



BOARD OF TRUSTEES

Final Agenda

300 PORTWINE ROAD

RIVERWOODS, IL 60015

January 16, 2024

7:30 P.M.

Riverwoods.gov/streamBOT

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF MINUTES
 - a. Board of Trustees January 2, 2024
5. FINANCE DIRECTOR'S REPORT
 - a. Approval of Bills
6. TREASURER'S REPORT
7. DIRECTOR OF COMMUNITY SERVICES REPORT
8. CONSULTANTS' REPORTS
 - a. ATTORNEY'S REPORT
 - b. ENGINEER'S REPORT
 - c. ECOLOGIST'S REPORT
9. PLAN COMMISSION REPORT
10. ZONING BOARD OF APPEALS REPORT
11. POLICE REPORT
12. FIRE DISTRICT REPORT
13. INFORMATION ITEMS & COMMENTS FROM THE PRESIDENT
 - a. Status of a Trustee Workshop Regarding Roles and Responsibilities
14. NEW BUSINESS
 - a. Approval of an Ordinance Concerning Transportation of Asylum Seekers
 - b. Resolution Approving an Agreement Not to Enforce Declaration of Covenant and Restriction
15. OLD BUSINESS
 - a. Approval of an Ordinance Amending the Village Code Concerning Registration of Certain Residential Properties – Second Reading and Approval
16. VISITORS WISHING TO ADDRESS THE BOARD
17. EXECUTIVE SESSION
 - a. Litigation, Acquisition, Property, and Personnel
18. ESTABLISH TIME AND DATE FOR NEXT MEETING
 - a. Board of Trustees Regular Meeting February 6, 2024, 7:30 PM
19. ADJOURNMENT

Minutes

Village of Riverwoods
Board of Trustees Meeting
January 2, 2024
Draft

Present:

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

Also Present:

Bruce Huvad, Village Attorney
Commander Pfitzenreuter, Police Department
Stephen Witt, Director of Community Services
Tony Vasquez, Finance Director

The meeting was called to order at 7:40 pm (due to technical equipment issues)

Approval of Minutes

- a. Board of Trustees December 19, 2023

Trustee Jamerson moved to approve the minutes of the December 19, 2023 Board of Trustees meeting. Trustee Smith seconded the motion. The motion passed unanimously on a voice vote.

Finance Director's Report

- a. Approval of Bills

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

AYES: Clayton, Dikin, Eastmond, Hollander, Jamerson, Smith (6)

NAYS: None (0)

Plan Commission Report

Plan Commission Chairperson Laurie Breitkopf reported the Plan Commission will be meeting on January 4, 2024 to discuss the potential of a Planned Unit Development (PUD) on the Wolters Kluwer property.

Police Report

The police activity is attached to the end of the minutes.

Information Items from the President

Mayor Ford noted that there will be changes to certain internal organizational meetings, mainly the suspension of the traditional Consultants' Meeting replaced with a Senior Staff Meeting focused on more efficient use of consultant and staff time. In the coming year, Senior Staff will be working on the development of policies and financial management. The proposed workshop for the Board will move forward engaging Teska Associates for an educational session on the role and responsibilities of trustees.

New Business

- a. Approval of a Contract with [AVI Systems] or [Abt] for purchase and Installation of Audio Visual Equipment for Village Hall

Mayor Ford noted that after the discussion at the prior Board meeting there remained 2 qualified bidders. Insofar as a proposal has not been received by the 2nd bidder due to the holidays, staff is seeking Board guidance on whether or not staff may move forward without further Board action.

After discussion, Trustee Jamerson moved to authorize staff to proceed with the evaluation, selection and contracting with a provider for an amount not to exceed \$20,000. Trustee Smith seconded the motion.

AYES: Clayton, Dikin, Eastmond, Hollander, Jamerson, Smith (6)

NAYS: None (0)

- b. Approval of a Contract with Oleson Construction for \$20,500 for the Repair and Replacement of Fire Hydrants

Referencing the memo from Gewalt Hamilton Associates, Inc. (GHA), Mayor Ford noted the full description of the necessary work and the bidding process. GHA recommended Oleson as a qualified bidder providing the lowest bid.

Trustee Jamerson moved to approve the contract with Oleson Construction at an amount not to exceed \$20,500. Trustee Clayton seconded the motion.

AYES: Clayton, Dikin, Eastmond, Hollander, Jamerson, Smith (6)

NAYS: None (0)

- c. Approval of an Ordinance Amending the Village Code Concerning Registration of Certain Residential Properties

Attorney Huvard provide background regarding the adoption of the ordinance requiring registration of rental properties before the impact of short term, online rentals of homes and properties were known.

Subsequently, zoning text amendments regarding home occupation were adopted. The minimum short term rental (now defined as a “home stay rental”) is 4 weeks. Home stay rentals that meet the criteria in the ordinance are considered permitted home occupations.

Given the new regulations, it has become necessary to restate the earlier rental registration provisions. The proposed ordinance requires registration when an owner seeks to use their home for home stay rentals (use by persons who are not primary residents) or for other rental use (otherwise permitted) under what might be termed a normal lease – e.g., a lease of a home with residents who live in the home as a primary residence.

In either case, the proposed ordinance requires registration as part of which the building department will conduct an inspection to examine life safety compliance.

Provisions for fines and administrative adjudication of enforcement were mostly retained in the new version but the terminology has been extensively re-worked to better coincide with the new zoning regulations.

First reading only was requested.

Trustee Jamerson moved for First Reading of the Ordinance Amending the Village Code Concerning Registration of Certain Residential Properties. Trustee Clayton seconded the motion. The motion passed unanimously on a voice vote.

Board discussion covered the issues of owner liability, Village inspection of the premises, Village liability, costs of inspection, consequences of a failed inspection, fines for non-registration or non-compliance with the Ordinance generally, and length of time permitted for rental.

Adjournment

Prior to Adjournment, Trustee Clayton complimented the RRA on the invitation to the renewed Arts & Riverwoods Event on February 9, 2024.

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

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The meeting was adjourned at 8:25 pm

The next regular meeting of the Board of Trustees will take place on January 16, 2024 at 7:30 pm.

Respectfully submitted,

Vivian Holfeld
Deputy Village Clerk

Attachments:
Police Report

Bills



VILLAGE OF
RIVERWOODS
ESTD 1959

January 11, 2024

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

FROM: Moses Diaz

RE: Council Report for January 16, 2024

Attached are the Invoices for approval at the January 16, 2024 BOT Meeting:

Fund Number	Fund Name	Total
001	General Fund	\$113,353.36
104	MFT	\$30,174.75
119	SSA 19	\$6,480.06
121	SSA 21	\$8,967.79
122	SSA 22	\$9,806.41
125	SSA 25	\$7,886.44
126	SSA 26	\$53,023.69
128	SSA 28	\$11,207.44
129	SSA 29	\$14,876.74
130	SSA 30	\$855.64
501	Water Fund	\$80,834.46
502	Sewer Fund	\$1,749.24
503	TIF #1	\$0.00
504	TIF #2	\$262.50
505	Capital Project Fund	\$0.00
TOTAL TO BE APPROVED:		\$339,478.52

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 12/31/2023 - 01/11/2024

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 0634 - AZAVAR AUDIT							
157512 00015761	AZAVAR AUDIT MUNICIPAL UTILITY TAX AUDIT PROGRAM 001-101-50360	12/31/2023 MDIAZ MUNICIPAL UTILITY TAX AUDIT PROGRAM		56.12 56.12	56.12	Open	N 12/31/2023
Total Vendor 0634 - AZAVAR AUDIT				56.12	56.12		
Vendor 0014 - BADGER METER INC							
80148120 00015750	BADGER METER INC WATER METER EXPENSE 501-000-51000	12/28/2023 MDIAZ WATER METERS EXPENSE		979.71 979.71	979.71	Open	N 12/31/2023
Total Vendor 0014 - BADGER METER INC				979.71	979.71		
Vendor 0751 - BAXTER & WOODMAN NATURAL RESOURCES LLC							
0253776 00015751	BAXTER & WOODMAN NATURAL RESOURCES FORESTER SERVICES, DECEMBER 2023 001-102-50350	12/18/2023 MDIAZ FORESTER SERVICES, DECEMBER 2023		6,917.41 6,917.41	6,917.41	Open	N 12/31/2023
Total Vendor 0751 - BAXTER & WOODMAN NATURAL RESOURCES LLC				6,917.41	6,917.41		
Vendor 0043 - BRUCE DAYNO							
231223XREIMB 00015814	BRUCE DAYNO CELL PHONE REIMBURSEMENT 001-110-50520	12/23/2023 MDIAZ CELL PHONE REIMBURSEMENT		50.00 50.00	50.00	Open	N 12/31/2023
Total Vendor 0043 - BRUCE DAYNO				50.00	50.00		
Vendor 0020 - CANON SOLUTIONS AMERICA INC							
628647 00015770	CANON SOLUTIONS AMERICA INC COPIER MAINTENANCE 001-110-60511	12/01/2023 MDIAZ COPIER MAINTENANCE		178.55 178.55	178.55	Open	N 12/31/2023

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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 0020 - CANON SOLUTIONS AMERICA INC							
633586 00015774	CANON SOLUTIONS AMERICA INC COPIER MAINTENANCE 001-110-60511	01/01/2024 MDIAZ COPIER MAINTENANCE		164.23 164.23	164.23	Open	N 12/31/2023
6006612092 00015815	CANON SOLUTIONS AMERICA INC COPIER MAINTENANCE 001-101-60511	12/29/2023 MDIAZ COPIER MAINTENANCE		220.59 220.59	220.59	Open	N 12/31/2023
6006614856 00015816	CANON SOLUTIONS AMERICA INC COPIER MAINTENANCE 001-101-60511	12/29/2023 MDIAZ COPIER MAINTENANCE		17.47 17.47	17.47	Open	N 01/11/2024
Total Vendor 0020 - CANON SOLUTIONS AMERICA INC				580.84	580.84		
Vendor 0029 - CHICAGOLAND PAVING CONTRACTORS, INC							
234301 00015818	CHICAGOLAND PAVING CONTRACTORS, INC VILLAGE OF RIVERWOODS - 2023 ROAD MAINTENANCE - STREETS 104-000-50140 121-000-50140 122-000-50140 125-000-50140 126-000-50140 128-000-50140 129-000-50140 130-000-50140 119-000-50140	11/01/2023 MDIAZ MINTENANCE - STREETS MINTENANCE - STREETS MAINTENANCE - STREETS MINTENANCE - STREETS MAINTENANCE - STREETS MAINTENANCE - STREETS MAINTENANCE - STREETS MINTENANCE - STREETS MINTENANCE - STREETS		141,678.96 28,574.75 8,967.79 9,806.41 7,886.44 53,023.69 11,207.44 14,876.74 855.64 6,480.06	141,678.96	Open	N 12/31/2023
Total Vendor 0029 - CHICAGOLAND PAVING CONTRACTORS, INC				141,678.96	141,678.96		
Vendor 0797 - CIOX HEALTH							
0442566707 00015779	CIOX HEALTH PATIENT NAME: AUSTIN JOSEPH 001-110-50360	12/20/2023 MDIAZ PATIENT NAME: AUSTIN JOSEPH		119.70 119.70	119.70	Open	N 12/31/2023
Total Vendor 0797 - CIOX HEALTH				119.70	119.70		
Vendor 0740 - CIVICPLUS LLC							

