

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, ILLINOIS
6:30 P.M.
TUESDAY, MAY 2, 2023
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 MAY 18, 2023
2. APPROVAL OF WARRANTS
3. APPROVAL OF REAPPOINTMENT OF KEN KIRCHNER AND MARY JANE LINTON TO THE LIBRARY COMMISSION

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. DISCUSSION AND POTENTIAL ACTION REGARDING IDOT PRELIMINARY PLANS FOR IMPROVEMENTS TO US ROUTE 51 (VILLAGE ENGINEER JEREMY BUENING)
2. DISCUSSION AND POTENTIAL ACTION REGARDING THE CHASTAIN CONTRACT SUPPLEMENT FOR BIDDING SERVICES ON THE FORSYTH FAMILY SPORTS AND NATURE PARK – LWCF COMPLIANCE PROJECT (VILLAGE ENGINEER JEREMY BUENING)

NEW BUSINESS

1. ORDINANCE NUMBER 2023-13 AN ORDINANCE TO APPROVE A TEXT AMENDMENT TO THE DEVELOPMENT ORDINANCE ALLOWING KENNELS AS A SPECIAL USE IN AREAS ZONED C1 AND C2 (VILLAGE ATTORNEY LISA PETRILLI)
2. ORDINANCE NUMBER 2023-14 AN ORDINANCE APPROVING A SPECIAL USE AT 350 S. ROUTE 51 TO ALLOW FOR THE OPERATION OF A KENNEL (VILLAGE ATTORNEY LISA PETRILLI)
3. INSTALLATION OF RE-ELECTED VILLAGE OFFICERS (VILLAGE CLERK CHERYL MARTY)

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

5 ILCS 120/2(c)(1): The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity.

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.

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSION

ADJOURNMENT

Join Zoom Meeting

<https://us06web.zoom.us/j/87256491609>

Meeting ID: 872 5649 1609

One tap mobile

+13126266799,,87256491609# US (Chicago)

Meeting ID: 872 5649 1609

CONSENT AGENDA

ITEM 1

**MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF FORSYTH, ILLINOIS,
HELD AT 6:30 P.M. ON TUESDAY, APRIL 18, 2023
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 Lauren Young, Trustee Dave Wendt, Trustee Jeremy Shaw, Trustee Jeff London, Trustee Marilyn Johnson, Trustee Bob Gruenewald

Staff Present:

Village Administrator Jill Applebee, Village Clerk Cheryl Marty, Village Treasurer Rhonda Stewart, Public Works Director Darin Fowler, Library Director Steven Ward, Village Attorney Lisa Petrilli, Village Engineer Representative Stephanie Brown

Others Present: Ron Macek (Rise Broadband), Pat Coit (resident)

CONSENT AGENDA

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF APRIL 4, 2023
2. APPROVAL OF WARRANTS
3. APPROVAL OF TREASURER'S REPORT FOR THE MONTH OF MARCH, 2023

MOTION

Trustee Gruenewald made a Motion to approve the Consent Agenda along with corrections to the Minutes as noted and Trustee London seconded the Motion.

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

Yeas: 6 – Young, Wendt, Shaw, London, Johnson, Gruenewald
Nays: 0 – None
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.

None.

ADMINISTRATION REPORTS

1. Law Enforcement Report
Sheriff Deputy Hale said retail thefts at the mall and Menards continue to be an issue.
2. Village Staff Reports
Mayor Peck appreciated the signs for hydrant flushing throughout the Village this weekend. Trustee Wendt spoke about the Maroa-Forsyth/City of Decatur Bass Fishing Tournament at Lake Decatur on October 14-15. The conversation then turned to the option for local hotels to form their own association. Village Attorney Petrilli said the law states that the municipality they're located in has to approve it. A short discussion ensued.

OLD BUSINESS

1. DISCUSSION AND POTENTIAL ACTION REGARDING SPORTS AND NATURE PARK (ADMINISTRATOR JILL APPLEBEE)

Mayor Peck reiterated the importance of getting started on the Sports and Nature Park per our grant agreement. A lengthy discussion ensued regarding the layout and the pond location. Trustee Wendt doesn't see the need for a four-plex ball diamond but regardless of what goes in that area he felt the pond needs to remain where it's located and Trustee Gruenewald agreed with his comments. Village Engineer representative Stephanie Brown explained details of the layout. \$150,000 could possibly be saved if we don't re-engineer the edge of the pond. After thorough discussion all Board members agreed to leave the pond edge and five acres as is so future options are available and it can be bid out sooner. Brown confirmed construction could be ready to go to bid within two weeks from signed contract.

No motion needed.

NEW BUSINESS

1. ORDINANCE NUMBER 2023-12 AN ORDINANCE ANNEXING CERTAIN TERRITORY INTO THE VILLAGE OF FORSYTH, ILLINOIS (ADMINISTRATOR JILL APPLEBEE)

Village Attorney Petrilli explained the details of the property under consideration. It's likely that this odd property legal identity occurred years ago and has only recently been acknowledged that annexation is needed. A short discussion ensued.

MOTION

Trustee Shaw 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: 6 – Young, Wendt, London, Johnson, Shaw, Gruenewald

Nays: 0 – None

Absent: 0 – None

Motion declared carried.

2. PRESENTATION OF RISE BROADBAND (ADMINISTRATOR JILL APPLEBEE, RON MACEK)

Administrator Applebee introduced Ron Macek from Rise Broadband. He made a presentation explaining Rise Broadband services that provide faster fiber internet services for residential and commercial usage. They have installed this in Maroa already and are interested in next bringing it to Forsyth and Argenta. He outlined the responsibilities of Rise Broadband and of the Village once this installation occurs. A discussion ensued with general questions from the Board. It was understood that this installation can and will occur in the Village without our permission, yet he wanted to first establish a good relationship with the Village regardless. The timeline is yet undetermined.

No motion or vote needed from the Board per Village Attorney Petrilli.

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

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

Village of Forsyth
Board Meeting Minutes
April 18, 2023

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.

MOTION

Trustee Wendt made a Motion to move to Closed Session and Trustee Shaw seconded the Motion.

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

Yeas: 6 – Young, Wendt, Shaw, London, Johnson, Gruenewald
Nays: 0 – None
Absent: 0 – None

Motion declared carried.

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSION

A brief discussion was held on a proposed solar panel farm within 1.5 miles of the Village limits. Village Attorney Petrilli will confirm the process to challenge it if we so desire. A short discussion centered around the fact that this is area where we might expand the Village in the future.

ADJOURNMENT

Trustee Wendt made the Motion to adjourn and Trustee Young seconded the Motion. All Board members agreed by voice vote, and the meeting was adjourned at 8:30 P.M.

