

MEMORANDUM

TO: Village President and Board of Trustees

FROM: Robert O. Barber, Village Administrator

DATE: Friday, May 10, 2019

RE: VILLAGE ADMINISTRATOR MATERIALS FOR VILLAGE BOARD MEETING

BOARD MEETING DATE: *Monday, May 13, 2019 at 7:00 p.m.*

***NOTE: THIS MEETING IS BEING HELD AT THE WASHINGTON
TOWNSHIP CENTER, 30200 TOWN CENTER ROAD***

A G E N D A

- I. PLEDGE TO THE FLAG
- II. ROLL CALL
- III. APPROVAL OF MINUTES OF THE PREVIOUS MEETING
- IV. VILLAGE CLERK REPORT
- V. PUBLIC HEARING: CONSIDER A TIF DISTRICT FOR THE VILLAGE OF BEECHER.
A motion is needed to open and close the public hearing. Pete Iouse of Teska will make the presentation and answer any questions the audience may have. There will then be a time for those to speak for or against the proposal.
- VI. RECOGNITION OF AUDIENCE
- VI. REPORTS OF VILLAGE COMMISSIONS
 1. BEAUTIFICATION COMMISSION - Supt. Conner
 2. FOURTH OF JULY COMMISSION - Marcy Meyer
 3. YOUTH COMMISSION - Stacy Mazurek

4. HISTORIC PRESERVATION COMMISSION - Scott Wehling

A. FINANCE AND ADMINISTRATION COMMITTEE - Frank Basile, Marcy Meyer

1. CONSIDER A MOTION APPROVING THE TREASURER'S REPORT AND THE REPORT OF FINANCIAL ACTIVITY IN THE PRIOR MONTH.

2. VARIANCE REPORTS FOR THE PRECEDING MONTH are enclosed for your review.

3. APPROVAL OF BILLS FOR THE PRIOR MONTH

B. PUBLIC BUILDINGS AND PROPERTIES, PARKS AND RECREATION COMMITTEE
- Scott Wehling, Todd Kraus

1. FIELD #2 LIGHTS IN FIREMEN'S PARK NOW OPERATING. Beecher Rec completed this project and the lights are now in use.

C. PLANNING, BUILDING AND ZONING COMMITTEE - Stacy Mazurek, Jonathan Kypuros

1. BUILDING DEPARTMENT MONTHLY REPORT is enclosed for your review.

2. PLANNING AND ZONING COMMISSION will be meeting on Thursday, May 30th at 7pm to review the working draft of the comprehensive plan and determining if the plan is ready for public hearing. The public hearing is scheduled for Thursday, June 27th at 7pm at which time the Commission may make a recommendation on the plan. The Village Board will consider the plan at the July meeting.

D. PUBLIC SAFETY COMMITTEE - Todd Kraus, Scott Wehling

1. POLICE DEPARTMENT MONTHLY REPORT is enclosed for your review.

2. BEECHER E.M.A. MONTHLY REPORT is enclosed for your review.

3. CODE ENFORCEMENT MONTHLY REPORT is enclosed for your review.

4. STATUS OF FULL AND PART TIME POLICE STAFFING. Officer Bill Little is leaving Beecher Police to become an officer in Monee. A new officer has also been hired to replace Officer Hawkins. An SRO Officer is also in the process of being hired. Two new part-time officers are also in field training. A formal swearing in ceremony took place last Thursday for these five officers and they will be introduced to the Board at a later time. Two officers entered the academy just today. The department is experiencing some major staffing changes in the

coming year.

E. PUBLIC WORKS COMMITTEE - Jonathan Kypuros, Stacy Mazurek

1. WATER DEPARTMENT MONTHLY REPORT is enclosed for your review.
2. SEWER DEPARTMENT MONTHLY REPORT is enclosed for your review.
3. WATER BILLING REGISTER for the months of March and April are also enclosed.
4. GOULD STREET WATERMAIN DESIGN UPDATE. BAXTER AND Woodman has been negotiating with the Union Pacific Railroad over permit fees and the safety requirements to be followed when the contractor bores under railroad tracks. This could potentially increase the cost of the job by \$25,000 to \$35,000. A bid opening date of June 4th at 11am has been set and the Village will have 120 days to consider an award. The committee will then meet on June 17th at 7pm to review the bids and decide how to proceed. The project can be broken into two phases. We did not budget for this project since we had no clue what the cost of each of the options are going to be. If the committee recommends we proceed with the project or a portion of it we will have to amend the budget and the appropriation ordinance. Please see the enclosed material.
5. THERMOPLASTIC PROJECT. This project has been scheduled by Superior Road Striping and the Supt. will provide an update.
6. CONSIDER AUTHORIZATION FOR PAYMENT IN THE AMOUNT OF \$805,044.52 TO I.H.C. FOR WORK COMPLETED ON THE BEECHER WASTEWATER TREATMENT PLANT PENDING RECEIPT OF I.E.P.A. LOAN FUNDS.
7. CONSIDER A MOTION AUTHORIZING AN EXTENSION OF 10 WEEKS TO IHC FOR THE WASTEWATER TREATMENT PLANT IMPROVEMENT PROJECT. Please see the enclosed letter of request. Both the Village Engineer and the committee recommends the extension. A motion is needed for IEPA construction loan purposes.
8. CONSIDER A MOTION AUTHORIZING PAYMENT TO BAXTER AND WOODMAN IN THE AMOUNT OF \$30,558.25 FOR CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE WASTEWATER TREATMENT PLANT IMPROVEMENT PROJECT PENDING THE RECEIPT OF LOAN FUNDS FROM THE I.E.P.A.
9. WASTEWATER TREATMENT PROJECT PLANT UPDATE TO BE PROVIDED BY THE Administrator at the meeting.
10. CONSIDER AUTHORIZING THE VILLAGE PRESIDENT AND CLERK TO SIGN AN AGREEMENT WITH BAXTER AND WOODMAN ENGINEERS FOR THE PHASE II DESIGN OF PENFIELD STREET FROM DIXIE TO REED IN THE AMOUNT OF \$308,000. The federal STP program will be reimbursing the Village 80% (or \$246,400) of this design fee

and the Village's 20% cost share will be \$61,600. There is \$369,000 in the Infrastructure Account to pay for this fee at this time and about \$300,000 available after thermoplastic, curb and sidewalk replacement projects. Income into the account is about \$20,000 per month so we have the funds to pay for this contract. The committee decided last January to use Baxter and Woodman for Phase II and this is the fee based on IDOT rates. It is recommended that this agreement be approved.

11. PARKWAY TREE PLANTING PROGRAM for 2019 is complete and the Supt. will provide an update.

12. CONSIDER A PROPOSAL FROM ROBINSON ENGINEERING IN THE AMOUNT OF \$55,000 TO CONDUCT A PHASE I ASSESSMENT OF LEAD SERVICE LINES IN THE VILLAGE AND APPLY FOR IEPA FUNDS TO REPLACE THESE LINES. The IEPA currently has a program whereby a loan is offered to replace lead service lines and after the job is completed 1/2 of the loan is forgiven. In other words, if it cost \$1 million to replace the lines, the IEPA loans the \$1 million out and when it comes time to create the payoff schedule 1/2 of the loan principal is taken off which means the Village would repay \$500,000 over 20 years at 2% interest. Please see the enclosed proposal and chart of repayment. The IEPA claims that the Village has 194 lead lines and this has to be verified by a field assessment and inventory which is the first part of this process. Even if for some reason we do not receive a loan we would at least be compliant with the inventory which will soon be State law anyway. The other unique aspect of this program is that the lead line is replaced all the way to the meter inside the home, which requires the Village to obtain by signature a temporary easement from each homeowner. If they refuse to sign the Village registers the address with the IEPA. There is no way of knowing what the State would do with that information down the road; perhaps holding up the sale until the lead is replaced. This is the incentive for the homeowner to sign; no cost to them and their address not a list. This is a new program created by the IEPA and funding will go fast so we have to act now. The Committee met and recommended that the Phase I assessment and pre-app be completed.

F. ECONOMIC DEVELOPMENT AND COMMUNITY RELATIONS COMMITTEE
- Marcy Meyer, Frank Basile

1. SPRING NEWSLETTER has been mailed.

2. SESQUICENTENNIAL UPDATE. Prices are being obtained for a laser light show on Saturday, August 1st, 2020 in Firemen's Park. A fireworks low show option for \$12,000 was already obtained but the committee wants to go in a different direction.

G. VILLAGE PRESIDENT REPORT

1. OFFICIAL (FORMAL) OATH OF OFFICE FOR THREE TRUSTEE TERMS AND NEW POLICE OFFICERS will occur at the June 10th Village Board meeting and not this meeting. We

all wanted to be in our own building and not interfere with the public hearing. Wear your best on June 10th since we will be taking group photos.

2. APPOINTMENTS BY THE VILLAGE PRESIDENT AND COMMITTEE ASSIGNMENTS will be made at the June 10th meeting.

3. CONSIDER A MOTION POSTPONING THE JULY 8TH REGULAR MEETING TO MONDAY, JULY 17TH AND CANCELLING THE JULY 22ND MEETING. There will be a problem providing the Board with a comprehensive list of bills and an agenda for the July 8th meeting since the Fourth of July runs from July 3rd to July 6th and the meeting is very early in that month with a holiday in the middle of the week. It is suggested we push back that meeting one week and hold a combined committee/finance meeting on Monday, July 17th and then cancel the meeting scheduled for the following week. If there is a need for a second meeting in July we could meet on Monday, July 29th.

4. RESULTS OF ILLINOIS MUNICIPAL LEAGUE/SOUTH SUBURBAN MAYORS AND MANAGERS ASSOCIATION LOBBY DAY ON MAY 1ST. The Village President, Clerk and Administrator attended the annual lobby day drive-down to Springfield and had an opportunity to hear from the Governor, the house and senate majority leaders, and several newly-appointed department directors such as the Secretary of Transportation and the IEPA. An update will be provided.

5. DISCUSSION: RECREATIONAL CANNABIS. This was one of the hottest topics in Springfield and we have heard many different opinions and assessments of the issue. However, the only opinion that will matter at the end of the day is the Village Board's collective view if the State offers an opt-out to municipalities. We had this same discussion in 2014 when video gaming was presented to us and we had to decide whether to opt-out or allow it. We may be placed in the same position again this Summer since the current bill states we may only have until Fall to decide what to do. The Village President is not asking for a decision but to just present the issue for future discussion. We also have to see what the final contents of the bill have to say. What we have heard is that municipalities cannot control the soon to be legal possession or use under state law; only whether it can be sold in your town. Sales tax applies to the cannabis in addition to a 3% surcharge tax if the municipality so imposes. This is for discussion only.

H. OLD BUSINESS

I. NEW BUSINESS

J. ADJOURN INTO EXECUTIVE SESSION (only if necessary)

K. 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
April 22, 2019 -- 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, Kypuros, Meyer and Kraus.
ABSENT: Trustee Wehling.

STAFF PRESENT: Clerk Janett Conner, Administrator Robert Barber, Public Works Superintendent Matt Conner and Chief Greg Smith.

GUEST: George Schuitema, Karla Weisel and Joe Tieri.

President Szymanski asked for consideration of the minutes of the April 8, 2019 Board meeting. Trustee Kypuros made a motion to approve the minutes as written. Trustee Basile seconded the motion.

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

NAYS: (0) None.

Motion Carried.

CLERK'S REPORT

A report on income received since the last meeting was provided.

RECOGNITION OF AUDIENCE

None.

A. FINANCE AND ADMINISTRATION COMMITTEE

Trustee Kypuros made a motion to open a public hearing for the proposed budget for Fiscal Year 2019/2020 at 7:01 p.m. Trustee Mazurek seconded the motion.

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

NAYS: (0) None.

Motion Carried.

Administrator Barber provided a presentation on the proposed 2019/2020 budget. He explained the budget process and changes to the budget from 2018/2019. Board members and the audience were asked for any questions or comments. There were none.

Trustee Mazurek made a motion to close the public hearing at 7:12 p.m. Trustee Meyer seconded the motion.

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

NAYS: (0) None.

Motion Carried.

RESOLUTION #2019-05 – A Resolution adopting a budget for Fiscal Year 2019/2020. Trustee Basile made a motion to adopt Resolution #2019-05. Trustee Meyer seconded the motion.

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

NAYS: (0) None.

Motion Carried.

ORDINANCE #1306 – An Ordinance of appropriation of Village funds equal to the adopted budget resolution. Trustee Basile made a motion to approve Ordinance #1306. Trustee Meyer seconded the motion.

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

NAYS: (0) None.

Motion Carried.

RESOLUTION #2019-06 – A Resolution appropriating Motor Fuel Tax funds for Fiscal Year 2019/2020. Trustee Basile made a motion to adopt Resolution #2019-06. Trustee Mazurek seconded the motion.

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

NAYS: (0) None.

Motion Carried.

ORDINANCE #1307 – An Ordinance approving a supplemental appropriation ordinance for Fiscal Year 2018/2019. This ordinance will appropriate funds for the leaf machine and the purchase of 533 Reed Street at a total sum of \$107,000 in new appropriation. Trustee Basile made a motion to approve Ordinance #1307. Trustee Kypuros seconded the motion.

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

NAYS: (0) None.

Motion Carried.

RESOLUTION #2019-07 – A Resolution authorizing line item transfers in the Fiscal Year 2018/2019 budget. These line item transfers cover the purchases made with the supplemental appropriation and also to cover overages experienced in the Police Department part-time and overtime. Trustee Basile made a motion to adopt Resolution #2019-07. Trustee Kraus seconded the motion.

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

NAYS: (0) None.

Motion Carried.

Trustee Basile reported that the Finance Committee has met to discuss the Village's investment strategy. The Finance Committee met with the Treasurer and contacted the local banks and is investigating alternatives to long-term investing. More information will be provided once it becomes available.

Trustee Basile made a motion to approve a reciprocal agreement with the Illinois Department of Revenue pertaining to access to the tax portal for confidential information. Since specific sales information is included in the tax reports provided by the payees, the Village needs security clearances to obtain this specific information. The Village has a sales tax agreement in effect but the State now wants to add telecommunications taxes to the portal requiring this second agreement and letter. Trustee Meyer seconded the motion.

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

NAYS: (0) None.

Motion Carried.

B. PUBLIC BUILDINGS AND PROPERTIES, PARKS AND RECREATION COMMITTEE

The tot lot is complete and is being used. President Szymanski stated that he was at the park today and a lot of people were using the playground equipment. He thanked the Board for their work in getting this done.

The Lions Park playground improvements have been completed.

Superintendent Conner provided an update on the 533 Reed Street building improvements. The building has been gutted and working with HVAC contractor right now.

C. PLANNING, BUILDING AND ZONING COMMITTEE

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

A report was provided on the Planning and Zoning Commission (PZC) meeting. At the meeting the Prairie Park Subdivision re-plat was approved and the comprehensive plan was discussed. A workshop will be held May 30th to go over the plan, and a public hearing will be held on June 27th.

D. PUBLIC SAFETY COMMITTEE

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

Trustee Kraus requested an Executive Session be held at the end of the meeting to consider candidates for a new SRO and full-time Police position.

A report was provided by Chief Smith on the major field exercise held at the Beecher High School on Friday, April 19th. This exercise involved an active shooter inside the high school with mass casualties. He said the exercise went very well and thanked all of those who participated.

E. PUBLIC WORKS COMMITTEE

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

Superintendent Conner said there were some minor changes to the Gould Street watermain design but the project should be ready to go to bid soon. Administrator Barber said the project is being delayed by the railroad because they want separate permits for the different crossings involved.

It was reported that the wastewater treatment plant improvement project is still scheduled to continue until fall.

Superintendent Conner provided an update regarding the Village exterior and street lighting retrofit project. He said it is a slow process and is having some issues, but moving along.

A parkway tree planting update was provided. Thirteen trees were planted last week and the project has been completed.

Street sweeping for 2019 will be conducted this week and began earlier in the day. Sweeping will be completed on Friday.

Trustee Kypuros made a motion to approve a proposal using Suburban Purchasing Cooperative pricing to strip and thermoplastic stripe all Village streets with the exception of Penfield from Dixie to Reed by Superior Road Striping in the amount of \$33,659.21. Trustee Basile seconded the motion.

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

NAYS: (0) None.

Motion Carried.

Trustee Kypuros made a motion approving a bid for the purchase of a mini-excavator from West Side Tractor Sales in the amount of \$49,344.46. Proposals were obtained from Dejong Equipment and West Side Tractor Sales using the National Joint Purchasing Agreement (NJPA) pricing. After testing out the equipment and looking at all of the options being offered, Superintendent Conner recommended the bid be awarded to West Side Tractor Sales. Trustee Mazurek seconded the motion.

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

NAYS: (0) None.

Motion Carried.

F. ECONOMIC DEVELOPMENT AND COMMUNITY RELATIONS COMMITTEE

Trustee Meyer provided a TIF District creation update. The creation and first meeting of the TIF Joint Review Board is scheduled during the intergovernmental meeting next Monday, April 29th. The public hearing on the TIF District is scheduled before the Board meeting on Monday, May 13th. Formal consideration of the TIF District by the Village Board is scheduled for Monday, June 10th. The TIF then gets filed with the Will County Clerk and Will County Recorder. Letters were mailed to affected residents last Thursday.

Trustee Meyer provided a Sesquicentennial update. To date, \$14,500 has been committed in ads for the book, so the book is paid for. The committee also met last Thursday to discuss the Sesquicentennial events. The committee may have a "taste of Beecher" type of event the week before the Lions Club Summerfest so as not to have so many food events at the same time. The committee is also looking into a laser light show.

A Village newsletter update was provided. The newsletter will be mailed on Tuesday. It was the largest newsletter the Village has printed so far, due to the Water Quality Report being added.

Clerk Conner provided an update on changes to the Village website.

Trustee Meyer made a motion to award a bid for the 2019 Fourth of July raffle car to Dralle Chevrolet of Peotone for a 2019 Camaro LS Coupe in the amount of \$24,195. Trustee Mazurek seconded the motion.

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

NAYS: (0) None.

Motion Carried.

G. VILLAGE PRESIDENT'S REPORT

President Szymanski appointed Jonathan Kypuros as Village representative to the TIF Joint Review Board. Trustee Kraus made a motion to approve President Szymanski's appointment. Trustee Mazurek seconded the motion.

AYES: (4) Trustees Mazurek, Basile, Meyer and Kraus.

NAYS: (0) None.

ABSTAIN: (1) Trustee Kypuros.

Motion Carried.

President Szymanski provided a railroad quiet zone update. A discussion was held with representatives from the railroad last Thursday. A proposal to proceed with the engineer for the quiet zone is moving forward. There will be some minor additions to the original plan which increases the estimated cost to \$125,000. The FRA still has to sign off on the proposal. Widening some sections of the road will have to be bid out. The project is moving along.

President Szymanski reminded the Board of the intergovernmental meeting next Monday, April 29th at 7:00 p.m. at the Washington Township Center. Board members were encouraged to attend.

There being no further business to discuss in regular session, Trustee Meyer made a motion to adjourn into Executive Session to discuss offer of employment for an SRO officer and an offer of employment for a patrol officer at 7:44 p.m. Trustee Basile seconded the motion.

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

NAYS: (0) None.

Motion Carried.

Trustee Kraus made a motion to return to regular session at 7:56 p.m. Trustee Mazurek seconded

the motion.

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

NAYS: (0) None.

Motion Carried.

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

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

NAYS: (0) None.

Motion Carried.

Meeting adjourned at 7:57 p.m.

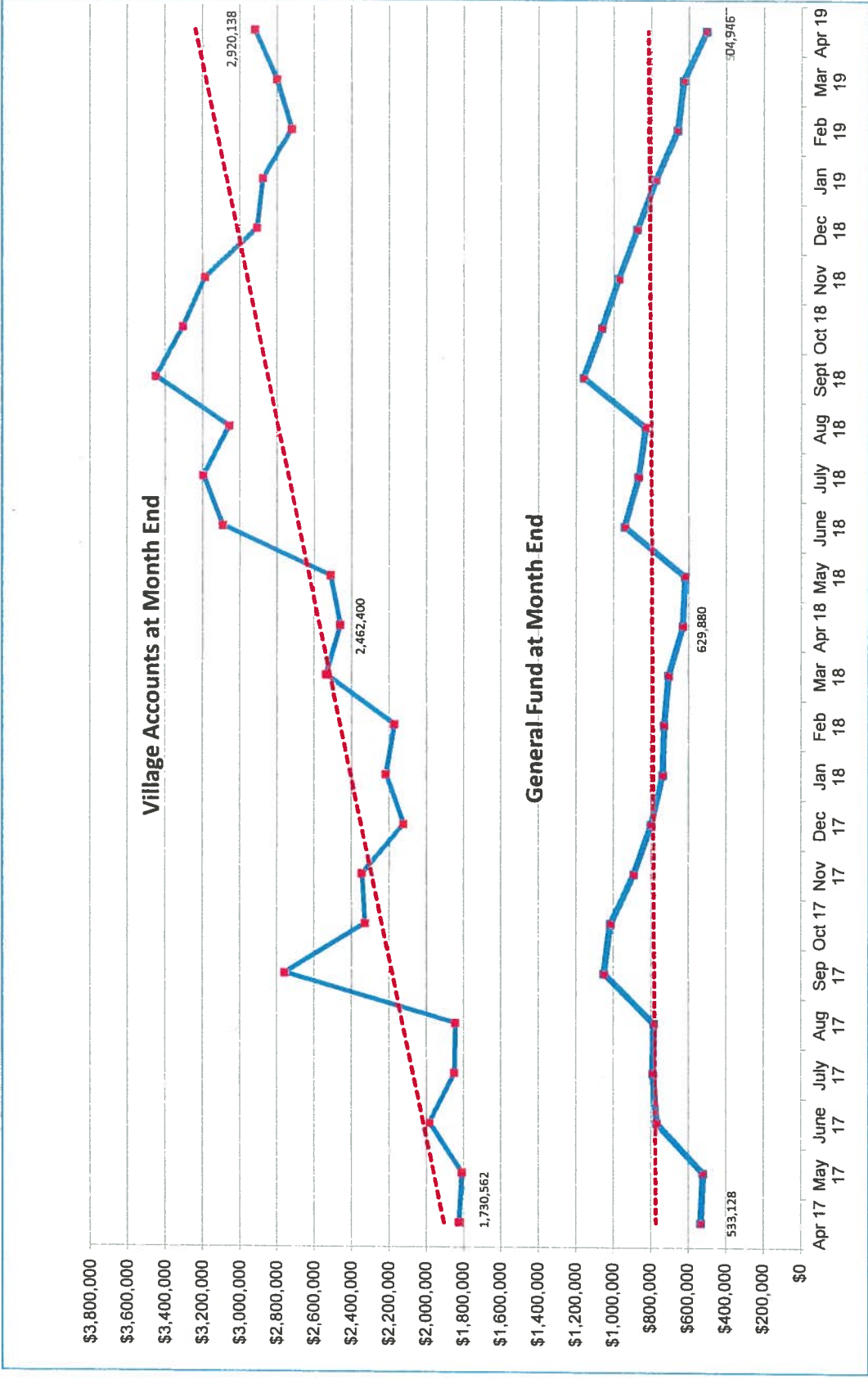
Respectfully submitted by:

Janett Conner
Village Clerk

**VILLAGE OF BEECHER
ACCOUNT BALANCES**

<u>Account</u>	<u>Number</u>	<u>03/31/2018</u>	<u>04/30/2018</u>	<u>03/31/2019</u>	<u>04/30/2019</u>	<u>Change</u>
MFT	Ck. 9016	\$ 99,205.72	\$ 96,335.23	\$ 108,039.46	\$ 110,008.27	\$ 1,968.81
Refuse	Ck. 59692	\$ 80,163.30	\$ 65,862.63	\$ 69,358.80	\$ 66,854.53	\$ (2,504.27)
Joint Fuel	Ck. 70041	\$ 45,630.07	\$ 41,661.91	\$ 34,033.32	\$ 32,823.79	\$ (1,209.53)
W/S Debt	Ck. 107689	\$ 317,728.53	\$ 466,536.91	\$ 958,186.17	\$ 1,114,620.54	\$ 156,434.37
O&M	Ck. 9210	\$ 299,084.03	\$ 99,715.39	\$ 342,987.59	\$ 200,156.18	\$ (142,831.41)
W/S Main Replace	Ck. 162043	\$ 429,325.78	\$ 484,593.02	\$ 210,367.59	\$ 234,116.35	\$ 23,748.76
W/S Capital	Ck. 7609	\$ 61,327.76	\$ 65,427.82	\$ 63,995.41	\$ 63,132.14	\$ (863.27)
Central	Ck. 62618	\$ 19,714.84	\$ 12,013.52	\$ 10,994.36	\$ 11,186.99	\$ 192.63
Infrastructure	Ck. 140074	\$ 272,422.58	\$ 283,625.80	\$ 347,187.75	\$ 359,091.56	\$ 11,903.81
General Ck.	Ck. 9008	\$ 705,122.48	\$ 629,879.94	\$ 627,245.67	\$ 504,946.22	\$ (122,299.45)
Bond Redemption	Ck. 150649	\$ 1,097.23	\$ 1,097.47	\$ 5,668.10	\$ 5,678.04	\$ 9.94
CapEquipSinkFund	Ck. 164186	\$ 20,148.91	\$ 20,153.36	\$ 21,874.29	\$ 21,912.64	\$ 38.35
All Village Accounts		\$ 2,350,971.23	\$ 2,266,903.00	\$ 2,799,938.51	\$ 2,724,527.25	\$ (75,411.26)
Commission & Spec Accts	Number	03/31/2018	04/30/2019	03/31/2019	04/30/2019	
4th July	Ck. 102989	\$ 43,532.83	\$ 53,139.09	\$ 37,307.77	\$ 46,576.38	\$ 9,268.61
Builders Escrow	Ck. 130567	\$ 17,110.82	\$ 17,114.60	\$ 27,893.81	\$ 27,942.72	\$ 48.91
Beautification	Ck. 130834	\$ 1,415.10	\$ 1,615.43	\$ 609.24	\$ 610.31	\$ 1.07
Asset Forfeiture PD	Ck. 179752	\$ 2,097.88	\$ 2,098.34	\$ 2,110.61	\$ 2,114.31	\$ 3.70
Youth Commission	Ck. 135895	\$ 14,183.85	\$ 12,670.82	\$ 13,446.19	\$ 12,869.37	\$ (576.82)
Ehlers Fund	Ck. 179744	\$ 11,079.07	\$ 11,181.53	\$ 10,167.59	\$ 10,185.42	\$ 17.83
Nantucket Escrow	Ck. 153303	\$ 60,528.73	\$ 58,874.24	\$ 49,144.02	\$ 49,230.19	\$ 86.17
Newsletter	Ck. 153745	\$ 165.21	\$ 2,880.72	\$ 1,742.62	\$ 894.43	\$ (848.19)
Escrow 170 Ind.	Ck. 165891	\$ 34,878.24	\$ 34,885.94	\$ 35,090.01	\$ 35,151.54	\$ 61.53
Ribbon of Hope	Ck. 9900058259	\$ 2,762.15	\$ 1,036.15	\$ 285.85	\$ 285.85	\$ -
Tot Lot	Ck. 1000519325			\$ 15,500.00	\$ -	\$ (15,500.00)
Sesquicentennial	Ck. 1000519325			\$ 5,750.00	\$ 9,750.00	\$ 4,000.00
Commission & Spec Accts		\$ 187,753.88	\$ 195,496.86	\$ 199,047.71	\$ 195,610.52	\$ (3,437.19)
All Total		\$ 2,538,725.11	\$ 2,462,399.86	\$ 2,998,986.22	\$ 2,920,137.77	\$ (78,848.45)

First Community Checking Interest April 2019 - 2.0000%



Commission Bills / Non AP Payments
04/01/19 - 04/30/19

Date	Account	Num	Description	Memo	Amount
04/05/2019	4th July,ck102989	3387	Post Master	post office box fee	(40.00)
04/09/2019	4th July,ck102989	3388	Holland Printing	Redesign sponsorship letter	(75.00)
04/09/2019	4th July,ck102989	3389	First Community Bank	reimburse postage sponsor ltrs	(132.00)
4th July,ck102989 Total					(247.00)
04/01/2019	Central_ck62618	ACH	IPBC	Health Ins auto debit 04/2019	(28,521.95)
04/03/2019	Central_ck62618	ACH	Net Pay	Net Pay payroll 04/03/19	(37,218.83)
04/17/2019	Central_ck62618	ACH	Marcy Meyer	Village Officials pay, 4/2019	(1,061.00)
04/17/2019	Central_ck62618	32025	Diane Loitz	pzc payment, 04/2019	(83.11)
04/17/2019	Central_ck62618	32026	Frank Basile	village officials pay, 04/2019	(1,311.00)
04/17/2019	Central_ck62618	32027	Kevin Bouchard	pzc payment, 4/2019	(78.65)
04/17/2019	Central_ck62618	32028	William Hearn	pzc payment, 4/2019	(78.65)
04/17/2019	Central_ck62618	32029	Robert Heim	pzc paymnet, 4/2019	(91.77)
04/17/2019	Central_ck62618	32030	Todd Kraus	Village Officials pay, 4/2019	(1,385.25)
04/17/2019	Central_ck62618	32031	Jonathan J. Kypuros	village officials pay, 4/2019	(1,311.00)
04/17/2019	Central_ck62618	32032	Stacy Mazurek	Village Officials pay, 4/2019	(1,311.00)
04/17/2019	Central_ck62618	32033	George Schuitema	pcz payment, 4/2019	(69.26)
04/17/2019	Central_ck62618	32034	Phillip Serviss	pcz payment, 4/2019	(52.44)
04/17/2019	Central_ck62618	32035	Greg Szymanski	Village President Pay, 4/2019	(1,841.29)
04/17/2019	Central_ck62618	32036	Scott Wehling	Village officials pay, 4/2019	(1,311.00)
04/17/2019	Central_ck62618	ACH	Net Pay	Net Pay payroll 04/17/19	(37,241.53)
Central_ck62618 Total					(112,967.73)
04/01/2019	General,ck9008	ACH	Humana Dental	dental insurance	(1,406.02)
04/03/2019	General,ck9008	ACH	Illinois State Disbursement Unit	Little - 04/03/19 payroll	(1,200.00)
04/05/2019	General,ck9008	ACH	Fed Payroll Taxes	Fed w/h, ss, med payroll 04/03/19	(14,413.42)
04/05/2019	General,ck9008	ACH	State Of Illinois	IL w/h tax payroll 04/03/19	(2,494.15)
04/09/2019	General,ck9008	24090	Operating Engineers Local 399	PW & Clerical Union Dues	(106.50)
04/10/2019	General,ck9008	ACH	IMRF	Retirement contribution March 2019	(9,305.59)
04/17/2019	General,ck9008	ACH	Illinois State Disbursement Unit	Little - 04/17/19 payroll	(1,200.00)
04/19/2019	General,ck9008	ACH	Fed Payroll Taxes	Fed w/h, ss, med payroll 04/17/19	(15,914.17)
04/19/2019	General,ck9008	ACH	State Of Illinois	IL w/h tax payroll 04/17/19	(2,888.36)
04/22/2019	General,ck9008	24092	AFLAC	Aflac suplimental ins	(260.54)
04/22/2019	General,ck9008	24093	Icma	302933 deferred comp.deducts	(200.00)
04/24/2019	General,ck9008	24094	VSP Of Illinois	vision ins	(250.20)
04/25/2019	General,ck9008	ACH	IDES	unemployment ins. 1st qtr 2019	(5,088.97)
04/26/2019	General,ck9008	24095	Teamsters Union Local # 700	p.d. union dues	(376.22)
04/29/2019	General,ck9008	24096	NCPERS Group Life Ins.	supp. life ins., 4725052019	(48.00)
General,ck9008 Total					(55,152.14)
04/15/2019	Infrastructure,ck1400	ACH	First Community Bank	loan payment	(2,640.98)
Infrastructure,ck140074 Total					(2,640.98)
04/02/2019	Joint Fuel,ck70041	1369	Heritage FS	Inv. 36000761	(2,495.73)
04/03/2019	Joint Fuel,ck70041	1370	Washington Township	Monthly internet and electric	(100.00)
04/03/2019	Joint Fuel,ck70041	TXFR	Village Of Beecher	Administrative duties	(300.00)
04/05/2019	Joint Fuel,ck70041	1371	Heritage FS	Inv. 36000789	(1,123.34)
04/10/2019	Joint Fuel,ck70041	1372	Heritage FS	Inv. 36000819	(1,842.72)
04/18/2019	Joint Fuel,ck70041	1373	Heritage FS	Inv. 36000859	(2,614.92)
04/24/2019	Joint Fuel,ck70041	1374	Heritage FS	Inv. 36000907	(2,355.06)
04/29/2019	Joint Fuel,ck70041	1375	Heritage FS	Inv. 36000964 & 973	(3,222.36)
Joint Fuel,ck70041 Total					(14,054.13)
04/09/2019	Newsletter,ck153745	1052	Village Of Beecher	Transfer sesqui money to Midland	(8,250.00)
04/10/2019	Newsletter,ck153745	1053	Washington Township	40% of spring newsletter ads	(1,400.00)
04/23/2019	Newsletter,ck153745	1054	Beecher Postmaster	spring newsletter 2019	(413.10)
04/24/2019	Newsletter,ck153745	1055	Village Of Beecher	transfer sesquicentennial money	(1,000.00)
04/25/2019	Newsletter,ck153745	1056	One Step	spring newsletter printing	(2,545.67)
Newsletter,ck153745 Total					(13,608.77)
04/03/2019	O & M,ck9210	8211	John Hernandez	Pay Per WWTP Contract - 04/03/19	(1,346.15)

04/09/2019	O & M,ck9210	8212	Operating Engineers Local 399	PW & Clerical Union Dues	(368.75)
04/10/2019	O & M,ck9210	ACH	IMRF	Retirement contribution March 2019	(3,343.91)
04/17/2019	O & M,ck9210	24091	John Hernandez	Pay Per WWTP Contract - 04/17/19	(1,346.15)
04/17/2019	O & M,ck9210	ACH	Credit Card Charges	fees for March Credit Card payments	(4.18)
04/22/2019	O & M,ck9210	8213	lcma	302933 deferred comp.deducts	(1,408.51)
	O & M,ck9210 Total				(7,817.65)
04/05/2019	Refuse,ck59692	787	Star / A&J Disposal	pick up, March 2019,#11-28728	(26,314.50)
	Refuse,ck59692 Total				(26,314.50)
04/10/2019	Sesqui-Tot Lot,ck1000	1001	Nutoys Leisure Products	Tot Lot Playground Equipment	(15,500.00)
	Sesqui-Tot Lot,ck1000519325 Total				(15,500.00)
04/02/2019	W-S Capital,ck7609	303	IHC Construction Companies	wastewater treatment plant	(551,125.16)
04/02/2019	W-S Capital,ck7609	304	Baxter & Woodman	Inv. 0204415 WWTP	(28,508.98)
04/25/2019	W-S Capital,ck7609	306	IHC Construction Companies	wastewater treatment plant	(1,887,853.61)
04/25/2019	W-S Capital,ck7609	307	Baxter & Woodman	Inv. 0204935	(34,748.26)
	W-S Capital,ck7609 Total				(2,502,236.01)
04/02/2019	Youth Comm.,ck1358	1408	Tom Mondello	Aurellios Pizza - Mom/Son dance	(600.00)
	Youth Comm.,ck135895 Total				(600.00)
	Grand Total				(2,751,138.91)

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Operating Revenue				
01-00-311 REAL ESTATE TAX	0.00	952,040.47	969,716.00	17,675.53
01-00-321 LIQUOR LICENSES	0.00	7,377.00	12,900.00	5,523.00
01-00-323 BUSINESS LICENSES	0.00	420.00	3,050.00	2,630.00
01-00-324 ANIMAL LICENSES	1,845.00	8,795.00	8,960.00	165.00
01-00-325 CONTRACTOR'S LICENSES	1,200.00	11,650.00	17,650.00	6,000.00
01-00-326 AMUSEMENT DEVICE LICENSES	0.00	1,755.00	1,250.00	(505.00)
01-00-327 VIDEO GAMING TAX	5,420.18	62,944.63	59,032.00	(3,912.63)
01-00-331 BUILDING PERMITS	1,881.17	37,887.82	49,706.00	11,818.18
01-00-332 RE-INSPECTION FEES	0.00	0.00	100.00	100.00
01-00-333 PARK IMPACT FEES	0.00	5,398.00	0.00	(5,398.00)
01-00-341 STATE INCOME TAX	26,199.02	381,130.04	417,592.00	36,461.96
01-00-343 REPLACEMENT TAX	240.34	3,732.72	4,700.00	967.28
01-00-345 SALES TAX	48,718.57	442,630.24	445,764.00	3,133.76
01-00-347 STATE USE TAX	15,753.17	119,744.55	106,502.00	(13,242.55)
01-00-352 IPRF GRANT - PPE FOR PW	0.00	0.00	0.00	0.00
01-00-353 E 9-1-1 GRANT	0.00	0.00	1,500.00	1,500.00
01-00-354 DCEO GRANT - BALLFIELD LIGHTS	0.00	0.00	0.00	0.00
01-00-355 GRANTS	0.00	0.00	0.00	0.00
01-00-359 INTERGOVERNMENTAL REVENUES	0.00	35,893.48	42,119.00	6,225.52
01-00-361 COURT FINES	70.00	30,863.41	43,952.00	13,088.59
01-00-362 LOCAL ORDINANCE FINES	25.00	6,700.00	9,900.00	3,200.00
01-00-363 TOWING FEES	3,000.00	17,000.00	17,000.00	0.00
01-00-381 INTEREST INCOME	1,055.33	4,964.88	1,610.00	(3,354.88)
01-00-382 TELECOMM/EXCISE TAX	7,017.79	79,675.57	90,000.00	10,324.43
01-00-383 FRANCHISE FEES - CATV	0.00	72,677.22	75,135.00	2,457.78
01-00-384 REIMBURSEMENTS - ENGINEERING	0.00	0.00	9,000.00	9,000.00
01-00-386 MOSQUITO ABATEMENT FEES	2,113.06	19,571.94	20,376.00	804.06
01-00-387 FINGERPRINT FEES	0.00	410.00	600.00	190.00
01-00-389 MISCELLANEOUS INCOME	49.00	15,182.18	15,900.00	717.82
01-00-392 FIXED ASSET SALES	0.00	0.00	500.00	500.00
01-00-393 INTERFUND OPERATING TRANS	0.00	25,418.00	125,418.00	100,000.00
01-00-396 RESERVE CASH	0.00	0.00	127,000.00	127,000.00
01-00-397 ENCUMBERANCES	0.00	0.00	30,800.00	30,800.00
Total Operating Revenue	\$114,587.63	\$2,343,862.15	\$2,707,732.00	\$363,869.85
Total Revenue	\$114,587.63	\$2,343,862.15	\$2,707,732.00	\$363,869.85
Operating Expense				
01-01-441 ELECTED OFFICIALS SALARIES	0.00	11,450.00	22,900.00	11,450.00
01-01-442 APPT OFFICIALS SALARIES	0.00	0.00	17,500.00	17,500.00
01-01-461 SOCIAL SECURITY	0.00	875.92	2,700.00	1,824.08
01-01-552 TELEPHONE	0.00	560.00	560.00	0.00
01-01-561 DUES AND PUBLICATIONS	70.00	7,560.23	8,205.00	644.77
01-01-565 CONFERENCES	576.67	5,444.78	8,000.00	2,555.22
01-01-566 MEETING EXPENSES	32.34	203.58	250.00	46.42
01-02-441 APPOINTED OFFICIALS SALARIES	0.00	0.00	1,440.00	1,440.00
01-02-442 FICA	0.00	0.00	110.00	110.00
01-02-533 ENGINEERING SERVICES	0.00	822.50	9,000.00	8,177.50
01-02-535 PLANNING SERVICES	0.00	11,318.17	13,000.00	1,681.83
01-02-561 DUES AND PUBLICATIONS	0.00	167.02	175.00	7.98
01-02-566 MEETING EXPENSES	0.00	0.00	0.00	0.00
01-03-421 SALARIES FULL-TIME	7,537.84	91,613.12	99,242.00	7,628.88
01-03-451 HEALTH INSURANCE	2,008.43	22,199.95	24,419.00	2,219.05
01-03-461 SOCIAL SECURITY	576.65	7,008.41	7,592.00	583.59

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01-03-462 IMRF	573.63	9,370.76	10,688.00	1,317.24
01-03-532 AUDITING SERVICES	0.00	8,300.00	9,150.00	850.00
01-03-534 LEGAL SERVICES	639.99	16,311.99	15,672.00	(639.99)
01-03-536 DATA PROCESSING SERVICES	891.46	4,150.00	4,150.00	0.00
01-03-539 CODIFICATION	0.00	1,339.00	1,500.00	161.00
01-03-551 POSTAGE	220.00	1,976.87	1,950.00	(26.87)
01-03-552 TELEPHONE	0.00	8,915.50	9,800.00	884.50
01-03-555 COPYING AND PRINTING	0.00	4,846.15	4,800.00	(46.15)
01-03-558 LEGAL NOTICES	50.00	3,080.00	2,860.00	(220.00)
01-03-561 DUES AND PUBLICATIONS	0.00	150.00	1,225.00	1,075.00
01-03-566 MEETING EXPENSES	0.00	34.77	250.00	215.23
01-03-567 PROFESSIONAL DEVELOPMENT	701.79	3,144.02	4,000.00	855.98
01-03-595 OTHER CONTRACTUAL SERV	135.00	135.00	600.00	465.00
01-03-651 OFFICE SUPPLIES	0.00	1,428.67	1,650.00	221.33
01-03-830 NEW EQUIPMENT	111.26	4,500.00	4,500.00	0.00
01-04-422 PART-TIME SALARIES	0.00	0.00	0.00	0.00
01-04-461 SOCIAL SECURITY	0.00	0.00	0.00	0.00
01-04-595 OTHER CONTRACTUAL SERVICES	506.37	19,969.62	39,506.00	19,536.38
01-05-421 APPOINTED OFFICIALS SALARIES	0.00	5,850.00	5,850.00	0.00
01-05-461 FICA	0.00	448.00	448.00	0.00
01-05-462 IMRF	0.00	644.00	644.00	0.00
01-05-512 MAINT SERVICE - EQUIP.	0.00	491.80	4,490.00	3,998.20
01-05-513 MAINT SERVICE - VEHICLES	0.00	4,015.77	2,500.00	(1,515.77)
01-05-563 TRAINING (ESDA)	0.00	0.00	900.00	900.00
01-05-566 MEETING EXPENSES	0.00	0.00	500.00	500.00
01-05-595 OTHER PROFESSIONAL SERVICES	0.00	0.00	2,500.00	2,500.00
01-05-652 FIELD SUPPLIES	0.00	1,667.78	1,500.00	(167.78)
01-05-669 SUPPLIES - OTHER	0.00	0.00	1,500.00	1,500.00
01-06-421 SALARIES FULL-TIME	46,669.18	546,548.14	593,961.00	47,412.86
01-06-422 SALARIES PART-TIME	8,805.00	90,935.40	91,034.00	98.60
01-06-423 OVERTIME	3,854.56	94,384.67	102,265.00	7,880.33
01-06-451 HEALTH INSURANCE	10,521.98	113,933.14	124,611.00	10,677.86
01-06-461 SOCIAL SECURITY	4,869.49	56,819.16	57,894.00	1,074.84
01-06-462 IMRF	4,255.71	69,366.46	79,819.00	10,452.54
01-06-471 UNIFORM ALLOWANCE	631.94	5,576.77	9,800.00	4,223.23
01-06-513 MAINT. SERVICE - VEHICLES	508.76	9,714.35	13,145.00	3,430.65
01-06-521 MAINT. SERVICE - EQUIP	891.50	10,545.76	16,230.00	5,684.24
01-06-534 LEGAL SERVICES	1,650.00	13,985.60	17,800.00	3,814.40
01-06-536 DATA PROCESSING SERVICES	873.76	4,534.64	6,000.00	1,465.36
01-06-549 OTHER PROFESSIONAL SERVICES	50.00	6,787.06	5,700.00	(1,087.06)
01-06-551 POSTAGE	330.00	575.04	950.00	374.96
01-06-552 TELEPHONE	0.00	6,363.49	8,000.00	1,636.51
01-06-555 COPYING AND PRINTING	0.00	1,757.66	2,400.00	642.34
01-06-556 DISPATCHING SERVICES	8,804.58	91,774.38	97,095.00	5,320.62
01-06-561 DUES AND PUBLICATIONS	115.00	4,918.00	9,040.00	4,122.00
01-06-563 TRAINING	2,310.00	5,399.20	8,990.00	3,590.80
01-06-566 MEETING EXPENSES	0.00	972.83	1,010.00	37.17
01-06-567 PROFESSIONAL DEVELOPMENT	941.40	941.40	3,000.00	2,058.60
01-06-613 MAINT. SUPPLIES - VEHICLES	2,765.88	2,804.58	3,520.00	715.42
01-06-651 OFFICE SUPPLIES	252.89	1,992.90	2,400.00	407.10
01-06-652 FIELD SUPPLIES	2,786.64	8,742.62	16,000.00	7,257.38
01-06-656 UNLEADED FUEL	2,032.85	27,765.45	33,000.00	5,234.55
01-06-830 NEW EQUIPMENT	2,820.00	2,820.00	5,847.00	3,027.00
01-06-840 NEW VEHICLE	0.00	39,751.47	39,752.00	0.53
01-06-929 MISC EXPENSES	0.00	0.00	100.00	100.00
01-07-538 MOSQUITO ABATEMENT SERV	0.00	3,288.32	3,500.00	211.68

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01 - GENERAL ACCOUNT				
01-07-595 OTHER CONTRACTUAL SERV	0 00	1,485.00	1,900.00	415.00
01-08-421 SALARIES FULL-TIME	12,457.22	104,455.88	109,461.00	5,005.12
01-08-422 SALARIES PART-TIME	0 00	0.00	0 00	0 00
01-08-423 OVERTIME	404 78	7,285.89	12,456.00	5,170.11
01-08-451 HEALTH INSURANCE	2,798.23	25,195.62	29,107.00	3,911.38
01-08-461 SOCIAL SECURITY	943 94	8,172.18	9,327.00	1,154.82
01-08-462 IMRF	843 99	10,272.53	13,131.00	2,858.47
01-08-471 UNIFORM ALLOWANCE	368.59	1,791.91	2,000.00	208.09
01-08-512 MAINT. SERVICE - EQUIPMENT	0 00	1,804.55	2,300.00	495.45
01-08-513 MAINT. SERVICE - VEHICLES	353 39	13,975.89	13,750.00	(225.89)
01-08-514 MAINT. SERVICE - STREET	1,428.73	14,991.53	17,300.00	2,308.47
01-08-516 MAINT. SERVICE - STREET LIGHT	0 00	133.65	180.00	46.35
01-08-533 ENGINEERING	0 00	2,900.00	2,900.00	0 00
01-08-572 STREET LIGHTING	12,125.01	106,018.57	126,240.00	20,221.43
01-08-576 RENTALS	541 43	7,044.40	9,763.00	2,718.60
01-08-612 MAINT. SUPPLIES EQUIPMENT	0 00	2,621.85	2,800.00	178.15
01-08-613 MAINT. SUPPLIES - VEHICLES	0 00	3,465.80	3,500.00	34.20
01-08-614 MAINT. SUPPLIES - STREET	2,706.31	18,834.23	30,675.00	11,840.77
01-08-653 SMALL TOOLS	0 00	332.98	500.00	167.02
01-08-656 UNLEADED FUEL	1,827.14	24,450.32	26,500.00	2,049.68
01-08-830 CAPITAL OUTLAY- EQUIP.	0 00	7,000.00	7,000.00	0 00
01-09-511 MAINT. SERVICE - BUILDING	500 00	9,953.97	10,200.00	246.03
01-09-611 MAINT. SUPPLIES - BUILDING	111 75	197.12	990.00	792.88
01-09-654 JANITORIAL SUPPLIES	0 00	519.81	1,000.00	480.19
01-09-820 BUILDING	320 00	10,974.05	12,300.00	1,325.95
01-09-821 DEPOT RENT	0 00	2,083.06	2,086.00	2.94
01-10-820 CAPITAL OUTLAY - BUILDING	0 00	98,860.54	100,000.00	1,139.46
01-10-860 CAPITAL OUTLAY-INFRASTRUCT.	9,283.75	36,564.89	120,000.00	83,435.11
01-11-451 HEALTH INSURANCE	(17.92)	11,579.15	11,084.00	(495.15)
01-11-453 UNEMPLOYMENT INSURANCE	0 00	2,357.96	9,984.00	7,626.04
01-11-592 COMPREHENSIVE INSURANCE	0 00	60,771.00	60,771.00	0 00
01-11-595 OTHER CONTRACTUAL SERV	0 00	239.40	624.00	384.60
01-11-730 FISCAL AGENT FEES	0 00	0 00	350.00	350.00
01-11-914 SALES TAX REIMBURSEMENTS	30,727.92	123,135.49	124,818.00	1,682.51
01-11-915 PROPERTY TAX REIMB	0 00	4,188.68	4,657.00	468.32
01-11-951 CAPITAL RESERVE CONTRIB.	0 00	0 00	0 00	0 00
01-11-953 INTERFUND TRANSFERS	0 00	0 00	0 00	0 00
01-11-954 INTERFUND TRANS- GO BOND ACCT	0 00	87,295.00	87,295.00	0 00
01-11-955 INTERFUND TRANS-CAP EQUIP	0 00	13,654.00	13,654.00	0 00
01-11-956 INTERFUND TRANS-PARK	0 00	0 00	0 00	0 00
01-13-422 SALARIES PART-TIME	0 00	4,400.00	6,504.00	2,104.00
01-13-461 SOCIAL SECURITY	0 00	336.60	496.00	159.40
01-13-515 MAINT SERVICE - PARKS	952 00	9,107.00	9,400.00	293.00
01-13-571 ELECTRIC POWER	158 16	1,708.77	3,140.00	1,431.23
01-13-595 CONTRACTUAL SERVICES	0 00	1,972.50	2,800.00	827.50
01-13-614 MAINT SUPPLIES - PARKS	521.50	3,216.00	3,700.00	484.00
Total Operating Expense	\$200,728.47	\$2,328,339.64	\$2,707,732.00	\$379,392.36
Total Expense	\$200,728.47	\$2,328,339.64	\$2,707,732.00	\$379,392.36
Excess Revenue Over Expenses	(\$86,140.84)	\$15,522.51	\$0.00	(\$15,522.51)

