

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, ILLINOIS
6:30 P.M.
TUESDAY, FEBRUARY 4, 2025
VILLAGE HALL, 301 SOUTH ROUTE 51, FORSYTH, ILLINOIS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF JANUARY 21, 2025
2. APPROVAL OF WARRANTS

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

ADMINISTRATION REPORTS

1. LAW ENFORCEMENT REPORT
2. VILLAGE STAFF REPORTS

OLD BUSINESS

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

NEW BUSINESS

1. ORDINANCE NUMBER 2025-3 AN ORDINANCE APPROVING A VARIANCE TO CONVERT BILLBOARD TO A DIGITAL BILLBOARD ON PROPERTY DESCRIBED AS PART OF THE SW ¼ OF THE NW ¼ OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN IN MACON COUNTY ILLINOIS (PART OF "FORSYTH PLAZA SOUTH") (PIN: 07-07-23-151-004) (PLANNING AND ZONING DIRECTOR RYAN RALEIGH)
2. RESOLUTION NUMBER 2-2025 A RESOLUTION APPROVING A LEASE AGREEMENT WITH MAROA-FORSYTH COMMUNITY UNIT SCHOOL DISTRICT NO. 2 (VILLAGE ADMINISTRATOR JILL APPLEBEE)
3. DISCUSSION AND POTENTIAL ACTION REGARDING LIBRARY CHILDREN'S AREA FURNITURE (LIBRARY DIRECTOR MELANIE WIEGEL)
4. DISCUSSION AND POTENTIAL ACTION REGARDING PRAIRIE WINDS STORMWATER AND UTILITY DESIGN FOR NEW ROAD – PHASE A (VILLAGE ENGINEER JEREMY BUENING)
5. DISCUSSION AND POTENTIAL ACTION REGARDING HOPE AND MARION ROADS (VILLAGE ADMINISTRATOR JILL APPLEBEE)
6. DISCUSSION AND POTENTIAL ACTION REGARDING HENDRIAN REDEVELOPMENT GRANT (VILLAGE ADMINISTRATOR JILL APPLEBEE)
7. DISCUSSION AND POTENTIAL ACTION REGARDING FORSYTH BIKE PATH REHABILITATION (VILLAGE ADMINISTRATOR JILL APPLEBEE)

ADJOURNMENT

Topic: Feb 4 Village Board Meeting

Time: Feb 4, 2025 06:30 PM Central Time (US and Canada)

Join Zoom Meeting <https://us06web.zoom.us/j/85279425196> Meeting ID: 852 7942 5196 One tap mobile
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CONSENT AGENDA

ITEM 1



**MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF FORSYTH, ILLINOIS,
HELD AT 6:30 P.M. ON TUESDAY, JANUARY 21, 2025
AT FORSYTH VILLAGE HALL**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Absent: Trustee Bob Gruenewald

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

Absent: Village Administrator Jill Applebee

Others Present: Darryl Dougherty, Corey Zelhart

PRESENTATION OF VILLAGE FARMLAND PRODUCTIVITY 2024

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

CONSENT AGENDA

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

MOTION

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

Johnson seconded the Motion.

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

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

Motion declared carried.

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

None.

ADMINISTRATION REPORTS

1. Law Enforcement Report

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

2. Village Staff Reports

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

OLD BUSINESS

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

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

No Motion needed.

NEW BUSINESS

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

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

MOTION

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

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

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

Motion declared carried.

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

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

MOTION

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

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

Yeas: 4 – Johnson, Wendt, Young, Shaw

Nays: 1 – London

Absent: 1 – Gruenewald

Motion declared carried.

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

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

MOTION

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

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

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

Nays: 0 – None

Absent: 1 – Gruenewald

Motion declared carried.

ADJOURNMENT

Trustee Wendt made the Motion to adjourn and Trustee Shaw seconded the Motion. All Board members agreed by voice vote, and the meeting was adjourned at 7:25 P.M.

By: *Cheryl Marty*
Village Clerk

CONSENT AGENDA

ITEM 2

SYS DATE:01/30/25

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 47SYS TIME:09:55
[NW1]

DATE: 12/31/24

Tuesday December 31,2024

PAGE 1

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

SYS DATE:01/30/25

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 47

SYS TIME:09:55
[NW1]

DATE: 12/31/24

Tuesday December 31,2024

PAGE 2

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

SYS DATE:01/30/25

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

SYS TIME:10:25
[NW1]

DATE: 02/04/25

Tuesday February 04,2025

PAGE 1

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

DATE: 02/04/25

Tuesday February 04,2025

PAGE 2

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

SYS DATE:01/30/25

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

SYS TIME:10:25
[NW1]

DATE: 02/04/25

Tuesday February 04,2025

PAGE 3

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

SYS DATE:01/30/25

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

SYS TIME:10:25
[NW1]

DATE: 02/04/25

Tuesday February 04,2025

PAGE 4

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

ADMINISTRATION REPORTS

ENGINEER'S REPORT

Forsyth; February 4, 2025 Board Meeting

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



Project 6928 – Maroa-Forsyth Grade School Bike Path

This project consists of the construction of a new bike path from the end of the existing bike path at the intersection of Cox St at Smith St to the east entrance to the Maroa-Forsyth Grade School. The construction of this project is funded through IDOT's ITEP program so federal procedures must be followed.

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

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

Project 7982 – Forsyth Park LWCF Grant Compliance

This project consists of the construction of initial site improvements to the new recreational park facility located north of W Forsyth Rd and east of N Oakland Ave. The intent of the project is to meet the requirements of the LWCF grant received for funding the purchase of the property.

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

Project 8000 – Well No. 7

This project consists of the construction of a new well to backup well #6 and extension of the raw water main to the site.

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

Project 8498 – Advisory Services

US Route 51 Improvements

This project consists of coordination responsibilities with IDOT to communicate the Village's vision on the proposed improvements. Chastain and Staff are currently working with IDOT and the contractor to get the median seal coated.

Project 8594 – Moon St Sidewalk Improvements

This project consists of reconstructing sidewalks along Elwood St and Smith St from Ruehl St to E. Shafer St (CH 20) and along Moon St from Grant St to the future bike path along the old RXR ROW east of Smith St. The project is now ready for design and a contract for the design and bidding will be forthcoming once the Village has an approved budget for 2025.