By: Cheryl Marty
Village Clerk

CONSENT AGENDA

ITEM 2

SYS DATE:04/25/23

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 991

SYS TIME:09:08
[NW1]

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DATE: 04/25/23

Tuesday April 25, 2023

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
01 CARDMEMBER SERVICE			2979.69	
042523	01-10-917	EASTER EGG HUNT		202.71
042523	01-11-929	MISC EXP		26.19
042523	01-11-551	POSTAGE		121.95
042523	01-10-929	GIFT T. HORVE & SAMS MEMBERSHIP		129.34
042523	01-53-671	BOOKS		56.33
042523	01-53-909	PURCHASE FROM DONATIONS		96.32
042523	01-53-913	PROGRAMMING		708.63
042523	01-53-651	OFFICE SUPPLIES		36.98
042523	01-53-681	AUDIO VISUAL		110.29
042523	01-10-914	LIQUOR LICENSE FOR FAMILY FEST		78.00
042523	01-41-560	PROF DEVELOPMENT		25.00
042523	01-52-617	GROUND MAINT SUPPLIES		564.87
042523	01-11-537	IT SERVICE		119.99
042523	01-11-560	BOOKS		254.57
042523	01-11-651	SIGN HOLDERS		28.99
042523	01-41-929	MISC EXP		224.33
042523	01-53-654	JANITORIAL SUPPLIES		138.80
042523	01-41-549	PRINTS		39.90
042523	01-53-659	LIBRARY SUPPLIES		16.50
01 DELTA DENTAL OF ILLINOIS-RISK			721.45	
042523	01-11-451	REPL CHECK FR 58685,58739,58762		721.45
** TOTAL CHECKS TO BE ISSUED			3701.14	

SYS DATE:04/25/23

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 991
Tuesday April 25, 2023

SYS TIME:09:08
[NW1]

DATE: 04/25/23

PAGE 2

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
GENERAL FUND			3701.14	
*** GRAND TOTAL ***			3701.14	
TOTAL FOR REGULAR CHECKS:			3,701.14	

DATE: 05/02/23

PAGE 1

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
01 DAVE & JEN PECK			284.00	
230132	01-10-914	MEDALS FOR RACE & PICKLE BALL		230.00
230142	01-10-913	RETIREMENT PLAQUE FOR B COCHRAN		54.00
01 AMEREN ILLINOIS			5305.03	
042823	01-11-571	ELECTRIC UTILITIES		122.82
042823	01-41-571	ELECTRIC UTILITIES		122.30
042823	01-41-572	ELECTRIC UTILITIES		3083.47
042823	01-41-579	ELECTRIC UTILITIES		230.82
042823	01-52-571	ELECTRIC UTILITIES		800.42
042823	01-53-571	ELECTRIC UTILITIES		329.30
042823	51-00-571	ELECTRIC UTILITIES		244.90
042823	52-00-571	ELECTRIC UTILITIES		371.00
01 ATLAS LOCK, INC.			16.00	
45541	01-52-511	BLDG MAINT SERVICE		16.00
01 BLACKSTONE AUDIO, INC			42.95	
2097319	01-53-681	AUDIO VISUAL		42.95
01 BLUEROCK EVENT SOLUTIONS LLC			399.00	
FD34C854-1	01-10-917	ADD TENT & CHAIRS TO MAY 5 MARKET		399.00
01 BENEFIT PLANNING CONSULTANTS,			272.55	
042823	01-11-549	J. NEWELL HRA DEDUCTIBLE		272.55
01 CORN BELT ENERGY CORPORATION			1385.43	
042823	51-00-571	MAR '23 WELL #6 UTILITIES		1385.43
01 CONSTELLATION NEWENERGY			1892.83	
3725974	01-11-571	MAR '23 GAS UTILITIES		158.23
3725974	01-41-571	MAR '23 GAS UTILITIES		411.55
3725974	01-53-571	MAR '23 GAS UTILITIES		491.92
3725974	51-00-571	MAR '23 GAS UTILITIES		831.13
01 DECATUR PUBLIC LIBRARY			42.00	
31202010429129	01-53-910	REIMB FOR DAMAGED BOOK		17.00
31202010872369	01-53-910	REIMB FOR DAMAGE BOOK		25.00
01 DUNKER ELECT SUPPLY INC			155.09	
110950-1	01-52-611	BLDG MAINT SUPPLIES		155.09
01 CENGAGE LEARNING INC/GALE			316.07	
81039293	01-53-671	BOOKS		126.36
81067424	01-53-671	BOOKS		47.98
81077372	01-53-671	BOOKS		141.73
01 KEY EQUIPMENT & SUPPLY CO.			2352.60	
STL103188	01-41-612	EQUIP MAINT-STREET SWEEPER		2352.60
01 LOWE'S COMPANIES, INC.			33.24	
042822	01-52-652	OP SUPPLIES		33.24
01 MACON COUNTY RECORDER			106.00	
134550	01-11-553	RELEASE LIEN 750 APACHE DR		53.00
134646	01-11-553	RECORD ANNEX OF PROPERTY		53.00
01 MENARDS			381.01	
042823	01-52-652	OP SUPPLIES		41.94
042823	01-52-611	BLDG MAINT SUPPLIES		84.72

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
042823	01-41-611	BLDG MAINT SUPPLIES	67.40	
042823	52-00-652	BLDG MAINT SUPPLIES	56.88	
042823	01-41-652	OP SUPPLIES	130.07	
01 MISSISSIPPI LIME COMPANY 1666341	51-00-656	LIME-CHEMICALS	5407.75	5407.75
01 MORGAN DISTRIBUTING, INC. 419325	01-52-655	FUEL	1090.78	1090.78
01 MOST DEPENDABLE FOUNTAINS INC. INV72516	01-52-617	GROUND MAINT FOUNTAINS	208.00	208.00
01 NAPA AUTO PARTS 054579	01-41-612	EQUIP MAINT SUPPLIES	44.99	44.99
01 QUADIENT, INC 60106915	01-11-512	QTR POSTAGE METER RENTAL	120.00	120.00
01 PRAIRIE COMPUTER NETWORK SOLUT 1022	01-53-549	IT SUPPORT	400.00	180.00
1022	01-53-651-1	COMPUTER EQUIP		220.00
01 SAM'S CLUB/GECF 042823	01-53-913	PROGRAMMING	140.80	25.66
042823	01-10-917	RETURNED ITEMS FR EASTER EGG HUNT		37.44-
042823	01-11-929	MISC EXP		152.58
01 AT & T 042823	52-00-552	783 STEVENS CRK APR '23 PHONE LINE	716.17	85.46
042823	52-00-552	101 HUNDLEY APR '23 PHONE LINE		85.41
042823	52-00-552	440 HUNDLEY APR '23 PHONE LINE		85.41
042823	52-00-552	815 W FORSYTH PK APR '23 PHONE LINE		459.89
01 MACON COUNTY SHERIFF/ 042823	01-11-535	1ST QTR DEPUTY CONTRACT	109981.18	109981.18
01 SORLING, NORTHRUP, HANNA, CULL 214091	01-11-533	MAR '23 WESTERMAN LEGAL SERVICES	1402.50	1402.50
01 STAPLES CREDIT PLAN 042823	01-53-651	OFFICE SUPPLIES	91.69	91.69
01 STOLLEY TERMITE & PEST CONTROL 042823	01-53-511	MONTHLY BUG SPRAY	135.00	65.00
042823-1	01-11-511	VH BUG SPRAY		70.00
01 THIRD MILLENNIUM ASSOCIATES, I 29058	51-00-549-1	MAY '23 W/S BILLING	427.10	213.55
29058	52-00-549-1	MAY '23 W/S BILLING		213.55
01 UTILITY SUPPLY OF AMERICA, INC 331644	01-41-652	SAFETY GLOVES	653.89	653.89
01 US POSTAL SERVICE (CAPS) 042823	51-00-549-1	MAY '23 W/S BILLING POSTAGE	657.48	328.74
042823	52-00-549-1	MAY '23 W/S BILLING POSTAGE		328.74
01 VILL OF FORSYTH 042823	01-11-571	MAY '23 W/S UTILITIES	150.00	150.00
** TOTAL CHECKS TO BE ISSUED			134611.13	

