



060623
BOT FINAL

PACKET





VILLAGE OF
RIVERWOODS

ESTD 1959

BOARD OF TRUSTEES

060623 Final Agenda

300 PORTWINE ROAD

RIVERWOODS, IL

riverwoods.gov/streamBOT

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF MINUTES
 - a. Board of Trustees May 16, 2023
 - b. Board of Trustees Special Meeting May 25, 2023
5. TREASURER AND FINANCE REPORT
 - a. Approval of Bills
6. DIRECTOR OF COMMUNITY SERVICES REPORT
7. CONSULTANTS' REPORTS
 - a. ATTORNEY'S REPORT
 - b. ENGINEER'S REPORT
 - c. ECOLOGIST'S REPORT
8. PLAN COMMISSION REPORT
9. ZONING BOARD OF APPEALS REPORT
10. POLICE REPORT
11. INFORMATION ITEMS & COMMENTS FROM THE PRESIDENT
 - a. Update on the Proposal Received from Lexington Homes for the Development of the Federal Life Property
 - b. Discussion on the Proposal under Review by the Deerfield Plan Commission for the Baxter Property
12. NEW BUSINESS
 - a. Approval of a Proposal from Gewalt Hamilton Associates, Inc. (GHA) for the repair and replacement of the sewer lining
 - b. Saunders Road Water Main Project Bid Results and Recommendations
 - c. Approval of a Contract for Public Works Services by Pinestone
 - d. Approval of a Contract for Janitorial Service by Raccoon Cleaning Services
 - e. Approval of an Ordinance Amending the Village Code Concerning Soliciting
13. OLD BUSINESS
 - a. Discussion of Construction of a Pathway to the Demonstration Center
14. VISITORS WISHING TO ADDRESS THE BOARD
15. COMMITTEE REPORTS

- a. Finance/Economic Development Trustee Clayton
- b. Communications Trustee Dikin
- c. Woodlands/Ecology/Legal Trustee Eastmond
- d. Land Use and Roads Trustee Hollander
- e. Building and Utilities/Storm Water Trustee Jamerson
- f. Community Services Trustee Smith

16. EXECUTIVE SESSION

- a. Litigation, Acquisition, Property, and Personnel

17. ESTABLISH TIME AND DATE FOR NEXT MEETING

- a. June 20, 2023 - 6:30 PM

18. ADJOURNMENT

MINUTES

Village of Riverwoods
Board of Trustees Meeting
May 16, 2023

Draft

Present:

Kris Ford, Mayor
Michael Clayton
Andrew Eastmond
Henry Hollander
Rick Jamerson

Absent:

Liliya Dikin
Jeff Smith

Also Present:

Bruce Huvad, Village Attorney
Bruce Dayno, Police Chief
Russ Kraly, Director of Community Services
Carissa Smith, Village Engineer
Katie Bowne, Deputy Village Clerk

The meeting was called to order at 7:30 pm.

Document Approval

Trustee Jamerson moved to approve the minutes of the May 2, 2023 Board of Trustees meeting. Trustee Clayton seconded the motion. The motion passed unanimously on a voice vote.

Approval of Bills

Trustee Jamerson moved to approve the bills. Trustee Clayton seconded the motion. The motion passed by the following vote:

AYES: Clayton, Eastmond, Hollander, Jamerson (4)

NAYS: None (0)

Treasurer and Finance Committee Report

Trustee Clayton shared that the fiscal reports are in the packet. He noted that both the building and police revenues are down. The decreased police revenue may be a bookkeeping issue with regard to the timing of when court fines are recorded. Expenditures under the Road, Bridge and Stormwater have used 64% of the budget but this may be due to snowplowing being attributed to the Road, Bridge and Stormwater Fund rather than the MFT Fund.

First quarter 2023 operating net deficit is \$202,000 versus budget of \$128,000 for the full year. Expectation is that budgeted number for the year is still on track. Trustee Jamerson asked for clarification on the General Fund budget utilized so far. Trustee Clayton will look into the matter. Mayor Ford introduced the finance team: Bill Balling (Interim Finance Director), Hanna Sullivan (Finance Consultant) and Moses Diaz (Financial Analyst). Mayor Ford thanked the finance team for all of their efforts.

Director of Community Services

Russ Kraly reported that two proposed subdivisions will go before the Plan Commission on June 1, 2023.

Attorney's Report

Mr. Huvad noted everything is included in the agenda.

Engineer's Report

Play area is scheduled to be worked on next week. Deerfield water main extension is in the final stage. Saunden Rd. water main bid is taking place on 5/25/23. Hydrant flushing has begun starting with the Thorngate subdivision. Trustee Jamerson requested that signs be placed in front of subdivisions where hydrant flushing is in progress.

Ecologist's Report

No report.

Plan Commission Report

Chairperson Breitkopf stated that the Plan Commission report and recommendations on the Lexington development have been posted. Chairperson Breitkopf expressed that Plan Commissioners were very conflicted about the 5-1 vote in favor of the development. In the end, Commissioners were concerned about what may replace the proposed Lexington development. She conveyed that no Commissioners were in favor of the increased density or barrack like aesthetics. Additionally, Commissioners recommended having 15% of units as affordable housing.

ZBA Report

No report.

Police Report

The police activity is in the packet.

Information Items from the President

Mayor Ford thanked the RPC for a successful Plant Sale and barbecue. She then read a prepared statement.

Riverwoods comes together as a community when an issue is perceived to be an infringement upon one's personal quiet enjoyment of one's own property, or is perceived to impair the identity or character of the Village. Otherwise our meetings are pretty quiet. So it is nice to see a crowd. Right now we have 2 issues, both development issues: the Federal Life property and the Baxter property.

Has the Village done a good job in the past of forward planning? In my opinion, maybe yes and maybe no. But here we are. Will this be another difficult time? Yes. We are looking at two major changes affecting our Village in two different ways. Each require the Board to do its best to understand all the issues, to understand potential outcomes and costs, possible benefits to the Village, and try to guess-out other perhaps unintended consequences.

Many factors are unknown, and the Board must do its best to do what is best for our Village. We all need to remember that this Board and this Mayor live in this Village, too. The Board represents the entire Village regardless of what area we live in. What we do should be focused on what is best for the Village.

There is a lot to be said about finding the way to make any development environmentally sensitive, and possibly making that development a model for integration of new into existing. We also need to be conscious of our actions regarding our municipal neighbors. We are bound to those neighbors in a variety of ways from schools to public services, and those relationships are truly long lasting.

Tonight I'd like to set the path for the review of the proposal for the development of the Federal Life property. Also, on the agenda is the request for the approval of the engagement of a public relations firm for communications assistance as the proposal for development of the Baxter property moves through Deerfield's zoning application process.

Each of these issues is very personal to residents living closest, but also to residents who consider the overall impact to the community. One can envision a range of outcomes, with the preferred outcome perhaps being no change in either case. The issue we must ponder is what does change mean in the longer term? What does inaction or no change mean in the longer term?

As this Board considers both of these issues, they must also be cognizant of the associated risks which can affect all residents.

First, Federal Life. We need a thoughtful and serious plan to receive the Lexington proposal allowing time for the Board to hear and question the presenters, hear all resident questions and to hear from our consultants. Tonight the Board has received the report from the Plan Commission. We have scheduled a special meeting of the Board for May 25 where the only business before the Board will be hearing the Lexington presentation, and possibly begin their questioning. Residents will have the opportunity to voice their concerns after the Board's initial questioning. It is highly unlikely to be a vote at the May 25th meeting, and that meeting may be continued in order to give everyone a chance to speak. The Board will have the opportunity again to question Lexington and to hear from their consultants at a later meeting of the Board.

As this is a very important issue, it is important that all Trustees be present, or have the opportunity to hear and participate, so we will make every effort to assure that the full Board is available at the meetings. Meetings may be the regular Board meetings or other special meetings as necessary and appropriate. The Board also has ongoing business that must be attended to – such as receiving the annual audit and paying the bills.

As for the communications issue regarding the development of the Baxter property, it is important for Thorngate residents to know that the Board does hear you, and is supportive of your efforts. There is a potential for legal action, and so, care must be taken on the part of both the Village and the Thorngate residents. What one party does or says may impact the other. For the benefit of both the Village and the effort on the part of the Thorngate residents, we will be asking for the Board's approval to engage a public relations firm, Kemper/Lesnik, to assist the Village in communications.

These are important issues facing the Village. The Board recognizes the importance and the possible longer term effects on the Village. We also recognize that long after decisions are reached regardless of what those decisions are, we will need to be and act as a community. So it is respectfully requested that any and all presenters remain civil here in the Boardroom, in public statements and in the use of social media.

*I suggest we all be mindful of a quote attributed to Malcom Forbes:
"Before you say what you think, be sure you have."*

New Business

- a. Approval of the engagement of KemperLesnick for Public Relation and Communication Services, with an Initial Authorization not to exceed \$25,000

Trustee Clayton moved to approve the engagement of KemperLesnick for Public Relation and Communication Services with an Initial Authorization not to exceed \$25,000. Trustee Jamerson seconded the motion. The motion passed by the following vote:

AYES: Clayton, Eastmond, Hollander, Jamerson (4)

NAYS: None (0)

- b. Approval of an Ordinance Approving the Granting of Easements to the County of Lake for Sanitary Main Improvements

Lake County is installing new pipe and is asking for a temporary easement at the northeast corner of Saunders and Deerfield Rd. The second easement is a permanent sanitary easement located at 0 Deerfield Rd. in the Thorngate subdivision.

There was discussion about locating service utilities, disruption to the Demonstration Center plantings and the traffic flow impact.

Trustee Jamerson moved to waive first reading. Trustee Clayton seconded the motion. The motion passed unanimously on a voice vote.

Trustee Jamerson moved to approve second reading and adoption of Ordinance 23-05-06 Granting of Easements to the County of Lake for Sanitary Main Improvements. Trustee Clayton seconded the motion.

The motion passed by the following vote:

AYES: Clayton, Eastmond, Hollander, Jamerson (4)

NAYS: None (0)

c. Approval of an Ordinance Concerning the Position and Duties of the Village Clerk

Mr. Huvard explained that the Village Clerk position was changed from an elected position to an appointed position by resolution in 2022. The Ordinance further defines the duties and functions of the Village Clerk as defined by Illinois law. Trustee Jamerson inquired about the compensation of the Village Clerk position which Mayor Ford said will be determined at a later date. Trustee Jamerson moved to waive first reading. Trustee Clayton seconded the motion. The motion passed unanimously on a voice vote.

Trustee Clayton moved to approve second reading and adoption of Ordinance 23-05-07 The Position and Duties of the Village Clerk.

The motion passed by the following vote:

AYES: Clayton, Eastmond, Hollander, Jamerson (4)

NAYS: None (0)

d. Approval of the Appointment of the Village Clerk

Mayor Ford wanted to appoint current Deputy Clerk, Katie Bowne as the Village Clerk. Mr. Huvard explained that Ms. Bowne has been acting as the Village Clerk for over one year and the appointment is a formality. Trustee Clayton expressed concern over Ms. Bowne's current workload. Trustee Hollander questioned the compensation because two jobs are combined into one and Ms. Bowne was not initially hired in this capacity. Trustee Hollander was in favor of keeping the Village Clerk position separate from the Executive Assistant position. Mr. Huvard explained that many municipalities combine the Village Clerk with another staff position. Mayor Ford agreed with Mr. Huvard that the Village Clerk is not a full time role.

Trustee Clayton moved to approve Katie Bowne as the Village Clerk. Trustee Jamerson seconded the motion.

The motion passed unanimously on a voice vote.

e. Approval of the Extension of the Contract with WRB, LLC for Interim Finance Director Services

Bill Balling gave some background on his consulting services as well as his recruitment efforts for the Finance Director and Director of Community Services position. He is actively seeking candidates and estimates filling both positions in late summer or early fall. Trustee Jamerson questioned whether Mr. Balling's hours will decrease in the next 4-6 months because the monthly expenditure for his services is \$30,000.

The motion passed by the following vote:

AYES: Clayton, Eastmond, Hollander, Jamerson (4)

NAYS: None (0)

Old Business

There was no Old Business.

Visitors Wishing to Address the Board

Clerk Bowne read an email from a Meadowlake resident Henry Matt Bellagamba. The email is below:

I am writing to share that I oppose the Lexington Homes project in totality. I am a Meadowlake resident for over 10 years. I stand in solidarity with all Meadowlake residents who oppose the project for reasons that align with theirs, primarily that as the proposed proposal stands it overwhelmingly favors 2 entities (Current landowner and Lexington Homes) providing them a huge profit windfall all at the expense of many individuals like myself for the simple fact that we will suffer a decrease in our property values. We have been the ones following the rules and paying our taxes. And it feels like we are being ignored and outsiders will benefit from our loss. For that reason I respectfully request that you reject the project in its entirety. I am confident that other individuals and neighbors of mine in Meadowlake will provide other very logical arguments why this project should be rejected by the Trustees. I will leave it up to them and stand in solidarity with them.

Respectfully
Henry Matt Bellagamba
23 Chicory Lane

Meadowlake resident David Oler spoke against the potential Lexington development citing increased density and traffic congestion as just a few of the issues that the project will bring to residents. He has been in contact with a developer who has alternate site plan ideas that more closely align with the residents' wishes.

Meadowlake resident Anil Vaidya said the reason he moved to Riverwoods many years ago is being destroyed. Mr. Vaidya posed the question to the BOT that if the Lexington development were going up in their backyards, would they support it?

Meadowlake resident Lila McClelland encouraged the BOT to represent the opinions, needs, and wants of the people that voted for them and reject the Lexington proposal in its entirety.

Meadowlake resident Mary Oler spoke against the Lexington development. She feels that the Lexington proposal was a done deal from the beginning and all the residents could ask for were concessions. She said the Lexington representatives promised a fence and dense landscaping but then took it away. The negotiation process has been very frustrating. She encouraged the BOT to approve zoning changes that preserve the uniqueness and wild beauty of Riverwoods, not sell it for projects such as this.

Meadowlake resident Bill Lauth said 80% of Meadowlake residents are opposed to the Lexington development. Mr. Lauth cited seven considerations and requested that the BOT reject the project.

Adjournment

There being no further business to discuss, Trustee Jamerson moved to adjourn the meeting. Trustee Clayton seconded the motion. The motion passed unanimously on a voice vote.

The meeting was adjourned at 9:00 pm.

The next meeting of the Board of Trustees will take place on May 25, 2023 at 7:30 pm. It is a special meeting focused solely on the Lexington proposal. The next regular meeting of the BOT is June 6, 2023 at 7:30 pm.

Respectfully submitted,

Katie Bowne

Village Clerk

MINUTES

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF RIVERWOODS
As of 03/31/2023

	Month Activity		YTD Activity			% Bdgt Used
	03/31/2022	03/31/2023	03/31/2022	03/31/2023	Budget 2023	
Fund: 001 GENERAL						
Account Category: Revenues						
Total Dept 101 - ADMINISTRATION	194,607.54	223,911.09	598,579.63	634,692.97	2,560,750.00	24.79
Total Dept 102 - BUILDING DEPARTMENT	29,594.00	7,606.00	43,504.00	26,660.00	282,500.00	9.44
Total Dept 104 - ROAD & BRIDGE & STORM WATER	1,503.67	0.00	1,991.08	0.00	24,000.00	0.00
Total Dept 106 - WOODLAND MANAGEMENT	1,400.00	325.00	2,100.00	1,073.54	11,000.00	9.76
Total Dept 110 - POLICE	85,095.30	7,443.70	157,400.00	19,468.15	1,321,952.00	1.47
Revenues	312,200.51	239,285.79	803,574.71	681,894.66	4,200,202.00	16.23
Account Category: Expenditures						
Total Dept 101 - ADMINISTRATION	101,371.67	85,962.67	333,429.53	277,963.92	1,251,314.00	8.55
Total Dept 102 - BUILDING DEPARTMENT	14,931.39	19,239.84	53,655.45	69,055.53	464,223.00	14.88
Total Dept 104 - ROAD & BRIDGE & STORM WATER	16,644.79	44,855.77	57,926.93	55,081.41	85,000.00	64.80
Total Dept 105 - DRAINAGE	0.00	0.00	0.00	0.00	2,500.00	0.00
Total Dept 106 - WOODLAND MANAGEMENT	15,673.36	(577.50)	23,227.39	7,684.50	79,150.00	9.71
Total Dept 110 - POLICE	150,255.98	135,273.91	513,233.68	474,355.21	2,446,165.00	19.39
Expenditures	298,877.19	284,754.69	81,472.98	884,140.57	4,328,352.00	13.97
OPERATING NET INCOME (LOSS)	13,323.32	(45,468.90)	(177,898.27)	(202,245.91)	(128,150.00)	
Transfers	3,000,000.00	0.00	3,000,000.00	0.00	2,000,000.00	
NET OF REVENUES & EXPENDITURES:	(2,986,676.68)	45,468.90	(177,898.27)	(202,245.91)	(2,128,150.00)	
Fund: 104 MFT						
Revenues	48,841.94	12,197.77	75,033.97	38,953.56	203,901.00	19.10
Expenditures	2,294.00	30,710.00	110,428.50	56,645.00	140,000.00	40.46
NET OF REVENUES & EXPENDITURES:	35,547.94	(18,512.23)	(35,394.53)	(17,691.44)	63,901.00	
Fund: 501 CONSOLIDATED WATER FUND						
Revenues	88,513.80	90,842.01	250,186.29	138,439.91	1,131,500.00	12.24
Expenditures	116,082.46	184,169.83	248,673.27	286,491.15	2,099,480.00	13.65
NET OF REVENUES & EXPENDITURES:	(27,568.66)	(93,327.82)	1,513.02	(148,051.24)	(967,980.00)	
Fund: 502 SEWER FUND						
Revenues	58,839.10	66,608.96	147,366.09	144,505.80	467,750.00	30.89
Expenditures	10,775.73	1,475.58	68,123.18	11,588.87	521,765.00	2.22
NET OF REVENUES & EXPENDITURES:	48,063.37	65,133.38	79,242.91	132,916.93	(54,015.00)	
Fund: 505 CAPITAL PROJECT FUND						
Revenues	3,000,000.00		3,000,000.00			
Expenditures	0.00	53,356.00	0.00	53,686.00	1,001,000.00	5.36
NET OF REVENUES & EXPENDITURES:	3,000,000.00	(53,356.00)	3,000,000.00	(53,686.00)	(1,001,000.00)	

CASH BALANCES
As of 03/31/2023

Fund: 001 GENERAL	\$ 3,880,115.83
Fund: 104 MFT	\$ 981,861.62
Fund: 501 CONSOLIDATED WATER FUND	\$ 1,845,904.88
Fund: 502 SEWER FUND	\$ 2,316,969.05
Fund: 503 MILWAUKEE/DEERFIELD TIF	\$ 1,377,060.16
Fund: 504 TIF # 2 - FEDERAL LIFE	\$ (83,936.45)
Fund: 505 CAPITAL PROJECT FUND	\$ 4,729,240.51
	<hr/>
Total	\$ 15,047,215.60

MINUTES



Riverwoods Police Incident Analysis Report Summary by Incident Type 5/16/2023

Activity Through May 11th of Each Year

Incident Type	2023 YTD	This Time 2022 YTD
46 (7503) (Mortorist Assist)	33	39
50 PD (7572) (Crash Property Damage)	23	32
50 PI (7571) (Crash Personal Injury)	10	5
50 Priv Prop (7573) (Crash Private Property)	3	2
911 Hang up (7911)	2	7
Ambulance (7021)	127	85
Animal Problem (7245)	14	23
AOA (7001)	64	82
Armed Robbery (0310)	-	-
Assault (0500)	-	-
Attempt Suicide (7221)	-	-
Battery - Simple (0460)	1	-
Battery (0400)	1	1
Burg - From Motor Veh (0760)	-	-
Burglar Alarm (7082)	110	6
Burglary - Residential (0625)	3	2
Burglary (0600)	1	1
Cell 911 (7912)	-	1
Child Seat Inspect (7042)	1	3
Construction Comp (7078)	-	-
Controlled Substance (2000)	-	-
Credit Card Fraud (1150)	1	1
Crim Damage to Prop (1310)	4	-
Crim Sexual Assault (1563)	-	-
Crim Trespass to Land (1330)	1	-
Crim Trespass to Veh (1360)	-	-
Death Investigation (729)	1	1
Deceptive Practice (1110)	2	2
Domestic Battery (0486)	-	-
Domestic Trouble (1320)	10	9
DUI (2410)	15	21
Fingerprinting (7039)	6	1
Fire Alarm (0733)	17	12
Fire Call (7024)	17	12
Fireworks Complaints (3001)	1	-
Forgery (1120)	-	-
Found Animal (7246)	-	3
Found Prop. (7156)	2	-
Harassment by Telephone (2825)	1	-
Hold Up Alarm (7083)	10	4
Identity Theft (7198)	2	7
Lock out - Vehicle (7051)	5	5
Lost / Mislaid Prop (7144)	2	5
Missing Person (7178)	1	2
Noise Comp (7078)	5	8
Notification (7049)	8	7
Other Comp (7079)	24	21
Other Investigation (7199)	10	9

Incident Type	2023 YTD	This Time 2022 YTD
Other Trouble (7139)	1	-
Parking Complaint (7522)	2	3
Premise Exam (7041)	698	610
Public Service (7040)	21	13
Roadway Debris (7250)	12	5
Solicitor (7063)	9	1
Suicide (7211)	-	-
Suspicious Auto (7123)	26	22
Suspicious Person (7123)	10	12
Telephone Threat (2820)	-	-
Theft from Motor Veh (0710)	-	2
Theft of Motor Veh (0910)	1	-
Theft Over \$500 (0815)	2	-
Theft Under \$500 (0825)	-	1
Traffic Complaint (7521)	19	19
Turned in Weapon/Ammo (7160)	1	1
Village Ord. Violation (7500)	6	6
Well Being Check (7045)	18	11
Total:	1365	1111
Crime Prevention Notices	245	206
Case Reports	59	75
Traffic Stops	600	652
Number of Citations issued	217	155
Number of Persons Issued Citations	154	111

11 houses are currently on the Vacation Watch list and are checked regularly.

