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**Village of Beecher**

625 Dixie Highway  
PO Box 1154  
Beecher, Illinois 60401  
Phone: 708-946-2261  
Fax: 708-946-3764  
www.villageofbeecher.org



President

Marcy Meyer

Clerk

Janett McCawley

Administrator

Charity Mitchell

Treasurer

Donna Lippelt

Trustees

Todd Kraus

Joe Tieri

Roger Stacey

Erik Gardner

Brian Diachenko

Jessica Smith

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REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES  
MONDAY, DECEMBER 22, 2025 AT 6:00 PM

**BEECHER PUBLIC SAFETY FACILITY - COMMUNITY ROOM**  
**250 W CHURCH ROAD, BEECHER, IL**

**AGENDA**

***PLEASE NOTE MEETING LOCATION***

**I. PLEDGE OF ALLEGIANCE**

**II. ROLL CALL**

**III. APPROVAL OF MINUTES OF THE PREVIOUS MEETING**

**IV. RECOGNITION OF AUDIENCE**

**V. VILLAGE PRESIDENT'S REPORT**

1. CONSIDER A MOTION APPROVING THE LIST OF APPOINTMENTS OF THE VILLAGE PRESIDENT.
2. PROCLAMATION RECOGNIZING JANETT MCCAWLEY FOR 35+ YEARS OF SERVICE TO THE VILLAGE OF BEECHER and congratulating her on retirement.
3. RECOGNITION OF TERRY LEMMING FOR 4+ YEARS OF SERVICE TO THE VILLAGE OF BEECHER AS CHIEF OF POLICE

**VI. VILLAGE CLERK'S REPORT**

1. SWEARING IN OF JOHN GALVIN AS CHIEF OF POLICE.

**VII. COMMITTEE REPORTS**

**A. FINANCE AND ADMINISTRATION COMMITTEE**

*Todd Kraus, Chair and Brian Diachenko*

1. CONSIDER A MOTION APPROVING THE TREASURER'S REPORT.
2. CONSIDER A MOTION APPROVING THE LIST OF BILLS AND PAYROLL.

**B. PUBLIC BUILDINGS AND PROPERTIES COMMITTEE**

*Brian Diachenko, Chair and Todd Kraus*

1. COMMITTEE REPORT.

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

*Roger Stacey, Chair and Jessica Smith*

1. THE NEXT PZC MEETING IS SCHEDULED FOR THURSDAY, JANUARY 22, AT 7:00 PM.

**D. PUBLIC SAFETY COMMITTEE**

*Joe Tieri, Chair and Erik Gardner*

1. COMMITTEE REPORT.

**E. PUBLIC WORKS COMMITTEE**

*Erik Gardner, Chair and Roger Stacy*

1. COMMITTEE REPORT.

**F. ECONOMIC DEVELOPMENT AND COMMUNITY EVENTS COMMITTEE**

*Jessica Smith, Chair and Joe Tieri*

1. CONSIDER A MOTION APPROVING A COMMUNITY BENEFIT AGREEMENT BETWEEN THE VILLAGE OF BEECHER AND SPARROW PROPERTY MANAGEMENT, LLC. AND AUTHORIZING THE VILLAGE PRESIDENT TO SIGN THE AGREEMENT.

**G. OLD BUSINESS**

**H. ADJOURN TO EXECUTIVE SESSION:** Review Minutes of Executive Session 2(c)(21) and Discuss matters involving: Personnel 2(c)(1)

**I. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION**

1. CONSIDER A MOTION TO APPROVE THE EXECUTIVE SESSION MINUTES AS SUBMITTED (OR AMENDED).
2. CONSIDER A MOTION ADOPTING A RESOLUTION AUTHORIZING THE RELEASE OF CERTAIN EXECUTIVE SESSION MINUTES AS APPROVED BY THE BOARD IN EXECUTIVE SESSION.
3. CONSIDER A MOTION APPROVING AN ORDINANCE AUTHORIZING AN EMPLOYMENT AGREEMENT WITH THE VILLAGE TREASURER AND OFFICE MANAGER. This ordinance authorizes the Village President and Village Clerk to execute the agreement.

**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  
DECEMBER 8, 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, Deputy Clerk Denise Abbink, Administrator Charity Mitchell, Public Works Superintendent Matt Conner, Public Works Assistant Superintendent Adam Held, Chief Terry Lemming, EMA Director Bob Heim, and Code Enforcement Officer Dave Harrison.

**GUESTS:** George Schuitema, Jim Amsden, John Galvin

**APPROVAL OF MINUTES**

President Meyer asked for consideration of the minutes of the November 24, 2025, Board meeting.

Trustee Kraus made a motion to approve the minutes as written. Trustee Stacey seconded.

AYES: (5) Trustees Smith, Kraus, Diachenko, Stacey and Gardner.

NAYS: (0) None

ABSTAIN: (1) Trustee Tieri

Motion carried.

President Meyer asked for consideration of the minutes of the November 17, 2025, Board meeting.

Trustee Smith made a motion to approve the minutes as written. Trustee Diachenko seconded.

AYES: (5) Trustees Tieri, Smith, Diachenko, Stacey and Gardner.

NAYS: (0) None

ABSTAIN: (1) Trustee Kraus

Motion carried.

President Meyer asked for consideration of the minutes of the November 25, 2025, Board meeting.

