

VILLAGE OF RICHMOND
5600 HUNTER DRIVE
REGULAR BOARD MEETING NOTICE
FEBRUARY 5, 2026
AGENDA
7:00 PM

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ANNOUNCEMENTS/REQUESTS:
5. PUBLIC COMMENTS
6. UNFINISHED BUSINESS: None
7. CONSENT AGENDA:
 - a. Motion to approve the Regular Board Minutes for January 15, 2026
8. NEW BUSINESS:
 - a. Motion to approve An Ordinance Amending Chapter 14 Offenses, Section 14.23 Nippersink Creek Park Rules and Regulations and Repealing Section 14.30 Parks of the Richmond Municipal Code
 - b. Motion to accept Village of Richmond Purchase Order No. PW-2026-10 with Altorfer Power Systems for for the Kuhn Road sanitary sewer lift station generator replacement in an amount not to exceed \$63,832.00 and to authorize the Superintendent of Public Works to sign
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 Session Minutes (5 ILCS 120/2(c)(21))
13. ACTION RESULTING FROM CLOSED SESSION
14. ADJOURNMENT

POSTED: January 22, 2026

ORDINANCE NO. 2026-__

An Ordinance Amending Chapter 14 Offenses, Section 14.23 Nippersink Creek Park Rules and Regulations and Repealing Section 14.30 Parks of the Richmond Municipal Code

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

SECTION 1: Section 14.23, Nippersink Creek Park Rules and Regulations, of the Richmond Municipal Code, shall be amended with the underlined text being added and the stricken text being deleted as follows:

14.23 ~~NIPPERSINK CREEK~~ PARK RULES AND REGULATIONS.

(a) Hours. All Village parks shall be open for public use daily from dawn to dusk, or later when field lighting has been activated by a Village employee or persons or entities expressly authorized by Village permit, signed Village rental agreement, or other written approval issued by the Village. The Board of Trustees may authorize extended or alternative park hours for seasonal activities, special occasions, or events. Except Village employees conducting official Village business or persons or entities expressly authorized by Village permit, signed Village rental agreement, or other written approval issued by the Village, it shall be unlawful for any person to occupy or be present in any Village park at any time the park is not open for public use. ~~The park shall be opened daily to the public during the hours of dawn to dusk of any one day and it shall be unlawful for any person or persons (other than Village personnel conducting Village business thereon) to occupy or to be present in the park during hours in which the park is not opened to the public except as Provided in 14.23(b).~~ Any section or part of the park may be declared closed to the public by the President or his/her designee at any time and for any interval of time either temporarily or at regularly stated intervals.

(b) Group Activity. Whenever any group, association or organization of 100 or more people desires to use the park facilities for a particular purpose, such as picnics, parties or theatrical or entertainment performances, a representative of said group, association or organization shall first obtain a permit from the Village. The Village Board shall adopt an application form to be used for park reservations. Said form shall be available from the office of the Village Clerk. Accompanying said application shall be a certificate of insurance. In the event any food is sold, the application shall include a copy of any permit required by McHenry County Health Department. Except for not-for-profit organizations, each application shall be accompanied with a non-refundable permit fee, to be determined from time to time by the Village Board. In the event a permitted activity is rained out, the permit fee shall not be refunded. However, a new date may be reserved without charge, if applied for within 48 hours after the rained out date. Anticipated rain dates shall not be made in advance. No reservations shall be given which conflict with Village sponsored activities.