SYS DATE:04/27/23

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 992
Tuesday May 02,2023

SYS TIME:10:48
[NW1]

DATE: 05/02/23

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
GENERAL FUND			124513.29	
WATER OPERATIONS			8411.50	
SEWER OPERATIONS			1686.34	
*** GRAND TOTAL ***			134611.13	
TOTAL FOR REGULAR CHECKS:			129,203.38	
TOTAL FOR DIRECT PAY VENDORS:			5,407.75	

CONSENT AGENDA

ITEM 3



To: Village Mayor, Trustees and Administrator

From: Steven Ward, Library Director

Date: May 2, 2023

Re: Library Commission Members

I recommend the following reappointments to the Library Commission:

Ken Kirchner
753 Christopher Drive, Forsyth, IL 62535
Term expires 2026

Mary Jane Linton
1032 W. Weaver Rd., Forsyth IL 62535
Term expires 2026

Steven Ward
April 27, 2023

ADMINISTRATION REPORTS

ENGINEER'S REPORT

Forsyth; May 2, 2023 Board Meeting

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

Project 6928 – Maroa-Forsyth Grade School Bike Path

The environmental subconsultant is scheduled to take the field samples on April 26 from the old railroad ROW. They will prepare the Preliminary Site Investigation report in May.

Project 7982 – Forsyth Park LWCF Grant Compliance

We have prepared a contract supplement to add bidding assistance to the scope of the design engineering services for consideration of the Board. If approved, we will meet with Village staff to finalize the schedule for bidding this work out.

Project 8000 – Well No. 7

Work at the well 7 site continues. The footings for the well building have been constructed. Dirt work to raise the grade of the site will continue over the next weeks, as weather allows. Underground piping work is also anticipated to proceed soon.

Project 8498 – Advisory Services

Grayhawk Pavement Repairs: We will be meeting with Village staff in the next few weeks to discuss and review repairs in the subdivision in order to proceed with the project.

Veterans Pond Outfall Repairs: This project will be rebid late spring/early summer 2023 and will be scheduled to start after the DISC golf tournament.

Eastside Bike Path Maintenance: We will be meeting with Village staff in the next few weeks to discuss and review repairs on the path in order to proceed with the project.

US Route 51 Improvements: We have reviewed the preliminary plans for the project. We have prepared a presentation for the Board for discussion at the Board meeting.

Project 8594 – Moon St Sidewalk Improvements

We are working on fitting this project into our survey schedule.

Project 8595 – Barnett Ave Reconstruction

We are working on fitting this project into our survey schedule.



Library Director's Report

May 02, 2023

- Registration for the 2023 Summer Reading Program “Find Your Voice” will begin on Monday, June 5. We have an amazing Summer Reading Program planned this year, and it all begins with a kick-off event featuring Absolute Science’s Bubble Stations and Mega Foam Blaster on Saturday, June 10 from 10:00 a.m. to 12:00 p.m. In addition to having fun programs for people of all ages, we will also have reading challenges for ages birth through adult. Prizes will be awarded upon completion of reading levels, and there will be grand prize drawings for participants in each age group that finish all reading levels before the end of the program. It is going to be an action-packed and fun summer at the library!
- Youth Services Librarian, Jana Howe, and Adult Services Librarian, Pam Schmahl, have done a great job reaching out to area businesses about our 2023 Summer Reading Program. They have made many personal connections through phone calls and in-person visits, and have secured a ton of amazing prizes to help incentivize reading. Area businesses help make the FPL Summer Reading Program a success each year, and we greatly appreciate their support!
- Planting of the Larry Reed Youth Memorial Garden will take place on Tuesday, June 6 at 10:00 a.m., with a rain date of Friday, June 9. We will soon be looking for youth volunteers that would like to help plant flowers in the garden, with assistance from the Garden Club of Decatur.
- The library’s annual book sale will take place, Tuesday, May 2 through Saturday, May 6. After completing several weeding projects over the past few months, we will have many discarded library books, magazines, dvds, audiobooks, and other items available in the sale, in addition to materials that the public has donated to the library. Rather than have set prices, we are simply asking for a donation of the patron’s choice. This option has proved to be a more successful way of organizing a book sale for public libraries.
- Chair Yoga at the Library with Annette Gilson continues to be a success, and participants have had nothing but great things to say about the program. Annette has agreed to continue with Chair Yoga at the Library into the summer months, where we originally planned a hiatus for when Yoga at the Park is set to begin in June. This is great news, as residents will have the 2 options to choose from on Wednesdays, based on their comfort level.

Steven Ward
April 27, 2023

Public Works Report 4-27-23

Parks:

- *Practices and games are going on for the High School, Youth League, and Travel ball. We have been working on the fields, to also include both fertilizing and mowing / trimming.
- *HS Tennis / Pickleball matches continue, leaves and debris removal are our main focus.
- *Continued with mowing the parks, especially the Disc Golf Course as there is a tournament April 30. Tee pad and basket areas cleaned up.
- *Completed pavilion maintenance and cleaning.
- *Tennis / Pickleball bathrooms were vandalized April 23rd... we restored them the next day.
- *Always working on trash / limb pickup.
- *Decatur Park District completed road repairs on Timber Lane following bike trail work.
- *Stump removal around the parks, trail, and Village Hall was completed.

On our Park to do list is:

- *Plan to plant park and library flowers in May, still having cold snaps.
- *Will apply contact spray for broadleaf weeds before May 15 on ball fields, soccer fields, Village Hall and the Library.

Village:

- *We maintained the Village Hall, the Library, and other property / easements throughout the Village.
- *We worked on permit locates, ordinances, inspections, and concerns.
- *Rise Broadband is looking for a place to put their central cabinet and they need a material staging laydown area. Been working with them on that, we are thinking that behind Village Hall might be a good spot for a cabinet... Public Works Building area for the material staging location.
- With the upcoming locate / fiber optic project... we will look to get our GIS system updated with more layers, this fiber optic project will be a great time for GIS implementation as we will be locating most of the Village. We will also possibly look at purchasing a new sewer camera as it will assist us in locating sanitary and storm sewers. We pushed this item until 2024 but may need to rethink the purchasing of one.
- *Library water fountain up and running, always looks nice.
- *Received our last road salt delivery, and our dome is full.
- *Continued with trash cleanup around the Village and Route 51, most of the trash flies out of waste hauler trucks.
- *Two more Public Works employees passed General Standard / Mosquito training.
- *Continued with mowing / fertilizing Village properties and easements.
- *Limb program is in progress.

On our Village to do list is:

- *We have ~3 storm drains at Stevens Creek that are sinking, we will repair them once a few things slow down.
- *Village street striping will be moved to 2024, the focus will be on Rt 51 and the striping of all lanes that are entering / exiting Rt 51.
- *Still need to remove trees on Smith Street and Shafer. Also have 3 trees to remove on Gunnar Lane.

Water Treatment Plant / Sewer:

- *Continued with meeting monthly / annual IEPA sampling and analysis requirements.
- *Chlorine gas rotameter changeout is needed, they are changed out about every 2 years as the gas will eventually eat away the seals.
- *Completed Spring water hydrant flushing.
- *Maroa has inquired about Forsyth providing water to Maroa in case of an emergency (ERP Planning). They average about 120,000 gallons a day, Maroa would provide trucking to and from.
- *Contacted Decatur about a discussion regarding the installation of 3 connections to assist in ERP planning of water supply. Connections would consist of valves and meters.

On our Water / Sewer to do list is:

- *Complete monthly IEPA sampling and other required sampling.

