

**AGENDA FOR THE BOARD OF TRUSTEES**  
**July 6, 2026, 7:30 P.M.**  
**Livestream available at Channel 10 and [Village website](#)**

Call to Order  
Roll Call  
Pledge of Allegiance  
Minutes of Previous Meeting  
Bills and Payroll  
Public Comment

**REPORTS**

**CONSENT AGENDA**

26-73            Resolution Authorizing a Residential Lease Agreement for Premises at 333 Warwick Road

**OLD BUSINESS**

**NEW BUSINESS**

26-72            Resolution Authorizing a Master Traffic Signal Agreement with Lake County  
26-74            Ordinance Amending the Village Code re Stop Street Intersections  
26-75            Resolution to Approve Agreement for Phase II Engineering Services for the Wilmot Road Resurfacing Project  
26-76            Resolution to Approve Agreement for Phase III Engineering Services for the 135 Pfingsten Development  
26-71            Resolution to Approve Agreement for Phase III Engineering Services for the 155 Pfingsten Development

Items for Discussion by Mayor and Board of Trustees  
Reports of the Village Manager  
Adjournment

June 15, 2026

The regular meeting of the Board of Trustees of the Village of Deerfield was reconvened on June 15, 2026, at 7:30 p.m. at Deerfield Village Hall. The clerk called the roll and announced that the following were

Present: Dan Shapiro, Mayor  
Robert Benton  
Larry Berg  
Jennifer Goldstone  
Elaine Jacoby  
Mary Oppenheim

Absent: Jesse Greenberg

and that a quorum was present and in attendance. Also present were Village Manager Kent Street and Benjamin Schuster, Village Attorney.

PLEDGE OF ALLEGIANCE

Commander Greg Hury led those in attendance in the Pledge of Allegiance.

PROCLAMATION

Mayor Shapiro proclaimed June 19, 2026 as Juneteenth in the Village of Deerfield.

Trustee Berg moved to accept the Proclamation. Trustee Jacoby seconded the motion. The motion passed unanimously on a voice vote.

RECOGNITION

Mayor Shapiro recognized Commander Greg Hury for 25 years of service. Deputy Chief Fry reported Commander Hury has played an active role in several critical areas in the department. His willingness to learn shows his dedication, hard work and versatility.

Commander Hury thanked the Board and department for their support and opportunity. He started in 2000 as an intern and got hired in 2001. His first day in uniform was September 11, 2001. Commander Hury believes being a police officer means you possess the courage to make community safety your responsibility. Deputy Chief Fry presented Commander Hury with a token of appreciation. Mayor Shapiro thanked Commander Hury for his dedication and service.

DOCUMENT APPROVAL

Trustee Oppenheim moved to approve the minutes from the May 1, 2026, Board of Trustees meeting. Trustee Benton seconded the motion. The motion passed unanimously on a voice vote.

TREASURER'S REPORT

Village Treasurer Eric Burk presented highlights from the May 2026 treasurer's report representing 42 percent of the fiscal year. Net sales tax typically decreases in May since receipts are related to February sales. Year to date sales tax continues to exceed the prior two years due to the

increased cost of goods and internet sales. State income tax increased as expected due to tax returns being filed and paid in April. Electric utility tax was collected shortly after month end. Vehicle license sales began in May. Notable expenditures in May include construction & engineering costs, annual general liability insurance, debt service payments and 3 payrolls.

BILLS AND PAYROLL

Trustee Oppenheim moved to approve the bills and payroll dated June 15, 2026. Trustee Benton

seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Jacoby, Oppenheim (5)

NAYS: None (0)

PUBLIC COMMENT

Arnold Footle reported there has been some miscommunication about potholes being filled.

Mayor Shapiro asked someone from Public Works to contact him.

REPORTS

There were no Reports.

CONSENT AGENDA

RESOLUTION R-26-39 AUTHORIZING THE PURCHASE OF A NEW UNMARKED POLICE VEHICLE A Resolution authorizing the replacement of a 2014 Ford Taurus with a 2026 Volkswagon Tiguan at a cost not to exceed \$36,000 and additional expenses not to exceed \$9000 for the purchase and installation of squad equipment through the VERF.

RESOLUTION R-26-40 APPROVING THE 2026 SRO AGREEMENT WITH DISTRICT 113 A Resolution approving an updated agreement with School District 113 for reciprocal reporting and a School Resource Officer.

RESOLUTION R-26-41 APPROVING THE LAKE COUNTY HEALTH DEPARTMENT ANIMAL CONTROL AGREEMENT A Resolution approving an Intergovernmental Agreement between the Village of Deerfield and the Lake County Board of Health to provide supplemental animal care and control services to the Village of Deerfield.

Trustee Berg moved to accept the Consent Agenda and adopt the Resolutions. Trustee Goldstone seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Jacoby, Oppenheim (5)

NAYS: None (0)

OLD BUSINESS

ORDINANCE O-26-15 AUTHORIZING A ZONING VARIATION FROM ARTICLE 2.02-D.1 SECTION 1 OF THE DEERFIELD ZONING ORDINANCE TO ALLOW THE PRINCIPAL STRUCTURE TO BE LOCATED AT 27.69 FEET AT 821 WOODWARD AVENUE IN LIEU OF THE 31 FOOT AVERAGE SETBACK An Ordinance authorizing a variation from Article 2.02-D.1 of the Deerfield Zoning Ordinance to allow the principal structure to be located 27.69 feet in the front yard setback in lieu of the 31.00 foot average setback of the established street as required for the property located at 821 Woodward Avenue.

Trustee Benton moved to adopt the Ordinance authorizing a variation from Article 2.02-D.1 of the Deerfield Zoning Ordinance to allow the principal structure to be located 27.69 feet in the front yard setback in lieu of the 31.00-foot average setback of the established street as required. Trustee Oppenheim seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Jacoby, Oppenheim (5)  
NAYS: None (0)

PUBLIC HEARING ON A FINDING OF SUBSTANTIAL CONFORMANCE FOR A FINAL DEVELOPMENT PLAN FOR THE 112-UNIT RESIDENTIAL PLANNED UNIT DEVELOPMENT, APPROVAL OF A FINAL PLAT OF SUBDIVISION FOR THE 155 N. PFINGSTEN ROAD PROPERTY A Public Hearing on a Finding of Substantial Conformance for the final development plan for the 112-unit residential PUD, approval of a final plat of subdivision for the 155 N. Pfingsten Road property.

Trustee Berg moved to open the Public Hearing. Trustee Jacoby seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Jacoby, Oppenheim (5)  
NAYS: None (0)

Mr. Schuster reported there was still some engineering questions that need to get worked out. Out of an abundance of caution, the Village wanted to ensure any changes were transparent and any comments and concerns are heard. The engineering questions for the Primrose property have been answered, so the Public Hearing is no longer needed; however, the Village wanted any questions to be addressed.

Dan Nakahara, Planner II, reported that at the December 1, 2025, Board of Trustees meeting, the Trustees accepted the Plan Commission's recommendation for a final development plan for the property located at 155 North Pfingsten Road. The final development plan cited two lots; a reuse

of the three-story office building into a 112-unit residential PUD and a Primrose childcare center and preschool.

Since the December 1, 2025, meeting, there have been three minor changes including the relocation of two high-speed EV charging stations and the addition of four high-speed EV charging stations in the new location, an address change to the monument sign and a trash enclosure for Primrose on the north side of the building. Mayor Shapiro noted the Board's charge for the Public Hearing is to determine whether the final plan is in substantial conformance.

Debbie Freeberg, President of the Fountains HOA, explained the entrance to their subdivision is directly related to this project. She expressed concern about the current bumper-to-bumper traffic getting into the subdivision caused by Pfingsten Road cut-thru traffic and then adding 255 parking spaces for the apartments plus hundreds of vehicles for the daycare center. They attended the Plan Commission meetings and expressed concern about the traffic, but the Plan Commission voted for the project. Ms. Freeberg received a notice stating Primrose was not going to happen, but it is now back. The biggest concerns are traffic flow and safety with vehicles speeding up and down the hill. Ms. Freeberg would like it to disappear. Mayor Shapiro noted the Plan Commission reviewed the proposal and it then came to the Board. The Plan Commission and Board looked closely at the reports, traffic situation and crosswalks. This is not the time to relitigate the petition; rather, to determine if the plan is in substantial conformance.

Trustee Oppenheim moved to close the Public Hearing. Trustee Jacoby seconded the motion, The motion passed unanimously on a voice vote.

The Trustees believe the development plan is in substantial compliance with what was previously presented, including the three minor changes.

Trustee Oppenheim moved to approve the final plat of subdivision for the 155 North Pfingsten Road property and approval of the final plat. Trustee Benton seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Jacoby, Oppenheim (5)

NAYS: None (0)

**ORDINANCE O-26-16 APPROVING AN AMENDMENT TO THE FUTURE LAND USE PLAN OF THE COMPREHENSIVE PLAN OF THE VILLAGE OF DEERFIELD FOR THE PROPERTY LOCATED AT 155 N. PFINGSTEN ROAD** An Ordinance approving an amendment to the future land use plan of the Comprehensive Plan of the Village of Deerfield for the property located at 155 N. Pfingsten Road.

Trustee Oppenheim moved to approve an Ordinance amending the future land use plan of the Comprehensive Plan of the Village of Deerfield for the property located at 155 N. Pfingsten Road. Trustee Berg seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Jacoby, Oppenheim (5)

NAYS: None (0)

ORDINANCE O-26-17 REZONING THE PROPERTY LOCATED AT 155 N. PFINGSTEN ROAD TO THE R-5 GENERAL RESIDENCE DISTRICT      An Ordinance rezoning the property located at 155 North Pfingsten Road to the R-5 General Residential District.

Trustee Oppenheim moved to approve an Ordinance rezoning the property located at 155 N. Pfingsten Road to the R-5 General Residence District. Trustee Benton seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Jacoby, Oppenheim (5)

NAYS: None (0)

RESOLUTION R-26-42 APPROVING A PRELIMINARY AND FINAL PLAT OF SUBDIVISION      A Resolution approving a preliminary and final plat of resubdivision.

Trustee Jacoby moved to adopt a Resolution approving a preliminary and final plat of resubdivision. Trustee Oppenheim seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Jacoby, Oppenheim (5)

NAYS: None (0)

ORDINANCE O-26-18 AMENDING SECTION 9.02-A OF "THE VILLAGE OF DEERFIELD ZONING ORDINANCE 1978", AS AMENDED, TO ALLOW SIGNAGE FOR A DAY CARE CENTER AND NURSERY SCHOOL USE IN THE R-5 GENERAL RESIDENCE DISTRICT      An Ordinance amending Section 9.02-A of the Village of Deerfield Zoning Ordinance 1978, as amended, to allow signage for a daycare center and nursery school use in the R-5 General Residence District.

Trustee Jacoby moved to approve an Ordinance amending Section 9.02-A of the Village of Deerfield Zoning Ordinance 1978, as amended, to allow signage for a day care center and nursery school use in the R-5 General Residence District. Trustee Berg seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Jacoby, Oppenheim (5)

NAYS: None (0)

ORDINANCE O-26-19 APPROVING A SPECIAL USE PERMIT FOR A      An Ordinance approving a Special Use Permit for a Residential Planned Unit Development in the R-5

RESIDENTIAL PLANNED UNIT DEVELOPMENT IN THE R-5 DISTRICT, A SPECIAL USE PERMIT FOR A CHILDREN'S DAY CARE CENTER AND NURSERY SCHOOL USE IN THE R-5 DISTRICT, A FINAL PLANNED UNIT DEVELOPMENT PLAN, AND CERTAIN EXCEPTIONS WITHIN A PLANNED UNIT DEVELOPMENT

District, a Special Use Permit for a children's day care center and nursery school use in the R-5 District, a final Planned Unit Development plan, and certain exceptions within a Planned Unit Development.

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Trustee Oppenheim moved to approve an Ordinance approving a Special Use Permit for a residential Planned Unit Development in the R-5 District, a Special Use Permit for a children's day care center and nursery school use in the R-5 district, a final Planned Unit Development plan, and certain exceptions within a Planned Unit Development. Trustee Jacoby seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Jacoby, Oppenheim (5)

NAYS: None (0)

RESOLUTION R-26-42 APPROVING A SUBDIVISION AND DEVELOPMENT AGREEMENTS

A Resolution approving a subdivision and development agreements.

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Trustee Jacoby moved to adopt a Resolution approving a subdivision and development agreement. Trustee Benton seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Jacoby, Oppenheim (5)

NAYS: None (0)

Trustee Benton believes this makes the community more welcoming and business-friendly.

### NEW BUSINESS

RESOLUTION R-26-43 AWARDING THE CONTRACT FOR 2026 STREET LIGHT SYSTEM UPGRADES

Assistant Director of Public Works & Engineering Tyler Dickinson reported the department has budgeted \$75,000 for the upgrade and/or replacement of the Village's street light system assets. The Village's current system is aging and there are locations that are in need of replacement. The scope of work for the upgrades includes new street light wires installed in conduit and new street light poles and/or street light luminaires when needed. The goal is to upgrade the aging system throughout the Village over time.

This year, the Village has targeted the installation of 4,300 linear feet of new street light wire, placed in conduit, in the southwest quadrant around the intersections of Central Avenue and

Indian Hill and Birchwood Avenue and Dartmouth Lane. The new conduit would be installed by way of horizontal direction drilling, which is a trenchless technology and will minimize roadway and parkway impacts. Once installed, the Street Division will perform the remaining electrical work associated with the installation of new wires and any upgrades needed to the poles or lighting fixtures.

Two proposals were solicited and received. The lowest proposal price was from North Shore Boring at \$60,270. The remaining portion of the budget will be used for light poles, fixtures and wire for the project.

Trustee Oppenheim moved to accept the Resolution awarding the contract for the 2026 street light system upgrades to North Shore Boring in an amount not to exceed \$60,270. Trustee Jacoby seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Jacoby, Oppenheim (5)

NAYS: None (0)

RESOLUTION R-26-44 APPROVING  
THE PURCHASE OF WATER METERS  
FROM MIDWEST METER INC.

Mr. Dickinson reported the Village has been purchasing Badger water meters and equipment from Midwest Meter Inc. for about 15 years. Staff Budgeted \$100,000 this year for the purchase of new water meters. Many of these purchases by the Village will be sold to developers during the process of building new homes or residential developments. Staff also facilitates large meter inspections annually to determine the accuracy of large commercial meters. The meter inspections have historically resulted in replacement of several commercial meters, which are significantly more expensive than a residential meter. The cost of commercial meter replacement is borne by the Village, and is part of the annual budget.

Trustee Benton moved to waive the competitive bidding and approve the Resolution to purchase water meters and associated supplies from Midwest Meter Inc. on an as-needed basis in an amount not to exceed the budgeted amount of \$100,000. Trustee Oppenheim seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Jacoby, Oppenheim (5)

NAYS: None (0)

DISCUSSION.

FARMER'S MARKET

Last weekend started the Farmer's Market season in the Village. It was a beautiful day. Mayor Shapiro thanked Trustee Greenberg and Trustee Oppenheim for answering questions at Trustee in the Town.

RIBBON CUTTING

Today was the ribbon cutting for Celadon's

Deerfield Supportive Living. There were a lot of people and they have done a wonderful job bringing this to Deerfield. There is a backlog of applicants for their vetting process.

FOOD TRUCK WEDNESDAY

The first Food Truck Wednesday was last week. There were thousands in attendance and it was a wonderful event. Mayor Shapiro thanked everyone who participated and helped with the event.

RIBBON CUTTING

The solar array ribbon cutting will take place on June 26, 2026, at 2 p.m. at the Wastewater Reclamation Facility.

FAMILY DAYS

Family Days is quickly approaching. Mayor Shapiro reminded residents to sign up for the 5K Rotary Race and pie eating contest.

CLOSED SESSION

Trustee Berg moved to enter into Closed Session pursuant to ILCS 10/2 Sections 2(c)(5) and 2(c)(6). Trustee Goldstone seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Jacoby, Oppenheim (5)

NAYS: None (0)

ADJOURNMENT

There being no further business or discussion, Trustee Berg moved to adjourn the meeting. Trustee Benton seconded the motion. The motion passed unanimously on a voice vote. The meeting was adjourned at 8:56 p.m.

The next regular Board of Trustees meeting is scheduled to take place on Monday, July 6, 2026, at 7:30 pm.

APPROVED:

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Mayor

ATTEST:

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Village Clerk



VILLAGE OF DEERFIELD

# **BILLS & PAYROLL**

FOR THE

**Monday, July 6, 2026**

VILLAGE BOARD MEETING

# Invoices for Prelist 070626

Vendor Name	Invoice Number	Description	Amount
3M	9439792844	HAZEL AVENUE SIGNS	\$1,781.31
	Vendor Total:		\$1,781.31
A & R SCREENING, LLC	1085256	FAMILY DAYS - ROTARY RACE	\$1,877.50
	Vendor Total:		\$1,877.50
A ALFA PLUMBING & SEWERS INC	33577	BACKFLOW INSPECTIONS	\$1,205.10
	Vendor Total:		\$1,205.10
AA SERVICE CO HEATING & COOLING	556546055	LEAK DETECTION - 700 DEERFIELD RD	\$740.00
	55315607	REPLACE AIR COMPRESSOR MOTOR/PARTS	\$3,540.25
	Vendor Total:		\$4,280.25
ADVANCED TREECARE	46668	FOLIAR APPLICATION	\$336.00
	46946	PARKWAY TREE AND STUMP REMOVAL	\$950.00
	46865	PARKWAY TREE AND STUMP REMOVAL	\$37,626.00
	46544	TREE TREATMENTS	\$210.00
	46574	TREE TREATMENTS	\$320.00
	Vendor Total:		\$39,442.00
AMAZON CAPITAL SERVICES	173R-4HJ4-96KV	911 CABLE ADAPTERS	\$18.93
	1LCF-4YGX-QCJ9	911 CABLES	\$87.76
	1V49-PWNJ-MXPD	911 IT PARTS	\$96.99
	1PRX-MJR4-HPRL	911 MONITORS	\$635.88
	17Q3-VFGW-G3DD	BATTERIES AND MONITOR EQUIPMENT	\$547.57
	16CT-4PNC-9T3X	BIKE/PED SAFETY A-FRAME SIGN	\$216.56
	1PLC-4XN1-11ND	BIKE/PED SAFETY SUPPLIES	\$38.24
	1MGF-FKML-W6XN	BIKE/PED SAFETY SUPPLIES	\$95.30
	1HQP-CWK3-49LK	BOOKING CAMERA	\$122.73
	1LWN-F4VD-NYDJ	IT PARTS	\$274.16

AMAZON CAPITAL SERVICES	IFGL-9P1R-CG1P	PA SYSTEM PARTS	\$37.95
	14YR-VYMD-TYXM	RANGE SUPPLIES	\$17.97
	1XDX-9W3T-GD66	WHITEBOARD SUPPLIES	\$117.36
	1QNC-JLYN-PJX1	WHITEBOARDS	\$767.44
Vendor Total:			\$3,074.84
AMERIGAS	806503313	TANK RENTAL	\$32.99
	Vendor Total:		
ANGELA RODRIGUEZ	4302	EAP BENEFIT REIMB: V2602 / MAY 2026	\$140.00
	Vendor Total:		
AQUATIC INFORMATICS INC	118579	WIMS RIO AND JOB CAL SOFTWARE PURCHASE	\$6,999.96
	Vendor Total:		
ARCHADECK OF CHICAGOLAND	DPHS-25-191/8993	909 BEVERLY PL/DEPOSIT REFUND	\$701.10
	Vendor Total:		
ASCEND 2 PARTNERS INC	1668	FLOAT AWARDS FAM DAYS	\$73.85
	Vendor Total:		
AVALON PETROLEUM COMPANY	001955	FUEL	\$26,062.50
	Vendor Total:		
AXON ENTERPRISES INC	INUS452025	TASER INSTRUCTOR RECERT	\$2,416.50
	Vendor Total:		
BADE PAPER PRODUCTS INC	115476	PAPER SUPPLIES	\$505.28
	115477	PAPER TOWELS / PAPER CUPS	\$246.18
	Vendor Total:		
BATTERIES PLUS LLC	P92563459	SHOP TOOL	\$21.95
	Vendor Total:		
BAXTER & WOODMAN INC	0285696	LEAD SERVICE LINE REPLACEMENT PLAN ASSIST. 2026	\$3,285.00
	0285666	RESERVOIR INSPECTIONS	\$1,645.00
	Vendor Total:		
BDS GROUP LLC	83579	FAMILY DAYS - DOG SHOW	\$550.00
	Vendor Total:		
BEHRENDTS, PSYD, PC, KELLY J.	062226-V2401	EAP BENEFIT REIMB: V2401 - MAY/JUNE 2026	\$60.00
	Vendor Total:		

BG4 CONSTRUCTION, INC	DPHS-26-84/10959	1133 DAVIS AVE/DEPOSIT REFUND	\$500.00
			Vendor Total: \$500.00
BIAGI PLUMBING CORPORATION	81668	PD WATER FOUNTAIN/BOTTLE FILLER	\$3,450.00
			Vendor Total: \$3,450.00
BREX SOLUTIONS INC	66222	TAXI SUBSIDY	\$650.00
			Vendor Total: \$650.00
BUILDING & FIRE CODE ACADEMY	56211	TRAINING – KRASOWSKI	\$935.00
	56212	TRAINING – ROSS	\$935.00
	56304	TRAINING – ZIEGLER	\$195.00
			Vendor Total: \$2,065.00
BURK, ERIC	061726-V2603	EAP BENEFIT REIMB: V2603 - MAR/APR/MAY/JUN 26	\$200.00
	062826	REIMB: IL CPA SUMMIT	\$393.75
	4064593	SUPPLIES - 333 WARWICK	\$44.68
			Vendor Total: \$638.43
BURRIS EQUIPMENT CO.	PS1043689-1	ROLLER PARTS	\$72.48
			Vendor Total: \$72.48
CACHOLA, OLIVER	061226	REIMB: BIKE SAFETY SIGNAGE	\$461.92
	060226	REIMB: SIU HR PROJECT	\$741.66
	042926	TRAVEL REIMB: SIU	\$209.65
			Vendor Total: \$1,413.23
CDW GOVERNMENT INC	AJ73G9P	911 CABLES	\$290.71
			Vendor Total: \$290.71
CENTRISYS CORPORATION	SCM-11519	CENTRIFUGE REPAIR - DEPOSIT REFUND	(\$6,000.00)
	SCM-11520-REV	CENTRIFUGE REPAIR - RENTAL CREDIT	(\$6,596.80)
	PSI-39103	CENTRIFUGE REPAIR SERVICES	\$72,040.00
			Vendor Total: \$59,443.20
CERTIFIED BALANCE & SCALE CORP	27036	LAB EQUIP. CERT.	\$1,113.00
			Vendor Total: \$1,113.00
CHAD HOFFMAN	7826 FOOD TRUCK BAND	FOOD TRUCK WEDNESDAY BAND	\$750.00
			Vendor Total: \$750.00

CHRISTINE BAUTISTA	062226-REFUND	METRA PARKING PASS REFUND	\$175.00
		Vendor Total:	\$175.00
CHRISTOPHER B BURKE ENGINEERING LTD	211568	FIBER UTILITY INSTALL DESIGN & CONSTR - ENG SERV	\$5,350.00
		Vendor Total:	\$5,350.00
CIORBA GROUP INC	0034503	LECLAIR ESTATES PHASE III ENGINEERING SERVICES	\$2,257.50
		Vendor Total:	\$2,257.50
CITY OF HIGHLAND PARK	32867	FIREARMS TRAINING 2026	\$5,805.00
	009155-060326	WATER PURCHASES: MAY 2026	\$296,594.27
	020587-060326	WATER PURCHASES: MAY 2026	\$98,689.37
	009161-060326	WATER PURCHASES: MAY 2026	\$71.75
	009530 - 060326	WATER PURCHASES: MAY 2026	\$2,188.31
		Vendor Total:	\$403,348.70
CIVILTECH ENGINEERING INC	3908-03.02-17	HAZEL AVENUE RECONSTRUCTION PROJECT PHASE III	\$14,081.03
		Vendor Total:	\$14,081.03
COLLEGE OF DUPAGE	18381	TRAINING: NAGELBACH/SCHROEDER	\$650.00
		Vendor Total:	\$650.00
COMCAST	0010692-060526	CABLE TV SRVC: 06/16/26 – 07/15/26	\$106.00
	274222105	FIBER INTERNET SRVC: 06/01/26 – 06/30/26	\$3,217.22
	267822879	PRI VOICE TRUNK SRVC: 04/01/26 – 04/30/26	\$879.31
	270344978	PRI VOICE TRUNK SRVC: 05/01/26 – 05/31/26	\$879.31
	274244587	PRI VOICE TRUNK SRVC: 06/01/26 – 06/30/26	\$879.31
	0459766-061426	TRN STN INTERNET SRVC: 06/18/26 – 07/17/26	\$167.85
		Vendor Total:	\$6,129.00
COMED	5148762222-060626	A/C 5148762222 04/24/26 THRU 05/26/26	\$361.33
	6912501111-061026	A/C 6912501111 05/05/26 THRU 06/03/26	\$407.78
		Vendor Total:	\$769.11
COMMISSION ON ACCREDITATION	SO-003909	ANNUAL CONTINUATION FEE	\$4,795.00
		Vendor Total:	\$4,795.00
COPP, KARA	16155 - V2504	EAP BENEFIT REIMB: V2504 / JUNE 2026	\$125.00
		Vendor Total:	\$125.00

