

MEMORANDUM

TO: Village President and Board of Trustees

FROM: Robert O. Barber, Village Administrator

DATE: Friday, February 25, 2022

RE: VILLAGE ADMINISTRATOR MATERIALS FOR VILLAGE BOARD MEETING

BOARD MEETING DATE: *Monday, February 28, 2022 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 MEETINGS OF THE MONTH

IV. VILLAGE CLERK REPORT

V. RECOGNITION OF AUDIENCE

1. LPR GRANT PRESENTATION BY JAMES GLASCOW, STATES ATTORNEY

VI. REPORT OF THE VILLAGE PRESIDENT

1. MASKS ARE NOW OPTIONAL AT MEETINGS MOVING FORWARD. The State has lifted its mask mandates effective today and the Village Board may continue to mask on an individual basis as they see fit.
2. PROCLAMATION: MARCH, 2022 AS “BEECHER WOMEN’S CLUB MONTH” IN THE VILLAGE OF BEECHER. Please see the enclosed proclamation.
3. CONSIDER AN ORDINANCE AMENDING THE CODE PERTAINING TO VIDEO GAMING. The state law has changed and the Village President as Liquor Commissioner has been preparing a new ordinance with the Village Attorney that allows for a \$250 annual fee per machine to be collected and codifies how we have been administering the video gaming licenses. Please see the enclosed ordinance. It is recommended for approval.

4. APPOINTMENT OF CASEY THOMPSON TO THE BEECHER FOURTH OF JULY COMMISSION. Casey was a volunteer last year and attended a meeting of the Fourth of July Commission and expressed an interest in working on the food stand and vendors committees. This will leave one commissioner spot open yet for publicity.

5. REQUEST FOR EXECUTIVE SESSION TO DISCUSS LAND ACQUISITION PERTAINING TO THE SITE SELECTION FOR THE NEW POLICE STATION AND THE STATUS OF PENDING LITIGATION (FIELDGATE LAWSUIT). This has been posted in the event a session is needed for this purpose.

A. FINANCE AND ADMINISTRATION COMMITTEE – Jonathan Kypuros Chair, Ben Juzeszyn

1. CONSIDER A THREE YEAR CONTRACT FOR AN AUDITING FIRM. RFP's were sent out and eight responses were received. The Finance Committee will be meeting on Saturday morning to discuss the submittals and if a recommendation is made the Chair will make that recommendation Monday night. Enclosed is list of the RFP's received.

2. COMMITTEE MEETS TO WORK ON FIRST DRAFT OF BUDGET TO BE PRESENTED TO THE VILLAGE BOARD IN WORKSHOP ON MARCH 28TH. This committee meeting is scheduled to take place on Saturday morning at 7am and an update will be provided.

3. COMMITTEE REVIEWING BOND CONSULTANT AND COUNSEL FOR G.O. BOND ISSUE. If we proceed with a bond referendum and issuance of bonds we will need bond counsel and a consultant for the sale and brokerage of the bonds. The committee is reviewing the options of this and will report back to the Board next meeting.

B. PUBLIC BUILDINGS AND PROPERTIES, PARKS AND RECREATION COMMITTEE – Joe Gianotti Chair, Todd Kraus

1. CONSIDER AN ORDINANCE AUTHORIZING THE EXECUTION OF A SALE AND PURCHASE AGREEMENT WITH RIPPLE CREEK INVESTORS OF CHICAGO LLC FOR THE PURCHASE OF REAL PROPERTY COMMONLY KNOWN AS 652 PENFIELD STREET. This is the parcel we discussed in executive session last month where it would be less expensive to just purchase the entire lot for \$3,500 then to re-design the project around the right of way we were trying to acquire. The lot would be used for staging materials and equipment during the project and afterward perhaps a public parking area or community garden/park area. The lot could also be sold in the future. Please see the enclosed ordinance.

2. SUMMER CONCERT SERIES UPDATE. This meeting was held last Tuesday night and an update will be provided.

3. NICOR GAS SERVICE EXTENSION TO FOOD/CONCESSION STAND UPDATE to be provided at the meeting.

4. FOURTH OF JULY COMMISSION SELLING OLD JOHN DEERE RIDING MOWER. The Commission declared it as surplus and a bid process for its sale will begin. The Commission purchased this rider back in 2006 and it no longer serves and purpose in the park.

C. PLANNING, BUILDING AND ZONING COMMITTEE – Roger Stacey Chair, Joe Tieri

1. VILLAGE BUILDING DEPARTMENT BEGINS TO ADDRESS VACANT AND DILAPIDATED BUILDINGS. The buildings on the southeast and northeast corners of Dixie and Indiana are in bad shape and need to be addressed. The Building Inspector is working with the owner of the northeast corner but the owner of the southeast corner has been difficult to reach. Please see the enclosed letter.

2. ENGINEERING SUBMITTED FOR THE ILLIANA CROSSROADS BUSINESS PARK. There is enough material to schedule consideration of a preliminary and final plat of the west phase only for the March 24th PZC meeting. We will move this meeting to the Township in the event we have several guests. The final plat is only for the first nine lots up by Church Road and this is due to the cost of extending 3 phase power without knowing the demand and the loads.

3. HEARING NOTICE POSTED FOR CHANGES TO THE VILLAGE'S ZONING ORDINANCE PERTAINING TO FRONT YARD FENCES, COMMERCIAL TRAILERS IN RESIDENTIAL DISTRICTS, STORAGE CONTAINERS IN COMMERCIAL DISTRICTS, AND CARGO CONTAINERS IN RESIDENTIAL DISTRICTS AS A TEMPORARY USE. Enclosed is a copy of the hearing notice and the drafted ordinances which will be discussed at the next Planning and Zoning Commission meeting.

D. PUBLIC SAFETY COMMITTEE – Joe Tieri Chair, Jonathan Kypuros

1. GOLF CART PURCHASE UPDATE to be provided by the Chief.

2. NATIONAL NIGHT OUT will be Tuesday, August 2nd. Mark your calendars. There will be a job waiting for each Trustee.

3. BIKE RODEO UPDATE. There has been some discussion about moving the bike rodeo to the Fourth of July weekend as a morning event, perhaps on Saturday, July 2nd. In either case we need to pick a date fairly soon to get the word out.

E. PUBLIC WORKS COMMITTEE – Todd Kraus Chair, Roger Stacey

1. BRANDON GEREG RESIGNS FROM THE DEPARTMENT; COMMITTEE BEGINS PROCESS FOR A REPLACEMENT. As of this printing approximately 50 applications have been received and a selection and interview process will begin this coming week.

2. COMMITTEE MEETS TO REVIEW ITS BUDGETS. This meeting occurred on Tuesday, February 15th.
3. GOULD STREET WATERMAIN UPDATE. We are still waiting for DCEO approval of the bid but we believe that will occur. Once the approval is received we will provide authorization to proceed and set up the pre-construction meeting. Work should be beginning in April.
4. SEWER DEPARTMENT MONTHLY REPORT is enclosed for your review.

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

1. COMMITTEE CHAIR, VILLAGE PRESIDENT AND VILLAGE CLERK ATTEND WILL COUNTY ECONOMIC DEVELOPMENT TRAINING. A synopsis of what was learned or heard will be provided at the meeting.

G. OLD BUSINESS

H. NEW BUSINESS

I. ADJOURN INTO EXECUTIVE SESSION (if necessary)

J. ADJOURNMENT

**MINUTES OF THE REGULAR MEETING OF THE PRESIDENT
& BOARD OF TRUSTEES OF THE VILLAGE OF BEECHER
HELD AT THE BEECHER VILLAGE HALL,
625 DIXIE HIGHWAY, BEECHER, ILLINOIS
FEBRUARY 14, 2022 -- 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, Treasurer Donna Rooney, EMA Director Bob Heim and Code Enforcement Officer David Harrison.

GUESTS: George Schuitema, Tom Slattery from Baxter and Woodman and Jim Maciejewski from JMA Architects.

President Meyer asked for consideration of the minutes of the January 24, 2022 Board meeting. Trustee Kraus made a motion to approve the minutes as written. Trustee Juzeszyn 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

1) A report was provided of tax income received in January, 2022. 2) Clerk Conner reported that the Will County Clerk sent out notices about the Statement of Economic Interest filings. Board members will need to complete by May 1, 2022.

REPORTS OF VILLAGE COMMISSIONS

There was nothing to report for Beautification Commission.

Trustee Kraus reported that the next Fourth of July Commission meeting is this Wednesday at 6:30 p.m. at the Village Hall.

Trustee Juzeszyn reported that the Youth Commission's Daddy-Daughter Dance was held and went well. The event had a large turnout. He thanked all of the Youth Commission volunteers who came out and helped, and Trustee Tieri for his DJ services.

The Youth Commission's storage needs were also discussed. The current storage container has some moisture issues which has caused damage to some of their supplies. They are looking for more climate-controlled storage. If items are stored at the garage, they would only be able to access storage during regular working hours. Administrator Barber mentioned storage area that has an outside door at the Police station, but would need to check if that is currently being used, but will continue to look at options for them. The Commission will also be meeting this week and will discuss further.

Trustee Kypuros reported that the next Historic Preservation Commission meeting will be held this Wednesday at 6 p.m. at the Depot. A clean-out day for the Depot basement will be held March 16-17. The Commission needs to determine what size dumpster is needed.

VILLAGE PRESIDENT REPORT

President Meyer reported on a request for a cannabis craft grower special use permit. She met with the applicant to obtain an update on the project. The Illinois Supreme Court is hearing arguments in a class action suit over unfairness in issuing licenses and until the suit is settled there is a moratorium on the issuance of any new licenses. They can't do anything until they can be licensed by the State.

A Will County Governmental League synopsis of the impacts of the Governor's proposed budget was provided in the packet for review.

