

# **FREMONT TOWNSHIP BOARD MEETING AGENDA**

**Regular Board Meeting: March 13, 2023, at 6:30 P.M.**

**22385 W. Highway 60, Mundelein, IL 60060**

**Location: Community Room**

## **1. CALL TO ORDER - PLEDGE OF ALLEGIANCE**

## **2. ROLL CALL**

## **3. PUBLIC COMMENTS**

## **4. APPROVAL OF MINUTES**

- Motion to approve the minutes of the February 13, 2023 Regular Meeting.

## **5. CORRESPONDENCE**

## **6. OLD BUSINESS**

## **7. NEW BUSINESS**

### **7.1 Parks Department Auction Items**

- Motion to approve the following Parks items to be auctioned off through Obenauf Auction Service:  
2105 Ford F250 Pickup Bed  
2015 Tommy Gate  
2015 Westher Guard Tool Boxes  
2010 Honda Push Mower

### **7.2 MBSA contract**

- Motion to approve a new one-year field use contract between Fremont Township and MBSA.

### **7.3 Gewalt Hamilton Engineering Contract for front entrance improvements**

- Motion to approve Gewalt Hamilton proposal in the amount of \$5600.00 for engineering related to front-entrance improvements.

### **7.4 Annual Town Meeting Agenda**

- Motion to approve the Agenda for the 2023 Annual Town Meeting.

### **7.5 Highway Department Decennial Committee**

- Motion to create the Fremont Township Highway Department Decennial Committee on local government efficiency and appoint the following individuals to the Committee, Diana O'Kelly, Dan Prezell, Christine Seidner, Jeri Atleson, Nick Dollenmaier, Connie Shanahan and Keith Voss.

## **8. PARKS REPORT**

## **9. CERT REPORT**

## **10. COMMUNITY GARDEN REPORT**

## **11. ELECTED OFFICIALS' REPORT**

- Assessor
- Clerk
- Highway Commissioner
- Supervisor
- Trustees

**12. GA/EA/FOOD PANTRY REPORT**

**13. PUBLIC COMMENTS**

**14. APPROVAL OF BILLS**

- Motion to Audit and approve for payment of Road and Bridge Fund in the amount of \$  
Permanent Road Fund in the amount of \$  
And General Town Fund in the amount of \$

**Roll Call**

- Motion to Audit and approve for payment of General Assistance Fund in the amount of \$

**15. EXECUTIVE SESSION**

**16. ADJOURN**

**TIME:** \_\_\_\_\_

# **Fremont Township License Agreement with Mundelein Baseball and Softball Association**

## **Purpose**

Fremont Township (hereafter "Township") recognizes that certain organizations exist within the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These organizations are separate and independent from the Township and provide for their own leadership, organizational and operational structure. Although the stated missions of the organization may differ, public investment in public recreational facilities and programs creates mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

The Township recognizes that at times it is in the best interest of the community that the Township work with outside organizations in coordinating, integrating and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible, and a public benefit may be derived. Through working relationships with outside organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of their individual responsibilities.

To this end, the Township is willing to establish a working relationship and cooperative agreement with the Mundelein Baseball and Softball Association (hereafter referred to as "MBSA") in order to provide a youth baseball opportunity in Mundelein. With this agreement, the parties will define the working relationship, mutual expectations and individual responsibilities. Standards outlined herein ensure that the parties' concept of joint planning, use and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action in planning, developing and maintaining recreational programs.

## **I. Criteria and Conditions**

1. MBSA shall provide its own leadership, structure and must delegate operational duties to its membership.
2. MBSA shall conduct its own financial business and be financially self-supporting.
3. MBSA shall have its own volunteer governing board with adopted bylaws or guidelines to guide the board in policy-making decisions, and is a not-for-profit corporation or organization dedicated to offering and promoting a baseball program that is compatible with and supplements other Township programs.

