

MEMORANDUM

TO: Village President and Board of Trustees

FROM: Robert O. Barber, Village Administrator

DATE: Friday, August 11, 2017

RE: VILLAGE ADMINISTRATOR MATERIALS FOR VILLAGE BOARD MEETING

BOARD MEETING DATE: *Monday, August 14, 2017 at 7:00 p.m.*

A G E N D A

I. PLEDGE TO THE FLAG

II. ROLL CALL

III. APPROVAL OF MINUTES

IV. RECOGNITION OF AUDIENCE

V. REPORTS OF VILLAGE COMMISSIONS

1. BEAUTIFICATION COMMISSION - Harold Cowger
2. FOURTH OF JULY COMMISSION - Marcy Meyer/Greg Szymanski
3. YOUTH COMMISSION - Stacy Mazurek
4. RIBBON OF HOPE COMMISSION - Frank Basile
5. HISTORIC PRESERVATION COMMISSION - Scott Wehling

VI. CONSIDER A MOTION APPROVING THE TREASURER'S REPORT AND THE REPORT OF FINANCIAL ACTIVITY IN THE PRIOR MONTH. - Frank Basile

VII. VARIANCE REPORTS FOR THE PRECEDING MONTH are enclosed for your review - Frank Basile.

VIII. APPROVAL OF BILLS FOR THE PRIOR MONTH - Frank Basile

IX. (Stacey Mazurek) CONSIDER AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR TWO ACCESSORY STRUCTURES ON ONE ZONING LOT: 607 PENFIELD STREET (IMIG). A The petitioner has a detached garage and wishes to construct a garden shed on the property. The zoning ordinance requires a special use permit for more than one detached accessory structure. If the garage was attached this would not be an issue. There are already several instances in the neighborhood where more than one accessory structure exist on one zoning lot but the age of these structures make it appear that they were up long before we had a zoning ordinance in place (1989). A petition has also been filed from the neighbors supporting this special use. A public hearing was held where no objections were heard but one comment of support came from Larry Young. Following the hearing, the PZC recommended unanimously to approve the special use permit request. The petitioner will be present to answer any questions.

X. (Jonathan Kypuros) CONSIDER A MOTION APPROVING A CONTRACT WITH BAXTER AND WOODMAN ENGINEERS TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE WASTEWATER TREATMENT PLANT PROJECT IN AN AMOUNT NOT TO EXCEED \$628,000. This contract needs to be approved before the IEPA will issue a loan for the project and insures that an engineer will certify that plant will be built to design standards. Of course none of this funding will be spent until the Village begins the project and the loan funds are secured. This is the last piece of the loan application other than an award of a bid pending the loan. Please see the enclosed proposal.

XI. (Jonathan Kypuros) CONSIDER A MOTION APPROVING PAYMENT OF AN INVOICE FOR BRANDT EXCAVATING FOR PENFIELD WATERMAIN REPLACEMENT UPON RECEIPT OF IEPA LOAN FUNDS. We will have the exact amount of this invoice announced at the meeting after being approved by the engineer but we want to have Brandt paid in a timely manner since we have been sitting on this second payment due to the slow processing of our first payment from the State. This is by no means the final payment request but a progress payment.

XII. OLD BUSINESS

XIII. NEW BUSINESS

XIV. ADJOURNMENT

**MINUTES OF THE REGULAR MEETING OF THE PRESIDENT
& BOARD OF TRUSTEES OF THE VILLAGE OF BEECHER
HELD AT THE BEECHER VILLAGE HALL,
625 DIXIE HIGHWAY, BEECHER, ILLINOIS
JULY 24, 2017 -- 7:00 P.M.**

All present joined in the Pledge to the Flag.

President Szymanski called the meeting to order.

ROLL CALL

PRESENT: President Szymanski and Trustees Basile, Meyer, Kraus, Mazurek, Kypuros and Wehling.

ABSENT: None.

STAFF PRESENT: Deputy Clerk Patty Meyer, Administrator Robert Barber, Superintendent of Public Works Bud Cowger and Chief of Police Jeff Weissgerber.

GUESTS: None.

President Szymanski asked for consideration of the minutes of the July 10, 2017 Board meeting. Trustee Meyer made a motion to approve the minutes as written. Trustee Basile seconded the motion.

AYES: (6) Trustees Basile, Meyer, Kraus, Mazurek, Kypuros and Wehling.

NAYS: (0) None.

Motion Carried.

CLERKS'S REPORT

There were no objections from the Board to a request from the Knights of Columbus to hold their 49th Annual Intellectual Disabilities (ID) Fund Drive in Beecher on September 15th-17th.

A. FINANCE AND ADMINISTRATION COMMITTEE

Trustee Basile provided a report to the Board on why there was a difference of \$184,000 from last month to the same month last year in General Fund cash flows. This included payment of reserves for the Gould Street boardwalk, slower real estate and income tax payments, missing bond payment, and squad car purchase. Trustee Kypuros commented that in 2014/2015 reserves were used for the new Village Hall, but that all of those funds were recovered last year. There is still over \$50,000 which couldn't be explained but will continue to be monitored.

Trustee Basile reported that the Illinois Municipal League has issued new projections of state income tax revenues based on the newly adopted budget. The Village is projected to lose about \$6 per capita in projected income tax next year but will gain about \$2 per capita in use tax. This is a result of people leaving the State of Illinois. Report was provided in the packet for review.

Trustee Basile provided a report on the status of the electrical aggregation plan. Three bids were opened and the result is that the ComEd market price is now comparable. A copy of the report was provided in the packet for review.

Trustee Basile reported that the Illinois Municipal Insurance Cooperative pool currently has \$1,107,178 in reserves with \$142,980 of this amount being totally unrestricted. The founding members are coming up with a formula on how to fairly distribute these unrestricted funds. A chart was provided in the packet for review.

B. PUBLIC BUILDINGS AND PROPERTIES, PARKS AND RECREATION COMMITTEE

Trustee Wehling stated that the Committee still needs to review the newest draft of park rules from the Attorney before presenting it to the Board.

The Village received appraisals on all buildings for insurance coverage. A report was provided in the packet for review.

C. PLANNING, BUILDING AND ZONING COMMITTEE

The Building Department monthly report was provided in the packet for review.

Trustee Mazurek stated that the Planning and Zoning Commission (PZC) will meet on July 27th at 7 p.m. to hold a public hearing on a special use permit for a second accessory structure at 607 Penfield Street.

D. PUBLIC SAFETY COMMITTEE

The Board considered an Ordinance permitting non-highway vehicles on Village streets. A draft of the Ordinance was provided for review. Chief Weissgerber stated one change needs to be made to Section B, Item #3, to read "...and the speed limit of the highway to be crossed is forty (40) miles per hour or less at the place of crossing." Chief Weissgerber explained the registration process, which will include an application for permit, equipment checklist, and statement of ownership for non-titled vehicles. The Ordinance will not cover ATVs. Trustee Kypuros questioned penalties for offenses and the registration fee.

ORDINANCE #1271 - An Ordinance permitting non-highway vehicles on Village streets, with one change to Ordinance draft, Section B, Item #3, "and the speed limit of the highway to be crossed is forty (40) miles per hour or less at place of crossing." Ordinance will be effective August 1, 2017. Trustee Kraus made a motion to approve Ordinance #1271. Trustee Meyer seconded the motion.

AYES: (6) Trustees Basile, Meyer, Kraus, Mazurek, Kypuros and Wehling.

NAYS: (0) None.

Motion Carried.

President Szymanski and staff have been working on an ordinance which will require certain levels of maintenance for wet bottom and dry basin ponds. There currently is no guidance for owners of ponds as to proper maintenance which makes it difficult for Code Enforcement. The recent heavy rains has caused some ponds to get flushed out.

The Police Department monthly report was provided in the packet for review.

The Code Enforcement monthly report was provided in the packet for review.

Superintendent Cowger stated that mosquito abatement will be on-going until the end of September.

E. PUBLIC WORKS COMMITTEE

The Water and Sewer Department monthly reports were included in the packet for review.

The water billing register including the pumped to billed ratio was provided. The pumped to billed ratio is currently at 73.49% compared to 80.59% for the same period last year. Superintendent Cowger explained that water was used during the Penfield watermain construction and flushing of hydrants. He is working with the Fire Department to continue improving communication about use of hydrants.

Superintendent Cowger stated that leak detection to identify leaks in the water system is planned for the coming month. Next week leak detection will occur in Prairie Crossings South. Detection is on-going in Nantucket Cove Subdivision.

A Penfield Street watermain replacement update was provided. All of the main has been installed and converting of the water services to the new main will be done soon. Superintendent Cowger stated that some streets will be closed for service tie-ins. Work should be completed by Labor Day. Trustee Kypuros stated that a three-year patch will be put in on the one side of the road that has been torn up, and then in the future the STP project will include the entire road and bridge to be done. President Szymanski reported that silk screening was put under the drain grates in order to keep debris and rocks out, which causes slower water drainage.

Curb and sidewalk repair should begin this week by Perino Brothers. Sidewalk repair will be dependent upon money left over after curbs are completed.

Superintendent Cowger provided an update of mudjacking of handicapped ramps.

The Illinois Environmental Protection Agency (IEPA) conducted a MS4 stormwater management permit inspection. Superintendent Cowger explained some of the testing procedures. In the next five years alternatives to road salt will have to be identified since chloride is becoming an issue in streams.

The Village is now required by law every year to discuss stormwater management during a public meeting. The minutes then have to be submitted to the IEPA. The Village also has a stormwater management page on the website and publishes stormwater management articles in the Village newsletter as part of the MS4 process. Material was provided in the packet for review. The Board conducted a public informational session during tonight's Board meeting, and there were no comments from the public.

A Chestnut/Willow streetlight update was provided. Public Works will put the poles up. ComEd will install two decorative pole lights on Chestnut since this is the only location with easements. The poles will be daisy-chained by a single wire and brought up to the transformer by a Village contractor for ComEd to connect the wiring. These will become Village lights.

Trustee Kypuros reported that Route #1 shoulder widening north and south of town is scheduled for August or September. Locate flags have been put up.

Trustee Kypuros stated that the Illinois Department of Transportation (IDOT) has reprogrammed the traffic signal at Chestnut and Dixie Highway in response to concerns raised by Trustee Basile about traffic from the west having to wait a long time for the light.

Trustee Kypuros made a motion authorizing the letting of bids on the wastewater treatment plant rehabilitation project. Trustee Wehling seconded the motion.

