

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, ILLINOIS
6:30 P.M.
TUESDAY, FEBRUARY 18, 2025
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 JANUARY 21, 2025
2. APPROVAL OF WARRANTS
3. TREASURER'S REPORT FOR JANUARY 31, 2025

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. RESOLUTION NUMBER 1-2025 A RESOLUTION APPROVING A JOINT FUNDING AGREEMENT FOR FEDERALLY FUNDED CONSTRUCTION WITH IDOT FOR BIKE PATH PROJECT AND APPROVING EXPENDITURE OF FUNDS FOR THE BIKE PATH PROJECT (VILLAGE ADMINISTRATOR JILL APPLEBEE)

NEW BUSINESS

1. ORDINANCE NUMBER 2025-3 AN ORDINANCE APPROVING A VARIANCE TO CONVERT BILLBOARD TO A DIGITAL BILLBOARD ON PROPERTY DESCRIBED AS PART OF THE SW ¼ OF THE NW ¼ OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN IN MACON COUNTY ILLINOIS (PART OF "FORSYTH PLAZA SOUTH") (PIN: 07-07-23-151-004) (PLANNING AND ZONING DIRECTOR RYAN RALEIGH)
2. ORDINANCE NUMBER 2025-4 AN ORDINANCE APPROVING AN AGGREGATION PROGRAM AGREEMENT BETWEEN THE VILLAGE OF FORSYTH, ILLINOIS, AND ILLINOIS POWER MARKETING LLC D/B/A HOMEFIELD ENERGY (VILLAGE ADMINISTRATOR JILL APPLBEE)
3. RESOLUTION NUMBER 2-2025 A RESOLUTION APPROVING A LEASE AGREEMENT WITH MAROA-FORSYTH COMMUNITY UNIT SCHOOL DISTRICT NO. 2 (VILLAGE ADMINISTRATOR JILL APPLEBEE)
4. RESOLUTION NUMBER 3-2025 A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF DECATUR RELATED TO URBAN TRANSIT NETWORK (VILLAGE ADMINISTRATOR JILL APPLBEE)
5. RESOLUTION NUMBER 4-2025 A RESOLUTION APPROVING AN EXCLUSIVITY AGREEMENT WITH BLUEROCK EVENT SOLUTIONS (VILLAGE ADMINISTRATOR JILL APPLBEE)
6. DISCUSSION AND POTENTIAL ACTION REGARDING DESIGN AND BIDDING ON FORSYTH BIKE PATH REHABILITATION (VILLAGE ENGINEER JEREMY BUENING)
7. DISCUSSION AND POTENTIAL ACTION REGARDING LIBRARY CHILDREN'S AREA FURNITURE (LIBRARY DIRECTOR MELANIE WIEGEL)
8. DISCUSSION AND POTENTIAL ACTION REGARDING PRAIRIE WINDS STORMWATER AND UTILITY DESIGN FOR NEW ROAD – PHASE A (VILLAGE ENGINEER JEREMY BUENING)
9. DISCUSSION AND POTENTIAL ACTION REGARDING HOPE AND MARION ROADS (VILLAGE

- ADMINISTRATOR JILL APPLEBEE)
10. DISCUSSION AND POTENTIAL ACTION REGARDING HENDRIAN REDEVELOPMENT GRANT (VILLAGE ADMINISTRATOR JILL APPLEBEE)
 11. DISCUSSION AND POTENTIAL ACTION REGARDING 2025 ANNUAL ROADWAY MAINTENANCE (VILLAGE ENGINEER JEREMY BUENING)
 12. DISCUSSION AND POTENTIAL ACTION REGARDING HOTEL/MOTEL TAX FUND REQUEST FOR FUNDING (VILLAGE ADMINISTRATOR JILL APPLEBEE)

ADJOURNMENT

Topic: Feb 18, 2024

Time: Feb 18, 2025 06:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/87402950991?pwd=xawr09TqQJxxPQSNbsSC4Ztaveq7bb.1>

Meeting ID: 874 0295 0991

Passcode: 692820

One tap mobile

+13126266799,,87402950991#,,,,*692820# 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, JANUARY 21, 2025
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 Jeff London, Trustee Dave Wendt, Trustee Lauren Young, Trustee Jeremy Shaw

Absent: Trustee Bob Gruenewald

Staff Present: Village Treasurer Rhonda Stewart, Village Clerk Cheryl Marty, Village Attorney Lisa Petrilli, Village Engineer Representative Stephanie Brown, Village Library Director Melanie Weigel, Public Works Director Darin Fowler, Planning and Zoning Director Ryan Raleigh

Absent: Village Administrator Jill Applebee

Others Present: Darryl Dougherty, Corey Zelhart

PRESENTATION OF VILLAGE FARMLAND PRODUCTIVITY 2024

Corey Zelhart from Busey Ag Services gave a report on the 2024 productivity results on the Village farmland. Income from the 2023 crop sold in 2024 was \$131,244.42. 2024 expenses were \$48,931.41 which resulted in a net 2024 distribution of \$90,000 to the Village of Forsyth which was up from the 2023 distribution. Considering declining commodity prices heading into 2025 the net income will likely decline. He also noted that all crop land will be planted in soybeans in 2025 instead of a mix of corn and soybeans.

CONSENT AGENDA

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF DECEMBER 19, 2024
2. APPROVAL OF WARRANTS
3. APPROVAL OF TREASURER'S REPORT FOR THE MONTH OF DECEMBER 31, 2024

MOTION

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

Johnson seconded the Motion.

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

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

Sheriff Deputy Hale reported numerous speeding tickets have been issued on Highway 20, Stevens Creek area and Hickory Point Road. He also confirmed that he and Deputy Casner are being reassigned elsewhere in Macon County and two new deputies will soon be assigned to the Village. The Board members commented on how professional and personable they both are and have always made a positive appearance within the Village.

2. Village Staff Reports

Public Works Director Fowler confirmed that the Sports and Nature Park pipe repair is still ongoing weather and workload permitting, and that winter grass has been planted. He also shared that the punch list is still being worked on for Well 7. Mayor Peck shared that Forsyth won the Mayor's challenge for bell ringing, that we received a trophy for it and thanked all who participated. Trustee Wendt praised the Public Works department for the excellent handling of the snowstorm. Trustee Shaw inquired about how the water fund worked and Treasurer Stewart explained. Trustee Shaw thanked her also for the report showing all funds and also congratulated Library Director Weigel for all the great activity at the library.

OLD BUSINESS

1. DISCUSSION AND POTENTIAL ACTION REGARDING 4TH QUARTER INVESTMENTS (VILLAGE TREASURER RHONDA STEWART)

Village Treasurer Stewart explained the status of the 4th quarter investments. A brief discussion ensued.

No Motion needed.

NEW BUSINESS

1. ORDINANCE NUMBER 2025-1 AN ORDINANCE APPROVING PRELIMINARY PLAT FOR MINOR SUBDIVISION OF PROPERTY AT 260 E. WEAVER ROAD, FORSYTH, MACON COUNTY, ILLINOIS (PIN: 07-07-14-305-018) (PLANNING AND ZONING DIRECTOR RYAN RALEIGH)

Planning and Zoning Director Raleigh explained the plans for 260 E. Weaver Road by owner Darrel Dougherty. These plans received unanimous approval from the Planning and Zoning Commission. A brief discussion ensued. Owner Darrel Dougherty answered some questions from the Board.

MOTION

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

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

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

Motion declared carried.

2. ORDINANCE NUMBER 2025-2 AN ORDINANCE APPROVING A VARIANCE RELATING TO SETBACK REQUIREMENTS FOR THE PROPERTY LOCATED AT 260 E. WEAVER ROAD, FORSYTH, MACON COUNTY, ILLINOIS (PIN: 07-07-14-305-018) (PLANNING AND ZONING DIRECTOR RYAN RALEIGH)

Planning and Zoning Director Raleigh explained the traditional setbacks that exist on this lot sits on an odd property line. The Trustees had several questions and comments which Village Attorney Petrilli answered along with Village Engineer Representative Brown.

MOTION

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

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

Yeas: 4 – Johnson, Wendt, Young, Shaw

Nays: 1 – London

Absent: 1 – Gruenewald

Motion declared carried.

3. DISCUSSION AND POTENTIAL ACTION REGARDING REAPPOINTMENT OF
PLANNING AND ZONING COMMISSIONERS (PLANNING AND ZONING
DIRECTOR RYAN RALEIGH)

Planning and Zoning Director Raleigh explained that Commissioner Larry Perkins and Alternate Commissioner Colleen Brinkoetter were unanimously approved by the Planning and Zoning Commission for reappointment. These are 5-year terms and their current terms are expiring. Mayor Peck approved it once the Board agreed to the reappointments.

MOTION

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

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

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

Nays: 0 – None

Absent: 1 – Gruenewald

Motion declared carried.

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 7:25 P.M.

By: *Cheryl Marty*
Village Clerk

CONSENT AGENDA

ITEM 2

SYS DATE:01/30/25

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 47
Tuesday December 31,2024

SYS TIME:09:55
[NW1]

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DATE: 12/31/24

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 BYRNE & JONES CONSTRUCTION 123124-01	16-00-893-1	BALL DIAMOND BACKSTOPS	163989.76	163989.76
01 DECATUR PUBLIC TRANSIT SYSTEM 11926	01-10-913	2024 BUS FEES	13438.86	13438.86
01 DECATUR COMPUTERS INC DCI49540	01-11-537	FIX D. FOWLER PRINTER	180.00	180.00
01 MIDSTATE OVERHEAD DOORS INC 6014649	01-41-511	REPAIR NORTH SIDE EAST DOOR	605.00	605.00
01 MACON COUNTY SHERIFF/ 123124	01-11-535	4TH QTR SHERIFF FEES	154398.50	154398.50
01 SORLING, NORTHRUP, HANNA, CULL 226872	01-11-533	DEC '24 LEGAL SERVICES	3567.60	3450.00
227179	01-11-533	DEC '24 WESTERMAN LEGAL FEES		117.60
** TOTAL CHECKS TO BE ISSUED			336179.72	

SYS DATE:01/30/25

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 47
Tuesday December 31,2024

SYS TIME:09:55
[NW1]

DATE: 12/31/24

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
GENERAL FUND			172189.96	
HOTEL/MOTEL TAX FUND			163989.76	
*** GRAND TOTAL ***			336179.72	
TOTAL FOR REGULAR CHECKS:			336,179.72	

DATE: 02/04/25

Tuesday February 04,2025

PAGE 1

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 AMBERLYN SUMPTER 013125	01-11-929-1	REFUND FOR COMM ROOM 2-1	100.00	100.00
01 AIR KING HEATING & AIR 123433	01-53-512	CLEAN & CHECK 7 FURNANCES	345.00	230.00
123434	01-53-511	CLEAN & CHECK COMM ROOM FURNACES		115.00
01 AMERICAN WATERWORKS ASSC S0207766	51-00-560	D. FOWLER YEARLY MEMBERSHIP	264.00	264.00
01 BROWN'S TRUCK ACCESSORIES INC 013125	01-41-612	EQUIP MAINT-ICE REMOVAL EQUIP	87.00	87.00
01 BURDICK PLUMBING & HEATING CO, 11425	51-00-549	REPAIR WATERMAIN LEAK 132 S SMITH	1656.00	1656.00
01 CONSTELLATION NEWENERGY INC. 70078567701	01-41-572	JAN '25 ENTRANCE SIGNS UTILITIES	6887.81	107.95
70078569601	01-41-572	JAN '25 STREET LIGHTING UTILITIES		6779.86
01 BETH E. STRINGER 013125	01-53-672	YEARLY SUBSCRIPTION	28.00	28.00
01 DECATUR COMPUTERS INC DCI51817	01-11-537	SET UP ENCRYPTED EMAIL ACCESS	108.00	108.00
01 DEMCO, INC 7592938	01-53-913	PROGRAMMING	52.98	52.98
01 FOREMOST TRUCK & TRAILER SPECI S 21313	01-41-616	SNOW ICE REMOVAL	1000.11	1000.11
01 CENGAGE LEARNING INC/GALE 86173085	01-53-671	BOOKS	282.24	65.58
86174282	01-53-671	BOOKS		104.21
86472911	01-53-671	BOOKS		62.97
86505710	01-53-671	BOOKS		49.48
01 W. W. GRAINGER, INC. 9380277377	52-00-612	EQUIP MAINT	266.76	266.76
01 ILLINOIS SECTION AMERICAN 200094036	51-00-560	CLASS FOR D. FOWLER	1117.00	28.00
200094037	51-00-560	CLASS FOR M. DANIELS		309.00
200094038	51-00-560	CLASS FOR D. FOWLER		109.00
200094039	51-00-560	CLASSES FOR M. DANIELS & D. DUNN		218.00
200094422	51-00-549	CLASS FOR M. DANIELS		453.00
01 ILLINOIS GIS ASSOCIATION 2995	01-41-560	D. FOWLER REGIONAL MEETING	75.00	75.00
01 INDUSTRIAL RUBBER, INC 35580216	51-00-612	EQUIP MAINT CONE 1	182.42	27.42
35580221	51-00-612	EQUIP MAINT CONE 1		155.00
01 JULIE, INC. 2025-0614	51-00-549	2025 ANNUAL ASSESSMENT	5125.25	5125.25
01 KOENIG BODY & EQUIPMENT, INC. 97464	01-41-613	VEHICLE MAINT 6500 VALVE	146.87	146.87
01 LORRETTA'S WORK BOOTS 537466	01-41-471	SAFETY BOOTS J. MENTZER	559.95	200.00

DATE: 02/04/25

Tuesday February 04,2025

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
537467	01-41-471	SAFETY BOOTS J. NEWELL		159.95
537468	01-41-471	SAFETY BOOTS J. BARNETT		200.00
01 LOWE'S COMPANIES, INC.			118.53	
013125	01-52-652	OP SUPPLIES		118.53
01 MENARDS			1578.47	
013125	01-41-652	OP SUPPLIES		273.20
013125	01-41-653	SMALL TOOLS		28.54
013125	01-52-611	BLDG MAINT SUPPLIES		673.93
013125	01-53-611	BLDG MAINT SUPPLIES		288.82
013125	01-52-652	OP SUPPLIES		180.71
013125	51-00-652	OP SUPPLIES		13.71
013125	51-00-612	EQUIP MAINT SUPPLIES		75.40
013125	01-53-913	PROGRAMMING		44.16
01 MIDWEST TAPE, LLC			2000.00	
506676315	01-53-681	ADVANCE DIGITAL PAYMENT		2000.00
01 MISSISSIPPI LIME COMPANY			10587.51	
CD56267	51-00-656	CHEMICALS-LIME		4688.49
CD58716	51-00-656	CHEMICALS-LIME		5899.02
01 MORGAN DISTRIBUTING, INC.			1697.74	
INV-056797	01-41-655	FUEL		711.16
INV-056797	01-52-655	FUEL		986.58
01 QUADIENT, INC			60.00	
61667740	01-11-512	POSTAGE MACHINE RENTAL 2/13/25-5/12		60.00
01 MICHELLE TOMELDEN			100.00	
013125	01-11-929-1	REFUND FOR COMM ROOM 2-23-25		100.00
01 AT & T			586.94	
013125	52-00-552	783 STVNS CRK PHONE LINE		145.72
013125	52-00-552	101 HUNDLEY PHONE LINE		145.73
013125	52-00-552	440 HUNDLEY PHONE LINE		145.73
013125	52-00-552	815 FORSYTH PKWY PHONE LINE		149.76
01 SCHULTE SUPPLY			129.84	
S1224430.001	01-41-652	MARKING PAINT FOR LOCATES		129.84
01 SHERMAN WILLIAMS CO.			109.90	
3521-0	01-52-652	PAINT FOR BENCHES		109.90
01 IMPERIAL DADE			1086.88	
7329013-00	01-52-612	EQUIP MAINT-COMM ROOM		99.33
7329036-00	01-41-616	SNOW ICE REMOVAL		987.55
01 UTILITY SUPPLY OF AMERICA, INC			1991.97	
INV00591657	51-00-652	OP SUPPLY SAFETY		1991.97
01 US POSTAL SERVICE (CAPS)			738.98	
0131225	51-00-549-1	W/S POSTAGE FOR 2-1 BILLING		369.49
0131225	52-00-549-1	W/S POSTAGE FOR 2-1 BILLING		369.49
01 VILL OF FORSYTH			150.00	
013125	01-11-571	W/S UTILITIES 12/20-1/20		150.00
01 WAL-MART			64.71	
013125	01-53-913	PROGRAMMING		42.19
013125	01-53-654	JANITORIAL SUPPLIES		22.52

SYS DATE:01/30/25

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 48

SYS TIME:10:25
[NW1]

DATE: 02/04/25

Tuesday February 04,2025

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
01 WATER SOLUTIONS UNLIMITED, INC 6951375	51-00-656	CHEMICALS-CHLORINE	1565.00	1565.00
01 WILLIAM RUSSELL STUART 013125	01-11-547	105 MAGNOLIA ELECTRIC INSPECTION	60.00	60.00
** TOTAL CHECKS TO BE ISSUED			40910.86	

SYS DATE:01/30/25

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 48

SYS TIME:10:25
[NW1]

DATE: 02/04/25

Tuesday February 04,2025

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
GENERAL FUND			16739.92	
WATER OPERATIONS			22947.75	
SEWER OPERATIONS			1223.19	
*** GRAND TOTAL ***			40910.86	
TOTAL FOR REGULAR CHECKS:			30,323.35	
TOTAL FOR DIRECT PAY VENDORS:			10,587.51	

SYS DATE:02/14/25

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 49

SYS TIME:08:04
[NW1]

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DATE: 12/31/24

Tuesday December 31, 2024

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 AGGRESSIVE DEVELOPMENTS OF 123124	18-00-928	'24 TIF MCALISTER'S	12587.62	12587.62
01 BEYERS CONSTRUCTION CO INC 123124-6	38-00-863-1	FAMILY SPORTS & NATURE PARK PHASE 1	113083.75	113083.75
01 CONSTELLATION NEWENERGY INC. 69127655601	01-11-571	DEC '24 ELECTRIC UTILITIES	11357.80	518.85
69127655601	01-41-571	DEC '24 ELECTRIC UTILITIES		1044.11
69127655601	01-41-572	DEC '24 ELECTRIC UTILITIES		336.06
69127655601	01-41-579	DEC '24 ELECTRIC UTILITIES		473.49
69127655601	01-52-571	DEC '24 ELECTRIC UTILITIES		2384.62
69127655601	01-53-571	DEC '24 ELECTRIC UTILITIES		1561.60
69127655601	51-00-571	DEC '24 ELECTRIC UTILITIES		3939.05
69127655601	52-00-571	DEC '24 ELECTRIC UTILITIES		1100.02
01 GAMETIME PJI-0224612	30-00-837	INSTALLATION OF MAIN PARK PLAYGROUN	80115.00	80115.00
01 HICKORY POINT BANK 123124	18-00-928	'24 TIF HICKORY POINT BANK	9688.28	9688.28
01 MAROA-FORSYTH SCHOOL DISTRICT 123124-1	01-11-999-7	NOV '24 NON HOME RULE TAX	94651.49	94651.49
01 MANSFIELD POWER & GAS LLC 123124	01-11-571	DEC '24 GAS UTILITIES	1670.96	118.83
123124	01-41-571	DEC '24 GAS UTILITIES		295.36
123124	01-53-571	DEC '24 GAS UTILITIES		606.38
123124	51-00-571	DEC '24 GAS UTILITIES		650.39
** TOTAL CHECKS TO BE ISSUED			323154.90	

SYS DATE:02/14/25

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 49
Tuesday December 31,2024

SYS TIME:08:04
[NW1]

DATE: 12/31/24

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
GENERAL FUND			101990.79	
TIF DISTRICT FUND			22275.90	
CAPITAL PROJECT FUND			80115.00	
FORSYTH FAMILY SPORTS/NATURE PAR			113083.75	
WATER OPERATIONS			4589.44	
SEWER OPERATIONS			1100.02	
*** GRAND TOTAL ***			323154.90	
TOTAL FOR REGULAR CHECKS:			323,154.90	

DATE: 02/18/25

Tuesday February 18,2025

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 AMEREN ILLINOIS			1870.58	
021424	01-41-571	JAN '25 GAS UTILITIES		184.78
021424	01-41-571	DEC '24 GAS UTILITIES		182.43
021424	01-53-571	DEC '24 GAS UTILITIES		477.78
021424	51-00-571	DEC '24 GAS UTILITIES		324.12
021424	51-00-571	JAN '25 GAS UTILITIES		453.97
021425	51-00-571	JAN '25 WELL #3 UTILITIES		247.50
01 AT&T MOBILITY			118.44	
287346884574x01	51-00-552	JAN '25 WELL #7 PHONES		118.44
01 BABY TALK, INC.			320.00	
BT 012025 007	01-53-913	JAN '25 TALK TIMES		320.00
01 BADGER METER INC			4510.44	
80183955	51-00-549	METERS		4510.44
01 BAKER & TAYLOR, INC			1395.18	
021425	01-53-671	BOOKS		550.27
021425-2	01-53-671	BOOKS		819.60
021524-1	01-53-671	BOOKS		25.31
01 CARDMEMBER SERVICE			9339.03	
021425	01-53-651-1	COMPUTER/EQUIPMENT		2430.97
021425	01-53-659	LIBRARY SUPPLIES		29.10
021425	01-41-613	VEHICLE MAINT SUPPLIES		12.00
021425	01-41-929	MISC EXP		198.78
021425	01-53-913	PROGRAMMING		513.83
021425	01-11-537	IT SERVICE		573.00
021425	01-41-652	OP SUPPLIES		1034.57
021425	01-41-653	SMALL TOOLS		109.99
021425	01-53-681	AUDIO VISUAL		35.48
021425	52-00-560	PROF DEVELOPMENT		650.00
021425	01-11-537	IT SERVICE		216.00
021425	01-41-560	PROF DEVELOPMENT		825.00
021425	01-11-560	PROF DEVELOPMENT		406.07
021425	01-53-560	PROF DEVELOPMENT		340.00
021425	01-53-651	OFFICE SUPPLIES		50.30
021425	01-11-929	MISC EXP		27.98
021425	01-11-651	OFFICE SUPPLIES		130.45
021425	01-53-912	LIBRARY ACCESSORIES		66.12
021425	01-10-929	JACKETS		606.98
021425	01-53-471	JACKETS		540.07
021425	51-00-571	JACKETS		55.18
021425	52-00-571	JACKETS		55.18
021425	01-11-651	OFFICE SUPPLIES		209.59
021425	01-52-617	GROUND MAINT SUPPLIES		222.39
01 HEALTH CARE SERVICE CORPORATIO			27782.09	
021425	01-11-451	MAR '25 HEALTH INSURANCE		912.01
021425	01-11-451	MAR '25 HEALTH INSURANCE		1596.02
021425	01-11-451	MAR '25 HEALTH INSURANCE		912.01

DATE: 02/18/25

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
021425	01-11-451	MAR '25 HEALTH INSURANCE		912.01
021425	01-11-451	MAR '25 HEALTH INSURANCE		912.01
021425	01-52-451	MAR '25 HEALTH INSURANCE		1596.02
021425	01-52-451	MAR '25 HEALTH INSURANCE		912.01
021425	01-52-451	MAR '25 HEALTH INSURANCE		1493.42
021425	01-52-451	MAR '25 HEALTH INSURANCE		2177.42
021425	01-52-451	MAR '25 HEALTH INSURANCE		2177.42
021425	01-53-451	MAR '25 HEALTH INSURANCE		2177.42
021425	01-53-451	MAR '25 HEALTH INSURANCE		912.01
021425	01-53-451	MAR '25 HEALTH INSURANCE		2177.42
021425	01-53-451	MAR '25 HEALTH INSURANCE		912.01
021425	01-41-451	MAR '25 HEALTH INSURANCE		912.01
021425	01-41-451	MAR '25 HEALTH INSURANCE		2177.42
021425	01-41-451	MAR '25 HEALTH INSURANCE		912.01
021425	01-41-451	MAR '25 HEALTH INSURANCE		912.01
021425	51-00-451	MAR '25 HEALTH INSURANCE		2177.42
021425	52-00-451	MAR '25 HEALTH INSURANCE		912.01
01 BROWN'S TRUCK ACCESSORIES INC			87.00	
1022214GB	01-41-652	OP SUPPLY-HITCH EXTENSION		87.00
01 BURDICK PLUMBING & HEATING CO,			498.00	
11597	51-00-512	REPAIR WATER LEAK NORTH WTR TWR		498.00
01 CORN BELT ENERGY CORPORATION			3071.01	
021425	51-00-571	JAN '25 WELL #6 UTILITIES		1214.82
021425-1	51-00-571	JAN '25 WELL #7 UTILITIES		1856.19
01 CHARD SNYDER			390.00	
10728	01-11-549	JAN '25 HRA/COBRA INSURANCE		4.50
10728	01-11-549	JAN '25 HRA/COBRA INSURANCE		4.50
10728	01-11-549	JAN '25 HRA/COBRA INSURANCE		4.50
10728	01-11-549	JAN '25 HRA/COBRA INSURANCE		4.50
10728	01-11-549	JAN '25 HRA/COBRA INSURANCE		4.50
10728	01-11-549	JAN '25 HRA/COBRA INSURANCE		4.50
10728	01-11-549	JAN '25 HRA/COBRA INSURANCE		4.50
10728	01-11-549	JAN '25 HRA/COBRA INSURANCE		4.50
10728	01-11-549	JAN '25 HRA/COBRA INSURANCE		4.50
10728	01-11-549	JAN '25 HRA/COBRA INSURANCE		4.50
10728	01-11-549	JAN '25 HRA/COBRA INSURANCE		4.50
10728	01-11-549	JAN '25 HRA/COBRA INSURANCE		4.50
10728	01-11-549	JAN '25 HRA/COBRA INSURANCE		4.50
10728	01-11-549	JAN '25 HRA/COBRA INSURANCE		4.50
10728	01-11-549	JAN '25 HRA/COBRA INSURANCE		4.50
10728	01-11-549	JAN '25 HRA/COBRA INSURANCE		4.50
10728	01-11-549	JAN '25 HRA/COBRA INSURANCE		4.50
10728	01-11-549	JAN '25 HRA/COBRA INSURANCE		4.50
10728	01-11-451	HRA ANNUAL RENEWAL		100.00
10728	01-11-451	POP ANNUAL RENEWAL		200.00

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
01 CHASTAIN & ASSOCIATES, LLC			23437.26	
021425	01-11-532	JAN '25 2025 ADMIN ADVISORY		1012.80
021425	01-11-532	2024/2025 ADMIN ADVISORY		182.40
021425	01-11-532	SITE PLAN REVIEW BUD & RITA'S		2338.97
021425	01-52-532	PARK DEPT ADVISORY		64.90
021425	01-52-532	PARK DEPT ADVISORY		1108.80
021425	01-41-532	STREET DEPT ADVISORY		640.90
021425	30-00-864-4	WOODLAND HILLS PAVEMENT REHAB		3876.81
021425	38-00-863-1	SPORTS NATURE PARK		8252.77
021425	30-00-860	PARKING LOT A RECONSTRUCTION		491.94
021425	15-00-874-2	BARNETT AVE RECONSTRUCTION		5466.97
01 CLOSS ELECTRIC COMPANY, INC			157.50	
27560	52-00-512	REPAIR STEVENS CREEK LIFT STATION		157.50
01 COLUMN SOFTWARE PBC			179.97	
DEABD574-0028	01-11-553	P&Z AD FOR 2-27 MEETING		179.97
01 COMCAST CABLE			1380.44	
021425	01-11-552	VH FEB '25 PHONE/INTERNET SERVICES		395.10
021425	01-41-552	PW FEB '25 PHONE/INTERNET SERVICES		292.09
021425	01-53-552	LIB FEB '25 PHONE/INTERNET SERVICES		389.02
021425	51-00-552	LIB FEB '25 PHONE/INTERNET SERVICES		304.23
01 CONFIDENTIAL ON SITE PAPER SHR			64.25	
157445	01-11-549	ON-SITE SHREDDING 1-28		64.25
01 CONXXUS			306.00	
INV-183960	01-52-549	FEB '25 INTERNET ANNOUNCERS BOOTH		153.00
INV-183998	01-52-549	FEB '25 INTERNET CONCESSION STAND		153.00
01 DEBRA ANN MILLER			497.00	
030425	01-53-913	PROGRAMMING		497.00
01 DECATUR COMPUTERS INC			3223.20	
DCI51771	01-11-537	ANNUAL BACKUP & D/R SERVICE		2748.00
DCI51852	01-11-537	OFFICE 365 MONTHLY SUBSCRIPTIONS		394.20
DCI51941	01-11-537	SET UP OF NEW COPIER		81.00
01 DELTA DENTAL OF ILLINOIS-RISK			508.25	
021425	01-11-451	MAR '25 DENTAL INSURANCE		26.75
021425	01-11-451	MAR '25 DENTAL INSURANCE		26.75
021425	01-11-451	MAR '25 DENTAL INSURANCE		26.75
021425	01-11-451	MAR '25 DENTAL INSURANCE		26.75
021425	01-52-451	MAR '25 DENTAL INSURANCE		26.75
021425	01-52-451	MAR '25 DENTAL INSURANCE		26.75
021425	01-52-451	MAR '25 DENTAL INSURANCE		26.75
021425	01-52-451	MAR '25 DENTAL INSURANCE		26.75
021425	01-52-451	MAR '25 DENTAL INSURANCE		26.75
021425	01-52-451	MAR '25 DENTAL INSURANCE		26.75
021425	01-52-451	MAR '25 DENTAL INSURANCE		26.75
021425	01-53-451	MAR '25 DENTAL INSURANCE		26.75
021425	01-53-451	MAR '25 DENTAL INSURANCE		26.75
021425	01-53-451	MAR '25 DENTAL INSURANCE		26.75
021425	01-53-451	MAR '25 DENTAL INSURANCE		26.75
021425	01-41-451	MAR '25 DENTAL INSURANCE		26.75

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
021425	01-41-451	MAR '25 DENTAL INSURANCE		26.75
021425	01-41-451	MAR '25 DENTAL INSURANCE		26.75
021425	01-41-451	MAR '25 DENTAL INSURANCE		26.75
021425	51-00-451	MAR '25 DENTAL INSURANCE		26.75
021425	52-00-451	MAR '25 DENTAL INSURANCE		26.75
01 ESTECH SYSTEMS INC. 183756	01-11-552	VH FEB '25 PHONES	270.19	270.19
01 MACON COUNTY 021425	01-11-549	ANNUAL ALERT NOTIFICATION SYSTEM	365.23	365.23
01 CENGAGE LEARNING INC/GALE 86592549	01-53-671	BOOKS	333.81	89.24
86778936	01-53-671	BOOKS		194.34
86792360	01-53-671	BOOKS		50.23
01 GREGORY CLOSS 021425	01-11-547	106 MAGNOLIA ELECTRIC INSPECT	60.00	60.00
01 HOBBY LOBBY STORES, INC. 021425	01-10-917	BINGO	144.07	14.56
021425	01-11-929	MISC EXP		129.51
01 LINCOLN FINANCIAL GROUP 021425	01-11-451	MAR '25 LIFE/ADD/STD INSURANCE	330.60	16.53
021425	01-11-451	MAR '25 LIFE/ADD/STD INSURANCE		16.53
021425	01-11-451	MAR '25 LIFE/ADD/STD INSURANCE		16.53
021425	01-11-451	MAR '25 LIFE/ADD/STD INSURANCE		16.53
021425	01-52-451	MAR '25 LIFE/ADD/STD INSURANCE		16.53
021425	01-52-451	MAR '25 LIFE/ADD/STD INSURANCE		16.53
021425	01-52-451	MAR '25 LIFE/ADD/STD INSURANCE		16.53
021425	01-52-451	MAR '25 LIFE/ADD/STD INSURANCE		16.53
021425	01-52-451	MAR '25 LIFE/ADD/STD INSURANCE		16.53
021425	01-53-451	MAR '25 LIFE/ADD/STD INSURANCE		16.53
021425	01-53-451	MAR '25 LIFE/ADD/STD INSURANCE		16.53
021425	01-53-451	MAR '25 LIFE/ADD/STD INSURANCE		16.53
021425	01-53-451	MAR '25 LIFE/ADD/STD INSURANCE		16.53
021425	01-53-451	MAR '25 LIFE/ADD/STD INSURANCE		16.53
021425	01-41-451	MAR '25 LIFE/ADD/STD INSURANCE		16.53
021425	01-41-451	MAR '25 LIFE/ADD/STD INSURANCE		16.53
021425	01-41-451	MAR '25 LIFE/ADD/STD INSURANCE		16.53
021425	01-41-451	MAR '25 LIFE/ADD/STD INSURANCE		16.53
021425	51-00-451	MAR '25 LIFE/ADD/STD INSURANCE		16.53
021425	52-00-451	MAR '25 LIFE/ADD/STD INSURANCE		16.53
01 MACON COUNTY RECORDER 4008667	01-11-553	RELEASE LIEN 110 HICKORY PT CT	53.00	53.00
01 MENARDS 021425	01-41-613	VEHICLE MAINT SUPPLIES	655.04	94.92
021425	01-41-617	GROUND MAINT SUPPLIES		11.88
021425	01-41-652	OP SUPPLIES		73.35
021425	01-41-653	SMALL TOOLS		36.39
021425	01-53-611	BLDG MAINT SUPPLIES		160.91

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
021425	01-53-654	JANITORIAL SUPPLIES		43.42
021425	01-41-654	JANITORIAL SUPPLIES		2.29
021425	01-52-611	BLDG MAINT SUPPLIES		89.96
021425	01-52-612	EQUIP MAINT SUPPLIES		35.98
021425	01-52-652	OP SUPPLIES		69.79
021425	01-53-651	OFFICE SUPPLIES		10.99
021425	01-53-913	PROGRAMMING		25.16
01 MISSISSIPPI LIME COMPANY			15680.85	
CD61160	51-00-656	CHEMICALS-LIME		5561.77
CD63873	51-00-656	CHEMICALS-LIME		5844.93
CD65391	51-00-656	CHEMICALS-LIME		4274.15
01 VERIZON WIRELESS			234.63	
6105203899	01-41-552	JAN '25 CELL PHONES		36.01
6105203899	01-52-552	JAN '25 CELL PHONES		42.20
6105203899	51-00-552	JAN '25 CELL PHONES		114.22
6105203899	52-00-552	JAN '25 CELL PHONES		42.20
01 MORGAN DISTRIBUTING, INC.			944.09	
INV-059787	01-41-655	FUEL		865.98
INV-060814	01-41-612	FUEL TANK REPAIR		78.11
01 NAPA AUTO PARTS			43.48	
125611	01-52-612	EQUIP MAINT SMALL KUBOTA		43.48
01 PEERLESS CLEANERS			21731.45	
D25-1049-WTR	52-00-512	SEWER CLEANUP AT 776 STVNS CRK BLVD		12927.40
D25-1050-WTR	52-00-512	SEWER CLEAN UP AT 778 STVNS CRK BLV		8804.05
01 PROQUEST LLC			1700.00	
70884420	01-53-921	ANCESTORY LIBRARY		1700.00
01 PAYMENT SERVICE NETWORK, INC			675.15	
307035	51-00-549-2	W/S ONLINE SERVICES FOR JAN '25		337.57
307035	52-00-549-2	W/S ONLINE SERVICES FOR JAN '25		337.58
01 MARK ANTHONY L BAGAIH			100.00	
021425	01-11-929-1	REFUND FOR COMM ROOM 3-16-25		100.00
01 SAM'S CLUB/GECF			438.30	
021425	01-41-654	JANITORIAL SUPPLIES		221.80
021425	01-11-651	OFFICE SUPPLIES		216.50
01 SANITARY DISTRICT			25290.63	
25-0003513	52-00-578	JAN '25 SEWER DISCHARGE FEE		25290.63
01 SCHIMBERG CO			9.76	
47808-00	52-00-612	EQUIP MAIN - STEVENS CREEK		9.76
01 SHERMAN WILLIAMS CO.			54.95	
3897-4	01-52-652	PAINT FOR PICNIC TABLES		54.95
01 IMPERIAL DADE			957.40	
7327744-00	01-41-652	OP SUPPLY GRAFFITI REMOVER		327.40
7328707-00	01-41-616	SNOW & ICE REMOVAL		630.00
01 STOLLEY TERMITE & PEST CONTROL			45.00	
021425	01-11-511	VH MONTHLY BUG SPRAY		45.00
01 SVENDSEN FLORIST			65.00	
11906	01-10-929	FLOWERS FOR ROGER LAWYER		65.00

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 THIRD MILLENNIUM ASSOCIATES, I			434.36	
32400	51-00-549-1	W/S BILLING SERV FOR 2-1 BILLS		217.18
32400	52-00-549-1	W/S BILLING SERV FOR 2-1 BILLS		217.18
01 UTILITY SUPPLY OF AMERICA, INC			202.76	
INV00593560	51-00-652	OP SUPPLY SAFETY		187.77
INV00593605	51-00-652	OP SUPPLY SAFETY		14.99
01 VERMEER SALES & SERVICE			1211.09	
573070	01-41-512	EQUIP SERVICE-CHIPPER		1211.09
01 VISION SERVICE PLAN			177.30	
021425	01-11-451	MAR '25 VISION INSURANCE		9.85
021425	01-11-451	MAR '25 VISION INSURANCE		9.85
021425	01-11-451	MAR '25 VISION INSURANCE		9.85
021425	01-11-451	MAR '25 VISION INSURANCE		9.85
021425	01-52-451	MAR '25 VISION INSURANCE		9.85
021425	01-52-451	MAR '25 VISION INSURANCE		9.85
021425	01-52-451	MAR '25 VISION INSURANCE		9.85
021425	01-52-451	MAR '25 VISION INSURANCE		9.85
021425	01-53-451	MAR '25 VISION INSURANCE		9.85
021425	01-53-451	MAR '25 VISION INSURANCE		9.85
021425	01-53-451	MAR '25 VISION INSURANCE		9.85
021425	01-53-451	MAR '25 VISION INSURANCE		9.85
021425	01-41-451	MAR '25 VISION INSURANCE		9.85
021425	01-41-451	MAR '25 VISION INSURANCE		9.85
021425	01-41-451	MAR '25 VISION INSURANCE		9.85
021425	01-41-451	MAR '25 VISION INSURANCE		9.85
021425	51-00-451	MAR '25 VISION INSURANCE		9.85
021425	52-00-451	MAR '25 VISION INSURANCE		9.85
01 WAL-MART			70.22	
021425	01-53-913	PROGRAMMING		70.22
01 WATER SOLUTIONS UNLIMITED, INC			1275.20	
6964186	51-00-656	CHEMICALS-CHLORINE		1275.20
01 WASTE MANAGEMENT SERVICES INC			1025.38	
0180666-2754-0	01-41-578	FEB '25 PARK TRASH SERVICE		336.04
0575934-2477-3	01-53-578	FEB '25 LIB TRASH SERVICE		170.86
0575934-2477-3	01-52-578	FEB '25 LIB TRASH SERVICE		256.28
1733064-2477-6	01-41-578	FEB '25 PW TRASH SERVICE		262.20
01 WATTS COPY SYSTEM			445.34	
38469708	01-53-512	JAN '25 LIB COPIER RENTAL		244.23
38528707	01-11-512	VH JAN '25 COPIER RENTAL		201.11
01 WILLIAM RUSSELL STUART			120.00	
021425	01-11-547	325 LEA LN ELECTRIC INSPECT		60.00
021425	01-11-547	105 MAGNOLIA ELECTRIC INSPECT		60.00
** TOTAL CHECKS TO BE ISSUED			154279.92	

SYS DATE:02/14/25

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 50

SYS TIME:08:53
[NW1]

DATE: 02/18/25

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
GENERAL FUND			57093.59	
MOTOR FUEL TAX FUND			5466.97	
CAPITAL PROJECT FUND			4368.75	
FORSYTH FAMILY SPORTS/NATURE PAR			8252.77	
WATER OPERATIONS			29641.22	
SEWER OPERATIONS			49456.62	
*** GRAND TOTAL ***			154279.92	
TOTAL FOR REGULAR CHECKS:			138,599.07	
TOTAL FOR DIRECT PAY VENDORS:			15,680.85	

CONSENT

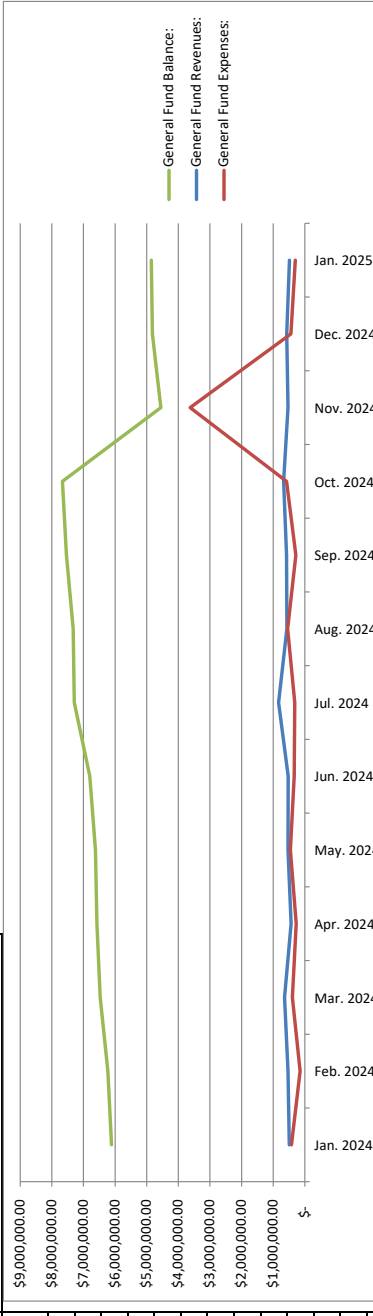
AGENDA ITEM 3

VILLAGE OF FORSYTH
MONTHLY TREASURER'S REPORT
for January 31, 2025 which is 8% into the budget year

Month:	General Fund Revenues:	General Fund Expenses:	General Fund Balance:
Jan. 2024	\$ 493,417.75	\$ 423,201.50	\$ 6,114,053.83
Feb. 2024	\$ 533,171.72	\$ 149,645.26	\$ 6,227,240.19
Mar. 2024	\$ 642,802.78	\$ 393,317.16	\$ 6,470,725.81
Apr. 2024	\$ 434,380.98	\$ 273,272.61	\$ 6,574,834.18
May. 2024	\$ 534,941.59	\$ 459,873.03	\$ 6,619,902.74
Jun. 2024	\$ 524,677.57	\$ 335,872.36	\$ 6,797,721.45
Jul. 2024	\$ 830,314.35	\$ 316,448.13	\$ 7,293,587.67
Aug. 2024	\$ 565,600.64	\$ 542,328.02	\$ 7,324,860.29
Sep. 2024	\$ 577,546.64	\$ 287,078.25	\$ 7,538,328.68
Oct. 2024	\$ 669,228.00	\$ 578,481.75	\$ 7,665,074.93
Nov. 2024	\$ 529,989.40	\$ 3,626,874.56	\$ 4,553,189.77
Dec. 2024	\$ 571,878.42	\$ 443,029.20	\$ 4,819,800.58
Jan. 2025	\$ 488,166.79	\$ 301,170.55	\$ 4,853,035.23

Revenues: Decreased when comparing January 2025 with January 2024; In January 2025 sales and non home rule sales tax, local use tax and comm cntr fees were lower compared to this time last year. This makes up the majority of the decrease. Additional notes in regards to the fund balance; At the end of January 2025 the village has a total of \$400,000.00 invested in two different cd's (2-\$200,000.00 for 91 days at 4.16% rate). The two cd's are part of the fund balance outlined above.

