
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
David Weissbohn
Brian Diachenko

REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES
MONDAY, OCTOBER 28, 2024 AT 7:00 PM
BEECHER VILLAGE HALL
625 DIXIE HIGHWAY

AGENDA

- I. PLEDGE OF ALLEGIANCE***
- II. ROLL CALL***
- III. APPROVAL OF MINUTES OF THE PREVIOUS MEETING***
- IV. RECOGNITION OF AUDIENCE***
- V. VILLAGE CLERK'S REPORT***
- VI. VILLAGE PRESIDENT'S REPORT***
 1. PRESENTATION OF POLICE DEPARTMENT AWARDS.
 2. DISCUSS MEETING DATE FOR 1ST MEETING IN NOVEMBER.
 3. CONSIDER AN ORDINANCE AMENDING VILLAGE CODE SECTION 1-6-6 OF THE VILLAGE OF BEECHER. This amends the time of the regular meetings of the Village President and Board of Trustees to be held at 6:00 PM effective December 2024.
- VII. COMMITTEE REPORTS***
 - A. FINANCE AND ADMINISTRATION COMMITTEE - Todd Kraus, Chair and David Weissbohn***
 1. CONSIDER A MOTION APPROVING THE LIST OF BILLS AND PAYROLL.
 2. CONSIDER A MOTION ACCEPTING THE FY23-24 FINANCIAL AUDIT. The auditor will be in attendance to present the findings of the audit and answer any questions.
 - B. PUBLIC BUILDINGS AND PROPERTIES, PARKS AND RECREATION COMMITTEE - Brian Diachenko, Chair and Todd Kraus***
 1. UPDATE ON CHRISTMAS TREE LIGHTING.

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

1. CONSIDER DIRECTING THE VILLAGE ATTORNEY TO DRAFT AN ORDINANCE GRANTING A SPECIAL USE PERMIT IN A B-1 HISTORIC DOWNTOWN BUSINESS DISTRICT FOR A VAPE AND SMOKE SHOP AT 759 W INDIANA AVENUE. The PZC voted unanimously to recommend approval of the special use permit request with the conditions listed in the attached Findings of Fact.
2. DISCUSSION AND CONSIDERATION OF THIRD AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BEECHER AND SAFEbuilt ILLINOIS IN AN AMOUNT NOT TO EXCEED \$10,000. SAFEbuilt will provide assistance to staff with the adoption of and transition to new building codes.
3. THE NEXT PLANNING AND ZONING COMMISSION MEETING IS SCHEDULED FOR THURSDAY, DECEMBER 12, 2024 AT 7:00 PM.

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

1. CONSIDERATION AND APPROVAL TO ENTER INTO A COLLECTION SERVICES AGREEMENT WITH MUNICIPAL COLLECTIONS OF AMERICA, INC FOR COLLECTIONS SERVICES. This item was tabled at the last meeting for clarification on provisions of the collection services agreement and is back on the agenda for approval.

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

1. CONSIDER A MOTION DECLARING THE 2012 CUB CADET LAWN TRACTOR AS SURPLUS PROPERTY AND DONATING IT TO BEECHER REC. They will be keeping it at Welton Stedt/Jr. High to maintain the newly renovated fields.

**F. ECONOMIC DEVELOPMENT AND COMMUNITY RELATIONS COMMITTEE
- David Wiessbohn, Chair and Brian Diachenko**

1. VILLAGE NEWSLETTER WAS MAILED OUT LAST WEEK AND IS ALSO AVAILABLE ON THE VILLAGE WEBSITE.

G. OLD BUSINESS

H. ADJOURN TO EXECUTIVE SESSION if necessary.

I. NEW BUSINESS

J. ADJOURNMENT

**MINUTES OF THE REGULAR MEETING OF THE PRESIDENT
& BOARD OF TRUSTEES OF THE VILLAGE OF BEECHER
HELD AT THE BEECHER VILLAGE HALL,
625 DIXIE HIGHWAY, BEECHER, ILLINOIS
OCTOBER 15, 2024 -- 7:00 P.M.**

All present joined in the Pledge to the Flag.

President Meyer called the meeting to order.

ROLL CALL

PRESENT: President Meyer and Trustees Stacey, Tieri (arrived at 7:02 p.m.), Kraus, Gardner, Weissbohn and Diachenko.

