

MEMORANDUM

TO: Village President and Board of Trustees

FROM: Robert O. Barber, Village Administrator

DATE: Friday, June 24, 2022

RE: VILLAGE ADMINISTRATOR MATERIALS FOR VILLAGE BOARD MEETING

BOARD MEETING DATE: *Monday, June 27, 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

VI. REPORT OF THE VILLAGE PRESIDENT

1. CONSIDER A PLEDGE TO THE WILL COUNTY CENTER FOR ECONOMIC DEVELOPMENT. The Village President met with Doug Pryor and Kayla Sorenson from the Will County CED to discuss the future of the Village's participation with the organization moving forward. For the last 20 years the Village has been contributing \$1,000 per year to the group but now they are asking the Village to increase its pledge to \$2,500 per year. Please see the enclosed material.

This organization does send us about 40 leads per year and is very active in Will County. The Village does participate in their two annual events each year; one in June and one in December.

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

1. CONSIDER AN AGREEMENT WITH FIRST MIDSTATE, INC. AS UNDERWRITER AND PLACEMENT AGENT WITH RESPECT TO THE VILLAGE'S GENERAL OBLIGATION BONDS. Please see the enclosed agreement which has been vetted by the Village Attorney.
2. CONSIDER A MOTION AUTHORIZING CHAPMAN AND CUTLER, LLP AS BOND/DISCLOSURE COUNSEL TO THE UNDERWRITER/PLACEMENT AGENT WITH RESPECT TO THE VILLAGE'S GENERAL OBLIGATION BONDS. This will allow for the first tasks to get completed: the drafting of an ordinance asking the question of the bonds for the new police station to the voters to be voted upon at the second meeting in July. We will have a dollar amount to request of the voters by that time. The referendum will then be on Tuesday, November 8th.

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

1. SPLASH PAD USE OF WATER, PERMANENT BATHROOMS RE-OPEN BUT GET DAMAGED. The splash pad has received much use in the last few weeks and a report on metered usage at the pad will be provided by the Supt. at the meeting.

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

1. DRAFT OF EASTERN WILL COUNTY FREIGHT MOBILITY STUDY RELEASED FOR REVIEW AND COMMENT; SURVEY REQUESTED. Will County has released its report of alternatives for a new east-west truck corridor and is asking elected officials to weigh in on the best alternative. What is aggravating about this plan is that it ignores everything happening south of Pauling Road and will not address our issues on County Line Road that we are experiencing. Please see the enclosed report.

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

1. OATH OF OFFICE: KURTIS INGRAM AS FULL TIME POLICE OFFICER REPLACING ANDREW LEROY
2. STATUS OF SECOND FULL TIME POLICE HIRE TO REPLACE OFFICER THOMAS BECK
3. CONSIDER THE APPOINTMENT OF VINCENT LOGAN AS A PART-TIME POLICE OFFICER

4. STATUS OF NEW SQUAD CAR

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

1. CONSIDER PAYMENT IN THE AMOUNT OF \$245,691.00 TO BRANDT EXCAVATING AS PARTIAL PAYMENT FOR LEAD SERVICE LINE REPLACEMENT PENDING RECEIPT OF I.E.P.A. LOAN FUNDS. Please see the enclosed pay request.
2. CONSIDER A CHANGE ORDER FOR BRANDT EXCAVATION IN THE AMOUNT OF \$40,358.44 FOR HARDSCAPE RESTORATIONS BASED ON UNIT PRICING FOR EXPLORATORY EXCAVATIONS. There several instances where copper was detected at the meter in the home (since the home was re-plumbed) but the Village had no record of a service line being replaced. This required an exploratory dig by the b-box to determine if a lead or copper service line existed. There were also lines which had to be replaced which were originally not on the list. Many of these b-boxes were in a driveway or sidewalk. On Indiana Avenue they were actually inside the cement swale so the lines were dug in the roadway. This change order is within the IEPA contingency of the base bid and should be covered by the loan and by forgiveness. However, the Village board must approve the change order first.
3. LEAD SERVICE LINE REPLACEMENT PROJECT UPDATE to be provided by the Supt. Many of the sod restoration areas were coming back before the latest bout of heat.
4. GOULD STREET WATERMAIN PROJECT STATUS REPORT will be provided by the supt. at the meeting. We should also know by the time of the meeting how the parade route will be affected.
5. ILLINOIS DEPARTMENT OF TRANSPORTATION AWARDS BID TO IROQUOIS PAVING IN THE AMOUNT OF \$5,343,399.98 CONTINGENT ON FEDERAL COMPLIANCE REVIEW FOR THE TOTAL REPLACEMENT OF PENFIELD STREET FROM GOULD TO DIXIE AND RESURFACING GOULD FROM PENFIELD TO INDIANA. This is an 80% federal/20% local project but the Village has exceeded the capped amount of the project which means \$1,366,622 or 24% of total project cost or \$33,422 more than the \$1,333,200 predicted in our October 21st report to the Village Board on Engineer's Estimate of Probable Cost. Given the devastating economic conditions which have changed since October of last year we believe this bid is very good. Despite having six bid packets pulled, only two bids were submitted and the other bid was from Gallagher in the amount of \$6,600,000. It is such great news that we can get this project off the ground now and 2023 is shaping up to be a very busy construction year.
6. WELL #3 REPAIRS UPDATE. We lost Well #3 to an electrical problem during the first heat wave and learned that the variable speed drive on the motor burned out. We bypassed the drive to make the motor work temporarily but the drive needs to be replaced

to control flows into the tank. The drive will cost \$15,000 and the labor costs will be quite extensive so this work will be charged to the Well #5 generator line item (\$35,000) this year since we did not budget nearly enough for the generator and there is a one year wait for the engine. We will discuss the new costs and the merits of that generator in next year's budget process. That being said, we operated proficiently with two wells on line but if we were to have a major fire in town, a watermain break, or if one of the other two wells went out we would have been on thin ice. This is why the department and the committee continues to stress redundancy and back up plans for water supply and distribution.

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

1. REPORT ON WILL COUNTY ECONOMIC DEVELOPMENT REVIEW BREAKFAST MEETING HELD LAST THURSDAY. At this meeting it is learned what has come to Will County in the past year and what is in the works. A report will be provided at the meeting.
2. CONSIDER A FACADE GRANT PROGRAM. The Committee is looking into the merits of such a program, how it can be funded and what the appropriate level of participation would be for such a program. The Village did have a façade grant program back in the mid 1990's and this information is enclosed. Back then the program was a 50/50 match with a \$2,000 cap on the Village's share. \$10,000 was budgeted. The program at that time was defunded after the first year since only three applicants were funded and all of the applicants were located along Dixie Highway. The intent of the program was to target the old downtown area but none of the money was spent in that area. Now, however, we have a TIF District and if TIF funds are used the funding can only be spent in the district so there would be a geographical limitation. This is just an idea and the committee is looking for some direction on whether there is interest in such a program and what the parameters should be. The Board could also use other revenue sources (General, ARPA) and create any rules it sees fit. Whatever is decided we should keep it simple for both the applicant and the Village.

G. OLD BUSINESS

H. NEW BUSINESS

I. ADJOURN INTO EXECUTIVE SESSION (if necessary)

J. ADJOURNMENT

**MINUTES OF THE REGULAR MEETING OF THE PRESIDENT
& BOARD OF TRUSTEES OF THE VILLAGE OF BEECHER
HELD AT THE BEECHER VILLAGE HALL,
625 DIXIE HIGHWAY, BEECHER, ILLINOIS
JUNE 13, 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, Chief Terry Lemming, Treasurer Donna Rooney, EMA Director Bob Heim and Sandy Rukavina.

GUESTS: George Schuitema.

President Meyer asked for consideration of the minutes of the May 23, 2022 Board meeting. Trustee Tieri 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

George Schuitema asked if the port-a-john could be moved away from the cancer memorial in Firemen's Park.

CLERK'S REPORT

1) A report was provided of income received in May, 2022. 2) The Board was asked who was planning to ride in the 4th of July parade so candy can be ordered. The Police Department's new golf cart will be used. Board members riding will need to meet at Village Hall at 3 p.m. to decorate the golf cart.

REPORTS OF VILLAGE COMMISSIONS

Administrator Barber reported that hanging baskets went up in the old part of town and flowers were put in at the memorial in Firemen's Park.

A 4th of July Commission report was provided. Next meeting is scheduled for June 30th. Everything is on track according to Trustee Kraus. Trustee Gianotti said raffle ticket sales are going well.

Trustee Juzeszyn provided a Youth Commission report. Kickoff to summer event was well attended and went well. Next meeting is scheduled for June 21st at 7:30 p.m.

Trustee Kypuros provided a Historic Preservation Commission report. The Commission is looking for volunteers to help clean the basement in the Depot. They would like to get the museum open again by July. The Commission will work on a date and find some volunteers to help.

VILLAGE PRESIDENT REPORT

President Meyer reported that All Right Signs doesn't think they can get the new Village Hall sign up by July 4th. They are still waiting on parts for the sign.

A. 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.

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

NAYS: (0) None.

Motion carried.

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

Trustee Kypuros read aloud the bills added to the list since Friday when he reviewed bills and made a motion to approve payment of the list of bills in the amount of \$171,944.21 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.

Trustee Kypuros reported that the Finance Committee met with David Pistorius of First Midstate, Inc., to discuss the potential of being the Village's bond underwriter or agent for the General Obligation Bond referendum in the fall for the new police facility. A scenario of the bond issue and scenario showing a 1% increase in EAV per year and how that will affect the tax rates on the bonds was provided to the Board. The cost of issuance on \$4 million would be a total of \$121,500 and if the referendum were to fail no fees would be paid. Three different scenarios have been run on bond issue to determine potential costs. At the next meeting, the Board will consider retaining David Pistorius of First Midstate, Inc., as bond counsel. Details of the process was provided by Trustee Kypuros. The referendum question has to be approved by August 21st so an ordinance needs to be voted on by the second meeting in July to authorize the referendum.

The Illinois Public Risk Fund worker's compensation site visit and assessment was provided in the packet for review.

The Village has hired a new part-time clerical employee. Clerk Conner introduced Sandy Rukavina to the Village Board and she was welcomed as a new employee.

B. PUBLIC BUILDINGS AND PROPERTIES, PARKS AND RECREATION COMMITTEE

Trustee Gianotti reported that JMA Architects explained their proposal for the new police facility in more detail after questions were raised at the last meeting. A breakdown of fees was provided in the packet for review. Work has begun on renderings and the goal is to have a rendering by September.

The video system for the splash pad has been installed and is operating. The splash pad appears to be getting a lot of use.

C. PLANNING, BUILDING AND ZONING COMMITTEE

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

It was reported that Administrator Barber issued two variances for fences in front yards on corner lots since the new ordinance was passed.

D. PUBLIC SAFETY COMMITTEE

The Police Department monthly report was provided in the packet for review. Chief Lemming provided a summary.

Last Wednesday was the wake for Denis Tatgenhorst. Chief Lemming reported that all full-time officers attended and he was proud of them. He also thanked Bob Heim for putting together items for the wake.

The Police Department put in for a grant to pay for in-car cameras that were already purchased. They will receive the grant, but not sure yet if it will be fully or partially funded. State is stalling efforts to get permits approved for Route #1 cameras so we are not paying anything for the system as of yet.

Chief Lemming reported that over the weekend Flock cameras caught a stolen vehicle that was in town being used in car burglaries.

Chief Lemming reported one of the candidates being hired had all background checks done and will be sworn in on June 20th when he begins. The second candidate is undergoing his background check, etc.

Trustee Tieri said this Wednesday is the law enforcement Torch Run beginning at CVS. Run should begin between 12-1 p.m., and everyone is welcome to participate.

The EMA monthly report was provided in the packet for review. Director Bob Heim reported that they are looking for some dedicated volunteers for EMA.

The Code Enforcement monthly report was provided in the packet for review.

An update was provided on the status of full-time police officer staffing. Officer Tom Beck has resigned to take another position and conditional offers have been made to two officers currently with other departments.

The status of a new patrol vehicle was provided. One vehicle was ordered last winter and it's hoped to be here in July. A second car can't be ordered yet.

E. 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.

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

A Penfield Street STP project update was provided. Bid opening for this project is Friday, June 17th. The Village has requested an additional \$352,000 in federal funding for the project, which we believe will be approved. The Village's share remains \$1,229,000 and \$983,200 of this will be due in August. The Village will borrow \$650,000 in MFT anticipation notes as previously planned and pay the remaining \$333,200 out of MFT reserves. This is all subject to coming in under engineer's estimates to determine how to proceed with the project.

Trustee Kraus made a motion to approve a payment in the amount of \$474,486.17 to M&J Underground as partial payment for the Gould Street watermain project. A copy of the invoice was provided in the packet for review. Trustee Stacey seconded the motion.

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

NAYS: (0) None.

Motion carried.

A Gould Street watermain update was provided. The contractor is on target for being done on Gould Street by the 4th of July parade, but one of the railroad crossings may be closed during that time. Administrator Barber reported connecting to water tower will be tricky part of the job. The next meeting for this project is Tuesday, June 21st.

Both Miller Street and Dixie Highway watermain replacement design work is nearing completion. Both projects will be ready for bid by the end of this summer.

A well #5 generator update was provided. The project was put on hold due to a dramatic cost increase for the generator, which put the project over budget.

A lead service line replacement project update was provided. The project is nearing completion with restoration work being done at this time. Administrator Barber reported that some of the sod restorations have failed and some have not been completed. No more sod will be laid now until September because of the weather. At that time the project will be completed. Fifteen b-boxes still need to be found.

A curb and sidewalk replacement program update was provided. A list of areas needing replacement has begun and the project will go out for proposal after July 4th.

F. ECONOMIC DEVELOPMENT AND COMMUNITY RELATIONS COMMITTEE

The Board discussed the results of the last two concerts in the park. Trustee Juzeszyn reported on the Sunday concert and thanked Board members for working on these events. Iron Horse was a very successful event. Food truck coordination was an issue. More food trucks will be needed in the future. Raices Latin Jazz Fusion concert was last Sunday. Band was great but turnout could have been better and could have improved on this concert. It was suggested splitting the weekends further apart for the events. There seems to be a better turnout when offering food and drink. The next concert event will be held during the 4th of July weekend with a Pearl Jam tribute band. Helps is needed that day for a couple different shifts. Trustee Gianotti will do a sign-up sheet so he will be asking for help. The August concert will be held during the Lions Club Beef Roast. Trustee Juzeszyn also reported on the remaining concert dates.

G. OLD BUSINESS

I. NEW BUSINESS

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

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

NAYS: (0) None.

Motion carried.

Meeting adjourned at 7:46 p.m.

Respectfully submitted by:

Janett Conner
Village Clerk

Who We Are

The mission of the Will County Center for Economic Development is to improve the quality of life for all residents in Will County by recruiting new companies offering high-quality jobs and a solid tax base while assisting existing businesses to retain and add jobs.

The CED is non-profit 501(c)(6) development corporation established in 1981 by local business leaders who were committed to cementing Will County's place in the global supply chain and securing its economic future. In 2021, the CED celebrated its 40th anniversary.



What We Do

From site selection to permitting, economic data, tax abatement, and connectivity to elected officials, the CED provides valuable business services to public and private entities looking to expand or relocate their business in Will County. Recent projects include Amazon distribution and fulfillment centers, Harbor Freight Tools, Jackson Generation, and [The Lion Electric Company's first U.S. manufacturing facility](#).

For a comprehensive look at 2021, view our [Annual Report to Investors](#).

How We Work

CED programs and services are based on the following principles:

- Defense of the Will County and Illinois Economies
- Competitiveness of Will County Businesses
- Diversification of the Economic Base
- Inclusive Economic Development
- Infrastructure Modernization
- Workforce Attraction and Development

Programs and services are supported by [nearly 200 investors](#), representing **20 sectors** of the region's economy.



2021 CED Board Chair Lydia Garvey presented Bob Filotto (center) with the Frank Turk, Jr. Business & Community Achievement Award for his 35 years of CED investment and service.

Who's Around the Table

The CED is governed by a **70-member Board of Directors**, comprised of public and private sector leaders who share a commitment to ensure a strong regional economy. View the [list of leadership here](#).

Through [Committees and a Coalition](#), leaders convene by interest area and drive value from engagement.

Why Will County

Transportation: Will County is home to 3 major interstates and the I-355 Toll Road, 5 Class I railroads, 3 intermodal parks, and 3 navigable waterways connecting to major bodies of water. With diverse transportation assets, Will County delivers unmatched speed to market.

Jobs: Will County is a leading job growth engine in the Midwest. Nearly 4 million workers are available within 35 square miles. With a strong presence of trades and training programs, Will County has the workforce to build anything!

Housing: Forward-thinking municipal leaders are committed to ensuring a strong and diverse local housing stock. In 2019, 2020, and 2021 Will County led the state in single-family housing permits.

Quality of Life: Great schools, award-winning hospitals, respected educational institutions, vibrant shopping, and diverse food and entertainment options make Will County an attractive place to live, work and play.



The Houbolt Road Bridge is part of more than \$2 billion in infrastructure improvements slated for Will County in IDOT's 5-year plan. Construction begins spring 2021. The CED helped make it happen through its grassroots I-80 Coalition, comprised of municipal and business leaders.

CED Investors benefit from *Impact, Access, Influence, and Networking.*

WHAT INVESTORS ARE SAYING...

"Being involved in the CED provides a broader perspective on issues in our community."

Dr. Mimi Cowan, Speaker, Will County Board

"USF is involved in the CED to help ensure the long-term health - and growth - of the communities we serve."

Dr. Arvid Johnson, President University of St. Francis

"The CED offers connectivity to local business and community leaders in a geographic area of importance to our company."

Eric Pitcher, Regional Manager of Economic Development, BNSF



Get engaged in Will County's economic future. Join CED as an investor!

Kayla Sorensen
Director of Investor Relations
815-774-6075
Kayla.Sorensen@WillCountyCED.org

CED WILL COUNTY
CENTER FOR
ECONOMIC DEVELOPMENT

203 North Ottawa Street, Suite 100
Joliet, IL 60432
(815) 723-1800
www.willcountvced.com

SUSTAINING INVESTORS

Throughout the CED's history, Sustaining Investors have played an integral role in delivering our mission. These companies represent the organization's most ardent financial supporters who are deeply committed to a vibrant regional economy.

We extend our sincere thanks to the 2022 Sustaining Investors of the CED.

