

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, ILLINOIS
6:30 P.M.
TUESDAY, APRIL 6, 2021
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 MARCH 16, 2021
2. APPROVAL OF WARRANTS
3. APPROVAL OF MACON COUNTY ENVIRONMENTAL MANAGEMENT DEPARTMENT 2021 GRANT AGREEMENT
4. APPROVAL OF USE OF VILLAGE RIGHT-OF-WAY FOR BLESSING OF THE BIKES EVENT TO BE HELD APRIL 25, 2021

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. APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES FOR FORSYTH FAMILY SPORTS & NATURE PARK PROJECT (VILLAGE ENGINEER FOSTER)
2. DISCUSSION AND POTENTIAL ACTION REGARDING VILLAGE VISION NEWSLETTER (VILLAGE ADMINISTRATOR STROHL)

NEW BUSINESS

1. APPROVAL OF GEOGRAPHIC INFORMATION SYSTEM (GIS) PROJECT (VILLAGE ADMINISTRATOR STROHL)
2. DISCUSSION AND POTENTIAL ACTION REGARDING COMMUNITY CENTER AND FAMILY SPORTS AND NATURE PARK PROJECTS (TRUSTEE GRUENEWALD)

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, MARCH 16, 2021
AT FORSYTH VILLAGE HALL**

CALL TO ORDER

Mayor Marilyn Johnson called the meeting to order at 6:30 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

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

On phone: Trustee Bob Gruenewald

Others on phone: Library Director Rachel Miller

Absent: Trustee Kerry Denison

Staff Present:

Village Administrator David Strohl, Community & Economic Development Coordinator Jake Smith, Village Engineer Matt Foster, Village Public Works Director Darin Fowler, Village Treasurer Rhonda Stewart, Village Clerk Cheryl Marty, Village Attorney Greg Moredock, Administrative Assistant Kim Taylor

Others Present: Sheriff Helfer

PUBLIC HEARINGS

1. PUBLIC HEARING REGARDING THE VILLAGE OF FORSYTH'S WATER SYSTEM IMPROVEMENTS PROJECT AND THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY'S PRELIMINARY ENVIRONMENTAL IMPACTS DETERMINATION

Village Engineer Foster introduced the topic of improvements to potentially be made to the Village water system. This public hearing is a required step to obtain funding. Improvements include: 1) new well #7 and raw water main; 2) water tower, ground storage tank, aerator, filter/ClariCone rehabilitation; and 3) undersized water main replacement. Details and two maps are included in attached documents.

CONSENT AGENDA

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF MARCH 2, 2021
2. APPROVAL OF WARRANTS
3. APPROVAL OF TREASURER'S REPORT FOR THE MONTH OF FEBRUARY, 2021
4. APPROVAL OF 2021 USA SOFTBALL OF ILLINOIS GIRLS 10 AND UNDER "A" AND "B" STATE TOURNAMENT CONTRACT

MOTION

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

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

Yeas: 5 – London, Wendt, Gruenewald, Shaw, Peck
Nays: 0 – None
Absent: 1 – Denison

Motion declared carried.

PUBLIC COMMENT

None.

ADMINISTRATION REPORTS

1. Law Enforcement Report
Sheriff Helfer had very little to report as it's been quiet in the Village.
2. Village Staff Reports
Trustee Peck asked Village Engineer Foster if the documents were finally delivered to the pond owner. Village Engineer Foster replied that he didn't get any response from the certified letter. He dropped the letter and information in their front door before tonight's meeting but feels they are not home and haven't been for a while. If no response is forthcoming he and Public Works Director Fowler will need to decide on next steps.

OLD BUSINESS

None.

NEW BUSINESS

1. APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES FOR FORSYTH FAMILY SPORTS & NATURE PARK PROJECT (VILLAGE ENGINEER FOSTER)

Village Engineer Foster shared an update on this project saying the purchase has been closed on the property and he is working on paperwork to submit for grant reimbursement. The next step is to begin design work, indicating a smaller path design on the south end and how to lay out the pond, all within the \$66,000 budget. The contract is prepared, and the details are attached for Board review. Lengthy Board discussion followed and centered on overall design details and possibilities.

At the request of the Board Village Engineer Foster agreed to create a revised contract proposal that includes only the south trail, small parking lot, pond and alternate loop around the pond for future review.

MOTION

Trustee Peck made a Motion to table the approval of this contract and requests a modified proposal that includes only the south trail, small parking lot, pond and alternate loop around the pond and Trustee Gruenewald seconded the Motion.

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

Yeas: 5 – London, Wendt, Gruenewald, Shaw, Peck
Nays: 0 – None
Absent: 1 – Denison

Motion declared carried.

2. APPROVAL OF PURCHASE OF FIELD RAKE/GROOMER (PUBLIC WORKS DIRECTOR FOWLER)

Public Works Director Fowler received three (3) quotes for the purchase of a field rake/groomer for the baseball and softball operations. He explained what an efficient tool this is and that it will also save on staff time. He recommends purchasing the John Deere 1200A from Erb Turf Equipment in Belleville, IL for \$14,389.84.

MOTION

Trustee Peck made a Motion to approve the purchase as presented and Trustee Wendt seconded the Motion.

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

Yeas: 5 – London, Wendt, Gruenewald, Shaw, Peck

Nays: 0 – None

Absent: 1 – Denison

Motion declared carried.

3. APPROVAL OF PURCHASE OF WATER TREATMENT PLANT ALARM SYSTEM (PUBLIC WORKS DIRECTOR FOWLER)

Public Works Fowler stated consensus from an earlier Board meeting was to pursue an update of the door security system and new security cameras for the water treatment plant, both of which are old and non-functioning. He recommends approval of the following: Barcom security system for \$4,587.00, service contract option of \$46 per month, and Central Station Monitoring service option for the price of \$50 per month. A short discussion by the Board followed.

MOTION

Trustee Peck made a Motion to approve the purchase of water treatment plant alarm system as presented and Trustee London seconded the Motion.

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

Yeas: 5 – London, Wendt, Gruenewald, Shaw, Peck

Nays: 0 – None

Absent: 1 – Denison

Motion declared carried.

4. APPROVAL OF WATER TREATMENT PLANT TUCKPOINTING PROJECT (PUBLIC WORKS DIRECTOR FOWLER)

Public Works Director Fowler received two (2) quotes to tuckpoint the water treatment plant building. He explained why the work is needed and how the work would be done. A short discussion by the Board ensued and then all agreed to this work. Trustee London appreciated how Public Works Director Fowler is always on top of making sure our facilities and equipment are in good repair.

MOTION

Trustee Peck made a Motion to approve the purchase of water treatment plant tuckpointing project as presented and Trustee London seconded the Motion.

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

Yeas: 5 – London, Wendt, Gruenewald, Shaw, Peck
Nays: 0 – None
Absent: 1 – Denison

Motion declared carried.

5. DISCUSSION AND POTENTIAL ACTION REGARDING FORSYTH FAMILY FEST (KIM TAYLOR)

Administrative Assistant Taylor introduced the topic of the annual Forsyth Family Fest and asked the Board to decide if we're going to hold this event this year. A lengthy discussion followed regarding the pros and cons of having a carnival, fireworks, a parade, bingo, kids' events and food in a year with the COVID-19 pandemic. Administrative Assistant Taylor agreed to research our contractual status with the carnival operators. The event date is still scheduled for Saturday, June 19. Ultimately it was agreed to host a double-fireworks show and have food trucks beforehand.

MOTION

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

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

Yeas: 5 – London, Wendt, Gruenewald, Shaw, Peck
Nays: 0 – None
Absent: 1 – Denison

Motion declared carried.

Returned to Open Session.

MOTION

Trustee Wendt made a Motion to approve an ordinance approving a collective bargaining agreement between the Village and the Laborers' local 159, and Trustee Peck seconded the Motion.

Village of Forsyth
Board Meeting Minutes
March 16, 2021

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

Yeas: 5 – London, Wendt, Gruenewald, Shaw, Peck

Nays: 0 – None

Absent: 1 – Denison

Motion declared carried.

ADJOURNMENT

Trustee Wendt made the Motion to adjourn and Trustee Peck seconded the Motion. All Board members agreed by voice vote, and the meeting was adjourned at 8:45 P.M.

By: *Cheryl Marty*
Village Clerk



FORSYTH WATER SYSTEM IMPROVEMENTS PEID Public Hearing Agenda

PROJECT NAME: Village of Forsyth, Water System Improvements
TIME/DATE: March 16, 2021 | 6:30PM
LOCATION: Forsyth Village Hall, 301 South Route 51, Forsyth, Illinois, 62535

I. Introductions/Contact Information

- A. Chastain and Associates LLC
 - 1. Project Manager: Matthew Foster
 - 2. Telephone Number: 217-422-8544
- B. Illinois Environmental Protection Agency
 - 1. Project Manager: Ellen Watters
 - 2. Telephone Number: 217-785-6826

II. Project Description

- A. The Village of Forsyth is proposing to install a new well and raw water main, rehabilitate water treatment and storage facilities, and replace undersize water mains. This has been broken down into three projects:
 - 1. Project 1: New Well #7 and Raw Water Main Extension
 - 2. Project 2: Water Towers, Ground Storage Tank, Aerator, and Filter/ClariCone Rehabilitation
 - 3. Project 3: Undersized Water Main Replacement

III. Project Justification

- A. **New Well #7 and Raw Water Main:** Because well 4 and well 5 are reaching the end of their lifespans, it is necessary to build Well 7 to replace them. It is important that the Village maintains equipment that is capable of fulfilling the need for water. The new well would be built about a ½ mile north of Well 6 along Brush College Road. New raw water mains would have to be added to connect the new well to Well 6. The water mains that connect Well 6 to the WTP are 16" in diameter and were chosen to be this size with the intent of building another well to the north in the future.
- B. **Water Tower, Ground Storage Tank, Aerator, Filter/ClariCone Rehabilitation:** The north and south water towers have not been repainted for at least ten years. The water towers, as well as the ground storage tank, aerator, claricones and filters located at the WTP, need some repairs. Minor maintenance has been kept up to date, including inspections and cleanings. The Village would like to ensure their equipment remains in acceptable operating condition. A study of each piece of equipment showed some areas of failure and corrosion on both the exterior and interior. A combination of blasting and painting will ensure a system that lasts for years to come. Additionally, a mixing system will be added to both water towers and the ground storage tank. This mixing system will ensure satisfactory residual chlorine levels.



FORSYTH WATER SYSTEM IMPROVEMENTS

PEID Public Hearing Agenda

- C. Undersized Water Main Replacement:** The original distribution system was constructed with small, undersized mains. As the Village expanded, newer mains were built with larger diameters. Some of the older mains have been replaced, but there are some remaining 4-inch mains located in the northeast corner of the Village. These mains are roughly sixty years old and the interior is likely extremely dirty. The replacement of the undersized water mains will help stabilize the water pressure in those areas, improve the overall performance of the distribution system, and eliminate a potentially significant source of water leaks in the distribution system

IV. Timeline

- A. Estimated Construction Date:
1. Project 1: Fall 2021 – Spring 2022
 2. Project 2: Fall 2022 – Spring 2023
 3. Project 3: Fall 2023 – Spring 2024

V. Estimate of Construction Cost

Total: \$4,958,600

- A. Project 1: \$964,000
 B. Project 2: \$2,207,600
 C. Project 3: \$1,787,000

VI. Environmental Review and Impacts

- A. All required signoffs received

IX. Public Comment

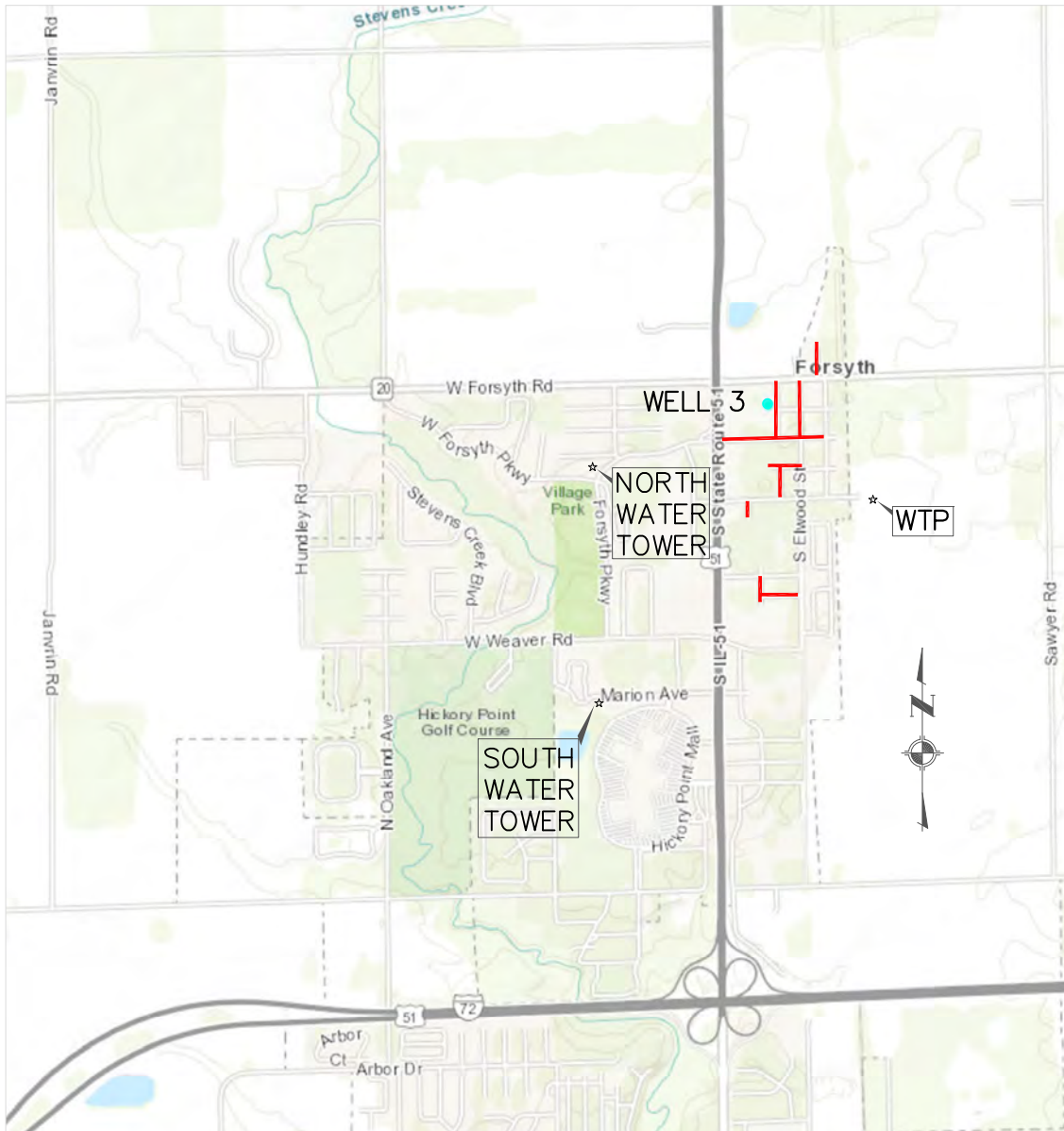
Legend

	Existing Raw Water Main
	Proposed Raw Water Main
	Proposed Well



Legend

- Proposed Water Main Replacement
- Existing Well



CONSENT AGENDA

ITEM 2

SYS DATE:03/29/21

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 921
Tuesday March 30,2021

SYS TIME:14:18
[NW1]

