



3-20-2024
BOT FINAL

PACKET





PUBLIC HEARING
VILLAGE OF RIVERWOODS APPROPRIATION ORDINANCE
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024

300 PORTWINE ROAD
RIVERWOODS, IL
March 20, 2024
7:30 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. PRESENTATION OF THE APPROPRIATIONS ORDINANCE
4. ADJOURNMENT

BOARD OF TRUSTEES

Final Agenda
300 PORTWINE ROAD
RIVERWOODS, IL 60015
March 20, 2024

BOARD OF TRUSTEES MEETING

7:30 P.M.
[Riverwoods.gov/streamBOT](https://riverwoods.gov/streamBOT)

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF MINUTES
 - a. Board of Trustees March 5, 2024
5. FINANCE DIRECTOR'S REPORT
 - a. Approval of Bills
 - b. Presentation of the 2023 Budget
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 the Appropriation Ordinance for the Fiscal Year Ending December 31, 2024
 - b. Approval of an Ordinance Approving a Franchise Agreement with Comcast of California/Illinois, LLC
 - c. Approval of a Memorandum of Agreement Between the Village of Riverwoods and the Metropolitan Alliance of Police, Chapter #330
 - d. Approval of a Change Order for Work on Saunders Road Water Main Project as Presented by GHA (Staff Review Pending)

- 15. OLD BUSINESS
- 16. VISITORS WISHING TO ADDRESS THE BOARD

- 17. EXECUTIVE SESSION
 - a. Litigation, Acquisition of Property, and Personnel

- 18. ESTABLISH TIME AND DATE FOR NEXT MEETING
 - a. Board of Trustees Workshop April 2, 2024, 6:30 PM
 - b. Board of Trustees Regular Meeting April 2, 2024, 7:30 PM

- 19. ADJOURNMENT

Minutes

Village of Riverwoods
Board of Trustees Meeting
March 5, 2024
Draft

Present:

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

Also Present:

Bruce Dayno, Police Chief
Carissa Smith, Village Engineer
Stephen Witt, Director of Community Services
Tony Vasquez, Finance Director

The meeting was called to order at 7:30 pm

Document Approval

Trustee Jamerson moved to approve the minutes of the February 20, 2024 Board of Trustees meeting. Trustee Dikin seconded the motion. Trustee Eastmond requested an edit to the minutes. The motion passed unanimously on a voice vote as amended.

Finance Director's Report

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

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

NAYS: None (0)

Director Vasquez noted the budget and the Appropriations Ordinance will be on the agenda for the next Board of Trustees meeting. A draft of the budget has been sent out with a request for questions or comments by March 7, 2024. He noted the Village of Northbrook will be increasing their water rates to the Village effective May 1, 2024.

Director of Community Services Report

Director Witt reported Administrative Adjudication Hearings will take place later this month. Separately, there have been some issues at the Shoppes of Riverwoods and Colonial Court with Baby Vegas project moving slowly and the high water in detention basin north of the Shoppes. The water

issues should be taken care of by March 27, 2024. In Colonial Court, Avalon is working with the landlord to revise the accessible ramp near Tador Restaurant so they can have outdoor dining without restricting access to other tenants in Colonial Court.

Trustee Hollander asked if the Trustees can get a report on the Hearings. Director Witt will follow up.

Engineer's Report

Ms. Smith noted the Road project will go out to bid next week. The Saunders Road Water Main Project continues.

Municipal Separate Storm Sewer System (MS4) Presentation

Karolina Cho from GHA noted GHA performs inspections to detect and eliminate illicit discharge in streambanks and basins. The Des Plaines River Watershed Workgroup is working on reducing phosphorus levels in the water. The MS4 permit is renewed annually. The presentation is attached at the end of the minutes.

Plan Commission Report

Plan Commission Chairperson Laurie Breitkopf reported the Plan Commission will continue their discussion on Planned Unit Developments on Thursday. She hopes they will be able to review a draft Ordinance at the April meeting.

Zoning Board of Appeals Report

ZBA Chairperson Sherry Graditor reported the ZBA will meet on Monday, March 11, 2024 at 7:30. Mr. Witt will lead a workshop session on side and rear yard setbacks.

Police Report

Chief Dayno reported an officer's traffic stop led to the arrest of a wanted individual. In Thorngate, a mail theft complaint resulted in misdemeanor charges against a suspect. Chief Dayno praised the Flock camera system for aiding in locating missing vehicles and deterring vandalism. The system also helped identify minors involved in theft and disturbances at the Mobil station. Additionally, it assisted in solving several auto burglaries in Deerfield. Mayor Ford noted the police department will receive an award from the Illinois Law Enforcement Accreditation Program in April.

Information Items from the President

a. Statement of Economic Interest

Mayor Ford reminded those who are required to file, but have not yet filed, the Statement of Economic Interest to do so by May 1st.

Tiffany Vail from the RRA thanked the members of the Board for supporting the RRA at the recent Arts & Riverwoods event. They hope to make this an annual event and can be relocated to Village Hall

next year. The RRA is looking for new members to join their planning committee. They are planning a Family Fun Day in June.

New Business

- a. Resolution R-24-03-02 Endorsing the Metropolitan Mayors Caucus' Greenest Region Compact

Trustee Jamerson moved to adopt the Resolution endorsing the Metropolitan Mayors Caucus' Greenest Region Compact. Trustee Clayton seconded the motion. The motion passed by the following vote:

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

NAYS: None (0)

- b. Approval of a Proposal for the Replacement of Valves and Meter for the Thorngate Reservoir

Director Witt reported that in 2022 the Village of Northbrook informed Gewalt Hamilton Associates, Inc. (GHA) about a steady low flow of water through the Thorngate reservoir fill valve. Northbrook's meter, which the Village is billed from, is able to pick up on this flow but the Village-owned meter at the reservoir is not. Additionally, the control valve that would normally shut off water flow was not closing completely.

After discussion, Trustee Jamerson moved to approve the replacement of valves and meters for the Thorngate reservoir contract with Dorner Company in an amount not to exceed \$54,000. Trustee Clayton seconded the motion. The motion passed by the following vote:

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

NAYS: None (0)

Prior to approval, Director Witt explained that the next several items are agreements with contractors who currently supply services to the Village. He noted these contracts include the provider's 2024 rates and those rates will be reviewed annually. It was pointed out that these contractors have sound knowledge of the Village and replacement might only be considered if the rates become too high or if a specific project can be executed internally. There was further discussion surrounding project authorization, project budget management as well as the Directors' current review of consultant fees. All contracts presented will be reviewed by the Village Attorney prior to execution.

- c. Approval of Agreement with Teska Associates, Inc.

Trustee Jamerson moved to approve the agreement with Teska Associates, Inc., subject to Village Attorney review. Trustee Dikin seconded the motion. The motion passed by the following vote:

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

NAYS: None (0)

d. Approval of Agreement with Pinestone Lawn & Snow

Trustee Jamerson moved to approve the agreement with Pinestone Lawn and Snow for emergency tree removal at the quoted amounts, subject to Village Attorney review. Trustee Clayton seconded the motion. The motion passed by the following vote:

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

NAYS: None (0)

e. Approval of Agreement with Gewalt Hamilton Associates, Inc.

After discussion on the use of GIS services and the budgeting of general GHA consulting services, Trustee Jamerson moved to approve the agreement with Gewalt Hamilton Associates, Inc., subject to Village Attorney review. Trustee Clayton seconded the motion. The motion passed by the following vote:

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

NAYS: None (0)

f. Approval of Agreement with Christopher B. Burke Engineering, LTD

Trustee Jamerson moved to approve the agreement with Christopher B. Burke Engineering, LTD for on-call wetland and environmental consulting services at the quoted rates, subject to Village Attorney review. Trustee Clayton seconded the motion. The motion passed by the following vote:

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

NAYS: None (0)

g. Approval of Agreement with Baxter & Woodman Natural Resources, LLC

Trustee Jamerson moved to approve the agreement with Baxter & Woodman Natural Resources, LLC designating Steve Zimmerman as the Village Ecologist at the contracted rates, subject to Village Attorney review. Trustee Smith seconded the motion. The motion passed by the following vote:

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

NAYS: None (0)

h. Approval of Agreement with B & F Construction Code Services, Inc.

After discussion regarding the change in fee schedule metrics, Trustee Jamerson moved to approve the agreement with B & F Construction Code Services, Inc. at the contracted rates, subject to Village Attorney review. Trustee Clayton seconded the motion. The motion passed by the following vote:

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

NAYS: None (0)

Old Business

There was no Old Business.

Visitors wishing to address the Board

Sherry Graditor was curious about seeing tagged deer in her yard. She contacted Lake County Forest Preserve, who could not provide information.

Trustee Jamerson was at the Play Area on Sunday and saw at least four families with at least eight or nine kids playing on the equipment. He noted the sod needs to be installed past the concrete curb, as it is currently mud. Director Witt noted this is on the list of things remaining to be done.

Tiffany Vail wanted to bring to the Board's attention her understanding that the Deerfield Park District made a recent change disqualifying Riverwoods residents from early registration for After School programs. Mayor Ford has been in contact with the Chair of the District 109 School Board. She reported that a message from the Chair did include the history and the specifics regarding the relationship of the School District 109 and the Park District as well as an explanation of the after school enrichment programs. She will reach out to ask the Chair regarding a wider sharing of the Chair's email response. Mayor Ford suggested going to the District 109 website to get in direct contact with the Chair who is also a Riverwoods resident. She will also work to connect Ms Vail with the Chair.

Paul Antonob noted the program is hosted in the schools. Riverwoods residents pay taxes for the schools. The program may be organized by the Park District, but it is different. Riverwoods students should not be treated as second class citizens. Mayor Ford suggested that hearing directly from the Chair of the School Board will clear up some of those points. She urged Mr. Antonob to contact the School Board Chair.

Standing Committee Reports

Communications – Trustee Dikin reported the website traffic has increased. The most visited pages include the Village calendar followed by the Building Department page. Trustee Dikin also updated the Village's LinkedIn profile.

Woodlands/Ecology/Legal – Trustee Eastmond and Mayor Ford met with the County Board representative Ann Maine regarding the South Lake Mosquito Abatement District. Trustee Jamerson noted on Google Maps, there is a pin dropped in the middle of the woods marking Lake County Forest Preserves that appears to have parking in the area of Thornmeadow. He asked that the pin be moved elsewhere.

Land Use and Roads – Trustee Hollander noted the Deerfield Road project appears to be delayed for one year. He notified the Board that Riverwoods Road will be repaved after Deerfield Road is completed. Trustee Hollander brought forward the issue of repair, maintenance or replacement for the existing Riverwoods Road path.

Building and Utilities/Storm Water – Trustee Jamerson noted there is no building report at this time. There will be a Storm Water Committee meeting tomorrow.

Community Services – Trustee Smith thanked the RRA for the Arts in Riverwoods event. The RPC is working on getting volunteers for the Sustainability and Climate Action Working Group.

Adjournment

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

The meeting was adjourned at 8:55 pm

The next regular meeting of the Board of Trustees will take place on March 20, 2024 at 7:30 pm.

Respectfully submitted,

Transcribed by:
Jeri Cotton

Attachment: MS4 Report

8b
i Municipal Separate Storm
Sewer System (MS4) Annual Re
port
Presentation



RIVERWOODS MS4 YEAR 21 GEWALT HAMILTON ASSOCIATES

Karolina Cho
Gewalt Hamilton Associates
Environmental Consultant

NATIONAL POLLUTANT DISCHARGE DETECTION AND ELIMINATION (NPDES)

- Illicit discharge detection and elimination (IDDE)
- Pollution prevention/good housekeeping for municipal operations



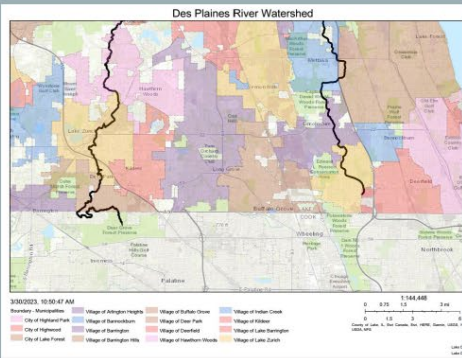
OUTFALL INSPECTIONS

- What we look for:
 - Odor
 - Color
 - Plant growth
 - Flow (speed and direction)



STREAMBANKS AND BASINS

DES PLAINES RIVER WATERSHED WORKGROUP NARP



- The DRWW completed and submitted the Nutrient Assessment & Reduction Plan (NARP) to the Illinois EPA on December 29, 2023.



POTW total phosphorus reductions beyond 0.5 mg/L have minimal impact on water quality.



Upstream total phosphorus reductions reduce sestonic chlorophyll and improve dissolved oxygen during high flow periods.



Tributary total phosphorus reductions reduce sestonic chlorophyll in the mainstem river; but have minimal impact on dissolved oxygen.



A combined reduction in the load from POTWs, nonpoint sources, and upstream improves the water quality in the Des Plaines River.



Improving upstream dissolved oxygen addresses the impairment in the upper reaches of the Des Plaines River.

General Storm Water Permit for Small Municipal Separate Storm Sewer Systems (MS4)

2021 MS4 Permit Renewal Notice: The MS4 Permit is in the process of being reissued. Until this permit is reissued you will continue to operate under the expiring MS4 permit. The timeframe for the renewal will most likely occur by March 2024. If you have not submitted an NOI for Renewal, please do so as soon as possible. Please note we have new Renewal & Waiver NOIs.