~~Except for not-for-profit organizations, each application shall be accompanied with a non-~~

~~refundable permit fee, to be determined from time to time by the Village Board. In the event a permitted activity is rained out, the permit fee shall not be refunded. However, a new date may be reserved without charge, if applied for within 48 hours after the rained out date. Anticipated rain dates shall not be made in advance.~~

~~No reservations shall be given which conflict with Village-sponsored activities.~~

(c) Alcoholic Liquor. It shall be unlawful for any person to possess or consume any alcoholic liquor in the park except as provided in this Section 14.23. Any person, persons, groups, associations or organizations desiring to possess or consume any alcoholic liquor in the park shall first obtain a permit from the Village for such purposes. The Village Board may adopt an application form to be used for such purposes. For the purpose of this Section 14.23(c), alcoholic liquor is defined in Section 23.01 of the Richmond Municipal Code. Nothing contained in this section shall be deemed to affect in any way the provisions of Section 14.20, Alcoholic Beverages, Possession and Consumption, Section 14.20.1, Consumption of Alcohol by Minors, and Chapter 23, Liquor, of the Richmond Municipal Code or any other ordinance regulating the use of the park.

~~For the purpose of this Section 14.23(c), alcoholic liquor is defined in Section 23.01 of the Richmond Municipal Code.~~

~~Nothing contained in this section shall be deemed to affect in any way the provisions of Section 14.20, Alcoholic Beverages, Possession and Consumption, Section 14.20.1, Consumption of Alcohol by Minors, and Chapter 23, Liquor, of the Richmond Municipal Code or any other ordinance regulating the use of the park.~~

(d) Rules and Regulations. The following rules and regulations shall govern the usage of the park:

5. Damage to Property:. No person shall mark, deface, injure, destroy, damage, cut, pluck or take away park plantings or property without written approval of the Board of Trustees. No person shall pour or otherwise discharge any substance or chemicals upon the water, grounds or property of the park, which are injurious to persons or park property. No person shall climb upon any plant fence, structure or property of the park except such recreational equipment as may be installed for such purpose. There shall be no trespassing on any private property adjacent to park property.

15. Parking of cars shall be allowed only in authorized parking lots and only during the hours between 7:00 a.m. dawn and dusk.

16. Public Entertaining:. No person or organization shall hold any concert or

public entertainment of any kind in the park without proper authorization.

17. ~~Solicitation or Selling~~: No person shall offer or exchange for sale any article or thing, or do any peddling ~~or soliciting~~ in the park.

~~18. Water: No swimming, wading, water bathing or boating shall be allowed within park property.~~

~~19~~18. ~~Weapons and Missiles~~Fireworks: No person, except authorized personnel, shall bring, carry or use in the park any knives, firearms, air guns, pellet guns, weapons of any kind or any fireworks or other explosive substance.

~~20. Running Water: Those persons who need access to the Village water supply in the park may be issued an access key upon payment of a refundable fee, to be determined from time to time by the Village Board.~~

~~21~~19. ~~Variations~~: No variation from these rules and regulations shall be granted without approval by the Board of Trustees.

SECTION 2: Section 14.30 Parks, of the Richmond Municipal Code is hereby repealed in its entirety as follows:

~~14.30 PARKS.~~

~~(a) Park Hours. All Village parks shall be open for public use on a daily basis from dawn to dusk or later if lighting is activated by an authorized person or entity. It shall be unlawful for any person, other than Village personnel conducting Village business, to occupy or be present in any Village park when not open for public use.~~

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

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

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

AYE:

NAY:

ABSENT:

ABSTAIN:

APPROVED:

Toni Wardanian, Village President

(SEAL)

ATTEST: _____
Karla L. Thomas, Village Clerk

Passed: _____

Approved: _____

Published: _____

VILLAGE OF RICHMOND PURCHASE ORDER

Date: 1/19/2026

Purchase Order No. PW-2026-10

Project: Kuhn Road Sanitary Sewer Lift Station Electric Generator Replacement

Department/Location:
Public Works -Kuhn Road

Owner/Customer	Contractor/Vendor	Project Manager/Supervisor
Village of Richmond 5800 Hunter Drive Richmond, Illinois 60071 Phone: (815) 678-4040 Fax: (815) 678-2403	Altorfer Power Systems 301 S. Mitchell Addison, Illinois 60101 Phone: 630-516-4414 Contact: Jim Sylvester	Village of Richmond 5600 Hunter Drive Richmond, IL 60071 Phone: (815) 678-4040 Fax : (815) 678-2403 Contact: Jon Schmitt