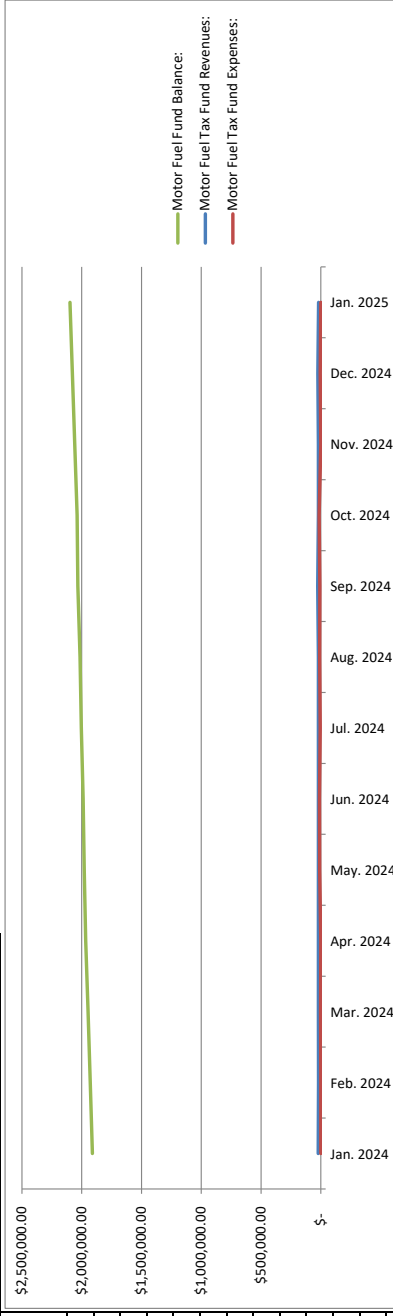
Expenses: Decreased when comparing January 2025 with January 2024; In January 2024 an interfund transfer was completed from general fund to economic development fund in the amount of \$250,000.00. In 2025 an interfund transfer from general fund to economic development was not budgeted. This makes up the majority of the decrease. The Expenses for December 2024 have been adjusted because of back dating invoices to be GAAP compliant (December expenses increased in the amount of \$121,884.90). At the end of January 2025 the water fund owes the general fund a total of \$324,000.00 (\$94,000.00 from September 2024 + \$70,000.00 from October 2024 + \$70,000.00 from November 2024 + \$40,000.00 from December + \$50,000.00 from January). If the water fund did not owe the general fund balance would have been \$5,177,035.23 at the end of January 2025.



MOTOR FUEL TAX FUND:

Month:	Motor Fuel Tax Fund Revenues:	Motor Fuel Tax Fund Expenses:	Motor Fuel Tax Fund Balance:
Jan. 2024	\$ 21,918.94	\$ -	\$ 1,910,739.54
Feb. 2024	\$ 19,214.90	\$ -	\$ 1,929,210.44
Mar. 2024	\$ 20,476.43	\$ 1,954.40	\$ 1,947,732.47
Apr. 2024	\$ 19,517.86	\$ -	\$ 1,967,250.33
May. 2024	\$ 20,924.74	\$ 9,142.08	\$ 1,979,032.99
Jun. 2024	\$ 19,646.91	\$ 11,013.40	\$ 1,987,666.50
Jul. 2024	\$ 20,542.78	\$ 5,414.60	\$ 2,002,794.68
Aug. 2024	\$ 20,304.63	\$ 8,979.00	\$ 2,014,120.31
Sep. 2024	\$ 25,952.92	\$ 7,383.20	\$ 2,032,690.03
Oct. 2024	\$ 20,267.37	\$ 14,107.60	\$ 2,038,849.80
Nov. 2024	\$ 20,005.11	\$ -	\$ 2,058,854.91
Dec. 2024	\$ 24,848.11	\$ 4,774.73	\$ 2,078,928.29
Jan. 2025	\$ 19,404.85	\$ -	\$ 2,098,333.14

Revenues: Decreased when comparing January 2025 with January 2024; The Motor Fuel Tax and the Transportation Renewal Fund revenues are received from the state based upon the amount they collect and Village's population 3,734. In 2020, 2021, 2022 the Village received a total of \$230,004.72 for "The REBUILD Illinois Bond Funds" and must be tracked separate from the other MFT funds our current balance is \$190,951.73 (\$230,004.72 REBUILD Illinois Bond Funds + \$12,788.64 bank interest - \$51,841.63 us route 51 expenses = \$190,951.73). The expenses were approved with resolution 1-2024 and the fund balance will need to be expended by 7/1/2025. The motor fuel tax is lower compared to this time last year. This makes up the majority of the decrease. Additional notes in regards to the fund balance; At the end of January 2025 the village has a total of \$400,000.00 invested in two different cd's (2- \$200,000.00 for 91 days at 4.16% rate). The two cd's are part of the fund balance outlined above.



Expenses: Remained the same when comparing January 2025 with January 2024. There were no expenses that occurred in either year.

HOTEL/MOTEL FUND:

Month:	Hotel/Motel Tax Fund Revenues:	Hotel/Motel Tax Fund Expenses:	Hotel/Motel Tax Fund Balance:
Jan. 2024	\$ 32,458.70	\$ -	\$ 1,909,540.59
Feb. 2024	\$ 42,936.75	\$ 10,000.00	\$ 1,942,477.34
Mar. 2024	\$ 33,848.71	\$ 109,957.00	\$ 1,866,369.05
Apr. 2024	\$ 41,339.43	\$ 3,205.13	\$ 1,904,503.35
May. 2024	\$ 59,596.46	\$ -	\$ 1,964,099.81
Jun. 2024	\$ 54,145.43	\$ -	\$ 2,018,245.24
Jul. 2024	\$ 57,929.24	\$ 7,944.48	\$ 2,068,230.00
Aug. 2024	\$ 47,814.67	\$ (5,000.00)	\$ 2,121,044.67
Sep. 2024	\$ 53,500.82	\$ 1,495.00	\$ 2,173,050.49
Oct. 2024	\$ 51,643.53	\$ -	\$ 2,224,694.02
Nov. 2024	\$ 57,906.69	\$ -	\$ 2,282,600.71
Dec. 2024	\$ 48,873.55	\$ -	\$ 2,331,474.26
Jan. 2025	\$ 33,163.49	\$ 28,000.00	\$ 2,336,637.75

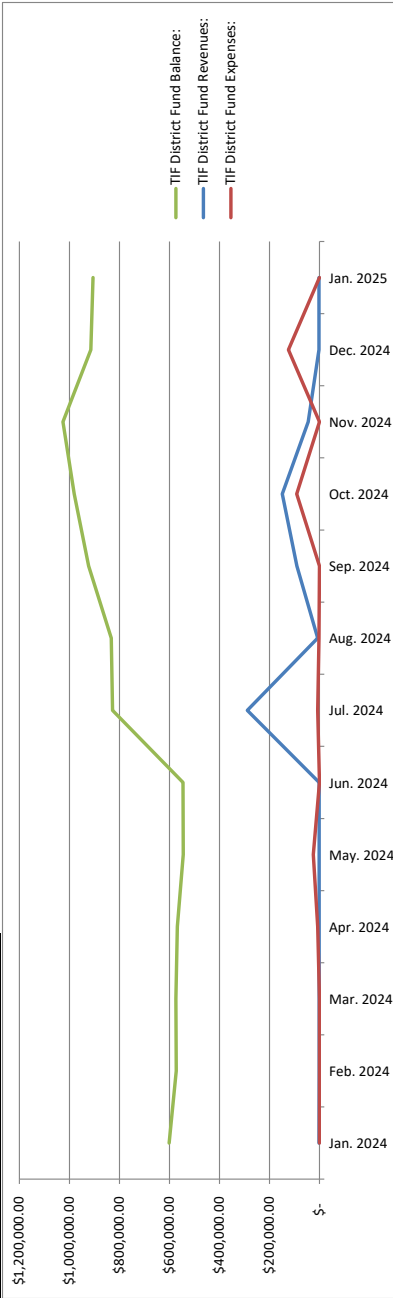


Revenues: Increased when comparing January 2025 with January 2024; At the end of January '25 one of the hotel/motel were behind. The hotel/motel tax revenues were for the month of December '24 (paid to the village in January 2025). The hotel/motel revenues were higher compared to this time last year. This makes up the majority of the increase. Additional notes in regards to the fund balance; At the end of January 2025 the village has a total of \$800,000.00 invested in four different cd's (2- \$200,000.00 for 91 days at 4.51% and 2-\$200,000.00 for 91 days at 4.16% rate). The four cd's are part of the fund balance outlined above.

Expenses: Increased when comparing January 2025 with January 2024; In January 2025 payment for the disc golf tournament was distributed to the coordinator (Nate Heindl) of the event (June 27-29). This makes up the majority of the increase.

TIF DISTRICT FUND:

Month:	TIF District Fund Revenues:	TIF District Fund Expenses:	TIF District Fund Balance:
Jan. 2024	\$ 1,733.44	\$ -	\$ 601,543.63
Feb. 2024	\$ 1,416.92	\$ -	\$ 572,615.57
Mar. 2024	\$ 1,364.86	\$ -	\$ 573,980.43
Apr. 2024	\$ 1,504.94	\$ 7,165.75	\$ 568,319.62
May. 2024	\$ 1,396.68	\$ 25,000.00	\$ 544,716.30
Jun. 2024	\$ 1,253.59	\$ -	\$ 545,969.89
Jul. 2024	\$ 288,571.25	\$ 7,165.75	\$ 827,375.39
Aug. 2024	\$ 7,303.15	\$ 1,800.00	\$ 832,878.54
Sep. 2024	\$ 90,107.69	\$ -	\$ 922,986.23
Oct. 2024	\$ 148,698.89	\$ 91,126.51	\$ 980,558.61
Nov. 2024	\$ 45,262.78	\$ -	\$ 1,025,821.39
Dec. 2024	\$ 2,060.39	\$ 124,179.94	\$ 913,965.90
Jan. 2025	\$ 1,659.25	\$ -	\$ 905,361.09



Revenues: Decreased when comparing January 2025 with January 2024; In January 2025 bank interest was lower. This makes up the majority of the decrease.

Expenses: Remained the same when comparing January 2025 with January 2024. There were no expenses that occurred in either year.

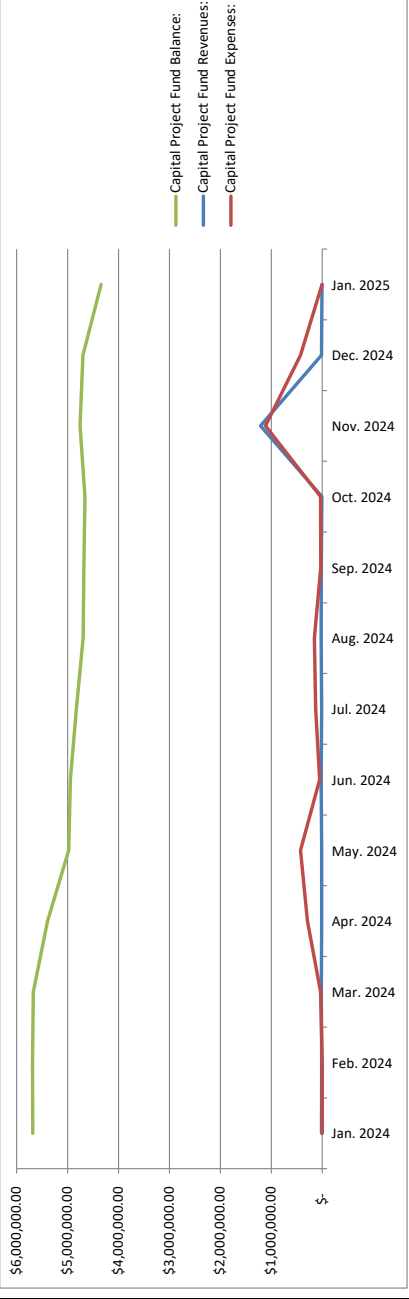
VILLAGE OF FORSYTH
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CAPITAL PROJECT FUND:

Month:	Capital Project Fund Revenues:	Capital Project Fund Expenses:	Capital Project Fund Balance:
Jan. 2024	\$ 15,642.75	\$ -	\$ 5,683,854.15
Feb. 2024	\$ 11,745.61	\$ -	\$ 5,687,854.97
Mar. 2024	\$ 17,256.15	\$ 32,257.23	\$ 5,672,853.89
Apr. 2024	\$ 11,187.97	\$ 290,666.16	\$ 5,393,375.70
May. 2024	\$ 10,199.52	\$ 427,258.81	\$ 4,976,316.41
Jun. 2024	\$ 20,429.54	\$ 50,469.60	\$ 4,946,276.35
Jul. 2024	\$ 9,747.43	\$ 130,500.88	\$ 4,825,522.90
Aug. 2024	\$ 22,357.53	\$ 153,881.82	\$ 4,693,998.61
Sep. 2024	\$ 16,788.73	\$ 29,927.97	\$ 4,680,859.37
Oct. 2024	\$ 7,278.48	\$ 30,717.49	\$ 4,657,420.36
Nov. 2024	\$ 1,211,927.33	\$ 1,115,445.23	\$ 4,753,902.46
Dec. 2024	\$ 13,716.53	\$ 427,219.60	\$ 4,699,286.14
Jan. 2025	\$ 4,577.52	\$ 3,750.00	\$ 4,341,226.91

Revenues: Decreased when comparing January 2025 with January 2024; In January 2025 bank interest is lower compared to this time last year. This makes up the majority of the decrease. Additional notes in regards to the fund balance: At the end of January 2025 the village has a total of \$1,900,000.00 invested in eight different cd's (2 - \$300,000.00 for 91 days at 4.51% rate, 3 - \$200,000.00 for 91 days at 4.16% and 2 - \$200,000.00 for 91 days at 4.16%). The eight cd's are part of the fund balance outlined above.

Expenses: Increased when comparing January 2025 with January 2024; In January 2025 a new trailer was purchased. This makes up the majority of the increase. The Expenses for December 2024 have been adjusted because of back dating invoices to be GAAP compliant (December expenses increased in the amount of \$358,886.75).

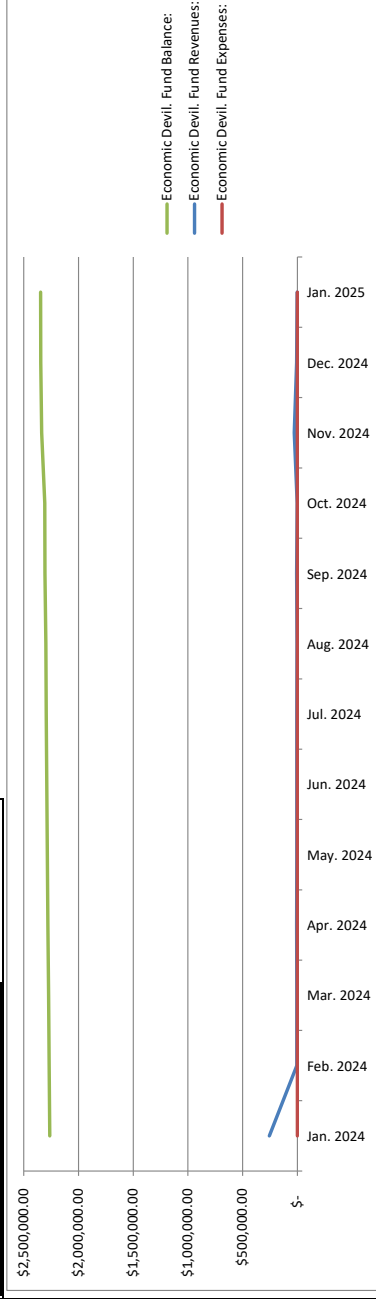


ECONOMIC DEVELOPMENT FUND:

Month:	Economic Devl. Fund Revenues:	Economic Devl. Fund Expenses:	Economic Devl. Fund Balance:
Jan. 2024	\$ 256,320.71	\$ -	\$ 2,262,109.87
Feb. 2024	\$ 5,463.07	\$ -	\$ 2,267,572.94
Mar. 2024	\$ 5,504.78	\$ -	\$ 2,273,077.72
Apr. 2024	\$ 6,153.38	\$ -	\$ 2,279,231.10
May. 2024	\$ 6,015.10	\$ -	\$ 2,285,246.20
Jun. 2024	\$ 4,738.21	\$ -	\$ 2,289,984.41
Jul. 2024	\$ 5,117.40	\$ -	\$ 2,295,101.81
Aug. 2024	\$ 3,031.15	\$ -	\$ 2,298,132.96
Sep. 2024	\$ 7,623.30	\$ -	\$ 2,305,756.26
Oct. 2024	\$ 2,382.04	\$ -	\$ 2,308,138.30
Nov. 2024	\$ 28,621.93	\$ -	\$ 2,336,760.23
Dec. 2024	\$ 6,945.16	\$ -	\$ 2,343,705.39
Jan. 2025	\$ 2,174.33	\$ -	\$ 2,345,879.72

Revenues: Decreased when comparing January 2025 with January 2024; In January 2024 an interfund transfer was completed from general fund to economic development fund in the amount of \$250,000.00. In 2025 an interfund transfer from general fund to economic development was not budgeted. This makes up the majority of the decrease. Additional notes in regards to the fund balance: At the end of January 2025 the village has a total of \$1,200,000.00 invested in six different cd's (4 - \$200,000.00 for 91 days at 4.51% rate and 2 - \$200,000.00 for 91 days at 4.16% rate). The six cd's are part of the fund balance outlined above.

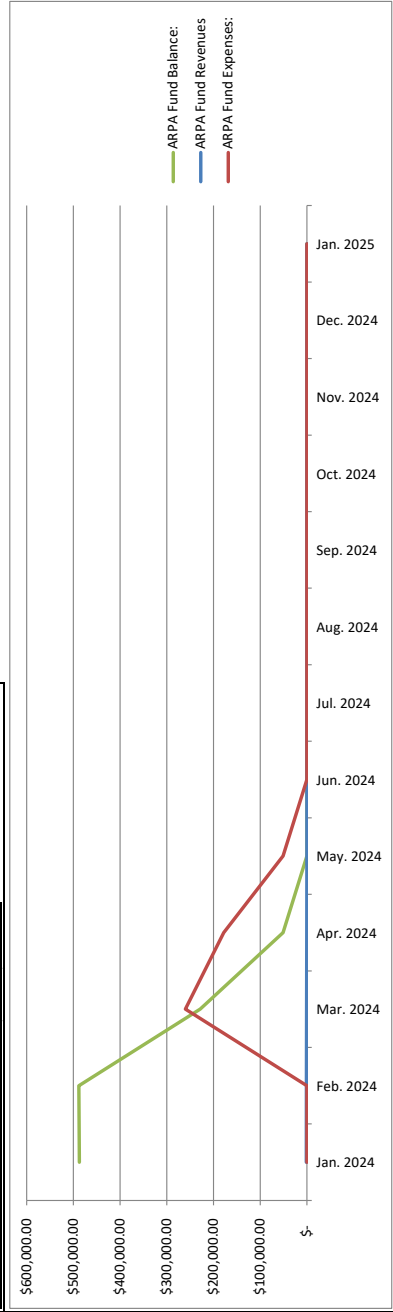
Expenses: Remained the same when comparing January 2025 with January 2024. There were no expenses that occurred in either year.



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AMERICAN RESCUE PLAN ACT (ARPA) FUND:

Month:	ARPA Fund Revenues	ARPA Fund Expenses:	ARPA Fund Balance:
Jan. 2024	\$ 1,264.14	\$ -	\$ 487,209.96
Feb. 2024	\$ 1,092.62	\$ -	\$ 488,302.58
Mar. 2024	\$ 524.27	\$ 260,218.80	\$ 228,608.05
Apr. 2024	\$ 279.70	\$ 177,993.45	\$ 50,894.30
May. 2024	\$ -	\$ 50,894.30	\$ -
Jun. 2024	\$ -	\$ -	\$ -
Jul. 2024	\$ -	\$ -	\$ -
Aug. 2024	\$ -	\$ -	\$ -
Sep. 2024	\$ -	\$ -	\$ -
Oct. 2024	\$ -	\$ -	\$ -
Nov. 2024	\$ -	\$ -	\$ -
Dec. 2024	\$ -	\$ -	\$ -
Jan. 2025	\$ -	\$ -	\$ -

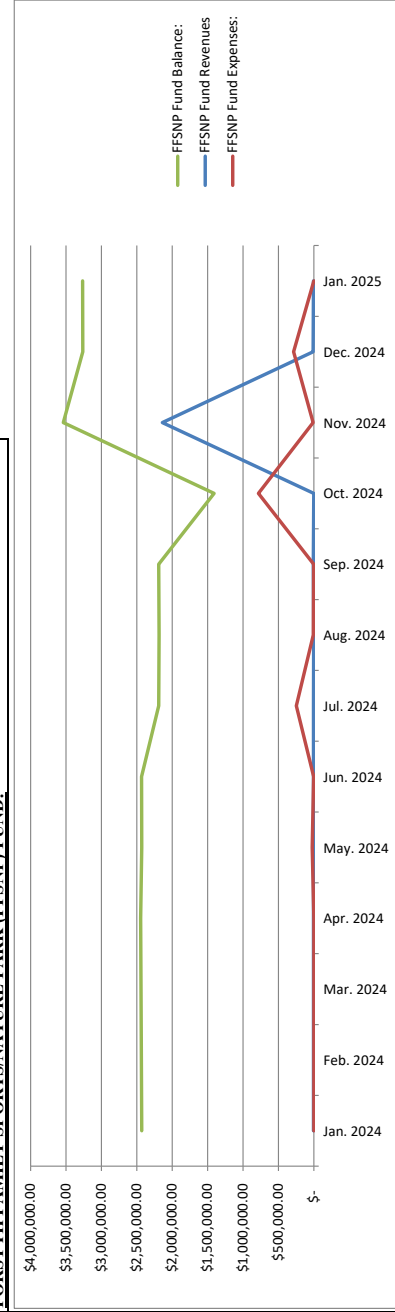


Revenues: Decreased when comparing January 2025 with January 2024; In August 2021 the village received \$236,474.95 for the first of two installment from the Federal which is passed through the state for COVID-19 known as the American Rescue Plan Act (ARPA). In November '21 the Village received an additional \$244.30 as part of the 1st installment (the additional amount came from various communities that didn't claim their ARPA funds). The second installment in the amount of \$236,719.25 was received in September '22 (making the total we will receive \$473,438.50). The ARPA fund was established to make it easier to track all revenues and expenses, while also helping staff in reporting information within the portal. The ARPA have outlined a small list of qualifying expenses to which the funds could be used for. For the five (5) items listed only two would qualify for the village; one of the items could be used in the reduction of revenues due to COVID-19 or the second item listed could be used to make necessary investments in water, sewer or broadband infrastructure. The staff is using these funds for the water plant clarifiers based upon what qualifies under the ARPA regulations. The ARPA funds must be spent by 12/31/2024 however, if a project is in progress you have to 2026 with the last report due by Mar. 2027. At the end of May 2024 all funds for the ARPA have been spent and the bank balance is now zero.

Expenses: Remained the same when comparing January 2025 with January 2024. There were no expenses that occurred in either year.

FORSYTH FAMILY SPORTS/NATURE PARK (FFSNP) FUND:

Month:	FFSNP Fund Revenues	FFSNP Fund Expenses:	FFSNP Fund Balance:
Jan. 2024	\$ 6,320.71	\$ -	\$ 2,429,970.97
Feb. 2024	\$ 5,463.08	\$ -	\$ 2,435,434.05
Mar. 2024	\$ 5,766.92	\$ -	\$ 2,441,200.97
Apr. 2024	\$ 6,433.08	\$ -	\$ 2,447,634.05
May. 2024	\$ 6,276.63	\$ 22,911.50	\$ 2,430,999.18
Jun. 2024	\$ 4,963.84	\$ 1,590.41	\$ 2,434,372.61
Jul. 2024	\$ 4,873.72	\$ 247,426.62	\$ 2,191,819.71
Aug. 2024	\$ 3,788.94	\$ 9,165.43	\$ 2,186,443.22
Sep. 2024	\$ 8,280.05	\$ 3,920.43	\$ 2,190,802.84
Oct. 2024	\$ 1,323.36	\$ 782,912.07	\$ 1,409,214.13
Nov. 2024	\$ 2,139,846.66	\$ 10,445.94	\$ 3,538,614.85
Dec. 2024	\$ 9,662.56	\$ 286,990.07	\$ 3,262,198.14
Jan. 2025	\$ 4,577.52	\$ -	\$ 3,265,864.86



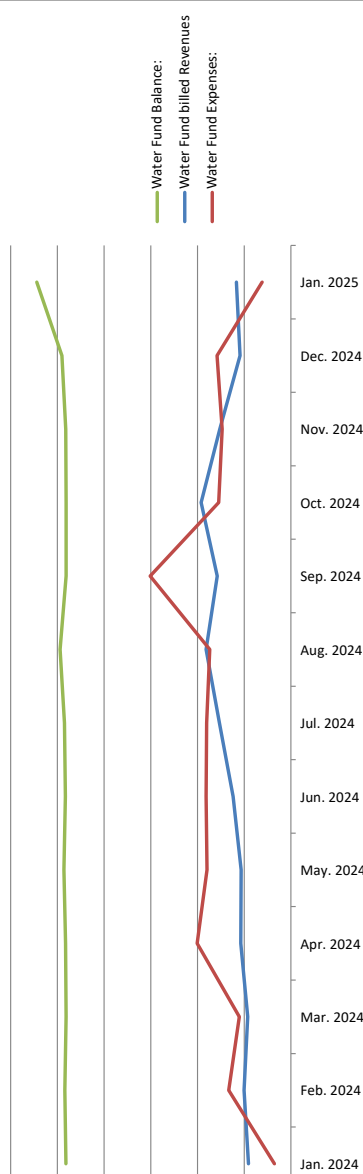
Revenues: Decreased when comparing January 2025 with January 2024; In January 2025 bank interest is lower higher compared to this time last year. This makes up the majority of the decrease. Additional notes in regards to the fund balance: At the end of January 2025 the village has a total of \$800,000.00 invested in four different cd's (2-\$200,000.00 for 91 days at 4.51% rate and 2-\$200,000.00 for 91 days at 4.16% rate). The four cd's are part of the fund balance outlined above.

Expenses: Remained the same when comparing January 2025 with January 2024. There were no expenses that occurred in either year.

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WATER FUND:

Month:	Water Fund billed Revenues	Water Fund Expenses:	Water Fund Balance:
Jan. 2024	\$ 45,409.55	\$ 17,623.20	\$ 240,855.13
Feb. 2024	\$ 50,182.37	\$ 66,502.13	\$ 242,015.87
Mar. 2024	\$ 46,245.78	\$ 55,304.18	\$ 240,656.35
Apr. 2024	\$ 53,730.71	\$ 100,365.95	\$ 241,295.82
May. 2024	\$ 53,304.30	\$ 89,836.00	\$ 243,000.56
Jun. 2024	\$ 61,899.22	\$ 90,723.56	\$ 241,452.90
Jul. 2024	\$ 76,574.32	\$ 90,128.62	\$ 242,299.70
Aug. 2024	\$ 90,828.57	\$ 86,862.78	\$ 247,085.40
Sep. 2024	\$ 78,835.62	\$ 150,655.42	\$ 240,678.53
Oct. 2024	\$ 96,088.85	\$ 77,258.06	\$ 240,679.05
Nov. 2024	\$ 76,073.04	\$ 73,543.78	\$ 241,068.46
Dec. 2024	\$ 54,473.50	\$ 79,029.08	\$ 245,101.27
Jan. 2025	\$ 58,418.71	\$ 30,766.98	\$ 272,050.23

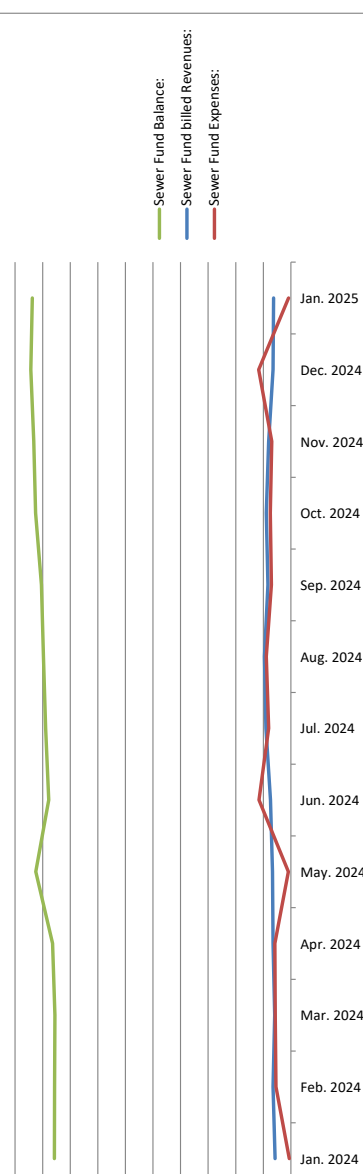


Revenues: Increased when comparing January 2025 with January 2024; The water revenues billed were higher compared to this time last year. This makes up the majority of the increase. On 09/03/2024 the board approved ordinance 2024-30 to increase the water rates based upon the (inter-office) water rate study. The increase went into effect 01/01/2025 billing (usage 11/20/2024 to 12/20/2024).

Expenses: Increased when comparing January 2025 with January 2024; The Village's water fund reserve policy is to keep three months of expenses in reserve. In 2025 our water fund reserve is not to go below \$270,475. At the End of January 2025 the water fund owes the general fund a total of \$324,000.00 (\$94,000.00 from September 2024 + \$70,000.00 from October 2024 + \$70,000.00 from November 2024 + \$40,000.00 from January). If the water fund did not owe the general fund balance the water fund bank balance would be negative (\$51,949.77). The Expenses for December 2024 have been adjusted because of back dating invoices to be GAAP compliant (December expenses increased in the amount of \$5,485.30). Chemicals and wages were higher compared to this time last year. This makes up the majority of the increase.

SEWER FUND:

Month:	Sewer Fund billed Revenues:	Sewer Fund Expenses:	Sewer Fund Balance:
Jan. 2024	\$ 28,649.74	\$ 2,891.58	\$ 428,517.07
Feb. 2024	\$ 32,409.17	\$ 26,913.88	\$ 428,181.93
Mar. 2024	\$ 29,472.29	\$ 28,472.20	\$ 427,713.95
Apr. 2024	\$ 32,474.14	\$ 29,056.19	\$ 431,841.19
May. 2024	\$ 33,501.40	\$ 4,727.18	\$ 462,267.92
Jun. 2024	\$ 37,001.91	\$ 57,935.06	\$ 438,810.09
Jul. 2024	\$ 45,150.31	\$ 40,366.78	\$ 444,455.28
Aug. 2024	\$ 47,921.80	\$ 44,755.01	\$ 448,584.41
Sep. 2024	\$ 41,713.79	\$ 35,327.30	\$ 452,270.20
Oct. 2024	\$ 44,577.93	\$ 37,217.10	\$ 462,594.12
Nov. 2024	\$ 40,399.93	\$ 34,681.86	\$ 466,120.47
Dec. 2024	\$ 32,414.50	\$ 58,382.56	\$ 471,405.15
Jan. 2025	\$ 31,430.14	\$ 4,088.30	\$ 468,561.82



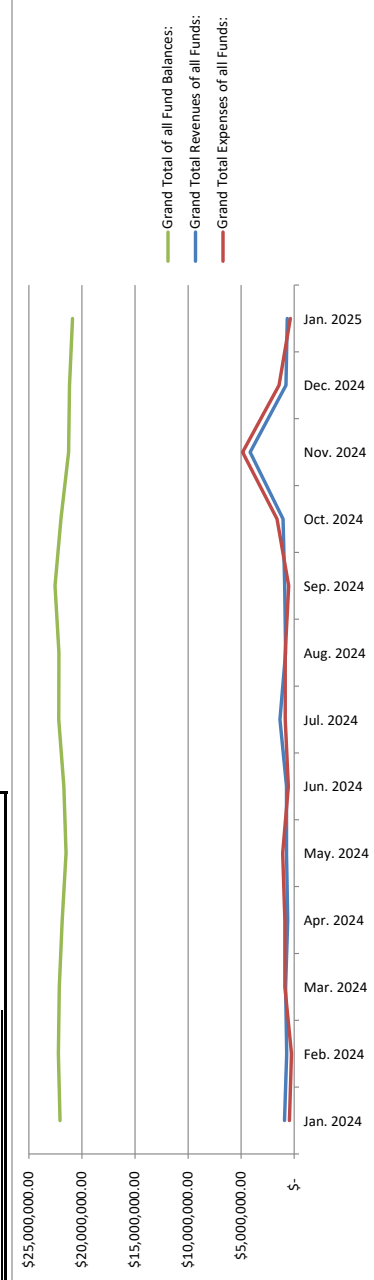
Revenues: Increased when comparing January 2025 with January 2024; The sewer revenues billed were higher compared to this time last year. This makes up the majority of the increase. On 09/03/2024 the board approved ordinance 2024-30 to increase the sewer rates based upon the (inter-office) sewer rate study. The increase went into effect 01/01/2025 billing (usage 11/20/2024 to 12/20/2024).

Expenses: Increased when comparing January 2025 with January 2024; The Expenses for December 2024 have been adjusted because of back dating invoices to be GAAP compliant (December expenses increased in the amount of \$23,700.70). Wages were higher compared to this time last year. This makes up the majority of the increase.

