

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, ILLINOIS
6:30 P.M.
TUESDAY, MARCH 5, 2024
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 FEBRUARY 20, 2024
2. APPROVAL OF WARRANTS

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 VILLAGE OF FORSYTH STRATEGIC PLAN DRAFT (VILLAGE ADMINISTRATOR JILL APPLEBEE)

NEW BUSINESS

1. ORDINANCE NUMBER 2024-3 AN ORDINANCE ACCEPTING PROPOSAL FROM COACH HOUSE FOR THE PURCHASE OF A SHED (DIRECTOR OF PUBLIC WORKS DARIN FOWLER)
2. ORDINANCE NUMBER 2024-5 AN ORDINANCE APPROVING A VARIANCE TO ALLOW 90 SQUARE FOOT SIGN AT 111 ILLINI DRIVE (VILLAGE ADMINISTRATOR JILL APPLEBEE)
3. RESOLUTION NUMBER 2-2024 A RESOLUTION REGARDING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF MACON FOR THE SALE OF POLICE VEHICLE (VILLAGE ADMINISTRATOR JILL APPLEBEE)
4. DISCUSSION AND POTENTIAL ACTION REGARDING SPORTS AND NATURE PARK PHASE 1 IMPROVEMENT – CONSTRUCTION OBSERVATION CONTRACT (VILLAGE ENGINEER REPRESENTATIVE STEPHANIE BROWN)
5. DISCUSSION AND POTENTIAL ACTION REGARDING FORSYTH PARKING LOT #A DRAINAGE IMPROVEMENTS (VILLAGE ENGINEER REPRESENTATIVE STEPHANIE BROWN)
6. DISCUSSION AND POTENTIAL ACTION REGARDING DESIGN, CONSTRUCTION AND BIDDING OF THE REHABILITATION OF MALL PATH (VILLAGE ENGINEER REPRESENTATIVE STEPHANIE BROWN)
7. DISCUSSION AND POTENTIAL ACTION REGARDING VILLAGE INVESTMENT POLICY (VILLAGE ADMINISTRATOR JILL APPLEBEE)
8. DISCUSSION AND POTENTIAL ACTION REGARDING REPLACEMENT OF AED MACHINES (VILLAGE ADMINISTRATOR JILL APPLEBEE)
9. DISCUSSION AND POTENTIAL ACTION REGARDING CHANGE ORDER FOR WELL #7 (VILLAGE ENGINEER REPRESENTATIVE STEPHANIE BROWN)
10. DISCUSSION AND POTENTIAL ACTION REGARDING FORSYTH GRADE SCHOOL BIKE PATH – LAND ACQUISITION TITLE COMMITMENTS (VILLAGE ENGINEER REPRESENTATIVE STEPHANIE BROWN)

ADJOURNMENT

Join Zoom Meeting

Meeting ID: 863 3369 6824

<https://us06web.zoom.us/j/86333696824>

One tap mobile +13092053325,,86333696824# US

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, FEBRUARY 20, 2024
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 Dave Wendt, Trustee Jeremy Shaw, Trustee Jeff London, Trustee Lauren Young (late)

Absent: Trustee Bob Gruenewald, Trustee Marilyn Johnson

Staff Present: Village Administrator Jill Applebee, Village Treasurer Rhonda Stewart, Village Clerk Cheryl Marty, Village Engineer Jeremy Buening, Village Library Director Melanie Weigel, Public Works Director Darin Fowler, Village Attorney Andrew Jarmer

Others Present: Teri Hamel, Bill Krueger, Sean Bowsky, Nittea Harwick, Susan Urquhart

CONSENT AGENDA

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF FEBRUARY 6, 2024
2. APPROVAL OF WARRANTS
3. APPROVAL OF TREASURER'S REPORT FOR THE MONTH OF JANUARY 31, 2024

MOTION

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

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

Yeas: 4 – Wendt, London, Peck, Shaw
Nays: 0 – None
Absent: 3 – Gruenewald, Young, Johnson

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 Deputies Casner and Pistorious had nothing significant to report.
2. Village Staff Reports
No questions or comments for the staff.

OLD BUSINESS

1. DISCUSSION AND POTENTIAL ACTION REGARDING WATER TOWERS, GROUND STORAGE TANK & AERATOR STANDPIPE MAINTENANCE SERVICES (VILLAGE ENGINEER JEREMY BUENING)

Village Engineer Buening explained the difference between applying for an IEPA loan or not applying for an IEPA loan. Per Administrator Applebee the staff recommends applying for the loan. The Board discussed the pros and cons of each choice.

MOTION

Trustee Wendt made a Motion to approve the first alternative for a total amount of \$150,000 for the water towers, ground storage tank and aerator maintenance as presented and Trustee London seconded the Motion.

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

Yeas: 4 – Young, Wendt, London, Shaw
Nays: 0 – None
Absent: 2 – Gruenewald, Johnson

Motion declared carried.

2. DISCUSSION AND POTENTIAL ACTION REGARDING CRAWFORD INFORMATION ON POTENTIAL PRAIRIE WINDS DEVELOPMENT (VILLAGE ADMINISTRATOR JILL APPLEBEE)

Mayor Peck provided an update and the results of Trustees' opinions regarding the 80/20 offer to Crawfords. Crawfords rejected the offer and said 90/10 is all they can do. Mayor Peck then asked the Board for their opinions on a 90/10 offer split with Crawfords being

responsible for all the infrastructure. TIF IL wants to see Crawford's business plan along with more hard costs before they can tighten up the numbers. A lengthy discussion ensued with Trustees expressing their potential support, concerns, and opinions. The next step is for Crawfords to submit their business plan and engineering costs to TIF IL. After that, the Board will continue their discussions.

No Motion needed.

NEW BUSINESS

1. DISCUSSION AND POTENTIAL ACTION REGARDING HOTEL/MOTEL TAX GRANT (VILLAGE ADMINISTRATOR JILL APPLEBEE)

Village Administrator Applebee explained three requests were received this year. They are Hardy's Highway Race for the Lake (\$5,000.00), 35th Annual Shoreline Classic (\$1,500.00), and MidState Cup Soccer Tournament (\$4,092.00). Sean Bowser (fulltime Decatur police officer and boat racer) spoke about his interest in the boat races which were last held 20 years ago. There is widespread interest in bringing racing back to Lake Decatur on June 8-9. All racers will stay at Homewood Suites, and this family friendly event will bring local and out of state spectators and dollars to the local economy. This is also a five-year contracted event. The Village would be a top tier sponsor at \$5,000.00. There are fourteen classes with an average of six boats per class at 60-120 mph. Teri Hamel shared further event details. Lakeshore Drive will be closed during the event.

MOTION

Trustee Wendt made a Motion to approve the request of \$5,000.00 to the Hardy's Highway Race for the Lake event as presented and Trustee London seconded the Motion.

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

Yeas: 4 – Young, Wendt, London, Shaw
Nays: 0 – None
Absent: 2 – Gruenewald, Johnson

Motion declared carried.

MOTION

Trustee Wendt made a Motion to approve the request of \$1,500.00 to the 35th Annual Shoreline Classic event as presented and Trustee Young seconded the Motion.

Village of Forsyth
Board Meeting Minutes
February 20, 2024

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

Yeas: 4 – Young, Wendt, London, Shaw
Nays: 0 – None
Absent: 2 – Gruenewald, Johnson

Motion declared carried.

MOTION

Trustee Wendt made a Motion to approve the request of \$4,092.00 to the MidState Cup Soccer Tournament event as presented and Trustee Young seconded the Motion.

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

Yeas: 4 – Young, Wendt, London, Shaw
Nays: 0 – None
Absent: 2 – Gruenewald, Johnson

Motion declared carried.

2. DISCUSSION AND POTENTIAL ACTION REGARDING UNATTENDED DONATION BOXES (VILLAGE ADMINISTRATOR JILL APPLEBEE)

Village Administrator Applebee explained that donations boxes have been installed within Forsyth without Village permission. Many residents are unhappy and often the boxes are unattended and overflowing. Tonight's discussion is only to set a fee and she suggested \$100 annually. If the Board does not want the donation boxes at all within the Village note that the Planning & Zoning Committee is currently working on that topic. An application has been developed that will also be required along with the fee. Board discussion ensued regarding location, fee, number of boxes, all of which will be confirmed in the near future.

MOTION

Trustee London made a Motion to approve the required \$100 annual fee for the property owner to pay along with the completion of an application as presented and Trustee Wendt seconded the Motion.

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

Yeas: 4 – Young, Wendt, London, Shaw
Nays: 0 – None
Absent: 2 – Gruenewald, Johnson

Motion declared carried.

3. DISCUSSION AND POTENTIAL ACTION REGARDING SCOPE OF SERVICES FOR DESIGN ENGINEERING PHASE SERVICES GRAYHAWK PATCHING AND CURB REPLACEMENT (VILLAGE ENGINEER JEREMY BUENING)

Village Engineer Buening explained the details of the scope of services for design engineering phase services for the Grayhawk patching and curb replacement project for a cost of \$10,837. A short discussion was held.

MOTION

Trustee Wendt made a Motion to approve the Grayhawk 1st Addition Pavement Patching contract for \$10,837 as presented and Trustee Shaw seconded the Motion.

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

Yeas: 4 – Young, Wendt, London, Shaw
Nays: 0 – None
Absent: 2 – Gruenewald, Johnson

Motion declared carried.

4. DISCUSSION AND POTENTIAL ACTION REGARDING SCOPE OF SERVICES FOR DESIGN ENGINEERING PHASE SERVICES PRAIRIE AT TALON INTERSECTION RECONSTRUCTION (VILLAGE ENGINEER JEREMY BUENING)

Village Engineer Buening explained the details for scope of services for these design services for Prairie at Talon intersection reconstruction for a cost of \$28,846. A brief Board discussion ensued.

MOTION

Trustee Wendt made a Motion to approve the design engineering phase services for Prairie at Talon intersection reconstruction at a cost of \$28,846.00 as presented and Trustee Young seconded the Motion.

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

Yeas: 4 – Young, Wendt, London, Shaw
Nays: 0 – None
Absent: 2 – Gruenewald, Johnson

Motion declared carried.

5. DISCUSSION AND POTENTIAL ACTION REGARDING AVALON BOULEVARD REBIDDING SERVICES FOR RECONSTRUCTION (VILLAGE ENGINEER JEREMY BUENING)

Village Engineer Buening explained the details for rebidding services for reconstruction on Avalon Boulevard. Mayor Peck expressed concern that the need is not yet there. Village Engineer Buening explained the details and need for this during a Board discussion. Public Works Director Fowler shared more details on the areas that are failing and the need to completely repair this area.

MOTION

Trustee Wendt made a Motion to approve the Avalon Boulevard rebidding services for reconstruction proposal not to exceed \$10,000.00 as presented and Trustee Young seconded the Motion.

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

Yeas: 4 – Young, Wendt, London, Shaw
Nays: 0 – None
Absent: 2 – Gruenewald, Johnson

Motion declared carried.

6. DISCUSSION AND POTENTIAL ACTION REGARDING WATER TREATMENT PLANT CLARICONE & FILTER MAINTENANCE CHANGE ORDER (VILLAGE ENGINEER JEREMY BUENING)

Village Engineer Buening explained the details of the change order for the Water Treatment Plant Maintenance project. There are two options to consider. Public Works Director Fowler thinks there is definitely a need for sandblast and paint and then it would be like a brand-new interior of the plant. He also felt the first option would be a waste of money. We have financial room to do everything we need and doing the sandblasting and painting would provide another 20 years of life in the plant.

MOTION

Trustee Wendt made a Motion to approve construction contract change order #2b for the additional \$104,366 as presented and Trustee London seconded the Motion.

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

Village of Forsyth
Board Meeting Minutes
February 20, 2024

Yeas: 4 – Young, Wendt, London, Shaw
Nays: 0 – None
Absent: 2 – Gruenewald, Johnson

Motion declared carried.

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 8:00 P.M.

By: Cheryl Marty
Village Clerk

CONSENT AGENDA

ITEM 2

SYS DATE:02/28/24

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 19
Sunday December 31,2023

SYS TIME:10:34
[NW1]

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DATE: 12/31/23

PAGE 1

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
01 CLOSS ELECTRIC COMPANY, INC 25822	51-00-512	WELL 3 POWER INSTALL	16279.00	16279.00
** TOTAL CHECKS TO BE ISSUED			16279.00	

SYS DATE:02/28/24

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 19
Sunday December 31,2023

SYS TIME:10:34
[NW1]

DATE: 12/31/23

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
WATER OPERATIONS			16279.00	
*** GRAND TOTAL ***			16279.00	
TOTAL FOR REGULAR CHECKS:			16,279.00	

DATE: 03/05/24

PAGE 1

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
01 ALL SERVICE CONTRACTING CORP			260218.80	
030124-1	32-00-810-8	WTP CLARICONE & FILTER MAINTENANCE		260218.80
01 ALTORFER, INC			636.13	
PC000310375	01-41-612	GLASS-EQUIP MAINT SUPPLIES		362.82
PC000310716	01-41-612	EQUIP MAINT - BACKHOE		273.31
01 AMEREN ILLINOIS			76.67	
030124	51-00-571	FEB '24 WELL #3 ELECTRIC UTILITIES		76.67
01 ARCHITECTURAL EXPRESSIONS, LLP			3230.00	
00002	01-11-549	PLAN REV STARBUCKS SHELL & FITOUT		3230.00
01 DECATUR AREA CONVENTION			75000.00	
030124	16-00-911-3	ANNUAL CONTRIBUTION 2024		75000.00
01 ATLAS LOCK, INC.			12.00	
48473	01-52-652	COMM ROOM-OP SUPPLY		12.00
01 BAKER & TAYLOR, INC			12.95	
030224	01-53-671	BOOKS		12.95
01 BAYSCAN TECHNOLOGIES, LLC			186.48	
76753	01-53-651	THERMAL RECEIPT PAPER		186.48
01 BLACKSTONE AUDIO, INC			47.95	
2142324	01-53-681	AUDIO VISUAL		47.95
01 BODINE ELECTRIC			1184.72	
44308	01-41-579	REPAIR TRAFFIC SIGNAL 51 & CH20		1184.72
01 JAMES BRUMMITT			180.00	
030124	01-11-547	960 US 51 ELECTRIC INSPECT		60.00
030124-1	01-11-547	173 SHADOW LN BLVD ELECTRIC INSPECT		60.00
030124-2	01-11-547	6 MAYFERN ELECTRIC INSPECT		60.00
01 CARGILL INCORPORATED			4657.00	
2909179646	01-41-616	SNOW/ICE REMOVAL		4657.00
01 CORN BELT ENERGY CORPORATION			155.55	
030124	51-00-571	JAN '24 WELL #7 UTILITIES		155.55
01 CHASTAIN & ASSOCIATES, LLC			23656.82	
030124	01-11-532	JAN '24 ADMIN ADVISORY		1778.46
030124	01-11-532	JAN '24 BIKE PATH EASEMENTS-WESTERM		11466.48
030124	30-00-835	JAN '24 M/F GRD SCH BIKE PATH		1136.00
030124	30-00-892	JAN '24 EAST SIDE BIKE PATH		879.60
030124	30-00-864-7	JAN '24 GRAYHAWK PAVEMENT MAINT		937.10
030124	30-00-810-8	JAN '24 WTP CLARIFIER & FILTER MAIN		7062.38
030124	01-41-532	JAN '24 US RTE 51		396.80
01 CONSTELLATION NEWENERGY INC.			17438.65	
67580156601	01-11-571	JAN '24 ELECTRIC SERVICES		447.82
67580156601	01-41-571	JAN '24 ELECTRIC SERVICES		947.19
67580156601	01-41-572	JAN '24 ELECTRIC SERVICES		277.17
67580156601	01-41-579	JAN '24 ELECTRIC SERVICES		405.74
67580156601	01-52-571	JAN '24 ELECTRIC SERVICES		2735.05
67580156601	01-53-571	JAN '24 ELECTRIC SERVICES		1327.88
67580156601	51-00-571	JAN '24 ELECTRIC SERVICES		4137.75
67580156601	52-00-571	JAN '24 ELECTRIC SERVICES		1236.45

