

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, ILLINOIS
6:30 P.M.
TUESDAY, JUNE 6, 2023
VILLAGE HALL, 301 SOUTH ROUTE 51, FORSYTH, ILLINOIS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF MAY 16, 2023
2. APPROVAL OF MINUTES OF THE SPECIAL MEETING OF MAY 30, 2023
3. APPROVAL OF WARRANTS

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

ADMINISTRATION REPORTS

1. LAW ENFORCEMENT REPORT
2. VILLAGE STAFF REPORTS

OLD BUSINESS

1. RESOLUTION NUMBER 6-2023 A RESOLUTION APPROVING AN AGREEMENT WITH STATE OF ILLINOIS FOR IMPROVEMENTS TO U.S. 51 (CHASTAIN AND ASSOCIATES JEREMY BUENING)
2. RESOLUTION NUMBER 7-2023 EXHIBIT A FUNDING RESOLUTION (CHASTAIN AND ASSOCIATES JEREMY BUENING)
3. DISCUSSION AND POTENTIAL ACTION REGARDING HARRISON MANAGEMENT GROUP (ADMINISTRATOR JILL APPLEBEE)

NEW BUSINESS

1. RESOLUTION NUMBER 8-2023 A RESOLUTION APPROVING WATER TREATMENT PLANT MAINTENANCE CONTRACT (CHASTAIN AND ASSOCIATES JEREMY BUENING)
2. DISCUSSION AND POTENTIAL ACTION REGARDING LAMAR (ADMINISTRATOR JILL APPLEBEE AND MIKE BAIETTO, LAMAR REPRESENTATIVE)

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

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

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

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

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSION

ADJOURNMENT

Join Zoom Meeting

<https://us06web.zoom.us/j/86193378720>

Meeting ID: 861 9337 8720

One tap mobile

+13092053325,,86193378720# US

+13126266799,,86193378720# US (Chicago)

Dial by your location

+1 309 205 3325 US

CONSENT AGENDA

ITEM 1

**MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF FORSYTH, ILLINOIS,
HELD AT 6:30 P.M. ON TUESDAY, MAY 16, 2023
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 Lauren Young, Trustee Jeremy Shaw, Trustee Jeff London, Trustee Bob Gruenewald, Trustee Dave Wendt, Trustee Marilyn Johnson

Staff Present:

Village Administrator Jill Applebee, Village Clerk Cheryl Marty, Village Treasurer Rhonda Stewart, Public Works Director Darin Fowler, Library Director Steven Ward, Village Attorney Lisa Petrilli, Village Engineer Jeremy Buening

Others Present: Auditor Luke Sparks

CONSENT AGENDA

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

MOTION

Trustee Johnson made a Motion to approve the Consent Agenda as presented and Trustee Gruenewald seconded the Motion.

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

Yeas: 6 – Young, Shaw, London, Gruenewald, Johnson, Wendt
Nays: 0 – None
Absent: 0 – None

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
No report.

2. Village Staff Reports

Mayor Peck asked Village Attorney Petrilli about the Phillips pipeline status, and she said it is still moving forward. He also said the First Friday event was absolutely wonderful and has received many positive comments. He said the flags look good on Route 51. When asked how close to bid we are on the Sports and Nature Park, Village Engineer Buening said he is meeting on Thursday with Administrator Applebee to set a date. Route 51 will be out for bid in September. He also gave an update on IDOT projects and a short discussion ensued.

Trustee London noted that Rise Broadband fiber network installation has started but asked if permits are not required, which Public Works Director Fowler confirmed is correct. Trustee London asked if the Village clean-up day's effectiveness can be measured. In general discussion all agreed they thought it was light this year but would be difficult to measure. All agreed the junkers were out early and picking up items before staff started pick up.

OLD BUSINESS

1. DISCUSSION AND POTENTIAL ACTION REGARDING SOUTH WATER TOWER LINE LEAK (PUBLIC WORKS DIRECTOR DARIN FOWLER)

Public Works Fowler gave a brief description of when it was discovered, how the leak occurred and what was needed for the repair. Per Administrator Applebee all Trustees previously agreed on the recommended solution through a Board email discussion so only a short discussion followed.

MOTION

Trustee Wendt made a Motion to approve the Inserta-Valve solution at a cost of \$13,495 as presented and Trustee Gruenewald seconded the Motion.

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

Yeas: 6 – Young, Shaw, London, Gruenewald, Johnson, Wendt
Nays: 0 – None
Absent: 0 – None

Motion declared carried.

2. DISCUSSION AND POTENTIAL ACTION REGARDING MAROA/FORSYTH SCHOOL SIGN (ADMINISTRATOR JILL APPLEBEE)

Administrator Applebee was notified that the bid was received for the proposed school sign. Discussion included the three (3) pictures and the corresponding quotes. The proposal is to split costs equally between the Village of Forsyth, City of Maroa, Maroa/Forsyth School Foundation and Maroa/Forsyth High School. Trustee Shaw shared his latest knowledge on the topic. Discussion followed. Trustee Wendt likes and approves of the project but is concerned that other schools may come to us with the same type of request and the unknown impact on the budget. Trustee Gruenewald had the same concerns as Trustee Wendt. Trustee London is all for the sign and thinks it would look fantastic but the school district and the Village are two separate entities so he has concerns about the financial aspect and concerns residents may have about how the Village money is spent on a non-Village item, to which Trustee Johnson agreed.

MOTION

Trustee Shaw made a Motion to contribute up to \$12,000 in support of adding a 20' x 20' sign to the middle school in Maroa as presented and Trustee Young seconded the Motion.

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

Yeas: 4 – Peck, Young, Shaw, Wendt
Nays: 3 – Gruenewald, London, Johnson
Absent: 0 – None

Motion declared carried.

NEW BUSINESS

1. PRESENTATION OF AUDIT REPORT FOR FISCAL YEAR 2022 KEMPER CPA GROUP, LLP (VILLAGE TREASURER RHONDA STEWART)

Village Treasurer Stewart said an RFP for future auditing services was mailed out to several auditing firms with a return deadline of June 23, 2023. Staff will review the

Village of Forsyth
Board Meeting Minutes
May 16, 2023

responses and then bring back a recommendation to the Board. This for 2023, 2024 and 2025 audit services. Kemper CPA Group has been providing this service for the Village for nine (9) years.

Auditor Luke Sparks said the audit was clean and very straight forward. He was very pleased to report that the internal controls had no deficiencies. He discussed strong assets and minimal liabilities which creates a very strong balance sheet. He then discussed the income statement details and noted that the Village spends less than what it takes in which is very good. A brief discussion ensued.

No Motion needed.