DATE: 03/30/21

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 MACON COUNTY TITLE, L.L.C.			9989.32	
032921	30-00-810-1	LAND FOR WELL 7		9989.32 This amount was not correct and has been VOIDED. See the correct about on page 3.
01 W & S FARM INC			5580.00	
032921	30-00-810-1	PERMANENT EASEMENT WELL 7 LAND	4260.00	
032921	30-00-810-1	TEMP EASEMENT WELL 7 LAND	1320.00	
** TOTAL CHECKS TO BE ISSUED			15569.32	New Total Checks to be Issued 5580.00

SYS DATE:03/29/21

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 921
Tuesday March 30,2021

SYS TIME:14:18
[NW1]

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DATE: 03/30/21

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
CAPITAL PROJECT FUND			15569.32	5580.00
*** GRAND TOTAL ***			15569.32	5580.00
TOTAL FOR REGULAR CHECKS:			15,569.32	5,580.00

SYS DATE:03/30/21

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 922
Tuesday March 30, 2021

SYS TIME:13:54
[NW1]

DATE: 03/30/21

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
01 MACON COUNTY TITLE, L.L.C. 033021	30-00-810-1	WELL 7 LAND PURCHASE	10574.80	10574.80
** TOTAL CHECKS TO BE ISSUED			10574.80	

SYS DATE:03/30/21

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 922
Tuesday March 30, 2021

SYS TIME:13:54
[NW1]

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DATE: 03/30/21

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
CAPITAL PROJECT FUND			10574.80	
*** GRAND TOTAL ***			10574.80	
TOTAL FOR REGULAR CHECKS:			10,574.80	

DATE: 04/06/21

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
01 DAVE & JEN PECK			176.50	
229087	01-10-913	MJ PLAQUE		50.00
229087	01-10-554	JP/MJ DESK WEDGE/GAVEL/BLOCK/PLATE		126.50
01 ALTORFER, INC			1621.26	
W0000076858	01-41-512	EQUIP MAINTENANCE SERVICE BACKHOE R		1621.26
01 AMEREN ILLINOIS			11174.19	
040221	01-11-571	VHALL ELECTRIC UTILITIES		277.86
040221	01-41-571	MAINT/PW/SALT BLDGS		509.43
040221	01-41-572	SIRENS/SIGNS/STREET LIGHTS		4626.93
040221	01-41-579	TRAFFIC SIGNALS		299.48
040221	01-52-571	BBF/PAV/TRAIL LIGHTS		1509.95
040221	01-53-571	LIBRARY BLDG		710.71
040221	51-00-571	WELLS/TOWERS/PLANTS		2637.02
040221	52-00-571	SEWER LIFT STATIONS		602.81
01 BARCOM SECURITY			1529.00	
254536	51-00-511	WTR PLANT ALARM SYSTEM		1529.00
01 BEST ONE OF CENTRAL IL			154.66	
377953	01-41-513	VEHICLE MAINTENANCE SERVICE TIRE		154.66
01 BLACKSTONE AUDIO, INC			92.83	
1210066	01-53-681	AUDIO VISUAL		65.89
1212054	01-53-681	AUDIO VISUAL		26.94
01 JAMES BRUMMITT			90.00	
040221	01-11-547	ELECTRICAL INSPECTIONS		90.00
01 CARGILL INCORPORATED			2201.50	
2906078786	01-41-616	SNOW REMOVAL RD SALT		2201.50
01 CORN BELT ENERGY CORPORATION			1425.19	
040221	51-00-571	WELL 6 UTILITIES		1425.19
01 COMCAST CABLE			252.59	
040221	51-00-552	PHONE SERVICES WTR PLANT		142.64
040221	51-00-549	INTERNET SERVICES WTR PLANT		109.95
01 CONSTELLATION NEWENERGY			3203.98	
040221	01-11-571	VHALL GAS UTILITIES		267.39
040221	01-41-571	MAINT/PW BLDG GAS UTILITIES		813.07
040221	01-53-571	LIBRARY BLDG GAS UTILITIES		913.29
040221	51-00-571	WELL/PLANTS GAS UTILITIES		1210.23
01 JASON FERGUSON			80.00	
2364	01-53-549	WEBSITE HOSTING/MAINT LIBR. MAR '21		80.00
01 BETH E. STRINGER			28.00	
040221	01-53-672	SUBSCRIPTION RENEWAL		28.00
01 DEZURIK, INC			13300.00	
RPI/67003853	51-00-512	EQUIP MAINT. CLARICONE SLUDGE VALVE		13300.00
01 DUNKER ELECT SUPPLY INC			188.10	
76503-1	01-11-611	BLDG MAINTENANCE SUPPLIES LIGHT BUL		188.10
01 DONALD MCCOOL			100.00	
040221	01-10-913	YRLY N. ENTRANCE SIGN LAND LEASE		100.00
01 EASTERN IL UNIVERSITY			70.00	

DATE: 04/06/21

Tuesday April 06,2021

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
040221	01-11-560	RS MEMBERSHIP DUES		70.00
01 ERB TURF EQUIPMENT, INC 4283	30-00-832-1	FIELD RACK/GROOMER JOHN DEERE 1200A	14389.84	14389.84
01 GALE RESEARCH INC. 73979737	01-53-671	BOOKS	201.40	30.39
73988958	01-53-671	BOOKS		45.73
74022569	01-53-671	BOOKS		60.78
74023685	01-53-671	BOOKS		46.50
74043840	01-53-671	BOOKS		18.00
01 HOBBY LOBBY STORES, INC. 040221	01-10-917	EASTER EGG HUNT SMALL AIR HORN	16.97	6.99
040221	01-10-913	PROGRAM SUPPLIES		9.98
01 ILLINOIS SECTION AMERICAN 200059016	51-00-560	DF REGISTRATOR FEE VIRTUAL CLASS	128.00	56.00
200059017	51-00-560	DF REGISTRATION FEE VIRTUAL CLASS		36.00
200059018	51-00-560	DF REGISTRATION FEE		36.00
01 ILLINOIS LIBRARY ASSOC. 188921	01-53-913	PROGRAM SUPPLIES SUMMER READING	166.20	166.20
01 ILLINOIS METER INC. 3032300-00	51-00-652	OPERATING SUPPLIES	116.81	116.81
01 KEMPER CPA GROUP LLP 996420	01-11-531	2020 ANNUAL AUDIT	19000.00	19000.00
01 KEY LABORATORY SERVICES 22667	51-00-549	COLIFORM ANALYSIS	95.70	95.70
01 MATHENY HEATING & COOLING 28575	51-00-511	WTR PLANT FURNANCE REPAIRS	135.00	135.00
01 MENARDS 040221	01-52-652	OPERATING SUPPLIES	277.18	131.42
040221	51-00-652	OPERATING SUPPLIES		7.85
040221	01-41-652	OPERATING SUPPLIES		59.22
040221	01-11-654	JANITORIAL SUPPLIES		18.38
040221	01-53-654	JANITORIAL SUPPLIES		36.35
040221	01-41-654	JANITORIAL SUPPLIES		15.97
040221	01-53-611	BLDG MAINTENANCE SUPPLIES		7.99
01 MISSISSIPPI LIME COMPANY 1538075	51-00-656	LIQ CALCIUM HYDROXIDE	6859.87	3382.34
1539814	51-00-656	LIQ CALCIUM HYDROXIDE		3477.53
01 PEST OUTPOST LLC 4020	01-52-612	EQUIP MAINTENANCE SUPPLIES	41.60	41.60
01 SAM'S CLUB/GECF 040221	01-41-654	JANITORIAL SUPPLIES	175.16	132.76
040221	01-53-913	PROGRAM SUPPLIES		42.40
01 AT & T 040221	52-00-552	SC BLVD SEWER LIFT STATION ALARM	202.29	4.96
040221	52-00-552	SEWER LIFT STATION ALARM 101 HUNDLE		95.73
040221	52-00-552	SEWER LIFT STATION ALARM 474 HUNDLE		101.60
01 STAPLES CREDIT PLAN			21.10	

SYS DATE:03/31/21

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 923
Tuesday April 06,2021

SYS TIME:16:18
[NW1]

DATE: 04/06/21

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
040221	01-11-651	OFFICE SUPPLIES		21.10
01 US POSTAL SERVICE (CAPS)			579.28	
040221	51-00-549-1	W/S BILLING POSTAGE FOR APR '21		289.64
040221	52-00-549-1	W/S BILLING POSTAGE FOR APR '21		289.64
01 VILL OF FORSYTH			150.00	
040221	01-11-571	WATER UTILITIES		150.00
01 WAL-MART			151.04	
040221	01-10-917	EASTER EGG HUNT STUFFED ANIMALS		23.70
040221	01-53-651	OFFICE SUPPLIES		2.48
040221	01-53-654	JANITORIAL SUPPLIES		29.10
040221	01-53-913	PROGRAM SUPPLIES		27.92
040221	01-53-681	AUDIO VISUAL		67.84
01 WATTS COPY SYSTEM			158.40	
29016821	01-53-512	COPIER RENTAL/COPIES LIBRARY		158.40
** TOTAL CHECKS TO BE ISSUED			78553.64	

SYS DATE:03/31/21

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 923
Tuesday April 06,2021

SYS TIME:16:18
[NW1]

DATE: 04/06/21

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
GENERAL FUND			35082.16	
CAPITAL PROJECT FUND			14389.84	
WATER OPERATIONS			27986.90	
SEWER OPERATIONS			1094.74	
*** GRAND TOTAL ***			78553.64	
TOTAL FOR REGULAR CHECKS:			78,553.64	

DATE: 04/06/21

Tuesday April 06,2021

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A/P MANUAL CHECK POSTING LIST					
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)					
PAYABLE TO REG# INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DISTR	
01 LINDSEY BELSLY 136 0036	04/01/21 01-10-917	55915 EASTER EGG HUNT SIGNS	200.00	200.00	
** TOTAL MANUAL CHECKS REGISTERED			200.00		

REPORT SUMMARY			
CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	78553.64	200.00	78753.64
TOTAL CASH	78553.64	200.00	78753.64

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	35082.16	200.00	35282.16
30	14389.84	.00	14389.84
51	27986.90	.00	27986.90
52	1094.74	.00	1094.74
TOTAL DISTR	78553.64	200.00	78753.64

CONSENT AGENDA

ITEM 3



Macon County Environmental Management Dept.
141 S. Main St., Room 408
Decatur, IL 62523
217-425-4505
www.MaconGreen.com

March 16, 2021

Village of Forsyth
Darin Fowler
301 South US Route 51
Forsyth, IL 62535

Mr. Fowler,

The Macon County Environmental Management Department would like to congratulate the Village of Forsyth on having your 2021 Macon County Spring Clean-up/Recycling grant approved. Please sign the enclosed Grant Agreement and return as soon as possible. With the signed agreement, you are authorized to proceed within the guidelines of the grant agreement and your statement of work.

Please note: The Grant Agreement must be signed by both the Village of Forsyth and Macon County Environmental Management ahead of your Spring Clean-up event in order for the agreement to be valid per grant guidelines.

Once the signed Grant Agreement is received by our department, I will sign and return it to you, along with the Grant Completion Form. After your Spring Clean-up event, fill out the Grant Completion Form, attach copies of all flyers, reports with weight amounts and receipts, and promptly submit to our office for reimbursement no later than 60 calendar days after your Spring Clean-up event.

Information on recycling and proper disposal in Macon County and much more can be found on our website www.MaconGreen.com, and we would greatly appreciate if you would provide our web address to your residents.

We wish you a successful Spring Clean-up event. If you have any questions please feel free to contact me at (217) 425-4505 or tsumpter@co.macon.il.us.

Sincerely,

A handwritten signature in blue ink that reads "Tracy Sumpter".

Tracy Sumpter
Director
Macon County Environmental Management Department

Printed on recycled paper

Macon County Environmental Management Department

2021 Grant Agreement

The following document describes the terms and conditions of the Spring Clean-up/Recycling Grant awarded to the **Village of Forsyth** by the Macon County Environmental Management Department.

Grant Terms

The Macon County Environmental Management Department (the Department) on behalf of the Environment, Education, Health, and Welfare Committee of the Macon County Board, has agreed to provide grant funds to the **Village of Forsyth** to assist in the 2021 Spring Clean-up/Recycling Program.

Amount of Funding

The Department will reimburse up to \$1,000 for items up to the listed and approved amounts. If electronics will be collected for recycling an additional \$800 will be approved provided a registered electronics recycler will be appointed.

Grant Conditions

- The Grant Completion Form along with all receipts for reimbursement must be submitted **prior to October 1, 2021 but no later than 60 days after the clean-up**. Failure to comply with the 60 days deadline may result in removal from consideration for future grant projects.
- Grant funds will be provided on a reimbursement basis unless other arrangements are made and agreed to by both parties.
- Items purchased using grant funds (such as paper for flyers, announcements, etc.) must contain a percentage of recycled content and be marked as such whenever possible.
- For demonstration purposes, the Department will be able to cite the **Village of Forsyth** recycling program as an example for other municipalities to follow.
- Adhere to legally applicable federal, state, and local environmental regulations regarding management and disposal of waste.
- Macon County will not be held liable for any problems or accidents occurring with or arising from the purchase and/or use of the items purchased for this project under this agreement.
- The Municipality/Township shall indemnify, hold harmless and defend Macon County, its officers and employees from any and all losses, injuries, damages, liability, claims, penalties, fines, legal actions (including costs and expenses incidental thereto) which may be asserted or brought against Macon County by any individual or entity and which may arise out of or occur during the performance of this Agreement by the Municipality.

I, the undersigned, do hereby agree to the terms and conditions of this agreement as listed.

Macon County Environmental
Management Director

Date

Municipal Representative

Date

CONSENT AGENDA

ITEM 4



HARLEY-DAVIDSON



The Village of Forsyth
Mayor and Board of Trustees

March 12, 2021

Dear Mayor Johnson and Board Members,

We are planning our 29th Annual Blessing of the Bikes event for Sunday, April 25th. This event will be held rain or shine unless there is the unlikely event that we have tornadoes or other acts of nature that would be dangerous for our riders and speakers to be out in.

We would again ask permission to temporarily close off Market Street that day from 8:00am until 4:00pm, and permission to use some of the Village's barricades as we have done the past few years.

In speaking with the Macon County Sheriff's Department, they will again plan to be a part of our event, and they plan to have Sheriff's Deputies here to help direct traffic and coordinate with us to route riders onto Market Street, and then back onto the main roadway after the Blessing.

We thank you for your consideration and look forward to your decision.

Respectfully,
Debra and Tim Coziahr

ADMINISTRATION REPORTS

04/06/2021

Economic Development

- Since the last Village Board Meeting, it has become much more public that Cheddar's Restaurant will not be reopening. I am happy to note that staff has already began working with individuals interested in the site. Village Engineer Foster, Building Inspector Summers, and I have begun pre-development meetings with developers (who wish to remain unnamed until news is official and properties are bought) interested in the site.

The interested organization has mentioned a few different plans and options for the site, I look forward to presenting those as soon as we have more information to share.

- Similar to the previous point, we have received inquiries from separate developers on three other commercial sites in the Village, and they have been connected to appropriate contacts, realtors, owners, or brokers. We have also received zoning confirmation letters on a number of other sites.
- I have been working closely with Steve Klein and TIF Illinois in conversations with individuals interested in properties in our TIF district. Steve has been tremendous help in further developing my understanding of TIF, our specific strengths as a community, and how to market that to interested businesses.
- I have continued work on the Economic Development Plan, which I hope to bring to a future Village Board Meeting for discussion.