**Advent Health
Bolingbrook Hospital**

Ascension Saint Joseph - Joliet

BNSF Railway

CenterPoint Properties

Chicagoland Speedway

CITGO Lemont Refinery

City of Joliet

City of Lockport

Comcast

ComEd-An Exelon Company

Constellation - Braidwood Station

D'Arcy Buick-GMC

Elion Partners

ExxonMobil Joliet Refinery

First Midwest Bank

G & W Electric

Harrah's Joliet Casino

Hollywood Casino

Lewis University

Nicor Gas

Ozinga

Silver Cross Hospital

Three Rivers Construction Alliance

Union Pacific Railroad

University of St. Francis

Village of Plainfield

Village of Romeoville

Vulcan Materials

Wight & Company

Will County

203 N. Ottawa St., Suite 100 • Joliet, IL 60432 • 815.723.1800 • WillCountyCED.com



Benefits of Investment	\$2,500	\$5,000	\$10,000	\$20,000+
Direct investment in the future of the Will County regional economy	✓	✓	✓	✓
Priority access to County and regional data to drive informed decisions about site selection, business relocation, and business expansion	✓	✓	✓	✓
Connectivity to public and private sector leaders on economic issues impacting Will County	✓	✓	✓	✓
Recognition throughout the year, including the Annual Report and CED website	✓	✓	✓	✓
Subscription to <i>In Focus</i> monthly e-newsletter <ul style="list-style-type: none"> • Economic news, opinions, and insights from respected CED staff • Widely read, with open rates consistently outpacing industry average 	✓	✓	✓	✓
Invitations to investor-only events and the Will Economic Network (for municipalities)	✓	✓	✓	✓
Promotion on CED website and social media platforms <ul style="list-style-type: none"> • Reaching 2,500+ followers representing a broad range of industries • Engagement through 21,000+ monthly impressions 	✓	✓	✓	✓
Membership in a CED Committee or Coalition	✓	✓	✓	✓
Opportunity to serve as a voting member on the CED Board and provide a participant in a Committee		✓	✓	✓
Option to sponsor a high profile CED Event such as the Economic Report or Conversation with a CEO		✓	✓	✓
Invitation to Conversation with a CEO, a new event for top-tier investors		✓	✓	✓
Opportunity to provide up to 2 participants in Committees			✓	✓
Year-round recognition as a <i>Sustaining Investor</i> on all e-news, invitations, and major publications			✓	✓
Opportunity to provide up to 3 participants in Committees				✓
Consideration for additional leadership opportunities				✓

Robert Barber

From: Tim Kuiper <tkuiper@austgenlaw.com>
Sent: Tuesday, June 7, 2022 9:06 AM
To: Robert Barber
Cc: Marcy Meyer; Jonathan Kypuros; Ben Juzeszyn
Subject: RE: FIRST MIDSTATE AGREEMENT

Bob:

I have reviewed:

Please note that Beecher is still responsible for Chapman and Cutler LLP if bonds issued are \$200K or less, and the Village responsible for any bond rating expenses if no bonds issued.

Otherwise, everything else is standard and disclosures are standard.

Thank you.

Timothy R. Kuiper

AUSTGEN KUIPER JASAITIS P.C.

130 N. Main Street

Crown Point, Indiana 46307

Phone:(219)663-5600

Fax: (219)662-3519

Email: tkuiper@austgenlaw.com

Providing legal assistance in the areas of Business, LLC and Corporate Law; Wills, Trusts, Estate Planning, Trust Administration, and Probate; Real Estate, Land Use, and Zoning; Litigation; Collections; Traffic Offenses; and Personal Injury.

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All personal messages express the views only of the sender, which are not to be attributed to Austgen Kuiper Jasaitis P.C., and may not be copied or distributed without this statement.

From: Robert Barber <rbarber@villageofbeecher.org>
Sent: Monday, June 06, 2022 5:21 PM
To: Tim Kuiper <tkuiper@austgenlaw.com>
Cc: Marcy Meyer <MMeyer@villageofbeecher.org>; Jonathan Kypuros <JKypuros@villageofbeecher.org>; Ben Juzeszyn <bjuzeszyn@villageofbeecher.org>
Subject: FIRST MIDSTATE AGREEMENT

We have selected this firm along with Chapman and Cutler for the sale of our bonds and the referendum. Cost of issuance to be \$121,429 on \$4 million if the referendum passes and we sell bonds and no fee earned if the referendum fails. Can you please review and advise as to whether this agreement is acceptable. We were advised that this is a template but want to make sure this has your blessing.



INVESTMENT BANKERS

306 N. MAIN ST., SUITE 3
P.O. BOX 3367
BLOOMINGTON, IL 61702-3367
TEL: 309-829-3311 FAX: 309-827-2171

AGREEMENT by and between the Village of Beecher, Will County, Illinois, and First Midstate Incorporated of Bloomington, Illinois ("*First Midstate Incorporated*"): The said First Midstate Incorporated to act as PLACEMENT AGENT or UNDERWRITER with respect to the issuance of \$ _____ more or less General Obligation Bonds (the "Bonds").

I. Undertakings on the part of First Midstate Incorporated.

- (A) While acting as Placement Agent, First Midstate Incorporated agrees to perform the following services:
 - (i) Prepare the Term Sheet.
 - (ii) Identify potential purchasers and assist the Issuer in responding to their inquiries.
 - (iii) Use commercially reasonable efforts to arrange for the purchase of the Bonds by one or more purchasers.
 - (iv) Cooperate whenever possible with your attorney and recognized Bond Counsel.
 - (v) Work with Chapman and Cutler LLP, who will serve as bond counsel to the Placement Agent. Chapman and Cutler LLP is acting as bond counsel to the Placement Agent and has an attorney-client relationship with the Placement Agent and not the Issuer. The Issuer will refer to its general or special counsel as necessary.

- (B) While acting as Underwriter, First Midstate Incorporated agrees to perform the following services:
 - (i) Make debt analysis of the Issuer's presently outstanding debt and perform analysis of market interest rates. Recommend maturity schedules and other procedural requirements for the Bonds to be issued.
 - (ii) Work with Chapman and Cutler LLP as disclosure counsel to prepare the Issuer's preliminary and final Official Statement; including summary of financial, industrial, and factual information of the Community.

- (iii) Cooperate wherever possible with the architect, your attorney, and recognized bond counsel and disclosure counsel. Assist with the disclosure requirements of the State of Illinois, Securities and Exchange Commission, Municipal Securities Rulemaking Board and Financial Industry Regulatory Authority.
- (iv) Coordinate bond printing, document execution and filing, and bond closing.
- (v) Act as Underwriters for the Issuer in the marketing of the Bonds.
- (vi) Chapman and Cutler LLP is acting as bond counsel and disclosure counsel to the Underwriter and has an attorney-client relationship with the Underwriter and not the Issuer. The Issuer will refer to its general or special counsel as necessary.

II. Undertakings on the part of the Issuer. The Issuer agrees to:

- (A) Make available to First Midstate Incorporated any data necessary to perform its services hereunder.
- (B) Consider financing plans submitted by First Midstate Incorporated and work with First Midstate Incorporated in the selection of the best plan.
- (C) Cooperate with bond counsel to supervise or prepare all necessary legal proceedings and requirements incidental to the issuance and sale of the Bonds, with First Midstate Incorporated assisting wherever possible.
- (D) Consult its own legal, financial and other advisors to the extent it deems appropriate.

III. General Provisions

- (A) In the event that the Issuer decides to proceed with the issuance of the Bonds, First Midstate Incorporated will market the Bonds based on market conditions by selling them to Bond purchasers including, without limitation, money managers, commercial banks, institutional investors, broker-dealers, insurance companies and other purchasers. First Midstate Incorporated does not commit to offer the Bonds to any or all of the foregoing. Any purchaser of the Bonds including those purchased by broker-dealers can and often will resell those Bonds at higher prices and/or lower yields.

(B) Expenses

- (i) It is anticipated that the costs of issuance of the Bonds will be paid from the proceeds of the Bond issue. However, if the principal amount of the Bonds issued is less than \$200,000, the Village agrees to pay the expenses of Chapman and Cutler LLP.
- (ii) In the event it is impossible to carry forward the issuance of the Bonds for legal or other reasons, or in the event the Board elects not to proceed with the issuance of Bonds, First Midstate Incorporated agrees to be responsible for all expenses incurred in the preparation of the financing plan. The expenses of a bond rating, if incurred, are the responsibility of the Village. If a rating is necessary, the Village will engage the rating agency independently.
- (iii) First Midstate Incorporated will act as Placement Agent or Underwriter with respect to the Bonds for a fee not to exceed the greater of \$50 per \$1,000 of the par amount of the Bonds or \$50 per \$1,000 of the gross transaction proceeds, including, but not limited to, any premium that Issuer receives, plus an amount to cover First Midstate's incidental expenses, such as MSRB fees, not to exceed an additional 0.05% of the par amount of the Bonds. The final amount of fees and expenses shall be made available and included in the bond purchase agreement, and/or final official statement, and/or Treasurer's receipt once the terms of the new issue are finalized.

IV. Federal Securities Law Disclosures

- (A) First Midstate Incorporated is acting as a Placement Agent or Underwriter with respect to the Bonds and not as a municipal advisor as described by the Municipal Securities Rulemaking Board and the Securities and Exchange Commission.
- (B) Municipal Securities Rulemaking Board Rule G-17 requires both placement agents and underwriters to make certain disclosures to an issuer to clarify its role in an issuance of municipal securities. Such disclosures with respect to First Midstate Incorporated's role as Placement Agent are set forth on *Exhibit A* hereto. Such disclosures with respect to First Midstate Incorporated's role as Underwriter are set forth on *Exhibit B* hereto.

Respectfully submitted,
FIRST MIDSTATE INCORPORATED

BY _____
Title: Compliance Officer

EXHIBIT A

DISCLOSURES REGARDING FIRST MIDSTATE INCORPORATED'S ROLE AS THE PLACEMENT AGENT

- (I) Disclosures Regarding the Placement Agent's Role
 - (A) MSRB Rule G-17 requires a placement agent to deal fairly at all times with both municipal issuers and investors;
 - (B) A placement agent's primary role is to place the Bonds with a purchaser in an arm's-length commercial transaction with the Issuer. The placement agent has financial and other interests that differ from those of the Issuer;
 - (C) Unlike a municipal advisor, a placement agent does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests;
 - (D) The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction;
 - (E) A placement agent has a duty to place the Bonds at a fair and reasonable price, but must balance that duty with its duty to the purchaser to secure a price for the Bonds that is fair and reasonable; and
 - (F) The placement agent will prepare the Term Sheet for the Bonds in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction. Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The preparation of the Term Sheet by the Placement Agent should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the Term Sheet.

- (II) Disclosure Regarding the Placement Agent's Compensation
 - (A) The Placement Agent will be compensated by a fee the payment or receipt of which will be contingent on the closing of the transaction and the amount of the fee is based, in whole or in part, on a percentage of the principal amount of the bonds or a percentage of the gross proceeds paid to the Issuer. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the Placement Agent may have an incentive to

recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

(III) Disclosures Regarding Transaction Structure

- (A) Your obligation to pay principal and interest will be a contractual obligation that will require you to make these payments no matter what budget constraints you encounter. Furthermore, to the extent that you agree to rate covenants, additional bond tests or other financial covenants, these may constrain your ability to operate and to issue additional debt and, if you do not comply with these covenants, they can result in a default with respect to the bond issue.
- (B) The bonds may be structured as tax-exempt obligations. If so, you will be required to comply with various Internal Revenue Service (“IRS”) requirements and restrictions relating to how you use and invest the proceeds of the bonds, how you use any facilities constructed or improved with proceeds of the bonds and other restrictions throughout the term of the bonds. These requirements and restrictions may constrain how you operate the financed facilities and may preclude you from capitalizing on opportunities. Further, violation of these requirements and restrictions can result in the bonds becoming taxable and may cause you to become liable to the IRS and to the owners of the bonds. In addition, in the event of an audit of the bonds by the IRS, obtaining an independent review of IRS positions with which you legitimately disagree is difficult and may not be practicable.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the underwriters. In addition, you should consult with the Issuer’s own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Please note that nothing in this letter should be viewed as a commitment by the underwriters to purchase or sell all the Bonds and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

EXHIBIT B

DISCLOSURES REGARDING FIRST MIDSTATE INCORPORATED'S ROLE AS THE UNDERWRITER

- (I) Disclosures Regarding the Underwriter's Role
 - (A) Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
 - (B) The Underwriter's primary role is to purchase securities with a view to distribution in an arm's length commercial transaction with the Issuer. The Underwriter has financial and other interests that differ from those of the Issuer;
 - (C) Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests;
 - (D) The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction;
 - (E) The Underwriter has a duty to purchase securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
 - (F) The Underwriter will review the official statement for the Issuer's securities in accordance with, and as a part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

- (II) Disclosure Regarding the Underwriter's Compensation
 - (A) The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the bonds or a percentage of the gross proceeds paid to the Issuer. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

(III) Disclosures Regarding Transaction Structure

- (A) Your obligation to pay principal and interest will be a contractual obligation that will require you to make these payments no matter what budget constraints you encounter. Furthermore, to the extent that you agree to rate covenants, additional bond tests or other financial covenants, these may constrain your ability to operate and to issue additional debt and, if you do not comply with these covenants, they can result in a default with respect to the bond issue.
- (B) The bonds may be structured as tax-exempt obligations. If so, you will be required to comply with various Internal Revenue Service (“IRS”) requirements and restrictions relating to how you use and invest the proceeds of the bonds, how you use any facilities constructed or improved with proceeds of the bonds and other restrictions throughout the term of the bonds. These requirements and restrictions may constrain how you operate the financed facilities and may preclude you from capitalizing on opportunities. Further, violation of these requirements and restrictions can result in the bonds becoming taxable and may cause you to become liable to the IRS and to the owners of the bonds. In addition, in the event of an audit of the bonds by the IRS, obtaining an independent review of IRS positions with which you legitimately disagree is difficult and may not be practicable.

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Please note that nothing in this letter should be viewed as a commitment by the underwriters to purchase or sell all the Bonds and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

The foregoing Agreement is hereby accepted for and on behalf of the Village of Beecher, Will County, Illinois, pursuant to proper action by the Board of Trustees on this _____ day of _____, 2022.

ATTEST:

Village Clerk

BY _____
President

TRUSTEE _____ MOVED AND TRUSTEE _____
SECONDED THE MOTION TO:

Authorize Chapman and Cutler LLP, Chicago, Illinois, to prepare the necessary legal proceedings for the proposed issuance of \$ _____ more or less General Obligation Bonds (the "Bonds"), retain First Midstate Incorporated, Bloomington, Illinois ("*First Midstate Incorporated*"), as Placement Agent or Underwriter for the Bonds and authorize the Village Board to execute an agreement retaining First Midstate Incorporated as Placement Agent or Underwriter for the Bonds.

After a full and complete discussion thereof, the President directed the Village Clerk to call the roll for a vote upon said motion.

Upon the roll being called, the following Trustees voted AYE:

.....
.....

The following Trustees voted NAY:.....

The following Trustees were ABSENT:

Whereupon the President declared the motion carried.

DATED this _____ day of _____, 2022.

Village of Beecher, Will County,
Illinois

President

ATTEST:

Village Clerk

PURPOSE AND NEED

1.1 Project Background

The Eastern Will County Freight Mobility Corridor Study (EWC Study) is a Planning and Environmental Linkages (PEL) study initiated due to community concerns regarding growth in truck traffic from the high density and continuing influx of warehousing, distribution centers, and associated freight activity in Will County. Traffic analysis demonstrates that the county road network has gaps in continuous east-west movement between IL 394 and IL 50, with only short discrete segments designated as truck routes. Population and economic growth in Will County have continued steadily, with a sharp increase in transportation, warehousing, and intermodal facilities that have increased freight volumes in and through the county. In 2015, trucks carried \$282 billion in goods through Will County. Multimodal freight volumes in Will County could reach nearly 600 million tons valued at about \$1.2 trillion by 2040¹.

Will County's largest employer and freight mover is Amazon, which recently built fulfillment centers in Monee, University Park and Matteson, in or adjacent to this study area. The increased freight traffic in eastern Will County was introduced without accompanying improvements to the county transportation network or a supporting designated truck route network. This has led to uncontrolled freight movements on roads that were not designed to support significant truck travel, truck traffic occurring where it is incompatible with land uses, community safety, and freight mobility constraints in the local transportation network. These issues have become a decision factor in continued job growth, economic development, and population growth if transportation needs are left unaddressed.

The Will County Division of Transportation (WCDOT), the communities of eastern Will County (Crete, Monee, Beecher, Peotone, University Park, and Steger), and other stakeholders have been discussing the appropriate location for an east – west designated truck route for more than two decades, leading to the grassroots genesis of this study. These communities and the County identified existing potential routes for a freight corridor; however, these routes are not currently built to appropriate standards for heavy truck utilization.

The PEL process represents a collaborative and integrated approach to transportation decision-making that considers environmental, community, and economic goals early in the transportation planning process, and uses the information, analysis and products developed during planning, to inform the subsequent environmental review process. The PEL is anticipated to be adopted or incorporated by reference into the project's future National Environmental Policy Act (NEPA) documentation (23 USC 168).

Will County's *Will Connects 2040 Long Range Transportation Plan (LRTP)* highlights two large transportation projects in eastern Will County, the Illiana Expressway and the South Suburban Airport (SSA), that, in addition to increasing freight-related developments, could further change the complexion of the study area. The Illiana project, linking I-55 near Wilmington to I-65 in Indiana, would play a major role in supporting the transportation and logistics industry in Will County, improving regional east-west mobility and accessibility, and offering an alternative

¹ Will County Community Friendly Freight Mobility Plan <https://www.willcountyfreight.org/>

route for truck traffic on I-80. However, the Illiana project has not advanced beyond initial planning by Illinois and Indiana. The LRTP recognizes that, without the Illiana, much of the existing and projected truck traffic must use county and local roadways, which do not offer the same high-quality mobility as an Interstate facility. The LRTP also states that the SSA, located southeast of Monee and southwest of Crete, would offer a commercial alternative to Chicago O'Hare and Midway airports. The SSA project would include a new interchange with I-57 that would also interchange with IL 50 and offer new routes to local and regional freight traffic as well as airport access. The 2040 plan also identifies University Parkway, Exchange Street and IL 1/394 in eastern Will County as freight routes where 2040 truck volumes will exceed 3,000 a day, and I-57 as a freight corridor where 2040 truck volumes will exceed 8,500 a day.

In addition to the Illiana and SSA projects, other eastern Will County projects evaluated in the LRTP include the following in order of their weighted score. Some of the projects overlap as they represent different project limits:

- I-57 from Wilmington-Peotone Road to I-80 (2.30)
- Manhattan-Monee Road from US 45 to I-57 (2.15)
- Manhattan-Monee Road from I-57 to Center Road (2.10)
- Exchange Street from Western Avenue to State Line Road (1.80)
- I-57 from Manhattan-Monee Road to I-80 (1.80)
- Manhattan-Monee Road Extension from IL 50 to Crete-Monee Road (1.65)
- Pauling-Goodenow Road from IL 50 to Plum Creek near IL 1 (1.65)
- IL 1 Beecher Bypass from Goodenow Road to Corning Road (1.55)
- Will Center Road from County Line to Crete-Monee Road (1.50)
- IL 394 from US 30 to IL 1 (1.45)
- Metra Electric District improvements (1.25)*
- Manhattan-Monee Road from Crete-Monee Road to State Street (1.15)
- Metra Electric Extension Peotone to Monee (0.95)*
- Metra SouthEast Service Balmoral Park to Chicago (0.85)*
- South Suburban Airport Access IL 50 to SSA terminal (0.80)
- South Suburban Airport Access I-57 to IL 50 (0.80)
- South Suburban Airport Access IL 50 to Airport Access Road (0.80)

*Transit project (all others are roadway projects)

The *Will County Community Friendly Freight Mobility Plan (Freight Mobility Plan)*, approved in September 2017, identifies and provides guidance for local freight policies, programs and investments, while also creating a mechanism for evaluating and prioritizing freight-related projects. Potential projects are identified by Tiers, with highest-ranking projects in "Tier 1" and lower priority projects in lower tiers. Within or near the EWC Study Area, the following projects are identified in the Freight Mobility Plan.

