
Village of Beecher

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**President**

Marcy Meyer

Clerk

Janett McCawley

Administrator

Charity Mitchell

Treasurer

Donna Lippelt

Trustees

Todd Kraus

Joe Tieri

Roger Stacey

Erik Gardner

Brian Diachenko

Jessica Smith

REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES
MONDAY, AUGUST 25, 2025 AT 6:00 PM

BEECHER PUBLIC SAFETY FACILITY - COMMUNITY ROOM

250 W. CHURCH RD

BEECHER, IL

AGENDA

NOTE MEETING LOCATION

- I. PLEDGE OF ALLEGIANCE**
- II. ROLL CALL**
- III. APPROVAL OF MINUTES OF THE PREVIOUS MEETING**
- IV. RECOGNITION OF AUDIENCE**
- V. VILLAGE CLERK'S REPORT**
- VI. VILLAGE PRESIDENT'S REPORT**
- VII. COMMITTEE REPORTS**

A. FINANCE AND ADMINISTRATION COMMITTEE

Todd Kraus, Chair and Brian Diachenko

- 1. CONSIDER A MOTION APPROVING THE LIST OF BILLS AND PAYROLL.
- 2. CONSIDER AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF BEECHER, THE WASHINGTON ROAD DISTRICT, WASHINGTON TOWNSHIP, THE BEECHER FIRE PROTECTION DISTRICT, AND THE BEECHER COMMUNITY SCHOOL DISTRICT #200-U TO SHARE FUEL TANKS AND PROCURE FUELS. The current IGA expires October 31, 2025.

B. PUBLIC BUILDINGS AND PROPERTIES COMMITTEE

Brian Diachenko, Chair and Todd Kraus

- 1. CONSIDER AN ORDINANCE AMENDING SECTION 8-8-1 AND ADDING SECTION 8-9-1 OF THE BEECHER VILLAGE CODE PERTAINING TO PONDS AND DETENTION AREAS.

C. PLANNING, BUILDING, AND ZONING COMMITTEE

Roger Stacey, Chair and Jessica Smith

1. CONSIDER AN ORDINANCE AMENDING ZONING ORDINANCE NO. 1418 OF THE VILLAGE OF BEECHER AS IT PERTAINS TO REGULATIONS FOR SOLAR AND WIND USES.
2. THE NEXT PZC MEETING IS THURSDAY, AUGUST 28, 2025 AT 7:00PM

D. PUBLIC SAFETY COMMITTEE

Joe Tieri, Chair and Erik Gardner

1. CONSIDER AN ORDINANCE ADDING SECTION 9-15 OF THE BEECHER VILLAGE CODE PERTAINING TO LOW-SPEED SCOOTER REGULATIONS.

E. PUBLIC WORKS COMMITTEE

Erik Gardner, Chair and Roger Stacey

1. CONSIDER A MOTION APPROVING A PROPOSAL FROM BAXTER AND WOODMAN TO COMPLETE DESIGN SERVICES FOR THE MILLER STREET WATER MAIN REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$23,000. The scope of this proposal includes finalizing the existing design documents, updating to current standards, and project advertisement.
2. CONSIDER A MOTION APPROVING A PROPOSAL FROM BAXTER AND WOODMAN FOR NPDES SPECIAL CONDITIONS ASSISTANCE FOR FY25/26 IN AN AMOUNT NOT TO EXCEED \$5,000.
3. CONSIDER A MOTION APPROVING A PROPOSAL FROM BAXTER AND WOODMAN FOR NPDES PERMIT RENEWAL ASSISTANCE FOR THE WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$7,000. The Village's current permit, NPDES IL0049522, expires on July 31, 2026. This proposal includes preparing the permit renewal application and submitting it to the IEPA by January 31, 2026.
4. CONSIDER A MOTION DIRECTING THE VILLAGE ATTORNEY TO DRAFT AN ORDINANCE AMENDING THE DATES FOR BRUSH COLLECTION.
5. THE LAST DAY FOR BRUSH PICKUP WITH BE TUESDAY, SEPTEMBER 30, 2025.

F. ECONOMIC DEVELOPMENT AND COMMUNITY EVENTS COMMITTEE

Jessica Smith, Chair and Joe Tieri

1. PREPARATIONS FOR THE FALL NEWSLETTER HAVE BEGUN. If anyone has articles they would like to contribute, please submit to Village Hall staff before September 26, 2025. The anticipated mailing date for the newsletter is October 16, 2025.

G. OLD BUSINESS

H. ADJOURN TO EXECUTIVE SESSION

- I. CONSIDER A MOTION APPROVING AN ORDINANCE PERTAINING TO AN EMPLOYMENT AGREEMENT FOR THE VILLAGE ADMINISTRATOR.

J. NEW BUSINESS

K. 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
AUGUST 11, 2025 -- 6:00 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 Tieri, Smith, Kraus, Diachenko, Stacey and Gardner.

ABSENT: None.

STAFF PRESENT: Clerk Janett McCawley, Superintendent Matt Conner, Treasurer Donna Lippelt and Lieutenant Rick Emerson.

GUESTS: Resident from 502 Dunbar.

APPROVAL OF MINUTES

President Meyer asked for consideration of the minutes of the July 28, 2025, Board meeting. Trustee Diachenko made a motion to approve the minutes as written. Trustee Stacey seconded.

AYES: (6) Trustees Tieri, Smith, Kraus, Diachenko, Stacey and Gardner.

NAYS: (0) None

Motion carried.

RECOGNITION OF AUDIENCE – None.

VILLAGE CLERK REPORT

1) A report was provided of tax income received in July, 2025.

VILLAGE PRESIDENT’S REPORT - No report.

REPORTS OF VILLAGE COMMISSIONS

4th of July Commission - No report.

A Youth Commission report was provided by Trustee Smith. The BYC participated in Community Resource Fair over the weekend and will also be at the Back to School Fair at the school in the coming week. The next meeting will be held on August 19th at 7:30 p.m.

Trustee Gardner reported the next Historic Preservation meeting is scheduled for August 20, 2025.

FINANCE AND ADMINISTRATION COMMITTEE

Trustee Kraus made a motion to approve the Treasurer's Report. Seconded by Trustee Smith. Treasurer Lippelt was present and provided a summary.

AYES: (6) Trustees Tieri, Smith, Kraus, Diachenko, Stacey and Gardner.

NAYS: (0) None

Motion carried.

Variance reports were provided in the packet for review.

Trustee Kraus made a motion to approve payment of the list of bills in the amount of \$153,169.23 and payroll since the last meeting. Seconded by Trustee Stacey.

AYES: (6) Trustees Tieri, Smith, Kraus, Diachenko, Stacey and Gardner.

NAYS: (0) None

Motion carried.

PUBLIC BUILDINGS AND PROPERTIES, PARKS AND RECREATION COMMITTEE

The Board discussed allowing fishing in Village owned ponds. Some of the pond rules agreed to by the Committee include; hours dusk till dawn, fishing is allowed to those under age 12 only with an adult present, all over the age of 16 requires fishing license and catch and release only. There will be three ponds that will allow fishing, which doesn't include the Jr. High pond. Signs will be posted. Trustee Diachenko made a motion directing the Village Attorney to draft an Ordinance regarding fishing in Village-owned ponds. Seconded by Trustee Gardner.

AYES: (6) Trustees Tieri, Smith, Kraus, Diachenko, Stacey and Gardner.

NAYS: (0) None

Motion carried.

PLANNING, BUILDING AND ZONING COMMITTEE

The Building Department monthly report was provided for review.

Ordinance #1432 – An Ordinance granting a variance for a fence in the front yard of the corner lot located at 502 Dunbar Street. Trustee Stacey made a motion approving Ordinance #1432. Seconded by Trustee Smith.

AYES: (6) Trustees Tieri, Smith, Kraus, Diachenko, Stacey and Gardner.

NAYS: (0) None

Motion carried.

The next PZC meeting is scheduled for Thursday, August 28th at 7 p.m.

PUBLIC SAFETY COMMITTEE

The Police Department and EMA and monthly reports were provided for review.

An update was provided on the National Night Out event. It was well attended. Trustee Tieri thanked everyone who participated in the event. Handed out over 425 hot dogs and over 400 ice cream cones. Tours were provided every half hour. Trustee Tieri thanked all who participated and made it a successful event.