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
67731689401	01-41-572	FEB '24 ENTRANCE SIGNS ELECTRIC UTI	100.33	
67731694001	01-41-572	FEB '24 STREET LIGHTING ELECTRIC UT	5823.27	
01 CONSTELLATION NEWENERGY			3550.27	
3964050	01-11-571	JAN '24 GAS UTILITIES	356.82	
3964050	01-41-571	JAN '24 GAS UTILITIES	1065.16	
3964050	01-53-571	JAN '24 GAS UTILITIES	1235.39	
3964050	51-00-571	JAN '24 GAS UTILITIES	892.90	
01 AHW LLC CLINTON			346.10	
11814340	01-52-612	GEAR OIL QUART	40.86	
11816948	01-52-612	EQUIP MAINT '21 JD	305.24	
01 CROSSROAD TRUCK EQUIPMENT			2927.54	
103S36777	01-41-613	EXHAUST ON 6500 GMC	2814.22	
103S36973.02	01-41-613	MUFFLER FOR 6500 GMC	113.32	
01 DEBRA ANN MILLER			411.00	
032624B	01-53-913	PROGRAMMING	411.00	
01 DECATUR COMPUTERS INC			585.00	
DCI49974	01-11-537	UPDATES TO VOF SERVER	135.00	
DCI49975	01-11-537	GAIN ACCESS TO ASSET KEEPER	450.00	
01 DECATUR PARKS FOUNDATION			5000.00	
030124	16-00-911	H/M FUND REQUEST	5000.00	
01 ESSENCE CHEMICAL COMPANY, LLC			590.08	
5117	52-00-612	SEWER FLUSH	590.08	
01 CENGAGE LEARNING INC/GALE			48.73	
83940181	01-53-671	BOOKS	48.73	
01 ILLINOIS METER INC.			225.00	
3037747-00	51-00-652	LEAK CLAMPS	225.00	
01 INDELCO PLASTICS CORPORATION			303.36	
INV446325	51-00-612	EQUIP MAINT	303.36	
01 LINDE INC.			5011.80	
40980713	51-00-656	CHEMICALS	3561.80	
41151451	51-00-656	CHEMICALS	1450.00	
01 LOWE'S COMPANIES, INC.			183.90	
030124	01-41-653	SMALL TOOLS	42.73	
030124	01-52-652	OP SUPPLIES	96.37	
030124	01-52-611	BLDG MAINT SUPPLIES	44.80	
01 MENARDS			2068.76	
030124	01-52-611	BLDG MAINT SUPPLIES	1002.85	
030124	01-52-652	OP SUPPLIES	403.39	
030124	01-41-652	OP SUPPLIES	193.41	
030124	01-41-653	SMALL TOOLS	122.33	
030124	01-52-653	SMALL TOOLS	129.41	
030124	01-41-613	VEHICLE MAINT SUPPLIES	7.99	
030124	01-53-651	OFFICE SUPPLIES	8.99	
030124	01-53-659	LIBRARY SUPPLIES	8.97	
030124	01-53-913	PROGRAMMING	6.14	
030124	01-41-654	JANITORIAL SUPPLIES	46.30	
030124	51-00-611	BLDG MAINT SUPPLIES	93.57	

SYS DATE:03/01/24

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 20
Tuesday March 05,2024

SYS TIME:10:17
[NW1]

DATE: 03/05/24

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
030124	51-00-612	EQUIP MAINT SUPPLIES		45.41
01 MIDSTATE SOCCER CLUB 030124	16-00-911	H/M FUND REQUEST	4092.00	4092.00
01 MISSISSIPPI LIME COMPANY 1714479	51-00-656	CHEMICALS-LIME	6045.72	6045.72
01 MORGAN DISTRIBUTING, INC. 601472	01-41-655	FUEL	642.39	642.39
01 MR. STEVE PRODUCTIONS FPL61824	01-53-913	PROGRAMMING	100.00	100.00
01 NAPA AUTO PARTS 087969	01-52-612	OIL FILTERS	29.98	29.98
01 POSTMASTER 030124	01-53-551	LIB POST OFFICE BOX RENTAL	154.00	154.00
01 PYROTECNICO FIREWORKS, INC 030124	01-10-914	DEP FOR FIREWORK FORSYTH FEST '24	5500.00	5500.00
01 AT & T 030124	52-00-552	783 STVNS CRK PHONE LINE	447.04	110.76
030124	52-00-552	101 HUNDLEY RD PHONE LINE		110.76
030124	52-00-552	440 HUNDLEY RD PHONE LINE		110.76
030124	52-00-552	815 FORSYTH PKWY PHONE LINE		114.76
01 SECRETARY OF STATE 030224	01-53-549	M. WEIGEL NOTARY	15.00	15.00
01 SHORELINE CLASSIC 030124	16-00-911	H/M FUND REQUEST	1500.00	1500.00
01 SORLING, NORTHRUP, HANNA, CULL 220231	01-11-533	JAN '24 LEGAL SERVICES-ADMIN	4702.50	4537.50
220342	01-11-533	JAN '24 WESTERMAN LEGAL FEES		165.00
01 IMPERIAL DADE 7312778-00	01-41-654	JANITORIAL SUPPLIES	284.58	284.58
01 THIRD MILLENNIUM ASSOCIATES, I 31064	51-00-549-1	W/S BILL SERVICES FOR 3-1 BILLS	419.17	209.58
31064	52-00-549-1	W/S BILL SERVICES FOR 3-1 BILLS		209.59
01 UTILITY SUPPLY OF AMERICA, INC INV00265676	01-41-560	PLUMBERS POCKET MANUAL	1436.43	36.95
INV00265709	51-00-612	WELL 6 EQUIP MAINT		1273.40
INV00272294	01-41-560	MANUALS FOR STAFF		126.08
01 US POSTAL SERVICE (CAPS) 030124	51-00-549-1	POSTAGE FOR MARCH W/S INVOICE	692.90	346.45
030124	52-00-549-1	POSTAGE FOR MARCH W/S INVOICE		346.45
01 VALUE LINE PUBLISHING INC 030224	01-53-672	ANNUAL SUBSCRIPTIONS	1260.00	1260.00
01 VILL OF FORSYTH 030124	01-11-571	W/S SERVICES 1-20 TO 2-20	150.00	150.00
01 WAL-MART 030124	01-53-913	PROGRAMMING	128.35	42.31
030124	01-53-651	OFFICE SUPPLIES		14.68
030124	01-11-929	MISC EXP		71.36
** TOTAL CHECKS TO BE ISSUED			435545.32	

SYS DATE:03/01/24

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 20
Tuesday March 05,2024

SYS TIME:10:17
[NW1]

DATE: 03/05/24

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
GENERAL FUND			58072.67	
HOTEL/MOTEL TAX FUND			85592.00	
CAPITAL PROJECT FUND			10015.08	
AMERICAN RESCUE PLAN ACT			260218.80	
WATER OPERATIONS			18817.16	
SEWER OPERATIONS			2829.61	
*** GRAND TOTAL ***			435545.32	
TOTAL FOR REGULAR CHECKS:			429,499.60	
TOTAL FOR DIRECT PAY VENDORS:			6,045.72	

ADMINISTRATION REPORTS

ENGINEER'S REPORT

Forsyth; March 5, 2024 Board Meeting

Submitted by Jeremy Buening, P.E., S.E.



Project 6928 – Maroa-Forsyth Grade School Bike Path

This project consists of the construction of a new bike path from the end of the existing bike path at the intersection of Cox St at Smith St to the east entrance to the Maroa-Forsyth Grade School. The construction of this project is funded through IDOT's ITEP program so federal procedures must be followed.

Plats and easements for the two easement acquisitions necessary for the project are underway and meetings with property owners to negotiate the acquisitions are underway. Additionally, utility coordination with Ameren and AT&T is taking place regarding two power poles that need to be relocated near the entrance to the Prairie Winds subdivision. Work continues completing the construction plans and specifications.

Project 7982 – Forsyth Park LWCF Grant Compliance

This project consists of the construction of initial site improvements to the new recreational park facility located north of W Forsyth Rd and east of N Oakland Ave. The intent of the project is to meet the requirements of the LWCF grant received for funding the purchase of the property.

Bids were awarded at the December 19th Board meeting. Notice to proceed has been processed with the contractor, and a construction start date will be determined shortly. Working days start May 1st, although we anticipate the contractor getting started prior to that date.

Project 8000 – Well No. 7

This project consists of the construction of a new well to backup well #6 and extension of the raw water main to the site.

The electrical service has been installed and the generator is in place. Work on the roof of the building is proceeding. Interior plant piping, electrical, and telemetry started last month. An extension of the contract completion date is being requested by the contractor this meeting.

Project 8498 – Advisory Services

US Route 51 Improvements

This project consists of coordination responsibilities with IDOT to communicate the Village's vision on the proposed improvements. No new updates at this point.

Westerman-Bike Path Easements

Project was completed this month.

Project 8594 – Moon St Sidewalk Improvements

This project consists of reconstructing sidewalks along Elwood St and Smith St from Ruehl St to E. Shafer St (CH 20) and along Moon St from Grant St to the future bike path along the old RXR ROW east of Smith St. The intent is to submit this project for funding through IDOT's SRTS program so federal procedures must be followed.

Aside from a few items of work, this project has been paused until the results of the grant application are released. We do not anticipate hearing back until April or May 2024.

ENGINEER'S REPORT

Forsyth; March 5, 2024 Board Meeting

Submitted by Jeremy Buening, P.E., S.E.



Page 20 of 119

Project 8595 – Barnett Ave Improvements

This project consists of the rehabilitation and/or reconstructing Barnett Ave from the mall entrance to Koester Drive. The construction of this project is being funded by DUATS federal funds so federal procedures must be followed. Survey has been completed and design of the project is underway.

Project 8645 – Water Treatment Plant Clarifier & Filter Maintenance

This project consists of the replacement of the filter media along with cleaning and painting the existing filters and claricones in the Village Water Treatment Plant.

The project is proceeding on schedule. Repainting of the piping is complete. The media has been installed in first filter. The work on the first filter of the two filters is now complete. The Contractor is now sandblasting the first claricone.

Project 8700 – Water Towers, Ground Storage Tank, & Aerator Maintenance

This project consists of painting and general repairs on the two water towers, the ground storage tank at the water treatment plant, and the aerator at the water treatment plant. This project is anticipated to utilize an IEPA loan to fund the construction.

The project was awarded last week. Work has started on the project plan which is required for an IEPA Loan application.

Project 8729 – 2023 Asphalt Maintenance Construction

This project consists of patching various locations along the roads in the Grayhawk subdivision to address "dips" in the pavement due to subgrade settlement. It also has patching, crack filling, milling, and asphalt overlay of the bike path from E Hickory Point Rd to Cox St. Completion of work will commence once weather breaks in the spring.

Project 8811 – Pavement Striping Design & Bid

This project consists of establishing a striping plan for the entire Village (with the exception of Woodland Hills which is scheduled to be rehabilitated in 2025 and there is no reason to stripe it at this time), finalizing quantities for the striping to include for the contractors for bidding, and bidding services. Design work will begin in March.

Project 8812 – Prairie at Talon Intersection Design & Bidding

This project consists of field work, coordination with utilities, engineering design, quantity calculations and schedules, engineered plans and specifications, bidding documents and special provisions, and bid letting and award for the complete reconstruction of the intersection at Talon Lane and Prairie Lane in Grayhawk Addition. It does not include construction observations services. Field work and utility coordination will begin in March.

Project 8813 – Grayhawk 1st Addition Pavement Patching and Gutter Repairs Design and Bidding Services

This project is the second phase of necessary patching in Grayhawk. Scope of work includes the patching review and layout, quantity calculations and schedules, plan sets, specifications, bidding documents and special provisions, bid letting, and award of bids. Patching review and layout will begin in March.

Project 8793.01 – Advisory Services

Avalon Boulevard

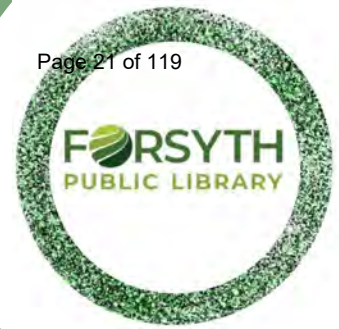
The rebidding of this project will coincide with the Prairie and Talon Intersection Design and Bidding later this year.

Library Director's Report

Village Board Meeting

March 5, 2024

Page 21 of 119



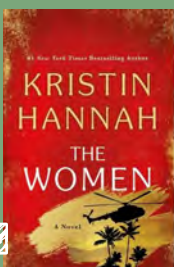
Library Updates:

- We are pleased to be hosting the first of three Golf Cart Registration events in collaboration with Village staff on Monday, March 11, from 5:30 - 7 PM at the Library in the Community Room. Residents are invited to learn about the new requirements and have their golf carts inspected.
- Starting on March 1 through March 9, the Library will be having its annual Book Sale. Come browse through the discarded and donated books to find a few gems that you can take home with you. All items are available for a donation of your choice during regular library hours.
- After the fantastic response to our first Bingo event, our second round of Bingo is scheduled for Tuesday, March 12, at 1 PM in the Community Room. Special thanks to Jill and Kim for their collaboration on this new venture!
- Tina Horve continues her work as Historical Archivist for the new Forsyth Historical Archives. The Library website was recently updated to include a new Local History section that will share info about the physical archives and link directly to the Omeka for digital resources. You may also enjoy following along as she documents the archival process on Facebook.
- The Library will be celebrating Pi Day on March 14 with a chance for patrons to sample the baked goods version of pie!
- The new weekly Adult Trivia contest has been a big hit. Patrons can submit their answers for a chance to win a \$5 Casey's gift card.
- Annette is back! Chair Yoga returns to its usual format on Mondays and Wednesdays at 11 AM under her direction.
- On March 2nd, Next of Kiln led a pottery painting party for adult patrons.
- On February 29, we offered a special Leap Day program where patrons were invited to open up the 2020 Time Capsules that were previously created and had the opportunity to create their own time capsule to be opened on the next Leap Day.
- Our next kids' events include a Kids' Take and Make project available starting on March 12 and a Kids' Movie Day on March 13 at 1 PM.
- A special thanks to the Public Works staff who assisted in moving library shelving to allow for an expanded Large Print section to better meet the needs of our patrons.

Melanie Weigel, Director

MOST REQUESTED ITEMS BY FORSYTH PATRONS IN FEBRUARY

1



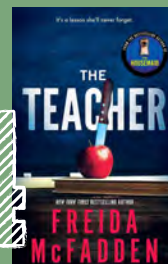
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3



4



5



Public Works Report 2-28-24

Parks:

- * Removed Pocket Park Playground equipment from all but the Library, Library playground equipment will not be removed. Still have some concrete, pipe structures, and mulch to remove. Once all is removed, we will add dirt to approximately 12" below each site's grade.
- * HS Softball 1st base dugout removed, replaced with new supports, sheeting, and a metal roof. Finishing 3rd base side as we removed all the roof, replaced supports, and we just need to sheet and add the metal roof. We did this project ourselves as the lowest contractor bid was \$31k.
- * HS ball field preps are nearly complete. Need outfield screens at baseball, then we are ready for opening day.
- * Batting cages are up, we need to add outside carpeting to the hitting cages at 1,2,3.
- * Midwest Athletic Fields will finish leveling and adding top dressing to all 5 fields this Sunday (March 3). Fields are looking very nice... more to do though.

Parks to do list:

- * Work on park tree / underbrush removal.
- * Add dirt to the trail system edges, patch trail holes and cracks.

Park Priorities for the upcoming few weeks:

Remove portion of the main park equipment.
Fields 1,2,3 fencing, scoreboards.
Pickleball court wind screen.
Open Pickleball bathrooms.
Disc Golf Tournament March 23rd.

Village:

- * We maintained the Village Hall, the Library, and other property / easements throughout the Village.
- * We worked on permits, ordinances, inspections, and concerns.
- * Assisted Library with light remodels.
- * Repaired water service line, sump line leaks.

Village to do list:

- * Continue with Fiber Optic locate re-marks and new service install locates.
- * Prairie Winds new construction locates.
- * Work with State and County for Golf Cart Friendly Community signage.
- * Golf Cart inspections

Village Priorities for the upcoming few weeks:

Grayhawk I walkthrough for upcoming design.
Limb Pick-Up Program starts March 4.

Building Inspection Priorities:

Inspect and monitor progress of Starbucks / 5 Below construction.

Prairie Winds Home Construction permitting, reviews, inspections.

Water Treatment Plant / Sewer:

- * Continued with meeting monthly / annual IEPA sampling and analysis requirements.
- * Sewer meter calibration completed, as well as RAW water #1 meter.

Water / Sewer to do list is:

- * Install new RAW and Finished Water Flow Meters, with calibrations (will be performed during ARPA Project).

Water / Sewer Priorities:

Filters #3 and #4, Clari-Cone #1, and Heli-Carb Tank #1 have been taken out-of-service for the ARPA project.

ARPA project is to refurbish all our filters, which includes removing old filter media and replacing with new, sand blasting and painting the entire inside of the filters, repair/replace the agitators, and to replace the nozzles. We will also spot paint the exterior of the filters.

Note: Filters #3 and #4 have been repainted inside and spot painted outside. Agitators and nozzles have been replaced. New filter media has been added. We have backwashed filters #3, #4 and all equipment works as designed. Initial coliform testing passed. We have 2 samples left to take. Once these 2 have passed, we will place filters #3 and #4 back into service and we will then take filters #1 and #2 down for their refurbishment.