CPS COMPANIES/CHICAGO PARTS & SOUND	40V0143255	STOCK	\$173.58
			Vendor Total: \$173.58
CUTLER HARDWARE/WORKWARE	PS-INV062404	APPAREL - BRUMM	\$118.59
	PS-INV062403	APPAREL - SIEGEL	\$340.53
	PS-INV062509	SHOE COVERS – KRASOWSKI	\$44.95
	PS-INV062510	SHOE COVERS – ROSS	\$44.95
			Vendor Total: \$549.02
DEERFIELD PARK DISTRICT	3818693	2025 ANNUAL PTSC CONTRIBUTION	\$186,358.00
			Vendor Total: \$186,358.00
DEICHMILLER, RITA	DPHS-26-78/10873	1715 PORTAGE PASS/DEPOSIT REFUND	\$500.00
			Vendor Total: \$500.00
DERRICK PROCELL INC	07252026	FARMERS MARKET PERFORMANCE	\$500.00
			Vendor Total: \$500.00
DXP ENTERPRISES, INC.	000375088	DEW PUMPS REPLACEMENT	\$64,266.00
			Vendor Total: \$64,266.00
EJ EQUIPMENT INC	P21404	VEHICLE #702	\$341.11
			Vendor Total: \$341.11
ELEVATOR INSPECTION SERVICES	00393215	ELEVATOR INSPECTIONS	\$23.00
	00388145	ELEVATOR INSPECTIONS	\$46.00
	00390452	ELEVATOR INSPECTIONS	\$161.00
			Vendor Total: \$230.00
ELLIOTT AUTO SUPPLY CO INC	50-6801053	BATTERY FOR SUMP PUMP BACK UPS	\$503.97
	162-235097	CAR #1	\$140.88
	162-235470	CAR #1	\$160.82
	162-236404	STOCK	\$104.76
	162-235764	STOCK	\$426.90
	162-235607	STOCK	\$146.79
	50-6799571	STOCK	\$20.97
			Vendor Total: \$1,505.09

ELROD FRIEDMAN LLP	28669	MAY LEGAL SERVICES	\$15,706.00
			Vendor Total: \$15,706.00
EMPLOYMENT SCREENING ALLIANCE	20929	PRE-EMPLOYMENT CREDIT CHECK	\$18.50
			Vendor Total: \$18.50
ERNIE'S WRECKER SERVICE INC	250894	U8 TIRES	\$1,818.92
			Vendor Total: \$1,818.92
FEDERAL EASTERN INTERNATIONAL LLC	59777600	THERMAL MONOCULAR	\$2,319.37
			Vendor Total: \$2,319.37
FINE, STEVEN	DPHS-26-50/10774	1527 STRATFORD RD/DEPOSIT REFUND	\$1,747.50
			Vendor Total: \$1,747.50
FOOT STONE INC	2026-VOD-02	NATIVE VEG MAINT AND RESTORATION	\$10,890.00
			Vendor Total: \$10,890.00
FOREMOST PROMOTIONS	748522	COMMUNITY GIVEAWAYS	\$874.04
	748363	FAMILY DAYS GIVEAWAYS	\$848.05
			Vendor Total: \$1,722.09
GALLS LLC	035363192	APPAREL: DRANICZAREK	\$124.11
	035244354	APPAREL: DRANICZAREK	\$47.65
	035164197	APPAREL: HEITZ	\$244.50
	035153124	APPAREL: SALATO	\$47.22
			Vendor Total: \$463.48
GENERAL COMMUNICATIONS INC	357366	ANNUAL CONTRACT (MNT-ZETRON-02)	\$18,693.94
	358656	MONTHLY BILLING: JUL (ZETRON-CT-01)	\$1,708.58
	357723	MONTHLY BILLING: JUN (ZETRON-CT-01)	\$1,708.58
	357365	MONTHLY BILLING: MAY (ZETRON-CT-01)	\$1,708.58
			Vendor Total: \$23,819.68
GEWALT-HAMILTON ASSOCIATES INC	4382.985-1	D109 REFERENDUM - ENGINEERING REVIEW SERVICES	\$1,998.75
	4382.980-1	HAZEL CROSSWALK REVIEW	\$1,068.38
			Vendor Total: \$3,067.13
GHA TECHNOLOGIES INC	2037085	911 RACK POWER DISTRIBUTION UNITS	\$363.26
			Vendor Total: \$363.26

GLOBAL SOURCING CONNECTION LTD	69855	CRC PRIDE BAGS	\$474.29
		Vendor Total:	\$474.29
GOODMAN, MATTHEW	08082026	FARMERS MARKET PERFORMANCE	\$500.00
		Vendor Total:	\$500.00
GRADE A ASPHALT SERVICES	DPHS-26-54/10547	1033 HILLSIDE AVE/DEPOSIT REFUND	\$200.00
		Vendor Total:	\$200.00
GRAINGER INC	9954374766	BARRICADE BARS FOR CONES	\$611.00
	9947692456	STOCK	\$396.08
	9933693344	SUNSCREEN	\$68.39
	9946782290	SUPPLIES	\$58.34
	9934282352	VALVE KIT	\$1,011.27
		Vendor Total:	\$2,145.08
GRANICUS LLC	224491	EASE25 ANNUAL SUBSCRIPTION	\$9,481.84
		Vendor Total:	\$9,481.84
GREEN, JAMES MICHAEL	7182026	FARMERS MARKET PERFORMANCE	\$500.00
		Vendor Total:	\$500.00
GRIMCO, INC	35654637-01	SIGN SHOP MATERIAL AND POSTS	\$545.20
	35704074-01	SIGN SHOP MATERIAL AND POSTS	\$555.54
		Vendor Total:	\$1,100.74
GT MECHANICAL, INC.	23012381	ANNUAL MAINTENANCE	\$8,100.00
		Vendor Total:	\$8,100.00
HAWKINS INC	7455327	BLEACH	\$281.52
	7459483	CL2 RENTAL	\$90.00
		Vendor Total:	\$371.52
HBK WATER METER SERVICE, INC	260279	WATER METER TESTING	\$760.50
		Vendor Total:	\$760.50
HD SUPPLY INC	INV01061261	WEED KILLER	\$377.95
		Vendor Total:	\$377.95
HEARTLAND BUSINESS SYSTEMS LLC	890169-H	SMARTNET NETWORK EQUIP SERVICE AGREE RENEWALS	\$13,008.44
		Vendor Total:	\$13,008.44

HIGHLAND PARK FORD	221749	SQUADS	\$198.00
			Vendor Total: \$198.00
HOME CITY ICE CO	6593268938	ICE	\$305.60
			Vendor Total: \$305.60
HOME DEPOT CREDIT SERVICES	8623154	CLEANING SUPPLIES	\$33.92
	9011955	FENCE PANEL	\$83.90
	9020704	FLOOR FAN	\$97.18
	5612361	FLOOR FAN - 700 DEERFIELD	\$129.96
	6222187	LANDSCAPING SUPPLIES	\$276.42
	018756-7071968	MAINTENANCE SUPPLIES	\$26.74
	018305-7522474	MAINTENANCE SUPPLIES	\$82.48
	9512869	MARKING FLAGS FOR HAZEL	\$19.94
	0020535	OPERATING SUPPLIES	\$244.65
	9163266	PLASTIC SHEETING FOR CONCRETE	\$39.92
	8613229	WATER JUGS	\$107.76
			Vendor Total: \$1,142.87
HR GREEN INC	203503	INSPECTION SERVICES	\$2,457.50
	203502	LAKE COOK CROSSING INSPECTION SERVICES	\$3,077.50
			Vendor Total: \$5,535.00
HUBER TECHNOLOGY INC	CD10031087	FINESCREEN AND SCREW WASH PRESS REPAIR	\$8,697.00
	CD10030960	FINESCREEN AND SCREW WASH PRESS REPAIR	\$9,417.76
			Vendor Total: \$18,114.76
IL SCHOOL RESOURCE OFFICERS ASSN	26-145	CONF FEE: MALDONADO	\$275.00
			Vendor Total: \$275.00
ILLINOIS CITY/COUNTY MNGMNT ASSN	070126 - KEENAN	ILCMA - MEMB. DUES - KEENAN	\$202.25
	070126 - SCIARRETTA	ILCMA - MEMB. DUES - SCIARRETTA	\$147.86
	070126 - STREET	ILCMA - MEMB. DUES - STREET	\$621.50
			Vendor Total: \$971.61
ILLINOIS EPA	ILR006260 (A) 2027	INDUSTRIAL SW PERMIT FEE	\$500.00
	ILR400324 (A) 2027	MS4 PERMIT FEE	\$1,000.00

ILLINOIS EPA	IL0028347 (A) 2027	WRF PERMIT FEE	\$17,500.00
			Vendor Total: \$19,000.00
ILLINOIS LAW ENFORCEMENT TRAINING &	033126	RETENTION GRANT EXCESS INTEREST	\$6,063.91
			Vendor Total: \$6,063.91
ILLINOIS SECTION AWWA	200108428	TRAINING	\$28.00
			Vendor Total: \$28.00
ILLINOIS STATE TREASURER	68139	2026 QTR #1 TRAFFIC SIGNAL MAINT	\$12,966.17
			Vendor Total: \$12,966.17
IN-SITU INC	INV126914	P ANALYZER CHEMICAL	\$2,031.00
			Vendor Total: \$2,031.00
JAMES OR SHELLEY KOHL	SEWR-25-67/9087	1031 BROOKSIDE LN/PERFORMANCE GUARANTEE REFUND	\$1,000.00
			Vendor Total: \$1,000.00
JASCULCA TERMAN AND ASSOCIATES, INC.	59473	CRISIS COMS PLAN	\$3,714.30
			Vendor Total: \$3,714.30
JG UNIFORMS, INC	163251	APPAREL: BERNAS	\$220.00
	162442	APPAREL: BUSSCHER	\$82.00
	163199	APPAREL: DRANICZAREK	\$174.45
	162227	APPAREL: DRANICZAREK	\$114.00
	162228	APPAREL: DRANICZAREK	\$56.65
	162225	APPAREL: DULLER	\$973.55
	162230	APPAREL: FOSTER	\$327.80
	162534	APPAREL: FOX	\$550.00
	162226	APPAREL: FOX	\$34.15
	162446	APPAREL: FRY	\$305.00
	163276	APPAREL: HURY	\$204.45
	162445	APPAREL: KUCEBA	\$144.00
	163198	APPAREL: MALDONADO	\$40.50
	162443	APPAREL: MALDONADO	\$263.40
	163154	APPAREL: MATHEWS	\$27.95
	162881	APPAREL: MOLL	\$122.00

JG UNIFORMS, INC	163200	APPAREL: NUNEZ	\$160.00
	162229	APPAREL: RANIERI	\$75.00
	162441	APPAREL: RANIERI	\$133.30
	162444	APPAREL: VEGA	\$238.50
	162904	BADGES	\$649.50
	162193	BADGES	\$136.00
	Vendor Total:		
KAPLAN PAVING LLC	DPHS-26-34/10352	1544 GORDON TER/DEPOSIT REFUND	\$200.00
	Vendor Total:		
KEYTH TECHNOLOGIES INC	920643	FIRE INSPECTIONS SVCS 7/1/26 - 6/30/27	\$450.00
	Vendor Total:		
KIDDLES SPORTS	220000085251	HOME RUN DERBY JERSEYS	\$107.50
	Vendor Total:		
KIESLER'S POLICE SUPPLY INC	IN282229	RANGE EQUIPMENT	\$1,720.00
	Vendor Total:		
KIRKLAND SAWMILL CO INC	06222026	DECKING FOR PEDESTRIAN BRIDGE	\$5,549.35
	Vendor Total:		
KUHRLERS, KASEY	061826	TRAVEL REIMB: NIPAS	\$90.54
	052226	TRAVEL REIMB: NIPAS	\$278.64
	Vendor Total:		
LAKE COUNTY CHIEFS OF POLICE	1174	JUNE MEETING (3)	\$90.00
	Vendor Total:		
LAKE COUNTY TREASURER	430038442	TRAFFIC SIGNAL MAINT.	\$8,024.52
	Vendor Total:		
LECHNER SERVICES	3664124	MATS - TRAIN STATION	\$126.91
	3664125	MATS - WRF	\$40.14
	3659148	MATS - TRAIN STATION	\$126.91
	3659149	MATS - WRF	\$40.14
	3656838	PD FLOOR MATS	\$82.06
	3652254	PD FLOOR MATS	\$82.06
	3661398	PD FLOOR MATS	\$83.29

LECHNER SERVICES	3661399	VILLAGE HALL MATS	\$66.60
		Vendor Total:	\$648.11
LITTLE TOMMY'S PLUMBING SHOP	i33611	METER RELOCATION - LEAD	\$515.00
		Vendor Total:	\$515.00
MAG CONSTRUCTION	17-1274	INSTALL RAILINGS ON DEERFIELD RD	\$4,600.00
	17-1273	PD SIDEWALK REPLACEMENT	\$17,514.63
		Vendor Total:	\$22,114.63
MASS MEDICAL SC	23706	RESPIRATOR FIT TEST	\$45.00
		Vendor Total:	\$45.00
MASSACHUSETTS MUTUAL LIFE INS CO	061226	SPLIT DOLLAR POLICY: SLIOZIS	\$5,855.00
		Vendor Total:	\$5,855.00
MCCULLOUGH EQUIPMENT INC	P04875	SKID STEER	\$600.53
		Vendor Total:	\$600.53
MENONI & MOCOJNI, INC.	0087919-00	CONCRETE FOR KENTON RD	\$971.00
	0087597-00	CONCRETE FOR MAIN BREAK RESTORATION	\$1,980.20
	0087591-00	CONCRETE FOR SPRINGFIELD AVE	\$657.00
	0088020-00	DIRT AND SEED FOR SUNSET LOT	\$336.14
	0087420-00	DIRT AND STRAW BLANKET	\$356.10
	0087694-00-B	PUBLIC WORKS EXCAVATION HAUL OUT	\$400.00
	0087683-00-B	PUBLIC WORKS EXCAVATION SPOIL HAUL OUT	\$1,200.00
	0087683-00	STONE FOR BACKFILL	\$2,688.75
	0087694-00	STONE FOR BACKFILL	\$3,459.85
		Vendor Total:	\$12,049.04
MICHAEL CARNIELLO	061026 - REFUND	VEHICLE STICKER REFUND	\$30.00
		Vendor Total:	\$30.00
MICHAEL J. KONKE	052826	KONKE CLOTHING	\$126.54
		Vendor Total:	\$126.54
MICHAEL ROSS	102248972	CODE EXAM: ROSS	\$255.00
		Vendor Total:	\$255.00
MICHAEL S. MAROUS	26-104	APPRAISAL REPORT: 833-845 WAUKEGAN	\$4,000.00
	26-106	APPRAISAL REPORT: ES OF WAUKEGAN	\$2,000.00

MICHAEL S. MAROUS	26-105	APPRAISAL REPORT: WAUKEGAN & ORCHARD	\$17,500.00
			Vendor Total: \$23,500.00
MID AMERICAN WATER OF WAUCONDA INC	293726W	PURCHASE MISC. WATER SYSTEM MATERIALS	\$5,000.75
			Vendor Total: \$5,000.75
MILIEU DESIGN LLC	194375	SOD FOR VILLAGE HALL	\$90.00
			Vendor Total: \$90.00
MOLL, VALERIE	061626	REIMB: CANVA MEMBERSHIP	\$264.99
	061526	REIMB: RETIREMENT GIFT	\$308.95
			Vendor Total: \$573.94
MOOSE CREEK POOL AND SPA	WK090344	POOL MAINT.	\$639.50
			Vendor Total: \$639.50
MORGAN, WENDY	08012026	FARMERS MARKET PERFORMANCE	\$500.00
			Vendor Total: \$500.00
MORRISON ASSOCIATES LTD	2026-24	DEPT HEADS GROUP MONTHLY MEETINGS	\$1,500.00
			Vendor Total: \$1,500.00
MOSCA DESIGN, INC.	46695	SPARE LIGHT UP SNOWFLAKES	\$3,680.45
			Vendor Total: \$3,680.45
MOTOROLA SOLUTIONS INC	10413820260501	RADIO USAGE: JUN 26	\$2,311.00
			Vendor Total: \$2,311.00
MUTUAL ACE HARDWARE	667873	MAINTENANCE SUPPLIES	\$26.99
	668512	OPERATING SUPPLIES	\$33.73
	668141	SHEARS AND PRUNERS	\$43.18
			Vendor Total: \$103.90
NAPA AUTO PARTS - WHEELING	458586	O RING SET	\$17.32
	458291	STOCK	\$115.00
	458292	STOCK	\$306.42
	459290	STOCK	\$14.50
	458290	STOCK	\$450.61
	458294	STOCK	\$90.51
	458306	STOCK	\$160.33
			Vendor Total: \$1,154.69

NEUMANN, JAMES	48434	CHECK STOCK	\$166.00
	062626	GFOA ACFR CERT PROGRAM APP - FY25	\$590.00
	Vendor Total:		\$756.00
NIR ROOF CARE INC	186200	ROOF INSPECTION / REPAIRS	\$700.00
	Vendor Total:		\$700.00
NORTAF	26-013	ANNUAL ASSESSMENT	\$1,400.00
	Vendor Total:		\$1,400.00
NORTH CENTRAL LABORATORIES	536813	LAB SUPPLIES	\$918.64
	Vendor Total:		\$918.64
NORTH SHORE GAS	0604546645-061626	A/C 0604546645 05/16/26 THRU 06/15/26	\$165.83
	0607361216-10-061626	A/C 0607361216 05/16/26 THRU 06/15/26	\$25.12
	0607361216-061626	A/C 0607361216 05/16/26 THRU 06/15/26	\$186.06
	Vendor Total:		\$377.01
NORTHERN IL POLICE ALARM SYSTEM	0000000208	LANGUAGE LINE: APR-MAY	\$208.00
	0000000012	LANGUAGE LINE: JAN-MAR	\$149.50
	Vendor Total:		\$357.50
NORTHWEST MUNICIPAL CONFERENCE	11386	2026 NWMC ANNUAL GALA	\$1,125.00
	Vendor Total:		\$1,125.00
ODELSON MURPHEY FRAZIER & MCGRATH	61703	ATTORNEY FEES - LABOR MATTERS	\$1,680.00
	Vendor Total:		\$1,680.00
ODP BUSINESS SOLUTIONS LLC	472491714001	OFFICE SUPPLIES	\$17.89
	468100312001	OFFICE SUPPLIES	\$70.98
	471058956001	OFFICE SUPPLIES	\$42.98
	471060228001	OFFICE SUPPLIES	\$25.05
	472491780001	OFFICE SUPPLIES	\$37.16
	472491781001	OFFICE SUPPLIES	\$7.39
	467997265002	OFFICE SUPPLIES	\$54.38
	467992404001	PRINTING: TRUCK FORMS	\$45.99
	Vendor Total:		\$301.82
O'LEARY'S CONTRACTORS EQUIPMENT	584929	LIFT RENTAL	\$899.00
	589199	RETURN FOR WHEEL KIT - CREDIT	(\$265.32)

O'LEARY'S CONTRACTORS			Vendor Total:	\$633.68
PACE ANALYTICAL SERVICES LLC	267215548	LEAD AND COPPER TESTING FOR 2026		\$350.00
			Vendor Total:	\$350.00
PACE SYSTEMS INC	IN00077885	ANNUAL MAINTENANCE		\$6,010.00
			Vendor Total:	\$6,010.00
PASSPORT LABS INC	INV-1060848	MOBILE PAY PARKING - MAY 2026		\$1,030.90
			Vendor Total:	\$1,030.90
PAUL RUNDELL	DPHS-26-57/10772	945 HEMLOCK ST/DEPOSIT REFUND		\$1,261.50
			Vendor Total:	\$1,261.50
PETER BAKER & SON CO.	56498	BLACKTOP FOR PARK AVENUE		\$666.90
	56363	BLACKTOP PARK AVE		\$2,657.85
			Vendor Total:	\$3,324.75
PETTY CASH - ADMIN	062226	PETTY CASH		\$402.45
			Vendor Total:	\$402.45
PHILIP JOHNSON	062426	TRAVEL REIMB: MCLETC WKS 1-7		\$1,945.44
			Vendor Total:	\$1,945.44
PIONEER PRESS	167408078 6-8-26	SUBSCRIPTION		\$84.99
			Vendor Total:	\$84.99
PITNEY BOWES	3107927320	2ND QTR LEASE 4/30/26 - 7/29/26		\$317.04
			Vendor Total:	\$317.04
POMP'S TIRE SERVICE INC	411228810	STOCK		\$2,253.00
			Vendor Total:	\$2,253.00
PULTE	RCP-25-39/9747	1735 LEWIS DR/DEPOSIT REFUND		\$1,000.00
			Vendor Total:	\$1,000.00
QUILL CORPORATION	49159644	SUPPLIES		\$15.78
			Vendor Total:	\$15.78
RAVINIA PLUMBING & HEATING CO INC	WSRV-24-22/6291	919 FOREST AVE/PERFORMANCE GUARANTEE & ROW REFUND		\$3,000.00
			Vendor Total:	\$3,000.00
RED'S GARDEN CENTER INC	468187	DOWNTOWN PLANTINGS		\$540.00
	467496	PURCHASE GENERAL PLANTING MATERIAL		\$1,811.75
	467580	PURCHASE GENERAL PLANTING MATERIAL		\$262.50

RED'S GARDEN CENTER INC	466288	PURCHASE GENERAL PLANTING MATERIAL	\$93.25	
	465604	PURCHASE GENERAL PLANTING MATERIAL	\$220.00	
	469399	REPLACEMENT OF DOWNTOWN TREES	\$1,500.00	
	468396	TOPSOIL	\$94.00	
			Vendor Total:	\$4,521.50
RICHARD STEINER	72226	FOOD TRUCK BAND	FOOD TRUCK WEDNESDAY BAND	\$750.00
			Vendor Total:	\$750.00
ROTARY CLUB OF DEERFIELD	1516	DUES: BUDNY		\$80.00
			Vendor Total:	\$80.00
ROYAL PRINCESS PARTIES	260704	PARADE PARTICIPANT - FAMILY DAYS		\$525.00
			Vendor Total:	\$525.00
RUSH TRUCK CENTERS OF ILLINOIS INC	3046351101	VEHICLE #800 / #807		\$318.80
			Vendor Total:	\$318.80
S.S.P. INC	J128451	GUN LOCKER		\$227.21
			Vendor Total:	\$227.21
SAM'S CLUB DIRECT	6886	DRINKS/PLATES/BOWLS		\$413.78
			Vendor Total:	\$413.78
SCIARRETTA, JESSICA	743988	ICMA MEMBERSHIP DUES		\$200.00
			Vendor Total:	\$200.00
SE INC	26-4968	GENERAL MAINTENANCE & OPERATIONS SUPPORT		\$900.00
	26-4950	GENERAL MAINTENANCE & OPERATIONS SUPPORT		\$2,294.25
	26-4933	GENERAL MAINTENANCE & OPERATIONS SUPPORT		\$1,500.75
	26-4932	GENERAL MAINTENANCE & OPERATIONS SUPPORT		\$1,414.50
	26-4859	PD OFFICE DOOR REPLACEMENT		\$138.00
			Vendor Total:	\$6,247.50
SEDGWICK CLAIMS MNT SRVCS INC	450007582933	UNEMPLOYMENT INSURANCE		\$125.00
	450006753442	UNEMPLOYMENT INSURANCE		\$125.00
			Vendor Total:	\$250.00
SOLENIS LLC	135828024	BIOSOLIDS POLYMER FOR WRF		\$7,694.40
			Vendor Total:	\$7,694.40

SPEIRS, GAVIN	DPHS-26-42/10486	1423 GREENWOOD AVE/DEPOSIT REFUND	\$200.00
			Vendor Total: \$200.00
STANDARD EQUIPMENT CO	S02880	REPAIRS TO SWEEPER (VEHICLE #814)	\$11,123.14
	P11537	VEHICLE #814	\$63.87
			Vendor Total: \$11,187.01
STEINER, CARRIE	30292	WELLNESS CHECKS	\$1,050.00
			Vendor Total: \$1,050.00
STILLSOLID LLC	GDFW-25-54/8599	1024 WARRINGTON RD/DEPOSIT REFUND	\$500.00
			Vendor Total: \$500.00
STRAND ASSOCIATES INC	0240352	COMPUTER REPLACEMENT PROJECT - STRAND	\$5,712.40
			Vendor Total: \$5,712.40
SUSAN & STEVEN KESSLER	061526 REFUND	VEHICLE STICKER REFUND	\$30.00
			Vendor Total: \$30.00
SYMBOL ARTS	0569839	CHALLENGE COINS	\$3,114.72
	0567893	CHALLENGE COINS	\$1,883.88
			Vendor Total: \$4,998.60
TECHNOLOGY MANAGEMENT REV FUND	T2620800	LEADS: APR 26	\$344.45
			Vendor Total: \$344.45
TEKLAB INC	50626CM	CREDIT MEMO	(\$22.20)
	348054	OUTSIDE LAB	\$218.90
			Vendor Total: \$196.70
TG WHEELING LLC	114012	CAR #1	\$235.00
			Vendor Total: \$235.00
THE 911 WELLNESS GROUP LLC	180	WELLNESS CHECKS	\$4,375.00
			Vendor Total: \$4,375.00
THE MCKNIGHT GROUP LLC	061626 - V2002	EAP BENEFIT REIMB: V2002 / MAY 2026	\$588.00
	061626 - V2008	EAP BENEFIT REIMB: V2008 / MAY 2026	\$280.00
	061626 - V2308	EAP BENEFIT REIMB: V2308 / MAY 2026	\$140.00
	061626 - V2400	EAP BENEFIT REIMB: V2400 / MAY 2026	\$420.00
			Vendor Total: \$1,428.00