ILR40 PERMIT UPDATE

Bills



March 15, 2024

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

FROM: Moses Diaz

RE: Council Report for March 20, 2024

Attached are the Invoices for approval at the March 20, 2024 BOT Meeting:

Fund Number	Fund Name	Total
001	General Fund	\$71,002.06
104	MFT	\$800.00
119	SSA 19	\$2,725.00
501	Water Fund	\$48,289.46
502	Sewer Fund	\$291.46
504	TIF# 2 – Federal Life	\$1,312.50
505	Capital Project Fund	\$6,321.00
TOTAL TO BE APPROVED:		\$130,741.48

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 03/04/2024 - 03/15/2024

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 0322 - AVI SYSTEMS, INC.							
88944433 00016057	AVI SYSTEMS, INC. EQUIPMENT FOR THE VIDEO/SOUNDBAR INSTALL 505-000-90520	02/29/2024		6,321.00	6,321.00	Open	N 03/12/2024
				6,321.00			
Total Vendor 0322 - AVI SYSTEMS, INC.				6,321.00	6,321.00		
Vendor 0320 - B&F CONSTRUCTION CODE SERVICES							
18920 00016034	B&F CONSTRUCTION CODE SERVICES INSPECTIONS, JANUARY 2024 001-102-50345	02/26/2024		1,433.31	1,433.31	Open	N 03/06/2024
				1,433.31			
Total Vendor 0320 - B&F CONSTRUCTION CODE SERVICES				1,433.31	1,433.31		
Vendor 0751 - BAXTER & WOODMAN NATURAL RESOURCES LLC							
0256520 00016069	BAXTER & WOODMAN NATURAL RESOURCES PRESCRIBED BURNS COMPLETE 001-102-50360	02/29/2024		9,934.00	9,934.00	Open	N 03/15/2024
				9,934.00			
Total Vendor 0751 - BAXTER & WOODMAN NATURAL RESOURCES LLC				9,934.00	9,934.00		
Vendor 0020 - CANON SOLUTIONS AMERICA INC							
6007226972 00016047	CANON SOLUTIONS AMERICA INC COPIER MAINTENANCE 001-101-60511	02/29/2024		203.43	203.43	Open	N 03/08/2024
				203.43			
6007236909 00016048	CANON SOLUTIONS AMERICA INC COPIER MAINTENANCE 001-101-60511	02/29/2024		17.47	17.47	Open	N 03/08/2024
				17.47			
647370 00016065	CANON SOLUTIONS AMERICA INC COPIER MAINTENANCE 001-110-60511	03/01/2024		137.61	137.61	Open	N 03/14/2024
				137.61			
Total Vendor 0020 - CANON SOLUTIONS AMERICA INC				358.51	358.51		

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 03/04/2024 - 03/15/2024

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 0020 - CANON SOLUTIONS AMERICA INC							
Vendor 0026 - CHASE BANK							
240303	CHASECC						
00016058	CHASE BANK	03/03/2024		2,344.57	2,344.57	Open	N
	CREDIT CARD CHARGES						03/12/2024
	001-101-50620						
	001-101-60700						
	001-101-50551						
	001-101-60543						
	001-110-60510						
	001-101-60510						
	001-110-50510						
	001-110-50070						
	001-101-50610						
	001-101-50640						
	001-102-50360						
Total Vendor 0026 - CHASE BANK				2,344.57	2,344.57		
Vendor 0031 - CHRISTOPHER B. BURKE							
190283							
00016017	CHRISTOPHER B. BURKE	03/01/2024		1,697.53	1,697.53	Open	N
	WETLAND AND BUFFER REVIEW, 2750						03/04/2024
	001-101-50360						
Total Vendor 0031 - CHRISTOPHER B. BURKE				1,697.53	1,697.53		
Vendor 0718 - COMCAST BUSINESS							
240226	COMCASTX1						
00016040	COMCAST BUSINESS	02/26/2024		222.75	222.75	Open	N
	INTERNET						03/06/2024
	502-000-50710						
240301	COMCASTX1						
00016054	COMCAST BUSINESS	03/01/2024		68.71	68.71	Open	N
	OFF-SITE LIFT STATION - 644 THORNGATE LN						03/12/2024
	502-000-50520						
Total Vendor 0718 - COMCAST BUSINESS				291.46	291.46		
Vendor 0038 - COMED							

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 03/04/2024 - 03/15/2024

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 0038 - COMED							
240228 00016028	COMED UTILITY EXPENSE - ELECTRIC: 501-000-50710	40 WELLESLE MDIAZ UTILITY EXPENSE - ELECTRIC	02/28/2024	29.57	29.57	Open	N 03/04/2024
240308 00016070	COMED UTILITY EXPENSE - ELECTRIC 001-104-50720	MDIAZ UTILITY EXPENSE - ELECTRIC	03/08/2024	192.92	192.92	Open	N 03/15/2024
240308 00016071	COMED UTILITY EXPENSE - ELECTRIC 501-000-50710	MDIAZ UTILITY EXPENSE - ELECTRIC	03/08/2024	25.15	25.15	Open	N 03/15/2024
Total Vendor 0038 - COMED				247.64	247.64		
Vendor 0520 - DAVID G. ETERNO							
10460 00016025	DAVID G. ETERNO ADMINISTRATIVE ADJUDICATION HEARINGS - F 001-102-50329	MDIAZ ADMINISTRATIVE ADJUDICATION HEARINGS	03/02/2024	893.75	893.75	Open	N 03/04/2024
Total Vendor 0520 - DAVID G. ETERNO				893.75	893.75		
Vendor 0310 - DEERFIELD PARENT NETWORK							
240220 00016062	DEERFIELD PARENT NETWORK DONATION - DEERFIELD PARENT NETWORK, AFT 001-101-90160	MDIAZ DONATIONS	02/20/2024	2,000.00	2,000.00	Open	N 03/14/2024
Total Vendor 0310 - DEERFIELD PARENT NETWORK				2,000.00	2,000.00		
Vendor 0276 - DIGITAL CURRENCY SYSTEMS							
QB117878 00016018	DIGITAL CURRENCY SYSTEMS IT CONSULTANT - MONTHLY RETAINER 001-101-50365	MDIAZ IT CONSULTANT - MONTHLY RETAINER	03/01/2024	1,053.01	1,053.01	Open	N 03/04/2024
Total Vendor 0276 - DIGITAL CURRENCY SYSTEMS				1,053.01	1,053.01		

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 03/04/2024 - 03/15/2024

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 0276 - DIGITAL CURRENCY SYSTEMS							
Vendor 0049 - ERNIE'S WRECKER SERVICE							
248687 00016032	ERNIE'S WRECKER SERVICE 2023 FORD POLICE INTERCEPTOR BLACK #67 - MDIAZ 001-110-50010	02/29/2024		77.89	77.89	Open	N 03/06/2024
		2023 FORD POLICE INTERCEPTOR BLACK #67		77.89			
248700 00016044	ERNIE'S WRECKER SERVICE 2020 DODGE DURANGO #64 - ALTERNATOR, BEL MDIAZ 001-110-50010	03/06/2024		1,606.53	1,606.53	Open	N 03/07/2024
		2020 DODGE DURANGO #64 - ALT, BELT, OIL		1,606.53			
Total Vendor 0049 - ERNIE'S WRECKER SERVICE				1,684.42	1,684.42		
Vendor 0483 - ESSCOE LLC							
64014 00016035	ESSCOE LLC 12.00 SECURITY SOFTWARE MAINTENANCE AGRE MDIAZ 001-110-60542	03/01/2024		1,248.00	1,248.00	Open	N 03/06/2024
		HARDWARE - MAINTENANCE		1,248.00			
Total Vendor 0483 - ESSCOE LLC				1,248.00	1,248.00		
Vendor 0056 - GARVEY'S OFFICE PRODUCTS							
CM204555 00016039	GARVEY'S OFFICE PRODUCTS OFFICE SUPPLIES - RETURN 001-101-60510	03/05/2024		(59.94)	(59.94)	Open	N 03/06/2024
		MDIAZ OFFICE SUPPLIES - RETURN		(59.94)			
PINV2542443 00016061	GARVEY'S OFFICE PRODUCTS OFFICE SUPPLIES 001-101-60510	03/07/2024		221.06	221.06	Open	N 03/14/2024
		MDIAZ OFFICE EXPENSE		221.06			
PINV2545234 00016063	GARVEY'S OFFICE PRODUCTS OFFICE SUPPLIES 001-101-60510	03/14/2024		93.82	93.82	Open	N 03/14/2024
		MDIAZ OFFICE EXPENSE		93.82			
Total Vendor 0056 - GARVEY'S OFFICE PRODUCTS				254.94	254.94		
Vendor 0754 - HOWARD SIMON							

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 03/04/2024 - 03/15/2024

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							
12403553 00016064	HOWARD SIMON PAYROLL SERVICES, 03/15/2024 001-101-50370	03/14/2024 MDIAZ PAYROLL SERVICES, 03/15/2024		452.25 452.25	452.25	Open	N 03/14/2024
Total Vendor 0754 - HOWARD SIMON				<u>452.25</u>	<u>452.25</u>		
Vendor 0034 - HUVARD LAW FIRM							
300.504.001.010 00016030	HUVARD LAW FIRM TIF#2 - COLONIAL COURT, FEDERAL LIFE, SHO MDIAZ 504-000-50330	03/03/2024 MDIAZ LEGAL EXPENSE		1,312.50 1,312.50	1,312.50	Open	N 03/06/2024
300.001.038 00016031	HUVARD LAW FIRM LEGAL EXPENSE - GENERAL MATTERS 001-101-50330	03/03/2024 MDIAZ LEGAL EXPENSE		10,680.00 10,680.00	10,680.00	Open	N 03/06/2024
Total Vendor 0034 - HUVARD LAW FIRM				<u>11,992.50</u>	<u>11,992.50</u>		
Vendor 0074 - IL.ASSOC.OF CHIEFS OF POLICE							
15597 00016033	IL.ASSOC.OF CHIEFS OF POLICE ADDITIONAL ILEAP PLAQUE 001-110-90900	02/28/2024 MDIAZ ADDITIONAL ILEAP PLAQUE		126.11 126.11	126.11	Open	N 03/06/2024
Total Vendor 0074 - IL.ASSOC.OF CHIEFS OF POLICE				<u>126.11</u>	<u>126.11</u>		
Vendor 0078 - ILLINOIS MUNICIPAL LEAGUE							
01012024IML 00016029	ILLINOIS MUNICIPAL LEAGUE 2024 IML MEMBERSHIP DUES 001-101-50610	01/01/2024 MDIAZ 2024 IML MEMBERSHIP DUES		450.00 450.00	450.00	Open	N 03/05/2024
Total Vendor 0078 - ILLINOIS MUNICIPAL LEAGUE				<u>450.00</u>	<u>450.00</u>		
Vendor 0774 - ILLINOIS STATE POLICE							

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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 0774 - ILLINOIS STATE POLICE							
202402-COSTCTRO							
00016059	ILLINOIS STATE POLICE	02/29/2024		150.00	150.00	Open	N
	FINGERPRINTING - PREPAY	MDIAZ					03/12/2024
	001-110-50360	FINGERPRINTING - PREPAY		150.00			
Total Vendor 0774 - ILLINOIS STATE POLICE				150.00	150.00		
Vendor 0083 - INNER SECURITY SYSTEMS INC.							
R14235							
00016049	INNER SECURITY SYSTEMS INC.	03/02/2024		260.97	260.97	Open	N
	ALARM MONITORING & MAINTENANCE	MDIAZ					03/08/2024
	001-101-60511	ALARM MONITORING & MAINTENANCE		260.97			
Total Vendor 0083 - INNER SECURITY SYSTEMS INC.				260.97	260.97		
Vendor 0089 - JERI COTTON							
240301JERICOTTO							
00016019	JERI COTTON	03/01/2024		346.88	346.88	Open	N
	MEETING MINUTES 020124, 020624, 022024	MDIAZ					03/04/2024
	001-101-50360	MEETING MINUTES 020124, 020624, 022024		346.88			
Total Vendor 0089 - JERI COTTON				346.88	346.88		
Vendor 0096 - KIESLER'S POLICE SUPPLY INC							
IN232881							
00016037	KIESLER'S POLICE SUPPLY INC	02/20/2024		1,266.15	1,266.15	Open	N
	AMMO	MDIAZ					03/06/2024
	001-110-50070	POLICE OFFICERS EQUIP.		1,266.15			
Total Vendor 0096 - KIESLER'S POLICE SUPPLY INC				1,266.15	1,266.15		
Vendor 0102 - LAKE COUNTY DIVISION OF TRANSPORTAT							
430035165							
00016022	LAKE COUNTY DIVISION OF TRANSPORTAT	03/01/2024		409.24	409.24	open	N
	1ST QUARTER OF FY2024 ROUTINE TRAFFIC SI	MDIAZ					03/04/2024
	001-104-50720	STREET LIGHTING		409.24			
Total Vendor 0102 - LAKE COUNTY DIVISION OF TRANSPORTAT				409.24	409.24		

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 03/04/2024 - 03/15/2024

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 0727 - LINCOLNSHIRE-RIVERWOODS FIRE PROTEC							
11716 00016055	LINCOLNSHIRE-RIVERWOODS FIRE PROTEC FIRE ALARM MODIFICATIONS 001-102-50341	02/22/2024 MDIAZ FIRE DEPARTMENT EXPENSE		535.10 535.10	535.10	Open	N 03/12/2024
Total Vendor 0727 - LINCOLNSHIRE-RIVERWOODS FIRE PROTEC				535.10	535.10		
Vendor 0531 - MELISSA C.WACH							
240310WACH 00016053	MELISSA C.WACH FEBRUARY 2024 PROSECUTION LEGAL FEES 001-101-50330	03/10/2024 MDIAZ LEGAL EXPENSE		6,300.00 6,300.00	6,300.00	Open	N 03/12/2024
Total Vendor 0531 - MELISSA C.WACH				6,300.00	6,300.00		
Vendor 0125 - MICHAEL P.MURRIN							
240229MURRIN 00016023	MICHAEL P.MURRIN PLUMBING INSPECTIONS FOR FEBRUARY 2024 001-102-50380	02/29/2024 MDIAZ PLUMBING INSPECTIONS FOR FEBRUARY 2024		420.00 420.00	420.00	Open	N 03/04/2024
Total Vendor 0125 - MICHAEL P.MURRIN				420.00	420.00		
Vendor 0126 - MIDWEST METER INC							
0164774-IN 00016020	MIDWEST METER INC ANNUAL MIDWEST METER TECHNICAL SUPPORT, 501-000-80210	03/01/2024 MDIAZ ANNUAL MIDWEST METER TECHNICAL SUPPORT		2,700.00 2,700.00	2,700.00	Open	N 03/04/2024
Total Vendor 0126 - MIDWEST METER INC				2,700.00	2,700.00		
Vendor 0650 - MOTOROLA SOLUTIONS-STARCOM121							
8281835455 00016068	MOTOROLA SOLUTIONS-STARCOM121 POLICE OFFICERS EQUIP. 001-110-50070	03/05/2024 MDIAZ POLICE OFFICERS EQUIP.		859.02 859.02	859.02	Open	N 03/14/2024
Total Vendor 0650 - MOTOROLA SOLUTIONS-STARCOM121				859.02	859.02		

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 03/04/2024 - 03/15/2024

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 0131 - NAPA AUTO PARTS							
6871-237083 00016052	NAPA AUTO PARTS	03/08/2024		38.28	38.28	Open	N
	AUTO PARTS - DEXCOOL RTU 1 GAL, PRE-DILU MDIAZ			38.28			03/12/2024
	001-110-50010	AUTO - REPAIRS & MAINTENANCE					
Total Vendor 0131 - NAPA AUTO PARTS				38.28	38.28		
Vendor 0154 - PERSPECTIVES, LTD.							
PER-IN-100952 00016016	PERSPECTIVES, LTD.	03/01/2024		1,188.00	1,188.00	Open	N
	ANNUAL MEMBERSHIP, 03/01/2024 - 02/28/20 MDIAZ			1,188.00			03/04/2024
	001-101-50610	ANNUAL MEMBERSHIP, 03/01/24 - 02/28/25					
Total Vendor 0154 - PERSPECTIVES, LTD.				1,188.00	1,188.00		
Vendor 0781 - PINESTONE LAWN & SNOW							
VR845-PB012724 00016050	PINESTONE LAWN & SNOW	03/08/2024		900.00	900.00	Open	N
	REMOVAL OF FALLEN TREE - 2525 HOFFMAN LN MDIAZ			900.00			03/08/2024
	001-102-50351	TREE REMOVAL HEALTH & SAFETY					
Total Vendor 0781 - PINESTONE LAWN & SNOW				900.00	900.00		
Vendor MISC - RACHEL PLEIN							
240313RACHELPLE 00016060	RACHEL PLEIN	03/13/2024		871.00	871.00	Open	N
	COST SHARE REIMBURESEMENT - NATIVE SEEDI MDIAZ			871.00			03/13/2024
	001-106-50860	NATIVE SEEDING & PLANTING					
Total Vendor MISC - RACHEL PLEIN				871.00	871.00		
Vendor 0165 - RAY O'HERRON CO., INC.							
2327825 00016036	RAY O'HERRON CO., INC.	02/29/2024		125.97	125.97	open	N
	POLICE OFFICERS EQUIP. MDIAZ			125.97			03/06/2024
	001-110-50070	POLICE OFFICERS EQUIP.					

