

VILLAGE OF RICHMOND
5600 HUNTER DRIVE
REGULAR BOARD MEETING NOTICE
APRIL 4, 2024
AGENDA
7:00 PM

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ANNOUNCEMENTS/REQUESTS:
 - a. Village Curbside Brush Pick-up Begins, Monday, April 15th
5. PUBLIC COMMENTS
6. UNFINISHED BUSINESS:
7. CONSENT AGENDA:
 - a. Motion to approve the Regular Board Minutes for March 21, 2024
 - b. Motion to approve granting continued use of Village Hall by AA Group on Tuesday evenings from May 7, 2024 to April 30, 2025
 - c. Proclamation announcing the month of May 2024 "Hope For The Day's Proactive Mental Health Awareness"
 - d. Motion to ratify the execution of the Agreement for Mural Installation Between the Village of Richmond and Griff LLC of 5613 Broadway as part of the National Endowment of the Arts Grant
8. NEW BUSINESS:
 - a. Presentation by Ryan Peterson with Epstein regarding Bicycle/Pedestrian Plan
 - b. Motion to approve the FY2024 Police Squad Upfitting by Ultra Strobe in the amount not to exceed \$15,119.46 within budgeted figure
 - c. Final Review and Motion to approve the Village of Richmond Fiscal Year 2025 Budget
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)), Approval/Semi-Annual Review of Closed Minutes (5 ILCS 120/2(c)(21))
13. ACTION RESULTING FROM CLOSED SESSION
14. ADJOURNMENT

POSTED: March 28, 2024

Village of Richmond

**This letter is a request for the use of our Tuesday 6:30pm AA
meeting at the Village Hall. We are requesting the dates from
May 7, 2024 to April 30, 2025.**

**We all thank you very much for the use of your facility and being
able to help the community.**

Ceased Fighting Group

VILLAGE OF RICHMOND PROCLAMATION#2024-01

Hope For The Day's Proactive Mental Health Awareness Proclamation (P.M.H.A.P.)

WHEREAS; May being recognized as "Mental Health Awareness Month", the **Proactive Mental Health Awareness Proclamation** was created to raise the visibility of mental health education and resources in our community. We also want to help start the conversation, destigmatize it, and help connect people with the proper support services; and

WHEREAS; According to the American Foundation for Suicide Prevention (A.F.S.P.) there are 130 deaths by suicide per day. Out of the people surveyed 55% said they are embarrassed and don't know where to get help. However, 67% of individuals felt that educations can help in proactive prevention; and

WHEREAS; 2 in 3 people surveyed by the A.F.S.P. said that COVID has made them more empathic. It has also made half of the individuals more open to talking about their mental health. Overall, 81% of those surveyed said that now is the most critical time to have these conversations to make suicide prevention a priority.

WHEREAS; the Village of Richmond publicly places its full support behind those who work in the field of mental health, education, and law enforcement; and

WHEREAS; Global organizations like Hope For The Day and our local mental health partner NAMI of McHenry County serve on the front lines of a war that is still surrounded by stigma; and

WHEREAS; We encourage all residents to take the time to understand mental health through education and recognize that we need to take care of ourselves while we take care of each other.

NOW, THEREFORE, be it resolved that I, Toni Wardanian, Village President do hereby proclaim the month of May 2024 as Proactive Mental Health Awareness Month in the Village of Richmond, McHenry County, Illinois.

DATED this 4th day of April, 2024.

Toni Wardanian, Village President

ATTEST:

Karla L. Thomas, Village Clerk



5600 HUNTER DRIVE • RICHMOND, IL 60071

Agreement for Mural Installation

This Agreement for Mural Installation (the "Agreement") is made effective as of the 21st day of March, 2024, by and among the VILLAGE OF RICHMOND (hereinafter the "Village"), of 5600 Hunter Drive, Richmond, IL 60071, and GRIFF LLC, of 5613 Broadway Rd, Richmond, IL 60071, (hereinafter "Owner" and collectively with the Village, the "Parties" and each, a "Party").

Whereas, the Village intends to contract with an artist or artists (the "Mural Artist") to place, install, display, exhibit, maintain and repair, a painted mural(s) on panels (the "Mural") to be displayed in the Village; and

Whereas, the Parties desire to locate a Mural on Owner's property within the Village pursuant to the terms of this Agreement.

