AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, ILLINOIS
6:30 P.M.
TUESDAY, OCOTBER 18, 2022
VILLAGE HALL, 301 SOUTH ROUTE 51, FORSYTH, ILLINOIS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA: Items listed under the Consent Agenda are considered to be routine in nature and will be acted upon by one motion and one vote. If separate action on any particular item is desired, the item will be removed from the Consent Agenda and will be considered separately.

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF OCTOBER 4, 2022
2. APPROVAL OF WARRANTS
3. APPROVAL OF TREASURER'S REPORT FOR THE MONTH OF SEPTEMBER 30, 2022

PUBLIC COMMENT: At this time, the public has the opportunity to express views or make comments to the Mayor and Board of Trustees on agenda items or any other Village issue. Comments must be limited to not more than three (3) minutes.

ADMINISTRATION REPORTS
1. LAW ENFORCEMENT REPORT
2. VILLAGE STAFF REPORTS

OLD BUSINESS
1. ORDINANCE NUMBER 2022-27 AN ORDINANCE APPROVING A MASTER AGREEMENT TO PROVIDE SERVICES TO AN AGGREGATED GROUP BETWEEN THE VILLAGE OF FORSYTH, ILLINOIS AND ENERGY HARBOR LLC (VILLAGE ATTORNEY GREG MOREDOCK)
2. DISCUSSION AND POTENTIAL ACTION REGARDING ALL ENGINEERING REQUESTS FOR QUOTES (VILLAGE ATTORNEY GREG MOREDOCK)
3. DISCUSSION AND POTENTIAL ACTION REGARDING THE MOON STREET SIDEWALK IMPROVEMENT PROJECT (SRTS GRANT) (VILLAGE ENGINEER JEREMY BUENING)
4. DISCUSSION AND POTENTIAL ACTION REGARDING THE BARNETT AVENUE RECONSTRUCTION PROJECT (VILLAGE ENGINEER JEREMY BUENING)
5. DISCUSSION AND POTENTIAL ACTION REGARDING THE FORSYTH FAMILY SPORTS & NATURE PARK PROJECT (VILLAGE ENGINEER JEREMY BUENING)
6. DISCUSSION AND POTENTIAL ACTION REGARDING STRATEGIC PLAN UPDATE (VILLAGE ADMINISTRATOR JILL APPLEBEE)
7. DISCUSSION AND POTENTIAL ACTION REGARDING 2023 BUDGET SIGN UP (VILLGE ADMINISTRATOR JILL APPLEBEE)

NEW BUSINESS

CLOSED SESSION: Potential topics include, but are not limited to:

5 ILCS 120/2(c)(5): The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.
5 ILCS 120/2(c)(6): The setting of a price for sale or lease of property owned by the public body.
5 ILCS 120/2(c)(11): Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is

probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

5 ILCS 120/2(c)(21): Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSION

ADJOURNMENT

CONSENT AGENDA

ITEM 1

VILLAGE OF FORSYTH
PRIDE & PROGRESS

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, ILLINOIS, HELD AT 6:30 P.M. ON TUESDAY, OCTOBER 4, 2022 AT FORSYTH VILLAGE HALL

CALL TO ORDER

Mayor Jim Peck called the meeting to order at 6:30 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

Upon a call of the roll, the following members were physically present: Mayor Jim Peck, Trustee Marilyn Johnson, Trustee Lauren Young, Trustee Bob Gruenewald, Trustee Dave Wendt, Trustee Jeremy Shaw

Absent: Trustee Jeff London

Staff Present:
Village Administrator Jill Applebee, Village Clerk Cheryl Marty, Village Attorney Greg Moredock, Public Works Director Darin Fowler, Village Treasurer Rhonda Stewart, Library Director Steven Ward, Village Engineer Jeremy Buening

Others Present: Stephanie Brown of Chastain & Associates, Stephanie Rankin, Chad Krekel, Gavin Krekel, Bruce Washburn, Andrew Weatherford

CONSENT AGENDA

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF SEPTEMBER 20, 2022
2. APPROVAL OF WARRANTS
3. APPROVAL OF MOTOR FUEL TAX COMPLIANCE REVIEW FOR JAN. 1 – DEC. 31, 2021

MOTION

Trustee Wendt made a Motion to approve the Consent Agenda as presented and Trustee Johnson seconded the Motion.

Upon a call of the roll, the vote was as follows:

Yeas: 5 – Johnson, Young, Gruenewald, Wendt, Shaw
Nays: 1 – London
Absent: 0 – None

Motion declared carried.

PUBLIC COMMENT: At this time, the public has the opportunity to express views or make comments to the Mayor and Board of Trustees on agenda items or any other Village issue. Comments must be limited to not more than three (3) minutes.

Andrew Weatherford, a Forsyth resident, introduced himself and is a candidate running for Macon County Circuit Judge. He enjoys living in the Village of Forsyth and offered himself as a resource to the Village for any needs they may have.

ADMINISTRATION REPORTS

1. Law Enforcement Report
   Sheriff Deputy Helfer had very little report.

2. Village Staff Reports
   Trustee Gruenewald gave a report on the disk golf tournament stating that the event was very successful. He explained how the purse is determine for both professionals and amateurs and felt that increasing the purse would attract more participants that would in turn dine in our restaurants and stay in our hotels.

   Library Director Steven Ward replied to Trustee Shaw that Marissa White is leaving their staff for a Decatur school library position.

   Trustee Shaw asked Public Works Director Fowler about an easement where residents have set up an unofficial gun club area. A gate has been installed to deter people from going onto the property and the Sheriff's deputies are keeping an eye on it.

OLD BUSINESS

1. ORDINANCE NUMBER 2022-26 AN ORDINANCE AMENDING THE VILLAGE DEVELOPMENT CODE TO ALLOW SOLAR PANELS SUBJECT TO REGULATIONS (VILLAGE ATTORNEY GREG MOREDOCK)

   Village Attorney Greg Moredock explained that this is a revision of the previously presented ordinance that includes improved language. A short discussion was held.

   MOTION

   Trustee Wendt made a Motion to approve the Ordinance as presented and Trustee Young seconded the Motion.

   Upon a call of the roll, the vote was as follows:

Yeas: 5 – Johnson, Young, Gruenewald, Wendt, Shaw
Nays: 0 – None
Absent: 1 – London

Motion declared carried.

2. RESOLUTION NUMBER 12-2022 A RESOLUTION APPROVING THE RELEASE OF CERTAIN CLOSED SESSION MEETING MINUTES (VILLAGE ATTORNEY GREG MOREDOCK)

   Village Attorney Greg Moredock summarized the resolution details and are to support certain approved closed session minutes per his prior recommendation.

   MOTION

   Trustee Gruenewald made a Motion to approve the Resolution as presented and Trustee Johnson seconded the Motion.

   Upon a call of the roll, the vote was as follows:

   Yeas: 5 – Johnson, Young, Gruenewald, Wendt, Shaw
   Nays: 0 – None
   Absent: 1 – London

   Motion declared carried.

3. DISCUSSION AND POTENTIAL ACTION REGARDING INFORMATION FOR ECONOMIC INCENTIVE PLANS (VILLAGE ADMINISTRATOR JILL APPLEBEE)

   Administrator Jill Applebee explained her research results of surrounding communities and their handling of economic incentive plans. All were very different and very customizable and most entities usually addressed each request in a case-by-case basis. She confirmed that the Village is in the Macon County enterprise zone and recommended that our $25,000 grant is appropriate at this time. A brief discussion followed.

   No motion needed.

4. DISCUSSION AND POTENTIAL ACTION REGARDING KREKELS INCENTIVE LOAN AGREEMENT (VILLAGE ADMINISTRATOR JILL APPLEBEE)

   Administrator Jill Applebee described the $81,000 loan details and stated that $25,000 is available through the other existing grant and that $25,000 can be matched by TIF Illinois.

Chad Krekel said the building is in very good condition and confirmed that a total of $131,000 will sufficiently cover his needs. Administrator Applebee recommends giving a loan of $81,000 at 1% and taking the money from the Village's economic development fund. General discussion ensued regarding the loan details, payment schedule, impact of a potential early payoff, etc. Village Attorney Moredock agreed to revise the loan wording as discussed.

MOTION

Trustee Wendt made a Motion to approve the loan agreement for $81,000 with the couple of corrections that were referenced being that the 5% be changed to 1% and the additional sentence Attorney Moredock described be added to Section B and Trustee Young seconded the Motion.

Upon a call of the roll, the vote was as follows:

Yeas: 5 – Johnson, Young, Gruenewald, Wendt, Shaw
Nays: 0 – None
Absent: 1 – London

Motion declared carried.

5. DISCUSSION AND POTENTIAL ACTION REGARDING CHANGE ORDER #1 TO DUNN COMPANY FOR THE 2022 ASPHALT REHABILITATION PROJECT (VILLAGE ENGINEER JEREMY BUENING)

Village Engineer Jeremy Buening explained the change order details. These changes will reduce the total cost by $42,201.37. A short discussion ensued.

MOTION

Trustee Gruenewald made a Motion to approve the change order as presented and Trustee Johnson seconded the Motion.

Upon a call of the roll, the vote was as follows:

Yeas: 5 – Johnson, Young, Gruenewald, Wendt, Shaw
Nays: 0 – None
Absent: 1 – London

Motion declared carried.

6. DISCUSSION AND POTENTIAL ACTION REGARDING CHANGE ORDER #1 TO

DUNN COMPANY FOR THE GREENBRIER REHABILITATION PROJECT (VILLAGE ENGINEER JEREMY BUENING)

Village Engineer Jeremy Buening explained the change order details. These changes will reduce the total cost by $67,004.63. A short discussion ensued.

MOTION

Trustee Wendt made a Motion to approve the change order as presented and Trustee Gruenewald seconded the Motion.

Upon a call of the roll, the vote was as follows:

Yeas: 5 – Johnson, Young, Gruenewald, Wendt, Shaw
Nays: 0 – None
Absent: 1 – London

Motion declared carried.

7. DISCUSSION AND POTENTIAL ACTION REGARDING THE EASTSIDE BIKE PATH MAINTENANCE PROJECT BIDS (VILLAGE ENGINEER JEREMY BUENING)

Village Engineer Jeremy Buening explained the repair details for patching and crack repair. The engineer's estimate was $140,00 but the bid from Dunn Company came in at $93,800. Public Works Director Fowler recommended waiting until spring to do the repairs then do an overlay. General discussion was held and all agreed that Village Engineer Buening will go back to Dunn Company and ask for a re-bid for spring work.

No motion needed.

8. DISCUSSION AND POTENTIAL ACTION REGARDING THE VETERANS POND REPAIR PROJECT BIDDING (VILLAGE ENGINEER JEREMY BUENING)

Village Engineer Jeremy Buening explained that no bids were received. When to rebid is the question, and an early spring bid would be doable. Engineer Buening thinks Entler and Hutchins might bid on this and recommends putting the bid process out in early spring in anticipation of June, July or August to actually do the work. General discussion ensued and all agreed to proceed in this fashion.

No motion needed.

9. DISCUSSION AND POTENTIAL ACTION REGARDING THE IDOT IMPROVEMENTS TO U.S. 51 (VILLAGE ENGINEER JEREMY BUENING)

Village Engineer Jeremy Buening reported that IDOT has provided a very rough set of preliminary plans for the rehabilitation of US 51 through the Village of Forsyth. During a general discussion of the Village participating in the construction of this project, IDOT outlined four (4) items of consideration:

1. Add a cross walk and sidewalk ramps on the north side of Barnett.
2. Upgrading the pedestrian crossing at Cox St. to a full bike path width.
3. Increasing the resurfacing work down the intersecting sideroads through town.
4. Upgrading the medians to a more decorative/aesthetic look.

Lengthy discussion followed on each of these items. All Trustees were interested in learning the cost for color concrete and stamping. All agreed that Village Engineer Buening will organize a meeting with IDOT, Village officials, Macon County officials and Chastain & Associates to discuss the entire US 51 corridor in Forsyth.

No motion needed.

10. DISCUSSION AND POTENTIAL ACTION REGARDING THE GRAYHAWK TEST PATCHING (VILLAGE ENGINEER JEREMY BUENING)

Village Engineer Jeremy Buening explained the details of the patching work to be done in the Grayhawk subdivision. A lengthy discussion followed with the possibility of selecting the possibly 10-25 worst dips to repair now and delay the full repair for another five (5) years. The right ordinances are in place now to prevent creating new roads in the future that won't live up their full life expectancy. Previously these ordinances were not in place. Public Works Director Fowler suggested also fixing the curbs and gutters associated with these 10-25 dips. The Board agreed with this approach.

No motion needed.

11. DISCUSSION AND POTENTIAL ACTION REGARDING BIDDING FOR WELL #7 (VILLAGE ENGINEER JEREMY BUENING)

Village Engineer Buening said we finally received approval to pursue the fittings. However, the timeline is challenging so Chastain & Associate has serious concerns. Chastain & Associate is at the mercy of State requirements. He suggested to break out the well drilling from the main project so it removes the 30-day IEPA timeline that is challenging to meet. Discussion ensued by the Board regarding the option to leave it as one project and pay for it outright and not pursue the IEPA loan. Ultimately the Board chose to leave it as one project and not do a loan which provides control of the entire project timeline.

No motion needed.

12. DISCUSSION AND POTENTIAL ACTION REGARDING PE II CONSTRUCTION PLAN PREPARATION AND LAND ACQUISITION SERVICES FOR THE MAROA-FORSYTH GRADE SCHOOL BIKE PATH PROJECT (VILLAGE ENGINEER JEREMY BUENING)

Village Engineer Buening explained the two (2) contract details for the Maroa-Forsyth grade school bike path project. He recommended approval of both contracts. General discussion ensued.

MOTION

Trustee Wendt made a Motion to approve the two (2) contracts as presented and Trustee Gruenewald seconded the Motion.

Upon a call of the roll, the vote was as follows:

Yeas:	5 – Johnson, Young, Gruenewald, Wendt, Shaw
Nays:	0 – None
Absent:	1 – London

Motion declared carried.

13. DISCUSSION AND POTENTIAL ACTION REGARDING SHADOW RIDGE TRAIL LIGHTING AGENDA (PUBLIC WORKS DIRECTOR DARIN FOWLER)

Public Works Director Fowler explained details of the lighting agenda for Shadow Ridge trail. He received one bid which was from Closs Electric for $24,911.00 who committed to getting it done this year as soon as materials are received. Public Works Director Fowler recommended approval of the bid. A short discussion ensued.

MOTION

Trustee Shaw made a Motion to approve the bid as presented and Trustee Young seconded the Motion.

Upon a call of the roll, the vote was as follows:

Yeas:	5 – Johnson, Young, Gruenewald, Wendt, Shaw
Nays:	0 – None

Absent: 1 – London

Motion declared carried.

14. DISCUSSION AND POTENTIAL ACTION REGARDING HUNDLEY ROAD TRAIL LIGHTING AGENDA (PUBLIC WORKS DIRECTOR DARIN FOWLER)

    Public Works Director Fowler explained the lighting agenda for the Hundley Road trail. He recommended approval of the bid from Closs Electric for $15,877.00.

    MOTION

    Trustee Shaw made a Motion to approve the bid as presented and Trustee Wendt seconded the Motion.

    Upon a call of the roll, the vote was as follows:

    Yeas: 5– Johnson, Young, Gruenewald, Wendt, Shaw
    Nays: 0 – None
    Absent: 1 – London

    Motion declared carried.

NEW BUSINESS

1. DISCUSSION AND POTENTIAL ACTION REGARDING 2023 BUDGET PLAN AND DATES (VILLAGE ADMINISTRATOR JILL APPLEBEE)

   Administrator Jill Applebee described an alternative group approach to determining the 2023 budget. The point is not to exclude conversations during the Board meeting but to include a more educational approach. The groups will meet the week of Oct. 24-28. The first draft will be proposed at the November 15 Board meeting. Revisions will then be made and the 2nd draft will be proposed at the December 6 Board meeting.

   No motion needed.

2. DISCUSSION AND POTENTIAL ACTION REGARDING TAX LEVY (VILLAGE ADMINISTRATOR JILL APPLEBEE)

   Village Administrator Applebee introduced the details of the tax levy including dates to set and pass the levy along with deadline dates. Village Treasurer Rhonda Stewart explained the total assessed value, the last increase that occurred in 2011 and the proposed new tax levy details. Staff has no recommendation but only requested Board discussion. General discussion ensued. All agreed to not increase the tax levy due to an already high fund balance.

MOTION

Trustee Gruenewald made a Motion to set the levy for 2022 at 0% increase and for the amount of $437,369 and Trustee Johnson seconded the Motion.

Upon a call of the roll, the vote was as follows:

Yeas:	5 – Johnson, Young, Gruenewald, Wendt, Shaw
Nays:	0 – None
Absent:	1 – London

Motion declared carried.

3. DISCUSSION AND POTENTIAL ACTION REGARDING PAY FOR VILLAGE BOARD MEMBERS (VILLAGE ADMINISTRATOR JILL APPLEBEE)

Administrator Jill Applebee explained the spreadsheet of past historical numbers and increases for Village Board members and asked for conversation on this topic. Trustee Gruenewald felt there was no reason to change it and all other Board members agreed.

No motion needed.

4. DISCUSSION AND POTENTIAL ACTION REGARDING AGGREGATION (VILLAGE ADMINISTRATOR JILL APPLEBEE)

Administrator Jill Applebee explained the energy aggregation concept and also explained the set prices by Ameren compared to Good Energy's prices. Ameren is a fluctuating rate and Good Energy is a non-fluctuating rate. Village Attorney Greg Moredock will develop a resolution stating that the Mayor can accept the bid, and this can be formally accepted at the next Board meeting.

No motion needed.

Next, Village Attorney Greg Moredock spoke to the Board regarding his resignation in mid-November. There is a transition plan in place with Lisa Petrelli who is his senior at Sorling. He thanked the Board for allowing him to serve and said it has been a true pleasure to be involved with the Village of Forsyth and will miss the Board members and Village staff.

CLOSED SESSION: Potential topics include, but are not limited to:

5 ILCS 120/2(c)(5): The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.
5 ILCS 120/2(c)(6): The setting of a price for sale or lease of property owned by the public body.
5 ILCS 120/2(c)(11): Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.
5 ILCS 120/2(c)(21): Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSION

MOTION

Trustee Wendt made a Motion to approve the closed minutes of September 20, 2022, and Trustee Young seconded the Motion.

Upon a call of the roll, the vote was as follows:

Yeas: 5 – Wendt, Johnson, Young, Shaw, Gruenewald
Nays: 0 – None
Absent: 1 – London

Motion declared carried.

ADJOURNMENT

Trustee Wendt made the Motion to adjourn and Trustee Gruenewald seconded the Motion. All Board members agreed by voice vote, and the meeting was adjourned at 9:05 P.M.

By: Cheryl Marty
Village Clerk

CONSENT AGENDA

ITEM 2

PAYABLE TO / INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 ANNETTE GILSON			60.00	
93022	01-52-929	YOGA IN THE PARK SEPT '22		60.00
01 JEFFERY ANDERSON			2100.00	
5613	01-52-617	GROUND MAINT SUPPLIES		2100.00
01 ARCHITECTURAL EXPRESSIONS, LLP			610.00	
00001-5	01-41-549	DESIGN FOR NEW MAINT BLDG		610.00
01 BABY TALK, INC.			320.00	
BT 092022 008	01-53-913	BABY TALK TIMES FOR SEPT '22		320.00
01 BAYSCAN TECHNOLOGIES, LLC			174.00	
72486	01-53-651	OFFICE SUPPLIES		174.00
01 BEST ONE OF CENTRAL IL			186.70	
388810	01-52-512	EQUIP MAINT SERVICE		165.70
388891	01-52-512	EQUIP MAINT SERVICE		21.00
01 CARDMEMBER SERVICE			1772.83	
101422	01-11-537	IT SERVICE-GOOGLE		281.79
101422	01-53-913	PROGRAMMING		169.98
101422	01-41-929	MISC EXP		89.59
101422	01-53-560	PROF DEVELOPMENT		150.00
101422	16-00-911-5	GIFT CARD FOR DISC GOLF COORDINATOR		150.00
101422	01-11-929	MISC EXP		1.09
101422	01-41-549	INDEED AD'S FOR PW EMPLOYMENT		612.00
101422	01-10-929	FLOWERS FOR L SUMMERS SISTER		58.38
101422	01-10-917	T-SHIRTS FOR FARMERS MARKET		260.00
01 BLACK & COMPANY #06			302.06	
06530840	01-41-652	OP SUPPLIES		302.06
01 BLACKSTONE AUDIO, INC			42.95	
2065577	01-53-681	AUDIO VISUAL		42.95
01 HEALTH CARE SERVICE CORPORATIO			17682.22	
101422	01-11-451	HEALTH INS FOR NOV '22		680.20
101422	01-11-451	HEALTH INS FOR NOV '22		1190.35
101422	01-11-451	HEALTH INS FOR NOV '22		680.20
101422	01-11-451	HEALTH INS FOR NOV '22		899.81
101422	01-11-451	HEALTH INS FOR NOV '22		680.20
101422	01-52-451	HEALTH INS FOR NOV '22		1190.35
101422	01-52-451	HEALTH INS FOR NOV '22		2148.30
101422	01-53-451	HEALTH INS FOR NOV '22		1190.35
101422	01-53-451	HEALTH INS FOR NOV '22		899.81
101422	01-53-451	HEALTH INS FOR NOV '22		680.20
101422	01-41-451	HEALTH INS FOR NOV '22		680.20
101422	01-41-451	HEALTH INS FOR NOV '22		1473.44
101422	01-41-451	HEALTH INS FOR NOV '22		1574.67
101422	01-41-451	HEALTH INS FOR NOV '22		899.81
101422	51-00-451	HEALTH INS FOR NOV '22		1623.98
101422	52-00-451	HEALTH INS FOR NOV '22		1190.35
01 BENEFIT PLANNING CONSULTANTS,			101.74	
101422	01-11-549	HRA/COBRA INS NOV '22		7.70

PAYABLE TO / INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
101422	01-11-549	HRA/COBRA INS NOV '22		7.70
101422	01-11-549	HRA/COBRA INS NOV '22		7.70
101422	01-11-549	HRA/COBRA INS NOV '22		7.70
101422	01-11-549	HRA/COBRA INS NOV '22		4.63
101422	01-11-549	HRA/COBRA INS NOV '22		7.71
101422	01-11-549	HRA/COBRA INS NOV '22		7.71
101422	01-11-549	HRA/COBRA INS NOV '22		7.71
101422	01-11-549	HRA/COBRA INS NOV '22		7.71
101422	01-11-549	HRA/COBRA INS NOV '22		4.63
101422	01-11-549	HRA/COBRA INS NOV '22		7.71
101422	01-11-549	HRA/COBRA INS NOV '22		7.71
101422	01-11-549	HRA/COBRA INS NOV '22		7.71
101422	01-11-549	HRA/COBRA INS NOV '22		7.71
01 BRANUM RECYCLING, INC			135.00	
000693	01-41-578	RECYCLE ROLL OFF TRASH		135.00
01 JAMES BRUMMITT			90.00	
101422	01-11-547	ELECTRICAL INSPECTION PERMIT #3374		90.00
01 CORN BELT ENERGY CORPORATION			1649.58	
101422	51-00-571	WELL #6 UTILITIES		1649.58
01 CDS OFFICE TECHNOLOGIES			7300.00	
INV1484718	01-11-535	CAMERAS FOR SHERIFF CAR		7300.00
01 CHASTAIN & ASSOCIATES, LLC			22334.44	
101422	30-00-864-5	SCHROLL POINTE		1716.09
101422	01-41-518	2021 SIDEWALK MAINT		1783.56
101422	01-11-532	ADMIN ADVISORY		1660.10
101422	51-00-532	2022 WATER DEPT ADVISORY		26.52
101422	01-41-532	2022 STREETS DEPT ADVISORY		2093.27
101422	01-41-514	MARION/HOME AVE PATCHES		2258.92
101422	30-00-882	SHADOW RIDGE BLVD		6254.44
101422	01-41-532	2022 STORM WATER ADVISORY		193.18
101422	01-11-532	OSLAD APPLICATION		500.40
101422	01-52-520	EAST BIKE PATH		1907.76
101422	30-00-895-7	VETERANS POND REPAIR		2479.40
101422	01-52-520	OAKLAND HP RD BIKE PATH		1460.80
01 CLEAR TALK			3300.00	
218486	01-11-535	SUPPLIES FOR DEPUTY CAR		3300.00
01 CLOSS ELECTRIC COMPANY, INC			9127.59	
23736	51-00-512	EQUIP MAINT SERVICE		1087.59
23748	51-00-511	BLDG MAINT SERVICE-CHEMICAL ROOM HE		3572.50
23749	51-00-511	BLDG MAINT SERVICE-GAS ROOM HEATER		4467.50
01 COMCAST CABLE			784.96	
101422	01-11-552	VH PHONE/INTERNET SERV OCT '22		33.78
101422	01-41-552	PW PHONE/INTERNET SERV OCT '22		68.68
101422	01-41-549	PW PHONE/INTERNET SERV OCT '22		99.95
101422	01-53-552	LIB PHONE/INTERNET SERV OCT '22		75.17
101422	01-53-537	LIB PHONE/INTERNET SERV OCT '22		238.54
101422	51-00-552	WTR PHONE/INTERNET SERV OCT '22		156.89

