

# 02-06-2024 BOT

### **FINAL PACKET**





#### **BOARD OF TRUSTEES**

Final Agenda
300 PORTWINE ROAD
RIVERWOODS, IL 60015
February 6, 2024
BOARD OF TRUSTEES MEETING
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 16, 2024
- 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

#### 14. NEW BUSINESS

- a. Approval of a Contract for Saunders Road Water Main Replacement with Bolder Contractors at an Amount Not to Exceed \$781,230.
- b. Approval of the Annual Woodland Maintenance Work by BaxterWoodman in an Amount Not to Exceed \$13,000.
- c. Approval of a Letter of Agreement with Gewalt Hamilton (GHA) with an Annual Rate Schedule
- 15. OLD BUSINESS
- 16. VISITORS WISHING TO ADDRESS THE BOARD

#### 17. COMMITTEE REPORTS

a. Finance/Economic Development Trustee Claytonb. 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

#### 18. EXECUTIVE SESSION

a. Litigation, Acquisition, Property, and Personnel

#### 19. ESTABLISH TIME AND DATE FOR NEXT MEETING

a. Board of Trustees Regular Meeting February 20, 2024, 7:30 PM

#### 20. ADJOURNMENT

## Minutes

Village of Riverwoods Board of Trustees Meeting January 16, 2024 Draft

Present:

Kris Ford, Mayor Michael Clayton Liliya Dikin Andrew Eastmond Jeff Smith

Absent:

Henry Hollander Rick Jamerson

Also Present:

Bruce Huvard, Village Attorney Bruce Dayno, Police Chief Stephen Witt, Director of Community Services Tony Vasquez, Finance Director Hal Roseth, Treasurer

The meeting was called to order at 7:30 pm

#### Document Approval

Trustee Eastmond moved to approve the minutes of the January 2, 2024 Board of Trustees meeting. Trustee Smith seconded the motion. The motion passed unanimously on a voice vote.

#### Treasurer's and Finance Committee Report

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

AYES: Clayton, Dikin, Eastmond, Smith (4)

NAYS: None (0)

Mr. Roseth presented highlights from the treasurer's report. He noted interest rates are currently static but the Village's investment portfolio remains favorable.

#### **Director of Community Services Report**

Mr. Witt informed everyone that January is National Radon Action month. Radon is a radioactive gas that results from the breakdown of uranium in the Earth's crust. Radon is the number one cause of

cancer in people that have never smoked. Mr. Witt urged everyone to have their homes tested. Radon mitigation systems are required in all new construction homes in Riverwoods.

#### Plan Commission Report

Plan Commission Chairperson Laurie Breitkopf reported the Plan Commission met on January 4, 2024 to discuss Planned Unit Developments (PUDs). They will meet again on February 1, 2024 to continue the discussion.

#### Zoning Board of Appeals Report

The ZBA did not meet.

#### Police Report

The police activity is attached to the end of the minutes. Chief Dayno noted all of the Flock cameras are installed except for the one on Duffy and Riverwoods Road due to a JULIE issue. The installation of that camera will be rescheduled. Chief Dayno is training the officers on the cameras. Right after they were installed, there was an incident where a resident was on the highway and realized they were being followed. They went to their house and the person left. The resident contacted the police department and the Flock camera retrieved the license plate and the department resolved the issue.

#### Information Items from the President

Status of a Trustee Workshop Regarding Roles and Responsibilities

Mayor Ford met with Teska Associates, who are preparing a draft for a workshop regarding roles and responsibilities. She is looking at holding the workshop before the first Board of Trustees meeting in April.

#### **New Business**

Approval of Ordinance O-24-01-01 Regulating Unscheduled Stops

The origin of the Ordinance lies with chartered buses coming to Illinois primarily from Texas with people who crossed the U.S. border and were seeking asylum. Often, travelers were let off the buses without provisions for housing or transportation to facilities established for their care. Chicago now has an intake center to handle the unscheduled stops, and the various emergency management agencies provide resources. Chicago passed an Ordinance which allows the impounding of buses making unscheduled pre-arranged stops. Neighboring communities have now seen similar unscheduled buses arriving, and have now also passed Ordinances requiring buses making non-scheduled stops to get prior approval. The intention is to prevent and deter buses from letting passengers off without a plan for their welfare.

Chief Dayno noted most drop-offs to date have been in communities with train stations. While it is unlikely Riverwoods would be a drop-off location, Chief wanted to be prepared, and so spoke with The

Landing Zone in Chicago. He was assured The Landing Zone would receive passengers 24/7. He also contacted local school bus companies as a backup for transportation into the city. The Landing Zone may also send out buses.

Mayor Ford and senior staff participated in a virtual meeting with other Lake County municipalities. A major concern is that people would be left in the cold or at secondary sites such as community centers and religious facilities without the proper facilities for care. The Village is not well-suited to process asylum seekers. As Chief Dayno noted earlier, Village should have a plan and an Ordinance in place that recognizes the dignity and well-being of the travelers.

Trustee Clayton moved to waive the first reading of the Ordinance. Trustee Smith seconded the motion. The motion passed unanimously by a voice vote.

Trustee Dikin moved for Second Reading and adoption of the Ordinance concerning transportation of asylum seekers. Trustee Clayton seconded the motion. Trustee Eastmond requested a minor wording amendment to the motion. The amendment was accepted. The motion, as amended, passed by the following vote:

AYES: Clayton, Dikin, Eastmond, Smith (4)

NAYS: None (0)

Resolution R-24-01-01 Approving an Agreement not to Enforce Declaration of Covenants and Restrictions

This topic was discussed at the last meeting in December. The Declaration affects parcels in the Parkway North development. The Declaration gives the Village of Riverwoods the right to enforce a setback from the center line of Saunders Road. The Declaration expires in February of 2025. Venn Point, represented by Mr. Nick Marietti, has requested the Village consider an earlier waiver.

In December, the Trustees agreed it may be reasonable to not enforce the Declaration of Covenants and Restrictions until the Village of Deerfield approves a final plan consistent with what has been previously presented to Riverwoods regarding building height. The proposed Resolution states the Village will not enforce the restrictions against this development and will execute a full release at the time a final site plan, that is consistent with the concept site plan that was shown to Riverwoods, is approved by the Village of Deerfield. At the time of the release, the developer will pay the Village of Riverwoods \$25,000 as a landscaping payment which will offset the cost of trees and landscaping on the west side of Saunders Road. Mr. Marietti is in agreement with the concept of the agreement.

Trustee Clayton moved to adopt the Resolution approving an agreement not to enforce the Declaration of Covenants and Restrictions. Trustee Smith seconded the motion. Trustee Clayton asked if Deerfield was making a request of the Village. Mr. Huvard explained Deerfield's position was they would not act upon the application without the waiver. The motion passed by the following vote:

AYES: Clayton, Dikin, Eastmond, Smith (4)

NAYS: None (0)

#### **Old Business**

Ordinance O-24-01-02 Amending the Village Code concerning Registration of Certain Residential Properties

Trustee Dikin moved for Second Reading and adoption of the Ordinance amending the Village Code concerning registration of certain residential properties. Trustee Smith seconded the motion. Mr. Huvard noted the penalty section was corrected to reflect each day could be considered a separate violation after 15 days. The motion passed by the following vote:

AYES: Eastmond, Smith, Ford (3)

NAYS: Clayton, Dikin (2)

Visitors wishing to address the Board

There were no visitors wishing to address the Board.

#### Adjournment

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

The meeting was adjourned at 8:43 pm

The next regular meeting of the Board of Trustees will take place on February 6, 2024 at 7:30 pm.

Respectfully submitted,

Transcribed by:

Jeri Cotton

Attachment:

Police Report



### **Riverwoods Police Incident Analysis Report**

### Summary by Incident Type 1/16/2024

Activity Through January 10th of Each Y					
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			
	19	6			
Animal Problem (7245)		-			
AOA (7001) Armed Robbery (0310)	3	7			
	-	-			
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)	-	<del>-</del>			
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.

