

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF JANUARY 18, 2022
2. APPROVAL OF WARRANTS

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

ADMINISTRATION REPORTS

1. LAW ENFORCEMENT REPORT
2. VILLAGE STAFF REPORTS

OLD BUSINESS

1. DISCUSSION AND POTENTIAL ACTION REGARDING ZOOM MEETING POLICY (ADMINISTRATOR JILL APPLEBEE)

NEW BUSINESS

1. RESOLUTION NUMBER 2-2022 APPROVING A LEASE AGREEMENT WITH TOPFLIGHT GRAIN (VILLAGE ATTORNEY GREG MOREDOCK)
2. RESOLUTION NUMBER 3-2022 APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH HICKORY POINT TOWNSHIP ROAD DISTRICT FOR SERVICES (VILLAGE ATTORNEY GREG MOREDOCK)
3. DISCUSSION AND POTENTIAL APPROVAL OF CHANGE ORDER #3 TO KINNEY CONTRACTORS FOR THE 2021 SIDEWALK IMPROVEMENTS PROJECT (VILLAGE ENGINEER KEVIN MYERS)

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

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

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSION

ADJOURNMENT

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 18, 2022
AT FORSYTH VILLAGE HALL**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Absent: Trustee Bob Gruenewald

Staff Present:

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

Others Present: Village employee Kevin McCullough, Stephanie Brown of Chastain & Associates

CONSENT AGENDA

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF DECEMBER 21, 2022
2. APPROVAL OF WARRANTS
3. APPROVAL OF TREASURER'S REPORT FOR THE MONTH OF DECEMBER 31, 2021

MOTION

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

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

Yeas: 4 – Wendt, Johnson, Young, London
Nays: 0 – None

Absent: 2 – Gruenewald, Shaw

Motion declared carried.

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

None.

ADMINISTRATION REPORTS

1. Law Enforcement Report
Deputy Helfer had little to report. He shared the new shift of deputies for the year. Trustee Wendt asked if they are using body cameras but Deputy Helfer said no not yet.
2. Village Staff Reports
Mayor Peck shared that Kids n Fitness is thrilled with the paint on the streets and the new street lights. Trustee Wendt asked if the lights at the tennis courts are done and Public Works Director said they will be finished shortly. Trustee London commented on the library stats that were reported illustrating many non-residents use the Village library.

OLD BUSINESS

1. DISCUSSION AND POTENTIAL ACTION REGARDING REMOTE ATTENDANCE POLICY (ADMINISTRATOR JILL APPLEBEE)

Administrator Applebee said her research revealed that Zoom is the most ideal option to consider for remote attendance. The cost is \$150, it provides a dial-in number and we can see what phone numbers are logged into the call. We would need a note at the bottom of our agendas sharing the link to our meetings and explain how it works. This option provides listening only with no visual.

General discussion was held with comments on who would control it during the meetings, potentially more phone calls would be generated to Trustees and staff, and the pros and cons of making this choice. Trustee Wendt felt the need to develop a broadcast policy and all agreed that Administrator Applebee would create one before implementing this option.

MOTION

Trustee Shaw made a Motion to approve the use of the Zoom option to broadcast Board meetings as presented and Trustee Johnson seconded the Motion.

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

Yeas: 3 – Johnson, Young, Shaw

Nays: 2 – Wendt, London

Absent: 1 – Gruenewald

Motion declared carried.

2. DISCUSSION AND POTENTIAL ACTION REGARDING PAYOFF OF IEPA LOAN
(VILLAGE TREASURER RHONDA STEWART)

Village Treasurer Stewart summarized the details of paying off the water IEPA loan. There are two (2) regular installments scheduled for February and August 2022. Discussion included the pros and cons of paying it off and all agreed that paying it off frees up funds for unknown future needs. All Trustees agreed to pay it off.

MOTION

Trustee Shaw made a Motion to pay the IEPA water loan off as presented and Trustee Young seconded the Motion.

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

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

Nays: 0 – None

Absent: 1 – Gruenewald

Motion declared carried.

3. DISCUSSION AND POTENTIAL ACTION REGARDING STRATEGIC PLAN
PROPOSAL (ADMINISTRATOR JILL APPLEBEE)

Administrator Applebee shared details from the proposals received from the Solvr Group and from The Center for Governmental Studies in regard to a strategic plan for the Village. The cost from The Solvr Group is \$16,235 and The Center for Governmental Studies cost is \$45,900. The last strategic plan was done in 2012 at a cost of \$60,865 from The Center for Governmental Studies.

Discussion was held on various points: the possibility to do it in house, the importance of doing a strategic plan, the pros and cons of a local group versus a group who is not familiar with our area, and that the two proposals are difficult to compare in their current form. Administrator Applebee and CEDC Smith will review both proposals and cull out items that are needed and those that are not, and then will ask both vendors to revise their

proposals to more closely align to the Village's needs.

No Motion was needed at this time.

NEW BUSINESS

1. PRESENTATION REGARDING 2021 VILLAGE FARMLAND PERFORMANCE (ADMINISTRATOR JILL APPLEBEE, FARM MANAGER ALEX RHODA)

Farm Manager Alex Rhoda made a presentation regarding the Village's 2021 farm performance. He shared that there will be a 2022 net distribution of \$36,000. He described the number of acres that will be planted in corn and beans in 2022 and that the same farmer will be used again. Mayor Peck asked what the deadline would be if the Village sold some of the land, and Rhoda replied 30 days-notice or before March 1 would be ideal. The Board thanked him for his presentation.

2. DISCUSSION AND POTENTIAL ACTION REGARDING FORSYTH UNITED METHODIST CHURCH AGREEMENT (COMMUNITY AND ECONOMIC DEVELOPMENT COORDINATOR JAKE SMITH)

CEDC Smith summarized the 2017 overflow parking agreement between the Forsyth United Methodist Church and the library at an annual cost of \$1,000. This agreement benefits the library and the community room usage as well. Staff recommended approval of another 5-year agreement at an annual cost of \$1,000 beginning in January 2022. A short discussion was held.

MOTION

Trustee Wendt made a Motion to approve the Forsyth United Methodist Church agreement as presented and Trustee Johnson seconded the Motion.

