

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, ILLINOIS
6:30 P.M.
TUESDAY, JUNE 3, 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 MAY 20, 2024
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

NEW BUSINESS

- 1.. ORDINANCE NUMBER 2025-15, APPROVING VARIANCE OF THE SETBACK FOR DRIVEWAYS ON THE PROPERTY LOCATED AT 783 SPYGLASS BOULEVARD, FORSYTH, IL (DIRECTOR OF PLANNING AND ZONING RYAN RALEIGH)
2. DISCUSSION AND POTENTIAL ACTION FOR CHANGE ORDER #4 AT WELL 7 (VILLAGE ENGINEER, JEREMY BUENING)
3. DISCUSSION AND POTENTIAL ACTION REGARDING MAROA FORSYTH BIKE PATH CONSTRUCTION OBSERVATION CONTRACT (VILLAGE ENGINEER, JEREMY BUENING)
4. DISCUSSION AND POTENTIAL ACTION REGARDING VILLAGE STRIPING CHANGE ORDER (VILLAGE ENGINEER, JEREMY BUENING)
5. DISCUSSION AND POTENTIAL ACTION REGARDING FENCE QUOTE FOR SALT DOME (DIRECTOR OF PLANNING AND ZONING, RYAN RALEIGH)
6. DISCUSSION AND POTENTIAL ACTION REGARDING RUMMAGE/GARAGE/YARD SALES IN VILLAGE (VILLAGE ADMINISTRATOR JILL APPLEBEE)
7. DISCUSSION AND POTENTIAL ACTION REGARDING STEVENS CREEK LIFT STATION (DIRECTOR OF PUBLIC WORKS DARIN FOWLER)
8. DISCUSSION AND POTENTIAL ACTION REGARDING EPA PERMIT (Village Attorney)

ADJOURNMENT

Topic: JUNE 3, 2025 BOARD MEETING
<https://us06web.zoom.us/j/89421231439> Meeting ID: 894 2123 1439
 CALL+13126266799,,89421231439# US

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, MAY 22, 2025
AT FORSYTH VILLAGE HALL**

CALL TO ORDER

Mayor 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 Chelsie Kidd, Trustee Lauren Young, Trustee Jeff London, Trustee Jim Ashby, Trustee Jeremy Shaw

Absent: Trustee Dave Wendt

Staff Present: Village Treasurer Rhonda Stewart, Village Clerk Cheryl Marty, Village Library Director Melanie Weigel, Village Engineer Jeremy Buening, Village Attorney Lisa Petrilli

Staff Absent: Village Administrator Jill Applebee, Public Works Director Darin Fowler, Planning and Zoning Director Ryan Raleigh

Others Present: Bill Krueger, Matt Crawford, Reed Sullivan, Jessica Bagley, Addie Bagley, Shannon O'Connor

CONSENT AGENDA

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF MAY 6, 2025
2. APPROVAL OF WARRANTS
3. APPROVAL OF TREASURER'S REPORT FOR THE MONTH OF APRIL 30, 2025

MOTION

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

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

Yeas: 4 – Ashby, Kidd, Young, London
Nays: 0 – None
Absent: 1 – Wendt
Abstain: 1 – Shaw

Motion declared carried.

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

Resident Jessica Bagley spoke regarding the cancelled Forsyth 5K race. She learned online at our website that the race will not be held this year and was extremely disappointed. She asked why this was cancelled then shared the many facts of why it is such a popular and successful race. She urged the Village to bring it back for the 2026 Forsyth Fest. The traffic light at Route 51 light at Weaver Road is still being investigated by IDOT for proper sequence.

ADMINISTRATION REPORTS

1. Law Enforcement Report
Sheriff Deputy Roberts had nothing significant to report.
2. Village Staff Reports
Village Engineer Buening said the Route 51 paving should be done by the third week of June. Even though 9-15 trees have been planted at the Sports and Nature Park he will check on the status of that project. Well 7 will have a walk-through tomorrow which will then generate a punch list. The bike path to grade school meeting with IDOT is yet to occur. He also said we are still waiting on the IEPA loan for the water tower painting.

Mayor Peck brought up the topic of allowing politicians in our parades so a discussion was held. He suggested that they must have political backing. A short discussion ensued that all agreed and that some guidelines need to be established so nothing offensive occurs.

OLD BUSINESS

1. DISCUSSION AND POTENTIAL ACTION REGARDING ACCESS ROAD TO COUNTY HIGHWAY 20 RECOMMENDATION OF AWARD (VILLAGE ENGINEER JEREMY BUENING)

Village Engineer Buening explained that three bids were received for the access road to County Highway 20 project. The bids included options for asphalt or concrete. A Board discussion was held regarding the pros and cons of concrete versus asphalt. Reed Sullivan, developer of Prairie Winds) was able to contribute further details to the discussion.

MOTION

Trustee London made a Motion to approve the acceptance of Sullivan Contractors for \$1,295,894.72 as presented and Trustee Kidd seconded the Motion.

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

Yeas: 5 – Ashby, Kidd, Young, London, Shaw
Nays: 0 – None
Absent: 1 – Wendt

Motion declared carried.

NEW BUSINESS

1. DISCUSSION AND POTENTIAL ACTION REGARDING PRAIRIE WINDS ROADS AND SEWER CONSTRUCTION SERVICES CONTRACT (VILLAGE ENGINEER JEREMY BUENING)

Village Engineer Buening explained the details of the contract services for construction assistance on the new north / south road in Prairie Winds Addition. This includes onsite field observation, administration and management of the project and contractor coordination. The plan is to have one engineer covering this project and the bike project to gain more efficiency. A brief discussion was held.

MOTION

Trustee Young made a Motion to approve the construction services contract as presented and Trustee London seconded the Motion.

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

Yeas: 5 – Ashby, Kidd, Young, London, Shaw
Nays: 0 – None
Absent: 1 – Wendt

Motion declared carried.

ADJOURNMENT

Trustee London made the Motion to adjourn and Trustee Ashby seconded the Motion. All Board members agreed by voice vote, and the meeting was adjourned at 7:10 p.m.

By: Cheryl Marty
Village Clerk

CONSENT AGENDA

ITEM 2

SYS DATE:05/29/25

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 57

SYS TIME:13:43
[NW1]

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DATE: 06/03/25

Tuesday June 03,2025

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 ALTORFER, INC W0000109430	01-41-512	REPAIR BACKHOE	3528.47	3528.47
01 AMAZON CAPITAL SERVICES			519.25	
053025	51-00-652	OP SUPPLIES		12.99
053025	01-53-651	OFFICE SUPPLIES		11.99
053025	01-53-681	AUDIO VISUAL		19.95
053025	01-53-909	PURCHASES FROM DONATIONS		81.96
053025	01-53-913	PROGRAMMING		151.76
053025	01-41-652	OP SUPPLIES		56.79
053025	01-52-652	OP SUPPLIES		163.86
053025	01-53-681	AUDIO VISUAL		19.95
01 ABIGAIL MCBRIDE #06132025	01-10-914	GLITTER TATTOO ARTIST FORSYTH FEST	460.00	460.00
01 ARCHITECTURAL EXPRESSIONS, LLP 6643-00001	30-00-851	DESIGN SERV LIB SIDING REPLACEMENT	9500.00	9500.00
01 AT&T MOBILITY 287346884574x05	51-00-552	MAY '25 WELL #7 PHONE LINES	118.44	118.44
01 ATI FLEET SERVICES 68170	01-41-512	EQUIP SERVICE-PLOW	1462.45	1462.45
01 BRIAN HICKEY 053025	01-10-914	SECURITY FOR FORSYTH FEST	320.00	320.00
01 BURDICK PLUMBING & HEATING CO, SD23558	51-00-549	TEST BACKFLOW DEVICES WATER PLANT	669.38	669.38
01 CHRISTOPHER ADAMS 053025	01-10-914	SECURITY FOR FORSYTH FEST	320.00	320.00
01 CHASTAIN & ASSOCIATES, LLC			31886.24	
053025	01-11-532	'25 ADMIN ADVISORY		4579.00
053025	01-11-532	SITE PLAN REVIEW OLD APPLEBEES SITE		432.00
053025	01-11-532	PRAIRIE WINDS SITE PLAN REVIEW		318.40
053025	01-11-532	PRAIRIE WINDS GIS ACCESS DRIVE		40.00
053025	01-11-532	PRAIRIE WINDS ROAD ADVISORY		2904.06
053025	01-52-532	PARK DEPT ADVISORY		2025.00
053025	01-41-515	STORM WATER ADVISORY		53.85
053025	30-00-892	BIKE PATH F.PKWAY, W F.PKWAY, GRAYHAW		3336.95
053025	30-00-882	ROAD MAINT WEAVER, HICKORY PT RD		3953.07
053025	30-00-898	PRAIRIE WINDS PHASE B & C		13338.91
053025	38-00-863-1	SPORTS NATURE PARK		905.00
01 U.S. POSTAL SERVICE 053025	01-11-551	POSTAGE FOR POSTAGE MACHINE	500.00	500.00
01 CONSTELLATION NEWENERGY INC.			15458.16	
70696744801	01-11-571	ELECTRIC UTILITIES VHALL		334.19
70696744801	01-41-571	PW/MAINT/SALT BUILDINGS		725.09
70696744801	01-41-572	EMERGENCY SIRENS		273.45
70696744801	01-41-579	TRAFFIC SIGNALS		441.01
70696744801	01-52-571	PARKS/TRAIL LIGHTS		1954.94
70696744801	01-53-571	LIBRARY BLDG		1298.15

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
70696744801	51-00-571	WELLS/TOWERS/WTR PLANTS		3314.57
70696744801	52-00-571	SEWER LIFT STATIONS		861.90
70821128001	01-41-572	MAY '25 ENTRANCE SIGNS		107.16
70821131601	01-41-572	MAY '25 STREET LIGHTING		6147.70
01 CONNIE'S GREEN HOUSE 5507	01-52-617-1	PARK LANDSCAPING	220.00	220.00
01 DECATUR COMPUTERS INC DCI52363	01-10-549	D. WENDT EMAIL	94.50	31.50
DCI52387	01-10-549	SET UP EMAILS C. KIDD & J. ASHBY		63.00
01 DEMCO, INC 7646223	01-53-651	OFFICE SUPPLIES	155.62	57.83
7646223	01-53-659	LIBRARY SUPPLIES		97.79
01 DUNKER ELECT SUPPLY INC 211654-00	01-52-620	TRAIL MAINT LIGHTS	1680.00	1680.00
01 DYNAGRAPHICS, INC 256291	01-10-913	BANNER FOR BOAT SHOW	138.30	138.30
01 EBSCO INFORMATION SERVICES 2504994	01-53-672	WALL STREET JOURNAL	76.58	76.58
01 FUN-TO-GO LLC 44222365	01-53-913	INFLATABLES FOR 7-26	912.20	912.20
01 CENGAGE LEARNING INC/GALE 999100420225	01-53-671	BOOKS	238.77	161.55
999100424526	01-53-671	BOOKS		77.22
01 HACH COMPANY 14502323	51-00-549	SEMI ANNUAL CALS MONITORING	3697.00	3697.00
01 HOLLY JOHNSON 06132025	01-10-914	FACE PAINTER FORSYTH FEST	460.00	460.00
01 INDUSTRIAL RUBBER, INC 35581854	01-41-612	EQUIP MAINT BACK HOE	61.41	61.41
01 JEFFREY W HANLIN 053025	01-10-914	HORSE/WAGON FOR FORSYTH FEST	350.00	350.00
01 LINDE INC. 49715506	51-00-656	CHEMICALS	9451.46	9451.46
01 LOCIS 49353	01-11-560	CLASS FOR G. HOFFMAN	300.00	300.00
01 LOWE'S COMPANIES, INC. 053025	01-52-611	BLDG MAINT SUPPLIES	11.80	11.80
01 MAY COCAGNE AND KING P C 75787	01-11-531	APR '25 AUDIT SERVICES	9800.00	8000.00
75787	18-00-531	APR '25 AUDIT SERVICES		1800.00
01 MENARDS 053025	01-52-652	OPERATING SUPPLIES	254.51	4.29
053025	01-53-909	PURCHASE FROM DONATION GARDEN ITEMS		16.30
053025	01-41-652	OPERATING SUPPLIES		16.59
053025	51-00-652	OPERATING SUPPLIES		83.33
053025	01-41-614	STREET MAINT. SUPPLIES		113.03
053025	01-11-654	JANITORIAL SUPPLIES		12.98

