

MEMORANDUM

TO: Village President and Board of Trustees

FROM: Robert O. Barber, Village Administrator

DATE: Wednesday, November 23, 2022

RE: VILLAGE ADMINISTRATOR MATERIALS FOR VILLAGE BOARD MEETING

BOARD MEETING DATE: *Monday, November 28, 2022 at 7:00 p.m.*

A G E N D A

I. PLEDGE TO THE FLAG

II. ROLL CALL

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

IV. VILLAGE CLERK REPORT

V. RECOGNITION OF AUDIENCE

VI. REPORT OF THE VILLAGE PRESIDENT

1. CONSIDER A MOTION BECOMING A MEMBER OF THE SOUTHLAND UNIFICATION PARADE ASSOCIATION. This is the association represented by the gentleman that appeared before the Board at the last meeting. His letter of invitation is enclosed. The annual fee is \$100.

2. CONSIDER A MOTION CANCELLING THE DECEMBER 26TH MEETING OF THE VILLAGE BOARD.

3. GUN STORE OPENING AT 997 DIXIE HIGHWAY (BEECHER PLAZA). The Village President and the Chief met with the owners of this new business last week to discuss security issues pertaining to the business and approved the issuance of a license. The business should be opening around January 3rd.

4. VILLAGE PRESIDENT PARTICIPATES IN A CHICAGO SOUTHLAND CHAMBER OF COMMERCE ROUNDTABLE CONCERNING THE BUSINESS CLIMATE IN EASTERN WILL COUNTY.

5. EASTERN WILL COUNTY TRANSPORTATION MEETING is scheduled for this coming Wednesday at 1:30 p.m. at the Peotone Village Hall. The Will County Executive will be leading this discussion about improving truck routes in this region.

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

1. CONSIDER AN ORDINANCE ADOPTING A TAX LEVY FOR 2022 COLLECTIBLE IN 2023. As was discussed at the last Board meeting, this proposed levy provides for an increase of 4.95% over the previous levy with all of the increase coming from the police protection tax levy. This will result in \$31,580.50 in new dollars to be used to cover the increasing costs of providing police protection in the Village, such as wages, benefits, fuel, and the cost of vehicles.

2. CONSIDER A RESOLUTION AUTHORIZING THE EXPENDITURE OF A.R.P.A. FUNDS PER U.S. TREASURY GUIDELINES FOR THE IMPROVEMENT OF PARKS AND RECREATION IN THE VILLAGE OF BEECHER. This resolution is the culmination of two Village Board workshops on this topic where consensus was reached on how to proceed with the use of the remaining funding that is currently unobligated. Make sure that all of the numbers in the resolution is what we all agreed to at the last workshop. This resolution will formalize our consensus and authorize the parks and recreation committee to move forward with implementation.

3. LABOR ATTORNEY PROVIDES COMMENTS TO FIRST DRAFT OF UPDATED PERSONNEL MANUAL. This 107 page manual covers all personnel rules which are not covered in a collective bargaining agreement. Once staff has vetted all of the attorney's comments it will be provided to the committee and eventually the village board for review and adoption later this Winter.

4. IMRF PENSION FUND EMPLOYER RATE NOTIFICATION. The current rate is 4.57%. Our budget and our five year plan were banking on a 10% rate in the coming years due to the poor economy but we were just notified that the Village continues to be overfunded so they are reducing our rate down to 3.66% for 2023. Pension investments are largely in treasuries and securities so when interest rates rise so does the fund balance. This is very exciting and unexpected news. Please see the enclosed letter.

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

1. CONSIDER A PROPOSAL IN THE AMOUNT OF \$32,670 FROM PIGGUSH ENGINEERING FOR SITE DESIGN OF THE NEW POLICE FACILITY. Three proposals were solicited for this work and one of the firms, Robinson Engineering was not able to meet the timelines for the project in 2023. Baxter and Woodman (\$77,540) and Piggush (\$32,670) were the other two proposals received. The Architect reviewed the two submitted proposals and found some differences but not enough to change the recommendation. Piggush will be increasing its liability limits and testing of contaminated soil will only occur if necessary and as an added cost by architect consultant. Staff is recommending the lower of the two proposals which will save the Village over \$40,000.
2. NEW BOOMER 50 TRACTOR DELIVERED TO PARK and has been placed into service.
3. SALE OF 652 PENFIELD was completed on Wednesday and the funds placed into General. Closing statements are enclosed.
4. COMMITTEE WILL BE MEETING AFTER THIS BOARD MEETING to discuss implementation of the ARPA plan. All are welcome to stay.

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

No report

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

1. CONSIDER AN ORDINANCE ESTABLISHING A POLICE COMMISSION FOR HIRING AND PROMOTION OF POLICE OFFICERS. This ordinance has been vetted by labor counsel and the Village Attorney and is now ready for adoption after all Board comments were received and addressed.
2. CONSIDER A 3-WAY STOP SIGN AT HUNTERS DRIVE AND WINDSCAPE. The Chief's report is enclosed and will be discussed at the meeting.

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

1. SEWER DEPARTMENT MONTHLY REPORT is enclosed for your review.
2. LEAF COLLECTION UPDATE to be provided by the Supt.
3. GOULD STREET WATERMAIN PROJECT UPDATE will be provided at the meeting.

4. PENFIELD S.T.P. PROJECT UPDATE will be provided by the Administrator at the meeting. There has been some changes to the funding that will actually work in the Village's favor and this will be explained at the meeting.

5. REPORT ON FALL HYDRANT FLUSHING PROGRAM is enclosed for your review.

F. ECONOMIC DEVELOPMENT AND COMMUNITY RELATIONS COMMITTEE

- Ben Juzeszyn, Chair, Joe Gianotti

1. RESULTS OF TREE LIGHTING CEREMONY IN FIREMEN'S PARK. This is a reminder that the ceremony is scheduled for 4:30 p.m. Sunday night. Please plan to attend and be there around 4pm to help with set up. We will discuss what worked and what did not at the meeting Monday night.

2. SUMMER CONCERT SERIES UPDATE will be provided at the meeting if there is an update. There was a question as to the exact dates of the concerts next year. Four Saturdays and two Sundays are planned.

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
NOVEMBER 14, 2022 -- 7:00 P.M.**

All present joined in the Pledge to the Flag.

President Meyer called the meeting to order.

ROLL CALL

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

ABSENT: None.

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

GUESTS: Dale Murray, Kevin Tamme, George Schuitema, Eric Gardner and Nathaniel Fields, representative from Southland Unification Association.

President Meyer asked for consideration of the minutes of the October 24, 2022 Board meeting. Trustee Kypuros made a motion to approve the minutes as written. Trustee Tieri seconded.

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

NAYS: (0) None.

ABSTAIN: (1) Trustee Kraus.

Motion carried.

RECOGNITION OF AUDIENCE

Nathaniel Fields, from the Southland Unification Association and a veteran, addressed the Board. His organization wants to have a parade each year a week before school lets out to introduce students to different programs to get them away from televisions and phones. He said he is Jesse White's nephew. He would like towns to submit a proposal to have a parade and end with a carnival or circus to raise money for kids programs. He asked the Village to join and pay a \$100 fee to be a lifetime member.

Clerk McCawley swore in new part-time police officer Kevin Tamme and he was introduced to the Board members by Chief Lemming.

A citizen had questions about being on the Board. Chief Lemming spoke with her to get more information.

CLERK'S REPORT

A report was provided of income received in October, 2022.

REPORTS OF VILLAGE COMMISSIONS

No report for Beautification Commission.

Trustee Gianotti provided a 4th of July Commission update. Budget meeting is December 7th at Village Hall. There will be openings on the Commission due to some upcoming retirements.

Trustee Juzeszyn provided a Youth Commission update. There were 145 attendees to haunted hallway last month. The Youth Commission will be helping out at the Lions Club Breakfast with Santa on December 11th. The next meeting will be held on November 15th.

Trustee Kypuros provided a Historic Preservation Commission update. Next meeting is Wednesday, November 16th at the Depot.

VILLAGE PRESIDENT REPORT

President Meyer provided a report on the Will County Governmental League meeting she and Administrator Barber attended on Friday. A presentation was given at the meeting on DuPage County Children's Museum.

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 made a motion to approve payment of the list of bills in the amount of \$134,168.73 and payrolls for the previous month. Trustee Juzeszyn seconded.

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

NAYS: (0) None.

Motion carried.

RESOLUTION #2022-11 – A Resolution adopting job classifications for Village positions.

Trustee Kypuros made a motion to adopt Resolution #2022-11. Trustee Juzeszyn seconded.

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

NAYS: (0) None.

Motion carried.

It was reported that the updated Personnel Manual has been provided to labor counsel for review and once the next draft is released it will come to the committee for review.

The Board was reminded of the Committee of the Whole meeting occurring after the meeting to discuss the use of ARPA funds.

Trustee Kypuros expressed the need to discuss the upcoming tax levy. The County has announced the CPI is 8.3% which means the Village can levy 5% and up to the total CPI this year, pending a public hearing. Trustee Kypuros asked for consideration of a 4.95% levy to increase the funding of the Police budget to cover increasing costs. Information is for the Board members to think about for the next meeting.

B. PUBLIC BUILDINGS & PROPERTIES, PARKS & RECREATION COMMITTEE

The asphalt and sealcoating work in Firemen's Park has been completed.

Administrator Barber reported we are waiting on the County for the status of the HVAC grant that was applied for.

The Board discussed a proposal to purchase a 2022 Boomer 50 tractor and trading in the 2016 Boomer 41 tractor at DeJong Equipment for a net cost of \$24,000. The current unit will need to be repaired to get a trade in value. Superintendent Conner explained how the money was freed up for this project. Trustee Gianotti made a motion to approve purchase of a 2022 Boomer 50 tractor and trade in the 2016 Boomer 41 tractor at DeJong Equipment for a net cost of \$24,000. Trustee Stacey seconded.

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

NAYS: (0) None.

Motion carried.

The Board also discussed an extended warranty for the 2022 Boomer 50 tractor. Trustee Gianotti explained the options and recommended the full 5,000 hours/60 month warranty, Premier Protection Plan. A question was raised as to whether warranty is for 5,000 hours or 7,500. This will be clarified with the dealer. Trustee Gianotti made a motion to approve an extended warranty, Premier Protection Plan, with DeJong Equipment for the 2022 Boomer 50 tractor in the amount of \$1,676 and \$0 deductible. Trustee Kraus seconded.

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

NAYS: (0) None.

Motion carried.

C. PLANNING, BUILDING AND ZONING COMMITTEE

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

The November and December Planning and Zoning Commission meetings will not be held unless a petition is received. The next regularly scheduled PZC meeting is Thursday, January 26th.

D. PUBLIC SAFETY COMMITTEE

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

Trustee Tieri thanked everyone for their hard work and votes regarding the public safety facility referendum. Chief Lemming said officers are thrilled that the referendum passed and are looking forward to a better place to work. It will also help with officer recruitment.

