

VILLAGE OF RICHMOND
5600 HUNTER DRIVE
REGULAR BOARD MEETING NOTICE
MARCH 19, 2026
AGENDA
7:00 PM

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. MOTION FOR ADVICE, CONSENT AND APPROVAL OF APPOINTMENT BY VILLAGE PRESIDENT TO FILL VACANT TRUSTEE POSITION WITH ADMINISTRATION OF OATH
5. ANNOUNCEMENTS/REQUESTS:
 - a. LRS Curbside Electronics Pickup, Thursday, April 2nd
 - b. LRS Curbside Yard Waste begins, Thursday, April 2nd (2 free bags included each week, additional bags require Yard Waste Stickers available for purchase through LRS)
6. PUBLIC COMMENTS
7. UNFINISHED BUSINESS: None
8. CONSENT AGENDA:
 - a. Motion to approve the Regular Board Minutes for February 19, 2026
 - b. Motion to approve the Expenditure of Funds for Warrant Fiscal Year 25/26.11 in the amount not to exceed \$200,000.00
 - c. Motion to approve a Special Use Liquor License to International House of Wine & Cheese for the Spring Wine Walk to be held Saturday, May 16, 2026 from 12:30-5:00 PM at various locations
 - d. Motion to approve a Resolution in Support of Passenger Rail Service to the Village of Richmond
9. NEW BUSINESS:
 - a. Motion to approve the Community Development Committee's recommendation for (2) window sign variances regarding Jamie's Country Kitchen located at 11302 US Rte. 12
 - b. Motion to approve the Community Development Committee's recommendation for a window sign variance & historical appearance review regarding 555 Tattoo located at 5613 Broadway St.
 - c. Motion to approve An Ordinance Amending Chapter 15 Traffic, Section 15.12(d)(2) Municipal Parking Lots of the Richmond Municipal Code
 - d. Motion to approve An Ordinance Amending Chapter 15 Traffic, Section 15.10(a) Speed Limits of the Richmond Municipal Code
 - e. Motion to award bid to Langton Group in a not to exceed amount of \$28,215.08 for FY2027
 - f. Motion to authorize Jon Schmitt, Supt. of Public Works to sign PO# PW 2027-1 to Langton Group for Contracted Mowing Services in a not to exceed amount of \$28,215.08 for FY2027
 - g. Discussion regarding annexation policies, including provisions of the IMC (65 ILCS 5/7-1-1 et seq.)
10. COMMITTEE/DEPARTMENT REPORTS:
 - a. Community Development
 - b. Administration/Police
 - c. Public Works/Engineering
 - d. Village Clerk
11. PRESIDENT'S COMMENTS
12. TRUSTEE COMMENTS
13. CLOSED SESSION: Litigation (5 ILCS 120/2(c)(11)), Personnel (5 ILCS 120/2(c)(1)), Collective Bargaining (5 ILCS 120/2(c)(2)), 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))
14. ACTION RESULTING FROM CLOSED SESSION
15. ADJOURNMENT

POSTED: March 13, 2026



Village of Richmond

INCORPORATED 1872

FY 2026 APPOINTMENTS BY VILLAGE PRESIDENT

EFFECTIVE 3/19/2026

James Gerasco

Village Trustee

Expires: 4/30/2027



**VILLAGE OF RICHMOND
APPLICATION FOR SPECIAL USE PERMIT LIQUOR LICENSE**

The undersigned hereby makes application for a Special Use Permit to allow transfer of a portion of its alcoholic liquor inventory from its licensed retail premises to a designated site for a special event under the provisions of the Village of Richmond Liquor License Ordinance:

1. Applicant's full name: INTERNATIONAL HOUSE OF WINE & CHEESE
Address: 11302 US Highway 12, Richmond, IL Phone Number: 815-628-2500
Current local liquor license number: A-# 2 State license number: IA-0006330

2. Location where alcoholic beverages will be sold:
TBD

3. Dates of the event (not to exceed **three** days): SATURDAY, MAY 16, 2020

4. Hours of operation: 12:30 - 5:00

5. Describe plan for refuse pickup: Village pick-up

6. List the names and addresses of the employees of the business who will be selling alcoholic beverages at the location pursuant to the license. If additional space is needed, please use reverse side.