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11 - CAPITAL EQUIPMENT SINKING FUND				
Operating Revenue				
11-00-381 INTEREST INCOME	34.70	121.11	0.00	(121.11)
11-00-392 PROCEEDS - FIXED ASSET SALES	0.00	7,600.00	0.00	(7,600.00)
11-00-393 INTERFUND TRANSFERS	0.00	35,422.00	35,422.00	0.00
11-00-396 RESERVE CASH	0.00	0.00	6,078.00	6,078.00
11-00-397 ENCUMBERANCES	0.00	0.00	0.00	0.00
Total Operating Revenue	\$34.70	\$43,143.11	\$41,500.00	(\$1,643.11)
Total Revenue	\$34.70	\$43,143.11	\$41,500.00	(\$1,643.11)
Operating Expense				
11-11-830 CAPITAL OUTLAY - EQUIPMENT	0.00	41,422.18	41,500.00	77.82
11-11-961 CAPITAL RESERVE CONTRIBUTION	0.00	0.00	0.00	0.00
Total Operating Expense	\$0.00	\$41,422.18	\$41,500.00	\$77.82
Total Expense	\$0.00	\$41,422.18	\$41,500.00	\$77.82
Excess Revenue Over Expenses	\$34.70	\$1,720.93	\$0.00	(\$1,720.93)

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12 - REFUSE ACCOUNT				
Operating Revenue				
12-00-377 REFUSE CHARGES	33,952.49	323,857.77	334,917.00	11,059.23
12-00-381 INTEREST INCOME	91.26	376.53	0.00	(376.53)
12-00-389 MISCELLANEOUS INCOME	93.75	2,840.10	8,000.00	5,159.90
12-00-396 RESERVE CASH	0.00	0.00	3,987.00	3,987.00
Total Operating Revenue	\$34,137.50	\$327,074.40	\$346,904.00	\$19,829.60
Total Revenue	\$34,137.50	\$327,074.40	\$346,904.00	\$19,829.60
Operating Expense				
12-07-573 REFUSE DISPOSAL	26,314.50	294,580.73	313,486.00	18,905.27
12-07-578 YARD WASTE BAGS	0.00	829.50	8,000.00	7,170.50
12-07-953 INTERFUND OPERAT TRANS	0.00	25,418.00	25,418.00	0.00
Total Operating Expense	\$26,314.50	\$320,828.23	\$346,904.00	\$26,075.77
Total Expense	\$26,314.50	\$320,828.23	\$346,904.00	\$26,075.77
Excess Revenue Over Expenses	\$7,823.00	\$6,246.17	\$0.00	(\$6,246.17)

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
14 - MFT ACCOUNT				
Operating Revenue				
14-00-344 MOTOR FUEL TAX	8,601.35	102,756.42	111,678.00	8,921.58
14-00-381 INTEREST	177.32	687.70	100.00	(587.70)
14-00-384 SAFE ROUTES TO SCHOOL GRANT	0.00	0.00	0.00	0.00
14-00-385 FEDERAL STP - PENFIELD REIMB	0.00	0.00	0.00	0.00
14-00-389 MISC INCOME -SPECIAL MFT PMT	0.00	0.00	0.00	0.00
14-00-396 MFT RESERVE CASH	0.00	0.00	70,082.00	70,082.00
14-00-397 ENCUMBRANCES	0.00	0.00	0.00	0.00
Total Operating Revenue	\$8,778.67	\$103,444.12	\$181,860.00	\$78,415.88
Total Revenue	\$8,778.67	\$103,444.12	\$181,860.00	\$78,415.88
Operating Expense				
14-08-533 ENGINEERING	0.00	19,384.98	80,825.00	61,440.02
14-08-614 MAINT. SUPPLIES - STREET	6,449.11	70,533.86	65,791.00	(4,742.86)
14-10-711 DEBT SERVICE - 2006 INSTALL	0.00	0.00	0.00	0.00
14-10-860 CAPITAL OUTLAY-INFRASTRUCTURE	0.00	3,766.43	35,244.00	31,477.57
14-10-861 CAPITAL PROJECTS	0.00	0.00	0.00	0.00
14-10-951 RESERVE CONTRIBUTION	0.00	0.00	0.00	0.00
Total Operating Expense	\$6,449.11	\$93,685.27	\$181,860.00	\$88,174.73
Total Expense	\$6,449.11	\$93,685.27	\$181,860.00	\$88,174.73
Excess Revenue Over Expenses	\$2,329.56	\$9,758.85	\$0.00	(\$9,758.85)

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16 - JOINT FUEL ACCOUNT				
Operating Revenue				
16-00-358 FUEL FUND REIMBURSEMENTS	13,980.49	174,563.94	208,190.00	33,626.06
16-00-381 INTEREST	59.51	219.26	0.00	(219.26)
16-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
Total Operating Revenue	\$14,040.00	\$174,783.20	\$208,190.00	\$33,406.80
Total Revenue	\$14,040.00	\$174,783.20	\$208,190.00	\$33,406.80
Operating Expense				
16-12-577 FUEL PAYMENTS	13,848.41	178,912.55	208,190.00	29,277.45
16-12-820 CAPITAL OUTLAY-EQUIP	0.00	0.00	0.00	0.00
Total Operating Expense	\$13,848.41	\$178,912.55	\$208,190.00	\$29,277.45
Total Expense	\$13,848.41	\$178,912.55	\$208,190.00	\$29,277.45
Excess Revenue Over Expenses	\$191.59	(\$4,129.35)	\$0.00	\$4,129.35

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
18 - G.O. BOND REDEMPTION FUND				
Operating Revenue				
18-00-381 INTEREST INCOME	8.99	56.32	0.00	(56.32)
18-00-393 INTERFUND OPERATING TRANS	0.00	78,161.81	87,295.00	9,133.19
18-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
Total Operating Revenue	\$8.99	\$78,218.13	\$87,295.00	\$9,076.87
Total Revenue	\$8.99	\$78,218.13	\$87,295.00	\$9,076.87
Operating Expense				
18-00-710 PRINCIPAL & INTEREST	0.00	73,647.50	87,295.00	13,647.50
18-00-820 BUILDING	0.00	0.00	0.00	0.00
Total Operating Expense	\$0.00	\$73,647.50	\$87,295.00	\$13,647.50
Total Expense	\$0.00	\$73,647.50	\$87,295.00	\$13,647.50
Excess Revenue Over Expenses	\$8.99	\$4,570.63	\$0.00	(\$4,570.63)

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19 - PUBLIC INFRASTRUCTURE ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
Operating Revenue				
19-00-346 1/2% INFRASTRUCTURE SALES TAX	11,576.62	143,352.54	144,110.00	757.46
19-00-355 STP GRANT- NEW TRAFFIC SIGNAL	0.00	0.00	0.00	0.00
19-00-356 PENFIELD ST STP PE II REIMB	0.00	0.00	310,000.00	310,000.00
19-00-381 INTEREST INCOME	545.88	1,892.70	500.00	(1,392.70)
19-00-393 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
19-00-394 LOAN PROCEEDS - ENG INFRA	0.00	0.00	0.00	0.00
19-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
Total Operating Revenue	\$12,122.50	\$145,245.24	\$454,610.00	\$309,364.76
Total Revenue	\$12,122.50	\$145,245.24	\$454,610.00	\$309,364.76
Operating Expense				
19-19-533 ENGINEERING	0.00	7,293.51	352,918.00	345,624.49
19-19-711 DEBT SERV-2014 STP ENGIN LOAN	2,640.98	29,050.78	31,692.00	2,641.22
19-19-861 CAPITAL OUTLAY - INFRA.	0.00	45,339.00	70,000.00	24,661.00
19-19-952 CAPITAL RESERVE CONTRIB.	0.00	0.00	0.00	0.00
19-19-953 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
Total Operating Expense	\$2,640.98	\$81,683.29	\$454,610.00	\$372,926.71
Total Expense	\$2,640.98	\$81,683.29	\$454,610.00	\$372,926.71
Excess Revenue Over Expenses	\$9,481.52	\$63,561.95	\$0.00	(\$63,561.95)

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51 - WATER ACCOUNT				
Operating Revenue				
51-00-371 WATER CHARGES	70,604.92	701,737.51	728,903.00	27,165.49
51-00-375 WATER SERVICE CONNECTION FEES	740.00	10,653.85	10,000.00	(653.85)
51-00-381 INTEREST INCOME	422.86	1,414.27	340.00	(1,074.27)
51-00-387 RENTAL INCOME	225.00	2,475.00	2,700.00	225.00
51-00-389 MISCELLANEOUS INCOME	4,483.00	6,283.00	3,900.00	(2,383.00)
51-00-393 INTERFUND TRANS FROM GENERAL	0.00	0.00	0.00	0.00
51-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
Total Operating Revenue	\$76,475.78	\$722,563.63	\$745,843.00	\$23,279.37
Total Revenue	\$76,475.78	\$722,563.63	\$745,843.00	\$23,279.37
Operating Expense				
51-20-421 SALARIES FULL-TIME	13,780.68	194,715.35	222,854.00	28,138.65
51-20-422 SALARIES PART-TIME	0.00	16,808.00	11,200.00	(5,608.00)
51-20-423 SALARIES OVERTIME	175.05	10,552.80	10,262.00	(290.80)
51-20-451 HEALTH INSURANCE	3,152.75	32,840.01	31,916.00	(924.01)
51-20-461 SOCIAL SECURITY	1,057.73	16,562.42	19,639.00	3,076.58
51-20-462 IMRF	1,310.65	19,957.25	26,442.00	6,484.75
51-20-471 UNIFORMS	0.00	175.84	200.00	24.16
51-20-513 MAINT. SERVICE- VEHICLES	0.00	4,500.00	4,500.00	0.00
51-20-517 MAINT. SERVICE - WATER SYSTEM	3,533.10	36,071.57	36,500.00	428.43
51-20-532 AUDIT	0.00	5,000.00	5,000.00	0.00
51-20-533 ENGINEERING	0.00	0.00	0.00	0.00
51-20-534 LEGAL SERVICES	0.00	4,200.00	4,200.00	0.00
51-20-536 DATA PROCESSING SERVICES	1,050.33	3,364.26	3,500.00	135.74
51-20-537 LABORATORY ANALYSIS	406.00	5,463.09	5,550.00	86.91
51-20-551 POSTAGE	213.01	1,710.97	2,400.00	689.03
51-20-552 TELEPHONE	0.00	857.75	1,680.00	822.25
51-20-553 LEASED CONTROL LINES	0.00	1,035.68	2,280.00	1,244.32
51-20-561 DUES AND PUBLICATIONS	0.00	508.56	975.00	466.44
51-20-563 TRAINING	456.49	4,190.49	5,400.00	1,209.51
51-20-565 CONFERENCES	0.00	0.00	0.00	0.00
51-20-571 ELECTRIC POWER	1,899.32	24,981.29	31,653.00	6,671.71
51-20-592 COMPREHENSIVE INSURANCE	0.00	34,660.00	34,660.00	0.00
51-20-595 OTHER PROFESSIONAL SERVICES	0.00	950.00	900.00	(50.00)
51-20-611 MAINT. SUPPLIES - BUILDING	0.00	83.64	350.00	266.36
51-20-616 MAINT. SUPPLIES-WATER SYSTEM	2,846.68	40,995.15	58,427.00	17,431.85
51-20-651 OFFICE SUPPLIES	178.27	1,710.65	1,900.00	189.35
51-20-653 SMALL TOOLS	0.00	0.00	500.00	500.00
51-20-656 UNLEADED FUEL	0.00	0.00	0.00	0.00
51-20-657 DIESEL FUEL	0.00	0.00	600.00	600.00
51-20-659 CHEMICALS	0.00	30,661.56	35,885.00	5,223.44
51-20-830 CAPITAL OUTLAY - EQUIPMENT	0.00	2,566.00	15,483.00	12,917.00
51-20-953 INTERFUND TRANS	0.00	90,717.00	170,987.00	80,270.00
Total Operating Expense	\$30,060.06	\$585,839.33	\$745,843.00	\$160,003.67
Total Expense	\$30,060.06	\$585,839.33	\$745,843.00	\$160,003.67
Excess Revenue Over Expenses	\$46,415.72	\$136,724.30	\$0.00	(\$136,724.30)

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52 - SEWER ACCOUNT				
Operating Revenue				
52-00-372 SEWER CHARGES	48,145.60	466,056.08	494,233.00	28,176.92
52-00-373 LIFT STATION CHARGES	1,151.81	11,289.74	12,900.00	1,610.26
52-00-374 DEBT SERVICES CHARGES	11,231.31	104,697.36	110,820.00	6,122.64
52-00-381 INTEREST INCOME	0.00	0.00	0.00	0.00
52-00-389 MISC. INCOME	0.00	900.00	3,600.00	2,700.00
52-00-393 TRANSFER FROM WATER FUND	0.00	0.00	0.00	0.00
52-00-396 RESERVE CASH-SEWER FUND	0.00	0.00	0.00	0.00
52-23-393 TRANS FROM SEWER FUND	0.00	0.00	0.00	0.00
Total Operating Revenue	\$60,528.72	\$582,943.18	\$621,553.00	\$38,609.82
Total Revenue	\$60,528.72	\$582,943.18	\$621,553.00	\$38,609.82
Operating Expense				
52-21-421 SALARIES FULL-TIME	13,198.62	165,656.62	167,392.00	1,735.38
52-21-422 SALARIES PART-TIME	0.00	0.00	0.00	0.00
52-21-423 OVERTIME	735.37	9,774.81	11,400.00	1,625.19
52-21-451 HEALTH INSURANCE	2,492.20	31,207.79	30,281.00	(926.79)
52-21-461 SOCIAL SECURITY	1,055.77	13,287.47	13,678.00	390.53
52-21-462 IMRF	1,175.43	17,437.26	19,256.00	1,818.74
52-21-471 UNIFORM ALLOWANCE	0.00	3,778.57	4,500.00	721.43
52-21-512 MAINT. SERVICE - EQUIPMENT	0.00	8,000.00	8,000.00	0.00
52-21-513 MAINT. SERVICE - VEHICLES	0.00	1,900.00	1,900.00	0.00
52-21-518 MAINT SERVICE SEWER SYSTEM	0.00	3,024.00	17,842.00	14,818.00
52-21-532 AUDIT	0.00	5,000.00	5,000.00	0.00
52-21-533 ENGINEERING	0.00	920.00	1,000.00	80.00
52-21-534 LEGAL SERVICES	1,022.51	4,200.00	4,200.00	0.00
52-21-536 DATA PROCESSING SERVICES	0.00	5,267.52	5,300.00	32.48
52-21-537 LABORATORY ANALYSIS	0.00	8,013.37	7,207.00	(806.37)
52-21-549 OTHER PROFESSIONAL SERVICES	0.00	827.71	1,650.00	822.29
52-21-551 POSTAGE	213.01	1,235.95	1,500.00	264.05
52-21-552 TELEPHONE	0.00	508.29	1,920.00	1,411.71
52-21-562 IEPA PERMIT FEES	0.00	18,500.00	18,500.00	0.00
52-21-563 TRAINING	125.01	125.01	3,900.00	3,774.99
52-21-571 ELECTRICAL POWER	3,476.01	51,876.44	65,588.00	13,711.56
52-21-574 NATURAL GAS	629.88	6,614.99	5,900.00	(714.99)
52-21-592 COMPREHENSIVE INSURANCE	0.00	34,660.00	34,660.00	0.00
52-21-595 OTHER PROFESSIONAL SERV	2,692.30	37,657.69	45,000.00	7,342.31
52-21-611 MAINT. SUPPLIES - BUILDING	0.00	500.00	500.00	0.00
52-21-612 MAINT. SUPPLIES - EQUIPMENT	0.00	1,706.45	2,700.00	993.55
52-21-617 MAINT. SUPPLIES-SEWER SYSTEM	0.00	1,764.83	2,400.00	635.17
52-21-651 OFFICE SUPPLIES	0.00	462.00	900.00	438.00
52-21-653 SMALL TOOLS	0.00	0.00	0.00	0.00
52-21-657 DIESEL FUEL	0.00	0.00	0.00	0.00
52-21-830 CAPITAL OUTLAY- EQUIPMENT	0.00	15,996.00	15,966.00	(30.00)
52-21-953 INTERFUND TRANS	0.00	12,673.00	123,493.00	110,820.00
52-22-953 INTERFUND TRANS (TO GENERAL)	0.00	0.00	0.00	0.00
Total Operating Expense	\$26,816.11	\$462,575.77	\$621,533.00	\$158,957.23
Total Expense	\$26,816.11	\$462,575.77	\$621,533.00	\$158,957.23
Excess Revenue Over Expenses	\$33,712.61	\$120,367.41	\$20.00	(\$120,347.41)

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53 - WATER & SEWER CAPITAL IMPR				
Operating Revenue				
53-00-381 INTEREST INCOME	0.00	0.00	0.00	0.00
53-21-350 IDOT GRANT-ILLIANA CORRIDOR PLANNIN	0.00	0.00	0.00	0.00
53-21-373 WATER TAP-INS	0.00	12,703.00	0.00	(12,703.00)
53-22-374 SEWER TAP-INS	0.00	27,387.00	0.00	(27,387.00)
53-22-381 INTEREST	383.09	771.30	0.00	(771.30)
53-22-393 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
53-22-394 LOAN PROCEEDS-IPEA WASTEWATER	0.00	2,144,556.73	10,000,000.00	7,855,443.27
53-22-396 RESERVE CASH - CAPITAL	0.00	0.00	92,300.00	92,300.00
53-22-397 ENCUMBRANCES	0.00	0.00	0.00	0.00
Total Operating Revenue	\$383.09	\$2,185,418.03	\$10,092,300.00	\$7,906,881.97
Total Revenue	\$383.09	\$2,185,418.03	\$10,092,300.00	\$7,906,881.97
Operating Expense				
53-21-517 MAINT SERV - WATER SYSTEM	0.00	0.00	2,500.00	2,500.00
53-21-616 METER REPLACEMENT PROGRAM	0.00	29,146.16	29,400.00	253.84
53-21-861 CAPITAL OUTLAY- INFRAS	0.00	1,893,705.22	9,370,000.00	7,476,294.78
53-22-518 MAINT SERV - SEWER SYSTEM	0.00	0.00	0.00	0.00
53-22-533 ENGINEERING	500.00	215,638.43	630,000.00	414,361.57
53-22-535 PLANNING SERVICES	159.16	2,155.97	6,000.00	3,844.03
53-22-595 OTHER PROFESSIONAL SERVICES	0.00	500.00	4,500.00	4,000.00
53-22-830 CAPITAL OUTLAY - EQUIPMENT	776.00	47,139.82	49,900.00	2,760.18
53-22-951 CAPITAL RESERVE CONTRIB	0.00	0.00	0.00	0.00
53-22-953 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
Total Operating Expense	\$1,435.16	\$2,188,285.60	\$10,092,300.00	\$7,904,014.40
Total Expense	\$1,435.16	\$2,188,285.60	\$10,092,300.00	\$7,904,014.40
Excess Revenue Over Expenses	(\$1,052.07)	(\$2,867.57)	\$0.00	\$2,867.57

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54 - WATER & SEWER DEBT SERVICE				
Operating Revenue				
54-21-393 TRANS FROM WATER FUND	0.00	0.00	10,116.00	10,116.00
54-22-336 UTILITY TAX	21,304.33	181,876.31	186,615.00	4,738.69
54-22-346 1/2% INFRA SALES TX	11,576.61	143,352.51	147,052.00	3,699.49
54-22-381 INTEREST INCOME	1,482.28	4,875.74	850.00	(4,025.74)
54-22-384 IEPA REIMBURSEMENT-ENGINEERING	0.00	633,417.50	0.00	(633,417.50)
54-22-391 1ST COMM BK-WWTP LOAN PROCEEDS	0.00	0.00	0.00	0.00
54-22-393 TRANSFER FROM WATER FUND	0.00	0.00	0.00	0.00
54-22-394 TRANSFER FROM SEWER FUND	0.00	0.00	110,820.00	110,820.00
54-22-395 TRANSFER FROM REFUSE FUND	0.00	0.00	0.00	0.00
54-22-396 RESERVE CASH	0.00	0.00	83,729.00	83,729.00
Total Operating Revenue	\$34,363.22	\$963,522.06	\$539,182.00	(\$424,340.06)
Total Revenue	\$34,363.22	\$963,522.06	\$539,182.00	(\$424,340.06)
Operating Expense				
54-21-533 ENGINEERING	0.00	36,626.38	5,000.00	(31,626.38)
54-21-711 2013 INSTALLMENT CONTRACT	0.00	79,850.71	79,865.00	14.29
54-22-712 2018 BALLOON LOAN	0.00	351,259.01	354,317.00	3,057.99
54-22-713 1996 IEPA LOAN	0.00	0.00	0.00	0.00
54-22-951 RESERVE CONTRIBUTION	0.00	0.00	0.00	0.00
54-22-953 INTERFUND TRANSFERS	0.00	0.00	100,000.00	100,000.00
54-23-716 WASH TWP BUILDING PMT	0.00	0.00	0.00	0.00
Total Operating Expense	\$0.00	\$467,736.10	\$539,182.00	\$71,445.90
Total Expense	\$0.00	\$467,736.10	\$539,182.00	\$71,445.90
Excess Revenue Over Expenses	\$34,363.22	\$495,785.96	\$0.00	(\$495,785.96)

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55 - WATERMAIN REPLACEMENT FUND				
Operating Revenue				
55-21-381 INTEREST INCOME	337.84	1,863.91	300.00	(1,563.91)
55-21-393 INTERFUND TRANS	0.00	81,622.00	151,776.00	70,154.00
55-21-394 LOAN PROCEEDS - IEPA DRINK WAT	0.00	0.00	0.00	0.00
55-21-396 RESERVE CASH	0.00	0.00	406,965.00	406,965.00
55-21-397 ENCUMBRANCES	0.00	0.00	0.00	0.00
Total Operating Revenue	\$337.84	\$83,485.91	\$559,041.00	\$475,555.09
Total Revenue	\$337.84	\$83,485.91	\$559,041.00	\$475,555.09
Operating Expense				
55-21-533 ENGINEERING	10,000.00	76,514.78	74,200.00	(2,314.78)
55-21-714 DEBT SERV - 2017 IEPA LOAN	0.00	65,303.98	90,041.00	24,737.02
55-21-861 CAPITAL OUTLAY-DUNBAR MAIN	39,350.00	261,607.18	394,800.00	133,192.82
55-21-862 CAPITAL OUTLAY-	0.00	0.00	0.00	0.00
55-22-951 CAPITAL RESERVE CONTRIBUTION	0.00	0.00	0.00	0.00
Total Operating Expense	\$49,350.00	\$403,425.94	\$559,041.00	\$155,615.06
Total Expense	\$49,350.00	\$403,425.94	\$559,041.00	\$155,615.06
Excess Revenue Over Expenses	(\$49,012.16)	(\$319,940.03)	\$0.00	\$319,940.03



Village of Beecher

Police Department

TO: Mayor and Village Board
Re: Monthly Report-April, 2019
From: Chief Gregory D. Smith

- **Community Contacts:**

Ofc. Tatgenhorst attended the Beecher High School Career Fair.

