

## MEMORANDUM

TO: Village President and Board of Trustees

FROM: Robert O. Barber, Village Administrator



DATE: Friday, January 5, 2018

RE: VILLAGE ADMINISTRATOR MATERIALS FOR VILLAGE BOARD MEETING

BOARD MEETING DATE: *Monday, January 8, 2018 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. (Trustee Mazurek) CONSIDER AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A DRIVE-THRU AT 1121 DIXIE HIGHWAY (Baumgartner). The petitioner has requested this permit for a Dunkin Donuts to be located in the north 1/3 of the building. The middle section is being reserved for a Subway and the south 1/3 is Lacey's. The PZC after public hearing (no testimony given) recommended approval of the special use permit subject to two conditions: 1.), stripe the parking lot so no one parks or cues in the main entrance to the parking area of Lacey's at the southeast corner of the building; and 2.), provide some type of security barrier between the drive-thru exit land and the doorway located at the northwest corner of the building. The ordinance has been drafted with these conditions. It is recommended that the ordinance be approved.

X. (Trustee Basile) CONSIDER AN ORDINANCE EXTENDING A BALLOON LOAN IN THE AMOUNT OF \$350,000 TO FIRST COMMUNITY BANK AND TRUST FOR A PERIOD OF ONE YEAR AT AN INTEREST RATE OF 1.85%. Our current loan us due February 3<sup>rd</sup> and cannot be paid off with current debt service funds since we have not received the loan offer from the IEPA and we cannot draw down on \$620,000 in reimbursement funds for the design and permitting of the new sewer plant. We hope to receive these funds by Summer and pay off this loan early. However, we will have one additional year to pay off this with this new arrangement. It is recommended that this ordinance be approved.

XI. (Trustee Basile) CONSIDER AN ORDINANCE AMENDING THE IEPA LOAN REQUEST TO REFERENCE A 30 YEAR REPAYMENT PERIOD IN LIEU OF A 20 YEAR REPAYMENT PERIOD. We have been quoted a rate of 1.12% for 30 years on \$10 million. We originally thought we were eligible for loan forgiveness but the IEPA discovered that our per capita income is too high to receive 15% loan forgiveness. Therefore we are back to our original repayment schedule of \$389,344 per year for 30 years and this is still achievable:

1/2% Sales Tax:	\$ 177,000
Utility Tax:	136,993
Debt Charges:	122,088
 TOTAL	 \$ 436,081

Staff recommends approval of the enclosed ordinance. It will be submitted to the IEPA as part of our final loan package. We are about 60 days away from receiving a formal loan offer. The objection which was filed by the Sierra Club has been withdrawn.

XII. (Trustee Kypuros) CONSIDER SEVERAL ITEMS TO CLOSE OUT THE SAFE ROUTES TO SCHOOLS GRANT PROJECT. There are several actions that need to be taken in order to close out this job. The project ran \$3,226 over budget due to unforeseen sidewalk ramp designs being added to the specs of the bid work. IDOT is funding 80% of this cost so the additional cost to the Village is \$645.20 which I believe we already paid so this is our reimbursement request. The following actions are required by separate motion:

- a. A motion approving an amended engineering services agreement in the amount of \$3,226.00 with \$645.20 being the Village's share of the cost.
- b. A motion to approve local agency amendment #1 for federal participation.
- c. A motion approving a supplemental amendment letter.
- d. A motion approving a quality-based selection reference letter since Baxter and Woodman is the designated Village Engineer.

These actions will allow us to close out this job.

XIII. (Trustee Basile) CONSIDER A RESOLUTION PROHIBITING SEXUAL HARASSMENT BY ANY ELECTED OR APPOINTED VILLAGE OFFICIAL OR ANY EMPLOYEE IN THE VILLAGE OF BEECHER. The Illinois General Assembly adopted a bill late in November requiring that this resolution be passed prior to January 15, 2018. The IML provided a model resolution in December but it was too late for the December 11<sup>th</sup> Board agenda. The attorney has now approved the enclosed draft. The Village has had a sexual harassment policy in effect since 1988 but it only pertained to Village employees. This one now includes elected officials and commissioners as required by law. The clerk will be notify all affected parties aftetr the resolution is adopted. This new language will also be incorporated into the Village's personnel manual. Please see the enclosed resolution.

XIV. (Trustee Basile) FIVE YEAR FINANCIAL PLAN TO BE RELEASED AT THE BOARD MEETING. The Administrator plans to have the plan released at the Board meeting. This will give Board members six weeks to review before the resolution is placed on the 2/26/18 Board agenda. This is only a plan and not a budget but is used a tool for forecasting beyond the one year budget time frame. It has no legal basis but is required for our bond rating.

XV. (President Szymanski) REMINDER OF INTERGOVERNMENTAL MEETING ON MONDAY, JANUARY 29<sup>TH</sup> AT 7PM AT THE WASHINGTON TOWNSHIP CENTER. The only item to be discussed that evening is the proposed TIF District. A one hour presentation is planned followed by Q&A and discussion. A roundtable will also be held to allow other taxing bodies to hear what is going on. We plan to be done by 8:30 p.m.

XVI. POLICE CHIEF SELECTION PROCESS UPDATE. The Village President wishes to update the Boards on this process and at the time of the meeting he will decide if this will be done in open or executive session.

XVII. OLD BUSINESS

XVIII. NEW BUSINESS

MOTION TO RECESS FOR FIVE MINUTES TO PREPARE FOR STRATEGIC PLANNING DISCUSSION. We will need a motion to recess the Board meeting for five minutes. We will then resume the meeting to continue where we left off on November 13th. We will go to 9pm and decide if we want to quit for the evening and schedule another date and time, perhaps after the February 12<sup>th</sup> Board meeting.

XIX. 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  
DECEMBER 11, 2017 -- 7:00 P.M.**

All present joined in the Pledge to the Flag.

In the absence of President Szymanski, President Pro-Tem Wehling called the meeting to order.

**ROLL CALL**

PRESENT: Trustees Basile, Meyer, Mazurek, Kypuros and Wehling.

ABSENT: President Szymanski and Trustee Kraus.

**STAFF PRESENT:** Clerk Janett Conner, Administrator Robert Barber, Superintendent of Public Works Bud Cowger and Acting Chief Rick Emerson.

**GUESTS:** None.

President Szymanski asked for consideration of the minutes of the November 27, 2017 Board meeting. Trustee Basile made a motion to approve the minutes as written. Trustee Meyer seconded the motion.

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

NAYS: (0) None.

Motion Carried.

**CLERKS'S REPORT**

1) A report on income received since the last meeting was provided. 2) State law now requires the Village to annually approve the regular Board meeting and Planning and Zoning Commission (PZC) meeting dates for the coming year. A list of scheduled meetings was provided for review. Trustee Meyer made a motion to approve the Board meeting and PZC meeting schedules for 2018. Trustee Kypuros seconded the motion.

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

NAYS: (0) None.

Motion Carried.

**REPORTS OF VILLAGE COMMISSIONS**

There was nothing to report on the Beautification or Fourth of July Commissions.

Trustee Mazurek provided an update on Youth Commission activities. The next event is bowling on Martin Luther King Day. Some of the Youth Commission kids helped out at the Christmas Bazaar with letters to Santa.

Trustee Basile reported the plaques and benches for the Ribbon of Hope are done and installed.

Trustee Wehling provided an update on the Historic Preservation Commission. The meeting for this month has been cancelled.

#### **A. FINANCE AND ADMINISTRATION COMMITTEE**

**TREASURER'S REPORT:** A copy of the Treasurer's report was provided to the Board for review. Administrator Barber provided Treasurer's report in the absence of Treasurer Rooney. Trustee Basile made a motion to approve the Treasurer's Report and the Report of Financial Activity in the prior month. Trustee Meyer seconded the motion.

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

NAYS: (0) None.

Motion Carried.

Variance reports for the preceding month were provided in the packet for review.

A list of bills totaling \$230,365.54 to be paid was available for review. A summary of the list of bills was provided. Trustee Kypuros asked some questions on the bills. Trustee Basile made a motion to approve payment of the list of bills as presented. Trustee Meyer seconded the motion.

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

NAYS: (0) None.

Motion Carried.

It was reported that the Village will need to extend the \$350,000 interest loan for the sewer plant engineering. The loan is due February 1<sup>st</sup> and the Illinois Environmental Protection Agency (IEPA) funding will not come through in time to pay the balloon loan off. The bank has agreed to extend the loan for one year with no penalty. An Ordinance regarding this will be adopted in January.

#### **B. PUBLIC BUILDINGS AND PROPERTIES, PARKS AND RECREATION COMMITTEE**

An update was provided on the Firemen's Park playground equipment. Trustee Wehling met with a vendor of playground equipment. Proposals were received and they are working on narrowing down the options and will provide a recommendation when available.

Superintendent Cowger reported on the ice rink. The rink has been framed and the liner installed. Public Works is planning on filling it with water the beginning of next week.

#### **C. PLANNING, BUILDING AND ZONING COMMITTEE**

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

The PZC is scheduled to meet on Thursday, December 21<sup>st</sup>. The Dunkin' Donuts drive-thru and a discussion on proposed zoning ordinance amendments to the trailer parking ordinance are on the agenda for this meeting.

#### **D. PUBLIC SAFETY COMMITTEE**

The Police Department, EMA and Code Enforcement monthly reports were provided in the packet for review.

Lieutenant Emerson provided information on “Coffee with a Cop” and “Shop with a Cop” events being planned. “Coffee with a Cop” is scheduled to be done at Beecher Manor and one in February at McDonalds. “Shop with a Cop” has received generous donations. Plans are to take approximately 25 kids shopping at Target in St. John on December 16<sup>th</sup> and they will be taken for lunch at McDonalds afterwards. Target is donating \$500 to the program.

#### **E. PUBLIC WORKS COMMITTEE**

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

Trustee Kypuros provided a Wastewater Treatment Plant update. Certain environmental groups have expressed concerns regarding the plant’s new operating permit and believe that the effluent limits are not sufficient to support the ecology of Trim Creek or the Kankakee River. If an agreement cannot be reached, these groups reserve the right to file an objection and request hearings which will add several months to the project time line. Baxter and Woodman is working on this negotiation process. An extension of 60 days is needed making the total extension 180 days which means we have until May 10, 2018 to resolve all of these matters and begin construction. We will not be able to receive reimbursement of our engineering design fees (\$600,000) until we submit our first pay request on the construction and this could now be delayed until July. This is why the loan needs to be extended. The Engineer is confident that we can get this all resolved.

Superintendent Cowger provided an update on the Chestnut Street lighting. The lights have been received. Power lines have been augered in. Lights should be installed and possibly lit by the end of the week.

Superintendent Cowger reported that brush collection was done that day due to damage from the high winds last week. Leaf collection will end in approximately a week.

Superintendent Cowger provided a valve turning update. Simpson has completed the program and the Village will be getting new maps from Simpson. All went well.

The Village now has 900 tons of road salt on hand for the upcoming snow removal season. A new truck and spreader for snow removal and salting has also been put into service.

Trustee Kypuros provided a report on the Public Works Committee meeting held the previous week. Capital projects, the five-year financial plan for the water and sewer utility, and water loss concerns were discussed. There was also discussion on a need to increase the sewer rate to fund the increased operating costs of the new sewer treatment plant in 2019. At the meeting a plan was discussed for the next areas for watermain replacement and the replacement of lead service lines. More information will be available after the next five-year financial plan.

## **F. ECONOMIC DEVELOPMENT AND COMMUNITY RELATIONS COMMITTEE**

Trustee Meyer provided a Facebook page update. We have reached 500 likes and all is going smooth.

The Board discussed the future of the smart phone app now that the Village's Facebook page has gone live. The cost of this program is \$2,750 per year at this time. Trustee Meyer asked if Board members felt if this was worth continuing or not. Some people find it useful as a phone book. The Village can give the Chamber of Commerce an opportunity to take it over since it benefits them more than the Village now. It is difficult to keep up to date. Trustees Kypuros and Wehling felt it may be better to end the app, and Trustee Mazurek said to offer it to the Chamber of Commerce.

## **G. VILLAGE PRESIDENT'S REPORT**

Administrator Barber asked the Board when to continue Strategic Planning meetings. The consensus of the Board agreed that the next Strategic Planning meeting will be held after the January 8<sup>th</sup> Board meeting.

## **H. OLD BUSINESS**

## **I. NEW BUSINESS**

Trustee Meyer brought up the issue of senior housing. After speaking to Trustee Kypuros, who is in construction, she is scheduled to tour a site in Orland Park that is currently under construction, to see what they offer.

There being no further business, President Pro-Tem Wehling asked for a motion to adjourn. Trustee Meyer made a motion to adjourn the meeting. Trustee Basile seconded the motion.

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

NAYS: (0) None.

Motion Carried.

Meeting adjourned at 7:33 p.m.

