

## MEMORANDUM

TO: Village President and Board of Trustees

FROM: Robert O. Barber, Village Administrator



DATE: Friday, October 21, 2022

RE: VILLAGE ADMINISTRATOR MATERIALS FOR VILLAGE BOARD MEETING

BOARD MEETING DATE: *Monday, October 24, 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 MEETING***

### ***IV. VILLAGE CLERK REPORT***

### ***V. RECOGNITION OF AUDIENCE***

### ***VI. REPORT OF THE VILLAGE PRESIDENT***

#### **1. RESULTS OF RIBBON CUTTING AND GRAND RE-OPENING OF PREMIER FITNESS**

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

1. PRESENTATION OF AUDIT: JENNIFER DOSS OF GORSKRETZ, ABRAHAM, ESHLEMAN AND GERRESKE, LLC. This is provided under separate cover.

2. CONSIDER A MOTION ACCEPTING THE AUDIT FOR THE YEAR ENDED APRIL 30, 2022.

3. CONSIDER AUTHORIZING THE VILLAGE PRESIDENT TO SIGN A SETTLEMENT AGREEMENT WITH COMMONWEALTH EDISON REGARDING UNDERPAYMENT OF UTILITY TAXES. This class action suit was filed in 2019 after a comprehensive research study in 2018 resulted in the discovery of \$5,965.00 in taxes collected and owed by Comm Ed to the

Village. After AZAVAR and the attorneys get their cuts we will receive about \$2,800 of the settlement. This was a lot of work for chasing a small amount of funding but this brings to a close all of the funds owed to AZAVAR by the end of this year. The Village Attorney has approved the agreement. It is recommended the agreement be approved.

4. CONSIDER A RESOLUTION AUTHORIZING THE VILLAGE TREASURER IN CERTAIN CIRCUMSTANCES TO PAY VENDOR INVOICES PRIOR TO APPROVAL OF THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES. This is a resolution authorizing the payment of certain bills to avoid interest charges when they occur or if a meeting of the Village Board is cancelled resulting in bills not being paid in violation of the Prompt Payment Act and/or causing interest to accrue against the Village. This is not a regular occurrence and is already allowed by law but the resolution provides village Board support of these actions.

5. JOB CLASSIFICATIONS FOR VILLAGE EMPLOYEES have been updated and will require a resolution of the Village Board to adopt. They have already been vetted by our labor attorney. We will be asking for approval at the next meeting so please review and if you have any suggested changes please let us know. The importance of these classifications are not for specific duties but for workers compensation claims to protect both the employee and the Village when injuries or disabilities occur as a result of work. These are provided under separate cover.

6. COMPREHENSIVE UPDATE OF THE VILLAGE PERSONNEL MANUAL SENT TO LABOR ATTORNEY FOR REVIEW AND COMMENT. This is another major project we have been working on trying to get all of our policies and procedures updated with new state and federal laws. Once the attorney completes his review we will share the documents with you along with his comments. We hope to have this project completed by the end of the year so we can move on to the financial part of our work for the Winter. After Board approval we will provide to our three labor groups. This manual covers all aspects of our personnel rules outside of a collective bargaining agreement.

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

1. STATUS OF THE SALE OF 652 PENFIELD. Legal counsel has been retained and the title work has been ordered.

2. STATUS OF ASPHALT WORK IN FIREMEN'S PARK

3. STATUS OF WILL COUNTY ARPA GRANT FOR HVAC WORK IN FOOD STAND

4. TRACTOR IN FIREMEN'S PARK BREAKS DOWN FOR THE THIRD TIME IN 2 YEARS. The Chair and the Supt. will have a report on this at the meeting.

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

1. CONSIDER A REQUEST FOR A TWO STORY GARAGE IN AN R-1 DISTRICT – ANDERSON PROPERTY AT 11 E. CHURCH ROAD. When this building permit application came in we assumed it was in an Residential Estate District but a check of the map shows that this 20 acre farm is actually zoned R-1 since it was proposed for a subdivision at one time. The farm is a legal non-conforming use. This requires the Village Board to grant permission for the two story garage. The petitioner, Ron and Jamie Anderson, are moving on to the property and the loft area of the garage will be used for an art gallery and for drum practice. The petitioners will be at the meeting to answer any questions. There will be electric in the building and the property is on septic. Staff has no issue with the use because of its location. There was a house trailer on this very spot for the new garage that was used as a separate living quarters but this trailer has been removed.

2. MEETING OF THE PLANNING AND ZONING COMMISSION scheduled for Thursday, October 27<sup>th</sup> has been cancelled due to a lack of agenda items. The next meeting is scheduled for Thursday, December 1<sup>st</sup> at 7pm due to the Thanksgiving Holiday but only if a petition is received.

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

1. POLICE CHIEF RECEIVES A REQUEST FOR A 4-WAY STOP AT HUNTERS AND WINDSCAPE. The Chief will make a report to the Public Safety which will then make a recommendation to the Village Board. A motion of the Board is required for the installation of a stop sign on a Village street. This will be considered at one of the November meetings.

2. RESULTS OF POLICE STATION OPEN HOUSE ON FRIDAY, OCTOBER 14<sup>TH</sup> will be provided by the Chief.

3. HALOWEEN TRICK OR TREAT HOURS 4-7 PM ON MONDAY, OCTOBER 31<sup>ST</sup>. This event is only one week away.

4. UPDATE ON NEW POLICE COMMISSION ORDINANCE. The Village Attorney has been codifying this ordinance into the municipal code and once that process is complete it will be presented to the Village Board for review and discussion prior to consideration for adoption. There have been some comments regarding the qualifications for officer candidates and we will address those once we have an ordinance to review.

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

1. SEWER DEPARTMENT MONTHLY REPORTS FOR AUGUST AND SEPTEMBER are enclosed for your review. Somehow they missed previous packets.

2. GOULD STREET WATERMAIN UPDATE. We are in the final round of restorations and it has been difficult for the contractors to satisfy the concerns of some of the residents in the 700

block of Gould Street. We are working toward a solution since this block was affected by both lead line replacement and new watermain services to the b-box. The timing of these projects caused the disturbance of the same area on several occasions. This has led to some finger pointing and at the end of the day public works will probably have to come to the rescue with some black dirt and seed just like we had to do on Dunbar a few years back.

3. CURB, SIDEWALK AND ASPHALT REPLACEMENT UPDATE to be provided by the Supt.
4. LEAF COLLECTION UPDATE to be provided by the Supt.
5. UPDATE ON SALT BID FOR COMING WINTER SEASON to be provided by the Supt.
6. PENFIELD STP PROJECT UPDATE. Very soon we will be billed \$88,800 per month by IDOT for one year as our local match for the project. We have about \$700,000 available in MFT which will give us seven months of payments before we have to borrow funds for the remainder and staff is going to wait to borrow these funds until after our bond rating by Standard and Poors occurs this Winter.

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

1. NEWSLETTER UPDATE to be provided by the Clerk at the meeting. We anticipate it being mailed before the meeting.
2. NEXT HOLIDAY TREE LIGHTING PLANNING MEETING scheduled for Tuesday, November 1<sup>st</sup> at 6pm at the Village Hall.
3. REFERENDUM UPDATE. With the mailing of the newsletter this completes the Village's information phase of the referendum, unless there are any more ideas on what to do prior to November 8<sup>th</sup>.

***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  
OCTOBER 11, 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 McCawley, Administrator Robert Barber, Public Works Superintendent Matt Conner, Treasurer Donna Rooney, Chief Terry Lemming and Code Enforcement Officer David Harrison.

**GUESTS:** None.

President Meyer asked for consideration of the minutes of the September 12, 2022 regular Board meeting. Trustee Juzeszyn made a motion to approve the minutes as amended, due to a duplicated section in the minutes provided to the Board. Trustee Tieri seconded.

**AYES:** (5) Trustees Juzeszyn, Gianotti, Tieri, Stacey and Kraus.

**NAYS:** (0) None.

**ABSTAIN:** (1) Trustee Kypuros.

Motion carried.

President Meyer asked for consideration of the minutes of the September 19, 2022 Special Board meeting. Trustee Kypuros made a motion to approve the minutes as written. Trustee Gianotti seconded.

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

**NAYS:** (0) None.

Motion carried.

**RECOGNITION OF AUDIENCE**

None.

**CLERK'S REPORT**

A report was provided of income received in September, 2022. The Clerk also read aloud a thank you letter from the Village of Peotone for Public Works help in cleanup after a storm in August.

## **REPORTS OF VILLAGE COMMISSIONS**

Superintendent Conner provided a Beautification Commission report. All hanging baskets, ground flowers and flags have been removed for the year.

Trustee Gianotti provided a 4<sup>th</sup> of July Commission report. The 4<sup>th</sup> of July Commission will be helping out with the tree lighting ceremony with food, etc.

Trustee Juzeszyn provided a Youth Commission report. October 1<sup>st</sup> Fall into Fun event went really well. There were over 150 attendees. The Youth Commission will be helping the Lions Club with Breakfast with Santa event this year.

Clerk McCawley provided a Historic Preservation Commission report. The Depot continues to be open to the public on Saturday mornings. The Commission is working again on their historic plaque program and will be reaching out to local residents in historic homes to obtain their permission to put plaques at their homes. The next meeting will be held on Wednesday, October 19<sup>th</sup> at 6 p.m.

## **VILLAGE PRESIDENT REPORT**

President Meyer attended a Chicago Southland Economic Development summit where she learned more about the South Suburban Airport bill. A copy of the bill was provided in the packet for review. This has been proposed before and being proposed again.

The results of the Joint TIF Board meeting held the previous week was provided.

Trustee Kypuros made a motion authorizing payment in the amount of \$57,000 to Dutch American Foods, Inc. as reimbursement per Ordinance #1312 from the TIF #1 Account, as reviewed by the Joint TIF Board at their meeting. Trustee Juzeszyn seconded the motion.

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

NAYS: (0) None.

Motion carried.

Fitness Premier is under new ownership and will be holding a grand re-opening on Saturday, October 22<sup>nd</sup>. President Meyer is waiting to hear back as to whether they want the Village to be involved.

## **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 the motion.

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

NAYS: (0) None.

Motion carried.

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

Trustee Kypuros read aloud bills added to the list since Friday. Administrator Barber requested adding a bill for Custom Brick and Stone in the amount of \$1,500 for brick work on the drive-thru of the Village Hall. No objections to adding the bill. Trustee Kypuros made a motion to approve payment of the list of bills in the amount of \$254,971.08 (including the added \$1,500 bill to Custom Brick and Stone) 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.