4. MBSA shall provide a list of officers for the upcoming season at the Townships meeting in March of each year. In addition, MBSA will provide a listing of players and the towns in which they reside.
5. MBSA shall designate both a liaison and alternate liaison and provide the individual's telephone numbers and any other contact information to the Township.
6. The Townships primary liaison to the MBSA shall be the **Parks Manager** or his/her designee. This person will be assigned to provide the necessary assistance to MBSA and has final say on all weather-related field conditions. He/she is not required or expected to attend MBSA business and planning meetings. If the Township liaison attends a MBSA meeting, they will attend as a "non-voting" participant.

The Township shall provide their "Liaisons" office telephone number and any other contact information to the MBSA.

7. MBSA agrees and understands that neither the MBSA nor its officials, officers, members, employees or volunteers (collectively "MBSA") are entitled to any benefits or protections afforded to employees or volunteers of the Township and are not bound by any obligations as employees of the Township. MBSA will not be covered under provisions of the unemployment compensation insurance of the Township or the workers compensation insurance of the Township and any injury or property damage arising out of any MBSA activity will be MBSA's sole responsibility and not the Townships. Also, it is understood that the MBSA is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Township and therefore, the MBSA will be solely responsible for its own actions. The Township will in no way defend the MBSA in matters of liability.
8. MBSA shall fully cooperate with any investigation conducted by or on behalf of the Township. Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of the Township, may result in revocation or suspension of any privileges under this Agreement.
9. MBSA shall not represent itself or members of the MBSA as employees, volunteers, or agents of the Township.
10. MBSA or members of the MBSA will not advertise or solicit participants using the name or logo of the Township without prior written permission of the Township.
11. MBSA shall handle its own fees, charges, monies and expenditures. It will manage its own accounts in the group's name. The group shall have a written policy regarding refunds. All requests for refunds shall be addressed in a timely manner.
12. Activities sponsored by MBSA shall not, other than to adhere to specific membership guidelines or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, disability, or any other characteristic protected by local, state, or federal law.
13. MBSA agrees to conduct criminal background checks for all employees, coaches, field officials, trainers and volunteers.

14. MBSA agrees to cross-reference all staff, employees and volunteers with the state and/or local Child Offender Database.
15. MBSA understands and agrees that it is solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any MBSA position and/or activity and that the Township is not responsible for any hiring or retention decision.
16. MBSA must comply with all Governmental Regulations, as well as the policies, procedures and regulations of the Township with respect to sexual harassment, drug-free workplace and policies related to communicable diseases. Governmental Regulations shall include, but not be limited to, the Americans with Disabilities Act, the Illinois Human Rights Act and EEOC Guidelines.
17. MBSA agrees to provide for and pay for inclusion services as needed to comply with Americans with Disabilities Act requirements.
18. MBSA will establish a financial assistance program for parents and families needing help in paying for programs and services.
19. MBSA will actively cooperate with the Township, and all local law enforcement agencies charged with enforcing Township Ordinances and federal, state and local laws concerning the illegal use of alcohol, tobacco, drugs and any other violation of the law involving MBSA sponsored activities. Such active cooperation shall include reporting of suspected violations immediately to the Local Police Department. MBSA should not attempt to seize any items or question any persons regarding these potential offenses.
20. MBSA shall report to the Township on a bi-annual basis at the Township meeting in March and the Township meeting in November. Along with a written "Notice of Intent" the MBSA will report in person advising the Township of its intended use of the fields and for purposes of reporting as to the manner that the facilities have been used. These meetings and reports are intended to facilitate open communication between MBSA and the Township.

