

**AGENDA**  
**REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, ILLINOIS**  
**6:30 P.M.**  
**TUESDAY, JULY 2, 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 JUNE 18, 2024
2. APPROVAL OF MINUTES OF THE SPECIAL MEETING OF JUNE 20, 2024
3. 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 WOODLAND HILLS STREET REHAB PROJECT (VILLAGE ENGINEER JEREMY BUENING)

**NEW BUSINESS**

1. ORDINANCE NUMBER 2024-14 AN ORDINANCE APPROVING A VARIANCE RELATING TO SETBACK REQUIREMENTS FOR THE PROPERTY LOCATED AT 105 S. ROUTE 51 (PLANNING AND ZONING DIRECTOR RYAN RALEIGH)
2. ORDINANCE NUMBER 2024-15 AN ORDINANCE APPROVING AN AMENDMENT TO THE VILLAGE'S ZONING MAP TO CHANGE THE ZONING AT 130 S. GRANT STREET FROM OT TO R-2 (PLANNING AND ZONING DIRECTOR RYAN RALEIGH)
3. DISCUSSION AND POTENTIAL ACTION REGARDING DISTRIBUTION OF HOTEL/MOTEL TAX DOLLARS (VILLAGE ADMINISTRATOR JILL APPLEBEE)
4. DISCUSSION AND POTENTIAL ACTION REGARDING SPORTS AND NATURE PARK TILE (VILLAGE ENGINEER JEREMY BUENING)
5. DISCUSSION AND POTENTIAL ACTION REGARDING PRAIRIE WINDS SANITARY ANNEXATION (VILLAGE ADMINISTRATOR APPLEBEE)

**ADJOURNMENT**

Join Zoom Meeting

<https://us06web.zoom.us/j/88579056367>

Meeting ID: 885 7905 6367

One tap mobile

+13126266799,,88579056367# US (Chicago)

# **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, JUNE 18, 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 Marilyn Johnson, Trustee Bob Gruenewald, Trustee Jeff London, Trustee Lauren Young, Trustee Dave Wendt

**Absent:** Trustee Jeremy Shaw

**Staff Present:** Village Administrator Jill Applebee, Village Clerk Cheryl Marty, Village Treasurer Rhonda Stewart, Village Engineer Jeremy Buening, Village Library Director Melanie Weigel, Village Attorney Lisa Petrilli, Public Works Director Darin Fowler, Planning and Zoning Director Ryan Raleigh

**Others Present:** Cathy Mansur (May Cocagne and King), Bill Krueger, Rita Colee

**CONSENT AGENDA**

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF MAY 21, 2024
2. APPROVAL OF WARRANTS

**MOTION**

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

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

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

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.

Rita Colee, a former resident, had a recent incident when she was attending a ballgame in Forsyth Park. Her car was broken into and her wallet stolen. She praised the excellent response from Sheriff Deputy Casner and her professionalism. She urged the Village to install cameras wherever possible. Public Works Director Fowler provided an update on that particular project.

## **ADMINISTRATION REPORTS**

### **1. Law Enforcement Report**

Sheriff Deputy Hale reported that all went well at the Forsyth Fest and had no incidents to report. The deputies will be present at the upcoming public meeting on Thursday. Trustee Wendt thanked him and the Sheriff's staff for their help during the parade.

### **2. Village Staff Reports**

Mayor Peck said this was one of the best Forsyth Fests we have had and kudos to all Village staff for this level of success. Village Engineer Buening confirmed for Trustee Gruenewald that they have yet to discover why the Avalon concrete is cracking so much in one area, and the plan is to uncover it all to further investigate. He also confirmed the Route 51 median color sample is to arrive soon.

## **OLD BUSINESS**

### **1. ORDINANCE NUMBER 2024-13 AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF FORSYTH AND SULLIVAN DEVELOPERS, LLC, AND REED W. SULLIVAN (VILLAGE ADMINISTRATOR JILL APPLEBEE)**

Village Administrator Applebee explained this is the final redevelopment agreement for Carpet Weavers and summarized the details. A brief discussion was held with several Board members requesting a TIF report showing the status of individual projects and Administrator Applebee agreed to make that request.

## **MOTION**

Trustee Wendt made a Motion to approve the Ordinance as presented with corrections for the word "City" being replaced with the word "Village" and corrections to address and phone numbers and Trustee Young seconded the Motion.

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

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

Motion declared carried.

2. DISCUSSION AND POTENTIAL ACTION REGARDING FUTURE INVESTMENT OPTIONS (VILLAGE TREASURER RHONDA STEWART)

Village Treasurer Stewart introduced the report that summarized current and future investment plans. Mayor Peck said her report is perfect and thanked her for that. Trustee Gruenewald said the report is very clear and appreciated it as well. A brief discussion was held.

No Motion needed.

3. DISCUSSION AND POTENTIAL ACTION REGARDING ESTIMATE OF OLD TOWN RENOVATIONS (VILLAGE ENGINEER JEREMY BUENING)

Village Engineer Buening explained he and his staff compared the Undersized Water Main Project to the Woodland Hills Reconstruction Project per the Board's request. He further explained the details of the estimated costs and timeframes for both projects. When questioned about the need for water main replacement he explained that it was the EPA recommendation to do the water main replacements first if road work was going to be done. The EPA also recommends replacing the 60+ year old 4" mains with the current requirements of 8" mains. While the mains are functioning without issue, leaks have occurred and been repaired per Public Works Director Fowler. After a lengthy Board discussion, Trustee Wendt suggested moving the water main project up in the timeline and others agreed. Village Attorney Petrilli said a vote on the Woodland project will need to be on the next agenda.

No Motion needed.

4. DISCUSSION AND POTENTIAL ACTION REGARDING PLAYGROUND PLAN FOR FORSYTH PARK (VILLAGE ENGINEER JEREMY BUENING)

Village Engineer Buening explained his set of plans illustrating the layout for the new playground equipment and pour-in-place surfacing in Forsyth Park. Some discussion centered around the possible reuse of current playground equipment but there were concerns about doing so without damage. A brief discussion continued and no Motion was needed as this was an information-only presentation.

No Motion needed.

## **NEW BUSINESS**

### **1. PRESENTATION OF AUDIT REPORT FOR FISCAL YEAR 2023 (MAY COCAGNE AND KING)**

Cathy Mansur from May Cocagne & King presented the audit findings for 2023 and complimented the staff on the excellent quality of information received – it is incomparable to any she’s seen. She explained the highlights of the audit report. It is a testament to the Village spending and fiscal management and that is a high compliment for a municipal government. She responded to several questions from Board members.

No Motion needed.

Administrator Applebee shared that Verizon is interested in the commercial use of our water tower but her position was the Village was not interested and asked for Board input. They want to install communication equipment on the top of the tower but Public Works Director Fowler said it is just more opportunity for rust and also makes maintenance much more difficult. Also, it is bad timing when the painting project is on the horizon. The Verizon representative did not appear on the phone tonight as promised and all Board members agreed not to pursue this opportunity.

## **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 7:45 P.M.

By: *Cheryl Marty*  
Village Clerk

# **CONSENT AGENDA**

## **ITEM 2**

**AGENDA**  
**SPECIAL MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, ILLINOIS**  
**6:00 P.M.**  
**THURSDAY, JUNE 20, 2024**  
**FORSYTH PUBLIC LIBRARY - 268 S. ELWOOD STREET, FORSYTH, IL 62535**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

**Staff Present:** Village Administrator Jill Applebee, Village Clerk Cheryl Marty, Village Library Director Melanie Weigel, Village Attorney Andrew Jarmer

**Others Present:** See attached sign-in sheets.

**NEW BUSINESS**

- (1) Cannabis dispensary presentation from Illinois Health & Wellness, LLC
- (2) Public comment on potential cannabis dispensary in the Village of Forsyth.

Mayor Peck thanked those in attendance then explained how the open meeting will be conducted. He introduced the two representatives from Illinois Health & Wellness, LLC, Michael Morthland and Ryan Beavers. Both gentlemen introduced themselves and spoke about their company, how it would operate and how the Village would benefit from having their dispensary. It would provide approximately twenty jobs and the store would have security 24/7. They noted that this is also a highly regulated industry.

Residents in attendance who desired addressed the Board with their opinions for and against the topic. Many concerns centered on security of the community, impact on children, impact on Sheriff's deputies, how would sales tax dollars be used, and potential impact on real estate values as the years unfold.

**ADJOURNMENT**

Trustee Wendt made the Motion to adjourn and Trustee London seconded the Motion. All Board members agreed by voice vote, and the meeting was adjourned at 7:45 P.M.

