

VILLAGE OF RICHMOND
5600 HUNTER DRIVE
REGULAR BOARD MEETING NOTICE
JANUARY 18, 2024
AGENDA
7:00 PM

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ANNOUNCEMENTS/REQUESTS:
5. PUBLIC COMMENTS
6. UNFINISHED BUSINESS:
7. CONSENT AGENDA:
 - a. Motion to approve the Regular Board Minutes for December 21, 2023
 - b. Motion to authorization to Expend Funds for Warrant Fiscal Year 24/25.09 in the amount not to exceed \$250,000.00
 - c. Motion to approve a Resolution regarding approval and release of closed session minutes
 - d. Motion to approve and authorization to execute the 2024 Park Facilities Usage Permit Agreement Between the Village of Richmond and the Richmond Burton Baseball Association
 - e. Motion to approve a Request by Wicked Woods and Goods to Close off W. Broadway St. from Rte. 12 to the beginning of Parking Lot on Saturday, August 24, 2024 from 9 am to 6 pm
 - f. Motion to approve An Ordinance Amending Section 2.15(c) of Chapter 2 of the Village's Municipal Code Regulating Remote Attendance at Public Meetings
8. NEW BUSINESS:
 - a. Motion to approve the Baxter & Woodman Engr. Work Order No. 13(a) or 13(b) regarding the 150,000 and 300,000-gallon Water Storage Tanks Repainting
 - b. Motion to approve the Intergovernmental Agreement between the Village of Richmond and McHenry County for a Social Worker Fiscal Year 2024 through 2027
9. COMMITTEE/DEPARTMENT REPORTS:
 - a. Community Development
 - b. Administration/Police
 - c. Public Works/Engineering
 - d. Village Clerk
10. PRESIDENT'S COMMENTS
11. TRUSTEE COMMENTS
12. CLOSED SESSION: Litigation (5 ILCS 120/2(c)(11)), Personnel (5 ILCS 120/2(c)(1)), Acquisition of Property (5 ILCS 120/2(c)(5)), Real Estate: Setting Price for Sale/Lease of Municipal Property (5 ILCS 120/2(c)(6)), Semi-Annual Review of closed minutes (5 ILCS 120/2(c)(21))
13. ACTION RESULTING FROM CLOSED SESSION
14. ADJOURNMENT

POSTED: January 15, 2024

Village of Richmond

INCORPORATED 1872

A RESOLUTION REGARDING APPROVAL & RELEASE OF CLOSED SESSION MINUTES R2024-01

WHEREAS, pursuant to 5 ILCS 120/2 (c) (21), the Village of Richmond has reviewed its Closed Session Minutes; and

WHEREAS, the Village of Richmond has determined which Minutes should remain confidential and which Minutes may be released, as there is no longer a need for confidentiality.

THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RICHMOND, MCHENRY COUNTY, ILLINOIS, that:

SECTION ONE: The Closed Session Minutes for the following meetings are hereby approved:

December 15, 2022

June 15, 2023

October 5, 2023

SECTION TWO: The Closed Session Minutes to the following meetings no longer require confidential treatment and are to be made available for public inspection:

June 15, 2023

October 5, 2023

SECTION THREE: The aforementioned meetings were audio recorded. At the time those recordings fall within the permissible timeframe of the Statute for destruction, they are hereby approved to and shall be destroyed.

Adopted by vote of the Village of Richmond, Board of Trustees, on this 18th day of January, 2024.

Toni Wardanian, Village President

ATTEST:

Karla L. Thomas, Village Clerk

PARK FACILITIES USAGE PERMIT AGREEMENT
BETWEEN THE VILLAGE OF RICHMOND
AND THE RICHMOND BURTON BASEBALL ASSOCIATION

This Park Facilities Usage Permit Agreement ("Agreement") entered into this ____ day of _____, 2024 by and between the Village of Richmond ("Village") and the Richmond Burton Baseball Association ("RBBA"), a not-for-profit association as follows:

WHEREAS, the Village owns and maintains Bennett Park and Cotting Park which have been developed with certain baseball fields which have been used by members of the RBBA in the past.

WHEREAS, the parties desire to set forth their respective obligations for the continued use of Bennett Park and Cotting Park by the RBBA.

NOW THEREFORE, in consideration of the promises and conditions set for the herein, the adequacy and sufficiency of which is acknowledged as received by both parties hereto, it is agreed as follows:

1. The above-stated recitals are incorporated herein by reference.
2. The Village hereby permits the RBBA to use the Bennett Park and Cotting Park baseball fields ("Facilities") solely for baseball related activities only in accordance with the terms of this Agreement and on dates scheduled on the attached agreement. Amendments can be made through the Village Clerk.
3. The Village reserves the right to set the opening dates for the Facilities each spring depending on the condition of the Facilities and to close the Facilities at any time due to inclement weather or adverse Facility conditions.
4. The Village shall not refund any payments made by RBBA due to weather.
- 3.5. The Village shall not accept any dates for the use of Bennett or Cotting Park after October 15th of each agreement.
- 4.6. The RBBA shall not assign its rights hereunder or authorize the use of the Facilities by any other person or organization without prior approval of the Village.
- 5.7. The Village makes no warranty or representation regarding the condition of the Facilities, however, shall be responsible for the following at each of the Facilities:

Bennett Park: Turf management of the baseball field, to include: seeding, fertilizing, and mowing; the maintenance of the playground equipment; provide five (5) garbage cans, one (1) 86-yard dumpster, an ample supply of garbage bags and will dispose of trash; concession stand/bathrooms painting, electric and general

maintenance (excluding food service/storage). The men's and women's bathrooms will be cleaned and re-stocked by Village Monday through Friday. Additionally, the Village will provide all supplies needed for necessary cleaning and re-stocking. The Village will maintain light poles and supply and replace bulbs as needed, as well as, provide picnic tables. Backstops, bleachers, dugout maintenance and fencing will be the responsibility of the Village as well. The maintenance of the fields is dependent upon weather conditions and mechanical equipment and the Village shall not be responsible for any failures to groom or maintain fields due to events beyond its control.