The IPBC quarterly dashboard report was provided in the packet for review. The Village has accumulated \$43,517 in terminal reserve in the self-funded plan.

The IMIC six-month financial report was provided in the packet for review. The 30-member cooperative has \$1,635,462 in unrestricted retained earnings.

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

Trustee Gianotti made a motion authorizing the sale of 652 Penfield Street for \$10,000. Trustee Kraus seconded the motion.

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

NAYS: (0) None.

Motion carried.

Trustee Gianotti made a motion authorizing retaining counsel of John Russell of Homewood to handle the closing of 652 Penfield Street. Trustee Kraus seconded the motion.

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

NAYS: (0) None.

Motion carried.

Trustee Gianotti made a motion authorizing the Village Administrator to sign any and all documents pertaining to the sale of 652 Penfield Street. Trustee Kraus seconded the motion.

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

NAYS: (0) None.

Motion carried.

There was no update on the status of the Will County ARPA grant application for HVAC in the food stand in Firemen's Park.

An update on paving and sealcoating the asphalt paths in Firemen's Park was provided by Superintendent Conner. Paving is tentatively scheduled for the end of October. Sealcoating is not scheduled yet.

Three signs showing the plans for the future site of the proposed public safety facility went up in the previous weeks.

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

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

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

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

A second draft of the Police Commission Ordinance was provided in the packet for review. Changes to the ordinance were discussed. The Attorney is currently reviewing.

The Police Station open house will be held on Friday, October 14<sup>th</sup> from 5 to 8:30 p.m. Chief Lemming reported that Penfield from Woodward to Maxwell will be closed. This is being done in coordination with the Fire Department open house. Tours of the station as well as other activities will be conducted. He asked for help that evening.

Trick or treating will be held from 4-7 p.m. on Halloween. Police will have decorated squad cars.

Trustee Tieri reported on Fire Truck pull event at Fire Station on Sunday. Event was well attended.

Police Commission met last week. Trustee Tieri requested an executive session be held to consider hiring of a part-time Police officer.

Trustee Tieri reminded residents to lock their doors. There have been some cars stolen in town in the last couple of weeks.

### **E. PUBLIC WORKS COMMITTEE**

The Public Works, Water Department and Sewer Department monthly reports were provided in the packet for review.

A Gould Street watermain restoration update was provided. Restorations are being done and delineators at railroad tracks have been put back in.

A Penfield STP project update was provided. The IDOT pre-con meeting was held last Wednesday and the local pre-con meeting will be scheduled for November once the schedules are available so road closures and the routing of fire equipment, post office workers and the school buses can be discussed. Project is slated for a spring 2023 start.

It was reported that the IEPA has approved a permit for replacing the Miller Street watermain. The permit is good for two years.



An update on curb, gutter and sidewalk replacement was provided by Superintendent Conner. Davis Concrete will tentatively begin middle to late next week.

An update on asphalt paving work was provided. Work has not yet been scheduled.

Leaf collection is set to begin the week of October 17<sup>th</sup>, depending on when leaves begin to fall.

ORDINANCE #1381 – An Ordinance authorizing the Village President and Clerk to sign an intergovernmental agreement with Beecher School District 200U relating to the installation of fiber optic lines in Village rights of way. Trustee Kraus made a motion to approve Ordinance #1381. Trustee Stacey seconded the motion.

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

NAYS: (0) None.

Motion carried.

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

The Clerk reported that the newsletter was forwarded to the printer that day. It should take a week to print so the anticipated mail date is now estimated at October 21<sup>st</sup>.

Trustee Juzeszyn provided a report on the holiday tree lighting weekend planning meeting that was held. Tree lighting will be 4:30-7 p.m. and light parade will also be held that evening. Parade route is 1-1/2 times around the walking path, offering a \$300 cash prize. BHS band will perform at the event. 4<sup>th</sup> of July Commission will serve food. St. Paul's is interested in serving hot cocoa. There will be picture backdrops and house decorating contest. Fire Department and Chamber of Commerce will decorate the large tree by the Depot. Women's Club is also willing to help out.

A public safety facility referendum update was provided. Three informational videos have been posted online and the newsletter article on the proposed project will come out next week.

**G. OLD BUSINESS** – None.

**I. NEW BUSINESS** – None.

There being no further business to be discussed in regular session, Trustee Tieri made a motion to adjourn into Executive Session at 7:33 p.m. to consider a candidate for a part-time Police officer. Trustee Stacey seconded the motion.

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

NAYS: (0) None.

Motion carried.

Trustee Tieri made a motion to return to regular session at 7:42 p.m. Trustee Juzeszyn seconded the motion.

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

NAYS: (0) None.

Motion carried.

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

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

NAYS: (0) None.

Motion carried.

Meeting adjourned at 7:42 p.m.

Respectfully submitted by:

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Janett McCawley  
Village Clerk

## SETTLEMENT AGREEMENT

This Settlement Agreement dated \_\_\_\_\_, 2022 (“Settlement Agreement”) is entered into by the Village of Beecher (the “Municipality”), and Commonwealth Edison Company (“ComEd”) (the Municipality, and ComEd together, the “Parties,” and each a “Party”), and Azavar Audit Solutions, Inc. (“Azavar”).

### RECITALS

**WHEREAS**, ComEd is an Illinois corporation engaged in the transmission, sale, and distribution of electricity to the public in Illinois, and is a public utility as defined in Section 3-105 of the Public Utilities Act.

**WHEREAS**, the Municipality is a municipal corporation organized and existing under Article VII of the 1970 Constitution of the State of Illinois.

**WHEREAS**, Azavar has entered into an agreement with the Municipality to audit ComEd’s collection and remittance of municipal utility taxes for electric service;

**WHEREAS**, Title 3, Chapter Nine of the Municipality’s Code of Ordinances imposes a Municipal Utility Tax (“MUT”) on the distribution, supply, furnishing, or sale of electricity within the corporate limits of the Municipality.

**WHEREAS**, on December 12, 2018, Azavar, as the Municipality’s authorized agent, issued a Notice of Audit to ComEd seeking to audit ComEd’s collection and remittance of MUT for electric service.

**WHEREAS**, on December 16, 2019, the Municipality issued a Notice of Tax Liability (“NTL”) alleging that ComEd failed to collect and remit certain MUT to the Municipality.

**WHEREAS**, ComEd timely filed its protest of the NTL disputing the allegations in the NTL.

**WHEREAS**, the Parties continue to disagree about the validity of the allegations in the NTL.

**WHEREAS**, in recognition of the expense and hazards of litigation, the Parties now wish to resolve the allegations in the NTL.

**THEREFORE**, in consideration of the various undertakings and covenants hereinafter provided for, the Parties hereby agree as follows:

## SETTLEMENT TERMS

**NOW, THEREFORE,** in consideration of the mutual covenants, agreements and conditions contained herein and upon acknowledgement by each of the Parties of the receipt of valuable consideration, the Parties agree as follows:

1. **Recitals.** Each of the recitals set forth above is expressly incorporated herein.

2. **Settlement Amount.** In consideration of the foregoing and in further consideration of the statements, representations, promises, covenants and warranties as set forth herein, ComEd will pay to the Municipality in settlement of the NTL the total amount of \$5,695.00 (five thousand six hundred ninety-five dollars and zero cents) (the "Settlement Amount"). This payment will constitute full payment and satisfaction of the NTL.

3. **Erroneous Payments to the Municipality.** The Municipality understands that ComEd is engaged in audit processes with other Illinois communities. In connection with those audits, if ComEd is determined to owe MUT to another community that it erroneously paid to the Municipality, and pays another community any such amount on or before December 31, 2022, the Municipality agrees that, upon notice and reasonable verification of same, ComEd may deduct such amount (the "Credit") from a future MUT remittance to the Municipality. The Credit shall be only for the actual tax erroneously remitted to the Municipality and not for any penalties or interest ComEd may have additionally paid another community. The Credit may be taken by ComEd without regard to any statute-of-limitations or refund arguments that otherwise might be available to the Municipality pursuant to local ordinance or state law. Under no circumstances shall the total amount of the Credit exceed 10% of the Settlement Amount.

4. **Payment Method and Instructions.** Within 15 business days of the full execution of this Settlement Agreement, ComEd will pay the Settlement Amount to the Municipality in full and final settlement of the NTL, the sufficiency of which is hereby acknowledged and agreed to by the Municipality. ComEd will make payment of the Settlement Amount by wire pursuant to the following wiring instructions:

Account Title: Cozen O'Connor IOLTA-IOLA  
Account Number: 800009782  
Routing Number: 271070801  
Bank Name Citibank  
Bank Address Chicago, IL  
SWIFT Code CITIUS33

5. **No Admission.** This Settlement Agreement constitutes the compromise of disputed claims, causes of actions, denials, and/or defenses made or to be made by the Parties or any of them, and attorney fees and costs, and is being entered into solely for the purpose of bringing to an end the real or potential claims referred to herein and to avoid further costs of litigation. The Parties understand and agree that neither the entry into this Settlement Agreement nor the payment of the Settlement Amount shall constitute or be construed as an admission of liability by either Party to any person or entity. This Settlement Agreement, each of its provisions, any prior drafts thereof, any negotiations,

proceedings, or agreements relating to it, and any matter arising in connection with such negotiations, proceedings, or agreements, shall not be offered or received in evidence in any litigation other than litigation brought to enforce the terms of this Settlement Agreement.

**6. General Releases.** Effective upon the full execution of this Settlement Agreement by the Parties, the Municipality, on behalf of itself, and its agents, representatives, personal representatives, subsidiaries, partners, managers, members, officers, directors, employees, shareholders, affiliates, divisions, predecessors, successors, and assigns, hereby waives, releases, relinquishes, and forever discharges any and all claims, suits, causes of action, debts, liens, demands, liabilities, obligations, covenants, controversies, agreements, promises, damages, costs, and expenses of any nature or kind whatsoever, at law or in equity, related to the MUT due or allegedly due to the Municipality on or before December 31, 2021, which it has brought or could have brought as of the date of this Settlement Agreement, against ComEd and/or any of its respective affiliates or its respective members, managers, officers, directors, shareholders, owners, partners, agents, lenders, employees, attorneys, personal representatives, successors and assigns. Contemporaneously, and as part of this mutual release, ComEd, on behalf of itself and each of its agents, representatives, personal representatives, subsidiaries, partners, managers, members, officers, directors, employees, shareholders, affiliates, divisions, successors, predecessors and assigns, hereby waives, releases, relinquishes, and forever discharges any and all claims, suits, causes of action, debts, liens, demands, liabilities, obligations, covenants, controversies, agreements, promises, damages, costs, and expenses of any nature or kind whatsoever, at law or in equity, related to the MUT due or allegedly due to the Municipality on or before December 31, 2021, which it has brought or could have brought as of the date of this Settlement Agreement, against the Municipality and/or its respective affiliates or its respective members, managers, officers, directors, shareholders, owners, partners, agents, lenders, employees, attorneys, successors and assigns.