Village of Riverwoods
Board of Trustees Meeting
May 25, 2023
Draft

Present:

Kris Ford, Mayor
Michael Clayton
Liliya Dikin
Andrew Eastmond
Henry Hollander
Rick Jamerson
Jeff Smith

Also Present:

Bruce Huvard, Village Attorney
Bruce Dayno, Police Chief
Russ Kraly, Director of Community Services
Carissa Smith, Village Engineer
Katie Bowne, Village Clerk

The meeting was called to order at 7:30 pm.

Mayor Ford said there is one agenda item only-consideration of request of Lexington Homes, LLC for zoning text amendment, reclassification of Federal Life Property to 1-R District and Special Use for multiple family housing preliminary subdivision plat approval. She read the protocol to be observed regarding discussion and visitor comments which is also posted on the boardroom wall entrance.

Trustee Dikin and Trustee Jamerson will be out of town for the June 6 BOT meeting. Since every effort will be made to have a full BOT for the Lexington vote, most likely the matter will continue until June 20 unless a special meeting is scheduled. TIF support discussions will begin on June 20 and will last 30 to 90 days as they involve discussions with Lake County for its contribution towards comp storage costs.

Mr. Huvard thought it would be helpful if each of the Village consultants who worked on various facets of the Lexington proposal provided a brief overview of their findings with regard to:

•**Stormwater Compliance**-Village Engineer Carissa Smith said any new development has to meet the minimum standards stipulated in the Lake County Watershed Development Ordinance (WDO). Lexington representatives have acknowledged the WDO stormwater regulations and their proposal complies with those regulations but it is pending final site plan submittal.

•**Woodland Ordinance**-Village Ecologist Steve Zimmerman worked on the proposal's compliance with the Woodland Protection Ordinance (Ord. 18-03-05) which states that no more than 20% of the protected woodland may be removed. The proposal shows 19.5% protected woodland removal (pending final site plan submittal) so it does fulfill the under 20% requirement. Mr. Zimmerman also provided recommendations for the west and south detention basins. He advised they be constructed in a way that allows naturalization so they better fit in with the character of Riverwoods.

•**Access Road & Traffic Circulation**-Village Engineer Carissa Smith said the connecting road into Colonial Court from Deerfield Rd. upholds the traditional 12 ft. lane width necessary for adequate flow of traffic. Emergency vehicle access currently meets turning radius standards but is pending final site review by the Lincolnshire-Riverwoods Fire Protection District (LRFPD).

•**Site Plan & Density**-Lee Brown, President of Teska & Associates, who also acts as the Village Planner spoke about site plan and density. Mr. Brown noted that there have been substantial changes to Lexington's site plan based on consultant feedback. Previously, Lexington was asking for several exceptions to building standards that are now no longer needed.

Modifications of circulation and building locations to eliminate setbacks are two of the specific changes that have been incorporated into Lexington's revised plan. Connecting sidewalks where practical to make the area safer for pedestrians, providing more community open spaces, and having a centrally located rain garden are additional enhancements.

The density meets the zoning that is requested. There are no exceptions requested for the present total number of 54 units. Reducing the total number of units from the initial submission has provided a more livable environment for the community itself by providing more open space. Trustee Jamerson confirmed with Mr. Brown that there is no zoning ordinance change necessary to accommodate the Lexington development.

Trustee Jamerson asked Ecologist Zimmerman if there is a mitigation fee for the 19.5% woodland removal. Ecologist Zimmerman responded that there is only a fee if protected species of trees are removed from the protected woodland. Ecological mitigation such as removal of invasive species or tree planting may also be an option if protected species trees within the protected woodland are proposed for removal.

•**Affordable Housing**-3 of the 54 townhomes would be affordable housing units. There would be a series of restrictive covenants recorded against the 3 units that would define and regulate the income eligibility of the residents living in those townhomes. Mr. Huvad has been in contact with Rob Anthony of Community Partners for Affordable Housing who has conveyed that his organization would be pleased to administer Riverwoods affordable housing units. His agency would find tenants, vet them, and give them training courses so the Village does not have to do it.

For the remaining 5 units that the developer proposes not to have on site, a fee in lieu of \$125,000 per unit is proposed (\$625,000 total fee). Riverwoods does not have an affordable housing ordinance but the Village has a goal. The goal is to have 15% of new units as affordable housing. Trustee Eastmond questioned whether an evaluation consultant should be employed to see the impact of affordable housing on neighboring home values. Trustee Smith wanted to know more details about the fee in lieu, specifically how it would be managed and where the money would be held. Mr. Huvad said those decisions would have to be made by the BOT as the Village does not have previous experience accepting a fee in lieu of for onsite affordable housing.

Hal Francke, lawyer with the firm of Meltzer, Purtil & Stelle LLC representing Lexington, presented a high-level overview of Lexington's proposal. Mr. Francke began by introducing the other members of Lexington project team.

Mr. Francke explained that the project has changed dramatically since it began approximately six months ago. Mr. Francke talked about the proposed comprehensive plan amendment which the Plan Commission unanimously recommended for approval in 2021. The amendment would introduce the Mixed Use Overlay Category for the first time. The purpose of the amendment is to encourage consideration of office, business and residential uses, including multifamily development that works harmoniously to benefit the larger planning area.

The current zoning of the Federal Life property is O & R1 Office and Research District One. Lexington would like Section 9-4A-3 of the Village code amended to allow a multiple-family housing development. Additionally, the requested proposal would rezone the property from O & R1 Office and Research District One to I-R District. Special use for a multiple family housing development with specific bulk regulations that are determined in accordance with Section-9-4A-3, as amended is also requested. Finally, Lexington would like preliminary plat of subdivision approval.

Mr. Francke presented the site plan that was approved by the Plan Commission vote of 5-1. Since the Plan Commission vote, additional enhancements have been added which include: fencing, removal of woodland path and footbridge access, and evergreen tree screening north of new homes and south of preserved woodland area.

Sharon Dickson, principal and lead landscape architect of Dickson Design, spoke next on woodland preservation. The site has 1.29 acres of total delineated woodland area. 19.4 % of the woodland is to be removed which is under the no more than 20% woodland removal ordinance specification. 80.6% of the woodland would be preserved. The primary reason for woodland tree removal is for stormwater management.

In Ms. Dickson's opinion, the woodland provides a natural deterrent to trespassing into the Meadowlake subdivision. She shared the site plan for two stormwater management retention basins that will be maintained by a certified contractor and paid for by the development's HOA in perpetuity. 26 protected species of woodland trees would be removed which is within the woodland ordinance specifications of less than 20% woodland removal.

Three landscape modifications have been made since the Plan Commission vote. These modifications include eliminating the mulch path, adding architectural features such as decorative fencing and pavement plus the naturalization of the retention basins. There will also be a rain garden and plantings that are conducive to the area's climate zone. Ms. Dickson showed slides of several natural areas within the development where residents will be able to gather, sit or read.

Mr. Francke reported on the 8 benefits of the development which include providing a new housing option for existing residents, dedication of right-of-way and granting of easements which will help facilitate Deerfield Rd. improvements, stormwater management improvements, construction of an alternate access route for commercial properties, improved drainage, construction of affordable housing units, contribution for construction of additional affordable housing units, and new Village tax revenues with little impact on taxing bodies.

Mr. Francke asked Nate Wynsma of Lexington Homes to comment on the impact of the development on neighboring homes. Mr. Wynsma provided a flyer of Meadowlake resale comparisons to Lexington Reserve prices which is attached to the end of the minutes. Trustee Dikin questioned whether the comparisons were meaningful because there was such a wide disparity in sale prices.

Trustee Hollander wanted to know if an ecological contractor would be used for the entire area or just the two retention ponds. Mr. Wynsma said a certified ecological contractor will care for the woodland area too but it is intended to be kept as a preservation area.

Trustee Hollander also wanted to know why the fence between the development and Meadowlake isn't extended all the way to the east. Mr. Wynsma said the fence was not extended because installing it would disturb the mature woodlands. Also, the woodland area acts as a natural barrier. Ecologist Zimmerman agreed and cautioned that a certified ecological contractor should only be used in the natural areas not in the formal areas. Mr. Zimmerman also said he has no issues with the landscape plan presented by Sharon Dickson and his recommendations were incorporated in her plan.

Trustee Hollander confirmed with Mr. Wynsma that Lexington is open to considering an increased price for the payment in lieu of onsite affordable housing. Trustee Hollander questioned what specifically is the "area" that is used for the affordable housing medium income definition. Mr. Huvard commented that the "area" refers to a 6 county region throughout IL.

Trustee Hollander asked Nate Wynsma how Lexington became involved in the Federal Life development. The property is privately owned. The owners hired a broker who marketed the property to residential developers. The Lexington purchase contract is contingent upon plan approval. Federal Life is going to move to another office space if the sale happens.

Trustee Jamerson noted that the Village's current 1-R ordinance requirements indicate building elevation should be no more than 35 feet. On the development plan, the building mean or average is indicated as 35 feet so the building is 5 feet too tall. Mr. Huvard explained that the measurement is defined from the building grade to the peak of the roof so Lexington's plan is compliant.

Trustee Jamerson asked about garbage/recycling pick up. He wanted to know if the plan is that all residents have their own garbage and recycling receptacles. Mr. Wynsma confirmed that each resident would have their own receptacles and put them out on the scheduled pick up date. Trustee Jamerson questioned the K-8 child calculations. Hal Francke noted that the numbers come directly from a chart that was developed by demographers and is widely used by developers.

Trustee Jamerson inquired about the traffic study. He had several questions about the number of drivers turning left during morning and afternoon rush hours. Javier Millan, principal with KLOA, Inc. said cameras were used for the traffic study. Once the numbers are generated, they are put into a traffic model. Mr. Millan said the traffic results are fairly typical. Mr. Millan explained that the volume to capacity ratio was analyzed as well.

Trustee Jamerson wanted to know if the Lincolnshire-Riverwoods Fire Protection District (LRFPD) was asked if the emergency equipment could make the turns in the development but especially between buildings 7 and 8. He also questioned the semi turning radius for moving and other trucks.

Todd Shaffer, principal at Haeger Engineering, responded to Trustee Jamerson by saying that the development meets the Hamme head turning radius standards and there is adequate fire truck circulation. Mr. Shaffer acknowledged that moving trucks will likely run over the development's curbs but they have been designed to be mountable. Trustee Jamerson requested that the LRFPD be contacted to confirm the emergency apparatus turning radius is adequate. Trustee Jamerson commented that building number 10 has a setback of 25 ft. while building 7 has a 35 ft. setback which is very close to Deerfield Rd.

Trustee Jamerson noted that the sidewalk along Deerfield Rd. is still being shown in all the plans but was not approved by the Village Board. Mr. Huvard said the sidewalk was left in as a design option and was not voted against.

Trustee Jamerson wanted confirmation that the HOA has to uphold maintenance of the cedar decorative fencing as well as other design elements. Mr. Huvard said that there would be a restrictive covenant between the Village and the HOA.

Trustee Jamerson does not think there is enough guest parking for the residents if they wish to have a social gathering. Additionally, he wanted to know if an irrigation system is going to be installed for the green spaces. Nate Wynsma said a motorized irrigation system is not planned but water may be trucked in in extremely dry conditions if necessary.

Trustee Clayton wanted to know how many years it will take for the site to resemble the renderings used in the presentation. Sharon Dickson said 3-5 years is typical. Tree height will resemble the renderings in approximately 10 years. Trustee Clayton wanted to know what protections the Village has if the HOA does not uphold their end of the property maintenance covenant. Trustee Clayton also wanted to know if the attractiveness of Stevenson High School will enhance the development's pool of buyers. Mr. Wynsma said the unit price point rather than the designated high school has more influence on sales.

Trustee Smith agreed that there does not appear to be enough guest parking. He questioned the possible light pollution generated by the development. Trustee Smith also asked for clarification on the affordable housing initiative. Hal Francke relayed that the law established a process for identifying communities with the most acute shortage of local housing stock available at an amount that would be affordable to: • Homebuyers at 80% of the regional median household income. • Renters at 60% of the regional median household income.

Trustee Eastmond questioned specifically what the proposed stormwater improvements are as described in the project benefits. Todd Shaffer said downed and dead trees block drainage and there is also an earthen access drive and that is not functioning according to the original design. Work will be done in cooperation with the Village Engineer to mitigate both situations.

Trustee Hollander inquired about using more mature trees for the development. Both Ecologist Zimmerman and landscape architect Sharon Dickson said that using larger trees is not a good idea because they grow slower due to a larger, critical root system.

Trustee Hollander commented that guest parking is a problem throughout Riverwoods. Trustee Jamerson responded that a new development should not have parking problems from the very beginning.

It was agreed that the meeting would be continued at a later date. Trustee Jamerson wanted to know when the project would be turned over to the HOA. Nate Wynsma said typically the project is turned over to the HOA when 75% occupancy is reached.

The next BOT is June 6, 2022 but a special meeting focused solely on Lexington will be scheduled prior to June 20.

Adjournment

Trustee Clayton moved to adjourn the meeting. Trustee Jamerson seconded the motion. The motion passed unanimously on a voice vote.

The meeting was adjourned at 9:49 pm.

Respectfully submitted,

Katie Bowne
Village Clerk

Meadowlake Resale Comparison					
Riverwoods, IL					
Address	Sale Price	Square Footage	Price/Sq. Ft.	Date Closed	
7 Chicory Lane	\$ 605,500	4031	\$ 150	3/14/2022	
9 Chicory Lane	\$ 660,000	3334	\$ 198	3/11/2021	
18 Chicory Lane	\$ 800,000	4565	\$ 175	9/16/2020	
1 Fox Tail Ct.	\$ 650,000	5724	\$ 114	2/17/2021	
2 Fox Tail Ct.	\$ 750,000	6968	\$ 108	6/2/2021	
12 Fox Tail Ct.	\$ 874,900	6089	\$ 144	11/28/2022	
8 Baneberry Lane	\$ 625,000	3090	\$ 202	6/3/2021	
6 Columbine Lane	\$ 575,000	4214	\$ 136	6/12/2020	
8 Columbine Lane	\$ 685,000	3795	\$ 181	2/1/2022	
3 Metawa Lane	\$ 589,900	3615	\$ 163	6/11/2021	
Averages	\$ 681,530	4,543	\$ 157		

Lexington Riverwoods					
Model 1	\$ 495,000	1780	\$ 278		
Model 2	\$ 519,000	1954	\$ 266		
Model 3	\$ 565,000	2250	\$ 251		
Averages	\$ 526,333	2,035	\$ 265		



BILLS



VILLAGE OF
RIVERWOODS
 ESTD 1959

June 02, 2023

TO: Kris Ford, Mayor
 Village Trustees
 Village Attorney Bruce Huvad

FROM: Moses Diaz

RE: Council Report for June 06, 2023

Attached are the Invoices for approval at the June 06, 2023 BOT Meeting:

Fund Number	Fund Name	Total	Comments
001	General Fund	153,910.83	
104	MFT	0.00	
119	SSA19	1,800.00	
122	SSA 22	475.00	
125	SSA 25	0.00	
126	SSA 26	0.00	
130	SSA 30	0.00	
424	SSA24 DSF	0.00	
430	SSA30 DSF	0.00	
501	Water Fund	127,684.70	
502	Sewer Fund	125.28	
503	TIF #1	742.00	
504	TIF #2	2,730.00	
505	Capital Projects Fund	0.00	
Total to be approved		287,467.81	

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 04/19/2023 - 06/02/2023

POSTED AND UNPOSTED
OPEN

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0711 - AA SERVICE CO. HEATING AND COOLING							
99912326 00014749	AA SERVICE CO. HEATING AND COOLING AC SERVICE 001-110-50120	05/11/2023 MDIAZ AC SERVICE		354.38 354.38	354.38	Open	N 05/15/2023
100048812 00014773	AA SERVICE CO. HEATING AND COOLING AC SERVICE 001-110-50120	05/17/2023 MDIAZ AC SERVICE		1,385.25 1,385.25	1,385.25	Open	N 05/19/2023
Total Vendor 0711 - AA SERVICE CO. HEATING AND COOLING				<u>1,739.63</u>	<u>1,739.63</u>		
Vendor 0505 - ABT ELECTRONICS							
0314321NZWI 00014748	ABT ELECTRONICS REFRIGERATOR REPAIR 001-101-50120	05/15/2023 MDIAZ BUILDING - EQUIPMENT		87.00 87.00	87.00	Open	N 05/15/2023
Total Vendor 0505 - ABT ELECTRONICS				<u>87.00</u>	<u>87.00</u>		
Vendor 0704 - AJ OLESON CONSTRUCTION							
230501WATERMAIN 00014808	AJ OLESON CONSTRUCTION 2022 DEERFIELD RD WATER MAIN EXT PROJECT 501-000-80202	05/01/2023 MDIAZ WATER MAINS		44,434.80 44,434.80	44,434.80	Open	N 05/30/2023
Total Vendor 0704 - AJ OLESON CONSTRUCTION				<u>44,434.80</u>	<u>44,434.80</u>		
Vendor 0117 - AL MACIAREILLO							
230520ALMACIARE 00014783	AL MACIAREILLO LIQUOR COMPLIANCE CHECKS REIMBURSEMENT 001-110-50080	05/20/2023 MDIAZ LIQUOR COMPLIANCE CHECKS REIMBURSEMENT		20.00 20.00	20.00	Open	N 05/23/2023
Total Vendor 0117 - AL MACIAREILLO				<u>20.00</u>	<u>20.00</u>		
Vendor 0735 - ALANIZ IRRIGATION INC.							