Now, therefore, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals:** The above recitals are an integral part of this Agreement and incorporated herein.
2. **Use of Property:** Owner agrees the Village may place and install the Mural on the exterior wall of the building located on Owner's property at 5613 Broadway Road, Richmond, Illinois 60071 (the "Installation Property") pursuant to the terms of this Agreement.
3. **Term:** This Agreement shall begin on May 1, 2024 and terminate on June 30, 2025 (the "Initial Term"). Thereafter, this Agreement shall automatically renew annually from May 1st to June 30th (each referred to as a "Renewal Term" and the Initial Term and any Renewal Terms shall collectively be the "Term") unless Owner provides written notice to the Village of its intent not to renew sixty (60) days prior to the expiration of any Renewal Term or unless terminated earlier pursuant to Section 10.
4. **Content of Mural:** The Village agrees the design and content of the Mural shall not contain any nudity, sex, horror, profanity, racial slurs, drug use, racism, obscenity, or references to political candidates or parties as determined by the Village. The Village agrees that Owner shall have the right to participate in the review of artist submissions to the Village and an opportunity to provide input in the selection of the Mural Artist.
5. **Installation Dates:** Installation of the Mural by the Village or its agents on the Installation Property shall be limited to the periods of 5/1/24 – 11/30/24. Installation of the Mural shall be completed in the same calendar year that it begins.
6. **Cost of Mural and Installation:** The Village shall be responsible, at its sole cost and expense, for the Mural, including, but not limited to, commissioning a Mural Artist, materials, equipment, and installation. The Village agrees to indemnify, defend, and hold harmless the Owner from and against any and all liability relating to the engagement of the Mural Artist and for claims of

any nature seeking payment or compensation asserted by the Mural Artist, or by Mural Artist's or the Village's employees, agents or subcontractors.

7. Ownership:

- a. The Parties hereto agree that at all times, the Village shall be the owner of the Mural and have all ownership rights.
- b. The Mural will be the property of the Village.
- c. The Village shall enter into such agreements with the Mural Artist to reflect the Village's ownership rights in the Mural.

8. Maintenance, Repair, and Modification: Normal wear and tear or deterioration of the Mural is expected and is acknowledged by the Parties. The Village has sole responsibility, and in the Village's sole discretion, to maintain, remove, or repair the Mural if and when the Mural has deteriorated or been damaged or altered, either intentionally or unintentionally. The Owner hereby agrees that the Owner does not have a right to maintain, repair, alter, modify, or change the Mural.

- a. If Owner determines that the Mural requires any maintenance or restoration whatsoever, the Owner agrees to notify the Village as Owner's sole course of action.
- b. Upon such notification, the Village or its agents or employees, may repair, maintain, or remove the Mural in accordance with the terms of this Agreement.

9. Right of Entry: The Owner hereby authorizes Mural Artist and the Village to enter onto the Installation Property solely for the preparation, installation, maintenance, and removal purposes stated herein. The Village shall coordinate with Owner regarding the Village's or the Mural Artist's access to the Installation Property and in connection with the scheduling of the preparation, installation, maintenance, or removal of the Mural. The Village shall, and the Village shall require Mural Artist to, at all times conduct themselves so as not to interfere with the operation of the business on the Installation Property by the Owner or the use of the Installation Property by other users. Owner reserves the right to require the Village and the Mural Artist to suspend their activities on the Installation Property if, in the Owner's reasonable discretion, such suspension is necessary due to an emergency or other event on the Installation Property.

10. Termination and Mural Removal: This Agreement may be terminated as follows:

- a. During the Initial Term, this Agreement may be terminated without cause by either the Village or Owner by providing written notice to the other Party of no less than sixty (60) days prior to the commencement of the painting of the Mural.
- b. At any time during the Term, if either Party breaches any material term or condition stated herein or fails to perform or fulfill any material obligation required by this Agreement, the non-breaching Party may terminate this Agreement by giving written notice to the breaching Party at least thirty (30) calendar days before the effective date of termination stated in the notice. Any notice of termination provided pursuant to this section shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by the non-breaching Party.
- c. During any Renewal Term, the Village may terminate this Agreement for any reason or no reason upon thirty (30) days' written notice to the Owner.

