

MEMORANDUM

TO: Village President and Board of Trustees

FROM: Robert O. Barber, Village Administrator

DATE: Friday, June 19, 2020

RE: VILLAGE ADMINISTRATOR MATERIALS FOR VILLAGE BOARD MEETING

BOARD MEETING DATE: *Monday, June 22, 2020 at 7:00 p.m.*

NOTE: This meeting is open to the public but social distancing requirements are in effect. Anyone entering the Village Hall must be wearing a mask. These rules are in effect until further notice. All meetings are video recorded and publicly released.

A G E N D A

I. PLEDGE TO THE FLAG

II. ROLL CALL

III. APPROVAL OF MINUTES OF THE PREVIOUS MEETINGS OF THE MONTH

IV. VILLAGE CLERK REPORT

V. RECOGNITION OF AUDIENCE

VI. REPORT OF THE VILLAGE PRESIDENT

- VII. (Trustee Basile) CONSIDER AN ORDINANCE AMENDING ORDINANCE 1528 TO INCREASE THE WATER POLLUTION LOAN AGREEMENT WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY BY \$300,000 FROM \$10,000,000 TO \$10,300,000. This is the amount of contingency spent on the project but the original debt ordinance only covered the base bid plus engineering costs. This amended ordinance will cover the contingencies approved for the project but the IEPA wants the Village to amend its debt ordinance. The full amount of debt service will be \$401,014 per year for 30 years and the Village has budgeted \$389,344 per year so we will have to adjust our debt service schedule and long range plan to add \$11,670 per year in annual debt service. This increase in debt service is achievable and the schedules will be amended. Debt Service Fund revenue is \$479,536 per year.

- VIII. (Trustee Wehling) CONSIDER A RESOLUTION AMENDING THE RULES FOR FIREMEN'S PARK REGARDING RESERVATIONS OF BALLFIELDS. The old park rules had not established a reservation fee for the use of the just the ballfields since the fields were typically reserved in conjunction with a church picnic or Lions Club event. There were traveling Beecher boys and girls baseball teams using the fields typically after July 4th when Beecher Rec's season was over. However, the pandemic has caused the closure of private baseball and softball facilities and more stress is being placed on public ballfields by out of town teams having maybe just one or two Beecher kids on them. This has caused a reservation war where huge amounts of time were being booked "just in case" the fields were needed because there is no charge or security deposit to use the ballfields. This is not the intent of the reservation system. Establishing an hourly fee for resident and non-resident reservations should solve this problem. This fee, in conjunction with a Phase IV re-opening on Friday, June 26th should reduce the stress on these fields.

The Village Attorney has prepared the enclosed amended rules and adopting resolution with input from the Committee Chair for the use of Firemen's Park and will be at the meeting to explain how the Village can legally make the new reservation system work.

- IX. (Trustee Kypuros) CONSIDER A RESOLUTION AUTHORIZING THE APPROPRIATION OF \$7,000 IN M.F.T. FUNDS IN FY 19/20 FOR THE PURCHASE OF ROAD SALT. This is the amount we went over last year in use of MFT Funds and we have to pass a supplemental appropriation for this specific item even though we spent less in total than what we brought in. This is to clean up the books for last fiscal year.
- X. (Trustee Kypuros) CONSIDER A MOTION AUTHORIZING THE TRANSFER OF \$28,842.44 FROM THE INFRASTRUCTURE SALES TAX ACCOUNT TO THE MOTOR FUEL TAX ACCOUNT TO PAY FOR THERMOPLASTIC PAINT STRIPING IN 2019. Although the vendor we used is IDOT-approved and the bid letting process was through the Suburban Purchasing Cooperative, MFT Funds cannot be used for this bid since the process did not go through the IDOT bid letting. This is a shame on the Administrator for charging this project to the wrong account and we need to transfer this exact amount to make the books clean. Both funds are used for roads so the Village is not out any dollars whatsoever. This is just an accounting adjustment. Staff recommends approval of the transfer. Most municipalities would not bother doing this but 10 years from now the State will decide to audit the books and require the Village to make the adjustment so the Administrator wants to clean this up now. It should not be someone else's problem down the road.
- XI. (Trustee Kypuros) CONSIDER A RESOLUTION OF APPROPRIATION IN THE AMOUNT OF \$1,600 TO PAY FOR THE APPLICATION FOR S.T.P. FUNDS FOR CHURCH ROAD RESURFACING. We have already completed the application and have been awarded the funds in 2022 but we did not include the application amount in our original resolution of appropriation. This resolution takes care of that.

- XII. (Trustee Kypuros) CONSIDER A RESOLUTION OF APPROPRIATION AND AN ENGINEERING SERVICES AGREEMENT WITH BAXTER AND WOODMAN IN THE AMOUNT OF \$16,000 FOR THE PHASE I ENVIRONMENTAL ASSESSMENT AND PLAN FOR THE GOULD STREET RESURFACING PROJECT FROM PENFIELD TO GOULD. This is the Phase I environmental work required to free up the funds for the resurfacing project. This project will be bid out along with Penfield Street in 2022 to make it one large project. Funds reserved for this portion of the project is \$176,000. The Village will be requires to pay a 20% local match of \$35,200 in 2023.
- XIII. (Trustee Kypuros) CONSIDER A MOTION APPROVING AN ADDENDUM TO ORIGINAL CONSTRUCTION MANAGEMENT SERVICES CONTRACT WITH BAXTER AND WOODMAN ENGINEERS INCREASING THE CONTRACT AMOUNT BY \$5,000 FROM \$628,000 TO \$633,000 FOR SERVICES RENDERED AT THE BEECHER WWTP. This covers the contingency portion of the IHC contract and is loan eligible. It is 1.67% of the contingency amount whereas the base fee was 6.28% of the original contract. This covers all the paperwork associated with the change orders, increased loan authorization and justification for use of contingency forms. This will allow us to properly close out this portion of the project as well.
- XIV. (Trustee Kypuros) REQUEST FOR EXECUTIVE SESSION TO DISCUSS COLLECTIVE BARGAINING WITH LOCAL #399 FOR D.P.W. Some guidance is needed from the Board and no action will be required after the session.
- XIV. (Administrator Barber) ANNOUNCEMENTS
1. REBUILD ILLINOIS FAST TRACK GRANT ANNOUNCEMENTS COMING ON JUNE 30TH – GOULD STREET WATERMAIN IN PLAY. WE ALSO APPLIED FOR REGULAR TRACK GRANT FUNDING AND THIS WILL BE ANNOUNCED IN AUGUST.
 2. PZC MEETING SCHEDULED FOR THURSDAY, JUNE 25TH

G. *OLD BUSINESS*

H. *NEW BUSINESS*

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

J. *ADJOURNMENT*

**MINUTES OF THE REGULAR MEETING OF THE PRESIDENT
& BOARD OF TRUSTEES OF THE VILLAGE OF BEECHER
HELD AT THE BEECHER VILLAGE HALL,
625 DIXIE HIGHWAY, BEECHER, ILLINOIS
JUNE 8, 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, Wehling, Meyer and Kraus.

ABSENT: Trustees Basile and Kypuros.

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

GUEST: Scott Brody.

President Szymanski asked for consideration of the minutes of the May 11, 2020 Board meeting. Trustee Wehling made a motion to approve the minutes as written. Trustee Mazurek seconded the motion.

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

NAYS: (0) None.

Motion Carried.

President Szymanski asked for consideration of the minutes of the May 18, 2020 workshop meeting. Trustee Wehling made a motion to approve the minutes as written. Trustee Kraus seconded the motion.

AYES: (4) Trustees Mazurek, Wehling, Kraus and President Szymanski.

NAYS: (0) None.

ABSTAIN: (1) Trustee Meyer.

Motion Carried.

CLERK'S REPORT

1) A report on income received since the last meeting was provided. 2) Clerk Conner reported on the Census 2020 response rate and reminded residents to fill out their census forms.

RECOGNITION OF AUDIENCE

Scott Brody complained about issues with his neighbor dumping grass on a vacant lot and other issues over the weekend with him. He was referred to Chief Smith to handle the issues.