- I-57 Monee-Manhattan Interchange (Tier 1)
- I-57 Add Lanes from Wilmington-Peotone Road to I-80 (Tier 1)
- IL 50 Intersection at Dralle Road (Tier 1)
- IL 50 Intersection at Governor's Highway (Tier 1)

- Manhattan-Monee Road Add Lanes from Center to I-57 (Tier 1)
- Crete-Monee Road Overpass over UP/CSX (Tier 2)
- Wilmington Peotone Road Interchange at I-57 (Tier 3)
- Pauling-Goodenow Road Improvements from IL Route 50 to Plum Creek (Tier 3)
- South Suburban Airport Access at IL 50 (Tier 4)
- South Suburban Airport Western Airport Access (Tier 4)
- Pauling Goodenow Road Bridge Over Plum Creek (Tier 4)
- Illiana Corridor New Road (Tier 4)
- Beecher Bypass from IL 1/Goodenow Road to Corning Road (Tier 4)

It is noted that the Freight Mobility Plan did not identify potential mainline improvements to Crete-Monee Road.

The genesis of the EWC Study was the elected officials in eastern Will County bringing WCDOT's attention to the issues of increasing truck traffic, a lack of east-west through routes, less than ideally designed routes for trucks, and unauthorized truck traffic on routes with posted weight limits. In turn, WCDOT initiated this study to identify potential improvements to alleviate the issues identified by the Eastern Will elected officials.

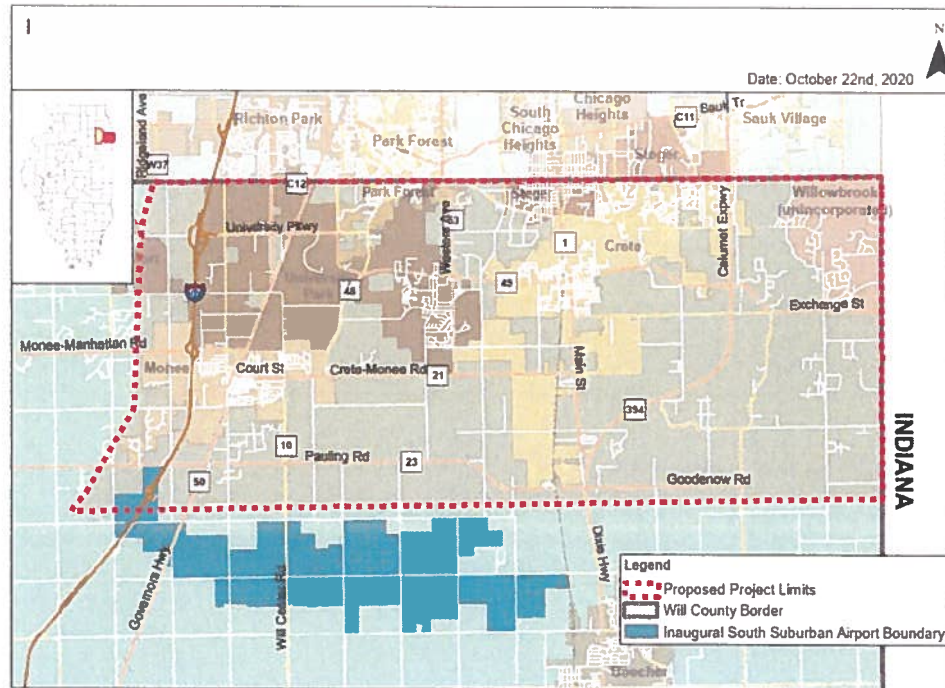
1.2 Study Area and Logical Termini

WCDOT is responsible for the existing county roadway network and has sponsored the EWC Study to evaluate what can be accomplished within that network. As termini are evaluated, there are some multi-jurisdictional areas that transition from Will County to other agencies. It is anticipated that the study team will primarily evaluate county highway improvements, but may also consider roadway elements outside of county jurisdiction but of benefit to the impacted stakeholders if improved.

1.2.1 Study Area

The EWC Study Area is defined as the Will/Cook County line to the north, the Indiana state line to the east, north of the SSA inaugural airport boundary on the south, and west of I-57 on the west.

EWC Study Area



1.2.2 Logical Termini

The logical western terminus of the project is I-57, the major north-south interstate corridor of eastern Illinois, which terminates at the Dan Ryan Expressway (I-94) in Chicago at its north end and I-55 in Sikeston, MO at its south end. I-57 is one of four interstate routes that passes through Will County. I-57 is the busiest truck route in the EWC Study Area, carrying 1,054 Single-Unit (SU) and 7,354 Multiple-Unit (MU) trucks per day north of the Monee exit. By 2050, truck traffic is projected to reach 1,530 SU and 9,344 MU trucks per day at the same location.

The logical eastern terminus of the project is the north-south IL 1/I-394 corridor; IL 394 terminates at its junction with IL 1 south of Crete, connects to the I-80/94 Kingery Expressway junction in unincorporated Cook County, and is a 4-lane expressway with at-grade intersections south of US 30 and full access control from US 30 to the Kingery Expressway. South of the IL 394 junction, IL 1 is a north-south 2-lane other principal arterial highway that serves eastern Illinois communities near the Indiana border and terminates near the Ohio River at Cave-in-Rock in southern Illinois. IL 1 was a part of the "Dixie Highway" system that connected the upper Midwest to Florida through a combination of routes prior to the development of the Interstate highway system. IL 1 was also part of a Supplemental Freeway system conceived in the late 1960s by the state of Illinois but was not developed as a freeway or expressway south of the IL 394/IL 1 junction. IL 394 is the second busiest truck route in the EWC Study Area, carrying 365 SU and 1,123 MU trucks per day north of the IL 1 junction. By 2050, truck traffic is projected to reach 560 SU and 1,540 MU per day at the same location.

1.3 Regional Planning Context

The project lies entirely within the Chicago Metropolitan Agency for Planning (CMAP) planning area boundary. On October 10, 2018, CMAP adopted its ON TO 2050 comprehensive plan, utilizing a year 2050 long range planning horizon; accordingly, the EWC Study will use a 2050 planning horizon for consistency with the adopted regional plan. According to ON TO 2050, Will County is anticipated to grow in population from 687,252 in 2015 to 1,073,023 in 2050, and in employment from 204,622 in 2015 to 361,477 in 2050. The CMAP 2050 plan also identifies transportation projects that are needed to accommodate the shifting and growing needs of its 7-county planning region.

Regionally significant projects in the CMAP transportation plan are identified as either "constrained" or "unconstrained". The plan includes a relatively small number of constrained regionally significant projects as priorities and recommends further study of others that are classified as "unconstrained." Only constrained projects are eligible to receive federal transportation funds and obtain certain federal approvals.

Within or near the EWC Study Area, the following projects are identified as regionally significant projects in the CMAP ON TO 2050 plan²:

Expressways:

- I-57 from I-80 to the Will/Kankakee border, RSP 35. Only the reconstruction portion of the project, to essentially replace the existing facility in-kind with no lane additions, is identified as constrained.
- I-80 Managed Lanes (US 30 to I-294, RSP 37. This project envisions adding capacity with the addition of tolled managed lanes and consideration of truck-only lanes, and would serve along with a project directly to the west, Western I-80 Reconstruction and Mobility Improvements (Ridge Road to US 30), RSP 36, to improve operations across the entire I-80 corridor.
- I-294/I-57 Interchange Addition, RSP 22. This improvement adds additional movements to an interchange where, prior to 2014, it was not possible to directly access between the routes.

Transit:

- Metra Rock Island Improvements, RSP 70. This project will improve rail freight movement through the region, provide capacity for additional express service, reduce congestion, and improve access at Union Station.

Arterial Projects:

- Laraway Road from US 52 to Harlem Avenue, RSP 55. Provides an upgraded roadway to accommodate growth in the corridor.
- Wilmington-Peotone Road from IL 53 to Drecksler Road, RSP 56. Improves freight movement and provides economic benefits.

² CMAP Regionally significant projects, <https://www.cmap.illinois.gov/2050/mobility/regionally-significant-projects>

Unconstrained Projects:

- Illiana Expressway, a proposed limited access highway connecting I-55 in Will County, IL and I-65 in Lake County, IN south of the EWC Study Area.
- Metra Electric improvements, which would address state of good repair and integrate more closely with CTA's fare system.
- Metra Rock Island RER projects, which would convert the Metra Rock Island service from diesel to electric operation and provide higher frequency service.
- STAR Line, a new Metra service that would use the ex-EJ&E CN railroad corridor as far east as Lynwood to provide a circumferential transit service from the south, west and northwest suburbs to O'Hare airport.

1.4 Project Need

Existing and future travel demand within and near the EWC Study Area is driven by growth in the intermodal and freight industry, population, employment, and commuter traffic, especially in the I-57 corridor. The ability for the existing transportation network to accommodate these demands is strained as these travel demands increase. The I-80/US 30 corridors are projected to be widened to their ultimate footprint by 2050, and the travel demands are shifting significantly south of these vital links.

With its prominent role as home to North America's largest inland port and its centralized location bound and traversed by I-55, I-80, I-355, and I-57, Will County emerged as a prominent freight intermodal and logistics center more than fifteen years ago, especially for the transfer of containerized rail freight of domestic and international origin for distribution by local and long-distance trucking as well as collection of bulk products for domestic and international export via rail. Within and near the EWC Study Area, businesses such as the new Amazon fulfillment centers built or planned in Monee, University Park and Matteson, as well as other large warehousing, manufacturing and logistics businesses have located around the Monee and Stuenkel Road/University Parkway interchanges along I-57 in northeastern Will County.

A transportation system improvement(s) is needed in the EWC Study Area to address the following needs:

- Improve Freight Mobility Deficiencies Due to a Lack of Continuous East-West Freight Routes
- Accommodate Growth in Local and Regional Freight Traffic
- Alleviate Roadway Safety Deficiencies for Freight and Other Users

These needs are developed in more detail as described below.

1.4.1 Improve Freight Mobility Deficiencies Due to a Lack of Continuous East-West Freight Routes

The EWC Study Area does not have the required roadway network to accommodate this growth in local and regional truck traffic. Although there are three major north-south 4-lane routes traversing the EWC Study Area (I-57, IL 50 and IL 394), the EWC Study Area does not have any through east-west routes between I-57 and the IL 1/IL 394 corridors. The nearest continuous routes that will accommodate legal load trucks are Sauk Trail and US 30 to the north in Cook County, and the Wilmington-Peotone/IL 50/Peotone Beecher Road combination to the south.

Within the EWC Study Area, there are many east-west 2-lane roads, but only a handful do not have a weight limit restricting heavy trucks. In general, trucks traveling from IL 50 to the east from the Monee area are restricted to either a route utilizing IL 50 to the south, Pauling Road to the east, Will Center Road (CH 10) to the north, and Crete-Monee Road (CH 21) to the east; or else they would have to travel further to the north along IL 50 to access Sauk Trail or US 30 in Cook County, or to the south along IL 50 to access Peotone Beecher Road. Likewise, trucks traveling west from the Crete area do not have a direct route to the east and would either need to access Exchange Street to the west, Western Avenue to the North, and either Sauk Trail or US 30 to the west, or go south to Beecher on IL 1 and access Peotone Beecher Road to the west to connect to IL 50 or I-57.

Stakeholder Comments:

Lack of Continuous East-West Freight Route

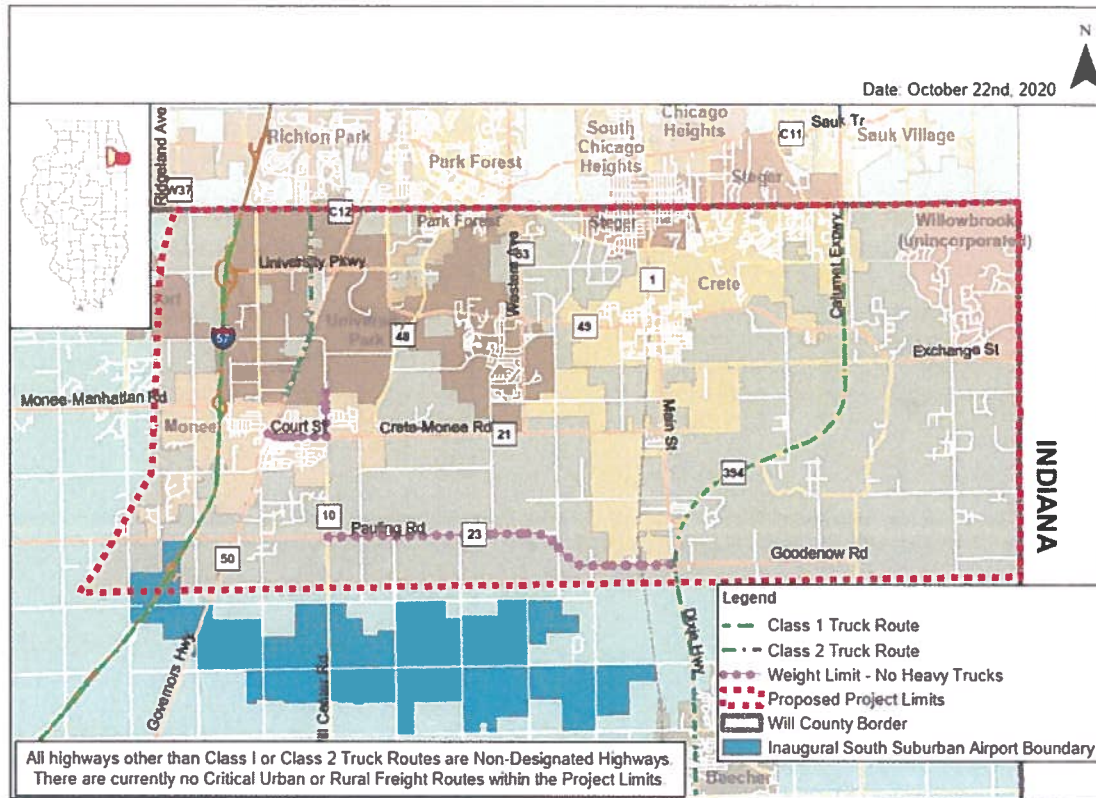
Midwest Truckers Association

Trucks travel along Manhattan-Monee Road from Joliet, then have no way to travel past I-57 on that route. This leads to freight travel on unauthorized roads in eastern Will County.

Will County Center for Economic Development

A big reason [the site] is not being developed is lack of east-west connection.

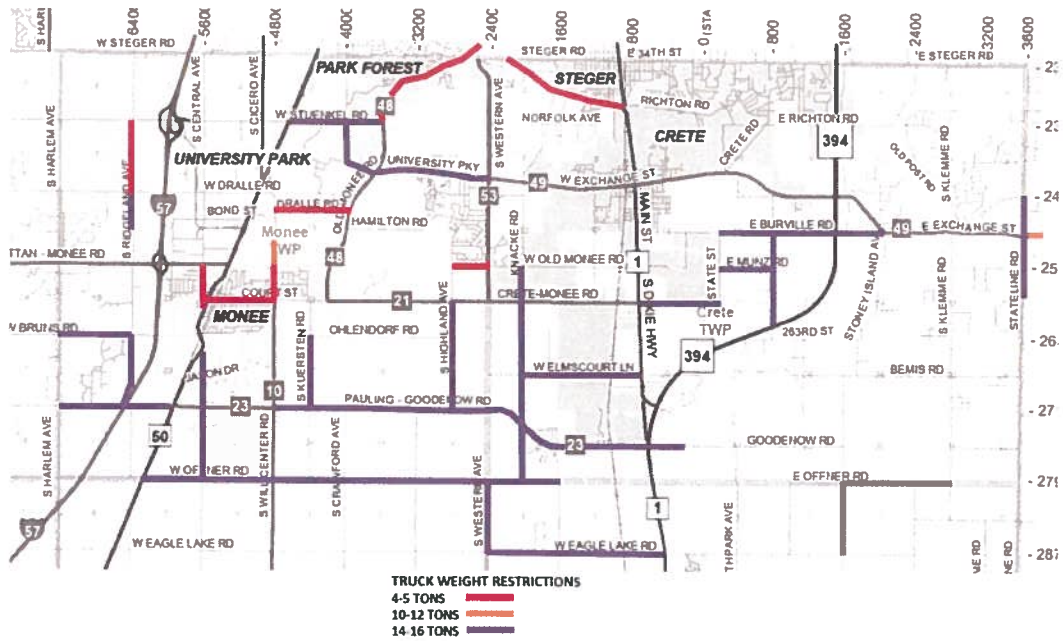
Existing Truck Routes within the EWC Study Area



1.4.2 Accommodate Growth in Local and Regional Freight Traffic

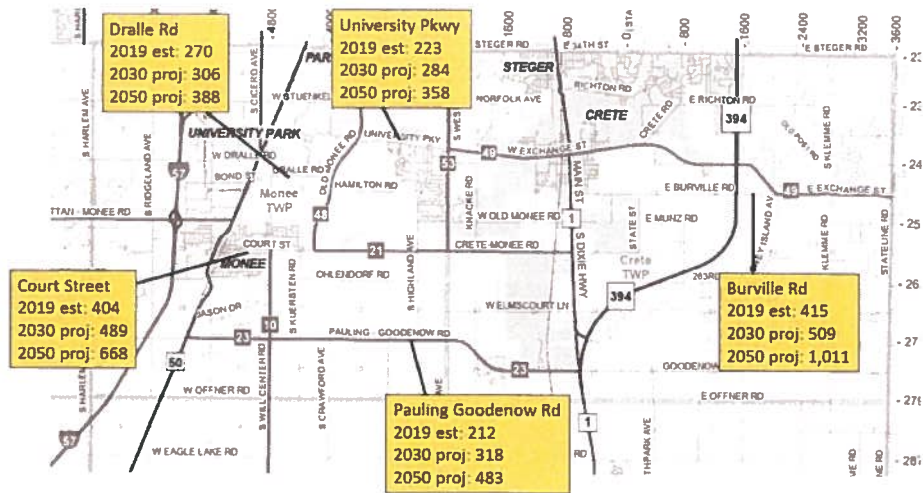
The existing EWC Study Area roadway network accommodates a mixture of automobile, SU and MU truck traffic. However, larger SU and all MU vehicles are restricted from a substantial portion of the network. The exhibit below shows that there are several north-south highways with no weight restriction (such as I-57, IL 50, Western Avenue, IL 1 and IL 394) but few similar east-west highways (Crete-Monee Road, Exchange Street, and a short portion of Pauling Goodenow Road), and none are continuous between the I-57 and IL 1/394 termini. In addition, there is no highway that can legally accommodate a >16ton vehicle crossing the Illinois/Indiana state line within the EWC Study Area; the nearest compatible crossings are Sauk Trail, a Cook County highway approximately one mile north of the EWC Study Area, and IL 17/IN 2, approximately nine miles south of the EWC Study Area.