**7. Disclosure and Confidentiality.** The Parties and Azavar agree to maintain the negotiations, calculations, and terms of this Settlement Agreement in confidence. In making any disclosure permitted in this Paragraph, the Parties and Azavar agree that they will limit the content of all disclosures and make only such disclosures as are necessary to comply with such permitted disclosures:

- a. to the Parties' attorneys, accountants, appraisers, agents, and other persons for the purpose of providing accounting or tax advice or services to one of the Parties;
- b. by counsel to the Municipality, as necessary to provide privileged and confidential legal advice to any other municipality that has issued an NTL to ComEd, provided that such municipalities agree to treat such information as confidential;
- c. as deemed necessary by ComEd, in response to inquiries made regarding this Settlement Agreement by other municipalities that have issued a NTL

to ComEd, provided that Parties agree to treat the information provided by ComEd as confidential;

- d. in response to a lawful subpoena, court order or written request from a state or federal government official provided that prior notice, is given to the non-disclosing Party or Parties;
- e. as deemed necessary by ComEd to any regulatory body with jurisdiction over it, including but not limited to, the Illinois Commerce Commission;
- f. to the extent necessary to comply with state or federal laws or regulations, including, but not limited to, to the Freedom of Information Act (“FOIA”) and the Open Meetings Act (“OMA”);
- g. to the extent necessary to enforce the terms of this Settlement Agreement or in any other legal dispute involving only Parties to this Settlement Agreement and/or Azavar.

Moreover, acknowledging that the Municipality is a public body subject to FOIA requests and the OMA, and may be subject by law to other public-disclosure requirements, it is therefore agreed that, if there is a legally required public disclosure on or before December 31, 2025 of any of the terms of this Settlement Agreement pursuant to FOIA, the Open Meetings Act, or any other similar public disclosure-requirement, the Municipality shall notify ComEd by electronic mail at least two (2) business days prior to such disclosure of any of the terms of this Settlement Agreement pursuant to such legal requirements.

The Municipality shall provide such electronic mail communication to the following e-mail address:

- litigationattorneys@exeloncorp.com.

Except for the permitted disclosures referenced above, the Parties and Azavar further agree not to initiate any publicity or make any public statement or comment regarding or related to the NTL or this Settlement Agreement except as required by law or as set forth above in this Paragraph. If media requests are received or questions raised regarding the NTL or this Settlement Agreement, Azavar shall decline to comment and the Parties shall provide only the following response, without elaboration: “The Parties decided to settle this matter. Further comment regarding the settlement is prohibited by the Parties’ Settlement Agreement, except as required by law.”

The Parties and Azavar acknowledge and agree that damages that will result to ComEd if the Municipality or Azavar violates the provisions set forth in this Paragraph shall be extremely difficult or impossible to establish or prove, and agree that the amount of one thousand dollars and zero cents (\$1,000.00) shall constitute liquidated damages for any such violation by the Municipality or ComEd and five thousand dollars and zero cents (\$5,000.00) shall constitute liquidated damages for any such violation by Azavar.

ComEd and the Municipality agree that such liquidated damages shall be in lieu of all other claims that ComEd or the Municipality may make by reason of any such violation.

**8. Release as a Defense.** This Settlement Agreement may be pleaded as a full and complete defense and may be used as the basis for an injunction against any action, suit, or proceeding, which may be prosecuted, instituted, or attempted by any Party in breach thereof.

**9. Remedies.** The Parties expressly agree that if either Party elects to take any legal action to enforce the terms of this Settlement Agreement, in addition to any other remedies available, the prevailing Party shall be entitled to recover from the other Party all of its associated costs and expenses, including, without limitation, its reasonable attorneys' fees incurred by the prevailing Party in connection with such enforcement steps.

**10. Survival.** All promises, covenants, warranties and representations contained in this Settlement Agreement shall survive execution of this Settlement Agreement, except where explicitly stated otherwise.

**11. Successors and Assigns.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties' respective successors, assigns, beneficiaries, heirs, executors, trustees, administrators, representatives, officers, directors, stockholders, agents, and insurers.

**12. Representation by Counsel.** The Parties acknowledge that they have each been represented by independent counsel of their own choice throughout all of the negotiations that preceded and resulted in the execution of this Settlement Agreement. This Settlement Agreement shall be construed fairly as to all Parties and not in favor of or against any of the Parties regardless of who prepared this Settlement Agreement.

**13. Entire Agreement.** The Parties understand and agree that this is the entire agreement between the Parties.

**14. Modification or Amendment.** This Settlement Agreement shall not be modified, altered, or discharged except by an instrument in writing, signed by the Party against whom enforcement of the amendment, alteration, or modification is sought.

**15. Governing Law.** This Settlement Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without reference to principles of choice or conflict of law.

**16. Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and shall be admissible in evidence, but all of which together shall constitute one and the same instrument and shall become effective when counterparts executed by each Party have been delivered to counsel for all other Parties. Execution by facsimile, by an electronically transmitted signature, or by Portable Document Format (PDF), shall be fully and legally binding on the Parties.

17. **Headings.** The paragraph headings in this Settlement Agreement are for convenience only and shall not affect the meaning or interpretation of its provisions.

18. **Authority and No Assignment.** Each Party: (a) represents and warrants that it is authorized to enter into this Settlement Agreement and that it is authorized to give the releases contained herein and (b) represents and warrants that, other than as expressly set forth herein, neither it nor any of its agents, representatives, officers, members, employees, or attorneys have made, assigned, transferred, sold, pledged or hypothecated, or have purported to make, assign, transfer, sell, pledge or hypothecate, any actual or alleged claims, demands, causes of action, obligation, liabilities, or any interest in the matters being released by this Settlement Agreement, which, but for such assignment, transfer, sale, pledge, or hypothecation, would be subject to the release in this Settlement Agreement.

19. **Severability.** Should any provision of this Settlement Agreement be declared or determined by a court to be illegal or invalid, the court shall have the power to modify this Settlement Agreement so that it conforms with prevailing law and the validity of the remaining parts, terms, or provisions shall not be affected thereby. If any provision of this Settlement Agreement shall be held, declared, or pronounced void, voidable, invalid, unenforceable, or inoperative, in whole or in part, for any reason by any court of competent jurisdiction, government authority, or otherwise, such holding, declaration, or pronouncement shall not adversely affect any other provision of this Settlement Agreement, which shall otherwise remain in full force and effect and be enforced in accordance with its terms. To the extent permitted by applicable law, the Parties hereby knowingly, voluntarily and intelligently waive any provision of law that prohibits or renders void or unenforceable any part, provision, representation or warranty hereof.

20. **Attorney Fees and Costs.** Other than as expressly provided herein, the Parties shall each bear their own attorney fees, costs and expenses incurred in connection with this matter.



Dated this \_\_ day of \_\_\_\_\_, 2022.

VILLAGE OF BEECHER

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

Title: \_\_\_\_\_

Dated this \_\_\_ day of \_\_\_\_\_, 2022.

COMMONWEALTH EDISON COMPANY

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

Title: \_\_\_\_\_

Dated this \_\_ day of \_\_\_\_\_, 2022.

AZAVAR AUDIT SOLUTIONS, INC.

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

Title: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE VILLAGE TREASURER,  
IN CERTAIN CIRCUMSTANCES, TO PAY VENDOR INVOICES  
PRIOR TO THE APPROVAL OF THE VILLAGE PRESIDENT AND  
BOARD OF TRUSTES OF THE VILLAGE OF BEECHER**

WHEREAS, the Village of Beecher is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois; and

WHEREAS, it is in the best interest of the Village of Beecher to make vendor payments by or before their due dates; and

WHEREAS, to avoid the termination of services, delinquent account status, defaults, or penalties, the need arises to pay certain invoices before they are presented to the Village President and Board of Trustees for approval; and

WHEREAS, in the event that a regularly scheduled Village Board meeting has been cancelled, it is good business practice to make timely vendor payments; and

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF THE VILLAGE OF BEECHER, ILLINOIS, as follows:

1. Upon approval by the Village Administrator and Finance Committee Chair, the Village Treasurer is hereby authorized to pay invoices related to long-term debt, contractual agreements, utilities, insurance, credit cards, and emergency purchases prior to approval by the Village President and Board.
2. In the event of cancellation of a regularly scheduled meeting, and upon approval by the Village Administrator and Finance Committee Chair, the Village Treasurer is hereby authorized to pay all invoices scheduled for payment and to present such payments for ratification at the next scheduled Village Board meeting.

PASSED by the Village Board of the Village of Beecher, Will County, Illinois,

this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

ATTEST: \_\_\_\_\_  
Village Clerk

CALL 815-255-9047  
SAFEbuilt, Inc.

**IL UNIFORM PERMIT APPLICATION**

PERMIT NO. \_\_\_\_\_  
TAXKEY# \_\_\_\_\_

**ISSUING MUNICIPALITY**  TOWN  VILLAGE  CITY  
Beecher

**PROJECT LOCATION** (Building Address) 11 E. CHURCH RD.

**PROJECT DESCRIPTION**  COMMERCIAL  ONE & TWO FAMILY

Subdivision Name \_\_\_\_\_ Lot No. \_\_\_\_\_ Block No. \_\_\_\_\_ Lot Area \_\_\_\_\_ Sq. Ft. \_\_\_\_\_

Owner's Name: RONALD ANDERSON Mailing Address: 11 E. CHURCH RD.

General Contractor (Lic. No.): HOMEOWNER Mailing Address: \_\_\_\_\_

Carpenter (Lic. No.): HOMEOWNER Mailing Address: 11 E. CHURCH RD.