2. DISCUSSION AND POTENTIAL ACTION REGARDING COZIAHR SPECIAL EVENT APPLICATION (ADMINISTRATOR JILL APPLEBEE)

Administrator Applebee shared the request details for the special event of Iron and Ink on June 17, 2023. Selling of beer will be through Door 4 whose liquor license will be used. During the discussion it was noted that there were several omissions and errors on the application which prompted several questions from the Board. Ultimately Board members had no issues with the event itself, but Administrator Applebee will ask Coziahr to revise the application and resubmit it for discussion at the next regularly scheduled Board meeting.

No motion needed.

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

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

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

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

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

MOTION

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

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

Yeas: 6 – Young, Shaw, London, Gruenewald, Johnson, Wendt
Nays: 0 – None
Absent: 0 – None

Motion declared carried.

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSION

MOTION

Trustee Young made a Motion to move to approve the closed minutes of May 2, 2023 and Trustee London seconded the Motion.

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

Yeas: 6 – Young, Shaw, London, Gruenewald, Johnson, Wendt
Nays: 0 – None
Absent: 0 – None

Motion declared carried.

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 8:15 P.M.

By: *Cheryl Marty*
Village Clerk

CONSENT AGENDA

ITEM 2

**MINUTES OF A SPECIAL MEETING OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF FORSYTH, ILLINOIS,
HELD AT 5:30 P.M. ON MONDAY, MAY 30, 2023
AT FORSYTH VILLAGE HALL**

CALL TO ORDER

Mayor Jim Peck called the meeting to order at 5:30 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Absent: none

Staff Present:

Village Administrator Jill Applebee, Village Clerk Cheryl Marty, Public Works Director Darin Fowler, Library Director Steven Ward

Others Present: none

NEW BUSINESS

1. STRATEGIC PLAN DISCUSSION (ADMINISTRATOR JILL APPLEBEE)

Administrator Applebee introduced the discussion and noted the revisions that have been implemented to date. She went on to explain the additional handouts to the Trustees. Mayor Peck then outlined his personal thoughts and overall timeline for the Sports and Nature Park and then invited each Trustee to share their thoughts and visions on that topic. Points of discussion included a family-oriented park versus a sports park, a higher end design on the splash pad along with a pool, a more forested area right along Highway 20, a tournament quality pickleball facility and Village baseball diamonds.

The discussion then moved on to tabling the community center concept until Crawford's final intentions are clear. Next topics discussed centered on purchasing additional land and the Village's current ball diamonds.

Administrator Applebee then said the next step is to gather tonight's input and align corresponding dollars to implement into the overall plan for future discussion.

2. P.U.D. FOR STARBUCKS DEVELOPMENT (ADMINISTRATOR JILL APPLEBEE)

Administrator Applebee explained the P.U.D. and the three-step process and said the

Planning and Zoning Commission unanimously voted to recommend approval. Discussion ensued on several aspects of the details.

Next was a short discussion regarding Ordinance Number 2023-15 Approving Preliminary Plan for Planned Unit Development and Minor Subdivision at 994 US Route 51.

MOTION

Trustee Gruenewald made a Motion to approve Ordinance 2023-15 as presented and Trustee Shaw seconded the Motion.

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

Yeas: 6 – Young, Shaw, London, Gruenewald, Johnson, Wendt
Nays: 0 – None
Absent: 0 – None

Motion declared carried.

ADJOURNMENT

Trustee Wendt made the Motion to adjourn and Trustee Shaw seconded the Motion. All Board members agreed by voice vote, and the meeting was adjourned at 7:00 P.M.

By: Cheryl Marty
Village Clerk

CONSENT AGENDA

ITEM 3

DATE: 06/06/23

Tuesday June 06,2023

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
01 AMEREN ILLINOIS			7055.59	
060223	01-11-571	APR '23 ELECTRIC SERVICES		220.56
060223	01-41-571	APR '23 ELECTRIC SERVICES		133.76
060223	01-41-572	APR '23 ELECTRIC SERVICES		4108.63
060223	01-41-579	APR '23 ELECTRIC SERVICES		460.48
060223	01-52-571	APR '23 ELECTRIC SERVICES		1125.35
060223	01-53-571	APR '23 ELECTRIC SERVICES		326.93
060223	51-00-571	APR '23 ELECTRIC SERVICES		248.24
060223	52-00-571	APR '23 ELECTRIC SERVICES		431.64
01 JEFFERY ANDERSON 5807	01-52-617	GROUND MAINT SUPPLIES	417.50	417.50
01 BRIAN HICKEY 060223	01-10-914	SECURITY 6-15 FORSYTH FEST	320.00	320.00
01 BLACKSTONE AUDIO, INC 2102997	01-53-681	AUDIO VISUAL	95.89	95.89
01 BLUEROCK EVENT SOLUTIONS LLC 5ECDFDEC6-1	01-10-917	ADD TENTS CHAIRS TABLES TO 6-2 FIRS	765.00	765.00
01 BENEFIT PLANNING CONSULTANTS, 060223	01-11-549	G. HOFFMAN HRA DEDUCTION	1000.00	1000.00
01 JAMES BRUMMITT 060223	01-11-547	333 MARION ELECTRICAL INSPECTIONS	90.00	90.00
01 BURDICK PLUMBING & HEATING CO, 5953	51-00-512	SOUTH TOWER INSTRUMENT LINE	648.00	648.00
01 CDS OFFICE TECHNOLOGIES INV1534082	01-11-535	CAMERA SYSTEM FOR DEPUTY CAR	7600.00	7600.00
01 CONSTELLATION NEWENERGY INC. 65408993101	01-41-572	ELECTRIC SERVICE FOR MAY '23	5190.72	95.19
65408995001	01-41-572	ELECTRIC SERVICE FOR MAY '23		5095.53
01 CONSTELLATION NEWENERGY 3748591	01-11-571	APR '23 GAS UTILITIES	916.35	94.62
3748591	01-41-571	APR '23 GAS UTILITIES		195.96
3748591	01-53-571	APR '23 GAS UTILITIES		219.57
3748591	51-00-571	APR '23 GAS UTILITIES		406.20
01 AHW LLC CLINTON 11584837	01-52-652	OP SUPPLY-CHAINS	255.46	255.46
01 DUSTIN BROWN 060223	01-10-914	SECURITY 6-16 FORSYTH FEST	320.00	320.00
01 DECATUR COMPUTERS INC DCI48155	01-11-537	IT SERVICE-DATA BACKUP WINDOWS REIN	1067.00	410.00
DCI48198	01-11-537	IT SERVICE		297.00
DCI48255	01-11-537	IT SERVICE		30.00
DCI48308	01-11-537	MONTHLY OFFICE 365 SUBSCRIPTIONS		330.00
01 ECONOMIC DEVELOPMENT CORPORATI 1513	01-10-918-1	ANNUAL CONTRIBUTION 23-24	10000.00	10000.00
01 ESTECH SYSTEMS INC. 70676	01-11-552	JUNE '23 VH PHONE SERVICES	259.53	259.53