ARPA project also includes inspecting the Clari-Cone interior and exterior for spot painting and/or full interior only sand blasting and re-painting (change order would be needed).

Note: Clari-Cone #1 Change Order 2B has been approved, sand blasting has started.

ARPA project also includes spot painting the Heli-Carb exterior and to inspect the interior, once shut down and cleaned.

Note: #1 Heli-Carb tank interior painting (change order 1) has been completed.

Lastly, the ARPA project also includes spot painting water plant piping.

Note: spot painting preps and paint applications are underway.

Thanks, Darin – Public Works Director, Forsyth, Illinois

OLD BUSINESS

ITEM 1

Vision Board-Nature Park

- Pond, Fishing Pier, Parking lot, Trails (as planned)
- Install Utilities: Water, Sewer and Electric
- Nature Scape Playground
- Nature Scape Splash Pad
- Dog Park
- Pavilion
- Restroom
- Bath house
- Cross Country Running Trail
- Sensory Garden
- Trees/Nature
- Parking
- Ball Diamonds
- Disc Golf

Vision Board-Forsyth Park

- ADA Playground
- New Scoreboards
- Backstops to 1-2 & 3
- Move Sand Volleyball
- Move Fence 3 back
- Parking Lot A Improvement
- New Concession, Pavilion, and Restroom
- Relocate Climbing Wall
- Remove amphitheater and regrade into a sled hill
- Parking Lot D Improvement
- Ice Rink
- Upgrade Tennis Courts-6
- Parking Lot B/C
- Turf Diamond 4&5

Vision Board-Prairie Winds Area

- Install Utilities: Water, Sewer and Electric
- Pond
- Parking
- Restroom
- Bath house
- Pavilion
- Pickleball Court
- Trails
- Sand Volleyball
- Splash Pad
- Playground
- DISC GOLF

Vision Board-Veterans Park

- Renovate Veterans Memorial
- Improvements to DISC GOLF

Vision Board-Maybe Someday (After 2030)

Vision Board-Maybe Soon (Possibly before 2030

Remove- Not interested

Parking Lot- Revisit tonight

NEW BUSINESS

ITEM 1

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

**ORDINANCE
NUMBER
2024-3**

**AN ORDINANCE ACCEPTING PROPOSAL FROM
COACH HOUSE FOR THE PURCHASE OF A SHED**

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 _____, 2024

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

ORDINANCE NO. 2024-3

**AN ORDINANCE ACCEPTING BID FROM
COACH HOUSE FOR PURCHASE OF A SHED**

WHEREAS, the Village of Forsyth (“Village”) is an Illinois Municipal Corporation existing and operating under the Illinois Municipal Code and the laws of the State of Illinois; and

WHEREAS, the Village needs a park shed to house ballfield maintenance equipment (groomer, mowers and tools) and grounds material (lining chalk, top dressing, diamond dry, mound / home clay, fertilizer, grub, etc.) which shed will be placed in the vicinity of the Field 4/5 concession stand / parking lot; and

WHEREAS, the Village obtained three quotes for the purchase and installation of the shed and Coach House is the lowest quote; and

WHEREAS, the quotes were as follows: Coach House in the amount of \$34,034.72; K & K Construction in the amount of \$39,984.00; and Bullock Garages quote excluding the cost of the siding and roof in the amount of \$37,000.00; and

WHEREAS, if required, the Board of Trustees of the Village intends to waive the bidding requirements set forth in the Village Code of Ordinances and the Illinois Municipal Code; and

WHEREAS, the Village intends to accept the quote from Coach House; and

WHEREAS, the Village budgeted \$40,000, a sufficient amount to cover the cost of the shed; and

WHEREAS, the Board of Trustees of the Village believes it is in the best interest of the Village to accept the \$34,034.72 quote from Coach House.

NOW THEREFORE, BE IT ORDAINED by the President 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 Resolution as if fully set forth in this Section 1.

Section 2. Acceptance of Quote. The Village hereby approves the quote of \$34,034.72 from Coach House for the purchase and installation of the shed and expressly waives any additional bidding requirements in the Village Code of Ordinances or in the Illinois Municipal Code. Any and all quotes obtained and not explicitly approved by this Ordinance are hereby rejected. The Village authorizes the Village Administrator and/or Village Mayor, or designee of either, to execute any documents necessary to complete the purchases contemplated 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. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

SO ORDAINED this _____ day of _____ 2024, 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

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Ryan Raleigh, Director of Planning and Zoning
Date: March 5, 2024
Subject: Sign Variance

Illini Supply would like to replace both parts of their existing freestanding pole sign- For a total of 90 square foot (on each side) The ordinance states that the sign area shall not exceed 45 sq ft per side.

The ordinance reads:

7.4 SIGNS REGULATED BY ZONING DISTRICT:

C. Non-Residential:

(2) Freestanding Signs:

(b) The required conditions to erection, relocation, and maintenance of monument signs are as follows:

(ii) The sign area shall not exceed forty-five (45) square feet per side, limited to two (2) sides, or ninety (90) square feet total for a single business. If a building has more than 1 business the sign area shall not exceed seventy-five (75) square feet per side, limited to two (2) sides, or one hundred fifty (150) square feet total. (Am. Ord. 2016-3, passed 3-7-2016)

Planning and Zoning approved this 6-0

If you need anything further regarding this or any other matter, please do not hesitate to contact me.



VILLAGE OF FORSYTH

301 S. Route 51

Forsyth, IL 62535

Phone: (217) 877-9445 / Fax: (217) 877-9863



VARIANCE REQUEST APPLICATION

VILLAGE OF FORSYTH, ILLINOIS

OWNER: ☒APPLICANT: ☐Name: Illini Supply, Inc.Address: 111 Illini DrivePhone Number: 217-412-9677 cell 217-877-6551E-mail: deborah.burn@illinisupply.comProperty Address: 111 Illini DrivePIN #: 07-07-15-229-004

Legal Description of the Property:

S150 N435 W300 E330 NE 1/4 (EXC HWY
Row)

Zoning District: C-1

Requested variation(s) to the Development Ordinance (include reference to provisions of the Development Ordinance being affected):

Sign is 50' x 45' in lieu of 45' x 45'
Ordinance 7.4.C(2)(i)

Brief description of what the proposed plan is for the property:

see picture
Illini Supply would like to replace the existing sign that is currently 50' x 45' on each side. They want to use existing frame and just replace the panel.

*Attach a dimensioned site plan or plat to depict the proposed variation(s) and plan for the property.

The questions below shall be answered completely, otherwise the Planning and Zoning Commission shall not recommend a variation and the Village Board shall not grant a variation to the provisions of this Ordinance (for multiple variance requests provide answers for each request):

1. What special or unique circumstances exist that are unique to the property seeking the variance (examples of special circumstances include, but are not limited to the physical character of the land or buildings, dimensions, topography, and soil conditions)?

pre-existing sign fitting to frame

2. Are the special circumstances not of so general or recurring a nature throughout the entire Village as to make it reasonably practical to provide for a general regulation?

3. Will the strict application of the Development Ordinance deprive the applicant of rights and/or uses commonly enjoyed by other owners of property in the immediate area under the regulations of this Development Ordinance? Please explain and give examples if available.

4. Will the authorization of such variance not be of substantial detriment to adjacent property and will the granting of the variance not change the character of the district? Please explain.

The sign will be the same size as it is currently.

5. Is the variance the minimum variance that will make possible the reasonable use of the property, building, or structure? Please explain.

\$90.00 Application Fee: Required at time of the application. The fee will not be refunded if the request is denied by the Village Board of Trustees.

Signature: Deborah Ann Date: 1/31/24

For office use only

Date Received: _____

PZC Meeting Date: _____

Application Fee Paid: _____

Board Meeting Date: _____

Approved (Y/N): _____

Ordinance # _____

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER
2024-4

**AN ORDINANCE APPROVING A VARIANCE TO ALLOW 90 SQUARE FOOT SIGN
AT 111 ILLINI DRIVE**

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 _____, 2024

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

ORDINANCE NO. 2024-4

**AN ORDINANCE APPROVING A VARIANCE TO ALLOW 90 SQUARE FOOT SIGN
AT 111 ILLINI DRIVE**

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, on January 31, 2024, an application was filed by Illini Supply, Inc. for a variance to Development Ordinance Section 7.4 C. (2) (b) (ii) to allow a 90 square-foot free standing sign at 111 Illini Drive; and,

WHEREAS, the Planning and Zoning Commission held a duly noticed public hearing on February 22, 2024, and in a 6-0 vote of the Planning and Zoning Commission recommended that the Village Board approve the variance requested with the conditions that the pole be repainted and landscaping be added at the base; and,

WHEREAS, Section 9.4 of the Development Ordinance states:

The Village Board of trustees is the elected legislative (corporate) authority of the Village of Forsyth, and has reserved to itself the final authority on subdivisions, special uses, planned unit developments, amendments, and variations, to be exercised pursuant to its legislative discretion.

WHEREAS, Section 9.10 of the Development Ordinance permits the Village Board to approve variations from the Zoning Code upon establishment of a practical difficulty and/or particular hardship; 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 requested variance.

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 accepts the findings of fact of the Commission as set forth in the Commission's written Findings of Fact and Recommendation, attached hereto as **Exhibit A**.

Section 3. Description of the Property. The Property is commonly known as 111 Illini Drive, Forsyth, IL and legally described as S150 N435 W300 E330 of the NE1/4 (EXC HWY ROW) with PIN 07-07-15-229-004. The Property is zoned C-1.

Section 4. Public Hearing. A public hearing was advertised in the February 6, 2024 Herald & Review and held by the Planning and Zoning Commission on February 22, 2024, at which time the Planning and Zoning Commission unanimously voted to recommend approval of the variance with the conditions that the pole be repainted and landscaping be planted at the base of the pole.

Section 5. Variance. The variation to Section 7.4 C. (2) (b) requested is hereby granted to allow a 90 square-foot sign on the Property on the condition that the existing pole in repainted and landscaping is planted at the base of the pole.

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 March 2024, 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

VARIANCE RECOMMENDATION & FINDINGS OF FACT

To: Village of Forsyth Board of Trustees

From: Planning & Zoning Commission

Re: Recommendation for Variance to Section 7.4. C. (2) (b) allowing a 90 square foot sign with conditions

Date: February 22, 2024

On February 22, 2024, the Planning and Zoning Commission (“Commission”) held a public hearing for a variance at 111 Illini Drive, Forsyth, IL. The notice of the public hearing was published in the Herald & Review on February 6, 2024. A copy of the certificate of publication is attached.

The variance requested is to allow a 90 square foot sign to replace the existing worn sign within the same frame. Photos were provided of the existing 10x9 foot sign and the proposed 10x9 sign to be placed in the existing frame. The photos show the paint on the pole is worn and chipped and there is no landscaping around the pole. The specific variance request is to Section 7.4.C.(2)(b)(ii) as detailed in the Application.

Based on the public hearing, the Commission voted to 6-0 to recommend granting the variance with the conditions that the pole be repainted and landscaping be placed / planted around the pole. The Commission further made the following findings of fact:

1. The property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the existing zoning district because in order to use the current frame, the sign must be the same size. Requiring frame replacement is costly; and
2. The plight of the owner is due to unique circumstances as this is to replace an already existing worn sign; and
3. If granted, the variation will not alter the essential character of the locality as this is C-1 commercial property.

The Commission further found as follows:

1. That the particular physical surroundings, shape, or topographical condition of the specific property involved would bring particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulation were to be carried out;
2. That the conditions upon which the petition for variation is based would not be generally applicable to other property within the same zoning district;

3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property;
4. That the alleged difficulty or particular hardship has not been created by any person presently having an interest in the property, or by the applicant;
5. That the granting of the variation will not be detrimental to the public welfare, or injurious to other property or improvements in the neighborhood in which the property is located; and
6. That the proposed variation will not:
 - (i) Impair an adequate supply of light and air to adjacent properties.
 - (ii) Substantially increase the hazard from fire or other dangers to said property or adjacent properties.
 - (iii) Otherwise impair the public health, safety, comfort, morals, or general welfare of the inhabitants of the Village.
 - (iv) Diminish or impair property values within the neighborhood.
 - (v) Unduly increase traffic congestion in the public streets and highways.
 - (vi) Create a nuisance.
 - (vii) Result in an increase in public expenditures.

Chairman, Planning & Zoning Commission

Herald&Review

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

Emily Meffert, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Herald & Review, a newspaper printed and published in the City of Decatur, County of Macon, State of Illinois, and that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Feb. 6, 2024

NOTICE ID: spPIC2rIBTdFzIBcwYZo

PUBLISHER ID: COL-9000157

NOTICE NAME: Planning & Zoning Meeting 2-22-2024

Publication Fee: 75.88

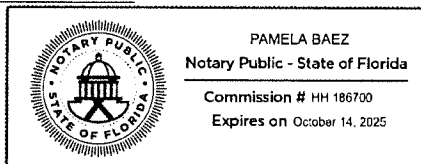
Under penalties as provided by Illinois law, the undersigned certifies that the statements set forth in this instrument are true and correct.

Emily Marie Meffert

(Signed) _____

VERIFICATION

State of Florida
County of Orange



Subscribed in my presence and sworn to before me on this: 02/06/2024

[Signature]

Notary Public

Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING

The Village of Forsyth Planning and Zoning Commission will hold public hearings at 5:30 p.m., Thursday, February 22, 2024 at the Village Hall, 301 S. Route 51, Forsyth, IL. The Planning and Zoning Commission will meet to hold a public hearing and discuss the following items:

- Request submitted by Illini Supply, Inc. for a sign permit under Development Ordinance Section 7.3 and request to vary the requirements of the Development Ordinance Section 7.4 C. (2)(b) (ii) to allow a 50 square foot sign on the real property located at 111 Illini Drive, Forsyth, IL and legally described as: S150 N435 W300 ~E330 NE1/4 (EXC HWY ROW). (PIN: 07-07-15-229-004).

- Request submitted by Anthony J. Facchinello and John Althoff for approval of a final plat for minor subdivision in accordance with Development Ordinance Section 11.5 at the real property located at 122 Shadow Ridge Court, Forsyth, IL and legally described as: a part of Lot Eleven (11) of Shadow Ridge Estates as recorded in Book 5000 on Page 68 of the Recorder's Office of Macon, County, Illinois (PIN: 07-07-09-451-011)

Any questions concerning this public hearing should be directed to Village Administrator, Jill Applebee, at 217-877-9445. All persons interested may appear and speak at the hearing.
2/6 COL-9000157

NEW BUSINESS

ITEM 3

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: March 5, 2024
Subject: Sheriff Car

We were approached by Macon with an interest in purchasing our old police car for the price of \$9,700 with an “as is” condition.

The vehicle is a 2017 Ford Explorer with approximately 74,100. T

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

RESOLUTION NUMBER 2-2024

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF MACON FOR THE SALE OF POLICE VEHICLE

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, the City of Macon (“County”) is duly organized and existing county operating under and pursuant to the Illinois Municipal Code; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, enable units of local government to enter into agreements among themselves and provide authority for intergovernmental cooperation; and,

WHEREAS, the Village desires to sell a police vehicle no longer in use by the Village to the City of Macon and the City of Macon desires to purchase the police vehicle from the Village;

WHEREAS, the appraised value of the vehicle is \$9,700 and the City of Macon desires to purchase the vehicle “AS-IS” for the appraised value of \$9,700; and

WHEREAS, the Mayor and Village Board of Trustees have determined it to be in the best interest of the Village to enter into an agreement with the City of Macon for the sale of the police vehicle to the City of Macon.

NOW THEREFORE, BE IT RESOLVED by the President 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 Resolution as if fully set forth in this Section 1.

SECTION 2: Approval of Agreement. The Village Board of Trustees hereby approves an Intergovernmental Agreement selling the surplus vehicle to the City of Macon for \$9,700 in “as-is” condition with no further obligations on the Village and the Village Board authorizes the Village President or his designee and the Village Clerk to execute an Intergovernmental Agreement with these terms in a form substantially similar to the attached Exhibit A as approved by the Village attorney and the City of Macon, and any such necessary accompanying documents to satisfy the terms therein.

SECTION 3: If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.

SECTION 4: All Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Resolution shall be in full force and effect from and after its passage, approval, and publication as provided by law.