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 04/19/2023 - 06/02/2023

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0735 - ALANIZ IRRIGATION INC.							
34226 00014822	ALANIZ IRRIGATION INC. SPRINKLER REPAIR - RELATED TO WATER MAIN MDIAZ 501-000-80202	05/31/2023		593.25	593.25	Open	N 06/01/2023
				593.25			
Total Vendor 0735 - ALANIZ IRRIGATION INC.				593.25	593.25		
Vendor 0007 - AMERICAN TAXI DISPATCH, INC.							
205371N 00014753	AMERICAN TAXI DISPATCH, INC. 5 SENIOR/DISABLED TAXI VOUCHERS 001-101-50600	05/10/2023		27.50	27.50	Open	N 05/16/2023
				27.50			
Total Vendor 0007 - AMERICAN TAXI DISPATCH, INC.				27.50	27.50		
Vendor MISC - ANDREW KUBY							
230518 00014772	ANDREW KUBY COST SHARE REIMBURSEMENT - INVASIVE SHR MDIAZ 001-106-50830	05/18/2023		1,350.00	1,350.00	Open	N 05/18/2023
				1,350.00			
Total Vendor MISC - ANDREW KUBY				1,350.00	1,350.00		
Vendor 0634 - AZAVAR AUDIT							
156961 00014825	AZAVAR AUDIT MUNICIPAL UTILITY TAX AUDIT PROGRAM MDIAZ 001-101-50360	05/31/2023		28.06	28.06	Open	N 06/02/2023
				28.06			
Total Vendor 0634 - AZAVAR AUDIT				28.06	28.06		
Vendor 0320 - B&F CONSTRUCTION CODE SERVICES							
17658 00014802	B&F CONSTRUCTION CODE SERVICES INSPECTIONS, APRIL23 001-102-50345	05/23/2023		3,393.28	3,393.28	Open	N 05/26/2023
				3,393.28			
Total Vendor 0320 - B&F CONSTRUCTION CODE SERVICES				3,393.28	3,393.28		

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 04/19/2023 - 06/02/2023

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0014 - BADGER METER INC							
80129222 00014813	BADGER METER INC WATER METER EXPENSE 501-000-51000	05/30/2023 MDIAZ WATER METERS EXPENSE		904.75 904.75	904.75	Open	N 05/31/2023
Total Vendor 0014 - BADGER METER INC				904.75	904.75		
Vendor 0751 - BAXTER & WOODMAN NATURAL RESOURCES LLC							
0247044 00014811	BAXTER & WOODMAN NATURAL RESOURCES FORESTER SERVICES, MAY 2023 001-102-50350	05/31/2023 MDIAZ FORESTER SERVICES, MAY 2023		8,207.50 8,207.50	8,207.50	Open	N 05/31/2023
Total Vendor 0751 - BAXTER & WOODMAN NATURAL RESOURCES LLC				8,207.50	8,207.50		
Vendor 0024 - CENTRAL MANAGEMENT SERVICES LGHP							
230530CMS 00014810	CENTRAL MANAGEMENT SERVICES LGHP HEALTH INSURANCE - COVERAGE FOR JUNE 2023 001-101-40100 001-110-40100	05/30/2023 MDIAZ HEALTH INSURANCE-COVERAGE FOR JUNE 2023 HEALTH INSURANCE-COVERAGE FOR JUNE 2023		16,366.00 1,149.00 15,217.00	16,366.00	Open	N 05/30/2023
Total Vendor 0024 - CENTRAL MANAGEMENT SERVICES LGHP				16,366.00	16,366.00		
Vendor 0765 - CHONG, GRYPHON							
230526GRYPHONCH 00014801	CHONG, GRYPHON A/V - MAY 16, 25 2023 001-101-50551	05/26/2023 MDIAZ A/V - MAY 16, 25 2023		100.00 100.00	100.00	Open	N 05/26/2023
Total Vendor 0765 - CHONG, GRYPHON				100.00	100.00		
Vendor 0718 - COMCAST BUSINESS							
230508COMCASTX1 00014747	COMCAST BUSINESS PHONE, OFF-SITE LIFT STATION - 4 TIMBERW 502-000-50710	05/08/2023 MDIAZ PHONE, OFF-SITE LIFT STATION - 4 TIMBERW		62.64 62.64	62.64	Open	N 05/15/2023

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 04/19/2023 - 06/02/2023

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0718 - COMCAST BUSINESS							
173325784 00014751	COMCAST BUSINESS POLICE & VILLAGE HALL TELEPHONE SERVICE 001-101-50520 001-110-50520	05/15/2023 MDIAZ		770.12 385.06 385.06	770.12	Open	N 05/16/2023
166433516 00014779	COMCAST BUSINESS POLICE & VILLAGE HALL TELEPHONE SERVICE 001-101-50520 001-110-50520	02/15/2023 MDIAZ		1,555.11 777.56 777.55	1,555.11	Open	N 05/23/2023
168696063 00014780	COMCAST BUSINESS POLICE & VILLAGE HALL TELEPHONE SERVICE 001-101-50520 001-110-50520	03/15/2023 MDIAZ		783.45 391.72 391.73	783.45	Open	N 05/23/2023
230515COMCASTX7 00014792	COMCAST BUSINESS VILLAGE CABLE, INTERNET, FAX 001-101-50710	05/15/2023 MDIAZ		484.25 484.25	484.25	Open	N 05/25/2023
230519COMCASTX1 00014800	COMCAST BUSINESS PHONE, OFF-SITE LIFT STATION - 1805 TRIL 502-000-50710	05/19/2023 MDIAZ		62.64 62.64	62.64	Open	N 05/26/2023
230524COMCASTX1 00014823	COMCAST BUSINESS INTERNET EXPENSE/CABLE /EMAIL 001-110-50520 001-110-60545	05/24/2023 MDIAZ		479.19 60.00 419.19	479.19	Open	N 06/01/2023
Total Vendor 0718 - COMCAST BUSINESS				4,197.40	4,197.40		
Vendor 0038 - COMED							
230518COMEDX011 00014786	COMED UTILITY EXPENSE - ELECTRIC 501-000-50710	05/18/2023 MDIAZ		28.21 28.21	28.21	Open	N 05/24/2023
Total Vendor 0038 - COMED				28.21	28.21		

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 04/19/2023 - 06/02/2023

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0038 - COMED							
Vendor 0297 - CONRAD POLYGRAPH, INC.							
5610							
00014821	CONRAD POLYGRAPH, INC.	05/31/2023		650.00	650.00	Open	N
	DENNIS SEARS JR. & TONY MATHEW POLYGRAPH MDIAZ						06/01/2023
	001-110-50090	DENNIS SEARS JR. & TONY MATHEW POLYGRAPH		650.00			
Total Vendor 0297 - CONRAD POLYGRAPH, INC.				650.00	650.00		
Vendor 0171 - DAVID SCHOENFELD							
23512DAVIDSCHOE							
00014767	DAVID SCHOENFELD	05/12/2023		272.11	272.11	Open	N
	VILLAGE EVENTS						05/17/2023
	001-101-60700	VILLAGE EVENTS		272.11			
Total Vendor 0171 - DAVID SCHOENFELD				272.11	272.11		
Vendor MISC - DIANE BASTIAN							
230516DIANEBAST							
00014756	DIANE BASTIAN	05/16/2023		51.28	51.28	Open	N
	MUNICIPAL GAS TAX REBATE						05/16/2023
	001-101-50601	GAS TAX REBATE		51.28			
Total Vendor MISC - DIANE BASTIAN				51.28	51.28		
Vendor 0276 - DIGITAL CURRENCY SYSTEMS							
QB112399							
00014778	DIGITAL CURRENCY SYSTEMS	05/22/2023		170.63	170.63	Open	N
	IT CONSULTANT						05/22/2023
	001-101-50365	IT CONSULTANT		170.63			
QB112682							
00014816	DIGITAL CURRENCY SYSTEMS	06/01/2023		1,010.57	1,010.57	Open	N
	IT CONSULTANT - MONTHLY RETAINER						06/01/2023
	001-101-50365	IT CONSULTANT		1,010.57			
Total Vendor 0276 - DIGITAL CURRENCY SYSTEMS				1,181.20	1,181.20		
Vendor 0570 - ERIC J.FERNANDEZ & CO.							

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 04/19/2023 - 06/02/2023

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Vendor 0570 - ERIC J.FERNANDEZ & CO.

121344 00014824	ERIC J.FERNANDEZ & CO. SSA 22 TIMBERS HOA CORPORATE TAX RETURN, MDIAZ 122-000-90900	05/04/2023		475.00	475.00	Open	N 06/01/2023
				475.00			

Total Vendor 0570 - ERIC J.FERNANDEZ & CO.

475.00	475.00
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Vendor 0049 - ERNIE'S WRECKER SERVICE

247760 00014775	ERNIE'S WRECKER SERVICE 2021 DODGE DURANGO #65 - OIL CHANGE 001-110-50010	05/18/2023 MDIAZ		65.20	65.20	Open	N 05/19/2023
		2021 DODGE DURANGO #65 - OIL CHANGE		65.20			

247767

00014776	ERNIE'S WRECKER SERVICE 2020 DODGE DURANGO #64 - OIL CHANGE 001-110-50010	05/18/2023 MDIAZ		65.20	65.20	Open	N 05/19/2023
		2020 DODGE DURANGO #64 - OIL CHANGE		65.20			

247770

00014789	ERNIE'S WRECKER SERVICE 2019 CHEVY TAHOE #67 - OIL CHANGE 001-110-50010	05/19/2023 MDIAZ		111.04	111.04	Open	N 05/24/2023
		2019 CHEVY TAHOE #67 - OIL CHANGE		111.04			

247782

00014790	ERNIE'S WRECKER SERVICE 2019 CHEVY TAHOE #67 - BRAKES 001-110-50010	05/23/2023 MDIAZ		547.81	547.81	Open	N 05/24/2023
		2019 CHEVY TAHOE #67 - BRAKES		547.81			

Total Vendor 0049 - ERNIE'S WRECKER SERVICE

789.25	789.25
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Vendor 0053 - FOX VALLEY FIRE & SAFETY

IN00601975 00014807	FOX VALLEY FIRE & SAFETY ANNUAL INSPECTION FIRE SPRINKLER SYSTEM 001-101-50120	05/18/2023 MDIAZ		340.00	340.00	Open	N 05/30/2023
		ANNUAL INSPECTION FIRE SPRINKLER SYSTEM		340.00			

Total Vendor 0053 - FOX VALLEY FIRE & SAFETY

340.00	340.00
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Vendor 0056 - GARVEY'S OFFICE PRODUCTS

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 04/19/2023 - 06/02/2023

POSTED AND UNPOSTED

OPEN

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0056 - GARVEY'S OFFICE PRODUCTS							
PINV2425480 00014766	GARVEY'S OFFICE PRODUCTS OFFICE SUPPLIES 001-101-60510	05/17/2023 MDIAZ OFFICE SUPPLIES		224.53 224.53	224.53	Open	N 05/17/2023
PINV2428491 00014784	GARVEY'S OFFICE PRODUCTS OFFICE SUPPLIES 001-101-60510	05/24/2023 MDIAZ OFFICE SUPPLIES		79.94 79.94	79.94	Open	N 05/24/2023
Total Vendor 0056 - GARVEY'S OFFICE PRODUCTS				304.47	304.47		
Vendor 0057 - GEWALT HAMILTON							
9770.002 - 4 00014827	GEWALT HAMILTON GENERAL VILLAGE ENGINEERING 001-101-50320	05/25/2023 MDIAZ GENERAL VILLAGE ENGINEERING		17,230.78 17,230.78	17,230.78	Open	N 06/02/2023
9770.008 - 7 00014828	GEWALT HAMILTON VILLAGE-WIDE STORMWATER STUDY 001-101-50320	05/25/2023 MDIAZ VILLAGE-WIDE STORMWATER STUDY		13,523.55 13,523.55	13,523.55	Open	N 06/02/2023
9770.004 - 2 00014829	GEWALT HAMILTON FLATWOODS HERITAGE CENTER 001-101-50320	05/25/2023 MDIAZ FLATWOODS HERITAGE CENTER		2,059.00 2,059.00	2,059.00	Open	N 06/02/2023
9770.150 - 1 00014830	GEWALT HAMILTON ROAD PROGRAM 001-104-50320	05/25/2023 MDIAZ ROAD PROGRAM		1,522.00 1,522.00	1,522.00	Open	N 06/02/2023
9770.264 - 4 00014831	GEWALT HAMILTON IEPA MS4 INSPECTION COORDINATION 001-104-50433	05/25/2023 MDIAZ IEPA MS4 INSPECTION COORDINATION		273.00 273.00	273.00	Open	N 06/02/2023
9770.345 - 4 00014832	GEWALT HAMILTON 2022 DEERFIELD ROAD WATER MAIN 501-000-80202	05/25/2023 MDIAZ 2022 DEERFIELD ROAD WATER MAIN		8,777.24 8,777.24	8,777.24	Open	N 06/02/2023

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 04/19/2023 - 06/02/2023

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Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0057 - GEWALT HAMILTON							
9770.347 - 2 00014833	GEWALT HAMILTON WATER INFRASTRUCTURE IMPRV 501-000-50320	05/25/2023 MDIAZ		994.50	994.50	Open	N 06/02/2023
		WATER INFRASTRUCTURE IMPRV		994.50			
9770.348 - 5 00014834	GEWALT HAMILTON SAUNDERS RD WATER MAIN REPLACEMENT 501-000-80202	05/25/2023 MDIAZ		2,862.00	2,862.00	Open	N 06/02/2023
		SAUNDERS RD WATER MAIN REPLACEMENT		2,862.00			
9770.604 - 34 00014835	GEWALT HAMILTON WATER SYSTEM OPERATIONS 501-000-50320	05/25/2023 MDIAZ		21,616.50	21,616.50	Open	N 06/02/2023
		WATER SYSTEM OPERATIONS		21,616.50			
9770.606 - 4 00014836	GEWALT HAMILTON UTILITY BILLING 501-000-50320	05/24/2023 MDIAZ		4,435.00	4,435.00	Open	N 06/02/2023
		UTILITY BILLING		4,435.00			
9770.401 - 1 00014837	GEWALT HAMILTON GENERAL GIS 001-101-50320	05/25/2023 MDIAZ		477.00	477.00	Open	N 06/02/2023
		GENERAL GIS		477.00			
9770.811 - 4 00014838	GEWALT HAMILTON TIF 1 - THORNTONS 503-000-50320	05/25/2023 MDIAZ		742.00	742.00	Open	N 06/02/2023
		TIF 1 - THORNTONS		742.00			
9770.821 - 3 00014839	GEWALT HAMILTON TIF 2 - FEDERAL LIFE 504-000-50320	05/25/2023 MDIAZ		2,730.00	2,730.00	Open	N 06/02/2023
		TIF 2 - FEDERAL LIFE		2,730.00			
Total Vendor 0057 - GEWALT HAMILTON				<u>77,242.57</u>	<u>77,242.57</u>		
Vendor MISC - GREEN BUILDING TECHNOLOGIES							
230515GREENBLDG 00014754	GREEN BUILDING TECHNOLOGIES COST SHARE REIMBURESEMENT - NATIVE SEEDI 001-106-50860	05/15/2023 MDIAZ		4,000.00	4,000.00	Open	N 05/16/2023
		NATIVE SEEDING & PLANTING		4,000.00			
Total Vendor MISC - GREEN BUILDING TECHNOLOGIES							

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor MISC - GREEN BUILDING TECHNOLOGIES							
				4,000.00	4,000.00		
Vendor MISC - HENRY DURBALA							
230530HENRYDURB							
00014814	HENRY DURBALA	05/30/2023		400.00	400.00	Open	N
	BAT HOUSE X2		MDIAZ				05/31/2023
	001-101-50142	WOODLAND PRESERVE - GROUNDS		400.00			
Total Vendor MISC - HENRY DURBALA				400.00	400.00		
Vendor 0754 - HOWARD SIMON							
12386223							
00014809	HOWARD SIMON	05/30/2023		38.50	38.50	Open	N
	PAYROLL SERVICES, 05/31/2023		MDIAZ				05/30/2023
	001-101-50370	PAYROLL SERVICES, 05/31/2023		38.50			
Total Vendor 0754 - HOWARD SIMON				38.50	38.50		
Vendor UB REFUND - HUDSON HOMES MANAGEMENT, LLC							
05/17/2023							
00014768	HUDSON HOMES MANAGEMENT, LLC	05/17/2023	05/03/2023	55.62	55.62	Open	N
	UB refund for account: 08-553-02		MDIAZ				04/19/2023
	501-000-20110	ACCOUNTS PAYABLE		55.62			
Total Vendor UB REFUND - HUDSON HOMES MANAGEMENT, LLC				55.62	55.62		
Vendor UB REFUND - IHOR SHVETSOV							
05/17/2023							
00014769	IHOR SHVETSOV	05/17/2023	05/03/2023	30.00	30.00	Open	N
	UB refund for account: 05-098-01		MDIAZ				04/19/2023
	501-000-20110	ACCOUNTS PAYABLE		30.00			
Total Vendor UB REFUND - IHOR SHVETSOV				30.00	30.00		
Vendor 0771 - INDIGO ECOLOGICAL DESIGN, LLC							
1104							
00014826	INDIGO ECOLOGICAL DESIGN, LLC	06/01/2023		1,057.42	1,057.42	Open	N
	LANDSCAPE DESIGN PROJECT - POLICE STATIO		MDIAZ				06/02/2023
	001-101-50130	LANDSCAPE DESIGN PROJECT-POLICE STATION		1,057.42			

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Vendor 0771 - INDIGO ECOLOGICAL DESIGN, LLC							
Total Vendor 0771 - INDIGO ECOLOGICAL DESIGN, LLC				1,057.42	1,057.42		
Vendor 0670 - JOHN VENTRELLA							
230522JOHNV 00014782	JOHN VENTRELLA CPR CARD REIMBURSEMENT 001-110-50630	05/22/2023 MDIAZ CPR CARD REIMBURSEMENT		102.00	102.00	Open	N 05/23/2023
Total Vendor 0670 - JOHN VENTRELLA				102.00	102.00		
Vendor UB REFUND - KEIL/KATIE ZORNOW/KOENIG							
05/17/2023 00014770	KEIL/KATIE ZORNOW/KOENIG UB refund for account: 08-205-02 501-000-20110	05/17/2023 MDIAZ ACCOUNTS PAYABLE	05/03/2023	6.24	6.24	Open	N 04/19/2023
Total Vendor UB REFUND - KEIL/KATIE ZORNOW/KOENIG				6.24	6.24		
Vendor 0098 - KUSTOM SIGNALS INC							
603193 00014777	KUSTOM SIGNALS INC POLICE OFFICERS EQUIP. 001-110-50070	05/16/2023 MDIAZ POLICE OFFICERS EQUIP.		59.40	59.40	Open	N 05/19/2023
Total Vendor 0098 - KUSTOM SIGNALS INC				59.40	59.40		
Vendor 0101 - LAKE COUNTY COLLECTOR							
1524304044, 202 00014794	LAKE COUNTY COLLECTOR PIN NUMBER 15-24-304-044 001-101-90900	05/08/2023 MDIAZ PIN NUMBER 15-24-304-044		15.92	15.92	Open	N 05/25/2023
1524400034, 202 00014795	LAKE COUNTY COLLECTOR PIN NUMBER 15-24-400-034 001-101-90900	05/08/2023 MDIAZ PIN NUMBER 15-24-400-034		61.82	61.82	Open	N 05/25/2023