DATE: 06/06/23

Tuesday June 06,2023

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 CENGAGE LEARNING INC/GALE			95.98	
81203786	01-53-671	BOOKS		48.73
81251140	01-53-671	BOOKS		47.25
01 HACH COMPANY			3234.98	
13589161	51-00-549	SEMI ANNUAL MAINT LAB EQUIP		3234.98
01 HOBBY LOBBY STORES, INC.			14.28	
060223	01-53-913	PROGRAMMING		14.28
01 ILLINOIS ENVIRONMENTAL PROTECT			10.00	
060223	51-00-560	D. FOWLER WATER CERTIFICATION		10.00
01 ILLINOIS METER INC.			448.30	
3036459-00	01-41-652	OP SUPPLY		448.30
01 JASON KOLLUM			375.00	
060223	01-53-913	SUMMER PROGRAM		375.00
01 JENNIFER A. STOUT			225.00	
060223	01-53-913	6-29 SUMMER PROGRAM		75.00
060223-1	01-53-913	7-13 SUMMER PROGRAM		75.00
060223-2	01-53-913	6-17 SUMMER PROGRAM		75.00
01 KEEPING IT GREEN LAWN IRRIGATI			115.00	
26675	01-52-517	REPLACE ROTOR HEAD DIAMOND #4		115.00
01 KONA ICE OF DECATUR			450.00	
060223	01-53-913	SUMMER PROGRAM		450.00
01 LORI MCCOY			200.00	
234	01-10-917	FIRST FRIDAYS SHIRTS		200.00
01 LOWE'S COMPANIES, INC.			14.01	
060223	01-41-653	SMALL TOOLS		14.01
01 MACON COUNTY COLLECTOR			3360.40	
060223	01-11-549	PROP TAX ON 455 S RTE 51		3360.40
01 MENARDS			847.12	
060223	51-00-471	UNIFORMS		35.95
060223	01-52-611	BLDG MAINT SUPPLIES		60.36
060223	01-41-652	OP SUPPLIES		166.83
060223	01-41-653	SMALL TOOLS		5.98
060223	01-41-617	GROUND MAINT SUPPLIES		110.43
060223	01-52-655	FUEL		47.40
060223	01-41-617	GROUND MAINT SUPPLIES		95.94
060223	01-52-652	OP SUPPLIES		63.72
060223	01-52-612	EQUIP MAINT SUPPLIES		8.99
060223	01-52-653	SMALL TOOLS		129.94
060223	01-41-613	VEHICLE MAINT SUPPLIES		7.45
060223	01-52-617	GROUND MAINT SUPPLIES		105.14
060223	51-00-612	EQUIP MAINT SUPPLIES		8.99
01 MISSISSIPPI LIME COMPANY			14026.65	
1670312	51-00-656	CHEMICALS-LIME		5491.05
1671504	51-00-656	CHEMICALS-LIME		4047.01
1672654	51-00-656	CHEMICALS-LIME		4488.59
01 MORGAN DISTRIBUTING, INC.			1792.01	

DATE: 06/06/23

Tuesday June 06,2023

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
452783	01-52-655	FUEL		1049.17
452833	01-41-655	FUEL		742.84
01 NEXT OF KILN 060223	01-53-913	SUMMER PROGRAM	300.00	300.00
01 NUTRIEN AG SOLUTIONS, INC 51260934	01-52-617	GROUND MAINT SUPPLIES	825.00	825.00
01 PETTY CASH 060223	01-10-914	PETTY CASH FAMILY FEST RACE/BEER TE	2700.00	2700.00
01 PRECIOUS LITTLE PRINCESS PARTI 060223	01-10-914	CHARACTERS BAL FOR FAMILY FEST	207.50	207.50
01 PYROTECNICO FIREWORKS, INC 060223	01-10-914	FIREWORKS BAL FOR FAMILY FEST	5500.00	5500.00
01 RICK BRAMMER 060223	01-53-913	SUMMER PROGRAM	900.00	900.00
01 MATTHEW T. REYNOLDS 060223	01-10-914	SECURITY 6-17 FORSYTH FEST	320.00	320.00
01 SAFETY SYSTEMS LLC 1021	01-41-652	VEHICLE FIRST AID KITS	3695.87	3695.87
01 SAM'S CLUB/GECF 060223	01-10-917	CUPS FOR FIRST FRIDAYS	23.16	23.16
01 AT & T 060223	52-00-552	783 STEVENS CRK PHONE LINE	269.85	85.50
060223	52-00-552	101 HUNDLEY PHONE LINE		85.50
060223	52-00-552	440 HUNDLEY PHONE LINE		85.50
060223	52-00-552	815 W FORSYTH PKWY PHONE LINE		13.35
01 SCHULTE SUPPLY S1200009.001	51-00-652	WATER/SEWER MAIN LOCATING PAINT	14153.52	389.52
S1200189.002	51-00-549	VALVE INSTALL AT SOUTH WATER TOWER		13495.00
S1200263.001	01-41-652	OP SUPPLY-WHITE MARKING FLAGS		269.00
01 SORLING, NORTHRUP, HANNA, CULL 214333	01-11-533	APR '23 LEGAL SERVICE-WESTERMAN	5652.35	1114.85
214518	01-11-533	APR '23 LEGAL SERV-CORPORATE		4537.50
01 NICHOLS PAPER & SUPPLY CO 7300847-00	01-52-654	JANITORIAL SUPPLIES	227.69	193.00
7300847-01	01-41-654	JANITORIAL SUPPLIES		34.69
01 STAPLES CREDIT PLAN 060223	01-11-651	OFFICE SUPPLIES	33.43	33.43
01 STOLLEY TERMITE & PEST CONTROL 060223	01-53-511	MONTHLY BUG SPRAY SERVICE	165.00	65.00
060223-1	01-52-511	SPRAY FOR CARPENTER BEES AT VETERAN		100.00
01 THIRD MILLENNIUM ASSOCIATES, I 29224	51-00-549-1	W/S BILLING SERVICES FOR JUNE '23	425.91	212.95
29224	52-00-549-1	W/S BILLING SERVICES FOR JUNE '23		212.96
01 DECATUR TRIBUNE 060223	01-11-553	2022 ANNUAL TREASURERS REPORT PUBLI	288.75	288.75
01 US POSTAL SERVICE (CAPS) 060223	51-00-549-1	W/S BILLING POSTAGE JUNE '23	655.97	327.99

