

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

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ANNOUNCEMENTS/REQUESTS:
  - a. LRS Spring Curbside Leaf Vacuuming, Friday, May 15<sup>th</sup>
5. PUBLIC COMMENTS
6. UNFINISHED BUSINESS: None
7. CONSENT AGENDA:
  - a. Motion to approve the Regular Board Minutes for April 16, 2026
  - b. Motion to approve Fiscal Year 2027 Appointments by Village President
  - c. Motion to approve the Amended Fiscal Year 2027 Meeting Dates to Include the Plan Commission
  - d. Motion to approve & authorize the Village President to sign the George Roach & Associates Fiscal Year 2027 Financial Consulting Contract not to exceed \$5,000.00
  - e. Motion to approve & authorize the Village President to sign the GWA Audit Letter of Understanding for year ending April 30, 2026 not to exceed \$22,250.00
  - f. Proclamation announcing National Police Week, May 11-16, 2026
  - g. Proclamation announcing National Public Works Week, May 17-23, 2026 "Rooted in Service, Powered by Community"
  - h. Proclamation announcing ALS Awareness Month, May 2026
  - i. Motion to authorize the Police Chief to expend Police fund for items within the FY27 budget that exceeds purchasing authority for the following items/services, at not to exceed amounts and waive formal bid process:
    - \$90,427.00 Dispatching Services (By Contract)
    - \$69,576.00 Police Vehicle (Purchased thru State Bid)
    - \$21,000.00 Flock Cameras
    - \$15,000.00 Police Radio's
    - \$8,500.00 Data Storage for Body Cameras
  - i. Motion to authorize the Village Clerk to spend Administrative funds for items within the FY27 budget that exceeds purchasing authority for the following items/services, at not to exceed amounts and waive formal bid process:
    - \$35,160.00 Replacement of (2) Furnaces
    - \$5,000.00 ClearForms Workflow Software
  - j. Motion to authorize the Supt. of PW to spend funds for items within the FY27 budget that exceeds purchasing authority for the following items/services, at not to exceed amounts and waive formal bid process:
    - \$75,000.00 Truck Replacement with Snow Plow (Streets)

- \$28,500.00 Sidewalk Maintenance Repairs (Streets)
  - \$20,316.00 Salt (Purchased thru Lake/McHenry County Bid) (Streets)
  - \$15,000.00 Contracted Tree Service Tree Removal Misc. (Streets)
  - \$15,500.00 Painting Cotting Park Pavilion (Parks)
  - \$30,000.00 Maintenance Utility Lines (Water)
  - \$45,000.00 Sanitary Sewer Main Line Repair due to Infiltration (Sewer)
  - \$30,000.00 Installation of Kuhn Rd. Standby Generator Replacement (Sewer)
  - \$25,000.00 SCADA Workstation Upgrade at Wastewater Treatment Plant (Sewer)
  - \$25,000.00 Sanitary Sewer Collection System-Jetting & Televising (Sewer)
  - \$16,000.00 Aerator Bearing Replacement at Wastewater Treatment Plant (Sewer)
  - \$15,000.00 Repair Drive Unit on Clarifier at Wastewater Treatment Plant (Sewer)
- k. Motion to authorize the Chair of the Community Development Committee to spend funds for items within the FY27 budget that exceeds purchasing authority for the following items/services, at a not to exceed amounts:
- \$10,000.00 CDC Façade/ADA Program
- l. Motion to approve the Agreement for the FY26 Façade/ADA Improvement Program with Anderson's Candy Shop located at 10301 N Main St., which includes payment in a not to exceed amount of \$10,000.00 upon completion of improvement and authorizing the Village President to sign said Agreement
- m. Motion to approve the Agreement for the FY26 Façade/ADA Improvement Program with Olive Black Martini Lounge located at 5607 Broadway St., which includes payment in a not to exceed amount of \$10,000.00 upon completion of improvement and authorizing the Village President to sign said Agreement
- n. Motion to approve a Resolution of the Village of Richmond in Support of Municipal Housing Authority
8. NEW BUSINESS:
- a. Motion to approve an Ordinance Amending Chapter 5, Waterworks and Sewage System, Regarding Section 5.03(a)(2) Water Service Rates and Section 5.03(c)(1) Sewer Service of the Richmond Municipal Code
  - b. Motion to approve a Petition for Reclassification and Zoning Map Amendment by Aratlakov Empire, LLC relating to 5700 Walnut Street for change of zoning from Industrial (T-6) to General Business (GB) to allow a Membership Sport and Recreation Club
  - c. Motion to approve a Petition for Text Amendments by the Village of Richmond Sections 1.3.3, 4.2.6, 4.6.1, 5.2.1, 6.2.2, and 6.5.1
  - d. Motion to approve the Rider for the KLM Development Agreement
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: 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)), Litigation (5 ILCS 120/2(c)(11)), Approval/Semi-Annual Review of Closed Session Minutes (5 ILCS 120/2(c)(21))

13. ACTION RESULTING FROM CLOSED SESSION

14. ADJOURNMENT

POSTED: May 1, 2026



# Village of Richmond

INCORPORATED 1872

## FY 2027 APPOINTMENTS BY VILLAGE PRESIDENT

VILLAGE TREASURER	THOMAS SCHIMMING (EXPIRES 4/30/2027)
VILLAGE ATTORNEY	BRANDY QUANCE/ZRFM (EXPIRES 4/30/2027)
VILLAGE PROSECUTOR	ZUKOWSKI, ROGERS, FLOOD & MCARDLE (EXPIRES 4/30/2027)
VILLAGE ADJUDICATION PROSECUTOR	STEVEN MCARDLE (EXPIRES 4/30/2027)
ADMINISTRATIVE LAW JUDGE	HENRY TONIGAN (EXPIRES 4/30/2027)
SUPERINTENDENT OF PUBLIC WORKS	JON SCHMITT (EXPIRES 4/30/2027)
VILLAGE ENGINEERS	BAXTER & WOODMAN (EXPIRES 4/30/2027)
ZONING HEARING OFFICER	TIM HARTNETT (EXPIRES 4/30/2027)
PLAN COMMISSION (5 Yr. Term; Chair 1-Yr.)	LAURI OLSON-AS CHAIR (EXPIRES 4/30/2027) LAURI OLSON-AS MEMBER (EXPIRES 4/30/2031) CARIN HORN (EXPIRES 4/30/2029) JOAN JUNG (EXPIRES 4/30/2032) BRIAN DUNLAVY (EXPIRES 4/30/2030)
POLICE CHIEF/VILLAGE ADMINISTRATOR/ DEVELOPMENT ADMIN. OF UDO	CIRO CETRANGOLO (EXPIRES 4/30/2027)
POLICE COMMISSION (3 Yr. Term)	KEN WERZEK (EXPIRES 4/30/2029)



# Village of Richmond

FISCAL YEAR 2027  
 REGULAR MEETING DATES  
 MAY 1, 2026-APRIL 30, 2027  
 \*AMENDED

Meetings are held in the Conference or Board Room  
 in the Village Hall located at 5600 Hunter Drive, Richmond IL 60071

VILLAGE BOARD MEETING DATES FY 2027		
7:00 PM	THURSDAY	
MAY	7	21
JUNE	4	18
JULY	2	16
AUG	6	20
SEPT	3	17
OCT	1	15
NOV	5	19
DEC	3	17
JAN	7	21
FEB	4	18
MAR	4	18
APR	1	15

COMMUNITY DEVELOPMENT COMMITTEE MEETING DATES FY 2027	
4:00 PM	MONDAY
MAY	18
JUNE	15
JULY	13
AUG	17
SEPT	14
OCT	12
NOV	16
DEC	14
JAN	18
FEB	15
MAR	15
APR	12

*PLAN COMMISSION MEETING DATES FY 2027	
6:00 PM	THURSDAY
JULY	23
OCT	22
JAN	28
APR	22

POLICE COMMISSION MEETING DATES FY 2027	
6:00 PM	MONDAY
MAY	11
JUNE	8
JULY	6
AUG	10
SEPT	7
OCT	5
NOV	9
DEC	7
JAN	11
FEB	8
MAR	8
APR	5

The Plan Commission and Hearing Officer meet as needed.



January 27, 2026

To the President and Members of  
the Board of Village of Richmond  
Richmond, Illinois

We are pleased to confirm our understanding of the services we are to provide Village of Richmond for the year ended April 30, 2026.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the disclosures, which collectively comprise the basic financial statements of Village of Richmond as of and for the year ended April 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village of Richmond's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village of Richmond's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Statements
- 3) Schedule of Changes in Net Pension Liability and Related Ratios
- 4) Schedule of Pension Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the Village of Richmond's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

- 1) Budgetary Comparison Statements For Proprietary Funds

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of the financial statements does not relieve you of your responsibilities.

### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

Significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village of Richmond's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of

the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

#### **Other Services**

We will also prepare the financial statements of the Village of Richmond in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of GW & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Cognizant Agency or Oversight Agency for Audit or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of GW & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to aforementioned parties or their designees. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

John Wysocki is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on a mutually agreed upon date.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$22,250 (\$24,250 if Governmental Auditing Standards audit is required). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses

and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

**Reporting**

We will issue a written report upon completion of our audit of Village of Richmond's financial statements. Our report will be addressed to the President and Members of the Board of Village of Richmond. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Village of Richmond and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

*GW & Associates, P.C.*

GW & Associates, P.C.

**RESPONSE:**

This letter correctly sets forth the understanding of Village of Richmond

Management signature: \_\_\_\_\_

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

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

Governance signature: \_\_\_\_\_

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

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



Accounting • Auditing • Consulting

44 N. Walkup Ave.  
Crystal Lake, IL 60014  
T: 815-459-0700  
GRA-CPA.com

March 28, 2026

To the President and Members of the Board  
Village of Richmond  
5600 Hunter Drive  
Richmond, IL 60071

Dear Ms. Wardanian:

This letter confirms our mutual understanding with respect to the engagement of George Roach & Associates, P.C. (hereinafter "firm", "we", or "us") by Village of Richmond, IL (hereinafter "client" or "you") to provide professional accounting advisory and consulting services.

We will provide consulting and advisory services to the Village as requested. Typically, the consulting process involves some combination of activities relating to determination of client objective, fact-finding, definition of the problems or opportunities, evaluation of alternatives, formulation of proposed action, communication of results, implementation, and follow-up. Most often these services are to provide counsel in a short time frame, based mostly, if not entirely, on existing personal knowledge about the client, the circumstances, the technical matters involved, client representations, and the mutual intent of the parties. Examples of advisory services are an operational review and improvement study, analysis of an accounting system, assistance with strategic planning, comparison of documents, schedules, or analyses with certain specified attributes, performance of mathematical computations, performance of specific procedures on work performed by others, and definition of requirements for an information system. Any prepared statements are for management use and analysis only, we express no opinion or express any assurance on the information provided. The implementation and conduct of the management of the Village is solely, the responsibility of the Village. The sufficiency of any implementation and management of the procedures is solely the responsibility of the Village.

The client shall upon the receipt of written notice indemnify and hold the firm and its affiliates, and their partners, principals, and personnel, harmless against all costs, fees, expenses, damages, and liabilities (including legal defense costs) associated with any third-party claim arising from or relating to any misrepresentation to firm by the Client or the withholding or concealment of information from the firm by the client. In addition, the Client shall upon receipt of written notice indemnify and hold the firm and its affiliates, and their partners, principals and personnel, harmless against all punitive damages associated with any third-party claim arising from or relating to: (i) any services, work product, or deliverables from the firm that the Client or its management uses or discloses to others; or (ii) this engagement generally. The terms of this paragraph shall apply regardless of the nature of any claim asserted (including those arising from contract law, statutes, regulations, or any form of negligence of the Client, whether arising out of tort, strict liability, or otherwise) and whether or not the firm was advised of the possibility of the damage or loss asserted. These terms shall also continue to apply after any termination of this agreement by either party and during any dispute between the parties.

With respect to any services, work product, or other deliverables hereunder, or this engagement generally, the firm's liability to the Client shall in no event exceed the fees that it receives for the portion of the work giving rise to liability, nor shall the firm's liability include any special, consequential, incidental, or exemplary damages or loss, including any lost profits, savings, or business opportunity. The limitation on liability provisions of this engagement letter will apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise. The parties' agreements and undertakings contained in this engagement letter, such as those pertaining to the limitation on liability, will survive the completion or termination of this engagement. The parties agree that their rights and obligations hereunder will be construed and governed under the laws of the State of Illinois.

Either party may terminate this engagement, with or without cause, by providing a written 30 day notice to the other party. In the event of early termination for any reason, the client will be invoiced and agrees to remit payment for time and expenses incurred up to the end of the notice period together with reasonable time and expenses incurred to bring the engagement to a close in a prompt and orderly manner. Neither the client nor the firm shall have any liability to the other for any loss or consequential damage arising from early termination by either the client or the firm.

George Roach is the engagement partner for the services specified in this letter. His responsibilities include supervising the Firm's services performed as part of this engagement.

Prior to preparation and execution of this engagement letter, we discussed with you the fact that we provide clients with attest and accounting services, as well as services specifically focused on identifying and addressing weaknesses in internal controls (internal control review), and on searching for the existence of fraud within your company (fraud audit). We further explained the additional costs associated with such different levels of service. After consideration of such services, you have informed us that you wish to retain us to perform the agreed upon procedures services described in this letter.

Our engagement cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud or defalcations, which may exist. However, we will inform you of any such matters that come to our attention. Further, our engagement is not designed to provide assurance on internal controls or to identify reportable conditions, that is, significant deficiencies or material weaknesses in the design or operation of internal control. Accordingly, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement, and our engagement cannot be relied upon to disclose the same. However, during the procedures, if we become aware of such reportable conditions, we will communicate them to you.

By your signature below, you acknowledge that you are responsible for management decisions and functions. That responsibility includes designating qualified individuals with the necessary expertise to be responsible and accountable for overseeing all the services we perform as part of this engagement, as well as evaluating the adequacy and results of the services performed. You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

We plan to begin our procedures upon the acceptance date of the Village and, unless unforeseeable problems are encountered, the engagement shall terminate April 30, 2027. To facilitate the timely completion of the engagement contemplated in this letter, you authorize us to send to or receive from you certain information, including correspondence via electronic means (i.e., email, DropBox, etc.). This authorization extends to the electronic transmission of information to or from any third parties we may engage to assist us in the engagement. The text of such correspondence, as well as any attachments thereto such as draft or final financial statements or other documents, may contain information of a sensitive nature. We represent to you that we have made a good faith effort to ensure that the security of our information technology infrastructure and our policies and procedures for handling client information meet customary standards. However, due to the inherent limitations of currently available security systems, we cannot provide absolute assurance that any information transmitted to or from us via electronic means will not be compromised as a result of unauthorized access to our files. As such, you agree to hold us harmless with respect to any loss you may suffer as a result of such compromise.

All documentation for this engagement remains the property of firm and constitutes confidential information.

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis. In the event we receive a subpoena or summons requesting that we produce documents from this engagement or testify about the engagement, we will notify you prior to responding to it if we are legally permitted to do so. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate to protect information from discovery. If you take no action within the time permitted for us to respond or if your action does not result in a judicial order protecting us from supplying requested information, we may constitute your inaction or failure as consent to comply with the request. Time incurred in connection with subpoenas, and/or other related legal matters involving you, and or your account, will be billed at our normal per diem rates.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Our fees for this work is estimated on 12 hours of billable time on a quarterly basis at our regular hourly rates or not to exceed \$1,250 per quarter, whichever is less. Payment for service is due when rendered, and interim billings may be submitted as work progresses and expenses are incurred. Billings become delinquent if not paid within 30 days of the invoice date. If billings are not paid within 30 days of the invoice date, at our election, we may stop all work until your account is brought current, or we may withdraw from this engagement. The Village acknowledges and agrees that we are not required to continue work in the event of the Village's failure to pay on a timely basis for services rendered as required by this engagement letter. The Village further acknowledges and agrees that in

the event we stop work or withdraw from this engagement as a result of Village's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable to the Village for any damages that occur as a result of our ceasing to render services.

We do not require a retainer as billing will be due at the end of each quarterly period.

At the conclusion of this engagement, we will return all original records you supplied to us. Your company records are the primary records for your operations and comprise the backup and support for your financial reports and tax returns. Our records and files are our property and are not a substitute for your own records. Our firm destroys our client files and all pertinent work papers after a retention period of 5 years, after which time these items will no longer be available. Catastrophic events or physical deterioration may result in our firm's records being unavailable. You should make and retain copies of original records given to us which may be needed after our retention period (e.g. basis information, agreements). By your signature below, you acknowledge and agree that upon the expiration of the 5-year period the firm shall be free to destroy our records relating to this engagement.

Parties to this engagement agree that any dispute that may arise regarding the meaning, performance or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation upon the written request of any party to the engagement subject to the selection of a mutually agreed upon mediator. All mediations initiated as a result of this engagement shall be administered pursuant to the mediation rules of the American Arbitration Association (AAA). The results of this mediation shall be binding only upon agreement of each party to be bound. Each party shall bear its own costs of any mediation proceeding. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation solely to determine the prevailing party's identity for purposes of the award of reasonable attorney's fees and costs. If any portion of this agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this engagement letter. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the State of Illinois.