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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 0740 - CIVICPLUS LLC							
288140 00015749	CIVICPLUS LLC WEBSITE MAINENANCE, 1/1/2024 - 12/31/202 MDIAZ 001-101-60549	01/01/2024 WEBSITE - MAINTENANCE		2,660.00 2,660.00	2,660.00	Open	N 01/02/2024
Total Vendor 0740 - CIVICPLUS LLC				<u>2,660.00</u>	<u>2,660.00</u>		
Vendor 0718 - COMCAST BUSINESS							
231226COMCASTX1 00015754	COMCAST BUSINESS INTERNET 502-000-50710	12/26/2023 MDIAZ INTERNET		221.17 221.17	221.17	Open	N 01/03/2024
189976713 00015759	COMCAST BUSINESS POLICE & VILLAGE HALL TELEPHONE SERVICE MDIAZ 001-101-50520 001-110-50520	12/15/2023 VILLAGE HALL TELEPHONE EXPENSE POLICE TELEPHONE EXPENSE		1,118.95 559.48 559.47	1,118.95	Open	N 12/31/2023
240101COMCASTX1 00015762	COMCAST BUSINESS OFF-SITE LIFT STATION - 644 THORNGATE LN MDIAZ 502-000-50520	01/01/2024 OFF-SITE LIFT STATION - 644 THORNGATE LN		68.71 68.71	68.71	Open	N 01/09/2024
Total Vendor 0718 - COMCAST BUSINESS				<u>1,408.83</u>	<u>1,408.83</u>		
Vendor 0038 - COMED							
240103COMEDX008 00015788	COMED UTILITY EXPENSE - ELECTRIC 502-000-50710	01/03/2024 MDIAZ UTILITY EXPENSE - ELECTRIC		26.24 26.24	26.24	Open	N 12/31/2023
240103COMEDX711 00015789	COMED UTILITY EXPENSE - ELECTRIC 502-000-50710	01/03/2024 MDIAZ UTILITY EXPENSE - ELECTRIC		45.50 45.50	45.50	Open	N 12/31/2023
240103COMEDX109 00015790	COMED UTILITY EXPENSE - ELECTRIC 502-000-50710	01/03/2024 MDIAZ UTILITY EXPENSE - ELECTRIC		54.50 54.50	54.50	Open	N 12/31/2023

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Vendor 0038 - COMED							
240103COMEDX300							
00015791	COMED	01/03/2024		69.86	69.86	Open	N
	UTILITY EXPENSE - ELECTRIC	MDIAZ					12/31/2023
	502-000-50710	UTILITY EXPENSE - ELECTRIC		69.86			
240103COMEDX014							
00015792	COMED	01/03/2024		2,223.10	2,223.10	Open	N
	UTILITY EXPENSE - ELECTRIC	MDIAZ					12/31/2023
	501-000-50710	UTILITY EXPENSE - ELECTRIC		2,223.10			
240103COMEDX613							
00015793	COMED	01/03/2024		38.28	38.28	Open	N
	UTILITY EXPENSE - ELECTRIC	MDIAZ					12/31/2023
	501-000-50710	UTILITY EXPENSE - ELECTRIC		38.28			
240103COMEDX714							
00015794	COMED	01/03/2024		25.13	25.13	Open	N
	UTILITY EXPENSE - ELECTRIC	MDIAZ					12/31/2023
	501-000-50710	UTILITY EXPENSE - ELECTRIC		25.13			
240103COMEDX214							
00015795	COMED	01/03/2024		199.31	199.31	Open	N
	UTILITY EXPENSE - ELECTRIC	MDIAZ					12/31/2023
	001-104-50720	UTILITY EXPENSE - ELECTRIC		199.31			
Total Vendor 0038 - COMED				2,681.92	2,681.92		
Vendor 0637 - CWKK CRIMEDEX							
BAC71D80-0005							
00015780	CWKK CRIMEDEX	01/05/2024		79.00	79.00	Open	N
	SUBSCRIPTION - CRIMEDEX LAW ENFORCEMENT, MDIAZ						01/09/2024
	001-110-60543	SUBSCRIPTION - CRIMEDEX LAW ENFORCEMENT		79.00			
Total Vendor 0637 - CWKK CRIMEDEX				79.00	79.00		
Vendor 0041 - DAILY HERALD MEDIA GROUP							
276711							
00015785	DAILY HERALD MEDIA GROUP	01/08/2024		202.40	202.40	Open	N
	PUBLIC HEARINGS - BID	MDIAZ					01/10/2024
	001-101-50570	PUBLIC HEARINGS - BID		202.40			
Total Vendor 0041 - DAILY HERALD MEDIA GROUP							

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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 0041 - DAILY HERALD MEDIA GROUP							
				202.40	202.40		
Vendor 0276 - DIGITAL CURRENCY SYSTEMS							
QB116514 00015744	DIGITAL CURRENCY SYSTEMS IT CONSULTANT - MONTHLY RETAINER 001-101-50365	01/01/2024 MDIAZ IT CONSULTANT - MONTHLY RETAINER		1,053.01 1,053.01	1,053.01	Open	N 01/02/2024
QB116905 00015781	DIGITAL CURRENCY SYSTEMS LAPTOP SETUP FOR VIVIAN HOFELD 001-101-50365	01/09/2024 MDIAZ LAPTOP SETUP FOR VIVIAN HOFELD		136.50 136.50	136.50	Open	N 01/09/2024
Total Vendor 0276 - DIGITAL CURRENCY SYSTEMS				1,189.51	1,189.51		
Vendor 0049 - ERNIE'S WRECKER SERVICE							
248516 00015776	ERNIE'S WRECKER SERVICE 2019 CHEVY TAHOE #60 - BATTERY 001-110-50010	01/05/2024 MDIAZ 2019 CHEVY TAHOE #60 - BATTERY		627.25 627.25	627.25	Open	N 01/09/2024
248517 00015777	ERNIE'S WRECKER SERVICE 2015 CHEVROLET TAHOE - BLACK #62 - OIL C 001-110-50010	01/05/2024 MDIAZ 2015 CHEVROLET TAHOE - #62 - OIL CHANGE		77.54 77.54	77.54	Open	N 01/09/2024
Total Vendor 0049 - ERNIE'S WRECKER SERVICE				704.79	704.79		
Vendor 0708 - FIELDS CHRYSLER JEEP DODGE RAM							
634215 00015775	FIELDS CHRYSLER JEEP DODGE RAM 2021 DODGE DURANGO, PREPARE FOR EMISSION 001-110-50010	12/05/2023 MDIAZ 2021 DODGE DURANGO-PREPARE FOR EMISSIONS		821.31 821.31	821.31	Open	N 12/31/2023
Total Vendor 0708 - FIELDS CHRYSLER JEEP DODGE RAM				821.31	821.31		
Vendor 0638 - FRONTLINE PUBLIC SAFETY SOLUTIONS							

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 0638 - FRONTLINE PUBLIC SAFETY SOLUTIONS							
FL54814 00015771	FRONTLINE PUBLIC SAFETY SOLUTIONS SOFTWARE - POLICY TRACKER, 1 YEAR 001-110-60541	01/24/2024 MDIAZ SOFTWARE - POLICY TRACKER, 1 YEAR		1,500.00 1,500.00	1,500.00	Open	N 01/09/2024
FL52039 00015796	FRONTLINE PUBLIC SAFETY SOLUTIONS SOFTWARE - FRONTLINE PUBLIC SAFETY SOLUT 001-110-60541	02/23/2024 MDIAZ SOFTWARE - PS SOLUTIONS MOBILE TOOL KIT		1,109.00 1,109.00	1,109.00	Open	N 01/10/2024
Total Vendor 0638 - FRONTLINE PUBLIC SAFETY SOLUTIONS				2,609.00	2,609.00		
Vendor 0056 - GARVEY'S OFFICE PRODUCTS							
PINV2515204 00015753	GARVEY'S OFFICE PRODUCTS OFFICE SUPPLIES 001-101-60510	01/03/2024 MDIAZ OFFICE SUPPLIES		154.32 154.32	154.32	Open	N 01/03/2024
CM203908 00015760	GARVEY'S OFFICE PRODUCTS OFFICE SUPPLIES - RETURN 001-101-60510	01/08/2024 MDIAZ OFFICE SUPPLIES - RETURN		(32.29) (32.29)	(32.29)	Open	N 12/31/2023
PINV2518226 00015763	GARVEY'S OFFICE PRODUCTS OFFICE SUPPLIES 001-101-60510	01/09/2024 MDIAZ OFFICE SUPPLIES		32.29 32.29	32.29	Open	N 12/31/2023
PINV2516643 00015764	GARVEY'S OFFICE PRODUCTS OFFICE SUPPLIES 001-101-60510	01/05/2024 MDIAZ OFFICE SUPPLIES		73.52 73.52	73.52	Open	N 01/09/2024
PINV2517432 00015765	GARVEY'S OFFICE PRODUCTS OFFICE SUPPLIES 001-101-60510	01/08/2024 MDIAZ OFFICE SUPPLIES		290.00 290.00	290.00	Open	N 01/09/2024
PINV2515759 00015766	GARVEY'S OFFICE PRODUCTS OFFICE SUPPLIES 001-110-60510	01/04/2024 MDIAZ OFFICE SUPPLIES		53.94 53.94	53.94	Open	N 01/09/2024
Total Vendor 0056 - GARVEY'S OFFICE PRODUCTS							

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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 0056 - GARVEY'S OFFICE PRODUCTS				571.78	571.78		
Vendor 0057 - GEWALT HAMILTON							
9770.002 - 11 00015798	GEWALT HAMILTON GENERAL VILLAGE ENGINEERING 001-101-50320	12/31/2023 MDIAZ GENERAL VILLAGE ENGINEERING		14,267.25 14,267.25	14,267.25	Open	N 12/31/2023
9770.008 - 14 00015799	GEWALT HAMILTON VILLAGE-WIDE STORMWATER STUDY 001-101-50320	12/31/2023 MDIAZ VILLAGE-WIDE STORMWATER STUDY		4,668.50 4,668.50	4,668.50	Open	N 12/31/2023
9770.004 - 8 00015800	GEWALT HAMILTON FLATWOODS HERITAGE CENTER 001-101-50320	12/31/2023 MDIAZ FLATWOODS HERITAGE CENTER		852.50 852.50	852.50	Open	N 12/31/2023
9770.003 - 3 00015801	GEWALT HAMILTON DEERFIELD ROAD COORDINATION 001-104-50320	12/31/2023 MDIAZ DEERFIELD ROAD COORDINATION		310.00 310.00	310.00	Open	N 12/31/2023
9770.010 - 4 00015802	GEWALT HAMILTON 1400 SAUNDERS DEVELOPMENT 001-101-50320	12/31/2023 MDIAZ 1400 SAUNDERS DEVELOPMENT		465.00 465.00	465.00	Open	N 12/31/2023
9770.150 - 8 00015803	GEWALT HAMILTON ROAD PROGRAM 001-104-50320	12/31/2023 MDIAZ ROAD PROGRAM		354.00 354.00	354.00	Open	N 12/31/2023
9770.264 - 9 00015804	GEWALT HAMILTON IEPA MS4 INSPECTION COORDINATION 001-104-50433	12/31/2023 MDIAZ IEPA MS4 INSPECTION COORDINATION		571.00 571.00	571.00	Open	N 12/31/2023
9770.700 - 5 00015805	GEWALT HAMILTON SEWER 502-000-50320	12/31/2023 MDIAZ SEWER		635.00 635.00	635.00	Open	N 12/31/2023

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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 0057 - GEWALT HAMILTON							
9770.347 - 7 00015806	GEWALT HAMILTON WATER INFRASTRUCTURE IMPRV 501-000-50320	12/31/2023 MDIAZ WATER INFRASTRUCTURE IMPRV		800.00 800.00	800.00	Open	N 12/31/2023
9770.348 - 11 00015807	GEWALT HAMILTON SAUNDERS RD WATER MAIN REPLACEMENT 501-000-80202	12/31/2023 MDIAZ SAUNDERS RD WATER MAIN REPLACEMENT		3,857.00 3,857.00	3,857.00	Open	N 12/31/2023
9770.604 - 41 00015808	GEWALT HAMILTON WATER SYSTEM OPERATIONS 501-000-50320	12/31/2023 MDIAZ WATER SYSTEM OPERATIONS		18,639.50 18,639.50	18,639.50	Open	N 12/31/2023
9770.606 - 11 00015809	GEWALT HAMILTON UTILITY BILLING 501-000-50320	12/31/2023 MDIAZ UTILITY BILLING		7,490.00 7,490.00	7,490.00	Open	N 12/31/2023
9770.600 - 3 00015810	GEWALT HAMILTON WATER OPS GENERAL 501-000-50320	12/31/2023 MDIAZ WATER OPS GENERAL		1,166.00 1,166.00	1,166.00	Open	N 12/31/2023
9770.401 - 8 00015811	GEWALT HAMILTON GENERAL GIS 001-101-50320	12/31/2023 MDIAZ GENERAL GIS		1,224.00 1,224.00	1,224.00	Open	N 12/31/2023
9770.400 - 3 00015812	GEWALT HAMILTON UTILITY MAP UPDATES 501-000-50320	12/31/2023 MDIAZ UTILITY MAP UPDATES		295.00 295.00	295.00	Open	N 12/31/2023
9770.523 - 7 00015813	GEWALT HAMILTON ASSORTED LOT REVIEWS 2023 001-102-50320	12/31/2023 MDIAZ ASSORTED LOT REVIEWS 2023		232.50 232.50	232.50	Open	N 12/31/2023
Total Vendor 0057 - GEWALT HAMILTON				55,827.25	55,827.25		