TBD

7. Please attach the following to your application

- Permit fee in the amount of \$100.00 per day.
- Proof of liquor liability insurance **covering the location and dates of the special event.**
- Proof of permission from owner of the premises, if different than applicant, authorizing sale of alcoholic beverages on the property during the time requested.
- Site plan of area where alcoholic beverages will be sold, must be an enclosed area with **one** combined and controlled entrance/exit and adequately lighted.
- Proof of state special use permit liquor license shall be required prior to the event.

John M. Gian 3-4-20
Liquor Retailer Signature of President Date


Liquor Retailer Signature of Secretary Date

AFFIDAVIT

State of Illinois)
County of McHenry)

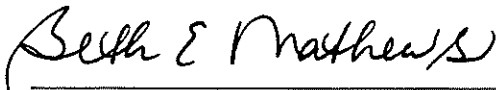
We swear that we will not violate any of the Ordinances of the Village of Richmond or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.


Liquor Retailer Signature of President


Liquor Retailer Signature of Secretary

Subscribed and sworn to before me this

4th day of March, 2026


Notary Public



**VILLAGE OF RICHMOND
RESOLUTION NO. R2026-**

**A RESOLUTION IN SUPPORT OF PASSENGER RAIL SERVICE TO THE VILLAGE
OF RICHMOND**

WHEREAS, the Village of Richmond finds that passenger rail improves mobility, economic development, tourism, and regional connectivity; and

WHEREAS, passenger rail would provide public transportation benefits to residents, businesses, and visitors; and

WHEREAS, the Village wishes to support the implementation of this corridor.

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

1. The Village formally supports passenger rail service to the Village of Richmond, Illinois.
2. The Village endorses pursuit of federal, state, and regional funding for that effort.
3. The Clerk is directed to transmit this resolution to IDOT, Metra, CMAP, the Governor, relevant legislators, and partner municipalities.
4. Staff is authorized to coordinate letters of support and related intergovernmental advocacy consistent with this resolution.

Passed this ___ day of _____, 2026.

Toni Wardanian, Village President

(SEAL)
ATTEST:

Karla L. Thomas, Village Clerk



Village of Richmond

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

TONI WARDANIAN
VILLAGE PRESIDENT

TRUSTEES

ROBERT ELLIOTT

LAURI COOK

JASON WEILER

ADAM METZ

FRANK PEILER

LINDA WEISS

~

KARLA THOMAS
Village Clerk

CIRO CETRANGOLO
Police Chief/Administrator

Sign Memo

To: Community Development Committee

From: Kristen Murphy

CC: File

Date: 02-27-2026

Re: 11302 US RT 12

Jamie's County Kitchen would like to put up two window graphics using the full size of the windows (100%) for visibility from RT 12. The code indicates that only 25% of the window can be covered thus prompting the request for variance. The location is set back from the roadway and the building owner will not grant Jamie's County Kitchen use of the existing monument sign on the property, so these will be their only signs for the business.

Thank you.

Application Information

APPLICANT INSTRUCTIONS

This step has no applicant instructions

Application Information

Name of Applicant

Shelby Parker

Phone

[REDACTED]

Business Name

Jamie's Country Kitchen

Location Address

11302 US-12, Richmond, IL 60071

Property Owner

Thomas Jairas

Zoning

GB - General Business 

Description of Business

Name of Person or Company Erecting Sign

Signarama Volo

Type of Sign

Sign Types

Permanent Window Sign

Sign Documents

Colored sketch, drawn to scale, which accurately represents all features of the sign including, but not limited to, size, message, letter style, border, surface texture and all exposed structural elements

Drag and drop file here
or
Click to browse files

Jamie's Country Kitchen Mock Up.png February 25, 2026 8:56 AM (uploaded by applicant)

Sign Information

Dimensions (In square feet)

34.5

Is sign doubled sided?

No

Will the sign be illuminated?

No

Meets Village ordinances/UDO Criteria

No, variance is needed

Sign Variance

Requested variation(s) from sign ordinance

We are proposing the installation of two window graphics featuring the Jamie's Country Kitchen logo (on behalf of Jamie Fjellstedt).

One graphic will be installed on the window closest to the entrance on the far left side, which is visible from Highway 12. The second graphic will be placed on the window on the opposite side of the entrance, visible from N. Burlington Road.