SYS DATE:06/01/23

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 994SYS TIME:15:33
[NW1]

DATE: 06/06/23

Tuesday June 06,2023

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
060223	52-00-549-1	W/S BILLING POSTAGE JUNE '23		327.98
01 VILL OF FORSYTH 060223	01-11-571	W/S SERVICE FOR MAY '23	150.00	150.00
01 WAL-MART 060223	01-53-654	JANITORIAL SUPPLIES	96.73	17.66
060223	01-53-651	OFFICE SUPPLIES		11.61
060223	01-53-913	PROGRAMMING		67.46
01 WATER SOLUTIONS UNLIMITED, INC 113136	51-00-656	CHEMICALS	1751.50	1751.50
01 WATTS COPY SYSTEM 34127760	01-53-512	LIB COPIER RENTAL FOR MAY '23	191.77	191.77
01 WILD TIME EXOTICS 071123	01-53-913	SUMMER PROGRAM	415.00	415.00
** TOTAL CHECKS TO BE ISSUED			100158.77	

SYS DATE:06/01/23

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 994
Tuesday June 06,2023

SYS TIME:15:33
[NW1]

DATE: 06/06/23

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
GENERAL FUND			64120.37	
WATER OPERATIONS			34795.97	
SEWER OPERATIONS			1242.43	
*** GRAND TOTAL ***			100158.77	
TOTAL FOR REGULAR CHECKS:			86,132.12	
TOTAL FOR DIRECT PAY VENDORS:			14,026.65	

ADMINISTRATION REPORTS

ENGINEER'S REPORT

Forsyth; June 6, 2023 Board Meeting

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

Project 6928 – Maroa-Forsyth Grade School Bike Path

The environmental subconsultant has completed material testing and will wrap up the Preliminary Site Investigation report soon.

Project 7982 – Forsyth Park LWCF Grant Compliance

We have met with Village staff to establish a schedule for bidding this work out. The plan is to open bids in late August or early September in order to award the project before the end of September.

Project 8000 – Well No. 7

Work at the well 7 site continues. The raw water main installation is close to complete.

Project 8498 – Advisory Services

Grayhawk Pavement Repairs: We will be meeting with Village staff in the next few weeks to discuss and review repairs in the subdivision in order to proceed with the project.

Veterans Pond Outfall Repairs: We have met with Public Works Director Fowler to discuss this project and will be proceeding shortly.

Eastside Bike Path Maintenance: We have met with Dunn Company and are working on a recommendation for Public Works Director Fowler on how to proceed with this project.

US Route 51 Improvements: IDOT has provided an agreement for sharing costs and the funding resolution for this project. This will be presented to the Board for consideration at this meeting.

Project 8594 – Moon St Sidewalk Improvements

We are working on fitting this project into our survey schedule.

Project 8595 – Barnett Ave Reconstruction

We are working on fitting this project into our survey schedule.



Library Director's Report

June 6, 2023

- The library's annual book sale was a success, with a total of \$799.53 in donations received from our patrons. We really appreciate our community's support!
- We received an award letter for the FY23 Public Library Per Capita grant from the Illinois Secretary of State's Office. The total amount of this year's grant is \$5,507.65, and we should receive the money soon. This money helps supplement what we spend on library materials each year.
- With school out, the library has seen a large increase in patronage, and we are excited to see so many residents using the library each day. With the Summer Reading Program around the corner, we are about to get a lot busier.
- Registration for FPL's Summer Reading Program begins on Monday, June 5th. As mentioned previously, we have an amazing program planned this year, with many fun family events and great reading incentive prizes for people of all ages. It all begins with our kick-off event with Absolute Science and their mega foam blaster and bubble stations on Saturday, June 10th from 10:00 a.m. – 12:00 p.m. As a part of this event, we will also be offering crafts and a frozen treat for each participant, while supplies last.
- Planting of the Larry Reed Memorial Youth Garden will take place on Tuesday, June 6th at 10:00 a.m., with help from the Decatur Garden Club and some youth volunteers. Thank you to the Public Works crew for their hard work in helping us get the garden ready for planting.
- I had a productive area director's meeting at the Vespasian Warner Public Library in Clinton on Tuesday, May 30th. These quarterly meetings are a great opportunity for networking and idea sharing.
- Chair Yoga at the Library with Annette Gilson continues to be a well-received adult program. We had a total of thirteen participants at the Wednesday, May 31st class, including three new people.
- Local history work continues at the library, with archival processes related to digitization and preservation slowly ramping up. Increasing public access to local history items is one of the many goals, and we are hopeful that we will be able to make more items available soon.

Steven Ward
June 1, 2023

Public Works Report 6-1-23

Parks:

- *Forsyth Youth League and Travel game preps.
- *Weed control around all parks.
- *Continued with mowing the parks.
- *Continued with pavilion maintenance and cleaning.
- *Worked on Forsyth Farmer's Market preps.
- *Always working on trash / limb pickup. Dead tree removal.
- *Planted flowers at the park and Library. Need to finish park, pocket parks, and youth garden.

On our Park to do list is:

- *Keep working on weed control.
- *Will need to apply fertilizer on ball fields, soccer fields, Village Hall and the Library.
- *Plant trees if weather cooperates (drought).

Village:

- *We maintained the Village Hall, the Library, and other property / easements throughout the Village.
- *We worked on permit locates, ordinances, inspections, and concerns.
- *Limb program is in progress.
- *Mowed around County Highway 20, Grayhawk trail, FFSNP, etc...

On our Village to do list is:

- *We have ~3 storm drains at Stevens Creek that are sinking, we will repair them once a few things slow down.
- *Plant trees if weather cooperates (drought).

Water Treatment Plant / Sewer:

- *Continued with meeting monthly / annual IEPA sampling and analysis requirements.
- *Repaired Polymer pump and foot valve, potassium permanganate injector.

On our Water / Sewer to do list is:

- *Complete monthly IEPA sampling and other required sampling.

Thanks, Darin



OLD BUSINESS

ITEM 1



MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Matthew B. Foster, PE, PLS
Date: June 1, 2023
cc: Jill Applebee, Village Administrator
Darin Fowler, Director of Public Works
Jeremy Buening, Chastain & Associates LLC
Stephanie Brown, Chastain & Associates LLC
Lisa Petrilli, Sorling Northrup
Re: US Rt. 51 Agreement Review

Honorable Mayor and Trustees,

As requested, IDOT has provided a revised agreement for sharing specific costs for the improvements to US Rt. 51 through Forsyth. With the modifications to the plans discussed previously, IDOT is estimating the Village's share of the project to be \$286,400. There is a table on page three of the agreement that breaks down the cost for each item of work they expect Village participation in. This cost is only an estimate at this point and will need to be finalized once bids are received. IDOT has prepared a funding resolution for this amount for approval by the Board.