PAYABLE TO / INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
101422	51-00-549	WTR PHONE/INTERNET SERV OCT '22		111.95
01 JASON FERGUSON			80.00	
2551	01-53-549	LIBRARY WEBSITE HOSTING OCT '22		80.00
01 EVERGREEN, FS INC			293.00	
72016429	01-41-617	GROUND MAINT SUPPLIES		293.00
01 AHW LLC CLINTON			387.84	
11466307	01-52-512	EQUIP MAINT SERVICE		96.94
11466317	01-52-512	EQUIP MAINT SERVICES		181.55
11466329	01-52-512	EQUIP MAINT SERVICE		79.38
11469702	01-52-612	EQUIP MAINT SUPPLIES		18.34
11482275	01-52-612	EQUIP MAINT SUPPLIES		11.63
01 DECATUR COMPUTERS INC			300.00	
DCI46718	01-11-537	OFFICE 365 SUBSCRIPTIONS OCT '22		300.00
01 DELTA DENTAL OF ILLINOIS-RISK			327.73	
101422	01-11-451	DENTAL INS FOR NOV '22		25.21
101422	01-11-451	DENTAL INS FOR NOV '22		25.21
101422	01-11-451	DENTAL INS FOR NOV '22		25.21
101422	01-11-451	DENTAL INS FOR NOV '22		25.21
101422	01-52-451	DENTAL INS FOR NOV '22		25.21
101422	01-53-451	DENTAL INS FOR NOV '22		25.21
101422	01-53-451	DENTAL INS FOR NOV '22		25.21
101422	01-53-451	DENTAL INS FOR NOV '22		25.21
101422	01-41-451	DENTAL INS FOR NOV '22		25.21
101422	01-41-451	DENTAL INS FOR NOV '22		25.21
101422	01-41-451	DENTAL INS FOR NOV '22		25.21
101422	01-41-451	DENTAL INS FOR NOV '22		25.21
101422	52-00-451	DENTAL INS FOR NOV '22		25.21
01 EBSCO INFORMATION SERVICES			2797.44	
1678883	01-53-672	PERIODICALS		2797.44
01 ESTECH SYSTEMS INC.			525.07	
32502	01-11-552	VH PHONE SERVICES FOR OCT '22		525.07
01 CENGAGE LEARNING INC/GALE			443.60	
79325659	01-53-909	PURCHASES FROM DONATIONS		363.08
79339025	01-53-909	PURCHASES FROM DONATIONS		28.79
79415448	01-53-671	BOOKS		25.49
79415996	01-53-671	BOOKS		26.24
01 JAY KAN, INC			1530.00	
7906	01-41-517	GROUND MAINT SERVICE		1530.00
01 GOVOFFICE LLC			3390.00	
4307048	01-11-537	WEBSITE HOSTING 2ND YEAR		3390.00
01 HOBBY LOBBY STORES, INC.			127.40	
101422	01-53-912	LIBRARY ACCESSORIES		112.43
101422	01-53-913	PROGRAMMING		14.97
01 JACOB & KLEIN, LTD.			979.15	
101422	18-00-549	3RD QTR TIF FEES		979.15
01 LINCOLN FINANCIAL GROUP			231.42	
101422	01-11-451	LIFE/ADD/STD NOV '22		16.53

PAYABLE TO / INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
101422	01-11-451	LIFE/ADD/STD NOV '22		16.53
101422	01-11-451	LIFE/ADD/STD NOV '22		16.53
101422	01-11-451	LIFE/ADD/STD NOV '22		16.53
101422	01-52-451	LIFE/ADD/STD NOV '22		16.53
101422	01-52-451	LIFE/ADD/STD NOV '22		16.53
101422	01-53-451	LIFE/ADD/STD NOV '22		16.53
101422	01-53-451	LIFE/ADD/STD NOV '22		16.53
101422	01-41-451	LIFE/ADD/STD NOV '22		16.53
101422	01-41-451	LIFE/ADD/STD NOV '22		16.53
101422	01-41-451	LIFE/ADD/STD NOV '22		16.53
101422	01-41-451	LIFE/ADD/STD NOV '22		16.53
101422	51-00-451	LIFE/ADD/STD NOV '22		16.53
101422	52-00-451	LIFE/ADD/STD NOV '22		16.53
01 LINDE INC.			8286.94	
31741901	51-00-656	CHEMICALS		8286.94
01 LOCIS			3672.00	
4493	01-11-537	ANNUAL MEMBERSHIP/SOFTWARE		3672.00
01 LOWE'S COMPANIES, INC.			67.30	
101422	01-41-652	OP SUPPLIES		67.30
01 MAROA-FORSYTH SCHOOL DISTRICT			81088.19	
101422	01-11-999-7	NON HOME RULE TAX FOR JULY '22		81088.19
01 MACON COUNTY TREASURER			334.59	
22-44	01-11-535	REPAIR CHEVY & FORD CARS		334.59
01 MENARDS			420.30	
101422	01-53-654	JANITORIAL SUPPLIES		59.77
101422	01-52-655	FUEL		103.00
101422	01-41-653	SMALL TOOLS		31.96
101422	01-52-652	OP SUPPLIES		11.61
101422	01-41-611	BLDG MAINT SUPPLIES		105.77
101422	01-11-654	JANITORIAL SUPPLIES		29.67
101422	01-41-652	OP SUPPLIES		78.52
01 MISSISSIPPI LIME COMPANY			7747.23	
1635260	51-00-656	CHEMICALS		3349.12
1636491	51-00-656	CHEMICALS		4398.11
01 VERIZON WIRELESS			199.36	
9917365398	01-41-552	CELL PHONE SERVICES FOR SEPT '22		36.01
9917365398	51-00-552	CELL PHONE SERVICES FOR SEPT '22		114.16
9917365398	52-00-552	CELL PHONE SERVICES FOR SEPT '22		49.19
01 MORGAN DISTRIBUTING, INC.			3690.74	
198939	01-41-655	FUEL		1058.14
208071	01-41-655	FUEL		1411.06
215850	01-41-655	FUEL		1221.54
01 NAPA AUTO PARTS			131.99	
033821	01-52-612	EQUIP MAINT SUPPLIES		131.99
01 OLLIS BOOK CORP			349.93	
248263	01-53-671	BOOKS		35.98
248371	01-53-671	BOOKS		313.95

PAYABLE TO / INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 PAYMENT SERVICE NETWORK, INC			719.73	
266511	51-00-549-2	W/S ONLINE PAYMENT SERV SEPT '22		359.87
266511	52-00-549-2	W/S ONLINE PAYMENT SERV SEPT '22		359.86
01 ILLINOIS MUNICIPAL LEAGUE			77808.60	
0197	01-11-594	RISK MANAGEMENT INSURANCE		77808.60
01 SAM'S CLUB/GECF			125.18	
101422	01-52-654	JANITORIAL SUPPLIES		61.96
101422	01-53-654	JANITORIAL SUPPLIES		18.98
101422	01-53-913	PROGRAMMING		44.24
01 SANITARY DISTRICT			20828.43	
22-0002324	52-00-578	SEWER USER CHARGE FOR SEPT '22		20828.43
01 SPEED LUBE			196.35	
00011-360429	01-41-513	VEHICLE MAINT SERVICE		55.95
00011-360572	52-00-513	VEHICLE SERVICE OIL CHANGE		84.45
00011-360640	01-41-513	VEHICLE MAINT SERVICE		55.95
01 STAPLES CREDIT PLAN			168.41	
101422	01-11-651	OFFICE SUPPLIES		168.41
01 THE ECONOMIC DEVELOPMENT GROUP			3916.60	
101422	18-00-549	3RD QTR TIF FEES		3916.60
01 THIRD MILLENNIUM ASSOCIATES, I			405.32	
28205	51-00-549-1	W/S UTILITY BILLING SERV OCT '22		202.66
28205	52-00-549-2	W/S UTILITY BILLING SERV OCT '22		202.66
01 UTILITY SUPPLY OF AMERICA, INC			1845.96	
115744	51-00-611	BLDG MAINT SUPPLIES		240.00
118196	51-00-656	CHEMICALS		1605.96
01 VISION SERVICE PLAN			156.00	
101422	01-11-451	VISION INS FOR NOV '22		9.66
101422	01-11-451	VISION INS FOR NOV '22		9.66
101422	01-11-451	VISION INS FOR NOV '22		9.66
101422	01-11-451	VISION INS FOR NOV '22		9.66
101422	01-52-451	VISION INS FOR NOV '22		9.66
101422	01-52-451	VISION INS FOR NOV '22		9.66
101422	01-53-451	VISION INS FOR NOV '22		9.66
101422	01-53-451	VISION INS FOR NOV '22		20.76
101422	01-53-451	VISION INS FOR NOV '22		9.66
101422	01-41-451	VISION INS FOR NOV '22		9.66
101422	01-41-451	VISION INS FOR NOV '22		9.66
101422	01-41-451	VISION INS FOR NOV '22		9.66
101422	01-41-451	VISION INS FOR NOV '22		9.66
101422	51-00-451	VISION INS FOR NOV '22		9.66
101422	52-00-451	VISION INS FOR NOV '22		9.66
01 WAL-MART			193.28	
101422	01-53-912	LIBRARY ACCESSORIES		59.92
101422	01-53-913	PROGRAMMING		39.97
101422	01-53-651	OFFICE SUPPLIES		93.39
01 WASTE MANAGEMENT SERVICES INC			846.39	

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
0073259-2754-4	01-41-578	TRASH SERVICE FOR OCT '22		285.70
0201551-2477-7	01-53-578	TRASH SERVICE FOR OCT '22		152.49
0201551-2477-7	01-52-578	TRASH SERVICE FOR OCT '22		228.74
1577503-2477-2	01-41-578	TRASH SERVICE FOR OCT '22		179.46
01 WATTS COPY SYSTEM			166.59	
32602440	01-11-512	VH COPIER RENTAL		166.59
01 WIN-911 SOFTWARE			2160.00	
1AC6C754-202212	51-00-549	OTHER PROF SERVICE 3 YEAR RENEWAL		2160.00
** TOTAL CHECKS TO BE ISSUED			295012.13	

FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
GENERAL FUND			223310.59	
HOTEL/MOTEL TAX FUND			150.00	
TIF DISTRICT FUND			4895.75	
CAPITAL PROJECT FUND			10449.93	
WATER OPERATIONS			33439.52	
SEWER OPERATIONS			22766.34	
*** GRAND TOTAL ***			295012.13	
TOTAL FOR REGULAR CHECKS:			295,012.13	

A/P MANUAL CHECK POSTING LIST
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

PAYABLE TO / REG# INV NO	G/L NUMBER	CHECK DATE	CHECK NO / DESCRIPTION	AMOUNT	DISTR
01 KREKELS NORTH INC.		10/06/22	58117	81000.00	
187 100622	31-00-927		KREKELS LOAN INCENTIVE AGREEMENT		81000.00

** TOTAL MANUAL CHECKS REGISTERED 81000.00

REPORT SUMMARY

CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	295012.13	81000.00	376012.13
TOTAL CASH	295012.13	81000.00	376012.13

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	223310.59	.00	223310.59
16	150.00	.00	150.00
18	4895.75	.00	4895.75
30	10449.93	.00	10449.93
31	.00	81000.00	81000.00
51	33439.52	.00	33439.52
52	22766.34	.00	22766.34
TOTAL DISTR	295012.13	81000.00	376012.13

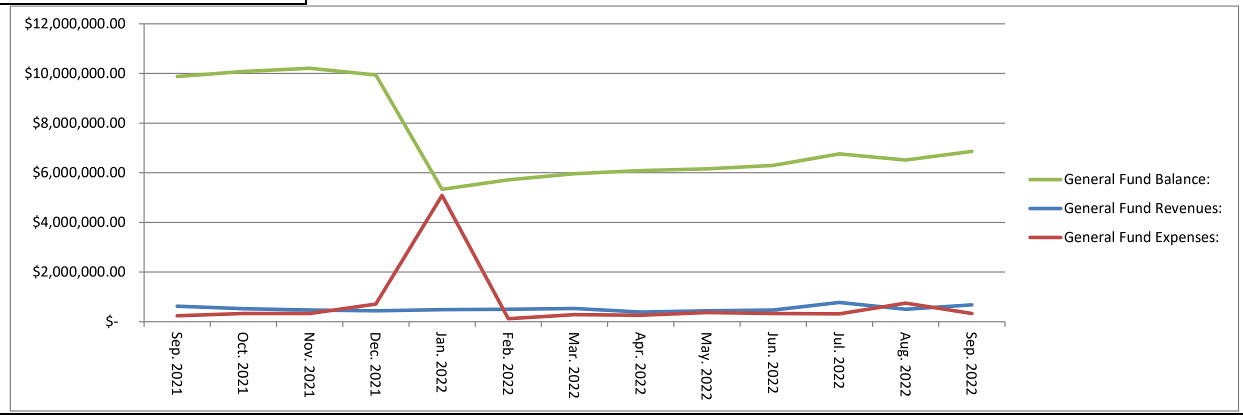
CONSENT AGENDA

ITEM 3

VILLAGE OF FORSYTH
MONTHLY TREASURER'S REPORT
for September 30, 2022 which is 75% into the budget year

GENERAL FUND

Month:	General Fund Revenues:	General Fund Expenses:	General Fund Balance:
Sep. 2021	$ 627,224.92	$ 238,661.24	$ 9,878,873.48
Oct. 2021	$ 528,557.57	$ 329,490.29	$ 10,077,940.76
Nov. 2021	$ 467,073.14	$ 335,189.63	$ 10,209,824.27
Dec. 2021	$ 442,455.75	$ 712,591.37	$ 9,939,688.65
Jan. 2022	$ 484,441.07	$ 5,089,353.46	$ 5,334,776.26
Feb. 2022	$ 503,140.20	$ 121,619.76	$ 5,716,296.70
Mar. 2022	$ 535,277.69	$ 288,781.07	$ 5,962,793.32
Apr. 2022	$ 388,646.88	$ 265,190.09	$ 6,086,250.11
May. 2022	$ 439,551.25	$ 370,014.98	$ 6,155,786.38
Jun. 2022	$ 471,932.98	$ 331,394.56	$ 6,296,324.80
Jul. 2022	$ 776,482.25	$ 312,554.69	$ 6,760,252.36
Aug. 2022	$ 503,176.02	$ 751,774.56	$ 6,511,653.82
Sep. 2022	**$ 680,026.48**	**$ 333,390.57**	**$ 6,858,289.73**

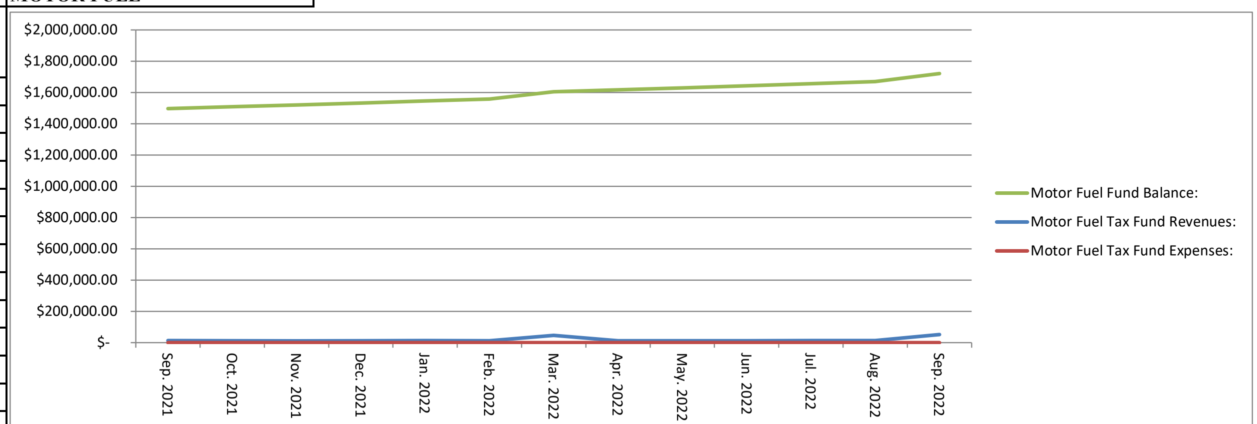


Revenues: Increased when comparing September 2022 with September 2021; The village received our 2022 third property tax installment in the amount of $176,854.46 making the total received $470,786.81 (2021 our third installment was $143,131.98 making the total received $462,019.25). State income tax, use tax, and bank interest were higher. In addition the village received the library per capita grant of $5,507.65 in September 2022 (the library per capita grant of $5,147.75 was received in August 2021). This makes up the majority of the increase.

Expenses: Increased when comparing September 2022 with September 2021; Wages, IMRF, FICA were higher in September 2022 (there were three pay cycles in September 2022 while in September 2021 there were two pay cycles), sidewalk maintenance, fuel and utilities were higher compared to this time last year. This makes up the majority of the increase.

MOTOR FUEL

Month:	Motor Fuel Tax Fund Revenues:	Motor Fuel Tax Fund Expenses:	Motor Fuel Fund Balance:
Sep. 2021	$ 12,765.46	$ -	$ 1,496,883.58
Oct. 2021	$ 12,237.78	$ -	$ 1,509,121.36
Nov. 2021	$ 11,303.33	$ -	$ 1,520,424.69
Dec. 2021	$ 12,449.65	$ -	$ 1,532,874.34
Jan. 2022	$ 13,193.79	$ -	$ 1,546,068.13
Feb. 2022	$ 12,091.28	$ -	$ 1,558,159.41
Mar. 2022	$ 46,882.36	$ -	$ 1,605,041.77
Apr. 2022	$ 12,092.42	$ -	$ 1,617,134.19
May. 2022	$ 12,437.01	$ -	$ 1,629,571.20
Jun. 2022	$ 12,667.57	$ -	$ 1,642,238.77
Jul. 2022	$ 13,453.03	$ -	$ 1,655,691.80
Aug. 2022	$ 13,655.10	$ -	$ 1,669,346.90
Sep. 2022	**$ 51,737.93**	**$ -**	**$ 1,721,084.83**



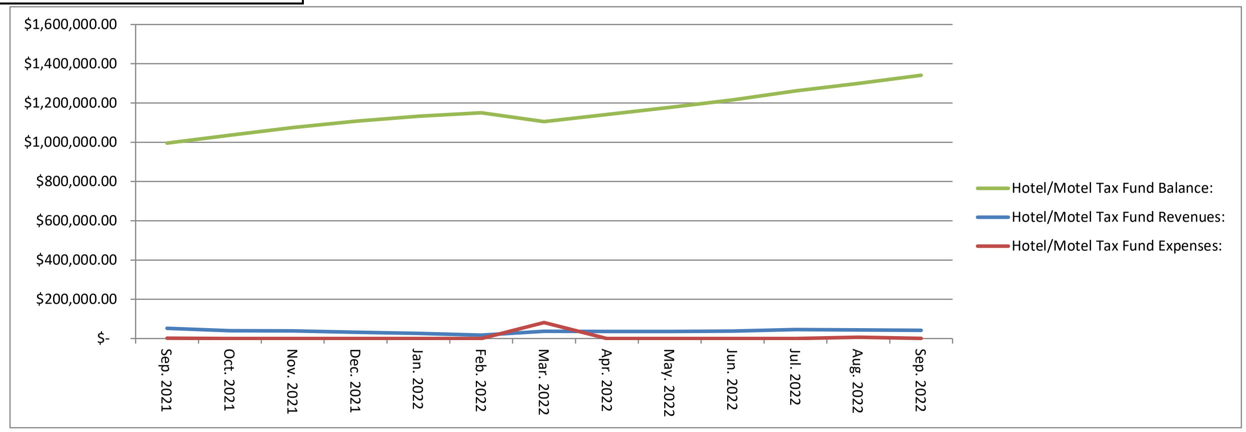
Revenues: Increased when comparing September 2022 with September 2021; The Motor Fuel Tax and the Transportation Renewal Fund (.19 cents) revenues are received from the state based upon the amount they collect and Village's population (village's population changed from 3,490 to 3,734 that reflected in our December 2021 Motor Fuel Tax revenues). In "May 2020" the Village started receiving the REBUILD Illinois Bond Funds which will need to be expended by 7/1/2025. The Village is to receive two installments for three years and each installment will be $38,334.12 with a total of $230,004.72. These funds must be used for capital projects and must be tracked separate from the other MFT funds. In September 2022 the Village received our sixth installment in the amount of $38,334.12. This making the total received $230,004.72 for the REBUILD Illinois (plus $812.30 interest making the total $230,817.02 for the REBUILD Illinois Bond Fund). In order to spend the Rebuild Illinois funds a resolution needs to be passed similar to MFT. In May 2021 the Village received our fourth installment. As of July 2022 the village has not received our sixth (last) installment payment. Interest rates were higher compared to this time last year. This makes up the majority of the increase.

Expenses: Remained the same when comparing September 2022 with September 2021; The Village has not used Motor Fuel Tax Funds (MFT) since 2012 (Hickory Point Drive Improvements). In our 2022 budget two projects are purposed moon & Elwood street sidewalks (design/bidding services with village engineers) and Barnett Ave. Reconstruction (design/bidding services with village engineers). Before any MFT Funds can be spent, paperwork must be sent to the Illinois Department of Transportation (IDOT) for approval. In the past the Village's engineering firm has completed the paperwork. IDOT wants to ensure that the funds qualify for the use of the MFT funds.

