

**M E M O R A N D U M**

TO: Village President and Board of Trustees

FROM: Robert O. Barber, Village Administrator

DATE: Friday, June 23, 2023

RE: VILLAGE ADMINISTRATOR MATERIALS FOR VILLAGE BOARD MEETING

BOARD MEETING DATE: *Monday, June 26, 2023 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. OATH OF OFFICE: NEW POLICE OFFICER CONNOR DEBUTCH

2. CONSIDER A PROPOSAL FROM B+F CODE, INC. FOR FIRE INSPECTION SERVICES FOR THE VILLAGE OF BEECHER. Safebuilt was unable to provide an inspector so two other firms were solicited. One of these firms could not commit its personnel at this time but the other firm, B+F Code, did have a team of four certified fire inspectors and one of these would be assigned to Beecher for our program. The cost would be \$90 per hour and include we would be charged for one-way drive time. The inspector wears a red B+F Code uniform and name tag and is trained in customer service. They would prefer a full day of inspections to make the drive worthwhile. It is recommended we use this company for inspections.

3. SOUTH SUBURBAN AIRPORT UPDATE. The Village President received this in the mail last week and wished to share it with the Board to get a snapshot of where the airport project is at this point in time.

4. JULY 10<sup>TH</sup> VILLAGE BOARD MEETING WILL BE LIGHT ON SUBSTANCE. Due to the 4<sup>th</sup> of July Holiday and the early date of this meeting, we are going to keep this meeting fairly short so do not expect a lot of material to be presented. We will hold all monthly reports until July 24<sup>th</sup>.

5. REQUEST FOR CLOSED SESSION TO DISCUSS LEAD WATER OPERATOR POSITION AND A LETTER OF RESIGNATION.

***A. FINANCE AND ADMINISTRATION COMMITTEE – Todd Kraus Chair, Ben Juzeszyn***

1. CONSIDER A MOTION APPROVING THE BILLS AS PRESENTED AT THE MEETING.

2. AUDIT PROCESS BEGINS. Staff has been preparing documents and records from the previous fiscal year for the pending audit this July. The audit will be presented to the board in October.

3. MENARD COMPLETES ACTUARIAL VALUATION OF POSTEMPLOYMENT BENEFITS IN ACCORDANCE WITH GASB STATEMENT #75. This is a requirement of the audit and it has been determined that the Village has \$229,787 in potential future health insurance liability due to retirees. This amount does get placed into our audit.

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

1. PROJECT PICKLE UPDATE

2. WELTON STEDT PARK UPDATE

3. NEW PUBLIC SAFETY BUILDING DESIGN AND BID UPDATE. A project schedule has been established by the architect and engineer. The actual pricing may come in lower but this estimate does not include furnishings. We can go to bid as early as July 26<sup>th</sup> and open bids on August 30<sup>th</sup>. This puts us into October for site development. However, pricing remains to extremely volatile and we will have to collectively decide the best time to go to bid. See the enclosed schedule.

***C. PLANNING, BUILDING AND ZONING COMMITTEE – Erik Gardner Chair, Joe Tieri***

1. RESULTS OF PZC MEETING held last Thursday night will be provided by the Chairman.

***D. PUBLIC SAFETY COMMITTEE – Joe Tieri Chair, Roger Stacey***

1. RESULTS OF GOULD ST. BURNOUT EVENT

2. FOURTH OF JULY PREP UPDATE

3. BIKE RODEO JULY 1<sup>ST</sup> WITH REGISTRATION OF 8:30 A.M. TO 9:00 A.M. The bike rodeo starts at 9am and you must be registered to participate.

***E. PUBLIC WORKS COMMITTEE – Roger Stacey Chair, Erik Gardner***

1. PENFIELD STREET PROJECT UPDATE will be provided at the meeting.

2. INDIANA AVENUE RESURFACING UPDATE. A pre-con meeting was held last Thursday on this project and an update will be provided.

3. GOULD STREET WATERMAIN REPLACEMENT PUNCH LIST ITEMS UPDATE. We believe there is only one remaining item to complete and an update will be provided.

4. DIXIE HIGHWAY WATERMAIN CROSSOVER PROJECT. The Village has obtained commitments to sign the easements on the east side of Dixie between Miller and Fairway. Paperwork for the \$500,000 grant from the County is being processed. We will be ready to go to bid on this project later this Fall once the County executes the grant agreement. The committee still needs a plan to finance the Village's \$639,000 share of the project and front the additional \$500,000.

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

1. RESULTS OF SHOUT BAND CONCERT ON JUNE 18<sup>TH</sup>

2. CONSIDER AN ORDINANCE AUTHORIZING THE VILLAGE PRESIDENT AND CLERK TO SIGN A REDEVELOPMENT AGREEMENT WITH UNION ELECTRONICS, INC. TO PROVIDE TIF REIMBURSEMENT EQUAL TO THE PURCHASE PRICE OF THE PROPERTY AT A RATE OF 75% PER YEAR CAPPED AT 12 YEARS EXCLUDING ANY PARTIAL YEARS. This agreement is in conformance with the resolution the Village board just adopted and the purchase price is \$975,000. Please see the enclosed agreement.

***G. OLD BUSINESS***

***H. NEW BUSINESS***

***I. ADJOURN INTO EXECUTIVE SESSION (if necessary)***

***J. ADJOURNMENT***

**MINUTES OF THE REGULAR MEETING OF THE PRESIDENT  
& BOARD OF TRUSTEES OF THE VILLAGE OF BEECHER  
HELD AT THE BEECHER VILLAGE HALL,  
625 DIXIE HIGHWAY, BEECHER, ILLINOIS  
JUNE 12, 2023 -- 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 Juzeszyn, Kraus, Gardner, Stacey and Gianotti.

ABSENT: Trustee Tieri.

**STAFF PRESENT:** Deputy Clerk Patty Meyer, Administrator Robert Barber, Public Works Superintendent Matt Conner, Treasurer Donna Rooney, Chief Terry Lemming and EMA Director Bob Heim.

**GUEST:** George Schuitema.

**APPROVAL OF MINUTES**

President Meyer asked for consideration of the minutes of the May 22, 2023 Board meeting. Trustee Kraus made a motion to approve the minutes as written. Trustee Stacey seconded the motion.

AYES: (4) Trustees Juzeszyn, Kraus, Stacey and Gianotti.

NAYS: (0) None.

ABSTAIN: (1) Trustee Gardner.

Motion carried.

**RECOGNITION OF AUDIENCE** – None.

**VILLAGE CLERK'S REPORT**

Deputy Clerk Meyer provided a report on tax income received in May, 2023.

**REPORTS OF VILLAGE COMMISSIONS**

Trustee Kraus provided a 4<sup>th</sup> of July Commission report. The festival opens in 18 days. Four corner signs are up, flyers are done and lighting project is complete. Carnival is scheduled to roll in on June 27<sup>th</sup> or 28<sup>th</sup>. Car raffle sales are doing well. Posters for the event are available at the Village Hall. This year's festival will have the biggest fireworks show in the Commission's history.

Trustee Juzeszyn provided a Youth Commission report. The Kick Off to Summer event on June 3<sup>rd</sup> had a good turnout. Donations of \$289 were received at the pitch-burst. Next meeting is scheduled for Tuesday, June 20<sup>th</sup>. Next event scheduled is the kid and pet parade on Friday, June 30<sup>th</sup>.

Trustee Gardner provided a Historic Preservation Commission report. A clean up day was held on May 27<sup>th</sup> at the Depot. Trustee Gardner thanked the Public Works Department for their help. The Commission meets the third Wednesday of each month at 6 p.m. at the Depot.

