

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, ILLINOIS
6:30 P.M.
TUESDAY, MARCH 1, 2022
VILLAGE HALL, 301 SOUTH ROUTE 51, FORSYTH, ILLINOIS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF FEBRUARY 15, 2022
2. APPROVAL OF WARRANTS

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

ADMINISTRATION REPORTS

1. LAW ENFORCEMENT REPORT
2. VILLAGE STAFF REPORTS

OLD BUSINESS

1. DISCUSSION AND POTENTIAL ACTION REGARDING VILLAGE WATER AND SEWER RATE STUDY OPTIONS (VILLAGE ADMINISTRATOR JILL APPLEBEE)

NEW BUSINESS

1. ORDINANCE NUMBER 2022-2 AN ORDINANCE APPROVING A LETTER OF ENGAGEMENT FOR ENGAGING AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR (VILLAGE ATTORNEY GREG MOREDOCK)
2. RESOLUTION NUMBER 5-2022 A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE SHARING OF CERTAIN COSTS RELATED TO IMPROVEMENT OF PORTIONS OF VARIOUS PUBLIC HIGHWAYS IN MACON COUNTY, ILLINOIS, BETWEEN THE CITY OF DECATUR, VILLAGE OF FORSYTH, VILLAGE OF MOUNT ZION, VILLAGE OF LONG CREEK, HICKORY POINT TOWNSHIP, LONG CREEK TOWNSHIP, HARRISTOWN TOWNSHIP, AND THE COUNTY OF MACON, ILLINOIS (VILLAGE ATTORNEY GREG MOREDOCK)
3. DISCUSSION AND POTENTIAL ACTION REGARDING CHASTAIN CONTRACT FOR 2022 PCC WORK PROJECT DESIGN SERVICES (VILLAGE ENGINEER KEVIN MYERS)

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

5 ILCS 120/2(c)(6): The setting of a price for sale or lease of property owned by the public body.

5 ILCS 120/2(c)(11): Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSION

ADJOURNMENT

Join Zoom Meeting

<https://zoom.us/j/92604112538?pwd=UzAxZnhOU5wYm5YZ2FUdThQalBiQT09>

Meeting ID: 926 0411 2538

Passcode: 322683

One tap mobile

+13126266799,,92604112538#,,, *322683# US (Chicago)

Meeting ID: 926 0411 2538

Passcode: 322683

CONSENT AGENDA

ITEM 1

**MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF FORSYTH, ILLINOIS,
HELD AT 6:30 P.M. ON TUESDAY, FEBRUARY 15, 2022
AT FORSYTH VILLAGE HALL**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Absent: Trustee Bob Gruenewald

Staff Present:

Village Administrator Jill Applebee, Community and Economic Development Coordinator (CEDC) Jake Smith, Village Treasurer Rhonda Stewart, Village Clerk Cheryl Marty, Village Attorney Greg Moredock, Village Library Director Steven Ward, Village Public Works Director Darin Fowler, Public Works employee Kevin McCullough

Others Present: Village Engineer representative Stephanie Brown

CONSENT AGENDA

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF FEBRUARY 1, 2022
2. APPROVAL OF WARRANTS
3. APPROVAL OF TREASURER'S REPORT FOR THE MONTH OF JANUARY 2022

MOTION

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

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

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

Motion declared carried.

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

None.

ADMINISTRATION REPORTS

1. Law Enforcement Report
No Deputy present.

2. Village Staff Reports
CEDC Smith said the job fair went extremely well with an estimated 200 attendees. Many attendees and participants requested the Village to hold it again. Mayor Peck said it was very well done and said kudos to Jake Smith and the staff. Trustee Wendt said the H & R had nice coverage of it as well.

Mayor Peck was curious about the schedule for Well 7 being moved to this fall. Stephanie Brown of Chastain & Associates said they asked the EPA for an extension due to staff having Covid and other timing reasons.

Trustee Wendt had received some comments and photos showing black smoke from the cremation business. They did receive our letter from Village Attorney Moredock. Mayor Peck and Administrator Applebee are scheduled to meet with them next week to discuss the photos and what was previously agreed upon with them before they opened their business.

Administrator Applebee gave a shout out to Public Works Director Fowler and his entire staff for their efficient snow removal efforts. There have been many positive comments on social media.

OLD BUSINESS

None.

NEW BUSINESS

1. ORDINANCE NUMBER 2022-1 AN ORDINANCE AMENDING THE VILLAGE CODE TO PROVIDE PARKING PROHIBITIONS DURING SNOW EMERGENCIES (ADMINISTRATOR JILL APPLEBEE)

Administrator Applebee explained snow emergency parking and how it was handled during the last snow storm. An ordinance is needed so it can be enforced. Discussion was held regarding the potential need for signage and what wording would be appropriate. They

reviewed all the communication channels that are currently used and were satisfied with those choices being effective. Finally, all Trustees agreed to the current Ordinance wording with the change removing the signage requirement and agree they can adjust accordingly in the future if need be.

MOTION

Trustee Wendt made a Motion to approve the Ordinance with the change removing the signage requirement and subject to review the next time a snow event occurs and Trustee Young seconded the Motion.

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

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

2. RESOLUTION NUMBER 5-2022 A RESOLUTION APPROVING MASTER AGREEMENT WITH CHASTAIN & ASSOCIATES (VILLAGE ATTORNEY GREG MOREDOCK)

Village Attorney Moredock explained this resolution approves the terms and conditions only of the master agreement with Chastain & Associates and said there are no major changes. Our current agreement was adopted in 2017 and is reviewable every five (5) years. Either party can get out of the agreement with 15-day notice. Mayor Peck mentioned it would be ok to table this for a couple of months until Trustee Gruenewald returns but asked for Board discussion.

Stephanie Brown of Chastain & Associates clarified that this is not the actual agreement, as the end date on the main contract is just ongoing, and that this is simply their terms and conditions at the end of each contract we enter into with them. This saves Village Attorney Moredock time (and our cost) so he doesn't have to review the entire contract each time we enter into a new project contract. There is no end date on master contract which is just ongoing. Trustee Wendt confirmed that this resolution is for the master agreement terms and conditions only so that way each project is a short form contract. Mayor Peck said that made more sense and that he didn't understand it that way and felt it would be OK to move forward with approval and asked for Board input. The Board agreed.

(Zoom call failed at this point)

MOTION

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

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

Yeas: 5 – Wendt, Johnson, Young, Shaw, London

Nays: 0 – None

Absent: 1 – Gruenewald

3. RESOLUTION NUMBER 6-2022 A RESOLUTION APPROVING AN EXCLUSIVITY AGREEMENT WITH BLUEROCK EVENT SOLUTIONS (VILLAGE ATTORNEY GREG MOREDOCK)

Village Attorney Moredock explained that the Village has utilized them for event rental in the past and has been totally satisfied with their services. BlueRock Event Solutions has offered reduced pricing in exchange for a 3-year exclusivity agreement. If we agree we would be committed to go to them first for any rental products that they offer for our needs for a period of three (3) years then we would receive a discount on the price. If they can't provide the items we need we are free to shop elsewhere, or if they would happen to have a fire and not have what we need, we would be free to go elsewhere. Village staff has worked with them for a long time and has had success with this local vendor.

Trustee Shaw shared that he is friends with the owner of this company and asked Village Attorney Moredock if he needed to abstain from voting. Attorney Moredock replied that if he feels like he can be impartial then you are allowed to vote, otherwise it would be proper to recuse yourself.

MOTION

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

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

Yeas: 4 – Wendt, Johnson, Young, London

Nays: 0 – None

Absent: 1 – Gruenewald

Abstained: 1 - Shaw

4. DISCUSSION AND POTENTIAL ACTION REGARDING LIBRARY COMMISSION APPOINTMENT (VILLAGE LIBRARY DIRECTOR STEVEN WARD)

Library Director Steven Ward explained the situation with a Library Commissioner stepping down suddenly and the difficulty in replacing this person. He has met with a resident who has strong interest in the position, and he recommends approving her.