Current Weight Limits on Selected EWC Study Area Highways



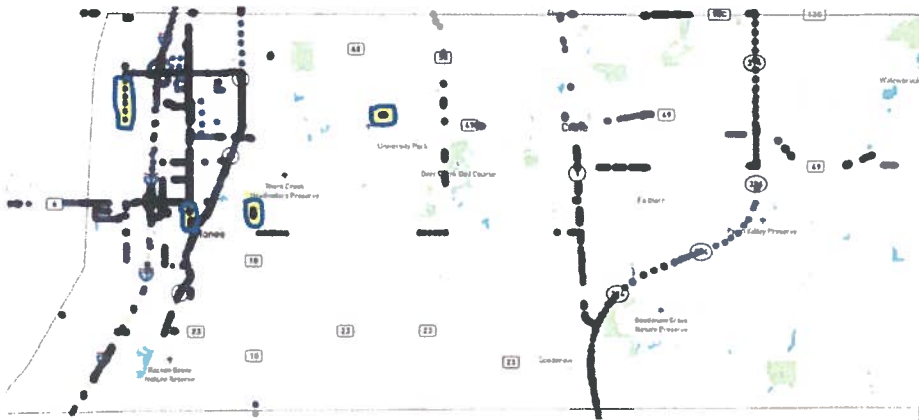
Despite the posted weight limits on various highways within the Study Area, there is evidence of larger multiple-unit (MU) trucks utilizing these routes. Below is a map showing selected east-west routes with postings of 16 tons or less, with the 2019 estimates (based on recent traffic counts) and traffic model projections of the 2030 and 2050 MU truck volumes in a “do nothing” scenario (no additional improvements and no additional weight enforcement measures).

Daily MU Truck Counts and Projections on Selected ≤16 Ton Posted Highways



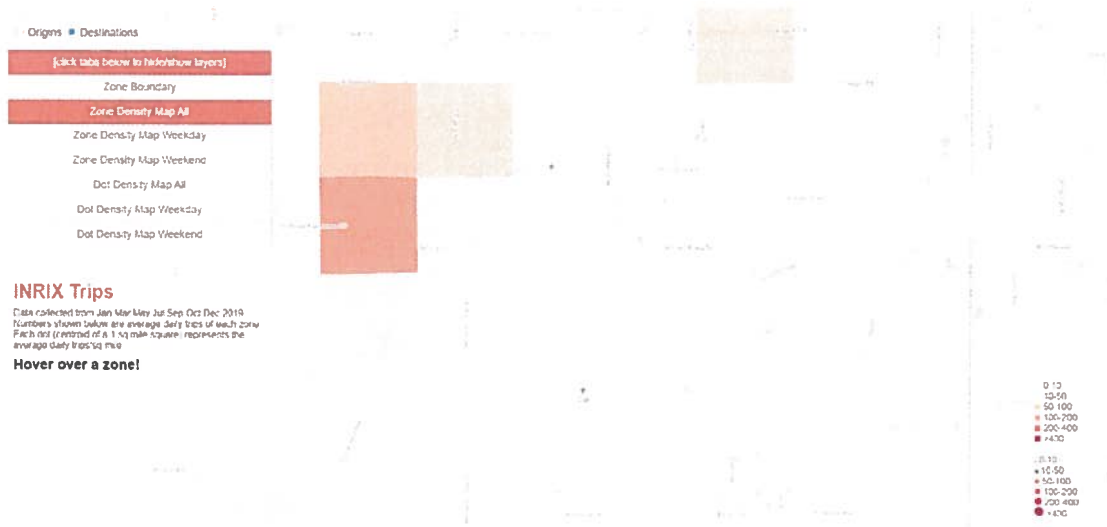
Further evidence of overweight trucks on local roads in the study area is found in the INRIX truck GPS traces that were analyzed for this study. The map below shows the intensity of medium and heavy truck trips for a single representative weekday in March 2019. Locations with unauthorized truck activity are highlighted and circled in blue.

Sample INRIX Truck GPS Locations from Representative Weekday in March 2019



INRIX data from 2019 was processed and origins and destinations were summed to the traffic analysis zones covering the study area. The map below shows the density of truck destinations captured by the INRIX data. The I-57 corridor between Monee and University Park contains a heavy concentration of truck destinations.

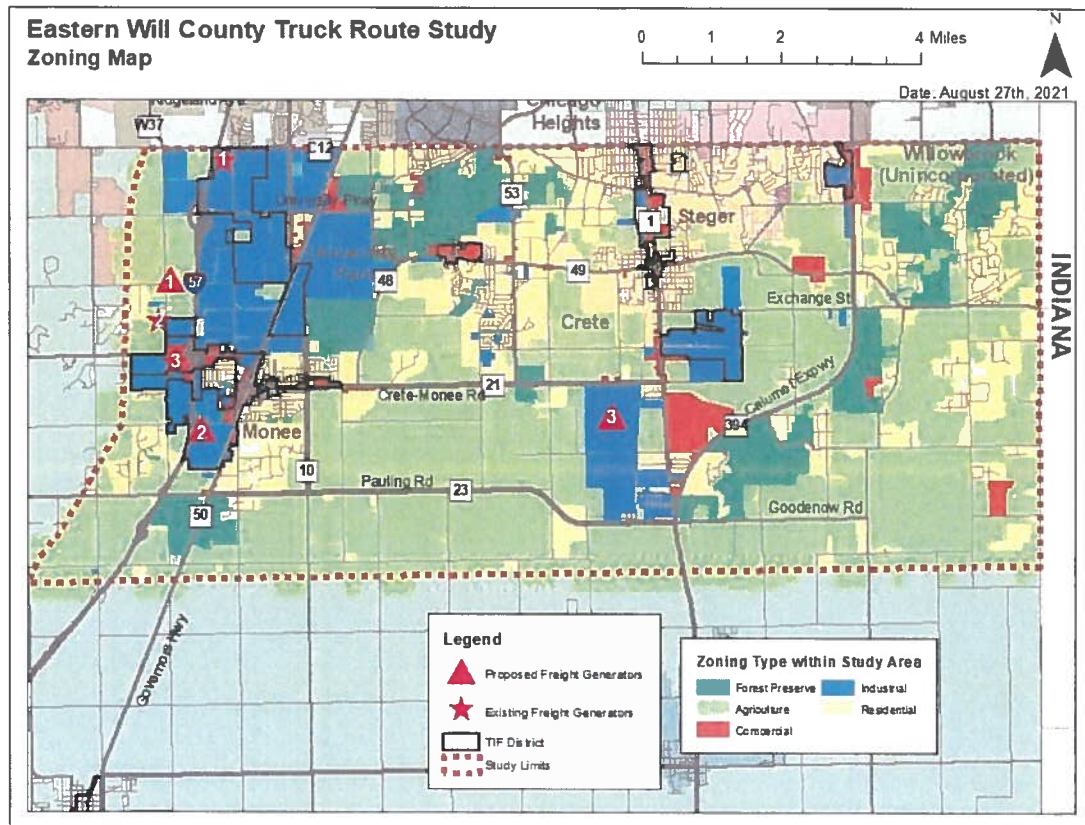
INRIX Data – Density of Truck Destinations



Future Congestion: In addition to the truck activity, the overall traffic congestion in the study area is projected to worsen by 2030 and beyond, as a result of increased land use devoted to warehouse and also residential development.

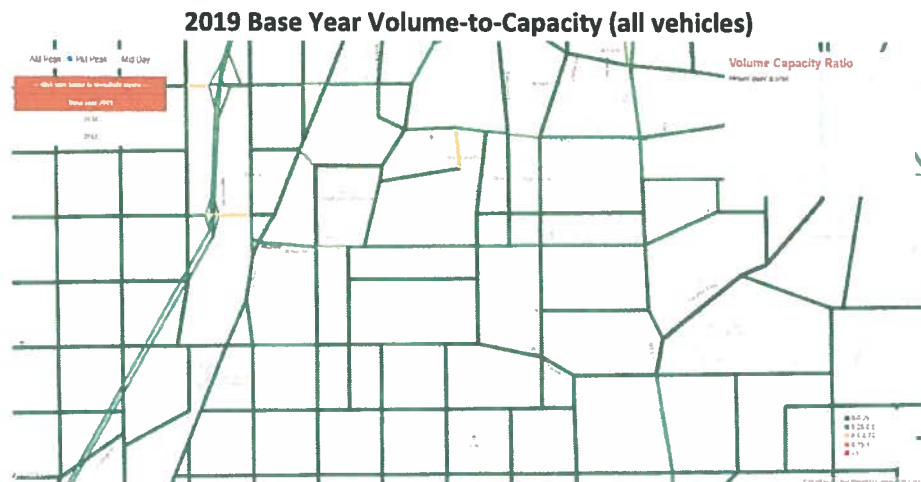
Changing Land Uses: As stated previously, several existing and potential land use changes are occurring in the EWC Study Area, much of which are driven by growth in the logistics industry. In the map below, the blue areas represent currently zoned industrial uses. The EWC Study interviewed municipalities, economic development and planning organizations, and Amazon to determine future growth patterns including employment and population, which in turn would lead to changes in transportation demand. In addition to the existing and under construction Amazon fulfillment centers in Monee, University Park, Matteson and Markham, other potential developments, primarily in the University Park/Monee area, were considered in estimating growth. It is noted that growth from the proposed CSX Intermodal facility in Crete was not considered, since its planning was determined by the EWC Study to be in a dormant state. CMAP's population and employment projections for an inaugural SSA airport were included in conformity with their Go To 2050 long range transportation plan. These modeling inputs were reviewed with CMAP, which agreed in March 2021 that the EWC Study methodology used to estimate future freight traffic growth in Will County was sound.

**Current Zoned Land Uses in the EWC Study Area
Showing Major Existing and Potential Freight Generators**



Travel Demand Projections: The travel demand model was used to produce the following maps of volume-to-capacity ratios, which show the degree of congestion.

2019: The 2019 (base year) model shows very limited congestion, mostly limited to immediate surroundings near I-57 interchanges. Volume-to-capacity ratios are mostly below 0.5 in the PM peak time period (4-6pm).



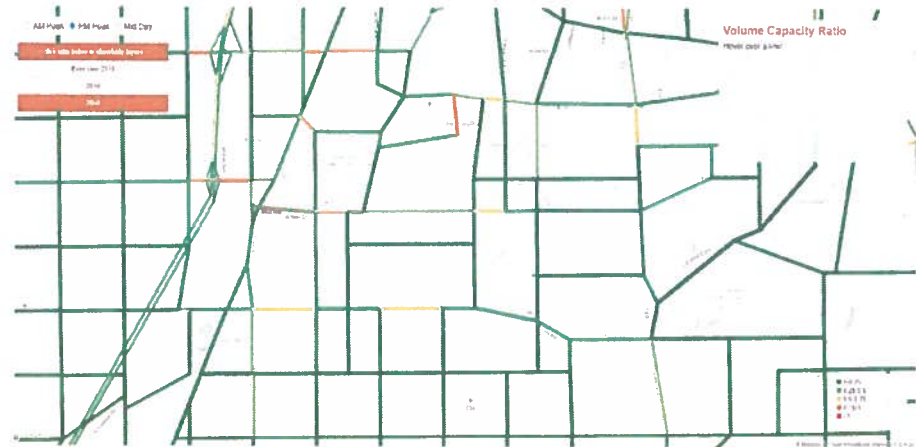
2030: Looking at the PM peak time period in 2030, we see congestion getting worse along Crete-Monee Road and University Parkway.

2030 Projected Volume-to-Capacity (all vehicles)



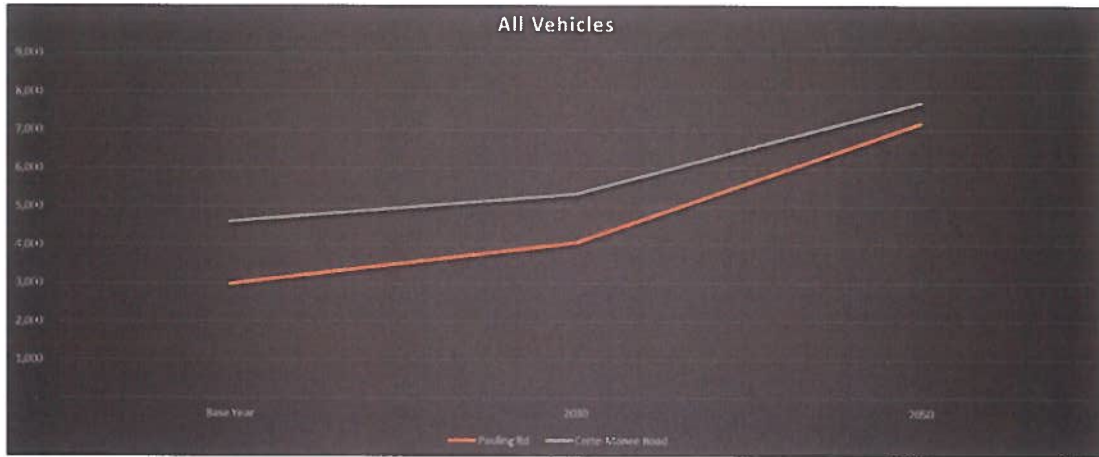
2050: By 2050, PM peak congestion has spread to Pauling Goodenow Road and multiple locations in the EWC Study Area.

2050 Projected Volume-to-Capacity (all vehicles)

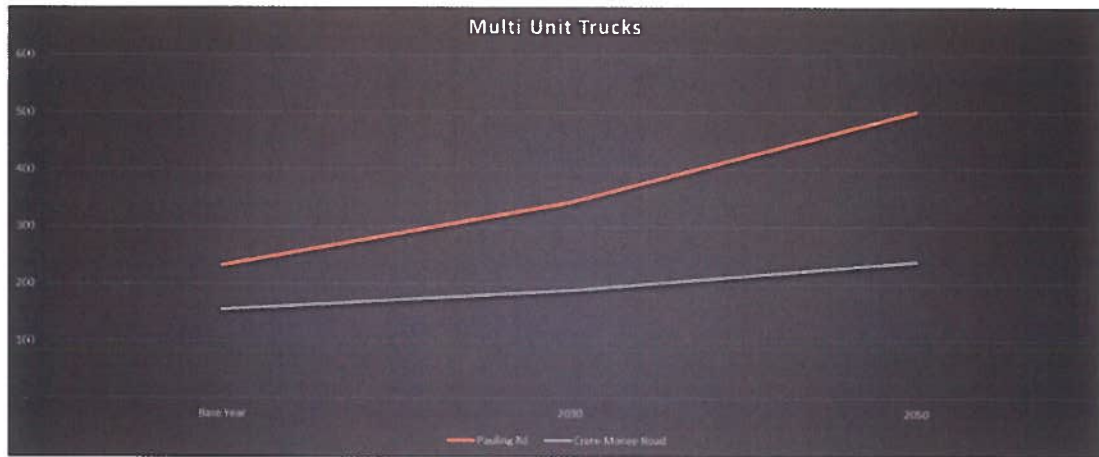


Truck vs. Auto Growth: Pauling Goodenow Road and Crete-Monee Road stick out as areas of concern for growing congestion in future years as planned economic development occurs. The following two charts show the traffic growth for all vehicles and MU trucks for just these two roads for 2019, 2030, and 2050. The biggest driver of traffic growth is projected to be private automobiles. While MU truck traffic growth will continue on Crete-Monee Road, it is projected to be outpaced by growth on Pauling Goodenow Road.

**2019-2050 Projected Traffic Growth
Crete-Monee and Pauling Goodenow Roads (all vehicles)**



**2019-2050 Projected Traffic Growth
Crete-Monee and Pauling Goodenow Roads (MU Trucks)**



1.4.3 Alleviate Roadway Safety Deficiencies for Freight and Other Users

Pavement Structure/Weight Limits: While subsurface pavement investigations have not yet been undertaken, several factors are known. Crete-Monee Road is classified as a Minor Arterial from IL Rt. 50 to IL Rt. 1. East of IL 1, it is a Minor Collector. Pauling Goodenow Road is classified as a Local Road. It is assumed they were constructed to different standards.

Stakeholder Comments:
Accommodate Growth in Local and Regional Freight Traffic

Village of University Park
Truck routes are very inconsistent... if we are promoting freight, we need to do some rebuilding. There is very little to no connectivity.

Court Street (Crete-Monee Road extended west) is under jurisdiction of Village of Monee from IL 50 to Will Center Road and is posted at 4 tons. West of Will Center to IL 1 along Crete-Monee Road, there are no weight restrictions. East of IL 1, Crete-Monee Road is under jurisdiction of Crete Township and is posted at 15 tons. Pauling Goodenow Road has no posted limit between IL 50 and Will Center Road, but has a posted limit of 14 tons for the entire 5.5-mile portion east of Will Center Road.

Crash Analysis: An analysis of crashes along Crete-Monee and Pauling Goodenow Roads was conducted at six intersection locations. The 2014-2018 crash summary table below shows what types of traffic control were in place at crash locations, the conditions in which crashes occurred, number and type of crashes, and the percentage of injuries and fatalities at each location. Color-coding is used to represent low (green) average (yellow) and higher than average (red) crash experience as compared to national crash data for locations on similar type facilities with similar traffic volumes. It is noted that the number and severity of crashes of these Study Area intersections is not generally higher than expected, but a higher percentage of wet/snow and nighttime crashes occurred than were expected.

2014-2018 Crashes at Six EWC Study Area Intersection Locations

INTERSECTION	TRAFFIC CONTROL					CONDITIONS		# CRASHES								PERCENT	
	1 OR 2-W STOP	ALL-WAY STOP	SIGNAL	LIGHTED	MULTILANE	% WET / SNOW	% DARKNESS	REAR END	ANGLE	TURNING	FIXED OBJECT	SIDESWIPE	ANIMAL	OTHER	TOTAL CRASHES	% FATALITIES	% INJURIES
Court St/Crete-Monee Rd & IL 50			Y	Y	Y	50	0	2	3	4	1	0	0	0	10	0%	20%
Crete-Monee Rd & Will Center Rd.		Y		Y		25	12	3	2	2	0	0	1	0	8	0%	0%
Crete-Monee Rd. & Western Ave.	Y			Y		13	40	3	1	1	1	0	1	3	10	0%	17%
Pauling Rd. & IL 50	Y			Y		45	18	3	4	1	1	0	0	2	11	0%	27%
Pauling Rd & Will Center Rd.		Y		Y		27	34	2	3	0	2	1	0	1	11	0%	15%
Pauling/Goodenow Rd. & IL 394			Y	Y	Y	28	39	6	0	3	2	1	4	2	18	0%	11%
TOTAL								19	15	11	7	2	6	8	68	0%	26%

Design Deficiencies: roadway shoulders are narrow along both Crete-Monee Road and Pauling Goodenow Road, with typical widths of 2 to 3 feet as an aggregate wedge. The travel lanes of Crete-Monee Road (classified as a Minor Arterial) are nominally striped at 12' width, but most of Pauling Goodenow Road (classified as a Local Road) is nominally striped at 10' lane width. It is noted that Minor Arterial criteria for existing two-lane roadways are 11' lane width and 8' shoulders (4' paved and 4' aggregate) and Illinois Department of Transportation (IDOT) Bureau of Local Roads (BLR) criteria for existing two-lane roadways are 11-12' lane width and 4'-6' (aggregate).³ It is also noted that, while Pauling Goodenow Road meets Local Road criteria, those criteria are not desirable for a designated truck route. It is desirable for truck routes to have minimum 11' -12' lane widths and relatively wide shoulders meeting or exceeding IDOT BLR standards to promote a safe area for crash avoidance and pull-off area for breakdowns;

³ IDOT BLR Manual, Fig. 33-3A (DHV <975) and 33-3C (ADT > 3000)

neither route currently offers that opportunity, and where narrow shoulders and lanes exist, they can contribute to an increased crash exposure for all vehicles, including trucks.