# Bills



January 31, 2024

TO: Kris Ford, Mayor

Village Trustees

Village Attorney Bruce Huvard

FROM: Moses Diaz

RE: Council Report for February 06, 2024

Attached are the Invoices for approval at the February 06, 2024 BOT Meeting:

Fund Number	Fund Name	Total
001	General Fund	\$105,409.40
104	MFT	\$22,480.00
126	SSA 26	\$770.00
501	Water Fund	\$21,772.18
502	Sewer Fund	\$279.18
505	Capital Project Fund	\$67,962.16
701	Performance Bonds	\$41,578.50
702	Deposit – Venn Point	\$2,362.50
T(	OTAL TO BE APPROVED:	\$262,613.92

POST DATES 12/31/2023 - 01/31/2024 POSTED AND UNPOSTED OPEN

Invoice Numbe	r					
Inv Ref #	Vendor Description GL Distribution	Invoice Date Due Date Entered By	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0656 -	ADMINISTRATIVE CONSULTING	SPECIALISTS, LLC				
00015866	ADMINISTRATIVE CONSULTING GRANT/ADMINISTRATIVE SERV		10,000.00	10,000.00	Open	N 01 /25 /2024
	001-110-50360	GRANT ADMINISTRATIVE SVCS FOR THE PD	10,000.00			01/25/2024
Total Vendor	0656 - ADMINISTRATIVE CONSU	ILTING SPECIALISTS, LLC				
		_	10,000.00	10,000.00		
Vendor 0704 -	AJ OLESON CONSTRUCTION					
00015886	AJ OLESON CONSTRUCTION	01/12/2024	20,500.00	20,500.00	Open	N 01 /21 /2024
	FIRE HYDRANT INSTALL-1781 501-000-80202	. SAUNDERS ROAD MDIAZ HYDRANT & WATER SERVICE REPAIR	20,500.00			01/31/2024
Total Vendor	0704 - AJ OLESON CONSTRUCTI	ON				
		<del>-</del>	20,500.00	20,500.00		
Vendor UB REF	UND - ALICJA GRZYCH					
00015867	ALICJA GRZYCH	01/25/2024 09/15/2023	23.76	23.76	Open	N 12 (21 (2022
	UB refund for account: 08 502-000-30641	S-117 MDIAZ SEWER FEES	23.76			12/31/2023
Total Vendor	UB REFUND - ALICJA GRZYCH					
		_	23.76	23.76		
Vendor 0007 - 205481N	AMERICAN TAXI DISPATCH, IN	ic.				
00015844	AMERICAN TAXI DISPATCH, I		71.50	71.50	Open	N 01/10/2024
	13 SENIOR/DISABLED TAXI V 001-101-50600	13 SENIOR/DISABLED TAXI VOUCHERS	71.50			01/19/2024
Total Vendor	0007 - AMERICAN TAXI DISPAT	CH, INC.				
		<del>-</del>	71.50	71.50		
Vendor 0497 - INUS219774	AXON ENTERPRISE, INC.					
00015862	AXON ENTERPRISE, INC. POLICE BODY CAMERA	01/13/2024 MDIAZ	18,436.80	18,436.80	Open	N 01/24/2024
	505-000-90520	POLICE BODY CAMERA	18,436.80			01/24/2024

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POST DATES 12/31/2023 - 01/31/2024 POSTED AND UNPOSTED OPEN

Invoice Numbe	r					
Inv Ref #	Vendor Description GL Distribution	Invoice Date Due Date Entered By	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0497 - INUS221585	AXON ENTERPRISE, INC.					
00015863	AXON ENTERPRISE, INC.	01/20/2024	31,002.40	31,002.40	Open	N
	POLICE BODY CAMERA 505-000-90520	MDIAZ POLICE BODY CAMERA	31,002.40			01/24/2024
INUS222150						
00015874	AXON ENTERPRISE, INC.	01/23/2024	18,522.96	18,522.96	Open	N
	POLICE BODY CAMERA 505-000-90520	MDIAZ POLICE BODY CAMERA	18,522.96			01/26/2024
Total Vendor	0497 - AXON ENTERPRISE, INC.					
	,		67,962.16	67,962.16		
Vendor 0634 - 157450	AZAVAR AUDIT					
00015854	AZAVAR AUDIT	11/30/2023	28.06	28.06	Open	N
MUNICIPAL UTILITY TAX AUDIT PROGRAM MDIAZ		IT PROGRAM MDIAZ MUNICIPAL UTILITY TAX AUDIT PROGRAM	28.06			12/31/2023
Total Vendor	0634 - AZAVAR AUDIT					
			28.06	28.06		
Vendor 0751 - 0254842	BAXTER & WOODMAN NATURAL R	ESOURCES LLC				
00015881	BAXTER & WOODMAN NATURAL		1,650.00	1,650.00	Open	N
	FORESTER SERVICES, JANUAR' 001-102-50350	Y 2024 MDIAZ FORESTER SERVICES, JANUARY 2024	1,650.00			01/30/2024
	001 102 30330	TORESTER SERVICES, SANOART 2024	1,030.00			
Total Vendor	0751 - BAXTER & WOODMAN NAT	URAL RESOURCES LLC				
			1,650.00	1,650.00		
Vendor 0337 -	CANYON CONTRACTING INC					
00015868	CANYON CONTRACTING INC	01/18/2024	1,152.00	1,152.00	Open	N
	HYDRANT REPAIR ATTEMPT - 1 501-000-50360	1781 SAUNDER RD MDIAZ HYDRANT REPAIR ATTEMPT – 1781 SAUNDER RD	1,152.00			12/31/2023
Total Vendor	0337 - CANYON CONTRACTING I	NC				
			1,152.00	1,152.00		

Vendor MISC - CARY URETZ

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POST DATES 12/31/2023 - 01/31/2024 POSTED AND UNPOSTED OPEN

Invoice Numb Inv Ref #	Vendor Description GL Distribution	Invoice Date Due Date Entered By	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor MISC 240123CARYUR	- CARY URETZ					
00015856	CARY URETZ	01/23/2024	41,578.50	41,578.50	Open	N
	BUILDNG DEPARTMENT DEPOSI		,	,		01/24/2024
	701-000-20210	SITE BOND	41,578.50			
Total Vendor	MISC - CARY URETZ					
			41,578.50	41,578.50		
	- CENTRAL MANAGEMENT SERVICE	S LGHP				
240126CMS	CENTRAL MANAGEMENT CERVIC	ES LOUD 01/26/2024	26 100 00	26 100 00	0000	N
00015871	CENTRAL MANAGEMENT SERVICE HEALTH INSURANCE - COVERAGE		26,190.00	26,190.00	Open	N 01/26/2024
	001-101-40100	INSURANCE - HEALTH	7,001.00			01/20/2024
	001-110-40100	INSURANCE - HEALTH	19,189.00			
Total Vendor	· 0024 - CENTRAL MANAGEMENT S	FRVTCES LIGHP				
	TITLE TO THE TOTAL TO THE TOTAL TOTA	<b></b> .	26,190.00	26,190.00		
Vendor 0025	- CHASE BANK					
240103CHASEC						
00015836	CHASE BANK	01/03/2024	3,366.42	3,366.42	Open	N
	CREDIT CARD CHARGES	MDIAZ				12/31/2023
	001-101-60700	VILLAGE EVENTS	309.02			
	001-101-50551	BOT & VILLAGE MEETING EXPENSE	102.64			
	001-101-50620	TRAVEL & MEETING EXPENSE	235.28			
	001-101-60510	OFFICE EXPENSE	230.88			
	001-110-50070	POLICE OFFICERS EQUIP.	1.98			
	001-101-60543	SOFTWARE - MAINTENANCE	120.00			
	001-110-50510	POSTAGE EXPENSE	69.99			
	001-101-50640	ORD.BOOKS & MAPS	162.07			
	001-110-60510	OFFICE EXPENSE	87.48			
	001-110-50360	OTHER PROF.SERVICES	290.00			
	001-101-60541	SOFTWARE	1,733.00			
	001-101-50510	POSTAGE EXPENSE	24.08			
Total Vendor	0026 - CHASE BANK					
			3,366.42	3,366.42		
	- CHONG, GRYPHON					
240112GRYPHC 00015819	ONCH CHONG, GRYPHON	01/12/2024	120.00	120.00	Open	N
00013013			120.00	120.00	open	12/31/2023
	A/V - DECEMBER 06, 13 & 1 001-101-50551	BOT & VILLAGE MEETING EXPENSE	120.00			17/31/2023
	0765					
iotal vendor	· 0765 - CHONG, GRYPHON					

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POST DATES 12/31/2023 - 01/31/2024 POSTED AND UNPOSTED OPEN