Respectfully submitted by:

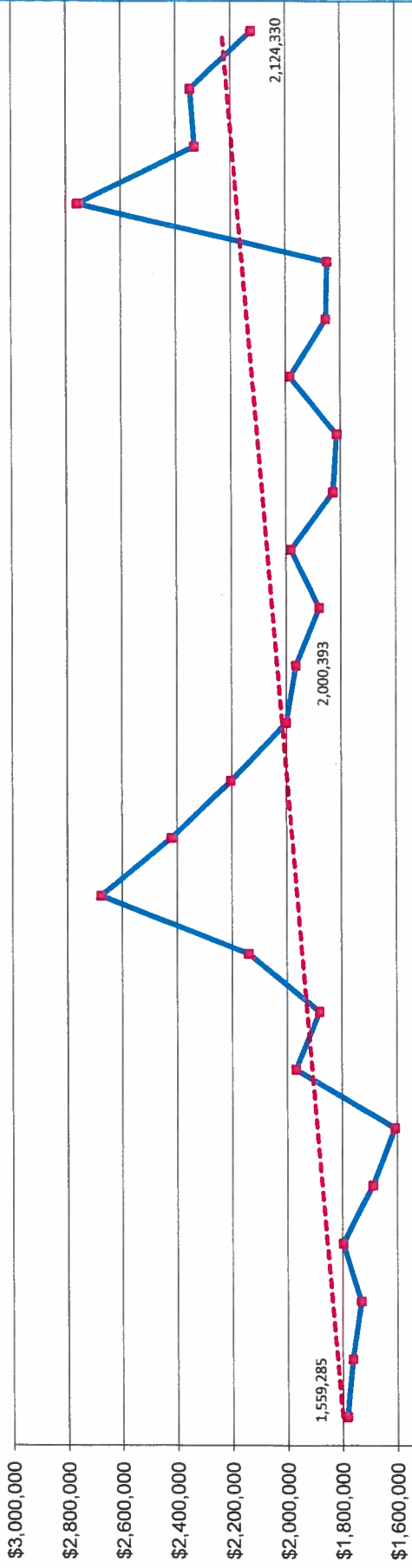
  
Janett Conner  
Village Clerk



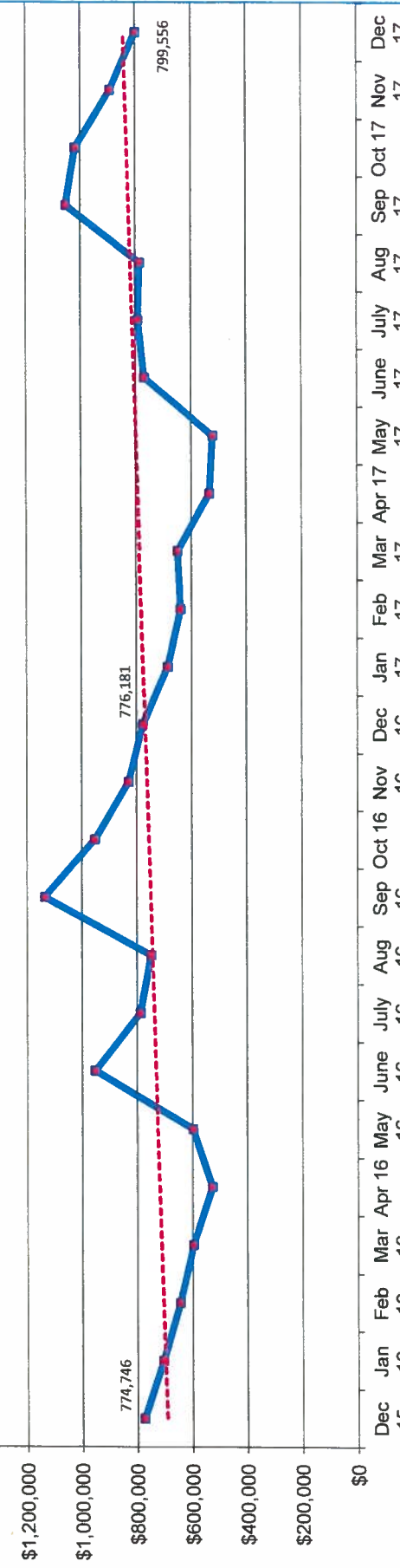
**VILLAGE OF BEECHER  
ACCOUNT BALANCES**

<u>Account</u>	<u>Number</u>	<u>11/30/2016</u>	<u>12/31/2016</u>	<u>11/30/2017</u>	<u>12/31/2017</u>	<u>Change</u>
MFT	Ck. 9016	\$ 141,896.98	\$ 152,978.73	\$ 84,058.21	\$ 86,843.99	\$ 2,785.78
Refuse	Ck. 59692	\$ 67,011.51	\$ 55,763.79	\$ 63,572.39	\$ 56,864.77	\$ (6,707.62)
Joint Fuel	Ck. 70041	\$ 41,857.91	\$ 44,491.37	\$ 44,103.20	\$ 41,781.34	\$ (2,321.86)
W/S Debt	Ck. 107689	\$ 261,605.83	\$ 251,475.69	\$ 215,261.06	\$ 232,590.69	\$ 17,329.63
O&M	Ck. 9210	\$ 158,303.38	\$ 118,054.65	\$ 210,843.73	\$ 144,487.82	\$ (66,355.91)
W/S Main Replace	Ck. 162043	\$ 228,389.16	\$ 228,419.19	\$ 197,478.38	\$ 194,142.89	\$ (3,335.49)
W/S Capital	Ck. 7609	\$ 51,848.78	\$ 64,853.83	\$ 63,189.59	\$ 75,833.92	\$ 12,644.33
Central	Ck. 62618	\$ 93,426.35	\$ 33,120.92	\$ 47,889.13	\$ 32,906.08	\$ (14,983.05)
Infrastructure	Ck. 140074	\$ 220,323.34	\$ 217,196.99	\$ 231,675.37	\$ 242,761.87	\$ 11,086.50
General Ck.	Ck. 9008	\$ 828,564.87	\$ 776,181.14	\$ 892,389.58	\$ 799,555.79	\$ (92,833.79)
Bond Redemption	Ck. 150649	\$ 52,286.95	\$ 1,081.26	\$ 75,763.07	\$ 1,096.65	\$ (74,666.42)
CapEquipSinkFund	Ck. 164186	\$ 56,767.53	\$ 56,775.00	\$ 24,145.19	\$ 22,487.81	\$ (1,657.38)
All Village Accounts		\$ 2,202,282.59	\$ 2,000,392.56	\$ 2,150,368.90	\$ 1,931,353.62	\$ (219,015.28)
<b>Commission &amp; Spec Accts</b>	<b>Number</b>	<b>11/30/2016</b>	<b>12/31/2016</b>	<b>11/30/2017</b>	<b>12/31/2017</b>	
4th July	Ck. 102989	\$ 37,044.52	\$ 35,053.49	\$ 46,611.43	\$ 45,105.83	\$ (1,505.60)
Builders Escrow	Ck. 130567	\$ 16,116.14	\$ 25,760.00	\$ 19,608.82	\$ 17,101.73	\$ (2,507.09)
Beautification	Ck. 130834	\$ 3,318.07	\$ 3,318.51	\$ 1,414.14	\$ 1,414.35	\$ 0.21
Asset Forfeiture PD	Ck. 179752	\$ 595.83	\$ 595.91	\$ 1,997.18	\$ 1,997.48	\$ 0.30
Youth Commission	Ck. 135895	\$ 13,352.09	\$ 13,208.84	\$ 16,575.04	\$ 17,522.04	\$ 947.00
Ehlers Fund	Ck. 179744	\$ 12,170.60	\$ 12,172.20	\$ 11,071.52	\$ 11,073.19	\$ 1.67
Nantucket Escrow	Ck. 153303	\$ 62,801.18	\$ 62,809.44	\$ 60,487.46	\$ 60,496.59	\$ 9.13
Newsletter	Ck. 153745	\$ 2,395.57	\$ 2,395.89	\$ 165.10	\$ 165.12	\$ 0.02
MGM Escrow	Ck. 153753	\$ 0.07	\$ 0.07	\$ -	\$ -	\$ -
Escrow 170 Ind.	Ck. 165891	\$ 34,796.89	\$ 34,801.47	\$ 34,853.46	\$ 34,858.72	\$ 5.26
Ribbon of Hope	Ck. 430001959	\$ 4,816.95	\$ 4,816.95	\$ 3,141.42	\$ 3,241.42	\$ 100.00
Commission & Spec Accts		\$ 187,407.91	\$ 194,932.77	\$ 195,925.57	\$ 192,976.47	\$ (2,949.10)
All Total		\$ 2,389,690.50	\$ 2,195,325.33	\$ 2,346,294.47	\$ 2,124,330.09	\$ (221,964.38)

### Village Accounts at Month End



### General Fund at Month End



\$0

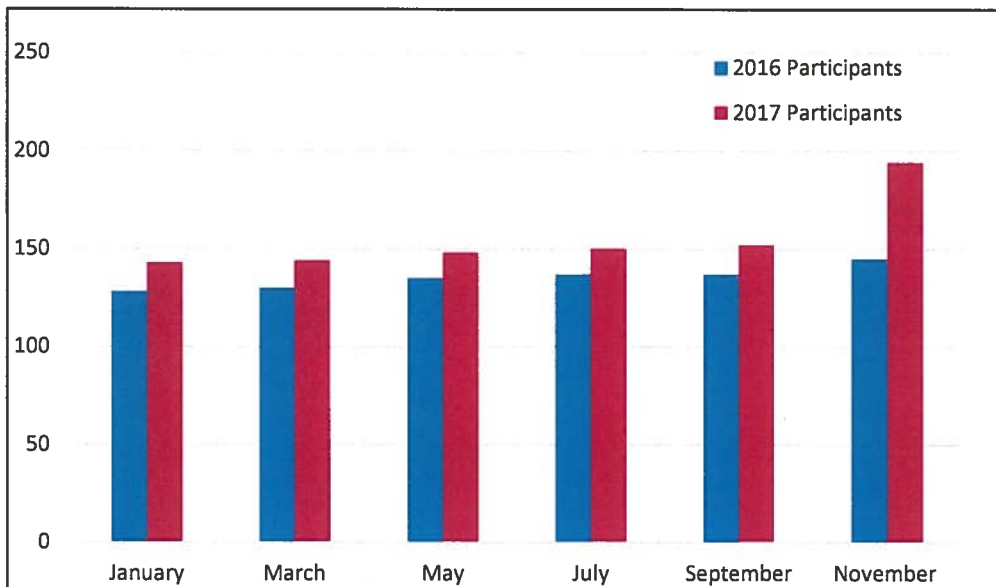
**Commission Bills / Non AP Payments  
12/01/17 - 12/31/17**

