

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

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ANNOUNCEMENTS/REQUESTS:
 - a. Final LRS Fall Curbside Leaf Vacuuming, Saturday, November 23, 2024
5. PUBLIC COMMENTS
6. UNFINISHED BUSINESS: None
7. CONSENT AGENDA:
 - a. Approval of Regular Board Minutes for October 17, 2024
 - b. Motion to Authorize Expenditures of Funds for Warrant Fiscal Year 24/25.07 in the amount not to exceed \$850,000.00
 - c. Motion to approve Resolution regarding IDOT Right-of-way Permits for Calendar Years 2025 and 2026
 - d. Motion to grant permission to Girl Scouts of Northern Illinois to conduct Annual Cookie Program from January-March 2025 in the Village of Richmond
 - e. Motion to approve Resolution Supporting Operation Green Light for Veterans
8. NEW BUSINESS:
 - a. Motion to approve the General Liability/Workers Compensation/Cyber Liability Insurance proposal totaling \$151,238.00 from Arthur J. Gallagher (AJG) for the 2024/25 renewal period and authorize the Village President to sign contract documents
 - b. Motion to waive formal public bidding and approval of Upland Construction, Inc. Bennett Park Concrete Pad quote in the amount not to exceed \$39,600.00
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: November 1, 2024

Village of Richmond

INCORPORATED 1872

RESOLUTION#R2024-__

A Resolution regarding IDOT Right-of-way Permits

WHEREAS, the Village of Richmond, hereinafter referred to as MUNICIPALITY, located in the County of McHenry, State of Illinois, desires to undertake, in the calendar years 2025 and 2026, the location, construction, operation and maintenance of driveways and street returns, water mains, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc., on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as Department; and,

WHEREAS, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person or firm under contract and supervision of the MUNICIPALITY.

NOW, THEREFORE, be it resolved by the MUNICIPALITY:

FIRST: That MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with the conditions of the permit to be granted by the Department, and to hold State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accidents or otherwise by reason of the work which is to be performed under the provision of said permit.

SECOND: That all authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY.

BE IT SO RESOLVED this 7th day of November, 2024 by the Board of Trustees of Richmond, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Toni Wardanian, Village President
Village of Richmond

ATTEST:

Karla L. Thomas, Village Clerk
Village of Richmond



Lake Zurich • Oswego • Rockford • South Elgin

October 25, 2024
Village President
Toni Wardanian
Village of Richmond
5600 Hunter Dr
Richmond, IL 60071

Dear Village President Toni Wardanian:

Girl Scouts of Northern Illinois (GSNI), which provides Girl Scouting in your community, is planning to hold its 2025 Cookie Program from January 2025-March 2025. We are requesting permission to conduct our annual program in your community.

January 3, 2025 - January 19, 2025, girls will be taking orders from friends, family, and door-to-door. February 1 – March 9, 2025, girls will be delivering cookies and holding Cookie Booth sales at various local business sites (with permission of those businesses). If you would like to visit a Girl Scout Cookie Booth in the area, please let me know.

GSNI offers numerous leadership opportunities as well as life skills for kindergarten through the 12th grade. By participating in the Cookie Program, these life skills are enriched through the learning of handling money, being self-reliant and bringing their own values to the business world. Our Program utilizes the three processes of girl-led, learning by doing, and cooperative learning while developing 5 valuable life skills Goal Setting, Decision Making, Money Management, People Skills, and Business Ethics.

We would appreciate a response from you by Thursday December 12, if I do not hear from you, I will assume that our request has been approved.

Thank you for your cooperation, if you have any questions and/or concerns, please contact me at 815-994-1650 or mdoonan@girlscoutsni.org.

Sincerely,
Michele Doonan
Product Program Manager
Girl Scouts of Northern Illinois

RESOLUTION NO. R2024-__

A RESOLUTION SUPPORTING OPERATION GREEN LIGHT FOR VETERANS

WHEREAS, the residents of the Village of Richmond have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, the Village of Richmond seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties and municipalities to recognize Operation Green Light for Veterans; and

WHEREAS, the Village of Richmond appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted.