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

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

3. DISCUSSION AND POTENTIAL ACTION REGARDING THE APPROVAL OF TWO NEW HIRES (PUBLIC WORKS DIRECTOR DARIN FOWLER)

Public Works Director Fowler summarized the reasons for the need of hiring these two positions. These hires would eliminate himself and Building Inspector Summers from

doing manual labor and enable their time to be used in a smarter fashion. A short discussion was held with general questions and the Board agreed to approve the new hires.

No Motion was needed per Village Attorney Moredock.

4. DISCUSSION AND POTENTIAL ACTION REGARDING THE PURCHASE OF TWO (2) NEW ZERO-TURN MOWERS (PUBLIC WORKS DIRECTOR DARIN FOWLER)

Public Works Director Fowler summarized the need to purchase two (2) new zero-turn mowers. He plans to trade in two (2) Ex-Mark mowers to help with the purchase. He recommended the purchase of a new 72" and 60" John Deere Zero-Turn mowers at a total cost of \$14,379.37. \$30,000 has been budgeted. A short discussion followed and the Board agreed to approve the request.

MOTION

Trustee Johnson made a Motion to approve the purchase of two (2) new zero-turn mowers as presented and Trustee Wendt seconded the Motion.

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

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

5. DISCUSSION AND POTENTIAL ACTION REGARDING THE PURCHASE OF NEW 40 HP TRACTOR (PUBLIC WORKS DIRECTOR DARIN FOWLER)

Public Works Director Fowler summarized the need to purchase a new 40 HP tractor. He recommended purchasing the Farmall 55c from Jenner Ag for \$25,250. \$25,000 has been budgeted. A short discussion was held.

MOTION

Trustee Wendt made a Motion to approve the purchase of a new 40 HP tractor as presented and Trustee Young seconded the Motion.

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

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

6. DISCUSSION AND POTENTIAL ACTION REGARDING REPAIR OF BUCKET

TRUCK (PUBLIC WORKS DIRECTOR DARIN FOWLER)

Public Works Director Fowler summarized the need to repair the bucket truck. These repairs are unanticipated and not budgeted. The estimated cost is \$10,000. The cost of a new one is around \$140,000 and a used one is around \$80,000. The truck is not used daily but is often used. It could likely last another 3-5 more years if it is repaired. A short discussion followed.

MOTION

Trustee Johnson made a Motion to approve the repair of the bucket truck as presented and Trustee Shaw seconded the Motion.

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

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

7. DISCUSSION AND POTENTIAL ACTION REGARDING THE PURCHASE OF NEW TRAILER (PUBLIC WORKS DIRECTOR DARIN FOWLER)

Public Works Director Fowler summarized the need to purchase a new trailer for park and ballfield use. He recommended purchasing the 2022 Cargo Enclosed from Browns Truck Accessories for \$5,150. \$5,000 has been budgeted. A short discussion was held.

MOTION

Trustee Wendt made a Motion to approve the purchase of a new trailer as presented and Trustee Young seconded the Motion.

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

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

8. DISCUSSION AND POTENTIAL ACTION REGARDING CHASTAIN CONTRACT FOR 2022 ASPHALT REHABILITATION PROJECT DESIGN SERVICES (VILLAGE ENGINEER KEVIN MYERS)

Stephanie Brown of Chastain & Associates summarized the contract details and noted that portions of Marion Street, Akers Drive and Home Avenue are slated for asphalt rehabilitation this summer. A short general discussion was held.

MOTION

Trustee Wendt made a Motion to approve the Chastain & Associates contract for 2022 asphalt rehabilitation project design services as presented and Trustee Shaw seconded the Motion.

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

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

MOTION

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

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

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

Motion declared carried.

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

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

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

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

5 ILCS 120/2(c)(21): Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

The Board returned to Open Meeting at 8:40 p.m.

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSION

1. RESOLUTION NUMBER 1-2022 APPROVING AN AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH VILLAGE ADMINISTRATOR JILL APPLEBEE

Trustee London introduced the need to approve the Resolution approving an amendment to the employment agreement with Administrator Applebee.

MOTION

Trustee London made a Motion to approve Resolution Number 1-2022 as presented and Trustee Wendt seconded the Motion.

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

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

Motion declared carried.

ADJOURNMENT

Trustee Wendt made the Motion to adjourn and Trustee Young seconded the Motion. All Board members agreed by voice vote, and the meeting was adjourned at 8:40 P.M.

By: *Cheryl Marty*
Village Clerk

CONSENT AGENDA

ITEM 2

DATE: 12/31/21

PAGE 1

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 AMAZON.COM			386.18	
123121-1	01-53-651	OFFICE SUPPLIES		181.63
123121-1	01-53-912	LIBRARY ACCESSORIES		45.47
123121-1	01-53-913	PROGRAM SUPPLIES		159.08
01 AMEREN ILLINOIS			11251.38	
123121-1	01-11-571	VHALL ELECTRIC UTILITIES		333.96
123121-1	01-41-571	MAINT/PW/SALT BLDGS		418.44
123121-1	01-41-572	SIRENS/SIGNS/STREET LIGHTS		4785.74
123121-1	01-41-579	TRAFFIC SIGNALS		320.46
123121-1	01-52-571	BBF/PAV/TRAIL LIGHTS		1678.58
123121-1	01-53-571	LIBRARY BLDG		808.25
123121-1	51-00-571	TOWERS/PLANTS/WELLS		2204.67
123121-1	52-00-571	SEWER LIFT STATIONS		701.28
01 BAKER & TAYLOR, INC			979.37	
123121-1	01-53-671	BOOKS		979.37
01 CORN BELT ENERGY CORPORATION			1310.45	
123121-1	51-00-571	WELL 6 UTILITIES		1310.45
01 CONSTELLATION NEWENERGY			2343.96	
123121-1	01-11-571	VHALL GAS UTILITIES		269.93
123121-1	01-41-571	MAINT/PW GAS UTILITIES		526.79
123121-1	01-53-571	LIBRARY GAS UTILITIES		785.39
123121-1	51-00-571	WELL/PLANTS GAS UTILITIES		761.85
01 CENGAGE LEARNING INC/GALE			30.39	
76187584	01-53-671	BOOKS		30.39
01 MAROA-FORSYTH CUSD # 2			41225.47	
123121-1	18-00-999-7	'21 TIF SCHOOL AGREEMENT		41225.47
01 MACON COUNTY SHERIFF/			112963.57	
123121-1	01-11-535	4TH QTR 2021 INSTALLMENT		112963.57
01 SORLING, NORTHROP, HANNA, CULL			3918.75	
204674	01-11-533	LEGAL SERVICE THROUGH 12/31/2021		3918.75
** TOTAL CHECKS TO BE ISSUED			174409.52	

