



6-18 2024

BOT

FINAL

PACKET



BOARD OF TRUSTEES

Final Agenda
300 PORTWINE ROAD
RIVERWOODS, IL 60015
June 18, 2024

BOARD OF TRUSTEES MEETING

7:30 P.M.

Riverwoods.gov/streamBOT

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF MINUTES
 - a. Board of Trustees June 4, 2024
 - b. Executive Session June 4, 2024
5. FINANCE DIRECTOR'S REPORT
 - a. Approval of Bills
6. TREASURER'S REPORT
7. DIRECTOR OF COMMUNITY SERVICES REPORT
 - a. Status of Road Projects
8. CONSULTANTS' REPORTS
 - a. ATTORNEY'S REPORT
 - i. Status of Proposed Purchase of the Federal Life Property
 - b. ENGINEER'S REPORT
 - c. ECOLOGIST'S REPORT
9. PLAN COMMISSION REPORT
10. ZONING BOARD OF APPEALS REPORT
11. POLICE REPORT
12. FIRE DISTRICT REPORT
13. INFORMATION ITEMS & COMMENTS FROM THE PRESIDENT
 - a. Status Report on the South Lake Mosquito Abatement District
14. NEW BUSINESS
 - a. Approval of a Contract with Comcast for Fiber Communications Service at Village facilities
 - b. Approval of an Ordinance Authorizing a Continuing Senior Exemption from Sewer Utility Service Surcharge
 - c. Approval of an Ordinance Authorizing the Sale of Surplus Personal Property Owned by the Village of Riverwoods (surplus police vehicle)
 - d. Approval of a Deduct Change Order for the Saunders Road Water Main Replacement Project in the Amount of \$71,208.75

- e. Approval of an Ordinance Authorizing the Purchase of Certain Real Property in the Village of Riverwoods (Federal Life property at 3750 Deerfield Road)
 - f. Approval of Resolution Approving an Intergovernmental Agreement Concerning the Development of a New Fire Station
 - g. Approval of an Ordinance Granting A Variation Under the Riverwoods Zoning Ordinance for 2750 Forest Glen Trail
15. OLD BUSINESS
16. VISITORS WISHING TO ADDRESS THE BOARD
17. EXECUTIVE SESSION
- a. Litigation, Acquisition, Property, and Personnel
18. ESTABLISH TIME AND DATE FOR NEXT MEETING
- a. Board of Trustees Regular Meeting July 2, 2024, 7:30 PM
19. ADJOURNMENT

Minutes

Village of Riverwoods
Board of Trustees Meeting
June 4, 2024
Draft

Present:

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

Also Present:

Bruce Dayno, Police Chief
Bruce Huvad, Village Attorney
Dani Moore, Village Clerk
Stephen Witt, Director of Community Services
Tony Vasquez, Finance Director
Tom Krueger, Fire Chief

The meeting was called to order at 7:30 pm

Document Approval

Trustee Hollander moved to approve the minutes of the May 21 2024 Board of Trustees meeting. Trustee Jamerson seconded the motion. The motion passed unanimously on a voice vote.

Trustee Hollander moved to approve the release of the May 7, 2023 Executive Session minutes. Trustee Jamerson seconded the motion. The motion passed unanimously on a voice vote.

Finance Director's Report

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

AYES: Clayton, Dikin, Eastmond, Hollander, Jamerson, Smith (6)
NAYS: None (0)

Director Vasquez is continuing to review the audit draft.

May was open enrollment for the Village employees' health insurance program. The State (insurance provider) updated their pricing which was communicated to the employees. Director Vasquez has begun a project to review current coverage and pricing to ensure best pricing and coverage for our employees.

The Director noted that the current agreement with Comcast for service at the Village Hall and Police Station expires at the end of this year. Director Vasquez and Chief Dayno exploring fiber Internet connection.

Director Vasquez and the Mayor participated in a Mayor's round table hosted by Representative Brad Schneider. There are follow-up meetings planned with his staff.

Director of Community Services Report

Status of Road Projects

Saunders Road – Director Witt reported the Village Engineer did a walkthrough this morning and there is still a small punch list.

Status of Administrative Adjudication Activities

There have not been any hearings since the last Board of Trustees meeting.

Storm Water Management Committee Report

Director Witt provided a report from the Committee. Generally, the Committee will continue to look into the prioritization of projects, alternative solutions recognizing the limitations of cost and terrain, and phasing of projects. Village Staff will follow up these issues, and may also explore designing a new scope of services for continuing the project.

Director Witt noted that Lake County Department of Transportation (LCDOT) is holding a virtual public forum on improvements on Riverwoods Road and Duffy Lane between June 12 and July 12, 2024. Discussed were the status of pathways and notifications on when work is to begin.

Village Attorney's Report

Status of Proposed Purchase of the Federal Life Property

The Village received a purchase contract for the Federal Life property which will be discussed in closed session. Ideally, he would like to have both the Fed Life purchase contract and Intergovernmental Agreement with the Fire District documents ready for approval and execution at the next Board meeting.

Plan Commission Report

Plan Commission Chairperson Laurie Breitkopf reported the Plan Commission will meet on June 6, 2024 to discuss two applications for property consolidations under the Subdivision Ordinance and, time permitting, an initial draft of the PUD Ordinance.

Zoning Board of Appeals Report

ZBA Chairperson Sherry Graditor reported the ZBA will meet a week from Thursday.

Police Report

Chief Dayno reported the police activity is attached to the end of the minutes. The Flock camera system was recently used in 2 events: locating a perpetual speeder on Oakhurst; and alerting officers to the presence of a stolen car moving through the Village.

Fire Protection District Report

Chief Krueger is meeting with Representative Schneider to explore possible funding opportunities for the new fire station. He met with the Sustainability Committee on Monday and discussed some green energy projects, especially as it applies to the new fire station.

Information Items from the President

1. Upcoming BOT Meeting Dates (July, August, September)

Mayor Ford asked the Trustees to email with any planned absences during that period.

New Business

1. Discussion and Approval of a Sustainability Task Force Naming Co-Chairs

This resident-initiated effort has gained the interest of several trustees who have joined in the meetings. There was concern raised regarding the requirements of the Open Meetings Act (OMA). Mr. Huvard explained the OMA treats a meeting as the majority of a quorum which is 3 Trustees. There are potential liabilities for officials that violate the OMA. Discussion that followed focused on the requirements of the OMA, and the intention (and limitation) not to use Village Staff for the Task Force's work, and whether or not the Task Force should become a Committee of the Board.

Trustee Clayton moved to approve the Sustainability Task Force as a Board committee with no Staff support expectations. Trustee Smith seconded the motion. The motion passed by the following vote:

AYES: Clayton, Dikin, Eastmond, Jamerson, Smith (5)

NAY: Hollander (1)

Trustee Clayton moved to name Laurie Breitkopf and Julie Varvaro as the Co-Chairs if the Committee. Trustee Smith seconded the motion. The motion passed unanimously on a voice vote.

2. Approval of Electrical Aggregation Agreement

Director Witt reported the Village's term in the Municipal Aggregation Program expires on August 31, 2024 and the Village needs to decide whether to extend the program, the term of the extension and which power supplier to use. Mike Mudge from River Rock Energy Services, Co. who act as the Village's consultant in this matter, procured two bids from suppliers with 1-, 2-, or 3-year extensions of the program. Discussion that followed addressed differences in provider rates compared to those of ComEd, term of contract, green energy options including solar, and resident choice including opting out.

Trustee Clayton moved to approve 2-year rate with Nordic Energy. Trustee Hollander seconded the motion.

Further discussion focused on communication to residents, and connection with the new Sustainability Committee,

The motion passed by the following vote:

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

NAYS: None (0)

3. Approval of the Appointment of Shelly Brown to the Zoning Board of Appeals

Trustee Jamerson Clayton moved to approve the appointment of Shelly Brown to the Zoning Board of Appeals. Trustee seconded the motion. The motion passed unanimously on a voice vote.

4. Approval of a Change Order for the Saunders Road Project in the amount of \$12,800

Director Witt explained during the excavation, it was discovered that the location of the existing water main and gas line were up to 20 feet off what was on the record. Additional water valves and fittings were required to relocate the existing lines.

Trustee Jamerson moved to approve the change order for the Saunders Road project in the amount of \$12,800. Trustee Dikin seconded the motion. The motion passed by the following vote:

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

NAYS: None (0)

Old Business

There was no Old Business.

Visitors wishing to address the Board

David Shimberg noted he has a long term contract with a solar provider and receives a discount off the ComEd rates.

Committee Reports

Communications – Trustee Dikin has setup a dedicated Economic Development page on the website for Village projects. She is also drafting a social media policy for the Village.

Executive Session

Pursuant to Section 2(C)5 of the Open Meetings Act, Trustee Jamerson moved to go into Closed Session to discuss acquisition of the Federal Life property. Trustee Smith seconded the motion. The motion passed by the following vote:

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

NAYS: None (0)

The meeting was adjourned into Closed Session at 8:45 pm.

The Board went back into Open Session at 9:20

Adjournment

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

The meeting was adjourned at 9:25pm

The next regular meeting of the Board of Trustees will take place on June 18, 2024 at 7:30 pm.

Respectfully submitted,

Transcribed by:
Jeri Cotton

Attachments:
Police Report



Riverwoods Police Incident Analysis Report Summary by Incident Type 6/4/2024

Activity Through May 29th of Each Year

| Incident Type | 2024 YTD | This Time 2023 YTD |
|--|----------|-----------------------|
| 46 (7503) (Mortorist Assist) | 41 | 32 |
| 50 PD (7572) (Crash Property Damage) | 33 | 29 |
| 50 PI (7571) (Crash Personal Injury) | 9 | 11 |
| 50 Priv Prop (7573) (Crash Private Property) | - | 3 |
| 911 Hang up (7911) | 15 | 3 |
| Ambulance (7021) | 160 | 143 |
| Animal Problem (7245) | 26 | 17 |
| AQA (7001) | 64 | 72 |
| Armed Robbery (0310) | - | - |
| Assault (0500) | - | - |
| Attempt Suicide (7221) | - | - |
| Battery - Simple (0460) | - | 1 |
| Battery (0400) | 1 | 1 |
| Burg - From Motor Veh (0760) | - | - |
| Burglar Alarm (7082) | 106 | 121 |
| Burglary - Residential (0625) | - | 3 |
| Burglary (0600) | - | 1 |
| Cell 911 (7912) | 1 | - |
| Child Seat Inspect (7042) | - | 2 |
| Construction Comp (7078) | - | 1 |
| Controlled Substance (2000) | - | - |
| Credit Card Fraud (1150) | - | 1 |
| Crim Damage to Prop (1310) | 2 | 6 |
| Crim Sexual Assault (1563) | - | - |
| Crim Trespass to Land (1330) | 2 | 1 |
| Crim Trespass to Veh (1360) | - | - |
| Death Investigation (7231) | - | 1 |
| Deceptive Practice (1110) | 4 | 4 |
| Domestic Battery (0486) | - | - |
| Domestic Trouble (7130) | 6 | 12 |
| DUI (2410) | 13 | 19 |
| Fingerprinting (7039) | 6 | 7 |
| Fire Alarm (0733) | 17 | 19 |
| Fire Call (7024) | 28 | 19 |
| Fireworks Complaints (3001) | 1 | 1 |
| Forgery (1120) | - | - |
| Found Animal (7246) | 3 | 2 |
| Found Prop. (7156) | 4 | 3 |
| Harassment by Telephone (2825) | 1 | 1 |
| Hold Up Alarm (7083) | 9 | 11 |
| Identity Theft (7198) | 6 | 4 |
| Lock out - Vehicle (7051) | 11 | 5 |
| Lost / Mislaid Prop (7144) | 2 | 2 |
| Missing Person (7178) | - | 1 |
| Noise Comp (7078) | 6 | 8 |
| Notification (7049) | 6 | 8 |
| Other Comp (7079) | 23 | 32 |
| Other Investigation (7199) | 13 | 13 |

| Incident Type | 2024 YTD | This Time 2023 YTD |
|------------------------------------|-----------------|-------------------------------|
| Other Trouble (7139) | 1 | 1 |
| Parking Complaint (7522) | 3 | 3 |
| Premise Exam (7041) | 744 | 743 |
| Public Service (7040) | 27 | 25 |
| Roadway Debris (7250) | 21 | 12 |
| Solicitor (7063) | - | 10 |
| Suicide (7211) | - | - |
| Suspicious Auto (7123) | 21 | 27 |
| Suspicious Person (7123) | 12 | 15 |
| Telephone Threat (2820) | - | - |
| Theft from Motor Veh (0710) | - | - |
| Theft of Motor Veh (0910) | - | 1 |
| Theft Over \$500 (0815) | 2 | 2 |
| Theft Under \$500 (0825) | 2 | 2 |
| Traffic Complaint (7521) | 22 | 21 |
| Turned in Weapon/Ammo (7160) | 1 | 1 |
| Village Ord. Violation (7500) | 5 | 9 |
| Well Being Check (7045) | 30 | 19 |
| Total: | 1510 | 1511 |
| Crime Prevention Notices | 252 | 270 |
| Case Reports | 78 | 75 |
| Traffic Stops | 931 | 708 |
| Number of Citations issued | 359 | 281 |
| Number of Persons Issued Citations | 273 | 186 |

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

Bills



VILLAGE OF
RIVERWOODS
 ESTD 1959

June 14, 2024

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

FROM: Moses Diaz

RE: Council Report for June 18, 2024

Attached are the Invoices for approval at the June 18, 2024 BOT Meeting:

| Fund Number | Fund Name | Total |
|------------------------------|---------------------------|---------------------|
| 001 | General Fund | \$109,591.46 |
| 126 | SSA 26 | \$1,620.00 |
| 128 | SSA 28 | \$660.00 |
| 131 | SSA 31 | \$120.00 |
| 501 | Water Fund | \$106,775.86 |
| 502 | Sewer Fund | \$1,144.34 |
| 504 | TIF# 2 – Federal Life | \$18,375.00 |
| 505 | Capital Project Fund | \$13,169.00 |
| 702 | Chudy Subdivision – Legal | \$2,625.00 |
| TOTAL TO BE APPROVED: | | \$254,080.66 |

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 06/03/2024 - 06/14/2024

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 0007 - AMERICAN TAXI DISPATCH, INC. | | | | | | | |
| 205548N 00016463 | AMERICAN TAXI DISPATCH, INC. 5 SENIOR/DISABLED TAXI VOUCHERS 001-101-50600 | 06/07/2024 MDIAZ | | 27.50 | 27.50 | Open | N 06/11/2024 |
| | | 5 SENIOR/DISABLED TAXI VOUCHERS | | 27.50 | | | |
| Total Vendor 0007 - AMERICAN TAXI DISPATCH, INC. | | | | <u>27.50</u> | <u>27.50</u> | | |
| Vendor 0320 - B&F CONSTRUCTION CODE SERVICES | | | | | | | |
| 19329 00016462 | B&F CONSTRUCTION CODE SERVICES INSPECTIONS, APRIL 2024 001-102-50345 | 06/03/2024 MDIAZ | | 2,326.64 | 2,326.64 | Open | N 06/11/2024 |
| | | INSPECTIONS, APRIL 2024 | | 2,326.64 | | | |
| Total Vendor 0320 - B&F CONSTRUCTION CODE SERVICES | | | | <u>2,326.64</u> | <u>2,326.64</u> | | |
| Vendor 0407 - BACKFLOW SOLUTIONS INC | | | | | | | |
| 9265 00016444 | BACKFLOW SOLUTIONS INC ANNUAL BSI ONLINE SUBSCRIPTION 001-101-50610 | 06/01/2024 MDIAZ | | 495.00 | 495.00 | Open | N 06/06/2024 |
| | | ANNUAL BSI ONLINE SUBSCRIPTION | | 495.00 | | | |
| Total Vendor 0407 - BACKFLOW SOLUTIONS INC | | | | <u>495.00</u> | <u>495.00</u> | | |
| Vendor 0751 - BAXTER & WOODMAN NATURAL RESOURCES LLC | | | | | | | |
| 0259379 00016441 | BAXTER & WOODMAN NATURAL RESOURCES FORESTER SERVICES, MAY 2024 001-102-50350 | 05/20/2024 MDIAZ | | 5,827.99 | 5,827.99 | Open | N 06/05/2024 |
| | | ECOLOGIST/FORESTER EXPENSE | | 5,827.99 | | | |
| 0259905 00016453 | BAXTER & WOODMAN NATURAL RESOURCES 2024 WOODLAND STEWARDSHIP - CONTRACT AMT 001-106-50810 | 05/31/2024 MDIAZ | | 11,500.00 | 11,500.00 | Open | N 06/10/2024 |
| | | ECOLOGIST/FORESTER CONSULT | | 11,500.00 | | | |
| Total Vendor 0751 - BAXTER & WOODMAN NATURAL RESOURCES LLC | | | | <u>17,327.99</u> | <u>17,327.99</u> | | |
| Vendor 0043 - BRUCE DAYNO | | | | | | | |

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 06/03/2024 - 06/14/2024

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 0043 - BRUCE DAYNO | | | | | | | |
| 240523XREIMB 00016420 | BRUCE DAYNO CELL PHONE REIMBURSEMENT 001-110-50520 | 05/23/2024 MDIAZ CELL PHONE REIMBURSEMENT | | 50.00 50.00 | 50.00 | Open | N 06/04/2024 |
| Total Vendor 0043 - BRUCE DAYNO | | | | <u>50.00</u> | <u>50.00</u> | | |
| Vendor 0020 - CANON SOLUTIONS AMERICA INC | | | | | | | |
| 6008177014 00016454 | CANON SOLUTIONS AMERICA INC COPIER MAINTENANCE 001-101-60511 | 05/31/2024 MDIAZ COPIER MAINTENANCE | | 178.90 178.90 | 178.90 | Open | N 06/10/2024 |
| 6008185222 00016455 | CANON SOLUTIONS AMERICA INC COPIER MAINTENANCE 001-101-60511 | 05/31/2024 MDIAZ COPIER MAINTENANCE | | 17.45 17.45 | 17.45 | Open | N 06/10/2024 |
| Total Vendor 0020 - CANON SOLUTIONS AMERICA INC | | | | <u>196.35</u> | <u>196.35</u> | | |
| Vendor MISC - CASSIE SCHWARTZ | | | | | | | |
| 240606CASSIESCH 00016443 | CASSIE SCHWARTZ COST SHARE REIMBURSEMENT - NATIVE TREE 001-106-50850 | 06/06/2024 MDIAZ NATIVE TREE & SHRUB PLANTING | | 1,370.28 1,370.28 | 1,370.28 | Open | N 06/06/2024 |
| Total Vendor MISC - CASSIE SCHWARTZ | | | | <u>1,370.28</u> | <u>1,370.28</u> | | |
| Vendor 0026 - CHASE BANK | | | | | | | |

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 06/03/2024 - 06/14/2024

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 0026 - CHASE BANK | | | | | | | |
| 240603 | CHASE BANK | 06/03/2024 | | 3,216.83 | 3,216.83 | Open | N |
| 00016461 | CREDIT CARD CHARGES | MDIAZ | | | | | 06/10/2024 |
| | 001-101-50620 | TRAVEL & MEETING EXPENSE | | 365.16 | | | |
| | 001-101-60510 | OFFICE EXPENSE | | 1,062.60 | | | |
| | 001-101-60700 | VILLAGE EVENTS | | 60.89 | | | |
| | 001-110-50630 | TRAINING EXPENSE | | 295.95 | | | |
| | 001-101-60543 | SOFTWARE - MAINTENANCE | | 619.50 | | | |
| | 001-110-60510 | OFFICE EXPENSE | | 103.75 | | | |
| | 001-110-50510 | POSTAGE EXPENSE | | 69.99 | | | |
| | 001-101-50630 | TRAINING EXPENSE | | 68.00 | | | |
| | 001-110-50070 | POLICE OFFICERS EQUIP. | | 0.99 | | | |
| | 001-101-50610 | MEMBERSHIP/SUBSCRIPTION | | 90.00 | | | |
| | 001-101-90900 | INTERNATIONAL CODE COUNCIL - BOOKS | | 480.00 | | | |
| Total Vendor 0026 - CHASE BANK | | | | 3,216.83 | 3,216.83 | | |
| Vendor 0031 - CHRISTOPHER B. BURKE | | | | | | | |
| 192620 | CHRISTOPHER B. BURKE | 06/05/2024 | | 117.50 | 117.50 | Open | N |
| 00016445 | WETLAND REVIEW, 1500 SAUNDERS RD, 04/28/ | MDIAZ | | | | | 06/06/2024 |
| | 001-102-50360 | WETLAND REVIEW, 1500 SAUNDERS RD | | 117.50 | | | |
| Total Vendor 0031 - CHRISTOPHER B. BURKE | | | | 117.50 | 117.50 | | |
| Vendor 0718 - COMCAST BUSINESS | | | | | | | |
| 240526 | COMCAST BUSINESS | 05/26/2024 | | 220.88 | 220.88 | Open | N |
| 00016425 | INTERNET | MDIAZ | | | | | 06/04/2024 |
| | 502-000-50710 | INTERNET | | 220.88 | | | |
| 240601 | COMCAST BUSINESS | 06/01/2024 | | 68.65 | 68.65 | Open | N |
| 00016456 | OFF-SITE LIFT STATION - 644 THORNGATE LN | MDIAZ | | | | | 06/10/2024 |
| | 502-000-50520 | OFF-SITE LIFT STATION - 644 THORNGATE LN | | 68.65 | | | |
| Total Vendor 0718 - COMCAST BUSINESS | | | | 289.53 | 289.53 | | |
| Vendor 0038 - COMED | | | | | | | |

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 06/03/2024 - 06/14/2024

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 | | | | | | | |
| 240605COMEDX842 | | | | | | | |
| 00016464 | COMED | 06/05/2024 | | 203.67 | 203.67 | Open | N |
| | UTILITY EXPENSE - ELECTRIC | MDIAZ | | | | | 06/11/2024 |
| | 001-104-50720 | STREET LIGHTING | | 203.67 | | | |
| 240605COMEDX322 | | | | | | | |
| 00016465 | COMED | 06/05/2024 | | 27.12 | 27.12 | Open | N |
| | UTILITY EXPENSE - ELECTRIC | MDIAZ | | | | | 06/11/2024 |
| | 502-000-50710 | UTILITY EXPENSE - ELECTRIC | | 27.12 | | | |
| 240605COMEDX125 | | | | | | | |
| 00016466 | COMED | 06/05/2024 | | 60.39 | 60.39 | Open | N |
| | UTILITY EXPENSE - ELECTRIC | MDIAZ | | | | | 06/11/2024 |
| | 502-000-50710 | UTILITY EXPENSE - ELECTRIC | | 60.39 | | | |
| 240605COMEDX665 | | | | | | | |
| 00016467 | COMED | 06/05/2024 | | 84.17 | 84.17 | Open | N |
| | UTILITY EXPENSE - ELECTRIC | MDIAZ | | | | | 06/11/2024 |
| | 502-000-50710 | UTILITY EXPENSE - ELECTRIC | | 84.17 | | | |
| 240606COMEDX682 | | | | | | | |
| 00016488 | COMED | 06/06/2024 | | 366.79 | 366.79 | Open | N |
| | UTILITY EXPENSE - ELECTRIC | MDIAZ | | | | | 06/13/2024 |
| | 502-000-50710 | UTILITY EXPENSE - ELECTRIC | | 366.79 | | | |
| Total Vendor 0038 - COMED | | | | 742.14 | 742.14 | | |
| Vendor 0041 - DAILY HERALD MEDIA GROUP | | | | | | | |
| 291407 | | | | | | | |
| 00016424 | DAILY HERALD MEDIA GROUP | 06/03/2024 | | 110.40 | 110.40 | Open | N |
| | PUBLIC HEARINGS | MDIAZ | | | | | 06/04/2024 |
| | 001-101-50570 | ADVERTISING EXPENSE - LEGAL | | 110.40 | | | |
| Total Vendor 0041 - DAILY HERALD MEDIA GROUP | | | | 110.40 | 110.40 | | |
| Vendor 0237 - DAVEY TREE EXPERT COMPANY | | | | | | | |
| 918574962 | | | | | | | |
| 00016415 | DAVEY TREE EXPERT COMPANY | 05/31/2024 | | 2,250.00 | 2,250.00 | Open | N |
| | TREE REMOVAL - 05/29/2024 | MDIAZ | | | | | 06/04/2024 |
| | 001-102-50351 | TREE REMOVAL - 05/29/2024 | | 2,250.00 | | | |
| Total Vendor 0237 - DAVEY TREE EXPERT COMPANY | | | | | | | |

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 06/03/2024 - 06/14/2024

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 0237 - DAVEY TREE EXPERT COMPANY | | | | | | | |
| | | | | 2,250.00 | 2,250.00 | | |
| Vendor 0520 - DAVID G.ETERNO | | | | | | | |
| 10510 | | | | | | | |
| 00016428 | DAVID G.ETERNO | 05/31/2024 | | 543.75 | 543.75 | Open | N |
| | ADMINISTRATIVE ADJUDICATION HEARINGS - M MDIAZ | | | | | | 06/04/2024 |
| | 001-102-50329 | ADMIN.HEARING - JUDGE | | 543.75 | | | |
| Total Vendor 0520 - DAVID G.ETERNO | | | | <u>543.75</u> | <u>543.75</u> | | |
| Vendor 0276 - DIGITAL CURRENCY SYSTEMS | | | | | | | |
| QB119430 | | | | | | | |
| 00016426 | DIGITAL CURRENCY SYSTEMS | 06/01/2024 | | 1,053.01 | 1,053.01 | Open | N |
| | IT CONSULTANT - MONTHLY RETAINER | MDIAZ | | | | | 06/04/2024 |
| | 001-101-50365 | IT CONSULTANT - MONTHLY RETAINER | | 1,053.01 | | | |
| Total Vendor 0276 - DIGITAL CURRENCY SYSTEMS | | | | <u>1,053.01</u> | <u>1,053.01</u> | | |
| Vendor 0049 - ERNIE'S WRECKER SERVICE | | | | | | | |
| 248946 | | | | | | | |
| 00016431 | ERNIE'S WRECKER SERVICE | 05/29/2024 | | 77.89 | 77.89 | Open | N |
| | 2023 FORD POLICE INTERCEPTOR BLACK #67 - MDIAZ | | | | | | 06/04/2024 |
| | 001-110-50010 | 2023 FORD INTERCEPTOR BLACK #67 - OIL CH | | 77.89 | | | |
| 248980 | | | | | | | |
| 00016432 | ERNIE'S WRECKER SERVICE | 05/31/2024 | | 85.78 | 85.78 | Open | N |
| | 2019 CHEVY TAHOE BLACK #60 - OIL CHANGE | MDIAZ | | | | | 06/04/2024 |
| | 001-110-50010 | 2019 CHEVY TAHOE BLACK #60 - OIL CHANGE | | 85.78 | | | |
| Total Vendor 0049 - ERNIE'S WRECKER SERVICE | | | | <u>163.67</u> | <u>163.67</u> | | |
| Vendor 0050 - FAST SIGNS | | | | | | | |
| 138-125065 | | | | | | | |
| 00016460 | FAST SIGNS | 05/29/2024 | | 449.63 | 449.63 | Open | N |
| | NOTICE OF PUBLIC HEARING - INSTALL AT 19 MDIAZ | | | | | | 06/10/2024 |
| | 001-101-50210 | SIGNS | | 449.63 | | | |
| Total Vendor 0050 - FAST SIGNS | | | | <u>449.63</u> | <u>449.63</u> | | |
| Vendor 0056 - GARVEY'S OFFICE PRODUCTS | | | | | | | |

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|---|--|--|----------|------------------|------------|--------|---------------------|
| Vendor 0056 - GARVEY'S OFFICE PRODUCTS | | | | | | | |
| PINV2577330 00016417 | GARVEY'S OFFICE PRODUCTS OFFICE SUPPLIES 001-101-60510 | 06/04/2024 MDIAZ OFFICE SUPPLIES | | 139.35 139.35 | 139.35 | Open | N 06/04/2024 |
| PINV2580693 00016468 | GARVEY'S OFFICE PRODUCTS OFFICE SUPPLIES 001-101-60510 | 06/12/2024 MDIAZ OFFICE SUPPLIES | | 19.29 19.29 | 19.29 | Open | N 06/12/2024 |
| PINV2580610 00016469 | GARVEY'S OFFICE PRODUCTS OFFICE SUPPLIES 001-101-60510 | 06/12/2024 MDIAZ OFFICE SUPPLIES | | 184.69 184.69 | 184.69 | Open | N 06/12/2024 |
| PINV2580674 00016487 | GARVEY'S OFFICE PRODUCTS OFFICE SUPPLIES 001-110-60510 | 06/12/2024 MDIAZ OFFICE SUPPLIES | | 23.58 23.58 | 23.58 | Open | N 06/12/2024 |
| PINV2581151 00016489 | GARVEY'S OFFICE PRODUCTS OFFICE SUPPLIES 001-101-60510 | 06/13/2024 MDIAZ OFFICE SUPPLIES | | 93.51 93.51 | 93.51 | Open | N 06/13/2024 |
| Total Vendor 0056 - GARVEY'S OFFICE PRODUCTS | | | | 460.42 | 460.42 | | |

Vendor 0057 - GEWALT HAMILTON

| | | | | | | | |
|---|--|---|--|----------------------|----------|------|-----------------|
| 9770.002 - 16 00016470 | GEWALT HAMILTON GENERAL VILLAGE ENGINEERING 001-101-50320 | 05/31/2024 MDIAZ ENGINEER EXPENSE | | 8,096.95 8,096.95 | 8,096.95 | Open | N 06/12/2024 |
| 9770.003 - 6 00016471 | GEWALT HAMILTON DEERFIELD ROAD COORDINATION 001-104-50320 | 05/31/2024 MDIAZ ENGINEER EXPENSE | | 352.00 352.00 | 352.00 | Open | N 06/12/2024 |
| 9770.010 - 7 00016472 | GEWALT HAMILTON 1400 SAUNDERS DEVELOPMENT - REIMBURSABLE 001-101-50320 | 05/31/2024 MDIAZ ENGINEER EXPENSE | | 264.00 264.00 | 264.00 | Open | N 06/12/2024 |

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|--------------------------------------|--|---|----------|------------------------|------------|--------|---------------------|
| Vendor 0057 - GEWALT HAMILTON | | | | | | | |
| 9770.011 - 4 00016473 | GEWALT HAMILTON POLICE STATION 2024 PATHWAY IMPROVEMENTS MDIAZ 001-101-50320 | 05/31/2024 ENGINEER EXPENSE | | 616.00 616.00 | 616.00 | Open | N 06/12/2024 |
| 9770.150 - 13 00016474 | GEWALT HAMILTON ROAD PROGRAM 001-104-50320 | 05/31/2024 MDIAZ ENGINEER EXPENSE | | 5,792.00 5,792.00 | 5,792.00 | Open | N 06/12/2024 |
| 9770.126 - 308 00016475 | GEWALT HAMILTON ROAD PROGRAM - SSA 26, KENILWOOD STREETS MDIAZ 126-000-50320 | 05/31/2024 ENGINEER EXPENSE | | 1,620.00 1,620.00 | 1,620.00 | Open | N 06/12/2024 |
| 9770.128 - 239 00016476 | GEWALT HAMILTON ROAD PROGRAM - SSA 28, S. ROBINWOOD STRE MDIAZ 128-000-50320 | 05/31/2024 ENGINEER EXPENSE | | 660.00 660.00 | 660.00 | Open | N 06/12/2024 |
| 9770.131 - 1 00016477 | GEWALT HAMILTON ROAD PROGRAM - SSA 31, SHERRY/HAZELNUT S MDIAZ 131-000-50320 | 05/31/2024 ENGINEER EXPENSE | | 120.00 120.00 | 120.00 | Open | N 06/12/2024 |
| 9770.264 - 14 00016478 | GEWALT HAMILTON IEPA MS4 INSPECTION COORDINATION MDIAZ 001-104-50433 | 05/31/2024 POLUTION CONTROL/ NPDES | | 100.00 100.00 | 100.00 | Open | N 06/12/2024 |
| 9770.700 - 10 00016479 | GEWALT HAMILTON SEWER 502-000-50320 | 05/31/2024 MDIAZ ENGINEER EXPENSE | | 308.00 308.00 | 308.00 | Open | N 06/12/2024 |
| 9770.604 - 46 00016480 | GEWALT HAMILTON WATER SYSTEM OPERATIONS MDIAZ 501-000-50320 | 05/31/2024 ENGINEER EXPENSE | | 16,364.00 16,364.00 | 16,364.00 | Open | N 06/12/2024 |
| 9770.606 - 16 00016481 | GEWALT HAMILTON UTILITY BILLING MDIAZ 501-000-50320 | 05/31/2024 ENGINEER EXPENSE | | 3,348.00 3,348.00 | 3,348.00 | Open | N 06/12/2024 |

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|---|---|---|----------|------------------------|------------------|--------|---------------------|
| Vendor 0057 - GEWALT HAMILTON | | | | | | | |
| 9770.600 - 5 00016482 | GEWALT HAMILTON WATER OPS GENERAL 501-000-50320 | 05/31/2024 MDIAZ ENGINEER EXPENSE | | 140.00 140.00 | 140.00 | Open | N 06/12/2024 |
| 9770.401 - 13 00016483 | GEWALT HAMILTON GENERAL GIS 001-101-50320 | 05/31/2024 MDIAZ ENGINEER EXPENSE | | 449.50 449.50 | 449.50 | Open | N 06/12/2024 |
| 9770.524 - 3 00016484 | GEWALT HAMILTON ASSORTED LOT REVIEWS 2024 001-102-50320 | 05/31/2024 MDIAZ ENGINEER EXPENSE | | 1,463.00 1,463.00 | 1,463.00 | Open | N 06/12/2024 |
| 9770.609 - 6 00016485 | GEWALT HAMILTON SAUNDERS ROAD PH II 505-000-90520 | 05/22/2024 MDIAZ SAUNDERS ROAD PH II | | 12,284.00 12,284.00 | 12,284.00 | Open | N 06/12/2024 |
| 9770.348 - 16 00016486 | GEWALT HAMILTON SAUNDERS RD WATER MAIN REPLACEMENT 501-000-80202 | 05/31/2024 MDIAZ SAUNDERS RD WATER MAIN REPLACEMENT | | 14,385.00 14,385.00 | 14,385.00 | Open | N 06/12/2024 |
| Total Vendor 0057 - GEWALT HAMILTON | | | | <u>66,362.45</u> | <u>66,362.45</u> | | |
| Vendor 0061 - HALLORAN & YAUCH INC | | | | | | | |
| 34860 00016446 | HALLORAN & YAUCH INC TURN ON DRINKING FOUNTAIN, REPLACE FILTE 001-101-50120 | 06/07/2024 MDIAZ TURN ON DRINKING FOUNTAIN | | 390.00 390.00 | 390.00 | Open | N 06/06/2024 |
| Total Vendor 0061 - HALLORAN & YAUCH INC | | | | <u>390.00</u> | <u>390.00</u> | | |
| Vendor 0034 - HUVARD LAW FIRM | | | | | | | |
| 300.001.041 00016421 | HUVARD LAW FIRM LEGAL EXPENSE - GENERAL MATTERS 001-101-50330 | 06/03/2024 MDIAZ LEGAL EXPENSE | | 7,080.00 7,080.00 | 7,080.00 | Open | N 06/04/2024 |