Trustee Tieri made a motion directing the Village Attorney to draft an Ordinance regarding electric scooters. Seconded by Trustee Stacey. The Village is looking to establish local fines that aren't as strict as the State and to minimize the violation amount. Seconded by Trustee Smith.

AYES: (6) Trustees Tieri, Smith, Kraus, Diachenko, Stacey and Gardner.

NAYS: (0) None

Motion carried.

PUBLIC WORKS COMMITTEE

The Public Works, Water Department and Wastewater Treatment Plant monthly reports were provided for review.

ECONOMIC DEVELOPMENT AND COMMUNITY RELATIONS COMMITTEE

An Economic Development Committee update was provided by Trustee Smith. Lions Club held Community Resource Fair over the weekend along with other groups in the park. It was very well attended. The next Committee meeting is scheduled for August 14th at 3:30 p.m.

Trustee Kraus asked for the status on the downtown sign. President Meyer is waiting for info from sign company.

It was also reported that the house on Catalpa that was previously discussed at a meeting has made more progress in cleaning up.

ADJOURN TO EXECUTIVE SESSION

There being no further business to discuss in regular session, Trustee Tieri made a motion to adjourn into Executive Session at 6:15 p.m. to discuss employment contracts. Trustee Stacey seconded.

AYES: (6) Trustees Tieri, Smith, Kraus, Diachenko, Stacey and Gardner.

NAYS: (0) None.

Motion carried.

Trustee Smith made a motion to return from Executive Session at 7:13 p.m. Trustee Gardner seconded.

AYES: (6) Trustees Tieri, Smith, Kraus, Diachenko, Stacey and Gardner.

NAYS: (0) None.

Motion carried.

OLD BUSINESS

Trustee Kraus made a motion approving a memorandum of understanding with IUOE Local #399 Clerical Union. Seconded by Trustee Stacey.

AYES: (6) Trustees Tieri, Smith, Kraus, Diachenko, Stacey and Gardner.

NAYS: (0) None

Motion carried.

Trustee Tieri made a motion to authorize the attorney to draft an Ordinance pertaining to an employment agreement for the Village Administrator with changes as discussed by the Board. Seconded by Trustee Smith.

AYES: (6) Trustees Tieri, Smith, Kraus, Diachenko, Stacey and Gardner.

NAYS: (0) None

Motion carried.

ORDINANCE #1433 – Trustee Smith made a motion approving an Ordinance pertaining to an employment agreement for the Wastewater Operations Manager. Seconded by Trustee Tieri.

AYES: (6) Trustees Tieri, Smith, Kraus, Diachenko, Stacey and Gardner.

NAYS: (0) None

Motion carried.

NEW BUSINESS

Trustee Kraus asked that copies of any of the Ordinances be provided at future meetings before the meeting so they can be read ahead of time.

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

AYES: (6) Trustees Tieri, Smith, Kraus, Diachenko, Stacey and Gardner.

NAYS: (0) None.

Motion carried.

Meeting adjourned at 7:18 p.m.

Respectfully submitted by:

Janett McCawley
Village Clerk

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF BEECHER, THE WASHINGTON ROAD DISTRICT, WASHINGTON TOWNSHIP, THE BEECHER FIRE PROTECTION DISTRICT, AND THE BEECHER COMMUNITY SCHOOL DISTRICT #200-U TO SHARE FUEL TANKS AND PROCURE FUELS

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, are authorized by the “Intergovernmental Cooperation Act” (5 ILCS 220/1) to enter into contracts or otherwise associate with other public agencies in any manner not prohibited by law or ordinance; and

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have previously shared fuel tanks and jointly procured fuels with other governmental entities; and

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised that it is in their best interests to enter into an intergovernmental agreement with the Washington Road District, Washington Township, Beecher Fire Protection District, and the Beecher Community School District (hereinafter the “participating Agencies”), all of which are public agencies pursuant to 5 ILCS 220/2, for the continued operation and use of the fuel tanks and to jointly procure fuels; and

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, having reviewed the Illinois Compiled Statutes, as amended from time to time, the proposed Intergovernmental Agreement, now concur that it is advisable, necessary, and in the best interests of the residents of the Village of Beecher to authorize the President and Clerk to execute an Intergovernmental Agreement with the participating Agencies for the continuation of the Beecher Fuel Committee.

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 “**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BEECHER, THE WASHINGTON ROAD DISTRICT, WASHINGTON TOWNSHIP, THE BEECHER FIRE PROTECTION DISTRICT, AND THE BEECHER COMMUNITY SCHOOL DISTRICT #200-U TO SHARE FUEL TANKS AND PROCURE FUELS (2025)**” by and between the Village of Beecher, the Washington Road District, Washington Township, Beecher Fire Protection District, and the Beecher Community School District, 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 *Exhibit A* on behalf of the Village of Beecher and to perform any other action as may be necessary or convenient to effectuate this Ordinance.

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

SECTION FOUR: 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, and recording.

PASSED and APPROVED this ___ day of _____, 2025.

Yeas: _____

Nays: _____

Abstain: _____

Present: _____

Marcy Meyer, Village President

ATTEST:

Janett McCawley, Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BEECHER,
THE WASHINGTON ROAD DISTRICT, WASHINGTON TOWNSHIP, THE BEECHER
FIRE PROTECTION DISTRICT, AND THE BEECHER COMMUNITY SCHOOL
DISTRICT #200-U TO SHARE FUEL TANKS AND PROCURE FUELS (2025)**

This Intergovernmental Agreement (hereinafter “Agreement”) is entered into by and between the Village of Beecher (hereinafter “Village”); Washington Township; Washington Township Road District (hereinafter “Road District”); Beecher Fire Protection District (hereinafter “Fire District”), and Beecher Community School District #200-U (hereinafter “School”) all in Will County, Illinois, to share fuel tanks and procure fuels.

RECITALS

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, 5 ILCS 220/1, entitled the “Intergovernmental Cooperation Act,” provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, 5 ILCS 220/2, defines a public agency as “any unit of local government as defined in the Illinois Constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any agency of the State government or of the United States, or any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement.”; and

WHEREAS, the Village, Washington Township, the Road District, the Fire District, and the School are all units of local government within the corporate boundaries of Will County, Illinois; and

WHEREAS, the Village, Washington Township, the Road District, the Fire District, and the School seek to engage jointly in the purchase of storage and fuel tanks and the maintenance thereof and dispensing of fuel for the use of the Village, Washington Township, the Road District, the Fire District, and the School in their governmental capacity; and

WHEREAS, the joint purchase, maintenance and use of fuel, fuel dispensing and fuel storage tanks for use by the Village, Washington Township, the Road District, the Fire District, and the School will be more effective and economical by the joint efforts of the Parties.

COVENANTS

NOW, THEREFORE, in consideration of the mutual agreements contained in this Agreement, the Village, Washington Township, the Road District, the Fire District, and the School agree as follows:

1. **Incorporation of Preambles.** The foregoing Recitals are hereby incorporated herein as if fully set forth herein.
2. **Term.** The Term of this Agreement shall be from **November 1, 2025, to October 31, 2029,** provided however, that this Agreement shall only be effective when executed by the Parties and authorized by respective Parties. The prior Agreement of some of the Parties is superseded and replaced by this Agreement.
3. **The Facilities.** The Parties hereto have purchased of two (2) fuel tanks: a 1,500 diesel fuel tank and **1,500 gallon** unleaded regular gas tank and the necessary fuel dispensing equipment, which are located on the Township property. The Township grants each Party, and its employees, a license to enter the Township property for such purposes of using the fueling Facilities. All dispensing equipment, and the installation thereof, shall conform to all local, county, state and governmental regulations. Each tank shall be equipped with a turn-key mechanism or a magnetic card system to allow for accurate measurement of fuel used and the Party dispensing the fuel.
4. **Initial Investment.** The Parties hereto have made an initial investment as follows:
 - 7% by the Fire District;
 - 21% by the Road District;
 - 28% by the Village; and
 - 44% by the School.

In the event of the termination of this Agreement by mutual agreement or otherwise or by a majority of the Parties, all tanks, fuel, and equipment shall be sold in accordance with the provisions of the Illinois Statutes regarding the sale of municipal property and the sale proceeds shall be divided in the same proportion as the initial investment percentages stated above.