A notable geometric deficiency along Pauling Goodenow Road is the CSX/UP Railroad-highway underpass west of IL 1, which does not meet IDOT BLR standards for vertical and horizontal clearance⁴. The vertical clearance is 13'-9", but should be 14'-9". The opening width measures approximately 21' between abutments, but should be 62'-68'. The existing width leaves little clearance for vehicles passing underneath the structure. This route, including the CSX/UP Railroad-highway underpass, is restricted to ≤14-ton vehicles between Will Center Road and IL 1.

Stakeholder Comments:
Safely Accommodate Truck Freight Traffic
Anonymous, MetroQuest Public Comment
"Bridge on Goodenow is too narrow and dangerous. Also Pauling would be a great route for trucks to get to 394 to 50 if you removed the weight limits."

CSX/UP Railroad-Pauling Goodenow Road Underpass Structure



Drainage: A review of drainage and drainage structures along Crete-Monee and Goodenow Pauling Roads revealed the following information.

General: No overtopping incidents were reported on either Crete-Monee or Pauling Goodenow Roads. However, all four creeks that bisect the Study Area (Rock, Deer, Black Walnut, and Plum Creeks) have floodplains on the roadway, suggesting overtopping is possible. Virtually every major culvert along either route is a safety issue due to narrow/no shoulder width, substandard guardrail and terminal sections, vertical protrusions of headwalls not shielded by guardrail, periodic highwater levels, and/or close proximity utility poles.

⁴ IDOT BLR Manual, Figure 36-4I (Local Road DHV > 200, Design Speed <60)

Crete-Monee Road Typical Drainage Structures



Crete-Monee Road: At Crete-Monee and Pinewood, the double box culvert has undesirable skewed geometry, was observed to have a highwater level (i.e. freeboard issue), has many nearby utility poles, and has a nearby CMP culvert beneath Pinewood.



Pauling Goodenow Road: The Pauling-Goodenow double box culvert at the Rock Creek is in IDOT's Structure Summary Reports. There are narrow shoulders, pipeline on the south side, and utility poles on the north side. The east box is silted up, suggesting a drainage issue.



The Pauling-Goodenow Road underpass at CSX/UP railroad is in the floodplain north of the road. Although the underpass has not had a reported closure due to flooding, maintenance personnel often need to clean gravel out of the grates following a storm.



The western Pauling-Goodenow double box culvert at Plum Creek was constructed in 2018. Although the structure is in very good condition, the west box is silted up after only 3 years, suggesting a drainage issue.



Other Drainage Notes: IL 50 north of Manhattan Monee Road is subject to flooding, with 11 reports of flooding from 1990 to 2014, and reports of IL 50 at Steger Road (Will/Cook County line) as a recurring flood area. About half of the reports indicated a situation where the road was impassable. It is noted that IL 50 is under IDOT jurisdiction, but that flooding along IL 50 may periodically affect access to county routes such as Crete-Monee and Pauling Goodenow Roads.

1.5 Purpose Statement

Based on the Project Need identified in Section 1.4, the purpose of the EWC project is to provide a sustainable transportation solution that would improve east-west connectivity between the I-57 corridor and the IL 1-IL 394 corridor within the Study Area. This solution will be consistent with local and regional planning and economic development goals so as to:

- Provide a continuous east-west truck route that is designed to attract and accommodate freight-oriented and other users to promote freight mobility, and helping to alleviate utilization of circuitous or weight-restricted routes that are not suitable as truck routes;
- Accommodate market demands for the increasing freight logistics transportation and more efficient freight movement including better accommodation of regional truck trips and accommodation of potential multi-modal freight connections; and
- Provide infrastructure that safely accommodates east-west travel, including freight, through eastern Will County.



June 21, 2022
19-R0571.04

To: Village of Beecher
625 Dixie Hwy
Beecher, IL 60401

Attn: Bob Barber, Administrator

RE: Lead Water Service Replacements
Estimate # 3- Partial

Dear Mr. Barber:

Enclosed herewith please find Invoice #3 (dated 5/10/22) from Brandt Excavating, Inc. for work completed through 4/29/22 for the above referenced project. We have reviewed the work and find that, in our best judgment, it is in substantial compliance with the plans and specifications.

As this is an IEPA project, certain costs from Invoices #1 and #2 were delayed disbursement from IEPA. The IEPA requires a balancing change order for any quantities above bid quantities. Robinson's previous recommendations for payment were issued prior to the disbursements, and therefore Brandt Excavating was paid for their work performed rather than allocated disbursement amount for Invoices #1 and #2. Brandt's Invoice #3 amount of \$313,869.00 included make-up costs of for what IEPA had not paid via disbursements. However, the Village had paid Brandt for all monies requested, and therefore the payment for Invoice #3 should be \$245,691.00 rather than \$313,869.00.

We, therefore, recommend that Brandt Excavating Inc. is entitled to payment of Two Hundred and Forty-Five Thousand, Six Hundred Ninety-One Dollars and Zero Cents (\$245,691.00) as summarized below, contingent upon receipt of these funds from the IEPA:

Total Loan Eligible Earned to Date	\$779,350.00
Less 10% Retention	\$77,935.00
Subtotal	\$701,415.00
Less previous payments	<u>\$455,724.00</u>
Amount Due this Pay Request #3 - Partial	\$245,691.00

Very truly yours,

Jonathan Flowers, PE
Project Engineer
(815) 412-2015
jflowers@reltd.com

AIA Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: AIA OF BEECHER PO BOX 1154 625 DIXIE HWY BEECHER, IL 60401	PROJECT: BEECHER 2021 LEAD SERVICES	APPLICATION NO: 3 5/10/2022 PERIOD TO: BEECHER 2021 LEAD SERVICES CONTRACT FOR:	Distribution to: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
FROM CONTRACTOR: Brandt Excavating Inc 385 E. Hoover Street Morris, IL 60450	VIA ARCHITECT: Robinson Engineering	CONTRACT DATE: 19-R0571 PROJECT NOS: 838 INVOICE NO: 838	

CONTRACTOR'S APPLICATION FOR PAYMENT

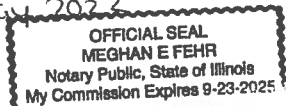
Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ 2,777,865.00
2. NET CHANGE BY CHANGE ORDERS	\$ -659,215.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 2,118,650.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 780,110.00
5. RETAINAGE:	
a. 10% of Completed Work (Columns D + E on G703)	\$ 78,011.00
b. % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 78,011.00
6. TOTAL EARNED LESS RETAINAGE	\$ 702,099.00
(Line 4 minus Line 5 Total)	\$ 388,230.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$
(Line 6 from prior Certificate)	\$ 313,869.00
8. CURRENT PAYMENT DUE	\$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 1,416,551.00

CHANGE ORDER SUMMARY	ADDITIONS	REDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this month	\$ 0.00	\$ 659,215.00
TOTAL	\$ -659,215.00	\$
NET CHANGES by Change Order	\$	\$

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

CONTRACTOR:
 By: [Signature] Date: 5-6-2022
 State of: Illinois
 County of: Grundy
 Subscribed and sworn to before me this 6th day of May, 2022
 Notary Public: Meghan E Fehr
 My commission expires: 9-23-2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

ARCHITECT:
 By: _____ Date: _____

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

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA[®]

Document G702[™] – 1992 Instructions

Application and Certificate for Payment

GENERAL INFORMATION

Purpose and Related Documents. AIA Document G702[™]–1992, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703[™], Continuation Sheet. These documents are designed to be used on a Project where a Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201[™], General Conditions of the Contract for Construction.

Use of Current Documents. Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

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COMPLETING G702

After the Contractor has completed AIA Document G703, Continuation Sheet, summary information should be transferred to AIA Document G702, Application and Certificate for Payment.

The Contractor should sign G702, have it notarized, and submit it, together with G703, to the Architect.

The Architect should review G702 and G703 and, if they are acceptable, complete the Architect's Certificate for Payment on G702.

The Architect may certify a different amount than that applied for, pursuant to Sections 9.5 and 9.6 of A201. The Architect should then initial all figures on G702 and G703 that have been changed to conform to the amount certified and attach an explanation. The completed G702 and G703 should be forwarded to the Owner.

MAKING PAYMENT

The Owner should make payment directly to the Contractor based on the amount certified by the Architect on AIA Document G702, Application and Certificate for Payment. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on G702.

EXECUTING THE DOCUMENT

Persons executing the document should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the document. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.



AIA[®] Document G703[™] – 1992

Continuation Sheet

Page 2

AIA Document G702[™]-1992, Application and Certificate for Payment, or G732[™]-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3
 APPLICATION DATE: 5/10/2022
 PERIOD TO: 5/10/2022
 ARCHITECT'S PROJECT NO: 19-R0571

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>		H BALANCE TO FINISH <i>(C - G)</i>	I RETAINAGE <i>(If variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>	THIS PERIOD		% <i>(G + C)</i>			
1	Labor & Materials	2,118,650	431,367	348,743	0	780,110	37	1,338,540	78,011
GRAND TOTAL		2,118,650	431,367	348,743	0	780,110	37	1,338,540	78,011

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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101218ACD44



AIA[®] Document G703[™] – 1992 Instructions

Continuation Sheet

GENERAL INFORMATION

Purpose and Related Documents. AIA Document G703[™], Continuation Sheet, is to be used in conjunction with AIA Document G702[™], Application and Certificate for Payment, or AIA Document G732[™], Application and Certificate for Payment, Construction Manager as Adviser Edition. These documents are designed for use on Projects where the Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Documents A201[™], General Conditions of the Contract for Construction, and A232[™], General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

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COMPLETING G703-1992

Heading. This information should be completed in a manner consistent with similar information on AIA Document G702, Application and Certificate for Payment, or G732[™], Application and Certificate for Payment, Construction Manager as Adviser Edition, whichever is applicable.

Columns A, B and C. These columns should be completed by identifying the various portions of the Project and their scheduled values consistent with the schedule of values submitted to the Architect at the commencement of the Project or as subsequently adjusted. The breakdown may be by sections of the Work or by Subcontractors and should remain consistent throughout the Project. Multiple pages should be used when required. Column C should be subtotaled at the bottom when more than one page is used and totaled on the last page. Initially, this total should equal the original Contract Sum. The total of column C may be adjusted by Change Orders during the Project.

Column D. Enter in this column the amount of completed Work covered by the previous application (columns D & E from the previous application). Values from column F (Materials Presently Stored) from the previous application should not be entered in this column.

Column E. Enter here the value of Work completed at the time of this application, including the value of materials incorporated in the project that were listed on the previous application under Materials Presently Stored (column F).

Column F. Enter here the value of Materials Presently Stored for which payment is sought. The total of the column must be recalculated at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Mere payment by the Owner for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from this column and incorporated into column E (Work Completed—This Period.)

Column G. Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.

Column H. Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).

Column I. This column is normally used only for contracts where variable retainage is permitted on a line-item basis. It need not be completed on projects where a constant retainage is withheld from the overall contract amount.

Change Orders. Although Change Orders could be incorporated by changing the schedule of values each time a Change Order is added to the Project, this is not normally done. Usually, Change Orders are listed separately, either on their own G703 form or at the end of the basic schedule. The amount of the original contract adjusted by Change Orders is to be entered in the appropriate location on the G702 or G732 form, whichever is applicable.

Construction Change Directives. Amounts not in dispute that have been included in Construction Change Directives should be incorporated into one or more Change Orders. Amounts remaining in dispute should be dealt with according to Section 7.3 of AIA Document A201 or Section 7.3 of AIA Document A232.

The following is an example of a Continuation Sheet for work in progress. Please note that dollar amounts shown below are for illustrative purposes only, and are not intended to reflect actual construction costs.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G - C)	I BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D - E)	THIS PERIOD					
1	MOBILIZATION	5,000	5,000	0	0	5,000	100	0	
2	STUMP REMOVAL	5,000	5,000	0	0	5,000	100	0	
3	EARTH WORK	15,000	10,000	5,000	0	15,000	100	0	
4	LOWER RETAINING WALL	10,000	0	5,000	0	5,000	50	5,000	
5	CURBS & MISC. CONC.	5,000	0	0	0	0	0	5,000	
6	PAVING, UPPER DRIVE	20,000	0	0	0	0	0	20,000	
7	PAVING, LOWER DRIVE	20,000	0	0	0	0	0	20,000	
8	PAVERS	20,000	0	0	10,000	10,000	50	10,000	
9	BRICK WORK	5,000	0	0	0	0	0	5,000	
10									
11	GRAND TOTAL	105,000	20,000	10,000	10,000	40,000		65,000	


Brandt Excavating, Inc
 385 E Hoover Street, Morris IL 60450

Thru 4/29/2022
 Date 5/6/2022
 Draw 3

Village of Beecher Lead Water Service Replacements

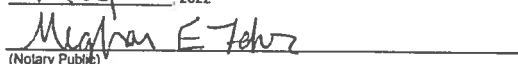
Item #	Item Description	Unit	QTY	Qty this Draw	Qty to Date	Unit Cost	Total
1	INLET FILTERS	EACH	10			\$ 125.00	\$ -
2	PARTIAL LEAD WATER SERVICE REPLACEMENT, 3/4"	EACH	5			\$ 4,000.00	\$ -
3	FULL LEAD WATER SERVICE REPLACEMENT, 3/4" SHORT)	EACH	5			\$ 4,000.00	\$ -
4	FULL LEAD WATER SERVICE REPLACEMENT, 3/4" LONG	EACH	5	3	3	\$ 4,000.00	\$ 12,000.00
5	PARTIAL LEAD WATER SERVICE REPLACEMENT, 1"	EACH	80	12	27	\$ 7,500.00	\$ 202,500.00
6	FULL LEAD WATER SERVICE REPLACEMENT, 1" (SHORT)	EACH	80	10	41	\$ 6,500.00	\$ 266,500.00
7	FULL LEAD WATER SERVICE REPLACEMENT 1" (LONG)	EACH	80	12	28	\$ 6,500.00	\$ 182,000.00
8	PARTIAL LEAD WATER SERVICE REPLACEMENT 1-1/2"	EACH	5			\$ 6,200.00	\$ -
9	FULL LEAD WATER SERVICE REPLACEMENT, 1-1/2" (SHORT)	EACH	5			\$ 6,200.00	\$ -
10	FULL LEAD WATER SERVICE REPLACEMENT 1-1/2" (LONG)	EACH	5			\$ 6,300.00	\$ -
11	PARTIAL LEAD WATER SERVICE REPLACEMENT 2"	EACH	5			\$ 6,800.00	\$ -
12	FULL LEAD WATER SERVICE REPLACEMENT 2" SHORT)	EACH	5			\$ 6,800.00	\$ -
13	FULL LEAD WATER SERVICE REPLACEMENT, 2" (LONG)	EACH	5			\$ 6,900.00	\$ -
14	SANITARY SEWER SERVICE ADJUSTMENT	EACH	5	3	3	\$ 700.00	\$ 2,100.00
15	EXPLORATORY EXCAVATION	EACH	35	8	19	\$ 200.00	\$ 3,800.00
16	NON-SPECIAL WASTE DISPOSAL	CU YD	30			\$ 90.00	\$ -
17	CORPORATION STOP TERMINATION	EACH	190	30	82	\$ 380.00	\$ 31,160.00
18	SERVICE LINE MATERIAL DETERMINATION EXCAVATION	EACH	275	27	181	\$ 400.00	\$ 72,400.00
19	3 MONTH WATER FILTERS	EACH	600	38	102	\$ 25.00	\$ 2,550.00
20	WATER PITCHERS WITH FILTERS	EACH	220	38	102	\$ 50.00	\$ 5,100.00
							\$ 780,110.00

Village of Beecher (Signature)

 (Signature)

Brandt Excavating, Inc (Signature)

Subscribed And Sworn To Before Me This 6th Day Of May, 2022


 (Notary Public)

Draw 3
 Total Original Contract Completed to Date = \$ 780,110.00
 Total Change Orders Completed to Date = \$ -
 Total Work Completed to Date = \$ 780,110.00
 Less Retainage at 10% = \$ (78,011.00)
 Total Previous Payments = \$ (388,230.00)
 Total Pay Request = \$ 313,869.00



SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER

State of Illinois Estimate No. 3

County of Grundy Date: May 6th, 2022

The affiant, Chad Brandt being first duly sworn, on oath deposes
(Name)

and says that he/she is President
(Position)

Brandt Excavating, Inc., 385 E Hoover Street, Morris, IL 60450 * 815.942.4488

(Firm Name, Address and Phone Number)

contract with Village of Beecher
Lead Water Service Replacements

(Kind of Work)

on the following described premises in said County, to-wit: Village of Beecher County of Will

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

1	2	3	4	5	6	7
Name and Address	Kind of Work	Adjusted Total Contract Incl. Extras and Credits	Total Retained Including this application	Net Previously Paid	Net Amount of this Payment	Balance To Become Due (Incl. Retention)
Brandt Excavating Inc.	GC	\$1,894,090.00		\$265,573.17	\$258,230.46	\$1,370,286.37
Underground Pipe & Valve	Pipe/Fittings	\$125,000.00		\$87,661.00	\$20,530.78	\$16,808.22
TMR Services, Inc	Trucking	\$25,000.00		\$1,523.75	\$13,911.23	\$9,565.02
LaFarge	Stone	\$2,000.00		\$937.08	\$164.53	\$898.39
United Meters, Inc	Plumbing/Services	\$50,000.00		\$22,345.00	\$15,010.00	\$12,645.00
Generator Technologies	Electrician	\$10,000.00		\$5,130.00	\$375.00	\$4,495.00
Superior Excavating	Chlorinating/Line Stops	\$5,060.00		\$5,060.00	\$0.00	\$0.00
Leeps Supply	Supplies	\$7,500.00		\$0.00	\$5,647.00	\$1,853.00
TOTAL		\$2,118,650.00	\$0.00	\$388,230.00	\$313,869.00	\$1,416,551.00

AMOUNT OF ORIGINAL CONTRACT	\$2,118,650.00	WORK COMPLETED TO DATE	\$780,110.00
EXTRAS TO CONTRACT	\$0.00	LESS 10% RETAINED	-\$78,011.00
TOTAL CONTRACT AND EXTRAS	\$2,118,650.00	Material Stored On-Site	\$0.00
CREDITS TO CONTRACT	\$0.00	NET AMOUNT EARNED	\$702,099.00
ADJUSTED TOTAL CONTRACT	\$2,118,650.00	NET PREVIOUSLY PAID	-\$388,230.00

NET AMOUNT OF THIS PAYMENT **\$313,869.00**

BALANCE TO BECOME DUE (Incl. Retention) \$

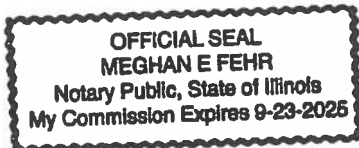
It is understood that the total amount paid to date plus the amount requested in this application shall not EXCEED .% of the cost of work completed to date.