Cotting Park: Turf management of the baseball field, to include: seeding, fertilizing, mowing; the maintenance of the playground equipment; provide three (3) garbage cans, one (1) 6-yard dumpster, an ample supply of garbage bags and will dispose of trash; concession stand/bathrooms painting, electric and general maintenance (excluding food service/storage). The men's and woman's bathrooms will be cleaned and re-stocked by the Village Monday through Friday. Additionally, the Village will provide all supplies needed for necessary cleaning and re-stocking. The Village will maintain light poles and supply and replace bulbs as needed, as well as, provide picnic tables. Backstops, bleachers, dugout maintenance and fencing will be the responsibility of the Village as well. The maintenance of the fields is dependent upon weather conditions and mechanical equipment and the Village shall not be responsible for any failures to groom or maintain fields due to events beyond its control.

6.8. The RBBA shall be responsible for the following at each of the Facilities:

Bennett Park/Cotting Park: Turf management of the baseball field, to include: aerating, rolling and dragging of the infield areas, as well as, dirt/sand are the responsibility of RBBA; RBBA shall maintain all advertising signs in good, clean and neat condition; no permanent signs will be permitted; maintain their scoreboard including electric and bulbs at Bennett Park. RBBA shall pick up trash following its use of the facilities, including the fields, and deposit it in marked garbage cans for pickup by the Village. If the garbage cans are more than half full, the RBBA shall deposit bags in the dumpster provided. In the event that the RBBA fails to remove trash and debris following the baseball activities, the Village may impose charges upon the RBBA for its actual cost of clean-up. RBBA shall maintain the concession, bathroom and storage areas in good, clean and neat operating condition. The RBBA shall wipe down counters, tables and microwave, sweep floors, mop up spills, turn off the lights and lock the doors of all facilities (concession, bathrooms and storage) after each of their events. RBBA will be responsible for the cleaning and re-stocking of bathrooms on Saturday and Sunday. RBBA shall provide spring and fall clean up.

7.9. The RBBA shall pay the Village the amount of ~~Eighteen~~Fifteen Dollars (\$~~185.00~~150.00) per season, per participant or player in RBBA activities, including traveling leagues, which use the Village of Richmond's fields for either games or practices. This amount shall be paid on or before May 1, 2024 for the spring baseball season and on or before September 15, 2024 for the fall baseball season. RBBA shall pay the Village a separate fee for all tournaments in the amount of \$150.00 per day when using the Facilities.

8.10. RBBA shall provide adequate adult supervision during its activities at the Facilities.

9.11. The RBBA hereby releases the Village, the Village President and Board of Trustees, all Village employees, agents and servants ("Releasees"), and indemnifies and holds harmless the Releasees from any and all claims of liability for any reason that the RBBA may now or in the future have related to this Agreement or use of the Facilities by the RBBA, its members, participants, guests and invitees.

10.12. The RBBA shall, at its sole cost and expense, at all times during the term of this Agreement, maintain a commercial general liability policy naming all of the Releasees as additional insureds in the amount of \$1,000,000.00 or such other amount as the Village may require. The insurance policy shall further provide that any notice of cancellation or termination shall be provided to the Village in writing at least sixty (60) days in advance. A certificate of insurance evidencing such coverage shall be provided to the Village prior the Village approval of this Agreement. All monies paid to the Village will be forfeited upon cancellation or termination of this Agreement.

11.13. This Agreement shall expire on December 31, 2024.

12.14. Nothing contained herein shall be construed as a lease of premises. This is merely an agreement regarding the use of certain premises and is intended to set forth the parties' obligations for the development and use of the baseball facilities.

13.15. Any notices required by this Agreement shall be mailed certified mail, return receipt requested, or hand-delivered or faxed as follows:

To the Village:

Karla L. Thomas, Village Clerk
Village of Richmond
5600 Hunter Drive
Richmond, Illinois 60071
(815)678-4040

To RBBA:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Notices shall be deemed received on the date of actual receipt if by certified mail or the following business day if sent by facsimile or hand-delivery.

~~14.16.~~ If any portion of this Agreement is deemed unenforceable, then it shall be severed and stricken from this Agreement and the remainder shall remain in full force and effect.

~~15.17.~~ This Agreement shall not be construed against any party by virtue of a party's attorney drafting all or part of this Agreement. It has been drafted for the benefit of both parties and been reviewed by their attorneys.

~~16.18.~~ This Agreement shall create no third-party beneficiaries as it is solely for the benefit of the parties hereto.

~~17.19.~~ The RBBA shall at all times comply with all guidelines and requirements of this Agreement, as may be amended or updated in writing from time to time.

~~18.20.~~ In the event either party deems that there has been a breach of this Agreement, the non-breaching party shall give the other party notice as provided herein to remedy said breach within seven (7) days. If the breaching party fails to remedy the breach, the non-breaching party may terminate the Agreement, with all improvements remaining the property of the Village, and also seek any appropriate remedy at law or in equity.

~~19.21.~~ Upon any termination of this Agreement, all improvements to the property shall remain the sole property of the Village.

Village of Richmond

Richmond Burton Baseball Association

By: _____
Toni Wardanian, Village President

By: _____
Mike Baird, President

Attest:

Attest:

Karla L Thomas, Village Clerk

Secretary



SPECIAL EVENT PERMIT APPLICATION PROCEDURES

These procedures and attached application must be completed for all special events on public property and approved by the Village Board. For events on any private property which are open to the public approval by Village staff is required. Private parties on private property do not need to complete this special event application form unless the party will have live or amplified music or sound. **Events on public property will require an insurance certificate naming the "Village of Richmond, its agents and Employees as additional insured" and include the date and location on it.**

This application must be submitted to the Village Clerk 60-days prior to the date of the event, along with a letter accompanying the application which should include:

- type of activity
- number and detailed description of attractions
- approximate attendance
- target audience
- information about the sponsoring agency or individual
- how funds will be collected and who the funds will benefit
- proposed setup and layout of event
- operating hours
- request for road closure, including date and hours
- if requested, "Schedule of Fees" waiver (see last page of application)

Applicants and/or their subcontractors shall obtain a business license, if required by the Municipal Code, at least 30-days prior to the event. Temporary Vendors-On Private Property are required to register for a temporary business permit at a cost of \$30.00 annually. Temporary Vendors-On Public Property are required to register for a temporary business permit at a cost of \$30.00 per day.