Mayor Peck said his wife is highly interested in that position due to her love of the library. Mayor Peck spoke with Village Attorney Moredock to ensure there is no conflict of interest or monetary gain (there is no pay associated with this position) and went on to explain how much she loves the library. She works three (3) days a week at Decatur Memorial Hospital and makes the work schedule so she is readily available for meetings. Mayor Peck asked for Board input and a brief discussion followed.

MOTION

Trustee Johnson made a Motion to approve this appointment as presented and Trustee Young seconded the Motion.

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

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

5. DISCUSSION AND POTENTIAL ACTION REGARDING HOTEL-MOTEL TAX FUNDING REQUESTS (ADMINISTRATOR JILL APPLEBEE)

Administrator Applebee shared the details of the funding requests from Midstate Cup Soccer Tournament and the Annual Shoreline Classic and she recommended approval to the Board. After a brief discussion, Board members agreed.

MOTION

Trustee Wendt made a Motion to approve the two (2) hotel-motel tax funding requests as presented and Trustee Shaw seconded the Motion.

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

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

6. DISCUSSION AND POTENTIAL ACTION REGARDING VILLAGE WATER AND SEWER RATES (VILLAGE ADMINISTRATOR APPLEBEE)

Administrator Applebee said this is a discussion about whether to do a rate study and asked for direction from the Board. The last rate study was done in 2010 and minimal change made to the rates. In 2010-2015 a vendor did a study for free. In 2017 the same vendor did another free one but they did not take into consideration any capital projects. Mayor Peck

reminded the Board that we are spending more money than we are taking in and that we need to be fiscally responsible.

Trustee Wendt asked if the water agreement with the Village of Oreana allows for a rate increase. Village Treasurer Stewart said if we raise Forsyth rates we can raise theirs, but we can not only raise Oreana rates and not Forsyth rates. Trustee Wendt is in favor of getting a study to use as backup information for a Board decision. Discussion continued about what type of information a professional firm would provide the Village. Village Treasurer Stewart's concern is that it should be a professional experienced firm who would take future capital projects into consideration within the study. Chastain & Associates is going to provide the Village with a quote. Trustee Shaw said perhaps doing our own study and creating a trend line might be as helpful as information from a professional firm. After further discussion all agreed for Administrator Applebee to search for a professional firm and obtain some information from them for the Board to consider.

MOTION

Trustee Wendt made a motion to move to Closed Session and Trustee Johnson seconded the motion.

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

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

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

5 ILCS 120/2(c)(6): The setting of a price for sale or lease of property owned by the public body.

5 ILCS 120/2(c)(11): Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSION

ADJOURNMENT

Trustee Wendt made the Motion to adjourn and Trustee Shaw seconded the Motion. All Board members agreed by voice vote, and the meeting was adjourned at 7:40 P.M.

By: Cheryl Marty
Village Clerk

CONSENT AGENDA

ITEM 2

SYS DATE:02/17/22

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 951
Friday December 31,2021

SYS TIME:10:40
[NW1]

Page 11 of 56

DATE: 12/31/21

PAGE 1

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
01 JACOB & KLEIN, LTD. 123121	18-00-549	4TH QTR 2021 TIF CONSULTANTS	782.95	782.95
01 THE ECONOMIC DEVELOPMENT GROUP 123121	18-00-549	4TH QTR 2021 TIF CONSULTANTS	5658.99	5658.99
** TOTAL CHECKS TO BE ISSUED			6441.94	

SYS DATE:02/17/22

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 951
Friday December 31,2021

SYS TIME:10:40
[NW1]

DATE: 12/31/21

PAGE 2

Page 12 of 56

FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
TIF DISTRICT FUND			6441.94	
*** GRAND TOTAL ***			6441.94	
TOTAL FOR REGULAR CHECKS:			6,441.94	

SYS DATE:02/17/22

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 952SYS TIME:10:59
[NW1]

Page 13 of 56

DATE: 02/22/22

Tuesday February 22,2022

PAGE 1

PAYABLE TO			AMOUNT	
INV NO	G/L NUMBER	DESCRIPTION		DISTR
=====				
01 CORN BELT ENERGY CORPORATION			1654.43	
021822	51-00-571	WELL 6 UTILITIES		1654.43
01 VERIZON WIRELESS			219.53	
9898783097	01-41-552	CELL SERVICES FOR IPAD		36.01
9898783097	51-00-552	CELL PHONE SERVICES PW DIRECTOR		42.15
9898783097	51-00-552	CELL SERVICES FOR WELL 6		36.03
9898783097	51-00-552	CELL SERVICES FOR WTR PLANT		36.03
9898783097	52-00-552	CELL PHONE SERVICE FOR BLDG INSP		49.23
9898783097	52-00-552	CELL SERVICES FOR BEAVER CRK LIFT		20.08
** TOTAL CHECKS TO BE ISSUED			1873.96	

SYS DATE:02/17/22

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 952

SYS TIME:10:59
[NW1]

DATE: 02/22/22

Tuesday February 22,2022

PAGE 2

Page 14 of 56

FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
GENERAL FUND			36.01	
WATER OPERATIONS			1768.64	
SEWER OPERATIONS			69.31	
*** GRAND TOTAL ***			1873.96	
TOTAL FOR REGULAR CHECKS:			1,873.96	

DATE: 03/01/22

Tuesday March 01,2022

PAGE 1

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
01 ALLRECIPES MAGAZINE			10.00	
022522	01-53-672	ANNUAL SUBSCRIPTION		10.00
01 AMAZON.COM			127.77	
022522	01-53-913	PROGRAM SUPPLIES		96.79
022522	01-11-651	OFFICE SUPPLIES RECORDER		30.98
01 AMEREN ILLINOIS			11394.23	
022522	01-11-571	VHALL ELECTRIC UTILITIES		301.40
022522	01-41-571	MAINT/PW/SALT BLDG		394.06
022522	01-41-572	SIRENS/SGINS/ST LIGHTS		5133.25
022522	01-41-579	TRAFFIC SIGNALS		299.18
022522	01-52-571	BBF/PAV/TRAIL LIGHTS		1623.79
022522	01-53-571	LIBRARY BLDG ELECTRIC UTILITIES		818.99
022522	51-00-571	WELLS/TOWERS/PLANTS		2176.02
022522	52-00-571	SEWER LIFT STATIONS		647.54
01 DECATUR AREA CONVENTION			75000.00	
022522	16-00-911-3	ANNUAL CONTRIBUTION PER AGREEMENT		75000.00
01 BAKER & TAYLOR, INC			2984.65	
022522	01-53-671	BOOKS		2984.65
01 BAYSCAN TECHNOLOGIES, LLC			174.00	
70267	01-53-651	OFFICE SUPPLIES		174.00
01 BLACKSTONE AUDIO, INC			42.94	
2024819	01-53-681	AUDIO VISUAL		42.94
01 BETHALTO PUBLIC LIBRARY DISTRI			24.95	
022522	01-53-910	REIMB LOST BOOK		24.95
01 BURDICK PLUMBING & HEATING CO,			1827.50	
1910	51-00-549	WATER MAIN LEAK REPAIR CYPRESS		1827.50
01 CHASTAIN & ASSOCIATES, LLC			24328.14	
022522	30-00-810-2	WELL 7 DESIGN/IEPA LOAN PROGRAM		4417.52
022522	30-00-864-5	SCHROLL PT SUBD CAP SEAL/MICRO		1010.35
022522	30-00-874-1	MARION/AKERS/HOME ASPHALT REHAB		3603.47
022522	01-11-532	PHILLIP CIRCLE DRAINAGE IMPROVE		2261.80
022522	01-11-532	ADMIN ADVISORY		515.20
022522	01-11-532	SPORTS PARK LWCF GRANT		5956.00
022522	01-11-532	ADMIN ADVISORY SITE PLAN REVIEW		2824.40
022522	01-41-532	STORMWATER ADVISORY MS4		382.28
022522	01-41-518	SIDEWALK MAINT '21		2207.52
022522	51-00-532	WATER DEPT ADVISORY		1149.60
01 HERALD & REVIEW			68.62	
124534	01-11-553	P/Z MTG NOTICE AD 02/24/22		68.62
01 CONSTELLATION NEWENERGY			4392.93	
022522	01-11-571	VHALL GAS UTILITIES		363.03
022522	01-41-571	MAINT/PW BLDG GAS UTILITIES		1273.96
022522	01-53-571	LIBRARY BLDG GAS UTILITIES		1359.52
022522	51-00-571	WELL/PLANTS GAS UTILITIES		1396.42
01 DECATUR INDUSTRIAL ELECTRIC, I			12147.37	
0154153	51-00-612	EQUIP MAINTENANCE		10304.35