NOW, THEREFORE, BE IT RESOLVED, with designation as a Green Light for Veterans, the Village of Richmond, McHenry County, Illinois, hereby declares from October through Veterans Day, November 11th, 2024 a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service.

BE IT FURTHER RESOLVED, that in observance of Operation Green Light, the Village of Richmond, McHenry County, Illinois, encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 4th through the 11th, 2024.

Toni Wardanian, Village President
Village of Richmond

BACKGROUND

Below for your review and consideration is a proposal prepared by the Villages general liability insurance broker, Arthur J. Gallagher (AJG). This proposal includes lines of coverage for the following: general liability, property, inland marine, auto, employee practices, public officials, law enforcement liability, crime, cyber, workers compensation and an umbrella policy.

The total premium cost of \$151,238, is a \$18,020 (14%) increase from last year. This includes:

- Package & Umbrella premium of \$79,655
- Equipment Breakdown premium of \$2,242
- Cyber premium of \$3,660
- Crime premium of \$821
- Workers Compensation premium of \$50,007
- AJG Fee of \$14,853

Carriers for coverage are as follows:

Package (Property, Liabilities, Auto, Umbrella): Renew policy with Charter Oaks Fire Co (Travelers)

Crime: Renew policy with Hanover Insurance Company with no change to plan or premiums.

Cyber: Renew policy with CFC with no changes to limits or deductibles.

Workers Compensation: Renew policy with IPRF.

All limits, deductibles, and coverage would remain the same as last year except for the following:

- Property deductible **increased** from \$2,500 to \$5,000, due to current marketplace challenges.
- A \$10,000 deductible for Wind & Hail related property losses. This has become an industry standard.
- Included \$20,000 for fine arts coverage (new murals), subject to \$1,000 deductible under Inland Marine.
- Public Officials deductible **increased** from \$2,500 to \$5,000, due to current marketplace challenges & litigious environment.

RECOMMENDATION

Staff is requesting a motion to approve the General Liability/Workers Compensation/Cyber Liability Insurance proposal totaling \$151,238.00 from Arthur J. Gallagher (AJG) for the 2024/25 renewal period and authorize the Village President to sign contract documents.

NOTE: The policy would take effect on December 1, 2024 and runs through November 30, 2025.



Village of Richmond

5600 Hunter Drive • Richmond, Illinois 60071
Phone (815)678-4040 • Fax (815)678-2403
www.Richmond-IL.com

DATE: November 7, 2024 Village Board Meeting

TO: Village President and Village Trustees

FROM: Jon Schmitt, Director of Public Works

RE: Bennett Park Concrete Pad

ATTACHMENTS: Proposed Concrete Pad picture and Purchase Order PW-2025-09

The Fiscal Year 2024-2025 Public Works Department Parks operating budget under Park CIP includes \$45,000 for a concrete pad adjacent to the Bennett Park pavilion.

Four local contractors were sent the following specifications and the attached picture of the proposed improvement:

- Excavate as needed for new concrete pad area, haul dirt off site if not needed for backfill
- Provide and install 4" of compacted CA-6 base stone under all concrete improvements (approximately 3,500 square feet)
- Drill and set tie bars into existing concrete. Frame and pour using 5" of 4000 psi concrete mix with wire mesh, saw cut joints, light broom finish, spray with concrete cure and seal.
- Provide and install black dirt, grass seed, straw blanket on all areas disturbed by construction
- Sidewalk connection to existing parking lot less than 2% slope
- There is a prevailing wage contract

The following three contractors provided quotes:

- Upland Construction & Maintenance LLC., Wonder Lake, Illinois - \$39,600.00
- Sunrise Concrete, Inc., Crystal Lake, Illinois - \$51,550.00
- Swederski Concrete Construction, Inc., Spring Grove, Illinois - \$60,840.00