Date	Account	Num	Description	Memo	Amount
12/7/2017	4th July,ck102989	3273	Final Say	Band deposit	(1,250.00)
12/7/2017	4th July,ck102989	3274	June's Got The Cash	Band deposit	(262.50)
	<b>4th July,ck102989 Total</b>				<b>(1,512.50)</b>
12/19/2017	Builders Escrow,ck13056	1120	Tadpole's Aquascapes	mowing charges, Inv. 5854	(410.00)
12/20/2017	Builders Escrow,ck13056	1121	Lighthouse Builder	269 Camden landscape escrow	(2,100.00)
	<b>Builders Escrow,ck130567 Total</b>				<b>(2,510.00)</b>
12/1/2017	Central_ck62618	EFT	IPBC	Health Ins auto debit 12/2017	(17,000.80)
12/13/2017	Central_ck62618	ACH	Net Pay	Net Pay payroll 12/13/17	(39,537.50)
12/28/2017	Central_ck62618	EFT	Net Pay	Net Pay payroll 12/28/17	(34,322.98)
	<b>Central_ck62618 Total</b>				<b>(90,861.28)</b>
12/1/2017	General,ck9008	EFT	Fed Payroll Taxes	Fed w/h, ss, med payroll 11/29/2017	(15,314.99)
12/1/2017	General,ck9008	EFT	State Of Illinois	IL w/h tax payroll 11/29/17	(2,442.38)
12/5/2017	General,ck9008	23956	Treasurer Of The State Of Illinois	Sex offender fund 527	(20.00)
12/5/2017	General,ck9008	23957	Illinois State Police	sex offender registration fund	(60.00)
12/5/2017	General,ck9008	23958	Illinois office of the Attorney General	sex offender training fund 0958	(60.00)
12/5/2017	General,ck9008	23959	AFLAC	Aflac suplimental ins	(260.54)
12/8/2017	General,ck9008	23960	Operating Engineers Local 399	PW & Clerical Union Dues	(173.25)
12/8/2017	General,ck9008	EFT	IMRF	IMRF	(17,139.97)
12/12/2017	General,ck9008	EFT	Illinois State Disbursement Unit	Little-12/13/17 payroll-includes \$2.50	(1,082.50)
12/15/2017	General,ck9008	EFT	Fed Payroll Taxes	Fed w/h, ss, med payroll 12/13/2017	(15,852.48)
12/15/2017	General,ck9008	EFT	State Of Illinois	IL w/h tax payroll 12/13/17	(2,582.49)
12/19/2017	General,ck9008	23961	Humana Dental	181933834	(964.58)
12/27/2017	General,ck9008	23962	NCPERS Group Life Ins.	supp. life ins., 47250118	(48.00)
12/27/2017	General,ck9008	23963	VSP Of Illinois	vision ins, 804641339	(143.30)
12/27/2017	General,ck9008	23964	Teamsters Union Local # 727	Police Union health ins, Dec 2017	(5,555.00)
12/28/2017	General,ck9008	EFT	Illinois State Disbursement Unit	Little - 12/28/17 payroll	(1,080.00)
12/29/2017	General,ck9008	23965	lcma	302933 deferred comp.deducts	(200.00)
12/29/2017	General,ck9008	EFT	Fed Payroll Taxes	Fed w/h, ss, med payroll 12/28/2017	(14,314.54)
12/29/2017	General,ck9008	EFT	State Of Illinois	IL w/h tax payroll 12/29/17	(2,306.34)
	<b>General,ck9008 Total</b>				<b>(79,600.36)</b>
12/15/2017	Infrastructure,ck140074	EFT	First Community Bank	loan payment December 2017	(2,640.98)
	<b>Infrastructure,ck140074 Total</b>				<b>(2,640.98)</b>
12/7/2017	Joint Fuel,ck70041	1268	Heritage FS	Inv. 79114	(1,243.00)
12/7/2017	Joint Fuel,ck70041	1269	Heritage FS	Inv. 79135	(1,096.58)
12/12/2017	Joint Fuel,ck70041	1270	Heritage FS	Inv. 79252	(2,499.82)
12/18/2017	Joint Fuel,ck70041	1271	Heritage FS	Inv. 79316	(4,751.38)
12/28/2017	Joint Fuel,ck70041	1272	Heritage FS	Inv. 79344	(3,175.49)
	<b>Joint Fuel,ck70041 Total</b>				<b>(12,766.27)</b>
12/8/2017	O & M,ck9210	8150	Operating Engineers Local 399	PW & Clerical Union Dues	(299.50)
12/8/2017	O & M,ck9210	EFT	IMRF	IMRF	(6,969.18)
12/11/2017	O & M,ck9210	ACH	Bank Charge - Credit Cards	credit card fees November 2017	(14.37)
12/29/2017	O & M,ck9210	8151	lcma	302933 deferred comp.deducts	(1,287.83)
	<b>O &amp; M,ck9210 Total</b>				<b>(8,570.88)</b>
12/5/2017	Refuse,ck59692	771	Star / A&J Disposal	pick up, November 2017,#11-28728	(25,213.83)
	<b>Refuse,ck59692 Total</b>				<b>(25,213.83)</b>
12/4/2017	W-S Debt,ck107689	EFT	First Community Bank	loan payment December 2017	(361.66)
	<b>W-S Debt,ck107689 Total</b>				<b>(361.66)</b>
12/8/2017	Youth Comm.,ck135895	1370	Walts Food	haunted house	(55.60)
	<b>Youth Comm.,ck135895 Total</b>				<b>(55.60)</b>
	<b>Grand Total</b>				<b>(224,093.36)</b>

## Water Billing Auto-Draft Payments

	2016		2017	
	Deposit	Participants	Deposit	Participants
January	\$17,343.16	128	\$19,765.44	143
March	\$17,398.08	130	\$19,478.45	144
May	\$18,099.88	135	\$20,818.61	148
July	\$18,298.45	137	\$22,866.60	150
September	\$21,656.17	137	\$24,091.59	152
November	\$20,099.64	145	\$30,971.53	194
<b>Total</b>	<b>\$112,895.38</b>		<b>\$137,992.22</b>	

As of January 1, 2018 we have a total of 158 residents participating in the e-bill option, 246 utilizing the auto-draft program and 60 residents participating in both programs



# VILLAGE OF BEECHER (BEEFND)

## Budget Revenue & Expense Report

Current: 11/1/2017 to 11/30/2017

YTD 5/1/2017 to 11/30/2017

1/4/2018 4:18:12 PM

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01 - GENERAL ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>Operating Revenue</b>				
REAL ESTATE TAX	14,966.50	943,932.84	967,217.00	23,284.16
LIQUOR LICENSES	625.00	7,450.00	11,900.00	4,450.00
BUSINESS LICENSES	0.00	600.00	3,050.00	2,450.00
ANIMAL LICENSES	0.00	2,435.00	9,630.00	7,195.00
CONTRACTOR'S LICENSES	750.00	6,400.00	17,500.00	11,100.00
AMUSEMENT DEVICE LICENSES	0.00	1,600.00	1,175.00	(425.00)
VIDEO GAMING TAX	5,370.76	34,489.53	36,224.00	1,734.47
BUILDING PERMITS	7,479.70	18,572.70	41,683.00	23,110.30
RE-INSPECTION FEES	0.00	0.00	100.00	100.00
PARK IMPACT FEES	2,128.00	3,763.00	0.00	(3,763.00)
STATE INCOME TAX	25,817.29	296,809.21	440,259.00	143,449.79
REPLACEMENT TAX	0.00	2,504.13	5,420.00	2,915.87
SALES TAX	41,320.31	263,297.24	425,312.00	162,014.76
STATE USE TAX	9,097.07	60,689.61	100,315.00	39,625.39
IPRF GRANT - PPE FOR PW	0.00	0.00	0.00	0.00
E 9-1-1 GRANT	0.00	0.00	1,500.00	1,500.00
DCEO GRANT - BALLFIELD LIGHTS	0.00	0.00	0.00	0.00
COMED GRANT	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUES	0.00	3,744.60	10,000.00	6,255.40
COURT FINES	2,772.95	24,953.41	49,000.00	24,046.59
LOCAL ORDINANCE FINES	175.00	2,995.00	10,900.00	7,905.00
TOWING FEES	0.00	9,500.00	17,000.00	7,500.00
INTEREST INCOME	158.70	871.53	1,610.00	738.47
TELECOMM/EXCISE TAX	8,032.57	57,401.26	106,600.00	49,198.74
FRANCHISE FEES - CATV	18,504.83	55,581.91	69,393.00	13,811.09
REIMBURSEMENTS - ENGINEERING	0.00	0.00	9,000.00	9,000.00
MOSQUITO ABATEMENT FEES	2,280.69	12,488.87	20,040.00	7,551.13
FINGERPRINT FEES	0.00	465.00	1,800.00	1,335.00
MISCELLANEOUS INCOME	750.06	13,859.82	14,900.00	1,040.18
FIXED ASSET SALES	0.00	0.00	500.00	500.00
INTERFUND OPERATING TRANS	45,223.00	45,223.00	45,223.00	0.00
RESERVE CASH	0.00	0.00	50,000.00	50,000.00
ENCUMBERANCES	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$185,452.43</b>	<b>\$1,869,627.66</b>	<b>\$2,467,251.00</b>	<b>\$597,623.34</b>
<b>Total Revenue</b>	<b>\$185,452.43</b>	<b>\$1,869,627.66</b>	<b>\$2,467,251.00</b>	<b>\$597,623.34</b>
<b>Operating Expense</b>				
ELECTED OFFICIALS SALARIES	0.00	11,450.00	22,900.00	11,450.00
APPT OFFICIALS SALARIES	0.00	577.08	4,900.00	4,322.92
SOCIAL SECURITY	0.00	907.16	2,127.00	1,219.84
DATA PROCESSING SERVICES	0.00	0.00	0.00	0.00
TELEPHONE	0.00	560.00	560.00	0.00
DUES AND PUBLICATIONS	55.00	2,266.16	8,155.00	5,888.84
CONFERENCES	135.60	5,104.27	8,000.00	2,895.73
MEETING EXPENSES	0.00	250.00	250.00	0.00
APPOINTED OFFICIALS SALARIES	0.00	742.50	1,440.00	697.50
FICA	0.00	56.80	110.00	53.20
ENGINEERING SERVICES	0.00	1,427.30	9,000.00	7,572.70
PLANNING SERVICES	0.00	0.00	40,000.00	40,000.00
DUES AND PUBLICATIONS	0.00	50.00	50.00	0.00
MEETING EXPENSES	0.00	448.45	1,200.00	751.55
SALARIES FULL-TIME	11,033.88	58,758.63	96,877.00	38,118.37
HEALTH INSURANCE	2,062.04	15,943.43	24,389.00	8,445.57

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	Actual	Actual	Budget	Variance
	Current	YTD	YTD	YTD
01 - GENERAL ACCOUNT				
SOCIAL SECURITY	844.09	4,495.00	7,411.00	2,916.00
IMRF	815.03	6,083.26	10,734.00	4,650.74
AUDITING SERVICES	45.00	7,945.00	8,000.00	55.00
LEGAL SERVICES	1,395.73	11,949.71	23,205.00	11,255.29
DATA PROCESSING SERVICES	180.00	2,346.90	4,150.00	1,803.10
CODIFICATION	500.00	1,269.00	1,500.00	231.00
POSTAGE	210.38	1,313.24	1,950.00	636.76
TELEPHONE	830.92	5,645.44	9,800.00	4,154.56
COPYING AND PRINTING	1,068.58	3,011.80	4,800.00	1,788.20
LEGAL NOTICES	0.00	1,885.00	2,020.00	135.00
DUES AND PUBLICATIONS	0.00	259.75	1,160.00	900.25
MEETING EXPENSES	40.00	40.00	250.00	210.00
PROFESSIONAL DEVELOPMENT	527.20	2,391.45	4,000.00	1,608.55
OTHER CONTRACTUAL SERV	0.00	0.00	0.00	0.00
OFFICE SUPPLIES	172.15	1,085.66	1,900.00	814.34
CAPITAL OUTLAY - BLDG	0.00	0.00	0.00	0.00
NEW EQUIPMENT	0.00	0.00	0.00	0.00
PART-TIME SALARIES	0.00	0.00	0.00	0.00
SOCIAL SECURITY	0.00	0.00	0.00	0.00
OTHER CONTRACTUAL SERVICES	3,273.94	12,921.60	33,683.00	20,761.40
APPOINTED OFFICIALS SALARIES	0.00	0.00	5,850.00	5,850.00
FICA	0.00	0.00	448.00	448.00
IMRF	0.00	0.00	644.00	644.00
MAINT SERVICE - EQUIP.	0.00	0.00	4,490.00	4,490.00
MAINT SERVICE - VEHICLES	309.90	1,652.53	5,000.00	3,347.47
TRAINING (ESDA)	0.00	0.00	900.00	900.00
MEETING EXPENSES	0.00	0.00	500.00	500.00
OTHER PROFESSIONAL SERVICES	0.00	0.00	5,450.00	5,450.00
FIELD SUPPLIES	458.69	2,711.16	5,000.00	2,288.84
SUPPLIES - OTHER	73.35	73.35	2,900.00	2,826.65
SALARIES FULL-TIME	56,983.05	330,914.38	552,324.00	221,409.62
SALARIES PART-TIME	18,751.13	98,843.27	125,411.00	26,567.73
OVERTIME	14,035.16	44,985.78	67,666.00	22,680.22
HEALTH INSURANCE	10,386.67	64,986.91	114,046.00	49,059.09
SOCIAL SECURITY	7,068.61	36,943.86	57,023.00	20,079.14
IMRF	5,921.31	44,623.29	75,879.00	31,255.71
UNIFORM ALLOWANCE	706.94	7,823.73	8,850.00	1,026.27
MAINT. SERVICE - VEHICLES	757.21	5,797.11	13,145.00	7,347.89
MAINT. SERVICE - EQUIP	865.30	9,828.28	16,230.00	6,401.72
LEGAL SERVICES	1,425.00	12,971.28	17,800.00	4,828.72
DATA PROCESSING SERVICES	135.00	4,030.27	6,000.00	1,969.73
OTHER PROFESSIONAL SERVICES	377.75	5,177.54	5,700.00	522.46
POSTAGE	9.60	108.74	950.00	841.26
TELEPHONE	0.00	4,295.61	8,000.00	3,704.39
COPYING AND PRINTING	0.00	891.70	2,400.00	1,508.30
DISPATCHING SERVICES	7,958.59	71,107.67	112,272.00	41,164.33
DUES AND PUBLICATIONS	3,878.00	4,048.00	9,640.00	5,592.00
TRAINING	683.12	2,750.38	9,900.00	7,149.62
MEETING EXPENSES	0.00	25.00	100.00	75.00
PROFESSIONAL DEVELOPMENT	606.50	2,225.70	3,000.00	774.30
CIRCUIT COURT RENT	0.00	0.00	0.00	0.00
MAINT. SUPPLIES - VEHICLES	0.00	15.00	3,520.00	3,505.00
OFFICE SUPPLIES	69.61	945.37	2,400.00	1,454.63
FIELD SUPPLIES	2,940.55	14,622.06	16,000.00	1,377.94
UNLEADED FUEL	34.40	12,795.68	26,590.00	13,794.32
NEW EQUIPMENT	0.00	0.00	0.00	0.00

