## MEMORANDUM

FROM: Robert O. Barber, Village Administrator

DATE: Friday, August 24

RE: VILLAGE ADMINISTRATOR MATERIALS FOR VILLAGE BOARD MEETING

BOARD MEETING DATE: Monday, August 27, 2018 at 7:00 p.m.

## AGENDA

- I. PLEDGE TO THE FLAG
- II. ROLL CALL
- III. APPROVAL OF MINUTES OF THE PREVIOUS MEETINGS OF THE MONTH
- IV. VILLAGE CLERK REPORT
- V. RECOGNITION OF AUDIENCE
- A. FINANCE AND ADMINISTRATION COMMITTEE Frank Basile, Marcy Meyer
- 1. WILL COUNTY AGGREGATION UPDATE. The Will County Aggregation group (14 communities) opened three bids for electrical supply on July 31st. The lowest bid was from Constellation Energy, which was about 6% lower than the Com Ed rates beginning October 1st. This rate was locked in for three years and letters advising the residents of this new rate went out last week. Com Ed rates should continue to climb but if they do drop the Village will advise the residents to opt out of this program which they can do at any time at no cost.
- 2. ILLINOIS MUNICIPAL INSURANCE COOPERATIVE UPDATE. We have closed the books on FY 13/14 and the founding members will receive \$142,980 in dividends from leftover proceeds. We are beginning to close the books after final audit on FY 14/15 and a dividend of \$189,398 will be shared amongst the founding members. It has been decided to spread these dividends out over time so that a steady stream of revenue will come in. This was a majority opinion but not all members agreed. Beecher's first dividend will be \$6,000 this year and increasing by \$6,000 each year thereafter until we level off at around \$18,000 per year. This is the goal. Please see the enclosed chart.

- 3. VILLAGE IS MONITORING STATE TAX COLLECTIONS. Enclosed are charts showing how revenue is collected by month from the Illinois Department of Revenue and the various utility companies. These monthly returns are monitored closely and compared to our budgeted amounts. So far we are right on target.
- 4. ILLINOIS DEPARTMENT OF REVENUE EXPLAINS THE IMPACTS OF U.S. SUPREME COURT DECISION REQUIRING THE COLLECTION OF INTERNET SALES TAXES. The enclosed letter states that municipalities may see an uptick in their use taxes but that most of the big internet providers like Amazon are already paying sales taxes so do not expect a large windfall.
- 5. UPDATE ON VILLAGE'S HEALTH INSURANCE POOL. The first joint meeting of the eastern Will and western Will sub pools was held last Friday. Of interest to the Board is where the Village is financially right now. We have \$112,381 in reserve with \$31,154 of this amount being unrestricted. The Village's PPO Loss Ratio is 125.4% which means that we could have a renewal rate at least 25% higher next year if we were puchasing annual stand alone policies. The sub pool is performing at 94.7%. The Illinois combined pool is running at 95.2%. So you can see that pooling helps to keep our costs more consistent over time in the health insurance market. Please see the enclosed reports.
- B. PUBLIC BUILDINGS AND PROPERTIES, PARKS AND RECREATION COMMITTEE Scott Wehling, Todd Kraus
- 1. TOT LOT UPDATE. A site has been staked out in the park for the tot lot and more than half of the money has been collected for the initial phase of the project. Grants are also being pursued. An update will be provided a the meeting.
- 2. FIREMEN'S #2 BALLFIELD LIGHTS UPDATE
- 3. LIONS PARK PLAYGROUND REPAIRS UPDATE
- 4. GENERATOR FOR POLICE STATION GRANT PROJECT UPDATE to be provided by public works at the meeting.
- 5. AT+T AND CALL ONE BRINGING FIBER INTO VILLAGE HALL. All phone and internet service is moving away from copper and onto a fiber optic network. To that end, the Village is installing AT+T fiber optic lines in the Village Hall and will eventually transition to fiber from copper wire and wireless networks. This is the most reliable and secure platform for communication for a fixed position or building and increase our capabilities in the future.
- C. PLANNING, BUILDING AND ZONING COMMITTEE Stacy Mazurek, Jonathan Kypuros
- 1. BUILDING DEPARTMENT MONTHLY REPORT is enclosed for your review.

- 2. COMPREHENSIVE PLAN UPDATE. Since last month Teska has been at gatherings for the Chamber of Commerce, the Youth Commission, the Lions Club Summerfest, and the public visioning workshop. Most of the data collection is now complete and it is time to begin planning. The next step in the process is a meeting with the intergovernmental commission on Wednesday, August 29<sup>th</sup> out at the Township building at 7pm. Here the planners will be asking questions of the local elected officials from each taxing body to gather their opinions. Teska is also going to be at the next senior breakfast talking to the seniors. In October we will transition into the putting the vision into text and maps.
- 3. STATUS OF DEVELOPMENTS IN BEECHER. As part of the data collection we had to inventory platted and improved lots which do not yet have dwelling units. The Village has 385 vacant single family lots and 257 townhome lots. This is 642 total vacant lots. In addition, there are 1,068 lots which are platted but not improved. Please see the enclosed report.
- D. PUBLIC SAFETY COMMITTEE Todd Kraus, Scott Wehling
- 1. POLICE DEPARTMENT MONTHLY REPORT is enclosed for your review.
- 2. E.M.A. MONTHLY REPORT is enclosed for your review.
- 3. CODE ENFORCEMENT MONTHLY REPORT is also enclosed for your review.
- E. PUBLIC WORKS COMMITTEE Jonathan Kypuros, Stacy Mazurek
- 1. WATER DEPARTMENT MONTHLY REPORT is enclosed for your review.
- 2. SEWER DEPARTMENT MONTHLY REPORT is also enclosed for your review.
- 3. WASTEWATER TREATMENT PLANT IMPROVEMENT PROJECT UPDATE. All of the underground work is being laid including the new junction flow boxes, tie in lines and clarifier pit. A new path to the grade school lift station has been installed. A progress meeting was held on August 18<sup>th</sup> and the minutes of that meeting are enclosed for your review. The next progress meeting is scheduled for Wednesday, September 5<sup>th</sup>.
- 4. DUNBAR WATERMAIN UPDATE. Work has begun. The plan is to bore both north and south of Penfield Street to Hodges and then to Indiana. This will require the intersection of Penfield and Dunbar to be closed for the next month. Services will then be attached to the new main and the old main abandoned. Residents were advised of the work in a letter from the Village delivered by hand. The contractor will advise residents when their will be temporary disruptions of water service or blocked driveways. The plan is to be complete with this work by the end of September and restorations complete by November 1<sup>st</sup>.

- 5. MILLER STREET LIFT STATION REHAB UPDATE will be provided by public works.
- 6. CURB AND SIDEWALK REPAIR UPDATE will be provided by public works.
- 7. GOULD STREET BOARDWALK SEALING UPDATE to be provided by public works.
- 8. TREE REMOVAL AND TREE TRIMMING PROGRAM UPDATE to be provided by public works. We are still trying to get last year's list done but we will be starting a new list here in early September.
- 9. WATER METER REPLACEMENT PROGRAM UPDATE to be provided by public works.
- 10. PUBLIC WORKS COMMITTEE TO MEET ON THURSDAY, SEPTEMBER 6<sup>TH</sup> AT 7PM to review applications and set an interview schedule for the public works employee opening.
- 11. PENFIELD STP UPDATE. The Village is now over the hurdle on the possible registery of the bridge. It has been deemed not historically significant. We now focus on full completion of Phase I with a community workshop on the roadway plan scheduled for later this Fall, most likely at the community hall. The workshop will be very similar to the 2040 comp plan workshop. We will the proceed to Phase II hopefully this Spring.
- 12. CONSIDER A MOTION WAIVING BIDS FOR THE UPGRADE TO THE VILLAGE'S SCADA SYSTEM FOR WATER DISTRIBUTION. Since the original equipment we are upgrading and repairing is an Energenecs system, it makes sense to have them upgrade their own equipment. We will still be using the original communications platform installed in 2002. Enclosed is a proposal for the work to be done in the amount of \$26,190. \$32,000 was budgeted this year for this work. The Acting Supt. is recommending that this be done now to prevent further software and hardware failures at Well #3 and the Booster station. Please also see the enclosed history of the SCADA system and a letter on the system's current status.
- 13. CONSIDER A PROPOSAL IN THE AMOUNT OF \$26,190 FROM ENERGENECS TO UPGRADE THE SCADA SYSTEM AT WELL #3 AND THE BOOSTER STATION IN THE AMOUNT OF \$26,190. Please see the enclosed proposal.
- 14. PUBLIC WORKS CHAIR AND VILLAGE PRESIDENT REQUEST A DESIGN AND A PRICE FOR MAKING A CUL DE SAC OFF THE HODGES STREET EXTENSION AT THE WEST END OF FIREMEN'S PARK. The Village Engineer did not provide a design of the cul de sac but provided a price of \$208,000; or \$178,000 without the contingency. This seems to be a very high cost and perhaps other options could be pursued such as public works preparing the road bed and hiring a paver to install the asphalt. But we still need to see a drawing of what this cul de sac would look like. This is for information only at this time.
- 15. CONSIDER THE PURCHASE OF A 2001 ODB LCT 650 LEAF LOADER IN AN AMOUNT NOT TO EXCEED \$8,000 FROM CLAUS MUNICIPAL SUPPLY AND TO FUND THE PURCHASE WITH FUNDING FROM THE STREET DEPARTMENT. This is an

unbudgeted item but needs to be brought up since items such as this sometimes just come up. This machine was discovered by accident at our large truck supplier in Cissna Park, IL when we took a truck in for warranty work. They are asking \$8,000 for the unit so we may be able to get the price down some more. It is the same type of unit as out 1994 LCT 650 with the exception that it has a tube on a hydraulic arm which makes leaf collection less labor-intensive. Please see the enclosed proposal from the Acting Supt. and a photo of the unit. Proceeds for the purchase will come out of the street department; most likely from full time wages that are not being utilized. We purchased portable scales for the police department in this same fashion last year.

- F. ECONOMIC DEVELOPMENT AND COMMUNITY RELATIONS COMMITTEE Marcy Meyer, Frank Basile
- 1. TIF DISTRICT UPDATE. All data collection and field work is complete and when the first draft of the report is ready for review Teska will ask the Village President to appoint a TIF Review Board. A public hearing before the Board will also be held. No exact timetable on this yet.
- 2. INDEPENDENT SENIOR HOUSING DEVELOPMENT UPDATE. A second series of letters (a copy of which is enclosed) went out earlier this month touting our community and the incentives we have to offer. The Comprehensive Plan will also be dedicated a whole chapter on developing a marketing plan for senior housing and AECOM will actually assist in next year in implementing the plan. It is our sincere hope that these efforts will be fruitful in attracting a project by 2021 but if we fail after three attempts perhaps our market area cannot support a project of this scope at this time.
- 3. QUIET ZONE UPDATE. The Village has received preliminary design work for the crossings but until we meet with the Federal Railroad Agency to discuss the scope of the project it is hard to predict what the true scope of the project will be. The Village President has worked closely with HR Green on this project and can provide an update.
- 4. TIME FOR FALL NEWSLETTER AGAIN! We are one month away from submitting our articles so if you have any ideas or articles for the newsletter please let us know.
- 5. SESQUICENTENNIAL UPDATE. A committee has been formed to write the next chapter of our history book from 1995 to 2020. This chapter will be 40-50 pages long and will be written in the same format as the original book. It can then be placed as an insert into the back of the old books. There are no exact pricing for all of this yet but we will be working on selling ads and establishing a price per copy to cover the cost of this historical piece. Please see the enclosed outline and list of committee members.
- G. VILLAGE PRESIDENT REPORT
- 1. REMINDER #1: INTERGOV MEETING WEDNESDAY, AUGUST 29<sup>TH</sup> AT 7PM

- 2. REMINDER #2: ILLINOIS MUNICIPAL LEAGUE CONFERENCE FAST APPROACHING. You need your registrations in very soon. See the clerk for more details.
- 3. REQUEST FOR EXECUTIVE SESSION TO DISCUSS AN EMPLOYMENT AGREEMENT AND THE APPOINTMENT OF A PUBLIC WORKS SUPERINTENDENT. This will require the Village Board to go back into open session and consider an appointment and employment agreement with the Village President's appointee.
- H. OLD BUSINESS
- I. NEW BUSINESS
- J. ADJOURN INTO EXECUTIVE SESSION
- K. RETURN TO OPEN SESSION TO CONSIDER AN APPOINTMENT OF PUBLIC WORKS SUPT. AND AN ORDINANCE AUTHORIZING AN EMPLOYMENT AGREEMENT
- L. 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 AUGUST 13, 2018 -- 7:00 P.M.

All present joined in the Pledge to the Flag.

President Szymanski called the meeting to order.

## **ROLL CALL**

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

ABSENT: None.

**STAFF PRESENT:** Clerk Janett Conner, Administrator Robert Barber, Chief Greg Smith, Public Works Crew Leader Matt Conner and Treasurer Donna Rooney.

**GUESTS:** None.

President Szymanski asked for consideration of the minutes of the July 23, 2018 Board meeting. Trustee Meyer made a motion to approve the minutes as written. Trustee Wehling seconded the motion.

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

NAYS: (0) None.

ABSTAIN: (1) Trustee Basile.

Motion Carried.

## **REPORTS OF VILLAGE COMMISSIONS**

Crew Leader Conner provided a Beautification Commission report. No meeting was held last month. The next meeting is scheduled for Tuesday, August 13<sup>th</sup>.

A Fourth of July Commission report was provided. Trustee Meyer is working on balancing the accounts and will provide final numbers when available.

Trustee Mazurek reported that the Youth Commission's next event will be held on the square in Crown Point. More information will be provided later. The next meeting is scheduled for Wednesday, August 15<sup>th</sup> at the Village Hall.

Trustee Wehling reported that the Historic Preservation Commission's next meeting is scheduled for Wednesday, August 15<sup>th</sup> at 6 p.m. at the Depot. They are still working on the plaque program.

Plaques are going up around town.

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

**TREASURER'S REPORT:** A copy of the Treasurer's report was provided to the Board for review and Treasurer Rooney was present to answer questions. 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: (6) Trustees Mazurek, Basile, Wehling, Kypuros, Meyer and Kraus.

NAYS: (0) None.

Motion Carried.

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

A list of bills to be paid was available for review. A summary of the list of bills was provided. Trustee Basile added a bill for Johnny on the Spot for an additional \$505, making that total bill \$955. President Szymanski noted a bill on the list to Barb Hodgett for damage done to a car by a parkway tree, to reimburse resident for her deductible. He spoke to some trustees that felt this wasn't a good practice to continue so he opened the matter up to the Board for discussion. The claim was submitted to the Village insurance and was denied. It was questioned if the deductible had been higher or more cars had been hit if we would want to reimburse those costs. It was felt overall that this type of reimbursement shouldn't be done in the future. Trustee Basile made a motion to approve payment of the list of bills, adding \$505 to the Johnny on the Spot bill, and removing the bill to Barb Hodgett for the tree damage in the amount of \$250, for a total amount of \$202,140. Trustee Meyer seconded the motion.

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

NAYS: (0) None.

Motion Carried.

<u>RESOLUTION #2018-09</u> – A Resolution of withdrawal from the Eastern Will Benefits Council (EWBC) sub-pool and authorizing membership in the Southwest Alliance for Health Management (SWAHM). These two sub-pools are merging for efficiency. Trustee Basile made a motion to adopt Resolution #2018-09. Trustee Mazurek seconded the motion.

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

NAYS: (0) None.

Motion Carried.

President Szymanski reported that Prairie State College will be holding a Crete and Beecher Community Celebration Day on Thursday, August 23<sup>rd</sup> from 5-7 p.m. Those attending can carpool from the Village Hall.

A letter received from St. James Hospital was provided for review. The emergency room is scheduled to close on August 29<sup>th</sup>.

## **OLD BUSINESS**

Trustee Kraus questioned some of the Amazon amounts on the credit card bill since they are not itemized on the bill. Staff ordered a new air conditioner for a well house and much of the Amazon items were for laser printer and ink cartridges.

## **NEW BUSINESS**

President Szymanski reported that he and Administrator Barber attended and spoke at an anniversary ceremony for the Beecher Fellowship Baptist Church and were provided with a certificate.