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
0154638	51-00-612	EQUIP MAINTENANCE		1843.02
01 DYNAGRAPHICS, INC 214034	01-41-513	OPERATING SUPPLIES	234.73	234.73
01 CENGAGE LEARNING INC/GALE 77197539	01-53-671	BOOKS	47.99	24.74
77213907	01-53-671	BOOKS		23.25
01 W. W. GRAINGER, INC. 1438983243	01-52-652	OPERATING SUPPLIES	151.74	151.74
01 ILLINOIS METER INC. 3034004	51-00-612	EQUIP MAINTENANCE SUPPLIES	383.90	383.90
01 INDUSTRIAL RUBBER, INC 3546190	51-00-611	BLDG MAINTENANCE SUPPLIES	139.72	139.72
01 LOWE'S COMPANIES, INC. 022522	01-41-652	OPERATING SUPPLIES	87.94	87.94
01 MACON COUNTY SWCD FRT-2022	01-41-515	MS4 FY22 EDUCATION	1000.00	1000.00
01 MENARDS 022522	01-41-652	OPERATING SUPPLIES	412.51	245.25
022522	01-52-611	BLDG MAINTENANCE SUPPLIES		21.96
022522	01-41-611	BLDG MAINTENANCE SUPPLIES		71.09
022522	01-11-654	JANITORIAL SUPPLIES		12.37
022522	51-00-612	EQUIP MAINTENANCE SUPPLIES		3.87
022522	01-52-652	OPERATING SUPPLIES		57.97
01 MIDSTATE CUP SOCCER CLUB 022522	16-00-911	'22 CONTRIBUTION FOR EVENT	3543.12	3543.12
01 NAPA AUTO PARTS 005710	01-41-613	VEHICLE MAINTENANCE SUPPLIES	143.94	143.94
01 PYROTECNICO FIREWORKS, INC SO-C45601	01-10-914	'22FFF 50% DOWN FIREWORKS	5250.00	5250.00
01 SAM'S CLUB/GECF 022522	01-53-651	OFFICE SUPPLIES	333.01	16.98
022522	01-53-913	PROGRAM SUPPLIES		99.06
022522	01-10-917	JOB FAIR SUPPLIES		117.42
022522	01-41-654	JANITORIAL SUPPLIES		99.55
01 AT & T 022522	52-00-552	LIFT STATION ALARMS	266.61	266.61
01 SHERWIN-WILLIAMS 1237-5	01-52-652	OPERATING SUPPLIES	61.31	61.31
01 SHORELINE CLASSIC 022522	16-00-911	EVENT CONTRIBUTION	1500.00	1500.00
01 SORLING, NORTHRUP, HANNA, CULL 205113	01-11-533	THROUGH 01-31-2022 WESTERMAN	3210.00	900.00
205256	01-11-533	THROUGH 01-31-2022 CORPORATE		2310.00
01 STAPLES CREDIT PLAN 022522	01-11-651	OFFICE SUPPLIES	88.58	88.58
01 STAR SILKSCREEN DESIGN, INC. 57506	01-41-471	UNIFORM ALLOWANCE SHIRTS	718.25	118.25

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
57506	01-52-471	UNIFORM ALLOWANCE SHIRTS		200.00
57506	51-00-471	UNIFORM ALLOWANCE SHIRTS		200.00
57506	52-00-471	UNIFORM ALLOWANCE SHIRTS		200.00
01 UTILITY SUPPLY OF AMERICA, INC			2049.78	
869141	51-00-652	OPERATING SUPPLIES		654.00
876060	51-00-652	OPERATING SUPPLIES		1395.78
01 US POSTAL SERVICE (CAPS)			606.80	
022522	51-00-549-1	W/S BILLING POSTAGE FOR 03/1/22		303.40
022522	52-00-549-1	W/S BILLING POSTAGE FOR 03/1/22		303.40
01 VILL OF FORSYTH			150.00	
022522	01-11-571	WATER UTILITIES		150.00
01 VULCAN CONSTRUCTION MATERIALS,			92.93	
32861040	01-41-614	STREET MAINTENANCE SUPPLIES SAND		92.93
01 WAL-MART			266.12	
022522	01-53-651	OFFICE SUPPLIES		13.32
022522	01-53-681	AUDIO VISUAL		186.60
022522	01-53-913	PROGRAM SUPPLIES		66.20
01 WATER SOLUTIONS UNLIMITED, INC			2712.93	
100936	51-00-656	CHEMICALS POT PERM/SUPERFLOC		2712.93
** TOTAL CHECKS TO BE ISSUED			155975.01	

SYS DATE:02/24/22

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 953
Tuesday March 01,2022

SYS TIME:16:09
[NW1]

DATE: 03/01/22

PAGE 4

Page 18 of 56

FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
GENERAL FUND			40992.49	
HOTEL/MOTEL TAX FUND			80043.12	
CAPITAL PROJECT FUND			9031.34	
WATER OPERATIONS			24490.51	
SEWER OPERATIONS			1417.55	
*** GRAND TOTAL ***			155975.01	
TOTAL FOR REGULAR CHECKS:			155,975.01	

ADMINISTRATION REPORTS

03/01/2022

Economic Development

- Staff completed site plan and architectural review of 1340 Hickory Point Dr and is in the process of working towards a demolition and building permit. Staff also continues site review and has completed architectural review for the apartment quad at 224 Barnett Ave.
- I am continuing to work with the group looking to locate a restaurant at the O'Charley's building at 927 US-51. Once more details are available on the future use of the building, I will be sure to include an update in my report.
- Staff has continued working with Play it Again Sports as they prepare for their move shortly.
- Staff has continued working with Ziggi's Coffee as they look to locate in Forsyth. I have received a few minor site questions, and we are looking to a formal site review in the near future.

Community Development

- The Cocoday grand opening ceremony with the Chamber has been rescheduled and will take place on Thursday, March 3, 2022 from 4:30 – 5:00. We hope to see you there to welcome them into their new location in our Village. I expect to hear from Play It Again soon to have a ribbon cutting for their organization as well.
- The February Planning and Zoning Commission Meeting on Thursday, February 24 was not called to order due to a lack of quorum.
- Last week, Jill and I met with some members of the community to discuss their initial want for a community garden or similar project. We expect this to be a long planning process, but are excited to share updates as this could be a great program for our community.

Respectfully submitted,

Jake Smith

Community and Economic Development Coordinator/

Assistant to the Village Administrator

ENGINEER'S REPORT

Forsyth; March 1, 2022 Board Meeting

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

Project 6928 – Bike Path to Grade School

No new update, we continue to wait on concurrence for IDOT on the special waste review. We will finalize the draft Project Development Report for submittal to IDOT for review once IDOT has concurred.

Project 7542 – 2020 Street Maintenance

The 2021 Sidewalk Improvements will be completed in the spring once weather clears up for final seeding. The City of Decatur has submitted the bid package to IDOT for review. A bid date has not been settled on yet. Eight local agencies (including Forsyth) are joining in the program this year.

