

## MEMORANDUM

TO: Village President and Board of Trustees

FROM: Robert O. Barber, Village Administrator

DATE: Friday, March 6, 2020

RE: VILLAGE ADMINISTRATOR MATERIALS FOR VILLAGE BOARD MEETING

BOARD MEETING DATE: *Monday, March 9, 2020 at 7:00 p.m.*

## A G E N D A

***I. PLEDGE TO THE FLAG***

***II. ROLL CALL***

***III. APPROVAL OF MINUTES***

***IV. RECOGNITION OF AUDIENCE***

***V. VILLAGE CLERK REPORT***

***VI. REPORTS OF VILLAGE COMMISSIONS***

1. BEAUTIFICATION COMMISSION - Matt Conner
2. FOURTH OF JULY COMMISSION - Marcy Meyer
3. YOUTH COMMISSION - Stacy Mazurek
4. HISTORIC PRESERVATION COMMISSION - Scott Wehling

## ***VII. VILLAGE PRESIDENT REPORT***

1. BUCHMEIER BUILDING (752 PENFIELD) UPDATE. The letter was sent providing a 15 day notice for securing loose brick and a 90 day notice for the remainder of the issues with the building before the Village Board considers its next steps.
2. CONSIDER AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH WILL COUNTY FOR THE ESTABLISHMENT OF A QUIET ZONE ON INDIANA AVENUE. This agreement is required before they issue a permit for the work and is a standard template agreement approved by the Village Attorney. It is recommended it be approved.
3. POLITICAL RALLY SCHEDULED FOR SATURDAY, MARCH 21<sup>ST</sup> FROM 10 A.M. TO 12 NOON AT THE NE CR OF CHESTNUT AND DIXIE IN THE RIGHT OF WAY. Chief Smith is coordinating security for the rally which is a protected right for the use of the right of way as long as traffic safety is not compromised. The organizers are working with the police on this.

## ***VIII. COMMITTEE REPORTS***

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

1. CONSIDER A MOTION OF APPROVAL OF THE TREASURER'S REPORT OF FINANCIAL ACTIVITY IN THE PRIOR MONTH
2. VARIANCE REPORTS FOR THE PRECEDING MONTH.
3. APPROVAL OF BILLS FOR THE PRIOR MONTH
4. VILLAGE LOCKS IN ELECTRICAL SUPPLY PRICING FOR THREE YEARS ON ALL OF ITS ACCOUNTS THROUGH NIMEC. Currently the Village pays \$0.05015 per kwh on a three year contract with Dynegy which expires June 1<sup>st</sup>. Bids were opened and a decision had to be made in 24 hours as to what option to select. The Village selected another three year option with a different vendor, Constellation Energy, at a price of \$0.04250 which is 12% less than the current price and only 1% higher than the one year option. Please see the enclosed report.
5. BUDGET WORKSHOP REMINDER 6PM MONDAY MARCH 30<sup>TH</sup> AT THE VILLAGE HALL.

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

1. SPLASH PAD UPDATE. At the last meeting a request for information on rubber surfacing was made. The Chair has this information to share.
2. PARK DISTRICT REFERENDUM UPDATE. Flyers are being printed by Sanders Services and should be mailed early this coming week. An update will be provided.

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

1. CONSIDER AN ORDINANCE AMENDING THE ZONING CODE TO PERMIT SOLID FENCES AND FENCES UP TO SIX FEET IN HEIGHT IN REAR AND SIDE YARDS. The current ordinance only allows fences up to five feet and must be 50% open at right angles (one inch of open space per two inches of surface). This ordinance was referred to the PZC by the Village Board and at the public hearing all who testified were in favor of the change but questions arose regarding covenants and HOA reviews. The minutes of the meeting are enclosed. The PZC unanimously recommended approval of the ordinance amendment.

***D. PUBLIC SAFETY COMMITTEE - Todd Kraus, Scott Wehling***

1. 2019 ANNUAL REPORT OF THE POLICE DEPARTMENT has been provided to you under separate cover.
2. REQUEST FOR EXECUTIVE SESSION TO DISCUSS PERSONNEL. This is the hiring of a police officer to replace Ron Mazurek.

***E. PUBLIC WORKS COMMITTEE - Jonathan Kypuros, Stacy Mazurek***

1. WASTEWATER TREATMENT PLANT IMPROVEMENT PROJECT UPDATE. We are now working on the punch list items. It appears that Saturday, June 13<sup>th</sup> 10 am to 12 noon will work the best for the open house at the plant since the police bike rodeo is Saturday June 6<sup>th</sup> and the garage sale days are on Saturday, June 20<sup>th</sup>.
2. CONSIDER PAYMENT IN THE AMOUNT OF \$325,528.91 TO I.H.C. AS A CONSTRUCTION PROGRESS PAYMENT FOR WORK AT THE BEECHER WASTEWATER TREATMENT PLANT PENDING THE RECEIPT OF IEPA LOAN FUNDS.
3. CONSIDER PAYMENT IN THE AMOUNT OF \$23,639.59 TO BAXTER AND WOODMAN FOR CONSTRUCTION MANAGEMENT SERVICES AT THE

WASTEWATER TREATMENT PLANT PENDING RECEIPT OF IEPA LOAN FUNDS. This invoice is attached for your review.

4. LEAD SERVICE LINE PROJECT PUBLIC HEARING has been posted for this coming Monday, March 16<sup>th</sup> at 7pm at the Village Hall and may have to be continued to Thursday, March 19th. Trustees need not be present at these hearings since it is an administrative hearing. We are still on target for a Summer, 2020 program.
5. GOULD STREET WATERMAIN PROJECT UPDATE. The bid is good until June 15<sup>th</sup>. However, legislators have not responded to our emails requesting information as to when this project will be funded. We assume they do not even know and there is no funding yet for these projects. The Village President and Administrator will be heading down to Springfield in late March where we hope to corral Re. Smith. And Sen. Simms to find out what is going on.

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

*- Marcy Meyer, Frank Basile*

1. VILLAGE RECEIVES A SPECIAL USE PERMIT APPLICATION FOR A CRAFT GROWER AT EL CONSUELO RANCH. This would be for the back half of the property outside of our current buffer zone. By mutual agreement this application and the fee paid will be held in escrow until a state license is granted to the petitioner so we do not have to go through a process that is not approved by the State. Since the special use has been filed this now becomes a planning, building and zoning item.
2. VILLAGE RECEIVES AN INQUIRY TO ANNEX LAYNE WESTERN PROPERTY ON THE SOUTH SIDE OF INDIANA AVENUE EAST OF DIXIE. The inquiry was for a truck and trailer leasing business inside the yard. At most 170 trailers would be located on site but this would be rare. If we get to negotiations the most likely zoning of the property that would be requested is I-1 Limited Industrial with a special use for a truck terminal. This would trigger PZC action and hearings.
3. SESQUICENTENNIAL BOOK FIRST DRAFT NEARING COMPLETION. The book appears to be about 120 pages long and the original quote we had was for 56 pages. A revised quote came in at \$19,500 which is \$2,500 more than we have on account. The plan is to have the Village front the \$2,500 and get paid back with book sales. The plan is to sell 500 copies at \$20 each. The Village will also have to front the \$1,000 for the street dance and we will discuss all this at budget time. The laser light show is already covered in the proposed budget.

**G. OLD BUSINESS**

**H. NEW BUSINESS**

***I. ADJOURN INTO EXECUTIVE SESSION (if necessary)***

***J. ADJOURNMENT***

Reports:

1. Building Department monthly report
2. Water Department monthly report

**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  
FEBRUARY 24, 2020 -- 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 Superintendent Matt Conner and Chief Greg Smith.

**GUEST:** George Schuitema.

President Szymanski asked for consideration of the minutes of the February 20, 2020 Board meeting. Trustee Mazurek made a motion to approve the minutes as written. Trustee Basile seconded the motion.

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

**NAYS:** (0) None.

Motion Carried.

**CLERK'S REPORT** - No report.

**RECOGNITION OF AUDIENCE** - None.

**REPORT OF THE VILLAGE PRESIDENT**

The Village has hired a new labor attorney to replace Tim Guare who retired. Michael Kuczvara of Laner Muchin in Chicago will be retained on an hourly basis for labor management guidance.

A code compliance officer update was provided. President Szymanski said he felt it important to get the advertising process going so the Village is prepared once the budget is approved. The Committee did agree to advertise for the position and if it's not approved in the budget then the position won't be filled. There were no objections from the Board to advertising the position.

It was reported that Brandy Flores and Terri Kasput have resigned from the Beecher Youth Commission. They no longer have the time to put into it. There are people in the organization that will continue and Brandy and Terri indicated that they will be available to answer questions and provide information. Board members agree that Brandy and Terri were valuable members of the Youth Commission and will be missed.

The Board discussed a request from the Beecher 4<sup>th</sup> of July Commission for a 30-day line of credit not to exceed \$50,000 for opening expenses related to the festival as a standing motion. At its meeting on Thursday night, the Commission was told by its beer vendor that state regulations have changed regarding the wholesale purchase of beer for special events, requiring payment in full for product before the festival opens and being reimbursed for unused product at the end. This will require \$37,000 according to the Committee that runs the beer stand. The Commission only has \$38,000 in the bank at this time. Trustee Basile made a motion approving a request from the Beecher 4<sup>th</sup> of July Commission for a 30-day line of credit not to exceed \$50,000 for opening expenses related to the festival as a standing motion. Trustee Meyer seconded the motion.

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

NAYS: (0) None.

Motion Carried.

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

The first draft of the budget for the March 30<sup>th</sup> workshop was provided for review.

The Village participated in bidding for community solar purchasing. The bids were not favorable so the Village will remain in the NIMEC sub pool at this time.

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

An update on the park district referendum was provided. A handout was provided for review which has been shared by social media and on the website. Clerk Conner is working on getting flyer printed that will be mailed to residents.

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

A public hearing is scheduled for Thursday, February 27<sup>th</sup> at the Washington Township Center regarding fences.

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

It was reported that Officer Mazurek resigned to take a position with another police department. Staff is waiting on an opinion from the attorney before moving forward with filling the position.

**E. PUBLIC WORKS COMMITTEE**

A Wastewater Treatment Plant progress report was provided. There was \$11,200 in extra sludge that had to be removed out of the inner two rings that was not accounted for in the bid. The Village will be using the remaining \$9,200 of IEPA loan for this grit removal and HIS will bill the Village for the remainder.

A date for the ribbon cutting and open house at the Wastewater Treatment Plant was considered. Possible dates were Saturday, June 13<sup>th</sup> or June 20<sup>th</sup> from 10 a.m. to noon. Board members were okay with either date. It will be decided when date gets a little closer.

RESOLUTION #2020-03 – A Resolution adopting a complete streets policy for all Village road construction or re-construction projects. Trustee Kypuros made a motion to adopt Resolution #2020-03. Trustee Basile seconded the motion.

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

NAYS: (0) None.

Motion Carried.

RESOLUTION #2020-04 – A Resolution including the resurfacing of Gould Street from Penfield Street to Indiana Avenue as a LAPPO project in the STP for Penfield. Trustee Kypuros made a motion to adopt Resolution #2020-04. Trustee Meyer seconded the motion.

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

NAYS: (0) None.

Motion Carried.

RESOLUTION #2020-05 – A Resolution authorizing the submittal of an application to the Will County Transportation Committee for STP funds for the reconstruction of Church Road from Dixie to Cardinal Creek Boulevard. Trustee Kypuros made a motion to adopt Resolution #2020-05. Trustee Mazurek seconded the motion.

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

NAYS: (0) None.

Motion Carried.

Trustee Kypuros made a motion authorizing a public hearing for Monday, March 16<sup>th</sup> at 7:00 p.m. on the Village’s lead line replacement program. Trustee Wehling seconded the motion.

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

NAYS: (0) None.

Motion Carried.

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

It was reported that a potential craft grower of cannabis met with the Village earlier in the day. They are going for March 16<sup>th</sup> deadline for craft grow application to the State of Illinois. They are looking at property outside the Village’s buffer zone. They will still need to go through the special use application process which includes public hearing if they get a license from the State.



The following reports were provided in the packet for review:

- 1) Sewer Department for January
- 2) New STP schedule regarding Penfield Street
- 3) Public Works Department Annual Report for 2019
- 4) Report from the City of Joliet on Water Supply Alternatives (presented to Will County Governmental League on 2/13/20)
- 5) AZAVAR quarterly report to the Village

There being no further business, President Szymanski asked for a motion to adjourn the meeting at 7:21 p.m. Trustee Kraus made a motion to adjourn and Trustee Basile seconded.

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

NAYS: (0) None.

Motion Carried.

Trustee Meyer made a motion to re-open the meeting at 7:22 p.m. to discuss one more item. Trustee Mazurek seconded the motion.

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

NAYS: (0) None.

Motion Carried.

President Szymanski reported that a 15-day letter has been drafted to the Buchmeiers regarding their building at the corner of Penfield and Reed Streets. The building had bricks fall off the west side of the building again last week. The Village has attempted to get improvements made to the building to bring it up to code for over 14 years and no major work has occurred on the building to make improvements. There have been multiple attempts by the Village to get something done with this building with no results. The Board discussed pursuing possible demolition proceedings (which were discussed by previous Boards). It was one of the first brick buildings built in Beecher so it has important history but is a safety issue. Board members were asked how they would like to proceed. The building needs to be inspected to determine the overall condition. The consensus of the Board agreed that the Attorney will send a 15-day compliance letter and then determine what action to take after the 15 days.

There being no further business, President Szymanski asked for a motion to adjourn. Trustee Kypuros 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 7:31 p.m.

Respectfully submitted by:

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Janett Conner  
Village Clerk

DAVID M. AUSTGEN  
TIMOTHY R. KUIPER\*  
MICHAEL J. JASAITIS\*

RYAN A. DEUTMEYER\*  
JEFF K. WILLIAMS

*of Counsel*  
DANETTE GARZA†  
AMERICA L. MCALPIN\*  
MICHAEL L. MUENICH  
DAVID K. RANICH  
DONALD R. O'DELL  
1924-2013 Deceased



AMY S. BENJAMIN  
*Paralegal*

SHERRY L. GREEN  
*Office Administrator*

\*Licensed in IN & IL  
†Also Licensed CPA in IN

February 27, 2020

**VIA FIRST CLASS ONLY**

Michael Buchmeier  
525 Indiana PO Box 931  
Beecher, IL 60401

**RE: Beecher / Village – Building Violations at 752 Penfield Street**

Mr. Buchmeier:

Please be advised that this Law Firm, as Village Corporate Counsel, represents the Village of Beecher regarding the above-referenced matter. You have received repeated letters requiring compliance with the Village of Beecher's Ordinance and Building Code for the structure located at the above-referenced address which is unoccupied, deteriorating, and is in an extreme state of disrepair.

The following violations of the 2015 International Property Maintenance Code, as codified by Beecher Municipal Code, have been observed at the above-referenced property:

1. Section 304.1.1(7)- cornice on west side of building is in danger of falling;
2. Section 304.1.1(4)- bricks on the southwest side of the building are loose and bricks are falling off the building;
3. Sections 3.4.1.1(11) and 304.9 - Electric risers have broken loose from the building and are in danger of falling. If the electric service is still active this could cause a life safety issue. *If these service lines are active ComEd should be contacted and the service should be disconnected until the risers are repaired;*
4. Section 304.6- on the street side (North) of the building there are holes around the base of the doors that would allow animals and vermin to enter the building;
5. Section 302.7 - the small sheds to the rear of the building (South) are in a state of disrepair and should be removed or repaired.

Therefore, pursuant to 65 ILCS 5/11-31-1, this letter shall serve to notify you that the Village of Beecher requires immediate repair or demolition of the structure on the above-referenced property. You are hereby given **FIFTEEN (15) DAYS** to secure the bricks from falling on the public ways. Further, you are hereby given **NINETY (90) DAYS** from the date of this letter to make said repairs, or to demolish the structure as evidenced by an approved Village building permit.

In the event that the building bricks are not properly secured by March 13, 2020, and/or the repair or demolition is not started and completed in a timely fashion by June 8, 2020, the Village of Beecher reserves the right to seek an Order of the Circuit Court to repair, enclose the

property, or to demolish and remove the structure. Further, the Village may recover the costs incurred by the Village of the repair or demolition and removal activities, including court costs, attorney's fees, and other related costs from you as the owners of the property. Said costs may be recorded as a lien on your property, superior to all existing liens and encumbrances, except taxes. We trust the foregoing is self-explanatory, however, if you have any questions, please contact the undersigned or the Village Administrator, Robert Barber at (708) 946-2261.

**PLEASE GOVERN YOURSELF ACCORDINGLY.**

Very truly yours,

AUSTGEN KUIPER JASAITIS P.C.

By:  Timothy R. Kuiper

TRK/

cc: Village President (via email only)  
Village Administrator (via email only)

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

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

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF BEECHER AND WILL COUNTY FOR THE ENGINEERING SERVICES AND CONSTRUCTION OF A RAILROAD QUIET ZONE ON THE UNION PACIFIC RAILROAD AT THE CROSSING WITH INDIANA (CH 24) IN THE COUNTY OF WILL**

**WHEREAS**, the Corporate Authorities of the Village of Beecher, Will County, Illinois, are authorized by the “Intergovernmental Cooperation Act” (5 ILCS 220/1) to enter into contracts or otherwise associate with other public agencies in any manner not prohibited by law or ordinance; and

**WHEREAS**, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised that it is in their best interests to enter into an intergovernmental agreement with Will County (hereinafter the “participating Agencies”), which is a public agency pursuant to 5 ILCS 220/2, for the engineering and construction of a railroad quiet zone at County Highway 24 (Indiana Avenue); and

**WHEREAS**, the Corporate Authorities of the Village of Beecher, Will County, Illinois, having reviewed the Illinois Compiled Statutes, as amended from time to time, and the proposed Intergovernmental Agreement, now concur that it is advisable, necessary, and in the best interests of the residents of the Village of Beecher to authorize the President and Clerk to execute an Intergovernmental Agreement with Will County for the engineering and construction of a railroad quiet zone at County Highway 24 (Indiana Avenue) .

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

**SECTION ONE:** That the Village Board of the Village of Beecher, Will County, Illinois, does hereby approve the document entitled “**INTERGOVERNMENTAL AGREEMENT FOR THE ENGINEERING SERVICES AND CONSTRUCTION OF A RAILROAD QUIET ZONE ON THE UNION PACIFIC RAILROAD AT THE CROSSING WITH INDIANA AVENUE (CH 24) IN THE COUNTY OF WILL**” by and between the Village of Beecher and Will County, a true, correct and complete copy of which is marked as *Exhibit A*, attached hereto, and incorporated by reference as if fully set forth herein, and the Village Board does hereby further authorize the Village President and the Village Clerk to execute *Exhibit A* on behalf of the Village of Beecher and to perform any other action as may be necessary or convenient to effectuate this Ordinance.

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

**SECTION FOUR:** 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, and recording.

**PASSED and APPROVED** this \_\_\_ day of \_\_\_\_\_, 2020.

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

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

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

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

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

**ATTEST:**

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

**INTERGOVERNMENTAL AGREEMENT FOR THE ENGINEERING SERVICES  
AND CONSTRUCTION OF A  
RAILROAD QUIET ZONE ON THE UNION PACIFIC RAILROAD AT THE  
CROSSING WITH INDIANA AVENUE (CH 24) IN THE COUNTY OF WILL**

**WHEREAS**, the Village of Beecher is a municipality situated in Will County, (hereinafter referred to as "VILLAGE") under and by virtue of the Constitution and laws of the State of Illinois and has acted in the exercise of its statutory authority in the authorization and approval of this agreement; and

**WHEREAS**, the County of Will is a body corporate and politic (hereinafter referred to as the "COUNTY"); and

**WHEREAS**, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

**WHEREAS**, THE Illinois Intergovernmental Cooperation Act, (Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq.), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

**WHEREAS**, County Highway 24 (Indiana Avenue) at the crossing with the Union Pacific Railway in Will County is under the jurisdiction of the COUNTY;

**WHEREAS**, the COUNTY and VILLAGE, in order to facilitate the free flow of traffic and insure safety to the motoring public, are desirous of creating a Railroad Quiet Zone at the crossing of the Union Pacific Railroad with County Highway 24 (Indiana Avenue) with required signage, and delineators (hereinafter referred to as "IMPROVEMENTS"),

**NOW THEREFORE**, in consideration of the mutual promises, obligations and undertakings set forth herein, the COUNTY and VILLAGE (hereinafter collectively referred to as "PARTIES") AGREE AS FOLLOWS:

1. All parties agree that the IMPROVEMENT shall be constructed by the VILLAGE under permit with the COUNTY in accordance with Federal Railroad Administration requirements, and approved by the COUNTY.
2. All parties agree that the VILLAGE shall have full jurisdiction of the IMPROVEMENTS and the quiet zone system upon completion of the project until such time as further improvements (additional thru lanes) are made and a new agreement executed. This jurisdiction shall include the responsibility for the repair of damage to any portion of the

IMPROVEMENTS, routine maintenance, and any other responsibility associated with the IMPROVEMENTS.

3. The COUNTY shall retain jurisdiction of Indiana Avenue including jurisdiction over the area of the crossing.
4. The VILLAGE agrees to indemnify and hold harmless the COUNTY from any liability, action, claim judgment or award arising from the construction, maintenance, or use of the IMPROVEMENTS, with the exception of liability, action, claim, judgment or award resulting from the negligent or willful act or omission of the COUNTY.
5. If the State of Illinois, the Federal Railroad Administration and/or any other regulating agency adopts any amendment, addition, deletion or other change to their governing standards and/or regulations then the VILLAGE shall make the necessary alterations to the IMPROVEMENTS to bring them into conformance with current standards for Quiet Zones.
6. This document shall be the final embodiment of the Agreement by and between the COUNTY and VILLAGE. No oral changes or modifications for this Agreement shall be permitted or allowed. Changes or modification to this Agreement shall be made only in writing and upon the necessary and proper signature of the COUNTY and the VILLAGE.
7. In the event that a court of competent jurisdiction shall hold any provisions of this Agreement invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision hereto.
8. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
9. Venue for this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois.

10. Any notices under this Agreement shall be sent as follows:

If to the County:

Will County Engineer  
Will County Department of Highways  
16841 West Laraway Road

Joliet, IL 60433

Will County State's Attorney  
Attn: Civil Division

57 N. Ottawa Street, 5th Floor  
Joliet, Illinois 60432

If to the VILLAGE:

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

The PARTIES agree that each shall be responsible to notify the other of any changes in notification procedures.

11. This AGREEMENT may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one instrument.

Dated at Joliet, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
Will County Clerk

\_\_\_\_\_  
Will County Executive

(Seal)

Dated at Beecher, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

By \_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Village President

(Seal)

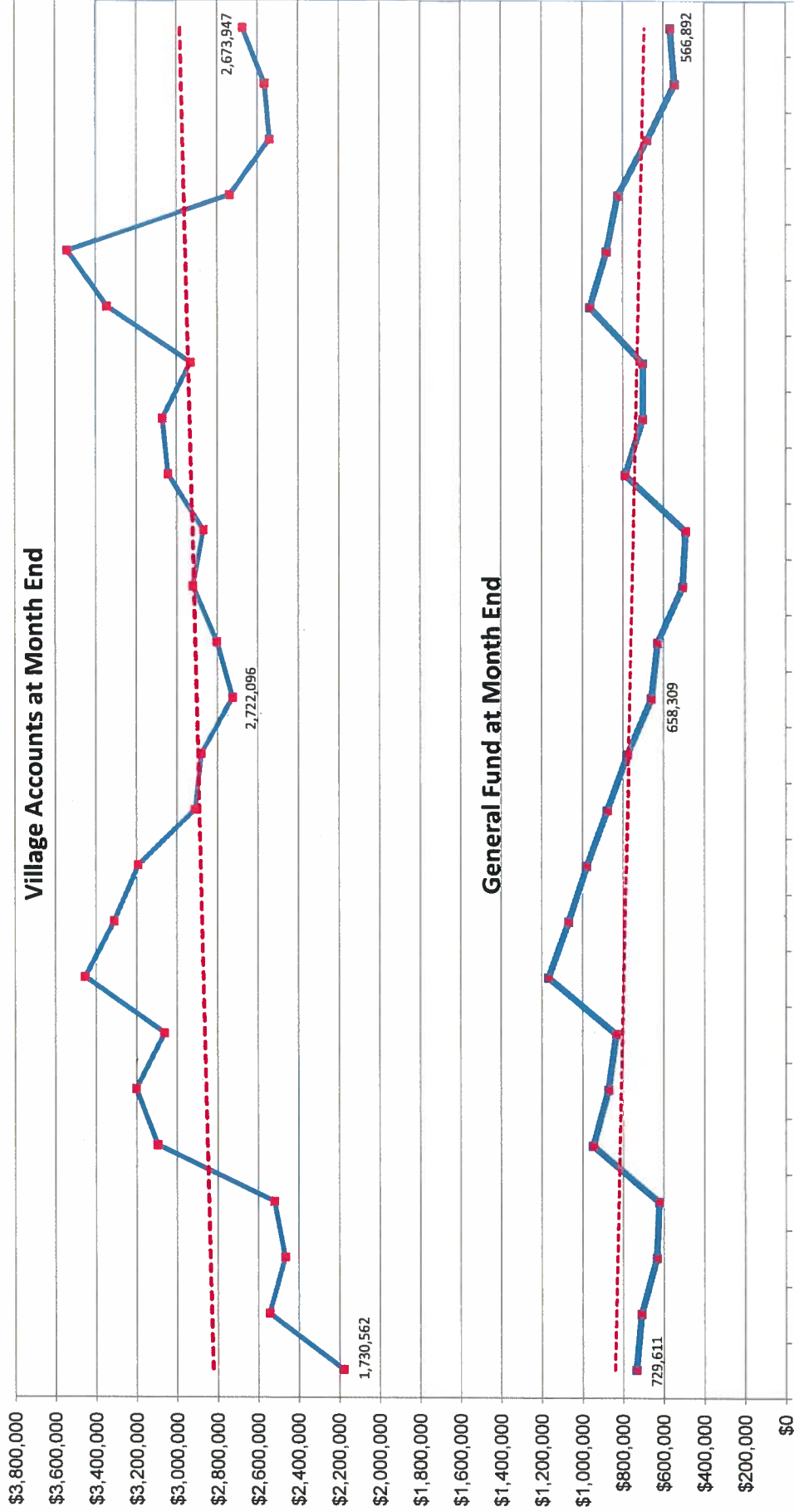


**VILLAGE OF BEECHER  
ACCOUNT BALANCES**

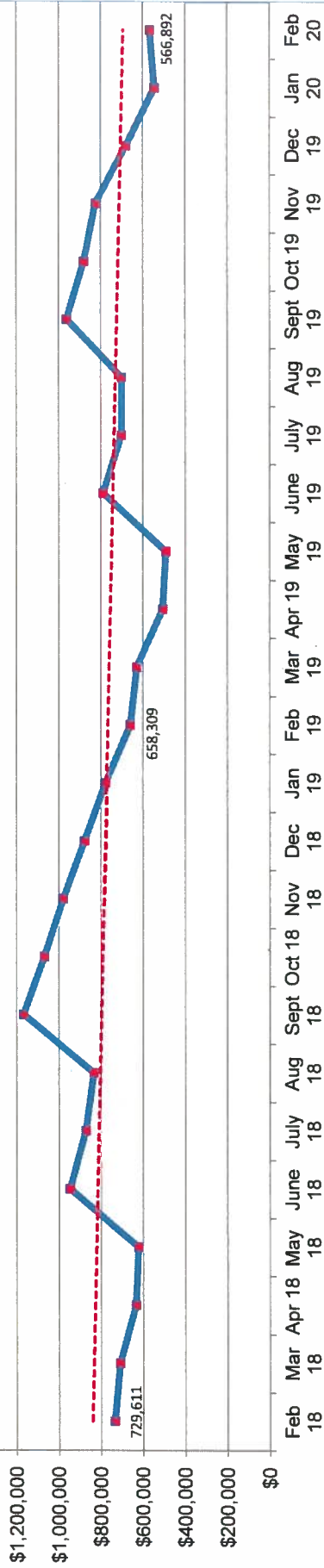
<u>Account</u>	<u>Number</u>	<u>01/31/2019</u>	<u>02/28/2019</u>	<u>01/31/2020</u>	<u>02/29/2020</u>	<u>Change</u>
MFT	Ck. 9016	\$ 119,649.45	\$ 115,432.02	\$ 157,049.89	\$ 158,452.62	\$ 1,402.73
Refuse	Ck. 59692	\$ 66,577.93	\$ 61,535.80	\$ 82,326.04	\$ 64,704.28	\$ (17,621.76)
Joint Fuel	Ck. 70041	\$ 32,483.52	\$ 33,841.73	\$ 32,306.92	\$ 32,497.06	\$ 190.14
W/S Debt	Ck. 107689	\$ 889,418.02	\$ 923,822.95	\$ 755,386.98	\$ 787,400.76	\$ 32,013.78
O&M	Ck. 9210	\$ 307,821.35	\$ 270,621.23	\$ 285,534.58	\$ 223,990.05	\$ (61,544.53)
W/S Main Replace	Ck. 162043	\$ 253,301.60	\$ 216,250.25	\$ 129,796.87	\$ 94,531.96	\$ (35,264.91)
W/S Capital	Ck. 7609	\$ 66,406.06	\$ 66,132.16	\$ 154,629.17	\$ 127,296.16	\$ (27,333.01)
Central	Ck. 62618	\$ 10,908.83	\$ 10,946.09	\$ 5,187.62	\$ 5,248.51	\$ 60.89
Infrastructure	Ck. 140074	\$ 326,927.94	\$ 337,706.23	\$ 357,033.26	\$ 369,681.11	\$ 12,647.85
General Ck.	Ck. 9008	\$ 776,120.99	\$ 658,309.04	\$ 545,462.68	\$ 566,892.38	\$ 21,429.70
Bond Redemption	Ck. 150649	\$ 5,654.95	\$ 5,659.11	\$ 1,316.85	\$ 1,318.52	\$ 1.67
CapEquipSinkFund	Ck. 164186	\$ 21,823.52	\$ 21,839.59	\$ 58,349.15	\$ 58,423.01	\$ 73.86
All Village Accounts		\$ 2,877,094.16	\$ 2,722,096.20	\$ 2,564,380.01	\$ 2,490,436.42	\$ (73,943.59)
<b>Commission &amp; Spec Accts</b>	<b>Number</b>	<b>01/31/2019</b>	<b>02/28/2019</b>	<b>01/31/2020</b>	<b>02/29/2020</b>	
4th July	Ck. 102989	\$ 36,717.94	\$ 36,379.77	\$ 38,299.81	\$ 37,698.15	\$ (601.66)
Builders Escrow	Ck. 130567	\$ 23,232.36	\$ 24,750.06	\$ 19,493.73	\$ 20,268.40	\$ 774.67
Beautification	Ck. 130834	\$ 607.82	\$ 608.27	\$ 632.15	\$ 632.95	\$ 0.80
Asset Forfeiture PD	Ck. 179752	\$ 2,105.71	\$ 2,107.26	\$ 2,144.61	\$ 2,147.32	\$ 2.71
Youth Commission	Ck. 135895	\$ 16,964.94	\$ 13,715.78	\$ 16,155.20	\$ 13,686.51	\$ (2,468.69)
Ehlers Fund	Ck. 179744	\$ 11,380.96	\$ 10,151.46	\$ 10,290.96	\$ 10,303.99	\$ 13.03
Nantucket Escrow	Ck. 153303	\$ 49,029.94	\$ 49,066.05	\$ 44,526.68	\$ 44,583.04	\$ 56.36
Newsletter	Ck. 153745	\$ 1,730.70	\$ 1,732.89	\$ 1,072.48	\$ 1,073.84	\$ 1.36
Escrow 170 Ind.	Ck. 165891	\$ 35,008.56	\$ 35,034.34	\$ 35,655.32	\$ 35,700.45	\$ 45.13
Ribbon of Hope	Ck. 9900058259	\$ 285.85	\$ 285.85	\$ 415.85	\$ 415.85	\$ -
Sesquicentennial	Ck. 153745	\$ -	\$ 1,750.00	\$ 17,000.00	\$ 17,000.00	\$ -
Commission & Spec Accts		\$ 177,064.78	\$ 175,581.73	\$ 185,686.79	\$ 183,510.50	\$ (2,176.29)
<b>All Total</b>		\$ 3,054,158.94	\$ 2,897,677.93	\$ 2,750,066.80	\$ 2,673,946.92	\$ (76,119.88)