Community Development

- Work has begun to remove the non-conforming sign and damaged building on US-51, and staff will continue to monitor the removal of said item to ensure that the property is compliant by the required date.
- Staff has noted a couple of minor revisions to the Code and Development Ordinances that may be worth considering for ease of accessibility. I will continue to record these items so that we can discuss changes in bulk in the future.

Miscellaneous

- I have been working with the Illinois Association of Municipal Management Assistants (IAMMA) to help plan the 2021 IAMMA Conference. This multi-day conference will take place on Thursday mornings throughout the month of April, and will be focused around public works, finance, human resources and general administration, and I have provided our staff with conference details in case any sessions interest them or concern their fields.

Respectfully submitted,

Jake Smith

Community and Economic Development Coordinator/

Assistant to the Village Administrator

ENGINEER'S REPORT

Forsyth; April 6, 2021 Board Meeting

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

Project 6928 – Bike Path to Grade School

We still are waiting on IDOT clearances for the hazardous waste, biological and wetland reviews. I have requested a status update from IDOT on these items. We will finalize a draft Project Development Report for submittal to IDOT for review once those items are received. There have been no announcements on the ITEP grant yet. We do not really expect to hear anything until April or May.

Project 6972 – Phillip Circle & Cale Court Rehabilitation

We are wrapping up a set of “as-built” plans for the Village records to complete our work on the project.

Project 7893 – 2021 Advisory

Still no response from the property owners regarding the temporary easement for accessing the Greenbrier pond has been received. The USPS certified mail package has gone unclaimed so far. I did verify the package I placed in their door handle was not in the door anymore. I assume it was picked up and brought inside, but it did not elicit a response. Public Works Director Fowler and I will meet soon to discuss our next option.

The title company is wrapping up the title policy for the property. Once received, we will submit for reimbursement through the LWCF grant. Alternative contracts for the design of the LWCF Grant Compliance phase have been prepared for consideration at this meeting.

The IEPA construction permit for changing out the chlorine system at the water treatment plant is still under review by the IEPA. We do expect to hear something back soon as they approach their 70-day turnaround time for reviews on permits like this one.

We are approaching MS4 Annual Report time. I will be work with Linn Summers to complete and submit the report to IEPA before June 1.

Project 7485.01 – Well 7 Subdivision

Closing was held on March 30, 2021. There is some final paperwork that needed to be recorded and circulated. The property owner has a couple last documents from the closing that need to be signed to complete the acquisition. We will prepare and present a design contract for the Board's consideration soon.

Project 7542 – 2020 Street Maintenance

We have reviewed the MasticOne crack filling material to see how it held up over the winter. The material looks like it performed well so we will be looking into ways to incorporate this work into the annual Village maintenance work.

Project 7635 – IEPA Loan Water Project Planning

No comments were received as a part of the public hearing held at the last meeting. All materials have been submitted to the IEPA and we anticipate approval of the project plan soon.

Project 7778 – The Greenbrier Rehabilitation

Project design continues, we still plan to bid this work out in late spring for construction during the summer of 2021. We will be planning a public open house for later in April to discuss the project further with the residents of the subdivision.



Library Director's Report
April 6, 2021

- I have been working with the Village Administrator and the Community and Economic Development Coordinator to explore options for the village newsletter.
- I continue working with Jason Ferguson from Conspicuous Digital to develop a new website for the library.
- Youth Services Librarian Marissa White has returned from maternity leave and we are exploring options for the 2021 summer reading program. It seems likely to be a hybrid of socially distanced small groups and opportunities for individual participation. The theme for this summer is "Reading Colors Your World."
- The Library Commission has been reviewing and updating the Library Policy manual. The manual is being reviewed by the Village Attorney prior to final approval by the Library Commission.

Rachel Miller
March 31, 2021

Public Works Report 3-30-21

Parks:

Started work on 1,2,3 Field dugouts.
Playground equipment inspections.
New tennis light poles installed, will need to add lights.
Worked ball fields.

On our Park to do list is:

Playground repairs, add mulch to pocket park play areas.
#4, #5 Field Dugout roof repair, material bought.
#1 troubleshooting, #4 light replacement (two out).
Remove bushes on Forsyth Parkway.
Add two new park benches in the main park (1) and James Ct pocket park (1).
Add grill to Veteran's Park Pavilion.
1,2,3 Soccer Goal move.

Village:

We continued to maintain the Village Hall, and other property / easements throughout the Village.
Limb removal program
We worked on locates, inspections, new construction assistance.
We worked any concerns residents had.
Equipment repairs / maintenance.
Road patching.
Street Sweeping.

On our Village to do list is:

Continue with Village / limb cleanup.
Continue road patching.
Continue with street sweeping

Water Treatment Plant / Sewer:

Continued with meeting IEPA sampling and analysis requirements.
Completed required reports.
We worked any concerns residents had.
Water plant turbidimeter troubleshooting.

On our Water / Sewer to do list is:

Complete monthly IEPA sampling and other required sampling.
Complete CCR, Risk assessment reports.
curb-box repairs.

Thanks, Darin

OLD BUSINESS

ITEM 1



MEMORANDUM

To: Mayor and Board of Trustees
 From: Matthew B. Foster, PE, PLS
 Date: March 31, 2021
 cc: David Strohl, Village Administrator
 Re: Forsyth Family Sports & Nature Park – LWCF Grant Compliance

Honorable Mayor and Trustees,

We have prepared a project estimate for the LWCF grant compliance phase of the Forsyth Family Sports & Nature Park. As discussed previously, the terms of the LWCF grant requires the Village to have an improvement that opens the Park to the public within three years of the date of property acquisition. Please note, the contract presented at the March 16 Board meeting includes design of the south walking trail loop, connection to the existing trail system, and fishing pond.

March 16 Contract (Option #1):

Survey & Design:	\$66,000
Bidding & Observation:	\$95,000
Construction Estimate:	<u>\$1,181,000</u>
PROJECT TOTAL:	\$1,342,000

We have also prepared a second contract option that contains the additional design elements also discussed at the March 16 Board meeting. Each alternative below consists of the design of the south walking trail loop, connection to the existing Forsyth trail system, fishing pond, and pond walking trail loop. In addition, this option does provide for three different alternate parking lot locations as described below.

Contract Option #2, Alternative A: Add a trailhead parking lot directly off of CH 20 in southeast corner of property.

Survey & Design:	\$78,000
Bidding & Observation:	\$107,000
Construction Estimate:	<u>\$1,329,000</u>
PROJECT TOTAL:	\$1,514,000

Contract Option #2, Alternative B: Construct a portion of the central parking lot immediately south of the pond with driveway to Oakland Ave.

Survey & Design:	\$86,000
Bidding & Observation:	\$115,000
Construction Estimate:	<u>\$1,428,000</u>
PROJECT TOTAL:	\$1,629,000

MEMORANDUM
March 31, 2021

Contract Option #2, Alternative C: Construct a portion of the north parking lot northeast of the pond with driveway to Oakland Ave.

Survey & Design:	\$81,000
Bidding & Observation:	\$110,000
<u>Construction Estimate:</u>	<u>\$1,368,000</u>
PROJECT TOTAL:	\$1,559,000

A more detailed breakdown of the above cost estimates is attached to the individual scope of services for the four options listed above. Since final design of future phases of the park are not included in these contracts, both alternatives would provide for the stockpiling of material excavated from the fishing pond rather than grading out over the project site. The FY2021 Budget has \$66,000 provided for design of this phase. Grant applications, bidding and construction phase services will all be handled under future agreements. We will continue to keep a look out for possible funding sources of this initial development. A brief summary of a few potential grant opportunities is included below. As potential funding sources are announced, proposals for submitting those application can be prepared. Once funding is secured, agreements for bidding and construction phase services can be prepared.

Thank you for the opportunity to serve the Village in this matter. If you have any further questions or issues, please let me know. We look forward to working with you on this wonderful addition to the Village amenities.



POTENTIAL GRANT PROGRAMS

An important source of funding for the construction of the Forsyth Family Ports & Nature Park is grant programs offered by state and federal agencies, especially including the Illinois Department of Natural Resources (IDNR). Here is a list of potential funding sources including maximum awards and typical funding cycles.

OPEN SPACE LANDS ACQUISITION AND DEVELOPMENT (OSLAD) PROGRAM | IDNR: The trail development of the park could be funded utilizing OSLAD funds. These are 50/50 matching dollars with a maximum award of \$400,000. The applications typically are open between May 1 and July 1 of each calendar year.

BIKE PATH GRANT PROGRAM | IDNR: Financial assistance up to 50% of approved project costs is available through the program for trails and trail related projects. Maximum grant awards for development projects are limited to \$200,000 per annual request and applications are typically due in March.

PEOPLE FOR BIKES COMMUNITY GRANTS: This program funds bike paths and trails at 50% of project costs up to \$10,000. The spring funding date is typically in May with the winter due date of December.

PROJECT DATA -	DATE OF AGREEMENT:	March 16, 2021	JOB NO.:
	PROJECT NAME:	Forsyth Family Sports & Nature Park - LWCF Grant Compliance	
	START DATE:	March, 2021	ESTIMATED COMPLETION DATE:Coord. w/ Client
	LOCATION:	Forsyth Family Sports & Nature Park	
	CLIENT:	Village of Forsyth, IL	
	CLIENT CONTACT:	David Strohl, Village Administrator	
	BILLING ADDRESS:	301 South US 51, Forsyth, IL 62535	
	CLIENT PHONE #:	217-877-9445	

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.

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) payment for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Schedule of Hourly Rates (available upon request) in effect plus reimbursable expenses.

"Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, reproduction or printing, computer time and outside consultants.

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 the time period specified, 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.

INSURANCE AND LIMITATION Consultant is covered by commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, automobile liability insurance and workers' compensation insurance with limits which Consultant considers reasonable. Certificates of all insurance shall be provided to Client upon request in writing. Client shall be named as an additional insured on all such insurance policies and Consultant shall provide a certificate evidencing such coverage prior to the commencement of work under this Agreement. Within the limits and conditions of such insurance, Consultant agrees to indemnify and hold Client harmless from any loss, damage or liability arising directly from any negligent act by Consultant. Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Consultant shall not be responsible for any loss, damage or liability arising from any act by Client, its agents, staff, other consultants, independent contractors, third parties or others working on project over which Consultant has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Consultant has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

PROFESSIONAL LIABILITY INSURANCE AND LIMITATION Consultant is covered by professional liability insurance for its professional acts, errors and omissions, with limits which Consultant considers reasonable, but in no case less than \$2,000,000 per occurrence. Certificates of insurance shall be provided to Client upon request in writing. Client shall be named as an additional insured on all such insurance policies and Consultant shall provide a certificate evidencing such coverage prior to the commencement of work under this Agreement. Within the limits and conditions of such insurance, Consultant agrees to indemnify and hold Client harmless from loss, damage or liability arising from professional acts by Consultant and errors or omissions that exceed the industry standard of care for the services provided. Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Consultant shall not be responsible for any loss, damage or liability arising from any act, error or omission by Client, its agents, staff, other consultants, independent contractors, third parties or others working on project over which Consultant has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Consultant has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

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

TERMINATION This agreement may be terminated by either party within fifteen days after receiving written notice. Any termination shall only be for good cause such as for legal, 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, specifications, and electronic files are instruments of service and remain the property of the Consultant. Sealed hardcopy plans provided by the Consultant are actual deliverables and have precedence over any electronic files supplied to the Client as a convenience. 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. 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. 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.

REUSE OF DOCUMENTS All documents including drawings and specifications furnished by Consultant pursuant to this Agreement are instruments of his services in respect of the work. 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. Nothing herein, however, shall limit the Client's right to use the documents for municipal purpose, including but not limited to the Client's right to use the document in an unencumbered manner for purposes of remediation, remodeling and/or construction.

ESTIMATES OF COST Estimate of probable project cost that may be provided for herein are to be made on the basis of the Consultants experience and qualifications and represent his 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 him. If the Client wishes greater assurance as to the Cost, he 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.

DISCLOSURE RESOLUTION The parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. If such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. If the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter a method jointly agreed upon by both parties.



2021 SCHEDULE OF RATES

<u>Classification</u>	<u>Per Hour Rate Net</u>		
	RANGE		
Engineers	From		To
Project Principal	\$216.00	-	\$219.00
Senior Project Manager	\$213.00	-	\$225.00
Project Manager II	\$168.75	-	\$183.00
Project Manager I	\$138.00	-	\$159.00
Project Engineer II	\$120.00	-	\$143.10
Project Engineer I	\$112.50	-	\$136.50
Engineer	\$79.50	-	\$107.10
Surveyors			
Chief of Survey	\$151.44	-	\$151.44
Surveyor II	\$93.00	-	\$130.50
Surveyor I	\$75.00	-	\$75.00
Technical			
Senior Technician	\$159.00	-	\$159.00
Tech. IV	\$127.50	-	\$141.00
Technician III	\$111.00	-	\$111.00
Technician II	\$92.70	-	\$109.20
Technician I	\$51.00	-	\$86.40
Office Services and Records			
Administrative	\$52.50	-	\$102.00

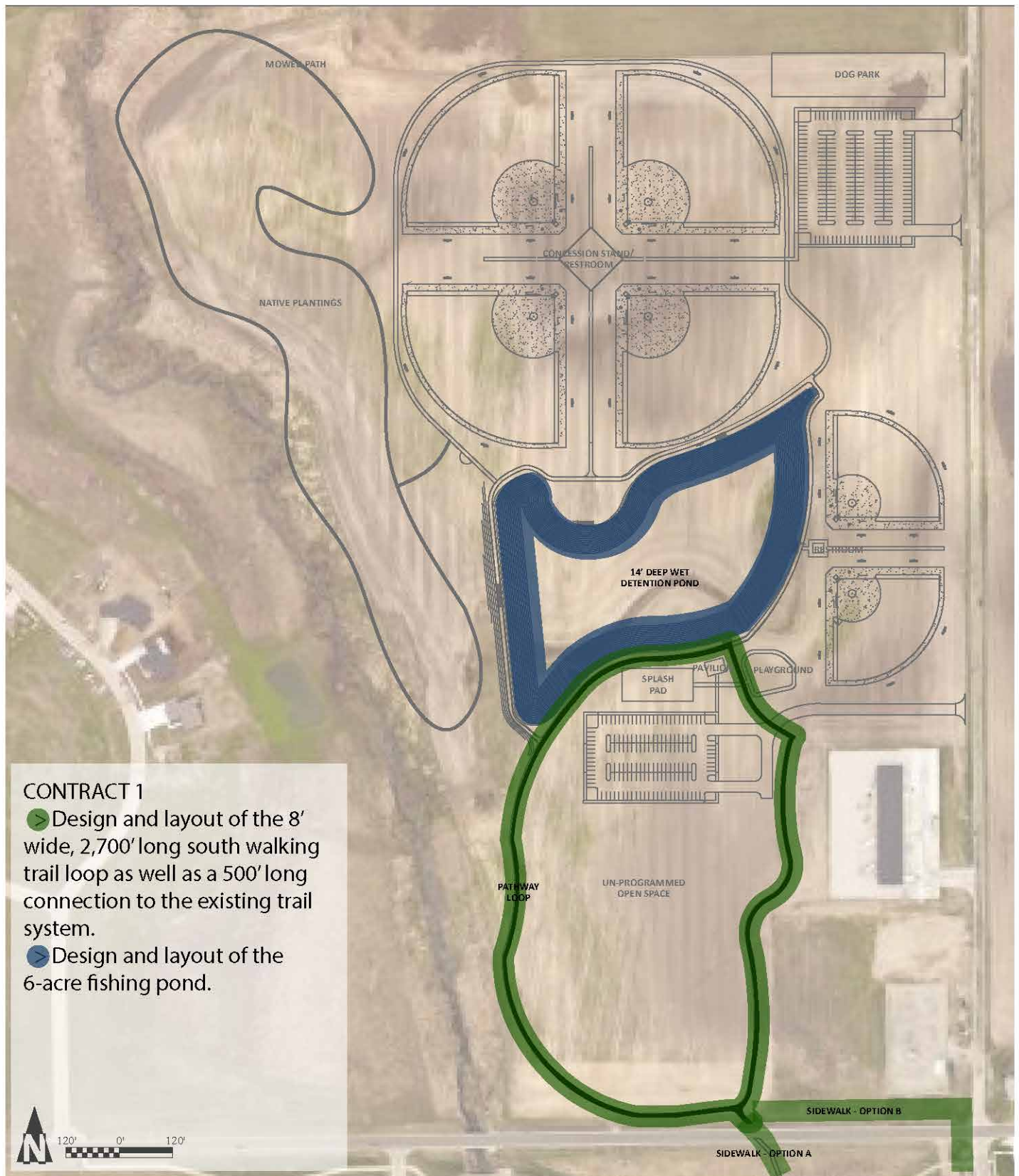
The above rates apply to all projects with exception to depositions and expert witness, in which all time spent for the preparation for depositions, providing the deposition, preparation for trials, and time spent in trial shall be billed at a rate of 2.0 times the above rate for all staff involved.

Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost.

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

Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 57.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

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



Village of Forsyth, Illinois

Forsyth Family Sports & Nature Park – LWCF Grant Compliance

Engineering Design Scope – Contract Option #1

Scope of Services

A. TOPOGRAPHIC SURVEY

1. Topographic Survey within the project limits of parcel numbers: 07-07-09-400-007 & 07-07-09-400-010 and including:
 - a. Oakland Avenue to east edge of pavement from northernmost property line south to the intersection of Forsyth Road.
 - b. Forsyth Road from westernmost property line to the intersection of Oakland Avenue.
 - c. Area south of Forsyth Road to the south edge of existing walking path from Forsyth Parkway to approximately 500' west.
 - d. Location of visible site utilities.
 - e. Pictures of existing conditions.
 - f. Process survey data.

B. ANTICIPATED PERMITS & REVIEWS

1. State Historic Preservation
2. EcoCAT
3. IEPA NOI
4. IDNR Review Submittal (assumes one round of coordination/comments)

C. SITE DESIGN & PLANS

1. Client Coordination
 - a. Assume approximately 16 hours of coordination.
2. Site Design
 - a. Layout of south walking trail loop.
 - b. Layout of connection to existing trail system across CH 20.
 - c. Layout of fishing/retention pond.
3. Drainage Design
 - a. Assume some detention may be required for this phase of the overall project.
 - b. Includes drainage/detention pond design for overall project accounting for future phase development assumptions.
4. Grading Design
 - a. Includes grading design of all 5 features listed under task C. 2. while accounting for future phase development grading assumptions.
 - b. Assumes excavated material will be stockpiled in a location not expected to be impacted by earlier phases of the overall development and outside of the floodplain.

5. Site Plans

- a. Cover Sheet
 - b. General Notes & Specifications
 - c. Topography / Removal Plan
 - d. Overall Site Plan
 - e. Site Plan(s)
 - f. SWPPP Notes
 - g. SWPP Plan(s)
 - h. Utility Plan(s)
 - i. Grading Plan(s)
 - j. Details
6. Engineer's Estimate of Probable Cost & Construction Estimate of Time

D. ITEMS NOT INCLUDED IN CURRENT SCOPE OF WORK (HANDLED UNDER FUTURE CONTRACTS):

1. Boundary Survey & Subdivision Plats (Completed during subdivision of property prior to acquisition)
2. Sanitary and Water Facility Design & Permits
3. Traffic Studies
4. Archaeological Surveys
5. Structural Design or Inspections
6. Future Phase Development Designs
7. Grant Applications (Addressed as potential funding sources are identified and come available)
8. Bid Assistance (Addressed once funding source is determined)
9. Construction Phase Assistance/Observation
10. Construction Staking
11. Record Drawings

LWCF GRANT COMPLAINE - CONTRACT OPTION 1

FORSYTH FAMILY SPORTS & NATURE PARK
VILLAGE OF FORSYTH, ILLINOIS

SOUTH WALKING TRAIL LOOP, CONNECTION TO EXISTING TRAIL SYSTEM ACROSS CH 20, AND FISHING POND

PAY ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
HOT-MIX ASPHALT PATHS, 2-1/2" (W/ 6" AGG. BASE) <i>EXISTING TRAIL CONNECTION</i>	400	SY	\$40.00	\$ 16,000.00
HOT-MIX ASPHALT PATHS, 2-1/2" (W/ 6" AGG. BASE) <i>SOUTH LOOP</i>	2,400	SY	\$40.00	\$ 96,000.00
EARTH EXCAVATION	108,000	CY	\$5.00	\$ 540,000.00
OUTLET/OVERFLOW CONTROL STRUCTURE	1	LS	\$20,000.00	\$ 20,000.00
MATERIAL STOCKPILING	108,000	CY	\$1.50	\$ 162,000.00
SEEDING	60	ACRES	\$2,500.00	\$ 150,000.00
CONSTRUCTION CONTINGENCIES (20%):				\$ 197,000.00
CONSTRUCTION TOTAL:				\$ 1,181,000.00
DESIGN SERVICES:				\$ 66,000.00
CONSTRUCTION SERVICES (8%):				\$ 95,000.00
TOTAL PROJECT ESTIMATE:				\$ 1,342,000.00

AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT DATA - DATE OF AGREEMENT: April 6, 2021 JOB NO.:

PROJECT NAME: Forsyth Family Sports & Nature Park - LWCF Grant Compliance

START DATE: April 7, 2021 ESTIMATED COMPLETION DATE: Coord. w/ Client

LOCATION: **Forsyth Family Sports & Nature Park**

CLIENT: Village of Forsyth, IL

CLIENT CONTACT: David Strohl, Village Administrator

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

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

SCOPE OF SERVICES- ** See Attached Option _____ Scope and Exhibit Map **

FEE BASIS - ☐ Lump Sum Amount

☒ Estimated Cost (figured on time and materials basis) \$ _____ Not To Exceed

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

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

DATE _____ CLIENT _____

BY _____

TITLE _____

CHASTAIN & ASSOCIATES LLC

DATE _____ BY _____

Title _____

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

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

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

FEE BASIS (COMPENSATION FOR PROFESSIONAL SERVICES) The basis for compensation will be either 1) Lump-Sum Amount as noted on the face of this agreement or 2) Estimated Amount (figured on time and materials basis) payment for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Schedule of Hourly Rates (available upon request) in effect plus reimbursable expenses.

"Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, reproduction or printing, computer time and outside consultants.

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 the time period specified, 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.

INSURANCE AND LIMITATION Consultant is covered by commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, automobile liability insurance and workers' compensation insurance with limits which Consultant considers reasonable. Certificates of all insurance shall be provided to Client upon request in writing. Client shall be named as an additional insured on all such insurance policies and Consultant shall provide a certificate evidencing such coverage prior to the commencement of work under this Agreement. Within the limits and conditions of such insurance, Consultant agrees to indemnify and hold Client harmless from any loss, damage or liability arising directly from any negligent act by Consultant. Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Consultant shall not be responsible for any loss, damage or liability arising from any act by Client, its agents, staff, other consultants, independent contractors, third parties or others working on project over which Consultant has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Consultant has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

PROFESSIONAL LIABILITY INSURANCE AND LIMITATION Consultant is covered by professional liability insurance for its professional acts, errors and omissions, with limits which Consultant considers reasonable, but in no case less than \$2,000,000 per occurrence. Certificates of insurance shall be provided to Client upon request in writing. Client shall be named as an additional insured on all such insurance policies and Consultant shall provide a certificate evidencing such coverage prior to the commencement of work under this Agreement. Within the limits and conditions of such insurance, Consultant agrees to indemnify and hold Client harmless from loss, damage or liability arising from professional acts by Consultant and errors or omissions that exceed the industry standard of care for the services provided. Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Consultant shall not be responsible for any loss, damage or liability arising from any act, error or omission by Client, its agents, staff, other consultants, independent contractors, third parties or others working on project over which Consultant has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Consultant has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

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

TERMINATION This agreement may be terminated by either party within fifteen days after receiving written notice. Any termination shall only be for good cause such as for legal, 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, specifications, and electronic files are instruments of service and remain the property of the Consultant. Sealed hardcopy plans provided by the Consultant are actual deliverables and have precedence over any electronic files supplied to the Client as a convenience. 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. 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. 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.

REUSE OF DOCUMENTS All documents including drawings and specifications furnished by Consultant pursuant to this Agreement are instruments of his services in respect of the work. 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. Nothing herein, however, shall limit the Client's right to use the documents for municipal purpose, including but not limited to the Client's right to use the document in an unencumbered manner for purposes of remediation, remodeling and/or construction.

ESTIMATES OF COST Estimate of probable project cost that may be provided for herein are to be made on the basis of the Consultants experience and qualifications and represent his 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 him. If the Client wishes greater assurance as to the Cost, he 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.

DISCLOSURE RESOLUTION The parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. If such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. If the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter a method jointly agreed upon by both parties.



2021 SCHEDULE OF RATES

<u>Classification</u>	<u>Per Hour Rate Net</u>		
	RANGE		
Engineers	From		To
Project Principal	\$216.00	-	\$219.00
Senior Project Manager	\$213.00	-	\$225.00
Project Manager II	\$168.75	-	\$183.00
Project Manager I	\$138.00	-	\$159.00
Project Engineer II	\$120.00	-	\$143.10
Project Engineer I	\$112.50	-	\$136.50
Engineer	\$79.50	-	\$107.10
Surveyors			
Chief of Survey	\$151.44	-	\$151.44
Surveyor II	\$93.00	-	\$130.50
Surveyor I	\$75.00	-	\$75.00
Technical			
Senior Technician	\$159.00	-	\$159.00
Tech. IV	\$127.50	-	\$141.00
Technician III	\$111.00	-	\$111.00
Technician II	\$92.70	-	\$109.20
Technician I	\$51.00	-	\$86.40
Office Services and Records			
Administrative	\$52.50	-	\$102.00

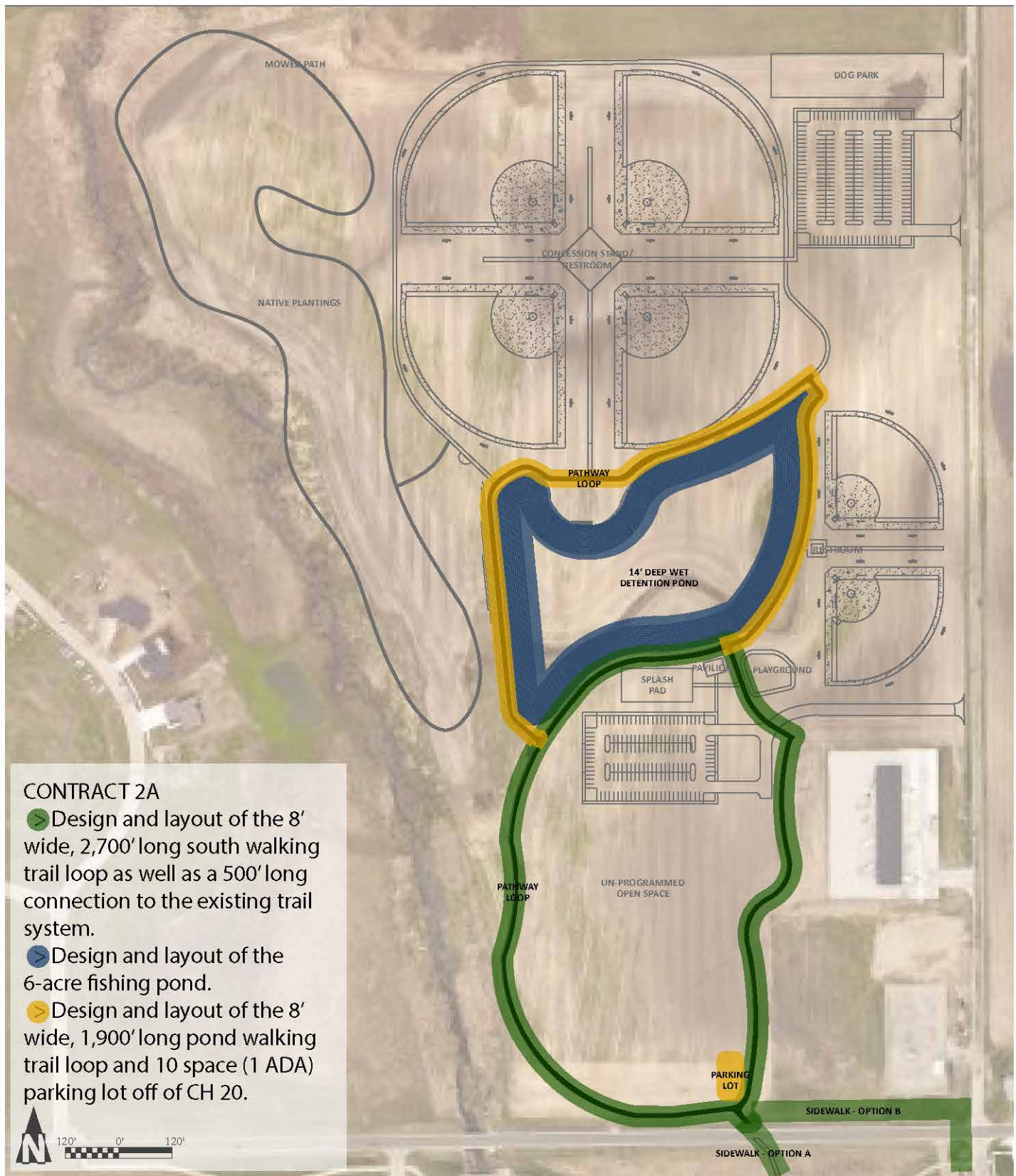
The above rates apply to all projects with exception to depositions and expert witness, in which all time spent for the preparation for depositions, providing the deposition, preparation for trials, and time spent in trial shall be billed at a rate of 2.0 times the above rate for all staff involved.

Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost.

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

Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 57.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

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



Village of Forsyth, Illinois

Forsyth Family Sports & Nature Park – LWCF Grant Compliance Engineering Design Scope – Contract Option #2A

Scope of Services

A. TOPOGRAPHIC SURVEY

1. Topographic Survey within the project limits of parcel numbers: 07-07-09-400-007 & 07-07-09-400-010 and including:
 - a. Oakland Avenue to east edge of pavement from northernmost property line south to the intersection of Forsyth Road.
 - b. Forsyth Road from westernmost property line to the intersection of Oakland Avenue.
 - c. Area south of Forsyth Road to the south edge of existing walking path from Forsyth Parkway to approximately 500' west.
 - d. Location of visible site utilities.
 - e. Pictures of existing conditions.
 - f. Process survey data.

