
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 McCawley

Administrator
Charity Mitchell

Treasurer
Donna Rooney

Trustees
Todd Kraus
Benjamin Juzeszyn
Joe Tieri
Roger Stacey
Joseph Gianotti
Erik Gardner

REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES
MONDAY, MARCH 25, 2024 AT 7:00 PM
BEECHER VILLAGE HALL
625 DIXIE HIGHWAY

AGENDA

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. APPROVAL OF MINUTES OF THE PREVIOUS MEETINGS

IV. RECOGNITION OF AUDIENCE

V. VILLAGE CLERK'S REPORT

VI. VILLAGE PRESIDENT'S REPORT

1. DISCUSSION OF A REQUEST FOR A LIQUOR LICENSE FOR THE HUDDLE SPORTS CARDS & COLLECTIBLES.
2. DISCUSSION ON THE POSSIBILITY OF A DOG PARK IN BEECHER.

VII. COMMITTEE REPORTS

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

1. CONSIDER A MOTION APPROVING THE LIST OF BILLS AND PAYROLL.

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

1. DISCUSSION AND CONSIDERATION OF A MOTION TO APPROVE BID PACKAGES 6-16A AS SUBMITTED AND NEGOTIATED BY JMA ARCHITECTS IN THE TOTAL CONTRACT AMOUNT OF \$3,351,155.00 FOR THE NEW POLICE FACILITY. Bid Package 6 for Masonry - Lozich Masonry in the amount of \$400,000.00. Bid Package 7 for Structural Steel Supply - McKinney Steel & Sales Inc. in the amount of \$23,085.00. Bid Package 8 for Carpentry & General Construction - Joseph Construction Co. in the amount of \$1,070,000.00. Bid Package 9 for Roofing and Sheet Metal - Filotto Roofing, Inc. in the amount of \$96,000.00. Bid Package 10 for Flooring - Consolidated Flooring of Chicago in the amount of \$97,500.00. Bid Package 11 for Acoustical Ceilings - Just Rite

Acoustics, Inc. in the amount of \$86,000.00. Bid Package 12 for painting - Oosterbaan & Sons in the amount of \$49,180.00. Bid Package 13 for Fire Protection - Advanced Fire Protection Co. in the amount of \$ 55,000.00. Bid Package 14 for Plumbing - Reichelt Plumbing, Inc. in the amount of \$243,850.00. Bid Package 15 for Mechanical - Glade Plumbing & Piping Co. in the amount of \$455,000.00. Bid Package 16 for Electrical - Indicom Electric Company LLC in the amount of \$750,000.00. Bid Package 16A for Fire Alarm Lease - Quality Alarm in the amount of \$25,540.00.

2. PORTA-POTTIES HAVE BEEN DELIVERED TO ALL THE PARKS AROUND TOWN.
3. MULTI-SPORTS COURT OPENING DAY.

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

1. UPDATE ON ZONING ORDINANCE REVISION.
2. THE NEXT PLANNING AND ZONING COMMISSION MEETING IS SCHEDULED FOR MARCH 28, 2024 AT 7:00 PM.

D. PUBLIC SAFETY COMMITTEE - Joe Tieri Chair, Roger Stacey

1. CONSIDER A MOTION TO APPROVE THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BEECHER AND THE VILLAGE OF PEOTONE RELATED TO ADMINISTRATIVE ADJUDICATION. This was approved at the last Board meeting, however, there were language changes to the IGA so this is being brought back to the Board for approval of the changes.
2. UPDATE ON UPCOMING BIKE RODEO.

E. PUBLIC WORKS COMMITTEE - Roger Stacey Chair, Erik Gardner

1. UPDATE AND DISCUSSION ON PENFIELD STREET IMPROVEMENT PROJECT.
2. DISCUSSION ON CARDINAL CREEK LIFT STATION. During replacement of the failed pump, Superior Pumping Services pulled the second pump and found the condition of the second pump to be worse than the pump that had failed. The Superintendent will provide further information.
3. CONSIDER A MOTION TO APPROVE THE PURCHASE OF A NEW PUMP TO REPLACE THE SECOND PUMP AT CARDINAL CREEK LIFT STATION IN THE AMOUNT OF \$37,000. Looking for preauthorization to purchase the pump due to lengthy lead time on shipping.
4. DISCUSSION AND CONSIDERATION OF A MOTION TO APPROVE A PURCHASE NOT TO EXCEED \$10,000 TOWARD THE JOINT PURCHASE OF A NEW COMPUTER FOR THE JOINT FUEL SYSTEM. Further information to be provided at the meeting.
5. CONSIDER A MOTION APPROVING A PROPOSAL FROM IROQUOIS PAVING CORPORATION IN THE AMOUNT OF \$8,500 TO PERFORM PAVEMENT PATCHING AT 640 ELM ST AND DIXIE HWY. This work needs to be completed due to a watermain break that occurred.
6. DISCUSSION ON THE DIXIE HIGHWAY WATERMAIN CROSSOVER PROJECT.