## **II. Facility Use and Maintenance**

1. The Township will:
  - a. Maintain the playing fields to acceptable National League standards.
  - b. Provide and have control of all maintenance materials for the fields (fertilizer, weed control, mosquito/tick control, etc.).
  - c. Maintain all grass areas.
  - d. Do weekly maintenance of clay infield areas throughout playing season.
2. The MBSA will:
  - a. Inspect and remove all trash from dugout areas, bleacher areas, playing field, parking lot, etc. after every game or practice.
  - b. Assist parks staff by checking and emptying trash/recycling containers on a regular basis or as needed. Trash containers will accept bags that will be provided by the Township. Bags will not be used in recycling containers. Trash

- and recycling will be disposed of in proper dumpsters located in parking lot area.
- c. Do all routine game related maintenance on clay areas and grass areas (chalking, striping, etc.).
  - d. Provide all field conditioner, chalk, paint, etc. as needed throughout playing season.
  - e. Provide equipment to assist in maintaining clay area.
  - f. Not allow any representative of the MBSA to enter an area posted, "No Trespassing", nor shall any person use or abet the use of any area in violation of posted notices on Township property.
  - g. Provide current and updated game and practice schedules to the Township throughout the season.
  - h. Allow Fremont Township to use interior wall space inside its storage shed for the purpose of a camera security system. Fremont Township will provide a lockable wall cabinet to hold the camera systems DVR and monitor. Fremont Township insures the camera system for its value.
3. Fremont Township will provide the MBSA with "exclusive" use of the baseball field at Ivanhoe Community Club Park.
    - a. **Ivanhoe Community Club Park - 29022 Rte. 83 Mundelein, IL. 60060**
  4. MBSA shall inspect each practice facility, field, or other location prior to and subsequent to each use and shall promptly report any unsafe condition (holes in sports fields, broken equipment, etc.) to the Township and/or repair any unsafe condition before MBSA use.
  5. The Township does not assume any responsibility, care, custody, or control of any MBSA property or equipment brought upon or stored upon Township property. The MBSA is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Township property.
  6. The MBSA shall adhere to all applicable facility and Township ordinances, rules, regulations, policies and procedures.

### **III. Capital Improvements**

1. Any future improvements made to the Licensed Premises by the MBSA shall be with prior written consent of the Township, which consent shall not be unreasonably withheld. Any improvements made by the MBSA or the Township to the Licensed Premises shall immediately become the property of the Township and shall be subject to the terms of this Agreement. Upon any termination of this Agreement, all improvements to the Licensed Premises shall remain the sole and exclusive property of the Township.
2. Prior to each season, MBSA and the Township shall inspect all improvements to ensure they are up to code and in a reasonably safe condition. If MBSA desires the Township to repair any of the improvements, it shall notify the Parks Manager immediately. If the Township agrees with the repair, it shall do so at no cost to the MBSA.

3. Any prior improvements made to the Licensed Premises must be kept up to code and in a reasonably safe condition. MBSA shall notify the Parks Manager immediately if an improvement appears to be deficient in this respect. The Parks Manager will also periodically check such improvements to ensure their compliance. If, in the Parks Manager's sole discretion, an improvement is found in need of repair and/or alteration, the cost of such repair and/or alteration shall be at the sole expense of the MBSA.
  - a. If the Park Manager believes that the Township can remedy the repair and/or alteration, he/she shall remit an estimate to the MBSA for the labor and material costs of such repair and/or alteration and perform the work. The estimate is not a cap on expenses but a reasonable expectation on what the repair and/or alteration will require. If the Park Manager's estimate is off by more than 25%, he/she shall notify the MBSA as soon as is reasonably practicable. After the repair and/or alteration is complete, the Park Manager shall provide the MBSA an invoice and the MBSA shall pay the Township within 45 days.
  - b. If the Park Manager believes that the repair and/or alteration is outside the scope of the Township's ability to accomplish, MBSA may be required to find an alternative contractor to complete the work. However, the contractor and the final product must be approved by the Park Manager. If the final product does not meet or exceed the Park Manager's expectations, MBSA, at its own expense, must correct the issues presented. If the MBSA fails to remedy the issues within 60 days, the Township may hire its own contractors to correct the issue, with the MBSA to pay the costs thereof.

#### **IV. Rental/Usage Fee**

The township will not charge fees to the MBSA for use of the fields.