First Community Checking Interest February 2020 - 1.6502% Total Interest for February = \$3,696.35 Fiscal YTD Interest = \$47,740.14

### Village Accounts at Month End



### General Fund at Month End



\$0

**Commission Bills / Non AP Payments**  
**02/01/20 - 02/29/20**

Date	Account	Num	Description	Memo	Amount
02/03/2020	4th July,ck102989	3482	Beecher Chamber Of Comm	membership dues 2020	(150.00)
02/24/2020	4th July,ck102989	3483	Harold Topliff	Sound deposit 2020	(500.00)
	<b>4th July,ck102989 Total</b>				<b>(650.00)</b>
02/03/2020	Central_ck62618	ACH	IPBC	Health Ins auto debit 02/2020	(30,391.54)
02/05/2020	Central_ck62618	ACH	Net Pay	Net Pay payroll 02/05/20	(39,353.98)
02/19/2020	Central_ck62618	ACH	Net Pay	Net Pay payroll 02/19/20	(41,456.68)
	<b>Central_ck62618 Total</b>				<b>(111,202.20)</b>
02/07/2020	General,ck9008	ACH	Fed Payroll Taxes	Fed w/h, ss, med payroll 02/05/20	(14,758.83)
02/07/2020	General,ck9008	ACH	State Of Illinois	IL w/h tax payroll 02/05/20	(2,617.11)
02/10/2020	General,ck9008	24161	Operating Engineers Local 399	PW & Clerical Union Dues	(139.75)
02/18/2020	General,ck9008	24162	AFLAC	Aflac suplimental ins	(260.54)
02/19/2020	General,ck9008	24163	NCPERS Group Life Ins.	supp. life ins., 4725032020	(32.00)
02/19/2020	General,ck9008	24164	Icma	302933 deferred comp.deducts	(600.00)
02/19/2020	General,ck9008	ACH	VSP Of Illinois	vision ins	(394.38)
02/20/2020	General,ck9008	24165	Teamsters Union Local # 700	p.d. union dues	(443.48)
02/21/2020	General,ck9008	ACH	Fed Payroll Taxes	Fed w/h, ss, med payroll 02/19/20	(15,289.42)
02/21/2020	General,ck9008	ACH	State Of Illinois	IL w/h tax payroll 02/19/20	(2,697.52)
	<b>General,ck9008 Total</b>				<b>(37,233.03)</b>
02/03/2020	Joint Fuel,ck70041	1427	Heritage FS	Inv. 3649, 3650 & 3662	(2,650.18)
02/05/2020	Joint Fuel,ck70041	1428	Washington Township	Monthly internet and electric	(100.00)
02/05/2020	Joint Fuel,ck70041	1429	Heritage FS	Inv. 3674 & 3675	(1,264.87)
02/05/2020	Joint Fuel,ck70041	TXFR	Village Of Beecher	Administrative duties	(300.00)
02/13/2020	Joint Fuel,ck70041	1430	Heritage FS	Inv. 3720 & 3735	(3,619.14)
02/18/2020	Joint Fuel,ck70041	1431	Heritage FS	Inv. 3772 & 3786	(3,294.93)
02/20/2020	Joint Fuel,ck70041	1432	Heritage FS	Inv. 3811	(2,033.43)
	<b>Joint Fuel,ck70041 Total</b>				<b>(13,262.55)</b>
02/05/2020	O & M,ck9210	8257	John Hernandez	Pay Per WWTP Contract - 02/05/20	(1,423.08)
02/10/2020	O & M,ck9210	8258	Operating Engineers Local 399	PW & Clerical Union Dues	(398.75)
02/13/2020	O & M,ck9210	ACH	Credit Card Charges	fees for Jan Credit Card payments	(5.57)
02/19/2020	O & M,ck9210	8259	John Hernandez	Pay Per WWTP Contract - 02/19/20	(1,423.08)
02/19/2020	O & M,ck9210	8260	Icma	302933 deferred comp.deducts	(1,216.65)
	<b>O &amp; M,ck9210 Total</b>				<b>(4,467.13)</b>
02/05/2020	Refuse,ck59692	797	Star / A&J Disposal	pick up,#11-28728	(27,331.15)
	<b>Refuse,ck59692 Total</b>				<b>(27,331.15)</b>
02/13/2020	W-S Capital,ck7609	322	IHC Construction Companies, LLC	WWTP Disbursement 13	(479,500.30)
02/13/2020	W-S Capital,ck7609	323	Baxter & Woodman	WWTP Inv. 0210447 & 0211080	(39,516.63)
	<b>W-S Capital,ck7609 Total</b>				<b>(519,016.93)</b>
02/03/2020	Youth Comm.,ck135895	1426	Emanuel Gonzalez	reimbursement for daddy/daughter dance	(342.53)
02/03/2020	Youth Comm.,ck135895	1427	Chase Card Services	coolers & stanchions	(438.48)
02/12/2020	Youth Comm.,ck135895	1428	Sarah Murphy	reimburse balloons	(354.80)
02/20/2020	Youth Comm.,ck135895	1429	Eddy Gee Entertainment	DJ & Photo Booth - dad/daughter dance	(600.00)
02/20/2020	Youth Comm.,ck135895	1430	Tom Mondello	Aurellios Pizza - dad/daughter dance	(630.00)
02/24/2020	Youth Comm.,ck135895	1431	Kim Wojciechowski	reimbursement	(122.68)
	<b>Youth Comm.,ck135895 Total</b>				<b>(2,488.49)</b>
	<b>Grand Total</b>				<b>(715,651.48)</b>

# VILLAGE OF BEECHER (BEEFND)

## Budget Revenue & Expense Report

Current: 01/01/2020 to 01/31/2020

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YTD 05/01/2019 to 01/31/2020

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01 - GENERAL ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>Operating Revenue</b>				
01-00-311 REAL ESTATE TAX	0.00	954,391.30	952,897.00	(1,494.30)
01-00-321 LIQUOR LICENSES	0.00	5,725.00	13,350.00	7,625.00
01-00-323 BUSINESS LICENSES	0.00	1,000.00	3,200.00	2,200.00
01-00-324 ANIMAL LICENSES	1,480.00	5,320.00	8,960.00	3,640.00
01-00-325 CONTRACTOR'S LICENSES	500.00	8,850.00	18,700.00	10,050.00
01-00-326 AMUSEMENT DEVICE LICENSES	0.00	1,950.00	1,850.00	(100.00)
01-00-327 VIDEO GAMING TAX	6,132.31	54,658.61	71,855.00	17,196.39
01-00-331 BUILDING PERMITS	2,036.87	21,862.04	38,404.00	16,541.96
01-00-332 RE-INSPECTION FEES	0.00	0.00	100.00	100.00
01-00-333 PARK IMPACT FEES	0.00	2,225.00	0.00	(2,225.00)
01-00-341 STATE INCOME TAX	39,890.87	355,902.17	439,170.00	83,267.83
01-00-343 REPLACEMENT TAX	907.14	6,755.21	4,700.00	(2,055.21)
01-00-345 SALES TAX	38,472.36	360,148.92	476,221.00	116,072.08
01-00-347 STATE USE TAX	14,007.66	106,811.73	138,180.00	31,368.27
01-00-352 IPRF GRANT - PPE FOR PW	0.00	0.00	0.00	0.00
01-00-353 E 9-1-1 GRANT	0.00	0.00	1,500.00	1,500.00
01-00-354 DCEO GRANT - BALLFIELD LIGHTS	0.00	0.00	0.00	0.00
01-00-355 GRANTS	0.00	0.00	0.00	0.00
01-00-356 IPRF SAFETY GRANT	0.00	5,403.00	5,403.00	0.00
01-00-359 INTERGOVERNMENTAL REVENUES	4,504.43	43,269.38	69,614.00	26,344.62
01-00-361 COURT FINES	0.00	30,046.13	43,952.00	13,905.87
01-00-362 LOCAL ORDINANCE FINES	0.00	5,975.00	7,000.00	1,025.00
01-00-363 TOWING FEES	0.00	10,000.00	20,000.00	10,000.00
01-00-381 INTEREST INCOME	886.93	10,996.98	3,440.00	(7,556.98)
01-00-382 TELECOMM/EXCISE TAX	5,907.61	53,831.41	80,000.00	26,168.59
01-00-383 FRANCHISE FEES - CATV	1,063.09	55,012.95	72,832.00	17,819.05
01-00-384 REIMBURSEMENTS - ENGINEERING	0.00	2,800.00	9,000.00	6,200.00
01-00-386 MOSQUITO ABATEMENT FEES	2,967.87	17,039.32	20,382.00	3,342.68
01-00-387 FINGERPRINT FEES	0.00	1,205.00	600.00	(605.00)
01-00-389 MISCELLANEOUS INCOME	0.00	7,380.03	16,601.00	9,220.97
01-00-392 FIXED ASSET SALES	0.00	0.00	500.00	500.00
01-00-393 INTERFUND OPERATING TRANS	0.00	76,031.00	214,626.00	138,595.00
01-00-396 RESERVE CASH	0.00	0.00	63,100.00	63,100.00
01-00-397 ENCUMBERANCES	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$118,757.14</b>	<b>\$2,204,390.18</b>	<b>\$2,796,137.00</b>	<b>\$591,746.82</b>
<b>Total Revenue</b>	<b>\$118,757.14</b>	<b>\$2,204,390.18</b>	<b>\$2,796,137.00</b>	<b>\$591,746.82</b>
<b>Operating Expense</b>				
01-01-441 ELECTED OFFICIALS SALARIES	0.00	11,450.00	22,900.00	11,450.00
01-01-442 APPT OFFICIALS SALARIES	0.00	0.00	17,500.00	17,500.00
01-01-461 SOCIAL SECURITY	0.00	875.92	2,700.00	1,824.08
01-01-552 TELEPHONE	0.00	560.00	560.00	0.00
01-01-561 DUES AND PUBLICATIONS	2,526.00	7,895.49	8,205.00	309.51
01-01-565 CONFERENCES	911.25	7,120.77	8,000.00	879.23
01-01-566 MEETING EXPENSES	0.00	111.48	250.00	138.52
01-02-441 APPOINTED OFFICIALS SALARIES	0.00	0.00	1,440.00	1,440.00
01-02-442 FICA	0.00	0.00	110.00	110.00
01-02-533 ENGINEERING SERVICES	585.00	6,533.00	9,000.00	2,467.00
01-02-535 PLANNING SERVICES	0.00	0.00	0.00	0.00
01-02-561 DUES AND PUBLICATIONS	0.00	167.02	175.00	7.98
01-02-566 MEETING EXPENSES	0.00	0.00	0.00	0.00
01-03-421 SALARIES FULL-TIME	12,475.40	121,016.30	161,517.00	40,500.70
01-03-451 HEALTH INSURANCE	2,907.59	24,783.49	33,017.00	8,233.51

# VILLAGE OF BEECHER (BEEFND)

## Budget Revenue & Expense Report

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01 - GENERAL ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
01-03-461 SOCIAL SECURITY	954.37	9,257.75	12,357.00	3,099.25
01-03-462 IMRF	2,246.20	10,407.61	12,292.00	1,884.39
01-03-532 AUDITING SERVICES	0.00	12,800.00	11,000.00	(1,800.00)
01-03-534 LEGAL SERVICES	8,593.93	22,525.60	12,085.00	(10,440.60)
01-03-536 DATA PROCESSING SERVICES	430.00	3,850.28	6,000.00	2,149.72
01-03-539 CODIFICATION	0.00	500.00	1,500.00	1,000.00
01-03-551 POSTAGE	0.00	1,377.98	1,950.00	572.02
01-03-552 TELEPHONE	0.00	5,183.88	7,120.00	1,936.12
01-03-555 COPYING AND PRINTING	0.00	2,799.95	5,150.00	2,350.05
01-03-558 LEGAL NOTICES	0.00	2,574.00	3,480.00	906.00
01-03-561 DUES AND PUBLICATIONS	0.00	135.00	1,225.00	1,090.00
01-03-566 MEETING EXPENSES	0.00	0.00	250.00	250.00
01-03-567 PROFESSIONAL DEVELOPMENT	0.00	4,000.00	4,000.00	0.00
01-03-595 OTHER CONTRACTUAL SERV	146.25	236.25	600.00	363.75
01-03-651 OFFICE SUPPLIES	0.00	1,034.19	1,650.00	615.81
01-03-830 NEW EQUIPMENT	0.00	0.00	0.00	0.00
01-04-422 PART-TIME SALARIES	0.00	0.00	0.00	0.00
01-04-461 SOCIAL SECURITY	0.00	0.00	0.00	0.00
01-04-595 OTHER CONTRACTUAL SERVICES	1,897.15	26,978.77	31,604.00	4,625.23
01-05-421 APPOINTED OFFICIALS SALARIES	460.00	4,370.00	5,980.00	1,610.00
01-05-461 FICA	35.19	334.56	458.00	123.44
01-05-462 IMRF	0.00	0.00	0.00	0.00
01-05-512 MAINT SERVICE - EQUIP.	0.00	1,087.64	4,890.00	3,802.36
01-05-513 MAINT SERVICE - VEHICLES	0.00	2,338.26	2,500.00	161.74
01-05-563 TRAINING (ESDA)	0.00	0.00	900.00	900.00
01-05-566 MEETING EXPENSES	0.00	0.00	500.00	500.00
01-05-595 OTHER PROFESSIONAL SERVICES	0.00	0.00	2,500.00	2,500.00
01-05-652 FIELD SUPPLIES	0.00	1,111.12	1,500.00	388.88
01-05-669 SUPPLIES - OTHER	0.00	0.00	1,500.00	1,500.00
01-06-421 SALARIES FULL-TIME	52,039.58	470,257.50	696,949.00	226,691.50
01-06-422 SALARIES PART-TIME	14,279.44	126,180.04	95,360.00	(30,820.04)
01-06-423 OVERTIME	7,869.19	87,028.40	96,336.00	9,307.60
01-06-451 HEALTH INSURANCE	11,605.71	101,378.73	158,552.00	57,173.27
01-06-461 SOCIAL SECURITY	5,670.57	51,623.55	68,277.00	16,653.45
01-06-462 IMRF	10,503.35	51,187.75	65,488.00	14,300.25
01-06-471 UNIFORM ALLOWANCE	581.96	7,475.76	12,700.00	5,224.24
01-06-513 MAINT. SERVICE - VEHICLES	636.93	7,773.06	13,145.00	5,371.94
01-06-521 MAINT. SERVICE - EQUIP	1,758.00	10,284.61	16,230.00	5,945.39
01-06-534 LEGAL SERVICES	1,050.00	13,289.04	17,800.00	4,510.96
01-06-536 DATA PROCESSING SERVICES	797.59	4,405.53	5,000.00	594.47
01-06-549 OTHER PROFESSIONAL SERVICES	0.00	7,519.30	6,700.00	(819.30)
01-06-551 POSTAGE	0.00	127.77	950.00	822.23
01-06-552 TELEPHONE	0.00	4,848.34	7,928.00	3,079.66
01-06-555 COPYING AND PRINTING	0.00	479.03	2,400.00	1,920.97
01-06-556 DISPATCHING SERVICES	0.00	74,760.15	109,177.00	34,416.85
01-06-561 DUES AND PUBLICATIONS	100.00	5,668.10	9,040.00	3,371.90
01-06-563 TRAINING	1,000.00	7,767.99	11,890.00	4,122.01
01-06-566 MEETING EXPENSES	0.00	287.46	1,010.00	722.54
01-06-567 PROFESSIONAL DEVELOPMENT	378.00	510.93	3,000.00	2,489.07
01-06-613 MAINT. SUPPLIES - VEHICLES	38.39	133.39	3,520.00	3,386.61
01-06-651 OFFICE SUPPLIES	139.81	1,516.26	2,400.00	883.74
01-06-652 FIELD SUPPLIES	196.64	7,973.79	16,000.00	8,026.21
01-06-656 UNLEADED FUEL	2,270.73	21,468.82	26,650.00	5,181.18
01-06-830 NEW EQUIPMENT	0.00	0.00	0.00	0.00
01-06-840 NEW VEHICLE	2,577.24	35,357.03	43,000.00	7,642.97
01-06-929 MISC EXPENSES	0.00	0.00	100.00	100.00

# VILLAGE OF BEECHER (BEEFND)

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01 - GENERAL ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
01-07-538 MOSQUITO ABATEMENT SERV	0.00	180.00	8,800.00	8,620.00
01-07-595 OTHER CONTRACTUAL SERV	0.00	1,830.00	1,900.00	70.00
01-08-421 SALARIES FULL-TIME	5,104.01	46,286.20	71,881.00	25,594.80
01-08-422 SALARIES PART-TIME	0.00	0.00	0.00	0.00
01-08-423 OVERTIME	358.92	3,863.16	8,263.00	4,399.84
01-08-451 HEALTH INSURANCE	1,424.04	14,882.07	16,266.00	1,383.93
01-08-461 SOCIAL SECURITY	417.91	3,836.42	6,131.00	2,294.58
01-08-462 IMRF	915.16	4,686.59	6,099.00	1,412.41
01-08-471 UNIFORM ALLOWANCE	0.00	0.00	0.00	0.00
01-08-512 MAINT. SERVICE - EQUIPMENT	692.19	2,300.00	2,300.00	0.00
01-08-513 MAINT. SERVICE - VEHICLES	800.09	13,610.70	14,136.00	525.30
01-08-514 MAINT. SERVICE - STREET	0.00	37,627.36	39,100.00	1,472.64
01-08-516 MAINT. SERVICE - STREET LIGHT	0.00	0.00	180.00	180.00
01-08-533 ENGINEERING	0.00	1,512.00	2,900.00	1,388.00
01-08-572 STREET LIGHTING	480.01	71,299.39	122,986.00	51,686.61
01-08-576 RENTALS	735.06	7,794.96	10,513.00	2,718.04
01-08-612 MAINT. SUPPLIES EQUIPMENT	1,885.32	2,800.00	2,800.00	0.00
01-08-613 MAINT. SUPPLIES - VEHICLES	900.78	3,500.00	3,500.00	0.00
01-08-614 MAINT. SUPPLIES - STREET	0.00	24,783.67	30,224.00	5,440.33
01-08-653 SMALL TOOLS	0.00	500.00	500.00	0.00
01-08-656 UNLEADED FUEL	1,274.33	20,364.42	21,588.00	1,223.58
01-08-830 CAPITAL OUTLAY- EQUIP.	0.00	5,527.08	5,403.00	(124.08)
01-09-511 MAINT. SERVICE - BUILDING	762.22	6,915.54	10,800.00	3,884.46
01-09-611 MAINT. SUPPLIES - BUILDING	0.00	343.96	990.00	646.04
01-09-654 JANITORIAL SUPPLIES	53.71	154.50	1,000.00	845.50
01-09-820 BUILDING	0.00	13,579.73	13,800.00	220.27
01-09-821 DEPOT RENT	0.00	2,145.55	2,149.00	3.45
01-10-820 CAPITAL OUTLAY - BUILDING	0.00	63,100.00	63,100.00	0.00
01-10-860 CAPITAL OUTLAY-INFRASTRUCT.	865.00	10,606.15	100,000.00	89,393.85
01-11-451 HEALTH INSURANCE	1,713.52	16,352.03	18,947.00	2,594.97
01-11-453 UNEMPLOYMENT INSURANCE	480.05	3,210.30	6,318.00	3,107.70
01-11-592 COMPREHENSIVE INSURANCE	0.00	58,678.00	58,678.00	0.00
01-11-595 OTHER CONTRACTUAL SERV	201.60	680.40	624.00	(56.40)
01-11-730 FISCAL AGENT FEES	0.00	0.00	350.00	350.00
01-11-914 SALES TAX REIMBURSEMENTS	0.00	92,035.58	127,555.00	35,519.42
01-11-915 PROPERTY TAX REIMB	0.00	4,019.75	4,495.00	475.25
01-11-951 CAPITAL RESERVE CONTRIB.	0.00	0.00	0.00	0.00
01-11-953 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
01-11-954 INTERFUND TRANS- GO BOND ACCT	0.00	85,022.83	85,090.00	67.17
01-11-955 INTERFUND TRANS-CAP EQUIP	0.00	13,654.00	13,654.00	0.00
01-11-956 INTERFUND TRANS-PARK	0.00	0.00	0.00	0.00
01-13-422 SALARIES PART-TIME	0.00	4,192.50	6,504.00	2,311.50
01-13-461 SOCIAL SECURITY	0.00	320.72	496.00	175.28
01-13-515 MAINT SERVICE - PARKS	0.00	4,282.20	9,400.00	5,117.80
01-13-571 ELECTRIC POWER	0.00	1,073.78	2,250.00	1,176.22
01-13-595 CONTRACTUAL SERVICES	0.00	1,296.80	2,800.00	1,503.20
01-13-614 MAINT SUPPLIES - PARKS	0.00	2,380.36	3,700.00	1,319.64
<b>Total Operating Expense</b>	<b>\$166,725.38</b>	<b>\$2,043,947.34</b>	<b>\$2,796,137.00</b>	<b>\$752,189.66</b>
<b>Total Expense</b>	<b>\$166,725.38</b>	<b>\$2,043,947.34</b>	<b>\$2,796,137.00</b>	<b>\$752,189.66</b>
<b>Excess Revenue Over Expenses</b>	<b>(\$47,968.24)</b>	<b>\$160,442.84</b>	<b>\$0.00</b>	

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>11 - CAPITAL EQUIPMENT SINKING FUND</b>				
<b>Operating Revenue</b>				
11-00-381 INTEREST INCOME	81.65	743.65	100.00	(643.65)
11-00-392 PROCEEDS - FIXED ASSET SALES	0.00	0.00	7,500.00	7,500.00
11-00-393 INTERFUND TRANSFERS	0.00	92,189.00	92,069.00	(120.00)
11-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
11-00-397 ENCUMBERANCES	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$81.65</b>	<b>\$92,932.65</b>	<b>\$99,669.00</b>	<b>\$6,736.35</b>
<b>Total Revenue</b>	<b>\$81.65</b>	<b>\$92,932.65</b>	<b>\$99,669.00</b>	<b>\$6,736.35</b>
<b>Operating Expense</b>				
11-11-830 CAPITAL OUTLAY - EQUIPMENT	0.00	56,533.36	59,500.00	2,966.64
11-11-961 CAPITAL RESERVE CONTRIBUTION	0.00	0.00	40,169.00	40,169.00
<b>Total Operating Expense</b>	<b>\$0.00</b>	<b>\$56,533.36</b>	<b>\$99,669.00</b>	<b>\$43,135.64</b>
<b>Total Expense</b>	<b>\$0.00</b>	<b>\$56,533.36</b>	<b>\$99,669.00</b>	<b>\$43,135.64</b>
<b>Excess Revenue Over Expenses</b>	<b>\$81.65</b>	<b>\$36,399.29</b>	<b>\$0.00</b>	

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>12 - REFUSE ACCOUNT</b>				
<b>Operating Revenue</b>				
12-00-377 REFUSE CHARGES	49,840.99	285,307.21	350,619.00	65,311.79
12-00-389 MISCELLANEOUS INCOME	9.60	3,831.85	8,000.00	4,168.15
12-00-396 RESERVE CASH	0.00	0.00	2,882.00	2,882.00
<b>Total Operating Revenue</b>	<b>\$49,850.59</b>	<b>\$289,139.06</b>	<b>\$361,501.00</b>	<b>\$72,361.94</b>
<b>Total Revenue</b>	<b>\$49,850.59</b>	<b>\$289,139.06</b>	<b>\$361,501.00</b>	<b>\$72,361.94</b>
<b>Operating Expense</b>				
12-07-573 REFUSE DISPOSAL	27,331.15	243,111.95	327,565.00	84,453.05
12-07-578 YARD WASTE BAGS	0.00	5,403.00	8,000.00	2,597.00
12-07-953 INTERFUND OPERAT TRANS	0.00	25,936.00	25,936.00	0.00
<b>Total Operating Expense</b>	<b>\$27,331.15</b>	<b>\$274,450.95</b>	<b>\$361,501.00</b>	<b>\$87,050.05</b>
<b>Total Expense</b>	<b>\$27,331.15</b>	<b>\$274,450.95</b>	<b>\$361,501.00</b>	<b>\$87,050.05</b>
<b>Excess Revenue Over Expenses</b>	<b>\$22,519.44</b>	<b>\$14,688.11</b>	<b>\$0.00</b>	



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14 - MFT ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>Operating Revenue</b>				
14-00-344 MOTOR FUEL TAX	(12,433.50)	85,148.77	110,065.00	24,916.23
14-00-345 MFT - NEW COLLECTIONS (2019)	31,568.12	31,568.12	0.00	(31,568.12)
14-00-381 INTEREST	217.67	1,617.72	100.00	(1,517.72)
14-00-384 SAFE ROUTES TO SCHOOL GRANT	0.00	0.00	0.00	0.00
14-00-385 FEDERAL STP - PENFIELD REIMB	0.00	0.00	0.00	0.00
14-00-389 MISC INCOME -SPECAL MFT PMT	0.00	0.00	0.00	0.00
14-00-396 MFT RESERVE CASH	0.00	0.00	58,148.00	58,148.00
14-00-397 ENCUMBRANCES	0.00	0.00	35,244.00	35,244.00
<b>Total Operating Revenue</b>	<b>\$19,352.29</b>	<b>\$118,334.61</b>	<b>\$203,557.00</b>	<b>\$85,222.39</b>
<b>Total Revenue</b>	<b>\$19,352.29</b>	<b>\$118,334.61</b>	<b>\$203,557.00</b>	<b>\$85,222.39</b>
<b>Operating Expense</b>				
14-08-533 ENGINEERING	3,226.00	4,476.00	33,350.00	28,874.00
14-08-614 MAINT. SUPPLIES - STREET	9,132.92	39,432.28	82,463.00	43,030.72
14-10-711 DEBT SERVICE - 2006 INSTALL	0.00	0.00	0.00	0.00
14-10-860 CAPITAL OUTLAY-INFRASTRUCTURE	0.00	0.00	35,244.00	35,244.00
14-10-861 CAPITAL PROJECTS	0.00	32,527.44	52,500.00	19,972.56
14-10-951 RESERVE CONTRIBUTION	0.00	0.00	0.00	0.00
<b>Total Operating Expense</b>	<b>\$12,358.92</b>	<b>\$76,435.72</b>	<b>\$203,557.00</b>	<b>\$127,121.28</b>
<b>Total Expense</b>	<b>\$12,358.92</b>	<b>\$76,435.72</b>	<b>\$203,557.00</b>	<b>\$127,121.28</b>
<b>Excess Revenue Over Expenses</b>	<b>\$6,993.37</b>	<b>\$41,898.89</b>	<b>\$0.00</b>	