5. All expenditures for improvements, maintenance or other agreed matters shall be paid from existing funds derived from the Administrative Fee first. If insufficient funds are available, then the Parties agree to allocate future costs based on their proportionate share of consumption of the overall fuel rounded to the nearest whole percentage or as approved by the Beecher Fuel Committee with a unanimous vote.
6. **Beecher Fuel Committee.** The Beecher Fuel Committee is hereby established. The Beecher Fuel Committee shall meet as often is as reasonable necessary and all meetings shall be subject to the Illinois Open Meetings Act. Minimally, an annual meeting of the Beecher Fuel Committee shall be held to discuss options for the purchase of fuel, replacing and maintenance of equipment and reviewing the financial position of the Joint Community Fuel Fund.

7. The Beecher Fuel Committee may establish rules and regulations for the use of the Facilities. The Beecher Fuel Committee may purchase fuel for the Parties and may designate an individual to be authorized to make such fuel purchases. The Beecher Fuel Committee shall consist of the following individuals, or their designee, as follows:

For the Village: Village President Appointment
For the Road District: Township Road Commissioner
For the Fire District: Fire Chief
For the School: Superintendent of Schools or designee
For the Township: Washington Township Supervisor or designee

8. All fuel shall be purchased from sources agreed upon by a majority of the Beecher Fuel Committee. The Village shall be responsible to bill each of the Parties separately for fuel used and consumed by each Party determined by the key mechanism or magnetic card system. (For example: If the total fuel purchased is 1,000 gallons and the usage system shows the Village used 250 gallons, the Village would pay 25% of the cost of the 1,000 gallons purchased.) Records of all fuels purchased and used by the Parties shall be kept by the Village in a convenient location and available to all Parties for inspection or copying. The Parties agree to pay the costs for such fuel together with an Administrative Fee as determined by the Beecher Fuel Committee for shrinkage and capital improvements. The Administrative Fee shall be placed in the Joint Community Fuel Fund as already established. Since the Administrative Fee pays for the cost of operating the fuel system, all parties agree to purchase 100% of their fuel from the Beecher Fuel Committee.

9. Fuel shall only be used for operation of the Village, Washington Township, the Road District, the Fire District, and the School vehicles. Under no circumstances shall there be any private use of fuel from the tanks.

10. The Village, Washington Township, the Road District, the Fire District, and the School shall each place the fuel tanks on their liability insurance policies and furnish each other with copies of the endorsement that includes the tanks during any period any party shall participate in this Agreement. All Parties recognize and understand that the use, operation and maintenance of the fuel dispensing facility carries a potential for liability. Each party therefore agrees to be jointly and severally liable for any and all loss, cost, claim or cause of action that may occur through or by virtue of the use of this Agreement. The Parties agree to indemnify, defend and hold each other harmless from any and all claims, costs or other liability that is or may arise from the their respective use of the property and/or facilities, tanks or dispensing devices and to share in such potential liability.

11. This Agreement may be amended at any time by mutual agreement of the Parties; provided however, that before any amendment, a resolution of each of the Parties must be passed. In the event any other governmental party may wish to join the Parties in this cooperative effort, all Parties to this Agreement must agree, 1) to allow another party to join; and 2) enter into a written agreement with the new party setting forth the cost of fuel dispensed to be paid by the new party and any other terms and conditions desired by the Parties to this Agreement.

12. The address of each entity for notice purposes pursuant to this Agreement is as follows:

Village of Beecher, P.O. Box: 1154, 625 Dixie Highway, Beecher, IL 60401

Township of Washington, Road Commissioner, 30200 Town Center Road, Beecher, IL 60401

Supervisor of Washington Township, 30200 Town Center Road, Beecher, IL 60401

President, Beecher Fire Protection District, P.O. Box 759, Beecher, IL 60401

Supt. Beecher Community Unit School District #200-U, P.O. 338, 538 Miller St., Beecher, IL 60401

13. All disputes and differences that may hereafter arise between the Parties shall be placed before an arbitrator to be agreed upon between the Parties who shall hear the dispute and differences and such decision shall be binding on the Parties. If the parties cannot agree on an arbitrator, the disputed matter or difference shall be submitted to the American Arbitration Association or any other recognized arbitration association for a binding decision. The costs of the arbitrator shall be equally shared by the disputing Parties.

IN WITNESS WHEREOF, the Village of Beecher, by its President and attested by its Clerk; the Township of Washington, by its Supervisor and attested by its Clerk; the Washington Township Road Commissioner; the Beecher Fire Protection District, by its President, and attested by its secretary; and the Beecher School District #200-U, by its President and attested by its secretary, all have executed this agreement with a copy of the Ordinance or Resolution authorizing its execution by each Party being attached hereto.

APPROVED:

Village of Beecher

By: _____
Village President

Attest: _____
Village Clerk

APPROVED:

Township of Washington

By: _____
Township Supervisor

Attest: _____
Township Clerk

APPROVED:

Beecher Fire Protection District

By: _____
President

Attest: _____
Secretary

APPROVED:

Washington Township Road Commissioner

By: _____
Road Commissioner

APPROVED:

Beecher Community School District #200-U

By: _____
President

Attest: _____
Secretary

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 8-8-1 AND ADDING SECTION 8-9-1 OF THE VILLAGE OF BEECHER, AND REPEALING ALL VILLAGE CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT THEREWITH.

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised by the Village Administrator that revisions are required to the Village Code to regulate the use of water bodies on Village owned property, such as ponds and detention areas; and

WHEREAS, the Corporate Authorities of this Village of Beecher, Will County, Illinois, have reviewed the current Village Code as it relates to the use of water bodies on Village owned property; and

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, having reviewed the recommendations of its Village Attorney, now concur that is advisable, necessary, and in the best interests of the residents of the Village of Beecher to amend the Village Code to regulate the use of water bodies on Village owned property.

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 Section 1, entitled “**PENALTY; COMPROMISE PAYMENT**” of Chapter 8, entitled “**VIOLATIONS AND PENALTIES**”, of Title 8, entitled “**PUBLIC WAYS AND PROPERTY**”, of the Village Code of the Village of Beecher, be, and the same is hereby amended and replaced to read and provide as follows, namely:

“8-8-1: PONDS AND DETENTION AREAS

- (A) No person shall swim, bathe, operate any watercraft (including, but not limited to, kayaks, boats, with or without an engine and paddle boards), or ice skate on any body of water on Village owned property.
- (B) No person shall fish by any method or of any type, including ice fishing, in any body of water on Village owned property where a sign is posted prohibiting fishing.
- (C) Fishing is permitted in any body of water on Village owned property from **dawn to dusk** only when there are fishing permitted signs located on such property, however, any such fishing shall be catch-and-release back into the body of water the fish was caught and any person under the age of 12 years old must have an adult with them supervising them.
- (D) No person shall take or attempt to take any fish from any body of water located on Village owned property, or at any time throw an object at any fish, or at any time place in such waters any fish, poison, or substance injurious to fish.”

SECTION TWO: That Section 1, entitled “**PENALTY; COMPROMISE PAYMENT**” of Chapter 9, entitled “**VIOLATIONS AND PENALTIES**”, of Title 8, entitled “**PUBLIC WAYS AND PROPERTY**”, of the Village Code of the Village of Beecher, be, and the same is hereby added to read and provide as follows, namely:

“8-9-1: PENALTY; COMPROMISE PAYMENT:

(A) Penalty: Whosoever violates or fails to comply with any of the provisions of this title, shall be guilty of an offense and fined not less than one hundred dollars (\$100.00) nor more than seven hundred fifty dollars (\$750.00). A separate offense shall be deemed committed for each day during or on which a violation occurs or continues. Except when fines and costs are paid by compromise payment as provided in subsection (B) of this section prior to court, the circuit clerk shall add to the fine any and all costs and fees upon an authorized disposition.

(B) Compromise Payment: In the event the Beecher police elect to charge any individual under a compromise citation as set forth hereinafter, any such person accused of a violation of a provision of this title and originally charged under this section may settle and compromise said claim without a court appearance by payment of one-half (1/2) of the minimum required fine to the village within ten (10) business days of the date of violation if the compromise box designation is so checked on the complaint and notice to appear form.”

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

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

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

PASSED and APPROVED this ___ day of _____, 2025.

Yeas: _____

Nays: _____

Abstain: _____

Present: _____

Marcy Meyer, Village President

ATTEST:

Janett McCawley, Village Clerk

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 1418 OF THE VILLAGE OF BEECHER, AND REPEALING ALL VILLAGE CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT THEREWITH.