SYS DATE:05/29/25

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[NW1]

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
053025	01-52-617-1	PARK LANDSCAPING		7.99
01 MATTHEW HELFER 053025	01-10-914	SECURITY FOR FORSYTH FEST	320.00	320.00
01 MISSISSIPPI LIME COMPANY CD94050 CD95787	51-00-656 51-00-656	CHEMICALS-LIME CHEMICALS-LIME	13423.15	6650.25 6772.90
01 MORGAN DISTRIBUTING, INC. INV-079141 INV-079440	01-41-655 01-52-655	FUEL FUEL	1903.85	866.98 1036.87
01 MTI DISTRIBUTING, INC 1471953-00 1474828-00	01-41-612 01-52-612	EQUIP MAINT TORO EQUIP MAINT - TORO	1379.10	1025.71 353.39
01 MUG-A-BUG 66670	01-41-560	CLASSES FOR PW	510.45	510.45
01 PRAIRIE COMPUTER NETWORK SOLUT 1464	01-53-651-1	PHONES FOR LIBRARY	729.93	729.93
01 PEST OUTPOST LLC 7728	01-41-512	EQUIP SERVICE	109.33	109.33
01 PETALS GIFT SHOP 70881 70911 71060	01-10-914 01-53-913 01-53-913	TANK TOPS FOR FORSYTH FEST SHIRTS FOR LIBRARY' SHIRTS FOR LIBRARY	431.00	134.00 267.00 30.00
01 PETTY CASH 053025	01-10-914	PETTY CASH FOR FORSYTH FEST	2500.00	2500.00
01 AT & T 053025 053025 053025 053025	52-00-552 52-00-552 52-00-552 52-00-552	783 STVNS CRK PHONE LINE MAY '25 101 HUNDLEY PHONE LINE MAY '25 440 HUNDLEY PHONE LINE MAY '25 815 W FSYTH PKWY PHONE LINE MAY '25	861.31	214.32 214.32 214.32 218.35
01 SPEED LUBE 00011-4767	01-52-513	OIL CHANGE '21 RAM 1500	65.95	65.95
01 IMPERIAL DADE 7335134-00	01-52-654	JANITORIAL SUPPLIES	931.37	931.37
01 UNIVERSITY OF ILLINOIS 250008	01-53-913	WILDLIFE VISIT	100.00	100.00
01 US POSTAL SERVICE (CAPS) 053025 053025	51-00-549-1 52-00-549-1	W/S POSTAGE FOR 6-1 BILLING W/S POSTAGE FOR 6-1 BILLING	737.13	368.56 368.57
01 VILL OF FORSYTH 053025	01-11-571	W/S UTILITIES FOR 4/20-5/20/25	150.00	150.00
01 WAL-MART 053025 053025	01-53-651 01-53-913	OFFICE SUPPLIES PROGRAMMING	66.14	40.54 25.60
01 WASTE MANAGEMENT SERVICES INC 1760855-2477-3	01-10-913	DUMPSTERS FOR CLEAN UP WEEK	5942.63	5942.63
** TOTAL CHECKS TO BE ISSUED			122805.88	

SYS DATE:05/29/25

VILLAGE OF FORSYTH
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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
GENERAL FUND			56741.29	
TIF DISTRICT FUND			1800.00	
CAPITAL PROJECT FUND			30128.93	
FORSYTH FAMILY SPORTS/NATURE PAR			905.00	
WATER OPERATIONS			31138.88	
SEWER OPERATIONS			2091.78	
*** GRAND TOTAL ***			122805.88	
TOTAL FOR REGULAR CHECKS:			109,382.73	
TOTAL FOR DIRECT PAY VENDORS:			13,423.15	

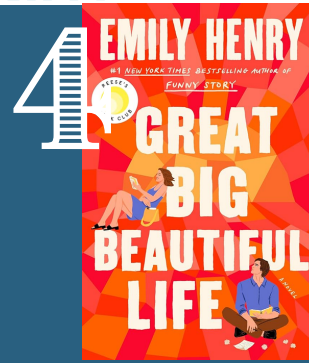
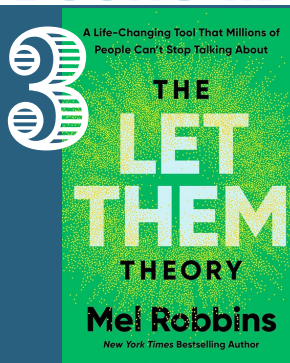
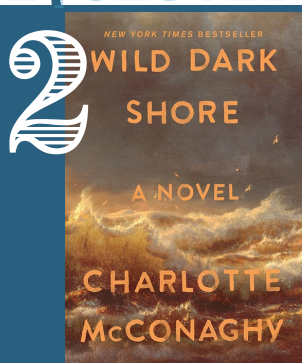
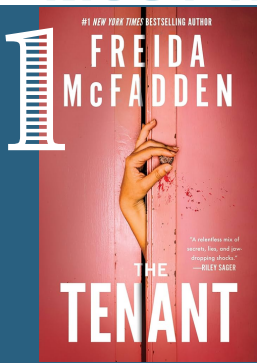
ADMINISTRATION REPORTS

LIBRARY UPDATES:

- This has been one of the busiest weeks of year here at FPL. Summer Reading Sign Ups are in full swing with programs for ages 2 - adult. We had 115 individuals sign up on the very first day! This is 23 more than in 2024 and puts us on a great track to surpass our total goal. Patrons track their reading throughout the summer, earning fun prizes along the way with a chance to win a Grand Prize for each of our four age brackets:
 - Ages 2-5: Magna-tiles Play Set
 - Ages 6-12: Nintendo Switch and MarioKart
 - Teens: Basket of Board Games
 - Adults: One of 3 Prizes including \$100 Casey's gift card, \$100 Dollar General gift card or a 3 month Club Car Wash membership.
- On May 29, members of the Decatur Garden Club assisted our youngest patrons in planting flowers in our front flower beds. The Youth Garden is named in honor of community member Larry Reed and his support of the library.
- On May 31, we hosted the Summer Reading Kick-Off Party. Kids enjoyed the Foam Blaster from Absolute Science, mega bubbles, outdoor painting, and much more! It was a great way to start off our summer of fun.
- Kids' programs include the Oil Pastel Mini Canvas painting on June 2, Do Art Productions on June 3, Gamer Design Perler Beads on June 5, Foodie Friday on June 6, Slap Bracelet Decorating on June 7, MarioKart Drop-In on June 9, the U of I Wildlife Rescue presentation on June 10, Outdoor Painting on June 11 and Giant Games on June 12.
- Adult programs include Crafternoon Delight on June 2, Community Watch on June 3, Coffee Talk on June 5, Food for Thought Book Club on June 12 as well as Chair Yoga every Monday and Wednesday.
- Our transition to fiber internet through Conxxus is now complete and we will be transitioning to a VOIP phone system in the coming weeks.
- I was recently informed that my proposal to speak at the Illinois Library Association conference this fall as part of a panel on using passive and drop-in programming to increase library visitors was accepted.

Melanie Weigel, Director

MOST REQUESTED BOOKS IN MAY



ENGINEER'S REPORT

Forsyth; June 3, 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.

The bid has been accepted and the necessary agreements to start construction and construction observation are underway.

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 work is complete. There is still some final grading work to be done over the tile as well as some final rip rap to be placed along the pond bank. The site trees that are located along CH 20, Oakland Ave, and the north berm have been delivered and installed. Final seeding will be installed once weather permits this spring (after May 1st) after 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.

An operating permit was issued by the state April 17, 2025. Village staff are doing some final operational testing of the controls prior to putting it into service.

A final change order has been drafted to reconcile the unused contingency funds and a final payment will need to be processed.

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.

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. Design engineering is underway.

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.

The project has received environmental clearances and Andrews has prepared the PESA. IDOT has provided review comments of the Draft Phase I submittal. Final Phase I Design approval was received from IDOT on Tuesday, February 11, 2025 which clears us for moving forward with Phase II Engineering Design.

ENGINEER'S REPORT

Forsyth; June 3, 2025 Board Meeting

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



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. The Corp of Engineers has signed off on the project. Still waiting for SHPO clearance and then all of the stakeholders will have signed off on the project.

The funding nomination was submitted to the IEPA in March. This is the first step in obtaining an IEPA loan. Based on the funding application and other criteria such as need etc. the IEPA will announce approved projects for IEPA loan funding in June 2025. If the funding is approved, the project can move forward into construction in the fall 2025.

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. The supplement to do more work under this contract has been completed and a final balancing change order is being processed.

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. The contractor has completed the installation of all items for this project, with the exception of a couple of minor punch-list items. Final seeding around the disturbed areas will be placed as soon as weather permits. The parking lot can be opened to the public for use in the meantime.

Project 9177 – Prairie Winds Storm Sewer and Utilities

Phase B has started, which is comprised of designing a drainage connection between the proposed Prairie Winds Road storm sewer and the existing drainage ponds located west of the school. Design and construction plans have been completed for this project. Bids for this project were opened on Thursday May 15th. A bid recommendation to the board has been included in the board packet for the Tuesday, May 20th board meeting.

Public Works Report 5-29-25

Village:

- * We maintained the Village Hall, the Library, and other property / easements throughout the Village.
- * We worked on permits, ordinances, inspections, and concerns in relation to residents, existing and possible new businesses.
- * Locates continue as Rt 51 contractors, businesses and residents complete outside work.
- * Limb Program is every Monday, March through December. Been very busy with limbs due to recent storms/winds.
- * Road Patching continues.
- * We continue to pick up trash along Route 51 and the village streets / parks.

Village to do list:

- * Storm grate / sink hole repairs throughout the Village.
- * Continue providing inspections for the new homes going up at Prairie Winds Sub-D.

Village Priorities for the summer months:

Prairie Winds growth, both sides of the grade school.
Road Projects (E Weaver, W Hickory Point Rd) and road repairs.

Parks:

- * We are adding playground mulch to the playground landing areas.
- * Still working on Veteran's Memorial. Bricks, borders, pavers. We are touching up what TJ Jackson created. He did a wonderful job with it.
- * Ball field preps, mowing, and weed trimming are all in full motion.

Parks to do list:

- * Forsyth Family Fest preps.
- * Tree removal.

Park Priorities for the upcoming summer months:

1,2 Fencing, Scoreboards.
Sand Volleyball moved.
Veteran's Pond Spillway replacement.

Water Treatment Plant / Sewer:

- * Continued with meeting monthly / annual IEPA sampling and analysis requirements.
- * 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 4 valves so far that were closed, and they should have been open.
- * Sanitary Lift Stations pumps (one rebuilt, one ordered new) should be in soon. Once in, we will start to rotate pumps in/out for preventive maintenance.

Water / Sewer priorities and to do list is:

- * Polymer system install.
- * Sanitary Lift Station communication upgrades.

Thanks, Darin – Public Works Director of THE Village of Forsyth!

NEW BUSINESS

ITEM 1

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER 2025-15

**AN ORDINANCE APPROVING VARIANCE OF THE SETBACK FOR DRIVEWAYS
ON THE PROPERTY LOCATED AT
783 SPYGLASS BOULEVARD FORSYTH, ILLINOIS**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

JIM ASHBY
CHELSIE KIDD
JEFF LONDON
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. _____

**AN ORDINANCE APPROVING VARIANCE OF THE SETBACK FOR DRIVEWAYS
ON THE PROPERTY LOCATED AT
783 SPYGLASS BOULEVARD FORSYTH, ILLINOIS**

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

WHEREAS, an application was filed by Roger Dwinell for a variance to Section 3.5 of the Village Development Ordinance to permit a driveway to be located on the property line at the property commonly referred to as 783 Spyglass Boulevard and legally described as: STEVENS CREEK POINTE 2ND ADD L 29 00BK2956/85 IRREG 96BK2695/36 (PIN: 07-07-15-303-040) (“Property”); and

WHEREAS, the Property is located on a cul-de-sac in the Village; and,

WHEREAS, Section 3.5 states provides:

driveways in residential zoning districts may be located no closer than 3 feet from a side property line. However, in cul-de-sac locations, the Zoning Official may allow for a reduced driveway setback based on the lot, adjacent development, and site layout;

and,

WHEREAS, the Planning and Zoning Commission (“Commission”) held a duly noticed public hearing on May 22, 2025, and voted unanimously (7-0) to recommend approval of the variances to Development Ordinance Section 3.5, which would vary the driveway setback and allow the driveway to be constructed up to the property line for an additional 50 feet from the current location as requested in the application; and,

WHEREAS, Section 3.5 and 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 adopts the findings of fact of the Commission as set forth in the Commission's written Findings of Fact and Recommendation, attached hereto as **Exhibit A**.

