

MEMORANDUM

TO: Village President and Board of Trustees

FROM: Robert O. Barber, Village Administrator

DATE: Friday, September 24th, 2021

RE: VILLAGE ADMINISTRATOR MATERIALS FOR VILLAGE BOARD MEETING

BOARD MEETING DATE: *Monday, September 27th at 7:00 p.m.*

A G E N D A

I. PLEDGE TO THE FLAG

II. ROLL CALL

III. APPROVAL OF MINUTES OF THE PREVIOUS MEETING

IV. VILLAGE CLERK REPORT

V. RECOGNITION OF AUDIENCE

VI. REPORT OF THE VILLAGE PRESIDENT

1. CONSIDER THE APPOINTMENT OF DAVID HARRISON AS CODE COMPLIANCE OFFICER. The Village was approached by a retired resident that expressed an interest in the code enforcement officer position. The Chief and Administrator interviewed the candidate after an application was received and wish to recommend him for the position. Our current code enforcement officer was hired full time and will be going to midnights on October 1st. This person has been voluntarily training and will be ready to go by then. He will also handle special projects for the police department as assigned by the Chief.

This officer will wear a different uniform and be in an unmarked vehicle. He will work flexible daytime hours per agreement with the Chief, but would average about 17 hours per week.

A. FINANCE AND ADMINISTRATION COMMITTEE – Jonatan Kypuros Chair, Roger Stacey

1. UPDATE ON \$254,000 LOAN FOR SPLASH PAD. The Treasurer has asked that we wait until the next meeting on Tuesday, October 13th to formally consider a loan offer. We are trying to obtain three formal offers before drafting the loan agreement and ordinance. The Treasurer will consult with the Finance Chair on the offers prior to having the attorney draft the necessary paperwork.

B. PUBLIC BUILDINGS AND PROPERTIES, PARKS AND RECREATION COMMITTEE – Joe Tieri Chair, Ben Juzeszyn

1. SPLASH PAD UPDATE. Since the change order was under \$5,000 and there was a need to push the project along before the first frost, the Village Administrator approved a \$2,878 change order for the new walkway and this change order is enclosed. This was discussed at the last meeting and the Supt. thought it would only be around \$1,000 but the walk came in at 42 feet in length to meet the 2% slope requirements. Since we came in under budget on the remaining quiet zone costs in the budget we will use some of those funds.

C. PLANNING, BUILDING AND ZONING COMMITTEE – Roger Stacey Chair, Todd Kraus

1. ADMINISTRATIVE HEARING ON APPEAL TO SPRINKLER REQUIREMENTS FOR BUILDING AT 610 GOULD STREET has been scheduled before the planning and zoning commission for this coming Wednesday night. This will not come to the Village Board since the ordinance reads that the PZC has the final say on these matters.

D. PUBLIC SAFETY COMMITTEE – Todd Kraus Chair, Joe Tieri

1. ANNOUNCEMENT OF FULL TIME OFFICER HIRING will be made at the meeting.
2. PART-TIME OFFICER HIRING STATUS REPORT will be provided at the meeting.
3. POLICE STATION FEASIBILITY UPDATE. A public safety committee was held at 6pm to review the initial comments from the architect and an update will be provided.
4. POLICE CHAPLAIN PROGRAM will be reported on by the Chief at the meeting.
5. CONSIDER A MOTION AUTHORIZING THE PURCHASE OF NETWORK PROTECTION EQUIPMENT FOR THE POLICE DEPARTMENT IN THE AMOUNT OF \$3,643.44. The Village Hall side has been upgraded but the police department side does not have the redundancy it needs to keep the wifi network and the phone system up and running during power failures or glitches in the wireless network. The phone system is actually going out about

twice per week. The installation of this equipment should greatly reduce the frequency of outages at the station.

6. CONSIDER A MOTION AUTHORIZING THE PURCHASE OF A CHAIN OF EVIDENCE SOFTWARE PACKAGE IN THE AMOUNT OF \$5,249. This new program and audit of the evidence locker will be explained at the meeting. It is required by law that these audits be performed to preserve the integrity of chain of evidence. Please see the enclosed proposal.

7. CONSIDER A MOTION AUTHORIZING THE LEASE-PURCHASE OF FIVE NEW IN-CAR VIDEO SYSTEMS FOR PATROL VEHICLES FOR \$8,133 IN THE FIRST YEAR AND \$9,183 FOR THE NEXT FOUR YEARS. The Chief and the Administrator have identified \$20,300 in the budget for new equipment: \$10,300 in the current budget and \$10,000 in the asset forfeiture account left over from the sale of the Humvees. The above items and this agenda item can be used to fund these projects. The Chief has identified this project as a very urgent need for the safety of officers and for those they come in contact with. These systems can also add body cameras down the road when we are ready for that conversion. Please see the enclosed proposal. All of these projects can be completed within the existing budget, but four future years of funding will be required for this project.

E. PUBLIC WORKS COMMITTEE – Joe Gianotti Chair, Jonathan Kypuros

1. GOULD STREET WATERMAIN PROJECT UPDATE.
2. LEAD SERVICE LINE REMOVAL PROGRAM UPDATE to be provided by the Supt.
3. DIXIE HIGHWAY WATERMAIN PROJECT is completely designed and we are awaiting an IDOT permit and obtaining two easements. We will not go to bid until we have the Gould Street watermain project awarded and we know what funding we have.
4. PENFIELD STP PROJECT UPDATE. We are now slated for a January 21st bid opening and many things are happening behind the scenes to get this project to bid. Some easements have to be signed off and permits required. We are now on a hard clock.
5. STATUS OF SALT SUPPLY FOR 2021/2022 WINTER SEASON. The Supt. will explain the dilemma we face and the options we have to get us through the year. Luckily we have 600 tons in storage for about ½ a normal Winter.
6. LEAF PICK-UP BEGINS SOON. Even though it is still very warm the leaves are sure to fall. The Supt will provide the first estimated date of pick-up.
7. WATERBILLING REGISTER is enclosed for your review. The Supt. can report on some leaks that have been detected by our equipment in the last two months and the repairs that have been made.
8. SEWER DEPARTMENT MONTHLY REPORT is enclosed for your review.

9. CONSIDER A RESOLUTION ENDORSING AN APPLICATION FOR SAFE ROUTES TO SCHOOLS (SRTS) FUNDS FOR THE CLOSING OF GAPS IN PUBLIC SIDEWALKS THROUGHOUT THE VILLAGE. This is a re-application from last year where we were rejected to due the volume of applications received. This project scores well but there were too many projects in the hopper last year. We must continue to re-apply until our project is funded. The good news is that the program has changed to accommodate more applications; the bad news is that the total grant amount has been reduced. Now the program has changed from a 100% grant with a maximum of \$750,000 to a 20% local match maximum of \$250,000. Our engineer estimate of probable cost is \$500,330 so the Village would have to fund 50% of this project or \$250,000. We have 36 months to complete the project from the date of grant agreement. We can reduce the scope of the project at the appropriate time to \$300,000 which would make our local match \$50,000 but we decided to go for the entire sidewalk program and worry about paring it down later. Bids could also come in under the engineers estimate.