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>01 - GENERAL ACCOUNT</b>				
NEW VEHICLE	0.00	30,800.00	30,800.00	0.00
MISC EXPENSES	0.00	43.70	100.00	56.30
MOSQUITO ABATEMENT SERV	0.00	0.00	3,500.00	3,500.00
OTHER CONTRACTUAL SERV	0.00	0.00	1,500.00	1,500.00
SALARIES FULL-TIME	12,536.00	67,075.02	106,328.00	39,252.98
SALARIES PART-TIME	0.00	0.00	0.00	0.00
OVERTIME	627.50	3,863.74	12,202.00	8,338.26
HEALTH INSURANCE	1,459.53	12,010.81	21,520.00	9,509.19
SOCIAL SECURITY	964.01	5,263.27	9,068.00	3,804.73
IMRF	986.03	7,312.47	13,134.00	5,821.53
UNIFORM ALLOWANCE	0.00	703.71	2,000.00	1,296.29
MAINT. SERVICE - EQUIPMENT	0.00	1,238.74	2,300.00	1,061.26
MAINT. SERVICE - VEHICLES	3,193.79	5,784.89	13,750.00	7,965.11
MAINT. SERVICE - STREET	3,000.98	15,259.98	24,600.00	9,340.02
MAINT. SERVICE - STREET LIGHT	0.00	89.10	180.00	90.90
ENGINEERING	0.00	4,641.92	2,900.00	(1,741.92)
STREET LIGHTING	10,164.99	71,447.03	119,500.00	48,052.97
RENTALS	676.17	4,177.61	9,763.00	5,585.39
OTHER CONTRACTUAL SERV	0.00	0.00	0.00	0.00
MAINT. SUPPLIES EQUIPMENT	0.00	2,340.92	2,800.00	459.08
MAINT. SUPPLIES - VEHICLES	(102.92)	1,020.98	3,500.00	2,479.02
MAINT. SUPPLIES - STREET	115.58	17,592.39	33,136.00	15,543.61
SMALL TOOLS	0.00	0.00	500.00	500.00
UNLEADED FUEL	1,490.44	13,532.70	32,750.00	19,217.30
CAPITAL OUTLAY- EQUIP.	0.00	0.00	0.00	0.00
CAPITAL OUTLAY-INFRASTRUCTURE	0.00	0.00	0.00	0.00
MAINT. SERVICE - BUILDING	560.00	6,284.07	11,480.00	5,195.93
MAINT. SUPPLIES - BUILDING	0.00	990.00	990.00	0.00
JANITORIAL SUPPLIES	74.31	972.89	1,500.00	527.11
BUILDING	0.00	2,373.09	5,300.00	2,926.91
DEPOT RENT	0.00	2,022.39	2,025.00	2.61
NEW EQUIPMENT - CATV	0.00	2,500.00	2,500.00	0.00
CAPITAL OUTLAY - BUILDING	0.00	0.00	0.00	0.00
CAPITAL OUTLAY-INFRASTRUCT.	0.00	51,667.24	50,000.00	(1,667.24)
HEALTH INSURANCE	626.25	4,542.33	10,600.00	6,057.67
UNEMPLOYMENT INSURANCE	0.00	3,213.89	11,794.00	8,580.11
COMPREHENSIVE INSURANCE	23,983.00	71,093.00	75,889.00	4,796.00
OTHER CONTRACTUAL SERV	0.00	274.40	624.00	349.60
FISCAL AGENT FEES	350.00	350.00	350.00	0.00
SALES TAX REIMBURSEMENTS	0.00	58,233.02	133,377.00	75,143.98
PROPERTY TAX REIMB	0.00	6,365.28	7,630.00	1,264.72
CAPITAL RESERVE CONTRIB.	0.00	0.00	0.00	0.00
INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
INTERFUND TRANS- GO BOND ACCT	74,671.25	85,920.61	85,922.00	1.39
INTERFUND TRANS-CAP EQUIP	9,850.00	9,850.00	9,850.00	0.00
INTERFUND TRANS-PARK	0.00	0.00	0.00	0.00
FULL-TIME SALARIES - PARKS	0.00	0.00	0.00	0.00
SALARIES PART-TIME	704.00	4,642.00	6,504.00	1,862.00
SOCIAL SECURITY	53.86	355.12	496.00	140.88
MAINT SERVICE - PARKS	1,078.14	4,088.14	6,400.00	2,311.86
ELECTRIC POWER	45.13	950.29	3,540.00	2,589.71
CONTRACTUAL SERVICES	0.00	2,436.83	2,400.00	(36.83)
MAINT SUPPLIES - PARKS	0.00	1,791.69	3,700.00	1,908.31
<b>Total Operating Expense</b>	<b>\$304,733.02</b>	<b>\$1,531,493.50</b>	<b>\$2,499,251.00</b>	<b>\$967,757.50</b>

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01 - GENERAL ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
Total Expense	\$304,733.02	\$1,531,493.50	\$2,499,251.00	\$967,757.50
Excess Revenue Over Expenses	(\$119,280.59)	\$338,134.16	(\$32,000.00)	(\$370,134.16)



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	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>11 - CAPITAL EQUIPMENT SINKING FUND</b>				
<b>Operating Revenue</b>				
INTEREST INCOME	5.97	26.75	0.00	(26.75)
PROCEEDS - FIXED ASSET SALES	0.00	0.00	0.00	0.00
INTERFUND TRANSFERS	27,493.00	27,493.00	27,493.00	0.00
RESERVE CASH	0.00	0.00	0.00	0.00
ENCUMBERANCES	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$27,498.97</b>	<b>\$27,519.75</b>	<b>\$27,493.00</b>	<b>(\$26.75)</b>
<b>Total Revenue</b>	<b>\$27,498.97</b>	<b>\$27,519.75</b>	<b>\$27,493.00</b>	<b>(\$26.75)</b>
<b>Operating Expense</b>				
CAPITAL OUTLAY - EQUIPMENT	42,660.88	42,660.88	0.00	(42,660.88)
CAPITAL RESERVE CONTRIBUTION	0.00	0.00	27,493.00	27,493.00
<b>Total Operating Expense</b>	<b>\$42,660.88</b>	<b>\$42,660.88</b>	<b>\$27,493.00</b>	<b>(\$15,167.88)</b>
<b>Total Expense</b>	<b>\$42,660.88</b>	<b>\$42,660.88</b>	<b>\$27,493.00</b>	<b>(\$15,167.88)</b>
<b>Excess Revenue Over Expenses</b>	<b>(\$15,161.91)</b>	<b>(\$15,141.13)</b>	<b>\$0.00</b>	<b>\$15,141.13</b>

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>12 - REFUSE ACCOUNT</b>				
<b>Operating Revenue</b>				
REFUSE CHARGES	36,721.41	198,497.17	322,299.00	123,801.83
INTEREST INCOME	8.80	68.12	0.00	(68.12)
MISCELLANEOUS INCOME	167.30	2,179.26	8,000.00	5,820.74
RESERVE CASH	0.00	0.00	3,176.00	3,176.00
<b>Total Operating Revenue</b>	<b>\$36,897.51</b>	<b>\$200,744.55</b>	<b>\$333,475.00</b>	<b>\$132,730.45</b>
<b>Total Revenue</b>	<b>\$36,897.51</b>	<b>\$200,744.55</b>	<b>\$333,475.00</b>	<b>\$132,730.45</b>
<b>Operating Expense</b>				
REFUSE DISPOSAL	25,213.83	172,482.15	300,252.00	127,769.85
YARD WASTE BAGS	0.00	474.00	8,000.00	7,526.00
INTERFUND OPERAT TRANS	25,223.00	25,223.00	25,223.00	0.00
<b>Total Operating Expense</b>	<b>\$50,436.83</b>	<b>\$198,179.15</b>	<b>\$333,475.00</b>	<b>\$135,295.85</b>
<b>Total Expense</b>	<b>\$50,436.83</b>	<b>\$198,179.15</b>	<b>\$333,475.00</b>	<b>\$135,295.85</b>
<b>Excess Revenue Over Expenses</b>	<b>(\$13,539.32)</b>	<b>\$2,565.40</b>	<b>\$0.00</b>	<b>(\$2,565.40)</b>

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14 - MFT ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>Operating Revenue</b>				
MOTOR FUEL TAX	9,631.61	64,541.90	111,678.00	47,136.10
INTEREST	13.90	99.62	100.00	0.38
SAFE ROUTES TO SCHOOL GRANT	0.00	4,422.38	5,500.00	1,077.62
FEDERAL STP - PENFIELD REIMB	0.00	0.00	193,600.00	193,600.00
MISC INCOME -SPECAL MFT PMT	0.00	0.00	0.00	0.00
ENCUMBRANCES	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$9,645.51</b>	<b>\$69,063.90</b>	<b>\$310,878.00</b>	<b>\$241,814.10</b>
<b>Total Revenue</b>	<b>\$9,645.51</b>	<b>\$69,063.90</b>	<b>\$310,878.00</b>	<b>\$241,814.10</b>
<b>Operating Expense</b>				
ENGINEERING	2,165.97	53,120.24	182,953.00	129,832.76
MAINT. SUPPLIES - STREET	4,877.48	41,657.49	75,791.00	34,133.51
DEBT SERVICE - 2006 INSTALL	0.00	0.00	0.00	0.00
CAPITAL OUTLAY-INFRASTRUCTURE	0.00	6,577.15	35,244.00	28,666.85
CAPITAL PROJECTS	0.00	0.00	0.00	0.00
RESERVE CONTRIBUTION	0.00	0.00	16,890.00	16,890.00
<b>Total Operating Expense</b>	<b>\$7,043.45</b>	<b>\$101,354.88</b>	<b>\$310,878.00</b>	<b>\$209,523.12</b>
<b>Total Expense</b>	<b>\$7,043.45</b>	<b>\$101,354.88</b>	<b>\$310,878.00</b>	<b>\$209,523.12</b>
<b>Excess Revenue Over Expenses</b>	<b>\$2,602.06</b>	<b>(\$32,290.98)</b>	<b>\$0.00</b>	<b>\$32,290.98</b>

# VILLAGE OF BEECHER (BEEFND)

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>16 - JOINT FUEL ACCOUNT</b>				
<b>Operating Revenue</b>				
FUEL FUND REIMBURSEMENTS	16,450.14	100,339.83	178,640.00	78,300.17
INTEREST	6.56	41.82	0.00	(41.82)
RESERVE CASH	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$16,456.70</b>	<b>\$100,381.65</b>	<b>\$178,640.00</b>	<b>\$78,258.35</b>
<b>Total Revenue</b>	<b>\$16,456.70</b>	<b>\$100,381.65</b>	<b>\$178,640.00</b>	<b>\$78,258.35</b>
<b>Operating Expense</b>				
FUEL PAYMENTS	14,706.00	93,318.00	178,640.00	85,322.00
CAPITAL OUTLAY-EQUIP	0.00	0.00	0.00	0.00
<b>Total Operating Expense</b>	<b>\$14,706.00</b>	<b>\$93,318.00</b>	<b>\$178,640.00</b>	<b>\$85,322.00</b>
<b>Total Expense</b>	<b>\$14,706.00</b>	<b>\$93,318.00</b>	<b>\$178,640.00</b>	<b>\$85,322.00</b>
<b>Excess Revenue Over Expenses</b>	<b>\$1,750.70</b>	<b>\$7,063.65</b>	<b>\$0.00</b>	<b>(\$7,063.65)</b>

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>18 - G.O. BOND REDEMPTION FUND</b>				
<b>Operating Revenue</b>				
INTEREST INCOME	9.11	10.00	0.00	(10.00)
INTERFUND OPERATING TRANS	74,671.25	74,671.25	85,922.00	11,250.75
RESERVE CASH	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$74,680.36</b>	<b>\$74,681.25</b>	<b>\$85,922.00</b>	<b>\$11,240.75</b>
<b>Total Revenue</b>	<b>\$74,680.36</b>	<b>\$74,681.25</b>	<b>\$85,922.00</b>	<b>\$11,240.75</b>
<b>Operating Expense</b>				
PRINCIPAL & INTEREST	74,671.25	74,671.25	85,922.00	11,250.75
BUILDING	0.00	0.00	0.00	0.00
<b>Total Operating Expense</b>	<b>\$74,671.25</b>	<b>\$74,671.25</b>	<b>\$85,922.00</b>	<b>\$11,250.75</b>
<b>Total Expense</b>	<b>\$74,671.25</b>	<b>\$74,671.25</b>	<b>\$85,922.00</b>	<b>\$11,250.75</b>
<b>Excess Revenue Over Expenses</b>	<b>\$9.11</b>	<b>\$10.00</b>	<b>\$0.00</b>	<b>(\$10.00)</b>