REPORT OF THE VILLAGE PRESIDENT

A COVID-19 update was provided. Now that we've moved into Phase 3, the parks and ballfields will open but with restrictions and warnings. A lot of reservations have been made for ball practices. Picnic tables from Firemen's Park for outdoor seating was provided to Sophia's and the golf course.

Trustee Wehling made a motion cancelling the second meetings of the month for June, July and August. Trustee Mazurek seconded the motion.

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

NAYS: (0) None.

Motion Carried.

President Szymanski provided a copy of his annual appointments to the Board. Trustee Meyer made a motion to approve President Szymanski's appointments for 2020/2021. Trustee Wehling seconded the motion. A copy of the appointments is attached.

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

NAYS: (0) None.

Motion Carried.

RESOLUTION #2020-08 – A Resolution promoting fair housing in the Village of Beecher. Trustee Wehling made a motion to adopt Resolution #2020-08. Trustee Meyer seconded the motion.

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

NAYS: (0) None.

Motion Carried.

A. FINANCE AND ADMINISTRATION COMMITTEE

Administrator Barber provided a summary of the Treasurer's Report in the absence of the Treasurer. Trustee Meyer made a motion to approve the Treasurer's Report for the month ending May 31, 2020. Trustee Kraus seconded the motion.

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

NAYS: (0) None.

Motion Carried.

Trustee Meyer made a motion to open public hearing at 7:13 p.m. to consider a budget for Fiscal Year 2020/2021. Trustee Wehling seconded the motion.

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

NAYS: (0) None.

Motion Carried.

Administrator Barber provided a summary of the Fiscal Year 2020/2021 budget. Board members and all present were asked for any comments or questions. There were none.

Trustee Meyer made a motion to close the public hearing at 7:16 p.m. Trustee Wehling seconded the motion.

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

NAYS: (0) None.

Motion Carried.

RESOLUTION #2020-09 – A Resolution adopting a budget for Fiscal Year 2020/2021. Trustee Meyer made a motion to adopt Resolution #2020-09. Trustee Mazurek seconded the motion.

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

NAYS: (0) None.

Motion Carried.

ORDINANCE #1328 – An Ordinance approving an appropriation for Fiscal Year 2020/2021. Trustee Meyer made a motion to approve Ordinance #1328. Trustee Wehling seconded the motion.

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

NAYS: (0) None.

Motion Carried.

RESOLUTION #2020-10 – A Resolution of appropriation to the Illinois Department of Transportation for the use of Motor Fuel Tax funds for Fiscal Year 2020/2021. Trustee Meyer made a motion to adopt Resolution #2020-10. Trustee Mazurek seconded the motion.

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

NAYS: (0) None.

Motion Carried.

Trustee Meyer made a motion to approve the bills for the month of May, 2020, in the amount of \$151,852.95. A copy of the list of bills was provided. Trustee Kraus seconded the motion.

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

NAYS: (0) None.

Motion Carried.

RESOLUTION #2020-11 – A Resolution offering up to four years of Illinois Municipal Retirement Fund (IMRF) service credit for military service. Trustee Meyer made a motion to adopt Resolution #2020-11. Trustee Wehling seconded the motion.

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

NAYS: (0) None.

Motion Carried.

Trustee Meyer made a motion to approve an extension of one year for withdrawal of the 170 Indiana Avenue escrow agreement to expire July 1, 2021. This agreement was set to expire June 30th of this year but due to the virus and other conditions beyond the control of the other party, a building permit has not yet been pulled for a new home at this location. Trustee Wehling seconded the motion.

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

NAYS: (0) None.

Motion Carried.

Trustee Wehling made a motion authorizing acceptance of a proposal from Perino Brothers Concrete for relocation of the grain elevator driveway and installing curbs near the crossing on Church Road in the amount of \$24,878 as part of the Quiet Zone implementation. Trustee Meyer seconded the motion.

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

NAYS: (0) None.

Motion Carried.

Trustee Meyer made a motion authorizing acceptance of a proposal to widen sections of Church Road and Eagle Lake Road from Quality Paving in the amount of \$17,762 as part of the Quiet Zone implementation. Trustee Kraus seconded the motion.

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

NAYS: (0) None.

Motion Carried.

Trustee Kraus made a motion authorizing payment to I.H.C. in the amount of \$657,304.98 upon receipt of I.E.P.A. loan funds as final payment (closure including retention) on the Beecher wastewater treatment plant. Trustee Mazurek seconded the motion.

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

NAYS: (0) None.

Motion Carried.

Trustee Mazurek made a motion authorizing the purchase of an L-30 mosquito sprayer in the amount of \$13,252 from Mug-A-Bug. Trustee Meyer seconded the motion.

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

NAYS: (0) None.

Motion Carried.

Trustee Mazurek made a motion authorizing the purchase of a Spartan 60" zero turn riding mower in the amount of \$11,115 from Rendel's, Inc. Trustee Meyer seconded the motion.

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

NAYS: (0) None.

Motion Carried.

Trustee Mazurek made a motion authorizing the completion of the water SCADA implementation in the amount of \$20,000 from Energenecs, Inc. Trustee Kraus seconded the motion.

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

NAYS: (0) None.

Motion Carried.

Trustee Mazurek made a motion approving a contract with Midco Diving and Marine Service for internal inspection of the Gould Street elevated tank in the amount of \$2,898. Trustee Meyer seconded the motion.

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

NAYS: (0) None.

Motion Carried.

Trustee Mazurek made a motion waiving bidding requirements for a generator at well #4 in order to utilize the same vendor for all generators in the Village. Trustee Meyer seconded the motion.
AYES: (4) Trustees Mazurek, Wehling, Meyer and Kraus.
NAYS: (0) None.
Motion Carried.

Trustee Mazurek made a motion accepting a proposal from Metro Power to install a generator at well #4 in the amount of \$26,817. Trustee Kraus seconded the motion.
AYES: (4) Trustees Mazurek, Wehling, Meyer and Kraus.
NAYS: (0) None.
Motion Carried.

Trustee Mazurek made a motion authorizing the municipal bid purchase of a 2020 F-350 from Terry's Ford in the amount of \$36,100 and a dump body from Monroe for \$12,825 and a plow from Lot-O-Fun for \$7,746. Trustee Kraus seconded the motion.
AYES: (4) Trustees Mazurek, Wehling, Meyer and Kraus.
NAYS: (0) None.
Motion Carried.

Trustee Mazurek made a motion authorizing a municipal bid purchase of a 2020 F-250 pickup truck from Terry's Ford in the amount of \$35,018. Trustee Meyer seconded the motion.
AYES: (4) Trustees Mazurek, Wehling, Meyer and Kraus.
NAYS: (0) None.
Motion Carried.

Trustee Mazurek made a motion waiving bids for the overhaul of 8" diesel pump at the Beecher wastewater treatment plant. It was explained that this is a specialty piece of equipment familiar to Superior Pump who has had the pump stored in their building since last August waiting for the authority to overhaul and redesign for a retrofit for the Beecher wastewater treatment plant. Trustee Kraus seconded the motion.
AYES: (4) Trustees Mazurek, Wehling, Meyer and Kraus.
NAYS: (0) None.
Motion Carried.

Trustee Mazurek made a motion authorizing acceptance of a proposal to overhaul an 8" Godwin diesel pump for use at the Beecher wastewater treatment plant from Superior Pump in the amount of \$29,960. Trustee Meyer seconded the motion.
AYES: (4) Trustees Mazurek, Wehling, Meyer and Kraus.
NAYS: (0) None.
Motion Carried.

Administrator Barber read the following announcements:

- 1) Spring newsletter was cancelled and sponsorship fees were returned.
- 2) Planning and Zoning Commission is tentatively scheduled for Thursday, June 25th.
- 3) There is a need for an annual joint T.I.F. review Board meeting in August.

Trustee Mazurek made a motion to adjourn into Executive Session at 7:32 p.m. to discuss extra pay for the Crew Leader during the absence of the Public Works Superintendent. Trustee Meyer seconded the motion.

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

NAYS: (0) None.