B. ANTICIPATED PERMITS & REVIEWS

1. State Historic Preservation
2. EcoCAT
3. IEPA NOI
4. IDNR Review Submittal (assumes one round of coordination/comments)

C. SITE DESIGN & PLANS

1. Client Coordination
 - a. Assume approximately 16 hours of coordination.
2. Site Design
 - a. Layout of south walking trail loop.
 - b. Layout of connection to existing trail system across CH 20.
 - c. Layout of fishing/retention pond.
 - d. Layout of Pond walking trail loop.
 - e. Layout of 10 stall (1 ADA) parking lot with entrance off of CH 20.
3. Drainage Design
 - a. Assume some detention may be required for this phase of the overall project.
 - b. Includes drainage/detention pond design for overall project accounting for future phase development assumptions.
4. Grading Design
 - a. Includes grading design of all 5 features listed under task C. 2. while accounting for future phase development grading assumptions.
 - b. Assumes excavated material will be stockpiled in a location not expected to be impacted by earlier phases of the overall development and outside of the floodplain.

5. Site Plans
 - a. Cover Sheet
 - b. General Notes & Specifications
 - c. Topography / Removal Plan
 - d. Overall Site Plan
 - e. Site Plan(s)
 - f. SWPPP Notes
 - g. SWPP Plan(s)
 - h. Utility Plan(s)
 - i. Grading Plan(s)
 - j. Details
6. Engineer's Estimate of Probable Cost & Construction Estimate of Time

D. ITEMS NOT INCLUDED IN CURRENT SCOPE OF WORK (HANDLED UNDER FUTURE CONTRACTS):

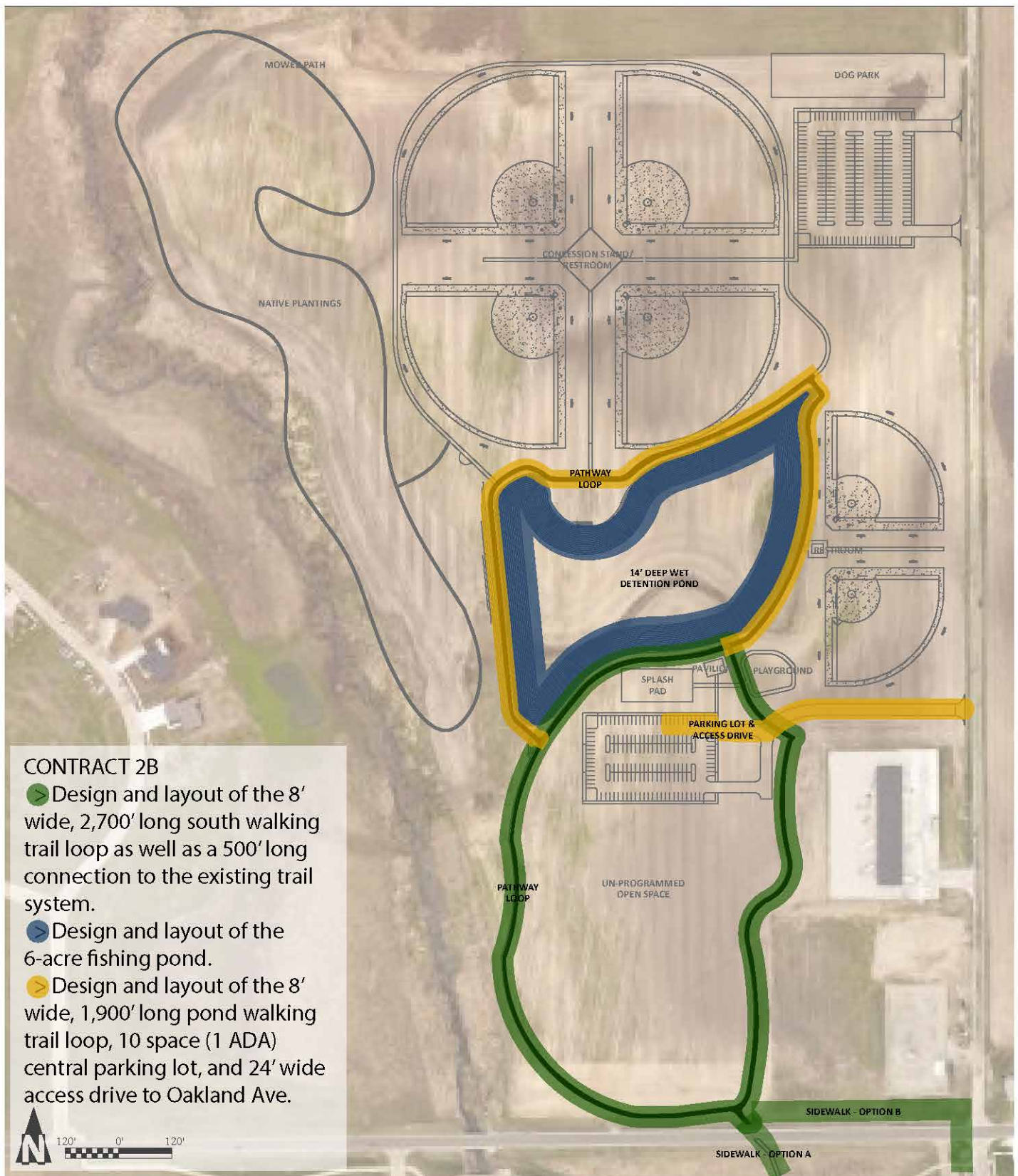
1. Boundary Survey & Subdivision Plats (Completed during subdivision of property prior to acquisition)
2. Sanitary and Water Facility Design & Permits
3. Traffic Studies
4. Archaeological Surveys
5. Structural Design or Inspections
6. Future Phase Development Designs
7. Grant Applications (Addressed as potential funding sources are identified and come available)
8. Bid Assistance (Addressed once funding source is determined)
9. Construction Phase Assistance/Observation
10. Construction Staking
11. Record Drawings

LWCF GRANT COMPLAINE - CONTRACT OPTION 2A

FORSYTH FAMILY SPORTS & NATURE PARK
VILLAGE OF FORSYTH, ILLINOIS

SOUTH WALKING TRAIL LOOP, CONNECTION TO EXISTING TRAIL SYSTEM ACROSS CH 20, FISHING POND, PERIMETER POND
WALKING TRAIL LOOP, & 10 STALL SOUTH PARKING LOT (INCL 1 ADA)

PAY ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
HOT-MIX ASPHALT PATHS, 2-1/2" (W/ 6" AGG. BASE) <i>EXISTING TRAIL CONNECTION</i>	400	SY	\$40.00	\$ 16,000.00
HOT-MIX ASPHALT PATHS, 2-1/2" (W/ 6" AGG. BASE) <i>SOUTH LOOP</i>	2,400	SY	\$40.00	\$ 96,000.00
HOT-MIX ASPHALT PATHS, 2-1/2" (W/ 6" AGG. BASE) <i>PERIMETER OF POND</i>	1,800	SY	\$40.00	\$ 72,000.00
HOT-MIX ASPHALT PARKING LOT, 3" (W/ 8" AGG. BASE)	600	SY	\$55.00	\$ 33,000.00
PCC ENTRANCE PAVEMENT, 6"	100	SY	\$60.00	\$ 6,000.00
PCC SIDEWALK, 5"	100	SF	\$10.00	\$ 1,000.00
PCC SIDEWALK - THICKENED EDGE, 5"	600	SF	\$15.00	\$ 9,000.00
PAVEMENT MARKINGS	1	LS	\$2,000.00	\$ 2,000.00
EARTH EXCAVATION	108,000	CY	\$5.00	\$ 540,000.00
OUTLET/OVERFLOW CONTROL STRUCTURE	1	LS	\$20,000.00	\$ 20,000.00
MATERIAL STOCKPILING	108,000	CY	\$1.50	\$ 162,000.00
SEEDING	60	ACRES	\$2,500.00	\$ 150,000.00
CONSTRUCTION CONTINGENCIES (20%):				\$ 222,000.00
CONSTRUCTION TOTAL:				\$ 1,329,000.00
DESIGN SERVICES:				\$ 78,000.00
CONSTRUCTION SERVICES (8%):				\$ 107,000.00
TOTAL PROJECT ESTIMATE:				\$ 1,514,000.00



Village of Forsyth, Illinois

Forsyth Family Sports & Nature Park – LWCF Grant Compliance

Engineering Design Scope – Contract Option #2B

Scope of Services

A. TOPOGRAPHIC SURVEY

1. Topographic Survey within the project limits of parcel numbers: 07-07-09-400-007 & 07-07-09-400-010 and including:
 - a. Oakland Avenue to east edge of pavement from northernmost property line south to the intersection of Forsyth Road.
 - b. Forsyth Road from westernmost property line to the intersection of Oakland Avenue.
 - c. Area south of Forsyth Road to the south edge of existing walking path from Forsyth Parkway to approximately 500' west.
 - d. Location of visible site utilities.
 - e. Pictures of existing conditions.
 - f. Process survey data.

B. ANTICIPATED PERMITS & REVIEWS

1. State Historic Preservation
2. EcoCAT
3. IEPA NOI
4. IDNR Review Submittal (assumes one round of coordination/comments)

C. SITE DESIGN & PLANS

1. Client Coordination
 - a. Assume approximately 16 hours of coordination.
2. Site Design
 - a. Layout of south walking trail loop.
 - b. Layout of connection to existing trail system across CH 20.
 - c. Layout of fishing/retention pond.
 - d. Layout of Pond walking trail loop.
 - e. Layout of 10 stalls (1 ADA) of the central parking lot with entrance to Oakland Ave.
3. Drainage Design
 - a. Assume some detention may be required for this phase of the overall project.
 - b. Includes drainage/detention pond design for overall project accounting for future phase development assumptions.
4. Grading Design
 - a. Includes grading design of all 5 features listed under task C. 2. while accounting for future phase development grading assumptions.
 - b. Assumes excavated material will be stockpiled in a location not expected to be impacted by earlier phases of the overall development and outside of the floodplain.

5. Site Plans
 - a. Cover Sheet
 - b. General Notes & Specifications
 - c. Topography / Removal Plan
 - d. Overall Site Plan
 - e. Site Plan(s)
 - f. SWPPP Notes
 - g. SWPP Plan(s)
 - h. Utility Plan(s)
 - i. Grading Plan(s)
 - j. Details
6. Engineer's Estimate of Probable Cost & Construction Estimate of Time

D. ITEMS NOT INCLUDED IN CURRENT SCOPE OF WORK (HANDLED UNDER FUTURE CONTRACTS):

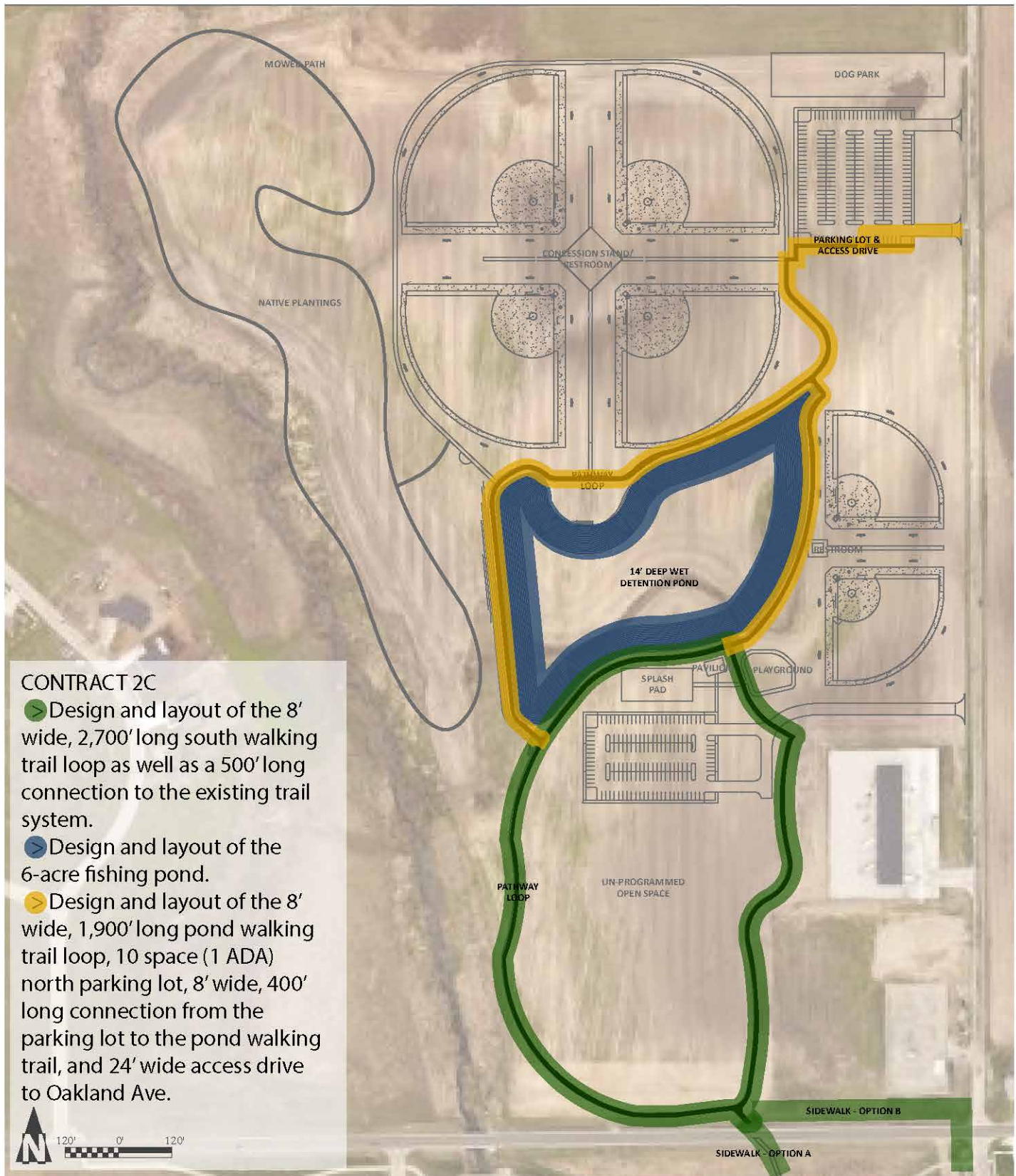
1. Boundary Survey & Subdivision Plats (Completed during subdivision of property prior to acquisition)
2. Sanitary and Water Facility Design & Permits
3. Traffic Studies
4. Archaeological Surveys
5. Structural Design or Inspections
6. Future Phase Development Designs
7. Grant Applications (Addressed as potential funding sources are identified and come available)
8. Bid Assistance (Addressed once funding source is determined)
9. Construction Phase Assistance/Observation
10. Construction Staking
11. Record Drawings

LWCF GRANT COMPLAINT - CONTRACT OPTION 2B

FORSYTH FAMILY SPORTS & NATURE PARK
VILLAGE OF FORSYTH, ILLINOIS

SOUTH WALKING TRAIL LOOP, CONNECTION TO EXISTING TRAIL SYSTEM ACROSS CH 20, FISHING POND, PERIMETER POND
WALKING TRAIL LOOP, & 10 STALL CENTRAL PARKING LOT (INCL 1 ADA)