By: Cheryl Marty  
Village Clerk

---



# **CONSENT AGENDA**

## **ITEM 3**

DATE: 07/02/24

Tuesday July 02,2024

PAGE 1

| PAYABLE TO<br>INV NO                          | G/L NUMBER  | DESCRIPTION                         | AMOUNT   | DISTR    |
|-----------------------------------------------|-------------|-------------------------------------|----------|----------|
| =====                                         |             |                                     |          |          |
| 01 JEFFERY ANDERSON<br>6098                   | 01-52-617   | GYPSUM COARSE GROUNDS 4/5           | 1272.00  | 1272.00  |
| 01 BEST ONE OF CENTRAL IL<br>399360           | 01-52-512   | FLAT TIRE REPAIR MOWER              | 35.00    | 20.00    |
| 399543                                        | 01-52-512   | TIRE REPAIR                         |          | 15.00    |
| 01 BLACKSTONE AUDIO, INC<br>2158414           | 01-53-681   | AUDIO VISUAL                        | 193.73   | 117.85   |
| 2159629                                       | 01-53-681   | AUDIO VISUAL                        |          | 75.88    |
| 01 BLUEROCK EVENT SOLUTIONS LLC<br>E25C2AF7-2 | 01-10-914   | BAL DUE ON FORSYTH FEST             | 2799.50  | 2799.50  |
| 01 JAMES BRUMMITT<br>062824                   | 01-11-547   | 769 STVNS CRK BLVD ROUGH IN INSPECT | 360.00   | 60.00    |
| 062824                                        | 01-11-547   | 782 SPYGLASS BLVD ROUGH IN/FINAL    |          | 120.00   |
| 062824                                        | 01-11-547   | 106 BARNETT FINAL ELECTRIC INSPECT  |          | 60.00    |
| 062824-1                                      | 01-11-547   | 489 LUCAS LANE FINAL ELECTRIC INSPE |          | 60.00    |
| 062824-2                                      | 01-11-547   | 849 US 51 STE B FINAL ELECTRIC INSP |          | 60.00    |
| 01 CDS OFFICE TECHNOLOGIES<br>INV1623557      | 01-11-535   | CAMERAS FOR CARS                    | 16618.00 | 16618.00 |
| 01 CHARD SNYDER<br>2732                       | 01-11-549   | HRA/COBRA SERVICES MAY '24          | 100.19   | 6.74     |
| 2732                                          | 01-11-549   | HRA/COBRA SERVICES MAY '24          |          | 6.74     |
| 2732                                          | 01-11-549   | HRA/COBRA SERVICES MAY '24          |          | 6.74     |
| 2732                                          | 01-11-549   | HRA/COBRA SERVICES MAY '24          |          | 6.74     |
| 2732                                          | 01-11-549   | HRA/COBRA SERVICES MAY '24          |          | 6.74     |
| 2732                                          | 01-11-549   | HRA/COBRA SERVICES MAY '24          |          | 2.11     |
| 2732                                          | 01-11-549   | HRA/COBRA SERVICES MAY '24          |          | 6.74     |
| 2732                                          | 01-11-549   | HRA/COBRA SERVICES MAY '24          |          | 6.74     |
| 2732                                          | 01-11-549   | HRA/COBRA SERVICES MAY '24          |          | 2.11     |
| 2732                                          | 01-11-549   | HRA/COBRA SERVICES MAY '24          |          | 6.74     |
| 2732                                          | 01-11-549   | HRA/COBRA SERVICES MAY '24          |          | 6.73     |
| 2732                                          | 01-11-549   | HRA/COBRA SERVICES MAY '24          |          | 6.73     |
| 2732                                          | 01-11-549   | HRA/COBRA SERVICES MAY '24          |          | 2.10     |
| 2732                                          | 01-11-549   | HRA/COBRA SERVICES MAY '24          |          | 6.73     |
| 2732                                          | 01-11-549   | HRA/COBRA SERVICES MAY '24          |          | 2.10     |
| 2732                                          | 01-11-549   | HRA/COBRA SERVICES MAY '24          |          | 6.73     |
| 2732                                          | 01-11-549   | HRA/COBRA SERVICES MAY '24          |          | 2.10     |
| 2732                                          | 01-11-549   | HRA/COBRA SERVICES MAY '24          |          | 6.73     |
| 2732                                          | 01-11-549   | HRA/COBRA SERVICES MAY '24          |          | 2.10     |
| 01 CHASTAIN & ASSOCIATES, LLC<br>062824       | 01-11-532   | MAY '24 2024 ADMIN ADVISORY         | 64481.55 | 6968.58  |
| 062824                                        | 01-41-532   | MAY '24 STREET DEPT ADVISORY        |          | 113.60   |
| 062824                                        | 01-11-532   | MAY '24 PARK DEPT ADVISORY          |          | 1440.46  |
| 062824                                        | 30-00-835   | MAY '24 M/F GRDE SCH BIKE PATH      |          | 1087.80  |
| 062824                                        | 30-00-810-8 | MAY '24 WTP CLARIFIER/FILTER MAINT  |          | 1798.40  |
| 062824                                        | 30-00-810-8 | MAY '24 WTR TOWERS/GRD STORAGE      |          | 7569.00  |
| 062824                                        | 30-00-864-7 | MAY '24 GRAYHAWK 1ST ADD PVMT PATCH |          | 1192.80  |

DATE: 07/02/24

Tuesday July 02,2024

PAGE 2

Page 11 of 77

| PAYABLE TO<br>INV NO                            | G/L NUMBER  | DESCRIPTION                         | AMOUNT   | DISTR    |
|-------------------------------------------------|-------------|-------------------------------------|----------|----------|
| 062824                                          | 30-00-892   | MAY '24 EAST BIKE PATH MAINT        | 85.20    |          |
| 062824                                          | 30-00-864-7 | MAY '24 GRAYHAWK PH 2 PAVEMENT MAIN | 2599.60  |          |
| 062824                                          | 30-00-892   | MAY '24 MALL BIKE PATH REHAB        | 6993.85  |          |
| 062824                                          | 30-00-864   | MAY '24 PAVEMENT STRIPING DESIGN    | 4052.00  |          |
| 062824                                          | 30-00-860   | MAY '24 PARKING LOT A RECONSTRUCTIO | 11820.04 |          |
| 062824                                          | 38-00-863-1 | MAY '24 SPORTS NATURE PARK          | 2356.90  |          |
| 062824                                          | 15-00-874-2 | MAY '24 BARNETT AVE RECONSTRUCTION  | 5414.60  |          |
| 062824                                          | 30-00-864-8 | MAY '24 PRAIRIE LANE/TALON INTERSEC | 3777.60  |          |
| 062824                                          | 30-00-837   | MAY '24 F. PARK PLAYGROUND          | 7211.12  |          |
| 01 CIVIC PLUS<br>307129                         | 01-11-556   | VILLAGE ONLINE CODE ORDIANCES       | 1946.87  | 1946.87  |
| 01 CONSTELLATION NEWENERGY INC.<br>68629550801  | 01-41-572   | JUNE '24 ENTRANCE SIGNS             | 5651.09  | 101.61   |
| 68629568001                                     | 01-41-572   | JUNE '24 STREET LIGHTING            |          | 5549.48  |
| 01 AHW LLC CLINTON<br>11917526                  | 01-52-612   | TIRE VALVE & WHEEL RIM              | 151.67   | 151.67   |
| 01 CYPRESS GROVE<br>062824                      | 01-10-914   | BEER FOR FORSYTH FEST               | 729.50   | 278.00   |
| 2165A                                           | 01-10-914   | BEER FOR FORSYTH FEST               |          | 451.50   |
| 01 DECATUR COMPUTERS INC<br>DCI50704            | 01-11-537   | IT SERVICE FOR D. FOWLER            | 2156.06  | 270.00   |
| DCI50705                                        | 01-11-537   | FORTINET HARDWARE                   |          | 1886.06  |
| 01 DUNKER ELECT SUPPLY INC<br>128297-1          | 01-52-652   | FORSYTH FEST ELECTRIC               | 317.36   | 317.36   |
| 01 CENGAGE LEARNING INC/GALE<br>84544248        | 01-53-909   | BOOKS                               | 107.86   | 58.38    |
| 84552802                                        | 01-53-671   | BOOKS                               |          | 49.48    |
| 01 HOBBY LOBBY STORES, INC.<br>062824           | 01-53-913   | PROGRAMMING                         | 7.18     | 7.18     |
| 01 ILLINOIS TAX INCREMENT ASSOCIA<br>675301     | 01-11-560   | DUES 7-1-24 TO 6-30-25              | 550.00   | 550.00   |
| 01 JENNIFER A. STOUT<br>062824                  | 01-53-913   | ADULT ART PROGRAM                   | 75.00    | 75.00    |
| 01 KEY LABORATORY SERVICES<br>25842             | 51-00-549   | COLIFORM ANALYSIS                   | 15.95    | 15.95    |
| 01 LOURASH & MAHANNAH EXCAVATING,<br>I240615287 | 01-41-515-1 | STORM SEWER REPAIR                  | 2960.00  | 2960.00  |
| 01 MAY, COCAGNE & KING, P.C.<br>691889          | 01-11-531   | AUDIT SERVICES FOR MAY '24          | 10000.00 | 10000.00 |
| 01 MENARDS<br>062823                            | 01-53-654   | JANITORIAL SUPPLIES                 | 762.33   | 27.27    |
| 062823                                          | 01-52-652   | OP SUPPLIES                         |          | 257.11   |
| 062823                                          | 01-52-612   | EQUIP MAINT SUPPLIES                |          | 151.36   |
| 062823                                          | 01-41-652   | OP SUPPLIES                         |          | 45.08    |
| 062823                                          | 01-52-611   | BLDG MAINT SUPPLIES                 |          | 72.09    |
| 062823                                          | 01-52-655   | FUEL                                |          | 95.88    |
| 062823                                          | 01-41-617   | GROUND MAINT SUPPLIES               |          | 90.78    |

| PAYABLE TO<br>INV NO                        | G/L NUMBER  | DESCRIPTION                        | AMOUNT    | DISTR   |
|---------------------------------------------|-------------|------------------------------------|-----------|---------|
| 062823                                      | 01-53-913   | PROGRAMMING                        |           | 22.76   |
| 01 MIDWEST METER, INC.<br>0167930-IN        | 51-00-652   | OP SUPPLIES METERS                 | 378.00    | 378.00  |
| 01 MISSISSIPPI LIME COMPANY<br>1731287      | 51-00-656   | CHEMICALS-LIME                     | 17804.01  | 5857.23 |
| 1732321                                     | 51-00-656   | CHEMICALS-LIME                     |           | 5848.50 |
| 1733303                                     | 51-00-656   | CHEMICALS-LIM                      |           | 6098.28 |
| 01 POTIONS AND POPCORN<br>062824            | 01-53-913   | PROGRAMMING                        | 40.00     | 40.00   |
| 01 SIDENER ENVIRONMENTAL SERVICES<br>533207 | 51-00-612   | EQUIP MAINT SUPPLIES               | 341.30    | 341.30  |
| 01 SORLING, NORTHRUP, HANNA, CULL<br>222843 | 01-11-533   | MAY '24 LEGAL SERVICES             | 5733.75   | 5733.75 |
| 01 IMPERIAL DADE<br>7318361-01              | 01-52-654   | TOWELS-JANITORIAL SUPPLIES         | 508.10    | 508.10  |
| 01 ILLINOIS DEPT OF REVENUE<br>062824       | 30-00-835   | M/F GRADE SCHOOL BIKE EASEMENT     | 1168.47   | 1168.47 |
| 01 STILLWATER ENTERPRISES, INC<br>24-751    | 30-00-837   | PLAYGROUND SURFACING MATERIAL      | 2390.00   | 2390.00 |
| 01 STOLLEY TERMITE & PEST CONTROL<br>062824 | 01-11-511   | VH MONTHLY BUG SPRAY               | 110.00    | 45.00   |
| 062824-1                                    | 01-53-511   | LIB MONTHLY BUG SPRAY              |           | 65.00   |
| 01 TOMCO EQUIPMENT COMPANY<br>85742         | 51-00-612   | FLOW VALVE ACTUATOR                | 3056.82   | 3056.82 |
| 01 DECATUR TRIBUNE<br>062824                | 01-11-553   | '23 PUBLICATION TREASURER'S REPORT | 267.60    | 267.60  |
| 01 TWISTED H FARM<br>I240424104             | 01-10-914   | PETTING ZOO FOR FORSYTH FEST'      | 575.00    | 575.00  |
| 01 US POSTAL SERVICE (CAPS)<br>062824       | 51-00-549-1 | POSTAGE FOR 7-1 W/S BILLS          | 692.47    | 346.23  |
| 062824                                      | 52-00-549-1 | POSTAGE FOR 7-1 W/S BILLS          |           | 346.24  |
| 01 VILL OF FORSYTH<br>062824                | 01-11-571   | W/S UTILITIES 5/20-6/20            | 150.00    | 150.00  |
| 01 WALKER TIRE & EXHAUST<br>1-129331        | 01-52-512   | EQUIP MAINT SERVICE-TIRE           | 106.25    | 106.25  |
| 01 WALLENDER-DEDMAN PRINTING INC.<br>108029 | 01-10-914   | SIGN STAKES                        | 100.00    | 100.00  |
| 01 WAL-MART<br>062824                       | 01-53-913   | PROGRAMMING                        | 366.34    | 303.71  |
| 062824                                      | 01-11-651   | OFFICE SUPPLIES                    |           | 62.63   |
| ** TOTAL CHECKS TO BE ISSUED                |             |                                    | 145078.95 |         |

SYS DATE:06/27/24

VILLAGE OF FORSYTH  
A / P W A R R A N T L I S T  
REGISTER # 28  
Tuesday July 02,2024

SYS TIME:09:02  
[NW1]

DATE: 07/02/24

PAGE 4

Page 13 of 77

| FUND<br>INV NO                   | G/L NUMBER | DESCRIPTION | AMOUNT     | DISTR |
|----------------------------------|------------|-------------|------------|-------|
| =====                            |            |             |            |       |
| GENERAL FUND                     |            |             | 63273.02   |       |
| MOTOR FUEL TAX FUND              |            |             | 5414.60    |       |
| CAPITAL PROJECT FUND             |            |             | 51745.88   |       |
| FORSYTH FAMILY SPORTS/NATURE PAR |            |             | 2356.90    |       |
| WATER OPERATIONS                 |            |             | 21942.31   |       |
| SEWER OPERATIONS                 |            |             | 346.24     |       |
| *** GRAND TOTAL ***              |            |             | 145078.95  |       |
| TOTAL FOR REGULAR CHECKS:        |            |             | 127,274.94 |       |
| TOTAL FOR DIRECT PAY VENDORS:    |            |             | 17,804.01  |       |

# **ADMINISTRATION REPORTS**

# ENGINEER'S REPORT

Forsyth; July 2, 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 have occurred. Title commitments have been received. AT&T has been contacted and locations for relocating each of their utility poles has been identified and staked. Ameren will begin work on moving the pole in the next few weeks. 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.