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

1. CONCERT SERIES UPDATE.

G. OLD BUSINESS

H. NEW BUSINESS

I. ADJOURN TO EXECUTIVE SESSION (if necessary)

J. ADJOURNMENT

**MINUTES OF THE WORKSHOP MEETING OF THE PRESIDENT &
BOARD OF TRUSTEES OF THE VILLAGE OF BEECHER
HELD AT THE BEECHER VILLAGE HALL,
625 DIXIE HIGHWAY, BEECHER, ILLINOIS
MARCH 11, 2024 -- 6:00 P.M.**

President Meyer called the meeting to order.

PRESENT IN PERSON: President Meyer and Trustees Juzeszyn, Gardner, Tieri, Stacey & Gianotti.

PRESENT REMOTELY: Trustee Kraus

ABSENT: None.

STAFF PRESENT: Clerk McCawley, Administrator Mitchell, Chief Lemming, Treasurer Rooney, Superintendent of Public Works Conner and EMA Director Heim.

GUESTS: David Weissbohn.

A budget workshop was held to review the proposed budget for fiscal year 2024/25. Budget packets were provided to all those present. Administrator Mitchell provided a summary of changes to the budget since last year.

When there was no further discussion regarding the budget, the budget meeting was adjourned at 6:53 p.m.

Respectfully submitted by:

Janett McCawley
Village Clerk

**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
MARCH 11, 2024 -- 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, Gardner, Stacey, Tieri and Gianotti.

ABSENT: Trustee Kraus.

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

GUESTS: George Schuitema.

APPROVAL OF MINUTES

President Meyer asked for consideration of the minutes of the February 26, 2024 Board meeting. Trustee Juzeszyn made a motion to approve the minutes as written. Trustee Tieri seconded.

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

NAYS: (0) None.

Motion carried.

RECOGNITION OF AUDIENCE – None.

VILLAGE CLERK REPORT – None.

VILLAGE PRESIDENT REPORT

President Meyer reported that the request for a liquor license from The Huddle Sports Cards & Collectibles is being deferred until the next meeting because the requestor is not ready yet. The Huddle is adding golf simulators and would like to be able to serve liquor for its patrons playing golf.

REPORTS OF VILLAGE COMMISSIONS

Trustee Gianotti provided a 4th of July Commission update. Bids for the car will be posted and distributed this week. Festival planning is in full swing. The Commission plans to pave the area around the beer garden this year so all stone areas will be paved. Next meeting is scheduled for April 4th at 6:30 p.m.

Trustee Juzeszyn provided a Youth Commission update. The Mom-Son Dance will be held on March 23rd. Next meeting is scheduled for March 19th.

Trustee Gardner provided a Historic Preservation Commission report. The next meeting will be Wednesday, March 13th, and a cleanup day will be held on Saturday, March 16th. The Commission is working on plans for a Day on the Dixie event which will be held on June 22nd.

FINANCE AND ADMINISTRATION COMMITTEE

Trustee Juzeszyn made a motion to approve the Treasurer's report. Treasurer Rooney was present and provided a report. Trustee Tieri seconded.

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

NAYS: (0) None.

Motion carried.

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

Trustee Juzeszyn made a motion to approve payment of the list of bills in the amount of \$126,770.19 and payroll since the last meeting. Trustee Stacey seconded.

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

NAYS: (0) None.

Motion carried.

Trustee Juzeszyn made a motion approving a proposal in the amount of \$20,212.40 from Wirkus Paving using 4th of July Commission funds to pave the beer stand area at Firemen's Park which consists of all stone areas around the beer stand, garage and big 6 building. Trustee Stacey seconded.

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

NAYS: (0) None.

Motion carried.

PUBLIC BUILDINGS AND PROPERTIES, PARKS AND RECREATION COMMITTEE

The Board discussed bid packages 1-5 for the new Public Safety Facility as submitted and negotiated by JMA Architects in the total contract amount of \$1,029,345. Trustee Gianotti read aloud all of the bid packages including the contractors and amounts. Trustee Gianotti made a motion to approve bid packages 1-5 for the site work as follows: Bid Package 1 for Site Infrastructure - Reichelt Plumbing in the amount of \$230,000. Bid Package 2 for Earthwork - MGM Excavating LLC in the amount of \$455,000, Bid Package 3 for Sitework Concrete - Concrete by Wagner in the amount of \$69,000, Bid Package 4 for paving - Matthew Paving in the amount of \$93,345, and Bid Package 5 for Cast In Place Concrete - Concrete by Wagner in the amount of \$182,000. Trustee Tieri seconded.