Trustee Kraus made a motion to approve the minutes as written. Trustee Diachenko seconded.

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

NAYS: (0) None

Motion carried.

**RECOGNITION OF AUDIENCE** – Jim Amsden, a neighbor of the property at Orchard and

Carolina, reports ongoing concerns about the site. The foundation remains open, raising safety issues. It is recommended that FOIA requests be submitted to obtain further information, as no visible progress has been made. The general contractor was recently changed. The foundation was the initial issue, and no work has been performed on the property for some time.

### **VILLAGE CLERK REPORT**

A report was provided on tax income received in November 2025.

### **VILLAGE PRESIDENT'S REPORT**

Village Clerk/Office Manager Janett McCawley will retire after 35 years of dedicated service to the Village of Beecher. A retirement celebration will be held at the Beecher Police Department on December 12th from 2–5 p.m.

### **REPORTS OF VILLAGE COMMISSIONS**

4<sup>th</sup> of July Commission- No report.

Trustee Smith reported that the Youth Commission will hold their next meeting on December 16 at 7:30 p.m.

Trustee Gardner reported the next Historic Preservation meeting is scheduled for December 17 at 6 p.m. at the depot.

### **FINANCE AND ADMINISTRATION COMMITTEE**

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 \$440, 893.93 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.

Trustee Kraus made a motion to approve and sign an agreement with Pyrotecnico Fireworks, Inc. For fireworks displays in the amount of \$41,010 for 2026, \$41,820 for 2027, and \$43,075 for 2028. Trustee Gardner seconded.

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

NAYS: (0) None

Motion carried.

Trustee Kraus made a motion to approve the payment of the deposit invoice from Pyrotecnico Fireworks, Inc for the July 4, 2026 fireworks display in the amount of \$20,000. This invoice is due April 4, 2026. Trustee Smith seconded.

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

NAYS: (0) None  
Motion carried.

ORDINANCE #1444- An ordinance amending Ordinance #1428 as it pertains for municipal grocery tax. Trustee Kraus made a motion to approving Ordinance #1444. Seconded by Trustee Diachenko.

AYES: (6) Trustees Tieri, Smith, Kraus, Diachenko, Stacey and Gardner.  
NAYS: (0) None  
Motion carried.

ORDINANCE #1445- An ordinance adopting a tax levy for 2025 collectible in 2026. Trustee Kraus made a motion to approving Ordinance #1445. Seconded by Trustee Diachenko.

AYES: (5) Trustees Tieri, Kraus, Diachenko, Stacey and Gardner.  
NAYS: (1) Trustee Smith  
Motion carried.

### **PUBLIC BUILDINGS AND PROPERTIES, PARKS AND RECREATION COMMITTEE**

A committee update was provided. Judging for the Christmas lighting contest has been completed, and ten winners were selected. The winners will be announced on the Village website and Facebook page. Signs will be available for pickup or can be delivered to the winners.

### **PLANNING, BUILDING AND ZONING COMMITTEE**

The Building Department monthly report was provided for review.

The next PZC meeting is scheduled for Thursday, December 18th at 7 p.m.

The Board discussed the proposed vacation of property near Country Lane and Catalpa. The land in question is a dead-end road that is being used as a driveway. The homeowner has recently acquired the adjoining lots and inquired about vacating the road. Future access needs should be considered, and confirmation from all affected property owners is required. No objections were raised at this time.

### **PUBLIC SAFETY COMMITTEE**

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

Trustee Tieri highlighted Chief Lemming's accomplishments during his tenure as Beecher's Chief of Police. Chief Lemming earned recognition for his leadership and implemented significant improvements, including e-ticketing, performance standards, an automated evidence vault, and streamlined misdemeanor complaint procedures. He also secured new station furniture, authored multiple grants, helped establish the Beecher Blessings program, resolved long-standing cases, and advanced plans for the new police department building.

### **PUBLIC WORKS COMMITTEE**

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

Trustee Gardner made a motion to approve the proposal from Austgen Electric to install a solar powered school zone sign on Dixie Highway in the amount of \$13,813. Trustee Stacey seconded. Board is informed by Public Works Superintendent Conner that the cost of the sign should be reimbursed by the insurance company.

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

NAYS: (0) None

Motion carried.

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

Administrator Mitchell and Trustee Smith attended the Will County Center for Economic Development annual report breakfast. Trustee Smith reported on topics including population growth, job creation, labor force trends, retail development, and multi-family housing.

### **OLD BUSINESS**

### **ADJOURN TO EXECUTIVE SESSION**

There being no further business to discuss in regular session, Trustee Smith made a motion to adjourn into Executive Session at 6:32 p.m. to discuss personnel. Trustee Tieri seconded.

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

NAYS: (0) None.

Motion carried.

Trustee Kraus made a motion to return from Executive Session at 6:54 p.m. Trustee Tieri seconded.

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

NAYS: (0) None.

Motion carried.

### **NEW BUSINESS**

ORDINANCE #1446- An ordinance authorizing an employment agreement for the new chief of police. Trustee Smith made a motion to approving Ordinance #1446. Seconded by Trustee Stacey.

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

NAYS: (0) None

Motion carried.

Trustee Gardner made a motion to authorize the full-time hire for the Public Works department as stated in executive session. Trustee Stacey seconded.

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

NAYS: (0) None

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

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

NAYS: (0) None.

Motion carried.