Unless otherwise directed by the Village Board, all special event related costs will be the responsibility of the applicant or requesting organization, waiver of any fees requires Board approval. The sponsor shall assume full responsibility for compliance with all conditions, fees, and charges and further agrees to pay any cost associated with damage to Village of Richmond property, lost barricades/signs, cleanup or any other additional Village expense caused by this event.

AFFIDAVIT OF APPLICANT

I certify that the information contained in the attached application is true and correct to the best of my knowledge and that I have read, understand and agree to abide by the conditions contained therein. I further agree to comply with all other requirements of the Village and any other applicable entity which may pertain to the use of the Event venue and the conduct of the event.

Business/Organization Name WICKED WOODS AND GOODS
Contract Name AMANDA BROCK
Title OWNER
Date 12-29-23
Signature [Signature]



SPECIAL EVENT PERMIT APPLICATION

Name of Event: FOREVER WICKED SUMMER MARKET
Date of Event: AUGUST 24, 2024
Time of Event: From 9:00 AM To 6:00 PM
Location of Event: BROADWAY
Description of Event: VENDOR MARKET

Open to the Public? YES Anticipated Number of Participants: 1500-2000 PEOPLE
Will admission be charged? NO
Sponsor of Event: WICKED WOODS & GOODS
Profit: ☒ Not-for-profit: _____ (If not-for-profit provide copy of 501(c)(3) IRS Certificate)
Name of responsible person(s): AMANDA BECK
Address: 6613 BROADWAY
Daytime Phone Number: _____ Evening Phone Number: _____

1. Are you requesting that any public streets be closed for this event? YES
If yes, identify the streets/blocks and indicate the times the closure is requested and submit a drawing showing specific location of proposed street closure being requested (i.e. from what intersection to what intersection):
CLOSE BROADWAY FROM MARKET STREET WEST TO ENTRANCE OF FIRST PARKING LOT
FROM 9 AM TO 6 PM

2. Are you requesting that alcohol be served or sold? NO If yes, State law requires that you obtain a Local and State Special Event Liquor License for not-for-profit organizations or a Local and State Special Use Liquor License for licensed businesses transferring inventory to an event. Forms and instructions are available for a Local License from the Village Clerk at (815) 678-4161 and the State Liquor Commission at www.illinois.gov/ilcc. Copy of State License to be provided to the Village Clerk once obtained.

3. Will there be food served at the event? YES If yes, food vendors must contact the McHenry County Department of Health at www.mcdh.info in advance of the event for the required permits and guidelines. The event organizer shall obtain copies of temporary food service licenses from food vendors prior to the event. Copy of permit to be provided to the Village Clerk once obtained.

4. Will portable restrooms be brought to the event site? UNDETERMINED If yes, please provide the location and name of the company: _____

5. Do you plan to display banners, yard signs etc. to promote your event? YES If yes, please contact the Village Clerk at (815) 678-4161 for information.

6. Are you requesting any other services from the Village of Richmond (i.e. barricades (if available), traffic control, trash containers)? If yes, please provide details YES BARRICADES, TRAFFIC CONTROL
Refer to "Schedule of Fees" for Village provided services, payment due at time of approval. Waiver of any fees must be done in writing and requires approval by the Village Board, please contact the Village Clerk at (815) 678-4161.

Effective January 1, 2019, Public Act 100-0671 requires the organizer of a public gathering conducted on property open to the public that requires a permit from a unit of government to post a notice that complies with the requirements of the Act in a conspicuous and accessible place on the premises in clear view of the public. Do you acknowledge the requirement applies to your event and that failure to post the required notice will be subject to enforcement by the Village? YES Please sign your name [Signature]

(For Internal Use ONLY) Permit approved: _____

**VILLAGE OF RICHMOND
SPECIAL EVENT PERMIT APPLICATION
SCHEDULE OF FEES**

Type of Services Provided	Fee
Traffic Control (Community Service Officer) CSO*	\$25 per hour
Traffic Control (Sworn Officer)*	\$50 per hour
Call Out of Public Works Staff (After Hours)	\$75 per hour

*Police Chief's discretion whether Traffic Control will be performed by CSO or Sworn Officer.

January 2nd, 2024

Public Event in Richmond - Letter Application

On Saturday, August 24th, 2024 Wicked Woods & Goods is planning to host a vendor market in downtown Richmond outside their storefront on Broadway St.

We're anticipating 22 retail vendors of items including but not limited to candles, apothecary, art, music, handmade goods, clothing and more. There will be an additional 2 food truck vendors.

Approximate attendance of this year's market is 1,500-2,000 people. Our target audience is the general public and it is free to enter.