Project 7778 – The Greenbrier Rehabilitation

No new update, work on this project is suspended until the spring. We are currently coordinating with the contractor and utility company for adjustment of the gas services. They currently anticipate adjustment of the services to be completed in March.

Project 7982 – Forsyth Park LWCF Grant Compliance

Design of the LWCF grant compliance phase continues. We are working on the construction plan set at this point for the path and pond.

Project 8000 – Well No. 7 Design

We are wrapping up our work on the responses to the IEPA construction permit review. We will be resubmitting a set of plans to continue the construction permit review process.

Project 8241 – 2022 Asphalt Rehabilitations

Work on the plans and bidding specifications has started. We met onsite with Public Works Director Fowler to discuss the three roads included with this contract a settle on a scope of work for these jobs. On Akers Dr., we will be repairing the west edge of pavement to get a consistent 12-ft width and then covering the full pavement width with a seal coat. On Home Ave., we will be patching the existing pavement in a few areas with the most damage and then covering with a seal coat as well. Marion Ave. will be patched, milled off, and repaved with a new asphalt surface.



Library Director's Report

March 1, 2022

- The deadline to apply for the Library Assistant II – Youth Services position has been extended through Sunday, February 27 due to the recent bad weather. We will look to schedule interviews during the week of February 28.
- The Illinet Interlibrary Loan (ILL) Statistical Survey was submitted to the Illinois State Library on Friday, February 18. The Annual Library Certification was submitted on Tuesday, February 22. I am currently working on the Illinois Public Library Annual Report (IPLAR), which is due on March 1. My goal is to submit the IPLAR no later than Friday, February 25.
- Library staff met with Village Administrator Applebee on Tuesday, February 22. In addition to some staff updates, we discussed the Illinois Mask mandate, which will come to an end on Monday, February 28. On this date, mask wearing at the Library will become optional, but recommended during Library programs, or when social distancing is not possible. Staff have been instructed to continue to wear masks when working in close contact with co-workers, or the general public.
- I have been invited to participate as a panelist at the 2022 Illinois Library Association (ILA) Conference, October 18-20 in Rosemont, IL. The panel will discuss Intellectual Freedom in libraries, and the de-escalation of material challenges, including offering best practices to both current and future librarians. I am excited for this, and I believe that opportunities like this bring good visibility and attention to both the Forsyth Public Library and the Village of Forsyth.
- We are set to begin a major weeding project in advance of our annual Spring Book Sale. After thorough evaluation, materials will be weeded from the Library to help offer a more concise collection and to make room for new fiction and non-fiction offerings. Criteria for weeding includes: circulation statistics, condition, relevance to the community, accuracy of information (Science, Technology, Medical), and more.
- Other ongoing projects of note at the Library continue to include: Evaluating local history materials to be considered for digitization, preservation, and increased access; Emergency planning; Creation of lesson plans for Library instruction; Evaluation of job titles and job descriptions; Collection development processes; and audits of all Library operations to improve service, programming, data and assessment, and future budget considerations.

Steven Ward
February 23, 2022

Public Works Report 2-23-22

Parks:

Trail and parking lot snow removal.

JGreen Electric installed new light poles at both 1/2/3 and 4/5 Parking Areas.

Baseball / Softball hitting cages nets are up, practice starts 2-28-22.

On our Park to do list is:

Continue with dead tree removal.

Ball Field Preps, Baseball home game March 14 / Softball March 16.

Village:

Village street snow removal.

We maintained the Village Hall, the Library, and other property / easements throughout the Village.

We worked on permit locates and inspections. New business reviews / inspections.

We worked any concerns residents had (mostly snow removal).

Swept debris / trash off of streets.

On our Village to do list is:

Pot hole filling around the Mall, Circle K, Greenbrier, and Marion.

Water Treatment Plant / Sewer:

Continued with meeting monthly / annual IEPA sampling and analysis requirements.

Completed required monthly reports.

Received some of our spare motors for the Water Plant.

Completed safety gear access area at Water Plant.

GreenBrier lift station pump was clogged, we cleaned and put pump back into service.

On our Water / Sewer to do list is:

Complete monthly IEPA sampling and other required sampling.

Implement IEPA required backflow / cross-connection program, along with triennial survey.

Implement IEPA Sanitary FOG (fats, oils, greases) program.

CARRYOVER INFORMATION

Parks:

*Tennis Parking Lot lighting complete. (JGreen notified to move lights more toward parking lot, less at Christopher homes). Tennis Court lighting still in progress, waiting on better ground to bring truck on

*grassy area, north side of new court... to install back lights.

*4/5 Ball field parking lot lighting still in progress, awaiting poles.

*Park bathrooms winterized, 4/5 bathroom is still open (is heated).

** to do - Backfill dirt around new concrete at Tennis Courts.

** to do - Kinney Contractors to backfill dirt around inner circle track and #4 field connection.

Village:

*Took inventory of street signs, stop signs, traffic signs. We plan on replacing old, damaged, and faded signs and we will also straighten sign poles.

Water / Sewer:

*Implement additional daily / weekly required sampling per IEPA, still waiting on Hach analyzer. IEPA aware of delay in ammonia, chloramine testing.

*Lift Station generator ATS work, parts ordered.

*Non-Potable booster pump replacement. (Pump ordered, expected delivery in May of 2022).

Thanks, Darin

OLD BUSINESS

ITEM 1

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: March 1, 2022
Subject: Water Rate Study

The following were responses from the groups that I have asked for a proposal:

RCAP:

Unfortunately, our grants have changed recently and we can no longer offer our services to you at no cost, but we can offer them at a severe discount. Your community qualifies for a 50 percent grant, so we could do our rate analysis at half price to you under our EPA funding. The cost to you would be \$3250. This would include a rate analysis breaking down cost for your system and recriminations from our experts. If you have any questions for us, or would like to discuss this more feel free to reach out to us.

Thank you and we work forward to working with you.

Chastain:

While we can do the study, we would prefer to have either IRWA or RCAP do the study and then have us provide oversight, review, and recommendation as appropriate. Our review and recommendation would utilize recent bid prices, our experience with asset life expectancy, and our familiarity with Forsyth's infrastructure. This seems to be the most fiscally responsible approach, especially given we don't have access to the grants mentioned below and therefore would not be cost competitive. From what he listed below, our scope would have been similar. Additionally, with some of the higher priority projects we are working on for the Village we would prefer to focus on those.

IRWA.

No response yet

NEW BUSINESS

ITEM 1

ORDINANCE NO. 2022-2

**VILLAGE OF FORSYTH,
COUNTY OF MACON, STATE
OF ILLINOIS**

**AN ORDINANCE APPROVING A LETTER OF ENGAGEMENT
FOR ENGAGING AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR**

by and between

THE VILLAGE OF FORSYTH, ILLINOIS

and

THE ECONOMIC DEVELOPMENT GROUP, LTD.

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS ON
THE 1ST DAY OF MARCH, 2022.**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE BOARD OF
TRUSTEES OF THE VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS,
THIS _____ DAY OF MARCH, 2022.**

ORDINANCE NO. 2022-2

AN ORDINANCE APPROVING A LETTER OF ENGAGEMENT FOR ENGAGING AN INDEPENDENT REGISTERED MUNICIPAL ADVISORBY AND BETWEEN THE VILLAGE OF FORSYTH, ILLINOIS AND THE ECONOMIC DEVELOPMENT GROUP, LTD.

**BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS, THAT:**

1. The U.S. Securities and Exchange Commission's (SEC) final municipal advisor (MA) registration and recordkeeping rules became effective on July 1, 2014. Firms that are engaged in, or plan to be engaged in, municipal advisory activities must be registered with both the SEC and the Municipal Securities Rulemaking Board of Trustees (MSRB). Therefore, a firm must register as an MA if it provides "advice" to a municipality.