### **VILLAGE PRESIDENT REPORT**

President Meyer reported that Safebuilt's fire inspector has declined the position. Two other companies are providing proposals for our fire inspection program to Administrator Barber. Board will review options at a future meeting.

### **A. FINANCE AND ADMINISTRATION COMMITTEE**

Trustee Kraus made a motion to approve the Treasurer's report of financial activity for the prior month. Treasurer Rooney was present and provided a report. Administrator Barber noted the amount that is currently in CDs and their interest rates. Trustee Juzeszyn seconded the motion.

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

NAYS: (0) None.

Motion carried.

Variance reports were provided in the packet for review.

Trustee Kraus asked that the bill for Chicago Communications in the amount of \$379.50 be removed from the bill list. Trustee Kraus then made a motion to approve payment of the revised list of bills in the amount of \$155,967.60 and payrolls for the previous month. Trustee Juzeszyn seconded the motion.

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

NAYS: (0) None.

Motion carried.

Vendors payment report and annual Treasurer's report were provided in the packet for review.

**RESOLUTION #2023-12** – A Resolution for maintenance of Village streets with Motor Fuel Tax funds under the Illinois Highway Code. Trustee Kraus made a motion to adopt Resolution #2023-12. Trustee Juzeszyn seconded the motion.

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

NAYS: (0) None.

Motion carried.

The Board will be considering a financing plan for the Dixie Highway crossover project in the coming months. A draft plan was provided in the packet for review.

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

Superintendent Conner provided a Project Pickle update. The pavement is done. Superintendent Conner is waiting to schedule with the fencing company and then four coats of epoxy will be laid.

Administrator Barber provided a public safety building design update. There was an issue with the dumpster location. Technical specifications are being put together for the bid. Bid date will need to be determined.

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

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

Trustee Gardner made a motion to accept a proposal in the amount of \$57,500 from Teska and Associates to conduct a comprehensive amendment to the Beecher Zoning Ordinance. A copy of the proposal was provided in the packet for review. Administrator Barber stated that this is under the amount budgeted. The Planning and Zoning Commission will choose amongst themselves three people to be the Steering Committee. Trustee Stacey seconded the motion.

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

NAYS: (0) None.

Motion carried.

The next Planning and Zoning Commission meeting is scheduled for Thursday, June 22<sup>nd</sup> at 7 p.m. Staff is anticipating a special use permit request for an LED sign and to begin work on the new Zoning Ordinance.

**D. PUBLIC SAFETY COMMITTEE**

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

Chief Lemming provided status of the new squad car. Graphics have been installed and a grant was received for an in-car computer. New squad should be in service next week.

The Police Department is looking for volunteers to help with the Bike Rodeo on July 1<sup>st</sup>. Registration will begin at 8:30 a.m., with the rodeo beginning no later than 9:15 a.m.

Trustee Stacey requested an Executive Session be held to consider a conditional offer of

employment for a full-time Police officer, due to a resignation.

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

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

A Penfield STP project update was provided. Contractor has begun potholing. Road closure at bridge is scheduled for Monday, June 26<sup>th</sup>. Completion is anticipated by Thanksgiving.

A Gould Street watermain punch list update was provided. Patching was completed last week and landscaping is being done today. Contractor is supposed to water newly landscaped areas for sixty days.

Superintendent Conner provided a mosquito abatement program and adult spraying schedule update. Adult spraying began last week. Larvicide was completed in late May.

The Board was presented the stormwater action plan. The Board discussed the Village's progress in eliminating illicit stormwater discharges into Trim Creek. Because the Village has formal drainage systems that discharge into the creek, it may be liable for anything that may enter the creek which is considered a sensitive habitat and a recreational stream. The Village is required to inspect each of these outfall structures each year and report to the IEPA any discharge which may be polluting the creek. Employees also have to attend training programs and the Village must promote clean water practices (of PMPs) in the Village newsletter and on the website. The Village Board is required to be aware of these activities. The formal application was provided in the packet for review.

The Public Works Committee will meet over the summer to discuss long-range capital planning for the Department.

The five-year pesticides and aquatics licenses have been received – been waiting 1-1/2 years.

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

Results were provided of the first summer concert held Saturday, June 3<sup>rd</sup>, featuring Iron Horse. There was an excellent turnout and a great show. Trustee Juzeszyn thanked the Beecher High School soccer team, Sit-N-Bull and Neighborhood Nutrition for contributing to the event. The Committee still has glow sticks for future concerts. The next Concert in the Park is Sunday, June 18<sup>th</sup>, 1-4 p.m., featuring the Shout Section Big Band. Pop and water will be sold and attendees were encouraged to bring their own food.

An Illiana Business Park update was provided. Administrator Barber has a meeting with Union Electronics on Wednesday at 3 p.m. to discuss how the TIF program works. Union Electronics has

increased their proposed building to 100,000 square feet on a five-acre site.

The proposed solar farm on School District property appears to be a dead issue due to the lack of ComEd infrastructure to support the load requirements of the facility.

There being no further business to discuss in regular session, Trustee Stacey made a motion to adjourn into Executive Session at 7:25 p.m. to discuss a conditional offer of employment for a full-time Police officer. Trustee Kraus seconded the motion.

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

NAYS: (0) None.

Motion carried.

Trustee Stacey made a motion to return to regular session at 7:35 p.m. Trustee Gianotti seconded the motion.

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

NAYS: (0) None.

Motion carried.

Trustee Kraus made a motion to make a conditional offer of employment for a full-time Police officer to Connor DeButch. Trustee Stacey seconded the motion.

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

NAYS: (0) None.

Motion carried.

## **G. OLD BUSINESS**

Trustee Kraus asked about a timeline for work at Welton Stedt Park. Project will be done in early fall.

Trustee Gianotti wanted to stress that registration for the July 1<sup>st</sup> bike rodeo is from 8:30 a.m. to 9:15 a.m.

## **I. NEW BUSINESS**

President Meyer reported to the Board that she received a call from a current liquor/gaming license holder that is interested in selling just the gaming portion of their business. Chief Lemming will check with Illinois Gaming Commission regarding this matter.

President Meyer reported to the Board regarding a gaming café that is considering a Beecher location.

Administrator Barber reminded the Board that his last day of employment is December 15, 2023. The Board hopes to have a person in place to overlap the position prior to December 15th.



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

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

NAYS: (0) None.

Motion carried.