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 03/04/2024 - 03/15/2024

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 0165 - RAY O'HERRON CO., INC.							
2329643 00016056	RAY O'HERRON CO., INC. POLICE OFFICERS EQUIP. 001-110-50070	03/08/2024 MDIAZ		10.00	10.00	Open	N 03/12/2024
		POLICE OFFICERS EQUIP.		10.00			
2330267 00016066	RAY O'HERRON CO., INC. POLICE OFFICERS EQUIP. 001-110-50070	03/12/2024 MDIAZ		337.00	337.00	Open	N 03/14/2024
		POLICE OFFICERS EQUIP.		337.00			
2330651 00016067	RAY O'HERRON CO., INC. POLICE OFFICERS EQUIP. 001-110-50070	03/13/2024 MDIAZ		15.00	15.00	Open	N 03/14/2024
		POLICE OFFICERS EQUIP.		15.00			
Total Vendor 0165 - RAY O'HERRON CO., INC.				487.97	487.97		
Vendor 0195 - THOMPSON ELEVATOR INSPECTION							
24-0504 00016045	THOMPSON ELEVATOR INSPECTION ELEVATOR INSPECTIONS 001-102-50340	03/07/2024 MDIAZ		129.00	129.00	Open	N 03/07/2024
		ELEVATOR INSPECTIONS		129.00			
Total Vendor 0195 - THOMPSON ELEVATOR INSPECTION				129.00	129.00		
Vendor 0196 - THOMSON REUTERS - WEST							
849826010 00016038	THOMSON REUTERS - WEST SOFTWARE SUBSCRIPTION 001-110-60543	03/01/2024 MDIAZ		305.92	305.92	Open	N 03/06/2024
		SOFTWARE SUBSCRIPTION		305.92			
Total Vendor 0196 - THOMSON REUTERS - WEST				305.92	305.92		
Vendor 0717 - VALLECILLOS, JOSE							
24130JOSEVALLEC 00016027	VALLECILLOS, JOSE SSA 19 SNOW REMOVAL - 12/13,26/2023 & 01 119-000-50180	01/30/2024 MDIAZ		2,725.00	2,725.00	Open	N 03/04/2024
		SNOW REMOVAL		2,725.00			
Total Vendor 0717 - VALLECILLOS, JOSE				2,725.00	2,725.00		

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 03/04/2024 - 03/15/2024

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 0717 - VALLECILLOS, JOSE							
Vendor 0207 - VILLAGE OF DEERFIELD							
564024							
00016046	VILLAGE OF DEERFIELD WATER USAGE 501-000-50750	03/08/2024 MDIAZ WATER USAGE		18.10 18.10	18.10	Open	N 03/08/2024
Total Vendor 0207 - VILLAGE OF DEERFIELD				18.10	18.10		
Vendor 0209 - VILLAGE OF NORTHBROOK							
240304NBK							
00016021	VILLAGE OF NORTHBROOK WATER PURCHASE 501-000-50770	03/04/2024 MDIAZ WATER PURCHASE		45,516.64 45,516.64	45,516.64	Open	N 03/04/2024
Total Vendor 0209 - VILLAGE OF NORTHBROOK				45,516.64	45,516.64		
Vendor 0800 - VILLAGE OF RIVERWOODS							
240307, 04-123							
00016042	VILLAGE OF RIVERWOODS WATER & SEWER, 02/03/2024 - 03/06/2024 001-110-50710	03/07/2024 MDIAZ WATER & SEWER, 02/03/2024 - 03/06/2024		51.42 51.42	51.42	Open	N 03/07/2024
240307, 04-420							
00016043	VILLAGE OF RIVERWOODS WATER & SEWER, 02/03/2024 - 03/06/2024 001-101-50710	03/07/2024 MDIAZ WATER, 02/03/2024 - 03/06/2024		31.15 31.15	31.15	Open	N 03/07/2024
Total Vendor 0800 - VILLAGE OF RIVERWOODS				82.57	82.57		
Vendor 0795 - WAYNE ENDRE CONTRACTING, INC.							
240301WAYNEENDR							
00016051	WAYNE ENDRE CONTRACTING, INC. SNOW REMOVAL 02-24-2024 104-000-50180	03/01/2024 MDIAZ SNOW REMOVAL		800.00 800.00	800.00	Open	N 03/12/2024
Total Vendor 0795 - WAYNE ENDRE CONTRACTING, INC.				800.00	800.00		
Vendor 0729 - WEX BANK							

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 03/04/2024 - 03/15/2024

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 0729 - WEX BANK							
95642186 00016041	WEX BANK MONTHLY FUEL 001-110-60550	03/06/2024 MDIAZ MONTHLY FUEL		1,378.64	1,378.64	Open	N 03/07/2024
Total Vendor 0729 - WEX BANK				<u>1,378.64</u>	<u>1,378.64</u>		
Vendor 0761 - WRB LLC							
2024-05 00016026	WRB LLC CONSULTANT 001-101-50360	03/01/2024 MDIAZ CONSULTANT		20,270.00	20,270.00	Open	N 03/04/2024
Total Vendor 0761 - WRB LLC				<u>20,270.00</u>	<u>20,270.00</u>		

# of Invoices:	54	# Due: 54	Totals:	130,801.42	130,801.42
# of Credit Memos:	1	# Due: 1	Totals:	(59.94)	(59.94)
Net of Invoices and Credit Memos:				130,741.48	130,741.48

--- TOTALS BY FUND ---

001 GENERAL	71,002.06	71,002.06
104 MFT	800.00	800.00
119 HIAWATHA WOODS	2,725.00	2,725.00
501 CONSOLIDATED WATER FUND	48,289.46	48,289.46
502 SEWER FUND	291.46	291.46
504 TIF # 2 - FEDERAL LIFE	1,312.50	1,312.50
505 CAPITAL PROJECT FUND	6,321.00	6,321.00

--- TOTALS BY DEPT/ACTIVITY ---

000	59,739.42	59,739.42
101 ADMINISTRATION	47,394.29	47,394.29
102 BUILDING DEPARTMENT	14,325.18	14,325.18
104 ROAD & BRIDGE & STORM WATER	602.16	602.16
106 WOODLAND MANAGEMENT	871.00	871.00
110 POLICE	7,809.43	7,809.43

Village Operations – 2024 Budget Summary

- The Village manages to the approved budget amounts, but spending authority is from the appropriations ordinance being presented at the March 20th meeting.
- Finance Workshop was held on December 5th, to provide discussion and guidance on creating the final budget and appropriations
- The detailed budget draft was distributed on February 23rd for review and comments. A summary of questions and answers is provided later in this document.
- Summary of changes made after budget draft distribution
 - Admin: Website Maintenance – Reduced from \$7,000 to \$5,000 with additional insight from a Trustee comment
 - Admin: Internet Expense/Cable – Added \$7,000. This line item was unbudgeted in 2023, but has regular expenses
 - Admin: IT Consultant – Added \$13,000. This line item was unbudgeted in 2023 but has regular expenses
 - Building: Admin Hearings Judge – Increased from \$1,000 to \$8,500 now that we have regularly scheduled administrative hearings.

Surplus/Deficit			
	2023 Budget	2023 Actual	2024 Budget
General Fund			
Administration	\$ 1,309,436	\$ 1,166,583	\$ 1,477,554 *
Building	\$ (181,723)	\$ 99,079	\$ (283,159)
R&B (PW)	\$ (61,000)	\$ (47,381)	\$ (53,000)
Woodland	\$ (68,150)	\$ (58,552)	\$ (65,550)
Police	\$ (823,903)	\$ (964,614)	\$ (940,727)
Drainage	\$ (2,500)	\$ -	\$ (10,000)
Total	\$ 172,160	\$ 195,115	\$ 125,118
MFT Fund			
	\$ 63,901	\$ 98,646	\$ (25,300)
Water Fund			
	\$ (967,980)	\$ (438,498)	\$ (1,768,753)
Sewer Fund			
	\$ (54,015)	\$ 219,084	\$ (382,372)
* Excludes \$300,000 contingency			

Police Report



Riverwoods Police Incident Analysis Report

Summary by Incident Type

3/20/2024

Activity Through March 13th of Each Year

Incident Type	2024 YTD	This Time 2023 YTD
46 (7503)	22	13
50 PD (7572)	21	10
50 PI (7571)	7	3
50 Priv Prop (7573)	-	2
911 Hang up (7911)	4	1
Ambulance (7021)	81	36
Animal Problem (7245)	15	4
AOA (7001)	31	23
Armed Robbery (0310)	-	-
Assault (0500)	-	-
Attempt Suicide (7221)	-	-
Battery - Simple (0460)	-	1
Battery (0400)	-	1
Burg - From Motor Veh (0760)	-	-
Burglar Alarm (7082)	53	26
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)	2	1
Crim Sexual Assault (1563)	-	-
Crim Trespass to Land (1330)	1	-
Crim Trespass to Veh (1360)	-	-
Death Investigation (7231)	-	-
Deceptive Practice (1110)	2	-
Domestic Battery (0486)	-	-
Domestic Trouble (7130)	2	3
DUI (2410)	4	8
Fingerprinting (7039)	3	-
Fire Alarm (0733)	10	8
Fire Call (7024)	16	7
Fireworks Complaints (3001)	-	-
Forgery (1120)	-	-
Found Animal (7246)	2	-
Found Prop. (7156)	1	1
Harassment by Telephone (2825)	-	-
Hold Up Alarm (7083)	3	2
Identity Theft (7198)	6	-
Lock out - Vehicle (7051)	5	1
Lost / Mislaid Prop (7144)	2	1
Missing Person (7178)	-	-
Noise Comp (7078)	1	1
Notification (7049)	3	3
Other Comp (7079)	11	6
Other Investigation (7199)	6	1

Incident Type	2024 YTD	This Time 2023 YTD
Other Trouble (7139)	1	-
Parking Complaint (7522)	1	-
Premise Exam (7041)	370	211
Public Service (7040)	13	5
Roadway Debris (7250)	7	5
Solicitor (7063)	-	-
Suicide (7211)	-	-
Suspicious Auto (7123)	10	12
Suspicious Person (7123)	6	2
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)	9	4
Turned in Weapon/Ammo (7160)	-	-
Village Ord. Violation (7500)	4	1
Well Being Check (7045)	16	4
Total:	754	409
Crime Prevention Notices	131	126
Case Reports	40	36
Traffic Stops	462	337
Number of Citations issued	154	137
Number of Persons Issued Citations	120	85

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

New Business

ORDINANCE NO. 24-03-01

**VILLAGE OF RIVERWOODS ANNUAL APPROPRIATIONS ORDINANCE
FOR THE FISCAL YEAR FROM JANUARY 1, 2024 TO DECEMBER 31, 2024**

WHEREAS, a public hearing was held by the President and Board of Trustees of the Village of Riverwoods prior to the passage of this Appropriations Ordinance, on March 20, 2024; and

WHEREAS, notice of such public hearing was published at least ten (10) days prior to such hearing, the date being March 1, 2024, all in conformity with Section 8-2-9 of the Illinois Municipal Code.

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

SECTION 1. APPROPRIATIONS FOR GENERAL FUND. The following sums of money, or so much thereof as may be authorized by law, are hereby appropriated for the general purposes of the Village of Riverwoods, for the purposes herein specified and for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

		Amount Budgeted	Amount Appropriated	Subtotal	Fund Total
<u>001 GENERAL FUND - Departments</u>					
Administration					
001-101-40001	Salary -Elected Officials	40,000	44,000		
001-101-40010	Salary - Staff	345,003	379,503		
	SubTotal Salaries & Wages:	385,003	423,503		
001-101-40002	FICA Exp - Elected Officials	3,060	3,366		
001-101-40040	FICA - Staff	26,393	29,032		
001-101-40060	IMRF - Staff	30,195	33,215		
001-101-40100	Insurance - Health	30,403	33,443		
	SubTotal Benefits:	90,051	99,056		
001-101-40110	Property,Liability & Excess Ins.	35,250	38,775		
001-101-40111	Cyber Security Liability	3,100	3,410		
001-101-40120	Unemployment - Insurance	3,500	3,850		
001-101-40130	Workers Comp - Insurance	1,000	1,100		
001-101-50010	Auto - Repairs & Maintenance	0	0		
001-101-50110	Building - Cleaning	15,000	16,500		
001-101-50114	Building - HVAC Maintenance	18,000	19,800		
001-101-50115	Building - Repairs	15,000	16,500		
001-101-50116	Building - Pest Control	1,500	1,650		
001-101-50120	Building - Equipment	11,000	12,100		
001-101-50130	Grounds - Village Property	60,000	66,000		
001-101-50142	Woodland Preserve - Grounds	2,000	2,200		
001-101-50210	Signs	6,000	6,600		
001-101-50300	Audit Expense	25,000	27,500		
001-101-50310	Accounting Expense	0	0		

001-101-50319	Credit Card Charges & Fees	1,500	1,650
001-101-50320	Engineer Expense	150,000	165,000
001-101-50328	Admin Hearing - Prosecutor	7,000	7,700
001-101-50329	Admin Hearing - Judge	1,000	1,100
001-101-50330	Legal Expense	160,000	176,000
001-101-50350	Ecologist / Forester Expense	30,000	33,000
001-101-50360	Other Prof.Services	150,000	165,000
001-101-50365	IT Consultant	13,000	14,300
001-101-50370	Payroll Services	7,000	7,700
001-101-50510	Postage Expense	6,500	7,150
001-101-50520	Telephone Expense	10,000	11,000
001-101-50540	Printing Expense	500	550
001-101-50551	BOT & Village Meeting Expense	5,000	5,500
001-101-50570	Advertising Expense - Legal	2,000	2,200
001-101-50580	Village Voice Expense	0	0
001-101-50600	Senior Transportation	250	275
001-101-50601	Senior Gas Tax Rebate	300	330
001-101-50610	Membership/Subscription	20,000	22,000
001-101-50620	Travel & Meeting Expense	7,500	8,250
001-101-50630	Training Expense	5,000	5,500
001-101-50640	Ord.Books & Maps	6,000	6,600
001-101-50710	Utilities	8,500	9,350
001-101-60542	Hardware - Maintenance	6,000	6,600
001-101-60543	Software - Maintenance	6,000	6,600
001-101-60545	Internet Expense/Cable	7,000	7,700
001-101-60549	Website - Maintenance	5,000	5,500
001-101-60650	Village Membership - NSSRA	50,000	55,000
001-101-60652	Village Membership - SWALCO	2,000	2,200
	SubTotal Contractual:	863,400	949,740
001-101-60510	OfficeSupplies	9,500	10,450
001-101-60511	Office Equipment - Maintenance	5,500	6,050
001-101-60512	Office Equipment - Lease	4,000	4,400
001-101-60540	Hardware	20,000	22,000
001-101-60541	Software	55,000	60,500
	SubTotal Commodities:	94,000	103,400
001-101-60700	Village Events	7,500	8,250
001-101-90160	Donations	10,000	11,000
001-101-90900	Misc.Expense	4,000	4,400
	SubTotal Miscellaneous:	21,500	23,650
001-101-90520	Contingency	300,000	2,000,000
001-101-90800	Transfers Out to Capital Fund	2,000,000	2,000,000
	SubTotal Other Financing Uses:	2,300,000	4,000,000
	Total Admin Expenditures:	3,753,954	5,599,349
Building			
001-102-40010	Salary - Staff	223,440	245,784
	SubTotal Salaries & Wages:	223,440	245,784