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

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Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0101 - LAKE COUNTY COLLECTOR							
1619302018, 202 00014796	LAKE COUNTY COLLECTOR PIN NUMBER 16-19-302-018 001-101-90900	05/08/2023 MDIAZ		9.10	9.10	Open	N 05/25/2023
		PIN NUMBER 16-19-302-018		9.10			
1630302013, 202 00014797	LAKE COUNTY COLLECTOR PIN NUMBER 16-30-302-013 001-101-90900	05/08/2023 MDIAZ		33.80	33.80	Open	N 05/25/2023
		PIN NUMBER 16-30-302-013		33.80			
1630302014, 202 00014798	LAKE COUNTY COLLECTOR PIN NUMBER 16-30-302-014 001-101-90900	05/08/2023 MDIAZ		106.60	106.60	Open	N 05/25/2023
		PIN NUMBER 16-30-302-014		106.60			
1630302049, 202 00014799	LAKE COUNTY COLLECTOR PIN NUMBER 16-30-302-049 001-101-90900	05/08/2023 MDIAZ		14.00	14.00	Open	N 05/25/2023
		PIN NUMBER 16-30-302-049		14.00			
Total Vendor 0101 - LAKE COUNTY COLLECTOR				<u>241.24</u>	<u>241.24</u>		
Vendor 0108 - LAKE COUNTY STORMWATER MGT. RIVERWOODS-2023							
00014752	LAKE COUNTY STORMWATER MGT. OPERATION AND MAINTENANCE OF GAUGE FY202 001-101-50360	06/01/2023 MDIAZ		4,800.00	4,800.00	Open	N 05/16/2023
		OPERATION AND MAINTENANCE OF GAUGE FY23		4,800.00			
Total Vendor 0108 - LAKE COUNTY STORMWATER MGT.				<u>4,800.00</u>	<u>4,800.00</u>		
Vendor 0115 - LUND INDUSTRIES							
103442 00014793	LUND INDUSTRIES 2021 DODGE DURANGO SQUAD #65 - INSTALL E 001-110-50010	05/24/2023 MDIAZ		1,091.10	1,091.10	Open	N 05/25/2023
		2021 DODGE DURANGO SQUAD #65 - INSTALL		1,091.10			
Total Vendor 0115 - LUND INDUSTRIES				<u>1,091.10</u>	<u>1,091.10</u>		
Vendor 0531 - MELISSA C.WACH							

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

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Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0531 - MELISSA C.WACH							
230601WACH 00014815	MELISSA C.WACH MAY 2023 PROSECUTION LEGAL FEES 001-110-50330	06/01/2023 MDIAZ LEGAL EXPENSE		5,958.00	5,958.00	Open	N 06/01/2023
Total Vendor 0531 - MELISSA C.WACH				<u>5,958.00</u>	<u>5,958.00</u>		
Vendor 0125 - MICHAEL P.MURRIN							
230531MURRIN 00014812	MICHAEL P.MURRIN PLUMBING INSPECTIONS FOR MAY 2023 001-102-50380	05/31/2023 MDIAZ PLUMBING INSPECTIONS FOR MAY 2023		420.00	420.00	Open	N 05/31/2023
Total Vendor 0125 - MICHAEL P.MURRIN				<u>420.00</u>	<u>420.00</u>		
Vendor 0131 - NAPA AUTO PARTS							
148255 00014787	NAPA AUTO PARTS AUTO PARTS-STP OIL TRTMNT, SYNOW20, WAHS 001-110-50010	05/19/2023 MDIAZ AUTO - REPAIRS & MAINTENANCE		90.90	90.90	Open	N 05/24/2023
Total Vendor 0131 - NAPA AUTO PARTS				<u>90.90</u>	<u>90.90</u>		
Vendor 0449 - NORTH SHORE GAS							
230214NSGASX191 00014757	NORTH SHORE GAS UTILITIES EXPENSE - GAS 001-101-50710	02/14/2023 MDIAZ UTILITIES EXPENSE - GAS		435.88	435.88	Open	N 05/16/2023
230314NSGASX191 00014758	NORTH SHORE GAS UTILITIES EXPENSE - GAS 001-101-50710	03/14/2023 MDIAZ UTILITIES EXPENSE - GAS		437.36	437.36	Open	N 05/16/2023
230412NSGASX191 00014759	NORTH SHORE GAS UTILITIES EXPENSE - GAS 001-101-50710	04/12/2023 MDIAZ UTILITIES EXPENSE - GAS		367.37	367.37	Open	N 05/16/2023

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0449 - NORTH SHORE GAS							
230515NSGASX191							
00014760	NORTH SHORE GAS	05/15/2023		265.96	265.96	Open	N
	UTILITIES EXPENSE - GAS	MDIAZ					05/16/2023
	001-101-50710	UTILITIES EXPENSE - GAS		265.96			
230214NSGASX066							
00014761	NORTH SHORE GAS	02/14/2023		1.56	1.56	Open	N
	UTILITIES EXPENSE - GAS	MDIAZ					05/16/2023
	501-000-50710	UTILITIES EXPENSE - GAS		1.56			
230314NSGASX066							
00014762	NORTH SHORE GAS	03/14/2023		70.68	70.68	Open	N
	UTILITIES EXPENSE - GAS	MDIAZ					05/16/2023
	501-000-50710	UTILITIES EXPENSE - GAS		70.68			
230412NSGASX066							
00014763	NORTH SHORE GAS	04/12/2023		75.36	75.36	Open	N
	UTILITIES EXPENSE - GAS	MDIAZ					05/16/2023
	501-000-50710	UTILITIES EXPENSE - GAS		75.36			
230515NSGASX066							
00014764	NORTH SHORE GAS	05/15/2023		88.73	88.73	Open	N
	UTILITIES EXPENSE - GAS	MDIAZ					05/16/2023
	501-000-50710	UTILITIES EXPENSE - GAS		88.73			
Total Vendor 0449 - NORTH SHORE GAS				1,742.90	1,742.90		
Vendor 0141 - NORTHERN ILLINOIS POLICE							
15062							
00014788	NORTHERN ILLINOIS POLICE	05/20/2023		35.00	35.00	Open	N
	NIPAS ANNAUL MEETING & AWARDS LUNCHEON, MDIAZ						05/24/2023
	001-110-50620	NIPAS ANNAUL MEETING & AWARDS LUNCHEON		35.00			
Total Vendor 0141 - NORTHERN ILLINOIS POLICE				35.00	35.00		
Vendor 0145 - NSSRA							
805							
00014805	NSSRA	05/24/2023		22,293.08	22,293.08	Open	N
	2ND INSTALLMENT 2023 MEMBER AGENCY CONTR MDIAZ						05/30/2023
	001-101-60650	2ND INSTALLMENT 2023 MEMBER AGENCY CONTR		22,293.08			

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

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Vendor 0145 - NSSRA							
795 00014806	NSSRA 2023 ANNUAL INCLUSION ESTIMATE - 1ST INS MDIAZ 001-101-60650	05/24/2023		1,773.46	1,773.46	Open	N 05/30/2023
				2023 ANNUAL INCLUSION ESTIMATE - 1ST INS	1,773.46		
Total Vendor 0145 - NSSRA				<u>24,066.54</u>	<u>24,066.54</u>		
Vendor 0133 - QUADIENT FINANCE USA, INC.							
230514QUAD 00014774	QUADIENT FINANCE USA, INC. POSTAGE 001-101-50510	05/14/2023		79.24	79.24	Open	N 05/19/2023
				MDIAZ POSTAGE EXPENSE	79.24		
Total Vendor 0133 - QUADIENT FINANCE USA, INC.				<u>79.24</u>	<u>79.24</u>		
Vendor 0134 - QUADIENT, INC.							
N9951371 00014803	QUADIENT, INC. POSTAGE EQUIPMENT - LEASE PAYMENT 001-101-60512	05/21/2023		947.97	947.97	Open	N 05/26/2023
				MDIAZ POSTAGE EQUIPMENT - LEASE PAYMENT	947.97		
Total Vendor 0134 - QUADIENT, INC.				<u>947.97</u>	<u>947.97</u>		
Vendor UB REFUND - RICH MERRIFIELD							
05/17/2023 00014771	RICH MERRIFIELD UB refund for account: 05-128 501-000-20110	05/17/2023	05/03/2023	284.46	284.46	Open	N 04/19/2023
				MDIAZ ACCOUNTS PAYABLE	284.46		
Total Vendor UB REFUND - RICH MERRIFIELD				<u>284.46</u>	<u>284.46</u>		
Vendor 0631 - SE INC.							
23-32486 00014818	SE INC. REPLACED BOARDS ON GARBAGE CORRAL GATES 001-110-50111	05/25/2023		193.58	193.58	Open	N 06/01/2023
				MDIAZ REPLACED BOARDS ON GARBAGE CORRAL GATES	193.58		

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

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Vendor 0631 - SE INC.							
23-32449 00014819	SE INC. SET-UP 4 TABLES/CHAIRS IN PREP FOR PLANT MDIAZ 001-101-50115	05/08/2023		172.50	172.50	Open	N 06/01/2023
				172.50			
23-32485 00014820	SE INC. EXTENSION OF MICROPHONE CABLES AT BOARD MDIAZ 001-101-50115	05/08/2023		632.73	632.73	Open	N 06/01/2023
				632.73			
Total Vendor 0631 - SE INC.				998.81	998.81		
Vendor 0183 - SUPERIOR INDUSTRIAL SUPPLY INC							
190186A 00014804	SUPERIOR INDUSTRIAL SUPPLY INC COPY PAPER, PAPER TOWELS 001-101-60510	05/24/2023		212.70	212.70	Open	N 05/30/2023
				212.70			
Total Vendor 0183 - SUPERIOR INDUSTRIAL SUPPLY INC				212.70	212.70		
Vendor MISC - TODD SCHLESINGER							
23524TODDSCHLES 00014785	TODD SCHLESINGER COST SHARE REIMBURESEMENT - NATIVE SEED MDIAZ 001-106-50860	05/24/2023		1,891.68	1,891.68	Open	N 05/24/2023
				1,891.68			
Total Vendor MISC - TODD SCHLESINGER				1,891.68	1,891.68		
Vendor 0717 - VALLECILLOS, JOSE							
7978 00014781	VALLECILLOS, JOSE SSA 19 SNOW REMOVAL - 021423 & 022523 MDIAZ 119-000-50180	03/06/2023		1,800.00	1,800.00	Open	N 05/23/2023
				1,800.00			
Total Vendor 0717 - VALLECILLOS, JOSE				1,800.00	1,800.00		
Vendor 0206 - VERIZON WIRELESS							

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Vendor 0206 - VERIZON WIRELESS							
9935040879 00014791	VERIZON WIRELESS TELEPHONE EXPENSE 001-101-50520 001-110-50520	05/16/2023 MDIAZ TELEPHONE EXPENSE TELEPHONE EXPENSE		667.13 232.98 434.15	667.13	Open	N 05/24/2023
Total Vendor 0206 - VERIZON WIRELESS				667.13	667.13		
Vendor 0238 - VILLAGE OF BUFFALO GROVE							
2023-00000023 00014755	VILLAGE OF BUFFALO GROVE CPR INSTRUCTION 001-110-50630	04/28/2023 MDIAZ CPR INSTRUCTION		150.00 150.00	150.00	open	N 05/16/2023
Total Vendor 0238 - VILLAGE OF BUFFALO GROVE				150.00	150.00		
Vendor 0209 - VILLAGE OF NORTHBROOK							
230601NBK 00014817	VILLAGE OF NORTHBROOK WATER PURCHASE 501-000-50770	06/01/2023 MDIAZ WATER PURCHASE		42,425.80 42,425.80	42,425.80	Open	N 06/01/2023
Total Vendor 0209 - VILLAGE OF NORTHBROOK				42,425.80	42,425.80		
Vendor 0764 - WEX BANK							
89253231 00014765	WEX BANK MONTHLY FUEL 001-110-60550	05/15/2023 MDIAZ MONTHLY FUEL		1,395.35 1,395.35	1,395.35	Open	N 05/16/2023
Total Vendor 0764 - WEX BANK				1,395.35	1,395.35		
Vendor 0761 - WRB LLC							
2023-07 00014750	WRB LLC CONSULTANT 001-101-50360	05/05/2023 MDIAZ CONSULTANT		29,636.55 29,636.55	29,636.55	Open	N 05/15/2023
Total Vendor 0761 - WRB LLC				29,636.55	29,636.55		

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Vendor 0761 - WRB LLC

# of Invoices:	93	# Due:	93	Totals:	287,467.81	287,467.81
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					287,467.81	287,467.81

--- TOTALS BY FUND ---

001 GENERAL	153,910.83	153,910.83
119 HIAWATHA WOODS	1,800.00	1,800.00
122 SSA 22 TIMBERS ROAD	475.00	475.00
501 CONSOLIDATED WATER FUND	127,684.70	127,684.70
502 SEWER FUND	125.28	125.28
503 MILWAUKEE/DEERFIELD TIF	742.00	742.00
504 TIF # 2 - FEDERAL LIFE	2,730.00	2,730.00

--- TOTALS BY DEPT/ACTIVITY ---

000	133,556.98	133,556.98
101 ADMINISTRATION	102,894.48	102,894.48
102 BUILDING DEPARTMENT	12,020.78	12,020.78
104 ROAD & BRIDGE & STORM WATER	1,795.00	1,795.00
106 WOODLAND MANAGEMENT	7,241.68	7,241.68
110 POLICE	29,958.89	29,958.89

POLICE REPORT



Riverwoods Police Incident Analysis Report

Summary by Incident Type

6/6/2023

Activity Through June 1st of Each Year

Incident Type	2023 YTD	This Time 2022 YTD
46 (7503) (Mortorist Assist)	33	42
50 PD (7572) (Crash Property Damage)	30	36
50 PI (7571) (Crash Personal Injury)	11	6
50 Priv Prop (7573) (Crash Private Property)	3	2
911 Hang up (7911)	3	8
Ambulance (7021)	148	104
Animal Problem (7245)	17	25
AOA (7001)	75	98
Armed Robbery (0310)	-	-
Assault (0500)	-	-
Attempt Suicide (7221)	-	1
Battery - Simple (0460)	1	1
Battery (0400)	1	1
Burg - From Motor Veh (0760)	-	-
Burglar Alarm (7082)	124	78
Burglary - Residential (0625)	3	2
Burglary (0600)	1	1
Cell 911 (7912)	-	1
Child Seat Inspect (7042)	2	3
Construction Comp (7078)	1	-
Controlled Substance (2000)	-	-
Credit Card Fraud (1150)	1	2
Crim Damage to Prop (1310)	6	-
Crim Sexual Assault (1563)	-	-
Crim Trespass to Land (1330)	1	-
Crim Trespass to Veh (1360)	-	-
Death Investigation (7231)	1	2
Deceptive Practice (1110)	4	2
Domestic Battery (0486)	-	-
Domestic Trouble (7130)	12	9
DUI (2410)	19	25
Fingerprinting (7039)	7	1
Fire Alarm (0733)	19	12
Fire Call (7024)	20	12
Fireworks Complaints (3001)	1	-
Forgery (1120)	-	-
Found Animal (7246)	2	5
Found Prop. (7156)	3	-
Harassment by Telephone (2825)	1	-
Hold Up Alarm (7083)	12	5
Identity Theft (7198)	4	7
Lock out - Vehicle (7051)	5	7
Lost / Mislaid Prop (7144)	2	6
Missing Person (7178)	1	2
Noise Comp (7078)	10	12
Notification (7049)	8	7
Other Comp (7079)	32	26
Other Investigation (7199)	14	10

Incident Type	2023 YTD	This Time 2022 YTD
Other Trouble (7139)	2	-
Parking Complaint (7522)	3	3
Premise Exam (7041)	768	651
Public Service (7040)	25	16
Roadway Debris (7250)	12	8
Solicitor (7063)	10	1
Suicide (7211)	-	-
Suspicious Auto (7123)	27	24
Suspicious Person (7123)	15	12
Telephone Threat (2820)	-	-
Theft from Motor Veh (0710)	-	2
Theft of Motor Veh (0910)	1	-
Theft Over \$500 (0815)	2	-
Theft Under \$500 (0825)	2	1
Traffic Complaint (7521)	24	21
Turned in Weapon/Ammo (7160)	1	1
Village Ord. Violation (7500)	10	7
Well Being Check (7045)	21	16
Total:	1561	1324
Crime Prevention Notices	277	232
Case Reports	78	85
Traffic Stops	707	809
Number of Citations issued	296	338
Number of Persons Issued Citations	195	232

7 houses are currently on the Vacation Watch list and are checked regularly.



MEMORANDUM

To: Board of Trustees for The Village of Riverwoods
From: Mayor Ford
Date: June 1, 2023
Re: Effort to Evaluate Bridge Industrial's proposal for Baxter Campus

Before the June 6 BOT meeting, the Village Attorney was asked to provide an overview of the current Bridge Industrial proposal (see attached memo). If the Village were to entertain a proposal over which we had jurisdiction, the memo provides a useful summary at a high level of the types of concerns that need to be addressed with distribution centers. Our opposition to the current Bridge Industrial proposal should be principled and based on the quality of evaluation we would undertake if we were the reviewing authority.

In considering Thorngate's objections to the site's rezoning, and as we continue to review both Bridge's and Thorngate's third-party evaluations of air quality and traffic and/or entertain proposal modifications from Bridge, we must keep the Board's independent duties top of mind.

As elected officials, we should remain willing to consider the evidence when evaluating *any* proposal impacting the Village. We must remember:

- The Board has been entrusted with making decisions that are best for the residents of the *entire* Village, no matter where they live.
- To make those decisions, the Board must *actively seek* to learn about and understand all intentions, drawbacks, public benefits, potential outcomes, and costs of any proposal.
- The Board must be conscious of the Village's relationship to our municipal neighbors and how we function so that our expanded community can grow and prosper. We are *bound* to them in a variety of ways, from schools to public services, and these relationships are important and long-lasting.
- The Board must weigh what any change means for our community in the *short-term and long-term*, and also what any inaction means in the short- or long-term.
- As we continue to receive information, it may become advisable to retain certain outside experts (e.g., for consulting on air quality issues).

We will continue to listen to Thorngate's concerns and those of any other interested party, and those concerns will be a part of our decision-making process. However, we must always act based on a full review and analysis of all facts to deliver an outcome that will benefit the entire Village of Riverwoods.

Long after decisions like these are reached, regardless of what those decisions are, we will need to be and act as one community.



MEMORANDUM

To: Riverwoods Board of Trustees
From: Bruce Huvard, Village Attorney
Date: June 1, 2023
Re: First Review of Bridge Industrial's proposal for Baxter Campus

At the regular May 2, 2023, meeting of the Riverwoods Board of Trustees, the Board stated its opposition to the proposed industrial warehouse development on the Baxter Campus in the Village of Deerfield. Residents of the Thorngate Subdivision have retained independent counsel and will be presenting objections to the zoning application at the reconvened meeting of the Deerfield Plan Commission on June 8, 2023. At the request of the Board, I have been discussing the deficiencies in the proposal with Thorngate's independent counsel. This memo is not intended as a confidential analysis of legal issues.

Our analysis is aided by the fact that the Village of Riverwoods did receive a proposal for a distribution center for a Milwaukee Avenue parcel in late 2021. We investigated best practices and researched zoning issues. The developer submitted a traffic report from the same firm that prepared the report for Bridge Industrial. In the end, that proposal was eventually abandoned for reasons having to do with lack of signalized access to Milwaukee Avenue.

Through that process, we became better informed of the newest research on the hazards of particulate pollution and best practices for locating and managing a large, modern warehouse.

We considered the experience of jurisdictions where substantial waves of e-commerce warehouse development have occurred.