VILLAGE OF FORSYTH
MONTHLY TREASURER'S REPORT
for September 30, 2022 which is 75% into the budget year

HOTEL/MOTEL

Month:	Hotel/Motel Tax Fund Revenues:	Hotel/Motel Tax Fund Expenses:	Hotel/Motel Tax Fund Balance:
Sep. 2021	$ 52,116.97	$ 1,495.00	$ 995,713.92
Oct. 2021	$ 40,319.86	$ -	$ 1,036,033.78
Nov. 2021	$ 38,628.47	$ -	$ 1,074,662.25
Dec. 2021	$ 32,410.79	$ -	$ 1,107,073.04
Jan. 2022	$ 25,800.72	$ -	$ 1,132,873.76
Feb. 2022	$ 17,315.11	$ -	$ 1,150,188.87
Mar. 2022	$ 37,003.84	$ 81,538.12	$ 1,105,654.59
Apr. 2022	$ 36,072.05	$ -	$ 1,141,726.64
May. 2022	$ 35,674.75	$ -	$ 1,177,401.39
Jun. 2022	$ 38,291.78	$ -	$ 1,215,693.17
Jul. 2022	$ 46,086.05	$ -	$ 1,261,779.22
Aug. 2022	$ 44,084.26	$ 6,296.50	$ 1,299,566.98
Sep. 2022	**$ 42,166.08**	**$ 433.86**	**$ 1,341,299.20**

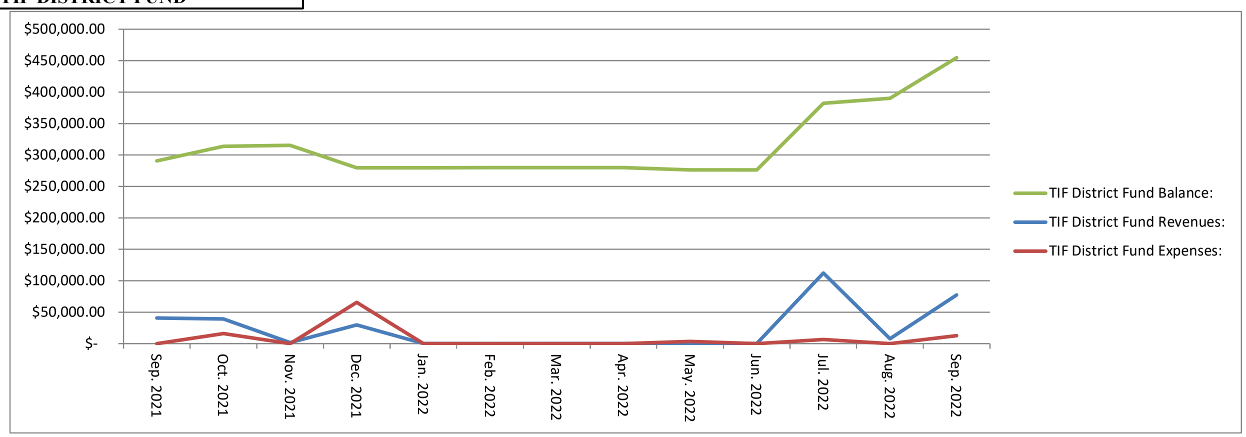


Revenues: Decreased when comparing September 2022 with September 2021; At the end of September 2022 one hotel/motel had paid but forgot to sign the check (October 3rd they came in and signed the check). The hotel/motel tax revenues for the month of August 2022 (paid to the village in September 2022). This makes up the majority of the decrease.

Expenses: Decreased when comparing September 2022 with September 2021. In September 2021 the village paid for the fall/winter visitor guide ad and the fall/winter visitor guide ad was paid in August 2022. This makes up the majority of the decrease.

TIF DISTRICT FUND

Month:	TIF District Fund Revenues:	TIF District Fund Expenses:	TIF District Fund Balance:
Sep. 2021	$ 40,760.85	$ -	$ 290,553.63
Oct. 2021	$ 39,294.39	$ 15,939.55	$ 313,908.47
Nov. 2021	$ 1,597.33	$ -	$ 315,505.80
Dec. 2021	$ 29,779.18	$ 65,614.27	$ 279,670.71
Jan. 2022	$ 69.50	$ -	$ 279,740.21
Feb. 2022	$ 54.40	$ -	$ 279,794.61
Mar. 2022	$ 59.41	$ -	$ 279,854.02
Apr. 2022	$ 55.59	$ -	$ 279,909.61
May. 2022	$ 60.77	$ 3,671.75	$ 276,298.63
Jun. 2022	$ 56.77	$ -	$ 276,355.40
Jul. 2022	$ 112,274.16	$ 6,445.75	$ 382,183.81
Aug. 2022	$ 7,901.33	$ -	$ 390,085.14
Sep. 2022	**$ 77,459.22**	**$ 12,833.30**	**$ 454,711.06**



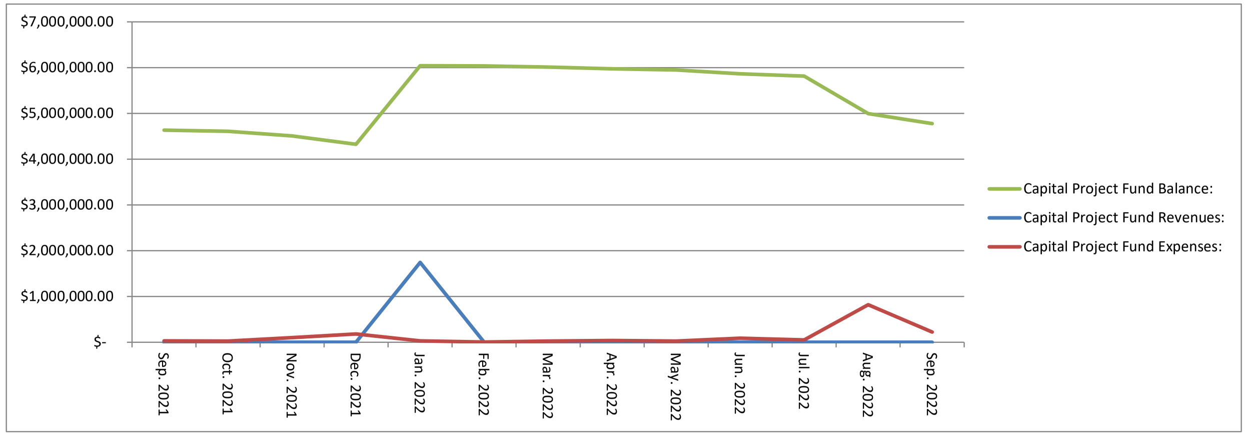
Revenues: Increased when comparing September 2022 with September 2021; The village received their third 2022 TIF installment in the amount of $77,355.34 making the total received $197,379.92 (2021 our third installment was $40,707.01 making the total received $141,073.44). In addition bank interest was higher compared to this time last year. This makes up the majority of the increase.

Expenses: Increased when comparing September 2022 with September 2021; In September 2022 the village paid one of the redevelopment agreements (last year's payment was completed in October 2021). This makes up the majority of the increase.

VILLAGE OF FORSYTH
MONTHLY TREASURER'S REPORT
for September 30, 2022 which is 75% into the budget year

CAPITAL PROJECT

Month:	Capital Project Fund Revenues:	Capital Project Fund Expenses:	Capital Project Fund Balance:
Sep. 2021	$ 952.28	$ 29,726.15	$ 4,635,142.90
Oct. 2021	$ 917.99	$ 27,540.55	$ 4,608,520.34
Nov. 2021	$ 1,006.08	$ 102,197.70	$ 4,507,328.72
Dec. 2021	$ 964.35	$ 182,901.86	$ 4,325,391.21
Jan. 2022	$ 1,744,980.30	$ 28,542.00	$ 6,041,829.51
Feb. 2022	$ 1,167.65	$ 5,150.00	$ 6,037,847.16
Mar. 2022	$ 1,290.59	$ 27,263.66	$ 6,011,874.09
Apr. 2022	$ 1,181.33	$ 37,827.50	$ 5,975,227.92
May. 2022	$ 1,300.63	$ 25,250.00	$ 5,951,278.55
Jun. 2022	$ 1,212.71	$ 87,630.09	$ 5,864,861.17
Jul. 2022	$ 1,165.45	$ 51,042.75	$ 5,814,983.87
Aug. 2022	$ 1,180.17	$ 820,414.63	$ 4,995,749.41
Sep. 2022	**$ 1,157.54**	**$ 221,663.20**	**$ 4,775,243.75**

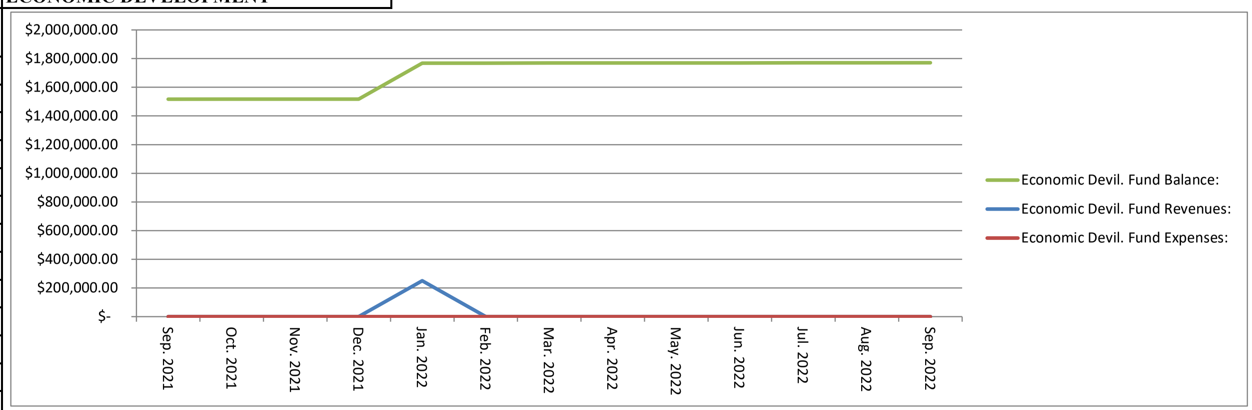


Revenues: Increased when comparing September 2022 with September 2021; The increase came from bank interest being higher in September 2022 compared to September 2021 due to a higher bank balance. This makes up the majority of the increase.

Expenses: Increased when comparing September 2022 with September 2021; In September 2022 several projects in progress; greenbrier, schroll pt pavement, akers,home improvements and the annual pavement. This makes up the majority of the increase.

ECONOMIC DEVELOPMENT

Month:	Economic Devil. Fund Revenues:	Economic Devil. Fund Expenses:	Economic Devil. Fund Balance:
Sep. 2021	$ 328.38	$ -	$ 1,516,889.48
Oct. 2021	$ 316.55	$ -	$ 1,517,206.03
Nov. 2021	$ 346.92	$ -	$ 1,517,552.95
Dec. 2021	$ 332.53	$ -	$ 1,517,885.48
Jan. 2022	$ 250,308.61	$ -	$ 1,768,194.09
Feb. 2022	$ 345.97	$ -	$ 1,768,540.06
Mar. 2022	$ 382.40	$ -	$ 1,768,922.46
Apr. 2022	$ 356.63	$ -	$ 1,769,279.09
May. 2022	$ 392.64	$ -	$ 1,769,671.73
Jun. 2022	$ 366.10	$ -	$ 1,770,037.83
Jul. 2022	$ 351.83	$ -	$ 1,770,389.66
Aug. 2022	$ 409.45	$ -	$ 1,770,799.11
Sep. 2022	**$ 427.78**	**$ -**	**$ 1,771,226.89**



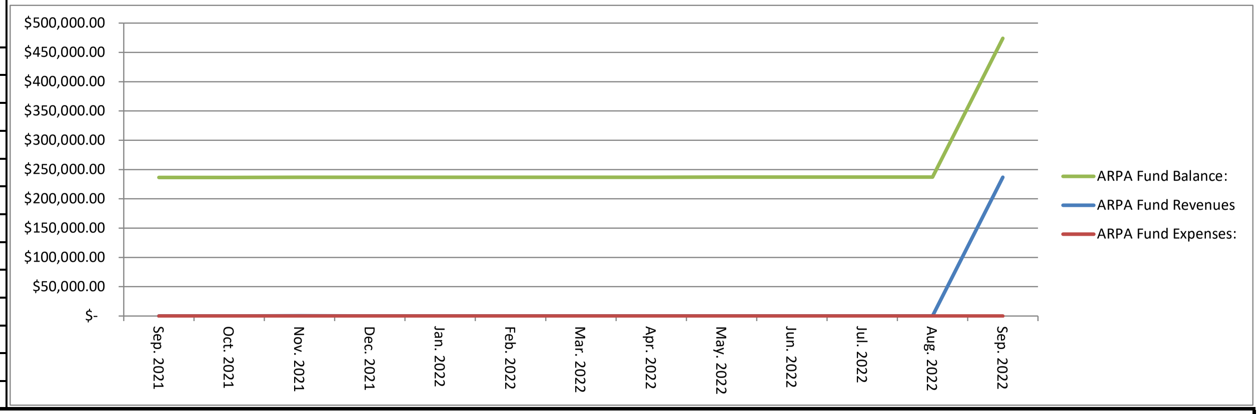
Revenues: Increased when comparing September 2022 with September 2021; The increase came from bank interest being higher in September 2022 compared to September 2021 due to a higher bank balance. This makes up the majority of the increase.

Expenses: Remined the same when comparing September 2022 with September 2021. There were no expenses that occurred in either year.

VILLAGE OF FORSYTH
MONTHLY TREASURER'S REPORT
for September 30, 2022 which is 75% into the budget year

AMERICAN RESCUE PLAN ACT (ARPA)

Month:	ARPA Fund Revenues	ARPA Fund Expenses:	ARPA Fund Balance:
Sep. 2021	$ 16.42	$ -	$ 236,508.44
Oct. 2021	$ 15.83	$ -	$ 236,524.27
Nov. 2021	$ 261.65	$ -	$ 236,785.92
Dec. 2021	$ 16.63	$ -	$ 236,802.55
Jan. 2022	$ 18.15	$ -	$ 236,820.70
Feb. 2022	$ 43.25	$ -	$ 236,863.95
Mar. 2022	$ 47.80	$ -	$ 236,911.75
Apr. 2022	$ 44.57	$ -	$ 236,956.32
May. 2022	$ 49.08	$ -	$ 237,005.40
Jun. 2022	$ 45.76	$ -	$ 237,051.16
Jul. 2022	$ 43.98	$ -	$ 237,095.14
Aug. 2022	$ 48.17	$ -	$ 237,143.31
Sep. 2022	**$ 236,845.07**	**$ -**	**$ 473,988.38**

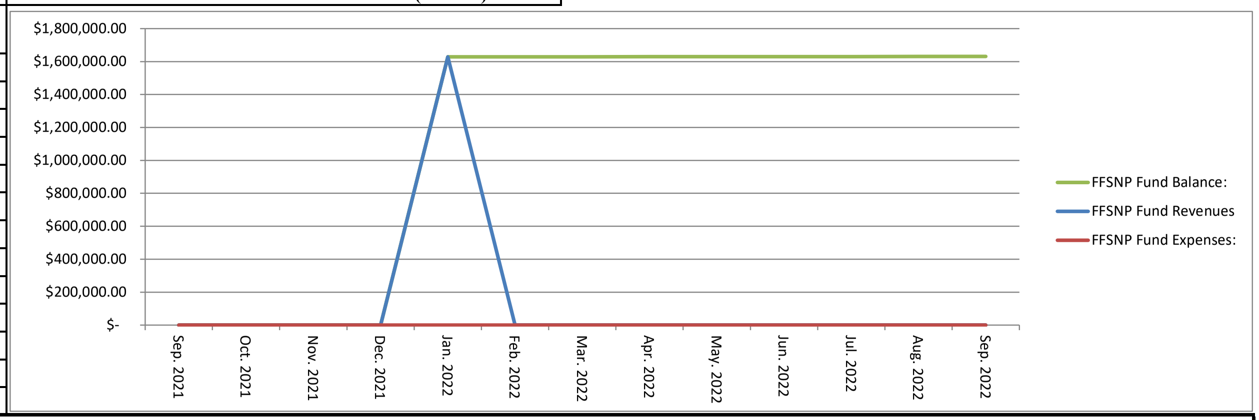


Revenues: Increased when comparing September 2022 with September 2021; In August 2021 the village received $236,474.95 for the first of two installment from the Federal which is passed through the state for COVID-19 known as the American Rescue Plan Act (ARPA). In November the Village received an additional $244.30 as part of the 1st installment (the additional amount came from various communities that didn't claim their ARPA funds). The second installment in the amount of $236,719.25 was received in September 2022 (making the total we will receive $473,438.50). The ARPA fund was established to make it easier to track all revenues and expenses, while also helping staff in reporting information within the portal. The ARPA have outlined a small list of qualifying expenses to which the funds could be used for. For the five (5) items listed only two would qualify for the village; one of the items could be used in the reduction of revenues due to COVID-19 or the second item listed could be used to make necessary investments in water, sewer or broadband infrastructure. The staff is recommending using these funds for the water and or sewer infrastructure based upon what qualifies under the ARPA regulations. The ARPA funds must be spent by 12/31/2024 however, if a project is in progress you have to 2026 with the last report due by Mar. 2027. This makes up the majority of the decreased.

Expenses: Remained the same when comparing September 2022 with September 2021. There were no expenses that occurred in either year.

FORSYTH FAMILY SPORTS/NATURE PARK (FFSNP)

Month:	FFSNP Fund Revenues	FFSNP Fund Expenses:	FFSNP Fund Balance:
Sep. 2021	$ -	$ -	$ -
Oct. 2021	$ -	$ -	$ -
Nov. 2021	$ -	$ -	$ -
Dec. 2021	$ -	$ -	$ -
Jan. 2022	$ 1,628,254.15	$ -	$ 1,628,254.15
Feb. 2022	$ 302.72	$ -	$ 1,628,556.87
Mar. 2022	$ 334.60	$ -	$ 1,628,891.47
Apr. 2022	$ 334.34	$ -	$ 1,629,225.81
May. 2022	$ 368.10	$ -	$ 1,629,593.91
Jun. 2022	$ 343.22	$ -	$ 1,629,937.13
Jul. 2022	$ 329.84	$ -	$ 1,630,266.97
Aug. 2022	$ 385.36	$ -	$ 1,630,652.33
Sep. 2022	**$ 402.62**	**$ -**	**$ 1,631,054.95**



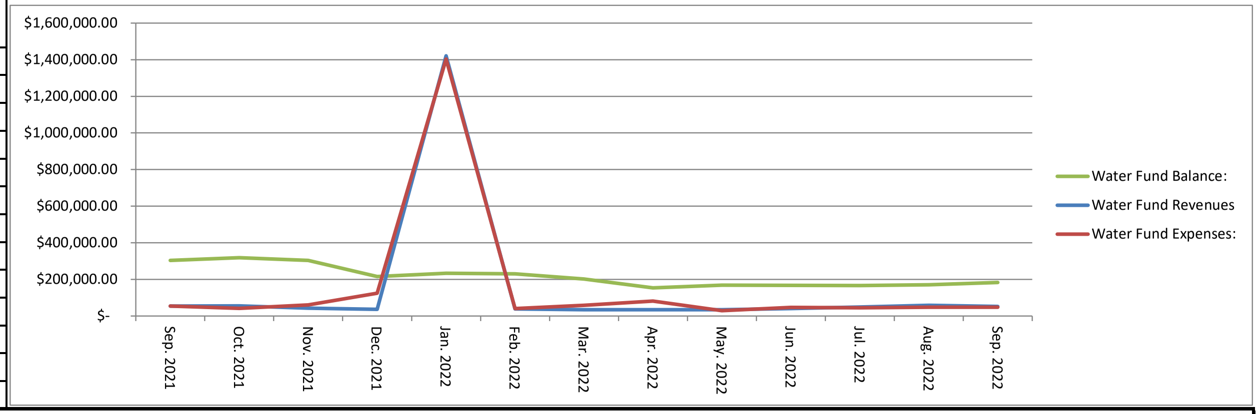
Revenues: Increased when comparing September 2022 with September 2021; The Forsyth Family Sports/Nature Park Fund was started 01/01/2022. This months revenues were from bank interest. This makes up the majority of the increase.

Expenses: Remained the same when comparing September 2022 with September 2021. There were no expenses that occurred in either year.

VILLAGE OF FORSYTH
MONTHLY TREASURER'S REPORT
for September 30, 2022 which is 75% into the budget year

WATER

Month:	Water Fund Revenues	Water Fund Expenses:	Water Fund Balance:
Sep. 2021	$ 54,586.78	$ 54,609.65	$ 303,724.19
Oct. 2021	$ 55,160.68	$ 41,646.80	$ 318,549.81
Nov. 2021	$ 43,223.17	$ 61,079.15	$ 303,653.12
Dec. 2021	$ 36,498.54	$ 124,460.65	$ 215,691.01
Jan. 2022	$ 1,421,163.25	$ 1,403,587.25	$ 233,267.01
Feb. 2022	$ 38,685.15	$ 40,231.16	$ 230,263.82
Mar. 2022	$ 34,627.63	$ 58,038.61	$ 201,754.06
Apr. 2022	$ 34,920.92	$ 81,491.12	$ 153,756.41
May. 2022	$ 34,406.59	$ 29,212.23	$ 169,053.07
Jun. 2022	$ 41,104.76	$ 46,793.37	$ 167,172.12
Jul. 2022	$ 49,590.79	$ 45,075.71	$ 166,617.58
Aug. 2022	$ 58,650.52	$ 47,542.07	$ 170,322.78
Sep. 2022	**$ 52,764.48**	**$ 48,460.21**	**$ 183,452.63**

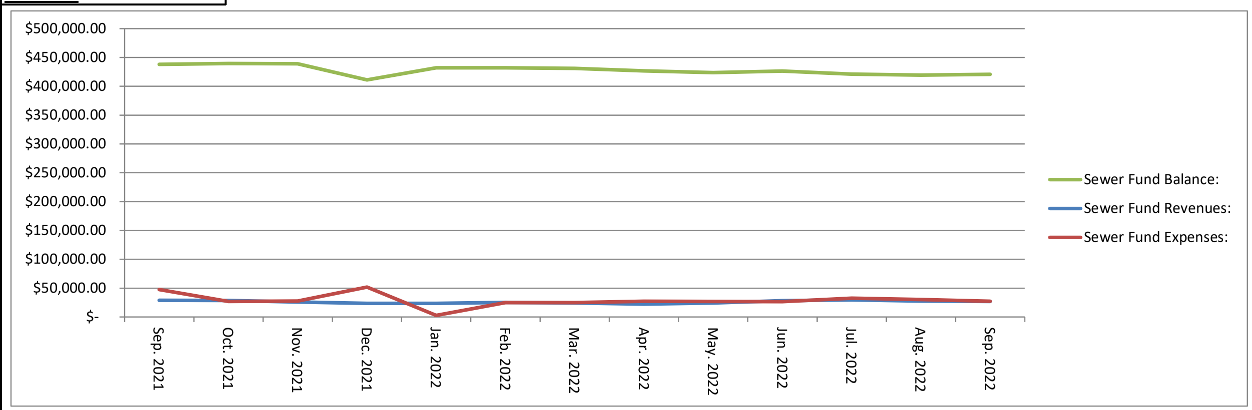


Revenues: Decreased when comparing September 2022 with September 2021; The water revenues were lower compared to this time last year do to less water usage. This makes up the majority of the decrease. On 06/21/2022 the board approved to increase the water rates based upon the water rate study. This increase will go into effect 11/01/2022 billing (usage 09/20/2022 to 10/20/2022).

Expenses: Decreased when comparing September 2022 with September 2021; Equipment Maintenance and operating supplies were lower compared to this time last year. This makes up the majority of the decrease.

