

**AGENDA FOR THE BOARD OF TRUSTEES**  
**Monday, December 5, 2011, 7:30 P.M.**

Call to Order  
Roll Call  
Pledge of Allegiance  
Minutes of Previous Meeting  
Bills and Payroll  
Report of Departmental Objectives, Finance  
Public Comment

**REPORTS**

11-151 Report and Recommendation from the Cable and Telecommunications Commission to Renew the Public Access Studio Agreement with the City of Highland Park with 2 Stations

**CONSENT AGENDA**

11-149-1 Ordinance Reducing the Number of Members on the Sustainability Commission -2R

**OLD BUSINESS**

11-146-1 Ordinance Amending Chapter 5 "Animals" of the Deerfield Municipal Code -2R

**NEW BUSINESS**

PUBLIC HEARING ON THE PROPOSED 2011 TAX LEVY

- 11-150 Ordinance Levying Taxes for Corporate Purposes for the Current Fiscal Year, Commencing on the First Day of May, 2011, and Ending on the Thirtieth Day of April, 2012, for the Village of Deerfield, Lake and Cook Counties, Illinois – 1R
- 11-155 Ordinance Abating All of the 2011 Tax Levy Requirements for the Series 2003 General Obligation Refunding Bonds – 1R
- 11-156 Ordinance Abating All of the 2011 Tax Levy Requirements for the Series 2010 General Obligation Bonds -1R
- 11-157 Ordinance Abating a Portion of the 2011 Tax Levy Requirements for the Series 2011B General Obligation Bonds -1R
- 11-145-1 Ordinance Granting a Variation for Certain Property Commonly Known as 1134 Chestnut Street -1R
- 11-152 Ordinance Amending the Zoning Ordinance of the Village of Deerfield to Revise the Minimum Standards for Legal Notices – 1R
- 11-153 Resolution Initiating the Submission of a Public Question to Authorize the Village to Adopt an "Opt-Out" Program for the Supply of Electricity
- 11-154 Resolution Authorizing the Village Manager to Sign an Intergovernmental Agreement Establishing the North Shore Electricity Aggregation Consortium

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

November 21, 2011

The regular meeting of the Board of Trustees of the Village of Deerfield was called to order by Mayor Rosenthal in the Council Chambers of the Village Hall on November 21, 2011 at 7:38 p.m. The Clerk called the roll and announced that the following were:

Present: Harriet Rosenthal, Mayor  
Robert Benton  
Alan Farkas  
Thomas Jester  
Mary Oppenheim  
William Seiden  
Barbara Struthers

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

PLEDGE OF ALLEGIANCE

Chairman of the Board of Zoning Appeals, Bob Speckmann led those in attendance in reciting

the Pledge of Allegiance.

MINUTES OF PREVIOUS MEETING

Trustee Benton made a motion to approve the minutes from the November 7, 2011 Board of

Trustees meeting. Trustee Oppenheim seconded the motion. The motion passed unanimously with Trustee Farkas abstaining.

Trustee Oppenheim made a motion to approve the minutes from the November 7, 2011 Committee of the Whole meeting. Trustee Benton seconded the motion. The motion passed unanimously with Trustee Farkas abstaining.

BILLS AND PAYROLL

Trustee Seiden made a motion to approve the Bills and Payroll dated November 21, 2011.

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

AYES: Benton, Farkas, Jester, Oppenheim, Seiden, Struthers (6)

NAYS: None

TREASURER'S REPORT

Assistant Finance Director, Eric Burk presented the Treasurer's Report from October, 2011 representing

50% of the fiscal year. Sales tax receipts for the month were down 8.6% from last year, but the Village is on track with the projected budget. Water and sewer funds generated a surplus due to summer usage levels. The telecommunications tax is under projection year-to-date and the electric utility tax is over projection year-to-date. There were no unusual expenditures in the operating revenue fund.

Mayor Rosenthal noted that it will be interesting to track the sales tax over the next few months to see if the July construction has an impact on the sales tax.

Mayor Rosenthal noted the percentage of General Fund expenditures for certain functions seems to exceed last year's year-to-date. Mr. Street explained the street fund had a number of activities and there were additional legal bills this year, and staff will look to add an explanation to future reports for significant items.

MANPOWER APPOINTMENTS

Mayor Rosenthal recommended the following new Commission appointments:

- Family Days Commission – Judy Geuder, Angie Butera and Barry Gray
- Cable and Telecommunications Commission – Adam Simon
- Sustainability Commission – Laurie Leibowitz

Mayor Rosenthal recommended the following commission re-appointments:

- Appearance Review Commission – Robert Milani and Beth Chaitman
- Board of Building Appeals – Ted Galvani and Berton Ring
- Board of Police Commissioners – Paul Blakey
- Board of Zoning Appeals – Leonard Adams
- Cable and Telecommunications – John Chaput, Gregory Lapin and Kenneth Urbaszewski
- Community Relations Commission – Eric Hogberg, Neil Samuels and Lawrence Tracey
- Electrical Commission – James Brown and Ted Galvani
- Family Days Commission – Judy Nelson
- Fine Arts Commission – Barbara Weisskopf
- Manpower Commission – Jean Reuther and Susie Wexler
- Plan Commission – Larry Berg
- Police Pension Board – Kenneth Urbaszewski
- Safety Council – Larry Smith and Phillip York
- Sustainability Commission – Amy Parker and Glenn Schwartz
- Village Center Development Commission – Alan Garfield (Ch.), Oscar Adler, Garo Emerzian and Janice Shaw

Trustee Struthers made a motion to approve the manpower appointments. Trustee Benton seconded the motion. The motion passed by the following vote:

AYES: Benton, Farkas, Jester, Oppenheim, Seiden, Struthers (6)

NAYS: None

PUBLIC COMMENT

Anna Pamula from Renew Day Spa stated the newly reconstructed bridge on Central Avenue looks beautiful. She also commented that Deerfield does a great job clearing the streets of snow during the winter and expressed her thanks to the Village Board.

### REPORTS

REPORT AND RECOMMENDATION OF THE BOARD OF ZONING APPEALS RE: 1134 CHESTNUT Mr. Street reported that the Board of Zoning Appeals held a Public Hearing on October 18, 2011 to consider the removal and replacement of a garage at 1134 Chestnut. The Board of Zoning Appeals voted 5-0 in favor of sending a positive recommendation to the Board. Chairman, Bob Speckmann and property owner Douglas Voigt were present to answer questions.

Trustee Jester made a motion to accept the report and recommendation. Trustee Oppenheim seconded the motion. The motion passed by the following vote:

AYES: Benton, Farkas, Jester, Oppenheim, Seiden, Struthers (6)  
NAYS: None

### CONSENT AGENDA

There were no items on the Consent Agenda.

### OLD BUSINESS

There was no Old Business.

### NEW BUSINESS

ORDINANCE AMENDING SECTION 22-164 OF THE DEERFIELD MUNICIPAL CODE TO AUTHORIZE A FOUR-WAY STOP SIGN AT ROBERT YORK AVENUE AND OSTERMAN AVENUE – 1R Following the Board's discussion at the November 7, 2011 Board of Trustees meeting, Mr. Coblenz prepared an Ordinance. Trustee Jester submitted pictures of pedestrian crosswalk signs to the Village Board. He noted the City of Evanston is using the signs pictured. Trustee Struthers favored the signs submitted by Trustee Jester. Trustee Jester prefers this type of signage with striping rather than a stop sign.

Trustee Farkas expressed that the matter should be sent to the Safety Council but did note that Trustee Jester's alternative sign would better identify the crosswalk.

Mayor Rosenthal reported that Safety Council Chairman, Bill Keefe, sent her an email stating the Safety Council has discussed this intersection numerous times in the past and the Safety Council would like the opportunity to further review this matter.

Alan Chandler, 610 Robert York Avenue, Unit 409, presented his comments on the Robert York and Osterman Avenue intersection to the Village Board. Mr. Chandler questioned why there is no stop sign or enforcement of vehicles stopping at the crosswalk? He noted there is a high level of pedestrian traffic from the residents living at South Commons, One Deerfield Place and visiting the nearby shopping center. He believes traffic flowed much smoother when the 4-way stop signs were posted during the summer construction. Mr. Chandler hopes the Board will consider a pedestrian right-of-way and install stop signs. He believes it would help the neighborhood without causing traffic issues.

Trustee Oppenheim made a motion to send the matter to the Safety Council. Trustee Farkas seconded the motion. The motion passed by the following vote:

AYES: Benton, Farkas, Jester, Oppenheim, Seiden, Struthers (6)

NAYS: None

ORDINANCE AMENDING CHAPTER 5 "ANIMALS" OF THE DEERFIELD MUNICIPAL CODE – 1R Mr. Street explained this was discussed at a previous Committee of the Whole meeting to address residents' concerns.

Chief Sliozis provided an overview of the proposed changes to the Ordinance. He reported that if a dog bites a person it will need to be muzzled when leaving the owner's property.

Trustee Struthers suggested informing the Park District Board, so they can put up signs in the dog park. Trustee Oppenheim likes that the Ordinance provides progressive steps and is clear. Trustee Jester asked if owners of dogs that have previously bitten would be notified. Chief Sliozis noted the intent is to enforce the Ordinance going forward.

This will stand as a First Reading.

AUTHORIZATION TO ENTER INTO MAINTENANCE AGREEMENT WITH RADICOM COMMUNICATIONS Chief Sliozis explained the Village has used CML for about 15 years. CML was bought out three years ago. At that time, the Board approved a three-year agreement with Radicom to maintain the equipment. Over the past three years, Radicom has served the Village well and has met their obligations. The Village is seeking a one-year extension of the agreement since the item covered will be replaced in the next year.

Trustee Benton made a motion to extend the maintenance agreement with Radicom Communications for one year in an amount not to exceed \$23,895. Trustee Jester seconded the motion. The motion passed by the following vote:

AYES: Benton, Farkas, Jester, Oppenheim, Seiden, Struthers (6)

NAYS: None

AUTHORIZATION FOR UNDERGROUND WORK ASSOCIATED WITH A FIBER OPTIC CONNECTION BETWEEN VILLAGE HALL AND PUBLIC WORKS

Director of Public Works and Engineering, Barbara Little explained the Village maintains the data link between Village Hall and Public Works that handles communications and computer network services. The current data link is a copper circuit that is similar to a residential DSL line and does not

provide sufficient capacity or reliability for the Village's needs. Information Technology has advised the most cost effective option is to utilize a fiber optic line. The proposed route is from Village Hall to Public Works, in the public right-of-way. A portion of the work was completed during the pedestrian underpass construction project. The Village received two proposals for the remainder of the work and is recommending Hecker & Company in an amount not to exceed \$81,459. Trustee Farkas questioned what work is included in the quote? Ms. Little reported the price includes installation but does not include restoration or interior connections. She noted the interior connections would be handled by the Village IT personnel or their recommended contractors.

Trustee Benton asked if Ms. Little plans to extend the link to the Wastewater Reclamation Facility. Ms. Little responded that it does not include an extension to the WRF, but it will be built to accommodate it in the future.

Trustee Oppenheim made a motion to award the contract for underground work associated with a fiber optic connection between Village Hall and Public Works to Heckler & Company in an amount not to exceed \$81,459. Trustee Struthers seconded the motion. The motion passed by the following vote:

AYES: Benton, Farkas, Jester, Oppenheim, Seiden, Struthers (6)

NAYS: None

ORDINANCE REDUCING THE NUMBER OF MEMBERS ON THE SUSTAINABILITY COMMISSION – 1R

An Ordinance to reduce the number of members on the Sustainability Commission from 10 to nine. First Reading. This will stand as a first reading.

DISCUSSION

CONGRATULATIONS

Trustee Benton congratulated the Village for their efforts in pushing along the Cook County Highway Department to complete the Lake Cook Road construction project.

Trustee Jester complimented the engineers and contractors on the Central Avenue and Juniper Road Bridge projects.

HAPPY THANKSGIVING

Mayor Rosenthal wished a Happy Thanksgiving to all.

VETERAN'S DAY SERVICE

Mr. Street thanked the veterans for the meaningful Veteran's Day service.

LEAF COLLECTION

Mr. Street stated the Village leaf collection program has ended for the year. Bagged leaves will still be collected with regular the yard waste collection by Waste Management through mid December.

WINTER CELEBRATION

Mr. Street encouraged residents and visitors to join in Deerfield's Winter Celebration which will take place on December 2<sup>nd</sup> and December 3<sup>rd</sup>.

ADJOURNMENT

There being no further business or discussion, Trustee Benton made a motion to adjourn the meeting. Trustee Oppenheim seconded the motion. The motion passed unanimously. The meeting was adjourned at 8:25 pm.

APPROVED:

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Mayor

ATTEST:

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Village Clerk

**BILLS & PAYROLL  
FOR THE  
DECEMBER 5, 2011  
VILLAGE BOARD MEETING**

## December 5, 2011 Board Meeting

Vendor	Invoice #	Description	Org	Obj	Total Invoice
ABC COMMERCIAL MAINTENANCE SERVICES INC	042	JANITORIAL SERVICES - NOV 11	101210	5320	1,148.00
ABC COMMERCIAL MAINTENANCE SERVICES INC	042	JANITORIAL SERVICES - NOV 11	102010	5320	419.00
ABC COMMERCIAL MAINTENANCE SERVICES INC	042	JANITORIAL SERVICES - NOV 11	106010	5320	1,060.00
ABC COMMERCIAL MAINTENANCE SERVICES INC	042	JANITORIAL SERVICES - NOV 11	542052	5320	30.00
					<u>2,657.00</u>
AMERICAN GASES CORP	172992	HELIUM - DARE	106033	5415	107.25
AMERICANEAGLE.COM INC	145109	WEBSITE HOSTING & MAINT - NOV 11	101210	5370	150.00
APCO INTERNATIONAL, INC	97879-2012	DUES - GLOWACZ	106020	5330	92.00
ARAMARK REFRESHMENT SERVICES	268843	COFFEE - PW/ENG	102010	5450	20.00
ARAMARK REFRESHMENT SERVICES	268843	COFFEE - PW/ENG	102110	5450	20.01
ARAMARK REFRESHMENT SERVICES	268843	COFFEE - PW/ENG	502010	5450	20.00
ARAMARK REFRESHMENT SERVICES	268843	COFFEE - PW/ENG	542010	5450	20.00
ARAMARK REFRESHMENT SERVICES	268843	COFFEE - PW/ENG	542052	5450	20.01
					<u>100.02</u>
AT&T	5811A121511	WIRELESS E911 111611-121511	930000	2150	327.57
AVALON PETROLEUM COMPANY	005502	FUEL - DIESEL	100000	1510	18,275.00
AVALON PETROLEUM COMPANY	547350	FUEL - ETHANOL	100000	1510	15,050.00
					<u>33,325.00</u>
BURRIS EQUIPMENT CO.	RI44059A	BOOM LIFT RENTAL - HOLIDAY LIGHTS	102050	5310	825.00
BURRIS EQUIPMENT CO.	RI44059	BOOM LIFT RENTAL - HOLIDAY LIGHTS	102050	5310	1,061.00
					<u>1,886.00</u>
CDW GOVERNMENT INC	B512045	CAMCORDER/TRIPOD	102110	5810	491.64
CHARTER HOUSE LLC	4271	2012 TIMECARDS	106010	5335	52.95
CHEMICAL PUMP SALES & SERVICE	71547	CHLORINE DETECTOR MODULE	502031	5322	658.86
CHRISTENSEN COMPUTER COMPANY INC	94350	BLANK ID CARDS	106010	5460	142.00
CINTAS	022329324	CLOTHING - ISAACS	542052	5130	60.00
CINTAS	022332650	CLOTHING - LIBIT	542010	5130	69.98
CINTAS	022332650	CLOTHING - LIBIT	542010	5130	166.94
CINTAS	022332649	CLOTHING - SHERMAN	101111	5130	61.19
CINTAS	022332648	MATS - PW/ENG/TRAIN STATION	102010	5320	36.46
CINTAS	022332648	MATS - PW/ENG/TRAIN STATION	102038	5320	36.46
CINTAS	022332648	MATS - PW/ENG/TRAIN STATION	502010	5320	36.46
CINTAS	022332648	MATS - PW/ENG/TRAIN STATION	542010	5320	36.46
CINTAS	022332642	MATS - VH	101111	5320	37.70
CINTAS	022335885	MATS - VH	101111	5320	37.70
CINTAS	022332647	MATS - WRF	542052	5320	36.91
					<u>616.26</u>
COMED	15271F102511	AC1398050042 092611-102511	102010	5510	109.01
COMED	15271F102511	AC1398050042 092611-102511	106010	5388	124.82
COMED	15271F102511	AC1398050042 092611-102511	602019	5510	285.00
COMED	15271F102511	AC1398050042 092611-102511	602038	5510	946.35
COMED	15271ABCDK102511	MULTIPLE ACCTS 092611-102511	102050	5510	377.66
COMED	15271ABCDK102511	MULTIPLE ACCTS 092611-102511	502031	5510	92.26
COMED	15271ABCDK102511	MULTIPLE ACCTS 092611-102511	542052	5510	244.25
COMED	15271ABCDK102511	MULTIPLE ACCTS 092611-102511	602038	5510	37.69
					<u>2,217.04</u>
COMMUNICATIONS REVOLVING FUND	T1211057	COMMUNICATIONS SERVICES - SEP 11	176020	5550	877.39
COMMUNICATIONS REVOLVING FUND	CR093011	CREDIT MEMO	176020	5550	(42.25)
					<u>835.14</u>
CONTINENTAL WEATHER SERVICE	11882	WEATHER FORECASTING - NOV 11	102010	5365	37.50
CONTINENTAL WEATHER SERVICE	11882	WEATHER FORECASTING - NOV 11	502010	5365	37.50
CONTINENTAL WEATHER SERVICE	11882	WEATHER FORECASTING - NOV 11	542010	5365	37.50
CONTINENTAL WEATHER SERVICE	11882	WEATHER FORECASTING - NOV 11	542052	5365	37.50
					<u>150.00</u>
CORRECT ROOFING & CONSTRUCTION, INC.	2006-139	ROOF REPAIRS - WRF DIGESTER CONTROL BLDG	542052	5320	3,750.00
CUSTOM OUTDOOR DESIGNS INC	338182	DEPOSIT REFUND - 306 LANDIS	910000	2423	500.00
DEERFIELD VILLAGE CENTRE	20241	U/B CREDIT BALANCE REFUND	500000	1270	99.47
DLA PIPER LLP (US)	2624560	SPECIAL COUNSEL/COM ED SUIT - AUG 11	101210	5360	13,813.20
EDIBLE ARRANGEMENTS - RIVERWOODS	F0144001923	ARRANGEMENT - CARNER	106010	5460	61.00
ERNIE'S WRECKER SERVICE INC	E145764	TOWED VEHICLE	106034	5326	125.00
ERNIE'S WRECKER SERVICE INC	E154694	TOWED VEHICLE	106034	5326	300.00
					<u>425.00</u>
EXELON ENERGY, INC.	25990102411	ELECTRICITY 092611-102411	102050	5510	3,816.32
EXELON ENERGY, INC.	25990102411	ELECTRICITY 092611-102411	502031	5510	5,433.18
EXELON ENERGY, INC.	25990102411	ELECTRICITY 092611-102411	542052	5510	16,716.55
					<u>25,966.05</u>
FEDERAL EXPRESS CORP	7-688-43171	MAILING - WRF	102110	5337	32.16
FINISH LINE AUTOMOTIVE INC	26330	ACCIDENT DAMAGE PAINT JOB	702050	5470	1,660.00