Beecher Police interacted with the senior citizens from Beecher Manner (Bingo).

- **Meetings, Training & Conferences:**

Chief Smith, Lt. Emerson and Ofc. Tatgenhorst participated in a Table Top Exercise for the RTF Drill held on April 19th.

Chief Smith & Lt. Emerson attended a preplanning meeting for the RTF Drill at the High School.

Beecher Police participated in the RTF Drill at the High School.

Chief Smith attended the Intergovernmental Committee meeting at the Township.

Lt. Emerson & Det. Leroy attended IVC update class

Gregory D, Smith
Chief of Police

Police
 Title
 Apr

				Current Total	Aggregate Total				
Driving under the influence of alcohol/drugs				2	8				
Driving with bac over .08				0	2				
Driving under the influence of drugs in urine				0	0				
Illegal transportation of alcohol				2	4				
Suspended registration				0	0				
Improper display of registration				1	2				
Improper use of registration				0	0				
Operation of uninsured motor vehicle				2	9				
No valid registration				2	6				
No valid drivers license				3	5				
Driving while license suspended or revoked				0	6				
Speeding				2	20				
Disobey traffic control device				2	3				
Seat belt violation				0	0				
Improper lane usage				2	5				
Improper passing				0	0				
Truck violation (size/weight/load)				6	10				
	Overweight		1						
	Overweight / registration		0						
	Overwidth / Overlength		3						
	No safety test		2						
	Permit Violation		0						
	No valid CDL		0						
Equipment violation				1	3				
Fail to yield - emergency vehicle				0	1				
Cell Phone Violation				1	2				
All others				1	4				
Total tickets				27	90				
Total violators				16	60				
%									
M/W	9	56%	26	44%	F/W	2	13%	8	13%
M/B	0	0%	3	1%	F/B	2	13%	9	15%
M/Hispanic	2	13%	9	16%	F/Hispanic	1	5%	4	6%
M/Other	0	0%	0	0%	F/Other	0	0%	1	1%
%									
Total White	11	69%	34	56%					
Total Black	2	12%	12	20%					
Total Hispanic	3	19%	13	22%					
Total Other	0	0%	1	2%					

April 2019 Tickets

Officer	Warnings	Citations	CL-Tickets	P-tickets	Compromise	Total
100	0	0	0	0	0	0
107	1	1	0	0	0	2
108	2	6	0	0	1	9
114	5	0	0	0	0	5
117	1	2	0	0	0	3
126	5	1	2	0	3	11
129	0	0	0	0	0	0
148	13	2	0	3	0	18
152	0	0	0	0	2	2
154	10	14	0	0	0	24
157	16	2	3	0	0	21
Totals	53	28	5	3	6	95

Beecher Police Department

Accidents by Location

4/1/2019 12:00:00 AM to 5/1/2019 12:00:00 AM

B1-19-0000088 - Control # 20190088	4/22/2019 12:19:00 PM	29870 S Marsh Hawk Way
		Inv. By: Waterman, Ann 129
1 - Driver	Witkowsky, Alexander	O - No Indication of Injury
2 - Parked - No Driver	KEMPF, GARY R JR	O - No Indication of Injury
B1-19-0000087 - Control # 20190087	4/22/2019 11:32:00 AM	712 Penfield St
		Inv. By: Little, William 126
1 - Driver	Proctor, Melba D	O - No Indication of Injury
2 - Parked - No Driver	Austin, Nicole M	O - No Indication of Injury
B1-19-0000080 - Control # 20190080	4/17/2019 3:15:00 PM	Rolling Pass Ln / Sky View Ln
		Inv. By: Little, William 126
1 - Driver	Pfeifer, Jack M	O - No Indication of Injury
B1-19-0000092 - Control # 20190092	4/25/2019 1:39:00 AM	S Dixie Hwy / Hunters Dr
		Inv. By: Little, William 126
1 - Driver	Garcia, Johnnie	O - No Indication of Injury
B1-19-0000097 - Control # 20190097	4/29/2019 3:55:00 AM	S Dixie Hwy / W Eagle Lake Rd
		Inv. By: Leroy, Andrew 117
1 - Driver	Helmick, Steven M	O - No Indication of Injury
1 - Driver	MARINO, BRANDON S	O - No Indication of Injury

Beecher Police Department
Case Report Summary
 4/1/2019 12:00:00 AM to 4/30/2019 11:59:59 PM

<u>Case Number</u>	<u>Subject</u>	<u>Date/Time</u>	<u>Case Report Location</u>	<u>Call for Service Location</u>	<u>Primary Officer</u>	<u>Offense</u>
B1-19-0000069	Warrant Arrest	4/1/2019 11:09:33 AM	1369 Dutch American Way	1369 Dutch American Way	Little, William #126	5081
B1-19-0000070	Criminal Sexual Assault	4/2/2019 10:13:06 AM	29709 S Yates	724 Penfield St	Leroy, Andrew #117	0260
B1-19-0000071	Retail Theft	4/4/2019 2:12:58 AM	1350 Dixie Hwy	1350 Dixie Hwy	Mazurek, Ronald #148	0860
B1-19-0000072	Criminal Sex Assault	4/4/2019 9:32:49 AM	281 Spring Cv	724 Penfield St	Leroy, Andrew #117	0260
B1-19-0000073	Assist Other Agency	4/7/2019 12:22:18 AM	643 Dixie Hwy Apt 1	643 Dixie Hwy Apt 1	Hopkins, Ryan #154	9004
B1-19-0000074	Welfare Check	4/8/2019 8:43:55 AM	276 Aspen Dr	276 Aspen Dr	Smith, Gregory #100	9798
B1-19-0000075	Assist State Police	4/11/2019 7:10:00 PM	W Corning Rd / S Dixie Hwy	W Corning Rd / S Dixie Hwy	Dacorte, Aaron #157	9003
B1-19-0000076	Battery	4/14/2019 9:40:05 AM	300 Timbers Bluff Trl	300 Timbers Bluff Trl	Emerson, Rick #108	0460
B1-19-0000077	Fraud	4/15/2019 10:51:30 AM	509 Dixie	724 Penfield St	Leroy, Andrew #117	1130
B1-19-0000078	EXPIRED D.L.	4/17/2019 2:48:56 AM	Dixie / W Church Rd	Dixie Hwy / W Church Rd	Hopkins, Ryan #154	2470
B1-19-0000079	Theft	4/17/2019 8:30:33 AM	256 E Sunset Blvd	256 E Sunset Blvd	Leroy, Andrew #117	6609
B1-19-0000080	Accident	4/17/2019 3:15:52 PM	Rolling Pass Ln / Sky View Ln	Rolling Pass Ln / Sky View Ln	Little, William #126	1130
B1-19-0000081	Fraud	4/17/2019 5:21:37 PM	634 Penfield St	724 Penfield St	Dacorte, Aaron #157	9607
B1-19-0000082	Suicidal Threat	4/17/2019 8:04:33 PM	1516 N Saddle Run Ln	1516 N Saddle Run Ln	Sipple, Roger #114	9357
B1-19-0000083	FIGHT	4/19/2019 2:58:53 PM	1201 Dixie Hwy	1201 Dixie Hwy	Leroy, Andrew #117	9357
B1-19-0000084	Assist Ambulance	4/19/2019 8:37:28 PM	1527 Somersat Dr	1527 Somersat Dr	Mazurek, Ronald #148	9357
B1-19-0000085	PCS/ DUI	4/20/2019 3:11:27 AM	Dixie @ Miller	500 Penfield St	Hopkins, Ryan #154	6614
						2020
						6653
						2430
						6608
B1-19-0000086	Check Fraud	4/20/2019 12:23:30 PM	300 Timbers Bluff Trl	300 Timbers Bluff Trl	Young, Jeffrey #107	1130
B1-19-0000087	Accident	4/22/2019 11:32:18 AM	712 Penfield St	712 Penfield St	Little, William #126	1130
B1-19-0000088	Accident	4/22/2019 12:19:32 PM	29870 S Marsh Hawk Way	29870 S Marsh Hawk Way	Waterman, Ann #129	1814
B1-19-0000089	Possession of Cannabis/Drug	4/22/2019 12:27:29 PM	538 Miller St	538 Miller St	Little, William #126	2171
B1-19-0000090	Theft over \$500.00	4/22/2019 10:35:59 PM	613 Chestnut Ln	613 Chestnut Ln	Sipple, Roger #114	0815
B1-19-0000091	School Crisis Intervention (Juvenile	4/23/2019 7:34:14 AM	101 E Church Rd	101 E Church Rd	Smith, Gregory #100	9638
B1-19-0000092	ACC - Accident	4/25/2019 1:31:30 PM	S Dixie Hwy / Hunters Dr	S Dixie Hwy / Hunters Dr	Tatgenhorst, Denis #152	2020
B1-19-0000093	Walk in at Station	4/25/2019 4:07:11 PM	724 Penfield St	724 Penfield St	Leroy, Andrew #117	2410
B1-19-0000094	D.U.I./N.V.D.L.	4/25/2019 8:40:14 PM	Dixie Hwy @ Miller	1350 Dixie Hwy	Hopkins, Ryan #154	2461
						2470
						6608
						2430
B1-19-0000095	Theft	4/29/2019 2:10:50 PM	724 Penfield St	724 Penfield St	Leroy, Andrew #117	1137
B1-19-0000096	Identity Theft	4/29/2019 2:11:31 PM	545 Elm St	724 Penfield St	Leroy, Andrew #117	1137
B1-19-0000097	ACC - Accident	4/29/2019 3:55:23 PM	S Dixie Hwy / W Eagle Lake Rd	S Dixie Hwy / W Eagle Lake Rd	Leroy, Andrew #117	1137

Beecher Police Department

CAD Calls For Service Counts

4/1/2019 to 5/1/2019

911 HANG UP CALL	6
Abandoned	1
Abandoned 911 Call	5
Accident	6
Administrative Duties	2
ALARM	4
Animal Complaints	9
Assist Fire Department	42
Assist Law Agency	7
Battery	1
Bite	1
Breaks	13
BUILDING CHECK	242
Burglary	1
Code Violations	6
Court Duties	1
Detail	3
Disturbance	2
Domestic	4
Drive Off	3
Drug Law Violation	2
Escorts	13
Extra Patrol	58
FIGHT	1
Flagged Down	1
Follow Up	15
FRAUD INVESTIGATION	4
House Watch	17
Illegal Dumping Complaints	1
Information	5
Intoxicated Subject	1
Juvenile Complaints	2

Lock out or in	9
Lost	1
Loud	1
Motorist Assist	2
NOTIFICATIONS	3
Open Door	12
Ordinance Violation	3
Other Complaints	4
Paper Service	2
Parking Complaints	8
Public Service	1
Public Works	2
Reckless Driving Complaints	5
Report Writing	6
Repossessions	1
SCHOOL RELATED DUTIES	24
Sexual Crimes	2
Sick	4
Stand By	1
Suicide	1
Suspicious	15
Theft	5
Traffic Complaint	2
Traffic Stop	65
Transport	1
Vacation Watch	1
Vehicle Maintenance	5
Walk in at Station	4
Warrant Service	1
Welfare Check	19
Total	689

BEECHER CODE ENFORCEMENT

APRIL 2019

- 1. APRIL 1ST 2019 424 PRARARIE CAMPER IN DRIVEWAY. CAMPER WAS REMOVED WITHIN THE THREE DAYS ALLOWED.**
- 2. APRIL 1ST 2019 614 COUNTRY LN. BATHTUB IN FRONT YARD. OWNER WAS CONTACTED AND BATHTUB REMOVED.**
- 3. APRIL 2ND 2019 1121 DIXIE LACEY'S. EXIT SIGN IN HALLWAY STILL UP. MANAGEMENT WAS NOTIFIED OF THE SIGN TO HAVE IT REMOVED.**
- 4. APRIL 5TH 2019 DONOHO DRIVE DIRT PILE. COMPLAINT OF DIRT BEING REMOVED. NO EVIDENCE OF THE DIRT BEING REMOVED.**
- 5. APRIL 16TH 2019 540 WOODARD AVE. FRONT STEPS AND REAR FENCE IN DISREPAIR. FRONT STEPS WERE REBUILT AND FENCE WAS REMOVED.**
- 6. APRIL 19TH 2019 628 DIXIE HWY. GARBAGE ALONGSIDE OF RESIDENCE. RENTER AND PROPERTY OWNER WERE NOTIFIED AND GARBAGE WAS PICKED UP.**
- 7. APRIL 30TH 2019 452 ORCHARD. HIGH GRASS. OWNER AND RENTER WERE NOTIFIED AND GRASS WAS CUT.**
- 8. APRIL 30TH 2019 250 ASPEN. NO PERMIT FOR DOG RUN. OWNER WAS NOTIFIED AND STATED HE REINSTALLED A PREVIOUS DOG RUN. CHECKED RECORDS FOR PROPERTY AND NO PERMIT WAS EVER ISSUED FOR DOG RUN. WILL CONTACT THE HOA IN REGARDS TO THIS ISSUE. STILL PENDING.**
- 9. APRIL 30TH 2019 644 ORCHARD AVE. HIGH GRASS AND TRUCK PARTS IN THE REAR OF THE PROPERTY. STILL PENDING AS PROPERTY OWNERS HAVE NOT BEEN ABLE TO BE REACHED.**

Village of Beecher

Monthly Water Department Report

April 2019

System Pumping Data

Total Gallons Pumped: 12,775,000 Monthly Average: 425,000

Peak Day: 511,000 Gal. 04/28/19

Well Pumping Data

Well #3 Total Gallons: 3,917,000 Daily Average 130,000

Well #4 Total Gallons: 5,147,000 Daily Average 171,000

Well #5 Total Gallons: 3,711,000 Daily Average 123,000

Chemical Usage

Total Pounds Chlorine used: 446.1 Well #3: 158.7 Well #4: 136.4

Well #5: 151.0

Total Pounds Aqua Mag used: 1,914 Well #3: 587 Well #4: 776

Well #5: 551

Total Gallons Fluoride used :0 Well #3:0 Well #4: 0 Well #5:0

Village of Beecher Wastewater Treatment Plant

Monthly Report

Month;April 2019

Year: 2019

Total Gallons. MGD

Influent: 26.28 MGD

Daily Maximum: 1.879 MGD

Effluent: 26.28 MGD (NOTE) Based on Influent Flow due to Final Effluent Flow Meter Being Out Of Service.

Daily Maximum: 1.879 MGD

Minimum : .613 MGD .

Average Daily Flow .876 MGD

.

Excess Flow: 7.041 MGD

Chlorine Used (Lbs): 0 .

Excess Treated 0 MGD

Rainfall/Precipitation Inches. 10.74 Inches

Return Sludge. 21.313 MGD

Dry Sludge Removed (Cubic Yards): 0

Liquid Sludge Hauled Gallons: 0

Laboratory Information ;. Effluent

5 Day CBOD AVG 2.4 mg/l . (Daily max) 3.2 mg/l
Total Suspended Solids AVG 1.0 mg/l (Daily max) 1.6 mg/l
Ammonia Nitrogen Avg: mg/l (Daily max) mg/l
97.6% average removal rate BOD 98.3% average removal rate SUSPENDED

Laboratory Information; Influent

Average 5 Day BOD: 145 mg/l Average TSS: 43 mg/l
Ammonia Nitrogen Avg; mg/l (Daily max) mg/l

Equipment issues,repairs,maintenance.

*** FINAL EFFLUENT FLOW METER*** out of service due to age. 23 years of service, will be replaced per expansion updates*. **CLARIFIERS** monthly maintenance performed.. ***OXIDATION DITCH** weekly maintenance performed. ***BLOWER** monthly maintenance performed. **Raw Influent pump station:** pump control float replaced,also worn out motor starter for pump #1 replaced.

LABORATORY

***.Monthly DMR** lab analysis performed and completed.

***Monthly** Final Effluent and Raw Influent ammonia nitrogen .samples analysis performed and completed by Arro Laboratory Inc.

***Monthly** Upstream/Downstream samples analysis performed and completed by Suburban Laboratories Inc.

***Monthly DMRS** completed and submitted for the month of March 2019 .

PLANT PROCESS CONTROL

Continue implementing an activated sludge process control monitory analysis consisting of monitoring daily , weekly, monthly aeration tanks solids inventory, mixed liquor suspended solids,settling,,Ph analysis, dissolved oxygen,analysis, flow adjustments, return sludge monitoring and adjustments, secondary clarifier blankets monitoring,sludge wasting rates adjustments and improvements, microscopic analysis of micro biological activity in the system, balancing sludge digestion in digestors through wasting, decanting,.

Sincerely,

John Hernandez, Chief Operator WWTP

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

WATER BILLING REGISTER REPORT

Billing Period: March-April, 2019

Gallons Pumped	Gallons Billed	Difference	Pumped/Billed Ratio	Water Loss
25,958,000	16,597,000	9,361,000	63.94%	36.06%

This compares to the pumped/billed ratio of 61.57% for the same period last year and the 10 year average of 69%.

of water accounts: 1,709(increase of 14) **BREAKDOWN OF WATER CHARGES**

Amount billed for water: \$115,855.08 Watermain Replacement Flat Charge: \$6,836.00

of sewer accounts: 1,705 (increase of 3) Watermain Replacement \$1 Rate: \$16,597.00

Amount billed for sewer: \$79,439.72 Over 30,000gl \$1/1,000gl surcharge: \$1,419.00
 (2,467,000gl billed this period over 30,000)

Amount billed for sewer debt: \$18,499.01 Water Rate for Operations: \$91,003.08
 (Standard rate)

of accounts on lift station charges: 319 (decrease of 2)

Amount charged for lift station usage: \$1,976.80

of refuse accounts: 1,594 (increase of 4)

Amount billed for refuse: \$56,118.48

New Meter Charges: \$300.00

Mosquito Charges: \$3,419.79

Accrued Payables/Receivables charged to System: (\$-5,908.71)

Total amount billed this period: \$275,853.88

Robert Barber

From: Peter M. Kozak <PKozak@baxterwoodman.com>
Sent: Tuesday, April 30, 2019 1:41 PM
To: Robert Barber
Cc: Raymond N. Koenig
Subject: Gould Street WM UPRR Permit Agreements
Attachments: 3151-76 - Village of Beecher - Underground Potable Water Pipeline Crossing - Beecher, IL.pdf; 3151-77 - Village of Beecher - Underground Water Pipeline Crossing - Beecher, IL.pdf

Good afternoon Bob,

Please see attached for both UP Railroad Permits Agreements for your review.

One agreement requires the payment of \$8,350 while the other requires the payment of \$5,000. Additionally, both specify that observers must be on-site during the construction of the crossings (observers were quoted from RailPros at around \$1,000 per day, not including mobilization fees). Further, flaggers may be necessary at the crossings as well. We are trying to nail down whether flaggers will be required, and if so, what costs would be associated with them.

Our initial thought is for the Village to provide for these fees and execute the agreements with UPRR rather than altering the specifications and including a CASH ALLOWANCE for the Contractor to complete these items in order to avoid potential confusion with prospective bidders. As a means to limit excess fees charged for additional days an observer is on-site we suggest adjusting the specifications to state that the Contractor will have a 5 working day limit on each casing from the time they start augering and pushing the casing to complete each crossing. Further detail could be provided to ensure the crossings are scheduled in a manner so as to avoid multiple mobilization fees. Under these provisions, the approximate cost for an observer on site would be around \$10,000 plus any additional mobilization fees.

Please review these permit agreements and let us know your thoughts on the best way to proceed. If you have any questions please let us know.

Thanks,
Peter

Peter M. Kozak, EIT
Project Engineer

main: 815.459.1260 | direct: 815.444.3394

email: pkozak@baxterwoodman.com

www.baxterwoodman.com

BAXTER & WOODMAN
Consulting Engineers

8430 West Bryn Mawr Ave., Suite 400, Chicago, IL 60631

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April 15, 2019
Folder: 03151-76

DANIEL POWERS
VILLAGE OF BEECHER
625 DIXIE HIGHWAY
BEECHER IL 60401

Re: Proposed One (1) Underground Eight Inch Plastic Potable Water Pipeline Encased In A Thrity-six Inch Steel Casing, Pipeline Crossing of Railroad Property at Mile Post 37.6 on the Villa Grove Subdivision at or near Beecher, Will County, Illinois

Daniel Powers:

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please print two copies, execute on your behalf and return ALL DOCUMENTS with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68137-1690 Attn: Casey Moore.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity*.

- Payment in the amount of **Eight Thousand Three Hundred Fifty Dollars (\$8,350.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 03151-76 noted on that document**. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at (402) 544-8553.

Sincerely,

Casey Moore
Sr Analyst RE Contracts

PIPELINE CROSSING AGREEMENT

Mile Post: 37.6, Villa Grove Subdivision
Location: Beecher, Will County, Illinois

THIS AGREEMENT ("Agreement") is made and entered into as of April 15, 2019, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, AND **CSX TRANSPORTATION**, joint owners ("Licensor") and **VILLAGE OF BEECHER**, to be addressed at 625 Dixie Highway, Beecher, Illinois 60401 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) underground eight inch plastic potable water pipeline encased in a thirty-six inch steel casing only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Beecher, Will County, State of Illinois ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated February 27, 2019, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) underground eight inch plastic potable water pipeline encased in a thirty-six inch steel casing and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Eight Thousand Three Hundred Fifty Dollars (\$8,350.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as **Exhibit B** and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 03151-76)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: VILLAGE OF BEECHER
625 Dixie Highway
Beecher, Illinois, 60401

Article 12. SPECIAL PROVISION – ONSITE OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and on-site observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

VILLAGE OF BEECHER

By: _____

By: _____

Name Printed: _____

Title: _____

CSX TRANSPORTATION

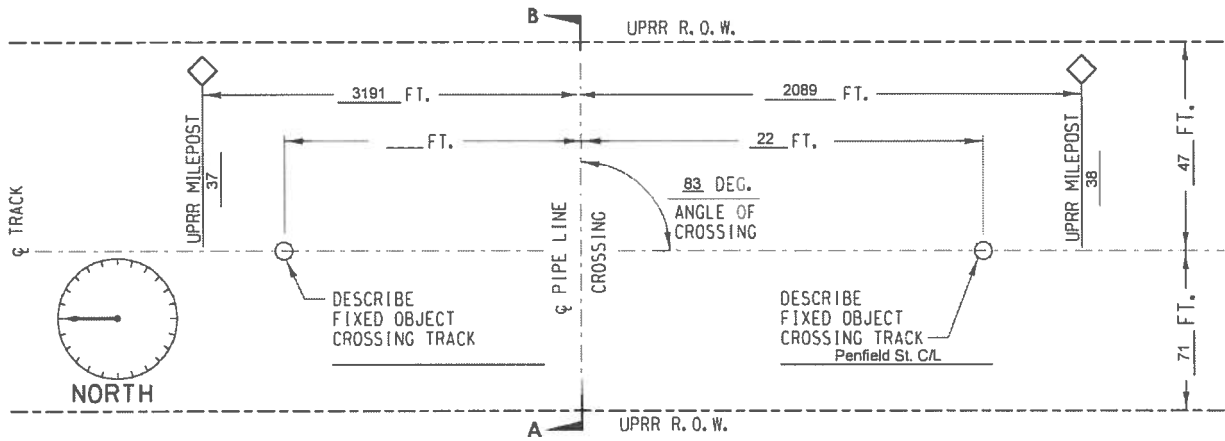
By: _____

Name Printed: _____

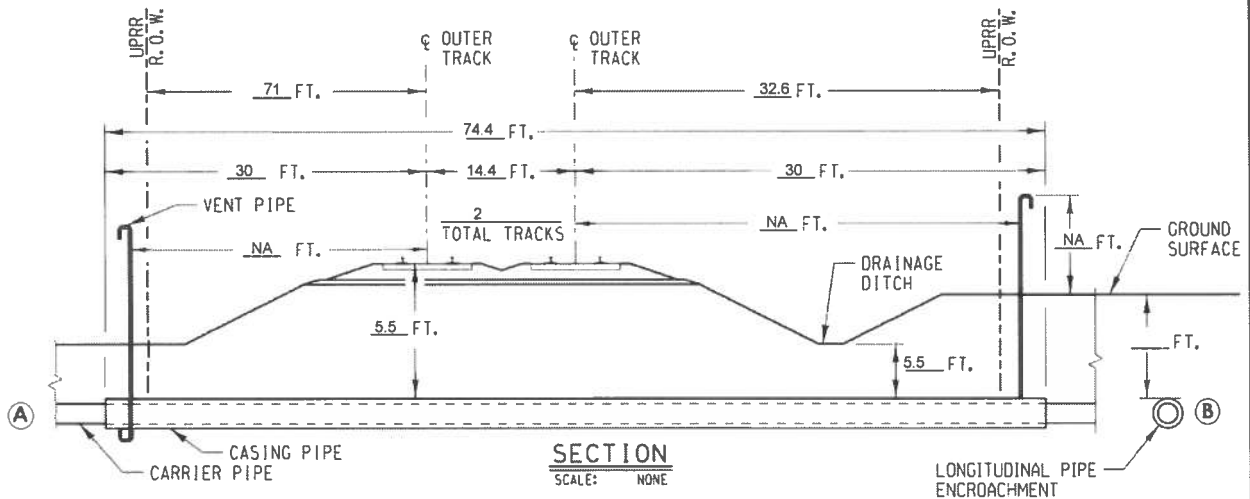
Title: _____

NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



PLAN
SCALE: NONE



SECTION
SCALE: NONE

NOTES: Wireline to be located 21.7' north of the Penfield St. C/L measured perpendicularly from the road C/L.
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL PLASTIC. IF RCP, CLASS V? NA.
 COMMODITY TO BE CONVEYED POTABLE WATER.
 OPERATIONAL PRESSURE 58 PSI. MAOP 58 PSI.
 WALL THICKNESS (INCH)/ SCHEDULE 16. DIAMETER 8 IN.
 CATHODIC/COATING PROTECTION YES
- E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.
 TOTAL LENGTH CASING PIPE: 77 FT.
 WALL THICKNESS 0.5625 IN. DIAMETER 36 IN.
 CATHODIC/COATING PROTECTION YES.
 CASING PIPE IS SEALED AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 30 AND 30.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: Villa Grove Sub.