SO RESOLVED this _____ day of March, 2024, 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
Intergovernmental Agreement Village and City of Macon

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF FORSYTH AND THE CITY OF MACON**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made by and between the Village of Forsyth (“Village”), an Illinois municipal corporation, and the City of Macon (“Macon”), an Illinois municipal corporation, the parties hereby agree as follows:

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

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

WHEREAS, the Village and Districts are body politics in Macon County, Illinois, and corporations duly organized and existing under and by virtue of the laws of the State, and are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and are established and governed respectively by the Illinois Municipal Code, 60 ILCS 1/1-1, et seq; and

WHEREAS, to promote good government and efficiency in government, the Parties desire to work collectively together on the sale and purchase of a police vehicle; and

WHEREAS, the Village has a surplus police vehicle that is valued at \$9,700; and

WHEREAS, Macon is in need of a police vehicle and has offered to purchase the police vehicle in “as-is” condition from the Village for the appraised value of \$9,700; and

WHEREAS, the parties desire to enter into this Intergovernmental Agreement to set forth the terms of the sale and purchase.

NOW THEREFORE, the Board of Trustees of the Village of Forsyth and the City Counsel of the City of Macon hereby mutually agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated and adopted as if fully set forth herein.
2. Sale of Police Vehicle and Consideration. The Village agrees to sell to Macon and Macon agrees to purchase from the Village the police vehicle with VIN _____ in “as-is” condition (“Police Vehicle”) for \$9,700.
3. Macon Obligations. Macon shall deliver \$9,700 to the Village within thirty (30) days from the execution of this Agreement.

4. Village Obligations. Upon receipt of payment from Macon, the Village shall make the Police Vehicle available for pick-up by Macon. The Village shall provide whatever documentation is needed to transfer title to the Police Vehicle to Macon.

5. Governing Law. This Agreement shall be governed by, and enforced in accordance with laws of the State of Illinois.

6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

7. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

8. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against any of the Townships that are a party to this Agreement.

9. Counterparts. This Agreement may be executed in counterparts, each of which, when executed, shall constitute an original document, which together shall constitute one and the same instrument. Further, the failure of any Township set forth within this Agreement, except Washington Township, to approve and sign this Agreement shall not render it void or invalid and instead this Agreement shall continue to be effective between Washington Township and the other Townships that have approved and signed below.

10. Effectiveness. This is effective upon execution.

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives and officers to execute this Agreement.

VILLAGE OF FORSYTH

CITY OF MACON

By: _____
Its Village Mayor

By: _____
Its Mayor

ATTEST

ATTEST

By: _____
Its Village Clerk

By: _____
Its City Clerk

NEW BUSINESS

ITEM 4

MEMORANDUM



To: Village of Forsyth Mayor and Board of Trustees
From: Jeremy Buening, P.E., S.E.
Date: February 29, 2024
cc: Ms. Jill Applebee, Village Administrator
Mr. Darin Fowler, Public Works Director
Re: Forsyth Family Sports & Nature Park, Phase I Improvements - Construction Observation Contract

Honorable Mayor and Trustees,

With the award of the Forsyth Family Sports and Nature Park, Phase I Improvements construction contracts by the Board, we have prepared a contract for construction observation services for your consideration. This contract covers onsite inspection for the work on this project. Based on the anticipated work schedule, we have estimated our services will be \$230,000. Total for the project, including construction, the approved Village budget of \$2,130,000. Based on the accepted bid and this number the Village total for the Park will be an estimated \$1,861,131.27. We recommend approval of the contract in order to continue to proceed with construction.

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



SCOPE OF SERVICES FOR CONSTRUCTION ENGINEERING PHASE SERVICES

IMPROVEMENT DESCRIPTION:

The **FORSYTH FAMILY SPORTS AND NATURE PARK, PHASE I SITE IMPROVEMENTS CONSTRUCTION SERVICES** project generally includes construction of a new 8' wide, +/- 4,626' long walking trail loop, as well as a +/- 274' long connection to the existing trail system. Improvements include a +/- 5 acre fishing pond; an 11-space parking lot; and a 24' wide access drive to Oakland Avenue.

This work is hereinafter referred to as the "**PROJECT**".

IMPROVEMENT COMPLETION:

The time frame for Chastain's services on this **PROJECT** is dependent upon the contractor's schedule. The contractor is subject to an estimated completion date of November 30, 2024. The estimated cost assumes the contractor's schedule will utilize 130 days of work within the site spread out over a 26-week (6.5 months) construction schedule. This estimate is dependent upon the contractor's actual schedule and operations. If the contractor exceeds the allotted 130 days of work on site, the Village may:

1. Adjust the contract amount for Chastain to continue onsite services past the 130-day mark.
2. Assume onsite service responsibilities with Village staff.

Chastain shall not be responsible for any time delays in the **PROJECT** caused by circumstances beyond their control.

SCOPE OF SERVICES:

Chastain shall furnish or cause to be furnished for this **PROJECT**:

- a. All additional work and services performed prior to award of construction contract, including rebidding services.
- b. Preparing for and hosting a pre-construction conference with the contractor and Village staff.
- c. Review of shop drawings and other submittals for general conformance with the contract requirements.
- d. A Resident Project Representative (RPR) and other technical personnel to perform the following work:
 - i. Site visits for review of the contractor's operations and progress while working on the following field items. Chastain is not responsible for the supervision of and does not guarantee the performance of the contract by the contractor.
 - a. Earthwork – one (1) site visit per day (two (2) hours in length) assumed over a five (5) week period; ten (10) of these site visits (or twice a week) will be eight (8) hours in length.
 - b. Remainder of work (i.e. placement of aggregate, rip rap, asphalt path and parking lot, concrete path and entrance, storm sewer, topsoil and seeding, pavement striping, erosion control, and miscellaneous items) – one (1) site visit per day (eight (8) hours in length) assumed over the remaining 21 weeks of the project.
 - c. Final Walk Thru – a total of one (1) site visit (two (2) hours in length)
 - ii. Maintain a record of the contractor's activities on-site during site visits throughout the work including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

- e. Review of contractor prepared partial and final pay estimates and their submission to the client.
 - a. Budget based on an estimate of eight (8) total pay estimates.
- f. Preparation and submission of change orders to the client.
 - a. Budget based on an estimate of two (2) total change orders.

Engineering services shall include all equipment, instruments, supplies, transportation, and personnel required to perform the duties of Chastain in connection with the **PROJECT**.

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. Continuous onsite construction observation services throughout earthwork.
- b. Material testing and reports.
- c. Construction layout other than existing site control points.
- d. Geotechnical exploration and/or reports.
- e. Potholing and other methods of subsurface utility excavation to determine utility locations and depths.
- f. Services performed as a result of litigation, arbitration, public hearings or other legal or administrative proceedings involving the **PROJECT** other than a dispute between the client and Chastain.
- g. Services performed to accomplish property surveys, preparation of legal description plats and documents for the acquisition of land, easements and/or right-of-way, and assistance to the client in acquiring any necessary land, easements and right-of-way.
- h. Services performed in connection with environmental testing and remediation.
- i. Services performed in connection with supplemental archaeological surveys, wetland surveys, and computer modeling of waterways if required by governmental permitting agencies.

These services can be supplied by Chastain if they are determined to be required during the performance of the **PROJECT**. Payment for these additional services shall be on a time and expense basis in accordance with the attached Schedule of Rates.

NEW BUSINESS

ITEM 5

MEMORANDUM



To: Village of Forsyth Mayor and Board of Trustees
From: Jeremy Buening, P.E., S.E.
Date: February 29, 2024
cc: Ms. Jill Applebee, Village Administrator
Mr. Darin Fowler, Public Works Director
Re: Forsyth Park Parking Lot A - Drainage Improvements and Resurfacing

Honorable Mayor and Trustees,

Per the Village FY2024 budget, \$70,000 was included for the design and bidding on this project. Our proposal is for an estimated \$40,000. The scope of work includes design, construction plans, and bidding to design drainage and resurface and stripe Parking Lot A in Forsyth Park. We recommend approval of the contract in order to proceed with construction this year.

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



SCOPE OF SERVICES

Diamonds 1, 2, & 3 Parking Lot A Drainage Improv & Reconstruction – 500 W. Weaver Rd., Forsyth, IL

A. Partial Boundary & Topographic Survey

1. Topographic Survey within the project limits as depicted in the attached Topography Limits Exhibit for site design and planning purposes and include the following:
 - a. Location of paved and unpaved surfaces and other physical features (sidewalks, building, pavement, etc). Elevations are to be observed at a maximum 50-foot grid and at all high and low points to properly depict the storm water drainage patterns of the property.
 - b. Trees and bushes within the project limits.
 - c. Location of visible public utilities, manholes, utility poles and boxes, etc.
 - d. Manhole inspection for pipe information (type, size, direction, & invert elevations).
 - e. Pictures of existing site conditions.
 - f. Process survey data.
2. Boundary survey to determine the south property line of the subject property.
 - a. Locate property corners on the subject property and adjoining properties as needed.
 - b. Boundary analysis to verify the survey monuments recovered and establish the required property lines mentioned above for site design and planning purposes.

B. Permitting

1. Includes preparation and submittal of the following permits to their respective agencies after review and signatures by the Owner:
 - a. IEPA Notice of Intent (NOI) for Construction (for land disturbance of one (1) acre or more), including:
 - i. State Historic Preservation Office Clearance Letter
 - ii. EcoCAT
 - b. Price does not include application/permit filing fees:
 - i. EcoCAT: ~ \$26.00
 - ii. IEPA NOI: \$250.00 (for less than 5 acres of land disturbance)

C. Civil Site Design & Plans

1. Project Description: Design and plans for civil site related items for the removal and reconstruction of the existing +/-51,300 sf parking lot located south of Diamonds 1, 2, & 3. This work shall also include drainage improvements, regrading, and striping of the parking lot. All work to be done shall meet the Village of Forsyth's zoning ordinance including, but not limited to setbacks, drainage, landscaping,

- screening, etc.
2. Client Coordination
 - a. Does not include any on-site or virtual meetings during design. If meetings are required, then these will be charged at an hourly rate.
 3. Site Design
 - a. Cost does not include design associated with any proposed lighting, handholes, electrical work, etc. that may be required.
 4. Site Grading Design
 - a. Assumes reconstruction and regrading of existing parking lot to drain to new storm sewer inlets within the parking lot.
 5. Site Utility Design
 - a. Design of storm sewer to be built within the reconstructed parking lot, including storm sewer inlets, manholes, and underground stormwater detention to be tied into existing storm sewer located in Weaver Road.
 6. Stormwater runoff design
 - a. Assumes stormwater runoff to be directed to proposed underground stormwater detention area.
 - b. Assume footprint of underground stormwater detention to be under reconstructed parking lot.
 - c. Assumes existing storm sewer in Weaver Road at tie in location will be deep enough to allow for underground stormwater detention with proper cover.
 7. Plan Sheets
 - a. Cover Sheet
 - b. General Notes & Specifications
 - c. Topography/Removal Plan
 - d. Site Plan
 - e. Stormwater Pollution Prevention Plan & Notes
 - f. Utility Plan
 - g. Grading Plan
 - h. Detail Sheet(s) - as needed

* Does not include Landscaping Plan, assumes existing landscaping located on site meets Village Ordinance.
 8. Village of Forsyth Submittal
 - a. Assume one round of coordination/comments.

D. Bid Assistance

1. Client coordination
2. Assistance in the preparation of bid documents for the removal and reconstruction of the existing +/- 51,300 sf parking lot located south of Diamonds 1, 2, & 3; including drainage improvements, regrading, and striping of the parking lot. This work includes:
 - a. Project Manual front end documents and specifications.
 - b. Bid Advertisement at a minimum through the Decatur Herald & Review.
 - c. Respond to RFI's and prepare addendums as needed; assume minimal.
 - d. Hold/Attend Prebid Meeting, assume via Microsoft Teams (online).
 - e. Hold/Attend Bid Opening, assume located at Chastain's office.
 - f. Bid analyzation and recommendation letter.
 - g. Attend Village Board Meeting.

E. Total Overall Project Estimated Time and Material Cost

Partial Boundary and Topographic Survey	\$4,700.00
Permits	\$1,000.00
Civil Site Design & Plans	\$27,500.00
<u>Bid Assistance</u>	<u>\$7,000.00</u>
Total	\$40,200.00

F. Items not included in the scope of work that can be included for an additional fee:

** The following items not included in the scope of work are listed here for reference only. This list is not considered to be complete. Items not specifically listed in the scope of services to be performed are not included and can be added for an additional fee.

- | | |
|--|--|
| 1. Storm and/or Sanitary sewer pump stations | 9. Subdivision Plat (Minor or Major or PUD adjustment) |
| 2. Structural inspections or design | 10. Easements (i.e. utility, ingress/egress, etc.) |
| 3. IEPA Water or Sanitary Permitting or design | 11. Construction Assistance / Observation |
| 4. Variances, Rezoning, Annexation, etc. | 12. Shop Drawing Review |
| 5. Traffic Studies | 13. Construction Staking |
| 6. Archaeological Surveys | 14. Record Drawings |
| 7. Full Site Boundary and Topographic Survey | |
| 8. Signed and Sealed Plat of Boundary and Topographic Survey | |



AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT DATA:

DATE OF AGREEMENT: 3/5/2024	JOB NUMBER:
PROJECT NAME: Parking Lot A Reconstruction	LOCATION: 500 W. Weaver Road, Forsyth
START DATE: Upon Approval	ESTIMATED COMPLETION DATE: TBD
CLIENT: Village of Forsyth, IL	CLIENT CONTACT: Jill Applebee
BILLING ADDRESS: 301 S US 51, Forsyth, IL 62535	CLIENT PHONE NUMBER: 217-877-9445
BILLING EMAIL ADDRESS: japplebee@forsyth-il.gov	

SCOPE OF SERVICES: ** See Attached Scope of Services **

FEE BASIS: ☐ Lump Sum Amount

☒ Estimated Cost (figured on time and material basis) \$40,000

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.

VILLAGE OF FORSYTH

DATE: _____

BY: _____

TITLE: _____

CHASTAIN AND ASSOCIATES LLC

DATE: _____

BY: _____

TITLE: _____

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) is invoicing 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 at the time the work was performed 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: 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. 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 58.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day. A 10% administration fee will be added to all outside vendor expenses.

DEPOSITIONS AND EXPERT WITNESS

All time spent for the preparation of and providing depositions or expert witness shall be billed at a rate of 2.0 times the normal billed rate of all staff involved.

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 30 days of invoice issuance, 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.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

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 Consultant harmless for claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the contract documents to reflect changed field or other conditions.

DULY AUTHORIZED SIGNATORIES

Each party represents and warrants that its signatory whose signature appears on this Agreement has been, and is on the date of this Agreement, duly authorized by all necessary corporate or other appropriate action to execute this Agreement.

TERMINATION

This Agreement may be terminated by either party within 15 days after receiving written notice. Any termination shall only be for good cause such as for legal disputes, 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, drawings, specifications, documents on electronic media and all electronic files are instruments of Consultant's professional service and remain the property of the Consultant. 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. 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 or changes outside of our control.

RECORD DOCUMENTS

Upon completion of Work, the Consultant, when required by the Client, shall compile for and deliver to the Client a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume will be reliable, the Consultant cannot and does not warrant their accuracy.

REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional services and client agrees that this information shall be only used for the project originally intended. 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. 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.

ESTIMATES OF COST

Estimates of probable project cost that may be provided for herein are to be made on the basis of the Consultant's experience and qualifications and represent their 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 them. If the Client wishes greater assurance as to the Cost, they 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.

DISPUTE RESOLUTION

This Agreement shall be governed according to the laws of the State of Illinois. Venue for any legal or equitable action between the Client and the Consultant, which relates to this Agreement, shall be in the courts located in Macon County, Illinois.



AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT DATA:

DATE OF AGREEMENT: 3/5/2024

JOB NUMBER:

PROJECT NAME: Forsyth Family Sports & Nature Park

LOCATION: Forsyth Family Sports & Nature Park

Ph I Improvements - Construction Observation

START DATE: Upon Approval

ESTIMATED COMPLETION DATE: November 30, 2024

CLIENT: Village of Forsyth, IL

CLIENT CONTACT: Jill Applebee

BILLING ADDRESS: 301 S US 51, Forsyth, IL 62535

CLIENT PHONE NUMBER: 217-877-9445

BILLING EMAIL ADDRESS: japplebee@forsyth-il.gov

SCOPE OF SERVICES: ** See Attached Scope of Services **

FEE BASIS: ☐ Lump Sum Amount

☒ Estimated Cost (figured on time and material basis) \$230,000

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.

VILLAGE OF FORSYTH

DATE: _____

BY: _____

TITLE: _____

CHASTAIN AND ASSOCIATES LLC

DATE: _____

BY: _____

TITLE: _____

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) is invoicing 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 at the time the work was performed 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: 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. 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 58.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day. A 10% administration fee will be added to all outside vendor expenses.

DEPOSITIONS AND EXPERT WITNESS

All time spent for the preparation of and providing depositions or expert witness shall be billed at a rate of 2.0 times the normal billed rate of all staff involved.