Section 3. Description of the Property. The Property is commonly known as 783 Spyglass Boulevard and legally described as: STEVENS CREEK POINTE 2ND ADD L 29 00BK2956/85 IRREG 96BK2695/36 (PIN: 07-07-15-303-040).

Section 4. Public Hearing. A public hearing was advertised in the Decatur Herald & Review on May 7, 2025, and held by the Planning and Zoning Commission on May 22, 2025, at which time the Planning and Zoning Commission voted to recommend approval of the variance of the driveway setback requirement for the Property.

Section 5. Variance. The variation requested in the Variance Request Application to permit the driveway on the Property to be constructed on the property line for an additional 50 feet from the current location, and as recommended at the May 22, 2025, Planning and Zoning Commission meeting, is hereby granted.

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 June, 2025, at Forsyth, Macon County, Illinois.

	YES	NO	ABSENT	PRESENT
ASHBY				
KIDD				
LONDON				
SHAW				
WENDT				
YOUNG				
PECK				
TOTAL				

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

EXHIBIT A
FINDINGS OF FACT & RECOMMENDATION

VARIANCE RECOMMENDATION & FINDINGS OF FACT

To: Village of Forsyth Board of Trustees

From: Planning & Zoning Commission

Re: Recommendation for approval of a variance for the real property located at 783 Spyglass Blvd, Forsyth, IL 62535 and legally described as STEVENS CREEK POINTE 2ND ADD L 29 00BK2956/85 IRREG 96BK2695/36

Date: May 23, 2025

On May 22, 2025, the Planning and Zoning Commission (“Commission”) held a public hearing for a variance at 783 Spyglass Blvd, Forsyth, IL 62535. The notice of the public hearing was published in the Herald & Review on May 7, 2025. A copy of the certificate of publication is attached.

Mr. Dwinell intends to construct a garage at the rear of his property. The unique characteristics of his lot, being situated on a cul-de-sac with angled property lines, necessitate positioning the driveway along the property line for accessibility around the residence.

The Development Ordinance specifies, “Driveways in residential zoning districts may be located no closer than 3 feet from a side property line. However, in cul-de-sac locations, the Zoning Official may allow for a reduced driveway setback based on the lot, adjacent development, and site layout” (Am. Ord. 946, passed 6-1-2015). The variance will allow him to have the driveway on the property line for an additional 50 ft from the current location.

This property is legally described as STEVENS CREEK POINTE 2ND ADD L 29 00BK2956/85 IRREG 96BK2695/36

Based on the public hearing, the Commission voted 8 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

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Ryan Raleigh, Director of Planning and Zoning
Date: May 23, 2025
Subject: Driveway Setback Variance

Roger Dwinell has made a request to vary a setback requirement of the Development Ordinance Section 3.5 Accessory Structures and Uses for the real property located at 783 Spyglass Blvd. Forsyth, IL 62535 and legally described as STEVENS CREEK POINTE 2ND ADD L 29 00BK2956/85 IRREG 96BK2695/36

Mr. Dwinell intends to construct a garage at the rear of his property. The unique characteristics of his lot, being situated on a cul-de-sac with angled property lines, necessitate positioning the driveway along the property line for accessibility around the residence.

The Development Ordinance specifies, "Driveways in residential zoning districts may be located no closer than 3 feet from a side property line. However, in cul-de-sac locations, the Zoning Official may allow for a reduced driveway setback based on the lot, adjacent development, and site layout" (Am. Ord. 946, passed 6-1-2015). The variance will allow him to have the driveway on the property line for an additional 50 ft from the current location.

While the ordinance grants the Zoning Official the discretion to permit a reduced setback tailored to the specific conditions of the lot, I believe that the nature of Mr. Dwinell's request, which includes the extension of the driveway around to the rear property, warrants the review and approval of the Planning and Zoning Commission to ensure compliance with community standards and safety considerations.

Thank you for your attention to this matter. I look forward to the Commission's thorough evaluation of Mr. Dwinell's request.

The Planning and Zoning Commission voted 8 to 0 to approve the variance.



VILLAGE OF FORSYTH

301 S. Route 51
Forsyth, IL 62535

Phone: (217) 877-9445 / Fax: (217) 877-9863



VARIANCE REQUEST APPLICATION

OWNER: ☒

APPLICANT: ☐

Name: ROGER DWINELL

Address: 783 SPYGLASS BLVD.

Phone Number: (818) 625-1959

E-mail: roger.dwinell@gmail.com

Property Address: SAME AS ABOVE

PIN #: _____

Legal Description of the Property:

INFORMATION OBTAINED FROM THE MACON COUNTY INTERACTIVE MAP
STEVENS CREEK POINTE
2ND ADD L 29 00BK2956/85 IRREG 96BK2695/36

Zoning District: R-1: Single Family Residence District

Requested variation(s) to the Development Ordinance (include reference to provisions of the Development Ordinance being affected):

FORSYTH DEVELOPMENT ORDINANCE
3.5 ACCESSORY STRUCTURES AND USES
Am. Ord. 946, passed 6-1-2015

CONCRETE DRIVEWAY TO EXTEND FROM FRONT TO REAR OF HOUSE / LOT 29
WHICH REQUIRES REDUCED SET BACK CLEARANCE DUE TO CUL-DE-SAC
LAYOUT AND DIMENSIONS.

Brief description of what the proposed plan is for the property:

VARIANCE NEEDED TO EXTEND THE EXISTING CONCRETE DRIVEWAY TO THE
REAR YARD OF THE HOUSE / LOT 29.

*Attach a dimensioned site plan or plat to depict the proposed variation(s) and plan for the property.

The questions below shall be answered completely, otherwise the Planning and Zoning Commission shall not recommend a variation and the Village Board shall not grant a variation to the provisions of this Ordinance (for multiple variance requests provide answers for each request):

1. What special or unique circumstances exist that are unique to the property seeking the variance (examples of special circumstances include, but are not limited to the physical character of the land or buildings, dimensions, topography, and soil conditions)?

THE VARIANCE WILL ALLOW THE NEW CONCRETE DRIVEWAY ALONG THE SIDE OF THE ADJACENT PROPERTY #30 CURRENT DRIVEWAY WITH ZERO CLEARANCE AT THE PROPERTY LINE.

2. Are the special circumstances not of so general or recurring a nature throughout the entire Village as to make it reasonably practical to provide for a general regulation?

THIS IS A COMMON CHALLENGE ON A CUL-DE-SAC CREATING THE NEED FOR THESE CONCRETE DRIVEWAYS TO SHARE THE PROPERTY LINE.

3. Will the strict application of the Development Ordinance deprive the applicant of rights and/or uses commonly enjoyed by other owners of property in the immediate area under the regulations of this Development Ordinance? Please explain and give examples if available.

NO, THIS WILL NOT DEPRIVE ANYONE OWNING THESE PROPERTIES OF THEIR RIGHTS OR USES. THE VARIANCE WILL SERVE TO IMPROVE LOT 29 AND IN NO WAY DEPRIVE LOT 30 OF THEIR USE.

4. Will the authorization of such variance not be of substantial detriment to adjacent property and will the granting of the variance not change the character of the district? Please explain.

NO DETRIMENTS. THE NEW CONCRETE WILL BE GRADED AS SUCH TO IMPROVE THE DRAINAGE TOWARDS THE STREET OF LOT 29, WHICH IS CURRENTLY SUB OPTIMAL.

5. Is the variance the minimum variance that will make possible the reasonable use of the property, building, or structure? Please explain.

YES. THIS VARIANCE WILL PROVIDE REASONABLE USE OF THE BACK YARD PROPERTY OF LOT 29.

\$90.00 Application Fee: Required at time of the application. The fee will not be refunded if the request is denied by the Village Board of Trustees.

Signature: _____ Date: _____

For office use only

Date Received: 4-21-25

PZC Meeting Date: _____

Application Fee Paid: 90.00

Board Meeting Date: _____

Approved (Y/N): _____

Ordinance # _____

- (1) Uses lawfully established prior to the effective date of this Ordinance may be continued, subject to the conditions and restrictions contained in Article VIII, NON-CONFORMITIES, of this Ordinance.
- (2) Special uses may be allowed, but only in accordance with this ordinance.

The uses permitted in each zoning district are listed in Article IV, **DISTRICT REGULATIONS**.

3.3 SPECIAL USES:

In each zoning district, certain listed uses may be permitted only if a special use permit is secured in accordance with the provisions and procedures of Article IX. The special uses which may be allowed in each zoning district are set out in Article IV, **DISTRICT REGULATIONS**. No listed special use shall be considered an accessory use to any other permitted or special use, and a permit shall be required for each separate special use.

3.4 AGRICULTURE AS A PERMITTED USE:

Farming shall be permitted in any zoning district, although the raising or keeping of livestock or poultry shall not be permitted in Residential Districts R-1, R-2 and R-3. Dwelling units which are accessory to the farming uses shall also be permitted provided, however, that the occupants of the dwellings are engaged in agricultural activities on the premises as their principal means of livelihood, or are for the immediate family (such as parents, children, grandchildren) of the owners of the farm when such owner's principle residence is on the farm, provided, however, that the original farm residence can be rented to non-farm workers if the owners have moved from the property.

3.5 ACCESSORY STRUCTURES AND USES:

All accessory uses shall comply with the standards of the district in which they are located. No accessory use or structure shall be established or erected prior to the establishment or erection of the principal use to which it is accessory. No existing accessory use may be expanded or extended except in compliance with all of the regulations of this Ordinance.

Where an accessory building is structurally attached to a principal building, it shall be subject to, and must conform to, all regulations of this Ordinance applicable to the principal building.

Permitted accessory uses are listed for each district in Article IV, 4.8 Permitted and Special Use Chart. (Am. Ord. 946, passed 6-1-2015)

No accessory building or structure shall encroach upon that side yard of a corner lot which is adjacent to the street, nor upon the rear yard of a through lot, nor upon the front yard of any lot.

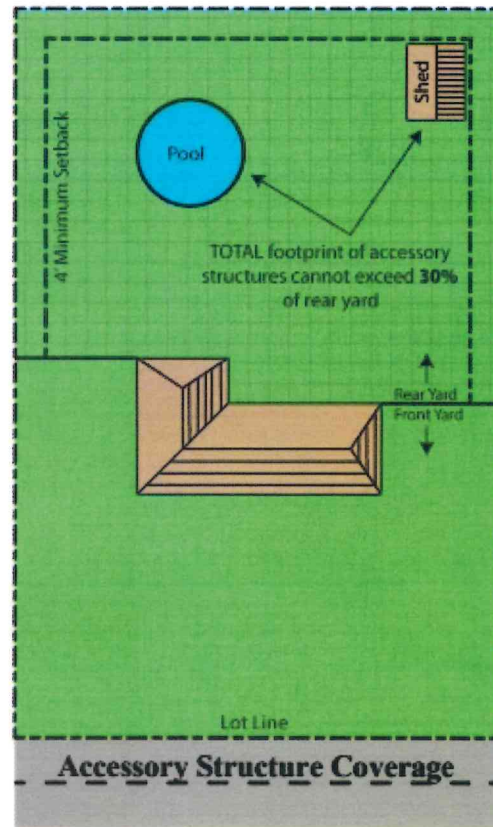
No accessory building or structure shall exceed the height of one (1) story or fifteen (15) feet.