December 5, 2011 Board Meeting

Vendor	Invoice #	Description	Org	Obj	Total Invoice
GALLS, AN ARAMARK CO, LLC	511752740	EQUIPMENT	106010	5460	168.06
GALLS, AN ARAMARK CO, LLC	511744774	EQUIPMENT	106010	5460	242.06
GALLS, AN ARAMARK CO, LLC	511728730	EQUIPMENT	106010	5460	377.55
					787.67
GASVODA & ASSOC INC	11IPSBAD0036	ODOR PACK - EAST SIDE LIFT STATION/WRF	542052	5421	686.00
GHA TECHNOLOGIES, INC	683201	FIBER TRANSMISSION PATCH CABLES	102110	5810	50.00
GHA TECHNOLOGIES, INC	683885	VGA MONITOR CABLE	106010	5460	15.00
					65.00
GILLIS PRODUCTS, INC	35793	MISC OPERATING SUPPLIES	102038	5460	603.16
GLOWACZ, MARY ANNE K.	101911-B	TRAVEL EXPENSE REIMBURSEMENT	106020	5211	232.64
GODWIN PUMP	400179409	FITTING FOR 6' TRAILER MOUNTED PUMP - WRF	542052	5470	653.00
GOLDMAN, JEFFREY AND AMY	340974	TREE MITIGATION REFUND - 843 NORTHWOODS	100001	4462	2,375.00
GRAINGER INC	9682616116	CAULK	542051	5421	20.07
GRAINGER INC	9681468162	CAULK	542051	5421	86.83
					106.90
GRAND PRIX CAR WASH	103111	CAR WASHES	106034	5326	71.00
GRECO, MR AND MRS ADAM	341119	DEPOSIT REFUND - 1051 STRATFORD	910000	2423	500.00
HACH COMPANY	7482685	LAB EQUIPMENT - WRF	542052	5460	409.95
HART'S AUTO SUPPLY	32136	BRAKE PARTS - SQUAD CARS	702050	5470	1,172.00
HOME DEPOT CREDIT SERVICES	4102244	LIGHT BULBS	102050	5421	109.60
HOME DEPOT CREDIT SERVICES	3102956	STOCK - GARAGE	702050	5421	66.18
HOME DEPOT CREDIT SERVICES	4102196	TOOLS	102050	5421	34.45
					210.23
HR SIMPLIFIED, INC.	31253	COBRA NOTIFICATIONS - OCT 11	101111	5365	25.00
IL FORNOS PIZZA	159734	SOCIAL SERVICES MEETING	106010	5460	28.70
ILLINOIS GFOA	4499553/1966002	SEMINAR - RODRIGUEZ	101111	5210	100.00
IL HOLOCAUST MUSEUM & EDUCATION CENTER	111811	TRAINING EXPENSE	106034	5211	244.12
IMAGISTICS INTERNATIONAL, INC.	731315757	COPIER MAINT/POL/OCT 11	106010	5322	178.91
ITALIAN KITCHEN	43560111811	LEAF SEASON LUNCHEON	582053	5460	420.00
IZAKS, LAUREN	344674	TREE APPLICATION REFUND	100001	4232	75.00
JATHEON TECHNOLOGIES, INC.	US703	EMAIL ARCHIVE MAINT RENEWAL	101111	5370	109.45
JATHEON TECHNOLOGIES, INC.	US703	EMAIL ARCHIVE MAINT RENEWAL	101210	5370	59.70
JATHEON TECHNOLOGIES, INC.	US703	EMAIL ARCHIVE MAINT RENEWAL	101330	5370	79.60
JATHEON TECHNOLOGIES, INC.	US703	EMAIL ARCHIVE MAINT RENEWAL	102010	5370	39.80
JATHEON TECHNOLOGIES, INC.	US703	EMAIL ARCHIVE MAINT RENEWAL	102110	5370	89.55
JATHEON TECHNOLOGIES, INC.	US703	EMAIL ARCHIVE MAINT RENEWAL	106010	5370	597.00
JATHEON TECHNOLOGIES, INC.	US703	EMAIL ARCHIVE MAINT RENEWAL	502010	5370	19.90
					995.00
JOE AND TONY LANDSCAPING	340798	DEPOSIT REFUND - 1513 DARTMOUTH	910000	2423	500.00
JOSEPH J HENDERSON & SON, INC	13648	WRF CONSTRUCTION/DRAW #10/THRU 110111	222082	5941	1,156,195.98
JUST TIRES / MOUNT PROSPECT	438913	TIRES - SMALL TRUCKS	702050	5470	1,669.92
KALE UNIFORMS	590368	APPAREL	106020	5130	7.50
KALE UNIFORMS	590366	APPAREL	106034	5130	18.00
KALE UNIFORMS	591133	APPAREL	106034	5130	19.94
KALE UNIFORMS	590369	APPAREL	106034	5130	34.95
KALE UNIFORMS	595278	APPAREL	106034	5130	44.99
KALE UNIFORMS	590367	APPAREL	106034	5130	58.94
KALE UNIFORMS	590371	APPAREL	106034	5130	71.99
KALE UNIFORMS	590374	APPAREL	106034	5130	89.99
KALE UNIFORMS	590372	APPAREL	106034	5130	166.47
KALE UNIFORMS	590370	APPAREL	106034	5130	173.74
KALE UNIFORMS	590638	APPAREL	106034	5130	199.99
					886.50
KEENEY-JONES INSURANCE AGENCY	48455111611	AUTO INSURANCE - VILLAGE GREETER	101210	5387	770.00
KING'S KENNELS	111611	IMPOUND FEES	101111	5325	480.00
KLUGE, SCOTT OR RACHEL	344675	TREE APPLICATION REFUND	100001	4232	75.00
LABOR RELATIONS INFORMATION SYSTEM	24974	SUBSCRIPTION	106010	5213	150.00
LITTLE TOMMY'S PLUMBING SHOP	1190-3612	PLUMBING REPAIR/NEW WATER SERVICE	502050	5365	174.00
LITTLE, BARBARA K	110111	EXP REIMB - BUSINESS LUNCH	102110	5211	53.36
LYNN PEAVEY COMPANY	249242	SUPPLIES	106010	5460	177.90
LYNN PEAVEY COMPANY	248813	SUPPLIES	106010	5460	257.00
					434.90
MADERA, ENRIQUE	293403	DEPOSIT REF/TREE MIT - 1016 HAZEL	100001	4462	375.00
MADERA, ENRIQUE	293403	DEPOSIT REF/TREE MIT - 1016 HAZEL	910000	2423	570.00
					945.00
MC MASTER CARR SUPPLY CO	99776216	OLEFIN MAT - EAST SIDE LIFT STATION/WRF	542052	5421	568.98
MC MASTER CARR SUPPLY CO	10613191	WASH BAY HOSE SWIVELS	702050	5470	72.61
					641.59

December 5, 2011 Board Meeting

Vendor	Invoice #	Description	Org	Obj	Total Invoice
MCDONOUGH ASSOCIATES INC	1150911	PED UNDERPASS CONST/PH III/090311-102811	222082	5362	11,156.57
MCHENRY ANALYTICAL WATER LABORATORY, INC	28817	INDEPENDENT LAB TESTING	542052	5365	65.80
MCHENRY ANALYTICAL WATER LABORATORY, INC	1105161	INDEPENDENT LAB TESTING	542052	5365	497.60
					563.40
MCMANUS, JOHN F.	341012	DEPOSIT REFUND - 1655 CENTRAL	910000	2423	500.00
MEINTZER CONCRETE	110811	BUILDING MAINT	106010	5320	795.00
MENONI & MOCOgni, INC.	982522	10 BAGS OF MASON LIME	542052	5421	48.50
MENONI & MOCOgni, INC.	94782006	CONCRETE - PLUM TREE & PINE	502050	5421	575.50
MENONI & MOCOgni, INC.	976848	PEAT MOSS/SOD - MOSCONI	502050	5421	25.00
					649.00
MERIDIAN IT INC	M057430-IN	PHONE SERVER BACKUP POWER SUPPLY	101111	5810	381.79
MOORE LANDSCAPES INC.	13729	LANDSCAPING SERVICES - OCT 11 (9 OF 10)	101111	5324	1,280.36
MOORE LANDSCAPES INC.	13729	LANDSCAPING SERVICES - OCT 11 (9 OF 10)	101210	5914	2,986.22
MOORE LANDSCAPES INC.	13729	LANDSCAPING SERVICES - OCT 11 (9 OF 10)	102038	5321	1,280.35
MOORE LANDSCAPES INC.	13729	LANDSCAPING SERVICES - OCT 11 (9 OF 10)	602019	5320	853.32
MOORE LANDSCAPES INC.	13729	LANDSCAPING SERVICES - OCT 11 (9 OF 10)	602038	5390	1,280.35
					7,680.60
MORALES, DIANY S.	286415	DEPOSIT REFUND - 1240 WALDEN	910000	2410	1,000.00
MORALES, DIANY S.	286415	DEPOSIT REFUND - 1240 WALDEN	910000	2423	2,250.00
					3,250.00
MUTUAL SERVICES OF HIGHLAND PARK	432432	PIPE PARTS - #2 ANAEROBIC DIGESTER	542052	5470	34.78
MUTUAL SERVICES OF HIGHLAND PARK	432455	SINGLE CUT KEY	542051	5421	11.28
					46.06
NORTH AMERICAN INSURANCE	61200111611	SUPPLEMENTAL LIFE INS: SEP11-DEC11 PREM	100000	2431	204.12
NORTH CENTRAL LABORATORIES	295156	LAB NOTEBOOK & AMMONIA EQUIPMENT	542052	5460	135.49
NORTH CENTRAL LABORATORIES	295430	LAB SUPPLIES - WRF	542052	5460	178.58
					314.07
PARENT PETROLEUM	643228	CASTROL ATF	702050	5470	2,566.39
PEOPLES ENERGY	61290C101311	AC3500001963721 091411-101311	542052	5520	1,607.87
PEOPLES ENERGY	61290D101711	AC8500044844380 081711-101711	101111	5520	54.01
					1,661.88
POOLS PRESS INC	32155	INVITATIONS - BOARDS & COMMISSIONS RECEPTION	101210	5335	260.00
POOLS PRESS INC	32121	PRINTING - D-TALES NOV/DEC 11	101210	5335	1,735.00
					1,995.00
PRECISION SERVICE & PARTS INC	03-609687	BLOWER MOTOR RESISTER - #707	702050	5470	45.00
PRECISION SERVICE & PARTS INC	03-609546	HEATER WIRE HARNESS - #707	702050	5470	62.58
PRECISION SERVICE & PARTS INC	01-669905	TRANS FILTERS - SMALL TRUCKS	702050	5470	140.44
					248.02
PROSAFETY INC	1/284990	GLOVES - SEWER DEPT	542031	5421	35.00
QUILL CORPORATION	8096101	OFFICE SUPPLIES	102110	5450	12.49
QUILL CORPORATION	8096101	OFFICE SUPPLIES	542052	5450	62.88
QUILL CORPORATION	7784879	SUPPLIES - PW	102010	5450	7.42
QUILL CORPORATION	7818468	SUPPLIES - PW	102010	5450	12.89
QUILL CORPORATION	7784879	SUPPLIES - PW	502010	5450	7.42
QUILL CORPORATION	7818468	SUPPLIES - PW	502010	5450	12.88
QUILL CORPORATION	7784879	SUPPLIES - PW	542010	5450	7.42
QUILL CORPORATION	7818468	SUPPLIES - PW	542010	5450	12.89
QUILL CORPORATION	7818468	SUPPLIES - PW	542052	5450	12.88
QUILL CORPORATION	7784879	SUPPLIES - PW	542052	5450	23.83
					173.00
RADICOM	97699	CML & RADIO CONSOLE MAINT CONTRACT - 2012	176020	5323	23,895.00
RELIABLE OFFICE SUPPLIES	CJX92100	OFFICE SUPPLIES	101111	5450	42.24
RJN GROUP, INC.	01	2011 INFLOW & INFILTRATION REDUCTION PROGRAM	222082	5362	3,010.00
SACCENTE, PATRICK	103365112911	COMMUTER CHOICE PROGRAM REIMBURSEMENT	100000	2040	128.25
SAM'S CLUB DIRECT	0217040CM	CREDIT MEMO - UNAPPLIED CASH	101111	5460	(0.10)
SAM'S CLUB DIRECT	4525	MISC OPERATING SUPPLIES	101111	5460	87.02
SAM'S CLUB DIRECT	4525	MISC OPERATING SUPPLIES	101330	5460	24.86
SAM'S CLUB DIRECT	4525	MISC OPERATING SUPPLIES	102010	5460	37.30
SAM'S CLUB DIRECT	4525	MISC OPERATING SUPPLIES	102038	5460	12.43
SAM'S CLUB DIRECT	4525	MISC OPERATING SUPPLIES	106010	5460	87.02
					248.53

## December 5, 2011 Board Meeting

Vendor	Invoice #	Description	Org	Obj	Total Invoice
SCIARRETTA ENTERPRISES, INC	10-178706	FRONT END LOADER RENTAL - LEAF SEASON	582053	5310	600.00
SCIARRETTA ENTERPRISES, INC	11-179331	TRAIN STATION CLEANING	102038	5321	495.00
SCIARRETTA ENTERPRISES, INC	11-179330	WEED RMVL/LKE CK RD/BIRCHWOOD TO WILMOT	102050	5365	850.00
					1,945.00
SHERIDAN AUTO PARTS & MACHINE	713875	AUTO TRANSMISSION FILTERS	702050	5470	22.28
SHERIDAN AUTO PARTS & MACHINE	713881	FILTERS - SQUAD CARS	702050	5470	66.84
SHERIDAN AUTO PARTS & MACHINE	713425	VACUUM FILTERS	702050	5470	23.92
SHERIDAN AUTO PARTS & MACHINE	713454	VACUUM FUEL FILTERS	702050	5470	61.68
					174.72
SLIOZIS, JOHN J.	79831112011	TRAVEL EXP REIMB - ACCREDITATION CONF/CO	106010	5211	2,295.85
SNAP-ON INCORPORATED	19029	REPLACEMENT TOOLS	702050	5440	160.10
SOIL AND MATERIAL CONSULTANTS	36214	2011 STREET REHAB PROGRAM	102110	5362	1,264.00
STOPTECH LTD	38806	EQUIPMENT	106034	5810	47.23
STRAND ASSOCIATES INC	0088492	WRF CONST OBSERVATION: 100111-103111	222082	5941	87,709.36
STRAND ASSOCIATES INC	0088491	WRF MOD FUNDING ASSISTANCE: 100111-103111	222082	5362	77.03
STRAND ASSOCIATES INC	0088493	WRF/COPPER TRANSFER STUDY: 100111-103111	542052	5365	200.00
					87,986.39
SUBURBAN ACCENTS, INC	18091	VEHICLE MAINT	106034	5326	35.00
SUNSET FOOD MART INC	117512	DISTILLED WATER - WRF LAB	542052	5460	59.40
THE CARE OF TREES INC	905240325	PARKWAY TREE PLANTING - SUMMIT CT	102037	5365	270.00
THELEN MATERIALS LLC	271890	CLEAN FILL DUMP	502050	5421	388.20
THELEN MATERIALS LLC	271889	CLEAN FILL DUMP	502050	5421	444.20
THELEN MATERIALS LLC	271888	CLEAN FILL DUMP	502050	5421	961.80
THELEN MATERIALS LLC	271891	TRENCH BACKFILL	502050	5421	3,412.27
					5,206.47
TINUCCI, ROBERT OR BARBARA	343251	TREE APPLICATION REFUND	100001	4232	75.00
TMA OF LAKE-COOK	2012-11	ANNUAL DUES	102110	5330	288.00
TRAFFIC AND PARKING CONTROL	1381515	SIGN MATERIAL	102050	5430	208.06
TREES R US	343924	TREE APPLICATION REFUND	100001	4232	75.00
TRICOMM BUSINESS PRODUCTS	024009	OFFICE SUPPLIES	106010	5450	46.43
ULINE	40847999	EVIDENCE SUPPLIES	106034	5810	103.64
UNITED STATES POSTAL SERVICE	89100113011	D-TALES MAILING - JAN/FEB 12	101210	5337	1,100.00
UNITED STATES POSTAL SERVICE	89100112011	FIRST CLASS PRESORT & STANDARD MAIL PERMITS	101210	5337	380.00
					1,480.00
UPPER CRUST BAGELS	12051	MEETING	106010	5460	18.99
URS CORPORATION	4832737	JUNIPER BRIDGE/PHASE II/SRVS ENDING 082611	222082	5362	657.04
URS CORPORATION	4881048	JUNIPER CT BRIDGE/PH II/THRU 102811	222082	5362	436.72
					1,093.76
VOLLMAR CLAY PRODUCTS CO	153847	CONCRETE RINGS/CATCH BASINS	542051	5421	342.00
VOLLMAR CLAY PRODUCTS CO	153791	CONCRETE RINGS/CATCH BASINS	542051	5421	470.00
					812.00
WEIGELT, SARAH	344096	TREE APPLICATION REFUND	100001	4232	75.00
WEISS BUSINESS FORMS	30018	BUSINESS CARDS	106010	5335	58.96
WEISS BUSINESS FORMS	30042	LIQUOR LICENSE SHEETS/BOUND IN BOOK	101210	5450	254.77
					313.73
WELD-MART U.S.A. INC	38525	WELDING TORCH SUPPLIES - WRF	542052	5440	103.34
WEST GROUP PAYMENT CENTER	823831568	INVESTIGATIVE SUITE	106010	5387	130.90
WHOLESALE DIRECT INC	000189370	AMBER LENS	702050	5470	16.25
WHOLESALE DIRECT INC	000189265	BACK-UP LAMPS - #603	702050	5470	148.05
WHOLESALE DIRECT INC	000189379	MARKER LENS - #604	702050	5470	58.92
WHOLESALE DIRECT INC	000189319	NEW ARROW LIGHT - #305	211150	5860	631.78
					855.00
ZELKEN, REBECCA	344699	TREE APPLICATION REFUND	100001	4232	75.00
ZIEBELL WATER SERVICE PRODUCTS	214474-000	WATER MAIN PIPE	502050	5421	419.40
ZIEBELL WATER SERVICE PRODUCTS	214473-000	WATER MAIN PIPE	502050	5421	1,148.40
					1,567.80
					<b>Total Invoices</b>
					<b>1,429,340.87</b>