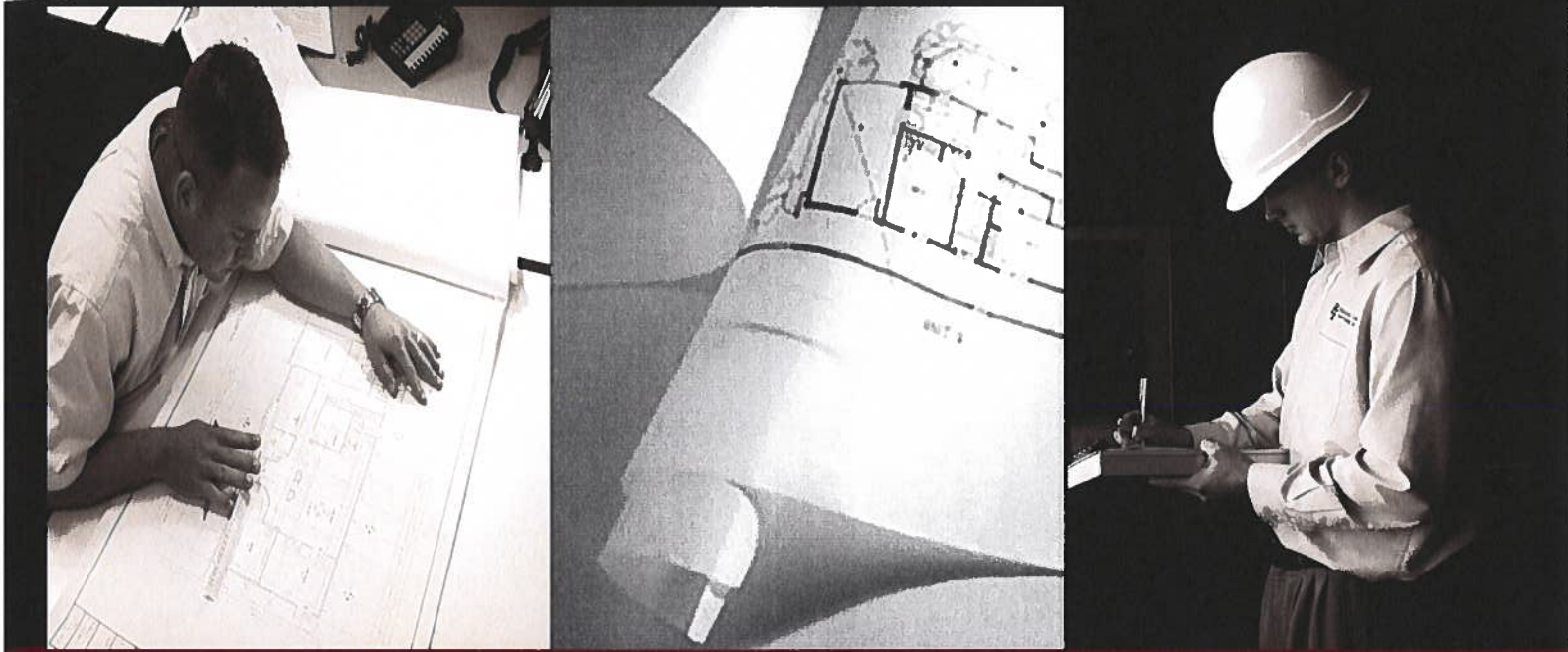
Meeting adjourned at 7:54 p.m.

Respectfully submitted by:

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Patty Meyer  
Deputy Clerk

**B & F** CONSTRUCTION CODE SERVICES, INC.  
**BUILDING & FIRE PROTECTION PLAN REVIEW**  
® TRAINING • INSPECTIONS • CODE CONSULTING



June 15, 2023

Bob Barber  
Village Administrator  
Village of Beecher  
625 Dixie Highway  
P.O. Box 1154  
Beecher, Illinois 60401

Thank you for the opportunity to present a proposal to the Village of Beecher for fire inspections.

If you have any questions please give me a call at 847-428-7010 or email [jschuldt@bfccs.org](mailto:jschuldt@bfccs.org).

Sincerely,

***John Schuldt***  
John Schuldt  
Director of Administration

**B & F CONSTRUCTION CODE SERVICES, INC.**  
2420 Vantage Road • Elgin, IL 60124  
Telephone: (847) 428-7010 • Fax: (847) 428-3151

## PROFESSIONAL SERVICE AGREEMENT

### *Fire Inspections*

#### **Services to be provided:**

B & F Construction Code Services, Inc. will provide a Certified Fire Inspector to perform Fire Inspections on behalf, and within the jurisdictional limits, of the Village of Beecher on as needed basis.

The inspectors shall have proper inspection equipment to conduct inspections as required. Equipment shall include a clipboard, flashlight, tape measure, thermometer and other equipment as determined to provide a quality inspection. Inspectors shall also have appropriate Person Protection Equipment (PPE). The inspector shall wear a B & F Construction Code Services, Inc. issued uniform. Each inspector shall utilize B & F Inspection forms or forms acceptable to the village. The inspector shall utilize a B & F Construction Code Services, Inc. company vehicle to conduct inspections.

Reports shall be dropped off in person or emailed within one (1) business day.

The Village of Beecher and B & F Construction Code Services Inc. will mutually work to determine the days and hours for fire inspections to be conducted.

#### **Per Inspection Pricing:**

Fire Inspection \$90.00 per hour  
(Minimum of (2) hours per trip (day) Travel not included in the minimum hours and travel charged one way at hourly rate).

This contract shall be subject to annual price increases that shall not exceed the Consumer Price Index for ALL Urban Consumers (CPI-U) for the Chicago-Gary-Kenosha, IL, IN, WI Area issued by the United States Department of Labor between January 15 of the preceding calendar year and January 15 of the current calendar year or 3%, whichever is higher. Notification shall be made 60 days prior.

All B & F Construction Code Services, Inc. employees are covered by the following:

- A. Workers Compensation Insurance;
- B. General Liability Insurance; and
- C. Professional Liability Insurance.

A Certificate of Insurance can be provided by request.

*The Village of Beecher shall agree not to attempt to hire any of B & F Construction Code Services, Inc. officers, employees, agents, or consultants for a period of one (1) year after the individual is no longer employed by B & F Construction Code Services, Inc.*

#### **FUEL SURCHARGE**

Fuel surcharge – In the event fuel cost increase to a national average of Five Dollars (\$5.00) or more per gallon there will be eight percent (8%) added to the inspection (first and re-inspections) fee

Village of Beecher

Accepted By \_\_\_\_\_

Please Print \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

B & F Construction Code Services

Accepted By John A. Schuldt

Please Print John A. Schuldt

Title Director of Administration

Date June 15, 2023

## South Suburban Airport Annual Progress Report

As Required by the Public-Private Agreements for  
the South Suburban Airport Act (620 ILCS 75/)

Section 2-75 of the **Public-Private Agreements for the South Suburban Airport Act (620 ILCS 75/)** requires the Department to "prepare an annual written progress report on the South Suburban Airport project. The report shall include the status of any public-private agreements or other contracting and any ongoing or completed studies."

### **Status of Public-Private Agreements**

To date, the Department has not initiated any of the Public-Private Partnership activities specifically authorized by the Act.

### **Other Contracting**

The following are separate from and do not rely on the authority granted under 620 ILCS 75/ - Public-Private Agreements for the South Suburban Airport Act:

- The South Suburban Airport (SSA) "Land Acquisition, Property Management, and Relocation Contract" managed by the Department's Division of Aeronautics expired in September 2021 and has been replaced by a "Property Management" contract with a revised scope of services.
- The Department's Division of Aeronautics initiated the procurement process for engineering services related to safety enhancements and airfield improvements specific to Bult Field (C56).
- The Department's Office of Programming & Planning, in coordination with the Department of Commerce and Economic Opportunity (DCEO), continued efforts on two Work Orders: the first to "develop an action plan" related to an RFI for "the land originally acquired for the South Suburban Airport," and a second complimentary effort was conducted to produce a high-level analysis of the current air cargo industry and how it could relate to SSA.

### **Ongoing/Completed Studies & Efforts**

The SSA Project was placed "under review" by the previous administration and remains so to-date. Major land acquisition, planning, and environmental efforts were largely suspended at that time and have not been reactivated. Property management of the 4,550+ acres of acquired land remains ongoing by the Department's Division of Aeronautics, including the operation of Bult Field (C56), a corporate/general aviation airport located within the footprint of the overall proposed SSA development. Additional information can be found on the project's website at [www.SouthSuburbanAirport.com](http://www.SouthSuburbanAirport.com). For information about Bult Field, please visit [www.BultField.com](http://www.BultField.com).