SEWER

Month:	Sewer Fund Revenues:	Sewer Fund Expenses:	Sewer Fund Balance:
Sep. 2021	$ 28,973.87	$ 47,527.67	$ 438,019.37
Oct. 2021	$ 28,537.56	$ 26,820.01	$ 439,542.35
Nov. 2021	$ 25,968.03	$ 27,476.85	$ 439,206.46
Dec. 2021	$ 23,700.50	$ 51,791.46	$ 411,115.50
Jan. 2022	$ 23,685.79	$ 2,711.63	$ 432,089.66
Feb. 2022	$ 25,295.65	$ 24,822.51	$ 431,941.22
Mar. 2022	$ 24,156.00	$ 24,881.16	$ 431,178.37
Apr. 2022	$ 22,292.27	$ 27,216.66	$ 426,660.96
May. 2022	$ 24,112.51	$ 26,897.02	$ 423,831.48
Jun. 2022	$ 28,160.16	$ 26,436.84	$ 426,537.12
Jul. 2022	$ 29,614.30	$ 32,417.10	$ 421,252.44
Aug. 2022	$ 27,601.96	$ 30,344.18	$ 419,351.42
Sep. 2022	**$ 27,026.38**	**$ 27,287.50**	**$ 420,869.83**



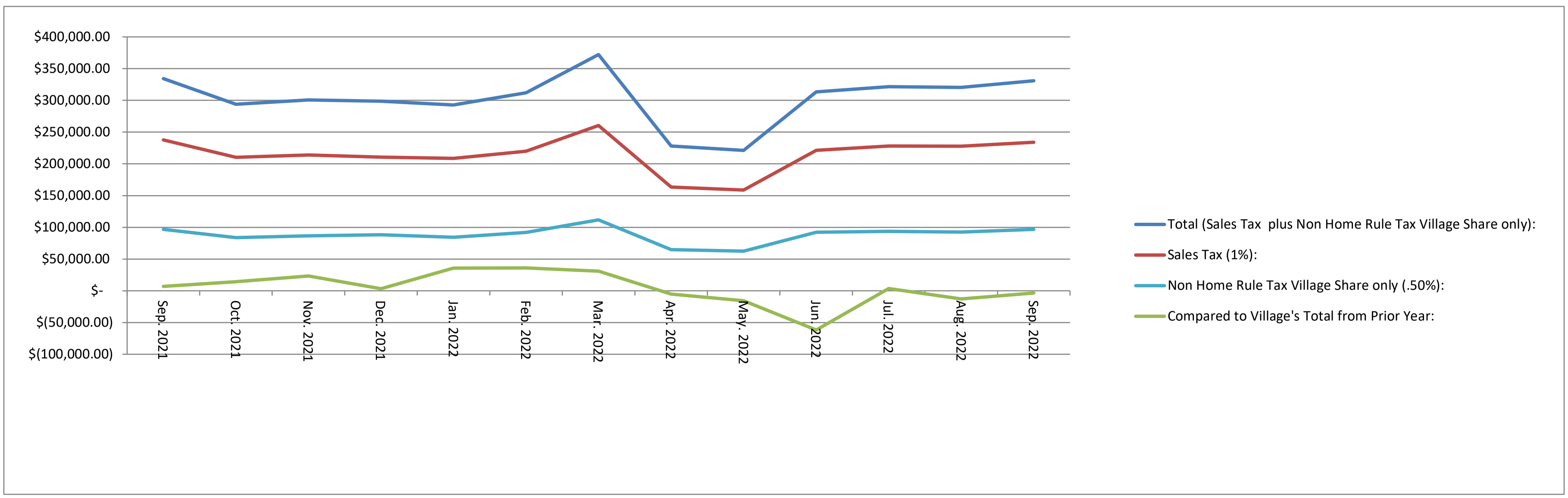
Revenues: Decreased when comparing September 2022 with September 2021; In September 2022 the sewer revenues were lower compared to this time last year. This makes up the majority of the decrease. On 06/21/2022 the board approved to increase the sewer rates based upon the sewer rate study. The increase will go into effect 11/01/2022 billing (usage 09/20/2022 to 10/20/2022).

Expenses: Decreased when comparing September 2022 with September 2021; Sewer discharge fees were lower compared to this time last year (September 2021 we paid two invoices for the sewer discharge fees which was from the timing when we received those invoices). This makes up the majority of the decrease.

VILLAGE OF FORSYTH
MONTHLY TREASURER'S REPORT
for September 30, 2022 which is 75% into the budget year

Calendar Year:	Sales Tax (1%):	Non Home Rule Tax Village Share only (.50%):	Total (Sales Tax plus Non Home Rule Tax Village Share only):	Compared to Village's Total from Prior Year:	M/F School Payment for Non Home Rule Tax (.50%):
2014	*$ 2,185,304.64*	*$ 982,889.80*	*$ 3,168,194.44*	*$ (99,834.20)*	*$ 982,889.80*
2015	*$ 2,271,713.84*	*$ 1,005,666.64*	*$ 3,277,380.48*	*$ 109,186.04*	*$ 1,005,666.63*
2016	*$ 2,287,729.65*	*$ 1,015,990.69*	*$ 3,303,720.34*	*$ 26,339.86*	*$ 1,015,990.69*
2017	*$ 2,230,356.34*	*$ 983,934.13*	*$ 3,214,290.47*	*$ (89,429.87)*	*$ 990,805.91*
2018	*$ 2,328,327.99*	*$ 1,017,135.44*	*$ 3,345,463.43*	*$ 131,172.96*	*$ 1,017,135.44*
2019	*$ 2,387,019.43*	*$ 994,551.54*	*$ 3,381,570.97*	*$ 36,107.54*	*$ 994,551.55*
2020	*$ 2,322,563.19*	*$ 934,929.16*	*$ 3,257,492.35*	*$ (124,078.72)*	*$ 934,929.15*
2021	*$ 2,561,883.94*	*$ 1,037,308.07*	*$ 3,599,192.01*	*$ 341,699.66*	*$ 1,037,309.06*

Month of Sales:	Month Collected:	Sales Tax (1%):	Non Home Rule Tax Village Share only (.50%):	Total (Sales Tax plus Non Home Rule Tax Village Share only):	Compared to Village's Total from Prior Year:	M/F School Payment for Non Home Rule Tax (.50%):
Jun. 2021	Sep. 2021	$ 237,741.72	$ 96,627.26	$ 334,368.98	$ 6,974.32	$ 96,627.25
Jul. 2021	Oct. 2021	$ 210,360.81	$ 83,640.55	$ 294,001.36	$ 14,343.09	$ 83,640.54
Aug. 2021	Nov. 2021	$ 214,074.00	$ 86,582.93	$ 300,656.93	$ 23,294.98	$ 86,582.94
Sept. 2021	Dec. 2021	$ 210,647.05	$ 88,145.60	$ 298,792.65	$ 3,220.97	$ 88,145.59
Oct. 2021	Jan. 2022	$ 208,547.49	$ 84,340.53	$ 292,888.02	$ 35,614.03	$ 84,340.53
Nov. 2021	Feb. 2022	$ 219,948.23	$ 92,064.99	$ 312,013.22	$ 36,007.92	$ 92,064.99
Dec. 2021	Mar. 2022	$ 260,438.20	$ 111,734.76	$ 372,172.96	$ 31,029.89	$ 111,734.76
Jan. 2022	Apr. 2022	$ 163,350.53	$ 64,776.95	$ 228,127.48	$ (5,184.55)	$ 64,776.94
Feb. 2022	May. 2022	$ 158,747.04	$ 62,453.88	$ 221,200.92	$ (15,569.24)	$ 62,453.89
Mar. 2022	Jun. 2022	$ 221,333.21	$ 92,187.41	$ 313,520.62	$ (61,778.06)	$ 92,187.41
Apr. 2022	Jul. 2022	$ 228,013.82	$ 93,659.28	$ 321,673.10	$ 3,507.79	$ 93,659.29
May. 2022	Aug. 2022	$ 227,799.53	$ 92,624.66	$ 320,424.19	$ (12,979.36)	$ 92,624.66
Jun. 2022	Sep. 2022	$ 233,937.48	$ 96,889.57	$ 330,827.05	$ (3,541.93)	$ 96,889.57
	2022 Total:	**$ 1,922,115.53**	**$ 790,732.03**	**$ 2,712,847.56**	**$ 7,106.49**	**$ 790,732.04**



G/L ACCT NUMBER	TITLE	FISCAL BUDGET	ACTUAL M-T-D	ACTUAL Y-T-D	UNEXPENDED BUDGET	% USED
01-00-311-1	PROP TAX-CORPORATE	$217,300.00	$70,953.60	$186,997.27	$30,302.73	86.05
01-00-311-2	PROP TAX-POLICE	$93,100.00	$30,406.20	$80,134.98	$12,965.02	86.07
01-00-311-3	PROP TAX-FICA	$10,600.00	$3,464.03	$9,129.21	$1,470.79	86.12
01-00-311-4	PROP TAX AUDIT	$15,000.00	$4,901.55	$12,917.83	$2,082.17	86.12
01-00-311-5	PROP TAX-INSURANCE	$34,000.00	$11,108.93	$29,277.02	$4,722.98	86.11
01-00-311-6	PROP TAX-IMRF	$15,400.00	$5,037.39	$13,275.79	$2,124.21	86.21
01-00-311-7	PROP TAX-ST LIGHTING	$50,000.00	$16,331.66	$43,041.72	$6,958.28	86.08
01-00-311-8	PROP TAX-UNEMP INS	$2,000.00	$667.26	$1,758.27	$241.73	87.91
01-00-321	LIQUOR LICENSE	$27,500.00	$0.00	$6,000.00	$21,500.00	21.82
01-00-325	FRANCHISE FEES	$100,000.00	$920.49	$75,166.77	$24,833.23	75.17
01-00-331	BUILDING PERMITS FEES	$5,000.00	$635.98	$3,058.98	$1,941.02	61.18
01-00-336	LAND DISTURBANCE PERMIT FEES	$200.00	$50.00	$150.00	$50.00	75.00
01-00-339	OTHER PERMITS/ADMINISTRATIVE FEE	$1,000.00	$10.00	$2,080.00	$1,080.00-	208.00
01-00-341	STATE INCOME TAX	$450,000.00	$32,899.61	$475,849.56	$25,849.56-	105.74
01-00-342	REPLACEMENT TAX	$4,500.00	$0.00	$6,912.98	$2,412.98-	153.62
01-00-344	GRANTS	$7,000.00	$5,507.65	$5,507.65	$1,492.35	78.68
01-00-345	SALES TAX	$2,500,000.00	$233,937.48	$1,922,115.53	$577,884.47	76.88
01-00-345-1	SALES TAX INFRASTRUCTURE	$1,003,500.00	$96,889.57	$790,732.03	$212,767.97	78.80
01-00-345-2	SALES TAX INFRASTR SCHOOL	$1,003,500.00	$96,889.57	$790,732.04	$212,767.96	78.80
01-00-345-3	SALES TAX LOCAL USE	$145,000.00	$13,136.53	$111,675.61	$33,324.39	77.02
01-00-346	ROAD & BRIDGE TAX	$107,000.00	$33,983.84	$94,254.72	$12,745.28	88.09
01-00-359	OTHER FINES	$0.00	$0.00	$575.00	$575.00-	.00
01-00-360	ELECTRICAL INSPECTION FEES	$1,000.00	$180.00	$765.00	$235.00	76.50
01-00-374	PLAN REVIEW FEES	$6,200.00	$0.00	$13,195.87	$6,995.87-	212.84
01-00-375	LIBRARY FINES/FEES	$2,500.00	$189.61	$2,160.24	$339.76	86.41
01-00-381	INTEREST INCOME	$6,200.00	$10,423.49	$38,447.31	$32,247.31-	620.12
01-00-382-2	BALL FIELD DIAMOND RENTAL FEES	$11,500.00	$10,500.00	$10,650.00	$850.00	92.61
01-00-382-3	COMM. CNTR RENTAL FEES	$4,500.00	$420.00	$4,245.00	$255.00	94.33
01-00-383	DONATIONS	$0.00	$100.00	$886.46	$886.46-	.00
01-00-385	FORSYTH FAMILY FEST	$4,500.00	$0.00	$8,484.00	$3,984.00-	188.53
01-00-387	FARM INCOME	$38,000.00	$0.00	$36,000.00	$2,000.00	94.74
01-00-389	MISCELLANEOUS INCOME	$7,000.00	$482.04	$6,497.98	$502.02	92.83
	** TOTAL REVENUE	$5,873,000.00	$680,026.48	$4,782,674.82	$1,090,325.18	81.43
	DEPARTMENT 00 TOTALS	$5,873,000.00	$680,026.48	$4,782,674.82	$1,090,325.18	81.43

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	ACTUAL M-T-D	Y-T-D	UNEXPENDED BUDGET	% USED
01-10-430	SALARIES-ELECTED	$19,500.00	$0.00	$6,500.16	$12,999.84	33.33
01-10-549	OTHER PROFESSIONAL SERVICES	$50,000.00	$0.00	$90.00	$49,910.00	.18
01-10-554	PRINTING	$300.00	$0.00	$0.00	$300.00	.00
01-10-560	PROFESSIONAL DEVELOPMENT	$275.00	$0.00	$275.00	$0.00	100.00
01-10-913	PROMOTIONAL	$25,900.00	$0.00	$13,375.45	$12,524.55	51.64
01-10-914	FAMILY FEST	$45,000.00	$0.00	$48,133.11	$3,133.11-	106.96
01-10-917	ACTIVITIES & EVENTS	$6,000.00	$1,072.50	$2,768.93	$3,231.07	46.15
01-10-918-1	ECONOMIC DEVELOPMENT CORP. (EDC)	$7,500.00	$0.00	$10,000.00	$2,500.00-	133.33
01-10-929	MISCELLANEOUS EXPENSES	$1,500.00	$0.00	$375.00	$1,125.00	25.00
	** TOTAL EXPENSE	$155,975.00	$1,072.50	$81,517.65	$74,457.35	52.26
	DEPARTMENT 10 TOTALS	$155,975.00C	$1,072.50CR	$81,517.65C	$74,457.35-	52.26

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	ACTUAL M-T-D	ACTUAL Y-T-D	UNEXPENDED BUDGET	% USED
01-11-421	SALARIES-REGULAR	$294,000.00	$28,071.11	$197,382.20	$96,617.80	67.14
01-11-423	SALARIES-OVERTIME	$1,500.00	$66.00	$232.54	$1,267.46	15.50
01-11-451	HEALTH/DENTAL/VISION INSURANCE	$60,000.00	$3,656.16	$33,611.92	$26,388.08	56.02
01-11-453	IL UNEMPLOYMENT COMPENSATION	$0.00	$0.00	$228.50	$228.50-	.00
01-11-461	FICA (CONTRIBUTION)	$22,400.00	$2,119.65	$15,314.78	$7,085.22	68.37
01-11-462	I M R F CONTRIBUTION	$29,200.00	$2,708.13	$18,929.48	$10,270.52	64.83
01-11-471	UNIFORM ALLOWANCE	$500.00	$0.00	$703.52	$203.52-	140.70
01-11-511	BUILDING MAINTENANCE SERVICE	$43,000.00	$411.00	$33,107.00	$9,893.00	76.99
01-11-512	EQUIPMENT MAINTENANCE SERVICE	$4,700.00	$0.00	$3,088.02	$1,611.98	65.70
01-11-531	ACCOUNTING SERVICE	$24,500.00	$0.00	$24,500.00	$0.00	100.00
01-11-532	ENGINEERING SERVICE	$50,000.00	$6,976.75	$54,470.99	$4,470.99-	108.94
01-11-533	LEGAL SERVICE	$40,000.00	$2,836.25	$24,823.25	$15,176.75	62.06
01-11-535	DEPUTY CONTRACT	$514,650.00	$558.00	$273,301.67	$241,348.33	53.10
01-11-537	IT SERVICE	$20,000.00	$523.00	$14,034.89	$5,965.11	70.17
01-11-547	ELECTRICAL INSPECTION	$1,000.00	$90.00	$495.00	$505.00	49.50
01-11-549	OTHER PROFESSIONAL SERVICES	$44,900.00	$1,171.72	$17,249.32	$27,650.68	38.42
01-11-549-1	VILLAGE VISION	$2,000.00	$0.00	$275.00	$1,725.00	13.75
01-11-551	POSTAGE	$2,100.00	$141.30	$1,451.26	$648.74	69.11
01-11-552	TELEPHONE/ INTERNET SERVICES	$2,700.00	$372.68	$3,117.55	$417.55-	115.46
01-11-553	PUBLISHING	$2,500.00	$68.62	$1,498.50	$1,001.50	59.94
01-11-554	PRINTING	$2,500.00	$336.00	$996.00	$1,504.00	39.84
01-11-556	CODIFICATION SERVICES	$5,000.00	$1,983.48	$1,983.48	$3,016.52	39.67
01-11-560	PROFESSIONAL DEVELOPMENT	$18,600.00	$3,265.92	$10,207.79	$8,392.21	54.88
01-11-571	UTILITIES	$9,000.00	$653.29	$4,834.83	$4,165.17	53.72
01-11-594	RISK MANAGEMENT CONTRIBUTION	$76,000.00	$0.00	$0.00	$76,000.00	.00
01-11-611	BUILDING MAINTENANCE SUPPLIES	$700.00	$0.00	$197.09	$502.91	28.16
01-11-612	EQUIPMENT MAINTENANCE SUPPLIES	$100.00	$0.00	$35.39	$64.61	35.39
01-11-617	GROUND MAINTENANCE SUPPLIES	$200.00	$0.00	$0.00	$200.00	.00
01-11-651	OFFICE SUPPLIES/FURNITURE	$11,500.00	$237.51	$1,635.93	$9,864.07	14.23
01-11-651-1	COMPUTER/EQUIPMENT	$3,000.00	$0.00	$1,569.95	$1,430.05	52.33
01-11-654	JANITORIAL SUPPLIES	$400.00	$33.23	$385.48	$14.52	96.37
01-11-929	MISCELLANEOUS EXPENSE	$2,000.00	$0.00	$1,957.38	$42.62	97.87
01-11-929-1	COMMUNITY ROOM REFUNDS	$300.00	$0.00	$330.00	$30.00-	110.00
01-11-999-2	INTERFUND OPERA TRANS BLDG FUND	$1,628,000.00	$0.00	$1,628,000.00	$0.00	100.00
01-11-999-3	INTERFUND OPERA TRANS CAPITAL PR	$1,744,020.00	$0.00	$1,744,000.00	$20.00	100.00
01-11-999-4	INTERFUND OPERA TRANS ECONOMIC D	$250,000.00	$0.00	$250,000.00	$0.00	100.00
01-11-999-5	WATER FUND IEPA TRANSFER	$1,370,000.00	$0.00	$1,384,745.72	$14,745.72-	101.08
01-11-999-7	SCHOOL AGREEMENT	$1,003,500.00	$96,889.57	$614,326.52	$389,173.48	61.22
	** TOTAL EXPENSE	$7,284,470.00	$153,169.37	$6,363,020.95	$921,449.05	87.35
	DEPARTMENT 11 TOTALS	$7,284,470.00C	$153,169.37CR	$6,363,020.95C	$921,449.05-	87.35

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	ACTUAL M-T-D	ACTUAL Y-T-D	UNEXPENDED BUDGET	% USED
	STREETS					
01-41-421	SALARIES-REGULAR	$200,000.00	$37,437.69	$183,572.90	$16,427.10	91.79
01-41-423	SALARIES-OVERTIME	$5,000.00	$1,335.09	$10,096.78	$5,096.78-	201.94
01-41-451	HEALTH/DENTAL/VISION INSURANCE	$44,900.00	$4,833.72	$45,061.47	$161.47-	100.36
01-41-461	FICA (CONTRIUBTION)	$16,000.00	$2,858.45	$14,105.27	$1,894.73	88.16
01-41-462	I M R F (CONTRIBUTION)	$20,200.00	$3,823.00	$19,091.19	$1,108.81	94.51
01-41-471	UNIFORM ALLOWANCE	$1,000.00	$179.00	$1,134.78	$134.78-	113.48
01-41-511	BUILDING MAINTENANCE SERVICE	$25,000.00	$0.00	$2,413.04	$22,586.96	9.65
01-41-512	EQUIPMENT MAINTENANCE SERVICE	$12,000.00	$3,000.00	$19,365.63	$7,365.63-	161.38
01-41-513	VEHICLE MAINTENANCE SERVICE	$5,000.00	$541.40	$4,141.13	$858.87	82.82
01-41-514	STREET MAINTENANCE SERIVCE	$20,000.00	$17,319.08	$35,800.18	$15,800.18-	179.00
01-41-514-1	BRIDGE INSPECTION(S)	$6,000.00	$0.00	$2,006.47	$3,993.53	33.44
01-41-515	NOI STORMWATER MAINTENANCE SERVI	$5,000.00	$0.00	$1,250.00	$3,750.00	25.00
01-41-515-1	STREET STORM SEWER MAINTENANCE	$10,000.00	$0.00	$5,932.00	$4,068.00	59.32
01-41-517	GROUND MAINTENANCE SERVICE	$22,000.00	$3,100.00	$8,265.00	$13,735.00	37.57
01-41-517-1	LANDSCAPING TREE SERVICES	$5,000.00	$0.00	$0.00	$5,000.00	.00
01-41-518	SIDEWALK MAINTENANCE	$12,000.00	$19,419.77	$35,844.44	$23,844.44-	298.70
01-41-532	ENGINEERING SERVICE	$2,000.00	$932.28	$5,504.56	$3,504.56-	275.23
01-41-534	MEDICAL SERVICE	$200.00	$0.00	$0.00	$200.00	.00
01-41-549	OTHER PROFESSIONAL SERVICES	$7,000.00	$99.95	$1,974.42	$5,025.58	28.21
01-41-552	TELEPHONE	$750.00	$104.87	$861.29	$111.29-	114.84
01-41-560	PROFESSIONAL DEVELOPMENT	$4,000.00	$0.00	$1,997.04	$2,002.96	49.93
01-41-571	UTILITIES	$10,000.00	$517.76	$6,693.53	$3,306.47	66.94
01-41-572	STREET LIGHTING & REPAIRS	$40,000.00	$4,525.18	$34,560.73	$5,439.27	86.40
01-41-578	DUMPSTER ROLL OFF/TRASH	$4,000.00	$860.11	$3,750.41	$249.59	93.76
01-41-579	TRAFFIC LIGHTS & REPAIRS	$12,500.00	$317.51	$9,449.52	$3,050.48	75.60
01-41-611	BUILDING MAINTENANCE SUPPLIES	$250.00	$0.00	$1,000.78	$750.78-	400.31
01-41-612	EQUIPMENT MAINTENANCE SUPPLIES	$3,000.00	$0.00	$355.58	$2,644.42	11.85
01-41-613	VEHICLE MAINTENANCE SUPPLIES	$500.00	$0.00	$1,078.59	$578.59-	215.72
01-41-614	STREET MAINTENANCE SUPPLIES	$5,000.00	$222.00	$3,043.23	$1,956.77	60.86
01-41-615-1	STORM SEWER MAINTENANCE SUPPLIES	$3,000.00	$0.00	$185.00	$2,815.00	6.17
01-41-616	SNOW REMOVAL SUPPLIES	$18,000.00	$0.00	$15,256.87	$2,743.13	84.76
01-41-617	GROUND MAINTENANCE SUPPLIES	$5,000.00	$0.00	$1,520.38	$3,479.62	30.41
01-41-617-1	LANDSCAPING TREES	$1,000.00	$0.00	$0.00	$1,000.00	.00
01-41-618	SIDEWALK MAINTENANCE SUPPLIES	$750.00	$0.00	$0.00	$750.00	.00
01-41-651	OFFICE SUPPLIES	$1,000.00	$683.92	$1,223.79	$223.79-	122.38
01-41-651-1	COMPUTER/EQUIPMENT	$500.00	$0.00	$591.95	$91.95-	118.39
01-41-652	OPERATING SUPPLIES	$12,000.00	$243.93	$7,401.00	$4,599.00	61.68
01-41-653	SMALL TOOLS	$1,500.00	$1.98	$913.55	$586.45	60.90
01-41-654	JANITORIAL SUPPLIES	$3,000.00	$1,659.34	$2,747.76	$252.24	91.59
01-41-655	FUEL	$12,000.00	$3,104.45	$21,940.23	$9,940.23-	182.84
01-41-929	MISCELLANEOUS EXPENSE	$1,500.00	$0.00	$174.16	$1,325.84	11.61
	** TOTAL EXPENSE	$557,550.00	$107,120.48	$510,304.65	$47,245.35	91.53
	DEPARTMENT 41 TOTALS	$557,550.00C	$107,120.48CR	$510,304.65C	$47,245.35-	91.53