001-102-40040	FICA - Staff	17,093	18,802
001-102-40060	IMRF - Staff	22,121	24,333
001-102-40100	Insurance - Health	41,105	45,216
	SubTotal Benefits:	<u>80,319</u>	<u>88,351</u>
001-102-50010	Auto - Repairs & Maintenance	500	550
001-102-50320	Engineer Expense	0	0
001-102-50328	Admin Hearings - Prosecutor	1,000	1,100
001-102-50329	Admin Hearings - Judge	8,500	9,350
001-102-50330	Legal Expense	3,500	3,850
001-102-50340	Elevator Inspections	3,000	3,300
001-102-50341	Fire Department Expense	5,500	6,050
001-102-50345	Building Inspections	35,000	38,500
001-102-50350	Ecologist/Forester Expense	45,000	49,500
001-102-50351	Tree Removal Health & Safety	50,000	55,000
001-102-50360	Other Prof.Services	10,000	11,000
001-102-50350	Outside Consulting	50,000	55,000
001-102-50380	Plumbing Inspection Fees	4,300	4,730
001-102-50540	Printing Expense	0	0
001-102-50610	Membership/Subscription	2,000	2,200
001-102-50620	Travel & Meeting Expense	0	0
001-102-50630	Training Expense	1,250	1,375
	SubTotal Contractual:	<u>219,550</u>	<u>241,505</u>
001-102-60550	Gasoline For Village Car	600	660
	SubTotal Commodities:	<u>600</u>	<u>660</u>
001-102-90900	Misc.Expense	10,000	11,000
	SubTotal Miscellaneous:	<u>10,000</u>	<u>11,000</u>
	Total Bldg. Dept Expenditures:	533,909	587,300
Road and Bridge			
001-104-40010	Salary - Staff	0	0
	SubTotal Salaries & Wages:	<u>0</u>	<u>0</u>
001-104-40040	FICA - Staff	0	0
001-104-40060	IMRF - Staff	0	0
001-104-40100	Insurance - Health	0	0
	SubTotal Benefits:	<u>0</u>	<u>0</u>
001-104-50140	Maintenance - Streets	37,500	41,250
001-104-50160	Maintenance - Culverts	0	0
001-104-50170	Maintenance - Bike Path	0	0
001-104-501	Landscape Services	20,000	22,000
001-104-50130	Grounds - Village	5,000	5,500
001-104-50180	Snow Removal	0	0
001-104-50210	Signs	0	0
001-104-50320	Engineer Expense	1,500	1,650

001-104-50351	Tree Removal Health & Safety	0	0
001-104-50360	Other Prof.Services	0	0
001-104-50433	Pollution Control/ NPDES	7,000	7,700
001-104-50720	Street Lighting	5,000	5,500
SubTotal Contractual:		<u>76,000</u>	<u>83,600</u>
001-104-90900	Misc.Expense	1,000	1,100
SubTotal Miscellaneous:		<u>1,000</u>	<u>1,100</u>
Total Road/Bridge Expenditures:		77,000	84,700
Drainage			
001-105-50160	Maintenance - Culverts	10,000	11,000
001-105-50320	Engineer Expense	0	0
001-105-50330	Legal Expense	0	0
001-105-60659	Membership & Subscriptions -	0	0
SubTotal Contractual:		<u>10,000</u>	<u>11,000</u>
001-105-90900	Misc.Expense	0	0
SubTotal Miscellaneous:		<u>0</u>	<u>0</u>
Total Drainage Expenditures:		10,000	11,000
Woodland			
001-106-50800	Prescribed Burn	3,500	3,850
001-106-50810	Ecologist/Forester Consult	7,000	7,700
001-106-50820	Canopy Thinning	9,000	9,900
001-106-50830	Invasive Removal	22,000	24,200
001-106-50850	Canopy Trees Planting	9,500	10,450
001-106-50860	Native Seeding & Planting	18,000	19,800
001-106-50870	Rain Garden	5,000	5,500
SubTotal Contractual:		<u>74,000</u>	<u>81,400</u>
001-106-50880	Plant Sale Donation	0	0
001-106-90900	Misc.Expense	0	0
SubTotal Miscellaneous:		<u>0</u>	<u>0</u>
Total Woodland Expenditures:		74,000	81,400
Police			
001-110-40010	Salary - Staff	1,310,000	1,441,000
SubTotal Salaries & Wages:		<u>1,310,000</u>	<u>1,441,000</u>
001-110-40040	FICA - Staff	100,215	110,237
001-110-40060	IMRF - Staff	112,194	123,413
001-110-40100	Insurance - Health	253,295	278,625
SubTotal Benefits:		<u>465,704</u>	<u>512,274</u>
001-110-40110	Property,Liabilty & Excess Ins.	54,381	59,819
001-110-40115	Property - Insurance	3,330	3,663

001-110-40121	Portable Equipment - Insurance	398	438
001-110-40125	Automobile - Insurance	5,996	6,596
001-110-40130	Workers Comp - Insurance	46,454	51,099
001-110-50010	Auto - Repairs & Maintenance	20,000	22,000
001-110-50020	Radio Maintenance	0	0
001-110-50070	Police Officers Equip.	42,000	46,200
001-110-50080	Alcohol & Tobacco Compliance	150	165
001-110-50090	Employee Hiring Exp.	3,000	3,300
001-110-50110	Building - Cleaning	11,000	12,100
001-110-50111	Building - Repairs	14,000	15,400
001-110-50116	Building - Pest Control	700	770
001-110-50117	Fire Monitoring Expense	1,000	1,100
001-110-50120	Building - Equipment	3,000	3,300
001-110-50220	Dispatch Services	166,575	183,233
001-110-50230	Animal Control	1,000	1,100
001-110-50290	Drug Seizure Expense	0	0
001-110-50328	Admin. Hearing Prosecutor	0	0
001-110-50329	Admin. Hearing Judge	0	0
001-110-50330	Legal Expense	67,152	73,867
001-110-50360	Other Prof.Services	11,000	12,100
001-110-50400	Crime Lab Services	8,200	9,020
001-110-50510	Postage Expense	1,000	1,100
001-110-50520	Telephone Expense	10,000	11,000
001-110-50610	Membership/Subscription	15,000	16,500
001-110-50620	Travel & Meeting Expense	700	770
001-110-50630	Training Expense	14,200	15,620
001-110-50710	Utilities	1,250	1,375
001-110-60510	Office Expense	7,500	8,250
001-110-60511	Office Equip. - Maint. & Repairs	3,500	3,850
001-110-60542	Hardware - Maintenance	5,500	6,050
001-110-60543	Software - Maintenance	12,500	13,750
001-110-60545	Internet Expense/Cable/Email	5,500	6,050
SubTotal Contractual:		535,986	589,585
001-110-60540	Hardware	13,000	14,300
001-110-60541	Software	2,500	2,750
001-110-60550	Gasoline	38,000	41,800
SubTotal Commodities:		53,500	58,850
001-110-80210	Capital Outlay	0	0
SubTotal Capital Outlays:		0	0
001-110-90900	Misc.Expense	2,000	2,200
SubTotal Miscellaneous:		2,000	2,200
Total Police Expenditures:		2,367,190	2,603,909
Total General Fund - Appropriations all departments		6,816,053	12,967,658

SECTION 2. APPROPRIATIONS FOR MOTOR FUEL TAX FUND. The following sums of money, or as much thereof as may be authorized by law, are hereby appropriated for the Village of Riverwoods Motor Fuel Tax Fund, for the purposes herein specified and for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

104 MOTOR FUEL TAX FUND

104-000-50180	Snow Removal	140,000	154,000
104-000-50320	Engineer Expense	50,000	55,000
SubTotal Contractual:		190,000	209,000
Total Motor Fuel Tax Appropriations		190,000	209,000

SECTION 3. APPROPRIATIONS FOR CONSOLIDATED WATER FUND. The following sums of money, or as much thereof as may be authorized by law, are hereby appropriated for the Village of Riverwoods Consolidated Water Fund, for the purposes herein specified and for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

501 CONSOLIDATED WATER FUND

501-0000-40010	Salary - Staff	34,282	37,710
SubTotal Salaries & Wages:		34,282	37,710
501-000-40120	Health Insurance	3,800	4,180
501-000-40040	FICA - Staff	2,623	2,885
501-000-40060	IMRF - Staff	2,768	3,045
SubTotal Benefits:		9,191	10,110
501-000-50122	Publ Wks Exp - Swanson Water Treatment	15,000	16,500
501-000-xxxxx	Water Main Repairs	13,000	14,300
501-000-50123	Public Works - GIS Technology	10,000	11,000
501-000-50130	Grounds - Village	0	0
501-000-50190	Maintenance & Supplies	0	0
501-000-50319	Credit Card Fees	0	0
501-000-50320	Engineer Expense	235,000	258,500
501-000-50350	Forester Expense	0	0
501-000-50360	Professional Services	60,000	66,000
501-000-50430	Water Test - IEPA	0	0
501-000-50431	Water Test - City Of Waukegan	0	0
501-000-50432	Water Test - Suburban Lab	0	0
501-000-50510	Postage Expense	1,375	1,513
501-000-50520	Telephone Expense	0	0
501-000-50540	Printing Expense	0	0
501-000-50570	Advertising Expense - Legal	0	0
501-000-50710	Utility Expense	20,000	22,000
501-000-50750	Water Purchase - Deerfield	4,000	4,400
501-000-50760	Water Purchase - Lincolnshire	100	110
501-000-50770	Water Purchase - Northbrook	876,533	964,186
SubTotal Contractual:		1,235,008	1,358,509
501-000-51000	Meter Expense	12,000	13,200

501-000-60543	Software - Maintenance	2,000	2,200
SubTotal Commodities:		<u>14,000</u>	<u>15,400</u>
501-000-90900	Miscellaneous Expense	0	0
501-000-99999	Water Fund Expenses	0	0
SubTotal Miscellaneous:		<u>0</u>	<u>0</u>
501-000-80200	Building and Land Improvements	0	0
501-000-80201	Water Mains	1,717,000	1,888,700
501-000-80202	Water Distribution	0	0
501-000-80205	Equipment	0	0
501-000-80210	Other Capital Outlay	0	0
SubTotal Capital Outlay:		<u>1,717,000</u>	<u>1,888,700</u>
Total Consolidated Fund Water Expenditures:		3,009,481	3,310,429

SECTION 4. APPROPRIATIONS FOR SEWER FUND. The following sums of money, or as much thereof as may be authorized by law, are hereby appropriated for the Village of Riverwoods Sewer Fund, for the purposes herein specified and for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

502 SEWER FUND

502-000-40010	Salary - Staff	34,282	37,710
SubTotal Salaries & Wages:		<u>34,282</u>	<u>37,710</u>
502-000-40130	Health Insurance	3,800	4,180
502-000-40040	FICA - Staff	2,623	2,885
502-000-40060	IMRF - Staff	2,768	3,045
SubTotal Benefits:		<u>9,191</u>	<u>10,110</u>
502-000-50100	Grinder Pump Maintenance	185,000	203,500
502-000-50150	Maintenance - Utility System	150,000	165,000
502-000-50190	Maintenance - Supplies	0	0
501-000-50319	Credit Card Fees	0	0
502-000-50320	Engineer Expense	15,000	16,500
502-000-50330	Legal Expense	0	0
502-000-50360	Professional Services	30,000	33,000
502-000-50420	Sewer Connection Charge	0	0
502-000-50421	Annual San Sewer Trans Fee	0	0
502-000-50510	Postage Expense	1,500	1,650
502-000-50520	Telephone Expense	400	440
502-000-50540	Printing	0	0
502-000-90900	Misc.Expense	1,000	1,100
502-000-50710	Utilities	15,000	16,500
SubTotal Contractual:		<u>397,900</u>	<u>437,690</u>
502-000-80210	Other Capital Outlay	405,000	445,500
502-000-80230	Sewer System Distribution	0	0
502-000-80205	Equipment	0	0

502-000-99999	Sewer Fund Expenses	0	0
	SubTotal Capital Outlay:	405,000	445,500
	Total Sewer Fund Expenditures:	846,373	931,010

SECTION 5. APPROPRIATIONS FOR MILWAUKEE/DEERFIELD TIF ALLOCATION FUND. The following sums of money, or as much thereof as may be authorized by law, are hereby appropriated for the Village of Riverwoods Milwaukee/Deerfield TIF Allocation Fund, for the purposes herein specified and for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

503 MILWAUKEE/DEERFIELD TIF ALLOCATION FUND

503-000-50320	Engineer Expense	50,000	55,000
503-000-50330	Legal Expense	75,000	82,500
503-000-50350	Forester Expense	0	0
503-000-50360	Professional Services	50,000	55,000
503-000-90900	Misc.Expense	0	0
	SubTotal Contractual:	175,000	192,500
503-000-80100	Other Capital Outlay	0	0
503-000-80200	Land Improvements	0	0
	SubTotal Capital Outlay:	0	0
503-000-90800	Transfer Out to Deerfield Rd TIF	150,000	150,000
	SubTotal Transfers Out:	150,000	150,000
	Total Department Expenditures:	325,000	342,500

SECTION 6. APPROPRIATIONS FOR DEERFIELD ROAD TIF ALLOCATION FUND. The following sums of money, or as much thereof as may be authorized by law, are hereby appropriated for the Village of Riverwoods Deerfield Road TIF Allocation Fund, for the purposes herein specified and for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

504 DEERFIELD TIF ALLOCATION FUND

504-000-50320	Engineer Expense	50,000	55,000
504-000-50330	Legal Expense	100,000	110,000
504-000-50360	Professional Services	50,000	55,000
504-000-90900	Misc.Expense	0	0
	SubTotal Contractual:	200,000	220,000
504-000-80100	Other Capital Outlay	0	2,000,000
504-000-80200	Land Improvements	0	0
	SubTotal Capital Outlay:	0	2,000,000
	Total Department Expenditures:	200,000	2,220,000

SECTION 7. APPROPRIATIONS FOR CAPITAL PROJECTS FUND. The following sums of money, or as much thereof as may be authorized by law, are hereby appropriated for the Village of Riverwoods Capital Projects Fund, for the purposes herein specified and for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

505 CAPITAL PROJECTS FUND

505-000-50320	Engineer Expense	0	0
505-000-50321	Architect Expense	0	0
505-000-50330	Legal Expense	0	0
505-000-50350	Forester Expense	0	0
505-000-50360	Professional Seviles	0	0
505-000-50361	Contractor Expense	0	0
505-000-50553	Meeting/Consultants	0	0
505-000-50590	Recorder Fee	0	0
505-000-50710	Utilities	0	0
	SubTotal Contractual:	<u>0</u>	<u>0</u>
505-000-801xx	Other Improvements	0	0
505-000-80150	Water Tower Maintenance	0	0
505-000-80201	New Building Construction	0	0
505-000-90900	Misc.Expense	0	0
	SubTotal Capital Outlay:	<u>0</u>	<u>0</u>
505-000-90520	Contingency	1,062,804	1,169,084
	SubTotal Miscellaneous:	<u>1,062,804</u>	<u>1,169,084</u>
	Total Department Expenditures:	1,062,804	1,169,084

SECTION 8. APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER 5. The following sums of money, or as much thereof as may be authorized by law, are hereby appropriated for the Village of Riverwoods Special Service Area Number 5, for the purposes herein specified and for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

		Amount Budgeted	Amount Appropriated	Subtotal	Fund Total
<u>106 - MAINTENANCE FUND (SSA 5 DUFFY)</u>					
	Expense				
106-000-50120	Maintenance - Equipment				
106-000-50140	Maintenance - Streets	1,000	1,100		
106-000-50160	Maintenance - Culverts				
106-000-50180	Snow Removal				
106-000-50190	Maintenance - Supplies	200	220		
106-000-50320	Engineer's Services				
106-000-50330	Legal Expense	1,000	1,100		
106-000-50360	Other Prof.Services				
106-000-90800	Transfers - Out				
106-000-90900	Misc.Expense	1,000	1,100		
TOTAL SSA 5 MAINTENANCE FUND APPROPRIATIONS					3,520

SECTION 9. APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER 7. The following sums of money, or as much thereof as may be authorized by law, are hereby appropriated for the Village of Riverwoods Special Service Area Number 7, for the purposes herein specified and for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