#### **V. Township Waiver**

The MBSA shall provide the Township with waivers from all coaches and players relinquishing the Township of any liability. For all MBSA sponsored activities, the MBSA shall indemnify and hold harmless the Township and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this agreement; (ii) any act, omission wrongful act or negligence of the MBSA or any of the MBSA's partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or upon any Township property or facility and arising out of any MBSA sponsored activity regardless of whatever or not it is caused in part by a party indemnified hereunder. Such obligation shall not be constructed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exists as to any party or persons described in this paragraph. The MBSA shall similarly protect, indemnify and hold and save harmless the Township, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes,

actions and expenses including but not limited to legal fees, incurred by reason of the League's breach of any of its obligations under, or the MBSA's default of, any provision of this agreement.

#### **VI. Insurance and Indemnification**

The MBSA shall maintain in full force and effect liability insurance in a present amount of: \$1,000,000/\$3,000,000 bodily injury liability (\$1,000,000 each occurrence with a \$3,000,000 aggregate), \$1,000,000 umbrella, \$100,000 property damage liability, \$5,000 personal injury and will name Fremont Township as an additional insured. The amount of bodily injury liability and property damage liability coverage shall be reviewed on a yearly basis by the Township during the term of this Agreement. If, at any such annual review the Township determines that the dollar amount of the bodily injury/property damage liability is insufficient, the Township shall so notify the MBSA of such insufficiency. The MBSA shall then increase the amount of liability coverage in an amount satisfactory to the Township. On or before April 15<sup>th</sup> of each year this agreement is in effect, MBSA shall provide Township with a certificate of insurance verifying coverage amounts and parties insured. The Township will prohibit the MBSA from using the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Township. Failure to maintain the required insurance will result in termination of this agreement by the Township. If the MBSA's insurance is canceled or expired, it is MBSA's responsibility to notify Fremont Township.

#### **VII. Lightning Protection**

The MBSA is responsible for creating and following a severe weather protocol. Lightning's behavior is random and unpredictable. While the risk of lightning strikes and injuries cannot be eliminated, *preparedness and response* are the best defenses towards reducing the lightning hazard. All athletic events and contests are to be immediately suspended when lightning is spotted, or thunder is heard. All participants and spectators are to be cleared from the field and find safe shelter.

#### **VIII. No Third-Party Beneficiary**

This agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

#### **IX. Terms of License**

1. The initial term of this Agreement shall commence on the date hereof April 1<sup>st</sup>, 2023 and end on March 31<sup>st</sup>, 2024.
2. The Township retains the right to alter terms and conditions of this Agreement or to terminate this Agreement at any time without cause with sixty (60) days written notice to the MBSA. The Township retains the right to terminate this Agreement for cause,



including, but not limited to misconduct of the MBSA or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Township Residents, or because the MBSA has breached any of its obligations under this Agreement with sixty (60) days written notice to the MBSA. Notices should be mailed to: **MBSA - P.O. Box 606 Mundelein, IL. 60060**

3. The MBSA may terminate this Agreement by providing a minimum of sixty (60) days written notice. Notices should be mailed, or hand delivered to:  
**Fremont Township - 22385 W IL. Hwy 60 Mundelein, IL. 60060**
4. The MBSA and the Township will split the electric bill (ComEd) costs throughout the playing season.

**X. Authority**

Each person signing this License Agreement hereby states and covenants that he or she has read and understands this Agreement, that he or she has the authority to execute this Agreement on behalf of the party whom he or she represents, and that such party intends to be legally bound by the provisions of this Agreement.

**XI. Governing Law**

This agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, each of the parties has caused the Agreement to be executed by a duly authorized officer thereof as of the date first written above.