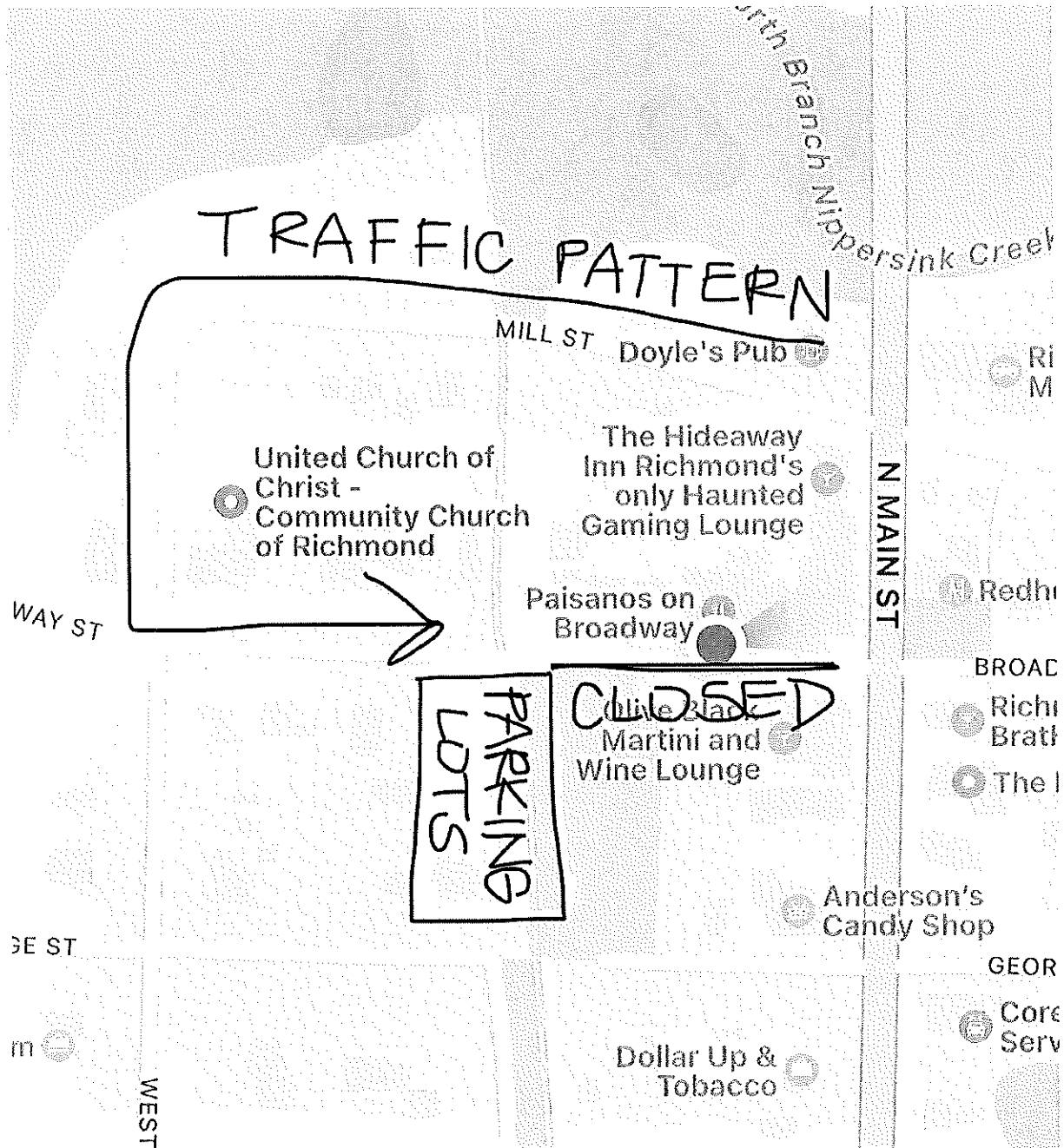
Each vendor is responsible for collecting their own sales. Individual vendors are benefiting from their sales.

See attached photo for proposed road closures, traffic pattern and barricade placement. We'd like to request traffic control only during market hours from 10AM-5PM.

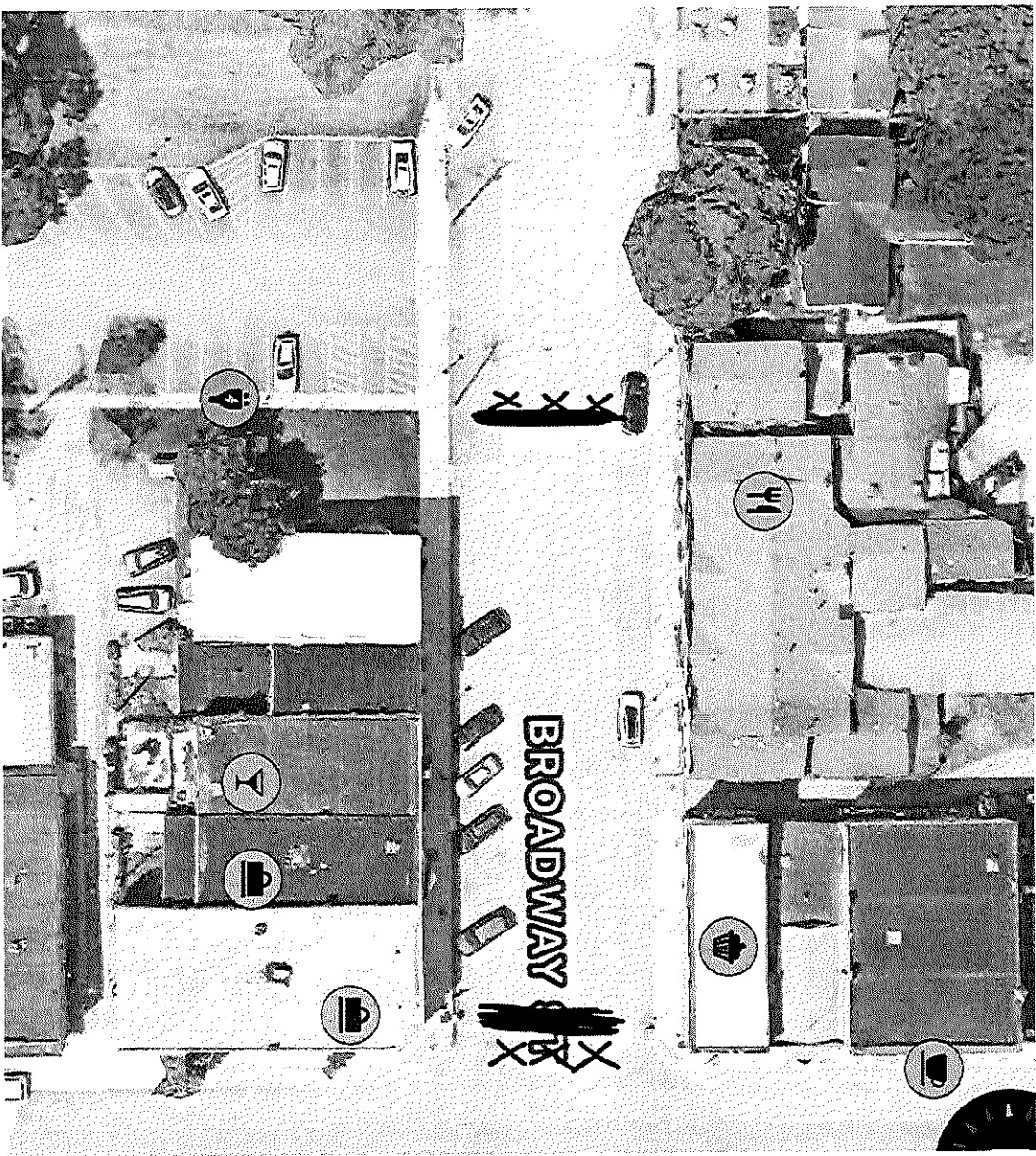
Market is open to the public from 10AM-5PM. Vendor set-up and clean-up will be for one hour prior and after the market closes. The road will need to be closed with barricades from 9AM-6PM. Wicked Woods & Goods will provide signage for traffic patterns.