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<b>16 - JOINT FUEL ACCOUNT</b>				
<b>Operating Revenue</b>				
16-00-358 FUEL FUND REIMBURSEMENTS	14,236.30	140,436.14	224,800.00	84,363.86
16-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$14,236.30</b>	<b>\$140,436.14</b>	<b>\$224,800.00</b>	<b>\$84,363.86</b>
<b>Total Revenue</b>	<b>\$14,236.30</b>	<b>\$140,436.14</b>	<b>\$224,800.00</b>	<b>\$84,363.86</b>
<b>Operating Expense</b>				
16-12-577 FUEL PAYMENTS	12,813.09	141,451.61	224,800.00	83,348.39
16-12-820 CAPITAL OUTLAY-EQUIP	0.00	0.00	0.00	0.00
<b>Total Operating Expense</b>	<b>\$12,813.09</b>	<b>\$141,451.61</b>	<b>\$224,800.00</b>	<b>\$83,348.39</b>
<b>Total Expense</b>	<b>\$12,813.09</b>	<b>\$141,451.61</b>	<b>\$224,800.00</b>	<b>\$83,348.39</b>
<b>Excess Revenue Over Expenses</b>	<b>\$1,423.21</b>	<b>(\$1,015.47)</b>	<b>\$0.00</b>	

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>18 - G.O. BOND REDEMPTION FUND</b>				
<b>Operating Revenue</b>				
18-00-381 INTEREST INCOME	1.84	138.81	0.00	(138.81)
18-00-393 INTERFUND OPERATING TRANS	0.00	72,545.00	85,090.00	12,545.00
18-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$1.84</b>	<b>\$72,683.81</b>	<b>\$85,090.00</b>	<b>\$12,406.19</b>
<b>Total Revenue</b>	<b>\$1.84</b>	<b>\$72,683.81</b>	<b>\$85,090.00</b>	<b>\$12,406.19</b>
<b>Operating Expense</b>				
18-00-710 PRINCIPAL & INTEREST	0.00	77,045.00	85,090.00	8,045.00
18-00-820 BUILDING	0.00	0.00	0.00	0.00
<b>Total Operating Expense</b>	<b>\$0.00</b>	<b>\$77,045.00</b>	<b>\$85,090.00</b>	<b>\$8,045.00</b>
<b>Total Expense</b>	<b>\$0.00</b>	<b>\$77,045.00</b>	<b>\$85,090.00</b>	<b>\$8,045.00</b>
<b>Excess Revenue Over Expenses</b>	<b>\$1.84</b>	<b>(\$4,361.19)</b>	<b>\$0.00</b>	

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19 - PUBLIC INFRASTRUCTURE ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>Operating Revenue</b>				
19-00-346 1/2% INFRASTRUCTURE SALES TAX	11,713.58	113,015.33	158,772.00	45,756.67
19-00-355 STP GRANT- NEW TRAFFIC SIGNAL	0.00	0.00	0.00	0.00
19-00-356 PENFIELD ST STP PE II REIMB	0.00	0.00	246,400.00	246,400.00
19-00-381 INTEREST INCOME	496.99	4,822.86	500.00	(4,322.86)
19-00-393 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
19-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$12,210.57</b>	<b>\$117,838.19</b>	<b>\$405,672.00</b>	<b>\$287,833.81</b>
<b>Total Revenue</b>	<b>\$12,210.57</b>	<b>\$117,838.19</b>	<b>\$405,672.00</b>	<b>\$287,833.81</b>
<b>Operating Expense</b>				
19-19-533 ENGINEERING	0.00	649.32	308,000.00	307,350.68
19-19-711 DEBT SERV-2014 STP ENGIN LOAN	0.00	15,857.17	15,846.00	(11.17)
19-19-861 CAPITAL OUTLAY - INFRA.	0.00	78,760.00	81,826.00	3,066.00
19-19-952 CAPITAL RESERVE CONTRIB.	0.00	0.00	0.00	0.00
19-19-953 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
<b>Total Operating Expense</b>	<b>\$0.00</b>	<b>\$95,266.49</b>	<b>\$405,672.00</b>	<b>\$310,405.51</b>
<b>Total Expense</b>	<b>\$0.00</b>	<b>\$95,266.49</b>	<b>\$405,672.00</b>	<b>\$310,405.51</b>
<b>Excess Revenue Over Expenses</b>	<b>\$12,210.57</b>	<b>\$22,571.70</b>	<b>\$0.00</b>	

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<b>51 - WATER ACCOUNT</b>				
<b>Operating Revenue</b>				
51-00-371 WATER CHARGES	95,511.12	587,603.27	756,902.00	169,298.73
51-00-375 WATER SERVICE CONNECTION FEES	500.00	4,940.34	3,750.00	(1,190.34)
51-00-381 INTEREST INCOME	256.66	3,044.96	940.00	(2,104.96)
51-00-387 RENTAL INCOME	225.00	2,025.00	2,700.00	675.00
51-00-389 MISCELLANEOUS INCOME	0.00	0.00	4,900.00	4,900.00
51-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$96,492.78</b>	<b>\$597,613.57</b>	<b>\$769,192.00</b>	<b>\$171,578.43</b>
<b>Total Revenue</b>	<b>\$96,492.78</b>	<b>\$597,613.57</b>	<b>\$769,192.00</b>	<b>\$171,578.43</b>
<b>Operating Expense</b>				
51-20-421 SALARIES FULL-TIME	17,998.78	168,285.61	213,315.00	45,029.39
51-20-422 SALARIES PART-TIME	(610.00)	8,400.00	8,400.00	0.00
51-20-423 SALARIES OVERTIME	1,309.00	11,441.95	11,826.00	384.05
51-20-451 HEALTH INSURANCE	3,791.32	30,357.66	42,679.00	12,321.34
51-20-461 SOCIAL SECURITY	1,465.28	14,073.01	17,866.00	3,792.99
51-20-462 IMRF	3,292.44	14,923.19	17,133.00	2,209.81
51-20-471 UNIFORMS	0.00	7,172.00	7,400.00	228.00
51-20-513 MAINT. SERVICE- VEHICLES	0.00	4,500.00	4,500.00	0.00
51-20-517 MAINT. SERVICE - WATER SYSTEM	0.00	54,192.59	68,500.00	14,307.41
51-20-532 AUDIT	0.00	5,500.00	5,500.00	0.00
51-20-533 ENGINEERING	0.00	0.00	0.00	0.00
51-20-534 LEGAL SERVICES	0.00	4,200.00	4,200.00	0.00
51-20-536 DATA PROCESSING SERVICES	3,275.00	3,500.00	3,500.00	0.00
51-20-537 LABORATORY ANALYSIS	2,394.94	3,888.50	5,550.00	1,661.50
51-20-551 POSTAGE	415.68	1,460.86	2,400.00	939.14
51-20-552 TELEPHONE	0.00	2,940.84	3,960.00	1,019.16
51-20-553 LEASED CONTROL LINES	0.00	0.00	0.00	0.00
51-20-561 DUES AND PUBLICATIONS	0.00	380.56	975.00	594.44
51-20-563 TRAINING	0.00	864.72	5,400.00	4,535.28
51-20-565 CONFERENCES	0.00	0.00	0.00	0.00
51-20-571 ELECTRIC POWER	1,337.19	18,819.57	28,440.00	9,620.43
51-20-574 NATURAL GAS	2,189.14	5,514.08	6,900.00	1,385.92
51-20-592 COMPREHENSIVE INSURANCE	0.00	32,189.00	32,189.00	0.00
51-20-595 OTHER PROFESSIONAL SERVICES	0.00	0.00	990.00	990.00
51-20-611 MAINT. SUPPLIES - BUILDING	0.00	0.00	350.00	350.00
51-20-616 MAINT. SUPPLIES-WATER SYSTEM	1,619.65	47,297.06	52,111.00	4,813.94
51-20-651 OFFICE SUPPLIES	0.00	1,138.02	1,900.00	761.98
51-20-653 SMALL TOOLS	0.00	0.00	500.00	500.00
51-20-656 UNLEADED FUEL	0.00	0.00	0.00	0.00
51-20-657 DIESEL FUEL	0.00	600.00	600.00	0.00
51-20-659 CHEMICALS	753.50	33,502.70	36,326.00	2,823.30
51-20-830 CAPITAL OUTLAY - EQUIPMENT	0.00	0.00	0.00	0.00
51-20-953 INTERFUND TRANS	0.00	98,209.00	185,782.00	87,573.00
<b>Total Operating Expense</b>	<b>\$39,231.92</b>	<b>\$573,350.92</b>	<b>\$769,192.00</b>	<b>\$195,841.08</b>
<b>Total Expense</b>	<b>\$39,231.92</b>	<b>\$573,350.92</b>	<b>\$769,192.00</b>	<b>\$195,841.08</b>
<b>Excess Revenue Over Expenses</b>	<b>\$57,260.86</b>	<b>\$24,262.65</b>	<b>\$0.00</b>	

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<b>52 - SEWER ACCOUNT</b>				
<b>Operating Revenue</b>				
52-00-372 SEWER CHARGES	64,808.00	395,646.13	508,148.00	112,501.87
52-00-373 LIFT STATION CHARGES	1,691.50	10,181.58	12,900.00	2,718.42
52-00-374 DEBT SERVICES CHARGES	16,066.64	91,217.56	111,180.00	19,962.44
52-00-381 INTEREST INCOME	0.00	0.00	0.00	0.00
52-00-389 MISC. INCOME	300.00	2,700.00	3,600.00	900.00
52-00-393 TRANSFER FROM WATER FUND	0.00	0.00	0.00	0.00
52-00-396 RESERVE CASH-SEWER FUND	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$82,866.14</b>	<b>\$499,745.27</b>	<b>\$635,828.00</b>	<b>\$136,082.73</b>
<b>Total Revenue</b>	<b>\$82,866.14</b>	<b>\$499,745.27</b>	<b>\$635,828.00</b>	<b>\$136,082.73</b>
<b>Operating Expense</b>				
52-21-421 SALARIES FULL-TIME	14,949.00	133,473.00	183,035.00	49,562.00
52-21-422 SALARIES PART-TIME	0.00	0.00	0.00	0.00
52-21-423 OVERTIME	1,440.92	14,874.26	17,217.00	2,342.74
52-21-451 HEALTH INSURANCE	4,641.50	40,234.89	45,542.00	5,307.11
52-21-461 SOCIAL SECURITY	1,145.49	10,996.24	15,319.00	4,322.76
52-21-462 IMRF	2,687.92	13,643.35	15,239.00	1,595.65
52-21-471 UNIFORM ALLOWANCE	0.00	0.00	0.00	0.00
52-21-512 MAINT. SERVICE - EQUIPMENT	14.18	7,014.18	7,000.00	(14.18)
52-21-513 MAINT. SERVICE - VEHICLES	0.00	1,400.00	1,400.00	0.00
52-21-518 MAINT SERVICE SEWER SYSTEM	0.00	30,900.00	14,400.00	(16,500.00)
52-21-532 AUDIT	0.00	5,500.00	5,500.00	0.00
52-21-533 ENGINEERING	0.00	1,000.00	1,000.00	0.00
52-21-534 LEGAL SERVICES	0.00	4,200.00	4,200.00	0.00
52-21-536 DATA PROCESSING SERVICES	1,138.75	1,138.75	4,700.00	3,561.25
52-21-537 LABORATORY ANALYSIS	3,051.00	12,629.34	33,700.00	21,070.66
52-21-549 OTHER PROFESSIONAL SERVICES	21.00	1,386.80	1,650.00	263.20
52-21-551 POSTAGE	198.38	1,008.56	1,500.00	491.44
52-21-552 TELEPHONE	0.00	1,760.00	1,920.00	160.00
52-21-562 IEPA PERMIT FEES	0.00	19,000.00	18,500.00	(500.00)
52-21-563 TRAINING	45.00	45.00	2,400.00	2,355.00
52-21-571 ELECTRICAL POWER	8,789.09	46,064.66	63,576.00	17,511.34
52-21-574 NATURAL GAS	0.00	0.00	0.00	0.00
52-21-592 COMPREHENSIVE INSURANCE	0.00	32,189.00	32,189.00	0.00
52-21-595 OTHER PROFESSIONAL SERV	2,846.16	28,384.67	37,000.00	8,615.33
52-21-611 MAINT. SUPPLIES - BUILDING	0.00	500.00	500.00	0.00
52-21-612 MAINT. SUPPLIES - EQUIPMENT	0.00	1,890.60	1,928.00	37.40
52-21-617 MAINT. SUPPLIES-SEWER SYSTEM	0.00	2,121.34	2,400.00	278.66
52-21-651 OFFICE SUPPLIES	0.00	0.00	900.00	900.00
52-21-653 SMALL TOOLS	0.00	0.00	0.00	0.00
52-21-657 DIESEL FUEL	0.00	0.00	0.00	0.00
52-21-659 CHEMICALS	0.00	0.00	7,061.00	7,061.00
52-21-830 CAPITAL OUTLAY- EQUIPMENT	0.00	0.00	0.00	0.00
52-21-953 INTERFUND TRANS	0.00	4,872.00	116,052.00	111,180.00
<b>Total Operating Expense</b>	<b>\$40,968.39</b>	<b>\$416,226.64</b>	<b>\$635,828.00</b>	<b>\$219,601.36</b>
<b>Total Expense</b>	<b>\$40,968.39</b>	<b>\$416,226.64</b>	<b>\$635,828.00</b>	<b>\$219,601.36</b>
<b>Excess Revenue Over Expenses</b>	<b>\$41,897.75</b>	<b>\$83,518.63</b>	<b>\$0.00</b>	

# VILLAGE OF BEECHER (BEEFND)

## Budget Revenue & Expense Report

Current: 01/01/2020 to 01/31/2020

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>53 - WATER &amp; SEWER CAPITAL IMPR</b>				
<b>Operating Revenue</b>				
53-21-350 IDOT GRANT-ILLIANA CORRIDOR PLANNIN	0.00	0.00	0.00	0.00
53-21-373 WATER TAP-INS	0.00	10,986.00	0.00	(10,986.00)
53-22-374 SEWER TAP-INS	0.00	23,838.00	0.00	(23,838.00)
53-22-381 INTEREST	387.91	2,941.82	0.00	(2,941.82)
53-22-393 INTERFUND TRANSFERS	0.00	96,000.00	96,000.00	0.00
53-22-394 LOAN PROCEEDS-IPEA WASTEWATER	0.00	3,384,228.47	10,000,000.00	6,615,771.53
53-22-396 RESERVE CASH - CAPITAL	0.00	0.00	42,400.00	42,400.00
53-22-397 ENCUMBRANCES	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$387.91</b>	<b>\$3,517,994.29</b>	<b>\$10,138,400.00</b>	<b>\$6,620,405.71</b>
<b>Total Revenue</b>	<b>\$387.91</b>	<b>\$3,517,994.29</b>	<b>\$10,138,400.00</b>	<b>\$6,620,405.71</b>
<b>Operating Expense</b>				
53-21-517 MAINT SERV - WATER SYSTEM	0.00	2,500.90	2,500.00	(0.90)
53-21-616 METER REPLACEMENT PROGRAM	0.00	27,811.90	29,400.00	1,588.10
53-21-861 CAPITAL OUTLAY- INFRAS	0.00	3,164,672.35	9,370,000.00	6,205,327.65
53-22-518 MAINT SERV - SEWER SYSTEM	0.00	0.00	0.00	0.00
53-22-533 ENGINEERING	0.00	224,392.78	630,000.00	405,607.22
53-22-535 PLANNING SERVICES	650.00	3,951.08	6,000.00	2,048.92
53-22-595 OTHER PROFESSIONAL SERVICES	0.00	500.00	4,500.00	4,000.00
53-22-830 CAPITAL OUTLAY - EQUIPMENT	20,655.00	20,655.00	96,000.00	75,345.00
53-22-951 CAPITAL RESERVE CONTRIB	0.00	0.00	0.00	0.00
53-22-953 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
<b>Total Operating Expense</b>	<b>\$21,305.00</b>	<b>\$3,444,484.01</b>	<b>\$10,138,400.00</b>	<b>\$6,693,915.99</b>
<b>Total Expense</b>	<b>\$21,305.00</b>	<b>\$3,444,484.01</b>	<b>\$10,138,400.00</b>	<b>\$6,693,915.99</b>
<b>Excess Revenue Over Expenses</b>	<b>(\$20,917.09)</b>	<b>\$73,510.28</b>	<b>\$0.00</b>	

# VILLAGE OF BEECHER (BEEFND)

## Budget Revenue & Expense Report

Current: 01/01/2020 to 01/31/2020

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54 - WATER & SEWER DEBT SERVICE	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>Operating Revenue</b>				
54-21-393 TRANS FROM WATER FUND	0.00	0.00	0.00	0.00
54-22-336 UTILITY TAX	17,140.94	136,453.67	188,000.00	51,546.33
54-22-346 1/2% INFRA SALES TX	11,713.58	113,015.30	158,772.00	45,756.70
54-22-381 INTEREST INCOME	1,033.47	13,954.16	2,350.00	(11,604.16)
54-22-393 TRANSFER FROM WATER FUND	0.00	0.00	10,206.00	10,206.00
54-22-394 TRANSFER FROM SEWER FUND	0.00	0.00	111,180.00	111,180.00
54-22-395 TRANSFER FROM REFUSE FUND	0.00	0.00	0.00	0.00
54-22-396 RESERVE CASH	0.00	0.00	325,171.00	325,171.00
<b>Total Operating Revenue</b>	<b>\$29,887.99</b>	<b>\$263,423.13</b>	<b>\$795,679.00</b>	<b>\$532,255.87</b>
<b>Total Revenue</b>	<b>\$29,887.99</b>	<b>\$263,423.13</b>	<b>\$795,679.00</b>	<b>\$532,255.87</b>
<b>Operating Expense</b>				
54-21-533 ENGINEERING	0.00	0.00	0.00	0.00
54-21-711 2013 INSTALLMENT CONTRACT	0.00	358,215.94	358,489.00	273.06
54-21-830 CAPITAL OUTLAY - EQUIP	0.00	77,845.75	0.00	(77,845.75)
54-22-712 2018 BALLOON LOAN	0.00	0.00	0.00	0.00
54-22-713 1996 IEPA LOAN	0.00	0.00	112,000.00	112,000.00
54-22-951 RESERVE CONTRIBUTION	0.00	0.00	0.00	0.00
54-22-953 INTERFUND TRANSFERS	0.00	186,595.00	325,190.00	138,595.00
54-23-716 WASH TWP BUILDING PMT	0.00	0.00	0.00	0.00
<b>Total Operating Expense</b>	<b>\$0.00</b>	<b>\$622,656.69</b>	<b>\$795,679.00</b>	<b>\$173,022.31</b>
<b>Total Expense</b>	<b>\$0.00</b>	<b>\$622,656.69</b>	<b>\$795,679.00</b>	<b>\$173,022.31</b>
<b>Excess Revenue Over Expenses</b>	<b>\$29,887.99</b>	<b>(\$359,233.56)</b>	<b>\$0.00</b>	



# VILLAGE OF BEECHER (BEEFND)

## Budget Revenue & Expense Report

Current: 01/01/2020 to 01/31/2020

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>55 - WATERMAIN REPLACEMENT FUND</b>				
<b>Operating Revenue</b>				
55-21-381 INTEREST INCOME	181.64	1,703.87	705.00	(998.87)
55-21-393 INTERFUND TRANS	0.00	76,546.00	153,913.00	77,367.00
55-21-394 LOAN PROCEEDS - IEPA DRINK WAT	0.00	0.00	0.00	0.00
55-21-396 RESERVE CASH	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$181.64</b>	<b>\$78,249.87</b>	<b>\$154,618.00</b>	<b>\$76,368.13</b>
<b>Total Revenue</b>	<b>\$181.64</b>	<b>\$78,249.87</b>	<b>\$154,618.00</b>	<b>\$76,368.13</b>
<b>Operating Expense</b>				
55-21-533 ENGINEERING	2,750.00	49,371.33	0.00	(49,371.33)
55-21-714 DEBT SERV - 2017 IEPA LOAN	32,651.99	65,303.98	65,304.00	0.02
55-21-861 CAPITAL OUTLAY-DUNBAR MAIN	0.00	15,508.00	0.00	(15,508.00)
55-21-862 CAPITAL OUTLAY-	0.00	0.00	0.00	0.00
55-22-951 CAPITAL RESERVE CONTRIBUTION	0.00	0.00	89,314.00	89,314.00
<b>Total Operating Expense</b>	<b>\$35,401.99</b>	<b>\$130,183.31</b>	<b>\$154,618.00</b>	<b>\$24,434.69</b>
<b>Total Expense</b>	<b>\$35,401.99</b>	<b>\$130,183.31</b>	<b>\$154,618.00</b>	<b>\$24,434.69</b>
<b>Excess Revenue Over Expenses</b>	<b>(\$35,220.35)</b>	<b>(\$51,933.44)</b>	<b>\$0.00</b>	

## Robert Barber

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**From:** dhoover@nimec.net  
**Sent:** Tuesday, March 03, 2020 9:26 AM  
**To:** Robert Barber  
**Subject:** NIMEC Bid results



Dear Bob,

Sorry for confusion regarding the two missing accounts. They are now included below. We are pleased to report that Constellation has provided the lowest pricing this year. Below are the weighted average bid results, looking at the entire NIMEC bid group as one entity. You will notice how competitive the bid was. Prices are listed in ¢/kWh.

	1 year	2 year	3 year
Constellation	4.550	4.558	4.552
Dynegy	4.586	4.634	4.583
MC Squared	4.590	4.589	4.606

Below is your individual pricing. Remember, everyone in NIMEC receives their own, individual pricing. We do not conduct a "one price for all" bid. All prices are in ¢/kWh, and include energy and transmission charges; all charges except for the ComEd delivery fees. You will find Constellation's 1, 2 and 3 year bid price followed by your current pricing for comparison purposes. In most instances, you will be able to lock in a 3 year fixed rate at pricing below your current rate. (Remember that if you select a multi-year term, you will pay that one rate for all months in that term.)

	Account #	Current	1 year	2 year	3 year
Village of Beecher	0036001046	5.015	4.3850	4.4320	4.4250
Village of Beecher	0959310000	5.015	4.3850	4.4320	4.4250
Village of Beecher	3243132080	5.015	4.3850	4.4320	4.4250
Village of Beecher	0120148147	5.015	4.3850	4.4320	4.4250
Village of Beecher	3756155006	5.015	4.3850	4.4320	4.4250
Village of Beecher	2523087187	5.015	4.3850	4.4320	4.4250
Village of Beecher	1935239018	ComEd	4.3850	4.4320	4.4250
Village of Beecher	0925044006	ComEd	4.3850	4.4320	4.4250

Some of you may ask how these rates compare to ComEd's. About 8 years ago, ComEd stopped offering a fixed rate for Medium and Large sized accounts. ComEd charges Medium and Large accounts on a floating market rate that changes each hour. They only offer a fixed rate for Small accounts. (The largest Small size account is about the size of a McDonalds restaurant.) ComEd's current fixed rate for Small accounts is 7.1 cents. And expected to drop to approximately 6.7 cents, starting in June.

I will be hosting 2 conference calls on Tuesday. They are identical; choose whichever one accommodates your schedule better. I will present a brief summary of the bid, then we'll open it up for questions.

Times: 10:30 and 1:30  
Call in #: 712.451-0011  
Passcode: 461827#

You will have received earlier today a separate email from Jason Bessert at Constellation with your individual sales agreements. Constellation will send you 3 agreements; one each for the 1 year, 2 year and 3 year term. They are all identical, except for the last page. The last page will list the accounts, plus the respective pricing for each year.

Each member is able to pick the term that best meets their needs. After you have decided which term you prefer, please pick the appropriate contract. After you complete the documentation, please execute, scan and email your agreement to Constellation at [Jason.Bessert@constellation.com](mailto:Jason.Bessert@constellation.com) with a copy to me.

Please return by 4:30pm on Tuesday.

Email will be the best way to reach me, should you be missing any documents or have any other questions.

I have included (below) charts showing that the power market pricing is at historic lows. We've only been at this level once in the last 20 years. One reason: we've been able to extract natural gas in the US at record levels. This, along with flat demand in the US over the last few years, has put downward pressure on natural gas pricing, which is highly correlated to electric pricing.

Section 454.90 of the Public Utilities Act (220 ILCS 5/16 – 115C) requires all agents, brokers and consultants to disclose that if the above bid is accepted, NIMEC receives compensation from the electric supplier. The legislation also requires us to inform you that no NIMEC representative is employed by Commonwealth Edison.

Dave

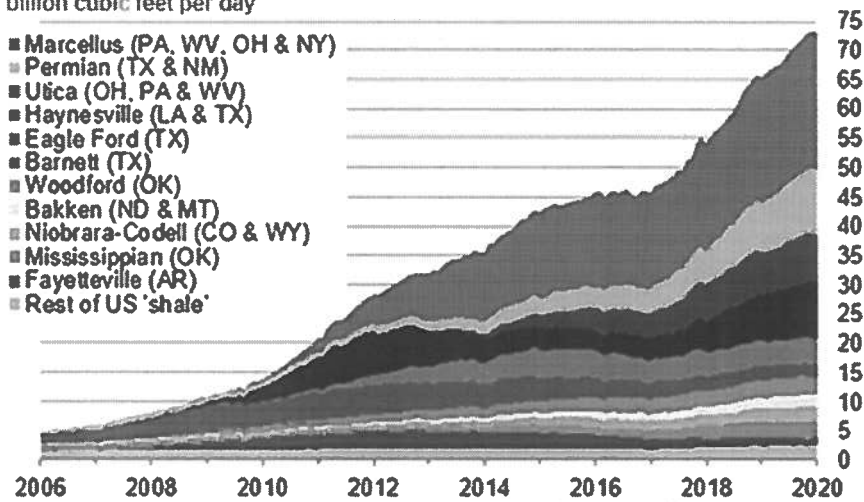
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*David Hoover*  
*Executive Director*  
*847.392-9300*





## Monthly dry shale gas production billion cubic feet per day



Sources: EIA derived from state administrative data collected by DrillingInfo Inc. Data are through January 2020 and represent EIA's official tight gas estimates, but are not survey data. State abbreviations indicate primary state(s).

**David Hoover**  
Executive Director  
847.392-9300

**NIMEC**  
NORTHWESTERN ILLINOIS UNIVERSITY ENERGY COLLABORATIVE  
HANDING TOGETHER TO DRIVE DOWN PRICING



Agreement is Not  
Valid Unless  
Executed by Seller

**Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions**

**VILLAGE OF BEECHER ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:**

**Defined Terms.** Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

**Purchase and Sale of Electricity.** You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

**Cost Components.** For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Auction Revenue Rights Credits	Fixed
Capacity Costs	Fixed
Transmission Costs	Fixed
Transmission Loss Credits	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Fixed
Balancing Congestion Costs	Fixed
Transmission Reallocation Costs	Fixed

The contract prices contained in the Account Schedule include credit costs and margin. Any applicable RMR Costs are also included in the contract prices. Selecting "Transmission Costs" as "Fixed" means that these costs are included in your contract price and are not subject to change unless there has been a Change in Law pursuant to Section 5 of the General Terms and Conditions below. For clarity, we will not pass through any future changes in Transmission Costs based on the UDC's regular adjustments to Network Transmission Service and Transmission Enhancement rates.

**Renewable Portfolio Standards Costs ("RPS Costs").** Pursuant to the Future Energy Jobs Bill (Illinois Public Act 099-0906) charges for RPS Costs are now collected as UDC Delivery Charges ("RPS UDC Charges"). If during the term of this Agreement, some or all of the RPS UDC Charges are no longer invoiced as UDC Delivery Charges, Seller will pass those charges through to Customer.

FOR INTERNAL USE ONLY

**Retail Trade Transactions.** At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

**Term.** This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the ISO-published Day Ahead Locational Based Marginal Price for the applicable residual zone ("LMP") + \$.017000/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

**Your Invoice.** Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). If you have elected to receive a single bill from us for one or more of the Account(s) served hereunder, we will invoice you for all UDC Charges and related Taxes for those Account(s) ("Seller Consolidated Billing"). If you have elected to receive a single bill from the UDC for one or more of the Account(s) served hereunder, the UDC will invoice you for all of our charges and all UDC Charges and related Taxes for those Account(s) ("UDC Consolidated Billing"). Otherwise, we will invoice you for all our charges and the UDC will invoice you for all UDC Charges and related Taxes for those Account(s) which we refer to as "Dual Billing." Initially all your Account(s) will be billed as follows, which may change based on your Account(s) eligibility: **Seller Consolidated Billing.** All amounts charged are due in full within sixty (60) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less; and we may withhold any payments due to the UDC until we receive such payments. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

**Certain Warranties.** You warrant and represent that for Account(s) located in the State of Illinois, your aggregate consumption and usage during any 12 month period is greater than 15,000 kilowatt-hours and that the electricity supplied under this Agreement is not for use at a residence.