Working days started on the project May 1, 2024. The contractor is continuing to move forward with excavation of the proposed pond and dirt moving. Discussions are continuing on how best to move forward with rerouting the exposed existing tile. A memo was prepared for your consideration at this meeting.

## **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.

Burdick and their subcontractors are working with Village staff to complete network setup and system startup.

## **Project 8301 – Avalon Blvd Reconstruction**

The works for this project consists of the removal of concrete pavement and replacement with asphalt along Avalon Blvd. from Forsyth Pkwy. To 170 ft south of Ventura Dr. It also includes mountable curb replacement, replacement of multiple sidewalk ramps with ADA accessible ramps, a storm sewer inlet installation, and other items necessary for the completion of the work. It was originally bid and rejected in September of 2022 due to extremely high bids received. This bid also included the reconstruction of concrete.

This project will be bid with an asphalt replacement in conjunction with Project 8812, the reconstruction of the intersection at Prairie and Talon in June of 2024. This project was advertised on June 27<sup>th</sup>, with a bid opening scheduled for July 11<sup>th</sup>.

## **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. Patching is complete and the replacement of the Median has started on the south end. We have requested the contractor provide a sample of the color for approval by the Village prior to that work commencing. The Village approved the herringbone stamp pattern.

# ENGINEER'S REPORT

Forsyth; July 2, 2024 Board Meeting

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



## **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. Unfortunately, the Village did not receive the grant. We have contacted IDOT to debrief the application. Chastain will work with Staff to prepare options for the Board's consideration.

## **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. Chastain has been coordinating with IDOT and we are working on getting the required environmental documents submitted.

## **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.

Work has started on the project plan which is required for an IEPA Loan application.

## **Project 8793 – Advisory Services**

### Parks Master Planning

We continue to assist the Village with layout and cost estimating for the various park improvements across Forsyth.

## **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. Chastain has met with Village Staff and design is underway. This project was advertised on June 27<sup>th</sup>, with a bid opening scheduled for July 11<sup>th</sup>.

## **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. The survey has been completed and design is underway. This project was advertised on June 27<sup>th</sup>, with a bid opening scheduled for July 11<sup>th</sup>.

## **Project 8813 – Grayhawk 1<sup>st</sup> 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 coordination with Village Staff has taken place and design is underway. This project was advertised on June 27<sup>th</sup>, with a bid opening scheduled for July 11<sup>th</sup>.



# ENGINEER'S REPORT

Forsyth; July 2, 2024 Board Meeting

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



Page 17 of 77

## **Project 8821 – Parking Lot A Reconstruction**

Bidding documents are being prepared for release mid-June.

## **Project 8822 – Mall Path Rehabilitation**

This project consists of designing repairs for the Mall Path, located behind the mall between Hickory Point Road and Weaver Road. Chastain has coordinated with Village staff and walked the path to identify rehabilitation needs and other repairs. Design is underway. This project was advertised on June 27<sup>th</sup>, with a bid opening scheduled for July 11<sup>th</sup>.

## **Project 8846 – Forsyth Park Playground**

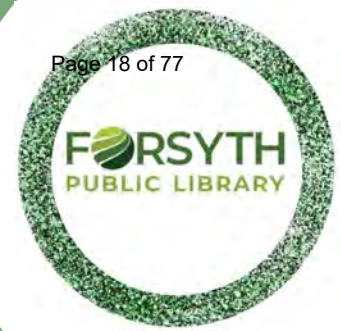
This project consists of the layout and design for the new playground at Forsyth Park, included is an ADA accessible route and curb for pour-in-place surfacing. Bidding documents are being prepared for release mid-June.

# Library Director's Report

## Village Board Meeting

July 2, 2024

Page 18 of 77



## Library Updates:

- We are pleased to announce that Kelsey Gist will be taking over as Youth Services Librarian here at FPL. Kelsey previously worked as a Library Assistant II and will begin to lead Story Time and many of our kids' summer programming events this week. Kelsey brings lots of enthusiasm and ideas to the position, and we're excited for our future programming plans.
- Jana Howe, our former Youth Services Librarian, will be staying on at FPL but will switch her focus to marketing and managing our digital presence as well as using her incredible art talents for monthly adult and children's take and make projects.
- The first month of Summer Reading has flown by! Highlights included the Amazing Martika's fire-breathing skills, a clever Improv Theater kids performance, the amazing creativity of our Nailed It! Cupcake Challenge designers, and the extremely MESSY fun of our first annual Mess-tival.
- Looking ahead to July, kids' programs include the Dan Gogh Art & Magic Show, Jellyfish painting with the Children's Museum, a Lego Challenge, a visit from Pawprint Ministries, the Library Olympics and more. We'll end our summer of fun with the End-of-Summer Reading Party on Saturday, July 27 from 11 - 12:30 with inflatable water slides!
- Summer Reading numbers continue to climb. This year, we currently have 490 patrons signed up to participate, 30 more than in 2023. Our goal is to get over 500 registered readers. If you haven't signed up yet, it's not too late to start tracking your reading and earning prizes.
- We had great turn-out for many of our Adult programs in June including the I-Cash program with the State of Illinois Treasurer's Office, our summer-themed doormat painting project and the "Seeing Beauty in Ordinary Things" art class taught by Jennifer Stout.
- July adult programs include a Resin Art Workshop taught by local artist Paul Jacobs on July 27. This program is partially sponsored by a grant from the Decatur Area Arts Council. We had such a great response to our first Team Trivia Night that we're bringing it back on July 25. Bring a team of up to 5 or come by yourself and we'll help pair you up! Join us for a pizza dinner and challenge your brain!
- Be on the lookout: FPL is launching a new Roku Streaming Stick borrowing program. Details will be shared soon.

*Melanie Weigel, Director*

## NEW BOOKS AT YOUR LIBRARY



# **OLD BUSINESS**

## **ITEM 1**



# MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees  
From: Jeremy Buening, P.E., S.E.  
Date: July 2, 2024  
cc: Ms. Jill Applebee, Village Administrator  
Mr. Darin Fowler, Public Works Director  
Re: Woodland Hills Rehabilitation

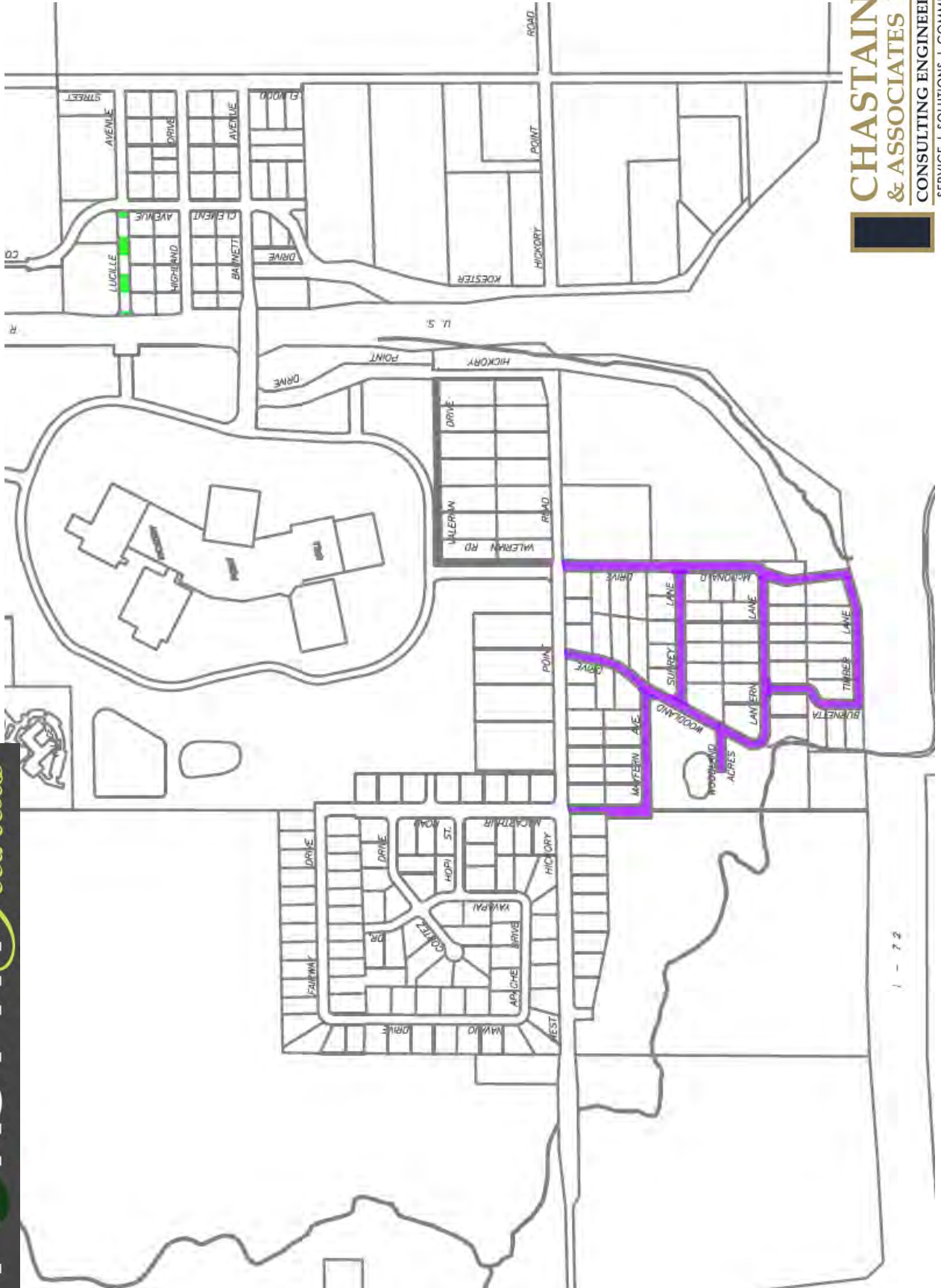
---

Honorable Mayor and Trustees,

Per the Village FY2024 budget, \$120,000 was included for the design and bidding on this project along with \$10,000 carryover in FY2025 for bidding services. Our proposal is for \$106,000. The scope will include establishing surveying, preparing construction plans and specifications, and bidding services for the Woodland Hills Street Rehabilitation project with a scope as identified in Exhibit A of the Contract. This contract does not include Construction Observation. The estimated construction cost budgeted in FY2025 for this project is \$1,390,000. We recommend approval of the contract in order to proceed with the design of this project this year with anticipation to be constructed in 2025.