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|---|--|----------------------------|----------|------------------|------------------|--------|---------------------|
| Vendor 0034 - HUWARD LAW FIRM | | | | | | | |
| 300.504.001.013 00016422 | HUWARD LAW FIRM TIF#2 - COLONIAL COURT, FEDRAL LIFE, SHO MDIAZ 504-000-50330 | 06/03/2024 | | 18,375.00 | 18,375.00 | Open | N 06/04/2024 |
| | | | | 18,375.00 | | | |
| 300.702.008 00016423 | HUWARD LAW FIRM CHUDY SUBDIVISION 702-000-20700 | 06/03/2024 | | 2,625.00 | 2,625.00 | Open | N 06/04/2024 |
| | | | | 2,625.00 | | | |
| Total Vendor 0034 - HUWARD LAW FIRM | | | | <u>28,080.00</u> | <u>28,080.00</u> | | |
| Vendor 0597 - IDEMIA IDENTITY & SECURITY USA LLC | | | | | | | |
| 169984 00016442 | IDEMIA IDENTITY & SECURITY USA LLC ANNUAL 9/5 MAINTENANCE (FROM JUN 1 2024 MDIAZ 001-110-60543 | 06/03/2024 | | 3,627.00 | 3,627.00 | Open | N 06/05/2024 |
| | | | | 3,627.00 | | | |
| Total Vendor 0597 - IDEMIA IDENTITY & SECURITY USA LLC | | | | <u>3,627.00</u> | <u>3,627.00</u> | | |
| Vendor 0728 - ILLINOIS COALITION AGAINST DOMESTIC VIOLENCE | | | | | | | |
| PUBED3 00016440 | ILLINOIS COALITION AGAINST DOMESTIC PUBLIC EDUCATION - SUPPORTING A SURVIVOR MDIAZ 001-110-90900 | 06/05/2024 | | 58.50 | 58.50 | Open | N 06/05/2024 |
| | | | | 58.50 | | | |
| Total Vendor 0728 - ILLINOIS COALITION AGAINST DOMESTIC VIOLENCE | | | | <u>58.50</u> | <u>58.50</u> | | |
| Vendor 0083 - INNER SECURITY SYSTEMS INC. | | | | | | | |
| R15505 00016457 | INNER SECURITY SYSTEMS INC. ALARM MONITORING & MAINTENANCE MDIAZ 001-101-60511 | 06/02/2024 | | 260.97 | 260.97 | Open | N 06/10/2024 |
| | | | | 260.97 | | | |
| Total Vendor 0083 - INNER SECURITY SYSTEMS INC. | | | | <u>260.97</u> | <u>260.97</u> | | |
| Vendor UB REFUND - JENNIFER DEUTSCH | | | | | | | |

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|--|--|----------------------------|--|----------------|------------|--------|---------------------|
| Vendor UB REFUND - JENNIFER DEUTSCH | | | | | | | |
| 240531JENNIFERD | | | | | | | |
| 00016435 | JENNIFER DEUTSCH | 05/31/2024 | 05/31/2024 | 188.35 | 188.35 | Open | N |
| | UB refund for account: 02-139 | | MDIAZ | | | | 06/04/2024 |
| | 502-000-30641 | | SEWER FEES | 7.83 | | | |
| | 502-000-30609 | | LATE PENALTIES | 0.51 | | | |
| | 501-000-10390 | | ACCOUNTS RECEIVABLE - UB | 180.01 | | | |
| Total Vendor UB REFUND - JENNIFER DEUTSCH | | | | 188.35 | 188.35 | | |
| Vendor 0089 - JERI COTTON | | | | | | | |
| 240604JERICOTTO | | | | | | | |
| 00016418 | JERI COTTON | 06/04/2024 | | 543.70 | 543.70 | Open | N |
| | MEETING MINUTES - 05 02, 07, 08, 21, 202 | | MDIAZ | | | | 06/04/2024 |
| | 001-101-50360 | | MEETING MINUTES - 05 02, 07, 08, 21, 202 | 543.70 | | | |
| Total Vendor 0089 - JERI COTTON | | | | 543.70 | 543.70 | | |
| Vendor MISC - KANSAS DEPARTMENT OF REVENUE | | | | | | | |
| 24613KANSASDEPT | | | | | | | |
| 00016491 | KANSAS DEPARTMENT OF REVENUE | 06/13/2024 | | 30.00 | 30.00 | Open | N |
| | REQUEST FOR KANSAS DRIVER'S RECORD - JON MDIAZ | | | | | | 06/13/2024 |
| | 001-110-90900 | | REQUEST FOR KANSAS DRIVER'S RECORD | 30.00 | | | |
| Total Vendor MISC - KANSAS DEPARTMENT OF REVENUE | | | | 30.00 | 30.00 | | |
| Vendor 0102 - LAKE COUNTY DIVISION OF TRANSPORTAT | | | | | | | |
| 430035641 | | | | | | | |
| 00016452 | LAKE COUNTY DIVISION OF TRANSPORTAT | 06/05/2024 | | 409.24 | 409.24 | Open | N |
| | 2ND QUARTER OF FY2024 ROUTINE TRAFFIC SI | | MDIAZ | | | | 06/07/2024 |
| | 001-104-50720 | | STREET LIGHTING | 409.24 | | | |
| Total Vendor 0102 - LAKE COUNTY DIVISION OF TRANSPORTAT | | | | 409.24 | 409.24 | | |
| Vendor 0727 - LINCOLNSHIRE-RIVERWOODS FIRE PROTEC | | | | | | | |
| 11769 | | | | | | | |
| 00016419 | LINCOLNSHIRE-RIVERWOODS FIRE PROTEC | 06/03/2024 | | 590.00 | 590.00 | Open | N |
| | SPRINKLER SYSTEM | | MDIAZ | | | | 06/04/2024 |
| | 001-102-50341 | | FIRE DEPARTMENT EXPENSE | 590.00 | | | |
| Total Vendor 0727 - LINCOLNSHIRE-RIVERWOODS FIRE PROTEC | | | | | | | |

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| Vendor 0727 - LINCOLNSHIRE-RIVERWOODS FIRE PROTEC | | | | | | | |
| | | | | 590.00 | 590.00 | | |
| Vendor MISC - LINDA MAGILL | | | | | | | |
| 240610 | LINDA MAGILL | 06/10/2024 | | 2,571.00 | 2,571.00 | Open | N |
| 00016459 | COST SHARE REIMBURESEMENT - INVASIVE SHR MDIAZ 001-106-50830 | 06/10/2024 | | 2,571.00 | | | 06/10/2024 |
| Total Vendor MISC - LINDA MAGILL | | | | <u>2,571.00</u> | <u>2,571.00</u> | | |
| Vendor 0614 - MICHAEL CLAYTON | | | | | | | |
| 240614 | MICHAEL CLAYTON | 06/14/2024 | | 2,601.00 | 2,601.00 | Open | N |
| 00016492 | COST SHARE REIMBURESEMENT - INVASIVE SHR MDIAZ 001-106-50830 | 06/14/2024 | | 2,601.00 | | | 06/14/2024 |
| Total Vendor 0614 - MICHAEL CLAYTON | | | | <u>2,601.00</u> | <u>2,601.00</u> | | |
| Vendor 0125 - MICHAEL P.MURRIN | | | | | | | |
| 240531 | MICHAEL P.MURRIN | 05/31/2024 | | 350.00 | 350.00 | Open | N |
| 00016427 | PLUMBING INSPECTIONS FOR MAY 2024 001-102-50380 | 05/31/2024 | | 350.00 | | | 06/04/2024 |
| Total Vendor 0125 - MICHAEL P.MURRIN | | | | <u>350.00</u> | <u>350.00</u> | | |
| Vendor 0126 - MIDWEST METER INC | | | | | | | |
| 0167987-IN | MIDWEST METER INC | 06/13/2024 | | 311.50 | 311.50 | Open | N |
| 00016490 | M-35 GAL HR-E TWIST TIGHT 501-000-80210 | 06/13/2024 | | 311.50 | | | 06/13/2024 |
| Total Vendor 0126 - MIDWEST METER INC | | | | <u>311.50</u> | <u>311.50</u> | | |
| Vendor 0791 - MPC COMMUNICATIONS & LIGHTING, INC. | | | | | | | |
| 24-1126 | MPC COMMUNICATIONS & LIGHTING, INC. | 06/06/2024 | | 885.00 | 885.00 | Open | N |
| 00016448 | 2020 DODGE DURANGO #64 - MODIFICATIONS 505-000-90520 | 06/06/2024 | | 885.00 | | | 06/07/2024 |

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| Vendor 0791 - MPC COMMUNICATIONS & LIGHTING, INC. | | | | | | | |
| Total Vendor 0791 - MPC COMMUNICATIONS & LIGHTING, INC. | | | | 885.00 | 885.00 | | |
| Vendor 0131 - NAPA AUTO PARTS | | | | | | | |
| 256752 | | | | | | | |
| 00016451 | NAPA AUTO PARTS | 05/13/2024 | | 47.98 | 47.98 | Open | N |
| | AUTO PARTS - WINSHIELD WIPERS | MDIAZ | | | | | 06/07/2024 |
| | 001-110-50010 | AUTO PARTS - WINSHIELD WIPERS | | 47.98 | | | |
| Total Vendor 0131 - NAPA AUTO PARTS | | | | 47.98 | 47.98 | | |
| Vendor 0145 - NSSRA | | | | | | | |
| 969 | | | | | | | |
| 00016429 | NSSRA | 05/30/2024 | | 4,051.07 | 4,051.07 | Open | N |
| | 2024 ANNUAL INCLUSION ESTIMATE - 1ST INS | MDIAZ | | | | | 06/04/2024 |
| | 001-101-60650 | 2023 ANNUAL INCLUSION ESTIMATE - 1ST INS | | 4,051.07 | | | |
| 981 | | | | | | | |
| 00016430 | NSSRA | 05/30/2024 | | 21,056.69 | 21,056.69 | Open | N |
| | 2ND INSTALLMENT 2024 MEMBER AGENCY CONTR | MDIAZ | | | | | 06/04/2024 |
| | 001-101-60650 | 2ND INSTALLMENT 2024 MEMBER AGENCY CONTR | | 21,056.69 | | | |
| Total Vendor 0145 - NSSRA | | | | 25,107.76 | 25,107.76 | | |
| Vendor 0776 - RACCOON CLEANING COMMERCIAL INC | | | | | | | |
| 3235 | | | | | | | |
| 00016433 | RACCOON CLEANING COMMERCIAL INC | 06/01/2024 | | 1,170.00 | 1,170.00 | Open | N |
| | BUILDING CLEANING, VH - 05 / 01, 04, 08, | MDIAZ | | | | | 06/04/2024 |
| | 001-101-50110 | BUILDING - CLEANING | | 1,170.00 | | | |
| 3234 | | | | | | | |
| 00016434 | RACCOON CLEANING COMMERCIAL INC | 06/01/2024 | | 900.00 | 900.00 | Open | N |
| | BUILDING CLEANING, POLICE - 05 / 01, 04, | MDIAZ | | | | | 06/04/2024 |
| | 001-110-50110 | BUILDING - CLEANING | | 900.00 | | | |
| Total Vendor 0776 - RACCOON CLEANING COMMERCIAL INC | | | | 2,070.00 | 2,070.00 | | |
| Vendor 0695 - RGN & SONS LANDSCAPING INC. | | | | | | | |

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| Vendor 0695 - RGN & SONS LANDSCAPING INC. | | | | | | | |
| 240430RGN 00016438 | RGN & SONS LANDSCAPING INC. LANDSCAPING - APRIL 2024 001-101-50130 | 04/30/2024 MDIAZ LANDSCAPING - APRIL 2024 | | 7,370.00 7,370.00 | 7,370.00 | Open | N 06/05/2024 |
| 240531RGN 00016439 | RGN & SONS LANDSCAPING INC. LANDSCAPING - MAY 2024 001-101-50130 | 05/31/2024 MDIAZ LANDSCAPING - MAY 2024 | | 4,895.00 4,895.00 | 4,895.00 | Open | N 06/05/2024 |
| Total Vendor 0695 - RGN & SONS LANDSCAPING INC. | | | | <u>12,265.00</u> | <u>12,265.00</u> | | |
| Vendor MISC - RICK JAMERSON | | | | | | | |
| 240603RICKJAMER 00016416 | RICK JAMERSON COST SHARE REIMBURSEMENT - PRESCRIBED B 001-106-50800 | 06/03/2024 MDIAZ PRESCRIBED BURN | | 2,000.00 2,000.00 | 2,000.00 | Open | N 06/04/2024 |
| Total Vendor MISC - RICK JAMERSON | | | | <u>2,000.00</u> | <u>2,000.00</u> | | |
| Vendor 0207 - VILLAGE OF DEERFIELD | | | | | | | |
| 571055 00016449 | VILLAGE OF DEERFIELD WATER USAGE 501-000-50750 | 06/10/2024 MDIAZ WATER USAGE | | 54.30 54.30 | 54.30 | Open | N 06/07/2024 |
| 571056 00016450 | VILLAGE OF DEERFIELD WATER USAGE 501-000-50750 | 06/10/2024 MDIAZ WATER USAGE | | 144.79 144.79 | 144.79 | Open | N 06/07/2024 |
| Total Vendor 0207 - VILLAGE OF DEERFIELD | | | | <u>199.09</u> | <u>199.09</u> | | |
| Vendor 0209 - VILLAGE OF NORTHBROOK | | | | | | | |
| 240607NBK 00016458 | VILLAGE OF NORTHBROOK WATER PURCHASE 501-000-50770 | 06/07/2024 MDIAZ WATER PURCHASE | | 71,848.26 71,848.26 | 71,848.26 | Open | N 06/10/2024 |
| Total Vendor 0209 - VILLAGE OF NORTHBROOK | | | | <u>71,848.26</u> | <u>71,848.26</u> | | |

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| Vendor 0209 - VILLAGE OF NORTHBROOK | | | | | | | |
| Vendor 0800 - VILLAGE OF RIVERWOODS | | | | | | | |
| 240605, 04-123 | | | | | | | |
| 00016436 | VILLAGE OF RIVERWOODS | 06/05/2024 | | 91.03 | 91.03 | Open | N |
| | PD - WATER & SEWER, 05/07/2024 - 06/04/2 MDIAZ | | | | | | 06/05/2024 |
| | 001-110-50710 | PD - WATER & SEWER, 05/07/2024 - 06/04/2 | | 91.03 | | | |
| 240605, 04-420 | | | | | | | |
| 00016437 | VILLAGE OF RIVERWOODS | 06/05/2024 | | 31.86 | 31.86 | Open | N |
| | VH - WATER & SEWER, 05/07/2024 - 06/04/2 MDIAZ | | | | | | 06/05/2024 |
| | 001-101-50710 | WATER & SEWER, 05/07/2024 - 06/04/2024 | | 31.86 | | | |
| Total Vendor 0800 - VILLAGE OF RIVERWOODS | | | | 122.89 | 122.89 | | |
| Vendor 0729 - WEX BANK | | | | | | | |
| 97593614 | | | | | | | |
| 00016447 | WEX BANK | 06/06/2024 | | 1,970.33 | 1,970.33 | Open | N |
| | MONTHLY FUEL | MDIAZ | | | | | 06/07/2024 |
| | 001-110-60550 | MONTHLY FUEL | | 1,970.33 | | | |
| Total Vendor 0729 - WEX BANK | | | | 1,970.33 | 1,970.33 | | |
| # of Invoices: | | | | 78 | # Due: 78 | Totals: | 254,080.66 |
| # of Credit Memos: | | | | 0 | # Due: 0 | Totals: | 0.00 |
| Net of Invoices and Credit Memos: | | | | 254,080.66 | | | 254,080.66 |
| --- TOTALS BY FUND --- | | | | | | | |
| | 001 GENERAL | | | 109,591.46 | 109,591.46 | | |
| | 126 SSA 26 ROAD MAINT. | | | 1,620.00 | 1,620.00 | | |
| | 128 SSA 28 ROAD MAINT. | | | 660.00 | 660.00 | | |
| | 131 SSA 31 | | | 120.00 | 120.00 | | |
| | 501 CONSOLIDATED WATER FUND | | | 106,775.86 | 106,775.86 | | |
| | 502 SEWER FUND | | | 1,144.34 | 1,144.34 | | |
| | 504 TIF # 2 - FEDERAL LIFE | | | 18,375.00 | 18,375.00 | | |
| | 505 CAPITAL PROJECT FUND | | | 13,169.00 | 13,169.00 | | |
| | 702 DEPOSIT | | | 2,625.00 | 2,625.00 | | |
| --- TOTALS BY DEPT/ACTIVITY --- | | | | | | | |
| | 000 | | | 144,489.20 | 144,489.20 | | |

INVOICE REGISTER FOR VILLAGE OF RIVERWOODS

POST DATES 06/03/2024 - 06/14/2024

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 |
|-----------|---------------------------------------|----------------------------|----------|----------------|------------|--------|---------------------|
| | 101 ADMINISTRATION | | | 61,790.62 | 61,790.62 | | |
| | 102 BUILDING DEPARTMENT | | | 13,468.88 | 13,468.88 | | |
| | 104 ROAD & BRIDGE & STORM WATER | | | 6,856.91 | 6,856.91 | | |
| | 106 WOODLAND MANAGEMENT | | | 20,042.28 | 20,042.28 | | |
| | 110 POLICE | | | 7,432.77 | 7,432.77 | | |

Police Report



Riverwoods Police Incident Analysis Report

Summary by Incident Type

6/18/2024

Activity Through June 12th of Each Year

| Incident Type | 2024 YTD | This Time 2023 YTD |
|--|----------|-----------------------|
| 46 (7503) (Mortorist Assist) | 42 | 35 |
| 50 PD (7572) (Crash Property Damage) | 38 | 35 |
| 50 PI (7571) (Crash Personal Injury) | 9 | 11 |
| 50 Priv Prop (7573) (Crash Private Property) | - | 3 |
| 911 Hang up (7911) | 20 | 3 |
| Ambulance (7021) | 174 | 161 |
| Animal Problem (7245) | 27 | 20 |
| AOA (7001) | 73 | 80 |
| Armed Robbery (0310) | - | - |
| Assault (0500) | - | - |
| Attempt Suicide (7221) | - | - |
| Battery - Simple (0460) | - | 1 |
| Battery (0400) | 1 | 1 |
| Burg - From Motor Veh (0760) | - | - |
| Burglar Alarm (7082) | 117 | 128 |
| Burglary - Residential (0625) | - | 3 |
| Burglary (0600) | - | 1 |
| Cell 911 (7912) | 1 | - |
| Child Seat Inspect (7042) | 1 | 2 |
| Construction Comp (7078) | - | 1 |
| Controlled Substance (2000) | - | - |
| Credit Card Fraud (1150) | - | 1 |
| Crim Damage to Prop (1310) | 2 | 6 |
| Crim Sexual Assault (1563) | - | - |
| Crim Trespass to Land (1330) | 2 | 1 |
| Crim Trespass to Veh (1360) | - | - |
| Death Investigation (7231) | - | 1 |
| Deceptive Practice (1110) | 4 | 6 |
| Domestic Battery (0486) | 2 | - |
| Domestic Trouble (7130) | 6 | 12 |
| DUI (2410) | 15 | 21 |
| Fingerprinting (7039) | 6 | 7 |
| Fire Alarm (0733) | 22 | 21 |
| Fire Call (7024) | 30 | 22 |
| Fireworks Complaints (3001) | 1 | 1 |
| Forgery (1120) | - | - |
| Found Animal (7246) | 3 | 2 |
| Found Prop. (7156) | 5 | 3 |
| Harassment by Telephone (2825) | 1 | 1 |
| Hold Up Alarm (7083) | 9 | 12 |
| Identity Theft (7198) | 7 | 5 |
| Lock out - Vehicle (7051) | 12 | 6 |
| Lost / Mislaid Prop (7144) | 2 | 2 |
| Missing Person (7178) | - | 1 |
| Noise Comp (7078) | 7 | 11 |
| Notification (7049) | 6 | 8 |
| Other Comp (7079) | 28 | 36 |
| Other Investigation (7199) | 13 | 14 |

| Incident Type | 2024 YTD | This Time 2023 YTD |
|------------------------------------|-----------------|-------------------------------|
| Other Trouble (7139) | 1 | 2 |
| Parking Complaint (7522) | 5 | 4 |
| Premise Exam (7041) | 804 | 803 |
| Public Service (7040) | 29 | 27 |
| Roadway Debris (7250) | 22 | 12 |
| Solicitor (7063) | 3 | 10 |
| Suicide (7211) | - | - |
| Suspicious Auto (7123) | 24 | 29 |
| Suspicious Person (7123) | 13 | 15 |
| Telephone Threat (2820) | - | - |
| Theft from Motor Veh (0710) | - | - |
| Theft of Motor Veh (0910) | - | 1 |
| Theft Over \$500 (0815) | 3 | 2 |
| Theft Under \$500 (0825) | 2 | 2 |
| Traffic Complaint (7521) | 22 | 25 |
| Turned in Weapon/Ammo (7160) | 1 | 1 |
| Village Ord. Violation (7500) | 5 | 11 |
| Well Being Check (7045) | 33 | 24 |
| Total: | 1653 | 1653 |
| Crime Prevention Notices | 271 | 304 |
| Case Reports | 88 | 84 |
| Traffic Stops | 1003 | 744 |
| Number of Citations issued | 389 | 300 |
| Number of Persons Issued Citations | 294 | 197 |

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



Riverwoods Police Incident Analysis Report

Summary by Incident Type

6/18/2024

Activity Through June 12th of Each Year

| Incident Type | 2024 YTD | This Time 2023 YTD |
|--|----------|-----------------------|
| 46 (7503) (Mortorist Assist) | 42 | 35 |
| 50 PD (7572) (Crash Property Damage) | 38 | 35 |
| 50 PI (7571) (Crash Personal Injury) | 9 | 11 |
| 50 Priv Prop (7573) (Crash Private Property) | - | 3 |
| 911 Hang up (7911) | 20 | 3 |
| Ambulance (7021) | 174 | 161 |
| Animal Problem (7245) | 27 | 20 |
| AOA (7001) | 73 | 80 |
| Armed Robbery (0310) | - | - |
| Assault (0500) | - | - |
| Attempt Suicide (7221) | - | - |
| Battery - Simple (0460) | - | 1 |
| Battery (0400) | 1 | 1 |
| Burg - From Motor Veh (0760) | - | - |
| Burglar Alarm (7082) | 117 | 128 |
| Burglary - Residential (0625) | - | 3 |
| Burglary (0600) | - | 1 |
| Cell 911 (7912) | 1 | - |
| Child Seat Inspect (7042) | 1 | 2 |
| Construction Comp (7078) | - | 1 |
| Controlled Substance (2000) | - | - |
| Credit Card Fraud (1150) | - | 1 |
| Crim Damage to Prop (1310) | 2 | 6 |
| Crim Sexual Assault (1563) | - | - |
| Crim Trespass to Land (1330) | 2 | 1 |
| Crim Trespass to Veh (1360) | - | - |
| Death Investigation (7231) | - | 1 |
| Deceptive Practice (1110) | 4 | 6 |
| Domestic Battery (0486) | 2 | - |
| Domestic Trouble (7130) | 6 | 12 |
| DUI (2410) | 15 | 21 |
| Fingerprinting (7039) | 6 | 7 |
| Fire Alarm (0733) | 22 | 21 |
| Fire Call (7024) | 30 | 22 |
| Fireworks Complaints (3001) | 1 | 1 |
| Forgery (1120) | - | - |
| Found Animal (7246) | 3 | 2 |
| Found Prop. (7156) | 5 | 3 |
| Harassment by Telephone (2825) | 1 | 1 |
| Hold Up Alarm (7083) | 9 | 12 |
| Identity Theft (7198) | 7 | 5 |
| Lock out - Vehicle (7051) | 12 | 6 |
| Lost / Mislaid Prop (7144) | 2 | 2 |
| Missing Person (7178) | - | 1 |
| Noise Comp (7078) | 7 | 11 |
| Notification (7049) | 6 | 8 |
| Other Comp (7079) | 28 | 36 |
| Other Investigation (7199) | 13 | 14 |
| Other Trouble (7139) | 1 | 2 |

| Incident Type | 2024 YTD | This Time 2023 YTD |
|------------------------------------|-----------------|-------------------------------|
| Parking Complaint (7522) | 5 | 4 |
| Premise Exam (7041) | 804 | 803 |
| Public Service (7040) | 29 | 27 |
| Roadway Debris (7250) | 22 | 12 |
| Solicitor (7063) | 3 | 10 |
| Suicide (7211) | - | - |
| Suspicious Auto (7123) | 24 | 29 |
| Suspicious Person (7123) | 13 | 15 |
| Telephone Threat (2820) | - | - |
| Theft from Motor Veh (0710) | - | - |
| Theft of Motor Veh (0910) | - | 1 |
| Theft Over \$500 (0815) | 3 | 2 |
| Theft Under \$500 (0825) | 2 | 2 |
| Traffic Complaint (7521) | 22 | 25 |
| Turned in Weapon/Ammo (7160) | 1 | 1 |
| Village Ord. Violation (7500) | 5 | 11 |
| Well Being Check (7045) | 33 | 24 |
| Total: | 1653 | 1653 |
| Crime Prevention Notices | 271 | 304 |
| Case Reports | 88 | 84 |
| Traffic Stops | 1003 | 744 |
| Number of Citations issued | 389 | 300 |
| Number of Persons Issued Citations | 294 | 197 |

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

New Business

MEMORANDUM

TO: Kristine Ford, Village President
FROM: Tony Vasquez, Finance Director
DATE: June 10, 2024
RE: Village Hall and Police Station Internet Services



Background:

The current agreement the Village Hall and Police Station have for internet services through Comcast is set to expire at the end of 2024. In working with Comcast to secure pricing for the next contract period, we discussed an upgrade from the current coax cable connection we have, to a fiber internet connection. A fiber internet connection is an upgrade that would come with several benefits.

- Fiber is a dedicated service, meaning that the line signal is not shared with any other user and will not have fluctuating speeds.
- Fiber provides symmetrical speeds for downloads and uploads. As more services we use require uploading, such as the new body cameras, upload speeds become more important.
- There is a service level agreement on the fiber connection. This means Comcast will proactively monitor and prioritize technicians to resolve any potential issues. Currently, any outages on coax need to be self-reported by the Village, and do not receive top priority for resolving outages.
- Comcast has agreed to pay the estimated \$40,000 construction cost to bring fiber to both of our locations.
- Comcast has also agreed to waive the \$1,000 installation fee at each location.

Staff worked with Comcast to negotiate more favorable pricing. We were able to negotiate a lower rate for the fiber connection speed of 300 Mbps that our IT consultant recommended for us. We were able to further negotiate the price down by another \$395 per month if we agreed to a longer term 5-year agreement, as opposed to the standard 3-year agreement. It should be noted that the 5-year agreement is only for the fiber internet portion of Comcast services. The Business Voice Edge (BVE) services could not be quoted beyond the 3-year term.

Our IT consultant sat in on our conversations with Comcast to help facilitate questions we had about the performance of our current coax cable internet connection versus the various fiber options. The 300 Mbps fiber speed was recommended as a speed adequate to meet the needs for both of our buildings.

Item 14a: Approval of a Contract with Comcast

| Monthly Costs for Comcast Services - Village Hall and Police Station Combined | | | |
|--|-------------|-------------|------------------------------|
| | Current | New Rate | Difference from Current Cost |
| Coax | \$ 1,880.00 | \$ 2,303.10 | \$ 423.10 |
| Fiber - 200 Mbps (1st offer) | \$ 1,880.00 | \$ 2,703.20 | \$ 823.20 |
| Fiber - 300 Mbps (1st offer) | \$ 1,880.00 | \$ 3,085.20 | \$ 1,205.20 |
| Fiber - 300 Mbps (2nd offer)* | \$ 1,880.00 | \$ 2,785.20 | \$ 905.20 |
| Fiber - 300 Mbps (3rd offer)** | \$ 1,880.00 | \$ 2,390.95 | \$ 510.95 |
| Note: These monthly prices are inclusive of all Comcast services (Internet/phones/fax/cable) | | | |
| *3 year term | | | |
| **5 year term | | | |

While the fiber 300 Mbps internet option increases our total monthly costs by \$510.95 over our current internet option, this is only \$87.85 more than the cost of remaining with our current coax cable once the price increases in January. This means for an additional \$1,054.20 a year, our Police Station and Village Hall will have a better internet product that has the necessary support to monitor and react to any outages with the highest level of priority.

Recommendation:

Staff recommends entering an agreement with Comcast to install and provide fiber internet connections at the Village Hall and Police Station at a speed of 300 Mbps for a 5-year period. Staff also recommends renewing the Business Voice Edge services for a 3-year period of time.

- Att: A – Comcast Enterprise Services Sales Order Form – 60-month fiber 300Mbps
 B – Comcast Enterprise Services Sales Order Form – 36-month BVE
 C – Comcast Master Services Agreement

MSA ID#: IL-16684798-DGree

SO ID#: IL-16684798-DGree-26418590

Account Name: Riverwoods Police Dept.

CUSTOMER INFORMATION (for notices)

Primary Contact: Bruce Dayno
 Title: _____
 Address 1: 845 Saunders Rd
 Address 2: _____
 City: Riverwoods
 State: IL
 Zip: 60015
 Phone: 847 945 1130
 Cell: _____
 Fax: _____
 Email: bdayno@riverwoods.gov

Billing Account Name Riverwoods Police Dept.
 Billing Name _____
 (3rd Party Accounts) _____
 Billing Contact: Bruce Dayno
 Title: _____
 Phone: 847 945 1130
 Cell: _____
 Fax: _____
 Email: bdayno@riverwoods.gov

INVOICE ADDRESS
 Address 1: 845 Saunders Rd
 Address 2: _____
 City: Riverwoods
 State: IL
 Zip Code: 60015
 Tax Exempt: Yes
* If Yes, please provide and attach all applicable tax exemption certificates

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 60

SUMMARY OF SERVICE CHARGES*

| | |
|--|-------------------|
| Current Monthly Recurring Charges: | \$0.00 |
| Current Trunk Services Monthly Recurring Charges: | \$0.00 |
| Total Current Monthly Recurring Charges (all Services): | \$0.00 |
| Change Monthly Recurring Charges: | \$1,460.00 |
| Change Trunk Services Monthly Recurring Charges: | \$0.00 |
| Change Monthly Recurring Charges (all Services): | \$1,460.00 |
| Total Monthly Recurring Charges: | \$1,460.00 |
| Total Trunk Services Monthly Recurring Charges: | \$0.00 |
| Total Monthly Recurring Charges (all Services): | \$1,460.00 |

SUMMARY OF STANDARD INSTALLATION FEES*

| | |
|---|---------------|
| Total Standard Installation Fees: | \$0.00 |
| Total Trunk Services Standard Installation Fees: | \$0.00 |
| Total Standard Installation Fees (all Services): | \$0.00 |

SUMMARY OF CUSTOM INSTALLATION FEES*

| | |
|--------------------------------|--------|
| Total Custom Installation Fee: | \$0.00 |
|--------------------------------|--------|

SUMMARY OF MONTHLY EQUIPMENT FEES*

| | |
|--|---------------|
| Current Services Equipment Fee Monthly Recurring Charges: | \$0.00 |
| Current Trunk Services Equipment Fee Monthly Recurring Charges: | \$0.00 |
| Current Equipment Fee Monthly Recurring Charges (All Services): | \$0.00 |
| Change Services Equipment Fee Monthly Recurring Charges: | \$0.00 |
| Change Trunk Services Equipment Fee Monthly Recurring Charges: | \$0.00 |
| Change Equipment Fee Monthly Recurring Charges (All Services): | \$0.00 |
| Total Service Equipment Fee Monthly Recurring Charges: | \$0.00 |
| Total Trunk Service Equipment Fee Monthly Recurring Charges: | \$0.00 |
| Total Equipment Fee Monthly Recurring Charges (All Services) | \$0.00 |

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/terms-conditions-ent>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By purchasing Comcast voice services, you are giving Comcast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s).

