

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, ILLINOIS
6:30 P.M.
TUESDAY, FEBRUARY 6, 2024
VILLAGE HALL, 301 SOUTH ROUTE 51, FORSYTH, ILLINOIS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF JANUARY 16, 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

1. DISCUSSION AND POTENTIAL ACTION REGARDING WESTERMAN SETTLEMENT (VILLAGE ATTORNEY LISA PETRILLI)
2. DISCUSSION AND POTENTIAL ACTION REGARDING STRATEGIC PLAN (VILLAGE ADMINISTRATOR JILL APPLEBEE)

NEW BUSINESS

1. ORDINANCE NUMBER 2024-1 AN ORDINANCE APPROVING FINAL PLAT FOR PROPERTY LOCATED AT 994 US ROUTE 51, FORSYTH, ILLINOIS (PIN: 07-07-14-351-006) (VILLAGE ADMINISTRATOR JILL APPLEBEE)
2. ORDINANCE NUMBER 2024-2 AN ORDINANCE AMENDING THE VILLAGE CODE PROVISIONS ON INSPECTION FEES WITHIN THE VILLAGE OF FORSYTH (VILLAGE ADMINISTRATOR JILL APPLEBEE)
3. DISCUSSION AND POTENTIAL ACTION REGARDING WATER TREATMENT PLANT CLARICONE & FILTER MAINTENANCE CHANGE ORDER #1 (VILLAGE ENGINEER JEREMY BUENING)
4. DISCUSSION AND POTENTIAL ACTION REGARDING FORSYTH PAVEMENT STRIPING (VILLAGE ENGINEER JEREMY BUENING)
5. DISCUSSION AND POTENTIAL ACTION REGARDING FORSYTH TTA MAINTENANCE CONTRACT (VILLAGE ENGINEER JEREMY BUENING)

ADJOURNMENT

Join Zoom Meeting

<https://us06web.zoom.us/j/81099998431>

Meeting ID: 810 9999 8431

One tap mobile

+13126266799,,81099998431# US (Chicago)

CONSENT AGENDA

ITEM 1

**MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF FORSYTH, ILLINOIS,
HELD AT 6:30 P.M. ON TUESDAY, JANUARY 16, 2024
AT FORSYTH VILLAGE HALL**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Upon a call of the roll, the following members were physically present: Mayor Jim Peck, Trustee Dave Wendt, Trustee Jeremy Shaw (late arrival), Trustee Jeff London, Trustee Bob Gruenewald

Absent: Trustee Marilyn Johnson

Telephone: Trustee Lauren Young (participated remotely due to an employment obligation)

MOTION

Trustee Wendt made a Motion to approve Trustee Young to attend the Board meeting via telephone as she was out of town due to employment requirement and Trustee Gruenewald seconded the Motion.

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

Yeas: 4 – Wendt, London, Peck, Gruenewald

Nays: 0 – None

Absent: 2 – Johnson, Shaw

Motion declared carried.

Staff Present: Village Administrator Jill Applebee, Village Treasurer Rhonda Stewart, Village Clerk Cheryl Marty, Village Engineer Jeremy Buening, Village Library Director Melanie Weigel

Telephone: Village Attorney Lisa Petrilli

Others Present: Tina Horve, Andrew Hendrian, Corey Zelhart, Matt & Hiliary Crawford

CONSENT AGENDA

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF DECEMBER 19, 2023
2. APPROVAL OF WARRANTS
3. APPROVAL OF TREASURER'S REPORT FOR THE MONTH OF DECEMBER, 2023

MOTION

Trustee Wendt made a Motion to approve the Consent Agenda with corrections and as presented and Trustee Gruenewald seconded the Motion.

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

Yeas: 4 – Young, Wendt, London, Gruenewald
Nays: 0 – None
Absent: 2 – Johnson, Shaw

Motion declared carried.

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

None.

ADMINISTRATION REPORTS

1. Law Enforcement Report
Sheriff Deputy Hale introduced three new deputies, Casner, Pistorious and Clark for the Forsyth patrol schedule. Retail thefts continue to be a challenge.
2. Village Staff Reports
In reply to Trustee Gruenewald's question, Public Works Director Fowler confirmed that all swing sets and monkey bars in the parks are not being removed.

OLD BUSINESS

1. DISCUSSION AND POTENTIAL ACTION REGARDING FORSYTH PUBLIC LIBRARY'S HISTORICAL ARCHIVE PROPOSAL (LIBRARY DIRECTOR MELANIE WEIGEL)
Library Director Weigel explained her proposal for housing community historical materials. The intent is to create a dedicated space within the library to serve as the physical archives, where the items can be stored in a manner that best preserves them.

The cost of the project is \$10,300 which includes \$2,500 for preservation supplies and digital access and hiring a part-time person at an annual cost of \$7,800. Grant opportunities are being pursued as well. General discussion continued with responses from Library

Director Weigel and Tina Horve, current volunteer historian. All agreed this is highly important for the community. Mayor Peck praised Horve for her efforts and noted that her involvement lends further credibility to the quality of the historical items and information.

MOTION

Trustee Gruenewald made a Motion to approve the expenditure of \$10,300 for the historical preservation efforts and Trustee Wendt seconded the Motion.

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

Yeas: 4 – Young, Wendt, London, Gruenewald
Nays: 0 – None
Absent: 2 – Johnson, Shaw

Motion declared carried.

NEW BUSINESS

1. RESOLUTION 1-2024 FOR THE USE OF MFT/RBI FUNDS FOR US 51 IMPROVEMENT (VILLAGE ENGINEER JEREMY BUENING)

Village Engineer Buening explained the details of acquiring these funds for the design of the US Route 51 improvement project. The Village has \$230,004.72 RBI funds that need to be spent by July 1, 2025. Village Engineer Buening confirmed that work will likely begin in early May weather permitting. A short discussion ensued.

MOTION

Trustee Wendt made a Motion to approve the use of MFT/RBI funds for US 51 as presented and Trustee Gruenewald seconded the Motion.

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

Yeas: 4 – Young, Wendt, London, Gruenewald
Nays: 0 – None
Absent: 2 – Johnson, Shaw

Motion declared carried.

2. DISCUSSION AND POTENTIAL ACTION REGARDING BUSEY FARM REPORT BY COREY ZELHART (VILLAGE ADMINISTRATOR JILL APPLEBEE)

Farm Manager Corey Zelhart reported on the status of 2023 Village farmland production, financials and 2024 productivity forecasts. He reported income of \$166,939.01, expenses of \$86,061.87, leaving a net profit of \$80,877 for the Village. He said planting could likely start early to mid-April and that should any of the land happen to sell, seed and supplies can always be returned. A short discussion ensued by the Trustees.

No Motion needed.

3. DISCUSSION AND POTENTIAL ACTION REGARDING POTENTIAL TIF GRANT FOR ANDREW HENDRIAN AT THE PROPERTY OF 130 E. COX (VILLAGE ADMINISTRATOR JILL APPLEBEE)

Administrator Applebee introduced Andrew Hendrian who is the new owner of the apartment complex north of Caseys and noted the improvements that have been and more to be implemented in the near future. He is requesting \$25,000 for the total project, which was \$68,900. TIF IL has approved that all expenses would be eligible. A short discussion followed with Board members agreeing that this is the type of development the Village is looking for.

MOTION

Trustee Wendt made a Motion to approve the \$25,000 matching grant as presented and Trustee Gruenewald seconded the Motion.

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

Yeas: 4 – Young, Wendt, London, Gruenewald
Nays: 0 – None
Absent: 2 – Johnson, Shaw

Motion declared carried.

4. DISCUSSION AND POTENTIAL ACTION REGARDING OUR USE OF LAND IN THE PRAIRIE WINDS SUBDIVISION (ADMINISTRATOR JILL APPLEBEE)

Administrator Applebee introduced the topic to discuss what portion of the Prairie Winds land would make the most sense for the Village to keep in their possession. A lengthy discussion ensued including discussion of the location of pickleball courts and tennis courts, if both should be located in separate areas, or continue farming the land and the willingness of the high school to share in the tennis courts costs. Administrator Applebee

said that one developer has shared their master plan but she has yet to receive such plan from the second developer. After a lengthy discussion, the Board agreed that Lot 4 is the best choice to locate a playground, pond and pickleball court. This topic will be discussed further in the next strategic meeting.

No Motion needed.

5. DISCUSSION AND POTENTIAL ACTION REGARDING POTENTIAL ROAD IN THE PRAIRIE WINDS SUBDIVISION (VILLAGE ADMINISTRATOR JILL APPLEBEE)

Administrator Applebee explained the road details on the map (green line) directing traffic from County Highway 20 to the school parking lot. She stated that the Maroa/Forsyth School District has approved to put \$500,000 towards this road project since this will reduce traffic congestion on County Highway 20 and improve overall safety. A lengthy discussion followed regarding long-term responsibility of road upkeep and the benefits of a partnership between the Village, developers, the school district and Crawfords. The conclusion was that the next step should be a direct conversation with the developers to confirm if either wants Lot 4 for housing then after that decision move forward with the road topic. Administrator Applebee and Mayor Peck will schedule those developer conversations.

No Motion needed.

6. DISCUSSION AND POTENTIAL ACTION REGARDING POTENTIAL SEWER/WATER DRAINAGE IN THE PRAIRIE WINDS SUBDIVISION (VILLAGE ADMINISTRATOR JILL APPLEBEE)

Mayor Peck said this is the same discussion that was had in #5 topic above. Further conversations with the developers need to happen first before decisions are made. A brief discussion ensued.

No Motion needed.

7. DISCUSSION AND POTENTIAL ACTION REGARDING CRAWFORDS INCENTIVES INCLUDING TIF PERCENTAGES FOR THE PROJECT IN PRAIRIE WINDS (VILLAGE ADMINISTRATOR JILL APPLEBEE)

Mayor Peck stated that Crawfords cost is \$3.5 million. He suggested that the Board consider being the bank. If the Village loaned them this money at a lesser rate than the bank it was still more money than the Village is making now on investments. This also creates a supporting partnership to see them be successful and would also act as our

collateral. A lengthy discussion ensued around the legality of the Village to be able to do this. Village Attorney Petrilli said Sorling has attorneys who deal with banking laws and will have them research this possibility. The Board agreed to table the topic until those answers have been discovered.

Mayor Peck then directed the Board's attention back to the Treasurer's report and opened it for questions and discussion. Trustee Gruenewald questioned if there are opportunities to generate more interest on our fund balances. He asked the Board if they were interested in pursuing this. He suggested looking at funds we have no plans for to find new avenues to generate a greater return on investment. Village Treasurer explained that the Village investment choices are dictated by policy that limits which banks are available for our use, and the Village staff is not allowed to randomly shop various banking facilities unless the Board approves policy changes. After discussion, the general consensus is that the investment policy is very old and needs to be reviewed and brought up to date and Administrator Applebee will make sure the policy is reviewed.