10. CONSIDER AN ENGINEERING SERVICES AGREEMENT WITH BAXTER AND WOODMAN IN THE AMOUNT OF \$4,000 USING MFT FUNDS TO DESIGN THE SRTS SIDEWALK PROJECT AND SUBMIT THE AMENDED APPLICATION. This motion should be passed if the resolution above is passed.

F. ECONOMIC DEVELOPMENT AND COMMUNITY RELATIONS COMMITTEE
- Ben Juzeszyn, Chair, Joe Gianotti

1. RESULTS OF BEECHER WASTEWATER TREATMENT PLANT OPEN HOUSE HELD ON AUGUST 28TH. It seems like a long time ago but this is the first committee report since then. We had about 80 attendees total and it was very hot.

2. FALL NEWSLETTER DEADLINE APPROACHING FAST. October 1st is the deadline for articles and the newsletter will be mailed the week of October 12th.

3. UPDATE ON "AN EVENING OF MUSIC IN THE PARK" SET OF SATURDAY, OCTOBER 9TH FROM 6:00 TO 9:30 P.M. will be provided at the meeting.

G. OLD BUSINESS

H. NEW BUSINESS

I. ADJOURN INTO EXECUTIVE SESSION (if necessary)

J. ADJOURNMENT

We will take a five minute break and return for strategic planning Part #2. Do not forget your survey packets.

**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
SEPTEMBER 13, 2021 -- 7:00 P.M.**

All present joined in the Pledge to the Flag.

President Meyer called the meeting to order.

ROLL CALL

PRESENT: President Meyer and Trustees Kypuros, Juzeszyn, Gianotti, Tieri, Stacey and Kraus.

ABSENT: None.

STAFF PRESENT: Clerk Janett Conner, Administrator Robert Barber, Public Works Superintendent Matt Conner, Chief Terry Lemming, EMA Director Bob Heim and Treasurer Donna Rooney.

GUESTS: Mr. & Mrs. David Weissbohn.

President Meyer asked for consideration of the minutes of the August 23, 2021 Board meeting. Trustee Kraus made a motion to approve the minutes as written. Trustee Stacey seconded the motion.

AYES: (6) Trustees Kypuros, Juzeszyn, Gianotti, Tieri, Stacey and Kraus.

NAYS: (0) None.

Motion Carried.

RECOGNITION OF AUDIENCE

None.

CLERK'S REPORT

A report was provided of income received in August, 2021.

REPORTS OF VILLAGE COMMISSIONS

There was no report for Beautification Commission.

Trustee Kraus provided a report on the 4th in the Fall Fest. He said it was a good fest and well attended, but final numbers are not yet available. He thanked everyone for coming out. President Meyer reported that there were a lot of unknowns and thanked the Commission members, volunteers, sponsors, and all that came out each day. The Commission had four days of great attendance.

Trustee Juzeszyn provided a Youth Commission report. The kid and pet parade went well. New Commissioners will be appointed tonight.

There was no report on the Historic Preservation Commission.

VILLAGE PRESIDENT REPORT

President Meyer appointed the following people to the Beecher Youth Commission: Kristin Tucker, Codi Killis, Jessica Smith, Kelly Weissbohn and Hebah Arroyo. Trustee Kypuros made a motion to approve President Meyer's appointments. Trustee Juzeszyn seconded the motion.

AYES: (6) Trustees Kypuros, Juzeszyn, Gianotti, Tieri, Stacey and Kraus.

NAYS: (0) None.

Motion Carried.

A. FINANCE AND ADMINISTRATION COMMITTEE

Trustee Kypuros made a motion to approve the Treasurer's Report of financial activity in the prior month. Trustee Tieri seconded the motion. Treasurer Rooney was present and provided a report.

AYES: (6) Trustees Kypuros, Juzeszyn, Gianotti, Tieri, Stacey and Kraus.

NAYS: (0) None.

Motion Carried.

Variance reports for the previous month were included in the packet for review.

Trustee Kypuros read aloud the bills added since Friday and made a correction. Becker's Automotive needs to be reduced by \$656.11 and Goldie's Auto Body increased by that same amount, due to an error on the bill list. Trustee Kypuros made a motion to approve payment of the list of bills in the amount of \$204,216.31 and payrolls for the previous month. Trustee Stacey seconded the motion.

AYES: (6) Trustees Kypuros, Juzeszyn, Gianotti, Tieri, Stacey and Kraus.

NAYS: (0) None.

Motion Carried.

The Attorney has recommended a formal motion be made prior to considering loan offers for a monthly installment loan in the amount of \$254,000. Trustee Kypuros made a motion authorizing the solicitation of proposals for a monthly installment loan in the amount of \$254,000 for 120 months for the General Fund. Treasurer Rooney provided a report. Trustee Kraus seconded the motion.

AYES: (6) Trustees Kypuros, Juzeszyn, Gianotti, Tieri, Stacey and Kraus.

NAYS: (0) None.

Motion Carried.

The Board considered bid proposals for the 2021 sidewalk and curb replacement program. Two proposals were received. Superintendent Conner explained discrepancies in the bid from J & J Newell Concrete. He reached out to them and they never answered so he recommended not considering their proposal. Trustee Gianotti made a motion to approve award of a bid for the 2021

sidewalk and curb replacement program to Perino Brothers in the amount of \$20,050 for sidewalk removal and replacement and in the amount of \$13,436 for curb replacement. Trustee Tieri seconded the motion.

AYES: (6) Trustees Kypuros, Juzeszyn, Gianotti, Tieri, Stacey and Kraus.

NAYS: (0) None.

Motion Carried.

G. OLD BUSINESS

Superintendent Conner explained a change order for the splash pad. George's Landscaping is proposing putting a 4-5 foot wide sidewalk next to the existing concrete pad to make it ADA compliant. He doesn't have the estimated cost for this yet, but is thought to come in less than \$1,000.

Administrator Barber said a TIF Joint Review Board meeting needs to be scheduled for the end of September.

Administrator Barber reported Bill Salmen will be submitting a formal appeal for the sprinkler requirements at 614 Gould Street, so the Planning and Zoning Commission will need to hold an administrative hearing.

There was discussion on the October 9th Music in the Park event. Sit-N-Bull has agreed to sell the liquor and the Lions Club will sell food as a fundraiser. The High School will be asked if they are interested in selling popcorn and drinks. The event is coming together per Trustee Juzeszyn. Trustee Juzeszyn asked EMA to be there. He will work with Public Works on set up of the grounds before the event. Staff will work on advertising for the event.

I. NEW BUSINESS

Trustee Kraus reported that he has met with Chief Lemming. One of the things identified as a problem in the Police Department is not enough supervision on night shift. The Police Commission will assist with this. Trustee Kraus said he would also like to see minimum staffing limits for the Police Department. He also identified that the evidence vault needs to be audited. Chief is working on getting prices to get the audit completed. Chief should have prices by the next meeting.

The following reports were provided in the packet for review:

1. Police Department Monthly Report
2. EMA Monthly Report
3. Building Department Monthly Report
4. Water Department Monthly Report
5. AZAVAR Quarterly Report

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

AYES: (6) Trustees Kypuros, Juzeszyn, Gianotti, Tieri, Stacey and Kraus.

