MEMORANDUM

TO: Village President and Board of Trustees

FROM: Robert 0. Barber, Village Administrator

DATE: Friday, November 22, 2019

RE: VILLAGE ADMINISTRATOR MATERIALS FOR VILLAGE BOARD

MEETING

BOARD MEETING DATE: Monday, November 25, 2019 at 7:00 p.m.

AGENDA

- I. PLEDGE TO THE FLAG
- II. ROLL CALL
- III. APPROVAL OF MINUTES OF NOVEMBER 12TH 2019
- IV. VILLAGE CLERK REPORT
- V. RECOGNITION OF AUDIENCE
- VI. REPORT OF THE VILLAGE PRESIDENT
 - 1. LARAWAY COMMUNICATIONS CENTER UPDATES Provided by the Village Administrator.
 - 2. Diane Basile has resigned from the PZC and therefore there is a vacancy. There is an application on our web page for anyone who is interested in being on the PZC and we have also provided you a copy in the event that you know of someone who wishes to apply.

A. FINANCE AND ADMINISTRATION COMMITTEE - Frank Basile

No report

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

No report

C. PLANNING, BUILDING AND ZONING COMMITTEE - Stacy Mazurek

1. DISCUSSION CONCERNING RESULTS OF PUBLIC HEARING ON THE SALE OF REC CANNABIS AS A SPECIAL USE AND THE PZC RECOMMENDATION.

Two trustees may not be present at this board meeting therefore it is requested that this be tabled until next meeting. Therefore this item will be placed on the next board meetings agenda for a vote. The PZC passed the IML model with only adding a buffer from churches. Revised maps and ordinance are enclosed.

D. PUBLIC SAFETY COMMITTEE - Todd Kraus

No Report

E. PUBLIC WORKS COMMITTEE - Jonathan Kypuros

- 1. WASTEWATER TREATMENT PLANT UPDATE Provided by the Administrator and Superintendent
- 2. CONSIDER A MOTION AUTHORIZING THE VILLAGE PRESIDENT AND CLERK TO SIGN AN ENGINEERING SERVICES AGREEMENT WITH BAXTER AND WOODMAN IN THE AMOUNT OF \$10,000 TO CONDUCT A PHOSPHOROUS REMEDIATION PLAN AND OPERATING PERMIT RENEWAL FOR THE BEECHER WASTEWATER TREATMENT PLANT.

We are within two years from expiration of our five year operating permit and we need to submit a renewal within one year of our current permit expiring. Last time we spent \$5,000 on the renewal portion but this time we have to complete a phosphorous removal plan which requires surveying and sampling discharges from potential phosphorous producers and submitting a remediation plan. This is the extra \$5,000 needed for this work.

3. LEAF AND BRUSH COLLECTION UPDATE

Provided by the Supt.

We may have to extend the period of this program due to the weather.

4 CONSIDER A MOTION AUTHORIZING THE VILLAGE PRESIDENT AND CLERK TO SIGN A LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION: PENFIELD STREET PE II FOR \$309,750.

The Village has already approved the engineering agreement and the application for federal funds and now this is the formal agreement we have all been waiting for to begin the design work. \$61,950 will be from Village local funds and this will come from the infrastructure sales tax account per budget.

F. ECONOMIC DEVELOPMENT AND COMMUNITY RELATIONS COMMITTEE - Marcy Meyer

Village Administrator and Trustee Meyer as Chair of Economic Development have been invited to attend a Government Affairs meeting of The Southwest Builders Association to discuss our moratorium on impact fees.

- G. OLDBUSINESS
- H. NEW BUSINESS
- I. ADJOURN INTO EXECUTIVE SESSION (if necessary)
- J. ADJOURNMENT

Monthly Reports:

- 1. Building Department
- 2. Police Department
- 3. EMA
- 4. Code Enforcement
- 5. Water Department
- 6. Sewer Department
- 7. Water Billing Register
- 8. Letter from Comcast advising of higher rates

Ouarterly Reports

1. IPBC/SWAHM (Health Insurance Pool)

Enclosed is a report showing that the Village has \$39,421 in unrestricted reserves and \$60,110 in its Benefit Account. The Board approved a motion capping any increase or decrease in annual premiums to a 5% variance off the main pool rate (it works both ways) and is examining increasing the banded layer before excess insurance kicks in to become more self-funded down the

road. All of these steps being taken are good in staffs opinion but the larger members of our group have concerns since the smaller units like us having more fluctuations benefit more from the pooling with these measures.

2. Illinois Municipal Insurance Cooperative (IMIC) (Liability/Workers Comp Pool)

Renewals were received for 2020. Enclosed is a report showing the liability pool's performance since its inception in 2014. This pool has underperformed in 2016 due to some huge claims but the savings in other years will cover these losses. The Village is also receiving refunds from 2014 and 2015 as its portion of ROI. Looking forward the pool has decided to increase its self-insured amount of \$50,000 to \$100,000 to reduce the cost of stop poll coverage. We continue to have \$9 million of coverage per claim. Beecher continues to be one of the better members with total claims of \$59,707 since the pool was formed in 2013. This does not include workers compensation which is a separate self-insured pool called IPRF. The total cost of insurance coverage in 2020 is increasing by \$5,875 from \$127,481 to \$133,356. Please see the enclosed material.

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 NOVEMBER 12, 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, Wehling, Kypuros, Meyer and Kraus

ABSENT: None.

STAFF PRESENT: Clerk Janett Conner, Administrator Robert Barber, Public Works Crew Leader Jim Pratl, Chief of Police Greg Smith, Treasurer Donna Rooney and Auditor Anthony Cervini.

GUESTS: None.

President Szymanski asked for consideration of the minutes of the October 28, 2019 Board meeting. Trustee Basile made a motion to approve the minutes as written. Trustee Mazurek seconded the motion.

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

NAYS: (0) None.

Motion carried.

REPORTS OF VILLAGE COMMISSIONS

Beautification Commission - No report.

The next meeting for the Fourth of July Commission is Tuesday, November 19, 2019 at 6:30 p.m.

Trustee Mazurek reported the Youth Commission has approximately 91 kids registered for Nerf Wars this Sunday. Youth Commission meetings are held the third Wednesday of each month at 7:30 p.m.

Trustee Wehling reported the next Historic Preservation Commission meeting will be held Wednesday, November 20th at the Depot at 6 p.m.

A. VILLAGE PRESIDENT'S REPORT

No action was taken regarding the resolution supporting Amendment **#1** to SB616 which would consolidate downstate police and fire pension funds due to changes to the Senate Bill.

President Szymanski reminded the Board about the Planning and Zoning Commission meeting on November 215¹ at the Washington Township Center, 7:00 p.m. A Public Hearing will be held regarding the sale of recreational cannabis in the Village. The PZC will present its findings to the Village Board for consideration at the December 9th meeting.

B. FINANCE AND ADMINISTRATION COMMITTEE

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

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

NAYS: (0) None.

Motion carried.

A list of bills totaling \$87,865.56 to be paid was available for review. A summary of the list of bills was provided. Trustee Basile made a motion to approve payment of the list of bills as presented. Trustee Wehling seconded the motion.

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

NAYS: (0) None.

Motion carried.

Auditor Anthony Cervini of Sikich was present and provided the audit report for Fiscal Year 2018/2019 to the Board. The Village has asked for and received time extensions for submittals to the Comptroller and Will County due to the late submission of the audit by Sikich. Cervini apologized for the delay and said there were challenges on Sikich's end as to why the audit was delayed and said it would not happen next year. He went through the details of the audit, through the Management Letter and any recommended changes provided to minimize risk. When there were no further questions, Trustee Basile made a motion to approve the audit. Trustee Wehling seconded the motion.

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

NAYS: (0) None.

Motion carried.

The Board discussed the property tax levy. It was reported that dispatching will be going up by 14% and union employees will be receiving 2-2.5% raises along with other increasing costs. Administrator Barber recommended a 2% tax levy increase for public safety. Trustee Basile said the Board has been doing a 0% levy increase in the past few years and recommended to stay at 0% increase. Trustee Basile made a motion to authorize the Village Administrator to draft a property tax levy ordinance with a 0% levy increase for the December 9, 2019 Village Board meeting. Trustee Kypuros seconded the motion.

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

NAYS: (0) None.

Motion carried.

<u>RESOLUTION #2019-12</u> - A Resolution amending the appropriation for Fiscal Year 2018/2019 (prior fiscal year) for the use of Motor Fuel Tax Funds. Trustee Basile made a motion to adopt

Resolution #2019-12. Trustee Kypuros seconded the motion.

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

NAYS: (0) None. Motion carried.

C. PUBLIC BUILDINGS AND PROPERTIES, PARKS AND RECREATION COMMITTEE

The Board again discussed adopting an advisory referendum question for the March election relating to establishment of a park district in the Village. At the last meeting there were suggested language changes and the revised question wording was provided.

ORDINANCE #1318 - An Ordinance adopting an advisory referendum question as follows: "Shall a park district be created in the Village of Beecher by its residents that would have the authority to tax and provide park and recreational services and activities for all ages?" to be put on the ballot for the March, 2020 election. Trustee Wehling made a motion to approve Ordinance #1318. Trustee Meyer seconded the motion.

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

NAYS: (0) None.

Motion carried.

D. PLANNING, BUILDING AND ZONING COMMITTEE

No report.

E. PUBLIC SAFETY COMMITTEE

ORDINANCE #1319 - An Ordinance authorizing an intergovernmental agreement with the Village of Thornton as lead agency for participation in the Secretary of State Auto Task Force. Trustee Kraus made a motion to approve Ordinance #1319. Trustee Wehling seconded the motion.

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

NAYS: (0) None.

Motion carried.

F. PUBLIC WORKS COMMITTEE

Trustee Kypuros made a motion authorizing payment in the amount of \$15,829.40 to Baxter and Woodman Engineers for construction management services at the Wastewater Treatment Plant pending receipt of Illinois Environmental Protection Agency (IEPA) loan funds. Copy of the invoice was provided in the packet for review. Trustee Basile seconded the motion.

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

NAYS: (0) None.

Motion carried.

Trustee Kypuros made a motion for partial payment #12 to IHC in the amount of \$298,791.78 for work performed to-date and materials for the Waste Water Treatment Plant improvements, pending receipt of IEPA loan funds. Trustee Meyer seconded the motion.

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

NAYS: (0) None. Motion carried.

The Board considered applying for an IEPA public water supply loan program for lead service line replacement and water meter improvements. Trustee Kypuros explained details and how program repayment works. Trustee Kypuros made a motion authorizing the Village President to sign all documents necessary to apply for an IEPA public water supply loan program for lead service line replacement and water meter improvements. Trustee Mazurek seconded the motion.

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

NAYS: (0) None. Motion carried.

G. ECONOMIC DEVELOPMENT AND COMMUNITY RELATIONS COMMITTEE

No report.

H. OLD BUSINESS

Trustee Kypuros talked about the water and sewer rate increase as discussed at last meeting. He spoke to President Szymanski and Administrator Barber. It will be discussed during the five-year plan in the coming year and will be explained in further detail to the Board.

I. NEW BUSINESS

Trustee Basile thanked Public Works for their work installing the new slide and Joe Cook's bench in Lions Park. He thanked them for all of their hard work.

A letter supporting Balmoral Park was provided in the packet for review.

Monthly reports provided in packet for review:

Variance reports

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

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

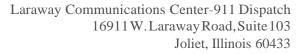
NAYS: (0) None.