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.

# Woodland Hills Subdivision Map



AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT DATA:

DATE OF AGREEMENT: 7/2/2024

JOB NUMBER: 8952

PROJECT NAME: Woodland Hills Pavement Rehabilitation

START DATE: 07/03/2024

ESTIMATED COMPLETION DATE: 02/28/2025

LOCATION: Forsyth, IL

CLIENT: Village of Forsyth

CLIENT CONTACT: Jill Applebee, Village Administrator

BILLING ADDRESS: 301 S Route 51

CLIENT PHONE NUMBER: 217-877-1653

SCOPE OF SERVICES: See Attached

FEE BASIS:

☐ Lump Sum Amount: enter text

☒ Estimated Cost (figured on time and material basis): \$106,000.00

☐ Cost Plus Fixed Fee: enter text

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.

**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 1**



---

**THE VILLAGE OF FORSYTH**

MACON COUNTY, ILLINOIS

---

ORDINANCE  
NUMBER 2024-14

---

**AN ORDINANCE APPROVING A VARIANCE RELATING TO  
SETBACK REQUIREMENTS FOR THE PROPERTY LOCATED AT 105 S. ROUTE 51**

---

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. 2024-14**

**AN ORDINANCE APPROVING A VARIANCE RELATING TO  
SETBACK REQUIREMENTS FOR THE PROPERTY LOCATED AT 105 S. ROUTE 51**

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

**WHEREAS**, an application was filed by Andrew Hendrian for a variance to Section 4.9 of the Village Development Ordinance relating to setback requirements seeking to vary: (1) the 50-foot setback requirement from the IDOT ROW to allow for a 20-foot setback from the IDOT ROW on a property located within the Village; and (2) the interior 10-foot setback to allow a building / fence to be placed on the property line; and,

**WHEREAS**, the Planning and Zoning Commission (“Commission”) held a duly noticed public hearing on June 27, 2024, and voted unanimously (0-4) to deny recommendation of the variances to Development Ordinance Section 9, which would vary the Village setback requirements at the property located at 105 S. Route 51 and legally described as E300 N300 NE1/4(EXC HWY ROW) 99BK2887/599 BK2635/90 with PIN: 07-07-15-229-003 as requested in the application; and,

**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 adopts 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 105 S. Route 51 and legally described as E300 N300 NE1/4(EXC HWY ROW) 99BK2887/599 BK2635/90 with PIN: 07-07-15-229-003.

**Section 4. Public Hearing.** A public hearing was advertised in the Decatur Herald & Review on June 11, 2024, and held by the Planning and Zoning Commission on June 27, 2024, at which time the Planning and Zoning Commission voted to recommend denial of the variance.

**Section 5. Variance.** The variation requested in the Variance Request Application, outlined herein and not recommended at the June 27, 2024, Planning and Zoning Commission meeting is hereby granted to allow a 20-foot setback from the IDOT ROW as requested by applicant, and to allow a building to be built at or on the west property line as requested by the applicant.

**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 July, 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 & RECOMMENDATION**

**VARIANCE RECOMMENDATION & FINDINGS OF FACT**

**To:** Village of Forsyth Board of Trustees

**From:** Planning & Zoning Commission

**Re:** Recommendation for to vary the requirements of the Development Ordinance Section 4.9 Setback and Bulk Chart requirements to allow a fence and storage buildings to be placed in the right of way along 51 and to allow storage buildings to be placed on the property line on the west side of the property at 105 US Rt. 51, Forsyth, IL and legally described as E300 N300 NE1/4(EXC HWY ROW) 99BK2887/599 BK2635/90.

**Date:** 6-27-24

On June 27, 2024 the Planning and Zoning Commission ("Commission") held a public hearing for a variance at 105 US 51, Forsyth, IL 62535. The notice of the public hearing was published in the Herald & Review on June 11, 2024. A copy of the certificate of publication is attached.

The application sought to vary the requirements of the Development Ordinance Section 4.9 Setback and Bulk Chart requirements to allow a fence and storage buildings to be placed in the right of way along 51 and to allow storage buildings to be placed on the property line on the west side of the property at 105 US Rt. 51, Forsyth, IL and legally described as E300 N300 NE1/4(EXC HWY ROW) 99BK2887/599 BK2635/90.

The Village of Forsyth Development Ordinance 4.9 Setback and Bulk Chart requires all properties along US 51 to provide a 50-foot setback from the right-of-way and that a Commercial-1 properties have an interior side setback of 10-foot. Andrew is asking for two separate variances within this request.

1. He is asking for a variance to allow a privacy fence and storage building to be placed within 20-foot of the US 51 right-of-way.
2. He is asking to have a storage building placed on the property on the interior side lot line. This would be on the west side of the property. Andrew will be installing a new fence around the portable storage property area which is allowed to be placed on the lot line on the west side. His request is to also place the storage buildings on the fence line just inside the fence.

Mr. Hendrian explained to the commission his intended use of the land and why he wants to move the fence and storage buildings closer to US 51. He also explained his intention for placing the buildings on the property lines on the West and South side of the properties.

With the first variance request, staff explained to the commission the reasons for maintaining the 50 ft easement along US 51 which included allowing ample room for utilities, possible expansion of US 51, and line of sight down the main corridor of the community. They explained how accessory buildings are not allowed on front or side corners of properties and buildings are not allowed on easements.

With the second variance request staff explained that a commercial property requires a 10 ft setback on side and rear property lines. However, the ordinance does allow for a 4 ft setback of accessory structures. The staff explained that this is maintained for fire reasons to protect adjacent properties.

On the first variance regarding the placement of fencing and buildings within 20 ft of the US 51 easement, based on the public hearing, the Commission voted 0 to 4 and the motion did not pass.

On the second variance regarding the placement accessory structures on the property line, based on the public hearing, the Commission voted 0 to 4 and the motion did not pass.

The Commission further made the following findings of fact:

1. The property can yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the existing zoning district. and
2. The plight of the owner is not due to unique circumstances. New business since the adoption of the Forsyth Development Ordinance have not been allow to place structures closer to 51 than the original structure that existed prior to the adoption of the ordinances, and
3. If granted, the variation will alter the essential character of the locality. It is important to maintain a line of sight down the main corridor of the community and to preserve room for future expansion and utility placement/repairs.

The Commission further found as follows:

1. That the particular physical surroundings, shape, or topographical condition of the specific property involved would not 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 based exclusively upon a desire to make more money out of the property;
4. That the alleged difficulty or particular hardship has been created by any person presently having an interest in the property, or by the applicant;
5. That the granting of the variation will be detrimental to the public welfare, or injurious to other property or improvements in the neighborhood in which the property is located; The fence and buildings would block the line of sight of Illini Supply, and
6. That the proposed variation will:
  - (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






---

## MEMORANDUM

---

**To:** The Honorable President and Board of Trustees  
**From:** Ryan Raleigh, Director of Planning and Zoning  
**Date:** July 2, 2024  
**Subject:** Variance Request for Setback at 105 US 51 – Andrew Hendrian

---

Andrew Hendrian has made a variance request regarding setbacks on the property at 105 US 51, Forsyth, IL 62535 and legally described as E300 N300 NE1/4(EXC HWY ROW) 99BK2887/599 BK2635/90.

The Village of Forsyth Development Ordinance 4.9 Setback and Bulk Chart requires all properties along US 51 to provide a 50-foot setback from the right-of-way and that a Commercial-1 properties have an interior side setback of 10-foot. Andrew is asking for two separate variances withing this request.

1. He is asking for a variance to allow a privacy fence and storage building to be placed within 20-foot of the US 51 right-of-way.

**Planning and Zoning denied this 0-4.**

2. He is asking to have a storage building be placed on the property on the interior side lot line. This would be on the west side of the property. Andrew will be installing a new fence around the portable storage property area which is allowed to be placed on the lot line on the west side. His request is to also place the storage buildings on the fence line just inside the fence.

**Planning and Zoning denied this 0-4**

Staff does not recommend approval of the setback variance along US 51. Placing the fence withing 20-foot of US 51 would have the curb stop for the water service withing the fenced in area and a buried communication line within the fenced in area. Andrew also intends to have buildings placed just inside the fence which means the building would be over the communication line and water shutoff.

Another concern is that it would limit the line of sight of the Illini Supply building. One reason for the 50-ft set back is to provide a line of sight down US 51. In the old town there are a few areas where drives and parking lots were allowed inside of the 50-foot right-of-way, but it has not been allowed with new development. Brown's Trucking has trailers placed within the 50-foot right of way but no permanent structures. We do not feel we should make exceptions for new developments/improvements.

## Proposed Fence Line



## Proposed Fence Line





# VILLAGE OF FORSYTH

301 S. Route 51  
Forsyth, IL 62535

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



## VARIANCE REQUEST APPLICATION

OWNER: ☒

APPLICANT: ☐

Name: Andrew R. Hendrian

Address: PO Box 333, Forsyth, IL 62535

Phone Number: (217) 358-1277

E-mail: Taxbuyer@aol.com

Property Address: 105 S. Route 51

PIN #: 07-07-15-229-003

Legal Description of the Property:

See attached "Exhibit A"

Zoning District: C-1: Commercial Service District



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

I am requesting a variance of 4.9 regarding setbacks.

#1. I am requesting the setback for structures from U.S Route 51 right-of-way be changed from 50 feet to 20 feet.

#2. I am requesting permission to set the back side of portable storage buildings on the property lines.

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

I am wanting to place portable storage buildings within the fenced in area to be leased individually. These portable buildings would not be fixed in concrete but set on top of rock. An electronic keyed gate would be added. Lighting would be placed off roof lines of existing buildings to better light the fenced in area. The portable buildings are built off site and delivered via semi. Each portable building is approximately 10'-40' long and 10'-14' deep. They are set close to each other to appear as one building once set. The current setbacks would require a gap between the fence and the back of the buildings.

\*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)?

The east side of this property has roughly 300' of route 51 frontage. There is approximately 62 feet of grass space between the existing fence and the edge of route 51. I've had the property surveyed, spoken with IDOT, and utility companies to confirm where a fence could go. The potential new fence placement will not cover any underground utilities and will provide for a much larger space for the proposed project.

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?

No.

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.

Strict application of the ordinances will hinder the long term projections of the project as it changes the amount of proposed space that could be used. Currently, other properties have large trailers consistently parked closer to 51 than what I am proposing. The trailers are similar in height and size to what the storage buildings would be.

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.