PUBLIC SAFETY COMMITTEE

Jim Maciejewski from JMA Architects provided a report on the feasibility study for a new police station. He provided handouts and provided a Power Point presentation on the space needs for the department, proposed site locations and cost estimates. The cost estimates are for the development and construction of the building and does not include furniture or any other equipment. The Village would need to pick a site and go for a bond referendum to pay for the project. Architect indicated he could come up with an estimate for furniture cost for planning purposes. Also will need to decide what to do with the existing building once they move into the new station. An appraisal will need to be obtained. The Board discussed the site options and costs of options B and D. The Board needs to decide which site to move forward with and then speak with the property owners.

Trustee Kypuros reported that the Village will need to do a lot of work on any future referendums to see it is done right and has the full Board's support. The police station referendum is more urgent at this time than the home rule referendum being discussed. The current facilities are not adequate or in good shape. Consensus of the Board agreed to move forward with the bond referendum for a new police station. Administrator Barber recommended doing the referendum in November to have adequate time to prepare for it. Need to talk to the property owners to determine the costs of the property. Administrator Barber recommended an elected official be an ombudsman for

negotiation with the property owners. President Meyer and Finance Chair Kypuros were designated to handle the negotiations on behalf of the Village Board. Will determine whether to put on June or November ballot when more information is obtained on how long it will take to put all of the information together and educate the public.

The Police Department monthly report was provided in the packet for review. Chief Lemming reported that a women's self-defense class will be held again, taught by Officer Hanson. There's a small handful of people signed up right now. He urged people to sign up before the class is full.

The EMA and Code Enforcement monthly reports were provided in the packet for review.

RESOLUTION #2022-2 – A Resolution approving participation and support of the Will County All-Hazards Mitigation Plan. A copy of the plan was sent out to the Board by email the previous week. Trustee Tieri made a motion to adopt Resolution #2022-2. Trustee Kypuros seconded the motion.

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

NAYS: (0) None.

Motion Carried.

The results of a presentation to high school students and parents on social media impacts on youth was provided by Chief Lemming. He said it was a great presentation and was for all of the students at the High School. Trustee Kraus asked if it could be presented to the Junior High also. Chief Lemming reported that there is a cost to this. Trustee Tieri suggested that Officer Hanson could do a presentation to the kids based on what he has learned from this presentation.

Administrator Barber reported that the Board for the Laraway Communications Center held its first quarterly meeting two weeks ago where it was learned that they have \$5 million on hand in their account with a positive fund balance for the end of the fiscal year of \$1.3 million. This is because the Center cannot get to full staffing and positions are funded, but not expended. Administrator Barber reported that they had a difficult time with staffing during Covid, but it is better now. A risk assessment was also conducted of the Center and a brief report was provided.

A joint Public Works/Public Safety Committee meeting was held prior to the meeting to discuss amendments to the on-street overnight parking ban after a snowfall. Trustee Tieri summarized to leave the ordinance as it is for this season and maybe reconsider after the snow season. The Board discussed whether to change the enforcement times after a snowfall. Ordinance will be enforced as it is now.

FINANCE AND ADMINISTRATION COMMITTEE

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

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 made a motion to approve payment of the list of bills in the amount of \$152,950.37 and payrolls for the previous month. Trustee Juzeszyn seconded the motion.

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

NAYS: (0) None.

Motion Carried.

An annual statement of interest from First Community Bank and Trust for 2021 was provided in the packet for review. The Village earned \$13,952.10 in interest during the calendar year even though rates were extremely low.

Trustee Kypuros asked to table the home rule referendum discussion at this time. It may be put back on the agenda at a future date.

The Fuel Committee met on Friday to open and consider bids. Thirteen companies were solicited for bids and two bids were received. The Fuel Committee awarded the bid for fuel to Co-Alliance for a fixed fuel price of \$3.36 per gallon unleaded and \$3.63 per gallon diesel charged to each taxing body. The pricing becomes effective March 1, 2022 and runs through March 1, 2023.

PUBLIC BUILDINGS AND PROPERTIES, PARKS AND RECREATION COMMITTEE

An update was provided on the summer concert series in Firemen's Park. Trustee Gianotti reported that the Committee has some of the bands under contract. The next meeting is February 22nd at 6:30 p.m. Trustee Juzeszyn asked who should sign the band contracts. President Meyer will sign the contracts.

It was reported that Nicor Gas is now saying a gas main needs to be run down the street to be able to put natural gas into the food stand in Firemen's Park. Need to figure out a different way to get gas to the building. President Meyer and staff will work on this.

PLANNING, BUILDING AND ZONING COMMITTEE

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

A report on the results of the January 27th Planning and Zoning Commission meeting was provided. Three amendments to the Zoning Ordinance were considered which included an administrative variance for front yard fences, parking of commercial trailers in the front yard setback and in the street, and storage containers in commercial districts. After deliberation, the Commission authorized an ordinance amendment be drafted and a hearing be held. Since the ordinance was not drafted in time for public notice, the hearing will be held on Thursday, March 24th.

An Illiana Crossroads Business Park update was provided. Formal engineering plans and the traffic study have not been submitted so the preliminary and final plat of subdivision cannot be considered at the February 24th PZC meeting. Therefore, the February 24th PZC meeting will be cancelled due to a lack of agenda items.

PUBLIC WORKS COMMITTEE

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

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

Trustee Kraus made a motion authorizing payment to Brandt Excavating in the amount of \$287,599.50 upon receipt of I.E.P.A. loan funds as disbursement #1 on the lead service line removal project. Trustee Stacey seconded the motion.

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

NAYS: (0) None.

Motion Carried.

Trustee Kraus made a motion to award a bid to M & J Underground of Monee in the amount of \$1,222,300.00 for the replacement of watermains on Gould Street, and under the railroad tracks at Penfield Street and Indiana Avenue, pending approval from the Department of Commerce and Economic Opportunity (DCEO) grant eligibility requirements. This is the third bid opening on this project. This bid, combined with \$86,000 in construction management, brings the total cost of the project to \$1,308,300. The Village will have to pick up \$342,300 of the project cost. Staff recommends approval of the bid. Trustee Stacey seconded the motion.

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

NAYS: (0) None.

Motion Carried.

Trustee Kraus made a motion authorizing the Village President and Clerk to sign a local public agency agreement for federal participation and a preliminary engineering services agreement with Baxter and Woodman Engineers in the amount of \$20,000 for the Gould Street resurfacing project with the Village's portion of the agreement being \$4,000. This is for the resurfacing of Gould Street from Penfield Street to Indiana Avenue. Trustee Stacey seconded the motion.

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

NAYS: (0) None.

Motion Carried.

Tom Slattery of Baxter and Woodman was in attendance to provide an update on the Penfield S.T.P. project and explain the delays in the project. Right of way acquisitions delayed the bidding process. Was able to get an acquisition cost from one of the property owners so would need to consider the land acquisition in executive session later in the meeting. It could also take 3-4 months to design and build the needed culvert, so it's possible the Village may have to wait until spring of 2023 for this project.

ECONOMIC DEVELOPMENT AND COMMUNITY RELATIONS COMMITTEE

Trustee Juzeszyn reported that President Meyer, Trustee Juzeszyn and Clerk Conner will be attending an Economic Development Training offered by the Will County Center for Economic Development at the Frankfort Village Hall on February 22nd.

An L.E.D. monument sign update was provided. This sign was discussed last month but it was decided to wait until closer to budget time to pick a favorite design. Four designs were provided with "most" of the Board desiring option A. Once a design is selected it will go to PZC on March 24th for workshop, April 28th for public hearing and the first meeting in May for Board approval. Trustee Kypuros said he trusted President Meyer to pick the sign design and the rest of the board concurred. President Meyer picked option A for the sign design.

OLD BUSINESS - None.

NEW BUSINESS - None.

There being no further business to be discussed in regular session, Trustee Kraus made a motion to adjourn into executive session at 8:22 p.m. to discuss easement acquisition with Village Engineer Tom Slattery. Trustee Kypuros seconded the motion.

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

NAYS: (0) None.

Motion Carried.

Trustee Tieri made a motion to return from executive session at 8:31 p.m. Trustee Kraus seconded the motion.

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

NAYS: (0) None.

Motion Carried.

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

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

NAYS: (0) None.

Motion Carried.

Meeting adjourned at 8:33 p.m.

Respectfully submitted by:

Janett Conner
Village Clerk

PROCLAMATION

A PROCLAMATION DECLARING MARCH 2022 AS "BEECHER WOMEN'S CLUB MONTH" IN THE VILLAGE OF BEECHER

WHEREAS, the Beecher Women's Club was organized and chartered exactly 100 years ago this year on March 7, 1922 by fifteen women under the leadership of Mrs. Maude Stites; and

WHEREAS, the Beecher Women's Club was organized with the object of serving the community as both a civic and charitable organization; and

WHEREAS, the Beecher Women's Club held numerous fundraisers and collection drives and donated thousands of dollars to the community to provide such items as: the first band shell and water fountain in Firemen's Park; the flag and pole in Memorial Park outside of the train depot; playground equipment for the grade school; gravel for a walkway; erecting lights around the Community Building and grade school; donating the park on the corner of Hodges and Reed Streets to the Village; providing street signs and house numbers for most homes in Beecher; donating money to start the Beecher Summer Rec program; and donating to help purchase band uniforms, glass backboards, and build tennis courts at the high school.

WHEREAS, some of its crowning achievements are providing scholarships; collecting for the Salvation Army for 47 years, the longest in the area; sponsoring annual blood drives; and giving full support to the establishment of a library district, donating \$5,000 toward the circulation desk.

NOW THEREFORE, I, Marcy Meyer, as President of the Village of Beecher, do hereby declare the month of March 2022 as "Beecher Women's Club Month" in the Village of Beecher, in recognition of its many years of dedication to making Beecher the community it is today.

In Witness Whereof, I have hereunto set my hand and caused this seal to be affixed this _____ day of _____, 2022.

Marcy Meyer, Village President

ATTEST:

Janett Conner, Village Clerk

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

ORDINANCE NO. _____

AN ORDINANCE REPLACING CHAPTER 13 AND ADDING CHAPTER 15 OF ARTICLE 3 PERTAINING TO VIDEO GAMING REGULATIONS IN THE VILLAGE OF BEECHER, AND REPEALING ALL VILLAGE CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT THEREWITH.