SYS DATE:01/27/22

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 946

SYS TIME:10:16
[NW1]

DATE: 12/31/21

Friday December 31,2021

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
GENERAL FUND			128205.80	
TIF DISTRICT FUND			41225.47	
WATER OPERATIONS			4276.97	
SEWER OPERATIONS			701.28	
*** GRAND TOTAL ***			174409.52	
TOTAL FOR REGULAR CHECKS:			174,409.52	

SYS DATE:01/20/22

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 945
Friday January 21,2022

SYS TIME:16:05
[NW1]

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DATE: 01/21/22

PAGE 1

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
01 COMCAST CABLE			21.26	
012122	01-11-552	VHALL PHONE SERVICE INCREASE		18.20
012122	01-53-552	LIBRARY PHONE SERVICE INCREASE		3.06
01 ILLINOIS ENVIRONMENTAL PROTECT			1384745.72	
012122-31F	51-00-997	WTR PLANT IEPA PAY OFF		1384745.72
** TOTAL CHECKS TO BE ISSUED			1384766.98	

SYS DATE:01/20/22

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 945

SYS TIME:16:05
[NW1]

DATE: 01/21/22

Friday January 21,2022

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
GENERAL FUND			21.26	
WATER OPERATIONS			1384745.72	
*** GRAND TOTAL ***			1384766.98	
TOTAL FOR REGULAR CHECKS:			1,384,766.98	

DATE: 02/01/22

Tuesday February 01,2022

PAGE 1

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 DEBRA PATTERSON 012822	01-11-929-1	COMM CNTR REFUND 2/12/22	75.00	75.00
01 AIR KING HEATING & AIR 1074248	01-52-511	BLDG MAINTENANCE FURNANCE REPAIRS	565.00	565.00
01 ALTORFER, INC 00C368915	01-41-612	EQUIP MAINTENANCE SUPPLIES	92.57	92.57
01 BLACKSTONE AUDIO, INC 2018243	01-53-681	AUDIO VISUAL	122.84	80.90
2018626	01-53-681	AUDIO VISUAL		41.94
01 HEALTH CARE SERVICE CORPORATIO 012822	01-11-451	HEALTH INSURANCE FEB '21	15067.74	680.20
012822	01-11-451	HEALTH INSURANCE FEB '21		1190.35
012822	01-11-451	HEALTH INSURANCE FEB '21		680.20
012822	01-11-451	HEALTH INSURANCE FEB '21		680.20
012822	01-52-451	HEALTH INSURANCE FEB '21		1190.35
012822	01-52-451	HEALTH INSURANCE FEB '21		1473.44
012822	01-41-451	HEALTH INSURANCE FEB '21		1113.83
012822	01-41-451	HEALTH INSURANCE FEB '21		1574.67
012822	01-41-451	HEALTH INSURANCE FEB '21		899.81
012822	01-53-451	HEALTH INSURANCE FEB '21		1190.35
012822	01-53-451	HEALTH INSURANCE FEB '21		899.81
012822	01-53-451	HEALTH INSURANCE FEB '21		680.20
012822	51-00-451	HEALTH INSURANCE FEB '21		1623.98
012822	52-00-451	HEALTH INSURANCE FEB '21		1190.35
01 BOB & RON'S REPAIR SERVICE, IN 53786	01-41-512	EQUIP MAINTENANCE SERVICE	354.98	354.98
01 BENEFIT PLANNING CONSULTANTS, 012822	01-11-549	HRA/COBRA SERVICES FEB '22	95.56	95.56
01 BROWN'S TRUCK ACCESSORIES INC 012822	30-00-862-7	'22 CARGO TRAILER	6749.00	5150.00
012822-01	01-41-513	VEHICLE MAINTENANCE SERVICE		1599.00
01 BURDICK PLUMBING & HEATING CO, 1624	51-00-512	EQUIP MAINTENANCE SERVICE	1179.25	287.25
1641	01-41-518	SIDEWALK MAINTENANCE		892.00
01 DECATUR COMPUTERS INC DCI44837	01-11-537	IT SERVICE PRINTING ISSUES	67.50	67.50
01 DELTA DENTAL OF ILLINOIS-RISK 012822	01-11-451	DENTAL INSURANCE FEB '22	327.73	25.21
012822	01-11-451	DENTAL INSURANCE FEB '22		25.21
012822	01-11-451	DENTAL INSURANCE FEB '22		25.21
012822	01-11-451	DENTAL INSURANCE FEB '22		25.21
012822	01-52-451	DENTAL INSURANCE FEB '22		25.21
012822	01-52-451	DENTAL INSURANCE FEB '22		25.21
012822	01-53-451	DENTAL INSURANCE FEB '22		25.21
012822	01-53-451	DENTAL INSURANCE FEB '22		25.21
012822	01-53-451	DENTAL INSURANCE FEB '22		25.21