Upon termination of the Agreement, the Village shall remove the Mural within sixty (60) days, weather dependent.

11. Insurance: Worker's Compensation and other general liability insurance coverage shall be maintained by the Village during the term of this Agreement. Owner shall carry its own liability

insurance. The Mural Artist must show proof of liability insurance prior to beginning installation of the Mural.

12. **Liability; Indemnification:** Each Party shall be responsible for its own negligent acts or omissions, and the negligent acts or omissions of its employees, officers, or directors to the extent permitted by law. The Village agrees to conduct its activities and have the Mural Artist conduct his/her/its activities on the Installation Property in a careful and safe manner. In addition, the Village shall indemnify, defend, and hold Owner, its employees, and agents harmless from and against any liability, loss, damage, cost and expense (including without limitation reasonable attorneys' fees) suffered as a result of any claim, demand, action or suit made or raised against Owner by reason of Mural Artist's or the Village's infringement of any trademark, copyright or any other intellectual property right of any third party in relation to the Mural. The Village shall also indemnify, defend, and hold Owner harmless from and against any liability, loss, damage, cost and expense (including without limitation reasonable attorneys' fees) suffered as a result of any claim, demand, action or suit made or raised against Owner by Mural Artist relating to or arising from the rights granted to Owner under this Agreement.
13. **Notice:** All notices shall be sent to the Parties at the addresses set forth above herein, or such other address as any Party may provide to the other Parties from time to time in writing.
14. **Integration; Severability:** This Agreement, including any attachment hereto, shall constitute the entire understanding between the Parties. Its terms can be modified only by an instrument in writing signed by both Parties. If any provision of this Agreement or the application thereof to any Party or circumstance is held invalid, such invalidity shall not affect the other provisions which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement shall be severable.
15. **Independent Contractor Status:** The Mural Artist is an independent contractor(s) and not an employee or agent of the Village or the Owner. No act or direction of the Village or the Owner shall be deemed to create an employer/employee or joint employer relationship.
16. **Successors and Assigns:** This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. The Village shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Owner.
17. **Governing Law and Jurisdiction:** This Agreement in all respects shall be governed by the laws of the State of Illinois, County of McHenry. The parties further agree the filing of any legal action shall be resolved in the 22nd Judicial Circuit Court of McHenry County. The prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.
18. **Counterparts:** This Agreement may be manually executed or executed using an electronic or digital signature in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument and shall become effective when the counterparts have been executed by each of the Parties and delivered to the other Parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.]

Village:

Village of Richmond

By: 

Name: TONI WARDANIAN

Title: VILLAGE PRESIDENT

Owner:

GRIFF LLC

By: 