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised by the Village Planning and Zoning Commission that it is necessary to amend Village Zoning Ordinance No. 1418 concerning adding regulations for solar and wind uses that was inadvertently not included in Ordinance No. 1418; and

WHEREAS, the Corporate Authorities of this Village of Beecher, Will County, Illinois, have reviewed the text provisions of Village Zoning Ordinance No. 1418 and the proposed amendments; and

WHEREAS, the Village Planning and Zoning Commission, did, on the 22nd of May, 2025, pursuant to published notice as required by law, held a Public Hearing on the advisability and necessity of amending Village Zoning Ordinance No. 1418, as amended from time to time, to revise certain text provisions for solar and wind uses; and

WHEREAS, the Corporate Authorities of this Village of Beecher, Will County, Illinois, having reviewed the recommendation of the Planning and Zoning Commission as well as the Village Zoning Ordinance No. 1418 text provisions, as amended from time to time, now concur that it is advisable, necessary, and in the best interests of the residents of the Village of Beecher that Village Zoning Ordinance No. 1418 be amended to include for solar and wind use regulations.

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 illustration provided in subsection 9 of Section 4-28 of the Zoning Ordinance of the Village of Beecher, be, and the same is hereby replaced in its entirety as follows:



SECTION TWO: That Section 13-19 of the Zoning Ordinance of the Village of Beecher, be, and the same is hereby added to read and provided as follows:

“13-19 SOLAR ENERGY SYSTEMS

1. General Requirements

- A. Solar energy systems are permitted in all zoning districts provided that all building permit requirements and all other general regulations are met, including, but not limited to, the Building Code, Zoning Ordinance, and the requirements provided herein.
- B. No solar energy system shall be constructed or installed without first obtaining a building permit.
- C. Each solar energy system shall conform to applicable industry standards including those of the American National Standards Institute (ANSI).
- D. A certificate of compliance demonstrating that the solar energy system has been tested and approved by Underwriters Laboratories (UL) or other approved independent testing agency shall be submitted with any permit application.

2. Application Requirements

An application for all Solar Energy Systems permits shall contain the following information:

- A. Name, address, and telephone number of the applicant.
- B. Name, address and telephone number of the person, firm or corporation constructing and installing the solar energy system.
- C. Elevation drawings and photographs and site plan showing location, size and design details of proposed solar energy system.

- D. Manufacturer specifications of the solar collectors and devices including: wattage capacity, dimensions of collectors, mounting mechanisms and/or foundation details and structural requirements.
 - E. Any other relevant information as required by the Zoning Administrator to show full compliance with this and any other applicable ordinances.
3. Use of Solar Energy Systems
- A. The primary purpose of Solar Energy Systems, except for Utility Solar Energy Systems, shall be to produce energy to support the permitted uses on the property.
 - B. Subject to local electric utility company regulations, it is permissible to sell excess energy that is produced by a Solar Energy System to the local electric utility company.
4. Roof-Mounted Solar Energy Systems
- A. Location
 - 1. Roof-mounted solar energy systems are allowed on the roof of permitted principal and accessory structures in all zoning districts.
 - 2. Roof-integrated and/or flush-mounted solar energy systems shall be used when installed on any roof facing a street.
 - B. Horizontal Projection
 - 1. Roof-mounted solar energy systems shall not extend beyond the exterior perimeter of the building on which the system is mounted or built.
 - C. Height
 - 1. Height shall be measured vertically from the lowest edge of the panel to the highest edge of the system.
 - 2. Roof-mounted solar energy systems shall not extend above the highest point on the roof line.
5. Ground-Mounted Solar Energy Systems
- A. In addition to the application General Requirements provided herein, the applicant shall also submit a scaled Site Plan drawings which includes the following information:
 - 1. Existing and proposed contours, at a minimum of one foot intervals.
 - 2. Location, setbacks, exterior dimensions and square footage of all existing and proposed structures.
 - 3. Location and size of existing waterways, wetlands, one hundred-year floodplains, sanitary sewers, storm sewers, drain tiles and water distribution systems.
 - 4. Location of any overhead or underground utilities and easements.
 - 5. Location of existing trees.
 - B. Use and Location
 - 1. Ground-mounted solar energy systems shall be permitted only as a special use in the AG- 1 Agricultural District, R-E Single Family Residence Estate District, and 1-1 Limited Industrial District.
 - C. Setback Requirements
 - 1. Ground-mounted solar energy systems shall not be located in any front yard or corner side yard.
 - 2. Ground-mounted solar energy systems shall comply with the respective setback requirements, as measured from the property line to the closest edge of the system.
 - D. Lot Coverage
 - The total solar panel surface area shall be included in the lot coverage calculations for the respective zoning district.

- E. Height
 - Building-mounted solar energy systems shall not exceed the height limits for accessory structures in the respective zoning district, as measured from adjoining grade at base to the highest elevation of the equipment.
- 6. Utility Solar Energy Systems
 - A. In addition to the application General Requirements provided herein, the applicant shall also submit a scaled Site Plan drawings which includes the following information:
 - 1. Existing and proposed contours, at a minimum of one foot intervals.
 - 2. Location, setbacks, exterior dimensions and square footage of all existing and proposed structures.
 - 3. Location and size of existing waterways, wetlands, one hundred-year floodplains, sanitary sewers, storm sewers, drain tiles and water distribution systems.
 - 4. Location of any overhead or underground utilities and easements.
 - 5. Location of existing trees.
 - B. Use and Location
 - Utility Solar Energy Systems shall be permitted as a special use only **in the AG-I** Agricultural District.
 - C. Lot Size
 - The minimum lot size for a Utility Solar Energy System shall be no less than 10 acres.
 - D. Setback Requirements
 - In all zoning districts, Utility Solar Energy Systems shall comply with the respective setback requirements, as measured from the property line to the closest edge of the system.
 - E. Lot Coverage
 - The total solar panel surface area of Utility Solar Energy Systems shall be included in the lot coverage calculations for the respective zoning district.
 - F. Height of Solar Energy Systems
 - Utility Solar Energy Systems shall not exceed ten (10) feet in height measured from adjoining grade at base to the highest elevation of the equipment, unless otherwise approved by the Village.
 - G. Fencing Required
 - Utility Solar Energy Systems shall be enclosed with a fence approved by the Village.
 - H. Other Conditions.
 - Conditions may be imposed on the Special Use, including, but not limited to, maintenance and removal of nonfunctioning panels and components, minimizing glare potential, appropriate drainage, maintenance of area where system is located, and other conditions based upon the surrounding area.”

SECTION THREE: That Section 13-20 of the Zoning Ordinance of the Village of Beecher, be, and the same is hereby added to read and provided as follows:

“13-20 ELECTRIC GENERATING WIND DEVICES

It is the intent of this Section to assure that any development and production of wind-generated electricity in the Village of Beecher and unincorporated Will County is safe and effective; facilitates economic opportunities for local residents; and promotes the supply of wind energy in support of Illinois' statutory goal of increasing energy production from renewable energy sources.

1. General Provisions. The following general provisions apply to all Electric-Generating Wind Devices permitted or allowed by Special Use by this Section:
 - A. Electric-Generating Wind Devices shall not cause electrical signal interference.
 - B. Electric-Generating Wind Devices shall not have any artificial illumination located on the device or the structure supporting the devices unless required by the Federal Aviation Administration or appropriate permitting authority.
 - C. There shall be no more than one (1) Electric-Generating Wind Device permitted for each parcel or lot of record.
 - D. Electric-Generating Wind Devices shall comply with all Village building codes, including height restrictions, and other federal, state, and local regulations and the manufacturer's requirements for installation and operation.
 - E. All Electric-Generating Wind Devices and all components must be commercially made products, U.L. approved, and acceptable to the local electric provider company.
 - F. All Electric-Generating Wind Device battery banks shall be installed and located within the primary structure, shall comply with manufacturer specifications, and shall be vented to the exterior of the structure. In the event that a battery bank is installed with the Electric-Generating Wind Device, then the location and connections shall be submitted as part of the building permit application.
 - G. Electric-Generating Wind Devices shall be a non-obtrusive color such as tan, sand, gray, black, white, or similar colors. Galvanized steel or other metal is acceptable for the support structure for the Electric-Generating Wind Device.
 - H. All towers, structures, and supports with Electric-Generating Wind Devices shall be utilized for only the Electric-Generating Wind Devices and shall not have affixed any other components, appurtenances, or advertising signs.
 - I. All climbing apparatus shall be located at least fifteen (15) feet above the ground and the tower must be designed to prevent climbing within the first fifteen (15) feet from top of foundation.
 - J. "Height" as used in this Section shall mean the total vertical distance from ground level to the tip of the wind turbine blade when it is at its highest point.
 - K. Any Electric-Generating Wind Device that is not operated for a continuous period of twelve (12) months shall be considered abandoned, and the owners of such device shall remove all structures within ninety (90) days of receipt of notice from the Village notifying the owner of such abandonment. If such device and structure is not removed within ninety (90) days, the Village may remove all devices and structures at the owner's expense and lien the property for costs of the removal.
2. Application Requirements. The following are required to be submitted with the Building Permit application and Special Use application for any Electric-Generating Wind Devices:
 - A. A standard drawing of the Electric-Generating Wind Device and support structure, including the tower, base, and electric connections. An engineering analysis of the system showing compliance with the adopted building codes of the Village certified by a licensed professional engineer shall be submitted. This analysis is frequently supplied by the manufacturer.
 - B. A plat of survey that shows the proposed location of the Electric-Generating Wind Device, including proposed setbacks in compliance with this Section, and height of existing structures, if any.
 - C. All fees shall be paid at the time of the issuance of the Building Permit and at the time of application for the Special Use.