The Board considered the purchase of a new radio system for the EMA as required for P25 compliance using the same network as the Police Department at a one-time cost of \$5,000 for equipment and \$780 usage fees. The EMA Director has secured six portables and four used Motorola Starcomm radios from DuPage County to be in compliance with Will County dispatching requirements. The \$5,000 is coming from \$27,000 in grant funds to be received from Laraway Communications Center. EMA Director Heim explained problems in the past with communications. EMA is currently using borrowed radios from Will County but the County could ask for the radios back at any time. Radios can also be used as backups by the Police Department if needed. Trustee Tieri made a motion to approve a new radio system for the EMA as required for P25 compliance using the same network as the Police Department at a one-time cost of \$5,000 for equipment and \$780 usage fees. Trustee Stacey seconded the motion.

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

NAYS: (0) None.

Motion carried.

The status of a request for a 4-waystop at Hunters and Windscape was provided by Chief Lemming. Police are still conducting a traffic study at that location with an unmarked car and still compiling the numbers. Information should be available at the next meeting.

The results of Halloween patrols were provided by Chief Lemming. There were three haunted police vehicles. It was a busy night with the kids. Chief Lemming and Trustee Tieri had their own costumes for Halloween. The night went well.

Trustee Tieri reported on the Police Commission ordinance that has been drafted and codified by the Attorney. Chief Lemming and Administrator Barber will go through the ordinance in detail. Board members were asked to let them know if they have any additional changes.

E. PUBLIC WORKS COMMITTEE

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

The water billing register for the months of September and October were enclosed in the packet for review. The billed to pumped ratio has gotten worse again in the last two months due to several watermain breaks, fall flushing and the water tower valve failure over Labor Day weekend.

The Gould Street watermain project restorations and other issues remain before final inspection and payment approval can occur. Still working with the contractor on outstanding issues.

Superintendent Conner provided curb, sidewalk and asphalt restoration updates. Concrete work has been completed but restoration work still needs to be done. Some asphalt work needs to be completed and should be done in the next week.

Leaf collection is ongoing. Last pass for leaf collection will be the week of November 28th.

Salt bids have been secured as the Public Works Department prepares for their snow removal plan for 2022/2023. There are several new employees so there will be snow plow training this year.

Trustee Kraus made a motion to approve a proposal in the amount of \$9,000 to draft a wellhead source protection plan and survey as required by the IEPA. The IEPA is making these updates mandatory for small water systems by July 26, 2023. This will be paid out of next fiscal year's budget. Trustee Kypuros 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 Board discussed the results of the public safety facility referendum. The referendum passed, 57% were in favor. The project is now turned over to the Buildings and Public Properties Committee.

The fall newsletter has been mailed to residents.

A November 27th tree lighting event update was provided. The event is 4:30-7 p.m. with a light parade held in Firemen's Park, tree lighting and Santa will be present. The 4th of July Commission will be serving free food at the event, churches will serve hot cocoa, soda and cookies. Some Village vehicles will be included in the light parade. Washington Township is donating \$1,000 to help for decorations. There will also be a reindeer food station and 50/50 raffle for Hometown Heroes event. Porta-johns will be made available.

A 2023 summer concert series update was provided. The Committee held a meeting last month. Washington Township agreed to donate \$10,000 towards the 2023 concert series. The Committee is beginning to book bands.

The Village has received a Certificate of Community Partnership from the USEPA for efforts in promoting and using green power in the Village. Two road signs will be going up on Route #1 later this week.

G. OLD BUSINESS

None.

I. NEW BUSINESS

None.

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

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

NAYS: (0) None.

Motion carried.

Meeting adjourned at 7:57 p.m.

Respectfully submitted by:

Janett McCawley
Village Clerk

**MINUTES OF THE
FINANCE AND ADMINISTRATION COMMITTEE
OF THE VILLAGE OF BEECHER
HELD AT THE BEECHER VILLAGE HALL,
625 DIXIE HIGHWAY, BEECHER, ILLINOIS
NOVEMBER 14, 2022 – 8:10 P.M.**

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 and Chief Terry Lemming.

GUESTS: None.

The Board held a discussion on the options for use of the remaining ARPA funds, in the amount of \$315,000. After discussion, the following items were agreed upon and staff authorized to proceed under the direction of the Public Buildings and Properties, Parks and Recreation Committee:

\$115,000 Set aside for improvements to the old Beecher High School tennis courts located at 538 Miller Street, which may include pickle ball, basketball and soccer practice courts. Discussions will need to be held with the School District and an intergovernmental agreement executed.

\$6,000 To replace decking and re-coat the pedestrian footbridge over Trim Creek between the Elementary School property and Firemen's Park.

\$50,000 For an addition to the existing playground in Firemen's Park.

\$5,000 To replace the main electrical panels in Firemen's Park behind field #1.

\$60,000 To provide lighting around the pathway in Firemen's Park which shall include the splash pad area.

\$19,000 For park benches and seating areas in Firemen's Park first focusing on the splash pad area and then around the walking path.

\$20,000 To be provided for improvements to Welton Stedt Park.

\$40,000 To be provided to repair and maintain existing parks throughout the community, such as a new slide for Hunter's Chase Park.

In addition to above \$20,000 ARPA funds for improvements to Welton Stedt Park, \$80,000 in Welton Stedt Park escrowed funds will be used as follows:

- Remove the two south fields and all concrete and repurpose the south half of the Park for soccer.
- Install a maintenance building sufficient to house needed on-site maintenance equipment and to purchase this equipment for use.
- Improve the playing surfaces of the two north ball fields which are currently in ag lime.
- Install a playground in Welton Stedt Park.

All of the above projects must be completed no later than November 1, 2023. All remaining funds after completion of the above will be considered for use by the Village Board in November, 2023. All ARPA funds must be expended by December 30, 2024.

There being no further business, President Meyer asked for a motion to adjourn. Trustee Juzeszyn 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 9:47 p.m.

Respectfully submitted by:

Janett McCawley
Village Clerk

Good Evening City Council Members,

Thank You for the opportunity to stand before this council, to discuss an opportunity to bring a never before discussed, or mentioned concept to your city, and the greater Chicago Southland. Our Organization is called S.U.P.A (Southland Unification Parade Association). BWS, Building with Services is our parent company. As the name implies we are here to talk about the possibility of having an annual Parade in one of the 42 cities in our County Southland. Any city that would like to host the parade would send S.U.P.A a proposal that would highlight things needed in your city. Also give a detailed plan for the parade route, security, parking, and after parade events. (We would like each city to either have a carnival, concerts, or circus, with vendors) at the end of the parade route. Imagine for a moment Television broadcast with commercial revenue, sponsors, grants, scholarships, etc. Unlike the Bud Biliken parade, The Southland Parade will take place prior to the end of the school year. Thus introducing kids to summer camps, & summer programs, sports camps, trade & military schools, & internship opportunities.

The Parade, and accompanying events will bring millions of dollars to the host city, and also bring monies to financially strapped cities in the southland. Those funds will be allocated for programs highlighted in their proposals only. Also imagine 42 Police chiefs being able to, with one phone call contact 41 other chiefs, allowing police to thwart criminal plans from inception. Imagine the Fire Chiefs with the same potential in fighting fires with lifesaving & life sustaining potential. The parades would consist of each municipalities, Mayors, police & fire, High school bands & organizations, youth organizations, etc. S.U.P.A. will also judge the floats awarding the best float. Understanding this is a city council meeting & not the shark tank. We would like to welcome you to The Southland Unification Parade Association, to help bring the Southland on the map & out of the shadow of the city of Chicago. Thank you for your consideration.

Southland Unification Parade Association llc {S.U.P.A}

Building With Services llc.{B.W.S} Aff.
Roll-Call (Youth) services nfp.

Sept. 23. 2022

Dear Recipient:

Greetings. My name is Nathaniel Fields Sr.


This transmission is in response to a request to answer questions pertaining to the purpose, mission & requirements of S.U.P.A.

In plain Layman terms, We have comprised a great group of individuals who will set off a chain of events that will directly & indirectly affect (positively) the lives of all citizens in the greater Southland of Chicago. We currently are set to attend 42 city council meetings within these 42 cities. Oh yes, we are talking about a parade. Not just any parade, but a parade that will overshadow the great Macy's Parade in New York. This parade, unlike the Bud Billiken in Chicago Illinois. Will take place when children are set to end the school year. Therefore introducing them to a plethora of summer events such as: Summer schools, summer camps, sports camps, rite of passage camps, internships, apprenticeship programs & summer work programs. These programs will divert the minds of the children enrolled from their cell phones to worthwhile objectives. The cities vying to host the parade will submit a parade proposal request to S.U.P.A. Which will be comprised of parade routes, security measures, any CDC requirements, Parking & after parade events, which are mandatory. There must be a carnival, Circus, Concert with farmers markets & many vendors. The cities will enter the parade with a \$100 entry fee. Each city will be represented by city officials, police, fire, high schools, & youth organizations etc. Floats will judged for the best float award. Imagine for a moment the potential that this kind of parade brings with it. Sponsorships from corporate businesses, Grants, Scholarships, donations of all kinds, then there are the television commercials. This event will be on par with professional sport events on television. Bringing in millions for 30 second commercials. With the host city raking in anywhere from 3-5 million dollars, also receiving funding to pay their staff for the days labor. This would help cities that are finding it hard to make their budgets. Also each city would be welcome to submit programs that would help them to better serve their constituents. Thus receiving monies to cover cost for programs not in their budgets. The possibilities are endless. But, the goal that I look forward to achieving is to bring the crime rate down as close to zero as possible. Imagine again 42 police chiefs in contact by one phone call, allowing crime no window of escape. The same for 42 fire chiefs fighting fires.

My Contact number is (708) 527-5480 E-mail djnation1@yahoo.com P.O. Box 347
South Holland Illinois 60473

MEMORANDUM

TO: Finance and Administration Committee

FROM: Robert O. Barber, Village Administrator 

DATE: 11/14/2022

RE: **TAX LEVY FOR 2022 COLLECTIBLE IN 2023**

It is time once again to consider and approve a tax levy. The CPI this year is 8.3% so the County will accept any operating levy increase up to 5%. The Finance Chair wishes to discuss the increasing of the police protection tax by 4.95% and commit all of the funding to police protection. This will increase funding for police by \$31,580.50 to pay for such things as increases in wages and benefit costs, increased price of fuel, and our commitment to replace vehicles in our patrol fleet.

This will increase the total levy for police protection from \$136,782 to \$168,362. The total budget for the police department is \$1,822,239. So, property taxes, even with this increase, are paying for only 9.2% of the total police budget.

ORDINANCE # _____

**VILLAGE OF BEECHER
WILL COUNTY, ILLINOIS**

**AN ORDINANCE FOR THE LEVYING AND ASSESSING OF TAXES FOR THE
VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS,
FOR THE FISCAL YEAR OF SAID VILLAGE COMMENCING
MAY 1, 2022 AND ENDING APRIL 30, 2023.**

**Adopted by the Board of Trustees
of the Village of Beecher on _____.**

**Published in Pamphlet form after due notice
and public hearing by the Office of the
Village Clerk on _____.**

ORDINANCE NO.