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GRAND TOTAL OF ALL FUNDS:

Month:	Grand Total Revenues of all Funds:	Grand Total Expenses of all Funds:	Grand Total of all Fund Balances:
Jan. 2024	\$ 903,136.43	\$ 443,716.28	\$ 22,068,394.74
Feb. 2024	\$ 703,096.21	\$ 253,061.27	\$ 22,220,905.88
Mar. 2024	\$ 803,262.97	\$ 881,480.97	\$ 22,142,918.69
Apr. 2024	\$ 607,002.19	\$ 881,725.24	\$ 21,859,179.64
May. 2024	\$ 726,156.42	\$ 1,089,642.90	\$ 21,505,582.11
Jun. 2024	\$ 728,756.22	\$ 547,604.39	\$ 21,700,499.44
Jul. 2024	\$ 1,338,820.80	\$ 845,395.86	\$ 22,191,187.14
Aug. 2024	\$ 808,951.08	\$ 842,772.06	\$ 22,167,148.41
Sep. 2024	\$ 900,349.56	\$ 515,787.57	\$ 22,537,422.63
Oct. 2024	\$ 1,041,488.45	\$ 1,611,820.58	\$ 21,987,223.32
Nov. 2024	\$ 4,150,032.87	\$ 4,860,991.37	\$ 21,256,933.25
Dec. 2024	\$ 764,872.72	\$ 1,423,605.18	\$ 21,165,865.12
Jan. 2025	\$ 643,572.60	\$ 367,775.83	\$ 20,886,950.75

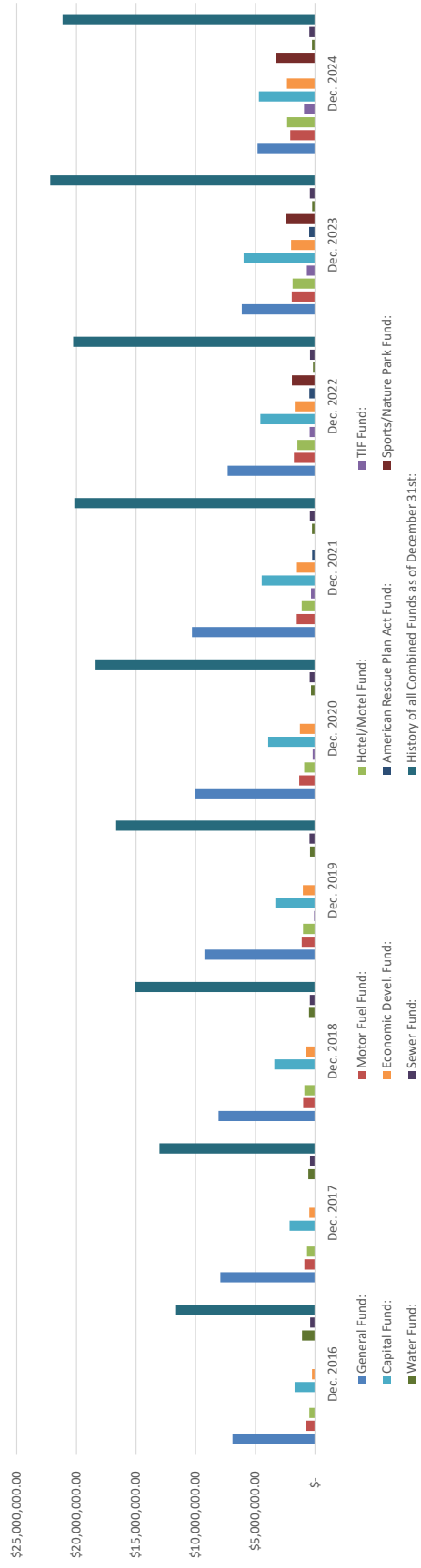


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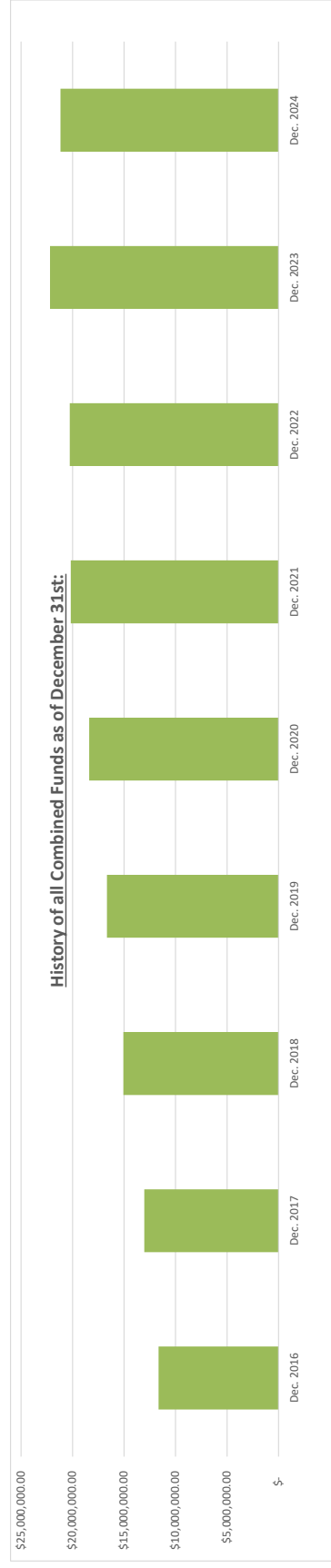
HISTORY BY EACH FUND BALANCE AS OF DECEMBER 31ST:

Year:	General Fund:	Motor Fuel Fund:	Hotel/Motel Fund:	TIF Fund:	Capital Fund:	Economic Devel. Fund:	American Rescue Plan Act Fund:	Sports/Nature Park Fund:	Water Fund:	Sewer Fund:	History of all Combined Funds as of December 31st:
Dec. 2016	\$ 6,918,159.00	\$ 795,519.02	\$ 474,324.15	\$ -	\$ 1,715,296.77	\$ 250,340.69	\$ -	\$ -	\$ 1,081,497.54	\$ 408,554.01	\$ 11,643,691.18
Dec. 2017	\$ 7,925,637.18	\$ 888,138.44	\$ 663,377.30	\$ -	\$ 2,122,010.94	\$ 467,708.49	\$ -	\$ -	\$ 553,200.55	\$ 412,232.92	\$ 13,032,305.82
Dec. 2018	\$ 8,077,934.55	\$ 985,561.28	\$ 892,626.15	\$ 26,373.08	\$ 3,414,476.02	\$ 738,217.51	\$ -	\$ -	\$ 499,170.71	\$ 435,093.34	\$ 15,069,452.64
Dec. 2019	\$ 9,259,033.03	\$ 1,105,691.64	\$ 1,004,014.33	\$ 82,273.30	\$ 3,331,238.31	\$ 1,009,718.40	\$ -	\$ -	\$ 409,811.64	\$ 461,719.07	\$ 16,663,499.72
Dec. 2020	\$ 10,013,214.78	\$ 1,318,680.34	\$ 907,563.83	\$ 198,300.31	\$ 3,916,906.23	\$ 1,264,078.79	\$ -	\$ -	\$ 331,136.75	\$ 441,548.83	\$ 18,391,429.86
Dec. 2021	\$ 10,315,617.49	\$ 1,532,874.34	\$ 1,107,073.04	\$ 327,338.12	\$ 4,458,805.49	\$ 1,517,885.48	\$ 236,802.55	\$ -	\$ 248,209.41	\$ 431,302.59	\$ 20,175,908.51
Dec. 2022	\$ 7,314,525.66	\$ 1,769,770.75	\$ 1,477,411.17	\$ 448,371.25	\$ 4,581,810.79	\$ 1,694,249.49	\$ 475,198.51	\$ 1,937,152.91	\$ 160,036.17	\$ 413,331.51	\$ 20,271,858.21
Dec. 2023	\$ 6,129,776.80	\$ 1,940,662.23	\$ 1,877,081.89	\$ 676,075.24	\$ 5,987,593.45	\$ 2,005,789.16	\$ 483,945.82	\$ 2,423,650.26	\$ 240,751.57	\$ 426,698.67	\$ 22,194,025.09
Dec. 2024	\$ 4,819,800.58	\$ 2,078,928.29	\$ 2,331,474.26	\$ 913,965.90	\$ 4,699,286.14	\$ 2,343,705.39	\$ -	\$ 3,262,198.14	\$ 245,101.27	\$ 471,405.15	\$ 21,165,865.12

History of each Fund Balance as of December 31st:



History of all Combined Funds as of December 31st:

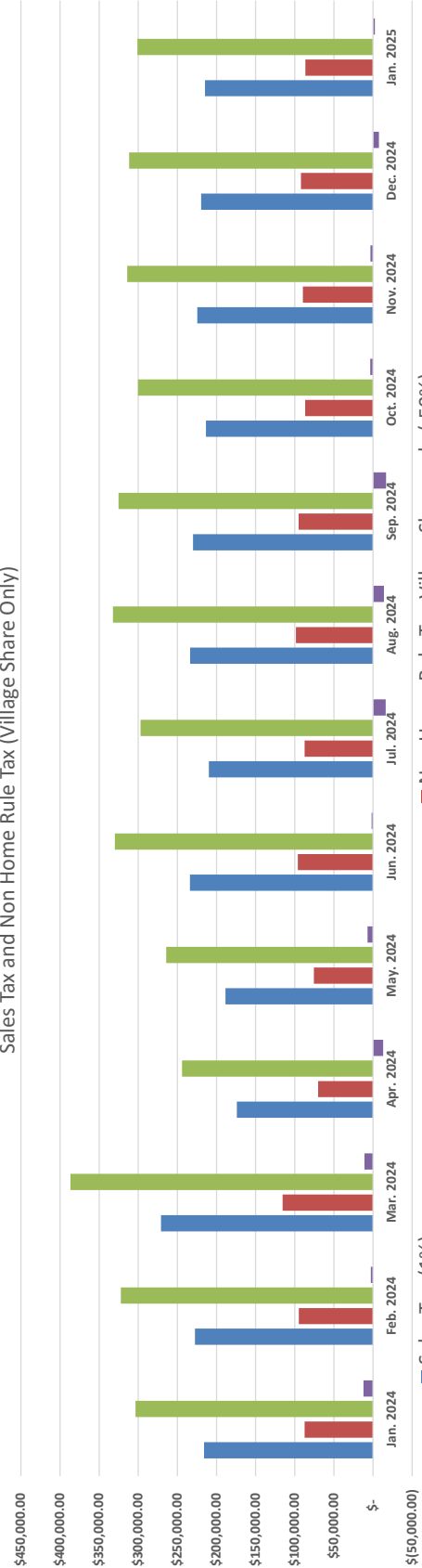


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Calendar Year:	Sales Tax (1%):	Non Home Rule Tax Village Share only (.50%):	Total (Sales Tax plus Non Home Rule Tax Village Share only):	Compared to Village's Total from Prior Year:	M/F School Payment for Non Home Rule Tax (.50%):
2016	\$ 2,287,729.65	\$ 1,015,990.69	\$ 3,303,720.34	\$ 26,339.86	\$ 1,015,990.69
2017	\$ 2,230,356.34	\$ 983,934.13	\$ 3,214,290.47	\$ (89,429.87)	\$ 990,805.91
2018	\$ 2,328,327.99	\$ 1,017,135.44	\$ 3,345,463.43	\$ 131,172.96	\$ 1,017,135.44
2019	\$ 2,387,019.43	\$ 994,551.54	\$ 3,381,570.97	\$ 36,107.54	\$ 994,551.55
2020	\$ 2,322,563.19	\$ 934,929.16	\$ 3,257,492.35	\$ (124,078.72)	\$ 934,929.15
2021	\$ 2,561,883.94	\$ 1,037,308.07	\$ 3,599,192.01	\$ 341,699.66	\$ 1,037,309.06
2022	\$ 2,552,463.82	\$ 1,044,853.08	\$ 3,597,316.90	\$ (1,875.11)	\$ 1,044,853.09
2023	\$ 2,626,527.04	\$ 1,100,590.74	\$ 3,727,117.78	\$ 129,800.88	\$ 1,100,590.74
2024	\$ 2,642,592.12	\$ 1,088,728.07	\$ 3,731,320.19	\$ (25,947.70)	\$ 1,088,728.07

Month of Sales:	Month Collected:	Sales Tax (1%):	Non Home Rule Tax Village Share only (.50%):	Total (Sales Tax plus Non Home Rule Tax Village Share only):	Compared to Village's Total from Prior Year:	M/F School Payment for Non Home Rule Tax (.50%):
Oct. 2023	Jan. 2024	\$ 216,056.87	\$ 87,407.22	\$ 303,464.09	\$ 12,226.02	\$ 87,407.22
Nov. 2023	Feb. 2024	\$ 227,586.77	\$ 94,786.35	\$ 322,373.12	\$ 2,802.61	\$ 94,786.35
Dec. 2023	Mar. 2024	\$ 270,933.96	\$ 115,624.64	\$ 386,558.60	\$ 10,854.32	\$ 115,624.63
Jan. 2024	Apr. 2024	\$ 173,952.02	\$ 70,218.81	\$ 244,170.83	\$ (12,949.18)	\$ 70,218.82
Feb. 2024	May. 2024	\$ 188,542.99	\$ 75,657.06	\$ 264,200.05	\$ 7,080.04	\$ 75,657.06
Mar. 2024	Jun. 2024	\$ 233,888.60	\$ 95,938.81	\$ 329,827.41	\$ 1,856.91	\$ 95,938.81
Apr. 2024	Jul. 2024	\$ 209,721.63	\$ 87,366.43	\$ 297,088.06	\$ (16,248.79)	\$ 87,366.42
May. 2024	Aug. 2024	\$ 233,809.56	\$ 98,486.86	\$ 332,296.42	\$ (14,050.84)	\$ 98,486.87
Jun. 2024	Sep. 2024	\$ 230,127.23	\$ 94,994.39	\$ 325,121.62	\$ (16,734.15)	\$ 94,994.39
Jul. 2024	Oct. 2024	\$ 213,567.92	\$ 86,669.15	\$ 300,237.07	\$ 3,515.70	\$ 86,669.15
Aug. 2024	Nov. 2024	\$ 224,640.50	\$ 89,559.89	\$ 314,200.39	\$ 3,343.90	\$ 89,559.89
Sep. 2024	Dec. 2024	\$ 219,764.07	\$ 92,018.46	\$ 311,782.53	\$ (7,644.24)	\$ 92,018.46
Oct. 2024	Jan. 2025	\$ 214,639.78	\$ 86,491.50	\$ 301,131.28	\$ (2,332.81)	\$ 86,491.50
	2025 Total:	\$ 214,639.78	\$ 86,491.50	\$ 301,131.28	\$ (2,332.81)	\$ 86,491.50

Sales Tax and Non Home Rule Tax (Village Share Only)



G/L ACCT NUMBER	TITLE	FISCAL BUDGET	ACTUAL M-T-D	Y-T-D	UNEXPENDED BUDGET	% USED
01-00-311-1	PROP TAX-CORPORATE	\$217,300.00	\$0.00	\$0.00	\$217,300.00	.00
01-00-311-2	PROP TAX-POLICE	\$93,100.00	\$0.00	\$0.00	\$93,100.00	.00
01-00-311-3	PROP TAX-FICA	\$10,600.00	\$0.00	\$0.00	\$10,600.00	.00
01-00-311-4	PROP TAX AUDIT	\$15,000.00	\$0.00	\$0.00	\$15,000.00	.00
01-00-311-5	PROP TAX-INSURANCE	\$34,000.00	\$0.00	\$0.00	\$34,000.00	.00
01-00-311-6	PROP TAX-IMRF	\$15,400.00	\$0.00	\$0.00	\$15,400.00	.00
01-00-311-7	PROP TAX-ST LIGHTING	\$50,000.00	\$0.00	\$0.00	\$50,000.00	.00
01-00-311-8	PROP TAX-UNEMP INS	\$2,000.00	\$0.00	\$0.00	\$2,000.00	.00
01-00-321	LIQUOR LICENSE	\$30,500.00	\$0.00	\$0.00	\$30,500.00	.00
01-00-322	CANNABIS LICENSE	\$3,500.00	\$0.00	\$0.00	\$3,500.00	.00
01-00-325	FRANCHISE FEES	\$103,500.00	\$1,155.23	\$1,155.23	\$102,344.77	1.12
01-00-331	BUILDING PERMITS FEES	\$7,000.00	\$0.00	\$0.00	\$7,000.00	.00
01-00-334	HVAC/MECHANICAL PERMIT FEES	\$1,200.00	\$0.00	\$0.00	\$1,200.00	.00
01-00-336	LAND DISTURBANCE PERMIT FEES	\$200.00	\$0.00	\$0.00	\$200.00	.00
01-00-337	GOLF CART PERMIT FEES	\$3,000.00	\$0.00	\$0.00	\$3,000.00	.00
01-00-339	OTHER PERMITS/ADMINISTRATIVE FEE	\$7,000.00	\$0.00	\$0.00	\$7,000.00	.00
01-00-341	STATE INCOME TAX	\$600,000.00	\$68,235.25	\$68,235.25	\$531,764.75	11.37
01-00-342	REPLACEMENT TAX	\$6,800.00	\$486.98	\$486.98	\$6,313.02	7.16
01-00-344	GRANTS	\$7,000.00	\$0.00	\$0.00	\$7,000.00	.00
01-00-345	SALES TAX	\$2,700,000.00	\$214,639.78	\$214,639.78	\$2,485,360.22	7.95
01-00-345-1	SALES TAX INFRASTRUCTURE	\$1,125,000.00	\$86,491.50	\$86,491.50	\$1,038,508.50	7.69
01-00-345-2	SALES TAX INFRASTR SCHOOL	\$1,125,000.00	\$86,491.50	\$86,491.50	\$1,038,508.50	7.69
01-00-345-3	SALES TAX LOCAL USE	\$150,000.00	\$6,917.82	\$6,917.82	\$143,082.18	4.61
01-00-345-4	CANNABIS SALES TAX	\$10,000.00	\$0.00	\$0.00	\$10,000.00	.00
01-00-346	ROAD & BRIDGE TAX	\$107,000.00	\$0.00	\$0.00	\$107,000.00	.00
01-00-359	OTHER FINES	\$500.00	\$0.00	\$0.00	\$500.00	.00
01-00-360	ELECTRICAL INSPECTION FEES	\$5,000.00	\$0.00	\$0.00	\$5,000.00	.00
01-00-374	PLAN REVIEW FEES	\$5,000.00	\$0.00	\$0.00	\$5,000.00	.00
01-00-375	LIBRARY FINES/FEES	\$3,000.00	\$183.94	\$183.94	\$2,816.06	6.13
01-00-381	INTEREST INCOME	\$240,000.00	\$16,167.33	\$16,167.33	\$223,832.67	6.74
01-00-382-2	BALL FIELD DIAMOND RENTAL FEES	\$11,500.00	\$4,805.00	\$4,805.00	\$6,695.00	41.78
01-00-382-3	COMM. CNTR RENTAL FEES	\$6,000.00	\$775.00	\$775.00	\$5,225.00	12.92
01-00-385	FORSYTH FAMILY FEST	\$4,000.00	\$0.00	\$0.00	\$4,000.00	.00
01-00-385-1	FORSYTH 1ST FRIDAYS/RUDOLPH MARK	\$2,700.00	\$0.00	\$0.00	\$2,700.00	.00
01-00-387	FARM INCOME	\$15,000.00	\$0.00	\$0.00	\$15,000.00	.00
01-00-388	LAND LEASE RISE BROADBAND	\$4,800.00	\$400.00	\$400.00	\$4,400.00	8.33
01-00-389	MISCELLANEOUS INCOME	\$19,000.00	\$1,417.46	\$1,417.46	\$17,582.54	7.46
01-00-390	EVENT SPONSORS	\$13,250.00	\$0.00	\$0.00	\$13,250.00	.00
** TOTAL REVENUE		\$6,753,850.00	\$488,166.79	\$488,166.79	\$6,265,683.21	7.23
DEPARTMENT 00 TOTALS		\$6,753,850.00	\$488,166.79	\$488,166.79	\$6,265,683.21	7.23

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	ACTUAL M-T-D	Y-T-D	UNEXPENDED BUDGET	% USED
01-10-430	SALARIES-ELECTED	\$19,500.00	\$0.00	\$0.00	\$19,500.00	.00
01-10-549	OTHER PROFESSIONAL SERVICES	\$1,000.00	\$0.00	\$0.00	\$1,000.00	.00
01-10-554	PRINTING	\$400.00	\$0.00	\$0.00	\$400.00	.00
01-10-560	PROFESSIONAL DEVELOPMENT	\$275.00	\$0.00	\$0.00	\$275.00	.00
01-10-913	PROMOTIONAL	\$44,000.00	\$0.00	\$0.00	\$44,000.00	.00
01-10-914	FAMILY FEST	\$76,000.00	\$50,016.28	\$50,016.28	\$25,983.72	65.81
01-10-917	ACTIVITIES & EVENTS	\$35,200.00	\$18,460.75	\$18,460.75	\$16,739.25	52.45
01-10-917-1	FARMERS MARKET EVENT	\$15,000.00	\$4,312.00	\$4,312.00	\$10,688.00	28.75
01-10-918-1	ECONOMIC DEVELOPMENT CORP. (EDC)	\$10,000.00	\$0.00	\$0.00	\$10,000.00	.00
01-10-929	MISCELLANEOUS EXPENSES	\$1,600.00	\$0.00	\$0.00	\$1,600.00	.00
** TOTAL EXPENSE		\$202,975.00	\$72,789.03	\$72,789.03	\$130,185.97	35.86
DEPARTMENT 10 TOTALS		\$202,975.00C	\$72,789.03CR	\$72,789.03C	\$130,185.97-	35.86

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	ACTUAL M-T-D	Y-T-D	UNEXPENDED BUDGET	% USED
01-11-421	SALARIES-REGULAR	\$320,050.00	\$36,649.04	\$36,649.04	\$283,400.96	11.45
01-11-423	SALARIES-OVERTIME	\$1,600.00	\$0.00	\$0.00	\$1,600.00	.00
01-11-451	HEALTH/DENTAL/VISION INSURANCE	\$56,600.00	\$10,023.27	\$10,023.27	\$46,576.73	17.71
01-11-453	IL UNEMPLOYMENT COMPENSATION	\$12,000.00	\$0.00	\$0.00	\$12,000.00	.00
01-11-461	FICA (CONTRIBUTION)	\$25,000.00	\$2,764.15	\$2,764.15	\$22,235.85	11.06
01-11-462	I M R F CONTRIBUTION	\$34,200.00	\$3,859.33	\$3,859.33	\$30,340.67	11.28
01-11-471	UNIFORM ALLOWANCE	\$2,000.00	\$0.00	\$0.00	\$2,000.00	.00
01-11-511	BUILDING MAINTENANCE SERVICE	\$5,000.00	\$45.00	\$45.00	\$4,955.00	.90
01-11-512	EQUIPMENT MAINTENANCE SERVICE	\$6,000.00	\$0.00	\$0.00	\$6,000.00	.00
01-11-531	ACCOUNTING SERVICE	\$29,800.00	\$0.00	\$0.00	\$29,800.00	.00
01-11-532	ENGINEERING SERVICE	\$85,000.00	\$0.00	\$0.00	\$85,000.00	.00
01-11-533	LEGAL SERVICE	\$70,000.00	\$0.00	\$0.00	\$70,000.00	.00
01-11-535	DEPUTY CONTRACT	\$692,600.00	\$0.00	\$0.00	\$692,600.00	.00
01-11-537	IT SERVICE	\$39,800.00	\$14,730.00	\$14,730.00	\$25,070.00	37.01
01-11-547	ELECTRICAL INSPECTION	\$3,500.00	\$240.00	\$240.00	\$3,260.00	6.86
01-11-549	OTHER PROFESSIONAL SERVICES	\$38,300.00	\$0.00	\$0.00	\$38,300.00	.00
01-11-549-1	VILLAGE VISION	\$2,000.00	\$0.00	\$0.00	\$2,000.00	.00
01-11-551	POSTAGE	\$6,000.00	\$0.00	\$0.00	\$6,000.00	.00
01-11-552	TELEPHONE/ INTERNET SERVICES	\$7,300.00	\$595.62	\$595.62	\$6,704.38	8.16
01-11-553	PUBLISHING	\$3,000.00	\$65.80	\$65.80	\$2,934.20	2.19
01-11-554	PRINTING	\$2,500.00	\$0.00	\$0.00	\$2,500.00	.00
01-11-556	CODIFICATION SERVICES	\$5,000.00	\$0.00	\$0.00	\$5,000.00	.00
01-11-560	PROFESSIONAL DEVELOPMENT	\$18,600.00	\$0.00	\$0.00	\$18,600.00	.00
01-11-571	UTILITIES	\$13,200.00	\$0.00	\$0.00	\$13,200.00	.00
01-11-594	RISK MANAGEMENT CONTRIBUTION	\$87,000.00	\$0.00	\$0.00	\$87,000.00	.00
01-11-611	BUILDING MAINTENANCE SUPPLIES	\$700.00	\$0.00	\$0.00	\$700.00	.00
01-11-612	EQUIPMENT MAINTENANCE SUPPLIES	\$100.00	\$0.00	\$0.00	\$100.00	.00
01-11-617	GROUND MAINTENANCE SUPPLIES	\$100.00	\$0.00	\$0.00	\$100.00	.00
01-11-651	OFFICE SUPPLIES/FURNITURE	\$3,000.00	\$0.00	\$0.00	\$3,000.00	.00
01-11-651-1	COMPUTER/EQUIPMENT	\$4,000.00	\$0.00	\$0.00	\$4,000.00	.00
01-11-654	JANITORIAL SUPPLIES	\$700.00	\$0.00	\$0.00	\$700.00	.00
01-11-929	MISCELLANEOUS EXPENSE	\$3,000.00	\$0.00	\$0.00	\$3,000.00	.00
01-11-929-1	COMMUNITY ROOM REFUNDS	\$500.00	\$0.00	\$0.00	\$500.00	.00
01-11-929-2	GOLF CART PERMIT EXPENSES	\$300.00	\$0.00	\$0.00	\$300.00	.00
01-11-999-7	SCHOOL AGREEMENT	\$1,125,000.00	\$0.00	\$0.00	\$1,125,000.00	.00
** TOTAL EXPENSE		\$2,703,450.00	\$68,972.21	\$68,972.21	\$2,634,477.79	2.55
DEPARTMENT 11 TOTALS		\$2,703,450.00C	\$68,972.21CR	\$68,972.21C	\$2,634,477.79-	2.55

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	ACTUAL M-T-D	Y-T-D	UNEXPENDED BUDGET	% USED
STREETS						
01-41-421	SALARIES-REGULAR	\$283,000.00	\$42,571.96	\$42,571.96	\$240,428.04	15.04
01-41-423	SALARIES-OVERTIME	\$12,000.00	\$1,273.22	\$1,273.22	\$10,726.78	10.61
01-41-451	HEALTH/DENTAL/VISION INSURANCE	\$71,500.00	\$10,292.87	\$10,292.87	\$61,207.13	14.40
01-41-461	FICA (CONTRIBUTION)	\$23,000.00	\$3,249.79	\$3,249.79	\$19,750.21	14.13
01-41-462	I M R F (CONTRIBUTION)	\$31,500.00	\$4,673.90	\$4,673.90	\$26,826.10	14.84
01-41-471	UNIFORM ALLOWANCE	\$4,000.00	\$0.00	\$0.00	\$4,000.00	.00
01-41-511	BUILDING MAINTENANCE SERVICE	\$60,000.00	\$0.00	\$0.00	\$60,000.00	.00
01-41-512	EQUIPMENT MAINTENANCE SERVICE	\$35,000.00	\$0.00	\$0.00	\$35,000.00	.00
01-41-513	VEHICLE MAINTENANCE SERVICE	\$10,000.00	\$0.00	\$0.00	\$10,000.00	.00
01-41-514	STREET MAINTENANCE SERVICE	\$20,000.00	\$0.00	\$0.00	\$20,000.00	.00
01-41-515	NOI STORMWATER MAINTENANCE SERVICE	\$5,000.00	\$0.00	\$0.00	\$5,000.00	.00
01-41-515-1	STREET STORM SEWER MAINTENANCE	\$50,000.00	\$0.00	\$0.00	\$50,000.00	.00
01-41-517	GROUND MAINTENANCE SERVICE	\$25,000.00	\$0.00	\$0.00	\$25,000.00	.00
01-41-517-1	LANDSCAPING TREE SERVICES	\$5,000.00	\$0.00	\$0.00	\$5,000.00	.00
01-41-518	SIDEWALK MAINTENANCE	\$25,000.00	\$0.00	\$0.00	\$25,000.00	.00
01-41-532	ENGINEERING SERVICE	\$10,000.00	\$0.00	\$0.00	\$10,000.00	.00
01-41-534	MEDICAL SERVICE	\$200.00	\$0.00	\$0.00	\$200.00	.00
01-41-549	OTHER PROFESSIONAL SERVICES	\$10,000.00	\$0.00	\$0.00	\$10,000.00	.00
01-41-552	TELEPHONE/INTERNET	\$1,500.00	\$292.09	\$292.09	\$1,207.91	19.47
01-41-560	PROFESSIONAL DEVELOPMENT	\$15,000.00	\$0.00	\$0.00	\$15,000.00	.00
01-41-571	UTILITIES	\$12,000.00	\$0.00	\$0.00	\$12,000.00	.00
01-41-572	STREET LIGHTING & REPAIRS	\$65,000.00	\$0.00	\$0.00	\$65,000.00	.00
01-41-578	DUMPSTER ROLL OFF/TRASH	\$12,000.00	\$594.30	\$594.30	\$11,405.70	4.95
01-41-579	TRAFFIC LIGHTS & REPAIRS	\$15,000.00	\$0.00	\$0.00	\$15,000.00	.00
01-41-611	BUILDING MAINTENANCE SUPPLIES	\$1,500.00	\$0.00	\$0.00	\$1,500.00	.00
01-41-612	EQUIPMENT MAINTENANCE SUPPLIES	\$6,000.00	\$12.04	\$12.04	\$5,987.96	.20
01-41-613	VEHICLE MAINTENANCE SUPPLIES	\$5,000.00	\$79.85	\$79.85	\$4,920.15	1.60
01-41-614	STREET MAINTENANCE SUPPLIES	\$7,000.00	\$552.02	\$552.02	\$6,447.98	7.89
01-41-615-1	STORM SEWER MAINTENANCE SUPPLIES	\$4,000.00	\$0.00	\$0.00	\$4,000.00	.00
01-41-616	SNOW REMOVAL SUPPLIES	\$20,000.00	\$0.00	\$0.00	\$20,000.00	.00
01-41-617	GROUND MAINTENANCE SUPPLIES	\$1,000.00	\$0.00	\$0.00	\$1,000.00	.00
01-41-651	OFFICE SUPPLIES	\$3,000.00	\$0.00	\$0.00	\$3,000.00	.00
01-41-652	OPERATING SUPPLIES	\$20,000.00	\$118.39	\$118.39	\$19,881.61	.59
01-41-653	SMALL TOOLS	\$3,000.00	\$142.06	\$142.06	\$2,857.94	4.74
01-41-654	JANITORIAL SUPPLIES	\$5,000.00	\$0.00	\$0.00	\$5,000.00	.00
01-41-655	FUEL	\$30,000.00	\$0.00	\$0.00	\$30,000.00	.00
01-41-929	MISCELLANEOUS EXPENSE	\$2,000.00	\$0.00	\$0.00	\$2,000.00	.00
** TOTAL EXPENSE		\$908,200.00	\$63,852.49	\$63,852.49	\$844,347.51	7.03
DEPARTMENT 41 TOTALS		\$908,200.00C	\$63,852.49CR	\$63,852.49C	\$844,347.51-	7.03

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	ACTUAL M-T-D	Y-T-D	UNEXPENDED BUDGET	% USED
PARK						
01-52-421	SALARIES-REGULAR	\$290,000.00	\$16,338.90	\$16,338.90	\$273,661.10	5.63
01-52-423	SALARIES-OVERTIME	\$22,000.00	\$845.48	\$845.48	\$21,154.52	3.84
01-52-451	HEALTH/DENTAL/VISION INSURANCE	\$85,120.00	\$17,521.96	\$17,521.96	\$67,598.04	20.59
01-52-461	FICA (CONTRIBUTION)	\$23,900.00	\$1,260.53	\$1,260.53	\$22,639.47	5.27
01-52-462	IMRF CONTRIBUTION	\$33,300.00	\$1,831.84	\$1,831.84	\$31,468.16	5.50
01-52-471	UNIFORM ALLOWANCE	\$3,000.00	\$0.00	\$0.00	\$3,000.00	.00
01-52-511	BUILDING MAINTENANCE SERVICE	\$45,000.00	\$0.00	\$0.00	\$45,000.00	.00
01-52-512	EQUIPMENT MAINTENANCE SERVICE	\$20,000.00	\$0.00	\$0.00	\$20,000.00	.00
01-52-513	VEHICLE MAINTENANCE SERVICE	\$2,000.00	\$0.00	\$0.00	\$2,000.00	.00
01-52-517	GROUND MAINTENANCE SERVICES	\$30,000.00	\$0.00	\$0.00	\$30,000.00	.00
01-52-517-1	PARK LANDSCAPING SERVICE	\$15,000.00	\$0.00	\$0.00	\$15,000.00	.00
01-52-520	BIKE TRAIL MAINT. SERVICE	\$20,000.00	\$0.00	\$0.00	\$20,000.00	.00
01-52-532	ENGINEERING SERVICE	\$4,000.00	\$0.00	\$0.00	\$4,000.00	.00
01-52-549	OTHER PROFESSIONAL SERVICE	\$3,000.00	\$306.00	\$306.00	\$2,694.00	10.20
01-52-552	TELEPHONE/INTERNET SERVICES	\$2,000.00	\$0.00	\$0.00	\$2,000.00	.00
01-52-560	PROFESSIONAL DEVELOPMENT	\$2,000.00	\$0.00	\$0.00	\$2,000.00	.00
01-52-571	UTILITIES	\$20,000.00	\$0.00	\$0.00	\$20,000.00	.00
01-52-578	TRASH SERVICE (DUMPSTER)	\$4,000.00	\$252.28	\$252.28	\$3,747.72	6.31
01-52-611	BUILDING MAINTENANCE SUPPLIES	\$6,000.00	\$0.00	\$0.00	\$6,000.00	.00
01-52-612	EQUIPMENT MAINTENANCE SUPPLIES	\$10,000.00	\$0.00	\$0.00	\$10,000.00	.00
01-52-613	VEHICLE MAINTENANCE SUPPLIES	\$400.00	\$0.00	\$0.00	\$400.00	.00
01-52-617	GROUND MAINTENANCE SUPPLIES	\$40,000.00	\$0.00	\$0.00	\$40,000.00	.00
01-52-617-1	PARK LANDSCAPING	\$4,000.00	\$0.00	\$0.00	\$4,000.00	.00
01-52-620	BIKE PATH MAINTENANCE	\$2,000.00	\$0.00	\$0.00	\$2,000.00	.00
01-52-652	OPERATING SUPPLIES	\$30,000.00	\$67.96	\$67.96	\$29,932.04	.23
01-52-653	SMALL TOOLS	\$1,000.00	\$0.00	\$0.00	\$1,000.00	.00
01-52-654	JANITORIAL SUPPLIES	\$6,000.00	\$0.00	\$0.00	\$6,000.00	.00
01-52-655	FUEL	\$17,500.00	\$0.00	\$0.00	\$17,500.00	.00
01-52-913	SUMMER PARK PROGRAM	\$5,000.00	\$0.00	\$0.00	\$5,000.00	.00
01-52-929	MISCELLANEOUS EXPENSE	\$2,000.00	\$1,000.00	\$1,000.00	\$1,000.00	50.00
** TOTAL EXPENSE		\$748,220.00	\$39,424.95	\$39,424.95	\$708,795.05	5.27
DEPARTMENT 52 TOTALS		\$748,220.00C	\$39,424.95CR	\$39,424.95C	\$708,795.05-	5.27

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	ACTUAL M-T-D	Y-T-D	UNEXPENDED BUDGET	% USED
LIBRARY						
01-53-421	SALARIES-REGULAR	\$290,000.00	\$35,475.94	\$35,475.94	\$254,524.06	12.23
01-53-423	SALARIES-OVERTIME	\$2,000.00	\$160.14	\$160.14	\$1,839.86	8.01
01-53-451	HEALTH/DENTAL/VISION INSURANCE	\$87,000.00	\$12,897.68	\$12,897.68	\$74,102.32	14.82
01-53-461	FICA (CONTRIBUTION)	\$22,500.00	\$2,648.48	\$2,648.48	\$19,851.52	11.77
01-53-462	I M R F (CONTRIBUTION)	\$31,000.00	\$3,596.44	\$3,596.44	\$27,403.56	11.60
01-53-471	UNIFORM ALLOWANCE	\$500.00	\$0.00	\$0.00	\$500.00	.00
01-53-511	BUILDING MAINTENANCE SERVICE	\$2,500.00	\$65.00	\$65.00	\$2,435.00	2.60
01-53-512	EQUIPMENT/LEASE MAINTENANCE SERV	\$2,500.00	\$0.00	\$0.00	\$2,500.00	.00
01-53-537	DATA PROCESSING SERVICE	\$16,000.00	\$0.00	\$0.00	\$16,000.00	.00
01-53-540	ONLINE SOURCES	\$7,500.00	\$0.00	\$0.00	\$7,500.00	.00
01-53-540-1	DIGITAL LIBRARY SERVICE	\$1,500.00	\$0.00	\$0.00	\$1,500.00	.00
01-53-549	OTHER PROFESSIONAL SERVICES	\$4,000.00	\$0.00	\$0.00	\$4,000.00	.00
01-53-551	POSTAGE	\$700.00	\$0.00	\$0.00	\$700.00	.00
01-53-552	TELEPHONE/INTERNET	\$1,000.00	\$389.02	\$389.02	\$610.98	38.90
01-53-560	PROFESSIONAL DEVELOPMENT	\$4,000.00	\$0.00	\$0.00	\$4,000.00	.00
01-53-571	UTILITIES	\$18,000.00	\$0.00	\$0.00	\$18,000.00	.00
01-53-578	TRASH SERVICE (DUMPSTER)	\$2,200.00	\$168.19	\$168.19	\$2,031.81	7.65
01-53-611	BUILDING MAINTENANCE SUPPLIES	\$500.00	\$0.00	\$0.00	\$500.00	.00
01-53-612	EQUIPMENT MAINTENANCE SUPPLIES	\$500.00	\$0.00	\$0.00	\$500.00	.00
01-53-617	GROUND MAINTENANCE SUPPLIES	\$500.00	\$0.00	\$0.00	\$500.00	.00
01-53-651	OFFICE SUPPLIES	\$4,000.00	\$13.68	\$13.68	\$3,986.32	.34
01-53-651-1	COMPUTER/EQUIPMENT	\$5,500.00	\$0.00	\$0.00	\$5,500.00	.00
01-53-651-3	FURNITURE	\$38,500.00	\$0.00	\$0.00	\$38,500.00	.00
01-53-654	JANITORIAL SUPPLIES	\$1,500.00	\$9.97	\$9.97	\$1,490.03	.66
01-53-659	LIBRARY SUPPLIES	\$1,000.00	\$0.00	\$0.00	\$1,000.00	.00
01-53-671	BOOKS	\$32,000.00	\$0.00	\$0.00	\$32,000.00	.00
01-53-672	PERIODICALS	\$6,000.00	\$389.00	\$389.00	\$5,611.00	6.48
01-53-681	AUDIO VISUAL	\$8,650.00	\$0.00	\$0.00	\$8,650.00	.00
01-53-909	PURCHASES FROM DONATIONS	\$2,000.00	\$0.00	\$0.00	\$2,000.00	.00
01-53-910	REIMBURSEMENT TO OTHER LIBRARIES	\$200.00	\$0.00	\$0.00	\$200.00	.00
01-53-912	LIBRARY ACCESSORIES	\$750.00	\$0.00	\$0.00	\$750.00	.00
01-53-913	PROMOTIONAL AND PROGRAMMING	\$25,000.00	\$318.33	\$318.33	\$24,681.67	1.27
01-53-921	HISTORICAL PURCHASES	\$2,500.00	\$0.00	\$0.00	\$2,500.00	.00
01-53-921-1	HISTORICAL AREA GRANT EXPENSES	\$1,640.00	\$0.00	\$0.00	\$1,640.00	.00
01-53-929	MISCELLANEOUS EXPENSE	\$500.00	\$0.00	\$0.00	\$500.00	.00
** TOTAL EXPENSE		\$624,140.00	\$56,131.87	\$56,131.87	\$568,008.13	8.99
DEPARTMENT 53 TOTALS		\$624,140.00C	\$56,131.87CR	\$56,131.87C	\$568,008.13-	8.99
** FUND	01	TOTAL	\$186,996.24	\$186,996.24		
EXPENSE TOTAL		\$5,186,985.00	\$301,170.55	\$301,170.55	\$4,885,814.45	
REVENUE TOTAL		\$6,753,850.00	\$488,166.79	\$488,166.79	\$6,265,683.21	