WHEREAS, the Village of Beecher, Will County, Illinois, is a non-home rule unit of government; and

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised that the Illinois Video Gaming Act (“VGA”), 230 ILCS 40/1, *et seq.*, regulates the operation, licensing, and administration of video gaming; and

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised that Section 27 of the VGA authorizes the Village of Beecher to prohibit video gaming within the corporate limits of the Village of Beecher and implied within such authorization is the authority to limit, license and regulate video gaming within the corporate limits of the Village of Beecher; and

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised that the Village of Beecher is authorized by Section 4-1 of the Illinois Liquor Control Act of 1934 (235 ILCS 5/4-1) to establish regulations and restrictions upon the issuance of and operations under local licenses for sale at retail of alcoholic liquor not inconsistent with the Illinois Liquor Control Act as the public good and convenience may require; and

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised that the Village of Beecher is authorized by Section 11-5-1 of the Illinois Municipal Code (65 ILCS 5/11-5-1) to suppress gaming and gambling houses; and

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, having reviewed the recommendations of its Village Administrator, now concur that is advisable, necessary, and in the best interests of the residents of the Village of Beecher to regulate, consistent with the VGA, the location and operation of video gaming terminals within the Village of Beecher.

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

SECTION ONE: That Chapter 13, entitled “**MISCELLANEOUS LICENSE FEES**” of Title 3, entitled “**BUSINESS REGULATIONS**”, of the Village Code of the Village of Beecher, be, and the same is hereby amended and replaced to read and provide as follows, namely:

**“CHAPTER 13
MISCELLANEOUS LICENSE FEES**

3-13-1: DEFINITIONS:

For the purposes of this Chapter, the following words and phrases shall have their plain and ordinary meanings unless defined as follows:

- A. **AMUSEMENT DEVICE:** Any mechanical device of entertainment and games of skill or amusement operated for gain or for profit, including, but not necessarily limited to, the following: video games, other arcade games, billiards and pool tables, pinball games, virtual reality games, computerized games, any music playing device; video/DVD/Blu-ray disk rental machines and any machine which, upon the insertion of a coin, credit card, slug, token, plate or disk, may be operated by the public generally for use as a game, for entertainment or amusement, whether or not registering a score. It shall include such devices as Redbox machines or similar video entertainment dispensing machine, marble machines, pinball machines, skillball, mechanical grab machines, pistol ranges, baseball games, bowling games, tennis games and any and all devices referred to as arcade equipment, and all games and operations similar thereto under whatever name they may be indicated. It shall also include those amusements operated by remote control, whether or not actuated by insertion of a coin. For purposes of this chapter, the term "amusement devices" shall not include mechanical devices commonly known as "kiddie rides" or "carnival amusement rides" designated for child or adult amusement rides. "Amusement devices" does not include "video gaming terminals".
- B. **TOBACCO BUSINESS:** Any business location that sells tobacco products to the public, including, but not limited to, cigarettes, cigars, chewing tobacco, vape and vaping materials, and the like.

3-13-2: LICENSE REQUIRED:

It shall be unlawful for any person to own or operate a tobacco business or amusement device without first having obtained a village license. All such entities or persons who require a license under this Chapter shall notify the Village to obtain the required village licenses.

3-13-3: LICENSE FEES:

A. The annual fee for any village license required by this Chapter shall be fifty dollars (\$50.00) for each amusement device, which license shall be in addition to any required business license.

B. The annual fee for a tobacco business license shall be fifty dollars (\$50.00), which license shall be in addition to any required business license.

C. All licenses issued under this Chapter shall be valid for one year from November 1 to October 31 of the following year or from when issued to the following October 31. Regardless of when applied for, the license fees shall be paid in full as provided herein.

3-13-4: PENALTY:

Any person who owns or operates a business or machine for which a license is required by this chapter is required to pay a late penalty of one hundred dollars (\$100.00) in addition to the annual license fee, if the annual license has not been timely obtained each year. In addition to all other remedies to the Village at law or in equity, any person who violates or fails to comply with any of the provisions of this Chapter shall be fined not less than one hundred dollars (\$100.00) or not more than seven hundred fifty dollars (\$750.00) for each offense. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.”

SECTION TWO: That Chapter 15, entitled “**VIDEO GAMING**” of Title 3, entitled “**BUSINESS REGULATIONS**”, of the Village Code of the Village of Beecher, be, and the same is hereby added to read and provide as follows, namely:

**“CHAPTER 15
VIDEO GAMING**

3-15-1: APPLICABILITY OF PROVISIONS:

The provisions of this chapter, except as otherwise provided, shall apply to all video gaming as hereinafter defined, whether specifically licensed or regulated under other provisions of this code or other ordinances, or not.

3-15-2: DEFINITIONS:

For the purposes of this chapter, the following words and phrases shall have their plain and ordinary meanings unless defined as follows:

- A. Board: the Illinois Gaming Board.
- B. Licensed Establishment: any business licensed by the State of Illinois to have or operate a Video Gaming Terminal in the Village.
- C. Video Gaming Terminal: any electronic video game machine that, upon insertion of cash or money equivalent, is available to play or simulate the play of a video game, including but not limited to, video poker, line up and blackjack, as authorized by the Board utilizing a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash. The term does not include a machine that directly dispenses coins, cash or tokens or is for amusement purposes only.

3-15-3: LICENSE

- A. No person or entity, either as owner, lessee, manager, officer or agent, or in any other capacity, shall operate or permit to be operated any Video Gaming Terminal at any premises within the Village without first having obtained a video gaming license from the Village. The license provided for in this Article shall permit a licensee to operate video gaming terminals at a premises specified in the permit.

B. No applicant shall be eligible for a video gaming license from the Village, nor shall an existing license holder be entitled to maintain a video gaming license, unless each of the following requirements are met and continue to be met during the term of the license:

- 1) The applicant holds the appropriate certificate or license from the State of Illinois permitting video gaming and is in good standing with same;
- 2) The establishment has been in operation at the location for at least three (3) months at the time the application is filed;
- 3) The establishment must maintain customer seating outside of the gaming area but within the premises at a ratio of at least four seats for each permitted Video Gaming Terminal;
- 4) The establishment shall have a fully functioning and operational kitchen with a valid permit from the Will County Health Department that serves food prepared on premises during normal business hours;
- 5) The applicant is not in arrears in any tax, fee or bill due to the Village or State of Illinois;
- 6) The applicant has completed and complies with all the application requirements set forth in Section 3-15-4 of this Code and is not disqualified due to a felony, gambling offense, or crime of moral turpitude; and
- 7) The establishment is located outside of a residential zoning district.

C. The Village President shall be the approving authority for all licenses. In the event a licensee or prospective licensee disagrees with any action taken by the Village President, an appeal may be made directly to the Village Board of Trustees at its next regularly scheduled meeting after written notice of the action from which an appeal is made and submitted to the Village Administrator.

D. All licenses issued under this Chapter shall be valid for one year from November 1 to October 31 of the following year or from when issued to the following October 31.

3-15-4: LICENSE APPLICATION REQUIREMENTS

The license applicant shall provide the following information to the Village:

- A. The legal name, and any assumed business name to be used, of the establishment;
- B. The physical address of the establishment where the video gaming terminals are to be located;
- C. The type of establishment;

D. A floor plan drawn to scale detailing the overall layout of the establishment, including the location and count of dining seating, the location and count of video gaming terminals and seating for said terminals, and other significant features of the establishment, including exit locations, restrooms and other equipment;

E. The amount of time the establishment has been in business under the ownership of the applicant at the location where video gaming is proposed to take place;

F. The mailing address of the establishment if different from the physical address of the establishment;

G. A phone number and contact name for the establishment;

H. An e-mail address for the establishment;

I. The name, address, phone number and e-mail address of any terminal operator or distributor proposed to own, service or maintain video gaming terminals at the establishment;

J. A copy of the establishment's State of Illinois video gaming license;

K. In the case of a corporation, limited liability company or partnership, a copy of the establishment's Illinois certificate of good standing; and

L. The number of Video Gaming Terminals which the establishment proposes to have on its premises.

3-15-5: APPLICATION FILING; RENEWALS

Every video gaming license holder shall be required to file a renewal application, which shall contain the same information as set forth in Section 3-15-4. Renewal applications shall be due on or before October 31 unless that day falls on a holiday, in which case the application shall be received by the Clerk no later than the following business day.

3-15-6: LICENSE FEES

The fee for operation of a video gaming terminal shall be \$250.00 per terminal annually. Annual fees are not subject to proration or refund and are due prior to issuance of the license.

3-15-7: LICENSE REVOCATION OR SUSPENSION

The Village President, at any time, may notify any licensee under this Chapter within five (5) business days of any charge of a violation of any of the provisions of this Chapter in connection with the operation of any video gaming terminal. After a hearing presided over by the Village President, the Village President may order the revocation of the license upon a finding that the violation has occurred, and the license shall thereupon be terminated. The licensee may appeal the revocation as prescribed in Section 3-15-3.C.

3-15-8: LIMITATION ON NUMBER OF VIDEO GAMING TERMINALS ON PREMISES

There shall be no more than six (6) Video Gaming Terminals allowed at a permitted location.

3-15-9: PROHIBITION

Except as otherwise excepted in this Chapter, it shall be unlawful for any person to gamble within the corporate limits of the Village, or for any person or entity which owns, occupies or controls an establishment within the Village to knowingly permit others to gamble on the premises, except as issued by the State of Illinois to charitable organizations within the Village.

3-15-10: LICENSED ESTABLISHMENTS

Any business, liquor, or food licensee within the corporate limits of the Village that allows gambling to occur on premises in violation of this Section may be subject to having its license immediately revoked up to a period of sixty (60) days. Any business, liquor, or food licensee within the corporate limits of the Village that allows gambling to occur on premises in violation of this Article a second time may have its license permanently revoked and, thereafter, barred from obtaining any business, liquor, or food license within the Village.