COMPANY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS 911 NOTICE:

Your Comcast Business Voice Services set forth in this Sales Order (the "Voice Services") have the following 911 limitations:

- In order for 911 calls to be properly directed to emergency services using the Voice Services, Customer must provide and maintain the correct service address information ("Registered Service Location") for each telephone number and extension used by Customer. The Registered Service Location should also include information such as floor and office number as appropriate.
- If the Voice Services are moved to, or used in, a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.
- Customer is solely responsible for programming its telephone system to map each telephone number and extension to the correct location, and for updating the telephone system as necessary to reflect moves or additions of stations.
- Customer 911 calls may be sent to an emergency call center where an agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.
- The Voice Services use electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.
- Calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment and/or power failure, a broadband connection failure, or another technical problem.
- Failure by Customer to make updates to the Registered Service Location, including updates to restore service address to the original Registered Service Location, or failure to allot sufficient time for the Service Location update provisioning to complete may result in emergency services being dispatched to the incorrect Service Location.
- Customers should call Comcast at 800-741-4141 if they have any questions or need to update the Registered Service Location in the E911 system.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICES. By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

| CUSTOMER USE ONLY (by authorized representative) | | COMCAST USE ONLY (by authorized representative) | |
|--|------------|---|------------------------------|
| Signature: | Signature: | Sales Rep: | Richard Kasprzyk |
| Name: | Name: | Sales Rep E-Mail: | Richard_kasprzyk@comcast.com |
| Title: | Title: | Region: | Chicago |
| Date: | Date: | Division: | Central |



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name:

Date:

MSA ID#:

SO ID#:

Short Description of Service:

Service Term:

PAGE 2 of 7

Solution Charges

| Line | Request | Action | Service(s) | Description | Service Location A* | Service Location Z* | Tax Jurisdiction | Qty | Monthly | One-Time |
|------|---------|--------|-----------------------------------|-------------|--------------------------------|---------------------|------------------|-----|----------|----------|
| 001 | New | Add | EDI - Bandwidth | 300 Mbps | Police Dept / 845 Saunders Rd | - | Interstate | 1 | \$700.00 | \$0.00 |
| 002 | New | Add | EDI - Network Interface - Gig E | Port | Police Dept / 845 Saunders Rd | - | Interstate | 1 | \$0.00 | \$0.00 |
| 003 | New | Add | IPv4 Static Address Block /29 (6) | Static IP | Police Dept / 845 Saunders Rd | - | Interstate | 1 | \$30.00 | \$0.00 |
| 004 | New | Add | EDI - Bandwidth | 300 Mbps | Village Hall / 300 Portwine Rd | - | Interstate | 1 | \$700.00 | \$0.00 |
| 005 | New | Add | EDI - Network Interface - Gig E | Port | Village Hall / 300 Portwine Rd | - | Interstate | 1 | \$0.00 | \$0.00 |
| 006 | New | Add | IPv4 Static Address Block /29 (6) | Static IP | Village Hall / 300 Portwine Rd | - | Interstate | 1 | \$30.00 | \$0.00 |
| 007 | New | Add | BVE Port | Port | Police Dept / 845 Saunders Rd | - | Interstate | 1 | \$0.00 | \$0.00 |
| 008 | New | Add | BVE Port | Port | Village Hall / 300 Portwine Rd | - | Interstate | 1 | \$0.00 | \$0.00 |
| 009 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 010 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 011 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 012 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 013 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 014 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 015 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 016 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 017 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 018 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 019 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 020 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 021 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 022 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 023 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 024 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 025 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 026 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 027 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 028 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 029 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 030 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 031 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 032 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 033 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 034 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 035 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 036 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 037 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 038 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 039 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 040 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 041 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 042 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 043 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 044 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 045 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 046 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 047 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 048 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 049 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |
| 050 | - | - | - | - | - | - | - | - | \$0.00 | \$0.00 |

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 2 SUBTOTAL:

\$1,460.00

\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name:

Date:

MSA ID#:

SO ID#:

PAGE 3 of 7

Solution Charges

| Line | Request | Action | Service(s) | Description | Service Location A* | Service Location Z* | Tax Jurisdiction | Qty | Monthly | One-Time |
|-------------------------|---------|--------|------------|-------------|---------------------|---------------------|------------------|-----|---------|----------|
| 051 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 052 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 053 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 054 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 055 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 056 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 057 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 058 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 059 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 060 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 061 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 062 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 063 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 064 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 065 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 066 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 067 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 068 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 069 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 070 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 071 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 072 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 073 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 074 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 075 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 076 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 077 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 078 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 079 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 080 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 081 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 082 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 083 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 084 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 085 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 086 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 087 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 088 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 089 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 090 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 091 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 092 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 093 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 094 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 095 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 096 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 097 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 098 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 099 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 100 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 101 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 102 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| PAGE 3 SUBTOTAL: | | | | | | | | | \$0.00 | \$0.00 |

* Services Location Details attached

Charges are Exclusive of Equipment Fees



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name:

Date:

MSA ID#:

SO ID#:

PAGE 4 of 7

| Line | Request | Action | Service(s) | Description | Service Location A* | Service Location Z* | Tax Jurisdiction | Qty | Solution Charges | |
|-------------------------|---------|--------|------------|-------------|---------------------|---------------------|------------------|-----|------------------|----------|
| | | | | | | | | | Monthly | One-Time |
| 103 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 104 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 105 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 106 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 107 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 108 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 109 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 110 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 111 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 112 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 113 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 114 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 115 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 116 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 117 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 118 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 119 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 120 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 121 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 122 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 123 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 124 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 125 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 126 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 127 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 128 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 129 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 130 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 131 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 132 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 133 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 134 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 135 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 136 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 137 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 138 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 139 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 140 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 141 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 142 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 143 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 144 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 145 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 146 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 147 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 148 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 149 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 150 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 151 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 152 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| 153 | - | - | - | | - | - | | | \$0.00 | \$0.00 |
| PAGE 4 SUBTOTAL: | | | | | | | | | \$0.00 | \$0.00 |

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 4 SUBTOTAL:

\$0.00

\$0.00

CUSTOMER INFORMATION

| | |
|--|--|
| Account Name: <u>Riverwood Police Dept</u> | Email: <u>bdayno@villageofriverwoods.com</u> |
| Primary Contact: <u>Bruce Dayno</u> | Address1: <u>845 Saunders Rd</u> |
| Title: <u>Police Chief</u> | Address2: _____ |
| Phone: <u>847.945.1130 EXT 202</u> | City: <u>Riverwoods</u> |
| Cell: <u>847.772.5549</u> | State: <u>IL</u> |
| Fax: _____ | Zip Code: <u>60015</u> |

SUMMARY OF CHARGES

Service Term(Months): 36

| Site Name | Monthly Recurring Charges | Standard Installation Charges | One-time Charges |
|----------------------------------|---------------------------|-------------------------------|------------------|
| Police Department | \$304.15 | \$0.00 | \$0.00 |
| Village Hall | \$325.80 | \$0.00 | \$0.00 |
| SUMMARY OF TOTAL CHARGES* | \$629.95 | \$0.00 | \$0.00 |

* Applicable federal, state and local taxes and fees may apply; usage fees not included. For Specific information, see service location detail pages, attached hereto and incorporated here in reference. Additional orders (adding or deleting seats) may change the "per seat" pricing.

GENERAL COMMENTS

AGREEMENT

1. This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <https://business.comcast.com/terms-conditions-ent/>, (the "Agreement") . Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

2. By purchasing Comcast voice services, you are giving Comcast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s).

3. Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

4. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the installation is complete.

5. Notwithstanding the notice provision in the Enterprise Services General Terms and Conditions, all legal notices will be sent to the Primary Contact listed above and/or to the Primary Contact identified on the SOA for each Service location as applicable.

6. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the terms and conditions of this Agreement.

E911 ACKNOWLEDGEMENT

Your Comcast Business Voice Services set forth in this Sales Order (the "Voice Services") have the following 911 limitations:

- In order for 911 calls to be properly directed to emergency services using the Voice Services, Customer must provide and maintain the correct service address information ("Registered Service Location") for each telephone number and extension used by Customer. The Registered Service Location should also include information such as floor and office number as appropriate.
- If the Voice Services are moved to, or used in, a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.
- Customer is solely responsible for programming its telephone system to map each telephone number and extension to the correct location, and for updating the telephone system as necessary to reflect moves or additions of stations.
- Customer 911 calls may be sent to an emergency call center where an agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.
- The Voice Services use electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.
- Calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment and/or power failure, a broadband connection failure, or another technical problem.
- Failure by Customer to make updates to the Registered Service Location, including updates to restore service address to the original Registered Service Location, or failure to allot sufficient time for the Service Location update provisioning to complete may result in emergency services being dispatched to the incorrect Service Location.

• Customers should call Comcast at 800-741-4141 if they have any questions or need to update the Registered Service Location in the E911 system.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICES.

| CUSTOMER USE ONLY | | COMCAST USE ONLY (by Authorized representative) | |
|-------------------|--|---|---|
| Signature: | | Signature: | Sales Rep: Richard Kasprzyk |
| Name: | | Name: | Sales Rep richard_kasprzyk@comcast.com Email: richard_kasprzyk@comcast.com |
| Title: | | Title: | Region: Chicago Region |
| Date: | | Date: | Division: Central Division |

| SERVICE LOCATION DETAIL | | | | | |
|--|---|-----------------|---|--------------------------------------|------------------|
| Customer Information | | | | | |
| Location Name: <u>Police Department</u> | Business Phone: <u>847.945.1130 ext 202</u> | | | | |
| Company Name: <u>Riverwood Police Dept</u> | Cell Phone: <u>847.772.5549</u> | | | | |
| Contact Name: <u>Bruce Dayno</u> | Fax Number: _____ | | | | |
| Address1: <u>845 Saunders Rd</u> | Email: <u>bdayno@riverwoods.gov</u> | | | | |
| Address2: _____ | Site Type: <u>Dedicated</u> | | | | |
| City: <u>Riverwoods</u> | Emergency 911: <u>845 Saunders RD</u> | | | | |
| State: <u>IL</u> | Information: _____ | | | | |
| Zip: <u>60015</u> | <u>Riverwoods, IL 60015</u> | | | | |
| Billing Information | | | | | |
| Date Of Quote: <u>4/23/2024</u> | | | Service Term: <u>36</u> | | |
| The terms set forth in this agreement are valid for 30 days from Date of Quote | | | | | |
| Billing Contact: <u>Bruce Dayno</u> | | | Zip: <u>60015</u> | | |
| Address1: <u>845 Saunders Rd</u> | | | Phone: <u>847.945.1130 ext 202</u> | | |
| Address2: _____ | | | Fax: _____ | | |
| City: <u>Riverwoods</u> | | | Email: bdayno@riverwoods.gov | | |
| State: <u>IL</u> | | | _____ | | |
| Voice Selection | | | | | |
| Voice Selections | Quantity | Unit Price(MRC) | Unit Price(NRC) | Total MRC | Total NRC |
| Unified Communication Seats | 14 | \$14.95 | \$0.00 | \$209.30 | \$0.00 |
| Additional Voicemail Box | 13 | \$5.00 | \$0.00 | \$65.00 | \$0.00 |
| Equipment Selection | | | | | |
| Equipment Selections | Quantity | Unit | Unit | Total MRC | Total NRC |
| Voice Gateway | 1 | \$9.95 | \$0.00 | \$9.95 | \$0.00 |
| Polycom VVX 311 HD | 14 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Polycom VVX 601 HD | 2 | \$9.95 | \$0.00 | \$19.90 | \$0.00 |
| Summary Of Charges | | | | | |
| Aggregate Monthly Recurring Charges | | | | | |
| Monthly Recurring Charges: | | | | \$304.15 | |
| Promotional Discount: | | | | | |
| Promotion Option: | | | | CEN_\$14.95BVESeats30+_0Phone | |
| Promotion Description: | | | | | |
| Unified Communication Seats provided for discounted rate of \$14.95 each, increasing to then regular rate at end of original term (month 37 if 3 year term, or month 61 if 5 year term). Entry Level Polycom Phone MRC waived for length of original contract term, increasing to then regular rate at end of term (month 37 if 3 year term, or month 61 if 5 year term). Minimum Business Internet Performance or Ethernet required. OTT sites are eligible if main site meets minimum Business Internet Performance/Ethernet requirement. Minimum 30 seats required. 3 year term required with Business Internet. 3 or 5 year term required with Ethernet. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change. | | | | | |
| Total Business VoiceEdge Monthly Recurring Charge*: | | | | \$304.15 | |
| *Applicable federal, state and local taxes & fees may apply; usage fee not included. Additional orders (adding or deleting seats) may change the "per seat" pricing. | | | | | |
| Business VoiceEdge Standard Installation Charges | | | | | |
| Customer Training: | Private VRT Readiness Package | | | | No Charge |
| Total One-time Charges: | | | | \$0.00 | |
| Site Installation Charges: | | | | \$0.00 | |
| Total Business VoiceEdge Standard Installation Charges: | | | | \$0.00 | |

| Customer Information | |
|-------------------------------------|--------------------------------|
| Location Name: Village Hall | Business Phone: 847.945.3990 |
| Company Name: Riverwood Police Dept | Cell Phone: 847.772.5549 |
| Contact Name: Tony Vasquez | Fax Number: |
| Address1: 300 Portwine Rd | Email: tvasquez@riverwoods.gov |
| Address2: | Site Type: Dedicated |
| City: Riverwoods | Emergency 911: 300 Portwine RD |
| State: IL | Information: |
| Zip: 60015 | Riverwoods, IL 60015 |

| Billing Information | |
|--|---|
| Date Of Quote: 4/23/2024 | Service Term: 36 |
| The terms set forth in this agreement are valid for 30 days from Date of Quote | |
| Billing Contact: Bruce Dayno | Zip: 60015 |
| Address1: 300 Portwine Rd | Phone: 847.945.3990 |
| Address2: | Fax: |
| City: Riverwoods | Email: bdayno@riverwoods.gov |
| State: IL | |

| Voice Selection | | | | | |
|-----------------------------|----------|-----------------|-----------------|-----------|-----------|
| Voice Selections | Quantity | Unit Price(MRC) | Unit Price(NRC) | Total MRC | Total NRC |
| Unified Communication Seats | 18 | \$14.95 | \$0.00 | \$269.10 | \$0.00 |

| Equipment Selection | | | | | |
|---------------------------|----------|-----------------|-----------------|-----------|-----------|
| Equipment Selections | Quantity | Unit Price(MRC) | Unit Price(NRC) | Total MRC | Total NRC |
| Voice Gateway | 1 | \$9.95 | \$0.00 | \$9.95 | \$0.00 |
| Polycom VVX 311 HD | 18 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Polycom Soundstation 6000 | 1 | \$6.95 | \$0.00 | \$6.95 | \$0.00 |
| Polycom VVX 601 HD | 4 | \$9.95 | \$0.00 | \$39.80 | \$0.00 |

Summary Of Charges

Aggregate Monthly Recurring Charges

| | |
|-----------------------------------|--------------------------------------|
| Monthly Recurring Charges: | \$325.80 |
| Promotional Discount: | |
| Promotion Option: | CEN_\$14.95BVESeats30+_0Phone |
| Promotion Description: | |

Unified Communication Seats provided for discounted rate of \$14.95 each, increasing to then regular rate at end of original term (month 37 if 3 year term, or month 61 if 5 year term). Entry Level Polycom Phone MRC waived for length of original contract term, increasing to then regular rate at end of term (month 37 if 3 year term, or month 61 if 5 year term). Minimum Business Internet Performance or Ethernet required. OTT sites are eligible if main site meets minimum Business Internet Performance/Ethernet requirement. Minimum 30 seats required. 3 year term required with Business Internet. 3 or 5 year term required with Ethernet. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports

| | |
|--|-----------------|
| Total Business VoiceEdge Monthly Recurring Charge*: | \$325.80 |
|--|-----------------|

*Applicable federal, state and local taxes & fees may apply; usage fee not included. Additional orders (adding or deleting seats) may change the "per seat" pricing.

Business VoiceEdge Standard Installation Charges

| | | |
|--|---------------|------------------|
| Customer Training: | Online | No Charge |
| Total One-time Charges: | | \$0.00 |
| Site Installation Charges: | | \$0.00 |
| Total Business VoiceEdge Standard Installation Charges: | | \$0.00 |



| | | |
|-------------------------|-------------------|-----------------------|
| Account Name | MSA ID | Date Generated |
| Riverwoods Police Dept. | IL-16684798-DGree | 4/30/2024 |

**COMCAST ENTERPRISE SERVICES
MASTER SERVICES AGREEMENT (MSA)**

MSA Term: 60

CUSTOMER INFORMATION

| | |
|--------------------------|--|
| Primary Contact : | Primary Contact Address Information |
| Title: | Address 1: |
| Phone: | Address 2: |
| Cell: | City: |
| Fax: | State: |
| Email: | Zip Code: |

This Comcast Enterprise Services Master Services Agreement ("Agreement" or "MSA") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above customer ("Customer") and is effective as of the date of Customer's signature below (the "Effective Date"). The Agreement consists of this Master Service Agreement Cover Page executed by Customer (this "Cover Page"), the Comcast Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), each Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted by Comcast hereunder ("Sales Orders"). In the event of any inconsistency among these documents, the order of precedence will be as follows: (1) Amendments (if any), (2) this Cover Page, (3) PSA(s), (4) General Terms and Conditions and (5) Sales Orders. This Agreement shall be legally binding when signed by Customer and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

Customer may submit Sales Orders to Comcast during the term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <https://business.comcast.com/terms-conditions-ent>. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at https://business.comcast.com/privacy-statement_new (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in serviceable areas. Services may not be transferred without the prior written consent of Comcast as set forth in more details in the General Terms and Conditions. Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Orders, and early termination fees are identified in the applicable PSAs.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CUSTOMER (by authorized representative)

| |
|------------|
| Signature: |
| Name: |
| Title: |
| Date: |

14b. Approval of an Amendment to an Ordinance
Authorizing a Continuing Senior Exemption from Sewer
Utility Service Surcharge

MEMORANDUM

TO: The Board of Trustees

FROM: Kristine Ford, Mayor

DATE: June 18, 2024

RE: Amendment to the 2015 Ordinance for Senior Exemption



Background

In 2015 the Board passed an Ordinance exempting qualified resident from the sewer surcharge for the calendar year 2015. Whether through misunderstanding, or administrative error, it was discovered that those residents qualifying in 2015 – and in some cases the properties – continue to be exempted from the sewer surcharge.

In order to qualifying for the sewer surcharge exemption, the resident must have qualified for the Senior Citizens Assessment Homestead Freeze or the Senior Citizens Real Estate Tax Deferral Act. There are 20 Riverwoods residents listed by Lake County as qualifying under those conditions in 2023. Our Utility billing records show 18 exemptions, 3 of which benefitted from the sale from a qualified resident and the account was never updated, and another 5 who do not qualify. Clearly, our records need to be updated. Those who qualify and have continued receiving the exemption are in a position to have that exemption reversed if the Ordinance is not amended.

Recommendation

The Board needs to consider whether or not they wish to continue to exempt qualifies residents from the sewer surcharge. The sewer surcharge is currently \$18.00 per month, billed quarterly.

It is recommended that the Ordinance be amended to provide for an exemption from payment of a sewer surcharge to residents qualifying under the Senior Citizens Assessment Homestead Freeze or the Senior Citizens Real Estate Tax Deferral Act as determined by Lake County. The following actions will then be taken:

- Residents on the current list of exemptions who do not qualify be sent letters notifying them that they will be receiving a sewer bill beginning July 1, 2024.
- Residents on this current list of exemptions who do qualify will continue to be exempt.
- Residents on the Lake County list who are not on the current list of exemptions will be sent a letter notifying them of the exemption to be effective July 1, 2024.

Attachment

ORDINANCE NO. 24-06-__

AN ORDINANCE AUTHORIZING A CONTINUING EXEMPTION FOR ELIGIBLE RESIDENTS FROM PAYMENT OF THE MONTHLY CHARGE FOR SEWER REPLACEMENT RESERVE IN THE VILLAGE OF RIVERWOODS

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 President and Board of Trustees of the Village approved the imposition of a monthly charge (the “Sewer Surcharge”) to build up the cash and cash equivalents in the Sewer Fund in accordance with the Village’s Replacement Reserve Policy; and

WHEREAS, the residents of the Village also pay sewer transmission and treatment charges to Lake County, and the combined impact of the Sewer Surcharge and other sewer user charges being collected is burdensome to certain residents living on fixed budgets and attempting to the maintain the use or occupancy of their residences; and

WHEREAS, Section 15-172 of the Property Tax Code, 35 ILCS 200/1-1 *et seq.*, known as the “Senior Citizens Assessment Freeze Homestead Exemption”, presently grants an exemption for real property improved with a permanent structure that is occupied as a residence by applicants who meet the requirements stated therein; and

WHEREAS, the State of Illinois has determined that the applicants qualifying for the Senior Citizens Assessment Freeze Homestead Exemption would suffer undue financial hardship with respect to maintaining the use or occupancy of their residences without the relief afforded by such exemption; and

WHEREAS, Section 3 of the “Senior Citizens Real Estate Tax Deferral Act”, 320 ILCS 30/1 *et seq.*, grants a deferral for all or part of the real estate taxes payable during a year to certain taxpayers whose household income meets the requirements of that Act; and

WHEREAS, the President and Board of Trustees of the Village find that the collection of the Sewer Surcharge will impose a substantial hardship on certain residents of the Village and that the best interest of the Village would be served by granting an exemption to those residents who have qualified for either the Senior Citizens Assessment Homestead Freeze Exemption or the tax deferral provided under the Senior Citizens Real Estate Tax Deferral Act, so that such residents will not be charged the Sewer Surcharge and can afford to keep and maintain their residences;

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

SECTION ONE: All village residents who shall have qualified for the Senior Citizens Assessment Homestead Freeze Exemption or the tax deferral provided under the Senior Citizens Real Estate Tax Deferral Act are hereby granted the right to an exemption, and they shall not be charged or be required to pay the Sewer Surcharge during such period of eligibility, provided they apply for and demonstrate compliance with the eligibility requirements herein established for such exemption.

SECTION TWO: The Village Clerk is hereby directed to prepare an exemption form for the use of village residents desiring to apply for the Sewer Surcharge exemption. Upon the proper completion and submission of such application by any village resident, the Village Clerk shall verify the accuracy of the information contained therein and determine whether the applicant qualifies for the exemption and shall notify the applicant whether such applicant is a “qualified resident”. After a qualified resident’s application for exemption is accepted, such qualified resident shall not be billed for the Sewer Surcharge during the calendar year in question. Each qualified resident shall be required to demonstrate continuing eligibility for each succeeding calendar year for which an exemption is sought. The exemption provided for by this Ordinance shall apply to the current calendar year and each calendar year thereafter.

SECTION THREE: All ordinances, resolutions, motions or orders in conflict herewith be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner required by law.

AYES:

NAYS:

PASSED & APPROVED this 18th day of June 2024.

Village President

Attest:

Village Clerk

AN ORDINANCE AUTHORIZING THE SALE OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF RIVERWOODS

Issue: Sale of 2020 Dodge Durango VIN: 1FM5K8AC2PGB12142

Recommendation: Approve

Background: The Village has a police vehicle that is no longer fit for service. An ordinance authorizing its disposal is required.

Attached Documents: Ordinance approving sale.

Responsibility: Village Attorney; Chief Dayno

To be sold at auction conducted by Obenauf Auction Service, Inc., 118 N. Orchard Street, Round Lake, IL 60073;

14c. Approval of an Ordinance Authorizing the Sale of Surplus Personal
Property Owned by the Village of
Riverwoods (surplus police vehicle)

ORDINANCE NO. 24-06-__

**AN ORDINANCE AUTHORIZING THE SALE OF SURPLUS PERSONAL
PROPERTY OWNED BY THE VILLAGE OF RIVERWOODS**

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

WHEREAS, the Village owns an automobile that has been used by its police department (the "Vehicle") and which is described and has the vehicle identification number as follows:

2020 Dodge Durango VIN: 1FM5K8AC2PGB12142

WHEREAS, the President and Board of Trustees of the Village desire to authorize the sale of the Vehicle to the highest bidder at the next Vehicle & Equipment Consignment Auction (the "Auction") to be conducted by Obenauf Auction Service, Inc., 118 N. Orchard Street, Round Lake, IL 60073.

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

SECTION ONE: Pursuant to the Village's home rule power and Section 11-76-4 of the Illinois Municipal Code, the President and Board of Trustees hereby (a) find that the Vehicle is surplus property and is no longer necessary or useful to or for the best interest of the Village and (b) authorize and direct the Chief of Police of the Village to enter into a consignment agreement with Obenauf Auction Service, Inc., to authorize the sale of the Vehicle at the Auction; and

SECTION TWO: The Chief of Police is hereby authorized and directed to sign the certificate of title for the Vehicle and to authorize and conclude the sale of the Vehicle at the Auction to the highest bidders in accordance with the terms and conditions of such consignment agreement, all as the Chief of Police shall find necessary or advisable in implementing the provisions of this Ordinance.

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

AYES:

NAYS:

PASSED & APPROVED this 18th day of June 2024.

Village President

Attest:

Village Clerk

Item 14d: Approval of a Deduct Change Order for the Saunders Road
Watermain Replacement Project in the Amount of \$71,208.75.

\$790,921.25. We finalized all quantities with the contractor. Through this process we have been very diligent in documenting all quantities and minimizing cost to reduce the initial contract cost.

| | |
|-------------------------|----------------------|
| Current contract price: | \$862,130.00 |
| Change order #3: | - <u>\$71,208.75</u> |
| Revised contract price: | \$790,921.25 |

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

Sincerely,
Gewalt Hamilton Associates, Inc.



Carissa Smith, P.E.
Village Engineer

Enc: Change Order #3 request for authorization

REQUEST FOR AUTHORIZATION OF CHANGE ORDERS

CONSULTING ENGINEERS

Project Name: Saunders Road Water Main Replacement Project
Project Location: Saunders Road
Client: Village of Riverwoods

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

GHA Project No.: 9770.348
Project Manager: Carissa A Smith, PE

www.gha-engineers.com

General Contractor: Bolder Contractors, Inc.

Day & Date: Tuesday, June 11, 2024

Change Order #: 3

| Item # | Item Description | Unit | Quantity | Unit Price | Addition/(Deduction) |
|--------|--|------|----------|------------|----------------------|
| 1 | Tree Trunk Protection | EA | 0.00 | \$200.00 | (\$2,000.00) |
| 4 | Removal and Disposal of Unsuitable Material | CY | 0.00 | \$47.00 | (\$2,350.00) |
| 5 | Topsoil Furnish and Place, 4" | SY | 1,550.00 | \$18.00 | \$27,900.00 |
| 6 | Seeding, Class 2A | AC | 0.32 | \$8,000.00 | \$2,560.00 |
| 7 | Erosion Control Blanket | SY | 1,550.00 | \$3.00 | \$4,650.00 |
| 8 | Temporary Ditch Checks | EA | 6.0 | \$300.00 | (\$1,800.00) |
| 9 | Perimeter Erosion Barrier | FT | 145.00 | \$9.00 | (\$45.00) |
| 10 | Driveway Paement Removal | SY | 7.0 | \$1,000.00 | (\$84.00) |
| 12 | Class D Patches, Typ III, 4 Inchl | SY | 0.00 | \$80.00 | (\$4,800.00) |
| 13 | Class D Patches, Typ IV, 4 Inch | SY | 8.0 | \$80.00 | (\$640.00) |
| 15 | Casing Pipe, 16" Special | FT | 10 | \$300.00 | (\$3,000.00) |
| 19 | Valve Vaults to be Abandoned | EA | 3.0 | \$1,000.00 | (\$3,000.00) |
| 20 | Drilling/Pulling Pit, Special | EA | 1.0 | \$2,000.00 | (\$2,000.00) |
| 22 | Fire Hydrants to be Removed, Special | EA | 1 | \$1,200.00 | \$1,200.00 |
| 25 | Hot-Mix Asphalt Driveway Pavement, 3", Special | SY | 8 | \$80.00 | (\$640.00) |
| 27 | Remove and Reset Street Sign, Special | EA | 4 | \$200.00 | (\$800.00) |
| 29 | Remove Valve Vault. Special | EA | 1 | \$1,800.00 | (\$1,800.00) |
| 30 | Salvage Existing Fire Hydrant, Special | EA | 1 | \$2,000.00 | (\$2,000.00) |
| 32 | Temporary Mailbox, Special | EA | 2 | \$300.00 | (\$600.00) |
| 33 | Tracer Wire, Special | FT | 228.5 | \$1.50 | (\$342.75) |
| 35 | Tree and Landscape Material Protection, Special | FT | 30.00 | \$20.00 | (\$600.00) |
| 36 | Tree Root Pruning | FT | 100 | \$10.00 | (\$1,000.00) |
| 37 | Trench Backfill, Special | CY | 88 | \$66.00 | \$5,808.00 |
| 39 | Water Main, 6", Ductile Iron CL 52, Open Cut, Special | FT | 26 | \$130.00 | (\$3,380.00) |
| 40 | Water Main, 8", PVC C900 DR 18, Open Cut, Special | FT | 161.50 | \$170.00 | \$27,455.00 |
| 41 | Water Main, 8", PVC C900 DR 18, Directionally Drilled, Special | FT | 440.00 | \$170.00 | (\$74,800.00) |
| 42 | Water Main 10", ductile Iron CL 52, Open Cut, Special | FT | 40.00 | \$190.00 | (\$7,600.00) |

Item 14d: Approval of a Deduct Change Order for the Saunders Road
Watermain Replacement Project in the Amount of \$71,208.75.

| | | | | | |
|----|--|----|-----|-------------|---------------|
| 43 | Water Service Connection, Long Side, 1.5", Special | EA | 1 | \$5,000.00 | (\$5,000.00) |
| 44 | Water Service Connection, Short Side – 1.5", Special | EA | 5 | \$2,500.00 | (\$12,500.00) |
| 45 | Line Stop, Special | EA | 1.0 | \$10,000.00 | (\$10,000.00) |

| | |
|---------------|---|
| \$781,230.00 | Awarded Contract Value |
| \$80,900.00 | Estimated Cost of Previously Approved Change Order(s) |
| (\$71,208.75) | Estimated Cost of this Change Order |

Location and Reason:

Various quantities adjusted during construction to reflect exact installation of material during project.

| | |
|-----------|---|
| 6/11/2024 | Wadee Rafati, PE - Gewalt Hamilton Associates, Inc. |
| Date: | Prepared By: |

| | |
|-----------|--|
| 6/11/2024 | Carissa A Smith, PE - Gewalt Hamilton Associates, Inc. |
| Date: | Recommended By: |

| | |
|-------|--------------|
| | |
| Date: | Accepted By: |

BOT meeting June 18, 2024

Item 14e: Approval of an Ordinance Authorizing the Purchase of Certain Real Property in the Village of Riverwoods (Federal Life property at 3750 Deerfield Road)

In the Board packet is an ordinance authorizing the Village to enter into a purchase agreement with the Federal Life Insurance Company. The ordinance references the sources of authority that empower the Village to proceed with the purchase, including its home rule powers and the powers specifically given for redevelopment in the TIF District by the Tax Increment Allocation Financing Act.

The ordinance contemplates that the delivery and exchange of the contract will not take place until the Village and Lincolnshire-Riverwoods Fire Protection District have exchanged executed versions of the Intergovernmental Agreement, which is the next item in this Agenda.

The Purchase Agreement contemplates a closing on October 15, 2024, but the Federal Life Company may ask for up to a 30-day extension as it coordinates its move out.

Upon full execution and exchange of the purchase contract, the Village will begin a 90-day due diligence period during which it collects information from an environmental phase 1 assessment and asbestos survey and further investigates the costs related to the demolition of the existing building and site development, including negotiating a separate intergovernmental agreement with Lake County concerning elements of the on-site work that are needed by Lake County for the roadway project planned for Deerfield Road. The Village hopes to conclude this agreement with Lake County before expiration of the due diligence period.

In addition, there is yet another intergovernmental agreement, unrelated to the Federal Life Property, that will be worked on by the Village and Lake County governing the allocation of "local share" costs in connection with the roadway project. This agreement is still in planning stages.

ORDINANCE NO. 24-06-__

**AN ORDINANCE AUTHORIZING THE PURCHASE
OF CERTAIN REAL PROPERTY IN THE VILLAGE OF RIVERWOODS**

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 promote the health, safety and welfare of the Village and its inhabitants, to encourage private development in order to enhance the local tax base, create employment, and ameliorate blight, and to enter into contractual agreements with third persons to achieve these purposes; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois (65 ILCS 5/11-74.4-1, *et seq.*), as from time to time amended (the "Act"), the President and Board of Trustees of the Village (the "Corporate Authorities") are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a "blighted area" or a "conservation area" as defined in Section 11.74.4-3(b) of the Act; and

WHEREAS, in accordance with the Act, the Corporate Authorities adopted the following ordinances on January 8, 2019: (1) Ordinance No. 19-01-01, approving the Tax Increment Financing District Eligibility Study, Redevelopment Plan and Project, dated July 12, 2018 for the Deerfield Road Redevelopment Project Area (the "Redevelopment Plan"); (2) Ordinance No. 19-01-02, designating the Deerfield Road Redevelopment Project Area in the Village (the "Redevelopment Project Area"); and (3) Ordinance No. 19-01-03 adopting tax increment allocation financing for the Redevelopment Project Area; and

WHEREAS, the Corporate Authorities deem it advisable and necessary for the health, safety and welfare of the residents of the Village to provide for the acquisition of certain property located within the Redevelopment Project Area, consisting of approximately 9.38 acres, legally described in Exhibit A attached hereto, and commonly known as 3750 Deerfield Road, Riverwoods, Illinois (the "Property"); and

WHEREAS, the Village has authority pursuant to its home rule powers, the Act and the Illinois Municipal Code to purchase the Property for public purposes and in furtherance of the goals and objectives of the Redevelopment Plan; and

WHEREAS, the Corporate Authorities deem it advisable and necessary for the health, safety and welfare of the residents of the Village to provide for the acquisition of the Property, for a gross purchase price of Three Million Dollars (\$3,000,000.00), and on substantially such other terms and conditions as are set forth in the real estate agreement in the form of Exhibit B attached hereto and by this reference incorporated into this Ordinance (the "Purchase Agreement");

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

SECTION ONE: The statements and findings contained in the preamble to this

Ordinance are found to be true and correct, and are hereby adopted as part of this ordinance.

SECTION TWO: The President and Board of Trustees hereby approve the Purchase Agreement and authorize and direct the Village President and Village Clerk to execute and deliver such Purchase Agreement on behalf of the Village, in substantially such form with such ministerial insertions or corrections as the Village President shall deem appropriate. The Village President is authorized to delay delivery of the Purchase Agreement until the Village is in receipt of an executed intergovernmental agreement between the Village and Lincolnshire-Riverwoods Fire Protection District concerning the redevelopment of the Property.

SECTION THREE: The Village President is authorized and directed to execute such further instruments and approvals as may be required or permitted under the terms of such Purchase Agreement, and to take such further or different administrative actions as may be required under the Purchase Agreement or as may be otherwise necessary to give full force and effect to this Ordinance.

SECTION FOUR: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provisions of this Ordinance.

SECTION FIVE: All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

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

PASSED this 18th day of June, 2024, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of June, 2024.

Kristine L. Ford, Village President

ATTEST:

Danice Moore, Village Clerk

Exhibit A to Ordinance 24-06-__

Legal Description

THE WEST 807.09 FEET OF THE EAST 1,453.50 FEET (MEASURED ALONG THE CENTER LINE OF DEERFIELD ROAD) OF THAT PART OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE WITH THE CENTER LINE OF DEERFIELD ROAD; THENCE EAST ALONG THE CENTER LINE OF DEERFIELD ROAD TO THE WEST LINE OF PROPERTY CONVEYED TO FREDERICK A. PRESTON BY WARRANTY DEED RECORDED AS DOCUMENT NO. 228057; THENCE NORTH ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF PREMISES CONVEYED TO FRANK A. O'DONNELL BY WARRANTY DEED RECORDED AS DOCUMENT NO. 442582; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID PROPERTY CONVEYED TO SAID FRANK A. O'DONNELL TO THE CENTER LINE OF MILWAUKEE AVENUE; THENCE SOUTHERLY ALONG THE CENTER LINE OF MILWAUKEE AVENUE TO THE PLACE OF BEGINNING IN LAKE COUNTY, ILLINOIS.

PINS: 15-26-300-019

Common Address: 3750 Deerfield Road, Riverwoods, Illinois 60015

Exhibit B to Ordinance 24-06-__
Form of Purchase Agreement

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (the “Agreement”) is made by and between Federal Life Insurance Company, an Illinois life insurance company formerly known as Federal Life Insurance Company (Mutual) (“Seller”) and the Village of Riverwoods, an Illinois home rule municipal corporation (“Buyer”). The Agreement Date shall be the date of execution of this Agreement by the party last executing the Agreement upon delivery thereof to the other party. The Lincolnshire-Riverwoods Fire Protection District is joining this Agreement for the limited purpose of effectuating the conveyances and joining in the closing escrow described in Section 2.01 below.