THE MULCH CENTER	INV152663	DIRT FOR STUMP HOLES	\$280.00
	INV165182	TOP SOIL FOR RESTORATION	\$560.00
	Vendor Total:		\$840.00
THIRD MILLENIUUM ASSOCIATES INC	34628	P.O. VEHICLE STICKER LOCK BOX FULFILLMENT	\$8,047.13
	Vendor Total:		\$8,047.13
THOMSON REUTERS - WEST	853676483	CLEAR PLUS: MAY 26	\$320.53
	Vendor Total:		\$320.53
TPM GRAPHICS INC	102514	D-TALES PRINTING	\$4,015.00
	102308	FAMILY DAYS BROCHURE PRINTING	\$4,545.00
	Vendor Total:		\$8,560.00
TRAFFIC CONTROL & PROTECTION INC	21139	TRAFFIC CONES FOR JULY 4TH	\$3,485.00
	Vendor Total:		\$3,485.00
TRIBUNE PUBLISHING COMPANY LLC	109635	LEGAL NOTICE	\$389.00
	Vendor Total:		\$389.00
TYLER TECHNOLOGIES INC / MUNIS	063026	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT	\$20,376.49
	Vendor Total:		\$20,376.49
ULINE	209064538	VILLAGE HALL SUPPLIES	\$530.00
	Vendor Total:		\$530.00
URBAN CANOPY INC	EM4F87EE-0001	FOOD TRUCK WEDNESDAY COMPOST	\$123.20
	Vendor Total:		\$123.20
URBAN FOREST MANAGEMENT INC	260323	PARKWAY TREE INSPEC. 3-2026	\$522.50
	260322	TREE INSPECTIONS 3-2026	\$1,563.75
	Vendor Total:		\$2,086.25
USIQ INC	30774286-1	RANGE EQUIPMENT	\$318.55
	Vendor Total:		\$318.55
VASSILTSOVA, ANNA	RIR-25-4/6604	1670 DARTMOUTH LN/DEPOSITS REFUND	\$3,000.00
	Vendor Total:		\$3,000.00
VERIZON WIRELESS	6144079579	CELL SRVC / DATA DEVICES: 04/21/26 – 05/20/26	\$1,133.06
	6146586541	CELL SRVC / DATA DEVICES: 05/21/26 – 06/20/26	\$1,148.68
	6145785662	CELL SRVC / SCADA: 05/11/26 – 06/10/26	\$559.70
	6144079578	MONTHLY CELLULAR TELECOM: 04/21/26 – 05/20/26	\$1,767.85

VERIZON WIRELESS	6146586540	MONTHLY CELLULAR TELECOM: 05/21/26 – 06/20/26	\$1,797.88
		Vendor Total:	\$6,407.17
VIKING CHEMICAL CO	199832	FERRIC CHLORIDE FOR PHOSPHORUS REMOVAL	\$10,974.00
		Vendor Total:	\$10,974.00
VOLLMAR PRECAST PRODUCTS LLC	70296	EASY STIK - BUTAL -TAR STRIPS	\$464.00
	70887	VALVE VAULTS	\$3,056.00
		Vendor Total:	\$3,520.00
WALGREEN NATIONAL CORP	060926/REBATE	SALES TAX REBATE: MARCH 2026	\$109,867.17
		Vendor Total:	\$109,867.17
WATER PRODUCTS CO OF AURORA	0336478	TAPPING SADDLES	\$477.60
	0336263	TAPPING SADDLES	\$318.40
		Vendor Total:	\$796.00
WEISS, MATT	INV358153596	ZOOM SUBSCRIPTION 06/14/25 – 07/13/26	\$390.11
		Vendor Total:	\$390.11
WGS DISTRIBUTION	77166	SMALL TOOLS	\$126.85
		Vendor Total:	\$126.85
ZARNOTH BRUSH WORKS	0206614-IN	SWEEPER BROOMS	\$634.00
		Vendor Total:	\$634.00
ZIMELIS, DONALD	061226 REFUND	VEHICLE STICKER REFUND	\$30.00
		Vendor Total:	\$30.00
<b>Invoices Grand Total</b>		<b>070626 Invoices Total:</b>	<b>\$1,391,581.14</b>

# Pre-Paid Checks for Prelist 070626

Vendor Name	Invoice Number	Description	Amount
AMAZON CAPITAL SERVICES	1L74-CX63-3Q6D	EVENT SUPPLIES	\$38.44
	16J7-MCCF-3X94	IT PARTS	\$40.07
	1HMH-TMGT-FQLQ	SUPPLIES	\$14.99
	16KH-T7LN-GPFT	SUPPLIES	\$24.28
		Vendor Total:	\$117.78
CELLEBRITE INC	INVUS295881	ANNUAL MAINTENANCE	\$13,340.40
			Vendor Total:
CENTRISYS CORPORATION	PSI-38766	CENTRIFUGE REPAIR SERVICES - DEPOSIT	\$6,000.00
	PSI-38767	ROTATOR ASSEMBLY RENTAL	\$20,500.00
			Vendor Total:
HIGHLAND PARK MOTORCARS, LLC	VW12387	2026 VOLKSWAGEN TIGUAN - VIN:4596	\$36,000.00
			Vendor Total:
MERAR, PAUL A.	062726	FARMERS MARKET PERFORMANCE	\$500.00
			Vendor Total:
US BANK	8192651	FISCAL AGENT FEES 5/1/26 - 4/30/27	\$575.00
			Vendor Total:
<b>Pre-Paid Checks Grand Total</b>		<b>070626 Pre-Paid Checks Total:</b>	<b>\$77,033.18</b>

# Pre-Paid Wire Transactions for Prelist 070626

Vendor Name	Invoice Number	Description	Amount
DEERFIELD POLICE PENSION	POLPEN062626	POLPEN CONTRIBS 06/26/26 PR	\$20,390.21
			Vendor Total:
FEDERAL TAXES	PR062626	FICA/MC/FIT 06/26/26 PR	\$121,895.97
			Vendor Total:
ICMA	MSQRROTH062626	MSQR ROTH 06/26/26 PR	\$6,877.16
	MSQRREG062626	MSQR 457 REG&ROTH 06/26/26 PR	\$25,068.32
	Vendor Total:		\$31,945.48
ILLINOIS DEPT OF REVENUE	PR062626	SIT 06/26/26 PR	\$23,656.46
			Vendor Total:
LAKE COUNTY COLLECTOR	700DEERPTAX/1ST	PTAX 700 DEERFIELD RD 1ST INSTALLMENT	\$51,681.80
			Vendor Total:
<b>Wire Grand Total</b>		<b>070626 Pre-Paid Wire Transactions Total:</b>	<b>\$249,569.92</b>

# Payroll for Prelist 070626 (2026 - Period 6)

Fund	Department	Type	Description	Amount
10	FINANCE DEPARTMENT	5110	REGULAR SALARIES	\$65,931.38
			FINANCE DEPARTMENT Total:	\$65,931.38
	ADMINISTRATION	5110	REGULAR SALARIES	\$99,297.38
		5111	PART TIME SALARIES	\$395.29
		5112	OVERTIME SALARIES	\$113.11
			ADMINISTRATION Total:	\$99,805.78
	COMMUNITY DEVELOPMENT	5110	REGULAR SALARIES	\$95,965.85
		5112	OVERTIME SALARIES	\$146.58
			COMMUNITY DEVELOPMENT Total:	\$96,112.43
	STREET ADMINISTRATION	5110	REGULAR SALARIES	\$18,626.73
		5112	OVERTIME SALARIES	\$888.75
			STREET ADMINISTRATION Total:	\$19,515.48
	STREET FORESTRY	5112	OVERTIME SALARIES	\$3,830.61
			STREET FORESTRY Total:	\$3,830.61
	STREET TRAIN STATION MAINT	5110	REGULAR SALARIES	\$620.21
			STREET TRAIN STATION MAINT Total:	\$620.21
	STREET MAINTENANCE	5110	REGULAR SALARIES	\$49,211.64
		5112	OVERTIME SALARIES	\$8,934.07
			STREET MAINTENANCE Total:	\$58,145.71
	ENGINEERING DIVISION	5110	REGULAR SALARIES	\$35,177.68
		5111	PART TIME SALARIES	\$1,282.50
		5112	OVERTIME SALARIES	\$490.02
			ENGINEERING DIVISION Total:	\$36,950.20
	POLICE DEPT ADMINISTRATION	5110	REGULAR SALARIES	\$64,481.02

10	POLICE DEPT ADMINISTRATION	5112	OVERTIME SALARIES	\$453.31		
			POLICE DEPT ADMINISTRATION Total:	\$64,934.33		
	POLICE DEPT COMMUNICATIONS	5110	REGULAR SALARIES	\$95,765.16		
		5111	PART TIME SALARIES	\$2,912.02		
		5112	OVERTIME SALARIES	\$10,699.07		
			POLICE DEPT COMMUNICATIONS Total:	\$109,376.25		
	POLICE DEPT INVESTIGATIONS	5110	REGULAR SALARIES	\$115,640.66		
		5112	OVERTIME SALARIES	\$3,080.09		
			POLICE DEPT INVESTIGATIONS Total:	\$118,720.75		
	POLICE DEPT PATROL	5110	REGULAR SALARIES	\$322,554.56		
		5112	OVERTIME SALARIES	\$32,362.37		
			POLICE DEPT PATROL Total:	\$354,916.93		
	POLICE DEPT SPEC DETAIL	5112	OVERTIME SALARIES	\$1,301.04		
			POLICE DEPT SPEC DETAIL Total:	\$1,301.04		
				Fund 10 Total:	\$1,030,161.10	
50	WATER DEPARTMENT ADMINISTRATIO	5110	REGULAR SALARIES	\$14,012.66		
			WATER DEPARTMENT ADMINISTRATIO Total:	\$14,012.66		
	WATER DEPT DISTRIBUTION	5110	REGULAR SALARIES	\$6,830.53		
		5112	OVERTIME SALARIES	\$1,008.57		
			WATER DEPT DISTRIBUTION Total:	\$7,839.10		
	WATER MAIN MAINTENANCE	5110	REGULAR SALARIES	\$24,270.72		
		5112	OVERTIME SALARIES	\$3,996.26		
			WATER MAIN MAINTENANCE Total:	\$28,266.98		
					Fund 50 Total:	\$50,118.74
	54	SEWER ADMINISTRATION	5110	REGULAR SALARIES	\$16,566.53	
			SEWER ADMINISTRATION Total:	\$16,566.53		
SEWER LINE CONSTRUCTION		5110	REGULAR SALARIES	\$15,007.43		
		5112	OVERTIME SALARIES	\$1,127.92		
			SEWER LINE CONSTRUCTION Total:	\$16,135.35		

54	SEWER CLEANING	5110	REGULAR SALARIES	\$24,023.36
		5112	OVERTIME SALARIES	\$543.28
			SEWER CLEANING Total:	\$24,566.64
	WASTEWATER TREATMENT FACILITY	5110	REGULAR SALARIES	\$65,484.84
		5111	PART TIME SALARIES	\$760.00
		5112	OVERTIME SALARIES	\$1,494.87
			WASTEWATER TREATMENT FACILITY Total:	\$67,739.71
				Fund 54 Total:
60	COMM PARK COMBINED FUNDING	5110	REGULAR SALARIES	\$599.64
			COMM PARK COMBINED FUNDING Total:	\$599.64
	COMM PARK VILLAGE OWNED	5110	REGULAR SALARIES	\$599.64
			COMM PARK VILLAGE OWNED Total:	\$599.64
				Fund 60 Total:
70	GARAGE FUND EXPENDITURES	5110	REGULAR SALARIES	\$19,211.34
		5112	OVERTIME SALARIES	\$177.04
			GARAGE FUND EXPENDITURES Total:	\$19,388.38
				Fund 70 Total:
<b>Salary Grand Total</b>			<b>2026 - Period 6 Salary Total:</b>	<b>\$1,225,875.73</b>

To the Finance Director:

The payment of the previously listed accounts has been approved by the Village of Deerfield Board of Trustees at their meeting held on Monday, July 6, 2026, and you are hereby authorized to pay them from the appropriate funds.

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Treasurer of the Village of Deerfield

**REQUEST FOR BOARD ACTION**

**Agenda Item:** 26-73

**Subject**                    A Resolution Approving a Residential Lease Agreement with Justin Keenan  
\_\_\_\_\_   
For the Premises at 333 Warwick Road  
\_\_\_\_\_  
\_\_\_\_\_

**Action Requested:**                    Approval  
\_\_\_\_\_   
Finance Department

**Originated By:** \_\_\_\_\_  
Mayor and Board of Trustees

**Referred To:** \_\_\_\_\_

**Summary of Background and Reason for Request**

A Residential Lease Agreement for the Village owned property located at 333 Warwick Road is presented for Board consideration. The terms of the lease agreement are consistent with previous Board direction regarding this matter.

**Reports and Documents Attached:**

Resolution  
Residential Lease Agreement for 333 Warwick Rd  
Rider to Lease

**Date Referred to Board:** July 6, 2026

**Action Taken:** \_\_\_\_\_

VILLAGE OF DEERFIELD

RESOLUTION NO. 2026-\_\_\_\_\_

A RESOLUTION APPROVING A RESIDENTIAL LEASE AGREEMENT WITH  
JUSTIN KEENAN FOR THE PREMISES AT  
333 WARWICK ROAD

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

**WHEREAS**, the Village is the owner of the properly commonly known as 333 Warwick Road, Deerfield Illinois ("**Property**"); and

**WHEREAS**, the Village purchased the Property several years ago in case it needs to expand its nearby stormwater infrastructure; and

**WHEREAS**, until such time as the Village needs to expand its nearby stormwater infrastructure, the Village desires to rent the Property to Assistant Village Manager Justin Keenan pursuant to a lease agreement ("**Lease**"); and

**WHEREAS**, the Village Board has determined that entering into the Lease with Mr. Keenan will serve and be in the best interests of the Village and its residents; and

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS**, as follows:

**SECTION 1: RECITALS.** The Village Board hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

**SECTION 2: APPROVAL OF LEASE.** The Village Board hereby approves the Lease in substantially the same form as attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

**SECTION 3: AUTHORIZATION TO EXECUTE LEASE.** The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Lease. If the executed copy of the Lease is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the Mayor and Board of Trustees, be null and void.

**SECTION 4: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval by a majority of the members of the Board of Trustees.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO:

---

Daniel C. Shapiro, Mayor

ATTEST:

---

Kent S. Street, Village Clerk

**EXHIBIT A**

**LEASE**



**MAINSTREET ORGANIZATION OF REALTORS®  
RESIDENTIAL LEASE**

**Not to be used for rental property in the City of Chicago.**

Date of Lease	Term of Lease		Monthly Rent	Security Deposit
	Beginning	Ending		
July 6, 2026	9/1/26	8/31/31	\$3,715 (increase annually) (see Rider)	\$3,715

**TENANT**

Name(s) Justin Keenan

**LANDLORD**

Name(s) Village of Deerfield

Premises Address 333 Warwick Road

Address 850 Waukegan Road

City, State, Zip Deerfield, IL 60015

City, State, Zip Deerfield, IL 60015

In consideration of the mutual covenants and agreements herein stated, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for a private dwelling, the unit designated above (the "Premises"), together with the appurtenances thereto, and the common elements or limited common elements appurtenant thereto, if any, for the above term. Along with the dwelling unit described herein, the premises include the following (check all that apply):

- Parking space(s) (Identified as \_\_\_\_\_ and containing \_\_\_\_\_ parking spaces).
- Garage (Identified as attached garage and containing 2 parking spaces and 2 transmitters).
- Refrigerator     Oven/Range/Stove     Microwave     Dishwasher     Washer     Dryer
- Window Air Conditions(s) (# \_\_\_\_\_)     Storage locker     Other Description: \_\_\_\_\_.

**If Dual Agency applies, complete Paragraph 20.**

**1. RENT:** Tenant shall pay to Landlord, monthly in advance without demand as rent for the Premises the sum stated above at Landlord's address stated above or such other address as Landlord may designate in writing. Time of such payment is of the essence of this agreement. All rent shall be due as of the first day of each month and shall be paid not later than the fifth day of each month.

Any rent not paid by the fifth day of the month shall incur a late payment penalty of 5 % of the monthly rent (if blank then 5%).

**2. SECURITY DEPOSIT:** Tenant herewith has paid to Landlord the security deposit stated above, receipt of which is acknowledged by Landlord, as security for the faithful performance of the terms of this Lease by Tenant, including, but not limited to, payment of rent and to the return of the Premises in undamaged condition. Any unused portion of the security deposit will be returned to Tenant, without interest, within 30 days (if blank then 30 days), or sooner if required by applicable law, from the date that Tenant has vacated the Premises. Tenant acknowledges that Tenant has inspected the Premises and that the Premises are in good repair, except as specified below, and that no representations as to the condition or repair thereof have been made by the Landlord, or Landlord's Designated Agent, prior to or at the execution of this Lease, that are not herein expressed.

DEFECTS (if any) NA

Tenant Initial \_\_\_\_\_ Tenant Initial \_\_\_\_\_ Landlord Initial \_\_\_\_\_ Landlord Initial \_\_\_\_\_

Address 333 Warwick, Deerfield, IL

47 **3. UTILITIES AND SERVICES:** In addition to the monthly rent specified above, Tenant shall be responsible for  
48 payment of the following (check all that apply):  
49

50 Electricity Gas Water/Sewer Heating Fuel Refuse Removal Homeowner Association Dues  
51

52 If Tenant fails to pay any of the above, Landlord may pay them on Tenant's behalf. In such event Tenant shall  
53 promptly reimburse Landlord for all such payment, plus any penalties paid by Landlord, upon demand by Landlord.  
54 In the event any of the above utilities are not levied specifically on or in respect of the Premises, the Tenant shall  
55 pay to Landlord as additional rent 100 % of said utilities charged on the building of which the Premises is a part.  
56

57 **4. USE, SUBLET, ASSIGNMENT:** The Premises will be used and occupied as a private, single-family premises  
58 by (list individual names): Justin, Cara, Jack, and James Keenan  
59

60 and no others. Tenant will not permit the Premises to be used for any unlawful purpose or purposes that will injure  
61 the reputation of the Premises or of the neighborhood, and will not permit the Premises to remain vacant or  
62 unoccupied for more than thirty (30) consecutive days. Tenant will not allow the Premises to be used for any  
63 purpose that will increase the rate of insurance thereon, nor for any purpose other than that herein specified. Tenant  
64 will neither assign this Lease nor sublet the Premises without the prior written consent of Landlord; such consent  
65 will not be unreasonably withheld. Landlord's consent in this instance will not waive Landlord's right to refuse  
66 subsequent assignments or sub-lettings nor will Landlord's consent release Tenant from liability under this Lease.  
67

68 **5. POSSESSION:** Landlord will tender possession of Premises not later than the beginning date of this Lease.  
69 Possession shall be deemed to have been given when Landlord delivers to Tenant the keys for the vacant Premises.  
70 If Landlord does not deliver possession of the Premises to Tenant as stipulated herein, Tenant may cancel and  
71 terminate this Lease, with written notice to Landlord. In this instance, neither party will be liable to the other and  
72 any sums paid by Tenant under this Lease will be refunded. If Tenant accepts late delivery of the Premises, then the  
73 rent will be reduced on a pro-rated daily basis for that monthly term from the date of actual possession. The term of  
74 this Lease will not be extended by any such late delivery.  
75

76 **6. ALTERATIONS AND IMPROVEMENTS:** Tenant will not make any alterations or improvements, including  
77 decorating, without the prior written consent of Landlord. Any alterations or improvements that are made will  
78 remain and be surrendered upon termination of this Lease. Any such acceptance will not relieve Tenant for any  
79 costs incurred by Landlord as a result of any alterations or improvements. Tenant shall be responsible for all costs  
80 incurred by Landlord as a result of any unapproved alteration or improvement.  
81

82 **7. COMPLIANCE:** Tenant will in every respect comply with applicable local ordinances with the rules and  
83 orders of the health officers thereof, with the orders and requirements of the police department, with the  
84 requirements of any underwriters' association so as not to increase the rates of insurance upon the building and  
85 contents thereof, with the rules and orders of the fire department with respect to any matters coming within their  
86 jurisdiction, with the rules and bylaws of any applicable homeowner's association and with any Landlord's rules  
87 attached hereto.  
88

89 **8. MAINTENANCE REPAIRS:** Tenant will keep the Premises in good and sanitary condition at Tenant's sole  
90 expense during the term of this Lease and during any renewal period or extension thereof. Tenant will maintain the  
91 fixtures and mechanical systems in good operating order, and will further be responsible for the following (check  
92 all that apply):  
93

94 Snow/ice removal from driveways and sidewalks Lawn mowing  
95 Landscape maintenance (other than lawn mowing) Scavenger service  
96 See Rider \_\_\_\_\_ \_\_\_\_\_

97  
98 Landlord will be responsible for any structural or major maintenance and repairs, other than routine maintenance  
99 and repairs that are not due to Tenant's misuse, waste or neglect or to that of Tenant's authorized occupants or  
100 visitors.  
101

102 Any appliances contained in the Premises are provided for the Tenant's convenience. Landlord does not warrant the  
103 fitness or uninterrupted use or enjoyment of such appliances by Tenant. Any interruption of Tenant's use and  
104 enjoyment of such appliances shall not constitute "constructive eviction," nor form the basis for any defense, set-off  
105 or counter claim by Tenant.  
106

107 Tenant agrees to pay for any and all repairs, including approved or unapproved improvements or alterations, that  
108 shall be necessary to put the Premises in the same condition as existed at commencement of this Lease, reasonable  
109 wear and tear and loss by fire or acts of nature excepted, and the expense of such repairs shall be included within  
110 the terms of this Lease. In the event Tenant shall fail to maintain the Premises as provided hereunder, and upon  
111 notice by the Landlord fails to correct any deficiencies, such failure shall constitute grounds for termination of this  
112 Lease by Landlord.  
113

114 Any maintenance or repair that is not the obligation of Tenant shall be the responsibility of the Landlord. Landlord  
115 shall discharge its maintenance and repair responsibilities in a timely manner. In the event Landlord fails to do so,  
116 and upon notice by Tenant fails to correct any deficiencies, such failure shall constitute grounds for termination of  
117 this Lease by Tenant.  
118

119 **9. DAMAGE BY FIRE OR CASUALTY:** If the Premises is damaged by fire or other casualty not due to  
120 Tenant's negligence, Landlord will begin repairs as soon as possible. If the damaged Premises is uninhabitable, the  
121 rent will cease until the repairs are made. If the Premises is not restored to habitable condition within 60 days  
122 days (if blank, then sixty (60) days) this Lease may be terminated at the option of Tenant upon written notice to  
123 Landlord. If Landlord decides not to repair or re-build, Landlord may terminate this Lease by giving Tenant  
124 immediate written notice and Tenant will surrender the Premises to Landlord. Landlord shall be responsible for all  
125 costs of repair of the Premises, provided the damage is not caused by any willful act or negligence on the part of  
126 Tenant. If the damage is caused by Tenant's willful act or negligence, Tenant shall be responsible for all costs of  
127 repair of the Premises and Tenant shall remain obligated to pay all rent and other charges through the end of this  
128 Lease, regardless of the habitability of the Premises.  
129

130 **10. CONDEMNATION:** If any part of the Premises is taken by any authority for any public or quasi-public  
131 purpose or use or a settlement or a compromise or a settlement in lieu thereof be made that would substantially alter  
132 the intended use of the Premises, this Lease will terminate from the date when possession of the Premises is taken.  
133 Tenant will have no right to any damages awarded or settlement made in this regard.  
134

135 **11. DEFAULT:** If rent or any other sum due Landlord is unpaid; if there is default in compliance with any term of  
136 this Lease; if the Premises is abandoned, deserted or vacated by Tenant; or if the Landlord is otherwise entitled  
137 under the law, then Landlord will have the right to terminate this Lease in accordance with any applicable statute or  
138 ordinance. In any action with respect to this Lease, the Parties are free to pursue any legal remedies at law or in  
139 equity and the prevailing Party in litigation shall be entitled to collect reasonable attorney fees and costs from the  
140 non-prevailing Party as ordered by a court of competent jurisdiction.  
141

142 **12. HOLDOVER:** Tenant will deliver possession of the Premises to Landlord upon expiration or termination of  
143 this Lease. If Tenant fails to do so, Tenant will pay an amount equal to three (3) times the monthly rent specified in  
144 this Lease for each month or portion thereof that Tenant remains in possession of the Premises. Tenant will have no  
145 rights in the Premises and will be a tenant in sufferance. Tenant will pay to Landlord any damages and costs  
146 incurred by Landlord as a result of any holding over. Acceptance of rent after expiration or termination of this