Meeting adjourned at 6:57 p.m.

Respectfully submitted by:

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Denise Abbink  
Deputy Clerk

**LIST OF APPOINTMENTS BY VILLAGE PRESIDENT  
FY Ending April 30, 2026**

**Village President Pro-Tem:** Todd Kraus

**Finance and Administration Committee:** Chair: Todd Kraus, Co-Chair: Brian Diachenko

**Public Safety Committee:** Chair: Joe Tieri, Co-Chair: Erik Gardner

**Public Works Committee:** Chair: Erik Gardner, Co-Chair: Roger Stacey

**Economic Development and Community Events Committee:**

Chair: Jess Smith, Chair: Co-Chair: Joe Tieri

**Public Buildings and Properties:** Chair: Brian Diachenko, Co-Chair: Todd Kraus

**Planning, Building and Zoning:** Chair: Roger Stacey, Co-Chair: Jess Smith

**Village Administrator and Zoning Administrator:** Charity Mitchell

**Village Clerk:** Janett McCawley

**Deputy Clerk:** Denise Abbink

**Village Prosecutor:** Tom Knuth

**Village Corporate Counsel:** Tim Kuiper, Austgen, Kuiper and Jasaitis, P.C.

**Code Enforcement Officer:** David Harrison

**EMA Director:** Bob Heim

**Chief of Police:** John Galvin

**Public Works Superintendent:** Matt Conner

**Village Treasurer:** Donna Lippelt

**Building Department Services:** SAFEbuilt

**Fire Inspection Services:** B&F Construction Code Services

**EASTCOM and Laraway Communications Board of Directors:**

Member: Joe Tieri, Alternate: Charity Mitchell

**Planning and Zoning Commission Secretary:** Heidi Demas

**Joint Fuel Committee:** Erik Gardner and Charity Mitchell

**Village Engineer:** Baxter and Woodman: (project engineers TBD on a case-by-case basis)

**Public Information Officer:** George Schuitema

**TIF Joint Review Board:** Jonathan Kypuros Resident at large, Marcy Meyer Village Representative

**TIF Redevelopment Agreement Negotiation Committee:** Jonathan Kypuros, Jess Smith

**Planning and Zoning Commission:**

*Successor appointments are for 3 years*

***Roger Stacey (Village Liaison)***

Bob Heim (term expires 5/1/26)  
Bill Hearn (term expires 5/1/27)  
Phil Serviss (term expires 5/1/27)  
George Schuitema (term expires 5/1/27)  
Joe Gardner (term expires 5/1/28)  
Robert Barber (term expires 5/1/26)  
Charlie Eich (term expires 5/1/28)

**Fourth of July Commission (20 voting members):**

***Marcy Meyer, (Village President)***

***Todd Kraus (Village Liaison)***

- |                         |                      |                        |
|-------------------------|----------------------|------------------------|
| 1. Dana Karstensen      | 8. Chuck Hoehn       | 15. Daryl LoSchaivo    |
| 2. Phil Salmen          | 9. Cameron Ohlendorf | 16. Gus Athanasopoulos |
| 3. Nichole Modschiedler | 10. Robert Barber    | 17. _____              |
| 4. Joe Gianotti         | 11. Ken Bobowski     | 18. _____              |
| 5. Bruce Becker         | 12. Jenna Barber     | 19. _____              |
| 6. Kevin Bouchard       | 13. Nicholas Hoehn   | 20. _____              |
| 7. Steven Barber        | 14. Patty Welsh      |                        |