Thanks, Darin

OLD BUSINESS

ITEM 1



MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
 From: Matthew B. Foster, PE, PLS
 Date: April 27, 2023
 cc: Jill Applebee, Village Administrator
 Darin Fowler, Director of Public Works
 Jeremy Buening, Chastain & Associates LLC
 Stephanie Brown, Chastain & Associates LLC
 Re: US Rt. 51 Preliminary Plan Review

Honorable Mayor and Trustees,

As requested, we have reviewed the preliminary plans IDOT has provided for the improvements on US Rt. 51 through Forsyth. The following is a summary of the improvements and recommendations the Village should request in order to improve the final product once the project is complete. Currently, IDOT anticipates this project will be on their August letting which means construction will carry over into 2024.

- Mainline US Rt. 51: Improvements to the mainline pavement include milling, overlay, curb & gutter reconstruction, shoulder work, median reconstruction, and pavement striping. The median improvements include the stamped and colored surface for sections within the Village limits and standard median surface outside the Village limits.
- Barnett Ave Intersection West Leg: They intend to butt joint about 124' from the edge of the turn lane (approximately the end of the striped island). A sidewalk ramp will be added to the NW quadrant and pedestrian push buttons and crosswalk striping will be added to cross US Rt. 51. They also plan to reconstruct curb & gutter in both quadrants as well as the island in the SW quadrant. The pavement along US Rt. 51 south of Barnett will be widened and extended slightly to extend the existing merging lane and the traffic signal will become a continuous green for eastbound Barnett drivers turning right to southbound US Rt. 51. There are some discrepancies in their plans, where it shows some of the median on Barnett being replaced whereas other areas of the plans show the existing median remaining. We will get clarification on this.
- Barnett Ave Intersection East Leg: They intend to butt joint about 21' from the edge of the turn lane (approximately the end of the striped island). A sidewalk ramp will be added to the NE quadrant and pedestrian push buttons and crosswalk striping will be added to cross US Rt. 51. A median pedestrian refuge area will also be added through the US Rt. 51 median. The existing pavement surface is asphalt to about 321' from the edge of the pavement where it turns into concrete. Since the Village is proceeding with improvements to Barnett Ave, we don't have any recommendations for changes to this intersection.
- Highland Dr Intersection East Leg: They intend to butt joint about 10' from the edge of the turn lane. No other improvements are proposed on this leg. The existing pavement surface is asphalt to about 38' from the edge of the pavement where it turns into concrete. Our recommendation would be to request IDOT extend the milling and overlay to the start of the concrete pavement.

- Lucille Ave. Intersection West Leg: They intend to butt joint about 21' from the edge of the turn lane pavement (approximately the start the median). Aside from restriping the portion they repaved, no other improvements are proposed. The existing pavement surface is asphalt and there is a joint between new asphalt paved by the mall a few years ago and the old asphalt around 93' from the edge of the turn lane pavement. Our recommendation would be to request IDOT extend their milling and overlay to the joint mentioned above on this leg of the intersection.
- Lucille Ave. Intersection East Leg: They intend to butt joint about 21' from the edge of the pavement (approximately halfway to the stop bar). No other improvements are proposed on this leg. The existing pavement surface is asphalt to about 230' from the edge of the pavement where it turns into concrete. Our recommendation would be to request IDOT extend their milling and overlaying another 12' (to the stop bar) to flatten the transition on this leg of the intersection.
- Marion Ave Intersection West Leg: They intend to butt joint about 21' from the edge of the pavement (approximately the stop bar). The sidewalk ramp in the NW quadrant will be reconstructed to ADA/PROWAG standards. The existing pavement surface is asphalt to about 61' from the edge of the pavement where it turns into concrete. The existing asphalt needs some work. Our recommendation would be to request IDOT extend their milling, overlay, and restriping to the joint mentioned above on this leg of the intersection.
- Marion Ave Intersection East Leg: They intend to butt joint about 21' from the edge of the pavement (approximately the stop bar). A sidewalk ramp will be added to the NE quadrant and pedestrian push buttons and crosswalk striping will be added to cross US Rt. 51. The existing pavement surface is asphalt to about 91' from the edge of the pavement where it turns into concrete. The existing asphalt does have some cracking. Our recommendation would be to request IDOT extend their milling, overlay, and restriping to the joint mentioned above on this leg of the intersection.
- Weaver Rd Intersection West Leg: They intend to butt joint about 26' from the edge of the pavement (just past the stop bar). The sidewalk ramp in the NW quadrant will be reconstructed to ADA/PROWAG standards and pedestrian push buttons/signal heads will be updated. The existing pavement surface is concrete, and the Village recently did some patching and crack sealing on it. We do not have any recommendation for changes on this leg of the intersection.
- Weaver Rd Intersection East Leg: They intend to butt joint about 21' from the edge of the pavement (approximately the stop bar). The sidewalk ramp in the NE quadrant will be reconstructed to ADA/PROWAG standards and pedestrian push buttons/signal heads will be updated. The existing pavement surface is concrete, and the Village recently did some patching and crack sealing on it. We do not have any recommendation for changes on this leg of the intersection.
- Magnolia Dr Intersection East Leg: They intend to butt joint about 10' from the edge of pavement. No other improvements are proposed on this leg. The existing pavement surface is concrete, and the Village recently did some crack sealing on it. We will recommend IDOT extend this further to avoid a ramp-effect.
- Menards Dr Intersection West Leg: They intend to butt joint about 10' from the edge of pavement. Aside from restriping the portion they repaved, no other improvements are proposed. The existing pavement surface is concrete, and the Village recently did some patching and crack sealing on it. We will recommend IDOT extend this further to avoid a ramp-effect.

- Cox St Intersection West Leg: They intend to butt joint about 21' from the edge of the pavement (just short of the stop bar). The sidewalk ramp in the SE quadrant will be reconstructed (5' width) to ADA/PROWAG standards and pedestrian push buttons/signal heads will be updated. The existing pavement surface is concrete, and the striping looks to be in decent shape. We don't have any recommendations to modify this leg of the intersection.
- Cox St Intersection East Leg: They intend to butt joint about 21' from the edge of the pavement (just past the stop bar). The sidewalk ramp in the SW quadrant will be reconstructed (5' width) to ADA/PROWAG standards and pedestrian push buttons/signal heads will be updated. The new pavement will be restriped. The existing pavement surface is concrete, and the Village recently did some patching and crack sealing on it. We don't have any recommendations to modify this leg of the intersection.
- Fitch St Intersection East Leg: They intend to butt joint about 10' from the edge of pavement. No other improvements are proposed on this leg. The existing pavement surface is concrete. We will recommend IDOT extend this further to avoid a ramp-effect.
- Forsyth Pkwy Intersection West Leg: They intend to butt joint about 21' from the edge of the pavement. The sidewalk ramp in the SW quadrant will be reconstructed to ADA/PROWAG standards. The existing pavement surface is concrete, and the Village recently reconstructed it. We don't have any recommendations to modify this leg.
- Ruehl St Intersection East Leg: They intend to butt joint about 21' from the edge of the pavement. The sidewalk ramps in the SE quadrant and NE quadrants will be reconstructed to ADA/PROWAG standards. The existing pavement surface is concrete, and the Village recently did some patching and crack sealing on it. We don't have any recommendations to modify this leg.
- Grant St Intersection East Leg: They intend to butt joint about 10' from the edge of pavement. No other improvements are proposed on this leg. The existing pavement surface is concrete. We will recommend IDOT extend this further to avoid a ramp-effect.
- CH 20 Intersection West Leg (County Responsibility): They intend to butt joint about 21' from the edge of the pavement (5' short of the stop bar). Aside from restriping the portion they repaved, no other improvements are proposed. The existing pavement surface is concrete, and the striping looks to be in decent shape. We don't have any recommendations to modify this leg of the intersection since it is not the Village's responsibility to improve it. However, the proposed butt joint width does not appear to cover all of the pavement issues in the radii. Extending the butt joint another 5 to 10 feet would probably cover most of it.
- CH 20 Intersection East Leg (County Responsibility): They intend to butt joint about 21' from the edge of the pavement (5' short of the stop bar). Aside from restriping the portion they repaved, no other improvements are proposed. The existing pavement surface is concrete. We don't have any recommendations to modify this leg of the intersection since it is not the Village's responsibility to improve it.