AYES: (6) Trustees Basile, Meyer, Kraus, Mazurek, Kypuros and Wehling.

NAYS: (0) None.

Motion Carried.

Trustee Kypuros reported that the wastewater treatment plant design is now 99% complete. The completion of improvements is expected in the 2019/2020 fiscal year and sewer rates may have to be raised \$1.00 per 1,000 gallons in the near future to pay for the new operating costs.

F. ECONOMIC DEVELOPMENT AND COMMUNITY RELATIONS COMMITTEE

Trustee Basile provided an update on the Gould Street boardwalk. This project should begin by July 31st depending on weather. The railing has been delivered to the old Public Works building. T & K Construction will be coordinating directly with the business owners as they start the project.

Trustee Meyer stated that the Sesquicentennial Committee will begin discussions after the summer for the 2020 celebration.

Trustee Meyer provided a Facebook page update.

Trustee Meyer stated that President Szymanski drafted a letter to be sent to certain developers about senior housing projects in hopes of attracting some interest for a 50-100 unit project. The Village has a letter of commitment to sell land on the south side of Church Road, east of Trim Creek, which has been determined to be a viable location for such a project but there are other properties as well.

A Vietnam Veteran 50th anniversary commemoration is scheduled for November 9th at Prairie State College. The Village has been asked to be the lead contact in this effort to attract all Beecher veterans that served in the military from 1955 through 1975. The Amvets will be asked to help for this commemoration.

Trustee Meyer reminded the Board of the Lions Club Summerfest being held on Saturday, August 5th, from 9 a.m. to 9 p.m. in Firemen's Park. Trustee Basile mentioned that in addition to the food there will be a car show, herder dogs, PAKT demonstration, magic show, chainsaw carving demonstration, bingo, vendors, and many activities for the whole family.

ORDINANCE #1272 - An Ordinance amending the sunset for economic incentives for the old Historic Downtown District. The old Ordinance expired May 1, 2017. Trustee Meyer explained the incentives. Trustee Meyer made a motion to approve Ordinance #1272. Trustee Kypuros seconded the motion.

AYES: (5) Trustees Basile, Meyer, Mazurek, Kypuros and Wehling.

NAYS: (0) None.

ABSTAIN: (1) Trustee Kraus.

Motion Carried.

G. VILLAGE PRESIDENT'S REPORT

President Szymanski reported that the Princess Café will be holding a 40th anniversary celebration of the Dousias family ownership on Sunday, September 10th.

The strategic planning process will begin soon. An anonymous survey will be drafted to be taken by all Board members relating to finance, economic development, Public Works, public safety and parks and recreation. Strategic planning sessions will then be held to discuss the results.

H. OLD BUSINESS

Trustee Mazurek asked if there was an update on the school zone solar panel along Route #1 being blocked by tree branches. Additional trimming of branches was discussed.

Trustee Kypuros asked about the one page in packet regarding amendments to recreational vehicles parked in residential areas. Page was included in packet in error. Committee needs to meet again to discuss the matter.

Trustee Mazurek reported on the recent Beecher Youth Commission Movie in the Park. There were approximately 20-25 children in attendance. It rained very hard and the event was cancelled when lightning was present.

Administrator Barber reported that Beecher received 4-1/2" of rain Friday/Saturday of last week. Public Works responded and was on 24-hour call performing manual operation of the system due to electrical service problems. The Public Works Department was commended for their efforts after the heavy rains.

There being no further business, President Szymanski asked for a motion to adjourn. Trustee Wehling made a motion to adjourn the meeting. Trustee Kraus seconded the motion.

AYES: (6) Trustees Basile, Meyer, Kraus, Mazurek, Kypuros and Wehling.

NAYS: (0) None.

Motion Carried.

Meeting adjourned at 8:08 p.m.

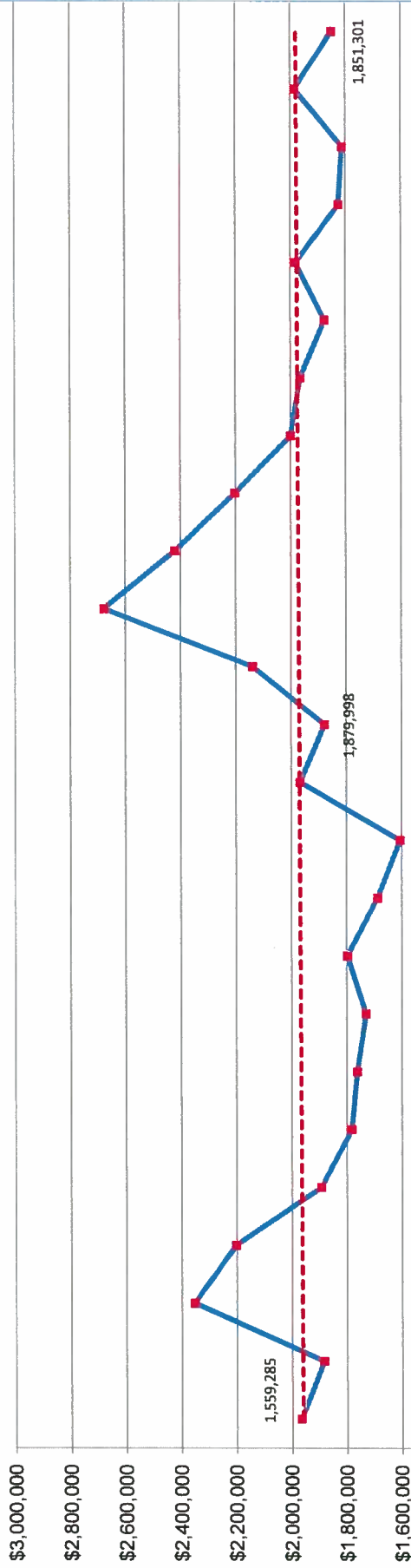
Respectfully submitted by:

Patty Meyer
Deputy Village Clerk

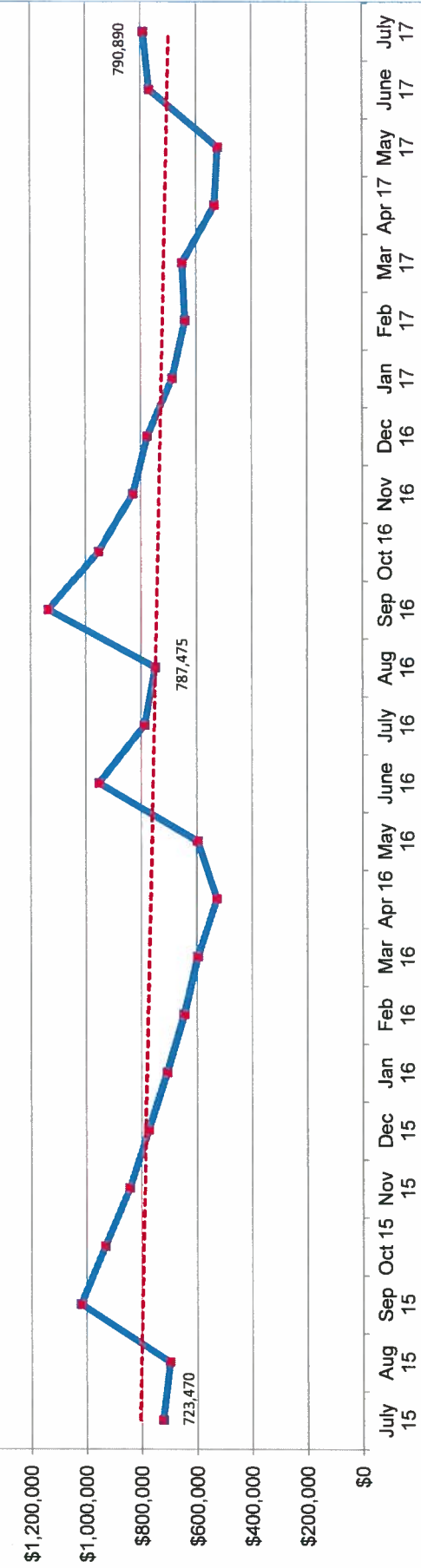
**VILLAGE OF BEECHER
ACCOUNT BALANCES**

<u>Account</u>	<u>Number</u>	<u>6/30/2016</u>	<u>7/31/2016</u>	<u>6/30/2017</u>	<u>7/31/2017</u>	<u>Change</u>
MFT	Ck. 9016	\$ 131,696.79	\$ 131,855.07	\$ 98,709.26	\$ 106,407.94	\$ 7,698.68
Refuse	Ck. 59692	\$ 63,397.67	\$ 70,738.90	\$ 66,273.77	\$ 81,127.36	\$ 14,853.59
Joint Fuel	Ck. 70041	\$ 42,515.20	\$ 44,837.19	\$ 44,476.17	\$ 46,859.22	\$ 2,383.05
W/S Debt	Ck. 107689	\$ 162,130.30	\$ 137,119.80	\$ 158,444.30	\$ 143,618.63	\$ (14,825.67)
O&M	Ck. 9210	\$ 120,072.24	\$ 178,169.35	\$ 105,874.60	\$ 208,028.68	\$ 102,154.08
W/S Main Replace	Ck. 162043	\$ 189,676.01	\$ 189,038.82	\$ 325,481.20	\$ 63,811.75	\$ (261,669.45)
W/S Capital	Ck. 7609	\$ 56,458.69	\$ 59,363.57	\$ 62,035.93	\$ 59,160.36	\$ (2,875.57)
Central	Ck. 62618	\$ 23,841.80	\$ 48,094.22	\$ 59,250.67	\$ 47,273.61	\$ (11,977.06)
Infrastructure	Ck. 140074	\$ 186,103.74	\$ 193,823.57	\$ 256,911.47	\$ 265,410.08	\$ 8,498.61
General Ck.	Ck. 9008	\$ 952,669.91	\$ 787,474.92	\$ 768,635.98	\$ 790,890.09	\$ 22,254.11
Bond Redemption	Ck. 150649	\$ 1,066.53	\$ 1,067.24	\$ 1,082.12	\$ 1,082.27	\$ 0.15
CapEquipSinkFund	Ck. 164186	\$ 38,410.76	\$ 38,415.64	\$ 37,625.94	\$ 37,631.05	\$ 5.11
All Village Accounts		\$ 1,968,039.64	\$ 1,879,998.29	\$ 1,984,801.41	\$ 1,851,301.04	\$ (133,500.37)
Commission & Spec Accts	<u>Number</u>	<u>6/30/2016</u>	<u>7/31/2016</u>	<u>6/30/2017</u>	<u>7/31/2017</u>	
4th July	Ck. 102989	\$ 39,857.42	\$ 52,786.42	\$ 51,878.77	\$ 59,306.49	\$ 7,427.72
Builders Escrow	Ck. 130567	\$ 15,675.56	\$ 14,757.53	\$ 17,476.71	\$ 17,029.06	\$ (447.65)
Beautification	Ck. 130834	\$ 3,424.02	\$ 3,449.46	\$ 2,651.59	\$ 2,651.95	\$ 0.36
Asset Forfeiture PD	Ck. 179752	\$ 595.42	\$ 595.50	\$ 596.42	\$ 596.50	\$ 0.08
Youth Commission	Ck. 135895	\$ 14,010.30	\$ 14,512.10	\$ 18,211.44	\$ 16,199.26	\$ (2,012.18)
Ehlers Fund	Ck. 179744	\$ 12,094.43	\$ 12,065.97	\$ 11,119.81	\$ 11,121.32	\$ 1.51
Nantucket Escrow	Ck. 153303	\$ 69,021.87	\$ 69,030.64	\$ 62,859.57	\$ 62,868.11	\$ 8.54
Newsletter	Ck. 153745	\$ 3,371.43	\$ 3,371.86	\$ 977.98	\$ 978.11	\$ 0.13
MGM Escrow	Ck. 153753	\$ 4,997.70	\$ 4,998.34	\$ -	\$ -	\$ -
Escrow 170 Ind.	Ck. 165891	\$ 34,773.56	\$ 34,777.98	\$ 34,829.24	\$ 34,833.97	\$ 4.73
Ribbon of Hope	Ck. 430001959	\$ 10,841.11	\$ 10,906.07	\$ 5,687.41	\$ 5,787.41	\$ 100.00
Commission & Spec Accts		\$ 208,662.82	\$ 221,251.87	\$ 206,288.94	\$ 211,372.18	\$ 5,083.24
All Total		\$ 2,176,702.46	\$ 2,101,250.16	\$ 2,191,090.35	\$ 2,062,673.22	\$ (128,417.13)