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 30 days of invoice issuance, 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.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

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 Consultant harmless for claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the contract documents to reflect changed field or other conditions.

DULY AUTHORIZED SIGNATORIES

Each party represents and warrants that its signatory whose signature appears on this Agreement has been, and is on the date of this Agreement, duly authorized by all necessary corporate or other appropriate action to execute this Agreement.

TERMINATION

This Agreement may be terminated by either party within 15 days after receiving written notice. Any termination shall only be for good cause such as for legal disputes, 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, drawings, specifications, documents on electronic media and all electronic files are instruments of Consultant's professional service and remain the property of the Consultant. 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. 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 or changes outside of our control.

RECORD DOCUMENTS

Upon completion of Work, the Consultant, when required by the Client, shall compile for and deliver to the Client a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume will be reliable, the Consultant cannot and does not warrant their accuracy.

REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional services and client agrees that this information shall be only used for the project originally intended. 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. 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.

ESTIMATES OF COST

Estimates of probable project cost that may be provided for herein are to be made on the basis of the Consultant's experience and qualifications and represent their 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 them. If the Client wishes greater assurance as to the Cost, they 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.

DISPUTE RESOLUTION

This Agreement shall be governed according to the laws of the State of Illinois. Venue for any legal or equitable action between the Client and the Consultant, which relates to this Agreement, shall be in the courts located in Macon County, Illinois.

NEW BUSINESS

ITEM 6

MEMORANDUM

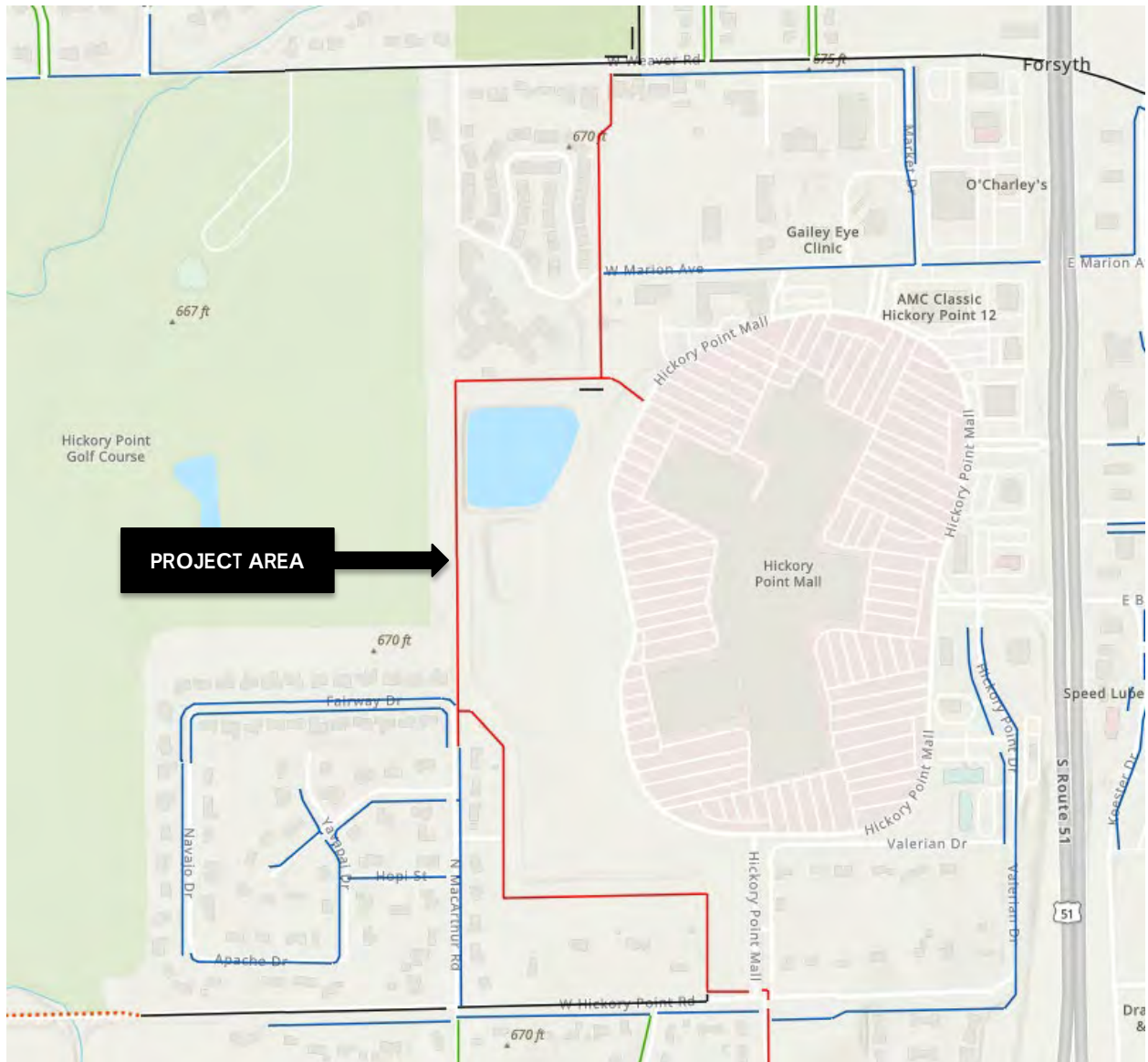


To: Village of Forsyth Mayor and Board of Trustees
From: Jeremy Buening, P.E., S.E.
Date: February 29, 2024
cc: Ms. Jill Applebee, Village Administrator
Mr. Darin Fowler, Public Works Director
Re: Forsyth Bike Path Rehabilitation - Hickory Point Rd to Weaver Rd

Honorable Mayor and Trustees,

Per the Village FY2024 budget, \$30,000 was included for the design and bidding on this project. Our proposal is for an estimated \$28,000. The scope of work includes design, construction plans, and bidding for the rehabilitation of the paved trail from Weaver Rd to Hickory Point Rd, also known as the Mall Path. We recommend approval of the contract in order to proceed with construction this year.

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





AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT DATA:

DATE OF AGREEMENT: 3/5/2024

JOB NUMBER: enter text

PROJECT NAME: Forsyth - Mall Path Rehabilitation

LOCATION: Village of Forsyth

START DATE: Upon approval

ESTIMATED COMPLETION DATE: TBD

CLIENT: Village of Forsyth

CLIENT CONTACT: Jill Applebee

BILLING ADDRESS: 301 S US 51, Forsyth IL 62535

CLIENT PHONE NUMBER: 217-877-9445

BILLING EMAIL ADDRESS: japplebee@forsyth.gov

SCOPE OF SERVICES: Design, construction plans and bidding for the rehabilitation of the paved trail from Weaver Rd to Hickory Point Rd also known as the Mall Path.

FEE BASIS:

☐ Lump Sum Amount

☒ Estimated Cost (figured on time and material basis) \$28,000

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.

CLIENT: _____

DATE: _____

BY: _____

TITLE: _____

CHASTAIN AND ASSOCIATES LLC

DATE: _____

BY: _____

TITLE: _____

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) is invoicing 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 at the time the work was performed 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: 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. 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 58.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day. A 10% administration fee will be added to all outside vendor expenses.

DEPOSITIONS AND EXPERT WITNESS

All time spent for the preparation of and providing depositions or expert witness shall be billed at a rate of 2.0 times the normal billed rate of all staff involved.

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.

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NEW BUSINESS

ITEM 7

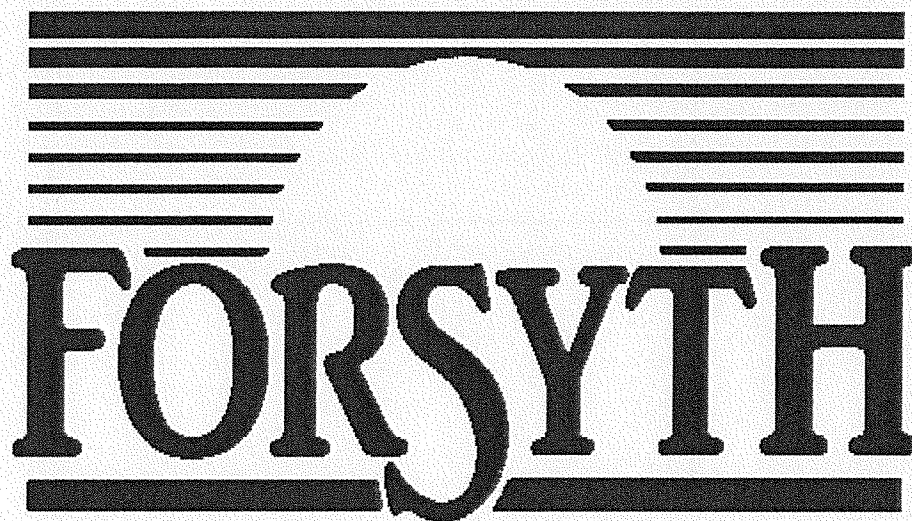
MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: March 5, 2024
Subject: Investment Policy

The last time we reviewed the Investment Policy was in 2014. In an effort to keep policies up to date, we are reviewing each of them this year.

- We would like to make sure all local banks are included.

I would like to discuss what other options you are interested in proposing to him.



VILLAGE OF FORSYTH, ILLINOIS

INVESTMENT POLICY

Resolution No. 00-2

December 6, 1999

Revised On: August 20, 2007

As Ordinance No: 07-14

RESOLUTION APPROVING
INVESTMENT PLAN

RESOLUTION NO. 07-14

WHEREAS, the Board of Trustees have determined that a formal investment policy should be adopted; and

WHEREAS, the Mayor and Board of Trustees of the Village of Forsyth have determined that it is in the best interest of the Village to approve the Investment Plan proposed by the Village Treasurer; and

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The Investment Policy attached hereto as Exhibit "A" is adopted and approved as the investment policy for municipal funds of the Village of Forsyth.

SECTION 2: This Resolution shall be in full force and effect 10 days after the publication in pamphlet form of this resolution.

PASSED AND APPROVED THIS 20th DAY OF AUGUST, 2007.

VOTES:

AYES: 5 - Allsup, Reed, Van Lyssel, Horve, Rasha.

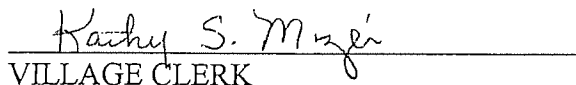
NAYS: 0 - None.

ABSENT: 1 - Johnson.

ABSTAIN: 0 - None.


MAYOR

ATTEST:


VILLAGE CLERK

TATE OF ILLINOIS)
) SS.
 COUNTY OF MACON)

CERTIFICATE

I, KATHY S. MIZER, certify that I am the duly appointed and acting Village Clerk of the Village of Forsyth, Macon County, Illinois.

I further certify that on August 20, 2007, the Corporate Authorities of such municipality passed and approved Resolution No. 07-14, entitled, A RESOLUTION APPROVING INVESTMENT PLAN which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Resolution No. 07-14, including the Resolution and a cover sheet thereof was prepared, and a copy of such Resolution was posted in the municipal building, commencing on August 21, 2007, and continuing for at least ten days thereafter. Copies of such Resolution were also available for public inspection upon request in the office of the municipal clerk.

DATED at Forsyth, Illinois, this 21 day of August, 2007.

Kathy S. Mizer
 Village Clerk

(SEAL)

INVESTMENT POLICY

A. Scope

This investment procedure applies to all funds of the Village of Forsyth. These funds are accounted for in the Village of Forsyth's annual financial report and include all current funds, and any other funds that may be created from time to time. All transactions involving the Village of Forsyth's funds and related activity of any funds shall be administered in accordance with the provisions of this policy and the canons of the "prudent person rule."

B. Objectives

1. Safety of Principal - Investments shall be undertaken in a manner that seeks to ensure the preservation of principal in the overall portfolio. To attain this objective only appropriate investment instruments will be purchased and insurance or collateral may be required to ensure the return of principal.
2. Liquidity - The Village of Forsyth's investment portfolio shall be structured in such manner as to provide sufficient liquidity to pay obligations as they come due.
3. Return on Investments - The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the risk constraints, the cash flow characteristics of the portfolio and legal restrictions for return on investments.
4. Maintaining the Public's Trust - The investment officers shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the Village of Forsyth, the Board or the Treasurer.

C. Investment Instruments

The Village of Forsyth may invest its funds only in those instruments listed below:

1. Bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued by the United States of America, its agencies and allowable instrumentalities;
 - a) Investments in Federal National Mortgage Association issues are limited to short-term discount notes.

2. Interest bearing savings accounts, interest bearing certificates of deposit or interest bearing time deposits, or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act (the "Act");
3. Certificates of deposit with federally insured institutions that are collateralized or insured at levels acceptable to the Village of Forsyth in excess of the \$100,000 provided by the Federal Deposit Insurance Corporation coverage limit;
4. Collateralized repurchase agreements which conform to the requirements stated in paragraph 2(g) or 2(h) of the Act;
5. The Illinois Public Treasurer's Investment Pool;
6. Any other investment instruments now permitted by the Act or hereafter permitted by reason of amendment of the Act.
7. Investments may be made only in those savings banks or savings and loan associations the shares, or investment certificates of which are insured by the Federal Deposit Insurance Corporation.
8. Investment products that are considered as derivatives are specifically excluded from approved investments.

D. Diversification

It is the policy of the Village of Forsyth to diversify its investment portfolio. Investments shall be diversified to eliminate the risk of loss resulting in over concentration in a specific maturity, issuer, or class of securities. Diversification strategies shall be determined and revised periodically by the Treasurer. The diversification shall be as follows:

- a) Up to 100% of C.1 or C.5.
- b) Up to 90% of C.2., or C.3., or
- c) Up to 33% of C.4.

E. Collateralization

1. It is the policy of the Village of Forsyth to require that time deposits in excess of FDIC insurable limits be secured by collateral or private insurance to protect public deposits in a single financial institution if it were to default.
2. Eligible collateral instruments are any investment instruments acceptable under the Act. The collateral must be placed in safekeeping at or before

the time the Village of Forsyth buys the investments so that it is evident that the purchase of the investment is predicated on the securing of collateral.

3. Safekeeping of Collateral

- a) Third party safekeeping is required for all collateral. To accomplish this, the securities must be held at one or more of the following locations:
 - i) at a Federal Reserve Bank or its branch office; or
 - ii) at another custodial facility in a trust or safekeeping department through book-entry at the Federal Reserve.
- b) Safekeeping will be documented by an approved written agreement between the Treasurer and the governing board of the bank that complies with FDIC regulations. This may be in the form of a safekeeping agreement.
- c) Substitution or exchange of securities held in safekeeping for the Village of Forsyth can be approved by the Treasurer, (or in the absence of the Treasurer, the Administrator or Mayor) and only if the market value of the replacement securities is equal to or greater than the market value of the securities being replaced.
- d) The Treasurer (or in the absence of the Treasurer, Administrator or Mayor) may release or add securities held in safekeeping for the Village of Forsyth when necessary.

F. Safekeeping of Securities

1. Third party safekeeping is required for all securities. To accomplish this, the securities must be held only at one or more of the following locations:
 - a) at a Federal Reserve Bank or its branch office;
 - b) at another custodial facility, which shall be a trust or safekeeping department through book-entry at the Federal Reserve, unless physical securities are involved; or
 - c) in an insured account at a primary reporting dealer.
2. Safekeeping will be documented by an approved written agreement between the Treasurer and the holder of the securities. This may be in the form of a safekeeping agreement, trust agreement, escrow agreement or custody agreement.

3. Original certificates of deposits may be held by the originating bank. A safekeeping receipt will be acceptable documentation.

G. Qualified Financial Institutions and Intermediaries

1. Depositories - Demand Deposits

- a) Any financial institution selected by the Village of Forsyth shall provide normal banking services, including, but not limited to: checking accounts, wire transfers and safekeeping services.
- b) The Village of Forsyth will not maintain funds in any financial institution that is not a member of the FDIC system. In addition, the Village of Forsyth will not maintain funds in any institution that does not first agree to post required collateral for funds or purchase private insurance in excess of FDIC insurable limits and in amounts acceptable to the Village of Forsyth.
- c) To qualify as a depository, a financial institution must furnish the Treasurer with copies of the latest two statements of condition which it is required to furnish to the Comptroller of Currency as the case may be. While acting as a depository, a financial institution must continue to furnish such statements to the Treasurer within 45 days of the end of each quarter.
- d) Fees for banking services shall be mutually agreed to by an authorized representative of the depository bank and the Treasurer. Fees for services shall be substantiated by a monthly account analysis.
- e) Each financial institution acting as a depository for the Village of Forsyth must enter into a depository agreement with an authorized Village of Forsyth official that incorporates this policy by reference.