Plumber (Lic. No.): \_\_\_\_\_ Mailing Address: \_\_\_\_\_

Electrician (Lic. No.): M3 ELECTRIC (522741) Mailing Address: 509 S. DIXIE HWY

Heating (Lic. No.): \_\_\_\_\_ Mailing Address: \_\_\_\_\_

BUILDING or REMODELING: PERMIT(S) INCLUDE:  Construction  Electrical  Plumbing

Types of Rooms:  DRIVEWAY

SIGN  wall  ground  illuminated  non-illuminated width \_\_\_\_\_ length \_\_\_\_\_ area \_\_\_\_\_

FENCE length \_\_\_\_\_ height \_\_\_\_\_ type \_\_\_\_\_  OTHER (specify) \_\_\_\_\_

<b>1a. PROJECT</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Addition <input type="checkbox"/> Raze <input type="checkbox"/> Alteration <input type="checkbox"/> Repair <input type="checkbox"/> Move <input type="checkbox"/> Other _____	<b>3. TYPE</b> <input type="checkbox"/> Single Family <input type="checkbox"/> Two Family <input type="checkbox"/> Multi <input type="checkbox"/> _____	<b>6. ELECTRICAL</b> Entrance Panel Size: 50 amp Service: <input checked="" type="checkbox"/> Underground <input type="checkbox"/> Overhead	<b>9. HVAC EQUIPMENT</b> <input type="checkbox"/> Forced Air Furnace <input type="checkbox"/> Radiant Baseboard or Panel <input type="checkbox"/> Heat Pump <input type="checkbox"/> Boiler <input type="checkbox"/> Central Air Conditioning <input type="checkbox"/> Other _____	<b>12. ENERGY SOURCE</b> Fuel _____ Space Htg. _____ Water Htg. _____ Nat. Gas <input type="checkbox"/> _____ Electric <input type="checkbox"/> _____ Other _____
<b>1b. GARAGE</b> <input type="checkbox"/> Attached <input checked="" type="checkbox"/> Detached	<b>4. CONST. TYPE</b> <input type="checkbox"/> Site Constructed <input type="checkbox"/> Manufactured	<b>7. FOUNDATION</b> <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Masonry <input type="checkbox"/> Treated Wood <input type="checkbox"/> Other _____	<b>10. PLUMBING</b> Sewer <input type="checkbox"/> Municipal <input type="checkbox"/> Septic <input type="checkbox"/> Permit No. _____	<b>13. NUMBER OF BEDROOMS</b> _____
<b>2. AREA Office Use Only</b> _____ Sq. Ft. _____ Sq. Ft. _____ Sq. Ft. _____ Sq. Ft. TOTAL _____	<b>5. STORIES</b> <input type="checkbox"/> 1-Story <input checked="" type="checkbox"/> 2-Story <input type="checkbox"/> Other _____	<b>8. USE</b> <input type="checkbox"/> Seasonal <input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Other _____	<b>11. WATER</b> <input type="checkbox"/> Municipal Utility <input type="checkbox"/> Private On-Site Well	<b>14. NUMBER OF BATHS</b> _____
				<b>15. ESTIMATED COST</b> \$ 25,000. -

No error or omission in either the plans or application, whether said plans or application has been approved by the building inspector or not shall permit or relieve the applicant from constructing the work in any other manner than that provided for in the ordinances of this municipality relating thereto. The applicant having read this application and fully understanding the intent thereof declares that the statements made are true to the best of my knowledge and belief.

SIGNATURE OF APPLICANT: [Signature] PRINT NAME: RON ANDERSON DATE: 10/17/22

**CONDITIONS OF APPROVAL** This permit is issued pursuant to the adopted building & zoning ordinances and the following conditions. Failure to comply may result in suspension or revocation of this permit or other penalty.

Building  Footing  Foundation  Rough  Insulation  Bsmt. Fl.  Final  Electric  Rough  Service  Final

Plumbing  Rough  Underfloor  OS Sewer  Water  Final  Final

FEES:		RECEIPT	
Building Fee _____	Sub Total _____	CK # _____	
Electric Fee _____	Admin. Fee _____	Amount \$ _____	
Plumbing Fee _____	Bond _____	Date _____	
HVAC Fee _____	Other _____	From _____	
Other _____	Total _____	Rec By. _____	

POSSIBLE TWO YEARS PLEASE

**ISSUED BY MUNICIPAL AGENT:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

GENERAL NOTES

This plan was designed and drafted by Advanced Design, Inc. in accordance with the International Residential Code (IRC) and all applicable codes and regulations. The client has agreed to pay for all design fees. It is the responsibility of the contractor to obtain all necessary permits and approvals. The contractor shall be responsible for obtaining all necessary permits and approvals. The contractor shall be responsible for obtaining all necessary permits and approvals. The contractor shall be responsible for obtaining all necessary permits and approvals.

**DESIGN LOADS:**  
 1. Floor: 40 psf live, 10 psf dead  
 2. Roof: 20 psf live, 10 psf dead  
 3. Soil bearing Capacity: 1500 psf

1. All electrical, plumbing, and HVAC systems shall be installed in accordance with all applicable codes and regulations.  
 2. All work shall be completed in accordance with the manufacturer's instructions and all applicable codes and regulations.  
 3. The contractor shall be responsible for obtaining all necessary permits and approvals.

**CONCRETE AND FOUNDATIONS:**  
 1. All concrete shall be cast in place and finished in accordance with all applicable codes and regulations.  
 2. All foundation walls shall be constructed in accordance with all applicable codes and regulations.

1. All framing members shall be installed in accordance with all applicable codes and regulations.  
 2. All joints shall be fastened in accordance with all applicable codes and regulations.

**ROOFING AND EXTERIOR FINISHES:**  
 1. All roof framing shall be installed in accordance with all applicable codes and regulations.  
 2. All exterior walls shall be finished in accordance with all applicable codes and regulations.

**DOOR AND WINDOW INSTALLATION:**  
 1. All doors and windows shall be installed in accordance with all applicable codes and regulations.  
 2. All exterior doors shall be installed in accordance with all applicable codes and regulations.

**INTERIOR FINISHES:**  
 1. All interior walls, ceilings, and floors shall be finished in accordance with all applicable codes and regulations.  
 2. All interior doors and windows shall be installed in accordance with all applicable codes and regulations.

**MECHANICAL, ELECTRICAL, AND PLUMBING (MEP):**  
 1. All MEP systems shall be installed in accordance with all applicable codes and regulations.  
 2. All electrical wiring shall be installed in accordance with all applicable codes and regulations.

**GENERAL NOTES:**  
 1. The contractor shall be responsible for obtaining all necessary permits and approvals.  
 2. All work shall be completed in accordance with the manufacturer's instructions and all applicable codes and regulations.

1. This plan is for informational purposes only and should not be used for construction without the services of a licensed professional engineer or architect.  
 2. The contractor shall be responsible for obtaining all necessary permits and approvals.

OWENS



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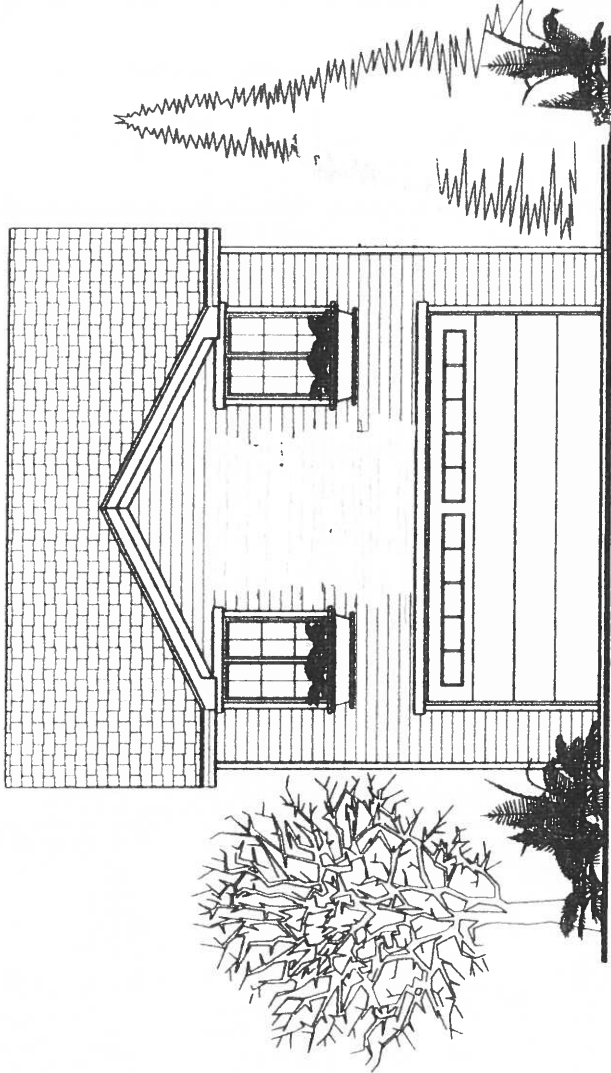
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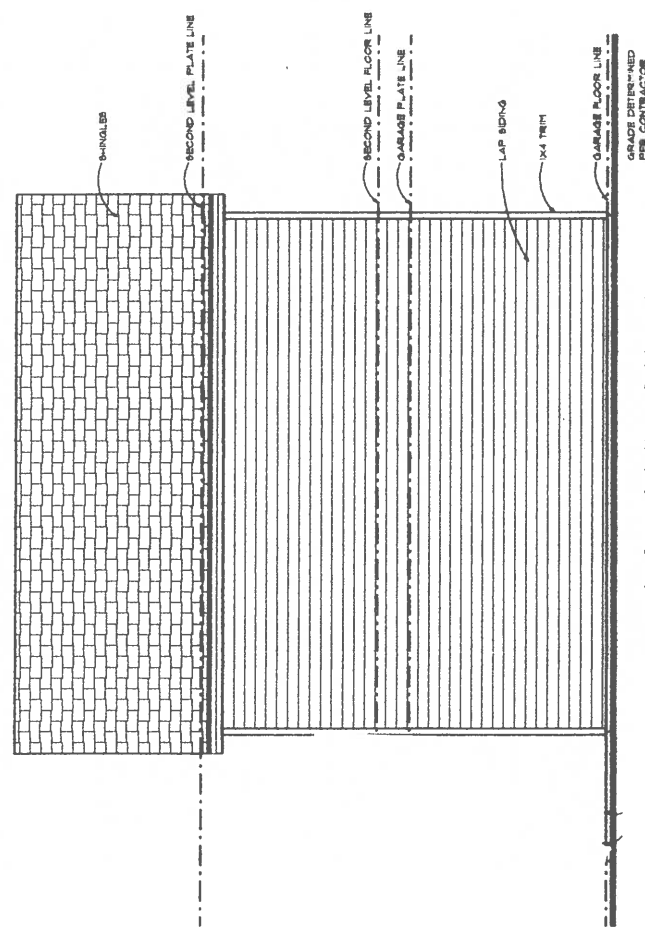
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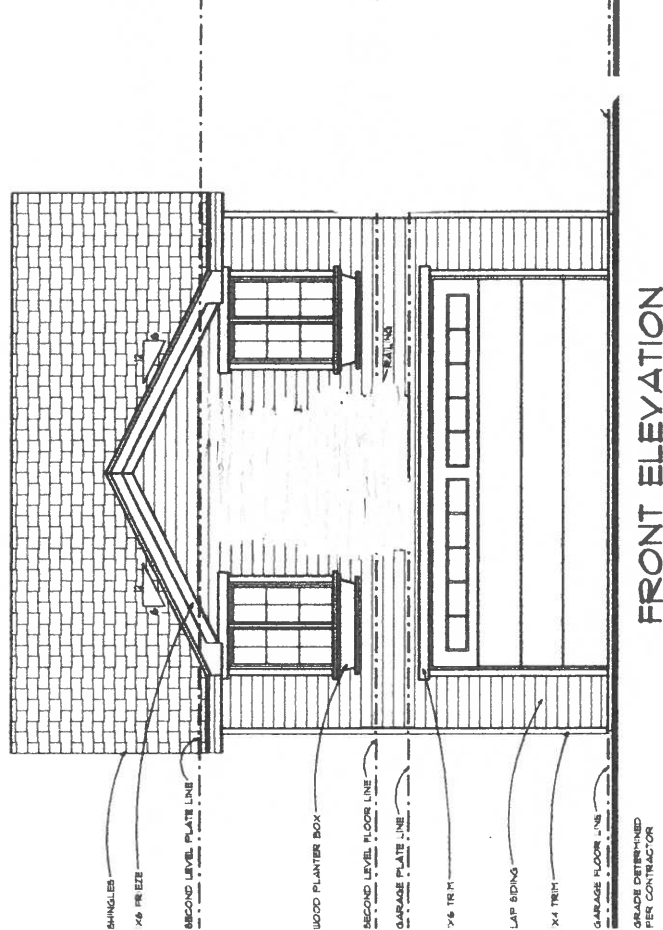
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**REAR ELEVATION**  
SCALE: 1/4" = 1'-0"