147 Lease will constitute a renewal on a month to month basis.  
148

149 **13. LIABILITY:** Landlord will not be liable to Tenant for any damage to Tenant's person or property or agents,  
150 employees, guests or invitees other than for Landlord's gross negligence. Tenant will indemnify and hold Landlord  
151 harmless from all claims of any nature. Tenant shall be required to maintain renters insurance during the term of  
152 this Lease. Tenant shall furnish a copy of said policy to Landlord.  
153

154 **14. RIGHT OF ENTRY:** Landlord or Landlord's agents will have the right to enter the Premises at reasonable  
155 times with reasonable notice, except in the event of an emergency, in order to inspect, to make ordinary, necessary  
156 repairs or alterations, to enforce the provisions of this Lease and to show the Premises to prospective purchasers or  
157 tenants. Tenant will allow Landlord to have placed upon the Premises, at all times, notices of "For Sale" and/or "To  
158 Rent" and will not interfere with the same.  
159

160 **15. SUBORDINATION:** This Lease is subject to and subordinate to the lien of all mortgages now or hereafter  
161 placed on any part of Landlord's property that includes the Premises, to any extensions and renewals thereof and to  
162 advances now or thereafter made on the security thereof. Tenant will execute such instruments evidencing  
163 subordination at Landlord's request. If Tenant fails to comply with such request, Tenant hereby irrevocably  
164 empowers Landlord to do so in Tenant's name.  
165

166 **16. NOTICES:** Any notice to Tenant addressed to the Premises or the Landlord at the address designated by  
167 Landlord will be sufficient, if in writing and delivered to either party in person or by certified mail.  
168

169 **17. SEVERABILITY:** If any part if this Lease is construed to be unenforceable, the remaining parts will remain in  
170 full force and effect as though any unenforceable part was not written into this Lease.  
171

172 **18. LEAD-BASED PAINT DISCLOSURE:** Prior to signing this Lease, Tenant (check one)  has  has not  
173 received the EPA Pamphlet, "Protect Your Family from Lead in Your Home," and (check one)  has  has not  
174 received a Lead-Based Paint Disclosure.  
175

176 **19. RADON DISCLOSURE:** Prior to signing this Lease, Tenant (check one)  has  has not received a Radon  
177 Disclosure.  
178

179 **20. RULES AND REGULATIONS:** Tenant and other authorized occupants and guests will comply with all  
180 occupancy rules and regulations of Landlord, if any, and, with any homeowner association or condominium  
181 association rules and regulations as amended from time to time and furnished to Tenant. Failure to comply with the  
182 occupancy rules and regulations will be considered a default under the terms of this Lease.  
183

184 **21. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to  
185 NA (Designated Agent) acting as a Dual Agent in  
186 providing brokerage services on their behalf and specifically consent to Designated Agent acting as a Dual Agent  
187 with regard to the transaction referred to in this Lease.  
188

189 **22. ATTORNEY REVIEW:** The Parties agree that their respective attorneys may approve or make modifications  
190 to this Lease, other than stated rental price, within five (5) business days after the date of the Lease. If within ten  
191 (10) Business Days after the Date of Acceptance, written agreement cannot be reached by the Parties with respect  
192 to resolution of proposed modifications, then either Party may terminate this Lease by serving written notice to the  
193 other Party, whereupon this Lease shall be null and void and security deposit shall be refunded to Tenant by  
194 Landlord. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, THIS PROVISION

Tenant Initial \_\_\_\_\_ Tenant Initial \_\_\_\_\_ Landlord Initial \_\_\_\_\_ Landlord Initial \_\_\_\_\_

Address 333 Warwick, Deerfield, IL \_\_\_\_\_

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195 SHALL BE DEEMED WAIVED BY THE PARTIES, AND THIS LEASE SHALL REMAIN IN FULL FORCE  
196 AND EFFECT.  
197

198 **23. OTHER TERMS OR PROVISIONS:**

- 199 (a) Pets  are  are not permitted under this Lease. If pets are permitted, such permission is limited as  
200 follows: type Dog weight 100 number of 1. Further, the  
201 following additional conditions apply: NA.
- 202 (b) In addition to any other remedies afforded to Landlord under this Lease, Landlord may charge Tenant an  
203 amount equal to 5% of the monthly rent for any returned check. Two occurrences of returned checks during  
204 the term of this Lease, including any extension of the term thereof, will require all future rental payments  
205 by Tenant to be made by cashiers or certified check.
- 206 (c) Tenant shall pay ten dollars (\$10.00) for each and any lost key replaced by Landlord.
- 207 (d) Tenant will not install satellite dishes, antennae or cables for television, radio, sound equipment, computer  
208 equipment or Internet access without Landlord's written consent in each case, and shall remove same and  
209 restore all walls or other appurtenances prior to vacating Premises.
- 210 (e) (Check all that apply) Notice is hereby provided pursuant to Illinois statute that  Landlord  Tenant is an  
211 Illinois licensed Real Estate Broker
- 212 (f) Landlord is required to re-key all locks prior to possession.  
213

214 **24. ENTIRE AGREEMENT:** This document and the documents incorporated herein are the entire agreement of  
215 the Parties and no representations of either party are binding unless contained herein. No oral statements will be  
216 binding on either party. This Lease may only be modified by mutual agreement of the Parties. The following are  
217 hereby incorporated herein and made part of this Lease:

218 Appendix A  
219

220 **THIS FOLLOWING OPTIONAL PARAGRAPH APPLIES ONLY IF INITIALED BY ALL PARTIES.**

221  
222 **25. AGREEMENT FOR PROPOSED FUTURE PURCHASE BY TENANT:** On or before the  
223 Commencement Date of this Lease, the Landlord and Tenant shall enter into a mutually acceptable agreement for  
224 the Tenant's proposed future purchase of the Premises. In the event such agreement has not been executed this  
225 Lease shall be null and void.

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227 [LINES 226-243 INITENTIONALLY LEFT BLANK]  
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Tenant Initial \_\_\_\_\_ Tenant Initial \_\_\_\_\_ Landlord Initial \_\_\_\_\_ Landlord Initial \_\_\_\_\_

Address 333 Warwick, Deerfield, IL

244 THIS IS A LEGALLY BINDING DOCUMENT. PRIOR TO THE EXECUTION OF THIS LEASE, LANDLORD  
245 AND TENANT ARE ENCOURAGED TO CHECK ORDINANCES AND REGULATIONS TO VERIFY THE  
246 REQUIREMENTS OF THE APPLICABLE GOVERNMENTAL AUTHORITY IN WHICH THE PREMISES IS  
247 LOCATED.

248 IN WITNESS WHEREOF, the parties have signed and sealed this Lease on the date before written.

249 DATE \_\_\_\_\_ DATE \_\_\_\_\_

250 \_\_\_\_\_  
251 TENANT SIGNATURE LANDLORD SIGNATURE

252 \_\_\_\_\_  
253 TENANT SIGNATURE LANDLORD SIGNATURE

254 \_\_\_\_\_  
255 **GUARANTEE**

256  
257 For value received, the undersigned hereby guarantees the payment of the rent and the performance of the  
258 covenants by the Tenant of the terms of the Lease.

259 \_\_\_\_\_ DATE \_\_\_\_\_  
260 GUARANTOR SIGNATURE

261 \_\_\_\_\_  
262 PRINT GUARANTOR'S NAME GUARANTOR'S PHONE

263 \_\_\_\_\_  
264 GUARANTOR'S ADDRESS, CITY, ZIP

265  
266 **FOR INFORMATION ONLY**

267  
268 \_\_\_\_\_

269 Tenant's Cell Phone Number(s) Landlord's Cell Phone Number(s)  
270 \_\_\_\_\_

271 Tenant's Other Phone Number(s) Landlord's Other Phone Number(s)  
272 \_\_\_\_\_

273 Tenant's E-Mail Address Landlord's E-Mail Address  
274 \_\_\_\_\_

275 Tenant's E-Mail Address Landlord's E-Mail Address  
276 \_\_\_\_\_

277 Tenant's Managing Broker MLS# Landlord's Managing Broker MLS#  
278 \_\_\_\_\_

279 Tenant's Designated Agent MLS # Landlord's Designated Agent MLS #  
280 \_\_\_\_\_

281 Phone Fax Landlord's Designated Agent's E-Mail  
282 \_\_\_\_\_

283 Tenant's Designated Agent's E-Mail Landlord's Designated Agent's E-Mail  
284 \_\_\_\_\_

285 Tenant's Attorney Landlord's Attorney  
286 \_\_\_\_\_

287 Phone Fax Landlord's Attorney's E-Mail  
288 \_\_\_\_\_

289 Tenant's Attorney's E-Mail Landlord's Attorney's E-Mail  
290 \_\_\_\_\_  
291

## **RIDER TO LEASE**

This is a rider ("*Rider*") to the Lease dated July \_\_\_\_\_, 2026 ("*Lease*"), between the Village of Deerfield ("*Village*") and Justin Keenan ("*Lessee*"), for that certain real property located at 333 Warwick Road, Deerfield, Illinois 60015 ("*Premises*"). This Rider supplements the terms set forth in the Lease. In the event of a conflict between the terms of the Lease and the terms of this Rider, the terms of this Rider control. All terms of this Rider not defined in this Rider have the meanings set forth in the Lease.

### **SECTION 1. MONTHLY RENT.**

The Monthly Rent shall increase on the anniversary date of the Lease by the lesser of: (i) the amount equal to the Consumer Price Index for All Urban Consumers (CPI-U) in the Chicago-Naperville-Elgin, as measured by the Bureau of Labor and Statistics; and (ii) 3.5 percent.

### **SECTION 2. TERM OF LEASE.**

A. End of Term of Lease. Notwithstanding anything to the contrary set forth in the Lease, upon the option of the Village, the end of the Term of Lease shall be deemed to be the earlier of: (i) August 31, 2031; and (ii) 180 days after Lessee's employment with the Village ends for any reason.

B. Renewal Options.

1. Unless the Village exercises its option to terminate the Lease as set forth in Section 2.A of this Rider because Lessee's employment with the Village ends or the Lease has been previously terminated by either party due to breach or mutual agreement, the Term of Lease shall automatically extend for an additional year ("*First Extension Term*") unless either party provides the other party provides notice on non-renewal no less than 90 days before the end of the Term of Lease.
2. Unless the Village exercises its option to terminate the Lease as set forth in Section 2.A of this Rider because Lessee's employment with the Village ends or the Lease has been previously terminated by either party due to breach or mutual agreement, the Term of Lease shall automatically extend for an additional year after the First Extension Term ("*Second Extension Term*") unless either party provides the other party notice on non-renewal no less than 90 days before the end of the First Extension Term.

C. Termination. Lessee may terminate the Lease at any time and for any reason by providing the other party no less than 180 days' written notice prior to the termination date.

### **SECTION 3. MAINTENANCE AND REPAIRS.**

A. THE VILLAGE PROVIDES THE PREMISES "AS-IS, WHERE-IS," WITH ALL FAULTS, AND WITHOUT ANY WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE

CONDITION OF THE PREMISES OR ITS FITNESS FOR HABITABILITY. LICENSEE REPRESENTS THAT HE HAS INSPECTED THE PROPERTY, AND ALL APPLIANCE AND FIXTURE IN THE PREMISES, PRIOR TO EXECUTING THE LEASE AND IS AWARE OF AND ACCEPTS ITS CONDITION.

B. In addition to the maintenance and repair obligations set forth in Section 8 of the Lease, Lessee is responsible for all maintenance and repairs to the swimming pool on the Premises, excluding any maintenance or repair items in excess of \$1,000. In the event that any maintenance or repair to the swimming pool exceeds \$1,000.00, Lessee shall provide notice to the Village, and the Village may cause such maintenance or repairs to be performed, but the Village will have no obligation to do so.

**SECTION 4. ANNUAL INSPECTIONS OF PREMISES.**

Lessee agrees to permit the Village to inspect the Premises at least once every 12 months to ensure compliance with the Lease and this Rider.

**SECTION 5. INDEMNIFICATION.**

The second sentence of Section 13 of the Lease is hereby deleted and replaced with the following:

“Lessee agrees he shall indemnify and save harmless the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) related to the Premises that may arise, or be alleged to have arisen, out of or in connection with Lessee's breach of the Lease, alleged misuse of the premises, alleged negligence, or other alleged tortious conduct.”

**SECTION 6. INSURANCE.**

Lessee agrees that during all time of the Term of Lease, that it must obtain and maintain at all times a renter's insurance policy with a minimum of \$250,000.00 personal liability coverage. Lessee will name the Village as an additional insured and provide the Village with proof of insurance prior to occupying the Premises.

**SECTION 7. INAPPLICABILITY.**

Sections 21, 22, 23(f), and 25 of the Lease are inapplicable and hereby stricken from the Lease.

**SECTION 8. COUNTERPARTS.**

This Rider may be executed in counterparts, each of which will constitute an original document and together will constitute the same instrument.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Village and Lessee have hereunto set their hands as of this \_\_\_\_\_ day of July, 2026.

Signed: \_\_\_\_\_  
Authorized Signor for the Village of Deerfield

Signed: \_\_\_\_\_  
Justin Keenan

**REQUEST FOR BOARD ACTION**

**Agenda Item: 26-72**

**Subject:** Resolution Authorizing a Master Traffic Signal Agreement with Lake County

**Action Requested:** Approve Resolution

**Originated By:** Director of Public Works and Engineering

**Referred To:** Mayor and Village Board of Trustees

**Summary of Background and Reason for Request**

Lake County has presented the Village with a new Master Traffic Signal Agreement for adoption. This supersedes four prior agreements. All traffic signal locations within Deerfield that are on (or will be on) a County highway are included in this agreement as County owned signals. These include:

Saunders Road at Discover Way/ Takeda Parkway	Deerfield Road at Wilmot Road
Saunders Road at Parkway North Boulevard	Deerfield Road at Robert York Avenue
Deerfield Road at Parkway North Boulevard	Deerfield Road at Deerfield Square
Deerfield Road at I-94 East On Ramp	Deerfield Road at Rosemary Terrace
Deerfield Road at I-94 West Off Ramp	Deerfield Road at Kenton Road/ Kipling Road
Deerfield Road at Castlewood Lane	Deerfield Road at Heather Road/ Carlisle Avenue

Though these are County owned signals, the village will continue to be responsible for certain energy, maintenance and future costs associated with these signals. The Agreement Exhibit A shows the breakdown in maintenance and future costs by intersection. This is the usual and customary way that traffic signal costs are split between agencies.

The Village of Deerfield receives quarterly invoices for maintenance and energy costs. Those costs are billed back to the respective agencies for reimbursement. It is recommended that the Village Board approve the resolution Authorizing the Master Traffic Signal Agreement with Lake County. The Director of Public Works, Robert Phillips, will be at the meeting to answer questions.

**Reports and Documents Attached:**

Resolution  
Master Agreement between the County of Lake and the Village of Deerfield

**Date Referred to Board:** July 6, 2026

**Action Taken:** \_\_\_\_\_

VILLAGE OF DEERFIELD

RESOLUTION NO. 2026-\_\_\_\_\_

**A RESOLUTION APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH LAKE COUNTY FOR ENERGY COSTS, MAINTENANCE COSTS AND FUTURE COSTS ASSOCIATED WITH COUNTY-MAINTAINED TRAFFIC CONTROL SIGNALS**

**WHEREAS**, the Village of Deerfield is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, on July 5, 2015, the Village Board adopted Resolution No. R-15-13, approving an intergovernmental agreement with Lake County for sharing energy, maintenance, and future costs of traffic control signals at intersections within the corporate limits of the Village (*“Intergovernmental Agreement”*); and

**WHEREAS**, pursuant to Section II, item 9 of the Intergovernmental Agreement, Exhibit A of the Intergovernmental Agreement may be amended by a letter of concurrence signed by the Lake County Engineer and the Mayor of the Village; and

**WHEREAS**, the Village and Lake County desire to amend Exhibit A of the Intergovernmental Agreement to re-apportion the responsibility for the energy, maintenance, and future costs of the traffic signals on Saunders Road at Capital One Way/Horizon Parkway (formerly Discover Way/Takeda Parkway) (*“Amendment”*); and

**WHEREAS**, the Village Board has determined that approving the Amendment will serve and be in the best interest of the Village and its residents;

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS**, as follows:

**SECTION 1: RECITALS.** The Village Board hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

**SECTION 2: APPROVAL OF THE AMENDMENT.** The Village Board hereby approves the Amendment, in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the Village Attorney.

**SECTION 3: AUTHORIZATION TO EXECUTE THE AMENDMENT.** The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Amendment.

**SECTION 4: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO:

---

Daniel C. Shapiro, Mayor

ATTEST:

---

Kent S. Street, Village Clerk

**EXHIBIT A**  
**AMENDMENT**



Division of Transportation

Paula J. Trigg, PE  
Director of Transportation/County Engineer

600 West Winchester Road  
Libertyville, Illinois 60048-1381  
Phone 847.377.7400  
Fax 847.984.5888

**Master Traffic Signal Maintenance Agreement  
Village of Deerfield**

July 16, 2015

Ms. Barbara K. Little, P.E.  
Director of Public Works and Engineering  
Village of Deerfield  
465 Elm Street  
Deerfield, IL 60015

Dear Ms. Little:

Please find enclosed one original fully executed copy of the Intergovernmental Agreement between the Village of Deerfield and the County regarding the maintenance of traffic signals. Should you have any questions, please do not hesitate to contact me at (847) 377-7400.

Sincerely,

A handwritten signature in black ink, appearing to read "Emily J. Karry".

Emily J. Karry, P.E.  
Director of Planning and Programming

Enclosures

cc: Jon Nelson, LCDOT  
Chuck Gleason, LCDOT  
Betsy Duckert, LCDOT

**MASTER AGREEMENT**  
**BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF DEERFIELD**  
**FOR ENERGY COSTS, MAINTENANCE COSTS AND FUTURE COSTS**  
**ASSOCIATED WITH COUNTY-MAINTAINED TRAFFIC CONTROL DEVICES**

**THIS MASTER AGREEMENT** is entered into this 8<sup>th</sup> day of July, A.D. 2015, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the VILLAGE OF DEERFIELD, an Illinois Municipal Corporation, acting by and through its Mayor and Village Board, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE are hereinafter referred to collectively as "parties" to THIS MASTER AGREEMENT, and either one is referred to individually as a "party" to THIS MASTER AGREEMENT.

**WITNESSETH**

**WHEREAS**, THIS MASTER AGREEMENT defines responsibilities for the energy, maintenance and future costs of the traffic control signal devices with equipment, which may or may not contain street lights, emergency vehicle pre-emption system(s) (hereinafter EVPS) and Lake County PASSAGE, which is the County's system of interconnected traffic signals, cameras and network equipment (hereinafter TRAFFIC SIGNALS) for the COUNTY-owned TRAFFIC SIGNALS (hereinafter COUNTY SIGNALS) and for VILLAGE-owned TRAFFIC SIGNALS (hereinafter VILLAGE SIGNALS), all located at intersections as listed in EXHIBIT A of THIS MASTER AGREEMENT, which is attached hereto and hereby made a part hereof; and,

**WHEREAS**, in order to allow priority access through signalized intersections, emergency vehicles may be equipped with apparatuses that broadcast a visible light or invisible infrared signal (hereinafter EMITTERS) which communicate with EVPS equipment; and,

**WHEREAS**, THIS MASTER AGREEMENT hereby terminates any and all prior agreements between the COUNTY, the VILLAGE, and/or a third party, hereto relating to the subject matter hereof (hereinafter PRIOR AGREEMENTS). Said PRIOR AGREEMENTS include, but are not limited to: (1) the agreement addressing the maintenance and energy costs associated with the TRAFFIC SIGNALS at the intersections of Deerfield Road (County Highway 11) at Wilmot Road and Deerfield Road at Castlewood Lane (executed August 15, 1999); (2) the Local Agency Agreement for Federal Participation by and among the COUNTY, VILLAGE and Illinois Department of Transportation (hereinafter IDOT) addressing the maintenance costs associated with the TRAFFIC SIGNALS along Deerfield Road from Wilmot Road to Park Avenue (executed

September 27, 2004); (3) the master agreement addressing the maintenance, construction installation and future costs associated with the EVPS at the intersections of Deerfield Road at Wilmot Road, Deerfield Road at Castlewood Lane, Deerfield Road at I-94 East On Ramp, Deerfield Road at I-94 West Off Ramp and Saunders Road at Discover Way (executed March 1, 2003); and (4) the third party agreements pertaining to costs associated with the TRAFFIC SIGNAL at Saunders Road and Parkway North Boulevard (executed May 13, 1986 and June 16, 2000);

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, made pursuant to all applicable statutes, local ordinances and authority, the COUNTY and the VILLAGE do hereby enter into the following:

**SECTION I.  
Recitals/Headings**

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and between the parties hereto that the "headings" as contained in THIS MASTER AGREEMENT are for reference only and the actual written provisions, paragraphs and words of THIS MASTER AGREEMENT shall control.

**SECTION II.  
Energy Costs, Maintenance Costs and Future Costs for  
the COUNTY SIGNALS and VILLAGE SIGNALS**

1. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT hereby terminates any and all PRIOR AGREEMENTS related to TRAFFIC SIGNALS.
2. The VILLAGE agrees to pay one-hundred percent (100%) of all energy costs required for the operation of all COUNTY SIGNALS and VILLAGE SIGNALS located at any of the intersections as listed in the attached EXHIBIT A, except as otherwise noted. Said energy costs shall be paid directly to the utility company providing the energy for the operation of said COUNTY SIGNALS and VILLAGE SIGNALS.
3. It is mutually agreed by and between the parties hereto that MAINTENANCE, as it applies to any of the COUNTY SIGNALS or VILLAGE SIGNALS located at any of the intersections as listed in the attached EXHIBIT A shall be understood to mean that as

defined under the COUNTY's then current Traffic Signal Maintenance Contract, which, by reference herein, is hereby made a part hereof.

4. The COUNTY agrees to perform MAINTENANCE for the COUNTY SIGNALS with reimbursement from the VILLAGE per the cost-sharing schedule detailed in the attached EXHIBIT A.
5. It is mutually agreed by and between the parties hereto that for the section of Deerfield Road between the VILLAGE's east corporate limit and Robert York Avenue, the COUNTY will maintain the traffic signal interconnect. It is further mutually agreed by and between the parties that for the section of Deerfield Road between Chestnut Street and Robert York Avenue, the COUNTY will also maintain the traffic signal interconnect.
6. It is mutually agreed by and between the parties hereto that the COUNTY will perform MAINTENANCE for VILLAGE SIGNALS located at intersections as listed in EXHIBIT A with reimbursement from the VILLAGE per the cost-sharing schedule detailed in the attached EXHIBIT A.
7. It is mutually agreed by and between the parties hereto that, from time to time, the COUNTY SIGNALS and VILLAGE SIGNALS may require modernization, improvement, revision, replacement, major repairs, and upgrading, hereinafter referred to as FUTURE WORK, having associated FUTURE COSTS. It is further mutually agreed by and between the parties that the COUNTY, in cooperation with the VILLAGE, when appropriate, shall determine the extent of any FUTURE WORK and that a notice of no less than one (1) year for any FUTURE WORK shall be provided by and between the parties for planning and budgeting purposes.
8. The VILLAGE agrees to reimburse the COUNTY for all FUTURE COSTS of said FUTURE WORK performed by the COUNTY for COUNTY SIGNALS per the cost-sharing schedule detailed in the attached EXHIBIT A. The VILLAGE further agrees that any FUTURE COSTS related to FUTURE WORK on VILLAGE SIGNALS shall be entirely the responsibility of the VILLAGE, as detailed in the attached EXHIBIT A.
9. It is mutually agreed by and between the parties hereto that EXHIBIT A of THIS MASTER AGREEMENT may be amended by Letter of Concurrence signed by both parties to add, delete or modify intersections with TRAFFIC SIGNALS. Said additions, deletions or modifications may result in changes to the respective cost-sharing responsibilities of the parties hereto, as these relate to maintenance costs and FUTURE COSTS and will be reflected in said EXHIBIT A. The COUNTY's County Engineer (hereinafter the COUNTY ENGINEER) shall act on behalf of the COUNTY as said actions relate to changes to EXHIBIT A, and the chief elected official shall act on behalf of the VILLAGE as said actions relate to changes to EXHIBIT A.

10. The VILLAGE agrees that, by executing THIS MASTER AGREEMENT, the VILLAGE concurs in the COUNTY award of the COUNTY's traffic signal maintenance contract in accordance with the standard policies and procedures as adopted and used by the COUNTY.

The VILLAGE further agrees that the COUNTY's traffic signal maintenance contractor, as well as any maintenance prices, may change at any time without prior written notice to the VILLAGE.

11. The VILLAGE agrees that the COUNTY shall have the sole and exclusive right to control and regulate the sequence and all other aspects of phasing and timing of all COUNTY SIGNALS.

### **SECTION III.**

#### **Treatment of VILLAGE-Owned EMITTERS**

1. If the VILLAGE operates EMITTERS for any reason, the VILLAGE shall monitor the operation of the EVPS located at those intersections listed in the attached EXHIBIT A, and, if any portion of the EVPS is not functioning as designed, it is the responsibility of the VILLAGE to make prompt notification to the COUNTY of the operational problems of said EVPS at said intersections.
2. The COUNTY reserves the right to modify, modernize, upgrade, improve, revise, replace, repair, remove or re-install any or all of the EVPS equipment at any of the INTERSECTIONS, excluding the EMITTERS (which are the property of the VILLAGE), as may be best determined by the COUNTY ENGINEER.
3. The VILLAGE agrees that, should there exist or arise issues of compatibility between the COUNTY's EVPS and the VILLAGE's EMITTERS, the VILLAGE shall be responsible for one-hundred percent (100%) of all costs (including equipment costs and/or repair costs) necessary to remedy said issues of compatibility, including the purchase of new EMITTERS; however, in such cases, the COUNTY shall make a reasonable, "good faith" effort to rectify said issues using COUNTY personnel and resources, but shall in no case incur any monetary expense in its attempts to rectify said issues.