Proposed Traffic Pattern:

'Market Parking' signs will be posted in front of Doyle's Pub, corner of Mill to take a left, and on the corner of Mill and Broadway leading to the Parking Lot. We're planning two barricades: one at the end of Broadway and Main and a second on Broadway before the parking lots.



Barricades Located:



ORDINANCE NO. 2024-_____

An Ordinance Amending Section 2.15(c) of Chapter 2 of the Village's Municipal Code Regulating Remote Attendance at Public Meetings

WHEREAS, the State of Illinois has amended the Illinois Open Meetings Act, at 5 ILCS 120/7 by Public Act 103-0311 to add "unexpected childcare obligations" as an additional basis for permitting attendance by members of public body by means other than physical presence; and

WHEREAS, the Village Board wishes to update the Village's Municipal Code to add this basis to its own code in order to facilitate remote participation by members of the Village's public bodies in the event they have unexpected childcare obligations.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Richmond, Illinois as follows:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: Chapter 2, Section 2.15(c), regarding Village Board member public meeting attendance by audio or video conferencing, of the Village's Code shall be amended as follows:

(c) Any member who wishes to be considered present at a meeting by audio or video conference may make such a request to the Corporate Authorities by notifying the Clerk eight hours prior to the meeting, unless advance notice is impractical, that the member cannot physically attend the meeting for one of the following reasons:

1. Personal illness or disability;
2. Employment purposes or Village business; or
3. A family or other emergency; or
4. Unexpected Childcare Obligations.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:

Voting Nay:

Absent:

Abstaining:

APPROVED:

Toni Wardanian, Village President

(SEAL)

ATTEST: _____
Karla L. Thomas, Village Clerk

Passed: _____

Approved: _____

Published: _____

VILLAGE OF RICHMOND, ILLINOIS
150,000 AND 300,000-GALLON WATER STORAGE TANKS REPAINTING

WORK ORDER NO. 13 (a)

Engineer's Project No. 230620.60/.61/.62

Project Description:

The Project consists of repainting interior and exterior metal surfaces of 150,000-gallon and 300,000-gallon single pedestal elevated water storage tanks (either one, or the other, or both) including surface preparation, collection and disposal of surface preparation debris, painting, and other miscellaneous items of work.

Engineering Services:

Provide construction engineering services for repainting of either a single 300,000-gallon elevated water storage tank only, or a single 150,000-gallon single pedestal elevated water storage tank only, or repainting of both a single 300,000-gallon elevated water storage tank and a single 150,000-gallon single pedestal elevated water storage tank. Detailed scope of services for this project are listed in separate Attachment A of this Work Order.

Compensation:


Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated September 19, 2019, and Attachment A to this Work Order. The Engineer's fees are based upon the Village's selection of either proposed Alternate 1, Alternate 2, or Alternate 3, and shall be based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel and sub-consultant fees, the totals of which will not exceed the Alternate costs listed below:

Alternate 1 - Construction engineering services for repainting 300,000-gallon elevated water storage tank.
Not to exceed \$55,995.

Alternate 2 - Construction engineering services for repainting 150,000-gallon elevated water storage tank.
Not to exceed \$51,795.

Alternate 3 - Construction engineering services for repainting 300,000-gallon and 150,000 elevated water storage tanks. Not to exceed \$99,965.

Submitted by: **Baxter & Woodman, Inc.**

By: 

Louis D. Haussmann, PE, PTOE, PTP

Title: Executive Vice President/COO

Date: December 18, 2023

Approved by: **Village of Richmond**

By: _____

Title: _____

Date: _____

Additional Comments and Conditions: None.

Project Description

Provide construction engineering services for repainting of either a single 300,000-gallon elevated water storage tank only, or a single 150,000-gallon single pedestal elevated water storage tank only, or repainting of both a single 300,000-gallon elevated water storage tank and a single 150,000-gallon single pedestal elevated water storage tank.

PROJECT SCHEDULES – BASIS FOR CONSTRUCTION ENGINEERING SERVICES

300,000 Gallon Tank (Alternate 1)

Project Initiation	March 4, 2024
Notice to Proceed	April 1, 2024
Substantial Completion Date	June 26, 2024
Completion Date	July 24, 2024

150,000 Gallon Tank (Alternate 2)

Project Initiation	July 1, 2024
Notice to Proceed	August 1, 2024
Substantial Completion Date	October 30, 2024
Completion Date	November 27, 2024

300,000 and 150,000 Gallon Tanks (Alternate 3)

Project Initiation	March 4, 2024
Notice to Proceed (Project)	April 1, 2024

Commence Work 300,000 Gallon Tank - April 1, 2024

Commence Work 150,000 Gallon Tank - August 1, 2024

Substantial Completion Dates

Substantially Complete Work 300,000 Gallon Tank - June 26, 2024

Substantially Complete Work 150,000 Gallon Tank - October 30, 2024

Completion Date (Project)	November 27, 2024
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SCOPE OF SERVICES

1. Act as the Owner's representative with duties, responsibilities, and limitations of authority as assigned in the construction contract documents.
2. PROJECT INITIATION
 - A. Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed.
 - B. Receive Contractor insurance documents.
 - C. Attend and prepare minutes for the preconstruction conference and review the Contractor's proposed construction schedule and list of subcontractors.
3. CONSTRUCTION ADMINISTRATION
 - A. Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e., hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing, or procedures of construction or extend to safety programs of precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
 - B. Review construction record drawings for completeness prior to submission to CADD.
 - C. Prepare up to one (1) construction contract change order and work directives when authorized by the Owner.
 - D. Review Contractor's requests for payments as construction work progresses and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents. See Attachments B, C, and D Alternate Plan/Hours for quantity of requests for payments.
 - E. Research and prepare written response by Engineer to request for information from the Owner and Contractor.
 - F. Project manager or other office staff visit site as needed.
 - G. Prepare loan disbursement documentation and submit to grant funding agency, as required.