Vendor	Invoice #	Description	Org	Obj	Total Invoice
<b>Pre-Paid Checks</b>					
CALL ONE	101061630000111511	MONTHLY BILLING FOR HARDLINE TELECOM	101111	5540	744.96
CALL ONE	101061630000111511	MONTHLY BILLING FOR HARDLINE TELECOM	101330	5540	310.40
CALL ONE	101061630000111511	MONTHLY BILLING FOR HARDLINE TELECOM	102010	5540	234.21
CALL ONE	101061630000111511	MONTHLY BILLING FOR HARDLINE TELECOM	102110	5540	629.83
CALL ONE	101061630000111511	MONTHLY BILLING FOR HARDLINE TELECOM	106010	5550	869.12
CALL ONE	101061630000111511	MONTHLY BILLING FOR HARDLINE TELECOM	502010	5540	530.33
CALL ONE	101061630000111511	MONTHLY BILLING FOR HARDLINE TELECOM	542010	5540	104.69
CALL ONE	101061630000111511	MONTHLY BILLING FOR HARDLINE TELECOM	542052	5540	707.38
CALL ONE	101061630000111511	MONTHLY BILLING FOR HARDLINE TELECOM	602019	5320	16.01
CALL ONE	101061630000111511	MONTHLY BILLING FOR HARDLINE TELECOM	702050	5540	98.20
CALL ONE	101061630000111511	MONTHLY BILLING FOR HARDLINE TELECOM	930000	2150	<u>2,427.06</u>
					6,672.19
METLIFE	56790NOV11	DENT/NOV11/KM057128160001	100000	1613	(527.68)
METLIFE	56790NOV11	DENT/NOV11/KM057128160001	100000	1613	43.92
METLIFE	56790NOV11	DENT/NOV11/KM057128160001	100000	1613	43.92
METLIFE	56790NOV11	DENT/NOV11/KM057128160001	100000	2437	1,712.60
METLIFE	56790NOV11	DENT/NOV11/KM057128160001	100000	2438	1,207.80
METLIFE	56790NOV11	DENT/NOV11/KM057128160001	100000	2439	3,030.28
METLIFE	56790NOV11	DENT/NOV11/KM057128160001	730000	2061	<u>9,772.20</u>
					15,283.04
					<b>Total Pre-Paid Checks</b>
					<b>21,955.23</b>
<b>Pre-Paid Wire Transactions</b>					
DEERFIELD POLICE PENSION	POLPEN11182011	POLPEN CONTRIBS 11/18/2011 PR	730000	2066	14,029.67
FEDERAL TAXES	PR11182011	FICA/MC/FIT 11/18/2011 PR	730000	2011	46,944.32
FEDERAL TAXES	PR11182011	FICA/MC/FIT 11/18/2011 PR	730000	2031	21,161.33
FEDERAL TAXES	PR11182011	FICA/MC/FIT 11/18/2011 PR	730000	2032	6,452.42
FEDERAL TAXES	PR11182011	FICA/MC/FIT 11/18/2011 PR	730000	2033	<u>3,409.24</u>
					77,967.31
ICMA	ICMAREG11182011	ICMA REG 11/18/2011 PR	730000	2042	18,774.65
ICMA	ICMARHS11182011	ICMA RHS 11/18/2011 PR	730000	2016	2,134.59
ICMA	ICMAROTH11182011	ICMA ROTH 11/18/2011 PR	730000	2042	<u>1,546.10</u>
					22,455.34
ILLINOIS DEPT OF REVENUE	PR11182011	SIT 11/18/2011 PR	730000	2051	15,271.26
PITNEY BOWES	7087711142011	REPLENISH POSTAGE METER	101111	5337	300.00
PITNEY BOWES	7087711142011	REPLENISH POSTAGE METER	101210	5337	300.00
PITNEY BOWES	7087711142011	REPLENISH POSTAGE METER	101330	5337	300.00
PITNEY BOWES	7087711142011	REPLENISH POSTAGE METER	102010	5337	300.00
PITNEY BOWES	7087711142011	REPLENISH POSTAGE METER	106010	5337	400.00
PITNEY BOWES	7087711142011	REPLENISH POSTAGE METER	502010	5337	200.00
PITNEY BOWES	7087711142011	REPLENISH POSTAGE METER	542010	5337	<u>200.00</u>
					2,000.00
US BANK	BAF1010NOV11	BANK ANALYSIS FEE/1010/NOV 11	730000	2801	245.87
US BANK	BAF1190NOV11	BANK ANALYSIS FEE/1190/NOV 11	730000	2801	<u>167.80</u>
					413.67
					<b>Total Pre-Paid Wire Transactions</b>
					<b>132,137.25</b>
					<b>Grand Total</b>
					<b>1,583,433.35</b>

**Village of Deerfield Payroll Summary Report  
NOVEMBER 2011**

FUND 10 GENERAL FUND

**FINANCE DEPARTMENT**

101111	5110	REGULAR SALARIES	\$ 66,391.87
101111	5111	PART TIME SALARIES	-
101111	5112	OVERTIME SALARIES	-

**ADMINISTRATION**

101210	5110	REGULAR SALARIES	25,337.03
101210	5111	PART TIME SALARIES	345.07
101210	5112	OVERTIME SALARIES	-

**COMMUNITY DEVELOPMENT**

101330	5110	REGULAR SALARIES	46,690.32
101330	5111	PART TIME SALARIES	1,502.49
101330	5112	OVERTIME SALARIES	474.92

**STREET ADMINISTRATION**

102010	5110	REGULAR SALARIES	14,934.14
102010	5111	PART TIME SALARIES	-
102010	5112	OVERTIME SALARIES	-

**STREET SNOW & ICE REMOVAL**

102036	5110	REGULAR SALARIES	-
102036	5111	PART TIME SALARIES	-
102036	5112	OVERTIME SALARIES	-

**STREET FORESTRY**

102037	5110	REGULAR SALARIES	-
102037	5111	PART TIME SALARIES	-
102037	5112	OVERTIME SALARIES	-

**STREET TRAIN STATION MAINT**

102038	5110	REGULAR SALARIES	495.14
102038	5111	PART TIME SALARIES	-
102038	5112	OVERTIME SALARIES	-

**STREET MAINTENANCE**

102050	5110	REGULAR SALARIES	11,361.11
102050	5111	PART TIME SALARIES	843.00
102050	5112	OVERTIME SALARIES	380.00

**ENGINEERING DIVISION**

102110	5110	REGULAR SALARIES	14,368.90
102110	5111	PART TIME SALARIES	1,412.25
102110	5112	OVERTIME SALARIES	\$ 42.00

**Village of Deerfield Payroll Summary Report  
NOVEMBER 2011**

**POLICE DEPT ADMINISTRATION**

106010	5110	REGULAR SALARIES	\$ 42,378.15
106010	5111	PART TIME SALARIES	-
106010	5112	OVERTIME SALARIES	-

**POLICE DEPT COMMUNICATIONS**

106020	5110	REGULAR SALARIES	43,883.63
106020	5111	PART TIME SALARIES	2,063.61
106020	5112	OVERTIME SALARIES	612.43

**POLICE DEPT INVESTIGATIONS**

106033	5110	REGULAR SALARIES	46,019.06
106033	5112	OVERTIME SALARIES	4,572.63

**POLICE DEPT PATROL**

106034	5110	REGULAR SALARIES	209,097.98
106034	5111	PART TIME SALARIES	8,176.30
106034	5112	OVERTIME SALARIES	6,305.51

**POLICE DEPT SPEC DETAIL**

106061	5112	OVERTIME SALARIES	9,209.20
		TOTAL FUND 10	\$ 556,896.74

FUND 50 WATER FUND

**WATER DEPARTMENT ADMINISTRATION**

502010	5110	REGULAR SALARIES	\$ 16,858.03
502010	5111	PART TIME SALARIES	-
502010	5112	OVERTIME SALARIES	-

**WATER DEPT DISTRIBUTION**

502031	5110	REGULAR SALARIES	5,556.32
502031	5112	OVERTIME SALARIES	358.69

**WATER MAIN MAINTENANCE**

502050	5110	REGULAR SALARIES	15,698.72
502050	5111	PART TIME SALARIES	-
502050	5112	OVERTIME SALARIES	5,125.49

**WATER METER MAINTENANCE**

502054	5110	REGULAR SALARIES	9,443.20
502054	5111	PART TIME SALARIES	-
502054	5112	OVERTIME SALARIES	717.71
		TOTAL FUND 50	\$ 53,758.16

**Village of Deerfield Payroll Summary Report  
NOVEMBER 2011**

FUND 54 SEWER FUND

**SEWER ADMINISTRATION**

542010	5110	REGULAR SALARIES	\$ 12,692.40
542010	5111	PART TIME SALARIES	-
542010	5112	OVERTIME SALARIES	-

**SEWER LINE MAINTENANCE**

542031	5110	REGULAR SALARIES	12,654.90
542031	5111	PART TIME SALARIES	-
542031	5112	OVERTIME SALARIES	-

**SEWER CLEANING**

542051	5110	REGULAR SALARIES	9,956.46
542051	5111	PART TIME SALARIES	-
542051	5112	OVERTIME SALARIES	190.00

**WASTEWATER TREATMENT FACILITY**

542052	5110	REGULAR SALARIES	50,279.37
542052	5111	PART TIME SALARIES	-
542052	5112	OVERTIME SALARIES	1,173.43
TOTAL FUND 54			<u>\$ 86,946.56</u>

FUND 58 REFUSE FUND

**REFUSE LEAF COLLECTION**

582053	5110	REGULAR SALARIES	\$ 20,534.02
582053	5111	PART TIME SALARIES	7,813.50
582053	5112	OVERTIME SALARIES	9,901.64
TOTAL FUND 58			<u>38,249.16</u>

FUND 60 PARKING LOTS - RESIDENTIAL

**COMM PARK COMBINED REVENUE**

602019	5110	REGULAR SALARIES	889.45
602038	5110	REGULAR SALARIES	889.45
602038	5112	OVERTIME SALARIES	-
TOTAL FUND 60			<u>1,778.90</u>

FUND 70 GARAGE FUND

**GARAGE FUND EXPENDITURES**

702050	5110	REGULAR SALARIES	12,274.54
702050	5112	OVERTIME SALARIES	1,973.87
TOTAL FUND 70			<u>\$ 14,248.41</u>

**TOTAL ALL FUNDS \$ 751,877.93**

To the Finance Director:

The payment of the above listed accounts has been approved by the Board of Trustees at their meeting held on December 5, 2011 and you are hereby authorized to pay them from the appropriate funds.

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(Treasurer)

## Report on Finance Department Objectives – 12/05/11

During the past six months:

Successfully issued \$22.4 million in general obligation debt to fund WRF, miscellaneous Village capital projects and the first phase of the Library remodeling. Issue consisted of \$9.9 million tax exempt bonds and \$12.5 million taxable Qualified Energy Conservation Bonds. Coordinated with the Illinois Finance Authority, Village WRF engineers, Library Board, staff and financial consultant and the Village's advisers. The Village's Aaa rating was reaffirmed by Moody's Investors Service.

Concluded contract negotiations with the Police union, Illinois Council of Police. The current contract is through April 30, 2014.

Completed Police Union retroactive pay calculation. The calculation was done separately for each officer and included amounts for Fiscal Year 2010, Fiscal Year 2011 and part of Fiscal Year 2012. The total retroactive pay out was approximately \$175,000.

Completed the annual budget document for FY 11/12; submitted for review by the Government Finance Officers Association and received their award for Distinguished Budget Presentation for the document. This is the twenty-first straight year the Village budget has received this award.

Completed 10/11 Comprehensive Annual Financial Report (CAFR) and Pension Fund Financial Report. These reports were audited by Sikich, LLP and received an unqualified "clean" opinion.

Submitted the 10/11 Comprehensive Annual Financial Report to the GFOA's Certificate of Achievement for Excellence in Financial Reporting program. The Village has received this award for the past 27 years and expects to receive it again.

Other Reports Completed: Illinois Department of Insurance Police Pension report, Annual Village Financial Report for the State Comptroller's Office, and published annual Treasurer's Report in *Deerfield Review*.

Reviewed the existing file storage and identified 228 cubic feet of files that were no longer needed. Submitted a request to the State Local Records Commission for permission to discard these files and received

authorization to do so from them. The files are currently being segregated into those available for recycling or shredding. Once this process is complete, the files will be discarded.

Registered nearly 12,500 vehicles since the beginning of FY11/12 vehicle sticker renewals. This number is approximately the same as last year. Compared registered vehicle information from the Secretary of State to our vehicle sticker database. Non-compliance letters were sent out in mid August.

Processed an average of 130 receipts per day from April 2011 through September 2011.

Regularly generated over 2,300 monthly utility bills resulting in averages of 260 late notices, 40 shut off notices, and 4 shut offs from April 2011 to September 2011. The number of late notice/shutoffs are down from the prior six months and the same period last year.

Processed approximately 120 Village employees and approximately 45 Library employees per biweekly payroll. Processed approximately 25 Police Pensioners per monthly payroll. Submitted withholdings to applicable institution. Prepared and filed quarterly 941s.

Processed approximately 2,900 invoices, approximately 130 wire transfers and approximately 1,800 accounts payable checks from April 2011 through September 2011.

Provided support to Police Pension Board during a recent audit by the Illinois Department of Financial & Professional Regulations. Received the results indicating no significant deficiencies in the files or administration of the fund.

Recertified all existing pension recipients as to their continued eligibility for a police pension.

Began working with our actuary, Todd Schroeder of Lauterbach & Amen, to determine the actuarial valuation and required annual contribution (ARC) for the Police Pension Fund. New legislation allows different assumptions to be used this year. We will work with the actuary to determine the appropriate ARC for the Village and the Pension Fund.

## REQUEST FOR BOARD ACTION

Agenda Item: 11-151

**Subject** Recommendation from the Cable and Telecommunications Commission to Renew the Public Access Studio Agreement with the City of Highland Park with 2 Stations.

**Action Requested:** Approval of Recommendation

**Originated By:** Cable and Telecommunications Commission

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

### **Summary of Background and Reason for Request**

At their September 26, 2011 meeting, the Cable and Telecommunications Commission reviewed the Village's Agreement with the City of Highland Park for the use of the Public Access Studio. The Village pays the City of Highland Park an amount per cable station for access to the studio and for the City to send the Village's stations to Comcast and AT&T. The Commission discussed the value of having 3 cable stations and the cost associated with keeping the stations. The Commission felt that since two of the Village's stations have the same programming almost 24 hours per day, 7 days per week, and the fact that there is almost no original programming on Channel 10, that it did not make sense to maintain 3 stations. Additionally, only one resident was using the Public Access Studio – Oscar Adler who produced Adler's Alley. Therefore, the Commission made a recommendation to renew the Public Access Studio Agreement with the City of Highland Park for 2 stations instead of 3 stations. If the Village Board concurs with this recommendation Channel 18 would be eliminated.

The Village has reached out to the school districts and park district about use of the stations, and the school districts have indicated that they do not intend to use the stations and plan to use the internet for communication. The park district and library work with Village staff to place slides on Channel 10.

The Village's agreement with the City of Highland Park is renewed annually on a "per channel" basis. Attached is the renewal letter from the City of Highland Park. The Cable and Telecommunications Commission recommends that we renew 2 of the 3 stations and eliminate Channel 18. If we were to drop a station, we could get it back in the future; however, we would need to demonstrate that the other two stations had significant original programming/demand.

CTC Chair Paul Diambri and Jennifer Maltas will be at the meeting to answer questions.

### **Reports and Documents Attached:**

Renewal letter from the City of Highland Park  
Minutes from the September 26, 2011 CTC Meeting  
Public Access Studio Agreement

**Date Referred to Board:** December 5, 2011

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



## CITY OF HIGHLAND PARK

1707 ST. JOHNS AVENUE  
HIGHLAND PARK, ILLINOIS 60035  
(847) 432-0800

November 2, 2011

Ms. Jennifer Maltas  
Assistant to the Village Manager  
Village of Deerfield  
850 Waukegan Road  
Deerfield, IL 60015

Dear Jennifer,

The 2011 Intergovernmental Agreement Relating to the Use and Operation of the Highland Park Public Access Television Center is up for renewal as of January 1, 2012. This letter serves to inform you of the renewal. If the Village of Deerfield would like to renew the agreement for 2012, please notify the City within 60 days prior to January 1, 2012.

The annual cost share for 2012 will increase to \$3,213 per channel, up from \$3,105 in 2011. As you know, the majority of the funds for the Center go toward paying the Access Center Coordinator and Access Center Technician. Due to merit and cost-of-living, both positions will receive a 3.5% increase of their hourly rate in 2012. This increase is standard for all City part-time positions. If the Village agrees to renew the agreement, the City will send an invoice for the amount of \$9,639 by the end of 2011.

Should you have any questions, please do not hesitate to contact me at (847) 926-1004/[epalm@cityhpil.com](mailto:epalm@cityhpil.com).