DATE: 02/01/22

Tuesday February 01,2022

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
012822	01-41-451	DENTAL INSURANCE FEB '22		25.21
012822	01-41-451	DENTAL INSURANCE FEB '22		25.21
012822	01-41-451	DENTAL INSURANCE FEB '22		25.21
012822	52-00-451	DENTAL INSURANCE FEB '22		25.21
01 DUNKER ELECT SUPPLY INC 91115-1	01-41-611	BLDG MAINTENANCE SUPPLIES	114.00	114.00
01 MACON COUNTY 012822	01-11-549	ANNUAL EVERBRIGE 2022 FEES	1840.51	1840.51
01 CENGAGE LEARNING INC/GALE 76447054	01-53-671	BOOKS	222.42	14.24
76651775	01-53-671	BOOKS		50.23
76652590	01-53-671	BOOKS		41.98
76695288	01-53-671	BOOKS		24.80
76697044	01-53-671	BOOKS		91.17
01 ILLINOIS METER INC. 3033954-00	51-00-652	OPERATING SUPPLIES	640.00	640.00
01 JULIE, INC. 2022-0612	51-00-549	2022 WATER LOCATES	499.02	499.02
01 LINCOLN FINANCIAL GROUP 012822	01-11-451	LIFE/ADD/STD INSURANCE FEB '22	214.89	16.53
012822	01-11-451	LIFE/ADD/STD INSURANCE FEB '22		16.53
012822	01-11-451	LIFE/ADD/STD INSURANCE FEB '22		16.53
012822	01-11-451	LIFE/ADD/STD INSURANCE FEB '22		16.53
012822	01-52-451	LIFE/ADD/STD INSURANCE FEB '22		16.53
012822	01-52-451	LIFE/ADD/STD INSURANCE FEB '22		16.53
012822	01-41-451	LIFE/ADD/STD INSURANCE FEB '22		16.53
012822	01-41-451	LIFE/ADD/STD INSURANCE FEB '22		16.53
012822	01-41-451	LIFE/ADD/STD INSURANCE FEB '22		16.53
012822	01-53-451	LIFE/ADD/STD INSURANCE FEB '22		16.53
012822	01-53-451	LIFE/ADD/STD INSURANCE FEB '22		16.53
012822	51-00-451	LIFE/ADD/STD INSURANCE FEB '22		16.53
012822	52-00-451	LIFE/ADD/STD INSURANCE FEB '22		16.53
01 MACON COUNTY TREASURER 22-33	01-11-535	TIRES/GEAR ASSY/ALIGNMENT/'16 MC36	1891.73	1891.73
01 MENARDS 012822	01-41-652	OPERATING SUPPLIES	241.99	58.92
012822	01-52-612	EQUIP MAINTENANCE SUPPLIES		2.87
012822	51-00-612	EQUIP MAINTENANCE SUPPLIES		110.16
012822	01-41-611	BLDG MAINTENANCE SUPPLIES		28.34
012822	01-41-654	JANITORIAL SUPPLIES		20.54
012822	01-11-654	JANITORIAL SUPPLIES		21.16
01 FORSYTH UNITED METHODIST CHURCH 012822	01-52-929	FOR 2022 PARKING LOT AGREEMENT	1000.00	1000.00
01 MISSISSIPPI LIME COMPANY 1590412	51-00-656	LIQ CALCIUM HYDROXIDE	4018.61	4018.61
01 COMPASS MINERALS AMERICA 924389	01-41-616	RD SALT	4475.21	4475.21

DATE: 02/01/22

Tuesday February 01,2022

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 NAPA AUTO PARTS 002421	51-00-653	SMALL TOOLS SOCKETS	16.29	16.29
01 RANDY'S EXPER-CLEAN 9252	01-52-511	COMM CNTR CARPET CLEANING 1/6/22	275.00	275.00
01 RENTA MOORE JONES 012822	01-11-929-1	COMM CNTR REFUND	75.00	75.00
01 REXX DISCOUNT BATTERY, INC. 222012031	51-00-611	BLDG MAINTENANCE SUPPLIES	191.45	143.55
222012032	01-41-611	BLDG MAINTENANCE SUPPLIES		47.90
01 SAM'S CLUB/GECF 012822	01-41-651	OFFICE SUPPLIES	39.64	39.64
01 AT & T 012822	52-00-552	3-SEWER LIFT STATION ALARMS	266.54	266.54
01 SCHULTE SUPPLY S1181151.001	51-00-652	OPERATING SUPPLIES MARKING FLAGS	239.00	239.00
01 NICHOLS PAPER & SUPPLY CO 7278039-00	01-41-616	ICE MELT	2272.45	1715.00
7278080-00	01-52-652	OPERATING SUPPLIES		557.45
01 STAPLES CREDIT PLAN 012822	51-00-651-1	EQUIP STANDS FOR MONITORS	599.91	69.98
012822	01-11-651	OFFICE SUPPLIES		3.36
012822	01-41-651-1	LAPTOP COMPUTER		441.96
012822	01-53-651	OFFICE SUPPLIES		84.61
01 TIM PATTON 012822	51-00-929	W/S CLOSED ACCT CRDT REFUND	13.90	13.90
01 UTILITY SUPPLY OF AMERICA, INC 838586	51-00-652	OPERATING SUPPLIES	772.60	772.60
01 US POSTAL SERVICE (CAPS) 012822	51-00-549-1	W/S BILLING POSTAGE 02/01/22	608.92	304.46
012822	52-00-549-1	W/S BILLING POSTAGE 02/01/22		304.46
01 VALUE LINE PUBLISHING INC 14391491	01-53-672	SUBSCRIPTION RENEWAL	1142.00	1142.00
01 VILL OF FORSYTH 012822	01-11-571	WATER UTILITIES	150.00	150.00
01 VISION SERVICE PLAN 012822	01-11-451	VISION INSURANCE FEB '22	146.34	9.66
012822	01-11-451	VISION INSURANCE FEB '22		9.66
012822	01-11-451	VISION INSURANCE FEB '22		9.66
012822	01-11-451	VISION INSURANCE FEB '22		9.66
012822	01-52-451	VISION INSURANCE FEB '22		9.66
012822	01-52-451	VISION INSURANCE FEB '22		9.66
012822	01-53-451	VISION INSURANCE FEB '22		9.66
012822	01-53-451	VISION INSURANCE FEB '22		9.66
012822	01-53-451	VISION INSURANCE FEB '22		20.76
012822	01-41-451	VISION INSURANCE FEB '22		9.66
012822	01-41-451	VISION INSURANCE FEB '22		9.66

SYS DATE:01/27/22

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 947SYS TIME:10:34
[NW1]