3.5

All accessory buildings or structures shall be at least four (4) feet from any property line. However, accessory buildings and structures constructed prior to March 1, 2012, may be within two (2) feet from any property line, except in the OT: Original Town District, where they may be placed at the property line. (Am. Ord. 945, passed 6-1-2015)

Detached garages and carports accessory to single-family dwellings shall not exceed thirty percent (30%) of the rear yard area. All other detached accessory uses except in-ground swimming pools shall not exceed ten percent (10%) of the rear yard area. The total of all accessory buildings (including in-ground swimming pools) shall not exceed thirty percent (30%) of the rear yard area. Exceptions to these standards shall be permitted pursuant to the issuance of a Special Use Permit. (Am. Ord. 946, passed 6-1-2015)

Driveways in residential zoning districts may be located no closer than 3' from a side property line. However, in cul-de-sac locations the Zoning Official may allow for a reduced driveway setback based on the lot, adjacent development, and site layout. (Am. Ord. 946, passed 6-1-2015)



3.6 TEMPORARY BUILDINGS, STRUCTURES, AND USES OF LAND:

The Village Board may authorize the temporary use of a building, structure or parcel of land in any zoning district for a building, structure or use of land that does not conform to regulations prescribed elsewhere in this Ordinance for the zoning district in which it is located, provided however, that such use is of a temporary nature.

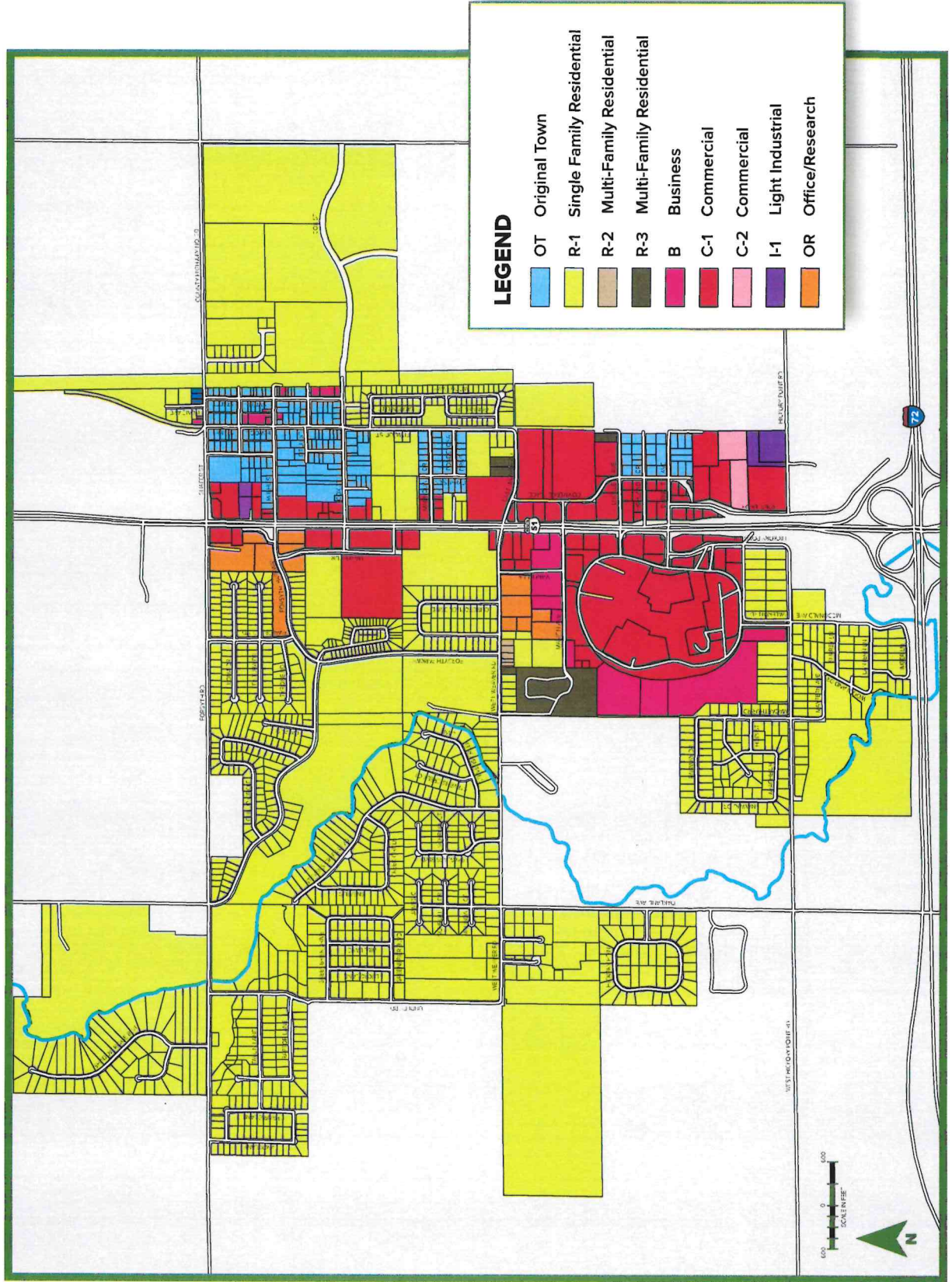
Such uses shall be granted for a specified period of time and shall be subject to such conditions as the Village Board determines to be necessary for the safeguarding of the public health, safety, and general welfare.

3.7 CONTROL OVERUSE:

No building or premises shall hereafter be used or occupied, and no building or structure, or part thereof, shall be erected, raised, moved, reconstructed, extended, enlarged, or altered, except in conformity with the regulations herein specified for the district in which it is located.

3.8 BUILDING HEIGHT:

ZONING MAP

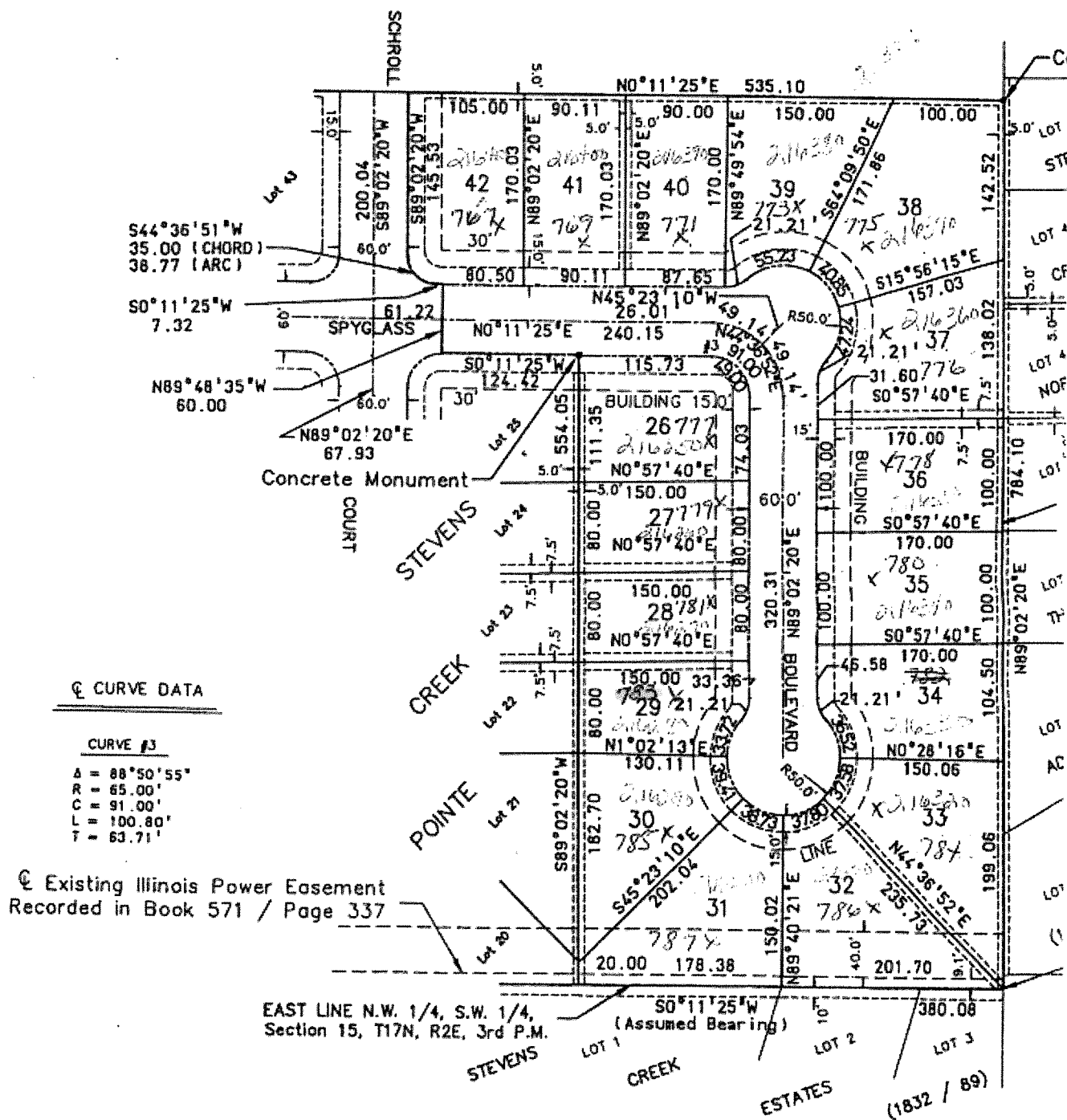
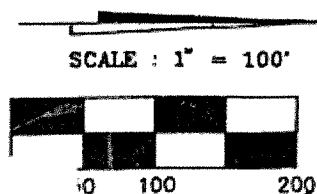


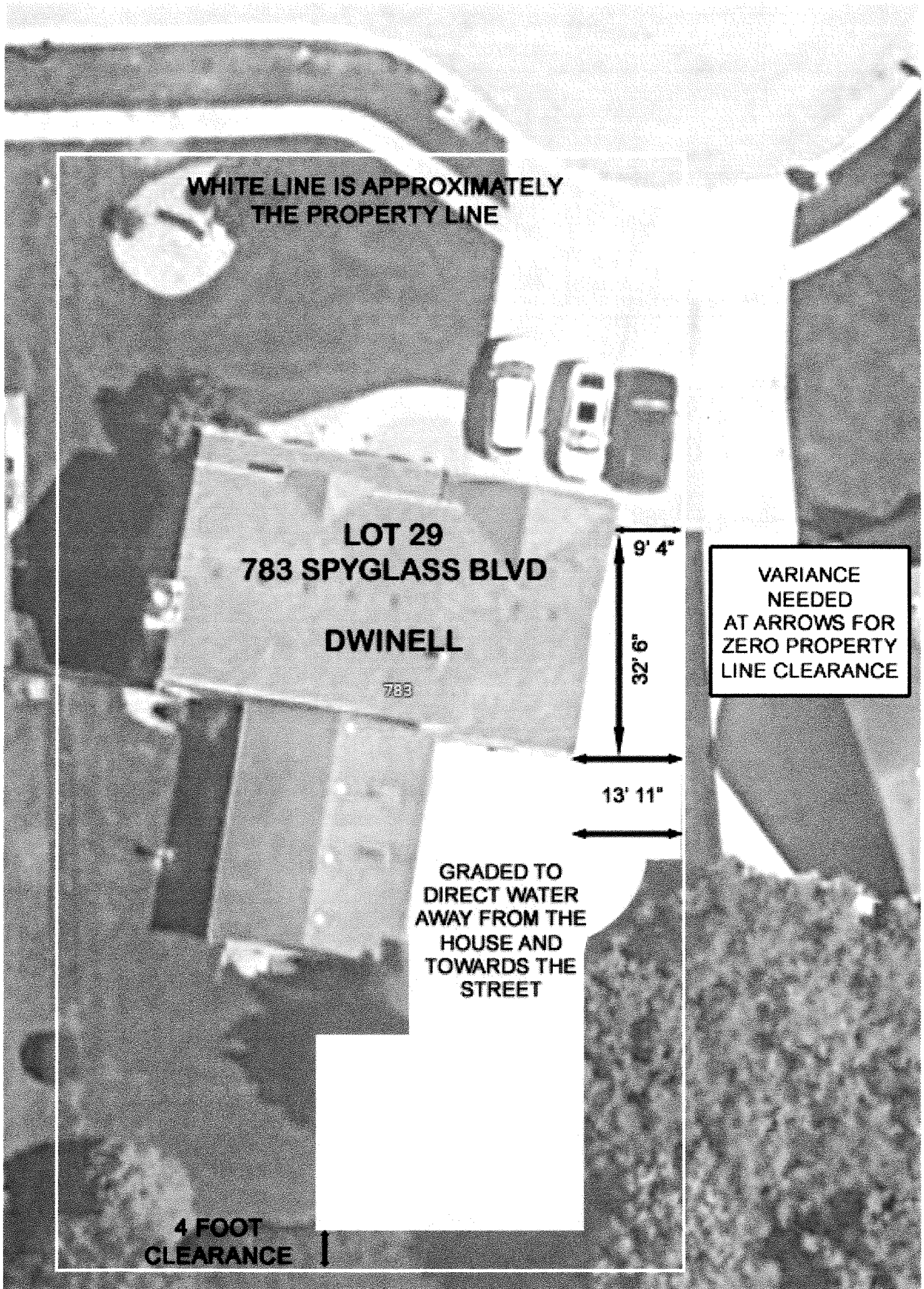
STEVENS CREEK POINTE SECO

A SUBDIVISION IN A PART OF THE N.W. 1/4, S.W. 1/4, SECTION 15, TOWNSHIP

OWNER / SUBDIVIDER

STEVE HORVE





VARIANCE APPLICATION GENERAL INFORMATION:

- Complete the entire Variance Request Form including:
 - ☐ Owner or Applicant Information (Please check appropriate box. However, if you are the applicant, contact information is needed for you and the owner.)
 - ☐ Legal Description of the Property (If you do not know the property's legal description contact Macon County or access the information on the Macon County website.)
 - ☐ Existing zoning of the property (if unsure please verify with Village Hall)
 - ☐ List the requested variation(s) to the Development Ordinance (Example – Section 4.9: Front Yard variance of 5 feet to allow a home addition to within 25 feet of the property line in an R-1 zoning district.)
 - ☐ Describe what your plans are for the property.
 - ☐ Provide a dimensioned site plan or plat to depict the proposed variation(s). The site plan or plat should include the location of any current or proposed structures on the property.
 - ☐ Thoroughly answer the five mandatory questions for the Variance Standards that the Planning and Zoning Commission and Village Board will be basing their recommendation and decision on for the variance request.
 1. Special or unique circumstances exist that are unique to the property seeking the variance (examples of special circumstances include, but are not limited to the physical character of the land or buildings, dimensions, topography, and soil conditions); and
 2. The special circumstances are not of so general or recurring a nature throughout the entire Village as to make it reasonably practical to provide for a general regulation; and
 3. Strict application of the Development Ordinance will deprive the applicant of right and/or uses commonly enjoyed by other owners of property in the immediate area under the regulations of this Development Ordinance; and
 4. The authorization of such variance will not be of substantial detriment to adjacent property and the granting of the variance will not change the character of the district; and
 5. The variance is the minimum variance that will make possible the reasonable use of the property, building, or structure.
- Note: The Commission or Board may also recommend denial or deny an application for a variance if evidence is submitted and substantiated demonstrating any of the following:
- The need for the variance was created by the applicant or another party with an interest in the property;
 - The granting of the variance will impair neighboring property values; and/or
 - The granting of the variance will cause substantial detriment to the public good.
- ☐ Pay the required \$90 application fee; make check out to Village of Forsyth
 - ☐ Sign and date the form and return to Village Hall

Village Staff will then review the application to ensure completeness. Once the application is deemed complete, Village Staff will notify the applicant of the meeting dates for the Planning and Zoning Commission meeting/Public Hearing and the Board of Trustees meeting.

* Planning and Zoning Commission meetings are held every 4th Thursday of the month and Board of Trustee meetings are held every 1st and 3rd Monday of the month. Village Staff will inform you of the date your application will go before the Commission and Board.

** If a Variance Request gets approved, an applicant has **18 months** from the date the ordinance is approved to apply for a **building permit**. An extension may be granted by the Village Board of Trustees to the 18 month timeframe if an applicant requests an extension prior to the 18 month time limitation. Should a building permit not be issued or an extension not be granted prior to the 18 month time limitation, the variance shall be considered null and void.

VARIANCE RECOMMENDATION & FINDINGS OF FACT

To: Village of Forsyth Board of Trustees

From: Planning & Zoning Commission

Re: Recommendation for approval of a variance for the real property located at 783 Spyglass Blvd, Forsyth, IL 62535 and legally described as STEVENS CREEK POINTE 2ND ADD L 29 00BK2956/85 IRREG 96BK2695/36

Date: May 23, 2025

On May 22, 2025, the Planning and Zoning Commission (“Commission”) held a public hearing for a variance at 783 Spyglass Blvd, Forsyth, IL 62535. The notice of the public hearing was published in the Herald & Review on May 7, 2025. A copy of the certificate of publication is attached.

Mr. Dwinell intends to construct a garage at the rear of his property. The unique characteristics of his lot, being situated on a cul-de-sac with angled property lines, necessitate positioning the driveway along the property line for accessibility around the residence.

The Development Ordinance specifies, “Driveways in residential zoning districts may be located no closer than 3 feet from a side property line. However, in cul-de-sac locations, the Zoning Official may allow for a reduced driveway setback based on the lot, adjacent development, and site layout” (Am. Ord. 946, passed 6-1-2015). The variance will allow him to have the driveway on the property line for an additional 50 ft from the current location.

This property is legally described as STEVENS CREEK POINTE 2ND ADD L 29 00BK2956/85 IRREG 96BK2695/36

Based on the public hearing, the Commission voted 8 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: Village of Forsyth Mayor and Board of Trustees
From: Ron Legner, PE
Date: June 3, 2025
cc: Ms. Jill Applebee, Village Administrator
Re: **Well 7 Construction & Raw Water Main Extension Change Order #4**

Honorable Mayor and Trustees,

Presented for consideration is construction contract change order #4 for the Well 7 project. This change order to Burdick Plumbing & Heating Company covers the final standard adjustment to the Alterations, Cancellations, Extensions, Deductions, and Extra Work pay item. Net change to the contract price by this change order is a deduction of \$59,100.00. The original contract price for construction of Well 7 was \$1,707,820.00. The final construction contract price after both this and previous change orders will now be \$1,648,151.92.

Chastain & Associates LLC recommends approval of Change Order #4 to the Well 7 Construction & Raw Water Main Extension project. Thank you for the opportunity to serve the Village in this matter. Should you have any questions in advance of the Board meeting, please feel free to contact us at your convenience.

CHANGE ORDER

Order No.: #04

Date: 5/7/2025Agreement Date: 12/6/2022**NAME OF PROJECT:** WELL 7 CONSTRUCTION & RAW WATER MAIN EXTENSION**OWNER:** VILLAGE OF FORSYTH, ILLINOIS**CONTRACTOR:** THE BURDICK PLUMBING & HEATING COMPANY, INC.The following changes are hereby made to the **CONTRACT DOCUMENTS**:

ITEM AND QUANTITY	ADDITION	DEDUCTION
42. Alt, Can, Ext, Ded, and EW; deduct 0.788 L Sum @ \$75,000/L Sum	\$0.00	\$59,100.00
Totals =	\$0.00	\$59,100.00
Total Contract Change =	-\$59,100.00	

JUSTIFICATION:

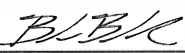
Balancing pay items to zero.

CHANGE TO CONTRACT PRICE:Original **CONTRACT PRICE**: \$1,707,820.00Current **CONTRACT PRICE** adjusted by previous **CHANGE ORDER**: \$1,707,251.92The **CONTRACT PRICE** due to this **CHANGE ORDER** will be decreased by: -\$59,100.00The new **CONTRACT PRICE** including this **CHANGE ORDER** will be: \$1,648,151.92**CHANGE TO CONTRACT TIME:**No change to the **CONTRACT TIME** is necessary.**GERMAINESS DETERMINATION:**

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

APPROVALS REQUIRED:Recommended by: Chastain & Associates, LLCBy: Approved by Owner: Village of Forsyth, Illinois

By: _____

Approved by Contractor: Burdick Plumbing & Heating Co., Inc.By: 

A FACSIMILE OR PHOTOSTATIC COPY OF THIS DOCUMENT SHALL BE CONSIDERED AS EFFECTIVE AS THE ORIGINAL.

NEW BUSINESS

ITEM 3

MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Jeremy Buening, P.E., S.E.
Date: June 3, 2025
cc: Ms. Jill Applebee, Village Administrator
Mr. Darin Fowler, Public Works Director
Re: Maroa-Forsyth Grade School Bike Path Construction Assistance

Honorable Mayor and Trustees,

Chastain has prepared a contract to provide services to the Village for construction assistance for the new Maroa-Forsyth Grade School Bike Path. Our scope of work includes onsite field observation, administration and management of the project, and contractor coordination.

Per the Village FY2025 budget, \$510,000 is included for observation and construction. The project received an ITEP grant through IDOT to cover 80% of the costs up to \$363,920.00. We estimate observation and assistance to be \$72,240.22 and a full scope of anticipated work is attached as well as a contract.

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.

AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT DATA:

DATE OF AGREEMENT: 5/15/25

JOB NUMBER: 6928.03

PROJECT NAME: Maroa-Forsyth Gr Sch Bike Path (ITEP)

PROJECT LOCATION (Longitude/Latitude preferred or Address/Location): Village of Forsyth, IL

START DATE: Uppon Approval

ESTIMATED COMPLETION DATE: TBD

CLIENT: Village of Forsyth

CLIENT CONTACT: Jill Applebee

BILLING ADDRESS: 301 S US 51, Forsyth IL 62535

CLIENT PHONE NUMBER: 217-877-9445

BILLING EMAIL ADDRESS: japplebee@forsyth.gov

SCOPE OF SERVICES: See Attached

FEE BASIS: ☐ Lump Sum Amount enter text

☒ Estimated Cost (figured on time and material basis) \$72,240.22

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): Daniel Luka

DATE: 5/15/25

SIGNATURE: *Daniel R. Luka*

TITLE: Project Manager

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 70.0 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.

SCOPE OF SERVICES FOR CONSTRUCTION ENGINEERING PHASE SERVICES

IMPROVEMENT DESCRIPTION:

The **MAROA-FORSYTH GRADE SCHOOL BIKE PATH CONSTRUCTION SERVICES** project generally includes construction of a multi-use bicycle path from Cox Street to the Maroa-Forsyth Grade School on Shaffer Street (CH20) in Forsyth, IL. The construction consists of a HMA surface course, concrete sidewalk ramps and landings, aggregate shoulders, and earth excavation and embankments. Pipe culvert installation, utility relocation (by others), erosion control, earthwork, seeding, etc..

This work is hereinafter referred to as the “**PROJECT**”.

IMPROVEMENT COMPLETION:

The time frame for Chastain’s services on this **PROJECT** is dependent upon the contractor’s schedule. The estimated cost assumes the contractor’s schedule will utilize 30 days of work within the site spread out over a 36-week (1.5 months) construction schedule. This estimate is dependent upon the contractor’s actual schedule and operations. If the contractor exceeds the allotted 30 days of work on site, the Village may:

1. Adjust the contract amount for Chastain to continue onsite services past the 30-day mark.
2. Assume onsite service responsibilities with Village staff.

Chastain shall not be responsible for any time delays in the **PROJECT** caused by circumstances beyond their control.