		OPEN				
Invoice Numbe						
Inv Ref #	Vendor Description GL Distribution	Invoice Date Due Date Entered By	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0765 -	CHONG, GRYPHON					
			120.00	120.00		
Vendor 0718 - 192410663	COMCAST BUSINESS					
00015824	COMCAST BUSINESS	01/15/2024	1,134.70	1,134.70	Open	N
	POLICE & VILLAGE HALL TELEPHON					01/16/2024
	001-101-50520	VILLAGE HALL TELEPHONE EXPENSE	567.35			
	001-110-50520	POLICE TELEPHONE EXPENSE	567.35			
240108COMCAST	X1					
00015829	COMCAST BUSINESS	01/08/2024	68.71	68.71	Open	N
	PHONE, OFF-SITE LIFT STATION -	4 TIMBERW MDIAZ				01/17/2024
	502-000-50710	PHONE, OFF-SITE LIFT STATION - 4 TIMBERW	68.71			
240111COMCAST						
00015840	COMCAST BUSINESS	01/11/2024	495.99	495.99	Open	N
	INTERNET EXPENSE/CABLE /EMAIL	MDIAZ	60.00			01/19/2024
	001-110-50520 001-110-60545	TELEPHONE EXPENSE INTERNET EXPENSE/CABLE/EMAIL	60.00 435.99			
	001-110-00343	INTERNET EXPENSE/ CABLE/ EMAIL	433.33			
240111COMCAST	×7					
00015841	COMCAST BUSINESS	01/11/2024	500.70	500.70	Open	N
	VILLAGE CABLE, INTERNET, FAX	MDIAZ			•	01/19/2024
	001-101-50710	VILLAGE CABLE, INTERNET, FAX	500.70			
240440						
240119COMCAST		01 /10 /2024	CO 71	CO 71	0	N
00015872	COMCAST BUSINESS PHONE, OFF-SITE LIFT STATION -	01/19/2024	68.71	68.71	open	N 01/26/2024
	502-000-50710	PHONE, OFF-SITE LIFT STATION - 1805 TRIL	68.71			01/20/2024
	302 000 307 10	THORE, OF SITE EIT STATION 1003 TRIE	00.71			
Total Vendor (	0718 - COMCAST BUSINESS					
			2,268.81	2,268.81		
			2,200.01	2,200.01		
Vendor 0038 -						
240120COMEDX03	COMED	01/20/2024	33.93	33.93	Open	N
00013870	UTILITY EXPENSE - ELECTRIC	01/20/2024 MDIAZ	33.93	33.93	open	N 01/26/2024
	501-000-50710	UTILITY EXPENSE - ELECTRIC	33.93			01/20/2024
	301 000 30710	OTTELL ENGLISH ELECTRIC	55.55			
Total Vendor (	0038 - COMED					
			33.93	33.93		
			33.93	33.33		

Vendor 0049 - ERNIE'S WRECKER SERVICE

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POST DATES 12/31/2023 - 01/31/2024 POSTED AND UNPOSTED OPEN

Invoice Numbe	r	0.2.1				
Inv Ref #	Vendor Description GL Distribution	Invoice Date Due Date Entered By	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0049 - 248560	ERNIE'S WRECKER SERVICE					
00015852	ERNIE'S WRECKER SERVICE 2021 DODGE DURANGO #65 - OIL	01/19/2024	2,608.16	2,608.16	Open	N 01/22/2024
	001-110-50010	2021 DODGE DURANGO #65 - OIL CHANGE	2,608.16			01, 22, 202 1
248572 00015861	ERNIE'S WRECKER SERVICE	01/23/2024	934.91	934.91	Onen	N
00013001	2020 DODGE DURANGO #64 - OIL 001-110-50010		934.91	334.31	орен	01/24/2024
Total Vendor	0049 - ERNIE'S WRECKER SERVICE		331.31			
TOCAT VEHICOT	00+3 - ERNIE 3 WRECKER SERVICE	_	3,543.07	3,543.07		
Vendor 0053 -	FOX VALLEY FIRE & SAFETY					
00015865	FOX VALLEY FIRE & SAFETY ANNUAL INSPECTION FIRE ALARM	01/18/2024 I SYSTEM MDIAZ	340.00	340.00	Open	N 01/25/2024
	001-110-50120	ANNUAL INSPECTION FIRE ALARM SYSTEM	340.00			01, 23, 202 1
Total Vendor	0053 - FOX VALLEY FIRE & SAFET					
			340.00	340.00		
Vendor 0056 - PINV2520518	GARVEY'S OFFICE PRODUCTS					
00015820	GARVEY'S OFFICE PRODUCTS OFFICE SUPPLIES	01/16/2024 MDIAZ	16.70	16.70	Open	N 01/16/2024
	001-110-60510	OFFICE SUPPLIES	16.70			
PINV2521162 00015830	GARVEY'S OFFICE PRODUCTS	01/17/2024	39.28	39.28	Open	N
	OFFICE SUPPLIES 001-101-60510	MDIAZ OFFICE SUPPLIES	39.28		·	01/17/2024
PINV2521710						
00015839	GARVEY'S OFFICE PRODUCTS	01/18/2024	45.98	45.98	Open	N 01/10/2024
	OFFICE SUPPLIES 001-110-60510	MDIAZ OFFICE SUPPLIES	45.98			01/19/2024
PINV2523366	CARVEYIS OFFEE PROPRIES	01/22/2024	212 14	212 44	0	
00015851	GARVEY'S OFFICE PRODUCTS OFFICE SUPPLIES	01/22/2024 MDIAZ	212.14	212.14	Open	N 01/22/2024
	001-110-60510	OFFICE SUPPLIES	212.14			

POST DATES 12/31/2023 - 01/31/2024 POSTED AND UNPOSTED OPEN

Invoice Number	er					
Inv Ref #	Vendor Description GL Distribution	Invoice Date Due Date Entered By	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0056 PINV2524199	- GARVEY'S OFFICE PRODUCTS					
00015857	GARVEY'S OFFICE PRODUCTS	01/24/2024	89.95	89.95	Open	N
	OFFICE SUPPLIES	MDIAZ				01/24/2024
	001-101-60510	OFFICE SUPPLIES	89.95			
PINV2524660						
00015858	GARVEY'S OFFICE PRODUCTS	01/24/2024	46.91	46.91	Open	N
	OFFICE SUPPLIES	MDIAZ				01/24/2024
	001-101-60510	OFFICE SUPPLIES	46.91			
PINV2525630						
00015869	GARVEY'S OFFICE PRODUCTS	01/26/2024	215.32	215.32	Open	N
	OFFICE SUPPLIES	MDIAZ	245 22			01/26/2024
	001-101-60510	OFFICE SUPPLIES	215.32			
Total Vendor	0056 - GARVEY'S OFFICE PRODUCT	S				
			666.28	666.28		
240122HENRYH	- HENRY HOLLANDER					
00015850	HENRY HOLLANDER	01/22/2024	937.00	937.00	Open	N
	COST SHARE REIMBURESEMENT -					01/22/2024
	001-106-50860	NATIVE SEEDING & PLANTING	937.00			
Total Vendor	MISC - HENRY HOLLANDER					
			937.00	937.00		
Vendor 0488 - 240123HENRYHO	- HENRY HOLLANDER					
00015855	HENRY HOLLANDER	01/23/2024	50.00	50.00	Open	N
	CELL PHONE REIMBURSEMENT, HE	NRY HOLLANDE MDIAZ			·	01/23/2024
	001-101-50520	TELEPHONE EXPENSE	50.00			
Total Vendor	0488 - HENRY HOLLANDER					
. Jea. Vendor	The state of the s		50.00	50.00		
				30.00		
Vendor 0754 - 12399811	- HOWARD SIMON					
00015825	HOWARD SIMON	01/11/2024	38.50	38.50	Open	N
	PAYROLL SERVICES, 01/15/2024		22130		- Jr	01/16/2024
	001-101-50370	PAYROLL SERVICES, 01/15/2024	38.50			

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Invoice Numbe	r	OPEN				
Inv Ref #	Vendor Description GL Distribution	Invoice Date Due Date Entered By	Invoice Amount	Amount Due	Status	Posted Post Date
	HOWARD SIMON					
12400825 00015883	HOWARD SIMON PAYROLL SERVICES, 01/31/2024	01/30/2024 MDIAZ	38.50	38.50	Open	N 01/30/2024
	001-101-50370	PAYROLL SERVICES, 01/31/2024	38.50			01/ 30/ 2024
otal Vendor	0754 - HOWARD SIMON					
			77.00	77.00		
rendor 0034 -	HUVARD LAW FIRM 01					
00015853	HUVARD LAW FIRM VENN POINT - CREATE AGREEMENT	01/22/2024	2,362.50	2,362.50	Open	N 01/23/2024
	702-000-20817	VENN POINT PARKWAY NORTH	2,362.50			01/23/2024
otal Vendor	0034 - HUVARD LAW FIRM	<u>_</u>				
			2,362.50	2,362.50		
/endor 0646 -	ILLINOIS OFFICE OF THE ATTORNEY	/ GEN				
00015833	ILLINOIS OFFICE OF THE ATTORNI SEX OFFENDER RESISTRATION FEE	• •	30.00	30.00	Open	N 01/18/2024
	001-110-30850	SEX OFFENDER RESISTRATION FEE DISBURSE	EME 30.00			., ., .
otal Vendor	0646 - ILLINOIS OFFICE OF THE A	TTORNEY GEN				
			30.00	30.00		
Vendor 0465 - 240111ISP	ILLINOIS STATE POLICE					
00015832	ILLINOIS STATE POLICE SEX OFFENDER RESISTRATION FEE	01/11/2024	30.00	30.00	Open	N 01/18/2024
	001-110-30850	SEX OFFENDER RESISTRATION FEE DISBURSE	EME 30.00			01/10/2024
otal Vendor	0465 - ILLINOIS STATE POLICE					
		<del>-</del>	30.00	30.00		
endor CD REF	UND - JSMM ROOFING INC					
00015882	JSMM ROOFING INC BUILDING DEPARTMENT PERMIT REI	01/30/2024 09/15/2023 FUND - CANC MDIAZ	490.00	490.00	Open	N 12/31/2023
	001-000-20110	Permit Fee (Manual)	490.00			, - <b>,</b>
otal Vendor	CD REFUND - JSMM ROOFING INC					
			490.00	490.00		