DATE: 02/01/22

Tuesday February 01,2022

PAGE 4

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
012822	01-41-451	VISION INSURANCE FEB '22		9.66
012822	51-00-451	VISION INSURANCE FEB '22		9.66
012822	52-00-451	VISION INSURANCE FEB '22		9.66
01 WAL-MART			26.77	
012822	01-53-912	LIBRARY ACCESSORIES		6.93
012822	01-53-913	PROGRAM SUPPLIES		19.84
01 WATER SOLUTIONS UNLIMITED, INC			1479.73	
100388	51-00-656	CHEMICALS FLUOROSILICIC		526.73
100531	51-00-656	CHEMICALS CHLORINE		953.00
01 WASTE MANAGEMENT SERVICES INC			533.50	
0014746-2754-2	01-41-578	TRASH SERVICE		231.00
0030581-2477-1	01-52-578	TRASH SERVICE		181.50
0030581-2477-1	01-53-578	TRASH SERVICE		121.00
** TOTAL CHECKS TO BE ISSUED			48704.59	

SYS DATE:01/27/22

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 947

SYS TIME:10:34
[NW1]

DATE: 02/01/22

Tuesday February 01,2022

PAGE 5

Page 20 of 50

FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
GENERAL FUND			31497.12	
CAPITAL PROJECT FUND			5150.00	
WATER OPERATIONS			10244.72	
SEWER OPERATIONS			1812.75	
*** GRAND TOTAL ***			48704.59	
TOTAL FOR REGULAR CHECKS:			48,704.59	

ADMINISTRATION REPORTS

02/01/2022

Economic Development

- Staff continues site plan review for 1340 Hickory Point Drive. At this point, architectural review has been completed for the site at 1340 and minor site comments remain. Staff has also begun the initial site and architectural review of the apartment quad at 224 Barnett Ave.
- I am continuing to work with the group looking to locate a restaurant at the O'Charley's building at 927 US-51. Once more details are available on the future use of the building, I will be sure to include an update in my report.
- Staff has continued working with Play it Again Sports as they prepare for their move into the Village this month.
- Staff has continued working with Ziggi's Coffee as they look to locate in Forsyth. No substantial updates from my last report.
- The Village hosted job fair will be held on Tuesday, February 15, 2022 at the Hickory Point Mall, and is getting a good amount of traction so far! There will be no cost for participating businesses or individuals seeking jobs. A letter inviting the community has been prepared and is available on the website in the banner and has been distributed throughout Forsyth to as many businesses as we can reach.

Community Development

- The Cocoday grand opening ceremony with the chamber will take place on Thursday, February 17, 2022 from 4:30 – 5:00. We hope to see you there to welcome them into their new location in our Village.

Respectfully submitted,

Jake Smith

Community and Economic Development Coordinator/

Assistant to the Village Administrator

ENGINEER'S REPORT

Forsyth; February 1, 2022 Board Meeting

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

Project 6928 – Bike Path to Grade School

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

Project 7542 – 2020 Street Maintenance

No new update, the 2021 Sidewalk Improvements will be completed in the spring once weather clears up for final seeding. The City of Decatur has decided to join in on the microsurfacing/cape sealing work this year. The city will be the lead agency and has requested the cape sealing information by the end of January so they can proceed with the bidding process.

Project 7778 – The Greenbrier Rehabilitation

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

Project 7982 – Forsyth Park LWCF Grant Compliance

Design of the LWCF grant compliance phase continues. We are close to wrapping up the layout of the pond and outfall to the creek. Once complete, we will shift our focus to a set of construction plans for the path and pond.

Project 8000 – Well No. 7 Design

No new update, we continue to work on our responses to the IEPA on the construction permit.



Library Director's Report

February 1, 2022

- The Library had considered temporarily reducing its hours of operation due to a staff shortage. Thankfully, we have been able to remain fully open, and the situation is improving. A big thank you to the Village Administrator, Village Staff, and the Village Board for all of your help and support!
- The 4-H Afterschool Steam Club continues to meet at the Library, with good attendance. Students have learned about electricity and wind over the first three weeks of this session.
- The Youth Services Assistant position at the Library is officially open, with a deadline of February 18, 2022 to apply. An ad is being placed in the Herald & Review, as well as on a number of online job boards. Applicants must provide a resume, cover letter, and three professional references to be considered for an interview.
- Summer Reading Program planning continues, and we look forward to putting on a great program this year!
- We hosted a Library Field Trip for the Maroa-Forsyth Preschool on Wednesday, January 26. A total of 39 kids and 40 adults attended and took part in games, crafts and story time. Youth Services Librarian, Marissa White, did a great job hosting this program.
- I am meeting with a prospective Library Commission member to fill the open vacancy on Thursday, January 27, and I am hopeful that I will be able to put forward a name for consideration before the February 15 Board Meeting.
- With the annual Per Capita Grant already submitted, I will now be working to submit the annual Library Certification and the Interlibrary Loan Traffic Survey, as well as the Illinois Public Library Annual Report (IPLAR), which is due at the end of February.
- Other ongoing projects of note at the Library continue to include: Evaluating local history materials to be considered for digitization, preservation, and increased access; Emergency planning; Creation of lesson plans for Library instruction; Evaluation of job titles and job descriptions; Collection development processes; and audits of all Library operations to improve service, programming, data and assessment, and future budget considerations.

Steven Ward
January 26, 2022

Public Works Report 1-26-22

Parks:

Tennis Parking Lot lighting complete. (JGreen notified to move lights more toward parking lot, less at Christopher homes). Tennis Court lighting still in progress, waiting on better ground to bring truck on grassy area, north side of new court... to install back lights.

Ball field parking lot lighting still in progress, awaiting poles.

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

Dead trees cut down. Burned tree piles.

Painting picnic tables.

On our Park to do list is:

Continue with dead tree removal. Winter month work.

Backfill dirt around new concrete at Tennis Courts.

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

Village:

We continued to maintain Village Hall, the Library, and other property / easements throughout the Village.

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

Dead bushes along 51 removed (around N Bound Forsyth sign).

Street Sweeper out to clean up debris / trash.

We worked any concerns residents had.

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

Completed MF Schools request to trim low hanging limbs that come in contact with their buses.

On our Village to do list is:

Continue with Pot hole filling around the Mall, Circle K, Greenbriar, and Marion.

Water Treatment Plant / Sewer:

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

Completed required monthly / annual reports.