President Szymanski reported that the Knights of Columbus submitted a letter asking for permission to hold their Annual Intellectual Disabilities Fund drive in the Village from September 21-23<sup>rd</sup>. There were no objections by the Board.

Trustee Kypuros said we had good participation for the 2040 plan workshop but many of the people who attended weren't of the age that would be looking to raise kids here in the future. He proposed a company come out and speak regarding generational differences such as millennials who will be raising families here in Beecher so we can understand the other generations and what they are looking for, to get them involved. This could also be good for the Chamber of Commerce to get involved in. President Szymanski agreed that we need to find ways to get younger generations involved in the community.

It was discussed that Rhoda Signs has proposed doing a promotional video of the Village and all the businesses to promote the community. This is being looked at by the Chamber of Commerce.

Trustee Mazurek asked about the property behind McDonalds that has signs that the land is up for tax sale. The Village will continue mowing the lots and lien the property until the lots are purchased for back taxes.

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

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

NAYS: (0) None.

Motion Carried.

Meeting adjourned at 7:38 p.m.

Respectfully submitted by:

Janett Conner Village Clerk



P.O. Box 4911 Houston, TX 77210-4911



## DO NOT DISCARD:

Important Electricity Aggregation Information Enclosed

\*\*\*\*\*\*\*\*SNGLP ###T15 P1



**Customer Name** Mailing Address City, State Zip

Welcome to the Village of Beecher Electric **Aggregation Program** 

This notification is in regards to your electric service at:

> Service Address Apt# City, State Zip

August 10, 2018

Dear Customer Name,

After a competitive bid process, the Village of Beecher, along with 14 other communities, has selected Constellation NewEnergy, Inc. ("Constellation") as the preferred supplier for its Electric Aggregation Program. This includes a 36 month program that offers a fixed rate of 7.517¢/kWh for the term of October 2018 through October 2021 meter read cycles. This program offers a carbon-free electricity product consisting of 100% of your supply of electricity matched with emission free energy certificates (EFECs) which are further described in your terms and conditions. The fixed price offered does not include taxes, ComEd distribution or other ComEd fees, charges or credits.

## You're Automatically Enrolled

As an eligible Village of Beecher residential or small business customer, you are automatically enrolled, as approved by previous voter referendum, unless you decide to opt-out. To learn more about the program, please see the enclosed General Terms and Conditions.

## **How To Opt-Out**

You don't need to do anything to get this new rate; however, if you decide not to take part in the program, please respond with one of the options below by August 31, 2018. If you do not opt out by August 31, 2018, you will have been deemed to have authorized and agreed to being enrolled in the Municipal Aggregation Electricity Program and to having your electric supply service switched to Constellation under the enclosed terms and conditions.

- 1. Mail: Return the form below in the pre-addressed stamped envelope
- 2. Phone: Call Constellation at 1-844-252-4216
- 3. Web: Visit www.constellation.com/ il-willcounty

We look forward to providing this program. Sincerely,

> SVP Mass Markets Constellation

Village of Beecher

Kevin Klages

## To learn more:



Visit us online at constellation.com/ il-willcounty



Call 1-844-252-4216 24 hours a day, 365 days a year

We encourage you to review the details of the offer as further defined in the enclosed Terms and Conditions. Constellation NewEnergy, Inc. is a subsidiary of Exelon Corporation, The prices of Constellation NewEnergy, Inc. are not regulated by the Illinois Commerce Commission. You do not have to buy Constellation NewEnergy. Inc. electricity or any other product in order to receive the same quality regulated service from ComEd. IL License

Please be advised that you may purchase your electricity supply from either a Retail Electric Supplier ("RES") or ComEd. Further information regarding your electricity purchasing options is available at www.pluginillinois.org. You also have the right to request from the Illinois Power Agency ("IPA") without charge, a list of all supply options available to you as an electricity consumer and in a format that allows a comparison of prices and products. Please also be advised that in the event that you elect to change or maintain tariffed electricity service from ComEd that such election will not result in a service fee. To obtain further information regarding ComEd tariffed electricity service, please contact the ComEd Customer Service Dept at 1-800-334-7661.

Net metering customers, pursuant to Section 16-107.5(d)(3) and (e)(3) of the Public Utilities Act, may forfeit credits for electricity supply service and delivery service, or both, if they switch to the Aggregation Supplier.



**Customer Name** Mailing Address City, State Zip



A1101

I do not want to participate in the Village of Beecher Electric Aggregation Program



## UNIFORM DISCLOSURE STATEMENT

Name: Constellation NewEnergy, Inc.

Address: 20 N. Wacker Drive, Suite 2100, Chicago, IL 60606. Internet address: www.constellation.com

Phone: 1-844-252-4216, available 24 hours a day, 7 days a week.

Rates and Product Information			
Price(in cents/kWh) and number of months this price stays in effect:	7.517¢ per kilowatt-hour, fo	r 36 months.	
Other monthly charges:	None from Constellation		
Total Price (in cents/kWh) with	500 kWh	1,000 kWh	1,500 kWh
other monthly charges:	7.517¢	7.517¢	7.517¢
Length of contract:		mence on meter read dates the <b>October 2021</b> meter re terms of the Agreement.	
Price after initial price:	7.517¢ for Initial Term		
Early Termination Fees and Contra	ict Renewal		
Early Termination Fee:	None.		
Contract Renewal:	expiration notice and offer to reject. If you do not reject	nd of the term, Constellatio to renewal for another term, v ct, the Offer will be deemed a ected in the Offer, your Accou rrent Term.	which you will have 21 days ccepted by you. If you reject
Right to Rescind and Cancel			
Rescission:	after your Utility has rec	d (stop) your Utility enrollme eived your order to switch 4216 to accomplish this or yo	n suppliers. You may call
Cancellation:	if you contact us at 1-844-25	52-4216 at any time.	any termination fee or penalty

This is a sales solicitation and the seller is Constellation NewEnergy, Inc., an independent retail electric supplier. If you enter into a contract with the seller, you will be changing your retail electric supplier. The seller is not endorsed by, representing, or acting on behalf of, a utility or utility program, a governmental body or a governmental program, or a consumer group or a consumer group program (unless the RES has entered into a contractual arrangement with the governmental body and has been authorized by the governmental body to make the statements).

If you have any concerns or questions about this sales solicitation, you may contact the Illinois Commerce Commission's Consumer Services Division at 800-524-0795. For information about the electric supply price of your electric utility and offers from other retail electric suppliers, please visit PlugInIllinois.org.

D-4 0/40/0040	A want ID: Carramant Agence ation
Date: 8/10/2018	Agent ID: Government Aggregation
Date: 6/10/2010	

## **ELECTRICITY PURCHASE AND SALE TERMS AND CONDITIONS**

- **1. Seller Information:** Constellation NewEnergy, Inc. 20 N. Wacker Drive, Suite 2100, Chicago, IL 60606. ("Constellation")
- 2. Pricing: For the Initial Term, the Price shall be 7.517¢ per kilowatt-hour, which does not include the Utility's delivery charges or any applicable taxes. Starting June 1, 2017, the Future Energy Jobs Bill ordered the Utility to begin collecting portions of the Illinois Renewable Portfolio Standards ("RPS") costs. These costs had previously been collected and paid by suppliers like Constellation. The Utility will begin collecting portions of RPS from you over time. Therefore, the Price only incudes the portions of the RPS costs that Constellation will collect (50% starting June 1, 2017, 25% starting June 1, 2018, and 0% starting June 1, 2019 to the extent such years overlap with the Initial Term). You will not receive a credit once these charges begin appearing on your Utility invoices.
- 3. Term and Renewal: This Agreement shall become binding on the Effective Date, provided however, the obligations of Constellation to sell and schedule electricity for the Utility's delivery to the Accounts and your obligations to purchase, take and pay for electricity for the Accounts at the Price will commence on the October 2018 meter read date through the October 2021 meter read date ("Initial Term"), unless terminated pursuant to the terms of this Agreement. Between 30 and 60 days prior to the end of the Initial Term or Renewal Term, Constellation will send you a contract expiration notice and offer to renewal for another term ("Renewal Term"). This notice will include, without limitation, the new product, pricing, the length of the Renewal Term, and any other changes to the terms and conditions ("Offer"). You will have 21 days from the date of the Offer to reject the Offer. Otherwise, the Offer will be deemed accepted by you without the need for further signature or other affirmative action by you. If you reject the Offer in the manner directed in the Offer, your Accounts will be returned to Utility service at the end of the current Term. Constellation will also provide a secondary notice by e-mail, text message/SMS, postcards, or phone calls. You consent to receiving the secondary notice in any of these formats.
- 4. Early Termination Fee: You may terminate this Agreement at any time without an early termination fee.
- **5. Deposit and Switching Fees:** Constellation will not charge or collect a deposit or prepayment. Constellation will not charge switching fees to switch to Constellation's service. Your current supplier and/or the Utility may charge such fees.
- 6. Savings: Savings are NOT guaranteed.
- **7. Rescission**: You have a right to rescind (stop) your utility enrollment within 10 days after your Utility has received your order to switch suppliers. You may call Constellation at 1-844-252-4216 to accomplish this or, if you are a residential customer, you may also contact your Utility at 1-800-334-7661 to accomplish this.
- 8. General Disclosures: Constellation is an independent seller of electric power and energy services, certified by the Illinois Commerce Commission. Constellation is not representing, endorsed by or acting on behalf of the Utility, governmental bodies, program of a governmental body, or consumer groups. The prices of Constellation are not regulated by the Illinois Commerce Commission. You do not have to buy Constellation electricity supply or any other product in order to receive the same quality regulated service from the Utility. The Utility remains responsible for the delivery of electric power and energy to your premises and will continue to respond to any service calls and emergencies. Switching to Constellation will not impact your electric service reliability. You will receive written notification from the Utility confirming a switch of your electricity supplier.
- 9. Toll-free Phone Numbers: You may find the following telephone numbers helpful:
- -Constellation NewEnergy, Inc.: 1-844-252-4216
- -Illinois Commerce Commission's Consumer Services Division Contact Information: 1-800-524-0795 or 1-800-858-9277 for TTY hearing-impaired customers.
- -Utility: 1-800-334-7661
- 10. Purchase of Electricity Supply: Village of Beecher ("Municipality"), pursuant to the aggregation authority conferred upon it by referendum, which passed by a majority of the vote and the ordinance establishing the aggregation program ("Program"), selected Constellation NewEnergy, Inc. ("Constellation") to supply the Program and to administer enrollments as described herein. Constellation agrees to sell and the customer responsible for the service address identified in the cover letter hereto ("you") agree to buy your full requirements of electricity and any other service identified herein for the accounts associated with the service address identified on the letter accompanying this document ("Account") in accordance with the terms of these Electricity Purchase and Sale Terms and Conditions and the

Uniform Disclosure Statement provided herewith (collectively, this "Agreement"). The "Effective Date" shall be the first calendar day following the Opt-Out Date. Both you and Constellation may be referred to herein as a "Party" and, collectively, you and Constellation may be referred to as the "Parties".

- 11. Opt-Out Enrollment: Enrollment is automatic if you do not opt-out, but participation is voluntary. IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY 8/31/2018 ("OPT-OUT DATE") BY (I) RETURNING THE POSTCARD POSTMARKED NO LATER THAN THE OPT-OUT DATE, (II) OPTING OUT BY TELEPHONE BY CALLING 1-844-252-4216 OR (III) BY OPTING-OUT ON SELLER'S WEBSITE AT WWW.CONSTELLATION.COM/IL-WILLCOUNTY. To be eligible for the Program and to allow for successful enrollment, you and the Account must meet the following eligibility requirements (the "Eligibility Requirements") (1) must be located within the Municipality's jurisdictional boundaries, (2) must be served by the Utility on a residential or eligible small commercial rate class, provided such small commercial account consumes less than 15,000 kWh annually, (3) may not be under contract with another competitive supplier, on the Utility's real-time pricing, on bundled hold with the utility, or franchised service with a municipal account, (4) must meet Seller's minimum usage requirements, and (5) must be eligible for the Utility's purchase of receivables program.
- 12. Billing and Payment: You will be invoiced for Constellation's charges and the Utility's delivery charges by the Utility on the invoice(s) you receive from the Utility. Such billing and payment shall be subject to the applicable Utility rules regarding billing and payment procedures. Constellation's charges or credits not invoiced through the Utility shall be invoiced directly by Constellation. If Constellation invoices you for charges not invoiced through the Utility, you shall pay within twenty (20) days from the invoice date. Payments not received by Constellation by the due date are deemed past due and shall accrue interest daily on the unpaid balance from the due date until payment is received at the lesser of 1.5% per month or the maximum amount allowable by law. Constellation may correct or cause the Utility to correct previous invoices in the event of invoicing errors.
- 13. Taxes: Any tax levied against Constellation by any governmental entity that must be paid by Constellation, exclusive of Constellation's income tax or taxes levied on Constellation's real or personal property, shall be passed through to and paid by you. You must provide Constellation with any applicable exemption certificates.
- 14. Rejection, Termination, and Remedies: In addition to any other termination rights provided for herein, Constellation reserves the right to terminate this Agreement for any non-payment of any amounts owed to Constellation under this Agreement or any other default under this Agreement by you with at least 14 days written notice. In addition to non-payment, Constellation also reserves the right to reject your enrollment or terminate this Agreement for the following reasons: (a) you or the Account fail to meet the Eligibility Requirements; (b) you rescind your authorization detailed in the "Information Release" section below; (c) you attempt to assign this Agreement without Constellation's consent; or (d) you provide any false, inaccurate or misleading information to Constellation or the Utility. Constellation agrees not to charge any early termination fees.
- 15. Limitations: Neither Constellation nor any of its affiliates shall be liable for any damages or claims for matters within the control of the Utility or the ISO-controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Constellation's delivery obligations cease at the Utility interconnect. ALL ELECTRICITY SUPPLY SOLD HEREUNDER IS PROVIDED "AS IS", AND CONSTELLATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES AND, FURTHER, IN NO CASE SHALL CONSTELLATION'S LIABILITY EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS.
- 16. Force Majeure: Causes and events out of Constellation's reasonable control ("Force Majeure Events") may result in interruptions in service. Constellation will not be liable for any such interruptions or any other failure to perform under this Agreement caused by a Force Majeure Event. Constellation is not and will not be liable for damages caused by Force Majeure Events, including but not limited to acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access the Utility's system; non-performance by the Utility, including, but not limited to, a facility outage on the Utility's distribution lines; changes in laws, rules or regulations of any governmental authority; or any cause beyond our reasonable control.
- 17. Information Release: You authorize Constellation to obtain information from the Utility related to the Accounts including without limitation account name, account number, billing address, service address, telephone number, standard offer service type, historical electricity usage, rate classification, meter readings, characteristics of electricity supply, and billing and payment information. You authorize Constellation to release such information, consistent with applicable law and regulation, to Constellation's affiliates, employees, agents, advisors, and independent contractors and such affiliates' employees, agents, advisors, and independent contractors. These authorizations will remain in effect as long as this Agreement is in effect. You may rescind these authorizations at any time by either calling or providing written notice to Constellation at contact information provided.
- 18. Dispute Resolution and Class Action Waiver: CONSTELLATION HOPES TO MAKE YOU A SATISFIED CUSTOMER, BUT IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT'S EXPECTED OF BOTH OF CONSTELLATION AND YOU. BOTH YOU AND CONSTELLATION AGREE TO RESOLVE ALL DISPUTES RELATING TO OR ARISING OUT OF THE INTERACTIONS BETWEEN CONSTELLATION (INCLUDING OUR AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS, OFFICERS AND ASSIGNS) ONLY BY ARBITRATION OR BY AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. THERE'S NO

JUDGE OR JURY IN ARBITRATION, AND THE PROCEDURES MAY BE DIFFERENT, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF TO YOU AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. BOTH YOU AND CONSTELLATION ALSO AGREE THAT:

- A) The federal arbitration act applies to this Agreement and governs any arbitration between you and Constellation. Prior to initiating any arbitration, you and Constellation both agree to try to resolve any dispute informally. To initiate informal dispute resolution, contact our customer care department in one of the ways identified in this Agreement. Constellation will assign someone to attempt to resolve the dispute.
- B) If the dispute is unable to be resolved informally within ninety (90) days after the Party raising it informed the other in writing of the nature and basis of the dispute and made a written demand ("Demand"), either Party may seek formal arbitration. Any arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org, or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of this Agreement and all issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. This dispute resolution provision does not preclude you from bringing any issues you may have to the attention of any governmental authorities.
- C) YOU AND CONSTELLATION BOTH AGREE THAT THIS AGREEMENT DOES NOT ALLOW CLASS ACTIONS IN COURT OR CLASS ARBITRATIONS, EVEN IF THE AAA PROCEDURES OR RULES WOULD ALLOW SUCH PROCEDURES. RELIEF MAY BE AWARDED ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THE PARTY'S INDIVIDUAL CLAIM. IF FOR SOME REASON, THE CLASS ACTION WAIVER IS UNENFORCEABLE THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.
- D) Any arbitration hearings will take place in the county of your billing address. If you are unable to pay the AAA filing, administration, and arbitrator fees for any arbitration properly initiated seeking damages up to \$10,000, Constellation will pay such amounts. Otherwise, the payment of these amounts will be governed by the AAA Rules. In addition, for claims less than \$10,000, any arbitration hearing may be held telephonically.
- E) If the arbitrator issues you an award that is greater than the value of our last written settlement offer made prior to an arbitration hearing, then Constellation will pay you three times the amount of the award; and your attorney twice the amount of attorneys' fees, and reimburse any expenses reasonably incurred for pursuing your claim in arbitration. If the award in your favor is lower than our offer Constellation will only pay you the amount of the award. Any arbitration award will be final and binding and judgment confirming the award shall apply only to the specific case to enforce the award in that case.
- F) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT, YOU AND CONSTELLATION BOTH AGREE THAT BOTH PARTIES ARE WAIVING A RIGHT TO A JURY TRIAL. This dispute resolution provision shall survive termination of the Agreement.
- G) Nothing in this Agreement shall impair your right to make an informal or a formal complaint to your applicable state Commission.
- 19. Miscellaneous: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard for the conflicts of law provisions thereof. There are no third party beneficiaries to this Agreement and none are intended. You may purchase electricity supply service from an alternative retail electricity supplier, such as Constellation, or from the Utility. You may also request from the Illinois Power Agency, free of charge, a list of all supply options available in a format that will allow comparison of prices and products. The most up-to-date information is available online at www.PlugInIlliois.org. If you are a net metered customer and switch suppliers, you may forfeit credits for electricity supply service and delivery service. Subject to regulatory approvals and any required notice from Constellation, Constellation may assign this Agreement without your consent. You may assign this Agreement only with Constellation's prior written consent. The Agreement shall be considered the entire agreement between the Parties, superseding all verbal and written understandings. This Agreement shall only be amended in a writing signed by both Parties or in accordance with the Renewal process identified in Section 3. Customer or the individual undertaking this decision on your behalf warrants that he or she is authorized to (a) enter into this Agreement on your behalf, (b) make decisions with respect to the Accounts, and (c) enroll with and change the Accounts' electricity supplier to Constellation. You should contact the Utility in the event of an electric emergency at the phone numbers identified in Section 9. Except as further detailed in Section 3, future correspondence may be sent by Constellation to you via first class mail, postcard, and/or electronic mail.
- 20. Carbon-Free Electricity Product. This carbon-free electricity product consists of your supply of electricity matched with emission free energy certificates ("EFECs") produced by the PJM Environmental Information Services' ("PJM EIS") Generation Attribute Tracking System ("GATS") sourced from a generating unit that does not directly produce any air emissions (sulfur dioxide, nitrogen oxide, or carbon dioxide) as reported in GATS. The EFECs provided with this product are generated [100%] by nuclear generating facilities located in PJM and will be in an amount equal to 100% of the Accounts' electricity usage, over and above any then-current renewable portfolio standard requirements for Illinois applicable to alternative retail electric suppliers ("RPS"). The description of this product as "carbon-free" considers the direct electricity generation process only. Other "life cycle" emissions, including emissions associated with the construction of the plant, mining and processing of the fuel, maintenance and operation of the plant, disposal of waste byproducts, and decommissioning are not factored into this "carbon-free" description. Constellation makes no representations or warranties that carbon-free electricity purchased hereunder can be used as offsets or otherwise for compliance with any emission reduction program. This product will not make you eligible for any tax credits or other third party subsidies. Constellation does not expect to pair any EFECs from generators sited in the State of Illinois, but Constellation has not committed to a particular locations of generators at the time of this Agreement.

Version: 05-2018 – Aggregation Opt-Out © 2018 Constellation NewEnergy, Inc. License No. 17-0330

## What is Municipal Aggregation and how can I benefit?

bring the community together for improved group purchasing power. The community benefits by receiving competitively-priced electricity from an Alternative Retail Electric Supplier licensed Under municipal aggregation, local officials by the Illinois Commerce Commission.

community's behalf and who electricity supplier on the able to choose a certified How is my community is eligible?

participation, in order to be eligible you All eligible participants in the program

## What does "opt out" mean?

your community's competitive electricity price. Regardless, all customers will continue to have Constellation and will continue to be served by your current supplier. You will also not receive Optiout" means that we are operating under the assumption that you want to participale n your community's Municipal Aggregation number provided. If you opt out, you will not to participate. You can opt out by returning Electricity Program but you can decide not be enrolled as an electricity customer with or through the call center using the phone the opt-out form included in your mailer their electricity distributed by ComEd.

## What happens if I do not send in the opt-out form?

Pregram and to having your electric supply service switched to Constellation, However authorized and agreed to being enrolled in your community's Municipal Aggregation If you do not opt-out prior to expiration of the deadline, you will be deamed to have participation in the program at any time without incurring an early termination you have the option to terminate your

## ComEd. Can I retain this service? am currently under the budget billing option as provided by

determine your monthly payment for electricity If you have chosen budget billing, the utility will or if you wish to init ate budge! to lling or have any questions regarding your hudget, please continue to manage your budget billing and contact your utility for more information.



Who is Constellation?

## Aggregation Municipal

navigate competitive energy markets for as lung as custorners have had a choice of their energy and Canada. We have been helping customers

supplier and have provided affordable energy

to businesses nationwide for years.

gas customers in 48 states, Washington, D.C.

products and services to electric and natural Constellation is a leading supplier of energy

a FORTUNE 200 connapany with approximately

\$34.5 billion in annual revenues.

Constellation's parent company, Exelon, is

Program FAQs



IL License # 17-0330

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## What information do I need to opt out?

Customers will need the 4-6 digit opt-out code provided in the original opt-out letter. If this is not available, the customer care team can pull up your information based on the service address.

## Are there fees associated with the program?

Enrollment in the program is free and you need not take any action. You only need to be eligible to participate. Once enrolled in the program, you can cancel your agreement at any time and switch back to Comed without any fee.

## Will I be allowed to join the program after the initial enrollment period?

Your community has secured the same decine supply rate, terms and conditions for eligible customers who was to join its municipal aggregation programs after the initial enrollnight period. This would include customers who meve into the community, who were with another supplier and would like to join the another supplier and would like to join the aggregation program or customers who initially opted-out and want to join at a lafer date. These customers will have an individual agreement with Constellation for electricity supply but will retain the same electric supply rate, terms and conditions of the aggregation programs.

## What is the rescission period?

CornEd will provide you a netice confirming your enrollment with Constellation that provides you a period during which you may rescind such enrollment. Please tollow the instructions on the enrollment notice if you would like to rescind.

## What if I am with another supplier and want to join my community's program?

Based upon the records provided by the utility, we assumed you are not with another supplier; otherwise we would not have sent you this notice. If you recently signed up with a new supplier; you will not be automatically enrolled; if you wish to join the program, you should check the terms of your new agreement for any restrictions and then contact Constellation.

## How did my community develop this Program?

community's ballot asking the public for authority to esidents and small business customers, which was customers located within its municipal boundaries. As part of the aggregation, each municipality may electric loads of small commercial and residential your municipality passed a resolution authorizing llino s municipality is authorized to aggregate the services and equipment on behalf of its residents and small businesses. In accordance with the Act, Supplier, and enterinto a service agreement to facilitate the purchase of electricity and related solicit bids, select an Alternative Retail Electric create an opt-out Aggregation Program foruts approved by the residents of the community. 4gency Act ("Act"), 20 ILCS 3355/1-92, each Pursuant to Section 1-92 of the Illinois Power a referendum for the community on the

## Where can I learn more about electricity electric choice and assistance programs?

Additional information can be found at www.Pluglintlinois.org. The Illinois Commerce Commission (ICC) has assistance programs to help customers with their energy bills. Eligibility and enrellment information can be found on the ICC's website at www.icc.illinois.gov.

## What are questions that can be directed to my Utility?

Please contact ComEd at 1-800-334-7661 for questions on the following topics.

- Problems with your electricity service
- Questions about your bill
- Tax exemptions

## How do I know if the residential rate class that I am in is eligible for your service?

Residential customers on non-hourly rate classes are eligible for our service, Please carefully review all details provided in our offors. You can find your rate class and any special provisions on your bill.

## What happens at the end of the electricity aggregation term?

Your community will rebid the term and price on-behalf of residents or customers participating in the aggregation program will be returned to CornEd. You will be notified of the outcome by the municipality and/or supplier for the new term.

Please refer to the enclosed letter and Terms and Conditions for program pricing and further information. If you have any additional questions, please contact Constellation's, Custemer Service Department. To find out more about Constellation visit www.constellation.com





NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES



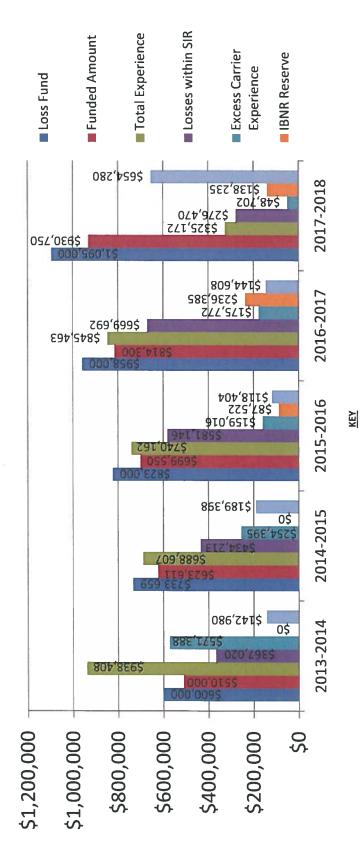


POSTAGE WILL BE PAID BY ADDRESSEE

ATTN GOV AGG PRGM CONSTELLATION PO BOX 4911 HOUSTON, TX 77210-9547 

## Illinois Municipal Insurance Cooperative-IMIC

Loss Run Report as of June 30, 2018



Loss Fund - The total amount the program collects at the beginning of every renewal term to pay claims within the program's SIR of

- Funded Amount Actual amount collected based on annual funding levels selected by the IMIC Executive Board.
- Total Experience The total amount of losses to date.
- Losses Within the SIR The total amount of losses within the program's SIR of \$50,000.
- Excess Carrier Experience Total amount paid for by the insurance companies above the groups SIR of \$50,000 per claim.
- IBNR Reserve Incurred But Not Reported reserve amount developed by Alternative Service Concepts.
- Amount Remaining Difference between the funded amount and the losses within the SIR.
- Funds Utilized Services paid for by the group out of the loss fund (to be provided by IMIC Accountant)

													YTD	
FY 2018/2019	\$31,990.64	\$38,672.83	\$37,575.08										\$108,238.55 YTD	\$432,954.20
FY 2017/2018 F	\$30,925.07	\$36,422.10	\$35,017.68	\$38,872.99	\$36,769.10	\$39,582.14	\$39,001.54	\$40,585.24	\$35,652.27	\$34,677.93	\$41,757.99	\$32,735.82		\$441,999.87
FY 2016/2017 F	\$30,483.08	\$34,246.29	\$33,155.26	\$32,241.76	\$35,892.55	\$36,219.31	\$34,634.10	\$37,496.53	\$33,134.36	\$33,404.71	\$40,913.10	\$32,581.49		\$425,373.22 \$414,402.54 \$441,999.87
FY 2015/2016 F	\$28,133.90	\$36,561.16	\$35,407.73	\$41,181.49	\$37,137.49	\$37,560.76	\$38,072.41	\$34,415.34	\$34,605.92	\$35,140.68	\$38,015.37	\$29,140.97		\$425,373.22
FY 2014/2015 FY	\$27,852.26	\$33,044.57	\$33,379.66	\$37,976.41	\$39,302.38	\$33,946.93	\$37,158.88	\$36,332.03	\$33,224.48	\$38,259.49	\$35,235.36	\$29,017.71		\$414,730.16
FY 2013/2014 FY	\$28,767.21	\$31,550.28	\$29,456.04	\$35,647.83	\$32,536.10	\$31,709.90	\$31,458.36	\$29,569.44	\$28,364.48	\$29,246.70	\$29,373.49	\$28,618.78		\$381,466.84 \$374,275.81 \$366,298.61 \$414,730.16
FY 2012/2013 F'	\$27,717.09	\$34,379.65	\$32,166.32	\$34,923.18	\$32,615.67	\$30,056.30	\$33,779.39	\$29,219.58	\$28,702.22	\$31,483.64	\$32,121.37	\$27,111.40		\$374,275.81
FY 2011/2012 F	\$27,050.54	\$32,296.13	\$32,327.87	\$33,817.96	\$32,826.80	\$32,225.90	\$34,392.89	\$29,950.01	\$31,835.71	\$32,561.13	\$32,455.15	\$29,726.75		\$381,466.84
FY 2010/2011 F	\$29,507.25 \$29,357.90	\$30,622.31	\$30,103.76	\$33,088.97	\$35,030.78	\$32,696.80	\$38,212.36	\$29,370.99	\$29,546.40	\$29,227.26	\$34,453.83	\$28,688.80		\$422,909.80 \$380,400.16
FY 2009/2010 F	\$29,507.25	\$34,099.59	\$31,388.67	\$40,302.10	\$37,324.87	\$35,995.26	\$41,844.92	\$34,297.22	\$37,439.85	\$34,611.65	\$37,552.21	\$28,546.21		\$422,909.80
Month	May	June	July	August	September	October	November	December	January	February	March	April		YEARLY TOTAL

Sales Tax

\$0.00 \$500,000.00 \$400,000.00 \$300,000.00 \$250,000.00 \$200,000.00 \$150,000.00 \$100,000.00 \$50,000.00 \$450,000.00 \$350,000.00

Fiscal Years 2009-2018

1/2% + 1/2% SALES TAX (FROM 1/2% TO 1% IN OCTOBER 2016)

FY 2010/2011 FY 2011/2012 FY 2012/2013 FY 2013/2014 FY 2014/2015 FY 2015/2016

FY 2009/2010

Month

FY 2018/2019

FY 2016/2017 FY 2017/2018

	\$9,034.37	\$9,218.33	\$8,688.06	\$8,774.67	\$9,272.11	\$9,169.41	\$8,679.41	\$8,866.60	\$20,208.51	\$20,442.23
1	\$10,171.56	\$9,756.23	\$10,374.11	\$11,432.89	\$10,300.98	\$10,613.62	\$11,545.64	\$10,336.01	\$22,207.56	\$25,705.24
<del></del>	\$10,767.17	\$10,536.13	\$11,269.25	\$11,037.44	\$10,102.44	\$11,394.52	\$12,112.72	\$10,445.33	\$24,173.85	\$24,248.48
August	\$13,982.04	\$10,768.29	\$11,610.74	\$12,019.86	\$11,907.18	\$13,425.17	\$13,581.35	\$10,793.85	\$24,419.36	
September	\$12,925.33	\$12,102.89	\$11,408.35	\$11,509.06	\$11,482.54	\$14,582.22	\$12,374.77	\$12,295.18	\$25,363.74	
October	\$12,043.96	\$10,712.30	\$11,389.76	\$10,699.98	\$11,256.61	\$11,376.73	\$12,653.47	\$22,604.27	\$25,062.95	
November	\$13,758.81	\$13,655.06	\$11,420.71	\$11,493.39	\$10,372.58	\$12,121.66	\$12,454.09	\$23,023.63	\$27,381.72	
December	\$12,438.45	\$8,974.97	\$9,757.52	\$10,302.95	\$9,862.47	\$12,532.15	\$11,428.39	\$23,468.01	\$27,251.19	
January	\$13,454.19	\$10,306.37	\$10,877.82	\$10,029.79	\$9,267.51	\$11,271.09	\$11,509.66	\$21,444.15	\$24,207.55	
February	\$11,369.75	\$9,222.92	\$10,458.76	\$9,449.25	\$9,199.75	\$13,298.28	\$11,103.59	\$22,355.32	\$23,428.59	
	\$14,013.84	\$12,441.62	\$11,142.28	\$10,511.81	\$9,943.49	\$11,384.60	\$11,870.43	\$26,905.35	\$27,563.16	
	\$8.496.52	\$9,337,55	\$9,023.13	\$8,900.01	\$9,053.17	\$9,171.51	\$9,110.76	\$20,675.10	\$21,159.66	