**VILLAGE OF BEECHER
WILL COUNTY, ILLINOIS**

**AN ORDINANCE FOR THE LEVYING AND ASSESSING OF TAXES FOR THE
VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS,
FOR THE FISCAL YEAR OF SAID VILLAGE COMMENCING
MAY 1, 2022 AND ENDING APRIL 30, 2023**

BE IT ORDAINED by the President and Board of Trustees of the Village of Beecher, Will County, Illinois:

Section 1:

For the purpose of defraying all necessary expense and liabilities of the Village for the fiscal year commencing May 1, 2022 and ending April 30, 2023, a tax for the following sums or so much thereof as by law may be authorized, be and the same is hereby levied against all taxable property in the Village according to 65 ILCS 5/8-3-1 for the following purposes, to-wit:

I. GENERAL CORPORATE PURPOSES

A. Village President and Board of Trustees Levied

Departments of Administration & Inspectional Services

Salary of Village President	\$ 1,500.00
Salary of Village Administrator	21,000.00
Salaries of Members of Board of Trustees	4,200.00
Salary of Village Clerk	1,300.00
Salary of Village Treasurer	1,300.00

Accounting	200.00
Full-Time Salaries	11,500.00
License Tags and Permits	300.00
Legal Services	5,500.00
Printing	1,000.00
Office Supplies and Postage	1,200.00
Publication and Dues	500.00
Circuit Court Expenses	100.00
Conventions, Seminars and Meetings	2,000.00
Commissioners and Planning	300.00
Auditing (From Special Tax Levy)	
Bonds	100.00
Contingencies	1,000.00
IMRF and Social Security (from Special Tax Levy)	<u>-0-</u>
	—
Total Department of Administration	\$ 53,000.00

B. DEPARTMENT OF POLICE

Salary of Police Chief	\$ 21,000.00
Salaries of Full-Time Policemen	106,000.00
Overtime of Full-Time Policemen	2,400.00
Salaries of Part-Time Policemen	7,000.00
Uniform Allowance for Police Officers	1,000.00
Maintenance of Police Equipment	2,000.00
Maintenance of Police Squad Cars	3,000.00
Gas and Oil for Squad Cars	4,000.00
Police Communications & Dispatching	23,000.00
Supplies	1,000.00
Training of Police Officers	1,000.00
IMRF & Social Security (from Special Levy)	
	-0-
Health Insurance	15,000.00
Communications and Telephone	<u>1,418.00</u>
Total Department of Police	\$187,818.00

C. DEPARTMENT OF STREETS AND ALLEYS

Full-time Salaries	\$21,000.00
Overtime	1,000.00
Health Insurance	2,000.00
Maintenance of Vehicles and Equipment	2,000.00
Street Lighting	48,000.00
Maintenance Supplies for Streets	10,000.00
Gasoline and Oil	3,000.00
Total Department of Streets and Alleys	\$87,000.00

D. DEPARTMENT OF PUBLIC BUILDINGS & PROPERTY

Maintenance of Village Hall	\$ 1,000.00
Operating Expenses of Village Hall	500.00
Liability, Property, Unemployment & Workmen's	
Comp. Insurance (From Special Levy)	-0-
Maintenance & Repairs to Village Garage	1,000.00
Supplies	1,000.00
Contingencies	<u>500.00</u>
Total Department of Public Property	\$ 4,000.00

TOTAL GENERAL CORPORATE PURPOSES	\$ 331,818.00
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II FROM SPECIAL TAX LEVIES

A. MUNICIPAL AUDITING TAX

As provided by Illinois Revised Statutes,

65 ILCS 5/8-8-8, For Auditing and

Funds and Accounts of the Village Public Accounts \$ 7,638.00

Total Municipal Auditing Tax **\$ 7,638.00**

A. ILLINOIS MUNICIPAL RETIREMENT FUND & SOCIAL SECURITY

As provided by Illinois Revised Statutes,

40 ILCS 5/7-171, for IMRF & Social Security

For IMRF **\$61,100.00**

For Social Security **\$59,891.00**

C. LIABILITY, PROPERTY DAMAGE, WORKMEN'S COMPENSATION & UNEMPLOYMENT INSURANCE

Costs of Workmen's Compensation, Liability,

Property Damage, Unemployment Insurance for the

Village of Beecher, per Illinois Revised Statutes,

745 ILCS 10/9-107:

Cost of Liability, Property Damage, Workmen's

Compensation and Unemployment Insurance \$39,671.00

Total Liability, Property Damage, Workmen's

Compensation & Unemployment Insurance **\$39,671.00**

C. POLICE PROTECTION TAX

As provided by 65 ILCS 5/11-1-3 of
the Illinois Revised Statutes or Police protection
for the Village of Beecher

\$167,362.00**Total Police Protection Tax****\$167,362.00**D. EMERGENCY SERVICE AND DISASTER

As provided by Illinois revised Statutes,
65 ILCS 5/8-3-16:

\$ 1,090.00**Total Emergency Service and Disaster****\$ 1,090.00**E. BOND AND INTEREST FUND

Bond and Interest

\$88,460.00**Total Bond and Interest Fund****\$88,460.00**

TOTAL BY FUNDS

General Corporate Purposes	\$331,818.00
Municipal Auditing Fund	7,638.00
Illinois Municipal Retirement Fund	61,100.00
Social Security Fund	59,891.00
Liability, Property Damage, Workmen's	
Compensation & Unemployment Insurance	39,671.00
Police Protection Tax	168,362.00
Emergency Service & Disaster	1,090.00
Bond and Interest Fund	<u>88,460.00</u>
TOTAL ALL FUNDS	\$758,030.00

Section 2:

That said sum of Seven Hundred Fifty Eight Thousand and Thirty Dollars (\$758,030.00) is hereby levied and assessed for the above items which have been heretofore appropriated by ordinance of the President and Board of Trustees of the Village of Beecher.

Section 3:

That this ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed this _____ day of _____, 2022.

Ayes: _____ Nays: _____ Absent: _____

Approved: _____
Village President

Attest:

Village Clerk

State of Illinois)

County of Will)

Certification

Village of Beecher)

The undersigned, being duly sworn, deposes and states that she hereby certifies that she is the duly appointed and Acting Village Clerk of the Village of Beecher, Will County, Illinois; that she has the care, custody and control of the records, including ordinances and resolutions passed by said Village.

That the attached is a true, correct and compared copy of the ordinance for the levying and assessing of taxes for the Village of Beecher, Will County, Illinois, for the fiscal year of said Village commencing May 1, 2022 and ending April 30, 2023.

That this certificate is made pursuant to the requirements of law and for the purpose of filing with the County Clerk of Will County, Illinois, for the levy of taxes for the tax year 2022/2023 collectible in 2023.

Witness my hand this _____ day of _____, 2022.

Village Clerk

RESOLUTION # _____

A RESOLUTION AUTHORIZING THE EXPENDITURE OF A.R.P.A. FUNDS PER U.S. TREASURY GUIDELINES FOR THE IMPROVEMENT PARKS AND RECREATION IN THE VILLAGE OF BEECHER

WHEREAS, the Village of Beecher was awarded \$604,000 from the State of Illinois through the U.S. Treasury Department in 2021 as reimbursement for revenue loss; and

WHEREAS, the Village's allotment of funds was below the \$10 million cap of revenue loss recognition which allows the Village to use the funds for any corporate purpose as approved by motion of the Village Board; and

WHEREAS, the Village Board adopted a policy of placing all ARPA funds into escrow and requiring a separate motion of the Village Board to authorize an expenditure of these funds; and

WHEREAS, the Village board previously approved by motion the placement of \$230,000 in ARPA funds to the watermain replacement account for the payment of its portion of the Gould Street watermain replacement project and requiring a "due to" on the Watermain Account to the ARPA escrow fund to repay those funds back to ARPA; and

WHEREAS, the Village Board also approved \$70,000 in ARPA funds to pay for a new LED sign in front of the Village Hall; and

WHEREAS, the Beecher Village Board held two workshops on September 12th and November 14th under a committee of the whole meeting to discuss various options of the expenditure of \$315,000 in funds currently remaining; and

WHEREAS, the Village Board came to a consensus as to how to spend the remaining funds;

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE President and board of Trustees of the village of Beecher, Will County, Illinois that the following actions are hereby authorized to proceed by Village staff under the direction of the Public Buildings and Properties, Parks and Recreation Committee:

\$115,000 set aside for improvements to old Beecher School District 200U tennis courts located at the high school, 538 Miller St., which may include pickle ball, basketball and soccer practice courts and facilities per an intergovernmental agreement with the school district.

\$6,000 to replace decking and re-coat the pedestrian footbridge over Trim Creek between the elementary school property and Firemen's Park.

\$50,000 for an addition to the existing playground in Firemen's Park.

\$5,000 to replace the main electrical panels in Firemen's Park behind Field #1.

\$60,000 to provide lighting around the pathway in Firemen's Park which shall include the splash pad area.

\$19,000 for park benches and seating areas in Firemen's Park first focusing on the splash pad area and then around the walking path.

\$20,000 to be provided for improvements to Welton Stedt Park

\$40,000 to be provided to repair and maintain existing parks throughout the community, such as a new slide for Hunter's Chase Park.

This brings the total amount of ARPA funds allocated to \$315,000.

THEREFORE ALSO BE IT RESOLVED that the use of \$80,000 in Welton Stedt Park Escrowed funds and the \$20,000 in ARPA funds shall be used accordingly:

1. To remove the two south fields and all concrete and re-purpose the south half of the park for soccer.
2. To install a maintenance building sufficient to house needed on site maintenance equipment and to purchase this equipment for use.
3. To improve the playing surfaces of the two north ball fields which are currently in ag lime.
4. Install a playground in Welton Stedt Park.

The completion of these projects are critical to the needs of the community and shall be completed as soon as possible but by no later than November 1, 2023. All remaining funds after completion of this list will be considered for use by the Village Board in November, 2023. All ARPA funds must be expended by December 30, 2024.

Approved by motion this _____ day of _____, 2022.

MOTION: _____ SECOND: _____

AYES: _____ NAYS: _____ ABSENT: _____

APPROVED BY ME THIS _____ DAY OF _____, _____.

Marcy Meyer
Village President

ATTEST:

Janett McCawley
Village Clerk

Date

(SEAL)



Final Notice of Illinois Municipal Retirement Fund Contribution Rate for Calendar Year 2023

Date November 2022

Employer name VILLAGE OF BEECHER

Employer No. 04725

The contribution rates on earnings paid by your participating governmental unit to IMRF members are shown below. The Illinois Pension Code provides that the employer is responsible for remitting both employer and member contributions to IMRF along with the related deposit report according to prescribed due dates.

IMRF contributions must be paid on the earnings of all employees working in participating positions. Your employer contribution rate on member earnings is based upon actuarial costs for retirement, supplemental retirement, death, and disability benefits. The actuarial formula is specified in the Illinois Pension Code. Member contributions are specified in the Illinois Pension Code and help to meet the cost of future retirement benefits.

Participating governmental units with taxing powers are authorized by the Illinois Pension Code to levy a special IMRF tax for payment of employer IMRF contributions. However, this levy may be used only for employer payments. It may not be used for payment of IMRF member contributions. These must be paid out of the same fund from which the employee IMRF earnings are paid. Interest charges are assessed on any late payments. Refer to Section 4 of the IMRF Manual for Authorized Agents for interest charge procedures. If you have any questions, please contact the IMRF Employer Account Analyst at 1-800-ASK-IMRF.