**FRONT ELEVATION**  
SCALE: 1/4" = 1'-0"

PRINT  
PLAN  
TITLE  
REVISION

OWENS

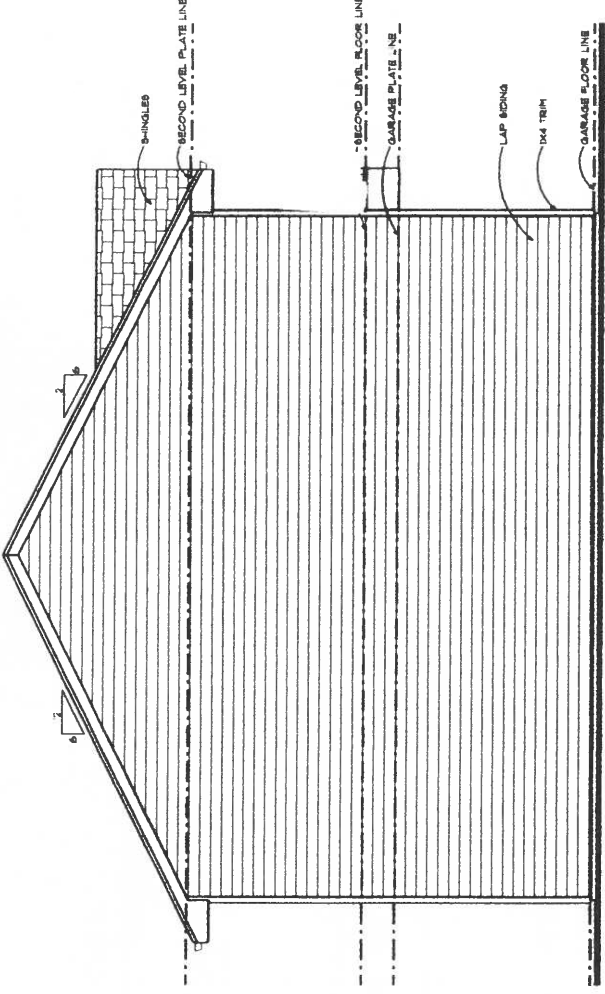


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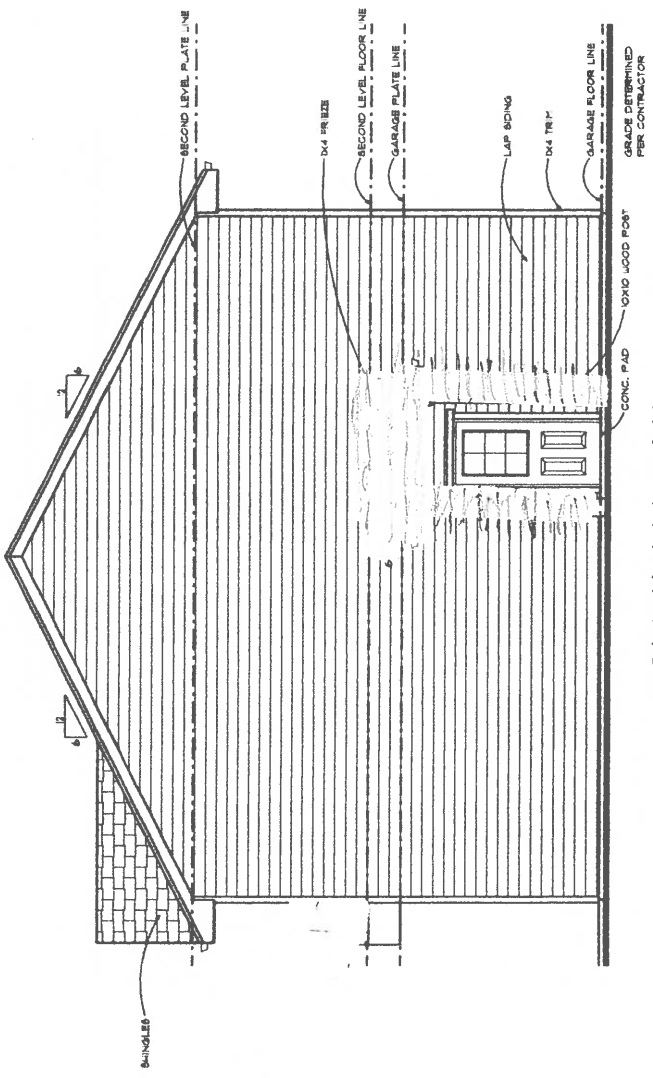
2013  
29398

SHEET  
2 OF 8

CON. SCALE: 1/8" = 1'-0"



**LEFT ELEVATION**  
 SCALE: 1/4" = 1'-0"



**RIGHT ELEVATION**  
 SCALE: 1/4" = 1'-0"

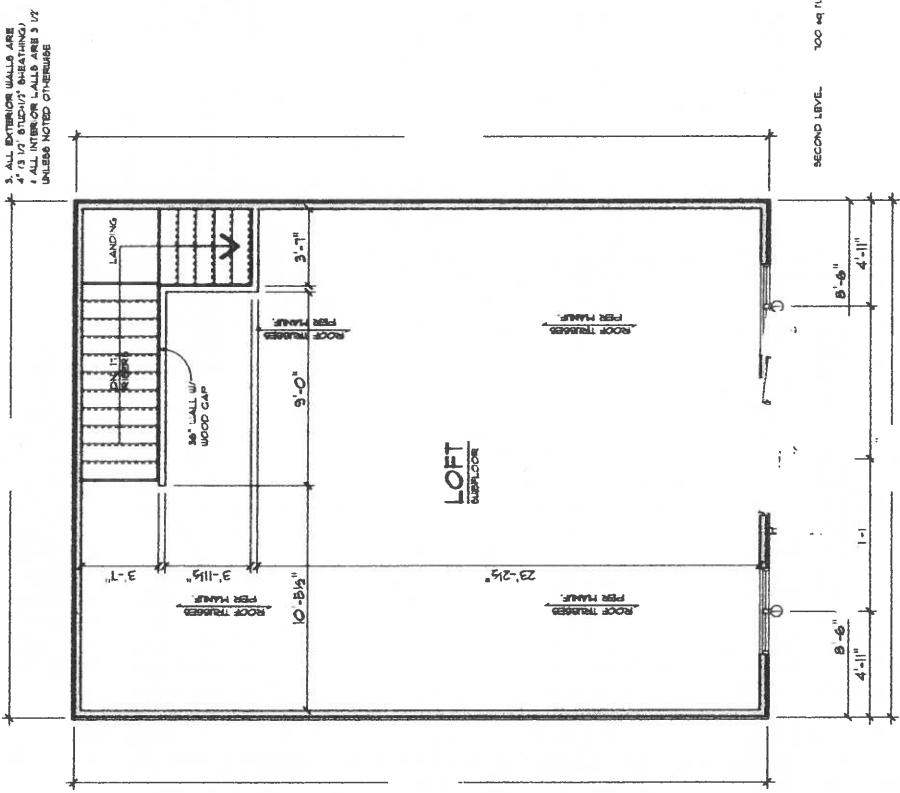


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**GENERAL NOTES:**

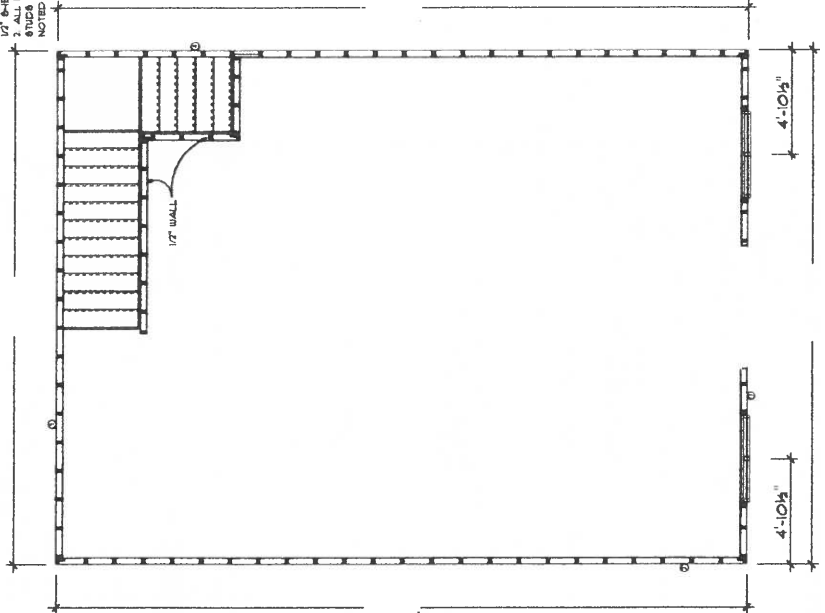
1. SECOND LEVEL WALLS ARE 8'-1/8" OTHERWISE NOTED
2. ALL ANGLED WALLS NOTED OTHERWISE
3. ALL EXTERIOR WALLS ARE 8'-1/8" (STUCCO/WEATHERING) UNLESS NOTED OTHERWISE
4. ALL INTERIOR WALLS ARE 5'-1/2" UNLESS NOTED OTHERWISE

OPENING ID	TYPE	PRODUCT CODE	SIZE	COUNT
1	WINDOW	ADVANCED CLASSTIC 2	4'-0" x 5'-0"	2
C	DOOR	60860 GLASS 1	5'-0" x 8'-9"	1



**SECOND LEVEL FLOOR PLAN**  
 SCALE: 1/4" = 1'-0"

- NOTE:**
1. DIMENSIONS TO FINISHING ONLY - DOORS NOT INCLUDE 1/2" WEATHERING.
  2. ALL WALLS ARE 2x4 @ 16" O.C. UNLESS NOTED OTHERWISE.



