

Village of Beecher
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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 BEECHER PLANNING AND ZONING COMMISSION
(THE PZC)**

*Thursday, June 22, 2023 at 7:00 p.m.
Beecher Village Hall
625 Dixie Highway
Beecher, Illinois*

I. PLEDGE TO THE FLAG

II. ROLL CALL

III. CONSIDER APPROVAL OF THE MINUTES OF THE MARCH 23RD MEETING.

IV. WORKSHOP: BEGIN PROCESS OF DRAFTING A NEW ZONING ORDINANCE AND MAP FOR THE VILLAGE OF BEECHER. Teska and Associates has been hired by the Village of Beecher to draft a new comprehensive amendment to the zoning ordinance last updated in 2005. The Village Board believes it is time for the update and has directed the PZC to begin its work. Pete will first walk us through the entire process which is also contained in the enclosed outline and scope of work and then we will be trying to form a steering committee which will be a subcommittee of the PZC to dig into the details and present its findings to the PZC for review and discussion. We will then discuss some of the big issues will be facing with the new ordinance so you can begin to think about your position on these matters. Some of the big issues are also enclosed for you to review. This will be a year long process so your recess is over. We will be meeting monthly now for some time.

VIII. NEW BUSINESS

IX. ADJOURNMENT - NEXT MEETING SCHEDULED FOR

THURSDAY, JULY 27, 2023 AT 7:00 P.M.

ZONING ORDINANCE AMENDMENT ISSUES

1. A complete and concise fence ordinance.
2. A complete and concise sign ordinance. Current one is too disjointed and has been amended too many times to make sense. Portable, temporary, off premise, pole signs, wall signs, and LED signs. Do we just allow LED signs or do we want special use oversight?
3. The \$750 fee. That is what it costs for a hearing process but is not attractive to new residents or businesses.
4. Accessory uses in front yard setbacks behind fences that are granted variances. A real sticky wicket.
5. Vape shops
6. Tattoo parlors vs. other forms of skin care
7. Definition of indecency. Adult entertainment.
8. Incorporating cannabis into the new ordinance
9. Vehicle parking in front yard lawns and other pervious surfaces. We have vague language to work with here or should this be a municipal ordinance?
10. The continuation of legal non-conforming uses for financing reasons.
11. Temporary structures
12. LED window trim lights
13. Percentage of windows covered in signage in business districts
14. Eliminating the Office Research Zone
15. Solar and Wind energy systems; incorporate amendments.
16. Chickens, tea cup pigs, and goats

AGREEMENT BETWEEN
VILLAGE OF BEECHER, ILLINOIS
AND
TESKA ASSOCIATES, INC.

This AGREEMENT made and entered into this 12th day of JUNE, 2023 by and between the Village of Beecher, an Illinois Municipal Corporation with offices at 625 Dixie Highway, Beecher, IL 60401, hereinafter referred to as the "CLIENT" and Teska Associates, Inc., an Illinois Corporation with offices at 627 Grove Street, Evanston, Illinois 60201, and 24103 W. Lockport Street Unit #107, Plainfield, Illinois 60544, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to furnish professional and technical assistance in connection with *updating the Village of Beecher Zoning Ordinance*, hereinafter referred to as the "PROGRAM", and the CONSULTANT has signified its willingness to furnish professional and technical services to the CLIENT:

NOW THEREFORE, the parties hereto do mutually agree as follows:

A. Scope of Consultant's Services

The CONSULTANT agrees to commence work upon execution of this AGREEMENT, and to perform those services outlined in Attachment "A", a copy of which is attached hereto and incorporated in this Agreement, utilizing the degree of skill and care exercised by practicing professionals performing similar services under similar conditions. CONSULTANT makes no other representations and no warranties of any kind, whether express or implied, with respect to its services rendered hereunder.