\$70,395.95 YTD \$138,424.28 \$213,212.80 \$292,427.84 \$281,583.80 YEARLY TOTAL \$142,455.99 \$127,032.66 \$127,420.49 \$126,161.10 \$122,020.83 \$140,340.96

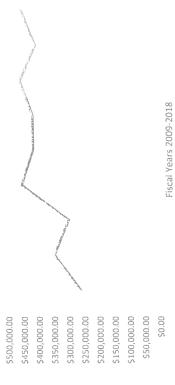
1/2% + 1/2% Sales Tax



													-
FY 2018/2019	\$59,784.02	\$27,618.03	\$37,342.23										00000
FY 2017/2018	\$22,689.77	\$43,756.62	\$88,638.03	\$39,970.32	\$41,632.56	\$34,304.62	\$25,817.29	\$22,729.15	\$33,124.64	\$47,947.71	\$24,104.50	\$37,013.48	
FY 2016/2017 F	\$27,262.08	\$101,639.69	\$0.00	\$28,420.40	\$64,180.72	\$0.00	\$25,800.08	\$38,125.57	\$25,589.06	\$23,183.04	\$80,832.09	\$0.00	
FY 2015/2016 F'	\$23,111.96	\$47,229.97	\$78,137.70	\$32,449.30	\$72,353.38	\$0.00	\$25,305.75	\$44,475.96	\$52,260.17	\$0.00	\$43,031.94	\$47,090.35	
FY 2014/2015 FY	\$24,275.92	\$42,451.58	\$65,883.84	\$24,539.78	\$40,614.10	\$46,861.31	\$0.00	\$41,339.93	\$48,828.46	\$0.00	\$35,508.67	\$52,979.03	
FY 2013/2014 FY	\$23,188.48	\$40,265.15	\$74,374.03	\$25,267.93	\$38,699.27	\$24,043.86	\$23,456.64	\$40,923.92	\$48,722.28	\$0.00	\$40,049.70	\$42,502.96	
FY 2012/2013 FY	\$68,000.54	\$24,295.06	\$37,722.39	\$54,771.90	\$28,796.60	\$36,978.93	\$23,204.69	\$23,017.13	\$36,242.27	\$27,384.89	\$22,599.73	\$76,385.79	
FY 2011/2012 FY	\$0.00	\$34,886.70	\$47,334.15	\$38,244.88	\$26,020.61	\$0.00	\$33,708.26	\$23,190.22	\$43,580.27	\$0.00	\$35,453.13	\$22,578.67	
	\$0.00	\$30,351.39	\$52,071.43	\$31,052.17	\$62,291.11	\$0.00	\$0.00	\$30,445.57	\$40,430.08	\$52,140.62	\$24,762.10	\$28,230.58	
FY 2009/2010 FY 2010/2011	\$20,678.41	\$31,923.69	\$76,805.60	\$0.00	\$0.00	\$48,923.20	\$0.00	\$18,919.67	\$29,154.63	\$0.00	\$21,966.26	\$17,266.80	
Month	Mav	June	ylul	August	September	October	November	December	January	February	March	April	

YEARLY TOTAL \$265,638.26 \$351,775.05 \$304,996.89 \$459,399.92 \$421,494.22 \$423,282.62 \$465,446.48 \$415,032.73 \$461,728.69 \$498,977.12

Income Tax

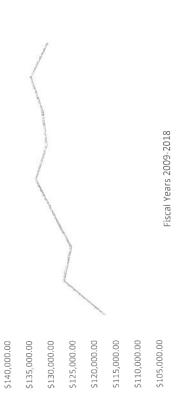


## COM ED/EXELON UTILITY TAX

	FY 2009/2010 FY 2010/2011	FY 2011/2012	FY 2012/2013	FY 2013/2014 FY 2014/2015 FY 2015/2016	Y 2014/2015		FY 2016/2017 FY 2017/2018		FY 2018/2019
	\$8,936.59	\$8,976.87	\$8,200.72	\$9,249.43	\$9,513.15	\$9,602.42	\$6,474.11	\$9,797.99	\$9,678.88
	\$7,737.30	\$8,275.38	\$7,628.74	\$8,321.82	\$8,926.06	\$8,441.61	\$8,937.02	\$4,269.85	\$8,908.19
	\$8,856.21	\$9,380.48	\$10,312.62	\$10,528.42	\$10,058.00	\$9,710.42	\$9,771.44	\$13,878.83	\$11,630.43
\$11,598.76	\$11,984.67	\$12,331.95	\$13,443.29	\$11,188.57	\$12,118.38	\$11,535.79	\$13,478.76	\$14,558.69	
\$10,632.65	\$17,175.95	\$16,054.85	\$17,143.36	\$13,647.56	\$12,362.79	\$14,533.79	\$16,549.85	\$13,810.56	
\$11,123.68	\$13,342.51	\$12,527.00	\$12,453.73	\$12,549.78	\$14,942.54	\$13,261.24	\$16,420.80	\$12,097.83	
\$9,238.01	\$9,762.38	\$9,328.55	\$10,277.37	\$12,413.68	\$8,313.39	\$11,158.73	\$11,792.48	\$10,625.01	
\$8,756.78	\$7,736.62	\$8,580.04	\$8,058.76	\$9,584.16	\$8,818.61	\$8,354.09	\$8,994.34	\$8,706.92	
\$9,557.99	\$8,908.78	\$8,780.25	\$9,385.38	\$8,734.76	\$11,014.85	\$10,101.86	\$11,749.42	\$10,641.11	
\$12,351.46	\$12,610.38	\$11,900.18	\$10,924.92	\$14,083.50	\$12,023.19	\$14,910.50	\$11,431.89	\$11,725.59	
\$10,421.27	\$10,620.50	\$10,154.36	\$11,478.88	\$12,246.25	\$11,878.25	\$8,120.31	\$0.00	\$11,407.29	
\$0 070 38	\$9.381.59	\$9 086 43	\$10.157.05	\$10.858.13	\$10,856.63	\$12,028.36	\$12,028.36 \$18,866.14	\$9,023.81	

\$30,217.50 YTD YEARLY TOTAL \$117,779.08 \$127,053.48 \$125,376.34 \$129,464.82 \$133,406.06 \$130,825.84 \$131,759.12 \$134,466.25 \$130,543.48 \$120,870.00

## Com Ed/Exelon Utility Tax



F-6	<u> </u>	<u> </u>	ωI		_				_		_		
0000	\$8,538.90	\$10,312.00	\$8,999.99										
10000	1.0.80c, /\$	\$9,763.56	\$8,384.40	\$8,447.56	\$8,934.96	\$8,554.05	\$9,097.07	\$9,587.05	\$9,520.44	\$11,028.32	\$13,948.93	\$8,303.17	
100 404 17	\$7,491.88	\$8,803.53	\$8,574.77	\$8,343.87	\$9,410.66	\$7,489.55	\$8,164.83	\$8,393.13	\$9,153.79	\$8,887.25	\$13,810.20	\$7,977.86	
00000	\$7,782.20	\$8,205.11	\$8,054.02	\$7,671.62	\$0.00	\$7,330.93	\$8,022.76	\$8,653.23	\$16,917.58	\$8,365.38	\$11,962.50	\$7,349.77	
00 011	\$5,110.26	\$6,747.01	\$6,219.97	\$6,608.54	\$7,376.45	\$6,290.00	\$6,811.82	\$8,265.44	\$7,820.37	\$7,434.89	\$11,269.48	\$3,987.14	
	\$4,407.92	\$5,532.67	\$6,072.03	\$5,361.99	\$7,121.42	\$6,126.40	\$5,724.35	\$6,175.81	\$6,627.67	\$6,239.48	\$9,817.09	\$5,205.48	
	\$4,588.22	\$5,672.45	\$5,231.33	\$5,469.97	\$6,115.88	\$5,054.01	\$5,642.88	\$5,781.31	\$5,618.62	\$5,918.99	\$8,454.06	\$5,884.90	
	\$4,793.96	\$5,627.16	\$5,257.31	\$5,122.19	\$5,659.68	\$4,529.82	\$5,394.95	\$4,091.66	\$5,145.34	\$5,180.92	\$7,917.72	\$5,059.67	
	\$2,724.42	\$5,437.01	\$4,137.76	\$3,922.27	\$5,060.63	\$4,206.89	\$0.00	\$8,812.16	\$5,958.14	\$4,631.67	\$7,291.48	\$4,459.33	
	\$3,664.63	\$4,396.99	\$4,489.43	\$3,797.25	\$5,048.98	\$4,011.63	\$3,583.50	\$3,867.88	\$3,749.17	\$3,348.80	\$5,756.55	\$3,425.58	
	May	June	July	August	September	October	November	December	January	February	March	April	

\$27,850.89 VTD \$83,941.37 \$100,315.10 \$106,501.32 \$113,077.52 \$111,403.56 \$63,780.38 \$69,432.62 \$74,412.31 YEARLY TOTAL \$49,140.39 \$56,641.76

Use Tax

\$120,000.00 \$80,000.00 \$60,000.00 \$40,000.00 \$20,000.00 \$0.00

## NICOR UTILITY TAX

FY 2009/2010 FY 2010/2011 FY 2011/2012 FY 2012/2013 FY 2013/2014 FY 2014/2015 FY 2015/2016 FY 2016/2017 FY 2017/2018 FY 2018/2019

Month

												0
\$6,714.55	\$4,142.96	\$2,771.72										\$13,629.23 YTD \$54,516.92
\$5,679.35	\$3,692.13	\$2,714.33	\$2,298.09	\$2,270.14	\$2,203.96	\$2,106.36	\$4,246.52	\$5,795.89	\$10,254.20	\$7,970.00	\$8,068.62	\$57,299.59
\$0.00	\$17,771.02	\$0.00	\$6,905.70	\$1,837.66	\$2,056.55	\$2,361.17	\$3,480.73	\$6,741.90	\$9,830.20	\$8,194.24	\$6,845.09	\$66,024.26
\$0.00	\$23,326.49	\$0.00	\$0.00	\$8,063.19	\$0.00	\$0.00	\$6,629.22	\$0.00	\$0.00	\$14,843.37	\$0.00	\$79,788.04 \$52,862.27
\$0.00	\$35,257.77	\$0.00	\$0.00	\$11,552.70	\$0.00	\$0.00	\$7,552.19	\$0.00	\$0.00	\$25,425.38	\$0.00	\$79,788.04
\$0.00	\$24,553.99	\$0.00	\$0.00	\$9,362.09	\$0.00	\$0.00	\$6,109.03	\$0.00	\$0.00	\$23,719.75	\$0.00	\$63,744.86
\$0.00	\$17,733.09	\$0.00	\$0.00	\$6,341.88	\$0.00	\$0.00	\$6,715.05	\$0.00	\$0.00	\$18,120.58	\$0.00	\$61,287.78 \$48,910.60
\$0.00	\$26,022.35	\$0.00	\$0.00	\$9,582.23	\$0.00	\$0.00	\$7,058.80	\$0.00	\$0.00	\$18,624.40	\$0.00	\$61,287.78
\$0.00	\$30,073.20	\$0.00	\$0.00	\$8,858.52	\$0.00	\$0.00	\$7,183.28	\$0.00	\$0.00	\$0.00	\$21,956.21	\$68,071.21
\$0.00	\$0.00	\$31,456.18	\$0.00	\$0.00	\$8,617.69	\$0.00	\$6,782.00	\$0.00	\$0.00	\$0.00	\$24,903.27	\$71,759.14
Mav	June	\nr	August	September	October	November	December	January	February	March	April	YEARLY TOTAL \$71,759.14 \$68,071.21

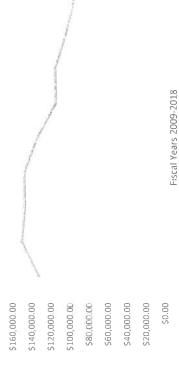
**NICOR Utility Tax** 

## \$90,000.00 \$80,000.00 \$70,000.00 \$50,000.00 \$40,000.00 \$30,000.00 \$10,000 00 \$10,000 00 \$50.00

## **EXCISE (TELECOMMUNICATIONS) TAX**

													Œ.
FY 2018/2019	\$7,075.98	\$7,686.16	\$7,284.91										\$22,047.05 YTD \$88,188.20
FY 2017/2018	\$8,267.96	\$8,558.12	\$8,102.94	\$8,500.82	\$8,043.92	\$7,894.93	\$8,032.57	\$7,707.14	\$7,369.74	\$7,605.93	\$8,211.12	\$7,990.11	\$96,285.30
FY 2016/2017 F	\$9,192.77	\$9,233.64	\$8,981.02	\$8,641.47	\$8,710.20	\$8,643.96	\$8,774.62	\$8,475.96	\$8,531.78	\$8,538.78	\$8,654.96	\$8,479.59	\$104,858.75
FY 2015/2016 FY	\$9,184.41	\$10,866.68	\$9,817.86	\$9,711.98	\$9,734.00	\$9,792.15	\$9,617.71	\$9,691.29	\$9,752.13	\$8,749.40	\$10,212.29	\$8,956.19	\$116,086.09 \$104,858.75
FY 2014/2015 FY	\$10,662.55	\$10,839.80	\$10,513.61	\$8,767.55	\$8,587.63	\$9,022.73	\$9,049.73	\$8,558.85	\$8,767.58	\$10,120.33	\$10,453.72	08.666,6\$	\$115,343.88
FY 2013/2014 FY	\$11,605.72	\$11,708.87	\$11,820.68	\$11,249.49	\$10,931.31	\$11,198.61	\$10,921.35	\$10,967.78	\$11,409.36	\$11,249.78	\$11,193.61	\$10,797.91	
FY 2012/2013 F	\$11,888.12	\$15,314.92	\$12,095.06	\$12,348.06	\$12,345.16	\$12,174.45	\$12,487.34	\$12,226.28	\$12,038.71	\$11,892.85	\$12,117.79	\$11,894.79	\$148,135.43 \$148,823.53 \$135,054.47
2011/2012	\$12,632.38	\$12,132.73	\$13,402.87	\$12,808.68	\$12,242.39	\$12,381.93	\$12,674.09	\$12,338.14	\$12,095.01	\$12,399.71	\$11,162.47	\$11,865.03	\$148,135.43
Y 2010/2011 FY	\$12,234.78	\$13,426.59	\$11,874.20	\$12,887.07	\$13,023.26	\$13,999.04	\$9,579.01	\$13,622.22	\$12,579.29	\$12,307.17	\$11,120.96	\$14,793.87	\$151,447.46
FY 2009/2010 FY 2010/2011	\$11,061.87	\$9,310.81	\$11,335.41	\$9,566.30	\$10,344.09	\$10,635.77	\$10,799.38	\$9,907.65	\$10,941.12	\$10,775.25	\$13,313.19	\$15,084.58	\$133,075.42
Month	May	June	July	August	September	October	November	December	January	February	March	April	YEARLY TOTAL \$133,075.42 \$151,447.46

Excise (Telecommunications) Tax





## STATE OF ILLINOIS **DEPARTMENT OF REVENUE**

101 W. JEFFERSON, MC 6-500 SPRINGFIELD, IL 62702

Springfield Office: 217-785-7570 Chicago Office: 312-814-3190

August 7, 2018

Dear Local Official,

There have been many news stories about the U. S. Supreme Court decision, *South Dakota v. Wayfair, Inc.* (2018). On June 4, 2018, in anticipation of this ruling, Illinois enacted Public Act 100-587, mirroring the South Dakota law. Together, this court decision and the new law affect how Illinois can enforce the collection of sales taxes by internet retailers.