Vendor 0754 - HOWARD SIMON

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 12/31/2023 - 01/11/2024

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 0754 - HOWARD SIMON							
12399201 00015752	HOWARD SIMON	01/03/2024		490.75	490.75	Open	N
	PAYROLL SERVICES, 01/04/2024 - 2023 YEAR MDIAZ 001-101-50370	PAYROLL SERVICES, 01/04/2024		490.75			01/03/2024
Total Vendor 0754 - HOWARD SIMON				<u>490.75</u>	<u>490.75</u>		
Vendor 0034 - HUVARD LAW FIRM							
300.001.036 00015786	HUVARD LAW FIRM	01/05/2024		13,680.00	13,680.00	Open	N
	LEGAL EXPENSE - GENERAL MATTERS 001-101-50330	MDIAZ LEGAL EXPENSE		13,680.00			12/31/2023
300.504.001.008 00015787	HUVARD LAW FIRM	01/05/2024		262.50	262.50	Open	N
	TIF#2 - COLONIAL COURT, FEDRAL LIFE, SHO MDIAZ 504-000-50330	LEGAL EXPENSE		262.50			12/31/2023
Total Vendor 0034 - HUVARD LAW FIRM				<u>13,942.50</u>	<u>13,942.50</u>		
Vendor 0651 - IPSAN							
0047151 00015817	IPSAN	12/01/2023		366.00	366.00	Open	N
	BULLET LEADS APP - 1/1/24 THRU 6/30/24 MDIAZ 001-110-60543	BULLET LEADS APP		366.00			01/11/2024
Total Vendor 0651 - IPSAN				<u>366.00</u>	<u>366.00</u>		
Vendor 0636 - LCTA							
231222LCTA 00015784	LCTA	12/22/2023		300.00	300.00	Open	N
	LCTA 2024 MEMBERSHIP DUES 001-101-50610	MDIAZ LCTA 2024 MEMBERSHIP DUES		300.00			01/10/2024
Total Vendor 0636 - LCTA				<u>300.00</u>	<u>300.00</u>		
Vendor 0531 - MELISSA C.WACH							

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 12/31/2023 - 01/11/2024

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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							
240102WACH 00015746	MELISSA C.WACH DECEMBER 2023 PROSECUTION LEGAL FEES 001-110-50330	01/02/2024 MDIAZ LEGAL EXPENSE		6,300.00 6,300.00	6,300.00	Open	N 12/31/2023
Total Vendor 0531 - MELISSA C.WACH				6,300.00	6,300.00		
Vendor 0122 - MERGENTHALER PLUMBING							
23-12159 00015772	MERGENTHALER PLUMBING REPLACE FLUSH VALVE - SLOAN TOILET VALVE 001-110-50120	12/13/2023 MDIAZ REPLACE FLUSH VALVE - SLOAN TOILET VALVE		295.75 295.75	295.75	Open	N 12/31/2023
Total Vendor 0122 - MERGENTHALER PLUMBING				295.75	295.75		
Vendor 0125 - MICHAEL P.MURRIN							
231231MURRIN 00015745	MICHAEL P.MURRIN PLUMBING INSPECTIONS FOR DECEMBER 2023 001-102-50380	12/31/2023 MDIAZ PLUMBING INSPECTIONS FOR DECEMBER 2023		630.00 630.00	630.00	Open	N 12/31/2023
Total Vendor 0125 - MICHAEL P.MURRIN				630.00	630.00		
Vendor 0650 - MOTOROLA SOLUTIONS-STARCOM121							
7951920231002 00015797	MOTOROLA SOLUTIONS-STARCOM121 RADIO MAINTENANCE 001-110-50220	01/01/2024 MDIAZ DISPATCH SERVICES		987.00 987.00	987.00	Open	N 01/10/2024
Total Vendor 0650 - MOTOROLA SOLUTIONS-STARCOM121				987.00	987.00		
Vendor 0141 - NORTHERN ILLINOIS POLICE ALARM SYSTEM							
15197 00015778	NORTHERN ILLINOIS POLICE ALARM SYST LANGUAGE LINE-NOVEMBER 001-110-50360	12/18/2023 MDIAZ LANGUAGE LINE-NOVEMBER		77.50 77.50	77.50	Open	N 12/31/2023
Total Vendor 0141 - NORTHERN ILLINOIS POLICE ALARM SYSTEM				77.50	77.50		

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 12/31/2023 - 01/11/2024

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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 MISC - RANDI MEREL							
240102RANDIMERE 00015743	RANDI MEREL COST SHARE REIMBURESEMENT - CANOPY THINN MDIAZ 001-106-50820	01/02/2024 CANOPY THINNING		2,850.00 2,850.00	2,850.00	Open	N 12/31/2023
Total Vendor MISC - RANDI MEREL				2,850.00	2,850.00		
Vendor 0384 - SELDEN FOX, LTD.							
230871 00015747	SELDEN FOX, LTD. FINAL BILL - AUDIT, YEAR ENDED DECEMBER MDIAZ 001-101-50300	12/27/2023 AUDIT EXPENSE		5,000.00 5,000.00	5,000.00	Open	N 12/31/2023
Total Vendor 0384 - SELDEN FOX, LTD.				5,000.00	5,000.00		
Vendor MISC - STATE OF MICHIGAN							
240110STATEOFMI 00015783	STATE OF MICHIGAN REQUEST FOR MICHIGAN DRIVER'S RECORD - D MDIAZ 001-110-90900	01/10/2024 REQUEST FOR MICHIGAN DRIVER'S RECORD		16.00 16.00	16.00	Open	N 01/10/2024
Total Vendor MISC - STATE OF MICHIGAN				16.00	16.00		
Vendor 0195 - THOMPSON ELEVATOR INSPECTION							
24-0032 00015782	THOMPSON ELEVATOR INSPECTION ELEVATOR INSPECTIONS MDIAZ 001-102-50340	01/05/2024 ELEVATOR INSPECTIONS		43.00 43.00	43.00	Open	N 12/31/2023
Total Vendor 0195 - THOMPSON ELEVATOR INSPECTION				43.00	43.00		
Vendor 0196 - THOMSON REUTERS - WEST							
849366531 00015768	THOMSON REUTERS - WEST SOFTWARE SUBSCRIPTION MDIAZ 001-110-60543	12/01/2023 SOFTWARE SUBSCRIPTION		273.14 273.14	273.14	open	N 12/31/2023

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 0196 - THOMSON REUTERS - WEST							
849523222							
00015769	THOMSON REUTERS - WEST SOFTWARE SUBSCRIPTION 001-110-60543	01/01/2024 MDIAZ SOFTWARE SUBSCRIPTION		273.14 273.14	273.14	Open	N 12/31/2023
Total Vendor 0196 - THOMSON REUTERS - WEST				546.28	546.28		
Vendor 0667 - USIC LOCATING SERVICES,LLC							
633117							
00015748	USIC LOCATING SERVICES,LLC LOCATING SERVICES 501-000-50360 502-000-50360	12/31/2023 MDIAZ LOCATING SERVICES LOCATING SERVICES		1,256.52 628.26 628.26	1,256.52	Open	N 12/31/2023
Total Vendor 0667 - USIC LOCATING SERVICES,LLC				1,256.52	1,256.52		
Vendor 0325 - VILLAGE OF DEERFIELD - DISPATCH SVC							
44646							
00015773	VILLAGE OF DEERFIELD - DISPATCH SVC DISPATCH SERVICES - 4TH QUARTER 2023, OC 001-110-50220	10/17/2023 MDIAZ DISPATCH SERVICES - 4TH QUARTER 2023		39,762.00 39,762.00	39,762.00	Open	N 12/31/2023
Total Vendor 0325 - VILLAGE OF DEERFIELD - DISPATCH SVC				39,762.00	39,762.00		
Vendor 0207 - VILLAGE OF DEERFIELD							
559422							
00015757	VILLAGE OF DEERFIELD WATER USAGE 501-000-50750	01/05/2024 MDIAZ WATER USAGE		5.80 5.80	5.80	Open	N 12/31/2023
559425							
00015758	VILLAGE OF DEERFIELD WATER USAGE 501-000-50750	01/05/2024 MDIAZ WATER USAGE		23.20 23.20	23.20	Open	N 12/31/2023
Total Vendor 0207 - VILLAGE OF DEERFIELD				29.00	29.00		
Vendor 0209 - VILLAGE OF NORTHBROOK							

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 12/31/2023 - 01/11/2024

POSTED AND UNPOSTED
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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 0209 - VILLAGE OF NORTHBROOK							
240103NBK 00015755	VILLAGE OF NORTHBROOK WATER PURCHASE 501-000-50770	01/03/2024 MDIAZ WATER PURCHASE		44,663.48 44,663.48	44,663.48	Open	N 12/31/2023
Total Vendor 0209 - VILLAGE OF NORTHBROOK				<u>44,663.48</u>	<u>44,663.48</u>		
Vendor 0795 - WAYNE ENDRE CONTRACTING, INC.							
240101WAYNEENDR 00015767	WAYNE ENDRE CONTRACTING, INC. SNOW REMOVAL 123123 104-000-50180	01/01/2024 MDIAZ SNOW REMOVAL 123123		1,600.00 1,600.00	1,600.00	Open	N 12/31/2023
Total Vendor 0795 - WAYNE ENDRE CONTRACTING, INC.				<u>1,600.00</u>	<u>1,600.00</u>		
Vendor 0729 - WEX BANK							
94368326 00015756	WEX BANK MONTHLY FUEL 001-110-60550	01/06/2024 MDIAZ MONTHLY FUEL		1,184.21 1,184.21	1,184.21	Open	N 12/31/2023
Total Vendor 0729 - WEX BANK				<u>1,184.21</u>	<u>1,184.21</u>		

# of Invoices:	75	# Due: 75	Totals:	339,510.81	339,510.81
# of Credit Memos:	1	# Due: 1	Totals:	(32.29)	(32.29)
Net of Invoices and Credit Memos:				339,478.52	339,478.52

--- TOTALS BY FUND ---

001 GENERAL	113,353.36	113,353.36
104 MFT	30,174.75	30,174.75
119 HIAWATHA WOODS	6,480.06	6,480.06
121 SSA 21 - MEDAOWLAKE	8,967.79	8,967.79
122 SSA 22 TIMBERS ROAD	9,806.41	9,806.41
125 SSA 25 ROAD MAINT.	7,886.44	7,886.44
126 SSA 26 ROAD MAINT.	53,023.69	53,023.69
128 SSA 28 ROAD MAINT.	11,207.44	11,207.44
129 SSA 29 RINGLAND RD.	14,876.74	14,876.74
130 SSA 30 BURR OAK TRAIL	855.64	855.64

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
	501 CONSOLIDATED WATER FUND			80,834.46	80,834.46		
	502 SEWER FUND			1,749.24	1,749.24		
	504 TIF # 2 - FEDERAL LIFE			262.50	262.50		
--- TOTALS BY DEPT/ACTIVITY ---							
	000			226,125.16	226,125.16		
	101 ADMINISTRATION			46,371.41	46,371.41		
	102 BUILDING DEPARTMENT			7,822.91	7,822.91		
	104 ROAD & BRIDGE & STORM WATER			1,434.31	1,434.31		
	106 WOODLAND MANAGEMENT			2,850.00	2,850.00		
	110 POLICE			54,874.73	54,874.73		