2. Banks and Savings and Loans - Certificates of Deposit

Any financial institution selected to be eligible for the Village of Forsyth's competitive certificate of deposit purchase program must:

- a) provide wire transfer and certificate of deposit safekeeping services;
- b) be a member of FDIC system and be willing and capable of posting required collateral or private insurance for funds in excess of FDIC insurable limits and in amounts required by the Village of Forsyth; and

- c) meet at all times the financial criteria as established in the investment procedures of the Village of Forsyth.

The Treasurer shall maintain a list of financial institutions authorized by the Board and shall annually review the list.

3. Intermediaries

Any financial intermediary selected to be eligible for the Village of Forsyth's competitive investment program must:

- a) provide wire transfer and deposit safekeeping services;
- b) maintain appropriate federal and state registrations for the type of business in which they are engaged;
- c) provide an annual audit upon request;
- d) maintain an office within the State of Illinois and be licensed to conduct business in this State; and
- e) be familiar with the Board's policy and accept financial responsibility for any investment not appropriate according to the policy.

H. Management of Program

1. The Treasurer is authorized to purchase and sell investments, authorize wire transfers, authorize the release of pledged collateral, and to execute any documents required under this policy:

These documents include:

- a) Wire Transfer Agreement;
- b) Depository Agreement;
- c) Safekeeping Agreement;
- d) Custody Agreement; and
- e) Collateral Agreement.

2. Management responsibility for the investment program is hereby delegated to the Treasurer who shall establish a system of internal controls. The Treasurer shall be responsible for all transactions undertaken.

3. The wording of agreements necessary to fulfill the investment responsibilities is the responsibility of the Treasurer who shall periodically review them for their consistency with Village of Forsyth policy and State law and who shall be assisted in this function by Village of Forsyth legal counsel and auditors. These agreements include but are not limited to:

- a) Wire Transfer Agreement;
- b) Depository Agreement;
- c) Safekeeping Agreement;
- d) Custody Agreement; and
- e) Collateral Agreement.

4. The Treasurer may use financial intermediaries, brokers, and/or financial institutions to solicit bids for securities and certificates of deposit. These intermediaries shall meet the criteria set forth in Section G(3) above and shall be approved by the Board.

5. All wire transfers made by the Treasurer shall require a secondary authorization by the Mayor or Administrator.

I. Performance

The Treasurer will seek to earn a rate of return appropriate for the type of investments being managed given the portfolio objectives defined in Section B of this document for all funds. In general, the Treasurer will strive to earn an average rate of return equal to or greater than the U.S. Treasury Bill rate for a given period of time for the average weighted maturity of the Village of Forsyth's investments.

J. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Further, except as permitted under Section 3.2 of the Public Officer Prohibited Practices Act, no officer involved in the investment process shall have any interest in, or receive any compensation from, any investments in which the Village of Forsyth is authorized to invest, or the sellers, sponsors or managers of those investments.

K. Indemnification

Investment officers and employees of the Village of Forsyth acting in accordance with this Investment Procedure and such written operational policies as may be established by the Village of Forsyth, and who otherwise exercise due diligence and act with reasonable prudence, shall be relieved of personal liability for an individual security's credit risk or market changes.

L. Reporting

The Treasurer shall submit to the Board a monthly Treasurer's Report, which shall include information regarding a summary of fund balances, expenses and revenues. Generally accepted accounting principles shall be used for valuation purposes. The report shall indicate any areas of policy concern and suggested revisions of investment strategies, if any.

M. Amendment

This procedure shall be reviewed from time to time by the Treasurer with regard to the procedure's effectiveness in meeting the Village of Forsyth's needs for safety, liquidity, rate of return, diversification, and general performance. Any substantive changes will be reported to the Board.

Staff Request to Update Authorized Depositories for Village Funds

Village Administrator Heather Kimmons explained that this item was added to the agenda at the request of the Treasurer, and believes it is a housekeeping matter. She pointed out that it has been several years since the Board authorized a list of acceptable depositories for the Village to consider. A list was approved in 1996, and then again in 2004. At this point, the Treasurer suggests the Board formally authorize Staff to consider updating its list of depositories to use for Village funds. The Treasurer is currently using Illinois Funds and Hickory Point Bank, but has suggested the Board approve adding Busey Bank, Soy Capital, and Regions Bank. Heather mentioned that Request For Proposals (RFP's) were sent out to each banking facility at the direction of the Board, and all but Town and Country Bank responded. Rhondda is simply asking that the Board authorize her to consider these banking institutions when depositing Village funds.

Trustee Reed asked if there was any reason why the Board should not just authorize using Forsyth banks rather than considering banking facilities in Decatur. Heather replied that in her opinion, this practice is consistent with our general philosophy, which is what is good for the Village of Forsyth is good for the City of Decatur. This plan will also allow the Village to hopefully get the most competitive rates when depositing Village funds.

Trustees talked briefly about whether or not the Decatur Earthmover Credit Union should also be added to this list. They agreed to not add it at this time, but noted that the list could always be updated again.

Trustee Rasho pointed out that from the information the Treasurer provided, it appears Soy Capital Bank is currently offering the highest rate of return. Trustee Hubbard mentioned out that this specific request was only for authorization to update the list of banking institutions that can be used for depositing Village funds.

Trustee Hubbard moved, and Trustee Rasho seconded, to authorize the Village Treasurer to consider as a matter of course the following banks be used for the purpose of depositing Village funds: Hickory Point Bank and Trust, Busey Bank, Illinois Funds, Soy Capital Bank and Trust, and Regions Bank. Upon a call of the roll, the vote was:

Yeas: 6—Hubbard, Rasho, Johnson, Trachtenberg, Morr, Reed.

Nays: 0—None.

Absent: 0—None.

Motion declared carried

NEW BUSINESS

ITEM 8

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: March 5, 2024
Subject: AED

Our AED Machines need to be replaced. This was not something that was budgeted for, but we will pull this from the budgets in which the machines will be placed. The total cost is \$13,114.70 for a total of seven machines and seven cabinets.

We purchased the current machines in 2019. We will now make it a point to plan for the replacement of all machines every five years.

Machines are located:

1-Library.

1-Village Hall

1-Public Works Building

1-Maintenace Building

3-Parks (1 at Diamond 1-2, 1 at Diamond 4 and 1 at Diamond 5)

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

Sales Order

Page 93 of 119



3499 Rider Trail South
St. Louis, MO 63045
314-344-1100

Order Number: T060424
Order Date: 2/27/2024

Salesperson: 0023 0178
Customer Number: 0087 00-0009497-0001

Sold To:
Village Of Forsyth
Accounts Payable
301 S Rte 51
Forsyth, IL 62535

Ship To:
Village Of Forsyth
301 S Rte 51
Forsyth, IL 62535

Confirm To: Kim Taylor

Customer P.O. 2/27/2024	Ship VIA GRND	UPS Account	Terms Net 30 Days			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
/C121 BACKORDER FROM SERVICE		0.000	0.000	0.000	0.0000	0.00
3253 Zoll Pedi-Padz II+	SET	2.000	0.000 Whse: 000	0.000	159.0000	318.00
3255 AED Metal Wall Cabinet	EACH	1.000	0.000 Whse: 000	0.000	133.1000	133.10
3264 Zoll Full Auto AED Plus w/Rx a	EACH	7.000	0.000 Whse: 000	0.000	1,695.0000	11,865.00
3255 AED Metal Wall Cabinet	EACH	6.000	0.000 Whse: 000	0.000	133.1000	798.60

Thank you for your business! Auto

Net Order:	13,114.70
Less Discount	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	13,114.70

NEW BUSINESS

ITEM 9



MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Ron Legner, PE
Date: February 29, 2024
cc: Ms. Jill Applebee, Village Administrator
Mr. Darin Fowler, Director of Public Works
Re: **Well 7 Construction & Raw Water Main Extension Change Order #3**

Honorable Mayor and Trustees,

Presented for consideration is construction contract change order #3 for the Well 7 Construction & Raw Water Main Extension project. This change order to Burdick Plumbing & Heating covers the change of pumping equipment, heating equipment, and a time extension. The pumping equipment needed to be revised after analyzing water level data obtained during test pumping. This delayed the ability to finalize the size of the Variable Frequency Drive which is why the time extension is included. Additionally, the heater was changed from propane to electric and the building exhaust was modified to better prevent heat loss in the winter. Sufficient contingency funds in the contract remain to cover this work. Net change to the contract price by this change order is a deduction of \$544.34. The time extension adds 160 calendar days, extending the completion date to July 1, 2024.

Chastain & Associates LLC recommends approval of Change Order #3 to the Well 7 Construction & Raw Water Main Extension project. Thank you for the opportunity to serve the Village in this matter. Should you have any questions in advance of the Board meeting, please feel free to contact us at your convenience.

CHANGE ORDER

Order No.: #03

Date: 2/28/2024Agreement Date: 12/6/2022**NAME OF PROJECT:** WELL 7 CONSTRUCTION & RAW WATER MAIN EXTENSION**OWNER:** VILLAGE OF FORSYTH, ILLINOIS**CONTRACTOR:** THE BURDICK PLUMBING & HEATING COMPANY, INC.The following changes are hereby made to the **CONTRACT DOCUMENTS**:

ITEM AND QUANTITY	ADDITION	DEDUCTION
SEE ATTACHED SUMMARY	\$104,390.16	(\$104,934.50)
Totals =	\$104,390.16	(\$104,934.50)
Total Contract Change =		(\$544.34)

JUSTIFICATION:

Pumping equipment was revised after analyzing water level data obtained during test pumping. Additionally, the heater was changed from propane to electric, and the building exhaust was modified to better prevent heat loss in the winter.

CHANGE TO CONTRACT PRICE:Original **CONTRACT PRICE**: \$1,707,820.00Current **CONTRACT PRICE** adjusted by previous **CHANGE ORDER**: \$1,707,796.26The **CONTRACT PRICE** due to this **CHANGE ORDER** will be decreased by: (\$544.34)The new **CONTRACT PRICE** including this **CHANGE ORDER** will be: \$1,707,251.92**CHANGE TO CONTRACT TIME:**

Add 160 Calendar Days. Schedule impact is the calculated elapsed time between the originally scheduled pump/VFD approval & release (3/31/2023) and the actual pump (9/7/2023) and VFD (10/26/2023) approval & release upon completion of pump/VFD re-design & subsequent engineer approvals).

GERMAINESS DETERMINATION:

The Village of Forsyth has determined that the change is germane to the original contract as signed, because provision for this work is included in the original contract.

APPROVALS REQUIRED:Recommended by: Chastain & Associates, LLCBy: Approved by Owner: Village of Forsyth, Illinois

By: _____

Approved by Contractor: Burdick Plumbing & Heating Co., Inc.By: 

Change Order #1

Date: February 28, 2024

[illegible]

CA 08000

CO

PROPOSED CHANGE ORDER

ISSUED BY: Chastain & Associates, LLC
5 N Country Club Rd.
Decatur, IL 62521

PROJECT: Forsyth Well 7

ISSUED DATE: 12/20/2023
RESPONSE DUE: 12/27/2023

BURDICK JOB #: PL2686
PCO #: 006
FWO # (IF APPLICABLE): N/A

ORIGINATED FROM: Engineer
COST IMPACT: Below
COST BASIS: Fixed Price
BASIS OF CHANGE: Engineer Request
SCHEDULE IMPACT: Below

DESCRIPTION: Revised well pump from

INCLUSIONS:

- [PMW] Delete originally specified well pump.
- [PMW] Add revised well pump.
- [PMW] Additional drilling costs for incorrect formation that was logged from test well.
- [PMW] Overtime and additional costs for sampling formation
- [PMW] Weekend sieves analysis
- [PMW] Crew re-mobilization time
- [PMW] Additional drilling materials to keep borehole open over weekend.
- [PMW] Hydrogeologist labor hours for sieve analysis and new well design.

EXCLUSIONS:

- N/A

COST BREAKDOWN

#	COST CODE	DESCRIPTION	TYPE	AMOUNT
5		Well Pumping Equipment (Original)		(\$95,700.00) (\$97,300.00)
5		Well Pumping Equipment (Revised)		\$73,700.00
50		Additional well drilling & testing costs		\$22,000.00 \$23,600.00
GRAND TOTAL				\$0.00

SCHEDULE IMPACT: 160 Calendar Days

Schedule impact is the calculated elapsed time between the originally scheduled pump/VFD approval & release (3/31/2023) and the actual pump (9/7/2023) and VFD (10/26/2023) approval & release upon completion of pump/VFD re-design & subsequent engineer approvals)

The original Contract Sum	\$1,707,820.00
Net change by previously executed Change Orders	(\$23.74)
Net change pending by previously committed Change Orders	\$0.00
The contract sum prior to this Change Order was	\$1,707,796.26
The contract sum will be changed by this Change Order in the amount of	\$0.00
The new contract sum including this Change Order will be	\$1,707,796.26

1175 N. 20th Street
Decatur, IL 62521

5 N Country Club Rd.
Decatur, IL 62521

SIGNATURE

DATE

SIGNATURE

DATE

CONTRACT COVER SHEET

DATE CREATED:	12/7/2022	CONTRACT NUMBER:	PL2686-3-1
CREATED BY:	Jared Burdick		
SUBCONTRACTOR:	Peerless Midwest	PROJECT:	Well 7 Construction & Watermain Extension
CONTRACT STATUS:	Executed	EXECUTED DATE:	12/7/2022
OWNER:	Village of Forsyth, IL	PRIME CONTRACTOR:	The Burdick Plbg & Htg Co., Inc.
ARCHITECT:		CONTRACTOR:	The Burdick Plbg & Htg Co., Inc.
ENGINEER:	Chastain Engineers		
DESCRIPTION:	Well 7 Construction		
INCLUSIONS:	Construct Well 7 with Steel Casing, Screen + Gravel Pack. Well Test Pumping + Report. Well Sampling + Water Analysis. Well 7 Pumping Equipment per Specs. Abandon Test Well + Report Well Log		
EXCLUSIONS:	Any scope outside the inclusions listed above		

#	COST CODE	DESCRIPTION	TYPE	AMOUNT
2	PL2686-3-1	Construct Well 7 with Steel Casing, Screen + Gravel Pack	Sub – Unit Price	\$262,000.00
3	PL2686-3-1	Well Test Pumping and Report	Sub – Unit Price	\$13,200.00
4	PL2686-3-1	Well Sampling and Water Analysis	Sub – Unit Price	\$10,000.00
5	PL2686-3-1	Well 7 Pumping Equipment per Specs	Sub – Unit Price	\$87,000.00
40	PL2686-3-1	Abandon Test Well and Report Well Log	Sub – Unit Price	\$6,000.00
GRAND TOTAL				\$378,200.00

HIGHLIGHTED AMOUNT IS
DELETED FROM THE PROJECT.



INVOICE

New Remit to Address:

55860 Russell Industrial Pkwy.
Mishawaka, IN 46545

BILL TO:

Burdick Mechanical Contractors
Accounts Payable
P.O. Box 496
Decatur, IL 62521

SHIP TO:

AP@burdickplumbing.com

P: 574-254-9050 / F: 574-254-9650

DATE: November 28, 2023

INVOICE #: **75870**

PO #: PL-2686-3-1

PM: NRR

PN: 59228

FN: 57827

CN: 7104

Tax Exempt?: Yes / Pol. Sub.

PREVAILING WAGE

Well 7 - Project - Forsyth, IL

Install new pumping equipment per approved submittal and new motor 50hp VHS Prem Eff Motor, 180' oil lube National pump bowl assembly installed, J11HC pump bowl, 8" column pipe, 800gpm @170' THD design bowl	\$67,000.00
--	-------------

Additional Drilling costs for incorrect formation that was logged from test w Overtime and additional costs for sampling formation, weekend sieves analysis Mob time for crew driving back to pickup new correct 16" screen and gravel pack Additional drilling materials to keep borehole open over weekend Hydrogeologist labor hours for sieve analysis and new well design	\$20,000.00
--	-------------

TOTAL DUE	\$ 87,000.00
------------------	---------------------

OUR PAYMENT TERMS ARE NET 30

THANK YOU FOR YOUR BUSINESS!