ADJOURNMENT

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

By: Cheryl Marty
Village Clerk

CONSENT AGENDA

ITEM 2

DATE: 12/31/23

Sunday December 31,2023

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
01 ALTORFER, INC			8085.50	
WO430066630	01-41-512	SERVICE PORTABLE GENERATOR		539.00
WO430066660	01-11-512	SERVICE VH GENERATOR		594.00
WO430066661	51-00-512	SERVICE WTR PLT GENERATOR		968.00
WO430066676	52-00-512	SERVICE SHADOW RIDGE GENERATOR		700.00
WO430066677	52-00-512	SERVICE GREENBRIER GENERATOR		700.00
WO430066734	52-00-512	REPLACE FUEL INJECTION PUMP SHAD RI		4239.70
WO430066796	51-00-512	REPLACE HOSES & LINES WTR TWR		344.80
01 BENEFIT PLANNING CONSULTANTS,			295.14	
123123	01-11-549	J. NEWELL HRA DEDUCTIBLE		295.14
01 JAMES BRUMMITT			270.00	
123123-2	01-11-547	STARBUCKS ELECTRIC UNDERGROUND INSP		135.00
123123-3	01-11-547	121 COFFEE FINAL ELECTRIC INSPECT		45.00
123123-4	01-11-547	850 STEVENS CRK LN ELECTRIC INSPECT		90.00
01 CHASTAIN & ASSOCIATES, LLC			12725.17	
123123	01-11-532	DEC '23 2023 ADMIN ADVISORY		3415.58
123123	01-11-532	DEC '23 SUB-D REVIEW STARBUCKS		320.00
123123	01-11-532	DEC '23 BIKE PATH EASEMENTS WESTERN		500.80
123123	30-00-835	DEC '23 M/F GRADE SCHOOL BIKE PATH		446.40
123123	30-00-835	DEC '23 M/F GRADE SCHOOL BIKE PATH		198.40
123123	30-00-892	DEC '23 EASTSIDE BIKE PATH		3228.09
123123	30-00-864-7	DEC '23 GRAYHAWK PAVEMENT		2569.50
123123	30-00-810-8	DEC '23 WTP CLARIFIER & FILTER MAIN		577.60
123123	30-00-810-8	DEC '23 WTP CLARIFIER & FILTER MAIN		724.80
123123	15-00-874-3	DEC '23 US RT 51 PRE CONSTRUCTION		744.00
01 CONSTELLATION NEWENERGY INC.			11465.30	
67345975501	01-11-571	DEC '23 ELECTRIC SERVICES		423.66
67345975501	01-41-571	DEC '23 ELECTRIC SERVICES		941.02
67345975501	01-41-572	DEC '23 ELECTRIC SERVICES		297.89
67345975501	01-41-579	DEC '23 ELECTRIC SERVICES		426.56
67345975501	01-52-571	DEC '23 ELECTRIC SERVICES		2943.37
67345975501	01-53-571	DEC '23 ELECTRIC SERVICES		1430.81
67345975501	51-00-571	DEC '23 ELECTRIC SERVICES		3613.43
67345975501	52-00-571	DEC '23 ELECTRIC SERVICES		1388.56
01 CONSTELLATION NEWENERGY			1560.83	
3935960	01-11-571	DEC '23 GAS UTILITIES		178.93
3935960	01-41-571	DEC '23 GAS UTILITIES		444.53
3935960	01-53-571	DEC '23 GAS UTILITIES		571.28
3935960	51-00-571	DEC '23 GAS UTILITIES		366.09
01 CONFIDENTIAL ON SITE PAPER SHR			63.08	
144370	01-11-549	PICK UP STUFF IN SHREDDING BIN		63.08
01 DECATUR COMPUTERS INC			54.00	
DCI49666	01-53-537	LIB FIX EMAIL ISSUES		54.00
01 JACOB & KLEIN, LTD.			1714.35	
123123	18-00-549	4TH QTR TIF FEES		1714.35
01 PRAIRIE COMPUTER NETWORK SOLUT			3970.00	

SYS DATE:02/01/24

VILLAGE OF FORSYTH
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REGISTER # 14

SYS TIME:11:10
[NW1]

DATE: 12/31/23

Sunday December 31,2023

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
1106	01-53-651-1	MINI PC'S & MONITORS		3970.00
01 MACON COUNTY SHERIFF/ 123123	01-11-535	4TH QTR SHERIFF CONTRACT	119341.76	119341.76
01 SORLING, NORTHRUP, HANNA, CULL 219232	01-11-533	DEC '23 LEGAL SERVICES	2103.75	2103.75
01 THE ECONOMIC DEVELOPMENT GROUP 123123	18-00-549	4TH QTR TIF FEES	8594.10	8594.10
** TOTAL CHECKS TO BE ISSUED			170242.98	

SYS DATE:02/01/24

VILLAGE OF FORSYTH
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REGISTER # 14
Sunday December 31,2023

SYS TIME:11:10
[NW1]

DATE: 12/31/23

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
GENERAL FUND			139125.16	
MOTOR FUEL TAX FUND			744.00	
TIF DISTRICT FUND			10308.45	
CAPITAL PROJECT FUND			7744.79	
WATER OPERATIONS			5292.32	
SEWER OPERATIONS			7028.26	
*** GRAND TOTAL ***			170242.98	
TOTAL FOR REGULAR CHECKS:			170,242.98	

SYS DATE:02/01/24

VILLAGE OF FORSYTH
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SYS TIME:12:18
[NW1]

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DATE: 02/06/24

Tuesday February 06,2024

PAGE 1

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 DAVE & JEN PECK 230564	01-10-554	FOWLER & STEWART NAME WEDGES	71.00	71.00
01 ATLAS LOCK, INC. 48131 48174	51-00-652 51-00-652	KEYS FOR WTR PLANT PADLOCKS-SAFETY LOTO	236.00	36.00 200.00
01 BLACKSTONE AUDIO, INC 2136853 2137968	01-53-681 01-53-681	AUDIO VISUAL AUDIO VISUAL	84.88	42.94 41.94
01 BROWN EQUIPMENT COMPANY INV24039	01-41-612	EQUIP MAINT STREET SWEEPER	147.98	147.98
01 BROWN'S TRUCK ACCESSORIES INC 020224	01-41-513	VEHICLE SERVICE '13 FORD	265.00	265.00
01 BURDICK PLUMBING & HEATING CO, 8161	51-00-549	REPAIR WTR LEAK AT 240 MAGNOLIA DRI	1865.00	1865.00
01 CINDY MCQUALITY 020224	01-11-929	REFUND FOR BLDG PERMIT PAID TWICE	10.00	10.00
01 CONSTELLATION NEWENERGY INC. 67504562801 67504565301	01-41-572 01-41-572	JAN '24 ENTRANCE SIGNS LIGHTING JAN '24 STREET LIGHTING	6309.57	100.40 6209.17
01 AHW LLC CLINTON 11797527	01-52-612	EQUIP MAINT-DRIVE SPROCKET	49.46	49.46
01 BETH E. STRINGER 020224	01-53-672	SUBSCRIPTION	28.00	28.00
01 DRAKE-SCRUGGS EQUIPMENT INC. 0014029-IN	01-41-612	EQUIP MAINT F250 BOSS SNOW PLOW	1476.40	1476.40
01 EBSCO INFORMATION SERVICES 2403174	01-53-672	PERIODICAL SUBSCRIPTION	2.05	2.05
01 FUN-TO-GO LLC 23023413	01-53-913	DEPOSIT FOR INFLATABLES 7/27	346.10	346.10
01 CENGAGE LEARNING INC/GALE 83185644 83186314 83214626 83215564 83324948 83399847 83596508	01-53-671 01-53-671 01-53-671 01-53-671 01-53-671 01-53-671 01-53-671	BOOKS BOOKS BOOKS BOOKS BOOKS BOOKS BOOKS	344.75	31.19 31.99 100.46 26.24 30.39 47.98 76.50
01 FIRST MID 28895 28896	01-53-549 01-53-549	M. WEIGEL NOTARY BOND P. SCHMAHL NOTARY BOND	40.00	20.00 20.00
01 JULIE, INC. 2024-0612	51-00-549	2024 ANNUAL ASSESSMENT	1107.57	1107.57
01 LOWE'S COMPANIES, INC. 020224 020224	01-41-653 01-41-654	SMALL TOOLS JANITORIAL SUPPLIES	437.97	160.55 277.42
01 MACON COUNTY RECORDER			53.00	

DATE: 02/06/24

Tuesday February 06,2024

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
141726	01-11-553	RELEASE LIEN 223 HIGHLAND DR		53.00
01 MACON COUNTY TREASURER			818.96	
23-55	01-41-614	SIGN REPLACEMENTS		655.39
24-55	01-11-535	REPLACE BATTERY ON '07 FORD EXPLORE		163.57
01 MACON COUNTY SWCD			1000.00	
20242	01-41-549	MS4 EDUCATION		1000.00
01 MENARDS			3638.30	
020224	01-11-654	JANITORIAL SUPPLIES		52.99
020224	01-41-613	VEHICLE MAINT SUPPLIES		214.94
020224	01-52-611	BLDG MAINT SUPPLIES		711.88
020224	01-41-652	OP SUPPLIES		990.99
020224	01-41-653	SMALL TOOLS		247.92
020224	01-52-652	OP SUPPLIES		87.60
020224	01-41-611	BLDG MAINT SUPPLIES		549.25
020224	51-00-652	OP SUPPLIES METERS		445.52
020224	01-52-653	SMALL TOOLS		309.74
020224	01-41-654	JANITORIAL SUPPLIES		5.49
020224	51-00-612	EQUIP MAINT SUPPLIES		11.99
020224	01-53-651	OFFICE SUPPLIES		9.99
01 MISSISSIPPI LIME COMPANY			12081.17	
1706602	51-00-656	CHEMICALS		5849.80
1710054	51-00-656	CHEMICALS-LIME		6231.37
01 MORGAN DISTRIBUTING, INC.			132.57	
615257	51-00-612	EQUIP MAINT SUPPLIES FOR WELLS		132.57
01 MELANIE WEIGEL			57.62	
020224	01-53-560	MILEAGE FOR MTG IN SHELBYVILLE		57.62
01 NAPA AUTO PARTS			161.93	
084162	01-41-613	VEHICLE MAINT		64.98
085162	01-41-613	VEHICLE MAINT-RELAY		18.99
085184	01-41-613	VEHICLE MAINT-HALOGEN BEAMS		44.97
085379	01-41-613	VEHICLE MAINT-F250		32.99
01 NATE HEINOLD LLC			10000.00	
1679	16-00-911-5	DISC GOLF TOURNAMENT SPONSORSHIP		10000.00
01 PRAIRIE COMPUTER NETWORK SOLUT			792.00	
1109	01-53-549	COMPUTER, INSTALL, ANTI VIRUS SOFTW		540.00
1109	01-53-651-1	COMPUTER, INSTALL, ANTI VIRUS SOFTW		252.00
01 PAMELA SCHMAHL			72.36	
020224	01-53-560	MILEAGE FOR 1/26 MTG IN CHATHAM		72.36
01 MAURICE KAPPER			75.00	
020224	01-11-929-1	CANCEL COMM ROOM 2-17-24		75.00
01 AT & T			447.04	
020224	52-00-552	783 STVNS CRK JAN '24 PHONE LINE		110.76
020224	52-00-552	101 HUNDLEY JAN '24 PHONE LINE		110.76
020224	52-00-552	440 HUNDLEY JAN '24 PHONE LINE		110.76
020224	52-00-552	815 W FORSYTH PK JAN '24 PHONE LINE		114.76
01 SYED SALIK			13.37	
020224	51-00-929	REFUND FOR W/S CREDIT		13.37