ABSENT: None.

STAFF PRESENT: Administrator Charity Mitchell, Lieutenant Rick Emerson and Public Works Superintendent Matt Conner.

GUESTS: George Schuitema.

APPROVAL OF MINUTES

President Meyer asked for consideration of the minutes of the September 23, 2024 Board meeting. Trustee Kraus made a motion to approve the minutes as written. Trustee Gardner seconded.

AYES: (4) Trustees Kraus, Gardner, Diachenko and President Meyer.

NAYS: (0) None.

ABSENT: (1) Trustee Tieri (arrived at 7:02 p.m.)

ABSTAIN: (2) Trustees Stacey and Weissbohn.

Motion carried.

RECOGNITION OF AUDIENCE – None.

VILLAGE CLERK REPORT – None.

VILLAGE PRESIDENT REPORT

The Board discussed changing the regular time of Village Board meetings from 7 p.m. to 6 p.m. Trustee Kraus made a motion to change time of regular Board meetings from 7 p.m. to 6 p.m. on the second and fourth Mondays of each month. Trustee Gardner seconded.

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

NAYS: (0) None.

Motion carried.

REPORTS OF VILLAGE COMMISSIONS

There was nothing to report for the 4th of July Commission.

Trustee Weissbohn provided a Youth Commission update. Recent event was a Night on the Farm at Windmill Acres. Future events include a Tony's Pizza fundraiser, haunted house trip and trunk-or-treat. The next Youth Commission meeting is scheduled for November 19th.

Trustee Gardner provided a Historic Preservation Commission update. Next meeting will be held this Wednesday at 6 p.m. at the Depot.

FINANCE AND ADMINISTRATION COMMITTEE

Variance reports for the previous month were provided for review.

Trustee Kraus made a motion to approve payment of the list of bills in the amount of \$796,732.99 and payroll since the last meeting. Trustee Stacey seconded.

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

NAYS: (0) None.

Motion carried.

Trustee Kraus made a motion to approve the Treasurer's report as provided. Trustee Diachenko seconded.

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

NAYS: (0) None.

Motion carried.

PUBLIC BUILDINGS AND PROPERTIES, PARKS AND RECREATION COMMITTEE

Trustee Diachenko provided an update on the Christmas tree lighting event to be held on December 1st. The tree lighting committee met last week and they went over the parade route and park setup. There will be a Christmas tree decorating contest for houses throughout town and possibly businesses or buildings around Firemen's Park will be decorated. The next meeting is scheduled for October 23rd at 6 p.m.

PLANNING, BUILDING AND ZONING COMMITTEE

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

PUBLIC SAFETY COMMITTEE

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

Trick or Treat hours will be from 4-7 p.m. on Thursday, October 31st. Lions Club will have activities at Firemen's Park.

Action on an agreement with Municipal Collections of America was tabled at the request of the Clerk for further discussion. The agreement was recommended by Chief Lemming for the collection of uncollectible police fines but may affect other unpaid amounts with the Village.

The Board discussed the recommendation to adopt the 2021 International Fire Code with amendments. A list of recommended amendments was provided for review. Staff will need to check and see what current exclusions we have, check with SAFEbuilt for more direction and have the Committee meet and provide a recommendation to the Board.

PUBLIC WORKS COMMITTEE

The Public Works and Wastewater Treatment Plant monthly reports were provided in the packet for review.

RESOLUTION #2024-05 – A Resolution amending the rules and guidelines pertaining to the Public Works CESFA Fund. Trustee Stacey made a motion to adopt Resolution #2024-05. Trustee Gardner seconded.

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

NAYS: (0) None.

Motion carried.

Trustee Stacey made a motion to waive the formal bid process to purchase a 2025 Ford F150 from Terry's Ford and to purchase lighting and equipment from Chicago Communications in a total amount not to exceed \$54,000. Quotes were provided in the packet for review. Trustee Gardner seconded.

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

NAYS: (0) None.

Motion carried.

The Board discussed asphalt paving bids received. Wirkus Paving was the lowest bid. Trustee Stacey made a motion to approve awarding of bid to Wirkus Paving in the amount of \$8,606 for asphalt paving. Trustee Gardner seconded.

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

NAYS: (0) None.

Motion carried.