Brian Collins, Executive Director

IMRF Contributions Regular

Member Contributions (tax-deferred)	4.50%
Employer Contributions	
• Retirement Rate	
Normal Cost	4.86%
Funding Adjustment <over> under	< 2.11%>
Net Retirement Rate	2.75%
• Other Program Benefits	
Death.....	0.19%
Disability.....	0.10%
Supplemental Benefit Payment.....	0.62%
Early Retirement Incentive	0.00%
• TOTAL EMPLOYER RATE	3.66%

Robert Barber

From: James Maciejewski <jim@jmaarchitects.com>
Sent: Monday, November 21, 2022 1:14 PM
To: Robert Barber
Cc: Joseph Gianotti; Matthew Conner; Wayne Babiak
Subject: RE: JMA Wayne's initial comments RE: TWO PROPOSALS FOR ENGINEERING SITE

Good afternoon Bob,

There are some differences/comments with these proposals that should be considered prior to moving forward –

1. Both proposals indicate that they include (9) borings taken to a 15' depth. We typically request borings for the building to a depth of 30 feet. So at least some of the borings, maybe 4 out of 9, should be taken to 30' in the building footprint area.
2. The B&W proposal contains costs for soil analysis to prepare a form 663 for soil export from the site as required by law. The Piggush proposal does not contain this service. B&W values this service as \$8,718.00.
3. The B&W proposal includes fees for project management (item 11 on page 4). The Piggush proposal does not appear to include services for project management. I would ask B&W to break this cost out, as those services may not be required.
4. The Piggush proposal contains a limitation of liability equal to the amount of their fee. I would advise the Village to consider this clause carefully. This type of limitation is typically not accepted. The B&W proposal lists their insurance limits, which is typical.

These are my first pass comments. I will review further, but I do not find these two proposals to be apples-to-apples.

Sincerely,
Jim

From: Wayne Babiak <wayne@jmaarchitects.com>
Sent: Tuesday, November 15, 2022 5:41 PM
To: Robert Barber <rbarber@villageofbeecher.org>; James Maciejewski <jim@jmaarchitects.com>
Cc: Joseph Gianotti <JGianotti@villageofbeecher.org>; Matthew Conner <MConner@villageofbeecher.org>
Subject: JMA Wayne's initial comments RE: TWO PROPOSALS FOR ENGINEERING SITE

Hi Bob,

Thanks for sharing the proposals. Doing a quick look at both of them, it appears that both have overall the same scope of services.

Regarding Piggush, looks like they have included in their fee to even handle to bidding portion. Did not see that in B & W's proposal..seems like they implied that they would give their documents to us as the architect to issue and prepare the bid forms..their Item 10. We can do this.

Both have geotechnical work (soil boings) along with site survey work in their proposals.

Both indicate preparation of drawings and specification related to civil work..each seems to indicate it a little differently... See B & W item 11. Piggush indicated site engineering design and Project Bid Specifications and Coordination breakdown.

Piggush had a schedule of printing costs. Did not see specifics for B & W.

Again, both of them in my opinion have equal items covered.

This is also being forwarded onto Jim who is out of town, but generally checks his emails. He may have more comments.

We have never worked with Piggush before. I went to their website and Piggush has done work out South of Beecher..perhaps not to the extent of B & W. You might want to check out some of their references.

I am emailing my comments to you this evening. I will be back in the morning, so call me to discuss further.

JMA Architects,

Wayne Babiak
708.339.3900

From: Robert Barber <rbarber@villageofbeecher.org>

Sent: Tuesday, November 15, 2022 3:49 PM

To: Wayne Babiak <wayne@jmaarchitects.com>; James Maciejewski <jim@jmaarchitects.com>

Cc: Joseph Gianotti <JGianotti@villageofbeecher.org>; Matthew Conner <MConner@villageofbeecher.org>

Subject: TWO PROPOSALS FOR ENGINEERING SITE

I have received two proposals for the engineering of the site for the police station and wish to award a contract right away to get the grades and borings before the snow sticks. Please review and let me know if either one is acceptable to the architect for design. Both proposals take the project to bid. Piggush is moOre than \$40,000 less than the B+W proposal for what looks like the same work. Please advise.

Robert O. Barber
Village Administrator
Village of Beecher
708-946-2261

November 15, 2022

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

Subject: Village of Beecher – Police Department Site Improvements

Dear Mr. Barber:

Baxter & Woodman, Inc. appreciates the opportunity to assist the Village with Preliminary Engineering for the construction of the Police Department Site Improvements. This proposal outlines our scope of services and fee.

PROJECT UNDERSTANDING:

This Project will consist of the preliminary engineering services required to prepare design plans, specifications, and bidding documents.

The project will utilize Local funding.

SCOPE OF SERVICES:

1. EARLY COORDINATION AND DATA COLLECTION

- A. *Data Collection:* Obtain, review, and evaluate the following information provided by the Village for use in design:
 - 1) Existing drawings, plans, atlases, plats, permit applications, and reports
 - 2) Previously completed studies and models
 - 3) Relevant planning documents
 - 4) Available aerial photography
 - 5) Geotechnical Reports
 - 6) Architectural Plans
 - 7) Plats of Survey
- B. *Field Evaluation:* Perform a field evaluation of the condition of existing conditions. Observe and photograph the project area and immediate surroundings.

2. TOPOGRAPHIC SURVEY

Topographic Survey: Perform topographic survey within the site boundary and up to 50 feet beyond the site boundary. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls.

3. MEETINGS

Meetings: The following meetings are anticipated for this project:

- Village and Architect: Initial geometric review using preliminary geometric plans from the Architect
- Village and Architect: 60 percent design review
- Village and Architect: 90 percent design review

4. GEOTECHNICAL

Geotechnical Report: Utilize Soil and Material Consultants, Inc. to collect 15-foot borings. Provide analysis and recommendations, including subgrade, in a soils report in accordance with IDOT guidelines. Baxter & Woodman will provide a boring and core location map prior to this work. (9 borings estimated).

5. PERMITTING

- A. Submit an endangered species consultation request to the Illinois Department of Natural Resources.
- B. Submit an historic preservation consultation request to the Illinois Historical Preservation Agency.
- C. Submit an application to the Illinois Environmental Protection Agency Division of Water Pollution Control for coverage under the NPDES Phase II ILR10 permit for construction site runoff.

6. PRELIMINARY SITE INVESTIGATION (PSI)

Prepare a Preliminary Site Investigation (PSI), which includes a preliminary review of the Screening Report, project background, review of the proposed engineering improvements, field investigation, and preparation of PSI report. The PSI field soils investigation will include installation of ten soil borings to a maximum depth of six feet at the project site. One soil sample will be collected at each soil boring location and submitted to a laboratory for analysis for BTEX, PNA, RCRA Metals, SPLP Metals analysis, and pH. A field geologist/engineer will field screen soils with a photoionization detector and prepare a field log of the soils encountered and observed during installation of each soil boring. Preparation of the PSI Report includes description of project background, field soils investigation, soil sampling methods, soils data analytical results, soils investigation findings, and recommendations for management of excavated soils during construction activities. Exhibits, Figures, Data Tables and soil boring logs will be included in the PSI Report.

Based on the findings of the PSI Report, prepare CCDD LPC-663 soil certification forms for disposal of excavated soils at a CCDD facility as appropriate. If regulated soils are encountered, which require management as special waste, additional characterization of soils for disposal as non-special waste at a licensed disposal facility will be necessary.

7. ENGINEERING ANALYSIS AND DESIGN

A. PRELIMINARY SITE PLAN - Provided by the Architect

B. ENGINEERING PLANS

- 1) Develop base sheets of natural and man-made features from topographic survey data.
- 2) Indicate the location of all utilities that can be obtained from the best available records, including utility company atlases.
- 3) Prepare Design Documents consisting of Drawings showing the extent and character of construction work to be furnished and performed by the Contractor(s) selected by the VILLAGE and Specifications, which will be prepared in conformance with jurisdictional requirements and best design practices.
- 4) Prepare CADD-generated final engineering plan sheets that indicate the proposed layout of design elements. These sheets are to include geometric plan, grading plan, utility plan, stormwater pollution prevention plan, general notes and typical sections, and construction details.
- 5) Deliver partially completed (approximately 60 percent) final engineering plan sheets and specifications to the Village and Architect to review and coordinate major design components.
- 6) Complete two revisions to plans, per Village, based on topics discussed at the 60 percent and 90 percent design meetings.

C. ENGINEERING SPECIFICATIONS - The contract specification will be prepared in conformance with Motor Fuel Tax guidelines.

D. STORMWATER CALCULATIONS AND REPORT

- 1) Prepare storm sewer calculations and design to accommodate the 10-year runoff from the site, directing it into the proposed on-site detention pond.
- 2) Prepare overland flow route calculations and design to direct the 100-year runoff from the site into the proposed on-site detention pond.
- 3) Prepare detention pond calculations and design to store the 100-year, 24-hour runoff and release it in accordance with Will County and Village requirements, connecting the outlet to the existing adjacent detention pond in the Castle Town Subdivision.

E. ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

- 1) Prepare earthwork quantities to determine the amount of material that needs to be excavated and disposed of offsite, as well as the amount of material that needs to be imported to construct the proposed infrastructure.
- 2) Prepare a summary of quantities of proposed work items within the Final Engineering plans.

3) Prepare an Opinion of Probable Costs (OPC) for the Project.

- F. LIGHTING REVIEW - For the Police Department parking lot lighting plans; review photometric calculations, general lighting layout, lighting plans, and electrical details for conformance to IESNA (Illuminating Engineering Society of North America) standards/guidelines, NEC (National Electric Code), and the requirements of the local municipality.

8. UTILITY COORDINATION

Contact JULIE to identify utilities that have facilities along the project limits. Request utility atlas maps, plot locations, and sizes of existing utilities in electronic drawings. Submit preliminary and final plans to utility companies so conflicts and relocation efforts can be identified. Provide ongoing reviews of permitting and utility relocation efforts as requested by the Village. Prepare "Status of Utilities to be Adjusted" special provision in accordance with IDOT District 1 requirements, which provides the contractor with the duration of utility relocation work, status of utilities to be watched and protected within the project limits, and pertinent information for the contractor to develop a work schedule to meet the requirements for the project.

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

10. ASSIST BIDDING

- A. Provide civil engineering bid documents to the Architect for their use in preparing bid packages.
- B. Respond to requests for information during the bidding process and assist with preparation of up to 2 addenda.

11. PROJECT MANAGEMENT

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

Deliverables: The following is a list of anticipated final deliverables to the Village for this project:

- A. Full-sized Preliminary Geometric Control Plan
- B. Full-sized Final Engineering Plans
- C. Preliminary Engineer's Opinion of Probable Costs
- D. Final Stormwater Calculations and Report

E. Preliminary Site Investigation Report

ENGINEERING FEE

Our engineering fee for the above stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including travel costs which in total will not exceed **\$77,540.00**. This engineering fee includes \$6,005 in geotechnical studies and \$8,718 in preliminary site investigation studies.