As with most major projects, SSA is comprised of multiple interdependent facets. The following high-level progress updates are for "ongoing/completed studies" associated with the overall SSA Project. These Project components are separate from and do not rely on the authority granted under 620 ILCS 75/ - Public-Private Agreements for the South Suburban Airport Act:

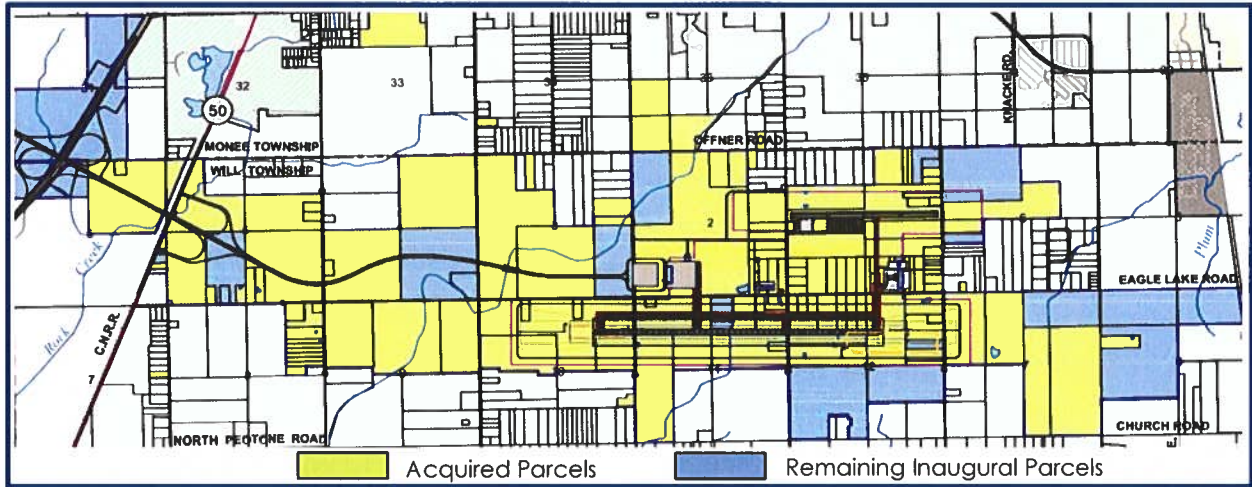
- **Land Acquisition**: No new land acquisition in FY2023. Land Acquisition Summary & Land Acquisition Status Map included as [Attachment A](#).
- **Airport Master Plan**: No progress in FY2023. Master Plan status provided in [Attachment B](#).
- **Tier 2 Environmental Impact Statement (EIS)**: No Progress in FY2023. Status of environmental efforts included as [Attachment C](#).
- **Project Delivery**: No progress in FY2023. Preferred delivery method remains undetermined.
- **Project Outreach**: No major activities in FY2023. Project website is active.
- **Property Management**: Management of the **4,550+ acres** of land acquired in support of the project is ongoing. This includes the operation of Bult Field (C56), a corporate/general aviation airport located within SSA's inaugural boundary. Project-wide lease revenues in FY2023 total **\$1.5 Million**. Lease Status provided in [Attachment D](#).

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# Attachment A

<i>Acquisition Summary</i>	<i>Status</i>	
Inaugural Airport	117 Parcels	4,250.68 Acres ±
Ultimate (Hardship / Protective Purchases)	35 Parcels	304.10 Acres ±
<b>TOTAL ACQUIRED</b>	<b>152 Parcels</b>	<b>4,554.78 Acres ±</b>



## Attachment B

<b>Master Plan Components</b>	<b>Status</b>
<b>Existing Conditions Report</b> <i>Describes the current environmental &amp; social setting in and around the airport site.</i>	<b>FAA ACCEPTED</b> <i>December 2011</i>
<b>Aviation Forecasts</b> <i>Predicts the number of aircraft and type (passenger, cargo, general aviation) that will use the airport over a 20 year timeframe.</i>	<b>FAA APPROVED</b> <i>March 2011</i>
<b>Facility Requirements Report</b> <i>Defines the size and number of airfield facilities (runways, taxiways, aprons, hangars, terminals, etc.) needed to handle the aeronautical passenger, cargo and general aviation demand contained in the approved Aviation Forecast Report.</i>	<b>FAA ACCEPTED</b> <i>November 2011</i>
<b>Alternatives Development &amp; Evaluation Report</b> <i>Reviews different airfield airside (runways, taxiways, aprons) and landside components (terminals, hangars, parking, access roadways) and determines the best environmental, operational, and cost effective configuration for development.</i>	<b>FAA ACCEPTED</b> <i>June 2012</i>
<b>Airport Access Plan</b> <i>Outlines airport access considerations, including projected traffic levels and potential improvements to the surrounding road network.</i>	<b>Awaiting FAA Review/Acceptance</b>
<b>Airport Layout Plan &amp; Airport Plans Report</b> <i>Comprehensive set of detailed technical drawings that graphically depict the airfield components. A companion document, the Airport Plans Report, outlines the Federal criteria used in the preparation of the ALP and includes a narrative description of each of the ALP sheets.</i>	<b>Awaiting FAA Review/Acceptance</b>
<b>Environmental Considerations Report</b> <i>Outlines the environmental features and resources that may be potentially impacted by the construction and operation of SSA. Also identifies potential permits and other approvals that may be required to allow for early coordination with resource agencies.</i>	<b>FAA ACCEPTED</b> <i>November 2013</i>
<b>Facilities Implementation Plan</b> <i>Defines the detailed steps (phasing) needed to construct &amp; operate the airport. Estimates cost and schedule to develop the Inaugural Airport Program.</i>	<b>Awaiting FAA Review/Acceptance</b>
<b>Financial Feasibility Report</b> <i>Identifies the financial options available to construct &amp; operate the airport.</i>	<b>Awaiting FAA Review/Acceptance</b>

## Attachment C

### **Environmental Reports & Activities**

*(Environmental reports below support IDOT's Airport Master Plan and FAA's EIS, but do not represent FAA's complete EIS effort.)*

### **Status**

#### **Airspace Modeling**

*The FAA initiated an airspace study to analyze SSA's role in the region's complex airspace structure - which includes some of the business airports and airspace in the world. This study will help the FAA determine how to best integrate aircraft flying to and from SSA into the National Airspace System*

**FAA Modeling Effort Completed;**  
**Positive Results: SSA Operations Can**  
**Successfully Integrate Into Regional**  
**Airspace Structure**  
*January 2015*

#### **Access Justification Report (AJR)**

*An AJR is being prepared to analyze and seek IDOT and Federal Highway Administration approval for an SSA interchange from I-57 and access from IL-50.*

**FHWA: Concept Approval**

#### **Archaeological**

*Detailed archaeological surveys conducted by the University of Illinois' Illinois State Archaeological Survey (ISAS) in accordance with Section 106 of the National Historic Preservation Act.*

**No Significant Findings to Date**

#### **Wildlife Hazard Assessment & Mitigation Plan**

*A 12-month field survey is being conducted to provide an assessment of potential wildlife hazards that may exist on or around the airfield. The mitigation plan will offer possible wildlife management solutions.*

**Completed**

#### **Wetlands Report**

*Inaugural site (5,000+ acres) was surveyed and documented to create an inventory of the existing wetlands.*

**Accepted by FAA; IDNR Concurrence**  
**USACE APPROVED**  
**Jurisdictional Determination**  
*July 2013*

#### **Floodplain Modeling**

*Watersheds were mapped through the use of aerial LIDAR (Light Detection And Ranging), which utilizes airborne lasers to create a 3-D model of the surface.*

**FAA ACCEPTED**  
*July 2013*



## Attachment D

<b><i>Property Management - Leases</i></b>	<b><i>Status (June 2023)</i></b>
Agricultural	82 Parcels; 20 Leases 3,717.7 Acres±; 2,793.4 Tillable±
Residential	21
C56 Hangar	114
Commercial	5
<b>TOTAL</b>	<b>160 Leases</b>