3-15-11: PENALTY:

Any person who owns or operates a business or machine for which a license is required by this Chapter is required to pay a late penalty of one hundred dollars (\$100.00) in addition to the annual license fee, if the annual license has not been timely applied for. In addition to all other remedies to the Village at law or in equity, any person who violates or fails to comply with any of the provisions of this chapter shall be fined not less than one hundred dollars (\$100.00) or not more than seven hundred fifty dollars (\$750.00) for each offense. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.”

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

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

SECTION FOUR: That this Ordinance shall be in effect immediately after its passage by the Village Board, its approval by the President and its publication as required by law. The license fees provided herein shall immediately to any new licenses and shall apply to any renewal licenses upon expiration of the current issued license.

PASSED and **APPROVED** this ___ day of _____, 2022.

Yeas: _____

Nays: _____

Abstain: _____

Present: _____

Marcy Meyer, Village President

ATTEST:

Janett Conner, Village Clerk

AUDIT RFP QUOTATIONS BY THE DATE RECEIVED

(\$30,000 budgeted in FY 22/23 for the 21/22 audit)

<u>Firm Name</u>	2021/2022	2022/2023	2023/2024
Machietto Roth & Company			
Morris, IL	31,500	32,300	33,100
Single Audit (when required)	7,000	7,150	7,300
Sikich			
Naperville, IL	23,815	24,530	25,270
TIF Compliance	2,000	2,060	2,125
Single Audit	3,000	3,090	3,185
Lauterbach and Amen			
Naperville, IL	22,990	23,700	24,400
Single Audit	3,500	3,600	3,700
Borschnack Pelletier & Co.			
Kankakee, IL	26,400	27,200	27,900
Single Audit	2,000	tbd	tbd
PFK Mueller			
Elgin, IL	37,500	39,400	41,400
Single Audit	4,500	4,700	4,900
Groskruetz, Abraham, Eschleman and Gerreste			
Kanakee, IL	21,200	22,000	22,800
Single Audit	4,000	4,000	4,000
GW and Associates			
Hillside, IL	21,500	22,000	22,600
O’Niell and Gaspardo Assoc.			
Mokena, IL	46,000	48,500	48,500

Letter of declination from Baker/Tilley, SKDO, Crowe, Karrison LLC

Village of Beecher

625 Dixie Highway

PO Box 1154

Beecher, Illinois 60401

Phone: 708-946-2261

Fax: 708-946-3764

www.villageofbeecher.orgPresident

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

**REQUEST FOR PROPOSAL
THREE YEAR CONTRACT FOR AUDITING SERVICES**

The Village of Beecher is accepting proposals for the conduct of its audit according to state statute and the auditing, reporting and communications standards in effect on December 30, 2021 for the fiscal years ending on April 30th for fiscal years 2021/2022, 2022/2023, and 2023/2024. In addition to the audit, a management letter to the Village Board pertaining to GAAP and internal controls is also expected. If the selected firm wishes to provide an MD+A as part of the audit, the selected firm will draft an MD+A for review and amendment by Village staff. Proposals should be in lump sum amounts for each of the fiscal years mentioned. The audit shall be presented to the Village Board at its first regular meeting in October. Copies of the audit shall be provided electronically and 20 hard copies to the Village by October 3rd of each year. The contracted firm shall provide electronic submission of the audit to the Illinois Comptroller's office upon acceptance of the audit. Any required single audits are not a part of this RFP and would be under a separate negotiated fee.

The Village has thirty funds on its general ledger. Accounts payable are made with transfers of funds to a central checking account for payment to vendors. Copies of the current budget, appropriation, annual treasurer report and the prior year's audit can be viewed online at www.villageofbeecher.org.

Proposals can be submitted to the attention of Robert O. Barber, Village Administrator, Village of Beecher, 625 Dixie Highway, P.O. Box 1154, Beecher, Illinois 60401. Qualifications of the firm and resume' of designated contact to be responsible for audit can also be included.

Proposals must be received by February 14, 2022. The Finance and Administration Committee will review the proposals and make a recommendation to the Village Board which will make its decision prior to April 30, 2022. Any questions pertaining to this RFP can be directed to Robert Barber, Village Administrator at 708-946-2261.

AUDITOR RFP LABELS

12/28/21

Rotio and Company
815 W. Van Buren Street, Suite 500
Chicago, IL 60607

McGladry, LLP
20 N. Martingale Road
Schaumburg, IL 60173

Timothy J. Gavin
Klein Hall CPA's
3973 75th Street, Suite 102
Aurora, IL 60504

John Wysocki
GW and Associates, P.C.
311 S. Halsted Street
Chicago Heights, IL 60411

Crowe Horwath
1 Mid America Plaza #700
Oak Brook Terrace, IL 60181

Clifton Larson Allen
833 W. Lincoln Highway
Suite 315W
Schererville, IN 46375-1631

Sikich
1415 W. Diehl Road, Suite #400
Naperville, IL 60563

Matt Beran, Principal
Lauterbach and Amen, LLP
27W457 Warrenville Road
Warrenville, IL 60555

Baker Tilly Virchow Krause LLC
1301 W. 22nd Street, Ste. #400
Oak Brook, IL 60523

BKD, Ltd.
1901 S. Meyers Rd., Suite #500
Oakbrook Terrace, IL 60181-5209

Louis G. Karrison
Karrison, LLC
1775 Legacy Circle
Naperville, IL 60563

Marcie Kolberg
Smith, Koelling, Dykstra & Ohm,]
1605 N. Convent
Bourbonnais, IL 60914

Borschnack Pelletier and Co.
200 E. Court Street, Suite #608
Kankakee, IL 60901

Warady and Davis LLP
1717 Deerfield Rd., Suite #300
South Deerfield, IL 60115

Groskruetz, Abraham, Eshleman
and Gerretse, LLC
1949 W. Court Street
Kankakee, IL 60901

Brian Gaspardo
O'Neill & Gaspardo, LLC
19070 S. Everett Blvd., Suite 208
Mokena, IL 60448

Robert J. Coursey, CPA
PFK Mueller
15303 S. 94th Ave., Suite 200
Orland Park, IL 60462

Macchietto Roth & Company, P.C.
911 Lisbon Street
Morris, IL 60450

Selden Fox, Ltd.
619 Enterprise Drive #100
Oak Brook, IL 60523

Fox CPA Group, Ltd.
204 E. Cherry Street, Suite 300
Watseka, IL 60970

John Kasperek Co., Inc.
1471 Ring Road
Calumet City, IL 60409

Cygan Hayes Ltd., Certified Public
Accountants and Business Advisors
20635 Abbey Woods Ct., North, Suite 104
Frankfort, IL 60423

ATA Group, LLP
1650 N. Arlington Heights Road
Suite 200
Arlington Heights, IL 60004

ICL LLC
55 E. Monroe Street, Suite 3800
Chicago, IL 60603

Milburn Cain & Co.
3 East Park Blvd.
Villa Park, IL 60181

P:Word:Auditor RFP labels

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A SALE AND PURCHASE AGREEMENT WITH RIPPLE CREEK INVESTORS OF CHICAGO LLC FOR THE REAL PROPERTY COMMONLY KNOWN AS 652 PENFIELD STREET

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois (the "Village") has been advised by the Village Attorney that 65 ILCS 5/11-76.1-1 allows the Village by a two-thirds vote of the elected corporate authorities to purchase real property and improvements for public purposes; and

WHEREAS, the Village has been actively working on securing easements for the Penfield Street project; and

WHEREAS, the Village has inspected and seeks to purchase the real estate commonly known as 652 Penfield Street for the public purpose of installing and replacing utilities and additional road infrastructure improvements for the Penfield Street project; and

WHEREAS, the Village having reviewed the proposed *Sale and Purchase Agreement*, now concur that it is advisable, necessary, and in the best interests of the residents of the Village of Beecher to authorize the President and Clerk to execute a *Sale and Purchase Agreement* with Ripple Creek Investors of Chicago LLC for the real estate commonly known as 652 Penfield Street.

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

SECTION ONE: That the Corporate Authorities of the Village of Beecher, Will County, Illinois, do hereby approve the purchase of the real estate commonly known as 652 Penfield Street from Ripple Creek Investors of Chicago LLC with a purchase price not to exceed \$3,500.00, and the Village Board does hereby further authorize the Village President and the Village Clerk to execute the attached *Sale and Purchase Agreement* on behalf of the Village of Beecher and to perform any other actions as may be necessary or convenient to effectuate this Ordinance.

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

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

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

PASSED and **APPROVED** this ____ day of _____, 2022.

Yeas: _____

Nays: _____

Abstain: _____

Present: _____

Marcy Meyer, Village President

ATTEST:

Janett Conner, Village Clerk

SALE AND PURCHASE AGREEMENT

This Agreement, dated as of _____, 2022 (the “**Effective Date**”), is made by and between **RIPPLE CREEK INVESTORS OF CHICAGO LLC** (“**Seller**”), and the **VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS**, a municipal corporation (“**Purchaser**”), and constitutes a contract of sale and purchase between the parties.

ARTICLE I

RECITALS

1.1 Real Property. Seller owns and holds fee title to that certain land (the “**Land**”) described in **Exhibit A** (the “**Real Property**”) which is currently vacant land.

1.2 THE PROPERTY IS BEING SOLD “AS IS”, “WHERE IS”, AND “WITH ALL FAULTS” EXCEPT FOR ANY EXCEPTIONS, RESERVATIONS OR REPRESENTATIONS MADE IN THIS AGREEMENT.

1.3 Purchase and Sale. Seller now desires to sell and Purchaser now desires to purchase all of Seller’s right, title and interest in and to the Property, upon the terms and covenants and subject to the conditions set forth below.