**Beginning October 1, 2018**, an out-of-state retailer with no physical presence in Illinois who makes sales of tangible personal property to purchasers in Illinois will be required to collect and remit Use Tax **if**, for the preceding 12-month period:

- the retailer's cumulative gross receipts from sales of tangible personal property to purchasers in Illinois are \$100,000 or more; or
- the retailer enters into 200 or more separate transactions for the sale of tangible personal property to purchasers in Illinois.

By way of background, it is important to understand that "sales tax" in Illinois is actually comprised of two separate and complementary taxes – Retailers' Occupation Tax (ROT) and Use Tax (UT) – the local shares of which are each allocated differently to local governments. Neither the *Wayfair* decision nor P.A. 100-587 changes the allocation of either type of sales tax. See the enclosed chart for more information.

The *Wayfair* decision does not impact ROT allocations to local governments. However, due to the *Wayfair* decision and changes made by P.A. 100-587 that take effect on October 1, 2018, the Department anticipates that more Internet sellers will register to collect UT from Illinois customers. This potential increase in UT collections would increase UT allocations made to municipalities and counties, but only in the same proportion as their population is to the statewide population. For example, if, as a result of *Wayfair* and P.A. 100-587, the UT allocations to municipalities and counties increase by \$10 million annually and your municipality's population equals 1% of the statewide population, you will see an annual allocation increase equal to 1% of \$10 million, or \$100,000.

You should not see any changes to the list of retailers located in your municipality or county on your Annual Taxpayer Location Address List due to the *Wayfair* decision or P.A. 100-587. This is because the Internet retailers impacted by *Wayfair* and the new law are, by definition, not Illinois retailers with an

Local Official August 7, 2018 Page 2

ROT obligation. Rather, they are out-of-state retailers with enough connections to Illinois that they are required to collect UT when they sell their goods and ship them to Illinois customers. See the enclosed Frequently Asked Questions (FAQs) for more information.

If you have questions about this letter or about allocations of tax to your local government, you may contact the Department's Local Tax Allocation Division at (217) 785-6518.

Very truly yours

Constance Beard

Director

Enclosures

## Frequently Asked Questions (FAQs)

## Does Wayfair or P.A. 100-587 increase the tax rate?

No. Neither the Wayfair decision nor P.A. 100-587 cause a tax increase.

### Does the Act or decision create a new tax in Illinois?

No. Prior to P.A. 100-587 and the Court's decision in *Wayfair*, retailers were not required to collect sales tax unless they established a physical presence in the state. Purchases from retailers without a physical presence were always subject to Illinois' use tax. The use tax is paid directly to the Department of Revenue by the purchaser when no sales tax has been collected on taxable products or services. There is a line on the Illinois Individual Income Tax Return, Form IL-1040, where individuals can directly report and pay the use tax.

Will there be additional retailers on the Annual Taxpayer Location Address List for my taxing district? No. Neither the *Wayfair* decision nor P.A. 100-587 will cause an increase in the number of retailers located in your taxing district.

## Do the retailers in my taxing district need to collect additional Illinois taxes?

No. The retailers in your location are not affected by the requirement to collect Illinois Use Tax because their retail sales are subject to the Retailers' Occupation Tax.

## What if the retailer in my taxing district is an internet retailer?

Internet retailers located in your taxing district that make sales to Illinois consumers, should already be collecting and remitting ROT. Sales to out-of-state consumers by Illinois internet retailers are not subject to Illinois sales taxes. However, if the retailer is making sales of tangible personal property into other states, they may have an obligation to collect and remit those state's sales taxes.

### What if an Illinois resident purchases merchandise from an internet retailer?

- Internet purchases that are shipped to Illinois residents from Illinois retailers or from an out-of-state retailer with a distribution center in Illinois are subject to ROT at the rate where the Illinois retailer or distribution center is located. The 1.25% local share of ROT and any local add-on ROT administered by the Department of Revenue is allocated to the local government where the Illinois retailer or distribution center is located.
- Internet purchases from out-of-state retailers that are shipped to Illinois residents from a distribution center located outside of Illinois are subject to UT. The 1.25% local share of UT from these types of sales is allocated, after deducting Department of Revenue administrative fees, to local governments. The local government portion is allocated, based on set statutory percentages, first to Chicago, the Regional Transportation Authority, the Madison County Mass Transit District, and to pay Build Illinois bonds (see 30 ILCS 105/6z-17). The remainder of the local government portion is allocated to municipalities (other than Chicago) and counties based on their relative population as compared to the statewide population (see 30 ILCS 115/2).

## Can local governments expect a large increase in revenue?

No. Most of the large internet retailers are already voluntarily collecting and remitting Illinois UT from sales to Illinois consumers. Any increase in revenue will be from smaller internet retailers who meet the exception limits of \$100,000 or more in cumulative gross receipts or 200 or more separate transactions to purchasers in Illinois in the preceding 12-month period. While the state anticipates a \$200 million per year increase, local government allocations will be smaller.

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	USE TAX (UT)	RETAILERS' OCCUPATION TAX (ROT)
Definition	Use Tax (UT), part of what is commonly referred to as "sales tax," is a tax "imposed upon the <i>privilege of using in this State</i> tangible personal property purchased at retail from a retailer"	ROT, the other part of what is commonly referred to as "sales tax," is a tax imposed upon persons "engaged in the business of selling tangible personal property at retail" in Illinois.
Who is required to remit?	<ul> <li>Two groups are subject to Illinois UT:</li> <li>Out-of-state retailers</li> <li>Currently, out-of-state retailers who have sufficient "nexus" with Illinois collect and remit UT on their sales to Illinois purchasers. Some retailers collect and remit this voluntarily. Beginning October 1, 2018, out-of-state retailers with no physical presence in Illinois who make sales of tangible personal property to purchasers in Illinois will be required to collect and remit Use Tax if the retailer's cumulative gross receipts to purchasers in Illinois are \$100,000 or more; or the retailer enters into 200 or more separate transactions to purchasers in Illinois in the preceding 12-month period.</li> <li>Individual Illinois purchasers</li> <li>Individuals who buy from out-of-state retailers that do not collect tax. These purchasers are required to self-assess and remit tax directly to the Department.</li> </ul>	Illinois retailers remit ROT taxes to the Illinois Department of Revenue.
Rate	The state UT rate of 6.25% is the same for any out-of-state retailer and is not based on the Illinois purchaser's location.  Of the 6.25% UT rate on general merchandise, 5% is allocated to state government and 1.25% is allocated to local governments. The local government portion is allocated, based on set statutory percentages, first to Chicago, the Regional Transportation Authority, the Madison County Mass Transit District, and to pay Build Illinois bonds (see 30 ILCS 105/6z-17). The remainder of the local government portion is allocated to municipalities (other than Chicago) and counties based on their relative population as compared to the statewide population (see 30 ILCS 115/2).	The ROT rate varies and is determined by the location of the retail sale (where the retailer is engaged in business). It consists of two parts:  • The base rate, commonly called "State Tax" is 6.25%. Of the 6.25% ROT rate on general merchandise, 5% is allocated to state government and 1.25% is allocated to local governments based on sales made by retailers engaged in the business of selling tangible personal property in that unit of local government.  • "Local Tax" (e.g., Home Rule ROT; Regional Transportation Authority ROT; and County School Facility ROT) is in addition to the "State Tax" rate and is distributed to local governments based on where the retailer is engaged in the business of selling tangible personal
Effect of Wayfair and P.A. 100-587	Beginning October 1, 2018, out-of-state retailers with no physical presence in illinois who make sales of tangible personal property to purchasers in Illinois will be required to collect and remit Use Tax if the retailer's cumulative gross receipts to purchasers in Illinois are \$100,000 or more; or the retailer enters into 200 or more separate transactions to purchasers in Illinois in the preceding 12-month period.	property. See 35 ILCS 120/1 et seq. and 30 ILCS 105/6z-18 and 6z-20.  No impact on ROT.  Neither Public Act 100-587 nor the Wayfair decision change the ROT rate, collections, or allocations, or impose ROT on additional sales or retailers.

## Village of Beecher IPBC Financial Summary July 2017 Through June 2018 Plan Year Data Through June 30, 2018



## Account Summary

Account         Balance as of 6/30/17         Transfers/Withdrawals         Bestimated Gain/(Loss)         Retimated Gain/(Loss)         Retimate					
\$64         \$0         \$0           \$71,407         \$0         \$9,341           \$0         \$0         \$416           \$0         \$31,154         \$0         \$9,756	Account	Estimated Account Balance as of 6/30/17	Transfers/Withdrawals Plan Year To Date	Bstimated Gain/(Loss) Plan Year To Date	Estimated Account Balance as of 6/30/18
S71,407         \$0         \$9,341           S0         \$0         \$416           ve         \$31,154         \$0         \$9,756	Admin Fund	S64	SO	St)	S64
Account         \$0         \$16           Inal Reserve         \$31,154         \$0         \$9,756	Benefit Fund	571,407	(NS	59,341	580,748
Inal Reserve \$31,154 \$0. (\$0)	HMO Account	SO	SO	\$416	S416
\$102,625 \$0 \$9,756	Terminal Reserve	\$31,154	SO	(Su)	\$31,154
	Total	\$102,625	0\$	\$9,756	\$112,381

\$150,000 \$100,000 \$50,000 \$64 \$Admin Fund	\$80,748 \$31,154 \$416   Admin Fund Benefit Fund HMO Terminal	Account \$416 HMO	S31,154	\$112,381
		Account	Reserve	

- > The estimated gain/loss numbers are unaudited and subject to change.
- > An estimate of the change in HNR has been included in the above numbers.
- > The estimated gain/loss and account balances are calculated for each sulyxed member based on their percentage of total subpeed funding.

PPO Loss Ratio Plan Year To Date	Me contraction con	94.7% 95.2%				eecher EWBC Total IPBC Total
	125.4%					Village of Beecher
	150%	125%	75%	50%	7.2%	
138						

IPBC Total

EWBC Total

PPO Experience Summary

Village of Beecher

Category

11,526 95.2% \$9,(129,455

S144,123 S225.75

169

125.4°°° (\$44,837) \$548.78

#

1,031

## Average Monthly Farollment PPO Loss Ratto PPO Funding Variance PFPM Banded Layer Claim Cost (\$35k - \$125k)\*

# # of Claims In Banded Layer \*PPLDM = Per Limployee Per Month

	HMO Loss Ratio Plan Year To Date	150%		93.3% 50%	S5,087,575 25%	S5,087,575 Village of Beecher EWBC Total IPBC Total
	EWBC Total		+9	100.700	(\$6,188)	\$51,331
HMO Experience Summary	Village of Beacher			4(K).70 0	(\$26,731)	2497
HW		Category	Average Monthly Enrollment	HMO Loss Ratio	HMO Surplus/(Deficit)	Reallocated Surplus/(Deficit)

56.2%		IPBC Total (For BCBS Network)
PPO Network Savings % 53.0%		EWBC Total (For BCBS Network) (I
i c		Village of Beecher
	DOM:	

d b	PPO Network Summary		
Category	Village of Beecher	EWBC Total (For BCBS Network)	IPBC Total (For BCBS Network)
Network Savings "o	39,3"0	53.0° a	56.2 <sup>n</sup> a
Network Utilization " o	1(0,000	99.90"	98.5°a

This analysis is for illustrative purposes only, and is not a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or after the coverage provided by the actual insurance policies and contracts. Please see your policy or contact us for specific information or further details in this regard.

### TOTAL ACCOUNT BALANCE ESTIMATE YTD JULY 2017 THROUGH JUNE 2018 Data Through June 30, 2018



Insurance Risk Management | Consulting

Α	В	С	D	E	F	G	Н
Participant	Total Account Balance as of 6/30/17	Benefit Fund Gain/(Loss) YTD	HMO Gain/(Loss) YTD	Admin Fund Gain/(Loss) YTD	Terminal Reserve Gain/(Loss) YTD	Total Gain/(Loss) YTD C+D+E+F	Estimated Total Account Balance as of 6/30/18 B+
Barrington (B)	\$947,451	\$66,442	\$48,997	\$74	\$2.948	\$118,460	\$1,065,911
Bloomingdale (B)	\$1,193,988	(\$3,112)	\$73,345	\$56	(\$1,935)	\$68,353	\$1.262.341
Bloomington (B)	\$448,282	\$999,368	\$90,095	\$74	\$9,813	\$1,099,351	\$1,547,633
Buffalo Grove (B)	\$604,745	\$108,610	\$29,370	(SO)	\$0	\$137,980	\$742,725
Carol Stream (B)	\$2,124,061	\$3,580	\$61,884	(\$23)	(\$8,626)	\$56,814	\$2,180,875
Carpentersville (B)	\$2,582,567	\$227,093	\$8,982	(SO)	\$220,000	\$456,075	\$3,038,642
Crystal Lake (B)	\$804,903	\$242,409	\$9,654	(\$0)	(\$370)	\$251.693	\$1,056,596
Deerfield (B)	\$2,865,928	(\$50,214)	\$34,746	(\$0)	\$34	(\$15,434)	\$2,850,494
DeKalb (B)	\$2,104,601	(\$191,785)	\$24,993	(SO)	(\$250,000)	(\$416,791)	\$1,687,810
Des Plaines (B)	\$7,060,114	\$68,769	\$94,811	\$0	(\$17,469)	\$146,110	\$7,206,224
DuPage Forest Preserve (B)	\$3,747,221	(\$325,195)	\$120,184	(\$0)	(\$200,100)	(\$405,110)	\$3,342,111
Elk Grove Village (B)	(\$39,340)	\$417,654	\$81.573	(\$0)	\$0	\$499,227	\$459,887
Evanston (B)	\$4,544,663	\$630,667	\$219.278	(\$74)	(\$998,706)	(\$148,834)	\$4,395,829
EWBC (B/U)	\$1,019,863	\$143,317	\$42.910	\$110	\$6,820	\$193,157	\$1,213,020
Franklin Park (B)	\$925,044	(\$337,397)	\$19.005	(\$0)	\$0	(\$318,393)	\$606,651
Glenview (B)	\$850,578	\$28,681	\$67,379	\$0	\$0	\$96,060	\$946,638
Hanover Park (B)	\$4,022,930	(\$75,152)	\$72,394	(\$0)	(\$326,876)	(\$329,635)	\$3,693,295
Highland Park (B)	\$2,910,929	(\$24,327)	\$11,270	\$0	\$0		
Hoffman Estates (B)	\$2,968,079	\$164,662	\$28,968	(\$0)	(\$154,295)	(\$13,057) \$39,335	\$2,897,872
Homewood (B)	\$967,308	\$5,633	\$11.992	(\$0)	\$0		\$3,007,414
JAWA (B)	\$245,862	\$2,768	\$17,623	\$0	\$0	\$17,625	\$984,933
Kane County (B)	\$892,426	(\$515,496)	\$541,276	(\$55)		\$20,391	\$266,253
Lombard (B)	\$1,166,398	(\$33,938)	\$143,889	\$0	(\$2,398)	\$23,326	\$915,752
McHenry County (B)	\$1,438,828	\$1,383,249			(\$54,809)	\$55,142	\$1.221,540
Morton Grove (B)	\$2,188,796	\$723,447	\$524,176	\$110	\$9.023	\$1.916,557	\$3,355,385
Mount Prospect (B)	\$4,051.022		\$17,694	(\$0)	\$0	\$741,141	\$2,929,937
NIHII (B/U)	\$6,196,773	(\$135,314)	\$33,744	(\$0)	\$0	(\$101,570)	\$3,949,452
Northbrook (B)	\$4,235,518	\$615.218	\$493,563	\$42	\$41.154	\$1,149,976	\$7.346,749
Northbrook (B)		(\$67,100)	\$29,372	\$0	(\$9,170)	(\$46,898)	\$4,188,620
NWHIP (B/U)	\$363,021	(\$33,192)	\$5,992	(\$0)	(\$568)	(\$27,767)	\$335,254
	\$6,454,461	\$38,705	\$256,657	(\$2)	(\$23,826)	\$271,533	\$6,725,994
Oswego (B)	\$619,660	(\$154,574)	\$28,310	\$0	\$0	(\$126,264)	\$493,396
Oswegoland Park District (B)	\$289.263	\$8,417	\$10,408	(\$0)	\$0	\$18,826	\$308,089
Park Ridge (B)	\$844.039	\$167.251	\$67,790	\$1,158	(\$160,493)	\$75,706	\$919,745
QCHIP (U/B)	\$214,868	\$1,191,561	\$0	(\$104)	(\$0)	\$1,191,457	\$1,406,325
Rantoul (U)	(\$204,653)	(\$357,618)	\$0	\$0	\$0	(\$357,618)	(\$562,271)
Rolling Meadows (B)	\$3,529,086	(\$87,230)	\$96,731	(S21)	\$33	\$9,513	\$3,538,599
SCDCBP (B)	\$4,352,118	\$5,707	\$118,000	\$18	\$587	\$124,313	\$4,476,431
Schaumburg (B)	\$2.718,885	\$707,212	\$96,996	\$0	\$0	\$804,207	\$3,523,092
SIHII (U/B)	\$1,636,410	\$3,049	\$3.784	\$37	\$2,077	\$8,947	\$1,645,357
SWAHM (U/B)	\$8,357,754	\$545,325	\$254,950	(\$28)	(\$14,061)	\$786,185	\$9,143,939
West Chicago (B)	\$1,631,047	\$73,485	\$59,698	(\$0)	\$0	\$133,183	\$1,764,230
Westmont (B)	\$1,561,896	(\$39,158)	\$26,470	(\$0)	(\$61,242)	(\$73,931)	\$1,487,965
Westmont Park District (B)	\$88,067	(\$784)	\$14,362	\$0	\$0	\$13,578	\$101,645
Wheaton (B)	\$1.239,095	(\$148,293)	\$44,562	(\$0)	\$0	(\$103,731)	\$1,135,364
Wheeling (B)	\$2.488.570	(\$59,447)	\$144,027	<b>\$</b> 0	(\$0)	\$84,580	\$2,573,150
Wood Dale (B)	\$3,168,884	\$47.187	\$60,470	(\$0)	(\$1,355)	\$106,303	\$3,275,187
TOTAL	\$102,422,009	\$5,980,137	\$4,242,372	\$1,372	(\$1,993,811)	\$8,230,069	\$110,652,078

- > The above numbers are unaudited and subject to change.
- > An estimate of the change in IBNR has been included in the above numbers.
- > PPO/EPO Networks: B = Blue Cross; C = CIGNA, U = UHC

This analysis is for illustrative purposes only, and is not a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. Please see your policy or contact us for specific information or further details in this regard.