"Advice" is defined under the MA rules promulgated by the SEC to include, without limitation, a recommendation that is particularized to the specific needs, objectives, or circumstances of a municipal entity or obligated person with respect to municipal financing products or the issuance of municipal securities, including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues, based on all the facts and circumstances; and

2. The Village of Forsyth desires to engage an *Independent Registered Municipal Advisor*; and
3. The Economic Development Group, Ltd. (EDG) located at 1701 Clearwater Avenue, Bloomington, Illinois is registered as a Municipal Advisor with both the SEC and the MSRB; and
4. The President and Village Board of Trustees of the Village of Forsyth have evaluated and recommended that the Village engage The Economic Development Group, Ltd. as an *Independent Registered Municipal Advisor* for the purpose of providing the Village with facts, figures and advice on the possible structure, timing, terms, and other matters concerning the potential issuance of municipal securities, such as bonds, bank loans or other types of debt obligations that the Village may wish to consider; and
5. Upon designating EDG as its *Independent Registered Municipal Advisor*, the Village may publicly post a written disclosure letter indicating that the Village intends that market participants receive and use such letter for purposes of the *Independent Registered Municipal Advisor Exemption* as provided in the SEC's final rules adopted for municipal advisor registration; and
6. The President is hereby authorized and directed to enter into and execute on behalf of the Village said Letter of Engagement attached hereto as ***Exhibit A***, and the

Village Clerk of the Village of Forsyth is hereby authorized and directed to attest such execution; and

7. The Engagement Letter attached hereto as ***Exhibit A*** shall be effective on the date set forth and executed by the President in said Engagement Letter; and
8. If the Village determines that it is necessary to proceed with the issuance of a specific SEC regulated municipal security and wishes to rely on the advice of EDG for said issuance, then EDG shall provide such advice pursuant to a separate Letter of Engagement with a fee that is commensurate with said issuance and approved by the Village of Forsyth at that time; and
9. This Ordinance shall be in full force and effect from and after its approval and publication as required by law.

PASSED, APPROVED AND ADOPTED and published in pamphlet form by the Corporate Authorities of the Village of Forsyth, Illinois, on the 1st day of March, A.D., 2022, and deposited and filed in the Office of the Village Clerk of said Village on that date.

CORPORATE AUTHORITIES	AYE VOTE	NAY VOTE	ABSTAIN/ ABSENT
Jeff London			
Lauren Young			
Jeremy Shaw			
Bob Gruenewald			
Marilyn Johnson			
David Wendt			
Jim Peck, President			
TOTAL VOTES:			

APPROVED: _____
Village President

Date: _____

ATTEST: _____
Village Clerk

Date: _____

Exhibit (A) attached: Engagement Letter of The Economic Development Group, Ltd.

EXHIBIT A

**ENGAGEMENT LETTER OF
THE ECONOMIC DEVELOPMENT GROUP, LTD.**



THE ECONOMIC DEVELOPMENT GROUP, LTD.

March 1, 2022

Village of Forsyth
President and Village Board of Trustees
c/o Jill Applebee, Village Administrator
301 S. Route 51
Forsyth, IL 62535

Re: **Independent Registered Municipal Advisor**
The Economic Development Group, Ltd. Engagement Letter

Dear President Peck and Village Trustees:

A Municipal Advisor (MA) is one who gives advice to a municipal entity regarding municipal financial products or the issuance of municipal securities.

The U.S. Securities and Exchange Commission's (SEC) final municipal advisor registration and recordkeeping rules became effective on July 1, 2014. Firms that are engaged in, or plan to be engaged in, municipal advisory activities must be registered with both the SEC and the Municipal Securities Rulemaking Board (MSRB). Therefore, a firm must register as an MA if it provides "advice" to a municipality. "Advice" is defined under the MA rules promulgated by the SEC to include, without limitation, a recommendation that is particularized to the specific needs, objectives, or circumstances of a municipal entity or obligated person with respect to municipal financing products or the issuance of municipal securities, including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues, based on all the facts and circumstances.

The Economic Development Group, Ltd. (EDG) is registered as a Municipal Advisor with both the SEC and the MSRB. As such, we ask that the Village hereby designate the Economic Development Group, Ltd. as its *Independent Registered Municipal Advisor* for the purpose of providing the Village with facts, figures and advice on the possible structure, timing, terms, and other matters concerning the potential issuance of municipal securities, such as bonds, bank loans or other types of debt obligations that the Village may wish to consider. Activities that the Economic Development Group, Ltd., proposes to undertake on behalf of the Village as its *Independent Registered Municipal Advisor* include the following:

- Act in a fiduciary capacity for the Village;
- Assist in developing the plan of finance and related transaction timetable;
- Identify and analyze financing solutions and alternatives for funding capital improvement plans;
- Advise on the method of sale, taking into account market conditions and near-term activity in the municipal market;
- Assist in the preparation of any rating agency strategies and presentations;
- Coordinate internal/external accountants, feasibility consultants and escrow agents;

- Assist with the selection of underwriters, underwriter compensation issues, syndicate structure and bond allocations;
- Verify cash flow calculations;
- Prepare preliminary cash flows analysis;
- Plan and coordinate bond closings.

The Village hereby acknowledges EDG is an independent company that jointly with Jacob & Klein, Ltd., a separate independent company under common ownership, represent the Village on matters related to the Village's Tax Increment Financing District.

The Economic Development Group, Ltd. hereby agrees to provide *IRMA* services, including facts, calculations, projections and information relating to the potential issuance of such municipal securities, such as bonds, bank loans or other types of debt obligations **at no additional fee (\$0.00 annual fee)**.

If at any time the Village determines that it is necessary to proceed with the issuance of a specific SEC regulated municipal security or other financial product and wishes to rely on the advice of EDG for said issuance, then EDG shall provide such advice pursuant to a separate Letter of Engagement with a fee that is commensurate with said issuance and approved by the Village of Forsyth at that time.

The Economic Development Group, Ltd. has determined that it does not have any conflicts of interest that would interfere with its ability to fulfill its duty of care and its duty of loyalty to the Village pursuant to MSRB rules.

EDG's most recent update to its Form MA occurred on January 12, 2022 and Form MA-I occurred on October 15, 2021, as required by the SEC for the purpose of amending contact information relating to its Registered Municipal Advisor Representatives. To date, EDG has not been the subject of any legal or disciplinary complaints or other information for which the SEC requires municipal advisors to provide. The Village may access EDG's Form MA and Form MA-I information on-line by visiting the Electronic Data Gathering, Analysis, and Retrieval system (EDGAR) found at: <https://www.sec.gov/edgar/searchedgar/companysearch.html>.

Upon designating EDG as its *Independent Registered Municipal Advisor*, the Village may publicly post a written disclosure letter (see ***Exhibit 1***, "Sample IRMA Disclosure Letter") indicating that the Village intends that market participants receive and use such letter for purposes of the *Independent Registered Municipal Advisor Exemption* as provided in the SEC's final rules adopted for municipal advisor registration. This Engagement Letter and the related Representation Letter may be relied upon until amended or otherwise replaced by a new Representation Letter posted to the Village's website.

EDG, in acting as your MA, will rely on data from outside sources. EDG will act and provide advice to the best of its ability and knowledge, however, no warranty or guarantee is provided and by entering into this Engagement, the Village hereby releases EDG, its owners, officers, and employees from any liability in connection with advice or information provided pursuant to this Engagement. The Village hereby acknowledges that EDG is not engaged by the Village for the purpose of providing continuing disclosure services, and EDG is not responsible for the Village's prior compliance with continuing disclosure obligations as specified in Rule 15c2-12 under the Securities Exchange Act of 1934.

We request that the Village Board approve this Engagement Letter and authorize the President to execute this Engagement Letter in order for EDG to proceed as the Village's *Independent Registered Municipal Advisor*.

We look forward to working on future financing transactions for the Village.

Respectfully Submitted,



Gwen R. Crawford, Vice President, The Economic Development Group, Ltd.