NAYS: (0) None.

Motion Carried.

Meeting adjourned at 7:25 p.m.

Following adjournment of the regular meeting, the Board took a five-minute recess and then conducted strategic planning.

Respectfully submitted by:

Janett Conner
Village Clerk



1410 Mills Road • Joliet, Illinois 60433 • T (815) 774-0350 • F (815) 774-0352 • www.georgeslandscaping.com

9/15/2021

Bob Barber
Village Administrator
Village of Beecher
625 Dixie Highway
Beecher, Illinois 60401

RE: ADA Sidewalk for Splash Pad at Fireman's Park

Project Proposal

Bob,

We at GLI are pleased to present you with this proposal for an ADA, 5' wide sidewalk to connect the existing asphalt path to the new splash pad. It was discovered, during layout of splash pad, that tying the concrete splash pad to the existing concrete pad would not work nor make the site ADA compliant. GLI notified Matt from the Public Works Department of the findings and the solution which is as follows.

Sidewalk to be approx. 42'x5' from asphalt path to the edge of the new splash pad.

- A. Layout the sidewalk so it will meet ADA requirements.
- B. Excavate and haul off the spoils. They will be trucked to the Public Works facility as GLI did for the splash pad spoils.
- C. Gravel and Frame for the new sidewalk.
- D. GLI will pour the sidewalk at 5" thick and will finish with a light broom. If Beecher Requires for ADA Tiles to be installed at the area adjacent to the asphalt GLI will install ADA tiles provided by Beecher.

Price.....\$2878.00

Proposal Accepted By:

Date:

9/16/2021

Title:

VILLAGE ADMINISTRATOR

Pricing Good for 5 Days from Date of Issue... This work will need to be completed at the same time work on splash pad is being completed...

Project Exclusions:

- Site Security
- Traffic Barricades
- Winter Concrete Practices
- Vandalism of New Concrete
- Permits
- Job Bonding Costs

Sincerely,
George Petecki, Jr.
President

PD Network/Server Rack Estimate

<u>Components</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Price</u>
Hardware			
Server/APC Rack - StarTech.com 22U 4 Post Adjustable Depth (RK2236BKF) https://www.amazon.com/qp/product/B000IZ95CQ/	1	\$693.99	\$693.99
UPS - Tripp Lite UPS Smart Online 1500VA 1350W 208/230V LCD WEBCARDLX https://www.officedepot.com/a/products/8884190/Tripp-Lite-UPS-Smart-Online-1500VA/ https://www.cdw.com/product/tripp-ups-1500va-208-230v-webcardlx/6057207	1	\$1,224.99	\$1,224.99
Server Rack Shelf - StarTech.com 1U Adjustable Vented Shelf - 250lbs https://www.amazon.com/StarTech-com-Server-Rack-Shelf-Adjustable/dp/B008X3JHIC/	2	\$87.24	\$174.48
Com Rack Shelf - AC Infinity Vented Cantilever 1U Universal Rack Shelf 10" https://www.amazon.com/AC-Infinity-Cantilever-Universal-Heavy-Duty/dp/B01C9KYUG8/	2	\$25.99	\$51.98
KVM Swtich - IOGEAR 8-Port USB with USB KVM Cables, GCS1808KITU https://www.amazon.com/IOGEAR-8-Port-Switch-Cables-GCS1808KITU/dp/B002MAPSA8	1	\$298.00	\$298.00
		Sub Total:	\$2,443.44
			tax and shipping not included

<u>Labor</u>	<u>Hourly Rate</u>	<u>Hours</u>	<u>Total</u>
Server Rack Assembly	\$75.00	2	\$150.00
Setup UPS units, cleanup communications rack, and start cable labeling	\$75.00	14	\$1,050.00
		Sub Total:	\$1,200.00

Total for Labor and Parts		Total:	\$3,643.44
			tax and shipping not included

Robert Barber

From: Terrence Lemming
Sent: Tuesday, September 21, 2021 10:54 AM
To: Robert Barber
Subject: FW: PMI Evidence Tracker™ - Proposal
Attachments: Beecher Police -S.docx; PMI Evidence Tracker Features SQL.pdf; System requirements for PMI Evidence Tracker 7-6.pdf

Bob
Attached is the cost of the evidence tracking system. The total is \$5,249. We need everything listed on the invoice except the \$695 renewal fee.

From: John Alex <jalex@scanpmi.com>
Sent: Friday, September 10, 2021 3:49 PM
To: Terrence Lemming <tlemming@villageofbeecheer.org>
Subject: PMI Evidence Tracker™ - Proposal

Hi Terry,

It was great talking with you today and for your interest in our PMI Evidence Tracker™ evidence management system. PMI has been serving the barcode industry since 1984 and law enforcement for the past 21 years. Our PMI Evidence Tracker™ system was designed by Cops for Cops to dramatically reduce your workload by providing an automated control system for managing evidence and property. Affordable and easy to use, our PMI Evidence Tracker™ provides a simple solution to a complex problem. Affordable and easy to use, our PMI Evidence Tracker™ provides a simple solution to a complex problem. I have attached a proposal for our PMI Evidence Tracker™ Standard Unlimited User system. I have also attached a list of the main features in our program, system requirements and a screen shot of the Evidence input screen. We can go over any features or answer any questions next week. Thank you for giving me the opportunity to work with you on this very important project.

Regards,

John Alex

Progressive Microtechnology, Inc.
4475 US 1 South, Suite 501
St. Augustine, FL 32086
Phone: (904) 797-1050
Toll Free: (800) 325-7636
Web Site: <https://pmievidencetracker.com>



September 10, 2021

TO: Beecher Police Dept.
Attn: Chief Terry Lemming
724 Pennfield St.
Beecher, IL 60401
Tel: (630) 514-3390

FROM: John Alex
jalex@scanpmi.com
Tel: 904-797-1050
Toll: 800-325-7636
Fax: 904-797-6100

Quote # JAR910211640
Pages in Quote: 2

Hi Terry,

Thank you for giving PMI the opportunity to quote you on your bar-coding needs. We appreciate the fact that you are interested in our PMI Evidence Tracker™ system. I am pleased to offer our **PMI Evidence Tracker™ Standard** package, which is a complete system; that includes evidence and asset management software, Barcode Printer, labels, ribbons, barcode scanner with cable, site license, a year of tech supports including updates plus free shipping. You will also find pricing for renewing the service agreement and the cost of additional labels and ribbon. The pricing, herein, is good through November 31, 2021. Please find below your quote in its entirety:

<u>Qty.</u>	<u>Product/Description</u>	<u>Your Price</u>
1 pkg.	PMI Evidence Tracker™ Standard (SoPMI-ET7-S) Includes PMI Evidence Tracker™ Software with Evidence & Asset Management Module, one Barcode Scanner with cable (USB), one Zebra Label Printer with USB Cable, one Evidence Label Kit (1000 Labels) and one Asset Label Kit (2000 Labels). Includes Installation Support, one year of the Technical Service, <u>Unlimited User Site License</u> and <u>Free Shipping</u> .	\$ 4695.00
Optional Items		
1 ea.	Wireless Barcode Scanner (Optional) Includes a wireless barcode scanner with a base unit that attaches USB. Working range up to 30 ft. <i>(In exchange for cabled scanner in above quotes)</i>	\$ 150.00/ea
1 kit	Evidence Labels and Ribbon Kit (Additional Supplies) Includes 2 rolls of 4" x 3" (500 per roll) thermal transfer die cut poly labels and 1 roll of 4.33" x 74m resin ribbon.	\$ 85.00/ea
1 kit	Asset Labels and Ribbon Kit (Additional Supplies) Includes 2 rolls of 2" x 1" (1000 per roll) thermal transfer die cut poly labels and 1 roll of 2.52" x 74m resin ribbon.	\$ 69.00/ea
1 ea.	Technical Service Agreement (Renewal Cost) – Includes assistance for technical issues, plus all software updates and patches during the one year agreement period. Please note that this does not include training or customization. Must have ability to utilize go-to-meeting.	\$ 695.00

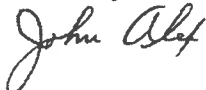


- 1 ea. **2 Hour Web Based Training** – Includes 2 hours of training through the internet. Training for your program administrator staff to include the following: software overview, system setup, admin security, customizing evidence screen, entering evidence, checking evidence in/out, creating reports, conducting a physical inventory, and creating short cuts that save time and effort, etc. Must have ability to utilize go-to-meeting.

\$ 250.00

Unless otherwise stated herein, all prices are in U.S. dollars, FOB Saint Augustine, Florida and do not include import duties or any other fee associated with the sale and shipping of your purchase. For your convenience, unless otherwise discussed and put into writing by the parties, PMI accepts MasterCard, Visa, AMEX, COD, pre-payment by wire transfer (only method for international sales), and Net-30 terms with approved credit. If you have any questions, concerns, or comments, please feel free to contact me at any time. I certainly hope that we may do business together and I appreciate you giving PMI the opportunity to work with you on this project.

Sincerely,



John Alex



PMI Evidence Tracker™ Features

- ✓ Our PMI Evidence Tracker© program was designed by Cops for Cops and is the easiest to use, most economical and Cop friendliest evidence management system on the market today.
- ✓ Our program has a modern user interface and uses SQL server for data storage.
- ✓ Our program comes with both an evidence module to manage all your evidence, from recovery to disposal, and an asset module your Quartermaster can use for managing all your physical and assigned equipment.
- ✓ Our license is a site license which means you can install the program on your server and then access it from any client, work station or remote desktop that's on the same network. There are no limitations on the number of users that can access the program. (Basic Version limited with 2 user license)
- ✓ You own the license and never have to pay an annual renewal fee.
- ✓ Our system uses three levels of security that enable the program administrator to control who has access to the program, where they can go in the program and what they can do in the program.
- ✓ Includes an Activity Log that tracks all activity in the program by individual user.
- ✓ Use barcodes to check items in and out of the evidence room and to conduct a physical inventory.
- ✓ Includes a backup and restore function. Built-in Backup Module has an automatic scheduler setup and control feature.
- ✓ We use only one input screen to enter or edit evidence and that screen can be customized by you to meet department preferences.
- ✓ The evidence screen can be easily modified to hide fields you don't use, move fields on the screen, make fields required, change the field header names to suite your local requirements and create your own list for any of the drop-down fields.



- ✓ When entering multiple pieces of evidence for the same case number, the software will auto-fill whichever fields you have selected to do so.
- ✓ We have 11 user defined fields plus a notes field. The user fields include both text and drop-down type that can be quickly edited to meet local requirements. The notes field can handle up to 1,000 characters.
- ✓ Print evidence or shelf labels directly from the program and create short cut labels to reduce key strokes.
- ✓ A built-in Graphic Label Editor allows you to customize your evidence, asset and shelf labels.
- ✓ Add attachments, including graphics, word documents, PDFs, photos, receipts, videos, etc. to each piece of evidence.
- ✓ There are many predefined reports available and a simple to use report writer to create an unlimited number of custom reports that you can filter any way you want. The reports are all generated within the program, eliminating the need for learning a third-party reporting system.
- ✓ Print receipts directly from the program.
- ✓ Import function allows the importing of case data into the PMI Evidence Tracker™ system from another SQL database. The Import can run in a manual (one time) or polling (continual) mode. The polling mode has a user defined adjustable frequency rate.
- ✓ Import data from a delimited file like csv or Excel into PMI Evidence Tracker™.
- ✓ Copy and paste data from the program into a Word document, Excel table, email, notepad, etc.
- ✓ The Chain of Custody keeps track of all movement of evidence in and out of your property room.



- ✓ Batch Check In/Out saves time when processing destruct orders or purging evidence from your property room.
- ✓ Our program can easily manage multiple property rooms and an inventory can be done on one or all of them at any time.
- ✓ The program uses a mathematical algorithm to select the number of items you have chosen to review when running a random audit.
- ✓ Optional Software with cordless scanner to automate and speed up the process of conducting your physical inventory for both evidence and assets. The software can be installed on any computer, laptop or tablet that doesn't have the PMI Evidence Tracker™ program installed and has Windows® 10 operating system. You only need to scan the shelf location barcode followed by the barcode on each piece of evidence. The collected data is then compared to the program data so you can run a report that will tell you if anything is missing, in the wrong place or checked out.
- ✓ The asset module allows you to identify and keep track of all your assigned equipment and other assets. You can assign equipment to an individual or location and can print out any number of predefined reports and unlimited custom reports.
- ✓ We include a year of technical support which includes Free software updates.
- ✓ Our system uses polysynthetic labels, which can withstand very high or very low temperatures, for both evidence and assets. You can spill most anything on them with full confidence they will continue to retain their integrity and that the barcode will scan for many, many years to come.
- ✓ Our systems include a barcode printer, a barcode scanner, labels, ribbon and license, that you own plus a year of support.
- ✓ Free shipping in Continental USA.

For more information click onto the following link:

<https://www.pmievidencetracker.com/>



System requirements for PMI Evidence Tracker 7

Stand-alone (32-bit) on Windows 10

Minimum Requirements:

- .NET Framework 3.5 SP1
- 1.0 GHz Processor
- 4GB RAM
- SQL Express 2019
- At least 1GB free hard disk space for SQL Server
- At least 100MB for data
- Plus space needed for any attachments (5GB to start)

Recommended:

- 2.0 GHz Processor or faster
- 4GB RAM
- SQL Express 2019
- At least 1GB free hard disk space for SQL Server
- At least 500MB for data
- Plus space needed for any attachments (30GB to start)

Stand-alone (64-bit) on Windows 10

Minimum Requirements:

- .NET Framework 3.5 SP1
- 1.4 GHz Processor
- 4GB RAM
- SQL Express 2019
- At least 1GB free hard disk space for SQL Server
- At least 100MB for data
- Plus space needed for any attachments (5GB to start)

Recommended:

- 3.0 GHz Processor or faster
- 4GB RAM
- SQL Express 2019
- At least 1GB free hard disk space for SQL Server
- At least 500MB for data
- Plus space needed for any attachments (30GB to start)



Client-Server Requirements

Client Windows 10

Minimum Requirements:

- .NET Framework 3.5 SP1
- 1.0 GHz Processor
- 4GB RAM

Recommended:

- Windows 10 pro
- 2.0 GHz Processor or faster
- 4GB RAM

Windows Server 2019

Minimum Requirements:

- .NET Framework 3.5 SP1
- 2.0 GHz Processor
- 4GB RAM
- Windows Server 2019
- SQL Express 2019
- At least 1GB free hard disk space for SQL Server
- At least 500MB for data
- Plus space needed for any attachments (5GB to start)

Recommended:

- 3.0 GHz Processor or faster
- 8GB RAM
- Windows Server 2019
- SQL Express 2019
- At least 1GB free hard disk space for SQL Server
- At least 500MB for data
- Plus space needed for any attachments (30GB to start)



PMI Audit Device System Requirements

Minimum Device Requirements

- 10" - 12", 2-in-1 Touchscreen Windows 10 Tablet
- Intel Quad-Core processor
- 4 GB System RAM
- 64 GB HDD (SSD Better)
- Windows 10 OS (Pro Best)
- Bluetooth 4.1
- 802.11ac / WiFi
- USB 2

Better Device Requirements

- 10" - 12", 2-in-1 Touchscreen Windows 10 Tablet
- Intel Quad-Core processor
- 6 GB System RAM
- 64 GB HDD (SSD Better)
- Windows 10 OS (Pro Best)
- Bluetooth 4.2
- 802.11ac / WiFi
- USB 3.1

Best Device Requirements

- 10" - 12", 2-in-1 Touchscreen Windows 10 Tablet
- Intel Quad-Core processor
- 6 GB System RAM
- 128 GB HDD (SSD Better)
- Windows 10 OS (Pro Best)
- Bluetooth 4.2
- 802.11ac / WiFi
- USB 3.1



15612 College Blvd
 Lenexa, KS 66219
 1-800-440-4947 www.digitalallyinc.com

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Customer:

Beecher Police Department Chief Terry Lemming 724 Penfield St Beecher, IL 60401
--

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
BEEILO	CM2	FEDERAL EXPRESS	Net 30	Derek Butler	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
5		5-Year Sub Plan 90-Day Retention (Includes (8) EVO Complete Kits, (8) Users, All Other Licenses)	\$1824.00	\$0.00	\$0.00	\$9,120.00
1		Additional Storage Block of 100GB - Annual Cost	\$63.00	\$0.00		\$63.00
2		Optional DVM-800 Trade in Credit	(\$300.00)	\$0.00		(\$600.00)
3		DVM-500plus Trade in Credit	(\$200.00)	\$0.00		(\$600.00)

Notes:

Activation:

- Product Setup & Configuration
- Dedicated Project Manager
- Best Practices & Implementation Planning Session
- Product Support for Life of Product

60 Month Subscription Plan Includes:

- 5 Complete EVO-HD Kits
- 5 DVM-800/500+ Trade in Credits
- 5 Users
- 5-Year Advanced Exchange Warranty on EVO
- All Cloud Licenses on 90-Day Retention Plan
- Security Groups & Granular Permission Controls
- Event Tagging, Notations, Playback Review, & Reporting
- Case Management & GPS Mapping
- Full Access to Share Portal
- Full Access to Prosecution Portal
- Full Access to Automatic Redaction Software

Subscription Notes:

- Additional Storage Purchased in Block of 100GB for \$63 Per Year.
- Accessories Not in EVO or FVHD Purchased Separately.
- Turnkey Services Sold Separately @ \$2,000.00
- Installation Sold Separately @ \$499.00 Per Install
- Optional Removal of Existing System Sold Separately @ \$75.00 Per System
- Applicable Taxes and Freight Due Upfront
- Applicable Taxes Not Included In Quote

Total Discount	\$0.00
Subtotal	\$7,983.00
Misc	
Tax	\$0.00
Freight	\$150.00
Total	\$8,133.00

Annual Subscription Breakdown:

(Does Not Include Extra Storage)
 (First Year Includes Hardware and Freight)

1st Year=\$ 8,133.00

2nd Year=\$ 9,183.00

3rd Year=\$ 9,183.00

4th Year=\$ 9,183.00

5th Year=\$ 9,183.00

5-Year Total = \$ 44,865.00



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Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "you".

- 1. Exclusion of Other Terms; Entire Agreement.** Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, the limited warranty accompanying the Goods, these Terms, and any special conditions agreed to in writing and signed by you and Digital Ally are incorporated and collectively referred to herein as the "Order", which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by you and Digital ("Additional Agreement(s)"), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the product or specific purchase to which such Additional Agreement applies, except as otherwise provided in such Additional Agreement. If your purchase includes a license or licenses to permit you to use Digital Ally software, the terms of the software license(s) provided to you by Digital Ally shall apply to such software.
- 2. Payment.** Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less.
- 3. Unpaid Charges.** You will be responsible for all costs Digital Ally incurs in connection with the collection of unpaid amounts, including court costs, reasonable attorneys' fees, collection agency fees and any other associated costs.
- 4. Security Interest.** You hereby grant Digital Ally a security interest in the Goods to secure your payment obligation to Digital Ally under this sale, pursuant to these Terms. You hereby authorize Digital Ally to file such UCC financing statements in such jurisdictions as Digital Ally deems appropriate to perfect the security interest granted hereby.
- 5. Taxes.** In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.
- 6. Shipment.** Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's facility in Lenexa, Kansas.
- 7. Force Majeure.** DIGITAL ALLY WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, DELAY, OR FAILURE OF DELIVERY RESULTING FROM CAUSES THAT ARE BEYOND DIGITAL ALLY'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, THOSE DELAYS ARISING FROM EQUIPMENT MANUFACTURE AND SHIPPING (EACH, A "FORCE MAJEURE"). DIGITAL ALLY WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES FROM ANY FORCE MAJEURE DELAY WHATSOEVER.
- 8. Limitation of Liability.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIGITAL ALLY AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY,



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"DIGITAL ALLY PARTIES") WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER, THE GOODS, OR THESE TERMS, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' CUMULATIVE LIABILITY IN CONNECTION WITH THE ORDER, THE GOODS, AND/OR THESE TERMS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO DIGITAL ALLY FOR THE SPECIFIC GOODS IN CONTROVERSY. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND EACH WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF THIS AGREEMENT. 9. Warranty; Limitations on Remedies. Digital Ally's repair or replacement warranty on the goods provided under the Order is set out in a separate statement (the "Limited Warranty"), which sets forth the only warranty applicable to the goods sold under this Order. THAT LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, THAT EXTEND BEYOND DIGITAL ALLY'S LIMITED WARRANTY STATEMENT. OTHER THAN THE LIMITED WARRANTY, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DIGITAL ALLY DOES NOT WARRANT THAT THE GOODS OR ANY DELIVERABLES WILL OPERATE UNINTERRUPTED OR ERROR FREE. YOU'RE SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM ARISING FROM OR RELATING TO THE ORDER WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS. The Limited Warranty applicable to the Goods is posted on the Digital Ally website at the following website address:

<http://www.digitalallyinc.com/documents/txdirWarrantyPolicy.pdf> The Limited Warranty provides you with warranty support from our offices in Lenexa, Kansas. You agree to appoint an Administrator (in accordance with Paragraph 17 of these Terms) at the place where the Goods are located to install and test all fixes, updates, products that we repair or replace, and to perform other actions reasonably requested by Digital Ally. Failure to properly maintain the Goods may void the Limited Warranty.