SCOPE OF SERVICES:

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

- a. Preparing for and hosting a pre-construction conference with the contractor and Village staff.
- b. Review of shop drawings and other submittals for general conformance with the contract requirements.
- c. A Resident Project Representative (RPR) and other technical personnel to perform the following work:
 - i. Site visits for review of the contractor’s operations and progress while working on the following field items. Chastain is not responsible for the supervision of and does not guarantee the performance of the contract by the contractor.
 - a. Earthwork – one (1) site visit per day (two (2) hours in length) assumed over a two (2) week period.
 - b. Aggregate Base Course – one (1) site visit per day (two (2) hours in length) assumed over a one (1) week period.
 - c. HMA Pavement – one (1) site visit per day (two (2) hours in length) assumed over a one (1) week period.
 - d. PC Concrete Sidewalks, Driveways, Curbs & Gutters one (1) site visits per day (two (2) hours in length) assumed over a one (1) week period.
 - e. Pipe Culverts Class A & D – one (1) site visits per day (two (2) hours in length) assumed over a one (1) week period.
 - f. Topsoil/Seeding – one (1) site visits per week (two (2) hours in length) assumed over a two (2) week period.
 - g. Pavement Striping – one (1) site visit (two (2) hours in length) assumed over a one (1) day period

- h. Miscellaneous – a total of two (2) site visits (two (2) hours in length)
- i. Final Walk Thru – a total of one (1) site visit (two (2) hours in length)
- ii. Maintain a record of the contractor's activities on-site during site visits throughout the work including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
- d. Review of contractor prepared partial and final pay estimates and their submission to the client.
 - a. Budget based on an estimate of eight (2) total pay estimates.
- e. Preparation and submission of change orders to the client.
 - a. Budget based on an estimate of two (2) total change orders.

Engineering services shall include all equipment, instruments, supplies, transportation, and personnel required to perform the duties of Chastain in connection with the **PROJECT**.

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

- a. Continuous onsite construction observation services throughout earthwork.
- b. Material testing and reports.
- c. Construction layout other than existing site control points.
- d. Geotechnical exploration and/or reports.
- e. Potholing and other methods of subsurface utility excavation to determine utility locations and depths.
- f. Services performed as a result of litigation, arbitration, public hearings or other legal or administrative proceedings involving the **PROJECT** other than a dispute between the client and Chastain.
- g. Services performed to accomplish property surveys, preparation of legal description plats and documents for the acquisition of land, easements and/or right-of-way, and assistance to the client in acquiring any necessary land, easements and right-of-way.
- h. Services performed in connection with environmental testing and remediation.
- i. Services performed in connection with supplemental archaeological surveys, wetland surveys, and computer modeling of waterways if required by governmental permitting agencies.

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

NEW BUSINESS

ITEM 4



MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Luke Kirby, PE
Date: June 3, 2025
cc: Jill Applebee, Village Administrator
Re: **Pavement Striping Change Order #2**

Honorable Mayor and Trustees,

Presented for consideration is contract Change Order #2 for the Pavement Striping project. This change order to Varsity Striping & Construction Company covers the quantity balancing of 8" Paint Pavement Markings. These deductions are based on the results of actual field measurements compared to the original estimated quantities. These changes result in a net **deduction** to the contract of \$5,486.00.

Chastain & Associates LLC recommends approval of Change Order #2 to the Pavement Striping project. Thank you for the opportunity to serve the Village in this matter. Should you have any questions in advance of the Board meeting, please feel free to contact us at your convenience.

CHANGE ORDEROrder No.: 02Date: 5/29/25Agreement Date: 8/7/24**NAME OF PROJECT:** PAVEMENT STRIPING**OWNER:** VILLAGE OF FORSYTH, ILLINOIS**CONTRACTOR:** VARSITY STRIPING & CONSTRUCTION CO.The following changes are hereby made to the **CONTRACT DOCUMENTS**:

ITEM AND QUANTITY	ADDITION	DEDUCTION
Deduct 844 ft of Paint Pavement Markings – Line 8" @ \$6.50/ft	\$0.00	(\$5,486.00)
Total Contract Change =		(\$5,486.00)

JUSTIFICATION:

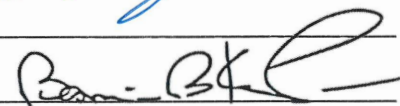
SEE ATTACHED FOR JUSTIFICATIONS

CHANGE TO CONTRACT PRICE:Original **CONTRACT PRICE**: \$ 37,530.00Current **CONTRACT PRICE** adjusted by previous **CHANGE ORDER**: \$ 112,923.50The **CONTRACT PRICE** due to this **CHANGE ORDER** will be decreased by: \$ 5,486.00The new **CONTRACT PRICE** including this **CHANGE ORDER** will be: \$ 107,437.50**CHANGE TO CONTRACT TIME:**The **CONTRACT COMPLETION DATE** will not be affected.**GERMAINESS DETERMINATION:**

G1 – The undersigned determine that the change is germane to the contract as signed, because provision for this work is included in the original contract.

APPROVALS REQUIRED:Recommended by: Chastain & Associates, LLCBy: Approved by Owner: Village of Forsyth, Illinois

By: _____

Approved by Contractor: Varsity Striping & Construction Co.By: 

NEW BUSINESS

ITEM 5



MEMORANDUM

To: The Honorable President and Board of Trustees
From: Ryan Raleigh, Director of Planning and Zoning
Date: May 22, 2025
Subject: Privacy Fence Replacement at the Salt Dome

The privacy fence on the west side of the salt dome and storage yard is falling apart and is budgeted for replacement (General Fund 01-41-511). I reached out to four fencing contractors but only three of them provided estimates. The estimates are for a 6 ft tall black chain-link fence with black privacy slats. The new fence will be approximately 280 ft. long.

The budget for the new fence is \$20,000 and General Fence was the lowest estimate at \$14,872.

Budget	\$20,000.00
General Fence	\$14,872.00
Macon County Fence	\$17,001.54
SK Exteriors	\$30,312.00
Decatur Fence	Did not provide estimate

It is the recommendation of the Public Works staff to use General Fence for this fence replacement.

If you have any questions regarding this or any other matter, please do not hesitate to contact me.

Thank you!

NEW BUSINESS

ITEM 6

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: JUNE 3, 2025
Subject: RUMMAGE/GARAGE/YARD SALES

It has come to our attention that several homes are having multiple sales a year. We have had a few complaints from neighbors and would like to discuss.

3.12 HOME OCCUPATIONS: General – The standards for home occupations are intended to insure compatibility with other permitted uses and the residential character of the neighborhood and to maintain the subordinate and incidental status of the home occupation. Performance Requirements – A home occupation or profession, where permitted in a zoning district, shall meet the following performance requirements in addition to those standards applicable to the district in which they are located: (3) Not more than one (1) person other than members of the immediate family occupying such dwelling shall be employed on the premises. Forsyth Development Ordinance – Article III – General Provisions – 8/9/2013 Page 3-6 (4) No alteration of the principal building shall be made which changes the residential appearance of the dwelling. (5) No more than twenty-five percent (25%) of the net floor area of the residential dwelling unit shall be devoted to any home occupation. (6) No traffic shall be generated by such home occupation in greater volume than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall meet the off-street parking requirements as specified in Article VI of this Ordinance, and shall not be located in a required front yard. (7) Signage shall be in conformance with Article VII of this Ordinance. (8) No equipment or material used shall constitute a hazard, create a nuisance, or interfere with the reception of broadcast signals. (9) The home occupation shall be conducted entirely within the principal building that is used as the residential dwelling. (10) All material equipment, merchandise or work in process shall be wholly enclosed within the dwelling or an accessory building. (11) Any home occupation which is not listed under Section C: Permitted Home Occupations below shall require Board of Trustee approval before being allowed as a permitted home occupation. (Am. Ord. 951, passed 7-6-2015) (12) Before the Board of Trustees review the home occupation request, the Village shall notify all property owners within 250 feet in all directions of the petitioner's property as disclosed by the records of the Macon County Recorder of Deeds or the tax records maintained by the Macon County Clerk. (Am. Ord. 2016-9, passed 5-2-2016) (13) The Village shall cause notice of the home occupation request to the Board of Trustees to be mailed to property owners at the addresses identified not less than (10) days before the Board of Trustee Meeting. (Am. Ord. 2016-9, passed 5-2-2016) Permitted Home Occupations: (14) Day Care Homes licensed by the State of Illinois. (15) Dressmakers, seamstresses, or tailors. (16) Music or dancing teachers, provided that the instruction shall be limited to one pupil at a time, except for occasional groups. (17) Educational teacher or tutor, provided that the instruction shall be limited to five or less pupils at a time. (Am. Ord. 951, passed 7-6-2015) (18) Artists, photographers, sculptors, or authors. (19) Planners, architects, attorneys, engineers, realtors, insurance agents, brokers, and members of similar professions. (20)(20) (21) Offices for salespersons, sales representatives or manufacturers' representatives;

provided that no retail transactions shall be made on the premises except through Forsyth Development Ordinance – Article III – General Provisions – 8/9/2013 Page 3-7 telephone, facsimile or mail communication and no wholesale transactions shall include the acceptance or delivery of merchandise on the premises. (22) Beauty Parlor, Barber Shop, or Hair Salon. (Am. Ord. 951, passed 7-6-2015) Prohibited Home Occupations: (23) Animal hospitals. (24) Clinics or hospitals, including physicians, dentists, or other licensed medical practitioners. (Am. Ord. 2016-9, passed 5-2-2016) (25) Commercial boarding stables or kennels. (26) Dancing schools, except where permitted above. (27) General Retail Sales. (Am. Ord. 951, passed 7-6-2015) (28) Mortuaries. (29) Nursery schools. (30) Private clubs. (31) Renting of trailers. (32) Repair shops or service establishments, except the repair of small electrical appliances and other similar items. (33) Restaurants. (34) Vehicle body repair, or rebuilding or dismantling of vehicles. (Am. Ord. 951, passed 7-6-2015) (35) Welding. (Am. Ord. 951, passed 7-6-2015)

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

NEW BUSINESS

ITEM 7

Mayor Peck and the Board of Trustees,

May 29, 2025

At the Stevens Creek Sanitary Lift Station, the #2 pump failed in January of 2025. The pump went to ground on the thermal line, when bare wire contacted metal.

The #2 pump was sent off to Bodine Electric. Bodine completed an inspection and found that the pump also had bad windings (most likely due to short), one bearing housing was oversized, the impeller was worn (which is common due to debris in the sewer wet well), and there was some cavitation. Parts are in. Machine work has been completed, and the winding rewind is in progress.

We also have ordered a new pump for a spare for Stevens Creek and Greenbrier Lift Stations, as they are interchangeable.

Once the rebuilt pump is back to us or when the new pump arrives, whichever comes first... We will replace the #1 pump, with a new or rebuilt pump. Once out, the #1 pump will be sent off for an inspection and possible repairs. After the pump changeout, Stevens Creek Lift Station will then have a new or rebuilt pump in the #1 guides, and a new pump in the #2 guides (put in after #2 failed).

Now to my agenda item:

We have received a quote from the Farnsworth Group (Farnsworth is contracted by the Village to maintain, troubleshoot, and upgrade our water treatment plant SCADA control system and communications). The quote is to upgrade / replace the lift station control panel and to install a stand-alone communication system that will be tied into the water plant SCADA control system, which is important in that it will notify the staff when lift station communications are lost (like our water wells). This will ensure a timely response when all alarms arise. Loss of communication was a troubling issue regarding the January #2 pump failure, as we didn't respond to an alarm until residents called noting a sewer backup in their basements.

Farnsworth Group has quoted the project at \$43,800. *(Attached)*

(Please keep in mind that this first Lift Station will likely be the most expensive as it will require more work to finalize. But it will then become the template for design, programming, and implementation for the next three stations going forward. Therefore, there should be significant savings on the future Lift Stations).

We have not budgeted any funds in 2025 for this upgrade.

We have budgeted \$40,000 in Sewer 52-00-512 Equipment Service, in which we only have ~\$18,000 left, due to pump repair/purchase.

We also have \$25,000 budgeted in Sewer 52-00-517 grounds maintenance and \$2,000 in Sewer 52-00-517-1 Landscaping Trees, both were intended for landscaping the Stevens Creek Lift Station... With a priority change, we can take funds from each of these three Sewer line items to pay for the panel / communications upgrade.