**Beecher Youth Commission:**

***Jessica Smith (Village Liaison)***

Roger Sipple, Eric Hanson, ex-officio  
Denise Abbink

Sarah Murphy

Jill Murchek

Kelly Phipps

Erica Plys

**Historic Preservation Commission:**

***Erik Gardner (Village Liaison)***

Sandy Lohmann  
Arnie Cooper

Don Sala

Janett McCawley

**Police Commission:**

***Joe Tieri (Village Liaison)***

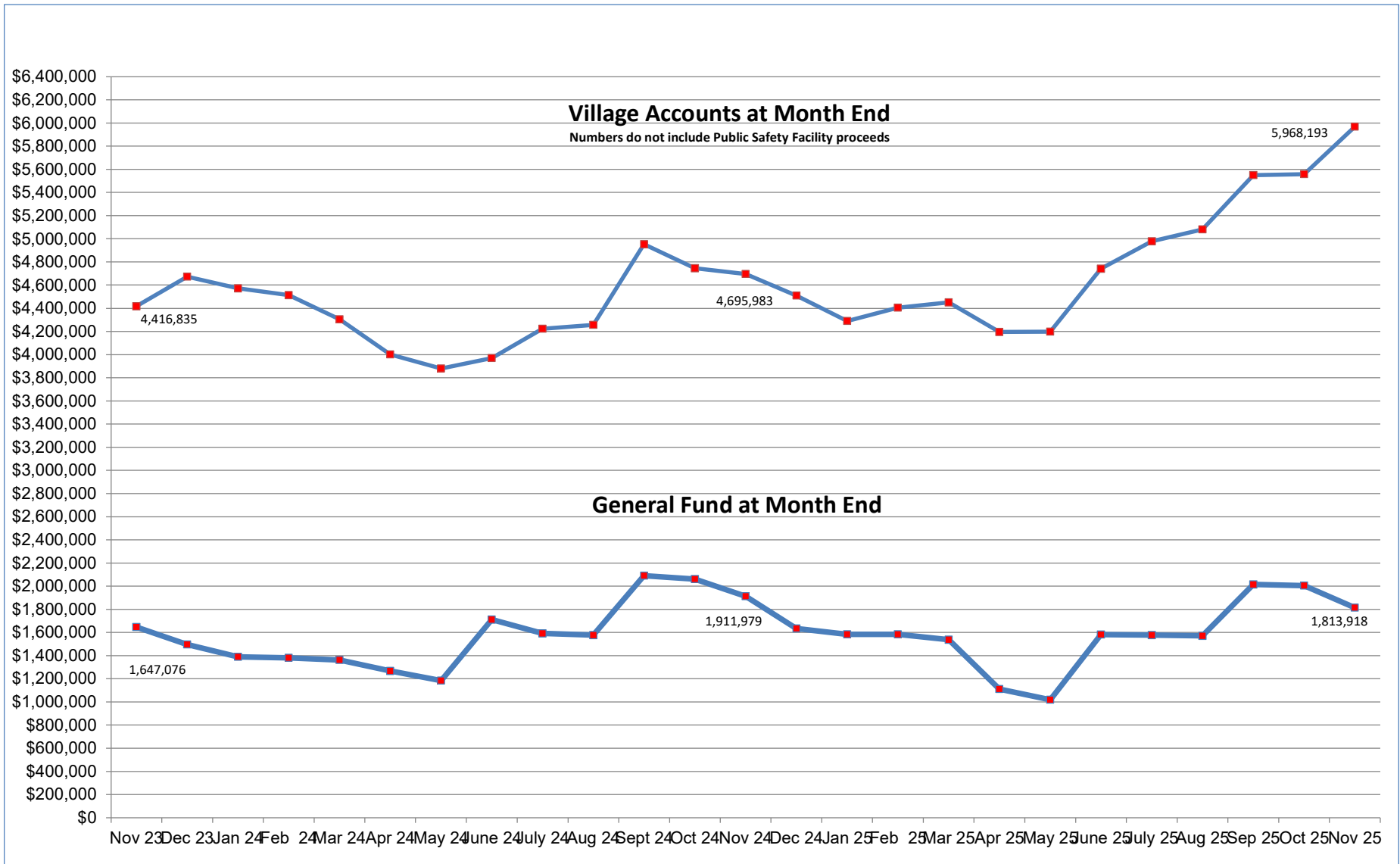
Charity Mitchell

Tom Johnson, Chair

Bob Heim, Secretary

**VILLAGE OF BEECHER  
ACCOUNT BALANCES**

<u>Account</u>	<u>11/30/2024</u>	<u>10/31/2025</u>	<u>11/30/2025</u>	<u>Change</u>
MFT	203,201.70	321,369.75	329,722.72	8,352.97
Refuse	49,337.42	53,973.41	46,232.95	(7,740.46)
Joint Fuel	4,163.77	21,522.61	22,082.42	559.81
W/S Debt	486,106.93	768,767.31	508,154.36	(260,612.95)
O&M	732,259.34	833,936.10	722,616.00	(111,320.10)
W/S Main Replace	371,923.80	448,568.38	582,216.02	133,647.64
W/S Capital	17,569.58	240,678.75	241,422.81	744.06
Central	65,752.65	79,657.86	89,727.35	10,069.49
Infrastructure	191,962.45	292,538.93	318,658.77	26,119.84
General Ck.	1,911,979.05	2,004,470.32	1,813,917.97	(190,552.35)
Bond Redemption	142,971.79	67,666.13	292,989.85	225,323.72
CapEquipSinkFund	31,038.52	128,511.93	128,909.23	397.30
T.I.F.	61,599.38	139,738.00	142,491.53	2,753.53
Police CESFA	48,963.31	113,030.60	113,380.03	349.43
Public Safety Facility	2,409,664.68	15,792.27	10,850.21	(4,942.06)
Penfield Street Project	129,160.71	134,202.92	134,617.81	414.89
<b>All Village Accounts</b>	<b>6,857,655.08</b>	<b>5,664,425.27</b>	<b>5,497,990.03</b>	<b>(166,435.24)</b>
<b>Commission &amp; Spec Accts</b>	<b><u>11/30/2024</u></b>	<b><u>10/31/2025</u></b>	<b><u>11/30/2025</u></b>	
4th July	140,402.75	139,501.57	139,552.46	50.89
Builders Escrow	19,172.16	253,658.29	253,742.31	84.02
Police Seizure	457.68	474.50	474.66	0.16
PD Asset Forfeiture	14,778.90	16,952.31	16,957.93	5.62
Youth Commission	11,261.56	6,339.87	6,341.97	2.10
Memorial Preservation	8,968.23	9,397.90	9,401.01	3.11
Nantucket Escrow	46,916.58	47,603.04	47,618.81	15.77
Newsletter	6,034.89	9,149.52	6,963.89	(2,185.63)
<b>Commission &amp; Spec Accts</b>	<b>247,992.75</b>	<b>483,077.00</b>	<b>481,053.04</b>	<b>(2,023.96)</b>
<b>All Total</b>	<b>7,105,647.83</b>	<b>6,147,502.27</b>	<b>5,979,043.07</b>	<b>(168,459.20)</b>