3. Electric-Generating Wind Devices allowed as Permitted Use.

A. *Windspires.* Windspires are permitted uses in all zoning districts subject to the following requirements:

- (1) The Windspire Height shall not exceed the maximum height for buildings and structures in the zoning district where the device is to be installed.
- (2) The Windspire shall be located only in the rear yard.
- (3) The Windspire shall maintain a setback from all property lines equal 150% of the Windspire Height.

4. Electric-Generating Wind Devices allowed as a Special Use.

A. *Rooftop Mounted Electric-Generating Wind Devices.* Rooftop Mounted Electric-Generating Devices are only allowed as a Special Use in Agricultural, Commercial, and Industrial zoning districts subject to the following requirements:

- (1) Rooftop Mounted Electric-Generating Wind Devices shall not exceed fifteen (15) feet in Height above the highest point of the structure.
- (2) Rooftop Electric-Generating Wind Devices may be mounted to the side of a structure.

B. *Small Wind Energy Systems.* Small Wind Energy Systems are allowed only as a Special Use in the AG-1, B-1, B-2, B-3, 1-1, O-S, G/I, and O-R zoning districts subject to the following requirements:

- (1) Maximum Height shall be limited as follow (any fraction of an acre will be rounded down to the closest whole number):

Lot Size (acres)	Maximum Tower Height (feet)
5 to 19	80'
20+	130'

- (2) Minimum lot size shall be five (5) acres.
- (3) The Height shall be limited to seventy (70) feet in cases where a zoning district is adjacent to a residential zoning district. Zone changes and single-family residences constructed after installation of the Small Wind Energy System will not affect the Small Wind Energy System use.
- (4) The minimum distance between a Small Wind Energy System and any property line shall be a distance equivalent to 125% of the total system Height.
- (5) The tip of any rotor blade at its lowest point shall have ground clearance of no less than twenty (20) feet.

C. *Wind Farm Facility.* A Wind Farm Facility is only allowed as a Special Use in the A-1 zoning districts subject to the following requirements:

- (1) General Regulations:
 - (a) The design of the buildings and related structures shall, to the extent reasonably possible, use materials, colors, textures, screening and landscaping that will blend the Wind Farm Facility to the natural setting and the existing environment.
 - (b) Electrical controls, control wiring, and power-lines shall be wireless or underground except where wiring is brought together for connection to the electrical transmission or distribution network.
 - (c) All access doors to wind turbine towers and electrical equipment shall be lockable.
 - (d) Each Electric-Generating Wind Device tower shall be marked with a visible identification number to assist with provision of emergency services, and the permittee shall file a Wind Farm Facilities map identifying wind turbine locations and numbers with the Beecher Fire Protection District and Beecher Police

Department and any other appropriate emergency agency.

- (e) Warning signs concerning voltage must be posted on the base of each tower, electrical equipment, and at the entrance to any Wind Farm Facilities site.
 - (f) The permittee shall ensure that, following completion of construction of a Wind Farm Facility, all County, Township and State roads will be repaired or restored to a condition at least equal to the condition prior to construction of such facility, as inspected and approved by the governing highway authority.
 - (g) Maximum Height shall not exceed Five Hundred (500) feet.
 - (h) Minimum size shall be 1,000 acres with proof of any combination of rented, owned, or leased property being is acceptable.
 - (i) The minimum distance between an Electric-Generating Wind Device and any property line shall be a distance that is equivalent to 125% of the Height of Electric-Generating Wind Device.
 - (j) No portion, at the time of application, of any Wind Farm Facility shall be placed within 1,320 feet of any residential structure, use, or district. Subsequent zone changes and single-family residences constructed after installation of the Wind Farm Facility will not affect the Wind Farm Facility system use.
 - (k) Each Electric-Generating Wind Device shall be set back from the nearest above- ground public utility lines a distance of no less than 125% of the of the Height of Electric-Generating Wind Device.
 - (l) The blade tip of any rotor at its lowest point shall have a ground clearance of no less than seventy-five (75) feet.
- (2) *Application Requirements:* The following items are required to be submitted with the Special Use application for a Wind Farm Facility:
- (a) Site plan showing the following:
 - i. Survey of property or properties included in the proposal.
 - ii. Distances to residential dwelling within 1,320 feet of the property.
 - iii. Setback requirements of the zoning district.
 - iv. Setback requirements for each Electric-Generating Wind Device tower.
 - v. Any floodplain or wetland on the property.
 - vi. Any existing or proposed roads.
 - vii. Location, height, and dimensions of all existing and proposed structures and fencing.
 - viii. Easements and utilities on the property.
 - ix. Surrounding zoning and uses within 1,320 feet of the property.
 - (b) A project proposal that includes the following:
 - i. Name, company, address, and phone number of the owner and developer.
 - ii. Project summary including the generating capacity; equipment manufacturer; types of electric-generating wind devices and number of electric generating wind devices; and the generation for each electric-generating wind device.
 - iii. Maximum height for each Electric-Generating Wind Device.
 - (c) Avian Habitat Study: An avian habitat study must be completed by an ornithologist or wildlife biologist and submitted as part of the application process.
 - (d) Proof of compliance with the Illinois Pollution Control Board regulations.
 - (e) Federal Aviation Administration determination that proposed structures do not interfere or present a hazard to any public or private aircraft.

- (f) Reclamation Plan to remove any inoperable electric-generating wind device and to restore the site if the project ceases operations or does not produce any electricity for an eighteen-month period.
- (3) *Signal Interference*. The permittee shall minimize or mitigate any interference with electromagnetic communications, such as radio, telephone or television signals caused by any Wind Farm Facility.
- (4) *Restoration of Property*. Within one hundred eighty (180) days of termination or abandonment of leases easements for a Wind Farm Facility in the Village, the current permittee shall cause, at its own expense, removal of all structures to a depth of four (4) feet below preconstruction grade.
- (5) *Test Wind Towers*: Test wind towers may be erected only by obtaining a Special Use subject to the following:
 - (a) Maximum Height shall be limited to Five Hundred (500) feet.
 - (b) Test wind towers shall be dismantled within three (3) years of installation.
 - (c) Test wind towers shall be set back from any property line a distance this is equivalent to 125% of the total test wind tower Height.
 - (d) Building permit applications for test wind towers shall be accompanied by standard drawings of the structure, including the tower, base and footings. An engineering analysis of the tower showing compliance with the adopted building codes of the Village and certified by an Illinois licensed professional structural engineer shall be submitted. This analysis is frequently supplied by the manufacturer.”

SECTION FOUR: That Section 14 of the Zoning Ordinance of the Village of Beecher, be, and the same is hereby amended to add and provide definitions as follows:

“BUILDING-INTEGRATED SOLAR ENERGY SYSTEM: A solar energy system that is an integral part of a principal or accessory building, rather than a separate mechanical device, replacing or substituting for an architectural or structural part of the building. Building-integrated systems include, but are not limited to, photovoltaic or hot water systems that are contained within roofing materials, windows, skylights, shading devices and similar architectural components.”

“ELECTRIC-GENERATING WIND DEVICE: An aggregation of parts including the base, tower, generator, rotor, blades, supports, guy wires, and accessory equipment such as electric utility interconnections and battery banks, in such configuration as necessary to convert the power of wind into mechanical or electrical energy and most commonly known as wind charger, windmill, and wind turbine.”