I do not believe there to be an effect on adjacent property owners. I do not believe moving the fence closer to Route 51 will change the character of the district. The fence would remain on the west side of the Illini Supply new sign as to not impede the visibility of the sign from Route 51.

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

Yes, being able to move the fence approximately 30' east allows for an extra drive lane between the existing garage on the property and the proposed east side units. Without moving the fence, a drive lane there is not possible.

**\$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: \_\_\_\_\_

*Andrew R. Handman*

Date: 5/28/2024

**For office use only**

Date Received: \_\_\_\_\_

PZC Meeting Date: \_\_\_\_\_

Application Fee Paid: \_\_\_\_\_

Board Meeting Date: \_\_\_\_\_

Approved (Y/N): \_\_\_\_\_

Ordinance # \_\_\_\_\_

Exhibit A

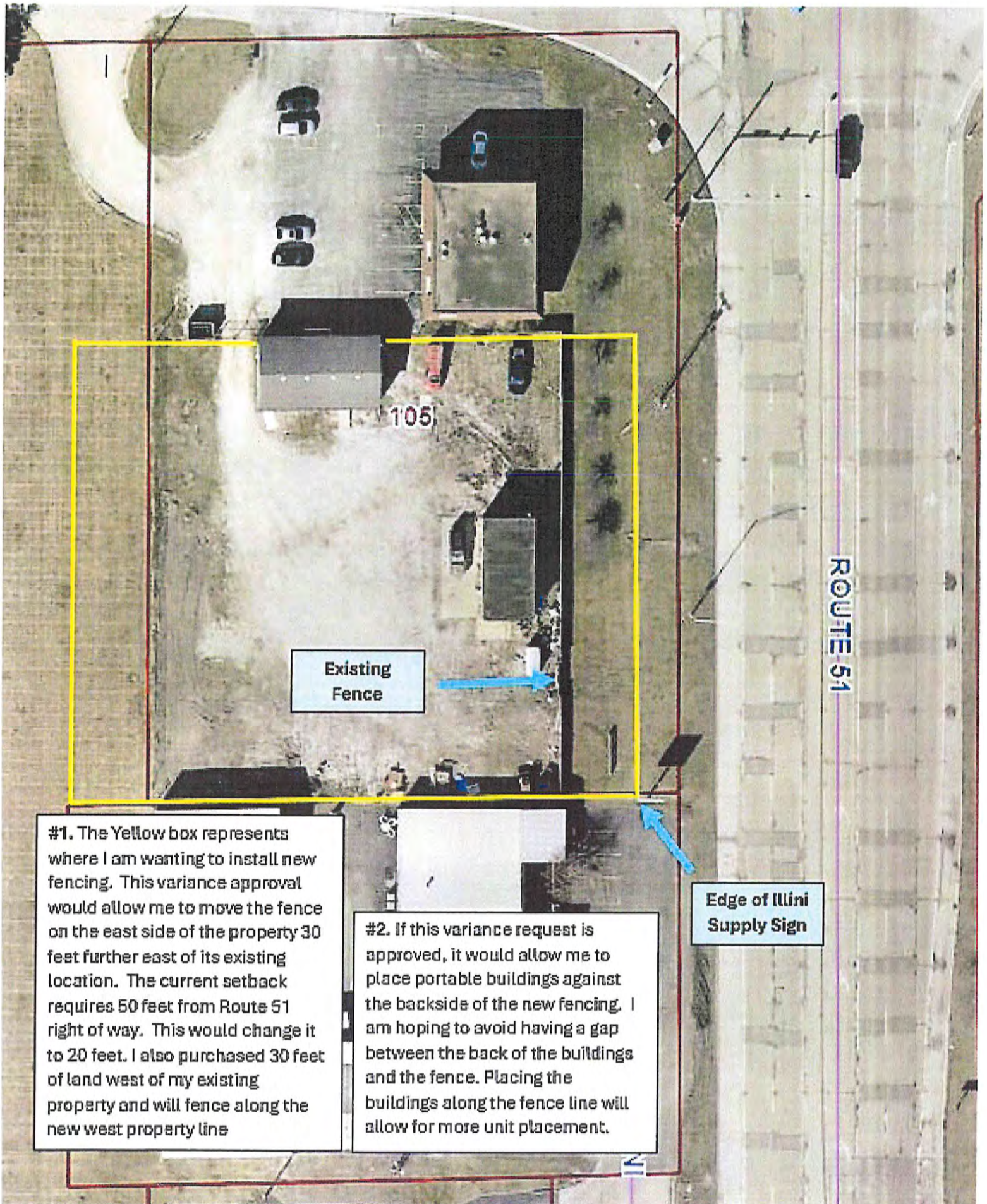
Book: 4981 Page: 242

The East 300 feet of the North 330 feet of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Fifteen (15), Township Seventeen (17) North, Range Two (2) East of the Third P.M. EXCEPT the part deeded to the People of the State of Illinois, Department of Transportation, recorded April 30, 1982 in Book 2093 on Page 81 as Document No. 1135567 more particularly described as follows: beginning at the Northeast corner of said Section 15, thence measure Southerly along the East line of the Northeast Quarter of said Section 15 for 329.73 feet; thence deflect 89°09'28" to the right, Westerly along the South line of the East 300 feet of the North 330 feet of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of said Section 15 for 38.01 feet; thence deflect 90°50'32" to the right, Northerly for 231.34 feet; thence deflect 46°52'12" to the left, Northwesterly for 84.14 feet; thence deflect 35°59'05" to the left, Westerly for 50.49 feet; thence deflect 82°51'17" to the right, Northerly for 33.01 feet; thence deflect 89°10'42" to the right, Easterly along the North line of the Northeast Quarter of said Section 15 for 199.99 feet to the place of beginning. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 07-07-15-229-003

Common Address: 105 S. Route 51, Forsyth, IL 62535





## NOTICE OF PUBLIC HEARING

The Village of Forsyth Planning and Zoning Commission will hold public hearings at 5:30 p.m., Thursday, June 27, 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 by Stacey Wenskunas for map amendment to change the zoning on the real property commonly known as 130 S. Grant Street, Forsyth, Illinois and legally described as Shaffers Addn to Village of Forsyth Lot 3 Blk i (PIN: 07-07-14-102-002). The request is made in accordance with Development Ordinance Section 9.11. The property is currently zoned OT and the request is made to change the zoning to R-2 to allow the construction of a duplex on the real property.
- Request by Andrew R. Hendrian for a variance to the setback requirements of the Development Ordinance Section 4.9 from 50 feet for the IDOT ROW to 20 feet from the IDOT ROW on the real property commonly known as 105 S. Route 51, Forsyth, Illinois and legally described as E300 NS00 NE1/4(EXC HWY ROW) 99BK2887/599 BK2635/90 (PIN: 07-07-15-229-003) The property is currently zoned C1 and no request to vary the zoning has been made.

Any questions concerning this public hearing should be directed to the Village's Director of Planning and Zoning, Ryan Raleigh, at 217-877-9445. All persons interested may appear and speak at the hearing.

6/11 #####



# Herald&Review

See Proof on Next Page

## AFFIDAVIT OF PUBLICATION

State of Pennsylvania, County of Lancaster, ss:

Casey Allen, 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 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

### PUBLICATION DATES:

Jun. 11, 2024

NOTICE ID: 55vyNs6BGSurCcL6HhY

PUBLISHER ID: COL-9000353

NOTICE NAME: Planning & Zoning June 27 Meeting

Publication Fee: 82.59

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

*Casey Allen*

(Signed) \_\_\_\_\_

### VERIFICATION

State of Pennsylvania  
County of Lancaster

Commonwealth of Pennsylvania - Notary Seal  
Nicole Burkholder, Notary Public  
Lancaster County  
My commission expires March 30, 2027  
Commission Number 1342120

Subscribed in my presence and sworn to before me on this: 06/11/2024

*Nicole Burkholder*

Notary Public

Notarized remotely online using communication technology via Proof.

# **NEW BUSINESS**

## **ITEM 2**

---

**THE VILLAGE OF FORSYTH**

MACON COUNTY, ILLINOIS

---

ORDINANCE  
NUMBER  
2024-15

---

**AN ORDINANCE APPROVING AN AMENDMENT TO THE VILLAGE'S ZONING MAP  
TO CHANGE THE ZONING AT 130 S. GRANT STREET FROM OT TO R-2**

---

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. 2024-15**

**AN ORDINANCE APPROVING AN AMENDMENT TO THE VILLAGE'S ZONING MAP TO CHANGE THE ZONING AT 130 S. GRANT STREET FROM OT TO R-2**

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

**WHEREAS**, a petition to amend the Zoning Map of the Village was filed by Stacey Wenskunas for the property with the common address of 130 Grant Street, Forsyth, IL and legally described as as Shaffers Addn to Village of Forsyth Lot 3 Blk 1 with PIN: 07-07-14-102-002 to change the zoning from Original Town (OT) to R-2 Multi-Family Residential to allow for a residential duplex to be constructed; and

**WHEREAS**, the Illinois Municipal Code allows for the amendment of the Village's Zoning Code and its districts; and

**WHEREAS**, the Village's Development Ordinance sets for the process for making amendments to the Village's Zoning Map; and

**WHEREAS**, a public hearing was noticed and duly held on June 27, 2024, before the Village Planning and Zoning Commission ("Commission") on the proposed zoning change; and

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

**WHEREAS**, at the hearing on June 27, 2024, the Commission voted (1-3) to deny the zoning change; 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 zoning change as set forth in

this Ordinance.

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

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

**Section 2.** Findings of Fact. The Village Board adopts the findings of fact of the Commission as set forth in the Commission's written Findings of Fact and Recommendation dated June 27, 2024, attached hereto as **Exhibit A**.

**Section 3.** Description of the Property. The Property has the common address of 130 Grant Street, Forsyth, IL and legally described as Shaffers Addn to Village of Forsyth Lot 3 Blk 1 with PIN: 07-07-14-102-002.

**Section 4.** Public Hearing. A public hearing was duly advertised in the Herald & Review and held by the Planning and Zoning Commission on June 27, 2024, at which time the Planning and Zoning Commission voted to recommend deny the zoning change.

**Section 5.** Approval of Map Amendment. The Village's Zoning Map shall be amended and the property described herein shall be changed from Original Town (OT) to R-2 Multi Family Residential.

**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 \_\_\_\_\_ 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**



**MAP AMENDMENT RECOMMENDATION & FINDINGS OF FACT**

**To:** Village of Forsyth Board of Trustees

**From:** Planning & Zoning Commission

**Re:** Recommendation for 130 S. Grant St.

**Date:** June 27, 2024

On June 27, 2024, the Planning and Zoning Commission (“Commission”) held a public hearing for a map amendment for the property located at 130 S. Grant St., Forsyth, Illinois, 62535. The notice of the public hearing was published in the Herald & Review on June 11, 2024. A copy of the certificate of publication is attached.

Stacey Wenskunas, is the owner of the property located at 130 S. Grant St., Forsyth, Illinois, and applied for a zoning map amendment to change the designated zoning from Original Town (OT) to R-2 Multi-Family Residential.

One patron came to the meeting to express that they did not feel that multi family housing is appropriate for the street. The Commission expressed concern that the area was designed for single family housing and thought that it wasn’t right for that street.