10. Third Party Claim Indemnification. You will indemnify, defend, and hold harmless Digital Ally, its managers, agents, employees, successors and assigns (collectively, the "Indemnified Parties"), from and against any claims, damages, losses, costs, and expenses (including reasonable attorneys' fees and other costs of legal defense, whether direct or indirect) arising out of or relating to any third party claim concerning (i) your use of the Goods under this Order, (ii) breach of these Terms, or (iii) violation of applicable law by you. This indemnification will survive the expiration or termination of this Order.

11. Risk of Loss. Risk of loss to goods purchased will pass to you at the earlier of the time the Goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

12. Acceptance; Claims for Shortage or Non-Conformity. Delivered Goods will be deemed accepted upon the earlier of your formal acceptance of the Goods or the expiration of 30 days from delivery of the Goods ("Acceptance of the Goods"). If you discover upon initial inspection of the Goods that (a) some or all of the Goods are defective or (b) that the goods delivered do not conform to your Order, you must promptly notify Digital Ally of your rejection of the goods within 30 days from the delivery date, after which Digital Ally shall have a reasonable opportunity to cure any non-conformance with the Order. Digital Ally is not responsible for Goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim for deliver damage. Claims for shortages in



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shipment not chargeable against the carrier will not be considered unless written notice is given to Digital Ally within 10 days from date of receipt of the Goods.

13. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those dealing with the use, purchase and distribution of the Goods purchased under these Terms. You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Goods within your jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or reexportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Goods purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

14. Changes to the Terms. The Terms in effect at the time you place your Order for the goods sold hereunder will apply to such Order and goods. Digital Ally reserves the right to make changes to these Terms from time to time, and any such changes will take effect immediately, except that changes with respect to your rights and obligations relating to payments, shipments, cancelled orders and/or returns, warranty, and limitations on remedies will only apply to future orders.

15. Governing Law; Jurisdiction and Venue. This Order and all disputes arising under this Order shall be governed by and construed in accordance with the law of the State of Kansas, without regard to its choice of law rules. Any action claim arising out of or relating to this Order, the Goods, or these Terms must be brought in the District Court of Johnson County, Kansas (and its appellate courts) or in the U.S. District Court for the District of Kansas (and its appellate courts), and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, such courts.

16. Authority. You warrant and represent to Digital Ally that you have all authority and capacity necessary to enter into this agreement and agree to these Terms. If you are entering into this agreement on behalf of a company, a government entity, or other legal entity, you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf.

17. Administrator. You agree to appoint a primary administrator ("Primary Administrator") with the technical knowledge necessary to install and perform routine maintenance on the Goods, to make firmware updates and fixes, and to perform component upgrades for and basic troubleshooting on the Goods.

18. Trade-ins. (a) Traded Equipment. If, as part of your Order, Digital Ally agrees in writing to accept a trade-in from you ("Trade-In") and offers you a discount on a new Order for an equipment trade-in ("Trade-In Program"), or if Digital Ally otherwise accepts a Trade-In from you at any other time or upgrades or replaces any products or equipment ("Trade-In Offer"), the Trade-In Program or Trade-In Offer is subject to the following additional rules. You expressly understand, accept and agree that: (i) you are



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solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the products and equipment being traded ("Traded Equipment"); (ii) you will follow all Digital Ally and carrier shipping rules in returning the Traded Equipment to Digital Ally; (iii) the trade-in transaction is final and that by your accepting the Trade-In Program or Trade-In Offer, ownership of Traded Equipment is transferred irrevocably to Digital Ally immediately, the Traded Equipment will not be returned to you under any circumstances, and you are irrevocably transferring the Traded Equipment to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Traded Equipment in Digital Ally's sole discretion; and (v) if the Traded Equipment is not returned to Digital Ally so as to be received by Digital Ally within thirty (30) days of the date of delivery of the new equipment you have received from Digital Ally as a replacement for the Traded Equipment, you will lose your discount pursuant to the Trade-In Program, and, whether pursuant to the Trade-In Program or Trade-In Offer, you will not receive any credit, refund, or value for the Traded Equipment. When returning the Traded Equipment, you must return all parts and accessories comprising of the Traded Equipment, exclusive of wiring, or you will not receive full credit for the Traded Equipment, which will be reduced pro-rata in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned. (b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE TRADE-IN PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE TRADE-IN PROGRAM OR TRADE-IN OFFER WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

19. Advance Exchange Program. (a) Replaced Goods. If your Order includes participation in Digital Ally's Advance Exchange Program, offered in conjunction with Digital Ally's Limited Warranty, Digital Ally will send you the replacement for Goods replaced pursuant to the terms of the applicable Digital Ally Limited Warranty in advance of receiving the Goods Digital Ally has agreed in writing to replace for you ("Replaced Goods"). In such case, you expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the Replaced Goods; (ii) you will follow all Digital Ally and carrier shipping rules in returning the Replaced Goods to Digital Ally; (iii) the return of Goods is final and that by participating in the Advance Exchange Program, ownership of the Replaced Goods is transferred irrevocably to Digital Ally immediately, the Replaced Goods will not be returned to you under any circumstances, and you are irrevocably transferring the Replaced Goods to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Replaced Goods in Digital Ally's sole; and (v) you will ship the Replaced Goods back to Digital Ally within thirty (30) days of your receiving your replacement. If you fail to return the Replaced Goods to Digital Ally within such thirty (30) day period, Digital Ally may, in its sole discretion, immediately suspend your participation in the Advance Exchange Program for such breach, until you either: (i) return the Replaced Goods to Digital Ally; or (ii) pay to Digital Ally the original purchase price of the Replaced Goods. If you fail to return the Replaced Goods to Digital Ally for a period exceeding ninety (90) days, Digital Ally may, in its sole discretion, immediately terminate your participation in the Advance Exchange Program, with no further opportunity to cure the breach, and you will be immediately responsible for paying to Digital Ally an amount equal to the original purchase price of the Replaced Goods. When returning the Replaced Goods, you must return all parts and accessories comprising of the



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Replaced Goods, exclusive of wiring, or you will be responsible for payment of that part of the Replaced Goods not returned, which will be charged on a pro-rata basis in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned.(b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ADVANCE EXCHANGE PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE ADVANCE EXCHANGE PROGRAM WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

20. General. Captions have been inserted solely for convenient reference and shall not limit or affect the scope or interpretation of any provision hereof. No provision of these Terms shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought. A signature provided by facsimile or other electronic transmission shall constitute a valid signature for purposes of agreeing to these Terms. If any provision of these Terms are held to be illegal or unenforceable to any extent, the legality and enforceability of the remainder of these Terms shall not be affected thereby, shall remain in full force and effect, and shall be enforced to the greatest extent permitted by law.