PAY ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
HOT-MIX ASPHALT PATHS, 2-1/2" (W/ 6" AGG. BASE) <i>EXISTING TRAIL CONNECTION</i>	400	SY	\$40.00	\$ 16,000.00
HOT-MIX ASPHALT PATHS, 2-1/2" (W/ 6" AGG. BASE) <i>SOUTH LOOP</i>	2,400	SY	\$40.00	\$ 96,000.00
HOT-MIX ASPHALT PATHS, 2-1/2" (W/ 6" AGG. BASE) <i>PERIMETER OF POND</i>	1,800	SY	\$40.00	\$ 72,000.00
HOT-MIX ASPHALT PARKING LOT, 3" (W/ 8" AGG. BASE)	2,000	SY	\$55.00	\$ 110,000.00
PCC ENTRANCE PAVEMENT, 6"	100	SY	\$60.00	\$ 6,000.00
PCC SIDEWALK, 5"	700	SF	\$10.00	\$ 7,000.00
PCC SIDEWALK - THICKENED EDGE, 5"	600	SF	\$15.00	\$ 9,000.00
PAVEMENT MARKINGS	1	LS	\$2,000.00	\$ 2,000.00
EARTH EXCAVATION	108,000	CY	\$5.00	\$ 540,000.00
OUTLET/OVERFLOW CONTROL STRUCTURE	1	LS	\$20,000.00	\$ 20,000.00
MATERIAL STOCKPILING	108,000	CY	\$1.50	\$ 162,000.00
SEEDING	60	ACRES	\$2,500.00	\$ 150,000.00
CONSTRUCTION CONTINGENCIES (20%):				\$ 238,000.00
CONSTRUCTION TOTAL:				\$ 1,428,000.00
DESIGN SERVICES:				\$ 86,000.00
CONSTRUCTION SERVICES (8%):				\$ 115,000.00
TOTAL PROJECT ESTIMATE:				\$ 1,629,000.00



Village of Forsyth, Illinois

Forsyth Family Sports & Nature Park – LWCF Grant Compliance

Engineering Design Scope – Contract Option #2C

Scope of Services

A. TOPOGRAPHIC SURVEY

1. Topographic Survey within the project limits of parcel numbers: 07-07-09-400-007 & 07-07-09-400-010 and including:
 - a. Oakland Avenue to east edge of pavement from northernmost property line south to the intersection of Forsyth Road.
 - b. Forsyth Road from westernmost property line to the intersection of Oakland Avenue.
 - c. Area south of Forsyth Road to the south edge of existing walking path from Forsyth Parkway to approximately 500' west.
 - d. Location of visible site utilities.
 - e. Pictures of existing conditions.
 - f. Process survey data.

B. ANTICIPATED PERMITS & REVIEWS

1. State Historic Preservation
2. EcoCAT
3. IEPA NOI
4. IDNR Review Submittal (assumes one round of coordination/comments)

C. SITE DESIGN & PLANS

1. Client Coordination
 - a. Assume approximately 16 hours of coordination.
2. Site Design
 - a. Layout of south walking trail loop.
 - b. Layout of connection to existing trail system across CH 20.
 - c. Layout of fishing/retention pond.
 - d. Layout of Pond walking trail loop.
 - e. Layout of 10 stalls (1 ADA) of the north parking lot with entrance to Oakland Ave.
 - f. Layout of a connection from the north parking lot to the pond walking trail.
3. Drainage Design
 - a. Assume some detention may be required for this phase of the overall project.
 - b. Includes drainage/detention pond design for overall project accounting for future phase development assumptions.
4. Grading Design
 - a. Includes grading design of all 6 features listed under task C. 2. while accounting for future phase development grading assumptions.
 - b. Assumes excavated material will be stockpiled in a location not expected to be impacted by earlier phases of the overall development and outside of the floodplain.

5. Site Plans

- a. Cover Sheet
- b. General Notes & Specifications
- c. Topography / Removal Plan
- d. Overall Site Plan
- e. Site Plan(s)
- f. SWPPP Notes
- g. SWPP Plan(s)
- h. Utility Plan(s)
- i. Grading Plan(s)
- j. Details

6. Engineer's Estimate of Probable Cost & Construction Estimate of Time

D. ITEMS NOT INCLUDED IN CURRENT SCOPE OF WORK (HANDLED UNDER FUTURE CONTRACTS):

- 1. Boundary Survey & Subdivision Plats (Completed during subdivision of property prior to acquisition)
- 2. Sanitary and Water Facility Design & Permits
- 3. Traffic Studies
- 4. Archaeological Surveys
- 5. Structural Design or Inspections
- 6. Future Phase Development Designs
- 7. Grant Applications (Addressed as potential funding sources are identified and come available)
- 8. Bid Assistance (Addressed once funding source is determined)
- 9. Construction Phase Assistance/Observation
- 10. Construction Staking
- 11. Record Drawings

LWCF GRANT COMPLAINE - CONTRACT OPTION 2C

FORSYTH FAMILY SPORTS & NATURE PARK
VILLAGE OF FORSYTH, ILLINOIS

SOUTH WALKING TRAIL LOOP, CONNECTION TO EXISTING TRAIL SYSTEM ACROSS CH 20, FISHING POND, PERIMETER POND
WALKING TRAIL LOOP, 10 STALL NORTH PARKING LOT (INCL 1 ADA), & TRAIL CONNECTION TO NORTH PARKING LOT

PAY ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
HOT-MIX ASPHALT PATHS, 2-1/2" (W/ 6" AGG. BASE) <i>EXISTING TRAIL CONNECTION</i>	400	SY	\$40.00	\$ 16,000.00
HOT-MIX ASPHALT PATHS, 2-1/2" (W/ 6" AGG. BASE) <i>SOUTH LOOP</i>	2,400	SY	\$40.00	\$ 96,000.00
HOT-MIX ASPHALT PATHS, 2-1/2" (W/ 6" AGG. BASE) <i>PERIMETER OF POND</i>	1,800	SY	\$40.00	\$ 72,000.00
HOT-MIX ASPHALT PATHS, 2-1/2" (W/ 6" AGG. BASE) <i>CONNECTION TO NORTH PARKING LOT</i>	300	SY	\$40.00	\$ 12,000.00
HOT-MIX ASPHALT PARKING LOT, 3" (W/ 8" AGG. BASE)	800	SY	\$55.00	\$ 44,000.00
PCC ENTRANCE PAVEMENT, 6"	100	SY	\$60.00	\$ 6,000.00
PCC SIDEWALK, 5"	200	SF	\$10.00	\$ 2,000.00
PCC SIDEWALK - THICKENED EDGE, 5"	1,200	SF	\$15.00	\$ 18,000.00
PAVEMENT MARKINGS	1	LS	\$2,000.00	\$ 2,000.00
EARTH EXCAVATION	108,000	CY	\$5.00	\$ 540,000.00
OUTLET/OVERFLOW CONTROL STRUCTURE	1	LS	\$20,000.00	\$ 20,000.00
MATERIAL STOCKPILING	108,000	CY	\$1.50	\$ 162,000.00
SEEDING	60	ACRES	\$2,500.00	\$ 150,000.00
CONSTRUCTION CONTINGENCIES (20%):				\$ 228,000.00
CONSTRUCTION TOTAL:				\$ 1,368,000.00
DESIGN SERVICES:				\$ 81,000.00
CONSTRUCTION SERVICES (8%):				\$ 110,000.00
TOTAL PROJECT ESTIMATE:				\$ 1,559,000.00

OLD BUSINESS

ITEM 2

MEMORANDUM

To: The Honorable President and Board of Trustees
From: David A. Strohl, Village Administrator
Date: April 1, 2021
Subject: Village Vision Newsletter

As you know, there was discussion at the March 2 Board meeting regarding the Village Vision newsletter. This discussion was a result of John Moody no being longer available to produce the Village Vision. This situation provided an opportunity to review how the Village communicates with residents and determine whether or not there are other, more appropriate options besides how we have been doing things. As there was no clear consensus by the Board at the March 2 Board meeting as to how to move forward, Staff has explored various options in order to present its recommendations for your consideration.

This issue has been discussed previously, originally in 2016 as part of the Village's Strategic Plan and again in 2020, with no changes being made either time besides the adoption of a municipal newsletter policy. All of the discussions regarding the Village Vision have focused on three things: content, format, and frequency. This time is no different. Discussion of each of these items follows.

Content: The issue of content has two components or elements to it. One of these components or elements is that of perspective. Currently, the Village Vision is a combination of news reporting, which is retrospective, and information sharing, which is more prospective. In my experience, newsletters generally focus on information sharing, although this may occasionally involve reporting on what has previously taken place, and I believe this is what we should be focusing on. If we move away from the news reporting and focus on information sharing, I believe that it is possible to take production of the newsletter in-house; however, if we continue with the news reporting, I don't believe that is sustainable with current staffing. In addition, I believe that it may be difficult to attract and retain a qualified independent contractor to take on this work.

The other component or element is that of audience. I believe that there are two audiences to be considered: the general public and library patrons. Each of these audiences have different needs and desire different kinds of information. This results in what I consider to be two different kinds of newsletters: 1) a "municipal newsletter" for the general public providing information on upcoming events (such as the Forsyth Family Fest) and projects (such as upcoming street projects), information on Village services (such as the leaf and tree limb programs), and other similar types of information, and 2) a "library newsletter" for library patrons providing information on library services, programs, and products.

I have come to believe, and I recommend, that there should be two separate newsletters, a "municipal newsletter" and a "library newsletter," each focused on information sharing instead of news reporting and that production be taken in-house.

The Honorable President and Board of Trustees
Page 2
April 1, 2021

Frequency: As you know, the Village Vision is currently published 2 times per month or 24 times per year. Quite simply, this is too often, especially if we transition to two newsletters. In addition, publishing a newsletter twice a month is not sustainable if production of the newsletter is taken in-house. I have discussed this with Library Director Miller and I believe that it's best to produce and distribute a "library newsletter" on a monthly basis, given the quantity and type or nature of the information that the Library has to get out to patrons. On the other hand, given the quantity and type or nature of the information that a "municipal newsletter" would generate and require, I believe that less frequent production and distribution is necessary. Accordingly, I recommend that such "municipal newsletter" be produced and distributed on a quarterly basis and such "library newsletter" be produced and distributed on a monthly basis.

Format: Staff has examined what format or formats would be best; namely, e-mail, print, or both. Staff has reviewed a number of issues, including ease and efficiency of creation and distribution, appearance when printed, etc. Quite simply, there is no single perfect solution. While I am a big proponent of using multiple communication channels to reach different audiences, in examining this issue, I have come to believe that the Village would best be served by transitioning to a newsletter produced and distributed using an electronic mail marketing software, with copies of the e-mail newsletters printed and available to the public for those who may desire a print version. Staff has researched using Constant Contact to develop and distribute an e-mail newsletter and at this time believe it to be the most viable option. Accordingly, I recommend that the newsletters be produced and distributed using an electronic mail marketing software such as Constant Contact.

In summary, I believe it is time for a paradigm shift in how the Village communicates with residents. With more and more things moving online, this is a perfect opportunity for the Village to modernize its communication efforts, reduce costs, increase efficiency, and focus efforts on those who choose to stay abreast on Village matters instead of using a mass distribution strategy. Accordingly, I recommend the following:

1. There should be two separate newsletters, a "municipal newsletter" and a "library newsletter," each focused on information sharing instead of news reporting.
2. That production of such newsletters be taken in-house.
3. That the "municipal newsletter" be produced and distributed on a quarterly basis and the "library newsletter" be produced and distributed on a monthly basis.
4. That the newsletters be produced and distributed using an electronic mail marketing software such as Constant Contact.

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

NEW BUSINESS

ITEM 1

MEMORANDUM

To: The Honorable President and Board of Trustees
From: David A. Strohl, Village Administrator
Date: March 30, 2021
Subject: Approval Of Geographic Information System (GIS) Project

As you know, Staff has explored moving the Village's geographic information system (GIS) from a desktop to a cloud-based system that would allow for better utilization. That transition was made at the expiration of the desktop software license at the end of February. With that transition in place, we now must turn to inputting data and other information into the GIS. Based on various Staff conversations on the matter, the following items that could be included in the Village's GIS have been identified (* indicates those items which are or may be available in an electronic format for import):

- *Sanitary Sewer Mains (Date Of Installation, Depth, Material, Size)
- Storm Sewer Mains (Date Of Installation, Depth, Material, Size)
- Sump Pump Lines And Clean Outs (Date Of Installation, Depth, Size)
- *Water Mains (Date Of Installation, Depth, Material, Size)

- *Fire Hydrants (Date Of Installation, Size)
- Manholes
- Valves (Date Of Installation)

- *Recreational Trails
- *Street Improvements (Past, Future)

- *Addresses
- *Property Identification Numbers (PINs)
- *Property Lines

- Street Lights
- * Street Name Signs
- * Traffic Control Signs

- *Enterprise Zone Map
- *Floodplain Map
- *Tax Increment Financing (TIF) District Map
- *Zoning Map

As Staff does not have the time or expertise to incorporate the existing electronic files into the GIS, proposals were solicited from Chastain & Associates and from Cloudpoint Geospatial to provide those services. Accompanying this memorandum are copies of the proposals that were received. Once the items available in electronic format are incorporated into the GIS, Public Works Staff will be trained on how to gather and input information on those items not available

The Honorable President and Board of Trustees
Page 2
March 30, 2021

in electronic format.

Based on the proposals received, including the proposed costs and scope of services, as well as Chastain & Associates' familiarity with the Village's infrastructure and access to information, I recommend approval of the accompanying Agreement For Professional Services with Chastain & Associates. As always, if you are in need of anything further regarding this or any other matter, please do not hesitate to contact me.

March 29, 2021

David A. Strohl, ICMA-CM
Village Administrator
Village of Forsyth
301 South Route 51
Forsyth, Illinois 62535

RE: GIS Services for the Village of Forsyth, Illinois

Dear Mr. Strohl,

As always, it is a pleasure to continue to serve the Village of Forsyth and your infrastructure needs. As your Village Engineer, we have decades of firsthand knowledge and information on the Village's existing infrastructure. Within this letter, you will find our proposal to begin this process by converting our CAD utility files and a few of the other map files into an online mapping format for use by the Village. These conversions will be a critical first step for the Village to take in order to gain the ability to manage its critical assets for future capital improvements. The ongoing possibilities for the Village are endless with GIS. It is a powerful tool that will improve your planning and execution efforts, saving you both time and money. This will be most advantageous as it will work to keep institutional knowledge with the Village as employees move on or retire.

Chastain has a significant amount of experience developing and working with GIS databases for smaller municipalities in Macon County and surrounding areas. Multiple communities in central Illinois have begun moving away from CAD based utility mapping in favor of GIS databases and mapping. These communities have looked to Chastain for assistance in this transition not only due to our existing knowledge of their utility systems but with our ever-expanding expertise in the use of GIS. With the 2017 acquisition of BGM Engineering, all of the existing records for the Village including subdivision plans, site plans, utility installations, roadway plans, etc. were added to the Chastain archives. Access to these records will prove essential successful deployment and future development of the Village's GIS database.

Again, thank you for the opportunity to continue to serve the Village's needs. Should you have any question or issues regarding the attached proposal, please feel free to contact me at 217.422.8544 or mfoster@chastainengineers.com at your convenience.

Sincerely,



Matthew B. Foster, PE, PLS
Project Manager

Project Scope

A. COUNTY & EXISTING GIS DATA

FREE

We have obtained the following data from previous GIS mapping work, Macon County, and Macon County Emergency Telephone System Board:

- 1) Addresses
- 2) Property Identification Numbers (PINs) and Ownership
- 3) Property Lines
- 4) Street Centerlines
- 5) Floodplains
- 6) Street Signs

We have already put this data into an MXD file for the Village's use and will send to the Village. A pdf of map showing Sign Condition (which can be sorted another way), parcels/property lines (with all assessor's data linked, included PINs and Ownership), streets, Village Limits, and the floodplain is attached.