VILLAGE OF RICHMOND
PURCHASE ORDER NO. PW-2025-09
(PREVAILING WAGES APPLY)
October 17, 2024

Project: Bennett Park Concrete Pad	Location: Bennett Park
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Owner	Contractor
Village of Richmond 5800 Hunter Drive Richmond, IL 60071 Phone: (815) 678-4040 Fax: (815) 678-2403	Upland Construction & Maintenance LLC 4801 Stillwater Road Wonder Lake, Illinois 60097 Joe Greenhill (815)-403-9241 Tom Lonson (262)-206-3387

SCOPE OF WORK: Furnish labor, equipment and materials necessary to complete the following work/items ("Work"):

Quantity	Description	Unit Price	Total
	Bennett Park Concrete Pad		
		TOTAL NOT TO EXCEED PRICE:	\$39,600.00

TERMS AND CONDITIONS

- 1. Acceptance of Purchase Order.** The Purchase Order is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Order is expressly limited to the terms hereof, and in the event that Contractor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Order shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Order may be accepted by the commencement of any work hereunder or the delivery of any goods herein ordered, and, in any event, shall be deemed accepted in its entirety by Contractor unless Owner is notified to the contrary within ten (10) days from its date of issue. This Purchase Order contains the entire agreement between the parties. Any modification or recession thereof must be in writing and signed by Owner. No proposals or prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this Purchase Order.
- 2. Familiarity with Site Conditions; Qualifications.** Contractor acknowledges that it has examined the site of the proposed conditions surrounding the proposed Work and is aware of, and satisfied with, the requirements of this Purchase Order. Contractor represents to Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such Work. Contractor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of Owner, and shall hold Owner free and harmless from all liability, costs and charges by reason of any act or representations of Contractor, its agents or employees.
- 3. Extra's and Change Orders.** No claim by Contractor that any instructions, by drawing or otherwise, constitute a change in Contractor's performance hereunder, for which Contractor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance. Contractor shall have received a written supplement to this Purchase Order authorizing such performance signed on behalf of Owner by a person having actual authority to do so. No claim for additional compensation on the basis that Contractor has incurred any expense by reason of any act or failure to act or Owner or its contractor, subcontractor, materialmen or any other party shall be valid unless made in writing within 30 days of the alleged act or failure to act and approved by Owner, provided however, that if the Contractor should be delayed in furnishing the articles, items, equipment or materials (hereinafter sometimes referred to as "goods") or services or work (hereinafter sometimes referred to "work") ordered herein, by the omission neglect or default of Owner, its agents or employees, Contractor shall be entitled to no additional compensation or damages for such delay, and shall be entitled only to an extension of time for a period equal to the time lost as a result of the aforesaid causes, determined by Owner. Any charges for extra not so authorized will not be paid.
- 4. Inspection and Acceptance.** Owner shall have the right at all reasonable times to inspect and test all goods, materials or work furnished by Contractor and all work performed or furnished by Contractor. Notwithstanding any prior inspection, the passage of title or any prior payment, all goods, material and work furnished there under are subject to final inspection and acceptance by Owner at its job site. If, after inspection, Owner rejects any goods furnish by Contractor there under, Owner may, at its election, return those goods to Contractor at Contractor's expense, including the cost of any inspection and testing thereof. If Contractor fails to proceed promptly with the correction or replacement of any rejected goods or work, Owner may replace or correct such items or work by purchase or manufacture and charge the cost

incurred thereby to Contractor or terminate this Purchase Order for default in accordance with paragraph 7 herein. By inspecting and not rejecting any goods and work furnished there under, Owner shall not be precluded thereby from subsequently revoking its acceptance thereof if the goods or work are later discovered to be nonconforming with this Purchase Order or the specifications and drawings applicable hereto, even if the defect does not substantially impair value to Owner.

5. **Taxes, Delivery, Risk of Loss.** Unless indicated to the contrary on the face hereof, it shall be the responsibility of Contractor to arrange for and complete delivery of all goods or materials. If the goods or materials furnished there under are equipment, Contractor shall give Owner two (2) working days' advance notice of delivery. All goods or materials furnished by Contractor should be shipped in the manner and at the times indicated on the face hereof at the expense of Contractor, it being understood that the risk of loss with respect to such goods is with Contractor until such goods come into the actual possession of Owner, regardless of the mode of delivery or earlier passage of title. This Project is tax exempt. The Owner's tax-exempt number is: E 99950855.