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QUOTE

Popek Communications

554 Diversatech
Manteno, IL 60950
(708) 906-6962

INVOICE # ESTIMATE
DATE: 9/20/21

TO Chief Terry Lemming
Beecher Police Department
724 Penfield Street
Beecher, IL 60401

Customer ID No. Camera Swaps

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
John	Camera Swaps		

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
4.5 <i>5</i>	Remove and install of customer new Digital Ally in car video systems. Old camera systems to be returned to the customer. Estimate is per vehicle.		350.00
SUBTOTAL			350.00
SALES TAX			0.0
TOTAL			350.00

\$1,750.00 TOTAL

Quotation prepared by: John _____

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: _____



Public Safety Direct, Inc.
4614 W 137th Street
Crestwood, IL 60418 US
(708)389-1896
Sales@PublicSafetyDirect.com

Estimate 5261

ADDRESS	SHIP TO	DATE	TOTAL
Beecher Police Department 724 Penfield St Beecher, IL 60401	Beecher Police Department 724 Penfield St Beecher, IL 60401	09/17/2021	\$450.00

P.O. NUMBER
Camera Swaps

SALES REP
TJ

DESCRIPTION	QTY	RATE	AMOUNT
Shop Service - Remove and install of new Digital Ally in car video system. Old camera system to be returned to the customer Estimate is per vehicle	4.50 5	100.00	450.00

TOTAL **\$450.00**

THANK YOU.

Accepted By

Accepted Date

* 2,250.00

Village of Beecher
 625 Dixie Highway
 PO Box 1154
 Beecher, Illinois 60401
 Phone: 708-946-2261
 Fax: 708-946-3764
 www.villageofbeecher.org



President
 Marcy Meyer
Clerk
 Janett Conner
Administrator
 Robert O. Barber
Treasurer
 Donna Rooney

Trustees
 Jonathon Kypuros
 Todd Kraus
 Benjamin Juzeszyn
 Joe Tieri
 Roger Stacey
 Joseph Gianotti

WATER BILLING REGISTER REPORT

Billing Period: July-August, 2021

Gallons Pumped	Gallons Metered	Difference	Pumped/Billed Ratio	Water Loss
38,141,000	22,435,000	15,076,000	58.82%	41.18%

This compares to the pumped/billed ratio of 66.23% for the same period last year and the 10 year average of 66%.

of water accounts: 1,744 (adjustment)

BREAKDOWN OF WATER CHARGES

Amount billed for water: \$174,743.62

Watermain Replacement Flat Charge: \$6,976.00

of sewer accounts: 1,727

Watermain Replacement \$2 Rate: \$43,578.00

Amount billed for sewer: \$100,950.22

Over 30,000gl \$1/1,000gl surcharge: \$3,519.00
 (3,519,000 gl billed this period over 30,000)

Amount billed for sewer debt: \$18,640.29

Water Rate for Operations: \$120,670.62
 (Standard rate)

of accounts on lift station charges: 333 (no change)

Amount charged for lift station usage: \$2,533.78

of refuse accounts: 1,619 (adjustment)

Amount billed for refuse: \$63,770.46

New Account Charges: \$900.00

Mosquito Charges: \$3,471.39

Total amount billed this period: \$365,009.76

Village of Beecher Wastewater Treatment Plant

Monthly Report



Month :AUGUST 2021

Year: 2021

Total Gallons . MGD

Influent : 16.663 MGD

Daily Maximum: 2.040 : MGD

Effluent: MGD

Daily Maximum: 2.484 MGD

Minimum: 0.526 MGD

Average Daily Flow: 0.709 MGD

Excess Flow: 0 MGD

Chlorine Used: (lbs) 0

Excess Treated: 0 MGD

Rainfall: 9.85 Inches

Return Sludge: 27.366 MGD

Dry Sludge Removed (Cubic Yards): 0

Liquid Sludge Hauled Gallons: 0 gals

Laboratory Information ;. Effluent

5 Day CBOD Avg : 1.0 mg/l	(Daily max): 1.4 mg/l
Total Suspended Solids Avg: 0.88 mg/l	(Daily Max): 1.2 mg/l
Ammonia Nitrogen Avg: 0.21 mg/l	(Daily Max): 0.75 mg/l
Total Phosphorus Avg: 3.90 mg/l	(Daily Max): 5.59 mg/l

.Laboratory Information; Influent

Total Phosphorus Avg: 6.4 mg/l	Daily Max: 23.1 mg/l
Average 5 Day BOD: 118.5 mg/l	Average TSS: 289.23 mg/l
Ammonia Nitrogen Avg: 24.27 mg/l	(Daily max) : 46.49 mg/ l
% Removal BOD: 99.8 %	% Removal SS: 99.7%

Equipment ,repairs , maintenance,

***OXIDATION DITCH** monthly , weekly maintenance performed.

***BLOWER** monthly maintenance performed, **CLARIFIERS** monthly maintenance performed, **EXCESS FLOW PUMP 8"** out of service, compressor on pump needs replaced, also pumps control system. Plant Scada Alarm Dialer Systems fiber optic phone line repaired.

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

***Monthly** Final Effluent and Raw Influent ammonia nitrogen and Total Phosphorus samples analysis performed and completed by Suburban Labs, ,

***Monthly** Monitoring and Up Stream, Down Stream samples collected , analysis performed and completed by Suburban Laboratories for the Month of August 2021, **July 2021 Biomonitoring**, analysis report completed by Paragon Laboratories, and submitted to the IEPA. **July2021 NPDES DMR** reports completed and submitted to the IEPA..

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

Sincerely,

A handwritten signature in black ink, appearing to read "John Hernandez", written in a cursive style.

John Hernandez

Chief Operator Wastewater Treatment plant

September 21, 2021

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

Subject: Village of Beecher - 2021 Safe Routes to School Program Application

Dear Mr. Barber:

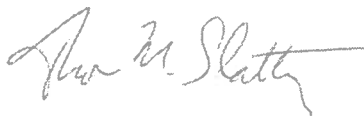
Enclosed for your review and approval are the following documents in connection with the subject project:

- Five (5) copies of the Resolution for Improvement (BLR 09110) for \$4,000.00 of MFT Funds.
- Five (5) copies of the Local Public Agency Engineering Services Agreement (BLR 05530).
- Five (5) copies of the Illinois Safe Routes to School Program Local Assurance Resolution.

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

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Thomas M Slattery, P.E., PTOE

Enclosure

RESOLUTION NUMBER _____

**ILLINOIS SAFE ROUTES TO SCHOOL PROGRAM
LOCAL ASSURANCE RESOLUTION**

WHEREAS the PRESIDENT AND BOARD OF TRUSTEES of the VILLAGE OF BEECHER, Will County, Illinois desires to improve and enhance transportation corridors within the VILLAGE; and

WHEREAS the Illinois Department of Transportation (IDOT) administers the Illinois Safe Routes to School Program (SRTS) to assist local communities with pedestrian/bicycle facilities, safety/education activities for pedestrians/bicyclists within a two-mile radius of any K-8 elementary school; and

WHEREAS the SRTS is a reimbursement program, not a grant program, and will reimburse 80% of the costs for construction and construction engineering; and

WHEREAS a sunset clause will be enforced and sets requirements for the time a sponsor has to complete a project. This work must be completed within 36 months of the date of award notice.