**Notices.** All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

**Customer Service.** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com).

**Authorization.** You authorize the UDC to provide us with your historical and future energy billing and usage data (which includes your electricity usage levels for distinct time periods as short as 30 minutes, to the extent that this information has been recorded and retained by the UDC). This authorization is for purposes of the development and provision of current and future products or services in connection with the services contemplated in this Agreement, and will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6-ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

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FOR INTERNAL USE ONLY

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Commonwealth Edison	COMED	1-800-334-7661

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Errors and omissions excepted. Std. Short Form\_v.2010 Rev Nov-01-2017 ()  
Sales Rep: Jason Bessert G327053.3582.0 Printed: 3/3/2020

Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: Village of Beecher

Signature: Nancy H. Fischer 2020-03-03  
Nancy H. Fischer  
Vice President- Retail Ops  
14:32-06:0

Signature: [Handwritten Signature]

Printed Name: 0  
Title:

Printed Name: ROBERT O. BARBER  
Title: VILLAGE ADMINISTRATOR  
Date: 3/3/2020

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Address: 625 S Dixie Hwy  
Beecher, IL 60401-3102

Fax: 888-829-8738  
Phone: 844-636-3749

Fax: 708-946-3764  
Phone: 708-946-2261  
Email: rbarber@villageofbeecher.org

VILLAGE OF BEECHER  
625 Dixie Highway  
PO Box 1154  
Beecher, IL 60401

FOR INTERNAL USE ONLY



## General Terms and Conditions

### 1. Definitions.

**"Ancillary Services And Other ISO Costs"** means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

**"Auction Revenue Rights Credits"** means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by us as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

**"Balancing Congestion Costs"** means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

**"Capacity Costs"** means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

**"Energy Costs"** means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule.

**"FERC Order 745 Costs"** means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

**"ISO"** means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

**"Line Loss Costs"** means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kW/h difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

**"Non Time Of Use" or "NTOU"** means all hours of each day.

**"Off Peak"** means all hours other than Peak hours.

**"Peak"** means the hours designated as peak from time to time by the UDC.

**"Renewable Portfolio Standards Costs"** means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law.

**"RMR Costs" or "Reliability-Must-Run Costs"** means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

**"Taxes"** means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

**"Transmission Costs"** means the charge for Network Transmission Service and Transmission Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

**"Transmission Loss Credits"** means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

**"Transmission Reallocation Costs"** means a charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the settlement agreement approved by FERC as of May 31, 2018 in Docket Number EL05-121-009 for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices A and C, respectively, and as may subsequently be amended). Any modifications or conditions to the treatment of the Transmission Reallocation Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 below.

**"UDC"** means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

**"UDC Charges"** means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

**2. Cash deposit and other security.** At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

**3. Default under this Agreement.** You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days

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Sales Rep: Jason Bessert G327053.3582.0 Printed: 3/3/2020

written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

**4. Remedies upon default; Early Termination Payment.** If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

**5. Changes in law.** We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

**6. Events beyond either of our reasonable control.** If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if

such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

**7. UDC or ISO obligations.** We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

**8. Limitation on Liability.** IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

**9. DISPUTE RESOLUTION.** THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

**10. Relationship of Parties; Representations and Warranties.** We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution,

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delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

**11. Confidentiality.** Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

**12. Miscellaneous Provisions.** If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and

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**ACCOUNT SCHEDULE:**

**For: Village of Beecher**

**The Pricing set forth below is only valid until 5:00 PM Central Prevailing Time on March 3, 2020**

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.

Please verify that your specific information is COMPLETE and ACCURATE.

Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

**THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.**

No. of Service Accounts: 8

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
COMED	0036001046	1475 Rolling Pass, Well # 5, Beecher, IL 60401-3633	05/14/20	05/14/23	\$0.04425
COMED	0120148147	Village 638 Gould St, Beecher, IL 60401-6664	05/01/20	05/01/23	\$0.04425
COMED	0925044006	0 S FAIRWAY DR, 1E DIXIE-HY, BEECHER, IL 60401-	05/18/20	05/16/23	\$0.04425
COMED	0959310000	375 Ahrens Dr, Beecher, IL 60401-3514	05/18/20	05/16/23	\$0.04425
COMED	1935239018	711 W PENFIELD ST, BEECHER, IL 60401-	05/01/20	05/01/23	\$0.04425
COMED	2523087187	300 Miller Street, Beecher, IL 60401-5007	05/14/20	05/14/23	\$0.04425
COMED	3243132080	30200 Cardinal Creek Blvd, Lift Station, Beecher, IL 60401-3778	05/01/20	05/01/23	\$0.04425
COMED	3756155006	Village 1 Romans Rd, Beecher, IL 60401-3140	05/01/20	05/01/23	\$0.04425

**TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.**

**Payments to Certain Third-Parties:** You acknowledge that your price includes a fee that Constellation will remit to Glenview Consulting Corp. ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Sales Rep: Jason Bessert

G327053.3582.0

Printed: 3/3/2020

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

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

**AN ORDINANCE AMENDING CODE SECTION 4.30 OF ZONING ORDINANCE NO. 1046 OF VILLAGE OF BEECHER PERTAINING TO RESIDENTIAL FENCING REQUIREMENTS, 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, have been advised by the Village Planning and Zoning Commission that it is necessary to amend Village Zoning Ordinance No. 1046 concerning fencing requirements in residential zoning districts; and

**WHEREAS**, the Corporate Authorities of this Village of Beecher, Will County, Illinois, have reviewed the text provisions of Village Zoning Ordinance No. 1046 concerning fencing requirements in residential zoning districts; and

**WHEREAS**, the Village Planning and Zoning Commission, did, on the 20<sup>th</sup> day of February, 2020, 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 fencing requirements in residential zoning districts; 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 revise fencing requirements in residential zoning districts.

**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 subsection f. of subsection 1, entitled “General Requirements”, of Section 4.30, entitled “**FENCES**”, of Zoning Ordinance No. 1046 of the Village of Beecher, be, and the same is hereby amended to read and provide as follows, namely:

**4.30 FENCES**

1. General Requirements

...

“f. Rear and side yard fences are permitted to have a solid or opaque fence.”

**SECTION TWO:** That subsection a., entitled “Residential Districts”, of subsection 9., entitled “Fence Heights and Fence Construction” of Section 4.30, entitled “**FENCES**”, of Zoning Ordinance No. 1046 of the Village of Beecher, be, and the same is hereby amended to read and provide as follows, namely:

**4.30 FENCES**

9. Fence Heights and Fence Construction

...

“a. Residential Districts

“(1) In a residential district, wooden, plastic or any fence made of a solid material shall be permitted up to a height of six feet (6’) in the rear and side yards of a residential lot. Chain link fences may be permitted up to six feet (6’) in height along the rear and side lot lines. Fences shall not be painted or made of materials with any color other than white or earth tones except chain link fences which shall be their natural metal color.”

(2) Solid fences up to a maximum height of eight feet (8’) which serve to screen or hide neighboring business or manufacturing activities may be recommended by the Planning and Zoning Commission and approved by the Village Board.

(3) Open fences abutting regulation size tennis courts may be up to ten feet (10’) high.

(4) Open fences at public baseball fields.”

**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 \_\_\_\_\_, 2020.

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

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

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

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

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

**ATTEST:**

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

**MINUTES OF THE BEECHER PLANNING AND ZONING COMMISSION  
(THE PZC)**

***Thursday, February 27, 2020 at 7:00 p.m.  
Washington Township Center  
30200 Town Center Road***

At 7:00 p.m., Chairman Serviss called the meeting to order.

All present joined in the pledge to the flag.

ROLL CALL. Members present: Commissioners Bouchard, Hearn, Heim, Juzeszyn, Schuitema and Serviss.

Members absent: Commissioner Tatgenhorst.

Staff present: Administrator Robert Barber and Pete Iosue of Teska Associates.

Guests: Stacy Mazurek, Felicia and Manny Magana, Peter Rossi, Jasen Zurisk, Dennis Kennedy and Janet Adams.

CONSIDER APPROVAL OF THE MINUTES OF THE JANUARY 23, 2020 MEETING. Commissioner Heim made a motion to approve the minutes of the January 23, 2020 PZC meeting as written.

Commissioner Schuitema seconded the motion.

AYES: Commissioners Bouchard, Hearn, Heim, Juzeszyn, Schuitema and Serviss.

NAYS: None.

Motion carried.

Commissioner Schuitema made a motion to open the public hearing at 7:01 p.m. to consider amendments to the Zoning Ordinance pertaining to fences. Commissioner Bouchard seconded the motion.

AYES: Commissioners Bouchard, Hearn, Heim, Juzeszyn, Schuitema and Serviss.

NAYS: None.

Motion carried.

Administrator Barber explained the proposed amendments to the Zoning Ordinance pertaining to fences.

Dennis Kennedy asked if the amendments would override HOA covenants. The Village does not enforce covenants.

Manny Magana spoke in favor of having a 6' solid fence for noise and block view from the highway, as well as keeping his pets contained.

Janet Adams spoke in favor of having a 6' solid fence.

Jasen Zurisk spoke in favor of a 6' solid for his toddler's safety and to keep his dogs contained.

Peter Rossi currently has an existing 6' privacy and spoke in favor of his ability to replace it with a 6' privacy fence.

There was no one present that testified in opposition of the proposed amendments to the Zoning Ordinance

pertaining to fences.

After no further testimony was heard, Commissioner Hearn made a motion to close the public hearing at 7:10 p.m. Commissioner Heim seconded the motion.

AYES: Commissioners Bouchard, Hearn, Heim, Juzeszyn, Schuitema and Serviss.

NAYS: None.

Motion carried.

Chairman Serviss asked the PZC members for their opinions. Unanimously, the PZC members were in favor of the amendments to the Zoning Ordinance pertaining to fences. Commissioner Schuitema felt the safety of the children should be a priority, and 6' fences are an industry standard in many communities.

Commissioner Heim made a motion of recommendation to the Village Board on an Ordinance amending Section 4.30 of the Beecher Zoning Code pertaining to fences in rear and side yards, permitting solid fences up to six feet in height. A copy of the proposed Ordinance was provided in the packet for review. Commissioner Schuitema seconded the motion.

AYES: Commissioners Bouchard, Hearn, Heim, Juzeszyn, Schuitema and Serviss.

NAYS: None.

Motion carried.

**NEW BUSINESS.** Administrator Barber provided updates on an interest in the former Layne Western (Wehling Well Works) property on Indiana Avenue, a special use permit for a cannabis craft grower on Church Road, the old Aurelio's building on Dixie Highway, the Love's Truck Stop in Grant Park and Balmoral Race Track and Balmoral Golf Course.

The Quiet Zone is hoped to be completed by Labor Day this year.

Commissioner Schuitema asked if there were any new developments on the recent robberies. There was nothing new to report in the last month.

The next regularly scheduled PZC meeting is Thursday, March 26<sup>th</sup> at 7 p.m.

**ADJOURNMENT.** Commissioner Bouchard made a motion to adjourn the meeting. Commissioner Heim seconded the motion.

AYES: Commissioners Bouchard, Hearn, Heim, Juzeszyn, Schuitema and Serviss.

NAYS: None.

Motion carried.

Meeting adjourned at 7:26 p.m.

Respectfully submitted,

Patty Meyer  
Secretary



## **NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Beecher Planning and Zoning Commission shall conduct a public hearing at the hour of 7:00 p.m. on Thursday, February 27<sup>th</sup> at the Washington Township Center, 30200 Town Center Road, Beecher, Illinois.

The purpose of the public hearing is to take testimony on a proposal to amend the Village's zoning ordinance to permit solid fences up to six (6) feet in height in rear and side yards in residential districts. The current ordinance only allows for fences up to five (5) feet in height and the fence must be 50% open at right angles (1" of open space for each 2" of fence surface) unless the residence has a permanent swimming pool whereby a solid fence is then permitted. The locations and setbacks for fences would not change.

All residents are invited and encouraged to attend this public hearing and shall be given an opportunity to be heard. Written comments can also be provided to the Beecher Village Hall, 625 Dixie Highway, P.O. Box 1154, Beecher, Illinois by 4:00 p.m. on Thursday, February 27<sup>th</sup> and will be read at the hearing and become part of the permanent record.

Phil Serviss

Chairman, Beecher Planning and Zoning Commission

Publish in the Vedette the week of February 3<sup>rd</sup> and 10<sup>th</sup>.

# Chapter 5

## FENCES

### 8-5-1: FENCE PERMITS:

It is unlawful for any person to erect, construct, or replace any fence in the village without obtaining a permit therefor. An application for the permit, accompanied by a sketch showing the adjoining property lines, existing fences and existing buildings, shall be made to the village. The building inspector or zoning administrator shall examine the application, sketch, and premises and other premises in immediate vicinity to determine whether or not the fence intended to be erected conforms to the standards and limitations set forth in the village zoning ordinance. (Ord. 1185, 4-22-2013)

### 8-5-2: PERMIT FEES:

The fee for a permit to construct or erect a fence shall be as provided in section 4-1-2 of this code. (Ord. 1185, 4-22-2013)

### 8-5-3: DANGEROUS FENCES:

Barbed wire, electric, and abnormally sharp picket or stake fences made of wood, metal, or plant materials that may cause injury are prohibited from being erected. (Ord. 1185, 4-22-2013)

### 8-5-4: CONSTRUCTION REQUIREMENTS:

All fencing shall be constructed so that the rough, unfinished side, and posts, if any, faces the owner's property that is erecting the fence. (Ord. 1185, 4-22-2013)

**VILLAGE OF BEECHER  
BUILDING DEPARTMENT**  
625 Dixie Hwy., P.O. Box 1154  
Beecher, Illinois 60401  
708-946-2261/ 708-946-3764 Fax  
website [www.villageofbeecher.org](http://www.villageofbeecher.org)

## **FENCES**

This handout is for **REFERENCE ONLY**. For more details see specific code sections.

Fences may not extend beyond the front building line, or interfere with the clear vision area at or near street intersections. Fences shall be constructed of attractive materials.

Subdivision covenants or homeowner's associations may either prohibit or have more restrictive requirements than Village ordinances. Please verify and submit approval letter from developer or homeowner's association along with your application.

### **FENCE REQUIREMENTS**

1. Maximum height for a fence is five (5) feet above existing ground. A minimum of one inch open space for each two inches of fence material.
2. Fences can be located on the property line. However, if installed on an easement and a utility company needs access to your property they can remove your fence and not have to replace or repair it. If a fence is installed in an easement, it will be to the homeowner's own risk.
3. Privacy fences (only when swimming pools are installed) that will be placed perpendicular to drainage easements must be placed a minimum of six (6) inches above ground. Fence shall not block overland flood routes.
4. Swimming pools do require fencing. (See Swimming Pool Requirements handout).

### **CONSTRUCTION REQUIREMENTS**

1. Existing grade should not be altered. Excavated spoils will need to be removed from site.
2. Extreme care is to be taken to protect the existing utilities, pavement, curbs, sidewalks. Pavement, curb and sidewalk should be ramped or planked to avoid damage. Any damage done to Village property will be the responsibility of the homeowner to replace or repair.

## **TO APPLY FOR A PERMIT**

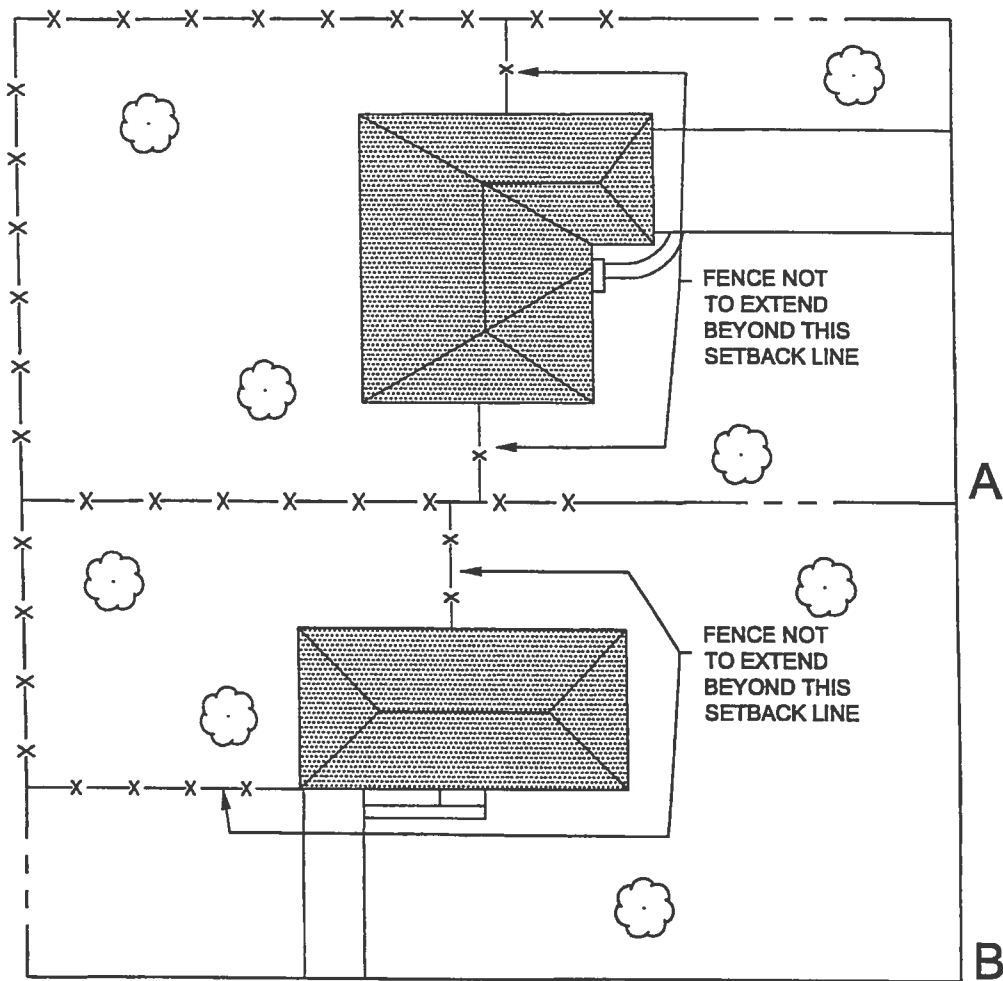
1. Complete permit application.
2. Submit a copy of the plat of survey showing the proposed fence location.
3. Submit a picture or sketch of proposed fence and indicate type of materials to be used.
4. Provide a copy proposal from contractor.
5. Contact J.U.L.I.E. (Utility Location Service) at 1-800-892-0123 to locate underground utilities and to obtain a dig number.
6. Submit approval letter from developer or homeowners association, when applicable.

## **INSPECTION REQUIREMENTS**

1. The permit holder is responsible for scheduling inspections. The following inspections are required:
  - a. Post hole inspection, **BEFORE** placing any concrete, 42" minimum depth below grade;
  - b. Final inspection, when the fence installation is completed.

To schedule an inspection please call SafeBuilt at 815-255-9047, please have your permit number available.

**HOMEOWNER IS RESPONSIBLE TO FOLLOW ALL CODES & ORDINANCES.**



STREET

R.O.W.

NO SCALE

## FENCE LOCATION

SEE ZONING ORDINANCE SECTION 4.31 FENCES

MUNICIPAL FENCE REGULATIONS COMPARISON - 2014

	BEECHER	PEOTONE	MONEE	CRETE	MANTENO	MINOOKA	PLAINFIELD
Residential Rear Yard Height	5 feet	6 feet	6 feet	6 feet	6 feet	6 feet	2 foot walls, 6 feet total maximum
Residential Front Yard Height	not permitted at all	not permitted at all	up to 1/2 of lot width and 50% open.	up to 1/2 of lot width and 50% open.	3' except 4' on a corner lot	4 feet	4 feet, 50% open, 6 foot sections
Residential Solid Fence Allowed?	only with swimming pool in rear	not allowed	solid permitted	solid permitted	solid permitted	solid permitted	No. Must floor diagrams.
Opacity Requirements?	1" open space for each 2" of board	1/4" between slats must be treated wood or vinyl	none in rear	none in rear	none in rear	none	It appears to be 50% open by the diagrams
Material Requirements	no chain link or electric		no barbed wire	no barbed wire	no barbed wire	no barbed wire	no barbed wire or chain link
Zoning or Muni Code? Swimming Pool Requirements?	Zoning Code must have 48" fence, can be solid	Muni Code must have 48" minimum, no solid on lot line except around pool	Zoning Ordinance none specified	Zoning Code none specified	Muni code none specified	zoning code none specified	zoning code none specified
Proximity to lot lines	within one foot of line		not specified up to 1/2 of lot width and 50% open.	not specified up to 1/2 of lot width and 50% open.	not specified	not specified	10' from line if there is an elevation change
Decorative Fence	3' high, 20' long	not specified	not specified	not specified	3' solid, 4' 50% open	not specified	4 feet, 50% open, 6 foot sections
Parallel fences? Height of non-residential fence	permitted	not permitted	not specified	not specified	not specified	not specified	not specified
Solid non-residential fence? special regulations for dog runs	8 feet yes yes	not specified	8 feet yes	8 feet yes	10 feet yes	6 feet yes	8 feet commercial, 10 feet industrial not specified

*BEECHER*

**4.30 FENCES**

The following requirements shall apply to all Zoning Districts.

1. General Requirements
  - a. Fences, walls or shrubbery shall not be erected, constructed, or maintained in conflict with the corner lot vision clearance specification established in Section 4.06.13 of this Ordinance.
  - b. No fence or shrubbery may be erected, constructed or maintained to impede the natural storm water run off on any portion of that lot or any adjoining lot.
  - c. Where there is a change in grade between adjoining lots, the height of fences shall be measured from the average grade within six feet (6') on either side of the line where the fence is to be erected. If the grade change is greater than one foot (1') within this twelve foot (12') area, it will be necessary to provide a detail showing the cross section of the terrain at the fence line. This detail shall be reviewed by the Building Inspector to determine the average grade height.
  - d. Interior Lots – Fences shall not be allowed or installed in front yards or in side yards of the lot beyond the middle point of the side yard to the front of the lot. The middle point of the side yard is defined as the middle of the main building which is one-half (½) of the distance from the rear of the main building foundation line to the front of the main building foundation line of the residence constructed of the lot. Open porches and stairs are not considered when determining the main building line. See illustrations.  
Corner Lots - Fences shall be permitted on the rear and side yards provided that fences shall not be permitted in the front yards (yards fronting the street) in front of or beyond the main building foundation. Open porches and stairs are not considered when determining the main building line. See illustrations.
  - e. Fences shall not be permitted in the front yard except when a variance is requested and approved by the Planning and Zoning Commission.
  - f. Rear and side yard fences shall have a visibility ratio of one (1) open to two (2) opaque or thirty three percent (33%) or greater at right angles to the fence, with the exception of a rear yard containing a permanent swimming pool by definition. Such rear yards will be permitted to have a solid or opaque fence. The removal of a permanent swimming pool shall also require the removal of the solid or opaque fence, if one exists.
2. Required Fences

Fences are required and shall be constructed as follows:

  - a. A minimum six foot (6') solid fence is required along the lot line of lots in districts zoned business and industrial where such lot line abuts a lot in the Residence District when the residential use predates the business or manufacturing use.  
Fences up to eight feet (8') in height or landscaping in lieu of fences may be allowed if recommended and/or required by the Planning and Zoning Commission and approved by the Village Board.  
The owner of the business or industrial lot shall be responsible for the erection and maintenance of the required fences or landscaping.
  - b. A minimum six foot (6') high solid fence shall be erected along the lot line of lots in R-3 General Residence District which are being developed with multi-family dwelling units, where such lot lines abut a lot in R-1 or R-1A Single Family Residence District or R-2 Two-Family Residence District. Fences up to eight feet (8') in height or landscaping in lieu of fences may be allowed and/or required if recommended by the Planning and Zoning

## VILLAGE OF BEECHER – ZONING ORDINANCE

Commission and approved by the Village Board. The purpose of the fence is to effectively screen the activities of the multi-family dwelling units in the R-3 General Residence District from the R-1, R-1A and R-2 Districts. Ownership and maintenance of fences in an R-3 district, or R-3 section of a Planned Development, shall be the responsibility of the Home Owners Association.

### 3. Swimming Pools

The following requirements shall apply to swimming pools:

Permanent swimming pools shall be completely enclosed with a minimum four foot (4') high fence and gate. Fences shall be constructed of chain link or other materials equivalent to the following chain link specifications:

- a. Fence fabric shall have a maximum two inch (2") opening and shall be made of galvanized or plastic coated eleven (11) gauge steel wire or equivalent aluminized steel wire grid. Line posts, terminal posts, swing gate posts and braces shall be of galvanized steel pipe or H column construction. Post heights shall be sufficient to accommodate the fabric and shall extend a minimum of two feet (2') into concrete footings. The bottom of the wire mesh fabric shall not be installed more than three inches (3") above grade. The spacing of posts shall not be greater than ten feet (10') on center. Swing gates shall employ positive self-closing devices with suitable latches and padlocks. The latch shall be located a minimum of thirty-six inches (36") above grade.
- b. An equivalent fence shall be defined as one which provides equal or better protection against the possibility of a person accidentally falling into the swimming pool. The Building Inspector shall determine such equivalency.
- c. If the swimming pool is so located on the lot that a fence, with gate, on the lot or elsewhere meets the above requirements, a separate fence around the swimming pool is not required. If said fence terminates within three inches (3") of a dwelling, garage or any structure on the premises and is otherwise arranged so that the only access to the pool necessitates that a person pass through two (2) or more lockable doorways, or the gate in the fence, the fence need not be continuous, but may be interrupted by said structures.
- d. When the pool is not in use under the supervision of the owner, and/or agent, tenant or other responsible person, all access gates or doors leading directly to the pool area shall be securely locked.
- e. All portable swimming pools shall be completely enclosed as if they were permanent swimming pools; however, solid or opaque fences shall not be permitted. Fences around and attached to raised decks will be permitted as long as they satisfy the above requirements.
- f. The swimming pools shall be kept in full view from inside the dwelling unit. No shrub, bush, tree, structure, equipment or anything else which would impair vision except an open fence and gate shall be placed so as to impair the visibility of the entire area of the pool surface from the dwelling on the premises.
- g. Comply with all Codes and Ordinances of the Village of Beecher governing the installation and use of swimming pools.

### 4. Prohibited Fences and Gates in All Districts

The following fences are hereby prohibited:

- a. Barbed wire, chicken wire, (unless to enclose a rear or side yard garden) hog wire, rope, cable, and electrically charged wire, and other similar materials except that barbed wire may be used on top of permitted fences in the industrial district and on fences enclosing property



VILLAGE OF BEECHER – ZONING ORDINANCE

owned by a government agency unless recommended by the Planning and Zoning Commission and approved by the Village Board.

- b. Snow fences, except those erected for the sole purpose of controlling drifting snow between November 1st and March 31st, installed only on that portion of a lot which faces or abuts a road, street or highway.
- c. Chain link fences with barbed ends up.
- d. No gate or fence is permitted across a driveway in the front yard setback on any Residence District.
- e. Any fence on a corner lot which extends closer to the adjoining street than the front yard or side yard setback lines (see illustration) except for open decorative fences and landscaping under three feet (3') high. Front yard decorative fences and landscaping shall be approved by the Zoning Administrator.
- f. Any fence, that would be closer to any street or roadway than the front setback lines established by the building setbacks as actually located on the lots (see illustration Item "B") except that a required fence or a decorative open fence or landscape fence under three feet (3') high is allowed.

5. Development Fence

If a development fence is to be provided, a plan shall be provided showing the location of the fence, type of fence to be used, and an estimate of life of the fence. All of these items shall be reviewed by the Building Department prior to issuing a permit for said fence.

When a replacement of the development fence is required, the Building Department shall approve the replacement fence as to its compatibility with abutting fence located along the public right-of-way prior to the issuance of a fence permit.

6. Fence Construction

Fence permits: A fence permit is required for the construction of all fences. Provide the Building Department with a copy of the Plat of Survey showing the proposed location of the fence. Complete a fence permit application answering all necessary questions and pay the appropriate permit fee.

7. Location

- a. All fences shall be properly constructed on the fence owner's property.
- b. All fences shall be permanent and not temporary except for garden fences enclosing a garden in a rear yard or side yard not exceeding four feet (4') in height.
- c. Except as follows, all permitted fences shall be constructed within one foot (1') of the fence owner's side or rear lot lines: 1) Except where the permitted fence returns to the existing building or structure to enclose a yard, 2) Except for patio privacy fences not exceeding six feet (6') in height within the buildable area of the lot, 3) Except for dog enclosures or runs not exceeding six feet (6') in height or enclosing greater than twenty percent (20%) of the rear yard, constructed in the rear yard or buildable lot area and set back not less than five feet (5') from all property lines. A corner zoning lot shall be considered as having two (2) front yards.

8. Fence Installation

All fences shall be installed so that the finished side faces towards the nearest lot line. All structural supports, if exposed, shall be located in such a manner so as to face the principal building on the lot on which the fence is located.