SCOPE OF WORK AND PRICING:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	UNIT PRICE	EXTENSION
1		Caterpillar DG125- 125kW Natural Gas Standby Generator with Start-up and On-site Resistive Load Bank Testing Services		\$63,832.00
			NOT TO EXCEED TOTAL	\$63,832.00

NOTE: Altorfer Power Systems Quote Dated 12-11-2025 Attached

THE TERMS OF THIS PURCHASE ORDER AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE VILLAGE/OWNER/CUSTOMER AND CONTRACTOR/VENDOR. No payment will be issued unless a copy of this Purchase Order is signed, and dated and returned to the Village. Material certifications/test reports required. All domestic material, unless otherwise specified. Purchase exempt from sales and/or use taxes.

SUPPLEMENTAL 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/Vendor'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/Vendor 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 Plans; Qualifications.** Contractor/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same, and (b) has examined the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents. Contractor/Vendor 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/Vendor 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/Vendor, its agents or employees.

3. **Extra's and Change Orders.** No claim by Contractor/Vendor that any instructions, by drawing or otherwise, constitute a change in Contractor/Vendor's performance hereunder, for which Contractor/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance. Contractor/Vendor shall have received a written supplement to this Purchase Order authorizing such performance signed on behalf of Owner by a person have actual authority to do so. No claim for additional compensation on the basis that Contractor/Vendor 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/Vendor 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/Vendor 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/Vendor and all work performed or furnished by Contractor/Vendor. 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/Vendor there under, Owner may, at its election, return those goods to Contractor/Vendor at Contractor/Vendor's expense, including the cost of any inspection and testing thereof. If Contractor/Vendor 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/Vendor 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/Vendor to arrange for and complete delivery of all goods or materials. If the goods or materials furnished there under are equipment, Contractor/Vendor shall give Owner two (2) working days' advance notice of delivery. All goods or materials furnished by Contractor/Vendor should be shipped in the manner and at the times indicated on the face hereof at the expense of Contractor/Vendor, it being understood that the risk of loss with respect to such goods is with Contractor/Vendor 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 Village's tax-exempt number is: E 9995-0855.

6. Payment. Payment by Owner will be remitted upon satisfactory workmanship of completed work by Contractor/Vendor. In no event shall Owner be obligated to pay Contractor/Vendor any sum that exceeds the Contract Price absent a written change order executed by Owner.

A. Prior to issuance of any payments by the Owner to the Contractor/Vendor, the Contractor/Vendor shall furnish to the Owner (in a form suitable to the Owner) an application for the payment then due, together with receipts, waivers of claim and other evidence showing the Contractor/Vendor's payments for materials, labor and other expense incurred in the Contractor/Vendor's Work hereunder. The Owner will, at all times, be entitled to retain ten percent (10%) of all monies due and owing to the Contractor/Vendor as a part security for the faithful performance of this Agreement. This ten percent (10%) so withheld will not be paid to the Contractor/Vendor until the Owner has issued to the Contractor/Vendor a final acceptance of the Project.

B. Owner may withhold the whole or any part of any payment due to the Contractor/Vendor 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/Vendor to make payments promptly for material or labor, or (d) Contractor/Vendor's failure to furnish Owner with all written warranties and operational manuals for the Work.