**Commission Bills / Non AP Payments**  
**11/01/25 - 11/30/25**

<u>Date</u>	<u>Account</u>	<u>Num</u>	<u>Description</u>	<u>Memo</u>	<u>Amount</u>
11/03/2025	Central	ACH	IPBC	Health Ins auto debit	(33,947.76)
11/05/2025	Central	38199	Brian Diachenko	trustee pay	(1,748.00)
11/05/2025	Central	38200	Erik Gardner	trustee pay	(1,847.00)
11/05/2025	Central	38201	Bob Heim	EMA pay	(1,428.49)
11/05/2025	Central	38202	John Hernandez	net pay	(2,247.92)
11/05/2025	Central	38203	Todd Kraus	trustee pay	(1,847.00)
11/05/2025	Central	38204	Marcella Meyer	President pay	(2,770.50)
11/05/2025	Central	38205	Dale Murray	EMA pay	(592.36)
11/05/2025	Central	38206	Karalyne Murray	EMA pay	(123.69)
11/05/2025	Central	38207	Sherry Murray	net pay	(341.00)
11/05/2025	Central	38208	Jessica Smith	trustee pay	(1,748.00)
11/05/2025	Central	38209	Roger Stacey	trustee pay	(1,847.00)
11/05/2025	Central	38210	Jeanine Storbeck	EMA pay	(522.67)
11/05/2025	Central	38211	Joseph Tieri	trustee pay	(1,748.00)
11/05/2025	Central	38212	Laura Voss	EMA pay	(23.93)
11/05/2025	Central	ACH	Net Pay	Net Pay payroll	(54,506.82)
11/07/2025	Central	ACH	Fed Payroll Taxes	Fed w/h, ss, med payroll	(26,040.97)
11/07/2025	Central	ACH	State Of Illinois	IL w/h tax payroll	(4,340.65)
11/07/2025	Central	ACH	IEPA / Amalgamated	L17-2448 payment	(201,438.61)
11/13/2025	Central	ACH	IMRF	Retirement contribution	(13,986.22)
11/19/2025	Central	38248	John Hernandez	net pay	(2,263.92)
11/19/2025	Central	ACH	Net Pay	Net Pay payroll	(58,199.67)
11/21/2025	Central	ACH	Fed Payroll Taxes	Fed w/h, ss, med payroll	(24,014.02)
11/21/2025	Central	ACH	State Of Illinois	IL w/h tax payroll	(4,022.27)
			<b>Central Total</b>		<b>(441,596.47)</b>
11/21/2025	General	24374	Treasurer Of The State Of Illinois	offender fund 527	(15.00)
11/21/2025	General	24375	Illinois State Police	offender registration fund	(30.00)
11/21/2025	General	24376	Illinois State Police	offender registration fund	(60.00)
11/21/2025	General	24377	Illinois State Police	offender registration fund	(30.00)
11/21/2025	General	24378	Illinois office of the Attorney General	offender training fund 0958	(90.00)
			<b>General Total</b>		<b>(225.00)</b>
11/17/2025	Joint Fuel	ACH	Heritage FS	Inv. 36000157	(4,252.41)
11/25/2025	Joint Fuel	ACH	Heritage FS	multiple invoices	(19,345.50)
			<b>Joint Fuel Total</b>		<b>(23,597.91)</b>
11/20/2025	MFT	ACH	First Community Bank	Penfield loan payment	(6,614.89)
			<b>MFT Total</b>		<b>(6,614.89)</b>
11/06/2025	Newsletter	1002	One Step	2025 fall newsletter	(2,187.94)
			<b>Newsletter Total</b>		<b>(2,187.94)</b>
11/05/2025	O & M	8424	Beecher Postmaster	november water bills	(691.24)
			<b>O &amp; M Total</b>		<b>(691.24)</b>
11/07/2025	Refuse	ACH	Star / A&J Disposal	refuse pick up	(35,188.06)
			<b>Refuse Total</b>		<b>(35,188.06)</b>
			<b>Grand Total</b>		<b>(510,101.51)</b>

## COMMUNITY BENEFIT AGREEMENT

This Community Benefit Agreement (“**Agreement**”) is entered into by and between the Village of Beecher, an Illinois municipal corporation (“**Village**”), and Sparrow Property Management, LLC, a Delaware limited liability company (“**Company**”). The signatories to this Agreement may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.” The effective date of the Agreement is the last date of execution as between the Parties (the “**Effective Date**”).

### RECITALS

WHEREAS, Company intends to construct, own and operate a commercial solar energy facility with a nameplate generating capacity of up to 260 MW (“**Project**”) and Project facilities, such as electric lines (“**Project Facilities**”), and a portion of the Project and Project Facilities will be located within 1.5 miles of the Village corporate limits.

WHEREAS, Company will require certain zoning and building approvals for those portions of the Project and Project Facilities outside the Village corporate limits from jurisdictions such as Will County. The Company will also require road use agreements with Monee, Crete, Will and Washington Townships.

WHEREAS, the Village will support the overall development and construction of the Project and Project Facilities and provide other good and valuable consideration. This support is anticipated to be ongoing during the operation phase of the Project and Project Facilities.

WHEREAS, the Village recognizes and reserves all rights and obligations, pursuant to any Village ordinances and the Illinois Municipal Code, to duly and fairly consider, modify, amend, approve or reject the Company’s request for subdivision approval, if necessary, for the Project and Project Facilities, and nothing in this Agreement is intended to modify, amend or predetermine the Village’s consideration or approval of that request.