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	ACTUAL M-T-D	Y-T-D	UNEXPENDED BUDGET	% USED
	PARK					
01-52-421	SALARIES-REGULAR	$105,000.00	$10,829.21	$77,185.69	$27,814.31	73.51
01-52-423	SALARIES-OVERTIME	$7,500.00	$756.88	$6,059.74	$1,440.26	80.80
01-52-451	HEALTH/DENTAL/VISION INSURANCE	$57,700.00	$4,941.08	$42,041.45	$15,658.55	72.86
01-52-461	FICA (CONTRIBUTION)	$8,600.00	$860.96	$6,090.33	$2,509.67	70.82
01-52-462	IMRF CONTRIBUTION	$11,100.00	$1,115.15	$6,903.55	$4,196.45	62.19
01-52-471	UNIFORM ALLOWANCE	$250.00	$0.00	$200.00	$50.00	80.00
01-52-511	BUILDING MAINTENANCE SERVICE	$15,000.00	$340.00	$4,923.50	$10,076.50	32.82
01-52-512	EQUIPMENT MAINTENANCE SERVICE	$8,000.00	$639.56	$1,820.49	$6,179.51	22.76
01-52-513	VEHICLE MAINTENANCE SERVICE	$250.00	$0.00	$0.00	$250.00	.00
01-52-517	GROUND MAINTENANCE SERVICES	$60,000.00	$0.00	$6,908.00	$53,092.00	11.51
01-52-517-1	PARK LANDSCAPING SERVICE	$60,000.00	$0.00	$0.00	$60,000.00	.00
01-52-520	BIKE TRAIL MAINT. SERVICE	$20,000.00	$720.00	$10,743.40	$9,256.60	53.72
01-52-549	OTHER PROFESSIONAL SERVICE	$10,000.00	$0.00	$0.00	$10,000.00	.00
01-52-571	UTILITIES	$15,000.00	$1,044.30	$9,124.02	$5,875.98	60.83
01-52-578	TRASH SERVICE (DUMPSTER)	$3,000.00	$413.87	$4,365.44	$1,365.44-	145.51
01-52-611	BUILDING MAINTENANCE SUPPLIES	$2,000.00	$0.00	$665.60	$1,334.40	33.28
01-52-612	EQUIPMENT MAINTENANCE SUPPLIES	$30,000.00	$1,028.65	$33,981.91	$3,981.91-	113.27
01-52-617	GROUND MAINTENANCE SUPPLIES	$33,000.00	$74.76	$25,901.46	$7,098.54	78.49
01-52-617-1	PARK LANDSCAPING	$20,000.00	$0.00	$2,129.85	$17,870.15	10.65
01-52-620	BIKE PATH MAINTENANCE	$1,000.00	$0.00	$0.00	$1,000.00	.00
01-52-652	OPERATING SUPPLIES	$10,000.00	$133.63	$6,192.53	$3,807.47	61.93
01-52-653	SMALL TOOLS	$500.00	$0.00	$537.13	$37.13-	107.43
01-52-654	JANITORIAL SUPPLIES	$4,000.00	$209.61	$2,101.13	$1,898.87	52.53
01-52-655	FUEL	$8,000.00	$2,056.43	$11,719.61	$3,719.61-	146.50
01-52-810	CAPITAL OUTLAY-LAND ACQUISITION	$0.00	$0.00	$347,197.80	$347,197.80-	.00
01-52-913	SUMMER PARK PROGRAM	$5,000.00	$0.00	$5,000.00	$0.00	100.00
01-52-929	MISCELLANEOUS EXPENSE	$5,000.00	$60.00	$1,400.99	$3,599.01	28.02
	** TOTAL EXPENSE	$499,900.00	$25,224.09	$613,193.62	$113,293.62-	122.66
	DEPARTMENT 52 TOTALS	$499,900.00C	$25,224.09CR	$613,193.62C	$113,293.62	122.66

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	ACTUAL M-T-D	ACTUAL Y-T-D	UNEXPENDED BUDGET	% USED
	LIBRARY					
01-53-421	SALARIES-REGULAR	$222,000.00	$26,851.91	$168,513.96	$53,486.04	75.91
01-53-423	SALARIES-OVERTIME	$1,350.00	$162.31	$1,206.22	$143.78	89.35
01-53-451	HEALTH/DENTAL/VISION INSURANCE	$34,000.00	$2,238.93	$21,983.41	$12,016.59	64.66
01-53-461	FICA (CONTRIBUTION)	$17,500.00	$2,047.33	$12,806.19	$4,693.81	73.18
01-53-462	I M R F (CONTRIBUTION)	$22,000.00	$2,663.62	$16,096.75	$5,903.25	73.17
01-53-471	UNIFORM ALLOWANCE	$100.00	$0.00	$64.95	$35.05	64.95
01-53-511	BUILDING MAINTENANCE SERVICE	$5,000.00	$2,871.00	$2,903.50	$2,096.50	58.07
01-53-512	EQUIPMENT/LEASE MAINTENANCE SERV	$2,500.00	$189.96	$1,437.94	$1,062.06	57.52
01-53-537	DATA PROCESSING SERVICE	$11,000.00	$0.00	$7,564.66	$3,435.34	68.77
01-53-540	ONLINE SOURCES	$10,500.00	$0.00	$3,124.00	$7,376.00	29.75
01-53-540-1	DIGITAL LIBRARY SERVICE	$3,000.00	$0.00	$1,350.00	$1,650.00	45.00
01-53-549	OTHER PROFESSIONAL SERVICES	$4,000.00	$318.95	$1,554.90	$2,445.10	38.87
01-53-551	POSTAGE	$500.00	$46.44	$176.44	$323.56	35.29
01-53-552	TELEPHONE	$2,500.00	$75.17	$1,516.04	$983.96	60.64
01-53-560	PROFESSIONAL DEVELOPMENT	$2,000.00	$0.00	$479.99	$1,520.01	24.00
01-53-571	UTILITIES	$16,000.00	$1,714.51	$11,191.82	$4,808.18	69.95
01-53-578	TRASH SERVICE (DUMPSTER)	$1,700.00	$154.16	$1,325.99	$374.01	78.00
01-53-611	BUILDING MAINTENANCE SUPPLIES	$500.00	$0.00	$113.14	$386.86	22.63
01-53-612	EQUIPMENT MAINTENANCE SUPPLIES	$1,000.00	$0.00	$0.00	$1,000.00	.00
01-53-617	GROUND MAINTENANCE SUPPLIES	$500.00	$0.00	$112.71	$387.29	22.54
01-53-651	OFFICE SUPPLIES	$3,500.00	$96.22	$1,992.39	$1,507.61	56.93
01-53-651-1	COMPUTER/EQUIPMENT	$10,000.00	$0.00	$579.99	$9,420.01	5.80
01-53-651-3	FURNITURE	$1,000.00	$759.05	$759.05	$240.95	75.91
01-53-654	JANITORIAL SUPPLIES	$1,000.00	$51.00	$396.72	$603.28	39.67
01-53-659	LIBRARY SUPPLIES	$1,000.00	$240.12	$313.31	$686.69	31.33
01-53-671	BOOKS	$35,000.00	$4,130.34	$18,118.87	$16,881.13	51.77
01-53-672	PERIODICALS	$10,500.00	$472.75	$2,157.74	$8,342.26	20.55
01-53-681	AUDIO VISUAL	$8,000.00	$78.87	$2,534.13	$5,465.87	31.68
01-53-909	PURCHASES FROM DONATIONS	$3,000.00	$0.00	$1,983.94	$1,016.06	66.13
01-53-910	REIMBURSEMENT TO OTHER LIBRARIES	$200.00	$0.00	$9.95	$190.05	4.98
01-53-912	LIBRARY ACCESSORIES	$1,000.00	$0.00	$68.31	$931.69	6.83
01-53-913	PROMOTIONAL AND PROGRAMMING	$15,500.00	$1,641.49	$13,599.86	$1,900.14	87.74
01-53-929	MISCELLANEOUS EXPENSE	$500.00	$0.00	$0.00	$500.00	.00
	** TOTAL EXPENSE	$447,850.00	$46,804.13	$296,036.87	$151,813.13	66.10
	DEPARTMENT 53 TOTALS	$447,850.00C	$46,804.13CR	$296,036.87C	$151,813.13-	66.10
** FUND	01 TOTAL		$346,635.91	$3,081,398.92CR		
EXPENSE TOTAL		$8,945,745.00	$333,390.57	$7,864,073.74	$1,081,671.26	
REVENUE TOTAL		$5,873,000.00	$680,026.48	$4,782,674.82	$1,090,325.18	

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	ACTUAL M-T-D	Y-T-D	UNEXPENDED BUDGET	% USED
15-00-343	MOTOR FUEL TAX - ST OF IL	$200,000.00	$49,768.26	$180,295.18	$19,704.82	90.15
15-00-381	INTEREST INCOME	$3,000.00	$1,969.67	$7,915.31	$4,915.31-	263.84
	** TOTAL REVENUE	$203,000.00	$51,737.93	$188,210.49	$14,789.51	92.71
15-00-864-2	MOON & ELWOOD STREET SIDEWALK IM	$32,200.00	$0.00	$0.00	$32,200.00	.00
15-00-874-2	BARNETT AVE RECONSTRUCTION	$82,000.00	$0.00	$0.00	$82,000.00	.00
	** TOTAL EXPENSE	$114,200.00	$0.00	$0.00	$114,200.00	.00
	DEPARTMENT 00 TOTALS	$88,800.00	$51,737.93	$188,210.49	$99,410.49-	211.95
** FUND	15 TOTAL		$51,737.93	$188,210.49		
EXPENSE TOTAL		$114,200.00	$0.00	$0.00	$114,200.00	
REVENUE TOTAL		$203,000.00	$51,737.93	$188,210.49	$14,789.51	

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	ACTUAL M-T-D	Y-T-D	UNEXPENDED BUDGET	% USED
16-00-314	HOTEL/MOTEL 5%TAX	$250,000.00	$41,844.85	$320,242.66	$70,242.66-	128.10
16-00-381	INTEREST INCOME	$2,200.00	$321.23	$2,251.98	$51.98-	102.36
	** TOTAL REVENUE	$252,200.00	$42,166.08	$322,494.64	$70,294.64-	127.87
16-00-421	SALARIES-REGULAR	$1,200.00	$0.00	$0.00	$1,200.00	.00
16-00-423	SALARIES-OVERTIME	$3,000.00	$0.00	$0.00	$3,000.00	.00
16-00-461	FICA CONTRIBUTION	$300.00	$0.00	$0.00	$300.00	.00
16-00-462	I M R F CONTRIBUTION	$400.00	$0.00	$0.00	$400.00	.00
16-00-890	DISC GOLF COURSE UPDATES	$5,000.00	$0.00	$0.00	$5,000.00	.00
16-00-893-1	D # 1 & 2 MISC. UPDATES/CHANGES	$10,000.00	$0.00	$0.00	$10,000.00	.00
16-00-911	OTHER EVENTS	$15,000.00	$0.00	$8,033.12	$6,966.88	53.55
16-00-911-3	DACVB	$75,000.00	$0.00	$75,000.00	$0.00	100.00
16-00-911-4	ASA TOURNAMENT	$5,000.00	$0.00	$0.00	$5,000.00	.00
16-00-911-5	DISC GOLF TOURNAMENT	$7,500.00	$433.86	$3,785.36	$3,714.64	50.47
16-00-929	MISCELLANEOUS EXPENSE	$0.00	$0.00	$1,450.00	$1,450.00-	.00
	** TOTAL EXPENSE	$122,400.00	$433.86	$88,268.48	$34,131.52	72.11
	DEPARTMENT 00 TOTALS	$129,800.00	$41,732.22	$234,226.16	$104,426.16-	180.45
** FUND	16 TOTAL		$41,732.22	$234,226.16		
EXPENSE TOTAL		$122,400.00	$433.86	$88,268.48	$34,131.52	
REVENUE TOTAL		$252,200.00	$42,166.08	$322,494.64	$70,294.64-	

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	ACTUAL M-T-D	ACTUAL Y-T-D	UNEXPENDED BUDGET	% USED
18-00-311-9	PROPERTY TAX TIF	$248,893.00	$77,355.34	$197,379.92	$51,513.08	79.30
18-00-381	INTEREST INCOME	$400.00	$103.88	$611.23	$211.23-	152.81
	** TOTAL REVENUE	$249,293.00	$77,459.22	$197,991.15	$51,301.85	79.42
18-00-531	ACCOUNTING SERVICES	$1,550.00	$0.00	$1,550.00	$0.00	100.00
18-00-549	OTHER PROFESSIONAL SERVICES	$18,800.00	$0.00	$8,567.50	$10,232.50	45.57
18-00-928	REDEVELOPMENT AGREEMENT PAYMENTS	$58,000.00	$12,833.30	$12,833.30	$45,166.70	22.13
18-00-999-7	SCHOOL AGREEMENT	$49,800.00	$0.00	$0.00	$49,800.00	.00
	** TOTAL EXPENSE	$128,150.00	$12,833.30	$22,950.80	$105,199.20	17.91
	DEPARTMENT 00 TOTALS	$121,143.00	$64,625.92	$175,040.35	$53,897.35-	144.49
** FUND	18 TOTAL		$64,625.92	$175,040.35		
EXPENSE TOTAL		$128,150.00	$12,833.30	$22,950.80	$105,199.20	
REVENUE TOTAL		$249,293.00	$77,459.22	$197,991.15	$51,301.85	

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	ACTUAL M-T-D	ACTUAL Y-T-D	UNEXPENDED BUDGET	% USED
30-00-375	IEPA LOAN FOR WELL 7	$600,000.00	$0.00	$0.00	$600,000.00	.00
30-00-381	INTEREST INCOME	$11,000.00	$1,157.54	$10,636.37	$363.63	96.69
30-00-399	INTER FUND TRANSFERS IN	$1,744,020.00	$0.00	$1,744,000.00	$20.00	100.00
	** TOTAL REVENUE	$2,355,020.00	$1,157.54	$1,754,636.37	$600,383.63	74.51
30-00-810-2	DESIGN WELL	$0.00	$7,229.67	$23,302.98	$23,302.98-	.00
30-00-810-5	AUTO TRANSFER SWITCH GEN(SEWER D	$0.00	$0.00	$36,159.00	$36,159.00-	.00
30-00-810-6	WELL 7 & RAW WATER MAIN EXTENSIO	$890,600.00	$0.00	$0.00	$890,600.00	.00
30-00-810-7	300-500 GPM PUMP (CONTINGENCY PL	$25,000.00	$0.00	$0.00	$25,000.00	.00
30-00-810-8	WATER TOWER,GROUND STORAGE TANK,	$94,000.00	$0.00	$0.00	$94,000.00	.00
30-00-810-9	AKERS DRIVE WATER MAIN REPLACEME	$95,000.00	$0.00	$0.00	$95,000.00	.00
30-00-831	MOWER REPLACEMENT	$30,000.00	$0.00	$17,379.37	$12,620.63	57.93
30-00-835	GRADE SCHOOL WALKING TRAIL	$201,605.00	$2,252.78	$2,252.78	$199,352.22	1.12
30-00-851	REPAIR LIBRARY/COMM BLDG EXTERIO	$110,000.00	$0.00	$0.00	$110,000.00	.00
30-00-860	RESURFACE PARKING LOTS A,B,C&D	$75,000.00	$0.00	$0.00	$75,000.00	.00
30-00-861	GOLF CART	$20,000.00	$0.00	$0.00	$20,000.00	.00
30-00-862	TRUCK PURCHASE	$30,000.00	$0.00	$28,542.00	$1,458.00	95.14
30-00-862-3	BACKHOE CLAW ATTACHMENT	$6,000.00	$0.00	$0.00	$6,000.00	.00
30-00-862-5	DUMP TRUCK	$40,000.00	$0.00	$0.00	$40,000.00	.00
30-00-862-6	TRACTOR	$25,000.00	$0.00	$25,250.00	$250.00-	101.00
30-00-862-7	TRAILER	$5,000.00	$0.00	$5,150.00	$150.00-	103.00
30-00-864-3	AVALON BLVD RECONSTRUCTION	$295,000.00	$12,360.00	$28,995.71	$266,004.29	9.83
30-00-864-4	WOODLAND HILLS REHABILITATION	$79,200.00	$0.00	$0.00	$79,200.00	.00
30-00-864-5	SCHROLL PT PAVEMENT MAINT	$136,700.00	$4,725.44	$164,537.38	$27,837.38-	120.36
30-00-864-6	COX ST. EXTENSION	$100,000.00	$0.00	$0.00	$100,000.00	.00
30-00-864-7	GRAYHAWK SUB D REHABILITATION	$500,000.00	$22,500.00	$22,500.00	$477,500.00	4.50
30-00-874	GREENBRIER SUBD REHAB	$832,000.00	$148,649.97	$663,638.84	$168,361.16	79.76
30-00-874-1	AKERS,HOME IMPROV	$402,000.00	$14,625.54	$228,448.85	$173,551.15	56.83
30-00-882	ANNUAL PAVEMENT DESIGN	$182,000.00	$9,319.80	$19,863.32	$162,136.68	10.91
30-00-892	PARK TRAIL RESTORATION, SEALCOAT	$75,000.00	$0.00	$0.00	$75,000.00	.00
30-00-895-3	TRAIL LIGHTING HUNDLEY/SHADOW RI	$35,000.00	$0.00	$0.00	$35,000.00	.00
30-00-895-4	INSTALL LIGHTS PARKING LOTS A,B&	$0.00	$0.00	$38,150.00	$38,150.00-	.00
30-00-895-7	VETERAN'S POND REPAIR	$47,500.00	$0.00	$613.60	$46,886.40	1.29
30-00-895-8	N HUNDLEY TO END OF W FORSYTH PK	$35,000.00	$0.00	$0.00	$35,000.00	.00
	** TOTAL EXPENSE	$4,366,605.00	$221,663.20	$1,304,783.83	$3,061,821.17	29.88
	DEPARTMENT 00 TOTALS	$2,011,585.00C	$220,505.66CR	$449,852.54	$2,461,437.54-	22.36-
** FUND	30 TOTAL		$220,505.66CR	$449,852.54		
EXPENSE TOTAL		$4,366,605.00	$221,663.20	$1,304,783.83	$3,061,821.17	
REVENUE TOTAL		$2,355,020.00	$1,157.54	$1,754,636.37	$600,383.63	

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	ACTUAL M-T-D	ACTUAL Y-T-D	UNEXPENDED BUDGET	% USED
31-00-381	INTEREST REVENUE	$3,000.00	$427.78	$3,341.41	$341.41-	111.38
31-00-399	INTER FUND TRANSFERS IN	$250,000.00	$0.00	$250,000.00	$0.00	100.00
	** TOTAL REVENUE	$253,000.00	$427.78	$253,341.41	$341.41-	100.13
	DEPARTMENT 00 TOTALS	$253,000.00	$427.78	$253,341.41	$341.41-	100.13
** FUND	31 TOTAL		$427.78	$253,341.41		
EXPENSE TOTAL		$0.00	$0.00	$0.00	$0.00	
REVENUE TOTAL		$253,000.00	$427.78	$253,341.41	$341.41-	

G/L ACCT NUMBER	TITLE		FISCAL BUDGET	ACTUAL M-T-D	ACTUAL Y-T-D	UNEXPENDED BUDGET	% USED
32-00-344	GRANT		$236,475.00	$236,719.25	$236,719.25	$244.25-	100.10
32-00-381	INTEREST REVENUE		$300.00	$125.82	$466.58	$166.58-	155.53
	** TOTAL REVENUE		$236,775.00	$236,845.07	$237,185.83	$410.83-	100.17
	DEPARTMENT 00 TOTALS		$236,775.00	$236,845.07	$237,185.83	$410.83-	100.17
** FUND	32	TOTAL		$236,845.07	$237,185.83		
EXPENSE TOTAL			$0.00	$0.00	$0.00	$0.00	
REVENUE TOTAL			$236,775.00	$236,845.07	$237,185.83	$410.83-	

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	ACTUAL M-T-D	ACTUAL Y-T-D	UNEXPENDED BUDGET	% USED
38-00-344	GRANTS	$400,000.00	$0.00	$0.00	$400,000.00	.00
38-00-381	INTEREST INCOME	$3,000.00	$402.62	$3,054.95	$54.95-	101.83
38-00-399	INTERFUND TRANSFERS	$1,628,000.00	$0.00	$1,628,000.00	$0.00	100.00
	** TOTAL REVENUE	$2,031,000.00	$402.62	$1,631,054.95	$399,945.05	80.31
38-00-863-1	OSLAD DESIGN CONSTRUCTION OBSERV	$1,628,000.00	$0.00	$0.00	$1,628,000.00	.00
	** TOTAL EXPENSE	$1,628,000.00	$0.00	$0.00	$1,628,000.00	.00
	DEPARTMENT 00 TOTALS	$403,000.00	$402.62	$1,631,054.95	$1,228,054.95-	404.73
** FUND	38 TOTAL		$402.62	$1,631,054.95		
EXPENSE TOTAL		$1,628,000.00	$0.00	$0.00	$1,628,000.00	
REVENUE TOTAL		$2,031,000.00	$402.62	$1,631,054.95	$399,945.05	

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	ACTUAL M-T-D	Y-T-D	UNEXPENDED BUDGET	% USED
51-00-361	WATER REVENUE	$440,000.00	$44,303.83	$318,706.10	$121,293.90	72.43
51-00-365	TAP ON FEES	$3,000.00	$550.00	$4,080.00	$1,080.00-	136.00
51-00-367	METERS/INSPECTIONS	$3,000.00	$1,975.00	$6,805.00	$3,805.00-	226.83
51-00-372	OREANA WATER REVENUE	$45,000.00	$5,890.82	$47,200.20	$2,200.20-	104.89
51-00-381	INTEREST INCOME	$700.00	$44.83	$361.52	$338.48	51.65
51-00-389	MISCELLANEOUS	$5,500.00	$0.00	$4,015.55	$1,484.45	73.01
51-00-399	INTERFUND TRANSFERS (IEPA)	$1,370,000.00	$0.00	$1,384,745.72	$14,745.72-	101.08
	** TOTAL REVENUE	$1,867,200.00	$52,764.48	$1,765,914.09	$101,285.91	94.58
51-00-421	SALARIES-REGULAR	$99,800.00	$269.73	$39,188.56	$60,611.44	39.27
51-00-423	SALARIES-OVERTIME	$5,000.00	$95.70	$4,456.07	$543.93	89.12
51-00-451	HEALTH/DENTAL/VISION INSURANCE	$20,200.00	$1,650.17	$16,526.91	$3,673.09	81.82
51-00-461	FICA (CONTRIBUTION)	$8,000.00	$27.94	$3,212.26	$4,787.74	40.15
51-00-462	I M R F CONTRIBUTION	$10,300.00	$36.04	$4,303.33	$5,996.67	41.78
51-00-471	UNIFORMS	$300.00	$0.00	$200.00	$100.00	66.67
51-00-511	BUILDING MAINTENANCE SERVICE	$50,000.00	$347.50	$16,587.00	$33,413.00	33.17
51-00-512	EQUIPMENT MAINTENANCE SERVICE	$82,000.00	$1,495.95	$10,682.30	$71,317.70	13.03
51-00-513	VEHICLE MAINTENANCE SERVICE	$500.00	$0.00	$0.00	$500.00	.00
51-00-532	ENGINEERING SERVICE	$5,000.00	$747.48	$14,270.51	$9,270.51-	285.41
51-00-547	PLUMBING INSPECTION	$1,500.00	$0.00	$0.00	$1,500.00	.00
51-00-549	OTHER PROFESSIONAL SERVICES	$55,000.00	$5,429.95	$32,488.22	$22,511.78	59.07
51-00-549-1	OUT SOURCE UTILITY BILLING	$6,500.00	$525.39	$4,102.30	$2,397.70	63.11
51-00-549-2	ONLINE PAYMENT FEES	$2,800.00	$342.85	$2,231.84	$568.16	79.71
51-00-551	POSTAGE	$100.00	$0.00	$0.00	$100.00	.00
51-00-552	TELEPHONE	$3,000.00	$271.05	$2,300.43	$699.57	76.68
51-00-560	PROFESSIONAL DEVELOPMENT	$3,000.00	$875.00	$1,282.00	$1,718.00	42.73
51-00-571	UTILITIES	$46,000.00	$7,224.86	$34,711.25	$11,288.75	75.46
51-00-611	BUILDING MAINTANENCE SUPPLIES	$2,500.00	$0.00	$929.20	$1,570.80	37.17
51-00-612	EQUIPMENT MAINTENANCE SUPPLIES	$7,500.00	$0.00	$16,683.37	$9,183.37-	222.44
51-00-613	VEHICLE MAINTENANCE SUPPLIES	$100.00	$0.00	$0.00	$100.00	.00
51-00-617	GROUND MAINTENANCE SUPPLIES	$1,000.00	$0.00	$0.00	$1,000.00	.00
51-00-651	OFFICE SUPPLIES	$100.00	$0.00	$0.00	$100.00	.00
51-00-651-1	COMPUTER/EQUIPMENT	$1,000.00	$0.00	$69.98	$930.02	7.00
51-00-652	OPERATING SUPPLIES (METERS)	$15,000.00	$0.00	$14,364.82	$635.18	95.77
51-00-653	SMALL TOOLS	$100.00	$0.00	$16.29	$83.71	16.29
51-00-654	JANITORIAL SUPPLIES	$100.00	$0.00	$0.00	$100.00	.00
51-00-655	FUEL	$500.00	$0.00	$250.01	$249.99	50.00
51-00-656	CHEMICALS	$210,000.00	$29,135.12	$196,719.99	$13,280.01	93.68
51-00-929	MISCELLANEOUS EXPENSE	$100.00	$14.52CR	$109.37	$9.37-	109.37
51-00-997	WATER PLANT IEPA LOAN PAYMENT	$1,370,000.00	$0.00	$1,384,745.72	$14,745.72-	101.08
	** TOTAL EXPENSE	$2,007,000.00	$48,460.21	$1,800,431.73	$206,568.27	89.71
	DEPARTMENT 00 TOTALS	$139,800.00C	$4,304.27	$34,517.64C	$105,282.36-	24.69