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Invoice Number	•					
Inv Ref #	Vendor Description GL Distribution	Invoice Date Due Date Entered By	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0092 - 2024-1551	JULIE INC					
00015828	JULIE INC	01/08/2024	1,300.92	1,300.92	Open	N
	2024 ANNUAL ASSESSMENT - JULIE 001-102-50360	MDIAZ 2023 ANNUAL ASSESSMENT - JULIE	1,300.92			01/17/2024
Total Vendor (	0092 - JULIE INC					
			1,300.92	1,300.92		
Vendor 0093 - 0000098942	JUST TIRES					
00015873	JUST TIRES	01/25/2024	1,614.56	1,614.56	Open	N 01 /26 /2024
	2021 DODGE DURANGO - TIRE REPLA 001-110-50010	2021 DODGE DURANGO - TIRE REPLACEMENT	1,614.56			01/26/2024
Total Vendor 0	0093 - JUST TIRES					
			1,614.56	1,614.56		
	MERGENTHALER PLUMBING					
24-01198 00015838	MERGENTHALER PLUMBING REPAIR BURST 3/4" COPPER WATER	01/18/2024 PIPE & RE MDIAZ	615.50	615.50	Open	N 01/19/2024
	001-110-50120	REPAIR BURST 3/4" COPPER WATER PIPE	615.50			
Total Vendor 0	0122 - MERGENTHALER PLUMBING					
			615.50	615.50		
Vendor UB REFU	UND - MICHAEL D GREEN					
00015864	MICHAEL D GREEN	01/19/2024 09/15/2023	118.00	118.00	Open	N 12 /21 /2022
	UB refund for account: 08-297 502-000-30641	MDIAZ SEWER FEES	118.00			12/31/2023
Total Vendor U	JB REFUND - MICHAEL D GREEN					
		_	118.00	118.00		
Vendor 0449 - 240117NSGASX19	NORTH SHORE GAS					
00015834	NORTH SHORE GAS	01/17/2024	561.28	561.28	Open	N 01 (10 (2024
	UTILITIES EXPENSE - GAS 001-101-50710	MDIAZ UTILITIES EXPENSE - GAS	561.28			01/18/2024

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Invoice Numbe Inv Ref #	er Vendor Description GL Distribution	Invoice Date Due Date Entered By	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0449 - 240117NSGASX0	- NORTH SHORE GAS					
00015835	NORTH SHORE GAS	01/17/2024	86.25	86.25	Open	N
	UTILITIES EXPENSE - GAS	MDIAZ				01/18/2024
	501-000-50710	UTILITIES EXPENSE - GAS	86.25			
Total Vendor	0449 - NORTH SHORE GAS					
			647.53	647.53		
Vendor 0145 -	- NSSRA					
00015821	NSSRA	01/09/2024	3,697.75	3,697.75	Open	N
	2023 ANNUAL INCLUSION ESTIMATE	- 2023 IN MDIAZ				12/31/2023
	001-101-60650	2023 INCLUSION BALANCE	3,697.75			
915						
00015822	NSSRA	01/09/2024	21,056.70	21,056.70	Open	N
	1ST INSTALLMENT 2024 MEMBER AGI 001-101-60650	ENCY CONTR MDIAZ 1ST INSTALLMENT 2024 MEMBER AG	GENCY CONTR 21,056.70			01/16/2024
Total Vendor	0145 - NSSRA					
			24,754.45	24,754.45		
Vendor 0606 -	- OFFICE OF THE ILLINOIS STATE TR	EASU				
00015831	OFFICE OF THE ILLINOIS STATE T		5.00	5.00	Open	N
	SEX OFFENDER RIGISTRATION FEES					01/18/2024
	001-110-30850	SEX OFFENDER RIGISTRATION FEES	S 5.00			
Total Vendor	0606 - OFFICE OF THE ILLINOIS STA	ATE TREASU				
			5.00	5.00		
	- QUADIENT FINANCE USA, INC.					
240114QUAD 00015823	QUADIENT FINANCE USA, INC.	01/14/2024	500.00	500.00	Open	N
	POSTAGE	MDIAZ			•	01/16/2024
	001-101-50510	POSTAGE EXPENSE	500.00			
	0133 - QUADIENT FINANCE USA, INC					
Total Vendor	0133 - QUADIENT FINANCE USA, INC					

Vendor 0161 - QUICK KILL EXTERMINATING

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Invoice Number	•	OI EII				
Inv Ref #	Vendor Description GL Distribution	Invoice Date Due Date Entered By	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0161 - 346900	QUICK KILL EXTERMINATING					
00015827	QUICK KILL EXTERMINATING QUARTERLY PEST PREVENTION	01/17/2024 MDIAZ	263.00	263.00	Open	N 01/17/2024
	001-101-50116	QUARTERLY PEST PREVENTION	263.00			,,
346567						
00015837	QUICK KILL EXTERMINATING QUARTERLY PEST PREVENTION	01/17/2024 MDIAZ	158.00	158.00	Open	N 01/19/2024
	001-110-50116	QUARTERLY PEST PREVENTION	158.00			01/13/2021
Total Vendor 0	) 161 - QUICK KILL EXTERMINATIN	G				
			421.00	421.00		
	RAY O'HERRON CO., INC.					
2317919 00015842	RAY O'HERRON CO., INC.	01/11/2024	38.99	38.99	Open	N
	POLICE OFFICERS EQUIP. 001-110-50070	MDIAZ POLICE OFFICERS EQUIP.	38.99			01/19/2024
2202057						
2303857 00015843	RAY O'HERRON CO., INC.	10/30/2023	78.98	78.98	Open	N
	POLICE OFFICERS EQUIP. 001-110-50070	MDIAZ POLICE OFFICERS EQUIP.	78.98			12/31/2023
	001 110 000.0	. 02202 0 202. 0				
2277418 00015845	RAY O'HERRON CO., INC.	06/15/2023	43.99	43.99	Open	N
	POLICE OFFICERS EQUIP. 001-110-50070	MDIAZ POLICE OFFICERS EQUIP.	43.99			12/31/2023
	001 110 30070	TOLICE OFFICERS EQUIL	13133			
2290833 00015846	RAY O'HERRON CO., INC.	08/25/2023	450.06	450.06	Open	N
	POLICE OFFICERS EQUIP. 001-110-50070	MDIAZ POLICE OFFICERS EQUIP.	450.06			12/31/2023
	001 110 30070	TOLICE OFFICERS EQUIT.	+30.00			
2300573 00015847	RAY O'HERRON CO., INC.	10/13/2023	1,134.88	1,134.88	Open	N
	POLICE OFFICERS EQUIP. 001-110-50070	MDIAZ	1 124 00	,	·	12/31/2023
	001-110-30070	POLICE OFFICERS EQUIP.	1,134.88			
2311125 00015848	RAY O'HERRON CO., INC.	12/06/2023	1,554.94	1,554.94	Open	N
23023010	POLICE OFFICERS EQUIP.	MDIAZ	,	_,3331	· · ·	12/31/2023
	001-110-50070	POLICE OFFICERS EQUIP.	1,554.94			