If our proposal is acceptable to you, **please indicate by signing below and returning a copy to our office.** The attached Standard Terms and Conditions apply to this proposal.

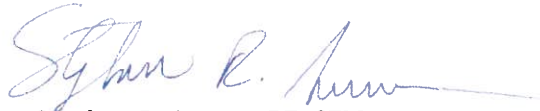
We appreciate the opportunity to work with the Village. If you have any questions, or require additional information, please contact Tom Slattery at 815.444.3298 or tslattery@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Jason J. Fluhr, PE
Vice President of Transportation



Stephen R. Amann, PE, CFM
Client Manager – Beecher

C: Tom Slattery PE, Baxter & Woodman, Inc.

VILLAGE OF BEECHER, ILLINOIS

ACCEPTED BY: _____

TITLE: _____

DATE: _____

STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("BW"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility - Provide BW with all criteria and full information for the "Project", which is generally otherwise identified in the Letter Proposal. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitutes BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) BW is not acting as a municipal advisor as defined by the Dodd-Frank Act. BW shall not provide advice or have any responsibility for municipal financial products or securities; (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$10 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$5 million aggregate
Automobile Liability:	\$1 million combined single limit		

In no event will BW's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BW's under this Agreement. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages (“Losses”) arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BW; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner’s, or Owner’s officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other’s employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BW and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days’ written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BW, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All BW documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BW to Owner pursuant to this Agreement) are instruments of service and BW retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW’s design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW’s design documents is prohibited and Owner shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney’s fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BW’s document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BW to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party’s non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.



**PIGGUSH
ENGINEERING**

Engineering Proposal

Village of Beecher

625 Dixie Highway, PO Box 1154
Beecher, IL 60401
708.946.2261

Police Department Site Improvements

West Church Road
Beecher, IL 60401
November 8, 2022

**SHAPING THE WORLD
AROUND US.**

Dear Barber,

Piggush is a client-focused civil engineering team. Our approach to every project, no matter the type of location, leverages our experience as infrastructure experts. Whether it's modernizing a crumbling site or starting from a blank sheet of paper, Piggush Engineering offers a full range of civil engineering services to design and develop projects of all shapes and sizes. The landscape—whether it's physical, regulatory or technological— is always changing. Because of this we are well prepared and well informed to adjust and adapt accordingly. We balance proven engineering principles with fresh, future focused thinking.

From grant writing to design to implementation—whether it's environmental, industrial, rural or urban— Piggush Engineering is all about solving problems and making our world a better place to live.

We pride ourselves on providing unmatched client service. We not only answer the call when called upon, we jump through hoops and navigate any red tape necessary to help expedite the process and avoid frustrating and costly roadblocks.

The enclosed proposal is based on our understanding of your project needs. If the proposal meets with your approval, please digitally sign on the final page. We look forward to the opportunity to work with you on the Police Department Site Improvements.

Very Truly Yours,

Neil Piggush, PE, CFM

President

PIGGUSH ENGINEERING, INC.



Description of Project

Scope of Work

Piggush Engineering will provide the following professional design services to design drawings and specifications that meet the requirements of the Police Department Site Improvements. The following is a summary of our Professional Services.

Boundary/Topographic Survey

Piggush Engineering will perform boundary and topographic surveying services in order to survey the existing subject site/project area(s) and necessary surrounding areas in order to facilitate generation of project plans. The fieldwork will include, but not be limited to, collecting all pertinent and necessary grades, utilities, etc. in order to facilitate the proposed project design. The location of any and all existing utilities, such as drainage tiles, private sewers, cable, electric, telephone, fiber optic, gas and water, will be attempted to be collected by the survey crew to the best extent possible. All other required information shall need to be collected via map requests to the respective utility company(ies) or, at a last resort, by a private utility location company prior to the survey work being performed. The private utility location service shall be considered an additional service to this contract.

Survey Limits



Geotechnical Services

Piggush Engineering, Inc. will employ the services of a subsurface exploration company in order to complete a subsurface exploration at elevation (9) pre-specified locations at each of the proposed sites. All borings will be to a 15' depth in order to accommodate the design needs for the site. This price will also include the generation of a geotechnical report on the findings of the subsurface exploration and respective geotechnical engineering analysis and design recommendations based on in-situ findings. Borings and report to be started for each site upon completion of site surveying work.

Soils Laboratory Testing

Upon completion of the field exploration, the samples will be returned to the laboratory for further identification and testing. The laboratory testing will consist of visual classifications, moisture content testing and unconfined compressive strength testing utilizing a calibrated penetrometer.

Engineering Report

Upon completion of the field exploration and the soils laboratory testing, ECS will generate an engineering report of our findings and recommendations. The engineering report will include the following items:

- Observations from our site reconnaissance including current site conditions, surface drainage features, and surface topographic conditions.
- A review of the published geologic conditions and their relevance to your planned development.
- A subsurface characterization and a description of the field exploration and laboratory tests performed. Ground water concerns relative to the planned construction, if any, will be summarized.
- Final logs of the soil borings and records of the field exploration prepared in accordance with the standard practice for geotechnical engineering. A boring location plan will be included, and the results of the laboratory tests will be plotted on the final boring logs or included on a separate test report sheet.
- Recommendations for pavement construction including recommended pavement sections (flexible and rigid pavement), subgrade preparation recommendations and drainage recommendations (as applicable).
- General recommendations regarding frost depth.
- General recommendations for dewatering at the project site during construction.
- Recommendations for the evaluation of the on-site soil characteristics encountered in the soil borings. Specifically, we will discuss the suitability of the on-site materials for reuse as engineered fill to support grade slabs and pavements. We will also include compaction requirements and suitable material guidelines.
- Recommendations for additional testing and/or consultation that might be required to complete the geotechnical assessment and related engineering for this project.

Site Engineering Design

The completion of this portion of the project will provide a complete set of approved engineering plans that are ready for Contractors to bid on and use for construction purposes.

Following is a summary and outline of our PROFESSIONAL Design Services:

- Preparation of Existing Site Conditions Plan(s).

- Preparation of Site Demolition Plan(s).
- Preparation of Grading and Drainage Plan(s).
- Preparation of any necessary Utility Plan(s).
- Site Lighting and Photometric Plan(s).
- Detention Facility Design.
- Stormwater Management Report generation.
- Pavement design to meet the needs and use of proposed site improvements.
- Proposed site improvement shall meet/maintain compliance with any applicable ADA Accessibility Code requirements.
- Coordinate submission to governing bodies for review and approval or permitting, as required.
- Provide engineer's estimate of cost for all proposed/designed site improvements included in the plans.
- This service is exclusive of Site Landscaping Plan

Any permits that would be required by work added to the scope after the original date of this Agreement or after plans have been substantially completed as determined by the initial submission for plan review, shall either be done through the Hourly Rates stated below in this Agreement or through an additional Agreement or agreed additional price to this Agreement.

The completion of this portion of the project will provide a complete and permitted set of approved engineering plans.

Project Bid Specifications and Coordination

Piggush Engineering, Inc. will perform bidding services following project design and permitting in order to obtain competitive pricing that will be in accordance with the design and construction requirements set forth in the approved plans and specifications.

Professional Services related to this portion of work will include:

- Generation and Distribution of bid specifications and bid packages to requested contractor(s)
- Answering Contractor Questions throughout Bidding Process
- Issuance of any and all necessary Bidding Addenda
- Provide Client with Recommendation of Award
- Issuance of contracts as well as any other necessary documentation

Compensation and Payment for Services

A cost breakdown is provided for the Police Department Site Improvements.

Scope of Work	Price	QTY	Subtotal
Boundary & Topographic Survey	\$4,370.00	1	\$4,370.00
Geotechnical Services	\$6,780.00	1	\$6,780.00

Site Engineering Design	\$19,920.00	1	\$19,920.00
Project Bid Specification and Coordination	\$1,600.00	1	\$1,600.00
Total			\$32,670.00

The Client shall pay ENGINEER for Services performed or furnished under this Agreement as described in the cost breakdown table. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in the hourly rates below.

Invoices for Services will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Client by Engineer at least monthly. Invoices are due and payable on receipt.

Payment terms for this Agreement are NET 30 days from the date of the respective invoice. If Client fails to make any payment due to Engineer for services and expenses within thirty days after receipt of Engineer's invoice therefor, the amounts due Engineer will be increased at the rate of 2.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, Engineer may, after giving seven days' written notice to Client, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

It shall be understood that progress payments will be made on a monthly basis based on percentage completed as determined by the Engineer and that upon submittal of the plans to the respective governing agencies for review, the site engineering improvement plans shall be considered 90% complete and billed accordingly. Any major changes to scope that are made after this point shall be done on hourly basis or lump sum price that shall be negotiated with the client before any of the aforementioned additional services are rendered.

Additional & Reimbursable Expenses

Any work which requires Professional Services that are outside of the scope of, or not described in the Professional Services scope above, shall be deemed an extra to the contract and will be paid for through the Hourly Rate schedule defined below.

Additional Expenses

Unless described in the Professional Services above, Additional Services shall include, but shall not be limited to, meetings with the Client or government authorities, design of off-site utilities or infrastructure, easement or right-of-way negotiation, easement or right-of-way acquisition, wetland determinations, wetland mitigation, flood studies, archaeological studies, Historic Preservation issues or other environmental concerns. These services shall also include any Survey work required for the completion of the real estate transactions required by the Client such as Final Plat, individual lot plats, and Plats of Dedication, Annexation Plats, Vacation Plats, Plats of Zoning or condominium surveys.

Any meetings that are required by additional work that is deemed to be outside of the original scope of professional services that are specified in the professional services stated above, will be considered an Additional Service billed on an hourly basis in accordance with the Hourly Rates Schedule as set forth below.

Reimbursable Expenses

Reimbursable Expenses include the following categories: Subcontractor costs, out of town meetings outside the base scope of work, transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; reproduction of additional Reports, Drawings, Specifications, Bidding Documents, and similar Project-related items, and, if authorized in advance by Client, overtime work requiring higher than regular rates.

For those Reimbursable Expenses that are not accounted for in the compensation for PROFESSIONAL Services, Client shall pay Engineer at the rates set forth below.

The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.20.

The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st, 2018) to reflect equitable changes in the compensation payable to Engineer. The Client agrees to pay a maximum of 3% increase annually on any additional services that are performed through this contract. Written notice will be sent to the Client per the notice requirements.

Provisions for Compensation for Additional Services

Whenever the Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.20.

The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

To the extent necessary to verify Engineer's charges and upon Client's timely request, Engineer shall make copies of such records available to Client at cost.