Motion Carried.

Trustee Wehling made a motion to return from Executive Session at 7:43 p.m. Trustee Meyer seconded the motion.

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

NAYS: (0) None.

Motion Carried.

Trustee Wehling made a motion to approve payment to Crew Leader Pratl an additional \$100 per week as acting Superintendent until further notice, retroactive to February 1, 2020. Trustee Mazurek seconded the motion.

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

NAYS: (0) None.

Motion Carried.

The following monthly reports were provided in the packet for review:

1. Building Department
2. Police Department
3. EMA
4. Code Enforcement
5. Water
6. Sewer
7. End of fiscal year variance reports (FINAL)
8. IMIC funding status report
9. AZAVAR quarterly report

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

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

NAYS: (0) None.

Motion Carried.

Meeting adjourned at 7:44 p.m.

Respectfully submitted by:

Janett Conner
Village Clerk

**LIST OF APPOINTMENTS BY VILLAGE PRESIDENT
FY: 2020-2021**

(6-8-20)

Village President Pro-Tem: Scott Wehling

Finance and Administration Committee: Chair: Frank Basile, Marcy Meyer

Public Safety Committee: Chair: Todd Kraus, Scott Wehling

Public Works Committee: Chair: Jonathan Kypuros, Stacy Mazurek

Economic Development and Community Relations Committee:

Chair: Marcy Meyer, Frank Basile

Public Buildings and Properties, Parks and Recreation: Chair: Scott Wehling, Todd Kraus

Planning, Building and Zoning: Chair: Stacy Mazurek, Jonathon Kypuros

Village Administrator and Zoning Administrator and Economic Development:

Robert Barber

Village Clerk: Janett Conner

Village Prosecutor: Tom Knuth

Village Corporate Counsel: Tim Kuiper, Austgen and Kuiper, P.C.

Code Enforcement Officer:

ESDA Coordinator: Denis Tatgenhorst

Chief of Police: Greg Smith

Public Works Superintendent: Matt Conner

Village Treasurer: Donna Rooney

Building Department Services: Safebuilt

EASTCOM and Laraway Communications Board of Directors:

Member: Bob Barber, Alternate: Todd Kraus

Planning and Zoning Commission Secretary: Patty Meyer

Joint Fuel Committee: Greg Szymanski and Robert Barber

Village Engineer: Baxter and Woodman: (project engineers TBD on a case by case basis)

Planning and Zoning Commission:

Bob Heim (term expires 5/1/23)
Ben Juzeszyn (term expires 5/1/23)
Bill Hearn (term expires 5/1/21)
Phil Serviss (term expires 5/1/21)
George Schuitema (term expires 5/1/21)
Denis Tatgenhorst (term expires 5/1/22)
Kevin Bouchard (term expires 5/1/22)

Beautification Commission:

Matt Conner (Village Liaison)
Sandy Lohmann
Steve Weishaar
Jean Smith
Jessica Treco

George Obradovich
Paula Weishaar

Fourth of July Commission:

Marcy Meyer (Village Liaison)
Nelson Collins
Ron Kuhlman
Debbie Falaschetti
Jerry Meyer
Patty Meyer
Bruce Becker
Kevin Bouchard
Howard Perry (ex-officio)
Mary Lou Cooper (ex-officio)

Barb Hodgett
Chuck Hoehn
Cameron Ohlendorf
Robert Barber
Marge Cook
Ken Bobowski
Jenna Barber

Bridget Goedke
Nicholas Hoehn
Mike Lau
Phil Salmen

Beecher Youth Commission:

Stacy Mazurek, (Village Liaison)
Michele Panozzo
Catherine Gonzalez
Trish Moran
Megan Haddon
Sarah Murphy

Laura Irwin
Roger Sipple, Drew Beck ex-officio
Emmanuel Gonzalez
Diana Jerkatis
Mary Rose Gianotti
Kim Wojciechowski

Historic Preservation Commission:

Scott Wehling, (Village Liaison)
Virginia Bath
Roberta Patzer
Don Sala
Arnie Cooper

Janett Conner

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

ORDINANCE NO. _____

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

WHEREAS, the Village of Beecher, Will County, Illinois (the “Village”), operates its sewerage system (“the System”) in accordance with the provisions of the Municipal Code, 65 ILCS 5/11-141 *et seq.* and the Local Government Debt Reform Act, 30 ILCS 350/1 *et seq.* (collectively, “the Act”); and

WHEREAS, the President and Board of Trustees of the Village (the “Corporate Authorities”) have determined that it is advisable, necessary and in the best interests of public health, safety and welfare to improve the System, by the construction and installation of wastewater treatment plant improvements together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation of the wastewater treatment plant improvements (the “Project”), all in accordance with the plans and specifications prepared by consulting engineers of the Village. The Project has an estimated useful life of 32 years; and

WHEREAS, the estimated cost of construction and installing the Project, including engineering, legal, financial and other related expenses is \$10,300,000 rather than the original estimate of \$10,000,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the Village previously adopted Ordinance No. 1258 on March 27, 2017, which authorized entry into the Water Pollution Control Loan with the Illinois Environmental Protection Agency to borrow a maximum of \$10,000,000; and adopted Amendatory Ordinance No. 1281 on January 8, 2018, which amended the payment terms from 20 years to 30 years for the loan; and

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

WHEREAS, the estimated costs associated with the Project are higher than expected and more than the amount previously authorized; and

WHEREAS, in accordance with the provisions of the Act, the Village is authorized to borrow additional funds from the Water Pollution Control Loan Program in the aggregate principal amount of \$10,300,000 to cover the increased costs of the Project; and

WHEREAS, the Corporate Authorities of this Village of Beecher, Will County, Illinois, now concur that it is advisable, necessary, and in the best interests of the residents of the Village to authorize the entry into a Water Pollution Control Loan Agreement (the "Loan Agreement") with the Illinois Environmental Protection Agency for the increased amount of \$10,300,000.

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

SECTION 1. INCORPORATION OF PREAMBLES

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

SECTION 2. AMENDMENTS TO PRIOR ORDINANCE

Ordinance No. 1258 is hereby further amended as follows:

All references in Ordinance No. 1258 to the estimated Project costs and authorized loan amount of \$10,000,000 are amended to \$10,300,000.

SECTION 3. REPEALER

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

SECTION 4. EFFECTIVE DATE

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

PASSED and APPROVED this ____ day of June, 2020.

Yeas: _____
Nays: _____
Abstain: _____
Present: _____

Greg Szymanski, Village President

ATTEST:

Janett Conner, Village Clerk

Date Published: _____
Date Effective: _____

**NOTICE OF INTENT TO BORROW FUNDS
AND RIGHT TO FILE PETITION**

NOTICE IS HEREBY GIVEN that, pursuant to Ordinance No. ____, adopted on June 22, 2020, the Village of Beecher, Will County, Illinois (the "Village") intends to enter into a Loan Agreement with the Illinois Environmental Protection Agency in an aggregate principal amount not to exceed \$10,300,000 and bearing annual interest at an amount not to exceed the maximum rate authorized by law at the time of execution of the Loan Agreement, for the purpose of paying the costs of certain improvements to the sewerage system of the Village of Beecher. A complete copy of the Ordinance accompanies this notice.

NOTICE IS HEREBY GIVEN that if a petition signed by 307 (being equal to 10% of the registered voters in the Village) or more electors of the Village of Beecher requesting that the question of improving the public sewerage system and entering into the Loan Agreement therefore is submitted to the Village Clerk within thirty (30) days after the publication of this Notice, the question of improving the public sewerage system of the Village as provided in the Ordinance and Loan Agreement shall be submitted to the electors of the Village at the next election to be held under general election law. A petition form is available from the office of the Village Clerk.