WHEREAS, the Village acknowledges the many benefits of the Project and Project Facilities, including renewable energy, payments to participating property owners in the community, tax revenues to schools and other taxing districts that support the community including the Village, job growth and direct and indirect economic benefits of a significant financial investment in the area by the Project and Project Facilities.

WHEREAS, the Parties additionally recognize that, despite its anticipated benefits, the development of the Project and Project Facilities may also increase administrative burdens in the Village, including the Village’s oversight of the Project’s compliance with Village ordinances.

WHEREAS, in recognition of the Village’s support for Project and Project Facilities development efforts, if approved, and in recognition of the potential for increased administrative burdens that the Village may experience as a consequence of the Project and Project Facilities, and other good and valuable consideration, Company desires to additionally contribute to the

welfare and betterment of the Village community by providing funds to the Village for the purpose of supporting community development in the Village.

WHEREAS, pursuant to Article VII, Section 10 of the Constitution of the State of Illinois units of local government, such as the Village, may contract with private entities, such as Company, for any purpose not prohibited by law or ordinance.

NOW THEREFORE, it is agreed by and between the Parties as follows.

## AGREEMENT

1. **Recitals**. The recitals stated above are hereby incorporated into the body of this Agreement.

2. **Community Donation**. In accordance with Company's desire to contribute to the welfare and betterment of the Village and for the purpose of supporting community development in the Village, and to alleviate the Project's overall administrative burden to the Village, Company shall make the following Donation (as defined below):

- a. Company shall make a donation of One Hundred Thousand Dollars and no cents (\$100,000.00) (the "**Donation**") within thirty (30) days of the Commercial Operation Date of the Project. "**Commercial Operation Date**" or "**COD**" shall mean the occurrence of the commencement date for commercial operation of electricity production for sale by the Project to a third-party power purchaser, offtakers, merchant buyer, spot market buyer, or other third-party purchaser (and excluding the production of any "test" energy).
- b. The Donation shall be for the benefit and use of the Village for the development of a public safety project, park improvement project, and/or public works project (the "Village Project"), and any use of the Donation is restricted to this purpose. From time to time at Company's request, and upon completion of the Village Project, the Village shall provide Company with accounting from the Village confirming that the Donation has been used only for the Village Project. Company reserves the right to request a return of the Donation in the event the Village either (i) fails to provide an accounting of the use of the Donation within thirty (30) days of the Company's request, or (ii) the Village uses any portion of the Donation other than in furtherance of completion of the Village Project.
- c. The Parties acknowledge and agree that the payment of the Donation by Company to the Village in accordance with this Agreement is not intended to and does not, in any way, hinder the discretion of the Village to execute and deliver the Agreement and the Resolution (as defined below).

3. **Term.** This Agreement shall expire upon the earlier of the following occurrences (the “**Term**”):

- a. The twentieth (20<sup>th</sup>) anniversary of the COD.
- b. The decommissioning of the entire Project. Company shall provide notice in writing to the Village of commencement of decommissioning resulting in an expiration of the Term.
- c. If the COD has not occurred prior to the fifth (5<sup>th</sup>) anniversary of the Effective Date, this Agreement shall automatically terminate.

4. **No Guarantee of Project.** The decision to proceed with or terminate the development or operation of the Project rests solely with Company. By entering into this Agreement, Company in no way guarantees that Project development will proceed or that the Project will achieve a COD or that the Project will continue operations after achievement of the COD.

5. **Village Covenants.** If the Project is approved, then the Village shall continue to provide reasonable support for, and not object to, Company’s Project development, construction, replacement and maintenance efforts including without limitation providing documentation reasonably requested by Company for interested parties, including but not limited to Will County, Monee, Crete, Will and Washington Townships and other governmental entities, and investors and lenders in the Project, confirming the ongoing validity of any Village approvals identified in any resolution affecting the Project. The Village further acknowledges and agrees that it shall not use all or any portion of the Donation, whether directly or indirectly, to fund any litigation, appeals or other actions (including via third-parties or affiliates of the Village) that seek to oppose, frustrate, restrict, or challenge the development construction, operation or decommission of the Project. For greater certainty, the foregoing covenant does not in any way restrict the Village from participating in any Project related consultations. Further, the foregoing covenant does not in any way restrict the Village from exercising its authority (whether ministerial or discretionary) with regard to the Government Approvals.

The Village additionally agrees to adopt a resolution (“Resolution”) stating that it does not object to Will County granting a special use permit and any required variance to construct and operate the Project and Project Facilities within 1.5 miles of the Village’s corporate boundaries. The Village agrees to approve such resolution at least 15 calendar days prior to any hearing before the Will County Planning and Zoning Commission related to the Project and/or Project Facilities.

6. **Company Covenants.** The Company hereby covenants and agrees that the Company, nor any of its affiliates, will not petition, nor consent to an annexation of any real property that is owned by or under the control of the Company or any Company affiliates located south of Offner Road to the Village of Crete. The Company hereby further covenants and agrees that in the event that any of the real property owned by the Company, or owned by any Company affiliate, becomes adjacent to the municipal boundary of the Village of Beecher, the Company, and/or its affiliate, will petition for annexation, and take the necessary actions to complete the annexation into the Village of Beecher.