Hourly Rates are set forth below and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, non-project operating costs, and operating margin or profit. The Hourly Rates will be adjusted annually (as of January 1st, 2019) to reflect equitable changes in the compensation payable to Engineer. Hourly rates for services performed on or after the date of the Agreement are:

Principal	\$220.00/Hour
Project Engineer IV	\$160.00/Hour
Project Engineer III	\$140.00/Hour
Project Engineer II	\$120.00/Hour
Project Engineer I	\$100.00/Hour
EIT/Engineer in Training	\$80.00/Hour
Engineer Intern	\$50.00/Hour
CAD Technician IV	\$120.00/Hour
CAD Technician III	\$100.00/Hour
CAD Technician II	\$80.00/Hour
CAD Technician I	\$60.00/Hour
Construction Observer IV	\$140.00/Hour
Construction Observer III	\$120.00/Hour
Construction Observer II	\$100.00/Hour
Construction Observer I	\$80.00/Hour
Clerical	\$60.00/Hour
Licensed Surveyor	\$150.00/Hour
SIT/Surveyor in Training	\$80.00/Hour
Survey Crew - 1 Man (with GPS/Robot TS)	\$135.00/Hour
Survey Crew - 2 Man (with GPS/Robot TS)	\$160.00/Hour
Survey Crew - 3 Man (with GPS/Robot TS)	\$195.00/Hour
Travel Expense (if less than 8 hours worked)	\$0.57 per mile
Travel Expense (if 8 hours worked)	\$ 30.00 per day

Printing Costs:

Black and White Copies

8-1/2" x 11"	\$0.50 per sheet
8-1/2" x 14"	\$0.60 per sheet
11" x 17"	\$1.00 per sheet

Color Copies

8-1/2" x 11"	\$1.95 per sheet
8-1/2" x 14"	\$2.50 per sheet
11" x 17"	\$3.90 per sheet

Large Format Black and White Bond Paper Copies

12" x 18"	\$1.15 per sheet
18" x 24"	\$2.25 per sheet
24" x 36"	\$4.50 per sheet
30" x 42"	\$6.50 per sheet
36" x 42"	\$ 7.90 per sheet
36" x 48"	\$ 9.00 per sheet
All other B&W sheets	\$ 0.75/square foot
All other Color sheets	\$ 3.00/square foot
Subdivision Plats (all sizes)	\$ 20.00
Mylar Subdivision Plats	\$ 50.00

Scan to PDF/JPEG/TIFF (per page)

8-1/2" x 11"	\$ 0.50 per sheet
8-1/2" x 14"	\$ 0.60 per sheet
11" x 17"	\$ 1.00 per sheet
Large Formats	\$ 2.50 per sheet

Limitation of Engineer's Liability

Engineer's Liability Limited to Amount of Engineer's Compensation.

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement.

This Agreement contains the entire agreement of the parties with respect to the matters covered, and no other agreement, statement or promise made by any party, or to any employee, office or agent of any party, which is not contained in this Agreement shall be binding or valid.

Payment terms for this Agreement are NET 30 days from the date of the respective invoice. Late payment penalties of two percent (2%) per month, which is an annual rate of twenty-four percent (24%), shall be applied to any unpaid balance commencing thirty (30) days after the date of the original invoice.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. If the Engineer, in its sole discretion, retains the service of an attorney, to enforce any term or provision of this agreement, or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees, court costs, and attorney's fees shall be paid by the Client.

In the event that performance by the Engineer of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the result of war, riot, civil commotion or the act or conduct of any person or persons not party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

Should litigation result from any issue contained in this Agreement, both Engineer and Client agree to waive their right to a jury trial.

Thank you for the opportunity to submit this proposal to you. If this proposal is satisfactory please electronically sign below, which will service as notification of authorization to proceed. If you have any questions or require additional information, please contact our office at 815.614.3447.

Sincerely,

A handwritten signature in blue ink, appearing to read "Neil Piggush", with a stylized flourish extending from the end.

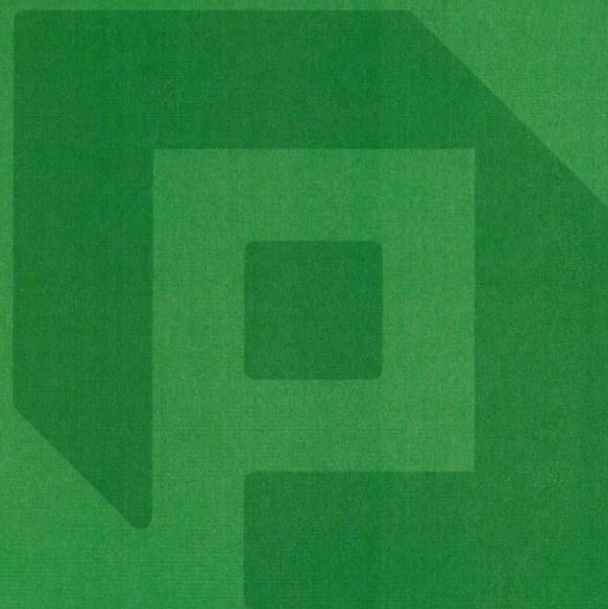
Neil A. Piggush, PE, CFM
President
PIGGUSH ENGINEERING, INC

The owner, by signing this, hereby agrees to the terms and conditions of this Agreement dated November 8, 2022 for the Police Department Site Improvements.

Printed Name:

Signature:

Date of Acceptance



PiggushEng.com

586 William Latham Drive, Suite 8
Bourbonnais, IL 60914

O: 815.614.3447

F: 815.614.3735

Signature Certificate

Reference number: DRCHN-M6TX7-PNRHA-KHA2M

Signer

Jackie Liebermann

Email: jliebermann@piggusheng.com

Sent:

Signed:

Timestamp

08 Nov 2022 18:19:52 UTC

08 Nov 2022 18:19:52 UTC

Signature



IP address: 173.165.111.141

Location: Bartlett, United States

Document completed by all parties on:

08 Nov 2022 18:19:52 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.



CLOSING STATEMENT

BUYER: Ciara Soto
SELLER: Village of Beecher
PROPERTY ADDRESS: 652 Penfield Street, Beecher, Illinois 60401
PINS: 22-22-16-315-004-0000
CLOSING DATE: 11/23/2022, 1 pm
Location: Beecher Village Hall
GIT Office: Greater Illinois Title, Homewood
GIT Commitment: 31009948GS

BUYER'S STATEMENT

PURCHASE PRICE: \$ 10,000.00

BUYER'S EXPENSES

1. Agency Escrow	\$	500.00
2. CPL – Buyer	\$	25.00
3. State of IL Fee	\$	3.00
4. Record Deed	\$	51.00
5. Policy Update	\$	190.00
6. Record Service Fee	\$	20.00
7. Wire Transfer Fee	\$	50.00

TOTAL BUYER'S EXPENSES: \$ 839.00

BUYER'S CREDITS:

1. Earnest Money (held by ReMax 5000)	\$	0.00
2 2022 Real Estate Tax Proration	\$	353.69

TOTAL BUYER'S CREDITS: \$ 353.69

BALANCE TO CLOSE: \$ 10,485.31

SELLER'S STATEMENT

PURCHASE PRICE: \$ 10,000.00

SELLER'S EXPENSES:

1. Owner's Policy	\$	1,200.00
2. Agency Escrow	\$	500.00
3. CPL Seller	\$	50.00
4. Illinois Policy Fee	\$	3.00
5. Commitment Update	\$	260.00
7. Search Package	\$	260.00
8. Drainage Districe Fee	\$	25.00
9. Attorney's Fee	\$	775.00

TOTAL SELLER'S EXPENSES: \$ 3,073.00

CREDITS TO BUYER:

1. Earnest Money (held by ReMax 5000)	\$	0.00
2. 2022 Real Estate Tax Proration	\$	353.69

TOTAL BUYER'S CREDITS: \$ 353.69

TOTAL AMOUNT DUE SELLER AT CLOSING: \$ 6,573.31

Village of Beecher

625 Dixie Highway

PO Box 1154

Beecher, Illinois 60401

Phone: 708-946-2261

Fax: 708-946-3764

www.villageofbeecher.org

**President**

Marcy Meyer

Clerk

Janett Conner

Administrator

Robert O. Barber

Treasurer

Donna Rooney

Trustees

Jonathon Kypuros

Todd Kraus

Benjamin Juzeszyn

Joe Tieri

Roger Stacey

Joseph Gianotti

**MEETING OF THE BUILDINGS AND PUBLIC PROPERTIES,
PARKS AND RECREATION COMMITTEE
MONDAY, NOVEMBER 28, 2022 IMMEDIATELY FOLLOWING
THE REGULAR VILLAGE BOARD MEETING AT 7PM
BEECHER VILLAGE HALL
625 DIXIE HIGHWAY**

A G E N D A

**I. DISCUSS IMPLEMENTATION OF ARPA FUNDING PLAN TO IMPROVE PARKS
IN THE VILLAGE**

II. NEW BUSINESS

III. ADJOURNMENT

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

ORDINANCE NO. _____

AN ORDINANCE ADDING CHAPTER 2 OF TITLE 7 ESTABLISHING A BOARD OF POLICE COMMISSIONERS AND AMENDING SECTIONS 6-6-1 THROUGH 6-6-6 REGARDING ENUMERATING POLICE OFFICERS IN THE VILLAGE OF BEECHER, AND REPEALING ALL TOWN CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT HERewith.

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised that a Board of Police Commissioners should be formed to evaluate and recommend potential full-time police officer candidates to the Village Board of the Village of Beecher, Will County, Illinois; and

WHEREAS, the Village of Beecher is a non-home rule municipality under 5,000 population and does not have a codified Village policy pertaining to a formal hiring procedure for police officers; and

WHEREAS, State Statute requires a hiring process for full time police officers using a police commission for the fair and equitable hiring of sworn officers in municipalities having more than 5,000 population; and

WHEREAS, the Village Board wishes to establish and codify a hiring process for police officers that was previously adopted by Resolution that closely resembles a commission form since the Village of Beecher's present population of 4,360 is close to the 5,000 population threshold for a commission process; and

WHEREAS, the Village Board believes it is in the best interest of the residents of the Village of Beecher and the Beecher Police Department to have codified requirements for the hiring of police officers;

WHEREAS, the Corporate Authorities of this Village of Beecher, Will County, Illinois, having reviewed the Illinois Compiled Statutes, as amended from time to time, now concur that it is advisable, necessary, and in the best interests of the residents of the Village of Beecher and the Beecher community to establish a Board of Police Commissioners and codify hiring requirements for police officers.

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

SECTION ONE: That Chapter 7, entitled "BOARD OF POLICE COMMISSIONERS", of Title 2, entitled "BOARDS AND COMMISSIONS", of the Village Code of the Village of Beecher, be, and the same is hereby added to read and provide as follows, namely:

“2-7-1: PURPOSE:

It is the purpose of the Board of Police Commissioners to evaluate and recommend potential police officer candidates to the Village Board.

2-7-2: DEFINITIONS:

The word “Board” wherever used shall mean the Board of Police Commissioners of the Village of Beecher Illinois, (hereinafter "the Commission" or "Commissioners".) The word “Officers” shall mean any person holding a permanent office in the Police Department of the Village of Beecher, Illinois.