*MC, Inc.*  
**Menard Consulting, Inc.**  
**Actuaries & Consultants**

Actuarial Valuation of Other Postemployment Benefits  
In accordance with GASB Statement No. 75  
For the Fiscal Year Ending April 30, 2023

**Village of Beecher**  
**Postretirement Health Plan**

Alternative Measurement Method

June 14, 2023

Menard Consulting, Inc.  
211 E. Lake Street, Suite 11  
Addison, IL 60101

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# Table of Contents

<b>Executive Summary</b> .....	<b>1</b>
<b>Statement of Actuarial Opinion</b> .....	<b>2</b>
<b>Notes to Financial Statements</b> .....	<b>3</b>
Changes in the Net OPEB Liability .....	3
OPEB Expense .....	3
Deferred Outflows/Inflows of Resources .....	4
Significant Assumptions .....	4
Discount Rate .....	5
<b>Deferred Outflows/Inflows of Resources – Development</b> .....	<b>6</b>
Difference Between Expected & Actual Experience (Economic & Demographic) .....	6
Changes of Assumptions .....	6
Net Difference Between Projected & Actual Earnings on OPEB Plan Investments .....	7
Future Deferred Outflows/Inflows of Resources .....	7
<b>Sensitivity Testing of the Net OPEB Liability</b> .....	<b>8</b>
<b>Participant Data</b> .....	<b>9</b>
Counts and Statistics .....	9
<b>Actuarial Methods and Assumptions</b> .....	<b>10</b>
Actuarial Methods .....	10
Actuarial Assumptions .....	11
Starting Per Capita Costs Development .....	12
<b>Summary of Eligibility &amp; Coverage</b> .....	<b>13</b>
Eligibility Provisions .....	13
Medical Coverage .....	13
<b>Comments</b> .....	<b>14</b>
<b>Glossary</b> .....	<b>15</b>

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## Executive Summary

This report details the data, assumptions, and underlying methodology used in the GASB 75 actuarial valuation for Fiscal Year 2023.

The following exhibit illustrates the Net OPEB Liability and OPEB Expense.

<b><u>Total OPEB Liability</u></b>	
Active Employees	\$229,787
Inactive Employees Entitled to But Not Yet Receiving Benefits	0
Inactive Employees Currently Receiving Benefits	<u>0</u>
<b>TOTAL</b>	<b>\$229,787</b>
<b>Plan Fiduciary Net Position</b>	<b><u>\$0</u></b>
<b>Net OPEB Liability</b>	<b>\$229,787</b>
<b>OPEB Expense</b>	<b>\$11,441</b>

Refer to the “Glossary” section of this report for definitions of GASB 75 terms.

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## Statement of Actuarial Opinion

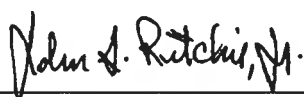
This report documents the results of an actuarial valuation for the Village of Beecher of their Postretirement Health Plan. The primary purpose of the valuation is to determine the obligations and costs for Fiscal Year 2023 in accordance with Government Accounting Standard No. 75 (“GASB 75”). Determinations for purposes other than meeting the Employer’s financial accounting requirements may be significantly different from the results herein.

In performing the valuation, I relied on information and data regarding plan provisions, plan participants, and benefit payments provided by Village personnel. An audit of the information was not performed, but the information was reviewed for reasonableness as appropriate based on the purpose of this valuation. The accuracy of the results is dependent upon the accuracy and completeness of the underlying information. All of the information was relied upon in drawing conclusions.

The valuation results in this report involve actuarial calculations that require assumptions about future events. The Village of Beecher is responsible for the selection of assumptions. I believe that the assumptions used in this valuation are reasonable and appropriate for the purposes for which they have been used.

To the best of my knowledge, all calculations are in accordance with the Alternative Measurement Method as detailed in GASB 75, requirements of applicable financial accounting standards, and the procedures followed and presentation of results conform to generally accepted actuarial principles and practices. I meet the Qualification Standards of the American Academy of Actuaries to render this Actuarial Opinion. There is no relationship between the Village of Beecher and Menard Consulting, Inc. that impairs objectivity.

The information contained in this report was prepared for use by the Village and its auditors. It is not intended or necessarily suitable for other purposes. It is intended to be used in its entirety to avoid misrepresentations.



John S. Ritchie, ASA, MAAA  
Member, American Academy of Actuaries  
Membership Number: 30294  
John.Ritchie@MenardConsult.com

## Notes to Financial Statements

### Changes in the Net OPEB Liability

	<b>Total OPEB Liability</b>	<b>Plan Fiduciary Net Position</b>	<b>Net OPEB Liability</b>
Balances as of 4/30/2022	\$332,015	\$0	\$332,015
Changes for the year:			
Service Cost	\$12,241	\$0	\$12,241
Interest on Total OPEB Liability	13,214	0	13,214
Changes of Benefit Terms	0	0	0
Difference Between Expected & Actual Experience	(128,895)	0	(128,895)
Changes of Assumptions and Other Inputs	1,213	0	1,213
Contributions – Employer	0	0	0
Contributions - Active & Inactive Employees	0	0	0
Net Investment Income	0	0	0
Benefit Payments <sup>(1)</sup>	0	0	0
Administrative Expenses	0	0	0
Other Changes	<u>0</u>	<u>0</u>	<u>0</u>
Net Changes	(\$102,228)	\$0	(\$102,228)
Balances as of 4/30/2023	\$229,787	\$0	\$229,787

(1) Includes the Implicit Rate Subsidy.

### OPEB Expense

Service Cost	\$11,772
Interest on Service Cost	<u>469</u>
Total	\$12,241
Interest Cost	13,214
Difference Between Expected & Actual Experience	(14,001)
Changes of Assumptions and Other Inputs	<u>(13)</u>
<b>Total</b>	<b>\$11,441</b>

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## Notes to Financial Statements

(Continued)

### Deferred Outflows/Inflows of Resources

	<b>Deferred Outflows of Resources</b>	<b>Deferred Inflows of Resources</b>
Difference Between Expected & Actual Experience	\$10,569	\$133,082
Changes of Assumptions	40,704	49,014
Net Difference Between Projected & Actual Earnings on OPEB Plan Investments	<u>0</u>	<u>0</u>
<b>Total</b>	<b>\$51,273</b>	<b>\$182,096</b>

### Significant Assumptions

<b>Health Care Trend Rates</b>	
Initial Health Care Cost Trend Rate	7.00%
Ultimate Health Care Cost Trend Rate	4.50%
Fiscal Year the Ultimate Rate is Reached	Fiscal Year 2038
<b>Additional Information</b>	
Valuation Date	May 1, 2022
Measurement Date	April 30, 2023
Actuarial Cost Method	Entry Age Normal (AMM)
Discount Rate	
- Beginning of the Fiscal Year	3.98%
- End of the Fiscal Year	4.14%
Inflation Rate	3.00%
Salary Rate Increase	4.00%
Funded Ratio	0.00%
(Fiduciary Net Position as a percentage of Total OPEB Liability)	
Covered Payroll	\$1,565,096
Net OPEB Liability as a Percentage of Covered Payroll	14.68%

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## Notes to Financial Statements

(Continued)

### **Discount Rate**

The Village does not have a dedicated Trust to pay retiree healthcare benefits. Per GASB 75, the discount rate should be a yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher (or equivalent quality on another rating scale).

A rate of 4.14% is used, which is the S&P Municipal Bond 20 Year High-Grade Rate Index as of April 30, 2023.