6. **Payment.**

A. Prior to issuance of any payments by the Owner to the Contractor, the Contractor shall furnish to the Owner (in a form suitable to the Owner) an invoice for payment then due, together with receipts, waivers of claim and other evidence showing the Contractor's payments for materials, labor and other expense incurred in the Contractor's Work hereunder.

B. Owner may withhold the whole or any part of any payment due to the Contractor to the extent necessary to protect and indemnify the Owner from loss on account of (a) defective work not remedied, (b) claims filed or reasonable evidence indicating probable filing of claims, (c) failure of the Contractor to make payments promptly for material or labor, or (d) Contractor's failure to furnish Owner with all written warranties and operational manuals for the Work.

C. Contractor hereby authorizes the OWNER (1) to deduct from any amount due or becoming due the Contractor under this Purchase Order for all amounts owing from the Contractor to (a) the Owner for back-charges or services furnished for the account of the Contractor, (b) the Owner for damages sustained whether through negligence of the Contractor or through failure of the Contractor to act as may be otherwise detailed herein, (c) material men, (d) subcontractors, (e) laborers, and (f) others for services and materials furnished to the Contractor for the Work performed under this Purchase Order, and (2) to apply the amount so deducted to the payment of said materials, services, damages or back-charges applying such monies so available in the order hereinbefore set forth.

D. Owner, without invalidating this Purchase Order, may make changes by altering, adding to or deducting from the Work to be performed. The value of any such changes will be determined as follows: (a) by the unit prices named in this Purchase Order, if any, or (b) by agreement in writing between the Owner and the Contractor as to the value of the time and materials for the changes in the Work. In any event, the Contractor will keep and present, in any form as the Owner may direct, a correct account of the net cost of any extra labor and materials, together with vouchers referring to the same.

E. Notwithstanding the payment in full for the Work hereunder, the Contractor will be liable to repair or replace any imperfect workmanship or other faults; and if the Contractor fails to repair or replace the imperfect workmanship or other faults, the Owner may do the Work and recover from the Contractor the cost and expense thereof. No payment on account will be construed or considered as an approval of the Work for which payment is made.

7. **Contractor Warranty.** Contractor warrants in addition to all warranties which are imposed or implied by law or equity that all materials and work furnished there under (i) shall conform to any specifications and drawings applicable to this Purchase Order, (ii) shall be merchantable and of good quality and workmanship, (iii) shall be fit for the purpose intended as well as the purpose for which such goods, materials or work are generally used, and (iv) shall be free from defects for a period of one (1) year, or such longer period as is specified in the contract documents, from the date any such goods, materials or Work hereunder is accepted in writing by Owner. Contractor expressly agrees that the statute of limitations with respect to Contractor's warranties shall begin to run on the date of acceptance by Owner. Contractor further indemnifies and holds the Owner harmless from all claims, liens, fees and charges and payment of any obligations arising thereunder.

8. **Insurance.** Contractor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its commercial liability insurance policies for Contractor operations under this Purchase Order. Liability insurance limits shall be in an amount sufficient to protect the Owner's interests as they may appear herein, but in no event less than \$1,000,000.00 per occurrence.

9. **Indemnity.** Contractor hereby agrees to indemnify Owner for any loss, expense, recovery or settlement, including counsel fees and costs of defense which arise from any demand, claim (whether frivolous or not) or suit which may be asserted or brought against Contractor or Owner as a result of any injury or damage to any person or persons (including death) or property (i) allegedly caused by, resulting from, arising out of or occurring in connection with the furnishing of any goods, materials or work or the performance or preparation for performance of any of the work or any duties of the Contractor hereunder, or incident or pertaining thereto, and (ii) whether or not such injury or damage is due to or chargeable to any alleged negligence of Owner or any contractor or subcontractor under a contract from which the goods, materials or work in herein ordered are required, or the alleged negligence of any employee of Owner or aforesaid contractor or subcontractor, including but not limited to any claim based on liability without fault for injury caused by defective goods, materials or work supplied by Contractor. Further,