		Amount Budgeted	Amount Appropriated	Subtotal	Fund Total
<u>107 - MAINTENANCE FUND (SSA 7 RUSSELL'S STORMWATER)</u>					
	Expense				
107-000-50120	Maintenance - Equipment				
107-000-50130	Maintenance - Grounds	1,000	1,100		
107-000-50160	Maintenance - Culverts	1,000	1,100		
107-000-50180	Snow Removal		0		
107-000-50320	Maintenance - Supplies		0		
107-000-50320	Engineer's Services		0		
107-000-50330	Legal Expense	1,000	1,100		
107-000-50360	Other Prof.Services		0		
107-000-80200	Transfers - Out		0		
107-000-90900	Misc.Expense	1,000	1,100		
TOTAL SSA 7 MAINTENANCE FUND APPROPRIATIONS					4,400

SECTION 10. APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER 19. The following sums of money, or as much thereof as may be authorized by law, are hereby appropriated for the Village of Riverwoods Special Service Area Number 19, for the purposes herein specified and for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

		Amount Budgeted	Amount Appropriated	Subtotal	Fund Total
<u>119 - MAINTENANCE FUND (SSA 19 HIAWATHA WOODS)</u>					
	Expense				
119-000-50120	Maintenance - Equipment	0	0		
119-000-50130	Maintenance - Streets	20,000	22,000		
119-000-50160	Maintenance - Culverts	0	0		
119-000-50180	Snow Removal	20,000	22,000		
119-000-50195	Village SSA Fees	370	407		
119-000-50320	Maintenance - Supplies	0	0		
119-000-50320	Engineer's Services	5,000	5,500		
119-000-50330	Legal Expense	1,000	1,100		
119-000-50360	Other Prof.Services	0	0		
119-000-80200	Transfers - Out	0	0		
119-000-90900	Misc.Expense	630	693		
TOTAL SSA 19 MAINTENANCE FUND APPROPRIATIONS					51,700

SECTION 11. APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER 21. The following sums of money, or as much thereof as may be authorized by law, are hereby appropriated for the Village of Riverwoods Special Service Area Number 21, for the purposes herein specified and for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

		Amount Budgeted	Amount Appropriated	Subtotal	Fund Total
<u>121 - MAINTENANCE FUND (SSA 21 MEADOWLAKE)</u>					
	Expense				
121-000-50120	Maintenance - Equipment				
121-000-50130	Maintenance - Streets	1,000	1,100		
121-000-50160	Maintenance - Culverts				
121-000-50180	Snow Removal				
121-000-50190	Maintenance - Supplies				
121-000-50320	Engineer's Services				
121-000-50330	Legal Expense	1,000	1,100		
121-000-53360	Other Prof.Services				
121-000-80200	Transfers - Out				
121-000-90900	Misc.Expense	1,000	1,100		
TOTAL SSA 21 MAINTENANCE FUND APPROPRIATIONS					3,300

SECTION 12. APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER 22. The following sums of money, or as much thereof as may be authorized by law, are hereby appropriated for the Village of Riverwoods Special Service Area Number 22, for the purposes herein specified and for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

		Amount Budgeted	Amount Appropriated	Subtotal	Fund Total
<u>122 - MAINTENANCE FUND (SSA 22 TIMBERS)</u>					
	Expense				
122-000-50120	Maintenance - Equipment				
122-000-50130	Maintenance - Streets	25,000	27,500		
122-000-50160	Maintenance - Culverts		0		
122-000-50180	Snow Removal	15,000	16,500		
122-000-50190	Maintenance - Supplies		0		
122-000-50195	Village SSA Fees	370	407		
122-000-50320	Engineer's Services				
122-000-50330	Legal Expense	1,000	1,100		
122-000-50360	Other Prof.Services		0		
122-000-80200	Transfers - Out		0		
122-000-90900	Misc.Expense	630	693		
TOTAL SSA 22 MAINTENANCE FUND APPROPRIATIONS					46,200

SECTION 13. APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER 23. The following sums of money, or as much thereof as may be authorized by law, are hereby appropriated for the Village of Riverwoods Special Service Area Number 23, for the purposes herein specified and for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

		Amount Budgeted	Amount Appropriated	Subtotal	Fund Total
<u>123 - MAINTENANCE FUND (SSA 23 GEMINI)</u>					
Expense					
123-000-50120	Maintenance - Equipment	0	0		
123-000-50130	Maintenance - Streets	9,500	10,450		
123-000-50160	Maintenance - Culverts		0		
123-000-50180	Snow Removal		0		
123-000-50190	Maintenance - Supplies	1,000	1,100		
123-000-50195	Village SSA Fees	300	330		
123-000-50320	Engineer's Services		0		
123-000-50330	Legal Expense	1,000	1,100		
123-000-50360	Other Prof.Services		0		
123-000-80200	Transfers - Out				
123-000-90900	Misc.Expense	700	770		
TOTAL SSA 23 MAINTENANCE FUND APPROPRIATIONS					13,750

SECTION 14. APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER 25. The following sums of money, or as much thereof as may be authorized by law, are hereby appropriated for the Village of Riverwoods Special Service Area Number 25, for the purposes herein specified and for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

		Amount Budgeted	Amount Appropriated	Subtotal	Fund Total
<u>125 - MAINTENANCE FUND (SSA 25 EAST COURSE)</u>					
Expense					
125-000-50120	Maintenance - Equipment	0	0		
125-000-50130	Maintenance - Streets	22,000	24,200		
125-000-50150	Maintenance - Drainage	0	0		
125-000-50190	Snow Removal	0	0		
125-000-50195	Village SSA Fees	540	594		
125-000-50320	Maintenance - Supplies	0	0		
125-000-50330	Engineer's Services	3,000	3,300		
125-000-50360	Legal Expense	1,000	1,100		
125-000-60520	Other Prof.Services	0	0		
125-000-90900	Misc.Expense	460	506		
TOTAL SSA 25 MAINTENANCE FUND APPROPRIATIONS					29,700

SECTION 15. APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER 26. The following sums of money, or as much thereof as may be authorized by law, are hereby appropriated for the Village of Riverwoods Special Service Area Number 26, for the purposes herein specified and for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

		Amount Budgeted	Amount Appropriated	Subtotal	Fund Total
<u>126 - MAINTENANCE FUND (SSA 26 KENILWOOD)</u>					
	Expense				
126-000-50120	Maintenance - Equipment		0		
126-000-50130	Maintenance - Streets	25,000	27,500		
126-000-50160	Maintenance - Culverts		0		
126-000-50180	Snow Removal		0		
126-000-50190	Maintenance - Supplies		0		
126-000-50195	Village SSA Fees	870	957		
126-000-50320	Engineer's Services	3,000	3,300		
126-000-50330	Legal Expense	1,000	1,100		
126-000-50360	Other Prof.Services		0		
126-000-90900	Misc.Expense	130	143		
TOTAL SSA 26 MAINTENANCE FUND APPROPRIATIONS					33,000

SECTION 16. APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER 28. The following sums of money, or as much thereof as may be authorized by law, are hereby appropriated for the Village of Riverwoods Special Service Area Number 28, for the purposes herein specified and for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

		Amount Budgeted	Amount Appropriated	Subtotal	Fund Total
<u>128 - MAINTENANCE FUND (SSA 28 SOUTH ROBINWOOD)</u>					
	Expense				
128-000-50120	Liability Insurance	1,000	1,100		
128-000-50130	Workers Comp Insurance	1,300	1,430		
128-000-50120	Maintenance - Equipment		0		
128-000-50130	Maintenance - Streets	25,000	27,500		
128-000-50160	Maintenance - Drainage		0		
128-000-50180	Snow Removal	10,000	11,000		
128-000-50190	Maintenance - Supplies		0		
128-000-50195	Village SSA Fees	380	418		
128-000-50320	Engineer's Services	5,000	5,500		
128-000-50330	Legal Expense	1,000	1,100		
128-000-50360	Other Prof.Services		0		
128-000-90900	Misc.Expense	620	682		
TOTAL SSA 28 MAINTENANCE FUND APPROPRIATIONS					46,200

SECTION 17. APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER 29. The following sums of money, or as much thereof as may be authorized by law, are hereby appropriated for the Village of Riverwoods Special Service Area Number 29, for the purposes herein specified and for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

		Amount Budgeted	Amount Appropriated	Subtotal	Fund Total
<u>129 - MAINTENANCE FUND (SSA 29 RINGLAND)</u>					
Expense					
129-000-50120	Maintenance - Equipment		0		
129-000-50130	Maintenance - Streets	25,000	27,500		
129-000-50160	Maintenance - Culverts		0		
129-000-50180	Snow Removal	7,000	7,700		
129-000-50190	Maintenance - Supplies		0		
129-000-50195	Village SSA Fees	360	396		
129-000-50320	Engineer's Services	1,000	1,100		
129-000-50330	Legal Expense	1,000	1,100		
129-000-50360	Other Prof.Services		0		
129-000-90900	Misc.Expense	640	704		
TOTAL SSA 29 MAINTENANCE FUND APPROPRIATIONS					38,500

SECTION 18. APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER 30. The following sums of money, or as much thereof as may be authorized by law, are hereby appropriated for the Village of Riverwoods Special Service Area Number 30, for the purposes herein specified and for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

		Amount Budgeted	Amount Appropriated	Subtotal	Fund Total
<u>130 - MAINTENANCE FUND (SSA 30 BURR OAK)</u>					
Expense					
130-000-50120	Maintenance - Equipment		0		
130-000-50130	Maintenance - Streets	15,000	16,500		
130-000-50160	Maintenance - Culverts		0		
130-000-50180	Snow Removal	10,000	11,000		
130-000-50190	Maintenance - Supplies		0		
130-000-50195	Village SSA Fees	280	308		
130-000-50320	Engineer's Services	3,000	3,300		
130-000-50330	Legal Expense	1,000	1,100		
130-000-50360	Other Prof.Services		0		
130-000-90900	Misc.Expense	720	792		
TOTAL SSA 30 MAINTENANCE FUND APPROPRIATIONS					33,000

SECTION 19. APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER 31. The following sums of money, or as much thereof as may be authorized by law, are hereby appropriated for the Village of Riverwoods Special Service Area Number 31, for the purposes herein specified and for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

		Amount Budgeted	Amount Appropriated	Subtotal	Fund Total
<u>131 - MAINTENANCE FUND (SSA 31 SHERRY/HAZELNUT)</u>					
		Expense			
131-000-50120	Maintenance - Equipment		0		
131-000-50130	Maintenance - Streets	15,000	16,500		
131-000-50160	Maintenance - Culverts		0		
131-000-50180	Snow Removal	10,000	11,000		
131-000-50190	Maintenance - Supplies		0		
131-000-50320	Engineer's Services	3,000	3,300		
131-000-50330	Legal Expense	1,000	1,100		
131-000-50360	Other Prof.Services		0		
131-000-90900	Misc.Expense	1,000	1,100		
TOTAL SSA 31 MAINTENANCE FUND APPROPRIATIONS					33,000

SECTION 20. APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER 32. The following sums of money, or as much thereof as may be authorized by law, are hereby appropriated for the Village of Riverwoods Special Service Area Number 32, for the purposes herein specified and for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

		Amount Budgeted	Amount Appropriated	Subtotal	Fund Total
<u>132 - MAINTENANCE FUND (SSA 32 TIMBER TRAIL)</u>					
		Expense			
132-000-50120	Maintenance - Equipment		0		
132-000-50130	Maintenance - Streets	0	0		
132-000-50160	Maintenance - Culverts		0		
132-000-50180	Snow Removal	0	0		
132-000-50190	Maintenance - Supplies		0		
132-000-50320	Engineer's Services	0	0		
132-000-50330	Legal Expense		0		
132-000-50360	Other Prof.Services		0		
132-000-80520	Misc.Expense	0	0		
TOTAL SSA 32 MAINTENANCE FUND APPROPRIATIONS					0

SECTION 21. APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER 33. The following sums of money, or as much thereof as may be authorized by law, are hereby appropriated for the Village of Riverwoods Special Service Area Number 33, for the purposes herein specified and for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

		Amount Budgeted	Amount Appropriated	Subtotal	Fund Total
<u>133 - MAINTENANCE FUND (SSA 33 ARROWWOOD TRAIL)</u>					
		Expense			
133-000-50120	Maintenance - Equipment		0		

133-000-50130	Maintenance - Streets	20,000	22,000
133-000-50160	Maintenance - Culverts		0
133-000-50180	Snow Removal	1,000	1,100
133-000-50190	Maintenance - Supplies		0
133-000-50195	Village SSA Fees	260	286
133-000-50320	Engineer's Services	3,000	3,300
133-000-50330	Legal Expense	1,000	1,100
133-000-50360	Other Prof.Services		0
133-000-90900	Misc.Expense	740	814

TOTAL SSA 33 MAINTENANCE FUND APPROPRIATIONS**28,600**

SECTION 22. APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER 34. The following sums of money, or as much thereof as may be authorized by law, are hereby appropriated for the Village of Riverwoods Special Service Area Number 34, for the purposes herein specified and for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

		Amount Budgeted	Amount Appropriated	Subtotal	Fund Total
<u>134 - MAINTENANCE FUND (SSA 34 KINGSWOOD TRAIL)</u>					
	Expense				
134-000-50120	Maintenance - Equipment		0		
134-000-50130	Maintenance - Streets	10,000	11,000		
134-000-50160	Maintenance - Culverts		0		
134-000-50180	Snow Removal	1,000	1,100		
134-000-50190	Maintenance - Supplies		0		
134-000-50320	Engineer's Services	3,000	3,300		
134-000-50330	Legal Expense	1,000	1,100		
134-000-50360	Other Prof.Services		0		
134-000-90900	Misc.Expense	1,000	1,100		

TOTAL SSA 34 MAINTENANCE FUND APPROPRIATIONS**17,600**

SECTION 23. APPROPRIATIONS FOR SPECIAL SERVICE AREA NUMBER 35. The following sums of money, or as much thereof as may be authorized by law, are hereby appropriated for the Village of Riverwoods Special Service Area Number 35, for the purposes herein specified and for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

		Amount Budgeted	Amount Appropriated	Subtotal	Fund Total
<u>135 - MAINTENANCE FUND (SSA 35 CLENDENIN)</u>					
	Expense				
135-000-50120	Maintenance - Equipment		0		
135-000-50130	Maintenance - Streets	10,000	11,000		
135-000-50160	Maintenance - Culverts		0		
135-000-50180	Snow Removal	1,000	1,100		
135-000-50190	Maintenance - Supplies		0		
135-000-50320	Engineer's Services	3,000	3,300		

135-000-50330	Legal Expense	1,000	1,100
135-000-50360	Other Prof.Services		0
135-000-90900	Misc.Expense	1,000	1,100

TOTAL SSA 35 MAINTENANCE FUND APPROPRIATIONS **17,600**

SECTION 24. APPROPRIATIONS FOR SSA DEBT SERVICE FUNDS. The following sums of money, or as much thereof as may be authorized by law, are hereby appropriated for payment of debt service on the Bonds issued by each Village of Riverwoods Special Service Area Number set forth below, for the purposes herein specified and for the fiscal year commencing January 1, 2024 and ending December 31, 2024.