Both graphics will be produced using vinyl perforated window film. This material is a printable, adhesive-backed vinyl with thousands of evenly spaced micro-perforations. It allows for full-color graphics to appear solid from the exterior while still allowing visibility from the inside looking out.

Each window graphic is intended to cover 100% of the window area, rather than the 25% coverage permitted under current sign code. Due to site visibility challenges and the need for clear identification from both road frontages, we are respectfully requesting approval for full window coverage.

Window dimensions are as follows:

Window 1: 32.6 sq ft

Window 2: 37.1 sq ft

Jamie's Country Kitchen is located within the same building as International House of Wine and Cheese. The existing monument sign on the property will no longer include the restaurant, per direction from the property owner. As a result, Jamie's Country Kitchen will no longer have visibility on the shared monument signage.

Because this primary exterior signage is being removed, the restaurant needs an alternative way to clearly communicate its presence at the location. To maintain visibility, they are seeking signage that can be seen from both adjacent roadways, Highway 12 and N. Burlington Road.

The proposed solution is to install two window graphics facing each roadway. These graphics would cover 100% of each window to ensure the restaurant is easily identifiable to passing traffic and customers visiting the location.





Village of Richmond

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LINDA WEISS

~

KARLA THOMAS
Village Clerk

CIRO CETRANGOLO
Police Chief/Administrator

Sign Memo

To: Community Development Committee

From: Kristen Murphy

CC: File

Date: 03-12-26

Re: 5613 Broadway

555 Tattoo requires a historical appearance review for one permanent window sign.

The proposed window sign requires a variance for size. It appears to be approximately 50% of the window pane vs 25% allowable per the UDO.

Thank you.

Application Information

APPLICANT INSTRUCTIONS

This step has no applicant instructions

Application Information

Name of Applicant

Denise Craig

Phone

Business Name

555 Tattoo

Location Address

5613 Broadway St, Richmond IL 60071-9744

Property Owner

Jason Reibel

Zoning

GB - General Business



Description of Business

Name of Person or Company Erecting Sign

Road Rage Designs

Type of Sign

Sign Types

Permanent Window Sign ▼

Sign Documents

Colored sketch, drawn to scale, which accurately represents all features of the sign including, but not limited to, size, message, letter style, border, surface texture and all exposed structural elements

Drag and drop file here
or
Click to browse files

[IMG_1443.jpeg](#) March 11, 2026 10:22 AM (uploaded by applicant)

Sign Information

Dimensions (In square feet)

6

Is sign doubled sided?

No ▼

Will the sign be illuminated?

No ▼

Meets Village ordinances/UDO Criteria

~~Yes~~ **NO** ▼

MAKING
TATTOO



ORDINANCE NO. 2026-__

An Ordinance Amending Chapter 15 Traffic, Section 15.12(d)(2) Municipal Parking Lots 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 15.12(d)(2), Municipal Parking Lots, of the Richmond Municipal Code, shall be amended with the underlined text being added and the stricken text being deleted as follows:

(d) Municipal Parking Lots. The following rules and regulations shall apply to all municipal parking lots:

1. The parking of commercial vehicles shall be prohibited. For purposes of this Section, commercial vehicles are hereby described as vehicles registered under the Illinois Vehicle Code with "B" license plates.
2. No motor vehicle shall be parked in excess of 24 hours, except that overnight parking is permitted for any vehicle displaying a valid Village-issued overnight parking permit. Any vehicle that remains in a municipal parking lot for a period in excess of 48 hours without a valid permit is hereby declared to be an abandoned vehicle and ~~the vehicle~~ may be towed in accordance with the provisions of the Illinois Motor Vehicle Code, (Chapter 625 ILCS 5/4-202). Overnight parking permits shall be obtained through the Village's online application process. Any individual in violation of this Section shall be fined pursuant to Appendix A of this Code.
3. No person or owner shall park a motor vehicle in a municipal parking lot or within any public right of way for the principal purposes of displaying it for sale, as signage, or for washing, greasing or repairing such vehicle, except repairs necessitated to be an emergency.
4. No motor vehicle defined as "junk vehicle" in accordance with the provisions of Section 12.08 shall be parked at any time in the municipal parking lot. Any and all junked motor vehicles shall be subject to being towed by the Village immediately without notice to the owner and shall be impounded in accordance with the provisions of Section 12.08(e).
5. No motor vehicle commonly used for camping and no camping trailer as defined by the Illinois Vehicle Code shall be parked in a municipal parking lot overnight.
6. No motor vehicle over eight (8) tons (16,000 lbs.) may enter the municipal parking lot, except for permitted authorized vehicles. Any individual in violation of this Section shall be fined pursuant to Appendix A of this Code.