California Attorney General

In 2019, the California Attorney General, Bureau of Environmental Justice, reacting to the profusion of these new forms of e-commerce warehouses, issued a guidance memorandum entitled "Warehouse Projects: Best Practices and Mitigation Measures to Comply with the

California Environmental Quality Act”. Summarizing the potential harms of new forms of warehouse development, the memorandum states:

When done properly, these activities can contribute to the economy and consumer welfare. However, imprudent warehouse development can harm local communities and the environment. Among other pollutants, diesel trucks visiting warehouses emit nitrogen oxide (NO_x)—a primary precursor to smog formation and a significant factor in the development of respiratory problems like asthma, bronchitis, and lung irritation—and diesel particulate matter (a subset of fine particular matter that is smaller than 2.5 micrometers)—a contributor to cancer, heart disease, respiratory illnesses, and premature death. Trucks and on-site loading activities can also be loud, bringing disruptive noise levels during 24/7 operation that can cause hearing damage after prolonged exposure. The hundreds, and sometimes thousands, of daily truck and passenger car trips that warehouses generate contribute to traffic jams, deterioration of road surfaces, and traffic accidents. These environmental impacts also tend to be concentrated in neighborhoods already suffering from disproportionate health impacts. [footnotes omitted]

The memorandum then lists a number of best practices, some of which can be summarized as:

1. Engage in proactive planning with early and consistent community engagement.
2. Locate warehouses at least 1,000 feet from the property lines of the nearest sensitive receptors (such as residential neighborhoods).
3. Provide adequate areas for on-site parking, on-site queuing, and truck check-in that prevent trucks and other vehicles from parking or idling on public streets.
4. Place facility entry and exit points from the public street away from sensitive receptors, e.g., placing these points on the north side of the facility if sensitive receptors are adjacent to the south side of the facility.

The memorandum continues: “Emissions of air pollutants and greenhouse gases are often among the most substantial environmental impacts from new warehouse facilities.” Accordingly, local agencies should:

...consider designing projects with their long-term viability in mind. Constructing the necessary infrastructure to prepare for the zero-emission future of goods movement not only reduces a facility’s emissions and local impact now, but it can also save money as regulations tighten and demand for zero-emission infrastructure grows. In planning new logistics facilities, the Bureau strongly encourages developers to consider the local, statewide, and global impacts of their projects’ emissions.

5. When studying air quality and greenhouse gas impacts, the project should include a health risk assessment.
6. Numerous best practices for mitigating air quality and greenhouse gas impacts during construction and during operations are listed. Among these steps are:
 - Requiring all heavy-duty vehicles entering or operated on the project site to be zero-emission beginning in 2030.
 - Requiring tenants to use zero-emission light- and medium-duty vehicles as part of business operations.

Note: California first passed the Advanced Clean Trucks (ACT) rule in 2020. The rule was issued under a Clean Air Act preemption waiver allowing states to impose more stringent standards (though the waiver is currently being challenged in court). The ACT rule has been adopted in California and by seven other states. It imposes a requirement for medium- and heavy-duty fleets to purchase an increasing percentage of zero-emission trucks. Illinois has not passed this rule.

- Forbidding trucks from idling for more than two minutes and requiring operators to turn off engines when not in use.
- Installing and maintaining, at the manufacturer's recommended maintenance intervals, an air monitoring station proximate to sensitive receptors and the facility for the life of the project, and making the resulting data publicly available in real time. While air monitoring does not mitigate the air quality or greenhouse gas impacts of a facility, it nonetheless benefits the affected community by providing information that can be used to improve air quality or avoid exposure to unhealthy air.
- Constructing electric truck charging stations proportional to the number of dock doors at the project.
- Constructing electric plugs for electric transport refrigeration units at every dock door, if the warehouse use could include refrigeration.
- Constructing electric light-duty vehicle charging stations proportional to the number of parking spaces at the project.
- Requiring operators to establish and promote a rideshare program that discourages single-occupancy vehicle trips and provides financial incentives for alternate modes of transportation, including carpooling, public transit, and biking.

7. Numerous best practices for mitigating noise impacts are listed. Among these steps are:

- Limiting operation hours to daytime hours on weekdays.
- Paving roads where truck traffic is anticipated with low noise asphalt.

8. Numerous best practices for mitigating traffic impacts are listed. Among these steps are:

- Restricting the turns trucks can make entering and exiting the facility to route trucks away from sensitive receptors.

New Jersey State Planning Commission

The New Jersey State Planning Commission approved a policy on “Distribution Warehousing and Goods Movement Guidelines”, dated September 7, 2022. The New Jersey Guidelines explain that a traditional warehouse is used for storing goods for extended periods of time.

The main difference between traditional and distribution warehouse functions relates to the time the inventory spends within a facility. The latter see much greater product loading and unloading flow velocity (usually less than a few days), especially at fulfillment centers, which deliver goods direct to customers within less than 48 hours in high throughput facilities.

The Institute of Traffic Engineers (ITE) publishes a Trip Generation Manual to estimate the number of trips to and from a facility. In recent 11th Edition of the ITE manual, there are six different categories of warehouses. The New Jersey Guidelines then state:

For simplicity, these can be aggregated into three main types of distribution and fulfillment warehouses that are associated with today’s e-commerce landscape and logistics (i.e., freight) infrastructure. Each is situated in a strategic location and carries out a somewhat distinct activity. They include

- Distribution facilities
- Fulfillment centers, and
- Last-mile fulfillment facilities or stations.

Keep in mind that this and other guidance is highly variable for specific types of warehousing uses as industry definitions, warehouse uses, and technology are constantly evolving and changing. There can be substantive variability within a single warehousing development based on type, intensity, and the potential for misclassification.

The New Jersey Guidelines state that municipalities should conduct comprehensive reviews of their land use plans and adopt zoning that distinguishes among types of warehouse use.

Warehouse development comes in many shapes and sizes, and zoning should evolve to keep up with the changing variety of uses and trends. These differences could mean dramatically different impacts and outcomes, and whether a project is compatible with a site and beneficial to a community. Land use regulations should not simply lump “general industrial” or “warehouse” together, as they can be profoundly different, entailing different impacts, which warrant greater specificity as to appropriate siting and design standards where permitted. As such, it has never been more important that municipalities update and refine their planning, zoning, and development regulations to differentiate among warehouse use types.

The New Jersey Guidelines incorporate many best practices similar to the suggestions from the California Attorney General. New Jersey is one of the states that has adopted the ACT rule requiring a phase-in of zero emissions vehicles.

An aspect of the New Jersey Guidelines referring to a Good Neighbor Policy is worth quoting:

In any case, when a municipality receives either a concept plan or preliminary and/or major site plan meeting certain established criteria, representatives from adjacent or nearby municipalities, affected counties, and relevant state agencies should be noticed and invited to provide comments through the duration of the application approval process. In addition, and as part of any good neighbor policy, municipalities are strongly encouraged to establish expanded public notice requirements to adjacent and nearby municipalities, particularly those sharing a proposed freight route, to increase transparency and provide meaningful opportunities for inter-municipal dialogue and public comments.

The use of zoning and special use approvals is recommended as a driver of specific performance standards for noise, glare, vibrations, traffic, and Complete and Green Streets:

As the primary public health concern with the siting of warehouse facilities is diesel truck emissions, zoning, among other tools such as overlay zoning, conditional use requirements, redevelopment plans/redeveloper agreements, and enhanced site design/performance standards, could further clarify pollution reduction and mitigation standards, and instances where certain types or intensities of warehouse uses would be permissible.

Application to Bridge Industrial Proposal

Contemplating the available guidelines, in view of the current process for approving Bridge Industrial, we note several broad deficiencies:

1. There has been no community planning between adjoining communities when one community is disproportionately affected. The compatibility of an e-commerce warehouse with existing zoning of nearby properties has not been discussed when the spillover effects are considerable.

2. The nearest buildings do not observe the minimum 1,000 foot buffer provided in exemplary Good Neighbor Policies. The suggested buffer is a minimum.

3. The proposal does not identify the users – and the range of impacts from different tenants is not explored. The traffic report assumes only the base case of simple warehouse – different users generate significantly more traffic. The planned development approval for speculative end users is akin to approving an apartment development in the abstract that can house 500 or 5,000 occupants.

4. The facility would share the single intersection (Baxter/Thorngate) used by a sensitive receptor (Thorngate community). The turning movements in this intersection have not been considered to avoid interference. The number and composition of trucks queuing to exit the facility (due to the timing of the signal at Baxter/Thorngate) suggests idling trucks will be much closer to a sensitive receptor than is suggested by guidelines.

5. The air quality report is based on a traffic generation assumption of a general warehouse. The EPA air quality model for measuring emissions would not actually measure localized air quality variations due to queuing vehicles (e.g., at the Baxter/Thorngate intersection). The measurement of particulates at the neighborhood level is a complex topic and should be further provided as an ongoing tool with advice of appropriate experts.¹ No health risk assessment has been provided.

6. There are no proposed performance standards, such as requiring zero emission vehicles, requiring curtailment of operations when particulate concentrations are excessive, or limiting hours of operation, vibrations and noise.

The granting of a special use for Bridge Industrial, absent a specific end user, amounts to a blanket approval for a warehouse. But, as multiple guidelines suggest, zoning of a traditional warehouse is inadequate for the regulation of a modern e-commerce center.

¹ Mukherjee, Anondo, Steven G. Brown, Michael C. McCarthy, Nathan R. Pavlovic, Levi G. Stanton, Janice Lam Snyder, Stephen D’Andrea, and Hilary R. Hafner. 2019. "Measuring Spatial and Temporal PM_{2.5} Variations in Sacramento, California, Communities Using a Network of Low-Cost Sensors" *Sensors* 19, no. 21: 4701. <https://doi.org/10.3390/s19214701>; also see Zimmerman, N., Li, H.Z., Ellis, A., Hauryliuk, A., Robinson, E.S., Gu, P., Shah, R.U., Ye, Q., Snell, L., Subramanian, R., Robinson, A.L., Apte, J.S. and Presto, A.A. (2020). Improving Correlations between Land Use and Air Pollutant Concentrations Using Wavelet Analysis: Insights from a Low-cost Sensor Network. *Aerosol Air Qual. Res.* 20: 314-328. <https://doi.org/10.4209/aaqr.2019.03.0124>

NEW BUSINESS

Agenda Item 11 (a)



May 26, 2023

Mayor Kristine Ford and Board of Trustees
Village of Riverwoods
300 Portwine Road
Riverwoods, Illinois 60015

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

www.gha-engineers.com

Re: 2023 Municipal Partnership Initiative
Sanitary Sewer Lining
Bid Results and Recommendation

Dear Mayor Ford and Trustees:

The Village of Riverwoods participated in a Municipal Partnership Initiative (MPI) to rehabilitate sanitary sewers through cured-in-place pipe practices. The MPI allows municipalities to partner together to bid and award contracts in order to get more favorable pricing to complete work. **This year's Sewer Rehabilitation MPI project was led by the Village of Arlington Heights.**

On Tuesday, March 15th, 2023 bid proposals for the Sewer Rehabilitation MPI project were received, opened, and publicly read at the Arlington Heights Village Hall. Four (4) bids for the project were received. A summary bid tabulation, outlining the Village or Riverwoods Bid tabulation is enclosed and outlined below:

<u>Contractor</u>	<u>Bid</u>	<u>Assurance</u>
<i>Hoerr Const.</i>	<i>\$127,384.00</i>	<i>Bond</i>
<i>Benchmark</i>	<i>\$150,848.00</i>	<i>Bond</i>
<i>Insituform</i>	<i>\$148,912.00</i>	<i>Bond</i>
<i>National power rodding</i>	<i>\$280,739.92</i>	<i>Bond</i>

Hoerr Construction Company submitted the lowest. Hoerr Construction Company has previously been selected as the contractor for past Sanitary Sewer Rehabilitation MPI projects and has the means and experience to complete the project per the plans and specifications.

We recommend award of a contract for the 2023 MPI Sanitary Sewer Rehabilitation Project to Hoerr Construction Company based on the bid amount of \$127,384.00.

If you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely,
Gewalt Hamilton Associates, Inc.

Carissa Smith, P.E.
Village Engineer

encl: Bid Tabulation

Bid Tab 3/20/2023

MPI Sanitary Lining 2023

Opened at the Village of Arlington Heights at 11am

LOW BID

Item No.	Items	Units	Riverwoods	TOTAL	Hoerr Const.		Benchmark		Insituform		National power rodding	
1	8" Cured in Place Pipe	LF	3,359	3,359	\$ 36	\$120,924	\$ 42	\$141,078	\$ 42	\$141,078	\$76.88	\$258,239.92
2	9" Cured in Place Pipe	LF		0	\$ 37	\$0	\$ 44	\$0	45	\$0	\$76.88	\$0.00
3	10" Cured in Place Pipe	LF		0	\$ 41	\$0	\$ 44	\$0	49	\$0	\$81.21	\$0.00
4	12" Cured in Place Pipe	LF		0	\$ 47	\$0	\$ 45	\$0	53	\$0	\$81.21	\$0.00
5	15" Cured in Place Pipe	LF		0	\$ 55	\$0	\$ 70	\$0	76	\$0	\$106.25	\$0.00
6	16" to 15" transition liner	LF		0	\$ 96	\$0	\$ 75	\$0	95	\$0	\$165.25	\$0.00
7	18" Cured in Place Pipe	LF		0	\$ -	\$0	\$ -	\$0	0	\$0	\$0.00	\$0.00
8	20" x 30" Brick	LF		0	\$ -	\$0	\$ -	\$0	0	\$0	\$0.00	\$0.00
9	21" Cured in Place Pipe	LF		0	\$ -	\$0	\$ -	\$0	0	\$0	\$0.00	\$0.00
10	24" Cured in Place Pipe	LF		0	\$105	\$0	\$180	\$0	253	\$0	\$325.00	\$0.00
11	27" Cured in Place Pipe	LF		0	\$ -	\$0	\$ -	\$0	0	\$0	\$0.00	\$0.00
12	30" Cured in Place Pipe	LF		0	\$150	\$0	\$200	\$0	253	\$0	\$400.00	\$0.00
13	33" Cured in Place Pipe	LF		0	\$ -	\$0	\$ -	\$0	0	\$0	\$0.00	\$0.00
14	36" Cured in Place Pipe	LF		0	\$225	\$0	\$300	\$0	488	\$0	\$450.00	\$0.00
15	18X27"	LF		0	\$100	\$0	\$140	\$0	217	\$0	\$475.00	\$0.00
16	8" Easement	LF		0	\$ 38	\$0	\$ 45	\$0	42	\$0	\$85.35	\$0.00
17	Heavy Cleaning	LF		0	\$ 5	\$0	\$ 2	\$0	10	\$0	\$10.00	\$0.00
18	Reinstatement of Service-Sanitary Sewer	EACH	34	34	\$ 80	\$2,720	\$200	\$6,800	145	\$4,930	\$500.00	\$17,000.00
19	Protruding Tap Removal	EACH		0	\$400	\$0	\$450	\$0	250	\$0	\$1,000.00	\$0.00
20	8" End Seals	EACH	22	22	\$170	\$3,740	\$135	\$2,970	132	\$2,904	\$250.00	\$5,500.00
21	10" End Seals	EACH		0	\$195	\$0	\$150	\$0	146	\$0	\$250.00	\$0.00
22	12" End Seals	EACH		0	\$205	\$0	\$170	\$0	162	\$0	\$350.00	\$0.00
23	15" End Seals	EACH		0	\$240	\$0	\$190	\$0	185	\$0	\$350.00	\$0.00
24	18" End Seals	EACH		0	\$ -	\$0	\$ -	\$0	0	\$0	\$0.00	\$0.00
25	20" End Seals	EACH		0	\$ -	\$0	\$ -	\$0	0	\$0	\$0.00	\$0.00
26	21" End Seals	EACH		0	\$ -	\$0	\$ -	\$0	0	\$0	\$0.00	\$0.00
27	24" End Seals	EACH		0	\$ -	\$0	\$ -	\$0	0	\$0	\$0.00	\$0.00
28	27" End Seals	EACH		0	\$ -	\$0	\$ -	\$0	0	\$0	\$0.00	\$0.00
29	30" End Seals	EACH		0	\$540	\$0	\$415	\$0	395	\$0	\$600.00	\$0.00
30	33" End Seals	EACH		0	\$ -	\$0	\$ -	\$0	0	\$0	\$0.00	\$0.00
31	36" End Seals	EACH		0	\$ -	\$0	\$ -	\$0	0	\$0	\$0.00	\$0.00
32	18" x 27" End Seals	EACH		0	\$400	\$0	\$500	\$0	380	\$0	\$1,000.00	\$0.00
					\$127,384.00		150,848.00		148,912.00		280,739.92	

Sanitary and Storm Sewer Lining

Agenda Item 11 (b)



625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

June 1, 2023

Mayor Kristine Ford and Board of Trustees
Village of Riverwoods
300 Portwine Road
Riverwoods, Illinois 60015

Re: Saunders Road Water Main Replacement
Bid Results Memorandum

Dear Mayor Ford and Trustees:

The Village owned water main on Saunders Road, between West Course Drive and Riverwoods Road was constructed in 1961 and has experienced multiple breaks in the past decade. This 6,000-foot-long stretch of water main is reaching the end of its service life, and we have been monitoring the main and planning its replacement.

The Lake County Public Works Department (LCPW) is constructing a large-scale sanitary sewer force main construction project on Saunders Road, in the same area as this water main. The LCPW project presents an opportunity to replace the water main at the same time as the sanitary sewer force main, in order to minimize the construction impacts in the area and help reduce some construction costs. An engineering plan set, and specifications were put together for the replacement of the water main, and we worked with LCPW to bid this project in conjunction with their force main project. LCPW took the lead on the bid. There were three total bids received from contractors for the water main work on Saunders Road. Attachment 1 – Bid Tabulation is attached for reference. See below for the bid results breakdown:

Contractor	Bid Results
IHC	\$ 2,486,790.00
Bolder	\$ 2,823,690.00
Swallow	\$ 2,937,037.50
Engineer's Estimate of Probable Cost	\$ 1,659,380.00

As outlined in the summary table above, the contractor's bid prices were higher than anticipated, and higher than current construction prices that we are seeing for water main work. Because of the high bid prices, we are recommending that this contract not be awarded as bid, and to reduce the project scope to focus on the portion of the water main that is experiencing breaks.

The water main work on Saunders is a large undertaking, and due to budget constraints, phasing the work to prioritize the replacement of the main based on age and condition would allow the Village to stay within the water main replacement budget. Attachment 2 – Saunders Road Water Main Replacement Phasing Plan outlines the phasing plan for the Saunders Road water main. As outlined in Phase 1, the water main breaks are fairly localized to a portion of the main between 1400 and 1100 Saunders Road. Phase 1 of the plan would consist of the replacement of this portion of water main, approximately 2,200 feet.

We have two options for moving forward with a reduced scope. The first is to move forward with the low bid unit prices, which would be a cost of approximately \$924,000.00. The second option is to rebid the phase 1 option later this year, for early 2024 construction. Based on typical water main construction prices, we would anticipate a total project cost of \$770,000 if we were to rebid this work.

If you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely,
Gewalt Hamilton Associates, Inc.

A handwritten signature in black ink, appearing to read "Carissa Smith". The signature is written in a cursive, flowing style.