Sampling for the 2022 semi-annual lead / copper rule sampling from 40 different sites. (28 collected)

Started new Distribution sample program.

Our crew repaired GreenBriar lift station pump #2 fail.

On our Water / Sewer to do list is:

Complete monthly IEPA sampling and other required sampling.

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

Lift Station generator ATS work, parts ordered.

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

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

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

Thanks, Darin

OLD BUSINESS

ITEM 1

NEW BUSINESS

ITEM 1

RESOLUTION NUMBER 2-2022

A RESOLUTION APPROVING A LEASE AGREEMENT WITH TOPFLIGHT GRAIN

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, Topflight Grain is the owner of certain property located in or about the Village; and,

WHEREAS, Topflight Grain and the Village have previously entered into a Lease Agreement dated June 17, 1981 and September 29, 1986, wherein the Village leased a portion of real estate from Topflight Grain for the purpose of operating and maintain municipal water wells (commonly known as “well 4 and well 5”); and,

WHEREAS, Topflight Grain and the Village wish to renew the lease upon the terms and conditions of the Lease 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 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, 2022, at Forsyth, Macon County, Illinois.

	YES	NO	ABSENT	PRESENT
GRUENEWALD				
JOHNSON				
LONDON				
SHAW				
WENDT				
YOUNG				
PECK				
TOTAL				

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

EXHIBIT A
Lease Agreement

LEASE AGREEMENT

This Lease Agreement made and entered into this ____ day of _____, 2022, by and between Topflight Grain, hereinafter referred to as "LESSOR", and the Village of Forsyth, Illinois, hereinafter referred to as "LESSEE," provides:

RECITALS

WHEREAS, LESSOR is the owner of certain property located within the Village which is further described in Exhibit "A."

WHEREAS, LESSOR and LESSEE have previously entered into a Lease Agreement dated June 17, 1981, and September 29, 1986, wherein LESSEE leased a portion of the above-described real estate from LESSOR for the purpose of operating and maintain a municipal water well; a copy of which is attached as Exhibit "B."

WHEREAS, LESSEE desires to drill, operate, and maintain municipal water wells known as "well 4" and "well 5" on the above-described real estate.

TERMS & CONDITIONS

Section 1. Premises. LESSOR hereby leases to LESSEE certain property located within the Village of Forsyth, Illinois, which property is identified on Exhibit A and commonly known as "well 4" and "well 5" attached hereto and incorporated herein, and hereinafter referred to as the "Premises."

Section 2. Term. This Lease shall commence on _____, 2022 and shall continue for a period of five (5) years thereafter ("basic term"). LESSEE may extend the term of this lease for a period of five (5) years ("extended term"). The lease shall automatically extend for such extended term unless LESSEE notifies LESSOR of its

intention to terminate this Lease at least thirty (30) days prior to the expiration of the basic term.

Section 3. Lease Payment Basic Term. LESSEE shall pay the LESSOR TWO THOUSAND DOLLARS per well, per year for a sum of FOUR THOUSAND DOLLARS (\$4,000.00) per year for five (5) years payable upon the signing of the Lease Agreement.

Section 4. Lease Payment Extended Term. LESSEE shall pay the LESSOR TWO THOUSAND DOLLARS (\$2,000.00) per well, per year for a sum of FOUR THOUSAND DOLLARS (\$4,000.00) per year during any extended term of this Lease Agreement with payment to be made on the commencement date of any such extended term. An extended term lease payment shall be made for each well which has not been abandoned by the LESSEE. Abandonment is defined as the complete removal of all of LESSEE'S equipment from the well site. LESSEE'S equipment, for purposes of this Lease Agreement, is defined as the following: buildings, motors, pumps, pipelines, underground electrical lines, underground water lines and any other equipment related to the operation of a water well. LESSEE'S abandonment of both well sites shall constitute a termination of this lease.

Section 5. Rights and Duties of LESSEE.

(1) The premises shall be equipped by LESSEE with the necessary electrical wiring, motors, pumps, pipelines and other appurtenances necessary or described to operate and maintain each well.

(2) All of the equipment related to the premises previously installed will remain the exclusive property of the LESSEE.

(3) LESSEE shall have the exclusive right and easement to operate, maintain, repair, renew, and withdraw water from well 4 and well 5 during the term of this Lease.

(4) LESSEE is granted the right to construct underground water lines and electrical lines in the area designated well sites and "ingress-egress easement" on the attached plat and is also granted an easement of ingress and egress on said area during the term of this Lease.

(5) At the termination of this Lease Agreement LESSEE shall, at its expense:

(a) Remove all of LESSEE'S equipment from the lease premises;
and

(b) Return the leased premises to the condition that it was in prior to being leased to Lessee; and,

(c) Plug each water well situated on the leased premises in accordance with all statues, laws, and administrative regulations of any governmental unit with jurisdiction over the plugging of such a well.

All of the above work shall be completed prior to the actual termination of the Lease Agreement.

Section 6. Indemnification and Insurance.

(1) LESSEE hereby indemnifies and shall protect and hold LESSOR harmless from and against all liabilities, losses, claims, demands, costs, expense including reasonable attorney fees for the defense thereof, and judgments of any nature arising from any injury to, or the death of any person or damage to property which arises from LESSEE'S use of the premises during the term of this Lease.

(2) LESSEE will maintain during the term of this Lease comprehensive general liability insurance against claims from bodily injury, death or property damage arising out of LESSEE'S use of the premises, in a combined signal limit amount of not less than \$500,000.00. The policy of insurance shall name as the insured parties, LESSOR and LESSEE, as their respective interests may appear, and may be carried under blanket policies maintained by LESSEE. LESSEE shall provide LESSOR copies of policies with certificates of insurance showing the required coverage.

Section 7. Maintenance of Service Area.

(1) LESSEE shall be obligated to maintain the surface area of those areas designated on the attached plat as well sites or ingress-egress easement. The remaining portion of the above-described real estate shall be maintained by LESSOR.

(2) LESSOR shall not place any materials or conduct any activities on the above-described real estate which shall in any way affect the quality of well water withdrawn from the premises.

Section 8. 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 9. Remedies & Default. In the event that either party to this Lease 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 and/or seek any additional remedies as may be allowed by law.