Village Accounts at Month End



General Fund at Month End



\$0
\$200,000
\$400,000
\$600,000
\$800,000
\$1,000,000
\$1,200,000
\$1,400,000
\$1,600,000
\$1,800,000
\$2,000,000
\$2,200,000
\$2,400,000
\$2,600,000
\$2,800,000
\$3,000,000

July 15 Aug 15 Sep 15 Oct 15 Nov 15 Dec 15 Jan 16 Feb 16 Mar 16 Apr 16 May 16 Jun 16 Jul 16 Aug 16 Sep 16 Oct 16 Nov 16 Dec 16 Jan 17 Feb 17 Mar 17 Apr 17 May 17 Jun 17 July 17

**Commission Bills / Non AP Payments
7/1/2017 through 7/31/2017**

Date	Account	Num	Description	Memo	Amount
7/1/2017	4th July,ck102989	3204	Elsenpeter Productions	Troy Roark, 2017	(600.00)
7/1/2017	4th July,ck102989	3205	Frank Paul Entertainment	Frank Paul Band, 2017	(2,000.00)
7/2/2017	4th July,ck102989	3207	Prairie 4 H	petting zoo	(750.00)
7/2/2017	4th July,ck102989	3208	Dixie Crush	Dixie Crush Band, 2017	(2,000.00)
7/3/2017	4th July,ck102989	3203	First Community Bank &	Startup banks for fest	(20,000.00)
7/3/2017	4th July,ck102989	3209	Kevin E. Conner	ARRA	(3,750.00)
7/3/2017	4th July,ck102989	3213	Digging Records	Neverly Brothers Band balance due	(1,250.00)
7/3/2017	4th July,ck102989	3214	First Community Bank	start up banks	(5,000.00)
7/3/2017	4th July,ck102989	3215	Tom Stibernick	contract labor park maintenance	(850.00)
7/3/2017	4th July,ck102989	3216	Adam Detig	contract labor park maintenance	(2,400.00)
7/4/2017	4th July,ck102989	3210	3 Fish Entertainment	Kingfish	(2,800.00)
7/4/2017	4th July,ck102989	3211	Wizard Productions	sound 2017	(1,000.00)
7/4/2017	4th July,ck102989	3212	Wizard Productions	sound balance 2017	(250.00)
7/4/2017	4th July,ck102989	3235	Jason Moser	clean up	(80.00)
7/4/2017	4th July,ck102989	3236	Joseph Ledford	park clean up	(144.00)
7/4/2017	4th July,ck102989	3237	Matthew Bireline	park clean up	(68.00)
7/5/2017	4th July,ck102989	3217	Prairie 4 H	1st place float,2017	(1,000.00)
7/5/2017	4th July,ck102989	3218	Dralle Chevy & Buick	float 2nd place prize,2017	(750.00)
7/5/2017	4th July,ck102989	3219	First Community Bank	float 2nd place prize, 2017	(750.00)
7/5/2017	4th July,ck102989	3220	Beecher Chamber Of Comm	float 3rd place prize, 2017	(500.00)
7/5/2017	4th July,ck102989	3221	Zion Lutheran Church	float 3rd place prize, 2017	(500.00)
7/5/2017	4th July,ck102989	3222	Faith Church	float honorable mention, 2017	(250.00)
7/5/2017	4th July,ck102989	3223	Crete American Legion	float honorable mention, 2017	(250.00)
7/5/2017	4th July,ck102989	3224	Rancho El Consuelo	parade horse #1	(50.00)
7/5/2017	4th July,ck102989	3225	Noah Hamann	parade horse #2	(50.00)
7/5/2017	4th July,ck102989	3227	Ivan Castenda	parade horse #4	(50.00)
7/5/2017	4th July,ck102989	3228	Mark Bockelmann	uncle sam appearance fee,2017	(50.00)
7/5/2017	4th July,ck102989	3229	Amvets Post 67	color guard, 2017	(50.00)
7/5/2017	4th July,ck102989	3230	Stockyards Kilt Band	marching group, 2017	(1,000.00)
7/5/2017	4th July,ck102989	3231	Dawn Elliott	parade judge	(50.00)
7/5/2017	4th July,ck102989	3232	Nicole Elliott	parade judge	(50.00)
7/6/2017	4th July,ck102989	3238	Ken Bobowski	park maintenance	(116.78)
7/6/2017	4th July,ck102989	3239	Marge Cook	bingo stand supplies	(40.53)
7/6/2017	4th July,ck102989	3240	Walt's Food Center	misc. items	(74.59)
7/6/2017	4th July,ck102989	3241	Tiny's Kustomz Audio/Video	bingo stand electronics, Inv. 670	(2,699.91)
7/6/2017	4th July,ck102989	3242	The Times Media Company	newspaper inserts,2017	(1,092.65)
7/6/2017	4th July,ck102989	3243	Star Graphics & Media	4th of July banners	(1,731.00)
7/6/2017	4th July,ck102989	3244	Heritage FS	Fuel for beer truck	(51.34)
7/6/2017	4th July,ck102989	3245	Melrose Pyro-Technics	payment fireworks 2017	(28,500.00)
7/6/2017	4th July,ck102989	3246	Village Of Beecher	Police security	(5,000.00)
7/6/2017	4th July,ck102989	3247	Beecher Hardware	grounds maintenance materials	(2,500.46)
7/7/2017	4th July,ck102989	TXFR	Village Of Beecher	reimbursement for short term startu	(20,000.00)
7/10/2017	4th July,ck102989	3248	Brian Fravel	Security	(260.00)
7/10/2017	4th July,ck102989	3249	Christine Andretich	Security	(260.00)
7/10/2017	4th July,ck102989	3250	Brian King	Security	(260.00)
7/13/2017	4th July,ck102989	3251	Lowe's Home Centers	building materials/grounds	(809.33)
7/13/2017	4th July,ck102989	3252	Gene Burton (Patriotic Ponies)	Horse #3 (replaces check #3226)	(50.00)
7/13/2017	4th July,ck102989	3253	Princess Cafe	gift certificate for car storage	(50.00)
7/13/2017	4th July,ck102989	3254	Washington Township Community B	rental fee, comm.building	(250.00)
7/13/2017	4th July,ck102989	3255	Service Sanitation	porta john & handwash, Inv. 7326434	(4,088.50)
7/14/2017	4th July,ck102989	3256	Kozol Brothers	4th Beer expense	(13,932.40)
7/19/2017	4th July,ck102989	3257	Beecher Lions	state tax	(264.75)
7/19/2017	4th July,ck102989	3258	Beecher Lions	pull tab deposit	(5,030.25)
7/19/2017	4th July,ck102989	3259	Beecher Lions	bingo tax	(595.00)
7/19/2017	4th July,ck102989	3260	Beecher Lions	bingo deposit	(11,305.00)
7/19/2017	4th July,ck102989	3261	Beecher Lions	Big Six tax	(267.65)
7/19/2017	4th July,ck102989	3262	Beecher Lions	Big Six deposit	(6,360.35)
	4th July,ck102989 Total				(153,882.49)