SYS DATE:02/01/24

VILLAGE OF FORSYTH
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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 STAR SILKSCREEN DESIGN, INC.			2849.40	
60498	01-41-471	PW UNIFORMS		1449.40
60498	01-52-471	PW UNIFORMS		1400.00
01 STOLLEY TERMITE & PEST CONTROL			65.00	
020224	01-53-511	LIB MONTHLY BUG SPRAY		65.00
01 THIRD MILLENNIUM ASSOCIATES, I			419.47	
30946	51-00-549-1	W/S BILL RENDERING SERV FOR FEB 1		209.73
30946	52-00-549-1	W/S BILL RENDERING SERV FOR FEB 1		209.74
01 UTILITY SUPPLY OF AMERICA, INC			410.87	
INV00237668	51-00-652	OP/LAB SUPPLY		313.65
INV00240147	51-00-656	CHEMICALS-FLOURIDE		97.22
01 US POSTAL SERVICE (CAPS)			693.80	
020224	51-00-549-1	POSTAGE FOR FEB 1 '23 W/S BILLS		346.90
020224	52-00-549-1	POSTAGE FOR FEB 1 '23 W/S BILLS		346.90
01 VILL OF FORSYTH			150.00	
020224	01-11-571	W/S SERVICES FOR 12/20/23-1/20/24		150.00
01 VULCAN CONSTRUCTION MATERIALS,			248.50	
33464081	01-41-614	FILL SAND		248.50
01 WAL-MART			418.13	
020224	01-53-651	OFFICE SUPPLIES		28.70
020224	01-53-913	PROGRAMMING		329.47
020224	01-53-912	LIBRARY ACCESSORIES		59.96
01 WATER SOLUTIONS UNLIMITED, INC			2748.38	
120674	51-00-656	CHEMICALS		2748.38
** TOTAL CHECKS TO BE ISSUED			50168.60	

SYS DATE:02/01/24

VILLAGE OF FORSYTH
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[NW1]

DATE: 02/06/24

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
GENERAL FUND			19555.85	
HOTEL/MOTEL TAX FUND			10000.00	
WATER OPERATIONS			19609.07	
SEWER OPERATIONS			1003.68	
*** GRAND TOTAL ***			50168.60	
TOTAL FOR REGULAR CHECKS:			38,087.43	
TOTAL FOR DIRECT PAY VENDORS:			12,081.17	

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A/P MANUAL CHECK POSTING LIST

POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

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PAYABLE TO REG# INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DISTR
01 ILLINOIS PROTECTIVE OFFICIALS	02/01/24	59985	40.00	
230 020124	01-41-560	R. RALEIGH MEETING		40.00
** TOTAL MANUAL CHECKS REGISTERED			40.00	

=====

REPORT SUMMARY

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CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	50168.60	40.00	50208.60
TOTAL CASH	50168.60	40.00	50208.60

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	19555.85	40.00	19595.85
16	10000.00	.00	10000.00
51	19609.07	.00	19609.07
52	1003.68	.00	1003.68
TOTAL DISTR	50168.60	40.00	50208.60

ADMINISTRATION REPORTS

ENGINEER'S REPORT

Forsyth; February 6, 2024 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.

We are working on plats and easements for the two easement acquisitions necessary for the project. We are also assembling the other information required to be completed in advance of the meetings with property owners to negotiate the acquisitions. Negotiations are schedule to begin this month.

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.

Bids were awarded at the December 19th Board meeting. Notice to proceed has been processed with the contractor, and a construction start date will be determined shortly. Working days start May 1st, although we anticipate the contractor getting started prior to that date.

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.

The electrical service has been installed and the generator is in place. Work on the roof of the building is proceeding. Interior plant piping, electrical, and telemetry started this week.

A change order is being processed at tonight's meeting.

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.

No new updates at this point.

Westerman-Bike Path Easements

This project consists of preparation of easement documents that satisfy the terms of the settlement between the Village and Westerman Farms. Easements are required to be recorded before February 19, 2024.

Field work for this project is complete, and easement plats and documents are underway. A title search is being completed due to discrepancies discovered in the survey.

ENGINEER'S REPORT

Forsyth; February 6, 2024 Board Meeting

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



Project 8594 - Moon St Sidewalk Improvements

This project consists of reconstructing sidewalks along Elwood St and Smith St from Ruehl St to E. Shafer St (CH 20) and along Moon St from Grant St to the future bike path along the old RXR ROW east of Smith St. The intent is to submit this project for funding through IDOT's SRTS program so federal procedures must be followed.

Aside from a few items of work, this project has been paused until the results of the grant application are released. We do not anticipate hearing back until April or May 2024.

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.

Survey has been completed and design of the project is underway.

Project 8645 - Water Treatment Plant Clarifier & Filter Maintenance

This project consists of the replacement of the filter media along with cleaning and painting the existing filters and claricones in the Village Water Treatment Plant.

A preconstruction meeting was held on January 10, 2024 with construction anticipated to start January 25, 2024.

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

A design contract is being presented at tonight's meeting.

Project 8729 - 2023 Asphalt Maintenance Construction

This project consists of patching various locations along the roads in the Grayhawk subdivision to address "dips" in the pavement due to subgrade settlement. It also has patching, crack filling, milling, and asphalt overlay of the bike path from E Hickory Point Rd to Cox St.

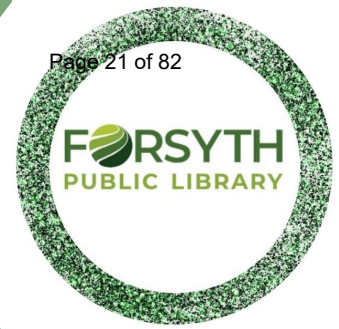
Completion work will commence once weather breaks in the spring.

Library Director's Report

Village Board Meeting

February 6, 2024

Page 21 of 82



Library Updates:

- In February, the Library is kicking off a NEW Tech Help program, which allows individuals to sign up for individualized assistance using their personal phone, laptop or tech device or the library's available computers to get basic help with any tech questions they may have.
- We are excited to be partnering with the Village to offer a NEW monthly Bingo in the Library. The first event is scheduled for Tuesday, February 13, from 1-3 in the Community Room. Special thanks to Jill and Kim for their collaboration on this new venture!
- Our NEW Coffee Talk program has been a tremendous success! It's aimed at providing attendees a chance to meet up with old friends and make new ones while enjoying coffee, treats and good conversation. Due to patron demand, we've made Coffee Talk a weekly offering.
- We continue to focus on connecting with the local schools in 2024. We had over 100 5th graders from M-F Grade School visit the library to check out non-fiction books for a research project, in addition to our regular Decatur Christian visitors.
- We are pleased to begin prepping our space for the NEW Forsyth Historical Archives as well as writing our first grant application to support the Archives project.
- On February 10, we will have TWO drop-in crafts available in anticipation for Valentine's Day. Our younger visitors can make a yummy Choo-Choo train edible treat while older kiddos can create Taylor Swift-inspired friendship bracelets to give to friends.
- Planning for Summer Reading 2024 is well underway as we prep for a summer of reading and fun for patrons of all ages!
- Our adult services librarian Pam led a "Meet Libby" program on Wednesday, January 17, that helped patrons learn to use the the app to check out ebooks and audiobooks from their digital device. NEW for 2024, you can also check out over 4,000 digital magazines!
- Chair Yoga with Annette is on hiatus until the end of February. Due to popular demand, we're offering a modified stretching program for our patrons to stay loose and limber until her return!
- The Food for Thought Book Club will be reading *Remarkably Bright Creatures* and the Bookkeepers group will be discussing *Everybody Always*. All are welcome to attend!

Melanie Weigel, Director

MONTHLY STATS

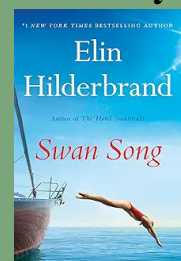
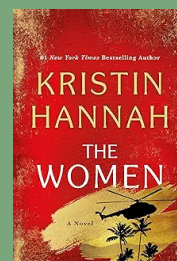
2,653

Patrons Visited the
Library in January,
301 more than in
Jan 2023

Items Checked Out
in January

3,932

Most Requested Books in January:



Public Works Report 2-1-24

Parks:

- * Performed some park sign painting and flower bed timber work.
- * Worked on park bathroom interior painting, stall door installation, and some minor upgrades.

Parks to do list:

- * Work on park tree / underbrush removal.
- * Add dirt to the trail system edges, patch trail holes and cracks.

Park Priorities for the upcoming few weeks:

Remove Old Playground Equipment

Village:

- * We maintained the Village Hall, the Library, and other property / easements throughout the Village.
- * We worked on permits, ordinances, inspections, and concerns.
- * Removed snow and ice.
- * Replaced faded and/or damaged traffic, neighborhood, and street signs with new.
- * Added cold patch to potholes throughout the Village.
- * Performed street sweeping and fallen tree pickups.
- * Completed leaf spreading on our farm fields.

Village to do list:

- * Continue with Fiber Optic Locate Re-Marks and new service install locates.

Village Priorities for the upcoming few weeks:

Pick up some limb piles, trash and debris from streets, neighborhoods.

Building Inspection Priorities:

Inspect and monitor progress of Starbucks construction... waiting on revisions from developers for inside build-out. Outside is nearly complete.

Existing building (Hometown Buffet) remodel / re-fit plan comments from AEX are being reviewed by MCG.

Water Treatment Plant / Sewer:

- * Continued with meeting monthly / annual IEPA sampling and analysis requirements.
- * Repaired and replaced a majority of the chlorine system, which included injectors, regulators, and feed lines.
- * Polymer transducer was changed out.
- * Potassium permanganate pump was repaired.

Water / Sewer to do list is:

- * Install new RAW and Finished Water Flow Meters, with calibrations (ARPA Project).
- * Replace Well #3 power line (Next Week).

Water / Sewer Priorities:

Filters #3 and #4, Clari-Cone #1, and Heli-Carb Tank #1 have been taken out-of-service for the ARPA project.