** FUND 51	TOTAL		$4,304.27	$34,517.64CR	
EXPENSE TOTAL		$2,007,000.00	$48,460.21	$1,800,431.73	$206,568.27
REVENUE TOTAL		$1,867,200.00	$52,764.48	$1,765,914.09	$101,285.91

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	ACTUAL M-T-D	ACTUAL Y-T-D	UNEXPENDED BUDGET	% USED
52-00-362	SEWER REVENUE	$312,000.00	$26,337.50	$222,704.61	$89,295.39	71.38
52-00-365	FEES & PERMITS	$1,000.00	$0.00	$1,000.00	$0.00	100.00
52-00-369	MONTEZUMA SEWERS	$4,100.00	$223.39	$2,531.31	$1,568.69	61.74
52-00-370	HP ESTATES SEWER	$4,100.00	$318.36	$2,865.24	$1,234.76	69.88
52-00-371	HP PARK SUBDIVISION SEWER	$750.00	$45.48	$2,042.05	$1,292.05-	272.27
52-00-381	INTEREST INCOME	$700.00	$101.65	$801.81	$101.81-	114.54
52-00-389	MISCELLANEOUS	$1,600.00	$0.00	$0.00	$1,600.00	.00
	** TOTAL REVENUE	$324,250.00	$27,026.38	$231,945.02	$92,304.98	71.53
52-00-421	SALARIES-REGULAR	$19,700.00	$1,285.74	$12,153.68	$7,546.32	61.69
52-00-423	SALARIES-OVERTIME	$820.00	$626.64	$1,135.79	$315.79-	138.51
52-00-451	HEALTH/DENTAL/VISION INSURANCE	$15,200.00	$1,241.75	$12,392.29	$2,807.71	81.53
52-00-461	FICA (CONTRIBUTION)	$1,600.00	$144.59	$982.23	$617.77	61.39
52-00-462	I M R F CONTRIBUTION	$2,100.00	$188.56	$1,310.28	$789.72	62.39
52-00-471	UNIFORM ALLOWANCE	$250.00	$0.00	$200.00	$50.00	80.00
52-00-512	EQUIPMENT MAINTENANCE SERVICE	$25,000.00	$125.80	$14,333.65	$10,666.35	57.33
52-00-513	VEHICLE MAINTENANCE SERVICE	$400.00	$0.00	$77.95	$322.05	19.49
52-00-517	GROUND MAINTENANCE SERVICE	$4,000.00	$0.00	$0.00	$4,000.00	.00
52-00-517-1	LANDSCAPING TREE SERVICES	$2,000.00	$0.00	$0.00	$2,000.00	.00
52-00-532	ENGINEERING SERVICE	$100.00	$0.00	$0.00	$100.00	.00
52-00-549	OTHER PROFESSIONAL SERVICES	$1,500.00	$0.00	$30.00	$1,470.00	2.00
52-00-549-1	OUT SOURCE UTILITY BILLING	$6,500.00	$525.40	$4,102.32	$2,397.68	63.11
52-00-549-2	ONLINE PAYMENT FEES	$2,800.00	$342.84	$2,231.85	$568.15	79.71
52-00-552	TELEPHONE	$4,000.00	$311.23	$3,404.67	$595.33	85.12
52-00-571	UTILITIES	$7,000.00	$525.68	$4,227.33	$2,772.67	60.39
52-00-578	SEWER DISCHARGE FEE	$240,000.00	$21,969.27	$162,852.63	$77,147.37	67.86
52-00-612	EQUIPMENT MAINTENANCE SUPPLIES	$5,000.00	$0.00	$2,444.34	$2,555.66	48.89
52-00-613	VEHICLE MAINTENANCE SUPPLIES	$100.00	$0.00	$0.00	$100.00	.00
52-00-652	OPERATING SUPPLIES	$1,000.00	$0.00	$745.47	$254.53	74.55
52-00-653	SMALL TOOLS	$150.00	$0.00	$0.00	$150.00	.00
52-00-655	FUEL	$1,500.00	$0.00	$390.12	$1,109.88	26.01
52-00-929	MISCELLANEOUS EXPENSE	$1,000.00	$0.00	$0.00	$1,000.00	.00
	** TOTAL EXPENSE	$341,720.00	$27,287.50	$223,014.60	$118,705.40	65.26
** FUND	52 TOTAL		$261.12CR	$8,930.42		
EXPENSE TOTAL		$341,720.00	$27,287.50	$223,014.60	$118,705.40	
REVENUE TOTAL		$324,250.00	$27,026.38	$231,945.02	$92,304.98	

ADMINISTRATION REPORTS

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

ENGINEER'S REPORT

Forsyth; October 18, 2022 Board Meeting

Submitted by Matthew B. Foster, P.E., PLS

Project 6928 – Maroa-Forsyth Grade School Bike Path

With the contracts approved at the last meeting, we will be working this project into our schedule shortly.

Project 7778 – The Greenbrier Rehabilitation

We are waiting on the contractor to wrap up the punch list work and provide final paperwork. A final pay estimate will be processed once those items are complete.

Project 7982 – Forsyth Park LWCF Grant Compliance

A memo regarding the current status of this project has been provided to the Board for discussion at the meeting.

Project 8000 – Well No. 7 Design

The project will be advertised next week, and bids are scheduled to be received on November 3.

Project 8241 – 2022 Asphalt Rehabilitations

We are waiting on the contractor to provide final paperwork. A final pay estimate will be processed once that is complete.

Project 8301 – Avalon Blvd Reconstruction

This project is currently on hold. We have discussed adding an alternative for an asphalt pavement and rebidding this project next year with Village staff. This will be discussed further as a part of the budgeting process.

Project 8302 – Shadow Ridge Pavement Maintenance

This project is currently on hold. We have discussed pushing this work to FY 2024 with Village staff. This will be discussed further as a part of the budgeting process.

Project 8213 – Advisory Services

Grayhawk Pavement Repairs: We have discussed the patching & curb and gutter work in FY 2023 with Village staff. This will be discussed further as a part of the budgeting process.

Veterans Pond Outfall Repairs: This project will be rebid next spring/early summer and will be scheduled to start after the DISC golf tournament.

Eastside Bike Path Maintenance: We have discussed budgeting this work in FY 2023 with Village staff. This will be discussed further as a part of the budgeting process.

IDOT US 51 Improvements: We will be setting up further discussions with IDOT on this project shortly. A memo discussing a potential project on Barnett Ave. has been provided to the Board for discussion at this meeting.

5 North Country Club Road | Decatur, IL 62521
P: 217.422.8544 | F: 217.422.0398 | www.chastainengineers.com

VILLAGE OF FORSYTH
PRIDE & PROGRESS

Library Director's Report
October 18, 2022

- I will be attending the 2022 Illinois Library Association Conference in Rosemont, IL, October 18-20th. My panelist presentation: "De-escalation: A Crucial Tool in Libraries for Promoting Intellectual Freedom" will take place on Wednesday, October 19th, 1:45-2:45 p.m. I am looking forward to this opportunity to represent the Village and the library, as well as many networking and professional development opportunities.
- The library had 2,481 visitors during the month of September, 269 more than September, 2021.
- The library circulated a total of 4,523 items during the month of September, 299 less than September, 2021. Of the 4,523 items that circulated, 2,015 items were checked out by non-Forsyth patrons at the Forsyth Public Library. Forsyth patrons checked out a total of 210 items at other area libraries last month, including: Clinton, Decatur, Maroa, Mt. Zion, and Warrensburg.
- For September's Library Card Sign-up Month, we ended up with a total of 20 new library card sign-ups (11 adult and 9 juvenile). This is a great number, as we have had some recent initiatives aimed at getting residents to visit the library, some for the first time.
- The 4th Annual Library Crawl continues through October 31st. Forsyth Public Library residents and cardholders who visit and receive stamps from 5 or more libraries on the list will be entered into a drawing for a $50 Best Buy gift card. Passports can be picked up at the Forsyth Public Library, or any of the other 124 participating libraries located in central and southern Illinois.
- We have a fun adult "Cake & Carry" drop-in event planned for Wednesday, October 19th from 10:00 a.m. - 12:00 p.m., or while supplies last. During this event, patrons will get a mug, recipes, and ingredients to make a no-bake mug cake at home using their microwave.
- Planning continues for our pre Trick or Treat Halloween event, "Nightmare on Elwood Street", Monday, October 31st from 5:30-7:00. In addition to drinks and treats, we will also be having a constume contest for kids, with staff later picking winners from two different age groups: 0-7 and 8-15.
- Youth Services Librarian, Jana Howe, and Adult Services Librarain, Pam Schmahl, have been excelling in their new roles. We have a lot of exciting events planned for the future.
- The second Illinois Libraries Present Zoom event, featuring novelist Jesmyn Ward, was postponed due to a family emergency. The reschedule date will be shared in the future. The third event, featuring best-selling author, mortician, and YouTube personality, Caitlin Doughty, will take place on Wednesday, November 16th at 7:00 p.m. Registration links will be made available soon.

Steven Ward
October 13, 2022

Public Works Report 10-13-22

Parks:
FYL Travel Baseball field preps, along with HS Girls Tennis.
Broken playground equipment removal and repairs. Waiting for new parts to arrive.

On our Park to do list is:
Trail bridges need painted, Painting scheduled for this fall.
Stump removal around the NE part of the main park and at Village Hall.

Village:
We maintained the Village Hall, the Library, and other property / easements throughout the Village.
We worked on permit locates, ordinances, and inspections.
We worked all concerns residents had.
Added asphalt to potholes.
Storm Sewer repairs.

On our Village to do list is:
Repair storm tiles in the Stevens Creek Subdivision as the broken tiles are creating some holes around drains.
Leaf pickup will begin around Oct 25th.
Continue with pothole filling.

Water Treatment Plant / Sewer:
Continued with meeting monthly / annual IEPA sampling and analysis requirements.
Working on water lead/copper rule inventory (sampling plan sites and entire Village).
Hydrant flushing completed for the Fall season.
Water flow meter has arrived, will coordinate with plumbing contractor to get it installed in the RAW water line.
Contractor will clean the exterior of our two water towers this fall.

On our Water / Sewer to do list is:
Complete monthly IEPA sampling and other required sampling.

Thanks, Darin

OLD BUSINESS

ITEM 1

MASTER AGREEMENT TO PROVIDE SERVICES TO AN AGGREGATED GROUP

BETWEEN

Village of Forsyth, ILLINOIS

AND

ENERGY HARBOR LLC

This Master Agreement ("Agreement"), is entered into as of this __3rd__ day of October, 2022 ("Effective Date") by and between **Energy Harbor LLC** ("Supplier"), a Delaware Limited Liability Company with its principal place of business at 168 East Market Street, Akron, Ohio 44308 and __Village of Forsyth__, an Illinois municipality, with its principal place of business at Village of Forsyth, __Macon__ County, Illinois ("Community" or "Governmental Aggregator"), an Illinois government aggregator (each a "Party" and collectively, "Parties").

RECITALS

A. Supplier is certified by the Illinois Commerce Commission ("ICC") as an Alternate Retail Electric Supplier ("ARES") to sell competitive retail electric service to customers in the State of Illinois utilizing the existing transmission and distribution systems. Supplier is certified by the ICC to operate as an ARES in the service areas of Ameren Illinois Company ("Ameren") and Commonwealth Edison Company ("ComEd").

B. Supplier (directly or through its affiliates) is an energy services provider with extensive experience in the provision of a broad range of energy related services.

C. Supplier sells electricity and related services and equipment ("Retail Electric Supply") to corporate authorities of municipalities or boards of county supervisors acting as governmental aggregators of residential and small commercial retail electrical loads located within the municipality or the unincorporated areas of the county, as authorized by 20 ILCS 3855/1-92 ("Act").

D. Both Parties have the corporate, governmental and/or other legal capacity(s), authority(s) and power(s) to execute and deliver this Agreement and related agreements and to perform its obligations hereunder.

E. The Community has adopted an ordinance (the "Aggregation Ordinance") under which it may aggregate, in accordance with 20 ILCS 3855/1-92, residential and small commercial retail electrical loads located within the corporate limits of the Community for the purpose of soliciting and entering into service agreements to facilitate for those loads the sale and purchase of Retail Electric Supply (the "Aggregation Program").

F. The Community duly adopted an ordinance to operate the Electrical Aggregation Program as an opt-out program under the Act and has complied with all the requirements of the Act to operate an opt-out program.

G. By this Agreement, the Community and Supplier desire to enter into a mutually beneficial energy and services provisions relationship whereby Supplier shall provide Retail Electric Supply and related administrative services ("Administrative Services") necessary to fulfill the obligations of this Agreement.

H. The Community desires to enter into this Agreement with Supplier to provide Retail Electric Supply to applicable residential and small commercial retail customers through the Aggregation Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
GENERAL REQUIREMENTS

1.1 Governmental Aggregator Obligations and Authority.

1.1.1 The Governmental Aggregator: (1) shall take all necessary action as required by 20 ILCS 3855/1-92 to develop, adopt and maintain an Aggregation Program for all applicable residential and small commercial retail customers, within its boundaries (the "Aggregation Area") that the Governmental Aggregator has determined are eligible to participate in the Aggregation Program ("Eligible Customers"); (2) shall request the names and addresses of Eligible Customers from the electric utility that provides residential and small commercial retail electric service in the Aggregation Area (the "Electric Utility"); (3) shall hold and publish notice of any required public meetings regarding the Aggregation Program; and (4) hereby authorizes Supplier to contract for Retail Electric Supply with those Eligible Customers that do not opt-out of the Aggregation Program, rescind their switch to Supplier as part of their enrollment in the Aggregation Program, otherwise terminate their participation in the Aggregation Program, or have their participation terminated by the Governmental Aggregator, or their Retail Electric Supply terminated by Supplier or the Electric Distribution Utility ("EDU") ("Aggregation Program Customer" or "Participating Customer").

1.1.2 The Governmental Aggregator shall, on a best efforts basis and in a timely manner, forward to Supplier all notices from the Electric Utility concerning Participating Customers' accounts served pursuant to this Agreement, including but not limited to verbal or written notices regarding transition costs, changes in the terms and conditions of tariffs, rates or riders, and notices concerning the operation and reliability of the Electric Utility's system.

1.1.3 Governmental Aggregator has the authority to designate, and has designated Supplier as its ARES for the Eligible Customers for the Term of this Agreement.

1.1.4 During the Term of this Agreement, the Governmental Aggregator hereby grants Supplier the exclusive rights to provide Retail Electric Supply to the Eligible Customers.

1.1.5 Customer Data and Load Forecast Information. Supplier and Governmental Aggregator shall cooperate to obtain the consent of Participating Customers to obtain all available Eligible Customers' data and historical load and load forecast information, related to the Participating Customer's load and consumption, from any entity in possession of such data, subject to the limitations on disclosure of customer information described in Section 16-122 of the Public Utilities Act and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act and any other applicable laws or regulations. Additional costs for Participating Customer(s) that are interval metered shall be borne by the Participating Customer(s).

1.1.6 Service Inquiries and Service Notices to Customer. Participating Customers may direct inquiries regarding this Agreement, and Retail Electric Supply provided hereunder, and any electric generation supply or billing questions, to Supplier at the address and phone number provided in Section 11.1, which address and phone number shall be provided in communications with Participating Customers regarding the Aggregation Program. Participating Customers should direct inquiries concerning Electric Utility related emergency, power outage, wire or service maintenance, metering, Electric Utility service billing or other similar Electric Utility related concerns to the Electric Utility.

1.1.7 Point of Sale. Governmental Aggregator and Participating Customers acknowledge and agree that Supplier shall have no responsibility for damage to any property, or to any equipment or devices connected to the Participating Customers' electrical system.

ARTICLE 2
SUPPLIER OBLIGATIONS

2.1 Supplier Obligations.

2.1.1 Commencing on the Effective Date and during the Term, subject to the terms of this Agreement, Supplier shall provide Retail Electric Supply (subject to the terms of the appropriate transmission and/or distribution tariffs) sufficient to serve the total electric generation needs of the small commercial retail and residential Aggregation Program Customers. Supplier shall arrange for the delivery of Retail Electric Supply in accordance with the requirements of the Participating Customers' respective Electric Utility and Independent System Operator ("ISO") or Regional Transmission Organization ("RTO") according to the rules, regulations, and tariffs governing Retail Electric Supply from an alternative supplier to the Point of Delivery, recognizing that the Electric Utility provides utility distribution service from the Point of Delivery to the Point of Sale. To the extent that any services or requirements are provided by the Electric Utility, Supplier shall not be responsible for the provision of such services. Notwithstanding the foregoing, Supplier is not responsible for the performance or failure to perform of the provider of such transmission, distribution, or ancillary services, or the consequences of such performance or failure to perform.

2.1.2 Supplier shall be responsible for all acts necessary for Supplier to perform its obligations hereunder, including but not limited to the scheduling of delivery of Retail Electric Supply hereunder.

2.1.3 Supplier shall provide Aggregation Program Customers with the environmental disclosure data and other data it is required to provide, if any, to comply with the applicable law and rules of the ICC or other applicable authority.

2.2 Subcontracting. Supplier may subcontract the performance of its obligations under this Agreement. However, no subcontract shall relieve Supplier of any of its obligations and/or liabilities under this Agreement. Supplier shall be responsible for all payments and obligations as between Supplier and subcontractors, and Governmental Aggregator shall not be responsible for payments to any such subcontractor.

2.3 Comply with Governance Plan. Supplier shall comply with all the terms and conditions of the Act and shall comply with the Plan of Operation and Governance adopted by the Community, a copy of which Plan is marked as Attachment "B" and made a part hereof as if fully set forth by this reference. Supplier, at its own expense, shall be fully responsible to mail out all required enrollment and opt-out notices to Eligible Customers according to the requirements of the Act and any other applicable law and the form of the letter shall be approved in advance by the Community, which approval shall not be unreasonably withheld or delayed by the Community.

ARTICLE 3
TERM AND TERMINATION

3.1 Term of Agreement and Termination.

3.1.1 This Agreement may be terminated prior to the expiration of the Term, in compliance with this Agreement's provisions, if: (1) a Party exercises its right under Article 6 to terminate this Agreement; (2) Supplier fails to maintain its ICC Certification; or (3) any of the situations described in Section 3.3 occur and Parties are unable to mutually negotiate modification(s) to the Agreement so that the adversely-affected Party may be restored to a reasonably similar economic position that the adversely-affected Party would have been in but for the occurrence of the events set forth in Section 3.3. This Agreement shall terminate upon the expiration of this Agreement's Term, but this Agreement may also be renewed by mutual agreement for a term agreed upon by the Parties.

3.1.2 Term of Enrollment. Participating Customers shall remain enrolled in the Aggregation Program until the Participating Customer exercises the right to opt-out, or they otherwise terminate their participation in the Aggregation Program, their participation in the Aggregation Program is terminated by the Governmental Aggregator, their Retail Electric Supply is terminated by Supplier or the Electric Utility, or their electric service is terminated by the Electric Utility or until this Aggregation Program is terminated, whichever occurs first.

3.2 Interaction Between Termination Dates of this Agreement and Contracts with the Participating Customer. Participating Customers initially enrolled in the Aggregation Program shall receive Retail Electric Supply at the rate(s) set forth in this Agreement. If this Agreement is terminated prior to the end of the Term due to a Regulatory Event, then Retail Electric Supply will terminate early and the Participating Customers will be switched to the applicable tariffed services provided by the Electric Utility as required by 220 ILCS 5/16-103 and defined by its rates on file with the ICC pursuant to 220 ILCS 5/Art. IX. ("Tariffed Service") in accord with the standard switching rules and applicable notices. If this Agreement is terminated pursuant to the terms of Article 6, the Retail Electric Supply will terminate early and the Participating Customers may choose another ARES Provider or will be switched to Tariffed Service in accord with the standard switching rules and applicable notices. The Participating Customers are responsible for arranging for their supply of Energy upon expiration or termination of this Agreement. If this Agreement is terminated prior to the end of the Term and a Participating Customer has not selected another supplier, such Participating Customer will be switched to Tariffed Service.

3.3 Regulatory Contingencies.

3.3.1 Regulatory Events. The following, as well as the events described in Section 3.3.3 herein, will constitute a "Regulatory Event" governing the rights and obligations of the Parties under this Agreement:

(i) Illegality. If, due to the issuance of an order, or adoption of, or change in, any applicable law, rule, or regulation, or in the interpretation of any applicable law, rule, or regulation, by any judicial, regulatory, administrative or government authority with competent jurisdiction, it becomes unlawful for a Party to perform any obligation under this Agreement.

(ii) Material Adverse Government Action. If (A) any regulatory agency or court having competent jurisdiction over this Agreement requires a change to the terms of the Agreement that materially adversely affects a Party(s), or (B) any regulatory or court action adversely and materially impacts a Party's ability to perform or otherwise provide services pursuant to this Agreement.

(iii) New Taxes. If any tax or increases in such tax, or an application of such tax to a new or different class of parties, is levied or enacted on Supplier and effective after the Execution Date, except federal and state income taxes, employee taxes or other taxes assessed against the business of Supplier as opposed to the delivery of services under this Agreement.

3.3.2 Notice, Negotiation, and Early Termination. Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. The Parties will mutually attempt to negotiate modification(s) to the Agreement so that the adversely affected Party may be restored to a reasonably similar economic position that the adversely affected Party would have been in but for the occurrence of the Regulatory Event. If the Parties are unable, within thirty (30) days of entering into negotiations, to agree upon modification(s) to this Agreement, the adversely affected Party shall have the right, upon thirty (30) days notice, to terminate this Agreement without liability and close out its obligations hereunder.