TRACK TYPE: MAINLINE

M.P.: 37.60

LAT.: 41.342499

E.S.M.: 1092+62 ±

LONG.: -87.630755

NEAREST CITY: BEECHER COUNTY: WILL STATE: IL

APPLICANT: VILLAGE OF BEECHER

FILE NO.: 0315176

DATE: 02/27/2019

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this **Exhibit B**. Upon Licensor's approval, Licensee shall contact both of

Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by

assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

Union Pacific Current Safety Requirements

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad

Property, any property of Licensee or Licensors, or any property in the care, custody, or control of Licensee or Licensors;

3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith ;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment

Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensor shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific and CSX Transportation Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific and CSX Transportation Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured,

this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.



April 29, 2019
Folder: 03151-77

DANIEL POWERS
VILLAGE OF BEECHER
625 DIXIE HIGHWAY BEECHER IL 60401

Re: Proposed One (1) Underground Plastic Pipeline Conveying Potable Water Encased In A Thirty-six Inch Steel Casing Pipeline Crossing of Railroad Property at Mile Post 37.73 on the Villa Grove Subdivision at or near Beecher, Will County, Illinois

Daniel Powers:

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please print two copies, execute on your behalf and return ALL DOCUMENTS with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68137-1690 Attn: Casey Moore.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity*.

- Payment in the amount of **Five Thousand Dollars (\$5,000.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 03151-77 noted on that document**. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at (402) 544-8553.

Sincerely,

Casey Moore
Sr Analyst RE Contracts

PIPELINE CROSSING AGREEMENT

Mile Post: 37.73, Villa Grove Subdivision
Location: Beecher, Will County, Illinois

THIS AGREEMENT (“Agreement”) is made and entered into as of April 29, 2019, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **VILLAGE OF BEECHER**, to be addressed at 625 Dixie Highway, Beecher, Illinois 60401 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) underground plastic pipeline conveying potable water encased in a thirty-six inch steel casing only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Beecher, Will County, State of Illinois ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated February 27, 2019, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) underground plastic pipeline conveying potable water encased in a thirty-six inch steel casing, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Five Thousand Dollars (\$5,000.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as **Exhibit B** and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 03151-77)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: VILLAGE OF BEECHER
625 Dixie Highway
Beecher, Illinois, 60401

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

VILLAGE OF BEECHER

By: _____

By: _____

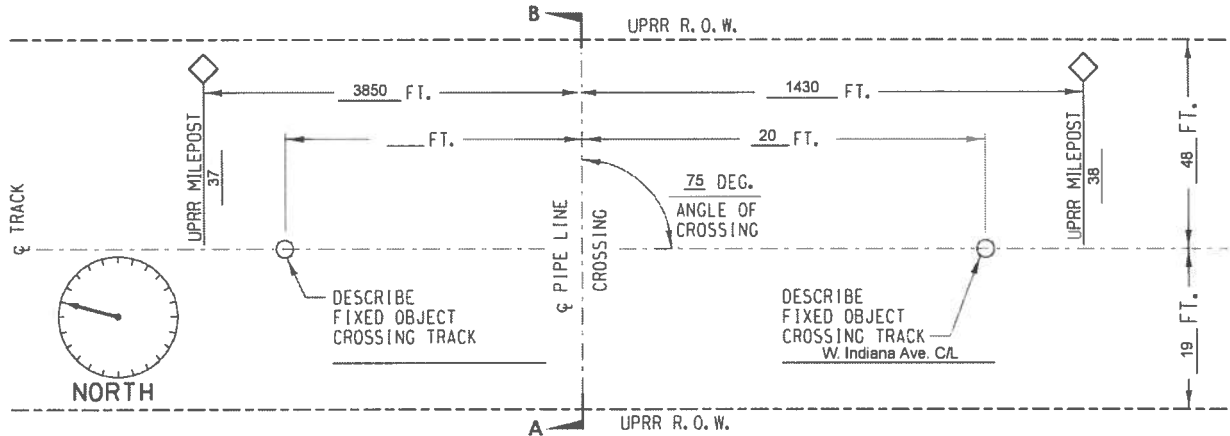
Casey Moore
Union Pacific Railroad
Real Estate - Utilities

Name Printed: _____

Title: _____

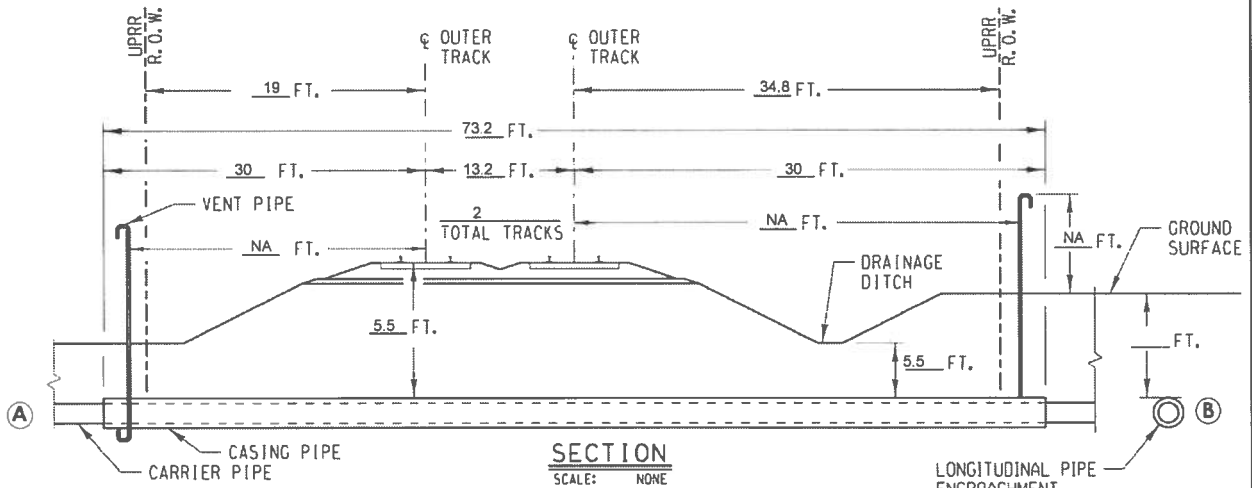
NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



PLAN

SCALE: NONE



SECTION

SCALE: NONE

- NOTES: Pipeline to be located 19.25' north of the W. Indiana Ave. C/L measured perpendicularly from the road C/L.
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL PLASTIC. IF RCP, CLASS V? NA.
 COMMODITY TO BE CONVEYED POTABLE WATER.
 OPERATIONAL PRESSURE 58 PSI. MAOP 58 PSI.
 WALL THICKNESS (INCH)/ SCHEDULE 18. DIAMETER 8 IN.
 CATHODIC/COATING PROTECTION YES
- E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.
 TOTAL LENGTH CASING PIPE: 78.2 FT.
 WALL THICKNESS 0.5625 IN. DIAMETER 36 IN.
 CATHODIC/COATING PROTECTION YES
 CASING PIPE IS SEALED AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
30 AND 30.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: Villa Grove Sub.

TRACK TYPE: MAINLINE

M.P.: 37.73

LAT.: 41.34055556

E.S.M.: 1098+40 ±

LONG.: -87.63027778

NEAREST CITY: BEECHER

COUNTY: WILL

STATE: IL

APPLICANT: VILLAGE OF BEECHER

FILE NO.: 0315177

DATE: 02/27/2019

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this **Exhibit B**. Upon Licensor's approval, Licensee shall contact both of

Licensors field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by

assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad

Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith ;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment

Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensor shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured,

this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.



Mr. Raymond Koenig
Infrastructure Department Manager
Baxter & Woodman
8840 West 192nd Street, Mokena, IL 60448

May 3, 2019

Village of Beecher Wastewater Treatment Plant

Re: Time Extension Request

Dear Mr. Koenig,

IHC would like to request a time extension due to unavoidable delays encountered during construction which have impacted the completion of the Beecher WWTP Project.

The following is a summary of the major delays which have impacted or are currently impacting the project schedule.

Previous Delays

- 1) **Winter Weather:** This contract was originally bid on October 31, 2017 with the expectation that a Notice to Proceed would be issued in December of 2017. This would have allowed IHC to break ground in early 2018 in order to take advantage of the entire 2018 construction season. With a full construction season IHC would have been able to complete all site concrete and masonry work before the 2018/2019 winter. The formal notice to proceed was not received until May 1, 2018. As a result IHC was not able to start work until the Summer of 2018 leading to a good portion of the concrete work having to be completed in the winter as well as all masonry work. Working in the winter is inherently less productive and lost working days are common. We calculate at least 4 weeks were lost on account of decreased production and lost time due to extreme cold or snow events. **Total delay for winter weather 3 Weeks**
- 2) **Oxidation Ditch Overflow:** On July 4, 2018 the Existing Oxidation ditch overflowed resulting in IHC's excavation for Clarifier #3 getting flooded. IHC's work at Clarifier #3 was put on hold for a period of 3 weeks while we worked to resolve the issue and to ensure it wouldn't happen again. IHC also had to clean out the excavated area that was flooded. Since Clarifier #3 is on the CPM critical path of activities this resulted in a 3 week delay to the project. **Total delay 3 weeks.**

Current & Ongoing Delays

- 1) **Sludge Removal:** Sludge removal to be performed by the Village of Beecher was originally scheduled for October 2018. To date the sludge has yet to be removed resulting in IHC being unable to start work in the existing Digester and other structures. Our original CPM Schedule had work in the Digester scheduled to begin in January of 2019. Since work is still unable to proceed at the Existing Digester the

Corporate Office: 1500 Executive Drive, Elgin, IL 60123 • Phone: 847-742-1516 • Fax: 847-742-6610
Underground Contractors Office/Warehouse: 840 Church Road, Elgin, IL 60123 • Fax: 847-289-3650
Repair and Fabrication Shop/Yard: 1797 N. LaFox, South Elgin, IL 60177

www.ihcconstruction.com

full extent of this delay is unknown. Our CPM schedule shows we are currently 35 working days behind schedule for starting work on the Digester. At minimum we request 4 weeks extension at this time. **IHC is requesting a 4 Weeks extension for this delay.**

- 2) **Spring 2019 Rain:** Over the past couple weeks we have seen significant rainfall preventing the completion of site piping and tie-in work required to complete Group 2. We believe this has resulted in a 2 week delay. The forecasted weather doesn't seem to be improving in the near future so it's possible further delays may result from the rain. This delay is concurrent with the Digester delay above and won't be added to the total.

The total for all previous and current delays comes to 10 weeks. Therefore, IHC is requesting the substantial completion date be extended 10 weeks from the original date of June 25, 2019. We also request the Final completion date be extended accordingly. The following is a summary of the original dates and IHC's proposed dates which take into account our requested time extension.

Current Substantial Completion Date: June 25, 2019
Current Final Completion Date: August 13, 2019

Proposed Substantial Completion Date: September 3, 2019
Proposed Final Completion Date: October 22, 2019

With the current weather continuing to impact work in the field and sludge remaining in the Digesters, it is difficult to project what the overall impact these delays will have on the project. IHC would like to reserve the right to request additional time in the event any current delays or future unforeseen delays impact our scheduled work activities. It is IHC intention to make every effort to expedite construction when possible in order to decrease any impact these delays have had on the project schedule.

We thank you for your consideration of this request and we hope it meets with your approval.

Should you have any questions or comments, please contact me at your earliest convenience.

Respectfully Submitted,
IHC Construction Companies, L.L.C.



Brad Ryan Project Manager

April 23, 2019

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

**Subject: Village of Beecher – Penfield Street Preliminary Engineering (Phase II)
Section 15-00020-00-FP**

Dear Mr. Barber:

Enclosed for your approval are the following documents in connection with the subject project:

- Five (5) copies of the Preliminary Engineering Services Agreement for Federal Participation (BLR 05610).

Please place these documents on the agenda for the next available Village Board Meeting and return to my office for forwarding to the Illinois Department of Transportation. If you have any questions please contact at 815.444.3298 or via email at tslattery@baxterwoodman.com.


Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Thomas M Slattery, P.E., PTOE

Enclosure

Local Public Agency Village of Beecher	LOCAL AGENCY  Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	Consultant Baxter & Woodman, Inc.
County Will		Address 8840 West 192 nd Street
Section 15-00020-00-FP		City Mokena
Project No. GKPX(169)		State IL
Job No. D-91-456-16		Zip Code 60448
Contact Name/Phone/E-mail Address Robert O. Barber 708-946-2261 bobadm@villageofbeecher.org		Contact Name/Phone/E-mail Address Thomas Slattery, P.E. 815-459-1260 tslattery@baxterwoodman.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2019 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name	FAU 423 (Penfield Street)	Route	N/A	Length	0.56mi	Structure No.	N/A
Termini	Gould Street to IL 1 - Dixie Highway						
Description	Preliminary Engineering (Phase II) for the reconstruction of Penfield Street; ENGINEER's Project No. 130899.40						

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LPA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LPA or STATE.
3. To complete the services herein described within 365 calendar days from the date of the Notice to Proceed from the LPA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

9. The undersigned certifies neither the ENGINEER nor I have:
- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
11. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LPA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LPA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LPA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

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

With Retainage

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

Without Retainage

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

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LPA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LPA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LPA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LPA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
11. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Baxter & Woodman, Inc.	36-2845242	\$274,550.00
Sub-Consultants:	TIN Number	Agreement Amount
Polach Appraisal Group, Inc.		\$33,450.00
Sub-Consultant Total:		\$33,450.00
Prime Consultant Total:		\$274,500.00
Total for all Work:		\$308,000.00

Executed by the LPA:

Village of Beecher
 PO Box 1154
 625 Dixie Highway
 Beecher, Illinois 60401

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Village _____ Clerk

Title: Village President _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

Baxter & Woodman, Inc.
 8678 Ridgefield Road
 Crystal Lake, IL 60012

By: _____

By: _____

Title: Deputy Secretary _____

Title: Executive Vice President/COO _____

PRELIMINARY ENGINEERING
Penfield Street - Gould Street to IL 1 - Dixie Highway
Exhibit A

Route: Penfield Street
 Local Agency: Village of Beecher
(Municipality)
 Section: 15-00020-00-FP
 Project: GKPX(169)
 Job No.: D-91-456-16

Method of Compensation:
 14.5%[DL + R(DL) + OH(DL) + IHDC]
 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate
 Lump Sum

*Firm's approved rates on file with Bureau of Accounting and Auditing:	
Overhead Rate	144.71%
Complexity Factor	0.00
Calendar	

Cost Estimate of Consultant's Services in Dollars

ELEMENT OF WORK	EMPLOYEE CLASS.	MANHOURS	PAYROLL RATE	PAYROLL COSTS (DL)	OVERHEAD	SERVICES BY OTHERS	IN-HOUSE DIRECT COSTS	PROFIT	TOTAL
Early Coordination		32		1,309.44	1,894.89		100.00	479.13	3,783.46
Topographic Survey		40		1,275.60	1,845.92		250.00	488.87	3,860.39
Environmental Coordination and Permitting		24		1,126.56	1,630.24			399.74	3,156.54
Preliminary Site Investigation (PSI)		64		2,616.32	3,786.08	8,250.00	50.00	935.60	15,638.00
Meetings		84		3,437.28	4,974.09		500.00	1,292.15	10,203.52
Right of Way and Boundary Estimate of Cost and Time Specifications	See Payroll Rates	50		2,663.50	3,854.35	35,450.00	100.00	959.59	43,027.44
Roadway Design		80		2,888.32	4,179.69			1,024.86	8,092.87
Drainage and Utility Design		80		3,020.00	4,370.24			1,071.59	8,461.83
Maintenance of Traffic		180		6,908.20	9,996.86			2,451.23	19,356.29
Erosion Control Plans		234		10,505.57	15,202.61	2,500.00		3,727.69	31,935.87
Structural Plans		164		6,157.16	8,910.03			2,184.74	17,251.93
Street Lighting Plans		64		2,387.76	3,455.33			847.25	6,690.34
Watermain Design		213		11,685.59	16,910.22		100.00	4,160.89	32,856.70
Sanitary Sewer Repairs		204		9,100.29	13,169.03			3,229.05	25,498.37
Cross Section Design		23		1,022.20	1,479.23		34.69	367.74	2,903.86
Detailed Drawings		38		1,603.89	2,320.99			569.11	4,493.99
Utility Coordination		136		5,285.84	7,649.14			1,875.57	14,810.55
QA/QC		324		12,386.64	17,924.71			4,395.15	34,706.50
Assist Bidding		64		2,329.92	3,371.63			826.72	6,528.27
Manage Project		16		1,044.96	1,512.16			370.78	2,927.90
		40		1,431.36	2,071.32			507.89	4,010.57
		64		2,785.52	4,030.93			988.38	7,804.83
TOTALS		2,218		92,971.92	134,539.67	46,200.00	1,134.69	33,153.72	308,000.00

IN-HOUSE DIRECT COSTS (INCLUDED IN TOTAL COST):
 See Direct Cost Check Sheet

SERVICES BY OTHERS (INCLUDED IN TOTAL COST):
 TITLE COMMITMENTS
 GEOTECHNICAL
 LABORATORY TESTING
 POLACH APPRAISAL GROUP, INC.
 WILL SOUTH COOK SOIL AND WATER CONSERVATION DISTRICT PERMIT FEES

\$1,134.69

AVERAGE HOURLY PROJECT RATES

FIRM Baxter & Woodman, Inc.
PSB N/A
PRIME/SUPPLEMENT PRIME _____

DATE 04/23/19

SHEET 1 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Early Coordination			Topographic Survey			Environmental Coordination and Permitting			Preliminary Site Investigation (PSI)			Meetings		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	76.34	0																	
Sr. Engineer IV	65.31	121	5.46%	3.56															
Sr. Engineer III	53.27	199	8.97%	4.78															
Sr. Engineer II	46.94	449	20.24%	9.50	16	50.00%	23.47			24	100.00%	46.94				42	50.00%	23.47	
Sr. Engineer I	41.48	40	1.80%	0.75												42	50.00%	17.45	
Engineer III	34.90	726	32.73%	11.42	16	50.00%	17.45												
Engineer II	30.37	0																	
Engineer I	29.37	0																	
Sr Geologist I	52.52	17	0.77%	0.40												17	26.56%	13.95	
Engineer Tech V	49.82	0																	
Engineer Tech IV	47.61	132	5.95%	2.83															
Engineer Tech III	37.31	442	19.93%	7.44												44	68.75%	25.65	
Engineer Tech II	31.89	40	1.80%	0.58						40	100.00%	31.89							
Engineer Tech I	23.75	0																	
Admin Support III	31.00	9	0.41%	0.13															
Admin Support II	27.28	43	1.94%	0.53												3	4.69%	1.28	
Admin Support I	19.28	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		2218	100%	\$41.92	32	100.00%	\$40.92	40	100%	\$31.89	24	100%	\$46.94	64	100%	\$40.88	84	100%	\$40.92

AVERAGE HOURLY PROJECT RATES

FIRM Baxter & Woodman, Inc.

PSB N/A

PRIME/SUPPLEMENT PRIME

DATE 04/23/19

SHEET 2 **OF** 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Right of Way and Boundary			Estimate of Cost and Time			Specifications			Roadway Design			Drainage and Utility Design			Maintenance of Traffic					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal	76.34																					
Sr. Engineer IV	65.31																					
Sr. Engineer III	53.27	50	100.00%	53.27	8	10.00%	4.69	24	30.00%	14.08	40	22.22%	10.43	109	46.58%	24.81	19	8.12%	3.81	24	14.63%	6.87
Sr. Engineer II	46.94																					
Sr. Engineer I	41.48																					
Engineer III	34.90				72	90.00%	31.41	48	60.00%	20.94	80	44.44%	15.51	56	23.93%	8.35	80	48.78%	17.02			
Engineer II	30.37																					
Engineer I	29.37																					
Sr. Geologist I	52.52																					
Engineer Tech V	49.82																					
Engineer Tech IV	47.61																					
Engineer Tech III	37.31																					
Engineer Tech II	31.89																					
Engineer Tech I	23.75																					
Admin Support III	31.00																					
Admin Support II	27.28																					
Admin Support I	19.28																					
TOTALS		50	100%	\$53.27	80	100%	\$36.10	80	100%	\$37.75	180	100%	\$38.38	234	100%	\$44.90	164	100%		164	100%	\$37.54

AVERAGE HOURLY PROJECT RATES

FIRM Baxter & Woodman, Inc.

PSB N/A

PRIME/SUPPLEMENT PRIME

DATE 04/23/19

SHEET 3 **OF** 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Erosion Control Plans			Structural Plans			Street Lighting Plans			Watermain Design			Sanitary Sewer Repairs			Cross Section Design			
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
Principal	76.34																			
Sr. Engineer IV	65.31	95	44.60%	29.13	3	1.47%	0.96	4	17.39%	11.36	3	7.89%	5.16							
Sr. Engineer III	53.27																			
Sr. Engineer II	46.94	8	12.50%	5.87	12	5.88%	2.76	14	60.87%	25.25	26	68.42%	28.38	40	29.41%	13.81				
Sr. Engineer I	41.48																			
Engineer III	34.90	32	50.00%	17.45	16	7.84%	2.74							72	52.94%	18.48				
Engineer II	30.37																			
Engineer I	29.37																			
Sr. Geologist I	52.52																			
Engineer Tech V	49.82																			
Engineer Tech IV	47.61				132	64.71%	30.81													
Engineer Tech III	37.31	24	37.50%	13.99	36	17.65%	6.58	4	17.39%	6.49	8	21.05%	7.85	24	17.65%	6.58				
Engineer Tech II	31.89																			
Engineer Tech I	23.75																			
Admin Support III	31.00				5	2.45%	0.76	1	4.35%	1.35	1	2.63%	0.82							
Admin Support II	27.28																			
Admin Support I	19.28																			
TOTALS		64	100%	\$37.31	213	100%	\$54.86	204	100%	\$44.61	23	100%	\$44.44	38	100%	\$42.21	136	100%	\$38.87	

AVERAGE HOURLY PROJECT RATES

FIRM Baxter & Woodman, Inc.
PSB N/A
PRIME/SUPPLEMENT PRIME

DATE 04/23/19

SHEET 4 **OF** 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Detailed Drawings			Utility Coordination			QA/QC			Assist Bidding			Manage Project					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal	76.34																		
Sr. Engineer IV	65.31																		
Sr. Engineer III	53.27																		
Sr. Engineer II	46.94	64	19.75%	9.27	8	12.50%	5.87												
Sr. Engineer I	41.48																		
Engineer III	34.90	132	40.74%	14.22	56	87.50%	30.54												
Engineer II	30.37																		
Engineer I	29.37																		
Sr. Geologist I	52.52																		
Engineer Tech V	49.82																		
Engineer Tech IV	47.61																		
Engineer Tech III	37.31	128	39.51%	14.74															
Engineer Tech II	31.89																		
Engineer Tech I	23.75																		
Admin Support III	31.00																		
Admin Support II	27.28																		
Admin Support I	19.28																		
TOTALS		324	100%	\$38.23	64	100%	\$36.41	16	100%	\$65.31	40	100%	\$35.78	64	100%	\$43.52	0	0%	\$0.00

Exhibit B



Engineering Payment Report
(Submit with Final Invoice)

Prime Consultant

Name Baxter & Woodman, Inc
 Address 8840 W. 192nd Street
 Telephone 815-459-1260
 TIN Number _____

Project Information

Local Agency Village of Beecher
 Section Number 15-00020-00-FP
 Project Number GKPX(169)
 Job Number D-91-456-16

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Polach Appraisal Group Inc.		
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

 Executive Vice President/COO
 Signature and title of Prime Consultant

 April 23, 2019
 Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's [Identity Protection Policy](#).