Motion carried.

Meeting adjourned at 7:43 p.m.

Respectfully submitted by:

Village Clerk





bxecuti ve Director

Alex Szalinski Depul) Director

List of Issues/Items and Progress Since 12-10-2018

Written Operational Goals and Objectives with realistic timelines and benchmarks - Vis ion, Miss ion, Core Values all written and actively discussed with staff on an ongoing basis .

Strategic Plan - To be completed and presented in December to Executive Bord and January to BOD

USDD for Fire - Currently up and running for all fire. Has some iss ues, waiting for an upgrade to correct.

Polices & Procedures Manual - Ongoing process of putting together new policies and procedures and creating a book for all staff as we continue to move forward.

Organizational Chart - Created and dissemin ated

Complaint Reporting /Better System and Feedback - Chang ed process and method of feedback. This process has improved greatly over what was in place and all feedback is provided in a timely manner. Additionally, all issues noted are immediately and appropriately hand led.

Monthly Report from Director - This has been done sinc e my arrival here for both Operations Committees and the Board.

9-1-1 Answering Times to meet NFPA 1221 Standards - Not all times meet the standard as of yet; however, they are improving and we have created the policy to set the standard and communicated that to all staff so they are aware of expectations and respon sibilities.

Fire Alarm Processing Times Unknown - While we are closer to a resolution, this is still an open item.

More Interaction between PD/FD Operations Groups - I have made certain each committee is aware of what is taking place on the other committee. We have discussed joint meetings and that may come in the near future.

Standardized ISO Reports /Information available at all times - This has been completed and is available for any agency need i ng/want in g it. Furthennore, Mokena recently had their ISO Review and was able to maintain their Class I ISO Rating. LCC received a 9.85 out of a possible 10 in the process. This is an increase from the previous score of 8.28.

Be the dispatch center for MABAS Division 19 - Unfortunately the decision was made by MABAS 19 to have WESCOM provide their dispatch.

LCC Staffing Instability - This area continues to be an ongoing struggle for various reasons. We currently have eight new hires in training and will be brining several more in after January I, 2020.

Inadequate Training for new hires and career employees - The training manual and full training program has been completed and was implemented in June of 2019 for all new hires. We continue to work on the continuing education manual for current employees but we have revamped the cross training process and continue to work with our current employees to make sure they are getting the training they need.

Labor/Management Issues - While we have made some headway in this area, we still continue to struggle a bit. We are still working on our relationship with the Union and I believe th is will continue to improve as time moves forward.

LCC Internal Communications Issues - We have significantly increased our internal communication at all levels.

No Quality Assurance measures/program in place - This is an area we are still working on. While a full QA Program is not in place as of yet, we do QA all high priority incidents as a matter of practice and provide feedback to the staff to foster learning and improvement.

Multitude of Critical operational issues (location errors, missed calls, incorrect dispatching, lack of vital information, etc) - We continue to see a decrease in the number of critical errors made. The number of critical errors has significantly decreased overall.

Multitude of Non-Critical but important operational errors (lack of information, incorrect codes, incorrect status, incorrect unit placement, etc) - We continue to see a decrease in the number of other operational errors made. The number of these errors has significantly decreased overall.

Building Issues/Concerns/Faults - County Items - We still have a multitude of issues/concerns and are bringing in an independent company to provide us a Risk Assessment to help us detennine what those issues truly are and how we can correct them.

IT and Equipment Infrastructure Issues/Concerns /Faults -9-1-1 /ETS B Items - We have been working on a fostering a better relationship with the 9-1-1 Office and I believe that relationship has greatly improved since my arrival. In addition , our Risk Assessment can help us detern1ine what other issues there are and how we can correct them .

FORMER EASTCOM AGENCIES

Police Departments

	2015-16 EC	2016-17 EC	2017-18 EC	2018 LCC	2019 LCC	2020 LCC	PERCENT INCREASE
Monthly Fees	Yearly	Yearly	Yearly	Yearly	Yearly	Yearly	SINCE INCEPTION
Crete PD	209,400	210,540	225,588	193,392	217,656	227,108	12%
Univ PK PD	211,164	209,340	222,576	204,144	204,600	229,506	15%
Monee PD	138,852	138,312	146,400	121,764	153,348	164,100	25%
Beecher PD	106,620	112,272	120,084	95,508	105,660	115,403	7%
Peotone PD	99,420	102,120	110,808	84,363	125,760	121,409	22%
Steger PD	222,744	223,620	244,344	202,824	221,292	239,025	9%
SCHPD	130,304	136,068	144,624	132,924	153,288	164,746	27%
Yearly Totals	1,118,504	1,132,272	1,214,424	1,034,919	1,181,604	1,261,297	15%

	2015-16 EC	2016-17 EC	2017-18 EC	2018 LCC	2019 LCC	2020LCC	_PERCENTINCREASE
Fire Departments	Yearly	Yearly	Yearly	Yearly	Yearly	Yearly	SINCE INCEPTION
Beecher FD	31,020	27,840	27,360	24,000	29,952	31,664	29%
CTFPD	38,940	36,876	38,808	42,828	47,712	49,857	43%
Crete Fire	35,424	33,720	36,480	39,012	43,476	46,183	41%
Monee FD	40,428	37,296	37,584	40,824	47,244	50,347	49%
Peotone FD	35,724	32,004	33,840	34,656	35,916	38,486	26%
UPFD	45,636	42,876	45,720	54,192	55,608	60,038	46%
Steger FD	39,960	37,728	39,792	44,460	52,284	53,776	50%
SCHFD	37,056	34,956	37,440	40,572	41,472	44,854	33%
Steger Estates FD	9,708	9,072	7,992	6,132	6,744	7,942	10%
Total FD/Month	313,896	292,368	305,016	326,676	360,408	383,147	40%
Yearly Totals							
Combinded Total 0	1,432,400	1,424,640	1,519,440	1,361,595	1,542,012	1,644,444	20%

Note: 2017-18 EC numbers also included a 10% up front payment to LCC prior to startup

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

ORDINANCE NO. _ _ _ _ _

AN ORDINANCE AMENDING CODE SECTIONS 3.02 AND 12.11 OF ZONING ORDINANCE NO. 1046 OF VILLAGE OF BEECHER PERTAINING TO ADULT-USE CANNABIS BUSINESS ESTABLISHMENTS, AND REPEALING ALL VILLAGE CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT THEREWITH.

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, has enacted Municipal Code Regulations for the purpose of improving and protecting the public health, safety, comfort, convenience and general welfare of the people; and

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised that the State of Illinois enacted the Cannabis Regulation and Tax Act ("Act"), which pertains to the possession, use, cultivation, transportation and dispensing of adultuse cannabis, which Act became effective June 25, 2019; and

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised pursuant to the Act that the Village of Beecher may enact reasonable zoning ordinances not in conflict with the Act, regulating cannabis business establishments, including adopting rules governing the time, place, manner and number of cannabis business establishments, and minimum distance limitations between cannabis business establishments and locations the Village deems sensitive; and

WHEREAS, the Village Planning and Zoning Commission, did, on the 21st day of November, 2019, pursuant to published notice as required by law, held a Public Hearing on the advisability and necessity of amending Village Zoning Ordinance No. 1046, as amended from time to time, to revise certain text provisions for regulating adult-use cannabis business establishments within the Village of Beecher; and

WHEREAS, the Corporate Authorities of this Village of Beecher, Will County, Illinois, having reviewed the recommendation of the Planning and Zoning Commission as well as the Village Zoning Ordinance No. 1046 text provisions, as amended from time to time, now concur that it is advisable, necessary, and in the best interests of the residents of the Village of Beecher that Village Zoning Ordinance No. 1046 be amended to regulate adult-use cannabis business establishments within the Village of Beecher.

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

SECTION ONE: That Section 3.02, entitled "DEFINITIONS", of SECTION 3.00, entitled "RULES AND DEFINITIONS", of Zoning Ordinance No. 1046 of the Village of Beecher, be, and the same is hereby amended to include the following definitions, namely:

3.02 DEFINITIONS

...

"ADULT-USE CANNABIS BUSINESS ESTABLISHMENT:

An adult-use cannabis cultivation center, craft grower, processing organization, infuser organization, dispensing organization or transporting organization.

ADULT-USE CANNABIS CRAFT GROWER:

A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS CULTIVATION CENTER:

A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and cannabis-infused products to licensed cannabis business establishments, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS DISPENSING ORGANIZATION:

A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS INFUSER ORGANIZATION OR INFUSER:

A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS PROCESSING ORGANIZATION OR PROCESSOR:

A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to

produce a cannabis product, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS TRANSPORTING ORGANIZATION OR TRANSPORTER:

An organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder."

SECTION TWO: That subsection 12, entitled "ADULT-USE CANNABIS ADDITIONAL PROVISIONS" of Section 12.11, entitled "SPECIAL USES", of SECTION 12.00, entitled "ADMINISTRATION", of Zoning Ordinance No. 1046 of the Village of Beecher, be, and the same is hereby added to read and provide as follows, namely:

"12. Adult-Use Cannabis Business Establishment Additional Special Use Regulations.

- a. <u>Purpose and Applicability:</u> It is the intent and purpose of this Section to provide regulations regarding the cultivation, processing and dispensing of adult-use cannabis occurring within the corporate limits of the Village of Beecher. Adult-Use Cannabis Business Establishments shall comply with all regulations provided in the Cannabis Regulation and Tax Act (P.A. 101-0027) ("Act"), as it may be amended from time-to-time, and regulations promulgated thereunder, and the regulations provided below. In the event that the Act is amended, the more restrictive of the State or Village regulations shall apply. Adult-Use Cannabis Craft Grower; Adult-Use Cannabis Cultivation Center; Adult-Use Cannabis Dispensing Organization; Adult-Use Cannabis Infuser Organization; Adult-Use Cannabis Processing Organization; Adult-Use Cannabis Transporting Organization; on-site consumption or use; and the retail sale of cannabis products are prohibited uses in all zoning districts except as specifically provided in this Ordinance.
- b. Adult-Use Cannabis Business Establishment requiring approval of a special use in the respective districts in which they are requested shall be processed in accordance with Section 12.11 and as provided herein. In further determining compliance with Section 12.11, the following components of the Adult-Use Cannabis Business Establishment shall be evaluated based on the entirety of the circumstances affecting the particular property in the context of the existing and intended future use of the properties:
 - **1.** Impact of the proposed facility on existing or planned uses located within the vicinity of the subject property;
 - **2.** Proposed structure in which the facility will be located, including co-tenancy (if in a multi-tenant building), total square footage, security installations/security plan and building code compliance;
 - 3. Hours of operation and anticipated number of customers/employees;
 - **4.** Anticipated parking demand based on Section 10.05 and available private parking supply;
 - **5.** Anticipated traffic generation in the context of adjacent roadway capacity and access to such roadways;
 - **6.** Site design, including access points and internal site circulation;

- 7. Proposed signage plan; and
- **8.** Compliance with any specific requirements provided hereinafter for Adult-Use Cannabis Craft Grower; Adult-Use Cannabis Cultivation Center; Adult-Use Cannabis Dispensing Organization; Adult-Use Cannabis Infuser Organization; Adult-Use Cannabis Processing Organization; and Adult-Use Cannabis Transporting Organization as applicable.
- c. <u>Adult-Use Cannabis Craft Grower Special Use Additional Requirements:</u> In 1-1 and AG-I zoning districts, Adult-Use Cannabis Craft Grower may be allowed by Special Use and such proposed Facility must comply with the following:
 - 1. Facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home, or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section;
 - 2. Facility may not be located within 1,500 feet of the property line of a pre-existing property zoned or used for residential purposes; and
 - 3. Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.
- d. <u>Adult-Use Cannabis Cultivation Center Special Use Additional Requirements:</u> In AG-I zoning districts, Adult-Use Cannabis Cultivation Center may be allowed by Special Use and such proposed Facility must comply with the following:
 - 1. Facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home, or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section;
 - 2. Facility may not be located within 1,500 feet of the property line of a pre-existing property zoned or used for residential purposes; and
 - 3. Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.
- e. <u>Adult-Use Cannabis Dispensing Organization Special Use Additional Requirements:</u> In B-1, B-2, and B-3 zoning districts, Adult-Use Cannabis Dispensing Organization may be allowed by Special Use and such proposed Facility must comply with the following:
 - 1. Facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home, church, or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section;
 - 2. Facility may not be located in a dwelling unit or within 250 feet of the property line of a pre-existing property zoned or used for residential purposes;
 - 3. At least 75% of the floor area of any tenant space occupied by a dispensing organization shall be devoted to the activities of the dispensing organization as authorized by the Act, and no dispensing organization shall also sell food for consumption on the premises other than as authorized herein in the same tenant space; and
 - 4. Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.