B. Services to be provided by the CLIENT

In the event that any information, data, reports, records and maps are existing and available and are useful for carrying out the work on this PROJECT, the CLIENT shall promptly furnish this material to the CONSULTANT. CONSULTANT shall be entitled to rely upon the accuracy and completeness of all information provided by the CLIENT and the CLIENT shall obtain any information reasonably necessary for the CONSULTANT to perform its work under this Agreement. The CLIENT will be responsible for the organization and conduct of all meetings necessary to carry out the services described in Attachment "A". The CLIENT designates **Robert Barber, Village Administrator** to act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define the CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this Agreement until the CONSULTANT has been advised in writing by the CLIENT that such authority has been

revoked.

C. Compensation

The CONSULTANT shall be compensated for services on the basis of hourly billing rates for professional and technical staff time devoted to the PROJECT, plus reimbursement for directly-related expenses such as travel (including use of automobiles at \$0.545 per mile, tolls, reproduction, subcontractors, etc.). The billing rates for professional staff are:

<i>Pete losue</i>	\$120/hour
Other Principals	\$140 -- \$200/hour
Senior Associates	\$125 - \$135/hour
Associates	\$110 -- \$120/hour
Clerical/Technical	\$60/hour

Based upon the Scope of Services in Attachment A, the maximum compensation for this project will not exceed **\$57,500**. An accurate accounting of the hours and expenses incurred on the assignment shall be kept by the CONSULTANT and the CLIENT will be invoiced accordingly. This cost includes all services outlined in Attachment A: The Scope of Services, as well as normal reimbursable expenses (reproduction, mail/delivery costs).

D. Method of Payment

Method of payment shall be as follows: The CONSULTANT shall submit monthly invoices for costs incurred on the PROJECT during the billing period. Invoices are subject to the requirements of the Prompt Payment Act of the State of Illinois. To the extent permitted by applicable law, the CLIENT agrees to pay all costs and disbursements, including reasonable attorney's fees, incurred by the CONSULTANT in legal proceedings to collect for invoices which are delinquent and payable. No interest or collection costs shall be included in the upset maximum budget of this Agreement.

If the CLIENT fails to make any payment due the CONSULTANT within sixty (60) days from receipt of the invoice, the consultant may, after giving seven days' written notice to the CLIENT, suspend services under this AGREEMENT until it has been paid in full all amounts due.

E. Time of Performance

Work shall proceed in a timely manner according to mutually acceptable scheduling adopted between the CLIENT and CONSULTANT. The services of the CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this Agreement and

shall continue through **June 31, 2024**.

F. Excusable Delays

The CONSULTANT shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the CONSULTANT to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the reasonable control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God, or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, illness, accidents, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT.

G. Termination

The CLIENT and the CONSULTANT shall have the right to terminate the Agreement by written notice delivered to the other party at least thirty (30) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the CONSULTANT under the Agreement shall become the property of the CLIENT upon payment of all invoices properly submitted and due the CONSULTANT under the terms of the Agreement. CLIENT acknowledges that incomplete documents are not represented as suitable for any use or purpose, and further agrees to defend, indemnify, and hold the CONSULTANT harmless from and against all claims, costs, suits, damages, liabilities, and expenses, including reasonable attorneys' fees, arising from or relating to any use, reuse, or modification of any CONSULTANT-authored documents that occurs without the CONSULTANT'S consent and professional involvement. This includes any subsequent use or completion of any incomplete documents.

H. Dispute Resolution

The parties agree that all claims, disputes, or other matters in question that arise out of or relate to this AGREEMENT or the breach thereof shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. If mediation fails to resolve the matter, either party may initiate litigation in a court of competent jurisdiction in the State of Illinois.

I. Conflict of Interest

The CONSULTANT certifies that to the best of his knowledge, no CLIENT's employee or agent interested in the Agreement has any pecuniary interest in the business of the CONSULTANT or the Agreement, and that no person associated with the

CONSULTANT has any interest that would conflict in any manner or degree with the performance of the Agreement.

J. Changes

The CLIENT may, from time to time, require or request changes in the scope or deadline of services of the CONSULTANT to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

K. Hold Harmless

The CLIENT shall hold the CONSULTANT harmless, protect and defend the CONSULTANT against any claims brought by third parties in connection with the implementation of any recommendations made or services rendered by the CONSULTANT in accordance with the Agreement that are not the result of the CONSULTANT'S negligence.