**SECTION IV.**  
**General Provisions**

1. It is mutually agreed by and between the parties hereto that payments due to the COUNTY by the VILLAGE in accordance with the provisions of THIS MASTER AGREEMENT shall be made in a lump sum amount for the full amount of any invoice billings from the COUNTY in accordance with the Local Government Prompt Payment Act, 50 ILCS 505 et seq.
2. It is mutually agreed by and between the parties hereto that the scope of any future roadway capacity and traffic signal additions or improvements to COUNTY Highways within the VILLAGE limits shall be determined by the COUNTY ENGINEER in consultation and concurrence with the VILLAGE. It is further mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY ENGINEER to maintain, operate, improve, manage, construct, reconstruct, or repair COUNTY Highways as best determined, as provided by law.
3. It is mutually agreed by and between the parties hereto that nothing contained in THIS MASTER AGREEMENT is intended or shall be construed as in any manner or form creating or establishing a relationship of co-partners between the parties hereto, or as constituting the VILLAGE (including its elected officials, duly appointed officials, officers, employees and agents), the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY with respect to all services performed under THIS MASTER AGREEMENT.
4. It is mutually agreed by and between the parties hereto that each party warrants and represents to the other party and agrees that (1) THIS MASTER AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them, pursuant to all applicable and substantive requirements; (2) THIS MASTER AGREEMENT is binding and valid and will be specifically enforceable against each party; and (3) THIS MASTER AGREEMENT does not violate any presently existing provision of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.

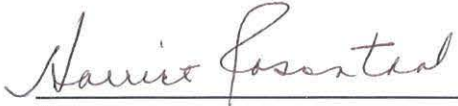
5. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT shall be deemed to take effect on July 1, 2015, provided the duly authorized agents of the parties hereto duly execute THIS MASTER AGREEMENT by affixing their signatures prior to July 1, 2015. In the event the date that the last authorized agent of the parties hereto affixes their signature to THIS MASTER AGREEMENT is subsequent to July 1, 2015, the effective date of THIS MASTER AGREEMENT shall then be the first day of the month which follows the date that the last authorized agent of the parties hereto affixes their signature.
6. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT shall be enforceable in any court of competent jurisdiction by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
7. It is mutually agreed by and between the parties hereto that the provisions of THIS MASTER AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS MASTER AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS MASTER AGREEMENT.
8. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein and that THIS MASTER AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof. Any prior agreements between the parties hereto shall remain in full force and effect except as modified by THIS MASTER AGREEMENT.
9. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions or waivers of any provision of THIS MASTER AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
10. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
11. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS MASTER AGREEMENT.

12. It is mutually agreed by and between the parties hereto that THIS MASTER AGREEMENT shall remain in full force and effect for such a period of time as any of the COUNTY SIGNALS and VILLAGE SIGNAL located at any of the intersections listed in the attached EXHIBIT A remain in place, in use and in operation.

**ATTEST:**

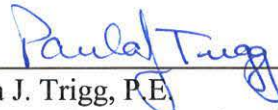
  
\_\_\_\_\_  
Village Clerk

**VILLAGE OF DEERFIELD**

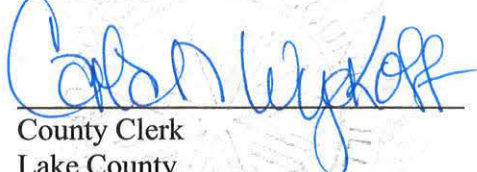
By:   
\_\_\_\_\_  
Mayor

Date: June 16, 2015

**RECOMMENDED FOR EXECUTION**

  
\_\_\_\_\_  
Paula J. Trigg, P.E.  
Director of Transportation / County Engineer  
Lake County

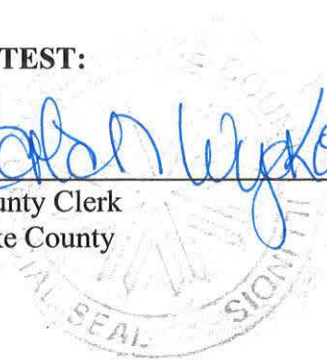
**ATTEST:**

  
\_\_\_\_\_  
County Clerk  
Lake County

**COUNTY OF LAKE**

By:   
\_\_\_\_\_  
Chair  
Lake County Board

Date: 7.8.15



**EXHIBIT A**  
**COUNTY-MAINTAINED SIGNALS**  
**DIVISION OF COSTS**  
**5/27/2015**

Location of COUNTY-owned SIGNALS	Effective Date	MAINTENANCE and FUTURE COSTS		ENERGY COSTS	
		VILLAGE %	COUNTY %	VILLAGE %	COUNTY %
Saunders Road at Discover Way/Takeda Parkway	2/12/03	Novus Credit Services, Inc.		Novus Credit Services, Inc.	
Saunders Road at Parkway North Boulevard	7/1/15	100	0	100	0
Deerfield Road at Parkway North Boulevard	<sup>1</sup>	100	0	100	0
Deerfield Road at I-94 East On Ramp	7/1/15	0	100	100	0
Deerfield Road at I-94 West Off-Ramp	7/1/15	0	100	100	0
Deerfield Road at Castlewood Lane	7/1/15	50	50	100	0
Deerfield Road at Wilmot Road	7/1/15	50	50	100	0
Deerfield Road at Robert York Avenue	<sup>2</sup>	50	50	100	0
Deerfield Road at Deerfield Square	<sup>2</sup>	100	0	100	0
Deerfield Road at Rosemary Terrace	<sup>2</sup>	50	50	100	0
Deerfield Road at Kenton Road/Kipling Road	<sup>2</sup>	50	50	100	0
Deerfield Road at Heather Road/Carlisle Avenue	<sup>2</sup>	50	50	100	0
Location of VILLAGE-owned SIGNALS	Effective Date	MAINTENANCE and FUTURE COSTS		ENERGY COSTS	
		VILLAGE %	COUNTY %	VILLAGE %	COUNTY %
Deerfield Road at Chestnut Street	<sup>2</sup>	100	0	100	0

<sup>1</sup> Effective upon the completion of construction activity and the acceptance of the TRAFFIC SIGNALS at the intersection by the COUNTY ENGINEER (construction via LCDOT permit number 034-402-15).

<sup>2</sup> Effective upon the completion of the proposed reconstruction project along Deerfield Road (project 11-00092-00-PV), the Jurisdictional Transfer of Deerfield Road from the VILLAGE to the COUNTY, and the acceptance of the TRAFFIC SIGNALS at the intersections included in the Deerfield Road reconstruction project by the COUNTY ENGINEER.

**VILLAGE OF DEERFIELD  
LAKE AND COOK COUNTIES, ILLINOIS**

---

**RESOLUTION NO.     R-15-13**

**A RESOLUTION AUTHORIZING A MASTER AGREEMENT BETWEEN  
THE COUNTY OF LAKE AND THE VILLAGE OF DEERFIELD  
FOR ENERGY COSTS, MAINTENANCE COSTS AND FUTURE COSTS  
ASSOCIATED WITH COUNTY-MAINTAINED TRAFFIC CONTROL DEVICES**

---

**WHEREAS**, the Village of Deerfield is a home rule unit of local government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution; and

**WHEREAS**, as a home rule unit of local government, the Village may exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6; and

**WHEREAS**, the Village of Deerfield and the County of Lake have contracted for sharing energy, maintenance and future costs of traffic control signal devices located at intersections within the corporate limits of the Village; and

**WHEREAS**, the County of Lake and the Village of Deerfield have now negotiated a “Master Agreement Between the County of Lake and the Village of Deerfield for Energy Costs, Maintenance Costs and Future Costs Associated with County-Maintained Traffic Control Devices”, a copy of which is attached hereto as Exhibit A (the “Master Agreement”), that will terminate and supersede any and all prior agreements between the County and the Village with respect to such traffic signals, and provide for the maintenance, energy costs and future costs of the county-owned traffic signals and the village-owned traffic signals listed on Exhibit A to the Master Agreement; and

**WHEREAS**, the corporate authorities of the Village of Deerfield find that it is in the best interests of the Village of Deerfield that the Master Agreement be authorized and approved, and that all prior agreements between the County of Lake and the Village of Deerfield relating to the traffic signals listed on Exhibit A to the Master Agreement be terminated and superseded as provided in the Master Agreement;

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, in the exercise of its home rule powers, as follows:

**SECTION 1:** That the above and foregoing recitals are hereby incorporated and made a part of this Resolution as if fully set forth herein.

**SECTION 2:** That the Master Agreement between the County of Lake and the Village of Deerfield, a copy of which is attached hereto as Exhibit A, be and the same is hereby approved and authorized.

**SECTION 3:** That the President and Village Clerk of the Village of Deerfield are hereby authorized and directed to execute and attest said Master Agreement for and on behalf of the Village of Deerfield.

**SECTION 4:** That this Resolution, and each of its terms, shall be the effective legislative act of a home rule municipality without regard to whether such Resolution should: (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law; or, (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the Village of Deerfield that to the extent that the terms of this

Resolution should be inconsistent with any non-preemptive state law, this Resolution shall supersede state law in that regard within its jurisdiction.

**SECTION 5:** That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 15th day of June, 2015.

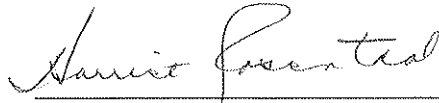
AYES: Farkas, Jester, Seiden, Shapiro, Struthers

NAYS: None

ABSENT: Nadler

ABSTAIN:

APPROVED this 15th day of June, 2015.

  
\_\_\_\_\_  
Village President

ATTEST:

  
\_\_\_\_\_  
Village Clerk



# Lake County Illinois

Certified Copy

resolution: 15-0620

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**File Number: 15-0620**

Joint resolution authorizing the execution of a master agreement with the Village of Deerfield regarding the energy, maintenance, and future costs of County and Village owned traffic control devices and interconnection with Lake County PASSAGE.

## RESOLUTION

**WHEREAS**, Lake County, by and through its Division of Transportation, maintains and operates, through Lake County PASSAGE, traffic control devices on the County highway system; and

**WHEREAS**, the Village of Deerfield operates and has jurisdiction over certain traffic control devices on the local roadway system within its corporate boundaries; and

**WHEREAS**, Lake County and the Village of Deerfield are desirous of entering into an agreement stating the terms and conditions for energy, maintenance, and future costs of County and Village owned traffic control devices; and

**WHEREAS**, it is in the best interest of Lake County to authorize the County Engineer of Lake County to amend Exhibit A of the master agreement, as may be warranted from time-to-time, adding, deleting or modifying intersections with traffic control devices that are within the corporate boundaries of the Village of Deerfield, in accordance with said master agreement.

**NOW, THEREFORE BE IT RESOLVED** by this Lake County Board, that the County Board Chair, the County Clerk, and the County Engineer of Lake County, Illinois, be authorized, and they are hereby directed to execute a master agreement, and any subsequent amendments thereto, with the Village of Deerfield stating the terms and conditions for energy, maintenance, and future costs of County and Village owned traffic control devices, and a draft copy of said agreement is attached hereto.

**BE IT FURTHER RESOLVED** that the County Engineer shall transmit, in writing, the final agreement, and any amendments, to be executed by the County Board Chair and the County Clerk.

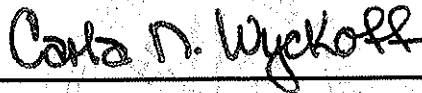
**BE IT FURTHER RESOLVED** that the County Engineer of Lake County is hereby authorized to amend Exhibit A, within the above-said master agreement between Lake County and the Village of Deerfield adding, deleting or modifying intersections with traffic control devices, as may be warranted from time-to-time, and that are within the corporate boundaries of the Village of Deerfield in accordance with said master agreement.

**BE IT FURTHER RESOLVED** that the above-said master agreement takes the place of and supersedes all prior agreements between the Village of Deerfield and Lake County relative to energy, maintenance, and future costs of Village owned traffic control devices and interconnection with Lake County PASSAGE.

**DATED** at Waukegan, Illinois, on June 9, 2015.

I, Carla N. Wyckoff, certify that this is a true copy of resolution No. 15-0620, passed by the Lake County Board on 6/9/2015.

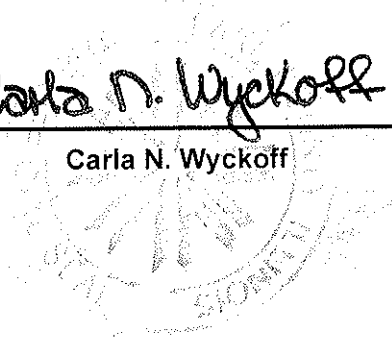
Attest:



Carla N. Wyckoff

JUN 09 2015

Date Certified



**REQUEST FOR BOARD ACTION**

**Agenda Item: 26-74**

**Subject:** Ordinance Amending the Village Code re Stop Street Intersections

**Action Requested:** Approve Amendment

**Originated By:** Director of Public Works and Engineering

**Referred To:** Mayor and Village Board of Trustees

**Summary of Background and Reason for Request**

The intersection of Montgomery Road and King Richards Court is within 200 feet of the entrance to Caruso Middle School. As such, periods of heavy traffic along Montgomery Road are common during the regular school season. The intersection in question is currently un-controlled, meaning that there are no existing stop or yield signs. Though vehicular collisions are not problematic in this location, there is heavy pedestrian activity which warrants additional traffic control measures that ensure safety.

Montgomery Road between the entrance of Caruso Middle School and Wilmot Road already maintains two all-way stop intersections. Therefore, adding an all-way stop at the intersection of Montgomery Road and King Richards Court will not meet spacing warrants as outlined in the MUTCD. However, by placing regulatory stop signs for Northbound/Southbound traffic the intersection will operate more safely for pedestrians and does not require a full MUTCD Warrant Analysis. Engineering judgement and field observations dictate that a 2-way stop at the intersection are a reasonable accommodation for the vehicular/pedestrian traffic in the vicinity. If approved, this new signage will be implemented during the summer months, before school is back in session.

It is recommended that the Village Board Approve the Ordinance Amending the Village Code re Stop Street Intersections. The Director of Public Works, Robert Phillips, will be at the meeting to answer questions.

**Reports and Documents Attached:**

Ordinance

**Date Referred to Board:** July 6, 2026

**Action Taken:** \_\_\_\_\_

VILLAGE OF DEERFIELD

ORDINANCE NO. 2026-\_\_\_\_\_

AN ORDINANCE AMENDING SECTION 22-164 OF  
“THE MUNICIPAL CODE OF THE VILLAGE OF DEERFIELD, ILLINOIS, 1975,”  
AS AMENDED, REGARDING STOP STREET INTERSECTIONS

WHEREAS, the Village of Deerfield is a home rule unit of local government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, pursuant to Section 11-302 of the Illinois Vehicle Code, 625 ILCS 5/11-302, the Village is authorized to designate any intersection as a stop street intersection and erect stop signs at one or more entrances to such intersection; and

WHEREAS, Section 22-164 of Article 21 of Chapter 22 of the “The Municipal Code of the Village of Deerfield, Illinois, 1975”, as amended (**“Village Code”**), designates certain street intersections within the Village as “stop street intersections”; and

WHEREAS, the Village desires to amend the Village Code as provided in this Ordinance to designate the intersection of Montgomery Drive at Robert York Avenue as a “stop street intersection” for all vehicular traffic travelling eastbound and westbound at the intersection and for all vehicular traffic travelling northbound and southbound at the intersection; and

WHEREAS, the Village Board has determined that it will serve and be in the best interests of the Village and its residents to amend the Village Code pursuant to this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, as follows:

**SECTION ONE: RECITALS.** The foregoing recitals are incorporated into, and made a part of, this Ordinance as findings of the Village Board.

**SECTION TWO: AMENDMENT TO SECTION 22-164 OF THE VILLAGE CODE.** Section 22-164, titled “Exhibit D. Stop Street Intersections,” of Article 21, titled “Exhibits,” of Chapter 22, titled “Vehicles and Traffic,” of the Village Code is hereby amended to add the following:

“Sec. 22-164. Exhibit D. Stop Street Intersections:

In accordance with the provisions of section 22-62 of this chapter, and when signs are erected giving notice thereof, the following intersections are stop street intersections:

\* \* \*

Montgomery Court at Montgomery Road

Additions are bold and double-underlined; deletions are struck through.

**Montgomery Drive at Robert York Avenue (4-way)**

Montgomery Road at Wilmot Road

\* \* \*

**SECTION THREE: EFFECTIVE DATE.** This Ordinance will be in full force and effect after its passage and approval in the manner provided by law.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

ORDINANCE NO.

---

Daniel C. Shapiro, Mayor

ATTEST:

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Kent S. Street, Village Clerk

**Additions are bold and double-underlined; deletions are struck through.**

**REQUEST FOR BOARD ACTION**

**Agenda Item:** 26-75

**Subject:** Resolution to Approve Agreement for Phase II Engineering Services for the Wilmot Road Resurfacing Project

**Action Requested:** Adopt Resolution

**Originated By:** Public Works and Engineering

**Referred To:** Mayor and Board of Trustees

**Summary of Background and Reason for Request**

In 2025, the Village completed an expedited federal Phase I design study for the resurfacing of Wilmot Road from Lake Cook Road to Deerfield Road. While not required for a locally funded project, following the federal design process allows the Village to solicit for federal funding through the Lake County Council of Mayors (LCCOM) to help offset the cost of the project. In December of 2025, the Village officially submitted for Surface Transportation Program funding through LCCOM.

This section of Wilmot Road was last resurfaced in 2009 and is in need of resurfacing. In addition to resurfacing of the roadway, other improvements include spot curb and gutter repair, ADA curb ramp upgrade where necessary, and adjusting drainage structures due to resurfacing operations.

Ciorba Group developed the plans for the resurfacing project in 2009 and has submitted a proposal in the amount of \$82,675 to complete the Phase II design work for this project. Staff recommends that the Village Board authorize the resolution to approve an agreement for Phase II Engineering Services for the Wilmot Road Resurfacing Project to Ciorba Group in the amount not to exceed \$82,675.

**Reports and Documents Attached:**

Resolution

**Date Referred** July 6, 2026

**Action Taken:** \_\_\_\_\_

VILLAGE OF DEERFIELD

RESOLUTION NO. 2026-\_\_\_\_\_

A RESOLUTION APPROVING AN AGREEMENT WITH CIORBA GROUP, INC.  
FOR PHASE II ENGINEERING SERVICES

WHEREAS, the Village of Deerfield (“*Village*”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village desires to retain a firm to provide design plans and specifications for the Wilmot Road Resurfacing Project (“*Services*”); and

WHEREAS, the Village received a proposal from Ciorba Group, Inc. of Chicago, Illinois (“*Consultant*”) to provide the Services for an amount not to exceed \$82,675; and

WHEREAS, the Village and Consultant desire to enter into an agreement for the provision of the Services by Consultant (“*Agreement*”); and

WHEREAS, the Mayor and Board of Trustees have determined that entering into the Agreement with Consultant will serve and be in the best interest of the Village and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, as follows:

**SECTION 1: RECITALS.** The Village Board hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

**SECTION 2: APPROVAL OF AGREEMENT.** Pursuant to the Village’s home rule authority, the Agreement by and between the Village and Consultant is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form and substance acceptable to the Village Manager and the Village Attorney.

**SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT.** The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the final Agreement upon receipt by the Village Clerk of at least one original copy of the final Agreement executed by Consultant; provided, however, that if the executed copy of the final Agreement is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the Mayor and Board of Trustees, be null and void.

**SECTION 4: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

*[SIGNATURE PAGE FOLLOWS]*

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO:

---

Daniel C. Shapiro, Mayor

ATTEST:

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Kent S. Street, Village Clerk

**EXHIBIT A**  
**AGREEMENT**

**Agreement for Engineering Services  
Village of Deerfield  
Wilmot Road Phase II LAFO Project  
Ciorba Project Number 22076.02**

This AGREEMENT, made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by and between the Village of Deerfield (hereinafter referred to as the "CLIENT"), and CIORBA GROUP, INC. located at 8725 W. Higgins Road, Suite 600 in Chicago, Illinois, a firm of Consultants (hereinafter referred to as "CIORBA"), with regard to providing certain engineering services as set forth below in Exhibit A in connection with the Wilmot Road Phase II LAFO project

(hereinafter referred to as the "PROJECT") as detailed in the attached scope of work.

NOW THEREFORE, the CLIENT and CIORBA, in consideration of the mutual covenants hereinafter set forth, agree to as follows:

**Basic Agreements of Ciorba**

1. CIORBA, in signing this AGREEMENT, certifies that it is in compliance with the state law relating to professional registration of individuals and to corporate practice for rendering such services. CIORBA further certifies that 362525351 is its correct Federal Taxpayer Identification Number and that it is doing business as a corporation.
2. CIORBA represents that it has complied with applicable Federal, State, and local laws pertaining to labor, equal employment opportunity and contract procurement and knows of no violations thereof, and such representation shall survive until time of completion of the project.
3. CIORBA agrees to perform certain enumerated services in connection with the PROJECT hereinafter stated as described in EXHIBIT A—SCOPE OF SERVICES.
4. The work shall commence within five (5) days of receiving written authorization to proceed from the CLIENT. Services shall be completed within 180 calendar days. Time to complete the services excludes from consideration periods of delay caused by CLIENT, circumstances beyond the control of CIORBA and, if applicable, review time by any necessary State and Federal agencies.
5. CIORBA agrees to maintain insurance coverage in the following minimum amounts:

Professional Liability	\$2,000,000 per claim/aggregate
General Liability	\$1,000,000 Each Occurrence - Bodily Injury \$1,000,000 Each Occurrence - Property Damage \$2,000,000 Aggregate
Automotive Liability - including non-ownership and hired car coverage	\$1,000,000 Per Person/Per Accident
Employer's Liability	\$500,000 Each Occurrence
Worker's Compensation	Per Statutory Amount

6. CIORBA shall file with the CLIENT a Certificate of Insurance showing complete coverage of all insurance being furnished, signed by the insurance companies or their authorized agents. CIORBA shall name the CLIENT as an additional insured for general liability and automotive

liability for limits stated above and per its insurers' standard additional insured endorsements. CIORBA shall require all of its subcontractors and subconsultants to carry insurance in the amounts stated above. Additional insured endorsements shall be attached to the Certificate of Insurance.

7. CLIENT agrees to maintain its own General Liability, Automotive Liability, Employer's Liability with amounts no less than that shown for CIORBA. CLIENT also agrees to maintain Workers Compensation insurance with statutory limits. CLIENT agrees to require its other consultants and contractors to maintain similar coverage.
8. CIORBA shall perform its services consistent with the prevailing practices and customs of like firms performing similar services.
9. All plans and other documents furnished by CIORBA pursuant to this AGREEMENT will be endorsed by CIORBA and show the requisite professional seal where such is required by law.

## Basic Agreements of the Client

1. The CLIENT'S and CIORBA'S designated representatives for this project shall be:

CLIENT	
Name:	Tyler Dickenson
Title:	Assistant Director of Public Works& Engineering
Email:	tdickinson@deerfield.il.us
Phone:	847.719.7463
Address:	465 Elm Street Deerfield, IL 60015

CIORBA	
Name:	Mark Johnson
Title:	Project Manager
Email:	mjohnson@ciorba.com
Phone:	847.946.2432
Address:	8725 W Higgins Rd, Suite 600 Chicago, IL 60631

Such representatives shall have authority to act on behalf of their respective principals and render decisions efficiently. Either party may change its designated representative by a writing sent to the other.

2. The CLIENT will pay CIORBA for the performance of the contract as indicated in Exhibit B - PROJECT FEE:
  - a. On a monthly basis upon receipt of an invoice based on the actual cost of work completed. "Actual Cost" is defined as the direct labor costs associated with the personnel used for the work times a direct labor multiplier (DLM) of 3.0 to cover profit, overhead, payroll burden and fringe benefits, plus direct costs.
  - b. Direct costs are travel, shipping, and other out-of-pocket company expenses as well as outside costs. Direct costs will be reimbursed to CIORBA at their cost with no additional service charge.
  - c. The upper limit of compensation shall not exceed \$82,674.88 and is detailed in Exhibit B.
  - d. If the CLIENT identifies an item in the invoice which appears to be in error, the CLIENT may withhold the payment for that but shall pay the balance of the invoiced amount and provide CIORBA with a statement concerning the questioned item. Alternatively, the CLIENT may pay the full amount of the invoice, provide a statement of the questioned item, and adjustment, if appropriate, will be made in the next subsequent invoice submitted by CIORBA, all pending further discussion between the parties.
3. The CLIENT agrees to furnish CIORBA with all available plans, utility atlases and survey data useful to the work to be done by CIORBA. CIORBA shall have the right to rely on the accuracy of any information provided by the CLIENT or CLIENT other consultants. CIORBA shall not be responsible for the negligent acts or omissions of the CLIENT other consultants, or any other person or entity performing work on the PROJECT who are not under the direct control or authority of CIORBA.
4. The CLIENT agrees that, should the CLIENT require Extra Work, the CLIENT will pay CIORBA for such Extra Work. Extra Work is defined as any engineering services required beyond the Scope of Services identified in the BASIC AGREEMENTS OF CIORBA. Extra Work shall not commence

until written authorization is received from the CLIENT. Extra Work will be paid on the basis of "Actual Cost" being defined in paragraph 2. of the BASIC AGREEMENTS OF THE CLIENT. The compensation for these changes could be limited to an amount mutually agreed to by the CLIENT and CIORBA. Extra Work will be paid on the basis of the "Actual Cost" being defined in paragraph 2. of the BASIC AGREEMENTS OF THE CLIENT.