Please note, IDOT has now stated they will provide an 80% match with Federal funds for the replacement of the median on the west leg of Barnett Ave and has subsequently included it in the Agreement. Prior discussions with the Board have indicated a desire to include the median in the Village's Barnett reconstruction project. We recommend discussing the pro's and con's of either option and make a determination on if this is to be struck out of the Agreement or proceed as written. IDOT also informed us there would be complications with extending the pavement striping down sideroads past the limits of the work they are doing. They mentioned the Village could work directly with the pavement marking subcontractor when they are in town to get this work done. This was also discussed at the previous Board meeting, but is mentioned again as a reminder.

Recommended Actions Tonight:

- Approve the Agreement for sharing certain costs with IDOT associated with the US Rt. 51 Improvement project with or without the Barnett Median line item.
- Approve the Funding Resolution for \$286,400 shown as Exhibit A to the Agreement.
- Authorize Mayor Peck to sign Exhibit E "Final Plan Approval" once IDOT has provided a set of plans that meets the satisfaction of Village staff.

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

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

RESOLUTION NUMBER 6-2023

A RESOLUTION APPROVING AN AGREEMENT WITH STATE OF ILLINOIS FOR IMPROVEMENTS TO U.S. 51

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 STATE OF ILLINOIS by and through the DEPARTMENT OF TRANSPORTATION (“State”) desires to improve certain approximately 1.9 miles of U.S. 51; and

WHEREAS, the Village desires to make certain additional improvements to U.S. 51; and,

WHEREAS, the Village and the State desire to enter into an agreement for the improvements to U.S. 51 and the funding of the improvements to U.S. 51 as set forth in detail in the Agreement attached hereto as **Exhibit A**; and,

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

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

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

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

necessary accompanying documents to satisfy the terms therein, including but not limited to Exhibit E to the Agreement.

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

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

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

SO RESOLVED this _____ day of June, 2023, 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
Agreement with the State of Illinois

FAP 322 (U.S. 51)
Section: 50(R-1,R-2)RS-2,N-1
VILLAGE Section: 23-00011-00-TL
Macon County
Job No.: C-97-022-18
Agreement No.: JN 723 005
Contract No.: 74828

AGREEMENT

This agreement entered into this ____ day of _____, A.D., 2023, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the VILLAGE OF FORSYTH, in the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving approximately 10,188 feet (1.9 miles) of FAP 322 (U.S. 51), State Section 50(R-1,R-2)RS-2,N-1, VILLAGE Section 23-00011-00-TL from Interstate 72 north to 0.1 miles north of Forsyth Road through Forsyth, by milling and resurfacing, patching, repairing curb, gutter and medians, constructing Americans with Disabilities Act (ADA) compliant curb ramps, modernizing existing traffic signal systems, improving turning movements at Barnett Avenue and by performing all other work necessary to complete the section in accordance with the approved plans and specifications; and

WHEREAS, the improvements to FAP 322 (U.S. 51) shall consist of:

1. INTERSTATE 72 NORTH TO 1600 FEET SOUTH OF BARNETT AVENUE: This portion of the project is not within the VILLAGE limits of Forsyth and are not discussed in this agreement.
2. 1600 FEET SOUTH OF BARNETT AVENUE THROUGH FORSYTH ROAD IN FORSYTH: Patch, mill and overlay the existing variable pavement width, providing for four 12-foot wide through traffic lanes, two in each direction, as well as 12-foot wide and variable left and right turn lanes and 10-foot wide asphalt shoulders; replace the existing combination concrete curb and gutter adjacent to said lanes as well as concrete medians; improve geometry and extend eastbound right turn lane at Barnett Avenue; resurface existing side street approaches at

Barnett Avenue, Highland Drive, Lucile Street, Marion Street, Weaver Street, Magnolia Drive, Menards Drive, Cox Street, Fitch Street, Ruehl Avenue, Forsyth Parkway and Grant Street; improve curb ramps crossing Bloomington Road (U.S. 51) at Barnett Avenue, Marion Avenue, Weaver Road, Cox Street and Ruehl Street to comply with the Americans with Disabilities Act (ADA); update existing traffic signals at the intersections of Bloomington Road (U.S. 51) with Barnett Avenue, Marion Avenue, Weaver Road and Cox Street to comply with the Americans with Disabilities Act (ADA).

and all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to VILLAGE residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The STATE agrees to pay for all right-of-way, construction and engineering costs, subject to reimbursement by the VILLAGE as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

Type of Work	FEDERAL		STATE		VILLAGE		Total
	Cost	%	Cost	%	Cost	%	
All construction costs excluding the following:	\$6,920,000	80	\$1,730,000	20	\$ 0	0	\$8,650,000
Resurface Side Street Approaches	\$156,000	80	\$ 0	0	\$39,000	20	\$195,000
Traffic Signals at Barnett Ave.	\$160,000	80	\$20,000	10	\$20,000	10	\$200,000
Traffic Signals at Marion Ave.	\$20,000	80	\$2,500	10	\$2,500	10	\$25,000
Traffic Signals at Weaver Rd.	\$12,000	80	\$1,500	10	\$1,500	10	\$15,000
Traffic Signals at Cox St.	\$16,000	80	\$ 0	0	\$4,000	20	\$20,000
Barnett Ave. Median Replacement (Includes Color/Stamp Median Island Surface)	\$40,000	80	\$ 0	0	\$10,000	20	\$50,000
Color/Stamp Median Island Surfaces	\$688,000	80	\$172,000	20	\$172,000*	-	\$1,032,000
<i>Subtotal</i>	<i>\$8,012,000</i>		<i>\$1,926,000</i>		<i>\$249,000</i>		<i>\$10,187,000</i>
P&C Engineering (15%)	\$1,201,800		\$288,900		\$37,400		\$1,528,100
Total	\$9,213,800		\$2,214,900		\$286,400		\$11,715,100

**Indicates the portion of the concrete median surface cost pertaining to coloring and texture.*

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities by the contract unit prices plus 15% for construction and preliminary engineering. Participation toward traffic signals shown above shall not exceed \$25,000 which represents 125% of their estimated construction and engineering cost.

- The VILLAGE shall pass a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which shall be attached hereto as "Exhibit A" and made a part hereof.