VILLAGE OF BEECHER, ILLINOIS

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

CERTIFICATION

I, Janett Conner, do hereby certify that I am the duly elected, qualified and acting Clerk of the Village of Beecher. I do further certify that the above and foregoing, identified as Ordinance No. _____, is a true, complete and correct copy of an ordinance otherwise identified as **AN ORDINANCE AMENDING ORDINANCE NO. 1258, BEING "AN ORDINANCE AUTHORIZING ENTRY INTO A WATER POLLUTION CONTROL LOAN AGREEMENT WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR THE VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS." TO INCREASE THE LOAN AMOUNT**, passed by the Board of Trustees of the Village of Beecher on the 22nd day of June, 2020, and approved by the President of the Village of Beecher on the same said date, the original of which is part of the books and records within my control as Clerk of the Village of Beecher.

Dated this ____ day of June, 2020.

VILLAGE OF BEECHER, ILLINOIS

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

(seal)

NO REFERENDUM CERTIFICATE

I, Janett Conner, the undersigned, do hereby certify that I am the duly qualified, and acting Village Clerk of the Village of Beecher, Will County, Illinois (the "Entity"), and as such officer, I am the keeper of the books, records, files and journal of proceedings of the Village and of the Mayor and Board of Trustees of the Village.

I do further certify that Ordinance No. _____, being the Ordinance entitled: "**AN ORDINANCE AMENDING ORDINANCE NO. 1258, BEING "AN ORDINANCE AUTHORIZING ENTRY INTO A WATER POLLUTION CONTROL LOAN AGREEMENT WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR THE VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS." TO INCREASE THE LOAN AMOUNT**" (the "Ordinance") was presented to and passed by the President and Board of Trustees of the Village at its legally convened meeting held on the 22nd day of June, 2020, and signed by the President of the Village on said day.

I do further certify that the Ordinance was duly and properly published in the *Vedette*, a newspaper published and of general circulation within the Village, on the ___ day of _____, 2020, being a date within ten (10) days from the date of passage of the Ordinance.

I do further certify that publication of the Ordinance was accompanied by a separate publication of notice of (1) the specific number of voters required to sign the petition requesting the question of constructing improvements to the public water supply system as provided in the Ordinance; (2) the time in which such petition must have been filed; and (3) the date of the prospective referendum.

I do further certify that I did make available and provide to any individual so requesting a petition from, which petition from provided for submission to the electors of the Village of the questions as set forth therein. Such petition forms were available from me continuously from _____, 2020, up to and including _____, 2020.

I do further certify that no Petition has been filed in my office within thirty (30) days after publication of the Ordinance or as of the time of the signing hereof as provided by statute asking that the question of improving the public water supply system as provided in the Ordinance and the Loan Agreement therefore be submitted to the electors of the Village.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the corporate seal of the Village of Beecher, Will County, Illinois, this ___ day of _____, 2020.

VILLAGE OF BEECHER, ILLINOIS

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

(seal)

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

RESOLUTION NO. _____

A RESOLUTION AMENDING THE VILLAGE OF BEECHER PARK AND ATHLETIC FACILITY FEE SCHEDULE

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, on August 28, 2017, adopted by Resolution No. 2017-07 a policy and a fee schedule for park and athletic facility usage for the Village of Beecher parks and athletic fields; and

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, originally omitted a permit fee for baseball fields, but now deem it advisable to include a permit fee for baseball fields; and

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, now deem it advisable, necessary, and in the best interests of the residents of the Village of Beecher to amend the Village of Beecher Park and Athletic Facility Fee Schedule to include a permit fee for baseball fields.

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

Section One:

The Permit Fees Schedule for Fireman's Park is hereby amended and replaced as provided on Exhibit A, attached hereto and incorporated herein.

Passed and approved this _____ day of _____, 2020.

Yeas: _____

Nays: _____

Abstain: _____

Present: _____

Greg Szymanski, Village President

ATTEST:

Janett Conner, Village Clerk

Park Use Checklist

- Initialed conditions page(s)? Completed application?
- Certificate of insurance needed? Received?
- Additional restrooms needed?
- Security needed? Arrangements made with Police Dept.?
- Trash arrangements made/clarified?
- Having any amusement? Certificate of insurance needed/received?
- If vendor building, designee to p/u key? Park employee notified (disarm alarm)?
- Fees and deposit paid?
- Administrator Barber sign-off?

Permit No. _____

Park and Athletic Facility Permit Application

Applicant Name		Event Date	
Group Name			
Address			
City		State	Zip Code
Home Phone		Work Phone	
Email			
Facility Requested: (Check all that apply)			
<input type="checkbox"/> Picnic Grove		<input type="checkbox"/> Vendors Building (back of food stand)	
<input type="checkbox"/> Pavilion (Bingo Stand)		<input type="checkbox"/> Firemen's Grill (front portion of food stand)	
<input type="checkbox"/> Stage		<input type="checkbox"/> Beer Stand Pavilion	
<input type="checkbox"/> Ice Skating Rink		<input type="checkbox"/> Baseball Fields (circle which field 1, 2, or 3)	
		Time Requested: From: _____ AM/PM To: _____ AM/PM	
Purpose of use: _____			
Estimated Attendance: _____			
*Pavilion permit does not include exclusive use of other areas, which are open to the public.			
Event Fees and Security Deposits • (Please refer to schedules)			
Permit fee		\$ _____	*Other Charges:
+ Security Deposit		\$ _____	
+ Other Charges*		\$ _____	
Total		\$ _____	
Applicant Signature: _____			
Date: _____			

Hold Harmless Agreement for All Permits

_____ agrees (as a person age 21 or older) that it will protect and hold harmless and indemnified against from any penalty, charges of liability that the Village of Beecher, its administrators, board members, employees and agents may incur, resulting from the use of the Village of Beecher facilities by us, whether occasioned by the neglect of the Village of Beecher, and that we will at all times protect, indemnify and save and keep harmless the Village of Beecher against and from any and all loss, cost, damage or expense arising out of or from any accident or other occurrence on or about said premises, causing injury to any person or property whatsoever and will protect, indemnify and save and keep harmless the Village of Beecher against and from any and all claims from any and all loss, cost, damage or expense, including attorney fees, arising out of any respect to comply with and to perform all the requirements and provisions hereof.

I have read, understand and hereby agree to the policies listed above as a condition for receiving this permit.

Print Name

Signature

Date

Checks should be made payable to the Village of Beecher.

Return form to Beecher Village Hall, 625 Dixie Highway/PO Box 1154, Beecher, IL / Ph: 708-946-2261

For office Use Only

Permit/Usage Fee(s)	\$ _____	Date Paid	_____
Security Deposit	\$ _____	Receipt Number	_____
Other Charges	\$ _____		
Total Paid	\$ _____		
Authorized Approval of Permit	_____	Date	_____
	<i>Village Administrator</i>		
Security Deposit(s) returned:	_____	_____	_____
	<i>Date</i>	<i>Amount</i>	<i>Beecher Check #</i>

Comments _____

Permit issued and mailed on: _____ / _____ / _____ By: _____

_____ Amplification allowed with conditions: _____

_____ Security or other personnel required as follows with cost of: _____

Special Conditions, if any: _____

Village of Beecher

Park and Athletic Facility Usage Policy and Fee Schedule

Village of Beecher Firemen's Park park facilities are available to the public each day of the year. However, by applying for a permit, a group is guaranteed exclusive use of an area per the terms of the permit. Small groups using the park generally and not needing any special accommodations generally do not need a permit to hold their gathering. Use of park facilities is subject to observance of all Village ordinances whether or not a permit has been issued.

Applications for permits will be accepted after January 1 of each year for Beecher residents and after March 1 of each year for non-residents. Community organizations that generally serve over 100 Beecher residents can apply for a permit up to one year in advance of the desired date. Village residents may apply for a permit under Resident status for their business or organization that is outside the Village of Beecher. There will be times when Village activities receive priority of use. (Fireman's Park is not available during the last week of June or the first week of July).

When you must apply for a permit:

Under certain conditions, groups will be required to obtain a permit. These conditions include, but are not limited to, the following:

- Groups in excess of 25 or more persons
- Groups who are renting specific picnic area, facilities, buildings, or baseball fields.