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

NAYS: (0) None.

Motion carried.

PLANNING, BUILDING AND ZONING COMMITTEE

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

ORDINANCE #1400 – An Ordinance replacing Section 3-2-10 of the Village Code of the Village of Beecher pertaining to Contractors' License fees. Trustee Gardner made a motion to approve Ordinance #1400. Trustee Tieri seconded.

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

NAYS: (0) None.

Motion carried.

PUBLIC SAFETY COMMITTEE

Chief Lemming reported that the Police Department has been awarded a \$25,000 forensics grant, which will be used by the Major Crimes Task Force.

EMA Director Heim is to meet with Will County to go over updated EOP. The EOP will then be presented to the Public Safety Committee and then the Village Board.

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

Trustee Tieri provided an update on the administrative adjudication process, explained how it will work, and the advantages for the Village.

ORDINANCE #1401 – An Ordinance authorizing the execution of an intergovernmental agreement by and between the Village of Beecher and the Village of Peotone related to administrative adjudication. Trustee Tieri made a motion to approve Ordinance #1401. Trustee Stacey seconded.

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

NAYS: (0) None.

Motion carried.

ORDINANCE #1402 – An Ordinance adding Section 1-4-6 of the Village of Beecher municipal code, and repealing all Village code sections and ordinances. Trustee Tieri made a motion to approve Ordinance #1402. Trustee Stacey seconded.

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

NAYS: (0) None.

Motion carried.

ORDINANCE #1403 – An Ordinance adding Chapter 14 of Title 9 of the Village of Beecher municipal code, and repealing all Village code sections and ordinances, concerning the administrative adjudication of standing, parking, and vehicle compliance regulation violations. Trustee Tieri made a motion to approve Ordinance #1403. Trustee Gardner seconded.

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

NAYS: (0) None.

Motion carried.

ORDINANCE #1404 – An Ordinance adding Chapter 13 of Title 9 of the Village of Beecher municipal code, and repealing all Village code sections and ordinances concerning the administrative adjudication of municipal ordinance and Building Code violations. Trustee Tieri made a motion to approve Ordinance #1404. Trustee Gardner seconded.

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

NAYS: (0) None.

Motion carried.

PUBLIC WORKS COMMITTEE

The water billing register report for January-February 2024 was provided in the packet for review.

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

Trustee Stacey made a motion to approve a proposal from M.E. Simpson Co., Inc. to conduct a water distribution system leak detection survey in an amount not to exceed \$8,000. Trustee Gardner seconded. Superintendent Conner explained that this is in hopes of improving the pumped to billed ratio and find any leaks in the water system.

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

NAYS: (0) None.

Motion carried.

ECONOMIC DEVELOPMENT AND COMMUNITY RELATIONS COMMITTEE

An update was provided on the Village newsletter. Articles need to be submitted to the Clerk by March 24th.

OLD BUSINESS

Pickleball courts are scheduled to open the first week in April.

NEW BUSINESS

Trustee Juzeszyn read a letter tendering his resignation from the Village Board, effective after the next Board meeting.

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

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

NAYS: (0) None.

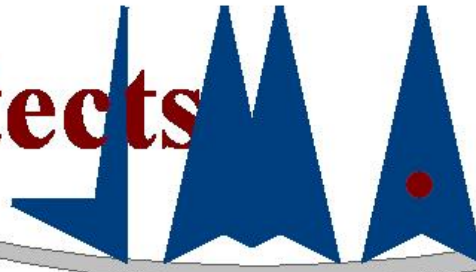
Motion carried.

Meeting adjourned at 7:33 p.m.

Respectfully submitted by:

Janett McCawley
Village Clerk

architects



March 22, 2024

President and Board of Trustees
 Village of Beecher
 625 Dixie Highway
 Beecher, IL 60401

Re: New Police Facility – Recommendations for Contract Awards

Dear President Meyer:

With respect to the bids received and opened on Wednesday January 24, 2024 we offer the following recommendation for Board consideration:

	Description	Recommended Contractor	Contract Amount
Previously Awarded Contracts	Bid Package 1 Site Infrastructure	Reichert Plumbing P.O. Box 177 Schererville, IN 46375	\$ 230,000.00 (negotiated amount)
	Bid Package 2 Earthwork	MGM Excavating LLC 4450 S. Morgan Street Chicago, IL 60609	\$ 455,000.00 (negotiated amount)
	Bid Package 3 Sitework Concrete	Concrete by Wagner 13808 High Road Lockport, IL 60441	\$ 69,000.00 (negotiated amount)
	Bid Package 4 Paving	Matthew Paving, Inc. 5505 W. 109 th Street Oak Lawn, IL 60441	\$ 93,345.00
	Bid Package 5 Cast In Place Concrete	Concrete by Wagner 13808 High Road Lockport, IL 60441	\$ 182,000.00 (negotiated amount)
Considered for Award 3/25/2024	Bid Package 6 Masonry	Lozich Masonry 1987 Glenwood-Dyer Road Lynwood, IL 60411	\$ 400,000.00 (negotiated amount)
	Bid Package 7 Structural Steel Supply	McKinney Steel & Sales Inc. 813 29th Street Zion, IL 60099	\$ 23,085.00
	Bid Package 8 Carpentry & General Construction	Joseph Construction Co. 3250 E. Glenwood-Dyer Road Lynwood, IL 60411	\$1,070,000.00 (negotiated amount)
	Bid Package 9 Roofing & Sheet Metal	Filotto Roofing, Inc. 2111 Oakland Avenue Crest Hill, IL 60403	\$ 96,000.00 (negotiated amount)
	Bid Package 10 Flooring	Consolidated Flooring of Chicago 40 West Fullerton Avenue Addison, IL 60101	\$ 97,500.00 (negotiated amount)
	Bid Package 11 Acoustical Ceilings	Just Rite Acoustics, Inc. 1501 Estes Avenue Orland Park, IL 60462	\$ 86,000.00 (negotiated amount)

JMA Architects

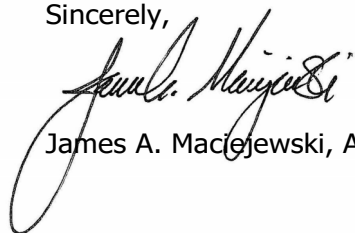
16125 LaSalle Street • South Holland, IL 60473

Phone: 708•339•3900 • Fax: 708•339•0949 • www.jmaarchitects.com

Considered for Award 3/25/2024	Bid Package 12 Painting	Oosterbaan & Sons 2515 W. 147th Street Posen, IL 60469	\$ 49,180.00 (negotiated amount)
	Bid Package 13 Fire Protection	Advanced Fire Protection Co. 12955 W. Smith Road Manhattan, IL 60442	\$ 55,000.00 (negotiated amount)
	Bid Package 14 Plumbing	Reichelt Plumbing, Inc. PO Box 177 Schererville, IN 46375	\$ 243,850.00 (negotiated amount)
	Bid Package 15 Mechanical	Glade Plumbing & Piping Co 211 W. Water Street Kankakee, IL 60901	\$ 455,000.00 (negotiated amount)
	Bid Package 16 Electrical	Indicom Electric Company LLC 1026 Moen Avenue Rockdale, IL 60436	\$ 750,000.00 (negotiated amount)
	Fire Alarm Lease (quote)	Quality Alarm 5532 West Cal-Sag Road Alsip, Illinois 60803-3309	\$ 25,540.00 (negotiated amount)
Pending	Bid Package 17A Low Voltage Data Cabling	TBD	
	Bid Package 17B Camera System	TBD	
Total trade contracts			
Packages 1,2,3,4,5 Awarded 3/11/2024			\$1,029,345.00
Packages 6 through 16A Recommended for Award 3/25/2024			\$3,351,155.00
Budget Target for Pending Contracts			\$ 163,000.00
Total of Contracts (past awards, current, and pending)			\$4,543,500.00

JMA recommends that the Village award contracts as indicated above. The negotiated totals are enumerated on the attached Exhibit 1. These contracts include the alternate bids for new natural gas generator and build-out of the Community Room.

Sincerely,



James A. Maciejewski, Architect

JMA Architects

16125 LaSalle Street • South Holland, IL 60473

Phone: 708•339•3900 • Fax: 708•339•0949 • www.jmaarchitects.com

Exhibit 1

Bid Package 6 – Masonry

Base Bid	\$442,935.00	
Change	(\$42,935.00)	Exterior design changes, omit wall between Sallyport and Impound, reduce labor hours
Total	\$400,000.00	

Bid Package 7 – Structural Steel Supply

Base Bid	\$23,085.00
Change	0.00
Total	\$23,085.00

Bid Package 8 – Carpentry and General Construction

Base Bid	\$1,055,350.00	
Alternate A2	32,264.00	Add alternate to complete Community Room
Change	(\$17,614.00)	Eliminate custom color on overhead doors, eliminate doors 146A, 146B, and wall and door 151, negotiated.
Total	\$1,070,000.00	