Police Report



Riverwoods Police Incident Analysis Report Summary by Incident Type 1/16/2024

Activity Through January 10th of Each Year

Incident Type	2024 YTD	This Time 2023 YTD
46 (7503) (Mortorist Assist)	1	3
50 PD (7572) (Crash Property Damage)	4	-
50 PI (7571) (Crash Personal Injury)	1	-
50 Priv Prop (7573) (Crash Private Property)	-	1
911 Hang up (7911)	1	-
Ambulance (7021)	14	6
Animal Problem (7245)	1	-
AOA (7001)	3	7
Armed Robbery (0310)	-	-
Assault (0500)	-	-
Attempt Suicide (7221)	-	-
Battery - Simple (0460)	-	-
Battery (0400)	-	-
Burg - From Motor Veh (0760)	-	-
Burglar Alarm (7082)	7	4
Burglary - Residential (0625)	-	-
Burglary (0600)	-	-
Cell 911 (7912)	-	-
Child Seat Inspect (7042)	-	-
Construction Comp (7078)	-	-
Controlled Substance (2000)	-	-
Credit Card Fraud (1150)	-	-
Crim Damage to Prop (1310)	-	-
Crim Sexual Assault (1563)	-	-
Crim Trespass to Land (1330)	-	-
Crim Trespass to Veh (1360)	-	-
Death Investigation (7231)	-	-
Deceptive Practice (1110)	-	-
Domestic Battery (0486)	-	-
Domestic Trouble (7130)	-	-
DUI (2410)	2	1
Fingerprinting (7039)	-	-
Fire Alarm (0733)	2	1
Fire Call (7024)	1	1
Fireworks Complaints (3001)	-	-
Forgery (1120)	-	-
Found Animal (7246)	-	-
Found Prop. (7156)	-	-
Harassment by Telephone (2825)	-	-
Hold Up Alarm (7083)	-	-
Identity Theft (7198)	-	-
Lock out - Vehicle (7051)	-	-
Lost / Mislaid Prop (7144)	-	-
Missing Person (7178)	-	-
Noise Comp (7078)	1	-
Notification (7049)	-	-
Other Comp (7079)	1	1
Other Investigation (7199)	1	-

Incident Type	2024 YTD	This Time 2023 YTD
Other Trouble (7139)	-	-
Parking Complaint (7522)	-	-
Premise Exam (7041)	74	44
Public Service (7040)	-	1
Roadway Debris (7250)	-	2
Solicitor (7063)	-	-
Suicide (7211)	-	-
Suspicious Auto (7123)	2	2
Suspicious Person (7123)	1	-
Telephone Threat (2820)	-	-
Theft from Motor Veh (0710)	-	-
Theft of Motor Veh (0910)	-	-
Theft Over \$500 (0815)	1	-
Theft Under \$500 (0825)	1	-
Traffic Complaint (7521)	3	2
Turned in Weapon/Ammo (7160)	-	-
Village Ord. Violation (7500)	-	-
Well Being Check (7045)	2	2
Total:	124	78
Crime Prevention Notices	25	21
Case Reports	5	1
Traffic Stops	62	48
Number of Citations issued	17	25
Number of Persons Issued Citations	9	16

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

New Business

14. New Business

a. Approval of an Ordinance Concerning Transportation of Asylum Seekers

Much has been in the news regarding the transportation of those seeking asylum in our country. Chicago itself has received tens of thousands of individuals by bus. Many Chicago suburbs are now experiencing the sad event of people being dropped off by buses far from support services necessary for their safe arrival. While we do not expect this to impact Riverwoods directly, we should be prepared to welcome and appropriately assist any travelers who may end up on our doorstep. We have received guidance from Lake County and messages from the State, and we are mindful of what other communities are doing.

In order to be prepared, Chief Dayno has had conversations neighboring municipalities as well as made contact with the appropriate supporting services. Other municipalities have either passed ordinances or are looking at legislation as a deterrent to putting travelers in harm's way.

Attached is a proposed Ordinance for the Board's consideration.

ORDINANCE NO. 24-01-__**AN ORDINANCE AMENDING THE RIVERWOODS VILLAGE CODE
REGULATING UNSCHEDULED STOPS**

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 Illinois Municipal Code, 65 ILCS 5/1-2-1.1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-1-1, municipalities are granted the authority to pass and enforce all necessary police ordinances; and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-42-6, municipalities have the authority to license, tax and regulate operators of buses using Village streets; and

WHEREAS, the President and Board of Trustees of the Village has determined that it is in the best interest of the Village, Village residents, and passengers of chartered buses or other transportation services disembarking in the Village, to amend and revise the Riverwoods Village Code to provide for health and safety regulations related to unscheduled stops within the Village.

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: Chapter 10 is hereby added to Title 4 of the Riverwoods Village Code, to read as follows:

UNSCHEDULED STOPS

- 4-10-1: FINDINGS; PURPOSE
- 4-10-2: DEFINITIONS
- 4-10-3: UNSCHEDULED STOPS PROHIBITED
- 4-10-4: APPLICATION FOR UNSCHEDULED STOP
- 4-10-5: CONDITIONS FOR APPROVAL OF APPLICATION
- 4-10-6: NON LIABILITY OF VILLAGE
- 4-10-7: PENALTY; IMPOUNDMENT; MISDEMEANOR

4-10-1: **FINDINGS; PURPOSE:** The Village President and Board of Trustees find and determine that the unscheduled, unannounced, one-way routing and dropping off of passengers in the Village by bus or other transportation chartered services, when such passengers arrive without pre-arranged provisions such as food, shelter, or other resources, constitutes inhumane conditions, creates a dangerous condition for the individuals being dropped off in the Village, and otherwise creates a nuisance and a threat to public safety. The purpose of this chapter is to protect the health and safety of the passengers disembarking from such unscheduled stops, as well as the public health, safety, morals and welfare of the Village and its residents.

4-10-2: **DEFINITIONS:** Unless otherwise expressly stated or clearly indicated by the context, the following terms shall, for the purpose of this chapter, have the meanings indicated in this section. Throughout this chapter, the singular shall include the plural.

CHARTERED SERVICE: A bus or other commercial motor vehicle used for the one-way transportation of 10 or more passengers that is not providing a regularly scheduled service. The following uses are excluded from the definition of a chartered service: bus or van service provided by a local school, park district, special recreational district, day camp, program for seniors, or similar services related to such programmatic purposes, nor shall it apply to courtesy shuttles transporting customers or guests to or from a fixed location as an incidental service provided by a business or the hosts of a private event.

REGULARLY SCHEDULED SERVICE: A bus or other commercial motor vehicle operating as a common carrier for passengers disembarking in the Village on a predictable and recurring basis following a schedule that is published in advance and available to the general public and which provides service in exchange for paying a fare.

UNSCHEDULED STOP: The stopping or standing of a commercial motor vehicle within the Village by a chartered service for the purpose of unloading or the disembarking of passengers.

4-10-3: **UNSCHEDULED STOPS PROHIBITED:** Unscheduled stops are declared to be a nuisance and are prohibited in the Village unless a valid application for an unscheduled stop has been approved as provided in this chapter.

4-10-4: **APPLICATION FOR UNSCHEDULED STOP:**

- A. The owner, operator, or driver of any motor vehicle seeking to conduct an unscheduled stop involving chartered services to which this chapter applies which proposes to conduct an unscheduled stop shall file an application with the Police Chief. The completed application shall contain all required information set forth in Section B below and shall be submitted at least five (5)

calendar days prior to the date of the proposed disembarking date.

B. The Village shall prepare an application form which shall, at a minimum, require an applicant to provide the following information:

1. The full name, full address, and telephone numbers, including mobile telephone numbers of the owner, operator, and driver of the motor vehicle;
2. The full name, full address, and telephone numbers, including mobile telephone numbers of any entity or individuals that have either directed, paid for, or financed the transport of persons who will disembark in the Village;
3. The make, model, state registration/plate number, fleet number, and vehicle identification number (VIN) of the vehicle that will be providing the service;
4. The quantity of persons who are proposed to disembark in the Village;
5. The name, address, or location in the Village where the applicant proposes to allow passengers to disembark;
6. The full names, addresses, telephone numbers, including mobile telephone numbers, and electronic mail addresses of all entities or individuals who will be present to meet and receive the passengers disembarking in the Village;
7. A detailed, written plan signed by the entity or individuals agreeing to be responsible for providing the plan, identifying how the disembarking passengers will be cared for, housed, and fed upon disembarking in the Village;
8. Any additional information that the Police Chief may require;
9. An affirmation by the applicant that the information provided in the application is true and correct. Such affirmation must be attested to by a person authorized to administer oaths or witness affirmations within the state or territory; and
10. An application fee of \$25.00 or such other amount as from time to time set forth in the village fee schedule. A separate chartered transportation application and fee shall be required for each motor vehicle providing the services and shall be valid only for the date, time, and location specified on the approved application.

4-10-5: CONDITIONS FOR APPROVAL OF APPLICATION:

- A. **Application Review:** Upon receipt of an application pursuant to this chapter, the Police Chief shall undertake a review of the information contained in the application to verify its truth and authenticity. If the application is not complete, the Police Chief shall, in writing, advise the applicant of the additional items needed to complete the application. Within three (3) business days after receiving a completed application, and upon payment of all required fees or fines due under this chapter and compliance with all other applicable requirements of this chapter, unless the Police Chief has determined that the applicant is disqualified as provided below, the Village shall issue an approval of the application.
- B. **Operating Conditions:** The approved application for an unscheduled stop may include the following conditions:
1. No more than two motor vehicles providing chartered services may arrive within an hour of each other unless otherwise approved by the Police Chief.
 - 2.. Motor vehicles making an unscheduled stop shall only stop or stand to allow passengers to disembark within the Village between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, but not on any federal, state, or Village holidays; and such motor vehicles shall not allow passengers to disembark except within 30 minutes before or after the time designated in the approved application for the unscheduled stop.
- Each application for an unscheduled stop may contain such further conditions and limitations as are necessary to promote safe and sound passenger disembarkation.
- C. **Processing Applications:** The Police Chief may limit the number of applications for an unscheduled stop that are approved to two (2) on any particular day. Applications will be processed on a first-come, first-served basis, and the approval will be issued to the earliest filed complete and qualifying application. Upon approval of an application, the Police Chief shall inform the applicant that the application is approved and shall provide the applicant, or a person designated thereby, with a telephone number to coordinate the arrival of the motor vehicle in the Village.
- D. **Duties of the Driver:** The driver of a motor vehicle conducting an unscheduled stop must have in their possession a physical or electronic copy of the approved application and present it for inspection at the place of disembarkation, upon request by any employee or designee of the Village. In addition, the driver of such motor vehicle must ensure passengers remain on the bus until the designated Village employee or Village police officer is on site at the designated location for disembarkation to assist in making sure passengers will be transported to their final destination and cared for upon

disembarking in the Village. Violators will be subject to the penalty provisions set forth in this chapter.

- E. Appeal: If the Village denies an application made under this section, the Police Chief shall reduce the findings to writing and transmit the same to the applicant within five (5) calendar days. The applicant may submit a new application or seek relief from the determination by the Police Chief by submitting a written appeal to the mayor's office. The mayor, or the mayor's designee, shall either grant or deny the appeal in writing within seven (7) days of receiving the appeal.
- F. Disqualification; Revocation. The Police Chief shall not approve an application for any person who:
 - 1. Has supplied materially false or misleading information in connection with an application under this section.
 - 2. Has failed to ensure the care, housing, transportation, or feeding of any passengers disembarking in the Village or otherwise failed to implement or perform the detailed plan pursuant to the terms of an approved application.
- G. Revocation of Application: The approval of an application pursuant to this chapter may be revoked by the Police Chief upon the Police Chief's determination that the application contains any false or misleading information.
- H. All actions, reviews, consents and decisions to be taken by the Police Chief in this chapter may be taken by the Police Chief or the Police Chief's designee.

4-10-6: **NO ASSUMPTION OF LIABILITY:** The Village assumes no liability for any aspect of a chartered transportation service or for the failure or neglect of any person associated with the operation of such service by the operator or driver.

4-10-7: **PENALTY; IMPOUNDMENT; MISDEMEANOR:**

- A. Penalty. Any person, firm, or corporation that operates a chartered service and makes an unscheduled stop in violation of any provision of this chapter will be fined in an amount of not less than \$100.00 and no more than \$750.00 per passenger on the motor vehicle, plus any costs incurred by the Village.
- B. Impoundment. Village police officers are hereby authorized to seize and impound any motor vehicle that is used in the commission or furtherance of a violation of this chapter.
- C. Misdemeanor offenses. In addition to the penalties set forth in Sections 4-10-7-A and B, pursuant to 65 ILCS 5/1-2-1.1, any person violating the provisions of Section 4-10-5-D will also be deemed guilty of a

misdemeanor and punishable by incarceration upon conviction in the Village or county jail for a period not exceeding six months.

* * *

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

PASSED & APPROVED this 16th day of January, 2024.