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Invoice Numbe Inv Ref #	er Vendor Description GL Distribution	Invoice Date Due Date Entered By	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor 0165 - 2316499	RAY O'HERRON CO., INC.					
00015849	RAY O'HERRON CO., INC.	01/04/2024	36.99	36.99	Open	N
	POLICE OFFICERS EQUIP. 001-110-50070	MDIAZ POLICE OFFICERS EQUIP.	36.99			01/19/2024
Total Vendor	0165 - RAY O'HERRON CO., INC.					
			3,338.83	3,338.83		
Vendor 0631 - 23-33032	SE INC.					
00015859	SE INC.	11/27/2023	385.00	385.00	Open	N 12 (21 (2022
	SSA 26 SNOW REMOVAL - 112623 126-000-50180	MDIAZ SSA 26 SNOW REMOVAL - 112623	385.00			12/31/2023
23-33141						
00015860	SE INC.	01/02/2024	385.00	385.00	Open	N
	SSA 26 SNOW REMOVAL - 123123 126-000-50180	MDIAZ SSA 26 SNOW REMOVAL - 123123	385.00			12/31/2023
	120-000-30180	33A 20 SNOW REMOVAL - 123123	303.00			
Total Vendor	0631 - SE INC.					
			770.00	770.00		
Vendor 0798 - 24205-101	STUCKEY CONSTRUCTION COMPANY,	INC.				
00015880	STUCKEY CONSTRUCTION COMPANY,		1,412.20	1,412.20	Open	N 21 (22 (222 )
	POLICE STATION - FURNISH AND 1 001-110-50120	INSTALL RAI MDIAZ BUILDING - EQUIPMENT	1,412.20			01/29/2024
	0700					
rotal vendor	0798 - STUCKEY CONSTRUCTION COMP	PANY, INC.	1,412.20	1,412.20		
			1, 111110	1,112120		
Vendor 0206 - 9954369127	· VERIZON WIRELESS					
00015878	VERIZON WIRELESS	01/16/2024	795.58	795.58	Open	N 01 /30 /3034
	TELEPHONE EXPENSE 001-101-50520	MDIAZ TELEPHONE EXPENSE	361.08			01/29/2024
	001-110-50520	TELEPHONE EXPENSE	434.50			
Total Vendor	0206 - VERIZON WIRELESS					
			795.58	795.58		

Vendor MISC - VIVIAN HOFELD

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POST DATES 12/31/2023 - 01/31/2024 POSTED AND UNPOSTED OPEN

Invoice Numb	er					
Inv Ref #	Vendor Description GL Distribution	Invoice Date Due Date Entered By	Invoice Amount	Amount Due	Status	Posted Post Date
Vendor MISC 240126VIVIAN	- VIVIAN HOFELD					
00015877	VIVIAN HOFELD REGISTERED MAIL EXPENSE	01/26/2024 - REIMBURSEMENT MDIAZ	16.54	16.54	Open	N 01/29/2024
	001-101-50510	POSTAGE EXPENSE	16.54			,,
240130VIVIAN	IHOF .					
00015885	VIVIAN HOFELD REGISTERED MAIL EXPENSE	01/30/2024	16.30	16.30	Open	N 01/31/2024
	001-101-50510	POSTAGE EXPENSE	16.30			01/ 31/ 2024
Total Vendor	MISC - VIVIAN HOFELD					
			32.84	32.84		
Vendor 0795 240201WAYNEE	- WAYNE ENDRE CONTRACTING,	INC.				
00015875	WAYNE ENDRE CONTRACTING SNOW REMOVAL 01-06, 08,		18,580.00	18,580.00	Open	N 01/29/2024
	104-000-50180	SNOW REMOVAL	18,580.00			, , ,
240201WAYNEE						
00015876	WAYNE ENDRE CONTRACTING SNOW REMOVAL 01-22, 23-	2023 MDIAZ	3,900.00	3,900.00	Open	N 01/29/2024
	104-000-50180	SNOW REMOVAL	3,900.00			
Total Vendor	0795 - WAYNE ENDRE CONTRA	CTING, INC.				
			22,480.00	22,480.00		
Vendor 0764 94521403	- WEX BANK					
00015826	WEX BANK MONTHLY FUEL	01/15/2024 MDIAZ	1,316.52	1,316.52	Open	N 01/17/2024
	001-110-60550	MONTHLY FUEL	1,316.52			,,
Total Vendor	0764 - WEX BANK					
			1,316.52	1,316.52		
Vendor 0761 2024-02	- WRB LLC					
00015884	WRB LLC	02/01/2024	19,020.00	19,020.00	Open	N 01/21/2024
	CONSULTANT 001-101-50360	MDIAZ CONSULTANT	19,020.00			01/31/2024
Total Vendor	0761 - WRB LLC					
			19,020.00	19,020.00		

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Invoice Number

	Vendor Description GL Distribution	Invoice Date Due Date Entered By	Invoice Amount	Amount Due Status	Posted Post Date
Vendor 0761 - w	RB LLC				
<pre># of Invoices: # of Credit Mem Net of Invoices</pre>	67 # Due: 67 os: 0 # Due: 0 and Credit Memos:	Totals: Totals:	262,613.92 0.00 262,613.92	262,613.92 0.00 262,613.92	
* 1 Net Invoi	ces have Credits Totalling:		(155.72)		
TOTALS BY F	UND				
	001 GENERAL 104 MFT 126 SSA 26 ROAD MAINT. 501 CONSOLIDATED WATER FUND 502 SEWER FUND 505 CAPITAL PROJECT FUND 701 PERFORMANCE BONDS 702 DEPOSIT		105,409.40 22,480.00 770.00 21,772.18 279.18 67,962.16 41,578.50 2,362.50	105,409.40 22,480.00 770.00 21,772.18 279.18 67,962.16 41,578.50 2,362.50	
	EPT/ACTIVITY 000 101 ADMINISTRATION 102 BUILDING DEPARTMENT 106 WOODLAND MANAGEMENT 110 POLICE		157,694.52 57,216.69 2,950.92 937.00 43,814.79	157,694.52 57,216.69 2,950.92 937.00 43,814.79	

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# Police Report



### Riverwoods Police Incident Analysis Report

### Summary by Incident Type 2/6/2024

Activity Through January 31st of Each Year

Activity Through January 31st of Each								
Incident Type	2024 YTD	This Time 2023 YTD						
46 (7503) (Mortorist Assist)	13	11						
50 PD (7572) (Crash Property Damage)	11	8						
50 PI (7571) (Crash Personal Injury)	3	3						
50 Priv Prop (7573) (Crash Private Property)		2						
911 Hang up (7911)	2	1						
Ambulance (7021)	39	29						
Animal Problem (7245)	6	2						
AOA (7001)	14	17						
Armed Robbery (0310)								
Assault (0500)								
Attempt Suicide (7221)								
Battery - Simple (0460)		1						
Battery (0400)		1						
Burg - From Motor Veh (0760)								
Burglar Alarm (7082)	17	15						
Burglary - Residential (0625)		1						
Burglary (0600)		·						
Cell 911 (7912)								
Child Seat Inspect (7042)								
Construction Comp (7078)								
Controlled Substance (2000)								
Credit Card Fraud (1150)								
Crim Damage to Prop (1310)	1							
Crim Sexual Assault (1563)	'							
Crim Trespass to Land (1330)								
Crim Trespass to Zana (1860)								
Death Investigation (7231)								
Deceptive Practice (1110)	1							
Domestic Battery (0486)								
Domestic Trouble (7130)		2						
DUI (2410)	1	5						
Fingerprinting (7039)	'	3						
Fire Alarm (0733)	6	5						
Fire Call (7024)	7	5						
Fireworks Complaints (3001)	,	J						
Forgery (1120)								
Found Animal (7246)								
Found Prop. (7156)								
Harassment by Telephone (2825)								
Hold Up Alarm (7083)	1	1						
Identity Theft (7198)	3	<del>'</del>						
Lock out - Vehicle (7051)	1							
Lock out - Venicle (7051) Lost / Mislaid Prop (7144)	2	1						
Missing Person (7178)		<u>'</u>						
Noise Comp (7078)	1	1						
Notification (7049)	3	3						
Other Comp (7079)	5	2						
Other Investigation (7199)	1							
Other investigation (7 199)	I	<u> </u>						

Incident Type	2024 YTD	This Time
		2023 YTD
Other Trouble (7139)		
Parking Complaint (7522)		
Premise Exam (7041)	167	136
Public Service (7040)	3	4
Roadway Debris (7250)	4	3
Solicitor (7063)		
Suicide (7211)		
Suspicious Auto (7123)	7	9
Suspicious Person (7123)	1	
Telephone Threat (2820)		
Theft from Motor Veh (0710)		
Theft of Motor Veh (0910)		1
Theft Over \$500 (0815)	2	
Theft Under \$500 (0825)	1	
Traffic Complaint (7521)	4	3
Turned in Weapon/Ammo (7160)		
Village Ord. Violation (7500)		1
Well Being Check (7045)	5	3
Total:	332	276
Crime Prevention Notices	63	58
Case Reports	11	14
Traffic Stops	150	148
Number of Citations issued	50	66
Number of Persons Issued Citations	33	36

<sup>32</sup> houses are currently on the Vacation Watch list and are checked regularly.