**Exhibit C
Federal Qualification Based Selection (QBS) Checklist**

Local Public Agency Village of Beecher
 Section Number 15-00020-00-FP
 Project Number GKPX(169)
 Job Number D-91-456-16

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

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

1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
2.	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the <i>BLRS Manual</i> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, IDOT's approval date: _____																				
3.	Was the scope of services for this project clearly defined? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
4.	Was public notice given for this project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Due date of submittal: <u>11/26/2018</u> Method(s) used for advertisement and dates of advertisement: <u>Village Website</u> <u>10/23/2018.</u>																				
5.	Do the written QBS policies and procedures cover conflicts of interest? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
7.	Do the written QBS policies and procedures discuss the method of evaluation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;">Criteria for this project</td> <td style="width: 15%; border-bottom: 1px solid black;">Weighting</td> <td style="width: 33%; border-bottom: 1px solid black;">Criteria for this project</td> <td style="width: 15%; border-bottom: 1px solid black;">Weighting</td> </tr> <tr> <td><u>Exp. and Qual. of Firm</u></td> <td align="center"><u>20 %</u></td> <td><u>Past Performance</u></td> <td align="center"><u>20%</u></td> </tr> <tr> <td><u>Exp. and Qual. of Staff</u></td> <td align="center"><u>20 %</u></td> <td><u>Ability of Firm and Key Personnel</u></td> <td align="center">_____ %</td> </tr> <tr> <td><u>Project Understanding and</u></td> <td align="center">_____ %</td> <td><u>to Meet Project Schedule</u></td> <td align="center"><u>20%</u></td> </tr> <tr> <td><u>Technical Approach</u></td> <td align="center"><u>20 %</u></td> <td>_____</td> <td align="center">_____ %</td> </tr> </table>	Criteria for this project	Weighting	Criteria for this project	Weighting	<u>Exp. and Qual. of Firm</u>	<u>20 %</u>	<u>Past Performance</u>	<u>20%</u>	<u>Exp. and Qual. of Staff</u>	<u>20 %</u>	<u>Ability of Firm and Key Personnel</u>	_____ %	<u>Project Understanding and</u>	_____ %	<u>to Meet Project Schedule</u>	<u>20%</u>	<u>Technical Approach</u>	<u>20 %</u>	_____	_____ %
Criteria for this project	Weighting	Criteria for this project	Weighting																		
<u>Exp. and Qual. of Firm</u>	<u>20 %</u>	<u>Past Performance</u>	<u>20%</u>																		
<u>Exp. and Qual. of Staff</u>	<u>20 %</u>	<u>Ability of Firm and Key Personnel</u>	_____ %																		
<u>Project Understanding and</u>	_____ %	<u>to Meet Project Schedule</u>	<u>20%</u>																		
<u>Technical Approach</u>	<u>20 %</u>	_____	_____ %																		
8.	Do the written QBS policies and procedures discuss the method of selection? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Selection committee (titles) for this project: _____ <u>Top three consultants selected for this project in order: 1) <u>Baxter and Woodman, Inc.</u></u> <u>2) <u>Robinson Engineering</u></u> <u>3) _____</u> If less than 3 responses were received, IDOT's approval date: <u>12/20/2018</u>																				
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																				
10.	Were negotiations for this project performed in accordance with federal requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
11.	Were acceptable costs for this project verified? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> LPA will rely on IDOT review and approval of costs.																				
12.	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				

COMPANY NAME: Baxter & Woodman, Inc.
SECTION: 15-00020-00-FP
TODAY'S DATE: 12/24/2018

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum		1,604	\$0.545	\$874.69
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day		4	\$65.00	\$260.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/MyIars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/MyIars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
TOTAL DIRECT COST				\$0.00	\$0.00
					\$1,134.69

*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order

J.S. = Job Specific

Consultant: Baxter & Woodman
Route: FAU 423 (Penfield Street)
Local Public Agency: Village of Beecher
Section No.: 15-00020-00-FP
County: Will

**PENFIELD STREET
PHASE II ENGINEERING SERVICES
VILLAGE OF BEECHER**

**EXHIBIT D
SCOPE OF SERVICES**

LOCATION:

This project is located on Penfield Street (Gould Street to IL 1 – Dixie Highway) within the Village of Beecher and includes the Penfield Street structure over Trim Creek located 0.27-mile east of IL 1 – Dixie Highway.

PROJECT UNDERSTANDING:

The work included in the project consists of completing Phase II design plans, specifications, and bidding documents.

The project will utilize federal funding and be processed through the IDOT District 1 Bureau of Local Roads and Streets.

SCOPE OF SERVICES:

1. EARLY COORDINATION

- *Agency Coordination:* Prepare and maintain the Project Program Information (PPI) and Project Update forms, and coordinate the status of the Project with the Will County Governmental League, Chicago Metropolitan Agency for Planning and Illinois Department of Transportation.
- *Field evaluation:* Perform a field evaluation of the condition of existing pavements, drainage structures, sidewalk ramps, and curb and gutter. Observe and photograph the project area and immediate surroundings.

2. TOPOGRAPHIC SURVEY

- *Supplemental Survey:* Provide additional topographic survey for areas adjacent to the project site. These areas may include survey within previously identified compensatory storage concepts, planned detention facilities, remnant parcels, and proposed stormwater facilities and future permitting.

3. ENVIRONMENTAL COORDINATION AND PERMITTING

Clean Water Act Permit: Prepare a Joint Application to the U.S. Army Corps of Engineers (USACE) for work within Waters of the United States. Processing is anticipated under the jurisdiction of the USACE Regional Permits No. 3 and 7.

- *Erosion Control Plan Signoff:* Approval of the Soil Erosion and Sediment Control (SESC) Plan from the Will-S. Cook County Soil and Water Conservation District (SWCD) is anticipated to be required. Make submittal to SWCD to secure signoff. Agency review fees are included within this agreement, estimated at \$2,500.
- *Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR) Floodway Permitting:* Submit hydraulic and floodplain information to IDOT to obtain a Floodway Construction Permit.
NPDES, SWPPP, IEPA: Complete SWPPP and NOI and obtain NPDES ILR10 permit from IEPA.
- *Fees:* Additional agency review fees, wetland banking, and processing through stormwater variance procedures are not anticipated for this project. Associated fees are not included in this agreement and shall be paid for separately by the VILLAGE, if required.

4. PRELIMINARY SITE INVESTIGATION (PSI)

- a. Collect up to twelve (12) samples of subsurface soil from site, preserve samples, and transport to environmental laboratory for analytical testing. Laboratory analyses will include:
 - i. BTEX
 - ii. PNAs
 - iii. RCRA Metals
 - iv. TCCL Metals
 - v. SPLP Metals
 - vi. Soils pH
- b. Prepare a letter report summarizing the activities and results of the investigation. The report will include pertinent laboratory testing results. It will also provide a summary of conclusions from the information collected and identify which IDOT pay items should be included in the construction documents for disposing of Regulated Substances.
- c. Identify any areas from which excavated material may be classified as Clean Construction or Demolition Debris (CCDD) and if applicable prepare an IEPA LPC-663 form.

5. MEETINGS

- *Meetings:* The following meetings are anticipated for this project:
 - IDOT (2) (Kickoff and Review)
 - Village (3): (kickoff, Preliminary and Prefinal)
 - Individual Property Meetings (2)
 - Utility Coordination Meetings (4)
 - Plan in Hand Field Review (1)

6. RIGHT OF WAY AND BOUNDARY

- *Plat of Highways:* Perform legal surveys and develop plats, legal descriptions and title commitments for a maximum of four (4) adjacent parcels of land to be acquired for R.O.W., permanent easements or temporary construction easements.

- *Appraisals:* Employ a real-estate appraiser certified by the DEPARTMENT to prepare a comparable land sales analysis and appraisals for parcels of land to be acquired for right-of-way, permanent easements, or temporary construction easements.
- *Negotiations:* Employ a negotiator certified by DEPARTMENT to negotiate the sale of parcels of land to be acquired for right-of-way, permanent easements, or temporary construction easements. Provide support to the VILLAGE during the ROW acquisition process.

7. PLAN PREPARATION

- *Estimate of Cost and Time:* Prepare summary of quantities, estimate of time, schedules of materials and an engineer's estimate of cost.
- *Specifications:* Prepare special provisions in accordance with VILLAGE guidelines to specify items not covered by the Standard Specifications for Road and Bridge Construction.
- *Roadway Design:* Prepare plan and profile sheets for the roadway and parking lots design including improvement limits, stations and offset callouts, define bridge approach pavement connector limits, label construction limit locations and right of way breaks, driveway repairs, rehabilitation strategy, curb and gutter and sidewalk improvements, driveway repairs, utility structure adjustments, pavement marking, and note special instructions to the Contractor. Separate removal sheets will be prepared for this project.
- *Drainage and Utilities Design:* Prepare the ditch, inlet, culvert, and storm sewer design for the proposed improvements. It is assumed that the project outfalls will be maintained and not modified as part of this project.
- *Maintenance of Traffic and Construction Staging:* Traffic is anticipated to be maintained along the route at all times. Develop a preferred maintenance of traffic and staging plan and submit to the Village for comment and approval. Identify the preferred strategy for maintaining traffic and driveway access. Complete a design of the preferred staging plan which may include a detour or staged construction. Prepare construction staging notes, typical sections, and layout to maintain local traffic flow through the construction zone. Confer with Village staff, emergency services, and public transportation agencies to consider local impacts and concerns.
- *Erosion Control Plans:* Prepare an erosion control plan for the improvement.
- *Structural Plans:* Design bridge structures in accordance with the approved TS&L drawings and IDOT Bridge Manual including structural engineering plans, details, and special provisions. Submit final structure plans to IDOT District One Bureau of Local Roads and Streets for approval.
- *Street Lighting Plans:* Prepare photometric calculations, general lighting layout, lighting plans, and electrical details conforming to IES and IDOT standards. The Village will provide the fixture type and lighting standards prior to design.
- *Water Main Design -* Design the proposed water main to be in compliance with Illinois Environmental Protection rules and obtain IEPA permit for construction and to avoid existing utilities. The water main plans will include existing and proposed alignments, and locations of fire hydrants, typical service connections, valves, and connections to existing mains.

Sanitary Sewer Repair – Review televised tapes of the existing sanitary sewers on all streets and identify areas of sewer failure or blockages. Prepare a design of the sanitary sewer improvements based on sewer lining and spot repairs, in compliance with Illinois Environmental Protection rules.

- *Cross Section Design*: Design roadway cross sections at 50-foot intervals and all cross streets, driveways and cross-road culverts. Compute earthwork calculations.
- *Detailed Drawings*: Complete required plan sheets required for bidding including: Cover, General Notes, Summary of Quantities, Schedule of Quantities, Typical Sections, Erosion Control, Removals, Plan and Profile, Grading, Pavement Markings, Landscaping, and Cross Sections.
- *Utility Coordination*: Contact J.U.L.I.E. to identify utilities that have facilities along the project limits. Request utility atlas maps and plot locations and sizes of existing utilities in electronic drawings. Submit preliminary and final plans to utility companies so conflicts and relocation efforts can be identified. Provide ongoing reviews of permitting and utility relocation efforts as requested by the LA. Prepare “Status of Utilities to be Adjusted” special provision in accordance with IDOT District 1 requirements, which provides the contractor with the duration of utility relocation work, status of utilities to be watched and protected within the project limits, and pertinent information for the contractor to develop a work schedule to meet the requirements for the project.

8. QA/QC

- Perform in-house peer and milestone reviews by senior staff during project initiation, conceptual review, preliminary, prefinal, and final submittals. Provide ongoing reviews of permitting and utility coordination efforts. Conduct milestone reviews of subconsultants and provide feedback throughout the progress of work.

9. ASSIST BIDDING

- Provide design assistance and clarification for bid documents. Assist the IDOT with coordination and scheduling during the bid process.

10. MANAGE PROJECT

- Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope. Coordinate with VILLAGE and project team to ensure the goals of the project are achieved. Prepare and submit monthly invoices, coordinate invoices from sub-consultants, and provide regular updates to the VILLAGE.
- *Deliverables*: The following is a list of anticipated final deliverables to the VILLAGE for this project:
 - *Electronic DGN, Geopak, Digital Photos, and GIS files used in project development including Plan, Profiles, Cross Sections, Survey, and Exhibits.*
 - *Electronic Record of Design files including agency correspondence, Project Development Report content, Drainage Reports and Models, Environmental Reports, Estimates, Exhibits, and related electronic submittals (pdf or as appropriate). Baxter & Woodman utilizes an electronic filing system in lieu of hard copies.*

POLACH APPRAISAL GROUP, INC.

1761 S. Naperville Road • Suite 103
Wheaton, Illinois 60189
Phone: 630.682.4650
Fax: 630.682.4814

121 W. Wacker Drive • Suite 856
Chicago, Illinois 60601
Phone: 312.422.1200
Fax: 312.422.1201

PROPOSAL FOR PROFESSIONAL SERVICES

AT THE REQUEST OF: Anthony Bianchin, PLS, PE
Professional Land Surveyor
Baxter & Woodman
8678 Ridgefield Rd
Crystal Lake, IL 60012

WITH REFERENCE TO THE FOLLOWING DESCRIBED PROPERTY:

Intersection of Penfield Street and Trim Creek Tributary
Beecher, IL
4 Parcels Ranging in Size from Approximately 0.25 acre to 22 acres of
land - Partial Acquisitions

POLACH APPRAISAL GROUP, INC., HEREBY AGREES TO PERFORM THE FOLLOWING PROFESSIONAL SERVICES:

Appraisal, appraisal review and negotiating services to be performed in the following stages:

Phase I - Appraisal

Inspection of the subject properties and surrounding area; research with respect to the subject property; market data research; analysis of the subject parcels and the market data; provide an opinion of total compensation for each parcel in connection with the proposed acquisitions/permanent easements on the subject properties. Preparation of an appraisal report for each property.

Phase II – Appraisal Review

Inspection of the subject properties and surrounding area; research with respect to the subject properties; review and inspection of market data research; analysis of the subject properties and the market data; review of the submitted appraisal reports in connection with the proposed partial acquisitions of the subject properties. Preparation of a review appraisal report for each property.

Phase III – Negotiating Services

Provide land acquisition negotiation and relocation assistance services; represent the acquiring agency and personally contact property owners to formally present a written offer for the proposed transaction, including compensation to be paid and explain the full effect of the taking, including details of the proposed construction, appraisal, and payment procedures and responsibilities of each party.

POLACH APPRAISAL GROUP, INC.

December 20, 2018
Baxter & Woodman

Page 2
Proposal For Professional Services Cont'd.

BAXTER & WOODMAN DOES HEREBY RETAIN POLACH APPRAISAL GROUP, INC., BASED UPON THE FOLLOWING TERMS AND CONDITIONS:

The time of completion of each phase will be as follows:

Phase I - (30) thirty days from the date of acceptance and return of this executed proposal and the requested retainer.

Phase II - (21) twenty-one days after completion of Phase I.

Phase III - Will be determined by agreement with the client.

The fees for these services will be as follows:

Phase I - \$11,650

Phase II - \$5,800

Phase III - \$16,000

The above fees are only applicable during the current calendar year. In the event time is expended in subsequent years as part of this agreement, the hourly rates will reflect future increases.

To ensure proper billing, please indicate below the person responsible for payment of the aforementioned fees:

Company: _____
Contact Person: _____
Title: _____
Address _____
City, State, Zip _____
Telephone # _____
Email: _____

BY PAYMENT OF THE RETAINER REQUESTED IN THE AMOUNT OF (-0-) NONE REQUIRED, with the balance of the recited fees to be paid AS BILLED, BAXTER & WOODMAN does hereby confirm the above terms and conditions in addition to accepting those standard CONTINGENT AND LIMITING CONDITIONS attached hereto as Exhibit "A".

No changes in this assignment shall be made without the expressed consent of the undersigned. If upon inspection of the captioned property or review of the material to be supplied by the client or agent, it is determined by **POLACH APPRAISAL GROUP, INC.**, that misrepresentations have been made with respect to the property or data pertinent to this appraisal, the appraisers reserve the right to cancel this contract and refund the retainer charged, less a reasonable inspection fee and actual expenses, or to revise our proposal in accordance with actual conditions and submit same to the client for his review and acceptance. **AMOUNTS UNPAID AFTER 30 DAYS** will be subject to a finance charge of 1.5% per month on the unpaid balance.

POLACH APPRAISAL GROUP, INC.

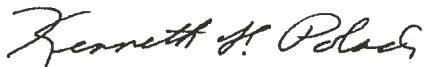
December 20, 2018
Baxter & Woodman

Page 3
Proposal For Professional Services Cont'd.

If this account is turned over for collection, an amount equal to 40% of the unpaid fee will be added to cover any collection costs.

This proposal is valid for (21) twenty-one days from the date affixed by **POLACH APPRAISAL GROUP, INC.** It is understood that work will only commence on this assignment upon our receipt of the signed copy of this proposal along with the required retainer.

This proposal is submitted to document the agreement between the parties. In the event there are any questions or comments before signing this proposal, please call the undersigned. **POLACH APPRAISAL GROUP, INC.**, is pleased to have the opportunity to be of service to you in this assignment.



Kenneth F. Polach, MAI, SRA
POLACH APPRAISAL GROUP, INC.

Date 12/20/2018

Anthony Bianchin, PLS, PE
BAXTER & WOODMAN

Date _____

POLACH APPRAISAL GROUP, INC.

CONTINGENT AND LIMITING CONDITIONS

Exhibit A

It is assumed that the title to this property is good and marketable. No title search has been made, nor have we attempted to determine ownership of the property. The value opinion is given without regard to any questions of title, boundaries or encroachments. It is assumed that all assessments are paid. We assume the property to be free and clear of liens and encumbrances except as noted. No attempt has been made to render an opinion or determine the status of easements that may exist.

The legal description, if included in any report, should be verified by legal counsel before being relied upon or used in any conveyance or other document.

We are not familiar with any engineering studies made to determine the bearing capacity of the land. We assume improvements in the area appear to be structurally sound. It, therefore, is assumed that soil and subsoil conditions are stable unless specifically outlined.

Any exhibits in the report are intended to assist the reader in visualizing the property and its surroundings. The drawings are not intended as surveys and no responsibility is assumed for their cartographic accuracy. Drawings are not intended to be exact in size, scale or detail.

Areas and dimensions of the property may or may not have been physically measured. If data is furnished by the principal or from plot plans or surveys furnished by the principal, or from public records, we assume it to be reasonably accurate. In the absence of current surveys, land areas may be based upon representations made by the owner's agents or our client. No responsibility is assumed for discrepancies which may become evident from a licensed survey of the property.

Our value opinion involves only the real estate and all normal building equipment if any improvements are involved. No consideration was given to personal property, (or special equipment), unless stated.

It is assumed that the property is subject to lawful, competent and informed ownership and management unless noted.

Information in this report concerning market data was obtained from buyers, sellers, brokers, attorneys, trade publications or public records. To the extent possible, this information was examined for accuracy and is believed to be reliable. Dimensions, areas or data obtained from others are believed correct; however, no guarantee is made in that the appraiser did not personally measure same.

Any information, in whatever form, furnished by others is believed to be reliable; however, no responsibility is assumed for its accuracy.

The physical condition of any improvements described herein was based on visual inspection only. Electrical, heating, cooling, plumbing, sewer and/or septic system, mechanical equipment and water supply were not specifically tested but were assumed to be in good working order, and adequate, unless otherwise specified. No liability is assumed for the soundness of structural members, since no engineering tests were made of same. The roof(s) of structures described herein are assumed to be in good repair unless otherwise noted.

The existence of potentially hazardous material used in the construction or maintenance of the building, such as urea formaldehyde foam insulation and/or asbestos insulation, which may or may not be present on the property, has not been considered. In addition no deposit of toxic wastes, unless specifically mentioned herein, have been considered. The appraiser is not qualified to detect such substances and suggests the client seek an expert opinion, if desired. Further, this report does not consider the potential ramifications due to the presence of Underground Storage Tanks (UST) or the possible environmental impact due to leakage and/or soil contamination, if present.

It is specifically noted that the appraiser(s) have not conducted tests to determine the presence of, or absence of, Radon. We are not qualified to detect the presence of Radon gas, which requires special tests and, therefore, must suggest that if the buyer is suspect as to the presence of Radon or any other potentially hazardous substances, he or she should take steps to have proper testing done by qualified firms who have the equipment and expertise to determine the presence of this substance in the property.

POLACH APPRAISAL GROUP, INC.

In addition, if the client has any concern regarding the structural, mechanical or protective components of the improvements described herein, or the adequacy or quality of sewer, water or other utilities, it is suggested that independent contractors or experts in these disciplines be retained by said client, before relying upon this appraisal.

The separate allocation between land and improvements, if applicable, represents our judgment only under the existing utilization of the property. A re-evaluation should be made if the improvements are removed or substantially altered, and the land utilized for another purpose.

All information and comments concerning the location, neighborhood, trends, construction quality and costs, loss in value from whatever cause, condition, rents, or any other data for the property appraised herein, represents the opinions of the appraiser formed after an examination and study of the property.

Any valuation analysis of the income stream had been predicated upon financing conditions as specified in the report, which we have reason to believe are currently available for this property. Financing terms and conditions other than those indicated may alter the final value conclusions.

Stabilized expenses shown in the Income Capitalization Approach, if used, are projections, and are based on past operating history if available, and are stabilized as generally typical over a reasonable time period.

The appraiser is not required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been made previously thereto. If the appraiser(s) is subpoenaed pursuant to court order, the client will be required to compensate said appraiser(s) for his time at his regular hourly rates plus expenses.

All opinions, as to values stated, are presented as the appraiser's considered opinion based on the information set forth in the report. We assume no responsibility for changes in market conditions or for the inability of the client or any other party to achieve their desired results based upon the appraised value. Further, some of the assumptions made can be subject to variation depending upon evolving events. We realize some assumptions may never occur and unanticipated events or circumstances may occur. Therefore, actual results achieved during the projection period may vary from those in our report.

Appraisals made subject to satisfactory completion of construction, repairs, alterations, remodeling or rehabilitation, are contingent upon completion of such work in a timely manner using good quality materials and workmanship and in substantial conformity to plans or descriptions or attachments made hereto.

Unless otherwise noted, it is assumed that the construction and use of the appraised property, if improved, complies with all public authorities having jurisdiction, including but not limited to the National Environmental Protection Act and any other applicable federal, state, municipal, and local environmental impact or energy laws or regulations.

This report should not be used or relied upon by any other party except the client to whom the report is addressed. Any party who uses or relies upon any information in the report without the preparer's written consent, does so at his own risk. The Appraiser/consultant responsibility is limited to the client, and use of this appraisal by third parties shall be solely at the risk of the client and/or third parties.

A signatory of this appraisal report is a member or affiliate of the Appraisal Institute. The Bylaws and Regulations of the Institute require each member and candidate to control the use and distribution of each appraisal report signed by such member or candidate. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this was prepared. Selected portions of this appraisal report, however, shall not be given to third parties without prior written consent of the signatories of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media or other media for public communication without the prior written consent of the signatories of this appraisal report. This restriction applies particularly to the valuation conclusions, the identity of the appraisers, or any reference to the Appraisal Institute, or to the MAI, SRA, or SRPA designations.

Disclosure of the contents of this appraisal report is governed by the Bylaws and Regulations of the Appraisal Institute.

POLACH APPRAISAL GROUP, INC.