**Deferred Outflows/Inflows of Resources – Development**

**Difference Between Expected & Actual Experience (Economic & Demographic)**

Difference		(\$128,895)
Average Expected Remaining Service Lives		9.65 years
<u>Amortization Schedule</u>		
Fiscal Years 2023 - 2031:	(\$13,357)	
Fiscal Year 2032:	(\$8,678)	

**Changes of Assumptions**

<u>Change in Discount Rate</u>		
Difference		(\$5,425)
Average Expected Remaining Service Lives		9.65 years
<u>Amortization Schedule</u>		
Fiscal Years 2023 - 2031:	(\$562)	
Fiscal Year 2032:	(\$365)	

<u>Change in Trend Rates</u>		
Difference		\$6,076
Average Expected Remaining Service Lives		9.65 years
<u>Amortization Schedule</u>		
Fiscal Years 2023 - 2031:	\$630	
Fiscal Year 2032:	\$409	

<u>Change in Mortality Assumption</u>		
Difference		\$561
Average Expected Remaining Service Lives		9.65 years
<u>Amortization Schedule</u>		
Fiscal Years 2023 - 2031:	\$58	
Fiscal Year 2032:	\$38	

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**Deferred Outflows/Inflows of Resources – Development**  
(Continued)

**Net Difference Between Projected & Actual Earnings on OPEB Plan Investments**

Not applicable.

**Future Deferred Outflows/Inflows of Resources**

Fiscal Year Ending:	Outflows	Inflows
April 30, 2024	\$7,255	\$21,269
April 30, 2025	7,255	21,269
April 30, 2026	7,255	21,269
April 30, 2027	7,255	21,269
April 30, 2028	7,255	21,269
April 30, 2029	6,312	21,269
April 30, 2030	5,118	21,269
April 30, 2031	3,360	21,269
April 30, 2032	208	11,944

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Sensitivity Testing of the Net OPEB Liability

<b>Discount Rate</b>			
	<u>1% Increase</u>	<u>Valuation Rate</u>	<u>1% Decrease</u>
Net OPEB Liability	\$211,588	\$229,787	\$249,990
Change	(7.92%)		8.79%

<b>Health Care Trend</b>			
	<u>1% Increase</u>	<u>Valuation Rate</u>	<u>1% Decrease</u>
Net OPEB Liability	\$258,634	\$229,787	\$205,823
Change	12.55%		(10.43%)

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## Participant Data

### Counts and Statistics

Census Date	April 2023
<b>Participants</b>	
Active Employees	23
Inactive Employees Entitled to But Not Yet Receiving Benefits	0
Inactive Employees Currently Receiving Benefits	<u>0</u>
<b>TOTAL</b>	<b>23</b>
<b>Average Ages</b>	
Active Employees	46.8
Inactive Employees Entitled to But Not Yet Receiving Benefits	----
Inactive Employees Currently Receiving Benefits	----
<b>Average Service</b>	
Active Employees	8.2

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## Actuarial Methods and Assumptions

### Actuarial Methods

<b>Valuation Date</b>	May 1, 2022
<b>Measurement Date</b>	April 30, 2023
<b>Participant Data</b>	Employee and retiree data were supplied by the plan sponsor.
<b>Fiscal Year</b>	May 1 – April 30
<b>Actuarial Cost Method</b>	Entry Age Normal (Alternative Measurement Method)
<b>Changes Since Last Actuarial Valuation</b>	The discount rate was changed per GASB 75 rules. Starting per capita costs were updated. Health care trend rates were reset. The mortality assumption was changed.
<b>Nature of Actuarial Calculations</b>	<p>The results are estimates based on assumptions about future events. Assumptions may be made about participant data or other factors. All approximations and assumptions are noted. Reasonable efforts were made in this valuation to ensure that significant items in the context of the actuarial liabilities or costs are treated appropriately, and not excluded or included inappropriately.</p> <p>Actual future experience will differ from the assumptions used. As these differences arise, the expense for accounting purposes will be adjusted in future valuations to reflect such actual experience.</p> <p>The numbers are not rounded, but this is for convenience only and should not imply precision which is not inherent in actuarial calculations.</p>

## Actuarial Methods and Assumptions

(Continued)

### Actuarial Assumptions

<b>Discount Rate</b>	Beginning of the Fiscal Year:	3.98%																																		
	End of the Fiscal Year:	4.14%																																		
<b>Salary Rate Increase</b>		4.00%																																		
<b>Expected Rate of Return on Assets</b>		Not Applicable																																		
<b>Health Care Trend</b>	<table border="1"> <thead> <tr> <th><u>Period</u></th> <th><u>PPO Plan</u></th> </tr> </thead> <tbody> <tr><td>FY23 – FY24</td><td>7.00%</td></tr> <tr><td>FY24 – FY25</td><td>6.82%</td></tr> <tr><td>FY25 – FY26</td><td>6.64%</td></tr> <tr><td>FY26 – FY27</td><td>6.46%</td></tr> <tr><td>FY27 – FY28</td><td>6.29%</td></tr> <tr><td>FY28 – FY29</td><td>6.11%</td></tr> <tr><td>FY29 – FY30</td><td>5.93%</td></tr> <tr><td>FY30 – FY31</td><td>5.75%</td></tr> <tr><td>FY31 – FY32</td><td>5.57%</td></tr> <tr><td>FY32 – FY33</td><td>5.39%</td></tr> <tr><td>FY33 – FY34</td><td>5.21%</td></tr> <tr><td>FY34 – FY35</td><td>5.04%</td></tr> <tr><td>FY35 – FY36</td><td>4.86%</td></tr> <tr><td>FY36 – FY37</td><td>4.68%</td></tr> <tr><td>FY37 – FY38</td><td>4.50%</td></tr> <tr><td>Subsequent</td><td>4.50%</td></tr> </tbody> </table>		<u>Period</u>	<u>PPO Plan</u>	FY23 – FY24	7.00%	FY24 – FY25	6.82%	FY25 – FY26	6.64%	FY26 – FY27	6.46%	FY27 – FY28	6.29%	FY28 – FY29	6.11%	FY29 – FY30	5.93%	FY30 – FY31	5.75%	FY31 – FY32	5.57%	FY32 – FY33	5.39%	FY33 – FY34	5.21%	FY34 – FY35	5.04%	FY35 – FY36	4.86%	FY36 – FY37	4.68%	FY37 – FY38	4.50%	Subsequent	4.50%
<u>Period</u>	<u>PPO Plan</u>																																			
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FY36 – FY37	4.68%																																			
FY37 – FY38	4.50%																																			
Subsequent	4.50%																																			
<b>Retiree Contribution Trend</b>	Same as Health Care Trend																																			
<b>Mortality</b>	PubG.H-2010 - General Mortality Table with Mortality Improvement using Scale MP-2020																																			
<b>Disability Rates</b>	None																																			

## Actuarial Methods and Assumptions

(Continued)

<b>Average Retirement Age</b>	IMRF Tier 1: Age 62 IMRF Tier 2: Age 67								
<b>Termination/Turnover Rates</b>	Table T-5 from the Pension Actuary's Handbook								
<b>Starting Per Capita Costs</b>	<table border="1"> <thead> <tr> <th></th> <th><u>Retiree</u></th> <th><u>Spouse</u></th> </tr> </thead> <tbody> <tr> <td>PPO Plan</td> <td>\$21,568</td> <td>\$21,568</td> </tr> </tbody> </table>				<u>Retiree</u>	<u>Spouse</u>	PPO Plan	\$21,568	\$21,568
	<u>Retiree</u>	<u>Spouse</u>							
PPO Plan	\$21,568	\$21,568							
<b>Retiree Contributions</b>	Pay-All Amounts:								
	<table border="1"> <thead> <tr> <th></th> <th><u>Retiree</u></th> <th><u>Spouse</u></th> </tr> </thead> <tbody> <tr> <td>PPO Plan</td> <td>\$9,950</td> <td>\$9,950</td> </tr> </tbody> </table>				<u>Retiree</u>	<u>Spouse</u>	PPO Plan	\$9,950	\$9,950
	<u>Retiree</u>	<u>Spouse</u>							
PPO Plan	\$9,950	\$9,950							
<b>Election at Retirement</b>	100% of employees with a Village subsidy and 20% of employees without a Village subsidy are assumed to elect coverage at retirement.								
<b>Marital Status</b>	45% of employees are assumed to be married and elect spousal coverage upon retirement. Males are assumed to be three years older than females. Actual spouse data was used for current retirees.								
<b>Lapse Rate</b>	0%								