If mediation fails to resolve the dispute or claim, the parties hereby agree to submit any action, claim or counterclaim whether based in contract, tort, statutory rights or otherwise to the Superior Court of the State of Illinois. The parties also agree that the laws of the State of Illinois shall govern all legal proceedings arising from this engagement.

The parties signing this engagement letter authorize and represent that they have the legal authority to bind the firm and/or Village listed on this contract. All parties to this agreement acknowledge and agree that facsimile, electronic and multi-party signatures used to execute this document will legally bind each party to the terms of this agreement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

We are looking forward to working with you on this engagement.

Very truly yours,

*George Roach & Associates, P.C.*

George Roach, MBA CPA  
George Roach & Associates, P.C.

APPROVED AND AUTHORIZED:

By: \_\_\_\_\_

Dated: \_\_\_\_\_



PROCLAMATION#2026-\_\_

National Police Week  
May 11-16, 2026



**WHEREAS**, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Richmond Police Department; and

**WHEREAS**, since the first recorded death in 1786, there are currently more than 24,500 law enforcement officers in the United States that have made the ultimate sacrifice and been killed in the line of duty; and

**WHEREAS**, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC; and

**WHEREAS**, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 38<sup>th</sup> Candlelight Vigil, on the evening of May 13, 2026; and

**WHEREAS**, the Candlelight Vigil is part of the National Police Week, which will be *observed* this year May 11<sup>th</sup>-16<sup>th</sup>; and

**WHEREAS**, May 15<sup>th</sup> is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and the U.S. flags should be flown at half-staff.

**NOW, THEREFORE**, be it resolved that the Village of Richmond Corporate Authority, will observe May 11-16, 2026, as National Police Week in the Village of Richmond, and publicly salutes the service of law enforcement officers in our community and in communities across the nation. We encourage the citizens of the Village of Richmond to show gratitude and respect to police officers in the Village and everywhere, at all times, but especially during this week.

**PROCLAIMED AND DATED** this 7th day of May, 2026.

\_\_\_\_\_  
Toni Wardanian, Village President

ATTEST:

\_\_\_\_\_  
Karla L. Thomas, Village Clerk



PROCLAMATION#2026-\_\_

**National Public Works Week  
May 17-23, 2026  
"Rooted in Service, Powered by  
Community"**



**WHEREAS**, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of the Village of Richmond; and,

**WHEREAS**, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

**WHEREAS**, it is in the public interest for the citizens, civic leaders, and children in the Village of Richmond to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

**WHEREAS**, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association.

**NOW, THEREFORE**, be it resolved that I, Toni Wardanian, President of the Village of Richmond, McHenry, County, do hereby designate the week of May 17–23, 2026, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

**PROCLAIMED AND DATED** this 7th day of May, 2026.

\_\_\_\_\_  
Toni Wardanian, Village President

(SEAL)  
ATTEST:

\_\_\_\_\_  
Karla L. Thomas, Village Clerk

**VILLAGE OF RICHMOND**  
**PROCLAMATION#2026-04**  
**ALS Awareness Month**  
**May 2026**

**WHEREAS**, Amyotrophic Lateral Sclerosis (ALS), or Lou Gehrig's disease, is a neurodegenerative disease that robs people of their ability to walk, talk, eat, and breathe. Some persons living with ALS can also develop Frontotemporal Lobe Dementia (FTD), and

**WHEREAS**, ALS causes nerve cells (motor neurons) in the brain and spinal cord to die, leading to paralysis and death, usually from respiratory failure. It is fatal. There is no cure, and

**WHEREAS**, estimates vary and the disorder is often misdiagnosed or takes months to years to be diagnosed since it is often a diagnosis by exclusion. At any time, there are 6,000 Americans living with ALS, and

**WHEREAS**, the symptoms of Amyotrophic Lateral Sclerosis can include, gait and balance difficulties, speech and swallowing difficulties, muscle atrophy and stiffness, muscle spasms and fasciculation, paralysis, respiratory challenges, and a variety of other symptoms that can have a serve impact on an individual's quality of life and life expectancy, and

**WHEREAS**, ALS is typically rapid in its progression, with most persons with ALS only surviving 2-5 years from the date of diagnosis, and

**WHEREAS**, ALS is 90% sporadic (no family history) with 10% connected to a singular hereditary gene, and

**WHEREAS**, there are thousands of family caregivers, friends, and loved ones who lives are greatly affected by Amyotrophic Lateral Sclerosis, and

**WHEREAS**, additional research, support services, and education are needed to maintain quality of life for those affected by the disease, reduce delays to diagnosis and access to proper care, lead to better treatments, and find cures for Amyotrophic Lateral Sclerosis, and

**WHEREAS**, the establishment of the month of May 2026 as "Amyotrophic Lateral Sclerosis Awareness Month" will benefit patients, families, health care professionals, and communities across the country and further bolster awareness of the diseases:

**NOW, THEREFORE**, be it resolved that I, Toni Wardanian, President of the Village of Richmond, do recognize the month of May 2026, as ALS Awareness month in the Village of Richmond.

**PROCLAIMED AND DATED** this 7th day of May, 2026.

\_\_\_\_\_  
Toni Wardanian, Village President

ATTESTED:

\_\_\_\_\_  
Karla L. Thomas, Village Clerk

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

**A RESOLUTION OF THE VILLAGE OF RICHMOND  
IN SUPPORT OF MUNICIPAL HOUSING AUTHORITY**

**WHEREAS**, the Village of Richmond (Village) has the responsibility to promote public health, safety and general welfare by regulating land use, density and development standards within the Village; and

**WHEREAS**, the Village recognizes that municipal authority of land use and zoning is a means to address separating incompatible land uses, protecting property values, managing traffic flow, ensuring adequate infrastructure and guiding orderly community growth; and

**WHEREAS**, the Village reiterates that community-led policies for land use and zoning are not causing a crisis of housing affordability or availability; and

**WHEREAS**, land use and zoning decisions are appropriately made at the local level by municipal officials familiar with the unique characteristics of the Village; and

**WHEREAS**, the President and Board of Trustees of the Village of Richmond find that the existing municipal authority for land use and zoning is essential for the continuing community vitality of the Village.

**NOW, THEREFORE**, be it resolved by the President and Board of Trustees of the Village of Richmond as follows:

**Section 1.** The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

**Section 2.** The Village urges the Illinois General Assembly and Governor to preserve municipal authority for land use and zoning in its current form without additional restrictions on municipal governments and the communities they serve.

**Section 3.** The Village clerk shall forward a copy of this Resolution to the Illinois Municipal League.

**PASSED and APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

AYES:  
NAYS:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
**Toni Wardanian, Village President**

**ATTEST:**

\_\_\_\_\_  
**Karla L. Thomas, Village Clerk**

**ORDINANCE NO. 2026-\_\_**

*An Ordinance Amending Chapter 5, Waterworks and Sewage System, Regarding Section 5.03(a)(2) Water Service Rates and Section 5.03(c)(1) Sewer Service 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: Sub-paragraph 2 in Section 5.03(a), Water Service, of the Richmond Municipal Code shall be amended to read as follows:

2. Over 4,000 gallons, cost per 1,000 gallons ~~\$2.00~~ 2.75 quarterly

SECTION 2: Sub-paragraph 1 in Section 5.03(c), Sewer Service, of the Richmond Municipal Code shall be amended to read as follows:

1. Effective 5/7/2026 each domestic metered user who discharges domestic waste the rate shall be \$10.00 per 1,000 gallons, after a minimum billing of 4,000 gallons at ~~\$81.12~~ 80.00.

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.

AYE:  
NAY:  
ABSENT:  
ABSTAIN:

APPROVED:

\_\_\_\_\_  
Toni Wardanian, Village President

(SEAL)  
ATTEST: \_\_\_\_\_  
Karla L. Thomas, Village Clerk

Passed: \_\_\_\_\_  
Approved: \_\_\_\_\_  
Published: \_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF McHENRY ) SS  
VILLAGE OF RICHMOND )

IN THE MATTER OF THE APPLICATION )  
OF ARATLAKOV EMPIRE LLC )  
FOR A RECLASSIFICATION AND ZONING )  
MAP AMENDMENT OF THE ZONING MAP )  
OF THE VILLAGE OF RICHMOND ZONING )  
ORDINANCE, McHENRY COUNTY, ILLINOIS. )