1761 S. Naperville Road • Suite 103
Wheaton, Illinois 60189
Phone: 630.682.4650
Fax: 630.682.4814

121 W. Wacker Drive • Suite 856
Chicago, Illinois 60601
Phone: 312.422.1200
Fax: 312.422.1201

April 17, 2019

Anthony Bianchin, PLS, PE
Professional Land Surveyor
Baxter & Woodman
8678 Ridgefield Rd
Crystal Lake, IL 60012

RE: Intersection of Penfield Street and Trim Creek Tributary
Beecher. IL

Mr. Bianchin –

Following is a summary breakdown by parcel.

		Owner	Property	Size			APPRAISAL	APPRAISAL REVIEW	NEGOTIATION
				SQUARE FEET	ACRES				
1	22-22-16-315-004	Individual	Vacant Land	9,945	0.23	Take	\$1,900	\$950	\$2,875
2	22-22-16-315-019	Beecher Public Library	Library	42,877	0.98	Take	\$2,500	\$1,250	\$4,375
3	22-22-16-309-002	Beecher School District	Schools	964,234	22.14	Take	\$3,750	\$1,850	\$4,375
4	22-22-16-309-013	Village of Beecher	Ball Fields	420,121	9.64	Take	\$3,500	\$1,750	\$4,375
							\$11,650	\$5,800	\$16,000

Respectfully,

POLACH APPRAISAL GROUP, INC.



Kenneth F. Polach, MAI, SRA



VILLAGE OF BEECHER
SECTION NUMBER 15-00020-00-FP
PENFIELD STREET

SERVICES BY OTHERS

ITEMS	TOTAL COST
Property Title Search (estimated)	\$ 2,000
Soil & Water Conservation District Plan Review Fee (estimated)	\$ 2,500
Soil Borings (estimated)	\$ 3,450
Soil Testing (estimated)	\$ 4,800
TOTAL	\$ 12,750



Municipal Expertise. Community Commitment.

James M. Czarnik, PE
Direct Line: (815) 412-2716
Email: jczarnik@reltd.com

April 17, 2019

Village of Beecher
625 Dixie Highway
P.O. Box 1154
Beecher, IL 60401

Attn: Robert Barber, Village Administrator

RE: Proposal for Professional Engineering Services
Lead Service Line Replacements

Dear Mr. Barber:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal for the above referenced project for lead service line replacements for the Village of Beecher (Village). REL appreciates this opportunity to participate in this project that is important to the Village. We take great pride in partnering with our clients to achieve their goals, and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: Project Overview, Scope of Services, and Payment Terms, and IEPA Agreement Requirements. Our Standard Terms and Conditions are also enclosed and should be considered as an integral part of this proposal.

1. PROJECT OVERVIEW

The recent events concerning elevated lead levels in Flint, Michigan have spurred public and regulatory agency interest in the lead content of drinking water. One of the potential routes of lead exposure is through lead water service lines that were installed prior to when lead plumbing was banned in 1986. To eliminate this risk to the public, the United States Environment Protection Agency (USEPA), the Illinois Environmental Protection Agency (IEPA), and the American Water Works Association (AWWA) are recommending replacement of lead service lines (LSLs) from the public water main to the connection with the plumbing inside the building (typically at the water meter). Legislation currently being considered by the Illinois Congress would require communities to develop a plan for the replacement of all LSLs.

To expedite the replacement of LSLs, the IEPA is currently offering very generous terms through their Public Water Supply Loan Program (PWSLP) funding (also known as IEPA low-interest loan funding). This program offers annual loan forgiveness up to \$2 million for a lead service line replacement project if the community has a median household income (MHI) less than 70% of the state's average annual income (about \$41,000/year). For communities with an MHI greater than 70% of the state's average, the IEPA is offering 50% loan forgiveness up to \$1 million for a LSL replacement project. Based on the Village's MHI, the Village is eligible for 50% loan forgiveness up to \$1 million for a LSL replacement project. If the project cost exceeds the loan forgiveness amount, this amount

will be financed by the IEPA over a 20-year repayment period with a fixed interest rate equal to 50% of the market interest rate (mean interest rate of the 20 General Obligation Bond Index market). Given the above financial incentives, an IEPA low-interest loan is an ideal funding source for the Village to utilize to replace LSLs.

The Village has reported to the IEPA that there are 194 LSLs in the community along with 528 service lines that potentially have lead solder. To maximize the funding being offered by the IEPA, the current LSL replacement project involves replacement of approximately 286 LSLs at an approximate project cost of \$2.0 million.

2. SCOPE OF SERVICES

REL has successfully navigated the IEPA PWSLP loan application process for numerous past clients and projects, and our staff keeps up-to-date on current changes to the program requirements. We also enjoy strong working relationships with key project managers and leaders of the IEPA's Infrastructure Financial Assistance Section, as well as with the various technical project managers who issue construction permits from the Bureau of Water. This results in a smooth project delivery, from the initial planning stages, through design and permitting, the construction phase, and the associated IEPA loan documentation. Over the past ten years REL has prepared project plans; facility plans; detailed construction plans and specifications; performed construction observation; conducted loan administration; and completed loan closeout documentation for more than twenty (20) projects equating to over \$65 million construction dollars. Over the same period REL has assisted these clients with obtaining principal loan forgiveness for over \$10 million dollars on these projects.

The initial steps in the loan application process are detailed below.

A. PROJECT FUNDING NOMINATION FOR LOAN ASSISTANCE

The first step of the loan application process is the easiest. REL will prepare a Funding Nomination for Loan Assistance form for the LSL replacement project. The funding nomination form supplies basic applicant information and briefly describes the project, lists the project cost, and provides the project schedule. Once submitted the IEPA will be made aware of the Village's intent to pursue PWSLP funding.

B. PROJECT PLAN

The next step in the loan process is to submit a Project Plan for the Village's proposed project for which low-interest loan money is requested. The Project Plan presents the following information:

- Project location
- Village population and demographics
- Current and future water service areas
- Estimates of current and future water usages
- Description of existing water facilities:
 - Pumping stations
 - Storage facilities
 - Water distribution mains
- Need for water system improvements
- Description of existing and potential water violations
- Detailed discussion of proposed improvements

- Detailed project cost estimates
- Project schedule
- Assertion of regulatory compliance
- Assessment of environmental impacts
- Financial analysis demonstrating the ability for loan repayment

The Project Plan is an integral component of the loan application process; its development and approval represent a critical path element of the overall loan approval schedule since the IEPA staff typically does not exert a lot of time or energy on reviewing other application items until a project has an approved Project Plan. Planning costs are also eligible for IEPA loan funding.

The Project Plan review process at the IEPA typically varies based on project complexity, and can be seasonal due to the IEPA staff focusing their summer months on finalizing numerous loans prior to their annual June 30 fiscal year end. REL will respond to any comments the IEPA may have. Once these comments have been addressed, the IEPA will request that the Village convene a public information meeting. REL will assist the Village in complying with the public notification requirements, and REL will present the Project Plan and associated exhibits at the public meeting, and respond to public comments. After taking into consideration any public comments received, the IEPA will make a determination on approving the Project Plan.

Project planning costs are eligible for reimbursement by the loan if they are identified in advance within the Project Plan.

C. CONTRACT DOCUMENT PREPARATION AND IEPA LOAN APPLICATION

An IEPA loan is never approved without actual bids for construction being reviewed and approved in advance of the loan agreement being offered to a community. Extensive contract documents, including certifications by bidders, advertising requirements, Disadvantaged Business Enterprise (DBE) subcontractor advertising requirements by prime bidders, Davis-Bacon requirements, etc. are all integral to the loan approval process. Thus, the Village may desire to proceed with final design, construction permitting and bidding of the project concurrently with preparing the loan application package, as described below. Depending on project scope and complexity, many communities even begin the design process concurrently with the Project Plan effort. Design and construction engineering costs are typically loan eligible items, as well as costs for legal/financial/administrative costs, as long as they are identified in advance within the approved Project Plan.

REL will proceed to prepare final contract documents as follows.

1. Project Initiation and Organization Meeting

REL will conduct a project initiation and organization meeting with Village staff. This meeting will establish key objectives and timeframes established by Village. This initial meeting will (a) confirm the focus and scope of the project; (b) confirm the project schedule, work items and priorities; and (c) identify key project liaisons to establish communication protocols between Village and REL. Successful project implementation will require not only the proper technical engineering expertise and experience, but also pro-active communications to ensure that Village's needs are met.

2. Information Gathering

The Village will provide any information about the locations of known LSLs based on water main replacement records or institutional knowledge. REL will meet with the Village to discuss these areas along with other areas that may contain LSLs based on age of the water infrastructure. REL will then coordinate with the Village to conduct spot inspections within the areas suspected to contain LSLs to verify the presence of LSLs. These spot inspections will involve the Village arranging access to the buildings of water users, and the Village and REL observing the plumbing adjacent to the service side of the water meter. After this work is completed, REL will coordinate with the Village will to delineate all water services to be replaced with the project.

The Village will provide any information about the locations of the water mains involved with the project (water atlases, design plans, as-built plans, GIS information, etc.). The Village will also paint the locations of the water mains and service shut off valves so that REL can field locate these items. Topographic survey is not necessary for lead service line replacement projects, and therefore is not included in our scope of services.

A site visit will be conducted by the project's design engineer. Photographs of the project areas will be taken to document existing conditions. It is our strong opinion gained through experience on similar projects that meticulous data gathering, on-site experience, and face-to-face conversations with Village staff by the design engineer are key components in a successful design process.

3. Preparation of Contract Documents

Based on the above data gathered, the design will proceed and contract documents will be prepared. The project will be designed in accordance with Part 8 – Distribution System Piping and Appurtenances of the Recommended Standards for Water Works and ANSI/AWWA Standard C810-17 – Replacement and Flushing of Lead Service Lines. Village standards will also be utilized to guide the design.

REL will prepare exhibits, construction specifications, bidding/contract documents, and an engineer's probable cost of construction. REL will prepare contract documents suitable for competitive bidding and that meet all IEPA bidding specification requirements. REL will meet with Village staff to review the 50% complete design documents. REL will again meet with Village staff to review the 90% complete design documents. The Village's comments will then be integrated to produce final design documents released for bidding.

4. Regulatory Agency Coordination & Permitting

Permitting with the IEPA is not required for LSL replacement projects; therefore, no permitting is included in our scope of services.

5. Loan Application

REL will prepare a loan application package consisting of the following:

- Loan program certifications and resolutions
- Inventory of environmental impacts, and acquisition of signoffs agencies such as the Illinois Department of Natural Resources and Illinois Historic Preservation Society
- Financial information including:
 - Approved operation, maintenance and replacement revenue system
 - Approved dedicated source of revenue
 - Ordinance providing evidence of indebtedness
 - Annual audit
- Project completion schedule
- Plans, specifications, contract documents and bid results

6. Project Bidding

Once the project is designed and permitted, then the project will be bid. REL will assist the Village with advertising the project by contacting contractors who typically perform water system construction. REL will respond to contractor questions during the bidding phase and issue addenda to the contract documents when required. REL will attend the bid opening, prepare the bid tabulation, assist the Village in evaluating the bid proposals, and prepare a letter of recommendation for award of the contract.

3. PAYMENT TERMS

REL proposes to perform the design phase of the project (Items A. through C. above) for a lump sum fee of \$55,000. This fee will be billed on a percentage completion basis. Any other work not listed in the scope above requested and authorized by the Village will be billed at our standard hourly rates.

4. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

5. IEPA LOAN CONDITIONS

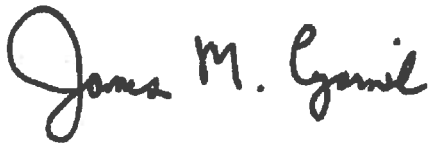
For State Revolving Fund (SRF) loan projects, the IEPA requires specific conditions to be part of the engineering agreement. These requirements are attached, and are to be considered additional terms of the agreement.

To execute this proposal, please sign the signature block below, as well as initial and date the bottom of the Standards Terms and Conditions page.

Please let me know how you would like to proceed. Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at (815) 412-2716 or email me at jczarnik@reltd.com with any questions regarding this proposal, or if any additional information is needed.

Very truly yours,

ROBINSON ENGINEERING, LTD.



James M. Czarnik, PE
Senior Project Manager
JMC/pc

cc: Russ Prekwas, REL

Accepted this _____ day of _____, 2019.

By: _____
Signature

Printed Name, Title

IEPA AGREEMENT REQUIREMENTS

1. Audit, Access to Records

- i) The ENGINEER agrees to include subsections (i) through (iv) below in all contracts and subcontracts directly related to project performances which are in excess of \$25,000. To maintain books, records, documents and other evidence directly pertinent to performance of Agency loan work under this agreement consistent with generally accepted accounting principles in accordance with the American Institute of Certified Public Accountants Professional Standards. The IEPA or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection.
- ii) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- iii) The ENGINEER agrees to disclosure of all information and reports resulting from access to records pursuant to subsection (i) above, to the IEPA. Where the audit concerns the ENGINEER, the auditing agency will afford the ENGINEER an opportunity for an audit exit conference to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- iv) Records under subsection (i) above shall be maintained and made available during performance on IEPA loan work under this agreement and until three years from date of final IEPA loan audit for the project. In addition, those records which relate to any "dispute" appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, costs, or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation or exception.

2. Covenant Against Contingent Fees

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

3. DBE/MBE/WBE

The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises, minority business enterprises and women's business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with the IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.

4. Non-Discrimination

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

5. Certification of no Disbarment or Suspension

The ENGINEER certifies that no person(s) performing services under this agreement has been not been disbarred or suspended in accordance with federal Executive Order 12549.

ROBINSON ENGINEERING, LTD ("REL")
STANDARD TERMS AND CONDITIONS

CONTRACT - These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELiance - REL may, without liability, rely on the accuracy and completeness of information provided by Client. Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE - The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

DELAYS - REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

SUSPENSION & TERMINATION - Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

OPINION OF PROBABLE COSTS - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost shall not vary from opinions of probable Construction Cost prepared by REL.

REUSE OF PROJECT DELIVERABLES - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

RIGHT OF ENTRY - Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIRONMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

RELATIONSHIP WITH CONTRACTORS - REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractor's work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor, nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY - REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for the Client's cause or causes of action; such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

INSURANCE - REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of insurance shall be provided by REL upon written request.

MUTUAL WAIVER - To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

GOVERNING LAW, JURISDICTION & VENUE - This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT - A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT - A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL - All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS - To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

Client's Initial: _____

Date: _____

10/2014

Robert Barber

From: Russ Prekwas <rprekwas@reltd.com>
Sent: Friday, April 19, 2019 8:47 AM
To: Bob Barber (bobadm@villageofbeecheer.org)
Subject: Lead service data from IEPA
Attachments: SnipImage.JPG

Bob

This is the information that the IEPA has on lead services for Beecher. Note that this data was provided by Harold Cowger on April 11, 2018.

CountyText	SDWISID	FacilityName	ReportingYear	TotalServiceConnections	WholesaleConnections	RetailConnections	ServicesLead
Will	IL1970050	Beecher (PWS)	2017	2,287	0	2,287	194

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Village of Beecher Lead services costs calculator

IEPA Formal Name	Direct Pop. Water System	Average Day (based on IDNR Data or 8D gpcpd) MGD	Median Home Income (MHI)	% of MHI	Lead Community	REL Project Number	Number of Lead Services	Cost Est to R&R Service Lines	Total Galv + Copper solder + Unknown	Cost Est for R&R Unknown Service Lines	Cost Est for R&R Combined Lead and Unknown
Beecher village, Illinois	4,360	0.35	\$67,150	109.67%	Yes-Lead	Go	194	\$ 1,358,000	528	\$ 3,696,000	\$ 5,054,000

IEPA Loan - Greater than 70% MHI

Term	20	20	20	20	20	20
Interest	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
PV	\$ 500,000	\$ 500,000	\$ 1,000,000	\$ 1,500,000	\$ 2,000,000	\$ 2,000,000
Forgiveness (50% or up to \$1 Million)	\$ 250,000	\$ 250,000	\$ 500,000	\$ 750,000	\$ 1,000,000	\$ 1,000,000
PV-Forgiveness	\$ 15,289	\$ 15,289	\$ 30,578	\$ 45,868	\$ 61,157	\$ 61,157
Rate increase (per 1,000 gallons)	\$ 0.12	\$ 0.12	\$ 0.24	\$ 0.36	\$ 0.48	\$ 0.48
Average Residential Monthly Bill Increase	\$ 0.90	\$ 0.90	\$ 1.80	\$ 2.69	\$ 3.59	\$ 3.59
Average Residential Yearly Bill Increase	\$ 10.77	\$ 10.77	\$ 21.54	\$ 32.31	\$ 43.08	\$ 43.08

Number of Service Lines	71	143	214	286
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Sen. Heather A. Steans

Filed: 5/3/2019

10100HB3035sam001

LRB101 08053 LNS 60251 a

1 AMENDMENT TO HOUSE BILL 3035

2 AMENDMENT NO. _____. Amend House Bill 3035 by replacing
3 everything after the enacting clause with the following:

4 "Section 1. Short title. This Act may be cited as the Lead
5 Service Line Replacement and Notification Act.

6 Section 5. Purpose. The purpose of this Act is to: (1)
7 require the owners and operators of community water supplies to
8 develop, implement, and maintain a comprehensive water service
9 line material inventory and a comprehensive lead service line
10 replacement plan, provide notice to occupants of potentially
11 affected buildings before any construction or repair work on
12 water mains or lead service lines, and to request access to
13 potentially affected buildings before replacing lead service
14 lines; and (2) to prohibit partial lead service line
15 replacements.

1 Section 10. Definitions. As used in this Act, unless the
2 context otherwise clearly requires:

3 "Agency" means the Illinois Environmental Protection
4 Agency.

5 "Board" means the Illinois Pollution Control Board.

6 "Community water supply" has the meaning ascribed to it in
7 Section 3.145 of the Environmental Protection Act.

8 "Department" means the Illinois Department of Public
9 Health.

10 "Emergency repair" means any unscheduled water main, water
11 service, or water valve repair or replacement that results from
12 failure or accident.

13 "Lead service line" means a service line made of lead or a
14 service line connected to a lead pigtail, lead gooseneck, or
15 other lead fitting.

16 "Material inventory" means a water service line material
17 inventory developed by a community water supply pursuant to
18 this Act.

19 "Non-community water supply" has the meaning ascribed to it
20 in Section 3.145 of the Environmental Protection Act.

21 "NSF/ANSI Standard" means a water treatment standard
22 developed by NSF International.

23 "Partial lead service line replacement" means replacement
24 of only a portion of a lead service line.

25 "Potentially affected building" means any building that is
26 provided water service through a service line that is either a

1 lead service line or a suspected lead service line.

2 "Public water supply" has the meaning ascribed to it in
3 Section 3.365 of the Environmental Protection Act.

4 "Service line" means the piping, tubing, and necessary
5 appurtenances installed on any conduit from the water main or
6 source of potable water supply to the building plumbing at the
7 first shut-off valve or 18 inches inside the building,
8 whichever is shorter.

9 "Suspected lead service line" means a service line that is
10 suspected to be a lead service line.

11 "Small system" means a community water supply that
12 regularly serves water to 3,300 or fewer persons.

13 Section 15. Material inventories.

14 (a) The owner or operator of each community water supply
15 shall:

16 (1) develop an initial material inventory and submit
17 the material inventory electronically to the Agency by
18 April 15, 2020;

19 (2) update its material inventory and submit the
20 updated material inventory electronically to the Agency by
21 April 15, 2021, and each April 15 thereafter, until the
22 owner or operator has substantially completed an inventory
23 of all service lines in its system; and

24 (3) after the Agency has initially reviewed and
25 approved the community water supply's substantially

1 complete inventory, the community water supply shall
2 update its inventory no less than every 3 years and shall
3 submit any revisions, if necessary, to the Agency.

4 (b) The Agency shall review each material inventory
5 submitted to it under this Section. If the Agency determines
6 that the community water supply is making substantial progress
7 toward characterizing the materials of all service lines
8 connected to its distribution system, with a priority on
9 identifying all lead service lines connected to its
10 distribution system, then the Agency shall approve the material
11 inventory.

12 (c) Each material inventory prepared for a community water
13 supply shall identify:

14 (1) the total number of service lines connected to the
15 community water supply's distribution system;

16 (2) the materials of construction of each service line
17 connected to the community water supply's distribution
18 system;

19 (3) the number of suspected lead service lines that
20 were newly identified in the material inventory for the
21 community water supply after the community water supply
22 last submitted a service line inventory to the Agency; and

23 (4) the number of suspected or known lead service lines
24 that were replaced after the community water supply last
25 submitted a service line inventory to the Agency, and the
26 material of the service line that replaced each lead

1 service line.

2 When identifying the materials of construction under
3 paragraph (2) of this subsection, the owner or operator of the
4 community water supply shall identify the type of construction
5 material used on the customer's side of the curb box or meter
6 or other line of demarcation and the community water supply's
7 side of the curb box or meter or other line of demarcation.

8 (d) In substantially completing its material inventory,
9 the owner or operator of each community water supply shall:

10 (1) prioritize inspections of high-risk areas
11 identified by the community water supply and inspections of
12 high-risk facilities, such as preschools, daycares, parks,
13 playgrounds, hospitals, and clinics, and confirm service
14 line materials in those areas and at those facilities;

15 (2) review historical documentation, such as
16 construction logs or cards, as-built drawings, purchase
17 orders, and subdivision plans, to determine service line
18 material construction;

19 (3) when conducting distribution system maintenance,
20 visually inspect service lines and document materials of
21 construction;

22 (4) identify any time period when the service lines
23 being connected to its distribution system were primarily
24 lead service lines, if such a time period is known or
25 suspected; and

26 (5) discuss service line repair and installation with

1 its employees, plumbers who worked on service lines
2 connected to its distribution system, or both.

3 (e) The owner or operator of each community water supply
4 shall maintain records of persons who refuse to grant access to
5 the interior of a building for purposes of identifying the
6 materials of construction of a service line. If a community
7 water supply has been denied access to the interior of a
8 building for that reason, then the community water supply may
9 identify the service line as a suspected lead service line.

10 (f) If a community water supply identifies a lead service
11 line connected to a building, the owner or operator of the
12 community water supply shall notify the owner of the building
13 and all occupants of the building of the existence of the lead
14 service line within 15 days after identifying the lead service
15 line, or as soon as is reasonably possible thereafter.

16 (g) Nothing in this Section shall be construed to require
17 service lines to be unearthed for the sole purpose of
18 inventorying.

19 (h) An owner or operator of a community water supply has no
20 duty to include in the material inventory required under this
21 Section information about service lines that are physically
22 disconnected from a water main in its distribution system.

23 (i) When conducting engineering evaluations of community
24 water supplies, the Agency may conduct a separate audit to
25 identify progress that the community water supply has made
26 toward completing the material inventory required under this

1 Act.

2 (j) The owner or operator of each community water supply
3 shall post on its website a copy of the material inventory most
4 recently approved by the Agency or shall request that the
5 Agency post a copy of that material inventory on the Agency's
6 website.

7 (k) The Agency shall by rule define "substantial progress",
8 "substantially completed", and "suspected lead service line".
9 In determining these definitions, the Agency shall give primary
10 consideration to the impact of lead on public health,
11 especially with respect to high-risk areas.

12 Section 20. Lead service line replacement plans.

13 (a) Every owner or operator of a community water supply
14 that has known or suspected lead service lines shall:

15 (1) create a plan to:

16 (A) replace each lead service line connected to its
17 distribution system;

18 (B) replace each galvanized service line connected
19 to its distribution system, if the galvanized service
20 line is or was connected downstream to lead piping;

21 (C) determine the materials of construction of
22 suspected lead service lines and service lines of
23 unknown materials; and

24 (D) propose a timeline for review and regular
25 revisions of the lead service line replacement plan;

1 and

2 (2) electronically submit, by April 15, 2021, its lead
3 service line replacement plan to the Agency for approval;
4 and

5 (3) post on its website a copy of the plan most
6 recently approved by the Agency or request that the Agency
7 post a copy of that plan on the Agency's website.