Sincerely,

Emily Palm  
Assistant to the City Manager



## Highland Park Public Access Studio Budget

### CHANNELS

Highland Park, Deerfield & Winnetka Government Access Channels 10  
Deerfield Park District & Educational Access Channels 17 & 18  
Public Access Channel 19

### 2011

#### Revenues - Memberships

Deerfield:	3 Channels	x \$3,105 (\$3,000 x 1.035)	=	\$9,315
Highland Park:	2 Channels	x \$3,105	=	\$6,210
Winnetka:	1 Channel	x \$3,105	=	\$3,105
Highwood (joined June 2011):	1 Channel	x \$1,750	=	\$1,750
Total:			=	\$20,380

#### Revenues - Other

Grants/Sponsors (to date):			=	\$3,750
Total:			=	\$3,750

**REVENUE TOTAL:** = **\$24,130**

#### Expenditures - Salaries

Access Coordinator:	\$24.71/Hour	x 15 Hours/Week	x 52 Weeks	=	\$19,273
Access Technician:	\$17.11/Hour	x 20 Hours/Week	x 52 Weeks	=	\$17,794
Total:				=	\$37,067

**EXPENDITURE TOTAL:** = **\$37,067**

(FY 2011, FY 2012: City of Highland Park allocates \$1,000 in Communications Division Budget for Studio equipment repairs)

### 2012

#### Revenues – Memberships

Deerfield:	3 Channels	x \$3,213 (\$3,105 x 1.035)	=	\$9,639
Highland Park:	2 Channels	x \$3,213	=	\$6,426
Winnetka:	1 Channel	x \$3,213	=	\$3,213
Highwood:	1 Channel	x \$3,213	=	<u>\$3,213</u>
Total:			=	\$22,491

### 2012

#### Expenditures - Salaries

Access Coordinator:	\$25.94/Hour	x 15 Hours/Week	x 52 Weeks	=	\$20,233
Access Technician:	\$17.96/Hour	x 20 Hours/Week	x 52 Weeks	=	<u>\$18,678</u>
Total:				=	\$38,911

**APPROVED MEETING MINUTES  
CABLE AND TELECOMMUNICATIONS COMMISSION  
September 26, 2011**

The Cable and Telecommunications Commission met in the Executive Conference Room of the Village Hall at 7:00 p.m. on Monday, September 26, 2011. In attendance were:

Present:

Paul Diambri, Chair

Steven Robinson, Vice-Chair (arrived at 7:15)

Alan Barasky

John Chaput

Greg Lapin

Ken Urbaszewski

Bob Benton, Village Board Liaison (left 7:28, returned 7:45)

Absent:

Neil Charak

John Sanner

Also Present:

Jennifer Maltas, Assistant to the Village Manager

Frank Deuel, Comcast

Pat Krochmal, Deerfield Review

Peter Coblenz, Village Attorney

**Minutes**

A motion to approve the minutes with minor changes was made by Commissioner Urbaszewski and seconded by Commissioner Lapin. Motion passed; 5-0.

**Public Comment**

There was no one present for public comment.

**Comcast System Status**

Mr. Frank Deuel from Comcast was present to provide an update on Comcast. Mr. Deuel reviewed Comcast's new Internet Essentials program that provides reduced cost internet to families that have a child on the free hot lunch program. Comcast is working with 4,000 school districts in the U.S. to promote the program. Mr. Deuel also reported that with changes to their customer service system Comcast is receiving more positive feedback in JD Power customer service polling. It was also reported that Comcast now has a program that allows you to be notified if there are service issues in your area.

Chair Diambri asked if the Village could publicize Comcast's notification system to residents so they were aware of it. Ms. Maltas indicated that we could place information about the opportunity on the Village's website.

Chair Diambri asked Mr. Deuel to provide the Commission with Comcast's perspective on franchise negotiations. Mr. Deuel reported that Comcast's policy in Illinois is to negotiate

individual franchise agreements with municipalities and they are interested in the franchise template that Comcast negotiated with the Metropolitan Mayors Caucus.

**Public Access Studio Update**

The Commission discussed the Public Access Studio Agreement entered into with the City of Highland Park. Commissioners agreed that the agreement itself was rather simplistic but felt that due to the fact that 2 of the 3 PEG stations were rarely used it did not make sense for the Village to pay for them. Commissioner Barasky made a motion to recommend that the Village Board renew the Public Access Studio Agreement for 2 PEG channels instead of 3, assuming a cost savings, and the motion was seconded by Commissioner Robinson. Motion passed; 6-0.

**Comcast Franchise Negotiations**

Village Attorney Coblentz reviewed the regulatory environment of cable with the Commission and the many changes in both federal and state laws. It was agreed that Commission members would review the Metropolitan Mayors Caucus Template and the Village's current franchise before the next meeting and determine negotiation priorities.

**Monopole Update – Potential Park District Location**

Commissioner Lapin indicated that there is some interest from Park District Commissioners to pursue a potential Monopole at Deerspring Park. Commissioner Lapin will be approaching cell companies, on behalf of the Park District as a member of their Board, to see if there is any interest in a monopole in that location.

**Subcommittee Structure**

Commissioners agreed that potential subcommittees would be discussed at the next meeting.

**Other Business**

Chair Diambri expressed interest in a proclamation honoring Jesse Rotman's service to the Cable and Telecommunications Commission. Ms. Maltas indicated that she would work with the Commission to place this on an upcoming Village Board agenda.

**Next Meeting Date and Time**

Ms. Maltas indicated that she would email members with two dates in November and would pick the date most members are available.

**Adjournment**

The meeting was adjourned at 9:10 PM

Respectfully Submitted,  
Jennifer I. Maltas  
Assistant to the Village Manager



## CITY OF HIGHLAND PARK

1707 ST. JOHNS AVENUE  
HIGHLAND PARK, ILLINOIS 60035  
(847) 432-0800

October 13, 2010

Ms. Jennifer Maltas  
Assistant to the Village Manager  
Village of Deerfield  
850 Waukegan Road  
Deerfield, IL 60015

Dear Jennifer,

At the October 11, 2010 City Council meeting, the Intergovernmental Agreement Relating to the Use and Operation of the Highland Park Public Access Television Center was approved. Please find enclosed the agreement for the Village of Deerfield's approval along with an invoice for the total cost of \$14,763.69, which is for the one-time relocation cost and the cost of operating the Village's access channels.

Please note, that the term of the agreement is one year and is retroactive to January 1, 2010. Upon execution of this agreement, the City of Highland Park will issue a renewal notification for 2011.

Pending the Village's approval of the agreement, please sign and date one copy of the agreement, and return them directly to my attention at the address listed above. Upon execution by the City, a fully signed original will then be returned to you for your records.

Should you have any questions regarding the information contained herein, please do not hesitate to contact me directly at (847) 926-1030 or via email at [rhelm@cityhpil.com](mailto:rhelm@cityhpil.com). The City looks forward to working with you!

Sincerely,

Renee Helm  
Administrative Intern  
City of Highland Park

Enclosure: Intergovernmental Agreement Relating to the Use and Operation of the  
Highland Park Public Access Television Center  
Invoice #140349  
Highland Park Public Access Television Center Contact List



**INTERGOVERNMENTAL AGREEMENT  
RELATING TO THE USE AND OPERATION OF THE  
HIGHLAND PARK PUBLIC ACCESS TELEVISION CENTER**

THIS INTERGOVERNMENTAL AGREEMENT is entered into as of this \_\_\_ day of \_\_\_\_\_, 2010 ("*Effective Date*") by and between the **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation ("*Highland Park*"), and the City/Village of \_\_\_\_\_, an Illinois home rule municipal corporation ("*User*") (Highland Park and User are referred to collectively as the "*Parties*").

IN CONSIDERATION OF, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in the exercise of their powers and authority under the Intergovernmental Cooperation Act, 5 ILCS 220/3 *et seq.*, and the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Parties mutually agree as follows:

**Section 1: Recitals.**

A. Highland Park is the record owner of the property commonly known as the Highland Park Police Department Headquarters, located at 1677 Old Deerfield Road, Highland Park, Illinois ("*Property*").

B. Highland Park owns and operates the Highland Park Public Access Television Center ("*Center*") from the building located on the Property.

C. The User desires to use the Center, and to provide for the use of the Center by its employees and residents, for the production, editing, and broadcasting of its public meetings and programs.

D. The Parties desire to enter into the Agreement to set forth their respective rights and responsibilities regarding the use of the Center by the User and its employees and residents.

**Section 2: Use of Center.**

Highland Park shall, and does hereby agree to, make the Center available to the User and its employees and residents for the production, editing, and broadcasting of the User's public meetings and programs, in accordance with the following:

A. Access to Center.

1. Hours of Operation. The User acknowledges that the Center is available for public access only during the following times: on Mondays and Wednesdays, between 3:00 p.m. and 9:00 p.m.; on Tuesdays, between 11:30 a.m. and 9:00 p.m.; on Thursdays and Fridays, between 4:00 p.m. and 8:00 p.m.; or otherwise by appointment. Highland Park reserves the right to change the times and dates of public access in its sole discretion, upon thirty days prior written notice to the User.

2. Method of Access. The User acknowledges that access to the Center is prohibited except by use of an electronic entry card, which card may be obtained from Highland Park Police Department's ("**Department**") Dispatch Window located on the first floor of the building on the Property, upon provision of identification to Department personnel.

B. Broadcasting.

1. Broadcast Rights of User. The User shall have the exclusive right to broadcast its meetings, programs, and bulletin board messages on the User's government access channel, and a non-exclusive right to broadcast its meetings, programs, and bulletin board messages on public access channel 19 ("**Channel 19**").

2. Broadcast Rights of Employees and Residents of User. The employees and residents of the User shall have a non-exclusive right to broadcast their programs on public access channel 19.

3. Certification. No employee, resident, agent, or representative of the User shall be permitted to use the Center except upon satisfactory completion of the television production workshop provided by Highland Park and certification by Highland Park as a Certified Community Producer.

4. Reservations of Center and Airtime.

a. The User, and its employees and residents, must reserve specific dates and times to use the Center and to broadcast meetings, programs and bulletin board messages, in accordance with the procedures set forth in Exhibit A to this Agreement. Reservations shall be made by contacting the Access Center Coordinator ("**Coordinator**") at (847) 926-1751.

b. Reservations for use of the Center may be changed or cancelled only upon seven days' prior notice to the Coordinator. Reservations of airtime for broadcasting of live public meetings and programs of the User may be changed or cancelled only upon three days prior notice to the Coordinator.

5. Bulletin Board Messages. Bulletin board messages shall not exceed seven lines in length or 30 characters per line. The User shall have the sole responsibility for ensuring that all bulletin board messages are truthful and accurate.

6. Acknowledgment of Non-Exclusivity. The User acknowledges and agrees that: (a) other governmental entities enjoy a similar right to broadcast meetings and programs on Channel 19; and (b) the User and its employees and residents shall only be permitted to broadcast on Channel 19 on a first-come, first-served basis.

7. Technical Standards. All recorded meetings and programs submitted to Highland Park for broadcasting must satisfy the Center's minimum technical standards, as set forth in greater detail in Exhibit A to this Agreement. Specifically, and without limitation, the recordings must provide stable audio and video signals of sufficient quality to permit playback and viewing without severe distortion. Highland Park shall have the right, but not the obligation,

to refuse to broadcast any recorded meeting or program that does not satisfy the requirements set forth in this Section 2.B.7.

8. Additional Materials. The User is solely responsible for the provision of additional equipment or materials for production, if any, that are not provided in the Center by Highland Park.

9. Technical Problems. In the event that the User experiences technical broadcasting problems, the User shall first contact the Center at (847) 926-1751 to determine the cause of the problem, or, if the problem arises at a time that the Center is not accessible, the User shall contact the Highland Park Administrative Intern at (847) 926-1030, or the Highland Park Assistant City Manager at (847) 926-1004. Highland Park acknowledges and agrees that upon receipt of notice of a technical broadcasting problem, it shall cooperate in good faith with the User to identify and resolve the problem in a timely and efficient manner.

C. Training. Highland Park shall, and hereby agrees to, provide instruction and training to the User and its residents and employees on the proper use of the equipment in the Center and the production and broadcasting of television programs.

**Section 3: Staff.**

The User acknowledges and agrees that the Center will be managed and operated by a part-time Access Center Coordinator ("***Coordinator***") and a part-time Access Center Technician ("***Technician***"), which Coordinator and Technician shall be employees of Highland Park. The User further acknowledges and agrees that the Coordinator and Technician shall not be deemed as employees, agents, or representatives in any capacity of the User.

**Section 4: Payments.**

A. Highland Park shall pay all reasonable costs associated with the operation and maintenance of the Center.

B. Within 30 days after the Effective Date of this Agreement, the User shall pay \$5,763.69 to Highland Park for the relocation of the public, educational and government channels on which the Center broadcasts television programs, which relocation includes, without limitation, the necessary fiber install and transmission equipment.

C. Within the first 30 days of the Initial Term and of each Renewal Term (as those terms are defined in Section 6.A of this Agreement), the User shall pay to Highland Park an amount equal to \$3,000 for each channel operated from the Center during that Term ("***Annual Cost-Share***"), which Annual Cost-Share will pay for the staffing, supplies, and maintenance of equipment. Not less than 120 days prior to the expiration of each Term, Highland Park shall submit to the User a written statement of the amount of the Annual Cost-Share for the subsequent Renewal Term.

**Section 5: Maintenance.**

A. Highland Park is responsible for the establishment and maintenance of all necessary utilities for the operation of the Center, including, without limitation, telephone, Internet, electricity, and cable television.

B. Highland Park is responsible for the provision of sufficient janitorial services for the Center.

C. Highland Park is responsible for the maintenance of all equipment located within the Center in a condition of good repair. Highland Park shall have the right, but not the obligation, to purchase new equipment for the Center, or to dispose of the current equipment within the Center, in its sole and absolute discretion.

D. The User acknowledges and agrees that it shall have sole responsibility, and Highland Park shall have no responsibility whatsoever, for the maintenance of any equipment that is: (1) used in connection with the use by the User of the Center; and (2) either owned by the User, or located at any property owned by the User.

**Section 6: Term and Termination.**

A. This agreement shall be in full force and effect for a period of one year, from and after the Effective Date ("*Initial Term*"). The User shall have the right, but not the obligation, in its sole discretion, to renew this Agreement for additional one-year terms (each a "*Renewal Term*"), upon the delivery of written notice of renewal to Highland Park not less than 60 days prior to the expiration of the then-current term.

B. Early Termination. Either Party may terminate this Agreement prior to the expiration of the then-current term upon provision of 120 days advance written notice to the other Party.

C. Abandonment of Equipment and Materials. Upon the termination of this Agreement, Highland Park shall have the right, at its discretion, to remove, dispose of, retain, or reuse any equipment or materials abandoned by the User at the Center. The User shall be liable to Highland Park for all costs and expenses incurred by Highland Park in connection with the disposal of any equipment or materials abandoned by the User at the Center.

D. Survival. The rights and obligations set forth in sections 4.B, 4.C, 7, and 8 of this Agreement shall survive the termination of this Agreement.

**Section 7: Indemnification.**

A. By the User. The User shall, and does hereby agree to, indemnify and hold harmless Highland Park, and its elected and non-elected officers, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses (including attorneys' fees and administrative expenses), that may be sustained or incurred as a result of or in connection with the User's use of the Center, or with the performance of, or failure to perform, its obligations under this Agreement, whether or not due or claimed to be due in

whole or in part to the active, passive, or concurrent negligence or willful misconduct of the User, but not including lawsuits, claims, demands, damages, liabilities, losses, and expenses (including attorneys' fees and administrative expenses) sustained or incurred solely as a result of the negligence or willful misconduct of Highland Park. The User's obligations required pursuant to this Section 7.A shall survive the termination of this Agreement.

B. **By Highland Park.** Highland Park shall, and does hereby agree to, indemnify and hold harmless the User, and its elected and non-elected officers, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses (including attorneys' fees and administrative expenses), that may be sustained or incurred as a result of or in connection with (i) Highland Park's failure to broadcast the User's programs as required by this Agreement, (ii) Highland Park's failure to make any payment required pursuant to this Agreement, or (iii) any damage caused to any property owned by the User and located at the Center, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or willful misconduct of Highland Park, but not including lawsuits, claims, demands, damages, liabilities, losses, and expenses (including attorneys' fees and administrative expenses) sustained or incurred solely as a result of the negligence or willful misconduct of the User. Highland Park's obligations required pursuant to this Section 7.B shall survive the termination of this Agreement.

#### **Section 8: Enforcement; Remedies.**

A. **General.** The Parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, enforce this Agreement. The remedies available to Highland Park pursuant to this Section 8.A include, without limitation, eviction and summary dispossession proceedings. The User agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against Highland Park or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of Highland Park, on account of the negotiation, execution or breach of any of the terms and conditions of this Agreement; provided, however, that the parties acknowledge and agree that the User shall have the right, but not the obligation, to seek to recover actual monetary damages (but not indirect, consequential, special or punitive damages) from Highland Park for any injury to the property owned by the User or to the person of any authorized representative of the User, if such injury occurred as a result of or in connection with a breach by Highland Park of any of the terms and conditions of this Agreement.

B. **Prevailing Party.** In the event of a judicial proceeding brought by one Party against the other Party, the prevailing Party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial proceeding.

#### **Section 9: General Provisions.**

A. **Notices.** All notices and payments required or permitted to be given under this Agreement shall be given by the Parties by (i) personal delivery, (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon, or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 9.A. The address of either Party may be changed by written notice to the other Party. Any mailed notice



shall not knowingly permit or authorize any person or individual to use any of User's equipment located in the Center without advance written approval of the User.

**H. No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the City or the User.

**I. U.S. Anti-Terrorism Laws and Patriot Act.** The Parties represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Each Party hereby agrees to defend, indemnify, and hold harmless the other from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

**J. No Property Interest.** It is specifically agreed and understood that this Agreement is for permissive, temporary use only and that the exercise of the rights and privileges granted in this Agreement shall not operate to create or vest any property right in and to the Center, the Property, or any part thereof in the User.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**CITY OF HIGHLAND PARK**

**[USER]**

**BY:** \_\_\_\_\_  
David M. Limardi  
City Manager

**BY:** \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

**BY:** \_\_\_\_\_  
Shirley A. Fitzgerald  
City Clerk

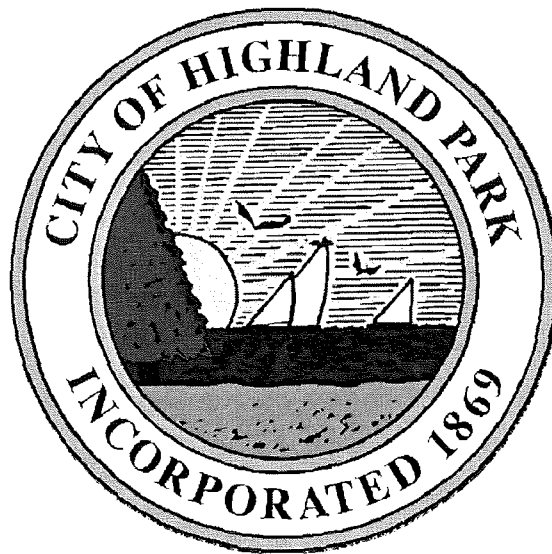
**BY:** \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT A

OPERATING RULES, REGULATIONS, AND WORKSHOP INFORMATION

# HIGHLAND PARK PUBLIC ACCESS CENTER

1677 Old Deerfield Road  
Highland Park, IL 60035  
(847) 926-1751



OPERATING RULES, REGULATIONS, AND  
WORKSHOP INFORMATION

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Revised September 1, 2010

# TABLE OF CONTENTS

Workshop.....	1
Use of Facilities and Equipment.....	1
Safety Procedures.....	2
Rules and Regulations.....	3
Access Channels.....	6
Rights and Responsibilities of the City of Highland Park.....	8
Grants, Underwriting and Sponsorship.....	9
Appendixes	
Statement of Rights and Responsibilities.....	11
Program Outline.....	12
Channel Time Request.....	13
Cablecast Request.....	15

## **I. WORKSHOP**

### **A. OVERVIEW**

The City of Highland Park will utilize its Public Access Center staff to instruct residents and other authorized community producers or users in television production techniques in a comprehensive television production workshop. The workshop will include a written manual, detailed lectures and hands-on training. Those under 18 years of age must have the permission of a parent or guardian before participating in a workshop. Certification is based on proven proficiency with all production equipment and the successful completion of a final production. Community producers must be residents of or employed within the City of Highland Park, Village of Deerfield or Village of Winnetka. Upon certification, community producers are entitled to reserve studio time for the purpose of producing community access programs only. There is a great deal of material presented during each workshop session and participants work closely together and will rely on one another during exercises and program tapings. For these reasons, **attendance at all workshop sessions is mandatory!**

### **B. CERTIFICATION**

Upon successful completion of a workshop, producers will be certified to use the Public Access Center and equipment. At the discretion of the staff, producers may be required to re-certify if the above requirement is not met. In lieu of a workshop, producers may take a proficiency exam.