2-7-3: CREATION, COMPOSITION, AND RULES:

There is hereby created and established a Board of Police Commissioners for the Village of Beecher, which shall consist of five (5) members. The Commission shall be comprised of the Village Administrator, the Chief of Police, the Chairman of the Village Public Safety Committee, and two (2) volunteer, non-paid voting members residing in the Village both of which shall be annually appointed by the Village President with consent of the Village Board. The Commissioners shall elect its officers which shall include a Chair and Secretary at its first meeting of each year. The President of the Village shall have the power to remove any volunteer Commissioner with or without cause with approval by the Village Board. The Commission shall adopt such rules governing its procedures and regulating its business as if from time to time, it deems proper and necessary, with approval of the Village Board. Board Meetings shall be open to the public except as otherwise permitted by the Illinois Open Meetings Act and the Commission shall abide by all laws of the State of Illinois including the Freedom of Information Act as a special Commission of the Village Municipal Corporation. Minutes shall be taken of all meetings and filed with the office of the Village Clerk after they are approved.

2-7-4: MEETINGS AND QUORUM:

Meetings shall be held as called by the Village President or Chair of the Commission. A majority of the members of the Commission shall constitute a quorum for the conduct of all business. The parliamentary procedure prescribed in Robert’s “Rules of Order” shall be followed as far as applicable.”

SECTION TWO: That Chapter 6, entitled “PART TIME POLICE OFFICERS”, of Title 6, entitled “POLICE”, of the Village Code of the Village of Beecher, be, and the same is hereby replaced in its entirety to read and provide as follows, namely:

“CHAPTER 6 OFFICERS

6-6-1: APPLICATIONS:

(A) RESIDENCE:

Applicants for examination must be citizens of the United States and/or an alien admitted for permanent residence to lawfully be admitted for temporary residence and who produces evidence of intention to become a citizen of the United States.

(B) APPLICATIONS:

- 1) Applications for the position shall be filed per the requirements of the Board of Police Commissioners ("Commission"). Applicants must comply with the testing requirements in every respect. A fee for each application may be charged as prescribed by the Commission.
- 2) Every applicant must be of good moral character, of temperate habits, of sound health, and must be physically able to perform the duties of the position applied for. The burden of establishing these facts rests upon the applicant.
- 3) The applicant, as part of the application process, shall furnish with their application a copy of their Military Service Record, Discharge Papers, Birth Certificate, a valid driver's license, High School Diploma or G.E.D. Certificate, and a copy of any advanced education transcripts. Advanced education is not required.
- 4) A false statement knowingly made by a person in an application for examination, involvement in any false statement made in any certificate which may accompany such application or complicity in any fraud, shall be regarded as good cause for exclusion from the examination.

(C) DISQUALIFICATION:

The Commission, by way of testing service, may refuse to examine an applicant or, after the examination, to certify an applicant as eligible:

- 1) Who is found lacking in any of the established preliminary requirements for the service for which they apply.
- 2) Who is physically unable to perform the duties of the position to which they seek appointment.
- 3) Who is addicted to the use of intoxicating beverages or is found to have taken or used drugs and/or narcotics illegally.
- 4) Who has been convicted of a felony or any misdemeanor involving moral turpitude, as specified in 5/10-2.1-6 of the Commission of Fire and Police Commissioners Act.
- 5) Who has been dismissed from any public service for good cause.
- 6) Who has attempted to practice any deception or fraud in their application.
- 7) Who may be found disqualified in personal qualifications or health.
- 8) Whose character and employment references are unsatisfactory.
- 9) Who does not possess a high school education or its equivalent.
- 10) Who has applied for a position of a police officer and is or has been classified by their Local Selective Service Draft Board as a conscientious objector.
- 11) Who has been found to have a gang affiliation.
- 12) Who has been convicted of a misdemeanor crime of domestic violence.

(D) DEFECTIVE APPLICATIONS:

Defective applications shall be grounds for disqualification for the position sought. The Commission will notify applicants whose applications are defective.

(E) PHYSICAL AND MEDICAL EXAMINATIONS:

Applicants for original appointment will be subject to a physical aptitude test and shall be required to submit to a thorough medical examination by a licensed physician appointed by the

Commission. An applicant must possess a valid Peace Officer Wellness Evaluation Report (POWER) card at the time of oral examination.

(F) AGE REQUIREMENTS:

Applicants shall be over 21 years of age and under 35 years of age unless exempt from such age limitations provided in Section 5/10-2.1-6 of the Fire and Police Commissioners Act.

The age limitation shall not apply to any person previously employed as a policeman in a regularly constituted police department of any municipality, regardless of whether the municipality is located in Illinois or in another state, or to any person who has served as a deputy under Section 3-6008 of the Counties Code and otherwise meets necessary training requirements, or to any person who has served as a sworn officer as a member of the Illinois State Police.

With respect to a police department, a veteran shall be allowed to exceed the maximum age provision of this Section by the number of years served on active military duty, but by no more than ten (10) years of active military duty.

(G) RELEASE OF LIABILITY:

All applicants shall execute and deliver to the Commission a release of all liability as the result of taking a "Physical Aptitude Test" in favor of the Village of Beecher on a form to be prescribed by the Commission.

6-6-2: EXAMINATIONS

(A) NOTICE OF EXAMINATIONS:

Examinations will be held on the dates fixed by the Commission. Examinations may be postponed, however, by order of the Commission, which order shall state the reason for such postponement and shall designate a new date for said examination. Applicants shall be notified of the postponement of any examination and of the new date fixed for said examination. Once the Commission fills the positions needed, the Commission will reinstitute the examination process.

(B) EXAMINATIONS:

The Commission may call for examinations to fill vacancies in the class of service in which vacancies are liable to occur. A call for such examinations shall be entered in the Minutes of the Commission and shall include a statement of the time and place where such examinations will be held and applications can be received for at least a two-week period and may terminate on the day before the scheduled orientation meeting.

(C) ORIENTATION MEETING AND TYPE OF EXAMINATIONS:

Applicants must attend the orientation meeting sponsored by the Commission. In addition, applicants will be required to participate in, including but not limited to, written, oral, polygraph, psychological, medical/drug testing.

(D) EXAMINATIONS - MINIMUM GRADE:

The Commission must conduct the following examinations. Examinations noted by an (*) may be conducted at the discretion of the Commission. The sequence of testing may vary at the

discretion of the Commission. Failure to achieve the minimum passing grade in any examination disqualifies the applicant from any further participation.

<u>Examinations</u>	<u>Grading</u>
Orientation	Attendance Mandatory
Power Card	Yes or No
Written Test*	100 maximum and 70 minimum (1 point=1% on the test score)
Color and Night Blindness*	Information for correcting any
condition Oral Test Interview	0-30 points

Any candidate who achieves less than seventy (70) points on the Written Test, if conducted, shall be disqualified.

(E) PHYSICAL APTITUDE TEST:

All applicants will be required to submit themselves to a physical aptitude test and pass all elements of the test. An applicant may provide proof to the Commission on the date of oral examination that they have successfully passed the Illinois Training and Standards Board Police Officer Wellness Evaluation Report (POWER) test within the prior 180 day period. Applicants who fail to provide required proof of successful completion of the POWER test on the date of oral examination will be dropped from future consideration in the application process.

(F) WRITTEN EXAMINATIONS:

Information as to the type of written examination employed by the Commission will be provided, if conducted, as part of the orientation program. All examination papers shall be and remain the property of the Commission, and the grading thereof by the contracted vendor shall be final and conclusive and not subject to review by any tribunal of any kind or description. Candidates who fail to achieve a passing grade will be notified and eliminated for all further consideration.

(G) ORAL EXAMINATION:

All commissioners shall participate in the Oral Examination except when a Commissioner is absent due to illness or when matters of an emergency nature preclude attendance. In no event shall less than three (3) Commissioners conduct the Oral Examination. Questions shall be asked of the Candidate that will enable the Commissioners to properly evaluate and grade the Candidate on speech, alertness, ability to communicate, judgment, emotional stability, self-confidence, social skill, and general fitness for the position. On completion of each Oral Examination, the Commissioners will discuss the Candidate's abilities using the traits listed above.

(H) CONDITIONAL OFFERS OF EMPLOYMENT:

Appointment is subject to satisfactory passing an Oral Interview, In-depth Psychological Examination, a Polygraph Test, Background Investigation, and a thorough Medical Examination (which may include a test of the applicant's vision, hearing, for the presence of communicable diseases as well as a test to screen for the use of drugs and/or narcotics or any other exam required by the Commission). A written Conditional Offer of Employment must be presented to the applicant prior to conducting the Psychological and Medical examinations.

(I) PROFESSIONAL EXAMINATIONS AND TESTS:

- 1) Each applicant for original appointment shall submit to a Psychological Examination by such psychologist or psychiatrist as the Commission may in writing designate. Such examination shall be without expense to the applicant. Failure of the applicant to take or successfully complete such test shall eliminate the candidate from further consideration.
- 2) Any applicant for original appointment to the Police Department of the Village of Beecher, will be required to submit to a Polygraph Device Deceptive Test, commonly known as a Lie Detector Test, at such time and place as the Commission may in writing designate. Such test shall be given without expense to the applicant. Failure of the applicant to take or successfully complete such test shall disqualify the applicant to enter upon the duties of the office for which the application for examination was filed.
- 3) Medical Examinations shall be performed by a licensed physician, a physician's assistant, or a nurse practitioner.
- 4) Vision tests for color blindness and night vision will be performed by a licensed optometrist.

(J) APPOINTMENTS:

- 1) All vacancies in the Police Department shall be filled by the Village Board, on recommendation of the Commission, having met all requirements provided in this Chapter 6.
- 2) All original appointments to the Police Department shall be subject to the labor agreement currently in effect for police officers.

(K) CERTIFICATION

Final certification of probationary Police Officers shall be subject to successful completion of the Basic Training Course as provided by the Illinois Law Enforcement Training and Standards Commission within the prescribed probationary period. Inability to successfully complete this course shall be grounds for dismissal.

6-6-3: LATERAL HIRES

(A) REQUIREMENTS:

Preference may be given for original full-time officer vacancies to all persons who have previously been full-time sworn law enforcement officers of a regular police department in any municipal, county, university, or State law enforcement agency, provided they are licensed/certified by the Illinois Law Enforcement Training and Standards Board and have been with their respective law enforcement agency for at least two (2) years. Applicants who have been awarded a certificate attesting to their successful completion of Minimum Standards of Basic Law Enforcement Training Course, as provided for in the Illinois Police Training Act or out of state candidates that can be certified by the training board, may be given preference in appointment over other applicants.

(B) PROCESS

Lateral hire applicants shall be exempt from the requirements of 6-6-1 and 6-6-2 as determined by the Commission.

6-6-4: PART TIME OFFICERS

(A) PROCESS AND REQUIREMENTS:

The requirements for appointment to the position of part-time police officer shall be the same as set forth in 6-6-1 and 6-6-2 herein, except that candidates for part-time police officers may be given preference to all persons who have previously been certified by the Illinois Law Enforcement Training and Standards Board as a part-time law enforcement officer.

(B) APPOINTMENT:

The Chief of Police is hereby authorized to hire up to fifteen (15) part time police officers as employees with the consent of the Village Board. All part-time police officers shall be employees at will, and shall have no expectation of or property right to continued employment. Discipline, including termination, shall be at the discretion of the Chief of Police solely with no right to any appeal in the Village.