ARTICLE II

PURCHASE PRICE

2.1 Purchase Price. In consideration of the covenants herein contained, Seller hereby agrees to sell and Purchaser hereby agrees to purchase the Property for a total purchase price of Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) (the “**Purchase Price**”). Purchaser shall on the date of Closing, deliver to the title company solicited for this transaction (“Escrow Agent), by bank wire transfer of immediately available funds, a sum equal to the balance of the Purchase Price as reflected for prorations and other adjustments.

ARTICLE III

CONDITIONS TO THE PARTIES’ OBLIGATIONS

3.1 Conditions to Purchaser’s Obligation to Purchase. Purchaser’s obligation to purchase is expressly conditioned upon each of the following:

3.1.1 Performance by Seller. Performance in all material respects of the obligations and covenants of, and deliveries required of, Seller hereunder.

3.1.2 Delivery of Title and Possession. Delivery at the Closing of (i) the Deed and (ii) possession to the Purchaser.

3.1.3 Title Insurance. Purchaser shall have obtained the most current form of American Land Title Association (ALTA) owner’s policy of title insurance, together with

such endorsements as Purchaser shall require (collectively, the "**Title Policy**"), or an irrevocable commitment to issue the same, with liability in the amount of the Purchase Price issued by Chicago Title Insurance Company (the "**Title Company**"), insuring that fee title to the Real Property vests in Purchaser subject to the Permitted Encumbrances. Notwithstanding anything to the contrary herein, the costs of preparing the Title Report, the title insurance premium, all endorsements to the Title Policy and costs of obtaining copies of all documents of record and plats on title shall be at Purchaser's sole cost and expense.

3.2 Conditions to Seller's Obligation to Sell. Seller's obligation to sell is expressly conditioned upon each of the following:

3.2.1 **Performance by Purchaser.** Performance in all respects of the obligations and covenants of, and deliveries required of, Purchaser hereunder.

3.2.2 **Title Insurance.** Purchaser shall have delivered to Seller within ten (10) days after the Effective Date the Title Report.

3.2.3 **Receipt of Purchase Price.** Receipt of the Purchase Price and any adjustments due Seller under Article VII at the Closing in the manner herein provided.

The foregoing conditions to closing are for the benefit only of the party for whom they are specified to be conditions precedent and such party may, in its sole discretion, waive any or all of such conditions and close under this Agreement, without any increase in, abatement of or credit against the Purchase Price.

ARTICLE IV

PURCHASER'S DELIVERIES AND SELLER'S DELIVERIES TO ESCROW AGENT

4.1 Purchaser's Deliveries. Purchaser, at or before the Closing, shall deliver to Escrow Agent each of the following:

4.1.1 **Purchase Price.** The Purchase Price as set forth in Article II.

4.1.2 **Closing Statement.** An executed settlement statement reflecting the prorations and adjustments required under Article VII.

4.1.3 **Closing Documents.** Any additional tax forms, recordation forms, 1099s or other documents as may be reasonably required by the Seller or the Title Company to consummate the transaction contemplated by this Agreement.

4.1.4 **Prorations.** The amount, if any, required of Purchaser under Article VII.

4.2 Seller's Deliveries. Seller, at or before the Closing, shall deliver to Escrow Agent each of the following:

4.2.1 **Deed**. A Warranty Deed (the "**Deed**") executed and acknowledged by Seller, pursuant to which Seller shall convey title to the Real Property subject to the following (collectively, the "**Permitted Encumbrances**"):

(1) Non-delinquent real property taxes and all assessments and unpaid installments thereof which are not delinquent.

(2) All exceptions (including printed exceptions) to title contained or disclosed in the Title Report other than Title Objections identified and not thereafter waived by Purchaser.

4.2.2 **Closing Statement**. An executed settlement statement reflecting the prorations and adjustments required under **Article VII**.

4.2.3 **Closing Documents**. Any additional documents as may be reasonably required by the Purchaser or the Title Company to consummate the transaction contemplated by this Agreement.

4.2.4 **Prorations**. The amount, if any, required of Seller under **Article VII**.

4.3 **Failure to Deliver**. The failure of Purchaser or Seller to make any delivery required above by and in accordance with this Article IV which is not waived by the other party shall constitute a default hereunder by Purchaser or Seller, as applicable.

ARTICLE V

TITLE AND SURVEY REVIEW

5.1 **Title and Survey Review**. Purchaser shall have until 5:00 P.M. Chicago time on the date that is thirty (30) days after the Effective Date (the "Inspection Period") to notify Seller of any objections (the "Title Objections") with respect to the Title Report and the Survey based on Purchaser's review thereof. If Purchaser does not give such notice, such failure shall be conclusively deemed to be Purchaser's full and complete approval of the Title Report and the Survey and all matters disclosed therein. If Purchaser does give such notice, Seller shall have five (5) Business Days after receipt thereof to notify Purchaser that Seller (a) will cause or (b) elects not to cause, any or all of the Title Objections disclosed therein to be removed or insured over by the Title Company. Seller's failure to notify Purchaser within such five (5) Business Day period as to any Title Objections shall be deemed an election by Seller not to remove or have the Title Company insure over such Title Objections. If Seller notifies or fails to notify Purchaser that Seller shall not remove or have the Title Company insure over any or all of the Title Objections, Purchaser shall have three (3) Business Days within which to deliver notice ("Election Notice") to Seller of Purchaser's election to either (i) terminate this Agreement or (ii) waive such Title Objections and proceed to Closing without any abatement or reduction in the Purchase Price on account of such Title Objections, which shall be deemed Permitted Exceptions. If Seller does not receive the Election Notice by 5:00 P.M. Chicago time on the third (3rd) Business Day as provided above, then Purchaser shall be deemed to have waived such Title Objections and shall proceed to Closing without any abatement or reduction in the Purchase Price on account of such Title Objections. Notwithstanding the foregoing, Seller shall, at its sole

cost and expense, undertake all necessary actions to remove any monetary liens against the Property existing as of the date of this Agreement or arising hereafter but prior to Closing and to cure any other objectionable exceptions which are created by, under or through Seller after the date hereof and prior to Closing and Seller shall have no right to elect not to cause such subsequent matters to be removed.

ARTICLE VI

THE CLOSING

6.1 Date and Manner of Closing. Escrow Agent shall close the transaction (the "**Closing**") within five (5) days after title is cleared, time being of the essence (subject only to Seller's express rights of remedy or cure provided herein, in which event Seller will give Purchaser not less than three (3) Business Days notice of the date of Closing).

ARTICLE VII

PRORATION, FEES, COSTS AND ADJUSTMENTS

7.1 Prorations. Prior to the Closing, Seller shall determine the amounts of the prorations in accordance with this Agreement and notify Purchaser thereof. Purchaser shall review and approve such determination promptly and prior to the Closing, such approval not to be unreasonably withheld or delayed. Thereafter, Purchaser and Seller shall each inform Escrow Agent of such amounts.

7.1.1 Certain Items Prorated. In accordance with the notifications, the parties shall prorate (and the parties shall deposit funds therefor with Escrow Agent or shall instruct Escrow Agent to debit against sums held by Escrow Agent owing to such party), as of 11:59 p.m. the day prior to the Closing, all income and expenses with respect to the Property and payable to or by the owner of the Property, including, without limitation: (i) all real property taxes and assessments shall be prorated at Closing based on one hundred percent (100%) of the most current full-year tax bills. All prorations provided for herein shall be final as of the Final Closing Date.

7.2 Seller's Closing Costs. Seller shall pay Seller's own attorneys' fees.

7.3 Purchaser's Closing Costs. Purchaser shall pay (i) 100% of Escrow Agent's fees, (ii) the costs of the Title Report, the title premium for the Title Policy, all endorsements to the Title Policy and document copying costs, (iii) Purchaser's own attorneys' fees, (iv) any costs incurred in recording the Deed or any other instruments, and (vi) the costs of any documentary stamp(s) or transfer tax(es) imposed by the State of Illinois, the County of Will, and the Village of Beecher, if any.

ARTICLE VIII

[intentionally omitted]

ARTICLE IX

[intentionally omitted]

ARTICLE X

DEFAULT

10.1 Seller's Remedies. If Purchaser fails to complete the acquisition as herein provided, Seller may terminate this Agreement and Seller shall be released from any further obligations hereunder.

10.2 Purchaser's Remedies. If the sale is not completed as herein provided solely by reason of any material default of Seller, Purchaser shall be entitled, as its sole and exclusive remedy, to elect to either (a) terminate this Agreement (by delivering notice to Seller which includes a waiver of any right, title or interest of Purchaser in the Property) or (b) pursue an action for specific performance by filing such action within thirty (30) days following the occurrence of Seller's default. Such election shall be made by written notice to Seller with ten (10) days after such Seller default. If Purchaser's notice of such election is not made within said ten (10) day period, or if Purchaser has timely elected remedy (b) but has not filed suit within the thirty (30) day period therefor, Purchaser shall be deemed to have irrevocably elected remedy (a).

ARTICLE XI

REPRESENTATIONS AND WARRANTIES

11.1 Seller's Warranties and Representations. Seller warrants and represents to Purchaser the following, which are now and shall, at the Closing, be true and correct:

11.1.1 Organization. Seller has been duly formed, validly exists and is in good standing in the jurisdiction of its formation.

11.1.2 Power and Authority. Seller has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

11.1.3 Contravention. Seller is not prohibited from consummating the transactions contemplated by this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

11.1.4 FIRPTA. Seller is a non-foreign person within the meaning of Section 1445 of the United States Internal Revenue Code, as amended, and the regulations issued thereunder.

11.2 Purchaser's Warranties and Representations. The matters set forth in this Section 11.2 constitute representations, warranties and covenants by Purchaser which are now and shall, at the Closing, be true and correct.

11.2.1 **Power and Authority.** Purchaser has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

11.2.2 **Ordinance.** Purchaser has, or will have by the Final Closing Date, approved the purchase of the Property by passage of a municipal ordinance conducted in full compliance with all applicable laws.