Bid Package 9 – Roofing and Sheet Metal

Base Bid	\$97,200.00	
Change	(\$1,200.00)	Negotiated
Total	\$96,000.00	

Bid Package 10 – Flooring

Base Bid	\$106,464.00	
Alternate A2	11,479.00	Add alternate to complete Community Room
Change	(\$20,443.00)	Eliminate mitigation, which will be completed by concrete contractor
Total	\$97,500.00	

Bid Package 11 – Acoustical Ceilings

Base Bid	\$75,100.00	
Alternate A2	12,400.00	Add alternate to complete Community Room
Change	(\$1,500.00)	Negotiated
Total	\$86,000.00	

JMA Architects

16125 LaSalle Street • South Holland, IL 60473

Phone: 708•339•3900 • Fax: 708•339•0949 • www.jmaarchitects.com

Bid Package 12 – Painting

Base Bid	\$49,380.00	
Alternate A2	1,800.00	Add alternate to complete Community Room
Change	(\$2,000.00)	Reduction in labor hours
Total	\$49,180.00	

Bid Package 13 – Fire Protection

Base Bid	\$54,996.00	
Alternate A2	2,575.00	Add alternate to complete Community Room
Change	(\$2,571.00)	Sprinkler head standard trim, reduction in labor hours, negotiated
Total	\$55,000.00	

Bid Package 14 – Plumbing

Base Bid	\$279,000.00	
Alternate A2	3,100.00	Add alternate to complete Community Room
Change	(\$38,250.00)	Fixture package cost reduction, adjust trench drain size, omit one hose bibb, condensate line size change
Total	\$243,850.00	

Bid Package 15 - HVAC

Base Bid	\$517,770.00	
Alternate A1	\$960.00	Add alternate to complete generator install
Alternate A2	13,160.00	Add alternate to complete Community Room
Change	(\$76,890.00)	Pre-manufactured furnace base, omit VVT zones, control wire to be open air, eliminate two supplemental heaters, eliminate redundant mixing boxes, negotiated
Total	\$455,000.00	

Bid Package 16 – Electrical

Base Bid	\$620,330.00	
Alternate A1	\$169,850.00	Add alternate to complete generator install
Alternate A2	40,657.00	Add alternate to complete Community Room
Change	(\$80,837.00)	Fixture package reduction, omit fire alarm subcontract, omit CO subcontract, omit redundant Aiphone intercom, change panel PP-2 to 42 space
Total	\$750,000.00	

Bid Package 16A – Fire Alarm

Base Bid	\$25,540.00	Include system, wiring, CO sensors & fan relay
Total	\$25,540.00	

JMA Architects

16125 LaSalle Street • South Holland, IL 60473

Phone: 708•339•3900 • Fax: 708•339•0949 • www.jmaarchitects.com

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF PEOTONE AND THE VILLAGE OF BEECHER
CONCERNING ADMINISTRATIVE ADJUDICATION**

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is made and entered into as of the _____ day of _____, 2024 ("**Effective Date**"), by and between the **VILLAGE OF PEOTONE**, an Illinois non-home rule municipal corporation ("**Peotone**") and the **VILLAGE OF BEECHER**, an Illinois non-home rule municipal corporation ("**Beecher**") (each a "**Party**" and collectively, the "**Parties**").

WITNESSETH:

WHEREAS, Peotone desires to adopt, or will adopt prior to the Effective Date of this Agreement, an ordinance or ordinances (the "**Peotone Ordinances**") to operate an administrative adjudication system ("**Peotone System**") through which an administrative hearing officer ("**Hearing Officer**") will conduct administrative hearings to adjudicate certain violations of the Peotone Village Code ("**Violations**") pursuant to Chapters 40 and 73 of the Peotone Village Code; and

WHEREAS, Beecher desires to adopt, or will adopt prior to the Effective Date of this Agreement, an ordinance or ordinances (the "**Beecher Ordinances**") to operate an administrative adjudication system ("**Beecher System**") through which the Hearing Officer will conduct administrative hearings to adjudicate certain violations of the Beecher Village Code (also "**Violations**") pursuant to Chapters 13 and 14 of Title 9 of the Beecher Village Code; and

WHEREAS, the operation of the Peotone System and Beecher System (collectively, the "Joint System") is authorized by Division 1-2.2 of the Illinois Municipal Code, 65 ILCS 5/1-2.2-1 et seq., Division 11-31.1 of the Illinois Municipal Code, 65 ILCS 5/11-31.1-1 et seq., Section 11-208.3 of the Illinois Vehicle Code, 625 ILCS 5/11-208.3, and other provisions of the Illinois Municipal Code and Illinois Vehicle Code (collectively, the "**Requirements of Law**"); and