MEMORANDUM
RE: US Rt. 51 Preliminary Plan Review
April 27, 2023

One item not discussed above is the possibility of extending restriping work out past IDOT's limits of paving. In a lot of cases, striping as it approaches US Rt. 51 is worn and could use some refreshing. Public Works Director Fowler has received complaints about the striping, specifically the east leg of Barnett Ave, but multiple other intersections could use some work. It would likely be less expensive to the Village if this work could be included with the State's contract. If the Board would like for us to pursue this possibility, please provide that direction as soon as possible.

In order to proceed with plans, IDOT will need to execute an agreement with the Village for sharing certain costs on this project. Currently, they are estimating the Village's share of the project to be \$215,300. This includes 10% of the proposed signal work at Barnett Ave, Marion Ave, Weaver Rd, and Cox St (locations with crosswalks) and the additional cost of coloring and stamping the medians within the Village limits as discussed previously. This cost is only an estimate at this point and will need to be finalized once bids are received. This cost would also be impacted by any of the suggested modifications above. We expect any additional work at the intersections requested by the Village would need to be added to the Village's share. Once the initial estimated cost is sorted, IDOT will provide a funding resolution for approval by the Board.

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



OLD BUSINESS

ITEM 2



MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Matthew B. Foster, PE, PLS
Date: April 26, 2023
cc: Jill Applebee, Village Administrator
Re: Forsyth Family Sports and Nature Park – Bid Assistance Supplement

Honorable Mayor and Trustees,

With the direction to proceed with sending the project out for bids at the last meeting, we have prepared a supplement for bid assistance services for your consideration. This supplement adds bid assistance to the contract approved in April 2021. We have estimated our services for this supplement will be \$7,000 on a not to exceed basis. The original contract fee for Engineering Design Services was \$81,000; with the additional bid assistance fee of \$7,000 added, the overall total fee would be \$88,000. We recommend approval of this supplement in order to proceed with the bidding process.

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

A handwritten signature in blue ink, appearing to read "Matt B. Foster".

SUPPLEMENTAL AGREEMENT NO. 1

TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF FORSYTH AND CHASTAIN & ASSOCIATES LLC

DATE OF AGREEMENT:	April 6, 2021	PROJECT NO.:	7982
DATE OF SUPPLEMENT:	May 2, 2023	PROJECT NAME:	Forsyth Family Sports & Nature Park – LWCF Compliance

DESCRIPTION:

This Supplement No. 1 covers additional services for **BIDDING ASSISTANCE** for the Forsyth Family Sports & Nature Park – LWCF Grant Compliance project in the above-described Agreement for Professional Services.

FEE BASIS:

An increase of \$7,000 to a total contract fee maximum of **\$88,000** on a not to exceed basis for Engineering Design services.

SCOPE OF SERVICES:

The following services shall be added to the previously established scope of services for this project:

- a. Prepare bidding specifications and project manual.
- b. Advertise project for bids in accordance with State and Local requirements for competitive bids.
- c. Host one public bid opening.
- d. Evaluate bids and prepare a recommendation of award for consideration by the Board.

Services not listed in the scope of work described above are not included in this proposal. The following items are specifically excluded from the agreement. This list is for informational purposes only and is not intended to be complete:

- a. Boundary Survey & Subdivision Plats (Completed during subdivision of property prior to acquisition).
- b. Sanitary and Water Facility Design & Permits
- c. Traffic Studies
- d. Archaeological Surveys
- e. Structural Design or Inspections
- f. Future Phase Development Designs
- g. Grant Applications (Addressed as potential funding sources are identified and come available)
- h. Construction Phase Assistance/Observation
- i. Construction Staking
- j. Record Drawings

DATE _____

BY _____

OWNER VILLAGE OF FORSYTH, ILLINOIS

TITLE MAYOR

CHASTAIN & ASSOCIATES LLC

BY _____

DATE _____

TITLE PRINCIPAL

AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT DATA - DATE OF AGREEMENT: April 6, 2021 JOB NO.: 7982

PROJECT NAME: Forsyth Family Sports & Nature Park - LWCF Grant Compliance

START DATE: April 7, 2021 ESTIMATED COMPLETION DATE: Coord. w/ Client

LOCATION: **Forsyth Family Sports & Nature Park**

CLIENT: Village of Forsyth, IL

CLIENT CONTACT: David Strohl, Village Administrator

BILLING ADDRESS: **301 South US 51, Forsyth, IL 62535**

CLIENT PHONE #: **217-877-9445**

SCOPE OF SERVICES- ** See Attached Option 2D Scope and Exhibit Map **

FEE BASIS - ☐ Lump Sum Amount

☒ Estimated Cost (figured on time and materials basis) \$81,000 Not To Exceed

CONDITIONS - THE CONDITIONS UNDER WHICH THE ABOVE STATED SERVICES ARE BEING PROVIDED ARE SET OUT ON THE ATTACHED PAGE TITLED "TERMS AND CONDITIONS" AND ARE INCORPORATED HEREIN BY REFERENCE. THE ABOVE INFORMATION IS A SUMMARY OF OUR AGREEMENT FOR PERFORMANCE OF THE WORK DESCRIBED. **PLEASE INDICATE YOUR APPROVAL AND ACCEPTANCE OF THIS CONTRACT BY HAVING AN AUTHORIZED PERSON SIGN BELOW.**

ACCEPTANCE - THE UNDERSIGNED HEREBY STATES THAT HE/SHE IS THE CLIENT OR DULY AUTHORIZED AGENT OF THE CLIENT, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS AS STATED FOR THIS PROJECT AND DIRECTS THE CONSULTANT TO PROCEED WITH THE WORK AS SHOWN ABOVE AS "SCOPE OF SERVICES" AND WILL COMPENSATE THE CONSULTANT IN ACCORDANCE WITH THE FEE BASIS.

DATE 04/15/21

CLIENT **Village of Forsyth, IL**

BY Marilyn Johnson

TITLE **Mayor**

CHASTAIN & ASSOCIATES LLC

DATE 4/14/21

BY Jay B.

Title **Principal**

Mailing Address: 5 N. Country Club Rd., Decatur, IL 62521

These Terms and Conditions are a part of the Agreement between the Client and Chastain & Associates LLC, (Consultant). Any provision or part thereof of this agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

AMENDMENTS This agreement may be amended only in writing by both the Client and Consultant.

FEE BASIS (COMPENSATION FOR PROFESSIONAL SERVICES) The basis for compensation will be either 1) Lump-Sum Amount as noted on the face of this agreement or 2) Estimated Amount (figured on time and materials basis) payment for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Schedule of Hourly Rates (available upon request) in effect plus reimbursable expenses.

"Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, reproduction or printing, computer time and outside consultants.

TIME OF PAYMENT The Consultant may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for professional services will be due and payable upon the issuance of the Consultant's invoice. We bill for work done each month by the 10th of the following month.

LATE PAYMENT If the Client fails to make any payment due the Consultant for services and expenses within the time period specified, a service charge of 1.5% (annual rate of 18%) per month may be added to the Client's account at the Consultant's discretion. Client further agrees to pay all expenses of collection, including court costs and reasonable attorney fees, should it become necessary to refer Client's account for collection. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach, which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

INSURANCE AND LIMITATION Consultant is covered by commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, automobile liability insurance and workers' compensation insurance with limits which Consultant considers reasonable. Certificates of all insurance shall be provided to Client upon request in writing. Client shall be named as an additional insured on all such insurance policies and Consultant shall provide a certificate evidencing such coverage prior to the commencement of work under this Agreement. Within the limits and conditions of such insurance, Consultant agrees to indemnify and hold Client harmless from any loss, damage or liability arising directly from any negligent act by Consultant. Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance, Consultant shall not be responsible for any loss, damage or liability arising from any act by Client, its agents, staff, other consultants, independent contractors, third parties or others working on project over which Consultant has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Consultant has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

PROFESSIONAL LIABILITY INSURANCE AND LIMITATION Consultant is covered by professional liability insurance for its professional acts, errors and omissions, with limits which Consultant considers reasonable, but in no case less than \$2,000,000 per occurrence. Certificates of insurance shall be provided to Client upon request in writing. Client shall be named as an additional insured on all such insurance policies and Consultant shall provide a certificate evidencing such coverage prior to the commencement of work under this Agreement. Within the limits and conditions of such insurance, Consultant agrees to indemnify and hold Client harmless from loss, damage or liability arising from professional acts by Consultant and errors or omissions that exceed the industry standard of care for the services provided. Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Consultant shall not be responsible for any loss, damage or liability arising from any act, error or omission by Client, its agents, staff, other consultants, independent contractors, third parties or others working on project over which Consultant has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Consultant has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

AUTHORITY AND RESPONSIBILITY The Consultant shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. In the event we are not providing site observation services, the Client will indemnify and hold HLC harmless for claims arising from modifications, clarifications, interpretations, adjustments or changes made to the contract documents to reflect changed field or other conditions.

TERMINATION This agreement may be terminated by either party within fifteen days after receiving written notice. Any termination shall only be for good cause such as for legal, unavailability of adequate financing or major changes in the work. In the event of any termination, the Consultant will be paid for all services and expenses rendered to the date of termination on a basis of the Schedule of Rates plus reimbursable expenses and reasonable termination costs.

DELIVERABLES AND ELECTRONIC FILES Plans, specifications, and electronic files are instruments of service and remain the property of the Consultant. Sealed hardcopy plans provided by the Consultant are actual deliverables and have precedence over any electronic files supplied to the Client as a convenience. Electronic files are supplied in the software format currently in use by the Consultant, who has no control over deterioration or functional obsolescence due to upgraded versions of software programs. Client agrees to indemnify and hold Consultant harmless from claims resulting from unauthorized reuse of electronic files or unauthorized changes made by Client or others to files in the Client's possession. Information contained in electronic files is valid only for 60 days following delivery to the Client, and the Consultant is not responsible for data deterioration within the file.

REUSE OF DOCUMENTS All documents including drawings and specifications furnished by Consultant pursuant to this Agreement are instruments of his services in respect of the work. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work. Nothing herein, however, shall limit the Client's right to use the documents for municipal purpose, including but not limited to the Client's right to use the document in an unencumbered manner for purposes of remediation, remodeling and/or construction.

ESTIMATES OF COST Estimate of probable project cost that may be provided for herein are to be made on the basis of the Consultants experience and qualifications and represent his best judgment as a professional familiar with the industry, but Consultant cannot and does not guarantee that proposals, bids or the cost will not vary from estimate of probable cost prepared by him. If the Client wishes greater assurance as to the Cost, he shall employ an independent cost estimator.

INFORMATION PROVIDED BY OTHERS The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

DISCLOSURE RESOLUTION The parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. If such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. If the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter a method jointly agreed upon by both parties.



2021 SCHEDULE OF RATES

<u>Classification</u>	<u>Per Hour Rate Net</u>		
	RANGE		
Engineers	From	To	
Project Principal	\$216.00	-	\$219.00
Senior Project Manager	\$213.00	-	\$225.00
Project Manager II	\$168.75	-	\$183.00
Project Manager I	\$138.00	-	\$159.00
Project Engineer II	\$120.00	-	\$143.10
Project Engineer I	\$112.50	-	\$136.50
Engineer	\$79.50	-	\$107.10
Surveyors			
Chief of Survey	\$151.44	-	\$151.44
Surveyor II	\$93.00	-	\$130.50
Surveyor I	\$75.00	-	\$75.00
Technical			
Senior Technician	\$159.00	-	\$159.00
Tech. IV	\$127.50	-	\$141.00
Technician III	\$111.00	-	\$111.00
Technician II	\$92.70	-	\$109.20
Technician I	\$51.00	-	\$86.40
Office Services and Records			
Administrative	\$52.50	-	\$102.00

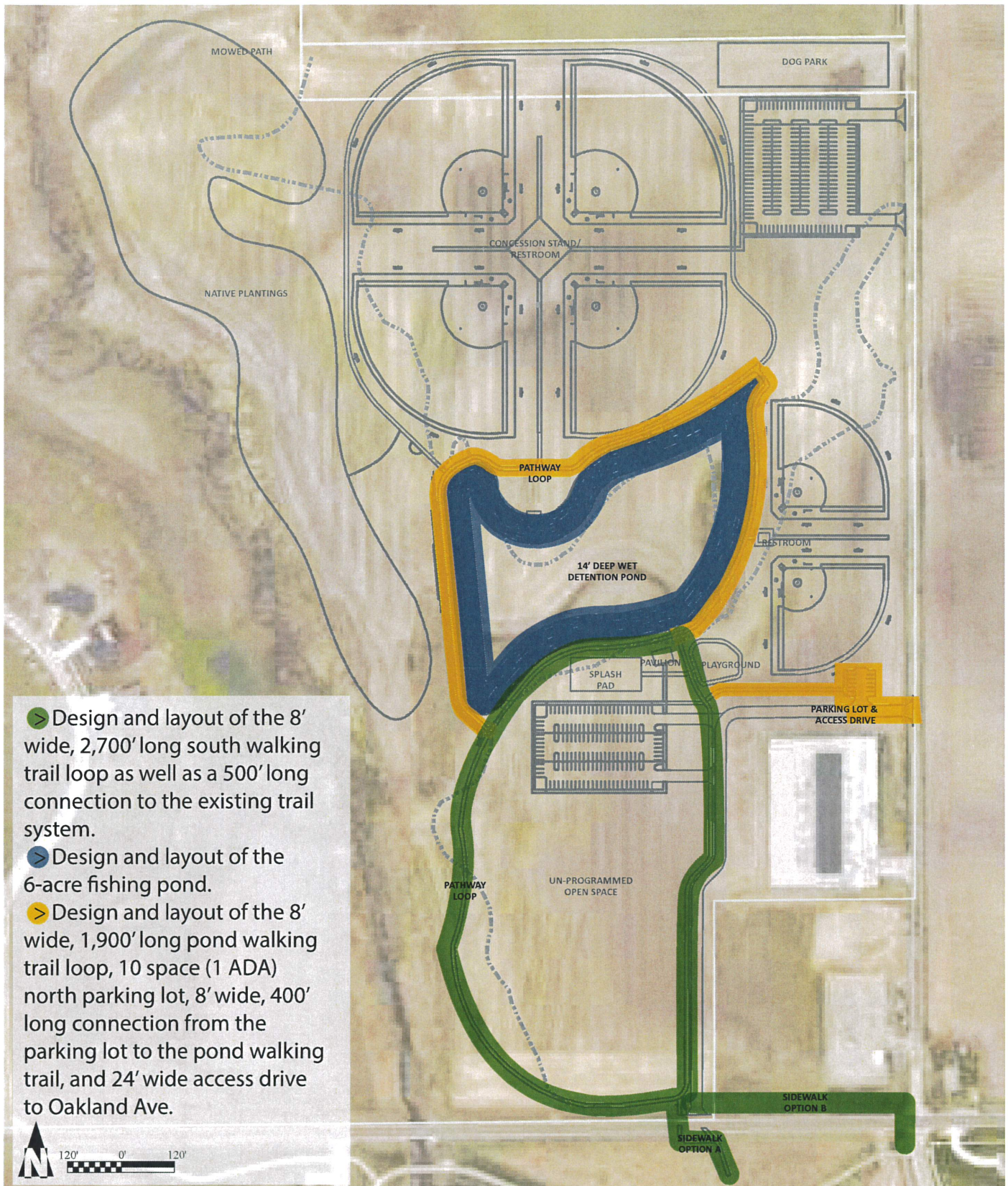
The above rates apply to all projects with exception to depositions and expert witness, in which all time spent for the preparation for depositions, providing the deposition, preparation for trials, and time spent in trial shall be billed at a rate of 2.0 times the above rate for all staff involved.

Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost.

A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$200.00 per day or actual rental cost. The use of a drone for aerial surveys or photography will be invoiced at \$50.00 per hour.

Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 57.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

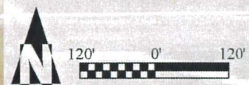
Above quotations are subject to change with 60 days review by client, due to circumstances beyond our control.



➤ Design and layout of the 8' wide, 2,700' long south walking trail loop as well as a 500' long connection to the existing trail system.

➤ Design and layout of the 6-acre fishing pond.

➤ Design and layout of the 8' wide, 1,900' long pond walking trail loop, 10 space (1 ADA) north parking lot, 8' wide, 400' long connection from the parking lot to the pond walking trail, and 24' wide access drive to Oakland Ave.



Village of Forsyth, Illinois

Forsyth Family Sports & Nature Park – LWCF Grant Compliance

Engineering Design Scope – Contract Option #2D

Scope of Services

A. TOPOGRAPHIC SURVEY

1. Topographic Survey within the project limits of parcel numbers: 07-07-09-400-007 & 07-07-09-400-010 and including:
 - a. Oakland Avenue to east edge of pavement from northernmost property line south to the intersection of Forsyth Road.
 - b. Forsyth Road from westernmost property line to the intersection of Oakland Avenue.
 - c. Area south of Forsyth Road to the south edge of existing walking path from Forsyth Parkway to approximately 500' west.
 - d. Location of visible site utilities.
 - e. Pictures of existing conditions.
 - f. Process survey data.

B. ANTICIPATED PERMITS & REVIEWS

1. State Historic Preservation
2. EcoCAT
3. IEPA NOI
4. IDNR Review Submittal (assumes one round of coordination/comments)

C. SITE DESIGN & PLANS

1. Client Coordination
 - a. Assume approximately 16 hours of coordination.
2. Site Design
 - a. Layout of south walking trail loop.
 - b. Layout of connection to existing trail system across CH 20.
 - c. Layout of fishing/retention pond.
 - d. Layout of Pond walking trail loop.
 - e. Layout of 10 stalls (1 ADA) parking lot with entrance to Oakland Ave just north of Horve property.
 - f. Layout of a connection from the parking lot to the south walking trail loop.
3. Drainage Design
 - a. Assume some detention may be required for this phase of the overall project.
 - b. Includes drainage/detention pond design for overall project accounting for future phase development assumptions.
4. Grading Design
 - a. Includes grading design of all 6 features listed under task C. 2. while accounting for future phase development grading assumptions.

- b. Assumes excavated material will be stockpiled in a location not expected to be impacted by earlier phases of the overall development and outside of the floodplain.
- 5. Site Plans
 - a. Cover Sheet
 - b. General Notes & Specifications
 - c. Topography / Removal Plan
 - d. Overall Site Plan
 - e. Site Plan(s)
 - f. SWPPP Notes
 - g. SWPP Plan(s)
 - h. Utility Plan(s)
 - i. Grading Plan(s)
 - j. Details
- 6. Engineer's Estimate of Probable Cost & Construction Estimate of Time

D. ITEMS NOT INCLUDED IN CURRENT SCOPE OF WORK (HANDLED UNDER FUTURE CONTRACTS):

- 1. Boundary Survey & Subdivision Plats (Completed during subdivision of property prior to acquisition)
- 2. Sanitary and Water Facility Design & Permits
- 3. Traffic Studies
- 4. Archaeological Surveys
- 5. Structural Design or Inspections
- 6. Future Phase Development Designs
- 7. Grant Applications (Addressed as potential funding sources are identified and come available)
- 8. Bid Assistance (Addressed once funding source is determined)
- 9. Construction Phase Assistance/Observation
- 10. Construction Staking
- 11. Record Drawings

NEW BUSINESS

ITEM 1

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: May 2, 2023
Subject: Kennel Discussion

We first will need to do a text amendment to the development ordinance to add a kennel as a special use under C1 and C2.

Then we will look at the Special Use Application, where they will have a dog day care and a boarding facility.

Staff would like to approve both, as this has been stated as a desired business from residents.

Planning and Zoning approved both with at 5/0 vote.

They would like to see:

- 8ft sound absorbent fence on the south west side
- Sunshade
- Absorbent turf
- Fire protection
- No dogs out after 10:00 pm
- Agreed upon the maximum amount of dogs out at a given time

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

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

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER 2023-13

AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE
**DEVELOPMENT ORDINANCE ALLOWING KENNELS AS A SPECIAL USE IN
AREAS ZONED C1 AND C2**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

BOB GRUENEWALD
JEFF LONDON
MARILYN J. JOHNSON
JEREMY SHAW
DAVID WENDT
LAUREN YOUNG

Village Trustees

Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Forsyth

on----- 2023

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

ORDINANCE NO. 2023-13

**AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE
DEVELOPMENT ORDINANCE ALLOWING KENNELS AS A SPECIAL USE IN
AREAS ZONED C1 AND C2**

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, 65 ILCS 5/11-13-14 provides that a municipality may amend its Zoning ordinances provided that a hearing be held before the Village Planning and Zoning Commission with notice being published not more than 30 nor less than 15 days before the hearing; and,

WHEREAS, the Village's Development Ordinance contains the zoning regulations applicable throughout the Village; and,

WHEREAS, Section 9.11.C. of the Village Development Ordinance allows the Planning and Zoning Commission to propose text amendments to be considered by the Village Board; and,

WHEREAS, the Planning and Zoning Commission proposed a potential text amendment regulating kennels in the Village by allowing them as special uses in areas zoned C1 and C2; and,

WHEREAS, a public hearing was noticed by publication in the Herald & Review, and was duly held by the Forsyth Planning and Zoning Commission on April 27, 2023; and,

WHEREAS, the Planning and Zoning Commission met on April 27, 2023, and unanimously recommended the Village Board approve a text amendment regulating

kennels in the Village by allowing them as special uses in areas zoned C1 and C2; and,

WHEREAS, the Mayor and Board of Trustees of the Village of Forsyth believe it is in the best interests of the Village to approve the Text Amendment.