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	M-T-D	ACTUAL Y-T-D	UNEXPENDED BUDGET	% USED
15-00-343	MOTOR FUEL TAX - ST OF IL	\$200,000.00	\$14,021.51	\$14,021.51	\$185,978.49	7.01
15-00-381	INTEREST INCOME	\$74,000.00	\$5,383.34	\$5,383.34	\$68,616.66	7.27
** TOTAL REVENUE		\$274,000.00	\$19,404.85	\$19,404.85	\$254,595.15	7.08
15-00-864-2	MOON & ELWOOD STREET SIDEWALK IM	\$430,000.00	\$0.00	\$0.00	\$430,000.00	.00
15-00-874-2	BARNETT AVE RECONSTRUCTION	\$125,000.00	\$0.00	\$0.00	\$125,000.00	.00
15-00-874-3	US RT 51 MEDIAN/INTERSECTIONS IM	\$548,200.00	\$0.00	\$0.00	\$548,200.00	.00
** TOTAL EXPENSE		\$1,103,200.00	\$0.00	\$0.00	\$1,103,200.00	.00
DEPARTMENT 00 TOTALS		\$829,200.00C	\$19,404.85	\$19,404.85	\$848,604.85-	2.34-
** FUND	15	TOTAL				
EXPENSE TOTAL		\$1,103,200.00	\$0.00	\$0.00	\$1,103,200.00	
REVENUE TOTAL		\$274,000.00	\$19,404.85	\$19,404.85	\$254,595.15	

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	M-T-D	ACTUAL Y-T-D	UNEXPENDED BUDGET	% USED
16-00-314	HOTEL/MOTEL 5%TAX	\$540,000.00	\$30,383.52	\$30,383.52	\$509,616.48	5.63
16-00-381	INTEREST INCOME	\$50,000.00	\$2,779.97	\$2,779.97	\$47,220.03	5.56
** TOTAL REVENUE		\$590,000.00	\$33,163.49	\$33,163.49	\$556,836.51	5.62
16-00-890	DISC GOLF COURSE UPDATES	\$5,000.00	\$0.00	\$0.00	\$5,000.00	.00
16-00-893-1	D # 1 & 2 MISC. UPDATES/CHANGES	\$500,000.00	\$0.00	\$0.00	\$500,000.00	.00
16-00-911	OTHER EVENTS	\$20,000.00	\$0.00	\$0.00	\$20,000.00	.00
16-00-911-1	FARM PROGRESS	\$10,000.00	\$0.00	\$0.00	\$10,000.00	.00
16-00-911-3	DACVB	\$75,000.00	\$0.00	\$0.00	\$75,000.00	.00
16-00-911-5	DISC GOLF TOURNAMENT	\$28,000.00	\$28,000.00	\$28,000.00	\$0.00	100.00
16-00-929	MISCELLANEOUS EXPENSE	\$1,450.00	\$0.00	\$0.00	\$1,450.00	.00
** TOTAL EXPENSE		\$639,450.00	\$28,000.00	\$28,000.00	\$611,450.00	4.38
DEPARTMENT 00 TOTALS		\$49,450.00C	\$5,163.49	\$5,163.49	\$54,613.49-	10.44-
** FUND	16	TOTAL				
EXPENSE TOTAL		\$639,450.00	\$28,000.00	\$28,000.00	\$611,450.00	
REVENUE TOTAL		\$590,000.00	\$33,163.49	\$33,163.49	\$556,836.51	

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	M-T-D	ACTUAL Y-T-D	UNEXPENDED BUDGET	% USED
18-00-311-9	PROPERTY TAX TIF	\$625,100.00	\$0.00	\$0.00	\$625,100.00	.00
18-00-381	INTEREST INCOME	\$15,000.00	\$1,659.25	\$1,659.25	\$13,340.75	11.06
** TOTAL REVENUE		\$640,100.00	\$1,659.25	\$1,659.25	\$638,440.75	.26
18-00-531	ACCOUNTING SERVICES	\$2,000.00	\$0.00	\$0.00	\$2,000.00	.00
18-00-549	OTHER PROFESSIONAL SERVICES	\$32,000.00	\$0.00	\$0.00	\$32,000.00	.00
18-00-928	REDEVELOPMENT AGREEMENT PAYMENTS	\$115,000.00	\$0.00	\$0.00	\$115,000.00	.00
18-00-928-1	REVITALIZATION TIF GRANT PROGRAM	\$50,000.00	\$0.00	\$0.00	\$50,000.00	.00
18-00-999-7	SCHOOL AGREEMENT	\$125,100.00	\$0.00	\$0.00	\$125,100.00	.00
** TOTAL EXPENSE		\$324,100.00	\$0.00	\$0.00	\$324,100.00	.00
DEPARTMENT 00 TOTALS		\$316,000.00	\$1,659.25	\$1,659.25	\$314,340.75	.53
** FUND	18	TOTAL	\$1,659.25	\$1,659.25		
EXPENSE TOTAL		\$324,100.00	\$0.00	\$0.00	\$324,100.00	
REVENUE TOTAL		\$640,100.00	\$1,659.25	\$1,659.25	\$638,440.75	

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	ACTUAL M-T-D	Y-T-D	UNEXPENDED BUDGET	% USED
30-00-344	GRANTS	\$363,920.00	\$0.00	\$0.00	\$363,920.00	.00
30-00-375	IEPA LOAN FOR WELL 7	\$1,000,000.00	\$0.00	\$0.00	\$1,000,000.00	.00
30-00-381	INTEREST INCOME	\$155,400.00	\$4,577.52	\$4,577.52	\$150,822.48	2.95
30-00-399	INTER FUND TRANSFERS IN	\$1,830,000.00	\$0.00	\$0.00	\$1,830,000.00	.00
** TOTAL REVENUE		\$3,349,320.00	\$4,577.52	\$4,577.52	\$3,344,742.48	.14
30-00-810-4	AUTO TRANSFER SWITCH GEN (WATER	\$45,000.00	\$0.00	\$0.00	\$45,000.00	.00
30-00-810-6	WELL 7 & RAW WATER MAIN EXTENSIO	\$404,000.00	\$0.00	\$0.00	\$404,000.00	.00
30-00-810-8	WATER TOWER,GROUND STORAGE TANK,	\$1,230,000.00	\$0.00	\$0.00	\$1,230,000.00	.00
30-00-812-1	INSERT HYDRANT VALVES	\$45,000.00	\$0.00	\$0.00	\$45,000.00	.00
30-00-835	GRADE SCHOOL WALKING TRAIL	\$580,000.00	\$0.00	\$0.00	\$580,000.00	.00
30-00-851	LIBRARY REPAIRS & ADA EXTERIOR D	\$241,200.00	\$0.00	\$0.00	\$241,200.00	.00
30-00-860	RESURFACE PARKING LOTS A,B,C&D	\$845,400.00	\$0.00	\$0.00	\$845,400.00	.00
30-00-862-10	STREET REPAIR ASPHALT BOX	\$35,000.00	\$0.00	\$0.00	\$35,000.00	.00
30-00-862-5	DUMP TRUCK	\$110,000.00	\$0.00	\$0.00	\$110,000.00	.00
30-00-862-7	TRAILER	\$12,000.00	\$3,750.00	\$3,750.00	\$8,250.00	31.25
30-00-864	STREET STRIPING PAVEMENT PROGRAM	\$82,500.00	\$0.00	\$0.00	\$82,500.00	.00
30-00-864-11	ST. MAINT. TOTAL PATCHER	\$125,000.00	\$0.00	\$0.00	\$125,000.00	.00
30-00-882	ANNUAL PAVEMENT DESIGN	\$500,000.00	\$0.00	\$0.00	\$500,000.00	.00
30-00-885-2	VILLAGE HALL METAL ROOF	\$66,000.00	\$0.00	\$0.00	\$66,000.00	.00
30-00-885-3	D#4 PRESS BOX ROOFS	\$5,400.00	\$0.00	\$0.00	\$5,400.00	.00
30-00-885-4	VETERAN'S PAVILION METAL ROOF	\$14,560.00	\$0.00	\$0.00	\$14,560.00	.00
30-00-892	PARK TRAIL RESTORATION, SEALCOAT	\$380,000.00	\$0.00	\$0.00	\$380,000.00	.00
30-00-895-7	VETERAN'S POND REPAIR	\$55,000.00	\$0.00	\$0.00	\$55,000.00	.00
30-00-898	PRAIRIE WINDS DEVELOPMENT	\$1,830,000.00	\$0.00	\$0.00	\$1,830,000.00	.00
** TOTAL EXPENSE		\$6,606,060.00	\$3,750.00	\$3,750.00	\$6,602,310.00	.06
DEPARTMENT 00 TOTALS		\$3,256,740.00C	\$827.52	\$827.52	\$3,257,567.52-	.03-
** FUND	30	TOTAL	\$827.52	\$827.52		
EXPENSE TOTAL		\$6,606,060.00	\$3,750.00	\$3,750.00	\$6,602,310.00	
REVENUE TOTAL		\$3,349,320.00	\$4,577.52	\$4,577.52	\$3,344,742.48	

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	M-T-D	ACTUAL Y-T-D	UNEXPENDED BUDGET	% USED
31-00-366	LOAN INCENTIVE REPAYMENTS	\$16,690.00	\$0.00	\$0.00	\$16,690.00	.00
31-00-381	INTEREST REVENUE	\$45,000.00	\$2,174.33	\$2,174.33	\$42,825.67	4.83
31-00-392	PROCEEDS-SALE OF PROPERTY	\$400,000.00	\$0.00	\$0.00	\$400,000.00	.00
** TOTAL REVENUE		\$461,690.00	\$2,174.33	\$2,174.33	\$459,515.67	.47
31-00-898-1	CRAWFORD'S GYM INFRANSTRUCTURE	\$400,000.00	\$0.00	\$0.00	\$400,000.00	.00
31-00-999-4	ECON. DEVEL. TRANSFER (OUT) TO C	\$1,830,000.00	\$0.00	\$0.00	\$1,830,000.00	.00
** TOTAL EXPENSE		\$2,230,000.00	\$0.00	\$0.00	\$2,230,000.00	.00
DEPARTMENT 00 TOTALS		\$1,768,310.00C	\$2,174.33	\$2,174.33	\$1,770,484.33-	.12-
** FUND	31	TOTAL	\$2,174.33	\$2,174.33		
EXPENSE TOTAL		\$2,230,000.00	\$0.00	\$0.00	\$2,230,000.00	
REVENUE TOTAL		\$461,690.00	\$2,174.33	\$2,174.33	\$459,515.67	

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	M-T-D	ACTUAL Y-T-D	UNEXPENDED BUDGET	% USED
38-00-381	INTEREST INCOME	\$60,000.00	\$4,577.52	\$4,577.52	\$55,422.48	7.63
	** TOTAL REVENUE	\$60,000.00	\$4,577.52	\$4,577.52	\$55,422.48	7.63
38-00-863-1	OSLAD DESIGN CONSTRUCTION OBSERV	\$960,000.00	\$0.00	\$0.00	\$960,000.00	.00
38-00-863-2	SPORTS/NATURE PARK TRAIL/PARK LO	\$100,000.00	\$0.00	\$0.00	\$100,000.00	.00
	** TOTAL EXPENSE	\$1,060,000.00	\$0.00	\$0.00	\$1,060,000.00	.00
	DEPARTMENT 00 TOTALS	\$1,000,000.00C	\$4,577.52	\$4,577.52	\$1,004,577.52-	.46-
** FUND	38	TOTAL				
EXPENSE TOTAL		\$1,060,000.00	\$4,577.52	\$4,577.52	\$1,060,000.00	
REVENUE TOTAL		\$60,000.00	\$4,577.52	\$4,577.52	\$55,422.48	

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	M-T-D	ACTUAL Y-T-D	UNEXPENDED BUDGET	% USED
51-00-361	WATER REVENUE	\$750,000.00	\$50,685.08	\$50,685.08	\$699,314.92	6.76
51-00-365	TAP ON FEES	\$6,000.00	\$0.00	\$0.00	\$6,000.00	.00
51-00-367	METERS/INSPECTIONS	\$4,000.00	\$0.00	\$0.00	\$4,000.00	.00
51-00-372	OREANA WATER REVENUE	\$76,000.00	\$7,012.52	\$7,012.52	\$68,987.48	9.23
51-00-381	INTEREST INCOME	\$9,000.00	\$496.11	\$496.11	\$8,503.89	5.51
51-00-389	MISCELLANEOUS	\$1,000.00	\$225.00	\$225.00	\$775.00	22.50
** TOTAL REVENUE		\$846,000.00	\$58,418.71	\$58,418.71	\$787,581.29	6.91
51-00-421	SALARIES-REGULAR	\$135,000.00	\$12,213.64	\$12,213.64	\$122,786.36	9.05
51-00-423	SALARIES-OVERTIME	\$14,600.00	\$1,743.58	\$1,743.58	\$12,856.42	11.94
51-00-451	HEALTH/DENTAL/VISION INSURANCE	\$27,000.00	\$4,502.03	\$4,502.03	\$22,497.97	16.67
51-00-461	FICA (CONTRIBUTION)	\$12,000.00	\$1,047.21	\$1,047.21	\$10,952.79	8.73
51-00-462	I M R F CONTRIBUTION	\$16,000.00	\$1,487.84	\$1,487.84	\$14,512.16	9.30
51-00-471	UNIFORMS	\$2,500.00	\$0.00	\$0.00	\$2,500.00	.00
51-00-511	BUILDING MAINTENANCE SERVICE	\$70,000.00	\$0.00	\$0.00	\$70,000.00	.00
51-00-512	EQUIPMENT MAINTENANCE SERVICE	\$100,000.00	\$0.00	\$0.00	\$100,000.00	.00
51-00-513	VEHICLE MAINTENANCE SERVICE	\$100.00	\$0.00	\$0.00	\$100.00	.00
51-00-532	ENGINEERING SERVICE	\$20,000.00	\$0.00	\$0.00	\$20,000.00	.00
51-00-547	PLUMBING INSPECTION	\$1,500.00	\$0.00	\$0.00	\$1,500.00	.00
51-00-549	OTHER PROFESSIONAL SERVICES	\$15,000.00	\$0.00	\$0.00	\$15,000.00	.00
51-00-549-1	OUT SOURCE UTILITY BILLING	\$7,000.00	\$0.00	\$0.00	\$7,000.00	.00
51-00-549-2	ONLINE PAYMENT FEES	\$4,000.00	\$0.00	\$0.00	\$4,000.00	.00
51-00-551	POSTAGE	\$100.00	\$0.00	\$0.00	\$100.00	.00
51-00-552	TELEPHONE/INTERNET	\$8,000.00	\$286.58	\$286.58	\$7,713.42	3.58
51-00-560	PROFESSIONAL DEVELOPMENT	\$4,000.00	\$546.00CR	\$546.00C	\$4,546.00	13.65-
51-00-571	UTILITIES	\$100,000.00	\$0.00	\$0.00	\$100,000.00	.00
51-00-611	BUILDING MAINTENANCE SUPPLIES	\$2,000.00	\$89.88	\$89.88	\$1,910.12	4.49
51-00-612	EQUIPMENT MAINTENANCE SUPPLIES	\$80,000.00	\$0.00	\$0.00	\$80,000.00	.00
51-00-613	VEHICLE MAINTENANCE SUPPLIES	\$100.00	\$0.00	\$0.00	\$100.00	.00
51-00-617	GROUND MAINTENANCE SUPPLIES	\$1,000.00	\$0.00	\$0.00	\$1,000.00	.00
51-00-651	OFFICE SUPPLIES	\$100.00	\$0.00	\$0.00	\$100.00	.00
51-00-651-1	COMPUTER/EQUIPMENT	\$500.00	\$0.00	\$0.00	\$500.00	.00
51-00-652	OPERATING SUPPLIES (METERS)	\$10,000.00	\$14.98	\$14.98	\$9,985.02	.15
51-00-653	SMALL TOOLS	\$100.00	\$0.00	\$0.00	\$100.00	.00
51-00-654	JANITORIAL SUPPLIES	\$200.00	\$0.00	\$0.00	\$200.00	.00
51-00-655	FUEL	\$1,000.00	\$0.00	\$0.00	\$1,000.00	.00
51-00-656	CHEMICALS	\$450,000.00	\$6,811.99	\$6,811.99	\$443,188.01	1.51
51-00-929	MISCELLANEOUS EXPENSE	\$100.00	\$0.00	\$0.00	\$100.00	.00
** TOTAL EXPENSE		\$1,081,900.00	\$27,651.73	\$27,651.73	\$1,054,248.27	2.56
DEPARTMENT 00 TOTALS		\$235,900.00C	\$30,766.98	\$30,766.98	\$266,666.98-	13.04-
** FUND	51	TOTAL				
EXPENSE TOTAL		\$1,081,900.00	\$27,651.73	\$27,651.73	\$1,054,248.27	
REVENUE TOTAL		\$846,000.00	\$58,418.71	\$58,418.71	\$787,581.29	

G/L ACCT NUMBER	TITLE	FISCAL BUDGET	ACTUAL M-T-D	Y-T-D	UNEXPENDED BUDGET	% USED
52-00-362	SEWER REVENUE	\$420,000.00	\$30,341.56	\$30,341.56	\$389,658.44	7.22
52-00-365	FEES & PERMITS	\$1,500.00	\$0.00	\$0.00	\$1,500.00	.00
52-00-369	MONTEZUMA SEWERS	\$550.00	\$46.20	\$46.20	\$503.80	8.40
52-00-370	HP ESTATES SEWER	\$3,600.00	\$157.38	\$157.38	\$3,442.62	4.37
52-00-371	HP PARK SUBDIVISION SEWER	\$550.00	\$45.48	\$45.48	\$504.52	8.27
52-00-381	INTEREST INCOME	\$14,000.00	\$839.52	\$839.52	\$13,160.48	6.00
** TOTAL REVENUE		\$440,200.00	\$31,430.14	\$31,430.14	\$408,769.86	7.14
52-00-421	SALARIES-REGULAR	\$19,000.00	\$1,725.54	\$1,725.54	\$17,274.46	9.08
52-00-423	SALARIES-OVERTIME	\$2,000.00	\$101.40	\$101.40	\$1,898.60	5.07
52-00-451	HEALTH/DENTAL/VISION INSURANCE	\$12,600.00	\$1,930.28	\$1,930.28	\$10,669.72	15.32
52-00-461	FICA (CONTRIBUTION)	\$1,600.00	\$136.32	\$136.32	\$1,463.68	8.52
52-00-462	I M R F CONTRIBUTION	\$2,300.00	\$194.76	\$194.76	\$2,105.24	8.47
52-00-471	UNIFORM ALLOWANCE	\$2,000.00	\$0.00	\$0.00	\$2,000.00	.00
52-00-512	EQUIPMENT MAINTENANCE SERVICE	\$40,000.00	\$0.00	\$0.00	\$40,000.00	.00
52-00-513	VEHICLE MAINTENANCE SERVICE	\$100.00	\$0.00	\$0.00	\$100.00	.00
52-00-517	GROUND MAINTENANCE SERVICE	\$25,000.00	\$0.00	\$0.00	\$25,000.00	.00
52-00-517-1	LANDSCAPING TREE SERVICES	\$2,000.00	\$0.00	\$0.00	\$2,000.00	.00
52-00-549	OTHER PROFESSIONAL SERVICES	\$1,500.00	\$0.00	\$0.00	\$1,500.00	.00
52-00-549-1	OUT SOURCE UTILITY BILLING	\$7,000.00	\$0.00	\$0.00	\$7,000.00	.00
52-00-549-2	ONLINE PAYMENT FEES	\$4,000.00	\$0.00	\$0.00	\$4,000.00	.00
52-00-552	TELEPHONE/INTERNET	\$7,500.00	\$0.00	\$0.00	\$7,500.00	.00
52-00-560	PROFESSIONAL DEVELOPMENT	\$500.00	\$0.00	\$0.00	\$500.00	.00
52-00-571	UTILITIES	\$10,000.00	\$0.00	\$0.00	\$10,000.00	.00
52-00-578	SEWER DISCHARGE FEE	\$310,000.00	\$0.00	\$0.00	\$310,000.00	.00
52-00-612	EQUIPMENT MAINTENANCE SUPPLIES	\$2,000.00	\$0.00	\$0.00	\$2,000.00	.00
52-00-613	VEHICLE MAINTENANCE SUPPLIES	\$500.00	\$0.00	\$0.00	\$500.00	.00
52-00-652	OPERATING SUPPLIES	\$500.00	\$0.00	\$0.00	\$500.00	.00
52-00-653	SMALL TOOLS	\$150.00	\$0.00	\$0.00	\$150.00	.00
52-00-655	FUEL	\$500.00	\$0.00	\$0.00	\$500.00	.00
52-00-929	MISCELLANEOUS EXPENSE	\$500.00	\$0.00	\$0.00	\$500.00	.00
** TOTAL EXPENSE		\$451,250.00	\$4,088.30	\$4,088.30	\$447,161.70	.91
** FUND	52	TOTAL				
EXPENSE TOTAL		\$451,250.00	\$4,088.30	\$4,088.30	\$447,161.70	
REVENUE TOTAL		\$440,200.00	\$31,430.14	\$31,430.14	\$408,769.86	

ADMINISTRATION REPORTS

Public Works Report 1-29-25

Parks:

- * Parking Lot A (Weaver Rd) is at a stand still due to the weather.
- * Backstops at Fields 1,2,3 have been taken down. French drain work in progress.
- * Still removing dead trees, we do plan on planting quite a few this coming Spring.
- * Library / Community Room painting is complete. The Hallway is next
- * Burdick is working on Nature Park field tile. Once that is complete, final grading can be completed and trees planted.
- * Painting park picnic tables.

Parks to do list:

- * Veteran's Pond Spillway.
- * Place clay bricks at Fields 1,2,3,5 batter's boxes and 5 mound.
- * Add dirt to the south trail system, community room walkway edges, cut dead trees around parks, and hole #7- and #15-disc golf basket improvements.

Park Priorities for the upcoming few weeks:

Backstops.

Village:

- * We maintained the Village Hall, the Library, and other property / easements throughout the Village.
- * We worked on permits, ordinances, inspections, and concerns (especially fiber optics).
- * Bodine Traffic Division will continue working on traffic lights this week. (Cox, Lucille, Barnett).
- * Contractors are back working on Dollar General, going up quickly.
- * Carpet Weavers coming along.

Village to do list:

- * Road patching as weather allows.

Village Priorities for the upcoming few weeks:

Prairie Winds growth.

Water Treatment Plant / Sewer:

- * Continued with meeting monthly / annual IEPA sampling and analysis requirements.
- * Well 7 work continues. Well 7 coliform samples have passed. The water main from Well 7 to Well 6 has been cleaned using a mechanical cleaning mechanism (PIG). Burdick has sampled the main for coliform (bacteria). We are waiting for the results. Other work needed at Well 7 is well depth cal, flow meter cal, SCADA tie in, and VFD verification.
- * Claricone #1 was temporarily taken out-of-serve to unclog lime feed line and to perform annual maintenance / cleaning.
- * North Tower level measurement water line failed and has been repaired.

* As we have time, we are working on verifying water valve positions and exercising the water valves. Started at North Tower 12" water main and moved out west. Found 3 valves so far that were closed, and they should have been open.

Water / Sewer priorities and to do list is:

- * Polymer system upgrade. We visited East Alton water plant, as they are a similar plant and have an efficient polymer system.
- * Potassium Permanganate pump replacement. Feed lines (possibly the injectors as well) will also be replaced.
- * Lime feed pump replacement. We do have spare, and we will send in the old pump for service.

Thanks, Darin – Public Works Director

ENGINEER'S REPORT

Forsyth; February 4, 2025 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 complete and meetings with property owners to negotiate the acquisitions have occurred. The acquisition documents have been submitted to IDOT for approval. By way of new FHWA requirements, IDOT requests review appraisals be performed. We are currently awaiting these from the review appraiser. AT&T has been contacted and locations for relocating each of their utility poles has been identified and staked. Ameren informed us they will begin work on moving the pole in the next few weeks.

Construction plans and specifications have been approved by IDOT and signed by the Village. The project will be let in April 2025 with construction commencing in spring of 2025.

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.

Tile replacement continues and will continue until fully completed as weather permits. Final seeding and tree installation will be the final items to install this spring once the seed bed has been prepared and all other work is complete.

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 system startup. Burdick personnel have been on site to take water samples and flush the new raw water main. This process will need to be repeated until passing samples are received two consecutive days in a row.

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. Chastain and Staff are currently working with IDOT and the contractor to get the median seal coated.

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 project is now ready for design and a contract for the design and bidding will be forthcoming once the Village has an approved budget for 2025.

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. The Phase I is being processed as a State Approved Categorical Exclusion.

ENGINEER'S REPORT

Forsyth; February 4, 2025 Board Meeting

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



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The project has received environmental clearances and Andrews has prepared the PESA. IDOT has provided review comments of the Draft Phase I submittal. Chastain has submitted final Phase I documents to obtain Design Approval.

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 standpipe at the water treatment plant. This project is anticipated to utilize an IEPA loan to fund the construction.

The Project Plan for an IEPA Loan application has been submitted to the IEPA. Awaiting approval of the Project Plan. The IEPA construction permit was received.

Project 8811 – Pavement Striping Design & Bid

This project consists of establishing a striping plan for the 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. The contractor completed the first portion of work which included new centerlines, stop bars, and pavement symbols around town. A supplement to do more work under this contract has been approved and work will finish in the spring.

Project 8821 – Parking Lot A Reconstruction

This project consists of removing and reconstructing Parking Lot A with the addition of storm sewer and underground detention. Construction has been suspended until weather conditions allow the remainder of the work to be completed in the spring.

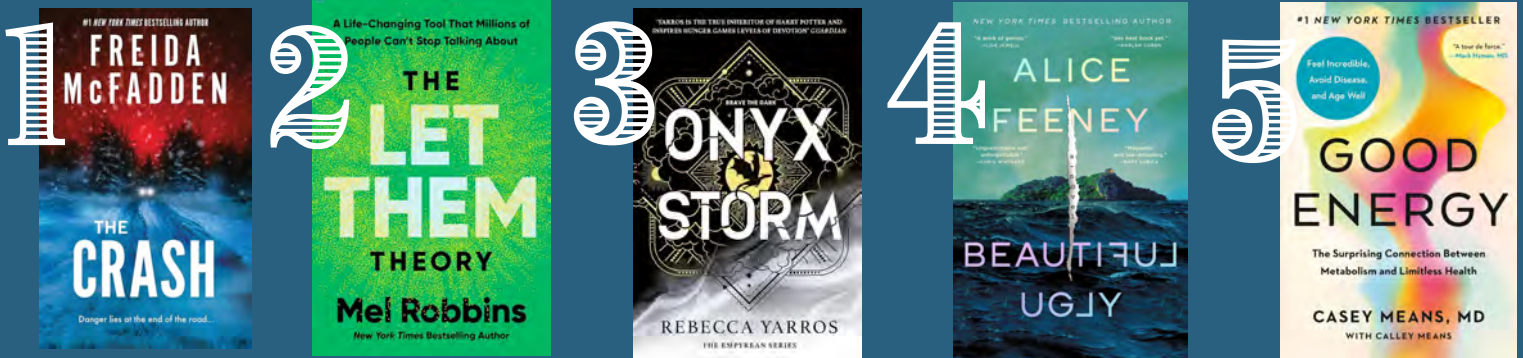
LIBRARY UPDATES:

- One of the highlights of January was a collaboration with MFGS staff members to bring our library's resources to their students as well as bringing their students to our library. I visited the 5th grade classrooms to teach students how to utilize online databases to find accurate information before inviting them to our library to check out books on their historical figure. The culmination of this partnership will be the presentation of the 5th Grade Living Museum here at FPL in early March.
- We also partnered with the Maroa Public Library to sponsor a Winter Reading Challenge for M-F students. Congrats to our winner Olivia (pictured right) with Youth Services Librarian, Miss Kelsey.
- January kicked off two NEW monthly adult programs. The Adult True Crime Club will next meet on February 18 to discuss the Netflix documentary *Cold Case: Who Killed JonBenet Ramsey?*. Crafternoon Delight will be held the first and third Mondays of each month. Patrons are invited to bring crafts or sewing projects and enjoy good conversation while they work on a project of their choosing. Other popular adult programs this month included an Adult Glass Etching Class and Team Trivia.
- In February, we will offer a Valentine's Cake Pop Decorating program on Feb 1, a Winter Seed Sowing program on Feb 5, Bingo at the Library on Feb 11, and a Gut Health workshop on Feb 28 in addition to Chair Yoga, Coffee Talk, Tech Club and our two book clubs.
- We've seen great success with our Saturday Drop In programs. The goal is to provide a free family-friendly activity or event each Saturday morning. January options included 2025 Inspiration Boards, Make Your Own Puzzle, CD Scratch Art, and Play-doh Fun. In February, we're looking forward to making Valentines for Vets, Mini Golf at the Library, a Winter Craft Drop-In, and a Stuffie Repair Clinic.
- Beyond our Pokemon, Graphic Novel and Cross-Stitching Kids' clubs, we also are hosting an indoor snowball fight on February 18 and will have kids' take and make crafts available starting Feb 4.
- The annual Per Capita report and the IPLAR report were both recently completed and submitted to the Illinois State Library as required.



Melanie Weigel, Director

MOST REQUESTED BOOKS IN JANUARY



OLD BUSINESS

ITEM 1

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: February 4, 2025
Subject: Maroa Forsyth School Bike Path

The Village of Forsyth is moving forward with the construction of a new bike path extending from the existing path at the intersection of Cox Street and Smith Street to the east entrance of Maroa-Forsyth Grade School. This project is funded through the IDOT ITEP program, with an 80/20 funding structure.

The attached documents initiate the local execution process, with the goal of securing a letting in April and beginning construction in the spring. Please review the materials and proceed accordingly.

If you have any questions or need further clarification, please let us know.

RESOLUTION NUMBER 1-2025**RESOLUTION APPROVING A JOINT FUNDING AGREEMENT FOR FEDERALLY FUNDED CONSTRUCTION WITH IDOT FOR BIKE PATH PROJECT AND APPROVING EXPENDITURE OF FUNDS FOR THE BIKE PATH PROJECT**

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

WHEREAS, the Village intends to construct a 10' wide asphalt bike path that will begin at the southeast corner of Cox Street and Smith Street where the sidewalk currently ends Construction of the path will extend east then turn and cross Cox Street and it will continue north behind the houses in the former railway right-of-way. Before reaching East Shafer Street, the path will turn and run east until it connects to the Maroa-Forsyth Grade School. Ditches will be cleaned up along Shafer Street. All is collectively referred to herein as the “Project”.

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (“IDOT”) and the Village.

WHEREAS, the improvements require matching funds.

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

SECTION 1: The recitals set forth above are incorporated herein as if full stated and set forth in this Section 1.

SECTION 2: The Mayor and Village Board of Trustees hereby approves the terms of the Joint Funding Agreement for Federally Funded Construction with IDOT on State Job Number C-97-095-24 including all Schedules (“Agreement”) and hereby authorize

the Village Administrator to sign and deliver the Agreement with IDOT and all documents necessary for the Project.

SECTION 3: In accordance with the terms of the Agreement, the Mayor and the Village Board of Trustees approves the expenditure of \$90,980.00 for the Project or as much as may be needed to match the required funding to complete the proposed improvement and agrees to bring a supplemental resolution before this Board if necessary to approve the expenditure of additional funds for the completion of the Project.

SECTION 4: This Resolution shall become Schedule 5 of the Agreement.

SECTION 5: The Village Clerk is directed to transmit 3 copies of the Agreement and this Resolution to IDOT District 7 Bureau of Local Roads and Streets.

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

SECTION 7: 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 February, 2025, 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



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Forsyth	Macon	18-00010-00-BT

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STATE ITEP	743005	N/A	N/A

Construction

State Job Number	Project Number
C-97-095-24	

☐ Local Let/Day Labor ☒ Construction on State Letting ☐ Construction Engineering ☒ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Maroa-Forsyth School Bike Path	Various	0.72 mi.	Various	Various

Location Termini
Various

Current Jurisdiction	Existing Structure Number(s)	
Village of Forsyth	N/A	<button>Remove</button>

PROJECT DESCRIPTION

This project will construct a 10' wide asphalt bike path that will begin at the southeast corner of Cox Street and Smith Street where the sidewalk currently ends. The path will extend east then turn and cross Cox Street. It will continue north behind the houses where the old railroad was. Before reaching East Shafer Street, the path will turn and run east until it connects to the Maroa-Forysth Grade School. Ditches will be cleaned up along Shafer Street.

Village of Forsyth

18-00010-00-BT

C9709524

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "STATE". The STATE and LPA jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "FHWA".

I. GENERAL

- 1.1 Availability of Appropriation: Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The STATE may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the LPA by the STATE or the federal funding source, (ii) the Governor or STATE reserves funds, or (iii) the Governor or STATE determines that funds will not or may not be available for payment. The STATE shall provide notice, in writing, to LPA of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the STATE, the STATE must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the STATE determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the STATE may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the STATE without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If LPA fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The LPA certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. LPA certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is LPA's responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The LPA certifies to the best of it's knowledge that it's officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. LPA certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. LPA certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the LPA, or its affiliate(s), is/are delinquent in the payment of any debt to the STATE, unless the LPA, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and STATE acknowledges the LPA may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The LPA certifies to the best of its knowledge and belief that it's officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

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commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

2.7 Construction of Fixed Works. The LPA certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the LPA shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

2.8 Criminal Convictions. The LPA certifies that neither it nor any managerial agent of LPA has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The LPA further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that STATE shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

2.9 Improper Influence. The LPA certifies that no funds have been paid or will be paid by or on behalf of the LPA to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the LPA certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

2.10 Telecom Prohibition. The LPA certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.

2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The LPA certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the LPA may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that LPA's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The STATE may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the LPA relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the LPA from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2.12 Organizational Conflict of Interest - The LPA certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or LPA or impair the objectivity in performing the contract work.

2.13 Accounting System. The LPA certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

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pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the LPA shall use reasonable efforts to ensure that funding streams are delineated within LPA's accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 Single Audits: The LPA shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, LPA expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), LPA must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the STATE (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the STATE (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

- 3.2 STATE Audits: The STATE may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The LPA agrees to implement any audit findings contained in the STATE's authorized inspection or review, final audit, the STATE's independent audit, or as a result of any duly authorized inspection or review.
- 3.3 Record Retention: The LPA shall maintain for three (3) years from the date of final project closeout by the STATE, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 Accessibility of Records: The LPA shall permit, and shall require its contractors and auditors to permit, the STATE, and any authorized agent of the STATE, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the LPA with regard to the Project. The LPA in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized STATE representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the STATE's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the STATE (including auditors), by the state of Illinois or by federal statute. The LPA shall cooperate fully in any such audit or inquiry.
- 3.5 Failure to maintain the books and records: Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 LPA Appropriation Requirement: By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 Reimbursement Requests: For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
- 4.4 Financial Integrity Review and Evaluation (FIRE) program: LPA's and the STATE must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 Final Invoice: The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

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may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 **Project Closeout:** The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the STATE and the FHWA.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved LPA DBE Program or on STATE awarded contracts, this agreement shall be administered under the provisions of the STATE'S USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the STATE. The LPA will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

Local Public Agency	Section Number	State Job Number	Page 63 of 188 Project Number
Village of Forsyth	18-00010-00-BT	C9709524	

- 6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:
- To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Division of Cost
☒	2.	Location Map
☒	3.	Risk Assessment
☒	4.	Attestations
☒	5.	Resolution*
☒	6.	Changes in Agreement Provisions
☐		
☐		
☐		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Page 64 of 188 Project Number
Village of Forsyth	18-00010-00-BT	C9709524	

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Title of Official

Signature

Date

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The above signature certifies the agency's TIN number is

376020416 conducting business as a Governmental Entity.

DUNS Number 032786600

UEI

APPROVED

State of Illinois

Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

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By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

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Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

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Michael Prater, Chief Counsel

Date

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Vicki Wilson, Chief Fiscal Officer

Date

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NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☒ Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 1

Page 65 of 188

Local Public Agency	County	Section Number	State Job Number
Village of Forsyth	Macon	18-00010-00-BT	C-97-095-24

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public	
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount
Participating Construction				ITEP	\$347,920.00	*	Local	
Utilities				ITEP	\$16,000.00	*	Local	
Total				Total	\$363,920.00		Total	\$

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

* 80% ITEP Funds NTE \$363,920 (Utilities 80% NTE \$16,000)

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Fed costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated amount until the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - LPA's Share _____ Balance _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE upon receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (approved to the contractor until the entire obligation incurred under this agreement has been paid.