ZONING APPLICATION  
PETITION FOR RECLASSIFICATION AND ZONING MAP AMENDMENT

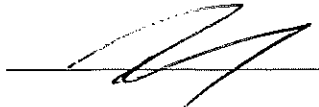
1. PETITIONER'S NAME: ARATLAKOV EMPIRE, LLC
2. NAME AND TITLE HOLDER OF RECORD: ARATLAKOV EMPIRE, LLC
3. NAME OF OTHER INTERESTED PARTIES: N/A
4. CONTRACT PURCHASER: N/A
5. STREET ADDRESS OF THE PROPERTY: 5700 WALNUT ST, RICHMOND IL 60071
6. LEGAL DESCRIPTION OF PROPERTY: See attached.
7. PERMANENT TAX INDEX NUMBER OF THE PROPERTY: 04-09-177-015
8. TOWNSHIP THE PROPERTY IS LOCATED IN: Richmond Township
9. GENERAL LOCATION OF THE PROPERTY WITH REFERENCE TO ROADS,  
LANDMARKS, INTERSECTIONS, ETC.: NORTH OF W FRONT ST, WEST OF COMMERCIAL ST, WESTERN END OF  
WALNUT ST AND EAST OF MCHENRY COUNTY CONSERVATION PRAIRIE TRAIL,  
METRA EASEMENT.
10. ACREAGE OR SIZE OF PROPERTY: 2.18 ACRES
11. GENERAL SHAPE OF THE PROPERTY INCLUDING FRONTAGE DEPTH, SHAPE AND  
APPROXIMATE DIMENSIONS: The property is A TRAPEZOID in shape with 64.7 feet on  
frontage along Walnut st and has a depth of 150-25 feet.
12. DESCRIPTION OF ANY IMPROVEMENTS ON THE PROPERTY INCLUDING BUILDING  
AND UTILITIES: IMPROVED INDUSTRIAL BUILDING WITH SEVERAL ADDITIONS, TWO STORY FRONT OFFICE WITH  
FORMER RESIDENTIAL UNIT ON SECOND FLOOR.
13. GENERAL TOPOGRAPHY OF THE PROPERTY INCLUDING A DESCRIPTION OF ANY  
SPECIAL FEATURES INCLUDING TREES, LAKES ETC.:  
IMPROVED LOT, GRAVEL PARKING AREA
14. PRESENT ZONING OF THE SUBJECT PROPERTY: T-6 INDUSTRIAL
15. PRESENT ZONING OF ALL SURROUNDING PROPERTIES:  
To the north - T-6 INDUSTRIAL  
To the south - T-6 INDUSTRIAL  
To the west - T-6 INDUSTRIAL  
To the east - T-6 INDUSTRIAL
16. PRESENT USE OF THE PROPERTY: VACANT

17. PRESENT USE OF SURROUNDING PROPERTIES AND PROPERTIES IN THE IMMEDIATE AREA, INCLUDING BUILDINGS, IMPROVEMENTS, ETC.:  
To the south- STORAGE FACILITY  
To the north- STORAGE FACILITY  
To the west- VACANT INDUSTRIAL BUILDING  
To the east- LEGAL NON-CONFORMING RESIDENTIAL, AUTO IMPOUNDMENT, STORAGE FACILITY
18. REQUESTED CHANGE OF CLASSIFICATION: The petitioners, <sup>ARATLAKOV</sup>EMPIRE LLC, request the change of zoning classification under the provisions of the zoning ordinance of the Village of Richmond to (Provide Detail as Attachment).
19. Petitioner further represents that the requested reclassification meets the standards established for such by the Village's Unified Development Ordinance said standards being such:
- A. That the standards listed in the section covering individual Special Uses have been met;
  - B. That the site shall be so situated that the proposed use is compatible with the existing or planned future development of the area;
  - C. That the establishment, maintenance or operation of the reclassification shall not be detrimental to or endanger the public health, safety, morals, comfort or general welfare of the neighboring vicinity;
  - D. That the Reclassification shall not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted;
  - E. That the Reclassification shall not substantially diminish and impair property value within the neighborhood and any adverse effects of noise, glare, odor dust, waste disposal, blockage of light or air, or other adverse environmental effects of a type or degree not characteristic of permitted uses in the zoning district have been appropriately controlled;
  - F. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided;
  - G. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion and hazard on the public streets;
  - H. That the Reclassification shall, in all other respects, conform to the applicable regulations of the Richmond Unified Development Ordinance for the district in which it is located;
  - I. That the proposed use is in harmony with any other element of compatibility pertinent in the judgement of the Village Board to the particular reclassification or its particular location.
20. A list of taxpayers abutting or adjoining the property owned by the Petitioner, as shown on the rolls of the County Assessor, is attached to this petition and made a part hereof and marked as "Exhibit 1".

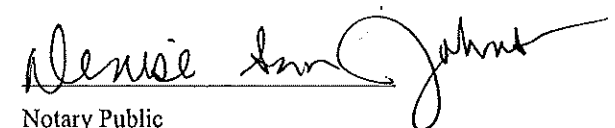
WHEREFORE, Petitioner prays that the Chairman of the Plan Commission set a day, time and place for hearing on the contents of this petition and, after the taking of evidence and the viewing of the exhibits as presented thereat, the Plan Commission will recommend to the Village Board the granting of the reclassification as stipulated in Article # 18 above.

Under penalties of perjury as provided by law, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and as to such matters, the undersigned certifies as aforesaid that he verily believes the same to be true.

Aratlakov Empire, Owner

 Contract Purchaser

Subscribed and sworn to before me  
this 8<sup>th</sup> day of April, 2026.

  
Notary Public



## NARRATIVE

The petitioner Aratiakov Empire LLC respectfully requests a reclassification and zoning map amendment of the property located at 5700 Walnut St, Richmond IL 60071 from T-6 Industrial to GB General Business to facilitate the adaptive reuse of a long-vacant industrial building into an indoor membership-based sports and recreation complex. The parcel, currently zoned for heavy industrial use, has remained unoccupied and visibly blighted for over a decade, contributing little to the vitality or economic activity of the surrounding area. The proposed reclassification to GB would allow for a more appropriate and beneficial use of the property, aligning with current land use trends and community needs. The envisioned recreational facility would provide a valuable amenity for residents, promote healthier lifestyles, and stimulate local economic development by creating jobs and attracting consistent foot traffic. This use is far less intensive than traditional industrial operations and more compatible with adjacent land uses. The proposed amendment supports the goals of revitalization, adaptive reuse, and sustainable community development, transforming an underutilized parcel into a productive asset.