Trustee Stacey made a motion to authorize the purchase of a 2023 Imperial 83X22 18K trailer from Morris Trailer Sales in the amount of \$14,748. This purchase was approved as part of the fiscal year 2024/2025 budget. Trustee Gardner seconded.

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

NAYS: (0) None.

Motion carried.

Trustee Stacey made a motion to declare a 2009 John Deere lawn mower and 2010 Toro lawn mower as surplus property and set minimum bid price of \$250 per mower. Trustee Diachenko seconded.

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

Trustee Stacey made a motion to declare a 1994 ODB leaf machine as surplus property and set a minimum bid of \$500. Trustee Gardner seconded.

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

ECONOMIC DEVELOPMENT AND COMMUNITY RELATIONS COMMITTEE – None.

OLD BUSINESS – None.

NEW BUSINESS

Superintendent Conner reported that it was recently found that 13 service lines on empty lots had been leaking below grade in Prairie Crossings South. Water was draining directly into golf course pond so it wasn't previously found. Public Works is working to shut them all off. There have also been service line leaks in other newer subdivisions such as Nantucket Cove, Hunters Chase East, etc. Thirty services have already been shut off as numerous more may be leaking on the empty lots. This is most likely where most of our water loss is going as reflected in the pumped to billed ratio. Right now Public Works is just turning them off, but will need to determine in the future how to replace all of the services.

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 Stacey, Tieri, Kraus, Gardner, Weissbohn and Diachenko.
NAYS: (0) None.
Motion carried.

Meeting adjourned at 7:29 p.m.

Respectfully submitted by:

Charity Mitchell
Clerk Pro-Tem

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

ORDINANCE NO. _____

AN ORDINANCE AMENDING VILLAGE CODE SECTION 1-6-6 OF THE VILLAGE OF BEECHER, AND REPEALING ALL VILLAGE CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT THEREWITH.

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

SECTION ONE: That Section 1-6-6(A)(1), entitled "Rules of Order and Procedures," of Chapter 6, entitled "Board of Trustees," of Title 1, entitled "Administrative," of the Village Code of the Village of Beecher, be, and the same is hereby replaced to read and provide as follows, namely:

1-6-6: RULES OF ORDER AND PROCEDURES:

(A) Regular Board Meetings:

"1. The regular meetings of the Board of Trustees shall be held on the second and fourth Monday of each month at the hour of six o'clock (6:00) P.M. at the Beecher Village Hall, 625 Dixie Highway, Beecher, Illinois.

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. That this Ordinance shall be in effect as of December, 2024, 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 October, 2024.

Yeas: _____

Nays: _____

Abstain: _____

Present: _____

Marcy Meyer, Village President

Attest:

Janett McCawley, Village Clerk



Planning and Zoning Commission Meeting
Public Hearing for Special Use for Vape and Smoke Shop at 759 W. Indiana Avenue
October 24, 2024, 7:00 p.m.

The Planning and Zoning Commission voted unanimously in support of the proposed vape and smoke shop located at 759 W. Indiana Avenue in Beecher, IL. The establishment is currently in operation, having started operating as a video store and gradually transitioning into a vape and smoke shop.

Findings of Fact:

1. *The special use is deemed necessary for the public convenience at the location.*

There is one other vape shop recently approved in the Village. At the PZC workshop and the public hearing, there was testimony from Beecher residents as to the benefit of the store and the convenience of the location. There was no opposition present at either the workshop or the public hearing. In addition, the shop has been in operation for years without issue. The continued operation of the Vape and Smoke Shop at this location within Beecher is a benefit and convenience for Beecher residents.

2. *The proposed special use is so designed, located and proposed to be operated that the public health, safety and welfare will be protected.*

The Vape and Smoke Shop has been in operation for years but had originally started as a video store and gradually transitioned into the current use. The required special use permit was never granted. There have been no issues or negative impacts to surrounding properties resulting from the operation of the business.

3. *That such use will not cause substantial injury to the value of other property in the neighborhood in which it is located, and has been recommended by the Planning and Zoning Commission and approved by the President and the Board of Trustees, and conforms, except in the case of a planned development, to the applicable regulations of the district in which it is located.*

The subject property has been operating as a Vape and Smoke Shop without issue for a number of years. The business otherwise complies with all Beecher codes and ordinances. There were no objections from neighboring property owners or businesses relating to the continued operation of the Vape and Smoke Shop.