To the fullest extent permitted by law, the total liability in the aggregate, of the CONSULTANT to the CLIENT or anyone claiming by, through, or under the CLIENT, whether arising in tort, breach of contract, or by virtue of any other cause of action or legal theory, shall be limited to the coverage and limits of the insurance required of CONSULTANT by this Agreement.

The CONSULTANT shall indemnify and hold the CLIENT from and against damages, costs, liabilities, and expenses, to the extent caused by the CONSULTANT'S negligence in the performance of its services under this Agreement.

L. Insurance

The CONSULTANT shall maintain and keep in force during the term of this Agreement Commercial General Liability, Automobile Liability, and Professional Liability coverages in the following minimum amounts:

Commercial General Liability	
General Aggregate Limit	\$4,000,000
Products-Completed Operation Aggregate	\$4,000,000
Each Occurrence Limit	\$2,000,000
Medical expense Limit	\$10,000
Auto - Combined Single Limits (each Accident)	\$1,000,000
Excess/Umbrella Liability	\$1,000,000
Workers Compensation (statutory limits)	\$1,000,000


Professional Liability

\$2,000,000

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this Agreement on the date and year first above written.

CONSULTANT:
TESKA ASSOCIATES, INC.

CLIENT:
VILLAGE OF Beecher, IL


BY: _____
Lee M. Brown, President


BY: _____

Date: June 8, 2023

Date: 6/12/23

Attachment A: SCOPE OF SERVICES

PHASE 1: ZONING POLICY DEVELOPMENT

Task 1.1 Kick-off Meeting with Steering Committee

The Teska will attend one (1) meeting with the Steering Committee to review in detail the scope, schedule and responsibilities for all work, communications protocol, and key issues to be addressed in the Zoning Code. The Village will provide Teska with an electronic version of the existing zoning code (in MSWord) and zoning map (in GIS) if available.

Deliverables: Final work schedule and list of information needs.

Task 1.2 Evaluation of Current Development Regulations and Procedures

Teska will undertake a review of the existing Zoning Ordinance, Subdivision Ordinance, Village planning policies, and other related Village codes and ordinances.

Task 1.3 Development Review Audit

A predictable development review process is an important economic development resource. Considering development proposals in light of overly complex codes and lengthy processes that served communities ten years ago are no longer the best practices and can inhibit economic development plans. Communities that show potential developers that their review processes are understandable and predictable are at a competitive advantage.

Teska will review information regarding the Village's development approval requirements and procedures, including zoning and subdivision codes, forms that are completed by applicants, data maintained on approvals, any flow charts for development related procedures, organizational charts of departments in development review etc.

Task 1.4 Zoning Workshop

Teska will attend one (1) meeting with the Planning and Zoning Commission and other Village officials and stakeholders to present the findings of Task 1.2 and 1.3, and to establish general regulatory policies that will guide the preparation of zoning amendments in Phase 2.

The goal of the workshop will be the establishment of priorities to guide the drafting of the zoning ordinance revisions.

Deliverables: Powerpoint presentation summarizing the evaluation of current codes and ordinances.

Task 1.5 Preliminary Recommendations Memo

A summary of the expected key recommendations for all major zoning ordinance elements as determined in Task 1.4 will be provided to Village staff in memo form.

Deliverables: Preliminary Recommendations Memo establishing key recommendations for the zoning code update.

PHASE 2: PREPARATION OF NEW DEVELOPMENT REGULATIONS

Each of the following tasks identified below will be reviewed by the Planning and Zoning Commission, and revisions made prior to presentation of the recommended Zoning Ordinance Update. Recommended changes to regulations and/or procedures will be presented utilizing 'track-changes' in PDF format, with additional annotations, where necessary, providing comments to explain the purpose of the regulation and alternative standards.

- **Steering Committee Meetings.** Prior to submitting draft revisions to the Planning and Zoning Commission for each task or group of zoning issues suggested below, Teska will attend one (1) meeting with the Steering Committee (up to four (4) meetings in total) to review the proposed changes and modify the draft regulations prior to submittal to the Planning and Zoning Commission.
- **Planning and Zoning Commission.** Teska will attend regularly scheduled Planning and Zoning Commission meetings and provide updates on the progress of the Zoning Code update. Teska will attend two (2) meeting of the Planning and Zoning Commission to present the draft Zoning Ordinance prior to the public hearing.
- **Work Products.** For each task below, Teska will provide draft regulations in PDF format.