		Amount Budgeted	Amount Appropriated	Subtotal	Fund Total
419 - DEBT SERVICE FUND SSA #19 (HIAWATHA)					
419-000-70200	Interest on Bonds	8,500	8,500		
422-000-70210	Bond Principal	31,000	31,000		
Total SSA #19 Hiawatha Streets DSF					39,500
422 - DEBT SERVICE FUND SSA #22 (TIMBERS)					
422-000-70200	Interest on Bonds	10,500	10,500		
422-000-70210	Bond Principal	18,500	18,500		
Total SSA #22 Timbers Streets DSF					29,000
424 - DEBT SERVICE FUND SSA #24 (THORNMEADOW WATER)					
424-000-70200	Interest on Bonds	0	0		
424-000-70210	Bond Principal	0	0		
Total SSA #24 Thornmeadow Water DSF					0
425 - DEBT SERVICE FUND SSA #25 (EAST COURSE)					
425-000-70200	Interest on Bonds	500	500		
425-000-70210	Bond Principal	17,000	17,000		
Total SSA #25 East Course DSF					17,500
426 - DEBT SERVICE FUND SSA #26 (KENILWOOD)					
426-000-70200	Interest on Bonds	1,500	1,500		
426-000-70210	Bond Principal	41,500	41,500		
Total SSA #26 Kenilwood DSF					43,000

427 - DEBT SERVICE FUND SSA #27 (WINDLAKE TERRACE)

427-000-70200	Interest on Bonds	500	500
427-000-70210	Bond Principal	4,000	4,000

Total SSA #27 Windlake Terrace DSF **4,500**

430 - DEBT SERVICE FUND SSA #30 (BURR OAK)

430-000-70200	Interest on Bonds	1,000	1,660
430-000-70210	Bond Principal	8,000	8,000

Total SSA #30 Burr Oak Trail DSF **9,660**

431 - DEBT SERVICE FUND SSA #31 (SHERRY HAZELNUT)

431-000-70200	Interest on Bonds	3,000	3,000
431-000-70210	Bond Principal	15,000	15,000

Total SSA #31 Sherry Hazelnut DSF **18,000**

432 - DEBT SERVICE FUND SSA #32 (TIMBER TRAIL)

432-000-70200	Interest on Bonds	500	500
432-000-70210	Bond Principal	3,000	3,000

Total SSA #32 Timber Trail DSF **3,500**

434 - DEBT SERVICE FUND SSA #34 (KINGSWOOD COURT)

434-000-70200	Interest on Bonds	2,000	2,000
434-000-70210	Bond Principal	9,000	9,000

Total SSA #34 Kingswood Court **11,000**

435 - DEBT SERVICE FUND SSA #35 (CLENDENIN)

435-000-70200	Interest on Bonds	10,000	10,000
435-000-70210	Bond Principal	35,000	35,000

Total SSA #35 Clendenin **45,000**

RECAP BY FUND

General Fund	12,967,658
Motor Fuel Tax Fund	209,000
Consolidated Water Fund	3,310,429
Sewer Fund	931,010
Milwaukee/Deerfield TIF Allocation Fund	342,500

Deerfield Road TIF Allocation Fund	2,220,000
Capital Projects Fund	1,169,084
Maintenance SSA Special Revenue Funds	
SSA #5	3,520
SSA #7	4,400
SSA #19	51,700
SSA #21	3,300
SSA #22	46,200
SSA #23	13,750
SSA #25	29,700
SSA #26	33,000
SSA #28	46,200
SSA #29	38,500
SSA #30	33,000
SSA #31	33,000
SSA #32	0
SSA #33	28,600
SSA #34	17,600
SSA #35	17,600
SSA Debt Service Funds	
SSA #19	39,500
SSA #22	29,000
SSA #24	0
SSA #25	17,500
SSA #26	43,000
SSA #27	4,500
SSA #30	9,660
SSA #31	18,000
SSA #32	3,500
SSA #34	11,000
SSA #35	45,000
TOTAL VILLAGE APPROPRIATIONS FOR ALL FUNDS	21,770,412

SECTION 25. UNEXPENDED BALANCES. The unexpended balance of any item or items of an appropriation made by this Ordinance may be expended in making up any deficiency in any item or items in any other item of appropriation made by this Ordinance, as provided by law.

SECTION 26. AUTHORITY FOR TRANSFERS OUT. The Village President is hereby authorized to make transfers from the General Fund up to the amounts authorized in this Ordinance from time to time to provide funds, as needed, for the Milwaukee/Deerfield TIF Allocation Fund, Deerfield Road TIF Allocation Fund, Capital Projects Fund, Water Fund and Sewer Fund, as applicable.

SECTION 27. ALLOTMENT OF FUNDS. The funds derived from sources other than the property tax levies and other revenue pledged for specific purposes may be allotted by the President and Board of Trustees to such appropriations and in such amounts respectively as said Board may determine within the limits of said appropriations respectively, insofar as the doing of same does not conflict with law.

SECTION 28. SEVERABILITY. If any item or portion of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion(s) of such item of the remaining portion(s) of this Ordinance.

SECTION 29. ESTIMATE OF REVENUES. The estimate of revenues by source anticipated to be received by the Village of Riverwoods for the fiscal year January 1, 2024 to December 31, 2024 is set forth in Exhibit A to this Ordinance and made a part hereof.

SECTION 30. WHEN EFFECTIVE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in accordance with law. A certified copy of this Ordinance shall be filed with the Lake County Clerk within 30 days after adoption.

THE FOREGOING ORDINANCE WAS PASSED BY A VOTE AS FOLLOWS:

AYES:

NAYS:

Passed & Approved this 20th day of March, 2024.

Kristine L. Ford, Village President

Vivian Hofeld, Deputy Clerk

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF RIVERWOODS, LAKE COUNTY, ILLINOIS

EXHIBIT A - ESTIMATE OF REVENUES

The following is an estimate of the cash to be received by the Village during the fiscal year January 1, 2024 to December 31, 2024, exclusive of balances on hand or deficits, if any, at the beginning of such fiscal year, of amounts which may be raised by the sale of tax anticipation warrants or bonds, if any, and of amounts, which may be raised from other sources not predictable at present.

001 GENERAL FUND - Departments

Administration

001-101-30020	Pers Property Replace Tax	6,196
001-101-30030	Home Rule Tax	402,245
001-101-30040	Municipal Sales Tax	444,234
001-101-30045	Muni Auto Rental Tax	6,101
001-101-30050	Local Use Sales Tax	156,211
001-101-30055	Cannabis Tax	5,764
001-101-30070	State Income Tax	644,238
001-101-30200	Hotel Tax	119,322
001-101-30210	Utility Tax - Electric	270,000
001-101-30220	Utility Tax - Gas	135,000
001-101-30250	Excise Tax	393,713
001-101-30255	Municipal Fuel Tax	70,000
001-101-30300	Cell Tower Lease	0
001-101-30310	Vernon Township Replac Tax	1,166
001-101-30400	Liquor License	12,600
001-101-30410	Business License Fees	840
001-101-30415	Burglar Alarm Fees	900

001-101-30450	Cable TV Franchise Fee	80,463	
001-101-30460	Telephone Franchise Fee	0	
001-101-30800	Interest Revenue	145,798	
001-101-30801	Bond Premium W/O	0	
001-101-30810	Admin. Hearing	180	
001-101-30820	Recycling Rebate (Swalco)	0	
001-101-30850	Reimbursement	2,095	
001-101-30860	SSA Admin Fee	2,500	
001-101-30900	Misc. Revenue / General Fund	31,901	
001-101-30901	Credit Card Convenience Fee	42	
001-101-30990	Transfers - In	0	
Total Department Revenue:		<u>2,931,509</u>	2,931,509

Building

001-102-30500	Construction Fee / Review Fee	225,000	
001-102-30501	Outside Consulting	0	
001-102-30502	Admin Overhead	0	
001-102-30505	Plan Review Fees	0	
001-102-30507	Garage Sale Fee	0	
001-102-30510	Construction Security Deposit	0	
001-102-30510	Engineer Fee	0	
001-102-30520	Ecologist/Forester	0	
001-102-30540	Special Inspection	2,000	
001-102-30541	Plumbing Fee	5,000	
001-102-30542	Fire Dept Inspect or Review	8,000	
001-102-30560	Cert.Of Occupancy	2,000	
001-102-30561	Temp.Cert Of Occ Residential	0	
001-102-30562	Temp.Cert Of Occ Commerical	0	
001-102-30570	Elevator Permits	7,000	
001-102-30574	Rental Property Regis.	750	
001-102-30575	Vacant Property Regist. Fee	250	
001-102-30771	Code Violation	0	
001-102-30810	Admin. Hearings	250	
001-102-30850	Reimbursement	0	
001-102-30900	Misc. Revenue/Building	500	
Total Department Revenue:		<u>250,750</u>	250,750

Road and Bridge

001-0104-30010	Property Tax	24,000	
001-0104-30900	Misc. Revenue	0	
Total Department Revenue:		<u>24,000</u>	24,000

Drainage

Total Department Revenue:		0	0
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Woodland

001-106-30580	Ecologist/Forester Consult Fees	3,000	
001-106-30581	Tree Removal Permit Fee	0	
001-106-30582	Tree Removal Mitigation Fee	2,250	
001-106-30583	Prescribed Burn Permit	300	
001-106-30584	Application Fee	2,750	

001-106-30590	Grants	0	
001-106-30771	Code Violations	150	
001-106-30900	Misc. Revenue / Woodland Mgt	0	
Total Department Revenue:		<u>8,450</u>	8,450

Police			
001-110-30010	Property Tax	1,074,628	
001-110-30350	Special Use Fee	96,000	
001-110-30360	Administrative Tow	21,500	
001-110-30670	911 Surcharge	0	
001-110-30710	Circuit Court Fines	133,129	
001-110-30730	Report Copies	700	
001-110-30750	False Alarm Fines	100	
001-110-30770	Patrol Violations	2,100	
001-110-30780	Burglar Alarm Reg.	6,765	
001-110-30800	Interest Revenue		
001-110-30850	Reimbursement	10,541	
001-110-30900	Misc.Revenue / Police	11,000	
001-110-30910	Misc.Grants	70,000	
001-110-30990	Transfers In	0	
Total Department Revenue:		<u>1,426,463</u>	1,426,463

General Revenue - Total 4,641,171

104-0000-30080	Motor Fuel Tax Revenue	85,000	
104-0000-XXXXX	Transportation Renewal Revenue	79,000	
104-0000-30090	Motor Fuel Tax REBUILD	0	
104-0000-30800	Interest Revenue	700	
MFT Revenue:		<u>164,700</u>	164,700

501-000-30600	Water Sales & Penalty	1,236,727	
501-000-30609	Late Penalties	0	
501-000-30610	Meter Cost & Install	0	
501-000-30620	Tap On Fees	0	
501-000-30800	Interest Revenue	4,000	
501-000-30900	Misc.Revenue	0	
501-000-30990	Transfers - In	0	
Water Fund Revenue		<u>1,240,727</u>	1,240,727

502-000-30620	Tap On Fees	0	
502-000-30609	Late Penalties	0	
502-000-30641	Sewer Fees	284,000	
502-000-30650	Transmission Revenue	0	
502-000-30680	Replacement Reserve	180,000	
502-000-30800	Interest Revenue	0	
Sewer Fund Revenue		<u>464,000</u>	464,000

503-0000-30015	Property Tax	115,000	
503-000-30850	Reimbursement	0	

503-0000-30950	Gain on Sale of Assets	0	
	Transfer from General Fund	0	
503-0000-30805	Debt Proceeds	0	
Milwaukee Avenue/TIF Rund Revenue		<u>115,000</u>	115,000
503-000-30015	TIF Property Tax	6,000	
503-000-30991	Transfer from General Fund	0	
503-000-30992	Transfer from TIF #1	150,000	
503-000-30805	Debt Proceeds	0	
Deerfield Road TIF Fund Revenue		<u>156,000</u>	156,000
505-0000-30584	Application Fee	0	
505-0000-30910	Grants	48,000	
505-0000-30920	ARPA Grant	0	
505-0000-30960	Transfers In	2,000,000	
Capital Projects Fund Revenue		<u>2,048,000</u>	2,048,000
SSA MAINTENANCE FUNDS			
<u>106 - (SSA 5 DUFFY)</u>			
106-0000-30010	Property Tax	6,000	
106-0000-30800	Interest Revenue	0	
Maintenance Levy Revenue SSA 5		<u>6000</u>	6000
<u>107 - (SSA 7 RUSSELL'S STORMWATER)</u>			
107-0000-30010	Property Tax	0	
107-0000-30800	Interest Revenue	0	
Maintenance Levy Revenue SSA 7		<u>0</u>	0
<u>119 - (SSA 19 HIAWATHA WOODS)</u>			
119-0000-30010	Property Tax	21,000	
119-0000-30800	Interest Revenue	0	
Maintenance Levy Revenue SSA 19		<u>21,000</u>	21,000
<u>121 - (SSA 21 MEADOWLAKE)</u>			
121-0000-30010	Property Tax	0	
121-0000-30800	Interest Revenue	0	
Maintenance Levy Revenue SSA 21		<u>0</u>	0
<u>122 - (SSA 22 TIMBERS)</u>			
122-0000-30010	Property Tax	17,000	
122-0000-30800	Interest Revenue	0	
Maintenance Levy Revenue SSA 22		<u>17,000</u>	17,000

123 - (SSA 23 GEMINI)

123-0000-30010	Property Tax	7,000	
123-0000-30800	Interest Revenue	0	
Maintenance Levy Revenue SSA 23		<u>7,000</u>	7,000

125 - (SSA 25 EAST COURSE)

125-0000-30010	Property Tax	2,834	
125-0000-30800	Interest Revenue	0	
Maintenance Levy Revenue SSA 25		<u>2,834</u>	2,834

126 - (SSA 26 KENILWOOD)

126-0000-30010	Property Tax	80,400	
126-0000-30800	Interest Revenue	0	
Maintenance Levy Revenue SSA 26		<u>40,200</u>	40,200

128 - MAINTENANCE FUND (SSA 28 SOUTH ROBINWOOD)

128-0000-30010	Property Tax	10,800	
128-0000-30800	Interest Revenue	0	
Maintenance Levy Revenue SSA 28		<u>10,800</u>	10,800

129 - MAINTENANCE FUND (SSA 29 RINGLAND)

129-0000-30010	Property Tax	6,000	
129-0000-30800	Interest Revenue	0	
Maintenance Levy Revenue SSA 29		<u>6,000</u>	6,000

130 - MAINTENANCE FUND (SSA 30 BURR OAK)

130-0000-30010	Property Tax	3,768	
130-0000-30800	Interest Revenue	0	
Maintenance Levy Revenue SSA 30		<u>3,768</u>	3,768

131 - MAINTENANCE FUND (SSA 31 SHERRY/HAZELNUT)

131-0000-30010	Property Tax	0	
131-0000-30800	Interest Revenue	0	
Maintenance Levy Revenue SSA 31		<u>0</u>	0

132 - MAINTENANCE FUND (SSA 32 TIMBER TRAIL)

132-0000-30010	Property Tax	0	
132-0000-30800	Interest Revenue	0	
Maintenance Levy Revenue SSA 32		<u>0</u>	0

133 - MAINTENANCE FUND (SSA 33 ARROWWOOD TRAIL)

133-0000-30010	Property Tax	0	
133-0000-30800	Interest Revenue	0	
Maintenance Levy Revenue SSA 33		<u>0</u>	0

134 - MAINTENANCE FUND (SSA 34 KINGSWOOD COURT)

134-0000-30010	Property Tax	0	
134-0000-30800	Interest Revenue	0	
Maintenance Levy Revenue SSA 34		<u>0</u>	0

135 - MAINTENANCE FUND (SSA 35 CLENDENIN)

135-0000-30010	Property Tax	0	
135-0000-30800	Interest Revenue	0	
Maintenance Levy Revenue SSA 35		<u>0</u>	0

DEBT SERVICE FUNDS**419 - DSF SSA 19 (HIAWATHA WOODS)**

419-0000-30015	Property Tax	38,000	
419-0000-30990	Transfers In	0	
TOTAL REVENUE DSF FUND SSA 19		<u>38,000</u>	38,000

422 - DSF SSA 19 (TIMBERS)

422-0000-30015	Property Tax	27,750	
422-0000-30990	Transfers In	0	
TOTAL REVENUE DSF FUND SSA 22		<u>27,750</u>	27,750

425 - DSF SSA 25 (EAST COURSE)

425-0000-30010	Property Tax	0	
425-0000-30800	Interest Revenue	0	
TOTAL REVENUE DSF FUND SSA 25		<u>0</u>	0

426 - DSF SSA 26 (KENILWOOD)

426-0000-30010	Property Tax	0	
426-0000-30800	Interest Revenue	0	
TOTAL REVENUE DSF FUND SSA 26		<u>0</u>	0

427 - DSF SSA 27 (WINDLAKE TERRACE)

427-0000-30010	Property Tax	0	
427-0000-30800	Interest Revenue	0	
TOTAL REVENUE DSF FUND SSA 27		<u>0</u>	0

430 - DSF SSA 30 (BURR OAK TRAIL)

430-0000-30010	Property Tax	8,300	
430-0000-30800	Interest Revenue	0	
TOTAL REVENUE DSF FUND SSA 30		<u>8,300</u>	8,300

431 - DSF SSA 31 (SHERRY HAZELNUT)

431-0000-30010	Property Tax	17,333	
431-0000-30800	Interest Revenue	0	
TOTAL REVENUE DSF FUND SSA 31		<u>17,382</u>	17,382

432 - DSF SSA 32 (TIMBER TRAIL)

432-0000-30010	Property Tax	3,100	
432-0000-30800	Interest Revenue	0	
TOTAL REVENUE DSF FUND SSA 32		<u>3,100</u>	3,100

434 - DSF SSA 34 (KINGSWOOD COURT)

434-0000-30010	Property Tax	10,500	
434-0000-30800	Interest Revenue	0	
TOTAL REVENUE DSF FUND SSA 34		<u>10,500</u>	10,500

435 - DSF SSA 35 (CLENDENIN)

435-0000-30010	Property Tax	40,500	
435-0000-30800	Interest Revenue	0	
TOTAL REVENUE DSF FUND SSA 35		<u>40,500</u>	40,500

TOTAL REVENUES			9,089,732
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Pursuant to the requirements of 35 ILCS 200/18-50, the undersigned certifies that the estimate of revenues set forth above is a true statement of the estimated amount anticipated to be received by the Village of Riverwoods, Illinois during the fiscal year January 1, 2024 to December 31, 2024.