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

Signed 

Chad Brandt, President
(Position)

Subscribed and sworn to before me this 6th day of May 2022




(Notary Public)

The above sworn statement should be obtained by the owner before each and every payment



STATE OF ILLINOIS

COUNTY OF

WAIVER OF LIEN TO DATE

Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Village of Beecher to furnish Lead Water and Water Meter Replacements for the premises known as Village of Beecher Various Locations of which Village of Beecher is the owner.

THE undersigned, for and in consideration of Three hundred thirteen thousand eight hundred sixty nine dollars & 00/100*** (\$ 313,869.00**) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 5-6-2022 COMPANY NAME Brandt Excavating, Inc ADDRESS 385 E Hoover Street, Morris IL 60450

SIGNATURE AND TITLE [Signature], President

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

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF Grundy

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, Chad Brand BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS President OF Brandt Excavating Inc. WHO IS THE CONTRACTOR FURNISHING Lead Water Services & Water Meter Replacements WORK LOCATED at Various Locations OWNED BY Village of Beecher

That the total amount of the contract including extras* is \$2,118,650.00 on which he or she has received payment of \$388,230.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Brandt Excavating Inc.	GC	\$1,894,090.00	\$265,573.17	\$258,230.46	\$1,370,286.37
Underground Pipe and Valve	Pipe/Fittings	\$125,000.00	\$87,661.00	\$20,530.76	\$16,808.22
TMR Services, Inc	Trucking	\$25,000.00	\$1,523.75	\$13,911.23	\$9,565.02
LaFarge	Stone	\$2,000.00	\$937.08	\$164.53	\$898.39
United Meters, Inc	Plumbing/Services	\$50,000.00	\$22,345.00	\$15,010.00	\$12,645.00
Generator Technologies	Electrician	\$10,000.00	\$5,130.00	\$375.00	\$4,495.00
Superior Excavating	Chlorinating	\$5,080.00	\$5,080.00	\$0.00	\$0.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		Cont to pg 2			

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

DATE 5-6-2022

SIGNATURE: [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME THIS 6th DAY OF May 2022

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

[Signature]
NOTARY PUBLIC





STATE OF ILLINOIS

COUNTY OF

WAIVER OF LIEN TO DATE

Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Village of Beecher to furnish Lead Water and Water Meter Replacements for the premises known as Village of Beecher Various Locations of which Village of Beecher is the owner.

THE undersigned, for and in consideration of Three hundred thirteen thousand eight hundred sixty nine dollars & 00/100*** (\$ 313,869.00**) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 5-6-2022 COMPANY NAME Brandt Excavating, Inc ADDRESS 385 E Hoover Street, Morris IL 60450

SIGNATURE AND TITLE 

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

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF Grundy

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, Chad Brand BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS President OF Brandt Excavating Inc. WHO IS THE CONTRACTOR FURNISHING Lead Water Services & Water Meter Replacements WORK LOCATED at Various Locations OWNED BY Village of Beecher

That the total amount of the contract including extras* is \$2,118,650.00 on which he or she has received payment of \$388,230.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Leeps Supply	Supplies	\$7,500.00	\$0.00	\$5,647.00	\$1,853.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		\$2,118,650.00	\$388,230.00	\$313,869.00	\$1,416,551.00

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

DATE 5-6-2022

SIGNATURE: 

SUBSCRIBED AND SWORN TO BEFORE ME THIS 6th DAY OF May 2022

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


NOTARY PUBLIC



Illinois Works Apprenticeship Initiative Periodic Report

IEPA LOAN PROGRAM VERSION

Organization Name	Brandt Excavating, Inc	FEIN Number	30-0061708	DUNS Number	081112603
Loan Awarding Agency	Village of Beecher	Project Start Date		Project End Date	
Loan Number		Estimated Total Project Costs	\$2,118,650.00	Estimated Total State Contribution	\$2,118,650.00

Applicable Apprenticeship Goal (Select all that apply):

10% total project cost 10% total state contribution only

Waiver Approved by IL DCEO IL DCEO Waiver Approval Date

(If a waiver was granted for any prevailing wage classification, the Applicant does not need to report on those classifications on this form.)

Reduction Approved by IL DCEO IL DCEO Reduction Approval Date

(If selected, enter the applicable prevailing wage classification(s) and approved reduced percentage(s).)

Prevailing Wage Classification	Reduced Percentage
Laborer	

Reporting Period:

Period Start Date Period End Date

Illinois Works Apprenticeship Initiative Periodic Report

Please provide information in this chart for the entire project if the apprenticeship goal applies to the entire project. Provide information for only the state contribution if the apprenticeship goal applies only to state appropriated capital funds.

Prevailing Wage Classification	Total Hours for Classification in Reporting Period	Total Apprenticeship Hours for Classification in Reporting Period	% of Apprenticeship Hours	Total Hours for Classification YTD	Total Apprenticeship Hours YTD	% of Apprenticeship Hours YTD
Laborer	663	124.5	18.8%	1919.5	231.5	12%
Operator	323.5	142.5	44%	814	156	36.7%



STATE OF ILLINOIS

COUNTY OF Grundy

WAIVER OF LIEN TO DATE

Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Brandt Excavating, Inc to furnish Electrical Services for the premises known as Beecher Lead Service Replacement of which Village of Beecher is the owner.

THE undersigned, for and in consideration of Five thousand, one hundred thirty dollars and 00/100*** (\$5,130.00***) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 03/22/2022 COMPANY NAME Generator Technologies

ADDRESS 1219 E Burville Rd Site 5, Crest IL 60417

SIGNATURE AND TITLE [Signature] President

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

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF Grundy

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) President OF (COMPANY NAME) Generator Technologies WHO IS THE CONTRACTOR FURNISHING Electrical services WORK ON THE BUILDING LOCATED AT Beecher Lead Service Replacement OWNED BY Village of Beecher

That the total amount of the contract including extras* is \$10,000.00** on which he or she has received payment of \$0.00** prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Generator Technologies.	Electrical Services	10,000.00	0.00	5,130.00	4,870.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		10,000.00	0.00	5,130.00	4,870.00

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

DATE 03.22.22

SIGNATURE: [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME THIS 22nd DAY OF March, 2022

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

[Signature]
NOTARY PUBLIC

09.27.22



STATE OF ILLINOIS

COUNTY OF Grundy

WAIVER OF LIEN TO DATE

Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Brandt Excavating, Inc to furnish Lead Water Services & Water Meter Replacements for the premises known as Village of Beecher Various Locations of which Village of Beecher is the owner.

THE undersigned, for and in consideration of Eight thousand eight hundred twenty five dollars and 00/100*** (\$8,825.00***) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 3-28-2022 COMPANY NAME United Meters, Inc
ADDRESS 798 Gore Road, Morris IL 60450

SIGNATURE AND TITLE Neil Ry President

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

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF Grundy

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Mike Rodosky BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) President OF
(COMPANY NAME) United Meters Inc. WHO IS THE
CONTRACTOR FURNISHING Plumbing services WORK ON THE BUILDING
LOCATED AT Village of Beecher Various Locations
OWNED BY Village of Beecher

That the total amount of the contract including extras* is \$50,000.00** on which he or she has received payment of \$13,520.00** prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
United Meters Inc.	Plumbing services	\$50,000.00	\$13,520.00	\$8,825.00	\$27,655.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		\$50,000.00	\$13,520.00	\$8,825.00	\$27,655.00

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

DATE 3/28/2022 SIGNATURE: Neil Ry

SUBSCRIBED AND SWORN TO BEFORE ME THIS 28th DAY OF March, 2022

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

Kaitlyn Snyder
NOTARY PUBLIC



MY COMMISSION EXPIRES 05/15/2024
NOTARY PUBLIC, STATE OF ILLINOIS
KATHY M SHADER
OFFICIAL SEAL

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS)

SS

COUNTY OF WILL)

To Whom It May Concern:

Whereas, the undersigned has been employed by Brandt Excavating Inc., 385 E. Hoover Street, Morris, Illinois to furnish water mains, storm & sanitary sewers, fire hydrants, and/or drainage materials for the project known as Village of Beecher - Lead Services, located in the Village of Beecher, County of Will, and State of Illinois of which Village of Beecher is the owner.

The undersigned for and in consideration of Twenty Five Thousand, Two Hundred Fifty Nine and No/100 (\$ 25,259.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do (es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date (March 14th, 2022) by the undersigned for the above described premises.

Date: March 21st, 2022

Company Name: Underground Pipe & Valve Co.
Address: 211 Amendodge Drive, Shorewood, IL

Signature and Title:

Debra L. Mazeika
Debra L. Mazeika, BBA
Credit & Collections Manager

SUBSCRIBED AND SWORN TO BEFORE ME THIS 21st DAY OF March, 2022.

Theresa M. Danno
Theresa M. Danno, Notary Public



WAIVER OF LIEN TO DATE

STATE OF ILLINOIS)
SS
COUNTY OF WILL)

To Whom It May Concern:

Whereas, the undersigned has been employed by Brandt Excavating Inc., 385 E. Hoover Street, Morris, Illinois to furnish water mains, storm & sanitary sewers, fire hydrants, and/or drainage materials for the project known as Village of Beecher – Lead Services, located in the Village of Beecher, County of Will, and State of Illinois of which Village of Beecher is the owner.

The undersigned for and in consideration of Seven Thousand, Seven Hundred Fifty Two and No/100 (\$ 7,752.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do (es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above described premises.

Date: March 29th, 2022

Company Name: Underground Pipe & Valve Co.
Address: 211 Amendodge Drive, Shorewood, IL

Signature and Title:


Debra L. Mazeika, BBA
Credit & Collections Manager

SUBSCRIBED AND SWORN TO BEFORE ME THIS 29th DAY OF March, 2022.


Theresa M. Danno, Notary Public





385 E. Hoover Street - Morris, IL 60450 - (815) 942-4488
Fax (815)942-4429 - brandtbuilders92@gmail.com

Brandt Excavating Inc is asking to be paid above and beyond \$400.00 for b-box determination digs. When the price was originally agreed upon it was meant solely for digging buffalo boxes located in grass. Once work commenced, buffalo boxes were found in areas that had asphalt, concrete or large diameter trees. In those areas, it required us to saw/cut, remove and dispose of hardscape; supply and compact trench backfill, replace hardscape and landscape adjacent ground. \$400.00 does not even come close to covering that. Because, this work was not included in the bid specs, there was nothing to go off of to determine what being priced. In most circumstances there are asphalt and concrete prices where this work would be paid from.

Payment is also being requested for the Vac Truck time that was required. There were many places on Indiana Ave where buffalo boxes were located between a paved ditch and a sidewalk. Those areas did not have enough room to dig in between. Others were immediately adjacent to large trees where digging would have most likely killed the trees. When the price of \$400.00 was given, there was not enough time to drive around and check a few hundred buffalo boxes for their location.

Sincerely,

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

Chad Brandt
President

Change Order No. 3

Date of Issuance: 6/15/22 Effective Date: 6/15/22

Project: Lead Water Service Replacements	Owner: Village of Beecher	Owner's Contract No.: 19-R0571.04
Contract:		Date of Contract: July 20th, 2021
Contractor: Brandt Excavating and Boring, Inc.		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: **Extras for unforeseen circumstances on job: Water main breaks as a result of the work, additional disturbance and restoration to find service lines to cap them, service line material determination excavations in hardscape or specialized excavations, unexpected utility repairs.**

Attachments: (List documents supporting change):

See extras T&M tickets attached

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 2,777,865

Original Contract Times: Working days Calendar days
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

~~[(Increase)]~~ [(Decrease)] from previously approved Change Orders No. N/A to No. 2:

\$ 659,215

[(Increase)] [(Decrease)] from previously approved Change Orders No. _____ to No. _____:
Substantial completion (days): _____
Ready for final payment (days): _____

Contract Price prior to this Change Order:

\$ 2,118,650

Contract Times prior to this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[(Increase)] ~~[(Decrease)]~~ of this Change Order:

\$ 40,358.44

[(Increase)] [(Decrease)] of this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contract Price incorporating this Change Order:

\$ 2,159,008.44

Contract Times with all approved Change Orders:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

RECOMMENDED:
By: Jonathan Thomas
Engineer (Authorized Signature)

ACCEPTED:
By: _____
Owner (Authorized Signature)

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)

Date: 6/15/22

Date: _____

Date: 6-15-2022

Approved by Funding Agency (if applicable): _____

Date: _____

Date	EWO #	Description	Amount
12/13/2021	3	540 Elliott	\$ 1,079.92
3/10/2022	4	631 Woodward	\$ 2,036.87
3- thru 3-10	5	Clay Storm Sewer	\$ 2,240.83
4/11/2022	6	Hardscape	\$ 2,842.32
4/12/2022	6	Hardscape	\$ 2,842.32
4/28/2022	6	Hardscape	\$ 2,392.00
4/29/2022	6	Hardscape	\$ 2,970.37
5/2/2022	6	Hardscape	\$ 4,402.45
5/5/2022	6	Hardscape	\$ 1,943.50
5/24/2022	6	Hardscape	\$ 2,691.00
5/31/2022	6	Hardscape	\$ 1,499.88
4/19/2022	7	412 Praire	\$ 2,130.39
4/20/2022	7	412 Praire	\$ 2,090.15
4/22/2022	7	412 Praire	\$ 375.29
4/27/2022	7	412 Praire	\$ 889.42
4/29/2022	7	412 Praire	\$ 1,840.37
5/11/2022	8	534 Indiana	\$ 2,025.89
5/17/2022	9	619 Indiana	\$ 1,065.47
5/31/2022	10	Seeding/Pavement	\$ 3,000.00
			\$ 40,358.44

DATE:12-13-2021

BRANDT EXCAVATING, INC.

JOB #

385 E. Hoover St. • Morris, IL 60450

CUSTOMER: Village of Beecher

(815) 942-4488

JOB NAME: Beecher Lead

Fax (815) 942-4429

EWO #3

LABOR	S.T.	O.T.	RATE	AMOUNT	QTY.	EQUIPMENT	HRS.	RATE	AMOUNT		
Operator	2		133.62	267	24	1	Service Truck	2	33.00	66	00
Laborer	2		114.67	229	34	1	Mini Excavator	2	94.00	188	00
Laborer	2		114.67	229	34	1	6-Wheeler	2	50.00	100	00
							Small Bore		100.00		
							Large Bore		130.00		
							Skidder		88.00		
							308		107.00		
							315		112.00		
							325		150.00		
							Roller		66.00		
							1 Ton Dump		33.00		
							Rubber Tire Loader		113.00		
							2" Gas Pump	Day	55.00		
							2" Electric Pump	Day	22.00		
							Generator	Day	66.00		
				Labor Total	\$725.92					Equipment Total	\$354.00

QTY.	MATERIAL	SOURCE	PRICE	UNIT	AMOUNT

Material Total				
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DESCRIPTION: Corporation stop broke when digging around main at 540 Elliot St. dug around, cleaned main and put repair clamp on.	LABOR	725.92
	EQUIPMENT	354.00
	MATERIAL	
	TOTAL	\$1,079.92

CUSTOMER SIGNATURE

DATE:3-10-2022

BRANDT EXCAVATING, INC.

JOB # Beecher Lead

385 E. Hoover St. • Morris, IL 60450

CUSTOMER: Village of Beecher

(815) 942-4488

JOB NAME: Watermain Repair

Fax (815) 942-4429

EWO #4

LABOR	S.T.	O.T.	RATE	AMOUNT	QTY.	EQUIPMENT	HRS.	RATE	AMOUNT	
Laborer	.25	2	114.67 s.t	317 65	1	Service Truck	2.5	33.00	82 50	
Laborer	.25	2	114.67 s.t	317 65	1	Mini Excavator	2.25	94.00	211 50	
Laborer	.25	2	114.67 s.t	317 65	1	6-Wheeler	2	50.00	100 00	
Laborer	.25	2	114.67 s.t	317 65		Sm. Bore		100.00		
Operator	.25	2	133.62 s.t	372 27		Lrg. Bore		130.00		
						Skidder		88.00		
						308		107.00		
						315		112.00		
						325		150.00		
						Roller		66.00		
						1 Ton Dump		33.00		
Labor Total				\$1642.87	Equipment Total				\$394.00	
QTY.	MATERIAL					SOURCE	PRICE	UNIT	AMOUNT	
Material Total										
DESCRIPTION: Repair watermain break at 631 Woodward. Watermain broke after Brandt backfilled.							LABOR		1642.87	
							EQUIPMENT		394.00	
							MATERIAL		-	
							TOTAL		\$2036.87	
CUSTOMER SIGNATURE										

DATE: 3-8 through 3-10 **BRANDT EXCAVATING, INC.**

JOB # Beecher Lead 385 E. Hoover St. • Morris, IL 60450

CUSTOMER: Village of Beecher **(815) 942-4488**

JOB NAME: Clay Storm Repair Fax (815) 942-4429

EWO #5

LABOR	S.T.	O.T.	RATE	AMOUNT		QTY.	EQUIPMENT	HRS.	RATE	AMOUNT	
Foreman	3		120.42 s.t	361	26	1	Service Truck	3.5	33.00	115	50
Laborer	4.5		114.67 s.t	516	02	1	Mini Excavator	4.5	94.00	423	00
Operator	4.5		133.62 s.t	601	29		6-Wheeler		50.00		
							Sm. Bore		100.00		
							Lrg. Bore		130.00		
							Skidder		88.00		
							308		107.00		
							315		112.00		
							325		150.00		
							Roller		66.00		
						1	1 Ton Dump	2	33.00	66	00
				Labor Total				Equipment Total		\$604.50	
QTY.	MATERIAL					SOURCE	PRICE		UNIT	AMOUNT	
6	Bags Concrete					Ace	14	95	Ea	89	70
3	Tons CA-7						23	00	Ton	69	00
				Material Total						\$158.00	
DESCRIPTION: Repair 16" clay storm sewer that was unmarked								LABOR		1478.33	
								EQUIPMENT		604.50	
								MATERIAL		158.00	
								TOTAL		\$2,240.83	
CUSTOMER SIGNATURE											

DATE:4-11-2022

JOB #

CUSTOMER: Village of Beecher

JOB NAME: Hardscape

BRANDT EXCAVATING, INC.