Definitions:

- "Permit": Written permission to reserve a park or portion thereof for the exclusive use of a group. Permit applications are available for any groups of up to 200 persons. Groups of over 200 persons can only be approved by the Village Board, such request must be made no less than six weeks before the event, and the Village may require a certificate of liability insurance for the event.
- "Permitee": The person to whom the permit was issued.
- "Resident":
 1. Individuals who reside within the corporate limits of the Village of Beecher and Washington Township.
 2. Government agencies that generally serve Village of Beecher residents.
 3. Commercial businesses and industries within the Village and Washington Township.
 4. Non-profit organizations, clubs and churches whose membership include at least 50% Village of Beecher residents. Such groups may be required to submit a list of membership to demonstrate to the Village that at least 50% of its members are Beecher residents.
- "Non-Resident": Those who do not meet the above definition as "Resident."

_____ I have read and understand the conditions for all permits (please initial)

Conditions for All Permits

1. All requests must be made at least 2 weeks prior to the desired date(s). All fees and security deposits must be paid in full at the time of the application.
2. Park hours are dawn to dusk. Only individuals or groups with official Village of Beecher Permits may be in the park when the park is officially closed.
3. Permits for pavilions are based on a 6-hour time period. Fees for ball fields are based on a four (4) hour time period. Additional time can be permitted. Permits of pavilions and buildings does not include exclusive use of other park areas.
4. A date can be reserved without payment for up to one week. After that time, the Village reserves the right to make the date available to someone else.
5. Permits can be issued only to persons age 21 or over. No permit shall be issued for an event for minors unless it will be supervised by a person age 21 or over.
6. The Village reserves the right to make adjustments to the assignment of park facilities and athletic fields regardless of the permit issued by providing adequate notice to the group.
7. Alcohol is prohibited in the park, unless the appropriate licenses are obtained. No open fires unless otherwise approved by the Village. Posting of advertisements or the sale of any products or services without Village approval is prohibited.
8. Any use of sound amplification equipment must be applied for on the application and is subject to approval by the Village Administrator. Noise produced by sound amplification equipment shall not go beyond the sound level described in the Village ordinance. All sound amplification equipment must be turned off by dusk, unless a special permit is granted by the Village.
9. The Permittee shall be responsible to see that the facilities are left in the same condition in which they were found. Failure to comply may result in loss of the security deposit and, if applicable, additional charges. Applicant is responsible for the disposal of all trash from the permitted area after the event.
10. The Village is not responsible for any injuries or damage to personal property.
11. Restrooms are generally available during park hours of operation. Additional restrooms may be required by the Village at the cost of the applicant depending on the size of the event.
12. For reasons of safety, other than Village vehicles and emergency vehicles, no vehicles are allowed on grass areas of park or on park interior roads, including parking. Violators will be ticketed. Permit holders who have received approval for a large amusement (moon walk, etc.) may be allowed vehicular access only with a Village employee's escort and only if this arrangement has been pre-approved. This accommodation shall not be given for delivery of normal picnic materials such as grill, coolers, etc. Other persons or groups with large deliveries of materials into the park will also need to receive approval for an escort by a Village employee in order to gain vehicular access.
13. The Permittee agrees to all policies contained and related Village ordinances as condition for receiving the permit. Any private for-profit activity in the park requires Village Board approval.
14. Any misrepresentation by the applicant in the information submitted in the application may result in forfeiture of the security deposit.
15. For activities at any Village facility/park for groups over 50 people, the Village reserves the right to schedule additional staffing and security and assess appropriate additional charges should the scope of the usage, in the opinion of the Village Administrator and/or Chief of Police require such measures.

_____ **I have read and understand the Conditions for all Permits (please initial).**

16. The Event may be shut down and permit revoked by the Village Administrator, Chief of Police or other representative of the Village in the event that the event becomes a disturbance of the peace or failure of the applicant to comply with Village Ordinances.

Special Conditions for Event Permits

1. Groups shall have exclusive use of only the facilities that are listed on the permit.
2. If it is determined by Village staff that an applicant had more people than what was stated on permit, additional fees may be deducted from the applicant's security deposit or charged.
3. Groups are restricted to no more than one (1) amusement, such as, moon walks, etc. Use of such amusements must have the expressed permission by the Village Administrator on the approved Permit. The group must provide the Village with a certificate of insurance for the use of the amusement item naming the Village as an additional insured. The amusement item shall be only for the use of the group's participants. No admission charge shall be made for the use of the amusement.
4. Note that use of any electrical appliances is limited to the 15 AMP service at the pavilions.
5. Village personnel are generally not available. Requests for additional services by Village personnel will be billed at \$50.00/hour.
6. Cancellation notice must be received at least one working day before the event or a \$15.00 cancellation fee will be deducted from the security deposit.
7. Rainout policy - If a group's event is rained out, a full refund (minus a \$4.00 check processing charge) will be issued upon request if the group does not request a new date.
8. The Village reserves the right to cancel the activity with at least a two-week notice.
9. The Village Administrator may waive permit fees in whole or in part for those entities that provide pro bono services or waive similar fees to the Village.

_____ **I have read and understand the Special Conditions for all Event Permits (please initial).**

Special Conditions for Athletic Facilities Permits

1. The Village Administrator, or designee, will assign Park Athletic Facilities Permits (ballfields, soccer fields, football fields, and ice rink) based on the following:
 - Past record by the organization in the care of Village facilities in accordance with Village ordinances, policies and procedures.
 - The number of Beecher residents served by the organization in the previous year.
 - The organization's submission of a certificate of insurance with appropriate coverage and a Hold Harmless Agreement naming the Village as an Additional Insured.
2. Permits are not issued nor can athletic facilities be used for conducting private lessons or instruction for profit without the expressed written permission of the Village Administrator.
3. The Village reserves the right to waive or modify fees to those organizations which provide the Village with funding for park capital improvements or otherwise donate to the Village.
4. The Village Administrator can revoke the Athletic Facilities permit at any time for a group's violation of the terms of the permit, Village policies or Village ordinance.

_____ **I have read and understand the Special Conditions for Athletic Facilities Permits (please initial).**

EXHIBIT A

PERMIT FEES FOR FIREMEN'S PARK

<u>One Day Reservation</u>	<u>Resident</u>	<u>Non-Resident</u>
Picnic Grove, Pavilions and Stage	\$ 100.00	\$200.00
(Rental of the park includes use of picnic tables)		
Ice Skating Rink	\$ 50.00 per hour	
Firemen's Grill and Vendors Building	\$100.00	\$200.00
Baseball Fields (per field)	\$100.00	\$200.00
Security/Police Protection	\$50.00 per officer per hour	
Public Works (Clean-Up)	\$50.00 per worker per hour	

REFUNDABLE SECURITY DEPOSIT FOR ALL PERMITS

(FOR CLEANUP OF PARK)

Grove, Pavilions, Stage	\$ 50.00
Firemen's Grill and Vendors Building, Pavilions, Stage, and Picnic Grove	\$250.00 no charge
Baseball Fields (per field)	\$100.00

Notes:

1. Permits are based on a six (6) hour time period.
2. Fees include trash removal.

The Village Administrator may waive the Permit Fees in whole or in part for those organizations that provide capital improvements to the Village's parks or otherwise donate or provide community services.

Beecher Village Hall
625 Dixie Highway/PO Box 1154
Beecher, IL 60401
Phone: (708) 946-2261

_____ **I have read and understand the Conditions for all Permits (please initial).**



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Supplemental	20-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Beecher Illinois that there is hereby appropriated the sum of Seven Thousand and 00/100 Dollars (\$7,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/19 to 04/30/20.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Beecher shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Janett Conner Village Clerk in and for said Village of Beecher in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Beecher at a meeting held on _____ Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____ Month, Year.

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Robert Barber

From: Thomas M. Slattery <tslattery@baxterwoodman.com>
Sent: Friday, June 05, 2020 11:32 AM
To: Robert Barber
Subject: RE: Beecher - MFT Fiscal Year 2019/20 MFT Expenditures
Attachments: Village_MES_06-05-2020.pdf; Suburban Purchasing Cooperative Program_Road Striping.pdf

Bob- Reviewing the expenditures for the last fiscal year, the line item for the Thermoplastic Pavement Marking to Superior Road Striping is not eligible for MFT usage because the SPC did not coordinate with IDOT for this contract. This is noted on the bottom of the attached section for Thermoplastic Road Striping. Please reimburse the MFT account for the funds expended in the amount of \$28,842.44.