**SECOND LEVEL FRAMING PLAN**  
 SCALE: 1/4" = 1'-0"



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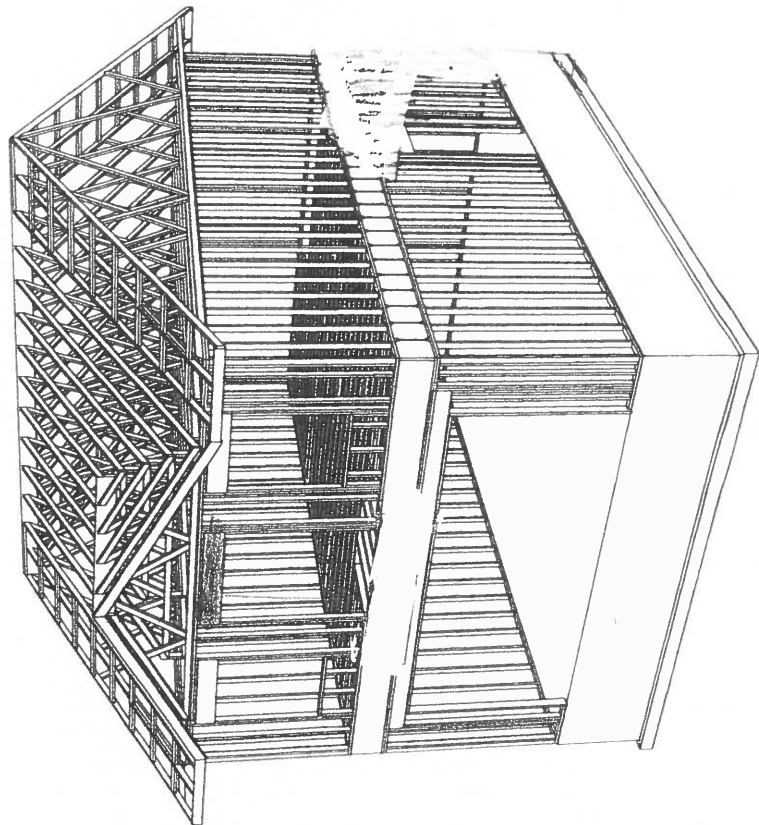
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ADVANCED HOME PLANS, INC. 11400 W. 11TH AVENUE, SUITE 100, DENVER, CO 80233  
 LICENSED ARCHITECTS AND ENGINEERS  
 LICENSE NO. 11400 W. 11TH AVENUE, SUITE 100, DENVER, CO 80233  
 LICENSE NO. 11400 W. 11TH AVENUE, SUITE 100, DENVER, CO 80233  
 LICENSE NO. 11400 W. 11TH AVENUE, SUITE 100, DENVER, CO 80233

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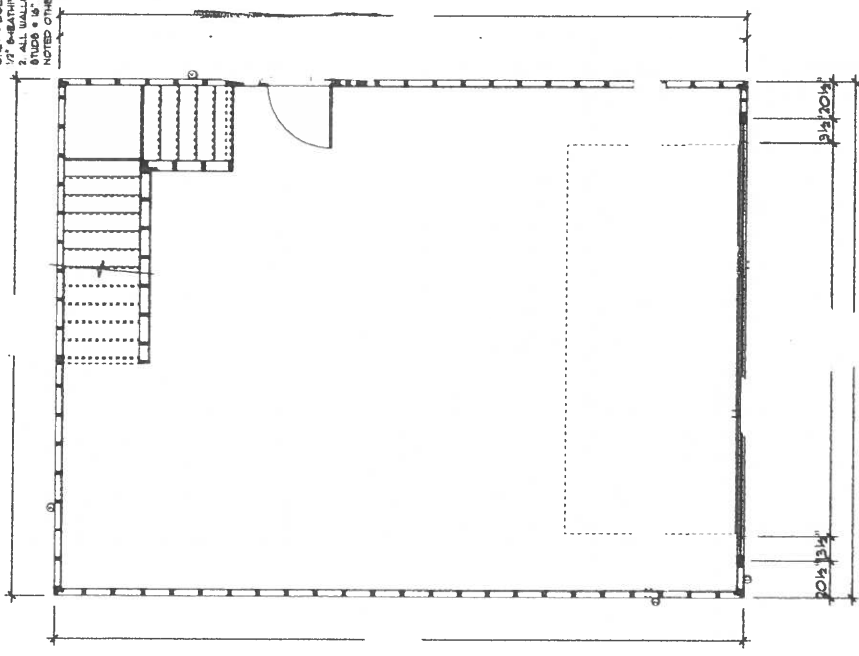
SHEET  
 9 OF 9

1/8" = 1'-0"

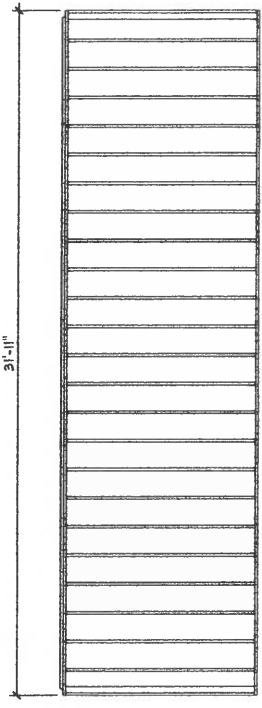


FRAMING DIAGRAM  
 NOT TO SCALE

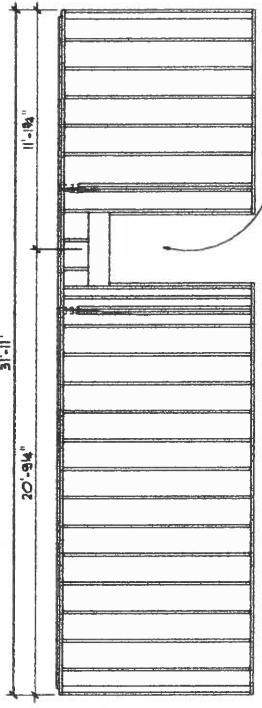
NOTE:  
 1. DIMENSIONS TO FINISH  
 SURFACES. DO NOT INCLUDE  
 1/2" FINISHES.  
 2. ALL WALLS ARE 2X4  
 STUDS @ 16" O.C. UNLESS  
 NOTED OTHERWISE.



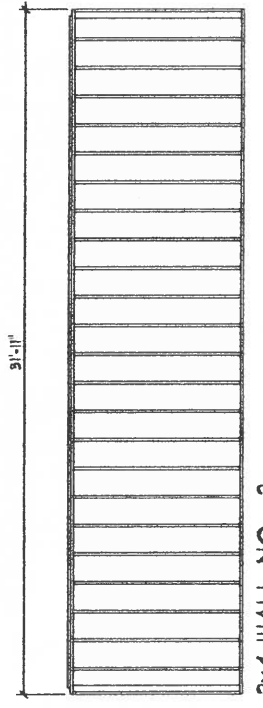
MAIN LEVEL FRAMING PLAN  
 SCALE 1/4" = 1'-0"