Section 10. Entire Agreement. This Lease Agreement, including any attachments or exhibits incorporated by reference, constitutes the entire agreement between the parties and supersedes any oral or written representations 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.

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

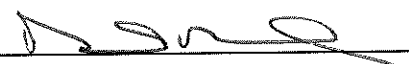
LESSEE:

Village of Forsyth

LESSOR:

Topflight Grain

BY: _____
Mayor, Village of Forsyth

BY:  _____

ATTEST:

Village Clerk

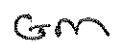
 _____

Exhibit A

Part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section Two (2), Township Seventeen (17) North, Range Two (2) East of the 3rd P.M., and further described as follows: Beginning at the point 148 feet West of the West rail of the main tract of the Illinois Central Railroad and intersecting the South line of the right of way of the public highway known as Wise Road, thence South fifty (50) feet, along the Illinois Traction System right of way; thence West thirty (30) feet, thence North fifty (50) feet, thence East thirty (30) feet to the place of beginning, situated in Macon County, Illinois,

NEW BUSINESS

ITEM 2

RESOLUTION NUMBER 3-2022

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH HICKORY POINT TOWNSHIP ROAD DISTRICT FOR SERVICES

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, Hickory Point Township Road District is a unit of local government that maintains roads within Hickory Point Township; 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, Forsyth and the Road District desire to enter into an agreement for the provision of roadway maintenance and other public works services by the Road District to Forsyth; and,

WHEREAS, the parties have memorialized the terms of their agreement in the Intergovernmental Agreement attached hereto as **Exhibit A**; and,

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

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

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

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

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

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

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

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

	YES	NO	ABSENT	PRESENT
GRUENEWALD				
JOHNSON				
LONDON				
SHAW				
WENDT				
YOUNG				
PECK				
TOTAL				

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

EXHIBIT A
Intergovernmental Agreement With Hickory Point Township Road District

NEW BUSINESS

ITEM 3



MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Matthew B. Foster, PE, PLS
Date: January 25, 2022
cc: Jill Applebee, Village Administrator
Re: **2021 Sidewalk Improvements Change Order #3**

Honorable Mayor and Trustees,

Presented for consideration is contract change order #3 for the 2021 Sidewalk Improvements project. This change order to Kinney Contractors Inc. covers an adjustment to the contract for repairs to inlets required in advance of paving operations. Net change to the contract price by this change order is a deduction of \$10,366.25.

Chastain & Associates LLC recommends approval of Change Order #3 to the 2021 Sidewalk Improvements project. Thank you for the opportunity to serve the Village in this matter. Should you have any questions in advance of the Board meeting, please feel free to contact us at your convenience.

A handwritten signature in blue ink that reads "Matthew B. Foster".

CHANGE ORDEROrder No.: 3Date: 1/14/2022Agreement Date: 9/14/2021NAME OF PROJECT: 2021 SIDEWALK IMPROVEMENTSOWNER: VILLAGE OF FORSYTH, ILLINOISCONTRACTOR: KINNEY CONTRACTORS INC.The following changes are hereby made to the **CONTRACT DOCUMENTS**:**JUSTIFICATION:** See attached pages for cost breakdown by quantity and justifications.

ITEM AND QUANTITY	ADDITION	DEDUCTION
Extra Work Bill for 10/20/21 to 11/2/2021	\$5,533.75	-
Final as-built quantities (see attached)	-	(\$15,900.00)
Totals =	\$5,533.75	(\$15,900.00)
Total Contract Change =	(\$10,366.25)	

CHANGE TO CONTRACT PRICE:Original **CONTRACT PRICE**: \$250,477.00Current **CONTRACT PRICE** adjusted by previous **CHANGE ORDER**: \$241,905.52The **CONTRACT PRICE** due to this **CHANGE ORDER** will be decreased by: -\$10,366.25The new **CONTRACT PRICE** including this **CHANGE ORDER** will be: \$231,539.27**CHANGE TO CONTRACT TIME:**No change to the **CONTRACT TIME** is necessary.**GERMAINESS DETERMINATION:**

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

APPROVALS REQUIRED:Recommended by: Chastain & Associates LLCBy: Matthew B. FittApproved by Owner: Village of Forsyth, Illinois

By: _____

Approved by Contractor: Kinney Contractors Inc.By: William L Kinney

2021 SIDEWALK IMPROVEMENTS; VILLAGE OF FORSYTH, IL
Change Order #3
Date: January 14, 2022

CONTRACT UNIT PRICE ITEMS:

25 Deduction from contract in accordance with Contract Special Provision SP-24

19342 E. Frontage Road
Raymond, IL 62560
Tel: 217-229-3322
Fax: 217-229-3609



4765 Industrial Dr.
Springfield, IL 62703
Tel: 217-679-0818
Fax: 217-679-2679

December 9, 2021

Village of Forsyth
301 US 51
Forsyth, IL 62535

RE: Extra Work—Inlet/Drainage Repairs

Contract: 2021 Sidewalk Improvements
County: Macon
Section: Village of Forsyth
Route: Various

Dear Sirs:

Kinney Contractors, Inc. is submitting an Extra Work Bill for contract 2021 Sidewalk Improvements for the following: Inlet / Drainage repairs.

10/20/21—11/2/21	Extra Work	\$ 5,533.75
------------------	------------	-------------

Total Extra Work: \$ 5,533.75

If you have any further questions, please call me at 217-229-3322 or my cell 217-825-4116 and I will be happy to assist.

Sincerely,

William L. Kinney, President
KINNEY CONTRACTORS, INC.

A handwritten signature in cursive script, appearing to read "Nancy Davenport".