### **C. ADDITIONAL TRAINING**

If a producer would like additional training or a refresher on any of the equipment, they may contact staff to arrange such.

## **II. USE OF FACILITIES AND EQUIPMENT**

### **A. OVERVIEW**

The City of Highland Park will make available local access channels to all residents and members of local groups serving the communities within the City's service area, which is the City of Highland Park, Village of Deerfield and Village of Winnetka. To encourage the use of these channels, the City of Highland Park has provided programming facilities, equipment and staff. These facilities are available on a first-come, first-served, non-discriminatory basis to producers who are residents of or employed within the City of Highland Park, Village of Deerfield or Village of Winnetka. All interested parties must adhere to the policies and procedures set forth herein.

## **B. ELIGIBILITY**

1. Access Producer's must successfully complete a training course provided by City staff and sign a consent form stating responsibility for damage or other liability arising out of a producer's use of equipment or facility (see appendix A).
2. Minor must have parents or guardians sign the consent form: 1) accepting responsibility for damage or other liability arising out of or relating to a minor's use of production equipment or facilities, and 2) consenting to and authorizing the appearance of any minors on a cablecast program (see appendix A).

## **III. SAFETY PROCEDURES**

### **A. OVERVIEW**

For the safety and security of the Highland Park Police Department, the following safety protocols set forth the terms and conditions by which authorized users shall have access to utilize the facility.

### **B. ACCESSIBILITY TO PUBLIC ACCESS CENTER**

Access Producers, Crew Members and Guests are required to sign-in at the dispatch window (Communications, which is located on the first floor, left of the main entrance) and acquire an electronic swipe card which will provide them limited access to the elevator and studio rooms, located on the lower level of the facility. When signing in, each studio user shall provide and deposit an identification card, such as a driver's license or other form of ID in exchange for the electronic swipe card. After the electronic swipe card is returned, identification card(s) will be returned to the studio user.

Please be aware that beyond the front lobby of the Police Department, the facility is off-limits to non-staff members. Accordingly, accessibility to the Public Access Center is limited. The electronic swipe will be programmed to allow a studio user to utilize the lobby elevator to go between the lower level where the Public Access Center rooms are located and the first floor lobby. The electronic swipe will also provide access to the three Public Access Center rooms (rooms B10, B13 and B14). Public washrooms for studio users are available in the first floor lobby. Studio users are prohibited from entering or attempting to gain entry to any other rooms or secure areas of the police department. Studio users may use the public conference room located on the first floor of the Police Department with prior approval from the City or Police Department. Any violation of this provision will result in the loss of any future privileges to utilize the Public Access Center.

In the unlikely event of a fire, the building's fire alarm and suppression system will be activated. Upon activation, studio users may access two separate stairwells leading from the lower level area. Studio users should utilize the nearest available stairwell to directly exit the building until the situation is resolved.

In the event of failure of the electronic key swipe system, the Communications Center will maintain a limited number of keys which will allow the Access Producer access to the three studio rooms, storage and the outside stairway door.

### **C. PARKING**

Studio users shall have the choice of utilizing either available marked spaces located in the Police Department's south parking lot or angled on-street spaces located in front of the station on Old Deerfield Road. No personal vehicles shall be parked in the north portion of the Police Department's parking lot that is designated by signs for police patrol, investigative and administrative vehicles.

## **IV. RULES AND REGULATIONS**

### **A. OVERVIEW**

The City of Highland Park reserves the right to determine whether proposed use of access equipment and facility is appropriate. There will be no charge to certified producers for the use of equipment or facility.

### **B. RESERVING STUDIO TIME AND EQUIPMENT**

To ensure that no access producer or group monopolizes the Public Access Center, and to ensure that equipment is being used to complete a program ready for cablecast on the public access channel, scheduling guidelines must be observed. The City will be flexible in scheduling usage time whenever possible, to aid in successful completion of a program.

Public Access Center hours vary daily, please contact the staff for current hours of location. Access producers may work in the facility during scheduled hours only, unless otherwise specified.

Requests for reservations of facilities and equipment can be made by certified access producers only. Requests must be made no more than 30 days and no less than 7 days in advance of production date. Requests for reservations may be made in person, by telephone or by e-mail. In order to reserve studio time, producers must provide the following:

1. A program outline or script (see appendix B)
2. A list of crew members and production guests
3. Production plans as they relate to the operation of the studio

Producers may reserve up to four (4) hours for studio production per session, with a maximum of eight (8) hours per week. Scheduled time includes the time needed to set-up or break down the set.

Due to space limitations, the studio will be available to only one group at a time. Only individuals who are directly involved in the production will be allowed in the facility during a scheduled production time slot.

Portable equipment may be checked-out for a 24-hour period during the week and a 72-hour period over the weekend. Requests for longer duration must be made at the time the reservation is placed and will be honored at staffs' discretion. Producers are allowed one piece of portable equipment at a time. Equipment not returned by the due date may result in the loss of equipment usage privileges.

Producers must test equipment at the time of checkout before leaving the building. Any problems with the equipment must be reported to staff. Producers assume full responsibility for the loss or damage to equipment while such is in their possession.

If a producer needs to cancel a reservation for equipment or the facility, they must notify staff 48 hours in advance. Repeated failure to do so may result in the loss of Public Access Center privileges. If the production crew does not arrive within 30 minutes after the start of the reserved time the staff has the right to cancel a scheduled production.

#### **D. ACCESS PRODUCER RESPONSIBILITIES**

Access producers must arrive on time for scheduled studio productions and must have the studio and control room equipment and sets put away before the end of a scheduled time period. The Public Access Center operates on a schedule to try to meet the needs of all users; therefore producers who are late are not guaranteed the use of equipment or facilities.

It is the responsibility of a producer to fill crew positions and ensure they are properly trained. City staff should not be considered to fill crew positions.

Access producers must follow appropriate procedures for handling and operating equipment and facilities, and assume full responsibility for loss or damage due to negligence or abuse during their scheduled and assigned time. Producers found to be misusing or abusing equipment may be asked to repeat training and may lose future privileges of the Public Access Center.

Access producers should not attempt to repair equipment. Producers who attempt to do so and cause damage will be charged for repair costs and will lose access center privileges. Producers should promptly report any defects or problems to City staff.

Additional materials for production beyond what the City provides must be supplied by producers and removed from the facility after production.

Food and beverages are only allowed in the reception area of the facility (Room #B10). Pursuant to City ordinance, smoking is prohibited within the facility. Anyone found to be

under the influence of drugs or alcohol, or carrying a weapon of any kind, will be removed from the facilities and will lose future privileges to utilize the Public Access Center.

Inappropriate behavior of any type will not be tolerated. Such behavior includes, but is not limited to: yelling, using profanity, abusing equipment, and abusing another individual (either physically or verbally). Engaging in inappropriate behavior will result in a loss of future privileges to utilize the Public Access Center.

Telephones and other office equipment are for the use of City staff only and may not be used by producers, without permission.

Facilities and equipment may not be used for personal profit or remuneration.

Access privileges may be rescinded for noncompliance with any operating rules and procedures outlined in this document or for any action that is deemed detrimental to community television, at the discretion of City staff.

#### **E. ACCESS PRODUCERS PRIVILEGES**

Access producers are afforded the following privileges:

Ownership rights to all original material

A minimum of one cablecast timeslot per year, in accordance with scheduling priorities

The ability to request that program master videotapes held by the City be discontinued from cablecast or erased

Permission to play or distribute the videotape, for non-profit purposes only, provided the City is given graphic credit within the videotape during each cablecast date or showing

The ability to obtain duplicates (dubs) of program masters. Videotapes for making dubs must be provided by the individual or group making the dub.

#### **F. INFRACTIONS AND DISCIPLINARY ACTION**

Any producer who violates the rules and regulations of the Public Access Center may be subject to discipline as deemed appropriate by City staff. The City generally employs the following guidelines:

1 <sup>st</sup> Violation:	Verbal warning
2 <sup>nd</sup> Violation:	Written warning
3 <sup>rd</sup> Violation:	Access privileges suspended

4<sup>th</sup> Violation: Access privileges terminated

The City reserves the right to depart from these guidelines and impose these or other sanctions at any time based on the severity of the infraction and other circumstances, as deemed appropriate.

## V. ACCESS CHANNELS

### A. ELIGIBILITY

Application for channel time on a public access channel is open to any producer who submits a request for time. Programs are scheduled on a non-discriminatory basis. Channel time is granted in the following order of priority:

1. **In-house access producers** are City staff or contractors that use the facilities to produce, shoot, or edit their programs and use air time to show their programs.
2. **Out-of-house access producers** are certified producers who use the facilities to produce, shoot, or edit programs and use air time to show their programs.
3. **Out-of-house producers** are producers who do not reside in the service area, are not certified, and do not use the facilities or equipment but do submit programs for playback.

### B. CHANNEL TIME

Channel time must be requested by the 15<sup>th</sup> day of the month prior to the intended air time. (see appendix C)

Requests for consistent time slots will be honored at the discretion of City staff, provided ample time remains available for other community programming requests and the following conditions are met:

1. The material is produced within the service area (City of Highland Park, Village of Deerfield or Village of Winnetka) by community volunteers.
2. A producer submits new material on a monthly basis

A series time slot will be allocated for new series only if the producer has completed one taped program prior to application. Except for live or series programming, time slots will generally not be scheduled until a program is completed and all information pertaining to the program is supplied to staff for scheduling.

If a series producer repeatedly fails to have a program ready in time for scheduled playback, that time slot may be forfeited.

If scheduling allows, a taped program may be repeated two times during any weekly period, for a total of eight cablecasts per month. First-run programs have priority over re-

runs in scheduling. Programs previously cablecast on the system may be re-run, upon request, no more than four times within a given year.

Time slots for a program series are not permanent or guaranteed and may be interrupted or changed from time to time to accommodate other producers.

### **C. PROHIBITION AND CLEARANCES**

The City shall not exercise editorial control over program content, except that which is required by law with regard to obscenity and illegal activity. Producers are responsible for ensuring their program meets FCC rules and regulations and all applicable copyright laws. The City reserves the right to schedule programs deemed inappropriate for children in a timeslot of its choosing. The following material content is prohibited:

1. Material which constitutes libel, slander, invasions of privacy or publicity rights, or which might violate any other local, state or federal law.
2. Material that creates the immediate danger of damage to property or injury to persons; the substantial obstruction of law enforcement or other governmental functions or services; the deprivation of any person by threat, threat of force or physical action of a legal right or the disturbance of any person in the enjoyment of a legal right; or the creation of a public nuisance.
3. The direct or indirect presentation of lotteries or lottery information, except for announcements pertaining to state sponsored lotteries.

### **D. CREDITS, DISCLAIMERS, AND LABELING OF SENSITIVE MATERIAL**

The City reserves the right to include any of the following notices at the end of any program:

1. "The views expressed on the following (or preceding) program are those of the individual producer and do not necessarily reflect those of the City of Highland Park. The City of Highland Park is not responsible for the production or quality of the tape being cablecast."
2. "The preceding program was made possible through the community television facilities owned and operated by the City of Highland Park."
3. "The following program may contain sensitive material. Viewer discretion is advised."

### **G. CABLECASTING PROCEDURES**

Tapes scheduled for cablecast must be submitted at least five days prior to the scheduled playback. The videotape must be clearly labeled with the following information on the spine of the tape: (see appendix C)

1. Title of program

2. Cablecast dates
3. Producer's name and phone number
4. Length of program
5. In-cue and out-cue

Tapes submitted for cablecast must be prepared following the standard format outlined below:

1. 30-seconds of color bars
2. 30-seconds of black
3. 10-second countdown
4. 30-second disclaimers
5. Program content
6. Appropriate production credits
7. 60-seconds of black

Videotapes that are the property of a producer must be picked up within two (2) weeks of the final cablecast. After two (2) weeks, the City assumes no responsibility for the return and/or safekeeping of any videotapes.

Programs that are taped outside the Highland Park Public Access Center will be pre-screened and will not be cablecast without full disclosure of content.

#### **H. TECHNICAL STANDARDS**

All programs submitted for playback are required to meet minimum technical standards for cablecast. Audio and video signals must be stable and of a quality as to permit playback and viewing without severe distortion. The City reserves the right to refuse a request for playback if these standards are not met.

### **VI. RIGHTS & RESPONSIBILITIES OF THE CITY OF HIGHLAND PARK**

#### **A. WAIVERS**

The City reserves the right to unilaterally waive or modify any self-imposed regulation when that waiver or modification is judged by the City to be in the public interest, or necessary for the efficient operation and management of the public access system.

#### **B. VIOLATIONS**

Any community producer found in violation of the City's access rules, regulations and operating procedures may be denied future use of the equipment and/or facility.

**C. MAINTENANCE**

The City will endeavor to maintain all equipment in good working order. Equipment that experiences technical failure will be repaired as quickly as possible. If the equipment can no longer be repaired, replacements will be purchased, as funding permits.

**D. PUBLIC INSPECTION**

The City will maintain a file of all access requests, for both equipment and playback. The file shall include the name and address of the individual making a request. The file will be available for inspection during normal business hours.

**E. MISUSE OF ACCESS FACILITY**

The City's training workshops, facilities and equipment are intended solely for the expression of views and ideas of those members of the community who have completed a workshop and have been certified in the use of facilities and equipment under the rules, regulations and procedures outlined herein. Access workshops, facilities, and equipment may not be used for commercial ventures of any kind. Furthermore, it should be understood that the use of access equipment and facilities is for not-for-profit purposes only. Violators will face loss of all future access privileges and may be charged for commercial leased access use.

**F. REPRESENTATION**

Access producers are not to identify themselves as an employee or representative of the City of Highland Park at any time. Anyone misrepresenting their affiliation with the City will cause the immediate termination of their access privileges.

**G. RIGHT OF REFUSAL**

The City reserves the right to refuse the use of equipment or facilities to any person who appears to be under the influence of drugs or alcohol or otherwise appears not to be in full control of their faculties. The City also reserves the right of refusal to any person not complying with the rules and procedures set forth in this document.

**H. COPYRIGHT**

Access producers must obtain, in writing, and produce upon request, all necessary approvals, clearances, and licenses for the use of any material submitted for cablecast.

**VII. GRANTS, UNDERWRITING AND SPONSORSHIP**

**A. UNDERWRITING**

Underwriting for programs must be for goods and services or in kind contributions that aid in developing and improving the program. Credit for underwriting must be similar to the following:

“Goods and services used in the production of this program were contributed by (company name).”

Credits may be shown before and after a program and can be displayed at periodic intervals during the program. All programs must include the City's credit.

Public Access Center staff must be notified, at the time a program proposal is submitted, that a program will be underwritten. Failure to notify staff may result in a delay or cancellation of the cablecast.

Any individual or group submitting a proposal for grant funding for a project involving use of the community access facilities must obtain prior written approval from the Public Access Center staff.

**B. PERSONAL PROFIT AND COMMERCIAL USE**

Access producers may not use any part of the program for personal profit or gain. Access producers found to be using the facilities or equipment for personal profit or gain may lose future privileges to utilize the Public Access Center.

Commercial use of the public access station is not permitted, in accordance with federal law and FCC policies.

# Appendix A

## City of Highland Park Statement of Rights and Responsibilities

I, \_\_\_\_\_, have read and agree to abide by all the Highland Park Public Access Center Operating Rules and Regulations. I am aware of my rights and responsibilities and agree to use the facilities in the manner called for by the Operating Rules and Regulations.

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

For individuals under 18 years of age, a parent or guardian must sign below as the legally responsible party:

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

# Appendix B

## Program Outline

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

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

Production Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Primary Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Production Crew (your crew must have required certification):

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

Production Guests:

1. \_\_\_\_\_

2. \_\_\_\_\_

The submitter has read and agrees to abide by all the Public Access Center Operating Rules and Regulations pertaining to productions and has signed the Statement of Rights and Responsibilities
--

Signature of Submitter: \_\_\_\_\_

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

# Appendix C

## Channel Time Request

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

Show Number: \_\_\_\_\_ Total Running Time: \_\_\_\_\_ hrs. \_\_\_\_\_ min. \_\_\_\_\_ sec.

Production Description: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Primary Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Access Channel \_\_\_\_\_ Channel 10 \_\_\_\_\_ Channel 19

Is this the first cablecast of this program? \_\_\_\_\_ Yes \_\_\_\_\_ No

Program Category Information:

\_\_\_\_\_ Not Timely \_\_\_\_\_ Timely and SHOULD NOT be aired after the date of \_\_\_\_\_

\_\_\_\_\_ Suitable for General Audiences \_\_\_\_\_ Contains Adult Language and/or Situations

Preferred Channel Times:

First Choice

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

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

Time: \_\_\_\_\_

Time: \_\_\_\_\_

Or Check One

Or Check One

\_\_\_ Early Evening

\_\_\_ Early Evening

\_\_\_ Late Evening

\_\_\_ Late Evening

\_\_\_ Weekend

\_\_\_ Weekend

**The actual channel times will be based on availability, prioritized by the order in which the forms were received.**

The submitter has read and agrees to abide by all the Public Access Center Operating Rules and Regulations pertaining to productions and has signed the Statement of Rights and Responsibilities

Signature of Submitter \_\_\_\_\_

Date \_\_\_\_\_

# Appendix D

## Cablecast Request

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

Show Number: \_\_\_\_\_ Total Running Time: \_\_\_\_\_ hrs. \_\_\_\_\_ min. \_\_\_\_\_ sec.