The VILLAGE further agrees that upon award of the contract for this improvement, the VILLAGE OF FORSYTH will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS from any funds allotted to the VILLAGE, an amount equal to 50% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA projects) in a lump sum, upon completion of the project based upon final costs.

The VILLAGE further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in "Exhibit A" proves to be insufficient, to cover said cost.

5. The VILLAGE has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be prohibited within the limits of this improvement, a copy of which is attached hereto as "Exhibit B", and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.
6. The VILLAGE has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as "Exhibit C".
7. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the VILLAGE and the STATE.

The VILLAGE has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting, in the future, any new encroachments within the limits of the improvements, a copy of which is attached as "Exhibit D".

8. The VILLAGE agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along Route without the consent of the STATE.
9. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
10. The VILLAGE agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
11. All VILLAGE owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the Accommodation of Utilities of Right of Way, 92 Ill. Adm. Code 530. The VILLAGE agrees to obtain from the STATE an approved permit for the facility, and to abide by all conditions set forth therein.
12. Upon final field inspection of the improvement and so long as U.S. 51 (Bloomington Road) is used as a State Highway, the STATE agrees to maintain or cause to be maintained the median, the four (4) through traffic lanes lying two (2) on either side of the median and the left-turn and right-turn lanes, each lane being twelve (12) feet and variable in width, the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes and highway signing and sign structures, to be maintained by the STATE.
13. Upon final field inspection of the improvement, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including side road shoulders and their adjacent curb and gutter, sidewalks, parkways, concrete island/median surface texturing and coloring, guardrails, crosswalk and stopline markings, VILLAGE owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy therefore. The VILLAGE shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch basins'

frames, grates or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE.

The VILLAGE further agrees to continue its existing maintenance responsibilities on all side road and private benefit approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of FAP 322 (U.S. 51). Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the VILLAGE unless there is an agreement specifying different responsibilities.

14. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the VILLAGE on July 1, 2021.
15. The VILLAGE agrees to provide written approval of that portion of the plans and specifications relative to the VILLAGE financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.
16. Obligations of the STATE and VILLAGE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
17. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

FAP 322 (U.S. 51)
Section: 50(R-1,R-2)RS-2,N-1
VILLAGE Section: 23-00011-00-TL
Macon County
Job No.: C-97-022-18
Agreement No.: JN 723 005
Contract No.: 74828

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE of FORSYTH

Attest:

Clerk

(SEAL)

By: _____
Jim Peck
Mayor, Village of Forsyth

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Jeffrey P. Myers, P.E.
Region Four Engineer

Date: _____

FAP 322 (U.S. 51)
Section: 50(R-1,R-2)RS-2,N-1
VILLAGE Section: 23-00011-00-TL
Macon County
Job No.: C-97-022-18
Agreement No.: JN 723 005
Contract No.: 74828

EXHIBIT A
FUNDING RESOLUTION NO. 7-2023

WHEREAS, the VILLAGE OF FORSYTH has entered into an AGREEMENT with the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, for the improvement of FAP 322 (U.S. 51), known as State Section 50(R-1,R-2)RS-2,N-1 from Interstate 72 north to 0.1 miles north of Forsyth Road through Forsyth; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the VILLAGE OF FORSYTH to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of TWO HUNDRED EIGHTY SIX THOUSAND FOUR HUNDRED DOLLARS (\$286,400) or so much thereof as may be necessary, from any money now or hereafter allotted to the VILLAGE OF FORSYTH to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the VILLAGE OF FORSYTH will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the VILLAGE OF FORSYTH, an amount equal to 50% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

BE IT FURTHER RESOLVED that the VILLAGE OF FORSYTH agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.

SO RESOLVED this ____ day of June, 2023, 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

APPROVED:
DEPARTMENT OF TRANSPORTATION

Jeffrey P. Myers, P.E.
Region Four Engineer

Date

FAP 322 (U.S. 51)
 Section: 50(R-1,R-2)RS-2,N-1
 VILLAGE Section: 23-00011-00-TL
 Macon County
 Job No.: C-97-022-18
 Agreement No.: JN 723 005
 Contract No.: 74828

EXHIBIT B

ORDINANCE NO. 567

AN ORDINANCE IN RELATION TO MOTOR VEHICLE PARKING

FAP 322(US Route 51)

State Section 50(R-1,R-2)RS & 58-64-HB-1-RS

BE IT ORDAINED BY THE VILLAGE OF FORSTH OF THE COUNTY OF MACON, ILLINOIS, THAT:

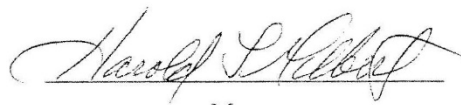
Section 1: It shall be unlawful for any person, firm, or corporation to park any motor vehicle
 Within the area indicated below:

Street	Limits
US 51 (Bloomington Road)	From the South Corporate Limits to the North Corporate Limits

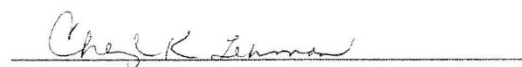
Section 2: Any person, firm, or corporation violating the provisions of the Ordinance
 Shall be fined not less than \$10.00 for each offense.

Section 3: This Ordinance shall take effect and be in full force 10 days after and
 from its passage, approval, and legal publication as required by law,
 and the Village Clerk is hereby directed to cause this Ordinance to be
 published in pamphlet form immediately after its due passage and approval.

PASSED this 15th day of April 20 02


 Mayor

ATTEST



PASSED: 4/15/02

SIGNED: 4/15/02

PUBLISHED: 4/16/02

FAP 322 (U.S. 51)
 Section: 50(R-1,R-2)RS-2,N-1
 VILLAGE Section: 23-00011-00-TL
 Macon County
 Job No.: C-97-022-18
 Agreement No.: JN 723 005
 Contract No.: 74828

EXHIBIT C

ORDINANCE NO. 568

AN ORDINANCE PROHIBITING THE DISCHARGE OF SANITARY SEWAGE AND INDUSTRIAL WASTE WATER INTO STORM SEWERS OR DRAINAGE FACILITY CONSTRUCTED IN CONJUNCTION WITH IMPROVEMENT OF US ROUTE 51 IN THE VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS

WHEREAS, the State of Illinois, through its Department of Transportation and the village of Forsyth, a municipal corporation, have entered into an Agreement for the improvement of US Route 51 known as state section 50(R-1,R-2)RS & 58-64-HB-1RS.