# VILLAGE OF BEECHER (BEEFND)

## Budget Revenue & Expense Report

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19 - PUBLIC INFRASTRUCTURE ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>Operating Revenue</b>				
1/2% INFRASTRUCTURE SALES TAX	12,531.47	81,055.53	138,424.00	57,368.47
STP GRANT- NEW TRAFFIC SIGNAL	0.00	0.00	0.00	0.00
IDOT 100% MATCH- RT 1 REPAIRS	0.00	0.00	0.00	0.00
INTEREST INCOME	39.33	249.96	100.00	(149.96)
INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
LOAN PROCEEDS - ENG INFRA	0.00	0.00	0.00	0.00
RESERVE CASH	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$12,570.80</b>	<b>\$81,305.49</b>	<b>\$138,524.00</b>	<b>\$57,218.51</b>
<b>Total Revenue</b>	<b>\$12,570.80</b>	<b>\$81,305.49</b>	<b>\$138,524.00</b>	<b>\$57,218.51</b>
<b>Operating Expense</b>				
ENGINEERING	0.00	0.00	0.00	0.00
DEBT SERV-2014 STP ENGIN LOAN	2,640.98	18,486.86	31,692.00	13,205.14
CAPITAL OUTLAY - INFRA.	0.00	72,825.00	70,000.00	(2,825.00)
CAPITAL RESERVE CONTRIB.	0.00	0.00	36,832.00	36,832.00
INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
<b>Total Operating Expense</b>	<b>\$2,640.98</b>	<b>\$91,311.86</b>	<b>\$138,524.00</b>	<b>\$47,212.14</b>
<b>Total Expense</b>	<b>\$2,640.98</b>	<b>\$91,311.86</b>	<b>\$138,524.00</b>	<b>\$47,212.14</b>
<b>Excess Revenue Over Expenses</b>	<b>\$9,929.82</b>	<b>(\$10,006.37)</b>	<b>\$0.00</b>	<b>\$10,006.37</b>

# VILLAGE OF BEECHER (BEEFND)

## Budget Revenue & Expense Report

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51 - WATER ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>Operating Revenue</b>				
WATER CHARGES	101,450.36	481,495.83	713,377.00	231,881.17
WATER SERVICE CONNECTION FEES	1,005.00	5,821.34	8,000.00	2,178.66
INTEREST INCOME	25.20	159.35	340.00	180.65
RENTAL INCOME	225.00	1,575.00	2,700.00	1,125.00
MISCELLANEOUS INCOME	0.00	0.00	2,900.00	2,900.00
INTERFUND TRANS FROM GENERAL	0.00	0.00	0.00	0.00
RESERVE CASH	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$102,705.56</b>	<b>\$489,051.52</b>	<b>\$727,317.00</b>	<b>\$238,265.48</b>
<b>Total Revenue</b>	<b>\$102,705.56</b>	<b>\$489,051.52</b>	<b>\$727,317.00</b>	<b>\$238,265.48</b>
<b>Operating Expense</b>				
SALARIES FULL-TIME	24,686.46	131,553.40	214,533.00	82,979.60
SALARIES PART-TIME	2,299.00	10,290.62	11,200.00	909.38
SALARIES OVERTIME	244.68	4,322.76	9,183.00	4,860.24
HEALTH INSURANCE	2,695.48	22,214.82	31,884.00	9,669.18
SOCIAL SECURITY	2,083.11	11,138.82	17,971.00	6,832.18
IMRF	1,871.50	13,726.38	24,788.00	11,061.62
UNIFORMS	0.00	219.80	400.00	180.20
MAINT. SERVICE- VEHICLES	0.00	2,909.53	4,500.00	1,590.47
MAINT. SERVICE - WATER SYSTEM	8,983.00	23,380.55	33,000.00	9,619.45
AUDIT	0.00	5,000.00	5,000.00	0.00
ENGINEERING	0.00	0.00	1,200.00	1,200.00
LEGAL SERVICES	0.00	0.00	4,200.00	4,200.00
DATA PROCESSING SERVICES	0.00	2,949.94	3,500.00	550.06
LABORATORY ANALYSIS	0.00	598.96	5,600.00	5,001.04
POSTAGE	211.06	991.97	2,400.00	1,408.03
TELEPHONE	101.93	941.93	1,680.00	738.07
LEASED CONTROL LINES	570.00	1,710.00	2,280.00	570.00
DUES AND PUBLICATIONS	0.00	366.56	600.00	233.44
TRAINING	381.30	381.30	3,900.00	3,518.70
CONFERENCES	0.00	0.00	0.00	0.00
ELECTRIC POWER	1,857.90	14,912.87	31,653.00	16,740.13
COMPREHENSIVE INSURANCE	11,992.00	34,317.00	37,945.00	3,628.00
OTHER PROFESSIONAL SERVICES	0.00	818.00	900.00	82.00
MAINT. SUPPLIES - BUILDING	0.00	0.00	350.00	350.00
MAINT. SUPPLIES-WATER SYSTEM	1,961.08	29,579.27	64,417.00	34,837.73
OFFICE SUPPLIES	165.22	165.22	1,900.00	1,734.78
SMALL TOOLS	0.00	1,198.00	1,598.00	400.00
UNLEADED FUEL	0.00	0.00	0.00	0.00
DIESEL FUEL	0.00	0.00	600.00	600.00
CHEMICALS	4,108.50	19,482.05	37,760.00	18,277.95
CAPITAL OUTLAY - BLDG	0.00	0.00	0.00	0.00
CAPITAL OUTLAY - EQUIPMENT	0.00	4,995.00	6,000.00	1,005.00
INTERFUND TRANS	118,127.16	118,127.16	166,375.00	48,247.84
<b>Total Operating Expense</b>	<b>\$182,339.38</b>	<b>\$456,291.91</b>	<b>\$727,317.00</b>	<b>\$271,025.09</b>
<b>Total Expense</b>	<b>\$182,339.38</b>	<b>\$456,291.91</b>	<b>\$727,317.00</b>	<b>\$271,025.09</b>
<b>Excess Revenue Over Expenses</b>	<b>(\$79,633.82)</b>	<b>\$32,759.61</b>	<b>\$0.00</b>	<b>(\$32,759.61)</b>

# VILLAGE OF BEECHER (BEEFND)

## Budget Revenue & Expense Report

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>52 - SEWER ACCOUNT</b>				
<b>Operating Revenue</b>				
SEWER CHARGES	64,843.93	314,718.48	478,933.00	164,214.52
LIFT STATION CHARGES	1,444.47	7,332.24	11,200.00	3,867.76
DEBT SERVICES CHARGES	14,437.49	69,669.21	110,400.00	40,730.79
INTEREST INCOME	0.00	0.00	0.00	0.00
MISC. INCOME	0.00	0.00	0.00	0.00
TRANSFER FROM WATER FUND	0.00	0.00	0.00	0.00
RESERVE CASH-SEWER FUND	0.00	0.00	20,000.00	20,000.00
TRANS FROM SEWER FUND	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$80,725.89</b>	<b>\$391,719.93</b>	<b>\$620,533.00</b>	<b>\$228,813.07</b>
<b>Total Revenue</b>	<b>\$80,725.89</b>	<b>\$391,719.93</b>	<b>\$620,533.00</b>	<b>\$228,813.07</b>
<b>Operating Expense</b>				
SALARIES FULL-TIME	20,174.76	106,551.02	169,400.00	62,848.98
SALARIES PART-TIME	0.00	0.00	0.00	0.00
OVERTIME	276.30	5,604.92	9,569.00	3,964.08
HEALTH INSURANCE	2,769.47	19,130.57	29,487.00	10,356.43
SOCIAL SECURITY	1,518.61	8,125.38	13,615.00	5,489.62
IMRF	1,469.90	11,336.29	19,719.00	8,382.71
UNIFORM ALLOWANCE	468.00	3,046.45	4,500.00	1,453.55
MAINT. SERVICE - EQUIPMENT	0.00	8,000.00	8,000.00	0.00
MAINT. SERVICE - VEHICLES	0.00	928.20	1,900.00	971.80
MAINT SERVICE SEWER SYSTEM	4,781.31	16,900.00	16,900.00	0.00
AUDIT	0.00	5,000.00	5,000.00	0.00
ENGINEERING	690.69	920.69	1,000.00	79.31
LEGAL SERVICES	0.00	0.00	4,200.00	4,200.00
DATA PROCESSING SERVICES	0.00	962.20	5,300.00	4,337.80
LABORATORY ANALYSIS	90.00	3,357.37	7,207.00	3,849.63
OTHER PROFESSIONAL SERVICES	0.00	591.80	1,650.00	1,058.20
POSTAGE	211.06	991.96	1,900.00	908.04
TELEPHONE	0.00	1,140.00	2,280.00	1,140.00
IEPA PERMIT FEES	0.00	11,000.00	11,000.00	0.00
TRAINING	0.00	365.00	3,900.00	3,535.00
ELECTRICAL POWER	5,141.47	35,141.54	65,588.00	30,446.46
NATURAL GAS	320.30	1,856.41	5,900.00	4,043.59
COMPREHENSIVE INSURANCE	11,992.00	34,317.00	37,945.00	3,628.00
OTHER PROFESSIONAL SERV	3,750.00	26,250.00	45,000.00	18,750.00
MAINT. SUPPLIES - BUILDING	0.00	497.35	500.00	2.65
MAINT. SUPPLIES - EQUIPMENT	1,342.20	2,471.81	2,700.00	228.19
MAINT. SUPPLIES-SEWER SYSTEM	1,255.82	1,528.17	2,400.00	871.83
OFFICE SUPPLIES	178.99	450.46	900.00	449.54
SMALL TOOLS	0.00	0.00	0.00	0.00
DIESEL FUEL	0.00	0.00	0.00	0.00
NEW EQUIPMENT	0.00	0.00	0.00	0.00
CAPITAL OUTLAY- EQUIPMENT	0.00	0.00	0.00	0.00
CAPITAL IMPROV CONTRIB	0.00	0.00	0.00	0.00
INTERFUND TRANS - DEBT FUND	12,673.00	12,673.00	143,073.00	130,400.00
INTERFUND TRANS (TO GENERAL)	0.00	0.00	0.00	0.00
<b>Total Operating Expense</b>	<b>\$69,103.88</b>	<b>\$319,137.59</b>	<b>\$620,533.00</b>	<b>\$301,395.41</b>
<b>Total Expense</b>	<b>\$69,103.88</b>	<b>\$319,137.59</b>	<b>\$620,533.00</b>	<b>\$301,395.41</b>



**VILLAGE OF BEECHER (BEEFND)**

**Budget Revenue & Expense Report**

**Current: 11/1/2017 to 11/30/2017**

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	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>Variance</b>
<b>52 - SEWER ACCOUNT</b>	<b>Current</b>	<b>YTD</b>	<b>YTD</b>	<b>YTD</b>
<b>Excess Revenue Over Expenses</b>	<b>\$11,622.01</b>	<b>\$72,582.34</b>	<b>\$0.00</b>	<b>(\$72,582.34)</b>

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# VILLAGE OF BEECHER (BEEFND)

## Budget Revenue & Expense Report

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>53 - WATER &amp; SEWER CAPITAL IMPR</b>				
<b>Operating Revenue</b>				
INTEREST INCOME	0.00	0.00	0.00	0.00
IDOT GRANT-ILLIANA CORRIDOR PLANNING	0.00	0.00	0.00	0.00
WATER TAP-INS	2,059.00	12,012.00	0.00	(12,012.00)
SEWER TAP-INS	4,283.00	24,964.00	0.00	(24,964.00)
INTEREST	9.56	56.86	150.00	93.14
INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
LOAN PROCEEDS-IPEA WASTEWATER	0.00	0.00	8,200,000.00	8,200,000.00
RESERVE CASH - CAPITAL	0.00	0.00	79,750.00	79,750.00
ENCUMBRANCES	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$6,351.56</b>	<b>\$37,032.86</b>	<b>\$8,279,900.00</b>	<b>\$8,242,867.14</b>
<b>Total Revenue</b>	<b>\$6,351.56</b>	<b>\$37,032.86</b>	<b>\$8,279,900.00</b>	<b>\$8,242,867.14</b>
<b>Operating Expense</b>				
MAINT SERV - WATER SYSTEM	0.00	0.00	2,500.00	2,500.00
METER REPLACEMENT PROGRAM	0.00	23,292.40	29,400.00	6,107.60
CAPITAL OUTLAY- INFRAS	0.00	0.00	8,200,000.00	8,200,000.00
MAINT SERV - SEWER SYSTEM	0.00	0.00	22,500.00	22,500.00
ENGINEERING	0.00	11,590.00	15,000.00	3,410.00
PLANNING SERVICES	50.00	807.54	6,000.00	5,192.46
OTHER PROFESSIONAL SERVICES	0.00	575.00	4,500.00	3,925.00
CAPITAL RESERVE CONTRIB	0.00	0.00	0.00	0.00
INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
<b>Total Operating Expense</b>	<b>\$50.00</b>	<b>\$36,264.94</b>	<b>\$8,279,900.00</b>	<b>\$8,243,635.06</b>
<b>Total Expense</b>	<b>\$50.00</b>	<b>\$36,264.94</b>	<b>\$8,279,900.00</b>	<b>\$8,243,635.06</b>
<b>Excess Revenue Over Expenses</b>	<b>\$6,301.56</b>	<b>\$767.92</b>	<b>\$0.00</b>	<b>(\$767.92)</b>