**Accepted by and on behalf of the Village of Forsyth, Macon County, Illinois on this
_____ day of March, 2022.**

Village of Forsyth

By: _____
Jim Peck, President, Village of Forsyth

Attest: _____
Cheryl Marty, Village Clerk, Village of Forsyth

EXHIBIT 1

SAMPLE INDEPENDENT REGISTERED MUNICIPAL ADVISOR LETTER

[VILLAGE LETTERHEAD]

March 1, 2022

Independent Registered Municipal Advisor (IRMA) Representation Letter

The Village of Forsyth, Macon County, Illinois (the “Village”) is hereby disclosing and notifying all potential underwriters, placement agents and other market participants that it has retained an *Independent Registered Municipal Advisor* (“Municipal Advisor” or “IRMA”) pursuant to Section 975 of Title IX of the Dodd-Frank Wall Street reform and Consumer Protection Act (“Dodd-Frank Act”) amended Section 15B of the Securities Exchange Act of 1934 (“Exchange Act”).

By publicly posting the following written disclosure, the Village intends that market participants receive and use it for purposes of the Independent Registered Municipal Advisor Exemption (the “IRMA Exemption”) as provided in the Securities and Exchange Commission’s final rules adopted for municipal advisor registration (the “Final MA Rules”).

Disclosure of Independent Registered Municipal Advisor Representation

The Village is represented by and will rely on its Municipal Advisor, **The Economic Development Group, Ltd.** (“EDG”), and more specifically Steven E. Kline and Gwen R. Crawford for General Municipal Advisory Services and to provide advice on proposals from financial services firms concerning the issuance of municipal securities and municipal financial products. The individual listed herein is on our retained team at our Municipal Advisor and has been employed by our Municipal Advisor for two years (or more) prior to the date of this disclosure and, thus, is not “associated” (as defined in the Final MA Rules) at either an entity level or an individual level with persons seeking to rely on the *IRMA Exemption*. Any changes to the Village’s team going forward will be promptly posted to the Village’s website. **The written notice required under the *IRMA Exemption* of the Final MA Rules stating that an underwriter or placement agent is not a municipal advisor and is, therefore, not subject to a fiduciary duty to the Village should be provided to the Village at the address noted below, with a copy to The Economic Development Group, Ltd. at 1701 Clearwater Avenue, Bloomington, Illinois 61704.**

Notices and proposals should be addressed to Ms. Jill Applebee, Village Administrator, Village of Forsyth, 301 S. Route 51, Forsyth, Illinois 62535. To encourage the continued sharing of ideas and proprietary information by market participants, the Village intends to keep original materials provided by and concepts it discusses with market participants from time to time confidential (to the extent provided by law), but hereby reserves the right, in its sole discretion, to share any information which will be seriously considered by the Village with its Municipal Advisor. **Please note that aside from regulatory mandated correspondence between an underwriter and municipal advisor, an underwriter or placement agent should not speak directly with or send documents directly to the Village’s Municipal Advisor unless specifically directed to do so by the President or designated personnel.**

This Representation Letter may be relied upon until amended or otherwise replaced by a new Representation Letter posted to the Village’s website.

Sincerely,

Jim Peck, President
Village of Forsyth, Illinois

NEW BUSINESS

ITEM 2

RESOLUTION NUMBER 5-2022

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR
THE SHARING OF CERTAIN COSTS RELATED TO IMPROVEMENT OF
PORTIONS OF VARIOUS PUBLIC HIGHWAYS IN MACON COUNTY, ILLINOIS,
BETWEEN THE CITY OF DECATUR, VILLAGE OF FORSYTH, VILLAGE OF
MOUNT ZION, VILLAGE OF LONG CREEK, HICKORY POINT TOWNSHIP, LONG
CREEK TOWNSHIP, HARRISTOWN TOWNSHIP, AND THE COUNTY OF MACON,
ILLINOIS**

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

WHEREAS, the City of Decatur, Illinois intends to implement highway improvement projects involving the use of micro-surfacing on various City Streets; and

WHEREAS, The Village of Forsyth, Illinois, the Village of Mount Zion, Illinois, the Village of Long Creek, Illinois, Hickory Point Township, Long Creek Township, Harristown Township, and the County of Macon, Illinois are desirous of implementing micro-surfacing improvements to various streets and roads under their jurisdiction; and

WHEREAS, intergovernmental cooperation between the City of Decatur, Illinois, the Village of Forsyth, Illinois, the Village of Mount Zion, Illinois, the Village of Long Creek, Illinois, Hickory Point Township, Long Creek Township, Harristown Township, and the County of Macon, Illinois is financially beneficial to all agencies by jointly purchasing micro-surfacing services and products; and

WHEREAS, the parties believe they can work together to achieve micro-surfacing across their respective jurisdictions and have memorialized the terms of their agreement in the Intergovernmental Agreement attached hereto as **Exhibit A**; and,

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

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

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

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

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

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

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

SO RESOLVED this _____ day of March, 2022, at Forsyth, Macon County, Illinois.

	YES	NO	ABSENT	PRESENT
GRUENEWALD				

JOHNSON				
LONDON				
SHAW				
WENDT				
YOUNG				
PECK				
TOTAL				

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT FOR
THE SHARING OF CERTAIN COSTS RELATED TO IMPROVEMENT OF
PORTIONS OF VARIOUS PUBLIC HIGHWAYS IN MACON COUNTY, ILLINOIS,
BETWEEN THE CITY OF DECATUR, VILLAGE OF FORSYTH, VILLAGE OF
MOUNT ZION, VILLAGE OF LONG CREEK, HICKORY POINT TOWNSHIP, LONG
CREEK TOWNSHIP, HARRISTOWN TOWNSHIP, AND THE COUNTY OF MACON,
ILLINOIS

**INTERGOVERNMENTAL AGREEMENT FOR
THE SHARING OF CERTAIN COSTS RELATED TO IMPROVEMENT OF
PORTIONS OF VARIOUS PUBLIC HIGHWAYS IN MACON COUNTY, ILLINOIS,
BETWEEN THE CITY OF DECATUR, VILLAGE OF FORSYTH, VILLAGE OF
MOUNT ZION, VILLAGE OF LONG CREEK, HICKORY POINT TOWNSHIP,
LONG CREEK TOWNSHIP, HARRISTOWN TOWNSHIP, AND THE COUNTY OF
MACON, ILLINOIS**

WHEREAS, the City of Decatur, Illinois intends to implement highway improvement projects involving the use of micro-surfacing on various City Streets; and

WHEREAS, The Village of Forsyth, Illinois, the Village of Mount Zion, Illinois, the Village of Long Creek, Illinois, Hickory Point Township, Long Creek Township, Harristown Township, and the County of Macon, Illinois are desirous of implementing micro-surfacing improvements to various streets and roads under their jurisdiction; and

WHEREAS, intergovernmental cooperation between the City of Decatur, Illinois, the Village of Forsyth, Illinois, the Village of Mount Zion, Illinois, the Village of Long Creek, Illinois, Hickory Point Township, Long Creek Township, Harristown Township, and the County of Macon, Illinois is financially beneficial to all agencies by jointly purchasing micro-surfacing services and products; and

WHEREAS, The Village of Forsyth is a body politic and corporate in the State of Illinois; and

WHEREAS, The Village of Mount Zion is a body politic and corporate in the State of Illinois; and

WHEREAS, The Village of Long Creek is a body politic and corporate in the State of Illinois; and

WHEREAS, Hickory Point Township is a body politic and corporate in the State of Illinois; and

WHEREAS, Long Creek Township is a body politic and corporate in the State of Illinois; and

WHEREAS, Harristown Township is a body politic and corporate in the State of Illinois; and

WHEREAS, the County of Macon is a body politic and corporate in the State of Illinois; and

WHEREAS, the 1970 Illinois Constitution, Art. VII, Section 10 and 5 ILCS 220/3 provide authority for intergovernmental co-operation;