SCHEDULE NUMBER 3

Page 66 of 188

Local Public Agency	Section Number	County	State Job Number
Village of Forsyth	18-00010-00-BT	Macon	

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on)
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	<u>0 points</u> - no significant changes in the last 4 or more years but majority of key staff and officials have not changed in the significant key staff or elected leadership changes within the significant key staff and elected leadership changes within the
	What is the LPA's history with federal-aid funded transportation projects?	<u>0 points</u> - One or more federal-aid funded transportation projects; <u>1 point</u> - At least one project initiated within the past three years; <u>3 points</u> - None or more
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	<u>0 points</u> - Full-time employee with experience designated as "charge"; <u>1 point</u> - LPA has qualified technical staff, but will rely on consultant to manage day-to-day with LPA technical staff or no technical staff and all technical work will be completed by consultant; <u>3 points</u> - LPA has prior experience with federal-aid projects; <u>3 points</u> - LP experience or technical expertise and relying solely on consultants
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	<u>0 points</u> - No; <u>1 point</u> - Delays of 6 or more months; <u>2 points</u> - 6 months or more; <u>3 points</u> - 1 year or more years of delay
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	<u>0 points</u> - yes; <u>3 points</u> - no
	What is the LPA's accounting system?	<u>0 points</u> - Automated accounting software; <u>1 point</u> - Spreadsheet only; <u>3 points</u> - none
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	<u>0 points</u> - yes; <u>3 points</u> - no
Audits	When was the last time a financial statement audit was conducted?	<u>0 points</u> - in the past year; <u>1 point</u> - in the past two years; <u>2 points</u> - 2 years; <u>3 points</u> - 4 years or more, or never
	What type of financial statement audit has the organization had conducted?	<u>0 points</u> - Single Audit/Program Specific Audit in accordance with Generally Accepted Government Auditing Standards; <u>1 point</u> - Financial audit conducted in accordance with Generally Accepted Government Auditing Standards; <u>1 point</u> - Other type? or no audit required; <u>3 points</u> - none
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	<u>0 points</u> - no; <u>3 points</u> - yes, or no audits required
	Have the findings been resolved?	<u>0 points</u> - yes or no findings; <u>1 point</u> - in progress; <u>3 points</u> - no

Summary of Risk

General History of Performance	0
Financial Controls	0
Audits	0
Total	0

District Review Signature & Date

Mindy Jansen

Digitally signed by Mindy Jansen
Date: 2025.01.10 14:48:35 -06'00'

Central Office

Teresa

Additional Requirements? ☐ Yes ☒ No

Local Public Agency	Section Number	State Job Number	Page 67 of 188 Project Number
Village of Forsyth	18-00010-00-BT	C9709524	

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did Village of Forsyth LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

☐ Yes ☐ No

2. Does the Village of Forsyth LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current Village of Forsyth LPA fiscal year?

☐ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the Village of Forsyth LPA performed a single audit for their previous fiscal year?

☐ Yes ☐ No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?

☐ Yes ☐ No

b. For the current fiscal year, does the Village of Forsyth LPA intend to comply with Subpart F of 2 CFR 200?

☐ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
		Village of Forsyth

Signature & Date

Local Public Agency	Section Number	State Job Number	Page 68 of 188 Project Number
Village of Forsyth	18-00010-00-BT	C9709524	

SCHEDULE NUMBER 5

Resolution No. _____

A Resolution for:

Section Number 18-00010-00-BT

State Job Number C-97-095-24

Project Number _____

WHEREAS, the Village of Forsyth is proposing to
install sidewalks along various routes

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the Village Board

Section 1: The Village Board hereby appropriates \$100,000.00
or as much as may be needed to match the required funding to complete the proposed improvement from
Local Funds and furthermore agree to pass a supplemental resolution if necessary to
appropriate additional funds for completion of the project.

Section 2: The Village President is hereby authorized to execute an AGREEMENT with IDOT
for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The Village Clerk of Forsyth is directed to transmit 2 (two) copies of the AGREEMENT
and Resolution to IDOT District 7 Bureau of Local Roads and Streets.

I, Cheryl Marty Village Clerk in and for said Village
Name of Clerk Local Public Agency Type Local Public Agency Type
of Forsyth in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Forsyth at a meeting held on _____
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____ ..
Day Month, Year

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

Instructions for BLR 05310C Page 1 of 4

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets (BLRS) Manual, Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency

Name of Local Public Agency	Insert the name of the LPA.																																
County	Insert the name of the county in which the LPA is located.																																
Section Number	Insert the section without dashes. The dashes are automatically inserted.																																
Fund Type	Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.).																																
ITEP, SRTS, HSIP, Number	Insert the ITEP, SRTS, HSIP number assigned to this project.																																
MPO Name	From the drop-down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are:																																
	<table border="0"> <tr> <td>Bi-State</td> <td>Bi-State Regional Commission</td> </tr> <tr> <td>CMA</td> <td>Chicago Metropolitan Planning Organization</td> </tr> <tr> <td>CUUATS</td> <td>Champaign/Urbana Urban Area Transportation Study</td> </tr> <tr> <td>DATS</td> <td>Danville Area Transportation Study</td> </tr> <tr> <td>DMATS</td> <td>Dubuque</td> </tr> <tr> <td>DSATS</td> <td>DeKalb/Sycamore Area Transportation Study</td> </tr> <tr> <td>DUATS</td> <td>Decatur Urbanized Area Transportation Study</td> </tr> <tr> <td>EWGCG</td> <td>East-West Gateway Council of Governments</td> </tr> <tr> <td>KATS</td> <td>Kankakee Area Transportation Study</td> </tr> <tr> <td>MCRPC</td> <td>McLean County Regional Planning Commission</td> </tr> <tr> <td>PPUATS</td> <td>Peoria/Pekin Urban Area Transportation Study</td> </tr> <tr> <td>RPC</td> <td>Region 1 Planning Council</td> </tr> <tr> <td>SATS</td> <td>Springfield Area Transportation Study</td> </tr> <tr> <td>SEMPO</td> <td>South East Metropolitan Planning Organization</td> </tr> <tr> <td>SIMPO</td> <td>Southern Illinois Metropolitan Planning Organization</td> </tr> <tr> <td>SLATS</td> <td>State Line Area Transportation Study</td> </tr> </table>	Bi-State	Bi-State Regional Commission	CMA	Chicago Metropolitan Planning Organization	CUUATS	Champaign/Urbana Urban Area Transportation Study	DATS	Danville Area Transportation Study	DMATS	Dubuque	DSATS	DeKalb/Sycamore Area Transportation Study	DUATS	Decatur Urbanized Area Transportation Study	EWGCG	East-West Gateway Council of Governments	KATS	Kankakee Area Transportation Study	MCRPC	McLean County Regional Planning Commission	PPUATS	Peoria/Pekin Urban Area Transportation Study	RPC	Region 1 Planning Council	SATS	Springfield Area Transportation Study	SEMPO	South East Metropolitan Planning Organization	SIMPO	Southern Illinois Metropolitan Planning Organization	SLATS	State Line Area Transportation Study
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SIMPO	Southern Illinois Metropolitan Planning Organization																																
SLATS	State Line Area Transportation Study																																

MPO Tip Number Insert MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A"

Construction

Job Number	Insert the job number assigned for the construction portion, the number will begin with a "C"
Project Number	Insert the project number assigned to the construction portion of this project.
Local Let/Day Labor	Check this box if the construction portion of this project will be local let or day labor.
Construction on State Letting	Check this box if the construction portion of this project will be on a state held letting.
Construction Engineering	Check this box if the construction portion of this project will involve construction engineering.
Utilities	Check this box if the construction portion of this project will involve utility work.
Railroad Work	Check this box if the construction portion of this project will involve railroad work.

Location**Use the add location button**

Local Street/Road Name	Insert the local street/road name.
Key Route	Insert the key route of the street/road listed above.
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for this project
To	Insert the ending station of the project as it pertains to the key route for this location for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.

Use the add location button to add additional locations if needed for up to a total of five locations. If there are more than five locations, use various.

Project Description

Project Description	Insert a description of the work to be accomplished by this project.
---------------------	--

Instructions for BLR 05310C Page 2 of 4**Agreement Signatures Execution**

Local Public Agency	The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number, DUNS Number, and the UEI (note the UEI will be replacing the DUNS Number https://sam.gov/content/duns-uei).
Illinois Dept. of Transportation	The appropriate IDOT official shall sign and date here.

Schedules

Within the schedule table, check the box as applicable. Insert the item number of the schedule and a description of the item.

1. Location Map - Attach a location map to this agreement showing all locations being improved by this project.
2. Location Map - Attach a location map to this agreement showing all locations being improved by this project.
3. Division of Cost — See separate instructions for completing this page. (All Agreements)
4. Risk Assessment - See separate instructions for completing these pages. (All Agreements)
5. Attestations - See separate instructions for completing this page. (All Agreements)
6. Resolution — The LPA must pass an appropriation resolution covering the local share of the project and must grant signature authority to the signee. Attach the resolution as Schedule 5. (check the box at the bottom of Agreement Signatures page) If BLR 09110 or BLR 09120 are used to appropriate local fund, attach these forms to the signature authorization resolution.

For additional schedules, check the selection box and insert a schedule number and a short schedule description / name and attach it to the agreement.

Division of Cost (Schedule 1) Instructions

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.

Lump-sum to be utilized second not to exceed \$20,000 EDP funds.

Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount.

Example: Maximum STR participation 80% not to exceed \$100,000.

Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds.

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work	Choose the type of work from the drop-down list. Types to choose from are: Participating Construction, Non-Participating Construction, Construction Engineering, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type from the drop-down.
Amount	Insert the amount of federal funds for the type of listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete with following for state funds.
Fund Type	Choose the type of state fund type from the drop-down.
Amount	Insert the amount of state funds for the type of listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	
Fund Type	Choose the type of LPA funds from the drop-down.
Amount	Insert the amount of LPA funds for the type of listed under fund type.
%	Insert the percentage of LPA funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

For State-Let Construction Projects

Method of Financing	This area is for state-let contract only. Check one.
Method A	If this box is checked, insert the dollar amount equal to 80% of the LPA's total obligation.
Method B	If this box is checked, insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.
Method C	If this box is checked, insert the dollar amount of the LPA's share of the construction costs for this project.

Instructions for BLR 05310C Page 3 of 4**LRS Federal Funds Risk Assessment (Schedule 3) Instructions**

The LPA shall complete the risk assessment to the best of their knowledge.

District staff will review the assessment and make recommendations for risk monitoring based on the results of the assessment. If monitoring is required above normal policy procedures, those requirements shall be itemized in the Additional Requirements box. Appropriate full-time district staff will approve the assessment by signing and dating in the box provided.

Attestation on Single Audit Compliance (Schedule 4) Instructions

The LPA shall complete the risk assessment to the best of their knowledge.

The appropriate local agency official shall certify the attestation by signing and dating in the box provided.

A minimum of two (2) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. If the DocuSign process is used no physical copies are required to be submitted.

Upon execution distribution will be as follows:

LPA
Bureau of Local Roads & Streets

Printing Instructions

For the document to print properly, please make sure "Orientation" is set to "Auto" (see image below) within the print dialog window. If this setting is not chosen, then some pages may be cut off during the printing process.

Orientation:

☒ Auto ☐ Portrait ☐ Landscape



Instructions for BLR 05310C Page 4 of 4

Sample Resolution

RESOLUTION No: _____

A Resolution for:

Section No: _____

Job No.: _____

Project No.: _____

WHEREAS, the [city, village, town, county] of _____ is proposing to

_____.

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the {Board} :

Section 1: The {Board} hereby appropriates \$ _____, _____ or as much as may be needed to match the required funding to complete the proposed improvement from {Local fund source} and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The {Local Official or delegate} is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

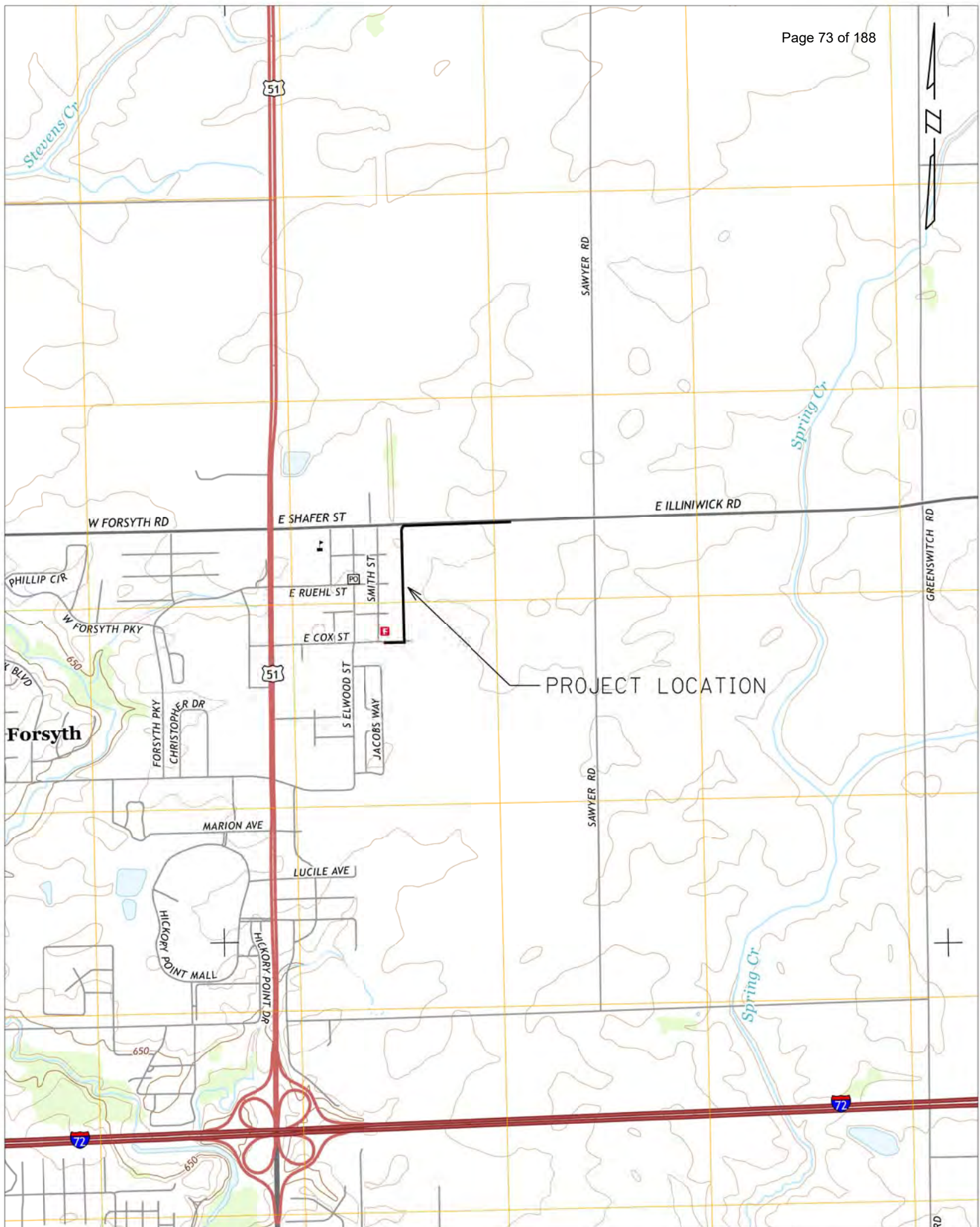
Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The _____ Clerk of _____ is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District _____ Bureau of Local Roads and Streets.

I, _____, _____ Clerk in and for _____, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution approved by the _____ at its meeting on the _____ day of _____, 20__.

IN TESTIMONY WHEREOF; I have unto set my hand and seal, at my office, this _____ day of _____, 20__.

(seal)



Local Public Agency	Section Number	State Job Number	Page 74 of 188 Project Number
Forsyth	18-00010-00-BT	C9709524	

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did Forsyth LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

☐ Yes ☐ No

2. Does the Forsyth LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current Forsyth LPA fiscal year?

☐ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the Forsyth LPA performed a single audit for their previous fiscal year?

☐ Yes ☐ No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?

☐ Yes ☐ No

b. For the current fiscal year, does the Forsyth LPA intend to comply with Subpart F of 2 CFR 200?

☐ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
Jill Applebee	Administrator	Forsyth
Signature & Date		
Jill Applebee 1-10-25		

Local Agency Village of Forsyth
Section Number 18-00010-00-BT
Job Number C-97-095-24

Schedule # 6

CHANGES IN AGREEMENT PROVISIONS
FORM BLR 05310C - STATE FUNDS ONLY

WHEREAS, it is necessary to revise certain portions of the Agreement.

BE IT MUTUALLY AGREED that the following shall be revised as follows:

Delete all references to the Federal Highway Administration (FHWA) and specific federal requirements.

NEW BUSINESS

ITEM 1



MEMORANDUM

To: The Honorable President and Board of Trustees
From: Ryan Raleigh, Director of Planning and Zoning
Date: 1-24-2025
Subject: Lamar Sign Variance

Lamar has made a request for variances to the Development Ordinance Sections 7.3 A(6), 7.3D, and 7.4.C.(13) to replace the second side of the existing billboard with a digital billboard like the one that was replaced last year for the real property located at 1401 Koester Drive, Forsyth, IL 62535 and legally described as Being at a point on the North line of the SW1/4 of the NW1/4 of said Sec. 23, said point being 1056.44 feet West of the intersection of the said North line and the West Right-of-Way line of the Illinois Terminal Railroad; thence Southerly along the west Right-of-Way line of Hickory Point Frontage Road (Koester Drive) on a grid bearing of 5.3°08'44.9"W., 242.18 feet to a point; thence Southerly along the said Westerly Right-of-Way line of bearing S.28°05'39.8"W., 221.5 feet, said point being the intersection of the West Right-of-Way of Hickory Point Frontage Road and the East Right-of-Way of U.S. Route 51; thence Northerly along the said East Right-of-Way line on the grid bearing of N.0°12'56.9"W., 175 feet; thence Northerly along the said East Right-of-Way line on a grid bearing of N.10°09'51.0"W., 259.55 feet to a point on the North line of the SW.1/4 of the NW.1/4 of said Sec. 23; thence Easterly along the said North line on a grid bearing of N.87°38'55.8"E., 164.20 feet to the point of Beginning.

The replacement digital billboard will be identical to the north facing side. The variance includes the following sections:

- 7.3 A(6) – Billboards are prohibited signs.
- 7.3D – Illumination is only permitted between 7:00 am and 11:00 pm. The variance would allow it 24/7.
- 7.4.C.(13) – Electronic Message Signs only allow a maximum of 50% of the total permitted sign area. The electronic billboard will cover 100% of the sign area.

Staff is recommending approval of the variance. The north side of the sign was replaced this year and there have been no complaints.

The Planning and Zoning Commission voted 6 to 0 in approval of the variance.

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 7.3 A(6), 7.3D, and 7.4.C.(13) to replace the second side of the existing billboard with a digital billboard like the one that was replaced last year for the real property located at 1401 Koester Drive, Forsyth, IL 62535 and legally described as Being at a point on the North line of the SW1/4 of the NW1/4 of said Sec. 23, said point being 1056.44 feet West of the intersection of the said North line and the West Right-of-Way line of the Illinois Terminal Railroad; thence Southerly along the west Right-of-Way line of Hickory Point Frontage Road (Koester Drive) on a grid bearing of 5.3°08'44.9"W., 242.18 feet to a point; thence Southerly along the said Westerly Right-of-Way line of bearing S.28°05'39.8"W., 221.5 feet, said point being the intersection of the West Right-of-Way of Hickory Point Frontage Road and the East Right-of-Way of U.S. Route 51; thence Northerly along he said East Right-of-Way line on the grid bearing of N.0°12'56.9"W., 175 feet; thence Northerly along the said East Right-of-Way line on a grid bearing of N.10°09'51.0"W., 259.55 feet to a point on the North line of the SW.1/4 of the NW.1/4 of said Sec. 23; thence Easterly along the said North line on a grid bearing of N.87°38'55.8"E., 164.20 feet to the point of Beginning.

Date: 1-24-25

On January 23, 2025 the Planning and Zoning Commission ("Commission") held a public hearing for a variance at 1401 Koester Drive, Forsyth, IL 62535. The notice of the public hearing was published in the Herald & Review on January 8, 2025. A copy of the certificate of publication is attached.

The application sought to vary the requirements of the Development Ordinance Section 7.3 A(6), 7.3D, and 7.4.C.(13) to replace the second side of the existing billboard with a digital billboard like the one that was replaced last year for the real property located at 1401 Koester Drive, Forsyth, IL 62535 and legally described as Being at a point on the North line of the SW1/4 of the NW1/4 of said Sec. 23, said point being 1056.44 feet West of the intersection of the said North line and the West Right of Way line of the Illinois Terminal Railroad; thence Southerly along the west Right-of-Way line of Hickory Point Frontage Road (Koester Drive) on a grid bearing of 5.3°08'44.9"W., 242.18 feet to a point; thence Southerly along the said Westerly Right-of-Way line of bearing S.28°05'39.8"W., 221.5 feet, said point being the intersection of the West Right of Way of Hickory Point Frontage Road and the East Right-of-Way of U.S. Route 51; thence Northerly along he said East Right-of-Way line on the grid bearing of N.0°12'56.9"W., 175 feet; thence Northerly along the said East Right-of-Way line on a grid bearing of N.10°09'51.0"W., 259.55 feet to a point on the North line of the SW.1/4 of the NW.1/4 of said Sec. 23; thence Easterly along the said North line on a grid bearing of N.87°38'55.8"E., 164.20 feet to the point of Beginning.

Mike Baietto from Lamar spoke about the plans for the sign and that it will match the north facing sign. The Commissioners asked if these are the same variances from the north side sign and were informed that they were. They also asked if there have been any complaints from the north side sign and were informed that there have not been any complaints. A commissioner also asked if notices had been sent to neighbors and was informed that they had.

Based on the public hearing, the Commission voted 6 to 0 to approve the variance. The Commission further made the following findings of fact:

1. The property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the existing zoning district. and
2. The plight of the owner is due to unique circumstances. and
3. If granted, the variation will not alter the essential character of the locality. The sign was changed on the north side last year and there have been no complaints to the Village.

The Commission further found as follows:

1. That the particular physical surroundings, shape, or topographical condition of the specific property involved would bring particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulation were to be carried out;
2. That the conditions upon which the petition for variation is based would not be generally applicable to other property within the same zoning district;
3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property;
4. That the alleged difficulty or particular hardship has not been created by any person presently having an interest in the property, or by the applicant;
5. That the granting of the variation will not be detrimental to the public welfare, or injurious to other property or improvements in the neighborhood in which the property is located; and
6. That the proposed variation will not:
 - (i) Impair an adequate supply of light and air to adjacent properties.
 - (ii) Substantially increase the hazard from fire or other dangers to said property or adjacent properties.
 - (iii) Otherwise impair the public health, safety, comfort, morals, or general welfare of the inhabitants of the Village.
 - (iv) Diminish or impair property values within the neighborhood.
 - (v) Unduly increase traffic congestion in the public streets and highways.
 - (vi) Create a nuisance.
 - (vii) Result in an increase in public expenditures.



 Chairman, Planning & Zoning Commission

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER 2025-3

**AN ORDINANCE APPROVING A VARIANCE TO CONVERT BILLBOARD TO A
DIGITAL BILLBOARD ON PROPERTY DESCRIBED AS PART OF THE SW $\frac{1}{4}$ OF
THE NW $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE 3RD
PRINCIPAL MERIDIAN IN MACON COUNTY ILLINOIS (PART OF "FORSYTH
PLAZA SOUTH") (PIN: 07-07-23-151-004)**

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 _____, 2025

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

ORDINANCE NO. 2025-3

AN ORDINANCE APPROVING A VARIANCE TO CONVERT BILLBOARD TO A DIGITAL BILLBOARD ON PROPERTY DESCRIBED AS PART OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN IN MACON COUNTY ILLINOIS (PART OF "FORSYTH PLAZA SOUTH") (PIN: 07-07-23-151-004)

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, an application was filed by LAMAR OCI North for a variance to Development Ordinance Section 7.3 A., C., and D. to convert an existing static billboard to a digital billboard on the south facing side on the real property legally described as: Part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23, Township 17 North, Range 2 East of the 3rd Principal Meridian in Macon County Illinois (part of "Forsyth Plaza South") (PIN: 07-07-23-151-004); and,

WHEREAS, the Planning and Zoning Commission held a duly noticed public hearing on January 23, 2025, and in a 6-0 vote of the Planning and Zoning Commission that the Village Board approve the variance requested; 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 accepts the Planning and Zoning Commission's recommendation that the Application for Variance be granted and adopts the findings in the attached Variance Recommendation & Findings of Fact attached hereto as **EXHIBIT A**.

Section 3. Description of the Property. The Property is legally described as: Part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23, Township 17 North, Range 2 East of the 3rd Principal Meridian in Macon County Illinois (part of "Forsyth Plaza South") (PIN: 07-07-23-151-004).

Section 4. Public Hearing. A public hearing was advertised in the January 8, 2025 Herald & Review and held by the Planning and Zoning Commission on January 23, 2025, at which time the Planning and Zoning Commission voted unanimously to approve the recommendation for the variance requested in the Application.

Section 5. Variance. The variation to Section 7.3 A., C., and D. as requested and described in detail in the Variance Request Application is hereby granted to allow the conversion of an existing static billboard to a digital billboard on the south facing side on the real property legally described as: Part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23, Township 17 North, Range 2 East of the 3rd Principal Meridian in Macon County Illinois (part of "Forsyth Plaza South") (PIN: 07-07-23-151-004).

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 February 2025, 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
VARIANCE RECOMMENDATION & FINDINGS OF FACT

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 7.3 A(6), 7.3D, and 7.4.C.(13) to replace the second side of the existing billboard with a digital billboard like the one that was replaced last year for the real property located at 1401 Koester Drive, Forsyth, IL 62535 and legally described as Being at a point on the North line of the SW1/4 of the NW1/4 of said Sec. 23, said point being 1056.44 feet West of the intersection of the said North line and the West Right-of-Way line of the Illinois Terminal Railroad; thence Southerly along the west Right-of-Way line of Hickory Point Frontage Road (Koester Drive) on a grid bearing of 5.3-08'44.9"W., 242.18 feet to a point; thence Southerly along the said Westerly Right-of-Way line of bearing S.28-05'39.8"W., 221.5 feet, said point being the intersection of the West Right-of-Way of Hickory Point Frontage Road and the East Right-of-Way of U.S. Route 51; thence Northerly along he said East Right-of-Way line on the grid bearing of N.0-12'56.9"W., 175 feet; thence Northerly along the said East Right-of-Way line on a grid bearing of N.10-09'51.0"W., 259.55 feet to a point on the North line of the SW.1/4 of the NW.1/4 of said Sec. 23; thence Easterly along the said North line on a grid bearing of N.87-38'55.8"E., 164.20 feet to the point of Beginning.

Date: 1-24-25

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Based on the public hearing, the Commission voted 6 to 0 to approve the variance. The Commission further made the following findings of fact:

1. The property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the existing zoning district. and
2. The plight of the owner is due to unique circumstances. and
3. If granted, the variation will not alter the essential character of the locality. The sign was changed on the north side last year and there have been no complaints to the Village.

The Commission further found as follows:

1. That the particular physical surroundings, shape, or topographical condition of the specific property involved would bring particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulation were to be carried out;
2. That the conditions upon which the petition for variation is based would not be generally applicable to other property within the same zoning district;
3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property;
4. That the alleged difficulty or particular hardship has not been created by any person presently having an interest in the property, or by the applicant;
5. That the granting of the variation will not be detrimental to the public welfare, or injurious to other property or improvements in the neighborhood in which the property is located; and
6. That the proposed variation will not:
 - (i) Impair an adequate supply of light and air to adjacent properties.
 - (ii) Substantially increase the hazard from fire or other dangers to said property or adjacent properties.
 - (iii) Otherwise impair the public health, safety, comfort, morals, or general welfare of the inhabitants of the Village.
 - (iv) Diminish or impair property values within the neighborhood.
 - (v) Unduly increase traffic congestion in the public streets and highways.
 - (vi) Create a nuisance.
 - (vii) Result in an increase in public expenditures.

Chairman, Planning & Zoning Commission

**NEW
BUSINESS
ITEM 2**

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: Feb 18, 2025
Subject: Aggregation with Homefield Energy.

On Tuesday, Feb 12, 2025, we were offered a new price for our energy aggregation. Because decisions are needed quickly, I have the authority to approve- I spoke with legal, and we felt there was not much difference with the new plan:

Homefield Energy (New) and Constellation NewEnergy (Old)

Pricing & Delivery Terms

- **Homefield Energy:** \$0.09890/kWh (May 2025 – May 2026)
- **Constellation NewEnergy:** \$0.0804/kWh (December 2024 – May 2025)

The **Constellation rate is lower** but covers only six months, whereas **Homefield offers a 12-month fixed term** at a higher rate.

Pricing Conditions & Expiration

- **Homefield Energy:** The price is contingent on securing a rate at or below **\$98.90/MWh** by **February 25, 2025**. If this is not achieved, the agreement becomes void.

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER
2025-4

**AN ORDINANCE APPROVING AN AGGREGATION PROGRAM AGREEMENT
BETWEEN THE VILLAGE OF FORSYTH, ILLINOIS AND ILLINOIS POWER
MARKETING LLC D/B/A HOMEFIELD ENERGY**

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 _____, 2025

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

ORDINANCE NO. 2025-4

**A AN ORDINANCE APPROVING AN AGGREGATION PROGRAM
AGREEMENT BETWEEN THE VILLAGE OF FORSYTH, ILLINOIS AND ILLINOIS
POWER MARKETING LLC D/B/A HOMEFIELD ENERGY**

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, Illinois Power Marketing d/b/a Homefield Energy (“Homefield Energy”) is certified by the Illinois Commerce Commission as an Alternate Retail Electric Supplier to sell competitive retail electric service to customers in the Illinois utilizing the existing transmission and distribution system; and,

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

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

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

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

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

Section 2. Approval of Agreement. The Village Board of Trustees hereby approves the Aggregation Agreement attached hereto as **Exhibit A** and authorizes the

Village President or his designee and the Village Clerk to execute the Agreement and any such necessary accompanying documents to satisfy the terms therein.

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

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

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

SO ORDAINED this _____ day of _____ 2025, 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

**AGGREGATION PROGRAM AGREEMENT BETWEEN THE VILLAGE OF FORSYTH,
ILLINOIS AND ILLINOIS POWER MARKETING LLC D/B/A HOMEFIELD ENERGY**

HOME FIELD ENERGY

Aggregation Program Agreement

This Aggregation Program Agreement is entered into as of this **11th day of February, 2025 ("Agreement")**, by and between **Village of Forsyth IL ("Municipality")**, an Illinois municipal corporation, and **Illinois Power Marketing LLC d/b/a Homefield Energy ("Supplier")**, an Illinois corporation with an office located at **1500 Eastport Plaza Drive, Collinsville, Illinois 62234**. Supplier and Aggregator are sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties".

WITNESSETH

WHEREAS, Section 1-92 of the Act authorizes the corporate authorities of a municipality to establish a program to aggregate electrical loads of residential and small commercial retail customers and to solicit bids and enter into service agreements to facilitate the sale and purchase of electricity and related services for those electrical loads; and

WHEREAS, pursuant to the Act, municipalities may, if authorized by referendum, operate an Electricity Aggregation Program as an "opt-out" program that applies to all residential and small commercial retail electrical customers who do not affirmatively choose not to participate; and

WHEREAS, Aggregator has received authorization through its referendum to proceed with an "opt-out" Aggregation Program pursuant to the Act; and

WHEREAS, Aggregator has issued a Request for Proposal on **February 5, 2025**; and

WHEREAS, Supplier is an ARES registered with and certified by the ICC; and

WHEREAS, Aggregator has selected Supplier as the supplier for the Aggregation Program; and

WHEREAS, Aggregator and Supplier desire to establish the rights and obligations of the Parties with respect to the Aggregation, including but not limited to determining a price and supplying the Aggregation and related services.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1: RECITALS

The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement for all purposes.

ARTICLE 2: DEFINITIONS

Whenever used in this Agreement, the following terms shall have the meanings defined below except where the context indicates otherwise:

- A. **"Affiliate"** shall mean any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Supplier.
- B. **"Act"** shall mean the Illinois Power Agency Act, 20 ILCS 3855/1-1 *et seq.*
- C. **"Aggregation" or "Municipal Aggregation"** shall mean the pooling of residential and small commercial retail electrical loads located within the Aggregator's jurisdiction for the purpose of soliciting bids and entering into service agreements to facilitate for those loads the sale and purchase of electricity and related services, all in accordance with Section 1-92 of the Act.
- D. **"Aggregation Consultant" or "Consultant"** shall refer to **Good Energy**; the independent consultant with demonstrated expertise in electric supply contracting that has been retained by Aggregator to assist with the implementation of the Aggregation Program.
- E. **"Aggregation Member" or "Member"** shall mean a residential or small commercial retail electric account enrolled in the Aggregation Program, and shall be consistent with the definition of "Eligible Retail Customer" as provided for herein.
- F. **"Aggregation Program" or "Program"** shall mean the program adopted by Aggregator pursuant to Section 1-92 of the Act to facilitate for the applicable residential and small commercial customers the sale and purchase of electricity and related services.
- G. **"Aggregator"** shall mean Municipality, acting by and through its corporate authorities, and authorized Aggregator employees.
- H. **"Aggregator Designee"** shall mean the person (or persons) empowered by Aggregator through ordinance

to authorize and execute a contract price lock for electricity supply on behalf of the Aggregator's governing authority or body.

- I. **"Alternative Retail Electric Supplier" or "ARES"** shall mean an entity certified by the ICC to offer electric power or energy for sale, lease or in exchange for other value received to one or more retail customers, or that engages in the delivery or furnishing of electric power or energy to such retail customers, and shall include, without limitation, resellers, aggregators and power marketers but shall not include the Utility or the Aggregation Members. For purposes of this Agreement, the definition of Alternative Retail Electric Supplier is more completely set forth in 220 ILCS 5/16-102.
- J. **"Ameren Illinois" or "Ameren" or "Utility"** shall mean the Ameren Illinois Utility Company, or its successor, as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within its service area and within the Aggregator's jurisdiction.
- K. **"Ancillary Services"** shall mean the necessary services that shall be provided in the generation and delivery of electricity. As defined by the Federal Energy Regulatory Commission, "Ancillary Services" include, without limitation: coordination and scheduling services (load following, energy imbalance service, control of transmission congestion); automatic generational control (load frequency control and the economic dispatch of plants); contractual agreements (loss compensation service); and support of system integrity and security (reactive power, or spinning and operating reserves).
- L. **"Customer Information"** shall mean information specific to individual Members, and/or Eligible Retail Customers, as applicable, including customer name, address, account number, and usage information.
- M. **"Distribution Service Provider" or "DSP"** shall mean the entity responsible for providing local distribution service to Members.
- N. **"Eligible Retail Customer"** shall mean a residential and small commercial retail customer of the Utility that is eligible for participation in the Aggregation Program pursuant to 220 ILCS 5/16-102, Section 1-92 of the Act, as well as applicable rules, regulations and utility service tariffs pertaining to retail electric supply, purchase of receivables, and consolidated billing.
- O. **"Extended Term"** is defined in Section 3.8 of this Agreement.
- P. **"Force Majeure Event"** is defined in Section 6.D of this Agreement.
- Q. **"ICC"** shall mean the Illinois Commerce Commission as described in 220 ILCS 5/2-101.
- R. **"IPA"** shall mean the Illinois Power Agency as described in 220 ILCS 3855, Section 1-5.
- S. **"Load"** shall mean the total demand for electric energy required to serve the Aggregation Members.
- T. **"MISC"** shall mean Midcontinent Independent System Operator, Inc., a Regional Transmission Organization ("RTO") that coordinates the movement of wholesale electricity in all or parts of eleven states and the Province of Manitoba, including the Ameren Illinois service territory.
- U. **"Opt-Out"** shall mean the process by which a Member who would be included in the Aggregation Program chooses not to participate in the Aggregation Program.
- V. **"PIPP"** shall mean a Percentage of Income Payment Plan created by the Energy Assistance Act, 305 ILCS 20-18, to provide a bill payment assistance program for low-income residential customers.
- W. **"Plan of Operation and Governance"** shall mean the Aggregation Plan of Operation and Governance adopted by Aggregator pursuant to the requirements set forth in Section 1-92 of the Act.
- X. **"Point of Delivery"** shall be the interconnection between the RTO transmission's DSP's distribution system to which Supplier shall deliver the electricity under the Aggregation Program for delivery by the Utility to the Aggregation Members.
- Y. **"REC"** shall mean Illinois Renewable Portfolio Standard eligible Renewable Energy Credits.
- Z. **"Regulatory Event"** is defined in Section 6.8 of this Agreement.
- AA. **"Retail Power"** is defined in Section 5.D.
- BB. **"Retail Power Price"** is defined in Section 5.D.
- CC. **"Services"** is defined in Article 5 of this Agreement.
- DD. **"Small Commercial Retail Customer"** shall mean those retail customers with an annual consumption of less than 15,000 kWh per 220 ILCS 5/16-102, provided, however, that the definition of Small Commercial Retail Customer will include such other definition or description as may become required by law or tariff.
- EE. **"Term"** is defined in Section 3.A of this Agreement.
- FF. **"Terms and Conditions"** is defined in Section 5.8 of this Agreement.

ARTICLE 3: TERM

A. Term of Agreement. This Agreement commences on the date first written above, provided however, the supply service to Aggregation Members shall not commence until the Utility's confirmation of Member enrollment with Supplier and shall continue through the billing cycle of the last month of the Term, as elected by Aggregator and set forth in Exhibit A.

B. Extension. Aggregator and Supplier may extend the Term of this Agreement for additional periods of time by

written mutual agreement approved and executed by each of them (each an **"Extended Term"**). Any such extension may, among other things, provide for an opportunity to refresh the price. Any price modification in an Extended Term shall require Supplier issuance of a new opt-out notice for the Extended Term to all Aggregation Members. Nothing in this Article related to the Term, or the possibility of agreement to an Extended Term may be construed or applied in any manner to create any expectation that any right or authority related to this Agreement granted by Aggregator to Supplier shall continue beyond the Term or an approved Extended Term.

C. Notification. In the event Aggregator decides either (a) the Aggregation Program will terminate upon expiration, or (b) that it would like to renew the Aggregation Program with an ARES other than Supplier, then Aggregator must provide notice to Supplier at least 90 days prior to the first expiration date (billing cycle) of any Aggregation Member in the last month of the Term, as elected by Aggregator and set forth in Exhibit A. In the event such notification is not received by Supplier by the applicable date, the Parties will in good faith negotiate an extension for a price no later than sixty (60) days prior to the first expiration date (billing cycle) of any Aggregation Member in the last month of the Term, as elected by Aggregator and set forth in Exhibit A. In the event no extension is agreed upon by the Parties, the Parties will have no obligation to each other to extend the Aggregation Program.

D. Term of Enrollment. Members shall remain enrolled in the Aggregation Program until the Member exercises the right to opt-out, or they otherwise terminate their participation in the Aggregation Program, their participation in the Aggregation is terminated by Aggregator, their participation in the Aggregation Program is terminated by Supplier or the Utility, or until this Aggregation Program is terminated, whichever occurs first.