# VILLAGE OF BEECHER (BEEFND)

## Budget Revenue & Expense Report

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54 - WATER & SEWER DEBT SERVICE	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>Operating Revenue</b>				
TRANS FROM WATER FUND	13,472.00	13,472.00	10,038.00	(3,434.00)
UTILITY TAX	12,731.37	100,003.12	186,736.00	86,732.88
1/2% INFRA SALES TX	12,531.48	81,055.54	138,424.00	57,368.46
INTEREST INCOME	32.34	171.00	510.00	339.00
1ST COMM BK-WWTP LOAN PROCEEDS	0.00	0.00	0.00	0.00
TRANSFER FROM WATER FUND	0.00	0.00	0.00	0.00
TRANSFER FROM SEWER FUND	0.00	0.00	110,400.00	110,400.00
TRANSFER FROM REFUSE FUND	0.00	0.00	0.00	0.00
RESERVE CASH	0.00	0.00	289,272.00	289,272.00
<b>Total Operating Revenue</b>	<b>\$38,767.19</b>	<b>\$194,701.66</b>	<b>\$735,380.00</b>	<b>\$540,678.34</b>
<b>Total Revenue</b>	<b>\$38,767.19</b>	<b>\$194,701.66</b>	<b>\$735,380.00</b>	<b>\$540,678.34</b>
<b>Operating Expense</b>				
ENGINEERING	8,986.74	141,410.30	300,000.00	158,589.70
2013 INSTALLMENT CONTRACT	5,379.20	81,647.03	81,642.00	(5.03)
2018 BALLOON LOAN	373.72	2,579.86	353,738.00	351,158.14
1996 IEPA LOAN	0.00	0.00	0.00	0.00
RESERVE CONTRIBUTION	0.00	0.00	0.00	0.00
INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
WASH TWP BUILDING PMT	0.00	0.00	0.00	0.00
<b>Total Operating Expense</b>	<b>\$14,739.66</b>	<b>\$225,637.19</b>	<b>\$735,380.00</b>	<b>\$509,742.81</b>
<b>Total Expense</b>	<b>\$14,739.66</b>	<b>\$225,637.19</b>	<b>\$735,380.00</b>	<b>\$509,742.81</b>
<b>Excess Revenue Over Expenses</b>	<b>\$24,027.53</b>	<b>(\$30,935.53)</b>	<b>\$0.00</b>	<b>\$30,935.53</b>

# VILLAGE OF BEECHER (BEEFND)

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>55 - WATERMAIN REPLACEMENT FUND</b>				
<b>Operating Revenue</b>				
INTEREST INCOME	37.46	218.08	300.00	81.92
INTERFUND TRANS	79,685.16	79,685.16	151,367.00	71,681.84
LOAN PROCEEDS - IEPA DRINK WAT	0.00	851,474.31	1,182,000.00	330,525.69
RESERVE CASH	0.00	0.00	0.00	0.00
ENCUMBRANCES	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$79,722.62</b>	<b>\$931,377.55</b>	<b>\$1,333,667.00</b>	<b>\$402,289.45</b>
<b>Total Revenue</b>	<b>\$79,722.62</b>	<b>\$931,377.55</b>	<b>\$1,333,667.00</b>	<b>\$402,289.45</b>
<b>Operating Expense</b>				
ENGINEERING	3,365.00	62,852.83	136,500.00	73,647.17
DEBT SERV - 2017 IEPA LOAN	0.00	0.00	0.00	0.00
CAPITAL OUTLAY-PENFIELD MAIN	0.00	1,000,390.05	1,051,000.00	50,609.95
CAPITAL OUTLAY-ELM/BIRCH MAIN	0.00	0.00	0.00	0.00
CAPITAL RESERVE CONTRIBUTION	0.00	0.00	146,167.00	146,167.00
<b>Total Operating Expense</b>	<b>\$3,365.00</b>	<b>\$1,063,242.88</b>	<b>\$1,333,667.00</b>	<b>\$270,424.12</b>
<b>Total Expense</b>	<b>\$3,365.00</b>	<b>\$1,063,242.88</b>	<b>\$1,333,667.00</b>	<b>\$270,424.12</b>
<b>Excess Revenue Over Expenses</b>	<b>\$76,357.62</b>	<b>(\$131,865.33)</b>	<b>\$0.00</b>	<b>\$131,865.33</b>

**VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR 1211 DIXIE HIGHWAY 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 1211 Dixie Highway, Beecher, Illinois (hereinafter the “Premises”) to allow a drive-thru facility; and

**WHEREAS**, the Premises are currently zoned B-3 PUD 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 December 21, 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 1211 Dixie Highway, Beecher, Illinois, and confirming that the Special Use otherwise conforms to the applicable regulations of the B-3 PUD 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 1211 Dixie Highway in Beecher are hereby granted a Special Use Permit to allow a drive-thru facility consistent with the Application for Special Use Permit provided the following conditions are met:

1. The Petitioner shall have the pavement marked (such as hash markings) to prevent cars from entering the drive-thru from blocking circulation throughout the parking lot as approved by the Village Administrator; and
2. The Petitioner shall provide visible pedestrian safety barriers (such as a railing) at the front of the building to prevent customers leaving the building from exiting directly into the drive-thru lane as approved by the Village Administrator.

**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 January, 2018.

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;*

The proposed drive-thru will allow for the currently partially vacant and underutilized building to be fully occupied and therefore contribute to the economic vitality of the community through increased property and sales taxes to the Village.

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 proposed drive-thru will accommodate a proposed Dunkin Donuts restaurant. Dunkin Donuts is a very popular and desired restaurant for the residents of the community. Drive-thru facilities are common for such restaurants, and the proposed site can accommodate the required parking and stacking requirements as required by the zoning ordinance. The proposed drive-thru will be a benefit to the residents of Beecher.

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 drive-thru will allow for the building to become fully occupied, which will benefit neighboring commercial properties as well as the Village of Beecher as a whole. There is already an existing drive-thru for First Community Bank & Trust located in the same commercial center. There is sufficient space to accommodate the required parking, stacking and circulation so as to not be detrimental to the health, safety, morals or general welfare. Full utilization of the currently underutilized building will have a positive impact on property values in the area.

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 drive-thru will otherwise comply with the requirements of the zoning ordinance including parking, stacking and circulation for the fully occupied building.



*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: December 22, 2017

RE: Plan Commission Findings of Fact

---

At the Village of Beecher Plan Commission meeting on Thursday, December 21, 2017, a public hearing was conducted for a special use request for a drive-thru at 1121 Dixie Highway. The subject property was previously the Maxwell Restaurant, and is currently the location of Lacey's and the future relocation of Subway from the Beecher Plaza. One additional tenant is planned, a Dunkin Donuts, which requires a drive-thru as a condition of the lease. All drive-thru facilities are considered a special use in the Beecher Zoning Ordinance. Teska has prepared the following Findings of Fact as related to the public hearing.

The special use request for a drive-thru facility at 1121 Dixie Highway 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;*

The proposed drive-thru will allow for the currently partially vacant and underutilized building to be fully occupied and therefore contribute to the economic vitality of the community through increased property and sales taxes to the Village.

- 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 proposed drive-thru will accommodate a proposed Dunkin Donuts restaurant. Dunkin Donuts is a very popular and desired restaurant for the residents of the community. Drive-thru facilities are common for such restaurants, and the proposed site can accommodate the required parking and stacking requirements as required by the zoning ordinance. The proposed drive-thru will be a benefit to the residents of Beecher.

---

**Teska Associates, Inc.**

24103 West Lockport Street, Unit 107, Plainfield, Illinois 60544 voice 815.436.9485 fax 815.439.3304 [www.TeskaAssociates.com](http://www.TeskaAssociates.com)



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 drive-thru will allow for the building to become fully occupied, which will benefit neighboring commercial properties as well as the Village of Beecher as a whole. There is already an existing drive-thru for First Community Bank & Trust located in the same commercial center. There is sufficient space to accommodate the required parking, stacking and circulation so as to not be detrimental to the health, safety, morals or general welfare. Full utilization of the currently underutilized building will have a positive impact on property values in the area.

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 drive-thru will otherwise comply with the requirements of the zoning ordinance including parking, stacking and circulation for the fully occupied building.

After review of the petition and the required standards for special uses, the Plan Commission recommended approval to the Village Board subject to the following conditions:

1. The petitioner should include pavement markings, such as a hashed area at the southeast of the building, to prevent cars entering the drive-thru from blocking circulation throughout the parking lot; and
2. The petitioner should provide pedestrian safety measures (such as a railing) at the front of the building to prevent customers leaving the building from exiting directly into the drive-thru lane.

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

## NOTICE OF PUBLIC HEARING

Notice is hereby given that the Beecher Planning and Zoning Commission shall conduct a public hearing at the hour of 7:00 p.m. on Thursday, December 21, 2017 at the Beecher Village Hall, 625 Dixie Highway, Beecher, Illinois.

The purpose of the hearing is to take public testimony on a request for a special use permit for a drive-thru to be located on the north side of the building at 1121 Dixie Highway, having a legal description as follows:

Lot #6 of Block #2 in Prairie Pointe Centre, being a Subdivision of Part of the NE 1/4 of Section 16, T33N-R14E of the Third Principal Meridian in the Village of Beecher, Will County, Illinois.

The petitioner, Adam Baumgartner of Baumgartner, Inc., owner of the property, has applied for this special use permit to allow for a drive thru on the north wall of the building for a Dunkin' Donuts franchise. All residents are invited and encouraged to attend this public hearing and shall be given an opportunity to be heard.

Phil Serviss  
Chairman  
Beecher Planning and Zoning Commission

Publish in the Vedette week of November 27, 2017.

Village of Beecher  
625 Dixie Highway  
PO Box 1154  
Beecher, Illinois 60401  
Phone: 708-946-2261  
Fax: 708-946-3764  
www.villageofbeecher.org



President  
Greg Szymanski  
Clerk  
Janett Conner  
Administrator  
Robert O. Barber

Trustees  
Scott Wehling  
Gayle Ahrendt  
Ron Kuhlman  
Brian Cleary  
Jonathon Kypuros  
Marcy Meyer

### APPLICATION FOR A SPECIAL USE PERMIT

Name: BAUMGARTNERS, INC.

Address: 1121 DIXIE HIGHWAY  
BEECHER, IL 60401

Phone Number: 708-372-0877

Address of Location Where Special Use Permit is being Requested if Different from Above:

Type of Special Use Permit being Requested:  
SECTION 8.05(2)(a) ~~PERM~~

SPECIAL USE PERMIT FOR A DRIVE - TRAV

Section of the Zoning Code Pertaining to this Special Use Permit:

SECTION 8.05(2)(a)

Why Are You Requesting this Special Use Permit?: FOR A DUNKEN' DONUTS

The following needs to accompany this application:

A plat of survey of the property which includes the legal description.


A diagram showing the exact location of any improvement to the property which is the subject of this special use permit request.

A photograph or photographs of the property where the special use permit is being requested.

Exact drawings of the improvements being proposed (blueprint, pictures of the improvement from a brochure, sketches.)

non-refundable fee of \$750.00 to the Village of Beecher to pay for legal notices, letters of notification, recording secretary, and staff support.

I hereby attest that the contents of this application is complete and true in fact.

SIGNED:  \_\_\_\_\_, Petitioner

-----  
(For office use only)

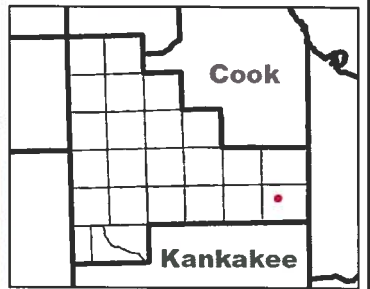
Date set for presentation to the Village Board: 1/8/18

Date set for PZC Workshop: 11/16/17

Date set for Public Hearing: 12/21/17

3 ADAM B. BRUMGARTNER'S INC. COM



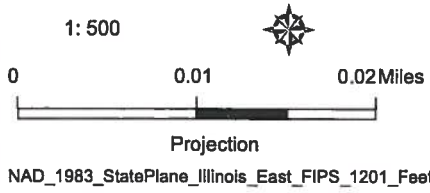


**Legend**

- Address Points
- Parcels
- Local
  - Federal
  - State
  - County
  - Local and Private
- Surrounding Counties
- Townships

**Notes**

Date: 10/31/2017



**Disclaimer of Warranties and Accuracy of Data:** Although the data developed by Will County for its maps, websites, and Geographic Information System has been produced and processed from sources believed to be reliable, no warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to both isolated and aggregate uses of the information. The County and elected officials provide this information on an "as is" basis. All warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses or hackers and non-infringement of proprietary rights are disclaimed. Changes may be periodically made to the information herein; these changes may or may not be incorporated in any new version of the publication. If you have obtained information from any of the County web pages from a source other than the County pages, be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out of date. It is recommended that careful attention be paid to the contents of any data, and that the originator of the data or information be contacted with any questions regarding appropriate use. Please direct any questions or issues via email to [gis@willcountyillinois.com](mailto:gis@willcountyillinois.com).