ARTICLE 1: DEFINED TERMS

- 1.01 Seller: As defined in the introductory paragraph. Seller is the owner of record and desires to sell certain real property described below.
- 1.02 Buyer: As defined in the introductory paragraph.
- 1.03 Property: The Property is certain real estate, which is commonly known as 3750 Deerfield Road, Riverwoods, IL, improved with an office building and having a tax identification number of 15-26-300-019, and all of Seller’s right, title and interest in and to all privileges, rights, easements, hereditaments, and appurtenances belonging to the land (the “Property”). The legal description of the Property is attached hereto as **Exhibit A**.
- 1.04 Purchase Price: The Purchase Price is Three Million Dollars (\$3,000,000.00) (the “Purchase Price”), payable as follows:
- (a) \$25,000.00 which shall be deposited with Chicago Title Insurance Company (“Escrowee” or “CTIC”) pursuant to the terms of Escrowee’s form of strict joint order escrow agreement within 3 business days of the Agreement Date (the “Initial Deposit”); and
 - (b) \$75,000.00 which shall also be deposited with Escrowee upon the earlier of the expiration or waiver of the Due Diligence Period described below (the “Supplemental Deposit”) (the Initial Deposit and Supplemental Deposit, collectively, the “Earnest Money”); and
 - (c) The unpaid balance of the Purchase Price after application of the Earnest Money, to be paid to Seller at the closing of the sale of the Property (the “Closing”) by wire transfer, plus or minus prorations and credits (if any) as described below.
- 1.05 Broker: Cushman & Wakefield of Illinois Inc. is Seller’s Broker, and Sean Kropke is its designated agent. Buyer is not represented by any real estate broker
- 1.06 Due Diligence Period: The “Due Diligence Period” shall be the period commencing upon the Agreement Date and ending ninety (90) days thereafter, unless extended by a writing executed by both Seller and Buyer, or shortened by a writing executed by Buyer. If, at the

end of the Due Diligence Period, Buyer at its sole discretion, chooses to terminate the Agreement, the Earnest Money shall be returned to Buyer.

1.07 Address of the parties for notice:

(a) Seller: Federal Life Insurance Company
3750 Deerfield Road
Riverwoods, IL
Attention: William Austin, Executive Vice Chairman,
waustin@federallife.com
And Attention: Anders Raaum, Senior Vice President,
araaum@federallife.com

with a copy to: James A. Hochman, Schain Banks
Seller's Attorney 70 West Madison, Ste. 5300
Chicago, IL 60602
630-640-4041
jhochman@schainbanks.com

(b) Buyer: Village of Riverwoods
300 Portwine Road
Riverwoods, IL 60015-4834
Attn: Mayor Kristine L. Ford
Email: kford@riverwoods.gov

with a copy to: Village Attorney
Buyer's Attorney Village of Riverwoods
300 Portwine Road
Riverwoods, IL 60015
Attn: Bruce K. Huvad
Email: bruce@huvadlaw.com

1.08 Intended Use: Buyer's Intended Use of the Property is the subdivision of the Property into multiple lots, one of which (the "District Lot") is to be conveyed to the Lincolnshire-Riverwoods Fire Protection District (the "District"), so as to facilitate the construction of a fire department station by the District, while reserving the balance of the Property for Village purposes, such subdivision to be contingent upon and not effective until Closing. Due to the Intended Use, Buyer and the District have entered or will enter into an intergovernmental agreement (the "IGA") under which the Buyer and District will cause the demolition of the existing office building on the Property after Closing.

1.09 List of Exhibits

| | |
|-----------|--|
| Exhibit A | Legal Description |
| Exhibit B | List of Permitted Exceptions |
| Exhibit C | List of Leases and copies thereof (if any) |
| Exhibit D | Notices of Increased Assessed Valuation of the Property (if any) |

Exhibit E
Exhibit F

List of Contracts for the Property (to be terminated at Closing)
Offer Notice from Lake County Division of Transportation

ARTICLE 2: AGREEMENT TO CONVEY

2.01 In consideration of payment of the Purchase Price by Buyer to Seller and in furtherance of the Intended Purpose, Seller agrees to cooperate with Buyer in applying for and receiving approval from the Village of Riverwoods, in its governmental capacity, of (a) a plat of subdivision (the "Subdivision Plat") to divide the Property and (b) to adopt amendments to the Riverwoods Zoning Ordinance, as Buyer deems appropriate to authorize the use of the District Lot for a fire department station. All zoning entitlements shall be prosecuted at Buyer's sole cost and expense and may be prosecuted prior to the Closing, provided that such entitlements shall not invalidate Seller's current use and occupancy of the Property, and provided that such subdivision shall not become effective until the conveyance of title to the Property from Seller to Buyer. Seller agrees to execute and deliver the approved Subdivision Plat, and the Parties shall give instructions to Escrowee at Closing for the following sequence to occur: (1) the Subdivision Plat will be recorded, (2) Seller will convey the Property (now divided into multiple lots) to Buyer, in order that (3) Buyer will then convey the District Lot to the District pursuant to the IGA. Seller acknowledges that the District will be made a party to the closing escrow and will furnish two-thirds (2/3rds) of the funds needed to consummate the Closing, and Seller agrees that such District funds may be disbursed from the closing escrow in partial payment of the Purchase Price. Addition of the District as a party to this Agreement and to the closing escrow shall not excuse Buyer from its obligations to pay the entire Purchase Price and perform all other obligations and duties of Buyer.

Subject to the foregoing, Seller agrees to convey legal title to the Property to Buyer by Special Warranty Deed, subject to the Permitted Exceptions (as defined below).

2.02 Title Commitment Review: Within ten (10) business days after the Agreement Date, Seller shall provide Buyer with a current title commitment for issuance of an ALTA Form of Owners Policy (2006) in the amount of the Purchase Price, with an extended coverage endorsement and covering title to the real estate described on **Exhibit A**, and copies of all recorded documents referred to in said title commitment (the "Recorded Documents"). Unless Buyer and/or Buyer's counsel object to encumbrances shown in the title commitment within 15 days after receipt from Seller of the Title Commitment and copies of or hyperlinks to the Recorded Documents (the "Title Review Period"), then all objections thereto shall be deemed to be waived by Buyer. During the 15-day period, Buyer may, by written notice to Seller, cancel this Agreement in the event Buyer finds conditions of title reflected in such title commitment which are objectionable to Buyer in Buyer's sole and absolute discretion ("Unacceptable Exceptions"); provided, however, that Seller shall first be given the opportunity to remove or insure over the Unacceptable Exceptions (with such insurance over to approved by Buyer). If Seller is unable to remove or insure over the Unacceptable Exceptions within 30 days of Buyer's notice of same, then Buyer may terminate this Agreement.

Seller has disclosed the recorded documents identified in the exceptions to title listed in **Exhibit B**, copies of which have already been made available to Buyer; the exceptions to title in **Exhibit B**, and any new exceptions to title disclosed in the current title commitment which Buyer accepts (or is deemed to have accepted) pursuant to the preceding paragraph shall be deemed the “**Permitted Exceptions**”.

2.03 Seller shall provide to Buyer at closing an Affidavit of Title covering the date of closing, subject only to the Permitted Exceptions.

ARTICLE 3: SURVEY

3.01 Buyer has received an ALTA/NSPS survey of the Property prepared by Haeger Engineering as Project No, 20-147, dated June 29, 2021. Buyer will obtain an update of such survey, certified to Buyer and District (the “New Survey”). If the New Survey shows improper location of improvements or encroachments (other than the encroachments listed in Exhibit B) or other survey defects impairing merchantability of title, and if Buyer provides Seller its objection(s) to said New Survey within fifteen (15) days of receipt thereof but not later than the end of the Due Diligence Period and Seller is unable to obtain title insurance protection for the benefit of Buyer against any loss resulting from such improper location or encroachment, within 15 days of receipt of said notice, then Buyer may, at Buyer’s option, declare this Agreement to be null and void. Buyer’s failure to provide timely notice of its objection(s) to survey shall be deemed acceptance of said survey. At Closing, Seller will provide Buyer a credit in the amount of the cost of the New Survey not to exceed \$8,000.00.

ARTICLE 4: REPRESENTATIONS AND WARRANTIES OF SELLER

4.01 Seller:

Seller hereby represents, warrants, and covenants to Buyer, that, as of the execution of this Agreement and as of the Closing:

(a) There are no leases on the Property.

(b) The 2022 real estate taxes for the Property were \$176,011.38; and if Seller has received notice of any increase in the assessed valuation of the Premises over the assessed valuation, such notice are attached hereto as **Exhibit D**. If, between the date hereof and the date of Closing, Seller receives any other notice of any increase in the assessed valuation, Seller will promptly notify Buyer of same.

(c) There are no written or oral contracts or commitments relating to the Property including without limitation for management, performance of services, employment, or purchase or lease of equipment (collectively “Contracts”) relating to the Property with respect to any agent, employee or third party, which are not terminable at the election of the Seller on not more than thirty (30) days’ notice and without penalty, except as listed on **Exhibit E**. Seller covenants to terminate all such Contracts, with termination effective on or before the date of Closing.

(d) To the best of Seller's knowledge, except for the threatened taking of a portion of the Property by Lake County for condemnation and establishment of stormwater and compensatory storage easements over the Property which matter is discussed below (the "LCDOT Taking") there are no lawsuits threatened or pending involving all or any portion of the Property and no governmental notice has been received by Seller of any condemnation proceedings or any building, zoning, environmental, fire, or health code violations which are threatened or pending. If between the date hereof and the date of Closing, any notice of code violation is received or any lawsuits are initiated with respect to the Property, Seller will promptly notify Buyer of same, and with respect to code violations, shall cure same as a condition precedent to Buyer's obligation to close the purchase of the Property. In the event that Seller either refuses or is unable to cure said violation(s), then either party hereto may rescind this Agreement, and Buyer shall be entitled to return of its Earnest Money and this Agreement shall be null and void.

(e) Seller has good and marketable title to all of said items of personal property free and clear of all liens, claims, and encumbrances.

(f) The execution of this Agreement is not in violation of or prohibited by any contract, agreement, or other obligation to which Seller is bound, and the party executing this Agreement for Seller warrants his/her authority to bind Seller.

(g) All of the documents delivered to the Buyer pursuant to this Contract are, to the best of the actual knowledge of Seller, true and correct.

(h) Seller shall continue to operate and maintain the Property in its present condition in the same manner the Seller has previously done during its ownership of the Property through Closing.

(i) Seller shall keep Property adequately insured by financially sound and reputable insurers against loss or damage by fire with extended coverage endorsements and maintain reasonably adequate liability insurance covering liability for personal injury or property damage to the extent and in the manner customary for Property of its character through Closing.

(j) Seller shall duly pay and discharge, or cause to be paid or discharged, or shall provide a credit to Buyer at Closing for all taxes, assessments, and other governmental charges imposed upon the Property, as well as all claims for labor, materials, or supplies which have been incurred prior to Closing and through Closing the final date for payment of which will occur prior to Closing, and which if unpaid, might by law become a lien or charge upon the Property.

(k) To the best of Seller's actual knowledge, no Hazardous Materials (as defined below) have been used, placed, manufactured, stored, handled, generated, released or disposed of on, under, at or from the Property or any part thereof or from any property located within 300 feet of any boundary line of the Property, and which could be detrimental to the Property, or which is in violation of any applicable law or regulation. For purpose hereof, "Hazardous Materials" means any hazardous, toxic, or dangerous

substance, material, waste, gas or particulate matter which is defined as such for purposes of regulation by any local government authority, the State of Illinois, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” or “restricted hazardous waste” under any provision of Illinois law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 1251 et seq. (33 U.S.C. Sec.1317), (vii) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq. (42 U.S.C. Sec. 6903), or (viii) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9601 et seq. (42 U.S.C. Sec 9601).

(l) The representations and warranties made by Seller herein above shall be remade at Closing, but shall not survive Closing, except for those representations and warranties made in Section 4.01(a), (e) and (f) which shall be remade at Closing and survive the Closing for a period of six (6) months.

4.02 Buyer:

Buyer hereby represents, warrants, and covenants to Seller that it:

- (a) Has the authority to execute this Agreement and bind Buyer;
- (b) Shall use reasonable commercial efforts to timely perform any and all inspections or other tasks of its due diligence.

ARTICLE 5: TITLE INSURANCE

5.01 Seller shall provide to Buyer at Closing, at Seller’s expense, CTIC’s ALTA Form of Owners Policy (2006) as described above with extended coverage and with endorsements as requested by Buyer during title review, provided, however, that the cost for any title endorsements except extended coverage shall be borne by Buyer. Seller and Buyer shall share equally the costs for any deed and money escrow, Gap Coverage, and/or New York Style Closing. Seller shall pay all required State and County transfer taxes.

ARTICLE 6: INSPECTION; TERMINATION RIGHT; REMOVAL OF PERSONAL PROPERTY

6.01 From the Agreement Date and until expiration of the Due Diligence Period, Buyer shall have the right to and shall use its reasonable commercial efforts to inspect:

- (a) The Property, including the right to make such physical investigations and studies of the structural and mechanical aspects of the Property as Buyer shall deem necessary provided that Buyer shall hold Seller harmless from any claims or liabilities based upon accidents, injuries, or damages sustained by virtue of Buyer’s inspection pursuant to this paragraph;

- (b) All Contracts of the Property; and
- (c) All notices of changes in assessed valuation relating to the Property for the current or subsequent tax year, if any, in possession of Seller, and the current real estate tax bill covering the Property;

Provided, however, before entering the Property for such inspections, Buyer shall provide a certificate of insurance insuring Seller for loss incurred by the acts and omissions of Buyer and its agents on the Property, with such certificate naming Seller as an additional insured party, along with its employees and agents. Seller agrees to cooperate in all respects to facilitate Buyer's inspection and agrees to promptly make available all documents, books, and records listed above to permit the inspections described herein, to the extent such records are available. If Buyer shall advise Seller at any time prior to the expiration of the Due Diligence Period that Buyer, in its sole discretion, elects not to proceed with the transaction contemplated hereunder, this Agreement shall thereupon terminate and neither party hereto shall have any further rights against the other, except that all Earnest Money and interest earned thereon (if any) shall be immediately returned to Buyer. In the absence of written notice from Buyer to Seller prior to expiration of the Due Diligence Period that Buyer desires to terminate this Agreement, this contingency shall be deemed waived. Buyer shall not suffer or permit any mechanic's or other lien to attach to the Property, and Buyer shall hold Seller harmless from any and all claims and liabilities based upon accidents or injuries sustained by virtue of Buyer's possession or use of the Property pursuant to any and all inspections of the Property pursuant to this Agreement

Buyer shall have the further right to conduct a walk-through inspection of the Property within five (5) days prior to Closing for the purpose of verifying Seller's compliance with its representations and warranties.

6.02 The Parties understand that Buyer intends to demolish the existing office building on the Property (the "Building"). Seller will remove all items of personal property, furnishing, fixtures and equipment located or stored in the Building before Closing (collectively, "Seller Items"), except that if Buyer determines that the costs of demolition will not increase due to the presence of Seller Items (or designated portions of Seller Items) that Seller desires to leave in place, then Buyer agrees to cooperate with Seller in allowing such Seller Items to remain in the Building. If the costs of demolition would increase due to the presence of Seller Items, then Seller may leave the Seller Items in place if it agrees to be responsible for the additional demolition costs that result from such decision. The Parties will memorialize any mutual understanding regarding Seller Items before expiration of the Due Diligence Period in a written supplement.

ARTICLE 7: EMINENT DOMAIN – RIGHT TO AWARD.

7.01 Seller has been notified by the Lake County Division of Transportation ("LCDOT") that LCDOT intends to take a portion of the Property for purposes including: (a) widening of the north side of Deerfield Road; and (b) easements relating to creation and maintenance of a detention pond on the Property (collectively the "Taking"). The Taking and amount of compensation offered for the Taking (the "Award") is described in the Offer Letter as

Exhibit F hereto. Buyer is negotiating with LCDOT to accept the Award after the Closing, and Seller agrees it will not settle the LCDOT claim for the Taking during the pendency of this Agreement without Buyer's consent, and agrees that, pursuant to this Agreement, Buyer is acquiring the right to receive the Award from LCDOT.

ARTICLE 8: CLOSING

- 8.01 Closing Date and Place: The date of Closing shall be October 15, 2024, or any other date on which Seller and Buyer may otherwise agree in writing at the office of the title insurer nearest the Property or as the parties may agree, provided that title is shown to be good as described above or otherwise acceptable to Buyer. Provided however that Seller shall have the right to extend the closing date for a period up to thirty (30) days to allow Seller to vacate the property in order to occupy leased space at another location. At Closing, Seller shall tender possession of the Property to Buyer subject only to the Permitted Exceptions and in the same working order, ordinary wear and tear and damage by fire or casualty excepted, at the Closing as the same was at the execution of this Agreement.
- 8.02 Prorations: The day of Closing shall belong to Buyer and all prorations hereinafter provided to be made as of the Closing shall each be made as of the end of the day before the Closing Date. Property taxes which have accrued but are not yet due and payable (i.e., taxes for 2024) shall be prorated as of the date of Closing based on 103% of the most recent ascertainable tax bill, and Buyer and Seller agree to reprorate taxes upon receipt of the actual tax bill(s) for the year(s) for which taxes were prorated at Closing. Seller has appealed its taxes, and any rebate or credit resulting from such appeal shall be the property of Seller; and if such appeal should result in a change to taxes for the year(s) prorated at Closing (even after reproration based on receipt of the actual bill), Buyer and Seller shall reprorate such taxes again.
- 8.03 Utilities: Seller is responsible for causing all utilities to be paid through the date of Closing and will reimburse Buyer for Seller's share, prorated as of the date of Closing, of any such unpaid bills for which final readings are not obtained as of the Closing.
- 8.04 Seller's Closing Documents: At or prior to the Closing, Seller shall deliver to Buyer or to Escrowee each of the following if applicable:
- (a) The Owner's Policy subject to only the Permitted Exceptions issued in accordance with Article 2.02, which policy shall be dated as of the Closing Date;
 - (b) A stamped Special Warranty Deed with all stamps affixed thereto, with Buyer indicated as the Grantee;
 - (c) An Affidavit of Title executed by the Seller warranting that no outstanding mechanic's lien rights exist and that the property is subject to no leases, liens or other claims or encumbrances of title except those specifically permitted pursuant to this Agreement;
 - (d) True and correct copies of all Contracts listed in **Exhibit E**;

- (e) A Bill of Sale covering the items of personal property (if any) being sold to Buyer or Buyer's Nominee, executed by Seller;
- (f) All files relating to the contracts, warranties, and guaranties regarding the Property in the possession of Seller or Seller's agent;
- (g) An assignment of all warranties, guaranties, and rights under contracts and subcontracts held by Seller with respect to the construction of the improvements on the Property and the installation of all fixtures and equipment thereon, if any;
- (h) Keys to all locks on the Property, which keys shall be marked for each door or other lock, if available;
- (i) Real Estate Transfer Declarations;
- (j) A certificate issued by the Illinois Department of Revenue stating no assessed, but unpaid tax, penalties or interest are due in connection with the sale of the Property under Section 9.02(d) of the Illinois Income Tax Act.

The parties hereto shall also deliver such additional documents and matters as shall be reasonably required by the Parties or CTIC to close the transactions contemplated by this Agreement including without limitation, Real Estate Transfer Tax Declarations, copies of paid real estate tax bills, and most recent notices of assessment valuation, if any.

8.05 Buyer's Closing Documents: At or prior to Closing, Buyer shall deliver to Seller or to Escrowee each of the following:

- (a) The purchase price, plus or minus adjustments, credits, and prorations provided for herein;
- (b) Real Estate Transfer Declaration(s) and payment of Municipal Transfer Tax and/or stamps if such payment is a duty of Buyer pursuant to Article 5 above;
- (c) Acceptance of assignment of the warranties, guarantees, and rights under Contracts held by Seller as described above;
- (d) An ordinance or resolution from Buyer's Board of Trustees which approves both execution of the Agreement and closing of the purchase of the Property.
- (e) All other documents required pursuant to other provisions of this Agreement and the Escrow Agreement to be executed and delivered by Buyer; and
- (f) Such other instruments and documents as may be reasonably required in order to carry out the purposes of this Agreement.

ARTICLE 9: BROKERS

9.01 Seller represents and warrants to Buyer that it has worked with no real estate broker other than Cushman & Wakefield of Illinois Inc. (“Seller’s Broker”), and Buyer represents and warrants to Seller that Buyer has not worked with any real estate broker. Each party hereto agrees to indemnify, defend, and hold the other harmless from and against any and all claims for commission based on the acts and promises of the Indemnitor except for the commission of Cushman & Wakefield of Illinois Inc., which shall be paid by Seller.

ARTICLE 10: FLOOD PLAIN AND WETLANDS

10.01 The Property is located within a designated flood plain and may contain wetlands as determined by the flood plain maps of the Federal Government, Buyer may, at its sole discretion if such flood plain prohibits the development of the Intended Use, may at any time this is determined prior to expiration of the Due Diligence Period terminate this Agreement and all Earnest Money shall be returned to Buyer.

ARTICLE 11: NOTICES

11.01 All notices required herein shall be in writing and shall be served on the parties at the addresses in Section 1.07. Whenever notice is required by this Agreement to be given to the parties, it shall be deemed to have been duly given when delivered personally, or within forty-eight (48) hours after deposit in the United States mail, postage pre-paid, registered or certified mail, or by the next business day if sent by express courier service, or by electronic mail to the person(s) named in Section 1.07 at the addresses shown in such section (however, electronic mail shall require proof of transmission and a copy of the notice with proof of transmission being sent by regular mail on the date of transmission, unless the recipient party acknowledges receipt). Notice from a party’s attorney shall be considered as notice given by such party to the other party. Any party hereto may, at any time by giving five (5) days written notice to the other party hereto, designate any other mailing or e-mail address in substitution of the foregoing.

ARTICLE 12: DEFAULT AND REMEDIES

12.01 Time is of the essence of this Agreement. In the event that Buyer should fail to perform this Agreement, then upon seven (7) days prior written notice to Buyer of its default (with a copy to Escrowee as defined below), Seller may demand that the Earnest Money previously deposited and/or due as of the date of the claimed default be forfeited to Seller, not as a penalty, but as agreed liquidated damages to Seller, and as Seller’s sole remedy against Buyer, and this Agreement shall be deemed null and void. In the event that Seller should fail to perform this Agreement, then upon seven (7) days prior written notice to Seller (with a copy to Escrowee as defined below) of its default, Buyer may either: (a) elect that the Earnest Money be returned to Buyer, but such return shall not release Seller from its obligations under this Agreement; or (b) seek specific performance of this Agreement, as Buyer’s only remedies at law or equity against Buyer. Buyer agrees and acknowledges that its remedies aforesaid shall be exercised within one (1) year of the claimed Seller default or such remedies shall be deemed waived.

12.02 In the event of any default, the party holding the Earnest Money (“Escrowee”) shall give notice to both Seller and Buyer of Escrowee’s intended disposition of the Earnest Money. Seller and Buyer hereby agree that if neither party objects in writing to the Escrowee and to the other party, to the proposed disposition of the Earnest Money within 30 calendar days of the date of mailing of such notice, then Escrowee shall dispose of its Earnest Money as previously indicated in such earlier demand or notice. If either Seller or Buyer objects to the Escrowee’s intended disposition of the Earnest Money within the aforementioned 30 day period, then all parties hereto agree that Escrowee may either: (a) continue to hold the Earnest Money until directed otherwise either by: (i) a joint written direction of Seller and Buyer; or (ii) a court order which is either not subject to or no longer subject to appeal, or (b) deposit by interpleader the Earnest Money with the Clerk of the Circuit Court for Lake County. Seller and Buyer agree that Escrowee may be reimbursed from the Earnest Money for all its costs including reasonable attorney fees related to the filing of the interpleader action; and Seller and Buyer agree to indemnify and hold Escrowee harmless from any and all claims and demands including the payment of attorney fees, costs, and expenses arising out of any default claim or demands. Notwithstanding the foregoing, Buyer may receive a return of the Earnest Money upon its sole direction during the Due Diligence Period.

ARTICLE 13: DAMAGE AND DESTRUCTION

13.01 The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Agreement.

13.02 If, prior to Closing, the improvements on the Property, shall be destroyed or materially damaged by fire or other casualty, this Agreement shall not be terminated, as Seller and Buyer agree that the improvements on the Property are intended to be demolished and removed after Closing. Notwithstanding the foregoing, Seller, will use available insurance proceeds to the extent necessary for the costs of stabilizing the Building, (e.g., temporary shoring, etc.) or demolition of unsafe elements and, in such event, Seller shall assign all other insurance proceeds to Buyer and shall permit Buyer to conduct any remaining settlement or other negotiations with the insurer as to the amount of proceeds payable on account of the damage.

ARTICLE 14: ATTORNEYS FEES

14.01 In the event that either party should commence litigation to enforce the terms of this Agreement, including without limitation forfeiture, specific performance, or any claim for damages caused by the default of a party, and/or in defending any proceeding to which Buyer or Seller is made a party to any legal proceeding as a result of the acts or omissions of the other party, the prevailing party shall be entitled to its reasonable costs and reasonable attorneys’ fees from the non-prevailing party.

ARTICLE 15: GENERAL PROVISIONS

15.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

- 15.02 This Agreement embodies and constitutes the entire understanding between the parties hereto with respect to the transactions contemplated herein, and all other prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.
- 15.03 Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except as provided herein or by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.
- 15.04 Descriptive headings are used in this Agreement for convenience only and shall not control, limit, amplify or otherwise modify or affect the meaning or construction of any provision of this Agreement.
- 15.05 Neither party may assign its rights under this Agreement without the consent of the other party. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.
- 15.06 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.
- 15.07 This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Facsimile or electronic mail counterpart signatures to this Agreement shall have the same force and effect as an original ink signature. The parties hereby consent to (i) the delivery by electronic means of all documents required to be delivered hereunder and (ii) the use of electronic notarization to the extent permitted by applicable law, in each case to the extent acceptable to the recording office and/or the title company, as applicable.
- 15.08 The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing; provided however that the District's participation in the closing escrow for the purposes described in Section 2.01 is an intended benefit to the Village and the District.
- 15.09 When the term "business day" occurs, it shall mean any day excluding a Saturday, Sunday, and all other days constituting a legal holiday under the laws of the United States or of the State of Illinois. If the final date of any period which is set out in any provision of this

Agreement or the closing date falls on other than a business day, then the time of such period or the closing date, as the case may be, shall be extended to the next date which is a business day.

ARTICLE 16: TAX DEFERRED EXCHANGE

Buyer and Seller agree to cooperate with respect to executing all appropriate documents to allow Buyer or Seller or both to complete a like-kind exchange of real estate as provided under Section 1031 of the U.S. Internal Revenue Code. The additional costs relating to the Exchange shall be paid by the party seeking to complete the Exchange(s). It is understood that the closing shall not be delayed because of the Exchange(s). The party who is not seeking the Exchange shall have no liability nor incur any cost by reason of said Exchange.

Signature Page Follows

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the day and year stated below.

| | |
|---|--|
| BUYER: | SELLER: |
| Village of Riverwoods, an Illinois home rule municipal corporation | Federal Life Insurance Company, an Illinois life insurance company |
| By: _____ Name: Kristine L. Ford Its: Village President Attest: _____ Danice Moore, Village Clerk Date: _____ | By: _____ Name: William Austin Its: Executive Vice Chairman Date: _____ |

| |
|---|
| DISTRICT: |
| Lincolnshire-Riverwoods Fire Protection District, a fire protection district of the County of Lake, State of Illinois |
| By: _____ President, Board of Trustees |
| ATTEST: _____ Secretary, Board of Trustees Date: _____ |

EXHIBIT A

Legal Description of Real Estate commonly known as 3750 Deerfield Road, Riverwoods, IL, which is the subject of Commercial Real Estate Purchase and Sale Agreement between Federal Life Insurance Company, Seller, and the Village of Riverwoods, Buyer.

[Note: upon recordation of the Subdivision Plat referred to above, the legal description will be revised]

THE WEST 807.09 FEET OF THE EAST 1,453.50 FEET (MEASURED ALONG THE CENTER LINE OF DEERFIELD ROAD) OF THAT PART OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE WITH THE CENTER LINE OF DEERFIELD ROAD; THENCE EAST ALONG THE CENTER LINE OF DEERFIELD ROAD TO THE WEST LINE OF PROPERTY CONVEYED TO FREDERICK A. PRESTON BY WARRANTY DEED RECORDED AS DOCUMENT NO. 228057; THENCE NORTH ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF PREMISES CONVEYED TO FRANK A. O'DONNELL BY WARRANTY DEED RECORDED AS DOCUMENT NO. 442582; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID PROPERTY CONVEYED TO SAID FRANK A. O'DONNELL TO THE CENTER LINE OF MILWAUKEE AVENUE; THENCE SOUTHERLY ALONG THE CENTER LINE OF MILWAUKEE AVENUE TO THE PLACE OF BEGINNING IN LAKE COUNTY, ILLINOIS.

EXHIBIT B

- (a) Easement in favor of the Village of Riverwoods, a municipal corporation, and its successors and assigns, to install, maintain, repair, and improve wells, pumping stations, water reservoirs and all appliances, and appurtenances thereto, together with the right of access to said equipment, and the provisions relating thereto contained in the Grant recorded as Document No. 2058681. (Affects the westerly 140 feet of the northerly 80 feet of the Property as depicted on the survey described in Section 2.02(g) and 2.02(h), a copy of which survey has been provided to and received by Buyer;
- (b) Easement in favor of the Village of Riverwoods, a municipal corporation, and its successors and assigns, to install, maintain, repair and improve water mains, sanitary sewer line and other underground utilities together with appurtenances thereto, together with the right of access to said equipment, and the provisions relating thereto contained in the Grant recorded as Document No. 2058682.
- (c) Easement in favor of the Illinois Bell Telephone Company, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the Grant recorded as Document No. 960321. (Affects that part of the Property upon, along, and under the public roads, street and highways on the adjacent to the land therein).
- (d) Rights of the public, the State of Illinois and the municipality in and to that part of the land taken for road purposes by instrument recorded March 16, 1927 as Document No. 332191 and shown on the plat of survey recorded February 16, 1929 in Book "U" of Plats, Pages 1 and 2, as Document 332192.
- (e) Encroachment of the fence located mainly on the land onto the property west and adjoining, as shown on plat of survey number 0315-81-U, prepared by Haeger Surveying, Inc. and dated June 29, 2021.
- (f) Right of the Village of Riverwoods for ingress and egress in order to access the pump station located in the northwest corner of the property.
- (g) Encroachment of the fences located mainly on the property west and adjoining onto the land, as shown on plat of survey number 03015-81-U, prepared by Blackledge Land Surveying, Inc. and dated October 2, 1996. (A copy of which survey has been provided to and received by Buyer.)
- (h) Rights of the public, the State of Illinois and the municipality in and to that part of the Land taken for road purposes by instrument recorded March 16, 1927 as Document No. 332195 and shown on the Plat of Survey recorded February 16, 1929 in book "U" of Plats, pages 1 and 2 as document 332192.

- (i) Unrecorded Electric Service Station Agreement and Easement over the Easterly portion of the property as outlined in Document made by and between Federal Life Insurance and Commonwealth Edison Company, dated November 6, 1980.
- (j) Special taxes or assessments for improvements not yet completed and for improvements already completed;
- (k) General taxes for the year in which Closing occurs and subsequent years.

EXHIBIT C

List of Leases and Tenancy for Property Commonly known as 3750 Deerfield Road, Riverwoods, IL.

None.

EXHIBIT D

Notice (s) of Increase in assessed valuation of Property commonly known as 3750 Deerfield Road, Riverwoods, IL.

None.

EXHIBIT E

Contracts, including all service contracts and vendor agreements, relating to the Property commonly known as 3750 Deerfield Road, Riverwoods, IL – to be terminated by Seller effective as of Closing.

| Date | Parties | Subject of Contract | Execution Date |
|------|---------|---------------------|----------------|
|------|---------|---------------------|----------------|

[to be listed]

EXHIBIT F

Copy of Offer Letter for Taking by Lake County Division of Transportation

**Item 14f: Approval of Resolution Approving an Intergovernmental Agreement
Concerning the Development of a New Fire Station**

In the Board packet is a resolution authorizing the Village to enter into an Intergovernmental Agreement with the Lincolnshire-Riverwoods Fire Protection District. The resolution alludes to the sources of authority that empower the Village to proceed with the agreement, including its home rule powers and the powers specifically given for such agreements by the Intergovernmental Cooperation Act.

If the parties find no reason to terminate the contract concerning the purchase of the Federal Life Property, then the Intergovernmental Agreement acknowledges that the two units of local government will share certain costs in connection with the acquisition and redevelopment of the Federal Life Property, in part for a new District fire station.

Before the point which the conveyance to the District of a portion for the Federal Life Property (the "District Parcel") will occur, both the Village and District will need to pass additional authorizing measures. Under the Local Government Property Transfer Act, 50 ILCS 605.01 et seq., the District may adopt an ordinance finding it necessary and convenient for the District to use and occupy the District Parcel and the Village may adopt a Resolution authorizing the conveyance to the District. The various authorizing measures are intended to occur in a timely manner such that the Village can convey the District Parcel immediately upon receiving title to the entire Federal Life Property.

RESOLUTION NO. 24-06-__

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF RIVERWOODS AND THE
LINCOLNSHIRE-RIVERWOODS FIRE PROTECTION DISTRICT**

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 resolutions and to promulgate rules and regulations that pertain to its government and affairs that protect the health, safety and welfare of its citizens;

WHEREAS, the Village desires to acquire certain property located at 3750 Deerfield Road (the "Property") and cause certain site improvements to be performed to ready a portion of the Property for conveyance to the Lincolnshire-Riverwoods Fire Protection District (the "District"), to facilitate the District's construction of a new fire station; and

WHEREAS, the terms and conditions under which the Village and the District will work collaboratively and share various costs to achieve this important public benefit are set forth in a certain intergovernmental agreement attached to and by this reference incorporated into this Resolution as Exhibit A (the "Intergovernmental Agreement"); and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, 5 ILCS 220/1, entitled the "Intergovernmental Cooperation Act," provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the District and the Village are units of local government, and pursuant to the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, are empowered to enter into the Intergovernmental Agreement; and

WHEREAS, the President and Board of Trustees of the Village find that entering into the Intergovernmental Agreement will serve to protect the health, safety and welfare of the citizens of the Village.

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

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

SECTION TWO: The President and Board of Trustees hereby approve the Intergovernmental Agreement and authorize and direct the Village President and Village Clerk to execute and deliver such Intergovernmental Agreement on behalf of the Village, in substantially such form with such ministerial insertions or corrections as the Village President shall deem appropriate, at such time as the execution of the Intergovernmental Agreement has been authorized by the District.

SECTION THREE: Every section and provision of this Resolution shall be separable, and the invalidity of any portion of this Resolution shall not affect the validity of any other portion of this Resolution.

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

PASSED this 18th day of June 2024.

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of June 2024.

Kristine L. Ford, Village President

ATTEST:

Danice Moore, Village Clerk

Exhibit A to Ordinance 24-06-__

**Intergovernmental Agreement with
Lincolnshire-Riverwoods Fire Protection District**

INTERGOVERNMENTAL AGREEMENT

Concerning Development of a New Fire Station

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this ___ day of June, 2024, by and between the LINCOLNSHIRE-RIVERWOODS FIRE PROTECTION DISTRICT, a fire protection district of the County of Lake, State of Illinois (the “District”) and the VILLAGE OF RIVERWOODS, an Illinois home rule municipal corporation (the “Village”) (the District and Village are sometimes referred to individually as a “Party” and collectively as the “Parties”).