Exhibit 1

ABUTTING PROPERTIES

NORTHEAST IL REG COMM RR CORP  
METRA REAL ESTATE DEPTREAL ESTATE MGR  
547 JACKSON BLVD  
CHICAGO IL 60661-5717

CLAUD S GORDON CO  
5710 KENOSHA ST  
RICHMOND IL 60071

MCHENRY STATE BK TR 12673  
DAVID SCHROEDER  
10719 COMMERCIAL ST  
RICHMOND IL 60071

JOHN B CONSTANCE OAF  
10617 COMMERCIAL ST  
RICHMOND IL 60071

ZAVALA GG, GUZMAN CML  
10715 COMMERCIAL ST  
RICHMOND IL 60071

PETER P EILEEN C OLSON  
10611 COMMERCIAL ST  
RICHMOND IL 60071

NATHANIEL AMBER NELLESSEN  
10709 COMMERCIAL ST  
RICHMOND IL 60071

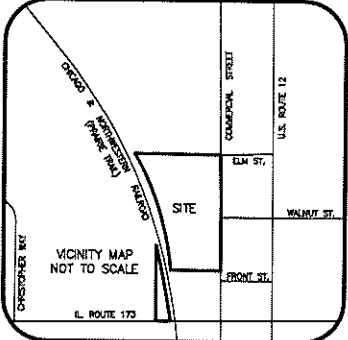
ROLLIN THUNDER EXPRESS  
10613 COMMERCIAL ST  
RICHMOND IL 60071

BALTASAR MARIA CONDE  
10705 COMMERCIAL ST  
RICHMOND IL 60071

JOSEPH P RIZZO  
5701 KENOSHA RD  
RICHMOND IL 60071

ATWOOD HAMLIN STORAGE LLC  
5614 KENOSHA ST  
RICHMOND IL 60071

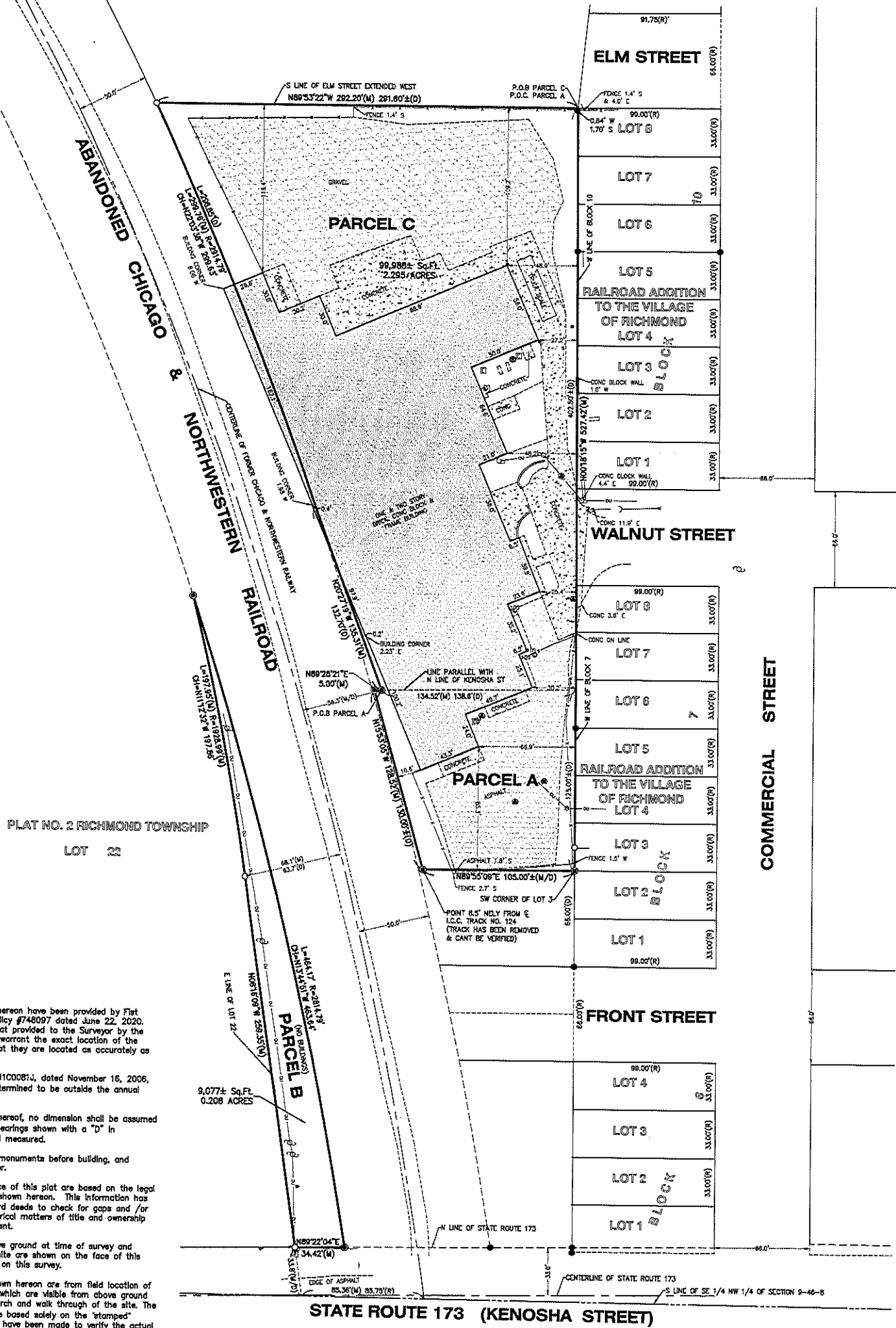
# ALTA/NSPS LAND TITLE SURVEY



**PARCEL A**  
 Part of the Southeast Quarter of the Northwest Quarter of Section 9, described as follows: Commencing at the Northwest corner of Lot 8 in Block 10 in Railroad Addition to the Village of Richmond; thence West along the extended South line of Elm Street, a distance of 291.60 feet, more or less, to a point distant 50.0 feet Northeast; measured at right angles, from the centerline of the main track of the Chicago and Northwestern Railway Company, as the same is now located; thence Southeast parallel with said main track centerline, a distance of 296.85 feet; thence Southeast in a straight line, a distance of 132.70 feet to a point distant 56.30 feet Northeast; measured radially, from said main track centerline, for the Place of Beginning of the parcel of land herein described; thence Easterly along a line parallel with the North line of Kenosha Street, a distance of 138.60 feet, more or less, to a point on the West line of Block 7 in said Railroad Addition; thence Southerly along the West line of said Block 7, a distance of 123.0 feet, more or less, to the Southwest corner of Lot 3 in said Block 7; thence Westerly along the West line of said Lot 3, a distance of 105.0 feet, more or less, to a point distant 8.5 feet Northeast; measured radially, from the centerline of said track of said Railway Company, known as I. C. Track No. 124, as the same is now located; thence Northwest parallel with said side track centerline, a distance of 130.0 feet, more or less, to an intersection with a line drawn parallel with the North line of Kenosha Street through the Place of Beginning; thence Easterly parallel with said line of Kenosha Street to the Place of Beginning, in Township 46 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois.

**PARCEL B**  
 Part of the Southeast Quarter of the Northwest Quarter of Section 9, which lies Westerly of a line parallel with and distant 50.0 feet Westerly, measured radially from the centerline of the main track of the Chicago and Northwestern Railway Company, as the same is now located across said Section 9, and which lies Easterly of the Easterly line of Lot 22 of Plat No. 2, Richmond Township, as shown on County Clerk's Plat of the North Half of aforesaid Section 9, recorded in the Office of the County Recorder for McHenry County, Illinois, on March 17, 1943 as Instrument No. 168357, in Township 46 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois.

**PARCEL C**  
 That part of the Southeast Quarter of the Northwest Quarter of Section 9, Township 46 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at the Northwest corner of Lot 8 in Block 10 in Railroad Addition to Richmond, according to the Plat thereof recorded October 25, 1854 in Book 10 of Deeds, page 290, and running thence West along the extended South line of Elm Street, 291.60 feet, more or less, to a point distant 50.0 feet Northeast at right angles from the centerline of the main track of the Chicago and Northwestern Railway Company; thence Southeast parallel with said railway centerline, 296.85 feet to a point; thence Southeast in a straight line, 132.70 feet to a point distant 56.30 feet Northeast at right angles from said railway centerline; thence East parallel with the North line of Kenosha Street, 138.60 feet, more or less, to the West line of Block 7 in said railroad addition; thence North along the West line of said Block 7 and the same extended (across Walnut Street) and along the West line of said Block 10 in said railroad addition, a distance of 402.50 feet, more or less, to the Place of Beginning, in McHenry County, Illinois.



**SURVEYOR'S NOTES**

- The legal description and utility easements shown hereon have been provided by Flat American Title Insurance Company, Commitment policy #748097 dated June 22, 2020. The title information shown hereon is exclusively that provided to the Surveyor by the Title Insurer or the client. The Surveyor does not warrant the exact location of the Utility Easements shown hereon, but does state that they are located as accurately as possible from the information provided.
- Based on Flood Insurance Rate Map, Panel No. 17111C0081J, dated November 16, 2006, the subject property lies within Zone "X", areas determined to be outside the annual chance of floodplain.
- Distances are marked in feet and decimal places thereof, no dimension shall be assumed by scale measurement hereon. Distances and/or bearings shown with a "D" in parentheses (D) are record or deed values, not field measured.
- Compare this plat, legal description and all survey monuments before building, and immediately report any discrepancies to the surveyor.
- The location of the property lines shown on the face of this plat are based on the legal description contained in the title commitment and shown hereon. This information has been furnished by the client and compared to record deeds to check for gaps and/or overlaps. However, this survey may not reflect historical matters of title and ownership that have not been disclosed by the title commitment.
- Only the improvements which were visible from above ground at time of survey and through a normal search and walk through of the site are shown on the face of this plat. Lawn sprinkler systems, if any, are not shown on this survey.
- Manholes, inlets and other utility rims or grates shown hereon are from field location of such, and only represent such utility improvements which are visible from above ground survey at the time of survey, through a normal search and walk through of the site. The labeling of these manholes (sanitary, water, etc) are based solely on the "stamped" markings on the rim. No underground observations have been made to verify the actual use or existence of underground utilities.
- Surface indications of utilities on the surveyed parcel have been shown. Underground and offsite observations have not been made to determine the extent of utilities serving or existing on the property, public and/or private records have not been searched to provide additional information. Overhead wires and poles (if any) have been shown, however their function and dimensions have not been shown.
- This survey may not reflect all utilities or improvements, if such items are hidden by landscaping, or are covered by such items as dumpsters or trailers or when the site was covered with snow. At the time of survey, the site was not covered by snow.
- Restrictions that may be found in local buildings and/or zoning codes have not been shown. Height and bulk restrictions (if any) have not been shown. Only those setback restrictions shown on the recorded subdivision plat or in the title commitment have been shown.
- Exceptions: 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 15, are not survey related.
- Exceptions: 3, 4, 13 & 14 are blanket in nature.

STATE OF ILLINOIS )  
 ) S.S.  
 COUNTY OF McHENRY)  
 Certified to: 1) Shortwonder, Inc.  
 2) James D. Myers  
 3) First American Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 3, 4, 7a, 8, & 20 of Table A thereof. The field work was completed on November 24th, 2020.