9. Fence Heights and Fence Construction

## VILLAGE OF BEECHER – ZONING ORDINANCE

Permitted fences as previously allowed may be constructed to the following heights in the following Zoning Districts:

a. Residence Districts

- (1) In a residential district, wooden, plastic or any fence made of a solid material shall be permitted up to a height of five feet (5') along the rear and side lot lines of a residential lot or up to six feet (6') along the rear of the lot adjacent to a public park or alley.  
For any fence made of wood, plastic or other solid material, there shall be a minimum of one inch (1") of open space for each two linear inches (2") of opaque fence material.  
Chain link fences may be up to six feet (6') in height along the rear and side lot lines.  
Fences shall not be painted or made of materials with any color other than white or earth tones except chain link fences which shall be their natural metal color.  
Any fence constructed as above set forth or any chain link fence shall be considered an open fence.
- (2) Solid fences which serve to screen or hide business or manufacturing activities may be up to six feet (6') high except under special conditions an eight foot (8') fence may be recommended by the Planning and Zoning Commission and approved by the Village Board.
- (3) Open fences abutting regulation size tennis courts may be up to ten feet (10') high.
- (4) Open fences - six feet (6') high.
- (5) Open fences at public baseball fields.
- (6) A solid patio fence may be erected to a height measured from grade not to exceed six feet (6') and a distance not to exceed twenty-four lineal feet (24') along the rear lot line or that portion of the interior side lot line, provided that in no case shall any portion of the screen be placed so as to impair the visibility of the entire area of a swimming pool from the principal dwelling on the premises and such screen is no closer than one foot (1') to any interior side or rear lot line.

b. Business District

Any type of fence, maximum eight feet (8') high. See Section 4.31.2.

c. Industrial District

Any type of fence, maximum eight feet (8') high, or up to twelve feet (12') high when approved by the Village Board.

10. Non-Conforming Fences

A fence which does not comply with this Ordinance but which is in place on or before the effective date of this Ordinance and which is destroyed by fire or other casualty or act of God or deteriorates to the extent that the cost of restoration to the condition in which it was before the occurrence will exceed fifty percent (50%) of the cost of restoration of the entire fence now, shall not be restored unless said fence shall conform to all regulations of this Ordinance. In the event that such damage or destruction is less than fifty percent (50%) of the cost of restoration of the fence, no repairs or reconstruction shall be made unless such restoration is started within ninety (90) days from the date of partial destruction and is diligently prosecuted to completion.

### **4.31 ANIMAL ENCLOSURES (Dog Runs)**

An animal enclosure is an area enclosed by fencing material prescribed in this section, which is intended to impound on a full-time or part-time basis, any household pet or other animal legally permitted within the zoning district. Occupancy of the shelter shall be limited by the

## VILLAGE OF BEECHER – ZONING ORDINANCE

terms of the Village Code to no more than two (2) dogs. An animal enclosure may contain a dog house or other similar fully enclosed shelter not to exceed a total of eight square feet (8') in floor area. The shelter shall be constructed or located in such a manner as to prevent the escape of the animal which will occupy the animal enclosure.

Placement of the animal enclosure shall be limited to the rear yard of a zoning lot and shall conform to the side yard setback requirements of the zoning district in which the zoning lot is located, An animal enclosure shall be no larger than ten feet (10') wide and twenty feet (20') in length, measured perpendicular from the width. The maximum height of the fencing material may not exceed six feet (6') and fencing material shall be limited to wire mesh, chain-link fencing material. The surface of the enclosure shall be of concrete, asphalt, concrete paving blocks or other impervious material as approved by the Village.

In any event that the home owner or occupant no longer houses an animal on the property, the owner shall remove the animal enclosure no later than ninety (90) days of the date the animal is no longer housed on the property or upon notice to the Village that a dog license is not renewed for a dog housed on the property where an animal enclosure has been permitted.

All animal enclosures shall only be constructed on a zoning lot upon issuance of a Building Permit by the Village.

### 4.32 MANUFACTURED HOMES

It is the intent of this Ordinance to allow Manufactured Homes meeting the definition of Dwelling, Single-Family as defined in the AG-1 Agriculture District, R-E Residential Estate District, R-1 Single-Family Residence District, R-2 Two-Family Residence District, and R-3 General Residence District in which similar dwellings constructed on a site are permitted. There shall be a similarity in exterior appearance between such residentially designed manufactured homes and dwellings which have been constructed under these and other lawful regulations on adjacent lots in the same zoning district.

#### Standards

1. Manufactured single-family detached homes shall not include a Mobile Home.
2. A Manufactured Home shall meet the National Manufactured Housing Construction and Safety Standards of 1974, as amended, 42 U.S.C. 5401, *et seq.*, when used as a place of human habitation.
3. Prior to issuing a Zoning Certificate for a Manufactured Home by the Zoning Administrator, the following conditions shall be in compliance:
  - a. A roof shall be pitched using a ratio of not less than three (3") to twelve (12") inches or greater and covered with durable material that is residential in appearance, including, but not limited to, approved wood, asphalt composition shingles, wood shake shingles, but excluding corrugated aluminum, corrugated fiberglass or metal roof.
  - b. Exterior siding shall be residential in appearance and cannot have a high-gloss finish including, but not limited to, clapboard, simulated clapboard such as conventional vinyl or metal siding, wood shingles, brick or brick veneer or similar material but excluding smooth, ribbed or corrugated metal or plastic panels.
  - c. The towing devices, hitches, axles, and wheels shall be removed.

§ 150 037 FENCES

(A) Definition For the purpose of this section the following definition shall apply unless the context clearly indicates or requires a different meaning.

FENCE. Any non-living structure which is a barrier and used for boundary, confinement, privacy, or partition purposes.

(B) Permit to construct required. A fence permit shall be required for the construction of any new fence, the replacement of any fence and for any substantial change to any existing fence. Application for a fence permit shall include the type of fence, the height, width, and length, and a sketch showing the location of the fence on the lot. The fee for a fence permit shall be \$0.09 per lineal foot provided however, that the minimum fee is \$50.00. The fee is payable in advance and a permit, when issued, shall be visibly displayed on the premises of the lot during the period of time of the construction.

(C) General regulations. All fences in all districts:

(1) Shall be maintained in good repair. If 50% or more of any existing fence is determined by the Village Administrator or his/her designee to be in a state of disrepair it shall be replaced with a fence that is in compliance with all of the provisions of this section or removed provided, however, that a fence that is required by any provision of the Village Code shall be replaced.

(2) Shall have all fence posts supported by a concrete base to a depth of not less than 36" in the ground.

(3) Shall be constructed with the finished side facing away from the enclosed lot, the framing of the fence to face the lot.

(4) Shall be constructed and maintained such that neither the fence nor any vegetation at its base impedes the natural flow of water.

(5) Shall not have any commercial advertising sign placed thereon. No Trespass and beware of dog signs shall not be permitted on any fence except upon or near any gate allowing entrance to the fenced area and no such sign shall be larger than 2.25 square feet.

(D) Prohibited fences. In all districts:

(1) No fence shall be placed or maintained on any portion of the public right-of-way.

(2) No fence shall be placed or maintained in any required yard which, by the nature of its construction, design or location would impair public safety by obstructing the vision of persons using the streets, sidewalks, or driveways on or adjacent to the yard. No such fence shall be located within a vision triangle, the sides of which are formed by the right-of-way lines of two intersecting streets, the length of sides of the triangle to be 30 feet.

(3) No fence shall be constructed in whole or part with any electrically charged wire, barbed wire, spikes, glass, protruding nails, or other sharp or pointed material of any kind.

(4) No chain link fence shall be constructed or maintained with barbed ends up.

(5) No snow fences shall be constructed or maintained except when erected by state or local highway authorities for the exclusive control of wind blown snow or when used as temporary construction barriers.

(E) Fences in residential districts. In all residential districts, fences are permitted in front yards. They are permitted to extend from any point between the front and back wall of the primary structure to side and rear lot lines. BACK WALL AND FRONT WALL are defined as the furthest protrusion of the back or front wall of the original construction or any addition thereto that makes up 50% or more of the entire length of the structure, excluding any enclosed porch, patio, deck, or similar construction. In residential districts:

(1) Chain link fences are prohibited. Wood fences must be cedar or treated wood. Treated wood fences must be of Alkaline Copper Quarternary (ACQ), Copper Azole (CA), Micronized Copper Quarternary (MCQ) type, or equivalent as determined by the Building Administrator.

(2) Parallel fences are prohibited.

(3) Fences shall be open with a minimum open space of no less than 1/4" between slats for the entire length of the fence.

(4) Fences shall be constructed and maintained with not less than 2" of clearance between the ground and the bottom of the fence for the entire length of the fence.

(5) Fences shall not exceed a height of six feet including lattice, if installed.

(6) Fences that are required by any provision of the Village Code must be placed on the owner's property/lot line provided, however, that fences installed to conform to swimming pool regulations shall be exempt from this requirement.

(7) At least one gate or opening shall be provided in all fence enclosures. The required gate or opening shall face the street and be at least three feet in width and not exceed six feet in height.

(8) The installation of "invisible" fences used to confine pets shall require a fence permit. Invisible fences must conform to the provisions of Chapter 91: Animal Control of the Peotone Municipal Code. Invisible fences are prohibited between the street and front wall of the primary structure.

(6) Fences that are required by any provision of the Village Code must be placed on the owners property/lot line provided, however, that fences installed to conform to swimming pool regulations shall be exempt from this requirement.

(7) At least one gate or opening shall be provided in all fence enclosures. The required gate or opening shall face the street and be at least three feet in width and not exceed six feet in height.

(8) The installation of "invisible" fences used to confine pets shall require a fence permit. Invisible fences must conform

PEOTONE FENCE ORD.

**11-6-7: FENCES, WALLS AND HEDGES:***MONÉÉ*

- A. Compliance Required: No fence, wall or hedge shall be constructed or erected except as provided in this section.
- B. Building Permit Required: No fence or wall shall be erected or substantially altered prior to receiving a building permit for such purposes.
- C. Placement: No private fences, walls or hedges shall be allowed or constructed on public streets, highways or alley rights of way. Fences or hedges may be placed on public utility easements, provided such fences or hedges do not interfere in any way with existing underground, ground or overground utilities. The village or any utility company having authority to use such easements shall not be liable for repair or replacement of such fences in the event they are moved, damaged or destroyed by virtue of the lawful use of said easement. Fences in violation of this subsection may be summarily removed by the village.
- D. Barbed Wire Fences: Barbed wire or barbed wire fences shall not be allowed on property in residential districts or on lots in any district being used for residential purposes. Barbed wire or barbed wire fences shall not be allowed in commercial or industrial districts where:
1. The barbed wire is located along a property line that abuts a residence district.
  2. The barbed wire is located along a property line abutting and not used for residential purposes.
  3. The barbed wire would be located in any required front or corner side yard.
- E. Construction Material: No fence or wall shall be constructed of material intended to inflict bodily harm to a person attempting to climb or scale it. Such material includes, but is not limited to, electrically charged wires or other electrical conduit razor blades and sharp or ragged metal spikes or spears. Barbed wire may be used only as authorized in this section. (Ord. 961, 2-12-1997, eff. 2-22-1997)
- F. Construction Requirements: All fences and walls shall be constructed in conformity with the wind, stress, foundations, structural and other requirements of the building code and other applicable ordinances of the village. All fence postholes shall be a minimum of thirty six inches (36") in depth. (Ord. 1220, 2-26-2003)
- G. Maintenance: All fences, walls and hedges shall be maintained in good, structurally sound repair and in a neat, clean, presentable and attractive condition.

H. Residence Districts: Fences, walls and hedges may be permitted in residence districts only in accordance with the following provisions:

1. Fences, walls and hedges located in the rear yard and interior side yards shall not exceed six feet (6') in height.
2. With the following exceptions, no fences, walls or hedges shall be permitted in any front or corner side yard:
  - a. Fences intended primarily for aesthetic purposes. Such fence shall not exceed three feet (3') at its uppermost horizontal level or forty two inches (42") to the top of its uppermost post. At least fifty percent (50%) of the square footage of the overall dimensions of the fence shall be open. Such fence shall not have a linear length of greater than fifty percent (50%) of the lot width at the building setback line. A woven wire or cyclone type fence shall not be considered a decorative fence.
  - b. Hedges that do not exceed either three feet (3') in height or ten feet (10') in linear length may be permitted.
  - c. Decorative walls, or similar brick or concrete structures may be permitted, provided such structures do not exceed three feet (3') in height or a total of thirty (30) linear feet in length.

I. Commercial And Industrial Districts: Fences, walls and hedges in all commercial and industrial districts may only be permitted in accordance with the following provisions, except in the C-3 district:

1. Fences, walls and hedges located in the rear yard and that portion of the interior side yards located between the rear lot line and building setback line shall not exceed eight feet (8') in height.
2. With the following exceptions, no fences, walls or hedges shall be permitted in any front or corner side yard:
  - a. Fences intended primarily for aesthetic purposes. Such fence shall not exceed forty eight inches (48") at its uppermost horizontal level or fifty four inches (54") to the top of its uppermost post. At least fifty percent (50%) of the square footage of the overall dimensions shall be open. (A woven wire or cyclone type fence shall not be considered a decorative fence.)
  - b. Hedges that do not exceed either three feet (3') in height or ten feet (10') in linear length may be permitted.
  - c. Decorative walls or similar brick or concrete structures may be permitted, provided such structures do not exceed three feet (3') in height or twenty (20) linear feet in length. A wall or similar structure exceeding the previous standards with the title and basic description information of the business located on that lot may be allowed as a permitted sign, in accordance with chapter 12 of this title.
3. Barbed wire or a barbed wire fences may be used, where not specifically prohibited in this title, under the following conditions:
  - a. The barbed wire or barbed wire fencing is located in the rear yard or that portion of the interior side yard located between the rear lot line and the building setback line and such wire is only used on the top eighteen inches (18") of any fence; or

b. The board of trustees has issued a permit to use barbed wire or similar materials as a protective device from a particular hazard.

J. Screening: Except in the C-3 district, such screening that may be required by other provisions of this title should be in accordance with the provisions of this section. Where a discrepancy between the location of screening required by another provision of this title and the provisions of this section exists, the zoning administrator shall determine the applicable provisions.

K. Variance To Provisions: The board of trustees may, upon written application, vary the requirements of this section if presented with evidence of a specific hardship or unique circumstances that could be abated by varying the standards of this section. (Ord. 961, 2-12-1997, eff. 2-22-1997)

**CRETE****Sec. 28-253. - Fences, walls and hedges.**

- (a) No fence, wall or hedge shall be constructed or erected except as provided in this chapter.
- (b) No fence or wall shall be erected or substantially altered prior to receiving a building permit for such purposes.
- (c) No private fences, walls or hedges shall be allowed or constructed on public street, highway or alley right-of-ways. Fences or hedges may be placed on public utility easements provided such fences or hedges do not interfere in any way with existing underground, ground or overground utilities. The village or any utility company having authority to use such easements shall not be liable for repair or replacement of such fences in the event they are moved, damaged or destroyed by virtue of the lawful use of said easement. Fences in violation of this subsection may be summarily removed by the village.
- (d) Barbed wire or barbed wire fences shall not be allowed on property in residential districts or on lots in any district being used for residential purposes. Barbed wire or barbed wire fence shall not be allowed in commercial or industrial districts where:
  - (1) The barbed wire is located along a property line that abuts a residence district.
  - (2) The barbed wire is located along a property line abutting a lot used for residential purposes.
  - (3) The barbed wire would be located in any required front or corner side yard.
- (e) No fence or wall shall be constructed of material intended to inflict bodily harm to a person attempting to climb or scale it. Such material includes, but is not limited to, electrically charged wires or other electrical conduit, razor blades and sharp or ragged metal spikes or spears. Barbed wire may be used only as authorized in the article.
- (f) All fences and walls shall be constructed in conformity with the wind, stress, foundations, structural and other requirements of the building code and other applicable ordinances of the village.
- (g) All fences, walls and hedges shall be maintained in good, structurally sound repair and in a neat, clean, presentable and attractive condition.
- (h) Fences, walls and hedges may be permitted in residence districts only in accordance with the following provisions:
  - (1) Fences, walls and hedges located in the rear yard and interior side yards shall not exceed six feet in height.
  - (2) With the following exception no fences, walls or hedges shall be permitted in any front or corner side yards.
    - a. Fences intended primarily for aesthetic purposes. Such fences shall not exceed three feet at its uppermost horizontal level or 42 inches to the top of its uppermost post. At least 50 percent of the square footage of the overall dimensions of the fence shall be open. Such fence shall not have a linear length of greater than 50 percent of the lot width at the building setback line. A woven wire or cyclone type fence shall not be considered a decorative fence.
    - b. Hedges that do not exceed either three feet in height or ten feet in linear length may be permitted.
    - c. Decorative walls, or similar brick or concrete structures may be permitted provided such structures do not exceed three feet in height or a total of 30 linear feet in length.
- (i) Fences, walls and hedges in all commercial and industrial districts may only be permitted in accordance with the following provisions:
  - (1) Fences, walls and hedges located in the rear yard and that portion of the interior side yards located between the rear lot line and building setback line, shall not exceed eight feet in height.
  - (2) With the following exceptions no fences, walls or hedges shall be permitted in any front or corner side yard.
    - a. Fences intended primarily for aesthetic purposes. Such fences shall not exceed 48 inches at its uppermost horizontal level or 54 inches to the top of its uppermost post. At least 50 percent



of the square footage of the overall dimensions shall be open. (A woven wire or cyclone type fence shall not be considered a decorative fence).

- b. Hedges that do not exceed either three feet in height or ten feet in linear length may be permitted.
  - c. Decorative walls or similar brick or concrete structures may be permitted; provided such structures do not exceed three feet in height or 20 linear feet in length. A wall or similar structure exceeding the previous standards with the title and basic description information of the business located on that lot may be allowed as a permitted sign, in accordance with article X.
- (3) Barbed wire or a barbed wire fence may be used, where not specifically prohibited in this chapter under the following conditions:
- a. The barbed wire or barbed wire fencing is located in the rear yard or that portion of the interior side yard located between the rear lot line and the building setback line and such wire is only used on the top 18 inches of any fence; or
  - b. The board of trustees has issued a permit to use barbed wire or similar materials as a protective device from a particular hazard.
- (j) Such screening that may be required by other provisions of this chapter should be in accordance with the provisions of this section. Where a discrepancy between the location of screening required by another provision of this chapter and the provisions of this section exists the zoning administrator shall determine the applicable provisions.
- (k) The board of trustees may upon written application vary the requirements of this section if presented with evidence of a specific hardship or unique circumstances that could be abated by varying the standards of this section.

*(Ord. No. 850, § 8.12, 5-24-82)*

## Chapter 4

# FENCE REGULATIONS

*MANTENO*

### 8-4-1: DEFINITIONS:

**CORNER LOT SIDE YARD:** For buildings on corner lots, the side of residence that abuts a street but is not used for the residential address. On a corner lot, side yard shall be used to describe that side of the residence that does not abut a street.

**FENCE:** Any structure, partition or enclosure, of wood, iron, metal, or other material, enclosing or dividing a piece of land. Hedges, plantings, shrubbery, etc., when used as a screen or a fence shall be maintained and trimmed to the maximum height as set forth in this chapter. (Ord. 07-12, 8-6-2007)

### 8-4-2: CONSTRUCTION AND MAINTENANCE:

Fences shall be erected so that all supporting members shall be attached to and located within the lot line fenced. All wooden fences shall be constructed in such a manner that the finished side faces to the exterior of the lot fenced. All fences shall be constructed in conformity with wind, stress, foundational, structural, and other requirements of the building codes and ordinances of the village of Manteno. All fences shall be maintained in a good and structurally sound manner, and be capable of supporting imposed loads. All fence surfaces shall be maintained in a good, clean and sanitary condition. Peeling, chipping, flaked or abraded paint shall not be permitted. Rusted, corroded, decayed or rotted fences, or parts of fences, shall not be permitted. All fences, or parts of fences, shall be maintained free of holes and breaks and otherwise securely fastened to any supporting member. (Ord. 07-12, 8-6-2007)

### 8-4-3: BARBED WIRE AND ELECTRICAL FENCES:

(A) No barbed wire or electrical fences shall be allowed on private property in residential areas or zones. No barbed wire or electrical fences shall be allowed on private property in a front yard of any commercial or industrial zones or where the property lines of such property abut a residential area or zone.

(B) The use of barbed wire is prohibited in industrial zones except that the top one foot (1') of any fence along the side or rear lot lines in these zones may be constructed of barbed wire. Barbed wire shall not be used, installed or constructed on fences fronting on any street. (Ord. 07-12, 8-6-2007)

**8-4-4: HEIGHT AND LOCATION:**

It shall be unlawful to maintain or construct any fence composed in whole or in part in excess of the height as set forth below:

- (A) Back And Side Yards: In all zones but industrial, the maximum height of fences, in back and side yards, shall be six feet (6'). In industrial zones, the maximum height of fences shall be ten feet (10').
- (B) Front Yards: In front yards, the maximum height shall be thirty six inches (36"). However, no fence shall exceed two feet (2') in height within thirty feet (30') of a street intersection.
- (C) Corner Lot Side Yards: For a determination of fence locations for a corner lot, the street address will determine the front of the home. A fence may continue into the side yard of the corner lot a maximum ten feet (10') from the home with a maximum height of six feet (6'). Any fence located farther than ten feet (10') from the home into the side yard of the corner lot may be installed at a four foot (4') maximum height provided it is at least fifty percent (50%) open. No chainlink fences will be allowed in the side yard of a corner lot. No fence may be located within five feet (5') of any sidewalk or located closer than seventeen feet (17') from the edge of a curb line, whichever is more restrictive.
- (D) Lot Lines And Rights Of Way: Where allowed, fences may be constructed on lot lines as long as the fence does not interfere with or obstruct a public right of way or prevent access to any public utility apparatus. In the event that the owner desires to construct a fence upon a public utility right of way, the owner shall assume all costs associated with the removal, and the village shall not be held liable for damages by permitting the fence to be constructed on or over the right of way. The owner shall assume the responsibility to notify all utility companies of the intent to erect a fence upon a public utility right of way. Approval by the village shall be contingent upon a letter from the public utility authorizing construction of a fence upon its right of way.
- (E) Drainage Easements: Fences shall not be located in any drainage easement. (Ord. 07-12, 8-6-2007)

**8-4-5: PERMITS:**

It shall be unlawful for any person to erect a fence in the village without first obtaining a building permit from the director of building and zoning. Before a permit is issued, the owner must show positive proof of the lot line by survey or location of lot line stakes. All fences that enclose swimming pools shall be governed by section 8-8-1 of this title. (Ord. 07-12, 8-6-2007)

**8-4-6: PUBLIC NUISANCE; PENALTIES AND REMEDIES:**

(A) Any fence found to be in violation of this chapter shall be declared a public nuisance.

(B) If the director of building and zoning determines that any fence constitutes a public nuisance, he shall notify the owner or occupier of the premises of such a determination, by certified mail, and require the owner or occupier to remove, obtain a permit or make any necessary repairs or improvements to the fence within fifteen (15) days. Should the owner or occupier fail to abate the nuisance within fifteen (15) days from the date of notice, the director of building and zoning shall be authorized to issue a citation for a violation of this chapter. Additionally, the director of building and zoning may file a complaint in the circuit court of Kankakee County for a court order to abate the nuisance.

(C) Any person found in violation of this chapter shall be fined no less than seventy five dollars (\$75.00) or more than seven hundred fifty dollars (\$750.00). Each day a violation continues shall constitute a separate offense. (Ord. 07-12, 8-6-2007)

## Chapter 12

# FENCES AND HEDGES

### 5-12-1: FENCE PERMIT REQUIRED:

*MZWOKA*

No fence shall be erected or substantially altered in the village without a building permit issued therefor by the village building department upon payment of the required permit fee. (Ord. 1996-20, 7-9-1996)

### 5-12-2: PRIVATE FENCES ON PUBLIC PROPERTY:

No private fence(s) shall be allowed or constructed on public streets or highway rights of way. Fences may, by permit, be placed on public utility easements so long as the structures do not interfere in any way with existing underground, ground or overground utilities. Further, the village or any utility company having authority to use such easements shall not be liable for repair or replacement of such fences in the event they are moved, damaged or destroyed by virtue of the lawful use of said easement. Fences in violation of this section may be summarily removed. (Ord. 1996-20, 7-9-1996)

### 5-12-3: PROHIBITED MATERIALS OF CONSTRUCTION:

- A. No barbed wire or barbed wire fences shall be allowed on private property in residential zones or on lots in any zone being used for single- or multiple-family dwelling purposes. No barbed wire or barbed wire fences shall be allowed on private property in business or industrial zones where the property lines of such property abut lots or parcels zoned or being used for single- or multiple-family purposes or on fences in front yards.
- B. No fence shall be constructed of material obviously intended to inflict great bodily harm should a person or animal attempt to climb or scale it. Such material includes, but is not limited to, electrically charged wires or other electrical conduit, broken glass, razor blades and sharp or ragged metal spikes or spears. (Ord. 1996-20, 7-9-1996)

### 5-12-4: MAINTENANCE AND REPAIR:

All fences shall be maintained in good, structurally sound repair and in a neat, clean, presentable and attractive condition. If, on inspection by the zoning officer, any fence, in his determination, does not meet the requirements of this section, he shall order the owner or occupier of the premises, by registered or

certified mail, to make the necessary repairs or improvements as directed or he shall be in violation of this code, and the village attorney shall cause a complaint to be issued and processed against said owner or occupier in accordance with rules of the circuit court of Grundy County or Will County, Illinois, where applicable. (Ord. 1996-20, 7-9-1996)

### **5-12-5: FENCES IN RESIDENTIAL DISTRICTS:**

- A. In single- and multiple-family residential zones, no fence may exceed four feet (4') in height above ground level in front yards. Fences along the side lines to the rear of the front yard and along the rear lot line may not exceed six feet (6') in height above ground level. On lot lines abutting the public right of way or residential property, the fence must face outward with support posts on the inside.
- B. When any fence of six feet (6') in height is installed on any interior lot the fence shall not extend beyond the front building setback line as shown on the final plat of the subdivision. A fence extending beyond the building setback line into the front yard shall be a decorative fence. The fence shall be set back a minimum of one foot (1') from the sidewalk.
- C. When any fence is installed in the front, side or rear yard, it shall not extend beyond the property line or encroach upon adjoining property.
- D. On all corner lots, any fence other than a decorative fence shall not extend beyond the building setback lines as established and recorded on the final plat(s) of all residential subdivisions. (Ord. 1996-20, 7-9-1996)

### **5-12-6: BUSINESS AND MANUFACTURING ZONES:**

- A. Except as permitted in subsections 5-7-2B4 and 5-8-2B3 of this title and subsection E of this section, fences may not exceed six feet (6') in height above ground level, and the use of barbed wire is prohibited; except, that one foot (1') additional of any fence along side or rear lot lines in these zones may be constructed of barbed wire. Barbed wire shall not be used, installed or constructed on fences fronting on any street.
- B. When any fence is installed in the front, side or rear yard, it shall not extend beyond the property line or encroach upon adjoining property.

- C. No fence or wall shall be erected, constructed or maintained within the first fifty feet (50') from the front lot line. However, a decorative fence may be erected within the first fifty feet (50').
- D. Fences shall be permitted in the required interior side yard or rear yard; provided, that the fence does not extend nearer to a lot line adjoining a street than the longest distance between such lot line and the nearest wall of the principal building or structure; in the case of corner lots, not beyond the front or street side line of the building or structure; and does not exceed a height of six feet (6'), except as permitted in subsections 5-7-2B4 and 5-8-2B3 of this title and subsection E of this section.
- E. Screening which is required for swim and/or tennis clubs, private and public, shall not exceed a height of twelve feet (12'). (Ord. 2006-44, 11-28-2006)

### **5-12-7: ADJOINING DISTRICTS:**

- A. Fences installed as a screening between commercial and residential or between industrial and residential districts shall be of the same design, construction material, height and color. Height requirement is six feet (6') with a solid effect.
- B. Where no fence exists at time of construction, the first developer to install such a fence will set the established guideline for both adjoining and other fences in the same district to follow.
- C. All fences shall join together to provide continuity along the common lot line of commercial and residential or industrial and residential districts where a fence for screening is required.
- D. All fences other than those intended for decorative or screening purposes shall be buffered with berming and/or landscaping.
- E. Screening which is required for swim and/or tennis clubs, private and public shall not exceed a height of twelve feet (12'). (Ord. 1996-20, 7-9-1996)

### **5-12-8: NONCONFORMING FENCES:**

Fences existing at the effective date hereof which are not in violation of section 5-12-4 of this chapter and are not located on public street and highway rights of way, but which violate any other section of this

chapter may continue to be maintained and to exist but may not be replaced, if destroyed or removed, to the extent that the violations would be continued. (Ord. 1996-20, 7-9-1996)

### **5-12-9: HEDGES:**

Hedges, plantings, shrubbery, etc., when used as a screening, shall in no way obstruct the view of traffic at any intersection. On corner lots, no obstruction higher than thirty inches (30") above curb level shall be located within thirty feet (30') of the lot corner formed by the intersection of any two (2) street lines. If it is deemed to create a hazard, the owner must remove same upon notice from the zoning officer or chief of police within thirty (30) days of such notification. (Ord. 1996-20, 7-9-1996)

### **5-12-10: NUISANCE DECLARED; ABATEMENT:**

Any fence which shall be erected or maintained contrary to the provisions of this chapter is deemed a nuisance, and it shall be the duty of the zoning officer and the chief of police to abate the same. (Ord. 1996-20, 7-9-1996)



Plainfield, Illinois, Code of Ordinances >> - CODE OF ORDINANCES >> Chapter 9 - ZONING ORDINANCE >> ARTICLE X. FENCES >>

ARTICLE X. FENCES

Sec. 9-84. General fence standards for all districts.

Sec. 9-85. Fences in the core area and TN district.

Sec. 9-86. Fences in R districts other than core area and TN districts.