WITNESSETH

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the Parties are units of local government; and

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605.01 et seq. (the “Act”), authorizes units of local government to agree to transfer land between said units of local government; and

WHEREAS, the Village has expressed an interest in acquiring a certain parcel containing approximately 9.38 acres, commonly known as 3750 West Deerfield Road, Riverwoods, Illinois, and legally described in Exhibit A attached hereto (the “Federal Life Property”); and

WHEREAS, the District has identified a portion of the Federal Life Property as having attributes that make it desirable for construction of a new fire station (the “Fire Station”), to be located within the area delineated on the concept plan shown in Exhibit B attached hereto (the “Concept Plan”) (such portion of the Federal Life Property, the “District Parcel”); and

WHEREAS, the Parties desire to collaborate in the acquisition of the Federal Life Property in such manner as will facilitate the construction of the Fire Station on the District Parcel and provide the Village with flexibility in furthering economic development, conservation and other planning initiatives for the remainder of the Federal Life Property (the “Village Parcel”); and

WHEREAS, the District has requested that the Village transfer legal ownership of the District Parcel to the District pursuant to the Act; and pursuant to the Act, the Village may transfer all of the Village’s right, title and interest in the District Parcel to the District upon such terms and conditions as may be agreed upon by the corporate authorities of the Village and the District; and

WHEREAS, the Parties desire to memorialize in this Agreement their understandings in connection with their efforts to perform and share the costs of certain governmental activities described below;

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, the Parties agree as follows:

Section 1. INCORPORATION OF RECITALS

The aforementioned recitals are incorporated into and made a part of this Agreement.

Section 2. ACQUISITION and DEMOLITION

A. The Village has entered into an agreement to purchase the Federal Life Property from the Federal Life Insurance Company (“Seller”) at a stated purchase price of Three Million Dollars (\$3,000,000.00) (the “Purchase Agreement”), and has provided an executed counterpart to the District. Under the Purchase Agreement (unless the same is terminated by the Village during the 90-day due diligence period described therein, the “Due Diligence Period”), the closing of the purchase and sale of the Federal Life Property (the “Closing”) is targeted to occur on October 15, 2024, unless extended pursuant to the provisions thereof. The Village shall procure a phase 1 environmental assessment, asbestos survey and updated survey during the Due Diligence Period (the costs thereof to be shared equally by the Parties), which may be relied upon by the District. The District shall conduct such other investigations as it deems necessary pursuant to the right of entry onto the Federal Life Property set forth in the Purchase Agreement. At least five (5) days prior to expiration of the Due Diligence Period, the District shall advise the Village if, in the District’s judgment for any reason, the Federal Life Property is not suitable for the District’s needs, in which event, this Agreement shall terminate as of the date such notice is received by the Village. The Village also shall have the right to terminate the Purchase Agreement and this Agreement prior to expiration of the Due Diligence Period if, in the Village’s judgement for any reason, the completion of the acquisition will not be in the best interest of the Village.

B. During the pendency of the Purchase Agreement, the Village shall coordinate the approval of a zoning text amendment to the zoning regulations governing the District Lot to provide that the setback and other zoning regulations as applied to governmental buildings under such regulations may be modified by the Riverwoods Board of Trustees as necessary to approve the Fire Station. During this time, the Village shall coordinate with the Seller to apply for and receive approval of a subdivision plat (the “Subdivision Plat”) dividing the Federal Life Property into the District Parcel and Village Parcel consistent with the Concept Plan.

C. If the Parties have not elected to terminate the Purchase Agreement, then the Board of Trustees of the District shall pass an ordinance declaring that it is necessary and convenient for the District to use, occupy or improve the District Parcel, and the Board of Trustees of the Village shall pass a resolution authorizing the Village to convey the District Parcel to the District, all pursuant to the Act and upon the terms and conditions contained in this Agreement. In such event, the Parties shall cooperate to consummate the acquisition as follows: the District shall fund two-thirds (2/3rds) of the amount due to the Seller (net of prorations and credits) and the Village shall fund one-third (1/3rd) of such net amount. At Closing, the Subdivision Plat will be recorded,

followed by a deed from the Seller to the Village conveying the Federal Life Property, and a deed from the Village to the District conveying fee simple title to the District Parcel. The conveyance shall be subject to the Permitted Exceptions (as defined in the Purchase Agreement).

D. After the Closing, the Parties shall cooperate in the demolition of the existing building on the Federal Life Property (the “Building”), which will be vacated by the Seller. The Village shall solicit competitive bids for the demolition of the Building, and the Parties shall jointly agree upon and engage the lowest responsible bidder to perform the demolition work. The Village shall act as permitting authority to enforce applicable ordinances and requirements for the demolition and may engage the services of an experienced project manager to supervise the demolition contractor for the benefit of the Parties (and the fees of such project manager shall be deemed part of demolition costs). The Parties shall award the contract and cause the work to be performed before the end of 2024 or as soon thereafter as practical. The costs of demolition shall be shared equally by the Parties provided that (a) the cost allocable to removal of the Village’s reservoir on the Village Parcel shall be paid for solely by the Village and (b) the shared cost otherwise payable by the District shall not exceed Three Hundred Thousand Dollars (\$300,000.00); the Village shall pay the balance of demolition costs exceeding the District cap. The Parties shall jointly approve insurance coverage required of the contractor as to limits and scope of coverage, such that that the contractor’s liability insurance will be primary to the insurance held by the District and the Village, with the District and the Village named as additional insured parties. The costs of installing temporary erosion control measures in the cleared areas shall be treated as a demolition cost (including if the work is separately awarded). Any action requiring the consent or approval of the property owner under the demolition contract shall be decided by the Party affected or, if both Parties are affected, by the Parties acting jointly.

Section 3. VILLAGE IMPROVEMENTS

A. The District shall provide a site plan the (“District Site Plan”) for the District Parcel showing all improvements and paved surfaces, the driveway connecting to the public access road depicted in the Concept Plan (the “Access Road”), and any curb cut onto Deerfield Road. The Parties shall coordinate traffic design and improvements with Lake County Division of Transportation. The District Site Plan will be reviewed by the Village under applicable code requirements concerning, for example, exterior lighting, landscaping, parking and traffic circulation. The Parties shall cooperate to finalize approval of the District Site Plan as soon as practical.

B. After approval of the District Site Plan, the Village shall cause civil engineering plans to be prepared showing improvements that serve all the Federal Life Property (including the District Parcel), which improvements will include the Access Road, compensatory storage and stormwater detention, and landscaping with native plants providing buffers around detention areas (collectively, the “Village Improvements”) such that the required compensatory storage and stormwater detention for the Fire Station and Access Road is provided in accordance with the Lake County Watershed Development Ordinance (“WDO”). The Village Improvements will be depicted in an overall site plan (the “Project Site Plan”). The Village may initially elect to extend the Access Road only as far as necessary to provide ingress and regress to the District Parcel at its driveway connection and may later elect to extend the Access Road to serve the shopping center property west of the Federal Life Property.

C. As part of the Village Improvements, the Village shall provide compensatory storage and stormwater detention on the Federal Life Property for the benefit of Lake County in connection with roadway improvements to Deerfield Road. The respective obligations of the Village and Lake County concerning the compensatory storage and stormwater detention provided for the benefit of Lake County will be set forth in a separate intergovernmental agreement between the Village and Lake County. The detention areas on the Village Parcel will thus be designed to provide stormwater storage to offset future improvements on the District Parcel and Village Parcel as well as portion of the Deerfield Road project. The detention areas will be subjected to certain restrictive covenants to ensure compliance with the WDO under the terms of a permanent easement granted to Lake County (the “Permanent Easement”).

D. The Village, at its cost, shall design the Village Improvements using the services of a qualified civil engineer (the “Design Engineer”) which shall be independent of the engineering firm then serving as Village Engineer. The District shall review and comment on the plans and specifications (the “Project Plans”) before the Village awards the contract for the work. The Design Engineer shall design sufficient compensatory storage and stormwater detention necessary to implement the District Site Plan.

E. The Village shall attempt to cause the Village Improvements to be performed in 2025 in substantial conformance with the Project Plans, and shall award the work pursuant to competitively bid contracts. All contracts for construction shall require the contractors to provide liability insurance naming the District as an additional insured and with such endorsements as shall be reasonably approved by the District. The Village Engineer will provide construction engineering supervision after the award of the contract. When the Village Improvements are completed, the Village Engineer will certify to the District the costs (including 15% of such costs for engineering design and supervision fees) allocable to compensatory storage and stormwater detention necessary to implement the District Site Plan and 25% of the amount of compensatory storage and stormwater detention necessary to construct the Access Road (such costs, the “District Allocated Cost”). The District agrees to be responsible for the District Allocated Cost, but not to exceed the sum of Four Hundred Thousand Dollars (\$400,000.00). The District shall review and approve or disapprove of the calculation (such approval not to be unreasonably withheld or delayed) and upon such approval shall reimburse the Village for the District Allocated Cost, subject to the aforesaid cap, within thirty (30) days after receipt of the Village Engineer’s certification of costs.

Section 4. DISTRICT IMPROVEMENTS

A. The District, at its cost, shall be responsible for finish grading of the District Parcel and site development improvements (exclusive of Village Improvements) necessary to construct the Fire Station on the District Parcel. The District, in its discretion, shall decide on the timing of when to construct the Fire Station. The District shall construct the Fire Station in accordance with applicable building codes adopted by the Village. Water and sanitary private services shall be installed by the District, at its cost, to serve the Fire Station. The District shall connect to Lake County’s sewer main in Deerfield Road and shall be responsible for the County’s user charges. The District shall connect to the Village’s water main in Deerfield Road and shall be responsible for the Village’s user charges.

B. The Village may delay installing the final course of the Access Road until completion of the Fire Station to minimize damage to the pavement from construction work. During construction of the Fire Station, the Village shall grant such temporary construction licenses to the District over the Federal Life Property as the District may reasonably request to assist in staging and construction of improvements on the District Parcel. In performing such work, the District shall observe and cause its contractors to observe such conditions as are agreed upon by the Village and District to ensure that Village Improvements are not damaged. The District, at its cost and expense, shall promptly repair or cause to be repaired any damage to the Village Improvements resulting from any work undertaken by the District during such construction or from any negligent act or omission of any contractor, agent or employee of the District during construction or reconstruction of the Fire Station. All repairs by the District shall conform to all applicable laws, codes, rules and regulations pertaining to such construction.

Section 5. MAINTENANCE

After the Fire Station is completed, the Parties agree to allocate maintenance and repair obligations as follows.

A. The Village shall be responsible for and shall provide, at its cost, all snowplowing and snow removal for the Access Road. The District shall be responsible for snowplowing and snow removal for the District Parcel. The Parties may from time to time agree to engage the same contractor to perform such work and divide the costs as they deem appropriate.

B. After the initial installation of the Access Road by the Village as provided in this Agreement, the District shall reimburse the Village for 25% of the construction costs (including engineering design and supervision) incurred by the Village in repairing, rehabilitating and reconstructing the Access Road when necessary. Should it become necessary to plan and undertake a major repair, rehabilitation or reconstruction project, the Village shall keep the District advised as to the reasons for the work and the estimated costs and time for performance. On an annual basis (using such fiscal year as shall be mutually agreeable), the Village shall reasonably document the costs incurred by the Village with respect to the Access Road. The District shall review and approve or disapprove of the calculation (such approval not to be unreasonably withheld or delayed) and upon such approval shall reimburse the Village for the District's share of such costs within thirty (30) days after receipt of the Village Engineer's certification of costs.

C. The District shall take all measures under applicable law such that the stormwater releases from the District Parcel comply with the WDO and the restrictive covenants set forth in the Permanent Easement and other applicable environmental requirements relating to water quality. Subject to the District's obligations under the preceding sentence, the Village shall be responsible, at its cost, for providing all maintenance of the detention areas on the Village Parcel, including those serving the District Lot.

D. Except as provided herein, the District shall be solely responsible for causing maintenance of all improvements on the District Parcel to be performed, and the Village shall be solely responsible for causing maintenance of all improvements on the Village Parcel to be performed.

Section 5. TERM

This Agreement shall be deemed to take effect as of the date set forth above, provided the duly authorized agents of each Party shall have executed this Agreement pursuant to an appropriate resolution from its respective governing board, acceptable to the other, which authorizes the execution of this Agreement by such agents, prior to the date of such execution. This Agreement shall remain in full force and effect and shall be perpetual in nature and terminable only upon the mutual written agreement of the Village and the District or by process of law.

Section 6. GENERAL PROVISIONS

A. Except as expressly provided herein, this Agreement shall not be construed in any manner to limit the power or authority of each Party to maintain, operate, improve, manage, construct, reconstruct or repair its respective improvements, as the case may be, as best determined by each Party as provided by law.

B. This Agreement is not intended and shall not be construed as in any manner as constituting one Party (including its elected officials, duly appointed officials, officers, employees and agents) the agent, representative or employee of the other Party for any purpose or in any manner, whatsoever. Each Party shall remain independent of the other Party with respect to all services performed under this Agreement.

C. Each Party warrants and represents to the other Party and agrees that (a) this Agreement is executed by duly authorized agents or officers of such Party and pursuant to all applicable and substantive requirements; (b) this Agreement is binding and valid and shall be specifically enforceable against each Party; (c) this Agreement does not violate any presently existing provisions of law or any applicable order, writ, injunction or decree of any court applicable to such Party.

D. This Agreement shall be enforceable in any court of competent jurisdiction in Lake County, Illinois by each Party by appropriate action at law or in equity, including an action to secure performance of the representations, promises, covenants, agreements, duties, responsibilities and obligations contained herein.

E. The provisions of this Agreement are severable. If any provision contained in this Agreement is for any reason held to be illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining portions of this Agreement, which shall be construed as if the illegal or unenforceable provision had never been contained herein.

F. This Agreement constitutes the entire agreement between the Parties and supersedes any and all other agreements, oral or written, between the Parties with respect to the subject matter hereof.

G. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns. Neither Party may assign, transfer, sell, grant, convey, cede or otherwise give over, in any manner, any of its duties, obligations or responsibilities as contained in this Agreement without first obtaining the expressed written consent of the other Party. This

Agreement is for the sole and exclusive benefit of the Parties, and no third part is intended or shall have any rights hereunder except as may otherwise be specifically provided in this Agreement.

H. This Agreement may be executed in multiple identical counterparts, and all of such counterparts shall, individually and taken together, constitute this Agreement.

I. This Agreement may not be modified except by a written agreement signed by the Parties or their successors in interest, and shall require the adoption of a resolution by the appropriate governing board of each Party.

J. This Agreement shall be deemed to be an intergovernmental agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

K. No personal recourse or liability of any kind shall be had for payment of any claim based on this Agreement or upon any representation, obligation or covenant in this Agreement against any past, present or future President or Trustee of the Village or the Board of Trustees of the District, or other officer, employee or agent of any of the foregoing under any rule of law or equity, statute or constitution, or by enforcement of any assessment or penalty or otherwise, and all of such liability of any of the foregoing units of local government is hereby expressly waived and released by the District and the Village, and their respective successors and assigns, as a condition of and consideration for the execution of this Agreement.

L. All notices, demands, requests for reimbursement or other communications under this Agreement shall be in writing and shall be deemed to have been given when the same are deposited in the United States mail, either by registered or certified mail, postage prepaid, return receipt requested, by delivery or by a recognized purveyor of overnight mail delivery, addressed in each case, to the Party to whom notice is directed, at its address as hereinafter set forth (or at such other address as each Party may designate by notice to the other). The addresses of the Parties are as follows:

District: Lincolnshire-Riverwoods Fire Protection District
115 Schelter Road
Lincolnshire, IL 60069
Attention: Fire Chief

Village: Village of Riverwoods
300 Portwine Road
Riverwoods, IL 60015
Attention: Village President

--Signature page follows--

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, as evidenced by the signatures of their duly authorized representatives as affixed below.

LINCOLNSHIRE-RIVERWOODS FIRE PROTECTION DISTRICT, a fire protection district of the County of Lake, State of Illinois

VILLAGE OF RIVERWOODS, an Illinois home rule municipal corporation

_____, President, Board of Trustees

Kristine L. Ford, Village President

ATTEST:

ATTEST:

_____, Secretary, Board of Trustees
Board of Trustees

Danice Moore, Village Clerk

Date: _____

Date: _____

STATE OF ILLINOIS)
) SS:
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for the State aforesaid, DO HEREBY CERTIFY that _____ and _____, President and Secretary, respectively, of the Board of Trustees of the Lincolnshire-Riverwoods Fire Protection District, a fire protection district of the County of Lake, State of Illinois, who is personally known to me to be same person whose name is subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said District, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ___ day of _____, 2024.

Notary Public

STATE OF ILLINOIS)
) SS:
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for the State aforesaid, DO HEREBY CERTIFY that Kristine L. Ford, Village President, and Danice Moore, Village Clerk, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of the Village of Riverwoods, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ___ day of _____, 2024.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF Federal Life Property

THE WEST 807.09 FEET OF THE EAST 1,453.50 FEET (MEASURED ALONG THE CENTER LINE OF DEERFIELD ROAD) OF THAT PART OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE WITH THE CENTER LINE OF DEERFIELD ROAD; THENCE EAST ALONG THE CENTER LINE OF DEERFIELD ROAD TO THE WEST LINE OF PROPERTY CONVEYED TO FREDERICK A. PRESTON BY WARRANTY DEED RECORDED AS DOCUMENT NO. 228057; THENCE NORTH ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF PREMISES CONVEYED TO FRANK A. O'DONNELL BY WARRANTY DEED RECORDED AS DOCUMENT NO. 442582; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID PROPERTY CONVEYED TO SAID FRANK A. O'DONNELL TO THE CENTER LINE OF MILWAUKEE AVENUE; THENCE SOUTHERLY ALONG THE CENTER LINE OF MILWAUKEE AVENUE TO THE PLACE OF BEGINNING IN LAKE COUNTY, ILLINOIS.

EXHIBIT B
CONCEPT PLAN

**Item 14g: Approval of an Ordinance Granting a Variation Under
the Riverwoods Zoning Ordinance for 2750 Forest Glen Trail**

BOT meeting June 18, 2024

Item 14g: Approval of an Ordinance Granting A Variation Under the Riverwoods Zoning
Ordinance for 2750 Forest Glen Trail

The Board packet includes

- 1) ZBA Report to the Board with Exhibits
- 2) Legal Memo from the Village Attorney
- 3) Form of Ordinance

MEMORANDUM

TO: Kristine Ford, Village President
Village Board of Trustees

FROM: Sherry Graditor, Chair
Zoning Board of Appeals

DATE: June 13, 2024

RE: Report and Recommendation for
Variation Request for Increase in Allowable Removal
of Protected Woodland at 2750 Forest Glen Trail



Background

Laura and Alex Perry Cook (“Petitioners”) wish to construct a new single-family residence at 2750 Forest Glen Trail (the “Property”). The Property has never been developed and is 100% covered with protected woodlands, as defined in the Tree and Woodland Protection Ordinance (the “Woodland Protection Ordinance”).

To construct a residence, protected woodland will need to be removed. Village Code Section 9-6-10 limits the aggregate loss of protected woodland on a parcel to no more than 20% measured against a baseline shown on a woodland delineation parcel map. In this case, the map for the Property shows 100% protected woodland.

Since the lot is 40,401 square feet, the allowable area that can be removed, absent a variation, is an area of 8,080 square feet.

Relief Sought

The Petitioners applied for a variation under Section 9-16-10 to remove 25% of protected woodland (rather than 20%) to construct their residence, in effect asking to be authorized to remove an area of 10,100 square feet.

Hearing and Testimony

A properly noticed public hearing was held on May 9, 2024 to consider the application.

The Petitioners gave testimony concerning the hardships they would face if the amount of woodland removal were limited to 20% of the protected woodland on the property. The hardships the Petitioners noted include, 1) the lot being 100% covered with protected

Item 14g: Approval of an Ordinance Granting a Variation Under the Riverwoods Zoning Ordinance for 2750 Forest Glen Trail

woodland, 2) the existence of wetlands, 3) the construction fence takes up too much area of the allowable 20%, and 4) the need for a play area in back of the house.

The Petitioner's application requested that, with respect to the proposed site plan, reproduced below in part, all protected woodlands in green outlined would be removable.



The Petitioners testified that the Village requirement for a construction fence caused a hardship by making the house footprint smaller due to the distance between the house and the fence taking up woodland space. The process of building a new house would remove protected woodland not only around the perimeter of the building but with an added ten (10) feet, for foundation excavation, scaffolding and installing equipment etc.

The Woodland Protection Ordinance deems the disturbed area within the construction fence as removed woodland because the soils become compacted. The Village Ecologist testified that the undergrowth of the woodland cannot be recreated by new plantings as the high-quality native plants that exist on the site are not available in the native plant nursery trade.

There was testimony with varying statements of the size of the new home. After reviewing the minutes and submissions, it seems that a 2-story house occupying the footprint shown above could be approximately 5,800 square feet.

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The testimony explored the impact of high quality wetlands on the site. They are located in required setbacks and testimony was given that no wetland buffer areas are required. Thus, they do not have an impact on the building footprint.

Findings and Recommendation

Commissioners considered the question of hardship as mentioned in Section 9-6-10: Whether there are special or peculiar characteristics of the owner's parcel that make compliance with the woodland removal restriction difficult or impossible.

The important factor was that the lot was 100% covered with protected woodland and had never before been developed.

Consider a previously developed site: it may be possible to develop a new home largely within the envelope of area that was previously disturbed. The renovation could proceed without running afoul of the 20% limitation. Or, consider a site where the remaining protected woodland is off to the side of where an expansion is desired. Again, the expansion could proceed without bumping up against the 20% limitation.

These facts were found to be a hardship by the Commissioners, who voted 3-1 in favor of recommending that the variation be granted.

The ZBA Chair cast the dissenting vote and believes that the goal of preserving at least 80% of the protected woodlands as intended by the Woodland Protection Ordinance should not be abandoned for the sake of a slightly larger house, generous driveway and apron and outdoor lawn areas. The Petitioners had knowledge of the limitation in advance of committing to the Property and had the opportunity to re-design the home and driveway to come closer to the 20% limitation.

If prior knowledge of the Woodland Protection Ordinance is not held as a factor in this case, the Chair believes that all remaining undeveloped property (or any lot resulting from a new subdivision with a heavy concentration of protected woodland) will now simply assume that the allowed removal percentage is 25% and apply for a variation.

The Chair believes that the Petitioners could make a greater effort to comply with the Woodland Protection Ordinance and that the limitations that apply to this site do not constitute a true hardship.

Respectfully submitted,

Sherry Graditor, Chair

Attachments:

Staff Report, May 2, 2024
Hearing minutes, May 9, 2024



Building Department

Staff Report

To: Zoning Board of Appeals Members

CC: Kristine Ford, Village President
Bruce Huvad, Village Attorney
Applicants

From: Steve Witt, Director of Community Services

Date: May 02, 2024

Subject: May 9, 2024 Zoning Board of Appeals Meeting

Case: Request for Variation of Protected Woodland Removal Percentage at
2750 Forest Glen Trail

PETITIONER: The petitioners are Laura and Alex Perry Cook.

REQUEST: The petitioner is requesting a recommendation of approval to increase the allowable percentage of woodland removal from 20 percent to 25 percent.

PARCEL: The Parcel ID is 1525405008. The property is commonly known as 2750 Forest Glen Trail, Riverwoods, IL 60015, and is located at the northeast east corner of the intersection of Forest Glen Trail and Blackhawk Lane.

LEGAL DESCRIPTION: LOT 11 IN HIAWATHA WOODS BEING A SUBDIVISION OF PART OF THE SOUTH EAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 4, 1926, IN BOOK "P" OF PLATS, PAGE 32, AS DOCUMENT 278182, IN LAKE COUNTY, ILLINOIS.

Item 14g: Approval of an Ordinance Granting a Variation Under the Riverwoods Zoning Ordinance for 2750 Forest Glen Trail

ZONING CLASSIFICATION/USE: The subject parcel is located within an R-1, 42,000 Square Feet, Single-family Residential District.

PUBLIC NOTICE: A notice of the public hearing of the Zoning Board of Appeals set for May 9, 2024 to review this case was published in the Daily Herald newspaper on April 22, 2024. Two signs notifying the public of the hearing were posted at the subject property on April 23, 2024. The applicants delivered written notices of the pending hearing to all property owners located within 500 feet of the subject property. The meeting agenda is posted on the Village website and the front door of the Village Hall.

BACKGROUND: The property is undeveloped. The applicants intend to construct a new single-family residence on the parcel and the removal of an area of the protected woodland is required to do so.

The Village's Comprehensive Plan sets forth land use recommendations for preservation and redevelopment. It indicates that "...the removal of Protected Woodland, which likely also includes removal of protected trees and shrubs, is strongly discouraged...". That said, the Village Code does allow for a certain amount of woodland removal on each property.

The amount of protected woodland that may be removed from any parcel is regulated by Village Code Section 9-6-10: LIMITATIONS ON REMOVAL OF PROTECTED WOODLAND. Particular to this request, paragraphs A and D apply. These regulations are repeated herein below.

"A. With respect to any parcel in the Village, it shall be unlawful for any person to cause or permit any removal of protected woodland on such parcel to such an extent as to result in a net, aggregate loss of more than twenty percent (20%) of the area of such parcel's protected woodland."

"D. An owner shall be allowed to apply for a variation under Chapter 11 of this Title to remove up to five percent (5%) of protected woodland above the amount of protected woodland that could otherwise be removed on such owner's parcel under this chapter, because of special or peculiar characteristics of the owner's parcel that make compliance with this Chapter difficult or impossible. The woodland removal restrictions applicable to any parcel shall not be varied more than once."

The Village Code indicates "The purpose of a variation is to relieve a particular hardship or practical difficulty that the regulations of this title may impose upon a property owner because of special or peculiar characteristics of the property that make compliance with this title difficult or impossible." [9-11-6.A]

Further, under 9-11-6.B, "**The Board of Appeals may recommend the approval** only of the specific types **of variations** listed in subsection C of this section, and **only when the Board of Appeals shall have made written findings of fact, based upon the**

Item 14g: Approval of an Ordinance Granting a Variation Under the Riverwoods Zoning Ordinance for 2750 Forest Glen Trail

evidence presented to it in each specific case, that the following standards are satisfied: (*emphasis added*)

1. The property owner would suffer a demonstrable particular hardship or practical difficulty as distinguished from a mere inconvenience if the strict letter of the regulations of this title were carried out.
2. The requested variation is in harmony with the general purpose and intent of this title.

The Board of Appeals shall not find that the above standards have been satisfied unless it shall find that all of the following facts have been established by the evidence:

- a. The requested variation will not be materially detrimental to the use, enjoyment or property values of adjoining or nearby properties; (Ord. 06-2-5, 2-21-2006)
- b. The requested variation will not be materially detrimental to the public welfare, including the ecology of the Village, which is to be protected pursuant to the Village's Comprehensive Plan, the Riverwoods Tree and Woodland Protection Ordinance; (Ord. 06-2-5, 2-21-2006; amd. Ord. 18-03-05, 3-6-2018)
- c. The plight of the property owner is due to conditions peculiar to the property arising from its particular physical surroundings, shape, woodlands, tree coverage, wetlands or other topographical conditions; (Ord. 06-2-5, 2-21-2006)
- d. In the absence of the variation, the owner's removal or overcoming of the conditions peculiar to the property which impose the particular hardship or practical difficulty, if such action were possible, would be detrimental to promoting the goals set forth in the Village's Comprehensive Plan and the purposes of the Riverwoods Tree and Woodland Protection Ordinance; (Ord. 06-2-5, 2-21-2006; amd. Ord. 18-03-05, 3-6-2018)
- e. The conditions upon which the specific petition for variation is based would not be applicable generally to other property within the same zoning district;
- f. The alleged difficulty or hardship has not been created by any person presently having an interest in the property; and
- g. The requested variation is limited to the minimum change necessary to alleviate the particular hardship or practical difficulty which affects the property."

ACTION REQUESTED: The Zoning Board of Appeals should review the information provided herein, and/or presented by the applicant, and approve, deny or modify the applicant's request. The final determination shall then be referred to the Village Board with report and recommendations for their consideration.

Item 14g: Approval of an Ordinance Granting a Variation Under
the Riverwoods Zoning Ordinance for 2750 Forest Glen Trail

ATTACHMENTS:

| | |
|---------|--|
| Page 5 | Applicant's Variation Request Form |
| Page 9 | Standards for Zoning Relief – Applicant Responses |
| Page 11 | Location Map |
| Page 12 | Warranty Deed |
| Page 14 | Plat of Survey |
| Page 15 | Woodland Delineation Map |
| Page 16 | Tree Protection Plan (full size copies also provided) |
| Page 17 | Zoning Board of Appeals Hearing Notice |
| Page 18 | Daily Herald – Certificate of Publication |
| Page 19 | Written Notice of Public Hearing |
| Page 20 | Written Notification Parcel Map |
| Page 21 | Written Notification Parcel Listing |
| Page 22 | Applicant's Certification of Public Notice Delivery |
| Page 23 | Property Public Notice Sign Placement Diagram |
| Page 24 | Public Notice Signs on Property |
| Page 25 | Village Code Title 9 ZONING, Chapter 6 TREE AND WOODLAND PROTECTION |

Item 14g: Approval of an Ordinance Granting a Variation Under the Riverwoods Zoning Ordinance for 2750 Forest Glen Trail



GENERAL ZONING APPLICATION

Rezoning from _____ to _____.

Variation, yard setback reductions: _____.

Variation, protected woodland removal percentage: **Increase from 20% to 25%**.

Text Amendment to section(s) _____.

Special Use for _____.

Amendment to Special Use Ordinance No. _____.

Determination of similar, compatible uses: _____.

Waiver of strict requirements when necessary and reasonable accommodation to lowering housing barriers is necessary:

[check applicable box above and state nature of relief sought]

| | |
|-----------------------------|---|
| FOR VILLAGE USE ONLY | |
| Hearing fee _____ | Escrow Fee _____ Date paid _____ |
| Project Number: _____ | |
| Meeting date: _____ | Public Hearing: Yes <input type="checkbox"/> . If so, insert dates for: |
| Sign posting: _____ | Newspaper notice: _____ |
| Mailed notices: _____ | |

Item 14g: Approval of an Ordinance Granting a Variation Under the Riverwoods Zoning Ordinance for 2750 Forest Glen Trail

PLEASE PRINT OR TYPE

Date: 4/16/2024.

Project Name: 2750 Forest Glen Trail - Single Family Home.

Project Description: Plans for single family home build at 2750 Forest Glen Trail.

Project Address: 2750 Forest Glen Trail, Riverwoods IL 60015.

PIN Numbers: 15254050080000.

Acres: .93 Zoning District Residential.

I. Owner of Record – name and address

Laura Cook and Perry Alexander Cook.

301 Commons Park South, Apt 302, Stamford CT 06902.

Further disclosure of identity of Owner's officers, directors, managers, members, partners or beneficial owners may be required.

II. Applicant/Designated Representative

Laura Cook and Perry Alexander Cook.

and representatives: Charlie Murphy (Icon), Don Fielding (Greengard Inc).

Applicant's relationship to property: Owners.

III. Owner Consent for Authorized Representative

The Owner or designated representative must be present for meetings of the Plan Commission, Zoning Board of Appeals or Village Board, as applicable, as requested when consideration of the merits of the application are on the agenda. The Owner must confirm the right of the Applicant to prosecute any zoning application as a designated representative of the Owner. The Owner or designated representative should have full authority to commit to requests, conditions and make decisions on behalf of the Owner or otherwise delays in considering the application may occur.

By signing this Application, the Owner confirms the right and authority of the Applicant or Designated Representative to commit to requests, conditions and make decisions on behalf of Owner.

Item 14g: Approval of an Ordinance Granting a Variation Under the Riverwoods Zoning Ordinance for 2750 Forest Glen Trail

IV. Acknowledgments

Owner and Applicant agree that under Illinois law, the Village President (Mayor), Village Trustees, Commissioners and Members of the Plan Commission and Zoning Board of Appeals, Village Attorney, Village Engineer, Village Ecologist and/or any employee or agent of the Village do not have authority to bind or obligate the Village in any way. Owner and applicant acknowledge that only formal action (such as acting by way of motions, resolutions and ordinances) by the Board of Trustees, properly voting in open meeting can obligate the Village or confer any rights or entitlement on the Owner or Applicant, whether legal, equitable or otherwise.

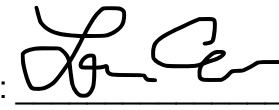

Owner and Applicant agree that Village offices, members of commissions and boards and Village staff may conduct inspections of subject sites as part of the pre-hearing review of requests.

The Owner and Applicant, by signing this application, certify to the correctness of the application and all submittals.

Date: 4/16/2024

Owner's signature:  

Owner's name: Laura Cook and Perry Alexander Cook

Applicant's signature:  

Applicant's name: Laura Cook and Perry Alexander Cook

All requests must be accompanied by the items required and all fees must be paid before the Plan Commission or Zoning Board of Appeals will hear any case.

Please contact the Building Department with any questions:

Riverwoods Building Department
300 Portwine Road
Riverwoods, Illinois 60015
Attention: Mr. Stephen Witt, Director of Community Services
Email: switt@riverwoods.gov
Phone: 847-945-3990

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the Riverwoods Zoning Ordinance for 2750 Forest Glen Trail

List of supporting materials attached:

- Evidence of site control
- Survey
- Architectural site plan
- Architectural elevations
- Engineering plans
- Operations or business plan
- Woodland removal plan
- Statement Addressing Reason for Relief Requested
- Statement Addressing Standards for Relief Requested
- _____ (Other – please specify)



STANDARDS FOR ZONING RELIEF

The Board of Appeals may recommend the approval of a variation request only when it finds that all of the following facts have been established by the evidence presented to them. Please provide a written response to each of the following statements.

- a. The requested variation will not be materially detrimental to the use, enjoyment or property values of adjoining or nearby properties.

This is correct. As a corner lot, there are already extended setbacks and the lot is considered 100% Woodlands. The requested variation is to help provide a central backyard area and will not materially impact the nearby properties, as a significant amount of non-materially impacted Woodlands will remain. Our family are Riverwoods residents and live in an adjacent property, so we understand the importance of preserving the land.

- b. The requested variation will not be materially detrimental to the public welfare, including the ecology of the Village, which is to be protected pursuant to the Village's Comprehensive Plan, and the Riverwoods Tree and Woodland Protection Ordinance.

This is correct. Due to the lot's 100% Woodlands designation, requesting a variance allows us to have a central backyard space to accommodate an already compact house footprint we designed to impact as little of the nature as possible. This property also has delineated Wetlands and as part of our plans, we have already taken steps to avoid disturbing this area.