Project 8595 – Barnett Ave Improvements

This project consists of the rehabilitation and/or reconstructing Barnett Ave from the mall entrance to Koester Drive. The construction of this project is being funded by DUATS federal funds so federal procedures must be followed. The Phase I is being processed as a State Approved Categorical Exclusion.

ENGINEER'S REPORT

Forsyth; February 4, 2025 Board Meeting

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



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

Project 8700 – Water Towers, Ground Storage Tank, & Aerator Maintenance

This project consists of painting and general repairs on the two water towers, the ground storage tank at the water treatment plant, and the aerator standpipe at the water treatment plant. This project is anticipated to utilize an IEPA loan to fund the construction.

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

Project 8811 – Pavement Striping Design & Bid

This project consists of establishing a striping plan for the Village (with the exception of Woodland Hills which is scheduled to be rehabilitated in 2025 and there is no reason to stripe it at this time), finalizing quantities for the striping to include for the contractors for bidding, and bidding services. The contractor completed the first portion of work which included new centerlines, stop bars, and pavement symbols around town. A supplement to do more work under this contract has been approved and work will finish in the spring.

Project 8821 – Parking Lot A Reconstruction

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

Public Works Report 1-29-25

Parks:

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

Parks to do list:

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

Park Priorities for the upcoming few weeks:

Backstops.

Village:

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

Village to do list:

- * Road patching as weather allows.

Village Priorities for the upcoming few weeks:

Prairie Winds growth.

Water Treatment Plant / Sewer:

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

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

Water / Sewer priorities and to do list is:

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

Thanks, Darin – Public Works Director

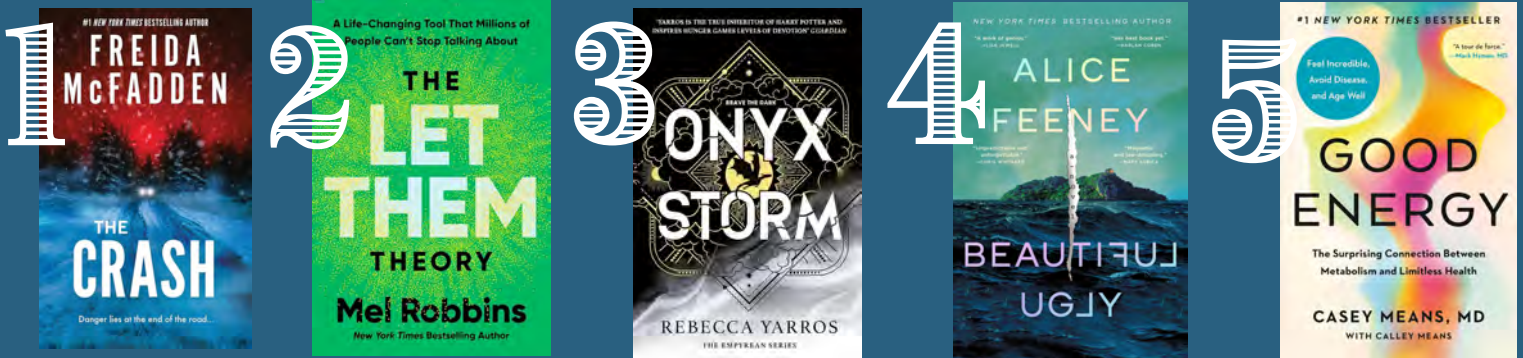
LIBRARY UPDATES:

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



Melanie Weigel, Director

MOST REQUESTED BOOKS IN JANUARY



OLD BUSINESS

ITEM 1

MEMORANDUM

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

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

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

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



LOCAL PUBLIC AGENCY

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

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

Construction

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

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

LOCATION

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

Location Termini
Various

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

PROJECT DESCRIPTION

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

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

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

I. GENERAL

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

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

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

II. REQUIRED CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. AUDIT AND RECORD RETENTION

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

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

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

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

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

IV. LPA FISCAL RESPONSIBILITIES

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

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

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

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

V. THE LPA AGREES

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

VI. THE STATE AGREES

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

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

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

SCHEDULES

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

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

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

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

AGREEMENT SIGNATURES EXECUTION

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

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Title of Official

Signature

Date

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The above signature certifies the agency's TIN number is

376020416 conducting business as a Governmental Entity.

DUNS Number 032786600

UEI

APPROVED

State of Illinois

Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

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By:

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

Date

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

Date

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Michael Prater, Chief Counsel

Date

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Vicki Wilson, Chief Fiscal Officer

Date

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

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

SCHEDULE NUMBER 1

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

DIVISION OF COST

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

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

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

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

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

Check One

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

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

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

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

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

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

SCHEDULE NUMBER 3

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

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on)
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	<u>0 points</u> - no significant changes in the last 4 or more years but majority of key staff and officials have not changed in the significant key staff or elected leadership changes within the significant key staff and elected leadership changes within the
	What is the LPA's history with federal-aid funded transportation projects?	<u>0 points</u> - One or more federal-aid funded transportation projects; <u>1 point</u> - At least one project initiated within the past three years; <u>3 points</u> - None or more
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	<u>0 points</u> - Full-time employee with experience designated as "charge"; <u>1 point</u> - LPA has qualified technical staff, but will rely on consultant to manage day-to-day with LPA technical staff or no technical staff and all technical work will be completed by consultant; <u>3 points</u> - LPA has prior experience with federal-aid projects; <u>3 points</u> - LP has experience or technical expertise and relying solely on consultants
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	<u>0 points</u> - No; <u>1 point</u> - Delays of 6 or more months; <u>2 points</u> - 6 to 12 months; <u>3 points</u> - 1 year or more years of delay
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	<u>0 points</u> - yes; <u>3 points</u> - no
	What is the LPA's accounting system?	<u>0 points</u> - Automated accounting software; <u>1 point</u> - Spreadsheet only; <u>3 points</u> - none
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	<u>0 points</u> - yes; <u>3 points</u> - no
Audits	When was the last time a financial statement audit was conducted?	<u>0 points</u> - in the past year; <u>1 point</u> - in the past two years; <u>2 points</u> - 2 to 3 years; <u>3 points</u> - 4 years or more, or never
	What type of financial statement audit has the organization had conducted?	<u>0 points</u> - Single Audit/Program Specific Audit in accordance with Generally Accepted Government Auditing Standards; <u>1 point</u> - Financial audit conducted in accordance with Generally Accepted Government Auditing Standards; <u>3 points</u> - Other type? or no audit required; <u>3 points</u> - none
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	<u>0 points</u> - no; <u>3 points</u> - yes, or no audits required
	Have the findings been resolved?	<u>0 points</u> - yes or no findings; <u>1 point</u> - in progress; <u>3 points</u> - no
Summary of Risk		
General History of Performance	0	
Financial Controls	0	
Audits	0	
Total	0	