Federal ID # 35-1284374



1175 N. 20th Street, Decatur, IL 62521
P.O. Box 496, Decatur, IL 62525
p: (217) 429-2385 / f: (217) 429-9781

PROPOSED CHANGE ORDER

ISSUED BY: Chastain & Associates, LLC
5 N Country Club Rd.
Decatur, IL 62521

PROJECT: Forsyth Well 7

ISSUED DATE: 11/8/2023
RESPONSE DUE: 11/15/2023

BURDICK JOB #: PL2686
PCO #: 005
FWO # (IF APPLICABLE): N/A

ORIGINATED FROM: Engineer
BASIS OF CHANGE: Engineer Request

COST IMPACT: Below
COST BASIS: Fixed Price
SCHEDULE IMPACT: Below

DESCRIPTION: VFD and Feeder Cable deduct
INCLUSIONS:
EXCLUSIONS:

COST BREAKDOWN

#	COST CODE	DESCRIPTION	TYPE	AMOUNT
42		Alt, Can, Ext, Ded, and EW		\$6,134.50
45		VFD Deduct		(\$3,409.58)
46		Feeder Cable Deduct		(\$2,724.92)
GRAND TOTAL				\$0.00 (\$6,134.50)

SCHEDULE IMPACT:

The original Contract Sum **\$1,707,820.00**
Net change by previously executed Change Orders
Net change pending by previously committed Change Orders
The contract sum prior to this Change Order was **\$1,707,814.51**
The contract sum will be changed by this Change Order in the amount of \$0.00
The new contract sum including this Change Order will be

The Burdick Plumbing & Heating Co., Inc.
1175 N. 20th Street
Decatur, IL 62521

Chastain & Associates, LLC
5 N Country Club Rd.
Decatur, IL 62521

SIGNATURE

DATE

SIGNATURE

DATE

PROPOSED CHANGE ORDER**MATERIAL**

Description	Quantity	Unit Price	Extended
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subtotal			\$ -

SUBCONTRACTS

Description	Quantity	Unit Price	Extended
			\$ -
Bodine - VFD Deduct	1	\$ (3,247.22)	\$ (3,247.22)
Bodine - Feeder Cable Deduct	1	\$ (2,595.16)	\$ (2,595.16)
			\$ -
			\$ -
Subtotal			\$ (5,842.38)

EQUIPMENT

Description	Quantity	Unit Price	Extended
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subtotal			\$ -

LABOR

Description	Quantity	Unit Price	Extended
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subtotal			\$ -

SUMMARY

Description	Subtotal	Overhead	Extended
Material	\$ -	0%	\$ -
Subcontracts	\$ (5,842.38)	0%	\$ (5,842.38)
Equipment	\$ -	0%	\$ -
Labor	\$ -	0%	\$ -
BPH Mark-Up		5%	\$ (292.12)
Total			\$ (6,134.50)



RFP DETAILED PROPOSAL

Bodine Electric
1845 N. 22nd Street
Decatur, IL 62526
Telephone: 217-423-2593
E-mail: bbrown@bodineemail.com
Client Address:

RFP# 004
Date Submitted For Approval
Date: 11/3/2023
Project Name: Forsyth Well #7
Project Number: 144896
Contract #: PL2686-3-3
Page Number: 1
Received Date: 11/3/2023

Burdick Mechanical Contractors
1175 N. 20th Street
PO Box 496
Decatur, IL 62525
Contact: Brandon Burdick

Work Description

We offer the following deduct for changing the VFD from 150 HP to 50 HP.

This pricing is valid for only 30 days from the submission date.

Summary

Material	
VFD DEDUCT	-2,677.00
MATERIAL TOTAL	-2,677.00
Labor	
ELECTRICIAN	(-7.00 Hrs @ \$81.46)
TOTAL LABOR	-570.22
Subtotal	-3,247.22

RFP DETAILED PROPOSAL

RFP# 004
Project Name: Forsyth Well #7

Page Number: 2

Bodine Electric

Summary (Cont'd)

Final Amounts

FINAL AMOUNT

\$-3,247.22

CLIENT ACCEPTANCE

RFP# 004

Final Amount: \$-3,247.22

Name:

Date:

Signature:

Change Order #:

I hereby accept this quotation and authorize the contractor to complete the above described work.



RFP DETAILED PROPOSAL

Bodine Electric
1845 N. 22nd Street
Decatur, IL 62526
Telephone: 217-423-2593
E-mail: bbrown@bodineemail.com
Client Address:

RFP# 003
Date Submitted For Approval
Date: 11/3/2023
Project Name: Forsyth Well #7
Project Number: 144896
Contract #: PL2686-3-3
Page Number: 1
Received Date: 10/24/2023

Burdick Mechanical Contractors
1175 N. 20th Street
PO Box 496
Decatur, IL 62525
Contact: Brandon Burdick

Work Description

We offer the following deduct in price for reducing the size of the feeder conductors from 350 kcm to 3/0 AWG from the utility pole to the CT cabinet.

This pricing is valid for only 30 days from the submission date.

Summary

Material	
General Materials	-1,804.20
MATERIAL TOTAL	
Labor	-1,804.20
ELECTRICIAN	-790.96
(-9.85 Hrs @ \$80.30)	
TOTAL LABOR	-790.96
Subtotal	-2,595.16

RFP DETAILED PROPOSAL

RFP# 003
Project Name: Forsyth Well #7

Page Number: 2

Bodine Electric

Summary (Cont'd)

Final Amounts

FINAL AMOUNT

\$-2,595.16

CLIENT ACCEPTANCE

RFP# 003

Final Amount: \$-2,595.16

Name:

Date:

Signature:

Change Order #:

I hereby accept this quotation and authorize the contractor to complete the above described work.

PROPOSED CHANGE ORDER

ISSUED BY:	Chastain & Associates, LLC 5 N Country Club Rd. Decatur, IL 62521	PROJECT:	Forsyth Well 7
ISSUED DATE:	8/1/2023	BURDICK JOB #:	PL2686
RESPONSE DUE:	8/8/2023	PCO #:	001
		FWO # (IF APPLICABLE):	N/A
ORIGINATED FROM:	Owner	COST IMPACT:	Below
		COST BASIS:	Choose an item.
BASIS OF CHANGE:	Owner Request	SCHEDULE IMPACT:	Below
DESCRIPTION:	Change unit heaters from propane-fired to electric. Modify building exhaust airflows and operating sequence to better orientate the winter heat loads in the building.		
INCLUSIONS:	DELETE dual-wall propane-fired space heater. DELETE propane piping. DELETE electrical feed for propane-fired space heater. ADD surface-mounted electric space heater for main room. ADD surface-mounted electric space heater for chemical room. ADD thru-wall exhaust fan for chemical room & associated wiring. ADD thru-wall intake damper for chemical room & associated interlock. ADD step-down transformer to serve new electric UH-1.		
EXCLUSIONS:	N/A		

COST BREAKDOWN

#	COST CODE	DESCRIPTION	TYPE	AMOUNT
9		Well Building Complete		\$1,668.45
10		Well Building Electrical		\$ 5,421.71
42		Alterations		(\$7,100.00)
GRAND TOTAL				(\$9.84) \$7,090.16

SCHEDULE IMPACT:

The original Contract Sum	\$ 1,707,820.00
Net change by previously executed Change Orders	(\$23.74)
Net change pending by previously committed Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 1,707,796.26
The contract sum will be changed by this Change Order in the amount of	(\$9.84)
The new contract sum including this Change Order will be	\$1,707,786.42

SIGNATURE

DATE

SIGNATURE

DATE

PROPOSED CHANGE ORDER**MATERIAL**

Description	Quantity	Unit Price	Extended
			\$ -
Dual-Wall Unit Heater	-1	\$ 1,500.00	\$ (1,500.00)
Propane Piping	-1	\$ 500.00	\$ (500.00)
Electric Wall Heaters	1	\$ 1,650.00	\$ 1,650.00
			\$ -
Subtotal			\$ (350.00)

SUBCONTRACTS

Description	Quantity	Unit Price	Extended
			\$ -
Bodine Electric	1	\$ 4,917.65	\$ 4,917.65
B.E.C. Mechanical	1	\$ 1,880.00	\$ 1,880.00
			\$ -
			\$ -
Subtotal			\$ 6,797.65

EQUIPMENT

Description	Quantity	Unit Price	Extended
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subtotal			\$ -

LABOR

Description	Quantity	Unit Price	Extended
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subtotal			\$ -

SUMMARY

Description	Subtotal	Overhead	Extended
Material	\$ (350.00)	10%	\$ (385.00)
Subcontracts	\$ 6,797.65	5%	\$ 7,137.53
Equipment	\$ -	10%	\$ -
Labor	\$ -	10%	\$ -
BPH Mark-Up		5%	\$ 337.63
Total			\$ 7,090.16

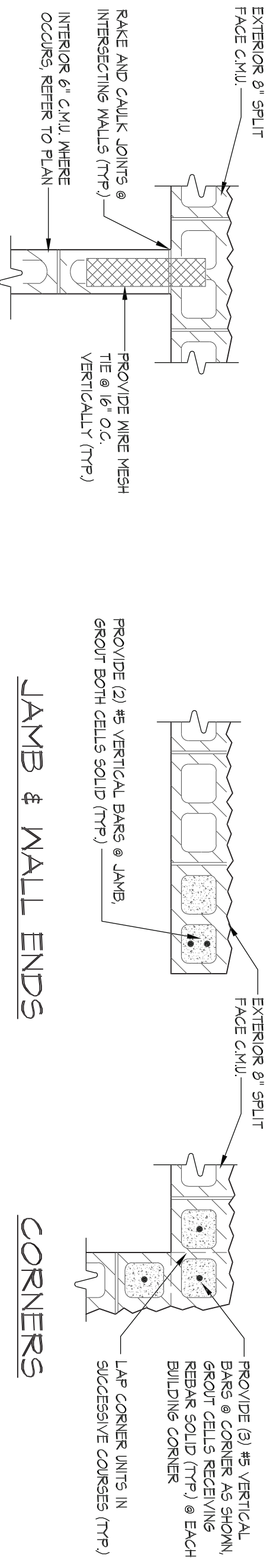
ROOM FINISH SCHEDULE											
ROOM NO.	ROOM NAME	FLOOR	FIN.	BASE	NORTH WALL	SOUTH WALL	EAST WALL	WEST WALL	CEILING	REMARKS	
100	PUMP ROOM	CONC.	SEAL	-	C.M.U.	PAINT	C.M.U.	PAINT	C.M.U.	PAINT	HT.
101	CHEMICAL ROOM	CONC.	SEAL	-	C.M.U.	PAINT	C.M.U.	PAINT	C.M.U.	PAINT	8'-1 1/2