Task 2.1 Drafting Zoning Ordinance Revisions

Based upon the findings of Phase 1, Teska will prepare draft regulations amending parts, or entire sections, of the Village's Zoning Ordinance. It is anticipated that the draft regulations will be organized into four (4) groups of related chapters or topics. Each group will be submitted to the Steering Committee incrementally, to be followed by a meeting with the Committee for review, and then revised based on the Committee's recommendations. The issues, topics, and sequence of these discussions will be based on the issues identified by the Village, Teska's review of existing Village codes, and priorities established during Task 1.4, the policy workshop.

Grouping of sections to be addressed may include the following:

- Residential, commercial and industrial district uses and design standards, potential mixed-use or planned development districts, and potential Zoning Map amendments.
- General property conditions and standards for specific uses including home occupations, outdoor storage, farm animals (chickens, goats, etc.) accessory structures; nonconforming lots/uses/structures, communication towers and antennas; green and sustainability incentives/standards, and other environmental best practices to address issues associated with energy consumption, resource protection, and water management.
- Special Use and PUD regulations, including Special Districts such as overlay districts, planned development districts, or mixed-use development districts.
- Design Review standards and procedures including architectural design, sign standards, landscaping, and site plan review; parking standards including a close examination of on-site parking requirements and opportunities to integrated shared parking, bicycle parking, residential and commercial truck parking, and landscape standards for parking lots.
- Development Review Procedures for all types of zoning approvals, including submittal requirements, and definitions.

(Note: Stormwater best management standards to be incorporated in the Zoning Code will be obtained from available Village sources, including Will County.)

Deliverable: Digital PDF copy of Draft Ordinance in track-changes format.

PHASE 3: FINAL REVIEW AND IMPLEMENTATION

Task 3.1 Preparation of Final Draft Zoning Ordinance

Teska will consolidate the recommended changes from Phase 2 into a complete draft Zoning Ordinance Update. The final draft will retain all changes as highlighted text in track-changes format. Teska will provide a digital copy of the draft to the Village.

Deliverable: Digital PDF copy of final draft Zoning Ordinance in track-changes format.

Task 3.2 Discussion of Final Draft Ordinance with Planning and Zoning Commission

Teska will attend two (2) meetings with the Planning and Zoning Commission to review the final draft ordinance in its entirety. Based upon input from this meeting, minor changes will be made to the draft ordinance as directed by the Planning and Zoning Commission. The final zoning ordinance will be an interactive document that will provide links to related sections, documents and graphics.

Deliverable: Digital PDF copy of revised final draft Zoning Ordinance incorporating Planning and Zoning Commission comments in track-changes format.

Task 3.4 Public Hearing

Teska will present the final draft Zoning Ordinance at one (1) public hearing before the Planning and Zoning Commission. Teska will provide a summary of the major changes to the ordinance and offer a brief explanation of the reasons for the changes. Additionally, we will field questions and take feedback from citizens and other stakeholders present at the hearing.

Deliverables: PowerPoint presentation, fifteen (15) printed copies, one (1) electronic copy in PDF format, for public review.

Task 3.5 Planning and Zoning Commission Review and Final Approval

Based upon input from the public hearing, Teska will attend one (1) Planning and Zoning Commission meeting to review the comments from the public hearing and discuss further minor modifications as necessary.

Deliverable: Final draft Zoning Ordinance incorporating revisions as directed by the Planning and Zoning Commission.

Task 3.6 Presentation to the Village Board, Adoption and Revisions

Teska will attend one (1) meeting of the Village Board to present the recommended final draft of the Zoning Ordinance, as recommended by the Planning and Zoning Commission, for approval and will prepare minor revisions to the proposed ordinance text as determined necessary by the Village Board.

Deliverables: The final Zoning Ordinance, as approved by the Village Board, will be provided in digital PDF and MS Word formats. One (1) original printed paper copy will also be provided for future reproduction.