District Review Signature & Date

Mindy Jansen

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

Central Office

Teresa

Additional Requirements? ☐ Yes ☒ No

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

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

Name	Title	LPA
		Village of Forsyth

Signature & Date

--

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

SCHEDULE NUMBER 5

Resolution No. _____

A Resolution for:

Section Number 18-00010-00-BT

State Job Number C-97-095-24

Project Number _____

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

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

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

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the Village Board

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

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

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

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

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

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

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

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

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

Instructions for BLR 05310C Page 1 of 4

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

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

Local Public Agency

Name of Local Public Agency Insert the name of the LPA.

County Insert the name of the county in which the LPA is located.

Section Number Insert the section without dashes. The dashes are automatically inserted.

Fund Type Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.).

ITEP, SRTS, HSIP, Number Insert the ITEP, SRTS, HSIP number assigned to this project.

MPO Name From the drop-down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are:

Bi-State	Bi-State Regional Commission
CMAP	Chicago Metropolitan Planning Organization
CUUATS	Champaign/Urbana Urban Area Transportation Study
DATS	Danville Area Transportation Study
DMATS	Dubuque
DSATS	DeKalb/Sycamore Area Transportation Study
DUATS	Decatur Urbanized Area Transportation Study
EWGCG	East-West Gateway Council of Governments
KATS	Kankakee Area Transportation Study
MCRPC	McLean County Regional Planning Commission
PPUATS	Peoria/Pekin Urban Area Transportation Study
RPC	Region 1 Planning Council
SATS	Springfield Area Transportation Study
SEMPO	South East Metropolitan Planning Organization
SIMPO	Southern Illinois Metropolitan Planning Organization
SLATS	State Line Area Transportation Study

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

Construction

Job Number Insert the job number assigned for the construction portion, the number will begin with a "C"

Project Number Insert the project number assigned to the construction portion of this project.

Local Let/Day Labor Check this box if the construction portion of this project will be local let or day labor.

Construction on State Letting Check this box if the construction portion of this project will be on a state held letting.

Construction Engineering Check this box if the construction portion of this project will involve construction engineering.

Utilities Check this box if the construction portion of this project will involve utility work.

Railroad Work Check this box if the construction portion of this project will involve railroad work.

Location

Use the add location button

Local Street/Road Name Insert the local street/road name.

Key Route Insert the key route of the street/road listed above.

Length Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.

Station

From Insert the beginning station of the project as it pertains to the key route for this location for this project

To Insert the ending station of the project as it pertains to the key route for this location for this project.

Location Termini Insert the beginning and ending termini as it pertains to this location for this project.

Existing Structure Number(s) Insert the existing structure number(s) for this project.

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

Project Description

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

Instructions for BLR 05310C Page 2 of 4

Agreement Signatures Execution

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

Schedules

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

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

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

Division of Cost (Schedule 1) Instructions

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

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

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

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

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

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

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

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

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

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

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

For State-Let Construction Projects

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

Instructions for BLR 05310C Page 3 of 4

LRS Federal Funds Risk Assessment (Schedule 3) Instructions

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

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

Attestation on Single Audit Compliance (Schedule 4) Instructions

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

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

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

Upon execution distribution will be as follows:

LPA

Bureau of Local Roads & Streets

Printing Instructions

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

Orientation:



☒ Auto

☐ Portrait

☐ Landscape

Sample Resolution

RESOLUTION No: _____

A Resolution for:

Section No: _____

Job No.: _____

Project No.: _____

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

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

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

WHEREAS, the improvement requires matching funds; and

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

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

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

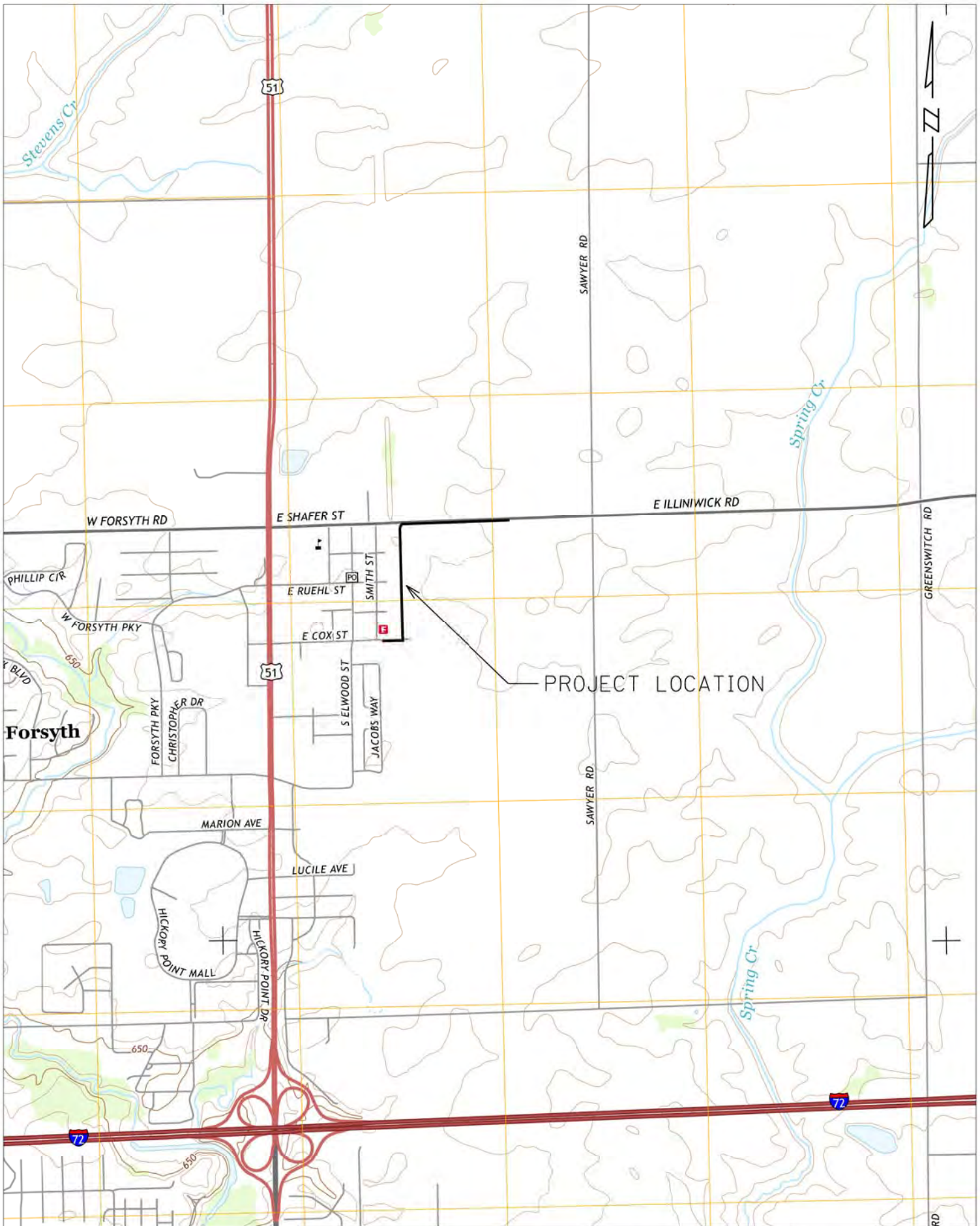
Section 3: This resolution will become Attachment 3 of the AGREEMENT.

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

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

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

(seal)



Local Public Agency	Section Number	State Job Number	Project Number
Forsyth	18-00010-00-BT	C9709524	

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

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

Schedule # 6

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

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

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

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

NEW BUSINESS

ITEM 1



MEMORANDUM

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

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

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

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

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

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

VARIANCE RECOMMENDATION & FINDINGS OF FACT

To: Village of Forsyth Board of Trustees

From: Planning & Zoning Commission

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

Date: 1-24-25

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

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

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

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

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

The Commission further found as follows:

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



Chairman, Planning & Zoning Commission

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER 2025-3

**AN ORDINANCE APPROVING A VARIANCE TO CONVERT BILLBOARD TO A
DIGITAL BILLBOARD ON PROPERTY DESCRIBED AS PART OF THE SW ¼ OF
THE NW ¼ OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE 3RD
PRINCIPAL MERIDIAN IN MACON COUNTY ILLINOIS (PART OF “FORSYTH
PLAZA SOUTH”) (PIN: 07-07-23-151-004)**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

BOB GRUENEWALD
JEFF LONDON
MARILYN J. JOHNSON
JEREMY SHAW
DAVID WENDT
LAUREN YOUNG

Village Trustees

Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Forsyth
on _____, 2025

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

ORDINANCE NO. 2025-3

AN ORDINANCE APPROVING A VARIANCE TO CONVERT BILLBOARD TO A DIGITAL BILLBOARD ON PROPERTY DESCRIBED AS PART OF THE SW ¼ OF THE NW ¼ OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN IN MACON COUNTY ILLINOIS (PART OF “FORSYTH PLAZA SOUTH”) (PIN: 07-07-23-151-004)

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

WHEREAS, an application was filed by LAMAR OCI North for a variance to Development Ordinance Section 7.3 A., C., and D. to convert an existing static billboard to a digital billboard on the south facing side on the real property legally described as: Part of the SW ¼ of the NW ¼ of Section 23, Township 17 North, Range 2 East of the 3rd Principal Meridian in Macon County Illinois (part of “Forsyth Plaza South”) (PIN: 07-07-23-151-004); and,

WHEREAS, the Planning and Zoning Commission held a duly noticed public hearing on January 23, 2025, and in a 6-0 vote of the Planning and Zoning Commission that the Village Board approve the variance requested; and,

WHEREAS, Section 9.10 of the Development Ordinance permits the Village Board to approve variations from the Zoning Code upon establishment of a practical difficulty and/or particular hardship; and,

WHEREAS, the Village Board of Trustees and the Mayor of the Village of Forsyth believe it is in the best interests of the Village to grant the requested variance.

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

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

Section 2. Findings of Fact. The Village Board accepts the Planning and Zoning Commission's recommendation that the Application for Variance be granted and adopts the findings in the attached Variance Recommendation & Findings of Fact attached hereto as **EXHIBIT A**.

Section 3. Description of the Property. The Property is legally described as: Part of the SW ¼ of the NW ¼ of Section 23, Township 17 North, Range 2 East of the 3rd Principal Meridian in Macon County Illinois (part of "Forsyth Plaza South") (PIN: 07-07-23-151-004).

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

Section 5. Variance. The variation to Section 7.3 A., C., and D. as requested and described in detail in the Variance Request Application is hereby granted to allow the conversion of an existing static billboard to a digital billboard on the south facing side on the real property legally described as: Part of the SW ¼ of the NW ¼ of Section 23, Township 17 North, Range 2 East of the 3rd Principal Meridian in Macon County Illinois (part of "Forsyth Plaza South") (PIN: 07-07-23-151-004).

Section 6. Severability. In the event a court of competent jurisdiction finds this Ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this Ordinance and the

application thereof to the greatest extent permitted by law.

Section 7. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Forsyth prior to the effective date of this Ordinance.

Section 8. Effectiveness. This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this _____ day of February 2025, at Forsyth, Macon County, Illinois.