Thanks, Darin Fowler – Forsyth Public Works



May 21, 2025

2211 West Bradley Avenue
Champaign, Illinois 61821
p 217.352.7408

www.f-w.com

Village of Forsyth
580 E. Cox Street
Forsyth, IL 62535

Attn: Darin Fowler, Water Superintendent

Re: Forsyth WTP
Stevens Creek Lift Station Telemetry Upgrade

Dear Darin:

Farnsworth Group is pleased to provide this proposal to the Village of Forsyth for the telemetry upgrades for the Stevens Creek Lift Station including our controls engineering services. This proposal includes a new telemetry control panel for the Stevens Creek Lift Station. The panel will utilize a new Allen-Bradley MicroLogix 1400 processor with its respective additional I/O cards. This control panel will also include a new PanelView Plus 7 Standard unit and new cellular based telemetry system communicate with the Water Treatment Plant (WTP) SCADA system.

An on-site survey for possible new telemetry systems was conducted by Second Sight Systems (SSS) in February of 2023 for the Village. This comprehensive site survey (physical path study) evaluated 450 MHz, 900 MHz, and cellular based radio telemetry systems. Based on the results of this comprehensive site survey, Second Sight Systems made the recommendation for this telemetry system and application to be an AT&T FirstNet cellular based telemetry system.

As part of this proposal, the following equipment, software, engineering services, etc. shall be purchased directly by the Village from Second Sight Systems with coordination and assistance from Farnsworth Group:

- Telemetry System: The Village shall budget approximately \$9,000 (per Second Sight Systems Quote # 250430DD1) for the cost of Stevens Creek Telemetry Implementation. This number includes cost for equipment, installation, programming, and startup of the GE Orbit AT&T FirstNet cellular telemetry system.

As part of this proposal, the following equipment and software have been assumed to be purchased by Farnsworth Group for this application utilizing the recommended cellular based radio telemetry system:

- Provide one (1) 1766-L32AWA MicroLogix 1400 Processors.
- Provide one (1) Allen-Bradley 1762-IF4 4 Channel Analog Input Modules.
- Provide one (1) Allen-Bradley PanelView Plus 7 Standard Terminal 5.7 Inch HMI's
- Supply a new NEMA 4X panel and sub panel.

SCOPE OF SERVICES:

The proposed scope for the controls engineering services to be provided by Farnsworth Group includes the following:

- Develop an accurate I/O List based on the existing O&M Manual, existing Panel Drawings, and Client feedback.
- Create new sub panel and I/O card detail drawings in AutoCAD based on the I/O List and new sub panel layout for each area.
- Develop a proposed Sequence of Operations to monitor and control the finalized I/O list based on the combination of existing operation and client feedback.
- Program the new Allen-Bradley MicroLogix 1400 PLC's to reflect the finalized Sequence of Operation.
- Program the existing desktop HMI to reflect the new Sequence of Operations requirements and Client feedback.
- Program the new PanelView Plus 7 Standard HMI unit to reflect local monitoring and control of the respective local lift station only.
- Test, troubleshoot, and interact with the telemetry installation technicians as required, up to 8 hours.
- Testing and startup of the above described items.

Scope Exclusions:

- All field equipment installation, conduit, wire, terminal blocks, circuit breakers, etc. and installation provided by others.
- Project electrician shall be provided by the Village.
- Programming, installation, and implementation of the telemetry system (such as Cellular GE Orbit radio, antenna(s), programming, installation, etc.) shall be provided by Second Sight Systems working directly for the Village.
- All unforeseen costs (equipment, programing, etc.) not documented in the existing O&M Manual, existing panel drawings, or listed above in the scope of services shall be excluded from this budgetary estimate.
- Programming, software, hardware, etc. for any non Stevens Creek Lift Station items provided by others. This includes (but not limited to) items for Well #3, Well #4 & #5, Well #6, and any other Lift Stations telemetry, programming, engineering, or otherwise.
- Reporting software, programming and/or changes and modifications to existing reporting etc. for the Lift Station, existing plant, or otherwise.

Schedule:

Upon execution of this proposal agreement, Farnsworth Group shall coordinate with the Village to purchase the equipment, hardware and software as described above. Once the equipment has been delivered, Farnsworth Group shall schedule and perform the programming modifications and start-up services within approximately 90 days of a mutually agreed upon schedule to complete our scope of services.

Village of Forsyth – Stevens Creek Lift Station Telemetry
 May 21, 2025
 Page 3 of 3

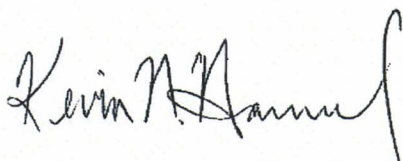
Compensation:

The Village agrees to compensate Farnsworth Group for providing the above scope of controls engineering services and miscellaneous expenses on the basis of Hourly Charges in accordance with the Schedule of Charges annually adopted by Farnsworth Group. The estimated Total Hourly Charges for Farnsworth Group's services and expenses on this project is \$43,800. This proposal is valid until December 1st, 2025.

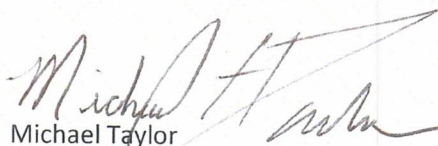
Thank you for the opportunity to submit this proposal and we look forward to working with you on this project. If this proposal, inclusive of our attached Schedule of Charges and General Conditions, is acceptable, please sign and date the proposal below and return one (1) copy to us.

Sincerely,

FARNSWORTH GROUP, INC.



Kevin N. Hannel, P.E.
 Senior Engineering Manager



Michael Taylor
 Senior Technical Manager

Village of Forsyth Acceptance:

Signature: _____

Name: _____

(please print)

Title: _____

Date: _____

Schedule of Charges - January 1, 2025
Engineering/Surveying/Commissioning/Municipal Professional Staff

	Per Hour
Administrative Support/Project Controls	\$ 105.00
Environmental Scientist I	\$ 115.00
Environmental Scientist II	\$ 125.00
Engineering Associate I/Cx Specialist I/Project Associate I/Env. Scientist III	\$ 145.00
Engineering Associate II/Cx Specialist II/Process Associate II/Env. Scientist IV	\$ 160.00
Engineer/Land Surveyor/Sr. Cx Specialist/Sr. Env. Scientist I	\$ 175.00
Sr. Engineer/Senior Land Surveyor/Cx Project Manager/Sr. Env. Scientist II	\$ 185.00
Project Engineer/Project Land Surveyor/Sr. Cx Project Manager/Process Engineer/Sr. Env. Scientist III	\$ 195.00
Sr. Project Engineer/Sr. Project Land Surveyor/Cx Manager/Process Project Engineer/Env. Mgr. I	\$ 215.00
Engineering Manager/Land Surveying Manager/Sr. Cx Manager/Sr. Env. Manager I	\$ 240.00
Sr. Engineering Manager	\$ 275.00
Principal	\$ 295.00

Technical Staff

Technician I/Environmental Specialist I	\$ 110.00
Technician II/Environmental Specialist II	\$ 130.00
Sr. Technician/Cx Technician/Environmental Specialist III	\$ 140.00
Chief Technician/Environmental Specialist IV	\$ 165.00
Designer/Computer Specialist/Lead Technician/Process Designer I/Technical Specialist I	\$ 175.00
Sr. Designer/Process Designer II/Technical Specialist II	\$ 180.00
Project Designer/Project Technician/Process Designer III/Technical Specialist III	\$ 195.00
Sr. Project Designer I/Systems Integration Mgr./Sr. Process Designer I/Sr. Project Tech/Sr. Tech Specialist I	\$ 215.00
Design Manager/Grants Manager/Program Manager/IT Manager	\$ 220.00
Sr. Project Designer II / Technical Manager/Program Director/Sr. Technical Specialist II	\$ 235.00

Architecture/Landscape Architecture/Interior Design Professional Staff

Architectural Associate I/Landscape Associate I/Interiors Associate I	\$ 135.00
Architectural Associate II/Landscape Associate II/ Interiors Associate II	\$ 150.00
Architect/Architectural Associate III/Landscape Associate III/Interior Designer	\$ 160.00
Project Coordinator/Urban Planner I/Sr. Interior Designer	\$ 165.00
Sr. Architect/Sr. Project Coordinator/Urban Planner II/Interior Design Manager	\$ 175.00
Project Architect/Project Manager	\$ 190.00
Sr. Project Architect/Sr. Project Manager/Sr. Urban Planner	\$ 205.00
Architectural Manager/Sr. Urban Planner Manager	\$ 220.00
Sr. Architectural Manager/Sr. Urban and Community Planner	\$ 235.00

Units

Expert Testimony	2xbilling rate
Software/CAD/Revit Station	\$20.00/hr
ATV & Trailer	\$30.00/hr
Field Vehicle	\$30.00/hr
Automobile mileage	IRS Rate
Hand Held GPS	\$20.00/hr
GPS Unit (each)	\$30.00/hr
Environmental GPS Data Collector	\$85.00/day
Utility Locator/Robotic Total Station	\$35.00/hr
Stationary Scanner (low res) High-Def Scanner/UAV	\$330.00/day / \$550.00/day
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 12%

*Also includes the actual cost of items not mentioned above: prints/copies, supplies, travel, mileage, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2026 UNLESS OTHERWISE NOTIFIED

1.5% per month will be added to any outstanding balance that is past 30 days from date of invoice.



GENERAL CONDITIONS

Date: May 21, 2025

Client: Village of Forsyth

Project: Stevens Creek Lift Station Telemetry Upgrade

Standard of Care: Services performed by Farnsworth Group under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee, is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

Entire Agreement: These General Conditions and the signed document to which they are attached constitute the entire Agreement between Client and Farnsworth Group and are referred to hereinafter collectively as the "Agreement". The Agreement supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of the Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions.

Precedence: All purchases of Services are expressly limited to and conditioned upon acceptance of this Agreement. The Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Farnsworth Group's services. Any additional or conflicting terms or conditions contained in any purchase order, statement of work, or other document issued by Client will not be binding upon Farnsworth Group and are expressly rejected by Farnsworth Group.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the signed document attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by Farnsworth Group, they shall be based upon the hourly fee schedule annually adopted by Farnsworth Group, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Farnsworth Group. Such fees in the initial year of the Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of the Agreement.

Opinions of Cost: Farnsworth Group's opinions of probable Project cost or construction cost for the Project will be based solely upon its own experience with construction. Since Farnsworth Group has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, Farnsworth Group cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If Client wishes greater assurance as to the construction cost, Client should employ an independent cost estimator.

Invoices: Client will pay Farnsworth Group the fees set forth in the Agreement (the "Fees"). Charges for services will be billed at least as frequently as monthly, and at the completion of Project. Client shall compensate Farnsworth Group for any sales or value added taxes which apply to the services rendered under the Agreement or any amendment thereto. Client shall reimburse Farnsworth Group for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by Client unless agreed to in writing by Farnsworth Group. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Amounts outstanding more than thirty (30) days will accrue interest at the rate of 1.5% per month (compounded), or if lower, the maximum rate permitted by applicable law. Should a past due amount exceed sixty (60) days, Farnsworth

Group shall have the right to suspend all Services, without liability of any kind to Client, until full payment is received. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Farnsworth Group per Farnsworth Group's then current Schedule of Charges. Client will reimburse Farnsworth Group at the rate of cost plus 10% for reasonable meals and travel expenses incurred in connection with travel requested by Client outside the metropolitan area in which the individual employee or contractor of Farnsworth Group normally works.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with the Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using information (i) when the information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when the information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

Compliance with Law: In the performance of services to be provided hereunder, Farnsworth Group and Client agree to comply with applicable federal, state, and local laws and ordinances and applicable lawful governmental or quasi-governmental order, rules, and regulations.

Modification to the Agreement: Client or Farnsworth Group may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of Farnsworth Group's compensation, to which Client and Farnsworth Group mutually agree shall be incorporated in the Agreement by a written amendment to the Agreement.