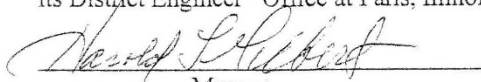
WHEREAS, this improvement includes the construction of storm water sewers and/or appurtenances for highway drainage;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE OF FORSYTH OF MACON COUNTY, ILLINOIS:

- Section 1 It shall be unlawful for any person, firm or corporation to correct or cause to be connected any drain carrying or to carry any toilet, sink, basement, septic tank, cesspool, industrial waste or any fixture or device discharging polluting substances into any storm sewers constructed as part of this improvement.
- Section 2 Any person, firm or corporation violating this Ordinance shall be fined not less than \$500.00 for each offense any separate offense shall be deemed committed each and every day during which a violation continues or exists.
- Section 3 That this Ordinance shall be in effect from and after its passage, approval, and publication as provided by law.

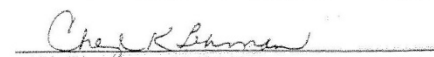
BE IT FURTHER ORDAINED, that the Village of Forsyth does hereby authorize and empower the Mayor to execute this Ordinance on behalf of the Village of Forsyth, and

BE IT FURTHER ORDAINED, that the village Clerk is hereby directed to transmit three (3) certified copies of this Ordinance to the Illinois Department of Transportation through its District Engineer's Office at Paris, Illinois.


 Mayor

PASSED: 4/15/02
 SIGNED: 4/15/02
 RECORDED: 4/16/02
 PUBLISHED: 4/16/02

STATE OF ILLINOIS)
 COUNTY OF MACON)
 I, Cheryl K. Lehman Clerk in and for
 the Village of Forsyth hereby certify the
 foregoing to be a true, perfect, and complete
 copy of an Ordinance adopted by
 Meeting on April 15, 20 02


 CLERK

FAP 322 (U.S. 51)
Section: 50(R-1,R-2)RS-2,N-1
VILLAGE Section: 23-00011-00-TL
Macon County
Job No.: C-97-022-18
Agreement No.: JN 723 005
Contract No.: 74828

EXHIBIT D

**AN ORDINANCE REGULATING ENCROACHMENT ON PUBLIC RIGHT-OF-WAY IN THE
VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS**

The VILLAGE has adopted and shall continue to enforce Division 5 of the Village Code of Forsyth, which may be amended. This ordinance prohibits unpermitted encroachment upon U.S. 51 in a manner meeting the requirements of the Department.

FAP 322 (U.S. 51)
Section: 50(R-1,R-2)RS-2,N-1
VILLAGE Section: 23-00011-00-TL
Macon County
Job No.: C-97-022-18
Agreement No.: JN 723 005
Contract No.: 74828

EXHIBIT E
FINAL PLAN APPROVAL

WHEREAS the VILLAGE OF FORSYTH and the STATE OF ILLINOIS, acting through its DEPARTMENT OF TRANSPORTATION, will enter into a maintenance agreement for the improvement FAP 322 (U.S. 51), State Section 50(R-1,R-2)RS-2,N-1 from Interstate 72 north to 0.1 miles north of Forsyth Road through Forsyth; and

WHEREAS, in order to facilitate said improvement and in anticipation of said agreement, the VILLAGE OF FORSYTH hereby gives written approval of that portion of the plans and specifications relative to the VILLAGE financial and maintenance obligations:

FINAL PLANS APPROVED this _____ day of _____, 2023

For: VILLAGE OF FORSYTH

By: _____
Jim Peck
Mayor, Village of Forsyth

Date: _____

OLD BUSINESS

ITEM 2

FAP 322 (U.S. 51)
Section: 50(R-1,R-2)RS-2,N-1
VILLAGE Section: 23-00011-00-TL
Macon County
Job No.: C-97-022-18
Agreement No.: JN 723 005
Contract No.: 74828

EXHIBIT A
FUNDING RESOLUTION NO. 7-2023

WHEREAS, the VILLAGE OF FORSYTH has entered into an AGREEMENT with the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, for the improvement of FAP 322 (U.S. 51), known as State Section 50(R-1,R-2)RS-2,N-1 from Interstate 72 north to 0.1 miles north of Forsyth Road through Forsyth; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the VILLAGE OF FORSYTH to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of TWO HUNDRED EIGHTY SIX THOUSAND FOUR HUNDRED DOLLARS (\$286,400) or so much thereof as may be necessary, from any money now or hereafter allotted to the VILLAGE OF FORSYTH to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the VILLAGE OF FORSYTH will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the VILLAGE OF FORSYTH, an amount equal to 50% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

BE IT FURTHER RESOLVED that the VILLAGE OF FORSYTH agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.

SO RESOLVED this ____ day of June, 2023, 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

APPROVED:
DEPARTMENT OF TRANSPORTATION

Jeffrey P. Myers, P.E.
Region Four Engineer

Date

OLD BUSINESS

ITEM 3

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: June 6, 2023
Subject: Ashley Furniture

Would like to discuss the proposal and receive direction.

Because this property is in the TIF District, the Village cannot offer a real estate tax abatement. Instead, we can offer a reimbursement equal to a percentage of the TIF increment generated by the project each year. Based on a \$10M total investment as shown on the application, in order to get them \$3.5M of total TIF reimbursements by the end of the TIF, it would take about 90% of the annual net TIF increment, after payment to the School and for administrative costs. See the attached projection.

Note that they have also estimated \$10M per year of annual retail sales on the application, which would be \$200,000 per year to the Village for your 2% Village tax, which they have also requested by reimbursed back to them for 10 years.



05/09/2023

Village of Forsyth 301 S. Route 51 Forsyth, IL 62535

Re: Proposal for a 7-acre Commercial Development in Forsyth, IL

Dear Sir/Madam,

Harrison Management Group LLC, an Illinois limited liability company, is pleased to submit this proposal to the Village of Forsyth for the development of a 7-acre commercial property in Forsyth, IL. The proposed project will consist of 3 phases with phase 1 featuring 50,000-80,000 square feet of retail space, anchored by Ashley Furniture's all new, state of the art 7.0 store design & attached distribution center, with additional retailers and restaurants to follow. The estimated cost for phase 1 of the project is \$7,000,000.

Harrison Management Group LLC is seeking a grant equal to 50% of the phase 1 costs, which would be \$3,500,000. Additionally, we are requesting a 2% sales tax rebate for 10 years and a real-estate tax abatement for 5 years.

Our proposed project is expected to generate significant economic benefits for the Village of Forsyth. The project will create new jobs and stimulate the local economy by attracting new businesses and shoppers. The project will also generate new tax revenue for the Village, which will help fund important community services and projects.

Harrison Management Group LLC has extensive experience in commercial property development and management. Our team of professionals includes architects, engineers, and project managers who have successfully completed numerous commercial development projects throughout Illinois including Mound Plaza adjoining Target & Olive Garden in Decatur.