## Report Summary/Commentary:

-Estimates the plan year-to-date activity in each of the four accounts and estimates the current total account balance as of the end of the current month.

-An estimate of the change in IBNR and allocated interest income have been included in the above numbers.

-The estimates above may not match the surplus/deficit numbers from the other reports (PPO, HMO, Dental, Loss Ratio). The purpose of those reports is to assess plan performance, while the purpose of this report is to estimate the current account balances.

## **BUILDING PERMITS - JULY 2018**

PERMIT#	OWNER NAME	ADDRESS	DATE	DESCRIPTION	COST	VALUE
073-18-07B	Janssen	417 Woodward	7/6/2018	Roof	\$55.00	\$6,560.00
074-18-07P	Knuth	618 Dixie	7/6/2018	Plumbing	\$185.00	\$3,000.00
075-18-07B	Stluka	618 Gould	7/10/2018	Fence	waived	\$5,000.00
076-18-07B	VanderMey	441 Tramore	7/11/2018	Fence	\$60.00	\$7,786.00
077-18-07BEPH	Castletown	1554 Somerset	7/16/2018	New home	\$2,395.80	\$145,000.00 *W/S deferred
078-18-07BEPH	Castletown	412 Tramore	7/16/2018	New home	\$2,337.80	\$140,000.00 *w/s deferred
079-18-07B	Pieczynski	410 W. Indiana	7/16/2018	Roof	\$55.00	\$12,000.00
080-18-07B	Tronjo	508 Chestnut	7/16/2018	Roof	\$55.00	\$7,500.00
081-18-07B	Majewski	412 Pasadena	7/16/2018	Shed	\$70.00	\$1,100.00
082-18-07B	Jennings	295 Maple	7/17/2018	Concrete Patio	\$70.00	\$6,700.00
083-18-07B	Moody	638 Catalpa	7/18/2018	Fence	\$60.00	\$3,175.00
084-18-07BE	Blumenthal	302 Merrimack	7/19/2018	Pool	\$145.00	\$4,500.00
085-18-07B	VanderMey	441 Tramore	7/20/2018	Deck	\$70.00	\$2,190.00
086-18-07BEPH	Olthof Homes	1997 Cutler	7/23/2018	New home	\$3,902.50	\$118,135.00 "W/S deferred
087-18-07B	Lee	1581 Mallards Cove	7/23/2018	Roof	\$55.00	\$5,000.00
088-18-07B	Galvin	284 Maple	7/24/2018	Deck	\$151.00	\$10,000.00
089-18-07B	Szczesny	626 Indiana	7/24/2018	Fence	\$60.00	\$2,200.00
090-18-07B	Vandermark	519 Melrose	7/25/2018	Roof	\$55.00	\$6,885.00
091-18-07B	Mouritzen	639 Country	7/26/2018	Fence	\$60.00	\$3,087.00
092-18-07B	Graefen	1364 Crooked Creek	7/31/2018	Roof	\$55.00	\$12,754.00
MONTHLY TOTALS	rs				\$9,897.10	\$502,572.00

## 8/1/18: CURRENT DEVELOPMENT STATUS IN THE VILLAGE OF BEECHER

Current number of dwelling units:

1,704 metered user accounts minus 77 business licenses = 1,627 dwelling units

There are currently 1,068 dwelling units platted and approved for development but not developed or improved. This includes the Preserve at Cardinal Creek, Fieldgate and Creekside Subdivisions.

The following are the number of vacant lots that exist in the Village as of 8/1/18:

Subdivision Name	# Single Family Detached	#of Townhome Units
OLLT		0
Old Town	6	0
Fairway Drive	10	0
Lange's Phase III	6	0
Prairie Crossings	25	0
Prairie Crossings South	54	25
Preserve at Cardinal Creek	60	163 (37 Sunset Cove
		126 Autumn Dr.)
Nantucket Cove	118	0
Hunters Chase East	84	0
Hunters Chase West	6	0
Hunters Chase Original	9	20
Prairie Park	7	49
TOTALS:	385	257

Therefore, there are 642 dwelling units that are not yet built but the lots are fully improved.

## Village of Beecher

## Monthly Water Department Report JUNE 2018

## **System Pumping Data**

Total Gallons Pumped: 16,066,000 Monthly Average: 536,000

Peak Day: 668,000 Gal. June 4th

## **Well Pumping Data**

Well #3 Total Gallons: 5,399,000 Daily Average 178,000

Well #4 Total Gallons: 6,019,000 Daily Average 200,000

Well #5 Total Gallons: 4,648,000 Daily Average 155,000

## **Chemical Usage**

Total Pounds Chlorine used :518.7 Well #3:190.7 Well #4:170.8 Well #5:157.2

**Total Pounds Aqua Mag used :**3001 Well #3:1054 Well #4:1111 Well #5:836

Total Gallons Flouride used :0 Well #4:0 Well #4:0 Well #5:0

**Distribution System Data** 

Water Meters Repaired 0

Water Mains Repaired 0

**Hydrants Replaced 0** 

**Hydrants Repaired 0** 

B - Box Repaired 2

**Service Lines Repaired 0** 

**New Meter Installed 5** 

**New water Services 4** 

**Hydrants Flushed 21** 

Valves Replaced 0

B-Box Replaced 0

**Service Calls 2** 

Shut - Offs 0

Julie Locates 55

Valves Repaired 0

**Water Complaints 2** 

## Village of Beecher

## Monthly Water Department Report JULY 2018

## **System Pumping Data**

**Total Gallons Pumped: 16,822,000** Monthly Average: 543,000

Peak Day: 641,000 Gal. July 5<sup>th</sup>

## **Well Pumping Data**

Well #3 Total Gallons: 5,716,000 Daily Average 184,000

Well #4 Total Gallons: 6,413,000 Daily Average 207,000

Well #5 Total Gallons: 4,693,000 Daily Average 151,000

## **Chemical Usage**

Total Pounds Chlorine used : 518.7 Well #3: 190.7 Well #4: 170.8

Well #5: 157.2

Total Pounds Aqua Mag used: 3,361 Well #3: 1,069 Well #4: 1,146

Well #5: 1,146

Total Gallons Flouride used :0 Well #4:0 Well #4:0 Well #5:0

#### Village of Beecher

## **Monthly Water Department Report July 2018**

page 2

#### **Distribution System Data**

Water Meters Repaired 0
Water Mains Repaired 0
Hydrants Replaced 0
Hydrants Repaired 0
B – Box Repaired 2
Service Lines Repaired 0

New Meter Installed 5
New water Services 4
Hydrants Flushed 21
Valves Replaced 0
B-Box Replaced 0

Service Calls 2
Shut – Offs 0
Julie Locates 55
Valves Repaired 0
Water Complaints 2

### Village of Beecher Sewer Department Monthly Report

Month July

Year: 2018

Total Gallons-MGD

Influent: 23.9 MGD

Effluent 27.2 MGD

Daily Maximum: 1.98MGD

Minimum: .494MGD

Average Daily Flow: .879MGD

Excess Flow: 2.26 MGD

Chlorine Used (Lbs.). 0

Excess Treated . 0 MGD

Rainfall/Precipitation Inches. 9.85

Return Sludge. 23.4 MGD

Dry Sludge Removed (Cubic Yards): 0

Liquid Sludge Hauled Gallons: 0

Laboratory Information; . Effluent

5 Day CBOD

2 .3 mg/l

(Daily max)

2.9 mg/l

Total Suspended Solids 12 .8 mg/l

(Daily max). 13.0 mg/l

Ammonia Nitrogen 1.03 mg/l

(Daily max) 1.96 mg/l

#### .Laboratory Information; Influent

Average BOD

84.0 mg/l

Average TSS 156 .0 mg/l

.Monthy Equipment Repairs: Raw Influent pump #3 burnt relay control replaced.Aerator.Disc #2 pillow block bearing replaced.

#### PROGRESS MEETING MINUTES (MEETING NO. 2)

PROJECT:

Village of Beecher-2017 Wastewater Treatment

Plant Improvements

CONTRACTOR:

IHC Construction Companies, LLC.

DATE:

August 8, 2018

ATTENDEES:

Robert O. Barber, Village of Beecher John Hernandez, Village of Beecher Nick Strba, Village of Beecher Matt Conner, Village of Beecher

Brad Ryan, IHC Robert Wolanski, IHC

Jeff Maly, IHC

Jeremy Norton, Baxter & Woodman, Inc. Ray Koenig, Baxter & Woodman, Inc.

Work Completed last period: (July 11, 2018 to August 8, 2018)

#### IHC -

- 1. Shop drawing and AIS submittals.
- 2. Finished excavation for Secondary Clarifier #3 (SC #3).
- 3. Excavating for Amex Nooter.
- 4. Placed concrete for part of the SC #3 center pier.
- 5. Worked on forms for the remainder of the SC #3 center pier.
- 6. Began demolition of screen structure.

#### Ruder Electric-

1. Disconnected power from existing screen.

#### Amex Nooter-

1. Installed 75 LF of 20" DI pipe from SC #3 towards the Secondary Clarifier Flow Division Box (SCFDB).

#### Work Scheduled for Next Period (August 8, 2018 to September 4, 2018)

#### IHC -

- 1. Excavate 8" DI RAS pipe for Amex Nooter.
- 2. Set forms and place concrete for the remainder of the center pier of SC #3.
- 3. Set forms for the base slab of SC #3.
- 4. Begin excavation for the Secondary Clarifier Flow Division Box (SCFDB).
- 5. Complete demo of existing screen.

#### Amex Nooter-

- 1. Finish installing 20-inch piping between SC #3 and the SCFDB.
- 2. Begin installing the 8" DI RAS pipe at SC #3.

#### Harris Rebar-

1. Install rebar for the Remainder of the center pier and base slab of SC #3.

#### **Forum Topics**

- 1. Submittal Exchange and AIS update. No notable delays on submittals or AIS documentation. Concrete Mix design and clarifier rebar resubmittal will need more immediate action.
- 2. Discussion on preventing plant overflow of Oxidation Ditch, which overflowed the plant and ended up dumping sludge and excess flow in the excavation for new secondary clarifier # 3. John Swedo commented that we need to put 1.5 mgd thru the plant before going to the excess flow pond. IHC will complete clean-up of overflowed sludge at no additional cost, but was concerned about this being a reoccurring event. Beecher WWTP staff will increase monitoring of incoming flow during rain events and possibly lower operating levels in the oxidation ditch. IHC will expedite submittals and ordering of the new pump for Trim Creek LS.
- 3. Matt Conner will coordinate where the Village will want the 54 (2'x2'x4') concrete blocks delivered to and advise IHC. Blocks need to be delivered to Public Works site on Indiana Avenue.
- 4. John Hernandez mentioned Synagro will be on site possibly early October to remove sludge. Arrangements for access will need to be coordinated.
- 5. IHC will be submitting an RFI on possible change in both KVA rating and engine generator pad size.

#### Extra Work Order Log

1. RFP # 1 will be needed to provide Surge Protective Devices for MCC # 2 and MCC # 3. Information was sent to IHC today for price quotation.

Substantial Completion date is June 25, 2019. Final Completion date is August 13, 2019.

The next progress meeting has been set for Wednesday, September 5<sup>th</sup>, 2018 at 2 PM at Beecher Village Hall. If there are any questions or corrections with regard to these minutes of the subject meeting, please contact this office.

Very truly yours,

BAXTER & WOODMAN, INC. CONSULTING ENGINEER

Raymond N. Koenig

Baxter & Woodman, Inc. Consulting Engineers

Raymond M. Karing

C: Attendees

Amanda Heller, PE, Baxter & Woodman, Inc. John Szwedo, Baxter & Woodman, Inc.

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#### **Energenecs**

#### Proposal

DATE:

August 6, 2018

PROJECT:

Village of Beecher

Well 3/Booster SCADA Panel Upgrade

TO:

Matt Conner

Public Works Crew Leader

Village of Beecher

Energenecs is pleased to offer this proposal to upgrade the SCADA panels at Well 3 and the adjacent Booster station. A number of items in the panels are obsolete, such as the Modicon PLCs, power supplies, touchscreen terminals and the line drivers that create the communications between the panels. With the new design, the two panels will communicate through a standard Ethernet cable. We would like to offer the following:

#### **WELL 3 SCADA PANEL UPGRADE**

Quantity (1) Well RTU control panel upgrade. All components will be new except for the enclosure which includes the following:

- New 30X24 subpanel
- Allen-Bradley Micrologix 1400 PLC with I/O
- Battery backed 24VDC power supply
- 120V Lightning/surge protection
- Ethernet switch X5 port
- Maple Systems HMI 7", including the mounting of a bezel
- All required interface relays, control relays, timers, etc.
- Replace the line driver wiring to the Booster panel with Ethernet cabling. Provide surge protection.

#### **BOOSTER SCADA PANEL UPGRADE**

Quantity (1) Well RTU control panel upgrade. All components will be new except for the enclosure which includes the following:

- New 24X24 subpanel
- Allen-Bradley Micrologix 1400 PLC with I/O
- Battery backed 24VDC power supply
- 120V Lightning/surge protection
- Ethernet switch X5 port
- Maple Systems HMI 7", including the mounting of a bezel
- All required interface relays, control relays, timers, etc.
- Replace the line driver wiring to the Booster panel with Ethernet cabling. Provide surge protection.

Baecher Welt 3-Booster Control Panel Upgrade Proposal - Page 1 of 4

#### **Energenecs**

#### Terms & Conditions

#### **PURCHASE ORDER FORMS**

Orders submitted on BUYER'S purchase order forms will be accepted only with the express understanding that no statements, clauses or conditions contained in said order form will be binding on the SELLER if they in any way modify the SELLERS Terms & Conditions of sale.

#### **PRICES**

All prices are F.O.B. factory unless expressly stated otherwise. Prices DO NOT include sales, excise, municipal, state or other government taxes.

#### **ACCEPTANCE**

Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgment of the quotation as written and an acceptance of the Terms & Conditions hereof.