AYES:

NAYS:

Village President

Attest:

Village Clerk

14. NEW BUSINESS

- b. Resolution Approving an Agreement Not to Enforce Declaration of Covenant and Restrictions (Proposed Venn Point project in Parkway North)

Background

The prior memo describing the developer request to amend a certain Declaration of Covenants and Restrictions is included in the packet for reference. At the final December board meeting, The Board directed the preparation of an agreement to release the restrictive covenants that would not prematurely waive the Village's rights.

The Agreement Not Enforce Restrictive Covenants ("Agreement") included in the packet lays out the nature of the underlying agreement, defines the "Relevant Restrictions" and allows the developer a one year period in which to seek zoning approval – during which time, the Village will forbear from enforcing the restrictive covenants.

The Relevant Restrictions require zoning approval granted by the Village of Deerfield for a townhome project with a unit density not exceeding that shown in the Site Plan, with building height of the townhomes limited to three (3) stories as shown in the Site Plan, and with building setbacks for the townhomes and parking facilities from Saunders Road no less than those setbacks shown in the Site Plan (the Site Plan being attached as an exhibit to the agreement).

Ultimately the Village will not be obligated to release the covenants by executing and delivering a final release to the developer until (i) the final Site Plan is approved by Deerfield for a project conforming with the Relevant Restrictions, (ii) a payment of \$25,000 is made to the Village for landscaping enhancement, and (iii) a building permit is issued to begin construction.

The proposed Agreement does not obligate the Village or residents to be supportive of the developer's proposal – only not take action to enforce the existing restrictions.

RESOLUTION R-24-01-01**A RESOLUTION APPROVING AN AGREEMENT
NOT TO ENFORCE RESTRICTIVE COVENANTS**

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 right to enforce a certain Declaration of Covenants and Restrictions recorded in the Lake County Recorder’s Office on February 11, 1985 as document 2337672 (as amended, the “Declaration”); and

WHEREAS, VennPoint Real Estate, LLC, an Illinois limited liability company (the “Developer”), has requested that the Village not enforce certain of the restrictions and conditions contained in the Declaration;

WHEREAS, the President and Board of Trustees of the Village have considered the request and have determined that forbearing to enforce certain of the restrictions and conditions in the Declaration according to the terms and provisions of a certain “Agreement Not To Enforce Restrictive Covenants” will promote the public health, safety and general welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RIVERWOODS, LAKE COUNTY, ILLINOIS:

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

SECTION TWO: The “Agreement Not To Enforce Restrictive Covenants” in the form attached as Exhibit A hereto (the “Agreement”), is hereby approved, and upon receipt of the fees described in Section Three below, the Village President and Village Clerk are hereby authorized and directed to execute and attest the Agreement, indicating such approval for and in the name of the Village.

SECTION THREE: The delivery of the executed Agreement shall be conditioned on the Developer reimbursing the Village, upon request, for the legal fees incurred by the Village in connection with the negotiation and preparation of the Agreement.

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

AYES:

NAYS:

ABSENT:

PASSED & APPROVED this 16th day of January, 2024.

Kristine L. Ford, Village President

Attest:

Vivian Hofeld, Deputy Clerk

EXHIBIT A

AGREEMENT NOT TO ENFORCE RESTRICTIVE COVENANTS

AGREEMENT NOT TO ENFORCE RESTRICTIVE COVENANTS

This Agreement is made and entered into as of January ___, 2024 (the “**Effective Date**”), by and between **VennPoint Real Estate, LLC**, an Illinois limited liability company (inclusive of a subsidiary formed for the purposes described herein, “**Property Developer**”), having an address for notices of 2250 Progress Parkway, Schaumburg, IL 60173, Attention: Nick Marietti, email: Nick@VennPointRE.com, and **Village of Riverwoods**, an Illinois home rule municipal corporation (the “**Village**”), having an address for notices of 300 Portwine Road, Riverwoods, IL 60015, Attention: Mayor Kristine L. Ford, email: kford@riverwoods.gov.

- A. Property Developer is proposing to develop a townhome project on a site within the Parkway North Center, an 85-acre corporate campus located in Deerfield, Illinois, which site would combine several lots of record, commonly known as Three Parkway North, Five Parkway North, and Eight Parkway North, in Deerfield, Illinois. The parcels comprising the site are legally described in Exhibit A attached hereto (collectively, the “Site”).
- B. Property Developer’s concept site plan for developing the Site is shown in Exhibit B attached hereto (the “Site Plan”), which includes the buildings, parking and other improvements constituting its proposed project (the “Project”). A setback exhibit attached as Exhibit C hereto and a cross-section showing line of sight affecting properties on the west side of Saunders Road attached as Exhibit D hereto are included to illustrate the Project parameters embodied in the Site Plan.
- C. The Site, together with other property in the Parkway North Center, is subject to certain land use restrictions contained in a certain Declaration of Covenants and Restrictions recorded in the Lake County Recorder’s Office (“Recorder’s Office”) on February 11, 1985 as document 2337672 (the “Original Declaration”), as amended by a certain First Amendment to Declaration of Covenants and Restrictions recorded in the Recorder’s Office on May 4, 1993 as document 3325015 and as amended by a certain Second Amendment to Declaration of Covenants and Restrictions recorded in the Recorder’s Office on September 23, 1993 as document 34023030 (the Original Declaration, as so amended, the “Declaration”).
- D. Property Developer acknowledges that the Site is subject to covenants and restrictions and other provisions contained in the Declaration, which run in favor of and can be enforced by the Village.
- E. Property Developer seeks relief from the restrictions contained in sections 2C and 2D of the Original Declaration that require, in relevant part, that new structures or buildings erected on the Site must be set back a minimum of 250 feet from the centerline of Saunders Road, and that all surface parking facilities structures or structures must be substantially screened by landscaping, fences or berms, or any combination thereof and not situated within 100 feet from the center line of Saunders Road (the “Relevant Restrictions”).
- F. The President and Board of Trustees of the Village have considered the improvements as depicted in the Site Plan and determined that the height and distance and layout of the Project, if constructed in substantial conformance with the Site Plan, would not materially

detract from the health, safety and welfare of the residents of the Village, and that the Village would be willing to waive and ultimately release enforcement of the Relevant Restrictions in accordance with this terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration (the receipt and sufficiency of which being hereby acknowledged), Property Developer and the Village hereby agree to the matters written below.

AGREEMENTS

1. Forbearance of Enforcement. For a term expiring one (1) year after the date of this Agreement (the "Term"), the Village agrees not to take any enforcement action, by filing for injunctive or equitable relief or by otherwise enforcing the Relevant Restrictions, against Property Developer or the Village of Deerfield to prevent Property Developer from undertaking all necessary steps to secure an ordinance granting zoning approval for a planned development from the Village of Deerfield ("Zoning Approval") for the Project consistent with the Site Plan, as the same may be modified in furtherance of the pursuit of Zoning Approval. The parties acknowledge that the process of securing Zoning Approval normally requires successive iterations of the Site Plan to meet zoning goals and standards enforced by the Village of Deerfield and that the Site Plan and Project are expected to evolve during this process. At the expiration of the Term, if Zoning Approval has not been granted, then this Agreement shall automatically terminate and be of no further force or effect, except for those covenants below which expressly survive termination.

2. Release of Relevant Restrictions. So long as the housing density of the final site plan for the Site ("Final Site Plan"), per the Zoning Approval granted by the Village of Deerfield, is for a townhome project with a unit density not exceeding that shown in the Site Plan, with building height of the townhomes limited to three (3) stories as shown in the Site Plan, and with building setbacks for the townhomes and parking facilities from Saunders Road no less than those setbacks shown in the Site Plan (collectively, the "Relevant Restrictions"), then subject to satisfaction of the conditions stated conditions in Sections 3 and 4 below, the Village President and Village Clerk shall execute and deliver a full and unconditional release of the Relevant Restrictions against the Site in form suitable for recording in the Recorder's Office (the "Release"). The determination for the Village that the Relevant Criteria have been satisfied shall be made by the Village President with the concurrence of the Board of Trustees.

3. Landscaping Payment. Given that the Relevant Restrictions were intended in part to provide screening and landscaping along the perimeter of the Site abutting Saunders Road, the Village's agreement to release the Relevant Restrictions and provide the executed release shall be conditioned on the receipt from Property Developer of a landscaping contribution in the amount of \$25,000, payable to the Village ("Landscaping Payment"), for the purpose of offsetting the cost of providing trees and landscaping on the west side of Saunders Road in the Thorngate Subdivision, located in the Village. The Village and not Property Developer shall be responsible for making arrangements for such landscaping to be installed, and Property Developer shall have no duty at all with respect to installing or maintaining such landscaping.

4. Delivery of Release. The Village shall deliver the executed Release to Property Developer upon receipt of the Landscaping Payment and upon Property Developer having secured a building permit to begin construction of the improvements shown in the Final Site Plan (or having fulfilled all conditions therefor except those conditioned on having the Release delivered for recording). To facilitate the satisfaction of the conditions contained in Sections 3 and 4, the Village, if requested by Property Developer, shall deposit the duly executed and acknowledged Release in a closing escrow with Property Developer or its title insurance company escrow agent to facilitate the acquisition and financing of the Project. The proceeds of a construction loan may be used to pay the Landscaping Payment.
5. No Commitments. This Agreement shall not obligate the Village to favorably support the Project in proceedings before the Village of Deerfield in any manner beyond the act of forbearing to enforce the Relevant Restrictions as set forth herein, subject to the terms and conditions stated herein. Property Developer shall not make any representations to the contrary, and Property Developer acknowledges that individual residents of the Village continue to enjoy all rights as adjacent owners to appear and give testimony in any zoning hearing concerning the Project, and the Village is not in any way responsible for the actions or views of residents.
6. Miscellany.
 - 6.1. Notices. All notices, requests, consents, approvals, demands, and other communications that are required or allowed under this Agreement (a) must be (i) in writing, (ii) delivered to the address/addresses written in the preamble or to such other address/addresses as either party may from time to time notify the other thereof), and (iii) delivered personally or by a national overnight courier, by U.S. certified or registered mail (return receipt requested), or by email; and (b) shall be effective (i) when delivered or delivery is refused (whether affirmatively or due to the recipient failing to maintain a current address for receiving notices with the sender) or (ii) upon transmission if by email.
 - 6.2. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provisions of this Agreement.
 - 6.3. Entire Agreement. The recitals are incorporated herein as part of this Agreement. This Agreement, together with all attachments hereto (all of which are hereby incorporated herein and made a part hereof), is the complete and entire agreement between Property Developer and the Village and supersedes all prior discussions, understandings, and agreements (whether oral or written, including all letters of intent) between Property Developer and the Village regarding the subject hereof. No modification or amendment of, or waiver under, this Agreement shall be binding on Property Developer or the Village unless it is in writing (and with respect to any modification or amendment, signed by both parties).
 - 6.4. Construction. Each of Property Developer and the Village has reviewed and approved this Agreement. Accordingly, rules of construction that resolve ambiguities against the drafting party shall not be used in interpreting this

Agreement. Headings and titles in this Agreement are for convenience only, not interpretation. Unless specifically written to the contrary, all instances of “including” and other derivations of “include” shall mean “including, without limitation.”