The proposed Vape and Smoke Shop currently does, and will continue to, comply with all Village codes and ordinances related to operating a commercial business within the Village of Beecher. The Planning and Zoning Commission recommends approval of requested special use subject to the following additional conditions for approval of the special use, which were agreed upon by the petitioner at the public hearing:

1. No one under the age of 21 permitted into the establishment unless accompanied by an adult over 21 years of age;
2. The establishment must maintain a video surveillance system, and allow such video surveillance system to be accessible upon request to law enforcement;
3. Minimum of 50% exposed glass on exterior windows for law enforcement;
4. There shall be no flashing string or rope lights - solid colors only. Neon lighting is permitted, but LED is not. Light levels of any signage, window or door dressing cannot exceed normal brightness of neon as determined by the Zoning Administrator;
5. A new sign shall be erected within a reasonable timeframe to replace the existing wall sign on the building, similar to the exhibit presented at the public hearing.

**THIRD AMENDMENT OF
PROFESSIONAL SERVICES AGREEMENT
BETWEEN VILLAGE OF BEECHER, ILLINOIS
AND SAFEbuilt ILLINOIS, LLC**

THIS THIRD AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT is made effective as of the date of the last signature below by and between Village of Beecher, Illinois (Municipality) and SAFEbuilt Illinois, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant). Municipality and Consultant shall be jointly referred to as the “Parties”.

RECITALS AND REPRESENTATIONS

WHEREAS, Parties entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on September 6, 2019; and

WHEREAS, on April 24, 2023, Parties instituted Amendment One to the Agreement to include Building Official and Fire Code Plan Review Services and update fee schedule; and

WHEREAS, on _____, Parties instituted Second Amendment with the purpose of including Planning & Zoning Consultation Services; and

WHEREAS, pursuant to Agreement, changes in Service levels and compensation for Services shall be made in writing and executed by both Parties; and

WHEREAS, Parties seek to further amend the Agreement to include updating the 2018-2021 code enforcement regulations not included in the original scope of services (Additional Services).

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. The above recitals are acknowledged as true and correct and are incorporated herein.
2. Agreement, Exhibit A, 1. List of Services, is hereby modified to include the following:

Code Updates

Code Transition Project Scope of Work

- Consultant will provide assistance with the adoption amending Village Codes and Ordinances
- Code Transition process will consist of a six (6) month process

Phase 1 – Review of Adopted Codes, Local Amendments, and Local Regulations

Identify and review current adopted Codes, as well as Local Amendments and selected Local Regulations.

- Task 1a: Identify and review current Codes, Local Amendments, and Local Regulations adopted by the Village. Identify possible additional codes and regulations that the Village may consider adopting.

MODEL CODES TO BE ADOPTED:	STATE OF ILLINOIS ADOPTED CODES
ICC International Building Code, 2021 Edition	Illinois Plumbing Code, Edition 2014, 77 Ill. Adm. Code 890
ICC International Existing Building Code, 2021 Edition	Illinois Energy Conservation Code, 2015 77 Ill. Adm. Code 600
ICC International Fire Code, 2021 Edition	Illinois Radon Resistant Construction Act (420 ILCS 52/15)
ICC International Mechanical Code, 2021 Edition	Illinois Accessibility Code 2019 (71 Ill. Admin. Code 400)
ICC International Fuel Gas Code, 2021 Edition	Illinois Environmental Barriers Act (410 ILCS 25)
ICC International Property Maintenance Code, 2021 Edition	Illinois Smoke Detector Act (425 ILCS 60/)
ICC International Residential Code, 2021 Edition	Illinois Carbon Monoxide Alarm Act (430 ILCS 135/)
ICC International Swimming Pool and Spa Code, 2021 Edition	Illinois Elevator Safety and Regulation Act (225 ILCS 312)
NFPA 101 - Life Safety Code	
NFPA 70 - National Electric Code, 2020 Edition	

- Task 1b: Compile data and facilitate a kick-off meeting with Village staff

Phase 2 – Ordinance Preparation

Preparation of documents for presentation, review, and eventual adoption by the Village Council, based on input and initial Village Council comments.