7/17/2017	Builders Escrow,ck13056	1114	Tara Rosales	refund of landscape escrow	(500.00)
7/28/2017	Builders Escrow,ck13056	1115	Tadpole's Aquascapes	mowing charges Inv. 5558	(120.00)
	Builders Escrow,ck130567 Total				(620.00)
7/26/2017	Central_ck62618	EFT	Net Pay	Net Pay payroll 7/26/2017 EFT	(37,953.42)
7/12/2017	Central_ck62618	EFT	Net Pay	Net Pay payroll 7/12/2017 EFT	(45,493.08)
	Central_ck62618 Total				(83,446.50)
7/10/2017	General,ck9008	ACH	IDES	unemployment ins. 2nd qtr 2017	(1,306.64)
7/10/2017	General,ck9008	EFT	IMRF	Retirement contribution June 2017	(10,640.33)
7/11/2017	General,ck9008	23903	Illinois State Disbursement Unit	Little - 07/12/17 payroll	(1,080.00)
7/11/2017	General,ck9008	23904	Operating Engineers Local 399	PW & Clerical Union Dues	(173.25)
7/14/2017	General,ck9008	EFT	Fed Payroll Taxes	Fed w/h, ss, med payroll 7/14/2017	(19,738.18)
7/14/2017	General,ck9008	EFT	Il Dept. Revenue	IL w/h tax payroll 7/14/2017	(2,319.62)
7/18/2017	General,ck9008	23905	Humana Dental	181933654	(960.13)
7/18/2017	General,ck9008	23906	AFLAC	Aflac suplimental ins	(260.54)
7/26/2017	General,ck9008	23907	Illinois State Disbursement Unit	Little - 07/26/17 payroll	(1,080.00)
7/28/2017	General,ck9008	23908	VSP Of Illinois	vision ins, 803991611	(162.45)
7/28/2017	General,ck9008	EFT	Fed Payroll Taxes	Fed w/h, ss, med payroll 7/28/2017	(15,465.67)
7/28/2017	General,ck9008	EFT	Il Dept. Revenue	IL w/h tax payroll 7/28/2017	(2,527.97)
7/31/2017	General,ck9008	23909	NCPERS Group Life Ins.	supp. life ins., 47250817	(48.00)
7/31/2017	General,ck9008	23910	Teamsters Union Local # 727	Police Union health ins, July 2017	(5,555.00)
7/31/2017	General,ck9008	23911	Icma	302933 deferred comp.deducts	(250.00)
	General,ck9008 Total				(61,567.78)
7/17/2017	Infrastructure,ck140074	EFT	First Community Bank	Auto payment on loan July 2017	(2,640.98)
	Infrastructure,ck140074 Total				(2,640.98)
7/11/2017	Joint Fuel,ck70041	1241	Heritage FS	Inv. 77474	(1,869.16)
7/28/2017	Joint Fuel,ck70041	1242	Heritage FS	Inv. 77535	(2,241.14)
7/28/2017	Joint Fuel,ck70041	1243	Heritage FS	Inv. 77596	(2,070.95)
7/28/2017	Joint Fuel,ck70041	1244	Heritage FS	Inv. 77652	(2,451.07)
	Joint Fuel,ck70041 Total				(8,632.32)
7/5/2017	O & M,ck9210	8136	Beecher Postmaster	Water bills - July 2017	(471.69)
7/10/2017	O & M,ck9210	EFT	IMRF	Retirement contribution June 2017	(4,641.20)
7/12/2017	O & M,ck9210	8137	Operating Engineers Local 399	PW & Clerical Union Dues	(299.50)
7/14/2017	O & M,ck9210	ACH	Credit Card Charges	fees for June 2017 Credit Card	(13.46)
7/31/2017	O & M,ck9210	8138	Icma	302933 deferred comp.deducts	(1,442.59)
	O & M,ck9210 Total				(6,868.44)
7/11/2017	Refuse,ck59692	766	Star / A&J Disposal	pick up, June 2017,#11-28728	(24,273.60)
	Refuse,ck59692 Total				(24,273.60)
7/3/2017	W-S Debt,ck107689	EFT	First Community Bank	Loan #95470 payment 07/03/17	(361.66)
	W-S Debt,ck107689 Total				(361.66)
7/12/2017	Youth Comm.,ck135895	1359	Walt's Food Center	misc. items	(184.42)
7/18/2017	Youth Comm.,ck135895	1360	Deep River Waterpark	water park event	(2,690.00)
	Youth Comm.,ck135895 Total				(2,874.42)
	Grand Total				(345,168.19)

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Operating Revenue				
01-00-311 REAL ESTATE TAX	389,808.06	469,495.91	967,217.00	497,721.09
01-00-321 LIQUOR LICENSES	250.00	1,675.00	11,900.00	10,225.00
01-00-323 BUSINESS LICENSES	50.00	600.00	3,050.00	2,450.00
01-00-324 ANIMAL LICENSES	1,260.00	1,665.00	9,630.00	7,965.00
01-00-325 CONTRACTOR'S LICENSES	1,350.00	2,850.00	17,500.00	14,650.00
01-00-326 AMUSEMENT DEVICE LICENSES	1,375.00	1,375.00	1,175.00	(200.00)
01-00-327 VIDEO GAMING TAX	4,644.14	8,608.49	36,224.00	27,615.51
01-00-331 BUILDING PERMITS	2,736.00	3,771.00	41,683.00	37,912.00
01-00-341 STATE INCOME TAX	43,756.62	66,446.39	440,259.00	373,812.61
01-00-343 REPLACEMENT TAX	0.00	904.73	5,420.00	4,515.27
01-00-345 SALES TAX	38,421.15	68,879.63	425,312.00	356,432.37
01-00-347 STATE USE TAX	9,763.56	17,271.57	100,315.00	83,043.43
01-00-361 COURT FINES	3,563.89	5,151.80	49,000.00	43,848.20
01-00-362 LOCAL ORDINANCE FINES	250.00	550.00	10,900.00	10,350.00
01-00-363 TOWING FEES	1,500.00	3,000.00	17,000.00	14,000.00
01-00-381 INTEREST INCOME	106.96	187.11	1,610.00	1,422.89
01-00-382 TELECOMM/EXCISE TAX	8,558.12	16,826.08	106,600.00	89,773.92
01-00-383 FRANCHISE FEES - CATV	0.00	18,508.82	69,393.00	50,884.18
01-00-386 MOSQUITO ABATEMENT FEES	525.16	3,243.10	20,040.00	16,796.90
01-00-387 FINGERPRINT FEES	75.00	135.00	1,800.00	1,665.00
01-00-389 MISCELLANEOUS INCOME	1,405.00	2,159.76	14,900.00	12,740.24
Total Operating Revenue	\$509,398.66	\$693,304.39	\$2,350,928.00	\$1,657,623.61
Total Revenue	\$509,398.66	\$693,304.39	\$2,350,928.00	\$1,657,623.61
Operating Expense				
01-01-442 APPT OFFICIALS SALARIES	0.00	408.33	4,900.00	4,491.67
01-01-461 SOCIAL SECURITY	0.00	31.24	2,127.00	2,095.76
01-01-552 TELEPHONE	0.00	560.00	560.00	0.00
01-01-561 DUES AND PUBLICATIONS	1,440.00	1,440.00	8,155.00	6,715.00
01-01-565 CONFERENCES	0.00	380.07	8,000.00	7,619.93
01-01-566 MEETING EXPENSES	60.50	111.40	250.00	138.60
01-02-566 MEETING EXPENSES	100.00	100.00	1,200.00	1,100.00
01-03-421 SALARIES FULL-TIME	7,178.46	17,946.15	96,877.00	78,930.85
01-03-451 HEALTH INSURANCE	2,062.04	5,849.08	24,389.00	18,539.92
01-03-461 SOCIAL SECURITY	549.14	1,372.85	7,411.00	6,038.15
01-03-462 IMRF	1,193.06	1,988.43	10,734.00	8,745.57
01-03-534 LEGAL SERVICES	1,626.93	4,348.18	23,205.00	18,856.82
01-03-536 DATA PROCESSING SERVICES	993.65	1,139.90	4,150.00	3,010.10
01-03-551 POSTAGE	192.51	410.27	1,950.00	1,539.73
01-03-552 TELEPHONE	769.49	2,105.03	9,800.00	7,694.97
01-03-555 COPYING AND PRINTING	0.00	1,337.72	4,800.00	3,462.28
01-03-558 LEGAL NOTICES	1,835.00	1,835.00	2,020.00	185.00
01-03-561 DUES AND PUBLICATIONS	0.00	259.75	1,160.00	900.25
01-03-567 PROFESSIONAL DEVELOPMENT	264.34	735.45	4,000.00	3,264.55
01-03-651 OFFICE SUPPLIES	246.10	246.10	1,900.00	1,653.90
01-04-595 OTHER CONTRACTUAL SERVICES	2,024.56	3,037.44	33,683.00	30,645.56
01-05-513 MAINT SERVICE- VEHICLES	0.00	724.93	5,000.00	4,275.07
01-05-652 FIELD SUPPLIES	466.07	1,890.96	5,000.00	3,109.04
01-06-421 SALARIES FULL-TIME	42,104.27	103,693.36	552,324.00	448,630.64
01-06-422 SALARIES PART-TIME	13,115.38	29,251.51	125,411.00	96,159.49
01-06-423 OVERTIME	3,347.51	7,980.03	67,666.00	59,685.97
01-06-451 HEALTH INSURANCE	8,892.67	20,861.23	114,046.00	93,184.77
01-06-461 SOCIAL SECURITY	4,519.14	10,748.42	57,023.00	46,274.58