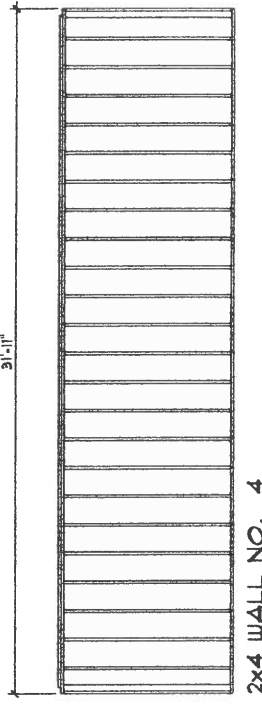
2x4 WALL NO. 2  
MAIN FLOOR



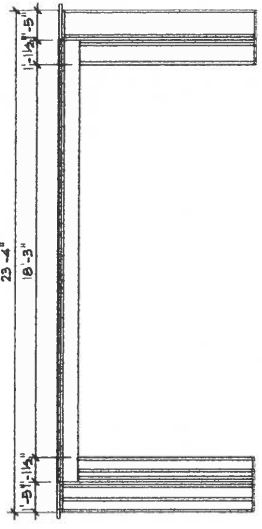
2x4 WALL NO. 4  
MAIN FLOOR



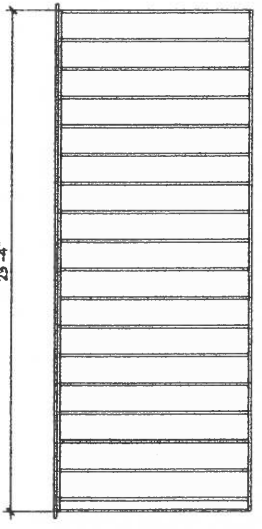
2x4 WALL NO. 2  
SECOND FLOOR



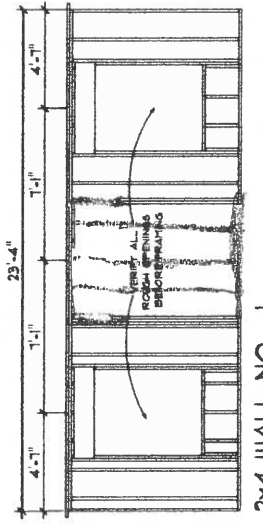
2x4 WALL NO. 4  
SECOND FLOOR



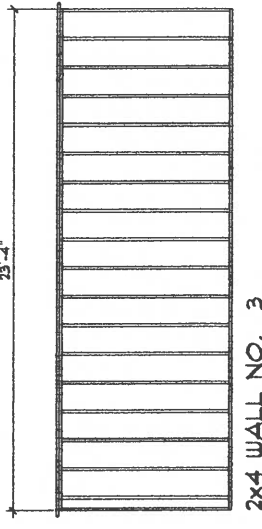
2x4 WALL NO. 1  
MAIN FLOOR



2x4 WALL NO. 3  
MAIN FLOOR



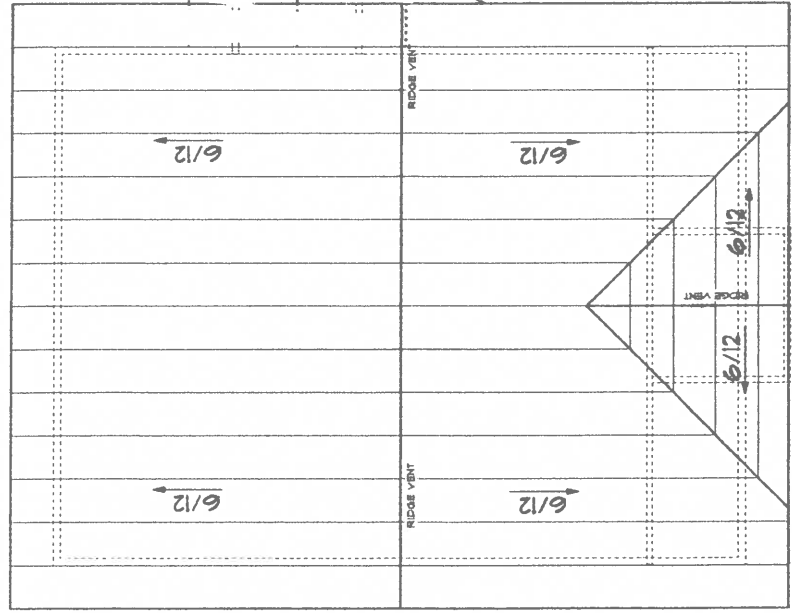
2x4 WALL NO. 1  
SECOND FLOOR



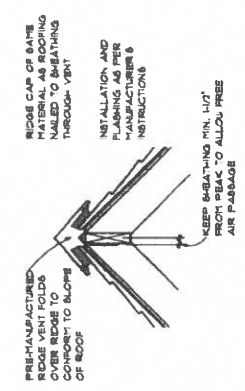
2x4 WALL NO. 3  
SECOND FLOOR

WALL PANELS

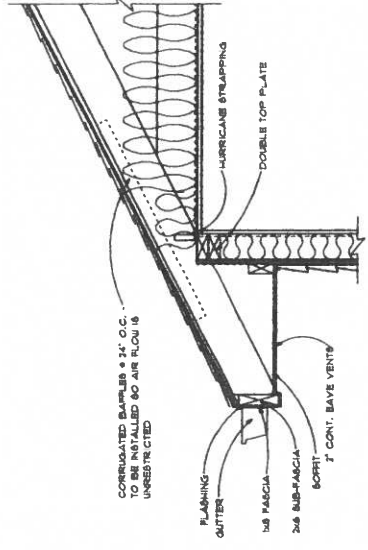
SCALE: 1/4" = 1'-0"



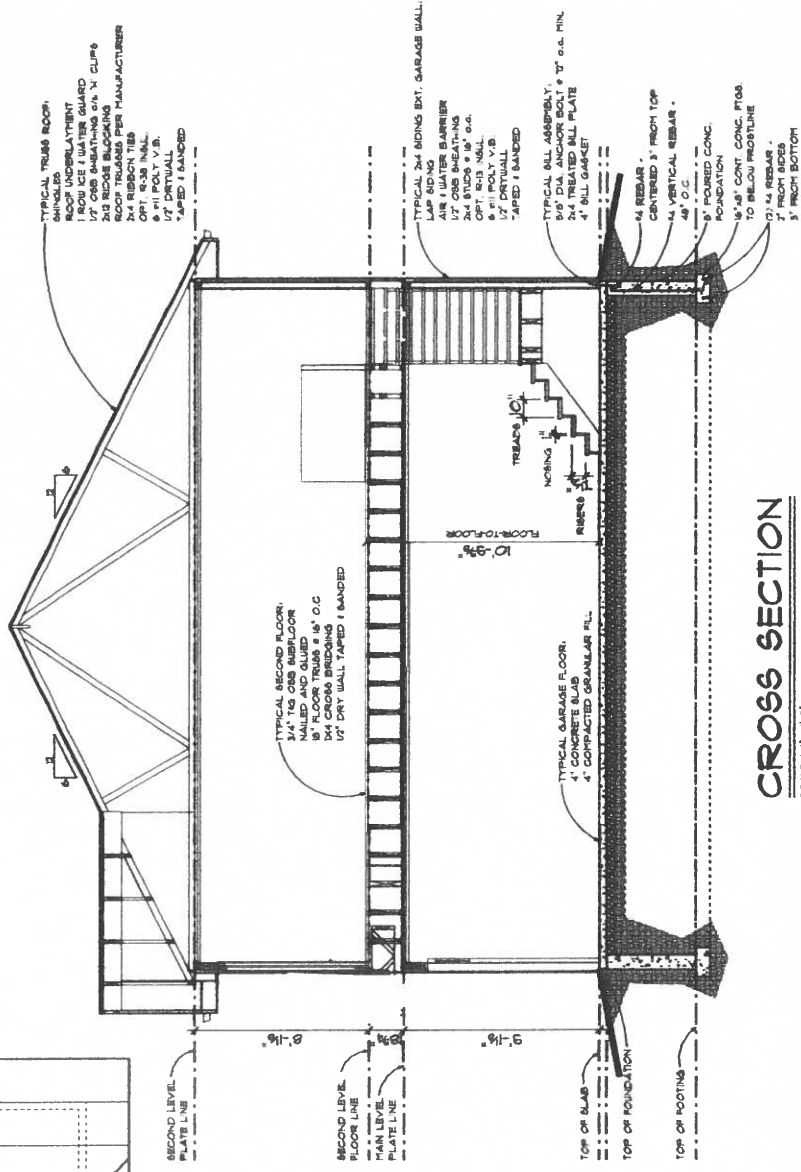
**ROOF PLAN**  
SCALE 1/4" = 1'-0"



**RIDGE VENT**  
SCALE 1/4" = 1'-0"



**EAVE VENT**  
SCALE 1/4" = 1'-0"



**CROSS SECTION**  
SCALE 1/4" = 1'-0"

This plan was designed and drafted BY Advanced Designs Inc. to meet average conditions and codes in the State of Nebraska at the time it was designed. This plan was also designed for seismic zone 1. Because codes and requirements can change and may vary from jurisdiction to jurisdiction, cannot warrant compliance with any specific code or regulation. Consult your local building official to determine the suitability of these plans for your specific site and application. This plan can be adapted to your local building codes and requirements, however, it is the responsibility of the purchaser and/or builder of this plan to see that the structure is built in strict compliance with all governing municipal codes (city, county, state and federal). The purchaser and/or builder of this plan releases the designer from any claims or lawsuits that may arise during the construction of this structure or anytime thereafter.

- If the contractor or sub-contractor, in the course of their work finds any discrepancies between the plan and the physical conditions of the site or structure, or any errors in the plans or specifications, it shall be their responsibility to immediately inform ADI, who will promptly verify and if necessary correct the working drawings. Any work done after such discovery will be done at the contractor's expense.

**DESIGN LOADS:**

• Floor:	Roof:	Celling:
40 psf. live	30 psf. live	10 psf. live
15 psf. dead	10 psf. dead	10 psf. dead

- Soil bearing Capacity - 1500 psf.
- Live loads, dead loads, wind loads, snow loads, lateral loads, seismic zoning and any specialty loading conditions will need to be confirmed before construction and adjustments to plans made accordingly. See your local building officials for verification of your specific load data, zoning restrictions and site conditions.

**CONCRETE AND FOUNDATIONS:**

- All foundation walls and slabs on grade shall be 3000 PSI (28-day compressive strength concrete), unless noted otherwise.
- All interior slabs on grade shall bear on 4" compacted granular fill with 6 mil. polyethylene vapor barrier underneath.
- Provide proper expansion and control joints as per local requirements.
- All 36" x 36" x 18" concrete pads to have (3) #5 rods each way.



to be confirmed before construction and adjustments to plans made accordingly. See your local building officials for verification of your specific load data, zoning restrictions and site conditions.

#### CONCRETE AND FOUNDATIONS:

- All foundation walls and slabs on grade shall be 3000 PSI (28-day compressive strength concrete), unless noted otherwise.
- All interior slabs on grade shall bear on 4" compacted granular fill with 6 mil. polyethylene vapor barrier underneath.
- Provide proper expansion and control joints as per local requirements.
- All 36" x 36" x 18" concrete pads to have (3) #5 rods each way.
- All 48" x 48" x 24" concrete pads to have (4) #5 rods each way.
- Foundation walls are not to be backfilled until properly braced.
- Verify depth of frost footings with your local codes.
- Provide termites protection as required by HUD minimum property standards.
- Foundation bolts must be anchored to sill plate with 5/8" bolts embedded 15" in concrete walls.

#### STEEL:

- All structural steel for beams and plates shall comply with ASTM specification A-36.
- All structural steel for steel columns shall comply with ASTM specification A-53 Grade B or A-501.
- All reinforcing steel for concrete shall comply with ASTM specification A-615 Grade 60.
- Provide steel shims in a beam pockets.
- Steel columns are to be 3" D. (inside diameter) unless noted otherwise.

#### FRAMING MEMBERS:

- Unless noted otherwise, all framing lumber shall have the following characteristics:  
 $F_b = 1,000 \text{ psi}$      $F_v = 75 \text{ psi}$      $E = 1,400,000 \text{ psi}$
- Contractor to confirm the size, spacing and stress characteristics of all framing and structural members to meet your local code requirements.
- Hole sizes and locations in GluLam or Laminated Veneered Lumber (L.V.L.) members are to be confirmed by a professional engineer.
- Any structural or framing members not indicated on the plan are to be sized by contractor.
- Double floor joists under all partition walls, unless noted otherwise.
- All subflooring is assumed to be 3/4" thick, glued & nailed.
- All exterior walls are dimensioned to outside of 1/2" sheathing.
- Calculated dimensions take precedence over scaled dimensions.