WHEREAS, in accordance with the Requirements of Law, at the conclusion of an administrative hearing, a Hearing Officer for the Joint System will make a determination and issue a written ruling on the basis of the evidence presented at the hearing as to whether or not a code violation exists ("**Final Judgment**"); and

WHEREAS, the Parties desire to adjudicate Violations via the Joint System, and to provide related services as described in this Agreement and pursuant to the Requirements of Law ("**Adjudication Services**"); and

WHEREAS, to achieve these and other related objectives, the Parties desire to utilize the powers and authority granted to them, individually and collectively, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the Parties will gain access to and use the Joint System and its Adjudication Services for processing Violations; and

WHEREAS, after full consideration of all planning, fiscal, and other intergovernmental issues affecting this matter, each of the Parties has determined that it is in the best interests of its citizens and of the general public welfare that the Parties execute and implement this Agreement.

WHEREAS, the Parties have each approved or ratified this Agreement by an ordinance or resolution duly adopted by the Party's corporate authorities.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein made and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby mutually acknowledge, and pursuant to all applicable statutes and local ordinances, specifically including, but without limitation, Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and the Requirements of Law, the Parties hereby agree as follows:

Section 1. Recitals. The foregoing recitals are, by this reference, incorporated into and made a part of this Agreement.

Section 2. Purpose. This Agreement is made for the purpose of adjudicating the Violations via the Joint System, through and including entry of Final Judgment on the Violations by a Hearing Officer and collection of fees and fines imposed pursuant to such Final Judgment, in accordance with the Requirements of Law.

Section 3. Term; Effective Date.

A. Effective Date. This Agreement shall take effect on the date it is executed by the last party to sign, which date shall be inserted on page 1 as the Effective Date.

B. Term. This Agreement shall be for a term of one (1) year, which term shall automatically be extended under the same terms and conditions, for up to four (4) successive additional one (1) year terms, unless at least four (4) months prior to the end of the then applicable term, either party delivers written notice of nonrenewal, in which case this Agreement shall not be so extended and shall expire at the end of said otherwise applicable term.

Section 4. General Cooperation. The Parties will cooperate with each other in furtherance of the purpose of this Agreement. Cooperation required by this Agreement specifically includes, but is not limited to, the mutual establishment of operating procedures and the sharing and joint utilization by and among the Parties of information and other materials necessary to adjudicate the Violations via the Joint System, through and including entry of Final Judgment on the Violations by a Hearing Officer, pursuant to the Requirements of Law.

Section 5. Adjudication of Violations.

A. Operating Procedures. Before adjudicating any Violations via the Joint System, the Parties will establish agreed operating procedures for the adjudication of the Violations that are consistent with the terms of this Agreement and comply with the Requirements of Law ("**Operating Procedures**"). The Operating Procedures (as they may be amended from time-to-time) shall be deemed incorporated into this Agreement without further notice upon their written approval by both the Beecher Village Administrator and the Peotone Village Administrator or their respective designees, provided that if any conflict exists between the Operating Procedures and this Agreement, the terms and provisions of this Agreement shall control.

B. Date, Time and Location. Administrative hearings and adjudications to be processed through the Joint System shall normally proceed at regular intervals on a date and time to be mutually determined by the Parties. The initial agreed date and time shall be the 4th

Wednesday of each month at 10:00 a.m. Adjudication Services under this Agreement shall be held at the Washington Township Center, 30200 Town Center Road, Beecher, IL 60401, unless a different agreed location is designated by the Parties. In the event that the hearing date falls on a holiday, then the alternative date and time shall be the 3rd Wednesday of such month at 10:00 a.m.

C. Joint Adjudication Services. The Joint Adjudication Services shall consist of the hearing, adjudication and administration services set forth in this Section 5.C. Costs of these services shall be shared evenly by the Parties unless otherwise specified. The Adjudication Services to be provided by the Parties pursuant to the Operating Procedures and this Agreement shall include:

1. Adjudication facilities, including a hearing room accessible to the general public and equipped with internet access, screen and projector, computer monitor, and audio recording equipment available to record the adjudication of Violations.
2. Shared equipment purchased for the facilitation of the Adjudication Services, including a laptop for the Hearing Officer (if necessary), laptop computers for the individual clerks, cash drawers, an internet puck, and a portable credit card machine for joint use.
3. Clerical services, including:
 - a. The provision of a Hearing Officer, replacement Hearing Officer, or alternative Hearing Officer, mutually agreeable to both Parties must be approved by each Parties' Chief of Police with consent of each Parties' Village Administrator, who is qualified pursuant to the Requirements of Law and who will adjudicate the Violations through and including entry of Final Judgment on each Violation. The Hearing Officer shall be the same Hearing Officer for both Parties. Engagement of the Hearing Officer may be by individual agreements with the Hearing Officer by each Party, or through a joint agreement between the Hearing Officer and both Parties.; and
 - b. Provision of an annual hearing schedule for the Joint System, including the times and dates on which the Parties may individually schedule hearing calls for the adjudication of the Violations before the Hearing Officer ("**Hearing Calls**"); and
 - c. An adjudication hearing software program, such as DACRA or Jotform, to be utilized by mutual agreement of the Parties and at shared cost, by the clerical employees and Hearing Officer present at the Hearing Calls; and
 - d. At the option of either Party at their own cost, or by joint agreement at shared cost, the provision of a police officer for hearing security services; and
 - e. Such other services as the Parties may mutually agree are necessary to facilitate the hearing of the violations by the Hearing Officer.
4. Such other services as the Parties may agree are necessary for the documentation, and adjudication of the Violations via the Joint System in compliance with the Requirements of Law.

D. Individual Party Responsibilities. Notwithstanding the provisions of Subsection 5.B of this Agreement, the Adjudication Services do not include, and each Party shall be individually and solely responsible at its own sole cost and expense, for the following:

1. The decision to adjudicate any Violation; and
2. The preparation and issuance of multiple copy Violation notice forms in compliance with their respective Codes; and
3. The provision of authorized representatives, personnel, exhibits and witnesses that an individual Party deems necessary to represent such Party and prosecute such Party's case before the Hearing Officer and to collect and process fines and payments following any hearing, including, at the option of either individual Party, a prosecutor who is qualified pursuant to the Requirements of Law to prosecute Violations; and
4. Creation of a hearing docket listing each of the Violations scheduled by each Party for a specific Hearing Call that the individual Parties shall provide to the other Party and the Hearing Officer in advance of the hearings on the Violations each month; and
5. Providing copies of any continuances, findings, decisions, and orders of the Hearing Officer as to each Violation, including mailing such copies to defendants who are not present at the hearing; and
6. Preparation of a written record listing the result of each case and the corresponding fines, if any, imposed and collected for each case; and
7. Receipt, processing and delivery of any fines, fees and payments made by cash or check to an individual Party's authorized representative at the end of each hearing day of all fines imposed and received for the Violations during each Hearing Call, or, if no authorized representative for a particular Party is present at the Hearing Call, holding all such fines for the Violations until collection by such Party's authorized representative; and
8. Assembly and maintenance of a copy of the complete hearing record concerning each Violation, including without limitation copies of the notices of the Violation, the order(s) of the Hearing Officer, the hearing recording and any documents or other evidence presented during the hearing ("Administrative Hearing Record"); and
9. The decision and duty to prosecute or defend any appeal(s) of a Final Judgment and/or subsequent appellate judgments on any Violation and any and all costs, fees and expenses related thereto; and
10. Preparation of and recording of any liens resulting from Final Decisions, and payment of any related costs; and
11. Debt collection services for those fines and fees not collected on the day of the Hearing Call.

E. Proposed Changes in the Operation of the Joint System. If the Village Board of either Party considers any amendments to their applicable Village Code that concern or otherwise relate to the authorization for, or operation of, the Joint System, each Party agrees to provide the other Party with at least thirty (30) days' advance written notice of any such proposed amendments prior to their adoption.

Section 6. Insurance. Each Party shall procure and maintain throughout the Term of this Agreement, including any subsequent renewal terms, the following minimum insurance coverages:

- A. Commercial general liability insurance with a minimum \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, and contractual liability.
- B. Business automobile liability insurance for any vehicle owned, non-owned, or rented by the Party and used in connection with the performance of this Agreement with a minimum \$1,000,000 combined single limit per accident for bodily injury, property damage, and vehicle physical damage for property damage to any owned vehicle.
- C. Workers' compensation with not less than statutory limits and employers' liability coverage with a minimum \$1,000,000 combined single limit per occurrence.

Each Party shall provide to the other Party, upon request, certificates of insurance reflecting the minimum coverages and amounts required by this Section 6.

Section 7. General Provisions.

A. Notices. Unless otherwise provided in this Agreement, all notices required or permitted to be given to the Parties under this Agreement shall be given by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 7.A. The address of any Party may be changed by written notice to the other Parties. Any mailed notice shall be deemed to have been given and received within three (3) days after the same has been mailed, and any notice given by overnight courier shall be deemed to have been given and received within twenty-four (24) hours after deposit.