“FLUSH-MOUNTED SOLAR ENERGY SYSTEM: A solar energy system that is mounted flush with a finished surface, at no more than six (6) inches in height above that surface.

“GROUND-MOUNTED SOLAR ENERGY SYSTEM: A solar energy system not attached to another structure and is ground mounted.”

“PHOTOVOLTAIC CELL: A semiconductor device that converts solar energy into electricity.”

“ROOF-MOUNTED SOLAR ENERGY SYSTEM: A solar energy system that is mounted on the roof of either a principal or accessory structure.”

“SMALL WIND ENERGY SYSTEMS: An Electric-Generating Wind Device which has a rated capacity of up to 100 kilowatts operating at the rated wind speed and which is incidental and subordinate to a permitted use on the same parcel and solely supplies electrical power for on-site use. When a Small Wind Energy System is located on a parcel that also receives electrical power supplied by a utility company, then excess electrical power generated by the system that is not presently needed for on-site use may be supplied to and used by the utility company.”

“SOLAR ENERGY SYSTEM: A system for which the primary purpose is to convert solar energy into thermal, mechanical or electrical energy for storage and use.”

“SOLAR PANEL: A group of photovoltaic cells are assembled on a panel and panels are assembled on-site into solar arrays.”

“UTILITY SOLAR ENERGY SYSTEM: A solar energy system that is primarily used to produce energy for commercial distribution.”

“WIND FARM FACILITY: One or more Electric-Generating Wind Devices which are intended to produce electricity for sale to a state regulated or non-regulated utility or for use off-site.”

“WINDSPIRE: An Electric-Generating Wind Device with a turbine on a vertical axis which has a rated capacity of up to 60 kilowatts operating at the rated wind speed and is intended to supply electrical power for on-site use. When a windspire is located on a parcel that also receives electrical power supplied by a utility company, then excess electrical power generated by the windspire that is not presently needed for on-site use may be supplied to and used by the utility company.”

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

SECTION SEVEN: 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 _____, 2025.

Yeas: _____

Nays: _____

Abstain: _____

Present: _____

Marcy Meyer, Village President

ATTEST:

Janett McCawley, Village Clerk

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

ORDINANCE NO. _____

AN ORDINANCE ADDING SECTION 9-15 OF THE VILLAGE CODE OF THE VILLAGE OF BEECHER PERTAINING TO LOW-SPEED ELECTRIC SCOOTER REGULATIONS, AND REPEALING ALL VILLAGE CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT THEREWITH.

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised that it is necessary to amend the Village Code concerning adding provisions pertaining to the regulation of low-speed electric scooters within the Village; and

WHEREAS, recent amendments to the Illinois Vehicle Code (“Vehicle Code”), 625 ILCS 5/1-100 *et seq.*, provide a regulatory framework consisting of various restrictions concerning the use of low-speed electric scooters, including allowing the use of low-speed electric scooters only within municipalities that specifically authorize such use; and

WHEREAS, the Corporate Authorities of this Village of Beecher, Will County, Illinois, have reviewed the current text provisions of the Village Code; and

WHEREAS, the Corporate Authorities of the Village desire to amend the Beecher Village Code (“Village Code”) to provide for the municipal regulation of low-speed electric scooters within the Village; and

WHEREAS, the Corporate Authorities of this Village of Beecher, Will County, Illinois, having reviewed the Village Code provisions, as amended from time to time, now concur that it is advisable, necessary, and in the best interests of the residents of the Village of Beecher that Section 9-15 of the Village Code be added to provide for the regulation of low-speed electric scooters in the Village.

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 Section 1 entitled “DEFINITIONS” of Chapter 1 entitled “DEFINITIONS” of Title 9 entitled “TRAFFIC” of the Village Code of the Village of Beecher, be, and the same is hereby amended to add the following definition:

9-1-1: DEFINITIONS:

“LOW-SPEED ELECTRIC SCOOTER shall mean a device weighing less than 100 pounds, with 2 or 3 wheels, handlebars, and a floorboard that can be stood upon while riding, that is solely powered by an electric motor and human power, and whose maximum speed, with or without human propulsion, is no more than 10 miles per hour, however, this definition does not include a moped or motor driven cycle.”

SECTION TWO: That Chapter 15 entitled “LOW-SPEED SCOOTER RULES” of Title 9 entitled “TRAFFIC” of the Village Code of the Village of Beecher, be, and the same is hereby added to read and provide as follows, namely:

“9-15-1: Low-Speed Scooters

- A. Low-speed electric scooters may be operated on public roads with a posted speed limit of 35 mph or less.
- B. Low-speed electric scooters may be operated on sidewalks, trails, bicycles paths and designated paths within the Village, except were prohibited by signage.
- C. Low-speed electric scooters may not be operated on State highways.
- D. It shall be unlawful to use a low-speed electric scooter in violation of this Ordinance, which is not an intended nor permitted use of a public right-of-way, as those terms are used in Section 3–102 of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/3–102).

9-15-2: Rules and Regulations Low-speed electric scooters may only be operated in accordance with the following rules and regulations:

- A. A low-speed electric scooter must be equipped with a brake that will adequately control movement of and stop and hold the low-speed electric scooter;
- B. A low-speed electric scooter, when in use at nighttime, must have a lamp on the front that emits a white light visible from a distance of at least 500 feet to the front and with a red reflector on the rear that is visible from all distances from 100 feet to 600 feet to the rear when directly in front of lawful lower beams of headlamps on a motor vehicle, except that a lamp emitting a steady or flashing red light visible from a distance of 500 feet to the rear may be used in addition to or instead of the red reflector;
- C. A person may not operate a low-speed electric scooter while carrying any package, bundle or article that prevents the operator from keeping at least one hand upon the handlebars;
- D. A person may not operate a low-speed electric scooter to carry more than one person at a time;
- E. A low-speed electric scooter shall not be equipped with nor shall any person use upon a low-speed electric scooter any siren. This subsection does not apply to a low-speed electric scooter that is a police vehicle or fire department vehicle.
- F. A person operating a low-speed electric scooter may not attach himself or herself or the scooter to any other vehicle being operated on the public right-of-way;
- G. A person operating a low-speed electric scooter must adhere to all applicable traffic laws, including yielding to pedestrians and obeying traffic signals and signs;
- H. A person operating a low-speed electric scooter must be at least 18 years of age;

- I. A person may not operate a low-speed electric scooter while under the influence of alcohol or any drug;
- J. A low-speed electric scooter must not be equipped with, nor should any low-speed electric scooter operator use, any siren; and
- K. Every low-speed electric scooter must be well-maintained and in good operating condition.

9-15-3: Penalty; Mitigation

- A. Any person who violates any provision of this Ordinance shall be punished by a fine as follows:
 - (1) First Offense: \$25.00
 - (2) Second Offence: \$100.00
 - (3) Third Offense: \$150.00
 - (4) Fourth Offense or more: \$250.00
- B. The Village is further empowered to exercise all powers afforded to it, at law or in equity, to collect any fines assessed against a person pursuant to this Ordinance, including but not limited to seeking incarceration of said person for a period of time that conforms with Section 1-2-9 of the Illinois Municipal Code (65 ILCS 5/1-2-9).
- C. To the extent that any violation of this Ordinance also constitutes a violation of a criminal statute of the State of Illinois, then the violator shall also be subject to criminal prosecution.”

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

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

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

PASSED and **APPROVED** this _____ day of _____, 2025.

Yeas: _____

Nays: _____

Abstain: _____

Present: _____

Marcy Meyer, Village President

ATTEST:

Janett McCawley, Village Clerk

May 16, 2025

Ms. Charity Mitchell
Village Administrator
Village of Beecher
625 Dixie Highway
Beecher, IL 60401

Subject: *Village of Beecher – 2026 Miller Street Water Main Replacement*

Dear Ms. Mitchell:

Baxter & Woodman, Inc., is pleased to submit the following proposal to complete design services for the 2026 Miller Street Water Main Replacement. This project includes design engineering services for approximately 2,600 lineal feet of water main replacement along Miller Street, from Dixie Highway (IL Route 1) to Reed Street. This Project includes replacing approximately 21 water services from a new corporation stop to a new curb stop and water service box, fire hydrants, and valves in boxes. This project also includes one culvert crossing via horizontal directional drilling. This Project does not include reconstruction of the streets, drainage structures, utilities, or driveways except in those circumstances that existing facilities are damaged during construction.