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01-06-462 IMRF	8,238.36	13,840.38	75,879.00	62,038.62
01-06-471 UNIFORM ALLOWANCE	265.97	2,078.84	8,850.00	6,771.16
01-06-513 MAINT. SERVICE - VEHICLES	1,521.05	2,219.35	13,145.00	10,925.65
01-06-521 MAINT. SERVICE - EQUIP	868.18	2,814.65	16,230.00	13,415.35
01-06-534 LEGAL SERVICES	1,275.00	4,275.00	17,800.00	13,525.00
01-06-536 DATA PROCESSING SERVICES	604.52	904.52	6,000.00	5,095.48
01-06-549 OTHER PROFESSIONAL SERVICES	265.69	4,592.04	5,700.00	1,107.96
01-06-551 POSTAGE	0.00	21.75	950.00	928.25
01-06-552 TELEPHONE	605.86	1,941.40	8,000.00	6,058.60
01-06-555 COPYING AND PRINTING	98.50	508.10	2,400.00	1,891.90
01-06-556 DISPATCHING SERVICES	9,340.00	18,680.00	112,272.00	93,592.00
01-06-563 TRAINING	591.45	1,286.45	9,900.00	8,613.55
01-06-651 OFFICE SUPPLIES	88.72	88.72	2,400.00	2,311.28
01-06-652 FIELD SUPPLIES	1,593.87	2,341.28	16,000.00	13,658.72
01-06-656 UNLEADED FUEL	2,577.45	4,914.11	26,590.00	21,675.89
01-06-840 NEW VEHICLE	27,444.00	27,444.00	30,800.00	3,356.00
01-08-421 SALARIES FULL-TIME	8,437.00	20,982.22	106,328.00	85,345.78
01-08-423 OVERTIME	71.70	645.31	12,202.00	11,556.69
01-08-451 HEALTH INSURANCE	1,839.01	5,277.89	21,520.00	16,242.11
01-08-461 SOCIAL SECURITY	636.94	1,594.50	9,068.00	7,473.50
01-08-462 IMRF	1,417.27	2,364.55	13,134.00	10,769.45
01-08-471 UNIFORM ALLOWANCE	317.58	317.58	2,000.00	1,682.42
01-08-512 MAINT. SERVICE - EQUIPMENT	58.69	499.64	2,300.00	1,800.36
01-08-514 MAINT. SERVICE - STREET	0.00	475.00	24,600.00	24,125.00
01-08-533 ENGINEERING	340.00	1,444.80	2,900.00	1,455.20
01-08-572 STREET LIGHTING	10,322.34	20,637.27	119,500.00	98,862.73
01-08-576 RENTALS	674.96	769.08	9,763.00	8,993.92
01-08-612 MAINT. SUPPLIES EQUIPMENT	601.91	601.91	2,800.00	2,198.09
01-08-614 MAINT. SUPPLIES - STREET	911.67	7,140.45	33,136.00	25,995.55
01-08-656 UNLEADED FUEL	1,862.19	3,692.61	32,750.00	29,057.39
01-09-511 MAINT. SERVICE - BUILDING	1,101.37	1,721.37	11,480.00	9,758.63
01-09-611 MAINT. SUPPLIES - BUILDING	42.00	42.00	990.00	948.00
01-09-654 JANITORIAL SUPPLIES	180.30	269.23	1,500.00	1,230.77
01-09-820 BUILDING	0.00	189.43	5,300.00	5,110.57
01-10-860 CAPITAL OUTLAY-INFRASTRUCT.	8,411.09	29,861.09	50,000.00	20,138.91
01-11-451 HEALTH INSURANCE	129.36	5,387.88	10,600.00	5,212.12
01-11-592 COMPREHENSIVE INSURANCE	2,460.00	2,460.00	75,889.00	73,429.00
01-11-595 OTHER CONTRACTUAL SERV	119.70	119.70	624.00	504.30
01-11-914 SALES TAX REIMBURSEMENTS	29,841.72	29,841.72	133,377.00	103,535.28
01-11-953 INTERFUND TRANSFERS	20,000.00	20,000.00	0.00	(20,000.00)
01-11-954 INTERFUND TRANS- GO BOND ACCT	1,281.25	11,249.36	85,922.00	74,672.64
01-13-422 SALARIES PART-TIME	825.00	1,864.50	6,504.00	4,639.50
01-13-461 SOCIAL SECURITY	63.12	142.64	496.00	353.36
01-13-515 MAINT SERVICE - PARKS	2,870.00	2,870.00	6,400.00	3,530.00
01-13-571 ELECTRIC POWER	360.91	661.65	3,540.00	2,878.35
01-13-595 CONTRACTUAL SERVICES	280.00	560.00	2,400.00	1,840.00
01-13-614 MAINT SUPPLIES - PARKS	1,584.00	1,791.69	3,700.00	1,908.31
Total Operating Expense	\$245,400.52	\$484,218.49	\$2,321,380.00	\$1,837,161.51
Total Expense	\$245,400.52	\$484,218.49	\$2,321,380.00	\$1,837,161.51
Excess Revenue Over Expenses	\$263,998.14	\$209,085.90	\$29,548.00	(\$179,537.90)

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
11 - CAPITAL EQUIPMENT SINKING FUND				
Operating Revenue				
11-00-381 INTEREST INCOME	4.95	10.39	0.00	(10.39)
Total Operating Revenue	\$4.95	\$10.39	\$0.00	(\$10.39)
Total Revenue	\$4.95	\$10.39	\$0.00	(\$10.39)
Excess Revenue Over Expenses	\$4.95	\$10.39	\$0.00	(\$10.39)

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
12 - REFUSE ACCOUNT				
Operating Revenue				
12-00-377 REFUSE CHARGES	10,627.54	52,780.68	322,299.00	269,518.32
12-00-381 INTEREST INCOME	9.40	18.29	0.00	(18.29)
12-00-389 MISCELLANEOUS INCOME	248.06	818.36	8,000.00	7,181.64
Total Operating Revenue	\$10,885.00	\$53,617.33	\$330,299.00	\$276,681.67
Total Revenue	\$10,885.00	\$53,617.33	\$330,299.00	\$276,681.67
Operating Expense				
12-07-573 REFUSE DISPOSAL	24,086.40	48,172.80	300,252.00	252,079.20
12-07-578 YARD WASTE BAGS	177.75	355.50	8,000.00	7,644.50
Total Operating Expense	\$24,264.15	\$48,528.30	\$308,252.00	\$259,723.70
Total Expense	\$24,264.15	\$48,528.30	\$308,252.00	\$259,723.70
Excess Revenue Over Expenses	(\$13,379.15)	\$5,089.03	\$22,047.00	\$16,957.97

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14 - MFT ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
Operating Revenue				
14-00-344 MOTOR FUEL TAX	9,676.58	19,220.48	111,678.00	92,457.52
14-00-381 INTEREST	14.61	33.51	100.00	66.49
14-00-384 SAFE ROUTES TO SCHOOL GRANT	0.00	2,562.62	5,500.00	2,937.38
Total Operating Revenue	\$9,691.19	\$21,816.61	\$117,278.00	\$95,461.39
Total Revenue	\$9,691.19	\$21,816.61	\$117,278.00	\$95,461.39
Operating Expense				
14-08-533 ENGINEERING	0.00	11,298.64	182,953.00	171,654.36
14-08-614 MAINT. SUPPLIES - STREET	0.00	14,537.30	75,791.00	61,253.70
14-10-860 CAPITAL OUTLAY-INFRASTRUCTURE	0.00	6,577.15	35,244.00	28,666.85
Total Operating Expense	\$0.00	\$32,413.09	\$293,988.00	\$261,574.91
Total Expense	\$0.00	\$32,413.09	\$293,988.00	\$261,574.91
Excess Revenue Over Expenses	\$9,691.19	(\$10,596.48)	(\$176,710.00)	(\$166,113.52)

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
16 - JOINT FUEL ACCOUNT				
Operating Revenue				
16-00-358 FUEL FUND REIMBURSEMENTS	14,255.40	34,895.79	178,640.00	143,744.21
16-00-381 INTEREST	5.47	11.32	0.00	(11.32)
Total Operating Revenue	\$14,260.87	\$34,907.11	\$178,640.00	\$143,732.89
Total Revenue	\$14,260.87	\$34,907.11	\$178,640.00	\$143,732.89
Operating Expense				
16-12-577 FUEL PAYMENTS	15,595.58	28,608.18	178,640.00	150,031.82
Total Operating Expense	\$15,595.58	\$28,608.18	\$178,640.00	\$150,031.82
Total Expense	\$15,595.58	\$28,608.18	\$178,640.00	\$150,031.82
Excess Revenue Over Expenses	(\$1,334.71)	\$6,298.93	\$0.00	(\$6,298.93)

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
18 - G.O. BOND REDEMPTION FUND				
Operating Revenue				
18-00-381 INTEREST INCOME	0.14	0.30	0.00	(0.30)
Total Operating Revenue	\$0.14	\$0.30	\$0.00	(\$0.30)
Total Revenue	\$0.14	\$0.30	\$0.00	(\$0.30)
Excess Revenue Over Expenses	\$0.14	\$0.30	\$0.00	(\$0.30)

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19 - PUBLIC INFRASTRUCTURE ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
Operating Revenue				
19-00-346 1/2% INFRASTRUCTURE SALES TAX	10,104.25	20,441.80	138,424.00	117,982.20
19-00-381 INTEREST INCOME	33.77	69.89	100.00	30.11
Total Operating Revenue	\$10,138.02	\$20,511.69	\$138,524.00	\$118,012.31
Total Revenue	\$10,138.02	\$20,511.69	\$138,524.00	\$118,012.31
Operating Expense				
19-19-711 DEBT SERV-2014 STP ENGIN LOAN	2,640.98	5,281.96	31,692.00	26,410.04
Total Operating Expense	\$2,640.98	\$5,281.96	\$31,692.00	\$26,410.04
Total Expense	\$2,640.98	\$5,281.96	\$31,692.00	\$26,410.04
Excess Revenue Over Expenses	\$7,497.04	\$15,229.73	\$106,832.00	\$91,602.27

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
51 - WATER ACCOUNT				
Operating Revenue				
51-00-371 WATER CHARGES	21,723.70	112,174.33	713,377.00	601,202.67
51-00-375 WATER SERVICE CONNECTION FEES	275.00	1,155.84	8,000.00	6,844.16
51-00-381 INTEREST INCOME	17.11	25.84	340.00	314.16
51-00-387 RENTAL INCOME	225.00	450.00	2,700.00	2,250.00
Total Operating Revenue	\$22,240.81	\$113,806.01	\$724,417.00	\$610,610.99
Total Revenue	\$22,240.81	\$113,806.01	\$724,417.00	\$610,610.99
Operating Expense				
51-20-421 SALARIES FULL-TIME	16,209.12	40,092.06	214,533.00	174,440.94
51-20-422 SALARIES PART-TIME	1,314.62	1,314.62	11,200.00	9,885.38
51-20-423 SALARIES OVERTIME	353.39	953.05	9,183.00	8,229.95
51-20-451 HEALTH INSURANCE	2,695.48	11,432.90	31,884.00	20,451.10
51-20-461 SOCIAL SECURITY	1,324.67	3,197.57	17,971.00	14,773.43
51-20-462 IMRF	2,624.03	4,146.33	24,788.00	20,641.67
51-20-471 UNIFORMS	0.00	219.80	400.00	180.20
51-20-513 MAINT. SERVICE- VEHICLES	2,686.62	2,686.62	4,500.00	1,813.38
51-20-517 MAINT. SERVICE - WATER SYSTEM	995.53	995.53	33,000.00	32,004.47
51-20-536 DATA PROCESSING SERVICES	0.00	2,949.94	3,500.00	550.06
51-20-537 LABORATORY ANALYSIS	0.00	231.80	5,600.00	5,368.20
51-20-551 POSTAGE	0.00	235.78	2,400.00	2,164.22
51-20-552 TELEPHONE	115.09	115.09	1,680.00	1,564.91
51-20-553 LEASED CONTROL LINES	0.00	171.14	2,280.00	2,108.86
51-20-561 DUES AND PUBLICATIONS	0.00	366.56	600.00	233.44
51-20-571 ELECTRIC POWER	4.07	703.76	31,653.00	30,949.24
51-20-595 OTHER PROFESSIONAL SERVICES	818.00	818.00	900.00	82.00
51-20-616 MAINT. SUPPLIES-WATER SYSTEM	571.73	5,989.56	64,417.00	58,427.44
51-20-653 SMALL TOOLS	0.00	1,198.00	1,598.00	400.00
51-20-830 CAPITAL OUTLAY - EQUIPMENT	0.00	4,995.00	6,000.00	1,005.00
Total Operating Expense	\$29,712.35	\$82,813.11	\$468,087.00	\$385,273.89
Total Expense	\$29,712.35	\$82,813.11	\$468,087.00	\$385,273.89
Excess Revenue Over Expenses	(\$7,471.54)	\$30,992.90	\$256,330.00	\$225,337.10