## **New Business**

January 30, 2024

Mayor Kristine Ford and Board of Trustees Village of Riverwoods 300 Portwine Road Riverwoods, Illinois 60015 GENALT HAMILTON ASSOCIATES, INC.

625 Forest Edge Drive, Vernon Hills, IL 60061

Tel 847.478.9700 ■ Fax 847.478.9701

www.gha-engineers.com

Re: Saunders Road Water Main Replacement Bid Results and Recommendation

Dear Mayor Ford and Trustees:

On Thursday, January 18, 2024, bid proposals for the above referenced project were received, opened, and publicly read aloud at the Village of Riverwoods Village Hall. The project involves the installation of approximately 2,000 feet of water main and all associated improvements. All work takes place within the Village of Riverwoods IL, and is as further described in the contract documents prepared by Gewalt Hamilton Associates, Inc.

A total of six (6) bids were received from a contractor. See below for the as-bid breakdown:

BID RESULTS						
Contractor	Base Bid					
Bolder Contractors	\$776,230.00					
Joel Kennedy Constructing Corp	\$789,275.00					
Berger Excavating Contractors, Inc.	\$848,370.00					
IHC Construction Co. LLC	\$982,010.00					
Holiday Sewer & Water Construction, Inc.	\$1,061,000.00					
Mauro Sewer Construction, Inc.	\$1,099,600.00					

A total of eight sets of plans and specifications were distributed to contractors, and bids were received from six contractors. The engineer's estimate was \$826,510.00. A detailed tabulation of bids is attached.

Bolder Contractors, Inc. of Cary Illinois submitted the lowest bid. Bolder has performed similar projects in the Village previously and has the means and experience to complete the project per the plans and specifications. After bids were opened, we asked the apparent low bidder to provide a price for valve abandonment, which was initially excluded from the contract documents. Bolder Contractors provided a price of \$1,000 per valve vault abandonment, of which five (5) are required. An additional \$5,000.00 is being added to the recommended award amount.

We recommend awarding the contract for the Saunders Road Water Main Replacement Project to Bolder Contractors Inc., based on the bid amount of \$781,230.00.

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



Village of Riverwoods

Project: Saunders Road Water Main Replacement Project Thursday 1/18/2024 10:00:00 AM