4. FIELD OBSERVATION – PART TIME

- A. Engineer will provide a Resident Project Representative at the construction site on a periodic part-time basis from the Engineer' office of not more than eight (8) hours per regular weekday, not including legal holidays (See Attachments B, C, and D Alternate Plan/Hours for quantity of observation hours.) as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion.
- B. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If the Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- C. Part-Time Field Observation provides that the Resident Project Representative will make intermittent site visits to observe the progress and quality of Contractor's executed Work. Part-Time Field Observation does not guarantee the Engineer will observe or comment on work completed by the contractor at times the Resident Project Representative is not present on site. Such visits and observations by the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any.

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- D. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work.
5. CRITICAL PHASE PAINT AND WELD INSPECTION – See Attachments E and F
- A. Furnish a coatings inspector (Dixon Engineering, Inc.) to confirm that the tower steel surface is prepared, and coatings are applied in conformance with the project specifications.
- B. Furnish a weld inspector (Dixon Engineering, Inc.) to confirm that welding of steel plates is in conformance with the project specifications.
- C. Provide, through sub-consultant services an on-site representative on a periodic part-time basis of not more than eight (8) hours per regular weekday, as deemed necessary by the Engineers, to assist the Contractor with interpretation of the Specifications, to observe in general the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion.
- D. Individual Critical Phase Inspections provided for the Project Alternate selected by Village.
6. SUBSTANTIAL COMPLETION OF PROJECT
- A. Provide construction inspection services when notified by the Contractor that the Project Alternate selected by the Village is substantially complete. Prepare one (1) written punch list for Project Alternate 1 or 2, if selected by Village, or two (2) written punch lists for Project Alternate 3, if selected by Village, during the separate substantial completion inspections.
- B. Prepare one (1) Certificate of Substantial Completion for Project Alternate 1 or 2, if selected by Village, or two (2) Certificates lists for Project Alternate 3, if selected by Village.
7. COMPLETION OF PROJECT
- A. Provide construction inspection services when notified by the Contractor that the Project Alternate is complete. Prepare one (1) written punch list for Project Alternate 1 or 2, if selected by Village, or two (2) written punch lists for Project Alternate 3, if selected by Village, during the separate substantial completion inspections.
- B. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.

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- C. Review the Contractor's requests for one (1) final payment and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
 - D. Prepare one (1) complete set construction record drawings inclusive of both Project Alternatives, which show field measured dimensions of the completed work that the Engineers consider significant and provide the Owner with an electronic copy within ninety (90) days of the Project completion.
8. PROJECT CLOSEOUT
- A. Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

VILLAGE OF RICHMOND, ILLINOIS
150,000 AND 300,000-GALLON WATER STORAGE TANKS REPAINTING

WORK ORDER NO. 13 (b)

Engineer's Project No. 230620.62

Project Description:


The Project consists of repainting interior and exterior metal surfaces of both a 150,000-gallon and 300,000-gallon single pedestal elevated water storage tanks including surface preparation, collection and disposal of surface preparation debris, painting, and other miscellaneous items of work.

Engineering Services:

Provide construction engineering services for repainting of a single 300,000-gallon elevated water storage tank and a single 150,000-gallon single pedestal elevated water storage tank. Detailed scope of services for this project are listed in separate Attachment A of this Work Order.

Compensation:

Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated September 19, 2019, and Attachment A to this Work Order. The Engineer's fees are based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel and sub-consultant fees, the total of which will not exceed \$68,894.12.

Submitted by: Baxter & Woodman, Inc.	Approved by: Village of Richmond
By: 	By: _____
Title: Louis D. Haussmann, PE, PTOE, PTP	Title: _____
Title: Executive Vice President/COO	Title: _____
Date: <u>January 11, 2024</u>	Date: _____

Additional Comments and Conditions:

The Scope of Services, Hours, and Fee are based on providing Project Initiation, General Construction Administration, Reimbursements, Field Observation and Project Closeout for projects completed by two separate Contractors under the same Funding Agreement.

The 300,000-gallon tank rehabilitation will be completed by Jetco Ltd. and the 150,000-gallon tank rehabilitation will be completed by Dynamic Industrial Services, Inc.

Project Description

Provide construction engineering services for repainting of both a single 300,000-gallon elevated water storage tank and a single 150,000-gallon single pedestal elevated water storage tank.

PROJECT SCHEDULES – BASIS FOR CONSTRUCTION ENGINEERING SERVICES

300,000 and 150,000 Gallon Tanks

Project Initiation March 4, 2024

Notice to Proceed (Project) April 1, 2024

Commence Work 300,000 Gallon Tank - April 1, 2024

Commence Work 150,000 Gallon Tank - August 1, 2024

Substantial Completion Dates

Substantially Complete Work 300,000 Gallon Tank - June 26, 2024

Substantially Complete Work 150,000 Gallon Tank - October 30, 2024

Completion Date (Project) November 27, 2024

SCOPE OF SERVICES

1. Act as the Owner's representative with duties, responsibilities, and limitations of authority as assigned in the construction contract documents.
2. PROJECT INITIATION
 - A. Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed.
 - B. Receive Contractor insurance documents.
 - C. Attend and prepare minutes for the preconstruction conference and review the Contractors' proposed construction schedule and list of subcontractors.
3. CONSTRUCTION ADMINISTRATION
 - A. Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in

which provided, i.e., hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing, or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.