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YTD 5/1/2017 to 6/30/2017

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
52 - SEWER ACCOUNT				
Operating Revenue				
52-00-372 SEWER CHARGES	15,480.21	75,387.79	478,933.00	403,545.21
52-00-373 LIFT STATION CHARGES	384.73	1,793.21	11,200.00	9,406.79
52-00-374 DEBT SERVICES CHARGES	3,453.77	18,327.40	110,400.00	92,072.60
Total Operating Revenue	\$19,318.71	\$95,508.40	\$600,533.00	\$505,024.60
Total Revenue	\$19,318.71	\$95,508.40	\$600,533.00	\$505,024.60
Operating Expense				
52-21-421 SALARIES FULL-TIME	13,608.72	32,576.90	169,400.00	136,823.10
52-21-423 OVERTIME	210.84	1,168.24	9,569.00	8,400.76
52-21-451 HEALTH INSURANCE	3,182.55	7,852.73	29,487.00	21,634.27
52-21-461 SOCIAL SECURITY	1,085.81	2,613.74	13,615.00	11,001.26
52-21-462 IMRF	2,195.98	3,641.11	19,719.00	16,077.89
52-21-471 UNIFORM ALLOWANCE	0.00	1,426.86	4,500.00	3,073.14
52-21-512 MAINT. SERVICE - EQUIPMENT	0.00	2,374.30	8,000.00	5,625.70
52-21-513 MAINT. SERVICE - VEHICLES	0.00	928.20	1,900.00	971.80
52-21-518 MAINT SERVICE SEWER SYSTEM	0.00	60.00	16,900.00	16,840.00
52-21-533 ENGINEERING	0.00	230.00	1,000.00	770.00
52-21-537 LABORATORY ANALYSIS	1,145.68	1,252.58	7,207.00	5,954.42
52-21-551 POSTAGE	0.00	235.79	1,900.00	1,664.21
52-21-552 TELEPHONE	0.00	165.26	2,280.00	2,114.74
52-21-562 IEPA PERMIT FEES	11,000.00	11,000.00	11,000.00	0.00
52-21-571 ELECTRICAL POWER	586.23	5,753.94	65,588.00	59,834.06
52-21-574 NATURAL GAS	320.90	606.84	5,900.00	5,293.16
52-21-595 OTHER PROFESSIONAL SERV	3,750.00	7,500.00	45,000.00	37,500.00
52-21-612 MAINT. SUPPLIES - EQUIPMENT	0.00	434.55	2,700.00	2,265.45
Total Operating Expense	\$37,086.71	\$79,821.04	\$415,665.00	\$335,843.96
Total Expense	\$37,086.71	\$79,821.04	\$415,665.00	\$335,843.96
Excess Revenue Over Expenses	(\$17,768.00)	\$15,687.36	\$184,868.00	\$169,180.64

VILLAGE OF BEECHER (BEEFND)

Budget Revenue & Expense Report

Current: 6/1/2017 to 6/30/2017

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
53 - WATER & SEWER CAPITAL IMPR				
Operating Revenue				
53-22-381 INTEREST	8.18	17.23	150.00	132.77
Total Operating Revenue	\$8.18	\$17.23	\$150.00	\$132.77
Total Revenue	\$8.18	\$17.23	\$150.00	\$132.77
Operating Expense				
53-22-533 ENGINEERING	2,808.75	2,808.75	15,000.00	12,191.25
53-22-535 PLANNING SERVICES	0.00	352.97	6,000.00	5,647.03
53-22-595 OTHER PROFESSIONAL SERVICES	75.00	75.00	4,500.00	4,425.00
Total Operating Expense	\$2,883.75	\$3,236.72	\$25,500.00	\$22,263.28
Total Expense	\$2,883.75	\$3,236.72	\$25,500.00	\$22,263.28
Excess Revenue Over Expenses	(\$2,875.57)	(\$3,219.49)	(\$25,350.00)	(\$22,130.51)

VILLAGE OF BEECHER (BEEFND)

Budget Revenue & Expense Report

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
54 - WATER & SEWER DEBT SERVICE				
Operating Revenue				
54-22-336 UTILITY TAX	7,961.98	23,439.32	186,736.00	163,296.68
54-22-346 1/2% INFRA SALES TX	10,104.26	20,441.81	138,424.00	117,982.19
54-22-381 INTEREST INCOME	22.30	55.28	510.00	454.72
Total Operating Revenue	\$18,088.54	\$43,936.41	\$325,670.00	\$281,733.59
Total Revenue	\$18,088.54	\$43,936.41	\$325,670.00	\$281,733.59
Operating Expense				
54-21-533 ENGINEERING	42,180.00	87,878.75	300,000.00	212,121.25
54-21-711 2013 INSTALLMENT CONTRACT	0.00	76,267.83	81,642.00	5,374.17
54-22-712 2018 BALLOON LOAN	373.72	735.38	353,738.00	353,002.62
Total Operating Expense	\$42,553.72	\$164,881.96	\$735,380.00	\$570,498.04
Total Expense	\$42,553.72	\$164,881.96	\$735,380.00	\$570,498.04
Excess Revenue Over Expenses	(\$24,465.18)	(\$120,945.55)	(\$409,710.00)	(\$288,764.45)

VILLAGE OF BEECHER (BEEFND)

Budget Revenue & Expense Report

Current: 6/1/2017 to 6/30/2017

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
55 - WATERMAIN REPLACEMENT FUND				
Operating Revenue				
55-21-381 INTEREST INCOME	42.83	89.99	300.00	210.01
Total Operating Revenue	\$42.83	\$89.99	\$300.00	\$210.01
Total Revenue	\$42.83	\$89.99	\$300.00	\$210.01
Operating Expense				
55-21-533 ENGINEERING	6,588.44	7,175.94	136,500.00	129,324.06
55-21-861 CAPITAL OUTLAY-PENFIELD MAIN	255,102.30	255,102.30	1,051,000.00	795,897.70
Total Operating Expense	\$261,690.74	\$262,278.24	\$1,187,500.00	\$925,221.76
Total Expense	\$261,690.74	\$262,278.24	\$1,187,500.00	\$925,221.76
Excess Revenue Over Expenses	(\$261,647.91)	(\$262,188.25)	(\$1,187,200.00)	(\$925,011.75)

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR 607 PENFIELD STREET UNDER THE ZONING ORDINANCE OF THE VILLAGE OF BEECHER.

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have received a Special Use Permit application for the property commonly known as 607 Penfield Street, Beecher, Illinois (hereinafter the “Premises”) to allow two (2) detached structures on one (1) zoning lot; and

WHEREAS, the Premises are currently zoned R-1A Zoning District under the Zoning Ordinance of the Village of Beecher (hereinafter the “Village Zoning Ordinance”); and

WHEREAS, pursuant to proper legal notice, the Planning and Zoning Commission of the Village of Beecher conducted a public hearing on the Special Use Permit application on July 27, 2017, and has determined that it would not pose a negative effect on property values in the area nor will it be unreasonably detrimental to the public health, safety or general welfare and has unanimously recommended that the Village Board approve the Petitioner’s Special Use Permit; and

WHEREAS, the Corporate Authorities of this Village of Beecher, Will County, Illinois, having reviewed the current provisions of the Zoning Ordinance, the Planning and Zoning Commission findings of fact, and the Petitioner’s request, now finds that its approval of this Application would not be inconsistent with surrounding uses nor be contrary to the intent of the Zoning Code of the Village and would be in the best interests of the residents of this Village and the approval of this Application will promote the health, safety, morals and general welfare of this community.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: After receiving the recommendation for approval from the Planning and Zoning Commission for the Special Use for 607 Penfield, Beecher, Illinois, and confirming that the Special Use otherwise conforms to the applicable regulations of the R-1A Zoning District, the Corporate Authorities of the Village of Beecher, Will County, Illinois, adopt the Findings of Fact made by the Planning and Zoning Commission, a true and correct copy of which is marked as *Exhibit A*, attached hereto and incorporated by reference as if fully set forth herein and additionally find as follows:

- a. The Special use is deemed necessary for the public convenience at the location;
- b. The Special Use is so designated, located and proposed to be operated that the public health safety and welfare will be protected; and
- c. The Special Use will not cause substantial injury to the value of other property in the neighborhood in which it is located.

SECTION TWO: That the Premises commonly known as 607 Penfield Street in Beecher are hereby granted a Special Use Permit to allow two (2) detached structures on one (1) zoning lot consistent with the Application for Special Use Permit with no further conditions.

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law, and is enacted pursuant to the statutory non-Home Rule Authority of the Village of Beecher as granted by 65 ILCS 5/11-13-1, *et seq.*

SECTION FOUR: This Ordinance is subject to change or amendment in accordance with the regular procedures of the Village of Beecher and the owner and the subsequent owners of any property affected by this Ordinance should recognize the right of the Village of Beecher in this regard when contemplating any investment or expenditure of money.

SECTION FIVE: That failure of the owner or other party in interest, or a subsequent owner or other party in interest, to comply with the terms of this Ordinance, after execution of this Ordinance, shall subject the owner or party in interest to the penalties set forth in the Village Zoning Ordinance, and/or termination of the special use after notice and public hearing in accordance with the procedures required by statute and the Village Zoning Ordinance.

PASSED and APPROVED this _____ day of August, 2017.

Yeas: _____

Nays: _____

Abstain: _____

Present: _____

Greg Szymanski, Village President

ATTEST:

Janett Conner, Village Clerk

EXHIBIT A

The Planning and Zoning Commission shall not recommend the approval of a proposed Special Use unless it finds that:

1. *The approval of such Special Use is in the public interest and not solely for the interest of the applicant;*

Rear yard accessory storage sheds are common in residential areas as they allow for enclosed storage and prevent unsightly clutter in residential yards. The only reason the special use is required in this case is that the property has an existing detached garage which is considered an accessory structure, and a special use is required for multiple accessory structures on a lot.