Design for this process began in early 2022 and reached a 60% design stage. However, this project was put on hold by the Village in the fall of 2022. The scope of this proposal includes finalizing the existing design documents, updating to current standards, and project advertisement. This proposal outlines our scope of services and engineering fee.

Scope of Services

1. PROJECT COORDINATION AND DATA COLLECTION

A. PROJECT MANAGEMENT

- i. Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope.
- ii. Coordinate with the Village and project team to ensure the goals of the project are achieved.
- iii. Prepare and submit monthly invoices and provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

- #### B. PROJECT MEETINGS – Conduct up to two (2) virtual meetings with key staff at times during the Project to obtain information, establish detailed needs, objectives, and goals, and clarify design preferences. Meetings are anticipated for 90% and Final Design review.

- C. UTILITY COORDINATION – Follow up on Design Stage Request previously completed with JULIE. Send final design documents to utilities located within the work area for final conflict analysis.
 - D. CLEAN CONSTRUCTION OR DEMOLITION DEBRIS (CCDD)
 - i. Administer and perform soil sample testing and facilitate completion of IEPA LPC-663 to assist with estimating soil disposal cost at the project site. Uncontaminated soil including uncontaminated soil mixed with CCDD accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)]. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO/CCDD) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B)]. These certifications must be made by a licensed professional engineer or geologist (PE/PG) using the Form LPC-663.
 - ii. Utilize a soil probe and handheld auger to collect representative samples from the project site and additional quality assurance/quality control samples as needed.
 - iii. Perform laboratory analysis on the collected samples.
 - iv. Prepare a summary report that describes the sampling procedures, results of the analytical laboratory testing and a figure outlining the limits of the classified soils. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist, and we will provide to the Village. The LPC-663 Form will be included as an attachment to the summary report.
 - E. GEOTECHNICAL INVESTIGATION – Utilize a Geotechnical subconsultant to perform soil borings to determine the composition of the existing soil material within the project limits. Geotechnical subconsultant will provide a summary report, including soil characteristic analysis and installation recommendations. Baxter & Woodman will provide a soil boring location map prior to this work (five borings estimated). Outside services by a Geotechnical subconsultant are included in this fee.
2. ENVIRONMENTAL COORDINATION AND PERMITTING
- A. PERMITS AND AGENCY COORDINATION
 - i. Resubmit the design documents to obtain permits from IEPA and IDOT.
 - ii. Obtain a historic preservation consultation from SHPO.
3. FINAL DESIGN AND PLAN DEVELOPMENT
- A. DRAWINGS
 - i. Prepare Design Documents consisting of Drawings detailing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s).
 - ii. Provide detailed drawings of design elements and construction requirements.

- iii. Indicate location of all utilities that can be obtained from the best available records, including utility company atlases.
 - iv. Create legends, general notes, and designer instructions to contractors, to create a final set of construction drawings.
 - v. Utilize previous 60% plan sheets and update to final design. Review and respond to Preliminary (60%) and Pre-Final (90%) plan sheets comments.
 - vi. Finalize the design for the proposed improvements including the water main location, valves, fire hydrants, water services, and connections.
- B. PROJECT MANUAL**
- i. Prepare Design Documents consisting of Specifications detailing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s). Specifications will be prepared in conformance with the format of the Construction Specification Institute.
 - ii. Prepare for review and approval by the Village and its legal counsel the forms of Construction Contract Documents consisting of “Front End Documents” including Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon standard Village contract documents or documents prepared by the Engineers Joint Contract Document Committee (EJCDC). Prepare technical specifications based on Village of Beecher standard specifications, Construction Specifications Institute documents, and the Standard Specifications for Water and Sewer Construction in Illinois. Prepare a special provision for each Pay Item.
 - iii. Pre-final (90%) and Final (100%) Project Manual submittals are anticipated for this Project.
- C. ENGINEER'S OPINION OF PROBABLE COST – Prepare Opinion of Probable Costs (OPC) for the Project including construction cost, contingencies, construction engineering services, and, on the basis of information furnished by the Village, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the Project.**
- D. PEER AND CONSTRUCTABILITY REVIEWS**
- i. Conduct engineering QA/QC peer reviews of Final drawings and Specifications.
 - ii. Conduct constructability review of Final drawings and Specifications.
 - iii. Make revisions to Drawings and Specifications based on comments from both engineering and construction reviews.

4. BID ASSISTANCE

- A. ASSISTANCE TO BIDDERS – Set bid dates with the Village, create Advertisement for Bid (AFB), and coordinate with the Village for Project publication. Answer bidder’s questions during the bid period.
- B. ADDENDUMS – Prepare and issue addenda as necessary.
- C. BID OPENING – Attend bid opening to receive and evaluate bids.
- D. BID TABULATION AND LETTER OF RECOMMENDATION – Tabulate bids and review bid submittals to verify low bid is responsive and responsible. Issue a Letter of Recommendation to Award and prepare a Bid Tabulation Breakdown.

Exclusions

The following items are not included within the scope of this project, but can be provided as additional services to the contract:

- Construction Services

Fee

The Village shall pay the Engineer for the services performed or furnished, based upon the Engineer’s standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed **\$23,000.00**.

This proposal is valid for 90 days from the date issued.

We appreciate the opportunity to work with the Village of Beecher on this important Project, and we are available to begin work immediately upon your notice to proceed.

Standard Terms and Conditions

The attached Standard Terms and Conditions apply to this proposal.

Acceptance

If you find this Proposal acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact Peter Kozak at 815-444-3394 or pkozak@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Dan Bounds, PE
Associate Vice President

Village of Beecher

ACCEPTED BY: _____

TITLE: _____

DATE: _____

P:\BEECH\0212411-2025 Miller Street Water Main Rep\Contract\41\0212411.41_Proposal_Miller Street Water Main.docx

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

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

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

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

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

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

Insurance – Baxter & Woodman will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

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

In no event will Baxter & Woodman’s collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to Baxter & Woodman

under this Agreement. Any claim against Baxter & Woodman arising out of this Agreement may be asserted by the Owner, but only against the entity and not against Baxter & Woodman's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

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

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

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

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

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

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

July 23, 2025

Ms. Charity Mitchell
Village Administrator
Village of Beecher
625 Dixie Highway
Beecher, Illinois 60401

Subject: Village of Beecher – NPDES Special Conditions Assistance for Fiscal Year 2026-2026

Dear Ms. Mitchell:

Baxter & Woodman, Inc. is pleased to submit this proposal to assist the Village with the preparation and submittal of select NPDES Permit Special Conditions and provide general assistance to the Village with their NPDES Permit requirements for the duration of the Village's Fiscal year 2025-2026. This proposal outlines our scope of services and engineering fees.

Scope of Services

Task 1 - STP NPDES Special Condition 13 Semi-Annual Sludge Management Reports

- A. Assist Village staff with the preparation and submittal of the semi-annual sludge management reports. These reports are due July 31, 2025, and by January 31, 2026 (Electronic Submittal Only).

Task 2 - STP NPDES Special Condition 20 Total Phosphorus Limit Progress and Special Condition 22 PDOP Annual Reports

Prepare a letter report with the status of progress toward compliance to meet the Special Condition 20 Total Phosphorus Limit and the current status of plant operations for total phosphorus removal for the PDOP Annual Report that is due by March 31, 2026.

- A. Download STP Total phosphorus data from USEPA ECHO Database for the time range of January 2024 to the current date. Determine minimum and maximum total phosphorus concentrations for both daily samples and monthly averages over the date range.
- B. Draft letter report.
- C. Provide draft to Village for review.
- D. Finalize report and submit to IEPA Compliance Assurance Section (Electronic Submittal Only).

Task 3 – As Needed Assistance with the STP NPDES Special Conditions and DMR Reporting Requirements

This task is for assisting the Village with NPDES reporting requirements on an as-needed basis provided they can be executed within the contract fee.

- A. Confer with IEPA and confirm how to calculate the annual-rolling geometric mean for effluent total phosphorus on the DMR.
- B. Resolve instances of non-compliance as shown on the USEPA ECHO database by contacting and working with the IEPA Compliance Assurance Section.
- C. Field questions by Village staff regarding the NPDES Permit requirements.
- D. Contact with the IEPA or other Agencies as needed.
- E. Other NPDES requirement tasks that can be performed within the remaining contract fee.
- F. Requests for additional assistance that exceed the contract fee will be considered outside the scope of this contract and a separate agreement will be required.