- f. <u>Adult-Use Cannabis Infuser Organization Special Use Additional Requirements:</u> In B-3 and 1-1 zoning districts, Adult-Use Cannabis Infuser Organization may be allowed by Special Use and such proposed Facility must comply with the following:
 - 1. Facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home, or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section;
 - 2. Facility may not be located in a dwelling unit or within 250 feet of the property line of a pre-existing property zoned or used for residential purposes;
 - 3. At least 75% of the floor area of any tenant space occupied by an infusing organization shall be devoted to the activities of the infusing organization as authorized by the Act;
 - 4. Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.
- g. <u>Adult-Use Cannabis Processing Organization Special Use Additional Requirements:</u> In 1-1 and AG-1 zoning districts, Adult-Use Cannabis Processing Organization may be allowed by Special Use and such proposed Facility must comply with the following:
 - 1. Facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home, or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section;
 - 2. Facility may not be located in a dwelling unit or within 250 feet of the property line of a pre-existing property zoned or used for residential purposes;
 - 3. At least 75% of the floor area of any tenant space occupied by a processing organization shall be devoted to the activities of the processing organization as authorized by the Act; and
 - 4. Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.
- h. <u>Adult-Use Cannabis Transporting Organization Additional Requirements:</u> In B-3 and 1-1 zoning districts, Adult-Use Transporting Organization may be allowed by Special Use and such proposed Facility must comply with the following:
 - 1. Facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home, or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section;
 - 2. Facility may not be located in a dwelling unit or within 250 feet of the property line of a pre-existing property zoned or used for residential purposes;
 - 3. The transporting organization shall be the sole use of the tenant space in which it is located; and
 - 4. Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.
- i. Additional Requirements: Petitioners shall install building enhancements, such as security cameras, lighting or other improvements, as set forth in the Special Use Permit, to ensure the

safety of employees and customers of the Adult-Use Cannabis Business Establishments, as well as the surrounding area. Such improvements shall be determined based on the specific characteristics of the floor plan for an Adult-Use Cannabis Business Establishment and the site on which it is located consistent with the requirements of the Act. Further, a condition of approval of a special use shall be that no one under the age of 21 shall be permitted inside any location where cannabis is being sold, cultivated, or dispensed.

11. Co-Location of Cannabis Business Establishments. The Village of Beecher may approve the co-location of an Adult-Use Cannabis Dispensing Organization with an Adult-Use Cannabis Craft Grower Center or an Adult-Use Cannabis Infuser Organization, or both, subject to the provisions of the Act and Section 12.11."

SECTION THREE: That all existing Ordinances and Village Code provisions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

SECTION FOUR: If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance, and this Village Board hereby expressly acknowledges that it would have enacted this Ordinance even with the invalid portion deleted.

SECTION FIVE: That this Ordinance shall be in effect immediately after its passage by the Village Board, its approval by the President and its publication as required by law.

	PASSED and APPROVED this	day	of to	, 2019.
Yeas:				
Nays:				
Abstain:				
Present:				
ATTEST:		Greg Szy	manski, Vil	lage President
Janett Conner	, Village Clerk			

11/19/19

RESULTS OF CANNABIS SURVEY: "Should the Village of Beecher permit the sale of recreational cannabis in specific commercial and industrial districts in the Village?"

YES 94

Received comments as follows:

- Absolutely
- Yes, Yes, Yes! Please!
- Anything to bring revenue to the Village!
- As much as I'm completely against it, people in Illinois just buy it elsewhere so Beecher might as well get the taxes on it.
- Two registered voters vote yes!
- (See attached handwritten letter)

NO 155

Received comments as follows:

- Absolutely no!
- Opt out or we will vote out Village Board members who vote yes and the Mayor. Leave drugs to the Heights and Sauk Village.
- Absolutely not!
- Let's keep Beecher dope free a family town
- Absolutely no
- Fix the current drug problems in our schools, no more vape store!
- Please opt out, according to the Illinois FAQ no shops except medical will be allowed to open until mid-2020 anyway! Let's wait and see. PS How is the police planning on insuring medical card growers to only grow 5 plants themselves? Is this law indoor grow or outdoors too?
- (See two attached comments)

NO OPINION: 1



November 12, 2019

Mr. Robert Barber Village Administrator Village of Beecher Beecher, IL 60401

Subject: Village of Beecher - WWTP NPDES Permit Renewal Assistance and NPDES Draft Permit Review & Response

Dear Mr. Barber:

In accordance with your request, the following is our proposal to provide assistance with renewing the Village of Beecher's Wastewater Treatment Plant National Pollutant Discharge Elimination System (NPDES) permit. The current permit, NPDES IL0049522, expires on September 30, 2020. The Village must submit a permit renewal application 6-months prior to current permit expiration, no later than March 31, 2020. The first part of this proposal is for assistance to prepare the permit renewal application.

The second part of this proposal is for assistance in reviewing and responding to both the pre-public notice (draft) permit, the public notice permit. This process includes reviewing the draft permits, advising the Village of proposed modifications to the existing permit, and providing comments to Illinois Environmental Protection Agency (!EPA). Note that once the pre-public notice permit is issued, the permittee is given ten days to respond to the draft NPDES permit. After the public notice permit is issued for public comment, the Village will have 30 days to review and comment before the final permit is issued.

SCOPE OF SERVICES NPDES Permit Renewal Assistance

In addition to preparing the NPDES permit renewal application, discussion and negotiation with !EPA will be necessary to determine if the Village must prepare and submit a Phosphorous Discharge Optimization Plan (POOP). In the current NPDES permit (Final Permit Modification Date March 8, 2018), the POOP Special Condition 16 requirement was put into the permit. This POOP includes both influent and effluent reduction measures (paraphrased from permit):

- **Influent reduction measures:** Identify sources of phosphorous in the Village service area and determine if any sources can be reduced or eliminated.
- **Effluent Reduction measures:** Determine what operations modifications can be made to the WWTP, without capital expenditures, to reduce the discharge of total phosphorous in the WWTP Effluent.



Because the Village has upgraded the WWTP to include chemical phosphorous removal, is currently finishing construction, and will be shaking out and stabilizing the operations, there may not be a need for either a full-POOP, or a partial-POOP regarding the effluent reduction measures portion of the report. Upon preliminary contact with the Permit Section of IEPA, this determination can be accomplished during the permit renewal application process. Therefore, there will be contact and discussions with IEPA permit section regarding the POOP in addition to the normal NPOES permit renewal tasks/procedures. The scope for this is described below:

Identify records needed to complete permit application and hold kick-off meeting with Village. Obtain past permit application from Village and necessary plant operation records required to complete the permit renewal forms. Upon receipt of this information Baxter & Woodman will:

- 1. Review, input and statistically evaluate Village WWTP effluent data.
- 2. Evaluate EPA's Enforcement and Compliance History Online (ECHO) database system to confirm completeness of data.
- 3. Compare Village data to data used by IEPA in the Water Quality Based Effluent Limitation (WQBEL) memo for discrepancies. Note that this task will be delayed to Phase 2 if the WQBEL has not been prepared by IEPA.
- 4. Identify discrepancies from review of ECHO and WQBEL to IEPA and provide direction to the Village to obtain data as needed to minimize proposed monitoring requirements.
- 5. Complete the permit application forms and submit to Village for review. Incorporate the Village's comments (if any).
- 6. Prepare a narrative description of the WWTP upgrades regarding phosphorous removal and include a request to remove the POOP requirement from the permit. Include this narrative in the permit cover letter.
- 7. Prepare a cover letter and submit permit application to IEPA before March 31, 2020.
- 8. Coordination with IEPA regarding POOP: Address IEPA questions and comments via email, telephone call and/or by formal written correspondence. The estimated budgeted combined effort to address the POOP requirement shall be set at 10 hours (outside of the NPOES permit renewal effort). If coordination with IEPA will take more than 10 hours, this will be considered out of scope and effort will not continue without authorization from the Village.
- 9. Subsequent to IEPA review of the permit renewal forms, we will follow-up on comments or additional requirements that IEPA may make or request.



NPDES Draft Permit Review & Response (Phase 2)

- 1. Review the 10-day draft (pre-public notice) NPDES permit from IEPA.
- 2. Obtain and review the Ammonia Worksheet and WQBEL memos from IEPA.
- 3. Advise the Village of any changes from the existing NOPES permit and whether these changes will require process modifications.
- 4. Review all Special Conditions and identify any changes from the existing permit would require specific actions of the Village. These actions may include additional sampling, studies to evaluate plant upgrades to meet new permit limits, and complying with new reporting requirements.
- 5. Provide comments to IEPA on the draft permit.
- 6. Discuss draft permit comments with IEPA as needed.
- 7. Once issued, review the Public Notice NPDES permit from IEPA. We will identify any revisions from the pre-draft permit and advise the Village of new tasks that are required to address modifications to the permit. These tasks may include additional sampling, studies to evaluate upgrades to meet new permit limits, and complying with new reporting requirements.
- 8. Review the final NPDES permit issued by the IEPA and verify the content is the same as the Public Notice Permit.

ENGINEERING SCHEDULE & FEE

NPDES Permit Renewal Assistance

Baxter & Woodman's work on the NPDES Permit renewal application will begin upon Village Approval of this contract. The permit application will be provided to the Village for review in early March 2020, if not before, so that the renewal application can be sent to IEPA no later than the March 31, 2020 deadline.

The Owner shall pay the Engineer for the services performed or furnished a lump sum amount of \$5,000, Engineer's project number 191347.30.



NPDES Draft Permit Review & Response

Baxter & Woodman will review the draft NPDES permit once it is issued by !EPA.

The Owner shall pay the Engineer for the services performed or furnished a lump sum amount of \$5,000, Engineer's project number 191347.31.

We look forward to working with you on this important Project. If this proposal is acceptable, **please sign below return one copy for our files.** The attached standard terms and conditions apply to this proposal. Please contact Ms. Nichole Schaeffer at 815-444-3372 if you should have any questions or need additional information.