E. Interaction Between Termination Dates of this Agreement and Contracts with its Members. Members initially enrolled in the Aggregation Program shall receive Electric Supply at the Retail Power Price set forth in this Agreement. If this Agreement is terminated prior to the end of the Term due to a Regulatory Event, then Electric Supply will terminate early and the Members will be switched to the Utility's Rate BGS-1 or BGS-2 default rate, where applicable, provided by the Utility as required by 220 ILCS 5/16-103 and defined by its rates on file with the ICC pursuant to 200 ILCS 5/Art. IX. **("Tariff Service")** in accord with the standard switching rules and applicable notices. If this Agreement is terminated pursuant to the terms of this Agreement, the Aggregation Program will terminate early and the Aggregation Member may choose another ARES or will be switched to Utility default service in accord with the standard switching rules and applicable notices. The Members are responsible for arranging for their supply of energy upon expiration or termination of this Agreement. If this Agreement is terminated prior to the end of the Term and a Member has not selected another supplier, such Member will be switched to Utility default service.

ARTICLE 4: PROGRAM RESPONSIBILITIES

A. Aggregator Responsibilities.

1. Program Responsibilities. Aggregator shall perform those duties related to the Aggregation Program as required by Section 1-92 of the Act, e.g. adopting an ordinance authorizing aggregation, submitting a referendum to its residents, abiding by notice and conduct requirements of general election law, developing a plan of operation and governance, holding public hearings, and informing residents of opt-out rights.

2. Customer Information. Aggregator Consultant or Aggregator Designee shall obtain the Customer Information from Aggregator or Utility directly, and provide the Customer Information to Supplier for use in the enrollment and opt-out process set forth in Article 5. Aggregator acknowledges that Supplier is not liable for the completeness or accuracy of the account information included on, or excluded from, the Customer Information data files provided for this purpose. Aggregator further acknowledges that Supplier is not liable for any incremental costs associated with performing additional services to correct errors or omissions resulting from Customer Information data provided by Aggregator or Ameren.

3. Notices from Utility. Aggregator shall promptly forward to Supplier any notices received by Aggregator from Ameren concerning the account(s) of Aggregation Member(s).

4. No Aggregator Obligations to Provide Services. The Parties acknowledge and agree that Aggregator is not responsible to provide, and this Agreement shall not be construed to create any responsibility for Aggregator to provide, the Services to any person or entity, including without limitation Supplier, Ameren, or any Aggregation Member.

5. No Aggregator Financial Responsibility. The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of Aggregator to any other person or entity, including without limitation Supplier, Ameren, or any Aggregation Member.

6. Compliance with Applicable Law. Aggregator shall comply with all applicable laws in providing the Service pursuant to this Agreement.

B. Supplier Obligations.

1. Provision of Services. Supplier shall provide all of the Services described in Article 5 of this Agreement throughout the Term.

2. Compliance with Applicable Law. Supplier shall comply with all applicable requirements of Illinois state law, including the Act, rules and regulations of the ICC, tariffs applicable to the Utility and MISO, and all other applicable federal and state laws, orders, rules and regulations, including the terms and conditions for providing the Services pursuant to this Agreement.

ARTICLE 5: SUPPLIER SERVICES

Supplier shall supply all of the following services in support of the Program (collectively, the "**Services**"):

A. Electricity Supply.**1. Electricity Supply.**

- a. **Transmission.** Supplier will acquire and pay all necessary transmission services up to the Point of Delivery to deliver electricity supply to Members, including all electricity commodity costs, MISO charges, congestion charges, distribution and transmission losses, and capacity charges. Supplier does not have responsibility for any delivery of services supplied by the Utility or RTO, or for the consequences of the failure to provide such services. Supplier shall not be responsible to Member in the event the Utility or RTO disconnects, suspends, curtails or reduces services to Member for any reason.
 - b. **Billing.** To the extent allowed by law and the Ameren tariff, Supplier shall make all arrangements for Aggregation Members to receive a single monthly bill from Ameren during the Term. As part of such arrangement, it is expected that the following fees will continue to be collected and processed by Ameren: monthly payments, late payments, delivery charges, monthly service fee, and applicable taxes.
 - c. **Data.** Supplier shall maintain a confidential database recording historical account information for Member accounts that has been provided to Supplier by Ameren, Aggregator, and/or Consultant or Aggregator Designee. Supplier will provide to the Aggregator and/its Consultant the initial account list for all Eligible Retail Customers who have been enrolled in the program. Furthermore, Supplier will also provide a list of the Eligible Retail Customers who have initially opted-out of the program. Both lists will be transmitted together in a text-based, comma-delineated file (.csv). At a minimum, but not limited to, the files should contain: account number, account name, premise address Line 1, premise address Line 2, premise address Line 3, premise address City, premise address State, premise address Zip Code.
 - d. **Title.** Title to and risk of loss for the electricity sold and delivered to Members shall pass to the purchasing Member upon delivery at the Point of Delivery;
- 2. Supply Mix.** Supplier shall be capable of providing the supply mix of traditional and renewable sources in Exhibit A, if applicable.
- 3. Delivery Specifications**
- a. **Quality and Measurement.** Supplier agrees that all electricity sold pursuant to this Agreement shall be delivered in accordance with applicable MISO and Ameren rules and tariffs and suitable for delivery to Members.
 - b. **Title.** Supplier warrants that it possesses or will possess good marketable title to all electricity sold pursuant to this Agreement, and that such electricity will be free from all liens and adverse claims when delivered to the Point of Delivery.
 - c. **Delivery.** Supplier shall deliver all electricity sold pursuant to this Agreement at the Point of Delivery to be delivered to the Aggregation Members.

B. Program Implementation.

1. Member Service. Supplier shall maintain certain minimum levels of customer service including:

- a. **Program Management and Documentation.** Supplier program management and documentation shall be in accordance with this Agreement and Supplier's response to Aggregator's Request for Proposals.
- b. **Confidentiality.** Supplier and Aggregator shall maintain the confidentiality of customer information pursuant to Article 10 of this Agreement and as required by law.
- c. **Customer Service.** Supplier shall assist Aggregation Members with their inquiries. Concerns regarding service reliability should be directed to Ameren, billing questions should be directed to

Ameren or Supplier, as applicable, and any unresolved disputes should be directed to the ICC. Inquiries from Aggregation Members should be managed within the following performance parameters:

- i. **Telephone Inquiries.** Supplier shall maintain a toll-free telephone access line which shall be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives shall be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours shall be responded to by a trained company representative within two business days.
- ii. **Internet and Electronic Mail.** Supplier shall establish and maintain a web page providing information to the Aggregation Members. The website shall provide basic information concerning the Aggregation Program and facilitate customer inquiries by providing contact information for questions.
- iii. **Multi-Lingual Services.** Supplier shall provide reasonable customer service for Members requiring verbal and/or written assistance in Spanish.
- iv. **Hearing Impaired.** Supplier shall provide reasonable customer service for hearing impaired Members.

2. Enrollments. Supplier shall perform the following Aggregation account enrollment tasks:

- a. **Opt-Out Period.** Supplier shall conduct an initial Opt-Out Period, which shall be a twenty-one (21) calendar day period, from the date of postmark, during which eligible residents and small commercial retail customers may opt-out of the Aggregation Program prior to enrollment. After the initial Opt-Out Process is completed, the Aggregator and Supplier may establish protocols and procedures to hold additional Opt-Out Periods for Eligible Retail Customers that were not mailed Opt-Out notices in earlier Opt-Out Periods within the term of the ongoing aggregation. Any new Eligible Retail Customers shall be able to enroll in the Aggregation Program under the same terms, conditions, and pricing as accounts that were initially enrolled during prior Opt-Out Periods. However, newly enrolled Eligible Retail Customers will only have the ability to participate in the Aggregation Program for the time remaining in the term of this Agreement. Costs (for example for printing and mailing) associated with subsequent Opt-Out Periods will be paid in the same manner as for the initial Opt-Out Period.
- b. **Opt-Out Notifications.** Supplier shall manage the Opt-Out Period Notification process in cooperation with Aggregator and the Consultant or Aggregator Designee.
- c. **New Accounts.** Supplier shall facilitate the addition of new customer accounts to the Aggregation Program during the Term of this Agreement. Members wishing to opt-in to the Aggregation Program may contact Supplier to obtain enrollment information. Supplier will make every effort to provide new customers with the same pricing available to initial enrollees; however, such pricing cannot be guaranteed. Supplier shall clearly state the rate to be charged for new accounts prior to enrollment.
- d. **Moving Within the Aggregator's Jurisdiction.** Supplier shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the Aggregator's jurisdiction prior to the expiration of the Term of this Agreement, providing that the Member notifies Supplier of its desire to do so with 30 days' notice.
- e. **Credit/Deposit Requirements.** Collection and credit procedures are to be the responsibility of Ameren and the individual Member. Members will be required to comply with the payment terms of Ameren. Aggregator is not responsible for late payment or non-payment of any Member account. Neither Aggregator nor Supplier shall have a separate credit or deposit policy concerning Member accounts.
- f. **Reliability of Power Supply.** The Parties acknowledge that the Aggregation Program only affects pricing for the electricity sold pursuant to this Agreement up to the Point of Delivery and further acknowledge Ameren will continue to deliver power through its transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with Ameren. If Members have service reliability problems, they should contact Ameren for repairs. The ICC has established "Minimum Reliability Standards" for all utilities operating distribution systems in Illinois. Member outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels. In addition to maintaining the "wires" system, Ameren is required to be the "Provider of Last Resort," meaning that should Supplier fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, Ameren will immediately provide any supplemental electricity to the Members as may be required. Ameren would then bill Supplier for the power provided on Supplier's behalf, and the Members would incur no additional cost therefor over and above that which the Member would have paid had Supplier delivered the power.
- g. **Fees Imposition.** Neither Aggregator nor Supplier shall impose any conditions, terms, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge, or the

possibility of a change in the same, is clearly disclosed.

- h. **Enrollment and Disenrollment Charges.** Supplier shall not assess any enrollment, switching, or relocation fees on Aggregation Members. Customers may terminate services from Supplier without penalty if they relocate outside of the Aggregator's governmental boundary. Members who did not opt-out of the Aggregation Program during the opt-out period and who later leave the Aggregation Program for other reasons may be assessed an early termination fee of \$0.00.
- i. **Enrollment in Supplier Programs.** Supplier agrees not to solicit or contract with Aggregation Program Members outside the Aggregation Program and agrees not to use Aggregation Program Member data and information for any other marketing purposes without written consent from the Aggregator. Nothing herein shall prevent Supplier from soliciting and entering into agreements with retail customers for the supply and delivery of electricity who have not enrolled in the Aggregation Program or who have opted-out. Aggregator recognizes Supplier may have affinity programs or other opportunities to sell and deliver to retail customers located in Aggregator's jurisdiction, and this Agreement does not bar such actions by Supplier.

C. Cooperation at the Conclusion of the Aggregation. Aggregator shall request and Supplier may provide, if legally permissible, from the Utility, those account numbers, names, and addresses of residential and small commercial retail customers in the aggregate area that are reflected in the Utility's records that may be needed to continue the Program with another ARES. Supplier has no obligation to request such information on behalf of Aggregator or another Alternate Retail Electric Supplier.

D. Retail Power Price. The Retail Power Price is set forth in Exhibit A. The Retail Power Price is based on Aggregation Members' historical or projected load data which is considered representative of the combined electricity requirements ("Retail Power") for the proposed Term. The Retail Power Price applies to all Retail Power covered under this Agreement. Retail Power Price also includes charges for distribution energy losses, capacity, MISO transmission charges, and energy, including scheduling and load forecasting associated with the delivery of the Retail Power. The Retail Power Price does not include any charges by the DSP, which are the responsibility of the Member, including but not limited to charges for services under the applicable delivery service tariffs and riders, such as delivery service charge, facilities charges, taxes (either billed for by the Utility or Member self-assessed), environmental, public purpose program, or switching charges as may be applicable from time to time.

ARTICLE 6: REMEDIES AND TERMINATION

A. Remedies. In addition to every other right or remedy provided to a Party under this Agreement, if the other Party fails to comply with any of the provisions of this Agreement (for reason other than an order, rule, or regulations of a governmental agency or court having jurisdiction over the defaulting Party), then the non-defaulting Party may give notice to the defaulting Party specifying that failure.

1. **Cure Period.** The defaulting Party will have 15 business days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 business days but the defaulting party promptly commences a cure and diligently pursues the cure to completion.
2. **Failure to Cure.** If the defaulting Party fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the defaulting Party fails to promptly commence a cure and diligently pursue the cure to completion, then the non-defaulting Party, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:
 - a. Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the defaulting Party for those purposes.
 - b. Institute a lawsuit against the defaulting Party for breach of this Agreement and seek remedies and damages as the court may award.
 - c. Terminate this Agreement as provided in Section B below.

B. Circumstance Leading to Termination. This Agreement may be terminated early in the following circumstances:

1. **Non-Compliance.** By the non-defaulting Party if the defaulting Party fails to comply with any material term or condition of this Agreement, provided the failure continues beyond the Cure Period and written Notice of such failure is provided to the defaulting Party.

Material terms and conditions include but are not limited to:

- a. A breach of the confidentiality provisions in Article 10 of this Agreement;
- b. Supplier's disqualification as an ARES due to a lapse or revocation of any license or certification required to perform the obligations set forth herein; or
- c. Any act or omission that constitutes a willful or wanton deception by affirmative statement or practice, or by omission, fraud, misrepresentation, or a bad faith practice.

2. Regulatory Event. The following shall constitute a "Regulatory Event":

- a. **Illegality.** It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, change in, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
- b. **Adverse Government Action.** A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially or adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determined to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.
- c. **Occurrence of Regulatory Event.** Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within the prescribed time after entering negotiations, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate this Agreement. Upon termination of this Agreement as a result of a Regulatory Event, the obligations of Supplier and each Aggregation Member set forth in the Terms and Conditions shall survive termination.

3. Failure to Schedule and Deliver. The failure of Supplier to schedule electricity supply to Ameren for the Aggregation Members, except as permitted under Force Majeure Events.

C. Termination Procedure. Aggregator will give written notice to Supplier of Aggregator's intent to terminate this Agreement pursuant to the provisions of this Agreement ("**Termination Notice**"). The Termination Notice will set forth with specificity the nature of the noncompliance. Supplier will have 30 calendar days after receipt of the notice to object in writing to termination, to state its reasons for such objection, and to propose a remedy for the circumstances. If Aggregator has not received a response from Supplier, or if Aggregator does not agree with Supplier's response or any remedy proposed by Supplier, then Aggregator will conduct a hearing on the proposed termination. Aggregator will serve notice of that hearing on Supplier at least 10 business days prior to the hearing, specifying the time and place of the hearing and stating Aggregator's intent to terminate this Agreement.

- 1. **Hearing.** At the hearing, Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, Aggregator will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.
- 2. **Reimbursement.** The decision of Aggregator must be in writing and delivered to Supplier by certified mail. If the rights and privileges granted to Supplier under this Agreement are terminated, then Supplier, within 14 calendar days after Aggregator's demand, must reimburse Aggregator for all costs and expenses incurred by Aggregator, including, without limitation, reasonable attorneys' fees, in connection with that termination of rights or with any other enforcement action undertaken by Aggregator.

D. Force Majeure Events. Supplier shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Program), where such noncompliance or alleged defaults occurred or were caused by a "**Force Majeure Event**," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, governmental, administrative or judicial order or regulation or other event that is reasonably beyond Supplier's ability to anticipate or control.

ARTICLE 7: INDEMNIFICATION, INSURANCE, DISCLAIMER, AND LIMITATION OF LIABILITY

A. Indemnification. Member assumes full responsibility for the electricity delivered to the Member, and Supplier has no liability for any claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind, including claims for personal injury, death, or damages to property, resulting or arising from the electric energy delivered to Member or its use by Member or any other person. Supplier agrees to indemnify and hold Aggregator harmless from any claims, causes of action, damages, judgments and financial obligations solely to the extent arising

out of Supplier's gross negligence or willful misconduct.

B. Insurance. Supplier shall provide certificates of its current insurance upon request.

C. Limitation of Liability. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS CONTRACT FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.

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

ARTICLE 8: MISCELLANEOUS

A. Entire Agreement. This Agreement, including all Exhibits, constitutes the entire Agreement and understanding between the Parties with respect to the Services, which are included herein. All prior written and verbal agreements and representations with respect to these Services are merged into and superseded by this Agreement.

B. Amendment. All amendments or modifications to this Agreement shall be made in writing and signed by both Parties before they become effective.

C. Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("**Data**"), other than Supplier's confidential information, will be and remain the sole properties of Aggregator. Supplier must promptly deliver all Data in Supplier's possession or control to Aggregator at Aggregator's request. Supplier is responsible for the care and protection of the Data in Supplier's possession or control until that delivery. Supplier may retain one copy of the Data for Supplier's records subject to Supplier's continued compliance with the provisions of this Agreement. Upon expiration of the Agreement, Supplier shall provide Aggregator with an electronic copy of data specified in Section 5.A.1.c at no cost to Aggregator.

D. Assignment. This Agreement shall not be transferred or assigned by either Party without prior written consent of the other Party, which shall not be unreasonably withheld, provided, however, that Supplier may 1) assign this Agreement to an Affiliate without the express authorization of Aggregator, or 2) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Supplier, within any independent transmission system (e.g, MISO or PJM).

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

F. Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that Aggregator may have under federal or state law unless such waiver is expressly stated herein.

G. Applicable Law and Choice of Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, without regard to principles of conflict of laws. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in a Circuit Court of the State of Illinois, or if brought pursuant to the jurisdiction of the federal courts, the United States District Court of the Central District of Illinois.

H. Exhibits. Exhibits attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.

I. Controlling Provisions. In the event of any inconsistency between the text of this Agreement and the terms of the Exhibits hereto, the text of the Exhibits shall control.

J. Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining

provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

K. No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public for any purpose.

L. Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and each Party expressly warrants that it has the power and authority to enter into the provisions, terms, and conditions of this Agreement.

M. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, Aggregator and Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.

N. Counterparts. The Parties agree that this Agreement may be executed in separate counterparts and delivered by facsimile, or as an attachment to an electronic message (such as a pdf, tif or other mutually acceptable type of file attachment), each of which when so executed and delivered shall constitute but one and the same original document.

O. Subcontractors. Supplier agrees to employ only those subcontractors that it determines are reasonably necessary. Subcontractors shall be held to the confidentiality standards applicable to Supplier pursuant to Article 10, and shall be required to otherwise comply with the requirements of this Agreement. The use of subcontractors shall not relieve Supplier from the duties, terms and conditions in this Agreement. For purposes of this Agreement, regional transmission organizations, independent system operators, local utilities, and renewable energy certificate counterparties are not considered subcontractors.

P. Forward Contract. The Parties agree this Agreement is construed and understood to be a "forward contract" as defined by the U.S. Bankruptcy Code.

ARTICLE 9: REPRESENTATIONS AND WARRANTIES

A. Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

1. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
2. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
3. The individual signing this Agreement on behalf of such Party is authorized to execute this Agreement in the name of such Party.
4. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
5. It has reviewed and understands this Agreement and has independently assessed the merits of this Agreement;
6. It shall comply with all federal, state, and local laws, regulations, licensing, and disclosure requirements; and
7. It shall maintain the confidentiality of Aggregation Members' account information, as required by 815 ILCS 505/2HH;

B. Additional Representation by Supplier. Supplier hereby further represents to Aggregator that, as of the date of this Agreement, Supplier shall maintain all of the qualifications, certifications, approvals, and other authorizations required by law to provide the Services pursuant to this Agreement.

ARTICLE 10: CONFIDENTIALITY

Supplier shall preserve the confidentiality of the account information it receives as a result of the performance of its obligations set forth herein.

A. Supplier and Aggregator shall not disclose, use, sell or provide customer account information to any person, firm or entity for a purpose outside of the operation of the Program. This provision shall survive the termination of this Agreement.

B. Notwithstanding the foregoing, Supplier and Aggregator may disclose confidential account information as required by law, and any such disclosure shall not be a violation of this Agreement. However, such disclosure shall not terminate the obligations of confidentiality with respect to that or any other information.

C. Each Party shall give the other Party prompt notice of any discovery request or order, subpoena, or other legal process requiring disclosure of any confidential account information or the confidential information of the other Party.

D. To the extent legally permissible and practicable, Supplier shall provide Aggregator and Aggregator shall provide Supplier with sufficient advance notice as to give the other Party an opportunity, at the other Party's discretion and sole cost, to seek to quash the subpoena, obtain a protective order or similar relief.

E. In response to an order, subpoena, or other legal process, Supplier and Aggregator shall furnish only that portion of the confidential account information that is required or necessary in the opinion of Supplier's legal counsel. In addition, Supplier and Aggregator shall use reasonable efforts to obtain reasonable assurances that any account information so disclosed will be treated as confidential.

F. Notwithstanding the foregoing, nothing herein shall prevent the use by Supplier or Aggregator of such customer account information for the purpose of communicating with its customers or former customers. In addition, nothing herein shall prevent Supplier or Aggregator from using information in the public domain now or in the future.

G. Supplier acknowledges Aggregator's obligation to provide certain information subject to Freedom of Information Act requests, provided that such requests are within the bounds of the applicable law(s). Supplier expressly reserves the right to protect the confidentiality of all proprietary, confidential, or commercially sensitive information that is not subject to Freedom of Information Act requests or which is exempt therefrom.

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

Supplier: Illinois Power Marketing LLC
d/b/a Homefield Energy

Aggregator: Village of Forsyth IL

Signed: _____

Signed: _____

Name: Linda Ponikwia

Name: Jill Applebee

Title: Manager, Municipal Aggregation

Title: Administrator

Date: _____

Date: 2/11/2025

Notices to Supplier:

Mark Fanning
Senior Director
1500 Eastport Plaza Dr.
Collinsville, IL 62234
Phone: 618-343-7734
E-mail: Mark.Fanning@vistraenergy.com

With a Copy to:

Illinois Power Marketing LLC
d/b/a Homefield Energy
6555 Sierra Drive
Irving, Texas 75039
Attn: Retail Contract Administration

Notices to Aggregator:

Name & Title: Jill Applebee Administrator

Street: _____

City, ST Zip: _____

Phone: _____

E-Mail: japplebeeta@forsyth-il.gov

EXHIBIT A: PRICING CONFIRMATION
(Traditional Power Option)

This Exhibit A applies to the fully executed Aggregation Program Agreement dated February 11, 2025 between Illinois Power Marketing LLC d/b/a Homefield Energy and the Village of Forsyth IL and forms a part thereof.		
Village of Forsyth IL: Initial box below to Elect Term and Price		
	Retail Power Price	Delivery Term: 12 months
	\$0.09890/kWh *	May 2025 meter read date through May 2026 meter read date

The Retail Power Price indicated above for the traditional power option will be applicable for all Aggregation Members, unless an Aggregation Member elects to participate in the Renewable Power Option, if applicable.

*If in its sole discretion Supplier determines it can offer a price at or below \$98.90/MWh (the "**Lock Price**"), Supplier will execute the Aggregation Program Agreement and return signed Aggregation Program Agreement to Customer electronically. In the event that the Lock Price is not reached by February 25, 2025, then the Aggregation Program Agreement along with this Exhibit A shall automatically become null and void and neither Party shall have any obligations under the Aggregation Program Agreement for such Retail Power. Once Supplier has executed and returned signed Aggregation Program Agreement to Customer, this Exhibit A shall become binding on the Parties. Notwithstanding the forgoing, the Municipality shall have the right to terminate this Exhibit A prior to February 25, 2025 by providing written notice electronically to MuniAggSales@vistracorp.com so long as Supplier has not executed and returned executed Aggregation Program Agreement for Retail Power. After Supplier has locked in the Lock Price, the Municipality shall have no termination right, except for as allowed under Article 6: Remedies and Termination, and shall be fully liable to Supplier under the Aggregation Program Agreement for its Retail Power.

Good Energy Fee: Aggregator has agreed that Consultant is to be paid \$0.00125 for each kWh delivered, invoiced and paid for by Participating Customers during the Term ("Fee"). "Participating Customers" means those residential and small commercial accounts that are actually participating in the Program. The Parties agree that Supplier will remit Good Energy Fee to Consultant, for Aggregator, pursuant to the terms of this Agreement.

NEW BUSINESS

ITEM 3

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: February 4, 2025
Subject: MF School

Dear Village of Forsyth,

Attached is the recommended contract we hold with the school district for the 2025 calendar year. This agreement pertains to the rental of the diamonds for the school's softball and baseball teams.

The terms of the contract remain unchanged from previous years. The total payment of \$10,500 is due in October, and the contract is set for a one-year term.

Should you require any further information or have any questions regarding this or any other matter, please do not hesitate to contact me

RESOLUTION NUMBER 2-2025

A RESOLUTION APPROVING A LEASE AGREEMENT WITH MAROA-FORSYTH COMMUNITY UNIT SCHOOL DISTRICT NO. 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, the Village is the owner of certain property located within the Village, commonly known as Ball Diamonds 1, 4, and 5, and the concession stands adjacent to such Ball Diamonds, all located within the Village’s main park in Forsyth, Illinois, hereinafter referred to as “Premises”; and,

WHEREAS, Maroa-Forsyth Community Unit School District No. 2 hereinafter referred to as “School District” is desirous of using the Premises for baseball and softball activities of the School District; and,

WHEREAS, the Local Government Property Transfer Act (50 ILCS 605/0/01 *et seq.*) allows the Village to lease to the School District such property on terms and conditions agreed to between the Parties; 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 Lease 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 Lease 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 February, 2025, 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
Lease Agreement

LEASE AGREEMENT

This Lease Agreement made and entered into this day of **1st** **ZOZS** by and between the Village of Forsyth, hereinafter referred to as "LESSOR" of "Village", and Maroa-Forsyth Community Unit School District No. 2, hereinafter referred to as "LESSEE" or "School District", both of said parties having previously been authorized to execute said Agreement by resolutions adopted at regular or special meetings of their respective Boards.

RECITALS

WHEREAS, LESSOR is the owner of certain property located within the Village and commonly known as Ball Diamonds 1, 4 and 5 and concession stands adjacent to such diamonds, located within the Village's main park in Forsyth, Illinois; and

WHEREAS, LESSEE is desirous of using Ball Diamonds 1, 4 and 5 for baseball and softball activities of the School District; and

WHEREAS, the Local Government Property Transfer Act (50 ILCS 605/0.01 *et seq.*) allows the Village to lease to the School District such property on terms and conditions agreed to by the parties; and

WHEREAS, the Village and School District desire to enter into a lease defining their rights, duties and liabilities relating to the Premises.

TERMS & CONDITIONS

Section 1. Premises. LESSOR hereby leases to LESSEE certain property located within the Village and commonly known as Ball Diamonds 1, 4 and 5 and the concession stands adjacent to such Ball Diamonds, located within the Village's main park in Forsyth, Illinois, which property is hereinafter referred to as the "Premises" and more particularly identified and described as follows:

Ball Diamond 1

PIN: 07-07-15-401-002

Legal Description: E 819 OF W 851.75 OF ~NW1/4 SE1/4 (EX ROW) ~ST DOC# 86-58-4 ~

Ball Diamonds 4 and 5

PIN: 07-07-15-251-002

Legal Description: PT S1/2 NE1/4 - BEG SW COR, E ~874.29 NW403.93 NW625.98 NE~328.99 NE30.08 W881.98 S ~1331.43 TO POB (EX ROW)~

Section 2. Improvements. Any and all improvements on the Premises shall be considered the sole property of LESSOR.

Section 3. Term. This Lease Agreement shall commence on January 1, 2025 and terminate on December 31, 2025. Upon termination of this Lease Agreement, LESSEE shall immediately surrender possession of, vacate the Premises, and return the Premises to LESSOR in as good condition as existed when LESSEE went into possession, except for reasonable wear and tear, acts of God and conditions caused by the elements.

Section 4. Rent. The LESSEE shall pay to LESSOR the sum of TEN THOUSAND FIVE HUNDRED DOLLARS (\$10,500.00) payable on or before October 1, 2025 at the office of the LESSOR in Forsyth, Illinois.

Section 5. Permitted Use. LESSEE shall be entitled to use and occupy the Premises for the baseball and softball games and practices of the Maroa-Forsyth baseball and softball teams, including having priority use, when said activities or games are timely scheduled (or games rescheduled), of such Premises over any other youth and recreation leagues, during the time periods set forth below:

- (A) Ball Diamonds 4 and 5: March 1 through June 10
- (8) Ball Diamond 1: August 1 through October 5

Section 6. Sublet & Assignment. LESSEE shall not sublet the Premises or any part thereof, nor assign this lease without the prior written consent of LESSOR.

Section 7. Utilities & Maintenance.

- A. LESSOR shall be responsible for the upkeep, preparation and maintenance of the Premises and surrounding grounds and shall maintain such Premises in a clean and attractive condition during the term of this Lease Agreement; and
- B. LESSOR shall be responsible for any utility costs related to such Premises; and
- C. LESSEE has examined and knows the condition of the Premises and agrees to keep the Premises in good order and repair during its use and will leave the Premises in good order and repair after each use. LESSOR agrees to otherwise maintain the Premises in a good order and repair when not in use by the LESSEE.
- D. LESSOR represents and warrants that the Premises meets all applicable federal, state and local laws for its use as a public park as of the date of execution and, to the extent permitted by law, LESSOR shall indemnify and hold LESSEE harmless for any claims that the Premises do not meet the legal requirements to be used for public park purposes.

Section 8. Alterations & Additions. LESSEE shall make no alterations or additions to the Premises without the prior written consent of LESSOR.

Section 9. Compliance with Law. LESSEE agrees to comply with any and all applicable laws, regulations, ordinances and policies of the Village while utilizing the Premises or otherwise operating under this Lease Agreement, including specifically any health code or other applicable laws or regulations related to LESSEE's provision of concessions or the operation of concession stands.

Section 10. Environmental Restrictions. LESSEE shall not cause or permit any hazardous substances to be brought or remain upon, keep, used, discharged or emitted in or about, or treated, at the Premises.

Section 11. Access to Premises. Nothing within this Lease Agreement shall prohibit or limit the rights of LESSOR, including its invitees or the public, to utilize the Premises when baseball or softball games or practices have not been timely scheduled (or games rescheduled), by the LESSEE or to otherwise prevent LESSOR'S access to the Premises to make inspections and/or needed repairs.

Section 12. Insurance/ Hold Harmless.

A. LESSOR:

Hold Harmless: Excluding actions, claims and demands resulting from the School District's use of the Premises, including any of its agents or invitees, and to the extent permitted by law, LESSOR hereby agrees to defend, indemnify and hold LESSEE, LESSEE'S Board members, officers, employees, agents, and/or any independent contractors, their successors and assigns, harmless from all costs judgments, and expenses which in any way may accrue including attorney's fees and from any and all claims or demands by any third party for loss of, or damage to, property or for injury or death to any person from any cause whatsoever while in, upon, or about the Premises during LESSOR'S use of the Premises or otherwise resulting from this Lease Agreement, unless caused by LESSEE'S gross negligence or LESSEE'S willful and wanton conduct.

Insurance: LESSOR agrees to provide and maintain, with a reputable insurance company, and at its sole cost and expense, General Liability Insurance, insuring LESSOR and LESSEE, LESSEE'S Board members, officers, employees, agents, their successors and assigns as additional named insureds, against any and all claims, demands or actions for injury to or death of one or more persons in any one occurrence with respect to bodily injury of not less than ONE MILLION DOLLARS (\$1,000,000) single limit and for property damage to property in an amount of not less the ONE HUNDRED THOUSAND DOLLARS (\$100,000) made by or on behalf of any person, firm or corporation, arising from, related to or connected with LESSOR'S use of or occupancy of the Premises, and in addition and in like amount covering LESSOR'S contractual liability under the aforesaid hold harmless, defense and indemnification provision. LESSOR shall provide LESSEE copies of policies with certificates of insurance showing the

required coverage. The certificate shall require that the insurer give LESSEE at least thirty (30) days prior written notice of termination or cancellation of the policies.

B. LESSEE:

Hold Harmless: To the extent permitted by law, LESSEE hereby agrees to defend, indemnify and hold LESSOR, LESSOR'S Board members, officers, employees, agents, and/or any independent contractors, their successors and assigns, harmless from all costs, judgments, and expenses which in any way may accrue including attorney's fees, and from any and all claims or demands by any third party for loss of, or damage to, property or for injury or death to any person from any cause whatsoever while in, upon, or about the Premises during LESSEE'S use of the Premises, unless caused by LESSOR'S gross negligence or LESSOR'S willful and wanton conduct.

Insurance: LESSEE agrees to provide and maintain, with a reputable insurance company, and at its sole cost and expense, General Liability Insurance, insuring LESSEE and LESSOR, LESSOR'S Board members, officers, employees, agents, and/or independent contractors, their successors and assigns as additional named insureds, against any and all claims, demands or actions for injury to or death of one or more persons in any one occurrence with respect to bodily injury of not less than ONE MILLION DOLLARS (\$1,000,000) single limit and for property damage to property in an amount of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) made by or on behalf of any person, firm or corporation, arising from, related to or connected with LESSEES use of or occupancy of the Premises. LESSEE shall provide LESSOR copies of policies with certificates of insurance showing the required coverage. The certificate shall require that the insurer give LESSOR at least thirty (30) days prior written notice of termination or cancellation of the policies.

Section 13. Damage or Destruction of Premises. If, during the term of this Lease Agreement, said Premises shall be damaged by fire, lightning, windstorm, flood or vandalism, LESSOR may elect not to restore or rebuild the same by giving notice in writing to LESSEE within fifteen (15) days after such destruction, and, in such case, this Lease Agreement shall be terminated and shall be of no further force or effect.

Section 14. Taxes & Special Assessments. LESSOR shall pay all general real estate taxes and special assessments that may be levied on the leased Premises, and any and all other taxes which might arise which shall be attributed to the leased Premises.

Section 15. Notices. All notices shall be in writing. Notices shall be *served* upon LESSOR by personal delivery or by certified mail, return receipt requested, addressed to the LESSOR in care of its Village Administrator at Forsyth Village Hall, 301 South Route 51, Forsyth, Illinois, 62535. Notices shall be *served* upon LESSEE by either personal delivery or by certified mail, return receipt requested, addressed to the

LESSEE in care of its Superintendent, at 101 Cedar Street, P.O. Box 738, Maroa, Illinois, 61756.

Section 16. Validity/ Severability. If any provision of this Lease Agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this Lease Agreement.

Section 17. Personal Property of Lessee. Upon the termination by expiration of this Lease Agreement, LESSEE shall vacate the Premises and shall remove all personal property from the Premises.

Section 18. Remedies & Default. In the event that either party to this Lease Agreement shall default on any of the terms or obligations set forth herein, the non- defaulting party shall give written notice by certified mail to the defaulting party of the default and a 30-day period to cure said default. If the default is not cured within 30 days of sending the written notice by certified mail, the non-defaulting party may immediately terminate this Lease Agreement and/or seek any additional remedies as may be allowed by law.

Section 19. Entire Agreement. This Lease Agreement, including any attachments incorporated by reference, constitutes the entire agreement between the parties and supersedes any oral or written representation or agreements that may have been made by either party. Further, LESSOR AND LESSEE acknowledges that each has read and understood this Agreement and has been furnished a duplicate original. This Lease Agreement shall be binding upon all rights hereunder and shall insure to the benefit of the respective heirs, successors, administrators, executors and assigns of the parties hereto.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Lease Agreement to be duly executed the day and year first written above.

LESSEE:

Board of Education
 By: *Rinday Allison*
 Board President
 Attest: *Raul G. [Signature]*
 Secretary

LESSOR:

Village of Forsyth
 By: _____
 Mayor, Village of Forsyth
 Attest: _____
 Village Clerk

NEW BUSINESS

ITEM 4

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: Feb 18, 2025
Subject: IGA with Decatur for Microtransit

SUBJECT: Resolution Authorizing an Intergovernmental Agreement Between the City of Decatur, Illinois and the Village of Forsyth, Illinois

Historically, the City of Decatur and the Village of Forsyth have had an existing Intergovernmental Agreement (IGA) for fixed route services, specifically serving the commercial area around Hickory Point Mall. This Agreement has successfully met the transportation needs of both communities, but as these needs have evolved in Decatur, they have similarly changed in Forsyth. The Village has been an active participant in the stakeholder engagement process for the Comprehensive Operations Analysis and has been enthusiastic about the potential benefits of expanding transit services through microtransit operations.

The City of Decatur, Forsyth, and IDOT have worked together to explore ways to extend transit services to the Village beyond the scope of the existing IGA for fixed route services. Based on Census data, IDOT has agreed that Forsyth should be incorporated into our urban transit network.

Throughout this process, we have been mindful of protecting the City's interests, ensuring that the expansion of transportation services to Forsyth does not create a financial burden for City taxpayers.

Key highlights of the Intergovernmental Agreement (IGA) are as follows:

1. If grant funds are insufficient to cover operating costs, the Village will cover the operating deficit.
2. Every five years, the Village will allocate funds for the purchase of one ADA-accessible vehicle.

This proposed partnership is a transformative opportunity for the residents of Forsyth, who may lack reliable transportation. It will provide citizens in both Decatur and Forsyth with expanded employment opportunities, as well as improved access to shopping, medical, and other essential needs.

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

RESOLUTION NUMBER 3-2025

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH CITY OF DECATUR RELATED TO URBAN TRANSIT NETWORK

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

WHEREAS, the City of Decatur (“City”) is 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 Village and the City desire to enter into an agreement for the provision of urban transit services in accordance with the terms and conditions of the proposed 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 18th day of February, 2025, 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 with City of Decatur for Urban Transit

INTERGOVERNMENTAL AGREEMENT INCORPORATING VILLAGE OF FORSYTH INTO THE CITY OF DECATUR'S URBAN TRANS_IJ NETWORK

This Intergovernmental Agreement (hereafter "Agreement") is made by and between the City of Decatur (hereafter "City"), an Illinois Municipal Corporation , with a business address of 1 Gary K. Anderson Plaza, Decatur, Illinois, and the Village of Forsyth, Illinois (hereafter "Village"), an Illinois Municipal Corporation, hereafter collectively referenced as "the Parties".