- 6.5. Third-Party Beneficiaries. Except if and as specifically written in this Agreement, (a) each of Property Developer and the Village do not intend to confer, and nothing in this Agreement shall confer, any right, remedy, or benefit upon any third party (whether express or implied), and (b) no third party may enforce or otherwise acquire any right, remedy, or benefit by reason of this Agreement or its contents.
- 6.6. Time is of the Essence. Time is of the essence in this Agreement. Notwithstanding the foregoing, if any deadline under this Agreement falls on a Saturday, Sunday, or a holiday observed by the State of Illinois, then such deadline shall be extended to the next business day. Unless written otherwise, 5:00 p.m. (Central Time) shall be the time of each deadline.
- 6.7. Prevailing Party. In connection with any claim, action, or proceeding that is against a party hereto and pertains to this Agreement, the substantially prevailing party therein shall be entitled to receive, and shall be awarded, all its court costs, collection costs, and reasonable attorneys’ fees. The prevailing party shall be determined by the court based upon which party's position prevailed.
- 6.8. No Waivers. No waiver of any breach or any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act in this Agreement shall be deemed an extension of the time for performance of any other obligation or act in this Agreement.
- 6.9. No Assignments. This Agreement is personal to the parties identified in the preambles and neither party shall assign, delegate, or otherwise transfer any of its rights, claims, or obligations under or relating to this Agreement without the prior consent of the other party, which consent may be given or withheld in such party’s sole and absolute discretion. Notwithstanding the foregoing, Property Developer may, upon prior written notice to the Village, assign its rights under this Agreement to VP Acquisitions, LLC, an Illinois limited liability company, or another single purpose limited liability company formed and controlled by Property Developer for purposes of acquiring the Site and developing the Project, which is an affiliate of Property Developer, provided that such assignee executes an acknowledgement in favor of the Village agreeing to be bound by all terms of this Agreement.
- 6.10. Governing Law. This Agreement—along with any and all claims or causes of action (whether in contract, tort, or statute) that may be based upon, arise from, or relate to this Agreement, its negotiation, execution, or performance, or the transactions described herein, shall in all respects be governed by and enforced in accordance with the internal laws of the State of Illinois (including its statutes of

limitations), without regard to its conflict-of-law provisions or borrowing statutes. Any county or state court in the county in which the Property is located shall have exclusive jurisdiction to hear and determine any and all claims or disputes between Property Developer and the Village pertaining to or arising from this Agreement, its negotiation, execution, or performance, or the transactions described herein. Each of Property Developer and the Village waives trial by jury in any action, proceeding, or claim brought by it against the other party that pertains to or arises from this Agreement.

- 6.11. No Recording. Neither party shall record this Agreement, any memorandum of rights, any *lis pendens*, or any other document on title to the Site.
- 6.12. Counterparts. This Agreement may be executed in counterparts, all of which when taken together shall constitute one and the same instrument and this Agreement may be executed and delivered electronically with the same effect as if originals were exchanged.
- 6.13. Limitation of Liability. The parties hereto agree to waive all claims for monetary damages of any kind other than the fees and costs that may be incurred in specifically enforcing this Agreement. Without limiting the foregoing, Property Developer hereby waives all other remedies, including without limitation, any claim against the Village for any other damages of any type or kind including, without limitation, punitive, consequential, indirect or speculative damages. Without limiting the foregoing provisions in any manner, no recourse or liability of any kind shall be had for payment of any claim based upon any representation, obligation or covenant in this Agreement against any past, present or future village president, trustee or other officer, employee or agent of the Village, and all such liability of any of the foregoing is hereby expressly waived and released as a condition of execution of this Agreement. This provision shall survive the termination of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

PROPERTY DEVELOPER

VennPoint Real Estate, LLC, an Illinois limited liability company

By: BMP Management LLC, an Illinois limited liability company, its Manager

By: _____
Name: Nicolas Marietti
Title: One of the Managers

THE VILLAGE

Village of Riverwoods, an Illinois home rule municipality

By: _____
Name: Kristine L. Ford
Title: Village President

Attest: _____
Name: Vivian Hofeld
Title: Deputy Village Clerk

PACKET ITEM FROM DECEMBER 20, 2023 BOT REGULAR MEETING

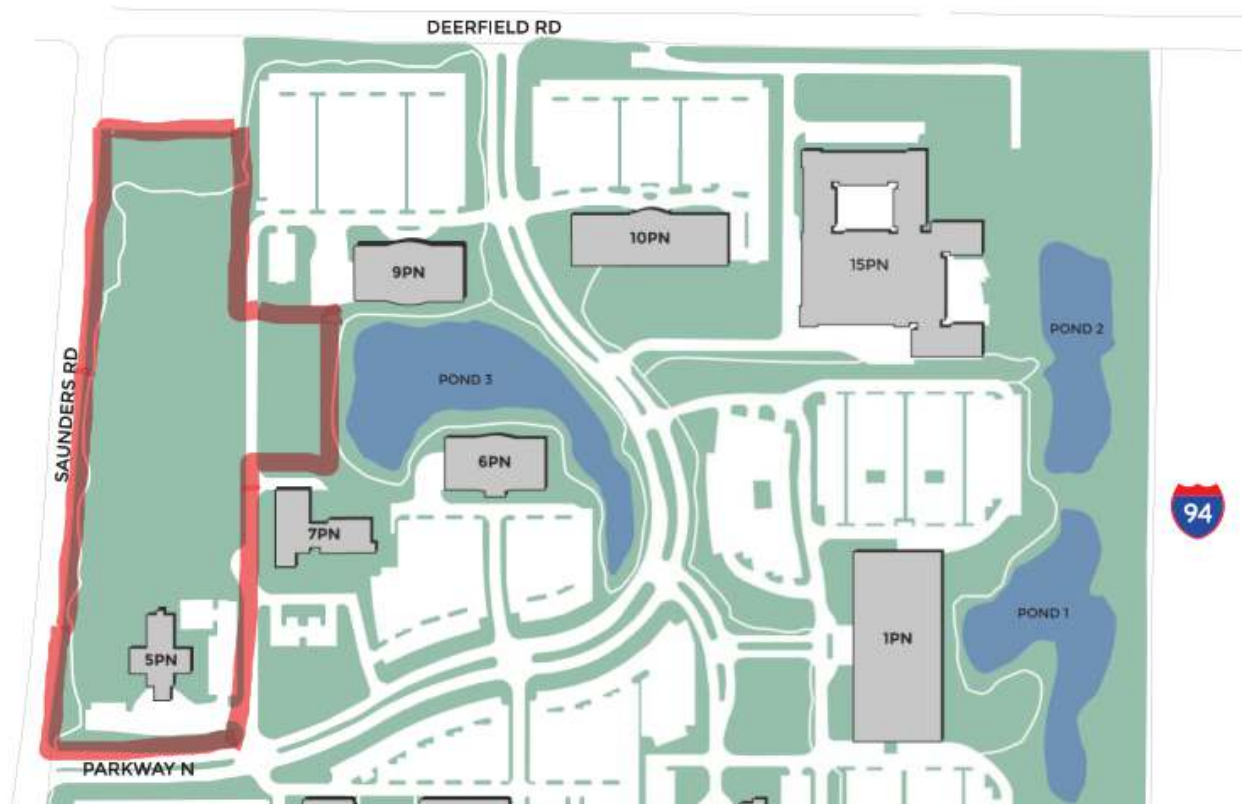
13. NEW BUSINESS

d. Discussion of Agreement Not to Enforce Declaration of Covenants and Restrictions

Background

In February 1985, the villages of Riverwoods and Deerfield addressed future development on either side of Saunders Road (between Lake Cook and Deerfield Roads), by executing a certain *Jurisdictional Boundary Line Agreement between the Villages of Riverwoods and Deerfield* (the “Boundary Line Agreement”). The Boundary Line Agreement provided that Riverwoods would not exercise planning jurisdiction for territory lying east of Saunders Road or annex the same. It also provided that Deerfield would not exercise planning jurisdiction for territory lying west of Deerfield Road or annex the same.

Another document concerning specifically Parkway North was recorded in February 1985. Its importance today lies in the area shaded in red below on the map below of Parkway North:



At the same time the Boundary Line Agreement was signed and, as part of the understanding, a certain Declaration of Covenants and Restrictions was signed by Riverwoods and the developer of Parkway North Center (the “Restrictive Covenant”).

The Restrictive Covenant required that development in the Parkway North Center observe minimum setbacks from Deerfield Road and Saunders Road. The minimum setback from the centerline of Saunders Road was 100 feet for parking areas and 300 feet for buildings.

The website, <https://www.parkwaynorthcenter.info/toc.cfm>, for Parkway North Center contains further information about the corporate center.

The area shaded in red was anticipated to be developed with an office building complementary to other buildings in Parkway North Center. With the office market in decline, a developer, Venn Point Real Estate, 2250 Progress Parkway, Schaumburg, IL 60173, has proposed a townhome development in the Village of Deerfield. The new development would encroach on the required setbacks, as shown on the site plan and map that are attached.

Staff asked for a line of sight exhibit to illustrate the sight lines to the new proposed townhomes from the nearest houses in Thorngate.

The sight line exhibit shows minimal impact to the homes in Thorngate, due to the relative elevations and distance. Also, certain homes on the west side of Saunders will experience even less impact given the contemplated installation of the sound wall extending for some distance along the west side of Saunders Road.

Thorngate Board officers mentioned a concern that the Thorngate playground (north of the reservoir) could be mistakenly viewed as a public playground by residents of the new townhomes and suggested the developer agree to provide some pine trees along the edge of the playground as a means of screening and demarcating the private nature of the area.

The Village of Deerfield has informed our staff that it would not proceed with a rezoning application without an indication that the Restrictive Covenant will be lifted – otherwise, the application is not feasible given the intended site plan.

Staff suggests approving an “Agreement Not to Enforce Restrictive Covenants” which would leave the Restrictive Covenant in place but agree not to enforce it (and confirm its termination) provided that (1) the final site plan and project, as approved by Deerfield, is for a townhome project with massing and height of buildings no more intense than that shown in the concept site plan and with building setbacks no less than those shown in the concept site plan and (2) a screening contribution for landscaping is provided to the Thorngate Owners Association in the amount of \$10,000 (approximately 4-5 pine trees).

Releasing the Restrictive Covenant entirely before final approval by Deerfield would expose the Village to a loss of control should the final plans deviate from what is presented today (some alterations as the developer goes through the rezoning process should be anticipated).

The question of amending the Restrictive Covenant begs the question of the Boundary Line Agreement, which renews for 40-year successive periods unless either side terminates on 5 years’ notice. Since the initial 40-year term will expire in 2025, Riverwoods would have been required to give notice of termination before February 2020, which was not done. The Boundary Line Agreement would renew now in 2025 for another 40 years. Under the agreement either village can request a modification, which each side agrees to consider on 60 days’ notice. The Baxter

property is the only significant unannexed property covered by the Boundary Line Agreement. It is not known whether Deerfield would wish to allow annexation of this parcel to Riverwoods sometime in the future or whether Riverwoods has any desirable uses for this site other than the current Baxter office development, which for now appears to be staying put.

Action Requested:

Consider authorizing preparation of an “Agreement Not to Enforce Restrictive Covenant” on the terms and conditions stated above, for approval at a subsequent BOT meeting.

Attachments:

Venn Point Site Plan
Venn Point Setback Exhibit
Venn Point Line of Sight Exhibit



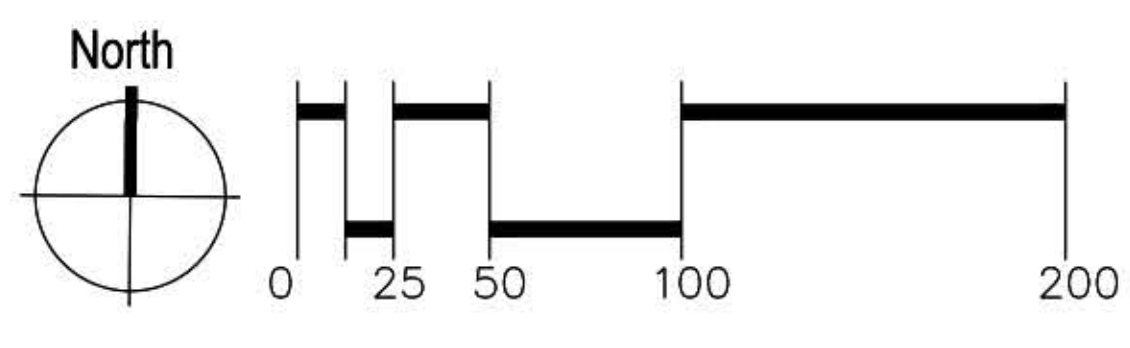
Townhome Units

147 Homes

- 53 Terrace Towns**
2 Car Garage
Rear Patio/Terrace
- 94 Mews Towns**
18 - 1 Car Garage
76 - 2 Car Garage
Rear Auto Court

Parking

- 276 Garage Spaces
- 106 Driveway Spaces (Terrace)
- 86 Surface Spaces
- *3.2 spaces per unit