Carissa Smith, P.E.
Village Engineer

encl: Attachment 1 - Bid Tabulation
Attachment 2 – Saunders Road Water Main Replacement Phasing Plan

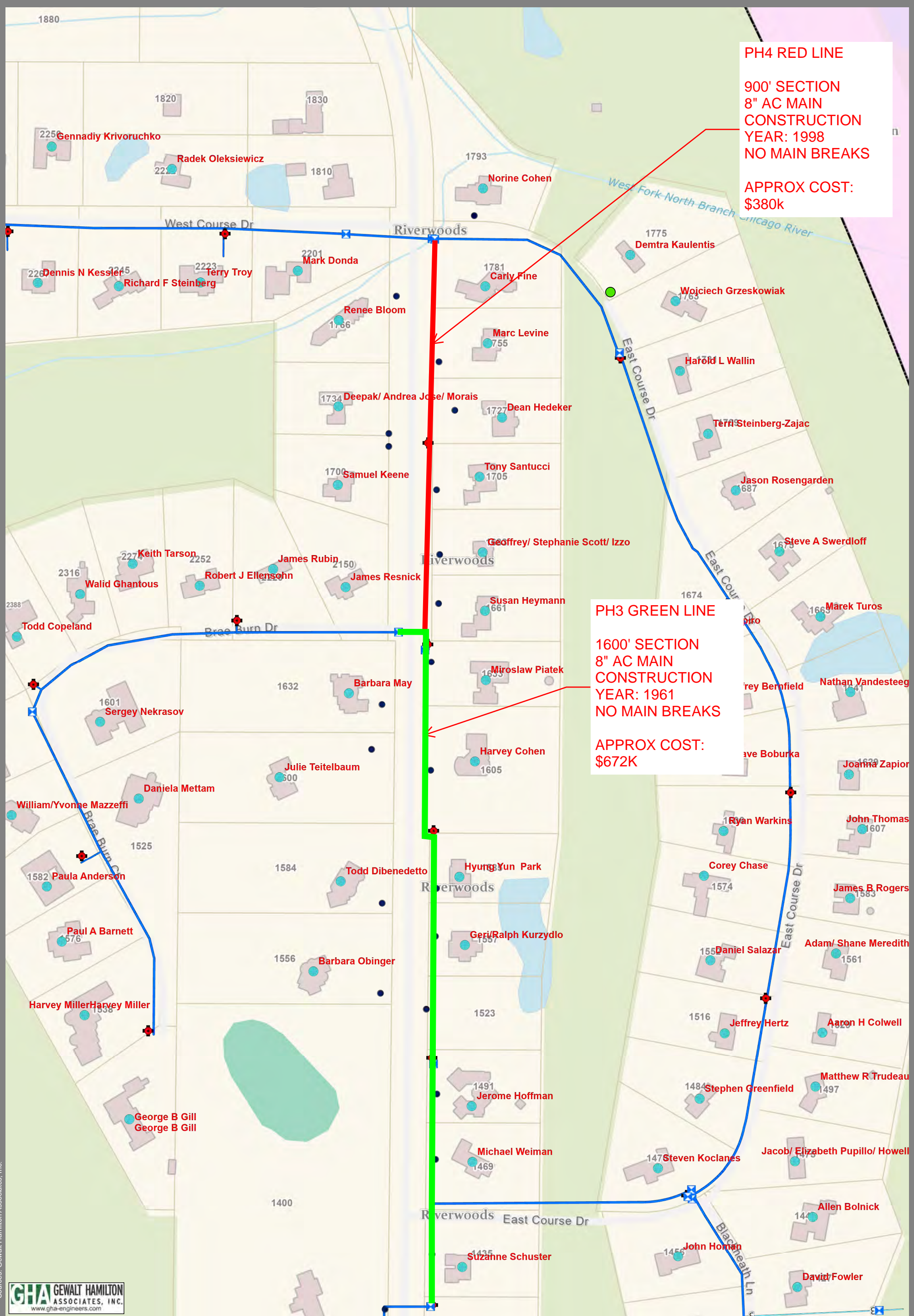
Client: Village of Riverwoods
Project: Saunders Road Water Main
GHA Project N9770.348
Project Manager: Wadee Rafati

Bid Opening Date:
Bid Opening Time:
Bid Opening Location:

				Engineer's Estimate of Probable Cost		BID TABULATION					
						IHC		Bolder		Swallow	
Item No.	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	100.0	UNIT	\$30.00	\$3,000.00	\$82.00	\$8,200.00	\$30.00	\$3,000.00	\$20.00	\$2,000.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	100.0	UNIT	\$35.00	\$3,500.00	\$100.26	\$10,026.00	\$38.00	\$3,800.00	\$30.00	\$3,000.00
3	TREE TRUNK PROTECTION	15.0	EA	\$125.00	\$1,875.00	\$445.00	\$6,675.00	\$150.00	\$2,250.00	\$225.00	\$3,375.00
4	TREE ROOT PRUNING (SPECIAL)	200.0	FT	\$15.00	\$3,000.00	\$43.86	\$8,772.00	\$10.00	\$2,000.00	\$6.00	\$1,200.00
5	TREE AND LANDSCAPE MATERIAL PROTECTION	200.0	FT	\$5.00	\$1,000.00	\$34.19	\$6,838.00	\$10.00	\$2,000.00	\$5.00	\$1,000.00
6	NITROGEN FERTILIZER NUTRIENT	60.0	LBS	\$5.00	\$300.00	\$9.00	\$540.00	\$5.00	\$300.00	\$11.00	\$660.00
7	POTASSIUM FERTILIZER NUTRIENT	60.0	LBS	\$5.00	\$300.00	\$9.00	\$540.00	\$5.00	\$300.00	\$11.00	\$660.00
8	SUPPLEMENTAL WATERING	40.0	UNIT	\$30.00	\$1,200.00	\$1.25	\$50.00	\$1.00	\$40.00	\$11.00	\$440.00
10	TRENCH BACKFILL (SPECIAL)	380.0	CY	\$50.00	\$19,000.00	\$119.05	\$45,239.00	\$80.00	\$30,400.00	\$51.00	\$19,380.00
11	TOPSOIL FURNISH AND PLACE, 4"	2,650.0	SY	\$5.00	\$13,250.00	\$9.02	\$23,903.00	\$11.00	\$29,150.00	\$4.50	\$11,925.00
12	SEEDING, CLASS 2A	0.6	AC	\$8,000.00	\$4,400.00	\$3,200.00	\$1,760.00	\$20,000.00	\$11,000.00	\$9,250.00	\$5,087.50
13	EROSION CONTROL BLANKET	2,650.0	SY	\$5.00	\$13,250.00	\$1.94	\$5,141.00	\$3.00	\$7,950.00	\$1.50	\$3,975.00
14	PERIMETER EROSION BARRIER	530.0	FT	\$6.00	\$3,180.00	\$14.30	\$7,579.00	\$10.00	\$5,300.00	\$5.25	\$2,782.50
15	PORTLAND CEMENT CONCRETE SIDEWALK	400.0	SF	\$15.00	\$6,000.00	\$36.04	\$14,416.00	\$20.00	\$8,000.00	\$26.00	\$10,400.00
16	DRIVEWAY PAVEMENT REMOVAL	100.0	SY	\$15.00	\$1,500.00	\$25.06	\$2,506.00	\$30.00	\$3,000.00	\$3.00	\$300.00
17	SIDEWALK REMOVAL	400.0	SF	\$5.00	\$2,000.00	\$14.73	\$5,892.00	\$5.00	\$2,000.00	\$0.50	\$200.00
18	CLASS D PATCHES, TYPE IV, 4 INCH	330.0	SY	\$60.00	\$19,800.00	\$89.00	\$29,370.00	\$90.00	\$29,700.00	\$83.00	\$27,390.00
19	HOT-MIX ASPHALT DRIVEWAY PAVEMENT	100.0	SY	\$60.00	\$6,000.00	\$68.93	\$6,893.00	\$90.00	\$9,000.00	\$125.00	\$12,500.00
20	AGGREGATE SHOULDERS, TYPE B 4"	35.0	SY	\$50.00	\$1,750.00	\$179.00	\$6,265.00	\$40.00	\$1,400.00	\$80.00	\$2,800.00
21	WATER MAIN 6", DUCTILE IRON CL 52, OPEN	230.0	FT	\$150.00	\$34,500.00	\$292.00	\$67,160.00	\$250.00	\$57,500.00	\$300.00	\$69,000.00
22	WATER MAIN 8", PVC C900 DR 18, OPEN	230.0	FT	\$160.00	\$36,800.00	\$447.00	\$102,810.00	\$280.00	\$64,400.00	\$215.00	\$49,450.00
23	WATER MAIN 8", PVC C900 DR 18, DIRECT	5,650.0	FT	\$150.00	\$847,500.00	\$130.00	\$734,500.00	\$234.00	\$1,322,100.00	\$215.00	\$1,214,750.00
24	WATER MAIN 10", DUCTILE IRON CL 52 OPEN	40.0	FT	\$180.00	\$7,200.00	\$449.00	\$17,960.00	\$300.00	\$12,000.00	\$300.00	\$12,000.00
25	FIRE HYDRANTS TO BE REMOVED	10.0	EA	\$1,000.00	\$10,000.00	\$4,334.00	\$43,340.00	\$1,500.00	\$15,000.00	\$300.00	\$3,000.00
26	SALVAGE EXISTING FIRE HYDRANT	1.0	EA	\$5,000.00	\$5,000.00	\$7,521.00	\$7,521.00	\$1,400.00	\$1,400.00	\$1,500.00	\$1,500.00
27	FIRE HYDRANT WITH AUXILIARY VALVE AND TRACER WIRE	13.0	EA	\$8,000.00	\$104,000.00	\$13,485.00	\$175,305.00	\$11,000.00	\$143,000.00	\$15,500.00	\$201,500.00
28	TRACER WIRE	6,150.0	FT	\$2.00	\$12,300.00	\$2.14	\$13,161.00	\$1.00	\$6,150.00	\$2.25	\$13,837.50
29	WATER SERVICE CONNECTION, LONG SIDE	25.0	EA	\$4,000.00	\$100,000.00	\$7,240.00	\$181,000.00	\$6,100.00	\$152,500.00	\$12,500.00	\$312,500.00
30	WATER SERVICE CONNECTION, SHORT SIDE	12.0	EA	\$3,000.00	\$36,000.00	\$4,577.00	\$54,924.00	\$3,600.00	\$43,200.00	\$6,500.00	\$78,000.00
31	SAMPLE STATION	1.0	EA	\$5,000.00	\$5,000.00	\$5,778.00	\$5,778.00	\$5,000.00	\$5,000.00	\$7,700.00	\$7,700.00
32	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE	14.0	EA	\$8,000.00	\$112,000.00	\$13,585.00	\$190,190.00	\$11,000.00	\$154,000.00	\$8,500.00	\$119,000.00
33	MOBILIZATION	1.0	LSUM	\$20,000.00	\$20,000.00	\$23,091.00	\$23,091.00	\$140,000.00	\$140,000.00	\$250,000.00	\$250,000.00
34	DRILLING/PULLING PIT	16.0	EA	\$8,000.00	\$128,000.00	\$16,254.00	\$260,664.00	\$10,000.00	\$160,000.00	\$500.00	\$8,000.00
35	CONNECTION TO EXISTING WATER MAIN, 8"	8.0	EA	\$4,000.00	\$32,000.00	\$5,696.00	\$45,568.00	\$7,000.00	\$56,000.00	\$7,500.00	\$60,000.00
36	CUT AND CAP WATER MAIN	6.0	EA	\$500.00	\$3,000.00	\$5,972.00	\$35,832.00	\$1,200.00	\$7,200.00	\$3,750.00	\$22,500.00
37	REMOVE VALVE VAULT (SPECIAL)	8.0	EA	\$1,000.00	\$8,000.00	\$7,576.00	\$60,608.00	\$1,200.00	\$9,600.00	\$700.00	\$5,600.00
38	REMOVE GUARD RAIL	1.0	LSUM	\$1,000.00	\$1,000.00	\$4,914.00	\$4,914.00	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00
39	EXPLORATORY EXCAVATION (SPECIAL)	12.0	EA	\$750.00	\$9,000.00	\$5,122.00	\$61,464.00	\$1,000.00	\$12,000.00	\$2,500.00	\$30,000.00
40	GRADING AND SHAPING DITCHES (SPECIAL)	250.0	FT	\$40.00	\$10,000.00	\$119.20	\$29,800.00	\$25.00	\$6,250.00	\$20.00	\$5,000.00
41	CLEARING AND GRUBBING	1.0	LSUM	\$5,000.00	\$5,000.00	\$13,339.00	\$13,339.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00
42	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	1.0	LSUM	\$15,000.00	\$15,000.00	\$11,279.00	\$11,279.00	\$241,000.00	\$241,000.00	\$270,000.00	\$270,000.00
43	REMOVE AND RESET STREET SIGN	3.0	EA	\$250.00	\$750.00	\$950.00	\$2,850.00	\$600.00	\$1,800.00	\$500.00	\$1,500.00
44	CASING PIPE, 16"	40.0	FT	\$200.00	\$8,000.00	\$2,326.00	\$93,040.00	\$900.00	\$36,000.00	\$1,300.00	\$52,000.00
45	REMOVE EXISTING WATER MAIN (SPECIAL)	120.0	FT	\$20.00	\$2,400.00	\$333.60	\$40,032.00	\$25.00	\$3,000.00	\$40.00	\$4,800.00
46	DECORATIVE WOODCHIPS (SPECIAL)	15.0	SY	\$25.00	\$375.00	\$346.00	\$5,190.00	\$100.00	\$1,500.00	\$105.00	\$1,575.00
47	COIR LOG	15.0	EA	\$150.00	\$2,250.00	\$1,031.00	\$15,465.00	\$400.00	\$6,000.00	\$750.00	\$11,250.00
Total Base Bid:					\$1,659,380.00		\$2,486,790.00		\$2,823,690.00		\$2,937,037.50
48	WATER MAIN 8", DUCTILE IRON	5,610.0	FT	\$170.00	\$953,700.00	\$169.00	\$948,090.00	\$265.00	\$1,486,650.00	\$248.00	\$1,391,280.00
Alternate 1:					\$953,700.00		\$948,090.00		\$1,486,650.00		\$1,391,280.00
Total Base Bid + Alt 1 :					\$1,765,580.00		\$2,700,380.00		\$2,988,240.00		\$3,113,567.50

PH4 RED LINE
 900' SECTION
 8" AC MAIN
 CONSTRUCTION
 YEAR: 1998
 NO MAIN BREAKS
 APPROX COST:
 \$380k

PH3 GREEN LINE
 1600' SECTION
 8" AC MAIN
 CONSTRUCTION
 YEAR: 1961
 NO MAIN BREAKS
 APPROX COST:
 \$672k



Sources: Gewalt Hamilton Associates, Inc.



1 in = 200 ft

GIS WebMap

Village of Riverwoods, IL

MAIN BREAK 2011

PH1 BLUE LINE

2200' SECTION
8" , 10" AC MAIN
CONSTRUCTION
YEAR: 1961
MULTIPLE MAIN
BREAKS

APPROX COST:
\$924K

MAIN BREAK 2017

MAIN BREAK 2012

Ravinia Green CC #02753 c/o ENGIE Insight-MS 7187
Ravinia Green CC #02753 c/o ENGIE Insight-MS 7187
Ravinia Green CC #02753 c/o ENGIE Insight-MS 7187

Sources: Gewalt Hamilton Associates, Inc.



1 in = 200 ft

GIS WebMap

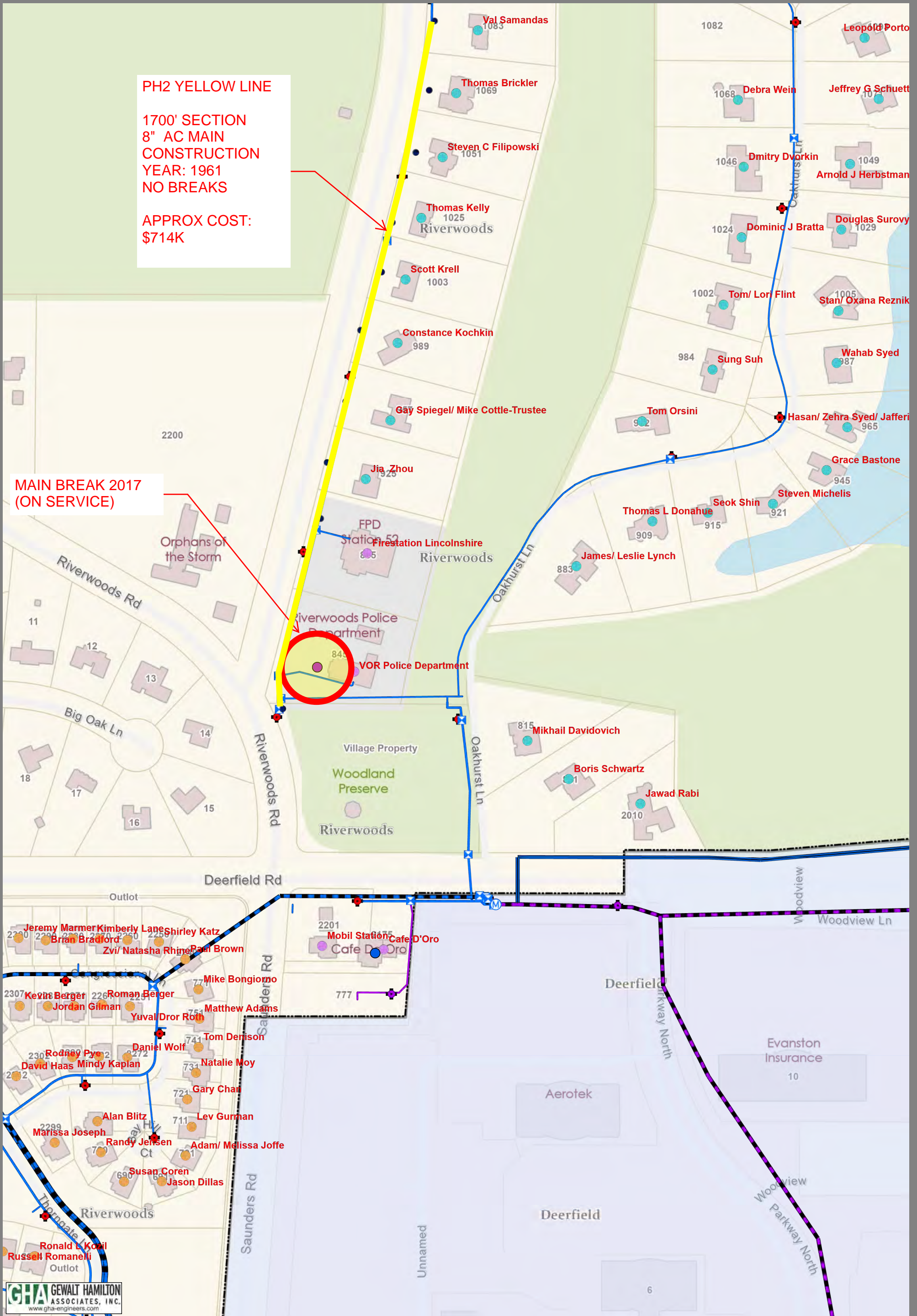
Village of Riverwoods, IL

PH2 YELLOW LINE

1700' SECTION
 8" AC MAIN
 CONSTRUCTION
 YEAR: 1961
 NO BREAKS

APPROX COST:
 \$714K

**MAIN BREAK 2017
 (ON SERVICE)**



Sources: Gewalt Hamilton Associates, Inc.



1 in = 200 ft

GIS WebMap

Village of Riverwoods, IL

Agenda Item 11 (c)

CONTRACT FOR SPECIFIED SERVICES (Pinestone Lawn and Snow Services)

This Contract for Specified Services (this “Agreement”) is made and entered into as of June 1, 2023, (the “Effective Date”) by and between PINESTONE LAWN & SNOW, INC., 1245 Milwaukee Avenue, Suite 307, Glenview, IL 60025 (“Contractor”) and the VILLAGE OF RIVERWOODS, an Illinois home rule municipal corporation (the “Village”), 300 Portwine Road, Riverwoods, Illinois 60015.

RECITALS

WHEREAS, Contractor submitted a proposal to perform specified services as more fully described herein, and the Village desires to engage Contractor to furnish such services;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, it is agreed as follows:

1. **DEFINITIONS/EXHIBITS.** All Exhibits to this Agreement are incorporated and deemed a part of this Agreement. The following capitalized terms when used herein shall have the following meanings:

“Proposal” means the schedule of public works maintenance services attached as **Exhibit A**.

“General Terms and Conditions” means the General Terms and Conditions attached as **Exhibit B**.

“Insurance Requirements” means the insurance coverages to be maintained by Contractor to protect the Village as specified in **Exhibit C**.

“Contract Documents” means collectively this Agreement with all Exhibits attached hereto.