Notice: All notices required or permitted under this Agreement must be written and will be deemed given and received (a) if by personal delivery, on the date of such delivery, (b) if by electronic mail, on the transmission date if sent before 4:00 pm U.S. central time on a business day or, in any other case, on the next business day, (c) if by nationally recognized overnight courier, on the next business day following deposit for next business day delivery, or (d) if by certified mail, return receipt requested with postage prepaid, on the third business day following deposit. Notice must be addressed at the address or electronic mail address shown below for, or such other address as may be designated by notice by such Party:

If to Client:
 Village of Forsyth
 Attn: Darin Fowler, Water Superintendent
 580 E. Cox Street
 Forsyth, IL 62535
 E-mail: dfowler@forsyth-il.gov

If to Farnsworth Group:
 Farnsworth Group, Inc.
 Attn: Kevin Hannel
 2709 McGraw Drive
 Bloomington, IL 61704
 E-mail: khannel@f-w.com

With a copy (which will not constitute notice) to:
 Farnsworth Group, Inc.
 Attn: Ryan Perras
 5613 DTC Parkway, Suite 1100
 Greenwood Village, CO 80111
 E-mail: rperras@F-W.com

Facsimile; PDF Signatures. Execution and delivery of this Agreement by delivery of a facsimile or portable document format ("PDF") copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile and PDF copies shall constitute enforceable original documents.

Force Majeure: Obligations of either party under the Agreement, other than payment obligations, shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Assignment: Client shall not transfer or assign any rights under or interest in the Agreement, without the written consent of Farnsworth Group.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for the Project or following completion of the Project, Client and Farnsworth Group agree that all disputes shall first be negotiated between senior officers of Client and Farnsworth Group for up to thirty (30) days before being submitted to mediation. In the event negotiation and mediation are not successful, either Client or Farnsworth Group may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: Farnsworth Group will begin work under the Agreement upon receipt of a fully executed copy of the Agreement. Client and Farnsworth Group are aware that many factors outside Farnsworth Group's control may affect its ability to complete the services to be provided under the Agreement. Farnsworth Group will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: Client or Farnsworth Group may suspend all or a portion of the work under the Agreement by notifying the other party in writing if unforeseen circumstances beyond control of Client or Farnsworth Group make normal progress of the work impossible. Farnsworth Group may suspend work in the event Client does not pay invoices when due, and Farnsworth Group shall have no liability whatsoever to Client, and Client agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, Farnsworth Group shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: If either party defaults in performing any of the terms or provisions of the Agreement, and continues in default for a period of fifteen (15) days after written notice thereof, the party not in default shall have the right to immediately terminate the Agreement. The non-defaulting party shall be entitled to all remedies under Illinois law at the time of breach, including, without limitation, the right to recover as an element of its damages, reasonable attorney's fees and court costs.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media prepared by Farnsworth Group and/or any subconsultant pursuant to the Agreement are instruments of its services for use solely with

respect to this Project. Farnsworth Group and/or any subconsultant shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by Farnsworth Group will be at Client's sole risk, and without liability to Farnsworth Group, and Client shall indemnify and hold harmless Farnsworth Group or any subconsultant from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Farnsworth Group to further compensation at rates to be agreed upon by Client and Farnsworth Group.

Subcontracting: Farnsworth Group shall have the right to subcontract any part of the services and duties hereunder without the consent of Client.

Third Party Beneficiaries: Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Farnsworth Group, except as expressly provided herein. Farnsworth Group's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Farnsworth Group because of the Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither Farnsworth Group nor Client shall have any obligation to indemnify each other from third party claims, except as expressly provided herein. Client and Farnsworth Group agree to require a similar provision in all contracts with construction contractors and subconsultants, vendors, and other entities involved in the Project to carry out the intent of this provision.

Right of Entry: Client shall provide for Farnsworth Group's and/or any subconsultant's right to enter property owned by Client and/or others in order for Farnsworth Group and/or any subconsultant to fulfill the scope of services for this Project. Client understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of the Agreement unless explicitly so provided.

Recognition of Risk: Client acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at Client's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. Farnsworth Group's and/or any subconsultant's application of its present judgment will be subject to factors outlined in (1) and (2) above. Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss which may arise as a result of alleged contamination caused by any site exploration. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Authority and Responsibility: Client agrees that Farnsworth Group and any subconsultant shall not guarantee the work of any construction contractor or construction subconsultant, 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.

Electronic Files Transfer.

(a) Farnsworth Group may prepare electronic files which contain machine-readable information or certain information for a project ("Project Files"). Client may request Project Files to facilitate Client's understanding of the project. The Parties recognize that the Project Files are subject to alteration, either intentionally or unintentionally, due to, among other causes, transmission, conversion, media degradation, software error or human error. The Parties further understand that the transfer of Project Files from the system and format used by Farnsworth Group

to an alternate system or format cannot be accomplished without the introduction of anomalies and/or errors.

(b) Upon request, Farnsworth Group will supply Project Files to Client upon the express terms and conditions set forth herein:

(i) The Project Files may not be used for any purpose not related specifically to the Client's project. Use of these files for development of other projects; additions to the project, or duplication of the project at any location is expressly prohibited.

(ii) The Project Files are provided for information purposes only and are not intended as an end product. The Project Files may be a work in process, and Farnsworth Group is under no obligation to provide Client with any updated version(s) of the Project Files.

(iii) Client acknowledges and understands that the Project Files may not reflect all data contained in the contract documents, addenda, or other pertinent contract-related documents. Client acknowledges and understands that the Project Files may contain data which is not included in the contract documents.

(c) **BIM Digital Files.** With regard to the transfer of Building Information Model (BIM) digital files, both Parties agree as follows:

(i) Farnsworth Group will provide only those BIM files created for Client's project. There is no representation the BIM files are comprehensive or comprise a complete model of the building.

(ii) The level of development of the model will be defined consistent with AIA Document G202-2013, as agreed by the parties. After reviewing and verifying the accuracy of the information contained within Farnsworth Group's BIM files, Client is authorized to develop its own model to a higher level of development for its own uses, but, in doing so, expressly agrees to assume all risks associated therewith.

Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. Client agrees to waive any claim against Farnsworth Group and/or any subconsultant, and to indemnify and hold harmless from any claim or liability for injury or loss arising from Farnsworth Group and/or any subconsultant or other persons encountering utilities or other man-made objects that were not called to Farnsworth Group's attention or which were not properly located on documents furnished to Farnsworth Group. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of Project deliverables. Upon Client's authorization, samples will be either delivered in accordance with Client's instructions or stored for an agreed charge.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. Client and Farnsworth Group and/or any subconsultant agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. Client and Farnsworth Group and/or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for Farnsworth Group and/or any subconsultant to take immediate measures to protect human health and safety, and/or the environment. Farnsworth Group and/or any subconsultant agree to notify Client as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. Client encourages Farnsworth Group and/or any subconsultant to take any and all measures that in Farnsworth Group's and/or any subconsultant's professional opinion are justified to preserve and protect the health and safety of Farnsworth Group's and/or any subconsultant's

personnel and the public, and/or the environment, and Client agrees to compensate Farnsworth Group and/or any subconsultant for the additional cost of such measures. In addition, Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. Client also agrees to compensate Farnsworth Group and/or any subconsultant for any time spent and expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, with such compensation to be based upon Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy. Further, Client recognizes that Farnsworth Group and/or any subconsultant has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will Farnsworth Group and/or any subconsultant act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: Client agrees that services performed by Farnsworth Group and/or any subconsultant during construction will be limited to providing observation of the progress of the work and to address questions by Client's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the construction contractor's or construction subconsultant's performance. Farnsworth Group and/or any subconsultant will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. Farnsworth Group and/or any subconsultant will not be responsible for construction contractor's or construction subconsultant's obligation to carry out the work according to the Contract Documents. Farnsworth Group and/or any subconsultant will not be considered an agent of Client and will not have authority to direct construction contractor's or construction subconsultant's work or to stop work.

Shop Drawing Review: Client agrees that Farnsworth Group and/or any subconsultant shall review shop drawings and/or submittals solely for their general conformance with Farnsworth Group's and/or any subconsultant's design concept and general conformance with information given in the Contract Documents. Farnsworth Group and/or any subconsultant shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the construction contractor's or construction subconsultant's responsibility. The construction contractor or construction subconsultant will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. Client represents that the construction contractor and construction subconsultant shall be made aware by Client of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to Farnsworth Group and/or any subconsultant.

LEED Certification and Energy Models: Client agrees that Farnsworth Group and/or any subconsultant do not guarantee the LEED certification of any facility for which Farnsworth Group and/or any subconsultant provides commissioning, LEED consulting or energy modeling services. The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. Farnsworth Group and/or any subconsultant will endeavor to model energy usage very closely to actual usage, but Client agrees that Farnsworth Group and/or any subconsultant will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. LEED certification and the number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not

limited to, interview questionnaires, database searches, and historical records. Farnsworth Group is not be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment Report are provided at the discretion of the environmental professional for the benefit of Client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of Client. Farnsworth Group does not intend, without its written consent, for the Phase I Environmental Site Assessment Report to be disseminated to anyone beside Client, or to be used or relied upon by anyone beside Client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.

Consequential Damages: Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither Client nor Farnsworth Group, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the Project or Services performed under this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both Client and Farnsworth Group shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in Project.

Personal Liability: It is intended by the parties to the Agreement that Farnsworth Group's services in connection with the Project shall not subject Farnsworth Group's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against "Farnsworth Group, Inc., an Illinois corporation," and not against any of Farnsworth Group's individual employees, officers or directors.

General Insurance and Limitation: Farnsworth Group is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which Farnsworth Group considers reasonable. Certificates of all insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from any loss, damage or liability arising directly from any negligent act by Farnsworth Group. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: Farnsworth Group is covered by professional liability insurance for its professional acts, errors and omissions, with limits which Farnsworth Group considers reasonable. Certificates of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from loss, damage or liability arising from errors or omissions by Farnsworth Group that exceed the industry standard of care for the services provided. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act, error or omission by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

ADDITIONAL LIMITATION: IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND FARNSWORTH GROUP,

THE RISKS HAVE BEEN ALLOCATED SUCH THAT CLIENT AGREES THAT FOR THE COMPENSATION HEREIN PROVIDED, FARNSWORTH GROUP CANNOT EXPOSE ITSELF TO DAMAGES DISPROPORTIONATE TO THE NATURE AND SCOPE OF FARNSWORTH GROUP'S SERVICES OR THE COMPENSATION PAYABLE TO IT HEREUNDER. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF FARNSWORTH GROUP TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENCE ACTS, ERRORS OR OMISSIONS OF FARNSWORTH GROUP IN PERFORMING PROFESSIONAL SERVICES SHALL BE LIMITED TO TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) OR THE TOTAL FEES PAID TO FARNSWORTH GROUP BY CLIENT UNDER THE AGREEMENT, WHICHEVER IS GREATER ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST FARNSWORTH GROUP, OTHER THAN THOSE DESCRIBED IN THE PREVIOUS SENTENCE, AND (II) ANY LIABILITY OF FARNSWORTH GROUP IN EXCESS OF THE LIMITATION. IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN AND FOR OTHER SEPARATE, VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, CLIENT ACKNOWLEDGES AND AGREES THAT (I) BUT FOR THE LIMITATION, FARNSWORTH GROUP WOULD NOT HAVE PERFORMED THE SERVICES, (II) CLIENT HAS HAD THE OPPORTUNITY TO NEGOTIATE THE TERMS OF THE LIMITATION AS PART OF AN "ARMS-LENGTH" TRANSACTION, (III) THE LIMITATION AMOUNT MAY BE LESS THAN THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE REQUIRED OF FARNSWORTH GROUP UNDER THE AGREEMENT, (IV) THE LIMITATION IS MERELY A LIMITATION OF, AND NOT AN EXCULPATION FROM, FARNSWORTH GROUP'S LIABILITY AND DOES NOT IN ANY WAY OBLIGATE CLIENT TO DEFEND, INDEMNIFY OR HOLD HARMLESS FARNSWORTH GROUP, (V) THE LIMITATION IS AN AGREED REMEDY, AND (VI) THE LIMITATION AMOUNT IS NEITHER NOMINAL NOR A DISINCENTIVE TO FARNSWORTH GROUP PERFORMING THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE.

Subpoenas: Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by Farnsworth Group and/or any subconsultant to subpoenas issued by any party other than Farnsworth Group and/or any subconsultant in conjunction with the services performed under the Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Statutes of Repose and Limitation: All legal causes of action between the parties to the Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose of limitation begin to run any later than the date Farnsworth Group's services are completed or terminated.

Severability: If any term or provision of the Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of the Agreement shall remain in full force and effect.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to the Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Governing Law: The Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois without regard to conflict of law principles.

NEW BUSINESS

ITEM 8