7. **Supervening Law.** Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this Agreement or that would cause one or all of the Parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement; provided, however, that the Parties shall exercise their best efforts to accommodate terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law.

8. **Negation of Partnership and Joint Venture.** Nothing contained in this Agreement shall constitute or be construed to be or to create a partnership or joint venture between the Parties. Each party hereto shall be solely responsible for carrying out the responsibilities assumed by it under this Agreement and no party shall be liable for the acts or omissions of the others in performing its responsibilities.

9. **Events of Default.** Each of the following shall constitute an “**Event of Default,**” which shall permit the non-defaulting Party, at its discretion, to terminate this Agreement and/or pursue such other remedies as are available to it at law or in equity:

- (a) any failure by Company to pay the Donation when due if the failure to pay continues for thirty (30) days after the Village delivers Notice of such failure to Company; and
- (b) any other material breach of this Agreement by Company or any breach of Sections 5, 12, or 18 of this Agreement by the Village, which continues for forty-five (45) days after (i) written notice of default from the non-defaulting Party or, (ii) if the cure will take longer than forty-five (45) days, the length of time necessary to effect such cure so long as the defaulting Party commences to cure within the forty-five (45) day period and continuously and diligently, using commercially reasonable efforts, pursues the cure to completion. Except that the Village’s failure to adopt the Resolution as required by Section 5 shall be deemed a default immediately.

10. **Specific Performance Available in Event of Default.** Upon the occurrence of a material breach of this Agreement by the Village, in addition to any other remedies available to Company in equity or under law, the Company shall be entitled to seek specific performance of this Agreement.

11. **Refund of the Donation in Event of Default.** Upon occurrence of an Event of Default caused by the Village, then, in addition to any other remedies available to Company in equity or under law, the Village shall, within forty-five (45) business days of Notice of such Event of Default from Company, refund to Company all of the Donation made pursuant to this Agreement.

12. **Waiver.** Waiver by any Party hereto of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any of the Parties.

13. **Foreign Corrupt Practices Act.** The Village acknowledges and agrees that Company and this Agreement are subject to compliance with anti-corruption legislation, including without limitation the Foreign Corrupt Practices Act, 15 U.S.C. § 78dd-1 et seq., the

Illinois Governmental Ethics Act, 5 ILCS 420/1-101 et seq. and the Illinois Lobbyist Registration Act, 25 ILCS 170 et seq. The Village covenants and agrees that in no event shall any portion of the Donation be allocated, used, or otherwise made available for the giving or offering of a loan, reward, advantage or direct or indirect personal or financial benefit or gain of any kind to any Government Official. For the purposes of this Section 12, the term “**Government Official**” means any director, executive, employee, elected/appointed official (and their agents) of any government department, ministry, agency, legislature, political party, tribunal, regulatory authority, candidate for political office or government-owned company.

14. **Notices.** Any notice (“**Notice**”) required or permitted to be given under the terms of this Agreement shall be reduced to writing and shall be regarded as given (a) on the day when personally delivered or delivered by facsimile or email or (b) on the day after being sent by Federal Express (or comparable overnight deliver services), all fees prepaid or (c) on the third day after being placed in the United States mail with first class and certified mail return receipt requested postage fully prepaid and addressed to the parties at the following respective addresses:

If to Company, as follows:

Sparrow Property Management, LLC  
c/o Earthrise Energy  
25400 S. Hartman Dr.  
Crete, IL 60417

with a copy to:

Sparrow Property Management, LLC  
c/o Earthrise Energy  
2311 Wilson Boulevard, Floor 3  
Arlington, VA 22201

If to Village of Beecher, as follows:

Village President  
Village of Beecher  
625 Dixie Hwy  
P.O. Box 1154  
Beecher, Illinois 60401

with a copy to:

Timothy R. Kuiper  
Austgen Kuiper Jasaitis P.C.  
130 N. Main St.  
Crown Point, Indiana 46307

15. **Headings.** The headings of the several paragraphs hereof are for convenience in reference only and shall not be construed to be a part of this Agreement.

16. **Amendment and Binding Effect.** This Agreement shall not be modified or amended except in writing signed by the Parties hereto.

17. **Severability.** Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

18. **Jurisdiction.** This Agreement shall be deemed to have been entered into in the State of Illinois, and all questions concerning the validity, interpretation, or performance of any of its terms or provisions or of any rights or obligation of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of Illinois. Any lawsuit arising from this Agreement shall be filed in the Circuit Court for the Twelfth Judicial Circuit in Will County, Illinois or in the United States District Court for the Northern District of Illinois.

19. **Assignment.** Company shall have the right at any time, without need for the Village's consent or approval, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis. Upon such assignment, Company shall be released from its obligations under this Agreement, which obligations shall thereafter be the obligation of the assignee. Company shall have the right at any time, without need for the Village's consent or approval, to mortgage or collaterally assign all or any part of its interest in the Agreement and its rights under the Agreement to any entity (a "**Lender**") without the consent or approval of the Village; provided, however, that Company shall provide Notice of its mortgage or collateral assignment to Village with contact information for the Lender. Any Lender will have no obligations under this Agreement until such time as it exercises its rights to acquire Company's interest subject to the lien of Lender's mortgage by foreclosure or otherwise or assumes the obligations of Company under this Agreement. So long as any mortgage with a Lender remains in effect, this Agreement shall not be modified, and the Village shall not accept a termination or release of this Agreement, without the prior written consent of all Lenders. The Village, upon providing Company any notice of default under this Agreement, shall at the same time provide a copy of such notice to each Lender. The Village shall accept any performance by or at the instigation of any such Lender as if the same had been done by Company (but no Lender shall have any obligation to remedy or cause the remedy of any default). All the terms, conditions, covenants and other provisions contained in this Agreement, including benefits and burdens, shall be binding upon the Village so long as the Village remains an incorporated municipality in the State of Illinois and shall inure to the benefit of and be enforceable by the Village and Company, and their respective heirs, successors and assigns.