GHA Project No: 9770.348 Project Manager: Riverwoods Village Hall Wadee Rafati

				Engineer's E	-stimate				BID TABL	ILATION							
				of Probable		Berger Excavating Co	entractors, Inc.	Bolder Cont	ractors	Holiday Sewer & Wate	r Construction, Inc.	IHC Construc	etion Co. LLC	Joel Kennedy Co	onstructing Corp	Mauro Sewer C	Construction, Inc.
Item No.	IDOT Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	20101100 TREE TRUNK PROTECTION	10.00	EA	\$150.00	\$1,500.00	\$250.00	\$2,500.00	\$200.00	\$2,000.00	\$100.00	\$1,000.00	\$370.00	\$3,700.00	\$250.00	\$2,500.00	\$300.00	\$3,000.00
2	20101400 NITROGEN FERTILIZER NUTRIENT	10.00	LBS	\$8.00	\$80.00	\$2.00	\$20.00	\$5.00	\$50.00	\$10.00	\$100.00	\$36.00	\$360.00	\$1.00	\$10.00	\$25.00	\$250.00
3	20101600 POTASSIUM FERTILIZER NUTRIENT	10.00	LBS	\$8.00	\$80.00	\$2.00	\$20.00	\$5.00	\$50.00	\$10.00	\$100.00	\$36.00	\$360.00	\$1.00	\$10.00	\$25.00	\$250.00
4	20201200 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	50.00	CY	\$70.00	\$3,500.00	\$62.00	\$3,100.00	\$47.00	\$2,350.00	\$25.00	\$1,250.00	\$180.00	\$9,000.00	\$30.00	\$1,500.00	\$100.00	\$5,000.00
5	21101615 TOPSOIL FURNISH AND PLACE, 4"	520.00	SY	\$6.00	\$3,120.00	\$6.00	\$3,120.00	\$18.00	\$9,360.00	\$10.00	\$5,200.00	\$14.70	\$7,644.00	\$5.00	\$2,600.00	\$15.00	\$7,800.00
6	25000210 SEEDING, CLASS 2A	0.10	AC	\$10,000.00	\$1,000.00	\$5,500.00	\$550.00	\$8,000.00	\$800.00	\$10,000.00	\$1,000.00	\$6,660.00	\$666.00	\$20,000.00	\$2,000.00	\$25,000.00	\$2,500.00
/	25100630 EROSION CONTROL BLANKET	520.00	SY	\$6.00	\$3,120.00	\$2.50	\$1,300.00	\$3.00	\$1,560.00	\$10.00	\$5,200.00	\$3.00	\$1,560.00	\$4.00	\$2,080.00	\$15.00	\$7,800.00
8	28000305 TEMPORARY DITCH CHECKS 28000400 PERIMETER EROSION BARRIER	10.00 150.00	EA FT	\$150.00 \$6.00	\$1,500.00	\$275.00	\$2,750.00	\$300.00	\$3,000.00 \$1,350.00	\$100.00	\$1,000.00	\$177.00	\$1,770.00	\$200.00	\$2,000.00	\$400.00	\$4,000.00
10	44000200 DRIVEWAY PAVEMENT REMOVAL	100.00	SY	\$30.00	\$900.00 \$3,000.00	\$5.00 \$17.00	\$750.00 \$1,700.00	\$9.00 \$12.00	\$1,350.00	\$5.00 \$15.00	\$750.00 \$1,500.00	\$14.00 \$25.00	\$2,100.00 \$2,500.00	\$15.00 \$15.00	\$2,250.00 \$1,500.00	\$15.00 \$20.00	\$2,250.00 \$2,000.00
11	44201692 CLASS D PATCHES, TYPE II, 4 INCH	25.00	SY	\$60.00	\$3,000.00	\$17.00 \$115.00	\$1,700.00	\$12.00	\$1,200.00	\$15.00	\$1,500.00	\$25.00 \$177.00	\$2,500.00	\$125.00	\$1,500.00	\$20.00	\$6,250.00
12	44201694 CLASS D PATCHES, TYPE III, 4 INCH	60.00	SY	\$60.00	\$3,600.00	\$115.00 \$115.00	\$6,900.00	\$80.00	\$4,800.00	\$85.00	\$5,100.00	\$177.00	\$10,560.00	\$125.00	\$7,500.00	\$240.00	\$14,400.00
13	44201696 CLASS D PATCHES, TYPE IV, 4 INCH	30.00	SY	\$60.00	\$1,800.00	\$115.00	\$3,450.00	\$80.00	\$2,400.00	\$85.00	\$2,550.00	\$176.00	\$5,280.00	\$125.00	\$3,750.00	\$235.00	\$7,050.00
14	48101498 AGGREGATE SHOULDERS, TYPE B 4"	80.00	SY	\$50.00	\$4,000.00	\$50.00	\$4,000.00	\$30.00	\$2,400.00	\$25.00	\$2,000.00	\$108.00	\$8,640.00	\$84.00	\$6,720.00	\$40.00	\$3,200.00
15	* CASING PIPE, 16", SPECIAL	50.00	FT	\$1,000.00	\$50,000.00	\$140.00	\$7,000.00	\$300.00	\$15,000.00	\$450.00	\$22,500.00	\$423.00	\$21,150.00	\$570.00	\$28,500.00	\$400.00	\$20,000.00
16	* CLEARING AND GRUBBING, SPECIAL	1.00	LS	\$10,000.00	\$10,000.00	\$5,500.00	\$5,500.00	\$6,000.00	\$6,000.00	\$1,000.00	\$1,000.00	\$6,392.00	\$6,392.00	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00
17	* CONNECTION TO EXISTING WATER MAIN, NON PRESSURE, SPECIAL	4.00	EA	\$5,000.00	\$20,000.00	\$9,000.00	\$36,000.00	\$7,000.00	\$28,000.00	\$5,500.00	\$22,000.00	\$3,600.00	\$14,400.00	\$12,500.00	\$50,000.00	\$7,000.00	\$28,000.00
18	* CUT AND CAP WATER MAIN, SPECIAL	7.00	EA	\$500.00	\$3,500.00	\$2,950.00	\$20,650.00	\$1,050.00	\$7,350.00	\$2,000.00	\$14,000.00	\$1,300.00	\$9,100.00	\$500.00	\$3,500.00	\$2,000.00	\$14,000.00
19	* VALVE VAULTS TO BE ABANDONED	5.00	EA	\$1,000.00	\$5,000.00												
20	* DRILLING/PULLING PIT, SPECIAL	8.00	EA	\$10,000.00	\$80,000.00	\$965.00	\$7,720.00	\$2,000.00	\$16,000.00	\$2,500.00	\$20,000.00	\$15,343.00	\$122,744.00	\$1,000.00	\$8,000.00	\$10,000.00	\$80,000.00
21	* EXPLORATORY EXCAVATION, SPECIAL	21.00	EA	\$750.00	\$15,750.00	\$150.00	\$3,150.00	\$500.00	\$10,500.00	\$50.00	\$1,050.00	\$2,218.00	\$46,578.00	\$300.00	\$6,300.00	\$650.00	\$13,650.00
22	* FIRE HYDRANTS TO BE REMOVED, SPECIAL	1.00	EA	\$1,000.00	\$1,000.00	\$1,400.00	\$1,400.00	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$4,938.00	\$4,938.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00
23	* FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX, SPECIAL	3.00	EA	\$8,500.00	\$25,500.00	\$11,000.00	\$33,000.00	\$15,000.00	\$45,000.00	\$9,500.00	\$28,500.00	\$17,415.00	\$52,245.00	\$17,500.00	\$52,500.00	\$15,000.00	\$45,000.00
24	* GRADING AND SHAPING DITCHES, SPECIAL	150.00	FT	\$50.00	\$7,500.00	\$36.00	\$5,400.00	\$16.00	\$2,400.00	\$15.00	\$2,250.00	\$96.00	\$14,400.00	\$40.00	\$6,000.00	\$100.00	\$15,000.00
25	* HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3", SPECIAL	100.00	SY	\$50.00	\$5,000.00	\$54.00	\$5,400.00	\$80.00	\$8,000.00	\$85.00	\$8,500.00	\$131.00	\$13,100.00	\$75.00	\$7,500.00	\$210.00	\$21,000.00
26	* MOBILIZATION, SPECIAL	1.00	LSUM	\$35,000.00	\$35,000.00	\$49,000.00	\$49,000.00	\$42,000.00	\$42,000.00	\$100,000.00	\$100,000.00	\$14,988.00	\$14,988.00	\$80,000.00	\$80,000.00	\$20,000.00	\$20,000.00
27 28	REMOVE AND RESET STREET SIGN, SPECIAL     REMOVE EXISTING WATER MAIN, SPECIAL	4.00 70.00	EA FT	\$500.00 \$25.00	\$2,000.00	\$225.00	\$900.00	\$200.00	\$800.00	\$100.00	\$400.00	\$774.00	\$3,096.00	\$450.00	\$1,800.00	\$1,200.00	\$4,800.00
29	* REMOVE VALVE VAULT, SPECIAL	1.00	EA	\$1,000.00	\$1,750.00	\$30.00	\$2,100.00	\$15.00	\$1,050.00	\$10.00	\$700.00	\$155.00	\$10,850.00	\$5.00	\$350.00	\$50.00	\$3,500.00
30	* SALVAGE EXISTING FIRE HYDRANT, SPECIAL	1.00	EA	\$5,000.00	\$1,000.00 \$5,000.00	\$1,850.00 \$1.900.00	\$1,850.00 \$1,900.00	\$1,800.00 \$2,000.00	\$1,800.00 \$2.000.00	\$250.00 \$9,500.00	\$250.00 \$9.500.00	\$4,246.00 \$4.878.00	\$4,246.00 \$4,878.00	\$750.00 \$14,000.00	\$750.00 \$14,000.00	\$1,000.00 \$1,500.00	\$1,000.00 \$1,500.00
31	* SAMPLE STATION, SPECIAL	1.00	EA	\$8,000.00	\$8,000.00	\$6,500.00	\$6,500.00	\$3,600.00	\$3,600.00	\$3,500.00	\$3,500.00	\$6,825.00	\$6,825.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
32	* TEMPORARY MAILBOX, SPECIAL	2.00	EA	\$500.00	\$1,000.00	\$1,250.00	\$2,500.00	\$300.00	\$600.00	\$250.00	\$500.00	\$206.00	\$412.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00
33	* TRACER WIRE, SPECIAL	2,060.00	FT	\$2.00	\$4.120.00	\$2.75	\$5,665.00	\$1.50	\$3.090.00	\$1.00	\$2.060.00	\$1.70	\$3.502.00	\$1.00	\$2.060.00	\$2.50	\$5.150.00
34	* TRAFFIC CONTROL AND PROTECTION, SPECIAL	1.00	LSUM	\$20,000.00	\$20,000.00	\$115,000.00	\$115,000.00	\$95,000.00	\$95,000.00	\$60,000.00	\$60,000.00	\$11,713.00	\$11,713.00	\$90,000.00	\$90,000.00	\$167,000.00	\$167,000.00
35	* TREE AND LANDSCAPE MATERIAL PROTECTION, SPECIAL	30.00	FT	\$5.00	\$150.00	\$10.00	\$300.00	\$20.00	\$600.00	\$5.00	\$150.00	\$21.00	\$630.00	\$25.00	\$750.00	\$20.00	\$600.00
36	* TREE ROOT PRUNING , SPECIAL	100.00	FT	\$20.00	\$2,000.00	\$19.00	\$1,900.00	\$10.00	\$1,000.00	\$5.00	\$500.00	\$44.00	\$4,400.00	\$10.00	\$1,000.00	\$25.00	\$2,500.00
37	* TRENCH BACKFILL, SPECIAL	170.00	CY	\$60.00	\$10,200.00	\$70.00	\$11,900.00	\$66.00	\$11,220.00	\$30.00	\$5,100.00	\$262.00	\$44,540.00	\$1.00	\$170.00	\$75.00	\$12,750.00
38	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID,	5.00	EA	\$8,000.00													
	* SPECIAL			· ·	\$40,000.00	\$8,200.00	\$41,000.00	\$8,000.00	\$40,000.00	\$6,500.00	\$32,500.00	\$13,000.00	\$65,000.00	\$12,500.00	\$62,500.00	\$5,000.00	\$25,000.00
39	* WATER MAIN 6", DUCTILE IRON CL 52, OPEN CUT, SPECIAL	50.00	FT	\$160.00	\$8,000.00	\$156.00	\$7,800.00	\$130.00	\$6,500.00	\$125.00	\$6,250.00	\$375.00	\$18,750.00	\$80.00	\$4,000.00	\$120.00	\$6,000.00
40	* WATER MAIN 8", PVC C900 DR 18, OPEN CUT, SPECIAL	180.00	FT	\$165.00	\$29,700.00	\$190.00	\$34,200.00	\$170.00	\$30,600.00	\$175.00	\$31,500.00	\$372.00	\$66,960.00	\$120.00	\$21,600.00	\$150.00	\$27,000.00
41	* WATER MAIN 8", PVC C900 DR 18, DIRECTIONALLY DRILLED, SPECIAL	1,800.00	FT	\$155.00	\$279,000.00	\$190.00	\$342,000.00	\$170.00	\$306,000.00	\$325.00	\$585,000.00	\$129.00	\$232,200.00	\$120.00	\$216,000.00	\$225.00	
42	* WATER MAIN 10", DUCTILE IRON CL 52 OPEN CUT, SPECIAL  * WATER SERVICE CONNECTION LONG SIDE-1 5" SPECIAL	40.00	FT EA	\$190.00 \$12,000.00	\$7,600.00	\$210.00	\$8,400.00	\$190.00	\$7,600.00	\$250.00	\$10,000.00	\$450.00	\$18,000.00	\$155.00	\$6,200.00	\$350.00	\$14,000.00
43	WATER SERVICE SONNESTION, EGING SIDE-1.5 , OF EGIAL	4.00			\$48,000.00	\$4,850.00	\$19,400.00	\$5,000.00	\$20,000.00	\$7,500.00	\$30,000.00	\$7,503.00	\$30,012.00	\$7,850.00	\$31,400.00	\$7,000.00	\$28,000.00
44	* WATER SERVICE CONNECTION, SHORT SIDE - 1.5", SPECIAL	8.00	EA	\$8,000.00	\$64,000.00	\$3,500.00	\$28,000.00	\$2,500.00	\$20,000.00	\$3,500.00	\$28,000.00	\$6,852.00	\$54,816.00	\$4,950.00	\$39,600.00	\$5,550.00	\$44,400.00
45	* LINE STOP, SPECIAL	1.00	EA	\$8,000.00	\$8,000.00	\$9,800.00	\$9,800.00	\$10,000.00	\$10,000.00	\$5,915.00	\$5,915.00	\$22,580.00		\$8,500.00	\$8,500.00	\$18,000.00	\$18,000.00
	Total Base Bid				\$826,470.00		\$848,370.00		\$776,230.00		\$1,061,000.00		\$982,010.00		\$789,275.00		\$1,099,600.00
39A	WATER MAIN 8", DUCTILE IRON CL 52, OPEN CUT, SPECIAL	180.0	FT	\$165.00	\$29,700.00	\$230.00	\$41,400.00	\$250.00	\$45,000.00	\$200.00	\$36,000.00	\$326.00	\$58,680.00	\$170.00	\$30,600.00	\$200.00	\$36,000.00
	WATER MAIN 8", DUCTILE IRON CL 52, DIRECTIONALLY DRILLED,	1.800.0		\$155.00											<u> </u>		<del></del>
40A	SPECIAL	1,500.0	FT	ψ100.00	\$279,000.00	\$230.00	\$414,000.00	\$250.00	\$450,000.00	\$375.00	\$675,000.00	\$146.00		\$170.00	\$306,000.00	\$300.00	
	Alternate 1 Total Project Cost using Alt 1 Material				\$308,700.00		\$455,400.00		\$495,000.00		\$711,000.00		\$321,480.00		\$336,600.00		\$576,000.00
				1													,