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: _____

ORDINANCE NO. 2026-__

An Ordinance Amending Chapter 15 Traffic, Section 15.10(a) Speed Limits 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 15.10(a) Speed Limits, of the Richmond Municipal Code, shall be amended with the underlined text being added and the stricken text being deleted as follows:

15.10 SPEED LIMITS.

(a) Speed Limits. Except as provided herein, the speed limit for all residential streets in the Village shall be 20 miles per hour. The following speed limits shall be observed on the designated roadways within the Village:

20 miles per hour

Broadway Street from East Street to the 6000 block of Broadway Street
Commercial Street from Liberty Street to Ami Drive

30 miles per hour

Ami Drive from Main Street (U.S. Route 12) to the 5900 block of Ami Drive
Broadway Street from the 6000 block to the 6100 block of Broadway Street
Commercial Street from Ami Drive to Main Street (U.S. Route 12)
Main Street (U.S. Route 12) from May Avenue to the 10400 block of Main Street (U.S. Route 12)

35 miles per hour

Kenosha Street (Illinois Route 173) from the eastern limits to the 5800 block of Kenosha Street (Illinois Route 173)
Main Street (U.S. Route 12) from the 10900 block to the 10400 block of Main Street (U.S. Route 12)
Main Street (U.S. Route 12) from May Avenue to Prospect Street

40 miles per hour

Broadway Street from the 6100 block to Kenosha Street (Illinois Route 173);
Main Street (U.S. Route 12) from Burlington Road to the 10900 block of Main Street (U.S. Route 12)

45 miles per hour

Burlington Road from Main Street (U.S. Route 12) to the 11500 block of Burlington Road
Kuhn Road from Main Street (U.S. Route 12) to the 4200 block of Kuhn Road
Main Street (U.S. Route 12) from the Village's northern limits to Burlington Road
Main Street (U.S. Route 12) from Prospect Street to Hill Road
Tryon Grove Road from Main Street (U.S. Route 12) to the 6100 block of Tryon Grove Road
Main Street (U.S. Route 12) from Hill Road to Tryon Grove Road

50 miles per hour

Main Street (U.S. Route 12) from Tryon Grove Road to the Village's eastern limits
Illinois Route 31 from Main Street (U.S. Route 12) to the 8300 block of Illinois Route 31

55 miles per hour

~~Burlington Road from Main Street (U.S. Route 12) to the 11500 block of Burlington Road~~
Tryon Grove Road from the 6100 block to the 6500 block

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: 3/12/2026

Purchase Order No. PW 2027-1

Project: 2026 Contracted Mowing Services	Department/Location: Various locations throughout Village
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Owner/Customer	Contractor/Vendor	Project Manager/Supervisor
Village of Richmond 5800 Hunter Drive Richmond, Illinois 60071 Phone: (815) 678-4040	Langton Group 4510 Dean Street Woodstock, Illinois 60098 Phone: 815-276-9809 Contact: Ivy Sagrado	Village of Richmond 5600 Hunter Drive Richmond, IL 60071 Phone: (815) 678-4040 Contact: Jon Schmitt

SCOPE OF WORK AND PRICING:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	UNIT PRICE	EXTENSION
28 weeks		weekly mowing of sites # 1 thru 27	\$805.29	\$22,548.19
15 weeks		Bi-weekly ROW mowing of sites # 28 thru 33	\$317.81	\$4,767.08
15 weeks		Bi-weekly ROW mowing sites # 34A & # 34B (Burlington Road ROW)	\$59.99	\$899.81
			NOT TO EXCEED TOTAL	\$28,215.08

NOTE: Bid received through McHenry County Partnering Initiative (McMPI) lead by McHenry County

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 as "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:

VILLAGE OF RICHMOND

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

By _____
Jon Schmitt, Director of Public Works

Date: _____

Title: _____

Date: _____