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. Amendment to Text of the Village Development Ordinance. The Village Development Ordinance is hereby amended as follows (*Note: the permitted and special use chart is organized alphabetically and this will be added accordingly*):

4.8 PERMITTED AND SPECIAL USE CHART



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. The 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 _____ 2023, 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

NEW BUSINESS

ITEM 2

SPECIAL USE RECOMMENDATION & FINDINGS OF FACT

To: Village of Forsyth Board of Trustees

From: Planning & Zoning Commission

Re: Recommendation for Shannon O'Connor's Petition for a Special Use Permit

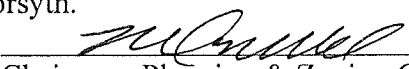
Date: April 27, 2023

On April 27, 2023, the Planning and Zoning Commission ("Commission") held a public hearing for a special use of the property located at 350 South Route 51, Forsyth, Illinois (PIN: 07-07-14-140-001) as a Kennel. The notice of the public hearing was published in the Herald & Review on April 11, 2023. A copy of the certificate of publication is attached.

The Petition stated that the proposed use of the property will be for a dog Kennel with retail sales and related grooming services. The dogs will be housed inside during night hours. When outdoors, the dogs will be housed within a fenced area made of noise-absorbing vinyl. The Kennel will be supervised at all times. There will be no increase in traffic from its current use. It is consistent with the comprehensive plan which already permits veterinarians and groomers within C-1 and C-2 zoned areas.

Based on the public hearing, the Commission voted to recommend approval of the petition by a vote of 5 to 0. Based on the public hearing, the Commission found the special use will:

- (1) Be harmonious with and in accordance with the general objectives of the Comprehensive Land Use Plan and/or this Ordinance;
- (2) be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity, and that such use will not alter the essential character of the same area;
- (3) not be hazardous or disturbing to existing or future neighborhood uses;
- (4) be adequately served by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water, sewers, and schools, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;
- (5) not create excessive additional requirements at public cost for public facilities and services, and will not be detrimental to the economic welfare of the Village of Forsyth;
- (6) not involve uses, activities, processes, materials, equipment, and/or conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors;
- (7) have vehicular approaches to the property which shall be so designed as to not create an undue interference with traffic on surrounding public streets or highways;
- (8) not increase the potential for flood damage to adjacent property, or require additional public expense for flood protection, rescue, or relief; and
- (9) not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance to the Village of Forsyth.


Chairman, Planning & Zoning Commission

TEXT AMENDMENT RECOMMENDATION & FINDINGS OF FACT

To: Village of Forsyth Board of Trustees

From: Planning & Zoning Commission

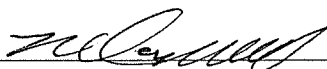
Re: Recommendation for Shannon O'Connor's Petition for a Text Amendment to the Development Ordinance Allowing Kennels as a Special Use in Areas Zoned C1 and C2

Date: April 27, 2023

On April 27, 2023, the Planning and Zoning Commission ("Commission") held a public hearing for a text amendment on the attached Petition for a Text Amendment to the Development Ordinance Allowing Kennels as a Special Use in Areas Zoned C1 and C2. The notice of the public hearing was published in the Herald & Review on April 11, 2023. A copy of the certificate of publication is also attached.

Based on the public hearing, the Commission voted to recommend approval of the petition by a vote of 5 to 0. The Commission also made the following findings of fact:

- (1) The amendment promotes the public health, safety, comfort, convenience, and general welfare of the Village, and complies with the policies, Comprehensive Plan, and other official plans of the Village of Forsyth;
- (2) The trend of development in the area of the subject property is consistent with the requested amendment;
- (3) The requested zoning classification permits uses which are more suitable than the uses permitted under the existing zoning classification;
- (4) The property cannot yield a reasonable return if permitted to be used only under the conditions allowed under the existing zoning classification; and
- (5) The amendment, if granted, will not alter the essential character of the neighborhood, and will not be a substantial detriment to adjacent property.



Chairman, Planning & Zoning Commission

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER
2023-14

**AN ORDINANCE APPROVING A SPECIAL USE AT 350 S. ROUTE 51 TO ALLOW
FOR THE OPERATION OF A KENNEL**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

BOB GRUENEWALD
JEFF LONDON
MARILYN J. JOHNSON
JEREMY SHAW
DAVID WENDT
LAUREN YOUNG

Village Trustees

Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Forsyth
on _____, 2023

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

ORDINANCE NO. 2023-14

AN ORDINANCE APPROVING A SPECIAL USE AT 350 S. ROUTE 51 TO ALLOW FOR THE OPERATION OF A KENNEL

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, a petition for a special use was filed by Shannon O’Connor for the property commonly known as 350 S. Route 51, Forsyth, Illinois and legally described as SAWYER & HAYS RESVY OF PT OF LOTS 2 & 3 OF E O SMITH ADDN OF O L TO FORSYTH LTS 1, 2, & 3 00BK3022/41 (EX HWY) with PIN 07-07-14-104-001 to allow for the operation of a Kennel; and

WHEREAS, the Illinois Municipal Code allows for special uses within certain zoning districts; and

WHEREAS, the Village’s Development Ordinance sets for the process for granting a special use; and

WHEREAS, a public hearing was noticed and duly held on April 27, 2023, before the Village Planning and Zoning Commission (“Commission”) on the proposed special use; and

WHEREAS, the notice of the public hearing was published in the Herald & Review; and

WHEREAS, at the hearing on April 27, 2023, the Commission voted unanimously to recommend allowing the special use with conditions; and

WHEREAS, the Village Board of Trustees and the Mayor of the Village of Forsyth believe it is in the best interests of the Village to grant the special use as set forth in this

Ordinance.

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 foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

Section 2. Findings of Fact. The Village Board adopts the findings of fact of the Commission as set forth in the Commission's written Findings of Fact and Recommendation dated April 27, 2023 and conditions, attached hereto as Exhibit A.

Section 3. Description of the Property. The Property is commonly known as 350 S. Route 51, Forsyth, Illinois, and is legally described as SAWYER & HAYS RESVY OF PT OF LOTS 2 & 3 OF E O SMITH ADDN OF O L TO FORSYTH LTS 1, 2, & 3 00BK3022/41 (EX HWY) with PIN 07-07-14-104-001.

Section 4. Public Hearing. A public hearing was duly advertised in the Decatur Herald & Review and held by the Planning and Zoning Commission on April 27, 2023, at which time the Planning and Zoning Commission voted to recommend allowing the special use.

Section 5. Special Use Permit. The special use permit requested in the Special Use Application, outlined herein, and recommended at the April 27, 2023, Planning and Zoning Commission meeting, is hereby granted to allow for the operation of a Kennel at the Property described herein.

Section 6. 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 7. 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 8. Effectiveness. This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this _____ day of _____ 2023, 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

EXHIBIT A
FINDINGS OF FACT AND RECOMMENDATION

NEW BUSINESS

ITEM 3

CLOSED SESSION