A. Contractor acknowledges that any such items or work furnished hereunder may include in whole or in part with or without modification or improvements in equipment, machinery or items constructed by Owner, and that should such item or work prove defective such charges claimed by Owner shall include consequential damages, penalties, taxes or assessments (including punitive damages), including counsel fees and the costs of defense, which may be imposed or incurred under any federal, state or local law, ordinance or regulation upon or with respect to (i) the payment of compensation to any individual employed by Contractor, (ii) any discrimination against any individual employed by Contractor on the basis of race, color, religion, sex, national origin or physical or mental handicap, (iii) the protection of purchasers and users of consumer products, or (iv) occupational safety and health, and

B. In any and all claims against Owner or any of its agents or employees, by any employee of Contractor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by

or for Contractor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Contractor assumes the entire liability for its own negligence and as part of this Purchase Order waives all defenses available to Contractor as an employer which limit the amount of Contractor's liability to Owner to the amount of Contractor's liability under any workers compensation, disability benefits or employee benefit acts.

10. Cancellation. This of delivery of this Purchase Order is of the essence and Owner may, by written notice of default to Contractor, cancel the whole or any part of this Purchase Order (i) if Contractor fails to make delivery of the goods or perform the services within the time specified herein or any extensions thereof, or (ii) if Contractor fails to perform or so fails to make progress as to endanger performance there under, and in either circumstance does not cure such failure within a period of two (2) business days after receipt of notice from Owner specifying such failure. Owner, by written notice to Contractor, may cancel the whole or any part of this Purchase Order when it is in the best interest of Owner or when Owner has been notified of modification of the specifications pertaining thereto. If this Purchase Order is so canceled, the Contractor shall be compensated for such canceled as follows: (a) for materials delivered and services performed as the reasonable value as part of the Contract Price; (b) for materials not identified to this Purchase Order and service not performed, no compensation; and (c) for Contractor's lost profits or incidental or consequential loss, no compensation.

11. Owner's Remedies. Contractor shall, for the duration of its warranties under paragraph 11 herein, at the discretion of Owner and at the expense of Contractor, replace, repair and insure any and all faulty or imperfect goods, materials or work furnished or performed by Contractor there under. In the event Contractor fails to do so, Owner may furnish or perform the same and recover materials from Contractor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of inspection, testing, removal, replacement, re-installation, destruction of other materials resulting there from and any increased cost or expense to Owner in its performance under contracts with others, plus 15% of all such costs or expenses for overhead. The foregoing remedies shall be available in addition to all other remedies available to Owner in equity or at law including the Uniform Commercial Code.

12. Compliance with laws. During the performance hereunder, Contractor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.

13. Prevailing Wage Act Applies. The Owner hereby notifies Contractor that not less than the prevailing rate of wages as found by the Owner, the Department of Labor or as determined by the court on review shall be paid to all laborers, workers, and mechanics performing work on this Project. The Contractor is responsible for checking the Illinois Department of Labor's website for rate revisions.

14. Arbitration. Any controversy or claim arising out of or relating to this Purchase Order, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules or JAMS Dispute Resolution, as determined in the exclusive discretion of the Owner, at 5600 Hunter Drive, Richmond, Illinois, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that an arbitration award by default may be entered upon the party failing to appear or defend its self in any arbitration proceeding.

15. Recovery of Fees. In the event of any arbitration of this Purchase Order between the parties, or litigation of this Purchase Order, the non-prevailing party, as determined by the arbiter or court, shall pay all expenses incurred by the prevailing party, including, but not limited to (a) attorneys' fees, (b) filing costs, (c) witness fees, and (d) other general expenses of arbitration or litigation.

16. Controlling Law, Severability. The validity of this Purchase Order or any of its provisions and the sufficiency of any performance there under shall be determined under the laws of Illinois. If any provision or requirement of this Purchase Order is declared or found to be unenforceable that balance of this Purchase Order shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

ACCEPTANCE OF PURCHASE ORDER

The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained.

CONTRACTOR:

By: _____

Title: _____

Date: _____

OWNER:

By: _____

Title: _____

Date: _____