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

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

EXHIBIT A
VARIANCE RECOMMENDATION & FINDINGS OF FACT

VARIANCE RECOMMENDATION & FINDINGS OF FACT

To: Village of Forsyth Board of Trustees

From: Planning & Zoning Commission

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

Date: 1-24-25

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

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

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

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

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

The Commission further found as follows:

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

Chairman, Planning & Zoning Commission

NEW BUSINESS

ITEM 2

MEMORANDUM

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

Dear Village of Forsyth,

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

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

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

RESOLUTION NUMBER 2-2025

A RESOLUTION APPROVING A LEASE AGREEMENT WITH MAROA-FORSYTH COMMUNITY UNIT SCHOOL DISTRICT NO. 2

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

WHEREAS, the Village is the owner of certain property located within the Village, commonly known as Ball Diamonds 1, 4, and 5, and the concession stands adjacent to such Ball Diamonds, all located within the Village’s main park in Forsyth, Illinois, hereinafter referred to as “Premises”; and,

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

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

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

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

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

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

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

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

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

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

SO RESOLVED this __ day of February, 2025, at Forsyth, Macon County, Illinois.

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

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

EXHIBIT A
Lease Agreement

LEASE AGREEMENT

This Lease Agreement made and entered into this day of **1~~2~~~~3~~** **2025** by and between the Village of Forsyth, hereinafter referred to as "LESSOR" of "Village", and Maroa-Forsyth Community Unit School District No. 2, hereinafter referred to as "LESSEE" or "School District", both of said parties having previously been authorized to execute said Agreement by resolutions adopted at regular or special meetings of their respective Boards.

RECITALS

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

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

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

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

TERMS & CONDITIONS

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

Ball Diamond 1

PIN: 07-07-15-401-002

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

Ball Diamonds 4 and 5

PIN: 07-07-15-251-002

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

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

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

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

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

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

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

Section 7. Utilities & Maintenance.

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

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

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

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

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

Section 12. Insurance/ Hold Harmless.

A. LESSOR:

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

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

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

B. LESSEE:

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

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

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

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

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

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

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

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

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

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

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

LESSEE:

Board of Education
By: *Rinday Allison*
Board President
Attest: *Paul G. Gub*
Secretary

LESSOR:

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

NEW BUSINESS

ITEM 3



MEMORANDUM

TO: The Honorable Village President and Board of Trustees

FROM: Melanie Weigel, Director of Forsyth Public Library

DATE: January 28, 2025

RE: Children's Area Furniture

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

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

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

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



111 Illini Drive
Forsyth, IL 62535

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

QUOTATION

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

Bill To:

Forsyth Public Library
268 South Elwood Street
Forsyth, IL 62535

Ship To:

Forsyth Library
268 South Elwood Street
Forsyth, IL 62535

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

Quantity	Description	Unit Price	Amount
6.00	F005 Fom core Round Ottoman, Colors TBD	265.95	1,595.70
1.00	F016 Fom core 22 x 31 x 35 Linear Chair, Silvertex Neo in Lagoon for Bottom/Seat Portion, Milano Stitch in Aquamarine for the Top/ Back Portion	906.60	906.60
1.00	F019 Fom core 67 x 31 x 35 Linear Corner, Silvertex Neo in Lagoon for Bottom/Seat Portion, Milano Stitch in Aquamarine for the Top/ Back Portion	1,647.40	1,647.40
1.00	F024 Fom core 31 x 31 x 35 Linear Corner, Silvertex Neo in Lagoon for Bottom/Seat Portion, Milano Stitch in Aquamarine for the Top/ Back Portion	1,824.70	1,824.70
1.00	ISI to Receive, Deliver and Install. Installation assumes first floor delivery or use of elevator unless otherwise noted.	123.50	123.50
Area must be ready for installation to avoid additional charges. Quote reflects elevator availability and normal business hours. Electrical hook-ups are not included and changes to the plan may result in additional charges.		Subtotal	6,097.90
		Sales Tax	
		TOTAL	6,097.90

Unless noted, installation is quoted at our standard charges NOT prevailing wage.

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

We assume no liability for freight damage. We will assist you with your claims.

We accept order with noted changes:

By _____

NEW BUSINESS

ITEM 4

MEMORANDUM

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

Honorable Mayor and Trustees,

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

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

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

SCOPE OF SERVICES

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

A. Drainage Study

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

B. Total Overall Project T&M Cost

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

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

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

PRAIRIE WINDS ROAD - PHASING

PHASE A *Drainage Study*

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

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

EXISTING PONDS HAVE CAPACITY

EXISTING PONDS DO NOT HAVE CAPACITY

PHASE B *Engineering Design*

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

Utilize existing ponds for retention of stormwater.

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

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

Option 1: Modify existing ponds to accommodate the stormwater.

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

Option 2: Design a new retention pond on site.

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

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

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

Final Design of all Utilities for the Village

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

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

PHASE C *Bidding Services*

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

AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT DATA:

DATE OF AGREEMENT: 2/4/2025

JOB NUMBER: 9177

PROJECT NAME: Prairie Winds Utility, Drainage & Road Design

LOCATION: Forsyth, Illinois

START DATE: February 5, 2025

ESTIMATED COMPLETION DATE: March 31, 2025

CLIENT: Village of Forsyth

CLIENT CONTACT: Jill Applebee

BILLING ADDRESS: 301 S Route 51

CLIENT PHONE NUMBER: 217 877 9445

BILLING EMAIL ADDRESS: rstewart@forsyth-il.gov

SCOPE OF SERVICES: See attached.

FEE BASIS: ☐ Lump Sum Amount enter text

☒ Estimated Cost (figured on time and material basis) NTE \$9,200

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

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

CLIENT

BY (Printed Name): _____

DATE: _____

SIGNATURE: _____

TITLE: _____

CHASTAIN & ASSOCIATES LLC

BY (Printed Name): _____

DATE: _____

SIGNATURE: _____

TITLE: _____

CHASTAIN & ASSOCIATES LLC
Consulting Engineers

AGREEMENT FOR PROFESSIONAL SERVICES
TERMS AND CONDITIONS

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

AMENDMENTS

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

FEE BASIS (COMPENSATION FOR PROFESSIONAL SERVICES)

The basis for compensation will be either 1) Lump-Sum Amount as noted on the face of this Agreement or 2) Estimated Amount (figured on time and materials basis) is invoicing for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Schedule of Hourly Rates (available upon request) in effect at the time the work was performed plus reimbursable expenses.

"Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work, including but not limited to the following:

Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost. A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$200.00 per day. The use of a drone for aerial surveys or photography will be invoiced at \$50.00 per hour. Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 58.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day. A 10% administration fee will be added to all outside vendor expenses.

DEPOSITIONS AND EXPERT WITNESS

All time spent for the preparation of and providing depositions or expert witness shall be billed at a rate of 2.0 times the normal billed rate of all staff involved.

TIME OF PAYMENT

The Consultant may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for professional services will be due and payable upon the issuance of the Consultant's invoice. We bill for work done each month by the 10th of the following month.

LATE PAYMENT

If the Client fails to make any payment due the Consultant for services and expenses within 30 days of invoice issuance, a service charge of 1.5% (annual rate of 18%) per month may be added to the Client's account at the Consultant's discretion. Client further agrees to pay all expenses of collection, including court costs and reasonable attorney fees, should it become necessary to refer Client's account for collection. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

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

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

AUTHORITY AND RESPONSIBILITY

The Consultant shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. In the event we are not providing site observation services, the Client will indemnify and hold Consultant harmless for claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the contract documents to reflect changed field or other conditions.

DULY AUTHORIZED SIGNATORIES

Each party represents and warrants that its signatory whose signature appears on this Agreement has been, and is on the date of this Agreement, duly authorized by all necessary corporate or other appropriate action to execute this Agreement.

TERMINATION

This Agreement may be terminated by either party within 15 days after receiving written notice. Any termination shall only be for good cause such as for legal disputes, unavailability of adequate financing or major changes in the work. In the event of any termination, the Consultant will be paid for all services and expenses rendered to the date of termination on a basis of the Schedule of Rates plus reimbursable expenses and reasonable termination costs.

DELIVERABLES AND ELECTRONIC FILES

Plans, drawings, specifications, documents on electronic media and all electronic files are instruments of Consultant's professional service and remain the property of the Consultant. Electronic files are supplied in the software format currently in use by the Consultant, who has no control over deterioration or functional obsolescence due to upgraded versions of software programs. Information contained in electronic files is valid only for 60 days following delivery to the Client, and the Consultant is not responsible for data deterioration within the file or changes outside of our control.

RECORD DOCUMENTS

Upon completion of Work, the Consultant, when required by the Client, shall compile for and deliver to the Client a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume will be reliable, the Consultant cannot and does not warrant their accuracy.

REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional services and client agrees that this information shall be only used for the project originally intended. They are not intended or represented to be suitable for reuse by Client or others, on extensions of this work, or on any other work. Client agrees to indemnify and hold Consultant harmless from claims resulting from unauthorized reuse of electronic files or unauthorized changes made by Client or others to files in the Client's possession.

ESTIMATES OF COST

Estimates of probable project cost that may be provided for herein are to be made on the basis of the Consultant's experience and qualifications and represent their best judgment as a professional familiar with the industry, but Consultant cannot and does not guarantee that proposals, bids or the cost will not vary from estimate of probable cost prepared by them. If the Client wishes greater assurance as to the Cost, they shall employ an independent cost estimator.

INFORMATION PROVIDED BY OTHERS

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

DISPUTE RESOLUTION

This Agreement shall be governed according to the laws of the State of Illinois. Venue for any legal or equitable action between the Client and the Consultant, which relates to this Agreement, shall be in the courts located in Macon County, Illinois.

NEW BUSINESS

ITEM 5

MEMORANDUM

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

Background:

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

Road & Sidewalk Conditions:

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

Considerations for the Village:

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

Next Steps:

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

*See picture on next page

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



NEW BUSINESS

ITEM 6

MEMORANDUM

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

Background:

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

Project Scope:

The requested funds would contribute to the following improvements:

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

TIF Eligibility & Budget Considerations:

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

Next Steps:

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

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

No. _____

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

PROGRAM APPLICATION

Applicant Name: ANDREW R. HENDRIAN

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

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

Property Owner Name(s): ANDREW R. HENDRIAN

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

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

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

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

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

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

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

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

ADDITIONAL REQUIREMENTS:

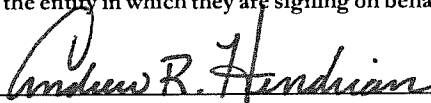
1. Only properties located within the Forsyth TIF District Redevelopment Project Area (the "TIF Area" or "Area") are eligible to apply for the Program. The Forsyth TIF Redevelopment Project Area Boundary Map is provided and attached hereto in ***Appendix A***.
2. Property owners may apply for and receive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

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

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

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

Applicant Signature



Date:

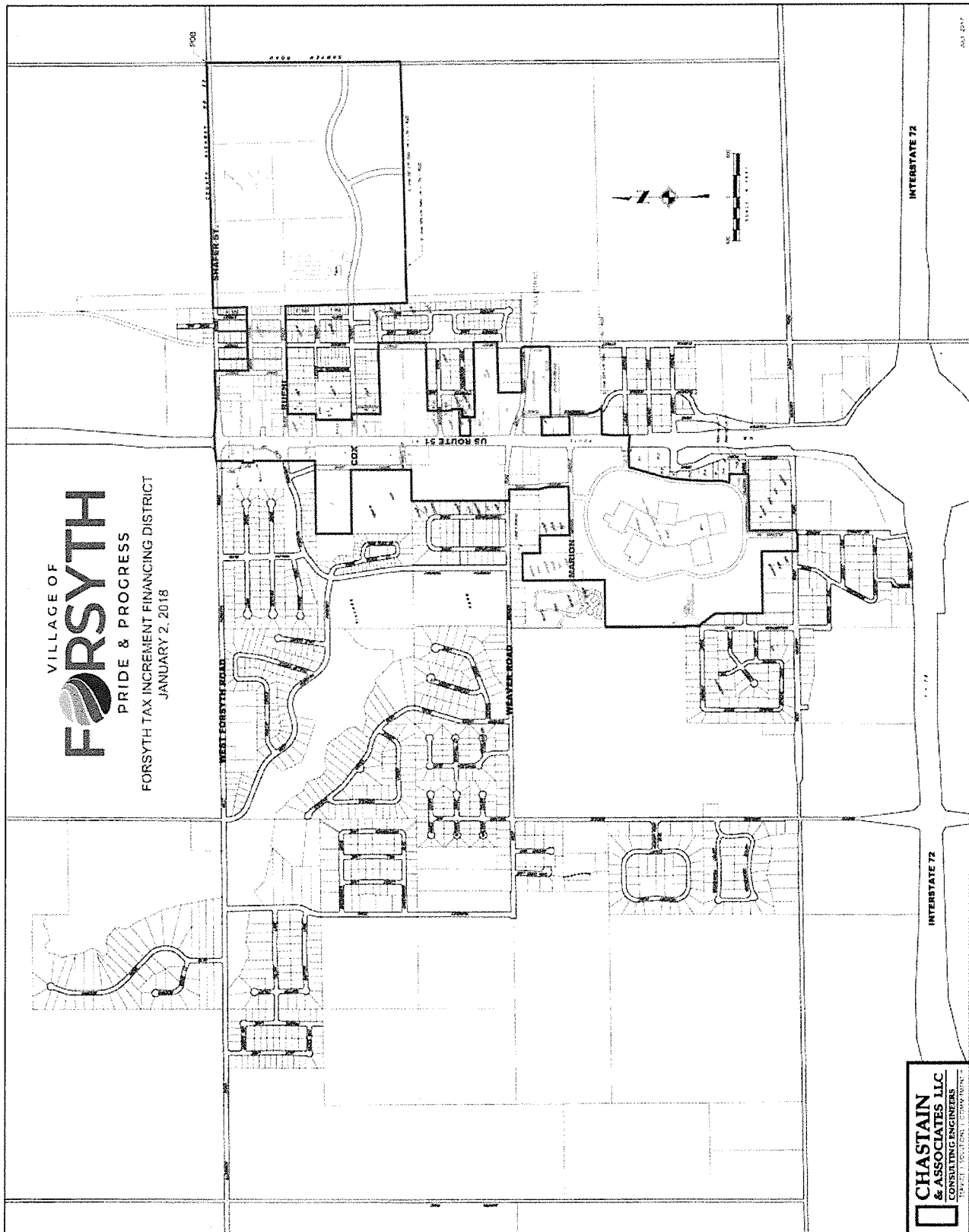
01/07/25

105 US 51, FORSYTH IL 62535

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

APPENDIX A

Forsyth TIF District Redevelopment Project Area Boundary Map



APPENDIX B

Tenant/Applicant Letters of Intent

FROM TENANT/APPLICANT TO VILLAGE OF FORSYTH

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

(Print or type business name)

BY: _____ Date: _____
(Authorized Tenant Signature)

STATE OF ILLINOIS COUNTY
OF MACON

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

Notary Public

FROM PROPERTY OWNER/LANDLORD TO VILLAGE OF FORSYTH

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

BY: _____ Date: _____
(Signature)

PRINTED NAME: _____

STATE OF ILLINOIS COUNTY
OF MACON

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

Notary Public

Commercial Revitalization TIF Grant Program

APPROVAL FORM FOR VILLAGE USE ONLY

☐ No (reason: _____)



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

Village of Forsyth

Tax Increment Financing (TIF) District

Commercial Revitalization TIF Grant Program

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

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

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

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

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

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

FORSYTH TIF DISTRICT COMMERCIAL REVITALIZATION TIF GRANT PROGRAM

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

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

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

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

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

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

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

NOT SURE IF YOUR PROJECT QUALIFIES?