### dimensions.

- All angled walls on floor plans are at 45 degree angle, unless otherwise noted.
- Any wall 12'-0" high or higher shall be 2x6 and balloon framed.
- Unless noted otherwise, above all openings that are:
  - (1) Load bearing and less than or equal to 3 ft. .... use 4x6,
  - (2) Load bearing and more than 3 ft. .... use (2) 2x12 with 1/2" Plywood between.
  - (3) Non-load bearing and less than or equal to 6 ft. .... use 4x6.
  - (4) Non-load bearing and more than 6 ft. .... use (2) 2x12 with 1/2" Plywood between.
  - (5) All exterior openings use (2) 2x12 with 1/2" Plywood between.
- All trusses to be engineered by truss manufacturer according to the loading indicated on this plan.
- All exterior corners shall be braced in each direction with let-in diagonal bracing or plywood.
- Place (1) row of 1" x 3" cross-bridging on all spans over 8'-0" and (2) rows of 1" x 3" cross-bridging on all spans over 16'-0".
- Collar ties are to be spaced 4'-0" o.c.
- All purlins and kickers are to be 2x6's, unless noted otherwise.
- Any hip or valley rafters over a 28'-0" span are to be Laminated Veneer Lumber (L.V.L.).

### MISC. NOTES:

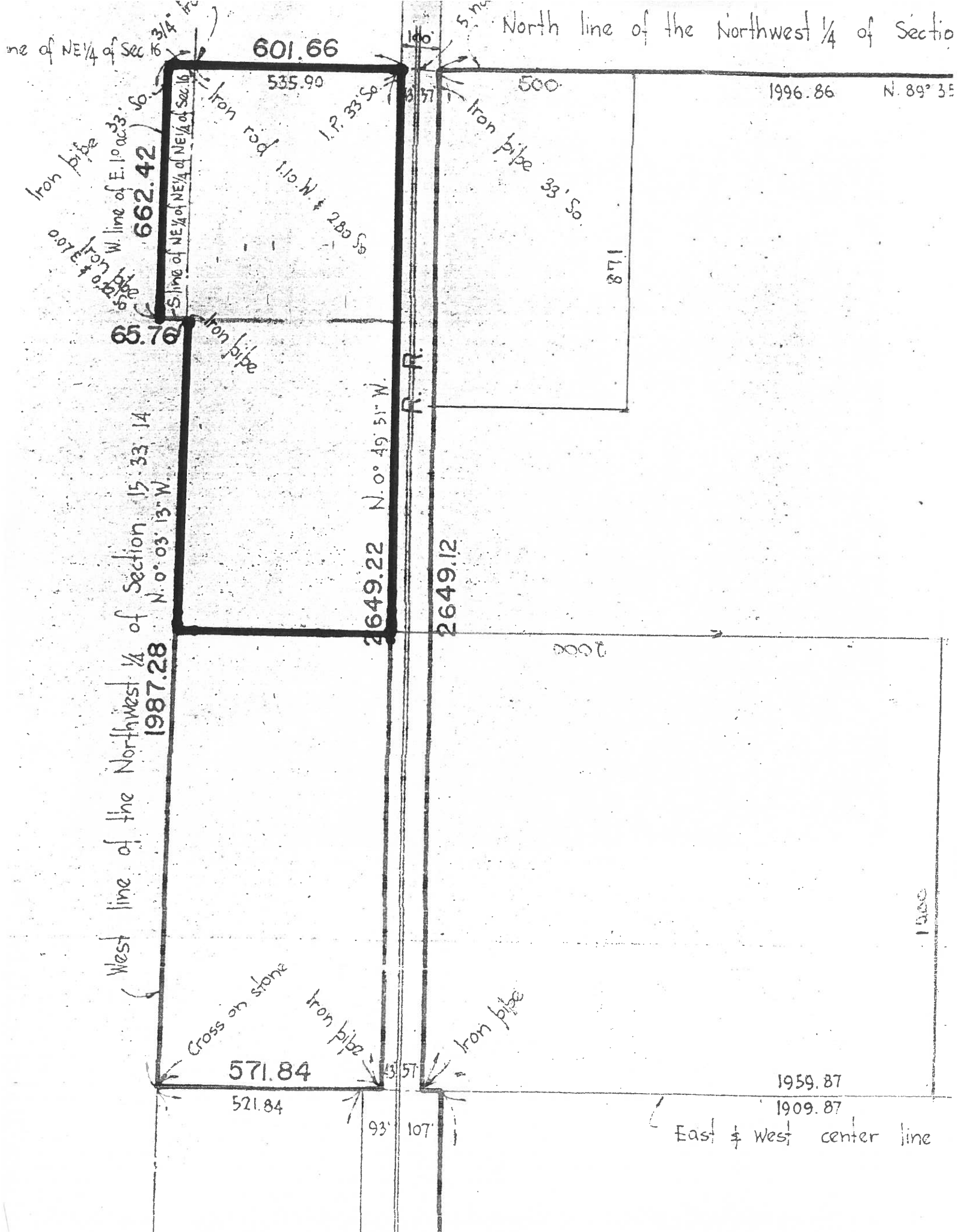
- Prefabricated fireplaces and flues are to be U.L. approved and installed as per manufacturer's specifications.
- All materials, supplies and equipment to be installed as per manufacturer's specifications and per local codes and requirements.
- Provide proper insulation for all plumbing.
- 1/2" water-resistant drywall around showers, tubs and whirlpools.
- 1/2" drywall on interior walls and ceilings.
- 5/8" type "X" fire code drywall on garage walls and ceilings.
- When no brand is specified Windows are called out by glass size only.
- Windows, if not noted, are assumed to be casements.
- Header heights are labeled to bottom of arched transoms.
- Confirm window openings for your local egress requirements and minimum light and ventilation requirements.
- Headroom at stairs shall have a minimum clearance of 6'-8" high.
- Provide proper handrails at stairs per local codes.
- The mechanical and electrical layouts are suggested only. Consult your mechanical and electrical contractors for exact specifications, locations and sizes.
- Jog flue to rear of ridge as necessary.
- Provide proper wiring for all electrical appliances, mechanical equipment and whirlpools per manufacturer's specifications.
- Air conditioner locations may vary depending on restrictive covenants and codes.

Google Maps 11 E Church Rd

*PROPOSED GARAGE LOCATION*



Imagery ©2019 Maxar Technologies, U.S. Geological Survey, Map data ©2019 50 ft





# Village of Beecher Wastewater Treatment Plant

## Monthly Report

**Month : AUGUST 2022**

**Year: 2022**

**Total Gallons: MGD**

**Influent : 14.725 MGD**

**Daily Maximum: 0.766 MGD /Minimum : 0.380 MGD /Average Daily Flow: 0.475 MGD**

**Effluent: MGD**

**Daily Maximum: 1.262 MGD**

**Minimum: 0.569 MGD / Average Daily Flow : 0.752 MGD**

**Excess Flow: 0.00 MGD**

**Chlorine Used: (lbs) 0**

**Excess Treated: 0.00 MGD**

**Rainfall: 3.45 Inches**

**Return Sludge: 36.859 MGD**

**Dry Sludge Removed (Cubic Yards):**

**Liquid Sludge Hauled Gallons: 0 gals**

**\*Laboratory Information: Effluent\***

**5 Day CBOD Avg : 1.0 mg/l** (Daily max): 1.2 mg/l  
**Total Suspended Solids Avg: 0.4 mg/l** (Daily Max): 0.4 mg/l  
**Ammonia Nitrogen Avg : N/D mg/l** (Daily Max): N/D mg/l  
**Total Phosphorus Avg: 0.62 mg/l** (Daily Max): 1.0 mg/l

**\*Laboratory Information: Influent\***

**Total Phosphorus Avg: 17.0 mg/l** ( Daily Max ) : 20.0 mg/l  
**Average 5 Day BOD: 140.5 mg/l** Average TSS: 161.0 mg/l  
**Ammonia Nitrogen Avg: 25.0 mg/l** ( Daily max): 50.0 mg/l

**% Removal BOD: 99.8 %**                      **% Removal SS: 99.8 %**

**Equipment repairs , maintenance,**

**\*OXIDATION DITCH** monthly , weekly maintenance performed. **\*BLOWER** monthly maintenance performed, **CLARIFIERS** monthly maintenance performed:

**\*Monthly DMR** lab analysis performed and completed, Up Stream/Down Stream, and Monthly Monitoring samples collected, and analysis performed and completed by Suburban Laboratories for the month of August 2022, **NPDES DMR** for the month of July 2022 completed and submitted to the I.E.P.A.

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

Sincerely,

John Hernandez

Wastewater Treatment plant Manager

# Village of Beecher Wastewater Treatment Plant

## Monthly Report

**Month : SEPTEMBER 2022**

**Year: 2022**

**Total Gallons: MGD**

**Influent : 12.577 MGD**

**Daily Maximum: 0.7760 MGD / Minimum : 0.3390 MGD /Average Daily Flow: 0.4192 MGD**

**Effluent: 17.918 MGD**

**Daily Maximum: 1.0742 MGD**

**Minimum: 0.4189 MGD / Average Daily Flow : 0.5970 MGD**

**Excess Flow: 0.00 MGD**

**Chlorine Used: (lbs) 0**

**Excess Treated: 0.00 MGD**

**Rainfall: Inches**

**Return Sludge: MGD**

**Dry Sludge Removed (Cubic Yards):**

**Liquid Sludge Hauled Gallons: 0 gals**

**\*Laboratory Information: Effluent\***

5 Day CBOD Avg : 1.1 mg/l (Daily max): 1.2 mg/l  
Total Suspended Solids Avg: 0.4 mg/l (Daily Max): 0.4 mg/l  
Ammonia Nitrogen Avg : N/D mg/l (Daily Max): N/D mg/l  
Total Phosphorus Avg: 0.49 mg/l (Daily Max): 0.62 mg/l

**\*Laboratory Information: Influent\***

Total Phosphorus Avg: 17.0 mg/l ( Daily Max ) : 21.0 mg/l

Average 5 Day BOD: 219 mg/l Average TSS: 200.5 mg/l

Ammonia Nitrogen Avg: 44.7 mg/l ( Daily max): 73.0 mg/l

% Removal BOD: 99.6 %

% Removal SS: 99.8 %

**Equipment repairs , maintenance,**

\*OXIDATION DITCH monthly , weekly maintenance performed. \*BLOWER monthly maintenance performed, CLARIFIERS monthly maintenance performed:

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Sincerely,

John Hernandez

Wastewater Treatment Plant Manager