3.3.3 Regulatory Events Defined. Regulatory changes or rulings, legislative and agency acts, and judicial rulings covered by preceding Section 3.3.1, include but are not limited to: (i) material changes affecting Supplier's ICC Certification applicable to this Agreement/franchise status, fees, costs, or requirements; (ii) other material changes or clarifications of federal, state or local government certification, licensing or franchise requirements for electric power suppliers; (iii) material changes to existing or material new charges, fees, costs, and/or obligations, including without limitation transmission or capacity requirements or charges, that may be imposed upon Supplier by an ISO or a RTO, independent transmission provider, Electric Utility, federal law or government agency; (iv) material changes to existing or material new charges, fees, costs, credits, emission allowance requirements, permitting requirements and/or obligations associated with environmental or energy law and regulations (including, without limitation, alternative energy requirements, carbon and greenhouse gas, or other similar controls); and (v) other material changes to, or requirements of, retail electric customer access or aggregation programs in a manner which will not reasonably allow a Party or the Parties to perform economically hereunder.

3.4 Termination Obligations. Termination of this Agreement shall not relieve either Party of the obligation(s) to pay amounts owed for actual performance of obligations rendered prior to the termination of this Agreement.

3.5 Termination Notices. In the event of termination hereunder, the terminating Party shall exercise its best efforts to communicate to the non-terminating Party the upcoming possibility of termination. In the event that this Agreement is terminated prior to the end of the Term, each individual Participating Customer of the Aggregation Program will be provided written notification from the terminating Party of the termination of the Agreement at least thirty (30) days prior to termination, and in compliance with other regulatory or legal requirements and Participating Customers will also be notified of their right to return to the Electric Utility or to select an alternate retail electric supplier. All other notification(s) shall be in accordance with ICC requirements.

ARTICLE 4
ENERGY SCHEDULING, TRANSMISSION, PRICING AND DELIVERY

4.1 Scheduling, Transmission and Delivery of Power. During the Delivery Term, Supplier shall schedule Energy as required by the RTO or other transmission provider and the Electric Utility, and shall arrange for transmission and distribution service to the Participating Customers. Supplier will arrange for necessary electric distribution and transmission rights for delivery of such Energy to provide the Retail Electric Supply hereunder and subject to the understanding that Supplier has an obligation to make deliveries to Participating Customer as set forth in Section 2.1 except pursuant to Sections 3.3 or Article 7 of this Agreement. Supplier does not take responsibility for any delivery of services supplied by the Electric Utility or RTO, or for the consequences of the failure to provide such services. Supplier shall not be responsible to Participating Customer in the event the Electric Utility or RTO disconnects, suspends, curtails or reduces service to Participating Customer (notwithstanding whether such disconnection is directed by the ISO) in order to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the Electric Utility’s facilities, or to maintain the safety and reliability of the Electric Utility’s electrical system, or due to emergencies, forced outages, potential overloading of the Electric Utility’s transmission and/or distribution circuits, or Force Majeure or for any other reason permitted by the Electric Utility’s tariff or any other acts or omissions of the Electric Utility.

4.2 Pricing. During the Delivery Period, Supplier shall provide Retail Electric Supply to all Participating Customers at the price set forth on the Pricing Attachment. There will be no discount given on such charges as transmission and ancillary services if they are identified in a separate tariff or rider approved by the ICC.

4.3 Failure of Delivery. In the event that Supplier fails to schedule all or part of the Retail Electric Supply as set forth herein and Supplier’s failure is not due to a Force Majeure Event, and a Participating Customer is required to obtain and pays for Tariffed Service or other Energy supply arrangement necessary to cure such Energy deficiency, Supplier shall reimburse Participating Customer, on the later of ten (10) days after receipt of invoice or the date payment would otherwise be due to Supplier, an amount determined by multiplying (a) the aggregate deficiency in the Retail Electric Supply by (b) the Replacement Price. IN THE EVENT OF SUPPLIER’S FAILURE TO PERFORM DUE TO A NON-FORCE MAJEURE EVENT, SUPPLIER’S OBLIGATION TO PAY SUCH AMOUNT DURING THE PERIODS OF NON-DELIVERY SHALL BE THE GOVERNMENTAL AGGREGATOR’S AND THE PARTICIPATING CUSTOMERS’ SOLE REMEDY FOR SUPPLIER’S FAILURE TO DELIVER ENERGY PURSUANT TO THE TERMS OF THIS AGREEMENT.

ARTICLE 5
BILLING AND PAYMENTS

5.1 Intentionally omitted.

5.2 Billing. Billing shall be provided by the Electric Utility under a consolidated billing format pursuant to the Electric Utility's tariff provisions and ICC rules applicable to Participating Customer(s). If a Participating Customer fails to pay amounts due within the specified time period for said payments in accord with the Electric Utility's tariff and ICC regulations, Supplier retains the right to assess late payment fees on, or deem such non-payment a default of Participating Customer for purposes of Section 6.1.1 of this Agreement. Supplier may not convert Participating Customer from consolidated billing to dual billing, or from dual billing to consolidated billing if such a conversion will facilitate more timely billing, collections, and/or payment, without the prior written consent of the Community and such consent shall not be unreasonably withheld or delayed.

ARTICLE 6
DEFAULT AND REMEDIES

6.1 Event of Default.

6.1.1 A "Community Event of Default" shall mean the occurrence of any of the following and the passage of any cure period set forth therein:

(i) Any representation or warranty made by the Community in Article 9 hereunder is false or misleading in any material respect when made;

(ii) The non-excused failure to perform any material covenant or obligation set forth in this Agreement (other than that set forth in (i) above) and such failure is not remedied within thirty (30) days after written notice thereof unless the cure requires longer than the thirty (30) days to effect and the Community is diligently working towards such cure; and

6.1.2 A "Supplier Event of Default" shall mean the occurrence of any of the following and the passage of any cure period set forth therein:

(i) the failure to make, when due, any undisputed payment required pursuant to this Agreement if such failure is not remedied within ten (10) Business Days after written notice;

(ii) any representation or warranty made by Supplier in Article 9 hereunder is false or misleading in any material respect when made or when deemed made;

(iii) the non-excused failure to perform any material covenant or obligation set forth in this Agreement (other than that set forth in (i) above and as set forth in Section 4.3) if such failure is not remedied within thirty (30) days after written notice thereof, unless the cure period reasonably requires more than thirty (30) days to effect and Supplier is diligently working towards such cure; and

6.2 Rights and Remedies.

6.2.1 Rights and Remedies for a Community Event of Default. Subject to other provisions of this Agreement, if the Community is the defaulting Party hereunder, so long as such Community

Event of Default shall have occurred and be continuing, Supplier shall have the right to (i) designate a date ("Early Termination Date"), no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective, on which this Agreement shall terminate and to terminate this Agreement on the Early Termination Date, (ii) suspend performance under this Agreement, and/or (iii) have all rights available at law and in equity. In addition to the foregoing remedies, Supplier shall have the right to seek the remedies of specific performance of the Community's and Participating Customers' obligations hereunder and/or injunctive relief to continue to provide Retail Electric Supply hereunder.

6.2.2 Rights and Remedies for a Supplier Event of Default. Subject to other provisions of this Agreement, if Supplier is the defaulting Party hereunder, so long as such Supplier Event of Default shall have occurred and be continuing, the Community shall have the right to (i) designate an Early Termination Date, no earlier than the day such notice is effective and no later than 20 days after such notice is effective, and to terminate this Agreement on the Early Termination Date, (ii) suspend performance under this Agreement, and/or (iii) have all rights available at law and in equity. In addition to the foregoing remedies, the Community shall have the right to seek the remedies of specific performance and/or injunctive relief.

Notwithstanding any other provision of this Agreement, the remedies set forth in Section 4.3 shall be the sole and exclusive remedies for any failure of Supplier to deliver Retail Electric Supply. As long as Supplier is supplying Retail Electric Supply to the Participating Customers at the price and upon the terms and conditions of this Agreement, the Community shall not have the right to terminate this Agreement, suspend performance or pursue other remedies, and Supplier shall have no liability to Participating Customers for damages.

6.2.3 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize damages it may incur as a result of the other Party's failure to perform pursuant to this Agreement.

ARTICLE 7
FORCE MAJEURE

7.1 Excused Failure to Comply. Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, if its failure to perform results directly or indirectly from a Force Majeure Event. If despite its commercially reasonable efforts, either Party is unable, wholly or in part, to meet its obligations under this Agreement due to a Force Majeure Event, the obligations of each Party, other than the obligation to make payments due for performance rendered hereunder, so far as they are affected by such Force Majeure Event, shall be suspended during such period of the Force Majeure Event. The Party claiming excuse due to a Force Majeure Event shall exercise commercially reasonable efforts and due diligence to remove the inability to perform as soon as reasonably possible so that the affected period shall be no longer than that necessarily affected by the Force Majeure Event and shall exercise commercially reasonable efforts and due diligence to mitigate the effects of the Force Majeure Event. Nothing contained in this Section 7.1 shall be construed as requiring a Party to settle any strike or labor dispute in which it may be involved.

7.2 Force Majeure Event. For purposes of this Agreement, a "Force Majeure Event" shall mean any non-economic cause beyond the reasonable control of the Party affected and shall include, but not be limited to, Acts of God, winds, floods, earthquakes, storms, droughts, fires, pestilence, destructive lightning, hurricanes, washouts, landslides, tornadoes and other natural catastrophes; strikes, lockouts, labor or material shortage, or other industrial disturbances; acts of the public enemies, epidemics, riots, civil disturbances or disobedience, sabotage, wars or blockades; the failure of facilities, governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority, a change in law or court order; provided, however, that any such discretionary acts, failure to act or orders of any kind by Governmental Aggregator may not be asserted as a Force Majeure Event by Governmental Aggregator; or any other reasonably unplanned or non-scheduled occurrence, condition, situation or threat not covered above and not caused by a Party's action or inaction, which renders either Party unable to perform its obligations hereunder, provided such event is beyond the reasonable control of the Party claiming such inability. A change in economic electric power market conditions shall not constitute a Force Majeure Event. Failure or interruptions, including without limitation, government ordered interruptions, on the systems of generation, transmission or distribution relied upon for supplying Energy under this Agreement shall constitute a Force Majeure Event provided that Supplier has arranged for service on these systems at a level of firmness as required to provide the Retail Electric Supply agreed upon herein.

7.3 Notification. If either Party is unable to perform any of its obligations under this Agreement due to a Force Majeure Event, then said Party shall notify the other Party in writing as soon as possible, but no later than seventy-two (72) hours after the start of the Force Majeure Event. The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

ARTICLE 8
LIMITATION OF LIABILITY

8.1 LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER, TO A PARTICIPATING CUSTOMER OR TO A THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON A STATUTE, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN SECTION 4.3 AND ARTICLE 6 OF THE AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH SECTION 4.3 OR ARTICLE 6 PROVIDES THE EXPRESS REMEDY OR MEASURE OF DAMAGES, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISIONS AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. FOR ALL OTHER PROVISIONS OF THIS AGREEMENT FOR WHICH NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IT IS THE INTENT OF THE

PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PART, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

8.2 DISCLAIMER. SUPPLIER DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF RETAIL ELECTRIC SUPPLY TO AGGREGATION PROGRAM CUSTOMERS DURING FORCE MAJEURE EVENTS. SUPPLIER WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE OPERATIONS OF THE ELECTRIC UTILITY, INCLUDING BUT NOT LIMITED TO, THE INTERRUPTION, TERMINATION, FAILURE TO DELIVER, OR DETERIORATION OF ELECTRIC UTILITY'S TRANSMISSION OR DISTRIBUTION SERVICE. EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN, NO IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO THIS AGREEMENT.

8.3 Supplier agrees to indemnify, defend and hold harmless Municipality from and against all Claims against Municipality associated with Supplier's failure to deliver pursuant to Section 4.3 of this Agreement.

ARTICLE 9
REPRESENTATIONS AND WARRANTIES

9.1 Representations and Warranties by Supplier.

9.1.1 Supplier hereby represents and warrants to the Community as of the Effective Date as follows:

(i) Supplier is a company, duly formed, validly existing and in good standing under the laws of the State of Delaware and certified as an Alternative Retail Electric Supply in the State of Illinois.

(ii) Supplier has all authorizations from any governmental authority necessary for it to legally perform its obligations under this Agreement or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;

(iii) The execution and delivery of, and performance under, this Agreement are within Supplier's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any governmental rule applicable to it;

(iv) This Agreement has been duly executed and delivered by Supplier, and this Agreement (assuming due authorization, execution and delivery of all Parties) constitutes legal, valid and binding obligations of Supplier enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and

(v) No Bankruptcy is pending against it or to its knowledge threatened against it.

(vi) None of the documents or other written information furnished by or on behalf of Supplier to the Community and the Request for Proposal contains any untrue statement of a material fact or omits to state any material fact or is misleading. Supplier is not in default with any order, writ, injunction or decree of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which would prevent Supplier from complying with the terms and conditions of this Agreement.

(vii) That there are no actions, proceedings or investigations pending or threatening Supplier before any court or before any governmental department, commission, board, agency or instrumentality, nor does Supplier know or have reasonable ground to know of any basis for any such action, proceeding or investigation against Supplier which would prevent Supplier from complying with the terms and conditions of this Agreement.

9.2 Representations and Warranties by the Community

9.2.1 Governmental Aggregator hereby represents and warrants to Supplier as of the Effective Date as follows:

(i) The Community has complied with requirements under the Act for the Community to provide for the aggregation of electrical loads for residential and small commercial retail customers within the corporate limits of the Community as an opt-out program;

(ii) The Community has all authorizations from any governmental authority necessary for it to legally perform its obligations under this Agreement;

(iii) The execution and delivery of, and performance under, this Agreement are within the Community's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any governmental rule applicable to it. Neither the execution nor delivery by the Community of this Agreement nor the consummation by the Community of the transactions contemplated hereby or thereby does or will result a breach or

(iv) violation of the Agreement establishing the Community's Aggregation Group, or its bylaws, or any material provision of the governance document related thereto;

(v) This Agreement has been duly executed and delivered by the Community, and this Agreement (assuming due authorization, execution and delivery of all Parties) constitutes legal, valid and binding obligations of the Community, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization and similar laws affecting creditors' rights and remedies generally, to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(vi) The Community is entering into this Agreement with a full understanding of all of the risks hereof (economic and otherwise), and it is capable of assuming and willing to assume those risks;

(vii) None of the documents or other written information furnished by or on behalf of the Community or Eligible Customers to Supplier pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading;

(viii) The Community has the contractual right to enter into this Agreement, to contract with Supplier to supply Retail Electric Supply and Administrative Services to meet the obligations of its Aggregation Program Customers, and shall enforce its contractual agreements and rights.

ARTICLE 10
CONFIDENTIAL INFORMATION

10.1 Confidential Information. Any Confidential Information, as defined in Section 10.2 herein, made available pursuant to this Agreement and conspicuously marked or stamped as "Confidential" shall be held in confidence by each of the Parties to protect the legitimate business needs and/or privacy interests of the Parties. With respect to multi-page documents that contain Confidential Information, the Parties may make such a designation by marking or stamping only the first page thereof. The Parties shall identify any matter deemed to be Confidential Information at the time the information is provided. Any information not designated, as Confidential Information shall not be covered by the protection contemplated herein, provided, however, that the inadvertent provision of information without a confidential designation shall not itself be deemed a waiver of the Party's claim of confidentiality as to such information, and the Party may thereafter designate the same as confidential, if the information is deemed confidential as set forth herein.

10.2 Confidential Information Defined. "Confidential Information" means any and all data and information of whatever kind or nature (whether written, electronic or oral) which is disclosed by one Party (the "Disclosing Party") to the other Party (the "Recipient") regarding itself, its business, the business of its affiliates, and/or the Aggregation Program. Confidential Information does not include information that: (a) is in the public domain at the time of disclosure; (b) passes into the public domain after disclosure, except by a wrongful act of the Recipient; (c) is disclosed to the Recipient by another not under an obligation of confidentiality; or (d) is already in the Recipient's possession prior to disclosure by the Disclosing Party.

10.3 Obligation of Confidentiality. Each Party agrees, for itself and its authorized representatives, to keep confidential all Confidential Information provided hereunder and to use the Confidential Information solely for purposes in connection with this Agreement, except to the extent that the Recipient determines that release of Confidential Information is required by law or regulation. The Recipient shall make commercially reasonable efforts to notify the Disclosing Party if it intends to release any Confidential Information to afford the Disclosing Party an opportunity to seek a protective order prior to disclosure. The obligations for Confidentiality set forth in this Agreement, including but not limited to the non-disclosure obligations and the duty to return Confidential Information upon written request, shall survive the termination of this Agreement for a period of one (1) year thereafter. Nothing in this Paragraph shall limit, hinder, or restrict the Community from complying with the State Records Act, 5 ILCS 160/1 et seq., and the Freedom of Information Act, 5 ILCS 140\1 et seq. nor shall the Community be found to have violated this provision, or any other provisions of this

Agreement, for having fulfilled a valid Public Records Request or Freedom of Information Request.

10.4 Supplier will not utilize customer information it received as a result of providing electric generation services to the Community. To the extent that Supplier independently offers Participating Customers additional services and/or products, Supplier agrees it shall not reference Supplier's position as the Community's Aggregation program supplier.

ARTICLE 11
MISCELLANEOUS

11.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

Note:

Energy Harbor LLC

For Notices or Inquires Regarding this Agreement:

Director, Government Aggregation
Energy Harbor LLC
168 East Market Street
Akron, OH 44308

Village of Forsyth

For Notices or Inquires Regarding this Agreement:

Mayor, Village of Forsyth
Jim Peck
301 South Route 51
Forsyth, IL 62535

Phone: 217-877-9445
Fax: 217-877-9863

11.2 Entire Agreement. This Agreement, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by all Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

11.3 Waivers. Any request for a waiver of the requirements and provisions of this Agreement shall be in writing and must be approved in writing by the nonwaiving Party. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.

11.4 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. Jurisdiction and the venue for any cause of action between the Parties relating to the terms of this Agreement shall be solely and exclusively filed in the circuit court of Macon County, Illinois.

11.5 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Attachments hereto, the provisions of the Agreement shall control.

11.6 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

11.7 Non-Assignability. This Agreement shall not be transferred or assigned by either Party without the express written authorization of the non-assigning Party, which authorization shall not be unreasonably withheld; provided, however, that such authorization may be withheld upon a reasonable determination that the proposed assignee does not have at least the same financial and technical abilities. Notwithstanding the foregoing, Supplier may, without the consent of the Community or the Participating Customers, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of Supplier; or (c) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of Supplier. Upon an assignment pursuant to (b) or (c), the Community and the Participating Customers agree that Supplier shall have no further obligations regarding future performance hereunder. Either Party's assignee shall agree in writing to be bound by the terms and conditions of this Agreement, including the Attachments. Subject to the foregoing, this Agreement and its Attachments shall be binding upon and inure to the benefit of any permitted successors and assigns, to the extent permitted by law.

11.8 Intentionally omitted.

11.9 Recitals. The Parties agree and acknowledge that the prefatory statements and recitals in this Agreement are intended to be and shall be a part of the provisions of this Agreement.

11.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Energy Harbor LLC	Village of Forsyth, **Illinois**
Signed: DocuSigned by: 06D85CD1D781489...	Signed: DocuSigned by: 3DDB3FCA06004B1...
Printed Typed Name: Sam Morgan	Printed Typed Name: Jim Peck
Title: Director of Government Aggregations	Title: Mayor
Date: 10/4/2022	Date: 10/3/2022

ATTACHMENT A:

Pricing and Other Conditions to Retail Generation Service Offer

Attachment A to Master Agreement

Between

Village of Forsyth, Macon County, Illinois and Energy Harbor LLC

Term:

Beginning with February 2023 meter read dates through December 2024 meter read dates

Pricing:

Period 1: February 2023 meter read dates through July 2023 meter read dates

Base Price: 9.85¢/kWh

Capacity Adder: 2.35 ¢/kWh, based upon the known auction clearing price as set by the Midwest Independent System Operator ("MISO") Planning Resource Auction ("PRA") for the Planning Year June 1, 2022 to May 31, 2023

Total Price: 12.2¢/kWh

Period 2: July 2023 meter read dates to July 2024 meter read dates

Base Price: 9.85¢/kWh

Capacity Adder: TBD, based upon the auction clearing price for the Planning Year June 1, 2023 to May 31, 2024 to be published in or around April 2023. The capacity cost, without markup, will be applied to Participating Customers' expected Period 2 consumption

*Total Price:** Base Price + Capacity Adder

Period 3: July 2024 meter read dates to December 2024 meter read dates

Base Price: 9.85 ¢/kWh

Capacity Adder: TBD, based upon the auction clearing price for the Planning Year June 1, 2024 to May 31, 2025 to be published in or around April 2024. The capacity cost, without markup, will be applied to Participating Customers' expected Period 3 consumption

*Total Price:** Base Price + Capacity Adder

* By way of an opt-out mailing, Supplier shall notify Community and Participating Customers of the Capacity Adder and resulting Total Price no later than twenty-one (21) days prior to the start of the new pricing period.

NOTE: Upon request by Community, Supplier shall provide the calculations used to determine the Capacity Adder.

EDU:

Ameren

Eligible Rate Codes:

Residential, Small Commercial

Termination Fee:

None

Civic Fee:

Supplier shall pay a monthly Civic Fee to Community in the amount of $0.001 per kWh delivered/consumed by Participating Customers in the Aggregation Program. Payment of the Civic Fee shall be by ACH to the account specified by the Community. Community is solely responsible for ensuring that an accurate W-9 is on file with Supplier.

The Fee shall be paid by the last business day of the month based on revenue collected by Supplier with respect to each Participating Customer during the prior calendar month. For example, full payments received in January will be paid by the end of February. If Supplier determines that it paid a past Fee in error (or the payment was based on information subsequently determined invalid), it may deduct from or add to future payments due under this Agreement. Should an event of Force Majeure suspend either Supplier's or Participating Customer's obligations to deliver or take delivery, the obligation to pay the Civic Fee shall be similarly suspended for the affected deliveries.

In the event that Supplier does not receive payment(s) from a Participating Customer(s), Supplier shall not be obligated to pay Community, and Community is not due, any Civic Fee from Supplier for such Participating Customer for which it does not receive any payment.

Administrative Fee:

Supplier shall pay to the Community's Consultant, Good Energy, L.P., $0.00075 per kWh delivered/consumed and paid for by Participating Customers under the Aggregation Program on a monthly basis. In addition to Participating Customers' consumption, this fee shall also apply to kWh delivered/consumed and paid for by any new Participating Customer accounts that join the Aggregation Program. Payments shall be sent to Good Energy L.P. 232 Madison Avenue, Third Floor, New York, NY 10016, Attention: Accounts Receivable, or such other address that Good Energy L.P. will periodically furnish. All checks shall be made payable to Good Energy L.P. Monthly reports shall be submitted electronically by email at AR@GoodEnergy.com.

Administrative Services:

- Design, print and mail the opt-out letter to all eligible participants including a sheet of Frequently Asked Questions to provide assistance.
- Administer the opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation.
- Provide a call center to handle information calls.
- Conduct supplemental opt-out mailings on a MONTHLY basis for newly eligible accounts provided by Community's Consultant that were not included in earlier opt-out rounds for enrollment in the Aggregation Program.
- Provide a website for Participating Customers showing pricing, terms, and enrollment instructions.