ARTICLE XII

[intentionally omitted]

ARTICLE XIII

[intentionally omitted]

ARTICLE XIV

NOTICES

All notices, requests or demands to be given under this Agreement from one party to the other (collectively, "**Notices**") shall be in writing and shall be given by personal delivery, or by overnight courier service by a nationally recognized courier for next Business Day delivery at the other party's address set forth below, or by telecopy transmission at the other party's facsimile telephone number set forth below. Notices given by personal delivery (i.e. by the sending party or a messenger) shall be deemed given on the date of delivery, Notices given by overnight courier service shall be deemed given upon deposit with the overnight courier service and Notices given by telecopy transmission shall be deemed given on the date of transmission provided such transmission is completed by 5:00 p.m. (sending party's local time) on a Business Day, otherwise such delivery shall be deemed to occur on the next succeeding Business Day. If any party's address is a business, receipt, or the refusal to accept delivery, by a receptionist, or by any person in the employ of such party, shall be deemed actual receipt by the party of Notices. Notices may be issued by an attorney for a party and in such case such Notices shall be deemed given by such party. The parties' addresses are as follows:

If to Purchaser, to:

Village of Beecher
625 Dixie Highway
Beecher, Illinois 60401
Attention: Marcy Meyer, President
Telephone: (708) 946-2261
Facsimile: (708) 946-3764
Email: mmeyer@villageofbeecher.org

with a copy to:

Austgen Kuiper Jasaitis P.C.
130 N. Main Street
Crown Point, Indiana 46307
Attention: Timothy R. Kuiper, Esq.
Telephone: (219) 663-5600
Facsimile: (219) 662-3519
Email: tkuiper@austgenlaw.com

If to Seller, to:

Ripple Creek Investor of Chicago LLC
511 Fargo Blvd.
Geneva, Illinois 60134
Attn: Rafael Caballero, Jr.

With a copy to:

A party's address for Notices may be changed from time to time by notice given to the other party in the manner herein provided for giving notice. Failure or delay in delivering copies of any Notice to the persons designated above to receive copies shall in no way adversely affect the effectiveness of such Notice given to the addressee party.

ARTICLE XV

TRANSFER OF POSSESSION

15.1 Transfer of Possession. Possession of the Property shall be transferred to Purchaser at the time of Closing subject to the Permitted Encumbrances.

ARTICLE XVI

GENERAL PROVISIONS

16.1 Captions. Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms hereof.

16.2 Exhibits. All exhibits referred to herein and attached hereto are a part hereof.

16.3 Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

16.4 Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

16.5 Attorneys' Fees. Should any party hereto employ an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all reasonable attorneys' fees and all costs, whether incurred at the trial or appellate level, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees and the cost of any bonds, whether taxable or not, and such reimbursement shall be included in any judgment, decree or final order issued in that proceeding. The "prevailing party" means the party in whose favor a judgment, decree, or final order is rendered.

16.6 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

16.7 Time of Essence. Time is of the essence to this Agreement and to all dates and time periods set forth herein.

16.8 Assignment by Purchaser. Purchaser may not assign its rights under this Agreement.

16.9 Severability. If any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or agreement is invalid, void or otherwise unenforceable shall in no way affect the validity or enforceability of any other term, covenant, condition, provision or agreement herein contained.

16.10 Interpretation. Seller and Purchaser acknowledge each to the other that both they and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

16.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts shall together constitute but one agreement.

16.12 Recordation. This Agreement may not be recorded and any attempt to do so shall be of no effect whatsoever, and if recorded by Purchaser, shall be deemed a default hereunder by Purchaser.

16.13 Business Day. As used in this Agreement, "Business Day" shall be deemed to be any day other than a day on which banks in the City of Chicago, Illinois shall be permitted or required to close and all references to time of day herein shall refer to Chicago time.

16.14 Waiver of Jury Trial. PURCHASER AND SELLER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ANY ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS AGREEMENT OR THE PROPERTY (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR SELLER TO ENTER INTO AND ACCEPT THIS AGREEMENT AND THE DOCUMENTS TO BE DELIVERED BY PURCHASER AT CLOSING, AND SHALL SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT. Each party hereby authorizes and empowers the other to file this Section and this Agreement with the clerk or judge of any court of competent jurisdiction as a written consent to waiver of jury trial.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

SELLER:

**RIPPLE CREEK INVESTORS OF CHICAGO
LLC, an Illinois limited liability company**

By: _____

Name: _____

Title: _____

PURCHASER:

**VILLAGE OF BEECHER, WILL COUNTY,
ILLINOIS, a municipal corporation**

By: _____

Name: Marcy Meyer

Title: President

EXHIBIT A

Description of Land

LOT 7 IN BLOCK 2 IN D.D. VAN VOORHIS' SUBDIVISION OF PART OF LOTS 9 AND 10 IN THE SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 23, 1903 IN PLAT BOOK 11, PAGE 79 AS DOCUMENT NO. 225543 IN WILL COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 652 PENFIELD STREET
 BEECHER, ILLINOIS 60401

P.I.N.: 22-22-16-315-004-0000

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

February 8, 2022

Mr. Samuel Valerio
2201 South Highland Avenue
Apt. 5L
Lombard, IL 60148

Dear Mr. Valerio,

This letter is to notify you that your property at 446 W. Indiana Avenue, Beecher, Illinois 60401 (PIN #22-22-21-200-001-0000) is in violation of the 2015 Property Maintenance Building Codes.

The Village Building Department MUST hear from you on or before March 11, 2022, with a plan to correct all Building Code violations.

If we do not have a response from you by the date mentioned above, a ticket will be issued for non-compliance. You can respond to me by phone at 708-701-3270, or by email at braglin@safebuilt.com.

Thank you, and I look forward to hearing from you.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Bill Raglin", with a long horizontal line extending to the right.

Inspector Bill Raglin
Building Department
Safebuilt, Agent for: Village of Beecher

Cc: Robert Barber, Village Administrator

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Beecher Planning and Zoning Commission shall conduct a public hearing at the hour of 7:00 p.m. at the Washington Township Center, 30200 Town Center Road, Beecher, Illinois on Thursday, March 24th, 2022 to consider four changes to the Beecher Zoning Ordinance. These changes would provide for an administrative variance for fences in a front yard setback on one side of a corner lot, include commercial trailers as a prohibited use in a front yard setback, permit cargo containers as an accessory structure with conditions in commercial and industrial districts provided they meet the definition of an accessory structure, and allow a temporary permitted use for mobile storage units for up to 30 days in residential districts.

The following is the proposed wording of these ordinance amendments:

Subsections d. through g. of subsection 1., entitled "General Requirements" of Section 4.30, entitled "**FENCES**", of Zoning Ordinance No. 1046 of the Village of Beecher, be, and the same is hereby amended and replaced to read and provide as follows, namely:

4.30 FENCES

1. General Requirements

...

d. Interior Lots – Fences shall not be allowed or installed in front yards or in side yards of the lot beyond the middle point of the side yard to the front of the lot. The middle point of the side yard is defined as the middle of the main building which is one-half (1/2) of the distance from the rear of the main building foundation line to the front of the main building foundation line of the residence constructed of the lot. Open porches and stairs are not considered when determining the main building line. See illustrations.

e. Corner Lots - Fences shall be permitted on the rear and side yards provided that fences shall not be permitted in the front yards (yards fronting the street) in front of or beyond the main building foundation, except as further provided herein for residential corner lots. Open porches and stairs are not considered when determining the main building line. See illustrations.

f. Fences shall not be permitted in the front yard except when a variance is requested and approved by the Planning and Zoning Commission and except as further provided herein for residential corner lots. Subject to Zoning Administrator approval in the Zoning Administrator's absolute and sole discretion based upon location, vision triangle, pedestrian and vehicular traffic flow, sidewalk locations, and other factors, a fence may be permitted on a residential corner lot side yard on the street side as long as such fence is a minimum of three (3) feet from the sidewalk or edge of street right of way and subject to any conditions imposed by the Zoning Administrator.

g. Rear and side yard fences are permitted to have a solid or opaque fence."

That Section 4.13, entitled “**RECREATION TRAILERS, CAMPERS, AND BOATS**”, of Zoning Ordinance No. 1046 of the Village of Beecher, be, and the same is hereby amended and replaced to read and provide as follows, namely:

“4.13 TRAILERS, CAMPERS, BOATS, AND RECREATIONAL VEHICLES

All commercial trailers, recreational trailers, campers, boats and recreational vehicles parked for more than three (3) consecutive days in residential districts shall be screened from view by fences or plantings or stored in an accessory building observing all yard and accessory building provisions of this Ordinance. Such vehicles shall not be connected to municipal utilities.

A commercial trailer, recreational trailer, camper, boat or recreational vehicle shall not be permitted in a Village easement, right-of-way, or in a front yard for more than three (3) consecutive days. Inoperable vehicles in open view are not permitted in any residence district for a period of more than three (3) consecutive days.”

That subsection 8., entitled “Cargo Containers”, of Section 4.24, entitled “**ACCESSORY BUILDING, STRUCTURES AND USES**”, of Zoning Ordinance No. 1046 of the Village of Beecher, be, and the same is hereby added to read and provide as follows, namely:

4.24 ACCESSORY BUILDING, STRUCTURES AND USES

“8. Cargo Shipping Containers.

- a. Cargo shipping containers with an approved building permit are allowed:
 - i. in the B-3 General Business district and the I-1 Limited Industrial district;
 - ii. as a as a temporary use (Section 4.25) in any non-residential zoning district when accessory to a construction project or relocation of the business; and
 - iii. when accessory to agricultural activities by an active farmer.
- b. Cargo shipping containers with an approved building permit shall comply with the following:
 - i. Only one (1) cargo container may be permitted per zoning lot;
 - ii. Cargo containers stored on a zoning lot shall be accessory to an established permitted use on the zoning lot and be operated and maintained under the same ownership as the use;
 - iii. Cargo containers shall be located on an asphalt or concrete surface, be securely attached to the ground, and otherwise adhere to the standards for Accessory Structures (Section 4.24 Accessory Buildings, Structures and Uses);
 - iv. Materials stored in cargo containers shall not include any material deemed hazardous, as defined by the Illinois Environmental Protection Agency, unless otherwise approved by the Fire District;
 - v. Materials stored in a cargo container shall be consistent with a permitted use on the zoning lot upon which the cargo container is placed;
 - vi. Cargo containers shall not be used for the purposes of conducting business or selling merchandise.
 - vii. Cargo containers shall meet the bulk requirements (size, location, setbacks, etc.) of the zoning district in which it is located;
 - viii. Cargo containers shall be screened from view by a fence (Section 4.30) or landscaping (Section 4.29) or as otherwise allowed by the Zoning Administrator; and
 - ix. Storage containers shall match the appearance of the primary structure zoning lot and maintain that appearance as determined by the Zoning Administrator.”