Failure to meet schedule may result in forfeiture of SRTS funds.

WHEREAS one (1) application for SRTS funding is to be submitted online to IDOT by close of business (4:30 PM) September 30, 2021, and

WHEREAS the “VARIOUS SIDEWALK GAP IMPROVEMENT PROJECT” consisting of installation of ADA accessible sidewalk within existing sidewalk gaps, including detectable warnings, along various streets within a two-mile radius of Beecher Junior High School and Beecher Elementary School, have been identified by VILLAGE staff to comply with the VILLAGE desires to improve and enhance the pedestrian corridors within the VILLAGE.

NOW, BE IT RESOLVED that the PRESIDENT AND BOARD OF TRUSTEES of the VILLAGE OF BEECHER, Will County, Illinois, authorize the VILLAGE staff to apply to the Illinois Department of Transportation (IDOT), Safe Routes to School Program (SRTS) to assist in the funding of the above described project.

BE IT FURTHER RESOLVED that the PRESIDENT AND BOARD OF TRUSTEES of the VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS:

1. Certifies that they are willing and able to manage, maintain and operate the project; and
2. Possesses the legal authority to nominate the safe routes to school project and to finance, acquire, and construct the proposed project; and by this assurance authorizes the nomination of the sidewalk project, including all understanding and assurances contained therein, and authorizes representative to act in connection

RESOLUTION NUMBER _____

**ILLINOIS SAFE ROUTES TO SCHOOL PROGRAM
LOCAL ASSURANCE RESOLUTION**

with the nomination and to provide such additional information as may be required; and

3. Affirms that, if selected, the project will commence within the time periods defined by the Sunset Clause and in accordance with Departmental policies.

I, _____, Clerk in and for the VILLAGE OF BEECHER, Will County, Illinois, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the PRESIDENT AND BOARD OF TRUSTEES at a meeting on _____.

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

Village Clerk

(SEAL)



Local Public Agency Engineering Services Agreement



Using Federal Funds? Yes No

Agreement For:

Agreement Type:

LOCAL PUBLIC AGENCY			
Local Public Agency	County	Section Number	Job Number
Village of Beecher	Will	21-00025-00-SW	
Project Number	Contact Name	Phone Number	Email
	Robert Barber	(780) 946-2261	rbarber@villageofbeecher.org

SECTION PROVISIONS			
Local Street/Road Name	Key Route	Length	Structure Number
Various			
Location Termini			Add Location
Various			Remove Location

Project Description

Application assistance for 2021 Safe Routes to School Program. ENGINEER's project number 211916.90

Engineering Funding: MFT/TBP State Other

Anticipated Construction Funding: Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT			
Consultant (Firm) Name	Contact Name	Phone Number	Email
Baxter & Woodman, Inc.	Tom Slattery	(815) 459-1260	tslattery@baxterwoodman.com
Address	City	State	Zip Code
1548 Bond Street, Suite 103	Naperville	IL	60563

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA 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.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge Contractor A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum

Specific Rate \$4,000.00 (Maximum Fee \$150,000)

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

- 1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- 2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
- 3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Baxter & Woodman, Inc.	36-2845242	\$4,000.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
-		
Subconsultant Total		
Prime Consultant Total		\$4,000.00
Total for all work		\$4,000.00
Add Subconsultant		

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The of

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency Local Public Agency Type Clerk

Title

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

Baxter & Woodman, Inc.

By (Signature & Date)

Barbara Tabin 9/21/21

Title

Deputy Secretary

By (Signature & Date)

[Signature] 9/21/21

Title

Executive Vice President/COO

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

[Empty signature box]

Local Public Agency	County	Section Number
Village of Beecher	Will	21-00025-00-SW

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Location:

The project is located at various locations within the Village of Beecher.

Project Understanding:

The work included in the project consists of completing a 2021 Safe Routes to School (SRTS) application for the installation of sidewalks.

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: Sidewalk Survey
2. Funding Application - Complete and submit SRTS funding application with the Illinois Department of Transportation (IDOT) including all necessary exhibits and cost estimates. Assist the Village with coordination of resolutions, letters of support and surveys 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.

Local Public Agency	County	Section Number
Village of Beecher	Will	21-00025-00-SW

**EXHIBIT B
PROJECT SCHEDULE**

9/30/2021 - Safe Routes to School application due.

Local Public Agency

County

Section Number

Village of Beecher

Will

21-00025-00-SW

**Exhibit C
Direct Costs Check Sheet**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				

Local Public Agency	County	Section Number
Village of Beecher	Will	21-00025-00-SW

**Exhibit D
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?
[] Yes [X] No

Resolution Type: Original, Resolution Number: [], Section Number: 21-00025-00-SW

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:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: Various

For Structures:

Table with 5 columns: 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 2021 Safe Routes to School Program.

2. That there is hereby appropriated the sum of four thousand and 00/100 Dollars (\$4,000.00) 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

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 September 27, 2021

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

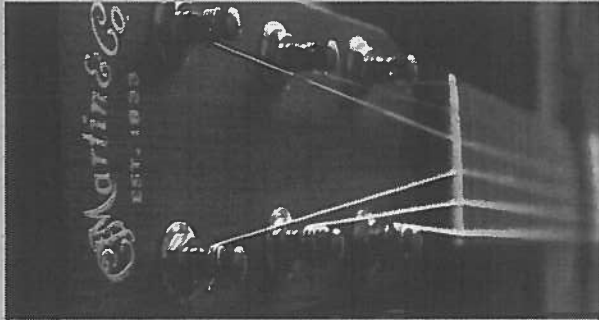
(SEAL)

Clerk Signature and Date fields

Approved

Regional Engineer Signature and Date fields

AN EVENING OF MUSIC IN THE PARK



Featuring
"Acoustic Abrasion"

FIREMEN'S PARK
675 PENFIELD STREET
BEECHER

Saturday, October 9, 2021

6 - 9:30 p.m.

Food, drinks & live music

Free Admission

Bring your lawn chair

Family friendly event

Food & Drinks available
for purchase from:

Beecher Lions Club
Sit-N-Bull



villageofbeecher.org
708-946-2261

VILLAGE OF BEECHER
STRATEGIC PLANNING SESSION
SEPTEMBER 13, 2021

STRENGTHS

1. Small town feel
2. Safe place to live
3. Responsive to community
4. Community Involvement

WEAKNESSES

1. Too close to the state line
2. Lack of recreational opportunities
3. Lack of diversified tax base
4. Overall resistance to change

THREATS

1. Property taxes
2. Competition for growth
3. Declining quality of K-12 Education
4. Increasing crime in surrounding areas

OPPORTUNITIES

1. Younger volunteers
2. Availability of land
3. Rejuvenation of academic standards & facilities
4. Availability of educated workforce

VILLAGE OF BEECHER
STRATEGIC PLANNING SESSION
SEPTEMBER 13, 2021

TOP 10 PRIORITIES

1. Increasing total EAV through Industrial/Commercial development
2. Replace aging water system
3. New or improved police facilities
4. Improved park and recreational opportunities
5. Create more community-wide events
6. Diversified residential growth
7. Road improvements
8. Make downtown viable
9. Regulation of rental properties/code enforcement
10. Fiscal responsibility