Dated this 25th day of November, A.D., 2020.  
 VANDERSTAPPEN LAND SURVEYING INC.  
 Design Firm No. 184-002792  
 WILLIAM J. VANDERSTAPPEN, 035-002708  
 PROFESSIONAL LAND SURVEYOR

CLIENT: IA BUSINESS ADVISORS  
 DRAWN BY: PJD CHECKED BY: WJV  
 SCALE: 1"=40' SEC. 09 T. 46 R. 08 E.  
 BASIS OF BEARING: ASSUMED  
 P.L.N.: 04-00-177-015  
 JOB NO.: 201003 I.D. ALT  
 FIELDWORK COMP.: 11/24/20 BY: PG  
 ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS UNLESS OTHERWISE NOTED



C. COMMERCIAL DESIGN GUIDELINES.

\*\*\*

2. Building Material and Colors.

- a. Primary exterior wall finishes shall be limited to brick, stone, simulated stone, stucco, wood siding, vinyl and/or aluminum siding (however, classic rib metal siding shall not be allowed). Exterior insulation and finish systems (EIFS) shall be limited to secondary use with other materials. EIFS shall not be used in the first three (3) feet above grade or exceed five-percent (5%) of the total building wall square footage. Other quality materials not on this list may be approved by the Village Board at its discretion, particularly when used in good design. Color palettes shall be neutral in nature, but colorful accents may be permitted.
- b. Any asphalt roof shingles shall be architectural grade, minimum 40year warranty. Other approved roof materials for sloped roofs include standing seam metal, wood shingles, shakes, slate or concrete tiles. Spanish mission style clay tiles shall be prohibited.

**The Petitioner requests certain text amendments relating to variations.**

2. That Article 4.6 Variations and Appeals, Section 4.6.1. Variations, Subsection D. Authorized Variations, of the Village's Unified Development Ordinance be amended to add the following underlined language:

4.6.1. Variations

\*\*\*

D. AUTHORIZED VARIATIONS.

1. The Village Board may grant variations from the regulations of this Title upon recommendation by the Hearing Officer or the Plan Commission after due notice and hearing as set forth in Section 4.6.1(C) and then only in accordance with the standards set out in Section 4.6.1(E) or Section 4.4.
2. The Hearing Officer may recommend variations from the regulations of this Title be granted, but only in accordance with the standards set out in Section 4.4.1(E), and may be granted only in the following instances, and in no others:
  - a. To vary the applicable lot area, lot width, and lot depth requirements, subject to the following limitations:
    1. The minimum lot width and lot depth requirements shall not be reduced more than twenty-five percent (25%).
    2. The minimum lot area for a single family or two-family dwelling shall not be reduced more than (20%).
    3. The minimum lot area per dwelling unit required for multiple family dwellings shall not be reduced so as to permit more dwelling units than would be permitted by

- strict application of minimum lot area requirements.*
- b. *To vary the applicable bulk regulations, including maximum height, lot coverage, building coverage and minimum yard requirements in Section 6.2.2, and lots standards, building placement standards and vertical standards in Section 6.5.1(A) and Section 6.5.1(B).*
  - c. *To vary the applicable off-street parking and off-street loading requirements contained in Article 6.7 of this Title, except those in Section 6.7.5, Schedule of Required Parking.*
  - d. *To vary the regulations relating to restoration of damaged or destroyed non-conforming structures contained in Article 3 of this Title.*
  - e. *To vary the regulations relating to signs contained in Article 6.8.*
3. *The Plan Commission may recommend variations from the requirements of this Title be granted but only in accordance with the standards set forth in Article 4.4 relating to the use, construction or alteration of buildings or structures, or the use of land.*

**The Petitioner requests certain text amendments relating to adding a special use.**

3. That Article 1.3 Definitions, Section 1.3.3. Definitions, of the Village's Unified Development Ordinance be amended to add the following underlined language:

**Gun Shop: shall mean a business of selling, transferring, bartering, or renting firearms and/or ammunition.**

4. That Article 5.2 Permitted Uses, Section 5.2.1. Table of Permitted Uses, Subsection 14 Retail Uses, of the Village's Unified Development Ordinance be amended to add Gun Shop as a special use in GB General Business District.

**The Petitioner requests certain text amendments to reclassify certain storage facilities from a permitted use to a special use.**

5. That Article 5.2 Permitted Uses, Section 5.2.1. Table of Permitted Uses, Subsection 15 Transportation & Utility Uses, of the Village's Unified Development Ordinance be amended to allow Truck Trailer Storage as a Special Use within the T6 District rather than a Permitted Use.

6. That Article 5.2 Permitted Uses, Section 5.2.1. Table of Permitted Uses, Subsection 17 Miscellaneous Uses, of the Village's Unified Development Ordinance be amended to allow Mini-warehouse, personal storage facilities as a Special Use within the T6 District rather than a Permitted Use.

**The Petitioner requests certain text amendments relating to accessory dwelling unit standards.**

7. That Article 5.2 Permitted Uses, Section 5.2.1. Table of Permitted Uses, Subsection 12 Residential Uses, of the Village's Unified Development Ordinance be amended to add Accessory Cottage/Office as a permitted use in R-1 Single-Family Residential District and E-1 Estate District.

8. That Article 6.2 Accessory Structures and Uses, Section 6.2.1. Accessory Structures and Uses, Subsection 6.2.1.(B) Permitted Yard Obstructions, Subsection 6.2.1.(B)(2) Table of Permitted Yard Obstructions, of the Village's Unified Development Ordinance be amended to add accessory dwelling units as a permitted yard obstruction in Rear Yards.

9. That Article 6.2 Accessory Structures and Uses, Section 6.2.2. Bulk Regulations, Subsection 6.2.2.(C) Additional Bulk Regulations, Subsection 6.2.2.(C)(6) Accessory Dwelling Units and Accessory Offices, of the Village's Unified Development Ordinance be amended to delete the following stricken language:

6. *ACCESSORY DWELLING UNITS AND ACCESSORY OFFICES. In addition to the requirements of Section 6.2.2.B, accessory dwelling units and accessory offices shall comply with the following:*
  - a. *MAXIMUM FLOOR AREA: Six hundred forty (640) square feet.*
  - b. *NUMBER: Only one (1) accessory dwelling or accessory office shall be permitted on a lot.*
  - c. *MAXIMUM HEIGHT: The accessory dwelling or accessory office shall not exceed the height of the principal residential building on the lot.*
  - d. *ADDITIONAL STANDARDS AND CRITERIA:*
    1. *If the accessory dwelling or office is adjacent an alley, it shall have at least one window overlooking the alley.*
    2. *The entrance to the accessory dwelling or office shall not open directly onto an alley or face a public street.*
    3. *The accessory dwelling or office shall not materially differ in architectural appearance from the principal residence on the property.*
    4. ~~*The accessory dwelling or office is permitted only in a space above an accessory garage which shall be detached from the principal dwelling.*~~

10. That Article 6.5 Lot Development Standards, Section 6.5.1. Purpose, Subsection 6.5.1.(A) Residential Buildings, of the Village's Unified Development Ordinance be amended to add the following underlined language and delete the following stricken language for Building Types 1-8, 10, and 11:

1. *Type 1 Building (Small Detached House)*  
\*\*\*
  - h. *Accessory Dwelling Unit Standards*  
*Permitted? YES*

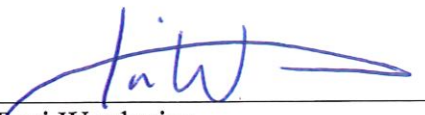
- Maximum floor area: ~~640800~~ square feet  
 Alley access? ~~Not~~ Required  
 Off-Street parking spaces required: ~~10~~  
 Additional requirements: See Section 6.2.2.C.6
2. Type 2 Building (Small Detached House)  
 \*\*\*
- h. Accessory Dwelling Unit Standards  
 Permitted? YES  
 Maximum floor area: ~~640800~~ square feet  
 Alley access? ~~Not~~ Required  
 Off-Street parking spaces required: ~~10~~  
 Additional requirements: See Section 6.2.2.C.6
3. Type 3 Building (Small Sideyard House)  
 \*\*\*
- h. Accessory Dwelling Unit Standards  
 Permitted? YES  
 Maximum floor area: ~~640800~~ square feet  
 Alley access? ~~Not~~ Required  
 Off-Street parking spaces required: ~~10~~  
 Additional requirements: See Section 6.2.2.C.6
4. Type 4 Building (Large Sideyard House)  
 \*\*\*
- h. Accessory Dwelling Unit Standards  
 Permitted? YES  
 Maximum floor area: ~~640800~~ square feet  
 Alley access? ~~Not~~ Required  
 Off-Street parking spaces required: ~~10~~  
 Additional requirements: See Section 6.2.2.C.6
5. Type 5 Building (Large Detached House)  
 \*\*\*
- h. Accessory Dwelling Unit Standards  
 Permitted? YES  
 Maximum floor area: ~~640800~~ square feet  
 Alley access? ~~Not~~ Required  
 Off-Street parking spaces required: ~~10~~  
 Additional requirements: See Section 6.2.2.C.6
6. Type 6 Building (Large Detached House)  
 \*\*\*
- h. Accessory Dwelling Unit Standards  
 Permitted? YES  
 Maximum floor area: ~~640800~~ square feet  
 Alley access? ~~Not~~ Required  
 Off-Street parking spaces required: ~~10~~  
 Additional requirements: See Section 6.2.2.C.6
7. Type 7 Building (Large Detached House)