That Section 4.37, entitled “MOBILE STORAGE UNITS”, of Zoning Ordinance No. 1046 of the Village of Beecher, be, and the same is hereby added to read and provide as follows, namely:

“4.37 MOBILE STORAGE UNITS

Mobile Storage Units are allowable as follows :

1. On a single-family residential lot, mobile storage units shall be located on the driveway of the property.
2. On multiple-family residential properties, mobile storage units may be located in parking areas, but may not cause a reduction in the number of parking spaces provided.
3. Where practical difficulties exist in locating mobile storage units, the Village Administrator may allow the unit to be located in an alternate location upon finding that such location will not be hazardous or disruptive to other properties or pedestrian and vehicular traffic, however, a mobile storage unit may not be permitted in the right-of-way or on a street.
4. Maximum size. On residential zoning lots mobile storage units shall not exceed eight (8) feet in width, eight (8) feet in height, and twenty (20) feet in length. On zoning lots exceeding five (5) acres, larger mobile storage units may be approved by the Village Administrator subject to the provisions of this Section and finding that the location and use is not a hazard to the public.
5. Number of units. Not more than one (1) storage container shall be located on a residential zoning lot at one time. In non-residential districts, no more than two (2) mobile storage units may be used by each business when used for moving purposes. On properties exceeding five (5) acres, the number of storage containers shall be approved by the Zoning Administrator subject to the provisions of this Section and finding that the location and number of units will not a hazard to the public.
6. Moving purposes. A residential property or individual business may locate a mobile storage unit associated with a move on a zoning lot not more than once per twelve (12) month period and not to exceed thirty (30) days during such year.
7. Remodel or construction projects. Mobile storage unit may be located on a zoning lot for the duration of a construction or remodeling project pursuant to an approved building permit. Units shall be removed upon expiration or lapse of a permit on the project, upon completion of the project, or issuance of the certificate of occupancy, whichever occurs first.”

Residents are invited and encouraged to attend this public hearing and shall be given an opportunity to be heard. The Village will also accept any written testimony on these ordinance changes which will become part of the permanent record and read at the hearing if received by 4:00 p.m. on the day of the hearing at the Beecher Village Hall, 625 Dixie Highway. Questions regarding these ordinance changes and the hearing can be referred to the Beecher Village Hall at 708-946-2261.

Phill Serviss
Chairman
Beecher Planning and Zoning Commission

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

ORDINANCE NO. _____

AN ORDINANCE AMENDING CODE SECTION 4.30 OF ZONING ORDINANCE NO. 1046 OF VILLAGE OF BEECHER PERTAINING TO RESIDENTIAL CORNER LOT FENCING REQUIREMENTS, AND REPEALING ALL VILLAGE CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT THEREWITH.

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised by the Village Planning and Zoning Commission that it is necessary to amend Village Zoning Ordinance No. 1046 concerning corner lot fencing requirements in residential zoning districts; and

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

WHEREAS, the Village Planning and Zoning Commission, did, on the 24th day of March, 2022, pursuant to published notice as required by law, held a Public Hearing on the advisability and necessity of amending Village Zoning Ordinance No. 1046, as amended from time to time, to revise certain text provisions for corner lot fencing requirements in residential zoning districts; and

WHEREAS, the Corporate Authorities of this Village of Beecher, Will County, Illinois, having reviewed the recommendation of the Planning and Zoning Commission as well as the Village Zoning Ordinance No. 1046 text provisions, as amended from time to time, now concur that it is advisable, necessary, and in the best interests of the residents of the Village of Beecher that Village Zoning Ordinance No. 1046 be amended to revise corner lot fencing requirements in residential zoning districts.

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

SECTION ONE: That subsections d. through g. of subsection 1., entitled “General Requirements” of Section 4.30, entitled “**FENCES**”, of Zoning Ordinance No. 1046 of the Village of Beecher, be, and the same is hereby amended and replaced to read and provide as follows, namely:

4.30 FENCES

1. General Requirements

...

“d. Interior Lots – Fences shall not be allowed or installed in front yards or in side yards of the lot beyond the middle point of the side yard to the front of the lot. The middle point of the side yard is defined as the middle of the main building which is one-half (½) of the distance from the rear of the main building foundation line to the front of the main building foundation line of

the residence constructed of the lot. Open porches and stairs are not considered when determining the main building line. See illustrations.

e. Corner Lots - Fences shall be permitted on the rear and side yards provided that fences shall not be permitted in the front yards (yards fronting the street) in front of or beyond the main building foundation, except as further provided herein for residential corner lots. Open porches and stairs are not considered when determining the main building line. See illustrations.

f. Fences shall not be permitted in the front yard except when a variance is requested and approved by the Planning and Zoning Commission and except as further provided herein for residential corner lots. Subject to Zoning Administrator approval in the Zoning Administrator’s absolute and sole discretion based upon location, vision triangle, pedestrian and vehicular traffic flow, sidewalk locations, and other factors, a fence may be permitted on a residential corner lot side yard on the street side as long as such fence is a minimum of three (3) feet from the sidewalk or edge of street right of way and subject to any conditions imposed by the Zoning Administrator.

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

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

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

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

PASSED and APPROVED this ___ day of _____, 2022.

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

Marcy Meyer, Village President

ATTEST:

Janett Conner, Village Clerk

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

ORDINANCE NO. _____

AN ORDINANCE AMENDING CODE SECTION 4.13 OF ZONING ORDINANCE NO. 1046 OF VILLAGE OF BEECHER PERTAINING TO TRAILER, CAMPING, BOATS, AND RECREATIONAL VEHICLE PARKING REQUIREMENTS, AND REPEALING ALL VILLAGE CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT THEREWITH.

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised by the Village Planning and Zoning Commission that it is necessary to amend Village Zoning Ordinance No. 1046 concerning Trailer, Camper, Boat, and Recreation Vehicle parking requirements in all zoning districts; and

WHEREAS, the Corporate Authorities of this Village of Beecher, Will County, Illinois, have reviewed the text provisions of Village Zoning Ordinance No. 1046 concerning Trailer, Camper, Boat, and Recreation Vehicle parking requirements in all zoning districts; and

WHEREAS, the Village Planning and Zoning Commission, did, on the 24th day of March, 2022, pursuant to published notice as required by law, held a Public Hearing on the advisability and necessity of amending Village Zoning Ordinance No. 1046, as amended from time to time, to revise certain text provisions for Trailer, Camper, Boat, and Recreation Vehicle parking requirements in all zoning districts; and

WHEREAS, the Corporate Authorities of this Village of Beecher, Will County, Illinois, having reviewed the recommendation of the Planning and Zoning Commission as well as the Village Zoning Ordinance No. 1046 text provisions, as amended from time to time, now concur that it is advisable, necessary, and in the best interests of the residents of the Village of Beecher that Village Zoning Ordinance No. 1046 be amended to revise Trailer, Camper, Boat, and Recreation Vehicle parking requirements in all zoning districts.

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

SECTION ONE: That the definition of "**COMMERCIAL TRAILER**" of Section 3.02, entitled "**DEFINITIONS**", of SECTION 3.00, entitled "**RULES AND DEFINITIONS**", of Zoning Ordinance No. 1046 of the Village of Beecher, be, and the same is hereby added to read and provide as follows, namely:

3.02 DEFINITIONS

...

"COMMERCIAL TRAILER: Any trailer or semitrailer designed, used, or maintained for the transportation of persons or property for hire, compensation or profit, or maintained primarily for commercial purposes."

SECTION TWO: That Section 4.13, entitled “**RECREATION TRAILERS, CAMPERS, AND BOATS**”, of Zoning Ordinance No. 1046 of the Village of Beecher, be, and the same is hereby amended and replaced to read and provide as follows, namely:

“4.13 TRAILERS, CAMPERS, BOATS, AND RECREATIONAL VEHICLES

All commercial trailers, recreational trailers, campers, boats and recreational vehicles parked for more than three (3) consecutive days in residential districts shall be screened from view by fences or plantings or stored in an accessory building observing all yard and accessory building provisions of this Ordinance. Such vehicles shall not be connected to municipal utilities.

A commercial trailer, recreational trailer, camper, boat or recreational vehicle shall not be permitted in a Village easement, right-of-way, or in a front yard for more than three (3) consecutive days. Inoperable vehicles in open view are not permitted in any residence district for a period of more than three (3) consecutive days.”

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

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

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

PASSED and APPROVED this ___ day of _____, 2022.

Yeas: _____

Nays: _____

Abstain: _____

Present: _____

Marcy Meyer, Village President

ATTEST:

Janett Conner, Village Clerk

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

ORDINANCE NO. _____

AN ORDINANCE REPLACING CODE SECTION 9-5-15 OF THE VILLAGE OF BEECHER, AND REPEALING ALL VILLAGE CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT THEREWITH.

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised by the Village Administrator that a revision is required to the Village Code to address potential inconsistencies in the Village Code and Village Zoning Ordinance regarding residential street parking regulations; and

WHEREAS, the Corporate Authorities of this Village of Beecher, Will County, Illinois, have reviewed the current Village Code as it relates to residential street parking regulations and the proposed text replacement provision; and

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, having reviewed the recommendations of its Village Administrator, now concur that is advisable, necessary, and in the best interests of the residents of the Village of Beecher to amend the Village Code to provide clarity to the residential street parking regulations.