Notices and communications to each Party shall be addressed to, and delivered at, the following addresses:

Beecher:	Village of Beecher	Peotone:	Village of Peotone
	Attn: Village Administrator		Attn: Village Admin.
	625 Dixie Highway		208 E. Main Street
	Beecher, IL 60401		Peotone, IL 60468

B. Entire Agreement. There are no representations, covenants, promises, or obligations not contained in this Agreement that form any part of this Agreement or upon which any of the Parties is relying in entering into this Agreement. This Agreement, and all covenants and provisions herein contained shall bind and inure to the benefit of each respective local governmental entity which is a party hereto and their respective successors and assigns.

C. Severability. If any provision of this Agreement is construed or held to be

void, invalid, or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

D. Interpretation. It is the express intent of the Parties that this Agreement shall be construed and interpreted so as to preserve its validity and enforceability as a whole. In case of any conflict among the provisions of this Agreement, the provision that best promotes and reflects the intent of the Parties shall control. The Parties hereto have been represented by counsel and have had full opportunity to discuss this Agreement prior to execution. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting thereof. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

E. Amendments and Modifications. This Agreement shall not be modified, changed, altered, or amended without the duly authorized and written consent of each of the Parties by their respective corporate authorities and pursuant to ordinance(s) or resolution(s) duly adopted and approved by the Party's corporate authorities. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved by the corporate authorities of each Party and properly executed in accordance with all applicable law.

F. Authority to Execute. Each Party hereby warrants and represents to each other Party that the person executing this Agreement on its behalf has been properly authorized to do so by the corporate authorities of the Party.

G. No Third Party Beneficiaries. Nothing in this Agreement shall create, or shall be construed or interpreted to create, any third party beneficiary rights. This Agreement is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses, or immunities which either Party may have under the Local Government and Governmental Employees Tort Immunity Act with respect to any claim brought by a third party.

H. No Assignments or Transfers. No party to this Agreement shall have the right to assign or transfer this Agreement or rights herein.

I. Indemnification. Each Party (the "***Indemnifying Party***") hereby agrees to indemnify, hold harmless and defend the other Party (each an "***Indemnified Party***") from and against any and all losses, claims, expenses and damages (including reasonable attorneys' fees) made against or incurred by the Indemnified Party for any actions taken or failures to act by the Indemnifying Party in connection with the prosecution and/or adjudication of the Violations or the use or operation of the Joint System, to the extent that such claims were not caused by actions, or failures to act, of the Indemnified Party.

J. Execution. This Agreement shall be executed by all of the Parties in identical original duplicates and each of the duplicates shall, individually and taken together, constitute one and the same Agreement.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties have by their duty authorized officers and representatives set their hands and affixed their seals to be effective as of the Effective Date of this Agreement.

ATTEST:

VILLAGE OF BEECHER

By: _____

By: _____

Village Clerk

Mayor

ATTEST:

VILLAGE OF PEOTONE

By: _____

By: _____

Village Clerk

Mayor

IROQUOIS PAVING CORPORATION

1889 E. US Highway 24
P.O. Box 466
Watseka, IL 60970-0466
(815) 432-5211
Fax (815) 432-5234
HD #242111

March 20, 2024

Village of Beecher
Attn: Matt Conner
Public Works Superintendent
625 Dixie Highway
Beecher, IL 60401

RE: HMA Patching 4" @ 640 Elm St & 436 Dixie Highway

We propose to furnish all necessary labor, equipment, and material on a lump sum basis:

<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total</i>
<u>HMA Patching 4"</u>	1	LS	\$ 8,500.00	\$ 8,500.00

*****The base bid above includes 4" removal of the existing pavement at the locations above. The subbase will be compacted and the edges sawcut where the proposed patch will meet the adjacent pavement. All Spoils will be hauled off-site. The prepared subbase will be overlain with 2.5" of hot mix asphalt (HMA) binder N50 and 1.5" of HMA Surface N50 , rolled and compacted.***

***Sales tax excluded in proposal.**

*The acceptance of this proposal will be required before any work can be scheduled.

*The above prices are good for 30 days, after which they may be subject to change.

* Price is based on only the work stated above. We exclude all incidentals.

* Price is good for the 2024 construction season.

Respectfully submitted,

Bruce A. Fuoss

Bruce A. Fuoss
Iroquois Paving Corporation

Acceptance

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the amount of the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof. A service charge of 1 1/2% of the balance due will be added each month if payment in full is not made within 30 days after invoicing for work installed. If Buyer defaults in any of its obligations under this agreement Buyer shall pay Contractor all Contractor's costs, expenses, and attorneys fees incurred in the enforcement of the agreements in this contract.

Accepted by: _____ Date: _____