#### **CREDIT APPROVAL**

The credit terms specified on the face hereof are subject to SELLERS continuing approval of BUYERS credit and if, in SELLERS sole judgment, BUYERS credit or financial standing is so impaired as to cause SELLER in good faith to deem itself insecure, SELLER may withdraw the extension of credit and require other payment terms.

#### **FORCE MAJEURE**

Seller will not be liable for failure to deliver or perform, for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the BUYER by reason of such delay or failure, when such delay or failure is, directly or indirectly, caused by, or in any manner arises from delays of suppliers or carriers or any other cause or causes beyond SELLER'S control.

#### **PAYMENT**

95% payment due on shipment of equipment to job site. 5% due on acceptance of the system. Net 30 days on all invoices. 95% payment must be received before start up can be authorized. Any balance owed by BUYER is subject to a 1.5% per month delinquency charge until paid. FIELD STARTUP SERVICE CANNOT BE AUTHORIZED WITHOUT 95% PAYMENT BEING REMITTED TO SELLER IN ADVANCE OF PERFORMING START UP SERVICES. If no startup is required, 100% payment is due net 30 days from invoice date. BUYERS PAYMENT OBLIGATION IS IN NO WAY CONTINGENT UPON BUYERS RECEIPT OF PAYMENT FROM ANY OTHER PARTY. In addition to all other amounts due hereunder, BUYER shall reimburse SELLER in full for all collection costs or charges, including reasonable attorney fees, which SELLER may incur with respect to the collection of past due amounts from BUYER, including interest on overdue accounts. If BUYER is in default under this or any other agreement with SELLER, SELLER may, at their option, defer performance hereunder until such default is cured. SELLER shall have no obligation to provide factory startup assistance and/or factory training until all invoices (including retentions) for equipment have been paid in full.

#### WARRANTY

SELLER is a system integrator/manufacturer's representative and, as such, our product guaranty(s) and warranty(s) is set forth in the manufacturer's instruction book or operation and maintenance manual that accompanies each product. SELLER does not offer its customers any warranty or guarantee that would impose upon SELLER greater obligations than those imposed by the manufacturers we represent.

SELLER shall not be liable for any incidental or consequential loss, damage or expense arising directly or indirectly from the use of the product. SELLER shall not be liable for any damages or charges for labor or expense in making repairs or adjustments to the product within the warranty period without prior written approval of SELLER. SELLER shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data or services.

#### **Energenecs**

SELLER makes no warranties, expressed or implied, except as set forth in such standard Terms & Conditions of sale in this agreement. No claims of any kind shall be greater in amount than the purchase price of the SELLER'S products in respect of which such claims are made. SELLER is not liable in any event hereunder for any consequential, incidental or liquidated damages or penalties. IN ANY CASE SELLER SHALL NOT BE LIABLE FOR FIELD WORK BY STAFF OTHER THAN THE SELLER UNLESS EXPRESSLY AUTHORIZED IN WRITING, IN ADVANCE, BY THE SELLER. THIS IS IN SPECIFIC REGARD TO BACK CHARGES.

BUYER agrees to reimburse SELLER for ALL expenses incurred in servicing a warranty request if the cause of the warranty request is determined to be other than a manufacturer's defect or failure of a SELLER supplied component.

#### **CLAIM PERIODS**

All goods are shipped at the risk of the buyer after they have been delivered by SELLER to the carrier. BUYER shall immediately inspect said equipment upon receipt of equipment and any damage must be noted on the freight carriers bill of lading at time of receipt. SELLER is not liable for any shortages or non-conformance unless notified thereof by BUYER within 10 days after BUYERS receipt of said equipment.

#### CHANGES, CANCELLATIONS, RETURNS

All requests for changes, cancellations and/or returns must have prior written approval and are conditional on manufacturers cancellation/return policies and subject to a restocking and/or service charge for order handling, inspection, reconditioning and repackaging, as required. Authorized returned goods must be packaged and shipped prepaid to manufacturer. Products more than six (6) months old cannot be returned for credit. Terms and conditions stated herein shall also govern and be binding to all BUYER requested/approved change orders.

SELLER shall retain a security interest in the equipment until the full purchase price has been paid. BUYER'S failure to pay any amounts when due shall give SELLER the right to possession and removal of the equipment at any time upon giving at least ten (10) days prior written notice. SELLER'S taking of such possession shall be without prejudice to any other remedies SELLER may have. Title to the equipment shall transfer to the BUYER upon shipment from SELLER.

#### SUBMITTAL DRAWINGS & OPERATION/MAINTENANCE MANUALS

Submittal drawings and operation & maintenance documentation is provided in accordance with plan documents.

#### THE SELLER RESERVES THE RIGHT TO REVIEW AND REVISE THIS PROPOSAL AFTER THIRTY DAYS FROM ISSUANCE.

Ву:	Energenecs, Inc.		Nick Crevcoure	
l accept t	his proposal and all terms ther	reof:		
Accepted	•	o produce.	_	
Title:		L AMAZON CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CO		
Date:		PO #:		

Beecher Well 3-Booster Control Panel Upgrade Proposal — Page 4 of 4



To: Village of Beecher 10/6/2016

Below is a history of revisions for the SCADA system as originally detailed in our Feb. 18, 2011 proposal. I have simplified it to show suggested upgrades.

Since your original SCADA system was installed back in 1998, some parts have become obsolete and were upgraded to current technology. General need for better reliability and serviceability is a concern.

#### History:

- a. Original project was done in 1998 for \$49,400. It used a small "Micro-PLC" made by Modicon. It used an inexpensive form of communications over dial-up telephone lines. Computer and software were current to the water/wastewater industry at that time.
- b. Licensed radios were added early in 2002 (the FCC had expanded frequencies around 2000)
- c. The Booster station by Well 3 was added in 2003.
- d. (2) Lift Stations were added with new alarm software in 2006-2007.
- e. Well 5 added in 2008
- f. Computer and software were upgraded in 11/2011 to Windows 7.
- g. The PLCs are the heart of the SCADA system. Each site has one that does control, alarming and communications. The original system used Modicon PLCs. They started to become obsolete around 2002, so we started to watch for opportunities to replace them when convenient. We found that Allen-Bradley made better PLCs for the price and could be used to replace the Modicon PLCs one at a time, if desired.
  - i. Because Well 5 was done later in 2008, we used an Allen-Bradley PLC here from the start.
  - ii. Well 4 SCADA panel experienced severe lightning damage in 7/2012. It also showed signs of corrosion. We used this opportunity to build a new panel with new Allen-Bradley PLC, a new enclosure, and replace the door mounted touchscreen terminal that was also obsolete.
  - iii. We rebuilt Lift Station #3 in 4/2013 to do full control rather than just alarming. The PLC was replaced at that time.
  - iv. Since 3/2014, we replaced the Modicon PLCs with Allen-Bradley at the WWTP.
- h. The stations have a history of power and lightning related damage and should have an added layer of 120V lightning/surge protection.
- i. The licensed radios were added in 2/2002 and are obsolete now. Newer radios with better technology are available. We gave you (5) used radios for service spares.
- j. New 120V lightning/surge arrestors and line filters were added at sites when upgraded to reduce damage to equipment.



Based on our phone conversation with Bud and Bob Barber (Village Administrator), we recommend these upgrades:

- 1. Upgrade the obsolete PLCs, door mounted terminals and related parts for the panels at Well 3 and the Booster Station. Cost to do this would be \$23,000.00.
- 2. Upgrade the (3) sewer lift stations (Fairway Drive, Miller St., and Cardinal Creek). It would be best to replace the sub-panel with new components (battery backed power supply, lightning protection, PLC), but keep the existing radios. The cost to upgrade the (3) lift station panels would be a total of \$8,700.00.
- 3. Since the Village has (5) spare radios, the decision was made to not replace the radios at this time. These can be replaced in the future.

Submitted by: Bill Treloar-Energenecs



8840 West 192nd Street, Mokena, IL 60448 • 815.459.1260 • baxterwoodman.com

August 22, 2018

Mr. Robert O. Barber, Village Administartor Village of Beecher PO Box 1154 625 Dixie Highway Beecher, IL 60401-1154

#### Subject: Village of Beecher - Hodges Street Roadway Improvement

Dear Robert,

We are pleased to assist the Village determine potential improvements to Hodges Street east of Woodward Street.

We understand that numerous vehicles use Hodges Street to drop off patrons of the parks to the east. Due to the narrow 11-foot wide roadway, these users are driving in reverse and/or using the driveway along the north side of Hodges Street to turn around and return west.

We recommend evaluating the existing conditions and completing additional engineering to determine the improvements and associated costs that best fit the Village's goals for the project. This can include analyzing alternatives for the type, size, and location of a proposed cul de sac. The existing right-of-way along Hodges Street, drainage, impacts, and the users intended to be accommodated would be reviewed as part of the alternative analysis. Design plans and specifications would then be developed for the Village's desired improvements.

The following is a summary of assumed work and a budgeting level estimate of costs:

Reconstruct and Widen Hodges Street (11'→22') and Install Cul De Sac	\$ 138,000	
Install Sidewalk Along North Side of Hodges Street	\$ 12,000	
Contingency (20%)	\$ 30,000	
Construction Total	\$ 180,000	
Engineering Total	\$ 28,000	
Project Total	\$ 208,000	



Please contact me if you should have any questions or need additional information.

Sincerely,

BAXTER & WOODMAN, INC. CONSULTING ENGINEERS

Kaymond M. Kaering

Raymond N. Koenig Department Manager

Attachment

l:\Crystal Lake\BEECH\180939-Hodges St Cul De Sac\Contracts\HodgesSt\_LetterEOPC\_8.22.2018.docx

Project Location 2222163050120000 222 21 63 080 030 000 2222163050050000 2222163080140000 2222163050040000 2222163080150 TS DRAWDOOW 22221G. T0120000 2222163070130000 2222163070150000 2222163040140000 2222163040160000 2222163070149990 222216304015000 HODGESST 22221 630 702 600 00 22221 630 7002 0000 2222163070270000 2222163070010000 22221 630 400 700 00 2222163040080000 2222163040060000 TE GEED ST 2222163030020000

Hodges Street Roadway Widening and Cul De Sac Construction

#### **Robert Barber**

From: beecherpw <beecherpw@gmail.com>
Sent: Friday, August 17, 2018 4:49 PM

To: Robert Barber
Subject: Leaf machine

**Attachments:** 20180817\_115800.jpg; 20180817\_115814.jpg; 20180817\_115441.jpg; 20180817\_

115603.jpg; 20180817\_115401.jpg

This is a 2001 ODB Leaf Machine with 1,150 hours on it located in Cissna Park (Clause Specialties). The original asking price was \$10,000, i already got him down to \$8,000 just over the phone. I know we can get it lower, he knows that he screwed us over with the purchase of the 2 trailers last year. I even brought it up to him on the phone and said to make things right, would you work out a better deal on this machine. He agreed, don't know how low he would go though. He is the one that we got the good deal from on the 2003 international last year, he was asking \$47,500 and we purchased the truck for \$41,000. Anyway, this machine would not require 2 men on the back raking, instead it would only require 1 man on the back controlling the vacuum tube. This could be a time to have a backup machine incase ours went down during peak season. This one could be the front line machine and the 1994 could be the backup if needed. Just a thought. Thought it could be a good deal.

Sent from my Verizon, Samsung Galaxy smartphone

I WOULD TAKE #8000 OUT OF REFUSE FUND AND BUT THES

WE PATO \$13,500 FOR OVR WAT NEW EN 1994.



#### 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
Jonathon Kypuros
Marcy Meyer
Frank Basile
Stacy Mazurek
Todd Kraus

August 9, 2018

Sent via email Sjanus@caddis.com Mr. Shawn Janus Director of Development Caddis

Dear Mr. Janus,

Around this time last year you may have received a letter from our Village President encouraging you to consider establishing an independent senior living community in our Village. I have been asked to advise you that this offer still stands. We have earmarked a 25 acre parcel of land for such a community and secured a sales commitment from the current property owner. This parcel is located at the southwest corner of Church and Dixie (Illinois Route #1) and is a convenient walk or drive to the CVS Pharmacy, Beecher Manor Nursing Home, and Walt's Grocery store. The parcel is also in an enterprise zone, a soon to be established TIF District, and is adjacent to water, sewer, natural gas, and electric supply. The Village would also consider waiving a substantial portion of its building permit fees for such a project.

We truly believe there is a demand for such a facility in Beecher. The only such facility we have is a 24 unit complex at the south end of town and there is a long waiting list to get in. This complex was constructed in 1990 and has never had a vacancy. Our residents are telling us loud and clear that this is what they want for either themselves or a loved one and they want it in their hometown. We believe that a 50-100 unit complex (with room to add on at a future date) would be a perfect investment.

If you believe that such a project has merit please call me at 708-946-2261 to discuss. We believe that such a project will eventually become a reality due to the market but we would like to have it now for our residents. Please consider Beecher as a site for a future project and we will assist you as best we can. Thank you in advance.

Sincerely.

Robert O. Barber Village Administrator

### SENIOR LIVING COMMUNITIES AND FACILTIES INDEPENDENT AND ASSISTED LIVING SUBSIDIZED OPTIONAL

Robert J. Molitor, CEO
 The Alden Network
 4200 W. Peterson Avenue
 Chicago, IL 60616
 1-800-291-5900

Independent living facility, multi-story Shorewood Horizon

2. R. Scott Herzig
Executive Vice President
Five Star Senior Living
400 Centre Street
Newton, MA 02458-2076
1-617-796-8387

Assisted living and memory care facilities Single and multi-story buildings All over Illinois, not just Chicago

Earl Wade
 V.P. and Director/Business Development
 Life Care Services, Inc.
 400 Locust Street
 Suite #820
 Des Moines, IA 50309-2334
 1-515-875-4500

Clarendale of Mokena and Schererville Beautiful Independent Living facilities A must contact

Karen Batemen
 Senior Vice President
 Operations and Business Development
 Senior Lifestyle
 303 E. Upper Wacker Drive #2400
 Chicago, IL 60601
 1-312-693-4333

Senior Apartments all over Illinois, including Effingham, Olney, etc. Multi-story and Single Story facilities *A must contact* 

5. Joe Eby President Bickford Senior Living 13795 S. Mur-Lin Road Suite 301 Olathe, KS 66062 1-913-782-3200

Facilities in Crown Point, Bourbonnais and Tinley Park

A must contact

#### 6. H. Todd Kaestner

Executive Vice President/Corporate Development

Brookdale Senior Living, Inc.

111 Westwood Place, Suite 400

Brentwood, TN 37027

1-888-221-7317

Independent Living Facility in Tinley Park

good project

May be too close to Beecher for site

#### 7. Shawn Janus

Director of Development

Caddis

Sjanus@caddis.com

#### 8. Patrick Dimaano

Director of Acquisitions and Strategic Partnerships

Pathway Senior Living, LLC

333 W. Wacker Drive

Suite 1010

Chicago, IL 60606 1-888-342-4111 Heavily Invested in Chicago area

Over 30 projects, multi-story independent

Park Forest and CC Hills

#### 9. John Barbee

President

Autumn Leaves, LLC

545 E. John Carpenter Fwy

Suite 500

Irving, TX 75062 1-888-662-8886 Specializes in assisted living and memory care, has facility in Orland Park

10. Eric Rothner

President

Hunter Management, LLC

2201 Main Street Evanston, IL 60202 1-847-905-4000 Eric Rothner, owns Beecher Manor Made list since he expressed interest in Assisted Living at groundbreaking Should be given an opportunity

11. Matt Obradovic

Portfolio asset Manager

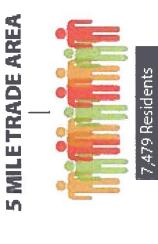
Gardent Management Solutions 535 East North Street, Suite E

Bradley, IL 60915 1-877-882-1495 Owns and Operates Heritage Woods of Manteno and Dwight plus many other Projects. Rick Banas is the contact.