Also, attached is the Municipal Expenditure Statement that will close the fiscal year expenditures with IDOT. This requires a \$7,000 supplemental resolution to cover expenditures over the budgeted program previously submitted to IDOT. Original copies will follow up in the mail. Let me know if you have any questions.

Thanks

From: Janett Conner <clerk@villageofbeecher.org>
Sent: Monday, June 01, 2020 8:38 AM
To: Thomas M. Slattery <tslattery@baxterwoodman.com>
Cc: Robert Barber <rbarber@villageofbeecher.org>
Subject: RE: Beecher - MFT Fiscal Year 2019/20 MFT Expenditures

Tom,

See attached. Let me know if you have any questions.

Janett Conner
Village Clerk/Office Mgr
Village of Beecher
708-946-2261 Phone

www.villageofbeecher.org
<https://www.facebook.com/beecher.illinois/>



From: Robert Barber
Sent: Friday, May 29, 2020 1:11 PM
To: Janett Conner <clerk@villageofbeecher.org>
Subject: FW: Beecher - MFT Fiscal Year 2019/20 MFT Expenditures

THERMOPLASTIC ROAD STRIPING

Product Information - Contract #158

Thermoplastic Lane Markings are used on paved roadways to provide guidance and information to drivers and pedestrians.

Ordering Information

Contact Superior Road Striping directly with any questions and to schedule work for your municipality.

The Lane Marking contract extension runs through April 11, 2021, with no price increases.

Superior Road Striping
1980 N. Hawthorne Avenue
Melrose Park, IL 60160
Contact: Joan Yario or Sandy DeHoyos
P:708-865-0718 F:708-865-0296
thermopros@sbcglobal.net

Pricing

<u>Item Description</u>	<u>UOM</u>	<u>2020 Unit \$</u>
4" Line	LF	\$0.52
6" Line	LF	\$0.76
12" Line	LF	\$1.52
24" Line	LF	\$3.78
Letters & Symbols	SQ FT	\$3.51
Marking Removal	SQ FT	\$0.41

Note: All unit prices are per foot, except Letters & Symbols and Removal, which are priced per square foot.

This award is not in conjunction with the Illinois Department of Transportation, so participating communities may not utilize Motor Fuel Tax (MFT) funds. However, Superior Road Striping must comply with all IDOT rules and regulations, as well as prevailing wage and certified payroll.

June 9, 2020

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

***Subject: Village of Beecher - Gould Street 2020 STP - Local Application
Section 20-00023-00-EG***

Dear Mr. Barber:

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

- Five (5) copies of the Preliminary Engineering Services Agreement for Motor Fuel Tax Funds (BLR 05510).
- Five (5) Copies of the Resolution for Improvement (BLR 09110).

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


Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Thomas M Slattery, P.E., PTOE

Enclosure

Municipality Beecher	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name Baxter & Woodman, Inc.
Township				Address 8678 Ridgefield Road
County Will				City Crystal Lake
Section 20-00023-00-EG				State IL, 60012

THIS AGREEMENT is made and entered into this _____ day of _____, 2020 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Gould Street

Route FAU 423 Length 0.170 Mi. 900 FT (Structure No. NA)

Termini Indiana Avenue to Penfield Street

Description:

Application assistance for 2020 Surface Transportation Program. See Exhibit A for scope of services. ENGINEER's Project No. 200349.90.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	Hourly rates not to exceed	(see note)
	<u>\$1,600.</u>	%
	<u>(See Exhibit B)</u>	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus _____ percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Village of Beecher of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

City _____ Clerk

By _____

(Seal)

Title Village President

Executed by the ENGINEER:

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

ATTEST:

By _____

By _____

Title Deputy Secretary

Title Executive Vice President / COO

Approved

Date
Department of Transportation

Regional Engineer

**VILLAGE OF BEECHER
2020 GOULD STREET SURFACE TRANSPORTATION PROGRAM APPLICATION**

**SCOPE OF SERVICES
EXHIBIT A**

Location:

The Project is located on Gould Street (FAU Route 423) from Indiana Avenue to Penfield Street within the Village of Beecher.

Project Understanding:

The work included in the Project consists of completing a Surface Transportation Program (STP) application for the resurfacing of Gould Street.

Scope of Services:

1. Early Coordination and Data Collection

- **Data Collection:** Obtain, review, and evaluate the following information provided by the Village for use in design:
 - Utility Atlases
 - Maintenance and flooding records
 - Crash Data (5 years)
 - ROW, GIS, and property data

2. Funding Application - Complete and submit STP funding application with the Will County Governmental League (WCGL) including all necessary exhibits and cost estimates. Assist the Village with coordination of exhibits for inclusion in the application.

3. Manage Project - Plan, schedule, and control the activities that must be performed to complete the Project including budget, schedule, and scope. Coordinate with Village and project team to ensure the goals of the Project are achieved. Prepare and submit monthly invoices, and provide regular updates to the Village.

VILLAGE OF BEECHER, ILLINOIS
 2020 SURFACE TRANSPORTATION PROGRAM
 SECTION NO.: 20-00023-00-EG

EXHIBIT B

Village of Beecher					
Project Number: 200234.90					
BEECH - 2020 STP Local Application					
	Hours	Hourly Rate	Compensation Fee	Reimb Allowance	Total Compensation
			\$ 1,560.00	\$ 40.00	\$ 1,600.00
1 Early Coordinaton and Data Collection					
Engineer I	4.00	\$ 100.00	\$ 400.00	\$ -	
2 Funding Application					
Engineer I	8.00	\$ 100.00	\$ 800.00	\$ -	
3 Manage Project					
Engineer V	2.00	\$ 180.00	\$ 360.00	\$ 40.00	

June 10, 2020

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

***Subject: Village of Beecher – Gould Street 2020 STP – Preliminary Engineering
Section 20-00024-00-RS***

Dear Mr. Barber:

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

- Five (5) copies of the Preliminary Engineering Services Agreement for Motor Fuel Tax Funds (BLR 05510).
- Five (5) Copies of the Resolution for Improvement (BLR 09110).

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

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Thomas M Slattery, P.E., PTOE

Enclosure



Resolution for Improvement Under the Illinois Highway Code



Resolution Type	Resolution Number	Section Number
Original		20-00023-00-EG

BE IT RESOLVED, by the President and Board of Trustees of the Village of Beecher Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Gould Street	0.17	FAU 423	Indiana Avenue	Penfield Street

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Application assistance for the 2020 Surface Transportation Program.

2. That there is hereby appropriated the sum of sixteen hundred and 00/100

Dollars (\$1,600.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Janett Conner Village Clerk in and for said Village

of Beecher in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Beecher at a meeting held on _____

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____

(SEAL)

Clerk Signature	Date

Approved

Regional Engineer Department of Transportation	Date

Municipality Beecher	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Baxter & Woodman, Inc.
Township				Address 8678 Ridgefield Road
County Will				City Crystal Lake
Section 20-00024-00-RS				State IL, 60012

THIS AGREEMENT is made and entered into this _____ day of _____, 2020 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Gould Street

Route FAU 423 Length 0.170 Mi. 900 FT (Structure No. NA)

Termini Indiana Avenue to Penfield Street

Description:
Preliminary Engineering (Phase I) for roadway resurfacing. See Exhibit A for scope of services. ENGINEER's Project No. 200349.30.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	<u>Cost plus fixed fee not to exceed</u>	(see note)
	<u>\$16,000.</u>	%
	<u>(See Exhibit B)</u>	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 146.58 percent to cover profit, overhead and readiness to serve - "actual cost" being as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 146.58 percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 146.58 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Village of Beecher of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

City _____ Clerk

By _____

(Seal)

Title Village President

Executed by the ENGINEER:

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

ATTEST:

By _____

By _____

Title Deputy Secretary

Title Executive Vice President / COO

<p style="text-align: center;">Approved</p> <p style="text-align: center;">_____ Date</p> <p style="text-align: center;">Department of Transportation</p> <p style="text-align: center;">_____ Regional Engineer</p>

**VILLAGE OF BEECHER
PHASE I ENGINEERING SERVICES
GOULD STREET RESURFACING**

**SCOPE OF SERVICES
EXHIBIT A**

Location:

The Project is located on Gould Street (FAU Route 423) from Indiana Avenue to Penfield Street within the Village of Beecher.