ARPA project is to refurbish all our filters, which includes removing old filter media and replacing with new, sand blasting and painting the entire inside of the filters, repair/replace the agitators, and to replace the nozzles. We will also spot paint the exterior of the filters.

Note: filter media, agitators, and nozzles have been removed. Interior has been sand blasted and initial primer coat applied.

ARPA project also includes inspecting the Clari-Cone interior and exterior for spot painting and/or full interior only sand blasting and re-painting (change order would be needed).

Note: Clari-Cone #1 has a lot of lime scale attached to the interior. We are gathering information to determine if we need to power clean the interior to better assess the Clari-Cone interior or to just sand blast and re-paint. We will bring this item to the February 20 meeting. Exterior will be spot painting only.

ARPA project also includes spot painting the Heli-Carb exterior and to inspect the interior, once shut down and cleaned.

Note: After washing the scale from the Heli-Carb interior ... the interior was found in a condition that warrants a sand blast and re-paint. Chastain Engineering has prepared a change order, for your review and approval, to sand blast and re-paint the interior.

Lastly, the ARPA project also includes spot painting water plant piping.

Note: spot painting preps are underway.

Thanks,
Darin
Public Works Director
Village of Forsyth, Illinois

OLD BUSINESS

ITEM 1

OLD BUSINESS

ITEM 2

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: February 6, 2024
Subject: Strategic Planning

Strategic Plan Update:

Please find the first 15 pages of the updated Strategic Plan. This will give you a timeline and thought process of staff suggestions moving forward. Focus will be placed on Roads, Path/Sidewalks, Forsyth Park, Nature Park, and Prairie Winds. This plan takes us through 2030 with major projects and 2028 with road improvements

We would like to have the boards input on priorities and features at the parks.

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

Village of Forsyth
Strategic Plan
2024-2028





Forsyth Park

Vision Board-Forsyth Park

Phase 1

- ADA Playground
- New Scoreboards
- Backstops to 1-2 & 3
- Move Sand Volleyball
- Move Fence 3 back
- Parking Lot A Improvement

Phase 2

- New Concession, Pavilion, and Restroom
- Relocate Climbing Wall
- Remove amphitheater and regrade into a sled hill
- Parking Lot D Improvement

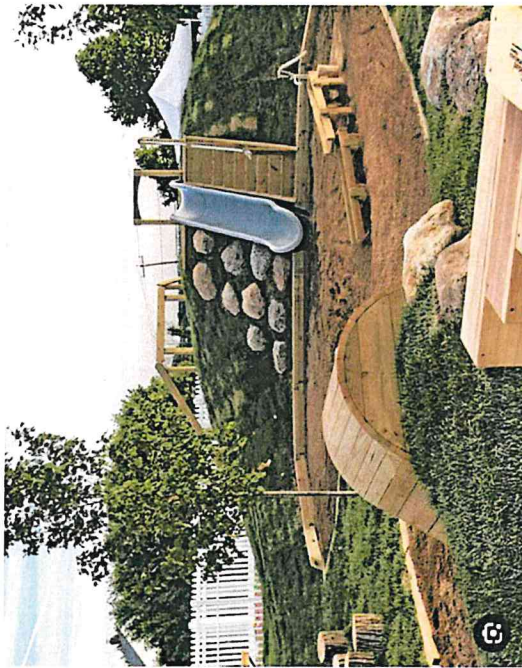
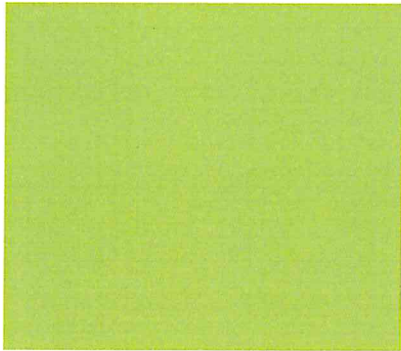
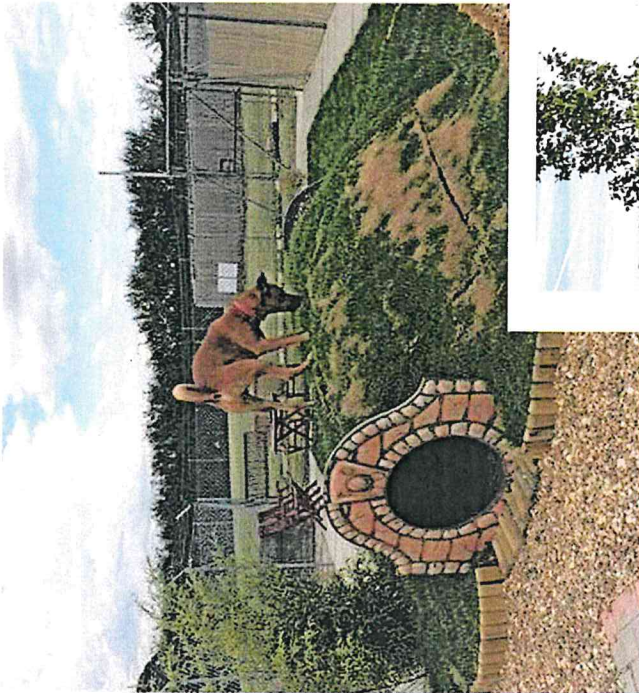
Phase 3

- Ice Rink
- Upgrade Tennis Courts
- Parking Lot B/C

Phase 4

- Turf Diamond 4&5

Nature Park



Vision Board-Nature Park

Phase 1

- Pond, Fishing Pier, Parking lot, Trails (as planned)

Phase 2

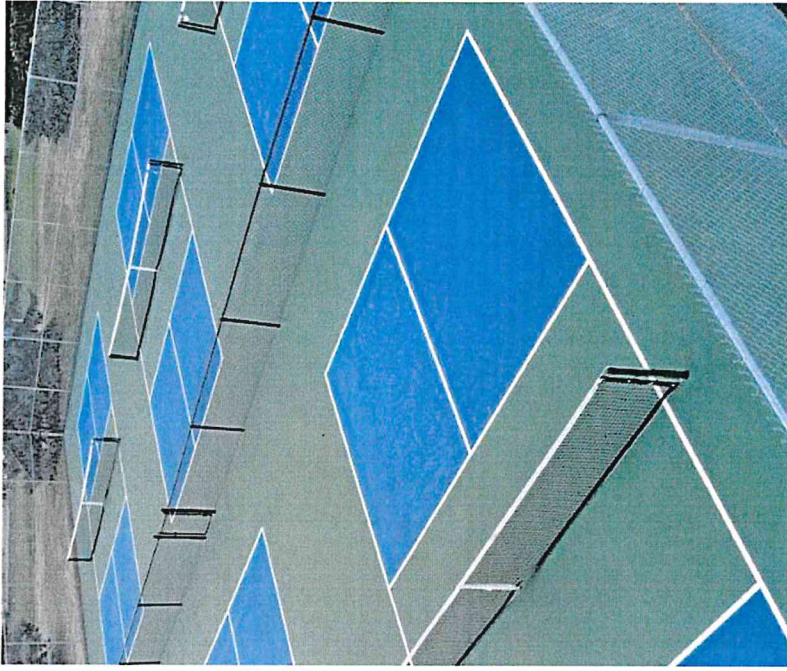
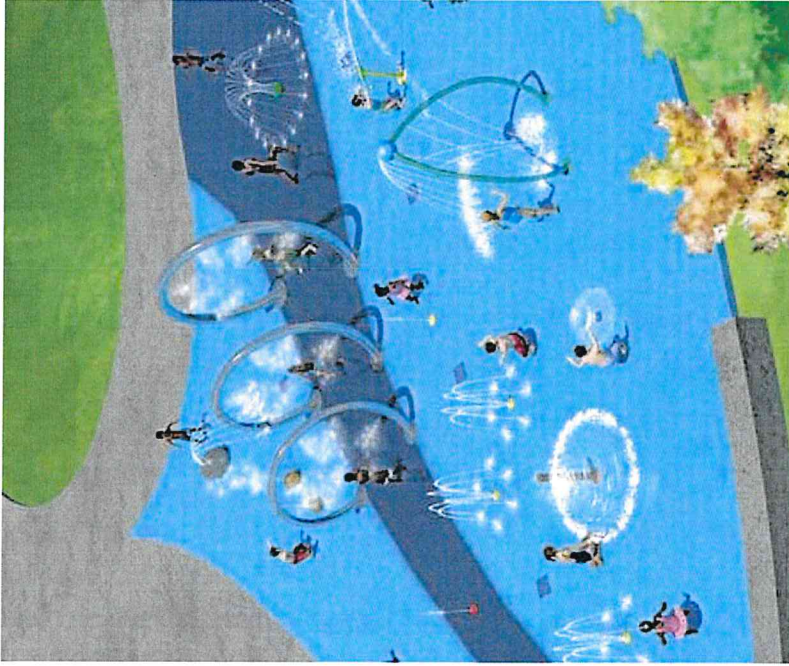
- Install Utilities: Water, Sewer and Electric

Phase 3

- Dog Park
- Pavilion
- Restroom
- Cross Country Running Trail
- Sensory Garden
- Trees/Nature
- Parking

Phase 4

- Nature Scape Playground



Prairie Winds

Vision Board-Prairie Winds Area

Phase 1

- Install Utilities: Water, Sewer and Electric
- Pond

Phase 3

- Splash Pad
- Playground

Phase 2

- Parking
- Restroom
- Pavilion
- Pickleball Court
- Trails
- Sand Volleyball

D-Design (drawings, estimates, engineering)
 B-Bid
 C-Construct

2024 Timeline

Roads - C-RT 51 - D- Barnett Ave Improvement - C- Grayhawk 2nd addition - B/C- Avalon - D/B/C- Prairie & Talon Int Reconstruction - D -Woodland Hills Rehab - D/B/C- Pavement Striping Program - D/B/C- Grayhawk 1	Path/Sidewalk - D- Moon Street Sidewalk Improvements - D/B/C- MF Grade School Path - D/B/C- Mall Path West Hickory Point Road to Weaver Rd Maintenance	Forsyth Park Phase 1 - New ADA Playgrounds - New Scoreboards - New Backstop - Move Volleyball - Fence for #3 - Parking Lot A rehab - D/B- Phase 2	Nature Park Phase 1 - Construct to LWCF compliant (Parking, pond, pier, walking path) - D- Phase 2	PW	MISC - Ordinance Update - Policies Update - Emergency Plan - C- WTP Clarifier & Filter - D/B- Water Towers, GST, Aerator - C-Well 7 - New playgrounds
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2025 Timeline