- \*\*\*
- h. *Accessory Dwelling Unit Standards*  
 Permitted? YES  
 Maximum floor area: ~~640800~~ square feet  
 Alley access? ~~Not~~ Required  
 Off-Street parking spaces required: ~~±0~~  
 Additional requirements: See Section 6.2.2.C.6
8. *Type 8 Building (Large Detached House)*  
 \*\*\*
- h. *Accessory Dwelling Unit Standards*  
 Permitted? YES  
 Maximum floor area: ~~640800~~ square feet  
 Alley access? ~~Optional~~ Not Required  
 Off-Street parking spaces required: ~~±0~~  
 Additional requirements: See Section 6.2.2.C.6
9. *Type 9 Building (RESERVED)*
10. *Type 10 Building (Large Estate House)*  
 \*\*\*
- h. *Accessory Dwelling Unit Standards*  
 Permitted? YES  
 Maximum floor area: ~~640800~~ square feet  
 Alley access? ~~NO~~ Not Required  
 Off-Street parking spaces required: ~~±0~~  
 Additional requirements: See Section 6.2.2.C.6
11. *Type 11 Building (Small Estate House)*  
 \*\*\*
- h. *Accessory Dwelling Unit Standards*  
 Permitted? YES  
 Maximum floor area: ~~640800~~ square feet  
 Alley access? ~~Not~~ Required, ~~if alley exists~~  
 Off-Street parking spaces required: ~~±0~~  
 Additional requirements: See Section 6.2.2.C.6


11. Further, the Petitioner states that these proposed text amendments do not change the compatibility of the existing uses of any affected properties or the compatibility of the zoning of nearby properties; property values of the affected properties are not diminished by these proposed text amendments and the Village is requesting the text amendments to, in part, increase property values; the proposed text amendments promote the public health, safety, and welfare of the Village; the relative gain to the public is greater than any hardship that may result upon any affected properties; after review by the Village, the affected properties are more suitable for the purposes accomplished by the text amendments; the proposed text amendments are generally consistent with the Comprehensive Plan and adopted land use policies; and the proposed text amendments will benefit the needs of the community.

WHEREFORE, your Petitioner requests that the Chairman of the Plan Commission of the

Village of Richmond, set a time, date and place for hearing on the contents of this Petition and will recommend to the President and Board of Trustees of the Village of Richmond the text amendments as requested.

  
\_\_\_\_\_  
Toni Wardanian  
President of the Village of Richmond

ATTEST:

  
\_\_\_\_\_  
Karla L. Thomas, Village Clerk

Village of Richmond

**Façade/ADA Improvement Grant Agreement**

This Façade/ADA Improvement Grant Agreement, is entered into this \_\_7th\_\_ day of \_\_May\_\_ between the Village of Richmond, Illinois (hereinafter referred to as "VILLAGE") and the following:

Name: \_\_Anderson's Candy Shop\_\_

(hereinafter referred to as "GRANTEE").

**RECITALS:**

WHEREAS, the Village of Richmond has established a Façade/ADA Improvement Program for application within the Village limits; and

WHEREAS, said Façade/ADA Improvement Program is administered by the VILLAGE with the advice of the Village of Richmond Community Development Committee for the purposes of controlling and preventing blight and deterioration or expanding accessible improvements for all users regardless of ability; and

WHEREAS, the Façade/ADA Improvement Program is to provide grants that will reimburse owners and/or lessees for the cost of eligible exterior improvements to commercial establishments within the Village up to a maximum of one- half (1/2) of the approved cost of such improvements, but no more than \$10,000, as set forth herein; and

WHEREAS, the GRANTEE desires to participate in the Façade/ADA Improvement Program pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the VILLAGE and the GRANTEE do hereby agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The above recitals are hereby incorporated as if fully set forth herein.

**SECTION 2: GRANTEE'S PROPERTY.** GRANTEE either owns or has an interest in the following property:

Address of Property: 10301 N Main St, Richmond IL 60071

PIN Number(s): 04-09-379-013

(hereinafter referred to as the "Property"). If GRANTEE does not own the Property, GRANTEE shall provide written consent by owner to the Improvements (hereinafter defined) in a form as substantially set forth on Exhibit A, attached hereto and incorporated herein.

**SECTION 3: FAÇADE/ADA IMPROVEMENT GRANT.** The VILLAGE shall reimburse the GRANTEE for the cost of eligible façade and ADA improvements to the structural elevation of GRANTEE'S Property fronting a public roadway (the "Improvements") at the rate of fifty percent (50%) of such eligible costs up to a maximum amount of \$10,000.

Improvements include all labor, materials, equipment, and other contract items necessary for the proper execution of the work as shown on the plans, design drawings, specifications, and estimates approved by the VILLAGE as set forth in Exhibit B, attached hereto and incorporated herein. The VILLAGE will not reimburse funds for the GRANTEE's labor or time costs spent on the actual project and reserves the right to not reimburse for contractor's time costs.

**SECTION 4: START OF WORK.** No work shall be undertaken on the Improvements until the plans, design drawings, and specifications have been submitted to and approved by the VILLAGE in writing. Following written approval, GRANTEE shall contract for the work which shall be completed within six (6) months from the date of such approval.

**SECTION 5: PROGRESS REVIEW.** The VILLAGE shall periodically inspect the work on the Improvements. Such inspections shall not replace any required permit inspections. All work which is not in conformance with the approved plans, design drawings, and specifications shall be immediately remedied by the GRANTEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings, and specifications.

**SECTION 6: FINAL INSPECTION.** Upon completion of the Improvements, GRANTEE shall schedule a final inspection with the VILLAGE. Upon final inspection and approval of the Improvements by the VILLAGE, the GRANTEE shall submit to the VILLAGE a contractor statement showing the full cost of the Improvements as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, equipment, or other contract items necessary to complete the Improvements. In addition, the GRANTEE shall submit to the VILLAGE proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The VILLAGE shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers, issue a check to the GRANTEE as reimbursement for fifty percent (50%) of the approved cost estimate of the Improvements or fifty percent (50%) of the actual cost of the Improvements, whichever is less, not to exceed \$10,000.

**SECTION 7: TERMINATION OF AGREEMENT.** If the GRANTEE fails to complete the Improvements in conformity with the approved plans, design drawings, and specifications or within the six (6) month timeframe or if the GRANTEE does not comply with any other terms of this Agreement, then upon written notice being given by the VILLAGE to the GRANTEE, by certified mail to the Property address, this Agreement shall terminate and the VILLAGE shall have no further obligations hereunder, including any financial obligations.

**SECTION 8: INDEMNIFICATION.** The GRANTEE releases the VILLAGE from, and covenants and agrees that the VILLAGE shall not be liable for, and covenants and agrees to indemnify and hold harmless the VILLAGE and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with this Agreement or the Improvements, including, but not limited to, actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The GRANTEE further covenants and agrees to pay for or reimburse the VILLAGE and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The VILLAGE shall have the right

to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said Improvements.

**SECTION 9: ADDITIONAL WORK.** Nothing herein is intended to limit, restrict, or prohibit the GRANTEE from undertaking any other work in or about the Property, which is unrelated to the Improvements.

**SECTION 10: MISCELLANEOUS.**

A. Other Agreements and Amendments. This Agreement contains the entire agreement between the parties. No other representations, warranties, promises, covenants, or undertakings have been made by either party to the other as an inducement to enter into this Agreement. No covenant, promise, or undertaking shall be effective to modify or amend this Agreement or to waive or relinquish any right provided by the terms and provisions hereof, unless said covenant, promise, or undertaking shall be reduced to a writing which is duly executed by both parties.

B. Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Illinois, without regard for the later domicile or residence of either party. Venue shall be proper in the 22<sup>nd</sup> Judicial Circuit Court, McHenry County, the location of the Property.

C. Paragraph Headings. The article and paragraph captions contained in this Agreement are for convenience only and shall not limit, amplify or otherwise constitute a part of this Agreement nor be considered in the construction or interpretation of any provision hereof.

D. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable by reason of the operation of any applicable law, or by reason of the interpretation placed hereon by any court or other governmental body, (i) this Agreement shall be construed as not containing such provision and a substitute provision shall be inserted therefor by such court or other governmental body which effectuates to the maximum extent permitted by law the intent of this Agreement, and (ii) any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

E. No Waiver. The waiver of any term or provision of this Agreement shall not constitute a waiver of any other term or provision of this Agreement, nor shall the right to require any enforcement of any term or provision of this Agreement be permanently waived, if a continuing breach of any such term or provision arises.