Production Description: \_\_\_\_\_

\_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Primary Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Access Channel: \_\_\_\_\_ Channel 10 \_\_\_\_\_ Channel 19

Is this the first showing of this program? \_\_\_\_\_ Yes \_\_\_\_\_ No

Will the program be a single program or series? \_\_\_\_\_ Single \_\_\_\_\_ Series

If Series: How often will it be submitted? \_\_\_\_\_ Weekly \_\_\_\_\_ Bi-Weekly \_\_\_\_\_ Monthly

Program Category Information:

\_\_\_\_\_ Not Timely \_\_\_\_\_ Timely and SHOULD NOT be aired after the date of \_\_\_\_\_

\_\_\_\_\_ Suitable for General Audiences \_\_\_\_\_ Contains Adult Language and/or Situations

Preferred Channel Times:

First Choice

Second Choice

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

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

Time: \_\_\_\_\_

Time: \_\_\_\_\_

Or Check One

Or Check One

\_\_\_ Early Evening

\_\_\_ Early Evening

\_\_\_ Late Evening

\_\_\_ Late Evening

\_\_\_ Weekend

\_\_\_ Weekend

**The actual channel times will be based on availability, prioritized by the order in which the forms were received.**

The submitter has read and agrees to abide by all the Public Access Center Operating Rules and Regulations pertaining to productions and has signed the Statement of Rights and Responsibilities
--

Signature of Submitter: \_\_\_\_\_

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

**REQUEST FOR BOARD ACTION**

**Agenda Item:** 11-149-1

**Subject** Ordinance Reducing the Number of Members on the Sustainability Commission from 10 to 9

**Action Requested:** Approval of Ordinance

**Originated By:** Sustainability Commission

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

**Summary of Background and Reason for Request**

**Reports and Documents Attached:**

Ordinance

**Date Referred to Board:** December 5, 2011

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

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

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**ORDINANCE NO. 11-**

**AN ORDINANCE AMENDING ARTICLE 12 (SPECIAL PURPOSE  
BOARDS AND COMMISSIONS) OF CHAPTER 2 (ADMINISTRATION)  
OF THE MUNICIPAL CODE OF THE VILLAGE OF DEERFIELD  
TO ESTABLISH THE NUMBER OF SUSTAINABILITY COMMISSION MEMBERS**

---

**PASSED AND APPROVED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF DEERFIELD, LAKE  
AND COOK COUNTIES, ILLINOIS, this**

\_\_\_\_\_ day of \_\_\_\_\_, 2011.

**Published in pamphlet form  
by authority of the President  
and Board of Trustees of the  
Village of Deerfield, Lake and  
Cook Counties, Illinois, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2011.**

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

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**ORDINANCE NO.   O-11-**

**AN ORDINANCE AMENDING ARTICLE 12 (SPECIAL PURPOSE  
BOARDS AND COMMISSIONS) OF CHAPTER 2 (ADMINISTRATION)  
OF THE MUNICIPAL CODE OF THE VILLAGE OF DEERFIELD  
TO ESTABLISH THE NUMBER OF SUSTAINABILITY COMMISSION MEMBERS**

---

**WHEREAS**, the Sustainability Commission has been meeting for approximately two years;  
and,

**WHEREAS**, the number of members on the Commission is creating a problem where quorums cannot be obtained in order to hold meetings and conduct business;

NOW, THEREFORE, BE IT ORDAINED 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 Section 2-156 (Establishment; Number Of Members) of Article 12 (Special Purpose Board and Commissions) of Chapter 2 (Administration) of the Municipal Code of the Village of Deerfield, as amended, be and the same is hereby further amended to read as follows (additions are indicated by underscoring and deletions are indicated by ~~striketrough~~ markings):

**Sec. 2-156. Establishment; Number of Members:**

There are hereby established the following special purpose boards and commissions within the village:

- Appearance review commission - 5 members
- Community relations commission - 7 members
- Deerfield cable and telecommunications commission - 9 members
- Deerfield cemetery commission - 3 members
- Family Days commission - 9 members

Fine arts commission - 7 members  
Manpower commission - 5 members  
Safety commission - 7 members  
Sustainability commission - ~~10~~ 9 members  
Village center district development and redevelopment commission - 9 members

**SECTION 4:** That this Ordinance, and each of its terms, shall be the effective legislative act of a home rule municipality without regard to whether such Ordinance 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 Ordinance should be inconsistent with any non-preemptive state law, this Ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 5:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this \_\_\_ day of \_\_\_\_\_, 2011.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

ATTEST:

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

**REQUEST FOR BOARD ACTION**

11-146-1

**Agenda Item:** \_\_\_\_\_

**Subject:** The Police Department is seeking approval of an ordinance amending Chapter 5,  
\_\_\_\_\_  
Animals, of the Deerfield Municipal Code.  
\_\_\_\_\_  
\_\_\_\_\_

**Action Requested:** \_\_\_\_\_  
Second Reading

Police Department

**Originated By:** \_\_\_\_\_

Mayor and Board of Trustees

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

**Summary of Background and Reason for Request**

**Reports and Documents Attached:**

Ordinance

12/5/2011

**Date Referred to Board:** \_\_\_\_\_

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

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

---

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 5 ("ANIMALS")  
OF THE MUNICIPAL CODE OF THE VILLAGE OF DEERFIELD**

---

**PASSED AND APPROVED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF DEERFIELD, LAKE  
AND COOK COUNTIES, ILLINOIS, this**

**\_\_\_\_\_ day of \_\_\_\_\_, 2011.**

**Published in pamphlet form  
by authority of the President  
and Board of Trustees of the  
Village of Deerfield, Lake and  
Cook Counties, Illinois, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2011.**

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

---

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 5 (“ANIMALS”)  
OF THE MUNICIPAL CODE OF THE VILLAGE OF DEERFIELD**

---

**WHEREAS**, the Village of Deerfield is a home rule unit of local government under the provisions of Article 7, Section 6 of the Illinois Constitution; and

**WHEREAS**, except as limited by Article 7, Section 6 of the Illinois Constitution, the Village as a home rule unit of local government has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to regulating for the protection of public health, safety and welfare; and

**WHEREAS**, Chapter 5 of the Municipal Code of the Village of Deerfield, as amended, regulates the conduct of animals and pet owners within the Village of Deerfield and makes it unlawful for persons to keep or maintain vicious animals within the Village except under strict control of the owner; and,

**WHEREAS**, the Village’s Chief of Police has recommended that Chapter 5 be amended as provided herein to further regulate the ownership, possession, restraint and confinement of dangerous or vicious animals, and to authorize the impoundment and disposition of any vicious animal that is not maintained in accordance with the requirements of Chapter 5 of the Deerfield Municipal Code; and,

**WHEREAS**, the corporate authorities of the Village of Deerfield have determined that it is in the interests of public health, safety and welfare to amend Chapter 5 of the Municipal Code of the Village of Deerfield as recommended by the Chief of Police;

NOW, THEREFORE, BE IT ORDAINED 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 Section 5-1 (“Definitions”) of Chapter 5 (“Animals”) of the Municipal Code of the Village of Deerfield, as amended, be further amended to read as follows:

**Sec. 5-1. Definitions:**

(a) As used in this Chapter, unless the context otherwise requires, the following words and phrases shall have the following meanings:

(1) “*Animal*” any and all types of animals, both domesticated and wild, male and female.

(2) “*At Large*” means off the premises of the owner or custodian of the animal and not under the immediate control of the owner or custodian.

(3) “*Bitten*” means has been seized with the teeth or jaws so that the person or animal seized has been nipped, gripped, wounded, or pierced, and further includes contact of saliva with any break or abrasion of the skin.

(4) “*Dangerous Animal*” means an animal that is (i) unmuzzled, unleashed or unattended by its owner or custodian, and (ii) that is anywhere other than upon the property of the owner or custodian of the animal, and (iii) that behaves in manner that a reasonable person would believe poses a serious and unjustified imminent threat of serious physical injury or death to a person or a companion animal. “*Dangerous Animal*” also means an animal that, without justification, has bitten a person or domestic animal without causing serious physical injury. A dog shall not be considered a dangerous animal if the conduct of the dog was justified because: (i) the threat or injury was inflicted by the dog on a person in response to a crime or offense being committed by such person, in the presence of the dog, upon the owner or custodian of the dog, or in response to a willful trespass of other tort being committed upon the premises of property owned or occupied by the owner of the dog; (ii) the person injured or threatened by the dog was abusing,

assaulting or physically threatening the dog or its offspring; or (iii) the dog was responding to pain or injury, or was acting to protect itself, its offspring, or its owner, custodian or a household member.

(5) “*Dog*” means all members of the family Canidae, either male or female.

(6) “*Dog License*” means a license and registration tag required to be issued annually for each individual dog.

(7) “*Keep or Harbor*” means to own, maintain, possess, control or use an animal.

(8) “*Impound*” means taking an animal into the custody of a pound.

(9) “*Owner*” means any person owning, controlling, keeping or harboring a dog or other animal.

(10) “*Pound*” means an establishment approved for the custody, confinement or dispatch of dogs or other animals seized either under the provisions of this Chapter or otherwise.

(11) “*Serious Physical Injury*” means a physical injury that creates a substantial risk of death or that causes death, serious disfigurement, protracted impairment of health, impairment of the function of any bodily organ, or a need for plastic surgery.

(12) “*Vicious*” means the propensity to do any act that might endanger the safety of any person or property of another, including, but not limited to, a disposition to mischief or fierceness as might lead to attack on human beings, other animals on public or private property without provocation, whether in play, anger or outbreak of untrained nature.

(13) “*Vicious Animal*” means:

- a. Any animal which has, without justification, bitten a person or domestic animal without causing serious physical injury, and which has previously behaved in a manner that the owner or person who harbors the animal knew or should reasonably have known that the animal is possessed of tendencies to attack or bite persons or domestic animals without provocation.
- b. Any animal which has, without justification, bitten a person or domestic animal without causing serious physical injury, and which has previously been determined to be a dangerous animal.
- c. Any animal that has been found to be a dangerous animal upon 3 separate occasions.

d. Any animal that, without justification, attacks a person and causes serious physical injury.

e. A dog shall not be considered a vicious animal under subparagraphs (13)a, (13)b or (13)d hereof if the biting or attacking conduct of the dog was justified because: (i) the biting injury or attacking conduct was inflicted by the dog on a person in response to a crime or offense being committed by such person, in the presence of the dog, upon the owner or custodian of the dog, or in response to a willful trespass of other tort being committed upon the premises of property owned or occupied by the owner of the dog; (ii) the person injured or threatened by the dog was abusing, assaulting or physically threatening the dog or its offspring; or (iii) the dog was responding to pain or injury, or was acting to protect itself, its offspring, or its owner, custodian or a household member.

**SECTION 2:** That Section 5-20 of Chapter 5 (“Animals”) of the Municipal Code of the Village of Deerfield, as amended, be and the same is hereby further amended to read as follows:

**Sec. 5-20. Dangerous Animals; Determinations; Public Nuisance.**

(a) It is unlawful for any person being the owner, custodian or keeper of a dangerous animal, as defined in this Chapter, to knowingly or carelessly permit any dangerous animal to leave the property of the owner or custodian of the animal while unmuzzled, unleashed or unattended and under the control of its owner, custodian or keeper.

(b) When beyond the premises of its keeper or owner, the animal must be muzzled and restrained by a non-retractable leash no longer than six feet, and under the constant physical restraint of the owner or keeper.

(c) Any dog which runs at large as set forth in Section 5-19 is hereby declared to be a public nuisance and such dog shall be apprehended and impounded if found running at large by any police officer, animal warden or other person charged with the enforcement of this Article.

(d) Any owner or keeper of a nuisance dog or a dangerous animal shall be deemed guilty of a violation of this Section. In addition to any penalties imposed for such violation, the owner or keeper of such a nuisance dog or dangerous animal shall pay all costs incurred for impounding the dog or dangerous animal.

**SECTION 3:** That Section 5-21 of Chapter 5 (“Animals”) of the Municipal Code of the Village of Deerfield, as amended, be and the same is hereby further amended to read as follows:

**Sec. 5-21. Vicious dogs; procedure for removal.**

(a) No person shall keep or otherwise maintain within the Village any dog which is considered to be a vicious animal.

(b) Upon conviction of any person for a violation of this Section, he shall, subject to the provisions of Section 5-22, remove such dog from the Village within twenty four (24) hours thereafter or within twenty four (24) hours after the period of observation for rabies has expired, if applicable.

(c) Every day that such person fails to remove such dog shall constitute a separate offense.

(d) If such person fails to comply, then, upon twenty four (24) hours' written notice to the owner, such dog shall be apprehended and removed from the Village by the person charged with the enforcement of this Article.

(e) If a vicious animal is kept in non-compliance with this section, or if immediate impoundment is otherwise necessary for the protection of the public health or safety, the Chief of Police or other person acting on behalf of the Village may immediately order the animal impounded. The impoundment may continue, at the discretion of the Chief of Police, through any subsequent investigation of the Police Department and until any subsequent determination of a court or hearing officer designated under this Chapter.

(f) The owner, keeper or custodian of an animal impounded pursuant to this section shall be notified of the impoundment by certified mail or personal service within two business days of the impoundment.

(g) As provided under Section 15 of the Illinois Animal Control Act, 510 ILCS 5/15, but without limiting the authority set forth in this Chapter, the court has the authority to enter a decree restraining the owner of a vicious animal from maintaining such animal within the corporate limits of the Village as a public nuisance and may further decree that such animal be humanely dispatched.

**SECTION 5:** That this Ordinance, and each of its terms, shall be the effective legislative act of a home rule municipality without regard to whether such Ordinance 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 Ordinance

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

**SECTION 6:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

---

Village President

ATTEST:

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Village Clerk

TO: Kent Street, Village Manager  
FROM: Robert Fialkowski, Director of Finance  
DATE: November 16, 2011  
SUBJECT: 2011 Property Tax Levy and Abatement



It is time to consider the adoption of an ordinance levying property taxes for tax year 2011. The amount of the Village levy was determined in the approved FY 2011/12 budget and adjusted by the recent bond issuance. The total levy, as indicated in the budget, required by bond ordinances, and requested and approved by the Library, is \$10,303,236. This is the pre-abatement number. The breakdown of the levy is indicated in the column marked "2011 Levy Budget" in Exhibit A.

The accumulated increases amount to a proposed total levy increase from 2010 that is greater than 5% -- it is therefore necessary to hold a Truth in Taxation hearing prior to approval of this levy. The hearing notice was published in the November 24, 2011 edition of the Deerfield Review and scheduled for the Board meeting on December 5, 2011.

There are no increases for the levies dedicated to the two operating funds (GF and Refuse) and the infrastructure fund. Also contemplated in the budget and continuing past practice is to abate the debt service levy for the 2003 issue using alternate revenues (water fund revenue) available to the Village. The scheduled abatements from the Water Fund and federal reimbursement (BAB and QECB) are shown in summary in Exhibit A and in detail in Exhibit C. Those abatements total \$1,073,066 and bring the total Village levy to \$5,264,098 which is a 47% increase over the 2010 extended levy.

As was also discussed during the budget, depending on the end of the year results for FY 2010/11 and the operating results year to date for the FY 2011/12 budget, additional abatements could be considered for the 2008, 2010 and/or 2011 issues. As a reminder, the Village abated \$701,602 of the 2010 levy debt service requirements using General Fund (GF) reserves. The actual payment of that abatement will occur in this current fiscal year due to the debt service schedule.

The Village ended FY 10/11 with a net addition of \$1.04 million to the GF fund balance. The current year is tracking slightly better than projected in both revenues and expenditures in the GF. If the year ends this way, the GF will be approximately \$500,000 in the black. But, it also appears that the Water and Sewer Funds continue to operate at a deficit although these should be reduced from the FY 10/11 results.

If the Board wishes to consider an additional abatement of the 2011 levy for debt service, that payment will take place in FY 2012/13. However, there are a few considerations to review prior deciding on any additional abatement:

1. The Village will be issuing additional debt in 2012 for the WRF. There is approximately \$12 million left in construction and engineering costs that have not been funded by previous debt issuance. Due to the restrictions of the recent QECB issue, these new, unrestricted funds will be required earlier in the calendar year. That could result in an additional 2011 levy to fund the 2012 series debt service payments in calendar 2012.

2. The Village has sufficient non-WRF IRF funds on hand to accomplish most of the projects currently underway. However, there continues to be plans to bring large scale projects to the FY 12/13 budget for which additional funding will be needed. There is no current source for this funding.
3. As we get into very early budget planning for FY 12/13, it looks like the GF could absorb up to \$2 million in transfers to the IRF to fund some of the projects discussed in #2. However, this would not be the case if there is a large scale transfer in FY 12/13 from the GF to the debt service fund to allow for an abatement of the 2011 levy.
4. If the GF reserves were used to fund an abatement of the 2011 levy and the Board wished to pursue a high level capital program in FY 12/13 then a new source of funding which would likely be new debt would be needed in calendar 2012. This would be in addition to the \$12 million for WRF expenses. It is possible that issuance of all of this debt could be split between calendar 2012 and 2013 to enable use of the bank qualification exemption but this would entail the risk of higher interest rates and issuance costs for the split issues.
5. The Library still needs approximately \$5.9 million in new debt to complete their project which will count against our bank qualified limit when issued.

Exhibit D shows the projected levies for the ensuing three years. These levies include the additional \$12 million of WRF debt and small increases in the operating funds' levies, but no additional non-WRF CIP debt. Exhibit E shows the effect of the proposed 2011 levy and the ensuing projected levies on our typical \$500k house.

None of the above discussion includes any of the Library levy issues. However, the Library structured its initial debt offering to allow it to show relatively stable debt service levies over a 20 year period, starting with the 2011 levy. Therefore, their levy will not dramatically increase as a result of their second phase of debt issuance. The projected levies for the Library in Exh. D include their debt service.

The ordinances adopting the levy and abating the levy for the 2003 bond issue are attached. I recommend you seek Board approval of them.