“Services” means all supervision, labor, tools, equipment, materials and supplies, whether ancillary or as required by the Proposal, that Contractor provides in the performance of its obligations under the Contract Documents.

2. **THE SERVICES.** Contractor agrees to furnish the Services in accordance with, and to observe and be bound by, the Contract Documents. In the event of a conflict between the Proposal and the General Terms and Conditions, the General Terms and Conditions shall take precedence, except with respect to rate and frequency of payment set forth in the Proposal. Notwithstanding the Proposal or other provisions hereof, Contractor agrees:

A. Contractor shall provide maintenance and repair services for the Village Hall (including Campus area), 300 Portwine Road, and the Police Building, 845 Saunders Road, as set forth in **Exhibit A**. The charges for such services shall be at the hourly rates set forth in **Exhibit A** or as otherwise mutually agreed by written amendment to this Agreement.

B. The dates of service under the Proposal shall begin on the date this Agreement is signed and continue for the Term as defined in this Agreement.

C. Contractor's employees are not employees of the Village, and Contractor is solely responsible for all pay and benefits, including maintaining worker's compensation and employer liability insurance as provided herein.

D. Contractor agree to be "on call" for the Village Hall and Police Building for emergencies, on a 24-hour, 365 day availability and to provide an emergency contact list. If Contractor cannot provide coverage over a temporary period of time, it shall notify the Village in advance.

E. Contractor will maintain insurance coverage in accordance with **Exhibit C**.

3. **TERM.** The term of this Agreement ("Term") shall commence upon its execution by both parties (which date shall be inserted above as the Effective Date) and shall terminate on May 31, 2024 and thereafter shall be renewed automatically from for one-year renewal terms starting June 1 and ending May 31 of each year, unless terminated earlier in accordance with the provisions hereof.
4. **PAYMENT.** The Village shall compensate and make payment to Contractor for Services satisfactorily rendered at the rates and frequency specified in the Proposal. The Proposal may be amended from time to time, by written agreement of the parties.
5. **NOTICE.** Any notice required to be given pursuant to this Agreement will be deemed given: (a) when given in person, or (b) on the third calendar day after it is sent by facsimile, express delivery service, or registered or certified mail to the parties at the address stated above, or to such other address and telephone number as designated by either the Village or Contractor in writing.
6. **ENTIRE AGREEMENT.** The Contract Documents constitute the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements, and documentation relating to the subject matter hereof, and may be amended only by an instrument executed by authorized representatives of both parties. The Agreement controls in the event of any conflict with the Proposal.
7. **TERMINATION.** Either Contractor or the Village may terminate the Agreement at any time without cause upon thirty (30) days written notice. Upon such notice, Contractor will provide all cooperation and assistance reasonably necessary to assist the Village with the transition to another Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their proper officers or duly authorized agents.

PINESTONE LAWN & CARE, INC.,
an Illinois corporation

VILLAGE OF RIVERWOODS,
an Illinois home rule municipal corporation

By: _____
Myoung Jun Suk
Title: President

By: _____
Kristine L. Ford
Village President

Attest:

By: _____
Maira K. Bowne
Village Clerk

EXHIBIT A

PROPOSAL

SCHEDULE OF PUBLIC WORKS MAINTENANCE SERVICES

Service Terms & Conditions:

Section A	Hourly (1man)	\$ 55.00
	Hourly (2+max) 1Manager	\$ 65.00

Maintenance & repair services in the Village's public areas & facilities between TBD through TBD at the hourly rate stated above. Perform the following services but is not limited to these services:

1. Village Hall & Shelter maintenance & repairs.
2. Miscellaneous painting & cleaning projects.
3. Street sign maintenance & installations.
4. Garbage clean up.
5. Painting, electrical, plumbing & carpentry

Section B

Additional Charges

Special Delivery of Materials and/or Equipment – Charge for Special Delivery of Materials and /or Equipment will include cost of equipment/material, transportation costs & \$ 60.00 per hour per person for labor.

Special Trades. Special trades might be needed from time to time such as: plumbing, carpentry, painting & electrical. The contractor will manage such necessary work with an outside trade if the work surpasses the expertise of the contractor. In an event where the trade does not surpass the expertise of the contractor, the charge for such special trades will be \$ 60.00 per hour per person.

Special Equipment Rentals. Charge for Special Equipment Rentals will include actual cost of rental for the equipment, transportation costs & \$ 60.00 per hour per person for labor.

Urgent Projects. Charge for Urgent Projects will include cost of equipment/material, transportation costs & \$ 90.00 per hour per person for labor.

Contractor will be available for services 24/7 365 days per year.

Contractor will provide an emergency contact list.

Special Projects. Special Projects shall be bid separately.

All personnel must be paid prevailing wage when working for the Village.

Cancellation

If contractor no longer provides the services, the contractor is obligated to provide a written notice of cancellation 30 days prior to the last date of service. Notice of cancellation & all correspondence shall be via certified mail.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. General Provisions

1.1 Definitions

Agreement means the agreement between Contractor and the Village under which Contractor agrees to furnish the Services. The Agreement may be in the form of a proposal accepted by the Village.

Contract means the contract consisting of the Agreement, Detailed Specifications, General Terms and Conditions, and all addenda, amendments, modifications or revisions made from time to time in accordance with the terms thereof. All documents comprising the Contract are referred to as the "Contract Documents".

Contractor means the person, firm or entity that is awarded the Contract.

Detailed Specifications are the written requirements for materials, equipment, systems, standards and workmanship for performance of the specified services, issued by the Village.

Director of Community Services means the individual appointed to serve as the Director of Community Services of the Village.

General Terms and Conditions are these General Terms and Conditions.

Losses means, individually and collectively, liabilities of every kind, including monetary damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, fines, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Contractor, its employees, agents and subcontractors.

Services refers to all supervision, labor, tools, equipment, materials and supplies, whether ancillary or as required by the Detailed Specifications that Contractor provides in the performance of its obligations under this Contract.

Village means the Village of Riverwoods, a municipal corporation and home rule government under the 1970 Constitution of the State of Illinois.

Village Official means Village President, Village Engineer, Village Forester, the Director of Community Services or the Chief of Police, as applicable, or their designees. The Village Official who is primarily tasked with administration of the Contract shall be disclosed to Contractor.

1.2 Acceptance of Proposal

The Village reserves the right to reject any or all proposals, or any part thereof, for any reason including nonconformance with any requirements set forth herein. No proposer or any third party shall be entitled to any written justification or administrative appeal of the Village's selection process. The Village reserves the right, in its sole discretion, to waive any and all informalities or failure to comply with the requirements for submitting proposals when it may deem such waiver to be in the best interest of the Village.

1.3 Interpretation

The intent of the Contract Documents is to include all items necessary for the proper performance of specified services by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. The Detailed Specifications may be abbreviated and include incomplete sentences. Omission of words or phrases such as "Contractor shall", "shall be", and the like is intentional. Nevertheless, the requirements of the Specifications are mandatory. The words "necessary", "proper" or similar words used with respect to the nature or extent of

services mean that the services must be conducted in a manner or be of a character which is necessary or proper for the type of work or services being provided in the opinion of the Village Official. All addenda issued prior to signing the Contract are deemed part of the Contract. In the event of inconsistencies within or between parts of the Agreement and Detailed Specifications or the Agreement, Detailed Specifications and applicable standards, codes and ordinances, then the Contractor shall (i) provide the better quality or greater quantity of services or (ii) comply with the more stringent requirement, either or both in accordance with the interpretation of the Village Official.

1.4 Severability

The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Contract does not affect the remaining portions of the Contract.

1.5 Entire Contract; Amendment

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

1.6 Assignment and Subcontracts

Contractor may not assign this Contract, nor subcontract any part of the goods, work or services to be provided under this Contract without the prior written consent of the Director of Community Services, which consent may be granted or withheld in the sole discretion of the Director; however, such consent will not relieve Contractor from its obligations, or change the terms of the Contract. Contractor must provide the names of any proposed assignee or subcontractor and the reason for the assignment or subcontract and must verify that no assignee, subcontractor or any of their respective owners is debarred from or otherwise ineligible to participate in Village contracts. Any assignment or subcontracting of services or work or any portion of the Contract without the prior written consent required above is null and void. The consent to any subcontract, whether stated or not, shall include the requirement that the subcontractor shall be bound by the provisions of this Contract and that the Village is expressly a third party beneficiary

in the subcontract and shall have a direct right of enforcement thereunder.

1.7 Assigns

Subject to the provisions restricting assignment above, all of the terms and conditions of this Contract are binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

1.8 Governing Law

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. Contractor hereby irrevocably submits, and will cause its subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Lake, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. Contractor irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Contract in the jurisdiction set forth above.

1.9 No Third Party Beneficiaries

The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third-party beneficiary rights for subcontractors or other third parties.

1.10 Independent Contractor

This Contract is not intended to and does not constitute a joint venture, partnership, corporation or other business association of any kind between Contractor and the Village. The rights and the obligations of the parties are only those set forth in this Contract. Contractor must perform under this Contract as an independent contractor and not as a representative, employee, agent, or partner of the Village.

1.11 Authority

Contractor's execution of this Contract has been duly authorized and the signature of each person signing on behalf of Contractor

has been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each representation, certification, and warranty contained herein.

1.12 Joint and Several Liability

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligations or undertaking of each such individual or other legal entity.

1.13 Guarantees and Warranties

Contractor shall furnish and deliver all guaranties and warranties required by the Contract Documents to the Village before final payment is issued. Unless otherwise provided in the Contract, warranty periods shall begin upon final acceptance of product.

1.14 Inspection

The Village shall have the right to inspect any materials, components, equipment, supplies, or services specified herein. Any of said items not complying with the Contract are subject to rejection at the option of the Village. Any items rejected shall be removed from the premises of the Village and/or replaced at the Contractor's sole expense.

1.15 Taxes

The Village is exempt from state and local sales and use taxes by virtue of Exemption Number **E9995-7531-02**.

2. Insurance and Indemnity

Contractor assumes and agrees to perform (and shall cause its subcontractors to assume and perform) the duties and obligations that apply to contractors and subcontractors under the Riverwoods Insurance and Indemnity Ordinance, codified as Sections 8-11-1 through 8-11-7 of the Riverwoods Village Code. Such provisions in their entirety are hereby deemed part of this Contract.

In addition, to the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due to third parties

arising out of any Losses, including but not limited to any limitations on Contractor's liability with respect to a claim by any employee of Contractor arising under the Workers Compensation Act, 820 ILCS 305/1 et seq. or any related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The Village, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

All of the indemnities of Contractor (and its subcontractors) required herein shall survive the expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as a result of or during the Contractor's or subcontractor's performance extending beyond the term.

3. Compensation Provisions

All invoices submitted by Contractor must be signed and dated by an authorized officer and reference the Contract. A signed work ticket, time sheets, manufacturer's invoice, if applicable, and other documentation requested by the Director of Community Services must accompany each invoice. Invoice quantities, description of the work, services or goods, unit of measure, pricing and/or catalogue information must correspond to the terms in the Agreement or Detailed Specifications. The Village will process payments after receipt of invoices and all supporting documentation necessary for the Village to verify the satisfactory performance of the services. The Village will not be obligated to pay for any goods, work or services that were not ordered by the Village or that are noncompliant with the Contract Documents. The Village, in its sole discretion, may audit records of Contractor or its subcontractors, at any time during the term of this Contract or within three (3) years after the Contract ends, in connection with goods, work or services provided hereunder.

4. Compliance with Laws

Contractor shall observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended, whether or not they appear in the Contract Documents. Provisions required by laws, statutes,

regulations, codes, ordinances and executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear herein.

Contractor represents and warrants that any goods furnished hereunder (including labels, packages and container for said goods) comply with all applicable standards, rules and regulations, including the Occupational Safety and Health Act, as amended, governing the design, construction, manufacture or use for their intended purpose of said goods. Contractor shall furnish "Material Safety Data Sheets", in compliance with the Illinois Toxic Substances Disclosure Act, and shall otherwise comply with its requirements for materials and supplies.

Special Handling: Prior to delivery of any material that is caustic, corrosive, flammable or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery.

Prevailing Wage: This Agreement calls for maintenance, repair, and other services deemed construction on "public works," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (the "Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Revenue publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties. Without limiting the foregoing, Design Builder agrees to

comply with the Illinois Drug Free Workplace Act.

5. Certification of Ethics Compliance

Contractor certifies that Contractor is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Contractor further certifies that no officer, employee, or person who receives salary in whole or part from the Village is directly or indirectly interested in the Proposal or in the services to which it relates or in any of the profits thereof.

6. Termination

The Village reserves the right to terminate the Contract, upon written notice to Contractor, if sufficient funds to complete the Contract are not appropriated by the Riverwoods Board of Trustees. The Village further reserves the right to terminate the Contract, effective immediately upon written notice to Contractor, in the event of default by Contractor. Default is defined as failure of Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event of default and termination, the Village may procure, upon such terms and in such manner, as the Director of Community Services may deem appropriate, supplies or services similar to those so terminated. Contractor shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to the Director of Community Services that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of Contractor.

Exhibit C

SUMMARY OF INSURANCE REQUIREMENTS RIVERWOODS INSURANCE AND INDEMNITY ORDINANCE

- **Coverage and Limits**

General Liability	\$2,000,000 occurrence/ \$4,000,000 aggregate, ISO CG 00 01 20 01 or coverage as broad
Auto Liability	\$1,000,000
Workers Compensation	Statutory limits
Employer's Liability	\$1,000,000 / \$1,000,000 / \$1,000,000
- **Required Endorsements:**

CGL, Auto Liability and Worker's Comp:

 - ✓Waiver of Subrogation CGL - ISO Form CG 2404 1093, latest edition, or equivalent Worker's Comp -- NCCI Form WC 00 03 13, latest edition
 - ✓30-day notice of cancellation other than for non-payment of premium

Property:

 - ✓Waiver of Subrogation

CGL and Auto Liability:

 - ✓Additional Insured endorsement
 - ✓Primary and Non Contributory endorsement

There shall be no exclusion for sexual abuse and molestation under the general liability policy.
- **Wording of Endorsements:** Additional Insured, Waiver of Subrogation, Primary and Non Contributory Endorsements on all policies must contain the wording below:

"The Village of Riverwoods and its elected and appointed officials and officers, employees, agents, volunteers and representatives, including any of the foregoing who shall resign, and its engineers, foresters, attorneys and other consultants, all in compliance with the terms of the Riverwoods Insurance and Indemnity Ordinance."
- **Certificate of Insurance:** Certificate of Insurance (COI) must be issued to the Village of Riverwoods, 300 Portwine Road, Riverwoods, Illinois 60015.

THIS IS A SUMMARY OF REQUIREMENTS REFER TO THE VILLAGE OF RIVERWOODS INSURANCE AND INDEMNITY ORDINANCE. PLEASE SEND THE DOCUMENTS TO ALLIANT AMERICAS, ATTENTION, CATHY JURICIC EASLY, Catherine.Juricic@alliant.com, Tel: (312) 595-8149.

Agenda Item 11 (d)

CONTRACT FOR SPECIFIED SERVICES (Raccoon Cleaning Inc. Cleaning Services)

This Contract for Specified Services (this “Agreement”) is made and entered into as of June 1, 2023, (the “Effective Date”) by and between RACCOON CLEANING INC, 5357 N East River Rd, 202, Chicago, IL 60656 (“Contractor”) and the VILLAGE OF RIVERWOODS, an Illinois home rule municipal corporation (the “Village”), 300 Portwine Road, Riverwoods, Illinois 60015.

RECITALS

WHEREAS, Contractor submitted a proposal to perform specified services as more fully described herein, and the Village desires to engage Contractor to furnish such services;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, it is agreed as follows:

1. **DEFINITIONS/EXHIBITS.** All Exhibits to this Agreement are incorporated and deemed a part of this Agreement. The following capitalized terms when used herein shall have the following meanings:

“Proposal” means the schedule of cleaning services attached as **Exhibit A**.

“General Terms and Conditions” means the General Terms and Conditions attached as **Exhibit B**.

“Insurance Requirements” means the insurance coverages to be maintained by Contractor to protect the Village, as specified in **Exhibit C**.

“Contract Documents” means collectively this Agreement with all Exhibits attached hereto.

“Services” means all supervision, labor, tools, equipment, materials and supplies, whether ancillary or as required by the Proposal, that Contractor provides in the performance of its obligations under the Contract Documents.

2. **THE SERVICES.** Contractor agrees to furnish the Services in accordance with, and to observe and be bound by, the Contract Documents. In the event of a conflict between the Proposal and the General Terms and Conditions, the General Terms and Conditions shall take precedence, except with respect to rate and frequency of payment set forth in the Proposal. Notwithstanding the Proposal or other provisions hereof, Contractor agrees:

A. Contractor shall provide weekly cleaning services for the Village Hall (including Campus area) at 300 Portwine Road and the Police Building, at 845 Saunders Road. The cleaning services for both the Village Hall and Police Department shall together be set at a fixed price (rather than based on hourly charges) as from time to time mutually agreed in writing to by the parties. The initial fixed price as of the date of this Agreement shall be as set forth in **Exhibit A**.

B. The dates of service under the Proposal shall begin on the date this Agreement is signed and continue for the Term as defined in this Agreement.

C. Contractor's employees are not employees of the Village, and Contractor is solely responsible for all pay and benefits, including maintaining worker's compensation and employer liability insurance as provided herein.

D. Contractor agree to be "on call" for the Village Hall and Police Building for emergencies, on a 24-hour, 365 day availability and to provide an emergency contact list. If Contractor cannot provide coverage over a temporary period of time, it shall notify the Village in advance.

E. Contractor will maintain insurance coverage in accordance with **Exhibit C** attached hereto.

3. **TERM.** The term of this Agreement ("Term") shall commence upon its execution by both parties (which date shall be inserted above as the Effective Date) and shall terminate on May 31, 2024 and thereafter shall be renewed automatically from for one-year renewal terms starting June 1 and ending May 31 of each year, unless terminated earlier in accordance with the provisions hereof.
4. **PAYMENT.** The Village shall compensate and make payment to Contractor for Services satisfactorily rendered at the rates and frequency specified in the Proposal. The Proposal may be amended from time to time, by written agreement of the parties.
5. **NOTICE.** Any notice required to be given pursuant to this Agreement will be deemed given: (a) when given in person, or (b) on the third calendar day after it is sent by facsimile, express delivery service, or registered or certified mail to the parties at the address stated above, or to such other address and telephone number as designated by either the Village or Contractor in writing.
6. **ENTIRE AGREEMENT.** The Contract Documents constitute the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements, and documentation relating to the subject matter hereof, and may be amended only by an instrument executed by authorized representatives of both parties. The Agreement controls in the event of any conflict with the Proposal.
7. **TERMINATION.** Either Contractor or the Village may terminate the Agreement at any time without cause upon thirty (30) days written notice. Upon such notice, Contractor will provide all cooperation and assistance reasonably necessary to assist the Village with the transition to another Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their proper officers or duly authorized agents.

RACCOON CLEANING INC.,
an Illinois corporation

By: 

Andrii Klepak
Title: President

VILLAGE OF RIVERWOODS,
an Illinois home rule municipal corporation

By: _____
Kristine L. Ford
Village President

Attest:

By: _____
Maira K. Bowne
Village Clerk

EXHIBIT A

PROPOSAL

SCHEDULE OF CLEANING SERVICES - PRICING

Complete the cleaning services as listed below under Cleaning Specifications.