Name: JASON REIBEL

Title: PARTNER



Estimate

Ultra Strobe Communications Inc
748 Tek Drive
Crystal Lake, IL. 60014

Date	Estimate #
3/8/2024	6712

Name / Address
Richmond Police Dept. 5600 Hunter Drive Richmond, IL. 60071

P.O. No.	Job Name
	squad 141

Item	Description	Qty	Price	Total
ALGT53J	Federal Signal 53' Allegiant, 2 color, choice of HKB, convergence network compatible, FSJoin. SP-ALGT22B	1	1,260.00	1,260.00
HKB-FPIU20	Federal Signal lightbar hook kit for 2020 Ford Utilitiy	1	0.00	0.00
BK2019ITU20	Setina PB450L4 lighted push bumper with tri-colored Whelen Ions for 2020 Interceptor Utility	1	899.95	899.95
ES100C	Federal Signal 100-Watt compact speaker with neodymium driver	1	115.00	115.00
ESB-U	Federal Signal bracket for ES100 universal mount	1	20.00	20.00
ELUC3H010D	Sound Off Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher - Dual Color Red/White HEADLIGHT	1	84.95	84.95
ELUC3H010E	Sound Off Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher - Dual Color Blue/White HEADLIGHT	1	84.95	84.95
PLUCTCL1	Sound Off Replacement Collar Kit, includes 1 Collar, 2 Gaskets & Screws for the Twist-In UnderCover	2	3.95	7.90
C-VS-1210-INUT	Havis 2020 Ford Interceptor Utility Mid-Height Angled Console	1	364.95	364.95
CUP2-1001	Havis Self-Adjusting Double Cup Holder	1	54.95	54.95
C-ARM-108	Havis Side Mounted Flip Up Armrest	1	176.86	176.86
C-MD-119	Havis 11" Slide Out Locking Swing Arm with Low Profile Motion Adapter	1	259.95	259.95
Weathertech PF200S17	Front mats only, black	1	120.00	120.00
	Federal Signal Pathfinder siren/light controller package, includes controller siren speaker and bracket kit	1	975.00	975.00
PK1129ITU20TM	Setina #10XL Partition Horizontal Sliding Window Uncoated PolycarbonateXL Panel Partition TM (Tall Man)	1	794.95	794.95
QK0566ITU20	Setina replacement seat with center pull seat belts for 2020 Ford Utility includes 12vs with coated polycarbonate cargo area rear partition	1	1,284.95	1,284.95
WK0514ITU20	Setina window barriers, steel, vertical, for 2020 Ford Utility	1	264.95	264.95

Signature _____

Date _____

Our quotes are valid for 14 days

Subtotal

Sales Tax (7.75%)

Total

Phone #	Fax #	E-mail	Web Site
8154791717	815-479-1818	stacey@ultrastrobe.com	www.ultrastrobe.com



Ultra Strobe Communications Inc
748 Tek Drive
Crystal Lake, IL. 60014

Estimate

Date	Estimate #
3/8/2024	6712

Name / Address
Richmond Police Dept. 5600 Hunter Drive Richmond, IL. 60071

P.O. No.	Job Name
	squad 141

Item	Description	Qty	Price	Total
ELUC3H010D	Sound Off Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher - Dual Color Red/White TAILLIGHT	1	84.95	84.95
ELUC3H010E	Sound Off Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher - Dual Color Blue/White TAILLIGHT	1	84.95	84.95
ENT2B3RBW	Sound Off Intersector Under Mirror Mount Light Red/Blue/White	2	184.95	369.90
Misc.	DO NOT USE CONTROLLER GUN LOCK RELEASE	1	0.00	0.00
RMK	Federal Signal Kit, microphone extension, smartsiren/vision amplifiers	1	89.25	89.25
MNCT-SD	Federal Signal PA mic	1	49.95	49.95
SC-6 #H	Santa Cruz universal gun lock	1	190.95	190.95
SC-9903	Santa Cruz square butt plate "L" bracket	1	31.95	31.95
SC-1900	Santa Cruz adjustable steel butt plate	1	34.95	34.95
SC-503	Santa Cruz 24" LONG FLAT BAR	1	31.95	31.95
SC-7009A	Santa Cruz adjustable gun lock timer	1	41.95	41.95
CD3802RBW	Code 3 mega thin red/blue/white MOUNTED IN REAR SIDE WINDOWS	2	95.95	191.90
XT4LBKT	Code3 XT4 universal L-bracket 90 degree	2	8.50	17.00
SIFMH	Federal Signal REAR ILS, 3 COLOR R/A/W B/A/W	1	780.00	780.00
CD3802RBW	Code 3 mega thin red/blue/white MOUNTED ON HATCH WHEN OPEN	2	95.95	191.90
OBDCABLES25-2	Federal Signal OBD cable for 2020 UTI for use with pathfinder	1	119.95	119.95
ECVDMLTAL00	Sound Off LED Dome Light, Universal Mount 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens	2	72.95	145.90
C-SBX-101	Havis Universal Storage Box for Utility Vehicles	1	652.95	652.95
MMSU-1	Magnetic mic	2	39.95	79.90
Removal	Removal of equipment	1	550.00	550.00
Installation	Installation of equipment	1	3,700.00	3,700.00

Signature _____

Date _____

Our quotes are valid for 14 days

Subtotal

Sales Tax (7.75%)

Total

Phone #	Fax #	E-mail	Web Site
8154791717	815-479-1818	stacey@ultrastrobe.com	www.ultrastrobe.com