DocuSign

Certificate Of Completion

Envelope Id: 480083E09A6643D284322CECBEF32834 Status: Completed

Subject: Complete with DocuSign: Good Energy Consortium Group D Village of Forsyth

Source Envelope:

Document Pages: 20	Signatures: 2	Envelope Originator:
Certificate Pages: 5	Initials: 0	Sam Morgan
AutoNav: Enabled		semorgan@energyharbor.com
EnvelopeId Stamping: Enabled		IP Address: 24.147.90.168
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		

Record Tracking

Status: Original 10/3/2022 12:25:45 PM	Holder: Sam Morgan semorgan@energyharbor.com	Location: DocuSign

Signer Events	Signature	Timestamp
Jim Peck japplebee@forsyth-il.gov Mayor Village of Forsyth Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/3/2022 12:34:21 PM ID: f5300c17-9907-474f-a4e1-467d534be048	DocuSigned by: 3DDB3FCA06004B1... Signature Adoption: Drawn on Device Using IP Address: 50.254.37.169	Sent: 10/3/2022 12:26:50 PM Viewed: 10/3/2022 12:34:21 PM Signed: 10/3/2022 12:38:32 PM
Sam Morgan semorgan@energyharbor.com Director of Government Aggregations Energy Harbor Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: 06D95CB1D731489... Signature Adoption: Pre-selected Style Using IP Address: 69.110.165.217	Sent: 10/3/2022 12:38:34 PM Viewed: 10/4/2022 12:30:13 PM Signed: 10/4/2022 12:30:19 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jerod jerod@goodenergy.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/3/2022 12:26:51 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/3/2022 12:26:51 PM
Certified Delivered	Security Checked	10/4/2022 12:30:13 PM
Signing Complete	Security Checked	10/4/2022 12:30:19 PM
Completed	Security Checked	10/4/2022 12:30:19 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Energy Harbor LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Energy Harbor LLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: williamsr@energyharbor.com

To advise Energy Harbor LLC of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at williamsr@energyharbor.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Energy Harbor LLC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to williamsr@energyharbor.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Energy Harbor LLC

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to williamsr@energyharbor.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Energy Harbor LLC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Energy Harbor LLC during the course of your relationship with Energy Harbor LLC.

Constellation

Agreement is Not Valid Unless Executed by Seller

Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions

VILLAGE OF FORSYTH ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Transmission Costs	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Passed Through
MTEP Costs	Fixed
MVP Costs	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). Any applicable RMR Costs will be passed through to you. The contract prices also include any credit costs, and margin.
Renewable Portfolio Standards Costs ("RPS Costs"). Pursuant to the Future Energy Jobs Bill (Illinois Public Act 099-0906) charges for RPS Costs are now collected as UDC Delivery Charges ("RPS UDC Charges"). If during the term of this Agreement, some or all of the RPS UDC Charges are no longer invoiced as UDC Delivery Charges, Seller will pass those charges through to Customer.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + $.008250/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Illinois, your aggregate consumption and usage during any 12 month period is greater than 15,000 kilowatt-hours and that the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com.

Authorization. You authorize the UDC to provide us with your historical and future energy billing and usage data (which includes your electricity usage levels for distinct time periods as short as 30 minutes, to the extent that this information has been recorded and retained by the UDC). This authorization is for purposes of the development and provision of current and future products or services in connection with the services contemplated in this Agreement, and will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6-ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Ameren	AMEREN	1-800-755-5000

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Signature: Amanda Stewart

Printed Name: **Amanda Stewart**
Title: **Vice President – Retail Ops**

Address: 1001 Louisiana St. Constellation Suite 2300
Houston, TX 77002
Attn: Contracts Administration
Fax: **888-829-8738**
Phone: **844-636-3749**

09/23/2022

Customer: Village of Forsyth

Signature: J Peck

Printed Name:
Title: Jim Peck Mayor
Date: 9/22/22
Address: 301 S Route 51
Forsyth, IL 62535-4070

Fax:
Phone:
Email:

Sales Rep: Hayley Conger G457228.41161.0 Printed: 9/22/2022

General Terms and Conditions

1. Definitions.

Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's $/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution..

"Capacity Costs" means a Seller's reasonable calculation of the cost of fulfilling the capacity requirements for the Account(s).

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO zone identified in the Account Schedule

"FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the "Line Loss Usage"). If Line Loss Costs are "Fixed," the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are "Fixed (Charged Separately)", the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

"**MISO Transmission Expansion Plan (MTEP) Costs**" means charges for MISO cost-shared projects approved in the MTEP and assessed under Schedule 26 of the MISO tariff for the ISO zone applicable to each Account.

"Multi-Value Projects (MVP) Costs" means charges for MVP, as defined by MISO, and assessed under Schedule 26a of the MISO tariff.

"Non Time Of Use" or **"NTOU"** means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law.

"RMR Costs" or "Reliability-Must-Run Costs" means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Costs" means the charge for Network Transmission Service as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory. Seller will reasonably determine an Account's monthly Transmission Costs based on the Account's $/kW share of cost for Transmission or otherwise reasonable allocation method as Seller may determine from time to time based on how Transmission is assessed by the ISO.

"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume

of electricity you would consume through the end of the term, as reasonably calculated by us; and

- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was ***not*** prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

ACCOUNT SCHEDULE:
For: Village of Forsyth
The Pricing set forth below is only valid until 5:00 PM Central Prevailing Time on September 22, 2022

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below. Please verify that your specific information is COMPLETE and ACCURATE. Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 34

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU ($/kWh)
AMEREN	0347017453	474 Hundley Rd, Lift Station, FORSYTH, IL 62535	10/03/22	10/03/25	$0.10433
AMEREN	0723127087	922 James Ct Forsyth, FORSYTH, IL 62535	09/30/22	09/28/25	$0.10433
AMEREN	0759040058	101 Hundley Rd, Pumping Station, FORSYTH, IL 62535	10/03/22	10/03/25	$0.10433
AMEREN	1029065000	991 Forsyth Pkway West, FORSYTH, IL 62535	09/30/22	09/28/25	$0.10433
AMEREN	1251092034	590 E Cox St Forsyth, FORSYTH, IL 62535	10/24/22	10/24/25	$0.10433
AMEREN	1905684173	412 E Fitch St., Salt Storage Plant, FORSYTH, IL 62535	10/03/22	10/03/25	$0.10433
AMEREN	2660119533	X RT 51 and Cox St Forsyth, FORSYTH, IL 62535	10/03/22	10/03/25	$0.10433
AMEREN	2939232016	259 E Highland Dr Forsyth, FORSYTH, IL 62535	10/01/22	09/29/25	$0.10433
AMEREN	3141899370	X, Weaver Rd and RT 51, FORSYTH, IL 62535	10/04/22	10/04/25	$0.10433
AMEREN	3262957934	268 S Elwood St., Public Library, FORSYTH, IL 62535	10/03/22	10/03/25	$0.10433
AMEREN	3433567050	X, County Highway 20 A, FORSYTH, IL 62535	09/30/22	09/28/25	$0.10433
AMEREN	3445716330	740 W Forsyth Pkwy, Siren, FORSYTH, IL 62535	10/03/22	10/03/25	$0.10433
AMEREN	4009945130	301 S Route 51, Village Hall, FORSYTH, IL 62535	10/03/22	10/03/25	$0.10433
AMEREN	4079310256	X, Smith Park, FORSYTH, IL 62535	10/03/22	10/03/25	$0.10433
AMEREN	4526719057	X, RT 51 North, FORSYTH, IL 62535	10/03/22	10/03/25	$0.10433
AMEREN	5082961616	X, Wide Rd, FORSYTH, IL 62535	10/03/22	10/03/25	$0.10433
AMEREN	5190492651	X, RT 51 and Marion St, FORSYTH, IL 62535	10/03/22	10/03/25	$0.10433
AMEREN	5626479054	X, Water Plant CT, FORSYTH, IL 62535	10/03/22	10/03/25	$0.10433

AMEREN	5695457135	X, Lucile and Route 51, FORSYTH, IL 62535	10/04/22	10/04/25	$0.10433
AMEREN	5871116652	1400 S Macarthur Forsyth, FORSYTH, IL 62535	10/04/22	10/04/25	$0.10433
AMEREN	5891346572	787 Stevens Creek Blvd, FORSYTH, IL 62535	10/03/22	10/03/25	$0.10433
AMEREN	6412330734	905 Oakland St Forsyth, FORSYTH, IL 62535	09/30/22	09/28/25	$0.10433
AMEREN	6693774894	601 Forsyth Pkwy Forsyth, FORSYTH, IL 62535	10/03/22	10/03/25	$0.10433
AMEREN	6872747852	580 E Cox St Forsyth, FORSYTH, IL 62535	09/26/22	09/26/25	$0.10433
AMEREN	7035389616	X, Forsyth Park, FORSYTH, IL 62535	10/03/22	10/03/25	$0.10433
AMEREN	7320336019	X, Oakland and Weaver, FORSYTH, IL 62535	09/30/22	09/28/25	$0.10433
AMEREN	7370887213	X, Wise Rd, FORSYTH, IL 62535	09/30/22	09/28/25	$0.10433
AMEREN	7509683533	X, RT 51 and Frontage, FORSYTH, IL 62535	10/04/22	10/04/25	$0.10433
AMEREN	7978813775	701 Gunnar Ln Forsyth, FORSYTH, IL 62535	10/04/22	10/04/25	$0.10433
AMEREN	8121065133	800 Forsyth Parkway Forsyth, FORSYTH, IL 62535	10/03/22	10/03/25	$0.10433
AMEREN	8235619533	X, Water Tower, FORSYTH, IL 62535	10/03/22	10/03/25	$0.10433
AMEREN	8372839379	387 Valerian Forsyth, FORSYTH, IL 62535	10/01/22	09/29/25	$0.10433
AMEREN	8507331051	1 Forsyth Pkwy, Water Tower F, FORSYTH, IL 62535	10/03/22	10/03/25	$0.10433
AMEREN	9795588970	500 Weaver Rd Forsyth, FORSYTH, IL 62535	10/03/22	10/03/25	$0.10433

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to Good Energy, L.P. ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER
2022-27

AN ORDINANCE APPROVING A MASTER AGREEMENT TO PROVIDE SERVICES TO AN AGGREGATED GROUP BETWEEN THE VILLAGE OF FORSYTH, ILLINOIS AND ENERGY HARBOR LLC

Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Forsyth
on ___________________, 2022

Sorling Northrup. – 1 North Old State Capitol Plaza, Suite 200, Springfield, IL 62701

ORDINANCE NO. 2022-27

AN ORDINANCE APPROVING A MASTER AGREEMENT TO PROVIDE SERVICES TO AN AGGREGATED GROUP BETWEEN THE VILLAGE OF FORSYTH, ILLINOIS AND ENERGY HARBOR LLC

WHEREAS, the Village of Forsyth ("Village"), Macon County, State of Illinois, is a duly organized and existing municipality operating under and pursuant to the Illinois Municipal Code; and

WHEREAS, Energy Harbor, LLC is certified by the Illinois Commerce Commission as an Alternate Retail Electric Supplier to sell competitive retail electric service to customers in the Illinois utilizing the existing transmission and distribution system; and,

WHEREAS, the Village has adopted an ordinance to operate the Electric Aggregation Program as an opt-out program under 20 ILCS 3855/1-92; and**,**

WHEREAS, the Village wishes to enter into a mutually beneficial energy and services provisions relationship through an aggregation program by entering into the Agreement attached hereto as **Exhibit A**; and,

WHEREAS, the Mayor and Village Board of Trustees have determined it to be in the best interest of the Village to enter into the Agreement attached hereto.

NOW THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Forsyth, Macon County, Illinois, as follows:

Section 1. **Recitals.** The above recitals are incorporated herein by this reference.

Section 2. **Approval of Agreement**. The Village Board of Trustees hereby approves the Aggregation Agreement attached hereto as **Exhibit A** and authorizes the Village President or his designee and the Village Clerk to execute the Agreement and any such necessary accompanying documents to satisfy the terms therein.

Section 3. **Severability.** In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

Section 4. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Forsyth prior to the effective date of this ordinance.

Section 5. Effectiveness. This Ordinance shall be effective after it is printed in book or pamphlet form and published by the authority of the corporate authorities.

SO ORDAINED this _______ day of _____________ 2022, at Forsyth, Macon County, Illinois.

	YES	NO	ABSENT	PRESENT
GRUENEWALD				
JOHNSON				
LONDON				
SHAW				
WENDT				
YOUNG				
PECK				
TOTAL				

VILLAGE OF FORSYTH

____
Jim Peck, Village Mayor

Attest:

____
Cheryl Marty, Village Clerk

<u>Exhibit A</u>

Master Agreement to Provide Services to An Aggregated Group Between the Village of Forsyth, Illinois and Energy Harbor LLC

OLD BUSINESS

ITEM 2

OLD BUSINESS

ITEM 3

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Matthew B. Foster, PE, PLS
Date: October 12, 2022
cc: Ms. Jill Applebee, Village Administrator
Re: Moon St. Sidewalk Improvements (SRTS Project)

Honorable President and Trustees,

As discussed previously, the Illinois Department of Transportation (IDOT) has been providing funding for non-motorized improvements for Local Agencies on a yearly basis. Although nothing is final, we have heard they will be accepting applications for Safe Routes to School project again next fall. This is a competitively scored and awarded grant. Just as a reminder, some basic components of the grant from 2021 are as follows. We do anticipate the same to apply in 2023 at least.

- $12,000,000 in funding available.
- Maximum grant award is $250,000.
- Funding is an 80 Fed/20 Local split.
- Work must be on existing ROW & easements.
- Construction and construction observation costs are eligible for reimbursement. Design engineering and ROW/easement acquisition are not eligible.

The Village did unsuccessfully apply for a grant through this program in 2021. The project that was submitted was an improvement to the sidewalk along Moon St. from Grant St. to Smith St. and extending the sidewalk to the proposed Grade School Bike Path. It also included replacing the sidewalk on Elwood St. from Moon St. to Ruehl St. and to the library front door. The project was estimated to cost $307,000 of which, $213,400 was requested in grant funds. This project was scored a 71.5, minimum score of the awarded projects that year was around 76.5.

Chastain requests direction from the Board on if you would like to pursue this opportunity again. If the Board wishes to proceed, the best way to improve your project score is to proceed with a Project Development Report (PDR). It also may be worthwhile to look at scope and expanding the project to maximize the grant request. Chastain can return at a future meeting with a contract to scope the project out and preparation of the PDR for the Moon St. Sidewalk Improvement project. If the Board prefers to wait until the grant application cycle is announced, we can also assist on an advisory basis in scoping out the project a bit more in order to be better prepared for when the cycle is announced.

Thank you for the opportunity to serve the Village in this matter. If you have further questions, please feel free to contact me, Jeremy or Stephanie at your convenience.

Matthew B. Foster

OLD BUSINESS

ITEM 4

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Matthew B. Foster, PE, PLS
Date: October 12, 2022
cc: Ms. Jill Applebee, Village Administrator
Re: Barnett Ave. Reconstruction Project

Honorable Mayor and Trustees,

With the Illinois Department of Transportation (IDOT) beginning to progress on the plans for the rehabilitation of US 51 through town, one project the Village has associated with this improvement is the reconstruction of Barnett Ave. from the mall ring road to just past Koester Dr. Currently, we anticipate IDOT will be improving the right turn situation for eastbound traffic on Barnett to southbound US 51 but that will be the only significant improvement they plan incorporate into the intersection without Village involvement.

The Barnett Ave Reconstruction project is eligible for federal funding through the Decatur Urban Area Transportation Study (DUATS). There is a nomination and approval process that needs to be gone through in order to be approved for funding. If approved, construction costs are eligible for an 80/20 split. Design, land acquisition, and observation fees are the responsibility of the Local Agency. The project must also be developed using Federal-aid procedures, including the preparation of a Project Development Report (PDR). Any necessary land acquisition would also need to follow federal guidelines.

The scope of the project will also need some additional discussion. Currently, the road is an asphalt pavement constructed when US 51 was widened from 2-lanes to 4-lanes in the 1970s and overlayed in the 1990s. The current plan would be to reconstruct the road with a concrete pavement, improve the medians, repair curb & gutters, and improve drainage as needed. Currently, sidewalks do not exist along Barnett Ave. within the project limits. There are sidewalks along Hickory Point Rd. connecting to Barnett Ave. on the west side of US 51 and sidewalks along Barnett Ave. east of Koester Dr. The possibility of adding a crosswalk and sidewalk ramps at the intersection of US 51 and Barnett Ave. has been discussed with IDOT. The intent would be to connect the hotels and motels on the east side of US 51 to the commercial areas and restaurants on the west side without having to drive. In order for this to happen, sidewalks would have to be added to Barnett Ave. Easements and/or new ROW would likely be necessary in order to add sidewalks to this road.

Chastain requests direction from the Board on if you would like to pursue this project. If the Board wishes to proceed, the next step would be to return with a contract to complete the scope of the project prepare a PDR at a future Board meeting. Thank you for the opportunity to serve the Village in this matter. If you have further questions, please feel free to contact me, Jeremy or Stephanie at your convenience.

Matthew B. Foster

OLD BUSINESS

ITEM 5

CHASTAIN & ASSOCIATES LLC CONSULTING ENGINEERS

MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Stephanie E. Brown, AICP
Date: October 12, 2022
cc: Ms. Jill Applebee, Village Administrator
Re: Family Sports & Nature Park Phase I Update

Honorable Mayor and Trustees,

As an update to the first phase of the project, we present you with the following information:

a. The final closing date for the property purchased with the LWCF grant was February 23, 2021. Based on the language in the grant agreement, the work on the property must commence within three years of the purchase, so by February 23, 2024, work must begin on the project. To be certain, we have asked IDNR for verification in September and will forward to the Village as soon as it is received.

b. The design engineering for the first phase of the project is complete. This includes earthwork, seeding, pond, parking lot, walking path, and trees. Per Village Board direction, bidding documents have not been completed are the project will not be advertised until the Village learns if they received the 2023 OSLAD grant (see #3). If the grant is received, then a design for the dog park and ADA fishing pier will need to be completed and the bidding will then need to follow the bid requirements of the grant through IDNR. If the Village is unsuccessful with the grant, then bidding documents will be prepared and the project advertised without the inclusion of the dog park and ADA fishing pier. This alternative would follow the Village's standard bidding procedure to meet the requirements of the LWCF grant.

c. The OSLAD grant was submitted on Friday, September 30, 2022. This was a resubmission of the 2021 grant request, but requested the maximum of $600,000 from the state (previously the match was $400,000). The grant includes earthwork, seeding, pond, parking lot, walking path, trees, the dog park, and an ADA fishing pier. This year, the grant was completely submitted online through the Village's GATA portal and Village Staff reviewed, approved, and submitted the final application. Also new this year, IDNR has selected a panel of outside judges to review the applications. This independent review body will give IDNR their recommendations for award. We are hopeful this objective approach will show the merit of the project and, hopefully, expedite the review timeline.

OSLAD NEXT STEPS:

1. In the next 2-3 months (now through December) the IDNR Review Team will coordinate site visits with each application. Each project will be scored after the site visit.
2. Once complete, the Director of IDNR reviews and approves the DNR staff funding recommendations.
3. The work may commence on an awarded project once the contract is signed. Work must be complete within 24 months of the date of the signing of the agreement.

Thank you for the opportunity to serve the Village in this matter. If you have further questions, please feel free to call me at either (217) 429-8800x1115 (w) or (618) 889-5592 (c) or email me at sbrown@chastainengineers.com.

Stephanie E. Brown

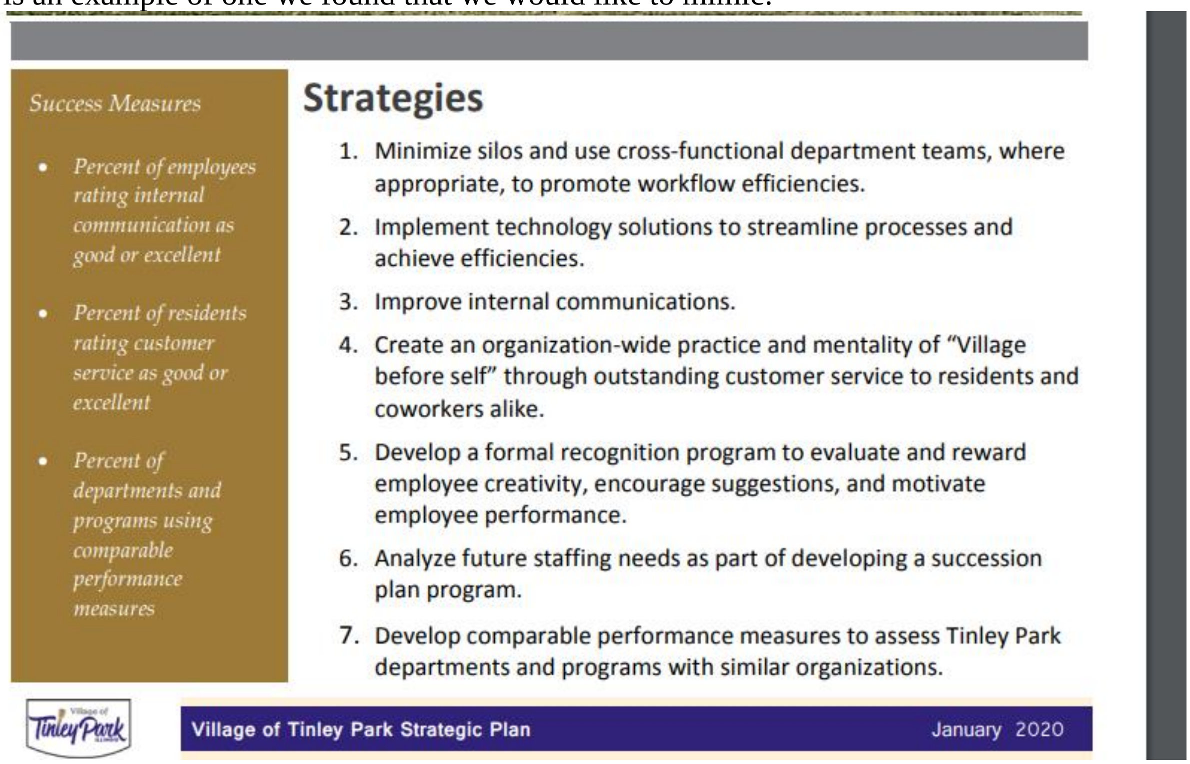
OLD BUSINESS

ITEM 6

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: September 20, 2022
Subject: Strategic Plan

Steven and I have done much research on other communities' plans as well as our current strategic plan. In our opinion, it is more of a detailed "to-do list for staff and not a plan laid out strategically. We feel it is going to be crucial for the success of the plan to have a more concise, user-friendly document. The public, board, and staff all need to be able to read and understand. That is not to say we are taking away items from the old plan, we will just integrate them into a new format. This is an example of one we found that we would like to mimic:



Success Measures

- *Percent of employees rating internal communication as good or excellent*
- *Percent of residents rating customer service as good or excellent*
- *Percent of departments and programs using comparable performance measures*

Strategies

1. Minimize silos and use cross-functional department teams, where appropriate, to promote workflow efficiencies.
2. Implement technology solutions to streamline processes and achieve efficiencies.
3. Improve internal communications.
4. Create an organization-wide practice and mentality of "Village before self" through outstanding customer service to residents and coworkers alike.
5. Develop a formal recognition program to evaluate and reward employee creativity, encourage suggestions, and motivate employee performance.
6. Analyze future staffing needs as part of developing a succession plan program.
7. Develop comparable performance measures to assess Tinley Park departments and programs with similar organizations.

Village of Tinley Park Strategic Plan January 2020

This is just information for you so you know we are moving forward and will have something for your review at the November 29 meeting.

As always, if you are in need of anything further regarding this or any other matter, please do not hesitate to contact me.

OLD BUSINESS

ITEM 7

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: September 20, 2022
Subject: Budget Times

We will have groups meet during the week of Oct 24 from 3:00-5:00

Dates available will be Oct 24, Oct 25, and Oct 26. If that time does not work for you, please let me know asap.

Groups are:
Jeremy/Lauren
Marilyn/Jeff
Jim/Bob

As always, if you are in need of anything further regarding this or any other matter, please do not hesitate to contact me.

CLOSED SESSION