Linden Dr

Dixie Hwy

© 2017 Google

Google

Imagery Date: 4/22/2017

41°21'04.52" N 87°37'14.28" W elev 736 ft

Eye alt 1360ft



Rhonda R. Novak, CIAO/II  
Supervisor of Assessments

### Will County Property Information

[Home](#) | [PIN Search](#) | [Address Search](#) | [Sales Search](#) | [Neighborhood Search](#)

[<< Prev Parcel](#) | [Next Parcel >>](#)

**PIN #: 22-22-16-202-001-0000**  
**COMMERCIAL**

Tax Map, IL 00000

[GIS Map & Address Info](#)  
[Treasury Tax Info](#)



[<< Prev](#) 1 of 4 [Next >>](#)

[Google Street View](#)

#### PREVIOUS SALE INFORMATION

**Sale Date:** 06/01/2005  
**Sale Amount:** \$344,000

#### MOST CURRENT RATE

**Tax Rate:** 11.2631 (2016)

#### ASSESSMENT INFORMATION (2017)

<b>Land:</b>	99,572	<b>Farm Land:</b>	0	<b>Instant Asm't:</b>	0
<b>Building:</b>	125,409	<b>Farm Building:</b>	0		
<b>Total:</b>	224,981	<b>Total:</b>	0		

[View Tax Bodies](#)

#### BUILDING INFORMATION

Electronic format not available.  
Please contact local Township Assessor.

#### COMMERCIAL/INDUSTRIAL INFORMATION

**Floors:** 0  
**Floor Area:** 0 Sq. Feet

#### LEGAL DESCRIPTION

**Lot #:** 6  
**Block #:** 2      **Unit #:**      **Building #:**      **Area #:**

IN PRAIRIE POINTE CENTRE, BEING A SUB OF PRT OF THE NE1/4 OF SEC. 16, T33N-R14E.

• [new search](#)

\* Property information is retrieved periodically from the Local Township Assessor; therefore, the property characteristics may not be the most current. For the most current information regarding your property, please contact your Local Township Assessor and review your property's record card.

Tax Map Search by PIN

[Exemptions](#)

[2017 Exemption Events](#)

[Assessor Information](#)

[Property Search](#)

[Forms](#)

[FAQ](#)

[2017 Publication Schedule](#)

[Developer Relief and Subdivision Common Area](#)

[Farmland/Forestry and Conservation Easement](#)

[Job Opportunities](#)

[Model Homes, Townhomes and Condominium Units](#)

[Open Space Land Valuation](#)

[Real Estate Transfer Declarations](#)

[Tax Exempt Property](#)

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[Hours Of Operation](#)

[Brochures](#)

[BOR Final Decisions](#)



**2016 Levy Real Estate Tax Information  
Will County Treasurer  
302 N. CHICAGO ST., JOLIET, IL 60432**

**Permanent Index Number (PIN): 22-22-16-202-001-0000**

<p><b>Mailing Address</b> FIRESIDE GRILLE INC 1121 DIXIE HWY BEECHER IL 60401</p>	<p><b>Township</b> WASHINGTON</p>
---	---------------------------------------

Assessed Value	Exemptions	Tif Base Value
<b>224,981</b>	<b>0</b>	<b>0</b>
Acres	Tax Code	Tax Rate
	<b>2201</b>	<b>11.2631</b>

[Five Year Tax Inquiry](#)  
[Tax Detail Inquiry](#)

Please be advised that **\*Balance Due** is subject to change at any time. Interest increases **1.5% per month** beginning the day after each installment due date.

Payment may be made by a taxbuyer after **09/01** on any current unpaid tax if the taxbuyer has purchased a prior years' taxes at Tax Sale.

Installment	Base Tax Amount	Interest/Cost	Total Paid	Date Paid	*BALANCE DUE
First Due:--- -06/01/17	12,670.21	0.00	12,670.21	05/16/17	0.00
Second Due: 09/01/17	12,670.21	0.00	12,670.21	08/15/17	0.00
<b>Total Base Tax (without penalties)</b>	<b>25,340.42</b>				

**VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE CONTINUED BORROWING OF \$350,000  
FROM FIRST COMMUNITY BANK AND TRUST.**

**WHEREAS**, the Corporate Authorities of the Village of Beecher, Will County, Illinois, on July 11, 2016, adopted Ordinance No. 1245 which authorized the borrowing of \$350,000 from First Community Bank and Trust with a principal repayment date of February 3, 2018, and such funds were used to cover a portion of the design cost for the sewer treatment plant, which is ultimately reimbursable as part of the Illinois Environmental Protection Agency (“IEPA”) revolving low interest loan program; and

**WHEREAS**, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised that the Village requires more time that originally anticipated to receive the IEPA revolving low interest loan to repay the \$350,000 to First Community Bank and Trust;

**WHEREAS**, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised by the Village Administrator that First Community Bank and Trust has offered to extend the current loan maturity date for an additional twelve (12) months with interest payable monthly, and payment of the principal amount due on or before January 31, 2019; and

**WHEREAS**, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised by the Village Administrator that by extending the maturity date on the current loan, this will provide the lowest cost option to the Village until the IEPA loan is received; and

**WHEREAS**, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised by the Village Attorney that 65 ILCS 5/8-1-3.1 allows the Corporate Authorities to borrow money from a bank provided such money is repaid within 10 years and authorization is given to the Village President to execute any debt obligation for such purposes; and

**WHEREAS**, the Corporate Authorities of this Village of Beecher, Will County, Illinois, after receiving advice from the Village Attorney and recommendations of the Village Administrator, now concur that it is advisable, necessary, and in the best interests of the residents of the Village of Beecher that the Village President be authorized to sign any documents for the continued borrowing of the \$350,000 from First Community Bank and Trust.

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

**SECTION ONE:** That the Corporate Authorities of the Village of Beecher, Will County, Illinois, hereby find as facts all of the recitals in the “Whereas” clauses of this Ordinance.

**SECTION TWO:** That the Corporate Authorities of the Village of Beecher, Will County, Illinois, hereby authorize the continued borrowing of \$350,000 from First Community Bank and Trust at a rate of 1.85% per annum with monthly interest only payments and final payment of the principal amount or before January 31, 2019, and that the President, Treasurer, and Village Clerk are hereby authorized to execute and attest any documents with the First Community Bank and Trust for such purposes. The Village Clerk shall duly affix the Corporate Seal of the Village thereto. The Village Treasurer is hereby authorized to make the required payments.

**SECTION THREE:** If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance.

**SECTION FOUR:** That this Ordinance shall take effect, and be in full force and effect, from and after its passage, approval and publication as provided by law.

**PASSED and APPROVED** this 8<sup>th</sup> day of January, 2018.

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstain: \_\_\_\_\_

Present: \_\_\_\_\_

\_\_\_\_\_  
Greg Szymanski, Village President

**ATTEST:**

\_\_\_\_\_  
Janett Conner, Village Clerk

**VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE NO. 1258, BEING “AN ORDINANCE AUTHORIZING ENTRY INTO A WATER POLLUTION CONTROL LOAN AGREEMENT WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR THE VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS.” TO RESTRUCTURE THE PAYMENT TERMS**

**WHEREAS**, the Village of Beecher, Will County, Illinois (the “Village”) has received a Water Pollution Control Loan from the Illinois Environmental Protection Agency (Agency) under IEPA Loan #: L17-2448; and

**WHEREAS**, the Village previously adopted Ordinance No. 1258 on March 27, 2017; which ordinance provides that the useful life of the project is 32 years and that the loan shall mature in in no more than 20 years; and

**WHEREAS**, the Agency’s new loan regulations became effective on July 1, 2017, which regulations allow, among other things, loan recipients to restructure an existing loan to extend the loan repayment period from no more than 20 years to no more than 30 years under conditions set out in 35 Ill. Adm. Code 365.240; and

**WHEREAS**, these new loan regulations also establish new interest rates for entities that satisfy the requirements for the Small Community Rate, 35 Ill. Adm. Code 365.210(b); and

**WHEREAS**, the Agency has determined that the Village has satisfied the requirements for loan restructuring set forth in 35 Ill. Adm. Code 365.240; and

**WHEREAS**, the Agency has also determined that the Village has satisfied the requirements for the Small Community Rate, 35 Ill. Adm. Code 365.210(b); and

**WHEREAS**, the Board of Trustees of the Village (“the Corporate Authorities”) have determined that it is advisable to extend the repayment period from no more than 20 years to no more than 30 years; and

**WHEREAS**, the Corporate Authorities of this Village of Beecher, Will County, Illinois, now concur that it is advisable, necessary, and in the best interests of the residents of the Village to authorize the entry into a Water Pollution Control Loan Agreement (the “Loan Agreement”) with the Illinois Environmental Protection Agency.

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

**SECTION 1. INCORPORATION OF PREAMBLES**

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

**SECTION 2. AMENDMENTS TO PRIOR ORDINANCE**

Ordinance No. 1258 is hereby amended as follows:

(a) The fifth **WHEREAS** clause shall be amended and replaced to read as follows:

“**WHEREAS**, the principal and interest payment shall be payable semi-annually, and the Loan shall mature in 30 years, which is within the period of useful life of the Project; and”

(b) The fourth **WHEREAS** clause shall be amended and replaced to read as follows:

“**WHEREAS**, the loan shall bear the Small Community Rate, as defined by 35 Ill. Adm. Code 365.210(b) which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan.”

**SECTION 3. REPEALER**

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

**SECTION 4. EFFECTIVE DATE**

The Ordinance shall take effect after its passage, approval, and publication in pamphlet form, as regulated by law.

**PASSED and APPROVED** this \_\_\_\_ day of January, 2018.

Yeas: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Abstain: \_\_\_\_\_  
Present: \_\_\_\_\_

\_\_\_\_\_  
Greg Szymanski, Village President

**ATTEST:**

\_\_\_\_\_  
Janett Conner, Village Clerk

Date Published: \_\_\_\_\_  
Date Effective: \_\_\_\_\_

**CERTIFICATION**

I, Janett Conner, do hereby certify that I am the duly elected, qualified and acting Clerk of the Village of Beecher. I do further certify that the above and foregoing, identified as Ordinance Number \_\_\_\_\_, is a true, complete and correct copy of an ordinance otherwise identified as **AN ORDINANCE AMENDING ORDINANCE NO. 1258, BEING “AN ORDINANCE AUTHORIZING ENTRY INTO A WATER POLLUTION CONTROL LOAN AGREEMENT WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR THE VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS.” TO RESTRUCTURE THE PAYMENT TERMS**, passed by the Board of Trustees of the Village of Beecher on the \_\_\_\_ day of January, 2018, and approved by the President of the Village of Beecher on the same said date, the original of which is part of the books and records within my control as Clerk of the Village of Beecher.

Dated this \_\_\_\_ day of January, 2018.

**VILLAGE OF BEECHER, ILLINOIS**

By: Janett Conner, Village Clerk  
Village of Beecher, Will County  
625 Dixie Highway  
Beecher, Illinois 60401

(seal)

December 12, 2017

Mr. Robert O. Barber  
Village Administrator  
Village of Beecher  
625 Dixie Highway  
P.O. Box 1154  
Beecher, IL 60401

**Subject: *Village of Beecher – Safe Routes to School Improvements  
Section No.: 14-000189-00-SG***

Dear Mr. Barber:

The following items related to the subject project need to be executed and returned to us in order to further process the project with the Illinois Department of Transportation (IDOT):

- Five copies of BLR 05611 – Construction Engineering Service Agreement for Federal Participation – Supplement No. 1 - \$3,226.00.
- Five copies of BLR 05311 - Local Public Agency Amendment No. 1 for Federal Participation.
- Two copies of the Supplement Request Letter to IDOT which must be placed on Village letterhead and signed by the Village President. This document will be sent via email.
- Two copies of the Qualifications Based Selection letter which must be placed on Village letterhead and signed by the Village President. This document will be sent via email.

Please review the items and place them on the Agenda for the upcoming Village Board meeting. Upon approval by the Village Board, all copies of the enclosed documents should be signed and sealed by the Village President and Village Clerk and returned to our attention for forwarding to the Illinois Department of Transportation.



If you have any questions, please do not hesitate to contact me.

Sincerely,

**BAXTER & WOODMAN, INC.**  
**CONSULTING ENGINEERS**


A handwritten signature in blue ink, appearing to read "Matt Abbeduto". The signature is written in a cursive, fluid style.

**Matthew Abbeduto, P.E.**

Enc.

\\corp.baxwood.com\Projects\Crystal Lake\BEECH\150194-Safe Routes to School\Contract\construction\Supplement\Agreements  
Cover Letter\_Village.doc



 <b>Illinois Department of Transportation</b> <b>Local Public Agency Amendment # 1 for Federal Participation</b>	Local Public Agency Village of Beecher	State Contract <input checked="" type="checkbox"/>	Day Labor <input type="checkbox"/>	Local Contract <input type="checkbox"/>	RR Force Account <input type="checkbox"/>
	Section: 14-00018-00-SG	Fund Type: TAP-SRTS	ITEP / SRTS / HSIP Number(s) 2014-0073		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-120-16	SRTS-4009(348)				

This Amendment is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA have jointly proposed to improve the designated location as described below and agree to the changes outlined in this Amendment. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

**Location**

Location Safe Routes to School Route Various Length N/A  
 Termini Various

Current Jurisdiction LA TIP Number 12-15-0014 Existing Structure No N/A

**Amended Division of Cost**

Type of Work	ITEP	%	%	LPA	%	Total
Participating Construction	125,600	( * )	( )	31,400	( BAL )	157,000
Non-Participating Construction		( )	( )		( )	
Preliminary Engineering		( )	( )		( )	
Construction Engineering	15,376	( * )	( )	3,844	( BAL )	19,220
Right of Way		( )	( )		( )	
Railroads		( )	( )		( )	
Utilities		( )	( )		( )	
Materials						
<b>TOTAL</b>	<b>\$ 140,976</b>			<b>\$ 35,244</b>		<b>\$ 176,220</b>

\*Maximum FHWA (SRTS) Participation 80% not to exceed \$140,976.