Phil Guerrero  
President, MBSA

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Diana O'Kelly  
Fremont Township Supervisor



Ryan Verbruggen  
Executive V.P. of Baseball

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Christina McCann  
Fremont Township Clerk

March 6, 2023

**Ms. Diana O'Kelly  
Township Supervisor**

Fremont Township  
22385 W. Route 60  
Mundelein, IL 60060

Re: **Proposal for Consulting Engineering Services  
Township Center Exterior Entry Remodeling**  
GHA Proposal No. 2023.M021

Dear Ms. O'Kelly:

Gewalt Hamilton Associates, Inc., (GHA) is pleased to submit our proposal to provide consulting engineering services to assist the Township in completing improvements to the exterior entrance to the Township Center.

**Scope of Services**

Township staff has worked with Lynde Anderson to develop an architectural site plan for improvements to the north entrance to the Township Offices, located at 22385 W. Route 60. We understand that the Township is also securing a permit from Lake County Planning, Building, and Development for the proposed improvements. The Township plans to perform some of the work with Township staff, while the remainder will be included in bid document. Based on our discussions to date, we propose the following services:

**A. Bidding Services**

GHA will oversee activities included in the scope to successfully complete the project.

GHA will prepare final bid documents for the project based on the architectural site plan and details provided. It is anticipated that the bid document will request a lump sum cost for the proposed improvements (removals, earthwork, concrete work, and rough grading) with add/deduct items as needed to facilitate modifications to the scope as needed.

GHA will assist the Township with coordination of the project letting and assist with reviewing bid tabulations and making a recommendation for award.

**B. Construction Services**

GHA will prepare contract documents for execution by the Township and the lowest qualified bidder.

GHA will coordinate with the selected contractor and perform up to five (5) site visit during construction to facilitate completion of the project. Additional site visit can be made at the request of the Township. Anticipated site visits include the following:

- Pre-construction meeting with Contractor & Township
- Marking out Concrete Removals
- Site visit during framing of concrete improvements
- Site visit during completion of concrete improvements
- Final Punchlist Preparation

### **Compensation for Services**

For the above noted services, GHA proposes to complete the work on a time-and-material (T&M) basis in accordance with the attached GHA Hourly Rates. For budgeting purposes, we provide the following cost estimate:

<b>Services</b>	<b>Estimated Fee</b>
A. Bidding Services	\$2,000.00
B. Construction Services	\$3,600.00
<b>Total Estimated Fee</b>	<b>\$5,600.00</b>

Reimbursable expenses, including items such as printing, messenger service, mileage, etc., will be billed direct to Fremont Township without markup. We anticipate that reimbursable expenses will be less than \$200.00 for this project. Invoices will be submitted on a monthly basis and will detail services performed.

### **General Conditions**

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

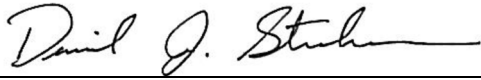
This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated

agreement between the parties which may not be modified without all parties consenting thereto in writing.

By signing below you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.

Submitted By:



Daniel J. Strahan, P.E., CFM

Senior Engineer

Fremont Township Highway Dept.

Accepted By:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Encl.: Attachment A  
GHA Hourly Rates

**ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.  
PROFESSIONAL SERVICES AGREEMENT**

**1. Standard of Care.** The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided. GHA will use reasonable care to comply with applicable codes and laws in effect at the time its services are provided.

**2. Duration of Proposal.** The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

**3. Client Information.** Client shall provide GHA with all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

**4. Payment.** Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

**5. Instruments of Service.** The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made, any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

**6. Electronic Files.** The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

**7. Applicable Codes.** The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

**8. Utilities and Soils.** When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

**9. Opinion of Probable Construction Costs.** GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs,

**10. Contractor's Work.** Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

**11. Contractor Submittals.** Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

**12. Hazardous Materials.** Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

**13. Record Drawings.** If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

**14. Disputes.** Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

**15. Miscellaneous.** Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.

**GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:**  
**2023**

The following rates will remain in effect until December 31, 2023, at which time they are subject to an annual increase:

PRINCIPAL	\$ 210.00
CIVIL ENGINEER VI	\$ 190.00
CIVIL ENGINEER V	\$ 184.00
CIVIL ENGINEER IV	\$ 174.00
CIVIL ENGINEER III	\$ 160.00
CIVIL ENGINEER II	\$ 150.00
CIVIL ENGINEER I	\$ 134.00
LAND SURVEYOR IV	\$ 160.00
LAND SURVEYOR III	\$ 148.00
LAND SURVEYOR II	\$ 134.00
LAND SURVEYOR I	\$ 128.00
GIS PROFESSIONAL III	\$ 165.00
GIS PROFESSIONAL II	\$ 140.00
GIS PROFESSIONAL I	\$ 140.00
ENVIRONMENTAL CONS. I	\$ 132.00
ENGINEERING TECHNICIAN V	\$ 176.00
ENGINEERING TECHNICIAN IV	\$ 146.00
ENGINEERING TECHNICIAN III	\$ 134.00
ENGINEERING TECHNICIAN II	\$ 120.00
ENGINEERING TECHNICIAN I	\$ 92.00
ACCOUNTING II	\$ 172.00
ACCOUNTING I	\$ 118.00
ADMINISTRATIVE I	\$ 78.00

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.

# **FREMONT TOWNSHIP 2023 ANNUAL TOWN MEETING AGENDA**

**APRIL 11, 2023 at 7:00 P.M.**

**22385 W. Highway 60, Mundelein, IL 60060**

**1. CALL TO ORDER - PLEDGE OF ALLEGIANCE/INTRODUCTION OF TOWNSHIP OFFICIALS**

**2. NOMINATION OF MODERATOR**

**3. ELECTION OF MODERATOR AND MODERATOR'S OATH OF OFFICE**

**4. APPROVAL OF MINUTES**

- Motion to approve the minutes of the 2022 Annual Town Meeting.

**5. PUBLIC COMMENTS**

**6. SUPERVISOR'S ANNUAL FINANCIAL REPORT**

- Motion to approve Supervisor's FY 2022/2023 Annual Financial Statement for all funds.

**7. OLD BUSINESS**

- Park's Committee Report
- CERT Report
- Community Garden Report

**8. NEW BUSINESS**

**9. ELECTED OFFICIAL REPORTS**

- Supervisor
- Assessor
- Highway Commissioner
- Clerk
- Trustees

**10. 2024 ANNUAL TOWN MEETING DATE AND TIME**

- Motion to set date and time for the 2024 Annual Town Meeting at 7:00 p.m. on April 9, 2024 at the Fremont Township Administration Center at 22385 W. Highway 60, Mundelein, Illinois.

**11. PUBLIC COMMENTS**

**12. MOTION TO ADJOURN**

- Motion to adjourn the 2023 Annual Town Meeting at \_\_\_\_\_ P.M.



## **Parks Report for March 2023**

Committee had a Parks Meeting on Feb. 6<sup>th</sup>. MBSA president Phil Guerrero attended the meeting to discuss the MBSA's contract renewal. Committee decided that a 1 year extension would be granted to the MBSA so that the renewal would align with all of the "User Groups" that use Behm Park. Parks Manager worked with Trustee Dollenmaier to make some necessary changes to the contract.

Parks Department took delivery of (3) new concrete recycling centers. (2) recycling centers will be utilized at Ivanhoe Park while the third one will be utilized for the soccer field at Behm Park.

User groups have reached out to Parks manager to see when the parks will be opened for use. Parks will open sometime between March 20<sup>th</sup> – April 1<sup>st</sup> fully dependent on weather.

## **MARCH 2023 CERT REPORT**

The Cert members continue to take additional training opportunities either online or in person. The US Weather Service Storm Spotter presentation was of great interest. We have it available online if anyone is interested. At our March 21 in person meeting the Lake County Medical Reserve Corps will be presenting the Stop the Bleed Presentation for Team member and we invite others interested to attend and would think it of great value to other members of the Township including Board Members. Please let me know if anyone is interested in attending.