Project Understanding:

This Project will consist of the preliminary engineering services required to develop a Project Development Report (PDR) and necessary attachments in accordance with the Illinois Department of Transportation's Bureau of Local Roads and Street guidelines and obtain IDOT Phase I approvals.

This project will follow federal project development procedures to ensure eligibility for federal funding after completion of the Phase 1 Study. The project will be coordinated with IDOT's Bureau of Local Roads and Streets and the Federal Highway Administration for reviews and Phase 1 Design Approval. It is anticipated that this project will be processed as a State Approved Categorical Exclusion.

Scope of Services:

1. EARLY COORDINATION AND DATA COLLECTION

- *Data Collection:* Obtain, review, and evaluate the following information provided by the Village for use in design:
 - Utility Atlases
 - Maintenance and flooding records
 - Crash Data (5 years)
 - ROW, GIS, and property data
- *Agency Coordination:* Prepare and maintain the Project Program Information (PPI) and Project Update forms, and coordinate the status of the Project with the Will County Governmental League and Illinois Department of Transportation.
- *Field evaluation:* Collect and record all necessary field data for roadway, drainage and utility. Observe and photograph the project area and immediate surroundings in order to identify readily apparent physical conditions and patterns of use.

2. GEOTECHNICAL REPORT - *Pavement Cores*: Take pavement cores of the surface and base material for determining the composition of the existing pavement material within the project limits.
3. ACCIDENT ANALYSIS - *Accident Analysis*: Obtain accident data from IDOT and Village along project location in the last 5 years and compile for review. Complete an accident analysis to evaluate the frequency, severity, and recommended countermeasures.
4. PRELIMINARY DESIGN
 - *Utility Coordination*: Initiate utility coordination by contacting utility companies that have facilities along the project limits and requesting utility atlas maps.
 - *Geometric Design*: Develop the preferred improvement plan throughout the project.
 - *Estimate of Cost*: Develop preliminary cost estimates for the preferred improvement.
5. ENVIRONMENTAL COORDINATION
 - *Environmental Survey*: Prepare the Environmental Survey Request Form and related exhibits. Submit to IDOT to determine potential environmental impacts. Biological, Archeological, and Historical surveys will be performed by the State. Completion of a Preliminary Site Assessment (PESA) shall be performed by Baxter & Woodman as noted below.
 - *Special Waste Screening*: Conduct Special Waste Screening as outlined in Section 20-12.03(b) of the IDOT Bureau of Local Roads and Streets Manual. Screening will include Environmental Regulatory Records Review and Illinois Department of Transportation Phase I and Phase II screening forms and documentation.
6. PRELIMINARY ENVIRONMENTAL SITE ASSESSMENT (PESA)

Based on the Special Waste Screening results, prepare a Preliminary Environmental Site Assessment (PESA) report. Tasks include, preparing a PESA report in accordance with the Illinois Department of Transportation (IDOT), Chapter 20, 20-12.04 of the Bureau of Local Roads Manual (BLRM). The PESA report will include review of historical land use surrounding the project site and environmental data and environmental occurrences within minimum search distances contained in published databases.

Prior to preparing the PESA report, a site visit will be conducted to collect land use information for property surrounding the project location. The Site visit will also be utilized to determine if recognized environmental conditions are present or observed in the vicinity of the project. The PESA report will be prepared utilizing historical land use, data and observations collect during the site visit, environmental data and occurrences in the project vicinity, a description of the property surrounding the project, identification of recognized environmental conditions in the vicinity of the

project (if any are present) and a summary of the report findings and report recommendations. The PESA report will be submitted to the local reviewing agency for review and comment. The Final PESA report will be submitted to the client in hard copy format and electronic copies of the report will be available upon request.

7. MEETINGS AND PUBLIC INVOLVEMENT

- *Meetings:* The following meetings are anticipated for this Project:
 - Village Coordination and Review Meetings (2 total)
 - IDOT (1) (Phase I Kickoff)
- *Social Media:* No social media participation is anticipated. Provide the VILLAGE with project exhibits for the VILLAGE to post information to the VILLAGE's website.

8. PROJECT DEVELOPMENT REPORT - *Phase I Documentation:* Prepare and submit Phase I documentation as required for anticipated processing as a State Approved Categorical Exclusion with no report. Complete and maintain an updated funding application (PPI form) with IDOT and the South Suburban Mayors and Managers Association.

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

10. MANAGE PROJECT

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

Exhibit B - Preliminary Engineering

AVERAGE HOURLY PROJECT RATES

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

DATE 06/09/20

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Early Coordination & Data Collection			Geotechnical Report			Accident Analysis			Preliminary Design			Environmental Coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Executive Vice President	78.82	0																	
Vice President	68.50	0																	
Engineer V	64.37	12	9.23%	5.94															
Engineer IV	53.19	0																	
Engineer III	44.94	8	6.15%	2.77															
Engineer II	36.67	0																	
Engineer I	29.95	88	67.69%	20.27	4	100.00%	29.95	2	100.00%	29.95	4	100.00%	29.95	24	85.71%	25.67	4	100.00%	29.95
Environment Scientist V	54.52	6	4.62%	2.52															
Environment Scientist IV	42.00	0																	
Engineer Tech V	50.96	0																	
Engineer Tech IV	45.24	0																	
Engineer Tech III	35.70	0																	
Engineer Tech II	26.09	0																	
Admin Support III	31.64	4	3.08%	0.97															
Admin Support II	27.84	0																	
Admin Support I	19.28	0																	
Project Surveyor	34.16	0																	
CADD Technician III	46.39	0																	
CADD Technician II	40.19	12	9.23%	3.71										4	14.29%	5.74			
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		130	100%	\$36.18	4	100.00%	\$29.95	2	100%	\$29.95	4	100%	\$29.95	28	100%	\$31.41	4	100%	\$29.95

Exhibit B - Preliminary Engineering

AVERAGE HOURLY PROJECT RATES

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

DATE 06/09/20

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Preliminary Environmental Site Assessment (PESA)			Meetings			Project Development Report			QA/QC			Manage Project					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Executive Vice President	78.82																		
Vice President	68.50																		
Engineer V	64.37										4	100.00%	64.37	8	100.00%	64.37			
Engineer IV	53.19																		
Engineer III	44.94							8	40.00%	17.98									
Engineer II	36.67																		
Engineer I	29.95	38	73.08%	21.89	4	100.00%	29.95	8	40.00%	11.98									
Environment Scientist V	54.52	6	11.54%	6.29															
Environment Scientist IV	42.00																		
Engineer Tech V	50.96																		
Engineer Tech IV	45.24																		
Engineer Tech III	35.70																		
Engineer Tech II	26.09																		
Admin Support III	31.64	4	7.69%	2.43															
Admin Support II	27.84																		
Admin Support I	19.28																		
Project Surveyor	34.16																		
CADD Technician III	46.39																		
CADD Technician II	40.19	4	7.69%	3.09				4	20.00%	8.04									
TOTALS		52	100%	\$33.70	4	100%	\$29.95	20	100%	\$37.99	4	100%	\$64.37	8	100%	\$64.37	0	0%	\$0.00



Resolution for Improvement Under the Illinois Highway Code



Resolution Type	Resolution Number	Section Number
Original		20-00024-00-RS

BE IT RESOLVED, by the President and Board of Trustees of the Village of Beecher Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Gould Street	0.17	FAU 423	Indiana Avenue	Penfield Street

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Preliminary Engineering (Phase I) for roadway resurfacing.