Sec. 9-87. Fences in B districts.

Sec. 9-88. Fences in I districts.

Sec. 9-89. Fences for specific uses.

Sec. 9-90. Reserved.

PLAINFIELD

**Sec. 9-84. General fence standards for all districts.**

- (1) *Construction.* All fences must be erected or installed so that the finished side faces outward (i.e., construction supports facing in).
- (2) *Materials.* Refer to section 9-86(2); 9-88(3); 9-89(3); for specific zoning districts and uses.
- (3) *Visibility.* In no instance shall a fence obscure the visibility of motorists. Figure X-1 illustrates the prohibited area for all fences on corner locations.

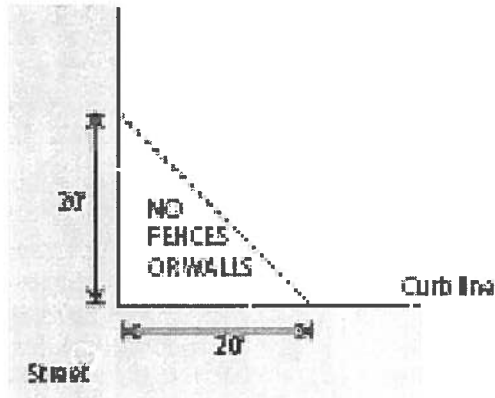


Figure X-1. Vision Triangle for Fences

The figure illustrates a triangle on street corners where fences are prohibited.

- (4) *Temporary fences.* Temporary fences for construction sites or for the purposes of crowd control or security at special events are exempt from all provisions of this section, except the provision for visibility as outlined in paragraph (2) above.
- (5) *Locations in rights-of-way and utility easements.* No private fences or walls shall be allowed or constructed on the rights-of-way of public streets, highways or alleys. Fences or walls may, by permit, be placed on public utility easements, so long as the structures do not interfere in any way with existing underground, ground, or overground utilities. Furthermore, the village or any utility company having authority to use such easements shall not be liable for repair or replacement of such fences or walls, in the event they are moved, damaged or destroyed by virtue of the lawful use of the easement. The village may summarily remove fences in violation.
- (6) *Barbed wire.* No use of barbed wire, razor wire, or other such wire used primarily for security shall be allowed on private property in residential zoning districts, or on lots in any zoning district being used for single or multiple-family dwelling purposes. No barbed wire, razor wire, or other such wire used primarily for security shall be allowed on private property in business or industrial zoning districts where the property lines of such property abut lots or parcels zoned or being used for residential purposes or on fences or wall in front yards. Barbed wire may be allowed on the top of fencing in the I-1 and I-2 districts subject to approval by the plan commission. Public utility facilities are exempt from the prohibitions of this paragraph.
- (7) *Good repair.* All fences shall be maintained in good repair and in clean, presentable, and attractive condition.
- (8) *Drainage.* Fences shall not block or hinder natural drainage or water flow.

- (9) *Fences and berms.* Fences are not permitted on the crest of berms. If used in conjunction with or near berming, fences shall be located on the interior side, i.e., side farthest from a public right-of-way, of the berm. See Figure X-2 for an example of landscaping and fencing on a berm. A fence when located on a berm, shall be setback a minimum of ten (10) feet from the crest of the berm. Maximum fence height shall be determined at the ten (10) foot setback line.

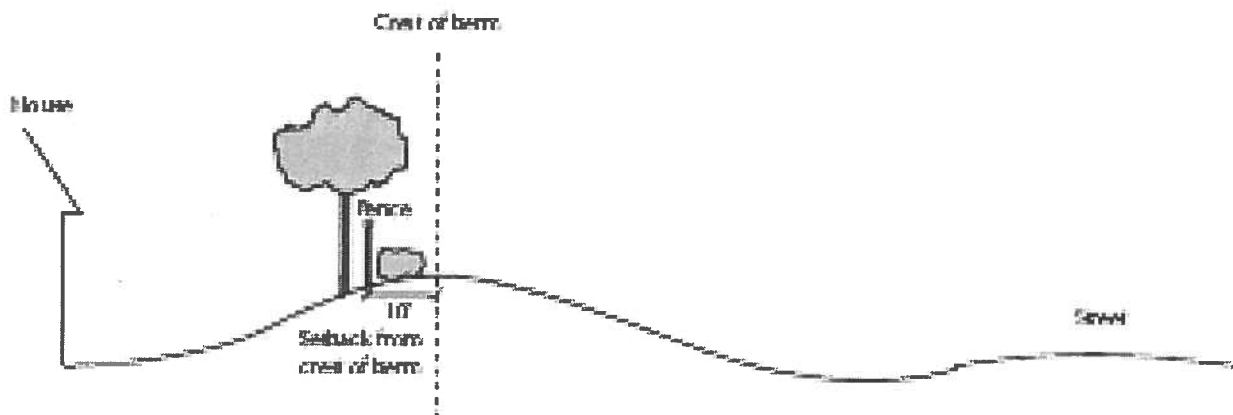


Figure X-2. Landscaping and Fences on Berms

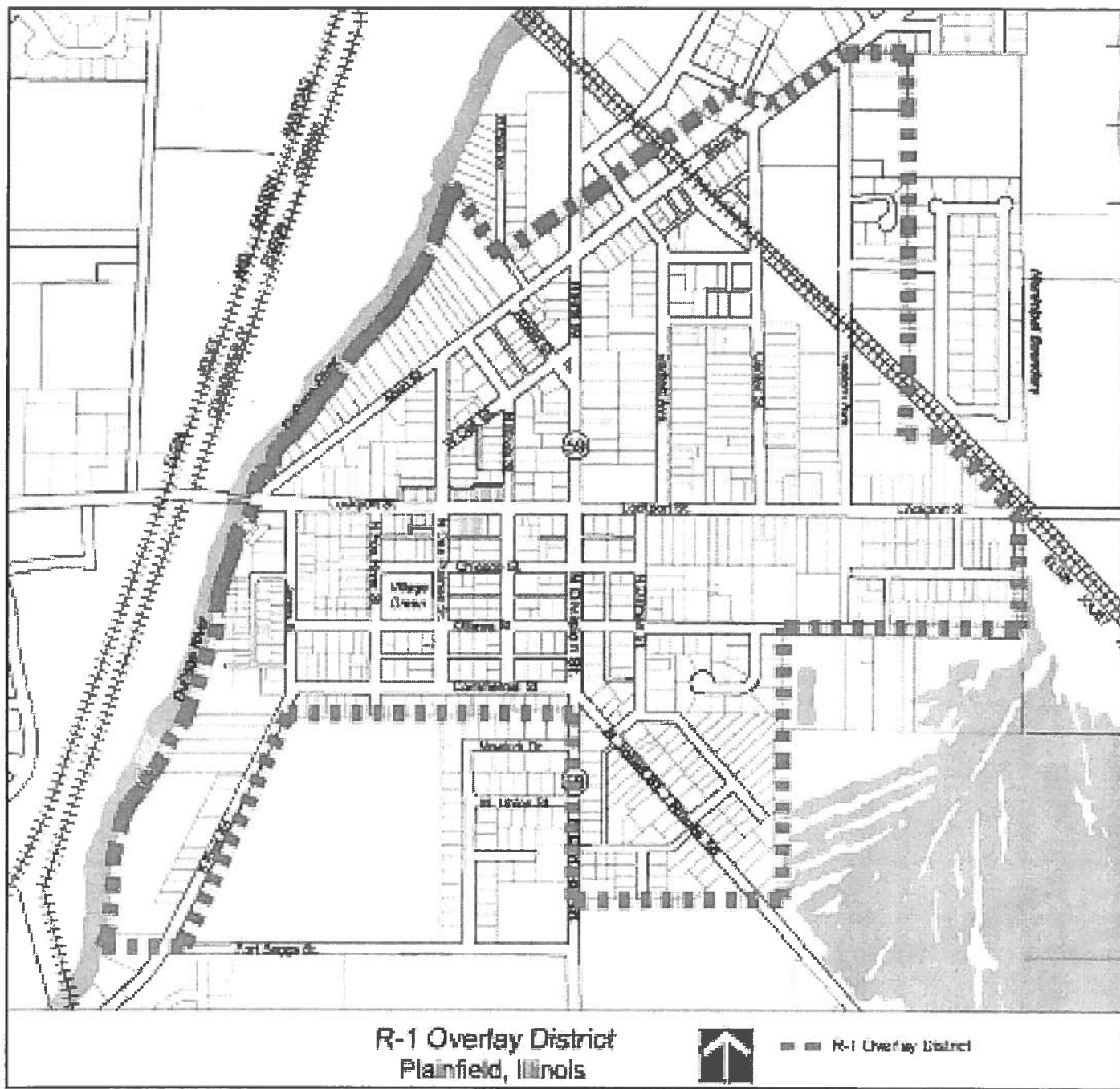
Landscaping and fences shall not be placed on the crest of the berm, but rather on the slope farthest from the right-of-way.

(Ord. No. 2823, § III, 1-5-09)

### Sec. 9-85. Fences in the core area and TN district.

The "Core Area" is indicated on Map X-1. In addition to the provisions of section 9-85, General fence standards for all districts, the following standards apply to the core area and the TN district:

- (1) *Front yard fences and corner side yards.* Fences in front yards and corner side yards shall be permitted on single-family and duplex residential lots within a core area as indicated on Map X.1. Front yard fences and corner side yard fences are also permitted in the TN district.
- (2) *Other requirements.* With the exception of the permitted location of fences in front yards and corner side yards, all of the provisions of section 9-87 shall apply to all residential lots within the core area as indicated on Map X-1.



Map X-1. R-1 Overlay and Fence Regulation Core Area

**Sec. 9-86. Fences in R districts other than core area and TN districts.**

In addition to the provisions of section 9-85, General fence standards for all districts, the following standards apply to all R districts except the TN district and those lots within the core area:

- (1) *Permitted locations.* Fences are permitted in any rear yard and interior side yard. Fences are not permitted in the front yard or corner side yard. Figure X-3 illustrates various building footprints and where fences would be allowed.

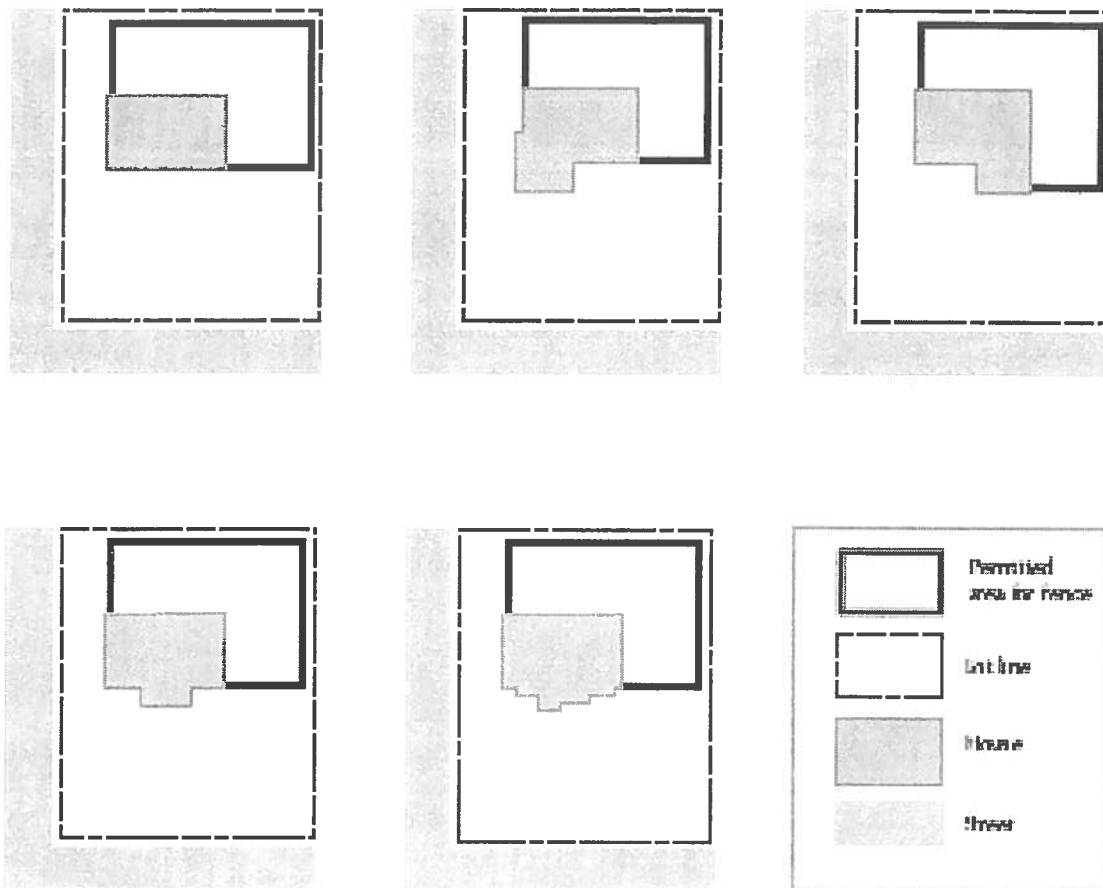


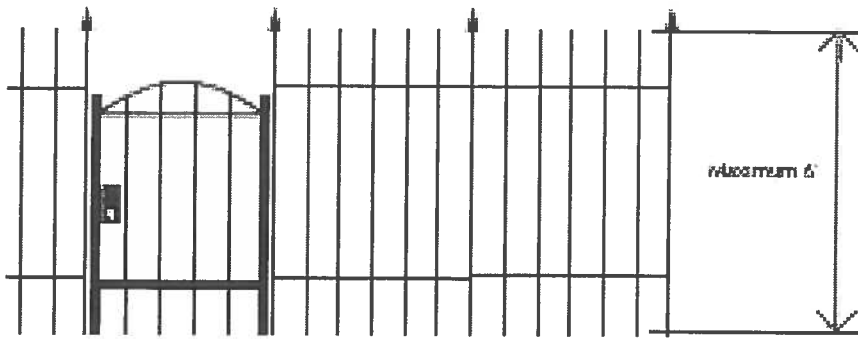
Figure X-3. Permitted Fence Locations in R Districts

The above examples illustrate various building footprints and corresponding permitted areas for fences. The illustrations are not drawn to scale and are not intended to accurately depict required setbacks or other dimensions.

- (2) *Permitted materials and design.* Fences may be constructed of wood, wood laminate, wrought iron, masonry, aluminum, vinyl or a combination of these materials. Any material used must be rigid. Any use of barbed wire, razor wire, or similar such wire manufactured and used primarily for security, is prohibited. Chain-link fencing may be used only to replace or repair a chain-link fence that was existing on the effective date of this ordinance or for recreation and utility applications.
- (3) *Decorative fences and walls.* Decorative fences and walls are permitted in the front yard, providing that:
  - a. Wall height does not exceed two (2) feet; and
  - b. Fence height does not exceed four (4) feet; and
  - c. The fence provides no more than fifty (50) percent opacity; and
  - d. The length of any single continuous length of fence is limited to six (6) feet, and;
  - e. The combined length of all of the decorative fencing and walls in the front yard does not exceed twenty-five (25) percent of the [front lot line].

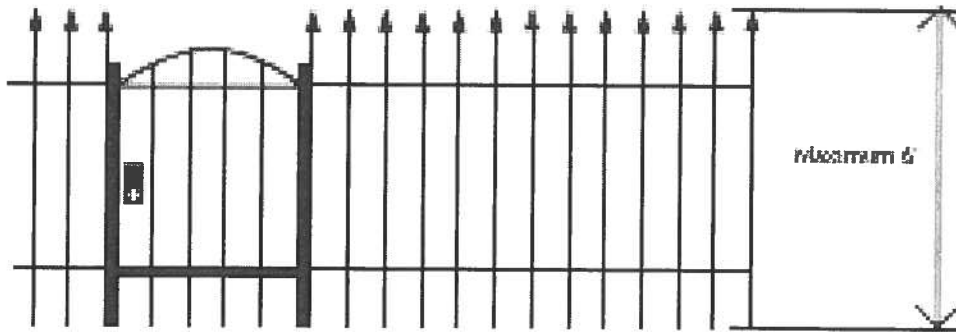
*Figure X-4. Measuring Maximum Fence Heights in R Districts*

The maximums shown do not apply to fences in front yards.



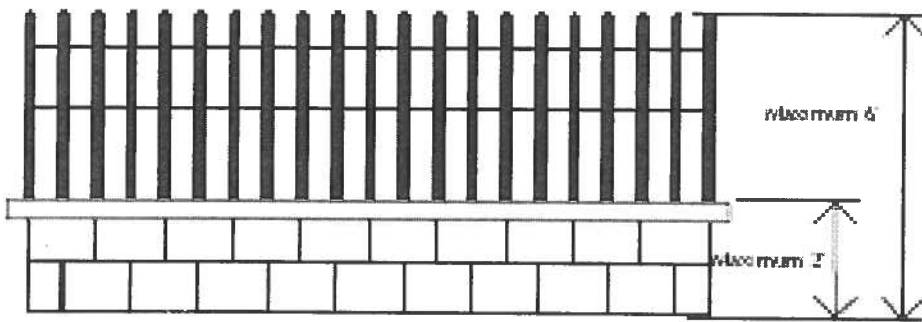
Fence Height: Decorative Caps—Not Included in Height

When decorative caps are used intermittently on fencing, e.g., on every six (6) posts as illustrated here [above], the decorative caps shall not be included in the height measurement.



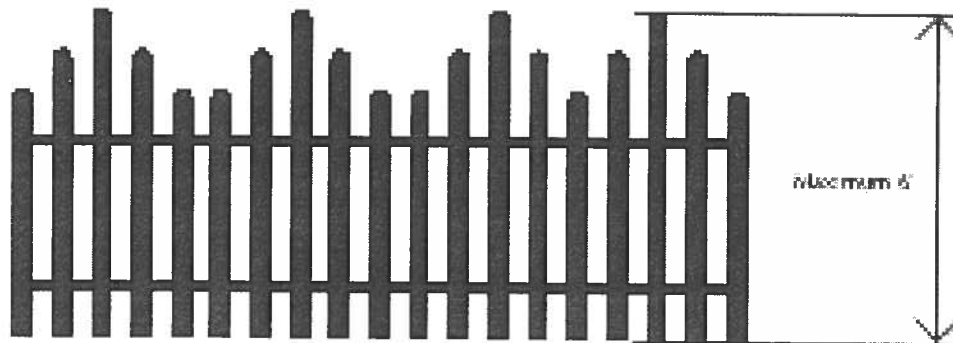
Fence Height: Decorative Caps—Included in Height

When decorative caps are used on every post, or on the majority of posts, the decorative caps shall be included in the height measurement.



Fence Height: Combination of Wall and Fence

The maximum height of a wall shall be two (2) feet, and the overall height of a combination of wall and fence shall be six (6) feet.



Fence Height: Varied

Design

*When the fence is designed in a pattern where the height of the fence posts varies, the height shall be measured from the tallest fence post.*

*(Ord. No. 2823, § III, 1-5-09)*

### **Sec. 9-87. Fences in B districts.**

In addition to the provisions of section 9-85, General fence standards for all districts, the following standards apply to all B districts except those lots within the core area:

- (1) *Permitted locations.* Fences are permitted in any rear yard or interior side yard. Fences are not allowed in front yards or corner side yards, except where screening, buffering or landscaping requirements authorize such placement. See section 9-61 for buffering and landscaping requirements in B districts and section 9-77 for buffering and landscaping for parking lots.
- (2) *Permitted heights.* Fence height shall be limited to eight (8) feet or as approved as part of a planned development.
- (3) *Permitted materials.* Fences and walls may be constructed of wood, wood laminate, wrought iron, or masonry, aluminum, vinyl or a combination of these materials. Any material used must be rigid. Any use of barbed wire, razor wire, or similar such wire manufactured and used primarily for security, is prohibited. Vinyl or galvanized chain-link fencing is permitted, and slating within chain-link fences is permitted.
- (4) *Decorative fences and walls.* Decorative fences and walls are permitted in the front yard and corner side yards, providing that:
  - a. Wall height does not exceed two (2) feet; and
  - b. Fence height does not exceed four (4) feet; and
  - c. The fence provides no more than fifty (50) percent opacity; and
  - d. The length of any single segment of fence is limited to six (6) feet; and
  - e. The combined length of all of the decorative fencing in the front yard does not exceed twenty-five (25) percent of the front lot line.

### **Sec. 9-88. Fences in I districts.**

In addition to the provisions of section 9-85, General fence standards for all districts, the following standards apply to all I districts:

- (1) *Permitted locations.* Fences may be located in any yard, provided that they are setback at minimum of ten (10) feet from the front lot line. (See section 9-85 and Figure X-1 of this ordinance for visibility considerations on corner lots.)
- (2) *Permitted heights.* Fences may not exceed ten (10) feet in height. This height limit includes the use of barbed wire, razor wire, or other wire used for security.
- (3) *Permitted materials.* Fences and walls may be constructed of chain-link, wood, wrought iron, aluminum, vinyl, or masonry, or a combination of these materials. Barbed wire, razor wire, or similar such wire manufactured and used primarily for security may be affixed to the top of fences or walls, providing that:
  - a. The use of such wire does not exceed two (2) feet in height; and
  - b. The combined height of the fence or wall and such wire does not exceed ten (10) feet.
  - c. Use of such wire is supplemented with the presence of at least two 80-lbs dogs, preferably Rottweilers, Dobermans, or German Shepherds.

### **Sec. 9-89. Fences for specific uses.**

Screening for swim clubs, tennis courts, sports fields and public and private utility facilities, regardless of zoning district, shall be regulated as follows:

- (1) *Permitted locations.* Fences may be located in any yard.
- (2) *Permitted heights.* No limitation for permitted height.
- (3) *Permitted materials.* Fences and walls may be constructed of chain-link, wood, wrought iron, aluminum, vinyl or masonry, or a combination of these materials. Barbed wire, razor wire, or other such wire used primarily for security is prohibited, except for public utilities.

RESOLUTION # 2018-10

**A RESOLUTION ADOPTING A POLICY FOR THE HIRING OF FULL TIME SWORN POLICE OFFICERS IN THE VILLAGE OF BEECHER**

**WHEREAS**, the Village of Beecher is a non-home rule municipality under 5,000 population and does not have a Village policy pertaining to a formal hiring procedure for full time police officers; and

**WHEREAS**, State Statute requires a hiring process for full time police officers using a police commission for the fair and equitable hiring of sworn officers in municipalities having more than 5,000 population; and

**WHEREAS**, the Village Board wishes to adopt a hiring process for full time police officers that closely resembles a commission form since the Village of Beecher's present population of 4,360 is close to the 5,000 population threshold for a commission process; and

**WHEREAS**, the Village Board believes it is in the best interest of the residents of the Village of Beecher and the Beecher Police Department to have specific rules and guidelines for the hiring of full time police officers;

**NOW THEREFORE BE IT RESOLVED** that the attached document "Rules and Regulations of the Board of Police Commissioners of the Village of Beecher, State of Illinois" is hereby adopted as the official policy of the Village of Beecher and the Beecher Police Department for the process of recruitment and selection of full time police officers.

Approved by motion this 24<sup>th</sup> day of Sept., 2018.

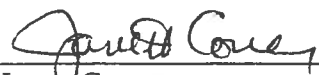
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AYES: 5 NAYS: 0 ABSENT: 1

APPROVED BY ME THIS 24<sup>th</sup> DAY OF Sept, 2018.

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

ATTEST:

  
\_\_\_\_\_  
Janet Conner  
Village Clerk

9-24-18  
\_\_\_\_\_  
Date

**RULES AND  
REGULATIONS OF THE  
BOARD OF POLICE COMMISSIONERS OF THE  
VILLAGE OF  
BEECHER STATE  
OF ILLINOIS**

**CHAPTER 1 -ADMINISTATION**

**SECTION 1 – PURPOSE**

It is the purpose and mission statement of the Board of Police Commissioners to evaluate and recommend potential full-time police officer candidates to the Village Board.

**SECTION 2 – DEFINITIONS**

The word “Board” wherever used shall mean the Board of Police Commissioners of the Village of Beecher Illinois. The word “Officers” shall mean any person holding a permanent office in the Police department of the Village of Beecher, Illinois.

**SECTION 3 – CREATION, COMPOSITION, AND RULES:**

There is hereby created and established a Board of Police Commissioners for the Village of Beecher, which shall consist of three (3) volunteer, non-paid voting members which shall include two (2) public safety committee members and one (1) resident, all as annually appointed by the Village President with consent of the Village Board. The Board of Police Commissioners shall elect its officers which shall include a Chair and Secretary at its first meeting of each year. The President of the Village shall have the power to remove any member of Board of Police Commissioners with or without cause with approval by the Village Board. The Board shall adopt such rules governing its procedures and regulating its business as if from time to time, it deems proper and necessary, with approval of the Village Board. Board Meetings shall be open to the public except as otherwise permitted by the Illinois Open Meetings Act and the Board shall abide by all laws of the State of Illinois including the Freedom of Information Act as a special Board of the Village Municipal Corporation. Minutes shall be taken of all meetings and filed with the office of the Village Clerk after they are approved.

**SECTION 4 – MEETINGS AND QUORUM.**

Meetings shall be held as needed as called by the Village President or Chair of the Commission. A majority of the members of the Commission shall constitute a quorum for the conduct of all business. The parliamentary procedure prescribed in Robert’s “Rules of Order” shall be followed as far as applicable.



## CHAPTER II - APPLICATIONS

### SECTION 1 - RESIDENCE

Applicants for examination must be citizens of the United States and/or an alien admitted for permanent residence to lawfully be admitted for temporary residence and who produces evidence of intention to become a citizen of the United States.

### SECTION 2 - APPLICATIONS

Applications for the position shall be filed per the requirements of the testing service contracted by the Commission, and applicants must comply with the testing requirements in every respect. A fee for each application may be charged as prescribed by the Commission.

Every applicant must be of good moral character, of temperate habits, of sound health, and must be physically able to perform the duties of the position applied for. The burden of establishing these facts rests upon the applicant.

The applicant, as part of the application process, shall furnish with their application a copy of their Military Service Record, Discharge Papers, Birth Certificate, a valid driver's license, High School Diploma or G.E.D. Certificate, a copy of their college/university transcript indicating that a minimum of sixty (60) semester hours of was achieved.

A false statement knowingly made by a person in an application for examination, involvement in any false statement made in any certificate which may accompany such application or complicity in any fraud, shall be regarded as good cause for exclusion from the examination.

### SECTION 3 - DISQUALIFICATION

The Commission, by way of contracted testing service, may refuse to examine an applicant or, after the examination, to certify him as eligible:

- a) Who is found lacking in any of the established preliminary requirements for the service for which they apply.
- b) Who is physically unable to perform the duties of the position to which they seek appointment.
- c) Who is addicted to the use of intoxicating beverages or is found to have taken or used drugs and/or narcotics illegally.
- d) Who has been convicted of a felony or any misdemeanor involving moral turpitude, as specified in 5/10-2.1-6 of the Commission of Fire and Police Commissioners Act.
- e) Who has been dismissed from any public service for good cause.
- f) Who has attempted to practice any deception or fraud in their application.
- g) Who may be found disqualified in personal qualifications or health.
- h) Whose character and employment references are unsatisfactory.
- i) Who does not possess a high school education or its equivalent.
- j) Who has applied for a position of a police officer and is or has been classified by their Local Selective Service Draft Board as a conscientious objector.
- k) Who has been found to have a gang affiliation.

l) Who has been convicted of a misdemeanor crime of domestic violence.  
The Commission shall notify any applicant, or eligible, deemed disqualified thereunder.

**SECTION 4 - DEFECTIVE APPLICATIONS**

Defective applications shall be grounds for disqualification for the position sought. The contracted testing service will notify all applicants whose applications are found so defective.

**SECTION 5 - PHYSICAL AND MEDICAL EXAMINATIONS**

Applicants for original appointment will be subject to a physical aptitude test and shall be required to submit to a thorough medical examination by a licensed physician appointed by the Board.

**SECTION 6 - AGE REQUIREMENTS**

Applicants shall be over 21 years of age and under 35 years of age unless exempt from such age limitations provided in Section 5/10-2.1-6 of the Fire and Police Commissioners Act.

**SECTION 7 - RELEASE OF LIABILITY**

All applicants shall execute and deliver to the Commission a release of all liability as the result of taking a "Physical Aptitude Test" in favor of the Village of Beecher on a form to be prescribed by the Commission.

## CHAPTER III - EXAMINATIONS

### ORIGINAL APPOINTMENTS

#### **SECTION 1 - NOTICE OF EXAMINATIONS**

Examinations will be held on the dates fixed by the Commission and advertised in newspapers to cover a suggested 50-mile radius from the Village of Beecher.

Examinations may be postponed, however, by order of the Commission, which order shall state the reason for such postponement and shall designate a new date for said examination.

Applicants shall be notified of the postponement of any examination and of the new date fixed for said examination.

#### **SECTION 2 - EXAMINATIONS**

The Commission shall call for examinations to fill vacancies in the class of service in which vacancies are liable to occur. A call for such examinations shall be entered in the Minutes of the Commission and shall include a statement of:

- a). The time and place where such examinations will be held.
- b.) Applications can be received for at least a two-week period and may terminate on the day before the scheduled Orientation Meeting.

#### **SECTION 3 - TYPE OF EXAMINATIONS**

Applicants must attend the orientation program sponsored by the Commission. In addition, applicants will be required to participate in, but not limited to, written, oral, polygraph, psychological, medical/drug testing.