B. WORKING MEETING

\$1,150

At the beginning of the process, we will sit down with the Village to review the data that we have in-house. These data sets include:

- 1) Water Main Map
- 2) Sanitary Sewer & Manhole Map
- 3) Storm Sewer, Inlet & Manhole Map
- 4) Recreational Trails
- 5) Street Improvements
- 6) Fire Hydrants
- 7) Enterprise Zone Boundary
- 8) Tax Increment Financing (TIF) Boundary
- 9) Zoning Districts

The goal of this working meeting is to establish the existing data collected with each asset and identify additional data desired to be collected with each asset in the future. For example, for the water mains and sanitary sewer mains the Village may have need to collect the following information: the date of installation, the depth, the material, the size, the condition, notes, photos, files, etc. While only a few of the fields may be known at this time, it will be good to identify desired fields to collect from this point forward.

This data can then be updated and altered by field crews and staff as need be to ensure a real time assessment of the Village's current condition and needs.

C. CAD FILE CONVERSION & CLEAN UP**\$5,850**

Chastain will take all of CAD files listed in Section B. and convert them to .shp and .gdb files for the Village's exclusive use. We will then take the information decided upon by the Village at the working meeting and create the desired fields and drop-down menus for future collection by the Village.

D. TRAINING WORKSHOP**\$1,700**

Chastain will host a half day on-site Training Workshop with Village staff. This meeting will introduce Village staff to ArcGIS Online, and educate on how to collect the data for asset management. Since it is a working meeting, the Village should provide a tablet for the specific use of field data collection. This can be used for other future field operations. In addition, Chastain will also work with Village office staff in regard to working with a multitude of the GIS features available during this workshop.

**E. FUTURE ASSET COLLECTION**

After completion of the initial GIS database development, Chastain will be able to work with the Village on expansion of the information within the database. Additional information such as the following is available for a significant number of Village utilities within the Chastain archives.

- 1) Water Main Pipes – Date of Installation, Depth, Material, etc.
- 2) Sanitary Sewer Pipes – Date of Installation, Materials, etc.
- 3) Sanitary Sewer Manholes – Date of Installation, Type, Diameter, Top of Casting & Invert Elevations, etc.
- 4) Storm Sewer Pipes – Date of Installation, Material, etc.
- 5) Storm Sewer Manholes – Date of Installation, Type, Diameter, Casting Type, Top of Casting & Invert Elevations, etc.
- 6) Storm Sewer Inlets – Date of Installation, Type, Diameter, Casting Type, Top of Casting & Invert Elevations, etc.

The above list is not all inclusive of the information available in the Chastain archives. There is also a wide variety of additional mapping features available that can be added to the GIS database at a later date.

- 1) Water Valve locations
- 2) Water Tap locations
- 3) Sanitary Sewer Tap locations
- 4) Sump Pump Lines and Clean Out locations

Proposals for the addition of this information can be handled on a time & material basis or specific contracts as the Village desires.

PROJECT DATA -	DATE OF AGREEMENT:	April 6, 2021	JOB NO.:
	PROJECT NAME:	Forsyth GIS Initial Developement	
	START DATE:	April 7, 2021	ESTIMATED COMPLETION DATE: Coord. w/ Client
	LOCATION:	Forsyth, IL	
	CLIENT:	Village of Forsyth, IL	
	CLIENT CONTACT:	David Strohl, Village Administrator	
	BILLING ADDRESS:	301 South US 51, Forsyth, IL 62535	
	CLIENT PHONE #:	217-877-9445	

Page 1 of 2

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) payment for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Schedule of Hourly Rates (available upon request) in effect plus reimbursable expenses.

"Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, reproduction or printing, computer time and outside consultants.

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 the time period specified, 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.

INSURANCE AND LIMITATION Consultant is covered by commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, automobile liability insurance and workers' compensation insurance with limits which Consultant considers reasonable. Certificates of all insurance shall be provided to Client upon request in writing. Client shall be named as an additional insured on all such insurance policies and Consultant shall provide a certificate evidencing such coverage prior to the commencement of work under this Agreement. Within the limits and conditions of such insurance, Consultant agrees to indemnify and hold Client harmless from any loss, damage or liability arising directly from any negligent act by Consultant. Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Consultant shall not be responsible for any loss, damage or liability arising from any act by Client, its agents, staff, other consultants, independent contractors, third parties or others working on project over which Consultant has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Consultant has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

PROFESSIONAL LIABILITY INSURANCE AND LIMITATION Consultant is covered by professional liability insurance for its professional acts, errors and omissions, with limits which Consultant considers reasonable, but in no case less than \$2,000,000 per occurrence. Certificates of insurance shall be provided to Client upon request in writing. Client shall be named as an additional insured on all such insurance policies and Consultant shall provide a certificate evidencing such coverage prior to the commencement of work under this Agreement. Within the limits and conditions of such insurance, Consultant agrees to indemnify and hold Client harmless from loss, damage or liability arising from professional acts by Consultant and errors or omissions that exceed the industry standard of care for the services provided. Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Consultant shall not be responsible for any loss, damage or liability arising from any act, error or omission by Client, its agents, staff, other consultants, independent contractors, third parties or others working on project over which Consultant has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Consultant has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

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

TERMINATION This agreement may be terminated by either party within fifteen days after receiving written notice. Any termination shall only be for good cause such as for legal, 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, specifications, and electronic files are instruments of service and remain the property of the Consultant. Sealed hardcopy plans provided by the Consultant are actual deliverables and have precedence over any electronic files supplied to the Client as a convenience. 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. 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. 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.

REUSE OF DOCUMENTS All documents including drawings and specifications furnished by Consultant pursuant to this Agreement are instruments of his services in respect of the work. 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. Nothing herein, however, shall limit the Client's right to use the documents for municipal purpose, including but not limited to the Client's right to use the document in an unencumbered manner for purposes of remediation, remodeling and/or construction.

ESTIMATES OF COST Estimate of probable project cost that may be provided for herein are to be made on the basis of the Consultants experience and qualifications and represent his 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 him. If the Client wishes greater assurance as to the Cost, he 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.

DISCLOSURE RESOLUTION The parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. If such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. If the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter a method jointly agreed upon by both parties.



2021 SCHEDULE OF RATES

<u>Classification</u>	<u>Per Hour Rate Net</u>		
	RANGE		
Engineers	From		To
Project Principal	\$216.00	-	\$219.00
Senior Project Manager	\$213.00	-	\$225.00
Project Manager II	\$168.75	-	\$183.00
Project Manager I	\$138.00	-	\$159.00
Project Engineer II	\$120.00	-	\$143.10
Project Engineer I	\$112.50	-	\$136.50
Engineer	\$79.50	-	\$107.10
Surveyors			
Chief of Survey	\$151.44	-	\$151.44
Surveyor II	\$93.00	-	\$130.50
Surveyor I	\$75.00	-	\$75.00
Technical			
Senior Technician	\$159.00	-	\$159.00
Tech. IV	\$127.50	-	\$141.00
Technician III	\$111.00	-	\$111.00
Technician II	\$92.70	-	\$109.20
Technician I	\$51.00	-	\$86.40
Office Services and Records			
Administrative	\$52.50	-	\$102.00

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

Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost.

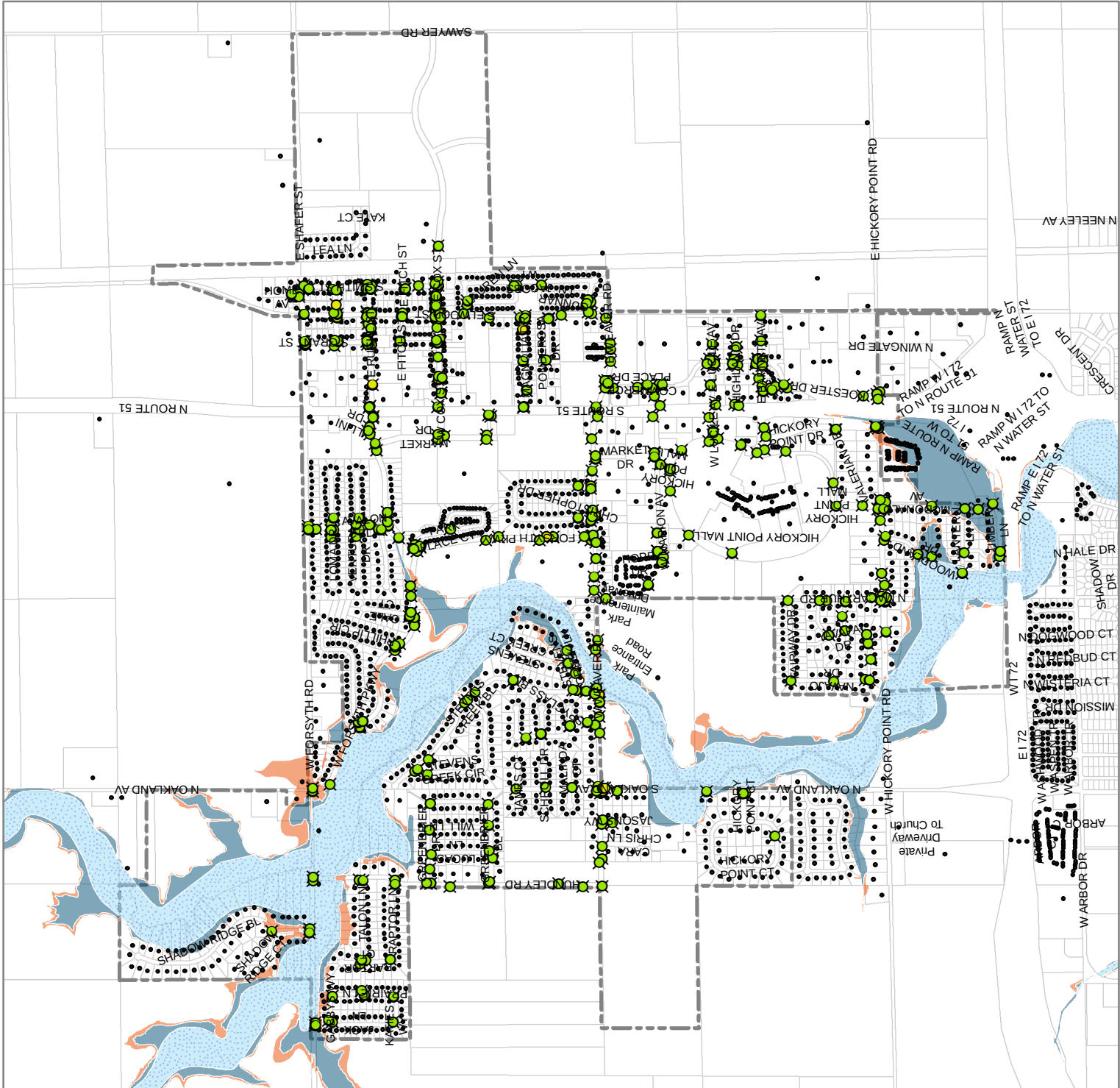
A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$200.00 per day or actual rental cost. The use of a drone for aerial surveys or photography will be invoiced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

Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 57.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

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

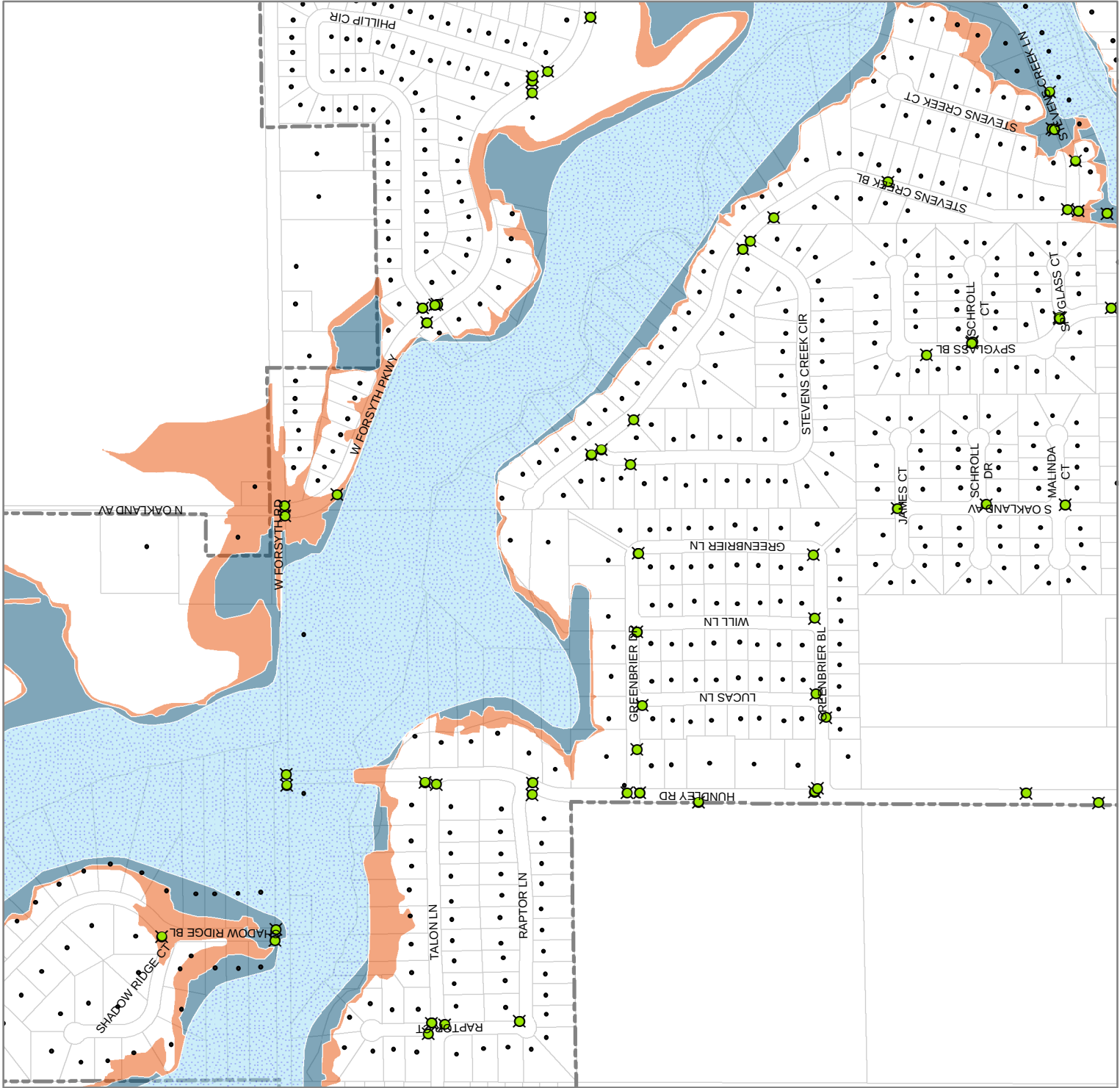
SIGN CONDITION
&
ADDRESSES

MARCH 18, 2021



SIGN CONDITION & ADDRESSES

MARCH 18, 2021



Sign Condition

- Very Poor
- Poor
- Fair
- Good
- Very Good
- Post
- Addresses

Floodplain

- 0.2% Annual Chance Flood Hazard
- 1% Depth Less than 1'
- Floodway
- Village Limits
- Parcels



PROPOSAL FOR GIS IMPLEMENTATION

for the Village of Forsyth, IL



Abstract

The following proposal is provided to the Village of Forsyth, IL for deploying a centralized GIS system for use by Village staff as well as the general public.