Roads - B/C- Woodland Hills Rehab - D- Hickory Point Estates Rehab - B/C- Barnett Ave Improvement - D/B/C- Annual Pavement Maintenance Program	Path/Sidewalk - B/C- Moon Street Sidewalk Improvements - D/B/C- Forsyth Parkway, W. Forsyth Parkway, Grayhawk Path Maintenance	Forsyth Park Phase 2 - New Concession Stand - New Pavilion - New Restroom - New Climbing Wall- remove old - Install Sled Hill - D/B/C- Parking Lot D - Remove Amphitheater - D- Phase 3	Nature Park Phase 2 - B/C- Utilities: water, sewer, electric - D- Phase 3	PW Design Phases for grant purposes	MISC C- Water Towers, GST, Aerator
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2026 Timeline

Roads ■ B/C- Hickory Point Estates Rehab ■ D- Stevens Creek South Rehab ■ Annual Pavement Maintenance Program	Path/Sidewalk ■ D/B/C- Market, Menards, Veterans Loop	Forsyth Park Phase 3 ■ Ice Rink ■ Tennis Court Rehab ■ D/B/C- Parking Lot B and C ■ D/B- Phase 4	Nature Park Phase 3 ■ Dog Park ■ Pavilion ■ Restroom ■ Cross Country Running Trail ■ Sensory Garden ■ Additional Parking ■ D-Phase 4	PW	MISC ■ Review Ordinance ■ Review Policies ■ Renew Police Contract ■ D/B- Undersized water Main
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2027 Timeline

Roads	Path/Sidewalk	Forsyth Park	Nature Park	PW	MISC
- B/C- Stevens Creek South Rehab - D- Colonial Manor/Moon Street Rehab - Annual Pavement Maintenance Program		Phase 4 C- Turf field 4 & 5	Phase 4 B/C- Nature Scope Playground		- Review Strategic Plan - Review Emergency Plan - C- Undersized water main

2028 Timeline

Roads - B/C- Colonial Manor/Moon Street Rehab - Develop 2029 Road Rehab Design - Annual Pavement Maintenance Program	Path/Sidewalk	Forsyth Park	SNP	PW Phase 1 - Utilities: water, sewer, electric - Pond - D/B-Phase 2	MISC - Review Ordinances - Review Policies
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D-Design (drawings, estimates, engineering)
B-Bid
C-Construct

2029 Timeline

Roads	Path/Sidewalk	Forsyth Park	SNP	PW - Phase 2 - Parking - Restroom - Pavilion - Pickleball courts - Trails - Sand Volleyball - D/B- Phase 3	MISC - Review Strategic Plan - Review Emergency Plan
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2030 Timeline

Roads	Path/Sidewalk	Forsyth Park	SNP	PW - Phase 3 - Splash Pad - Playground	MISC - Review Ordinance - Review Policies
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NEW BUSINESS

ITEM 1

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: February 6, 2024
Subject: SC Forsyth LLC Petition for Final Plat

Starbucks has submitted the paperwork and has worked with appropriate reviewers for the approval of their final plat for a planned unit development.
Planning and Zoning approved this unanimously.

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

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER 2024-1

**AN ORDINANCE APPROVING FINAL PLAT FOR PROPERTY LOCATED AT 994 US
ROUTE 51, FORSYTH, ILLINOIS (PIN: 07-07-14-351-006)**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

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

Village Trustees

Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Forsyth
October __, 2024

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

ORDINANCE NO. 2024-1**AN ORDINANCE APPROVING FINAL PLAT FOR PROPERTY LOCATED AT 994 US ROUTE 51, FORSYTH, ILLINOIS (PIN: 07-07-14-351-006)**

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

WHEREAS, the Village's Development Ordinance Code, Article XI provides for the subdivision of real property pursuant to the authority granted it in 65 ILCS 5/11-12-8; and

WHEREAS, the Village's Development Ordinance Code, Section 11.5 provides for the requirements of a final plats for planned unit developments; and

WHEREAS, the Village's Development Ordinance Code, Article IX and XI, sets forth the process for approving the final plat for a planned unit development; and

WHEREAS, SC Forsyth, LLC's Petition for approval of Final Plat for a planned unit development for the property located at 994 US Route 51 Forsyth, Illinois and legally described as:

A PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PART MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER (SW 1/4) OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING 52.26 FEET EAST OF THE SOUTHWEST CORNER OF THE SAID SOUTHWEST QUARTER (SW 1/4) OF SECTION 14, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF F.A. ROUTE 52 (U.S. ROUTE 51); THENCE NORTH 00 DEGREES 42 MINUTES 38 SECONDS WEST, (ASSUMED BEARING)[N 00-42-23 W MEASURED], 412.64 FEET ALONG THE SAID EAST RIGHT OF WAY LINE OF F.A. ROUTE 52; THENCE NORTH 89 DEGREES 16 MINUTES 55 SECONDS EAST[N 89-17-10 E MEASURED], 192.49 FEET; THENCE SOUTH 68 DEGREES 12 MINUTES 59 SECONDS EAST [S 68-12-44 E MEASURED], 41.33 FEET; THENCE SOUTH 27 DEGREES 32 MINUTES 45 SECONDS EAST[S 27-32-30 E MEASURED], 42.79 FEET; THENCE

SOUTH 00 DEGREES 42 MINUTES 39 SECONDS EAST[S 00-42-24 E MEASURED], 355.31 FEET TO A POINT ON THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER (SW 1/4) OF SECTION 14; THENCE SOUTH 88 DEGREES 31 MINUTES 17 SECONDS WEST[S 88-31-24 W MEASURED], 250.02 FEET ALONG THE SAID SOUTH LINE OF THE SAID SOUTHWEST QUARTER (SW 1/4) OF SECTION 14 TO THE POINT OF BEGINNING. SITUATED IN MACON COUNTY, AND THE STATE OF ILLINOIS. EXCEPTING THEREFROM A PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PART MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 14 AND THE WEST RIGHT OF WAY LINE OF COMMERCE PLACE AS RECORDED IN BOOK 2633 ON PAGE 194 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS; THENCE NORTHERLY ALONG THE WEST RIGHT OF WAY LINE ON A BEARING OF NORTH 1 DEGREE 04 MINUTES 17 SECONDS EAST[N 00-42-24 W MEASURED]FOR 81.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED LINE FOR 106.60 FEET; THENCE WESTERLY ON A BEARING OF SOUTH 88 DEGREES 58 MINUTES 06 SECONDS WEST[S 89-19-59 W MEASURED]FOR 14.90 FEET; THENCE SOUTHERLY ON A BEARING OF SOUTH 1 DEGREE 01 MINUTES 54 SECONDS EAST[S 00-40-01 E MEASURED]FOR 15.71 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 283.34 FEET[283.33 FEET MEASURED], AN ARC DISTANCE OF 92.52 FEET[92.53 FEET MEASURED], A CHORD DISTANCE OF 92.11 FEET[92.12 FEET MEASURED]AND A CHORD BEARING OF SOUTH 10 DEGREES 23 MINUTES 12 SECONDS EAST[S 10-01-20 E MEASURED]TO THE POINT OF BEGINNING. SITUATED IN MACON COUNTY, AND THE STATE OF ILLINOIS. PIN: 07-07-14-351-006.

with the Final Plat including Lots 1, 2, and 3 of SC FORSYTH, LC, Planned Unit Development C-1 Commercial (final plat attached as **Exhibit A**) (hereinafter "Final Plat");

WHEREAS, notice of the public hearing on SC Forsyth, LLC's petition for approval of the Final Plat was published on January 9, 2024;

WHEREAS, the Planning and Zoning Commission held a meeting and considered for approval of the Final Plat on January 25, 2024, and at said meeting voted to recommend approval of same by a vote of 5-0 and adopts the findings and

recommendations in the staff report attached as **Exhibit B**; and

WHEREAS, the Mayor and the Board of Trustees of the Village of Forsyth, Illinois, desire to approve SC Forsyth, LLC's petition as set forth herein.

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. The Village Board finds that all the requirements of Section 11.5 of the Village's Development Ordinance have been complied with and the application for approval of SC Forsyth, LLC petitioned for approval of the Final Plat shall be granted.

Section 3. Approval of SC Forsyth LLC's Petition. The Village Board hereby approves SC Forsyth's petition and Final Plat of planned unit development attached as **Exhibit A** having considered the information in both **Exhibit A** and **Exhibit B**.

Section 4. 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 5. 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 6. 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 _____, 2024, at Forsyth, Macon
County, Illinois.

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

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

**EXHIBIT A
FINAL PLAT**

EXHIBIT B
REPORT AND RECOMMENDATION

RECOMMENDATION & FINDINGS OF FACT

To: Village of Forsyth Board of Trustees

From: Planning & Zoning Commission

Re: Recommendation for approval of SC Forsyth, LLC's Petition for approval of Final Plat for a planned unit development for the property located at 994 US Route 51 Forsyth, Illinois and legally described as: A PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PART MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER (SW 1/4) OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING 52.26 FEET EAST OF THE SOUTHWEST CORNER OF THE SAID SOUTHWEST QUARTER (SW 1/4) OF SECTION 14, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF F.A. ROUTE 52 (U.S. ROUTE 51); THENCE NORTH 00 DEGREES 42 MINUTES 38 SECONDS WEST, (ASSUMED BEARING)[N 00-42-23 W MEASURED], 412.64 FEET ALONG THE SAID EAST RIGHT OF WAY LINE OF F.A. ROUTE 52; THENCE NORTH 89 DEGREES 16 MINUTES 55 SECONDS EAST[N 89-17-10 E MEASURED], 192.49 FEET; THENCE SOUTH 68 DEGREES 12 MINUTES 59 SECONDS EAST [S 68-12-44 E MEASURED], 41.33 FEET; THENCE SOUTH 27 DEGREES 32 MINUTES 45 SECONDS EAST[S 27-32-30 E MEASURED], 42.79 FEET; THENCE SOUTH 00 DEGREES 42 MINUTES 39 SECONDS EAST[S 00-42-24 E MEASURED], 355.31 FEET TO A POINT ON THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER (SW 1/4) OF SECTION 14; THENCE SOUTH 88 DEGREES 31 MINUTES 17 SECONDS WEST[S 88-31-24 W MEASURED], 250.02 FEET ALONG THE SAID SOUTH LINE OF THE SAID SOUTHWEST QUARTER (SW 1/4) OF SECTION 14 TO THE POINT OF BEGINNING. SITUATED IN MACON COUNTY, AND THE STATE OF ILLINOIS. EXCEPTING THEREFROM A PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PART MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 14 AND THE WEST RIGHT OF WAY LINE OF COMMERCE PLACE AS RECORDED IN BOOK 2633 ON PAGE 194 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS; THENCE NORTHERLY ALONG THE WEST RIGHT OF WAY LINE ON A BEARING OF NORTH 1 DEGREE 04 MINUTES 17 SECONDS EAST[N 00-42-24 W MEASURED]FOR 81.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED LINE FOR 106.60 FEET; THENCE WESTERLY ON A BEARING OF

SOUTH 88 DEGREES 58 MINUTES 06 SECONDS WEST[S 89-19-59 W MEASURED]FOR 14.90 FEET; THENCE SOUTHERLY ON A BEARING OF SOUTH 1 DEGREE 01 MINUTES 54 SECONDS EAST[S 00-40-01 E MEASURED]FOR 15.71 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 283.34 FEET[283.33 FEET MEASURED], AN ARC DISTANCE OF 92.52 FEET[92.53 FEET MEASURED],A CHORD DISTANCE OF 92.11 FEET[92.12 FEET MEASURED]AND A CHORD BEARING OF SOUTH 10 DEGREES 23 MINUTES 12 SECONDS EAST[S 10-01-20 E MEASURED]TO THE POINT OF BEGINNING. SITUATED IN MACON COUNTY, AND THE STATE OF ILLINOIS. PIN: 07-07-14-351-006. The Final Plat to include Lots 1, 2, and 3 of SC FORSYTH, LC, Planned Unit Development C-1 Commercial.