Meetings

If needed, meetings with Village Staff will be held virtually.

Project Management

Project management includes client status reports, invoices, budgets, and administrative tasks.

Schedule

Task 1 - STP NPDES Special Condition 13 Semi-Annual Sludge Management Reports

This task will begin when the Village approves this proposal. These reports are due to IEPA by July 31, 2025, and January 31, 2026.

Task 2 - STP NPDES Special Condition 20 Total Phosphorus Limit Progress and Special Condition 22 PDOP Annual Reports

The reports are due to IEPA by March 31, 2026.

Task 3 – As Needed Assistance with the STP NPDES Special Conditions and DMR Reporting Requirements

As-needed tasks and schedules will be determined. This service will be through April 30, 2026.

Fee

Our engineering fee for the above-stated scope of services will be based on our 2025 and 2026 hourly billing rates for actual work time performed, plus reimbursement of out-of-pocket expenses, including travel, which will not exceed **\$5,000**.

This proposal is valid for 90 days from the date issued.

Standard Terms and Conditions

The attached Standard Terms and Conditions apply to this proposal.

Acceptance

Thank you for the opportunity to submit our proposal for this Project. Upon your written authorization to proceed, we will begin working immediately. Please contact Ms. Nichie Schaeffer at 815-444-3372 or nschaeffer@baxterwoodman.com if you have any questions or need additional information.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Daniel G. Bounds, PE
Associate Vice President

Attachment

VILLAGE OF BEECHER, ILLINOIS

ACCEPTED BY: _____

TITLE: _____

DATE: _____

P:\BEECH\2500601-NPDES Permit SC Assistance\Contract\Work\2500601.00_Proposal_NPDES Compliance Assist.docx

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General Liability:	\$1 million per claim \$2 million aggregate	Professional Liability:	\$5 million per claim \$10 million aggregate
Automobile Liability:	\$1 million combined single limit		

In no event will Baxter & Woodman’s collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to Baxter & Woodman

under this Agreement. Any claim against Baxter & Woodman arising out of this Agreement may be asserted by the Owner, but only against the entity and not against Baxter & Woodman's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

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

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

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

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

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

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

July 23, 2025

Ms. Charity Mitchell
Village Administrator
Village of Beecher
625 Dixie Highway
Beecher, Illinois 60401

Subject: Village of Beecher – NPDES Permit Renewal Assistance

Dear Ms. Mitchell:

In accordance with your request, Baxter & Woodman, Inc. is pleased to submit the following proposal to provide assistance with renewing the Village of Beecher's Sewage Treatment Plant (STP) NPDES Permit. The Village's current permit, NPDES IL0049522, expires on July 31, 2026. This proposal includes preparing the permit renewal application and submitting it to the IEPA by January 31, 2026. Our scope of services and engineering fee are outlined below.

Scope of Services

NPDES Permit Renewal Application

1. Conduct a kick-off meeting with Village staff to discuss the permit renewal process, required data, and schedule.
2. Prepare and provide a memo outlining STP data and information needed for the permit renewal application.
3. Review, input, and statistically evaluate STP effluent data.
4. Complete the permit application forms and submit them to Village for review. Incorporate Village's comments (if any).
5. Prepare a cover letter and submit permit applications to IEPA by January 31, 2026.
6. Subsequent to IEPA review of the permit renewal forms, we will follow-up on comments or additional requirements that IEPA may make or request.
7. Project Management - Plan, schedule, and control activities to complete the Project. These activities include budgeting, scheduling, and monitoring the scope of services.

NPDES Draft Permit Review

A review of the pre-final draft NPDES Permit from the IEPA will occur in the Village's Fiscal Year 2026-2027 and will be included in a separate proposal.

Fee

The Village shall pay the Engineer for the services performed or furnished, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed **\$7,000**.

This proposal is valid for 90 days from the date issued.

Schedule

The NPDES Permit renewal application is due to IEPA by January 31, 2026, which is six months prior to the expiration date.

Standard Terms and Conditions

The attached Standard Terms and Conditions apply to this proposal.

Acceptance

If you find this proposal acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact Nichie Schaeffer at 815-444-3372 or nschaeffer@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Daniel G. Bounds, PE
Associate Vice President

Village of Beecher

ACCEPTED BY: _____

TITLE: _____

DATE: _____

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

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

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

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

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

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

Insurance – Baxter & Woodman will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

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

In no event will Baxter & Woodman’s collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to Baxter & Woodman

under this Agreement. Any claim against Baxter & Woodman arising out of this Agreement may be asserted by the Owner, but only against the entity and not against Baxter & Woodman's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

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

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

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

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

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

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

8-6-14: BRUSH COLLECTION:

OLD VERSION

The village has established a brush collection program to complement the yard waste bag collection system as a convenience to residents. Residents may place twigs, branches, and brush not exceeding six feet (6') in length and not exceeding six inches (6") in diameter per branch on the parkway just outside the curb or edge of pavement of the street for collection. Brush shall be stacked neatly in piles lying perpendicular to the street with the stub end facing the street. Under no circumstances shall grass clippings, leaves, construction material, or plastic bags be collected. In the event these rules are not followed, the items will be left on the parkway and the resident given a notice of violation.

During the months of April through November, brush will be collected beginning at seven o'clock (7:00) A.M. on the same day as curbside recycling. Brush placed on the parkway after seven o'clock (7:00) A.M. on Mondays will not be collected until the following week. During the months of December through March, brush will be collected only in the event a storm causes damage to trees in the village.

The superintendent of public works may call for a special brush collection and amend the rules of the program in the event of a severe storm. The village board reserves the right to use general fund reserves or place an additional refuse charge on residential customers to pay for the cost of a special brush collection. (Ord. 1185, 4-22-2013)

NEW VERSION

The village has established a brush collection program to complement the yard waste bag collection system as a convenience to residents. Residents may place twigs, branches, and brush not exceeding six feet (6') in length and not exceeding six inches (6") in diameter per branch on the parkway just outside the curb or edge of pavement of the street for collection. Brush shall be stacked neatly in piles lying perpendicular to the street with the stub end facing the street. Under no circumstances shall grass clippings, leaves, construction material, or plastic bags be collected. In the event these rules are not followed, the items will be left on the parkway and the resident given a notice of violation.

During the months of April through **the last Tuesday of September**, brush will be collected beginning at seven o'clock (7:00) A.M. on **Tuesday of each week, weather permitting**. Brush placed on the parkway after seven o'clock (7:00) A.M. on **Tuesday's** will not be collected until the following week. During the months of **October** through March, brush will be collected only in the event a storm causes damage to trees in the village.

The superintendent of public works may call for a special brush collection and amend the rules of the program in the event of a severe storm. The village board reserves the right to use general fund reserves or place an additional refuse charge on residential customers to pay for the cost of a special brush collection. (Ord. 1185, 4-22-2013)

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE PROVIDING FOR AN EMPLOYMENT AGREEMENT
WITH THE VILLAGE ADMINISTRATOR
FROM MAY 1, 2025 THROUGH APRIL 30, 2029**

WHEREAS, the Village of Beecher, located in Will County, Illinois, is a non-home rule unit of government having the position of Village Administrator created by Ordinance on October 26, 1987; and

WHEREAS, Charity Mitchell has been employed as the Village Administrator since 2023; and

WHEREAS, the Village Board of Trustees seeks to retain Charity Mitchell in the position of Village Administrator; and

WHEREAS, the Corporate Authorities of this Village of Beecher, Will County, Illinois, having reviewed the proposed Employment Agreement, now concur that it is advisable, necessary, and in the best interests of the residents of the Village of Beecher that an Employment Agreement be entered into with Charity Mitchell as the Village Administrator.

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

SECTION ONE: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Ordinance as though fully set forth thereby making the findings as hereinabove set forth.

SECTION TWO: The Village President and Clerk are hereby authorized and directed to execute an Employment Agreement with Charity Mitchell as the Village Administrator which is attached hereto and made a part of this Ordinance, which more clearly specifies the terms and conditions of the Administrator's employment from May 1, 2025, through April 30, 2029.

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

PASSED and **APPROVED** this 11th day of August, 2025.

Yeas: _____

Nays: _____

Abstain: _____

Present: _____

Marcy Meyer, Village President

ATTEST:

Janett McCawley, Village Clerk