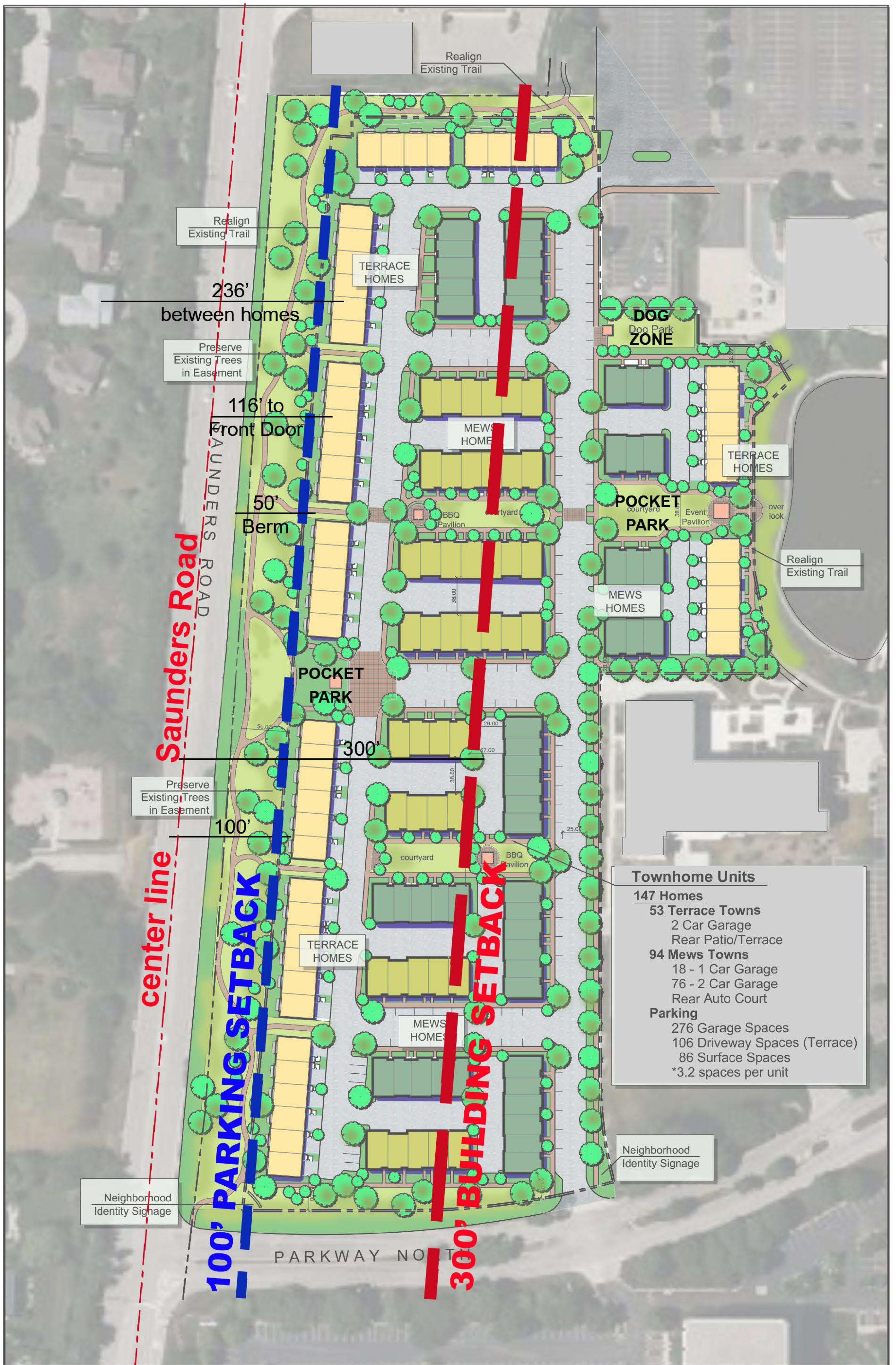


Concept Site Plan
TOWNHOME NEIGHBORHOOD PLAN
 Deerfield, IL

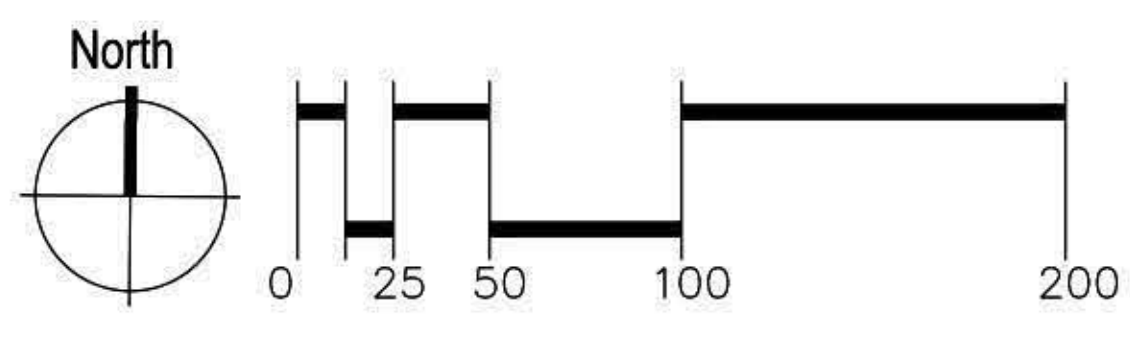


The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2023 BSB Design, Inc.

Date: June 13, 2023



Townhome Units	
147 Homes	
53 Terrace Towns	2 Car Garage Rear Patio/Terrace
94 Mews Towns	18 - 1 Car Garage 76 - 2 Car Garage Rear Auto Court
Parking	276 Garage Spaces 106 Driveway Spaces (Terrace) 86 Surface Spaces *3.2 spaces per unit

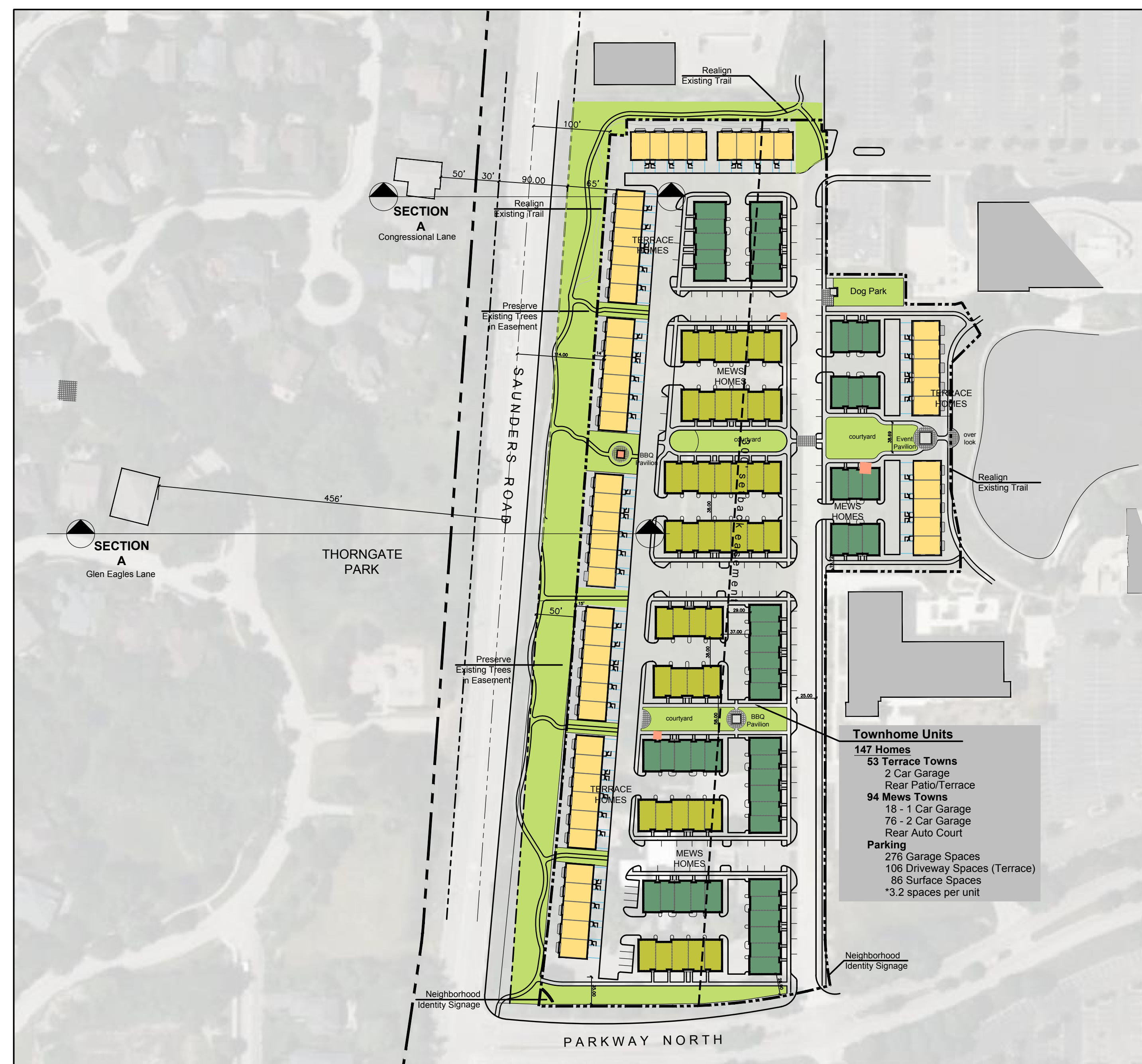
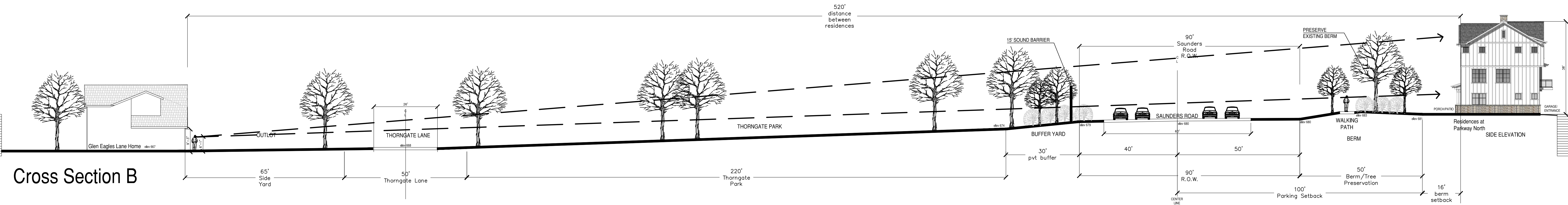
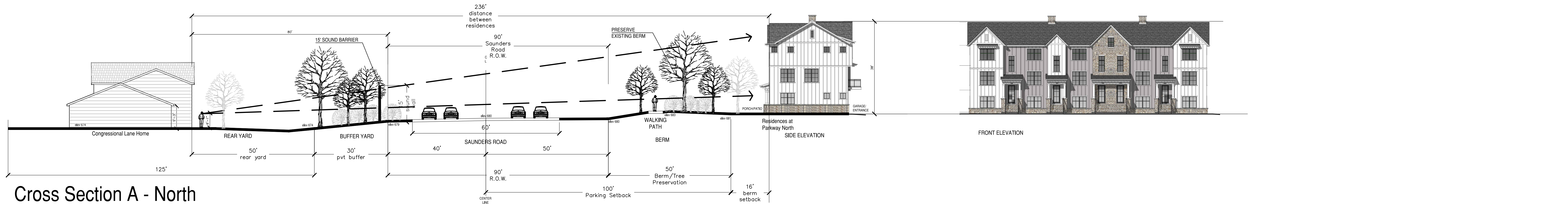


SETBACK EXHIBIT
TOWNHOME NEIGHBORHOOD PLAN
Deerfield, IL



The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2023 BSB Design, Inc.

November 13, 2023



Old Business

OLD BUSINESS AGENDA ITEM 15 (a)

15. OLD BUSINESS

- a. Approval of an Ordinance Amending the Village Code Concerning Registration of Certain Residential Properties – Second Reading and Approval

Below is the discussion from the January 2, 2024 Board packet. Revised language as a result of that Board discussion has been highlighted and will be noted during the January 16 meeting.

Background

In early 2019, the Board passed an ordinance requiring registration of rental properties before there was much consideration of the impact of Airbnb and other forms of short term online rentals. The concern was to learn about the extent of the issue before proceeding to further regulation.

In the intervening years, the Village learned that the short term use of homes (and even swimming pools) was being marketed more widely in the Village than had been known.

The Board then directed the Plan Commission to reconsider the issue, and a public hearing was conducted on zoning text amendments modifying the permitted home occupation section of the Zoning Code. The Board subsequently adopted the zoning text amendments.