Date: January 25, 2025

On January 25, 2024, the Planning and Zoning Commission ("Commission") held a public hearing on the petition for approval of final plat for planned unit development at Village Hall, 302 S. Route 52, Forsyth IL. The notice of the public hearing was published in the Herald & Review on January 9, 2024.

SC Forsyth, LLC petitioned for approval of final plat creating three lots at the property on described above and located at 994 U.S. Route 51, Forsyth, IL (PIN: 07-07-14-351-006).

Based on the public hearing, the Commission voted to 5-0 to recommend approval of the final plat for planned unit development attached here as **Exhibit 1**. Based on the public hearing, the Commission found the subdivision will:

- (1) be harmonious with and in accordance with the general objectives of the Comprehensive Land Use Plan and/or this Ordinance;
- (2) be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity, and that such use will not alter the essential character of the same area;
- (3) not be hazardous or disturbing to existing or future neighborhood;
- (4) be adequately served by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water, sewers, and schools, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;
- (5) not create excessive additional requirements at public cost for public facilities and services, and will not be detrimental to the economic welfare of the Village of Forsyth;
- (6) not increase the potential for flood damage to adjacent property, or require additional public expense for flood protection, rescue, or relief; and
- (7) not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance to the Village of Forsyth.

Chairman, Planning & Zoning Commission

NEW BUSINESS

ITEM 2

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: February 6, 2024
Subject: Fee Change

We have discussed increasing our electrical and plumbing inspection fees from \$45.00 to \$60.00. Attached is a comparison of our fees compared to Decatur and Mt. Zion. Decatur included the cost of their inspection in the permit fee, which is substantially higher than ours. Mt. Zion does most of their inspection in house. Ryan spoke with the County and they charged about \$100 per inspection. 2019 was the last fee change.

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

Permit Fee Comparison

Fee	Forsyth	Decatur	Mt. Zion
Residential – New Construction	\$0.10 per sq ft	0.5% of project value	\$0.15 per sq ft
Example: Home – 4852 sq ft. - \$450,000	\$485.20	\$2,250	\$727.80
Residential – Remodel	\$5.00 for first \$1,000 valuation and \$1.75 for each \$1,000 after	0.5% of project value	\$0.15 per sq ft/\$100 min.
Commercial – New Const.	\$0.10 per sq ft	0.75% of project value	\$0.15 per sq ft
Electrical Inspection	\$45/inspection (2)	Included	\$120 (3 inspections)
Plumbing	\$45/inspection (2)	Included	\$150 (3 inspections)
Mechanical	\$45/inspection (2)	Included	\$60 (2 inspections)
Deck	\$0.10 per sq ft	?	\$100
Pool In-ground w/ Elec & Plumb	\$10	\$200	\$100
Pool above ground with electric	\$10	\$100	0
Pool above ground no electric	\$10	\$50	0
Fence	\$10		
Demo	\$0	\$75	\$50

Mt.Zion doubles the permit fees if they do not get the permit before work begins.

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER 2024-2

**AN ORDINANCE AMENDING THE VILLAGE CODE PROVISIONS ON
INSPECTION FEES WITHIN THE VILLAGE OF FORSYTH**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

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

Village Trustees

Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Forsyth
on _____, 2024

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

ORDINANCE NO. 2024-2**AN ORDINANCE AMENDING THE VILLAGE CODE PROVISIONS ON
INSPECTION FEES WITHIN THE VILLAGE OF FORSYTH**

WHEREAS, the Village of Forsyth (“Village”) is an Illinois municipal corporation operating under and pursuant to the Illinois Municipal Code; and

WHEREAS, the Village Code requires that an inspection be performed by a plumber prior to the issuance of an occupancy permit; and

WHEREAS, the Village Development Ordinance Section 9.16 provides that the Village Board shall establish a schedule of fees for administrative matters pertaining to this ordinance; and,

WHEREAS, administrative costs for inspections have risen and the inspection fees for plumbers has not been risen to reflect these costs; and,

WHEREAS, the Corporate Authorities of the Village find it in the best interests of the Village to increase the fees for plumbing inspections from \$45.00 for all inspections to \$60.00 for all inspections to accurately reflect the administrative costs associated with these inspections.

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

Section 1. Recitals. The above recitals are incorporated herein by this reference as if specifically stated in full.

Section 2. Amendment to Fee Schedule. That, pursuant to Section 9.16 of the Village Development Ordinance, the plumber inspection fee shall be raised to \$60.00 for commercial and residential inspections. The schedule of fees posted in the

office of the Zoning Official shall be amended to reflect this change.

Section 3. Severability. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

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

Section 5. Effective Date. After its passage, the new provisions of Chapter 110, outlined herein, shall be effective and commence 10 days after this Ordinance is printed in book or pamphlet form and published by the authority of the corporate authorities.

SO ORDAINED this _____ day of _____ 2024, at Forsyth, Macon County, Illinois.

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

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

NEW BUSINESS

ITEM 3



MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: F. Thomas Mathews, PE
Date: February 2, 2024
cc: Ms. Jill Applebee, Village Administrator
Mr. Darin Fowler, Director of Public Works
Re: **Water Treatment Plant Claricone & Filter Maintenance Change Order #1**

Honorable Mayor and Trustees,

Presented for your consideration is construction Contract change order #1 for the Water Treatment Plant Claricone & Filter Maintenance project. This change order to All Service Contracting Corp. covers the cost of additional Work to sandblast and coat the interior of the Helicarb units. The Contract only included an inspection of these units. This Work was not included in the Contract. Sufficient contingency funds in the Contract remain to cover the cost of most of this Work. After deducting the contingency funds, the net change to the Contract price by this change order is an increase of \$3,018,00.

Chastain & Associates LLC recommends approval of Change Order #1 to the Water Treatment Plant Claricone & Filter Maintenance 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.

Thomas Mathews, PE

CHANGE ORDEROrder No.: 1 RevisedDate: 2/2/2024Agreement Date: 11/7/2023

NAME OF PROJECT: WATER TREATMENT PLANT CLARICONE & FILTER MAINTENANCE

OWNER: VILLAGE OF FORSYTH, ILLINOIS

CONTRACTOR: ALL SERVICE CONTRACTING CORP.

The following changes are hereby made to the **CONTRACT DOCUMENTS**:

ITEM AND QUANTITY	ADDITION	DEDUCTION
Helicarb interior full blast and recoating	\$53,018.00	
Alterations, Cancellations, Extensions, Deductions and Extra Work		\$50,000.00
Total Contract Change =	\$3,018.00	

JUSTIFICATION:

The refurbishing of the interior coating on the helicarb units was not included in the Contract, only an inspection was included. The helicarb units were drained and inspected. The internal inspection identified the need to refurbish the interior coatings inside the helicarb units.

The Contract included a contingency for extra work. This change order will also deduct the contingency.

CHANGE TO CONTRACT PRICE:Original CONTRACT PRICE: \$ 553,794.00Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ 0.00The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$ 3,018.00The new CONTRACT PRICE including this CHANGE ORDER will be: \$ 556,812.00**CHANGE TO CONTRACT TIME:**The CONTRACT TIME will be increased by 10 working days.**GERMAINESS DETERMINATION:**

G1 – The undersigned determine that the change is germane to the contract as signed, because provision for this work is not included in the original contract.

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

By: _____

Approved by Contractor: ALL Service Contracting corp By: Breck J. Blumhorn 2/2/24

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

RETURN WITH BID

BASE BID SCHEDULE ALTERNATE "B"
VILLAGE OF FORSYTH, ILLINOIS
FORSYTH WATER TREATMENT PLANT CLARICONE & FILTER MAINTENANCE

	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	BOND, INSURANCE, AND MOBILIZATION	L SUM	1	14,994.00	14,994.00
2.	CLARICONE INTERIOR – SPOT PAINTING	SQ FT	600	70.00 each	42,000.00
3.	FILTER UNIT INTERIOR – FULL BLAST AND REPAINT	EACH	2	82,130.00 each	164,260.00
4.	CLARICONE EXTERIOR – SPOT PAINTING	SQ FT	300	70.00 each	21,000.00
5.	FILTER UNIT EXTERIOR – SPOT PAINTING	SQ FT	600	70.00 each	42,000.00
6.	FILTER REHABILITATION	EACH	2	84,915.00 each	169,830.00
7.	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	L SUM	1	\$50,000.00	\$50,000.00
TOTAL BASE BID ALTERNATIVE "B":				\$ 503,994.00	

SUPPLEMENTAL SCHEDULE OF UNIT PRICES FOR FIXING THE COST BASIS OF CHANGES

	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
8.	INTERIOR PLANT PIPING – SPOT PAINTING	SQ FT	600	70.00 each	42,000.00
9.	HELICARB UNIT INTERIOR – INSPECTION	EACH	2	400.00 each	800.00
10.	HELICARB UNIT EXTERIOR – SPOT PAINTING	SQ FT	100	70.00 each	7,000.00



To: Darrin Fowler

Re: Heli Carb Interior blast and paint.

At: Village of Forsyth IL.

All Service Contracting Corp. (A.S.C.C.) is pleased to offer the following.

SCOPE: HeliCarb Unit Interior -Full Blast &Repaint

#1. Surface Prep: SP10 near white blast cleaning.

#2. Primer: 1 coat of corothane I Galvapak(2.5-3.5mils dft)

#3. Stripe coat: 1 coat of Macropoxy 5550 LT

#4. Finish: 1 coat of Sherplate PW (25-35mils dft)

NOTE: All work and materials mentioned above are in accordance with the provided bid documents.

Quantity (2)Tanks.

Unit Price \$26,509.00 Per tank.

Total Cost \$53,018.00 (2) Tanks.

Should you have any questions concerning this quote please call our office at 888-233-3018.

ALL SERVICE CONTRACTING CORP.