F. Binding on Assigns. Except as otherwise limited herein, all terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto, their heirs, executors, administrators, successors and assigns.

G. Third-Party Beneficiaries. No provision of this Agreement is intended to benefit, nor shall any provision of this Agreement benefit, any party, individual or entity other than a party to this Agreement or its successor or assign.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

GRANTEE

VILLAGE OF RICHMOND

\_\_\_\_\_

\_\_\_\_\_

Village President Toni Wardanian

**EXHIBIT A**

**OWNER'S CONSENT**

I, \_\_\_\_\_, am the owner (hereinafter referred to as "Owner") of the following described property:

Address of Property: \_\_\_10301 N Main St, Richmond IL 60071\_\_\_\_\_

PIN Number(s): \_\_\_04-09-379-013\_\_\_\_\_

The property is currently leased by \_\_\_\_\_ (hereinafter referred to as "Tenant"). I am in full agreement of the proposed improvements to the above-listed property as part of the Façade/ADA Improvement Grant Agreement between the Village of Richmond and Tenant and grant permission to Tenant to undertake the improvements. Further, Tenant shall obtain, and Owner shall reasonably cooperate with Tenant in obtaining, all permits and fulfill all requirements by federal, state, and local jurisdictions or government agencies.

OWNER:

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

**EXHIBIT B**

Improvement Plans, Design Drawings, Specifications, and Estimates

EXHIBIT B



Concrete ramp with black metal rails

# Highline Builders

## JOB ESTIMATE

High Line Builders 5005 Prairie Ave McHenry IL, 60050	<b>Katie Anderson</b> 10301 N Main St Richmond IL 60050	<b>TOTAL:</b> <b>\$10,950-\$20,850</b>
---	---	---

<b>START DATE:</b> Friday, March 01, 2024	<b>END DATE:</b> Monday, April 01, 2024	<b>PAYMENT METHOD:</b> CHECK
--	--	---------------------------------

## JOB DESCRIPTION

Installing ADA ramp w/ landscaping

Description	Quantity	Cost	Total
Green treated decking	1	10,950	10,950
Tracks clamshell decking/railings	1	5075+	5075+
Concrete	1	10,000+***	10,000+***
Landscaping/demo	1	15,000	15,000

\*\*\* not held to these numbers till contract

**NOTES**  
A downpayment of 50% is required upon acceptance of project.

**TOTAL:** \$25,950.00

[THIS HAS AS FORMULA TO ADD THE TOTALS FROM THE DESCRIPTIONS]

If agreeing to terms, price, and work required, please sign below

CLIENT SIGNATURE

HIGH LINE BUILDERS, LLC

DATE SIGNED

DATE SIGNED

Questions? Call 815-528-0198

Village of Richmond

**Façade/ADA Improvement Grant Agreement**

This Façade/ADA Improvement Grant Agreement, is entered into this \_\_7th\_\_ day of \_\_May\_\_\_\_ between the Village of Richmond, Illinois (hereinafter referred to as "VILLAGE") and the following:

Name: \_\_5607 Broadway LLC/ DBA Olive Black Lounge\_\_\_\_\_

(hereinafter referred to as "GRANTEE").

**RECITALS:**

WHEREAS, the Village of Richmond has established a Façade/ADA Improvement Program for application within the Village limits; and

WHEREAS, said Façade/ADA Improvement Program is administered by the VILLAGE with the advice of the Village of Richmond Community Development Committee for the purposes of controlling and preventing blight and deterioration or expanding accessible improvements for all users regardless of ability; and

WHEREAS, the Façade/ADA Improvement Program is to provide grants that will reimburse owners and/or lessees for the cost of eligible exterior improvements to commercial establishments within the Village up to a maximum of one- half (1/2) of the approved cost of such improvements, but no more than \$10,000, as set forth herein; and

WHEREAS, the GRANTEE desires to participate in the Façade/ADA Improvement Program pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the VILLAGE and the GRANTEE do hereby agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The above recitals are hereby incorporated as if fully set forth herein.

**SECTION 2: GRANTEE'S PROPERTY.** GRANTEE either owns or has an interest in the following property:

Address of Property: \_\_5607 Broadway St, Richmond IL 60071\_\_\_\_\_

PIN Number(s): \_\_04-09-379-005\_\_\_\_\_

(hereinafter referred to as the "Property"). If GRANTEE does not own the Property, GRANTEE shall provide written consent by owner to the Improvements (hereinafter defined) in a form as substantially set forth on Exhibit A, attached hereto and incorporated herein.

**SECTION 3: FAÇADE/ADA IMPROVEMENT GRANT.** The VILLAGE shall reimburse the GRANTEE for the cost of eligible façade and ADA improvements to the structural elevation of GRANTEE'S Property fronting a public roadway (the "Improvements") at the rate of fifty percent (50%) of such eligible costs up to a maximum amount of \$10,000.

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to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said Improvements.

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**SECTION 10: MISCELLANEOUS.**

A. Other Agreements and Amendments. This Agreement contains the entire agreement between the parties. No other representations, warranties, promises, covenants, or undertakings have been made by either party to the other as an inducement to enter into this Agreement. No covenant, promise, or undertaking shall be effective to modify or amend this Agreement or to waive or relinquish any right provided by the terms and provisions hereof, unless said covenant, promise, or undertaking shall be reduced to a writing which is duly executed by both parties.

B. Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Illinois, without regard for the later domicile or residence of either party. Venue shall be proper in the 22<sup>nd</sup> Judicial Circuit Court, McHenry County, the location of the Property.

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E. No Waiver. The waiver of any term or provision of this Agreement shall not constitute a waiver of any other term or provision of this Agreement, nor shall the right to require any enforcement of any term or provision of this Agreement be permanently waived, if a continuing breach of any such term or provision arises.

F. Binding on Assigns. Except as otherwise limited herein, all terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto, their heirs, executors, administrators, successors and assigns.

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IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

GRANTEE

VILLAGE OF RICHMOND

\_\_\_\_\_

\_\_\_\_\_

Village President Toni Wardanian

EXHIBIT A

OWNER'S CONSENT

I, \_\_\_\_\_, am the owner (hereinafter referred to as "Owner") of the following described property:

Address of Property: \_\_\_5607 Broadway St, Richmond IL 60071\_\_\_\_\_

PIN Number(s): \_\_\_04-09-379-005\_\_\_\_\_

The property is currently leased by \_\_\_\_\_ (hereinafter referred to as "Tenant"). I am in full agreement of the proposed improvements to the above-listed property as part of the Façade/ADA Improvement Grant Agreement between the Village of Richmond and Tenant and grant permission to Tenant to undertake the improvements. Further, Tenant shall obtain, and Owner shall reasonably cooperate with Tenant in obtaining, all permits and fulfill all requirements by federal, state, and local jurisdictions or government agencies.

OWNER:

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

**EXHIBIT B**

Improvement Plans, Design Drawings, Specifications, and Estimates

xhibit B

# \$20,628.00

Estimate

[View Estimate](#)

Estimate #43547 sent  
March 25, 2026

Customer  
Sean Prinn  
[sean@oliveblackmartinilounge.com](mailto:sean@oliveblackmartinilounge.com)

Message  
We look forward to working with you.

**awning** **\$3,500.00**  
*New awning replacement with new logo*

**awning building lights** **\$1,050.00**  
(\$350.00 ea.) x 3  
*New light fixtures labor included*

**down lighting frontage** **\$1,000.00**  
(\$250.00 ea.) x 4

**front door replacement** **\$1,850.00**  
*Replace entry door curbside*

**brick tuckpointing** **\$862.00**  
*Tuckpoint frontage brick*

**entry threshold and exterior step** ~~**\$2,600.00**~~  
*Entry threshold ramp accessible and update*

*Temporary ramp does not qualify*

**window frames sealed and repaired**      **\$1,500.00**  
*Frontage window frames revealed and repaired*

**bird spike for under awning**      **\$350.00**  
*Bird spike installation*

**apartment entrance**      **\$2,889.00**  
*Apartment entry door 36x80 and storm door*

**apartment door trim**      **\$650.00**  
*Recase and paint exterior door frame and casing/trim*

**historical beam resurface**      **\$850.00**  
*Resurface historical lentil beam on frontage*

**window decals**      **\$862.00**  
*New logo window decals*

**window display advertisement lcd**      **\$640.00**  
*Window led unit*

**back lit address locators**      **\$300.00**  
 (\$150.00 ea.) x 2  
*2 address locator units*

**building and sidewalk wash**      **\$475.00**  
*Wash exterior of building*

**hydronic cement**                      **\$1,250.00**  
*Seal sidewalk to building for ice and water*

Subtotal                                      \$20,628.00

**Total**                                        **\$20,628.00**