5. Notwithstanding the foregoing, should CIORBA receive subpoenas or be subject to court orders arising from the Work, CIORBA shall upon notice to the CLIENT be compensated for compliance with said subpoenas or orders by CLIENT at CIORBA'S then prevailing hourly rates.
6. That, should the CLIENT require changes in any of the detailed reports, studies or estimates after they have been approved by the CLIENT, the CLIENT will pay CIORBA for such changes on the basis of the "Actual Cost" being defined in paragraph 2. of the BASIC AGREEMENTS OF THE CLIENT and calculated at CIORBA's then prevailing hourly rates. The compensation for these changes could be limited to an amount mutually agreed to by the CLIENT and CIORBA.

## General Conditions

1. This contract shall constitute the entire agreement and understanding by and between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless done so in writing with signatures by both the CLIENT and CIORBA.
2. The CLIENT and CIORBA each bind themselves and their partners, successors, executors, administrators and assign to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto. Both CLIENT and CIORBA agree that neither shall take any action to assert any claims or lawsuits against an individual officer, employee, agent, owners of the other. This AGREEMENT shall not be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and CIORBA. No third-party beneficiaries are created by this AGREEMENT.
3. Copies of tracings, plans, reports, estimates, maps, survey notes, computations, electronic data files and other documents prepared by CIORBA in accordance with this AGREEMENT shall upon request be delivered to the CLIENT per Exhibit A.
4. That none of the services to be furnished by CIORBA, other than those shown in EXHIBIT A, shall be sublet, assigned, or transferred to any other party or parties without written consent of the CLIENT. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by CIORBA shall not be construed to relieve CIORBA of the responsibility for the fulfillment of this AGREEMENT. Further, CLIENT agrees it shall not assign or transfer this Agreement except upon the written consent of CIORBA. Any such consent by CIORBA shall not be construed to relieve CLIENT of the obligations hereunder.
5. CIORBA assumes no responsibility for the detection or removal of any hazardous substances or archeological finds found at the job site.
6. Any difference between CIORBA and the CLIENT concerning their interpretation of the provisions of this AGREEMENT shall, before any litigation is commenced, be referred to a mediation committee as a condition precedent to litigation. The committee shall consist of one member appointed by CIORBA, one member appointed by the CLIENT and a third member appointed by the two other members.
7. LIMITATIONS - Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of substantial completion of construction for acts or failures to act occurring prior to substantial completion or the date of issuance of the final Certificate of Payment for acts or failures to act occurring after substantial completion.
8. This AGREEMENT may be terminated by the CLIENT upon giving notice in writing to CIORBA at the address indicated in this agreement. Upon such termination, and upon payment in full to CIORBA, CIORBA shall cause to be delivered to the CLIENT all surveys, permits, agreements, reports, drawings, partial and completed estimates and data, if any, from soil survey and subsurface investigations, with the understanding that all such material becomes the property of the CLIENT subject to CIORBA retaining all intellectual property rights including common law, statutory, copyright, and other reserved rights in the instruments of service.

9. The CLIENT agrees that, should the Project or any part thereof be abandoned or terminated at any time after CIORBA has performed any part of the services provided for in this AGREEMENT; and prior to the completion of such services, the CLIENT shall reimburse CIORBA for their actual costs, incurred up to the time they are notified in writing of such abandonment or termination, Actual Cost being defined in paragraph 2. Under "BASIC AGREEMENTS OF THE CLIENT".
10. In accepting and utilizing any drawings, reports, documentation, and other technical submissions (in any form including electronic media) generated and furnished by CIORBA, the CLIENT agrees that these are all instruments of service of CIORBA, who shall be deemed the author, and shall retain all common law, statutory law, and other rights, including copyrights.

The CLIENT agrees not to reuse any drawings, reports, documentation, and other technical submissions (in any form including electronic media), in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer the drawings, reports, documentation, and other technical submissions (in any form including electronic media) to others without the prior written consent of CIORBA. The CLIENT further agrees to waive all claims against CIORBA resulting in any way from any unauthorized changes to or reuse of any drawings, reports, documentation, and other technical submissions (in any form including electronic media) for any other project by anyone other than CIORBA.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CIORBA, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than CIORBA or from any unauthorized reuse of any drawings, reports, documentation and other technical submissions (in any form including electronic media) without the prior written consent of CIORBA.

Under no circumstances shall delivery of any drawings, reports, documentation, and other technical submissions (in any form including electronic media) for use by the CLIENT be deemed a sale by CIORBA, and CIORBA makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall CIORBA be liable for indirect or consequential damages as a result of the CLIENT'S reuse of any drawings, reports, documentation and other technical submissions (in any form including electronic media).

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party, including any contractors, subcontractors, design professionals, or subsequent users.

11. Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. Ciorba shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and Ciorba shall have no obligations to correct errors or maintain electronic files.
12. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by CIORBA and electronic files, the signed or sealed hard-copy construction documents shall govern.
13. This AGREEMENT and the enforcement therefore shall be governed, construed and controlled in all respect by the laws of the state where the Project is located.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the date first above written.

Executed by the:

Village of Deerfield of the State of Illinois, acting by and through its Board of Trustees.

By: \_\_\_\_\_  
Agency President, Mayor (*or other Elected Official*)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Ciorba Group, Inc.**

By: \_\_\_\_\_  
Name: Duane O’Laughlin, PE  
Title: Chief Operating Officer  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*EXHIBIT A—SCOPE OF SERVICES*

## SCOPE OF WORK

CONSULTANT:	Ciorba Group, Inc.
PRINCIPAL	Duane O’Laughlin, PE
PROJECT MANAGER:	Mark Johnson, PE, PTOE
ROUTE:	Wilmot Road
COUNTY:	Lake
LOCAL AGENCY CONTACT:	Tyler Dickenson, Village of Deerfield

## PROJECT UNDERSTANDING

This project involves developing Phase II LAFO plans for Wilmot Road from Lake Cook Road to Deerfield Road in the Village of Deerfield (approximately 5,200 feet). The proposed Roadway improvements will include:

- Pavement Patching
- 2 ¼” Hot-Mix Asphalt Surface Removal
- 1 1/2” Hot-Mix Asphalt Surface Course
- ¾” Polymerized Hot-Mix Asphalt Leveling Binder Course
- Curb and Gutter Removal and Replacement
- Curb Ramp (ADA) Improvements
- Drainage Structure Adjustments

All deliverables to the Village and other organizations will be provided electronically unless otherwise noted.

The Scope of Services as well as our engineering fee are based on the current requirements for Final Design Engineering services as set forth by IDOT to be on an IDOT letting. Ciorba will follow IDOT standards and specifications throughout the project.

Following is a summary of items that are included in the proposed scope of services.

## SCOPE OF SERVICES

1. Meetings, Coordination & Data Collection
  - a. Meetings
    - i. Prepare for and attend one virtual kick-off meeting with Deerfield staff. Prepare meeting minutes and distribute for approval.
    - ii. Prepare for and attend one virtual kick-off meeting with IDOT. Prepare meeting minutes and distribute for approval.
  - b. Coordination
    - i. Coordination with Deerfield, Cook County, and IDOT.
    - ii. Coordination with utility companies within the project limits.
    - iii. Submit and electronic copy of plans to utility companies.
  - c. Data Collection
    - i. Perform a field check to estimate pavement and curb patching quantity.
2. Surveys
  - a. Topographic Survey. The topographic survey will include the full ROW of Wilmot Road and will extend 30’ past the return radius of the curb at each intersection within the survey limits. Topographic survey items will include the following information within the project limits:

## SCOPE OF WORK

- i. Spot elevations will be taken at 50-foot cross sections including grade changes, to show topography at a 1' contour interval
    - ii. Visible man-made features
    - iii. Structure Inspections for pipe sizes and inverts will not be performed.
    - iv. Location of existing utilities structures within or adjacent to the site including (utility/sewer lines will not be shown on the plans since LAFO guidelines only allow structure adjusts).
- 3. Engineering Studies/Plans
  - a. Contract & Roadway Plans - Prepare pre-final (80%) and final (100%) submittals to the Village and IDOT.
    - i. Title Sheet (1 sheet)
    - ii. Index, Highway Standards, and General Notes (1 sheet)
    - iii. Summary of Quantities (2 sheets)
    - iv. Typical Sections (2 sheets)
    - v. Proposed Plan & Pavement Marking Sheets (1"=20' scale, 9 sheets - Double Pane)
    - vi. Maintenance of Traffic General Notes and Staging (1 sheet)
    - vii. IDOT District 1 Details (8 sheets)
  - b. Permits
    - i. Initiate Cook County permit for detector loop work near Wilmot Road and Lake Cook Road intersection.
- 4. Quantity, Specifications, and Estimates -
  - a. Determine quantity of major pay items.
  - b. Develop opinion of probable construction cost
  - c. Develop Cost Determination for Lump Sum Items
  - d. Develop Specifications
    - i. The contract documents will be prepared according to the latest IDOT Standard Specifications for Roads and Bridge Construction (SSRBC). For construction work items without adequate specifications, Special Provisions will be provided per IDOT BDE guidelines and requirements for the prefinal and final submittals.
  - e. Estimate of Time
- 5. QC/QA
  - a. Perform Quality Control/Quality Assurance during the project. QC/QA reviews will be conducted by Ciorba for all submittals prior to being submitted to the Village, IDOT, or other agencies/project stakeholders.
- 6. Project Management and Administration
  - a. Provide project oversight.
  - b. Prepare progress reports.
  - c. Project control of scope, schedule, and budget.

Activity		Grand Total	Project Manager III	Project Manager I	Lead Surveyor	Engineer IV	Engineer II	Engineer I	Technician I	# of Sheets
<b>TOTAL</b>		<b>543</b>	<b>11</b>	<b>49</b>	<b>29</b>	<b>143</b>	<b>195</b>	<b>106</b>	<b>10</b>	<b>24</b>
1.	Meetings, Data Collection & Coordination	Task Total:	44	1	8	6	12	9	8	0
	0110 Meetings	Meetings:	12	1	4		6	1		0
	Meetings with Village - 1 each		2	1	1					
	IDOT Kickoff Meeting		2		1	1				
	Meeting Minutes - 2 each		4		1	3				
	Prepare Agenda/Exhibits for Meetings - 2 each		4		1	2	1			
	0120 Coordination	Subtotal:	22		4	6	4		8	0
	Coordination with Village and Village Reps		4		2	2				
	Coordination with IDOT and County		4		2	2				
	Coordination with Project Team		2			2				
	Coordination with Utilities		6			2		4		
	Submit Plans to Utilities (1 submittal)		6			2		4		
	0130 Data Collection	Subtotal:	10			2	8			0
	Field Checks		10			2	8			
2.	Survey	Task Total:	131			23		98	10	0
	0210 Field Survey	Subtotal:	111			3		98	10	0
	Project Survey Plan & Field Preparation		7			3		2	2	
	Establish Control Points and Ties (1.5 hours per control point)		8					8		
	Level Circuit		16					8	8	
	Horizontal Topography (assume 200-300 ft per hour)		80					80		
	0220 Process Survey	Subtotal:	16			16				0
	Drafting Existing Conditions (4,000 ft per day)		8			8				
	Create Digital Terrain Model		8			8				
	0230 Boundary Survey Office	Subtotal:	4			4				0
	QA/QC of Deliverable / Revisions		4			4				
3.	Engineering Studies/Plans	Task Total:	276		23		99	154		24
	0560 Contract Plans	Subtotal:	68		4		20	44		10
	Title Sheet - 1 sheet		12		1		2	9		1
	Typical Sections - 2 sheets		12		1		4	7		2
	General Notes & Index/Highway Standards/Commitments - 1 sheet		16				4	12		1
	Summary of Quantities - 2 sheets		12				4	8		1
	Disposition of Comments - 2 submittals		16		2		6	8		
	0570 Roadway Plans	Subtotal:	200		18		76	106		14
	MOT General Notes and Staging Descriptions - 1 sheet		16		2		4	10		1
	Proposed Plan & Pavement Marking Sheets (9 shts x 20 hrs/sheet)		180		16		70	94		5
	D1 Details - 8 sheets		4				2	2		8
	0590 Permits	Subtotal:	8		1		3	4		0
	Cook County Permit		8		1		3	4		
4.	Quantity, Specifications & Estimates	Task Total:	68		4		32	32		0
	0710 Quantity, Specifications and Estimates	Subtotal:	68		4		32	32		0
	Quantity Calculations and BOM		36				12	24		
	Specifications (Roadway and General)		16		4		4	8		
	Estimate of Time		8				8			
	Estimate of Cost		8				8			
5.	QC / QA	Task Total:	12		6	6				0
	0910 QC / QA	Subtotal:	12		6	6				0
	Roadway QC/QA		12		6	6				
6.	Project Management & Administration	Task Total:	12		4	8				0
	1010 Project Management & Administration	Subtotal:	12		4	8				0
	Project Administration		4		4					
	Invoice Preparation		6			6				
	Project Startup		2		2					

*EXHIBIT B—ENGINEERING FEE*

Cost Estimate of  
Consultant Services  
(Direct Labor Multiple)

Firm Ciorba Group, Inc.  
 Route \_\_\_\_\_  
 Section \_\_\_\_\_  
 County Lake  
 Job No. \_\_\_\_\_  
 PTB & Item \_\_\_\_\_

Date 06/12/26  
 Complexity Factor \_\_\_\_\_

DBE	ITEM	MANHOURS (A)	PAYROLL (B)	(3+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
	Meetings, Data Collection & Coordination	44	\$ 2,443.50	\$ 7,330.51	\$ -		\$ -	\$ 7,330.51	9%
	Survey	131	\$ 5,536.01	\$ 16,608.04	\$ 1,170.00		\$ -	\$ 17,778.04	22%
	Engineering Studies/Plans	276	\$ 13,700.65	\$ 41,101.95	\$ 90.00		\$ -	\$ 41,191.95	50%
	Quantity, Specifications & Estimates	68	\$ 3,363.30	\$ 10,089.90	\$ -		\$ -	\$ 10,089.90	12%
	QC / QA	12	\$ 1,052.07	\$ 3,156.21	\$ -		\$ -	\$ 3,156.21	4%
	Project Management & Administration	12	\$ 1,042.76	\$ 3,128.28	\$ -		\$ -	\$ 3,128.28	4%
	<b>TOTALS</b>	543	\$ 27,138.29	\$ 81,414.88	\$ 1,260.00			\$ 82,674.88	100%

DBE 0.00%

**Village of Deerifeld  
Wilmot Road Phase II LAFO**

**Direct Costs**

**Survey**

<u>Description</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Extended Cost</u>
Vehicle (day)	day	\$ 90.00	13	\$ 1,170.00
				\$ 1,170.00 Total

**Engineering Studies/Plans**

<u>Description</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Extended Cost</u>
Vehicle (day)	day	\$ 90.00	1	\$ 90.00
				\$ 90.00 Total

**REQUEST FOR BOARD ACTION**

Agenda Item: 26-76

**Subject:** Resolution to Approve Agreement for Phase III Engineering Services for the 135 Pfingsten Road Development

**Action Requested:** Approve Resolution

**Originated By:** Public Works and Engineering

**Referred To:** Mayor and Board of Trustees

**Summary of Background and Reason for Request**

The planned unit development (PUD) for the nearly 7.5 acre property located at 155 Pfingsten Road was approved at a recent board meeting. This PUD includes the conversion of an existing three-story office building into 112 loft style apartments as well as subdividing a portion of the property for the construction of a day care center and nursery to be located at 135 Pfingsten Road.

As with other developments, the Village and the property owners executed a Development Agreement outlining the Permittee’s responsibility with respect to applicable codes for building and site construction. The Development Agreement requires that an outside professional engineering firm perform construction observation, on-site inspections, and construction documentation to ensure compliance with approved engineering plans and specifications. Per the Agreement, the Village of Deerfield would administer the contract and pay all engineering fees and direct costs subject to reimbursement by the owner.

Staff conducted interviews with various engineering consultants in early 2024 as part of the qualifications-based selection process. Gewalt Hamilton Associates, Inc. (GHA) demonstrated their ability to best meet our needs for this project and has done so on past projects as well, most recently the active Lake Cook Crossing and Deerfield SLF projects. Their familiarity with site development and understanding of local, county and state requirements associated with this project makes GHA an ideal candidate.

GHA has submitted a detailed proposal for construction engineering services for construction of the day care center and nursery outlining their approach. Their services will include full time inspection and documentation of construction activities, including demolition and utility construction, coordination with area stakeholders and various other oversight responsibilities. Included on their team is Testing Service Corporation (TSC), who specializes in geotechnical and environmental engineering and will be able to assist with any landfill related issues discovered during the project. As part of the Demolition Agreement, the Village of Deerfield is required to administer the contract and pay all engineering fees and direct costs subject to reimbursement by the owner.

Staff has received a proposal in the amount of \$75,000 from GHA to complete the work. At this time, we are requesting that the Village Board authorize the resolution to approve an agreement with Gewalt Hamilton Associates for Phase III Engineering Services for the 135 Pfingsten Road Project in the amount not to exceed \$75,000.

**Reports and Documents Attached:**

Resolution

**Date Referred** July 6, 2026

**Action Taken:** \_\_\_\_\_

VILLAGE OF DEERFIELD

RESOLUTION NO. 2026-\_\_\_\_\_

A RESOLUTION APPROVING AN AGREEMENT WITH GEWALT HAMILTON ASSOCIATES, INC. OF VERNON HILLS, ILLINOIS  
FOR PHASE III ENGINEERING SERVICES

WHEREAS, the Village of Deerfield (“*Village*”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village desires to retain a firm to provide engineering services for the development of 135 Pfingsten Road (“*Services*”); and

WHEREAS, the Village received a proposal from Gewalt Hamilton Associates, Inc of Vernon Hills, Illinois (“*Consultant*”) to provide the Services; and

WHEREAS, the Village and Consultant desire to enter into an agreement for the provision of the Services by Consultant (“*Agreement*”); and

WHEREAS, the Mayor and Board of Trustees have determined that entering into the Agreement with Consultant will serve and be in the best interest of the Village and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, as follows:

**SECTION 1: RECITALS.** The Village Board hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

**SECTION 2: APPROVAL OF AGREEMENT.** Pursuant to the Village’s home rule authority, the Agreement by and between the Village and Consultant is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form and substance acceptable to the Village Manager and the Village Attorney.

**SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT.** The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the final Agreement upon receipt by the Village Clerk of at least one original copy of the final Agreement executed by Consultant; provided, however, that if the executed copy of the final Agreement is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the Mayor and Board of Trustees, be null and void.

**SECTION 4: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

*[SIGNATURE PAGE FOLLOWS]*

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO:

---

Daniel C. Shapiro, Mayor

ATTEST:

---

Kent S. Street, Village Clerk

**EXHIBIT A**

**Agreement**

July 2, 2026

Mr. Tyler Dickinson, P.E.  
Assistant Director of Public Works and Engineering  
Village of Deerfield  
465 Elm Street  
Deerfield, Illinois 60015



CONSULTING ENGINEERS

625 Forest Edge Drive, Vernon Hills, IL 60061  
TEL 847.478.9700 ■ FAX 847.478.9701

[www.gha-engineers.com](http://www.gha-engineers.com)

Re: Professional Engineering Services Proposal  
Construction Engineering  
Primrose Daycare Center Site Development, Deerfield, IL  
GHA Proposal No.: 2026.CS081

Dear Mr. Dickinson:

We are pleased to submit this proposal to perform construction engineering services for the proposed water main, sanitary sewer, drainage, retaining wall, sidewalk, and parking lot improvements at the Primrose Daycare Center Site Development located at 135 Pflingsten Road in the Village of Deerfield, Illinois.

Should you have any questions, or if we can be of additional assistance, please feel free to contact me via email at [dmarquardt@gha-engineers.com](mailto:dmarquardt@gha-engineers.com) or directly at (847) 821-6263. Thank you for the opportunity to be of service, and we look forward to working with you and the Village on this project.

Sincerely,  
Gewalt Hamilton Associates, Inc.

A handwritten signature in blue ink, appearing to read 'K. David Marquardt', is written over a light blue horizontal line.

K. David Marquardt  
Director of Construction and Survey Services

CC: Lucas Deferville – Gewalt Hamilton Associates, Inc.

Encl.: GHA Proposal No. 2026.CS081 Deerfield Primrose Site Development Permit Insp

**Proposal for Professional Engineering Services**

Primrose Daycare Center Development Site Improvements  
Construction Engineering Services  
Village of Deerfield  
GHA Proposal No. 2026.CS081

The Village of Deerfield (Client), having an address of 465 Elm Street, Deerfield, Illinois 60015 and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, Illinois 60061, agree and contract as follows:

**I. Project Understanding**

The property owner, 155 Group, LLC of Chicago, IL is proposing to develop the 7.43-acre parcel along the east and south sides of Pfingsten Road, approximately 890 feet north of Lake Cook Road in the Village of Deerfield.

The owner has subdivided the 323,611 square foot property into two lots. The second lot, which is approximately 74,631 square feet, will be developed into a daycare facility owned and managed by Primrose Schools.

According to the drawings prepared by Stonefield Engineering & Design, the site improvements include the removal of the existing paved surfaces and site lighting as well as the installation of various underground site utilities such as water main, sanitary sewer and storm sewer, concrete curb & gutter, sidewalk, aggregate base courses, HMA paved surfaces, and earth retention systems, as part of the development work.

**II. Scope of Services: Construction Engineering**

Based on schedule provided to the Village by the site's developers, 155 Group, LLC and Primrose Schools, GHA currently anticipates this site work beginning in September 2026 and taking approximately five (5) months to substantially complete in February 2027.

Based on our understanding of the project's scope and schedule, we anticipate a combination of full-time and part-time construction observation of the necessary construction operations and processes to ensure all materials and procedures are in conformance with Village requirements. It is assumed that full-time observation will primarily take place for all underground site utilities such as water main, sanitary sewer and storm sewer, and earth retention systems. Part-time observation will occur during all concrete curb & gutter, sidewalk, aggregate base courses, HMA paving, and building-related work.

For this proposal, we have anticipated a total of four hundred fifty (450) hours for an Engineer Technician II to perform on-site observation and various classifications performing project management between the two sites. We based these total hours on an estimated construction schedule of twenty-two (22) weeks in total with an average of forty (40) hours per week for full-time observation for a four (4) week period and an average of thirteen (13) hours per week for an eighteen (18) week period for part-time observation. If construction activities extend beyond the estimated twenty-two (22) weeks, due to tasks out of GHA's control, we will request additional services.

It is our practice to adhere to construction industry standards and compliance with the project plans and specifications in an effort to efficiently produce a quality project. As such, GHA's Construction Engineering Services will be performed in accordance with the following services:

1. GHA will provide a combination of full- and part-time construction observation, quality assurance coordination with the developer's engineer's oversight operations, and documentation of the construction operations and processes to ensure materials, procedures, and improvements are constructed in general conformance with the contract plans and specifications as well as Village requirements and notify the Village of any deficiencies.
2. GHA will provide detailed written documentation of the construction operations and progress and will report to the Village of Deerfield's Engineering Representative. We will also communicate with the Contractor and the Village Engineer regarding the requirements for observation and will provide all necessary reports specified by the Village. Copies of all reports will be forwarded to Developer representatives as well.
3. GHA will contract and coordinate with our environmental, geotechnical, and material testing subconsultant, Testing Services Corporation, Inc. (TSC) who will administer the quality assurance testing for the field and laboratory requirements regarding hot-mix asphalt, concrete, soils, and aggregate quality. TSC will confirm and document that all the materials used on the project meet or exceed the quality requirements of the contract.
4. GHA will coordinate a final walk-through upon project completion with the contractor(s) and Village of Deerfield representatives to generate a punch list of deficiencies.
5. Coordination of final inspection of the work with the Village of Deerfield and contractor upon completion of construction, including any punch list items.
6. As a representative or liaison of the Village of Deerfield, GHA staff understand the importance of our interface with the public, and will conduct all dealings with public officials, business owners, residents, and the traveling public with professionalism and courtesy.

### **III. Services Not Included**

The following are not included in our Scope of Services:

1. Land Survey services including boundary, plat, or topographic surveys, control establishment, cross sections, construction layout, or as-built surveys.
2. Permit fees and review fees.
3. Wetland mitigation or preservation or environmental investigations
4. IEPA NPDES permitting, SWPPP plan preparation, or NPDES monitoring.
5. Civil design or structural, electrical, mechanical, or environmental engineering services
6. Meetings with public officials, construction managers, architects, the Village, or agencies beyond those included in the scope, or attendance at public hearings

7. Construction observation beyond the staff hours and calendar limits established by this proposal.

#### IV. Project Schedule and Engineering Staff

Construction is anticipated to begin in September 2026. Dave Marquardt will serve as the Project Manager, and Mr. Carlos Rodriguez will serve as the primary construction engineer. Additional professional and technical staff will provide support as needed.