- B. Review construction record drawings for completeness prior to submission to CADD.
 - C. Prepare up to one (1) construction contract change order and work directives when authorized by the Owner.
 - D. Review Contractors' requests for payments as construction work progresses and advise the Owner of amounts due and payable to the Contractors in accordance with the terms of the construction contract documents.
 - E. Research and prepare written response by Engineer to request for information from the Owner and Contractors.
 - F. Project manager or other office staff visit site as needed.
 - G. Prepare loan disbursement documentation and submit to grant funding agency, as required.
4. FIELD OBSERVATION – PART TIME
- A. Engineer will provide a Resident Project Representative at the construction site on a periodic part-time basis from the Engineer's office of not more than eight (8) hours per regular weekday, not including legal holidays as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion.
 - B. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If the Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractors and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractors' work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractors' furnishing and

performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

- C. Part-Time Field Observation provides that the Resident Project Representative will make intermittent site visits to observe the progress and quality of Contractors' executed Work. Part-Time Field Observation does not guarantee the Engineer will observe or comment on work completed by the contractor at times the Resident Project Representative is not present on site. Such visits and observations by the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractors' Work in progress or to involve detailed inspections of Contractors' Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any.
 - D. Keep a daily record of the Contractors' work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work.
5. CRITICAL PHASE PAINT AND WELD INSPECTION – See Attachments
- A. Furnish a coatings inspector (Dixon Engineering, Inc.) to confirm that the tower steel surface is prepared, and coatings are applied in conformance with the project specifications.
 - B. Furnish a weld inspector (Dixon Engineering, Inc.) to confirm that welding of steel plates is in conformance with the project specifications.
 - C. Provide, through sub-consultant services an on-site representative on a periodic part-time basis of not more than eight (8) hours per regular weekday, as deemed necessary by the Engineer, to assist the Contractors with interpretation of the Specifications, to observe in general the Contractors' work is in conformity with the Final Design Documents, and to monitor the Contractors' progress as related to the Construction Contract date of completion.
 - D. Individual Critical Phase Inspections provided for the Project.

6. SUBSTANTIAL COMPLETION OF PROJECT

- A. Provide construction inspection services when notified by the Contractors that the Project is substantially complete. Prepare two (2) written punch lists for Project, during the substantial completion inspections.
- B. Prepare two (2) Certificates of Substantial Completion for Project.

7. COMPLETION OF PROJECT

- A. Provide construction inspection services when notified by the Contractors that the Project is complete. Prepare two (2) written punch lists for Project during the separate substantial completion inspections.
- B. Review the Contractors' written guarantees and issue Notices of Acceptability for the Project by the Owner.
- C. Review the Contractors' requests for one (1) final payment and advise the Owner of the amounts due and payable to the Contractors in accordance with the terms of the construction contract documents.
- D. Prepare one (1) complete set construction record drawings inclusive of both tanks, which show field measured dimensions of the completed work that the Engineer considers significant and provide the Owner with an electronic copy within ninety (90) days of the Project completion.

8. PROJECT CLOSEOUT

- A. Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

INTERGOVERNMENTAL AGREEMENT FOR POLICE SOCIAL WORKER PROGRAM

THIS AGREEMENT made and entered into this _____ day of _____, 2024, by and between the COUNTY OF MCHENRY, a body politic and corporate of the State of Illinois (hereinafter "COUNTY") and the Village of Richmond (hereinafter "Municipality").

WHEREAS, the MUNICIPALITY agrees to obtain the services of the COUNTY for purposes of providing twenty four (24) hour on call services, response to calls for service by a Police Social Worker (PSW), as well as consultation to and from the COUNTY and the MUNICIPALITY personnel;

WHEREAS, the COUNTY agrees to provide twenty-four (24) hour on-call services by a PSW for the MUNICIPALITY, response to calls for service by municipality as well as consultations with law enforcement officers to and from the COUNTY and the MUNICIPALITY personnel;

WHEREAS, the COUNTY and the MUNICIPALITY are authorized by the terms and provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et al., to enter into intergovernmental agreements, ventures, and undertakings to perform jointly and governmental purpose or undertaking either of them could do singularly.

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties agree as follows:

1.0 TERM OF AGREEMENT

This agreement shall be from May 1, 2024 through April 30, 2028 the date of the signature of the parties notwithstanding, unless terminated by any party, with or without cause, upon not less than sixty (60) days written notice as provided in paragraph 6.0 of this agreement.

2.0 DUTIES OF THE COUNTY

- A. The COUNTY shall provide on call services from a Police Social Worker, response to calls for service and consultation services to the MUNICIPALITY on a twenty-four (24) hour per day basis, 365 days per year excepting leap year, in which case leap year on call, response services and consultation services shall be provided on a twenty-four (24) hour per day basis 366 days per year.
- B. The County, through the Police Social Worker, will aid in education, training of officers in mental health response in times of crisis.
- C. The COUNTY, in its discretion, reserves the right to determine who will be employed by the COUNTY. The MUNICIPALITY retains no employment rights or liability for employment of PSW to the COUNTY.

3.0 DUTIES OF MUNICIPALITY

- A. The MUNICIPALITY agrees to provide a private workspace for the PSW assigned to them with the COUNTY's PSW Program and to pay for the cost associated with such space. The MUNICIPALITY further agrees to maintain the MUNICIPALITY's space and any equipment in a clean and proper working order.

4.0 COMPENSATION

- A. The MUNICIPALITY shall pay the COUNTY a fee of **\$3,125.00** for the first year, payable in one payment by or on the 15th of July, 2024. The annual fee for each of the remaining year in this Agreement shall be due on the 15th of July, annually;
 - 1) During this agreement date, the MUNICIPALITY agrees to pay the following for:
 - a. Second year: **\$3,750.00**
 - b. Third Year: **\$4,375.00**
 - c. Fourth Year: **\$5,000.00**
- B. There shall be an annual increase for additional years following this contract to be determined by the end of this agreement date. Any additional fees as well as the annual increase will be calculated by the COUNTY after consultation with the PSW advisory council and considering the following:
 - 1) The MUNICIPALITY's percentage of operating costs based on the MUNICIPALITY's previous year's call for services data.
 - 2) Operating costs are based on the cost to the COUNTY for the Police Social Workers and percentage of the LCPC Supervisor, Admin Assistant and Program Director's salary and benefits (IMRF, SSA, Medicare, Insurance, and miscellaneous costs such as training and vehicle).
 - 3) A call for service is defined as: A telephone or radio request received by the COUNTY or an officer-initiated activity requiring interaction between the officer and County PSW.
 - a. This does not include "calls" that are viewed as more self-initiated in nature, such as business checks, subdivision checks, and traffic stops.
 - 4) Population of MUNICIPALITY/ service area.
 - a. Any extraordinary increase in population, calls for service, or activity by the MUNICIPALITY or if the MUNICIPALITY police department consolidates with additional entities for police services, this contract shall be reopened for negotiation of fees.