By: Jonathan Hodel, PE, GISP
Cloudpoint Geospatial, Inc.
1407 W Front St. Roanoke, IL 61561
www.cloudpointgeo.com

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COVER LETTER

Mr. David Strohl
Village Administer
Village of Forsyth, IL
301 South Route 51
Forsyth, IL 62535

Re: Proposal for Professional GIS Services

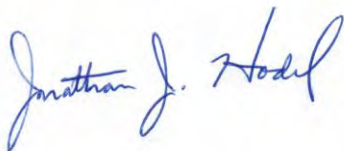
Dear Mr. Strohl:

I would like to thank you for the recent opportunity to talk with you to discuss your village's GIS needs. Cloudpoint Geospatial is pleased to provide this proposal to the Village of Forsyth for deploying a centralized GIS system for use by Village staff and the public.

As you know, Cloudpoint Geospatial is a professional GIS services provider with a strong focus on local government solutions. All of these solutions are delivered through the well-known Esri platform and specifically tailored to municipal and county governments in areas such as public services, land records, transportation, and infrastructure. We offer a variety of GIS services within this realm including enterprise implementation, project management, onsite and remote technical support & training, field inventories, along with GIS planning, analysis, and administration. Our distinct advantage over other service providers is found in our strong background of local government experience which includes a combined 20+ years of service in the public sector as county or governmental employees and 35+ years of overall experience.

Upon your review, you will find that Cloudpoint has unmatched dedication to meeting our Client's needs and exceeding their expectations. For answers to questions regarding this proposal, please contact me at jhodel@cloudpointgeo.com or (877) 377-8124.

Sincerely,



Jonathan J. Hodel, President
Cloudpoint Geospatial, Inc.



OVERVIEW

Cloudpoint Geospatial, Inc. (hereinafter referred to as “Cloudpoint”) has developed tools and solutions for many local agencies throughout the country allowing them to take advantage of the latest GIS technology available and helping them to develop long term strategies that will benefit them for years to come. Most importantly these technologies are commercial off-the-shelf (COTS) configured allowing Client staff to have the greatest amount of flexibility for ongoing data maintenance and GIS support once the project has been completed.

Cloudpoint is pleased to submit this proposal for professional GIS services to support the Village of Forsyth, IL (hereinafter referred to as “the Client”) in achieving its goals for establishing a modern and updated GIS system with online and mobile capabilities.

SCOPE OF SERVICES

Our execution strategy incorporates proven methodologies, extremely qualified personnel, and a highly responsive approach to managing deliverables. Following is a description of the scope of services outlining the project, how the project will be developed, a proposed timeline of events, and estimate of cost of the project.

The Professional Services in this contract provide the following:

- Setup of ArcGIS Online for Organizations up to 4 user accounts
- Importing the Clients data, if available, into GIS format
- Configuration of up to 3 groups
- Setting Up ArcGIS Online Security.
- Establishment of workflow for data transfer into ArcGIS online cloud.
- Creation of up to 3 customized web maps
- Introduction of Esri Maps for Office.
- Deployment of Esri mobile application devices for client to use.
- Training of key staff members on internal applications, customization and administration of the platform.
- Customization and administration of the platform.
- Sharing maps and data with 3rd parties.

CLIENT SUPPORT

The following information is to be supplied by the Client for this project. For Cloudpoint Geospatial, Inc. to meet project milestones, this material must be supplied on time.

1. The Client will be responsible for providing remote access to onsite network infrastructure as needed.
2. The Client will provide an administrative (Creator) users and access to their ArcGIS Online Organization for the duration of the project.
3. The Client will provide GIS data in electronic format (CAD, shp, or GIS data) to be imported in the GIS system.

On February 23, 2021, the Client provided the following list of items they wish to incorporate into a GIS platform. Only data that is provided in electronic format will be imported into the GIS.

ARE (OR MAY BE) AVAILABLE IN ELECTRONIC FORMAT:

- Water Mains (Date Of Installation, Depth, Material, Size)
- Sanitary Sewer Mains (Date Of Installation, Depth, Material, Size)
- Fire Hydrants (Date Of Installation, Size)
- Recreational Trails
- Street Improvements (Past, Future)
- Addresses
- Property Identification Numbers (PINs)
- Property Lines
- Street Name Signs
- Traffic Control Signs
- Enterprise Zone Map
- Floodplain Map
- Tax Increment Financing (TIF) District Map
- Zoning Map

NOT AVAILABLE IN ELECTRONIC FORMAT:

- Storm Sewer Mains (Date Of Installation, Depth, Material, Size)
- Sump Pump Lines And Clean Outs (Date Of Installation, Depth, Size)
- Manholes
- Valves (Date Of Installation)
- Street Lights

Note: Cloudpoint will not be responsible for data accuracy for layers provided by the Client.

SCHEDULE

Project startup shall be scheduled within fifteen (15) days upon Cloudpoint receiving a signed contract unless otherwise instructed by the Client. The project will be completed within ninety days (90) from project startup barring any delays caused by acts of nature or contractual changes.

COST OF SERVICES

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 90 days from the date of this proposal:

Services Cost	Price
Cloudpoint ArcGIS Online Kickstart	\$9,500.00
Total	\$9,500.00

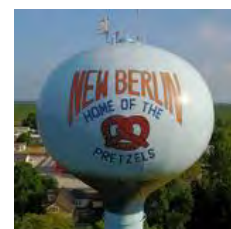
Disclaimer: The prices listed in the preceding table are lump sum cost for the services outlined above. Work performed outside of this scope of services shall be charged at the standard hourly billing rates.

REFERENCES

Following is a list of past and current clients who we have assisted with ArcGIS Online implementation and Managed Services:

VILLAGE OF NEW BERLIN, IL

LOCATION: New Berlin, IL
TYPE: ArcGIS Online Deployment
DATE: July - August 2020
CONTACT: Garrett Kemp - Utilities Supervisor
 (217) 488-6312
 garretkemp@newberlin.il.us



DESCRIPTION: Set up and configured their ArcGIS Online organization and user account, published all their CAD data to ArcGIS Online, and from there created and configured a web map with all of their data so that they could edit, update, and maintain their asset inventory by using Collector. Provided remote training for their primary user on how to use and update the web map on a desktop, and how to use the web map on Collector on a mobile device for the field. Since then, we have provided additional technical support by answering workflow questions, making updates to the web map as requested, etc.

VILLAGE OF BURR RIDGE

LOCATION: Burr Ridge, IL
TYPE: Managed GIS Services with ArcGIS Online Kickstart
DATE: 2018 - present
CONTACT: Evan Walter- Assistant Village Administrator
 (630) 654-8181
 ewalter@burr-ridge.gov



DESCRIPTION: The Village of Burr Ridge was looking to expand the use of its GIS capabilities and move away from an off-premise hosted GIS package that limited customization and did not appropriately engage its users. They contract with Cloudpoint to provide a more robust GIS solution through the use of managed GIS services hosted on the ArcGIS Online cloud. Cloudpoint continues to provide onsite remote GIS services and administers the Client's ArcGIS Online account providing data updates and web applications that are specifically tailored to fit the needs of the organization. The Village has been very pleased with Cloudpoint's professional staff and its ability to effective current solutions and looks forward to maintaining this long-term partnership in the years to come.

CITY OF WASHINGTON, IL

LOCATION: Washington, IL
TYPE: Managed GIS Services
DATE: 2016-present
CONTACT: Jon Oliphant, AICP, CFM – Planning and Development Director
 309-444-1135
 joliphant@ci.washington.il.us



DESCRIPTION: Cloudpoint currently manages all of the GIS services for the City of Washington, IL and provides one of our GISP professionals onsite one day per week to update and enhance the city's GIS layers as well as coordinate future planning and setting a vision on where the City wants to take their GIS program. This work has included utility network layers and pipe flow analysis, addressing, mobile GIS implementation, and online web maps. Each department has recognized tremendous value in their use of the GIS system and the city has been able to save money with the heavy overhead expenses of full-time staff. With the purchase of an ArcGIS Online Organizational subscription from Esri, the city has been able to take advantage of the entire GIS platform using both desktop and cloud-based tools.

PERSONNEL

We maintain a staff of highly trained GIS professionals having a combined 35+ years of public sector experience.

JONATHAN J. HODEL

EDUCATION

- University of Illinois, Urbana-Champaign, IL. BS Civil Engineering. 1999
- Illinois Central College, East Peoria, IL. Associates in Engineering Sciences. 1997

CERTIFICATIONS

- Licensed Professional Engineer
- Certified GIS Professional

PROFESSIONAL SUMMARY

Mr. Hodel is a licensed professional engineer and certified GIS professional with 20 years of experience in civil engineering and geospatial services. He has a well-diversified background of professional experience in the public and private sectors of civil engineering. Mr. Hodel has valuable experience in implementation and development of GIS systems for public works and transportation agencies. Since graduating from the University of Illinois, at Urbana-Champaign with a Bachelor of Science in Civil Engineering, he has worked for two of the highest-rated civil engineering firms in Central Illinois prior to serving in the public sector as the County Engineer for Stark and Woodford Counties. In 2011, he left Woodford County to pursue his passion for geospatial work through the creation of Cloudpoint Geospatial.

PROFESSIONAL EXPERIENCE

- Cloudpoint Geospatial, Inc., President (2011 - present) - manages staff and runs daily operations of company including project development, marketing, and strategic planning. Interacts with clients on a daily basis and provides project oversight, on-site consulting, and data collection services.
- Woodford County Highway Department, County Engineer (2010 - 2011) - Department Head overseeing planning, design, construction and maintenance activities of 164 miles of County Highways and bridge structures. Managed a team of 17 maintenance and office staff.
- Stark County Highway Department, County Engineer (2007 - 2010) - Served as County Engineer and Department Head overseeing all planning, construction, and maintenance including engineering and GIS activities.
- Woodford County, Assistant County Engineer (2004 - 2007)
- Hanson Professional Services (2001 - 2004)



- Farnsworth Group (2000 - 2001)

HUNTER M. RAY

EDUCATION

- Southern Illinois University Carbondale, Carbondale, IL. BS Zoology. 2011
- University of Wisconsin - Madison, Madison, WI. MS Geographic Information Systems. 2020

PROFESSIONAL SUMMARY

Mr. Ray is a Geographic Information Systems Analyst with 3 years of experience in designing, developing, and managing geospatial services. Mr. Ray is responsible for managing and maintaining Cloudpoint's internal Enterprise GIS systems on the Amazon AWS cloud. He has deployed and maintained multi-user editing environments in ArcGIS Enterprise on large internal projects relating to GIS data cleanup for various agencies throughout the region.

PROFESSIONAL EXPERIENCE

- Cloudpoint Geospatial, Inc., GIS Analyst (July 2020 - present) - Manages Cloudpoint's enterprise GIS infrastructure on the AWS platform. Assists clients with ArcGIS Enterprise implementation and troubleshooting. Works with data processing and quality control/quality assurance of a variety of projects, including cemetery mapping, asset inventories, utility network management, and NG911. Assists with web and mobile application design and development.
- USDA Wildlife Services, Wildlife Biologist/GIS Specialist (2012 - 2020) - Design, implement, train, and coordinate multiple GIS-based data collection programs and methods for use on multiple wildlife management and research projects in Illinois.

MICHAEL GENARD

EDUCATION

- Illinois State University, Normal, IL. BS Geography. 2018
- Illinois Central College, East Peoria, IL. AS General Studies. 2016

PROFESSIONAL SUMMARY

Mr. Genard currently works as a GIS Technician at Cloudpoint Geospatial and is a recent graduate of Illinois State University where he developed a strong background in GIS, Cartography, Remote Sensing, and general geospatial best practices. Mr. Genard has experience in applying GIS in numerous different



applications, including but not limited to, Next Generation 911 data updates, data audits, utility and cemetery mapping, digitizing driveways, and creating web applications. In addition, he also serves in the role of Team Leader for our sign inventory management team, promoting the services of Cloudpoint. Familiar with the ESRI suite of software, he is proficient with ArcGIS Desktop, ArcGIS Pro, ArcGIS Online, and Web App Builder.

PROFESSIONAL EXPERIENCE

- Cloudpoint Geospatial Inc., GIS Technician (2018 - present) - Uses GIS in a wide range of applications and projects while also promoting the services available from Cloudpoint.
- Peoria Park District, Research Technician (2018) - Collected quality data on the health and availability of pollinator habitat across the Peoria Region. Utilized GIS in the field to input data for analysis.
- Forest Park Nature Center, GIS Intern (2018) - Intern at the Nature Center creating intuitive and informative maps for visitor use and display, promote forest health by targeting and removing invasive species, aided with guided hikes, library tours, nature center programs, and general promotion.

TERMS

Duration: This proposal is good for ninety (90) days from the date of submittal.

Software: This proposal does not include any software licensing or maintenance fees for GIS software.

Performance of Services: The Consultant shall perform the services outlined in this proposal in accordance with these terms and conditions.

Additional Services: Consultant shall be compensated for technical support for any issues arising from connectivity to the client's network should remote connectivity be required for the project.

Amendments: No amendments shall be made to this agreement without prior written consent by both parties. Amendments to this agreement may only be made by approved personnel from either party having authority to negotiate terms of agreements for their respective party.

Access to Site: Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

Payment: The Client agrees to pay the Consultant for all services performed and all costs incurred. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Accounts unpaid sixty (60) days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid

balance. In the event any portion of an account remains unpaid 90 days after the billing, the Consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees.

Indemnification: Each party to this Agreement (in the capacity of "Indemnitor") hereby agrees to indemnify, and hold the other (in the capacity of "Indemnitee") harmless from and against all costs, liabilities, damages, including, reasonable attorneys' fees and costs (collectively, "Indemnified Costs") relating to or arising out of such Indemnitor's negligent acts, errors or omissions in the performance of professional services including breach of any obligation under this Agreement, except to the extent caused by the negligent or intentional act or omission of the Indemnitee or its agents.

Insurance: Consultant shall maintain an errors and omissions policy in the amount of \$1,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than \$1,000,000.00. Certificates of insurance shall be provided to Client and Client shall be named as an additional insured under the policy.

Information for the Sole Use and Benefit of the Client: All opinions and conclusions of the Consultant, whether written or oral, and any electronic data, plans, specifications or other documents and services provided by the Consultant are for the sole use and benefit of the Client. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Consultant or the Client.

Certification, Guarantees and Warranties: The Consultant shall not be required to execute any documents that would result in the Consultant certifying, guaranteeing or warranting the existence of any conditions.

Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed \$100,000. Such causes included, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Dispute Resolution: Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to nonbinding mediation. The Client and the Consultant agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

Termination of Service: This Agreement may be terminated with written notification at any time by either party should the other party fail to perform its obligation hereunder.



SIGNATURES

In witness thereof, the Village of Forsyth, IL and Cloudpoint Geospatial, Inc. agree to the terms as outlined herein on this _____ day of _____, _____ A.D.

Signed

Name

Title

Address

City, State, Zip

Signed- Cloudpoint Geospatial, Inc.

Jonathan J. Hodel, P.E., GISP

Name

President

Title

1407 W Front St.

Address

Roanoke, IL 61561

City, State, Zip

NEW BUSINESS

ITEM 2