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

SECTION ONE: That Section 9-5-15, entitled “**PROHIBITED PARKING ON RESIDENTIAL STREETS**” of Chapter 5, entitled “**PARKING RULES**”, of Title 9, entitled “**TRAFFIC**”, of the Village Code of the Village of Beecher, be, and the same is hereby replaced to read and provide as follows, namely:

“9-5-15: PROHIBITED PARKING ON RESIDENTIAL STREETS

It is unlawful for a recreational trailer, commercial trailer, camper, or boat to be parked on a Village street, a driveway, or any combination thereof, in excess of three (3) days in any thirty (30) day period of time, except as provided in the Village Zoning Ordinance.

Except as provided above in this section, it shall be unlawful to park any nonlicensed vehicle, or any other trailer, or any second division vehicle as defined by the Illinois Vehicle Code in the right-of-way of a residential street for a period in excess of three (3) hours as defined by the Beecher zoning ordinance (with the exception of a pick-up truck which is being used solely as a first division vehicle) unless a special parking permit is granted by the Chief of Police. The granting of a special parking permit shall be based on any hardship which is expressed by the petitioner in the request for the special parking permit, and whether the granting of the special parking permit would create a nuisance as defined in title 6, chapter 4 of this Code. The Chief of Police reserves the right to place conditions or restrictions on the special parking permit. An application fee of fifteen dollars (\$15.00) shall apply. The special parking permit is nontransferable and applies solely to the individual operator for which the permit has been

issued.

In the event a special parking permit is denied by the Chief of Police and the petitioner requests an appeal, or in the event a complaint is received regarding the granting of a special parking permit, the Village Board at its discretion may authorize an administrative hearing to be conducted during a regular Village Board meeting. At least ten (10) days prior to the hearing, the person requesting an appeal or the defendant and all adjoining property owners of the applicant or defendant shall be notified by the Village in writing of the administrative hearing. At such hearing, the Village Board will consider written or oral testimony provided at the hearing and render a decision on whether to grant or revoke the special parking permit. The decision of the Village Board shall be based on whether the special parking permit would create a nuisance as defined in title 6, chapter 4 of this Code. The Village Board also reserves the right to place conditions or restrictions on the special parking permit.”

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

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

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

PASSED and APPROVED this ___ day of _____, 2022.

Yeas: _____

Nays: _____

Abstain: _____

Present: _____

Marcy Meyer, Village President

ATTEST:

Janett Conner, Village Clerk

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 4.24 AND 4.37 OF ZONING ORDINANCE NO. 1046 OF VILLAGE OF BEECHER, AND REPEALING ALL VILLAGE CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT THEREWITH.

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised by the Village Planning and Zoning Commission that it is necessary to amend Village Zoning Ordinance No. 1046 concerning cargo containers and mobile storage units; and

WHEREAS, the Corporate Authorities of this Village of Beecher, Will County, Illinois, have reviewed the text provisions of Village Zoning Ordinance No. 1046 concerning cargo containers and mobile storage units; and

WHEREAS, the Village Planning and Zoning Commission, did, on the 24th day of March, 2022, pursuant to published notice as required by law, held a Public Hearing on the advisability and necessity of amending Village Zoning Ordinance No. 1046, as amended from time to time, to revise certain text provisions for cargo containers and mobile storage units in all zoning districts; and

WHEREAS, the Corporate Authorities of this Village of Beecher, Will County, Illinois, having reviewed the recommendation of the Planning and Zoning Commission as well as the Village Zoning Ordinance No. 1046 text provisions, as amended from time to time, now concur that it is advisable, necessary, and in the best interests of the residents of the Village of Beecher that Village Zoning Ordinance No. 1046 be amended to revise cargo containers and mobile storage units requirements in all zoning districts.

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

SECTION ONE: That subsection 8., entitled "Cargo Containers", of Section 4.24, entitled "ACCESSORY BUILDING, STRUCTURES AND USES", of Zoning Ordinance No. 1046 of the Village of Beecher, be, and the same is hereby added to read and provide as follows, namely:

4.24 ACCESSORY BUILDING, STRUCTURES AND USES

- "8. Cargo Shipping Containers.
- a. Cargo shipping containers with an approved building permit are allowed:
 - i. in the B-3 General Business district and the I-1 Limited Industrial district;
 - ii. as a as a temporary use (Section 4.25) in any non-residential zoning district when accessory to a construction project or relocation of the business; and
 - iii. when accessory to agricultural activities by an active farmer.

b. Cargo shipping containers with an approved building permit shall comply with the following:

- i. Only one (1) cargo container may be permitted per zoning lot;
- ii. Cargo containers stored on a zoning lot shall be accessory to an established permitted use on the zoning lot and be operated and maintained under the same ownership as the use;
- iii. Cargo containers shall be located on an asphalt or concrete surface, be securely attached to the ground, and otherwise adhere to the standards for Accessory Structures (Section 4.24 Accessory Buildings, Structures and Uses);
- iv. Materials stored in cargo containers shall not include any material deemed hazardous, as defined by the Illinois Environmental Protection Agency, unless otherwise approved by the Fire District;
- v. Materials stored in a cargo container shall be consistent with a permitted use on the zoning lot upon which the cargo container is placed;
- vi. Cargo containers shall not be used for the purposes of conducting business or selling merchandise.
- vii. Cargo containers shall meet the bulk requirements (size, location, setbacks, etc.) of the zoning district in which it is located;
- viii. Cargo containers shall be screened from view by a fence (Section 4.30) or landscaping (Section 4.29) or as otherwise allowed by the Zoning Administrator; and
- ix. Storage containers shall match the appearance of the primary structure zoning lot and maintain that appearance as determined by the Zoning Administrator.”

SECTION TWO: That Section 4.37, entitled “MOBILE STORAGE UNITS”, of Zoning Ordinance No. 1046 of the Village of Beecher, be, and the same is hereby added to read and provide as follows, namely:

“4.37 MOBILE STORAGE UNITS

Mobile Storage Units are allowable as follows:

1. On a single-family residential lot, mobile storage units shall be located on the driveway of the property.
2. On multiple-family residential properties, mobile storage units may be located in parking areas, but may not cause a reduction in the number of parking spaces provided.
3. Where practical difficulties exist in locating mobile storage units, the Village Administrator may allow the unit to be located in an alternate location upon finding that such location will not be hazardous or disruptive to other properties or pedestrian and vehicular traffic, however, a mobile storage unit may not be permitted in the right-of-way or on a street.
4. Maximum size. On residential zoning lots mobile storage units shall not exceed eight (8) feet in width, eight (8) feet in height, and twenty (20) feet in length. On zoning lots exceeding five (5) acres, larger mobile storage units may be approved by the Village Administrator subject to the provisions of this Section and finding that the location and use is not a hazard to the public.

5. Number of units. Not more than one (1) storage container shall be located on a residential zoning lot at one time. In non-residential districts, no more than two (2) mobile storage units may be used by each business when used for moving purposes. On properties exceeding five (5) acres, the number of storage containers shall be approved by the Zoning Administrator subject to the provisions of this Section and finding that the location and number of units will not a hazard to the public.
6. Moving purposes. A residential property or individual business may locate a mobile storage unit associated with a move on a zoning lot not more than once per twelve (12) month period and not to exceed thirty (30) days during such year.
7. Remodel or construction projects. Mobile storage unit may be located on a zoning lot for the duration of a construction or remodeling project pursuant to an approved building permit. Units shall be removed upon expiration or lapse of a permit on the project, upon completion of the project, or issuance of the certificate of occupancy, whichever occurs first.”

SECTION THREE: That all existing Ordinances and Village Code provisions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed. Any storage container located in a non-residential zoning district prior to the adoption of this Ordinance, is hereby considered as a legal non-conforming use and is permitted to remain as long as such use is not expanded or changed.

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

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

PASSED and APPROVED this ___ day of _____, 2022.

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

 Marcy Meyer, Village President

ATTEST:

 Janett Conner, Village Clerk

Village of Beecher Wastewater Treatment Plant

Monthly Report

Month :JANUARY 2022

Year: 2022

Total Gallons . MGD

Influent : 15.797 MGD

Daily Maximum: 0.7440 MGD / Minimum: 0.4260 MGD /Average Daily Flow: 0.5095 MGD

Effluent: 20.723 MGD

Daily Maximum: .9263 MGD

Minimum: .5580 MGD / Average Daily Flow : 0.6680 MGD

Excess Flow: 0.00 MGD

Chlorine Used: (lbs) 0

Excess Treated: 0.00 MGD

Rainfall: 5.68 Inches

Return Sludge: 30.451 MGD

Dry Sludge Removed (Cubic Yards): 0

Liquid Sludge Hauled Gallons: 0 gals

Laboratory Information ;. Effluent

5 Day CBOD Avg : 0.9 mg/l . (Daily max): 1.2 mg/l
Total Suspended Solids Avg: 0.48 Avg (Daily Max): 0.48 mg/l
Ammonia Nitrogen Avg: N/D mg/l (Daily Max): 0 mg/l
Total Phosphorus Avg: 1.0 mg/l (Daily Max): 1.7 mg/l

.Laboratory Information; Influent

Total Phosphorus Avg: 5.7 mg/l (Daily Max) : 5.9 mg/l
Average 5 Day BOD: 121.9 mg/l Average TSS: 174.23 mg/l
Ammonia Nitrogen Avg: 24.96 mg/l (Daily max) : 33.80 mg/ l

% Removal BOD: 99.8 %

% Removal SS: 99.8 %

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. **Raw Influent Pump** pulled by **Gasvoda** due to a seal fail. Sludge storage building over head gas heaters motor fan units replaced by **Sun Ray Heating Inc.**

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

Ammonia nitrogen and Total Phosphorus samples collected and 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 **JANUARY 2021, DECEMBER 2021 NPDES DMR** reports completed and submitted to the IEPA..

Continue implementing an activated sludge process control monitoring 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,

John Hernandez

Chief Operator Wastewater Treatment plant