***Village of Deerfield - Exhibit A***  
***2011 Property Tax Levy with comparison to 2010***

Fund Purpose	2010 Levy Extended	2011 Levy Budget	2011 Abatements (Reduction)	2011 Net Levy	Percent Change (10 → 11)	Dollar Change (10 → 11)
General Fund	\$2,140,000	\$2,140,000	\$0	\$2,140,000	0.00%	\$0
Scavenger Fund	883,428	883,428	0	883,428	0.00%	0
Infrastructure	45,000	45,000	0	45,000	0.00%	0
Debt Service Fund	502,484	3,268,736	1,073,066	2,195,670	336.96%	1,693,186
<b>Total Village Levies</b>	<b>3,570,912</b>	<b>6,337,164</b>	<b>1,073,066</b>	<b>5,264,098</b>	<b>47.42%</b>	<b>1,693,186</b>
Library	3,050,000	3,202,500	0	3,202,500	5.00%	152,500
Library Debt Service	0	763,572	0	763,572	N/A	763,572
<b>Total</b>	<b>6,620,912</b>	<b>10,303,236</b>	<b>1,073,066</b>	<b>9,230,170</b>	<b>39.41%</b>	<b>2,609,258</b>

10/25/2011

## Exhibit B

### 2011 Property Tax Levy with Five Year Comparison

Fund	2007	2008	2009	2010	Proposed 2011
General	1,984,950	1,984,950	1,984,950	2,140,000	2,140,000
Scavenger	808,950	808,950	841,360	883,428	883,428
Infrastructure	45,000	45,000	45,000	45,000	45,000
Debt Service (net)	0	0	155,000	502,484	2,195,670
<b>Total Village</b>	<b>2,838,900</b>	<b>2,838,900</b>	<b>3,026,310</b>	<b>3,570,912</b>	<b>5,264,098</b>
<b>Library</b>	<b>2,625,000</b>	<b>2,756,250</b>	<b>2,903,250</b>	<b>3,050,000</b>	<b>3,966,072</b>
<b>Combined Levy</b>	<b>5,463,900</b>	<b>5,595,150</b>	<b>5,929,560</b>	<b>6,620,912</b>	<b>9,230,170</b>
<b>Tax Rate History</b>					
EAV	1,534,804,968	1,577,953,846	1,586,409,629	1,501,605,590	1,500,000,000
Tax Rate( per \$100)					(est)
Village (blended)	<b>0.185</b>	<b>0.180</b>	<b>0.191</b>	<b>0.238</b>	<b>0.351</b>
Library (blended)	0.171	0.175	0.183	0.203	0.264
Combined	0.356	0.355	0.374	0.441	0.615

2009 EAV includes new EAV from TIF #2.

10/25/2011

### **Exhibit C - Abatement Analysis - Debt Service - 2011 Levy**

	Refunding (1997) Water Improvement 2003*	Corporate Purpose 2008	Corporate Purpose 2010	Corporate Purpose 2011A (Village)	WRF QECB 2011B	Total
Debt Service Levies	\$481,275	\$365,600	\$1,004,803	\$130,947	\$1,286,111	\$3,268,736
Abate from:						
Water Fund	481,275					481,275
General Fund						0
BAB Rebate			162,681			162,681
QECB Rebate					429,110	429,110
<b>Total Abatement</b>	<b>481,275</b>	<b>0</b>	<b>162,681</b>	<b>0</b>	<b>429,110</b>	<b>1,073,066</b>
<b>Net Levy</b>	<b>\$0</b>	<b>\$365,600</b>	<b>\$842,122</b>	<b>\$130,947</b>	<b>\$857,001</b>	<b>\$2,195,670</b>

\* Final levy for this issue

10/25/2011

## Exhibit D

### 2010 Property Tax Levy with Three Year Projection

Fund	2010	Proposed 2011	Projected 2012	Projected 2013	Projected 2014
General	2,140,000	2,140,000	2,225,600	2,314,624	2,407,209
Scavenger	883,428	883,428	918,765	955,516	993,736
Infrastructure	45,000	45,000	45,000	45,000	45,000
Debt Service (net)	502,484	2,195,670	3,150,000	3,150,000	3,150,000
<b>Total Village</b>	<b>3,570,912</b>	<b>5,264,098</b>	<b>6,339,365</b>	<b>6,465,140</b>	<b>6,595,945</b>
<b>Library</b>	<b>3,050,000</b>	<b>3,966,072</b>	<b>4,164,376</b>	<b>4,330,951</b>	<b>4,504,189</b>
<b>Combined Levy</b>	<b>6,620,912</b>	<b>9,230,170</b>	<b>10,503,741</b>	<b>10,796,090</b>	<b>11,100,134</b>
<b>Tax Rate History</b>					
EAV	1,501,605,590	1,500,000,000	1,530,000,000	1,575,900,000	1,623,177,000
Tax Rate( per \$100)		(est)	(est)	(est)	(est)
Village	<b>0.238</b>	<b>0.351</b>	<b>0.414</b>	<b>0.410</b>	<b>0.406</b>
Library	0.203	0.264	0.272	0.275	0.277
Combined	0.441	0.615	0.687	0.685	0.684

Assumes 4% annual increase in GF and Refuse levies in 2012 and beyond.

Assumes \$12 million additional bonds in 2012 with initial levy in 2012 tax.

11/8/2011

**Exhibit E**  
Effect on a Median Priced House  
(\$500,000 market in 2008)  
Village-Only Tax Levy

2010 Village Tax	\$396.34
2011 Village Tax	\$584.90
2012 Village Tax	\$690.56
2013 Village Tax	\$690.59
2014 Village Tax	\$684.04

11/8/2011

ORDINANCE O-11-

**AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES FOR THE CURRENT FISCAL YEAR, COMMENCING ON THE FIRST DAY OF MAY, 2011, AND ENDING ON THE THIRTIETH DAY OF APRIL, 2012, FOR THE VILLAGE OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS**

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Deerfield, Lake and Cook Counties, Illinois, that:

SECTION 1. A tax for the following sums of money, or as much thereof as may be authorized by law, to defray all expenses and liabilities of the Village, be and the same is hereby levied for the purposes specified against all taxable property in the Village for the fiscal year commencing on the first day of May, 2011, and ending on the thirtieth day of April, 2012.

<u>GENERAL CORPORATE FUND</u>	<u>BUDGETED AMOUNT</u>	<u>LEVY AMOUNT</u>
<u>ADMINISTRATIVE DEPARTMENT</u>		
(Org. 101111, 101210, 101330, 102110)		
Personnel Services	\$2,973,560	0
Other Services	27,500	0
Contractual Services	2,705,434	0
Commodities	95,150	0
Capital Outlay	69,350	0
Transfers Out	758,134	0
<b>ADMINISTRATIVE DEPARTMENT TOTAL</b>	<b>6,629,128</b>	<b>0</b>
 <u>POLICE DEPARTMENT</u>		
Personnel Services	7,912,647	\$2,140,000
Other Services	61,450	0
Contractual Services	760,000	0
Commodities	161,000	0
Capital Outlay	38,550	0
Transfers Out	133,345	0
<b>POLICE DEPARTMENT TOTAL</b>	<b>9,066,992</b>	<b>2,140,000</b>
 <u>STREET DIVISION – PUBLIC WORKS</u>		
Personnel Services	1,216,950	0
Other Services	1,400	0
Contractual Services	725,100	0
Commodities	530,250	0
Capital Outlay	65,250	0
Transfers Out	155,835	0
<b>STREET DIVISION TOTAL</b>	<b>2,694,785</b>	<b>0</b>
 <b>TOTAL GENERAL CORPORATE FUND</b>	 <b>18,390,905</b>	 <b>2,140,000</b>
 <u>WATER FUND</u>		
<u>WATER DIVISION – PUBLIC WORKS</u>		
Personnel Services	1,040,635	0
Other Services	2,000	0
Contractual Services	323,239	0
Commodities	2,278,500	0
Capital Outlay/Debt Service	759,603	0
<b>TOTAL WATER FUND</b>	<b>4,403,977</b>	<b>0</b>

<u>SEWER FUND</u>	<u>BUDGETED AMOUNT</u>	<u>LEVY AMOUNT</u>
SEWER DIVISION – PUBLIC WORKS		
Personnel Services	1,825,085	0
Other Services	7,500	0
Contractual Services	559,650	0
Commodities	469,700	0
Capital Outlay	89,974	0
TOTAL SEWER FUND	2,951,909	0
<u>GARAGE FUND</u>		
GARAGE DIVISION – PUBLIC WORKS		
Personnel Services	233,950	0
Other Services	1,000	0
Contractual Services	32,600	0
Commodities	117,400	0
Capital Outlay	8,175	0
TOTAL GARAGE FUND	393,125	0
<u>ENHANCED 911 FUND</u>		
Other Services	0	0
Contractual	115,600	0
Commodities	58,000	0
Capital Outlay	339,642	0
TOTAL ENHANCED 911 FUND	513,242	0
<u>VEHICLE &amp; EQUIPMENT REPLACEMENT FUND</u>		
Capital Outlay	435,700	0
TOTAL VEHICLE & EQUIPMENT REPLACEMENT FUND	435,700	0
<u>INFRASTRUCTURE REPLACEMENT FUND</u>		
Contractual Services	3,061,000	
Capital Outlay	20,940,000	45,000
TOTAL INFRASTRUCTURE REPLACEMENT FUND	24,001,000	45,000
<u>PROJECT 29 FUND</u>		
Commodities	0	0
TOTAL PROJECT 29 FUND	0	0

	BUDGETED AMOUNT	LEVY AMOUNT
<u>DEBT SERVICE FUND</u>		
GO Refunding Series 2003	0	481,275
GO Series 2008	365,600	365,600
GO Series 2010	1,005,728	1,004,803
GO Series 2011A – Village Portion*	0	130,947
GO Series 2011B - QECCB	0	1,286,111
Fiscal Agent Fees	3,000	0
	<hr/>	<hr/>
TOTAL DEBT SERVICE FUND	1,374,328	3,268,736
<u>POLICE PENSION FUND</u>		
Personnel Services (Benefit Payments)	1,838,055	0
Contractual Services	36,025	0
	<hr/>	<hr/>
TOTAL POLICE PENSION FUND	1,874,080	0
<u>MOTOR FUEL TAX FUND</u>		
Contractual Services	0	0
Capital Outlay	490,000	0
	<hr/>	<hr/>
TOTAL MOTOR FUEL TAX FUND	490,000	0
<u>REFUSE FUND</u>		
Personnel Services	69,750	0
Other Services	0	0
Contractual Services	1,210,975	883,428
Commodities	10,500	0
Capital Outlay	9,177	0
	<hr/>	<hr/>
TOTAL REFUSE FUND	1,300,402	883,428
<u>COMMUTER PARKING LOTS FUND</u>		
Personnel Services	30,630	0
Other Services	200,000	0
Contractual Services	140,069	0
Commodities	11,050	0
Capital Outlay	0	0
	<hr/>	<hr/>
TOTAL COMMUTER PARKING LOTS FUND	381,749	0
<u>VILLAGE CENTER TAX INCREMENT DISTRICT (TIF #2)</u>		
Contractual Services	0	0
Capital Outlay	0	0
Transfers Out	0	0
	<hr/>	<hr/>
TOTAL VILLAGE CENTER TIF DISTRICT	0	0

<u>DEERFIELD PUBLIC LIBRARY FUNDS</u>	<u>BUDGETED AMOUNT</u>	<u>LEVY AMOUNT</u>
Personnel Services	2,170,580	2,170,000
Other Services	26,500	26,000
Contractual Services	603,800	596,500
Commodities	410,620	410,000
Capital Outlay	1,280,000	0
GO Series 2011A – Library Portion*	0	763,572
<b>TOTAL DEERFIELD PUBLIC LIBRARY FUND</b>	<b>4,491,500</b>	<b>3,966,072</b>

<b>2011 SUMMARY OF TAX LEVIES</b>	<b>BUDGETED AMOUNT</b>	<b>LEVY AMOUNT</b>
<b><u>GENERAL CORPORATE FUND</u></b>	18,390,905	<b>2,140,000</b>
WATER FUND	4,403,977	0
SEWER FUND	2,951,909	0
GARAGE FUND	393,125	0
ENHANCED 911 FUND	513,242	0
VEHICLE & EQUIPMENT REPLACEMENT FUND	435,700	0
<b><u>INFRASTRUCTURE REPLACEMENT FUND</u></b>	24,001,000	<b>45,000</b>
PROJECT 29 FUND	0	0
<b><u>DEBT SERVICE FUND</u></b>	1,374,328	<b>3,268,736</b>
POLICE PENSION FUND	1,874,080	0
MOTOR FUEL TAX FUND	490,000	0
<b><u>REFUSE FUND</u></b>	1,300,402	<b>883,428</b>
COMMUTER PARKING LOTS FUND	381,749	0
VILLAGE CENTER TIF DISTRICT (TIF #2)	0	0
<b>SUBTOTAL VILLAGE OF DEERFIELD FUNDS</b>	<b>56,510,417</b>	<b>6,337,164</b>
<b><u>DEERFIELD PUBLIC LIBRARY</u></b>		
General Corporate Fund	4,491,500	<b>3,202,500</b>
Debt Service Fund – Series 2011A	0	<b>763,572</b>
<b>SUBTOTAL DEERFIELD PUBLIC LIBRARY FUNDS</b>	<b>4,491,500</b>	<b>3,966,072</b>
<b>TOTAL ALL FUNDS</b>	<b>61,001,917</b>	<b>10,303,236</b>

SECTION 2. That the Village Clerk is hereby directed to file with the County Clerks of Lake and Cook Counties, Illinois, on or before the last Tuesday in December, A.D. 2011, a copy of this ordinance duly certified by said Village Clerk.

SECTION 3. That this ordinance shall be in full force and effect from and after its passage and approval.

PASSED: 2011

AYES:

NAYS:

ABSENT:

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

**ORDINANCE O-11-**

**Abating All of the 2011 Tax Levy Requirements  
For the Series 2003 General Obligation Refunding Bonds**

**BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE  
OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:**

SECTION ONE: That the County Clerk of Lake County and the County Clerk of Cook County are hereby authorized and directed to abate the amounts set forth below of the tax theretofore provided for and levied in Ordinance O-03-05 passed February 3, 2003, copies of which have been filed with the respective County Clerks, providing for a levy for the following accounts of the Debt Service Fund of the Village of Deerfield, Lake and Cook Counties, Illinois:

<u>Bonds to be Abated</u>	<u>Amount of Abatement</u>
General Obligation Refunding Bonds-Series 2003	\$481,275

SECTION TWO: That the Village of Deerfield has on hand sufficient funds from water revenues to pay the total tax levied by the above described Ordinance for said purpose for the fiscal year commencing May 1, 2011; therefore a reduced tax levy is appropriate.

SECTION THREE: That the Village Clerk is hereby directed to file certified copies of this Ordinance with the County Clerks of Lake and Cook Counties.

SECTION FOUR: That this Ordinance shall be in full force and effect from its passage and approval, as provided by law.

AYES:

NAYS:

ABSENT:

PASSED this \_\_\_\_ day of \_\_\_\_\_, A. D. 2011

APPROVED this \_\_\_\_ day of \_\_\_\_\_, A. D. 2011

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

**ORDINANCE O-11-**

**Abating a Portion of the 2011 Tax Levy Requirements  
For the Series 2010 General Obligation Bonds**

**BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:**

SECTION ONE: That the County Clerk of Lake County and the County Clerk of Cook County are hereby authorized and directed to abate the amounts set forth below of the tax theretofore provided for and levied in Ordinance O-10-35 passed November 1, 2010, copies of which have been filed with the respective County Clerks, providing for a levy for the following accounts of the Debt Service Fund of the Village of Deerfield, Lake and Cook Counties, Illinois:

<u>Bonds to be Abated</u>	<u>Amount of Abatement</u>
General Obligation Bonds-Series 2010	\$162,681

SECTION TWO: That the Village of Deerfield has on hand sufficient funds from reserves and the Federal Build America Bonds credit to pay a portion of the total tax levied by the above described Ordinance for said purpose for the fiscal year commencing May 1, 2011; therefore a reduced tax levy is appropriate.

SECTION THREE: That the Village Clerk is hereby directed to file certified copies of this Ordinance with the County Clerks of Lake and Cook Counties.

SECTION FOUR: That this Ordinance shall be in full force and effect from its passage and approval, as provided by law.

AYES:

NAYS:

ABSENT:

PASSED this \_\_\_\_ day of \_\_\_\_\_, A. D. 2011

APPROVED this \_\_\_\_ day of \_\_\_\_\_, A. D. 2011

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

**ORDINANCE O-11-**

**Abating a Portion of the 2011 Tax Levy Requirements  
For the Series 2011B General Obligation Bonds**

**BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE  
OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:**

SECTION ONE: That the County Clerk of Lake County and the County Clerk of Cook County are hereby authorized and directed to abate the amounts set forth below of the tax theretofore provided for and levied in Ordinance O-11-35 passed September 26, 2011, copies of which have been filed with the respective County Clerks, providing for a levy for the following accounts of the Debt Service Fund of the Village of Deerfield, Lake and Cook Counties, Illinois:

<u>Bonds to be Abated</u>	<u>Amount of Abatement</u>
General Obligation Bonds-Series 2011B	\$429,110

SECTION TWO: That the Village of Deerfield has on hand sufficient funds from reserves and the Federal Qualified Energy Conservation Bonds credit to pay a portion of the total tax levied by the above described Ordinance for said purpose for the fiscal year commencing May 1, 2011; therefore a reduced tax levy is appropriate.

SECTION THREE: That the Village Clerk is hereby directed to file certified copies of this Ordinance with the County Clerks of Lake and Cook Counties.

SECTION FOUR: That this Ordinance shall be in full force and effect from its passage and approval, as provided by law.

AYES:

NAYS:

ABSENT:

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 2011

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 2011

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

**REQUEST FOR BOARD ACTION**

11-145-1

**Agenda Item:** \_\_\_\_\_

**Subject:** Ordinance Granting a Variation for Certain Property Commonly Known as 1134 Chestnut

Street

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Adopt Ordinance

**Action Requested:**

Board of Zoning Appeals

**Originated By:**

Mayor and Board of Trustees

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

**Summary of Background and Reason for Request**

Following the report and recommendation from the Board of Zoning Appeals at the November 21, 2011 Board meeting, an ordinance was prepared by Village Attorney, Peter Coblenz

The petition has submitted a request for a waiver of the first reading.

**Reports and Documents Attached:**

Letter requesting waiver  
Ordinance

12/5/2011

**Date Referred to Board:** \_\_\_\_\_

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

Village of Deerfield  
Mayor Rosenthal and the Board of Trustees  
c/o Mr. Clint Case  
850 Waukegan Road  
Deerfield, Illinois 60015

*Re: Petition for Variation to Replace Existing Garage at 1134 Chestnut Street,  
Deerfield, Illinois*

Honorable Mayor Rosenthal and the Members of the Board of Trustees:

I submit this letter in support of my request for a waiver of the second reading and passage of the variation on the first reading. The zoning variation subject is to replace the existing garage at 1134 Chestnut Street, Deerfield, Illinois.

We are requesting this waiver in an attempt to complete the construction of our garage in advance of the upcoming winter weather.

I greatly appreciate the Village's consideration of my request for passage of the variation on the first reading.

Very Truly Yours,

A handwritten signature in black ink that reads "Douglas Voigt". The signature is written in a cursive, slightly slanted style.