ABBREVIATIONS

GYF. BD. = GYPSUM BOARD

CONC. = CONCRETE

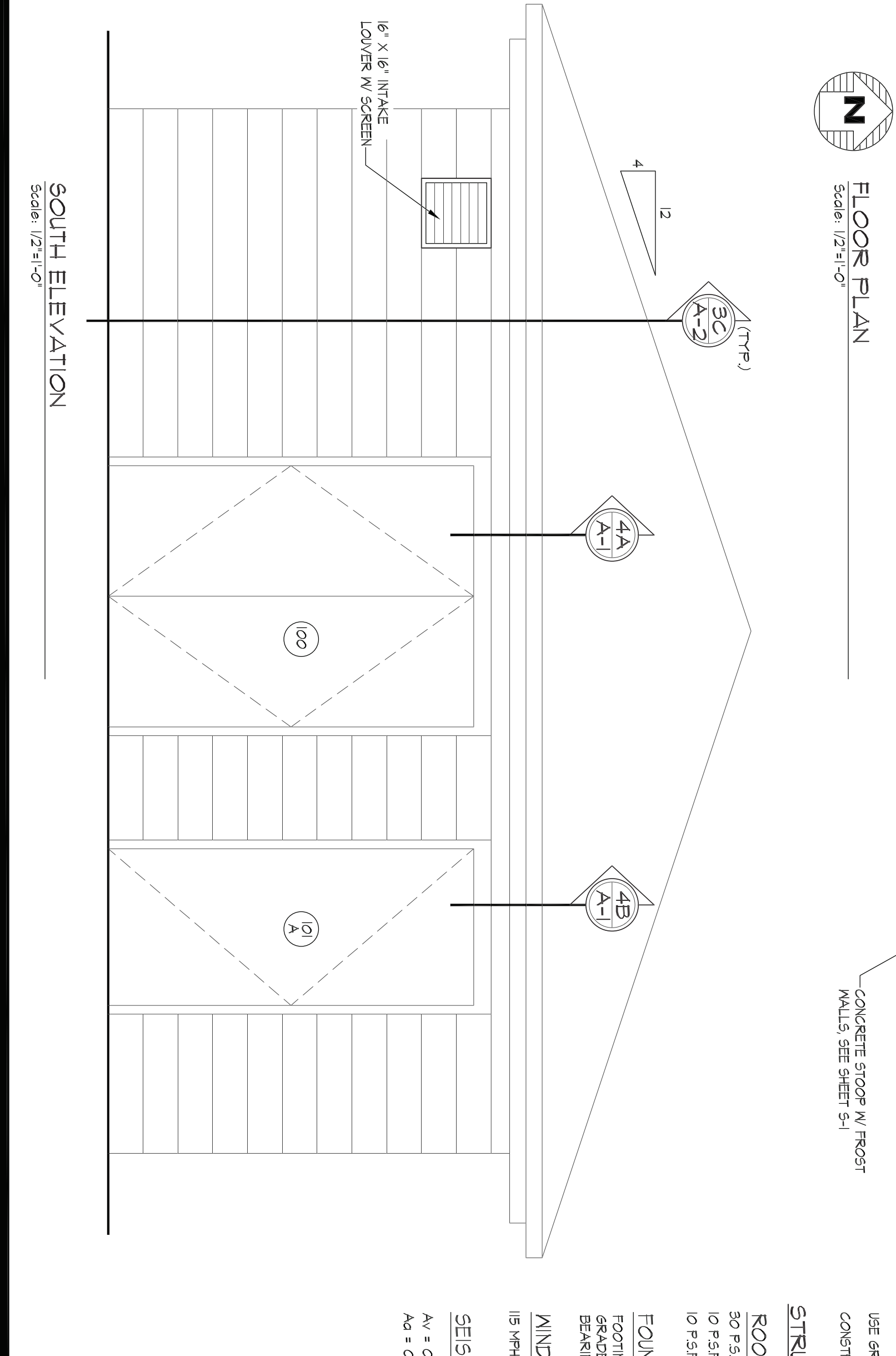
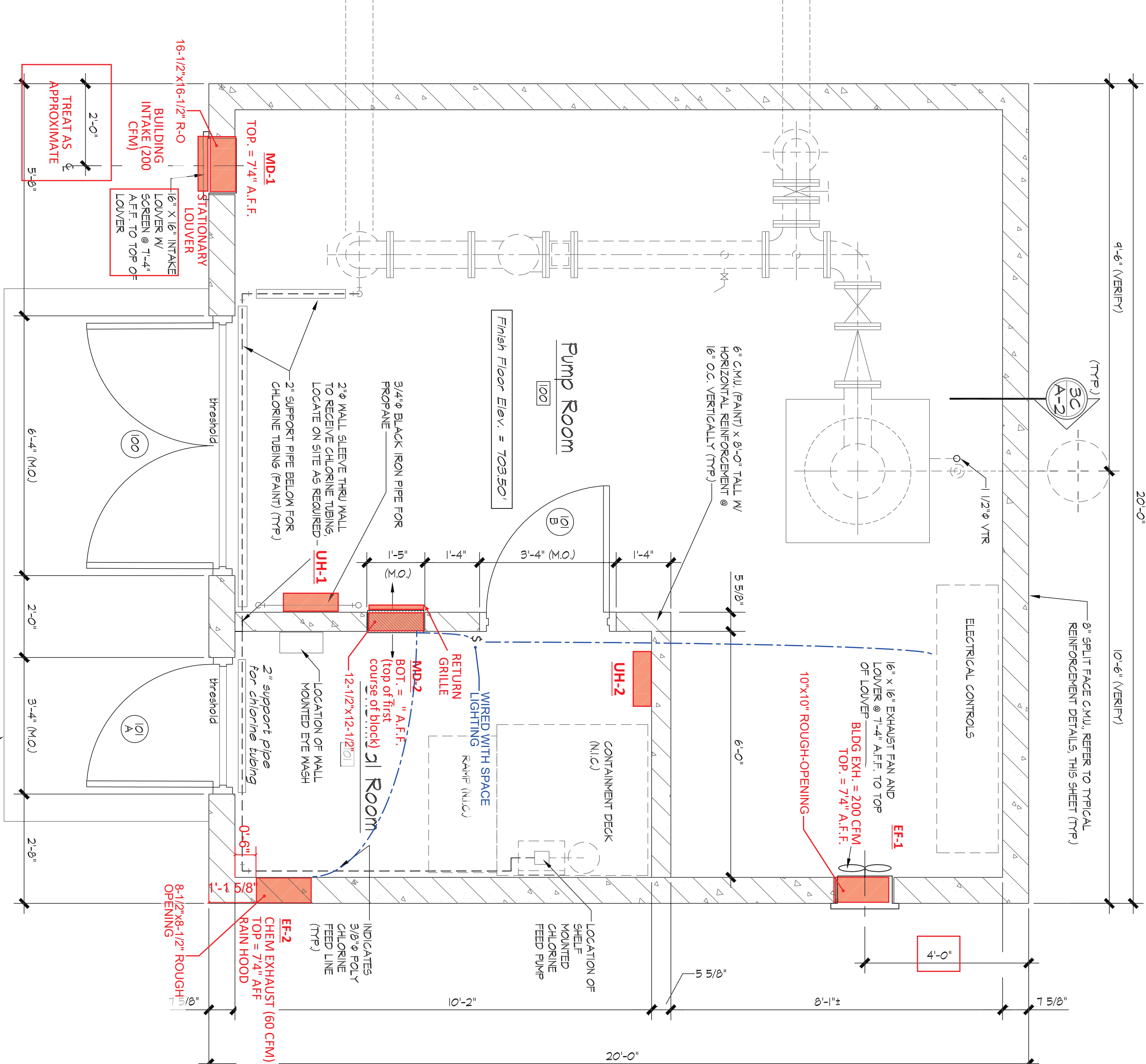
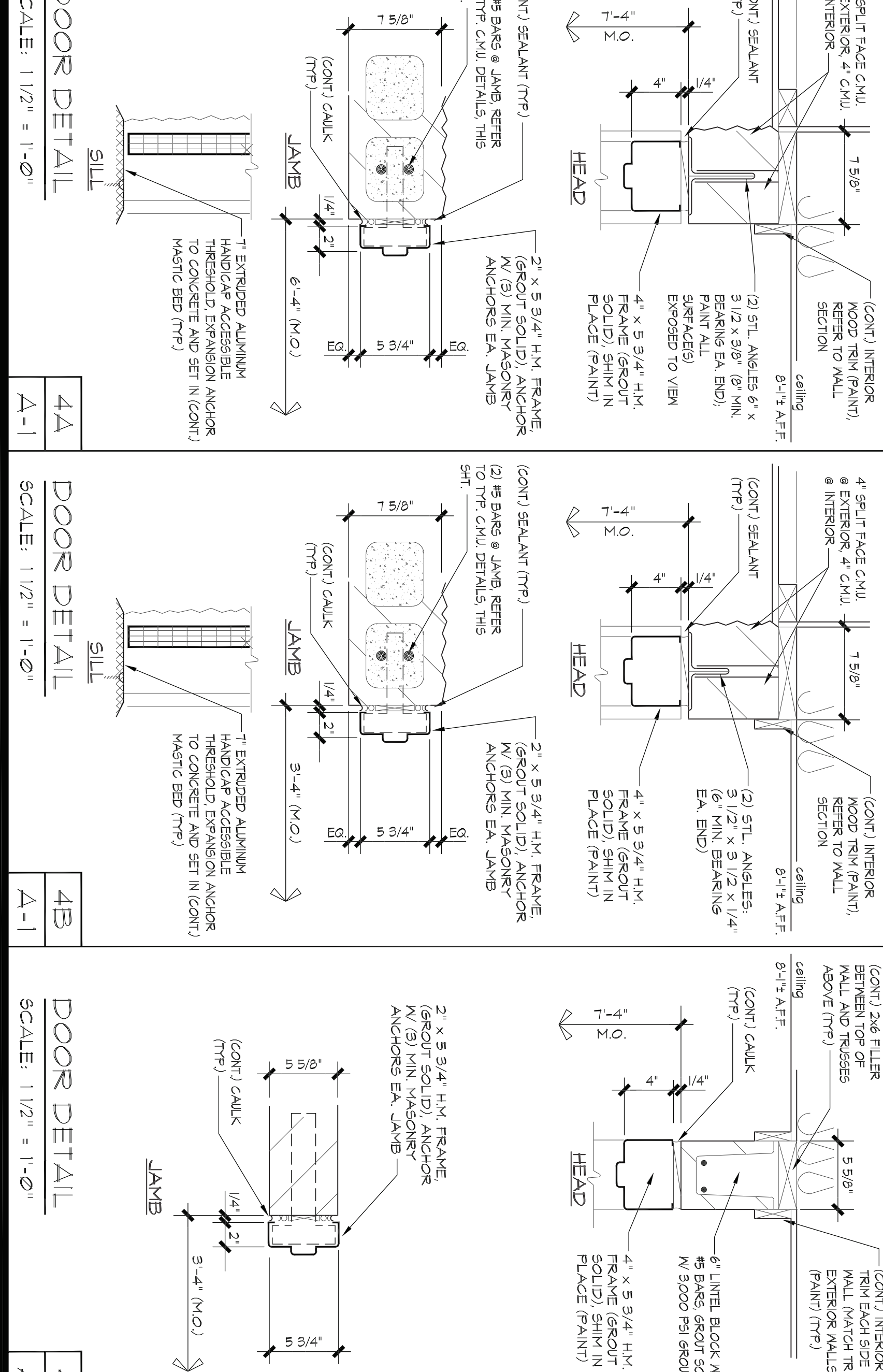
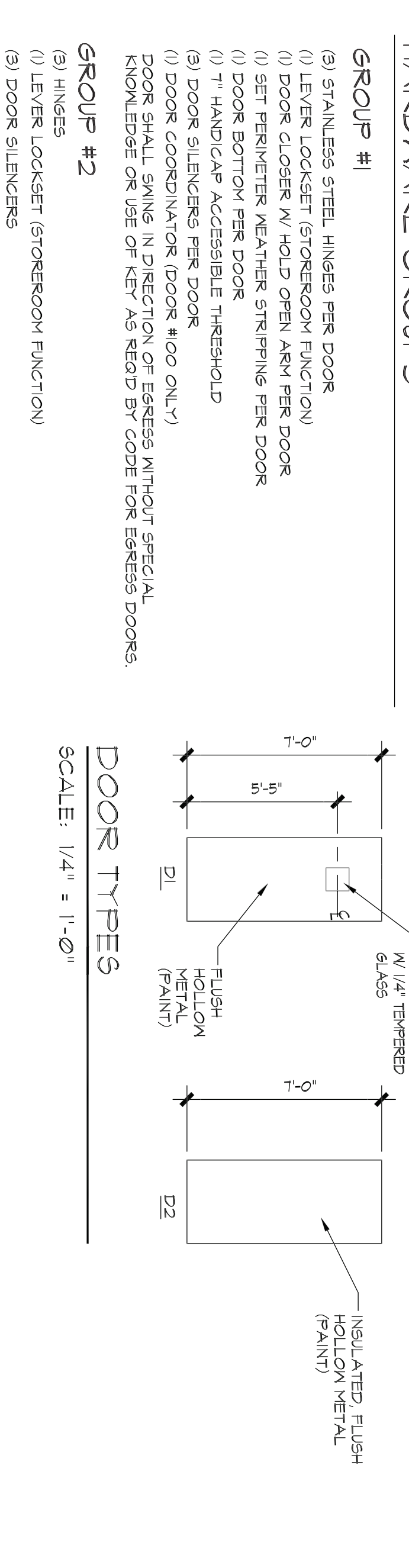
C.M.U. = CONCRETE MASONRY UNIT



TYPICAL VERTICAL REINFORCEMENT FOR CMU WALLS

SCALE: NOT TO SCALE

DOOR SCHEDULE					
DOOR			FRAME		REMARKS
DOOR NO.	SIZE	MATL	TYPE	FIN.	
100	3'-0" x 7'-0"	1 1/2" INSULATED HOLLOW METAL	D2	PAINT	4A
101 A	3'-0" x 7'-0"	1 1/2" INSULATED HOLLOW METAL	D2	PAINT	4B
101 B	3'-0" x 7'-0"	1 1/2" HOLLOW METAL	D1	PAINT	4C



MECHANICAL EQUIPMENT:

EF-1: CENTRIFUGAL DOWNBLAST THRU-WALL EXHAUST FAN, 120V, 200 CFM

EF-2: IN-WALL EXHAUST FAN 60 CFM

UH-1: SURFACE-MOUNT ELECTRIC UNIT HEATER 13,500 BTU, INTEGRAL THERMOSTAT

UH-2: SURFACE-MOUNT ELECTRIC UNIT HEATER 3,000 BTU, INTEGRAL THERMOSTAT

MD-1/2: MOTORIZED DAMPER, 120V POWERED OPEN SPRING CLOSED.

CONTROLS:

EF-1: RETAIN THERMOSTAT ADD T-H-O-A SWITCH.

HAND - FAN ON OFF - FAN OFF AUTO - THERMOSTAT-CONTROLLED

EF-2: WIRE WITH CHEM ROOM LIGHTS

SEQUENCE OF OPS:

EF-1: SPACE TEMP RISES TO 70°F, ENERGIZES FAN, OPENS MD-1.

BUILDING CODE DATA (IBC 2015):

USE GROUP: (U) UTILITY SHED - BUILDING HOUSES PUMP METERS

CONSTRUCTION TYPE: SB UNPROTECTED

STRUCTURAL DESIGN DATA:

ROOF TRUSS LOADS:

50 PSF, TOP CHORD LINE LOAD

10 PSF, TOP CHORD DEAD LOAD

10 PSF, BOTTOM CHORD DEAD LOAD

FOUNDATION DESIGN LOADS:

FOOTINGS AT 3'-0" MINIMUM DEPTH BELOW GRADE WITH ASSUMED 2500 PSF 50% BEARING IN CLAY TYPE SOIL.

MIND DESIGN LOADS:

115 WFT EXF. C MIND LOADINGS

SEISMIC DESIGN:

Av = 0.045

As = 0.075

DESIGNER BY: J. HALEY

DESIGNED BY: J. HALEY

DATE: 10/26/2022

PROJECT NO.: 001-21-12

DRAWING: A-1

DATE: 10-26-2022

REVISIONS

0 10/27/2022 Issued for Bid

THIS DRAWING AND THE IDEAS AND DESIGNS REPRESENTED HEREIN ARE PREPARED BY THE HALEY ARCHITECTURAL GROUP, INC. AND ARE FOR THE USE OF THE CLIENT WITH RESPECT TO THIS PROJECT. ANY AND ALL RIGHTS RESERVED BY THE HALEY ARCHITECTURAL GROUP, INC. SHALL REMAIN THE PROPERTY OF THE HALEY ARCHITECTURAL GROUP, INC. AND SHALL NOT BE USED BY OTHERS FOR ANY OTHER PURPOSE WITHOUT WRITTEN PERMISSION OF THE HALEY ARCHITECTURAL GROUP, INC.

DESIGNER BY: J. HALEY

DESIGNED BY: J. HALEY

DATE: 10/26/2022

PROJECT NO.: 001-21-12

DRAWING: A-1

HALEY ARCHITECTURAL GROUP, INC.

363 S. Main St. - Suite 308

Decatur, IL 62523

PH: 217-422-9330

FAX: 217-423-2394

WWW.HALEYGROUP.COM

Design Firm Registration:

#184-002577

FLOOR PLAN / SCHEDULES

PROPOSED WELL PUMP BUILDING

WELL PUMP #7

FORSYTH, ILLINOIS

brandon@burdickplumbing.com

From: Jake Norrenberns <Jake.Norrenberns@bruckerco.com>
Sent: Monday, December 11, 2023 5:24 PM
To: brandon@burdickplumbing.com
Subject: RE: In-Wall Electric Heater
Attachments: WAI Cut Sheet.pdf

Good evening, Brandon –

Please find the attached cut sheet for reference.
480V/3PH is not available however 240V/3PH is.

QTY. 2 Electric Wall Heaters
Accessories – Surface Mounting Kit
Total delivered = \$1,650.00.
Lead time is 3-4 weeks + transit.

Let me know if you have any questions.

Thank you,
Jake Norrenberns
Brucker Company – Central IL Sales
C: (618) 363-4441 | O: (309) 691-5160
Best reachable via: text, email, or cell.
[Click Here For Full Line Card](#)

From: brandon@burdickplumbing.com <brandon@burdickplumbing.com>
Sent: Monday, December 11, 2023 3:22 PM
To: Jake Norrenberns <Jake.Norrenberns@bruckerco.com>
Subject: RE: In-Wall Electric Heater

Hey Jake,

We're somewhat nailed down on what's available to us electrically and I wanted to see if you could work up a product selection for these.

UH-1 – 13,500 BTU, 480V/3ph
UH-2 – 3,000 BTU, 120V

Both will be surface-mounted electric wall heaters.

Feel free to give me a call if you have any questions or concerns.

Thanks,

Brandon Burdick | Project Manager
P: 217-429-2385 | M: 217-521-5554



RFP DETAILED PROPOSAL

Bodine Electric
1845 N. 22nd Street
Decatur, IL 62526
Telephone: 217-423-2593
E-mail: bbrown@bodineemail.com
Client Address:

RFP#	001
Date Submitted For Approval	
Date:	12/14/2023
Project Name:	Forsyth Well #7
Project Number:	144896
Contract #:	PL2686-3-3
Page Number:	1
Received Date:	1/31/2023

Burdick Mechanical Contractors
1175 N. 20th Street
PO Box 496
Decatur, IL 62525
Contact: Brandon Burdick

Work Description

We will supply and install all materials, labor and equipment as per your instructions on RFP #001.

Scope:

1. Delete electrical feed for propane-fired UH-1.
2. Add electrical feed for electric UH-1.
3. Add electrical feed for electric UH-2.
4. Add damper interlock wiring for UH-2 & MD-2.

This pricing is valid for only 30 days from the submission date.

Summary

Material	
General Materials	326.49
DISTRIBUTION	1,800.00

RFP DETAILED PROPOSAL

Bodine Electric

RFP# 001
Project Name: Forsyth Well #7
Page Number: 2

Summary (Cont'd)	
MATERIAL TOTAL	2,126.49
Labor	
ELECTRICIAN	(26.39 Hrs @ \$81.46)
	2,149.73
TOTAL LABOR	
Subtotal	
Overhead & Markup	
Overhead	(@ 15.000 %)
	641.43
TOTAL MARKUPS	
Final Amounts	641.43
FINAL AMOUNT	\$4,917.65

CLIENT ACCEPTANCE

RFP#	001
Final Amount:	\$4,917.65
Name:	
Date:	
Signature:	
Change Order #:	

I hereby accept this quotation and authorize the contractor to complete the above described work.

B. E. C. MECHANICAL, INC.

☒ 208 E. Broadway, P.O. Box 427
Ogden, IL 61859
217/582-2504 FAX 217/582-2704

☐ 611 E. Fairchild
Danville, IL 61832
217/446-0615 FAX 217/443-0292

November 9, 2023

Mr. Brandon Burdick
Burdick Plumbing & Heating Co., Inc.
1175 N. 20th Street
Decatur, IL 62521

Re: Forsyth Well Pump Building

Dear Brandon:

We offer for your consideration our proposal to complete the ventilation work for this project.

Scope:

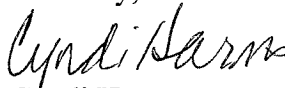
1. Provide and install EF-2. Provide Dayton shutter mount exhaust fan with backdraft damper. Provide and install exterior galvanized rain hood with ½" birdscreen.
2. Provide and install (1) 12/12 120V motorized damper for MD-2 with internal mounted actuator.
3. Provide and install GRD's. Standard white finish.

Excluded:

1. Electrical work. Thermostats. Line voltage interlock of MD's and exhaust fans.
2. Control work.
3. External duct insulation.
4. Test and balance.
5. CMU block openings. Lintels.
6. Permit.
7. Bid or performance bond.
8. Sales tax.
9. Overtime.
10. Insurance requirement above B. E. C. standard policy limits.

Total Price \$1,880.00

Sincerely,



Cyndi Harms
President

NEW BUSINESS

ITEM 10

MEMORANDUM



To: Village of Forsyth Mayor and Board of Trustees
From: Jeremy Buening, P.E., S.E.
Date: February 29, 2024
cc: Ms. Jill Applebee, Village Administrator
Mr. Darin Fowler, Public Works Director
Re: Maroa-Forsyth Grade School Bike Path – Appraisal

Honorable Mayor and Trustees,

Last year, the Village approved a contract to negotiate and acquire the necessary easements from two parcels needed for the construction of the Maroa-Forsyth Grade School Bike Path in the amount of \$13,250. Included in the original scope and cost was to work with the County Engineer to perform a waiver valuation so as to avoid having the appraisal of the required easements. However, the new County Engineer is not qualified to sign off on the waiver, therefore an appraisal of land for the two easements is required per IDOT's rules and regulations for federal funding (secured ITEP Grant).

Based on what was budgeted and the cost provided by the appraiser, we are asking the Village for an additional \$2,614.72 to cover the costs of the two appraisals as well as two title commitments needed. The appraiser's scope of work includes Insurance Policy, the title search and exam, the State of Illinois fees, updates and the final exam. We recommend approval of the contract in order to proceed with the project.

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