5.0 INDEMNIFICATION

- A. The MUNICIPALITY agrees to defend itself in any actions or disputes brought against the MUNICIPALITY in connection with or as a result of this agreement and to hold harmless and indemnify the COUNTY and its officers and employees from any losses, claims, expenses, actions or judgments, including reasonable attorney's fees, as a result of the negligence or acts of the MUNICIPALITY and MUNICIPALITY police department. The COUNTY shall hold harmless and indemnify the MUNICIPALITY and its officers and employees from any losses, claims, expenses, actions or judgments, including reasonable attorney's fees, as a result of the negligence or acts of the COUNTY in the performance of their duties under paragraph 2.0 of this agreement.
- B. The MUNICIPALITY and the COUNTY shall maintain for the duration of this agreement, and any extensions thereof, at their own expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois, which generally require that the company(ies) be assigned a Best's Rating of "A" or higher with a Best's financial size category of class XIV or higher, or by membership in a governmental self-insurance pool, in at least the following types and amounts:
 - 1) Commercial General Liability in a broad form, to include but not limited to coverage for the following where exposure exists: bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed operations, Personal Injury and Contractual Liability; limits of liability not less than \$500,000 per occurrence and \$1,000,000 in the aggregate;
 - 2) Business Auto Liability, to include but not limited to, bodily Injury and Property Damage, including owned vehicles, hired and non-owned vehicles and employee non-ownership; limits of liability shall not be less than \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability; and
 - 3) Workers Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must include Employer's Liability with minimum limits of \$100,000 for each incident.
- C. In reference to the insurance coverage maintained by the MUNICIPALITY and the COUNTY, such policies shall not be canceled, limited in scope, or non-renewed until after thirty (30) days written notice has been given to the other party. Certificates of Insurance evidencing the above-required insurance shall be supplied to the other party with ten (10) days of approval of this agreement.

- D. The MUNICIPALITY shall name the COUNTY as additional insured on all liability policies, which shall be pursuant to an additional insured endorsement in a form acceptable to the COUNTY. The MUNICIPALITY acknowledges that any insurance maintained by the COUNTY shall apply in excess of and not contribute to, insurance provided under the MUNICIPALITY's policy.
- E. The COUNTY shall name the MUNICIPALITY as an additional insured on all liability policies, which shall be pursuant to an additional insured endorsement in a form acceptable to the MUNICIPALITY. The COUNTY acknowledges that any insurance maintained by the MUNICIPALITY shall apply in excess of, and not contribute to, insurance provided under the COUNTY's policy.

6.0 TERMINATION

- A. Either party may, with or without cause, terminate this agreement upon not less than sixty (60) days written notice delivered by mail or in person to the other parties.
- B. The MUNICIPALITY shall be responsible for payment to the COUNTY for actual costs incurred through the proposed termination date. Said costs shall be calculated on a daily, pro-rated basis, based upon the contractual amounts cited above in paragraph 4.0 of this agreement. The COUNTY shall be responsible for the billing of said costs.
- C. The parties agree that they shall remain liable in accordance with paragraph 5.0 for all lawsuits filed for acts or omissions or any negligent, willful or wanton acts or omissions which occurred while a party to this Agreement.

7.0 NO ASSIGNMENT

Neither party shall assign this agreement without the prior written approval of the other party.

8.0 NO SUBCONTRACTORS

Neither party shall enter into subcontracts for any services provided for in this Agreement.

9.0 GOVERNING LAW

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the parties hereby consent to the personal jurisdiction thereof.

10.0 NO DISCRIMINATION

No person shall be illegally excluded from employment rights in, participation in, or be denied the benefits of, the program which is the subject of this agreement on the basis of race, religion, color, sex, age, disability, sexual orientation, or national origin.

11.0 SEVERABILITY

The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having force and effect of law, such decision shall not affect the remaining portions of this agreement.

12.0 NO AGENCY

The parties agree that nothing contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or constituting the MUNICIPALITY (including its officers, employees and agents) as agents, representatives, or employees of the COUNTY for any purpose, or in any manner, whatsoever. Similarly, nothing contained herein is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or constituting the COUNTY (including its officers, employees and agents) as agent, representatives of the MUNICIPALITY, for any purpose, or in any manner, whatsoever.

13.0 NOTICES

- A. The MUNICIPALITY agrees to promptly notify the COUNTY in writing of:
 - 1) Any decision to terminate this agreement,
 - 2) The receipt of notice of any claim or lawsuit involving the services provided under this agreement, and
 - 3) The receipt of any written or verbal requests for inspection and/or copying of any documents relating in any manner whatsoever to the services provided by the COUNTY or the MUNICIPALITY under this agreement as well as the MUNICIPALITY or the MUNICIPALITY's police department's proposed response thereto.
- B. All notices permitted or required under this agreement shall be transmitted only by personal delivery or by first class, certified or registered United States Mail to the following persons at the addresses stated:

To the COUNTY: Peter Austin, County Administrator
County of McHenry
2200 N. Seminary Ave.
Woodstock, IL 60098

To the MUNICIPALITY: Toni Wardanian, Village President
Village of Richmond
5600 Hunter Drive
Richmond, IL 60071

14.0 ENTIRE AGREEMENT

- A. It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.
- B. Any alterations, amendments, deletions or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hand as written below:

VILLAGE OF RICHMOND

By: _____
Toni Wardanian, Village President
Village of Richmond

Date: _____

COUNTY OF MCHENRY

By: _____
Michael Buehler, Chairman
McHenry County Board

Date: _____

ATTEST:

Joe Tirio
McHenry County Clerk

Date: _____