Dated: March 20, 2024

Anthony Vasquez, Finance Director

ORDINANCE NO. 24-03-__**AN ORDINANCE APPROVING A FRANCHISE AGREEMENT WITH
COMCAST OF CALIFORNIA/ILLINOIS, LLC**

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

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;

WHEREAS, pursuant to the Riverwoods Cable System Ordinance, codified as section 3-1-10 or the Riverwoods Village Code, the Village is authorized to grant cable system franchises, provided the Board of Trustees adopts an ordinance identifying the grantee and approving the form of franchise agreement to be executed by such grantee and the Village; and

WHEREAS, the President and Board of Trustees find that it is in the best interest of the residents of the Village that the Village should authorize the granting of a cable system franchise to Comcast of California/Illinois, L.P. in the form attached hereto.

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

SECTION ONE: The facts, 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: Pursuant to the provisions of the Riverwoods Cable System Ordinance, (i) a franchise is hereby granted to Comcast of California/Illinois, LLC for a term commencing on May 18, 2024 and ending on the fifth (5th) anniversary of such date, (ii) the Cable Television Franchise Agreement between the Village and Comcast of California/Illinois, LLC is hereby approved and confirmed in substantially the form as Exhibit A attached hereto (with the term modified in accordance herewith), and (iii) the Village President and Village Clerk are hereby authorized and directed to execute and deliver such agreement on behalf of the Village.

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

AYES:

NAYS:

PASSED AND APPROVED this 20th of March, 2024.

Village President

Attest:

Village Clerk

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
VILLAGE OF RIVERWOODS, ILLINOIS
And
COMCAST OF CALIFORNIA/ILLINOIS, LLC**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the Village of Riverwoods, Illinois (hereinafter, the “Village”) and Comcast of California/Illinois, LLC, (hereinafter, “Grantee”) as of this 18th day of May, 2024 (the “Effective Date”).

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of the Cable Act, the Illinois Constitution of 1970, including the Village’s home rule powers, and the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

“Cable Operator” means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of California/Illinois, LLC

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for

purposes of computing the Village's permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

"Public Way" shall mean, pursuant and in addition to the Village's Right of Way Ordinance (Title 7, Chapter 4, Construction of Facilities on Rights of Way, Riverwoods, Illinois Municipal Code), the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. Public Way shall not include any real or personal Village property that is not specifically described in this definition and shall not include Village buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

"Village" means the Village of Riverwoods, Illinois or the lawful successor, transferee, designee, or assignee thereof.

"Video Programming" or "Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, the Illinois Constitution, and Ordinance No. 24-03-__ approving and authorizing the execution of this Agreement, the Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires,

cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be five (05) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the Village grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

2.6.3. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the Village while used in the course of installation, repair and maintenance work on the Cable System.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Title 7, Chapter 4, entitled "Construction of Facilities on Rights Of Way," of the Municipal Code of the Village of Riverwoods, Illinois as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or

previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the Village in conducting inspections related to these standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The Village may request that Grantee provide Cable Service and the corresponding equipment to the location(s) specified in Attachment A and shall specify the requested level of services and number of outlets for each location. Upon written notice to Grantee, the Village may unilaterally amend Attachment A to add or remove locations provided any additional locations are "eligible" under 220 ILCS. 5/22 501(f). The Village shall notify Grantee in writing whether it wishes to be invoiced at standard rates as disclosed by Grantee for these services and equipment or to have the charges deducted from the franchise fee payment due pursuant to this franchise. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an “Emergency Alert System” (“EAS”) consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the “State of Illinois Emergency Alert System State Plan” – as may be amended from time to time. The Village must become qualified and authorized to activate the EAS, through the authorized State EAS plan. The Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

4.8. Customer Service Obligations. The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in the Municipal Code, Village of Riverwoods, Illinois Title 3, Chapter 1. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

SECTION 5: Oversight and Regulation by City/County/Village

5.1. Franchise Fees. The Grantee shall pay to the Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the Village to increase the Franchise Fee above five percent (5%), and the Village actually proposes to increase the Franchise Fee in exercise of such authority, the Village may amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the Village shall notify the Grantee of its intent to collect the increased Franchise Fee, and

Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the City) to effectuate any changes necessary to begin the collection of such increased Franchise Fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the Village to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the Village pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Village approves the amendment by ordinance; and (c) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The Village and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 65 ILCS 5/11-42-11.05 (k), the Village shall provide on an annual basis, a complete list of addresses within the corporate limits of the Village. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from situsing errors.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the Village has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and

cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the Village from and against any claims arising from the Village's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the Village with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the Village, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the Village containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Village has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the Village's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide

the Village certificates of insurance designating the Village and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of five million dollars (\$5,000,000.00) for bodily injury or death to any one person, and five million dollars (\$5,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and five million dollars (\$5,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Village. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Village from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing and operating its Cable System within the Village. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the Village's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1. PEG Capacity. The Grantee shall provide capacity for the Village's noncommercial Public, Educational and Governmental Access ("PEG") Programming through one (1) Channel (the "Channel") on the Grantee's Cable System. Unless otherwise agreed to by the Village and the Grantee to the extent required by applicable law, the Channel shall be carried on the Grantee's basic service tier. The Village's PEG Access Programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. Rules and Procedures for Use of the PEG Access Channels. The Village shall be responsible for establishing, and thereafter enforcing, rules for the non-commercial use of the PEG Access Channels and to promote the use and viewership of the Channels.

8.3. Allocation and Use of the PEG Access Channels. The Grantee does not relinquish its ownership of a Channel by designating it for PEG use. However, the PEG Access Channels are, and shall be, operated by the Village. The Village shall adopt rules and procedures under which Grantee may use the PEG Access Channels for the provision of Video Programming if the PEG Access channel is not being used for its designated purpose(s) pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

8.4. Editorial Control. Grantee shall not exercise any editorial control over any use of the PEG Access Channels except as permitted by 47 U.S.C. §531(e).

8.5. Origination Point. At such time that the Village determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG Access Programming originated from Schools and/or Village facilities (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the Village determines that it wants to change or upgrade a location from which PEG Access Programming is originated; the Village will give the Grantee written notice detailing the point of origination and the capability sought by the Village. The Grantee agrees to submit a cost estimate to implement the Village's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure within a reasonable period of time, the Grantee will implement any necessary system changes within a reasonable period of time.

8.6. PEG Signal Quality. Provided the PEG signal feed is delivered by the Village to the designated signal input point without material degradation, the PEG Channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.7. PEG Capital Support. At its sole discretion, the Village may designate a PEG access capital project to be funded by the Village as set forth herein. The Village shall send written notice of the Village's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month charge to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment and the Grantee shall have the opportunity to review and make recommendations upon the Village's plan prior to agreeing to collect and pay to the Village the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the Village shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the Village to make large capital expenditures, if necessary, as long as any funds remaining at the end of the term of this Agreement shall be credited to PEG Capital obligations in the subsequent Franchise. Moreover, if the Village chooses to borrow from itself or a financial institution, revenue for large PEG capital purchases or capital expenditures, the Village shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the Village's written request.

8.7.1. For any payments owed by Grantee in accordance with this Section 8.7 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the PEG Capital Fee liability otherwise accruing under this section.

8.7.2. Grantee and Village agree that the capital obligations set forth in this Section are not “Franchise Fees” within the meaning of 47 U.S.C. § 542.

8.8. Grantee Use of Unused Time. Because the Village and Grantee agree that a blank or underutilized PEG Access Channel is not in the public interest, in the event the Village does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation by the Village upon no less than sixty (60) days’ notice. Except as otherwise provided herein, the programming of the PEG Access Channel with text messaging, or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on a PEG Access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee’s Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village’s written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the Village shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the Village shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Village's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Village's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by the Village as Municipal Code, Village of Riverwoods, Illinois, Title 3, Chapter 1; and, pursuant to Section 3.1 of this Franchise Agreement and Title 7, Chapter 4 of the Riverwoods Municipal Code, to enforce the Grantee's compliance with the Village's requirements regarding "Construction of Facilities on the Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or

qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village:

Village of Riverwood
300 Portwine Road
Riverwoods, Illinois 60015
ATTN: Mayor

To the Grantee:

Comcast
2001 York Road
Oak Brook, Illinois, 60523
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The Village may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the

parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Lake County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance or resolution by the Village, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the Village of Riverwoods:

For Comcast of California/Illinois, LLC:

By: _____

By: _____

Name: Kristine L. Ford

Name: _____

Title: Village President

Title: _____

Date: _____

Date: _____

ATTACHMENT A

DESIGNATED GOVERNMENTAL FACILITIES PURSUANT TO SECTION 4.6.1

1. Deerfield Golf Course, 1201 Saunders Rd.
2. Lincolnshire-Riverwoods Fire Station #52, 855 Sanders Rd.

RIVERWOODS POLICE DEPARTMENT

DATE ISSUED: 03/07/24

NUMBER: OP-71

DATE EFFECTIVE: 03/07/24

SUBJECT: BODY WORN CAMERA RECORDERS

PURPOSE:

This policy provides guidelines for the use of Body Worn Camera (BWC) recording devices by members of this department while in the performance of their duties. BWC recording devices include all portable recording systems whether body-worn, hand-held, integrated into portable equipment or synced with vehicles.

This policy does not apply to interviews or interrogations conducted at the Riverwoods Police Department utilizing building camera systems, authorized undercover operations, wiretaps or eavesdropping (concealed listening devices).

POLICY:

The Riverwoods Police Department will provide members with access to BWC recording devices for use during the performance of their duties. The use of BWC recorders is intended to enhance the mission of the Department by accurately capturing contacts between members of the Department and the public.

DEFINITIONS:

Community Care Taking Function: A task undertaken by a law enforcement officer in which the officer is performing an articulable act unrelated to the investigation of a crime. This includes, but is not limited to, participating in town halls or other community outreach, helping a child find his or her parent, providing death notifications and performing well-being checks on the sick, elderly or persons presumed missing, participating in training in a classroom setting, completing paperwork while alone or only in the presence of another law enforcement officer.

Body Worn Camera (BWC): An electronic camera system for creating, generating, sending, receiving, storing, displaying and processing audiovisual recordings that may be worn about the person of a law enforcement officer.

Business Offense: A petty offense for which the fine is in excess of \$1,000.

Law Enforcement-Related Encounters or Activities: Activities in which the member is enforcing the law, including traffic stops, pedestrian stops, arrests, searches, interrogations, investigations, pursuits, crowd control, traffic control, non-community caretaking interactions with an individual while on patrol, or any other instance in which the officer is enforcing the laws of the municipality, county, or State.

Minor Offense: A petty offence, business offense, or class C misdemeanor under the Illinois Vehicle Code or a similar provision of local ordinance.

Petty Offense: Any offense for which a sentence of imprisonment is not an authorized disposition.

PROCEDURE:

A. BWC Minimum Requirements

- 1 BWC recording devices must be equipped with pre-event recording, capable of recording at least the 30 seconds prior to camera activation.
- 2 BWC recording devices must be capable of recording for a period of at least 10 hours.

B. Member Privacy Expectation

All recordings made by members on any department-issued device at any time, and any recording made while acting in an official capacity of this department, regardless of ownership of the device it was made on, shall remain the property of the Riverwoods Police Department. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

C. Member Responsibilities

1. Prior to going into service or participating in a multi-jurisdictional task force (ex. NIPAS, MCAT, NORTAF, ILEAS), each uniformed member will be responsible for making sure that he/she is equipped with a portable recorder issued by the Department, and that the recorder is in good working order with sufficiently charged batteries. If the recorder is not in working order or the member becomes aware of a malfunction or technical difficulty at any time, the member shall promptly report the failure to his/her supervisor and obtain a functioning device as soon as reasonably practicable (50 ILCS 706/10-20).
2. Uniformed members should wear the BWC in a conspicuous manner, on the front of the officer's body, in the mid to upper torso region, or otherwise notify persons that they are being recorded, whenever reasonably practicable.
3. Any member assigned to a non-uniformed position may carry an approved BWC at anytime the member believes that such a device may be useful. Unless conducting a lawful recording in an authorized undercover capacity, non-uniformed members should wear the BWC in a conspicuous manner when in use or otherwise notify persons that they are being recorded, whenever reasonably practicable.
4. Members will document the existence of a recording in any report or other official record of the contact, including any instance where the recorder malfunctioned or the member deactivated the recording. Members will include the reason for deactivation.

5. When possible, officers should take reasonable efforts to position themselves and/or BWC devices to best record events.
6. Only agency issued BWC equipment is authorized. Officers are not permitted to use personally owned BWC equipment.

D. Activation of the Recording Device

This policy is not intended to describe every possible situation in which the portable recorder should be used, although there are many situations where its use is appropriate. Members should activate the recorder any time the member believes it would be appropriate or valuable to record an incident.