- c. The plight of the property owner is due to conditions peculiar to the property arising from its particular physical surroundings, shape, woodlands, tree coverage, wetlands or other topographical conditions.

This is correct. The requested variation is due to significant 100% Woodlands coverage in this lot. We've intentionally designed a smaller home footprint and a variance allows us to have a central backyard that we plan to use often for our growing family - the reason we're moving to Riverwoods is to enjoy the nature as it stands. This property is unique in that it includes 100% Woodlands and a delineated Wetlands area, which creates a situation where we need to request a variation in order to place a modest-sized house with a modest-sized yard.

Item 14g: Approval of an Ordinance Granting a Variation Under the Riverwoods Zoning Ordinance for 2750 Forest Glen Trail

- d. In the absence of the variation, the owner's removal or overcoming of the conditions peculiar to the property which impose the particular hardship or practical difficulty, if such action were possible, would be detrimental to promoting the goals set forth in the Village's Comprehensive Plan and the purposes of the Riverwoods Tree and Woodland Protection Ordinance.

This lot is dedicated 100% Woodlands, which we understand is less common, as other lots have lower percentages of Woodlands to start with allowing those owners more flexibility. Furthermore, the combination of Woodlands and Wetlands makes this lot unique where a variation is needed to build an acceptable home and outdoor living area.

- e. The conditions upon which the specific petition for variation is based would not be applicable generally to other property within the same zoning district.

It is our understanding that a lot designated 100% Woodlands and with delineated Wetlands, is less common when compared to other properties in Riverwoods. We've taken preventative measures to impact as little as possible by designing a more compact house footprint, however without the variance we would be unable to have a backyard that we hope to use with our family.

- f. The alleged difficulty or hardship has not been created by any person presently having an interest in the property.

The hardship with this land was not created by any person, as the land has never been built on before and the hardship is related to the significant amount of Woodlands and Wetlands.

- g. The requested variation is limited to the minimum change necessary to alleviate the particular hardship or practical difficulty which affects the property.

A variance that takes this property from 20%-25% is the minimum variance needed to make this a viable property to build on given the unusual woodlands and wetlands characteristics of this property. We intentionally designed a smaller and more compact house footprint to impact as little of the land as possible. Receiving this variance would allow us to have a backyard that we'll use for our growing family. We love Riverwoods, as does our family who also live here, and this variance will help set us up for many years to come.

Item 14g: Approval of an Ordinance Granting a Variation Under the Riverwoods Zoning Ordinance for 2750 Forest Glen Trail



Location Map

WARRANTY DEED
ILLINOIS STATUTORY



(above for recorder's use only)

THE GRANTOR, Zippy, LLC, an Illinois limited liability company, created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, in hand paid, CONVEY(S) and WARRANT(S) to Perry Alexander Cook and Laura R. Cook, husband and wife, as tenants by the entirety, residing at 301 Commons Park S., #302, Stamford, CT 06902, all interest in the following described Real Estate situated in the Village of Riverwoods, County of Lake, State of Illinois, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO

SUBJECT TO: covenants, conditions, and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of closing.

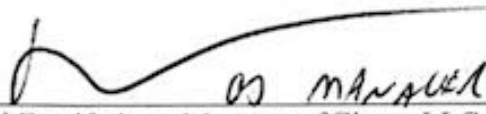
THIS IS NOT HOMESTEAD PROPERTY

Permanent Index Number: 15-25-405-008-0000

Address of Real Estate: 2750 Forest Glen Trail, Riverwoods, IL 60015

Date: April 15, 2024

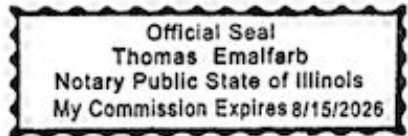
Zippy, LLC

X 
Brad Emalfarb, as Manager of Zippy, LLC

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Brad Emalfarb, personally known to me to be the Manager of Zippy, LLC, an Illinois Limited Liability Company, and personally known to me to be the same person whose name is subscribed to the forgoing instrument, appeared before me this day in person and acknowledged that as Manager, he signed and delivered the said instrument pursuant to authority given by the Members of said Limited Liability Company, as the free and voluntary act of the Manager, and as the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein set forth.

Given under my hand and official seal this 15th day of April 2024.



Thomas Emalfarb

PREPARED BY:
Thomas Emalfarb, Esq.
Emalfarb Law LLC
PO Box 2011
Northbrook, IL 60062

MAIL DEED & SEND TAX BILLS TO:
Laura R. Cook
2750 Forest Glen Trail
Riverwoods, IL 60015

Item 14g: Approval of an Ordinance Granting a Variation Under the Riverwoods Zoning Ordinance for 2750 Forest Glen Trail

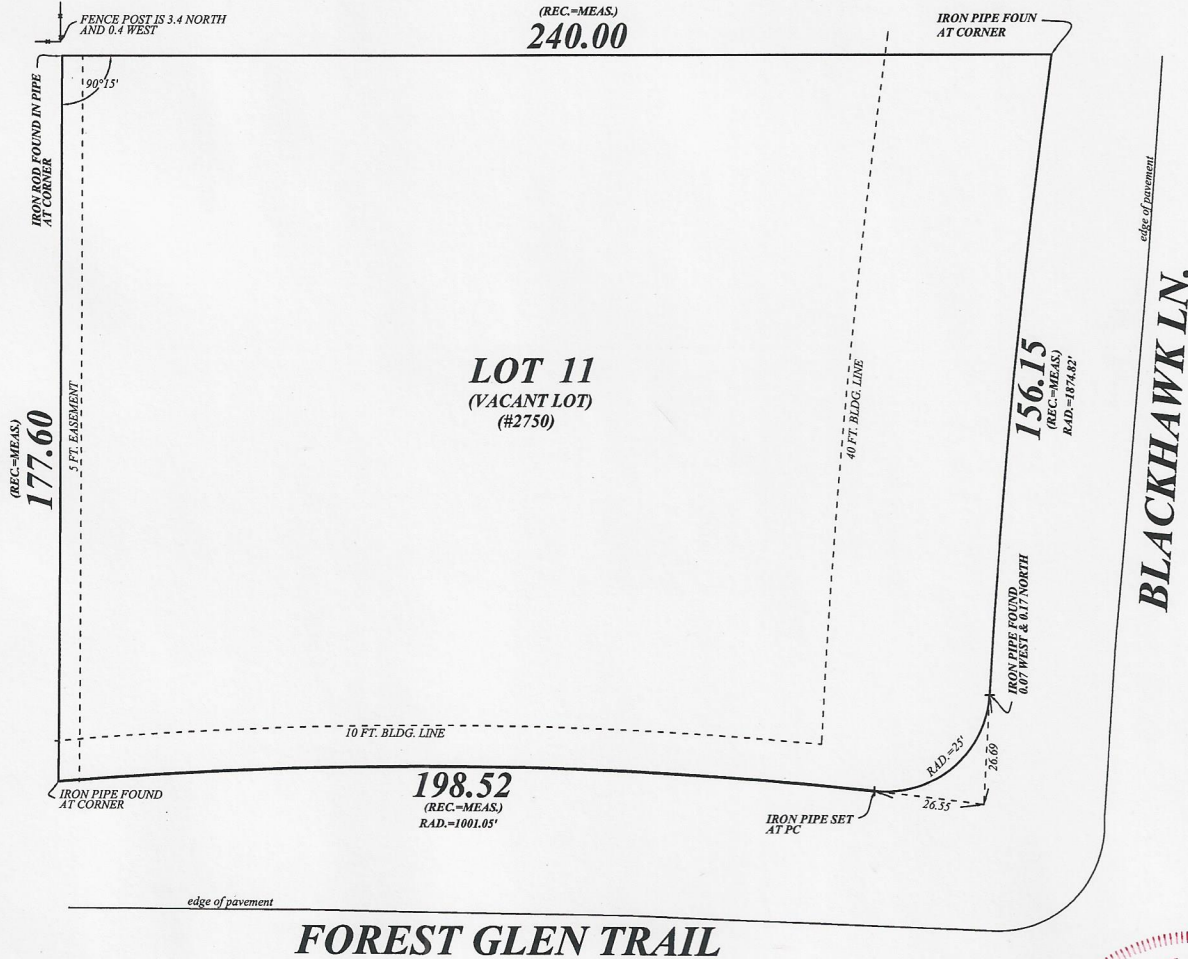
PLAT OF SURVEY



DESCRIBED AS :

LOT 11 IN HIAWATHA WOODS BEING A SUBDIVISION OF PART OF THE SOUTH EAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 4, 1926, IN BOOK "P" OF PLATS, PAGE 32, AS DOCUMENT 278182, IN LAKE COUNTY, ILLINOIS.

TOTAL LAND AREA: 40400.9 SQ. FT.



FOREST GLEN TRAIL

BLACKHAWK LN.

LEGEND

- CHAIN LINK FENCE
- WOOD FENCE
- IRON FENCE
- CONCRETE PAVEMENT
- E. FR. P. - ENCLOSED FRAME PORCH
- O. FR. P. - OPEN FRAME PORCH
- SIDE BOUNDARY LINE
- EASEMENT LINE
- BLDG. SETBACK LINE
- CENTER LINE

ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

SCALE : 1" = 30'

ORDERED : THOMAS BOUSLOG, MAY

JOB NO : 210915 A

FIELDWORK COMPLETION : SEPT. 10TH 2021

DATE : RIVERWOODS

MUNICIPALITY :

STATE OF ILLINOIS
COUNTY OF COOK SS

SIGNATURE DATE:
SEPTEMBER 15TH 2021

I, ANDRZEJ MURZANSKI, AN ILLINOIS REGISTERED LAND SURVEYOR, DO HERBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

ANDRZEJ MURZANSKI PLS. NO. 35-3258 EXPIRES 11/30/2022
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

ANY DISCREPANCY IN MEASUREMENT SHOULD BE PROMPTLY REPORTED TO THE SURVEYOR FOR EXPLANATION OR CORRECTION.

FOR EASEMENTS, BUILDING LINES AND OTHER RESTRICTIONS NOT SHOWN ON THIS PLAT REFER TO YOUR ABSTRACT, DEED, TITLE POLICY AND LOCAL BUILDING REGULATIONS.



ANDRZEJ MURZANSKI
LAND SURVEYORS, INC
PROFESSIONAL DESIGN FIRM
NO. 184-004748

240 COUNTRY LANE
GLENVIEW, IL 60025
PHONE : 847-486-8731

amurzanski@outlook.com

THE LEGAL DESCRIPTION NOTED ON THIS PLAT IS A COPY OF THE ORDERS AND FOR ACCURACY MUST BE COMPARED WITH THE DEED.




Item 14g: Approval of an Ordinance Granting a Variation Under the Riverwoods Zoning Ordinance for 2750 Forest Glen Trail



Riverwoods Woodland Delineation by Parcel (April 8, 2017)

2750 FOREST GLEN TRAIL

Legend

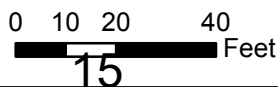
-  Parcel Boundaries
-  Delineated Woodlands (April 8, 2017)
-  Water bodies

PARCEL NUMBER: 1525405008

PARCEL ACREAGE: 0.94

WOODLAND ACREAGE: 0.94

% WOODLAND COVER: 100%



AES Project #: 16-1011

Mapped by: CMC

Date: 9/8/2017

Coordinate System:
IL State Plane E, NAD83 US Foot



120 W. Main St.
West Dundee, Illinois 60018
Phone: 847-844-9385
Email: info@appliedeco.com
www.appliedeco.com

ZONING BOARD OF APPEALS HEARING NOTICE

Please take notice that the Zoning Board of Appeals of the Village of Riverwoods will hold a public hearing on May 9, 2024, at 7:30 p.m., in the Riverwoods Village Hall, 300 Portwine Road, Riverwoods, Illinois, to consider a request of Laura and Perry Alex Cook (301 Commons Park South, Unit 302, Stamford, CT 06902) owners of the property located at 2750 Forest Glen Trail, Riverwoods, IL 60015, to increase the permitted area of removal of protected woodland on the subject parcel.

The legal description of the subject parcel is:

LOT 11 IN HIAWATHA WOODS BEING A SUBDIVISION OF PART OF THE SOUTH EAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 4, 1926, IN BOOK "P" OF PLATS, PAGE 32, AS DOCUMENT 278182, IN LAKE COUNTY , ILLINOIS.

At the hearing, a variation will be considered to increase the permitted area of removal of protected woodland on the subject parcel from twenty percent (20%) of the area of such parcel's protected woodland to twenty-five percent (25%).

The application is available for inspection at the Riverwoods Village Hall. All persons desiring to be heard in support or opposition to the proposal shall be afforded an opportunity to be heard in person or to submit their statements in writing, or both. Further information may be obtained from Stephen Witt, Riverwoods Director of Community Services (847-945-3990); and from the applicants, Laura and Perry Alex Cook (847-254-5594).

SHERRY GRADITOR, CHAIR
RIVERWOODS ZONING BOARD OF APPEALS

Item 14g: Approval of an Ordinance Granting a Variation Under the Riverwoods Zoning Ordinance for 2750 Forest Glen Trail

ZONING BOARD OF APPEALS HEARING NOTICE
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The legal description of the subject parcel is:
LOT 11 IN HIAWATHA WOODS BEING A SUBDIVISION OF PART OF THE SOUTH EAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 4, 1926, IN BOOK "P" OF PLATS, PAGE 32, AS DOCUMENT 278182, IN LAKE COUNTY, ILLINOIS.
At the hearing, a variation will be considered to increase the permitted area of removal of protected woodland on the subject parcel from twenty percent (20%) of the area of such parcel's protected woodland to twenty-five percent (25%).
The application is available for inspection at the Riverwoods Village Hall. All persons desiring to be heard in support or opposition to the proposal shall be afforded an opportunity to be heard in person or to submit their statements in writing, or both. Further information may be obtained from Stephen Witt, Riverwoods Director of Community Services (847-945-3990); and from the applicants, Laura and Perry Alex Cook (847-254-5594).
SHERRY GRADITOR, CHAIR
RIVERWOODS ZONING BOARD OF APPEALS
Published in Daily Herald April 22, 2024 (4614688)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Lake County
Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Lake County DAILY HERALD**. That said **Lake County DAILY HERALD** is a secular newspaper, published in Libertyville, Lake County, State of Illinois, and has been in general circulation daily throughout Lake County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Lake County DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 04/22/2024 in said **Lake County DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY *Daula Baltz*
Designee of the Publisher of the Daily Herald

Control # 4614688



Item 14g: Approval of an Ordinance Granting a Variation Under the Riverwoods Zoning Ordinance for 2750 Forest Glen Trail

Date:

Homeowner Address

Riverwoods, IL 60015

Via: Certified Mail, Return Receipt Requested, or Hand Delivery

NOTICE OF PUBLIC HEARING

RE: 2750 Forest Glen Trail, Riverwoods. IL 60015

Dear Homeowner,

Please be advised that the Village of Riverwoods has received an application for a variation to the Village’s Tree and Woodland Protection Ordinance which may concern your property. A public hearing before the Zoning Board of Appeals has been scheduled for:

**May 9, 2024, at 7:30 p.m.
at Village Hall
300 Portwine Road
Riverwoods, IL 60015**

In addition, per Village Ordinance, a sign is required to be posted at the property. A sign will be placed at the property no later than April 24, 2024 for a minimum of fifteen days.

The Legal Description of the subject property is:

LOT 11 IN HIAWATHA WOODS BEING A SUBDIVISION OF PART OF THE SOUTH EAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 4, 1926, IN BOOK “P” OF PLATS, PAGE 32, AS DOCUMENT 278182, IN LAKE COUNTY , ILLINOIS.

The legal owner(s) of the property is:

Zippy, LLC
763 Bunker Court
Riverwoods, IL 60015

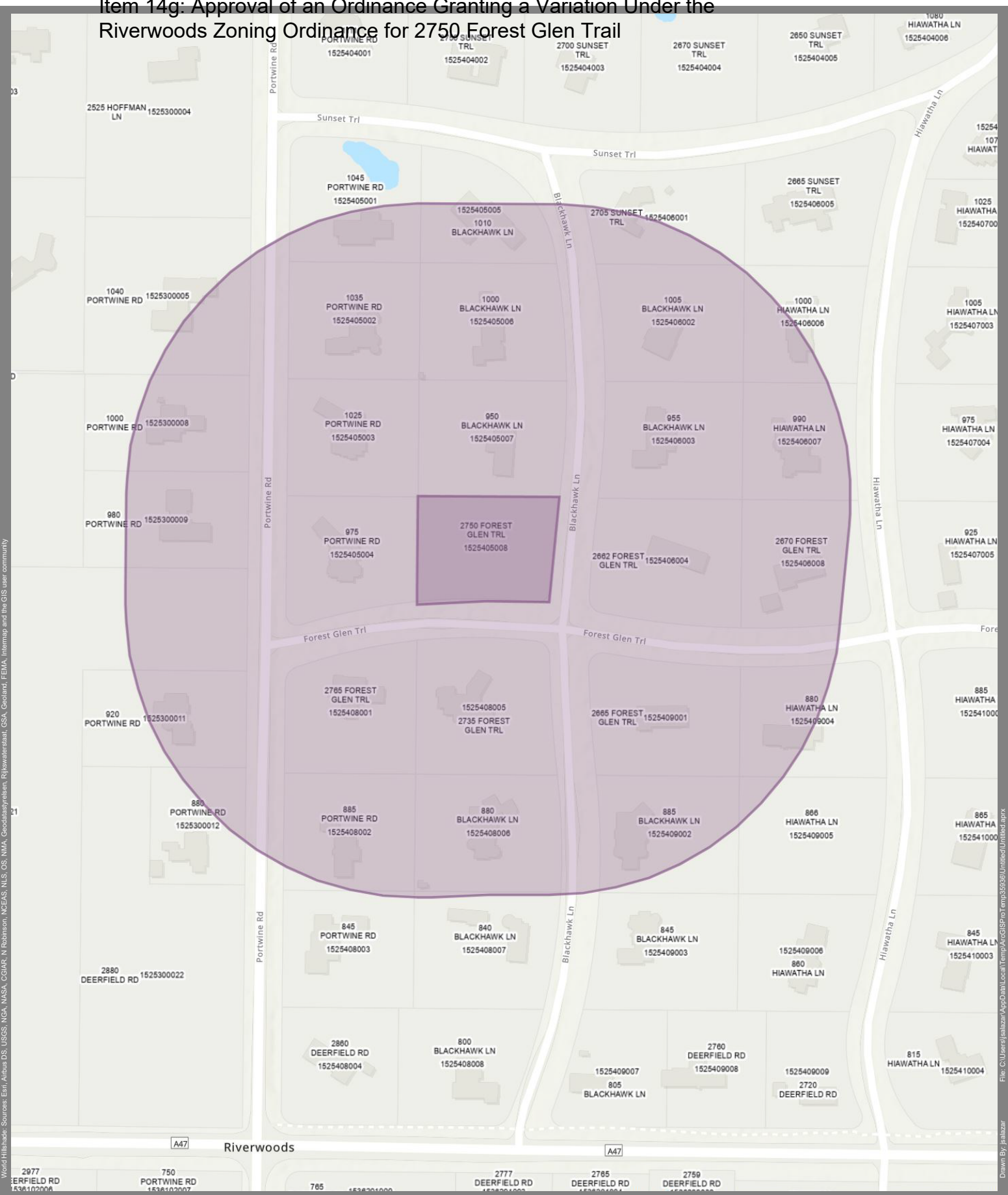
At the hearing noted above, the Zoning Board of Appeals will consider a request to increase the permitted area of removal of protected woodland on the subject parcel from the allowable twenty percent (20%) of the area of such parcel's protected woodland to twenty-five percent (25%).

Persons wishing to appear at such hearing may do so in person, by attorney or other representative. Written communications to the Zoning Board of Appeals may be filed at the Village Hall or at the Hearing. The application is available for inspection at the Village Hall. If you should have any questions, concerns, or require additional information, you may call the Village Hall at (847) 945-3990.

Sincerely,

Applicant(s):
Laura and Perry Alex Cook
301 Commons Park South
Unit 302
Stamford, CT 06902

Item 14g: Approval of an Ordinance Granting a Variation Under the Riverwoods Zoning Ordinance for 2750 Forest Glen Trail



World Hillshade: Sources: Esri, Airbus DS, USGS, NGA, CGIAR, N Robinson, NCEAS, NLS, OS, NIMA, Geodataspyreisen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

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2750 FOREST GLEN TRL
RIVERWOODS IL 60015



Item 14g: Approval of an Ordinance Granting a Variation Under the Riverwoods Zoning Ordinance for 2750 Forest Glen Trail

| OBJECTIC PIN | situs addr line 1 | situs addr line 2 | situs addr line 3 | situs cmtpradr direct legdat | situs cmtpradr name legdat | situs cmtpradr number legdat | situs cmtpradr numsuf legdat | situs cmtpradr suffix legdat | situs addr city | situs addr state | legdat | situs addr zip | legdat | taxpayer name |
|--------------|-------------------|----------------------|---------------------|------------------------------|----------------------------|------------------------------|------------------------------|------------------------------|-----------------|------------------|--------|----------------|--------|--|
| 241465 | 1525405008 | 2750 FOREST GLEN TRL | RIVERWOODS IL 60015 | | FOREST GLEN | 2750 | | TRL | RIVERWOODS IL | IL | | 60015 | | ZIPPY LLC |
| 241464 | 1525405007 | 950 BLACKHAWK LN | RIVERWOODS IL 60015 | | BLACKHAWK | 950 | | LN | RIVERWOODS IL | IL | | 60015 | | JACK A BATTAGLIA & VALERIE C LENGERICH |
| 241461 | 1525405004 | 975 PORTWINE RD | RIVERWOODS IL 60015 | | PORTWINE | 975 | | RD | RIVERWOODS IL | IL | | 60015 | | DEBRA L EIRNBERG TTEE |
| 241504 | 1525408005 | 2735 FOREST GLEN TRL | RIVERWOODS IL 60015 | | FOREST GLEN | 2735 | | TRL | RIVERWOODS IL | IL | | 60015 | | JEFFREY & NANCY GLASS |
| 241460 | 1525405003 | 1025 PORTWINE RD | RIVERWOODS IL 60015 | | PORTWINE | 1025 | | RD | RIVERWOODS IL | IL | | 60015 | | EDWARD & JUDITH BOBA |
| 241469 | 1525406004 | 2662 FOREST GLEN TRL | RIVERWOODS IL 60015 | | FOREST GLEN | 2662 | | TRL | RIVERWOODS IL | IL | | 60015 | | JADWIGA DUBA |
| 241500 | 1525408001 | 2765 FOREST GLEN TRL | RIVERWOODS IL 60015 | | FOREST GLEN | 2765 | | TRL | RIVERWOODS IL | IL | | 60015 | | HUTENSKY, MICHAEL S & EMILY A |
| 241468 | 1525406003 | 955 BLACKHAWK LN | RIVERWOODS IL 60015 | | BLACKHAWK | 955 | | LN | RIVERWOODS IL | IL | | 60015 | | ANDREW BOKOR & LISA MOSS |
| 241463 | 1525405006 | 1000 BLACKHAWK LN | RIVERWOODS IL 60015 | | BLACKHAWK | 1000 | | LN | RIVERWOODS IL | IL | | 60015 | | BARRY R SCHER TRUST |
| 241508 | 1525409001 | 2685 FOREST GLEN TRL | RIVERWOODS IL 60015 | | FOREST GLEN | 2685 | | TRL | RIVERWOODS IL | IL | | 60015 | | LEONARD & LANA MARCHEVSKY |
| 241459 | 1525405002 | 1035 PORTWINE RD | RIVERWOODS IL 60015 | | PORTWINE | 1035 | | RD | RIVERWOODS IL | IL | | 60015 | | THE JOANNE HECHT DECL OF TRUST 09/22/06 |
| 241505 | 1525408006 | 880 BLACKHAWK LN | RIVERWOODS IL 60015 | | BLACKHAWK | 880 | | LN | RIVERWOODS IL | IL | | 60015 | | HAIJ, JOSHUA & TATYANA |
| 241467 | 1525406002 | 1005 BLACKHAWK LN | RIVERWOODS IL 60015 | | BLACKHAWK | 1005 | | LN | RIVERWOODS IL | IL | | 60015 | | AMY L RUBIN, TRUSTEE |
| 241501 | 1525408002 | 885 PORTWINE RD | RIVERWOODS IL 60015 | | PORTWINE | 885 | | RD | RIVERWOODS IL | IL | | 60015 | | DAVID V & NANCY J FENCL |
| 241473 | 1525406008 | 2670 FOREST GLEN TRL | RIVERWOODS IL 60015 | | FOREST GLEN | 2670 | | TRL | RIVERWOODS IL | IL | | 60015 | | KALINA, JOSHUA |
| 241347 | 1525300009 | 980 PORTWINE RD | RIVERWOODS IL 60015 | | PORTWINE | 980 | | RD | RIVERWOODS IL | IL | | 60015 | | ROBERT FINK |
| 241472 | 1525406007 | 990 HIAWATHA LN | RIVERWOODS IL 60015 | | HIAWATHA | 990 | | LN | RIVERWOODS IL | IL | | 60015 | | WILLIAM KERSTEIN |
| 241509 | 1525409002 | 885 BLACKHAWK LN | RIVERWOODS IL 60015 | | BLACKHAWK | 885 | | LN | RIVERWOODS IL | IL | | 60015 | | SOLOMON, JOSEPH & MARGARET |
| 241462 | 1525405005 | 1010 BLACKHAWK LN | RIVERWOODS IL 60015 | | BLACKHAWK | 1010 | | LN | RIVERWOODS IL | IL | | 60015 | | TODD M & MEGAN E SCHLESINGER |
| 241346 | 1525300008 | 1000 PORTWINE RD | RIVERWOODS IL 60015 | | PORTWINE | 1000 | | RD | RIVERWOODS IL | IL | | 60015 | | CAREY M & SEENA R STEIN |
| 241348 | 1525300011 | 920 PORTWINE RD | RIVERWOODS IL 60015 | | PORTWINE | 920 | | RD | RIVERWOODS IL | IL | | 60015 | | CAROLYN H ZABINSKY, TRUSTEE |
| 241511 | 1525409004 | 880 HIAWATHA LN | RIVERWOODS IL 60015 | | HIAWATHA | 880 | | LN | RIVERWOODS IL | IL | | 60015 | | DANIEL F MANGIN III, TRUSTEE UTD 4/2/201 |
| 241458 | 1525405001 | 1045 PORTWINE RD | RIVERWOODS IL 60015 | | PORTWINE | 1045 | | RD | RIVERWOODS IL | IL | | 60015 | | SUSAN H SPEARS |
| 241466 | 1525406001 | 2705 SUNSET TRL | RIVERWOODS IL 60015 | | SUNSET | 2705 | | TRL | RIVERWOODS IL | IL | | 60015 | | MILVI L WHEELER, TRUSTEE |
| 241471 | 1525406006 | 1000 HIAWATHA LN | RIVERWOODS IL 60015 | | HIAWATHA | 1000 | | LN | RIVERWOODS IL | IL | | 60015 | | RONALD A & ANITA R FUTTERMAN TRUSTEES |
| 241506 | 1525408007 | 840 BLACKHAWK LN | RIVERWOODS IL 60015 | | BLACKHAWK | 840 | | LN | RIVERWOODS IL | IL | | 60015 | | NATALIA DOBOSH |
| 241349 | 1525300012 | 880 PORTWINE RD | RIVERWOODS IL 60015 | | PORTWINE | 880 | | RD | RIVERWOODS IL | IL | | 60015 | | ASHUR & DIANE JOSEPH |
| 241345 | 1525300005 | 1040 PORTWINE RD | RIVERWOODS IL 60015 | | PORTWINE | 1040 | | RD | RIVERWOODS IL | IL | | 60015 | | FRANCISCO & LINDA FLORES |
| 241502 | 1525408003 | 845 PORTWINE RD | RIVERWOODS IL 60015 | | PORTWINE | 845 | | RD | RIVERWOODS IL | IL | | 60015 | | COMMUNITY SAVINGS BANK |
| 241512 | 1525409005 | 866 HIAWATHA LN | RIVERWOODS IL 60015 | | HIAWATHA | 866 | | LN | RIVERWOODS IL | IL | | 60015 | | MAREK KOWALCZYK |
| 241355 | 1525300021 | 2880 DEERFIELD RD | RIVERWOODS IL 60015 | | DEERFIELD | 2880 | | RD | RIVERWOODS IL | IL | | 60015 | | RAND ROEL |



Stephen Witt <switt@riverwoods.gov>

Re: 2750 Forest Glen Trail - Request for Variation - Written Notification

1 message

Alex Cook <p.alexcook@gmail.com>

Tue, Apr 23, 2024 at 2:58 PM

To: Stephen Witt <switt@riverwoods.gov>

Cc: Charlie Murphy <Charliem@icon-group.com>, Vivian Hofeld <vhofeld@riverwoods.gov>, Laura Cook <laurarobincook@gmail.com>

Hi Steve,

Just wanted to let you know and confirm we delivered letters to all the addresses over the weekend. We also saw the sign on the lot, thanks for handling that for us.

Looking forward to the hearing on May 9th. If you need anything else please let us know.

Alex and Laura

On Tue, Apr 16, 2024 at 5:11 PM Stephen Witt <switt@riverwoods.gov> wrote:

Alex,

The Village is handling the signs, on order as of today.

The Village is publishing the notice in the paper, request just sent to the newspaper.

Steve

On Tue, Apr 16, 2024 at 3:59 PM Alex Cook <p.alexcook@gmail.com> wrote:

Hi Steve,

We closed on the property today so are now the official owners. Attached is a copy of the deed and an updated Variation Request Application form showing us as the owners.

Confirming we'll begin the written notification to neighboring properties, thank you for sending over the template.

Just to fully clarify:

- The Village will place the sign on the lot - no action needed on our end.
- The Village will arrange for public notice in newspaper - no action needed on our end.

Thank you for sending the list of addresses, we'll begin this process now. Please let us know if there is anything else you need.

Alex and Laura

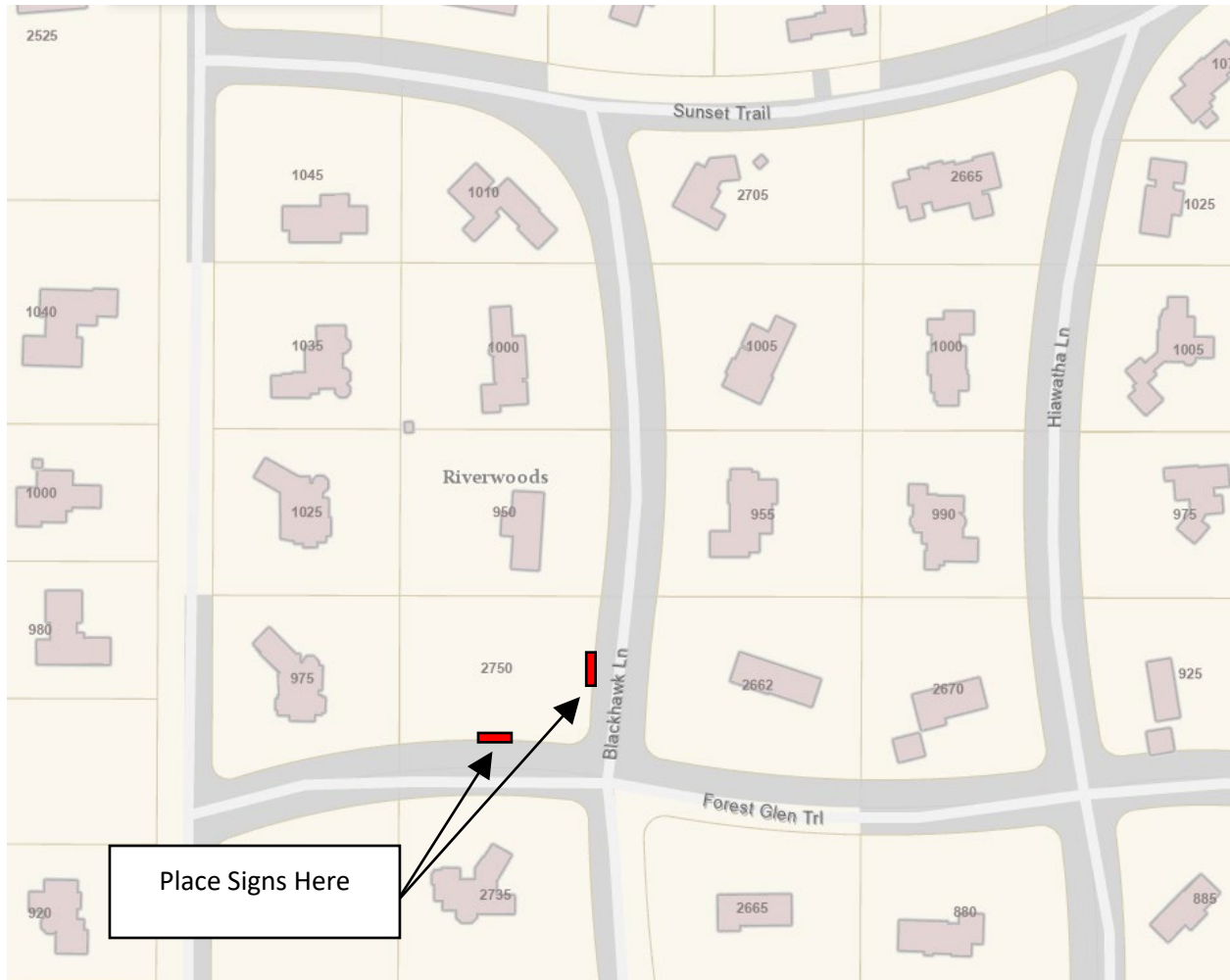
On Tue, Apr 16, 2024 at 3:35 PM Stephen Witt <switt@riverwoods.gov> wrote:

All:

One of the last tasks we need to accomplish prior to the hearing is providing the legal notifications of the hearing, which are:

1. Sign at the property. Though Village Ordinance requires the applicant to do so, the Village will arrange for the sign to be posted at the property.
2. Publication. The Village will arrange for the public notice to be published in the local newspaper.
3. Village Ordinance requires the applicant to provide written notification to neighboring properties as explained in the "Instructions" attachment. Please review the instructions and distribute the written notification by certified mail, return receipt requested post marked not later than April 24, 2024, or by hand delivery by that date. Please note the requirement for written certification to be provided before the hearing starts. A sample letter has been formatted and attached for your use. Please update the date and homeowner address before distributing.