WHEREAS, the Administrators of the Village of Forsyth, the Village of Mount Zion, and the Village of Long Creek; the Road Commissioners of Hickory Point Township, Long Creek Township, and Harristown Township; and the Macon County Board believe the improvement to various City Streets and other public roadways in Macon County, Illinois by the City of Decatur will be of benefit to the health, safety and welfare of the residents of Macon County; Illinois, and

NOW THEREFORE, in consideration of the mutual agreement contained in this agreement, the City of Decatur, the Village of Forsyth, the Village of Mount Zion, the Village of Long Creek, Hickory Point Township, Long Creek Township, Harristown Township, and the County of Macon, Illinois agree as follows, subject to actual construction costs:

1. The City of Decatur agrees to act as the Lead Agency for the micro-surfacing projects unless or until the City of Decatur provides the other participating agencies thirty (30) days written notice of its intention to no longer act as Lead Agency.
2. The responsibilities of the Lead Agency are to facilitate micro-surfacing projects for the participants, including preparing bidding and construction documents, advertising for the bidding process, and awarding the contract for the project.
3. The Lead Agency shall pay for the complete and total costs to the contractors of micro-surfacing select roadways in the County of Macon with reimbursement to the Lead Agency by the other participants.
4. The Village of Forsyth, the Village of Mount Zion, the Village of Long Creek, Hickory Point Township, Long Creek Township, Harristown Township, and the County of Macon agree to reimburse the Lead Agency for the complete and total costs of micro-surfacing those select roadways under their jurisdiction in the County of Macon. The Lead Agency will remit no more than monthly invoices to each participant based upon the amount of work performed under the participant's jurisdiction with payment to the Lead Agency within thirty (30) days after date of invoice.
5. Liability Limits
 - a. The Village of Forsyth, the Village of Mount Zion, the Village of Long Creek, Hickory Point Township, Long Creek Township, Harristown Township, and the County of Macon agree to indemnify, defend, and hold Lead Agency its officers, agents, and employees harmless from and against any and all claims,

suits, causes of action, liabilities, damages, judgments or expenses including, but not limited to, reasonable attorney's fees and litigation costs, for personal injuries (including, but not limited to, death) or property damage arising out of the Lead Agency obligations, responsibilities and performance under this agreement. This provision shall not require the Village of Forsyth, the Village of Mount Zion, the Village of Long Creek, Hickory Point Township, Long Creek Township, Harristown Township, and the County of Macon to indemnify the Lead Agency from the Lead Agency's sole gross negligence or willful misconduct.

- b. During the term of this Agreement, the Village of Forsyth, the Village of Mount Zion, the Village of Long Creek, Hickory Point Township, Long Creek Township, Harristown Township, and the County of Macon shall at all times procure and maintain insurance and shall name the Lead Agency its officers and employees, as an additional named insured for all insurance. The Village of Forsyth, the Village of Mount Zion, the Village of Long Creek, Hickory Point Township, Long Creek Township, Harristown Township, and the County of Macon shall furnish certificates and endorsements evidencing insurance and named insured prior to commencement of services under this Agreement.
 - c. The Lead Agency shall require the contractor awarded the contract under this agreement to execute contracts indemnifying The City of Decatur, the Village of Forsyth, the Village of Mount Zion, the Village of Long Creek, Hickory Point Township, Long Creek Township, Harristown Township, and the County of Macon for any liability arising out of the contractor's work. The Contractor shall provide certificates of insurance evidencing third party insurance in accordance with the construction contract documents and the City of Decatur its officers and employees, the Village of Forsyth its officers and employees, the Village of Mount Zion its officers and employees, the Village of Long Creek its officers and employees, Hickory Point Township its officers and employees, Long Creek Township its officers and employees, Harristown Township its officers and employees, and the County of Macon its officers and employees shall be named an additional insured on any liability insurance policy pertaining to work under the contract. Contractor's insurance shall be primary.
6. This agreement shall be in full force and effect upon its proper and legal approval by the City of Decatur, the Village of Forsyth, the Village of Mount

Zion, the Village of Long Creek, Hickory Point Township, Long Creek Township, Harristown Township, and the County of Macon and shall inure to the benefit of the City of Decatur, the Village of Forsyth, the Village of Mount Zion, the Village of Long Creek, Hickory Point Township, Long Creek Township, Harristown Township, and the County of Macon, their successors and assigns, until the improvements to the micro-surfacing project are completed and all related costs therefore are paid or the project is cancelled.

7. All micro-surfacing projects shall be open to any of the participants at their discretion. Each agency shall determine their quantities and provide them to the Lead Agency prior to advertising and bidding the project.
8. This agreement between the above parties shall be in full force and effect until December 31, 2022 unless or until a participant sends written notice to all other participants expressing the desire to terminate their participation in this agreement thirty (30) days prior to the expected date of termination.
9. Each signatory to this Agreement represents that it has the authority to enter into and bind the government it represents.

BE IT FURTHER RESOLVED, that this resolution shall become effective immediately upon the adoption thereof.

PRESENTED, PASSED, AND APPROVED this ____th day of _____ 2022.

CITY OF DECATUR

ATTEST:

Julie Moore Wolfe, Mayor

Kim Althoff, City Clerk

Date

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

Kevin Greenfield, Chairma

Josh Tanner, County Clerk

Date

VILLAGE OF FORSYTH

ATTEST

Jill Applebee, Village Administrator

Cheryl Marty, Village Clerk Date

VILLAGE OF MOUNT ZION

ATTEST

Julie Miller, Village Administrator

Dawn Reynolds, Village Clerk Date

VILLAGE OF LONG CREEK

ATTEST

, Village President

, Village Clerk Date

HICKORY POINT TOWNSHIP

Kevin Bird, Road Commissioner

LONG CREEK TOWNSHIP

Joe Jackson, Road Commissioner

HARRISTOWN TOWNSHIP

Ted Williams, Road Commissioner

DRAFT

NEW BUSINESS

ITEM 3



MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Matthew B. Foster, PE, PLS
Date: February 23, 2022
cc: Jill Applebee, Village Administrator
Re: 2022 PCC Work – Design Contract

Honorable Mayor and Trustees,

Per the Village Capital Improvement Plan approved last December, the following streets are slated for PCC work this summer:

- Avalon Blvd; from Forsyth Pkwy to 150 feet south of Ventura Dr (pavement replacement)
- Shadow Ridge Blvd; from CH 20 to north end (patching & crack sealing)
- Shadow Ridge Ct; from Shadow Ridge Blvd to north end (patching & crack sealing)

We have prepared a contract for the design services necessary to proceed with this work for your consideration. This contract covers design phase services for the streets and work as listed above. Based on the anticipated project schedule, we have estimated our services will be \$56,000 on a not to exceed basis. We recommend approval of the contract in order to proceed with this work and be prepared for bidding in late spring or early summer.

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

AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT DATA - DATE OF AGREEMENT: 3/1/2022 JOB NO.:

PROJECT NAME: Forsyth 2022 PCC Work

START DATE: Upon Execution ESTIMATED COMPLETION DATE: TBD

LOCATION: **Various Streets; Forsyth, IL**

CLIENT: Village of Forsyth

CLIENT CONTACT: Jill Applebee, Village Administrator

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

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

SCOPE OF SERVICES- ** See Attached Scope **

FEE BASIS - ☐ Lump Sum Amount

☒ Estimated Cost (figured on time and materials basis) \$56,000 Not to Exceed

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

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

DATE _____ CLIENT _____

BY _____

TITLE _____

CHASTAIN & ASSOCIATES LLC

DATE _____ BY _____

Title _____

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

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

AMENDMENTS

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

FEE BASIS (COMPENSATION FOR PROFESSIONAL SERVICES)

The basis for compensation will be either 1) Lump-Sum Amount as noted on the face of this Agreement or 2) Estimated Amount (figured on time and materials basis) 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 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.

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.