8 (b) Each plan required under subsection (a) shall include
9 the following:

10 (1) the name and identification number of the community
11 water supply;

12 (2) the total number of service lines connected to the
13 distribution system of the community water supply;

14 (3) the total number of suspected lead service lines
15 connected to the distribution system of the community water
16 supply;

17 (4) the total number of known lead service lines
18 connected to the distribution system of the community water
19 supply;

20 (5) the total number of lead service lines connected to
21 the distribution system of the community water supply that
22 have been replaced each year beginning in 2018;

23 (6) a proposed lead service line replacement schedule
24 that includes one-year, 5-year, and 10-year goals;

25 (7) the estimated total number of remaining years until
26 all known lead service lines have been replaced or

1 suspected lead service lines have been determined to be
2 made of materials other than lead, and the estimated year
3 in which lead service line replacement will be complete;

4 (8) an analysis of costs and financing options for
5 replacing the lead service lines connected to the community
6 water supply's distribution system, which shall include,
7 but shall not be limited to:

8 (A) a detailed accounting of costs associated with
9 replacing lead service lines and galvanized lines that
10 are or were connected downstream to lead piping;

11 (B) measures to address affordability for
12 customers or ratepayers; and

13 (C) consideration of different scenarios for
14 structuring payments between the utility and its
15 customers over time; and

16 (9) a feasibility and affordability plan that
17 includes, but is not limited to, information on how the
18 community water supply intends to fund or finance lead
19 service line replacement, in different situations, such as
20 those situations including, but not limited to, where the
21 community water supply pays for:

22 (A) the portion of the service lines owned by the
23 community water supply and the property owner pays for
24 the portion he or she owns;

25 (B) the entire replacement and has a low interest
26 loan for the property owner to pay for the replacement

1 over time on his or her water bill; or

2 (C) the entire replacement; and

3 (10) a plan for prioritizing high-risk facilities,
4 such as preschools, daycares, parks, playgrounds,
5 hospitals, and clinics, as well as high-risk areas
6 identified by the community water supply;

7 (11) a map of the areas where lead service lines are
8 expected to be found and the sequence with which those
9 areas will be inventoried and lead service lines replaced;
10 and

11 (12) measures for how the community water supply will
12 inform the public of the plan and provide opportunity for
13 public comment.

14 (c) The Agency shall review each plan submitted to it under
15 this Section. The Agency shall approve a plan if the plan
16 includes all of the elements set forth in subsection (b) and
17 the Agency if it determines that:

18 (1) the proposed lead service line replacement
19 schedule set forth in the plan, including the one-year,
20 5-year, and 10-year goals in the plan and the estimated
21 date by which all lead service lines will be replaced, are
22 reasonable;

23 (2) the plan prioritizes the replacement of lead
24 service lines that provide water service to high-risk
25 facilities, such as preschools, daycares, parks,
26 playgrounds, hospitals, and clinics, and high-risk areas

1 identified by the community water supply;

2 (3) the plan includes an analysis of cost and financing
3 options; and

4 (4) the plan provides an opportunity for public review.

5 (d) An owner or operator of a community water supply has no
6 duty to include in the plans required under this Section
7 information about service lines that are physically
8 disconnected from a water main in its distribution system.

9 Section 25. Lead service line replacement requirements.

10 (a) When a community water supply replaces a water main,
11 the community water supply shall identify all lead service
12 lines connected to the water main and shall replace, in
13 accordance with its lead service line replacement plan, the
14 lead service lines by:

15 (1) identifying the material or materials of each
16 service line connected to the water main, including, but
17 not limited to, any portion of the service line (i) running
18 on private property and (ii) within the building plumbing
19 at the first shut-off valve or 18 inches inside the
20 building, whichever is shorter; and

21 (2) in conjunction with replacement of the water main,
22 replacing any and all portions of each service line
23 connected to that water main that are composed of lead.

24 In the event of an emergency repair that affects a lead
25 service line or a suspected lead service line, a community

1 water supply must contact the building owner to begin the
2 process of replacing the entire service line. If the building
3 owner is not able to be contacted or the building owner or
4 occupant refuses to grant access and permission to replace the
5 entire service line at the time of the emergency repair, then
6 the community water supply may perform a partial lead service
7 line replacement. When a partial lead service line replacement
8 occurs due to an emergency repair, the community water supply
9 must (i) provide filters, for each kitchen area, that meet the
10 requirements of NSF/ANSI Standard 53, which is hereby
11 incorporated by reference, and (ii) must replace the remaining
12 portion of the lead service line within 30 days of the
13 emergency repair unless access is denied under Section 30. A
14 community water supply may take up to 120 days if necessary due
15 to weather conditions. If a replacement takes longer than 30
16 days, provided filters must be replaced in accordance with the
17 manufacturer's recommendations. Partial lead service line
18 replacement by the owner or operator of a community water
19 supply is otherwise prohibited.

20 (b) If an owner of a potentially affected building intends
21 to replace a portion of a lead service line or a galvanized
22 service line, if the galvanized service line is or was
23 connected downstream to lead piping, then the owner of the
24 potentially affected building shall provide the owner or
25 operator of the community water supply with notice at least 45
26 days before commencing the work. In the case of an emergency

1 repair, if the owner of the potentially affected building
2 notifies the owner or operator of the community water supply of
3 the replacement of a portion of the lead service line after the
4 emergency repair is completed, then the owner or operator of
5 the community water supply must provide filters certified to
6 remove lead and replace the remainder of the lead service line
7 within 30 days after completion of the emergency repair. A
8 community water supply may take up to 120 days if necessary due
9 to weather conditions. If a replacement takes longer than 30
10 days, provided filters must be replaced every 30 days
11 thereafter. Partial lead service line replacements by the
12 owners of potentially affected buildings are otherwise
13 prohibited.

14 Section 30. Request for private property access.

15 (a) At least one month before conducting planned lead
16 service line replacement, the owner or operator of a community
17 water supply shall, by certified mail, attempt to contact the
18 owner of the potentially affected building serviced by the lead
19 service line to request access to the building and permission
20 to replace the lead service line in accordance with the lead
21 service line replacement plan. If the owner of the potentially
22 affected building does not respond to that request within 2
23 weeks after the request is sent, the owner or operator of the
24 community water supply shall attempt to post the request on the
25 entryway of the potentially affected building.

1 (b) If the owner or operator of a community water supply is
2 unable to obtain approval to access and replace the lead
3 service line, the owner or operator of the community water
4 supply shall request that the owner of the potentially affected
5 building sign a waiver. The waiver shall be developed by the
6 Department and should be made available in the owner's
7 language. If the owner of the potentially affected building
8 refuses to sign the waiver, or fails to respond to the
9 community water supply after the community water supply has
10 complied with subsection (a), the community water supply shall
11 notify the Department in writing within 15 working days.

12 Section 35. Construction notice.

13 (a) When replacing a lead service line or repairing or
14 replacing water mains with lead service lines or partial lead
15 service lines attached to them, the owner or operator of a
16 community water supply shall provide the owner of each
17 potentially affected building that is serviced by the affected
18 lead service lines or partial lead service lines, as well as
19 the occupants of those buildings, with an individual written
20 notice that includes, at a minimum, the following:

21 (1) a warning that the work may result in sediment,
22 possibly containing lead from the service line, in the
23 building's water;

24 (2) information concerning the best practices for
25 preventing exposure to or risk of consumption of lead in

1 drinking water, including a recommendation to flush water
2 lines during and after the completion of the repair or
3 replacement work and to clean faucet aerator screens; and

4 (3) information regarding the dangers of lead exposure
5 to young children and pregnant women.

6 (b) When the individual written notice described in
7 subsection (a) is required as a result of planned work other
8 than the repair or replacement of a water meter, the owner or
9 operator of the community water supply shall provide the notice
10 not less than 14 days before work begins. When the individual
11 written notice described in subsection (a) is required as a
12 result of emergency repairs other than the repair or
13 replacement of a water meter, the owner or operator of the
14 community water supply shall provide the notice as soon as is
15 reasonably possible. When the individual written notice
16 described in subsection (a) is required as a result of the
17 repair or replacement of a water meter, the owner or operator
18 of the community water supply shall provide the notice at the
19 time the work is initiated.

20 (c) If a community water supply serves a significant
21 proportion of non-English speaking consumers, the
22 notifications required under this Section must contain
23 information in the appropriate language regarding the
24 importance of the notice and a telephone number or address
25 where a person may contact the owner or operator of the
26 community water supply to obtain a translated copy of the

1 notification or request assistance in the appropriate
2 language.

3 (d) An owner or operator of a community water supply that
4 is required under this Section to provide an individual written
5 notice to the owner and occupants of a potentially affected
6 building that is a multi-dwelling building may satisfy that
7 requirement and the requirements of subsection (c) by posting
8 the required notice on the primary entranceway of the building
9 and at the location where the occupant's mail is delivered as
10 reasonably as possible.

11 (e) When this Section would require the owner or operator
12 of a community water supply to provide an individual written
13 notice to the entire community served by the community water
14 supply or would require the owner or operator of a community
15 water supply to provide individual written notices as a result
16 of emergency repairs or when the community water supply that is
17 required to comply with this Section is a small system, the
18 owner or operator of the community water supply may provide the
19 required notice through local media outlets, social media, or
20 other similar means in lieu of providing the individual written
21 notices otherwise required under this Section.

22 (f) No notifications are required under this Section for
23 work performed on water mains that are used to transmit treated
24 water between community water supplies and that have no service
25 connections.

1 Section 40. Replacement program progress reports. The
2 owner or operator of each community water supply shall include
3 the following information in the annual consumer confidence
4 report required under the United States Environmental
5 Protection Agency's National Primary Drinking Water
6 Regulations:

7 (1) an estimate of the number of known or suspected
8 lead service lines connected to its distribution system;
9 and

10 (2) a statement describing progress that has been made
11 toward replacing lead service lines connected to its
12 distribution system.

13 Section 50. Board review. Authority is hereby vested in the
14 Illinois Pollution Control Board to conduct hearings to review
15 final actions of the Agency.

16 Section 55. Community water supply liability. To the extent
17 allowed by law, community water supplies shall be held harmless
18 for damage to property when installing water service lines. If
19 dangers are encountered that prevent the replacement of the
20 lead service line, the community water supply shall notify the
21 Department within 15 working days of why the replacement of the
22 lead service could not be accomplished.

23 Section 60. Rules.

1 (a) The Agency may propose and the Board may adopt any
2 rules necessary to implement and administer this Act.

3 (b) The Department may adopt rules necessary to implement
4 and administer this Act and to address lead service lines
5 attached to non-community water supplies.

6 Section 100. The Department of Commerce and Economic
7 Opportunity Law of the Civil Administrative Code of Illinois is
8 amended by adding Section 605-870 as follows:

9 (20 ILCS 605/605-870 new)

10 Sec. 605-870. Low-income water assistance policy and
11 program.

12 (a) The Department shall by rule establish a comprehensive
13 low-income water assistance policy and program that
14 incorporates financial assistance and includes, but is not
15 limited to, water efficiency or water quality projects, such as
16 lead service line replacement, or other measures to ensure that
17 residents have access to affordable and clean water. The policy
18 and program shall not jeopardize the ability of public
19 utilities, community water supplies, or other entities to
20 receive just compensation for providing services. The
21 resources applied in achieving the policy and program shall be
22 coordinated and efficiently used through the integration of
23 public programs and through the targeting of assistance. The
24 Department shall use all appropriate and available means to

1 fund this program and, to the extent possible, identify and use
2 sources of funding that complement State tax revenues. The rule
3 shall be finalized within 180 days after the effective date of
4 this Act, or within 60 days after receiving an appropriation
5 for the program.

6 (b) Any person who is a resident of the State and whose
7 household income is not greater than an amount determined
8 annually by the Department may apply for assistance under this
9 Section in accordance with rules adopted by the Department. In
10 setting the annual eligibility level, the Department shall
11 consider the amount of available funding and may not set a
12 limit higher than 150% of the poverty guidelines updated
13 periodically in the Federal Register by the U.S. Department of
14 Health and Human Services under the authority of 42 U.S.C.
15 9902(2).

16 (c) Applicants who qualify for assistance under subsection
17 (b) shall, subject to appropriation from the General Assembly
18 and subject to availability of funds to the Department, receive
19 assistance as provided in this Section. The Department, upon
20 receipt of moneys authorized under this Section for assistance,
21 shall commit funds for each qualified applicant in an amount
22 determined by the Department. In determining the amounts of
23 assistance to be provided to or on behalf of a qualified
24 applicant, the Department shall ensure that the highest amounts
25 of assistance go to households with the greatest water costs in
26 relation to household income. The Department may consider

1 factors such as water costs, household size, household income,
2 and region of the State when determining individual household
3 benefits. In adopting rules for the administration of this
4 Section, the Department shall ensure that a minimum of
5 one-third of the funds for the program are available for
6 benefits to eligible households with the lowest incomes and
7 that elderly households, households with persons with
8 disabilities, and households with children under 6 years of age
9 are offered a priority application period.

10 (d) Application materials for the program shall be made
11 available in multiple languages.

12 (e) The Department may adopt any rules necessary to
13 implement this Section.

14 Section 105. The Public Utilities Act is amended by
15 changing Section 8-306 as follows:

16 (220 ILCS 5/8-306)

17 Sec. 8-306. Special provisions relating to water and sewer
18 utilities.

19 (a) No later than 120 days after the effective date of this
20 amendatory Act of the 94th General Assembly, the Commission
21 shall prepare, make available to customers upon request, and
22 post on its Internet web site information concerning the
23 service obligations of water and sewer utilities and remedies
24 that a customer may pursue for a violation of the customer's

1 rights. The information shall specifically address the rights
2 of a customer of a water or sewer utility in the following
3 situations:

4 (1) The customer's water meter is replaced.

5 (2) The customer's bill increases by more than 50%
6 within one billing period.

7 (3) The customer's water service is terminated.

8 (4) The customer wishes to complain after receiving a
9 termination of service notice.

10 (5) The customer is unable to make payment on a billing
11 statement.

12 (6) A rate is filed, including without limitation a
13 surcharge or annual reconciliation filing, that will
14 increase the amount billed to the customer.

15 (7) The customer is billed for services provided prior
16 to the date covered by the billing statement.

17 (8) The customer is due to receive a credit.

18 Each billing statement issued by a water or sewer utility
19 shall include an Internet web site address where the customer
20 can view the information required under this subsection (a) and
21 a telephone number that the customer may call to request a copy
22 of the information.

23 (b) A water or sewer utility may discontinue service only
24 after it has mailed or delivered by other means a written
25 notice of discontinuance substantially in the form of Appendix
26 A of 83 Ill. Adm. Code 280. The notice must include the

1 Internet web site address where the customer can view the
2 information required under subsection (a) and a telephone
3 number that the customer may call to request a copy of the
4 information. Any notice required to be delivered or mailed to a
5 customer prior to discontinuance of service shall be delivered
6 or mailed separately from any bill. Service shall not be
7 discontinued until at least 5 days after delivery or 8 days
8 after the mailing of this notice. Service shall not be
9 discontinued and shall be restored if discontinued for the
10 reason which is the subject of a dispute or complaint during
11 the pendency of informal or formal complaint procedures of the
12 Illinois Commerce Commission under 83 Ill. Adm. Code 280.160 or
13 280.170, where the customer has complied with those rules.
14 Service shall not be discontinued and shall be restored if
15 discontinued where a customer has established a deferred
16 payment agreement pursuant to 83 Ill. Adm. Code 280.110 and has
17 not defaulted on such agreement. Residential customers who are
18 indebted to a utility for past due utility service shall have
19 the opportunity to make arrangements with the utility to retire
20 the debt by periodic payments, referred to as a deferred
21 payment agreement, unless this customer has failed to make
22 payment under such a plan during the past 12 months. The terms
23 and conditions of a reasonable deferred payment agreement shall
24 be determined by the utility after consideration of the
25 following factors, based upon information available from
26 current utility records or provided by the customer or

1 applicant:

- 2 (1) size of the past due account;
- 3 (2) customer or applicant's ability to pay;
- 4 (3) customer or applicant's payment history;
- 5 (4) reason for the outstanding indebtedness; and
- 6 (5) any other relevant factors relating to the
- 7 circumstances of the customer or applicant's service.

8 A residential customer shall pay a maximum of one-fourth of the

9 amount past due and owing at the time of entering into the

10 deferred payment agreement, and the water or sewer utility

11 shall allow a minimum of 2 months from the date of the

12 agreement and a maximum of 12 months for payment to be made

13 under a deferred payment agreement. Late payment charges may be

14 assessed against the amount owing that is the subject of a

15 deferred payment agreement.

16 (c) A water or sewer utility shall provide notice as

17 required by subsection (a) of Section 9-201 after the filing of

18 each information sheet under a purchased water surcharge,

19 purchased sewage treatment surcharge, or qualifying

20 infrastructure plant surcharge. The utility also shall post

21 notice of the filing in accordance with the requirements of 83

22 Ill. Adm. Code 255. Unless filed as part of a general rate

23 increase, notice of the filing of a purchased water surcharge

24 rider, purchased sewage treatment surcharge rider, or

25 qualifying infrastructure plant surcharge rider also shall be

26 given in the manner required by this subsection (c) for the

1 filing of information sheets.

2 (d) Commission rules pertaining to formal and informal
3 complaints against public utilities shall apply with full and
4 equal force to water and sewer utilities and their customers,
5 including provisions of 83 Ill. Adm. Code 280.170, and the
6 Commission shall respond to each complaint by providing the
7 consumer with a copy of the utility's response to the complaint
8 and a copy of the Commission's review of the complaint and its
9 findings. The Commission shall also provide the consumer with
10 all available options for recourse.

11 (e) Any refund shown on the billing statement of a customer
12 of a water or sewer utility must be itemized and must state if
13 the refund is an adjustment or credit.

14 (f) Water service for building construction purposes. At
15 the request of any municipality or township within the service
16 area of a public utility that provides water service to
17 customers within the municipality or township, a public utility
18 must (1) require all water service used for building
19 construction purposes to be measured by meter and subject to
20 approved rates and charges for metered water service and (2)
21 prohibit the unauthorized use of water taken from hydrants or
22 service lines installed at construction sites.

23 (g) Water meters.

24 (1) Periodic testing. Unless otherwise approved by the
25 Commission, each service water meter shall be periodically
26 inspected and tested in accordance with the schedule

1 specified in 83 Ill. Adm. Code 600.340, or more frequently
2 as the results may warrant, to insure that the meter
3 accuracy is maintained within the limits set out in 83 Ill.
4 Adm. Code 600.310.

5 (2) Meter tests requested by customer.

6 (A) Each utility furnishing metered water service
7 shall, without charge, test the accuracy of any meter
8 upon request by the customer served by such meter,
9 provided that the meter in question has not been tested
10 by the utility or by the Commission within 2 years
11 previous to such request. The customer or his or her
12 representatives shall have the privilege of witnessing
13 the test at the option of the customer. A written
14 report, giving the results of the test, shall be made
15 to the customer.

16 (B) When a meter that has been in service less than
17 2 years since its last test is found to be accurate
18 within the limits specified in 83 Ill. Adm. Code
19 600.310, the customer shall pay a fee to the utility
20 not to exceed the amounts specified in 83 Ill. Adm.
21 Code 600.350(b). Fees for testing meters not included
22 in this Section or so located that the cost will be out
23 of proportion to the fee specified will be determined
24 by the Commission upon receipt of a complete
25 description of the case.

26 (3) Commission referee tests. Upon written application

1 to the Commission by any customer, a test will be made of
2 the customer's meter by a representative of the Commission.
3 For such a test, a fee as provided for in subsection (g) (2)
4 shall accompany the application. If the meter is found to
5 be registering more than 1.5% fast on the average when
6 tested as prescribed in 83 Ill. Adm. Code 600.310, the
7 utility shall refund to the customer the amount of the fee.
8 The utility shall in no way disturb the meter after a
9 customer has made an application for a referee test until
10 authority to do so is given by the Commission or the
11 customer in writing.

12 (h) Water and sewer utilities; low usage. Each public
13 utility that provides water and sewer service must establish a
14 unit sewer rate, subject to review by the Commission, that
15 applies only to those customers who use less than 1,000 gallons
16 of water in any billing period.

17 (i) Water and sewer utilities; separate meters. Each public
18 utility that provides water and sewer service must offer
19 separate rates for water and sewer service to any commercial or
20 residential customer who uses separate meters to measure each
21 of those services. In order for the separate rate to apply, a
22 combination of meters must be used to measure the amount of
23 water that reaches the sewer system and the amount of water
24 that does not reach the sewer system.

25 (j) Each water or sewer public utility must disclose on
26 each billing statement any amount billed that is for service

1 provided prior to the date covered by the billing statement.
2 The disclosure must include the dates for which the prior
3 service is being billed. Each billing statement that includes
4 an amount billed for service provided prior to the date covered
5 by the billing statement must disclose the dates for which that
6 amount is billed and must include a copy of the document
7 created under subsection (a) and a statement of current
8 Commission rules concerning unbilled or misbilled service.

9 (k) When the customer is due a refund resulting from
10 payment of an overcharge, the utility shall credit the customer
11 in the amount of overpayment with interest from the date of
12 overpayment by the customer. The rate for interest shall be at
13 the appropriate rate determined by the Commission under 83 Ill.
14 Adm. Code 280.70.

15 (l) Water and sewer public utilities; subcontractors. The
16 Commission shall adopt rules for water and sewer public
17 utilities to provide notice to the customers of the proper kind
18 of identification that a subcontractor must present to the
19 customer, to prohibit a subcontractor from soliciting or
20 receiving payment of any kind for any service provided by the
21 water or sewer public utility or the subcontractor, and to
22 establish sanctions for violations.

23 (m) Water and sewer public utilities; non-revenue
24 ~~unaccounted for~~ water. ~~Each~~ ~~By December 31, 2006,~~ each water
25 public utility shall file tariffs with the Commission to
26 establish the maximum percentage of non-revenue

1 ~~unaccounted for~~ water that would be considered in the
2 determination of any rates or surcharges. The rates or
3 surcharges approved for a water public utility shall not
4 include charges for non-revenue ~~unaccounted for~~ water in
5 excess of this maximum percentage without well-documented
6 support and justification for the Commission to consider in any
7 request to recover charges in excess of the tariffed maximum
8 percentage.

9 (n) Rate increases; public forums. When any public utility
10 providing water or sewer service proposes a general rate
11 increase, in addition to other notice requirements, the water
12 or sewer public utility must notify its customers of their
13 right to request a public forum. A customer or group of
14 customers must make written request to the Commission for a
15 public forum and must also provide written notification of the
16 request to the customer's municipal or, for unincorporated
17 areas, township government. The Commission, at its discretion,
18 may schedule the public forum. If it is determined that public
19 forums are required for multiple municipalities or townships,
20 the Commission shall schedule these public forums, in locations
21 within approximately 45 minutes drive time of the
22 municipalities or townships for which the public forums have
23 been scheduled. The public utility must provide advance notice
24 of 30 days for each public forum to the governing bodies of
25 those units of local government affected by the increase. The
26 day of each public forum shall be selected so as to encourage

1 the greatest public participation. Each public forum will begin
2 at 7:00 p.m. Reports and comments made during or as a result of
3 each public forum must be made available to the hearing
4 officials and reviewed when drafting a recommended or tentative
5 decision, finding or order pursuant to Section 10-111 of this
6 Act.

7 (o) The Commission may allow or direct a water utility to
8 establish a customer assistance program that provides
9 financial relief to residential customers who qualify for
10 income-related assistance.

11 A customer assistance program established under this
12 subsection that affects rates and charges for service is not
13 discriminatory for purposes of this Act or any other law
14 regulating rates and charges for service. In considering
15 whether to approve a water utility's proposed customer
16 assistance program, the Commission must determine that a
17 customer assistance program established under this subsection
18 is in the public interest.

19 The Commission shall adopt rules to implement this
20 subsection. These rules shall require customer assistance
21 programs under this subsection to coordinate with utility
22 energy efficiency programs and the Illinois Home
23 Weatherization Assistance Program for the purpose of informing
24 eligible customers of additional resources that may help the
25 customer conserve water.

26 (Source: P.A. 94-950, eff. 6-27-06.)

1 Section 110. The Environmental Protection Act is amended by
2 adding Section 17.12 as follows:

3 (415 ILCS 5/17.12 new)

4 Sec. 17.12. Cost of service study.

5 (a) An entity subject to the federal Safe Drinking Water
6 Act and the federal Clean Water Act that has over 2,000 meter
7 connections shall conduct a cost of service study. The cost of
8 service study may include all revenue recovered from water or
9 sewer bills, and the percentage of the cost of service used for
10 water or sewer capital investment. The cost of service study
11 shall be submitted to the Agency and made available on the
12 Agency's website. The rules adopted by the Board under this
13 Section shall set forth general requirements for submittal and
14 approval of a cost of service study.

15 (b) In this Section, "cost of service" means the total
16 annual operation and maintenance expenses and capital-related
17 costs incurred in meeting the various aspects of providing
18 water or sanitary sewer service.

19 (415 ILCS 5/17.11 rep.)

20 Section 200. The Environmental Protection Act is amended by
21 repealing Section 17.11.

22 Section 999. Effective date. This Act takes effect upon

1 becoming law.".