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Sign Placement Diagram

for

2750 Forest Glen Trail

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Sign Facing Forest Glen Trail



Sign Facing Blackhawk Lane

TREE AND WOODLAND PROTECTION

SECTION:

9-6-1: Title

9-6-2: Findings Of The Board Of Trustees

9-6-3: Authority

9-6-4: Intent And Purpose

9-6-5: Definitions

9-6-6: Tree Removal Permit Required

9-6-7: Tree Emergencies

9-6-8: Elective Or Unpermitted Tree Removal

9-6-9: Adoption Of Woodland Delineation Parcel Maps

9-6-10: Limitations On Removal Of Protected Woodland

9-6-11: Woodland Removal Permit Required

9-6-12: Ecological Mitigation Plan

9-6-13: Appeals

9-6-14: Penalty

9-6-15: Conflict With Other Zoning Provisions

9-6-1: TITLE:

This chapter shall be known, cited and referred to as the *RIVERWOODS TREE AND WOODLAND PROTECTION ORDINANCE*. (Ord. 18-03-05, 3-6-2018)

9-6-2: FINDINGS OF THE BOARD OF TRUSTEES:

The findings of the Board of Trustees adopted in ordinance no. 05-2-2, on February 1, 2005, are re-stated as subsections A through D of this section, and the Board of Trustees further adopts the findings in subsections E, F and G of this section. The terms "native trees" and "native woodlands", when used in these findings, shall have the meanings given in section 9-6-5 of this chapter.

A. The Plan Commission of the Village of Riverwoods on June 3, 2004 conducted a public hearing on the question of adopting a zoning text amendment under this title for the purpose of protecting woodlands and submitted its report to the Board of Trustees recommending that a woodland protection ordinance be considered to protect woodland areas in the Village.

B. The Board of Trustees conducted a public hearing and town meeting on December 7, 2004, and received testimony at that time from Mr. Charles Stewart, President, Urban Forest Management, Inc., who served as Village Forester beginning in 1976; Dr. George Ware, Ph.D., Dendrologist Emeritus at the Morton Arboretum; Mr. Steve Swanson, Director of the Kennecott Grove National Historic Area in Glenview, Illinois; Mr. Mark O'Leary, M.S., Senior Ecologist with Applied Ecological Services, Inc., an ecological consulting, contracting and restoration firm; and Mr. Patrick Glenn, P.E., Gewalt Hamilton Associates, Inc. ("GHA"), the engineering firm serving as Village Engineer. At such town meeting, GHA presented its report entitled "Report on Woodland/Turfgrass Hydrology, Using NRCC TR-55 Hydrological Methods", dated December 2004, prepared by GHA (the "GHA Report").

C. The Urban Forest Research Unit of the USDA Forest Service, Northeastern Research Station in Syracuse, New York, was established in 1978, to investigate the effects of urban forests and their management on human health and environmental quality, and it has developed the urban forest effects (UFORE) model, which model is used to quantify the following:

1. Urban forest structure by land use type (e.g., species composition, tree density, tree health, leaf area, leaf and tree biomass, species diversity, etc.);
2. Hourly amount of pollution removed by the urban forest, and its associated percent air quality improvement throughout a year. Pollution removal is calculated for ozone, sulfur dioxide, nitrogen dioxide, carbon monoxide and particulate matter (<10 microns);
3. Hourly urban forest volatile organic compound emissions and the relative impact of tree species on net ozone and carbon monoxide formation throughout the year;
4. Total carbon stored and net carbon annually sequestered by the urban forest;

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5. Effects of trees on building energy use and consequent effects on carbon dioxide emissions from power plants;
6. Compensatory value of the forest, as well as the value of air pollution removal and carbon storage and sequestration;
7. Tree pollen allergenicity index;
8. Potential impact of gypsy moth and Asian longhorned beetle infestation;
9. Tree transpiration.

The Urban Forest Research Unit of the USDA Forest Service, Northeastern Research Station in Syracuse, New York, has modeled numerous cities in the United States and published its results quantifying the direct, favorable ecological and financial benefits of maintaining urban forests.

D. After reviewing the expert testimony and reports presented to the Board of Trustees and the published research available to quantify the economic benefits of urban forests, the Board of Trustees adopts the following findings as the basis for adoption of this chapter and intends that this chapter be interpreted in the light of such findings:

1. Approximately ninety percent (90%) of the areas within the Village's R-1, R-2 and R-3 Single-Family Residential Zoning Districts (excluding subdivisions developed as planned unit developments) are located within the mixed-hardwood forest and woodland landscape that is the characteristic natural ecological system in the Village.
2. In the Village's woodland ecosystem, the canopy, understory and ground plane (herbaceous) levels each have characteristic species.
3. The natural woodland ecology in the Village is modified and pressured by human activity and development, the presence of deer herds, in particular, and other wildlife and insect populations, and the proliferation of non-native, invasive species, such as buckthorn and garlic mustard. Human activity in the form of replacing native understory and ground plane plants with turfgrass is also a negative factor in the maintenance of healthy woodlands because each of the three (3) native components of the woodlands - the canopy, understory and ground plane - is necessary for the continued regeneration of native trees and plants.
4. Since 1976, the Village's woodlands have diminished in quantity and in the quality of the plant community as a result of the pressure factors that are described above. As a result, the Village's woodlands have become more fragmented and have suffered a loss in the ability to regenerate the more desirable species of trees and plants of the native landscape.
5. For the natural woodland ecology in the Village to remain self-sustaining, it is necessary to take steps to reduce the further loss and fragmentation of woodland areas resulting from human activity in order that the woodland trees and plants can more readily resist the pressure factors resulting from non-human factors.
6. The Village should continue to monitor the work of the Lake County Forest Preserve District in maintaining the deer population at a level that can be supported by the environment; the Village should continue to work with other governmental units to minimize and control infestations of gypsy moth, Asian longhorned beetles and similar pests; and the Village should continue to support woodland restoration by educational efforts and by providing assistance to residents seeking to eliminate non-native, invasive species from their properties. The actions referred to in this section should be coordinated with the provisions in this chapter regulating the removal of native trees and woodlands to establish the best possible conditions for the health of the woodlands.
7. The woodlands in the Village, as demonstrated in the GHA Report, significantly reduce the volume and rate of stormwater runoff produced under various land use conditions in the Village in comparison to the volume and rate of stormwater runoff in turfgrass lawn areas. The GHA Report is incorporated in this chapter as if fully set forth herein. Lessening the removal of herbaceous plants and understory trees and the substitution of turfgrass in place thereof will reduce stormwater runoff and lessen the severity of local flooding in the Village.
8. The maintenance of a healthy woodland environment in the Village provides the following benefits: shade and cooling; control of erosion; filtering of water pollutants from stormwater; recharging of aquifers used by residents for drinking water; replenishment of the groundwater table; maintenance of flows into wetlands and streams; cleansing of air of pollutants; mitigation of global warming by absorbing greenhouse gases; and promotion of a biologically diverse community of micro-organisms, plants and animals, protecting some species from extinction while preserving genetic diversity. The urban forest effects (UFORE) model developed by the Urban Forest Research Unit of the USDA Forest Service, Northeastern Research Station in Syracuse, New York, has been used to quantify the dollar benefits of urban forests, and such models indicate that there is a significant quantifiable benefit from woodlands in respect of the benefits described above, and such findings demonstrate that the Village's urban forest cover produces significant quantifiable benefits.
9. The regulations proposed in this chapter, in the severest case of applicability, nevertheless will allow for a building envelope which is sufficient for the construction of a main dwelling and multiple combinations of accessory uses (such as a tennis court and swimming pool and an accessory building) that, in size and extent, would be comparable to intensely developed, existing residential properties in the Village except in the degree to which woodlands have been removed. The protection of woodlands will promote higher property values for woodland areas in the Village. The regulations proposed in this chapter will not unreasonably restrict development nor constitute an arbitrary and capricious exercise of Municipal powers.
10. The preservation of woodland areas in the Village will provide many essential benefits to the community as a

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whole, as described in the foregoing sections, and, accordingly, the adoption of a long-term policy of preserving woodland areas is necessary to safeguard, protect and promote the health, safety and welfare of the current and future inhabitants of the Village and surrounding areas.

E. The protection of native woodlands depends especially on the adoption of a long-term policy of promoting the regeneration of native trees which populated the native woodlands once prevalent throughout the Village. In particular, the preservation and regeneration of native trees in the Village will promote the repair of ecologically disturbed areas and the gradual restoration of native woodlands. The adoption of these regulations, while still allowing for the reasonable improvement of land within the Village, is intended to accomplish, where possible, the following specific objectives:

1. To protect native trees as an important public resource enhancing the quality of life and the general welfare of the Village and enhancing its unique character and physical, historical, and aesthetic environment;
2. To protect, maintain, and enhance the ecological quality and long-term viability of native woodlands and the essential character of those areas throughout the community;
3. To enhance and preserve the air quality of the Village through the filtering effect of trees on air pollutants;
4. To reduce noise within the Village through the baffle and barrier effect of trees on the spread of noise;
5. To reduce topsoil erosion through the soil retention effect of tree roots;
6. To reduce energy consumption through the wind break and shade effects of trees when they are properly preserved on the lot;
7. To preserve and enhance nesting areas for birds and other wildlife which in turn assist in the control of insects;
8. To reduce stormwater runoff and the costs associated therewith and replenish ground water supplies; and
9. To protect and increase property values.

F. Applied Ecological Services, Inc. (AES), as Village Ecologist, has advised the Village on the general location of native woodland communities. In 2015 - 2016, the Village Ecologist conducted various types of inventories of the vegetation communities within the Village to map vegetation community boundaries, such as native woodlands (mesic savanna, northern flatwoods, mesic woodland, dry-mesic woodland, and floodplain forest), wet prairie and marsh complexes.

1. The Village Ecologist has prepared a report dated May 2016, summarizing these inventories, the historic and current ecological conditions of each vegetation community and to the extent possible, floristic quality of these areas, and developed a summary of recommended management tasks for managing the vegetation communities imperiled by various ecological and human induced factors (the "Natural Community and Green Infrastructure Report").

2. The Village has adopted voluntary ecological cost-share programs whereby the stewardship and management activities of residents in woodland areas are eligible to be partially reimbursed by the Village in furtherance of the recommended goals set forth described in the Natural Community and Green Infrastructure Report.

G. The Village caused multi-spectral aerial imaging of the entire Village to be performed on April 8, 2017, in accordance with technical specifications relied upon by restoration ecologists. The Village Ecologist applied such imaging to delineate the boundaries of native woodlands on parcels throughout the Village and to generate an individual woodland delineation parcel map for each parcel, each dated April 8, 2017, indicating the parcel acreage, woodland acreage, and percent woodland cover for such parcel (a "woodland delineation parcel map"). (Ord. 18-03-05, 3-6-2018)

9-6-3: AUTHORITY:

This chapter is adopted under authority vested in the Village by and pursuant to its home rule powers and other applicable laws of the State of Illinois. (Ord. 18-03-05, 3-6-2018)

9-6-4: INTENT AND PURPOSE:

The purpose of this chapter is to protect native trees and native woodlands within the Village by regulating and limiting their removal in order to safeguard their benefits for this and succeeding generations. The protection and regeneration of native trees will promote the repair of ecologically disturbed native woodlands and the gradual restoration of the native woodlands once prevalent throughout the Village. The intent of this chapter is to accomplish the purposes set forth herein while ensuring that property owners can continue to enjoy a reasonable return on their properties and are provided the maximum latitude to use their parcels for purposes not inconsistent with these regulations. Periodic review of these regulations should be undertaken by the Village to evaluate whether this intent is being realized. (Ord. 18-03-05, 3-6-2018)

9-6-5: DEFINITIONS:

The following words and phrases shall have the meanings set forth below when used in this chapter. In administering or enforcing the provisions of this chapter, the Village may call on the services of the Village Ecologist and/or Village Forester, and any reference in this chapter to one shall be deemed to include the other.

CONDITION RATING (For Trees): An evaluation of tree health and structural issues, with condition rating 1 being the highest rating, and condition rating 6 being the lowest rating of tree health and structure. The characteristics of trees having condition ratings 1 - 6 are summarized below.

Condition 1: Excellent - The tree is typical of the species, has less than ten percent (10%) deadwood in the crown that is attributable to normal causes, has no other observed problems, and requires no remedial action.

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Condition 2: Good - The tree is typical of the species and/or has less than twenty percent (20%) deadwood in the crown, only one or two (2) minor problems that are easily corrected with normal care.

Condition 3: Fair - The tree is typical of the species and/or has less than thirty percent (30%) deadwood in the crown, one or two (2) minor problems that are not eminently lethal to the tree, and no significant decay or structural problems, but the tree may need remedial care in order to minimize the impact of future stress and to ensure continued health.

Condition 4: Average - The tree is typical of the species but has some problems such as thirty percent (30%) to fifty percent (50%) deadwood in the crown, decay or structural defects, insects, disease or other problems that can be eminently lethal to the tree or create a hazardous tree if not corrected in a short period of time or if the tree is subjected to additional stress.

Condition 5: Poor - The tree is not typical of the species and/or has over fifty percent (50%) deadwood in the crown, major decay or structural problems, is hazardous or is severely involved with insects, disease, or other problems, that even if aggressively corrected, would not result in the long-term survival of the tree.

Condition 6: Dead - Less than ten percent (10%) of the tree shows signs of life.

CRITICAL ROOT ZONE: The area inscribed by a circular line on the ground beneath a tree having as its center point the center of the trunk of the tree and a radius equal to one foot (1') for every inch of diameter at breast height (dbh).

DAMAGE: The taking of any direct or indirect action that causes, or is reasonably likely to cause, the death of a tree or a significant loss of a tree's structural integrity including, without limitation, destruction, poisoning, carving, mutilating, girdling, severing the main trunk, leader, or large branches or roots, removing any portion of the bark from the main trunk, leader, or large branches, touching with live wires, crushing or exposing the roots, digging or drilling any hole or trench within the critical root zone, filling with soil or other materials within the critical root zone, compacting a substantial portion of the soil in the critical root zone, or moving a tree to another location. Without limiting the foregoing, "damage" does not include the pruning of trees in accordance with "Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance" (ANSI A300) and "Tree-Pruning Guidelines" published by the International Society of Arboriculture or similar standards and guidelines from time to time recommended for residents of the Village by the Village Forester or Village Ecologist. Damage does include and is deemed to occur when more than twenty percent (20%) of the critical root zone of any tree is damaged or removed or when more than twenty percent (20%) of the critical root zone of any tree is covered by three inches (3") or more of mulch or fill.

DESIRABLE PROTECTED TREE: Any tree located in the Village that would be only a regulated tree if not for the fact that the tree has a condition rating of 1, 2, 3 or 4, and is one of the following species listed in the table below.

DESIRABLE PROTECTED TREES

| Scientific Name | Common Name | Classification |
|----------------------------------|------------------------------|-----------------------------|
| Acer saccharum (= 15" dbh only) | Sugar maple (= 15" dbh only) | Canopy tree |
| Aesculus glabra | Ohio Buckeye | Subcanopy tree |
| Amelanchier sp. | Serviceberry species | Subcanopy tree |
| Betula sp. | Birch species | Subcanopy tree |
| Cephalanthus occidentalis | Buttonbush | Understory tree |
| Cercis Canadensis | Redbud | Subcanopy tree |
| Cornus alternifolia | Pagoda Dogwood | Subcanopy tree |
| Cornus stolonifera | Redosier Dogwood | Multi-stem understory tree |
| Corylus americana | American Hazel | Multi-stem understory tree |
| Crataegus sp. | Hawthorn species | Subcanopy tree |
| Euonymus atropurpureus | Eastern Wahoo | Subcanopy tree |
| Ilex verticillate | Winterberry Holly | Multi-stem understory tree |
| Juglans nigra | Black Walnut | Canopy tree |
| Linden benzoin | Spicebush | Multi-stem understory tree |
| Pinus strobus | Eastern White Pine | Canopy tree |
| Prunus virginiana | Chokecherry | Multi-stem understory shrub |
| Sambucus canadensis | Elderberry | Multi-stem understory shrub |
| Stapylea trifolia | Bladdernut | Multi-stem understory shrub |
| Tilia americana (= 15" dbh only) | Basswood (= 15" dbh only) | Subcanopy tree |
| Viburnum sp. ¹ | Viburnum species | Multi-stem understory shrub |

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Note:

1. Does not include *Viburnum prunifolium* (Blackhaw Viburnum).

DIAMETER BREAST HEIGHT (DBH): The diameter of the trunk of a tree measured in inches, at a point four and one-half feet (4¹/₂') above the existing grade at the base of the tree. Dbh is a commonly accepted standard used by arborists to measure the size of trees.

ECOLOGICAL COST SHARE PROGRAMS: The programs from time to time authorized by the Village to further the ecological management and stewardship of native woodlands by Village residents.

ECOLOGICAL MITIGATION PLAN: A legally enforceable plan and agreement between an owner and the Village, under which the owner agrees to perform ecological restoration in the form of various ecological management strategies that are intended to establish, protect, or enhance native woodlands and other areas located on such owner's parcel, as specified in the mitigation plan document prepared by the Village Ecologist.

HIGHLY DESIRABLE PROTECTED TREE: Any tree located in the Village that would be only a regulated tree, if not for the fact that the tree has a condition rating of 1, 2, 3 or 4, and is one of the species listed in the table below.

HIGHLY DESIRABLE PROTECTED TREES

| Scientific Name | Common Name | Classification |
|-----------------------|-----------------------|----------------|
| Acer rubrum | Red Maple | Canopy tree |
| Carpinus caroliniana | Blue Beech/Musclewood | Subcanopy tree |
| Carya sp. | Hickory species | Canopy tree |
| Celtis occidentalis | Common Hackberry | Canopy tree |
| Hamamelis virginiana | Common Witchhazel | Subcanopy tree |
| Ostrya virginiana | Ironwood | Subcanopy tree |
| Platanus occidentalis | American Sycamore | Canopy tree |
| Quercus sp. | Oak species | Canopy tree |
| Virbunum prunifolium | Blackhaw Viburnum | Subcanopy tree |

NATIVE TREE: For purposes of this chapter, any tree in the Village that is either a desirable protected tree or a highly desirable protected tree indigenous to the area and important to the native woodland community in which they are found.

NATIVE WOODLANDS: Areas in the Village consisting of one or more woodland plant communities, transitioning (west to east) from floodplain woodland near the Des Plaines River to mesic woodland, dry-mesic woodland, then savanna, with northern flatwoods scattered throughout and populated by native trees and having a minimum area of four hundred (400) square feet, consisting of at least a canopy layer comprised of native tree species and natural/unmaintained ground (herbaceous) layer that allows for the regeneration and sustainability of the woodland over time. For purposes of this chapter, northern flatwoods and savanna are considered woodland communities.

OWNER: The person or entity legally or beneficially owing real estate in the Village undertaking any actions with respect to regulated trees on such real estate which are regulated by the provisions of this chapter. Any reference to owner in this chapter includes the family members, guests, tenants, licensees, contractors, agents, officers, directors, shareholders and employees of the person or entity legally or beneficially owing the real estate in question under the provisions of this chapter.

PROTECTED WOODLAND: The area of native woodland determined for each parcel in the Village shown on the woodland delineation parcel map for such parcel as of April 8, 2017, which area may be expressed as a percentage of the total land area of such parcel, but subject to adjustment in accordance with section 9-6-9 of this chapter. For any parcel, except as otherwise provided in this chapter, the protected woodland, subject to such adjustment, is the amount of native woodland on such parcel documented as of April 8, 2017.

REGULATED TREE: Any tree located in the Village, together with its root system, having a primary stem or trunk that is at least one and one-half inches (1.5") dbh or greater and is at least six feet (6') tall, and any multi-stemmed variation (where all stems are less than 1.5 inches dbh) of the tree species that is at least six feet (6') tall. For mitigation purposes and calculating tree mitigation fees, each multi-stemmed tree will be considered to have a two inch (2") dbh.

REMOVE OR REMOVAL (With Respect To Protected Woodlands): The removal and/or replacement of protected woodland on a parcel, that consists of physically clearing or otherwise removing or replacing any of the layers (ground, shrub, subcanopy and canopy) of the protected woodland by mowing, mulching, cutting, tilling or planting turf grass, or planting non-native or invasive trees, shrubs, or ground layer vegetation that effectively replaces any woodland layer. For avoidance of doubt, the removal of any canopy, subcanopy, or shrub layer of protected woodland may also constitute the removal of regulated trees. For purposes of this definition, neither: a) the planting of flowers and engaging in gardening activities in the protected woodlands that do not harm the survival and regeneration of protected woodlands, nor b) the detachment or elimination of invasive or noxious trees, shrubs or ground layer vegetation, such as those identified in the ecological cost share programs, shall be deemed to be removed. In construing the preceding sentence, activities that harm the regeneration

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of the protected Woodlands are those that cumulatively cancel the natural processes through which the native woodlands would regenerate if the activities in question were to cease.

REMOVE OR REMOVAL (With Respect To Regulated Trees): The physical detachment or elimination of a regulated tree, or the effective detachment or elimination of a regulated tree, through damage, cutting of major vegetation to the ground, complete extraction or killing by spraying, girdling, root cutting, or otherwise (but not the proper pruning of trees in accordance with "Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance" (ANSI A300) and "Tree-Pruning Guidelines" published by the International Society of Arboriculture or similar standards).

TREE EMERGENCY: The existence of any tree within the Village that has become an immediate danger or hazard to persons or property as a result of any tornado, windstorm, flood, freeze, natural disaster or other occurrence.

TREE MITIGATION FEE: The fee to be paid by an owner for the removal of desirable protected trees or highly desirable protected trees, to the extent the provisions of this chapter require the payment of such fee, in the amount set forth in the Village fee schedule.

TREE REMOVAL PERMIT: The written permit issued by the Village to authorize the removal of regulated tree(s) pursuant to the provisions of this chapter.

TREE REMOVAL PERMIT APPLICATION: The application (including fee, if any) required for issuance of a tree removal permit pursuant to this chapter.

VILLAGE ECOLOGIST: The employee or consultant of the Village who is a trained restoration ecologist and is designated to act as Village Ecologist.

VILLAGE FEE SCHEDULE: The fee schedule adopted pursuant to section 1-11-5 of this Code.

VILLAGE FORESTER: The employee or consultant of the Village who is a trained forester/arborist and is designated to act as Village Forester.

WOODLAND DELINEATION PARCEL MAP: As defined in subsection 9-6-2G of this chapter.

WOODLAND DELINEATION SURVEY: As defined in section 9-6-9 of this chapter.

WOODLAND REMOVAL PERMIT: The written permit issued by the Village to authorize the removal of protected woodland pursuant to the provisions of this chapter.

WOODLAND REMOVAL PERMIT APPLICATION: The application (including fee, if any) required for issuance of a woodland removal permit pursuant to this chapter. (Ord. 18-03-05, 3-6-2018)

9-6-6: TREE REMOVAL PERMIT REQUIRED:

A. Except for tree emergencies, it shall be unlawful for any owner without a tree removal permit from the Village to damage or remove any regulated tree. Any owner is responsible for the damage or removal of the regulated tree on such owner's property when the damage or removal was performed or caused by another person acting with the permission of such owner.

B. Any owner who damages or removes one or more regulated trees without a tree removal permit shall be required to apply retroactively for a tree removal permit. If more than twenty percent (20%) of the critical root zone of any regulated tree will be damaged or removed as result of proposed construction on an owner's property, then notwithstanding the intent of the owner to preserve such regulated tree, the loss of such regulated tree shall be assumed and an application for tree removal permit required in such instance.

C. An owner applying for a permit to remove protected woodland under this chapter shall apply for a tree removal permit with respect to any regulated trees to be removed from the protected woodland.

D. If an owner seeks a tree removal permit, the application for such tree removal permit shall contain:

1. Name and address of the owner;
2. Commonly known address of the owner's property where the removal shall occur;
3. Name and address of the contractor or other person who is proposed as having responsibility for tree removal;
4. A hand drawn map indicating the location of each tree proposed for removal;
5. A general description of all trees to be removed, including tree number, species, size (dbh), condition, and reason for removal;

6. When a site development permit is required, a site development plan sheet entitled "Woodland/Tree Protection & Landscaping Plan" containing all or a portion of such details as may be specified or required for such plans for reviewing such permit under the Riverwoods development ordinance;

7. When a site development permit is required, a tree survey of all regulated trees (except buckthorn and honeysuckle) 1.5" to 6" dbh (and multi-stem variations) extending a minimum of twenty feet (20') beyond the construction limits and all six inch (6") dbh and greater regulated trees extending a minimum of forty feet (40') beyond the construction limits and overlaid directly upon the woodland/tree protection and landscaping plans contained in the site development plan, showing the tag number, species, size (dbh), condition and percent of critical root zone permanently impacted of all regulated trees. The

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survey shall distinguish among trees to be preserved, root pruned, transplanted, or removed. The owner may exclude areas of the site or trees under six inches (6") dbh from the tree survey, if the Village Ecologist determines that the proposed construction or other activity will not impact those areas; and

8. Such other data and information as the Village shall deem necessary to allow full and fair consideration of the tree removal permit application.

E. Upon receipt of a tree removal permit application, the Village Ecologist shall inspect the owner's property and contiguous and adjoining lots in order to evaluate the application, including finding whether any of the trees requested for removal are located in a protected woodland area. Subject to compliance with applicable provisions of this Code, upon recommendation of the Village Ecologist, the Village will issue a tree removal permit, without charging a tree mitigation fee, if, based on the site inspection, one or more of the following permit conditions is satisfied:

1. The tree is not a desirable protected tree or highly desirable protected tree;
2. The tree is a desirable protected tree or highly desirable protected tree that is proposed to be removed or relocated within two (2) years after first being planted;
3. The tree to be removed is located within the footprint of a new principal building to be located on an undeveloped lot that has never been improved with a single-family dwelling;
4. The tree must be removed because it is dead, dying or diseased;
5. The tree is weakened by disease, age, fire, storm or other natural causes such that it is likely to die or become diseased;
6. The tree constitutes a hazard to pedestrian or vehicular traffic; or
7. The tree constitutes a tree emergency.

F. An owner or agent acting pursuant to a tree removal permit shall remove the trees identified in such permit in accordance with the terms and conditions set forth in the tree removal permit. Tree removal permits will be issued initially for a period of ninety (90) days and may be extended by the Village Ecologist for good cause shown. (Ord. 18-03-05, 3-6-2018)

9-6-7: TREE EMERGENCIES:

A. If a tree emergency shall occur, such that there arises a risk of imminent danger or hazard to persons or property from any tree which ought to be cut or removed immediately or with as little delay as possible (i.e., trees which threaten to fall or have fallen on houses or power lines or block safe passage of streets or have become uprooted or unstable as a result of severe weather, floods or high winds), then it shall be lawful for the owner to remove such tree, to the extent necessary to avoid immediate danger or hazard, without a tree removal permit; provided that within five (5) business days after taking any such action, the owner shall complete relevant portions of the tree removal permit application describing the tree emergency and the actions taken. In order to expedite the removal of a tree causing a tree emergency, the owner may also take photos of the tree(s) in question and send to the Village Ecologist/Forester who can then respond immediately to approve the tree(s) removal.

B. If the Village Ecologist, upon the review of the tree removal permit application, concurs that the owner's actions were warranted, no further action under these regulations shall be necessary, but if the Village Ecologist determines that no genuine tree emergency existed to justify the removal of the regulated tree(s), then such actions by the owner shall be deemed a violation of these regulations. (Ord. 18-03-05, 3-6-2018)

9-6-8: ELECTIVE OR UNPERMITTED TREE REMOVAL:

A. The Village policy is to discourage the removal of native trees for frivolous reasons. A tree removal permit will be issued for removal of a native tree when made necessary by construction, additions or property improvements or repairs within the building envelope allowed on the parcel in question. In such instances, the owner may obtain a tree removal permit for the removal of the native tree concurrently with the approval of the building permit upon paying the applicable building permit fees, tree removal permit and mitigation fees.

B. In instances when the native tree sought to be removed is located within any required yard on the owner's parcel, the owner shall have a burden of establishing that no reasonable methods of accomplishing the construction or repairs are available that could avoid the removal of the native tree in the required yards. The removal of native trees in any required yard shall be limited to the minimum amount necessary for the proposed construction.

C. Except when the Village waives the payment of the tree mitigation fee, as described in section 9-6-12 of this chapter, tree mitigation fees are payable for the removal of native trees pursuant to a tree removal permit. The payment of tree mitigation fees for any elective removal shall be as set forth in the Village fee schedule. The fees shall be at a rate assessed on each one inch (1") in trunk diameter of removed native trees (measured by dbh) and may vary according to the species of the removed tree(s), if so provided in the Village fee schedule. If there are protected woodlands on the parcel in question that would benefit from implementation of an ecological mitigation plan, then the Village may waive or reduce the payment of the tree mitigation fee, as described in section 9-6-12 of this chapter.

D. An owner who damages or removes one or more regulated trees without a tree removal permit is required to apply retroactively for a tree removal permit and shall be subject to the penalty provisions of this chapter. In addition, the owner shall pay the tree mitigation fees indicated in the Village fee schedule for any trees removed that were native trees. If the identity of trees removed as native trees cannot be determined, due to the actions of the owner, then the Village shall treat

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such occurrence as an aggravating circumstance when imposing the penalty amount. (Ord. 18-03-05, 3-6-2018)

9-6-9: ADOPTION OF WOODLAND DELINEATION PARCEL MAPS:

A. Except as provided in this section, the woodland delineation parcel map for each parcel in the Village is hereby adopted and accepted as a rebuttably true and correct delineation of protected woodland for the parcel to which it applies, to the extent and within the area documented on the woodland delineation parcel map for such parcel.

B. Any owner, including any applicant for a site development permit, may elect to provide an on-ground survey, prepared by an experienced ecological consultant selected by the applicant, to delineate the native woodlands on such owner's property (a "woodland delineation survey"). For the purposes of this chapter, any woodland delineation survey shall satisfy the following criteria or will be rejected as inapplicable to the regulations of this chapter:

1. Native woodlands shall be delineated on a scaled plan showing the boundaries all native woodlands on the parcel in question, according to the definition of native woodlands in this chapter. Without limiting the foregoing, the area of native woodlands so delineated will exclude grass lawns, impervious surfaces, or other manmade surfaces such as a horse corral.

2. Woodland delineation flags shall be placed along the edge of the native woodlands and be placed as close together as necessary to define the native woodlands, but no farther apart than fifty feet (50').

C. The edge of native woodlands that is delineated on the parcel shall be reviewed by the Village Ecologist, who shall either reject or approve the proposed delineation or approve the delineation with modifications. If the woodland delineation survey is being prepared in conjunction with an application for a site development permit, the delineation of the native woodlands shall be shown on the site plan. No site development permit shall be issued to any person under title 8 of this Code if the proposed development would result in a violation of section 9-6-10 of this chapter.

D. An owner may apply for a map amendment to the amount of protected woodland shown by a woodland delineation parcel map on such owner's parcel by submitting a woodland delineation survey to the Village, together with such other photographic or documentary information as the owner deemed relevant, as part of a formal request for map amendment. If a preponderance of evidence submitted indicates that the woodland delineation parcel map for the lot in question overstates the extent of native woodlands on the parcel in question as of April 8, 2017, then the Village shall revise the woodland delineation parcel map to correct for the overstatement.

E. Notwithstanding the area documented on the woodland delineation parcel maps, if an owner or such owner's predecessor(s) shall have participated in an ecological cost share program and enlarged the native woodlands on such owner's parcel after April 8, 2017, the areas of native woodlands enlarged through the ecological cost share programs, although not shown on the woodland parcel map for the parcel, will nevertheless be documented as protected woodland and a notation by the Village Ecologist will be placed on the woodland delineation parcel map to indicate the adjusted boundary of the protected woodland, which shall thereafter be the protected woodland for such parcel for purposes of applying the limitations in section 9-6-10 of this chapter. By means of a woodland delineation survey, any owner may document any additions to the native woodlands located on such owner's lot by means of a woodland delineation survey submitted to and approved by the Village, and a notation by the Village Ecologist will be placed on the woodland delineation parcel map to indicate the adjusted boundary of the protected woodland on such owner's parcel, which shall thereafter be the protected woodland for such parcel for purposes of applying the limitations in section 9-6-10 of this chapter.

F. The Village Clerk is directed to retain an official copy of the woodland delineation parcel map for each parcel in the Village with all notations thereon. (Ord. 18-03-05, 3-6-2018)

9-6-10: LIMITATIONS ON REMOVAL OF PROTECTED WOODLAND:

A. With respect to any parcel in the Village, it shall be unlawful for any person to cause or permit any removal of protected woodland on such parcel to such an extent as to result in a net, aggregate loss of more than twenty percent (20%) of the area of such parcel's protected woodland.

B. When a parcel is subdivided after January 1, 2018, the Village Ecologist shall issue a woodland delineation parcel map for each resulting lot (based on the woodland delineation parcel map for the original parcel) and shall notate on the maps the extent of removal of protected woodland on each parcel that occurred before the subdivision.

1. The area of protected woodland allowed to be removed from the subdivided parcels, in the aggregate, shall be the same area as could have been removed immediately before the subdivision occurred (the "woodland removal allowance"). The subdivision plat shall contain a restriction allocating the woodland removal allowance among the parcels. This plat restriction shall take precedence over the twenty percent (20%) restriction set forth in subsection A of this section.

2. It shall be unlawful for any person to cause or permit any removal of protected woodland on any subdivided parcel in violation of the applicable plat restriction.

C. Notwithstanding any provision to the contrary in this chapter, for a parcel that has never been improved with a residence (including a parcel that results from a subdivision), no tree mitigation fee shall apply to the removal of native trees located within the area of any protected woodland that is removed in accordance with the provisions of this chapter.

D. An owner shall be allowed to apply for a variation under chapter 11 of this title to remove up to five percent (5%) of protected woodland above the amount of protected woodland that could otherwise be removed on such owner's parcel under this chapter, because of special or peculiar characteristics of the owner's parcel that make compliance with this chapter difficult or impossible. The woodland removal restrictions applicable to any parcel shall not be varied more than once. (Ord. 18-03-05, 3-6-2018)

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9-6-11: WOODLAND REMOVAL PERMIT REQUIRED:

A. No person shall cause or permit any removal of protected woodland on any parcel in the Village, unless the person has obtained a woodland removal permit from the Village. The purpose of this provision is to ensure that the removal does not violate the allowable reduction in protected woodland on such owner's land. Removal of protected woodland harms the survival and regeneration of native woodland in the cleared area and may result in a violation of this chapter. Any owner who damages or removes any protected woodland on such owner's land without a woodland removal permit or in violation of a woodland removal permit shall be responsible for the damage or removal of such protected woodland, notwithstanding that the damage or removal was performed or caused by another person acting under the authority of such owner. Any owner who performs or allows protected woodland removal to occur on such owner's parcel without a woodland removal permit shall be required to apply retroactively for a woodland removal permit and shall be subject to the penalty provisions of this chapter. A contractor performing work on an owner's parcel is considered to be working under the direction and supervision of the owner, and the owner is responsible for the actions of the contractor that constitute violations of this chapter.