Douglas Voigt

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

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A VARIATION  
FOR CERTAIN PROPERTY COMMONLY KNOWN AS  
1134 CHESTNUT STREET**

---

**PASSED AND APPROVED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF DEERFIELD, LAKE  
AND COOK COUNTIES, ILLINOIS, this**

**\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.**

**Published in pamphlet form  
by authority of the President  
and Board of Trustees of the  
Village of Deerfield, Lake and  
Cook Counties, Illinois, this  
\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.**

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

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A VARIATION  
FOR CERTAIN PROPERTY COMMONLY KNOWN AS  
1134 CHESTNUT STREET**

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**WHEREAS**, the owners of the property commonly known as 1134 Chestnut Street and legally described herein (the “Subject Property”) have petitioned for a variation from the requirements of Article 10.01-A, Paragraph 4 of the Zoning Ordinance of the Village of Deerfield to permit the reconstruction, in excess of the 50% of the replacement cost, of an existing non-conforming one-car garage with a new garage on the Subject Property of the same size and in the same location; and,

**WHEREAS**, the Board of Zoning Appeals of the Village of Deerfield held a public hearing on October 18, 2011 to consider said petition, said hearing being held pursuant to public notice and conforming in all respects, in both manner and form, with the provisions of the Zoning Ordinance of the Village of Deerfield; and,

**WHEREAS**, the Board of Zoning Appeals has filed its report with the President and Board of Trustees containing its written findings that the requested variation conforms to the standards for variations set forth in Article 13.07-E of the Zoning Ordinance of the Village of Deerfield and recommending that the President and Board of Trustees grant the requested variation to permit the replacement of the existing nonconforming one-car garage located on the Subject Property with a new garage of the same size and in the same location, provided that the new garage shall not exceed a maximum height of eighteen (18) feet; and,

NOW, THEREFORE, BE IT ORDAINED 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 be and the same are incorporated and made a part of this Ordinance as if fully set forth herein.

**SECTION 2:** That Petitioners have proven to the satisfaction of the Board of Trustees that strict enforcement of the 50% replacement cost standard of Article 10.01-A, Paragraph 4 of the Zoning Ordinance of the Village of Deerfield will pose practical difficulty or unnecessary hardship as applied to the following described property (the “Subject Property”) unless varied as provided herein:

Lot 1 in Foxworthy’s Resubdivision of Lots 21 to 34 in Block 1 in Deerfield Park Land and Improvement Association Subdivision in Section 29, Township 43 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded December 8, 1926 as Document 291159, in Book “Q” of Plats, Page 90 in Lake County, Illinois.

**SECTION 3:** That a variation from the strict provisions of Article 10.01-A, Paragraph 4 of the Zoning Ordinance of the Village of Deerfield is hereby granted with respect to the Subject Property to permit the replacement of the existing nonconforming one-car garage located on the Subject Property with new garage of the same size and in the same location, provided that the new garage shall not exceed a maximum height of eighteen (18) feet.

**SECTION 4:** That said variation is hereby granted subject to strict compliance with the requirements and conditions of this Ordinance, with all applicable provisions of the Zoning

Ordinance of the Village of Deerfield, and with all applicable codes and ordinances of the Village of Deerfield.

**SECTION 5:** That this Ordinance, and each of its terms, shall be the effective legislative act of a home rule municipality without regard to whether such Ordinance 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 Ordinance should be inconsistent with any non-preemptive state law, this Ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 6:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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

ATTEST:

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

**REQUEST FOR BOARD ACTION**

**Agenda Item:** 11-152

**Subject**                    Ordinance Amending the Zoning Ordinance to Revise the Minimum Standards for Legal Notices

**Action Requested:**    First Reading Approval of Ordinance

**Originated By:**        Village Attorney

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

**Summary of Background and Reason for Request**

A recent change to the Illinois Municipal Code no longer requires that a “metes and bounds” legal description be included in the notices for land use public hearings. The notices are required to include the common street address and the Property Index Numbers (PIN#s) of the parcels affected by petitions and the cost of publication will be significantly reduced for petitioners in many cases.

The Plan Commission has reviewed the matter and suggests adopting the ordinance as does the Village Attorney and staff.

**Reports and Documents Attached:**

Memorandum from the Village Attorney  
Copy of Ordinance

**Date Referred to Board:** December 5, 2011

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

ROSENTHAL, MURPHEY, COBLENTZ & DONAHUE

LAW OFFICES

30 NORTH LA SALLE STREET

SUITE 1624

CHICAGO, ILLINOIS 60602

(312) 541-1070

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PETER D. COBLENTZ

JOHN F. DONAHUE

JUDITH N. KOLMAN

JOHN B. MURPHEY

JOY A. ROBERTS

PETER M. ROSENTHAL  
(1950-2010)

YANCEY L. PINKSTON, JR.

MEMORANDUM

WRITER'S DIRECT LINE

(312) 541-1073

TO: Mayor Harriet Rosenthal and Trustees  
Village Manager Kent S. Street

FROM: Peter Coblentz

RE: **Amending the Public Notice Requirements for Various Zoning Hearings**

DATE: November 22, 2011

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The Zoning Ordinance of the Village of Deerfield requires that various legal notices that are mailed or published with respect to hearings to consider zoning amendments, special uses, variations and other approvals must contain the "legal description" of the property affected by the application. Public Act 97-0336 has now amended the Illinois Municipal Code to provide that legal notices concerning such zoning hearings need not include a metes and bounds legal description of the affected property, provided that the notice includes the common street address and the PINs of all parcels of property included within the affected area. The attached ordinance would serve to adopt this same rule in Deerfield.

Jeff Ryckaert has discussed this proposed change in the legal notice requirements with the Plan Commission, and the Plan Commission supports the proposed amendment. Because this amendment does not involve the substantive land use regulations contained within the Zoning Ordinance there is no requirement for a public hearing before the Plan Commission to first consider this amendment.

It is the Village staff's recommendation that this amendment to the Zoning Ordinance be adopted. The use of shorter legal notices will reduce the cost of publication, and the use of common street addresses and PIN numbers to identify property that is the subject of a zoning hearing will better inform the public of the property that is the subject of a zoning hearing.

PDC:bb

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

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE  
OF THE VILLAGE OF DEERFIELD TO REVISE THE  
MINIMUM STANDARDS FOR LEGAL NOTICES**

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**PASSED AND APPROVED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF DEERFIELD, LAKE  
AND COOK COUNTIES, ILLINOIS, this**

**\_\_\_\_\_ day of \_\_\_\_\_, 2011.**

**Published in pamphlet form  
by authority of the President  
and Board of Trustees of the  
Village of Deerfield, Lake and  
Cook Counties, Illinois, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2011.**

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

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE  
OF THE VILLAGE OF DEERFIELD TO REVISE THE  
MINIMUM STANDARDS FOR LEGAL NOTICES**

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**WHEREAS**, Articles 12 and 13 of the Zoning Ordinance of the Village of Deerfield require that certain public hearings held by the Plan Commission and by the Board of Zoning Appeals must be preceded by a legal notice including a legal description of the property that is the subject of such public hearing; and,

**WHEREAS**, Public Act 97-0336 amended the Illinois Municipal Code to provide that legal notices concerning annexation, special uses, variations or other specified zoning hearings need not include a metes and bounds legal description of the affected property, provided that the notice includes the common street address or addresses of the property and the property index number (“PIN”) or numbers of all parcels of real property contained in the affected area; and,

**WHEREAS**, the inclusion of a legal description within a notice of public hearing adds to the cost of publishing legal notices, increases the risk of error or inaccuracy in the description of the affected property, and does not provide any meaningful information to the public that is not more easily conveyed and understood by the use of common street addresses and PIN numbers; and,

**WHEREAS**, the corporate authorities of the Village of Deerfield are of the opinion that the Zoning Ordinance of the Village of Deerfield should be amended as provided herein to authorize the use of the common street address and property index number (“PIN”) in legal notices to identify the

property that is the subject of a public hearing under Articles 12 or 13 of the Zoning Ordinance of the Village of Deerfield in lieu of a metes and bounds legal description of the subject property;

NOW, THEREFORE, BE IT ORDAINED 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 Section 14.02 entitled “Definitions,” of Article 14 of the Zoning Ordinance of the Village of Deerfield, be and the same is hereby amended to add the following as a defined term:

**LEGAL DESCRIPTION:** Shall mean, for all public notice purposes under Article 12 or Article 13 of this Ordinance, (i) the common street address or addresses, and (ii) the property index number (“PIN”) or numbers of all the parcels of property included within the subject property. “Legal Description” shall also mean a metes and bounds legal description of the subject property if a street address is not available for the parcels of property included within the subject property.

**SECTION 2:** That this Ordinance, and each of its terms, shall be the effective legislative act of a home rule municipality without regard to whether such Ordinance 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 Ordinance should be inconsistent with any non-preemptive state law, this Ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 3:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

ATTEST:

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

**REQUEST FOR BOARD ACTION**

**Agenda Item:** 11-153

**Subject:** Resolution Initiating the Submission of a Public Question to Authorize the Village to Adopt an “Opt-Out” Program for the Supply of Electricity

**Action Requested:** Approval of Resolution

**Originated By:** Village Manager’s Office

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

**Summary of Background and Reason for Request:**

On August 10, 2009, Governor Quinn signed into law Public Act 96-176, amending the Illinois Power Agency Act (“Act”) to allow municipalities to arrange for the provision of electricity to residential and small commercial retail customers by alternative electric suppliers. Under the new law, the Village may seek bids for the provision of aggregate electricity supply services to these customers, in hopes that the rate will be lower than the standard rate offered by ComEd. ComEd remains the distributor of power but customers would purchase their electrons, the actual commodity, from a different vendor.

At the Committee of the Whole meeting in November, the Village Board expressed interest in moving forward with the electric aggregation process. State law outlines a very specific process that a municipality must go through in order to manage an “opt-out” program for its residents and small businesses. The first step is for a municipality to pass a resolution that would authorize a referendum on the March 20, 2012 primary election ballot asking residents to allow Deerfield to have the authority to seek out an alternative energy provider for them. The attached resolution fulfills this requirement.

Jennifer Maltas, Assistant to the Village Manager, will be at the meeting to answer questions.

**Reports and Documents Attached:**

Resolution  
November 7, 2011 COW Minutes

**Date Referred to Board:** December 5, 2011

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

VILLAGE OF DEERFIELD

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION INITIATING THE SUBMISSION OF A PUBLIC QUESTION TO AUTHORIZE THE VILLAGE TO ADOPT AN “OPT-OUT” PROGRAM FOR THE SUPPLY OF ELECTRICITY TO RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS**

**WHEREAS**, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 (“*Act*”), permits the corporate authorities of the Village, if authorized by referendum, to adopt an ordinance creating a program to allow the Village to solicit bids and enter into service agreements for the sale and purchase of electricity and related services and equipment to residential and small commercial customers in the Village who do not chose to opt-out (“*Program*”); and

**WHEREAS**, pursuant to the requirements of the Act, the corporate authorities of the Village of Deerfield hereby desire to place on the March 20, 2012 ballot a public question to be considered by the voters in the Village regarding the authorization of the Village to pursue the implementation of the Program;

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

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

**SECTION TWO: PUBLIC QUESTION ON ELECTRIC AGGREGATION.** A public question shall be submitted to the voters of the Village of Deerfield, Counties of Lake and Cook, State of Illinois, at the March 20, 2012 primary election (or at the next available election permitted by the general election law), as follows:

Shall the Village of Deerfield have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program?	YES _____	NO _____
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**SECTION THREE: FILING.** The Village Clerk is hereby authorized and directed to file this authorizing Resolution and other related matters with the appropriate election officials in accordance with applicable law.

**SECTION FOUR: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the Village Board.

[SIGNATURE PAGE FOLLOWS]

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

AYES:

NAYS:

ABSENT:

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

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

ATTEST:

\_\_\_\_\_  
Village Manager

**COMMITTEE OF THE WHOLE – Minutes of Meeting  
November 7, 2011**

The Village Board met as a Committee of the Whole in the Council Chambers of the Village Hall at 6:30 p.m. on Monday, November 7, 2011. In attendance were:

PRESENT:

Village Board

Harriet Rosenthal, Mayor  
Robert Benton, Trustee  
Mary Oppenheim, Trustee  
William Seiden, Trustee  
Barbara Struthers, Trustee  
Thomas Jester, Trustee  
Peter Coblenz, Village Attorney

Staff

Kent Street, Village Manager  
Jenny Maltas, Assistant to the Village Manager  
Robert Fialkowski, Finance Director  
Eric Burk, Assistant Finance Director  
Barbara Little, Director of Public Works & Eng.  
Andrew Lichterman, Management Analyst

ABSENT:

Alan Farkas, Trustee

Public Comment

There was no public comment.

→ Municipal Electric Aggregation

Assistant to the Village Manager, Jenny Maltas reported that a recent change in Illinois State law allows municipalities to aggregate electricity. Ms. Maltas noted municipalities are permitted to seek bids from alternative electric suppliers (other than ComEd) in an effort to obtain a reduced rate for residential and small commercial retail customers (less than an average of 100kwh of demand). The “opt-in” program requires residents to actively participate in order to achieve the reduced rate negotiated by the municipality. Alternatively, the “opt-out” program allows for all residential and small business customers, except those already in a contract or receiving real-time rates, to receive the negotiated rate automatically. To-date all the municipalities that have aggregated electricity have participated in the “opt-out” program.

Trustee Struthers questioned the number of residents that are already locked into a contract with electrical suppliers? Ms. Maltas estimates it would be a very low percentage of about less than 1%.

Ms. Maltas noted that Lincolnwood, Oakbrook and Grayslake recently entered into a two year contract and were able to save their residents 30% on the electric supply portion of their bill. Ms. Maltas clarified the savings are only on the supply and not on the distribution portion of the energy bill. She explained that municipalities could enter into a contract with electrical suppliers for 1, 2 or 3 years, whichever is most advantageous. If the Board wanted to move forward with the process the program could be implemented by summer 2012.

Trustee Seiden questioned what the savings would be between an individual contract and the municipality's aggregate rate. Ms. Maltas noted the exact savings is unknown but the electric suppliers will have to participate in a competitive bid process and will receive a large number of customers which is more attractive than an individual customer. Trustee Oppenheim noted there is comfort for the residents if the Village coordinates the process, otherwise residents may be skeptical to enter into individual energy contracts on their own.

Trustee Jester asked about the costs associated with going through the process. Ms Maltas noted the Village will need to decide if it wants to move forward with the process. The Village will then need to pass a Resolution in December allowing for a referendum question to be included on the March 2012 ballot. Also, the Village will need to decide if it wants to sign an intergovernmental agreement with the other communities that are currently in the consortium to purchase aggregate electricity. The consortium has received an estimate of attorney fees to complete the process of approximately \$32,000 or \$4,000 per municipality. Once the referendum is passed the consortium would be able to solicit bids from alternative electric suppliers.

Ms. Maltas explained the referendum question is the same for every community and passing the Resolution does not require the Village to commit to purchasing aggregate electricity. The Village always has the option to reject the bids and stay with ComEd.

Ms. Maltas also noted it is an option to require a percentage of the power to come from renewable sources. She noted Oak Park recently opted for less savings in order to ensure 100% of the community's power was renewable.

Lastly, she noted that the contract can include a guarantee from the electric supplier that their rate will never exceed ComEd's and if it does, then they will either match ComEd's rate or return the Deerfield customers to ComEd service.

Mayor Rosenthal stated the Village owes it to our residents and this could save the community hundreds of thousands of dollars over a few years. Trustee Seiden believes it to be a good risk. Trustee Benton noted working with other communities also reduces our costs. Trustee Oppenheim concurred.

Village Manager, Kent Street stated the Resolution and supporting information will be presented to the Board at a December meeting.

#### Review of Fiscal Year 2010-2011 Audit

Finance Director, Robert Fialkowski commended Assistant Finance Director, Eric Burk and Village Accountant, Rich Jett for their hard work on this year's audit. Mr. Burk reported the Village received an unqualified (clean) opinion on the audit from Sikich LLP, Certified Public Accountants, which is a great achievement and a high standard to reach. Mr. Burk gave a short overview of the audit.

Mr. Burk reviewed the major governmental funds of the Village and noted General Fund revenues exceeded the budgeted amount and expenditures were \$1.65 million less than the budgeted amount due to lower than expected personnel costs and contractual costs across multiple departments. Mr. Burk noted \$1 million was added to the Fund Balance and this gives the Village options to explore at the upcoming tax levy meetings.

Mr. Fialkowski noted the Village has fully funded annual contributions to the Police Pension Fund and IMRF. Trustee Oppenheim asked how many communities are able to make 100% of their annual contributions? Mr. Fialkowski estimated that 60-70% of communities throughout the State are able to meet their annual contributions. He noted the police officers contribute approximately 10% of their yearly earnings to the Police Pension Fund and the Village contributed approximately \$1.3 million in total.

Mr. Burk reported the Infrastructure Replacement Fund is funded with proceeds from home rule sales tax, grants and bond proceeds and is used to pay for capital improvements. He noted the total capital outlay was approximately \$8.3 million.

Mr. Burk reported on the non-major governmental funds, which include E-911, Debt Service Fund and Motor Fuel Tax.

Mr. Burk reported on the major business activities (i.e. water, sewer and refuse) of the Village. The Water Fund operating revenues were below the budgeted amount and the Sewerage Fund operating expenses were lower than expected. The Refuse Fund operating expenses exceed operating revenues but last year the Village negotiated a contract with a new waste hauler that will address the deficit.

#### Adjournment

Trustee Oppenheim made a motion to adjourn. The motion was seconded by Trustee Struthers.

The meeting adjourned at 7:24 p.m.

Respectfully submitted,  
Andrew S. Lichterman  
Management Analyst

**REQUEST FOR BOARD ACTION**

**Agenda Item:** 11-154

**Subject:** Resolution Approving an Intergovernmental Agreement Establishing the North Shore Electricity Aggregation Consortium

**Action Requested:** Authorization

**Originated By:** Village Manager's Office

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

**Summary of Background and Reason for Request:**

As discussed at the November 7, 2011 Committee of the Whole meeting, staff has been working with neighboring communities on the electric aggregation process. These communities include Highland Park, Lake Bluff, Lake Forest, Northbrook, Skokie, Evanston, and Park Ridge. If this agreement is approved, the group will form the North Shore Electricity Aggregation Consortium that will share the expenses to go through the "opt-out" process. Participating municipalities would share the attorneys fees associated with establishing the "opt-out" program, the cost to develop educational materials, and to go out for bid together.

As a part of the bid process, options will include prices for a 1 year, 2 year, or 3 year contracts. Any municipality can leave the consortium at any time but are required to pay its share of the expenses incurred to that date. The IGA allows for each municipality to act separately, and each municipality has the opportunity to reject the bids if they do not want to move forward with the process.

Staff is recommending approval of the Resolution to approve the agreement subject to further attorney review. Jennifer Maltas, Assistant to the Village Manager, will be at the meeting to review the proposal and respond to questions.

*As the Intergovernmental Agreement is being revised following a 11/30/2011 meeting of municipalities, it will be distributed 12/2/2011.*

**Reports and Documents Attached:**

Intergovernmental Agreement (distributed 12/2/2011)

**Date Referred to Board:** December 5, 2011

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