### Starting Per Capita Costs Development

Starting per capita costs are based on premium rates. The same rates are charged for actives and pre-Medicare retirees. When an employer provides benefits to both active employees and retirees through the same plan, the benefits to retirees should be segregated and measured independently for actuarial measurement purposes. The projection of future retiree benefits should be based on claims costs, or age-adjusted premiums approximating claims costs, for retirees, in accordance with actuarial standards issued by the Actuarial Standards Board. As such, premiums were estimated for pre-Medicare retirees based on average ages and assumptions on the relationship between costs and increasing age (Morbidity).

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## Summary of Eligibility & Coverage

### Eligibility Provisions

Employees must satisfy the eligibility requirements of the Illinois Municipal Retirement Fund.

- Regular Plan Tier 1 (Enrolled in IMRF Prior to January 1, 2011)  
At least 55 years old and at least 8 years of credited service (reduced pension)  
At least 60 years old and at least 8 years of credited service (full pension)
- Regular Plan Tier 2 (First Enrolled in IMRF On or After January 1, 2011)  
At least 62 years old and at least 10 years of credited service (reduced pension)  
At least 67 years old and at least 10 years of credited service (full pension)

### Medical Coverage

For employees who are actively employed until age 62 and have 25 or more years of service, the Village pays one-half of the single premium for retiree medical coverage upon retirement. Village payments end upon attainment of age 65.

All other active employees may continue coverage into retirement on the Village medical plan on a pay-all basis. Eligible dependents may also continue coverage on a pay-all basis provided they were enrolled in the plan prior to the employee's retirement date. Dependents cannot be added to the health insurance plan any time after the retirement. Coverage can continue upon the participant reaching Medicare eligibility. Coverage for dependents can continue upon the death of the retiree given that contributions continue.



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## Comments

The discount rate was changed to comply with the GASB 75 Standard.

The mortality assumption now included mortality improvement.

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## Glossary

### **Total OPEB Liability**

The Total OPEB liability the portion of the actuarial present value of projected benefit payments that is attributed to past periods of employee service. It is the liability of employers and non-employer contributing entities to employees for benefits provided through a defined benefit OPEB plan. This item was referred to as the Actuarial Accrued Liability in the GASB 45 Statement.

*Active Employees* – Individuals employed at the end of the reporting or measurement period.

*Inactive Employees Entitled to But Not Yet Receiving Benefits* – Individuals no longer employed by an employer in the OPEB plan or the beneficiaries of those individuals who have accumulated benefits under the terms of an OPEB plan but are not yet receiving benefit payments.

*Inactive Employees Currently Receiving Benefits* – Individuals no longer employed by an employer in the OPEB plan or the beneficiaries of those individuals who have accumulated benefits under the terms of an OPEB plan and are currently receiving benefits.

### **Fiduciary Net Position**

OPEB plan assets held in a GASB-compliant Trust.

### **Net OPEB Liability**

OPEB plan assets held in a GASB-compliant Trust. This item was referred to as the Unfunded Actuarial Accrued Liability in the GASB 45 Statement.

### **Deferred Outflows/Inflows of Resources**

Changes in the Net OPEB Liability that have not been included in OPEB Expense are required to be reported as Deferred Outflows of Resources or Deferred Inflows of Resources related to OPEB.

### **Entry Age Actuarial Cost Method**

A method under which the actuarial present value of the projected benefits of each individual included in an actuarial valuation is allocated on a level basis over the earnings or service of the individual between entry age and assumed exit age(s).

### **Other Postemployment Benefits (OPEB)**

Benefits (such as death benefits, life insurance, disability, and long-term care) that are paid in the period after employment and that are provided separately from a pension plan, as well as healthcare benefits paid in the period after employment, regardless of the manner in which they are provided. OPEB does not include termination benefits or termination payments for sick leave.

### **Service Cost**

The portions of the actuarial present value of projected benefit payments that are attributed to valuation years.

June 20, 2023

**Village of Beecher Illinois – New Police Facility**

**A. Executive Summary of Proposed Project**

**1. Project description**

- i. The proposed project is a new 11,418 sf facility complete with full site development, municipal police functions, and community room.

**2. Project Schedule (short term)**

- i. June 2023
  1. Finalize design and construction documents
- ii. July 2023
  1. Finalize bid documents
  2. Develop bidders list
  3. Release bid documents to prospective bidders
    - a. Target release of July 26<sup>th</sup>
- iii. August 2023
  1. Schedule public bid opening
    - a. Tentative bid opening August 30<sup>th</sup>
- iv. September 2023
  1. Recommendation for contract approval
    - a. Tentative September 11<sup>th</sup> for contract award
- v. October 2023
  1. Begin site mobilization

**3. Bid Packages**

- i. Site Infrastructure
- ii. Earthwork
- iii. Sitework Concrete
- iv. Paving
- v. Cast-In-Place Concrete
- vi. Masonry
- vii. Structural Steel (supply only)
- viii. Carpentry and General Construction
- ix. Roofing
- x. Flooring
- xi. Acoustical and Security Ceilings
- xii. Painting
- xiii. Fire Protection
- xiv. Plumbing
- xv. Mechanical/HVAC
- xvi. Electrical
- xvii. Low Voltage

**VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING ENTRY INTO AN ECONOMIC INCENTIVE AGREEMENT WITH DAVID J. CECICH.**

**WHEREAS**, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have the authority to enter into economic incentive agreements pursuant to 65 ILCS 5/8-11-20 and reimburse TIF qualifying expenses pursuant to 65 ILCS 5/11-74.4-1 *et seq.*;

**WHEREAS**, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised that current circumstances require additional building projects and increase in the property tax base in the Village is desirable;

**WHEREAS**, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been requested by David J. Cecich to reimburse a portion of the acquisition cost of Lot 26 in Illiana Crossroads Business Park to assist in the development and construction of a new facility consisting of approximately 100,000 square feet in the Village (“Project”);

**WHEREAS**, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised that David J. Cecich, has the creditworthiness and financial strength to complete the proposed project;

**WHEREAS**, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised that without the proposed the economic incentives that the project would not be feasible;

**WHEREAS**, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised that the project will strengthen the commercial and industrial sector in the Village, will enhance the tax base of the Village, and create new jobs opportunities in the Village;

**WHEREAS**, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised by the Village Board TIF Committee that it is advisable to offer certain economic development incentives to David J. Cecich to assist in purchasing and opening up a new facility in the Village, to stimulate job growth, and enhance sales tax revenue to the Village;

**WHEREAS**, the Corporate Authorities of the Village of Beecher, Will County, Illinois, pursuant to 30 ILCS 760/5 have verified that there will be no loss of jobs as a result of the economic development incentives and that the project will create new jobs in the Village; and

**WHEREAS**, the Corporate Authorities of the Village of Beecher, Will County, Illinois, now concur that it is advisable, necessary, and in the best interests of the residents of the Village of Beecher that economic development incentives be offered to David J. Cecich.