Nancy Davenport
Contract Administrator

KINNEY CONTRACTORS INC.
15342 E. FRONTAGE RD.
RAYMOND, IL 62560
Phone: 217-229-3322

Prepared by:
Date:

Shear: 1
Section: Forsyth
County: Macon
Contract No.: 2021 Sidewalk Improvements

Authorization:

Description and location of work: Inlet / Drainage repairs

Name	Craft	10/20/2021 ST	OT	10/21/2021 ST	OT	10/22/2021 ST	OT	11/1/2021 S.T.	O.T.	11/2/2021 S.T.	O.T.	ST Time	OT Overtime	ST Rate	OT Rate	Insurance Rate	Payroll Amount	Earnings to Date	Payroll Amount Eligible for FUTA SUTA
Shanna Campbell	Laborer	3.5										10.50	0.00	31.00	46.50	\$525.50	\$525.50	\$15,000.00	\$0.00
Malvin Abrams	Laborer	3.5		7.5		6.00						17.00	0.00	31.00	46.50	\$527.00	\$527.00	\$15,000.00	\$0.00
Rob Bounds	Foreman	1.5				6.00		1.50				3.00	0.00	42.54	53.81	\$127.52	\$127.52	\$15,000.00	\$0.00
Ron Kolster	Operator	0.5										0.50	0.00	47.14	70.71	\$23.57	\$23.57	\$15,000.00	\$0.00
Jess Gilpin	Operator			1								1.00	0.00	47.14	70.71	\$47.14	\$47.14	\$15,000.00	\$0.00
Carson Hubner	Laborer			1								1.00	0.00	22.50	33.75	\$22.50	\$22.50	\$4,438.14	\$22.50
Curtis Blazer	Laborer			7.5								7.50	0.00	31.00	46.50	\$232.50	\$232.50	\$922.50	\$232.50
Dave Shirley	Operator							2.50				2.50	0.00	47.14	70.71	\$117.85	\$117.85	\$15,000.00	\$0.00
Jim Bilbruck	Laborer							2.50				2.50	0.00	30.00	45.00	\$75.00	\$75.00	\$15,000.00	\$0.00
Steve Pigg	Foreman							2.50				2.50	0.00	54.25	81.38	\$135.53	\$135.53	\$15,000.00	\$0.00
TOTALS:		9.00	0.00	16.00	0.00	12.00	0.00	7.50	0.00	1.50	0.00	48.00	0.00			1634.31	1634.31		255.00
Operators Fringe Benefits 520			0.50 hours at	\$23.65													\$14.83		\$0.00
Operators Fringe Benefits 566			3.50 hours at	\$26.75													\$93.83		\$0.00
Operators Fringe Benefits 649			0.00 hours at	\$18.65													\$0.00		\$0.00
Finishers Fringe Benefits			0.00 hours at	\$21.09													\$0.00		\$0.00
Laborers Fringe Benefits			38.50 hours at	\$30.26													\$1,165.01		\$0.00
Teamster Fringe Benefit Funds			3.00 hours at	\$21.61													\$64.83		\$0.00
Foreman Fringe Benefits			2.50 hours at	\$8.66													\$21.65		\$0.00
Total Labor:																	\$2,994.25		
Workmans Comp Ins		4.81	% of	\$1,634.31													\$78.53		\$0.00
PL & PD		1.85	% of	\$1,634.31													\$30.40		\$0.00
Fed Unemploy Tax		0.50	% of	\$255.00													\$1.53		\$0.00
State Unemploy Tax		6.875	% of	\$255.00													\$17.53		\$0.00
Fed Soc Sec Tax		7.65	% of	\$1,634.31													\$125.02		\$0.00
Total Payroll Additives:																	\$253.12		

I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs.

William L. Kinney Signed

Material	Unit	0.00	10/20/2021	10/21/2021	10/22/2021	11/01/2021	Unit	Rate	Amount
Mastic	Box			1.00			1.00	\$58.00	\$58.00
4" ring	Ea	1.00		1.00			2.00	\$38.00	\$76.00
2" ring	Ea			1.00			1.00	\$25.00	\$25.00
Concrete	CY	0.25		1.00	0.50		1.75	\$113.00	\$197.75
4" solid single wall pipe	FT					20.00	20.00	\$0.60	\$12.00
4" coupling	EA					1.00	1.00	\$4.95	\$4.95
CAE	Tn					1.00	1.00	\$14.00	\$14.00
									\$387.70

Equipment	Unit	0.00	10/20/2021	10/21/2021	10/22/2021	11/01/2021	11/02/2021	Total Units	Total Days	Total Hours	Rate	Total
2016 International 4300			1.50							1.50	\$28.08	\$42.12
CAT Mini Excavator 304E2			0.50							1.50	\$30.71	\$46.07
2011 Ford F450			3.50				1.5			11.50	\$24.27	\$279.11
2000 International Dump Truck										1.50	\$70.31	\$105.47
CAT 430F Backhoe						2.5				2.50	\$63.51	\$208.53
2016 Ford F350						2.5				2.50	\$17.07	\$42.56
												\$724.95

Rental Equipment	Unit	10/20/2021	10/21/2021	10/22/2021	11/01/2021	Unit	Rate	Amount
Tandem Dump						0.00	\$78.00	\$0.00
Tandem Dump						0.00	\$75.00	\$0.00
								\$0.00

This is to certify that the material entered on this force account bill, which was taken from stock, is shown at our cost.

KINNEY CONTRACTORS, INC.

by William R. Kinney

STATE: ILLINOIS

COUNTY: MONTGOMERY

I guarantee the above named officer

Total Labor 35.00 % of Labor
Total Payroll Additives 10.00 % of Payroll Additives
Total Materials 15.00 % of Materials
Total Equipment 0.00 % of Equipment
Total Rental Equipment 5.00 % of Rental Equipment

\$2,084.25
\$1,047.99
\$253.12
\$25.31
\$387.70
\$58.15
\$724.95
\$0.00
\$0.00
\$0.00

Signed this 13 day of Jan, 2022

Notary Public Calene Slightom
My commission expires 9.14.24

(Seal)

Approved

Matthew D. Steen
Project Manager

Sub Total:

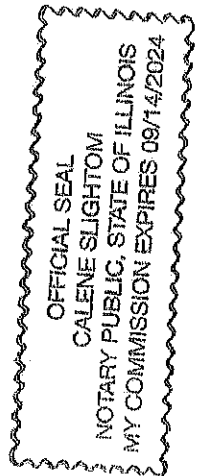
0.70 % for Bond
10% of Bond

TOTAL EXTRA WORK

\$5,451.47

\$38.44
\$3.84

\$5,533.75



CLOSED SESSION