Sincerely,

BAXTER & WOODMAN, INC. CONSULTING ENGINEERS

Sean E. O'Dell, PE Vice President

C: Raymond N. Koenig, Baxter & Woodman, Inc. Nichole Schaeffer, P.E., BCEE, Baxter & Woodman, Inc.

VILLAGE OF BEECHER, IL

ACCEPTED BY:	
TITLE:	
DATE:	

\(\chi_rystal Lake\BEECH\191347-NPDES\) Permit Renewal\(\chi_r\text{Contracts\Work\BEECH 191347 NPDES\}) PermitRenewal\(\chi_r\text{Proposal.docx}\)

STANDARD TERMS AND CONDITIONS

Aiueement—These Standard Terms and Conditions, together with the letter proposal, constitute the entire integrated agreement between the Owner and Baxter & Woodman, Inc. (BW) and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Owner's Responsibility- Provide BW with all criteria and full information for the Project BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the proposal.

Schedule for Rendering Secvices - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner or force majeure, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in writing executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitute BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be made by all parties. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs of contractor's methods of determining prices, or over competitive bidding, of market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW, will be completed with the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no guarantees or warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with all applicable laws and regulations and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5)BW shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act Engineer shall not provide advice or have any responsibility for municipal financial products or securities. (B) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the Project work they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation: Statutory Limits Excess Umbrella Liability: \$5 million per claim and aggregate

General Liability: \$1 million per claim Professional Liability: \$5 million per claim \$2 million aggregate \$5 million aggregate

Automobile Liability: \$1 million combined single limit



BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's contract amount for the project Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all claims, costs, loses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall he borne by each party in proportion to its negligence; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Tennination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall he an opportunity for the Parties to meet If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

<u>Use of Documents</u> - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant Electronic format of BW's design documents may differ from the printed version and BW hears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Client shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years after Project closeout

<u>Successors</u> <u>Assis.</u> and <u>Beneficiaries</u> - Nothing in this Agreement shall he construed to create, impose, or give rise to any duty owed by Client or BW to any third party, including any lender, Contractor, Contractor's subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

<u>Dispute Resolution</u> -All disputes between the Parties shall first he negotiated between them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall he pursued.

MisceHaneous Provisions - (1) This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. (2) All notices must be in writing and shall he deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason; (4) Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision; (5) A party's non-enforcement any provision shall not constitute a waiver of the provision, nor shall if affect the enforceability of that provision or of the remainder of this Agreement; (6) To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.



■ nois Depar1rrlent		Local Public Agency	State Contract	Day Labor	Local Contract	RR Force Account			
	sportation	Village of Beeche	Village of Beecher			Χ			
Local Public Age	ency Agreement	Section		Fund Type	ı	ITEP, SRTS,	or HSIP Number(s)		
for Federal Partic		15-00020-00-FP		STU					
Cons	struction		Enaine,.rinn			Rinht-of-W	av		
Job Number	Project Number	Job Number		ect Number	Job Nu		Project Number		
		D-91-456-1	PX(169)						
						_			
Illinois, acting by ar propose to improve prepared by, or on b	This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".								
			Location						
Local Name Per	nfield Street		Route	FAU 0423		L	_ength <u>0.53 m</u> i		
Termini Gould S	Street to IL1								
Current Jurisdiction -=	:L'-PA:	Т	TP Number 1	2-16-0023	Exist	ing Structure I	No <u>N/A</u>		
		Pro	ject Description	on					
Preliminary Enginee	ering (Phase II) for the	reconstruction of Per	nfield Street.						
		Div	vision of Cost						
Type of Work	STU	%		%	LPA	%	Total		
Participating Constru Non-Participating Con Preliminary Engineer Construction Engineer Right of Way Railroads	struction ring 247	7,800			61,950) BAL	309,750		
Utilities									
Materials TOTAL	\$ 247	7,800 \$			\$ 61,950	<u> </u>	\$ 309,750		
	Maxim	ium FHWA <u>(STU) par</u>	ticipation 80% r	ot to exceed \$2	247,800				
							_		
	s shown in the Division of a participation. The actua						on the final Federal		
If funding	g is not a percentage of	-	-	-	e percentage	and explain ab	ove.		
Local Public Agency Appropriation									

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

By execution of this Agreement, the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. **A** copy of the authorizing resolution or ordinance is attached as an addendum **(required for**

Method of Financing (State Contract Work Only)

_____ due by the ______ catch successive month.

_____divided by estimated total cost multiplied by actual proQress payment.

State-let contracts only)

METHOD C-LPA's Share__

METHOD A-Lump Sum (80% of **LPA** Obligation)___

METHOD 8- _____ Monthly Payments of

Agreement Provisions

THE LPA AGREES:

- To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- To maintain, for a minimum of 3 years after final project close-out by the STATE, 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 department; and the LPA agrees to cooperate fully with any audit conducted 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.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A Lump Sum Payment. Upon award of the contract for this improvement, the **LPA will** pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the _estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as my be required to recover the debt.

- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

(14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval be the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LPA's certification that:
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LPA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
 - To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries.and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- The LPA shall provide the final report to the appropriate STATE district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
 - Federal funds utilized for constructon activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.
- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/portal/public/SAM/#1.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: http://fedgov.dnb.com/webform.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** 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.). In the absence of a USDOT - approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map Number 2 - GATA Reporting

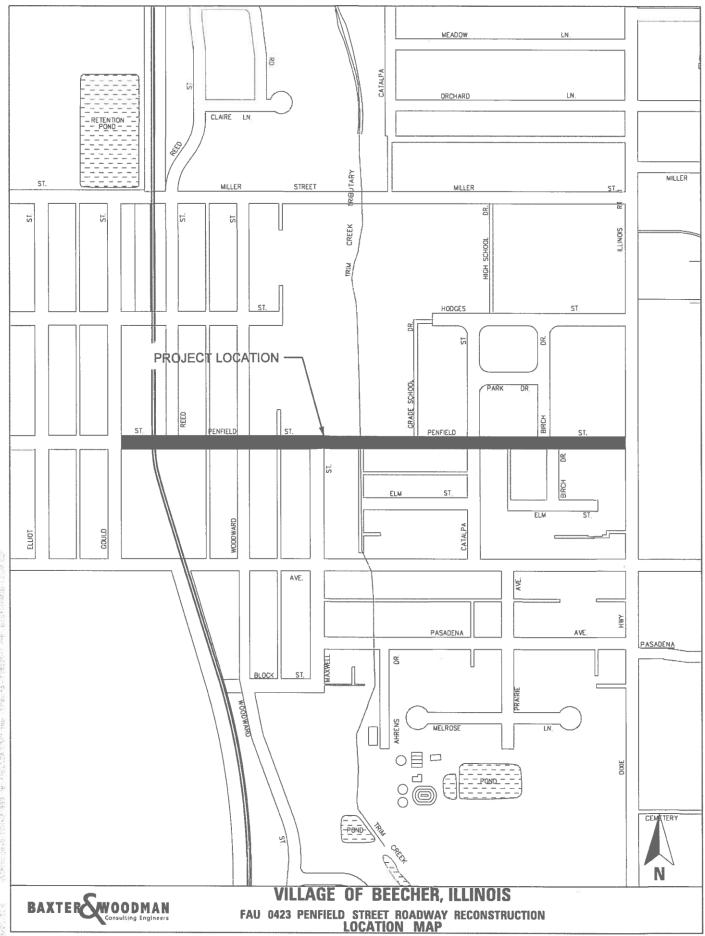
(Insert Addendum numbers and titles as applicable)

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

APPROVED	APPROVED	
Local Public Agency	State of Illinois Department of Transportation	
Greg Szymanski		
Name of Official (Print or Type Name)	Randall S. Blankenhom, Secretary of Transportation	Date
Village President	Ву:	
Title (County Board Chairperson/Mayor/Village President etc.)	Erin Aleman, Director of Planning & Programming	
	Erin Aleman, Director of Planning & Programming	Date
(Signature) Date		
The above signature certifies the agency's TIN number is 36-6005789 conducting business as a Governmental Entity.	Philip C. Kaufmann, Chief Counsel	Date
DUNS Number 024068239	Jeff Heck, Chief Fiscal Officer (CFO)	Date

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

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Addendum 2

Grant Accountability and Transparency Act (GATA)

Required Uniform Reporting

The Grant Accountability and Transparency Act (30 ILCS 708), requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab.

Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

PLEASE NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx)



Periodic Reporting



Please refer to attached instructions prior to completing each section.										
1. Grantee Name (per UGA/UIGA)	2. Grant Numb	per	3. Grantee DUN	NS	4. CSFA Number					
5. Grantee FEIN 6. Program Name (per UG)	A/UIGA)				7. CFDA Number(s)					
8. State Agency (Grantor)	8A. GATA Reg	gistration/ID Number	8B. SAIN Numb	per	8C. State Obligation Number					
9. Agreement Period 10, Report Period		_	eport Frequency		13. Prepared Date					
Start Date End Date Start Date End D		···	onthly	Other (specify)						
	No	_ Q	uarterly							
Response	Periodic Performance Reporting (PPR) Section Responses to Sections 14-22 may be provided in a separate format. All grantees must complete Section 23. Alternative file or database used									
14. Deliverable (if applicable) Separate line for each Based on UGA/UIGA	15. Due Date Based on UGA/UIGA	16. Date Completed	1	17. Delivera	ble Explanation					
					-					
Add										
Separate line for each F	mance Standard / requency JGA/UIGA Exhibit F	20. Results / According in Reporting		21. Requ	lired (R) or Inform Only (IO)					
					-					
Add										

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22. Performance Explanation - Award to Date	
All performance accomplishments are on schedule with performance standards	
Not all performance accomplishments are on schedule with performance standards. Explanation required below:	
(Separate lines as appropriate.)	
·	
23. Performance Accomplishments Correlated to Reported Expenses	
Performance is consistent with grant-to-date expected services and expenditures/earnings	
Performance is not consistent with grant-to-date expected services and expenditures/earnings. Explanation(s) required below:	
(Separate lines as appropriate.)	
GRANTEE CERTIFICATION (2 CFR 200.415)	
By signing [authorizing] this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the [related] expenditure receipts and reported performance are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious	
or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. (
and Title 31, Sections 3729-3730 and 3801-3812).	
24. Name and Title of Authorized Individual from Grantee Organization	25. Date Submitted
26. Phone Number 27. Email Address	
Z. Linal Maddo	
STATE AGENCY USE ONLY	
	00 Date A
28. Name and Title of IDOT PPR Approver 29. Date Received	30. Date Approved

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Periodic Financial Report (PFR) Section

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Appropriation Number(s) (IDOT Use Only) Date Prepared (a) No changes from prior reporting period and/or No new expenses											
(b) Indirect Cost Rat	e (c) App	roved Indirect C	ost Rate	Base (d) P	rogram Restricti	ons					
				□ Y	es 🗌 No						
(e) List of Restriction	(e) List of Restrictions										
(f) Mandatory Match	% (g) Specify Matc	h	(h) Program i	ncome (Award t	o Date) (i) Prod	ram Income (in	current reporting	na period)		
Yes		<u></u>				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,				
(j) Interest Earned (A	Award to Date)	(k) Interest Ear	ned (In c	urrent reporting	period)						
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,								
(I) Category /	(m) Curre	nt Approved Budg	get		(n) Grant E	xpenditures		(0)	Current Period M	atch	
Program Expenses	Approved Budget	Remaining Balance Available	Expend %	Current Period Grant Expense	Prior Approved Grant Expenses	Grant Expense Adjustment	Post-Adjustment Grant Expenses (Award to Date)	Cash	Inkind	Total	(p) Total Match (Award to Date)
Personal Services (Salaries and Wages)			0%						-		
2. Fringe Benefits			0%								
3. Travel			0%								
4. Equipment			0%								
5. Supplies			0%								
Contractual Services			0%								
7. Occupancy (Rent and Utilities)			0%			lt.					
Training and Education			0%								
9. Direct Admin Costs			0%								
- 10 Other			0%								
(q) TOTAL DIRECT EXPENSES			0%								
(r) Indirect Costs			0%								
(s) TOTAL EXPENDITURES			0%								
Add											

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BOBS 2832 (Rev. 01/08/19)

GRANTEE CERTIFICATION 2CFR 200.415)

By signing [authorizing] this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the [related] expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Name and Title of Authorized Grantee Representative	Date Submitted	
Email Address	Phone Number	
STATE AGENCY USE ONLY		
Name and Title of IDOT PFR Approver	Date Received	Date Approved

Illinois Department of Transportation State of Illinois

Periodic Reporting

The purpose of periodic reporting is to collect performance and financial information from recipients of state grant awards which assists in the oversight and monitoring of those awards. Unless statutorily exempt as documented in the Catalog of State Financial Assistance (CSFA), the Uniform Grant Agreement (UGA) or the Uniform Intergovernmental Grant Agreement (UIGA) all grant awards are subject to periodic reporting.