Our spring training dates have been set for the weekend of April 22 and the final exam at the Township on April 29. We appreciate the Townships help in making the training known to the public. I have separately sent to you a flyer which I would ask everyone can kindly help circulate.

We have had had two Saturday sessions working on new equipment distribution and trailer organization. We have been able to test the lighting and electric system for the trailer. The trailer battery itself seems to need charging. We have found a good number of hand held radios in the garage and we anticipate being able to increase the number of available radio's from the old stores with no additional purchase. One of our new members is experienced in amateur radio and is of great assistance in getting the old equipment in working order.

We are making preparations for the Team's assistance on the Recycling event and Jill Hughes is coordinating our efforts. The newly purchased reflective gloves will be of great assistance in traffic direction. Finally we are planning on attending over the spring and summer the Grayslake Farmers Market to meet the public and we would like to have the trailer with us to show the public.

## **Clerk Report for March 13 2023**

- FOIA request for information pertaining to food pantry bookkeeping.  
Responded to request
- SEI emails have been sent to elected officials and are due by May 1, 2023
- Meeting with Illinois Records Office representative on April 5<sup>th</sup> to review our original Records Retention Schedule (dated 1986) to understand new laws pertaining to records disposal
- Completing annual OMA/FOIA online training as required by the State for OMA/FOIA officers
- Publishing legal notice for 2023 Annual Town Meeting in Daily Herald on March 14, 2023

Tuesday, March 7, 2023

## March 2023 Highway Notes

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- Crew updated MSDS sheets and safety equipment, truck binders, cold patched, vactored, 4 snow/ice events, chipped storm damage, picked up roadside trash,
- Had significant number of fallen trees and branches for freezing rain event on Feb 22, following by numerous areas with flooding on the 23rd.
- Alicia met with several Sylvan Lake residents regarding property flooding.
  
- Alicia met with D Kordecki about Fremont Township's partnering with the Lake Napa Suwe WMB Grant.
- Alicia attend WSP annual meeting
- Sylvan Lake Dam update: Historic office accepted FEMA's proposal to hire historian to document dam's current construction at Township's expense. Final paperwork is being completed for a release of grant
- Alicia met with Beth and Mark from TOIRMA—reviewed control sheets/types of values
- Highway Dept hosted a speaker from the Morton Arboretum to share information on oak diseases.

## **March 2023 Supervisor Report**

Met with engineer regarding front entranceway  
Applied for permit at county for front entranceway  
Attended Supervisor's meeting  
Met with Toirma

**FUND SUMMARY ON BOARD AUDIT REPORT**

GENERAL TOWN \$83,459.15  
GENERAL ASSISTANCE \$1,244.81  
ROAD & BRIDGE \$18,093.92  
PERMANENT ROAD \$56,778.91  
**\$159,576.79**

**TOTAL**

**FUND SUMMARY ON PAYROLL REPORT**

	<u>TOTAL</u>	<u>TOWN</u>	<u>GA</u>	<u>PERM ROAD</u>
PAYROLL 2/24/23	\$18,017.60	-\$1,317.38	\$1,770.70	\$17,564.28
PAYROLL 2/28/23	\$11,731.59	\$11,731.59		
PAYROLL 3/10/23	\$18,314.84	-\$173.11	\$1,770.70	\$16,717.25
<b>TOTAL</b>	<b>\$48,064.03</b>	<b>\$10,241.10</b>	<b>\$3,541.40</b>	<b>\$34,281.53</b>

**TOTAL**

**TOTAL FUND SUMMARY**

GENERAL TOWN \$93,700.25  
GENERAL ASSISTANCE \$4,786.21  
ROAD & BRIDGE \$18,093.92  
PERMANENT ROAD \$91,060.44  
**\$207,640.82**

**GRAND TOTAL**

**FIRST MIDWEST**

FOOD PANTRY \$0.00  
GARDEN DONATIONS EXPENSES \$80.00