# **POPULATION**

	2000	2010	2015	2040
Fotal Population	2,033	4,359	4,532	8,652







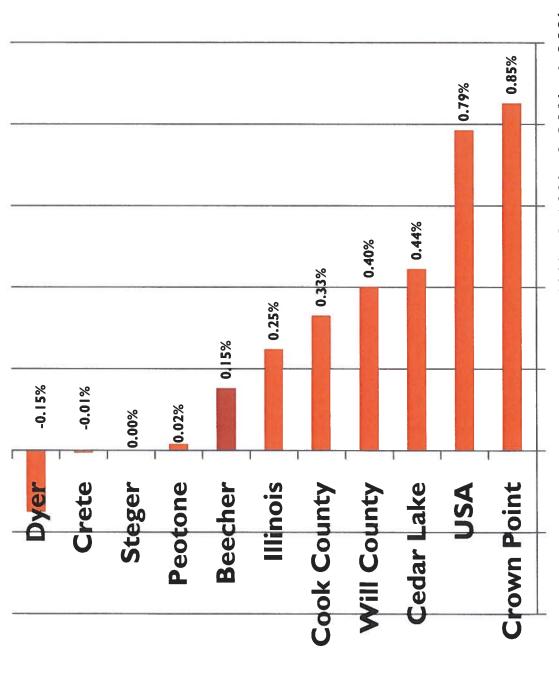


Average Household Size



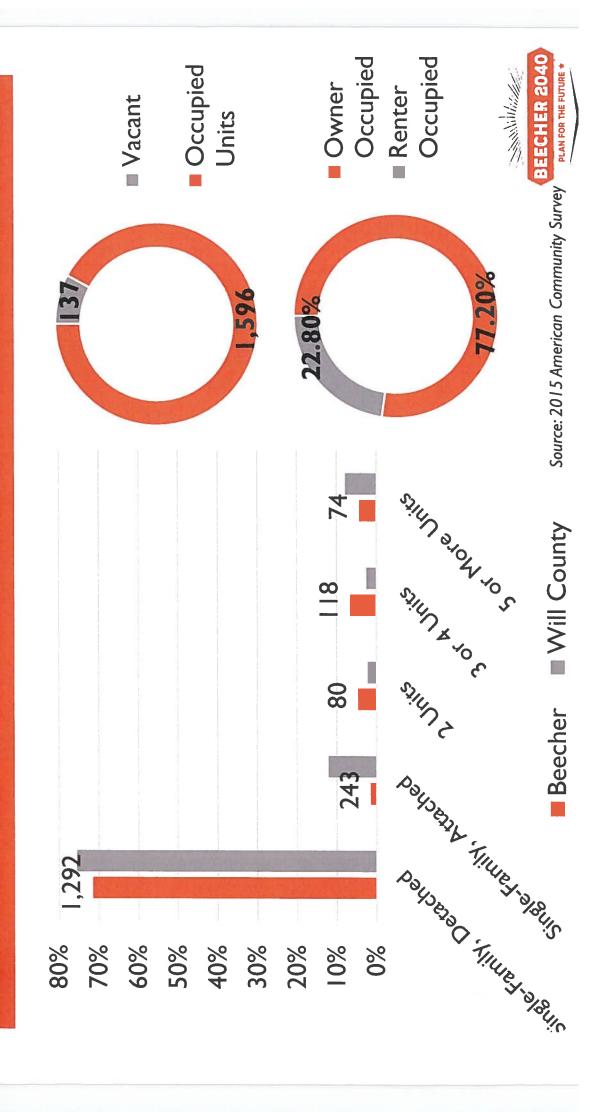






-0.40% -0.20% 0.00% 0.20% 0.40% 0.60% 0.80% 1.00%

## HOUSING



Steger
Crete
Cedar Lake
Illinois
Peotone
USA
Dyer
Crown Point
Will County
Beecher
Cook County

## Median Home Value (2016)

\$182,295

\$182,295

\$189,200

\$190,380

\$194,595

\$198,891

\$210,485

\$215,500

\$229,150

\$244,668

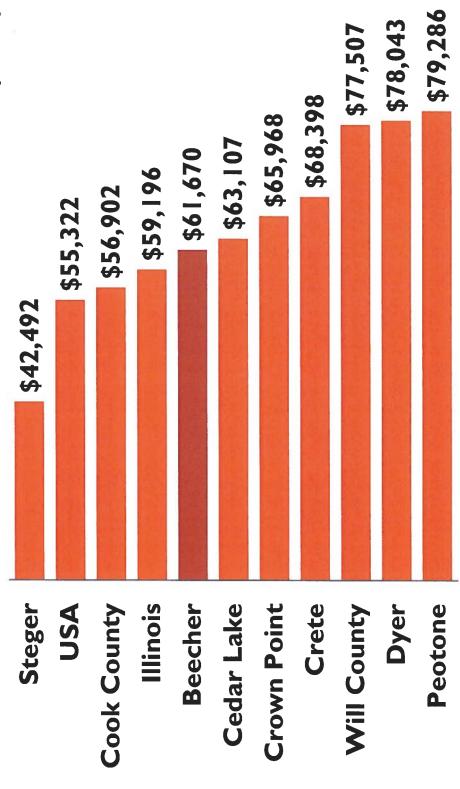


ousing	46	\$231,576	\$198,750	1,995
Beecher Housing Inventory	Homes for Sale	Average Price	Median Price	Average SF

Sources: ESRI, Not the Chicago MLS, Will

County Assessor

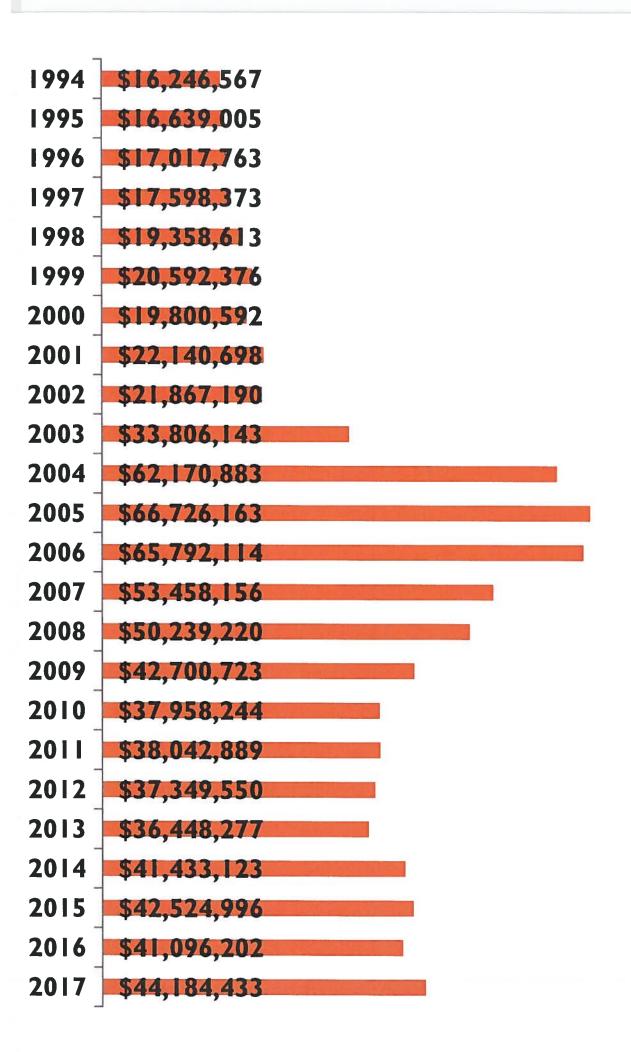




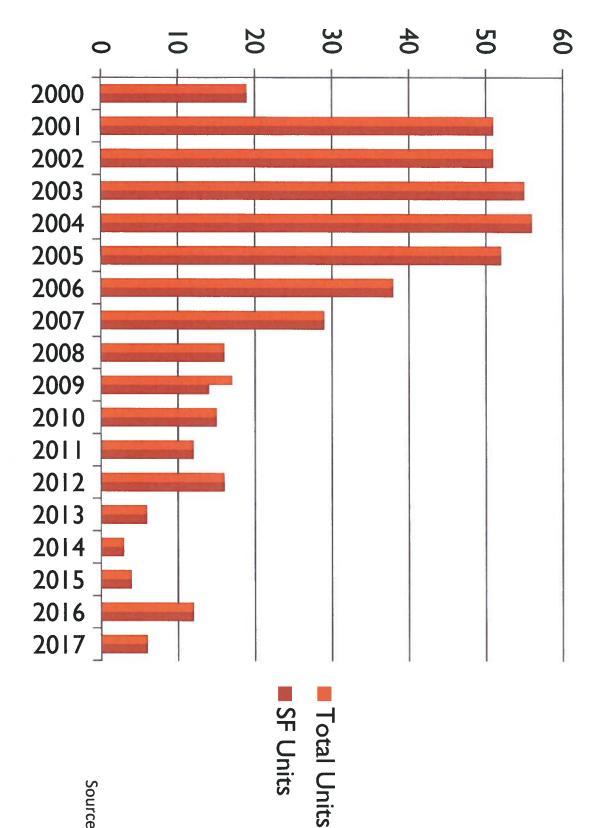
Source: ESRI and U.S. Census ACS

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**Department of Revenue** Source: Illinois



# **BUILDING PERMITS**



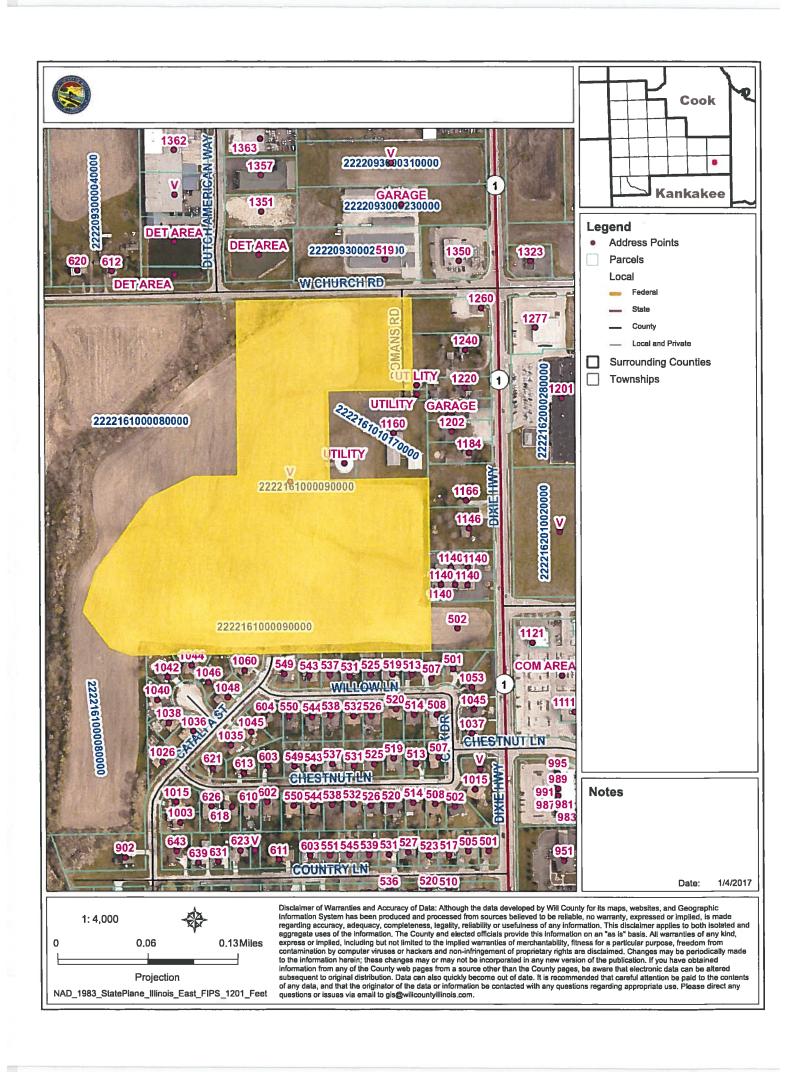
Sources: HUD SOCDS

# HOUSING & TRANSPORTATION COSTS (% OF INCOME PER HOUSEHOLD)

	Median Income	Low Income Single-Parent	Moderate Income Retired Couple	Moderate Income Family
Housing Costs	32.3	63.8	40.5	40.3
Transportation Costs	24.6	36.0	15.7	24.2
Combined	56.9	8.66	56.3	64.4

Combined 45% considered Affordability threshold





#### BEECHER SUSQUICENTENNIAL 1870 - 2020

Purpose: Research, write, publish an addenda edition to the original Quasquicentennial Book, which was published during the 1995 Celebration.

The new edition will be made available for the planned Susquicentennial Beecher Celebration in August 2020.

Researchers will use the bound volumes of *The Beecher Herald* and will meet in the upstairs lobby of the Beecher Community Library.

Categories will include: Village, Schools, Churches, Library, Fire/Police Departments, Civic Organizations, Social events.

Time line: Hopefully, research can be completed by spring/summer of 2019, which will allow time to write and publish the new edition by August 2020.

#### Researchers:

Janet Cellarius - 946-6896 Barb Kass – 946-2225, 473-4193 Sandy Lohmann - 946-2654 Celia Powers -- 946-9057, 560-6847 Carol VonAlven – 946-6411 Editor: Shirley Biery – 46-6892

15# Meeting to begin Work
Wed. Aug 1\_

#### OUOTE



18625 West Creek Drive Tinley Park, IL 60477

V: 708.633.7450 F: 708.633.7449

LibertyCreativeSolutions

August 15, 2018

Robert Barber Village of Beecher 625 Dixie Highway Beecher, IL 60401

You requested this quote for the following product:

#### **Beacher History Inserts**

Pages:

History 158 pages plus cover

Inserts 56 pages plus cover

Size:

8.5" X 11"

Press:

4/4, Process Match, Bleeds, Digital

2/2, PMS, Bleeds, Offset

Stock:

100# White Endurance Silk Cover

80# Warm White Accent Opaque Smooth Text

Artwork:

History LCS to revise cover, pickup balance of book and proof

Inserts LCS to design and layout from furnished photos and copy and proof

Prep:

LCS to show PDF proof for approval and prepare for press

Finishing:

Perfect Bind

Pack:

Convenient cartons

F.O.B.

Tinley Park, IL

Quantity:

250

500

750

**History Digital:** 

\$ 9,885

**History Offset:** 

\$4,189 \$7,710

\$6,930 \$ 9,311

\$10,700

Inserts Digital: Inserts Offset:

\$7,994 \$ 9,863 \$ 9,064 \$10,424 \$ 10,159 11,159

Please refer to quote number 18-11343 in all correspondence concerning this quote Bob Carlson gave the above prices for DI60p8.5x11 Beacher History Inserts to Robert Barber at Village of Beecher on 8/15/2018.

LCS adds a 4% surcharge to all invoices paid by credit card.

Please note that this is an estimate only and may be subject to revision upon receipt of your electronic file or film. For printing orders, LCS and Village of Beecher understand and agree that the quantity delivered may vary +- 10% from the quantity ordered. LCS charges or credits prorata based on quantity delivered.

Thank you for considering Liberty Creative Solutions for your communication needs. Please feel free to contact us with any questions. This quote is good for 30 days from 8/15/2018. Estimated by Michael McNeil

#### **Robert Barber**

From:

Bob Carlson <bob@libertycreativesolutions.com>

Sent:

Monday, August 20, 2018 11:40 AM Robert Barber; srb1117@comcast.net

To: Cc:

Sue Rasmussen; Lisette Wisniewski

Subject:

Production Time Line for Village of Beecher History Update

Good morning Bob & Shirley,

It was great meeting you both last week and we are looking forward to working with you both again on this book for The Village of Beecher.

Here is a proposed time line for production.

Copy, photos and files from the Village of Beecher. September, 3 2018 through March 30, 2020.

Liberty Creative Solutions...Design, proofs and final file for printing. March, 30 2020 through May 4, 2020.

Liberty Creative Solutions and the Village of Beecher. Review proofs and final changes before printing. May 4, 2020 through May 18, 2020.

Liberty Creative Solutions. Print, perfect bind and delivery...June 15, 2020. September 3, 2020 through June 15, 2020.

Please let me know if you have any questions.

Thanks,

Bob

**BOB CARLSON SENIOR ACCOUNT REPRESENTATIVE** 



Turning Ideas into Results

Liberty Creative Solutions, Inc. 18625 West Creek Dr. | Tinley Park, IL 60477 V:708.633.7450 | F:708.633.7449 www.LibertyCreativeSolutions.com

A WBENC-Certified Women's Business Enterprise