SCOPE OF SERVICES FOR DESIGN ENGINEERING PHASE SERVICES

IMPROVEMENT DESCRIPTION:

The **Forsyth 2022 PCC Work** project generally includes the patching & crack sealing or pavement replacement as indicated of the following concrete streets within the Village:

- Pavement Replacement Sections:
 - Avalon Blvd; from Forsyth Pkwy to 150 feet south of Ventura Dr
- Pavement Patching & Crack Sealing
 - Shadow Ridge Blvd; from CH 20 to north end
 - Shadow Ridge Ct; from Shadow Ridge Blvd to north end

These improvements will be funded through local sources. IDOT oversight is not anticipated to be required. This work is hereinafter referred to as the “**PROJECT**”.

SCOPE OF SERVICES:

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

1. Make such detailed topographic surveys as necessary of streets scheduled for pavement replacements for the preparation of plans.
2. Utilize existing mapping, surveys and aerials to develop base files of streets scheduled for patching & crack sealing for the preparation of plans.
3. Locate subsurface utilities from mapping made available by the Village and various utility companies within the Village.
4. Design a proposed pavement for the streets scheduled for pavement replacement utilizing traffic data available from IDOT. Patch thickness on streets scheduled for patching & crack sealing will match existing pavements thickness based on records available Chastain. Location and amount of patching & crack sealing quantities of work are subject to change based on budgeted funding amounts.
5. Review streets with curbs and/or gutters for necessary repairs to the curb and/or gutter as well as inlets.
6. Design sidewalk ramp upgrades to current ADA/PROWAG standards on streets scheduled for pavement replacement.
7. Prepare contract plans, bidding specifications and Engineer’s Estimate of Probable Cost of the proposed improvements.
8. Schedule, advertise and host a public involvement meeting for the project.
9. Schedule, advertise and host a public bid letting.
10. Prepare a recommendation of award for consideration of the Board.
11. To attend conferences and meetings at any reasonable time when requested to do so by client.

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

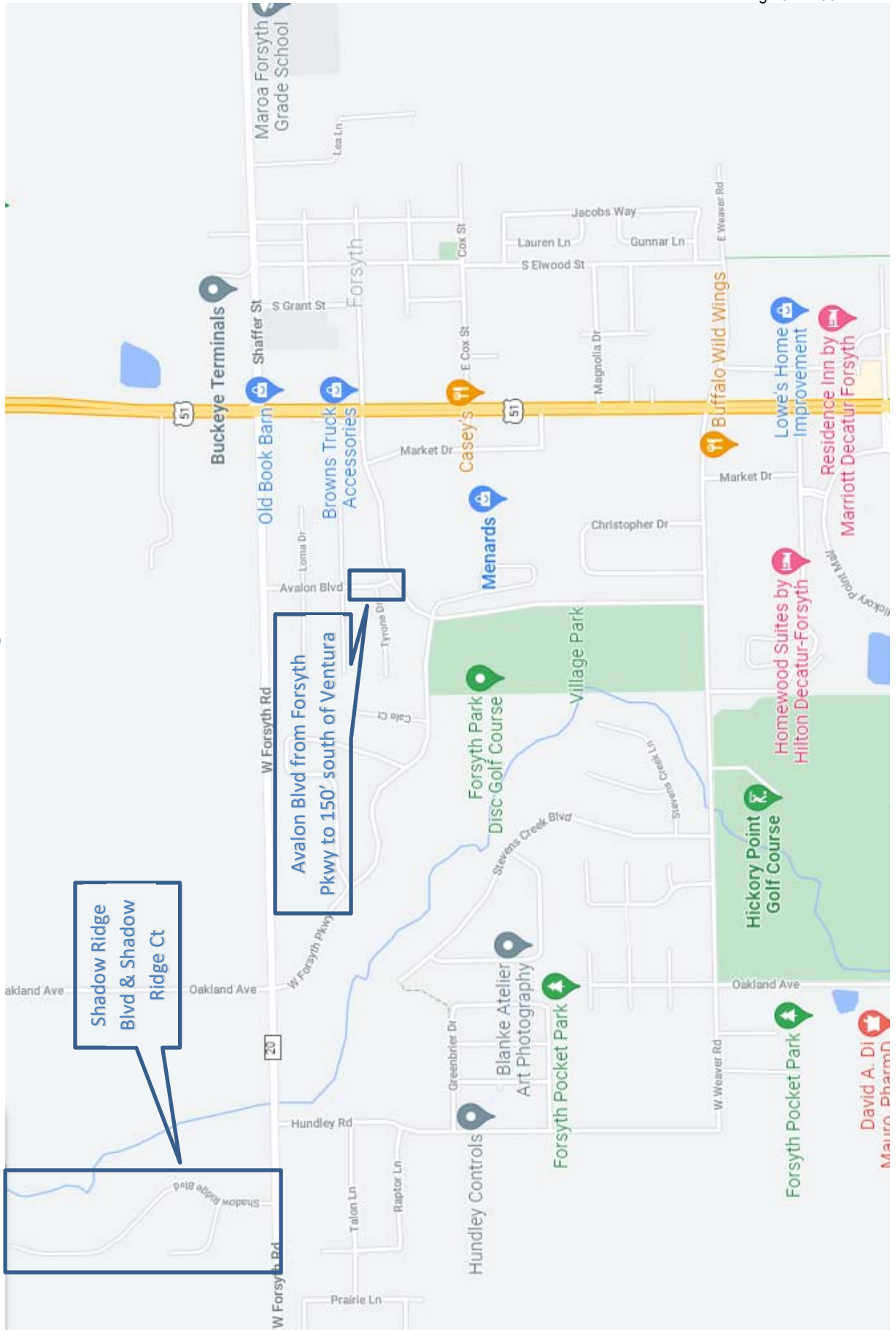
- a. Sidewalk ramp upgrade designs to current ADA/PROWAG standards on streets scheduled for patching & crack sealing.
- b. Geotechnical exploration and/or reports.

SCOPE OF SERVICES FOR DESIGN ENGINEERING PHASE SERVICES

- c. Potholing and other methods of subsurface utility excavation to determine utility locations and depths.
- d. Services performed to accomplish property surveys, preparation of legal description plats and documents for the acquisition of land, easements and/or right-of-way, and assistance to the client in acquiring any necessary land, easements and right-of-way.
- e. Services performed in connection with environmental testing and remediation.
- f. Services performed in connection with supplemental archaeological surveys, wetland surveys, computer modeling of waterways, and highway access if required by governmental permitting agencies.
- g. Construction phase engineering services (addressed under a separate contract after the scope of construction has been determined and the bidding process has been completed).
- h. Services performed as a result of litigation, arbitration, public hearings or other legal or administrative proceedings involving the **PROJECT** other than a dispute between the client and Chastain.

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

Village of Forsyth, Illinois
2022 PCC Work
Location Map





2022 SCHEDULE OF RATES

<u>Classification</u>	<u>Per Hour Rate Net</u>	
Engineers	From	To
Project Principal	\$230.40	- \$233.60
Senior Project Manager	\$236.80	- \$240.00
Project Manager II	\$185.60	- \$205.92
Project Manager I	\$153.60	- \$192.00
Project Engineer II	\$148.80	- \$161.60
Project Engineer I	\$126.40	- \$140.80
Engineer	\$84.42	- \$128.00
Surveyors		
Chief of Survey	\$171.20	- \$171.20
Surveyor II	\$120.16	- \$120.16
Surveyor I	\$80.00	- \$80.00
Technical		
Senior Technician	\$169.60	- \$169.60
Tech. IV	\$158.40	- \$158.40
Technician III	\$124.80	- \$140.80
Technician II	\$104.96	- \$112.00
Technician I	\$67.20	- \$102.40
Office Services and Records		
Administrative	\$59.52	- \$128.00

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

Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost. A 10% administration fee may be charged on outside expenses.

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

Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 58.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

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

Updated 12/26/21

CLOSED SESSION