1. Officers shall ensure the BWC is on buffering mode during his/her tour of duty. This ensures that the previous 30 seconds of captured video is captured when the camera transitions to the event mode. Off mode may be used for brief periods while an officer needs momentary privacy (i.e., use of restroom). However, the camera should be taken out of off mode and put back into buffering mode as soon as practical.
2. Members wearing body-worn cameras and any clothing or any indication they are law enforcement shall have the body-worn camera turned on at all times while they are on duty and are responding to calls for service or engaged in law enforcement-related activities (50 ILCS 706/10-20).
3. Officers assigned a BWC shall activate the system from buffering mode to event mode to record an entire incident of law enforcement activities including, but not limited to:
 - a. All enforcement and investigative contacts, including stops, field interview situations, or arrests of any kind.
 - b. Traffic contacts including, but not limited to, traffic violations, traffic crash investigations, investigative stops, and stranded motorist assists.
 - c. Emergency driving situations and responses.
 - d. Execution of a search or arrest warrants.
 - e. Searches of any kind, including stop and frisks.
 - f. Foot and vehicle pursuits.
 - g. High risk situations.
 - h. Situations that may enhance the probability of evidenced based prosecution, such as crime scene searches, collection of evidence and processing.
 - i. Situations where the officer reasonably believes to serve a proper service. For example, recording the processing of an uncooperative arrestee or through the booking process.
 - j. During transport of detainees or persons not in police custody, regardless of gender.
 - k. During Miranda warnings and responses.
 - l. When obtaining statements made by citizens and suspects.
 - m. Any contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording.
 - n. Other incidents in which the officer reasonably believes should be recorded for law enforcement purposes.

4. If exigent circumstances prevent an officer from turning on a body-worn camera when required, the camera shall be turned on as soon as practicable (50 ILCS 706/10-20).
5. If an officer assigned a BWC participates in a law enforcement incident in which he/she reasonably believes should have been recorded and then becomes aware that the event was not recorded, the officer shall immediately notify their respective supervisor. The notification to the supervisor shall be in writing and include the reasons why the event was not recorded.
6. In the event of situations such as D(4) and D(5) above, or it would be deemed beneficial to have a recording which was not activated, supervisors will have the authority and ability to “record after the fact” utilizing the BWC’s buffering. Said recordings will not have the benefit of audio.
7. Members should remain sensitive to the dignity of all individuals being recorded and unless recording with a BWC is required, exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the member that such privacy may outweigh any legitimate law enforcement interest in recording. Requests by members of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording.
8. At no time is a member expected to jeopardize his/her safety in order to activate a portable recorder or change the recording media. However, the recorder should be activated in situations described above as soon as reasonably practicable.
9. In the event of emergency circumstances, supervisors and dispatch will have the authority and ability to remotely access and view live video of personnel. Emergency circumstances include, but are not limited to: An officer not answering their radio when called, an officer calling for assistance, etc. Officers shall be notified anytime their camera is remotely activated.

E. Cessation of Recording

1. Once activated, the portable recorder should remain on continuously until the member reasonably believes that the member's direct participation in the incident is complete or the situation no longer fits the criteria for activation. Recording may be stopped during significant periods of inactivity such as report writing or other breaks from direct participation in the incident.
2. BWCs shall be turned off when a victim, or a witness, or a community member reporting a crime requests that the camera be turned off. The request should be captured on the recording unless impractical or impossible. However, an officer may continue to record or resume recording a victim or witness if exigent circumstances exist or the officer has a reasonable articulable suspicion that the victim or witness has committed or is in the process of committing a crime. Under these circumstances, the officer should indicate on the recording the reason for continuing to record despite the request of the victim or witness (50 ILCS 706/10-20).

- 3 Members shall not record interactions with confidential informants unless exigent circumstances exist or the informant has or is committing a crime (50 ILCS 706/10-20).
- 4 BWCs may be placed into buffering mode when the officer is engaged in "community caretaking functions," as defined by the Law Enforcement Officer-Worn Body Camera Act. However, the camera must be turned on when the officer has reason to believe that the person on whose behalf the officer is performing a community caretaking function has committed or is the process of committing a crime. If exigent circumstances exist which prevent the camera from being turned on, the camera must be turned on as soon as practicable.
- 5 Department members are allowed to record individuals in private residences or other places where a reasonable expectation of privacy exists as long as there is a lawful reason for the presence of law enforcement officers. A subject who is being arrested, anywhere, does not have a reasonable expectation of privacy.
- 6 When entering a residence, there is a heightened degree and expectation of privacy. Officers should inform the resident that he or she is being recorded. If the resident wishes not to be recorded, this request should be documented by recording the request before the device is turned off. However, if an officer enters a dwelling without the consent of the resident, such as when serving a warrant, or when the officer is there based on an exception to the warrant requirement, recordings should be made of the incident until its conclusion. As a general rule, if the officer must legally ask permission to enter a premise, he or she should also inform the resident the event is being recorded.
- 7 When the subject does have a reasonable expectation of privacy, officers shall inform individuals that they are being audio and video recorded. Proof of notification must be evident in the recording and documented in the officer's police report. If exigent circumstances exist which prevent the camera from being turned on, the camera must be turned on as soon as practicable. Once the initial notice has been provided, the notice requirement has been satisfied, even when another individual becomes a party to the communication. If an officer is uncertain as to whether a reasonable expectation of privacy exists, the officer shall provide the aforementioned verbal notice.
- 8 Officers shall turn the BWC into buffering mode in locations where a reasonable expectation of privacy exists, unless required for capturing evidence or the officer reasonably believes it to serve a proper police purpose. Reasonable attempts shall be made to avoid recording persons other than the suspect.
- 9 Officers shall place the BWC into buffering mode during any conversations with ASA's or court related matters, to include pre-trial conferences, depositions, or any other activity in courtrooms.
- 10 BWCs worn by department members will be deactivated upon the order of the ranking supervisor that are involved at incident scenes that have been determined to be secure that are an officer-involved death investigation, firearm discharge, or any other use of force incident. Note: A scene may be considered secure when the offenders are in custody or otherwise not in the area, medical aid has been requested/administered or fire

personnel/paramedics are on the scene, the involved officers have been identified and the incident scene has been established. Members who are assigned as perimeter security at any secured crime scene do not have to have the BWC activated unless the scene assignment has a law enforcement-related function such as crowd control and other such public interaction.

F. Surreptitious Use of the Portable Recorder

- 1 Illinois law prohibits any individual from surreptitiously recording any conversation in which any party to the conversation has a reasonable belief that the conversation is private or confidential (720 ILCS 5/14-2). However, officers using body-worn cameras are not prohibited from recording a private conversation if the person is provided notice of the recording and proof of that notice is captured on the recording. If exigent circumstances exist that prevent the officer from providing notice, notice must be provided as soon as practicable (50 ILCS 706/10-20).
- 2 Members shall not surreptitiously record another department member without a court order unless lawfully authorized by the Chief of Police or an authorized designee.

G. Explosive Device Considerations

Many portable recorders, including BWCs and audio/video transmitters, emit radio waves that could trigger an explosive device. Therefore, these devices should not be used where an explosive device may be present.

H. Prohibited Use of Recorders

- 1 Members are prohibited from using department-issued BWCs and recording media for personal use and are prohibited from making personal copies of recordings created while on-duty or while acting in their official capacity.
- 2 Members are also prohibited from retaining recordings of activities or information obtained while on-duty, whether the recording was created with department-issued or personally owned recorders. Members shall not duplicate or distribute such recordings, except for authorized legitimate department business purposes. All such recordings shall be retained at the Department.
- 3 Recordings shall not be used by any member for the purpose of embarrassment, intimidation or ridicule.
- 4 Employees shall not edit, alter, erase, duplicate, copy, share, or otherwise distribute in any manner BWC recordings without prior written authorization by a supervisor. Any violations related to the unauthorized edits, alterations, and dissemination of this data shall be cause for disciplinary action. Nothing in this policy prohibits employees from labeling BWC video within a recording medium, provided that the labeling does not alter the actual recording of the incident captured on the BWC. Any labels, titles or tags shall not be construed as altering the BWC video in any way.

I. Identification and Preservation of Recordings

To assist with identifying and preserving data and recordings, members should download, tag or mark these in accordance with procedure and document the existence of the recording in any related case report. A member should transfer, tag or mark recordings when the member reasonably believes:

- 1 The recording contains evidence relevant to potential criminal, civil or administrative matters.
- 2 A complainant, victim or witness has requested non-disclosure.
- 3 A complainant, victim or witness has not requested non-disclosure but the disclosure of the recording may endanger the person.
- 4 Disclosure may be an unreasonable violation of someone's privacy.
- 5 Medical or mental health information is contained.
- 6 Disclosure may compromise an undercover officer or confidential informant.
- 7 The recording or portions of the recording may be protected under the Freedom of Information Act or the Law Enforcement Officer-Worn Body Camera Act (5 ILCS 140/7.5; 50 ILCS 706/10-20).
- 8 Any time a member reasonably believes a recorded contact may be beneficial in a non-criminal matter (e.g., a hostile contact), the member should promptly notify a supervisor of the existence of the recording.
- 9 Following the 90-day storage period, recordings may be used for training purposes. Officers who are aware that a particular recording may be useful for training should notify a supervisor who will review the recording to determine its feasibility as a training tool.
- 10 With respect to BWC recordings, the recording member and supervisor are prohibited from redacting, duplicating, or altering the recording (50 ILCS 706/10-20).

J. Retention of Recordings

- 1 All recordings other than those made with BWCs shall be retained for a period consistent with the requirements of the organization's records retention schedule but in no event for a period less than 90 days unless the recordings are made a part of an arrest or the recordings are deemed evidence in any criminal, civil, or administrative proceeding and then the recordings must only be destroyed upon a final disposition and an order from the court (720ILCS5/14-3(h-15)).
2. Recordings made on BWCs shall be retained for 90 days. Recordings shall not be altered, erased, or destroyed prior to the expiration of the 90-day storage period. In the event any recording is altered, erased, or destroyed prior to the expiration of the 90-day storage period, the Chief of Police or his/her designee shall maintain a written record including the

name of the individual who made such alteration, erasure, or destruction, and the reason for any such alteration, erasure, or destruction for one year (50 ILCS 706/10-20).

3. After the 90-day storage period, recordings must be destroyed unless any of the following occur (50 ILCS 706/10-20):
 - a. A formal or informal complaint has been filed.
 - b. The officer discharged a firearm or used force during the encounter.
 - c. Death or great bodily harm occurred to any person in the recording.
 - d. The encounter resulted in a detention or arrest other than a traffic stop resulting in only a minor traffic offense or a business offense.
 - e. The officer is the subject of an internal investigation or otherwise being investigated for possible misconduct.
 - f. The supervisor of the officer, prosecutor, defendant, or court determines that the encounter has evidentiary value in a criminal prosecution.
 - g. The recording officer requests that the video be retained for official purposes related to the officer's official duties.
 - h. A supervisor has reviewed and designated the recording for training purposes. If such a recording is used by the agency for training purposes, the recording shall be maintained as a training record for a period of 5 years.
4. Under these circumstances, the recording of the encounter shall not be altered or destroyed for two years. If the recording is used in a criminal, civil, or administrative proceeding, the recordings shall not be destroyed except upon a final disposition and order from the court.
5. Recordings may be retained any time a supervisor designates the recording for training purposes and may be viewed by officers, in the presence of a supervisor or training instructor, for the purposes of instruction, training, or ensuring compliance with department policies.

K. Release of Recorded Media Files

- 1 Requests for the release of audio/video recordings under the Freedom of Information Act (FOIA) are governed by 50 ILCS 706/10-20(b). Audio/video recordings may also be released to comply with Supreme Court rules or the rules of evidence (50 ILCS 706/10-20(c)).
- 2 Access to a person's juvenile crime records is much more restricted than access to adult crime records. Most juvenile crime records are confidential and access will be denied to the public and media. Access to juvenile records is usually only granted to certain persons

and organizations such as: local, state and federal law enforcement, prosecutors, court officials, parents, the juvenile's attorney. Recordings that capture criminal activity involving juvenile offenders will not be released to media or the general public.

L. Review of Recorded Media Files

- 1 When preparing written reports, members should review their recordings, and use them as a resource. However, members shall not retain personal copies of recordings. Members should not use the fact that a recording was made as a reason to write a less-detailed report. The existence of BWC video, and review of any BWC video content should be documented in an officer's official reports.
- 2 Supervisors are authorized to review relevant recordings any time they are investigating alleged misconduct or reports of meritorious conduct or whenever such recordings would be beneficial in reviewing a member's performance.
- 3 No member shall have access to or review the member's own BWC recordings or the BWC recordings of another officer prior to completing reports or other documentation when the member:
 - a. Has been involved in or is a witness to an officer-involved shooting, use of deadly force incident, or use of force incident resulting in great bodily harm.
 - b. Is ordered to write a report in response to or during the investigation of a misconduct complaint against the member.
- 4 If the member prepares a report related to the circumstances listed above, subject to a supervisor's approval, a member may file a supplemental report after viewing BWC recordings. The member shall document in the supplemental report that the member reviewed recordings (50ILCS 706/10-20).
- 5 Recorded files may also be reviewed:
 - a. Upon approval by a supervisor, any member of the Department who is participating in an official investigation, such as a personnel complaint, administrative investigation, or criminal investigation.
 - b. A recording officer's Field Training Officer for training and evaluation purposes.
 - c. A detective or investigator who is directly involved in the investigation of a matter.
 - d. Pursuant to lawful process or by court personnel who are otherwise authorized to review evidence in a related case.
 - e. By media personnel with permission of the Chief of Police or the authorized designee.
7. All recordings should be reviewed by the Chief of Police or his/her designee prior to public release. Recordings that unreasonably violate a person's privacy or sense of dignity should not be publicly released unless disclosure is required by law or order of the court.

M. Supervisor Responsibilities

1. Supervisors shall ensure officers equipped with BWCs utilize them in accordance to policy and training.
2. Upon receiving notice of any failure, technical difficulty or problems with a BWC or associated equipment, supervisors will make reasonable efforts to correct and/or repair the BWC equipment. Any such failures, technical difficulties or problems will be documented on the BWC Failure, Technical Difficulty or Problem spread sheet to assist with annual reporting mandates (Attachment A).
3. When a supervisor becomes aware that a recorded incident has the propensity to generate community interest, the supervisor shall review only those recordings relevant to their investigative scope and conduct further investigation that he/she deems appropriate. The supervisor is responsible for forwarding the information via the chain of command.
4. On a bi-monthly basis, designated supervisors will randomly review one traffic stop recording and one non-traffic related recording of subordinates under his/her responsibility to ensure that the equipment is operating properly and that officers are using the cameras appropriately and in accordance with policy, state laws and training. To ensure the selection of videos is made in a non-arbitrary manner, the Supervisors shall use the following process in selecting videos for review:
Supervisors shall document their review on the BWC Supervisor Review form (Attachment B).
5. Recordings may not be reviewed indiscriminately for disciplinary purposes. Recordings shall not be used to discipline law enforcement officers unless:
 - a. A formal or informal complaint of misconduct has been made;
 - b. A use of force incident has occurred;
 - c. The encounter on the recording could result in a formal investigation under the Uniform Peace Officers' Disciplinary Act; or
 - d. As corroboration of other evidence of misconduct.
6. Nothing in this section shall be construed to limit or prohibit a law enforcement officer from being subject to an action that does not amount to discipline.
7. Supervisors shall identify any areas in which additional training or guidance is required.
8. Recordings shall not be used to prepare performance evaluations, unless used for the purpose of correcting substandard employee performance that was brought to the supervisor's attention.
9. In general, minor infractions and minor deviations from department policy observed through review of the recordings will not be subject to the disciplinary process and will be treated as a training opportunity.

N. Annual Reporting

The Chief of Police, or his/her designee, shall prepare and submit a report to the Illinois Law Enforcement Training and Standards Board on or before May 1 of each year. The report shall contain a brief overview of the makeup of the department including:

1. The number of officers utilizing BWCs.
2. The number of BWCs utilized by the department.
3. Any technical issues with the equipment and how those issues were resolved.
4. A brief description of the review process used by supervisors within the department.
5. Any other information relevant to the administration of the program.

BY ORDER OF:

Bruce Dayno
Chief of Police
Riverwoods Police Department

Committee Reports