By: _____
Aaron M. Burcham, Vice President
Associate Member A.W.W.A

Date: 1-30-24

AARON M. BURCHAM
VICE PRESIDENT
ALL SERVICE CONTRACTING CORP.
2024 E. DAMON AVENUE
DECATUR, IL 62526
aaron@allservice.com
217-233-3018 OFFICE
217-519-3021 CELL
217-233-3019 FAX

Authorized By: _____

Title: _____

Date: _____

Witness: _____

Date : _____

NEW BUSINESS

ITEM 4



MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Jeremy Buening, P.E., S.E.
Date: February 1, 2024
cc: Ms. Jill Applebee, Village Administrator
Mr. Darin Fowler, Public Works Director
Re: Forsyth Pavement Striping Project

Honorable Mayor and Trustees,

Per the Village FY2024 budget, \$30,000 was included for the design and bidding on this project. Our proposal is for \$29,500. The scope will include establishing a striping plan for the entire 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. We recommend approval of the contract in order to proceed with the pavement striping project this year.

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



AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT DATA:

DATE OF AGREEMENT: 2/6/2024

JOB NUMBER: enter text

PROJECT NAME: Pavement Striping Design and Bid Services

LOCATION: Village of Forsyth

START DATE: February 6, 2024

ESTIMATED COMPLETION DATE: May 31, 2024

CLIENT: Village of Forsyth

CLIENT CONTACT: Jill Applebee

BILLING ADDRESS: 301 S Rt 51, Forsyth, IL

CLIENT PHONE NUMBER: +1 217 877 9445

BILLING EMAIL ADDRESS: japplebee@forsyth-il.gov

SCOPE OF SERVICES: See attached Memo.

FEE BASIS:

☐ Lump Sum Amount

☒ Estimated Cost (figured on time and material basis) \$29,500

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: _____

DATE: _____

BY: _____

TITLE: _____

CHASTAIN AND ASSOCIATES LLC

DATE: _____

BY: _____

TITLE: _____

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

AMENDMENTS

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

FEE BASIS (COMPENSATION FOR PROFESSIONAL SERVICES)

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

"Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work, including but not limited to the following: Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost. A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$200.00 per day. The use of a drone for aerial surveys or photography will be invoiced at \$50.00 per hour. Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 58.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day. A 10% administration fee will be added to all outside vendor expenses.

DEPOSITIONS AND EXPERT WITNESS

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

TIME OF PAYMENT

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

LATE PAYMENT

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

LIMITATION OF LIABILITY

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

AUTHORITY AND RESPONSIBILITY

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

DULY AUTHORIZED SIGNATORIES

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

TERMINATION

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

DELIVERABLES AND ELECTRONIC FILES

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

RECORD DOCUMENTS

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

REUSE OF DOCUMENTS

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

ESTIMATES OF COST

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

INFORMATION PROVIDED BY OTHERS

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

DISPUTE RESOLUTION

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

NEW BUSINESS

ITEM 5



MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Jeremy Buening, P.E., S.E.
Date: February 1, 2024
cc: Ms. Jill Applebee, Village Administrator
Mr. Darin Fowler, Public Works Director
Re: Forsyth Water Towers, Ground Storage Tank, and Aerator Maintenance

Honorable Mayor and Trustees,

Upon completion of the initial project scoping contract, Chastain has prepared a contract amendment to begin design work for maintenance on the two water towers, the ground storage tank, and the aerator for the consideration of the Board. This contract will take the maintenance recommendations obtained from the ROV inspections of these facilities and proceed with preparation of plans and specifications for IEPA permit reviews and bidding of the project.

Per the Village FY2024 budget, \$190,000 is included for the design, permitting, and IEPA loan application services on this project. An additional \$20,000 was anticipated to be spent in FY2023. We have prepared this amendment to add \$135,000 in design fees for a total contract amount of \$150,000 for your consideration. This contract uses a format that will allow these design services to be IEPA loan eligible if the Village wishes to include these costs in the loan. We recommend approval of the contract in order to proceed with design and be prepared to move into bidding if the Village is included in the IEPA intended funding list in July 2024.

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.

**AMENDMENT TO
AGREEMENT FOR ENGINEERING
DESIGN SERVICES
FOR THE
VILLAGE OF FORSYTH, IL**

**WATER TOWERS, GROUND STORAGE TANK & AERATOR STANDPIPE
MAINTENANCE SERVICES**

THIS FIRST AMENDED AGREEMENT, made and entered into this ____ day of _____, 2024, by and between the **VILLAGE OF FORSYTH, ILLINOIS**, hereinafter referred to as the “**VILLAGE**” and **CHASTAIN & ASSOCIATES LLC**, 5 N. Country Club Road, Decatur, Illinois 62521, hereinafter referred to as the “**ENGINEER**”, amends the Agreement for Engineering Services dated August 1, 2023, for professional engineering services in connection with the preparation of plans and specifications of the improvements hereinafter referred to as the “**PROJECT**”.

This **AMENDMENT** adds **Detailed Design Services** to the previously approved **PROJECT** scope of engineering work. Said **PROJECT** includes the engineering design and IEPA loan application. The scope of the proposed design and IEPA loan application includes maintenance repairs and repainting of the water towers, ground storage tank, and aerator standpipe.

Funding for this **PROJECT** is expected to be through Illinois EPA’s Public Water Supply Loan Program (PWSLP); however, the **VILLAGE** is responsible for the **ENGINEER**’s fees associated with this **PROJECT** at the time they are rendered. Reimbursement from the PWSLP to the **VILLAGE** for **ENGINEER**’s fees will be made when the project enters the construction phase, in accordance with the PWSLP guidelines. The scope of proposed **PROJECT** generally includes maintenance activities on the **VILLAGE** owned 400,000-gallon north water tower, 250,000-gallon south water tower, the 200,000-gallon ground storage tank, and the aerator standpipe. A detailed scope of the services to be performed by the **ENGINEER** is provided below. Other items may be reviewed for inclusion within the **PROJECT**, as determined by discussions with the **VILLAGE**.

THEREFORE, in consideration of these premises and of the mutual covenants herein set forth,

THE ENGINEER AGREES:

1. **Project Planning** ~~Provide Project Planning services of the proposed improvements, including the following:~~

Project Planning phase services are not included within this AGREEMENT. The Project Plan for this PROJECT was completed under Chastain Project No. 7635 and approved by the IEPA in March 2021.

- a. ~~Prepare the Project Plan as detailed in the EPA’s Public Water Supply Loan Program (PWSLP), items No. 1 through No. 17 of the Project Plan Submittal Checklist, WPC 756 6/2018.~~

- ~~b. Evaluate the costs and benefits of constructing various upgrades as described as the “**PROJECT**” above. Final determination of the recommended improvements will be made based on the engineering evaluation, siting requirements and **VILLAGE** input.~~
- ~~c. Evaluate the existing water distribution system to identify recommended improvements to remedy issues with undersized mains, dead end loops, and sections of existing mains prone to leaks and breaks. Prepare a recommendation of lines to be replaced based on financial benefit and input from the **VILLAGE**.~~
- ~~d. Meet with the **VILLAGE** to present preliminary recommendations and receive input from the **VILLAGE** regarding the Project Planning.~~

2. **Design** – Provide Initial Design services for the proposed improvements, including the following:

- a. Retain a qualified consultant to conduct detailed inspections of the four **VILLAGE** owned facilities included in the **PROJECT**. The inspection shall utilize a remote operated vehicle (ROV) to evaluate submerged features and interior and exterior evaluations of the facilities. Documentation of the inspections will consist of a final evaluation report and a cost estimate for all structure repairs and coating replacements. See Exhibit B, attached, for additional information regarding the scope of these services. Note: This work has been completed.
- b. Meet with **VILLAGE** staff to present Inspection Report recommendations and receive input from the **VILLAGE** regarding the maintenance activities to be included in the **PROJECT** scope. It is anticipated that the scope of maintenance work to be included is limited to the items recommended in the inspection reports from KLM Engineering dated October 2023.
- c. Project Time of Performance – To complete the initial design services within **180** calendar days from the receipt of a Notice to Proceed from the **VILLAGE**.
- ~~d. Make such detailed surveys as are necessary for the preparation of detailed construction plans for the project described in the final Project Plan report.~~
- e. Prepare construction drawings and specifications for permits and bidding the proposed maintenance repairs and repainting of the water towers, ground storage tank, and aerator standpipe as necessary. It is anticipated that the scope of maintenance work to be included is limited to the items recommended in the inspection reports from KLM Engineering dated October 2023. The addition of mixers to the two elevated water tanks is also included in the scope of work to be performed.
- ~~f. Identify any easements or ROW acquisition needed for construction of the proposed improvements, prepare easement plats where required. Easement negotiations with affected property owners or payments to property owners are not included in the **ENGINEER**’s scope of work.~~

- g. The work described above may be constructed in phases as may be required due to the type of construction, funding, timing or other factors. Detailed plans and specifications will be prepared for a single bid package with one construction contract for the work. Proposed phasing of work by the contractor during construction to be agreed upon with the village staff and described in the bid documents.
- h. Prepare an opinion of probable costs for the project construction based on the final plans and specifications.
- i. Furnish copies of the Contract Documents consisting of Construction Agreement Forms, General Conditions, Special Conditions, Detailed Construction Plans and Specifications for review by the **VILLAGE** and for submission to permitting authorities.
- j. Meet with the **VILLAGE** during the design process for review and input into the scope and proposed construction sequence.
- k. Incorporate the **VILLAGE**'s review comments into the final set of contract documents.
- l. Assist the **VILLAGE** with necessary permit applications to all governmental and other authorities having jurisdiction to approve portions of the Project such as, but not limited to, Illinois Environmental Protection Agency and the Village of Forsyth.

Construction phase services are not included within the AGREEMENT at this point in time. They will be added via amendment after the scope of construction has been determined and the PROJECT is authorized to go out for bids.