385 E. Hoover St. • Morris, IL 60450

(815) 942-4488

Fax (815) 942-4429

EWO #6

LABOR	S.T.	O.T.	RATE	AMOUNT	QTY.	EQUIPMENT	HRS.	RATE	AMOUNT
Operator	8		133.62	1,068	96	Service Truck		33.00	
Laborer	8		114.67	917	36	Mini Excavator		94.00	
						6-Wheeler		50.00	
						Small Bore		100.00	
						Large Bore		130.00	
						Skidder		88.00	
						308	8	107.00	856 00
						315		112.00	
						325		150.00	
						Roller		66.00	
						1 Ton Dump		33.00	
						Rubber Tire Loader		113.00	
						2" Gas Pump	Day	55.00	
						2" Electric Pump	Day	22.00	
						Generator	Day	66.00	
				Labor Total	\$1,986.32	Equipment Total			\$856.00

QTY.	MATERIAL	SOURCE	PRICE	UNIT	AMOUNT

Material Total

DESCRIPTION: Hardscape

LABOR 1,986.32

EQUIPMENT 856.00

MATERIAL

TOTAL \$2,842.32

CUSTOMER SIGNATURE

DATE:4-12-2022

BRANDT EXCAVATING, INC.

JOB #

385 E. Hoover St. • Morris, IL 60450

CUSTOMER: Village of Beecher

(815) 942-4488

JOB NAME: Hardscape

Fax (815) 942-4429

EWO #6

LABOR	S.T.	O.T.	RATE	AMOUNT	QTY.	EQUIPMENT	HRS.	RATE	AMOUNT
Operator	8		133.62	1,068	96	Service Truck		33.00	
Laborer	8		114.67	917	36	Mini Excavator		94.00	
						6-Wheeler		50.00	
						Small Bore		100.00	
						Large Bore		130.00	
						Skidder		88.00	
						308	8	107.00	856
						315		112.00	00
						325		150.00	
						Roller		66.00	
						1 Ton Dump		33.00	
						Rubber Tire Loader		113.00	
						2" Gas Pump	Day	55.00	
						2" Electric Pump	Day	22.00	
						Generator	Day	66.00	
Labor Total				\$1,986.32	Equipment Total				\$856.00

QTY.	MATERIAL	SOURCE	PRICE	UNIT	AMOUNT

Material Total						
DESCRIPTION: Hardscape					LABOR	1,986.32
					EQUIPMENT	856.00
					MATERIAL	
					TOTAL	\$2,842.32
CUSTOMER SIGNATURE						

DATE:4-28-2022

BRANDT EXCAVATING, INC.

JOB #

385 E. Hoover St. • Morris, IL 60450

CUSTOMER: Village of Beecher

(815) 942-4488

JOB NAME: Hardscape

Fax (815) 942-4429

EWO #6

LABOR	S.T.	O.T.	RATE	AMOUNT	QTY.	EQUIPMENT	HRS.	RATE	AMOUNT
Operator			133.62			Service Truck		33.00	
Laborer			114.67			Mini Excavator		94.00	
						6-Wheeler		50.00	
						Small Bore		100.00	
						Large Bore		130.00	
						Skidder		88.00	
						308		107.00	
						315		112.00	
						325		150.00	
						Roller		66.00	
						1 Ton Dump		33.00	
						Rubber Tire Loader		113.00	
						2" Gas Pump	Day	55.00	
						2" Electric Pump	Day	22.00	
						Generator	Day	66.00	

Labor Total

Equipment Total

QTY.	MATERIAL	SOURCE	PRICE	UNIT	AMOUNT
8	Vac Truck	Conley	299 00	HR	2392 00

Material Total

DESCRIPTION: Hardscape		
	LABOR	
	EQUIPMENT	
	MATERIAL	2392.00
	TOTAL	\$2,392.00
CUSTOMER SIGNATURE		

DATE:4-29-2022

BRANDT EXCAVATING, INC.

JOB #

385 E. Hoover St. • Morris, IL 60450

CUSTOMER: Village of Beecher

(815) 942-4488

JOB NAME: Hardscape

Fax (815) 942-4429

EWO #6

LABOR	S.T.	O.T.	RATE	AMOUNT		QTY.	EQUIPMENT	HRS.	RATE	AMOUNT	
Operator	3		133.62	400	86		Service Truck		33.00		
Laborer	3		114.67	344	01		Mini Excavator	3	94.00	282	00
							6-Wheeler		50.00		
							Small Bore		100.00		
							Large Bore		130.00		
							Skidder		88.00		
							308		107.00		
							315		112.00		
							325		150.00		
							Roller		66.00		
							1 Ton Dump		33.00		
							Rubber Tire Loader		113.00		
							2" Gas Pump	Day	55.00		
							2" Electric Pump	Day	22.00		
							Generator	Day	66.00		
				Labor Total			Equipment Total				\$282.00
QTY.	MATERIAL					SOURCE	PRICE	UNIT	AMOUNT		
6.5	Vac Truck					Conley	299 00	HR	1,943	50	
								Material Total			
DESCRIPTION: Hardscape								LABOR		744.87	
								EQUIPMENT		282.00	
								MATERIAL		1943.50	
								TOTAL		\$2,970.37	
CUSTOMER SIGNATURE											

DATE:5-2-2022

BRANDT EXCAVATING, INC.

JOB #

385 E. Hoover St. • Morris, IL 60450

CUSTOMER: Village of Beecher

(815) 942-4488

JOB NAME: Hardscape

Fax (815) 942-4429

EW0 #6

LABOR	S.T.	O.T.	RATE	AMOUNT	QTY.	EQUIPMENT	HRS.	RATE	AMOUNT
Operator	5		133.62	668	10	Service Truck		33.00	
Laborer	5		114.67	573	35	Mini Excavator	5	94.00	470
						6-Wheeler		50.00	
						Small Bore		100.00	
						Large Bore		130.00	
						Skidder		88.00	
						308		107.00	
						315		112.00	
						325		150.00	
						Roller		66.00	
						1 Ton Dump		33.00	
						Rubber Tire Loader		113.00	
						2" Gas Pump	Day	55.00	
						2" Electric Pump	Day	22.00	
						Generator	Day	66.00	
Labor Total				\$1,241.45	Equipment Total				\$470.00

QTY.	MATERIAL	SOURCE	PRICE	UNIT	AMOUNT
9	Vac Truck	Conley	299 00	HR	2691 00

Material Total

DESCRIPTION: Hardscape		
	LABOR	1,241.45
	EQUIPMENT	470.00
	MATERIAL	2691.00
	TOTAL	\$4,402.45
CUSTOMER SIGNATURE		

DATE:5-5-2022

JOB #

CUSTOMER: Village of Beecher

JOB NAME: Hardscape

BRANDT EXCAVATING, INC.

385 E. Hoover St. • Morris, IL 60450

(815) 942-4488

Fax (815) 942-4429

EWO #6

LABOR	S.T.	O.T.	RATE	AMOUNT	QTY.	EQUIPMENT	HRS.	RATE	AMOUNT	
Operator			133.62			Service Truck		33.00		
Laborer			114.67			Mini Excavator		94.00		
						6-Wheeler		50.00		
						Small Bore		100.00		
						Large Bore		130.00		
						Skidder		88.00		
						308		107.00		
						315		112.00		
						325		150.00		
						Roller		66.00		
						1 Ton Dump		33.00		
						Rubber Tire Loader		113.00		
						2" Gas Pump	Day	55.00		
						2" Electric Pump	Day	22.00		
						Generator	Day	66.00		
Labor Total					Equipment Total					
QTY.	MATERIAL				SOURCE	PRICE	UNIT	AMOUNT		
6.5	Vac Truck				Conley	299 00	HR	1943	50	
Material Total										
DESCRIPTION: Hardscape						LABOR				
						EQUIPMENT				
						MATERIAL				1943.50
						TOTAL				\$1,943.50
						CUSTOMER SIGNATURE				

DATE:5-24-2022

BRANDT EXCAVATING, INC.

JOB #

385 E. Hoover St. • Morris, IL 60450

CUSTOMER: Village of Beecher

(815) 942-4488

JOB NAME: Hardscape

Fax (815) 942-4429

EWO #6

LABOR	S.T.	O.T.	RATE	AMOUNT	QTY.	EQUIPMENT	HRS.	RATE	AMOUNT
						Service Truck		33.00	
						Mini Excavator		94.00	
						6-Wheeler		50.00	
						Small Bore		100.00	
						Large Bore		130.00	
						Skidder		88.00	
						308		107.00	
						315		112.00	
						325		150.00	
						Roller		66.00	
						1 Ton Dump		33.00	
						Rubber Tire Loader		113.00	
						2" Gas Pump	Day	55.00	
						2" Electric Pump	Day	22.00	
						Generator	Day	66.00	

Labor Total

Equipment Total

QTY.	MATERIAL.	SOURCE	PRICE	UNIT	AMOUNT
9	Vac Truck	Conley	299 00	HR	2691 00

Material Total

DESCRIPTION: Hardscape

LABOR

EQUIPMENT

MATERIAL

\$2691.00

TOTAL

\$2691.00

CUSTOMER SIGNATURE

DATE:5-31-2022

BRANDT EXCAVATING, INC.

JOB #

385 E. Hoover St. • Morris, IL 60450

CUSTOMER: Village of Beecher

(815) 942-4488

JOB NAME: Hardscape

Fax (815) 942-4429

EWO #6

LABOR	S.T.	O.T.	RATE	AMOUNT	QTY.	EQUIPMENT	HRS.	RATE	AMOUNT
Operator	3		133.62	400 86	1	Service Truck	3	33.00	99 00
Laborer	3		114.67	344 01	1	Mini Excavator	3	94.00	282 00
Laborer	3		114.67	344 01		6-Wheeler		50.00	
						Small Bore		100.00	
						Large Bore		130.00	
						Skidder		88.00	
						308		107.00	
						315		112.00	
						325		150.00	
						Roller		66.00	
						1 Ton Dump		33.00	
						Rubber Tire Loader		113.00	
						2" Gas Pump	Day	55.00	
						2" Electric Pump	Day	22.00	
						Generator	Day	66.00	
					1	Trailer	3	10.00	30 00

Labor Total \$1,088.88

Equipment Total \$411.00

QTY.	MATERIAL	SOURCE	PRICE	UNIT	AMOUNT

Material Total

DESCRIPTION: Hardscape

LABOR 1,088.88

EQUIPMENT 411.00

MATERIAL

TOTAL \$1,499.88

CUSTOMER SIGNATURE

DATE:4-19-22

BRANDT EXCAVATING, INC.

JOB #

385 E. Hoover St. • Morris, IL 60450

CUSTOMER: Village of Beecher

(815) 942-4488

JOB NAME: Beecher Lead

Fax (815) 942-4429

EWO #7

LABOR	S.T.	O.T.	RATE	AMOUNT	QTY	EQUIPMENT	HRS.	RATE	AMOUNT		
Operator	3		133.62	400	86	1	Service Truck	3	33.00	99	00
Laborer	3		114.67	344	01	1	Mini Excavator	3	94.00	282	00
Laborer	3		114.67	344	01	1	6-Wheeler	1.5	50.00	75	00
Plumber	1.5		149.50	224	25		Sm. Bore		100.00		
Foreman	3		120.42	361	26		Lrg. Bore		130.00		
							Skidder		88.00		
							308		107.00		
							315		112.00		
							325		150.00		
							Roller		66.00		
							1 Ton Dump		33.00		
							Rubber Tire Loader		113.00		
							2" Gas Pump	Day	22.00		
							2" Electric Pump	Day	22.00		
							Generator	Day	66.00		

Labor Total \$1,674.39

Equipment Total \$456.00

QTY.	MATERIAL	SOURCE	PRICE	UNIT	AMOUNT

Material Total

DESCRIPTION: 412 Prairie, Locate all the way to the main.

LABOR \$1,674.39

EQUIPMENT \$456.00

MATERIAL

TOTAL \$2,130.39

CUSTOMER SIGNATURE

DATE:4-20-2022

BRANDT EXCAVATING, INC.

JOB #

385 E. Hoover St. • Morris, IL 60450

CUSTOMER: Village of Beecher

(815) 942-4488

JOB NAME: Beecher Lead

Fax (815) 942-4429

EWO #7

LABOR	S.T.	O.T.	RATE	AMOUNT	QTY.	EQUIPMENT	HRS.	RATE	AMOUNT
Operator	4.5		133.62	601 29	1	Service Truck	4.5	33.00	148 50
Laborer	6		114.67	688 02	1	Mini Excavator	4.5	94.00	423 00
Laborer	2		114.67	229 34		6-Wheeler		50.00	
						Sm. Bore		100.00	
						Lrg. Bore		130.00	
						Skidder		88.00	
						308		107.00	
						315		112.00	
						325		150.00	
						Roller		66.00	
						1 Ton Dump		33.00	
						Rubber Tire Loader		113.00	
						2" Gas Pump	Day	22.00	
						2" Electric Pump	Day	22.00	
						Generator	Day	66.00	

Labor Total \$1,518.65

Equipment Total \$571.50

QTY.	MATERIAL	SOURCE	PRICE	UNIT	AMOUNT

Material Total

DESCRIPTION: 412 Prairie, Locate all the way to the main.

LABOR	\$1,518.65
EQUIPMENT	\$571.50
MATERIAL	
TOTAL	\$2,090.15

CUSTOMER SIGNATURE

DATE:4-22-2022

BRANDT EXCAVATING, INC.

JOB #

385 E. Hoover St. • Morris, IL 60450

CUSTOMER: Village of Beecher

(815) 942-4488

JOB NAME: Beecher Lead

Fax (815) 942-4429

EWO #7

LABOR	S.T.	O.T.	RATE	AMOUNT		QTY.	EQUIPMENT	HRS.	RATE	AMOUNT	
Operator	1		133.62	133	62	1	Service Truck	1	33.00	33	00
Laborer	1		114.67	114	67	1	Mini Excavator	1	94.00	94	00
							6-Wheeler		50.00		
							Sm. Bore		100.00		
							Lrg. Bore		130.00		
							Skidder		88.00		
							308		107.00		
							315		112.00		
							325		150.00		
							Roller		66.00		
							1 Ton Dump		33.00		
							Rubber Tire Loader		113.00		
							2" Gas Pump	Day	22.00		
							2" Electric Pump	Day	22.00		
							Generator	Day	66.00		

Labor Total	\$248.29	Equipment Total	\$127.00
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QTY.	MATERIAL	SOURCE	PRICE	UNIT	AMOUNT

Material Total	
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DESCRIPTION: 412 Prairie, Locate all the way to the main.	LABOR	\$248.29
	EQUIPMENT	\$127.00
	MATERIAL	
	TOTAL	\$375.29

CUSTOMER SIGNATURE

DATE:4-27-2022

BRANDT EXCAVATING, INC.

JOB #

385 E. Hoover St. • Morris, IL 60450

CUSTOMER: Village of Beecher

(815) 942-4488

JOB NAME: Beecher Lead

Fax (815) 942-4429

EWO #7

LABOR	S.T.	O.T.	RATE	AMOUNT	QTY.	EQUIPMENT	HRS.	RATE	AMOUNT
Operator	2		133.62	267 24	1	Service Truck	2	33.00	66 00
Laborer	2		114.67	229 34		Mini Excavator		94.00	
Foreman	2		120.42	240 84		6-Wheeler		50.00	
						Sm. Bore		100.00	
						Lrg. Bore		130.00	
						Skidder		88.00	
						308		107.00	
						315		112.00	
						325		150.00	
						Roller		66.00	
					1	1 Ton Dump	2	33.00	66 00
						Rubber Tire Loader		113.00	
						2" Gas Pump	Day	22.00	
						2" Electric Pump	Day	22.00	
						Generator	Day	66.00	
					1	Trailer	2	10.00	20 00

Labor Total \$737.42

Equipment Total \$152.00

QTY.	MATERIAL	SOURCE	PRICE	UNIT	AMOUNT

Material Total

DESCRIPTION: 412 Prairie, Locate all the way to the main.

LABOR \$737.42

EQUIPMENT \$152.00

MATERIAL

TOTAL \$889.42

CUSTOMER SIGNATURE

DATE:4-29-2022

BRANDT EXCAVATING, INC.

JOB #

385 E. Hoover St. • Morris, IL 60450

CUSTOMER: Village of Beecher

(815) 942-4488

JOB NAME: Beecher Lead

Fax (815) 942-4429

EWO #8

LABOR	S.T.	O.T.	RATE	AMOUNT		QTY.	EQUIPMENT	HRS	RATE	AMOUNT		
Operator	3		133.62	400	86	1	Service Truck	3	33.00	66	00	
Laborer	3		114.67	344	01		Mini Excavator	3	94.00	282	00	
							6-Wheeler		50.00			
							Sm. Bore		100.00			
							Lrg. Bore		130.00			
							Skidder		88.00			
							308		107.00			
							315		112.00			
							325		150.00			
							Roller		66.00			
							1 Ton Dump		33.00			
							Rubber Tire Loader		113.00			
							2" Gas Pump	Da y	22.00			
							2" Electric Pump		22.00			
							Generator		66.00			
							Trailer		10.00			
				Labor Total						\$744.87		
							Equipment Total			\$348.00		

QTY.	MATERIAL	SOURCE	PRICE	UNIT	AMOUNT
2.5	Vac Truck	Conley	299 00	HR	747 50

Material Total

DESCRIPTION: 412 Prairie, Locate all the way to the main.

LABOR \$744.87

EQUIPMENT \$348.00

MATERIAL \$747.50

TOTAL \$1,840.37

CUSTOMER SIGNATURE

DATE:5-11-2022

BRANDT EXCAVATING, INC.

JOB #

385 E. Hoover St. • Morris, IL 60450

CUSTOMER: Village of Beecher

(815) 942-4488

JOB NAME: Beecher Lead

Fax (815) 942-4429

EWO #8

LABOR	S.T.	O.T.	RATE	AMOUNT	QTY.	EQUIPMENT	HRS	RATE	AMOUNT		
Operator	3		133.62	400	86	1	Service Truck	3	33.00	99	00
Laborer	3		114.67	344	01	1	Mini Excavator	3	94.00	282	00
Laborer	3		114.67	344	01		6-Wheeler		50.00		
Laborer	3		114.67	344	01		Small Bore		100.00		
							Large Bore		130.00		
							Skidder		88.00		
							308		107.00		
							315		112.00		
							325		150.00		
							Roller		66.00		
						1	1 Ton Dump	3	33.00	99	00
						1	Rubber Tire Loader	1	113.00	113	00
							2" Gas Pump	Day	55.00		
							2" Electric Pump	Day	22.00		
							Generator	Day	66.00		
			Labor Total	\$1,432.89				Equipment Total	\$593.00		

QTY.	MATERIAL	SOURCE	PRICE	UNIT	AMOUNT

Material Total

DESCRIPTION: 534 Indiana Septic tank. Bored through unknown old septic tank. Tank was crushed and filled with sand.

LABOR	1,432.89
EQUIPMENT	593.00
MATERIAL	
TOTAL	\$2,025.89

CUSTOMER SIGNATURE

DATE:5-17-2022

BRANDT EXCAVATING, INC.