Based on the public hearing, the Commission voted to recommend denial of the map amendment to the Board of Trustees by a vote of 3 to 1. The Commission also made the following findings of fact:

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

---

Chairman, Planning & Zoning Commission




---

## MEMORANDUM

---

**To:** The Honorable President and Board of Trustees  
**From:** Ryan Raleigh, Director of Planning and Zoning  
**Date:** July 2, 2024  
**Subject:** Map Amendment for 130 S. Grant St. – Stacey Wenskunas

---

Stacey Wenskunas is asking for a map amendment for a lot in OT – Original Town to R-2 Multi-Family Residential for the property at 130 S. Grant St., Forsyth, IL 62535 and legally described as SHAFFERS ADDN TO VILLAGE OF FORSYTH LOT 3 BLK 1 80X150.

The lot is currently empty except for an old accessory structure in the back of the property. The property owner would like to have the property re-zoned to allow for the construction of a duplex home.

There is another duplex within two blocks of this lot.  
 Planning and Zoning denied this variance 1-3



# VILLAGE OF FORSYTH

301 S. Route 51  
Forsyth, IL 62535

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



## MAP AMENDMENT APPLICATION

OWNER: ☒

APPLICANT: ☐

Name:

Stacey Wenskunas

Address:

P.O. Box 406, Forsyth IL 62535

Phone Number:

217-519-3977

E-mail:

staceywenskunas@gmail.com

Property Address:

130 S. Grant St  
FORSYTH IL 62535

PIN #:

07-07-14-102-002

Legal Description of the Property:

Shaffers Addn to Village of Forsyth Lot 3  
B1K1 80x150

Current Zoning District:

Old Town Zoning (municipal)

Proposed Zoning District:

R-2 special use permit

Existing use of the property:

Empty lot w/ Block Building

Proposed use of the property:

Duplex - New Construction

\*Attach a location map showing the property lines, streets, and such items as the Zoning Official may require.

**Address the following items:**

1. How does the amendment relate to the Comprehensive Plan?:

N/A

2. How does the amendment promote the public health, safety, and general welfare?:

more tax revenue  
Increases population  
Curb Appeal

3. How does the amendment fulfill the standards set form in Section 9.11 F Standards (attached checklist):

There are several duplex's within walking distance and apartments.

\$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: Stacey Wonskunas Date: 06.03.24

**For office use only**

Date Received: 6-4-24

PZC Meeting Date: \_\_\_\_\_

Application Fee Paid: \$90.00

Board Meeting Date: \_\_\_\_\_

Approved (Y/N): \_\_\_\_\_

Ordinance # \_\_\_\_\_





# **NEW BUSINESS**

## **ITEM 3**

---

---

**MEMORANDUM**

---

**To:** The Honorable President and Board of Trustees  
**From:** Jill Applebee, Village Administrator  
**Date:** July 2, 2024  
**Subject:** Hotel/Motel Tax Fund Request For Funding

---

The following requests for funding have been received, copies of which accompany this memorandum. I have reviewed these requests and note the following:

1. Name of Event: Lake Decatur Fall Frenzy Bass Tournament  
Date(s) of Event: October 12-13  
Amount Approved for 2023: \$2,500  
Amount Requested For 2024: \$2,500
  
2. Name Of Event: Hydro Racing on Lake Decatur  
Date(s) Of Event: September 5-8  
New Event  
Amount Requested for 2024: \$5,000

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

**HOTEL/MOTEL TAX FUND  
REQUEST FOR FUNDING FORM  
VILLAGE OF FORSYTH, ILLINOIS**

Note: All items must be completed. Support materials may be provided but should not replace completing the items. Forms that are not completed in full or that do not provide the information requested will be returned to the applicant and not considered for funding. If you have any questions about how to complete the form or the information requested, please call Village Hall at 217-877-9445 for assistance.

**1. Name, date(s), and location of the event:**

Lake Decatur Fall Frenzy Bass Tournament  
October 12-13 (2024)  
Lake Decatur (Nelson Park Boat Ramp)

**2. Describe the event:**

This will be a two-day bass fishing tournament  
for high school students across the state (out of  
state schools are welcome). Participating boats  
will consist of two anglers and one adult boat  
captain. Plaques and prizes will be awarded for  
1<sup>st</sup>-3<sup>rd</sup> place (based on total weight) and "big bass" for each day.

**3. Is the event a new event or a repeat event?**

☐ New Event

☒ Repeat Event

If the event is a new event, is it expected to be a one-time activity or an ongoing, recurring activity?

☐ One-Time Activity

☒ Ongoing, Recurring Activity

**4. How many people do you expect to attend and/or participate in the event?**

The goal is 90 participants. Additional 60-100 at final weigh-in.



**HOTEL/MOTEL TAX FUND  
REQUEST FOR FUNDING FORM  
VILLAGE OF FORSYTH, ILLINOIS**

**5. Name of the organization sponsoring the event:**

Maroa-Forsyth H.S. Bass Team, City of Decatur, Decatur Visitors Bureau

**Describe the organization sponsoring the event:**

The Maroa-Forsyth H.S. Bass Team is a local school activity that has offered bass fishing for nearly 15 years for high school students. Our goal as a program is to enter our anglers in various competitions (tournaments) throughout the year in order to prepare kids for the IHSA state series. We also host numerous tournaments so other schools have opportunities to compete.

**Is the organization sponsoring the event a for-profit organization or a not-for-profit organization?**

☐ For-Profit Organization



Not-For-Profit Organization

**6. Name and contact information (address, telephone number, fax number, and e-mail address) of contact person:**

|                                 |                                   |
|---------------------------------|-----------------------------------|
| <u>Jason Doty</u>               | <u>Maroa-Forsyth H.S.</u>         |
| <u>5 W. Westway Dr</u>          | <u>610 W. Washington St.</u>      |
| <u>Decatur, IL 62522</u>        | <u>Maroa, IL 61756</u>            |
| <u>C# (217) 521-6645</u>        | <u>(217) 794-3463 (ext. 1101)</u> |
| <u>jason.doty@mfschools.net</u> |                                   |

**HOTEL/MOTEL TAX FUND  
REQUEST FOR FUNDING FORM  
VILLAGE OF FORSYTH, ILLINOIS**

7. Amount of funds requested (Note: The Village of Forsyth will normally contribute not more than \$5,000 for a single event.):

\$2,500

8. Estimated total cost of event (Note: The Village of Forsyth will normally contribute not more than 10% of the total cost of an event.):

\$4,500 - \$5,000

9. Describe how the requested funds will be used. Please be specific. (Note: Funding is intended to primarily assist with advertising, marketing, and promotional expenses.)

Use of funds: Plaques for winning teams (top 3 places & big bass)  
Raffle prizes for student anglers and boat captains  
Complimentary dinner/banquet (Sat. night) for 90-120 people  
Registration gift packets  
DCC and Resort - banquet hall reservation for Sat. night

10. Provide an actual or estimated number of room nights (one hotel/motel room occupied for one night) that the event produced last year, if applicable, in hotels/motels located within the Village of Forsyth.

Not sure if teams stayed in hotels within The Village of Forsyth  
last year.

Provide an estimate of the number of room nights (one hotel/motel room occupied for one night) that the event is expected to produce this year in hotels/motels located within the Village of Forsyth.

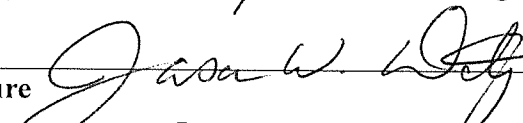
Some teams would possibly stay 2 nights (Friday and Saturday).  
Others may only stay 1 night (Saturday).

**HOTEL/MOTEL TAX FUND  
REQUEST FOR FUNDING FORM  
VILLAGE OF FORSYTH, ILLINOIS**

11. Describe how the event is expected to promote tourism within the Village of Forsyth or how the event is expected to attract overnight visitors to the Village of Forsyth. Describe how contributing to this event will benefit the Village of Forsyth. Please be specific.

We hope to build this annual event so that teams from farther distances want to participate. High school bass fishing is a sport that usually brings family and friends to the area in order to support the youth anglers. Forsyth provides unique opportunities for shopping, dining, and overnight stays. This event also benefits and recognizes the Maroa-Forsyth school district and the bass team.

Signature

  
Jason W. Doty

Name (Print Or Type)

Maroa-Forsyth Bass Fishing Coach

Title (Print Or Type)

June 25, 2024

Date

Submit the completed and signed form to:

Village of Forsyth  
ATTN: Hotel/Motel Tax Fund Request For Funding  
301 South Route 51  
Forsyth, IL 62535



Village of Forsyth  
301 South Route 51  
Forsyth, IL. 62535  
(217) 877 – 9445  
[www.forsyth-il.gov](http://www.forsyth-il.gov)

To Whom It May Concern,

RE: Hotel/Motel Tax Funding Request

**Please be advised the Village of Forsyth has amended the policy on the distribution of Hotel/Motel Tax Funding and the request form. Please carefully review the Policy to help guide you through the process.**

- (1) Distribution of the hotel/motel tax pursuant hereto is intended to offset the costs of conducting events in order to promote tourism and conventions within the Village and to otherwise attract nonresident overnight visitors to the Village.
- (2) Any entity or individual seeking a distribution of the hotel/motel tax shall submit a written application for funding using forms provided by the Village. Applications for funding made in any other manner shall not be accepted or considered.
- (3) **Applications for funding shall be accepted in the months of January and July of each year. Applications for funding submitted at any other time shall not be accepted or considered.**
- (4) Applications for funding must be properly completed and executed and must include all requested information and materials in order to be considered.
- (5) Only one (1) application for funding shall be considered for any event in a fiscal year. Applications for funding that are denied or rejected for any reason shall not be reconsidered. Applications for funding for subsequent events may be considered in subsequent fiscal years.
- (6) Applications for funding for events which have previously received funding shall not request more than 110% of the amount most recently awarded for such event.
- (7) The Village reserves the right to limit the number of applicants receiving funding and the amount of funding awarded based on the quantity of applications for funding submitted and the amount of funds available.
- (8) Funding is intended to primarily assist with advertising, marketing, and promotional expenses; however, other expenses related to a specific event may be considered on a case-by-case basis.



Village of Forsyth  
301 South Route 51  
Forsyth, IL. 62535  
(217) 877 – 9445  
[www.forsyth-il.gov](http://www.forsyth-il.gov)

- 
- (9) No applicant shall receive more than \$5,000.00 for an event or 10% of the total cost of the event, whichever is less.
  - (10) No applicant shall receive more than \$10,000.00 per fiscal year.
  - (11) The Board of Trustees shall set the total amount of funds that may be disbursed annually as part of the annual budget process. The Board of Trustees is in no way obligated to budget any amount of money to be disbursed. The amount budgeted to be disbursed may be amended at any time by the Board of Trustees at its sole discretion.
  - (12) The following shall be excluded from the provisions of this policy:
    - (a) Contributions for events initiated by the Village.
    - (b) Contributions for the Decatur-Forsyth Classic.
  - (13) Exceptions to these provisions shall require approval by a vote of five (5) members of the Board of Trustees, including the Mayor.