#### V. Compensation for Services

For the services noted above and based on the anticipated project duration, GHA proposes billing two separate invoices on a time and material (T&M) basis in accordance with the attached hourly rate schedule. The following budget is estimated for this project primarily based on the hourly rate of an Engineering Technician II.

Service	Cost
<b>135 Pfingsten Road (Primrose Daycare)</b>	
Construction Engineering Services (Assumed 450 Hours)	\$62,600.00
Environmental, Geotechnical and Quality Assurance Services	\$7,000
Estimated Reimbursable Expenses	\$5,400.00
<b>T&amp;M Fee + Reimbursables</b>	<b>\$75,000.00</b>

If required, any reimbursable expenses, including items such as printing, messenger service, truck days, mileage etc., will be billed direct to the Client without markup. Statements of GHA charges made against a project are submitted to clients every four weeks and will detail services performed. This permits the client to review the status of the work in progress and the charges made.

Should additional services be requested and authorized by the Client, beyond those outlined in Section I: Scope of Services, the client will be billed on a time-and-materials (T&M) basis in accordance with the attached GHA Hourly Rate schedule. GHA will coordinate with the owner prior to completing additional services.

#### VI. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc. (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

GHA, Inc. shall not have control of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Professional Services Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing. Attachment A is attached hereto and incorporated herein and describes special provisions to this engineering agreement.

**VII. Authorization**

By signing below, you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.

Village of Deerfield



K. David Marquardt  
Director of Construction & Survey Services

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Encl.: Carlos Rodriguez Resume  
Attachment A  
GHA Hourly Rates  
Testing Services Corporation, Inc. proposal



## **Carlos Rodriguez**

### **Engineering Technician II**

Gewalt Hamilton Associates, Inc.

Direct: 773.699.2228

[CRodriguez@GHA-Engineers.com](mailto:CRodriguez@GHA-Engineers.com)

#### **Education**

Bachelor of Science in  
Mechanical Engineering,  
North Park University,  
2018

#### **Experience**

Carlos Rodriguez is an Engineering Technician II with 8 years of experience in construction observation, documentation, layout, and utility coordination across municipal, state, and private projects. He monitors contractor compliance, prepares field documentation and pay quantities, and coordinates with stakeholders to resolve field issues. He has supported utility, roadway, drainage, and MFT projects, providing layout, quantity verification, materials tracking, and IDOT-compliant documentation. Prior to joining GHA, Mr. Rodriguez worked for the Village of Woodstock.

#### **Lake Cook Crossings, Village of Deerfield**

This project involved the new construction of eight three-story townhomes containing 254-units on 10.7 acres and included site excavation, asphalt pavement, curb and gutter, concrete sidewalk, storm sewer, sanitary sewer, and water main with a combined value of site improvements. Mr. Rodriguez was responsible for construction observation of site improvements, conformance with plans and specifications, requests for inspection and information, budget adherence and coordination with the Client, Contractor(s) and the Village of Deerfield.

#### **Deerfield Supportive Living, Village of Deerfield**

This project involved the demolition of existing buildings at 1101 Lake Cook Rd (21,138 sq. ft.) and 1121 Lake Cook Rd (20,960 sq. ft.) and build a 4-story 150-unit (127,723 sq. ft.) building on 4.67-acre property and included site excavation, asphalt pavement, curb and gutter, concrete sidewalk, storm sewer, sanitary sewer, and water main with a combined value of site improvements.. Mr. Rodriguez was responsible for construction observation of site improvements, conformance with plans and specifications, requests for inspection and information, budget adherence and coordination with the Client, Contractor(s) and the Village of Deerfield.

#### **Walgreens Campus Building Demolition, Village of Deerfield**

This project involved the demolition of existing buildings at 1435 (28,513 sq. ft.), 1425 (23,712 sq. ft.), 1419 (27,315 sq. ft.), 1417 (27,263 sq. ft.), 1415 (27,214 sq. ft.), and 1411 (27,288 sq. ft.) Lake Cook Rd. In addition, utility service disconnects of buildings, abandonment and/or removal of water and sanitary utilities, protect the overall site as well as existing utilities to remain and provide required soil erosion and sediment control measures on 37.5-acre property. Mr. Rodriguez was responsible for construction observation of site improvements, conformance with plans and specifications, requests for inspection and information, budget adherence and coordination with the Client, Contractor(s) and the Village of Deerfield.

### **Municipal Partnership MFT Project, Village of Mundelein**

This project consisted of various street segments as part of the Village's annual road maintenance program utilizing local and Motor Fuel Tax funding. Improvements included curb and sidewalk removal and replacement, pavement patching, structure adjustments, and hot-mix asphalt pavement placement. Mr. Rodriguez was responsible for construction observation, quantity calculations and payment approval, construction layout, materials management, resident and Village personnel coordination, and final IDOT documentation requirements. All construction inspection and documentation were provided in general conformance with IDOT specifications and construction documentation requirements.

### **2024 Road Maintenance Program, Village of Long Grove**

This project consisted of various street segments as part of the Village's annual road maintenance program utilizing local and Motor Fuel Tax funding. Improvements included curb and sidewalk removal and replacement, pavement patching, structure adjustments, and hot-mix asphalt pavement placement. Mr. Rodriguez was responsible for construction observation, quantity calculations and payment approval, construction layout, materials management, resident and Village personnel coordination, and final IDOT documentation requirements. All construction inspection and documentation were provided in general conformance with IDOT specifications and construction documentation requirements.

### **2024 Road Maintenance Program, Village of Kildeer**

This project consisted of various street segments as part of the Village's annual road maintenance program utilizing local and Motor Fuel Tax funding. Improvements included curb and sidewalk removal and replacement, pavement patching, structure adjustments, and hot-mix asphalt pavement placement. Mr. Rodriguez was responsible for construction observation, quantity calculations and payment approval, construction layout, materials management, resident and Village personnel coordination, and final IDOT documentation requirements. All construction inspection and documentation were provided in general conformance with IDOT specifications and construction documentation requirements.

### **2024 Road Maintenance Program, Ela Township**

This project consisted of various street segments as part of the Village's annual road maintenance program utilizing local and Motor Fuel Tax funding. Improvements included curb and sidewalk removal and replacement, pavement patching, structure adjustments, and hot-mix asphalt pavement placement. Mr. Rodriguez was responsible for construction observation, quantity calculations and payment approval, construction layout, materials management, resident and Village personnel coordination, and final IDOT documentation requirements. All construction inspection and documentation were provided in general conformance with IDOT specifications and construction documentation requirements.

### **Knigge Park Drainage Improvements, Ela Township**

This project included the removal and replacement of storm sewer drainage of Knigge Park. To preserve the mature parkway trees and adhere to IEPA separation guidelines, the new storm sewer replaced the old storm sewer. Throughout construction there were no emergency utility disruptions to the residents due to good team communication, staging and phasing preparedness, and overall workmanship. From the beginning of the project, Mr. Rodriguez was the face of the project and relied upon as an extension of Village staff.

### **FY2024 Road Program Improvements, Village of Norridge**

This project consisted of various street segments as part of the Village's \$1.8M annual road maintenance program utilizing local and Motor Fuel Tax funding. Improvements included curb and sidewalk removal and replacement, pavement patching, structure adjustments, and hot-mix asphalt pavement placement. Mr. Rodriguez was responsible for construction observation, quantity calculations and payment approval, construction layout, materials management, resident and Village personnel coordination, and final IDOT documentation requirements. All construction inspection and documentation were provided in general conformance with IDOT specifications and construction documentation requirements.

### **Gilson Park Site Improvements, Wilmette**

Mr. Rodriguez served as a field Technician for a \$5.8M locally funded park improvement project on 5 acres along Lake Michigan. The project improvements consisted of the construction of 2,500 LF of watermain, 2,200 LF of storm sewer, and 13,000 SY of reinforced concrete pavement. Mr. Rodriguez's responsibilities included extensive stakeholder coordination with the Park District, Village, MWRD, IEPA, US Coast Guard, and the Yacht Club.

### **White Pine Street and Utility Improvements, Buffalo Grove**

Mr. Rodriguez served as a field technician for a \$3.8M locally funded water main and roadway reconstruction project. Project improvements consisted of over 6,300 LF of open-cut water main, 141 water services, 17 new fire hydrants, and roadway reconstruction within a residential subdivision. Mr. Rodriguez was responsible for field observations and documentation in conformance with IDOT requirements, materials inspection, and extensive resident coordination.

**ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.  
PROFESSIONAL SERVICES AGREEMENT**

**1. Standard of Care.** The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided. GHA will use reasonable care to comply with applicable codes and laws in effect at the time its services are provided.

**2. Duration of Proposal.** The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

**3. Client Information.** Client shall provide GHA with all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

**4. Payment.** Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

**5. Instruments of Service.** The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made, any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

**6. Electronic Files.** The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

**7. Applicable Codes.** The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

**8. Utilities and Soils.** When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

**9. Opinion of Probable Construction Costs.** GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs.

**10. Contractor's Work.** Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent, then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

**11. Contractor Submittals.** Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

**12. Hazardous Materials.** Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

**13. Record Drawings.** If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

**14. Disputes.** Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

**15. Miscellaneous.** Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.

**GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:  
2026**

The following rates will remain in effect until December 31, 2026,  
at which time they are subject to an annual increase:

PRINCIPAL	\$285.00	ENGINEER TECHNICIAN V	\$220.00
SENIOR PROJECT MANAGER II	\$270.00	ENGINEER TECHNICIAN IV	\$180.00
SENIOR PROJECT MANAGER I	\$235.00	ENGINEER TECHNICIAN III	\$160.00
PROJECT MANAGER II	\$215.00	ENGINEER TECHNICIAN II	\$135.00
PROJECT MANAGER I	\$190.00	ENGINEER TECHNICIAN I	\$100.00
ENGINEER VI	\$235.00	LANDSCAPE ARCHITECT	\$190.00
ENGINEER V	\$210.00		
ENGINEER IV	\$195.00	DATA MANAGER	\$170.00
ENGINEER III	\$180.00	DATA TECHNICIAN III	\$160.00
ENGINEER II	\$165.00	DATA TECHNICIAN II	\$140.00
ENGINEER I	\$155.00	DATA TECHNICIAN I	\$110.00
LAND SURVEYOR IV	\$225.00	CAD MANAGER	\$240.00
LAND SURVEYOR III	\$185.00	CAD TECHNICIAN III	\$165.00
LAND SURVEYOR II	\$164.00	CAD TECHNICIAN II	\$135.00
LAND SURVEYOR I	\$144.00	CAD TECHNICIAN I	\$110.00
GIS TECHNICIAN IV	\$200.00	ADMINISTRATIVE II	\$120.00
GIS TECHNICIAN III	\$170.00	ADMINISTRATIVE I	\$100.00
GIS TECHNICIAN II	\$140.00		
GIS TECHNICIAN I	\$120.00	ACCOUNTING MANAGER	\$210.00
ENVIRONMENTAL RESOURCE SPECIALIST IV	\$210.00	ACCOUNTING II	\$150.00
ENVIRONMENTAL RESOURCE SPECIALIST III	\$185.00	ACCOUNTING I	\$140.00
ENVIRONMENTAL RESOURCE SPECIALIST II	\$160.00		
ENVIRONMENTAL RESOURCE SPECIALIST I	\$145.00		

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.

June 26, 2026

TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404  
Phone 630.462.2600



Gewalt Hamilton Associates, Inc.  
Mr. Dave Marquardt  
625 Forest Edge Drive  
Vernon Hills, IL 60061

RE: Proposal 78,369  
Proposal for Environmental and Geotechnical Engineering Services  
Brickyards & Primrose Daycare Development  
135 and 155 Pflingsten Road,  
Deerfield, IL 60015

Dear Mr. Marquardt:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Environmental and Geotechnical Engineering Services for the above captioned project. It is in response to your email dated June 25, 2026. From this it is understood that a portion of the existing parking lot in the southwest portion of the site will be redeveloped with a 13,580 square foot daycare facility and outdoor playground.

Consulting Services are being requested in connection with the proposed redevelopment activities outlined above. They are to include review of existing information, a reconnaissance of the site and proposed redevelopment areas, conference calls and preparation of associated reports or other documentation, with the work to be billed at the rates outlined below. We are proposing a not-to-exceed budget amount of Twelve Thousand Dollars (\$12,000.00) which includes around 60 hours of engineering time as well as miscellaneous additional fees.

1. Senior Geotechnical Engineer	Per Hour:	\$200.00
2. Senior Environmental Engineer	Per Hour:	\$200.00
3. Reimbursable Expenses	Cost + 10%	



The engineering services being performed are subject to TSC's attached General Conditions. Unless we receive written instructions to the contrary, invoices will be sent to:

**Gewalt Hamilton Associates, Inc.**  
Mr. Dave Marquardt  
625 Forest Edge Drive,  
Vernon Hills, IL 60061  
Tel: (847) 478-9700  
Email: [Dmarquardt@gha-engineers.com](mailto:Dmarquardt@gha-engineers.com)

For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please sign the signature page and return a copy to me.

If you have any questions or need additional information please contact me at 630-784-4024, or via email at [Elir@tsccorp.com](mailto:Elir@tsccorp.com).

Respectfully submitted,

TESTING SERVICE CORPORATION

Eli Rogatz, P.G.  
Environmental Department Manager

Enc: General Conditions  
Project Data Sheet

Approved and accepted for \_\_\_\_\_ by:

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)



## TESTING SERVICE CORPORATION

# GENERAL CONDITIONS ENVIRONMENTAL SERVICES

**1. PARTIES AND SCOPE OF WORK:** "This Agreement" consists of Testing Service Corporation's ("TSC") proposal, TSC's Schedule of Fees and Services, client's written acceptance thereof, if accepted by TSC, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this Agreement. "Client" refers to the person or entity ordering the work to be done or professional services to be rendered by TSC (except where distinction is necessary, either work or professional services are referred to as "services" herein). If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the Client transmits any report prepared by TSC. Unless otherwise expressly assumed in writing, TSC shall have no duty to any third party, and in no event shall TSC have any duty or obligation other than those duties and obligations expressly set forth in this Agreement. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

**2. HAZARDOUS SUBSTANCES:** TSC's professional services shall include limited visual observation, laboratory analyses or physical testing for the purpose of detection, quantification or identification of the extent, if any, of the presence of hazardous substances, materials or waste, petroleum products, asbestos-containing materials or lead based paint as specifically set forth in TSC's proposal. Hazardous materials, substances or waste (all cumulatively referred to herein as "hazardous substances") include those defined as such in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., ("CERCLA"), the Resource Conservation Recovery Act, 42 U.S.C. §6901 et seq., as amended, ("RCRA") or by a state or Federal Environmental Protection Agency ("EPA"), including but not limited to §§ 3.14 - 3.15 of the Illinois Environmental Protection Act, 415 ILCS 5/3.14 and 3.15 (West, 1994). "Contaminants" as used herein shall refer to hazardous substances, asbestos-containing materials, petroleum products, lead based paint and the like. "Polluted" as used herein shall mean containing contaminants. Unless specifically set forth in TSC's proposal, nothing contained in this agreement shall, however, be construed or interpreted as requiring TSC to assume the status of a generator, transporter,

treater, storer, as those terms appear within RCRA or within any Federal or state statute or regulation. Client assumes full responsibility of compliance with CERCLA, RCRA and any other Federal or state statute or regulation governing the generation, handling, storage, transportation, treatment and disposal of contaminants or other refuse.

**3. SCHEDULING OF SERVICES:** The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

**4. ACCESS TO SITE:** Client will arrange and provide access to each site upon which it will be necessary for TSC to perform its services pursuant to this agreement. In the event services are required on any site not owned by Client, Client represents and warrants to TSC that Client has obtained all necessary permissions for TSC to enter upon the site and conduct its services. Client shall, upon request, provide TSC with evidence of such permission, as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in form acceptable to TSC. Client acknowledges that it is not TSC's responsibility to notify any such property owner or tenant of the discovery of actual or suspected contaminants. Client further recognizes that knowledge of such suspected or actual condition may result in a reduction in a property's value and may provide incentive to owners of properties affected to initiate legal action against Client and/or others. Any work performed by TSC with respect to obtaining permission to enter upon and perform professional services on the lands of others as well as any work performed by TSC pursuant to this agreement, shall be deemed as being done on behalf of Client, and Client agrees to assume all risks thereof. TSC shall take reasonable measures and precautions to minimize damage to each site and any improvements thereon resulting from its work and the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage that may occur. If Client or the possessor of any interest in any site desires or requires TSC to restore the site to its former condition, upon written request from Client, TSC will perform such additional work as is necessary to do so, and Client agrees to pay TSC the costs thereof plus TSC's normal mark up for overhead and profit.

**5. CLIENT'S DUTY TO NOTIFY TSC:** Client represents and warrants that Client has advised TSC of any known or suspected contaminants, utility lines and underground structures at any site at which TSC is to perform services under this agreement. Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses,

including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by contact with sub-surface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to TSC by Client. In the event that TSC's undertaking includes contacting a public utility locating agency, its responsibility shall not extend to warranty the accuracy of the information so obtained.

**6. DISCOVERY OF UNANTICIPATED CONTAMINANTS:** The discovery of certain contaminants may make it necessary for TSC to take immediate measures to protect health and safety. TSC agrees to notify Client as soon as practically possible should such contaminants be suspected or discovered. Client agrees to reimburse TSC for the reasonable cost of implementing such measures under the circumstances.

**7. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS:** Information obtained from borings, observations, and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence with respect to the detection, quantification and identification of contaminants, but any inference or conclusion based thereon is, necessarily, an opinion also based on professional judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site. The presence and extent of contaminants as well as the levels of groundwater may fluctuate within the site due to climatic and other variations and, unless thorough sampling and testing are conducted over an extended period of time, contaminants contained within the site may escape detection. A site at which contaminants are not found to exist, or at the time of inspection do not, in fact, exist, may later, due to intervening causes, such as natural groundwater flows or human activities, become polluted. There is a risk that sampling techniques may themselves result in pollution of certain sub-surface areas such as when a probe or boring device moves through an area containing contaminants linking it to an aquifer, underground stream or other hydrous body not previously polluted. Because the risks set forth in this paragraph are unavoidable and because the sampling techniques to be employed are a necessary aspect of TSC's work on client's behalf, Client agrees to assume these risks.

**8. SOIL AND SAMPLE DISPOSAL:** Unless otherwise agreed in writing, soils known at the time to be polluted will be left on the site for proper disposal by Client; and samples removed by TSC to its laboratory, upon completion of testing, will be disposed by TSC in an approved manner or returned to the site for disposal by others.

**9. MONITORING:** If TSC is retained by Client to provide a site representative for the purpose of monitoring portions of site cleanup or other field activities, TSC will report its observations and test results as more specifically set forth elsewhere in this agreement. In such cases, TSC's services shall not include (i) determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored; (ii) evaluating, reporting or affecting job conditions concerning health, safety or welfare; (iii) the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate to excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and project managers.

**10. RECOMMENDATIONS:** If TSC's services include making recommendations for further exploration, clean-up or remediation of a site or the improvements thereon, Client shall cause all tests and inspections of the site and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been rigorously followed.

**11. CLEAN UP:** If TSC is retained by Client to physically perform the work of clean up of a site through its own forces or those of subcontractors, Client shall obtain all necessary permits and generator identification numbers. In such cases Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by the generation, transportation, treatment, storage or disposal of contaminants, except to the extent of the negligent performance by TSC of the duties undertaken by TSC, if any.

**12. TERMINATION:** This agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. In the event that TSC has agreed to provide clean up services pursuant to paragraph 10 of this Agreement, TSC shall be entitled to recover anticipated profits, in the event of termination.

**13. PAYMENT:** Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the

maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

**14. WARRANTY:** TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with this Agreement and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

**15. INDEMNITY:** Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found

to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

**16. SUBPOENAS:** TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

**17. OTHER AGREEMENTS:** TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement, (ii) wherein TSC waives any rights to a mechanics lien or (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Should litigation be necessary, the parties consent to jurisdiction and venue in an appropriate Illinois State Court in and for the County of DuPage, Wheaton, Illinois or the Federal District Court for the Northern District of Illinois. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



TESTING SERVICE CORPORATION

General Information: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Site Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Send Invoice to: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_

Attention: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

IMPORTANT NOTES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Completed by: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Distribute Reports as Follows:

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

**REQUEST FOR BOARD ACTION**

**Agenda Item:** 26-71

**Subject:** Resolution to Approve Agreement for Phase III Engineering Services for the 155 Pfingsten Road Development

**Action Requested:** Approve Resolution

**Originated By:** Public Works and Engineering

**Referred To:** Mayor and Board of Trustees

**Summary of Background and Reason for Request**

The planned unit development (PUD) for the nearly 7.5 acre property located at 155 Pfingsten Road was approved at a recent board meeting. This PUD includes the conversion of an existing three-story office building into 112 loft style apartments as well as subdividing a portion of the property for the construction of a day care center and nursery to be located at 135 Pfingsten Road.

As with other developments, the Village and the property owners executed a Development Agreement outlining the Permittee’s responsibility with respect to applicable codes for building and site construction. The Development Agreement requires that an outside professional engineering firm perform construction observation, on-site inspections, and construction documentation to ensure compliance with approved engineering plans and specifications. Per the Agreement, the Village of Deerfield would administer the contract and pay all engineering fees and direct costs subject to reimbursement by the owner.

Staff conducted interviews with various engineering consultants in early 2024 as part of the qualifications-based selection process. Gewalt Hamilton Associates, Inc. (GHA) demonstrated their ability to best meet our needs for this project and has done so on past projects as well, most recently the active Lake Cook Crossing and Deerfield SLF projects. Their familiarity with site development and understanding of local, county and state requirements associated with this project makes GHA an ideal candidate.

GHA has submitted a detailed proposal for construction engineering services for construction of the day care center and nursery outlining their approach. Their services will include full time inspection and documentation of construction activities, including demolition and utility construction, coordination with area stakeholders and various other oversight responsibilities. Included on their team is Testing Service Corporation (TSC), who specializes in geotechnical and environmental engineering and will be able to assist with any landfill related issues discovered during the project. As part of the Demolition Agreement, the Village of Deerfield is required to administer the contract and pay all engineering fees and direct costs subject to reimbursement by the owner.

Staff has received a proposal in the amount of \$41,100 from GHA to complete the work. At this time, we are recommending that the Village Board authorize the resolution to approve an agreement with Gewalt Hamilton Associates for Phase III Engineering Services for the 155 Pfingsten Road Project in the amount not to exceed \$41,100.

**Reports and Documents Attached:**

Resolution

**Date Referred** July 6, 2026

**Action Taken:** \_\_\_\_\_

VILLAGE OF DEERFIELD

RESOLUTION NO. 2026-\_\_\_\_\_

A RESOLUTION APPROVING AN AGREEMENT WITH GEWALT HAMILTON ASSOCIATES, INC. OF VERNON HILLS, ILLINOIS  
FOR PHASE III ENGINEERING SERVICES

WHEREAS, the Village of Deerfield (“*Village*”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village desires to retain a firm to provide engineering services for the development of 155 Pfingsten Road (“*Services*”); and

WHEREAS, the Village received a proposal from Gewalt Hamilton Associates, Inc of Vernon Hills, Illinois (“*Consultant*”) to provide the Services; and

WHEREAS, the Village and Consultant desire to enter into an agreement for the provision of the Services by Consultant (“*Agreement*”); and

WHEREAS, the Mayor and Board of Trustees have determined that entering into the Agreement with Consultant will serve and be in the best interest of the Village and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, as follows:

**SECTION 1: RECITALS.** The Village Board hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

**SECTION 2: APPROVAL OF AGREEMENT.** Pursuant to the Village’s home rule authority, the Agreement by and between the Village and Consultant is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form and substance acceptable to the Village Manager and the Village Attorney.

**SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT.** The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the final Agreement upon receipt by the Village Clerk of at least one original copy of the final Agreement executed by Consultant; provided, however, that if the executed copy of the final Agreement is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the Mayor and Board of Trustees, be null and void.

**SECTION 4: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

*[SIGNATURE PAGE FOLLOWS]*

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO:

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Daniel C. Shapiro, Mayor

ATTEST:

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Kent S. Street, Village Clerk

**EXHIBIT A**

**Agreement**

July 2, 2026

Mr. Tyler Dickinson, P.E.  
Assistant Director of Public Works and Engineering  
Village of Deerfield  
465 Elm Street  
Deerfield, Illinois 60015



CONSULTING ENGINEERS

625 Forest Edge Drive, Vernon Hills, IL 60061  
TEL 847.478.9700 ■ FAX 847.478.9701

[www.gha-engineers.com](http://www.gha-engineers.com)

Re: Professional Engineering Services Proposal  
Construction Engineering  
Brickyards Lofts Site Development, Deerfield, IL  
GHA Proposal No.: 2026.CS087

Dear Mr. Dickinson:

We are pleased to submit this proposal to perform construction engineering services for the proposed water main, sanitary sewer, drainage, sidewalk, and parking lot improvements at the Brickyards Lofts Site Development located at 155 Pfingsten Road in the Village of Deerfield, Illinois.

Should you have any questions, or if we can be of additional assistance, please feel free to contact me via email at [dmarquardt@gha-engineers.com](mailto:dmarquardt@gha-engineers.com) or directly at (847) 821-6263. Thank you for the opportunity to be of service, and we look forward to working with you and the Village on this project.

Sincerely,  
Gewalt Hamilton Associates, Inc.