The Grant Accountability and Transparency Act (GATA) uniform forms for the Periodic Performance Report (PPR) and the Period Financial Report (PFR) have been consolidated into one Illinois Department of Transportation (IDOT) form, BoBS 2832 R1. The BoBS 2832 R1 follows the uniform nature and requirements of the individual GATA forms. These terms are based on the entities' risk profile as defined in the Notice of State Award (NOSA).

BEFORE COMPLETING THE BoBS2832 R1 PLEASE READ ALL INSTRUCTIONS. Additional support can also be provided by contacting the IDOT point of contact specified in the "State Agency Contacts" section of the agreement.

General Report Submission

- 1. The grantee must submit the BoBS 2832 R1 in addition to other required reports as specified in the UGA/UIGA.
- The BoBS 2832 R1 must be submitted to the attention of IDOT's point of contact specified in the "State Agency Contacts" section of your UGA/UIGA in accordance with the requirements established in the award document.

General Reporting Requirements

- Unless statutorily exempt as documented in the CSFA and the UGA/UIGA, all grant awards are required to submit the BoBS 2832 R1 in accordance with the terms established in the UGA/UIGA. The UGA/UIGA may specify an alternative file or external database that may be used in conjunction with the BoBS 2832 R1.
- 2. The frequency of the BoBS 2832 R1 is specified in the Notice of Funding Opportunity (NOFO) and the UGA/UIGA. The BoBS 2832 R1 must be submitted within the specified time frames.. A submittal will be considered "late" if it is more than 15 calendar days past the due date or the date specified by the State agency's JCAR Rules (including approved extensions.) Generally, unless mandated otherwise, the due date for IDOT reporting is 30 days from the end of the defined reporting period (i.e. end of the quarter, month or year).
- 3. Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports." If the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx.)
- 4. A final BoBS 2832 R1 shall be required at the completion of the grant award. For the final BoBS 2832 R1, the reporting period end date shall be the end date of the project/grant period.

Performance Reporting Report (PPR) Instructions

If the UGA/UIGA specifies an alternative file or external database for grant performance reporting, the grantee should mark the shaded box in the PPR accordingly. In the *File Name* or *Database* Source field, enter the name of the alternative file or database utilized. The grantee is not required to complete Sections 14 - 22 if the information is provided in an alternative format specified in the UGA/UIGA.

If additional space is needed to support the PPR, <u>supplemental pages should be attached</u>. As indicated on the PPR, responses to Sections 14 - 22 may be provided in a separate format. If additional pages are provided, the pages should be numbered and must reference:

- a. Grant number
- b. Grantee organization
- c. DUNS number
- d. FEIN
- e. Period covered by the PPR

Periodic Reporting Section Instructions

Section	Data Element	Section Instructions for Periodic Reporting							
1	Grantee Name (per UGA/ UIGA)	Enter the name of the grantee exactly as stated in the UGA/UIGA.							
2	Grant Number	Enter the number assigned by IDOT; Grant Number specified in the UGA/UIGA.							
3	Grantee DUNS	Enter the grantee's Dun & Bradstreet number.							
4	CSFA Number	Enter the number assigned to the program through the Catalog of State Financial Assistance.							
5	Grantee FEIN	Enter the grantee's Federal Employer Identification Number provided by the Internal Revenue Service.							
6	Program Name (per UGA/ UIGA)	Enter the program name exactly as stated in the UGA/UIGA.							
7	CFDA Number(s)	Enter the Catalog of Federal Domestic Assistance (CFDA) number(s) as stated in the UGA/ UIGA. If the program is funded by more than on CFDA, list each CFDA number.							
8	State Agency (Grantor)	Enter the name of the state agency awarding the grant as identified in the UGA/UIGA.							
8.A	GATA Registration/ID Number	Enter the GATA Registration/ID Number as identified in the GATA portal.							
8.B	SAIN Number	Enter the State Award Identification Number (SAIN) in the Notice of State Awards (NOSA) Section in the GATA Portal.							
8.C	State Obligation Number	Enter the State Obligation Number. Program area will have to provide to Grantee.							
9	Agreement Period	Enter the agreement period established in the UGA/UIGA. This may span multiple years, based on the terms of the UGA/UIGA.							
10	Report Period	Enter the start date and end date of the reporting period. The reporting periods are specified in the UGA/UIGA.							
11	Final Report	Mark appropriate box. Check "yes" only if this is the final or last Periodic Report for the Agreement Period specified in Section 9.							
12	Report Frequency	Select the appropriate term corresponding to the requirements specified in the UGA/UIGA. "Other" may be used when a different reporting schedule is required due to Specific Conditions State the frequency as stated in the UGA/UIGA Specific Conditions.							
13	Prepared Date	Enter the date the Periodic Report was prepared by the grantee							
	Pe	riodic Performance Report (PPR) Section Instructions							
	Respor	nses to Sections 14 - 22 may be provided in a separate format. All grantees must complete Section 23.							
14	Deliverable (if applicable)	List all high-level deliverables required under the current approved UGA/UIGA. Enter one Deliverable per row. Examples of Deliverables could include: Provide IT training Purchase equipment Hire contractors Conduct workshops Submit document As delineated in the UGA/UIGA, "Deliverables" are not "Performance Measures." Performance Measures are addressed in Section 18-22. Grantees are not required to report on deliverables that were due and completed in prior reporting periods.							
15	Due Date	Per the current approved UGA/UIGA, enter the Due Date for the corresponding Deliverable. This date may fall outside the time frame of the current PPR.							
16	Date Completed	Enter the date the Deliverable task was completed. If the task has not yet been completed, leave this cell blank.							

Section	Data Element	Section Instructions for Periodic Reporting
		Briefly explain progress towards meeting the Deliverable to inform IDOT of challenges and successes. If additional space is needed, attach a supporting narrative.
17	Deliverable Explanation	 A description of the challenges and plans to overcome them must be provided if: Deliverable was completed after the Due Date, Deliverable is not completed and the Due Date has passed, or Grantee anticipates the Deliverable will not be completed by a future Due Date.
		If the grantee is on pace to complete a Deliverable that comes due after the reporting period the grantee should, at a minimum, enter "On schedule" in Section 17.
18	r enormance weasures	Enter all Performance Measures required in Exhibit E under the current approved UGA/UIGA. Enter one Performance Measure per row.
19		Based on the current approved UGA/UIGA, enter the Performance Standard (or target) for the corresponding Performance Measure and the reporting frequency (annual/quarterly/monthly/etc.) based on Exhibit F of the UGA/UIGA. Examples of Performance Standards/Frequency could include: 1,000 Persons Trained/quarter \$250,000 Capital Leveraged/year 500 Patients Rehabilitated/month
		If the Performance Standard fluctuates over time per the UGA/UIGA, the Standard listed should apply to the specific report period.
		Based on the current approved UGA/UIGA, enter the actual results for the corresponding Performance Measures for the specific report period.
		Based on the current approved UGA/UIGA, indicate whether the performance standard in Section 19 is a grant "requirement." • Enter "R" if meeting or exceeding the Performance Standard is necessary to satisfy grant terms. Failure to meet the Standard may indicate that the grantee in not in compliance. • Enter "IO" if the data is collected for programmatic or assessment purposes. Failure to meet an "IO" Performance Standard may not imply that the grantee is out of compliance.
		Mark the appropriate check box based on whether or not ALL performance accomplishments are on schedule with performance standards.
22	Performance Explanation - Award to Date	Section 22 is not limited to the reporting period. Responses are <u>award to date.</u> If any performance measure results/accomplishments (Section 20) are below the required standards (Section 19), an explanation must be provided to inform IDOT about the deviation. Consider internal and external factors that impact performance. Attach a supporting narrative if additional space is needed. Grantees are encouraged to highlight factors that enable grant performance to exceed performance standards.
		All grantees must complete Section 23
		Federal Uniform Guidelines requires periodic reporting to correlate performance and expenses within a report period. Correlation reporting focuses on the degree to which expended resources are effectively achieving anticipated outcomes. Determine if grant performance (service/outcomes) is on schedule with the anticipated timing of incurred grant expenditures/earnings per the terms of the UGA/UIGA. Mark the appropriate box. Per the UGA/UIGA, the award may have services/outcomes that occur at a different time than
23	Performance Accomplishments Correlated to Reported Expenses	the expense. The award may have services/outcomes that occur at a different time than the expense. The award may be on schedule because it is expected that expenses and services/outcomes occur at different intervals. Grantees must provide an explanation if grant performance to-date does not correlate to the timing of incurred expenses/earnings per UGA/UIGA terms. Attach a supporting narrative if additional space is needed.
		Grantees are encouraged to inform IDOT if internal or external factors are causing a better than anticipated correlation.

Grantee Certification/State Agency Acceptance Grantee Certification Federal Uniform Guidance (2 CFR 200.415) requires an authorized grantee representative certify the accuracy of the information provided in the PPR. Name and Title of Authorized Enter the name and title of the grantee representative certifying the PPR. This individual must 24 Individual from Grantee be authorized to represent the grantee in this capacity. Organization 25 Date Submitted Enter the date the grantee representative certified the PPR. 26 Phone Number Enter the phone number of the grantee representative certifying the PPR. 27 Email Address Enter the email address of the grantee representative certifying the PPR. Name and Title of IDOT PPR 28 Enter the name and title of the IDOT representative authorized to approve the PPR. Approver 29 Date Received Enter the date the IDOT representative received the PPR. 30 Date Approved Enter the date the IDOT representative approved the PPR.

Illinois Department of Transportation State of Illinois

Periodic Financial Reporting (PFR) Instructions

- 1. The Category/Program Expenses or line items of the PFT template should correspond to the current approved grant budget. All program-specific line items included in the approved budget should be included in the PFR.
- 2. Use "N/A" for Not Applicable if a data field in Sections (a) through (s) is not relevant to the grant agreement (e.g., Program Income). Terms of the UGA/UIGA dictate if a field is relevant
- 3. A separate Consolidated Year-end Financial Report traced to the organization's financial statement is also required. The Consolidated Year-end Financial Report is inclusive of all State of Illinois funding received by the grantee organization. A separate reporting template and instructions are provided for consolidated year-end reporting.