The outcome of those deliberations embodied in the zoning regulations is that the minimum short term rental (now defined as a “home stay rental”) is 4 weeks. Home stay rentals that meet the criteria in the ordinance are considered permitted home occupations.

Given the new regulations, it has become necessary to restate the earlier rental registration provisions. The proposed ordinance requires registration when an owner seeks to use their home for home stay rentals (use by persons who are not primary residents) or for other rental use (otherwise permitted) under what might be termed a normal lease – e.g., a lease of a home with residents who live in the home as a primary residence.

In either case, the ordinance requires registration as part of which the building department will conduct an inspection to examine life safety compliance.

Provisions for fines and administrative adjudication of enforcement were mostly retained in the new version but the terminology has been extensively re-worked to better coincide with the new zoning regulations.

Recommendation

Second reading and approval

Enclosed Documents

Ordinance

ORDINANCE NO. 24-01-__

**AN ORDINANCE AMENDING THE VILLAGE CODE CONCERNING
REGISTRATION OF CERTAIN RESIDENTIAL PROPERTIES**

WHEREAS, the Village of Riverwoods (the “Village”) is a home rule unit of government that has authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and to protect the public health, safety and welfare of its citizens; and

WHEREAS, the President and Board of Trustees of the Village (“Village Board”) established registration requirements for certain residential properties in the Village by an ordinance which was codified as Chapter 6 of Title 3 of the Riverwoods Village Code; and

WHEREAS, after receiving the recommendation of the plan commission of the Village, the Village Board passed Ordinance No. 23-08-10 on August 1, 2023, to amend the regulations governing home occupations in the residential zoning districts of the Village; and

WHEREAS, the Riverwoods Zoning Ordinance now limits the principal use of a dwelling to primary residents or persons occupying the dwelling during a home stay rental; and

WHEREAS, the Village Board desires to harmonize the registration requirements for certain properties in the Village with the recently adopted regulations governing home occupations and to protect the character, health and vitality of the neighborhoods in which such properties are located and the Village as a whole.

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: Chapter 6 of Title 3 of the Riverwoods Village Code is hereby amended and restated its entirety to read as follows:

**Chapter 6
REGISTRATION OF RESIDENTIAL DWELLINGS**

SECTION:

- 3-6-1: Declaration of Policy
- 3-6-2: Definitions
- 3-6-3: Registration Required

- 3-6-4: Registration Periods; Fee; Certificate
- 3-6-5: Inspection; Revocation
- 3-6-6: Amended Registration; Transfers
- 3-6-7 Enforcement; Notice of Village Code Violations
- 3-6-8 Penalties

3-6-1: **DECLARATION OF POLICY:** The purpose of this chapter is to protect the public health, safety, and welfare by requiring the registration of dwellings when such dwellings are subject to a rental agreement. Registration of certain dwellings as required by this chapter is intended to obtain accurate, up-to-date information about such residential properties and the identification of responsible persons for these properties, to assure that the use, operation and maintenance of such dwellings comply with the ordinances of the village, to avert activity connected with the use of such dwellings that, through inability to communicate, could otherwise become a nuisance or be detrimental to the character, health and vitality of the surrounding neighborhood and the village as a whole, and to assist in the collection of utility charges and other amounts due to the village.

3-6-2: **DEFINITIONS:** Unless otherwise expressly stated or clearly indicated by the context, the following terms shall, for the purpose of this chapter, have the meanings indicated in this section. Throughout this chapter, the singular shall include the plural.

BUILDING: A building, as defined in Section 9-2-3 of the Code.

CODE: This code refers to the Riverwoods Village Code.

DEPARTMENT: The Village of Riverwoods building department.

DIRECTOR: The Village of Riverwoods director of community services.

DWELLING: As defined in in Section 9-2-3 of the code.

HOME STAY RENTAL: As defined in in Section 9-2-3 of the code.

OWNER: The owner of record in Lake County, Illinois, whether one or more persons at any time in question, of fee simple title to a dwelling, including a contract seller, but excluding those having such interest merely as security for the performance of a obligation.

PRIMARY RESIDENT: As defined in in Section 9-2-3 of the code.

RENTAL AGREEMENT: Any agreement, whether written or oral, creating a tenancy or license for the use and enjoyment of a dwelling or portion thereof in exchange for consideration or rent. Rental agreements include subleases, licenses, online reservation agreements, and exchange agreements pursuant to which the use of a dwelling is exchanged for the use of another property. Rental agreements may be executed in electronic format.

3-6-3: REGISTRATION REQUIRED:

A. If any dwelling is used, in whole or in part, for home stay rentals or other rental use pursuant to a rental agreement, during any part of a calendar year, the owner of such dwelling shall file a registration statement with the department on forms provided by the department for such purposes and within the time period set forth in this chapter. The owner shall certify that the information provided on the registration statement is true and correct. Any such registration statement shall be deemed prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the village against the owner of the dwelling. For purposes of this chapter, a post office box does not suffice as a street address. The registration statement shall include the following information:

1. The name, street address, telephone number, and e-mail address of each owner of the dwelling. If the owner is a partnership, limited liability company, or corporation, the statement shall further include the name, street address, telephone number, and e-mail address, and position of a responsible partner, managing member or officer. If the owner is a limited liability company or corporation, the statement shall also include the name, street address, telephone number, and e-mail address of the registered agent thereof;

2. The name, street address, telephone number, and e-mail address of a natural person twenty one (21) years of age or older, designated by the owner as the authorized agent for receiving notices of village code violations and for receiving process, in any court proceeding or administrative enforcement proceeding, on behalf of such owner in connection with the enforcement of this code. Notwithstanding the foregoing, this person may be between eighteen (18) and twenty one (21) years of age provided that the registration statement includes proof that said person has a valid realtor's license issued pursuant to the Illinois real estate license act, 225 Illinois Compiled Statutes 454/1-1 et seq., as amended. This person must maintain an office in Lake or Cook County, Illinois, or must actually reside within Lake or Cook County, Illinois. An owner who is a natural person and who meets the requirements of this subsection as to location of residence or office may designate himself or herself as agent;

3. The name, street address, telephone number, and email address of the owner's agent for the purpose of managing, controlling or collecting rents, and any other person who is not an owner but who controls such dwelling, if any;

4. The name, street address, and telephone number of each company that provides an insurance policy for the building;

5. The street address and property index number of the dwelling, and the identification of any dwelling units therein, if more than one;

6. If the owner plans to offer to lease a portion of a Dwelling, a description of the portion of the dwelling subject to the rental agreement and such other information

as the department may reasonably require, such as the maximum number of bedrooms and number of persons to be allowed to reside in the dwelling pursuant to the home stay rental; and

7. The names and contact information of tenants occupying a dwelling pursuant to a rental agreement.

B. Notwithstanding the foregoing, no registration shall be required for:

1. Hotels and motels for which a tax is imposed upon the use and privilege of renting, leasing or letting of rooms by section 3-1-7 of this code;

2. Nursing homes; or

3. Group homes receiving a waiver or exception under section 9-11A-3 of this code.

3-6-4: REGISTRATION PERIODS; FEE; CERTIFICATE

A. Any owner preparing to enter into a rental agreement shall register the dwelling with the department before entering into the rental agreement. One registration shall be effective through December 31 of the year in which the registration occurs and shall be sufficient for multiple rental agreements during such calendar year. Each owner having entered into a rental agreement that remains in effect after the date this section shall become effective shall have forty-five (45) days after the date this section has become effective in which to register with the department. When a registration is valid until December 31 but concerns a rental agreement that carries over into the next calendar year, then on or before January 31 of the ensuing year, the owner shall renew the registration for such year.

B. The owner shall pay registration fee for each dwelling registered, at the time the owner files the registration statement, in the amount of two hundred dollars (\$200) or as from time to time adjusted in in the village's annual fee schedule. The fee for the initial inspection is included within the registration fee and any required re-inspections will be charged at the rates set forth in the annual fee schedule. The registration fee shall not be prorated for partial calendar years.

C. Upon registration and payment of the applicable fee, the director shall issue a certificate of registration to the owner that certifies that the owner has registered the dwelling in compliance with the terms of this chapter.

D. Late Payment Penalty: If an owner fails to register or renew a registration within the time periods required by this chapter, there shall be an additional late charge of thirty percent (30%) added to the regular registration fee.

3-6-5: INSPECTION; REVOCATION

- A. **Inspection Required:** All dwellings which are subject to the registration requirements of this chapter shall be inspected by a village inspector to determine if the dwelling complies with all applicable laws, statutes, ordinances, rules and regulations that concern life safety within structures or buildings. For the purpose of making such inspections the enforcement officer or other appropriate official shall request permission from the owner or tenant to enter, examine and survey the dwelling at any reasonable time. If the owner, tenant or person in charge of the dwelling shall refuse such permission to the enforcement officer and/or designated official, the director is hereby authorized to seek a warrant from a court of competent jurisdiction to enter the premises and conduct said inspection. Permission by the owner, tenant or person in charge to enter the premises is interpreted as free access to the dwelling premises for the purpose of such inspection, examination and survey. The owner shall address any life safety items noted for correction, repair or maintenance in the village inspection report.
- B. **Revocation:** The owner's certificate of registration may be revoked by the board of trustees during the life of such certificate, if the dwelling is found to be in violation of any applicable laws, statutes, ordinances, rules and regulations that concern life safety within structures or buildings, or for the violation by the owner, its tenants or licensees of any ordinance provisions relating to the lawful use of the dwelling. The board of trustees may rely on any such finding obtained through the village's administrative adjudication division.

3-6-6: AMENDED REGISTRATION; TRANSFERS

- A. **Notice Of Change In Ownership:** An owner subject to the registration requirements of this chapter shall notify the department, within twenty (20) business days of any change in the registration information by filing an amended registration statement on a form provided by the department for such purpose. If the owner's property is sold, the certificate of registration is not transferable, and the new owner shall be required to obtain a certificate of registration for the balance of the calendar year in which the property is sold.

3-6-7: ENFORCEMENT; NOTICE OF CODE VIOLATIONS:

- A. The director and the department shall enforce the terms of this chapter by any lawful means, including, but not limited to, proceedings in the circuit court or in the village's administrative adjudication division.
- B. The director may refuse to issue any permit required by this code for any construction, alteration, installation, razing or other work done in or on any dwelling, or issue any certificate of occupancy for such a building, unless the owner or other applicant for such permit or certificate presents a current certificate of registration when such registration is required for the dwelling.

- C. By designating an authorized agent to receive notice pursuant to the terms of this chapter, the owner consents to receive any and all notices of village code violations concerning the registered building and all process in any court proceeding or administrative enforcement proceeding brought to enforce village code provisions concerning the registered building by service of the notice or process on the authorized agent unless and until the owner files an amended registration statement or new annual registration statement pursuant to the terms of this chapter.

3-6-8: PENALTIES:

- A. It shall be unlawful for an owner to fail to obtain a certificate of registration when required hereunder.
- B. After receiving notice from the Village of failure to register a dwelling, a person subject to the penalty provisions of this chapter may discharge the penalties provided in this chapter by paying, within fifteen (15) days of the Village's violation notice, seventy five dollars (\$75.00) for the first offense, or two hundred dollars (\$200.00) for the second offense in any one hundred eighty (180) day period. If the violation is not remedied within the 15-day period, then the failure to register a dwelling in violation of the terms of this chapter shall be a separate offense punishable by a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00), and each day that any dwelling subject to registration hereunder is not registered in accordance with the provisions of this chapter, from the date such registration was required, shall constitute a separate and distinct offense.
- C. The intentional submission of false information on a registration statement or an amended registration statement filed pursuant to this chapter shall be a separate offense punishable by a fine of not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00). Each day that such information remains uncorrected by the owner(s) shall constitute a separate and distinct offense.
- D. Any fines shall be debts due and owing to the village that the village may collect by any means allowed by law, including, but not limited to, filing a lien against the building.
- E. A primary resident shall have the duty to obtain or renew, as applicable, a certificate of registration under this chapter, if the primary resident has a rental agreement other than with the owner, such as a sublease with a third party, and the penalties set forth herein as may be imposed upon the owner may also be imposed upon the primary resident for failure to comply with such duties.

SECTION THREE: All ordinances, resolutions, motions or orders in conflict herewith be, and the same hereby are, repealed to the extent of such conflict. Without limiting the foregoing, Ordinance No. 19-01-06 is hereby repealed.

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 & APPROVED this 16th day of January, 2024.

Village President

Attest:

Village Clerk