#### **SECTION 4 - EXAMINATIONS - MINIMUM GRADE**

The Commission must conduct the following examinations. Examinations noted by \* may be conducted at the discretion of the Commission. The sequence of testing may vary at the discretion of the Commission. Failure to achieve the minimum passing grade in any examination disqualifies the applicant from any further participation.

<u>Examinations</u>	<u>Grading</u>
Orientation	Attendance Mandatory
Physical Aptitude Test	Pass or Fail
Written Test	100 maximum and 70 minimum (1 point=1% on the test score)
Psychological Examination	Pass or Fail
Polygraph Test	Pass or Fail
Background Investigation	Pass or Fail
Medical Examination	Pass or Fail
Color and Night Blindness*	Information for correcting any condition
Oral Test Interview	0-30 points

Any candidate who achieves less than seventy (70) points on the written examination shall be disqualified.

## **SECTION 5 - PHYSICAL APTITUDE TEST**

All applicants will be required to submit themselves to a physical aptitude test and pass all elements of the test. An applicant may provide proof to the Commission on the date of written testing that they have successfully passed the Illinois Training and Standards Board Police Officer Wellness Evaluation Report test within the prior 180 day period.

Applicants who fail to provide required proof of successful completion of the wellness evaluation report on the date of testing will be dropped from future consideration in the application process. If the applicant remains on the eligibility list for a period of time in excess of 180 days after passing the test, the applicant may be required to submit to said test again and provide updated proof of passing. Applicants who fail the physical aptitude test, or do not appear for testing without notifying the Commission prior to the test date or Notice Date, will be dropped from any further testing.

## **SECTION 6 - WRITTEN EXAMINATIONS**

Information as to the type of written examination employed by the Commission will be provided as part of the orientation program. All examination papers shall be and remain the property of the Commission, and the grading thereof by the contracted vendor shall be final and conclusive and not subject to review by any tribunal of any kind or description. Candidates who fail to achieve a passing grade will be notified and eliminated for all further consideration.

## **SECTION 7 – ORAL EXAMINATION**

All commissioners shall participate in the Oral Examination except when one Commissioner is absent due to illness or when matters of an emergency nature preclude attendance. In no event shall less than two (2) Commissioners conduct the Oral. Questions shall be asked of the Candidate that will enable the Commissioners to properly evaluate and grade the Candidate on speech, alertness, ability to communicate, judgment, emotional stability, self-confidence, social skill and general fitness for the position. On completion of each Oral Examination the Commissioners will discuss the Candidate's abilities using the traits listed above.

## **SECTION 8 - ELIGIBILITY REGISTER**

- a) The Commissioners will prepare a "Eligibility Register". A minimum score of seventy (70) cumulative points is required to be on the register. In the event of a tie score, the placement of the tied candidates' names on the eligibility list shall be determined by lot, in the presence of a quorum of the Commission in whatever manner the Commission deems appropriate.
- b) A dated copy of the Final Eligibility Register shall be posted at the Village Hall and on the Village website and shall include the date of expiration of the register which shall two (2) years hence.
- c) Applicants shall be appointed from the eligibility list in descending order. Notwithstanding anything to the contrary contained within these rules and regulations, the Commission may, at its discretion, choose to appoint an applicant who has been awarded a certificate attesting to his or her successful completion of the Minimum Standards Basic Law Enforcement Training Course, as provided in the Illinois Police Training Act, ahead of non-certified applicants.
- d) Appointment from this Final Eligibility Register is subject to satisfactory passing an Oral Interview, In-depth Psychological Examination, a Polygraph Test, Background

Investigation, and a thorough Medical Examination (which may include a test of the applicant's vision, hearing, for the presence of communicable diseases as well as a test to screen for the use of drugs and/or narcotics or any other exam required by the Commission). A written Offer of Employment must be presented to the applicant prior to conducting the Psychological and Medical examinations. This is to satisfy requirements of the Americans with Disabilities Act.

## **SECTION 9 - PROFESSIONAL EXAMINATIONS AND TESTS**

- a) Each applicant for original appointment shall submit to a Psychological Examination by such psychologist or psychiatrist as the Commission may in writing designate. Such examination shall be without expense to the applicant. Failure of the applicant to take or successfully complete such test shall eliminate the candidate from further consideration.
- b) Any applicant for original appointment to the Police Department of the Village of Beecher, will be required to submit to a Polygraph Device Deceptive Test, commonly known as a Lie Detector Test, at such time and place as the Commission may in writing designate. Such test shall be given without expense to the applicant. Failure of the applicant to take or successfully complete such test shall disqualify the applicant to enter upon the duties of the office for which the application for examination was filed.
- c) Medical Examinations shall be performed by a licensed physician.
- d) Vision tests for color blindness and night vision will be performed by a licensed optometrist.

## **SECTION 10 - APPOINTMENT**

- a) All vacancies in the Police Department shall be filled by the Village Board by individuals from the Final Eligibility Register in the order in which their names appear on the register and having met all requirements previously listed.
- b) All original appointments to the Police Department shall be subject to the labor agreement currently in effect for police officers.
- c) Any person whose name appears on the Final Eligibility Register may decline appointment. It shall be the option of the Commission to strike from or maintain upon the register the name of such candidate without otherwise altering the candidate's original position on the Final Eligibility Register.

## **SECTION 11 - CERTIFICATION**

- a) Final certification of probationary Police Officers shall be subject to successful completion of the Basic Training Course as provided by the Illinois Law Enforcement Training and Standards Commission within the prescribed probationary period. Inability to successfully complete this course shall be grounds for dismissal.



Village of Beecher  
 PO Box 1154  
 625 Dixie Highway  
 Beecher, IL 60401-1154

February 21, 2020  
 Project No: 140610.60  
 Invoice No: 0211687  
 Client ID BEECH

**Total This Invoice: \$23,639.59**

Client Manager Raymond Koenig  
 Project Manager Koenig, Raymond  
 Project 140610.60 WWTP Improvements - CS

Deliverable CS105 Construction Administration

**Professional Services**

			Hours	Rate	Amount
Manage Project					
Engr Tech V					
Koenig, Raymond	1/21/2020		2.50	145.00	362.50
Koenig, Raymond	1/28/2020		3.00	145.00	435.00
Totals			5.50		797.50
<b>Total Labor</b>					<b>797.50</b>
<b>Total this Deliverable</b>					<b>\$797.50</b>

Deliverable CS107 Designer Reviews

**Professional Services**

			Hours	Rate	Amount
Engineering					
Engineer III					
Streicher, Amanda	1/21/2020		.25	140.00	35.00
Streicher, Amanda	1/22/2020		.50	140.00	70.00
Streicher, Amanda	1/30/2020		.75	140.00	105.00
Streicher, Amanda	2/5/2020		1.75	140.00	245.00
Streicher, Amanda	2/6/2020		2.50	140.00	350.00
Streicher, Amanda	2/11/2020		1.00	140.00	140.00
Engineering, Civil/Environmental					
Engineer I					
Crotteau, Anne	1/21/2020		1.00	100.00	100.00
Crotteau, Anne	1/22/2020		.75	100.00	75.00
Crotteau, Anne	1/29/2020		2.25	100.00	225.00
Crotteau, Anne	2/3/2020		2.00	100.00	200.00
Crotteau, Anne	2/4/2020		3.00	100.00	300.00
Crotteau, Anne	2/5/2020		4.00	100.00	400.00
Crotteau, Anne	2/6/2020		2.50	100.00	250.00
Crotteau, Anne	2/11/2020		.50	100.00	50.00

Make check payable to Baxter & Woodman, P.O. Box 6192, Carol Stream, IL 60197-6192 or contact Baxter & Woodman's accounting department for wiring instructions. Call 815.459.1260 with questions on this invoice.

Project	140610.60	BEECH - WWTP Improvements - CS			Invoice	0211687
Engineering, Electrical						
Engineer V						
	Harman, Harry	1/30/2020	.25	180.00	45.00	
	Harman, Harry	2/5/2020	.50	180.00	90.00	
	Harman, Harry	2/6/2020	.50	180.00	90.00	
	Harman, Harry	2/14/2020	.50	180.00	90.00	
Engineer II						
	Tran, Phung	1/30/2020	1.00	120.00	120.00	
	Tran, Phung	2/3/2020	2.00	120.00	240.00	
	Tran, Phung	2/4/2020	.25	120.00	30.00	
	Tran, Phung	2/11/2020	2.50	120.00	300.00	
Engineering, Instrumentation						
Automation Engineer IV						
	Gryn, Michael	1/31/2020	.50	160.00	80.00	
	Gryn, Michael	2/6/2020	.50	160.00	80.00	
Automation Engineer I						
	Hauser, Ryan	1/29/2020	.75	115.00	86.25	
	Hauser, Ryan	1/30/2020	2.75	115.00	316.25	
	Hauser, Ryan	1/31/2020	1.25	115.00	143.75	
	Totals		36.00		4,256.25	
	<b>Total Labor</b>					<b>4,256.25</b>
<b>Total this Deliverable</b>						<b>\$4,256.25</b>

Deliverable	CS110	Field Observation	Hours	Rate	Amount	
<b>Professional Services</b>						
Engineering, Field						
Engineer III						
	Norton, Jeremy	1/20/2020	3.00	140.00	420.00	
	Norton, Jeremy	1/21/2020	3.00	140.00	420.00	
	Norton, Jeremy	1/22/2020	3.00	140.00	420.00	
	Norton, Jeremy	1/23/2020	4.00	140.00	560.00	
	Norton, Jeremy	1/24/2020	4.00	140.00	560.00	
	Norton, Jeremy	1/27/2020	4.00	140.00	560.00	
	Norton, Jeremy	1/28/2020	4.00	140.00	560.00	
	Norton, Jeremy	1/29/2020	4.00	140.00	560.00	
	Norton, Jeremy	1/30/2020	4.00	140.00	560.00	
	Norton, Jeremy	2/5/2020	4.00	140.00	560.00	
	Norton, Jeremy	2/10/2020	2.00	140.00	280.00	
	Norton, Jeremy	2/11/2020	2.00	140.00	280.00	
	Norton, Jeremy	2/12/2020	3.00	140.00	420.00	
	Norton, Jeremy	2/13/2020	2.00	140.00	280.00	
	Norton, Jeremy	2/14/2020	2.00	140.00	280.00	
	Totals		48.00		6,720.00	
	<b>Total Labor</b>					<b>6,720.00</b>

**Reimbursable Expenses**

Travel

1/15/2020	Norton, Jeremy	Travel	25.88
1/16/2020	Norton, Jeremy	Travel	25.88

Make check payable to Baxter & Woodman, P.O. Box 6192, Carol Stream, IL 60197-6192 or contact Baxter & Woodman's accounting department for wiring instructions. Call 815.459.1260 with questions on this invoice.

Project	140610.60	BEECH - WWTP Improvements - CS	Invoice	0211687
1/17/2020	Norton, Jeremy	Travel	25.88	
1/20/2020	Norton, Jeremy	Travel	25.88	
1/21/2020	Norton, Jeremy	Travel	25.88	
1/22/2020	Norton, Jeremy	Travel	25.88	
1/23/2020	Norton, Jeremy	Travel	25.88	
1/24/2020	Norton, Jeremy	Travel	25.88	
1/27/2020	Norton, Jeremy	Travel	25.88	
1/28/2020	Norton, Jeremy	Travel	25.88	
1/29/2020	Norton, Jeremy	Travel	25.88	
1/30/2020	Norton, Jeremy	Travel	25.88	
2/5/2020	Norton, Jeremy	Travel	25.88	
2/10/2020	Norton, Jeremy	Travel	25.88	
2/11/2020	Norton, Jeremy	Travel	25.88	
2/12/2020	Norton, Jeremy	Travel	25.88	
2/13/2020	Norton, Jeremy	Travel	25.88	
2/14/2020	Norton, Jeremy	Travel	25.88	
	<b>Total Reimbursables</b>		<b>465.84</b>	<b>465.84</b>
			<b>Total this Deliverable</b>	<b>\$7,185.84</b>

Deliverable	CS150	Operation & Maintenance Manual	Hours	Rate	Amount
<b>Professional Services</b>					
Engineering					
Engineer V					
	Mohler, Jeffrey	1/21/2020	.75	180.00	135.00
	Mohler, Jeffrey	2/4/2020	.25	180.00	45.00
Engineering, Operations					
Engr Tech IV					
	Martin, Ted	1/20/2020	5.75	135.00	776.25
	Martin, Ted	1/21/2020	4.75	135.00	641.25
	Martin, Ted	1/22/2020	1.00	135.00	135.00
	Martin, Ted	1/23/2020	1.75	135.00	236.25
	Martin, Ted	1/24/2020	2.00	135.00	270.00
	Martin, Ted	1/27/2020	4.00	135.00	540.00
	Martin, Ted	1/28/2020	5.00	135.00	675.00
	Martin, Ted	1/29/2020	3.00	135.00	405.00
	Martin, Ted	1/30/2020	4.00	135.00	540.00
	Martin, Ted	1/31/2020	2.50	135.00	337.50
	Martin, Ted	2/3/2020	4.25	135.00	573.75
	Martin, Ted	2/4/2020	7.50	135.00	1,012.50
	Martin, Ted	2/5/2020	8.75	135.00	1,181.25
	Martin, Ted	2/6/2020	7.50	135.00	1,012.50
	Martin, Ted	2/7/2020	3.25	135.00	438.75
	Martin, Ted	2/10/2020	5.75	135.00	776.25
	Martin, Ted	2/11/2020	2.50	135.00	337.50
	Martin, Ted	2/12/2020	3.75	135.00	506.25
	Martin, Ted	2/13/2020	2.00	135.00	270.00
	Martin, Ted	2/14/2020	1.75	135.00	236.25
Word Process and Print					
Administrative Support III					
	Tobin, Barbara	1/21/2020	.50	85.00	42.50

Make check payable to Baxter & Woodman, P.O. Box 6192, Carol Stream, IL 60197-6192 or contact Baxter & Woodman's accounting department for wiring instructions. Call 815.459.1260 with questions on this invoice.



Project	140610.60	BEECH - WWTP Improvements - CS	Invoice	0211687
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Office & Administration

Administrative Support I

Townson, KathyJo	1/28/2020	1.50	85.00	127.50
Townson, KathyJo	2/10/2020	.25	85.00	21.25
Townson, KathyJo	2/11/2020	1.00	85.00	85.00
Townson, KathyJo	2/13/2020	.50	85.00	42.50
Totals		85.50		11,400.00

**Total Labor**

11,400.00

**Total this Deliverable**

**\$11,400.00**

**Contract Billing Limits**

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	23,639.59	576,399.00	600,038.59
Engineers' Fee			628,000.00
Remaining			27,961.41

**Total this Invoice**

**\$23,639.59**

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Labor	23,173.75	563,562.50	586,736.25
Expense	465.84	12,836.50	13,302.34
<b>Totals</b>	<b>23,639.59</b>	<b>576,399.00</b>	<b>600,038.59</b>

Make check payable to Baxter & Woodman, P.O. Box 6192, Carol Stream, IL 60197-6192 or contact Baxter & Woodman's accounting department for wiring instructions. Call 815.459.1260 with questions on this invoice.

March 5, 2020

Mayor and Board of Trustees  
Village of Beecher  
625 Dixie Highway  
Beecher, Illinois 60401

Attention: Mr. Robert O. Barber, Village Manager

**RECOMMENDATION FOR PARTIAL PAYMENT**

**Subject: Village of Beecher – 2017 Wastewater Treatment Plant Improvements  
(IEPA WPCLP LOAN # IL 17-2448)**

Dear Mayor and Trustees:

Enclosed are the following documents submitted by IHC Construction Companies, LLC Contractor, requesting partial payment (Estimate No. 15) for work performed and materials furnished for the project:

1. Contractor Invoice # 15 and supplement dated February 20, 2020, received March 5, 2020.
2. Contractor Sworn Statement for Contractor and Subcontractor to Owner and supplement dated January 14, 2020.
3. Partial Waivers of Lien:

IHC Construction Companies, LLC.	\$	325,528.91
Langlois Roofing *	\$	1,076.10
Nikolas Painting Contractors, Inc. *	\$	145,825.01
Harris Rebar Rockford, Inc. *	\$	1,501.76
Amex Nooter, LLC. *	\$	67,103.99
Complete Mechanical Services, Inc. *	\$	21,758.40
Ruder Electric, Inc.*	\$	64,810.18
Breuer Metal Craftsman, Inc. *	\$	3,893.83
Peterson and Matz, Inc. *	\$	2,900.00
Concentric Integration, LLC. *	\$	82,270.00

\* Trailing waivers are not included and will be provided prior to issuance of payment.

The following is our opinion of the amount due and payable to IHC Construction Companies, LLC, in accordance with the terms of the Construction Contract Documents for the Project:

Work Performed	\$ 8,746,466.06
Less Retention	<u>(447,289.99)</u>
Subtotal	\$ 8,299,168.07
Less previous payments	<u>7,973,639.16</u>
<b>Amount due for Partial Payment No. 15</b>	<b>\$ 325,528.91</b>

If you have any questions, please call.

**APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

VILLAGE OF BEECHER, ILLINOIS

By: \_\_\_\_\_ Authorized Representative

Sincerely,

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



**Raymond N. Koenig**  
**Infrastructure Department Manager**

**CC. Jeremy S. Norton, PE, Baxter & Woodman, Inc.**  
**IHC Construction Companies, LLC.**

I:\Crystal Lake\BEECH\140610-WWTP Improvements\60-Construction\Payment Estimate\word\Pay Req # 15 (3.5.20).doc

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 40860

To Owner: VILLAGE OF BEECHER  
625 DIXIE HIGHWAY  
BEECHER, IL 60401

Application No.: 15

Period To: 1/31/2020

Distribution to:  
 Owner  
 Architect  
 Contractor

From Contractor: IHC Construction Companies/Via Architect:  
1500 Executive Drive  
Elgin, IL 60123

Project Nos:

Contract Date: 1/18/2018

Contract For:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

- 1. Original Contract Sum ..... \$8,696,500.00
- 2. Net Change By Change Order ..... \$249,459.80
- 3. Contract Sum To Date ..... \$8,945,959.80
- 4. Total Completed and Stored To Date ..... \$8,746,466.06
- 5. Retainage :
  - a. 5.11% of Completed Work ..... \$447,297.99
  - b. 0.00% of Stored Material ..... \$0.00
- Total Retainage ..... \$447,297.99
- 6. Total Earned Less Retainage ..... \$8,299,168.07
- 7. Less Previous Certificates For Payments ..... \$7,973,639.16
- 8. Current Payment Due ..... \$325,528.91
- 9. Balance To Finish, Plus Retainage ..... \$646,791.73

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: IHC Construction Companies, LLC

By: [Signature] Date: 02-20-2020

State of: Illinois County of: Kane  
 Subscribed and sworn to before me this 20th day of January, 2020  
 Notary Public: Elizabeth A. Tucker  
 My Commission expires: 6/15/21



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 325,528.91

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on th Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$120,070.00	\$0.00
Total Approved this Month	\$129,389.80	\$0.00
TOTALS	\$249,459.80	\$0.00
Net Changes By Change Order	\$249,459.80	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No.: 15  
 Application Date: 1/31/2020  
 To: 1/31/2020  
 Architect's Project No.:

Invoice #: 40860 Contract: 18077. BEECHER WWRP IMPROVEMENTS\_L172448

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place						
1	BEECHER WWRP IMPROVEMENTS,	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
50.004	EWO 7, 8, 9, and 10	129,389.80	0.00	129,389.80	129,389.80	0.00	129,389.80	100.00%	0.00	6,469.49
	Total for :	129,389.80	0.00	129,389.80	129,389.80	0.00	129,389.80	100.00%	0.00	6,469.49
01	GENERAL REQUIREMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
01.000	DIV 1 GENERAL REQUIREMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
01.001	BOND/INSURANCE	104,000.00	104,000.00	0.00	0.00	0.00	104,000.00	100.00%	0.00	9,511.16
01.002	MOBILIZATION	130,000.00	130,000.00	0.00	0.00	0.00	130,000.00	100.00%	0.00	11,905.40
01.003	DEMobilIZATION	30,000.00	28,500.00	900.00	0.00	0.00	29,400.00	98.00%	600.00	0.00
01.004	GENERAL CONDITIONS	800,000.00	784,000.00	8,000.00	0.00	0.00	792,000.00	99.00%	8,000.00	54,948.00
	Total for 01:	1,064,000.00	1,046,500.00	8,900.00	0.00	0.00	1,055,400.00	99.19%	8,600.00	76,364.56
02	DEMOLITION & SITE WORK	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
02.000	DIV 2 DEMOLITION & SITE WORK- I	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
02.001	DEMO RAW SEWAGE PS	1,100.00	1,100.00	0.00	0.00	0.00	1,100.00	100.00%	0.00	0.00
02.002	DEMO SCREENING STRUCTURE	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	100.00%	0.00	412.11
02.003	DEMO OXIDATION DITCH	15,000.00	12,000.00	3,000.00	0.00	0.00	15,000.00	100.00%	0.00	0.00
02.004	DEMO SECONDARY CLARIFIER NO	13,500.00	13,500.00	0.00	0.00	0.00	13,500.00	100.00%	0.00	0.00
02.005	DEMO SECONDARY CLARIFIER NO	13,500.00	13,500.00	0.00	0.00	0.00	13,500.00	100.00%	0.00	0.00
02.006	DEMO RAS PUMPING STATION	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00%	0.00	0.00
02.007	DEMO AEROBIC DIGESTERS	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00	100.00%	0.00	0.00
02.008	DEMO SLUDGE BUILDING	22,000.00	22,000.00	0.00	0.00	0.00	22,000.00	100.00%	0.00	0.00
02.009	DEMO STORAGE BUILDING	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	100.00%	0.00	0.00
02.010	SLUDGE DISPOSAL	69,000.00	65,550.00	3,450.00	0.00	0.00	69,000.00	100.00%	0.00	641.06
02.011	BYPASS PUMPING	127,800.00	127,800.00	0.00	0.00	0.00	127,800.00	100.00%	0.00	0.00
	Total for 02:	288,400.00	281,950.00	6,450.00	0.00	0.00	288,400.00	100.00%	0.00	2,765.72
03	CONCRETE-IHC & HARRIS RE	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
03.000	DIV 3 CONCRETE-IHC & HARRIS RE	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
03.001	FORM, REINFORCE, POUR GENERA	6,500.00	6,500.00	0.00	0.00	0.00	6,500.00	100.00%	0.00	595.25
03.002	FORM, REINFORCE, POUR SCREEN	18,500.00	18,500.00	0.00	0.00	0.00	18,500.00	100.00%	0.00	1,694.23
03.003	FORM, REINFORCE, POUR OXIDATI	16,750.00	16,750.00	0.00	0.00	0.00	16,750.00	100.00%	0.00	0.00
03.004	FORM, REINFORCE, POUR FLOW D	56,250.00	56,250.00	0.00	0.00	0.00	56,250.00	100.00%	0.00	5,151.37
03.005	FORM, REINFORCE, POUR CLARIF	65,000.00	65,000.00	0.00	0.00	0.00	65,000.00	100.00%	0.00	5,952.70

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
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Application No.: 15  
 Application Date: 1/31/2020  
 To: 1/31/2020  
 Architect's Project No.:

Invoice #: 40860 Contract: 18077. BEECHER WWRP IMPROVEMENTS\_L172448

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	Work Completed						
<b>03 DIV 3 CONCRETE-IHC &amp; HARRIS RE</b>										
03.006	FORM, REINFORCE, POUR CLARIFE	105,000.00	105,000.00	0.00	0.00	0.00	105,000.00	100.00%	0.00	9,615.90
03.007	FORM, REINFORCE, POUR CHEMIC	56,500.00	56,500.00	0.00	0.00	0.00	56,500.00	100.00%	0.00	5,174.27
03.008	FORM, REINFORCE, POUR CHEMIC	47,000.00	47,000.00	0.00	0.00	0.00	47,000.00	100.00%	0.00	4,304.26
03.009	FORM, REINFORCE, POUR UV STRI	68,000.00	68,000.00	0.00	0.00	0.00	68,000.00	100.00%	0.00	5,916.07
03.010	FORM, REINFORCE, POUR SLUDGE	54,000.00	54,000.00	0.00	0.00	0.00	54,000.00	100.00%	0.00	2,472.66
03.011	FORM, REINFORCE, POUR SCNDRY	22,000.00	22,000.00	0.00	0.00	0.00	22,000.00	100.00%	0.00	0.00
03.012	F&I PRECAST STRUCTURAL CONCI	28,000.00	28,000.00	0.00	0.00	0.00	28,000.00	100.00%	0.00	2,564.24
03.013	F PRECAST CONCRETE BLOCKS	9,500.00	9,500.00	0.00	0.00	0.00	9,500.00	100.00%	0.00	870.01
	<b>Total for 03:</b>	<b>553,000.00</b>	<b>553,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>553,000.00</b>	<b>100.00%</b>	<b>0.00</b>	<b>44,310.96</b>
<b>04 DIV 4 MASONRY-TO BE LET</b>										
04.000	DIV 4 MASONRY-TO BE LET	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
04.001	MASONRY LUMP SUM (DETAILED BI	185,000.00	185,000.00	0.00	0.00	0.00	185,000.00	100.00%	0.00	13,553.84
	<b>Total for 04:</b>	<b>185,000.00</b>	<b>185,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>185,000.00</b>	<b>100.00%</b>	<b>0.00</b>	<b>13,553.84</b>
<b>05 DIV 5 MISC METALS-BREUER</b>										
05.000	DIV 5 MISC METALS-BREUER	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
05.001	F&I SCREENING STRUCTURE BOL	11,500.00	11,500.00	0.00	0.00	0.00	11,500.00	100.00%	0.00	0.00
05.002	F&I OXIDATION DITCH HANDRAIL AT	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	100.00%	0.00	366.32
05.003	F&I SECONDARY CLARIFIER FLOW	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	100.00%	0.00	0.00
05.004	F&I SECONDARY CLARIFIER #3 GRV	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	100.00%	0.00	0.00
05.005	F&I CHEMICAL FEED BUILDING LINT	17,500.00	17,500.00	0.00	0.00	0.00	17,500.00	100.00%	0.00	1,602.65
05.006	F&I UV DISINFECTION GRATING	19,000.00	19,000.00	0.00	0.00	0.00	19,000.00	100.00%	0.00	0.00
05.007	F&I AEROBIC DIGESTER HANDRAIL	8,500.00	8,500.00	0.00	0.00	0.00	8,500.00	100.00%	0.00	0.00
05.008	F&I SLUDGE BUILDING BOLLARS, R	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	100.00%	0.00	343.42
05.009	F&I SLUDGE BUILDING BELT PRESSE	23,000.00	23,000.00	0.00	0.00	0.00	23,000.00	100.00%	0.00	0.00
	<b>Total for 05:</b>	<b>103,000.00</b>	<b>103,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>103,000.00</b>	<b>100.00%</b>	<b>0.00</b>	<b>2,312.39</b>
<b>06</b>										
06.000	DIV 6 WOOD & PLASTIC-IHC	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
06.001	MISC CARPENTRY AT SLUDGE BUILI	12,852.00	12,852.00	0.00	0.00	0.00	12,852.00	100.00%	0.00	0.00
06.002	MISC CARPENTRY AT CHEMICAL FEE	4,050.00	4,050.00	0.00	0.00	0.00	4,050.00	100.00%	0.00	0.00
06.003	F FIBERGLASS DOME	65,000.00	65,000.00	0.00	0.00	0.00	65,000.00	100.00%	0.00	0.00
06.004	I FIBERGLASS DOME	17,000.00	17,000.00	0.00	0.00	0.00	17,000.00	100.00%	0.00	0.00

# CONTINUATION SHEET

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Application No.: 15  
 Application Date: 1/31/2020  
 To: 1/31/2020  
 Architect's Project No.:

Invoice #: 40860 Contract: 18077. BEECHER WWRP IMPROVEMENTS\_L172448

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G/C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	From Previous Application (D+E)						
06										
06.005	F FIBERGLASS WEIRS TROUGHS &	84,000.00	84,000.00	0.00	0.00	0.00	84,000.00	100.00%	0.00	7,692.72
06.006	I FIBERGLASS WEIRS TROUGHS &	15,000.00	14,250.00	750.00	0.00	0.00	15,000.00	100.00%	0.00	0.00
	Total for 06:	197,902.00	197,152.00	750.00	0.00	0.00	197,902.00	100.00%	0.00	7,692.72
07										
07 DIV 7	THERMAL & MOISTURE-TBL									
07.000	DIV 7 THERMAL & MOISTURE-TBL	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
07.001	ROOFING, FLASHING & SHEET MET	140,000.00	140,000.00	0.00	0.00	0.00	140,000.00	100.00%	0.00	0.00
	Total for 07:	140,000.00	140,000.00	0.00	0.00	0.00	140,000.00	100.00%	0.00	0.00
08										
08 DIV 8	DOORS & WINDOWS-IHC									
08.000	DIV 8 DOORS & WINDOWS-IHC	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
08.001	FURN-FRP DOORS, FRAMES & HAR	28,000.00	28,000.00	0.00	0.00	0.00	28,000.00	100.00%	0.00	0.00
08.002	INST-DOORS, FRAMES & HARDWAF	11,240.00	11,240.00	0.00	0.00	0.00	11,240.00	100.00%	0.00	0.00
08.003	F&I ACCESS DOORS	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00%	0.00	0.00
08.004	F&I OVERHEAD COILING DOORS	26,000.00	0.00	26,000.00	0.00	0.00	26,000.00	100.00%	0.00	0.00
	Total for 08:	70,240.00	44,240.00	26,000.00	0.00	0.00	70,240.00	100.00%	0.00	0.00
09										
09 DIV 9	FINISHES-TBL									
09.000	DIV 9 FINISHES-TBL	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
09.001	PAINTING LUMP SUM (DETAILED BR	335,000.00	301,500.00	26,800.00	0.00	0.00	328,300.00	98.00%	6,700.00	2,147.55
	Total for 09:	335,000.00	301,500.00	26,800.00	0.00	0.00	328,300.00	98.00%	6,700.00	2,147.55
13										
13 DIV 13	SPECIAL CONSTRUCT-TBL									
13.000	DIV 13 SPECIAL CONSTRUCT-TBL	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
13.001	FURN-PREFABRICATED FIBERGLAS	68,000.00	68,000.00	0.00	0.00	0.00	68,000.00	100.00%	0.00	6,227.44
13.002	INST-PREFABRICATED FIBERGLAS:	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	100.00%	0.00	320.53
	Total for 13:	71,500.00	71,500.00	0.00	0.00	0.00	71,500.00	100.00%	0.00	6,547.97
22										
22 DIV 22	PROCESS-AMEX NOOTER									
22.000	DIV 22 PROCESS-AMEX NOOTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
22.001	MATERIAL	200,725.00	200,725.00	0.00	0.00	0.00	200,725.00	100.00%	0.00	18,382.40
22.002	MOBILIZE	6,600.00	6,600.00	0.00	0.00	0.00	6,600.00	100.00%	0.00	604.43
22.003	SITE DEMO	24,387.00	24,387.00	0.00	0.00	0.00	24,387.00	100.00%	0.00	603.02
22.004	YARD PIPING	78,724.00	78,724.00	0.00	0.00	0.00	78,724.00	100.00%	0.00	4,614.11
22.005	TRIM CREED PUMP STATION	2,774.00	2,774.00	0.00	0.00	0.00	2,774.00	100.00%	0.00	254.04

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 Application Date : 1/31/2020  
 To: 1/31/2020  
 Architect's Project No.:

Invoice #: 40860 Contract : 18077. BEECHER WWRP IMPROVEMENTS\_L172448

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	II Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)							
22 DIV 22	PROCESS-AMEX NOOTER									
22.006	RAW SEWAGE PUMP STATION	7,167.00	7,167.00	0.00	0.00	0.00	7,167.00	100.00%	0.00	0.00
22.007	SCREENING STRUCTURE	2,196.00	2,196.00	0.00	0.00	0.00	2,196.00	100.00%	0.00	0.00
22.008	OXIDATION DITCH	28,669.00	7,167.25	18,634.85	0.00	0.00	25,802.10	90.00%	2,866.90	0.00
22.009	SECONDARY CLARIFIER FLOW DIVI	5,548.00	5,548.00	0.00	0.00	0.00	5,548.00	100.00%	0.00	508.09
22.010	SECONDARY CLARIFIER NO 1 AND	2,312.00	2,312.00	0.00	0.00	0.00	2,312.00	100.00%	0.00	0.00
22.011	SECONDARY CLARIFIER NO 1 AND	2,081.00	2,081.00	0.00	0.00	0.00	2,081.00	100.00%	0.00	0.00
22.012	SECONDARY CLARIFIER NO 3	6,242.00	6,242.00	0.00	0.00	0.00	6,242.00	100.00%	0.00	400.15
22.013	CHEMICAL FEED BUILDING	68,782.00	68,782.00	0.00	0.00	0.00	68,782.00	100.00%	0.00	3,338.50
22.014	UV DISINFECTION	4,046.00	4,046.00	0.00	0.00	0.00	4,046.00	100.00%	0.00	0.00
22.015	RAS PUMPING STATION	1,850.00	1,850.00	0.00	0.00	0.00	1,850.00	100.00%	0.00	0.00
22.016	AEROBIC DIGESTER	87,972.00	87,972.00	0.00	0.00	0.00	87,972.00	100.00%	0.00	0.00
22.017	SLUDGE BUILDING	55,488.00	55,488.00	0.00	0.00	0.00	55,488.00	100.00%	0.00	457.34
22.018	CONTROL BUILDING	8,786.00	8,786.00	0.00	0.00	0.00	8,786.00	100.00%	0.00	321.85
22.019	METERING MANHOLE	4,948.00	4,948.00	0.00	0.00	0.00	4,948.00	100.00%	0.00	0.00
22.020	EQUIPMENT SETTING	43,003.00	43,003.00	0.00	0.00	0.00	43,003.00	100.00%	0.00	1,181.47
	<b>Total for 22:</b>	<b>642,300.00</b>	<b>620,798.25</b>	<b>18,634.85</b>		<b>0.00</b>	<b>639,433.10</b>	<b>99.55%</b>	<b>2,866.90</b>	<b>30,665.40</b>
26 DIV 26-28	ELECTRICAL-RUEDER									
26.000	DIV 26-28 ELECTRICAL-RUEDER	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
26.001	COMPLETE MECHANICAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
26.002	OVERHEAD & PROFIT	120,000.00	114,000.00	6,000.00	0.00	0.00	120,000.00	100.00%	0.00	4,395.84
26.003	MOBILIZATION	15,000.00	14,250.00	750.00	0.00	0.00	15,000.00	100.00%	0.00	1,140.17
26.004	TEMP POWER MATERIALS	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00%	0.00	696.01
26.005	TEMP POWER LABOR	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00%	0.00	686.85
26.006	SWITCHGEAR	85,567.00	85,567.00	0.00	0.00	0.00	85,567.00	100.00%	0.00	7,836.23
26.007	GENERATOR & ATS	205,335.00	205,335.00	0.00	0.00	0.00	205,335.00	100.00%	0.00	18,804.58
26.008	LIGHTING	40,175.00	0.00	40,175.00	0.00	0.00	40,175.00	100.00%	0.00	0.00
26.009	VFD'S	14,430.00	14,430.00	0.00	0.00	0.00	14,430.00	100.00%	0.00	1,321.50
26.010	SAFETY SWITCHES	9,878.00	9,878.00	0.00	0.00	0.00	9,878.00	100.00%	0.00	904.63
26.011	RAW SEWAGE PUMP STATION MATI	9,900.00	9,900.00	0.00	0.00	0.00	9,900.00	100.00%	0.00	181.33
26.012	LABOR FOR ABOVE	19,100.00	19,100.00	0.00	0.00	0.00	19,100.00	100.00%	0.00	174.92
26.013	SCREENING STRUCTURE MATERIA	14,700.00	14,700.00	0.00	0.00	0.00	14,700.00	100.00%	0.00	471.18
26.014	LABOR FOR ABOVE	24,300.00	24,300.00	0.00	0.00	0.00	24,300.00	100.00%	0.00	778.89





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 Application Date : 1/31/2020  
 To: 1/31/2020  
 Architect's Project No.:

Invoice #: 40860 Contract : 18077. BEECHER WWRP IMPROVEMENTS\_L172448

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	II Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period Completed						
<b>30</b>	<b>DIV 30-33 SITE WORK-IHC</b>									
30.000	DIV 30-33 SITE WORK-IHC	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
30.001	TREE REMOVAL & SILT FENCING	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00%	0.00	915.80
30.002	STRIP TOPSOIL	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00%	0.00	2,289.50
30.003	REGRADE DITCH	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	100.00%	0.00	412.11
30.004	EXCAVATE & BACKFILL SCREENING	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00%	0.00	228.95
30.005	EXCAVATE & BACKFILL OXIDATION	2,200.00	2,200.00	0.00	0.00	0.00	2,200.00	100.00%	0.00	0.00
30.006	EXCAVATE & BACKFILL SECONDAR	10,500.00	10,500.00	0.00	0.00	0.00	10,500.00	100.00%	0.00	480.79
30.007	EXCAVATE & BACKFILL SECONDAR	107,000.00	107,000.00	0.00	0.00	0.00	107,000.00	100.00%	0.00	8,819.15
30.008	EXCAVATE & BACKFILL CHEMICAL F	18,000.00	18,000.00	0.00	0.00	0.00	18,000.00	100.00%	0.00	1,483.60
30.009	EXCAVATE & BACKFILL UV DISINFE	16,500.00	16,500.00	0.00	0.00	0.00	16,500.00	100.00%	0.00	1,359.96
30.010	EXCAVATE & BACKFILL SLUDGE BU	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00	100.00%	0.00	1,153.91
30.011	EXCAVATE & BACKFILL GENERATOI	6,500.00	6,500.00	0.00	0.00	0.00	6,500.00	100.00%	0.00	535.74
30.012	ROAD EXCAVATION	33,000.00	33,000.00	0.00	0.00	0.00	33,000.00	100.00%	0.00	0.00
30.013	ROAD SUBBASE AND ASPHALT PAV	177,000.00	88,500.00	44,250.00	44,250.00	0.00	132,750.00	75.00%	44,250.00	0.00
30.014	F&I VALVE VAULT	12,500.00	12,500.00	0.00	0.00	0.00	12,500.00	100.00%	0.00	1,030.27
30.015	FENCING, GATE & OPERATOR	27,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	27,000.00	0.00
30.016	LANDSCAPING	36,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	36,000.00	0.00
30.017	EXCAVATE & BACKFILL SITE UTILITI	147,000.00	147,000.00	0.00	0.00	0.00	147,000.00	100.00%	0.00	10,769.81
30.018	CIPM LINING	95,000.00	95,000.00	0.00	0.00	0.00	95,000.00	100.00%	0.00	0.00
	<b>Total for 30:</b>	<b>744,200.00</b>	<b>592,700.00</b>	<b>44,250.00</b>	<b>44,250.00</b>	<b>0.00</b>	<b>636,950.00</b>	<b>85.59%</b>	<b>107,250.00</b>	<b>29,479.59</b>
<b>40</b>	<b>DIV 40 PROCESS INTEGRATION-CON</b>									
40.000	DIV 40 PROCESS INTEGRATION-CO	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
40.001	CONENTRIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
40.002	PROCESS INTEGRATION AND CONI	713,023.00	655,981.16	0.00	0.00	0.00	655,981.16	92.00%	57,041.84	17,630.63
	<b>Total for 40:</b>	<b>713,023.00</b>	<b>655,981.16</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>655,981.16</b>	<b>92.00%</b>	<b>57,041.84</b>	<b>17,630.63</b>
<b>41</b>	<b>DIV 41-46 EQUIPMENT</b>									
41.000	DIV 41-46 EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
41.001	CONENTRIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
41.002	FURN-ROTARY LOBE BLOWERS- I II	23,750.00	23,750.00	0.00	0.00	0.00	23,750.00	100.00%	0.00	2,175.02
41.003	FURN-SLUDGE PUMP EQUIP ROTAF	282,185.00	282,185.00	0.00	0.00	0.00	282,185.00	100.00%	0.00	25,842.51
41.004	FURN-SLUDGE PUMPING EQUIP DC	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	100.00%	0.00	2,747.40
41.005	FURN-ROTARY RAKE SCREEN EQU	104,000.00	104,000.00	0.00	0.00	0.00	104,000.00	100.00%	0.00	9,524.32

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No.: 15  
 Application Date: 1/31/2020  
 To: 1/31/2020  
 Architect's Project No.:

Invoice #: 40860 Contract: 18077. BEECHER WWRP IMPROVEMENTS\_L172448

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place						
<b>41 DIV 41-6 EQUIPMENT</b>										
41.006	INST-ROTARY RAKE SCREEN EQUIP	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	100.00%	0.00	824.22
41.007	FURN-POLYMER BLENDING & FEED	97,000.00	97,000.00	0.00	0.00	0.00	97,000.00	100.00%	0.00	8,883.26
41.008	FURN-CHEMICAL FEED PUMP SKID	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	100.00%	0.00	3,205.30
41.009	FURN-CIRCULAR CLARIFIER EQUIP	235,000.00	235,000.00	0.00	0.00	0.00	235,000.00	100.00%	0.00	21,521.30
41.010	INST-CIRCULAR CLARIFIER EQUIP	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	100.00%	0.00	0.00
41.011	FURN-SEWAGE AERATION EQUIP	280,000.00	280,000.00	0.00	0.00	0.00	280,000.00	100.00%	0.00	25,642.40
41.012	INST-SEWAGE AERATION EQUIP	25,000.00	22,500.00	2,500.00	0.00	0.00	25,000.00	100.00%	0.00	0.00
41.013	FURN-UV EQUIP	125,000.00	125,000.00	0.00	0.00	0.00	125,000.00	100.00%	0.00	11,447.50
41.014	INST-UV EQUIP	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00%	0.00	0.00
41.015	FURN-AEROBIC DIGESTER AERATION	42,500.00	42,500.00	0.00	0.00	0.00	42,500.00	100.00%	0.00	3,892.15
41.016	FURN-BELT PRESS EQUIP	371,000.00	371,000.00	0.00	0.00	0.00	371,000.00	100.00%	0.00	0.00
41.017	INST-BELT PRESS & CONVEYOR EC	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	100.00%	0.00	0.00
41.018	FURN-WASTEWATER SAMPLING EC	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00%	0.00	915.80
41.019	FURN-NON POTABLE WATER SYSTEM	241,000.00	241,000.00	0.00	0.00	0.00	241,000.00	100.00%	0.00	0.00
41.020	FURN-PORT ENG DRIVEN PUMP & S	168,000.00	168,000.00	0.00	0.00	0.00	168,000.00	100.00%	0.00	15,385.44
41.021	FURN-VALVES, SLUDGE CONVEYR EC	213,000.00	213,000.00	0.00	0.00	0.00	213,000.00	100.00%	0.00	19,506.54
	<b>Total for 41:</b>	<b>2,380,435.00</b>	<b>2,377,935.00</b>	<b>2,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,380,435.00</b>	<b>100.00%</b>	<b>0.00</b>	<b>151,513.16</b>
<b>50 CHANGE ORDERS</b>										
50.000	CHANGE ORDERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
50.001	RFP1, RFP2, RFP3-SURGE PROTEC	38,568.00	38,568.00	0.00	0.00	0.00	38,568.00	100.00%	0.00	2,712.42
50.003	EWO#4, EWO#5, EWO#6, EWO#7-S	81,502.00	81,502.00	0.00	0.00	0.00	81,502.00	100.00%	0.00	4,054.72
	<b>Total for 50:</b>	<b>120,070.00</b>	<b>120,070.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>120,070.00</b>	<b>100.00%</b>	<b>0.00</b>	<b>6,767.14</b>
<b>Grand Totals</b>		<b>8,945,959.80</b>	<b>8,414,467.66</b>	<b>331,998.40</b>	<b>0.00</b>	<b>0.00</b>	<b>8,746,466.06</b>	<b>97.77%</b>	<b>199,493.74</b>	<b>447,297.99</b>

**SWORN STATEMENT OF CONTRACTOR AND SUBCONTRACTOR  
TO OWNER AND TO CHICAGO TITLE INSURANCE COMPANY**

State of Illinois

) ss

County of Kane

The affiant, Ronald Marshall being first duly sworn, on oath deposes and says that he is Chief Financial Officer of IHC Construction Companies LLC, 1500 Executive Dr, Elgin IL 60123 - 847-841-7724 that he has a contract with Village of Beecher owner for Job 140610 40/60 - Wastewater Treatment Plant Improvements on the following described premises in said County, to wit: County Will - Address Ahrens Dr, Beecher IL 60401

That, for the purposes of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

1 Name and Address	2 Kind of Work	3 Adjusted Total Contract Incl. Extras and Credits	4 Total Retained Including this application	5 Net Previously Paid	6 Net Amount of this Payment	7 Balance To Become Due (Incl. Retention)
IHC Construction Companies LLC, 1500 Executive Dr, Elgin, IL 60123	WWRP IMPROVEMENTS	\$2,675,566.56	\$190,001.38	\$2,453,034.10	-\$24,110.27	\$246,642.73
D Construction Inc 1488 S Broadway, Coal City, IL 60416	ASPHALT PAVING & STONE BASE	\$137,928.50	\$5,545.49	\$9,467.70	\$95,896.56	\$32,564.24
Mid States Concrete Industries LLC PO Box 58, Beloit WI 53512	PRECAST CONCRETE	\$27,267.00	\$1,363.35	\$25,903.65	\$0.00	\$1,363.35
3CD Corporation 18600 Laramie Rd., Country Club Hills IL 60478	MASONRY WORK	\$153,875.25	\$7,693.76	\$133,170.75	\$13,010.74	\$7,693.76
Langlois Roofing 1850 Grinnell Rd Kankakee, IL 60901	ROOFING	\$81,500.00	\$4,075.00	\$77,425.00	\$0.00	\$4,075.00
Nikolas Painting Contractors, Inc 8401 S Beloit Ave, Bridgeview, IL 60455	Coatings	\$335,343.78	\$16,767.18	\$318,576.60	\$0.00	\$16,767.18
Harris Rebar Rockford Inc., 6448 Irene Road, Belvidere, Illinois 61008	FURNISH AND INSTALL REBAR	\$117,571.11	\$5,726.01	\$108,794.10	\$0.00	\$8,777.01
Amex Nooter, LLC, 18501 Maple Creek Drive Suite 900, Tinley Park, Illinois 60477	PROCESS MECHANICAL & SITE UTILITIES PIPING	\$653,546.16	\$32,533.91	\$568,839.97	\$49,304.57	\$35,401.62
Complete Mechanical Services, Inc., 3540 Swenson Ave., St. Charles, Illinois 60174	HVAC	\$104,900.00	\$5,245.00	\$94,410.00	\$5,245.00	\$5,245.00
Ruder Electric, Inc., 1075 Lesco Road, Kankakee, Illinois 60901	ELECTRICAL	\$1,216,658.72	\$59,681.29	\$1,055,020.90	\$78,923.53	\$82,714.29
Spectrum Contracting Corporation 815 Beech St, Grafton, WI 53024	INTERIOR STRUCTURE PROTECTION	\$57,071.30	\$2,853.57	\$54,217.74	\$0.00	\$2,853.57
Synagro of Minnesota	SLUDGE DISPOSAL	\$48,369.60	\$2,303.37	\$0.00	\$43,764.03	\$4,605.57
Konematic dba Door Systems Inc	Overhead Doors	\$24,325.00	\$2,432.50	\$0.00	\$21,892.50	\$2,432.50
Breuer Metal Craftsmen, Inc., 500 Beichl Ave., Beaver Dam, Wisconsin 53916	FURNISH MISC METAL	\$66,245.00	\$0.00	\$66,245.00	\$0.00	\$0.00
Mid-Western Fabricators, Inc., 1235 South Pioneer Road, Salt Lake City, Utah 84104	FIBERGLASS DOMES	\$65,000.00	\$0.00	\$65,000.00	\$0.00	\$0.00
NEFCO Systems, Incorporated, 8895 North Military Trail Building C Suite 100, Palm Beach Gardens, Florida 33410	FIBERGLASS WEIRS, TROUGHES & SUPPORTS	\$84,000.00	\$0.00	\$79,800.00	\$4,200.00	\$0.00
Engineered Fiberglass Composites Inc 301 Bickford Street, New Lisbon, Wisconsin 53950-1524	PREFABRICATED FIBERGLASS STRUCTURE	\$68,000.00	\$0.00	\$68,000.00	\$0.00	\$0.00
Peterson and Matz, Inc., 2250 Point Blvd, Suite 300, Elgin, Illinois 60123	CHEMICAL FEED PUMP	\$58,000.00	\$0.00	\$58,000.00	\$0.00	\$0.00
Evoqua Water Technologies, LLC, N19 W23993 Ridgeway Pkwy, Ste 200, Waukesha, Wisconsin 53188	CLARIFIER & AERATION EQUIPMENT	\$439,656.22	\$20,900.00	\$397,100.00	\$0.00	\$42,556.22
Trojan Technologies, 3020 Gore Road, London, Ontario N5V 4T7	ULTRAVIOLET DISINFECTION EQUIPMENT	\$165,000.00	\$8,250.00	\$156,750.00	\$0.00	\$8,250.00
Enviornmental Dynamics International, 5601 Paris Road, Columba, 65202	AERATION EQUIP, DISOLVED OXYGEN & ORP	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$0.00
LAI, Ltd., 5400 Newport Dr., Suite 10, Rolling Meadows, Illinois 60008	VALVES, SLUDGE CONVEYOR & CHEM STORAGE TANK	\$238,898.00	\$11,944.90	\$202,110.60	\$26,150.00	\$10,637.40

1 Name and Address	2 Kind of Work	3 Adjusted Total Contract Incl. Extras and Credits	4 Total Retained Including this application	5 Net Previously Paid	6 Net Amount of this Payment	7 Balance To Become Due (Incl. Retention)
Xylem-Flygt Water Solutions USA, Inc., 9661 194th Street, Mokena, Illinois 60448	DRIVEN & SUBMERSIBLE SEWAGE PUMPS	\$167,942.00	\$8,287.90	\$157,090.10	\$0.00	\$10,851.90
Lakeside Equipment Corporation, 1022 E. Devon Avenue, Bartlett, Illinois 60103	ROTARY RAKE SCREEN EQUIPMENT	\$104,000.00	\$0.00	\$98,800.00	\$5,200.00	\$0.00
Komline-Sanderson, 12 Holland Ave, Peapack, New Jersey 07977-0257	BELT PRESS EQUIPMENT	\$370,810.00	\$0.00	\$370,810.00	\$0.00	\$0.00
Metropolitan Industries, Inc., 37 Forestwood Drive, Romeoville, Illinois 60446	NONPOTABLE WATER, & CATHODIC PROTECTION SYSTEMS	\$241,263.00	\$12,024.15	\$228,458.85	\$0.00	\$12,804.15
Penn Valley Pump Company, 998 Easton Road, Warrington, Pennsylvania 18976	SLUDGE PUMPING EQUIPMENT (DOUBLE DISC)	\$30,000.00	\$1,500.00	\$28,500.00	\$0.00	\$1,500.00
Concentric Integration, LLC, 8678 Ridgefield Rd., Crystal Lake, Illinois 60012	FURNISH INSTRUMENTATION	\$741,600.00	\$34,080.00	\$647,520.00	\$0.00	\$94,080.00
VeloDyne, 543 S. Pierce Ave, Louisville, Colorado 80027	POLYMER BLENDING & FEED EQUIPMENT	\$97,360.00	\$0.00	\$92,492.00	\$4,868.00	\$0.00
Hardy Pro-Air Systems & Service, 351 Main Street, Antioch, Illinois 60002	ROTARY LOBE BLOWERS	\$23,685.00	\$0.00	\$22,500.75	\$1,184.25	\$0.00
CE Soling & Associates, LLC, 1121 Virginia Avenue, Libertyville, Illinois 60048	SLUDGE PUMPING ROTARY LOBE VALVES & GATE	\$282,185.00	\$14,109.25	\$268,075.75	\$0.00	\$14,109.25
S&S Builders Hardware 917 W Pioneer Pkwy Peoria, IL 60615	Doors, Frames & Hardware	\$28,000.00	\$0.00	\$28,000.00	\$0.00	\$0.00
Hach Company, PO Box 608, Loveland, Colorado 80539-0608	SAMPLING EQUIPMENT	\$10,392.80	\$0.00	\$9,525.80	\$0.00	\$867.00
<b>TOTAL</b>		<b>\$8,945,959.80</b>	<b>\$447,297.99</b>	<b>\$7,973,639.16</b>	<b>\$325,528.91</b>	<b>\$646,791.72</b>

AMOUNT OF ORIGINAL CONTRACT	\$	\$8,696,500.00	WORK COMPLETED TO DATE	\$	\$8,746,466.06
EXTRAS TO CONTRACT	\$	\$249,459.80	LESS <u>0</u> % RETAINED	\$	\$447,297.99
TOTAL CONTRACT AND EXTRAS	\$	\$8,945,959.80	MATERIAL STORED ON-SITE	\$	0.00
CREDITS TO CONTRACT	\$	0.00	NET AMOUNT EARNED	\$	8,299,168.07
ADJUSTED TOTAL CONTRACT	\$	\$8,945,959.80	NET PREVIOUSLY PAID	\$	7,973,639.16
			NET AMOUNT OF THIS PAYMENT	\$	\$325,528.91
			BALANCE TO BECOME DUE	\$	\$646,791.73

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed \_\_\_\_\_ % of the cost of work completed to date.

I agree to furnish Waivers of Lien for all materials under my contract when demanded

Signed

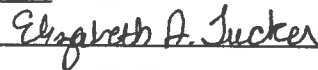


Ronald Marshall

Chief Financial Officer

(Position)

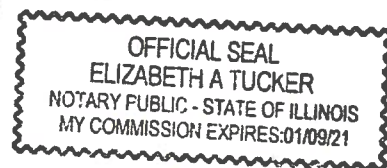
Subscribed and sworn to before me this 14th day of January, 2020



Notary Public

The above sworn statement should be obtained by the owner before each and every payment.  
Provided by Chicago Title Insurance Company

SSCTSCT



**WAIVER OF LIEN TO DATE**

STATE OF Illinois  
COUNTY OF Kane

GTY #  
Escrow #

WHEREAS the undersigned has been employed by VILLAGE OF BEECHER  
to furnish WWRP IMPROVEMENTS  
for the premises known as BEECHER  
of which VILLAGE OF BEECHER is the owner

THE undersigned for and in consideration of FOUR HUNDRED SEVENTY NINE THOUSAND FIVE HUNDRED AND 30/100  
( \$325,528.91 ) Dollars, and other good and valuable  
considerations, the receipt whereof is hereby acknowledged and do(es) hereby waive and release any and all lien or claim of, or right to, lien  
under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above described premises, and the  
improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other  
considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished  
to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

Date: February 14, 2020 Company Name: IHC CONSTRUCTION COMPANIES LLC  
Signature:  Address: 1500 EXECUTIVE DR  
Title: Ronald Marshall, Chief Financial Officer ELGIN, IL 60123

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

**CONTRACTORS AFFIDAVIT**

STATE OF Illinois  
COUNTY OF Kane

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says the he is the Chief Financial Officer  
of the IHC CONSTRUCTION COMPANIES LLC who is the contractor for WWRP IMPROVEMENTS  
work on the structures located at BEECHER  
owned by VILLAGE OF BEECHER


That the total amount of the contract including extras\* is \$8,945,959.80 on which he has received payment of  
\$7,973,639.16 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally, and  
that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties  
who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of  
said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items  
mentioned include all labor and material required to complete said work according to plans and specifications.

CONTRACTOR NAME	SCOPE OF WORK	CONTRACT PRICE INCLUDING EXTRAS*	PREVIOUS PAYMENT	THIS PAYMENT	BALANCE DUE
IHC CONSTRUCTION COMPANIES LLC	WWRP IMPROVEMENTS	\$8,945,959.80	\$7,973,639.16	\$325,528.91	\$646,791.73
All Material taken from a fully paid stock and delivered					
to the job in company vehicles. All labor paid in full.					
TOTAL LABOR AND MATERIAL		\$8,945,959.80	\$7,973,639.16	\$325,528.91	\$646,791.73

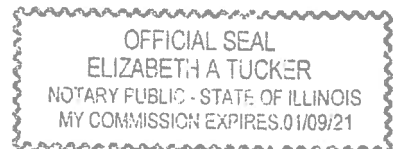
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for  
material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Subscribed and sworn to before me this 14-Feb-2020

Signature:   
Title: Ronald Marshall, Chief Financial Officer

  
Notary Public

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL



# BUILDING PERMITS - FEBRUARY 2020

PERMIT #	OWNER NAME	ADDRESS	DATE	DESCRIPTION	COST	VALUE
011-20-02B	Krencel	273 Woodbridge	02/03/2020	Roof	\$60.00	\$10,653.00
012-20-02B	Deroos	291 Hunters	02/03/2020	Roof	\$60.00	\$9,489.00
013-20-02B	Ahrendt	302 Orchard	02/03/2020	Roof	\$60.00	\$25,277.00
014-20-02E	Harden	605 Reed	02/06/2020	Electric repairs	\$60.00	\$900.00
015-20-02E	Gorcowski	1576 Fox Hound	02/13/2020	Roof top solar panels	\$256.74	\$10,540.00
016-20-02B	Ramirez	424 Prairie	02/18/2020	Roof	\$60.00	\$975.00
017-20-02B	Regino	1560 Mallards Cove	02/25/2020	Roof	\$60.00	\$5,466.00
018-20-02B	Stluka	601 Gould	02/27/2020	Window/door install	\$165.00	\$6,000.00
<b>MONTHLY TOTALS</b>					781.74	69,300.00

# Village of Beecher

## Monthly Water Department Report

February 2020

### System Pumping Data

Total Gallons Pumped: 13,605,000 Monthly Average: 469,000

Peak Day: 573,000 Gal. 02/03/20

### Well Pumping Data

Well #3 Total Gallons: 4,162,000 Daily Average 143,000

Well #4 Total Gallons: 5,628,000 Daily Average 194,000

Well #5 Total Gallons: 3,815,000 Daily Average 131,000

### Chemical Usage

Total Pounds Chlorine used: 555.4 Well #3: 163.6 Well #4: 243.6

Well #5: 148.2

Total Pounds Aqua Mag used: 1,967 Well #3: 464 Well #4: 975

Well #5: 528

Total Gallons Fluoride used :0

Well #3:0

Well #4: 0

Well #5:0