JOB #

385 E. Hoover St. • Morris, IL 60450

CUSTOMER: Village of Beecher

(815) 942-4488

JOB NAME: Beecher Lead

Fax (815) 942-4429

EWO #9

LABOR	S.T.	O.T.	RATE	AMOUNT		QTY.	EQUIPMENT	HRS	RATE	AMOUNT	
Operator	1.5		133.62	200	43	1	Service Truck	1.5	33.00	33	00
Laborer	1.5		114.67	172	01	1	Mini Excavator	1.5	94.00	94	00
Laborer	1.5		114.67	172	01	1	6-Wheeler	1.5	50.00	50	00
Laborer	1.5		114.67	172	01		Small Bore		100.00		
Laborer	1.5		114.67	172	01		Large Bore		130.00		
							Skidder		88.00		
							308		107.00		
							315		112.00		
							325		150.00		
							Roller		66.00		
							1 Ton Dump		33.00		
							Rubber Tire Loader		113.00		
							2" Gas Pump	Day	55.00		
							2" Electric Pump	Day	22.00		
							Generator	Day	66.00		
				Labor Total							\$888.47
							Equipment Total				\$177.00

QTY.	MATERIAL	SOURCE	PRICE	UNIT	AMOUNT

Material Total						
DESCRIPTION: Hole in Main blew from old rock on main. 8" main blew in front of 619 Indiana. CUSTOMER SIGNATURE _____					LABOR	888.47
					EQUIPMENT	177.00
					MATERIAL	
					TOTAL	\$1,065.47

DATE:5-31-2022

BRANDT EXCAVATING, INC.

JOB #

385 E. Hoover St. • Morris, IL 60450

CUSTOMER: Village of Beecher

(815) 942-4488

JOB NAME: Beecher Lead

Fax (815) 942-4429

EWO #10

LABOR	S.T.	O.T.	RATE	AMOUNT	QTY.	EQUIPMENT	HRS	RATE	AMOUNT
						Service Truck		33.00	
						Mini Excavator		94.00	
						6-Wheeler		50.00	
						Small Bore		100.00	
						Large Bore		130.00	
						Skidder		88.00	
						308		107.00	
						315		112.00	
						325		150.00	
						Roller		66.00	
						1 Ton Dump		33.00	
						Rubber Tire Loader		113.00	
						2" Gas Pump	Day	55.00	
						2" Electric Pump	Day	22.00	
						Generator	Day	66.00	

Labor Total

\$

Equipment Total

QTY.	MATERIAL	SOURCE	PRICE	UNIT	AMOUNT
1	Seeding		500 00		500 00
1	Pavement		2500 00		2500 00

Material Total

DESCRIPTION:

LABOR

EQUIPMENT

MATERIAL

3,000.00

TOTAL

\$3,000.00

CUSTOMER SIGNATURE

VILLAGE OF BEECHER
BUILDING AND SITE IMPROVEMENT GRANT PROGRAM
AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 200 __, between the Village of Beecher, Illinois (hereinafter the “Village”) and the following designated OWNER/LESSEE, to wit:

Owner’s/Lessee’s Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Name of Business: _____

Project Address(es): _____

WITNESSETH

Whereas, the Village has established a Building & Site Improvement Grant Program (hereinafter the “Program”) within designated commercial and industrial areas of the VILLAGE.

Whereas, the Program is administered by the Village and is funded from the General Fund for purposes of helping to control and prevent blight, dilapidation, and deterioration of areas within the Village.

Whereas, pursuant to the Program, the VILLAGE has agreed to participate, subject to its sole discretion, in sharing the cost of Building & Site Improvements to commercial and industrial establishments within the Village for one-half (½) of the approved contract cost for such improvements up to a Village maximum contribution of two thousand dollars (\$2,000.00).

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the Village and OWNER/LESSEE do hereby agree as follows:

SECTION 1: COST SHARING - The VILLAGE shall share in the Building and Site Improvement Cost for the OWNER's/LESSEE's property in the amount of one-half (1/2) of the construction costs with the Village reimbursement amount not exceeding two thousand dollars (\$2,000.00). **The actual amount per this agreement shall not exceed \$ _____ for construction.**

The Building and Site Improvement costs which are eligible for Village participation includes all labor, materials, equipment and other contract items necessary for the proper completion of the work as designated in the design drawings approved by the Village. The design drawings and specifications are attached hereto as Exhibit IV.

SECTION 2: DESIGN APPROVAL - No building and site improvement work shall be undertaken until the design has been submitted to and approved by the Village. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within one hundred eighty (180) days from the date of such approval.

SECTION 3: REVIEW OF PROJECT - The Economic Development Director shall periodically review the progress of the contractor's work on the Building and Site Improvements pursuant to this Agreement. Such inspections shall not replace any required permit inspection by Village Inspectors. All work which is not in conformance with the approved drawings and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved drawings, specifications, and terms of this Agreement.

SECTION 4: DOCUMENTATION REQUIREMENTS - Upon completion of the Building and Site Improvements and upon its final inspection and approval by the Building Inspector, the OWNER/LESSEE shall submit to the Village a properly executed and notarized contractor statement

showing the full cost of the project as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment for the project.

In addition, the OWNER/LESSEE shall submit to the Village proof of payment of the contract cost pursuant to the contractor's sworn statements. The Village shall, within thirty (30) days of receipt of the contractor's sworn statement and proof of OWNER/LESSEE payment, issue a check to the OWNER/LESSEE in payment of: one-half (1/2) of the approved cost up to, but not to exceed, two thousand dollars (\$2,000.00) after approval at a public meeting by the Corporate Authorities. In no case shall the amount paid to the OWNER/LESSEE exceed the amount specified in this Agreement. At the time of reimbursement and throughout the term of this Agreement, the land use and signage under the control of the OWNER/LESSEE shall be in conformance with Village zoning and sign code provisions.

SECTION 5: FAILURE TO COMPLETE WORK - If the OWNER/LESSEE, or contractor, fail to complete the Building and Site Improvements provided for herein in conformity with the plans, specifications and all terms of this Agreement, the Agreement shall terminate and the financial obligation on the part of the VILLAGE shall cease and become null and void.

SECTION 6: ELIGIBLE IMPROVEMENT WORK - Installation, repair and replacement of exit doors and hardware; repair, replacement or addition of exterior shutters and awnings/canopies (no permanent signage allowed on awnings or canopies); repair, replacement or purchase of signs when done as part of an overall building and site improvement grant; repair and replacement or installation of exterior stairs, porches, railings and exit facilities; repair and rebuilding of exterior walls, including cleaning, sealing, tuck pointing and painting; repair of window frames, sills, glazing, replacement of glass and installation of new windows; asphalt paving for existing gravel parking lots (does not apply to new development parking lots, repaving or resurfacing of parking lots or expansion

of existing parking lots); replacement of retaining walls, and replacement of existing sidewalks.

SECTION 7: MAINTENANCE OF IMPROVEMENT - Upon completion of the building and site improvement work pursuant to this Agreement and for a period of three (3) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such building and site improvement in its finished form and without change or alteration thereto, as provided in this Agreement, and for the period of three (3) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change or remove such improvement or the approved design thereof, nor shall OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvement provided for in this Agreement unless such changes are first submitted to the Economic Development Director, and any additional review body or commission for approval; which approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the building and site improvements as specified in the drawings and plans approved pursuant to this Agreement.

SECTION 8: UNRELATED IMPROVEMENTS - Nothing herein is intended to limit, restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises which is unrelated to the building and site improvement provided for in this Agreement.

SECTION 9: AGREEMENT APPLICABLE TO FUTURE OWNERS - This Agreement shall be binding upon the Village and upon the OWNER/LESSEE, and its successors, to said property for a period of three (3) years from and after the date of completion and approval of the facade improvement provided for herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of this Agreement.

SECTION 10: MAXIMUM GRANT AWARDS - Nothing in this Agreement shall prohibit a business or property owner from applying for more than one Grant. However, a two thousand

dollars (\$2,000.00) total limitation shall apply to all Building and Site Grants made to a single building and/or lot within any three (3) year period. For the purpose of calculating the three (3) year period, the date of the last Village payment shall be considered the start of the three (3) year period. No grant may be utilized for the same or similar building contract work, within a ten (10) year period of the last Village Grant payment.

SECTION 11: VILLAGE INDEMNIFICATION REGARDING CONSTRUCTION

The OWENR/LESSEE of the subject property agree to defend and hold harmless the Village from any and all claims which may arise out of said owners' construction activities under this Agreement.

SECTION 12: GENERAL INDEMNIFICATION - In the event that, as a result of this Agreement, or actions taken as required hereunder, the Village is made a party defendant in any litigation arising by reason of this Agreement, and development activities contemplated hereunder, the OWNER/LESSEE agree to defend and hold harmless and indemnify the Village, the mayor, trustees, officers and agents thereof, individually and collectively, from any suits and from any claims, demands, setoff or other action including but not limited to judgments arising therefrom. The obligation of the owners hereunder shall include and extend to payment of reasonable attorneys' fees for the representation of the Village, and its officers and agents, in such litigation and includes expenses, court costs and fees; it being understood that the OWNER/LESSEE shall have the right to employ attorney(s) to represent the Village, and its officers and agents, in such litigation, subject to the approval of the Corporate Authorities of the Village, which approval shall not be unreasonably withheld. The OWNER/LESSEE shall have the right to appeal to courts of appellate jurisdiction any judgment taken against the Village, or its officers and agents, in this respect, and the Village may join in any such appeal.

SECTION 13: PERFORMANCE OF AGREEMENT - It is agreed that the parties hereto

may in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, which shall include the right of the parties to recover a judgment for monetary damages against each other, provided, however, that the OWNER/LESSEE shall not have a right to recover a judgment for monetary damages against any elected or appointed officials of the Village for any breach of any of the terms of this Agreement.

SECTION 14: EXHIBITS - It is agreed that Exhibits I through VII shall be considered part of this Agreement.

SECTION 15: NO GUARANTEE OF FUNDS - The filing of an application for Building and Site Improvement Grant in no way is a guarantee of funding by the Village. Further, there is a limited amount of money budgeted for Building and Site Improvement Grants, and said Grants will be administered based upon the date of application filing.

SECTION 16: PUBLIC ACTION – This Agreement has been approved by the Corporate Authorities of the Village of Beecher, Will County, Illinois, at a public meeting on the ____ day of _____, 200__, whereby the Village President and Village Clerk were authorized to execute and attest, respectively, this Agreement.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement on the date first written hereinabove.

OWNERS/LESSEE

VILLAGE OF BEECHER

Program Participant

Village President

Date: _____

Date: _____

ATTEST: _____

Village Clerk

Property Owner

Date: _____

Date: _____

EXHIBITS

- EXHIBIT I** **PROOF OF OWNERSHIP IN FORM OF DEED OR TITLE
INSURANCE POLICY (TAX BILL IS NOT ACCEPTABLE).**
- EXHIBIT II** **IF LEASING THE PROPERTY, AN EXECUTED LEASE IS
REQUIRED. ALSO A COPY OF PROOF OF OWNERSHIP FROM THE
BUILDING OWNER IN THE FORM OF A DEED OR TITLE
INSURANCE POLICY.**
- EXHIBIT III** **COPY OF APPLICATION**
- EXHIBIT IV** **RENOVATION PLANS**
- EXHIBIT V** **CONTRACTOR'S AGREEMENT**
- EXHIBIT VI** **ARCHITECT'S AGREEMENT**
- EXHIBIT VII** **SAMPLE LIEN SIGNED AND NOTARIZED**

Applicant Name: _____
File Number: _____

**VILLAGE OF BEECHER
BUILDING & SITE IMPROVEMENT
GRANT PROGRAM**

APPLICATION

Project Address (es): _____
Building Owner: _____ Year _____
Purchased: _____
Store/Company Name: _____
Name of Tenant: _____ Lease Expiration _____
Date: _____

Applicant Name: _____

Applicant Business Address: _____ Applicant Business Phone: _____ Home Phone: _____ Applicant(s): Building Owner: _____ Tenant: _____

Number of Store Fronts: _____
Total Anticipated Budget: \$ _____
Total Anticipated Grant Request: \$ _____

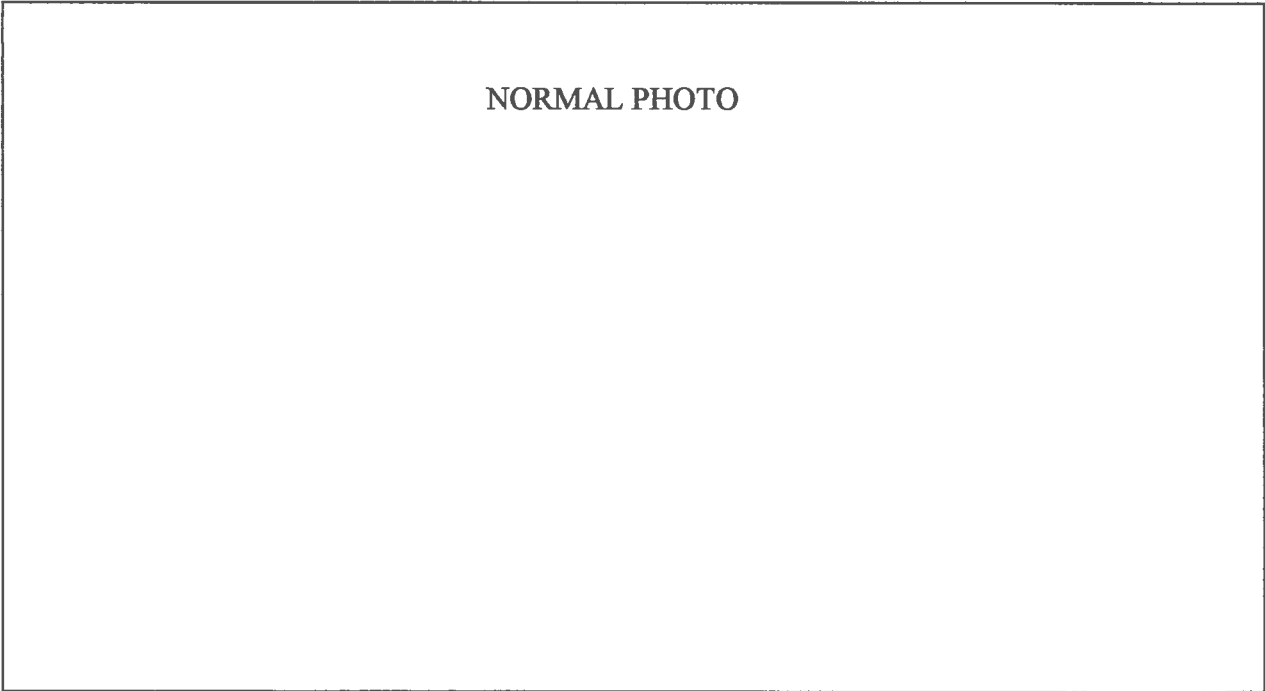
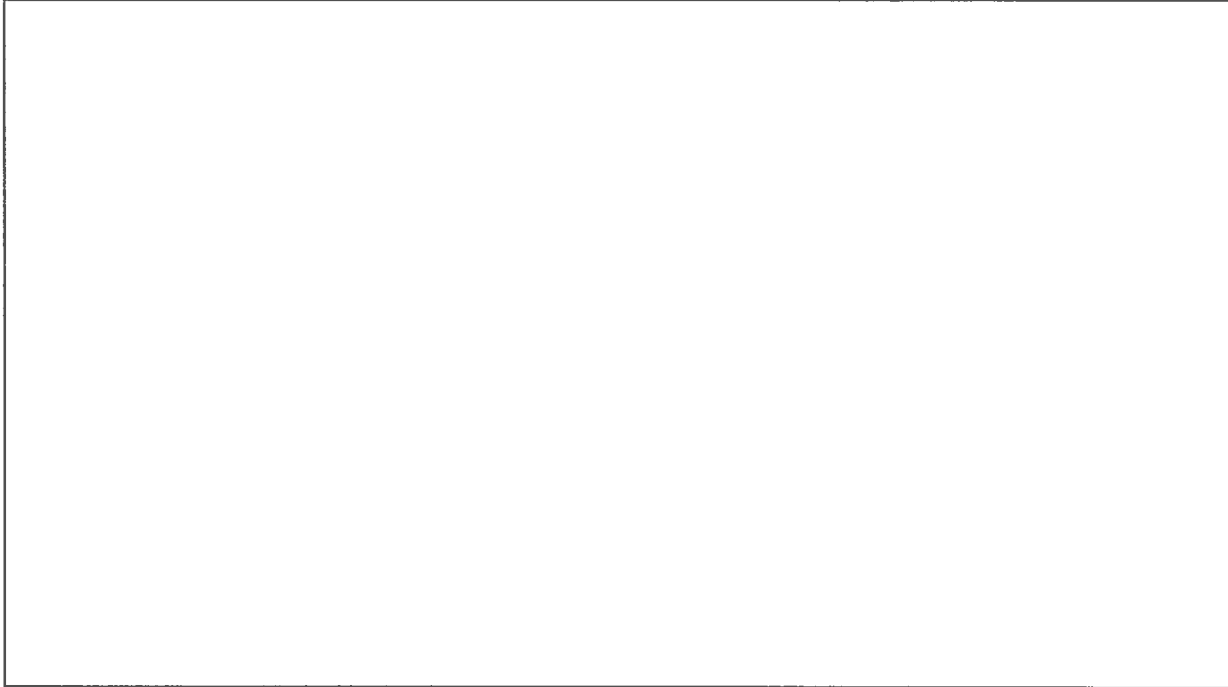
Description of Proposed Improvements:*

* Attach elevations of proposed improvements (if available)

Applicant Name: _____

File Number: _____

PICTURE OF STORE FRONT:



NORMAL PHOTO

Applicant Name: _____
File Number: _____

BUDGET
(anticipated)

ACTIVITY	ESTIMATED COST

Total Anticipated Grant Request: \$ _____

Contractor for the Project:

Name: _____
Address: _____
Phone: _____

Application will be reviewed by the Economic Development Director.

Applicant Name: _____
File Number: _____

I, _____, hereby make application to the Village of Beecher for a Building & Site Improvement Grant Program in the anticipated amount of \$ _____. I understand that my application must be approved by the Village and that it must conform to established design guidelines, as well as, specific design recommendations of the Village of Beecher. I have read a copy of the Building & Site Improvement Grant Program Agreement and lien provisions. If approved, I understand that all work performed is subject to development, building, permit, and agreement provisions.

Applicant Signature

Date

Building Owner

Date

Please return the completed application to:

Economic Development Director
Village of Beecher
P.O. Box 1154
Beecher, IL 60401

If you need assistance with the application and/or have general inquiries, please contact the Economic Development Director at 708-946-2261, or cell: 708-308-5007.

STATE OF ILLINOIS }
 }
COUNTY OF WILL } SS:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that _____ is known to me to be
the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before
me this day in person, and acknowledged that he/she/they signed, sealed, and delivered the said
instrument as a free and voluntary act for the uses and purposes therein set forth.

Notary Public

This instrument was prepared by:
VILLAGE OF BEECHER
724 Penfield Street, P.O. Box 1154
Beecher, IL 60401
(708) 946-2261