**NOTE:**

The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

**Local Public Agency Appropriation**

**For Amendments Increasing the LPA share:** By execution of this Amendment, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of LPA project costs. A copy of the resolution or ordinance is attached as an addendum(**required for increases to state-let contracts only**).

**ADDENDA**

Additional information, changes, and/or stipulations to the original Agreement are hereby attached and identified below as being a part of this Amendment.

\_\_\_\_\_  
(Insert addendum numbers and titles as applicable)

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Amendment and all Addenda.

**APPROVED**

Local Public Agency

\_\_\_\_\_  
Greg Szymanski

Name of Official (Print or Type Name)

\_\_\_\_\_  
Title (County Board Chairperson/Mayor/Village President/etc.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

The above signature certifies the agency's TIN number  
36-6005789 conducting business as a Governmental  
Entity.

DUNS Number 02-406-8239

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Randall S. Blankenhorn, Secretary

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Aaron A. Weatherholt, Deputy Director of Highways

\_\_\_\_\_  
Date

\_\_\_\_\_  
Omer Osman, Director of Highways/Chief Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
William M. Barnes, Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff Heck, Chief Fiscal Officer (CFO)

\_\_\_\_\_  
Date

**NOTE:** If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Local Public Agency	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation Supplement No. 1</b>	<b>C O N S U L T A N T</b>	Consultant Baxter & Woodman, Inc.
Village of Beecher			Address 8840 W. 192 <sup>nd</sup> Street
County Will			City Mokena
Section 14-00018-00SG			State IL
Project No. SRTS-4009(348)			Zip Code 60448
Job No. C-91-120-16			Contact Name/Phone/E-mail Address Matt Abbeduto, P.E. – 815-444-3352 <a href="mailto:mabbeduto@baxterwoodman.com">mabbeduto@baxterwoodman.com</a>
Contact Name/Phone/E-mail Address Robert Barber – Village Administrator <a href="mailto:bobadm@villageofbeecheer.org">bobadm@villageofbeecheer.org</a>			

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

<b>Regional Engineer</b>	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
<b>Resident Construction Supervisor</b>	Authorized representative of the LPA in immediate charge of the engineering details of the PROJECT
<b>In Responsible Charge</b>	A full time LPA employee authorized to administer inherently governmental PROJECT activities
<b>Contractor</b>	Company or Companies to which the construction contract was awarded

#### Project Description

Name	<u>Safe Routes to School</u>	Route	<u>Various</u>	Length	<u>N/A</u>	Structure No.	<u>N/A</u>
Termini	<u>N/A</u>						

Description: School zone signage installation for Safe Routes to School (SRTS) grant along Church Road, Cardinal Creek Boulevard, Dixie Highway and Penfield Street. ENGINEER's Project No.: 150194.60.

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT hereinbefore described and checked below:
  - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
  - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
  - c. For soils, to obtain samples and perform testing as noted below.
  - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LPA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
  - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
  - g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
  - h. Geometric control including all construction staking and construction layouts.
  - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
  - j. Measurement and computation of pay items.
  - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - l. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.
  - m. Revision of contract drawings to reflect as built conditions.
  - n. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
  3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee In Responsible Charge.
  4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or STATE.
  5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
  6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
  7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
  8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LPA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LPA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LPA.
  - 9.
  10. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.
- The undersigned certifies neither the ENGINEER nor I have:
- a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
  - b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

- c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
  - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
  12. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
  13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
  14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
  15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

**II. THE LPA AGREES,**

1. To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee  
Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$ , or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor  
 IHDC = In House Direct Costs  
 OH = Consultant Firm's Actual Overhead Factor  
 R = Complexity Factor  
 FF=Fixed Fee  
 SBO = Services by Others

Total Compensation =  $DL + IHDC + OH + FF + SBO$

Specific Rate  (Pay per element)

Lump Sum  \_\_\_\_\_

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.
8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

### III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LPA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LPA.
5. That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

6. That in the event the engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
    - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      - (A) abide by the terms of the statement; and
      - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (b) Establishing a drug free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the workplace;
    - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
    - (3) any available drug counseling, rehabilitation and employee assistance program; and
    - (4) the penalties that may be imposed upon an employee for drug violations.
  - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
  - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
  - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LPA deems appropriate.
  10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.









**Exhibit C**  
**Federal Qualification Based Selection (QBS) Checklist**  
 Exhibit C does not apply. See attached Village Letter.

Local Public Agency             
 Section Number             
 Project Number             
 Job Number           

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed \$25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than \$25,000.

Form Not Applicable (engineering services less than \$25,000)

1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
2.	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the <i>BLRS Manual</i> ? If no, IDOT's approval date: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.	Was the scope of services for this project clearly defined?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
4.	Was public notice given for this project? Method(s) used for advertisement and dates of advertisement: _____	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
5.	Do the written QBS policies and procedures cover conflicts of interest?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7.	Do the written QBS policies and procedures discuss the method of evaluation? Criteria for this project                      Weighting                      Criteria for this project                      Weighting	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	_____ %                      _____ %		
	_____ %                      _____ %		
	_____ %                      _____ %		
	_____ %                      _____ %		
8.	Do the written QBS policies and procedures discuss the method of selection? Selection committee (titles) for this project: _____ Top three consultants selected for this project in order: 1) _____ 2) _____ 3) _____ If less than 3 responses were received, IDOT's approval date: _____	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
10.	Were negotiations for this project performed in accordance with federal requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
11.	Were acceptable costs for this project verified?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input checked="" type="checkbox"/> LPA will rely on IDOT review and approval of costs.		
12.	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**Contract 61C56 – Safe Routes to School**

**Village of Beecher**

Section: 14-000189-00-SG

Project No.: SRTS-4009 (348)

Job No.: C-91-120-16

County: Will

**Construction Engineering Supplement #1:**

This supplement is for the additional construction engineering required to complete the project due to additional scope of work related to the addition of 7 solar powered advance warning signs. After the project was awarded, it was identified that the aforementioned warning signs needed to be provided to accommodate flashing beacons at various crosswalk locations. The construction engineering time related to the warning signs was not accounted for in the original construction engineering agreement. Additional time was spent on field observation, documentation and there were also several field visits and correspondence associated with trouble shooting and maintenance of the solar powered warning signs after they were installed.

Based on a review of Local Agency Agreement for Federal Participation, federal funds are available to cover 80% of the supplement amount (\$3,226), which equates to \$2,581. The Local Public Agency Amendment #1 for Federal Participation (BLR 05311) includes transferring this amount from the available Participating Construction funds to Construction Engineering. This is possible based on the final construction costs being under the original allocated amounts (See below).

The Village of Beecher's portion (20%) of the supplement equates to \$645. The Local Public Agency Amendment #1 for Federal Participation (BLR 05311) also includes funds being transferred from Participating Construction to Construction Engineering.

**Total Construction and Construction Engineering Costs including Supplement #1:**

The original Village of Beecher's division of cost portion for Construction and Construction Engineering was \$35,244 (\$32,040 for Construction and \$3,204 for Construction Engineering).

Based on the final construction costs ending up lower than originally planned for, the Village of Beecher's actual cost portion for Construction = \$21,127. The cost portion for Construction Engineering including the Supplement #1 amount = \$3,849. The Village's overall project cost for both Construction and Construction Engineering including the supplement = \$24,976.

**VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ADOPTING THE VILLAGE OF BEECHER POLICY PROHIBITING  
SEXUAL HARASSMENT**

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**WHEREAS**, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised that the Illinois General Assembly has recently enacted Public Act 100-0554 (“Act”), an Act concerning government, which became effective immediately November 16, 2017;

**WHEREAS**, the Corporate Authorities of the Village of Beecher, Will County, Illinois, deem it necessary and advisable to update and replace the sexual harassment policy for the Village of Beecher to comply with the Act; and

**WHEREAS**, the Corporate Authorities of the Village of Beecher, Will County, Illinois, now deem it advisable, necessary, and in the best interests of the residents of the Village of Beecher to adopt a Policy Prohibiting Sexual Harassment.

**NOW THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Beecher, Will County, Illinois, as follows:**

**Section One: Beecher Policy Prohibiting Sexual Harassment**

That the Corporate Authorities of the Village of Beecher adopt the attached **Village of Beecher Policy Prohibiting Sexual Harassment** (January, 2018).

Passed and approved this 8<sup>th</sup> day of January, 2018.

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstain: \_\_\_\_\_

Present: \_\_\_\_\_

\_\_\_\_\_  
Greg Szymanski, Village President

**ATTEST:**

\_\_\_\_\_  
Janett Conner, Village Clerk

**VILLAGE OF BEECHER**  
**POLICY PROHIBITING SEXUAL HARASSMENT**  
**(January, 2018)**

*I. PROHIBITION ON SEXUAL HARASSMENT*

It is unlawful to harass a person because of that person's sex. The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991. All persons have a right to work in an environment free from sexual harassment. Sexual harassment is unacceptable misconduct which affects individuals of all genders and sexual orientations. It is a policy of the Village of Beecher to prohibit harassment of any person by any Village official, Village agent, Village employee or Village agency or office on the basis of sex or gender. All Village officials, Village agents, Village employees and Village agencies or offices are prohibited from sexually harassing any person, regardless of any employment relationship or lack thereof.

*II. DEFINITION OF SEXUAL HARASSMENT*

This policy adopts the definition of sexual harassment as stated in the Illinois Human Rights Act, which currently defines sexual harassment as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- (3) Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Conduct which may constitute sexual harassment includes:

- Verbal: sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.
- Non-verbal: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- Physical: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
- Textual/Electronic: "sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."

### III. *PROCEDURE FOR REPORTING AN ALLEGATION OF SEXUAL HARASSMENT*

An employee who either observes sexual harassment or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee, and her/his immediate supervisor. It is not necessary for sexual harassment to be directed at the person making the report.

Any employee may report conduct which is believed to be sexual harassment, including the following:

- *Electronic/Direct Communication.* If there is sexual harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.
- *Contact with Supervisory Personnel.* At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the person making the report, a department head, a director of human resources, an ethics officer, the Village administrator, or the Village President.

The employee experiencing what he or she believes to be sexual harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or other responsible officer, the Village will not be presumed to have knowledge of the harassment.

- *Resolution Outside Village.* The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the Village. However, all Village employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. An IDHR complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days.

Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the place), including, but not limited to, written records such as letters, notes, memos and telephone messages.

All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the Village. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

#### *IV. PROHIBITION ON RETALIATION FOR REPORTING SEXUAL HARASSMENT ALLEGATIONS*

No Village official, Village agency, Village employee or Village agency or office shall take any retaliatory action against any Village employee due to a Village employee's:

1. Disclosure or threatened disclosure of any violation of this policy,
2. The provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy, or
3. Assistance or participation in a proceeding to enforce the provisions of this policy.

For the purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any Village employee that is taken in retaliation for a Village employee's involvement in protected activity pursuant to this policy.

No individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Similar to the prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:

1. Discloses or threatens to disclose to a supervisor or to a public body an activity, policy, or practice of any officer, member, State agency, or other State employee that the State employee reasonably believes is in violation of a law, rule, or regulation,
2. Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, State agency or other State employee, or
3. Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act.

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. (740 ILCS 174/15(b)).

According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes to be sexual harassment in employment, because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.



An employee who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge – due within 180 days (IDHR) or 300 days (EEOC) of the alleged retaliation.

*V. CONSEQUENCES OF A VIOLATION OF THE PROHIBITION ON SEXUAL HARASSMENT*

In addition to any violation of State or federal law, the Village of Beecher reserves the right to pursue progressive discipline according to the terms of any collective bargaining agreement or the Village’s personnel manual for Village employees that violate this policy. Appointed officials such as commissioners that violate this policy will be subject to censure or removal as determined by the Village President with advice and consent of the Village Board. Elected Officials found to be violating this policy will be subject to the provisions of State and federal law.

*VI. CONSEQUENCES FOR KNOWINGLY MAKING A FALSE REPORT*

A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment. A false report is not a report made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to discipline or discharge pursuant to applicable Village policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.

In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, an inspector general, the State Police, a State’s Attorney, the Attorney General, or any other law enforcement official is guilty of a Class A misdemeanor. The Village may levy an administrative fine of up to \$5,000 against any person who intentionally makes a false, frivolous or bad faith allegation.