- ✓ Task 2a: Consult and coordinate with the Village Attorney to determine an acceptable format for Ordinance
 - ✓ Task 2b: Prepare draft Ordinance.
 - ✓ Task 2c: Submit draft Ordinance for a final review by the Village Attorney.
 - ✓ Task 2d: Attend Village hearings to assist with the presentation of the Ordinance.
3. Municipality shall compensate Consultant for Additional Services based on Exhibit A - Revised Fee Schedule hereby incorporated.
 4. All other conditions and terms of the original Agreement, First Amendment and Second Amendment not specifically amended herein, shall remain in full force and effect.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

SAFEbuilt ILLINOIS, LLC

VILLAGE OF BEECHER, ILLINOIS

By: Gary Amato

By: _____

Name: Gary Amato

Name: _____

Title: Chief Administrative Officer

Title: _____

Date: September 16, 2024

Date: _____

EXHIBIT A
REVISED FEE SCHEDULE

4. FEE SCHEDULE

- Municipality will promptly notify Consultant of any revisions or amendments to Municipal Fee Schedule.
- Municipality will periodically review its Municipal Fee Schedule and valuation tables and make adjustment to reflect increases in the cost incurred by Consultant in providing Services.
- Beginning January 01, 2025 and annually thereafter, hourly rates increase by three percent (3%).
- Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services • Building, Electrical, Mechanical, Plumbing	100% of Municipal fee as established by ordinance
Plan Review Services • Building, Electrical, Mechanical, Plumbing	100% of Municipal fee as established by ordinance
Fire Code Plan Review	\$125.00 per hour – one (1) hour minimum
Fire Code Inspection	\$125.00 per hour – one (1) hour minimum
Building Official Services	\$110.00 per hour – one (1) hour minimum
Re-Inspection Fee	\$75.00 per inspection
Zoning Services	\$95.00 per hour – one (1) hour minimum
Code Updates	\$150.00 per hour – Not to Exceed \$10,000.00
Hourly inspection time tracked will start when Consultant checks in at Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.	
Activities/Meetings Where No Permit Fee is Generated - As requested by Municipality	
Normal Business Hours – 8:00 am to 5:00 pm	\$65.00 per hour – one (1) hour minimum
Other Than Normal Business Hours	\$78.00 per hour – one (1) hour minimum
Time tracked includes roundtrip travel time between Consultant’s office and Municipality/inspection site.	

COLLECTION SERVICES AGREEMENT

Municipal Collections of America, Inc

This COLLECTION SERVICES AGREEMENT, is established on this ___ day of _____, 2024 by and between Municipal Collections of America, Inc, (MCOA) an Illinois corporation, and the Village of Beecher, an Illinois Municipal Corporation (hereinafter referred to as THE VILLAGE).

WHEREAS, MCOA is a duly licensed collection agency in the State of Illinois, and;

WHEREAS, MCOA possesses the personnel, experience, expertise, and equipment to effectively aid THE VILLAGE in collecting the said fines through an effective collection process and;

WHEREAS, THE VILLAGE may wish to list certain other debts with MCOA for collection from time to time and MCOA may wish to accept such claims for collection. MCOA retains the right to reject any debt submitted for collection and will provide explanation for such action if taken.

MCOA and THE VILLAGE do hereby agree as follows:

ARTICLE I

THE VILLAGE agrees that any debts and/or fines listed for collection with MCOA will be collected and administered pursuant to the terms and conditions within this Agreement.

All municipal debts and fines listed for collection will be forwarded to MCOA, using the forms and procedures designated by MCOA.

Upon request of MCOA, THE VILLAGE will provide certified copies of any documentation deemed necessary for use by MCOA in its collection efforts in a timely manner.

MCOA will acknowledge receipt of any violations listed for collection within five days thereof.

ARTICLE II

MCOA agrees to use its best efforts and any lawful means which in its judgment and discretion it believes will result in the collection of the debts/fines which are listed for collections.

ARTICLE III

No fees will be payable to MCOA unless money is collected, at which time MCOA will be paid as follows:

If THE VILLAGE has added a 35% Cost of Collection Fee at delinquency per 65 ILCS 5/1-2-1; MCOA's fee shall be 25.92% of any payment received.

Any debts that are determined to not be eligible for adding-on the Cost of Collection under 65 ILCS 5/1-2-1 will be recovered with MCOA receiving 25% of the proceeds upon recovery.