B. If an owner seeks a woodland removal permit, the application for such woodland removal permit shall contain:

1. Name and address of the owner;
2. Commonly known address of the owner's property where the removal shall occur;
3. A written statement indicating the reason for the removal;
4. A description indicated on the woodland delineation map for such owner's parcel of all specific areas of protected woodland to be removed;
5. A dimensioned drawing containing all or a portion of such details as may be specified or required for such plans under section 8-5-3 of this Code, if requested by the Village Ecologist to allow full and fair consideration of the woodland removal permit application;

6. When a site development permit is required, a site development plan sheet entitled "Woodland/Tree Protection & Landscaping Plan" containing all or a portion of such details as may be specified or required for such plans for reviewing such permit under the Riverwoods development ordinance; and

7. Whenever protected woodland has been removed since April 8, 2017, a current woodland delineation survey may be required, if deemed necessary by the Village for measuring the amount of remaining protected woodland with sufficient accuracy.

C. Upon receipt of the owner's application, the Village Ecologist shall visit and inspect the owner's property and visually inspect contiguous and adjoining lots in order to evaluate the application. Subject to compliance with other applicable provisions of this Code, the Village Ecologist shall approve the application and issue a woodland removal permit if, based on a site inspection, the removal of such protected woodland will not reduce protected woodland below the allowable amount under section 9-6-10 of this chapter. If the removal of protected woodland is in accord with this chapter, no charge shall be assessed to the owner for the woodland removal permit (although a charge may apply for a concurrent tree removal permit if native trees are being removed). (Ord. 18-03-05, 3-6-2018)

9-6-12: ECOLOGICAL MITIGATION PLAN:

A. An owner who receives a court order (or decision of an Administration Hearing Officer) to cure a violation of this chapter stemming from the unlawful removal of native trees and/or protected woodlands shall enter into an ecological mitigation plan with the Village in addition to paying any fine set forth in the order or decision.

B. An owner charged with the unlawful removal of native trees and/or protected woodlands may request to cure such violation by voluntarily settling the violation with the Village and entering into an ecological mitigation plan with the Village, provided the owner shall pay a minimum fine of one hundred dollars (\$100.00), as a condition of entering into the ecological mitigation plan.

C. An owner desiring to perform the lawful removal of native trees on the owner's parcel may apply for a waiver of all or a portion of the applicable tree mitigation fee by voluntarily agreeing to implement an ecological mitigation plan recommended by the Village Ecologist, pursuant to which the owner undertakes beneficial ecological restoration of protected woodlands on such owner's parcel. Such ecological mitigation plans will be approved only in those cases where tree mitigation fees would otherwise exceed five thousand dollars (\$5,000.00) and the degree to which the owner undertakes beneficial ecological restoration of protected woodlands and completes such restoration activities would merit such consideration.

D. An ecological mitigation plan, together with such application form as may be prescribed by the Village, may be prepared by owner's ecological consultant or collaboratively with the Village Ecologist and submitted to the Village for review and approval. The ecological mitigation plan must be prepared in accordance with the specifications developed by the Village Ecologist for implementation of the ecological cost share programs (but without the cost share). Each ecological mitigation plan shall specify the locations of proposed restoration options, including but not necessarily limited to, native tree and shrub planting, canopy and subcanopy tree thinning, native seeding, invasive shrub removal, garlic mustard removal, and/or prescribed burning. In reviewing and approving each ecological mitigation plan, the Village Ecologist will recommend the forms of ecological mitigation that are most feasible and beneficial to the native woodland on the owner's parcel. Upon request of the owner and approval by the Village President, the Village Ecologist may prepare the ecological mitigation plan for use by the owner, at the owner's expense.

E. Each ecological mitigation plan shall establish timelines. For ecological mitigation of removed native trees, the timeline shall be six (6) months after the date of approval of the ecological mitigation plan. An extension of time may be granted by

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the Village Ecologist upon request, provided, however that no such extension shall exceed twelve (12) months from the original date of issuance of the permit. A timeline for ecological mitigation of native woodlands shall be as set forth in the approved ecological mitigation plan, but it is not uncommon for such plans to require commitments of three (3) or more years of management/stewardship before measurable restoration performance of woodlands can be confirmed. Each ecological mitigation plan, as a condition of approval, shall be performed by a trained ecological restoration contractor, certified for such work by the Village under the ecological cost share programs.

F. In each ecological mitigation plan, the owner shall agree to reimburse the Village for its reasonable fees and expenses, including consultants' and attorneys' fee to the extent permitted by law, in preparing, negotiating, inspecting and enforcing the ecological mitigation plan, and shall agree that the Village will be entitled to record a lien against such owner's parcel for recovery of any such unpaid fees and expenses. The fees for the services of the Village Ecologist and other consultants will be charged to the owner at rates as set forth in the Village fee schedule. (Ord. 18-03-05, 3-6-2018)

9-6-13: APPEALS:

An owner may appeal in writing to the Village Board of any decision made by the Village Ecologist/Forester under the provisions of this chapter within thirty (30) days of such decision being rendered. No such appeal shall stay any court proceedings, including any administrative adjudication, in furtherance of the decision appealed from and all duties imposed thereby. The Board of Trustees shall select a reasonable time and place for a public hearing on the appeal, shall give due notice thereof to the parties having a known interest therein and shall render a written decision without unreasonable delay. Upon the concurring vote of a majority of its members then holding office, the Board of Trustees may reverse or affirm, in whole or in part, or may modify, the decision from which the appeal was taken, and to that end the Board shall have all the powers of the Village officials or agents charged with making the decision appealed from. (Ord. 18-03-05, 3-6-2018)

9-6-14: PENALTY:

A. Whoever violates any of the provisions of this chapter shall be punished by a fine of up to one thousand dollars (\$1,000.00) for each such violation.

B. In case of unlawful removal of regulated trees without a tree removal permit or in violation of the terms of such permit, a separate and distinct violation shall be deemed to have occurred for each regulated tree unlawfully removed in violation of this chapter, and a separate and distinct violation shall be deemed to have occurred for each day that such violations exist.

C. In case of unlawful removal of protected woodland without a woodland removal permit or in violation of the terms of such permit, a separate and distinct violation shall be deemed to have occurred for each day that such protected woodland is unlawfully removed and/or not restored in violation of this chapter, and a separate and distinct violation shall be deemed to have occurred for each day that such violations exist.

D. In addition to any fine permitted or required to be imposed hereunder, the Village may seek injunctive relief to prevent an actual or threatened violation of this chapter, and may also seek mandatory injunctive relief to require the owner of the lot in question to bring such lot into compliance with this chapter by preparing and implementing an ecological mitigation plan, the Corporate Authorities finding that the Village and the health, safety and welfare of its residents will be irreparably harmed by the failure to observe the regulations in this chapter, and that the imposition of a fine alone is an inadequate remedy for such violations. The Village may prosecute violations of this chapter filing a case directly in the appropriate court or by referring the offense to the administrative adjudication system for hearing and resolution in accordance with this Code. (Ord. 18-03-05, 3-6-2018)

9-6-15: CONFLICT WITH OTHER ZONING PROVISIONS:

Where a conflict results between the regulations of this chapter and the provisions of the zoning districts in which any lot is located, the regulations of this chapter shall control. (Ord. 18-03-05, 3-6-2018)

Village of Riverwoods
Zoning Board of Appeals
Meeting Minutes May 9, 2024

A meeting of the Village of Riverwoods Zoning Board of Appeals was held on Thursday, May 9, 2024 at Village Hall. Chairperson Sherry Graditor called the meeting to order at 7:30 PM.

Present:

Tim Buzard
Sherry Graditor, Chairperson
Allan Hirsch
Paul Tuszynski

Absent:

Betty Dlouhy

Also Present:

Steve Witt, Director of Community Services
Steve Zimmerman, Village Ecologist
Kris Ford, Village Mayor
Vivian Hofeld, Deputy Clerk

1. Approval of Minutes

Commissioner Tuszynski moved to approve the ZBA minutes from April 11, 2024. Commissioner Buzard seconded the motion. The motion passed unanimously on a voice vote.

2. Visitors wishing to address the ZBA

There were no visitors wishing to address the ZBA on non-agenda items.

2. New Business

a. Request for Variation of Protected Woodland Removal Percentage at 2750 Forest Glen Trail

Director Witt explained this is a request for a variation of protected woodland removal percentage at 2750 Forest Glen Trail. The petitioners are seeking a recommendation of approval to increase the allowable percentage of woodland removal of 25 percent in lieu of the allowed 20 percent. This parcel is located in the R-1 single family district. The notice of Public Hearing was properly published and signs were posted at the property. The property has never been developed, there has never been a structure on the

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property. The petitioners would like to build a new single-family residence on the parcel, which would require the removal of some of the protected woodland.

Director Witt noted the Comprehensive Plan sets forth land use recommendations for preservation and redevelopment. It indicates that "...the removal of Protected Woodland, which likely also includes removal of protected trees and shrubs, is strongly discouraged...". That said, the Village Code does allow for a certain amount of woodland removal on each property to facilitate some development. The amount of protected woodland that may be removed from any parcel is regulated by Village Code Section 9-6-10. LIMITS ON REMOVAL OF PROTECTED WOODLAND. Paragraph A of that Section limits the aggregate loss of protected woodland on a parcel to no more than twenty percent of the area of such parcel's protected woodland. Paragraph D; however; states that an owner shall be allowed to apply for a variation under Chapter 11 which includes the operations of this commission, to remove up to five percent of protected woodland above the amount of protected woodland that could otherwise be removed, which is that twenty percent.

The Village Code indicates "The purpose of a variation is to relieve a particular hardship or practical difficulty that the regulations of this title may impose upon a property owner because of special or peculiar characteristics of the property that make compliance with the title difficult or impossible." Further, the Board of Appeals may recommend the approval only when the Board of Appeals shall have made written findings of fact, based upon the evidence presented to it in each specific case that certain standards are satisfied. Those standards are:

1. The property owner would suffer a demonstrable particular hardship or practical difficulty as distinguished from a mere inconvenience if the strict letter of the regulations of this title were carried out.
2. The requested variation is in harmony with the general purpose and intent of this title.

Further, it says, the Board of Appeals shall not find that the above standards have been satisfied unless it shall find that all of the following facts have been established by the evidence presented.

- a. The requested variation will not be materially detrimental to the use, enjoyment or property values of adjoining or nearby properties;
- b. The requested variation will not be materially detrimental to the public welfare, including the ecology of the Village, which is to be protected pursuant to the Village's Comprehensive Plan, the Riverwoods Tree and Woodland Protection Ordinance;
- c. The plight of the property owner is due to conditions peculiar to the property arising from its particular physical surroundings, shape, woodlands, tree coverage, wetlands or other topographical conditions;

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- d. In the absence of the variation, the owner's removal or overcoming of the conditions peculiar to the property which impose the particular hardship or practical difficulty, if such action were possible, would be detrimental to promoting the goals set forth in the Village's Comprehensive Plan and the purposes of the Riverwoods Tree and Woodland Protection Ordinance;
- e. The conditions upon which the specific petition for variation is based would not be applicable generally to other property within the same zoning district;
- f. The alleged difficulty or hardship has not been created by any person presently having an interest in the property; and
- g. The requested variation is limited to the minimum change necessary to alleviate the particular hardship or practical difficulty which affects the property."

Applicants Alex and Laura Cook are excited to become new residents of Riverwoods. Ms. Cook reported they would be the third owners of the land in the last two years, but would be the first to actually build on the land due to the hardships on the lot. They learned that the hardships prevented the previous owners from following through with a build. Mr. Cook indicated they found that the lot is classified as one hundred percent woodlands with delineated wetlands on the southeast corner of the setback. This became a challenging proposition to build a home. The 50-foot setbacks and the wetlands push the house into a specific part of the lot. Even with the additional five percent, there is not much space around the perimeter of the house and driveway with respect to the overall size of the lot. They feel that there is little additional usable space without the additional five percent.

Director Witt read an email received from Daniel Mangin, 880 Hiawatha Lane. "I am a very long-time resident in the Hiawatha Woods subdivision. In regard to the Cook's request to get a zoning variance for their property at the corner of Forest Glen Trail and Blackhawk Lane, I find this to be a reasonable proposal. We have 4 vacant lots in our area, 3 being tear downs. This is a very nice property with a challenging site problem. It would benefit our neighborhood to have a home built here by an owner willing to accept the challenges of the land. I speak with some experience having been a founder of the Hiawatha Residents Association and as a past Trustee and Village President. My conclusion is to support the variance requested by the Cooks."

Chairperson Graditor indicated that commission members have seen the plans, know what the applicants are looking for, read the information received, specifically what the ordinance states, and opened the floor for discussion by the commission members,

Commissioner Buzard indicated he understands the petitioner's dilemma and the ZBA has limited ability and needs to look at what can be done in context with the rules they need to follow. With respect to "particular hardships" he thinks the applicants are suggesting the combination of the wetlands and the woodlands creates some kind of peculiar characteristic, which is one of the hurdles the commission must get over. A

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smaller house could be built, without a variance, as it seems to be a “mere inconvenience”. The Code does have an option to go from 20% to 25% of protected woodland removal. He is struggling with these hurdles.

Commissioner Buzard asked how many square feet the house would be, to which Mr. Cook explained the proposed house first floor footprint is about 1,650 square feet, and the total area is 3,400, including the second floor. Commissioner Buzard asked about how big the yard is. Mr. Cook explained the yard is about 15-20 square feet around the back perimeter of the house due to the required grading versus a designated larger back yard which they desire. Commissioner Buzard asked about the number of trees in the rear yard. Mr. Cook explained there are fewer trees in the rear. He has kept as many trees as possible. There are some trees on the perimeter that may have to be removed due to the location of the root zone.

Commissioner Buzard asked about the health of the trees, Mr. Steve Zimmerman, the Village Ecologist, noted the trees are currently healthy. Mr. Zimmerman explained the lot has middle-aged mature white oak, with a lot of ironwood, which are both protected species. The tree removal of 20% is allowed with no mitigation. There is a wetlands on the south side of the house, which is a high-quality wetlands which requires a 100-foot buffer. There are no endangered species. Chairperson Graditor noted the house appears to be slightly closer than the 100-foot buffer for the wetlands.

Commissioner Hirsch questioned how many additional trees would be removed with the higher percentage. He believes there would only be about 6 additional trees. Ms. Cook indicated that the drawing shows 25% removal. Chairperson Graditor asked what the difference would be between 20% and 25%. There was some confusion as to which line indicated the limit of removal. Director Witt indicated that the heavy dashed line indicates the limits and explained every tree shown on the plan with an “x” is targeted to be removed. Commissioner Hirsch asked if the additional 5 percent results in the removal of an additional five or six trees around the perimeter.

Chairperson Graditor explained the issue is more than just the removal of the trees; rather, the enforcement of the ordinance. She questioned whether having an open play area establishes the requirement of the Ordinance for “extreme hardship”. The ZBA primary responsibility is to follow the Woodlands Ordinance. Looking at the removal of trees and granting the variance to the Woodlands Ordinance that was established to protect the Woodlands (which is as important because of the number of trees being removed.) They need to look at the specifics of the Ordinance that we would be changing and determine whether having an open play area constitutes an extreme hardship. The Village enacted this Ordinance for multiple reasons, which she read from the ordinance as follows:

1. To protect native trees as an important public resource enhancing the quality of life;

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2. To protect, maintain, and enhance the ecological quality and long-term viability of native woodlands and the essential character of those areas throughout the community;
3. To enhance and preserve the air quality of the Village through the filtering effect of trees on air pollution;
4. To reduce noise within the Village through the baffle and barrier effect of trees on the spread of noise;
5. To reduce topsoil erosion through the soil retention effect of tree roots;
6. To reduce energy consumption through the wind break and shade effects of trees;
7. To preserve and enhance nesting areas for birds and other wildlife which in turn assist in the control of insects;
8. To reduce stormwater runoff and the costs associated therewith and replenish ground water; and
9. To protect and increase property values.

These are the specifics within the Ordinance. The Zoning Board of Appeals needs to decide whether the applicant's request satisfied extreme hardship.

Commissioner Buzard explained there are a number of trees on the line. He asked if those are critical trees to remove and suggested a compromise of 23 percent to save those trees. Mr. Cook explained they had earlier versions of the plan which required additional variance space for the construction fences. Ms. Cook explained they have worked with their engineer to save and preserve as many trees as possible. The grading impacted the majority of the trees. Commissioner Buzard asked if they were saying that the Village required the applicants to extended the construction and take out trees rather than being willing to leave the trees there and possibly die to the construction? Mr. Cook indicated that was their understanding. Charlie Murphy is the builder working with the Cooks. Mr. Murphy stated the Village requires construction fences that have to be far enough from the house to allow for the construction. Placing the fence and disturbing the area where the fence is going counts as disturbing part of the woodlands. The backyard is not for a play space; rather, to have a rear yard to enjoy living in the home and having some space outside of the home. The woodlands combined with the wetlands makes this a difficult lot. There is not a lot of space around the house for the applicants to enjoy with their family. The average house he builds is 4,200 feet. The applicants were desirous of building a larger house. The lot was platted in 1958 and there is a reason there is not a house there because of the challenge of the lot. Mr. Murphy explained the Code allows for the possibility of a variation of an additional 5 percent.

Mr., Murphy stated the construction fence further takes away space that could be used. Director Witt explained the construction fence on the south side of the property was 2

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feet from the building, which makes it difficult to construct anything. It is not the construction fence, which separates the activities of building the home from the rest of the property, it is the trampling of the ground from workers, the over dig for excavations, grading to raise the house above the waterflow in the wetland area, etc. (which dictates the placement of the construction fence). The grade at the rear of the house drops 3-5 feet, so it is not just the construction fence, it is the activities and storage of materials. Commissioner Buzard said that the 20 percent becomes defeated if you have to add a big gap around the outline of what we call the 20 percent. Director Witt indicated the house needs to be sized to accommodate the 20 percent and determine what can be done within the confines of the 20 percent. You do not start with the size of the house and then say you need more than 20 percent. Any change to the ground, including grading, top fill, seeding, etc. is considered development. Development is required to be contained within the 20 percent. It is not trying to be restrictive on how much room is left over; rather, the construction fence helps contain the construction.

Commissioner Tuszinski asked when the fence is taken down, how much area would regenerate by itself. Mr. Zimmerman explained the woodlands is not just the trees, it includes the natural ground layer. The fence line defines what needs to be maintained (outside) and constructed (inside). Whatever is inside the construction fence will no longer be woodlands, therefore, regeneration is not applicable. Mr. Murphy asked about minimizing the tree impact. He asked if they could plant additional trees in another area in the woodlands. There is a conflict to enjoy the property. Commissioner Buzard asked if it would be possible for the applicant to replant in a similar location. Mr. Zimmerman explained the Woodland Ordinance has a mitigation section, but it is not for this scenario. He noted the mitigation would not be even because the native plants that exist are not available in the native plant nursery trade. Director Witt believes we are confusing the ability to mitigate by making other plantings. The Comprehensive Plan discusses the decline of the woodlands. As Mr. Zimmerman noted, the woodlands cannot be recreated. We are trying to maintain the amount of ground area that is still natural and has the ability to absorb water and control storm water. We are also looking at how much area is disturbed, not just the number of trees.

Howard Haringberg is a longtime Riverwoods resident, living at 975 Portwine. His daughter wants to move back to Riverwoods. This is a heavily wooded lot with hundreds of trees. This will be a gorgeous, heavily wooded lot with protected woodlands when the house is built. This will be a small house surrounded by a heavily wooded lot. They are not requesting a play area; rather, a yard. It is a hardship to have a house without a yard. The 5 percent gives the ability to have more than just a driveway and house. This lot is different than other lots due to the woodlands and wetlands. This is a difficult lot to build on. The woodlands and the wetlands create the strange hardship that is on this lot. The past two owners over the past two years have passed on the lot. The Cooks have tried to have the least impact on the woodlands and are determined to build. This parcel has a lot of difficulties and you will not find anyone else to build on this property. They thought about how to reduce the number of trees impacted.

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David Shimberg asked if the Board has historically provided an exemption in the Village. Chairperson Graditor has not heard of anyone asking for an exception to the 20 percent limitation. Mr. Shimberg questioned whether this would set a precedent for future property owners asking for the additional 5 percent. Mr. Zimmerman has been the Village Ecologist since 2015 and this is the first owner that has come in for the additional 5 percent. Mr. Shimberg explained the ecosystem is stressed. We cannot assume we will not impact the ecosystem outside the 20 or 25 percent. The other piece of the puzzle is the construction fence area – is there a commitment that can be made in the buffer that would have some eco-friendly support. If the fence is only there for six months, could we take the risk to try to maintain the trees or have them replaced at the end of construction. It is a shame that the fencing is causing the demand for additional space. Mr. Zimmerman explained on the south side of the house, the fence needs to be far enough from the house (10' away) for equipment to get into the house so they do not impact the wetland and cause a violation. If the fence was 2' from the home, the equipment would have to go into the woodlands to get to the home. Commissioner Buzard explained they are building a home on a 1,600 square foot footprint. He does not know how a house would be built there and struggles as the Board's hands are tied. He would like to accommodate the request with the latitude we have. Chairperson Graditor explained 10' around the house will be destroyed by compacting and storing materials. The construction fence at 10' from the foundation and within that area the land will be destroyed. They are asking for 15' rather than 10 feet to be demolished. Director Witt explained the construction fence is within the perimeter. The grading that occurs has to be within the impact area of the woodlands, which would be 10' from the baseline of the house. Chairperson Graditor explained the 10' area is within the 25 percent the applicant is requesting.

Julie Vivaro asked Mr. Zimmerman if the new grading of the house will impact the ecology of the area. Mr. Zimmerman does not believe it will be impacted. Ms. Vivaro is concerned about the water and runoff, as the trees in her area have now perished. Mr. Zimmerman explained the draining will go to the swamp white oaks, which can tolerate the water.

Commissioner Buzard asked how the additional 5 percent would impact their home. Mr. Cook explained they adjusted to account for the spacing and have impacted their house and would have to build a much smaller house which would have about a 1,200 square foot first floor instead of 1,600 square feet. Chairperson Graditor explained the Zoning Board of Appeals needs to make a decision based upon hardship and impacting the Woodland Ordinance. She questioned whether to add an additional 5% knowing the Woodland Ordinance is specific on presenting a significant hardship.

Chairperson Graditor asked if the 1,600 square foot footprint included the size of the attached garage, as this is also considered in the overall footprint of the house. The response was no, with the garage the footprint is 2,200 square feet. This seriously increases the overall footprint of the house.

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Commissioner Buzard explained the 5% rule is for peculiar characteristics. The Zoning Board of Appeals should discuss the peculiar characteristics of 100% woodlands and wetlands. He asked if a house could be developed without some leniency. Even though a smaller house could be built, there is still the fencing issue. Chairperson Graditor explained it is up the Zoning Board of Appeals to decide whether there is a hardship or to enforce the ordinance.

Commissioner Buzard moved to approve the request based on peculiar characteristics, they have indicated a practical difficulty as distinguished from a mere inconvenience. Commissioner Hirsch second the motion. The motion passed by the following vote:

AYES: Buzard, Hirsch, Tuszynski (3)

NAYS: Graditor (1)

The Village Board will get a report from Chairperson Graditor on the concerns.

3. Old Business

There was no Old Business.

4. Staff Report

Director Witt reported there is one case in the pipeline 1865 Saunders Road with the garage in front of the house. They will come to the ZBA and are looking for a variation on the setback. The lot is 100' wide and after taking 40' on each side, there is not room for a garage. The house is in the floodway and flood plain. The front of the house is their only option. Still working with the sign company on the building on Colonial Court.

5. Comments by the Chairperson

Chairperson Graditor believes this case is interesting because the ZBA is acting as the Sign Board. The ZBA's decision will be final.

6. Adjournment

There being no further business or discussion, Commissioner Tuszynski moved to adjourn the meeting. Commissioner Buzard seconded the motion. The motion passed unanimously on a voice vote.

The meeting was adjourned at 8:43 pm. The next meeting will be held on June 13, 2024 at 7:30 pm.

Respectfully submitted,

Jeri Cotton



Legal Supplement To ZBA Report

To: President and Board of Trustees

CC: Director of Community Services

From: Bruce Huvad, Village Attorney

Date: June 13, 2024

Case: Request for Variation of Protected Woodland Removal Percentage at 2750 Forest Glen Trail

The Zoning Board of Appeals in this case transmitted its report recommending approval of the variation. This memo does not challenge or support the findings in the report but rather provides a review of legal standards and historical context. The analysis is offered because the requested variation from the Tree and Woodland Protection Ordinance is the first of its kind and raises novel issues.

The first ordinance governing protection of woodlands was Ordinance No. 05-2-2, adopted February 1, 2005, which remained in effect until the Tree and Woodland Protection Ordinance, which became effective on March 6, 2018.

The first ordinance allowed up to 30% of protected woodland on a lot to be removed but a higher percentage for a never before developed lot of up to 40%.

In the presentations, hearings and discussions that led to the adoption of the Tree and Woodland Protection Ordinance, the Board determined that the 30% removal allowance was too high to achieve the goal of preserving woodlands; in the revised ordinance, the removal of protected woodland was limited to 20% of the existing woodlands in place as documented by the 2017 aerial study.

Before adopting the revised ordinance, various alternatives were discussed, but ultimately the Tree and Woodland Protection Ordinance, as adopted, does not

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have a different standard for lots never before developed or a gradient based on lot size. The complexity of administering multiple regimes for different lots and conditions was deemed unwieldy.

The final ordinance instead included a universal limitation of 20% but specified that a variation of up to 5% over the 20% allowance can be granted (see 9-6-10-D).

In rejecting other alternatives, the Board understood that the 20% limitation would allow properties that had already removed woodlands (prior to any regulation) to remove up to 20% more. But the Board reasoned that if the goal is to save 80% of remaining woodlands, it would be necessary to draw a line. To overcome this disparity, the revised ordinance included the variation section.

The variance request now before the Board is to be processed under chapter 11 of the Zoning Ordinance. Chapter 11 lists the standards for granting a variation.

One initial matter to dispose of: Chapter 11 states that the jurisdiction of the ZBA and Board are limited to granting variations to (a) the yard and setback requirements and (b) single family use for a lot that is nonconforming in area.

However, under the Tree and Woodland Protection Ordinance,

An owner shall be allowed to apply for a variation under chapter 11 of this title to remove up to five percent (5%) of protected woodland above the amount of protected woodland that could otherwise be removed on such owner's parcel under this chapter, because of special or peculiar characteristics of the owner's parcel that make compliance with this chapter difficult or impossible.

Also, the Tree and Woodland Protection Ordinance contained section 9-6-15:

Where a conflict results between the regulations of this chapter and the provisions of the zoning districts in which any lot is located, the regulations of this chapter shall control.

Based on these provisions alone, the Tree and Woodland Protection Ordinance does confer authority on the Board to grant a woodland variation.

Moreover, judicial decisions in Illinois have clarified that a home rule community is not strictly bound by its ordinances and procedures on a zoning matter.

The Board should act in good faith with respect to the Chapter 11 standards (i.e., not arbitrarily and capriciously) but Illinois courts have held that the existence of home rule powers means that the zoning decisions of the Board are not invalidated simply because the Board deviates from the standards in the Village Code. The Board's decision in relation to granting a variation is a legislative judgment:

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accordingly, judicial review will defer to the decision unless it is arbitrary and capricious or unrelated to the public health, safety and morals.

Now turning to the variation language in the Tree and Woodland Protection Ordinance, it states that the owner can apply when there are "special or peculiar characteristics of the owner's parcel that make compliance with this chapter difficult or impossible".

This language does not state that this standard is the sole criteria – it is rather an eligibility factor, but remaining standards in Chapter 11 are applicable.

The general standards in Chapter 11 are:

1. The property owner would suffer a demonstrable particular hardship or practical difficulty as distinguished from a mere inconvenience if the strict letter of the regulations of this title were carried out.
2. The requested variation is in harmony with the general purpose and intent of this title.

The additional required fact findings are:

- a. The requested variation will not be materially detrimental to the use, enjoyment or property values of adjoining or nearby properties;
- b. The requested variation will not be materially detrimental to the public welfare, including the ecology of the Village, which is to be protected pursuant to the Village's Comprehensive Plan, the Riverwoods tree and woodland protection ordinance;
- c. The plight of the property owner is due to conditions peculiar to the property arising from its particular physical surroundings, shape, woodlands, tree coverage, wetlands or other topographical conditions;
- d. In the absence of the variation, the owner's removal or overcoming of the conditions peculiar to the property which impose the particular hardship or practical difficulty, if such action were possible, would be detrimental to promoting the goals set forth in the Village's Comprehensive Plan and the purposes of the Riverwoods tree and woodland protection ordinance;
- e. The conditions upon which the specific petition for variation is based would not be applicable generally to other property within the same zoning district;
- f. The alleged difficulty or hardship has not been created by any person presently having an interest in the property; and

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g. The requested variation is limited to the minimum change necessary to alleviate the particular hardship or practical difficulty which affects the property.

There are several issues that have been examined by courts over the years. One concerns the question of whether buying a lot with a known condition means that the owner is not eligible for relief from a hardship.

The case of *Lapp v. Village of Winnetka*, decided July 29, 2005, considered the decision of the Winnetka Historical Society to buy a house in a single family area and then to expand and attach the garage so that it could store historical records. There was insufficient storage area without the garage expansion, and the shallow rear yard of the lot made it impossible to expand the garage without a setback variance.

The court rejected an argument that since the house was purchased with knowledge of the size limitation of the garage, there could be no hardship. This factor did not preclude a finding of hardship.

The court relied on established case law that holds that while prior knowledge is a factor that can weigh against the applicant, nevertheless, if the harm to the applicant is great and there is little or no corresponding gain to the public in enforcing the literal restriction, then the applicant may obtain relief:

Those who purchase property with knowledge of existing zoning restrictions occupy an unfavorable position in challenging the validity of these limitations; however, a property owner may prevail where, as in the instant case, there is no gain to the public as compared with the economic detriment that will be sustained if the restriction were to apply (*La Salle National Bank v. City of Evanston* (1962), 24 Ill. 2d 59, 64, 179 N.E.2d 673). This is especially true when there is no evidence that the values of the surrounding properties will be affected by the proposed use. *Myers v. City of Elmhurst* (1958), 12 Ill. 2d 537, 546-47, 147 N.E.2d 300."

In the *LaSalle National Bank V. City of Evanston case*, the court observed that, regardless of the prior knowledge of the applicant, "From the exhibits and other evidence it appears that the access problems are inherent in the shape and location of the parcel itself."

Hardships are meant to apply to the nature of the parcel itself, not the applicant.

The required findings listed in our code contain policy choices that do not always point to the same outcome.

The findings ask that the Board should consider the plight of the owner, "due to conditions peculiar to the property arising from its particular physical surroundings, shape, woodlands, tree coverage, wetlands or other topographical conditions" while

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also finding that: "The requested variation will not be materially detrimental to the public welfare, including the ecology of the Village, which is to be protected pursuant to the Village's Comprehensive Plan, the Riverwoods tree and woodland protection ordinance."

Another finding is that "the conditions upon which the specific petition for variation is based would not be applicable generally to other property within the same zoning district".

It is one thing for the presence of wetlands to weigh in favor of a side yard variation – when building to the other side is not feasible. It is perhaps another thing to look at the presence of wetlands in the woodland areas many of which (e.g., flatwoods) contain low areas and conclude that, when wetlands are present, a greater proportion of woodlands may be removed by variation.

A legal analysis then only goes so far. Making findings about the standards will involve legislative judgment, and there are rationales that potentially support different outcomes.

In each case, the reasoned decision of the Board concerning hardship is not constrained by any one standard to the exclusion of others.

Finally, procedurally, the Board of Trustees may adopt any proposed variation or may refer it back to the Board of Appeals for further consideration (Section 9-11-3-B-2).

ORDINANCE NO. 24-06-__

AN ORDINANCE GRANTING A VARIATION UNDER THE RIVERWOODS ZONING ORDINANCE FOR 2750 FOREST GLEN TRAIL

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

WHEREAS, Laura Cook and Perry Alexander Cook (“Petitioners”) are the owners of an unimproved parcel which is commonly known as 2750 Forest Glen Trail, Riverwoods, Illinois, and legally described as follows:

LOT 11 IN HIAWATHA WOODS BEING A SUBDIVISION OF PART OF THE SOUTH EAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 4, 1926, IN BOOK “P” OF PLATS, PAGE 32, AS DOCUMENT 278182, IN LAKE COUNTY, ILLINOIS.

(the “Subject Property”); and

WHEREAS, upon the application of Petitioners, the Zoning Board of Appeals of the Village (“Zoning Board of Appeals”) considered their request for a variation that the applicable percentage of protected woodland on the Subject Property that can be removed under section 9-6-10-A of the Riverwoods Zoning Ordinance be increased from twenty percent (20%) to twenty-five percent (25%); and

WHEREAS, the Zoning Board of Appeals held a public hearing on May 9, 2024, to consider said petition, said hearing being held pursuant to public notice duly given and published as required by statute and conforming in all respects, in both manner and form, with the Riverwoods Zoning Ordinance; and

WHEREAS, the Zoning Board of Appeals filed its report with the President and Board of Trustees of the Village containing its written findings that Petitioners had met their burden of establishing the facts required by the Riverwoods Zoning Ordinance as a prerequisite to the granting of a variation and showing that the application met the standards set out in the Riverwoods Zoning Ordinance for the granting of the requested variation and recommending that the Village President and Board of Trustees of the Village adopt an ordinance granting the requested variation.

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

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

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SECTION TWO: The findings of fact and recommendations of the Zoning Board of Appeals are concurred in and adopted as the findings of the President and Board of Trustees.

SECTION THREE: A variation from the strict provisions of section 9-6-10-A of the Riverwoods Zoning Ordinance is hereby granted with respect to the Subject Property, in connection with the construction, use and occupancy of a new single family residence as described in the report of the Zoning Board of Appeals, to increase the applicable percentage of protected woodland that can be removed from the Subject Property from twenty percent (20%) to twenty-five percent (25%) (the "Variation").

SECTION FOUR: The Variation is granted subject to the following conditions:

A. The area of protected woodland to be removed must not deviate from the Tree Protection Plan, prepared by Greengard, Inc., last revised on April 16, 2024 as drawing 69173, which was made a part of the record by the Zoning Board of Appeals. If this condition is violated, the Village shall have the right to seek injunctive relief to enforce the terms and conditions of this Ordinance and, at its option, may revoke the Variation. Prior to the start of any construction-related activity on the Subject Property, including but not limited to tree removal, the perimeter area construction fencing shall be installed and a survey shall be submitted to the Village by the property owner to verify the designated area for tree removal will not exceed twenty-five percent (25%).

B. If the root zones of certain protected trees are within the designated area for tree removal while the trunks of such trees fall within the protected area (per the Tree Protection Plan), then any damage to the root zones of such trees shall require mitigation under the Tree and Woodland Protection Ordinance of the Village, notwithstanding the fact that the root zones of such trees are within the tree removal area.

C. The woodland delineation parcel map for the Subject Property shall be notated to indicate that no amount of remaining protected woodland on the Subject Property will be eligible for removal in the future, given that the entire allowance for such removal has been used up with the Variation herein granted.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its adoption, approval and publication, as provided by law.

PASSED & APPROVED this 18th day of June 2024, pursuant to a roll call vote as follows:

AYES:
NAYS:

Village President

Attest:

Village Clerk