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

**SECTION ONE:** That the Village Board of the Village of Beecher, Will County, Illinois, does hereby approve the document entitled “Economic Incentive Agreement” between David J. Cecich and the Village, a true, correct and complete copy of which is marked as *Exhibit A*, attached hereto, and incorporated by reference as if fully set forth herein, and the Village Board does hereby further authorize the Village President and the Village Clerk to execute and attest, respectively, *Exhibit A*, and to perform any other action as may be necessary or convenient to effectuate the intentions of this Ordinance.

**SECTION TWO:** That the Village Administrator is hereby authorized and directed to administer the economic development incentives provided in the attached Economic Incentive Agreement.

**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 the 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 \_\_\_\_\_, 2023.

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstain: \_\_\_\_\_

Present: \_\_\_\_\_

\_\_\_\_\_  
Marcy Meyer, Village President

**ATTEST:**

\_\_\_\_\_  
Janett McCawley, Village Clerk

**VILLAGE OF BEECHER**  
**ECONOMIC INCENTIVE AGREEMENT**

This Economic Incentive Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Village of Beecher, an Illinois Municipal Corporation (“Village”) and David J. Cecich (“Applicant”) for the purchase and redevelopment of Lot 26 in Illiana Crossroads Business Park for an approximately 100,000 square foot facility (“Proposed Project”).

**RECITALS**

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have the authority to enter into economic incentive agreements pursuant to 65 ILCS 5/8-11-20;

WHEREAS, the Applicant intends to purchase Lot 26 in Illiana Crossroads Business Park and secure a permit for the Proposed Project in a Village designated TIF area; and

WHEREAS, the Village is willing to offer certain economic incentives as provided herein to assist with the Proposed Project to strengthen the commercial and industrial sector in the Village, to enhance the tax base of the Village, and to create new jobs in the Village.

**COVENANTS**

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and contained, the receipt and sufficiency of which is hereby acknowledged, IT IS MUTUALLY COVENANTED AND AGREED by, among and between the respective Parties hereto as follows:

**SECTION 1. Applicant Responsibilities**

Subject to the terms and conditions of this Agreement, the Applicant shall:

1. Purchase and close on Lot 26 in Illiana Crossroads Business Park and apply for all other permits required by the Village or any outside agency for the Proposed Project (at least 80,000 square feet) by December 31, 2024; and
2. comply with all local building codes and ordinances for the Proposed Project.

**SECTION 2. Village Economic Incentives**

Subject to the terms and conditions of this Agreement, the Corporate Authorities of this Village of Beecher, Will County, Illinois, hereby authorize and grant David J. Cecich, the following economic development incentives, namely:

1. Upon David J. Cecich submitting satisfactory verification of closing on Lot 26 in Illiana Crossroads Business Park, the Village shall reimburse David J. Cecich for TIF eligible reimbursements for the following:
  - a. Upon the Village’s receipt of real property taxes for Lot 26 in Illiana Crossroads Business Park, the Village shall reimburse David J. Cecich seventy-five (75%) of the Beecher TIF District 1’s portion of the real property

- tax payment that David J. Cecich paid for the given time period that the real property tax payment covers;
- b. That such reimbursement shall occur annually up to a maximum of 12 years excluding any partial years from execution of this Agreement; and
  - c. The total value of the TIF reimbursement incentives provided in this Agreement shall not exceed \$975,000, the total amount to be reimbursed for land purchase.

### **SECTION 3. Miscellaneous Provisions**

3.1 **Enforceability.** This Agreement shall be enforceable by any action at law or in equity, including actions for specific performance and injunctive relief. The laws of the State of Illinois shall control the construction and enforcement of this Agreement. The Parties agree that all actions instituted on this Agreement shall be commenced and heard in the Circuit Court of Will County, Illinois, and hereby waive venue in any other court of competent jurisdiction. Before any failure of any Party to perform any obligation arising from this Agreement shall be deemed to constitute a breach, the Party claiming the breach shall notify the defaulting party and demand remedial performance. No breach of this Agreement shall have been found to have occurred if performance is commenced to the satisfaction of the complaining Party within thirty (30) days of the receipt of such notice. The prevailing Party in any action shall be entitled to costs of enforcement including attorney fees from the breaching Party.

3.2 **Severability.** If any portion of this Agreement is held invalid, such provisions shall be deemed to be excised therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

3.3 **Waiver or Relinquishment of Right to Enforce Agreement.** The failure of any party to this Agreement to assist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them upon the other party imposed, shall not constitute nor be constructed as a waiver or relinquishment of any party's rights thereafter to enforce such terms, covenants, agreements, or conditions but the same shall continue to full force and effect.

3.4 **Notice of Default.** The parties to this Agreement reserve a right to cure any default hereunder within thirty (30) days from the written notice of such default.

3.5 **Notice.** Unless otherwise notified in writing, all notices, requests, or other demands shall be in writing and shall be personally delivered to or mailed by United States Certified Mail, postage prepaid, and return receipt requested as follows:

*If to the VILLAGE:* Village of Beecher  
Attn: President, Administrator, and Clerk  
P.O. Box 1154  
625 Dixie Highway  
Beecher, Illinois 60401

*If to Applicant:* David J. Cecich  
311 E. Corning Rd.  
Beecher, Illinois 60401

3.6 **Execution of Agreement.** This Agreement shall be signed last by the Clerk and President of the Village. The Village shall affix the date on which the President signs this Agreement on page 1 hereof, which shall be the effective date of this Agreement.

3.7 **Amendment.** This Agreement may be amended only with the mutual consent of the Parties by a duly executed written instrument in the form of an ordinance duly adopted in accordance with applicable laws.

3.8 **Entity Authority and Successors.** The undersigned Person or Persons executing this Agreement on behalf of any entity, represent and certify that they are duly elected, appointed, or authorized Officers, Representatives, or Members of said entity, and are fully empowered to execute and deliver this Agreement, and that all necessary entity actions for the making of this Agreement has been taken and done or will be taken and done. Further, this Agreement shall be binding upon and inure to the benefit of parties hereto, their successors and assigns. This Agreement may be assigned by the Applicant with written notice to the Village.

3.9 **Construction and Acknowledgement.** This Agreement shall be interpreted and construed in accordance with the principles applicable to the construction of contracts provided, however, that the Parties acknowledge and stipulate that they participated equally in the negotiation and drafting of the Agreement and that no ambiguity contained in this Agreement shall be construed against a particular party. By signing this Agreement, Applicant represent that it has read this entire Agreement; has had an adequate opportunity to consult with an attorney or advisors to discuss it and its content, implications, obligations, and ramifications; fully understands its terms and the obligations and conditions it imposes; and agrees to comply with all terms and conditions provided in this Agreement.

3.10 **Term.** This Agreement shall expire upon the Parties completing the terms of this Agreement.

3.11 **Public Action.** It is expressly acknowledged and stated that this Agreement is entered into by the Village after action at a Public Meeting of the Corporate Authorities of the Village of Beecher on the \_\_\_\_ day of \_\_\_\_\_, 2023, by a vote of \_\_\_ in favor and \_\_\_ against, and whereby the Village President and Village Clerk, respectively, were directed to execute and attest the same, and deliver the Agreement herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

**VILLAGE**  
**VILLAGE OF BEECHER, Will County, Illinois,**  
**a Municipal Corporation.**

BY: \_\_\_\_\_  
Marcy Meyer, Village President

ATTEST:  
BY: \_\_\_\_\_  
Janett McCawley, Village Clerk

**APPLICANT**

BY: \_\_\_\_\_  
David J. Cecich