2. That there is hereby appropriated the sum of sixteen thousand and 00/100 Dollars (\$16,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Janett Conner Village Clerk in and for said Village

of Beecher in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Beecher at a meeting held on

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day of Month, Year

(SEAL)

Clerk Signature Date

Approved

Regional Engineer Department of Transportation Date

Green- Recommended for funding as requested Yellow- Recommended for funding in later year(s) White-Recommended for Contingency Program

PROJECT INFORMATION			RECOMMENDED PROGRAM										REQUESTED
Points	Rank	C/MAP ID	Project	Muni/Lead	Phases	2021	2022	2023	2024	2025	5-Year Total	5-Year Total	
			Bell Road	Will	C	\$4,500,000	\$0	\$0	\$0	\$0	\$4,500,000	\$4,500,000	
			143rd Street Extension	Plainfield	E2/C	\$2,244,000	\$1,756,000	\$0	\$0	\$0	\$4,000,000	\$4,000,000	
			Penfield	Beecher	C/CE	\$0	\$3,674,000	\$0	\$0	\$0	\$3,674,000	\$3,674,000	
			Haven at Cedar	New Lenox	C	\$0	\$0	\$1,758,000	\$0	\$0	\$1,758,000	\$1,758,000	
			127th at Plainfield-Naperville Road	Plainfield	C	\$0	\$0	\$1,400,000	\$0	\$0	\$1,400,000	\$1,400,000	
			Manhattan-Monee Road	Monee	C	\$0	\$0	\$0	\$0	\$2,376,000	\$2,376,000	\$2,376,000	
			Renwick Rd	Plainfield	C	\$0	\$0	\$0	\$1,498,000	\$0	\$1,498,000	\$1,498,000	
			McEvilly	Minooka	C	\$0	\$0	\$0	\$0	\$1,200,000	\$1,200,000	\$1,200,000	
			Minooka Rd	Minooka	C/CE	\$364,000	\$1,611,200	\$0	\$0	\$0	\$1,611,200	\$364,000	
			West Street	Peotone	C/CE	\$408,800	\$0	\$0	\$0	\$0	\$408,800	\$408,800	
			IL Rt 171 and IL Rt 7	Lockport	C/CE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
			IL Rt 7 (9th Street)	Lockport	C/CE	\$0	\$0	\$0	\$4,048,000	\$0	\$4,048,000	\$4,048,000	
			127th Street & Plainfield-Naperville Road	Plainfield	C/CE	\$0	\$0	\$1,039,175	\$0	\$0	\$1,039,175	\$1,039,175	
			Court Street LAFO Elder to Eastgate	Monee	C/CE	\$188,800	\$0	\$0	\$0	\$0	\$188,800	\$188,800	
			Essington Road	Joliet	C/CE	\$0	\$0	\$0	\$0	\$3,460,000	\$3,460,000	\$3,460,000	
			80th Ave	Will	-	Request exceeds available funds remaining in any year						\$0	\$0
			135th Street	Romeoville	E2, C/CE	\$0	\$152,000	\$2,365,200	\$0	\$0	\$2,517,200	\$2,517,200	
			151st Street Reconstruction	Homer Glen	E2	\$0	\$0	\$387,242	\$0	\$0	\$387,242	\$387,242	
			N Broadway Reconstruction	Coal City	E2	\$0	\$0	\$0	\$281,568	\$0	\$281,568	\$281,568	
			Cedar Road at Haven Ave	New Lenox	-	Funding had to be in requested year, exceeds funding available in 2023						\$0	\$0
			Will Road	Diamond	E2	\$0	\$0	\$0	\$340,000	\$0	\$340,000	\$340,000	
			St. Francis Road	Frankfort	C/CE	\$0	\$0	\$0	\$824,520	\$0	\$824,520	\$824,520	
			Court Street LAFO Eastgate to Will Center	Monee	-	Request exceeds available funds remaining in any year						\$0	\$0
			Laraway Road	Will	-	Request exceeds available funds remaining in any year						\$0	\$0
			Renwick Rd	Plainfield	-	Funding had to be in requested year, exceeds funding available in both 2022 and 2024						\$0	\$0
			Moen Ave Cost Increase	Rockdale	-	Funding had to be in requested year, exceeds funding available in 2021						\$0	\$0
			191st Street Resurfacing	Mokena	-	Request exceeds available funds remaining in any year						\$0	\$0
			Bell Rd from 151st to 143rd	Will	-	Request exceeds available funds remaining in any year						\$0	\$0
			Budler Road	Romeoville	-	Request exceeds available funds remaining in any year						\$0	\$0
			Eastern Ave	Shorewood	-	Request exceeds available funds remaining in any year						\$0	\$0
			US 45 Bike Path	Manhattan	-	Request exceeds available funds remaining in any year						\$0	\$0
			Court Street LAFO Will-Center to Steger Monee	Mokena	-	Request exceeds available funds remaining in any year						\$0	\$0
			Church Road	Monee	-	Request exceeds available funds remaining in any year						\$0	\$0
			Gould Street	Beecher	E2, C/CE	\$16,000	\$176,000	\$0	\$0	\$0	\$192,000	\$192,000	
			Boughton	Beecher	-	Request exceeds available funds remaining in any year						\$0	\$0
			Industrial Drive/Cleveland Ave	Monee	-	Request exceeds available funds remaining in any year						\$0	\$0
			Grand Total			\$7,721,600	\$7,369,200	\$6,949,617	\$6,992,088	\$7,036,000	\$36,068,505	\$36,068,505	
			Unprogrammed Balance			\$160,164	\$20,942	\$145,417	\$102,946	\$59,034	\$488,503	\$488,503	

VILLAGE OF BEECHER, ILLINOIS
2017 WASTEWATER TREATMENT PLANT IMPROVEMENTS
CONSTRUCTION SERVICES AGREEMENT
AMENDMENT NO. 1

THIS AGREEMENT AMENDMENT is effective as of _____, ____ (“Effective Date”) between Village of Beecher (“OWNER”) and Baxter & Woodman, Inc., (“ENGINEERS”) for the purpose of amending the Construction Services Agreement between these parties effective August 15, 2017 hereinafter referred to as the AGREEMENT to include additional construction services for modifying the Debt Authorization Ordinance for the Loan increase, revise the Detailed Demonstration, identify impact on OM&R expense projections, and review impact on rates.

WITNESSETH that in consideration of the covenants herein, these parties agree as follows:

ITEM NO. 4.1 of the AGREEMENT is hereby amended to increase the Engineer’s standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel amount from \$628,000 to \$633,000:

Construction Services – Exhibit B	\$ 628,000
Construction Services – Added by this Amendment No. 1	\$ <u>5,000</u>
Revised Total Fee per Amendment No. 1	\$ 633,000

ITEM NO. 3. of Exhibit B of the AGREEMENT is hereby amended to include the ENGINEERS’ assistance as the OWNER prepares the documentation required to increase the IEPA Water pollution Control Loan Program loan from \$10,000,000 to about \$10,300,000. The required documentation to be prepared by the OWNER with assistance by the ENGINEER is expected to include:

1. New Debt Authorization Ordinance.
2. Legal Opinion by the Village Attorney on the ability of the OWNER to repay the loan.
3. Revised Detailed Demonstration of the OWNER’s ability to repay the loan.
4. Revised operation, maintenance, and replacement (OM&R) expense projections.
5. Revised plan to increase on the sewer rate (only if the loan increase necessitates it).

All other provisions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date which is indicated above (on page 1).

Engineer:
BAXTER & WOODMAN, INC.

Owner:
VILLAGE OF BEECHER, ILLINOIS

By: 

By: _____

Title: Vice President, Construction

Title: Village President

Date Signed: June 18, 2020

Date Signed: _____

Address for giving notices:
8678 Ridgefield Road
Crystal Lake, IL 60012

Address for giving notices:
PO Box 1154
625 Dixie Highway
Beecher, IL 60401-1154

Designated Representative:
Dennis Dabros, P.E.
Vice President, Construction

Designated Representative:
Robert O. Barber
Village Administrator

Phone Number: 815-444-3335
Email Address:
ddabros@baxterwoodman.com

Phone Number: 708-946-2261
Email Address:
bobadm@villageofbeecher.org

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