1. Restrooms clean and sanitized- restocking of paper towels & toilet paper.
2. All resilient flooring mopped .
3. All carpeted areas & floor mats vacuumed .
4. Vestibule glass doors & bathroom mirrors cleaned.
5. Cobwebs removed and all visible dead bugs vacuumed in all areas.
6. Kitchen(s) area cleaned-counter tops , microwave, table & chairs (kitchen refrigerator is done per request) .
7. Desks wiped down when paperwork is removed- avoiding all connections.
8. Wipe down the counter where the basket of chocolate resides .
9. Wipe down the counter where all the brochures are.
10. Wipe down conference room tables. (Mayor's office table plus Mayor's conference room table & all the conference room tables across from the receptionist desk).
11. Straighten all chairs if needed.
12. Remove all garbage and place in receptacles- replace liners as needed.
13. Wipe down the garbage/recycling cans in kitchen as needed.
14. Wheel out receptacles to the end of garage entrance on Tuesdays after cleaning (unless otherwise instructed).
15. Keep the supply room clean & organized.
16. Notify receptionist of low supply on any needed supplies but especially for bathroom paper towels.

All cleaning supplies will be provided by Village. All cleaning tools will be provided by contractor. Contractor must be careful & cautious when performing these services.

Pricing

Village Hall Pricing for 2 times per week: \$260.

Police Department Pricing for 2 times per week: \$200.

Cancellation

If Contractor no longer provides the services, the contractor is obligated to provide a written notice of cancellation 30 days prior to the last date of service. Notice of cancellation & all correspondence shall be via certified mail.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. General Provisions

1.1 Definitions

Agreement means the agreement between Contractor and the Village under which Contractor agrees to furnish the Services. The Agreement may be in the form of a proposal accepted by the Village.

Contract means the contract consisting of the Agreement, Detailed Specifications, General Terms and Conditions, and all addenda, amendments, modifications or revisions made from time to time in accordance with the terms thereof. All documents comprising the Contract are referred to as the "Contract Documents".

Contractor means the person, firm or entity that is awarded the Contract.

Detailed Specifications are the written requirements for materials, equipment, systems, standards and workmanship for performance of the specified services, issued by the Village.

Director of Community Services means the individual appointed to serve as the Director of Community Services of the Village.

General Terms and Conditions are these General Terms and Conditions.

Losses means, individually and collectively, liabilities of every kind, including monetary damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, fines, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Contractor, its employees, agents and subcontractors.

Services refers to all supervision, labor, tools, equipment, materials and supplies, whether ancillary or as required by the Detailed Specifications that Contractor provides in the performance of its obligations under this Contract.

Village means the Village of Riverwoods, a municipal corporation and home rule government under the 1970 Constitution of the State of Illinois.

Village Official means Village President, Village Engineer, Village Forester, the Director of Community Services or the Chief of Police, as applicable, or their designees. The Village Official who is primarily tasked with administration of the Contract shall be disclosed to Contractor.

1.2 Acceptance of Proposal

The Village reserves the right to reject any or all proposals, or any part thereof, for any reason including nonconformance with any requirements set forth herein. No proposer or any third party shall be entitled to any written justification or administrative appeal of the Village's selection process. The Village reserves the right, in its sole discretion, to waive any and all informalities or failure to comply with the requirements for submitting proposals when it may deem such waiver to be in the best interest of the Village.

1.3 Interpretation

The intent of the Contract Documents is to include all items necessary for the proper performance of specified services by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. The Detailed Specifications may be abbreviated and include incomplete sentences. Omission of words or phrases such as "Contractor shall", "shall be", and the like is intentional. Nevertheless, the requirements of the Specifications are mandatory. The words "necessary", "proper" or similar words used with respect to the nature or extent of

services mean that the services must be conducted in a manner or be of a character which is necessary or proper for the type of work or services being provided in the opinion of the Village Official. All addenda issued prior to signing the Contract are deemed part of the Contract. In the event of inconsistencies within or between parts of the Agreement and Detailed Specifications or the Agreement, Detailed Specifications and applicable standards, codes and ordinances, then the Contractor shall (i) provide the better quality or greater quantity of services or (ii) comply with the more stringent requirement, either or both in accordance with the interpretation of the Village Official.

1.4 Severability

The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Contract does not affect the remaining portions of the Contract.

1.5 Entire Contract; Amendment

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

1.6 Assignment and Subcontracts

Contractor may not assign this Contract, nor subcontract any part of the goods, work or services to be provided under this Contract without the prior written consent of the Director of Community Services, which consent may be granted or withheld in the sole discretion of the Director; however, such consent will not relieve Contractor from its obligations, or change the terms of the Contract. Contractor must provide the names of any proposed assignee or subcontractor and the reason for the assignment or subcontract and must verify that no assignee, subcontractor or any of their respective owners is debarred from or otherwise ineligible to participate in Village contracts. Any assignment or subcontracting of services or work or any portion of the Contract without the prior written consent required above is null and void. The consent to any subcontract, whether stated or not, shall include the requirement that the subcontractor shall be bound by the provisions of this Contract and that the Village is expressly a third party beneficiary

in the subcontract and shall have a direct right of enforcement thereunder.

1.7 Assigns

Subject to the provisions restricting assignment above, all of the terms and conditions of this Contract are binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

1.8 Governing Law

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. Contractor hereby irrevocably submits, and will cause its subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Lake, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. Contractor irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Contract in the jurisdiction set forth above.

1.9 No Third Party Beneficiaries

The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third-party beneficiary rights for subcontractors or other third parties.

1.10 Independent Contractor

This Contract is not intended to and does not constitute a joint venture, partnership, corporation or other business association of any kind between Contractor and the Village. The rights and the obligations of the parties are only those set forth in this Contract. Contractor must perform under this Contract as an independent contractor and not as a representative, employee, agent, or partner of the Village.

1.11 Authority

Contractor's execution of this Contract has been duly authorized and the signature of each person signing on behalf of Contractor

has been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each representation, certification, and warranty contained herein.

1.12 Joint and Several Liability

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligations or undertaking of each such individual or other legal entity.

1.13 Guarantees and Warranties

Contractor shall furnish and deliver all guaranties and warranties required by the Contract Documents to the Village before final payment is issued. Unless otherwise provided in the Contract, warranty periods shall begin upon final acceptance of product.

1.14 Inspection

The Village shall have the right to inspect any materials, components, equipment, supplies, or services specified herein. Any of said items not complying with the Contract are subject to rejection at the option of the Village. Any items rejected shall be removed from the premises of the Village and/or replaced at the Contractor's sole expense.

1.15 Taxes

The Village is exempt from state and local sales and use taxes by virtue of Exemption Number **E9995-7531-02**.

2. Insurance and Indemnity

Contractor assumes and agrees to perform (and shall cause its subcontractors to assume and perform) the duties and obligations that apply to contractors and subcontractors under the Riverwoods Insurance and Indemnity Ordinance, codified as Sections 8-11-1 through 8-11-7 of the Riverwoods Village Code. Such provisions in their entirety are hereby deemed part of this Contract.

In addition, to the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due to third parties

arising out of any Losses, including but not limited to any limitations on Contractor's liability with respect to a claim by any employee of Contractor arising under the Workers Compensation Act, 820 ILCS 305/1 et seq. or any related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The Village, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

All of the indemnities of Contractor (and its subcontractors) required herein shall survive the expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as a result of or during the Contractor's or subcontractor's performance extending beyond the term.

3. Compensation Provisions

All invoices submitted by Contractor must be signed and dated by an authorized officer and reference the Contract. A signed work ticket, time sheets, manufacturer's invoice, if applicable, and other documentation requested by the Director of Community Services must accompany each invoice. Invoice quantities, description of the work, services or goods, unit of measure, pricing and/or catalogue information must correspond to the terms in the Agreement or Detailed Specifications. The Village will process payments after receipt of invoices and all supporting documentation necessary for the Village to verify the satisfactory performance of the services. The Village will not be obligated to pay for any goods, work or services that were not ordered by the Village or that are noncompliant with the Contract Documents. The Village, in its sole discretion, may audit records of Contractor or its subcontractors, at any time during the term of this Contract or within three (3) years after the Contract ends, in connection with goods, work or services provided hereunder.

4. Compliance with Laws

Contractor shall observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended, whether or not they appear in the Contract Documents. Provisions required by laws, statutes,

regulations, codes, ordinances and executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear herein.

Contractor represents and warrants that any goods furnished hereunder (including labels, packages and container for said goods) comply with all applicable standards, rules and regulations, including the Occupational Safety and Health Act, as amended, governing the design, construction, manufacture or use for their intended purpose of said goods. Contractor shall furnish "Material Safety Data Sheets", in compliance with the Illinois Toxic Substances Disclosure Act, and shall otherwise comply with its requirements for materials and supplies.

Special Handling: Prior to delivery of any material that is caustic, corrosive, flammable or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery.

Prevailing Wage: The work performed hereunder is NOT classified as "public work", for which the Prevailing Rate of Wages as found by the Illinois Department of Labor is applicable.

5. Certification of Ethics Compliance

Contractor certifies that Contractor is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Contractor further certifies that no officer, employee, or person who receives salary in whole or part from the Village is directly or indirectly interested in the Proposal or in the services to which it relates or in any of the profits thereof.

6. Termination

The Village reserves the right to terminate the Contract, upon written notice to Contractor, if sufficient funds to complete the Contract are not appropriated by the Riverwoods Board of Trustees. The Village further reserves the right to terminate the Contract, effective immediately upon written notice to Contractor, in the event of default by Contractor. Default is defined as failure of Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event of default and termination, the Village may procure, upon such terms and in such manner, as the Director of Community Services may deem appropriate, supplies or services similar to those so terminated. Contractor shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to the Director of Community Services that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of Contractor.

Exhibit C

SUMMARY OF INSURANCE REQUIREMENTS RIVERWOODS INSURANCE AND INDEMNITY ORDINANCE

- **Coverage and Limits**

General Liability	\$2,000,000 occurrence/ \$4,000,000 aggregate, ISO CG 00 01 20 01 or coverage as broad
Auto Liability	\$1,000,000
Workers Compensation	Statutory limits
Employer's Liability	\$1,000,000 / \$1,000,000 / \$1,000,000
- **Required Endorsements:**

CGL, Auto Liability and Worker's Comp:

 - ✓Waiver of Subrogation CGL - ISO Form CG 2404 1093, latest edition, or equivalent
Worker's Comp -- NCCI Form WC 00 03 13, latest edition
 - ✓30-day notice of cancellation other than for non-payment of premium

Property:

 - ✓Waiver of Subrogation

CGL and Auto Liability:

 - ✓Additional Insured endorsement
 - ✓Primary and Non Contributory endorsement

There shall be no exclusion for sexual abuse and molestation under the general liability policy.
- **Wording of Endorsements:** Additional Insured, Waiver of Subrogation, Primary and Non Contributory Endorsements on all policies must contain the wording below:

"The Village of Riverwoods and its elected and appointed officials and officers, employees, agents, volunteers and representatives, including any of the foregoing who shall resign, and its engineers, foresters, attorneys and other consultants, all in compliance with the terms of the Riverwoods Insurance and Indemnity Ordinance."
- **Certificate of Insurance:** Certificate of Insurance (COI) must be issued to the Village of Riverwoods, 300 Portwine Road, Riverwoods, Illinois 60015.

THIS IS A SUMMARY OF REQUIREMENTS REFER TO THE VILLAGE OF RIVERWOODS INSURANCE AND INDEMNITY ORDINANCE. PLEASE SEND THE DOCUMENTS TO ALLIANT AMERICAS, ATTENTION, CATHY JURICIC EASLY, Catherine.Juricic@alliant.com, Tel: (312) 595-8149.

ORDINANCE NO. 23-06-08

AN ORDINANCE AMENDING THE VILLAGE CODE CONCERNING SOLICITING IN THE VILLAGE

WHEREAS, the Village of Riverwoods (the “Village”) is a home rule municipality in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs that protect the health, safety and welfare of its citizens; and

WHEREAS, the President and Board of Trustees of the Village find it is advisable to conform the Riverwoods Village Code to recent case law.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RIVERWOODS, as follows:

SECTION ONE: The statements and findings contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

SECTION TWO: The definition for the term “commercial soliciting” in Section 3-3-1 of the Riverwoods Village Code is hereby restated in its entirety to read as follows:

“COMMERCIAL SOLICITING:

Any door to door soliciting for the purpose of seeking to obtain sales or orders for the purchase of goods, wares, merchandise, foodstuffs, services of any kind, character or description whatsoever, for any kind of consideration, whatsoever, except for the sale of books, magazines, periodicals, newspapers or other publications (or subscriptions thereto), through person to-person contact, but commercial solicitation shall not include (a) the sale of goods, whether for present or future delivery, by persons as part of fundraising activities for local schools or youth organizations, or (b) any activity that constitutes exempt soliciting.

SECTION THREE: All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION FOUR: This Ordinance shall be in full force and effect after its passage, approval and publication in the manner provided by law.

AYES:
NAYS:

PASSED AND APPROVED this 6th day of June 2023.

Village President

Attest:

Village Clerk

OLD BUSINESS

COMMITTEE
REPORTS

**Village of Riverwoods
Building Permits Issued
For Date From 05/01/23 to 05/31/23**

<u>Issued</u>	<u>Permit Number</u>	<u>Address</u>	<u>Type</u>	<u>Value</u>	<u>Permit Fee</u>	<u>Plan Review</u>	<u>Inspection</u>	<u>Other Fee</u>	<u>Total Fee</u>
5/2/2023	PB12154	3340 DEERFIELD RD	Driveway	\$15,500.00					
5/3/2023	PB12185	1652 E COURSE DR	Reroof	\$44,933.00					
5/3/2023	PB23-0004	2372 GLEN EAGLES LN	Garage Sale	\$0.00					
5/4/2023	PB12187	1372 KENILWOOD CT	Demolition	\$10,000.00					
5/4/2023	PB12190	2340 WOODLAND LN	Reroof	\$45,219.54					
5/4/2023	PB12191	125 PINE TREE LN	Reroof	\$17,782.36					
5/4/2023	PB12192	2170 WOODLAND LANE	Reroof	\$20,844.50					
5/4/2023	PB12193	1359 WOODLAND LN	Patio	\$74,206.80					
5/5/2023	PB12189	696 MASTERS LN	Reroof	\$25,500.00					
5/8/2023	PB12194	2701 DAIQUIRI DRIVE	Swimming Pool & Spa	\$152,250.00					
5/9/2023	P11961	2590 HAZELNUT LANE	Res Remodel	\$35,741.00					
5/9/2023	PB12181	2549 FOREST GLEN TRL	Driveway	\$17,230.00					
5/9/2023	PB12195	555 CYPRESSPOINT CT	Reroof	\$5,734.17					
5/9/2023	PB12196	2388 PEBBLE BEACH LN	Reroof	\$16,471.00					
5/9/2023	PB23-0005	3060 GREENBRIAR LANE	Garage Sale	\$0.00					
5/9/2023	PB23-0006	1543 SHAWNEE TRAIL	Garage Sale	\$0.00					
5/9/2023	PB23-0007	450 GREENBRIAR LN	Garage Sale	\$0.00					
5/10/2023	PB12186	1638 E COURSE DRIVE	Reroof	\$35,525.00					
5/10/2023	PB12198	1600 SAUNDERS ROAD	Reroof	\$51,162.00					
5/10/2023	PB12199	1310 WOODLAND COURT W	Reroof	\$28,692.53					
5/10/2023	PB12201	2326 CONGRESSIONAL LANE	Reroof	\$24,445.00					
5/10/2023	PB12202	721 CONGRESSIONAL LN	Reroof	\$24,445.00					
5/10/2023	PB12203	1350 KENILWOOD LN	Reroof	\$16,600.00					
5/10/2023	PB12204	2377 WEST COURSE DR	Reroof	\$125,000.00					
5/11/2023	PB12188	1935 STRENGER LANE	Fence	\$14,500.00					
5/11/2023	PB12197	1935 STRENGER LANE	Reroof	\$41,380.00					
5/11/2023	PB12205	2323 GLEN EAGLES LN	Res - Windows/Doors	\$41,222.00					
5/11/2023	PB12206	5 BURR OAK TRL	Driveway & Walkway	\$37,815.00					
5/11/2023	PB12208	694 INTERLOCHEN CT	Reroof	\$14,835.00					
5/11/2023	PB12209	640 SHERRY LANE	Res - Windows/Doors	\$123,387.00					
5/15/2023	PB12210	1556 SAUNDERS RD	Reroof	\$28,700.00					
5/15/2023	PB12211	1403 BLACKHEATH LN	Reroof	\$24,300.00					
5/16/2023	PB12212	556 THORNGATE LANE	Water and Sewer Repair	\$3,000.00					
5/16/2023	PB12213	2454 SEMINOLE COURT	Patio	\$5,000.00					
5/17/2023	P11773	394 SHADOW CREEK LANE	Plumbing	\$0.00					
5/17/2023	PB23-0008	2 BURR OAK TRL	Estate Sale	\$0.00					
5/18/2023	PB12214	718 RINGLAND RD	Reroof	\$58,425.00					
5/18/2023	PB12215	2346 CONGRESSIONAL LANE	Reroof	\$32,990.00					
5/18/2023	PB12216	2461 SHADOW CREEK LN	Reroof	\$23,100.00					
5/18/2023	PB12217	412 CASTLE PINES LN	Reroof	\$31,900.00					
5/18/2023	PB12218	600 TIMBER TRL	Reroof	\$65,000.00					
5/18/2023	PB12219	1576 BRAE BURN CT	Reroof	\$205,194.00					
5/19/2023	PB12222	1439 CLENDENIN LN	Reroof	\$33,000.00					
5/22/2023	PB12184	340 PORTWINE ROAD	Water and Sewer Repair	\$1,930.00					
5/22/2023	PB12224	2434 SEMINOLE CT	Reroof	\$15,835.00					
5/23/2023	PB12223	1384 WOODLAND LN	Patio	\$11,000.00					
5/23/2023	PB12225	1005 OAKHURST	Reroof	\$16,500.00					
5/23/2023	PB12226	1360 WOODLAND LN	Reroof	\$15,000.00					

5/24/2023	PB12227	2331 LEGENDS CT	Reroof	\$19,410.00
5/24/2023	PB12228	2 BURR OAK TRL	Reroof	\$27,203.39
5/24/2023	PB12229	1675 EAST COURSE DR	Reroof	\$116,699.00
5/24/2023	PB12230	2560 RIVERWOODS RD	Garage	\$100,000.00
5/24/2023	PB12232	403 CASTLE PINES LN	Reroof	\$28,228.00
5/24/2023	PB12233	2570 RIVERWOODS RD	Reroof	\$27,072.24
5/26/2023	PB12236	1810 SAUNDERS RD	Reroof	\$6,000.00
5/30/2023	PB12235	1484 E COURSE DR	Reroof	\$17,700.00
5/30/2023	PB12237	711 BAY HILL CT	Reroof	\$31,490.00
5/30/2023	PB12238	691 BAY HILL COURT	Reroof	\$15,360.00
5/30/2023	PB12239	880 PORTWINE RD	Reroof	\$21,563.00
5/30/2023	PB12240	1758 CLENDENIN LN	Reroof	\$18,500.00
5/31/2023	PB12200	645 JUNE BERRY RD	Res - Windows/Doors	\$23,854.00
5/31/2023	PB12241	615 SHERRY LANE	Screen Porch	\$2,500.00
5/31/2023	PB12242	2290 W COURSE DR	Reroof	\$17,965.50
5/31/2023	PB12243	2571 PALMER COURT	Reroof	\$33,940.00

Total Permits	64	\$2,138,780.03	\$10,277.11	\$5,960.00	\$9,920.00	\$0.00	\$26,157.11
May, 2022	38	\$678,440.43	\$9,755.12	\$5,680.00	\$0.00	\$0.00	\$15,435.12
YTD 2021	118	\$3,265,035.97	\$40,920.75	\$17,840.00	\$0.00	\$0.00	\$58,760.75
YTD 2022	109	\$4,665,724.82	\$92,064.62	\$20,551.00	\$0.00	\$0.00	\$112,615.62
YTD 2023	120	\$3,819,497.26	\$28,009.11	\$13,076.00	\$20,483.75	\$0.00	\$61,568.86
Inspections	73						