A handwritten signature in blue ink, appearing to read 'K. David Marquardt', is written over a light blue horizontal line.

K. David Marquardt  
Director of Construction and Survey Services

CC: Lucas Deferville – Gewalt Hamilton Associates, Inc.

Encl.: GHA Proposal No. 2026.CS087 Deerfield Brickyards Site Development Permit Insp

**Proposal for Professional Engineering Services**

Brickyards Lofts Development Site Improvements  
Construction Engineering Services  
Village of Deerfield  
GHA Proposal No. 2026.CS087

The Village of Deerfield (Client), having an address of 465 Elm Street, Deerfield, Illinois 60015 and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, Illinois 60061, agree and contract as follows:

**I. Project Understanding**

The property owner, 155 Group, LLC of Chicago, IL is proposing to develop the 7.43-acre parcel along the east and south sides of Pfingsten Road, approximately 890 feet north of Lake Cook Road in the Village of Deerfield. The property features an existing three-story 119,265 square foot office building constructed in 1987.

The owner has subdivided the 323,611 square foot property into two lots. The first lot is 248,980 square feet and the owner intends to redevelop the existing office building into a 112 loft-style multi-family residential complex with 306 total parking spaces called the Brickyards Lofts.

According to the drawings prepared by RTM Engineering Consultants, the site improvements include the removal of the existing paved surfaces, and site lighting as well as various underground site utilities such as water main, sanitary sewer and storm sewer, concrete curb & gutter, sidewalk, aggregate base courses, HMA paved surfaces, and Rectangular Rapid Flashing Beacon (RRFB) installation, as part of the development work.

**II. Scope of Services: Construction Engineering**

Based on schedule provided to the Village by the site's developers, 155 Group, LLC and Primrose Schools, GHA currently anticipates this site work beginning in September 2026 and taking approximately five (5) months to substantially complete in February 2026.

Based on our understanding of the project's scope and schedule, we anticipate a combination of full-time and part-time construction observation of the necessary construction operations and processes to ensure all materials and procedures are in conformance with Village requirements. It is assumed that full-time observation will primarily take place for all underground site utilities such as water main, sanitary sewer, and storm sewer. Part-time observation will occur during all concrete curb & gutter, sidewalk, aggregate base courses, HMA paving, and building-related work.

For this proposal, we have anticipated a total of two hundred forty (240) hours for an Engineer Technician II to perform on-site observation and various classifications performing project management between the two sites. We based these total hours on an estimated construction schedule of twenty-two (22) weeks in total with an average of forty (40) hours per week for full-time observation for a two (2) week period and an average of seven (7) hours per week for a twenty (20) week period for part-time

observation. If construction activities extend beyond the estimated twenty-two (22) weeks, due to tasks out of GHA's control, we will request additional services.

It is our practice to adhere to construction industry standards and compliance with the project plans and specifications in an effort to efficiently produce a quality project. As such, GHA's Construction Engineering Services will be performed in accordance with the following services:

1. GHA will provide a combination of full- and part-time construction observation, quality assurance coordination with the developer's engineer's oversight operations, and documentation of the construction operations and processes to ensure materials, procedures, and improvements are constructed in general conformance with the contract plans and specifications as well as Village requirements and notify the Village of any deficiencies.
2. GHA will provide detailed written documentation of the construction operations and progress and will report to the Village of Deerfield's Engineering Representative. We will also communicate with the Contractor and the Village Engineer regarding the requirements for observation and will provide all necessary reports specified by the Village. Copies of all reports will be forwarded to Developer representatives as well.
3. GHA will contract and coordinate with our environmental, geotechnical, and material testing subconsultant, Testing Services Corporation, Inc. (TSC) who will administer the quality assurance testing for the field and laboratory requirements regarding hot-mix asphalt, concrete, soils, and aggregate quality. TSC will confirm and document that all the materials used on the project meet or exceed the quality requirements of the contract.
4. GHA will coordinate a final walk-through upon project completion with the contractor(s) and Village of Deerfield representatives to generate a punch list of deficiencies.
5. Coordination of final inspection of the work with the Village of Deerfield and contractor upon completion of construction, including any punch list items.
6. As a representative or liaison of the Village of Deerfield, GHA staff understand the importance of our interface with the public, and will conduct all dealings with public officials, business owners, residents, and the traveling public with professionalism and courtesy.

### **III. Services Not Included**

The following are not included in our Scope of Services:

1. Land Survey services including boundary, plat, or topographic surveys, control establishment, cross sections, construction layout, or as-built surveys.
2. Permit fees and review fees.
3. Wetland mitigation or preservation or environmental investigations
4. IEPA NPDES permitting, SWPPP plan preparation, or NPDES monitoring.
5. Civil design or structural, electrical, mechanical, or environmental engineering services
6. Meetings with public officials, construction managers, architects, the Village, or agencies beyond those included in the scope, or attendance at public hearings

7. Construction observation beyond the staff hours and calendar limits established by this proposal.

#### IV. Project Schedule and Engineering Staff

Construction is anticipated to begin in September 2026. Dave Marquardt will serve as the Project Manager, and Mr. Carlos Rodriguez will serve as the primary construction engineer. Additional professional and technical staff will provide support as needed.

#### V. Compensation for Services

For the services noted above and based on the anticipated project duration, GHA proposes billing two separate invoices on a time and material (T&M) basis in accordance with the attached hourly rate schedule. The following budget is estimated for this project primarily based on the hourly rate of an Engineering Technician II.

Service	Cost
<b>155 Pfingsten Road (Brickyards Lofts)</b>	
Construction Engineering Services (Assumed 240 Hours)	\$33,300.00
Quality Assurance Services	\$5,000
Estimated Reimbursable Expenses	\$2,800.00
<b>T&amp;M Fee + Reimbursables</b>	<b>\$41,100.00</b>

If required, any reimbursable expenses, including items such as printing, messenger service, truck days, mileage etc., will be billed direct to the Client without markup. Statements of GHA charges made against a project are submitted to clients every four weeks and will detail services performed. This permits the client to review the status of the work in progress and the charges made.

Should additional services be requested and authorized by the Client, beyond those outlined in Section I: Scope of Services, the client will be billed on a time-and-materials (T&M) basis in accordance with the attached GHA Hourly Rate schedule. GHA will coordinate with the owner prior to completing additional services.

#### VI. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc. (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

GHA, Inc. shall not have control of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Professional Services Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing. Attachment A is attached hereto and incorporated herein and describes special provisions to this engineering agreement.

**VII. Authorization**

By signing below, you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.

Village of Deerfield



K. David Marquardt  
Director of Construction & Survey Services

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Encl.: Carlos Rodriguez Resume  
Attachment A  
GHA Hourly Rates  
Testing Services Corporation, Inc. proposal



## **Carlos Rodriguez**

### **Engineering Technician II**

Gewalt Hamilton Associates, Inc.

Direct: 773.699.2228

[CRodriguez@GHA-Engineers.com](mailto:CRodriguez@GHA-Engineers.com)

#### **Education**

Bachelor of Science in  
Mechanical Engineering,  
North Park University,  
2018

#### **Experience**

Carlos Rodriguez is an Engineering Technician II with 8 years of experience in construction observation, documentation, layout, and utility coordination across municipal, state, and private projects. He monitors contractor compliance, prepares field documentation and pay quantities, and coordinates with stakeholders to resolve field issues. He has supported utility, roadway, drainage, and MFT projects, providing layout, quantity verification, materials tracking, and IDOT-compliant documentation. Prior to joining GHA, Mr. Rodriguez worked for the Village of Woodstock.

#### **Lake Cook Crossings, Village of Deerfield**

This project involved the new construction of eight three-story townhomes containing 254-units on 10.7 acres and included site excavation, asphalt pavement, curb and gutter, concrete sidewalk, storm sewer, sanitary sewer, and water main with a combined value of site improvements. Mr. Rodriguez was responsible for construction observation of site improvements, conformance with plans and specifications, requests for inspection and information, budget adherence and coordination with the Client, Contractor(s) and the Village of Deerfield.

#### **Deerfield Supportive Living, Village of Deerfield**

This project involved the demolition of existing buildings at 1101 Lake Cook Rd (21,138 sq. ft.) and 1121 Lake Cook Rd (20,960 sq. ft.) and build a 4-story 150-unit (127,723 sq. ft.) building on 4.67-acre property and included site excavation, asphalt pavement, curb and gutter, concrete sidewalk, storm sewer, sanitary sewer, and water main with a combined value of site improvements.. Mr. Rodriguez was responsible for construction observation of site improvements, conformance with plans and specifications, requests for inspection and information, budget adherence and coordination with the Client, Contractor(s) and the Village of Deerfield.

#### **Walgreens Campus Building Demolition, Village of Deerfield**

This project involved the demolition of existing buildings at 1435 (28,513 sq. ft.), 1425 (23,712 sq. ft.), 1419 (27,315 sq. ft.), 1417 (27,263 sq. ft.), 1415 (27,214 sq. ft.), and 1411 (27,288 sq. ft.) Lake Cook Rd. In addition, utility service disconnects of buildings, abandonment and/or removal of water and sanitary utilities, protect the overall site as well as existing utilities to remain and provide required soil erosion and sediment control measures on 37.5-acre property. Mr. Rodriguez was responsible for construction observation of site improvements, conformance with plans and specifications, requests for inspection and information, budget adherence and coordination with the Client, Contractor(s) and the Village of Deerfield.

### **Municipal Partnership MFT Project, Village of Mundelein**

This project consisted of various street segments as part of the Village's annual road maintenance program utilizing local and Motor Fuel Tax funding. Improvements included curb and sidewalk removal and replacement, pavement patching, structure adjustments, and hot-mix asphalt pavement placement. Mr. Rodriguez was responsible for construction observation, quantity calculations and payment approval, construction layout, materials management, resident and Village personnel coordination, and final IDOT documentation requirements. All construction inspection and documentation were provided in general conformance with IDOT specifications and construction documentation requirements.

### **2024 Road Maintenance Program, Village of Long Grove**

This project consisted of various street segments as part of the Village's annual road maintenance program utilizing local and Motor Fuel Tax funding. Improvements included curb and sidewalk removal and replacement, pavement patching, structure adjustments, and hot-mix asphalt pavement placement. Mr. Rodriguez was responsible for construction observation, quantity calculations and payment approval, construction layout, materials management, resident and Village personnel coordination, and final IDOT documentation requirements. All construction inspection and documentation were provided in general conformance with IDOT specifications and construction documentation requirements.

### **2024 Road Maintenance Program, Village of Kildeer**

This project consisted of various street segments as part of the Village's annual road maintenance program utilizing local and Motor Fuel Tax funding. Improvements included curb and sidewalk removal and replacement, pavement patching, structure adjustments, and hot-mix asphalt pavement placement. Mr. Rodriguez was responsible for construction observation, quantity calculations and payment approval, construction layout, materials management, resident and Village personnel coordination, and final IDOT documentation requirements. All construction inspection and documentation were provided in general conformance with IDOT specifications and construction documentation requirements.

### **2024 Road Maintenance Program, Ela Township**

This project consisted of various street segments as part of the Village's annual road maintenance program utilizing local and Motor Fuel Tax funding. Improvements included curb and sidewalk removal and replacement, pavement patching, structure adjustments, and hot-mix asphalt pavement placement. Mr. Rodriguez was responsible for construction observation, quantity calculations and payment approval, construction layout, materials management, resident and Village personnel coordination, and final IDOT documentation requirements. All construction inspection and documentation were provided in general conformance with IDOT specifications and construction documentation requirements.

### **Knigge Park Drainage Improvements, Ela Township**

This project included the removal and replacement of storm sewer drainage of Knigge Park. To preserve the mature parkway trees and adhere to IEPA separation guidelines, the new storm sewer replaced the old storm sewer. Throughout construction there were no emergency utility disruptions to the residents due to good team communication, staging and phasing preparedness, and overall workmanship. From the beginning of the project, Mr. Rodriguez was the face of the project and relied upon as an extension of Village staff.

### **FY2024 Road Program Improvements, Village of Norridge**

This project consisted of various street segments as part of the Village's \$1.8M annual road maintenance program utilizing local and Motor Fuel Tax funding. Improvements included curb and sidewalk removal and replacement, pavement patching, structure adjustments, and hot-mix asphalt pavement placement. Mr. Rodriguez was responsible for construction observation, quantity calculations and payment approval, construction layout, materials management, resident and Village personnel coordination, and final IDOT documentation requirements. All construction inspection and documentation were provided in general conformance with IDOT specifications and construction documentation requirements.

### **Gilson Park Site Improvements, Wilmette**

Mr. Rodriguez served as a field Technician for a \$5.8M locally funded park improvement project on 5 acres along Lake Michigan. The project improvements consisted of the construction of 2,500 LF of watermain, 2,200 LF of storm sewer, and 13,000 SY of reinforced concrete pavement. Mr. Rodriguez's responsibilities included extensive stakeholder coordination with the Park District, Village, MWRD, IEPA, US Coast Guard, and the Yacht Club.

### **White Pine Street and Utility Improvements, Buffalo Grove**

Mr. Rodriguez served as a field technician for a \$3.8M locally funded water main and roadway reconstruction project. Project improvements consisted of over 6,300 LF of open-cut water main, 141 water services, 17 new fire hydrants, and roadway reconstruction within a residential subdivision. Mr. Rodriguez was responsible for field observations and documentation in conformance with IDOT requirements, materials inspection, and extensive resident coordination.

**ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.  
PROFESSIONAL SERVICES AGREEMENT**

**1. Standard of Care.** The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided. GHA will use reasonable care to comply with applicable codes and laws in effect at the time its services are provided.

**2. Duration of Proposal.** The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

**3. Client Information.** Client shall provide GHA will all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

**4. Payment.** Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

**5. Instruments of Service.** The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made, any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

**6. Electronic Files.** The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

**7. Applicable Codes.** The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

**8. Utilities and Soils.** When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

**9. Opinion of Probable Construction Costs.** GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs.

**10. Contractor's Work.** Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent, then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

**11. Contractor Submittals.** Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

**12. Hazardous Materials.** Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

**13. Record Drawings.** If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

**14. Disputes.** Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

**15. Miscellaneous.** Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.

**GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:  
2026**

The following rates will remain in effect until December 31, 2026,  
at which time they are subject to an annual increase:

PRINCIPAL	\$285.00	ENGINEER TECHNICIAN V	\$220.00
SENIOR PROJECT MANAGER II	\$270.00	ENGINEER TECHNICIAN IV	\$180.00
SENIOR PROJECT MANAGER I	\$235.00	ENGINEER TECHNICIAN III	\$160.00
PROJECT MANAGER II	\$215.00	ENGINEER TECHNICIAN II	\$135.00
PROJECT MANAGER I	\$190.00	ENGINEER TECHNICIAN I	\$100.00
ENGINEER VI	\$235.00	LANDSCAPE ARCHITECT	\$190.00
ENGINEER V	\$210.00		
ENGINEER IV	\$195.00	DATA MANAGER	\$170.00
ENGINEER III	\$180.00	DATA TECHNICIAN III	\$160.00
ENGINEER II	\$165.00	DATA TECHNICIAN II	\$140.00
ENGINEER I	\$155.00	DATA TECHNICIAN I	\$110.00
LAND SURVEYOR IV	\$225.00	CAD MANAGER	\$240.00
LAND SURVEYOR III	\$185.00	CAD TECHNICIAN III	\$165.00
LAND SURVEYOR II	\$164.00	CAD TECHNICIAN II	\$135.00
LAND SURVEYOR I	\$144.00	CAD TECHNICIAN I	\$110.00
GIS TECHNICIAN IV	\$200.00	ADMINISTRATIVE II	\$120.00
GIS TECHNICIAN III	\$170.00	ADMINISTRATIVE I	\$100.00
GIS TECHNICIAN II	\$140.00		
GIS TECHNICIAN I	\$120.00	ACCOUNTING MANAGER	\$210.00
ENVIRONMENTAL RESOURCE SPECIALIST IV	\$210.00	ACCOUNTING II	\$150.00
ENVIRONMENTAL RESOURCE SPECIALIST III	\$185.00	ACCOUNTING I	\$140.00
ENVIRONMENTAL RESOURCE SPECIALIST II	\$160.00		
ENVIRONMENTAL RESOURCE SPECIALIST I	\$145.00		

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.

June 26, 2026 TESTING SERVICE CORPORATION



Corporate Office  
360 South Main Place, Carol Stream, IL 60188-2404  
Phone 630.462.2600

Gewalt Hamilton Associates, Inc.  
Mr. Dave Marquardt  
625 Forest Edge Drive  
Vernon Hills, IL 60061

RE: Proposal 78,369  
Proposal for Environmental and Geotechnical Engineering Services  
Brickyards & Primrose Daycare Development  
135 and 155 Pflingsten Road,  
Deerfield, IL 60015

Dear Mr. Marquardt:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Environmental and Geotechnical Engineering Services for the above captioned project. It is in response to your email dated June 25, 2026. From this it is understood that a portion of the existing parking lot in the southwest portion of the site will be redeveloped with a 13,580 square foot daycare facility and outdoor playground.  
Consulting Services are being requested in connection with the proposed redevelopment activities outlined above. They are to include review of existing information, a reconnaissance of the site and proposed redevelopment areas, conference calls and preparation of associated reports or other documentation, with the work to be billed at the rates outlined below. We are proposing a not-to-exceed budget amount of Twelve Thousand Dollars (\$12,000.00) which includes around 60 hours of engineering time as well as miscellaneous additional fees.

1. Senior Geotechnical Engineer	Per Hour:	\$200.00
2. Senior Environmental Engineer	Per Hour:	\$200.00
3. Reimbursable Expenses	Cost + 10%	



The engineering services being performed are subject to TSC's attached General Conditions. Unless we receive written instructions to the contrary, invoices will be sent to:

**Gewalt Hamilton Associates, Inc.**  
Mr. Dave Marquardt  
625 Forest Edge Drive,  
Vernon Hills, IL 60061  
Tel: (847) 478-9700  
Email: [Dmarquardt@gha-engineers.com](mailto:Dmarquardt@gha-engineers.com)

For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please sign the signature page and return a copy to me.

If you have any questions or need additional information please contact me at 630-784-4024, or via email at [Elir@tsccorp.com](mailto:Elir@tsccorp.com).

Respectfully submitted,

TESTING SERVICE CORPORATION

Eli Rogatz, P.G.  
Environmental Department Manager

Enc: General Conditions  
Project Data Sheet

Approved and accepted for \_\_\_\_\_ by:

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)



## TESTING SERVICE CORPORATION

# GENERAL CONDITIONS ENVIRONMENTAL SERVICES

**1. PARTIES AND SCOPE OF WORK:** "This Agreement" consists of Testing Service Corporation's ("TSC") proposal, TSC's Schedule of Fees and Services, client's written acceptance thereof, if accepted by TSC, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this Agreement. "Client" refers to the person or entity ordering the work to be done or professional services to be rendered by TSC (except where distinction is necessary, either work or professional services are referred to as "services" herein). If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the Client transmits any report prepared by TSC. Unless otherwise expressly assumed in writing, TSC shall have no duty to any third party, and in no event shall TSC have any duty or obligation other than those duties and obligations expressly set forth in this Agreement. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

**2. HAZARDOUS SUBSTANCES:** TSC's professional services shall include limited visual observation, laboratory analyses or physical testing for the purpose of detection, quantification or identification of the extent, if any, of the presence of hazardous substances, materials or waste, petroleum products, asbestos-containing materials or lead based paint as specifically set forth in TSC's proposal. Hazardous materials, substances or waste (all cumulatively referred to herein as "hazardous substances") include those defined as such in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., ("CERCLA"), the Resource Conservation Recovery Act, 42 U.S.C. §6901 et seq., as amended, ("RCRA") or by a state or Federal Environmental Protection Agency ("EPA"), including but not limited to §§ 3.14 - 3.15 of the Illinois Environmental Protection Act, 415 ILCS 5/3.14 and 3.15 (West, 1994). "Contaminants" as used herein shall refer to hazardous substances, asbestos-containing materials, petroleum products, lead based paint and the like. "Polluted" as used herein shall mean containing contaminants. Unless specifically set forth in TSC's proposal, nothing contained in this agreement shall, however, be construed or interpreted as requiring TSC to assume the status of a generator, transporter,

treater, storer, as those terms appear within RCRA or within any Federal or state statute or regulation. Client assumes full responsibility of compliance with CERCLA, RCRA and any other Federal or state statute or regulation governing the generation, handling, storage, transportation, treatment and disposal of contaminants or other refuse.

**3. SCHEDULING OF SERVICES:** The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

**4. ACCESS TO SITE:** Client will arrange and provide access to each site upon which it will be necessary for TSC to perform its services pursuant to this agreement. In the event services are required on any site not owned by Client, Client represents and warrants to TSC that Client has obtained all necessary permissions for TSC to enter upon the site and conduct its services. Client shall, upon request, provide TSC with evidence of such permission, as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in form acceptable to TSC. Client acknowledges that it is not TSC's responsibility to notify any such property owner or tenant of the discovery of actual or suspected contaminants. Client further recognizes that knowledge of such suspected or actual condition may result in a reduction in a property's value and may provide incentive to owners of properties affected to initiate legal action against Client and/or others. Any work performed by TSC with respect to obtaining permission to enter upon and perform professional services on the lands of others as well as any work performed by TSC pursuant to this agreement, shall be deemed as being done on behalf of Client, and Client agrees to assume all risks thereof. TSC shall take reasonable measures and precautions to minimize damage to each site and any improvements thereon resulting from its work and the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage that may occur. If Client or the possessor of any interest in any site desires or requires TSC to restore the site to its former condition, upon written request from Client, TSC will perform such additional work as is necessary to do so, and Client agrees to pay TSC the costs thereof plus TSC's normal mark up for overhead and profit.

**5. CLIENT'S DUTY TO NOTIFY TSC:** Client represents and warrants that Client has advised TSC of any known or suspected contaminants, utility lines and underground structures at any site at which TSC is to perform services under this agreement. Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses,

including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by contact with sub-surface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to TSC by Client. In the event that TSC's undertaking includes contacting a public utility locating agency, its responsibility shall not extend to warranty the accuracy of the information so obtained.

**6. DISCOVERY OF UNANTICIPATED CONTAMINANTS:** The discovery of certain contaminants may make it necessary for TSC to take immediate measures to protect health and safety. TSC agrees to notify Client as soon as practically possible should such contaminants be suspected or discovered. Client agrees to reimburse TSC for the reasonable cost of implementing such measures under the circumstances.

**7. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS:** Information obtained from borings, observations, and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence with respect to the detection, quantification and identification of contaminants, but any inference or conclusion based thereon is, necessarily, an opinion also based on professional judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site. The presence and extent of contaminants as well as the levels of groundwater may fluctuate within the site due to climatic and other variations and, unless thorough sampling and testing are conducted over an extended period of time, contaminants contained within the site may escape detection. A site at which contaminants are not found to exist, or at the time of inspection do not, in fact, exist, may later, due to intervening causes, such as natural groundwater flows or human activities, become polluted. There is a risk that sampling techniques may themselves result in pollution of certain sub-surface areas such as when a probe or boring device moves through an area containing contaminants linking it to an aquifer, underground stream or other hydrous body not previously polluted. Because the risks set forth in this paragraph are unavoidable and because the sampling techniques to be employed are a necessary aspect of TSC's work on client's behalf, Client agrees to assume these risks.

**8. SOIL AND SAMPLE DISPOSAL:** Unless otherwise agreed in writing, soils known at the time to be polluted will be left on the site for proper disposal by Client; and samples removed by TSC to its laboratory, upon completion of testing, will be disposed by TSC in an approved manner or returned to the site for disposal by others.

**9. MONITORING:** If TSC is retained by Client to provide a site representative for the purpose of monitoring portions of site cleanup or other field activities, TSC will report its observations and test results as more specifically set forth elsewhere in this agreement. In such cases, TSC's services shall not include (i) determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored; (ii) evaluating, reporting or affecting job conditions concerning health, safety or welfare; (iii) the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate to excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and project managers.

**10. RECOMMENDATIONS:** If TSC's services include making recommendations for further exploration, clean-up or remediation of a site or the improvements thereon, Client shall cause all tests and inspections of the site and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been rigorously followed.

**11. CLEAN UP:** If TSC is retained by Client to physically perform the work of clean up of a site through its own forces or those of subcontractors, Client shall obtain all necessary permits and generator identification numbers. In such cases Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by the generation, transportation, treatment, storage or disposal of contaminants, except to the extent of the negligent performance by TSC of the duties undertaken by TSC, if any.

**12. TERMINATION:** This agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. In the event that TSC has agreed to provide clean up services pursuant to paragraph 10 of this Agreement, TSC shall be entitled to recover anticipated profits, in the event of termination.

**13. PAYMENT:** Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the

maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

**14. WARRANTY:** TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with this Agreement and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

**15. INDEMNITY:** Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found

to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

**16. SUBPOENAS:** TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

**17. OTHER AGREEMENTS:** TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement, (ii) wherein TSC waives any rights to a mechanics lien or (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Should litigation be necessary, the parties consent to jurisdiction and venue in an appropriate Illinois State Court in and for the County of DuPage, Wheaton, Illinois or the Federal District Court for the Northern District of Illinois. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



TESTING SERVICE CORPORATION

General Information: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Site Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Send Invoice to: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_

Attention: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

IMPORTANT NOTES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Completed by: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Distribute Reports as Follows:

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

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