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

NEW BUSINESS

ITEM 7

MEMORANDUM



To: Village of Forsyth Mayor and Board of Trustees

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

Date: February 4, 2025

cc: Ms. Jill Applebee, Village Administrator

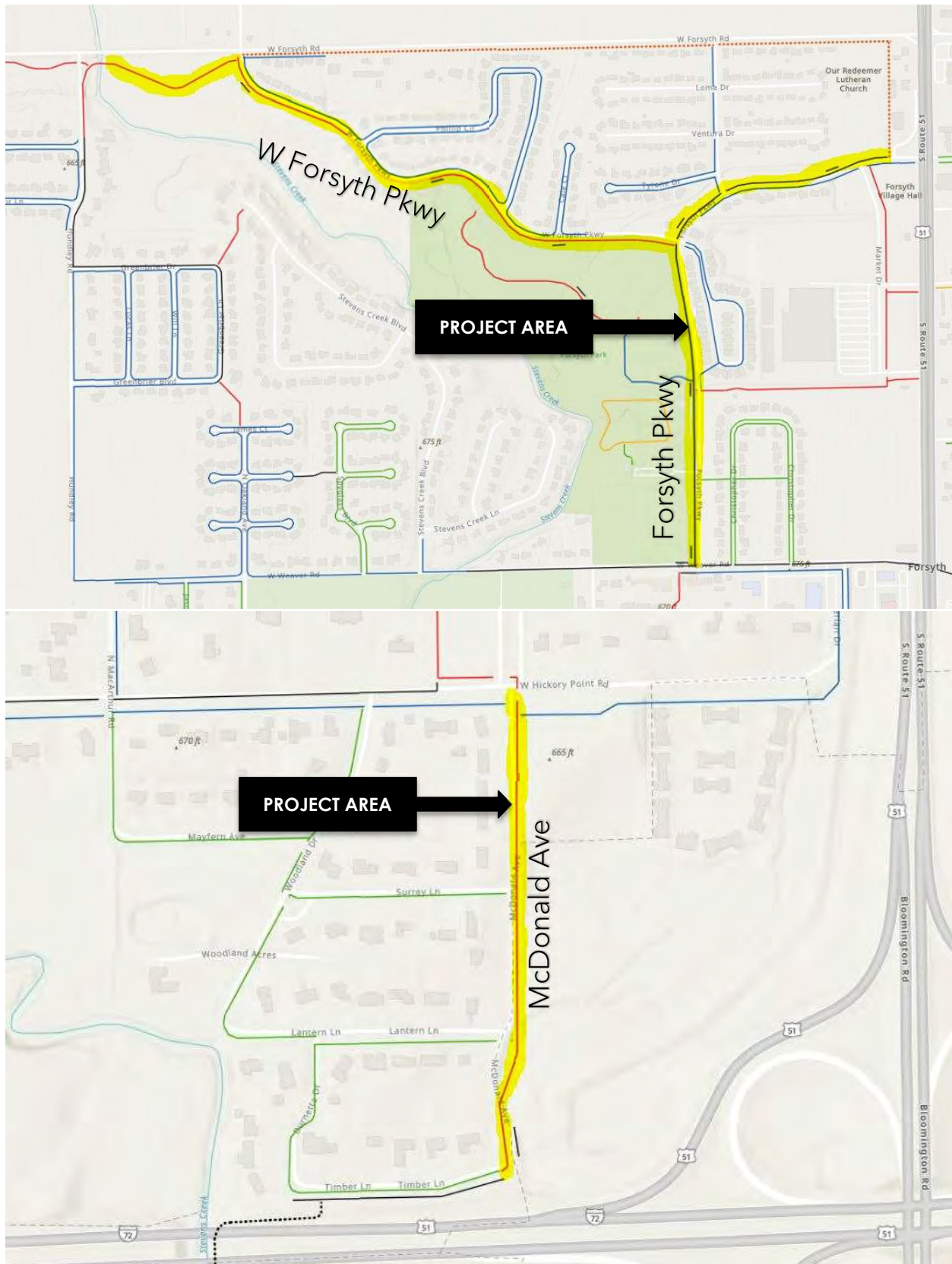
Mr. Darin Fowler, Public Works Director

Re: Forsyth Bike Path Rehabilitation – Forsyth Parkway & W Forsyth Parkway

Honorable Mayor and Trustees,

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

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



AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT DATA:

DATE OF AGREEMENT: 2/4/2025

JOB NUMBER: 9292

PROJECT NAME: Forsyth - 2025 Bike Path Rehab

LOCATION: Village of Forsyth

START DATE: Uppon Approval

ESTIMATED COMPLETION DATE: TBD

CLIENT: Village of Forsyth

CLIENT CONTACT: Jill Applebee

BILLING ADDRESS: 301 S US 51, Forsyth IL 62535

CLIENT PHONE NUMBER: 217-877-9445

BILLING EMAIL ADDRESS: japplebee@forsyth.gov

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

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

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

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

CLIENT

BY (Printed Name): _____

DATE: _____

SIGNATURE: _____

TITLE: _____

CHASTAIN & ASSOCIATES LLC

BY (Printed Name): _____

DATE: _____

SIGNATURE: _____

TITLE: _____

CHASTAIN & ASSOCIATES LLC
Consulting Engineers

AGREEMENT FOR PROFESSIONAL SERVICES
TERMS AND CONDITIONS

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

AMENDMENTS

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

FEE BASIS (COMPENSATION FOR PROFESSIONAL SERVICES)

The basis for compensation will be either 1) Lump-Sum Amount as noted on the face of this Agreement or 2) Estimated Amount (figured on time and materials basis) is invoicing for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Schedule of Hourly Rates (available upon request) in effect at the time the work was performed plus reimbursable expenses.

"Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work, including but not limited to the following:

Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost. A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$200.00 per day. The use of a drone for aerial surveys or photography will be invoiced at \$50.00 per hour. Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 58.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day. A 10% administration fee will be added to all outside vendor expenses.

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All time spent for the preparation of and providing depositions or expert witness shall be billed at a rate of 2.0 times the normal billed rate of all staff involved.

TIME OF PAYMENT

The Consultant may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for professional services will be due and payable upon the issuance of the Consultant's invoice. We bill for work done each month by the 10th of the following month.

LATE PAYMENT

If the Client fails to make any payment due the Consultant for services and expenses within 30 days of invoice issuance, a service charge of 1.5% (annual rate of 18%) per month may be added to the Client's account at the Consultant's discretion. Client further agrees to pay all expenses of collection, including court costs and reasonable attorney fees, should it become necessary to refer Client's account for collection. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

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

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

AUTHORITY AND RESPONSIBILITY

The Consultant shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. In the event we are not providing site observation services, the Client will indemnify and hold Consultant harmless for claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the contract documents to reflect changed field or other conditions.

DULY AUTHORIZED SIGNATORIES

Each party represents and warrants that its signatory whose signature appears on this Agreement has been, and is on the date of this Agreement, duly authorized by all necessary corporate or other appropriate action to execute this Agreement.

TERMINATION

This Agreement may be terminated by either party within 15 days after receiving written notice. Any termination shall only be for good cause such as for legal disputes, unavailability of adequate financing or major changes in the work. In the event of any termination, the Consultant will be paid for all services and expenses rendered to the date of termination on a basis of the Schedule of Rates plus reimbursable expenses and reasonable termination costs.

DELIVERABLES AND ELECTRONIC FILES

Plans, drawings, specifications, documents on electronic media and all electronic files are instruments of Consultant's professional service and remain the property of the Consultant. Electronic files are supplied in the software format currently in use by the Consultant, who has no control over deterioration or functional obsolescence due to upgraded versions of software programs. Information contained in electronic files is valid only for 60 days following delivery to the Client, and the Consultant is not responsible for data deterioration within the file or changes outside of our control.

RECORD DOCUMENTS

Upon completion of Work, the Consultant, when required by the Client, shall compile for and deliver to the Client a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume will be reliable, the Consultant cannot and does not warrant their accuracy.

REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional services and client agrees that this information shall be only used for the project originally intended. They are not intended or represented to be suitable for reuse by Client or others, on extensions of this work, or on any other work. Client agrees to indemnify and hold Consultant harmless from claims resulting from unauthorized reuse of electronic files or unauthorized changes made by Client or others to files in the Client's possession.

ESTIMATES OF COST

Estimates of probable project cost that may be provided for herein are to be made on the basis of the Consultant's experience and qualifications and represent their best judgment as a professional familiar with the industry, but Consultant cannot and does not guarantee that proposals, bids or the cost will not vary from estimate of probable cost prepared by them. If the Client wishes greater assurance as to the Cost, they shall employ an independent cost estimator.

INFORMATION PROVIDED BY OTHERS

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

DISPUTE RESOLUTION

This Agreement shall be governed according to the laws of the State of Illinois. Venue for any legal or equitable action between the Client and the Consultant, which relates to this Agreement, shall be in the courts located in Macon County, Illinois.