The Village Board of Trustees will review the Funding Request forms but will not ask applicants to make a presentation or to speak unless called upon by the Mayor (if present). Applicants are always welcome to attend the Village Board meeting when the Funding Request Forms are being discussed but it's not required. Once the process has been completed, all requestors will be notified with a letter by Village of Forsyth Staff.

Thank you.

VILLAGE OF FORSYTH



**HOTEL/MOTEL TAX FUND  
REQUEST FOR FUNDING FORM  
VILLAGE OF FORSYTH, ILLINOIS**

Note: All items must be completed. Support materials may be provided but should not replace completing the items. Forms that are not completed in full or that do not provide the information requested will be returned to the applicant and not considered for funding. If you have any questions about how to complete the form or the information requested, please call Village Hall at 217-877-9445 for assistance.

**Name, date(s), and location of the event:**

Decatur Dash – "Hydro Racing on Lake Decatur"  
September 5-8, 2024  
Lake Decatur

**1. Describe the event:**

Decatur Dash is a family fun event with hydro boat racing on Lake Decatur, racing from 10am – 5pm. There will be food trucks and arts and craft vendors for spectators to enjoy during the race. The National Boat Racing Association and US Title Series put on these races with kneel down hydroplanes and runabout boats. These 10' to 13' long race boats racing range from 15 to 100 horsepower and propel these small boats to speeds that range from 50 to 100 mph depending on the class. With up to 12 boats on the water in a given heat, the drivers fly around the oval course side by side for 3 laps putting their equipment and driving ability to the test against the other competitors. The Decatur Area Convention & Visitor's Bureau, City of Decatur and the Decatur Park District are all involved in the planning process and hope to continue for years to come.

**Is the event a new event or a repeat event?**

  X   New Event                           Repeat Event

**If the event is a new event, is it expected to be a one-time activity or an ongoing, recurring activity?**

     One-Time Activity                        X   Ongoing, Recurring Activity

**HOTEL/MOTEL TAX FUND  
REQUEST FOR FUNDING FORM  
VILLAGE OF FORSYTH, ILLINOIS**

**2. How many people do you expect to attend and/or participate in the event?**

Estimated 1000-3000

**3. Name of the organization sponsoring the event:**

Decatur Area CVB, City of Decatur and the Decatur Park District

**Describe the organization sponsoring the event:**

Decatur Area CVB – providing sponsorship and working closely with the racers and all involved making sure all the logistics are covered.

City of Decatur – providing sponsorship helping with the planning process making sure security and safety is all covered during the race on and off the water.

Decatur Park District – providing services with workers and volunteers as well as logistics on layout around the marina.

**Is the organization sponsoring the event a for-profit organization or a not-for-profit organization?**

☐ For-Profit Organization      ☒ Not-For-Profit Organization

**6. Name and contact information (address, telephone number, fax number, and e-mail address) of contact person:**

Decatur Area Convention & Visitors Bureau

Jessica Milligan – Director of Meetings, Sports & Events

217-423-7000 [Jessica@Decaturcvb.com](mailto:Jessica@Decaturcvb.com)

202 E North Street, Decatur, IL 62523

**7. Amount of funds requested (Note: The Village of Forsyth will normally contribute not more than \$5,000 for a single event.):**

We are requesting \$5,000 to help offset the costs with the race but we will happily take whatever you are willing to Sponsor.

**8. Estimated total cost of event (Note: The Village of Forsyth will normally contribute not more than 10% of the total cost of an event.):**



**HOTEL/MOTEL TAX FUND  
REQUEST FOR FUNDING FORM  
VILLAGE OF FORSYTH, ILLINOIS**

Estimated \$35,000 - \$45,000

- 9. Describe how the requested funds will be used. Please be specific. (Note: Funding is intended to primarily assist with advertising, marketing, and promotional expenses.)**

Please see the working budget attached. There are still numbers that need to be filled out as well as in-kind sponsorship is still being worked out.

- 10. Provide an actual or estimated number of room nights (one hotel/motel room occupied for one night) that the event produced last year, if applicable, in hotels/motels located within the Village of Forsyth.**

Racers will stay in the Forsyth hotels and have room blocks set up with Hampton Inn, Baymont Inn, & Quality Inn – first year event we do not have exact numbers to report yet.

**Provide an estimate of the number of room nights (one hotel/motel room occupied for one night) that the event is expected to produce this year in hotels/motels located within the Village of Forsyth.**

First year event we do not have exact numbers to report yet. Estimates: 100 or more room nights to include racers, spectators, and racing staff. Currently have 144 rooms blocked at listed hotels.

- 11. Describe how the event is expected to promote tourism within the Village of Forsyth or how the event is expected to attract overnight visitors to the Village of Forsyth. Describe how contributing to this event will benefit the Village of Forsyth. Please be specific.**

The National Boat Racing Association and US Title Series travel all over the country to put on these events. This first year's event is expected to have racers attending, including friends & family and their spectator following they possess and will be promoted in their marketing structure. This event will build economic impact to the Village of



**HOTEL/MOTEL TAX FUND  
REQUEST FOR FUNDING FORM  
VILLAGE OF FORSYTH, ILLINOIS**

Forsyth by the use of local hotels, restaurants, and gas stations, also great way to support the community with a fun family event. If sponsorship is approved, the Village of Forsyth name and logo will be represented in the Decatur Dash Boat Race marketing promotions as well.

  
\_\_\_\_\_  
**Signature**

Jessica Milligan  
**Name (Print Or Type)**

Decatur Area CVB - Director of Meetings, Sports & Events - Event Coordinator  
**Title (Print Or Type)**

May 17, 2024  
**Date**

Submit the completed and signed form to:

Village of Forsyth  
ATTN: Hotel/Motel Tax Fund Request For Funding  
301 South Route 51  
Forsyth, IL 62535

|  |                                                              |                        |                      |                  |
|--|--------------------------------------------------------------|------------------------|----------------------|------------------|
|  | <b>Decatur Dash - "Hydro Racing on Lake Decatur"</b>         |                        |                      |                  |
|  | <b>NBRA &amp; USTS Races</b>                                 |                        |                      |                  |
|  | <b>Working Budget</b>                                        |                        |                      |                  |
|  | <b>September 5 - 8, 2024</b>                                 |                        |                      |                  |
|  |                                                              |                        |                      |                  |
|  |                                                              | <b><u>Estimate</u></b> | <b><u>Actual</u></b> |                  |
|  | <b>Decatur Area CVB</b>                                      | \$10,000.00            | \$10,000.00          | Plus In-kind     |
|  | <b>City of Decatur</b>                                       | \$5,000.00             |                      |                  |
|  | <b>Decatur Park District</b>                                 |                        |                      |                  |
|  | <b>Soda &amp; Beer Sales</b>                                 |                        |                      |                  |
|  | <b>Art Vendors - 10</b>                                      | \$250.00               | \$150.00             | Deposit          |
|  | <b>Food Trucks - 3-5</b>                                     | \$250.00               | \$200.00             | Deposit          |
|  | <b>Decatur Mattress</b>                                      | \$1,000.00             |                      | Division Sponsor |
|  |                                                              | <b>\$16,500.00</b>     | <b>\$10,350.00</b>   |                  |
|  |                                                              |                        |                      |                  |
|  |                                                              | <b><u>Estimate</u></b> | <b><u>Actual</u></b> |                  |
|  | <b>Advertising in Visitors Guide</b>                         | \$1,750.00             |                      |                  |
|  | <b>Cromwell Advertistng</b>                                  | \$9,132.00             |                      |                  |
|  | <b>Decatur Magazine</b>                                      | \$1,750.00             |                      |                  |
|  | <b>WAND</b>                                                  |                        |                      |                  |
|  | <b>Neohoff with Shylar</b>                                   | \$300.00               |                      |                  |
|  | <b>Fire Department Dive Team</b>                             |                        |                      |                  |
|  | <b>Lake Patrol Services</b>                                  | \$1,430.00             |                      |                  |
|  | <b>Day Security</b>                                          |                        |                      |                  |
|  | <b>Night Security</b>                                        |                        |                      |                  |
|  | <b>Barricades</b>                                            | \$0.00                 |                      |                  |
|  | <b>Beer Product</b>                                          | \$1,500.00             |                      |                  |
|  | <b>Soda Product</b>                                          | \$1,000.00             |                      |                  |
|  | <b>Workers - Parking &amp; Serving Beer &amp; Soda (6-7)</b> | \$2,000.00             |                      |                  |
|  | <b>Picnic Tables</b>                                         | \$200.00               |                      |                  |
|  | <b>Dumpster</b>                                              | \$700.00               |                      |                  |
|  | <b>Ambulance- BLS \$200 per hour/\$1200 per day</b>          | \$3,600.00             |                      |                  |
|  | <b>Banner - Estimate</b>                                     | \$350.00               |                      |                  |
|  | <b>Electricity</b>                                           | \$3,000.00             |                      |                  |
|  | <b>Tow Purse</b>                                             | \$7,000.00             |                      |                  |
|  | <b>Porta Potty (10) w/ 2 Hand Washing</b>                    | \$2,380.00             |                      |                  |
|  |                                                              | <b>\$36,092.00</b>     | <b>\$0.00</b>        |                  |
|  |                                                              |                        |                      |                  |
|  |                                                              |                        |                      |                  |
|  | <b>as of 5.10.2024</b>                                       |                        |                      |                  |

# **NEW BUSINESS**

## **ITEM 4**

# MEMORANDUM



**To:** Village of Forsyth Mayor and Board of Trustees  
**From:** Jeremy Buening, P.E., S.E.  
**Date:** July 2, 2024  
**cc:** Ms. Jill Applebee, Village Administrator  
 Mr. Darin Fowler, Public Works Director  
**Re:** Forsyth Family Sports and Nature Park Tile Relocation

---

Honorable Mayor and Trustees,

The Family Sports and Nature construction is coming along. And, as suspected, an old 8" clay field tile was discovered on site, below the location of the pond. A contingency amount of \$100,000 was included in the construction costs in the event a tile was found. Unfortunately, there are no maps showing the location of the tiles on the Village's property, nor on the neighboring properties to the east. The properties to the east drain to the west, cross somewhere under Oakland Avenue, and continue across the Village's property and outlet at Stevens Creek. After conversations with Staff, we have prepared two (2) options for the Board to consider and have asked the contractor to price each option.

**Option 1:** Reroute the existing 8" tile around the south side of the pond as shown. This will be designed to avoid conflict with proposed future development (pavilion, splash pad, playground, etc.). Ultimately, because the tile was already broken in at least one location on the Village's property, we believe replacing this tile with new will inevitably improve conditions for the drainage area.

**Option 2:** Upsize (in blue on the PDF) the existing 8" tile to a 12" tile and reroute around the south side of the pond, similar to Option 1. In addition, the 12" tile would also have to be extended:

- to the creek on the west side of the property: an additional +/- 275', with an end section and rip rap outlet
- to the east property line (west right-of-way line of Oakland Ave): an additional +/- 470' (assuming straight line projection) and place a 4' manhole at the property line.

Thank you for your consideration in this matter. If you have any questions or concerns, please feel free to contact me or Stephanie anytime.