20. **Opportunity for Legal Counsel and No Drafting Presumption.** Each Party acknowledges having (a) had the opportunity to obtain its own independent legal advice with respect to this Agreement and the transactions contemplated hereby, and (b) sought such legal advice to the fullest extent deemed necessary by each Party prior to its execution and delivery. There will be no presumption of resolution of any ambiguity in this Agreement in favor of either of the Parties. The execution, delivery and performance by the Parties of this Agreement has been duly authorized by all necessary action and there are no approvals, authorizations, consents, or other actions necessary to authorize either Party's execution and delivery of this Agreement.


21. **Counterparts; Facsimile and PDF Delivery.** This Agreement may be executed in one or more counterparts, each of which so executed shall be deemed to be an original and such

counterparts together shall constitute one and the same instrument. This Agreement may be delivered by facsimile or by PDF file and upon such delivery the facsimile or PDF signature shall have the same force and effect as an original signature.

*(Signature page to follow)*

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers under authority duly granted by their respective governing bodies, have caused this Agreement to be executed, which will be effective and binding upon the parties only as of the date that both parties have executed this Agreement.

**SPARROW PROPERTY MANAGEMENT, LLC, a Delaware limited liability company**

By:  \_\_\_\_\_ 18/12/2025  
Print: Robert Kalbouss \_\_\_\_\_ Date  
Title: Authorized Signatory \_\_\_\_\_

**VILLAGE OF BEECHER**

By: \_\_\_\_\_  
Marcy, Meyer, Village President Date

# MEMORANDUM

TO: VILLAGE PRESIDENT AND BOARD OF TRUSTEES

FROM: JANETT MCCAWLEY, VILLAGE CLERK

DATE: DECEMBER 19, 2025

SUBJECT: APPROVING & RELEASING EXECUTIVE SESSION MINUTES

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There is a need for the Village Board to approve executive session minutes and consider release of executive session minutes to the public.

The Open Meetings Act requires that the Village Board periodically review closed session minutes and decide which minutes can be released as a public record.

Separate motions should be made to approve or amend the closed session minutes and to approve a Resolution releasing minutes of any meetings that no longer require confidential treatment and should be made available for public inspection. Below are the required motions:

- 1. Motion to approve (or amend) executive session minutes as submitted.**
- 2. Motion adopting a Resolution releasing certain executive session minutes as approved by the Board in Executive Session.**

**RESOLUTION NO. 2025-\_\_\_\_\_**

**A RESOLUTION TO RELEASE CLOSED SESSION MINUTES**

WHEREAS, the Illinois Open Meetings Act requires all public bodies to keep written minutes of all of their meetings whether open or closed; and

WHEREAS, the Minutes of closed sessions are only to be available to the public after the public body determines that it is no longer necessary to protect that public interest or the privacy of an individual by keeping them confidential; and

WHEREAS, each six (6) months, the public body is to make this determination which can be made in closed session; and

WHEREAS, after having reviewed the minutes of all closed meetings, the Corporate Authorities have determined that, for some of them, the need for confidentiality still exists as to all or part of those minutes and as for others, the minutes or portions thereof no longer require confidential treatment and should be available for public inspection;

NOW, THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS, as follows:

SECTION 1: The Corporate Authorities find that, for the minutes or portions thereof, set forth as listed, it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential; and such minutes, which were previously approved in closed session, are to be hereby released. The minutes or portions thereof to be released are the following:

“SEE ATTACHED”

SECTION 2: This Resolution shall be in full force and effect immediately upon its passage.

ADOPTED THIS 22<sup>ND</sup> DAY OF DECEMBER, 2025.

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_ ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Village President

Attest: \_\_\_\_\_  
Village Clerk

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

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

**AN ORDINANCE PROVIDING FOR AN EMPLOYMENT AGREEMENT  
WITH THE TREASURER AND OFFICE MANAGER  
FROM DECEMBER 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 Treasurer as an appointed position and the position of Office Manager as an at-will position; and

**WHEREAS**, Janett McCawley, the current Office Manager and Village Clerk of the Village of Beecher, is retiring; and

**WHEREAS**, Donna Lippelt has been employed as the Village Treasurer since 2017 and Administrative Assistant of the Village of Beecher since 2013; and

**WHEREAS**, the Village Board of Trustees seeks to employ Donna Lippelt in the position of Treasurer and Office Manager; 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 Donna Lippelt as the Treasurer and Office Manager.

**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 Donna Lippelt as the Treasurer and Office Manager which is attached hereto and made a part of this Ordinance, which more clearly specifies the terms and conditions of the Treasurer's employment from December 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 22<sup>nd</sup> day of December, 2025.

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

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

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

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

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

**ATTEST:**

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