WHEREAS, The Village and City support the access to and availability of public transportation in the community; and,

WHEREAS, The Village and City understand the advantages of governmental cooperation to promote improved access to and availability of public transportation; and,

WHEREAS, the Parties believe that providing public transportation to the residents of the Village provides benefits to both Parties as well as to the overall economic health of the communities and would be in the best interests of the public transportation service programs in the area; and,

WHEREAS, the City owns certain equipment and vehicles used for public transit purposes including, but not limited to public transit busses that are used in the public transit system (hereinafter "transit system") operating in the City; and,

WHEREAS, the City is responsible for and has the authority for the setting of fares of persons using the transit system; and,

WHEREAS, the City is capable and willing to provide operation and management of transit services to the Village; and,

WHEREAS, the Parties are empowered to enter into intergovernmental agreements pursuant to the provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*

NOW THEREFORE BE IT RESOLVED, that in consideration of the mutual promises, covenants, and obligations herein, the City and the Village hereby agree as follows:

TERMS OF AGREEMENT

- 1. Incorporation of Recital Clauses.** The above recital clauses are hereby incorporated into and are made a part of this Agreement.
- 2. Effective Date and Term.** This Agreement shall be for the period beginning _____, 2025 and terminating December 31, 2025, and shall thereafter automatically renew for successive annual terms of January 1 to December 31 under the terms set forth in this Agreement until and unless terminated as provided in this Agreement.
- 3. Transportation Services.** The City agrees to incorporate the Village into the Decatur Public Transit system service area as set forth in the Urbanized Area map ("UZA") as set

forth in the 2020 U.S. Census and provide public transportation services to the Village, said services to start on a date mutually agreed upon by the Parties.

- 4. Service Levels.** Public transit services will be provided to the Village utilizing microtransit/mobility on demand as well as paratransit service with said service levels determined and managed in all aspects by the City in its sole discretion.
- 5. Funding.** The program shall be funded by the City's Illinois Department of Transportation ("IDOT") and Federal Transit Administration ("FTA") operating funds and state and federal grants. The City shall be responsible for initiating and completing all applicable State and federal funding program applications and grants and reporting requirements in a timely manner for those programs they are the direct recipient of funding for. If grant or other funds do not cover the operating deficits of transportation services for the Village and operated by the City under the terms of this Agreement, the Village will pay City an amount equal to said deficit for operating costs within sixty (60) days of City's notice and request to Village for payment to the City. Under no conditions shall any City funds be required or used to fund transportation service operations, capital items or operating deficits, except as expressly stated in this Agreement.
- 6. Vehicle Purchase and Reimbursement.** The Village agrees to reimburse the City for the cost of an Americans with Disabilities Act ("ADA") compliant vehicle utilizing general revenue or other funds of the Village within sixty (60) days of City's notice and request to the Village for payment. The Village will be responsible to reimburse the City a maximum of Eighty Thousand Dollars (\$80,000) per vehicle with that amount increasing by two (2) percent each year or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index, whichever is greater. The City will be responsible for the purchase of the vehicle and will have sole discretion in the determination of the type, make and model and wrap of the vehicle to be purchased to provide transportation under this Agreement. The Parties agree that the County will be required to reimburse the City for the cost of no more than one (1) replacement vehicle every five (5) years. Upon termination of this Agreement, the assets purchased by the Village that remain in good working order shall be transferred back to the Village in "as is" condition.
- 7. Assets.** The vehicles used to provide transportation services to the Village shall be solely owned and shall remain assets and property of the City and shall be under the sole control and management of the City. Nothing in this section shall be considered to act as a waiver of any of the protections or immunities provided for by the Local Governmental and Governmental Employees Tort Immunity Act.
- 8. Operation.** The City shall operate the transit service program to provide public transportation services to the Village accommodating levels of service with funding availability in accordance with the terms of this Agreement and will prepare a report annually providing the level of service provided by the City to the Village and the use of transit services utilized by Village. The City shall have the sole authority to determine the

fares to be paid by passengers using the transit services and reserves the right to change those fares.

9. Disruption of Services. The City shall not be responsible for failure to perform services under this Agreement if said service is prevented by reason of weather, weather-related disruptions, Acts of God, strikes, labor disputes, pandemics, or other orders, directives or concurrences over which the City has no control.

10. Termination for Cause. Either party may terminate this Agreement in whole or in part if they determine that the terms set forth in this Agreement cannot be met. Termination is affected by the receipt of written notification by the other party setting forth the reason for the termination and giving the other party thirty (30) days to cure the reason for the termination. If the reason is not cured within the thirty (30) day period, the initiating party may pursue termination.

11. Termination for Convenience. This Agreement may be terminated in whole or in part by either party in writing for its convenience and through no failure of the other party to fulfill its obligations under this Agreement. No termination shall be effective until and unless the other party is given not less than thirty (30) calendar days prior written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination.

12. Amendments. The Parties may amend the terms of this Agreement at any time by written instrument signed by each party hereto. Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement will be binding only if evidenced in writing and signed by each party

13. Indemnification. To the extent permitted by Illinois law, the City will defend, indemnify, and hold Village, and its officers, board members, employees, agents, and representatives, harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney fees, resulting from or arising out of City breach or failure to perform its obligations under this Agreement.

To the extent permitted by Illinois law, the Village will defend, indemnify, and hold the City, and its officers, board members, employees, agents, and representatives, harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney fees, resulting from or arising out of Village's breach or failure to perform its obligations under this Agreement.

14. Notices. Any notice required under this Agreement shall be sent by first class mail, postage prepaid, certified, return receipt requested, addressed as follows, unless another address is designated by the party:

IF TO VILLAGE:

With Copy To:

IF TO CITY OF DECATUR:
City Manager
#1 Gary K. Anderson Plaza
Decatur, IL 62523

With Copy To:
Corporation Counsel
#1 Gary K. Anderson Plaza
Decatur, IL 62523

15. Assignment. This Agreement, and each party's rights and responsibilities under this Agreement, may not be assigned by either party without the written consent of the other party. This Agreement is for the benefit of the Parties and their successors only and not for the benefit of any other party.

16. Entire Agreement. This Agreement and referenced documents set forth the entire agreement of the Parties with respect to the subject matter of this Agreement. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the Parties. This Agreement may not be modified or amended except by written agreement executed by the Parties to this Agreement.

17. Applicable Law. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Illinois. Any action or proceeding arising out of this Agreement will be litigated in courts located in Macon County, Illinois.

18. Attachments and Further Assurances. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement. The Parties will sign other documents and take all other actions reasonably necessary to further effect and evidence this Agreement.

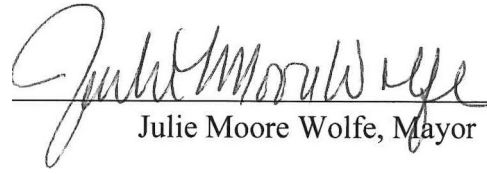
19. Waiver. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision contained in this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

20. Severability. The unenforceability of any provision of this Agreement shall not affect the enforceability of any other provision, except that if the unenforceable provision affects substantial rights of a party, that party may request that the Agreement be renegotiated, and if renegotiations fail, may terminate this agreement.

VILLAGE OF FORSYTH

CITY OF DECATUR, ILLINOIS

Mayor



Julie Moore Wolfe, Mayor

Attest:

Attest:

Village Clerk

 *rihs* rihs rihs

NEW BUSINESS

ITEM 5

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: February 18, 2025
Subject: BlueRock Memo

Overview:

This memo provides a summary of the Exclusivity Agreement between BlueRock Event Solutions ("BlueRock") and the Village of Forsyth, Illinois ("Customer"). The agreement outlines the terms under which we will exclusively rent event-related products and services from BlueRock.

Key Provisions:

1. **Exclusivity Period:**
 - Effective from January 27, 2025, to January 27, 2028.
 - During this period, we agree to rent exclusively from BlueRock unless written consent is provided.
2. **Pricing Benefits:**
 - One-day pricing applies for events up to three days.
 - Two-day pricing applies for events lasting four to seven days.
 - Customer may seek other vendors if BlueRock cannot fulfill specific product needs.
3. **Rental Process:**
 - Each rental requires an individual order and additional rental agreement per BlueRock's policies.
4. **Breach and Remedies:**
 - BlueRock may terminate the agreement if we breaches exclusivity terms.
 - We must pay full non-discounted rental fees for all rentals during the Exclusivity Period as liquidated damages.
 - Legal remedies include injunctions and specific performance.

RESOLUTION NO. 4-2025

**A RESOLUTION APPROVING AN EXCLUSIVITY AGREEMENT WITH
BLUEROCK EVENT SOLUTIONS**

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

WHEREAS, the Village has utilized BlueRock Event Solutions (“BlueRock”) as a supplier of rental equipment and services necessary for the Village to host events for its citizens; and

WHEREAS, the Village desires to continue utilizing BlueRock for its event rental needs as it has an established satisfactory relationship with it; and

WHEREAS, BlueRock has offered reduced pricing in exchange for a three-year exclusivity agreement; and

WHEREAS, the corporate authorities of the Village believe it is in the best interests of the Village to approve the Exclusivity Agreement with BlueRock as set forth herein.

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

SECTION 1: The recitals set forth above are incorporated herein as if full stated and set forth in this Section 1.

SECTION 2. The Village Board of Trustees hereby approves the agreement with BlueRock, as attached hereto as **Exhibit A**. Village President and Village Clerk are further authorized to execute the agreement and any additional documents necessary to complete the transaction contemplated 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 or agreements in conflict herewith are hereby repealed to the extent of such conflict.

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

SO RESOLVED this ____ day of February, 2025, 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
EXCLUSIVITY AGREEMENT #2201

Exclusivity Agreement #2201

This Exclusivity Agreement (“Agreement”) is made effective as of **January 27, 2025**, between BlueRock Event Solutions (“BlueRock”) and **Village of Forsyth, Illinois** (“Customer”).

RECITALS

WHEREAS, BlueRock and Customer desire to enter into an exclusive agreement with regard to the rental of certain equipment and services, including, but not limited to, tents, tables, chairs, stages, dance floors, risers, linens, audio/visual equipment, and live music/bands (hereinafter called “Product”); and

WHEREAS, BlueRock and Customer are entering into this Agreement in good faith and are relying on its terms;

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The term “Exclusivity Period” shall mean the period starting on **January 27, 2025** and ending on **January 27, 2028**. During the Exclusivity Period, Customer will not directly or indirectly, through any employee, agent, or otherwise, rent or enter into any rental agreement for Product with any other individual and/or entity except for BlueRock, unless express written consent to rent or enter into a rental agreement for Product with another individual and/or entity is given by BlueRock to Customer. Customer further agrees it will not permit any of its employees, agents, or otherwise, to solicit, initiate or encourage, any offers of proposals from any other individual and/or entity for Product during the Exclusivity Period. As such, Customer agrees to rent Product exclusively from BlueRock during the Exclusivity Period and not from any other vendor, unless express written consent is given by BlueRock to Customer. If Customer rents Product from another vendor other than BlueRock without the express written consent of BlueRock, Customer shall be deemed to be in breach of this Agreement.

2. As long as Customer is not in breach of this Exclusivity Agreement, BlueRock agrees that, during the Exclusivity Period, it shall provide one-day pricing to Customer for events up to three (3) days long and two-day pricing to Customer for events that are four (4) to seven (7) days long. The parties agree that all Product rental is subject to availability of BlueRock and if BlueRock is unable to provide specific Product to Customer, then Customer shall have the right to rent such specific Product from another vendor without breaching this Agreement.

3. Each time Customer desires to rent Product from BlueRock, an order shall be created through BlueRock, and the parties shall also enter into an additional rental agreement for each and every event in accordance with BlueRock policies, terms and conditions that are used for all events and Product rentals.

4. BlueRock has the right to immediately terminate this Agreement if Customer breaches this Agreement. If Customer breaches the terms of this Agreement, the parties agree that BlueRock shall be entitled to equitable remedies, including, but not limited to, an injunction and specific performance. In addition to having any and all other rights and remedies available at law, as liquidated damages for Customer’s breach, Customer agrees it shall pay to BlueRock the full Product rental amount that BlueRock customarily charges rather than the discounted rental price set forth in Paragraph 2 above, with said amount including all Product rentals during the time this Agreement was in effect. Said amount shall be paid within seven (7) days of written notification by BlueRock to Customer of the amount due. (By way of example only, if Customer paid BlueRock \$500 for Product rental during the Exclusivity Period, but the Product rental would have been \$750 but for this Agreement, then Customer shall pay BlueRock an additional \$250 as and for liquidated damages as a result of Customer’s breach.)

5. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

6. This Agreement contains the entire agreement of the parties regarding the subject matter of the Agreement, and there are no other promises or conditions in any other agreement whether oral or written.

7. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8. Customer may not assign its rights under this Agreement to any other individual and/or entity without the prior, express, and written consent of BlueRock, which said consent shall not be unreasonably withheld.

9. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

10. This Agreement shall be governed by the laws of the State of Illinois, with proper venue lying in the Circuit Court for the Sixth Judicial Circuit, Macon County, Illinois.

11. In the event that any lawsuit is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to any other remedy or compensation, the successful parties attorneys' fees and costs.

BlueRock Event Solutions

By: _____

Its: _____

Village of Forsyth, Illinois

By: _____

Its: _____

NEW
BUSINESS
ITEM 6

MEMORANDUM

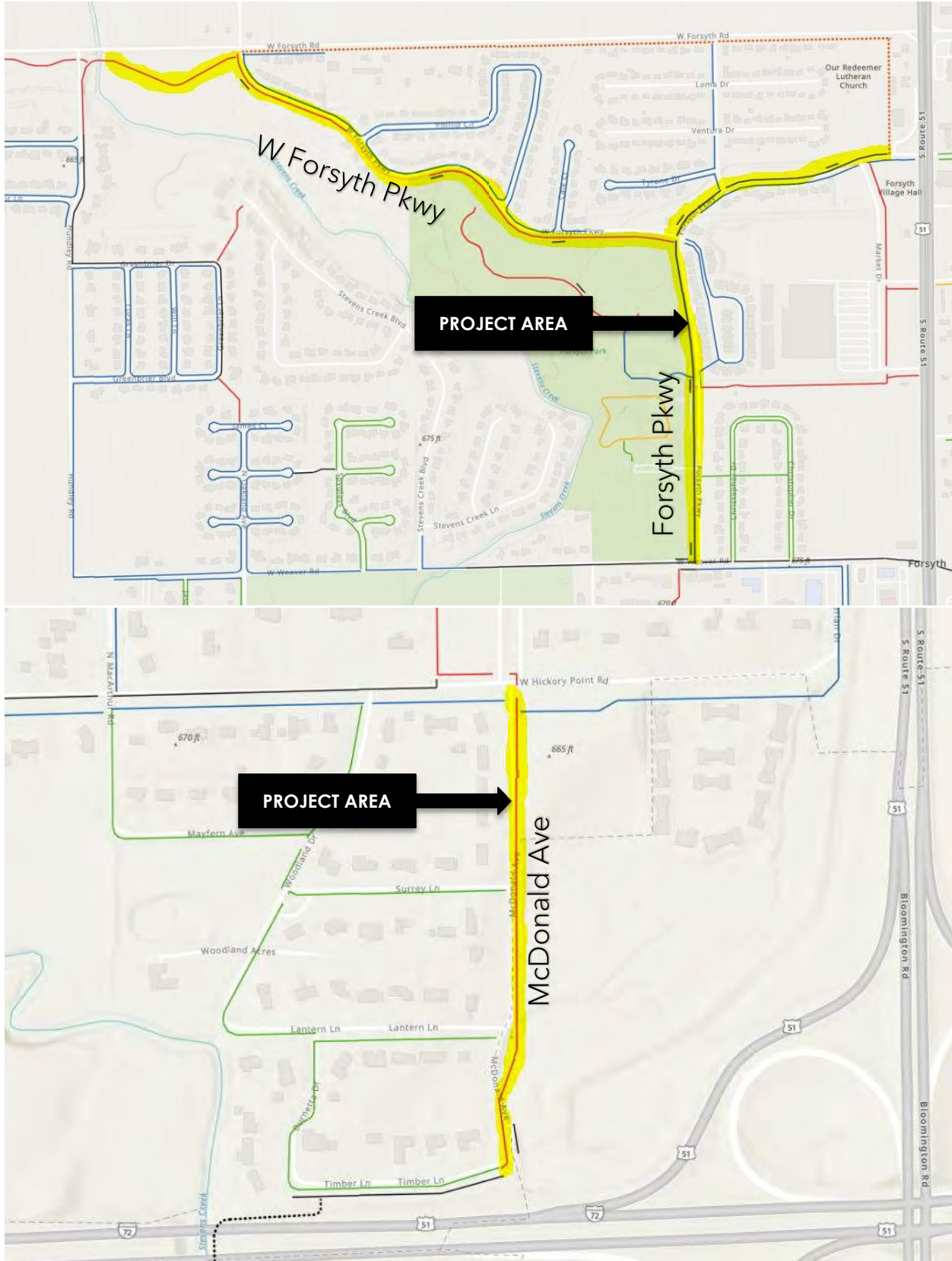


To: Village of Forsyth Mayor and Board of Trustees
From: Jeremy Buening, P.E., S.E.
Date: February 4, 2025
cc: Ms. Jill Applebee, Village Administrator
Mr. Darin Fowler, Public Works Director
Re: Forsyth Bike Path Rehabilitation - Forsyth Parkway & W Forsyth Parkway

Honorable Mayor and Trustees,

Per the Village FY2025 budget, \$30,000 was included for the design and bidding on this project. Our proposal is for an estimated \$30,000. The scope of work includes design, construction plans, and bidding for the rehabilitation of the asphalt paved trail along Forsyth Parkway from Weaver Road to Illini Drive, and along W Forsyth Parkway from Park Place Court to Hundley Road. The project area also includes the section of paved trail on the east side of McDonald Avenue in Woodland Hills subdivision, from Hickory Point Road to Timber Lane. We recommend approval of the contract in order to proceed with construction this year.

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





AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT DATA:

DATE OF AGREEMENT: 2/4/2025	JOB NUMBER: 9292
PROJECT NAME: Forsyth - 2025 Bike Path Rehab	LOCATION: Village of Forsyth
START DATE: Uppon Approval	ESTIMATED COMPLETION DATE: TBD
CLIENT: Village of Forsyth	CLIENT CONTACT: Jill Applebee
BILLING ADDRESS: 301 S US 51, Forsyth IL 62535	CLIENT PHONE NUMBER: 217-877-9445
BILLING EMAIL ADDRESS: japplebee@forsyth.gov	

SCOPE OF SERVICES: Design, construction plans, and bidding for the rehabilitation of the asphalt paved trail along Forsyth Parkway from Weaver Road to Illini Drive; W Forsyth Parkway from Park Place Court to Hundley Road; and McDonald Avenue from Hickory Point Road to Timber Lane.

FEE BASIS: ☐ Lump Sum Amount
☒ Estimated Cost (figured on time and material basis) NTE \$30,000

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

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

CLIENT

BY (Printed Name): _____

DATE: _____

SIGNATURE: _____

TITLE: _____

CHASTAIN & ASSOCIATES LLC

BY (Printed Name): _____

DATE: _____

SIGNATURE: _____

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.

Furthermore, if payment is not received within 90 days of the invoice date, any time spent trying to collect the amount will also be charged to the client, above and beyond the contract amount/limit.

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 7

MEMORANDUM

TO: The Honorable Village President and Board of Trustees

FROM: Melanie Weigel, Director of Forsyth Public Library

DATE: January 28, 2025

RE: Children's Area Furniture

Over the last year, one of our primary goals for Forsyth Public Library was an increased focus on our youth offerings. By adding additional kids' programs and family-friendly Saturday drop-in activities, we are seeing more and more families and children using the library. They make up a significant portion of the 18% increase in patron visits in 2024.

With that, we now have an increased demand for seating in our kids' play area. On the typical Wednesday after Baby Talk, we can have up to a dozen adults milling around the area while their children play and we have exactly 3 adult-friendly seats available. We expect to continue to see more and more usage especially through the busy Summer Reading months.

We can better utilize the available space by adding sturdy Fomcore soft seating in an L configuration to create an expanded seating area near the window. We also will add in 6 round ottomans, which will be child-friendly while also being supportive enough to withstand adult usage and are easily moveable based on the day's needs.

We received a quote of \$6,097.90 from Illini Supply for this project. This amount was included in our FY25 budget, and I highly recommend that the Village move forward with the purchase. Please don't hesitate to reach out with any additional questions.



111 Illini Drive
Forsyth, IL 62535

Voice: 217-877-6551
Fax: 217-877-6646

QUOTATION

Quote Number: 12144
Quote Date: Jan 15, 2025
Page: 1

Bill To:

Forsyth Public Library
268 South Elwood Street
Forsyth, IL 62535

Ship To:

Forsyth Library
268 South Elwood Street
Forsyth, IL 62535

Customer ID	Payment Terms	Sales Rep
600013	Net 30 Days	Melody M. McCoy

Quantity	Description	Unit Price	Amount
6.00	F005 Fom core Round Ottoman, Colors TBD	265.95	1,595.70
1.00	F016 Fom core 22 x 31 x 35 Linear Chair, Silvertex Neo in Lagoon for Bottom/Seat Portion, Milano Stitch in Aquamarine for the Top/ Back Portion	906.60	906.60
1.00	F019 Fom core 67 x 31 x 35 Linear Corner, Silvertex Neo in Lagoon for Bottom/Seat Portion, Milano Stitch in Aquamarine for the Top/ Back Portion	1,647.40	1,647.40
1.00	F024 Fom core 31 x 31 x 35 Linear Corner, Silvertex Neo in Lagoon for Bottom/Seat Portion, Milano Stitch in Aquamarine for the Top/ Back Portion	1,824.70	1,824.70
1.00	ISI to Receive, Deliver and Install. Installation assumes first floor delivery or use of elevator unless otherwise noted.	123.50	123.50

Area must be ready for installation to avoid additional charges. Quote reflects elevator availability and normal business hours. Electrical hook-ups are not included and changes to the plan may result in additional charges.

Subtotal	6,097.90
Sales Tax	
TOTAL	6,097.90

Unless noted, installation is quoted at our standard charges NOT prevailing wage.
Made to order products are not returnable - check with office regarding other items. All orders and quotations are subject to the approval from our headquarters, and quotations are subject to prompt acceptance and change without notice. All orders are subject to delays occasioned by accidents, strikes, fires or causes beyond our control. Claims for defective material or workmanship are to be made within ten days after the receipt of goods. We reserve the right to correct any clerical or stenographic errors. Plus sales tax when applicable. Unless otherwise agreed upon, interest at 18 per annum to be paid on accounts 30 days overdue. The title and ownership to the property called for and furnished under the terms of this contract shall remain in the seller until full and final payment in cash shall have been made according to the terms agreed upon. In case of default in payment, the seller may repossess the property wherever found and shall not be liable to anyone in any action for the return of any money paid nor for any damages whatsoever. Any money paid upon such account shall be deemed to have been paid as part compensation for the use of the product and to cover wear, tear and expenses. It is further agreed that no part of the product shall become a fixture of being attached to real estate.
We assume no liability for freight damage. We will assist you with your claims.

We accept order with noted changes:

By _____

NEW BUSINESS ITEM 8

MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Jeremy Buening, P.E., S.E.
Date: February 4, 2025
cc: Ms. Jill Applebee, Village Administrator
Mr. Darin Fowler, Public Works Director
Re: Prairie Winds Stormwater and Utility Design for new Road – Phase A

Honorable Mayor and Trustees,

Chastain has prepared a contract to provide the Phase A services to the Village, which will eventually bid and construct a new road off of County Highway 20, west of Sawyer Road. Phase A is the first of three phases to accompany the construction of the new north / south road in Prairie Winds subdivision. The first phase will complete a drainage study to understand how best retain drainage for the proposed road.

Per the Village FY2025 budget, \$1,500,000 is included for the Engineering Design, Bidding, and Construction for the entire project, including utilities, drainage, sidewalk, and road. The total cost estimate for Time and Materials and Design Study for this initial phase of the contract is \$9,200. This scope of work includes reviewing the amount of runoff generated by the road as well as the development at Crawford's gym, the amount of water the existing ponds can hold, and their ability to capture the new amount of stormwater. We have attached a diagram to show the proposed phasing for this work and the various potential outcomes. Costs of future phases will be completely dependent upon the discoveries in Phase A.

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

SCOPE OF SERVICES

Prairie Winds Drainage Project – E. Shafer Street Forsyth, IL

A. Drainage Study

1. Review of the overall site drainage area to verify the volume needed for storm water detention for Crawford's proposed site including the proposed north/south access road into the site.
 - a. This includes review of updated drainage calculations for both Crawford's 12 acre site and the proposed north/south access road. Drainage calculations to be provided by site engineer (Dana Mann).
2. Review of the existing drainage retention/detention ponds located west of the grade school to determine available volume remaining in the pond, if any.
 - a. No topographic survey will be performed for this task. Chastain will use record information from the Grade School development to determine volumes.
3. Items A.1 and A.2 will be used to determine if there is enough volume in the existing retention/detention ponds to temporarily tie in proposed storm sewer to drain Crawford's proposed site and the proposed north/south access road.

B. Total Overall Project T&M Cost

Drainage Study	\$9,200.00
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C. Items not included in the scope of work that can be included for an additional fee:

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

1. Topographic or Boundary Survey
2. Drainage and Detention Design
3. Utility Design and Extensions
4. Storm and/or Sanitary sewer pump stations
5. Subdivision Plat (Minor or Major or PUD adjustment)
6. Easements (i.e. utility, etc.)

PHASE A *Drainage Study*

GOAL: To understand how much surface water drainage there will be with the development of the road and Crawford's gym. Then determine how best to detain the water prior to entering the Village's storm water system.

- Uses all known files (Chastain, BGM, Mann, etc.).
- Includes coordination with Crawford's Drainage for it's development and coordination with the new road design; both of which are under Dana Mann, PLS.
- Does not include any land surveying.

EXISTING PONDS HAVE CAPACITY

EXISTING PONDS DO NOT HAVE CAPACITY

PHASE B *Engineering Design*

GOAL: To design a storm water system to detain and release storm water from the development into a storm system, somewhere.

Utilize existing ponds for retention of stormwater.

- Design a temporary/permanent storm sewer main to the existing detention/retention ponds.
- Feed into existing Village storm

Based on the determined stormwater needs, we anticipate moving forward with one of three design options.

Option 1: Modify existing ponds to accommodate the stormwater.

- Design a modification to increase the capacity of the existing ponds.
- Design a temporary/permanent storm sewer main to the existing detention/retention ponds which feed into the Village's existing storm sewer system.

Option 2: Design a new retention pond on site.

- Design a retention pond to accommodate developments' storm water and connect into the Village's existing storm sewer system.

Option 3: Design a storm sewer connection to Spring Creek.

- Design a retention pond to accommodate developments' storm water and then design a new storm sewer main to drain into Spring Creek.
- Will require easements and will be the most lengthy process.

Final Design of all Utilities for the Village

- Design lines and stubs for Water and Sanitary Sewer
- Provide easements for Fiber, Power, and Gas
- Coordination with Road Design

NOTE: If it is determined that a temporary connection to the pond is feasible, when future development, beyond what is proposed occurs, the connection will need to be removed. This area will then need to drain to a new detention pond prior to connecting to the Village's existing storm system or to Spring Creek.

PHASE C *Bidding Services*

GOAL: To create bid documents and solicit bids for the construction of the road (plans provided by Mann) and all associated Village Utilities (plans done by Chastain).



AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT DATA:

DATE OF AGREEMENT: 2/4/2025 JOB NUMBER: 9177
PROJECT NAME: Prairie Winds Utility, Drainage & Road Design LOCATION: Forsyth, Illinois
START DATE: February 5, 2025 ESTIMATED COMPLETION DATE: March 31, 2025
CLIENT: Village of Forsyth CLIENT CONTACT: Jill Applebee
BILLING ADDRESS: 301 S Route 51 CLIENT PHONE NUMBER: 217 877 9445
BILLING EMAIL ADDRESS: rstewart@forsyth-il.gov

SCOPE OF SERVICES: See attached.

FEE BASIS: ☐ Lump Sum Amount enter text
☒ Estimated Cost (figured on time and material basis) NTE \$9,200

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

BY (Printed Name): _____

DATE: _____

SIGNATURE: _____

TITLE: _____

CHASTAIN & ASSOCIATES LLC

BY (Printed Name): _____

DATE: _____

SIGNATURE: _____

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.

Furthermore, if payment is not received within 90 days of the invoice date, any time spent trying to collect the amount will also be charged to the client, above and beyond the contract amount/limit.

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 9

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: February 4, 2025
Subject: Hope and Marion Road

Background:

Village staff has recently met with the Horves, who are in the process of purchasing the duplexes formerly known as Hickory Point Christian Village. As part of their ownership plans, they have expressed interest in having the Village take ownership of Hope and Marion Roads, which are currently private roads, along with the accompanying sidewalks.

Road & Sidewalk Conditions:

Staff has conducted an initial review of the roads and sidewalks in this area, and they appear to be in good condition. No immediate concerns have been identified regarding their structural integrity or maintenance needs at this time.

Considerations for the Village:

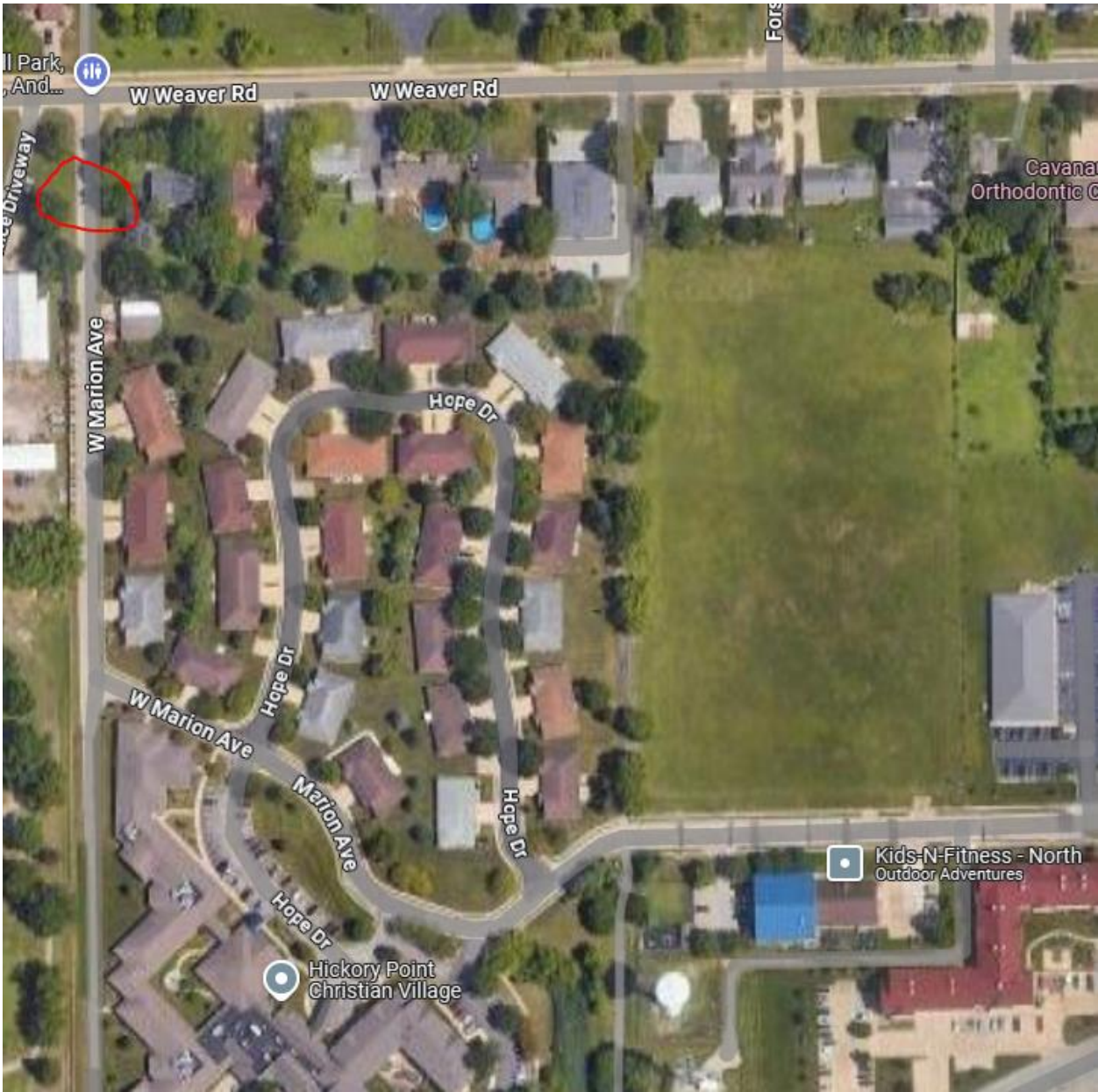
1. **Maintenance Responsibilities:** If the Village assumes ownership, it will be responsible for future road repairs, snow removal, and general upkeep of both the roads and sidewalks.
2. **Community Impact:** Taking over these roads would ensure consistent maintenance and accessibility for residents in the area.

Next Steps:

- Staff recommends further discussions with the Horves regarding any necessary agreements or conditions related to the transfer and bring this to the next meeting.
- A formal assessment by the Village Engineer may be beneficial to confirm the current road conditions and identify any potential issues before assuming ownership.

*See picture on next page

Please let us know if additional information or analysis is needed.



NEW
BUSINESS
ITEM 10

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: February 4, 2025
Subject: TIF GRANT ANDREW HENDRIAN-130 E Cox St.

Background:

Mr. Hendrian has submitted a request for a Commercial Revitalization TIF Grant for the property located at 105 South Route 51. The total cost of the proposed project is \$79,924, and he is requesting \$25,000 in TIF assistance.

Project Scope:

The requested funds would contribute to the following improvements:

- New siding
- Soffit work
- Gutters
- Garage windows and doors
- New exterior garage door
- Refacing the mansard
- Installation of two awnings
- Exterior lighting
- Parking lot resurfacing
- Landscaping

TIF Eligibility & Budget Considerations:

TIF Illinois has confirmed that these expenses qualify for TIF funding. The Village has allocated \$50,000 for the year to support developers in revitalizing the TIF District, and to date, none of these funds have been expended.

Next Steps:

- Staff recommends the Board review Mr. Hendrian's request and consider approval of the \$25,000 grant.
- If approved, formal documentation and an agreement (attached) should be signed to ensure compliance with TIF guidelines.
- Once the project is completed Mr. Hendrian will provide documentation, and staff will submit to TIF Illinois for approval before payment being granted.

Please advise on any additional information or discussions required regarding this request.

Forsyth TIF District
Village of Forsyth, Macon County, Illinois
Commercial Revitalization TIF Grant Program

PROGRAM APPLICATION

Applicant Name: ANDREW R. HENDRIAN

Site Address: 105 S. ROUTE 51 Current Use: MULTI-USE Future Use: MULTI-USE

Subject Property Tax ID # 07-07-15-229-003 Current Zoning Type: MUNICIPAL

Property Owner Name(s): ANDREW R. HENDRIAN

Applicant Daytime Business Phone: 217-358-1277 Cell Phone: 217-358-1277

Applicant Mailing Address: PO Box 333, FORSYTH, IL 62535 Email Address: Taxbuyer@AOL.COM

Type of Business (check one) ☐ Service ☐ Retail ☒ Other (describe): RETAIL/APARTMENT/GARAGE/OFFICE

Anticipated Project Start Date: APRIL/MAY 2025 and Estimated Project Completion Date: OCT/NOV 2025

Total Project Costs: \$_____ (estimated costs must be verified upon completion of the Project).

Amount of Grant Financing Requested: \$ 25,000.

NOTE: All grants amounts are limited to 50% of total costs actually incurred for the Project, not to exceed \$25,000.00. Applicant must verify a minimum match of 50% of the total project costs.

Commercial Revitalization TIF Grant Program (the "Program") grants shall be awarded for TIF eligible project costs (pursuant to 65 ILCS 5/11-74.3-1 *et. seq.* as amended) that are incurred and verified for commercial facade renovation projects on a *first-come-first-served* basis, subject to the availability of funds and the approval of the Forsyth Village Board. **Please read the following requirements carefully.**

ADDITIONAL REQUIREMENTS:

1. Only properties located within the Forsyth TIF District Redevelopment Project Area (the "TIF Area" or "Area") are eligible to apply for the Program. The Forsyth TIF Redevelopment Project Area Boundary Map is provided and attached hereto in ***Appendix A***.
2. Property owners may apply for and receive Program (or its successor program) grants for the same property only one time per calendar year. Exceptions may be allowed for multiple tenants undertaking un-related leasehold improvements on the same property.
3. The maximum Program grant amount for each Project approved for the *Commercial Revitalization TIF Grant Program* shall not exceed Fifty-Percent (50%) of total project costs, or a single lump-sum reimbursement of **Twenty five Thousand and 00/100 Dollars (\$25,000.00)** per individual commercial property as identified by the Macon County real estate tax identification number, or a definable subdivision of such property (e.g., a tenant's leasehold improvements undertaken within a larger commercial plaza). Verification of Applicant's equity in the Project of not less than 50% of total project costs must be submitted and verified by the Village in advance of the Village's reimbursement from TIF Funds.
 - a. The Applicant's Project (the "Project") under the *Commercial Revitalization TIF Grant Program* may include the costs of renovation, rehabilitation, reconstruction, relocation, repair, or remodeling of the exterior facades of existing commercial buildings, including new or replacement signs, lighting and fixtures attached to buildings which face Village streets and are located within the TIF Area. Ancillary design engineering/architectural fees and interior renovations or repairs to the building which are

consequential to the exterior façade improvements are allowable if less than 50% of total verified project costs. Page 153 of 188

- b. The construction of new buildings, acquisition of personal property or equipment, roof repairs and general custodial and maintenance services shall not qualify for reimbursement by TIF grant funds relating to the *Commercial Revitalization TIF Grant Program*.
4. Applicants must, in advance of receiving Program grant funds: a) verify that the most recent real estate tax bill(s) have been paid for the Property; b) verify TIF eligible project costs in an amount equal to or greater than the amount awarded to the Program Applicant by the Village Board of Trustees; and c) verify the Applicant does not owe any outstanding debts or fines payable to the Village. **Program grant funds are paid by the Village of Forsyth to the Applicant upon completion of the Project and verification of TIF eligible project costs that have been incurred by the Applicant – no exceptions.** The Village's obligation hereunder to award grant funds for TIF eligible project costs is a limited obligation to be paid solely from the Forsyth TIF District Special Tax Allocation Fund.
5. All projects undertaken with Program grant funds must comply with any Village of Forsyth Codes, conform to local zoning, and must be completed within 180 days of the Village Board's approval of the Program Application. Applicant is responsible for obtaining required licenses and permits, if any, prior to undertaking the Project.
6. All projects must be located within the Forsyth TIF Redevelopment Project Area and are subject to review by the Village Staff prior to Village Board of Trustees approval and prior to payment of grant funds.
7. Business owners who are tenants of a building for which planned leasehold improvements will be paid for with Program grant funds must provide written consent from the property owner for all proposed improvements (see **Appendix B**).
8. All applications must attach a description of the planned improvements, estimated costs (contractor bids) of the project and projected start and completion dates. Conceptual sketches, photographs and drawings are encouraged. Colored renderings are preferred. The Village reserves the right to request additional information, including, but not limited to, how the building will be utilized (e.g., type of business) once the renovations are completed.
9. It is the understanding of the Village and the Applicant that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not currently apply to TIF incentives that are received by private Developers as reimbursement for TIF Eligible Project Costs. This position of the Department of Labor is available online for further review at:
<https://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>.
10. The Forsyth Village Board of Trustees reserves the right to award grant funds only to those Applicants who undertake projects the Village deems to be compliant with the TIF Act, projects that the Village believes will further stimulate the type of commercial revitalization described in the Forsyth TIF District Redevelopment Plan, and projects that are in the best interests of the citizens of the Village of Forsyth (see **Appendix C**). The rights and obligations of the Applicant under this Program Application shall not be assignable by the Applicant without providing written notice to the Village and the Village's consent is obtained prior to such assignment.