[www.beyerscci.com](http://www.beyerscci.com)

## Quotation

### **Beyers Construction Co., Inc.**

P.O. Box 260  
 Pana, IL 62557  
 Phone: 217/562-4112  
 Project: Forsyth FS and N Park – Phase 1

### **Village of Forsyth**

Date: 6-27-24  
 Fax No. 217/562-4213

#### Field Tile Reroute – Option 1

Includes:

- Furnish and Install 8" SDR 26 PVC in depths greater than 8'
- Furnish and Install 8" HDPE in depths less than 8'
- Furnish and Install 4 – 4' Diameter Manholes w/ Ty 1 frames and lids
- Furnish and Install required trench backfill under sidewalks

**Field Tile Reroute – Option 1 .....Lump Sum.....\$184,200.00**

#### Field Tile Reroute – Option 2

Includes:

- Furnish and Install 12" SDR 26 PVC in depths greater than 8'
- Furnish and Install 12" HDPE in depths less than 8'
- Furnish and Install 5 – 4' Diameter Manholes w/ Ty 1 frames and lids
- Furnish and Install required trench backfill under sidewalks

**Field Tile Reroute – Option 2 .....Lump Sum.....\$295,600.00**

Thank you,  
 Jeff Beyers 217 825-5793  
 Beyers Construction Co., Inc.











# **NEW BUSINESS**

## **ITEM 5**

---

---

**MEMORANDUM**

---

**To:** The Honorable President and Board of Trustees  
**From:** Jill Applebee, Village Administrator  
**Date:** July 2, 2024  
**Subject:** Annexation into the Sanitary District

---

Past history shows in Prairie Winds that we, the Village, have paid the cost to annex the property into the Macon County Sanitary District. In your packet, you will find the memo from the County from the last time we did this.

We need to decide if we will pay for only the 12 acres for Crawfords at this time or the whole 117.35.

*Prairie Winds is 130.02 total acres. Sullivan Development is 21.58.*

The cost is \$1,280 per acre.

Crawfords only (12 acres): \$15,360

Remainder of Prairie Winds without Crawfords (105.35 acres): \$134,848

Remainder of Prairie Winds, including Crawfords (117.35 acres) \$150,208

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

# PETITION FOR ANNEXATION TO THE SANITARY DISTRICT

## VACANT

### LEGAL DESCRIPTION OF PROPERTY

Section 17, Township 14, Range 2E. Prairie Winds Lot 1.

Commonly Known as  
**“East Shafer Street, FORSYTH, IL 62535”**

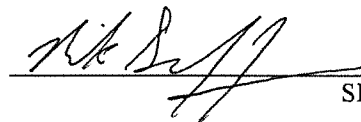
The undersigned petitioners request the annexation of the above described real estate and submit herewith payment of the Sanitary District's annexation fee in the amount of **\$15,047.40**. The annexation boundary extent shall include the retention basins that occupy the eastern 5.20 acres of the described property but will be subject to an additional annexation fee of **\$4,836.00** for 5.20 acres if that land is ever developed in the future.

### THE UNDERSIGNED UNDER OATH STATE(S) AS FOLLOWS

1. That the lands described above, together with public streets and highways adjacent thereto, are contiguous to the present boundaries of the District and are not within the boundaries of any other sanitary district.
2. That the undersigned are all the legal title owners of record of said real estate and are all the electors residing thereon.
3. That the plat attached correctly shows the land sought to be annexed.

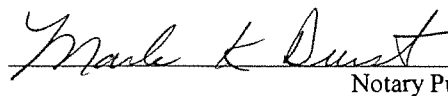
| LOT # | NAME               | ADDRESS                              | TELEPHONE    |
|-------|--------------------|--------------------------------------|--------------|
| -     | VILLAGE OF FORSYTH | 301 SOUTH ROUTE 51~FORSYTH, IL 62535 | 217-877-9445 |
|       |                    |                                      |              |
|       |                    |                                      |              |
|       |                    |                                      |              |

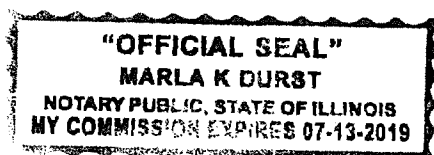
DATED THIS 18 OF December, 2018

  
 SIGNATURE

SIGNATURE

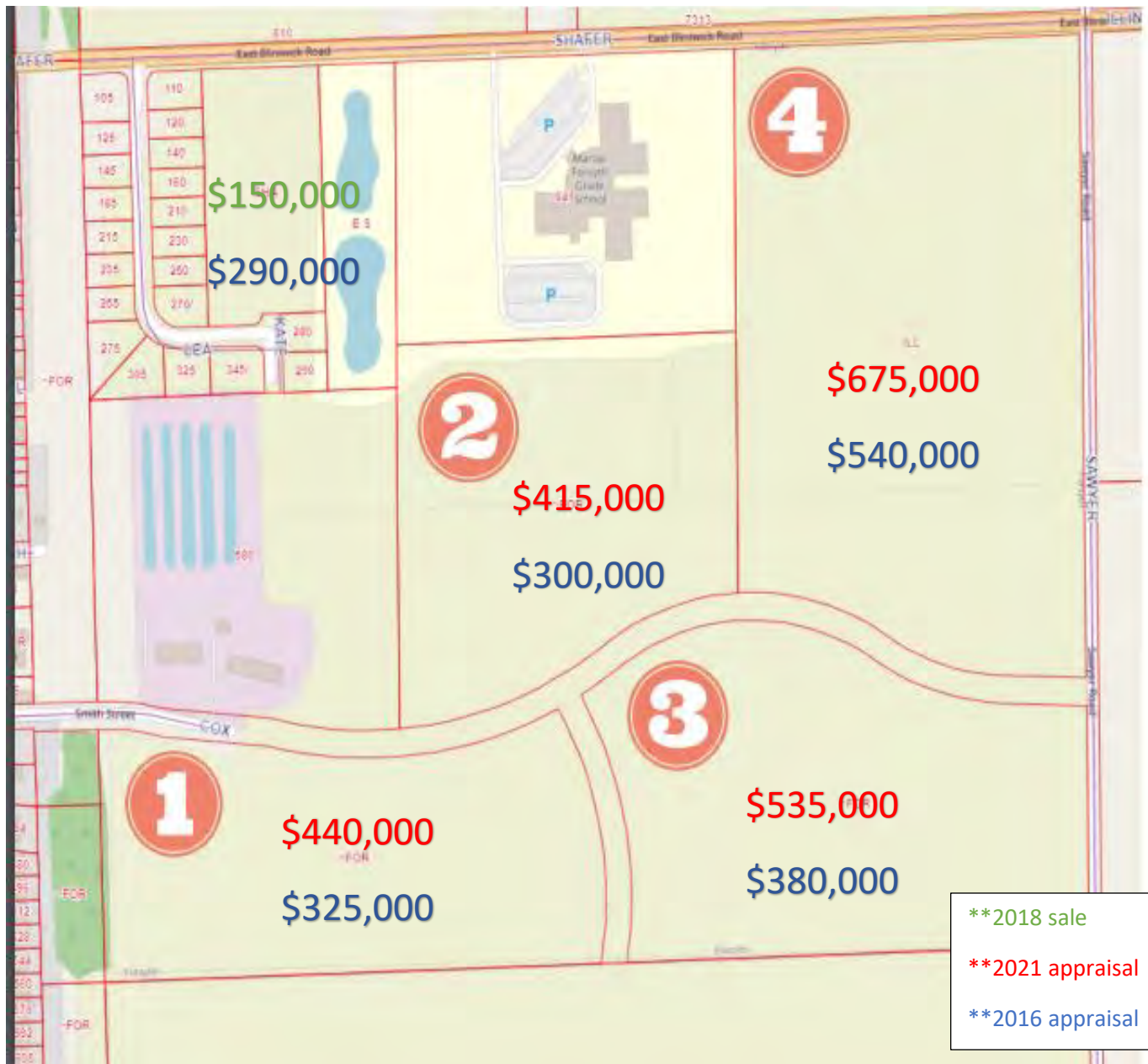
Subscribed and sworn to, before me, this 18 day of December, 2018

  
 Notary Public





# Prairie Winds Appraisal Comparison 2016 vs 2021





|                                    | Acres         | 2016 Appraisal        | Price Per Acre         | Sold 2018    | Price Per Acre | 2021 Appraisal        | Price Per Acre         | 2023 Appraisal | Price Per Acre | 80% per acre                      | Total price for lot at 80% | 2016-2021 increase per acre | 2016-2021 percent increase | 2021-2023 increase per acre | 2021-2023 percent increase | 2016-2023 percent increase |
|------------------------------------|---------------|-----------------------|------------------------|--------------|----------------|-----------------------|------------------------|----------------|----------------|-----------------------------------|----------------------------|-----------------------------|----------------------------|-----------------------------|----------------------------|----------------------------|
| Prairie Winds/Sullivan Development | 21.58         | \$290,000.00          | \$13,438.37            | \$150,000.00 | \$6,950.88     | \$440,000.00          | \$18,884.12            | \$ 520,000.00  | \$ 22,317.60   | \$ 17,854.08                      | \$ 416,000.06              | \$4,935.62                  | 35%                        | \$ 3,433.48                 | 18%                        |                            |
| Lot 1                              | 23.3          | \$325,000.00          | \$13,948.50            |              |                | \$415,000.00          | \$18,306.13            | \$ 490,000.00  | \$ 21,614.47   | \$ 17,291.57                      | \$5,072.78                 | \$5,072.78                  | 38%                        | \$ 3,308.34                 | 18%                        | 60%                        |
| Lot 2                              | 22.67         | \$300,000.00          | \$13,233.35            |              |                | \$535,000.00          | \$18,234.49            | \$ 635,000.00  | \$ 21,642.81   | \$ 17,314.25                      | \$ 508,000.09              | \$5,282.89                  | 41%                        | \$ 3,408.32                 | 19%                        | 63%                        |
| Lot 3                              | 29.34         | \$380,000.00          | \$12,951.60            |              |                | \$675,000.00          | \$16,056.14            | \$ 775,000.00  | \$ 18,434.82   | \$ 14,747.86                      | \$ 620,000.03              | \$3,211.23                  | 25%                        | \$ 2,378.69                 | 15%                        | 67%                        |
| Lot 4                              | 42.04         | \$540,000.00          | \$12,844.91            |              |                |                       |                        |                |                |                                   |                            |                             |                            |                             |                            | 44%                        |
| <b>Total for 2021</b>              | <b>117.35</b> | <b>\$1,835,000.00</b> | <b>\$13,283.35 avg</b> |              |                | <b>\$2,065,000.00</b> | <b>\$17,870.22 avg</b> |                |                | <b>Total Deal \$ 1,544,000.18</b> |                            |                             |                            |                             |                            |                            |

\*Includes 1 extra lot

2016 Appraisal Done By Joseph Webster with Webster & Associates, INC for \$1,750  
2021 Appraisal Done Jeremy Crouch with Heartland Ag Group Ltd. For \$1,000  
2023 Appraisal Done Jeremy Crouch with Heartland Ag Group Ltd. For \$1,200

\*resolution for sale less than 80% value