MCOA's performance of the Local Debt Recovery Program (IDROP) on behalf of THE VILLAGE shall be performed at no additional cost beyond the standard commission detailed above.

ARTICLE IV

Upon THE VILLAGE'S listing of the violation for collection, MCOA shall have the exclusive right to collect the amounts owed there under until such time as it determines the debt is uncollectable or THE VILLAGE requests return of the violation to THE VILLAGE. Any inquiries concerning any debt listed for collections, including attempts to make payment, shall be referred at the earliest possible time to MCOA.

MCOA will deposit any money collected in THE VILLAGE'S separate bank trust account established for that purpose.

After deduction of the fees allowable by this Agreement, MCOA will forward to THE VILLAGE, its share of any amounts collected. Remittance to the VILLAGE will be made by the 15th of the month for any amounts collected by the last day of the preceding month.

In the event that any funds are paid to THE VILLAGE for violations which have been listed for collection, THE VILLAGE will report such collections to MCOA daily for accounting under this Article.

ARTICLE V

THE VILLAGE hereby authorizes MCOA to accept a negotiated settlement on any violations listed for collection. However, unless otherwise authorized by the VILLAGE, any such settlements shall be no less than 100% of the available balance.

Should THE VILLAGE make any settlement or otherwise takes any action in derogation of MCOA's exclusive right to collect on any violation listed for collection, then MCOA shall be entitled to payment in full, as delineated in Article III hereof, based on the full amount of the violation, as listed. Any such payments which may become due may be deducted from the VILLAGE'S next monthly payment from MCOA.

ARTICLE VI

MCOA agrees to defend, indemnify and hold THE VILLAGE harmless against any and all liability, costs and expenses including attorney fees, occasioned by claims or suits for loss or damages arising out of the acts of the agents, servants or employees of MCOA during the term of this Agreement. MCOA shall defend, indemnify, and hold THE VILLAGE harmless from any claim or action arising out of MCOA's performance or non-performance of its obligations under this agreement, including but not limited to any violation of the Fair Debt Collection Practice Act, any law dealing with the credit rating of any individual, and other applicable laws arising out of the acts or omissions of MCOA or its agents or employees. Conversely, THE VILLAGE agrees to defend, indemnify and hold MCOA harmless against any and all liability, costs and expenses including attorney fees, occasioned by the claims or suits for loss or damages arising out of the acts of THE VILLAGE, its servants or employees.

Further, the VILLAGE warrants and represents to MCOA that any debt listed for collection will be a legal and valid debt owed to the VILLAGE; and in addition to the indemnities listed above, the VILLAGE agrees to defend, indemnify, and hold MCOA harmless against any and all liability, costs, and expenses including attorneys' fees occasioned by claims or suits under the Federal "Fair Debt Collection Practices Act", due to the breach of these warranties and representations.

ARTICLE VII

This Agreement is for a period of 24-months from the date first above written, however, it shall continue under the same terms and conditions for additional one-year periods until termination by either party, by notice given in writing to the other party, at least sixty days prior to termination.

However, in the event of termination of the Agreement by either party, THE VILLAGE shall have the option of requesting MCOA to continue any outstanding collection efforts on debts until the debt is either paid or determined to be uncollectible under the same terms of this Agreement.

ARTICLE VIII

At least once per year, MCOA will return to THE VILLAGE any violations it determines, in its sole judgment and discretion, to be uncollectible.

ARTICLE IX

Any notices to be given pursuant to this Agreement shall be deemed as served when placed in the United States Mail, with postage prepaid, sent by certified mail, return receipt requested; to the address designated, in writing, by either party. Until such time as a different address is designated notices shall be sent as follows:

If to MCOA, Municipal Collections of America, Inc.
3348 Ridge Road
Lansing, Illinois 60438

If to THE VILLAGE, Village of Beecher
625 Dixie Highway
PO Box 1154
Beecher, IL 60401

ARTICLE X

This Agreement contains the entire agreement between the parties hereto and supersedes any prior agreements or understandings between the parties. This agreement may only be altered or modified by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement of the date first above written.

Municipal Collections of America, Inc.

BY: _____

TITLE: _____

THE VILLAGE

BY: _____

TITLE: _____

DATE: _____