2. *That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;*

The petitioner's neighbors have filed a petition in support of the request, and one neighbor attended the hearing to speak in support, suggesting the request is in the interest not only of the petitioner but of the residents in the neighborhood as well. The neighbor in attendance at the hearing stated that it was preferable to keep storage in an enclosed shed as opposed to out in the open in the yard.

3. *That such use will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or injurious to property values or improvements in the vicinity; and*

The proposed shed complies with the requirements for accessory structures. The shed is 120sf (12ft x 10ft) and located in the rear corner of the lot, with 5ft setback from the rear and side lot line allowing for access to all sides of the structure for maintenance without encroachment onto adjacent properties. As previously stated, accessory residential sheds are common in rear yards and this is only an issue due to the existing detached garage. There are other existing instances within the Village of both a detached garage and storage shed in the rear yard. The proposed petition will not be detrimental to health, safety, morals or general welfare of the neighborhood.

4. *That the proposed use will comply with the regulations and conditions specified in this Ordinance for such use, and with the stipulations and conditions made a part of the authorization granted by the Village Board.*

The proposed accessory shed will otherwise meet all of the standards set forth in the Zoning Ordinance relating to accessory structures and lot setback requirements.



Community Planning + Site Design + Development Economics + Landscape Architecture

TO: Robert O. Barber, Village Administrator
Village of Beecher

FROM: Pete Iosue, AICP, Senior Planner
Teska Associates, Inc.

DATE: July 28, 2017

RE: Plan Commission Findings of Fact

At the Village of Beecher Plan Commission meeting on Thursday, July 27, 2017, a public hearing was conducted for a special use request for a rear yard shed at 607 Penfield Street. As the subject property currently has a detached garage, a special use is required for more than one accessory structure on the lot. We have prepared the following draft Findings of Fact as related to the public hearing.

The special use request for an additional accessory structure on the lot was approved by the Plan Commission by a unanimous vote, and approval is recommended to the Village Board in accordance with the standards as stated in Section 12.11 SPECIAL USES in the Village of Beecher Zoning Ordinance, and outlined below:

1. *The approval of such Special Use is in the public interest and not solely for the interest of the applicant;*

Rear yard accessory storage sheds are common in residential areas as they allow for enclosed storage and prevent unsightly clutter in residential yards. The only reason the special use is required in this case is that the property has an existing detached garage which is considered an accessory structure, and a special use is required for multiple accessory structures on a lot.

2. *That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;*

The petitioner's neighbors have filed a petition in support of the request, and one neighbor attended the hearing to speak in support, suggesting the request is in the interest not only of the petitioner but of the residents in the neighborhood as well. The neighbor in attendance at the hearing stated that it was preferable to keep storage in an enclosed shed as opposed to out in the open in the yard.

Teska Associates, Inc.

3. *That such use will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or injurious to property values or improvements in the vicinity; and*

The proposed shed complies with the requirements for accessory structures. The shed is 120sf (12ft x 10ft) and located in the rear corner of the lot, with 5ft setback from the rear and side lot line allowing for access to all sides of the structure for maintenance without encroachment onto adjacent properties. As previously stated, accessory residential sheds are common in rear yards and this is only an issue due to the existing detached garage. There are other existing instances within the Village of both a detached garage and storage shed in the rear yard. The proposed petition will not be detrimental to health, safety, morals or general welfare of the neighborhood.

4. *That the proposed use will comply with the regulations and conditions specified in this Ordinance for such use, and with the stipulations and conditions made a part of the authorization granted by the Village Board.*

The proposed accessory shed will otherwise meet all of the standards set forth in the Zoning Ordinance relating to accessory structures and lot setback requirements.

After review of the petition and the required standards for special uses, the Plan Commission recommended approval to the Village Board with no additional conditions attached.

Please feel free to contact me should you have any questions.

VILLAGE OF BEECHER, ILLINOIS
2017 WASTEWATER TREATMENT PLANT IMPROVEMENTS
CONSTRUCTION SERVICES

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT effective as of _____, _____ (“Effective Date”) between Village of Beecher (“Owner”) and Baxter and Woodman, Inc. (“Engineer”).

Owner’s Project, of which the Engineer’s services under this Agreement are a part, is generally identified in Exhibit A (“Project”), attached hereto and incorporated herein by this reference.

Owner and Engineer in consideration of their mutual covenants set forth herein agree as follows:

1. **SERVICES OF ENGINEER**

1.1 Engineer shall provide, or cause to be provided, if part of its scope, the services set forth herein and in Exhibit B, attached hereto and incorporated herein by this reference.

2. **OWNER’S RESPONSIBILITIES**

2.1 Provide the Engineer with all criteria and full information as to the Owner’s requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications, and furnish copies of Owner’s standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

2.2 Furnish the Engineer all available information pertinent to the Project including reports and data relative to previous designs, existing conditions, or investigations at or adjacent to the Site.

2.3 Furnish or otherwise make available additional project related information and data as is reasonably required to enable Engineer to complete the Project.

2.4 Owner warrants that all known hazardous materials on or beneath the site have been identified to the Engineer. The Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials. The Engineer shall not be required by the Owner to provide certifications that soils, including soil mixed with other clean construction or demolition debris, are or are not contaminated unless this service is set forth in Exhibit B.

- 2.5 The Engineer will rely, without liability, upon the accuracy and completeness of all information furnished by the Owner, including its consultants, contractors, specialty contractors, manufacturers, suppliers, and publishers of technical standards pursuant to this Agreement without independently verifying the information.
- 2.6 The Engineer may reasonably rely on the express and implied representations made by contractors, manufacturers, suppliers, and installers of equipment, materials, and products required by the construction documents as being suitable fit for their intended purposes and compliant with the construction documents and applicable project requirements.
- 2.7 Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

3. **SCHEDULE FOR RENDERING SERVICES**

- 3.1 Engineer is authorized to begin services as of the Effective Date.
- 3.2 Engineer shall complete the Construction Services performed or furnished under Exhibit B, Sections 1 through 8 within 469 Calendar Days from the effective date of this Agreement.
- 3.3 If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation shall be adjusted equitably.
- 3.4 If the Engineer is hindered, delayed or prevented from performing under the Agreement as a result of any act or neglect of the Owner (or those for whom the Owner is responsible) or force majeure, the time for completion of the Engineer's work shall be extended by the period of the resulting delay and the rates and amounts of Engineer's compensation shall be adjusted equitably. Force majeure includes, but is not limited to acts of God, wars, terrorism, strikes, labor walkouts, fires, natural disasters, or requirements of governmental agencies.

4. **COMPENSATION, INVOICES AND PAYMENTS**

- 4.1 The Owner shall pay the Engineer for the services performed or furnished under Exhibit B, Sections 1 through 8 based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which will not exceed \$628,000, Engineer's Project No. 140610.60. The Engineer may adjust the hourly billing rate and out-of-pocket expenses on or about January 1 of each subsequent year and will send the new schedule to the Owner.
- 4.2 The Engineer may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the Owner in accordance with the terms and

provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch.50, Sec. 505, et. Seq.; and if Owner fails to comply, the Engineer may, after giving seven (7) days written notice to the Owner, suspend services under this Agreement until the Engineer has been paid in full all amounts due for services, expenses, and late payment charges as provided in such Act.

- 4.3 The Owner may, at any time, by written order, make changes to the scope of this Agreement, which changes shall not become effective unless and until Engineer issues its written acceptance of same. If such changes cause an increase or decrease in the Engineer's fee or time required for performance of any services under this Agreement, an equitable adjustment shall be made and this Agreement shall be modified. No service for which added compensation is to be charged will be provided without first obtaining written authorization from the Owner. The parties further agree that if elements of the scope are reduced or eliminated by the Owner, then the Owner agrees to waive, forgive, release, and hold harmless the Engineer from all claims, causes of action, and damages arising from those reduced and/or eliminated services. The Engineer shall not be responsible for the changes made to the project documents by the Owner, contractor, or others without the Engineer's prior review and written approval.

5. **OPINION OF PROBABLE CONSTRUCTION COSTS**

- 5.1 The Engineer's opinion of probable construction costs, if included in its scope of services, represents its reasonable judgment as a professional engineer. The Owner acknowledges that the Engineer has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. The Engineer cannot and does not warranty or guarantee that proposals, bids, or actual construction costs will not vary from the Engineer's opinion of probable cost. Engineer shall not be responsible for any cost variance.

6. **ENGINEER'S PERFORMANCE**

- 6.1 The standard of care for all professional engineering and related services performed or furnished by the Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality on similar projects. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- 6.2 Engineer shall be responsible for the technical accuracy of its services and its instruments of service resulting therefrom, and Owner shall not be responsible for discovering deficiencies, if any, in them. Engineer shall correct known deficiencies in its instruments of

service without additional compensation except to the extent such action is directly attributable to deficiencies, errors or omissions in Owner-furnished information.

- 6.3 The Engineer will use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards as of this Agreement's Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation, which shall be adjusted equitably.
- 6.4 Engineer may employ such sub-consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive written objections by the Owner.
- 6.5 Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- 6.6 Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work.
- 6.7 Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction or surety bonding requirements.
- 6.8 Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities.
- 6.9 Engineer shall not be responsible for the acts of omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- 6.10 Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees

that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.

6.11 Engineer's site observation shall be at the times agreed upon in the Exhibit B. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address.

7. **INSURANCE**

7.1 For the duration of the Project, the Engineer shall procure and maintain the following insurance coverage and Certificates of Insurance will be provided the Owner upon written request. The insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(1)	Worker's Compensation	Statutory Limits
(2)	General Liability	
	Per Claim/Aggregate	\$1,000,000/\$2,000,000
(3)	Automobile Liability	
	Combined Single Limit	\$1,000,000
(4)	Excess Umbrella Liability	
	Per Claim/ Aggregate	\$5,000,000/\$5,000,000
(5)	Professional Liability	
	Per Claim and Aggregate	\$5,000,000/\$5,000,000

7.2 Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, the total liability, of the Engineer and their officers, directors, employees, agents, or consultants to anyone claiming by, through or under Owner for any claims, losses, costs, or damages arising out of, resulting from, of in any way related to the Project or the Agreement for any claim or cause of action, including but not limited to the negligence, professional errors or omissions strict liability, breach of contract, indemnity, subrogation or warranty

(express or implied), hereafter referred to as the "Claims", shall not exceed the total remaining insurance proceeds available under the terms and conditions of Engineer's responding insurance policy.