(C) POWERS AND DUTIES:

Part time police officers shall have the same powers and duties as full-time police officers, but shall not have any supervisory authority over a full-time officer.

(D) FIREARMS:

Part time police officers shall not carry firearms except with the permission of the Chief of Police and then only when in uniform and in the performance of their duties. Provided, however, that the Chief of Police, may, in their sole discretion, waive requirements that part time police officers be in uniform and/or in the performance of their duties in order to carry firearms. Any such waiver by the Chief of Police shall be in writing. In no event shall part time police officers who are no longer employed by the Village be allowed to carry firearms.

(E) TRAINING:

Part time police officers, prior to entering upon any of their duties, shall receive a course of training in departmental policies, procedures and street patrol as may be determined by the Chief of Police. Upon successful completion of the course of training, the chief of police shall file a certificate attesting to the part time police officer's completion.

(F) COMPENSATION:

Part time police officers shall receive compensation for services performed, at such hourly rate as shall be from time to time determined by the Village Board of Trustees.

6-6-5: PROMOTIONS FOR SERGEANT AND LIEUTENANT:

(A) EXAMINATION:

The Commission may conduct the following examinations upon a vacancy occurring in the rank of Sergeant or Lieutenant. An applicant must hold the rank at or above Corporal.

<u>Examinations</u>	<u>Grading*</u>
Written Test	100 Maximum and 70 minimum (1 point = 1% on test score)
Oral Test Interview	0 - 30 points

* Any candidate who achieves less than seventy (70) points on the written examination, if conducted, shall be disqualified. In the event a written examination is conducted, information as to the type of written examination administered by the Commission will be provided to those eligible.

(B) PROBATIONARY PERIOD:

There shall be a one (1) year probationary period for promotion to Sergeant and Lieutenant. Failure to successfully pass the one (1) year probationary period will result in a demotion to the officer's previously held rank, unless disciplinary action results in termination.

(C) DISCIPLINE OF SERGEANTS AND LIEUTENANTS:

- 1) The Police Chief may impose the following discipline: oral warning, written warning, unpaid suspension of up to thirty (30) calendar days, demotion, or termination.
- 2) Any Sergeant or Lieutenant receiving a disciplinary suspension without pay or termination, may file a written appeal to the Village Administrator within ten (10) calendar days of receipt of the Notice of Disciplinary Suspension or Notice of Termination.
- 3) The Village Administrator shall provide a written response within ten (10) calendar days from receipt of the written appeal, unless the time is extended in the sole discretion of the Village Administrator. The Village Administrator has the right to review any evidence or documentation concerning the discipline and to interview the disciplined officer and any other necessary witnesses.
- 4) Any Sargent or Lieutenant may appeal the Village Administrator determination to the Village Public Safety Committee with in ten (10) calendar days of receipt of the Village Administrator decision by requesting review to the Chair of the Public Safety Committee. The Chair of the Public Safety Committee will then hold an administrative hearing on the appeal within twenty (20) days of receipt of the appeal. The decision of the Public Safety Committee shall be final.

6-6-6: CONFLICTS; COLLECTIVE BARGAINING AGREEMENTS

Any provisions of this Chapter 6 that are in conflict with State Statute or with any amendments thereto that may hereafter be enacted are null and void without invalidating any remaining portions of this Chapter 6. In the event of any conflict between this Chapter 6 and the terms of an applicable collective bargaining agreement covering the Village's Police Department personnel, the two (2) shall be read together and deemed complimentary to each other wherever possible, but the collective bargaining agreement's provisions shall prevail if there is a direct conflict and the agreement and this Chapter 6 cannot be read together."

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

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

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

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

Yeas:

Nays:

Abstain:

Present:

Marcy Meyer, Village President

ATTEST:

Janett McCawley, Village Clerk

Robert Barber

From: Terrence Lemming
Sent: Monday, November 21, 2022 4:32 PM
To: Robert Barber; Marcy Meyer; Matthew Conner; Joe Tieri; Jonathan Kypuros
Cc: Ryan Drew; Rick Emerson; Aaron DaCorte
Subject: Speed Study on Hunters Drive.

Today Officer Drew and I met with the complainant at his home. We explained that Officer Drew did 10 hours of speed studies in an unmarked car on 10 different days at varied times suggested by the complainant. Although I have not collated the speeds yet Officer Drew advised the complainant that most all were under 30MPH. I advised him that the speeds did not warrant a stop sign but we discussed other options such as a yield sign, speed bumps and completing the sidewalk so kids did not have to ride their bikes and walk in the street near his home. We discussed lowering the speed limit and the complainant was good with leaving it at 25MPH. I advised the complainant that I would talk to Matt Conner and each of you to discuss options.

I do not recommend speed bumps because they damage snow plows. I would consider temporary speed bumps that can be deployed in the warmer months.

Yield signs at that location would be recommended over stop signs based upon the location and the speed study.

The sidewalk completion isn't a recommendation for me. The complainant advised that he thinks there are three lots without a sidewalk.

Terry Lemming
Beecher Chief of Police
724 Penfield Street
Beecher, IL 60401
708-946-6388

Village of Beecher Wastewater Treatment Plant

Monthly Report

Month : October 2022

Year: 2022

Total Gallons: MGD

Influent : 13.888 MGD

Daily Maximum: 1.1340 MGD / Minimum : 0.3310 MGD /Average Daily Flow: 0.4480 MGD

Effluent: 16.848 MGD

Daily Maximum: 1.3737 MGD

Minimum: 0.4044 MGD / Average Daily Flow : 0.5434 MGD

Excess Flow: 0.00 MGD

Chlorine Used: (lbs) 0

Excess Treated: 0.00 MGD

Rainfall: 3.46 Inches

Return Sludge: 31.689 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): 1.6 mg/l

Total Suspended Solids Avg: 1.0 mg/l

(Daily Max): 3.0 mg/l

Ammonia Nitrogen Avg : N/D mg/l

(Daily Max): N/D mg/l

Total Phosphorus Avg: 0.70 mg/l

(Daily Max): 0.92 mg/l

Laboratory Information: Influent

Total Phosphorus Avg: 16.0 mg/l

(Daily Max) : 50.0 mg/l

Average 5 Day BOD: 111 mg/l

Average TSS: 164.0mg/l

Ammonia Nitrogen Avg: 16.1 mg/l

(Daily max): 42.3 mg/ l

% Removal BOD: 99.8 %

% Removal SS: 99.8 %

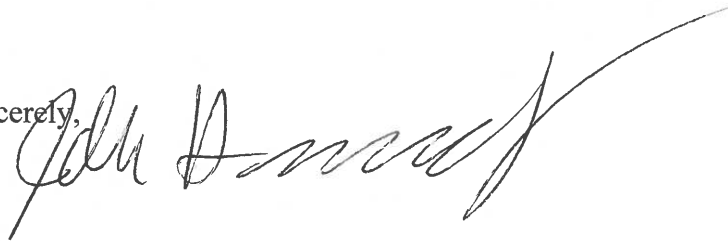
Equipment repairs , maintenance,

***OXIDATION DITCH** monthly , weekly maintenance performed. ***BLOWER** monthly maintenance performed, **CLARIFIERS** monthly maintenance performed: **Oxidation Ditch** gearbox drive units gear oil changed, **Superior Pump** fabricated and installed ductile pipe suction and discharges lines on **WWTP Excess flow Pump**. 1320 gallons of **Ferric Chloride** delivered by **Hawkins** .

***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 October2022 also **Semi- annual Special Condition 18** samples collected and submitted to Suburban Labs for analysis. **NPDES DMRS** for the month of September2022 completed and submitted to the **I.E.P.A**

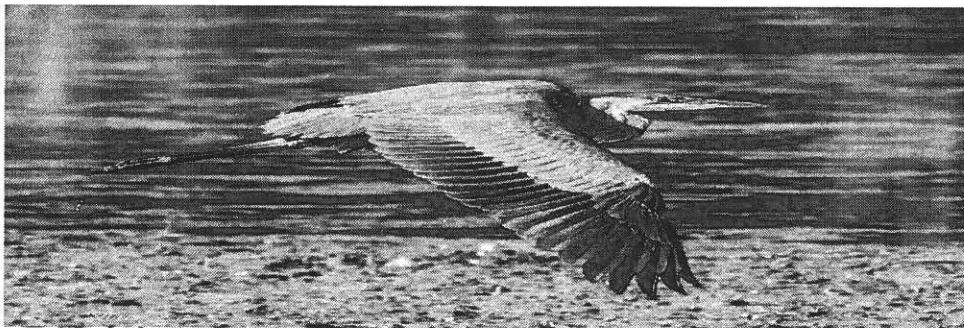
Continue implementing an activated sludge process control monitory analysis consisting of monitoring daily , weekly, monthly aeration tanks solids inventory, mixed liquor suspended solids, ,settling, ph analysis, dissolved oxygen ,analysis, flow adjustments, return sludge monitoring and adjustments, 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,

A handwritten signature in cursive script, appearing to read 'John Hernandez', written in dark ink.

John Hernandez

Wastewater Treatment Plant Manager



2022 FALL HYDRANT FLUSHING PROGRAM

PERFORMED BY: STEVE ZELLNER – BEECHER PUBLIC WORKS

<u>DATE:</u>	<u>HOURS:</u>	<u>HYDRANTS FLUSHED:</u>	<u>PUMPED DOWN & GREASED:</u>
10/11/22	6	48	YES
10/12/22	6	57	YES
10/13/22	6	44	YES
10/14/22	6	34	YES
-----	-	--	---
10/18/22	6	36	YES
10/19/22	3	7	YES
10/20/22	6	34	YES
10/21/22	6	39	YES
-----	-	--	---
10/24/22	6	34	YES
10/25/22	6	52	YES
10/26/22	3	12	YES
TOTALS:	60	397	---

**** TOTAL OF 397 HYDRANTS FLUSHED DURING THE ABOVE 3 WEEK PERIOD. ALL HYDRANTS WERE PUMPED DOWN AND ALL CAPS WERE GREASED DURING THE WEEKS OF OCTOBER 31ST, 2022 – NOVEMBER 7TH, 2022.**

**** THERE ARE 8 TOTAL HYDRANTS OUT OF SERVICE:**

**** 3 HYDRANTS (275 QUAIL HOLLOW, 315 ORCHARD, CORNER OF REED & MILLER) WILL BE REPAIRED THE WEEK OF DECEMBER 5TH, 2022**

**** 1 ON HUNTERS DRIVE WILL BE REPAIRED/REPLACED THE WEEK OF DECEMBER 5TH, 2022**

**** 1 ON CORNER PENFIELD & ELLIOT ST - NO E.T.A. FOR REPLACEMENT**

**** 2 BOOTHBAY HYDRANTS WILL REMAIN OFF-LINE DUE TO WATER MAIN BEING TURNED OFF DUE TO LEAKS ON THE SERVICE LINES IN THE AREA**

**** 1 TURTLE RUN HYDRANT WILL REMAIN OFF-LINE DUE WATER MAIN BEING TURNED OFF DUE TO LEAKS ON THE SERVICE LINES IN THE AREA**