~~3. Construction Guidance~~ ~~Provide Construction Guidance Services during construction of the proposed improvements, including the following:~~

- ~~a. Consult with the **VILLAGE** and with the Contractor on interpretation of plans and specifications and regarding any changes under consideration as construction proceeds. Provide benchmark, control points and key structure locations for the Contractor at the construction sites.~~
- ~~b. Provide periodic job site inspection by the Project Manager, or his representatives, during the construction period.~~
- ~~c. Prepare and submit all payment estimates, change orders, records, and reports required by the **VILLAGE** and required to comply with the EPA's PWSLP.~~
- ~~d. Endeavor to safeguard the **VILLAGE** against defects and deficiencies on the part of the contractor, but the **ENGINEER** does not guarantee the performance of the contract by the Contractor.~~

- e. ~~Conduct final inspection of construction and prepare final papers and reports.~~
- f. ~~Revise contract drawings to show location and nature of improvement as actually constructed and supply record drawings of the completed project to the **VILLAGE**.~~
- g. ~~Inspect the Contractor's operations for compliance with the plans and specifications and the keeping of complete project records.~~
- h. ~~Review and check all shop and working drawings.~~
- i. ~~Review and check all reports by testing laboratories on equipment and material tested.~~
- j. ~~Provide bidding services including issuing bidding notices, printing of plans and specifications, addressing contractor inquiries regarding the **PROJECT**, bid opening and tabulation of bids and recommendation of award.~~
- k. ~~Project Time of Performance — To complete the engineering construction guidance services within ____ calendar days from the construction advertisement of the **PROJECT**, or within ____ days after **PROJECT** achieves substantial completion, whichever comes first.~~

4. **Construction Observation** ~~Provide Construction Observation Services during construction of the proposed improvements, including the following:~~

- a. ~~Provide review of the Contractor's work for compliance with plans and specifications. Such review shall include those services which are customarily referred to as detailed resident inspection services, provided that the **ENGINEER** shall not be responsible for the acts or omissions of any contractor(s), any subcontractor(s) or any of the contractor(s)' or subcontractor(s)' agents or employees or any other person (except his own employees and agents) at the project site or for the supervision, direction, control and work safety of any contractor(s) or for the construction means, methods, techniques, sequences, or procedures or for safety precautions or programs incidental to the work of contractor(s) or for any contractor(s)' failure to perform the construction work in accordance with contract documents.~~
- b. ~~Maintain a record or log of the contractor's activities throughout construction including notations on the nature and cost of any extra work.~~
- c. ~~Supervise all technical and other personnel assigned to the project.~~
- d. ~~Review and check all payment estimates, change orders, records and reports pertaining to the construction activities.~~
- e. ~~Project Time of Performance — To complete the engineering construction observation services within ____ calendar days from the Notice to Proceed of the~~

~~PROJECT, or at substantial completion of the PROJECT, whichever comes first.~~

5. Project Required Provisions

- a. The **ENGINEER** agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the Public Water Supply Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA the **ENGINEER** acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.
- b. The **ENGINEER** agrees to include paragraphs c. through e. of this clause in all his contracts and all tier subcontracts which are in excess of \$25,000 and directly related to project performance.
- c. The **ENGINEER** agrees to maintain books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this **AGREEMENT** consistent with generally accepted Accounting Principles. The Agency (IEPA) or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- d. The **ENGINEER** agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection c. above, to the Agency. The auditing agency will afford the **ENGINEER** an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- e. Records under subsection c. above shall be maintained and made available during performance on IEPA loan work under this **AGREEMENT** and until 3 years from date of final IEPA loan audit for the project. In addition, those records which relate to any dispute pursuant to the Loan Rules Section 365/662.650 (Disputes), or litigation, or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until 3 years after the date of resolution of such appeal, litigation, claim or exception.
- f. The **ENGINEER** warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the **VILLAGE** shall have the right to annul this **AGREEMENT** without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

- g. The **ENGINEER** certifies that to the best of its knowledge and belief that it and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property. (c) are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any type of offenses enumerated in paragraph (b) of this certification; and (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. The **ENGINEER** understands that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fines of up to \$10,000 or imprisonment for up to 5 years, or both.
- h. The **ENGINEER** shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The **ENGINEER** shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the **ENGINEER** to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

6. Insurance

The **ENGINEER** shall procure and maintain for the term of this Contract, at its expense, insurance of the type and in the minimum amounts stated below:

a	Workers' Compensation	Statutory
b.	Employer's Liability -	
	1) Each Accident	\$ 1,000,000
	2) Disease, Policy Limit	1,000,000
	3) Disease, Each Employee	1,000,000
c.	General Liability -	
	1) Each Occurrence	\$ 1,000,000
	2) Damage to Rented Premises	100,000
	3) Medical Expense	10,000
	4) Personal and Adv. Injury	1,000,000
	5) General Aggregate	2,000,000
	6) Products – Comp/OP Agg	2,000,000
d.	Excess or Umbrella Liability -	
	1) Each Occurrence	\$ 6,000,000
	2) General Aggregate	6,000,000
e.	Automobile Liability -	

- | | | |
|----|---|--------------|
| 1) | Combined Single Limit (Bodily Injury and Property Damage) Each Accident | 1,000,000 |
| f. | Professional Liability | \$ 1,000,000 |

The Village of Forsyth, Illinois, and its officers, employees and agents shall be listed on **ENGINEER's** policies of insurance as additional insureds.

THE VILLAGE AGREES,

1. Payment for all services listed under ~~Project Planning, Design, Construction Guidance, and Construction Observation~~ of section **"THE ENGINEER AGREES"** of this **AGREEMENT** shall be based on the actual time spent on the **PROJECT** by the classifications of employees. Exhibit A - Schedule of Charges effective January 1, 2024, shall be used for this project. The Schedule of Charges may be revised annually. Reimbursement of expenses and costs incurred specifically in fulfilling the terms of this **AGREEMENT** such as, but not limited to, outside professional services, stakes, blueprints, supplies, toll calls, transportation and subsistence shall be at the actual cost plus 10% administration fee. The estimated fees for the 2-Design phase under **"THE ENGINEER AGREES"** are \$150,000.00. Work under 3-Construction Guidance, and 4-Construction Observation of section **"THE ENGINEER AGREES"** may be added as determined by planning and agreement amendment.
2. The **ENGINEER** may submit monthly or periodic statements requesting payment. Such statements shall be based upon the amount and value of the services provided and expenses incurred by **ENGINEER** to the date of the statement and shall be supplemented or accompanied by such supporting data as may be required by the **VILLAGE**.

IT IS MUTUALLY AGREED,

1. It shall be the **ENGINEER's** responsibility, when total monies due the **ENGINEER** as reimbursement for actual costs approach a point near 50% of the reimbursable actual costs specified above, to review the work accomplished and make an estimate showing costs incurred and costs of services still required of the **ENGINEER** to complete his obligation. He shall do the same prior to when the costs incurred reach 90% of reimbursable actual costs. If any of these estimates exceed the upper limit of reimbursable actual costs, the **ENGINEER** shall immediately submit the estimate to the **VILLAGE**. The **VILLAGE** shall review the estimate and promptly direct the **ENGINEER** to:
 - a. Stop work at a logical point when monies due the **ENGINEER** are within the limit of reimbursable actual costs, or
 - b. Continue work under the terms of the **AGREEMENT** up to an adjusted limit of reimbursable actual costs as authorized in writing by the **VILLAGE**. The **ENGINEER** will make no claim for payment in excess of the original limit of reimbursable actual costs without having received such written authorization prior to incurring the excess costs.

2. The provisions of this Section and the various rates of compensation for **ENGINEER's** services provided for in this **AGREEMENT** have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT**. Time is of the essence and therefore the project shall be completed with due diligence to conform to the agreed upon completion timing. The **ENGINEER** shall not be responsible for any time delays in the **PROJECT** caused by circumstances beyond the **ENGINEER's** control.

3. The **VILLAGE** may at any time, by written order, make changes within the general scope of this **AGREEMENT** in the services or work to be performed. If such changes cause an increase or decrease in the **ENGINEER's** cost or time required to perform any services under this **AGREEMENT**, an equitable adjustment shall be made, and this **AGREEMENT** shall be modified in writing. The **ENGINEER** must assert any claim for adjustment under this clause in writing within 30 days from the date of receipt of the **ENGINEER** of the notification of change unless the **VILLAGE** grants additional time before the date of final payment. No services for which an additional compensation will be charged by the **ENGINEER** shall be furnished without the written authorization of the **VILLAGE**.

4. Services performed during the performance of the **AGREEMENT** made necessary by the following circumstances or events shall be considered as Additional Services:
 - a. 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 **VILLAGE** and **ENGINEER**.
 - b. Geotechnical exploration and/or reports.
 - c. Potholing and other methods of subsurface utility excavation to determine utility locations and depths.
 - d. Land, easements and rights-of-way acquisition assistance.
 - e. Services performed in connection with environmental & hazardous waste testing and remediation.
 - f. Payment for Additional Services shall be based on the actual time spent on the **PROJECT** by the classifications of employees. Exhibit A - Schedule of Charges effective January 1, 2024, shall be used for this **PROJECT**. Reimbursement of expenses and costs incurred specifically in fulfilling the additional services authorized by the terms of this **AGREEMENT** such as, but not limited to, outside professional services, blueprints, supplies, toll calls, transportation and subsistence shall be at the actual cost of the **ENGINEER**. It is agreed that the **VILLAGE** will not be obligated for additional services unless authorized in writing by the **VILLAGE**.

5. Services resulting from significant changes in general scope of the **PROJECT** including, but not limited to, changes in size, complexity, or **VILLAGE's** schedule; and revising previously accepted studies or reports, when such revisions are due to causes beyond **ENGINEER's** control shall be considered as a Change in Scope.

6. The obligation to provide further services under this **AGREEMENT** may be terminated by either party upon 7 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7. In recognition of the relative risks and benefits of the Project to both the **VILLAGE** and the **ENGINEER**, the risks have been allocated such that the **VILLAGE** agrees, the fullest extent permitted by law, to limit the liability of the **ENGINEER** to the **VILLAGE** for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and cost and expert-witness fees and costs, so that the total aggregate liability of the **ENGINEER** to the **VILLAGE** shall not exceed \$50,000, or the **ENGINEER**'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.

THE VILLAGE AND THE ENGINEER each bind themselves, their partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **VILLAGE** nor the **ENGINEER** shall assign, sublet or transfer any part of their interest in this **AGREEMENT** without the written consent of the other party hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this ____ day of _____, 2024.

VILLAGE OF FORSYTH, IL:

CHASTAIN & ASSOCIATES LLC:

By: _____
 Jim Peck
 Mayor

By: _____
 Jeremy Buening, P.E., S.E.
 Principal

ATTEST:

ATTEST:

By: _____
 Cheryl Marty
 Village Clerk

By: _____
 Thomas Mathews, P.E.
 Project Manager

EXHIBIT A



2024 SCHEDULE OF RATES

<u>Classification</u>	<u>Per Hour Rate Net</u>	
Engineers	From	To
Project Principal	\$256.00 -	\$256.00
Professional V	\$256.00 -	\$265.60
Professional IV	\$192.00 -	\$217.60
Professional III	\$172.80 -	\$189.60
Professional II	\$134.40 -	\$166.40
Professional I	\$99.20 -	\$128.00
Surveyors		
Chief of Survey	\$187.20 -	\$187.20
Surveyor II	\$128.00 -	\$128.00
Surveyor I	\$112.00 -	\$112.00
Technical		
Technician V	\$177.60 -	\$177.60
Technician IV	\$152.00 -	\$153.60
Technician III	\$122.40 -	\$122.40
Technician II	\$86.40 -	\$121.60
Technician I	\$69.60 -	\$83.20
Office Services and Records		
Administrative	\$68.00 -	\$142.40

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

Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost. A 10% administration fee may be charged on outside expenses.

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

Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at .67 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

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

Cost-of-living adjustments will be made to the schedule of rates on January 1st of each year.

Updated 1/1/24