8. INDEMNIFICATION AND MUTUAL WAIVER

- 8.1 To the fullest extent permitted by law, Engineer shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by the Engineer's negligent acts or omissions.
- 8.2 Owner shall indemnify and hold harmless the Engineer and its officers, directors, employees, agents and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death of, or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of Owner or its officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner with respect to this Agreement and/or to the Project.
- 8.3 To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, exemplary, or consequential damages arising out of, resulting from, or in any way related to the Project or Engineer's services.
- 8.4 In the event claims, losses, damages or expenses are caused by the joint or concurrent fault of the Engineer and Owner, they shall be borne by each party in proportion to their respective fault, as determined by a mediator or court of competent jurisdiction.
- 8.5 The Owner acknowledges that the Engineer is a business corporation and not a professional service corporation, and further acknowledges, accepts, and agrees that the Engineer's officers, directors, and employees shall not be subject to any personal liability for services provided under this Agreement.

9. TERMINATION

- 9.1 This Agreement may be terminated, in whole or in part, by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Owner may terminate this Agreement, in whole or in part, for its convenience.

However, no such termination will be effective unless the terminating party gives the other party (1) not less than ten (10) business day's written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party to resolve the dispute before termination.

- 9.2 If this Agreement is terminated by either party, the Engineer shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Owner will receive reproducible copies of Drawings, Specifications and other documents completed by the Engineer up to the date of termination.

10. USE OF DOCUMENTS

- 10.1 All documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Engineer to Owner pursuant to this Agreement) are instruments of service in respect to this Project, and the Engineer shall retain an ownership and property interest therein (including the copyright and right of reuse at the discretion of the Engineer) regardless of the Project's completion. Owner shall not rely in any way on any document unless it is in printed form, signed or sealed by the Engineer or one of its consultants.
- 10.2 Either party to this Agreement may rely that data or information set forth on paper (also known as hard copy) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Information in electronic format or text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience and not for reliance by the receiving party. The use of such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies will govern.
- 10.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests and/or procedures within 60 calendar days of receipt, after which the receiving party shall be deemed to have accepted the transferred data thus. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- 10.4 When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such information resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the creator.
- 10.5 The Engineer's document retention policy will be followed upon Project closeout. Executed copies of agreements, work orders, letters of understanding or proposals; design or other

documents created by the Engineer or received from the Owner or a third party: plan review submittals from a third party and the Engineer's review of those submittals; and studies or reports prepared by the Engineer will be kept for a period of 14 years after Project closeout.

11. SUCCESSORS, ASSIGNS AND BENEFICIARIES

- 11.1 Owner and Engineer are hereby bound, as are their respective successors, employees and representatives to the other party to this Agreement with respect to all covenants, terms, promises, and obligations contained herein.
- 11.2 Neither the Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is required by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
- 11.3 Unless expressly provided otherwise in this Agreement, nothing contained shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplies, or other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

12. DISPUTE RESOLUTION

- 12.1 Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 calendar days from the date of notice prior to invoking the procedures of paragraph 12.2 or other provisions of the Agreement, or exercising their rights under law.
- 12.2 If the parties fail to resolve a dispute through negotiation under paragraph 12.1, Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 calendar days of notice if the Dispute unless the parties mutually agree to a longer period. If such mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

13. **MISCELLANEOUS PROVISIONS**

- 13.1 This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- 13.2 Any notice required under this Agreement will be in writing, addressed to the designated party at its address in the signature page and served personally, by facsimile, by registered or certified mail (postage prepaid), or by a commercial courier service. All notices shall be effective upon the date of receipt.
- 13.3 All express representations, waivers, indemnifications, and limitations of liability in this Agreement will survive its completion and/or termination.
- 13.4 Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.
- 13.5 A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 13.6 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.
- 13.7 This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior or oral understandings. This Agreement may be amended only by a mutually agreed and executed written instrument.
- 13.8 With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

14. **ILLINOIS EPA WATER POLLUTION CONTROL LOAN PROGRAM (WPCLP)**

- 14.1 The PROJECT will be partially funded through the Illinois EPA Water Pollution Control Loan Program (WPCLP).

(1) Books, records, documents and other evidence directly pertinent to performance of

WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.

- (2) Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- (3) All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- (4) The final audit report shall include the written comments, if any, of the audited parties.
- (5) Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the loan Rules Section 365.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

The professional services contractor (engineer) warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

The engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the engineer to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the WPC Loan Program rules. As required by the award

conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Engineer:

BAXTER & WOODMAN, INC.

By:  _____

Title: Executive Vice President /COO

Date Signed: August 10, 2017

Address for giving notices:
8678 Ridgefield Road
Crystal Lake, IL 60012

Designated Representative:
Derek Wold, P.E., Water Group Manager

Phone Number: 815-444-3335
Email Address: dwold@baxterwoodman.com

Owner:

VILLAGE OF BEECHER, ILLINOIS

By: _____

Title: Village President

Date Signed: _____

Address for giving notices:
PO Box 1154
625 Dixie Highway
Beecher, IL 60401-1154

Designated Representative:
Robert O. Barber, Village Administrator

Phone Number: 708-946-2261
Email Address: bobadm@villageofbeecher.org

VILLAGE OF BEECHER, ILLINOIS
WASTEWATER TREATMENT PLANT IMPROVEMENTS
CONSTRUCTION SERVICES

EXHIBIT A

PROJECT DESCRIPTION

Improvements consist of renovation of an existing submersible raw sewage pumping station; replacement of existing in-channel rotary basket screen including a new pre-fabricated fiberglass building; renovation of the existing 3-ring oxidation ditch including addition of two disc aerators for the outer ring, four new drives for eight existing rotors in middle and inner rings, VFDs, and controls; a new concrete secondary clarifier flow division box with three motor-actuated weir gates; renovation of two existing Secondary Clarifiers including repair, replacement, and painting of components and re-coating of fiberglass dome; new concrete Secondary Clarifier No. 3; new concrete UV disinfection channel; new Chemical Feed Building including chemical storage tank and chemical metering pumps; relocation of existing trailer-mounted engine-driven pump from remote pump station to WWTP to replace existing On-Site Excess Flow Pump and a new trailer-mounted, engine-driven pump and hoses for the remote pump station; renovation of submersible return activated sludge pumping station including cured-in-place lining of steel wet well and valve vault; renovation of aerobic digester including new diffused aeration system, bridge, rotary lobe blower (in Control Building); and re-coating of fiberglass dome; conversion of an existing garage to a Sludge Building including a new 3-belt Belt Press, polymer feed equipment, sludge conveyors, and thickened sludge pump; replacement of one emergency engine-generator; and all necessary piping, electrical work, control system modifications, and other miscellaneous items of work.

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VILLAGE OF BEECHER, ILLINOIS
WASTEWATER TREATMENT PLANT
FACILITIES PLANNING REPORT

EXHIBIT B

SCOPE OF SERVICES

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. PROJECT INITIATION
 - Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed.
 - Review Contractor insurance documents.
 - Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
3. CONSTRUCTION ADMINISTRATION
 - Attend periodic construction progress meetings.
 - Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
 - Review construction record drawings for completeness prior to submission to CADD.
 - Prepare construction contract change orders and work directives when authorized by the Owner.
 - Review the Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
 - Research and prepare written response by Engineer to request for information from the Owner and Contractor.
 - Project manager or other office staff visit site as needed.

4. FIELD OBSERVATION

- Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.

5. SUBSTANTIAL COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
- Prepare Certificate of Substantial Completion.

6. PROJECT CLOSEOUT

- Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.
- Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the Owner with CD or electronic copy within ninety (90) days of the Project completion.

7. OPERATION & MAINTENANCE (O&M) MANUAL

- Meet with Owner staff to clarify scope of the O&M Manual and establish lines of communication, budget and schedule.
- Compile various operations procedures, emergency procedures, and maintenance recommendations into a reference manual for use by the Wastewater Treatment Plant operators.
- Assemble and organize the operation and maintenance manuals that equipment manufacturers are required to submit.
- Provide two hardcopies of the O&M Manual on paper bound in a 3-ring binder(s), and provide one electronic copy on disk.
- Complete IEPA Required Tasks, which include:
 - Attend equipment manufacturers/vendors' training sessions to verify that Beecher staff received instruction on the proper operation and maintenance of the equipment and process units included in the project has been provided.
 - Use the "Manufacturer's Certificate of Inspection" form contained in Section 01 61 01 to document that the instruction was given and the Beecher staff that received the instruction.
 - During each session, supplement the manufacturer's instructions, as necessary, to explain how the manufacturer's equipment fits into the overall treatment plant and control system.
 - The Resident Project Representative (RPR) will be the engineer's employee who normally attends the equipment manufacturers/vendors' training sessions. Engineer's operation tech or designers may also attend sessions, when more expertise is beneficial to the Beecher staff's understanding of the function, operation, and control of the equipment.
 - Assemble an operation and maintenance reference library, which will include, but is not limited to, the following:
 - Manufacturer's literature, shop drawings and warranties;
 - Record Drawings showing process valves and valve numbers.

- A valve index in the form of a Microsoft Excel workbook. The valve index will list the valves and gates for the equipment and process units included in the project. The valve index will show valve and gate positions for each possible alternate flow configuration:
 - Normal.
 - Bypassing of individual treatment processes and units.
 - Emergency conditions that could reasonably be expected to occur.
- Create a laminated list of preventative maintenance tasks for each piece of major treatment equipment. Mount it on a wall near the equipment.
- Provide a Basis of Design for the Project in the form of an electronic pdf file.
- Provide color-coded, isometric drawings and color-coded schematic diagrams of the:
 - Raw Sewage Pump Station
 - Oxidation Ditch.
 - Secondary Clarifier Flow Division Box
 - Secondary Clarifiers 1, 2, & 3
 - UV System
 - Chemical Feed
 - NPW System
 - RAS Pump Station
 - WAS and Digested Sludge Pumping Systems (Chemical Feed Building)
 - Aerobic Digestion System
 - Sludge Thickening and Dewatering (Belt Press) System
 - Polymer Solution Make-up and Pumping System
 - Sludge Building.
- Excluded from these services is the preparation of a Facility O&M Manual or an amendment to the Village's existing Facility O&M Manual.

8. START-UP AND TRAINING

- Provide an engineer or operation technician with a Class 1 wastewater treatment license to assist the Village start-up the new treatment processes and to educate Village staff on the design intent and proper operation of the plant.

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