February 2, 2024

Ms. Kristine Ford, CFA Mayor Village of Riverwoods 300 Portwine Road Riverwoods, IL 60015

Subject: Riverwoods 2024 Woodland Stewardship

Dear Kris:

Baxter & Woodman Natural Resources, LLC (BWNR) is pleased to provide this Proposal related to conducting 2024 woodland stewardship on all Village owned lots. BWNR understands that this work will include invasive species management.

#### **SCOPE OF SERVICES AND FEE**

The Owner shall pay Baxter & Woodman for the services performed or furnished a lump sum amount of \$13,000.

2024 Village Lots Woodland Stewardship Cost									
Parcel/Management Tasks	Quantity	Unit Cost	Cost						
Chianti Lots 1-3 (6.2 Acres)									
Invasive Species Management (2024 growing season)	1	\$3,500.00	\$3,500.00						
Village Hall (5.5 Acres)									
Invasive Species Management (2024 growing season)	1	\$2,500.00	\$2,500.00						
Rivenberg Parcel (9.2 Acres)									
Invasive Species Management (2024 growing season)	1	\$3,500.00	\$3,500.00						
Woodland Preserve (4.1 Acres)									
Invasive Species Management (2024 growing season)	1	\$2,000.00	\$2,000.00						
Ecologist Monitoring & Report									
Monitoring (1 trip/yr) & Summary Memo (2024 growing season)	1	\$1,500.00	\$1,500.00						
Total Cost-Invasive Species Management & Monitoring/Memo			\$13,000.00						
* Note: All costs are non-prevailing wage									

Ms. Kristine Ford, CFA Village of Riverwoods



Thank you for the opportunity to submit our Proposal for this project. Upon your written authorization to proceed, we will begin woodland stewardship work in spring 2024. Please contact Steve Zimmerman at 773-507-0982 or <a href="mailto:szimmerman@baxterwoodman.com">szimmerman@baxterwoodman.com</a> if you should have questions or need additional information.

The attached Standard Terms and Conditions apply to this Proposal. If you find this Proposal acceptable, please sign and return one copy for our files.

Sincerely,

BAXTER & WOODMAN NATURAL RESOURCES, LLC

Dennis Dabros, PE Vice President Coilin P. McConnell, CWS, DECI Natural Resources Manager

SP-MONE

	VIILAGE OF RIVERWOODS, IL
ACCEPTED BY:	
TITLE:	
DATE:	

#### STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN NATURAL RESOURCES, LLC ("BWNR"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility – Provide BWNR with all criteria and full information for the "Project", which is generally otherwise identified in the Letter Proposal. BWNR will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BWNR. BWNR and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BWNR is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BWNR's work shall be extended and the rates and amounts of BWNR's compensation shall be equitably adjusted in a written instrument executed by all Parties

<u>Invoices and Payments</u> - The fees to perform the proposed scope of services constitutes BWNR's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BWNR invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Opinion of Probable Construction Costs - BWNR's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BWNR has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. BWNR cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BWNR's opinion of probable construction costs.

Standards of Performance – (1) The standard of care for all services performed or furnished by BWNR will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BWNR makes no warranties, express or implied, in connection with its services; (2) BWNR shall be responsible for the technical accuracy of its services and documents; (3) BWNR shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BWNR may employ such sub-consultants as BWNR deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BWNR is not acting as a municipal advisor as defined by the Dodd-Frank Act. BWNR shall not provide advice or have any responsibility for municipal financial products or securities.

<u>Insurance</u> - BWNR will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation Statutory Limits

Automobile Liability: \$1 million combined single limit

Commercial General Liability: \$1 million each occurrence \$2 million general aggregate

Excess Umbrella Liability \$5 million each occurrence \$5 million general aggregate

Professional Liability: \$1 million per claim \$2 million aggregate

Pollution Liability: \$1 million each occurrence \$2 million aggregate

\$2 million aggregate

In no event will BWNR's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BWNR's under this Agreement. Any claim against BWNR arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BWNR's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

<u>Indemnification and Mutual Waiver</u> – (1) To the fullest extent permitted by law, BWNR shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") caused by the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BWNR; (2) To the fullest extent permitted by law, Owner shall indemnify and



hold harmless BWNR and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BWNR waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BWNR and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BWNR is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BWNR agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

<u>Termination</u> - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BWNR, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

<u>Use of Documents</u> – All BWNR documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BWNR to Owner pursuant to this Agreement) are instruments of service and BWNR retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BWNR or its consultant. Electronic format of BWNR's design documents may differ from the printed version and BWNR bears no liability for errors, omissions or discrepancies. Reuse of BWNR's design documents is prohibited and Owner shall defend and indemnify BWNR from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BWNR's document retention policy after Project closeout.

<u>Successors, Assigns, and Beneficiaries</u> – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BWNR to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BWNR and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

<u>Dispute Resolution</u> - All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful, litigation may be pursued in the federal courts of the United States or the courts of the State of Illinois, in each case located in the County of McHenry.

Miscellaneous Provisions — (1) This Agreement is to be governed by the law of the state of Illinois without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BWNR, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall if affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.



# **Committee Reports**

# Village of Riverwoods Building Permits Issued For Date From 01/01/24 to 01/31/24

Issued	Permit Number	<u>Address</u>	<u>Type</u>	<u>Value</u>	Permit Fee	Plan Review	Inspection	Other Fee	Total Fee
1/5/2024	PB12664	1185 WHIGAM ROAD	Reroof	42,178.29					
1/5/2024	PB12665	2755 EDGEWOOD LN	Reroof	27,389.00					
1/5/2024	PB12667	125 PINE TREE LN	Driveway	19,532.00					
1/5/2024	PB12668	1302 WOODLAND LN	Driveway	21,250.00					
1/8/2024	PB12655	1484 E COURSE DR	Res - Windows/Doors	24,188.00					
1/8/2024	PB12657	1338 KENILWOOD LN	Res - Windows/Doors	89,716.14					
1/8/2024	PB12666	2376 MASTERS LN	Res - Windows/Doors	19,834.00					
1/10/2024	PB12669	1127 MILWAUKEE AVE	Signage	50.00					
1/16/2024	PB12661	2313 GLEN EAGLES LN	Res - Windows/Doors	37,523.00					
1/17/2024	PB12670	2359 MASTERS LN	Reroof	21,527.00					
1/17/2024	PB12671	1552 E COURSE DR	Reroof	82,770.00					
1/17/2024	PB12672	2735 FOREST GLEN TRL	Reroof	137,307.00					
1/22/2024	PB12631	2440 FOREST GLEN TRL	Water and Sewer Repair	10,000.00					
1/23/2024	PB12673	6 JULIE LN	Reroof	102,171.50					
1/23/2024	PB12674	4 BURR OAK TRL	Reroof	54,550.00					
1/23/2024	PB12675	3085 BLACKTHORN RD	Siding	28,020.00					
1/29/2024	PB12676	2373 GLEN EAGLES LN	Res - Windows/Doors	5,112.95					
1/31/2024	PB12677	2393 WEST COURSE DRIV	ERes - Windows/Doors	115,927.00					
Total Permits	18	В		\$839,045.88	\$6,045.00	\$1,800.00	\$2,320.00	\$0.00	\$10,165.00
Jan, 2023	;	5		\$495,255.00	\$6,090.00	\$1,444.00	\$960.00	\$0.00	\$8,494.00
YTD 2022	18	8		\$1,892,809.69	\$25,561.51	\$4,170.00	\$0.00	\$0.00	\$29,731.51
YTD 2023		5		\$495,255.00	\$6,090.00	\$1,444.00	\$960.00	\$0.00	\$8,494.00
YTD 2024	18	8		\$839,045.88	\$6,045.00	\$1,800.00	\$2,320.00	\$0.00	\$10,165.00
Inspections	40	6							