The undersigned certifies and warrants that to the best of his/her knowledge the information contained in and attached to this Application Form is true, correct and complete and furthermore agrees to the terms and conditions provided herein. Nothing contained in this Program Application shall be construed by the Village or the Applicant or any third person to create the relationship of a partnership, agency, or joint venture between the Village and the Applicant. The Applicant hereby acknowledges that, in executing this Application Form, the Applicant has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of the Program. Subject to Village Board approval (**Appendix C**), this Program Application shall become a binding Redevelopment Agreement for which the undersigned hereby warrants full authority to both execute this Agreement and to bind the entity in which they are signing on behalf of.

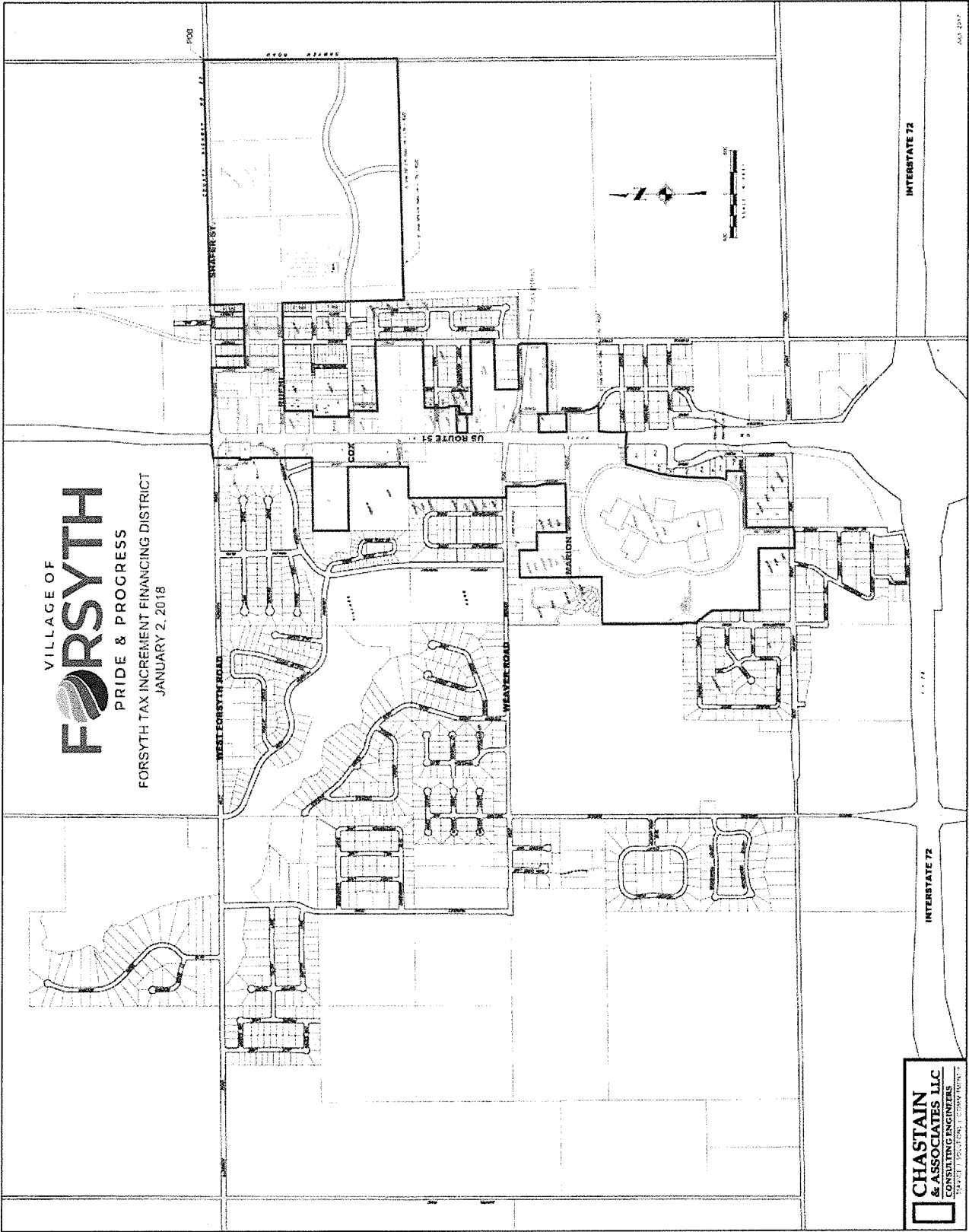
Applicant Signature Andrew R. Hendrian Date: 01/07/25

105 US 51, FORSYTH IL 62535

Description	Estimate
New Siding (Apartment, Office, Garage)	\$22,400.00
Soffit Work	\$4,500.00
New Gutters	\$1,024.00
New Garage Windows	\$2,500.00
New Garage Doors	\$7,500.00
New Exterior Garage Door	\$2,500.00
Reface Mansard	\$18,500.00
2 Awnings / 1 over each entrance	\$6,000.00
Exterior Lighting Upgrade	\$4,500.00
Parking Lot Resurface & Stripe	\$5,000.00
Landscape	\$5,500.00
Total	\$79,924.00

APPENDIX A

Forsyth TIF District Redevelopment Project Area Boundary Map



APPENDIX B**Tenant/Applicant Letters of Intent****FROM TENANT/APPLICANT TO VILLAGE OF FORSYTH**

We the undersigned are the owners and operators of a business known as _____, located on property at _____ (PIN _____), and hereby disclose our intent as Tenants of said Property to incur certain eligible project costs as "Leasehold Improvements" for which we shall request reimbursement from the Forsyth TIF District Special Tax Allocation Fund pursuant to the terms and conditions provided herein for the *Commercial Revitalization TIF Grant Program*.

(Print or type business name)

BY: _____ Date: _____
(Authorized Tenant Signature)

STATE OF ILLINOIS COUNTY
OF MACON

I, the undersigned Notary Public, do hereby affirm that _____ personally appeared before me on the _____ day of _____, _____, and signed the above Affidavit as his/her free and voluntary act and deed.

Notary Public

FROM PROPERTY OWNER/LANDLORD TO VILLAGE OF FORSYTH

As the owner of the above described property, I the undersigned hereby provide the above-named Tenant my consent to undertake "Leasehold Improvements" on said property, whereby they shall incur certain eligible project costs for which they shall request reimbursement from the Forsyth TIF District Special Tax Allocation Fund pursuant to the terms and conditions provided herein. Furthermore, as a signatory to this *Commercial Revitalization TIF Grant Program Application*, I do hereby direct the Village of Forsyth to make the TIF grant payment awarded by the Village for this Project payable to the Tenant/Applicant.

BY: _____ Date: _____
(Signature)

PRINTED NAME: _____

STATE OF ILLINOIS COUNTY
OF MACON

I, the undersigned Notary Public, do hereby affirm that _____ personally appeared before me on the _____ day of _____, _____, and signed the above Affidavit as his/her free and voluntary act and deed.

Notary Public

APPENDIX C**Commercial Revitalization TIF Grant Program****Village of Forsyth, Illinois****APPROVAL FORM FOR VILLAGE USE ONLY**

Applicant Name: _____ Property Address: _____

Date application received by the Village of Forsyth: ____ / ____ / ____ by _____ Request

Verified as TIF Eligible Project Cost: ☐ Yes ☐ No (reason: _____)Recommended by Village Staff: ☐ Yes, date: ____ / ____ / ____☐ No (reason: _____)**GRANT AMOUNT: \$ _____,****(Subject to Village Board Approval and Verification of TIF Eligible Project Costs)**Grant **APPROVED** by the President and Village Board of Trustees of the Village of Forsyth on the ____ day of _____ / _____.

PRESIDENT & BOARD OF TRUSTEES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
TOTAL VOTES:			

Project grant approved by Village Board: ☐ Yes _____ ☐ No (reason: *see attached*)**APPROVED:** _____ Date ____ / ____ / ____
President, Village of Forsyth**ATTEST:** _____ Date: ____ / ____ / ____
Village Clerk, Village of Forsyth

Completion of Project verified on ____ / ____ / ____.

Verification of Applicant's actual TIF Eligible Project Costs
as reviewed by Jacob & Klein, Ltd. and The Economic Development Group, Ltd on ____ / ____ / ____.

Village grant payment issued to applicant on ____ / ____ / ____ Check No. _____.



301 S. Route 51, Forsyth, IL 62535 Ph: (217) 877-9445

Village of Forsyth

Tax Increment Financing (TIF) District

Commercial Revitalization TIF Grant Program

The Village of Forsyth is pleased to offer this matching grant program to business owners, private developers and property owners who undertake improvements to commercial storefronts and the sides of commercial buildings facing Village streets within Forsyth Tax Increment Financing (TIF) District.

Grant awards for qualified projects are offered as a **50% matching grant**, not to exceed \$25,000 on a property-by-property basis. All grants funds are paid as a reimbursement for eligible costs that are incurred and verified. All applications are reviewed by the Village on a first-come-first-serve basis, subject to the availability of funds as authorized by the Forsyth Village Board of Trustees.

That's right! The *Commercial Revitalization TIF Grant Program* will reimburse up to 50% of program eligible costs or a total of \$25,000, whichever is less. That's \$0.50 reimbursed for every \$1.00 spent times 25,000! For example, if \$20,000 of eligible costs are incurred, a successful applicant may be eligible to receive a reimbursement of \$10,000, or 50% of total eligible expenses. If less is needed, it's still a 50% reimbursement.

Applications are received on a first-come-first-served basis. Projects must be completed within 180 days of grant awards.

All applications, subject to the availability of funds, will be swiftly reviewed and approved as they are received by a Village-appointed advisory committee. Don't delay! **Apply TODAY!**

For more information, schedule a no-obligation consultation by contacting
Jill Applebee Email: japplebee@forsyth-il.gov Ph: (217) 877-9445

FORSYTH TIF DISTRICT COMMERCIAL REVITALIZATION TIF GRANT PROGRAM

Village of Forsyth, Illinois / 301 S. Route 51, Forsyth, IL 62535 Ph: (217) 877-9445

The primary goal of the Forsyth *Commercial Revitalization TIF Grant Program* (the “Program”) is to stimulate economic growth and visibly enhance commercial businesses located within the Forsyth TIF District Redevelopment Project Area (the “TIF Area” or “Area”).

Program grants are intended to promote substantial improvements to existing commercial storefronts and the sides of existing commercial buildings which face Village streets. Grant funds will not be awarded for the construction of new buildings, roof repairs, the purchase of personal property or equipment, or general cleaning, window washing or other routine/custodial maintenance. Examples of eligible project components include all materials and contracted labor relating to exterior façade improvements such as painting, siding, masonry, window installations, awnings, parapets, attached signage and lighting, façade-related landscaping, as well as improvements to doorways and entryways. Ancillary design engineering/architectural fees and interior renovations or repairs to the building which are consequential to the exterior façade improvements are allowable if less than 50% of total verified project costs.

All property owners and/or business owners of real property within the Forsyth TIF Area are eligible to apply for Program grants. Business owners who are tenants of a building for which leasehold improvements are planned must provide written consent from the property owner for all proposed improvements.

All commercial business properties located within the Forsyth TIF Area are eligible for funding under this Program (or its successor program) at the rate of one (1) grant per calendar year, subject to availability of funds and approval of the Village Board of Trustees. The Village encourages applicants to purchase materials for the projects in Forsyth and, whenever possible, to use local contractors. The Forsyth Village Board of Trustees reserves the right to award grant funds only to those projects it deems to be compliant with the Tax Increment Allocation Redevelopment Act (ILCS 65 5/11-74.4 *et. seq.*), the Forsyth TIF District Redevelopment Plan and those projects that the Village believes will further stimulate the type of commercial revitalization that is in the best interests of the citizens of the Village of Forsyth.

TIF District Grant Procedure (Maximum Potential Grant Award is \$25,000.00)

1. Complete the Program Application, including all requested attachments or supplemental information, and submit the Application to the Village of Forsyth Community & Economic Development Coordinator’s office within sixty (60) days prior to undertaking the Project.
2. All applications shall initially be reviewed by Village Staff and must then subsequently be reviewed and approved by the Forsyth Village Board of Trustees. The property must be located within the TIF Area.
3. **All grants awards are limited to: Fifty-Percent (50%) of total verified costs incurred for the Project, not to exceed a maximum of Twenty Five Thousand and 00/100 Dollars (\$25,000.00).** The Applicant must verify a minimum match of 50% of the total project costs and complete the project within 180 days of the Village Board’s approval of the Program Application.
4. If the Village rejects a Program application, a written explanation will be provided to the Applicant. The Applicant may then revise and resubmit the Application for a second review.

NOT SURE IF YOUR PROJECT QUALIFIES?

Proposed Redevelopment Projects which are deemed to be outside the scope of this Program, such as a building expansion or new construction may still be eligible for TIF assistance through a separate Redevelopment Agreement. For more information, contact the Community & Economic Development Coordinator at the Village of Forsyth.

NEW
BUSINESS
ITEM 11

MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees

From: Jeremy Buening, P.E., S.E.

Date: February 4, 2025

cc: Ms. Jill Applebee, Village Administrator

Mr. Darin Fowler, Public Works Director

Re: Forsyth 2025 Annual Roadway Maintenance

Honorable Mayor and Trustees,

Per the Village FY2025 budget, \$500,000 was included for the design, construction, and construction observation of this project. Our proposal to complete the design and bidding is for an estimated \$35,000. The scope of work is based on conversations and direction from and includes design, construction plans, and bidding for the full depth concrete patching on E Weaver Road, and replacement of the full depth concrete pavement on West Hickory Point Road from N MacArthur Road to approximately 300 feet east of N MacArthur Road. We recommend approval of the contract in order to proceed with construction this year.

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

SCOPE OF SERVICES FOR DESIGN ENGINEERING PHASE SERVICES 2025 PAVEMENT MAINTENANCE

IMPROVEMENT DESCRIPTION:

The **2025 PAVEMENT MAINTENANCE** project generally includes full depth concrete patching on E Weaver Road, and replacement of the full depth concrete pavement on West Hickory Point Road from N MacArthur Road to approximately 300 feet (and no more than 500 feet) east of N MacArthur Road. This project will be funded with local Village funds. IDOT oversight is not anticipated to be required. This work is hereinafter referred to as the “**PROJECT**”.

SCOPE OF SERVICES:

The scope of this phase of the project consists of preparing construction plans, specifications, and bid documents to let the contract in 2025. Construction will take place in the summer months while school is not in session.

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

1. Detailed topographic surveys as necessary for the preparation of contract plans.
2. Show known subsurface utilities from mapping made available by the Village and various utility companies within the Village.
3. Design the proposed roadway and drainage improvements in accordance with applicable IDOT design guidelines as necessary to prepare the plans and specifications.
4. Review curb & gutters as well as inlets for repairs to be included in the contract plans.
5. Prepare contract plans, bidding specifications, construction estimate of time, and Engineer’s estimate of probable cost for the proposed improvement.
6. Schedule, advertise, and host a public bid letting.
7. Prepare a recommendation of award for consideration of the Board.
8. Attend conferences and meetings at any reasonable time when requested to do so by the 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. Geotechnical exploration and/or reports.
- b. Potholing and other methods of subsurface utility excavation to determine utility locations and depths.
- c. Preparation of ROW/Easement plats & legal descriptions.
- d. Preparation of a Preliminary Site Inspection (PSI).
- e. Services performed in connection with environmental 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 and observation 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 additional services shall be on a time and material basis in accordance with the attached Schedule of Rates or by Supplement to the Agreement for Professional Services.

AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT DATA:

DATE OF AGREEMENT: 2/4/2025	JOB NUMBER: 9292
PROJECT NAME: Forsyth - 2025 Annual Roadway Maintenance	LOCATION: Village of Forsyth
START DATE: Uppon Approval	ESTIMATED COMPLETION DATE: TBD
CLIENT: Village of Forsyth	CLIENT CONTACT: Jill Applebee
BILLING ADDRESS: 301 S US 51, Forsyth IL 62535	CLIENT PHONE NUMBER: 217-877-9445
BILLING EMAIL ADDRESS: japplebee@forsyth.gov	

SCOPE OF SERVICES: See attached.

FEE BASIS: ☐ Lump Sum Amount
☒ Estimated Cost (figured on time and material basis) NTE \$35,000

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

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

CLIENT

BY (Printed Name): _____

DATE: _____

SIGNATURE: _____

TITLE: _____

CHASTAIN & ASSOCIATES LLC

BY (Printed Name): _____

DATE: _____

SIGNATURE: _____

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.

Furthermore, if payment is not received within 90 days of the invoice date, any time spent trying to collect the amount will also be charged to the client, above and beyond the contract amount/limit.

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 12

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: Feb 18, 2025
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: Hardy's Highway Race for the Lake
 Date(s) of Event: June 7-8, 2025
 Amount Approved For 2024: \$5,000
 Amount Requested For 2025: \$5,000

2. Name Of Event: 35th Annual Shoreline Classic
 Date(s) Of Event: October 4, 2024
 Amount Approved For 2019: \$1,000
 Amount Approved For 2020: \$1,000
 Amount Approved For 2022: \$1,500
 Amount Approved For 2023: \$1,500
 Amount Requested for 2024: \$1,500
 Amount Requested for 2025: \$1,500 or \$3,000 for Premier Sponsorship (see note on application)

3. Name Of Event: MidState Cup Soccer Tournament
 Date(s) Of Event: May 31-June 2, 2024
 Amount Approved For 2019: \$2,928.20
 Amount Approved For 2020: \$3,221.02
 Amount Approved For 2022: \$3,543.12
 Amount Approved for 2023: \$3,897.43
 Amount Requested for 2024: \$4,092.00
 Amount Requested for 2025: \$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.



January 16, 2025

Memo: Forsyth Village Board
From: Hardy Race Committee

Thank you so much for your support in 2024. This could not happen if not for the generous sponsorships that come from groups like you!

Enclosed is the 2025 Request for Funding application and a copy of last year's budget. We did have a larger crowd than expected and hope to increase each year.

If you have any questions please feel free to reach out to any committee member!

Sean Bowsher	217-519-2096
Nikki Furlott	509-981-9408
Amber Adams	217-791-0117
Susan Urquhart	217-972-4452
Teri Hammel	217-423-7000

**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:

Hardy's Highway Race For The Lake

June 7-8, 2025

Lake Decatur

2. Describe the event:

Approximately 60 hydro and flatbottom boats along with their teams will compete in an APBA Sactioned race for two days from approximately 10 am - 5 pm. Heats will occur approximately every 20 minutes with minimal downtime. Boats will range from starter class 1.5 stock (80 mph) to the wild Jersey Speed Skiffs (85 mph) all the way to supercharged 1,500 hp Grand Prix Hydroplanes (170 mph) racing all weekend. Included in this event will be the 100 Year Celebration of The Decatur Park District. There will be food vendors, art & craft vendors, music and fun activities for all ages. This is a partnership with The Park District.

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?

7000 M/L from records of the 2024 Race

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

5. Name of the organization sponsoring the event:

Warren Daniel Hardy Foundation, Decatur Park District, Decatur CVB and Decatur Parks Foundation.

Describe the organization sponsoring the event:

Dan Hardy is a lifelong resident in Decatur and loves the lake. He is excited to be the Title Sponsor for the event.

The Decatur Park District and Foundation are partners with having the Marina and being able

to have the funds run through the Park Foundation with them being a 501 C3. The Decatur Area CVB

was instrumental in working with a racer to help make this a dream come true.

Sean Bowsher, a retired City of Decatur Police Officer for 22 years is a racer for the APBA. He is

excited, along with his many race fans to come back to Decatur/Forsyth to race.

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

____ For-Profit Organization X Not-For-Profit Organization

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

Sean Bowsher

217-519-2096

lcuffm2@yahoo.com

240 N. East Street, # 181, Cisco, IL 61830

**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.):

\$5,000.00

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.):

Estimated \$73,000.00

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 attached budget.

We did not overspend, there is a nest egg in the budget from Mr. Hardy but some of our expenses were more that anticipated.

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.

Each racer stays 2 nights minimum. There are also attendees who will stay as well.

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.

160 room nights estimated for just the racers and APBA Race Team. Not including those traveling to attend or the race staff.

**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.

This event is expected to draw racers from 12 states and Canada.

People travel from all over to see the races.

The Homewood Suites will be listed as the Host Hotel in
all printed materials and all Forsyth hotels will be listed first.


Signature

Sean Browser

Name (Print Or Type)

Event Planner

Title (Print Or Type)

January 13, 2025

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

(2024)

Description of Revenue	Estimate	Actual	Difference	Notes
Decatur CVB	\$ 10,000.00	\$ 10,000.00	\$ -	
Decatur Building & Trade	\$ 5,000.00	\$ 5,000.00	\$ -	
Village of Forsyth	\$ 5,000.00	\$ 5,000.00	\$ -	
Laborers Local 159	\$ 2,500.00	\$ 2,500.00	\$ -	
G&H Marine	\$ 2,500.00	\$ 2,500.00	\$ -	
Bargenta	\$ 1,000.00	\$ 1,000.00	\$ -	
Brinkoetter Realty	\$ 1,000.00	\$ 1,000.00	\$ -	
Del Carmen's Pizza	\$ 1,000.00	\$ 1,000.00	\$ -	
Main Place Realty	\$ 2,500.00	\$ 2,500.00	\$ -	
Local 270 Carpenters Union	\$ 2,500.00	\$ 2,500.00	\$ -	
Classy Grass Service	\$ 2,500.00	\$ 2,500.00	\$ -	
Abbott EMS	\$ 2,500.00	\$ 2,500.00	\$ -	
Woares	\$ 1,000.00	\$ 1,000.00	\$ -	
Fishermans Quarters	\$ 1,000.00	\$ 1,000.00	\$ -	
Flooring America	\$ 5,000.00	\$ 5,000.00	\$ -	
Decatur Police Protection Benevolet Assoc	\$ 1,000.00	\$ 1,000.00	\$ -	
Decatur Mattress	\$ 1,000.00	\$ 1,000.00	\$ -	
Sky's Limit Tree Service	\$ 5,000.00	\$ 5,000.00	\$ -	
Breheny Family	\$ 250.00	\$ 250.00	\$ -	
Bodine Electric	\$ 2,500.00	\$ 2,500.00	\$ -	
Plumbers Steamfitters & Refrig Fitters	\$ 500.00	\$ 500.00	\$ -	
State Farm	\$ 500.00	\$ 500.00	\$ -	
Damery Motorsports	\$ 1,000.00	\$ 1,000.00	\$ -	
Palmer Tire	\$ 1,000.00	\$ 1,000.00	\$ -	
Clean Cut Painting	\$ 1,000.00	\$ 1,000.00	\$ -	
Kurent Safety	\$ 1,000.00	\$ 1,000.00	\$ -	
The Four Nine	\$ 250.00	\$ 250.00	\$ -	
48 Inn	\$ 250.00	\$ 250.00	\$ -	
Decatur Airtool Compressor	\$ 2,500.00	\$ 2,500.00	\$ -	
Lakeside Tree Service	\$ 1,000.00	\$ 1,000.00	\$ -	
Registrations	\$ 12,600.00	\$ 12,250.00	\$ (350.00)	
Race Merchandise	\$ -	\$ 27.45	\$ 27.45	Race Booklets
Race Concessions	\$ -	\$ 34,833.25	\$ 34,833.25	Alcohol, Pepsi, and Water
Race Parking	\$ -	\$ 11,411.35	\$ 11,411.35	Parking
Revenue Total	\$ 76,350.00	\$ 122,272.05	\$ 45,922.05	

Description of Expense	Estimate	Actual	Difference	Notes
Race Director	\$ 500.00	\$ 500.00	\$ -	Mark Weber
Chief Referee	\$ 250.00	\$ 250.00	\$ -	Mike Weber
Assistant Referee	\$ 250.00	\$ 250.00	\$ -	Dave Shaw
Chief Scorer	\$ 250.00	\$ 1,359.14	\$ 1,109.14	Ann Shaw-Includes \$1,109.14 for plane tickets
Assistant Scorer	\$ 250.00	\$ 250.00	\$ -	Jennifer Griggs
Inspector	\$ 500.00	\$ 500.00	\$ -	Jim Sechter
Assistant Inspector	\$ 200.00	\$ 200.00	\$ -	Mike Noonan
Risk Manager	\$ 200.00	\$ 200.00	\$ -	Billy Noonan
Pit Operator	\$ 250.00	\$ 250.00	\$ -	Thomas Heines
Pit Operator	\$ 200.00	\$ 200.00	\$ -	Sam Anspach
Vintage Prep	\$ 100.00	\$ 100.00	\$ -	Rebecca Cravens
Club Fee	\$ 140.00	\$ 185.00	\$ 45.00	American Power Boat Assoc
APBA Sanction and Race Insurance	\$ 5,458.00	\$ 5,458.00	\$ -	
Drones	\$ 973.25	\$ 973.25	\$ -	Timothy Collins
				Amazon-Buoys/Rope \$76.95 Ameren Illinois - \$99.16 APBA - Tow Boat Fees \$460.00 Mark Weber - Radio loss \$543.11 Menards - Chain link gate and concrete blocks \$721.98 Amazon - Headsets \$139.98 Amazon - Airhorn \$72.08
Race Course Supplies	\$ 1,071.35	\$ 2,113.26	\$ 1,041.91	
Officials	\$ 2,950.00		\$ (2,950.00)	
				Region 6 Inboard Buoys \$1,440 Steve Spisak - Region 6 Trailer \$500.00
Region 6 Trailer	\$ 1,940.00	\$ 1,940.00	\$ -	
				Dick Delsener \$400 Mytas Copeland \$1,000
Announcers	\$ 1,400.00	\$ 1,400.00	\$ -	

Description of Expense	Estimate	Actual	Difference	Notes
Decatur Police	\$ -		\$ -	In Kind with City of Decatur
Decatur Fire	\$ -		\$ -	
Black Diamond Rescue	\$ 1,800.00	\$ 1,800.00	\$ -	Black Diamond Rescue
Ambulance	\$ 4,500.00	\$ 4,500.00	\$ -	Abbott EMS
Cranes/w Operators	\$ 12,500.00	\$ 12,500.00	\$ -	Harold O'Shea
Hotel Rooms	\$ 4,501.00	\$ 4,500.72	\$ (0.28)	Country Inn and Suites
Docks	\$ -		\$ -	In Kind G&H Marine
PA System	\$ 5,000.00	\$ 5,000.00	\$ -	Decatur Park District
				Amazon-Wristbands \$41.49
				Amazon-Wristbands \$14.18
				Amazon-Wristbands \$361.97
Judge Stands & Supplies	\$ 281.67	\$ 2,255.63	\$ 1,973.96	Tentable - 15x15 tent \$1,837.99
				Del Carmen's Pizza-Food \$637.50
				Subway-Food \$79.97
				Dale Thomas McKinney Staff Lunches \$43.43
				Walmart - Volunteer Snacks \$157.95
				Kroger - Snacks \$34.08
				Kroger - Snacks \$22.20
				McDonalds - Food \$75.32
				Food from food trucks \$1,651.00
Food/Water for Volunteers	\$ 716.00	\$ 5,054.20	\$ 4,338.20	Pepsi/Water for volunteers - 75 cases @ \$31.37 per case \$2,352.75
Fuel Volunteer boats and tow mules	\$ 657.00	\$ 657.00	\$ -	G&H Marine
				Illinois Portable Toilets \$6,120
Port-a-potties	\$ 6,120.00	\$ 6,275.00	\$ 155.00	Parks Sewer \$155
Oil Clean Up Supplies	\$ 107.98	\$ 101.98	\$ (6.00)	Amazon-Oil Absorbent Pads \$101.98
Show Money	\$ 28,050.00	\$ 28,050.00	\$ -	See Attached
				Fastsigns-Trophies \$808.14
Trophies	\$ 988.14	\$ 988.14	\$ -	Custom Trophies-Medals \$180.00
Surveyor	\$ -		\$ -	In Kind SKS Engineers
				In Kind Dynagraphics
				Decatur Magazine - Full page ad - \$1,395.00
				Decatur Blue - 11x17 posters \$50.50
				Amazon - Parking tags \$98.14
				Amazon - Labels \$42.96
				Decatur Blue - Drink tickets \$65.22
Marketing/signage/wrist bands/programs	\$ -	\$ 1,774.79	\$ 1,774.79	Amazon - Wristbands \$122.97
Tow mules	\$ -		\$ -	In Kind Sloans
				Beach House \$8,461
				Amazon-Napkins \$41.48
				Amazon-Cups \$97.59
				Amazon-Serving Tray \$245.01
				Amazon-Cups \$121.63
				Amazon-Cups \$97.30
				Amazon-Cups \$145.97
				Amazon-Cups/Food Trays \$183.68
				The Party Shop-Decorations \$745.00
				Amazon-Hopper Ball \$193.68
Friday Night VIP and Venue for Weekend	\$ 9,137.13	\$ 10,433.34	\$ 1,296.21	Walmart-Gold Cpk \$101.00
				Star Silkscreen-Shirts \$938
				Star Silkscreen-Shirts \$938 (Duplicate payment, paid by Park District on 5/31 and then reimbursed to Decatur Area Convention Bureau on 6/13)
				Star Silkscreen-Shirts \$1,194.15
Race Committee/Volunteer Shirts	\$ 2,132.15	\$ 3,986.42	\$ 1,854.27	Maverik Marketing Shirts \$916.27
Radio Broadcast Neuhoft	\$ 3,500.00	\$ 3,500.00	\$ -	Champaign Multimedia Group(Neuhoft)
Fencing	\$ -		\$ -	In Kind Park District
Trash/Dumpsters	\$ -		\$ -	In Kind Park District
Tents	\$ 7,600.00	\$ 7,481.00	\$ (119.00)	Noonan Equipment

Description of Expense	Estimate	Actual	Difference	Notes
				Lamar Companies-Billboard \$1,000 Rack Focused Productions-Race Video Footage \$1,000 Decatur Magazine \$173.12 Sinclair \$166.67 Dynagraphics - Banner \$393.47 Decatur Blue - Save the date cards \$23.59 Decatur Blue - 15x48 sign \$60.00 Decatur Blue - 24x36 sign \$132.00 Decatur Blue - Sponsor cards \$39.56
Marketing	\$ 1,000.00	\$ 2,988.41	\$ 1,988.41	
Generators and Equipment	\$ 1,400.00	\$ 1,090.38	\$ (309.62)	Sunbelt Rentals
Ice	\$ 1,547.50	\$ 2,892.50	\$ 1,345.00	Home City Ice
Required IDOT Signage	\$ 2,200.00	\$ 2,200.00	\$ -	Reagan Traffic Control
				Southern Glazers-Alcohol \$7,703.20 Geo Mueller-Alcohol \$4,134.70 Credit Card Fee \$386.96 Refreshment Services Pepsi \$4,042.83 State Of Illinois Liquor License \$150 Charlie Fornoff-RV Rental \$925 Part Time Payroll \$5,027.50 Walmart - Cash boxes \$25.26 Arts Stipend \$500.00
Beverage & Cash Management Supplies	\$ 925.00	\$ 22,906.94	\$ 21,981.94	Staples - Parking tickets \$11.49
Legal Fees	\$ -	\$ 253.00	\$ 253.00	Featherstun, Garner, Stocks, Flynn & Eck
Expense Total	\$ 111,546.17	\$ 147,318.10	\$ 35,771.93	
Profit/Loss Before Hardy Donation	\$ (35,196.17)	\$ (25,046.05)		
Hardy Foundation Donation		\$ 25,046.05		
Profit/Loss After Hardy Donation		\$ -		

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.

-
- (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.

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

Midstate Cup 2025 May 30-June1, 2025

Midstate Soccer Club Soccer Complex

located near Stephen Decatur Middle School

2. Describe the event:

The Midstate Cup is a competitive soccer tournament that included more than 140 teams

playing in over 200 games on 13 fields. This tournament begins on Friday night

and runs through Sunday evening, We use 10 fildes at our main complex off

Mound Road and have also played games at Millikin University, St, Teresa High

School, and Maroa-Forsyth High School. We have had teams participate from

IL, MO, IN, IA, and WI.

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?

We would expect an attendance of over 7,500 people with about 1,950 participants.

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

5. Name of the organization sponsoring the event:

Midstate Soccer Club

Describe the organization sponsoring the event:

Midstate Soccer Club As a competitive travel soccer program and soccer academy.

The objective and mission of the club is to provide all players, aged preschool to college,

The opportunity to reach their full potential through structured, high-quality soccer training that instills a respect and love for soccer. Midstate Soccer Club was founded in 2000.

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

____ For-Profit Organization x Not-For-Profit Organization

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

Jeff Jenkins

3755 Whistling Meadows Lane

Decatur, IL 62521

(217) 855-7830

jenkins_jeff@cat.com

**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.):**

\$4,500

- 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.):**

\$55,000

- 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.)**

Funds will be used for trophies, awards and tournament banners. Funds will also be used

for tent rentals, porta potties and power generators at the complex, Another expense

These funds will be used for as advertising to outlying soccer clubs and organizations to
promote the tournament in Decatur Illinois.

- 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.**

We had over nearly 100 room nights for our 2024 event.

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.

We are targeting greater than 100 room nights through strategic marketing outside our "normal" geographic region.

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

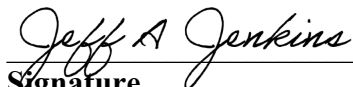
11. Describe how the event is expected to promote tourism within the Village of Forsyth or how the event is expected to attract overnight visitors to the Village of Forsyth. Describe how contributing to this event will benefit the Village of Forsyth. Please be specific.

The village of Forsyth would be considered a major sponsor and be recognized through

Television, radio, website and social media platforms advertising for the MidState Cup 2025.

Hotels and restaurants from the village will also be recognized on our tournament website.

Tournament sponsors are also listed on our tournament banners that are posted at the soccer complex during the tournament.


Signature

Jeff Jenkins

Name (Print Or Type)

Tournament Director

Title (Print Or Type)

January 6, 2025

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



Shoreline Classic Mission:

To maintain the Shoreline Classic as the premier road race in downstate Illinois, thereby providing a competitive and recreational event for athletes while promoting the value of living a healthy lifestyle.

Background:

The Decatur, Illinois Shoreline Classic event has been managed for the last 35 years by the Decatur Running Club, a not-for-profit organization. This event is one of the largest races in Central Illinois, drawing runners, volunteers, and spectators in droves from across the State of Illinois and the Midwest. A group of community leaders has embarked on the challenge of managing and planning this event by creating and implementing a long-term strategic plan for its growth and development. This opportunity is also backed by the City of Decatur.

We at Shoreline Classic want to know how much your sponsorship would mean to us and the community every year. Your generous donation goes towards the very root of Shoreline Classic, and will be used in many of the following areas: Race Operations, Awards, Shirts, Finisher medals that are guaranteed to all, entertainment, and all of the extras that make this the premier 15K/5K race in the Midwest.

In you supporting us, we will make sure that your name is always associated with Shoreline Classic. The partnership will be showcased through our Facebook presence, Shoreline and Decatur Running Club web sites, banners placed around the community, and our media exposure with WAND and Cromwell.

In the weeks leading up to Shoreline Classic, we also host the Shoreline Squad training program, where we allow our sponsors to attend our mid training Expo night, giving exposure and opportunity to interact with all in attendance.

We support:

High School Track and Field Programs

Staley's Striders for children

Auxiliary Police

Many others as funds allow.

We look forward to discussing the full potential of your sponsorship and partnership in our 36th year. May we have further communication?

Lisa Larry Fund Raising Chair
217-358-0357
Scott Strompolis, Race Director
608-408-9415

Good morning:

I think we discussed the following once before. Would the Village of Forsyth consider a 3000⁰⁰ donation this year. This would let you share premier sponsor with Richland Community College / Emrich. More of a banner and media exposure.

We have always appreciated your aid with this event. I just wanted to make sure you knew of this opportunity - Run Live Give

John

John Pranselke
217 972 1885



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

January 3, 2024

To Whom It May Concern,

RE: Hotel/Motel Tax Funding Request

The Village of Forsyth is preparing for our upcoming Budget. As part of our process, we are notifying groups and organizations to fill out the enclosed Hotel/Motel Tax Funding Request form.

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.



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

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- (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.
 - (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.

Additional copies of the Hotel/Motel Tax Fund Request forms can be found on the Village of Forsyth web site: (www.forsyth-il.gov) under Residence documents and forms.

Thank you.

VILLAGE OF FORSYTH

By: Rhonda Stewart, Village Treasurer

**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:

36th Annual Shoreline Classic
Nelson Park Pavillion, Decatur IL.
10/5/2025 Maru Race 10/3/2025 (Tot Trot)

2. Describe the event:

Premier Running event in the midwest hosting runners from all over. 5K + 15K distances. Professionally timed, great awards, 200 volunteers, meal afterwards.

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?

450 Runners + 200 Volunteers

**HOTEL/MOTEL TAX FUND
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5. Name of the organization sponsoring the event:

Decatur Running Club

Describe the organization sponsoring the event:

DRC is a community involved club promoting
health and fitness through running and
walking. Always sharing with charities in the
area.

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:

John PRANSCHKE pranschkej@yahoo.com
217-972-1885

Scott Strompolis stromi09@gmail.com
608-408-9415

**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.):

1500.00 (or more)

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.):

30,000 approx.

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.)

T.V. Promotional Ads
7 Flyers + Local signage

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.

Est. would be 10 or more

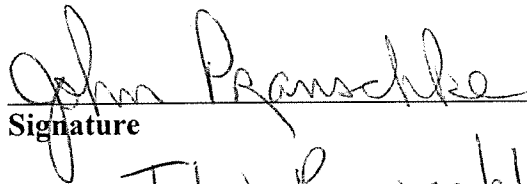
Provide an estimate of the number of room nights (one hotel/motel room occupied for one night) that the event is expected to produce this year in hotels/motels located within the Village of Forsyth.

We are hoping more than 10, this is controlled by
re certifying the course this year. Waiting on
Road closures announcements.

**HOTEL/MOTEL TAX FUND
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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.

This has become a ~~reunion~~ reunion type event. Forsyth is the restaurant area. Several always conventionally meeting at your great Restaurants. Choices are quite varied.



Signature

John Pranschke

Name (Print Or Type)

Director

Title (Print Or Type)

1/25/2025

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