 Periodic Financial Reporting (PFR) Instructions

Section	Financial Reporting (PFR) Instruction Data Element	Section Instructions for PFR
(a)	No changes from prior reporting period and/	Mark the box if there are no changes from the prior reporting period and/or no new expenses.
(a)	or No new expenses	
(b)	Indirect Cost Rate	Enter the Indirect Cost Rate percentage (%) as accepted by IDOT for indirect cost reimbursement on this particular award. (Example: 10%) - If no indirect cost reimbursement is requested please enter 0%.
(c)	Approved Indirect Cost Rate Base	Enter the Indirect Cost Base description as accepted by IDOT for indirect cost reimbursement on this particular award. (Example: Modified Total Direct Costs - MTDC) - If no indirect cost reimbursement is requested please enter N/A.
(d)	Program Restrictions	Based on the UGA/UIGA, select "Yes" or "No" to indicate if there are funding-related program restrictions that will be monitored.
(e)	List of Restrictions	Specify the program restriction(s) if Section (d) was marked "Yes."
(f)	Mandatory Match %	If the UGA/UIGA includes a mandatory match, select "Yes" and identify percentage in the field provided. If the UGA/UIGA does not include a mandatory match, select "No."
(g)	Specify Match	Specify the match percentage if Section (f) was marked "Yes."
(h)	Program Income (Award to Date)	Enter the cumulative amount of grant program income earned to date including current reporting period. Apply agency policy if required to include program income under budget to actual reporting.
(i)	Program Income (In current reporting period)	Enter the amount of grant program income earned during the current reporting period.
(j)	Interest Earned (Award to Date)	Enter the cumulative amount of grant interest earned to date including current reporting period.
(k)	Interest Earned (In current reporting period)	Enter the amount of grant interest earned during the current reporting period.
(1)	Category Program Expenses	Enter all current and approved line items as exactly stated within the current approved grant budget. All program expenses must align with specified line items.
(m)	Current Approved Budget (Enter this item firs	st for every Category/Program Expense)
	Approved Budget	Enter the most current approval budget amount for each program expense line item.
	Remaining Balance Available	AUTO CALCULATED: Approved Budget for the line item minus Post Adjustment Grant Expenses. (Award to Date)
	Expend %	AUTO CALCULATED: Post Adjustment Grant Expenses (Award to Date) divided by Approved Budget for the line item.
(n)	Grant Expenditures	
	Current Period Grant Expense	Enter the amount of expenditures for each line item being reported as expenditures for this award during the period identified on Section 9 (Agreement Period) of the Periodic Reporting Section.
	Prior Approved Grant Expenses	Enter the amount of expenses by line item reported and approved for this line item prior to this reporting period.
,	Grant Expense Adjustment	Enter any adjustments/corrections needed to restate expenditures reported in a prior period.
	Post Adjustment Grant Expenses (Award to Date)	AUTO CALCULATED: Sum of Current Period Grant Expenses, Prior Approved Grant Expenses and Adjustments.
(0)	Current Period Match	Enter the amount of cash and in-kind contributions to the grant program for the current reporting period's match requirements. See 2 CFR 200.306
	Cash	Enter amount of cash contributed to the grant program for the current reporting period.
	In-Kind	Enter value of non-cash contributions to the grant program for the current reporting period.
	Total	AUTO CALCULATED: Total of Cash and In-kind contributions to the grant program in the current reporting period.
(p)	Total Match (Award to Date)	Enter prior reporting period Total Match based on the Previous PFR (Prior Award to Date) plus Total of Current Period Match for the grant program.
(p)	Total Direct Expenses	AUTO CALCULATED: Sum of the line entries in each column for section (m), (n), (o) and (p).
(r)	Indirect Costs	Enter computed indirect costs based on Sections (b) and (c).
(s)	Total Expenditures	AUTO CALCULATED: Total Direct Expenses plus Indirect Costs.
	1	<u></u>

BUILDING PERMITS - OCTOBER 2019

PERMIT #	OWNER NAME	ADDRESS	DATE	DESCRIPTION	COST	VALUE
156-19-10B	Schroeder	637 Indiana	10/01/2019	Roof	\$60.00	\$6,946.00
157-19-10B	Tomei	544 Hodges	10/03/2019	Roof	\$60.00	\$19,660.00
158-19-10B	Murray	549 Willow	10/07/2019	Roof	\$60.00	\$8,680.00
159-19-10B	Most	242 Miller	10/08/2019	Fence	\$70.00	\$3,200.00
160-19-10B	The Preserves	30125/30129 Autumn	10/09/2019	2-unit Roof	\$120.00	\$11,000.00
161-19-10B	The Preserves	30086/30088 Autumn	10/09/2019	2-unit Roof	\$120.00	\$11,000.00
162-19-10B	Thompson	603 Country	10/09/2019	Roof	\$60.00	\$7,700.00
163-19-10B	Mieszcak	1629 Sawgrass	10/10/2019	Roof	\$60.00	\$7,500.00
164-19-10B	Renje	1539 Sawgrass	10/10/2019	Roof	\$60.00	\$7,000.00
165-19-10B	Graddy	1464 Crooked Creek	10/15/2019	Concrete Patio	\$114.11	\$4,000.00
166-19-10B	Naylor	318 Quail Hollow	10/18/2019	Roof	\$60.00	\$7,000.00
167-19-10B	Farmer	520 Country	10/22/2019	Roof	\$60.00	\$1,375.00
168-19-10B	Graddy	1464 Crooked Creek	10/24/2019	Roof	\$60.00	\$9,030.00
169-19-10B	Kasper	1399 Crooked Creek	10/25/2019	Roof	\$60.00	\$7,000.00
170-19-10B	Rath	255 Quail Hollow	10/25/2019	Roof	\$60.00	\$7,000.00
171-19-10B	Bouchard	291 Mallards Cove	10/25/2019	Roof	\$60.00	\$7,000.00
172-19-10B	Kreja	300 Mallards Cove	10/25/2019	Roof	\$60.00	\$7,000.00
173-19-10B	Musch	1559 Sawgrass	10/25/2019	Roof	\$60.00	\$7,000.00
174-19-10B	Schleyer	281 Quail Hollow	10/25/2019	Roof	\$60.00	\$7,000.00
175-19-10B	Hausier	1374 Crooked Creek	10/25/2019	Roof	\$60.00	\$7,000.00
176-19-10B	Rietveld	1570 Mallards Cove	10/28/2019	Roof	\$60.00	\$12,000.00
177-19-10B	Dutch American	1351 Dutch American	10/28/2019	Storage warehouse	waived	\$1,000,000.00
178-19-10B	Phillips	1650 Woodbury Bend	10/29/2019	Roof	\$60.00	\$11,000.00
179-19-10B	Schmidt	538 Willow	10/29/2019	Roof	\$60.00	\$9,199.00
180-19-10B	Siefker	602 Dunbar	10/30/2019	Fence	\$70.00	\$2,445.00
181-19-10B	Michalczyk	272 Quail Hollow	10/30/2019	Fence	\$70.00	\$8,000.00
182-19-10B	Pavich	260 Maple	10/31/2019	Patio	\$85.00	\$6,856.00



Village of Beecher Police Department

TO: Mayor and Village Board Re: Monthly Report - October, 2019

From: Chief Gregory D. Smith

Community Contacts:

- Bingo at Beecher Manor.
- Beecher Police assisted Youth Commission with Haunted House Trip
- Beecher Police assisted BFPD with open house
- Beecher Police conducted a walk through at the wake for Bill Waterman
- Introduction of new officers at Village Board Meeting
- Beecher Police & EMA provided security for Trick-or-treat
- Chief Smith Decorated squad and passed out candy for Trick-or-Treat

Meetings, Training & Conferences:

- Chief & Bob Barber attended class on the new marijuana law taught by the ILACP.
- Chief attended Officer Szwab & Hanson's police academy graduation in Chicago.
- Chief met with members of the Auto Theft Task Force
- Chief Smith attended the monthly Administrative Tow Hearing in Peotone
- Chief Smith attended the police graduation for Officer Arroyo NEMRT CCSP
- Chief Smith sat on a promotional panel for detective at the Wilmington Police Department
- Cpl. DaCorte attended ILEAS WMD SRT training
- SRO Beck completed 40 hour juvenile class

Gregory D, Smith Chief of Police

CODE ENFORCEMENT OCTOBER 2019

- 1. Oct 7th 2019 452 TALL GRASS, VEHICLE IN DRIVE EXPIRED PLATES. SPOKE WITH HOMEOWNER AND HE WILL REMOVE VEHICLE AND CUT GRASS. HE HAS COMPLIED.
- 2. OCT 7^{TH} 2019 361 FAIRWAY DRIVE. TALL GRASS IN VACANT LOT. GRASS HAS BEEN CUT.

BEECHER POLICE DEPARTMENT COMMUNITY POLICING OCTOBER 2019

1. OCT 16TH 2019 BEECHER MANOR BEECHER BINGO. STILL CONTINUES TO BE A GREAT EVENT FOR THE PATIENTS.

			New York	19595					
				HEG THE	Proposado en Constantos				
				lui:					
<u> </u>				Common					
				Total	t Aggregate Total				+
Driving under	er the influer	nce of alcoho	l/drugs	1	14		+ -		
Driving with			Ţ	0	4		_	·-	
Driving under	er the influer	ice of drugs	in urine	0	0		+	 	+
Illegal transp				0	8		<u> </u>	+	
Suspended r	egistration	T	1	$+\frac{1}{1}$	3		_		-
Improper dis	play of regis	stration		0	4		+	 	·
Improper us	e of regstrat	ion		1	3				
Operation of	uninsured n	notor vehicle		5	44			— —	_
No valid regi				4	27		_		
No valid drive	ers license			3	21		+	<u>+</u> -	
Driving while	license sus	pended or re	voked	- <mark>-</mark> -	24		- 	 	
Speeding					50				+
Disobey traff	ic control de	vice		0	11		 	<u> </u>	
Seat belt viol				0	1		<u> </u>	 	_
Improper lan	e usage			$+\frac{3}{3}$	18				-
Improper pas				0	0				
Truck violatio	n (size/weig	ht/load)		31	177				
	Overweight		2		1//				
	Overwidth /	registration Overlength	0 19	 			ļ	<u> </u>	
	No safety te Permit Violat		10					<u> </u>	
	No valid CDL		0	_			-		
Equipment vi	olation			7	48				
Fail to yield -	emergency	vehicle		0	2				-
Cell Phone Vid	olation			0	2				
All others				2	21		†		
Total tickets									<u> </u>
Total tickets Total violators				61	482				
Total Violacois	<u>,</u> ———			48_	344				<u> </u>
	Subjection.	11.	artoriarians	100		Alegan pi	1/1	Property and	.,,
M/W M/B	26	54%	162	47%	F/W	2	4%	29	8%
M/Hispanic		15% 22%	48 80	14% 24%	F/B	_1	2%	15	4%
M/Other	0	0%	0	0%	F/Hispanic F/Other	1	2% 0%	10	3% 0%
							0 /0		
Total Miles	jan relati		i elgir Zenic	144.1					
Total White Total Black		58%	190	55%					
Total Hispanic	$-\frac{8}{12}$	17%	63	18%		,			
Total Other		25%	90	26%					
. Juli Otilei	U	0%	1	1%_					