C. Contractor/Vendor hereby authorizes the OWNER (1) to deduct from any amount due or becoming due the Contractor/Vendor under this Agreement for all amounts owing from the Contractor/Vendor to (a) the Owner for back-charges or services furnished for the account of the Contractor/Vendor, (b) the Owner for damages sustained whether through negligence of the Contractor/Vendor or through failure of the Contractor/Vendor to act as may be otherwise detailed herein, (c) materialmen, (d) subcontractors, (e) laborers, and (f) others for services and materials furnished to the Contractor/Vendor for the Work performed under this Agreement, 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 Agreement, 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 Agreement, if any, or (b) by agreement in writing between the Owner and the Contractor/Vendor as to the value of the time and materials for the changes in the Work. In any event, the Contractor/Vendor 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/Vendor will be liable to repair or replace any imperfect workmanship or other faults; and if the Contractor/Vendor fails to repair or replace the imperfect workmanship or other faults, the Owner may do the Work and recover from the Contractor/Vendor 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/Vendor Warranty. Contractor/Vendor 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 propose for which such goods, materials or work are generally used, and (iv) except for rented equipment, shall be free from defects for a period of five (5) years, or such longer period as is specified in the Scope of Work or specifications, from the date such work is performed or such materials are utilized or installed, and if installed as part of a structure or utilized equipment, for 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/Vendor expressly agrees that the statute of limitations with respect to Contractor/Vendor's warranties shall begin to run on the date of acceptance by Owner.

8. Insurance and Bonds. Contractor/Vendor 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 Village as an additional insured on its commercial liability insurance policies for Contractor/Vendor operations under this Purchase Order. Liability insurance limits shall be in an amount sufficient to protect the Village's interests as they may appear herein, but in no event less than \$1,000,000.00 per occurrence. Contractor/Vendor shall furnish and pay for a surety bond and with surety or sureties satisfactory to Owner, guaranteeing the full

performance of all of the conditions and terms hereof and guaranteeing that Contractor/Vendor will promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Contractor/Vendor in connection with the Work. Such performance and payment bond shall be in an amount determined by Owner.

9. Indemnity. Contractor/Vendor 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/Vendor 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/Vendor 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 is 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/Vendor. Further,

A. Contractor/Vendor 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/Vendor, (ii) any discrimination against any individual employed by Contractor/Vendor 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 in any and all claims against Owner or any of its agents or employees, by any employee of Contractor/Vendor, 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/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Contractor/Vendor assumes the entire liability for its own negligence, and as part of this Agreement waives all defenses available to Contractor/Vendor as an employer which limit the amount of Contractor/Vendor's liability to Owner to the amount of Contractor/Vendor's liability under any workers compensation, disability benefits or employee benefit acts.

10. Patents. Contractor/Vendor warrants that (i) goods furnished there under, and the sale and use thereof, will not infringe any valid United States patent or trademark, and (ii) Contractor/Vendor will, at Contractor/Vendor's expense defend any suit instituted against Owner, its agents or customers, charging infringement of any United States patent or trademark by virtue of the possession, use or sale of any goods furnished there under is enjoined because of patent infringement. Contractor/Vendor within a reasonable amount of time shall at Contractor/Vendor's expense procure for Owner its agents or customer, the right to continue using such goods with non-infringing goods or modify such goods so that they become non-infringing or remove such goods and refund to Owner any sums paid therefore, including transportation and installation charges.

12. Cancellation. Time of delivery of this Purchase Order is of the essence and Owner may, by written notice of default to Contractor/Vendor, cancel the whole or any part of this Purchase Order (i) if Contractor/Vendor fails to make delivery of the goods or perform the services within the time specified herein or any extensions thereof, or (ii) if Contractor/Vendor 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) days after receipt of notice from Owner specifying such failure. Owner, by written notice to Contractor/Vendor, 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/Vendor 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/Vendor's lost profits or incidental or consequential loss, no compensation.

13. Owner's Remedies. Contractor/Vendor shall, for the duration of its warranties under paragraph 11 herein, at the discretion of Owner and at the expense of Contractor/Vendor, replace, repair and insure any and all faulty or imperfect goods, materials or work furnished or performed by Contractor/Vendor there under. In the event Contractor/Vendor fails to do so, Owner may furnish or perform the same and recover materials from Contractor/Vendor 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.

14. Compliance with laws. During the performance hereunder, Contractor/Vendor 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/Vendor's compliance with any Laws or Regulations.

15. 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/VENDOR:

By: _____
Representative of Contractor/Vendor Authorized to
Execute Purchase Order

Title: _____

Date: _____

VILLAGE OF RICHMOND

By _____
Jon Schmitt, Director of Public Works

Date: _____