Officer	Warnings	Citations	CL-Tickets	P-tickets	Compromise	Total
100	0		0	0	0	0
107	1	1	$-\frac{1}{0}$	0	$-\frac{\sigma}{0}$	$-\frac{\sigma}{2}$
108	17	43	0	- 0	0	60
114_	2	${1}$	0	0	$\frac{1}{0}$	3
_ 117	0	0	0	0	0-	$-\frac{3}{0}$
129	0	0	0	0	- 0 $-$	$-\frac{0}{0}$
148	10		0	2	0	$-\frac{3}{14}$
149	_ 1	0	1 -	0	2	4 -
152	0		0	0		0
154	_ 7	_ 3	0	0	0	10
157	6	4	0	0	0	10
164	_ 0 _	0	0	0		
169	5	0	0	0 -	0	- 0 -
170	0	00	0	0	0	0
171	18	_ 1 1	0	4	0	23
172	2	_ 2	0	0	0	4
173	_ 33 _ +	4	0	7		44
Γotals	102	61	$-\frac{1}{1}$			- 17 9

Beecher Police Department CAD Calls For Service Counts

10/1/2019 to 11/1/2019

911 HANG UP CALL	3
Abandoned	1
Abandoned 911 Call	2
Accident	3
Administrative Duties	2
ALARM	11
Animal Complaints	4
Assault	1
Assist Fire Department	45
Assist Law Agency	7
Attempt to Locate	1
Battery	2
Breaks	7
BUILDING CHECK	218
BURGLARY TO MOTOR VEHICLE	5
CIVIL CALL	2
Code Violations	5
Court Duties	2
Criminal Damage to Property	2
Detail	1
Disturbance	3
Drive Off	1
Escorts	15
Extra Patrol	17
FINGERPRINTING DUTIES	2
Flagged Down	1
Follow Up	25
FRAUD INVESTIGATION	3
HARASSMENT	2
House Watch	25
Information	3
Juvenile Complaints	2

Lock out or in	7
Lost	1
Loud	1
Missing Person	1
Motorist Assist	2
NOTIFICATIONS	1
Open Door	17
Ordinance Violation	1
Other Complaints	3
Parking Complaints	17
Phone	3
Public Service	3
Reckless Driving Complaints	6
Report Writing	7
Repossessions	1
Road	2
SCHOOL RELATED DUTIES	9
Sick	2
Solicitor Complaints	1
Stand By	4
STOLEN	1
Suspicious	23
Theft	4
Traffic Complaint	1
Traffic Stop	139
Training	2
Unwanted	1
Vacation Watch	2
Vehicle Maintenance	4
Walk in at Station	7
Welfare Check	3
Wires Down	4
Total	703

11/4/2019 4:39:15 PM Page 2 of 2

Beecher Police Department

Accidents by Location 10/1/2019 12:00:00 AM to 11/1/2019 12:00:00 AM

B1-19-0000299 - Control #

10/16/2019 4:15:00 PM

1111 Dixie Hwy Apt 300

Inv. By: Emerson, Rick 108

1 - Driver

2 - Parked - No MULDERINK, MEGAN A

B1-19-0000306 - Control # 10/26/2019 2:00:00 PM 721 W Indiana Ave

1 - Driver Knezevich, Robert C Inv. By: Smith, Gregory 100
O - No Indication of Injury

B1-19-0000290 - Control # 10/5/2019 1:30:00 PM 722 Dixie Hwy

1 - Driver Contreras, Maida Inv. By: Young, Jeffrey 107

 1 - Driver
 Contreras, Maida
 O - No Indication of Injury

 1 - Driver
 Dey, James
 O - No Indication of Injury

Beecher Police Department

Case Report Summary 10/1/2019 12:00:00 AM to 10/31/2019 11:59:59 PM

Offense Code	1360	0910	9356	0920			9480	2480	1150	2470	2461	0760	0460	OROS	3731	5081	3731	5081		2470	5081	1130	0096	6594	2461	6607	2470	2461	5081		2410
Primary Officer	Fravel, Brian #149	Dacorte, Aaron #157	Dacorte, Aaron #157	Smith, Gregory #100	Mazurak Bonald #148	Voling Toffigu #107	Dacorte, Aaron #157	Hanson, Erik #172	Drew. Rvan #173	Mazurek, Ronald #148		Mazurek, Ronald #148		17			Hanson, Erik #172		Leroy, Andrew #117	Drew, Ryan #173							Hanson, Erik #172	1.4	Hanson, Erik #172	Emerson, Rick #108	
Call for Service Location	276 Timbom Bluff Tal	ZVO TIMBORIS BIGIL I FI	1920 N Monhegan Ave	1459 Trail Side Dr(post)	614 Gould St	722 Dixie Hwv	S Ashland Ave / W Church Rd		1369 Crooked Creek Dr	Woodward St / W Indiana Ave		1419 Trail Side Dr	532 Gould St	1350 Dixie Hwy	Dixie Hwy / Country Ln	,	•		1111 Dixie Hwy Apt 300	Hunters Dr / S Dixie Hwy			629 Penfield St	W Goodenow Rd / S Rt 394 Nb Hopkins, Ryan #154			S Dixie Hwy / Hunters Dr		730 Dixie Hwy	721 W Indiana Ave	744 W Church Rd
Date/Time Case Report Location 10/2/2019 4:35:41 AM 319 Spring Cv	10/2/2019 5:26:42 AM 276 Timhers Right Tri	10/2/2010 4-26-16 AM 1020 NI Manhard	10/2/2019 4.30:10 AWI 1920 N Monnegan Ave	10/2/2019 8:59:50 AM 1459 Trail Side Dr	10/3/2019 9:46:36 AM	10/5/2019 1:30:09 PM	10/6/2019 12:49:14 AM Church Rd / Dixie Hwy		10/9/2019 11:20:54 PM 1369 Crooked Creek Dr	10/10/2019 12:01:57 AM 700 Dixie Hwy		10/12/2019 11:48:34 AM 1419 Trail Side Dr	10/12/2019 7:40:20 PM 532 Gould St	10/14/2019 4:09:41 PM 1350 Dixie Hwy	10/14/2019 10:35:05 PM Dixie Hwy / Penfield St				10/16/2019 4:22:35 PM	10/19/2019 8:38:43 AM Church Rd / S Dixie Hwy	10/91/9019 9-56-07 DM 30960 March Usud March	10/00/0010 0:04:04 DM 000 D - 1: 1.1.0	10/22/2019 3:34:21 FM 629 Pentield St	10/23/2019 10:23:50 PM Dixie / Fairway			10/24/2019 10:05:28 PM DIXIE HWY / W CHURCH	מא	10/25/2019 3:55:21 AM 730 DIXIE HWY	10/26/2019 2:00:21 PM	10/27/2019 5:36:09 PM Church Wb From Dixie
Subject Criminal trespass to	Stolen Autos	Suspicions	Discontinuo Martin	Vehicle	ALARM	Accident	DWLR		Credit Card Fraud	No Valid DL	Duradom to Mate.	burgiary to Iwotor	Бащегу	Theft Under	In-State Warrant /	Cosmocuring r.D.			Accident	No Valid DL	Fraud	Custodial issue	Castodia Issue	Speeding Zo-35		No Vella Di	IVO VAIID DE		Suspicious/Warrant	Accident	DOI
Case B1-19-	B1-19-	B1-19-	B1-10	0000288	B1-19-	B1-19-	B1-19-	0000291	B1-19-	B1-19- 0000294	100	-01-10	-61-18	B1-19-	B1-19-				5-10	-81-18- 2000300	B1-19-	81-19-	24 40	3000303		24 40	3000304	34 40	-8-10	-91-19-	-81-18-

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9099			0760		/908	29067	2906
	Leroy, Andrew #117	Beck, Thomas #170	Smith. Gredory #100	C	Emerson, Rick #108	Mazurek, Ronald #148 9067	Szwab, Krzysztow #171 9067
	724 Penfield St	724 Penfield St	1349 Crooked Creek Dr	514 Chactmit In			
	10/28/2019 12:41:41 PM	10/31/2019 8:16:53 AM	10/31/2019 1:29:59 PM 1349 Crooked Creek Dr	10/31/2019 6:40:56 PM 514 Chestnut I n			
	I hert	HARASSMENT	Burglary to Motor	Missing Juvenile	•		
2000000	-81-18-	B1-19-	B1-19-	B1-19-	0000311		

BEECHER EMA REPORT OCTOBER 2019

- 1. OCTOBER 11TH 2019. ASSIST BYC WITH TRAFFIC CONTROL. BEECHER JR. HIGH. ONE ASSIST FOR AN HOUR.
- 2. OCTOBER 18TH 2019 OPEN HOUSE AT THE FIRE DEPARTMENT. FROM 1700HRS-2100HRS 5ATTENDED AT 4 HRS EACH. 20HRS.
- 3. OCTOBER 22ND TRAINING POLICE, FIRE EMA JOLIET JR. COLLEGE. 1 ATTENDED. 5 HRS.
- 4. OCT 30TH 2019. ASSIST BEECHER FIRE DEPARTMENT DIXIE AND CORNING WIRES DOWN AND POLE FIRE. 2 ASSISTED 2HRS 4HRS TOTAL.

TOTAL HRS 30

Village of Beecher

Monthly Water Department Report October 2019

System Pumping Data

Total Gallons Pumped: 14,132,000 Monthly Average: 455,000

Peak Day: 554,000 Gal. 10/04/19

Well Pumping Data

Well #3 Total Gallons: 4,159,000 Daily Average 134,000 Well #4 Total Gallons: 5,988,000 Daily Average 193,000

Well #5 Total Gallons: 3,985,000 Daily Average 128,000

Chemical Usage

Total Pounds Chlorine used: 573.0 Well #3: 172.9 Well #4: 240.4

Well #5: 159.7

Total Pounds Aqua Mag used: 2,088 Well #3: 481.0 Well #4: 1,095

Well #5: 512.0

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

Village of Beecher Wastewater Treatment Plant Monthly Report

Month; OCTOBER :2019

Year: 2019

Total Gallons. MGD

Influen: 23.953 MGD

Daily Maximum: 2.2100 MGD

Effluent: 34.653 MGD

Daily Maximum: 2.7781 MGD

Minimum: ..6115 MGD

Average Daily Flow: 1.1178 MGD

Excess Flow: 1.222 MGD

Chlorine Used (Lbs): 0

Excess Treated 0 MGD

Rainfall/Precipitation Inches: 6.97 Inches

Return Sludge 22.56: MGD

Dry Sludge Removed (Cubic Yards): 0

Liquid Sludge Hauled Gallons: 0 gals

Laboratory Information ;. Effluent

5 Day CBOD Avg: 1.6 mg/l

(Daily max): 1.7 mg/l

Total Suspended Solids Avg: 0.8 mg/l

(Daily max): 1.2 mg/l

Ammonia Nitrogen Avg; 0.12 mg/l

(Daily max): 0.15 mg/l

99.0 % average removal rate BOD

99.4 % average removal rate SUSPENDED

.Laboratory Information; Influent

Average 5 Day BOD: 136 mg/l

Average TSS: 130 mg/l

Ammonia Nitrogen Avg: 22.0 mg/l

(Daily max): 32.7 mg/l

Equipment issues, repairs, maintenance,

. Clarifier monthly maintenance performed. Clarifier #2 out of service for rebuild, *OXIDATION DITCH weekly maintenance performed. *BLOWER monthly maintenance performed., RAS FLOW METER, will be replaced during the Oxidation Ditch upgrade, .Aerobic Digester out of service for rebuild.

*.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., Month of September 2019 NPDES DMR reports completed, and submitted. Biomonitoring samples collect and submitted to Paragon Labs for required Aquatic Toxicity monitoring which is required per the new

NPDES permit on a quarterly basis,

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

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: September-October, 2019

Gallons Pumped	Gallons Billed	Difference	Pumped/Billed Ratio	Water Loss
29,087,000	17,555,400	11,531,600	60.35%	39.65%

This compares to the pumped/billed ratio of 61.95% for the same period last year and the 10 year average of 69%.

of water accounts: 1,723(decrease of 4) BREAKDOWN OF WATER CHARGES

Amount billed for water: \$119,940.95 Watermain Replacement Flat Charge: \$6,892.00

of sewer accounts: 1,714(increase of 1) Watermain Replacement \$1 Rate: \$17,555.40

Amount billed for sewer: \$81,048.69 Over 30,000gl \$1/1,000gl surcharge: \$1,598.00

(1,598,000gl billed this period over 30,000)

Amount billed for sewer debt: \$18,556.84

Water Rate for Operations: \$93,895.55

(Standard rate)

of accounts on lift station charges: 321 (no change)

Amount charged for lift station usage: \$2,016.49

of refuse accounts: 1,609 (increase of 1)

Amount billed for refuse: \$58,476.76

New Meter Charges: \$-0-

Mosquito Charges: \$3,439.36

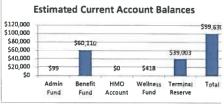
Accrued Payables/Receivables charged to System: (\$-12,578.96)

Total amount billed this period: \$283,479.09

Village of Beecher IPBC Financial Summary July 2019 Through June 2020 Plan Year Data Through September 30, 2019

Gallagher Insurance | Risk Menagement | Consulting

		Account Su	mmary		
Account	Balance as of 6/30/19	Transfers/Withdrawals Plan Year To Date	Estimated Gain/(Loss) Plan Year To Date	Estimated Account Balance:as of 9/30/19	Fund Balance Requirements
Admin Fund	\$99	\$0	\$0	\$99	\$1,035
Benefit Fund	\$63,392	\$0	(\$3,282)	\$60,110	\$60,353
HMO Account	\$0	\$0	\$0	\$0	N/A
Wellness Fund	\$418	\$0	\$0	\$418	N/A
Terminal Roserve	\$39,003	\$0	\$0	\$39,003	N/A
Total	\$102,912	\$0	(\$3,282)	\$99,630	\$61,388



PPO Experience Summary

Category	Village of Beecher	SWAHM Total	IPBC Total
Average Monthly Enrollment	25	754	11,899
PPO Loss Ratio	143 8%	104.1%	100 2%
PPO Funding Variance	(\$36,253)	(\$114,911)	(\$119,059)
PEPM Banded Layer Claim Cost (\$35k - \$500k)*	\$0.00	\$186 31	\$167.77
# of Claims In Banded Layer	0	8	139

^{*}PEPM = Per Employee Per Month

HMO Experience Summary					
Category	Village of Beecher	SWAHM Total	IPBC Total		
Average Monthly Enrollment	0	222	4,833		
HMO Loss Ratio	0.0%	95.9%	97.2%		
HMO Surplus/(Deficit)	\$()	\$35,623	\$485,429		
Reallocated Surplus/(Deficit)	\$0	\$29,138	\$485,429		

PPO	Network	Summary

Category	Village of Beecher	SWAFIM Total (For BQBS Network)	IPBC Total (For BCBS Network)
Network Savings "»	55 6%	59.1%	55.8%
Network Utilization %	100 0°%	98.7%	99.4%







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

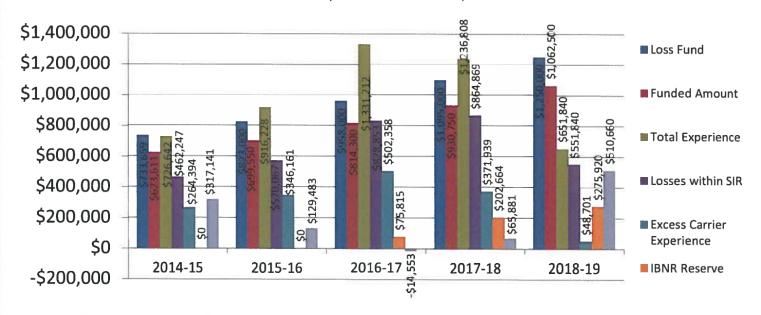
> The estimated gain/loss numbers are unaudited and subject to change

> An estimate of the change in IBNR has been included in the above numbers

> The estimated gain/loss and account balances are calculated for each subpool member based on their percentage of total subpool funding

Illinois Municipal Insurance Cooperative-IMIC

Loss Run Report as of October 31, 2019



KEY

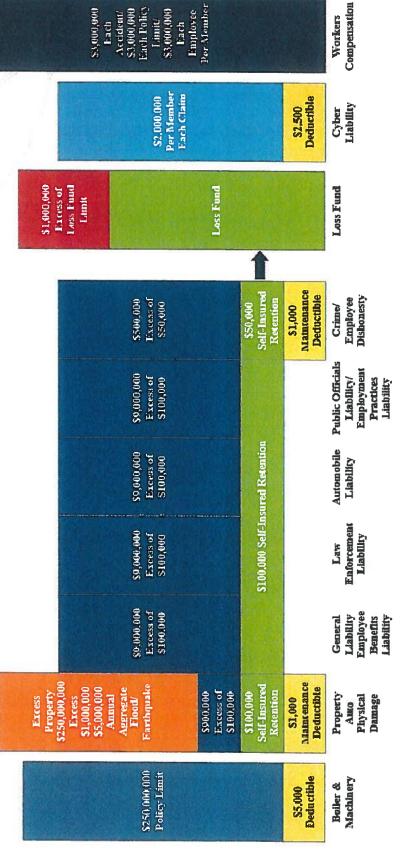
- Loss Fund The total amount the program collects at the beginning of every renewal term to pay claims within the program's SIR of \$50,000.
- Funded Amount Actual amount collected based on annual funding levels selected by the IMIC Executive Board.
- Total Experience The total amount of losses to date.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

BRIT Insurance Public Entity Program



Insurance | Risk Management | Consulting

2019-2020 Protected Self-Insurance Structure



The SIR is a Per Occurrence Retention. Only one Retention applies in the event of a multiple coverage loss.

Exposure Summary – All Members



Insurance | Risk Management | Consulting

Description	2018-2019	2019-2020	% Change increase or (Decrease)
Total Insurable Values	\$766,308,182	\$826,478,923	7.28%
Gross Operating Expenditures	\$306,964,205	\$383,440,000	19.94%
Vehicle Counts	1,030	1,034	0.39%
Payroll	\$69,040,444	\$71,035,842	2.81%

Total Incurred Claims by City Valued as of 10/31/19



Insurance | Risk Management | Consulting

Member/Year	2013-2014	2004-2015	2015-2016	2016-2017	2017-201R	2618-2019	Tottol	Average	Average Less Current Year
Beecher	\$6,983	8	\$37,363	\$13,035	858'6S	52, 520	589,707	\$11,618	513,437
Bradley	\$69,495	228,028	\$224,867	\$52,227	\$59B,658	526,480	\$528,894	\$88,149	598,383
Braidwood	\$60,844	538,552	\$3.82,796	\$282,774	\$39,640	\$20,000	\$413,006	568,834	580,601
Coal City	5344,466	5223,648	54.84,697	546,148	50.41,928	8	\$887,289	5147,881	\$177,457
Dwight	529,860	548,270	514,601	582,668	50.08,224	63,465.	\$206,487	\$34,415	\$40,605
Manteno	8	\$22,996	\$28,263	\$30,594	\$5,678	\$5,724	\$99,575	\$16,563	518,732
Marseilles	Şo	\$138,796	58,164	\$6,657	58.548	\$25,468	\$177,628	\$29,605	532,482
Mendota	\$44,609	\$6,175	528,093	526,470	\$185,640	\$35,224	S274,212	545,702	54B, 19B
Oglesby	8	\$10,495	59,688	\$120,609	523,038	\$44,387	5208,240	\$84,707	\$82,771
Oswego	\$950,599	594,484	5003,344	S189,067	\$1.22.09A	567,298	\$919,986	5153,314	\$170,818
Peotone	57,986	8	8	\$105	8	529.478	\$87,574	\$6,262	51.620
Sandwich	\$192,889	\$73,125	8	58,397	537,407	\$183,592	Serrit, 540	579,227	\$62,364
Wilmington	\$26,078	\$91,388	\$0.96,947	\$488,558	5635	8	\$879,806	\$62,301	574,761
Plano	\$55,644	563,448	\$02,255	\$109,752	\$28,606	SPRAIR	\$348,112	\$61,352	\$58,940
Bourbonnais	\$194,200	\$5,221	\$59,434	\$72,200	587.566	\$50.297	\$448,909	\$74.618	\$88,722
Channahon	\$43,478	\$63,853	\$5.717	\$47,680	\$182.578	Segrett	\$291,128	\$48,521	\$52,490
Roscoe	\$6,393	\$3,176	OS.	183,187	\$0.4,835	\$78,80A	\$000,803	\$18,469	\$6,540
Peru	\$150,484	\$32,514	\$31,141	\$525,04a	SR02, 194	\$85,879	\$827.256	\$137,876	\$148,275
Rochette	\$456,462	\$92,669	\$202,532	\$8,615	\$92,055	Ses, nor	\$547.45D	\$135,350	\$172,467
Total	61.946.R3R	EZU MESS	ST 245 788	\$1.402.713	\$1.314.197	280.7.070	57.665.129	CT 20CA BAR?	

Illinois Municipal Insurance Cooperative

Premiums/Fees Comparison Expirting to Recommended Carriers Village of Beecher

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Description	2018-2019 85% Funding	Initial Contribution 85% Funding	Maximum Costs
Property, General Liability, Excess Liability, Police Professional Liability, Public Officials Liability, Employment Practices Liability,			- 100 - 200 mg/s
Automobile, Crime	\$22,376	\$20,091	\$20,091
Loss Fund	\$17,098	\$28,012	\$32,955
Cyber Liability	\$1,352	\$1,352	\$1,352
Excess Property	\$5,619	\$8,663	\$8,663
Equipment Breakdown	\$1,218	\$1,130	\$1,130
Workers Compensation*	\$73,688	\$67,714	\$67,714
Claims Administration	\$1,140	\$1,500	\$1,500
Loss Control	\$1,000	\$1,000	\$1,000
Brokerage Fee	\$3,000	\$3,000	\$3,000
SLT & Fees	\$990	\$894	\$894
Total Premium	\$127,481	\$133,356	\$138,299

Exposure Summary

Description	2018-2019	2019-2020
Total Insurable Values	\$22,122,866	\$22,730,409
Population	4,600	4,600
Gross Operating Expenditures	\$5,869,328	\$5,960,258
Police (Including Jail Personnel)	21	22
Armed	20	21
Vehicles	37	36
Payroll	\$1,477,430	\$1,565,503