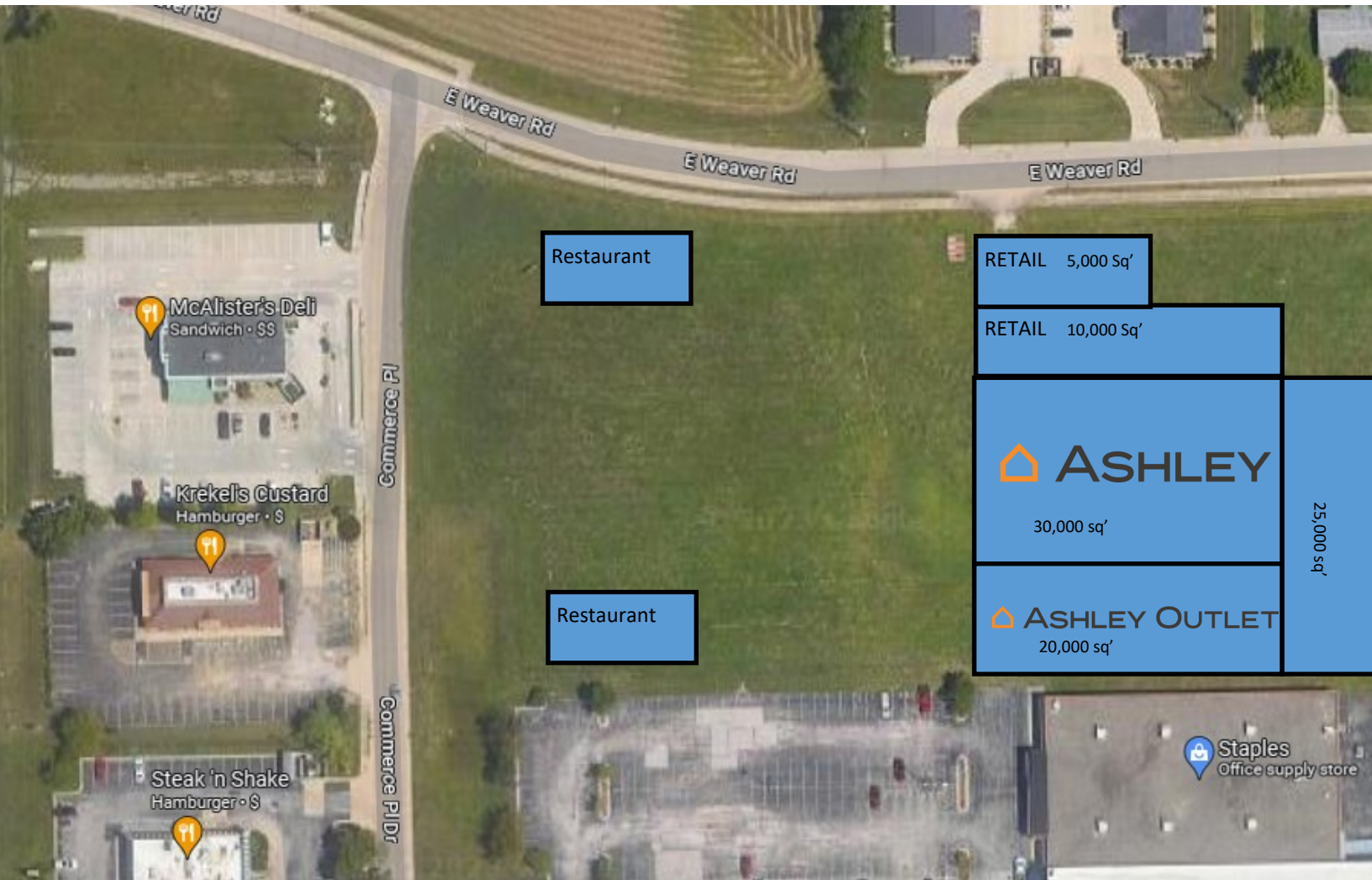
We are committed to working collaboratively with the Village of Forsyth to ensure that this project is a success. Our team is available to answer any questions and provide additional information as needed.

Thank you for considering our proposal. We look forward to the opportunity to work with the Village of Forsyth on this exciting project.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Harrison', with a stylized flourish extending to the right.

John Harrison
Managing Director
Harrison Management Group LLC
(217)891-1150 Cell









VILLAGE OF FORSYTH TIF DISTRICT

HARRISON MANAGEMENT GROUP, LLC - PROPOSED COMMERCIAL PROJECT

90% DEVELOPER SHARE

15-May-23

TIF ESTABLISHED: 2018

Calendar Year of Receipts	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Total Real Estate Tax Increment			Built	Assessed	\$262,508	\$267,758	\$273,114	\$278,576	\$284,147	\$289,830	\$295,627
Proportionate IGA/Admin Share					\$65,627	\$66,940	\$68,278	\$69,644	\$71,037	\$72,458	\$73,907
Net Real Estate Tax Increment					\$196,881	\$200,819	\$204,835	\$208,932	\$213,110	\$217,373	\$221,720
Developer's Share of Net RETI					\$177,193	\$180,737	\$184,352	\$188,039	\$191,799	\$195,635	\$199,548
Cumulative Developer Share					\$177,193	\$357,930	\$542,282	\$730,320	\$922,120	\$1,117,755	\$1,317,303
Village's Share of Net RETI					\$19,688	\$20,082	\$20,484	\$20,893	\$21,311	\$21,737	\$22,172

Calendar Year of Receipts	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	TOTALS
Total Real Estate Tax Increment	\$301,539	\$307,570	\$313,722	\$319,996	\$326,396	\$332,924	\$339,582	\$346,374	\$353,301	\$360,368	\$5,253,333
Proportionate IGA/Admin Share	\$75,385	\$76,893	\$78,430	\$79,999	\$81,599	\$83,231	\$84,896	\$86,594	\$88,325	\$90,092	\$1,313,333
Net Real Estate Tax Increment	\$226,155	\$230,678	\$235,291	\$239,997	\$244,797	\$249,693	\$254,687	\$259,781	\$264,976	\$270,276	\$3,940,000
Developer's Share of Net RETI	\$203,539	\$207,610	\$211,762	\$215,997	\$220,317	\$224,724	\$229,218	\$233,802	\$238,479	\$197,248	\$3,500,000
Cumulative Developer Share	\$1,520,842	\$1,728,452	\$1,940,214	\$2,156,212	\$2,376,529	\$2,601,253	\$2,830,471	\$3,064,273	\$3,302,752	\$3,500,000	
Village's Share of Net RETI	\$22,615	\$23,068	\$23,529	\$24,000	\$24,480	\$24,969	\$25,469	\$25,978	\$26,498	\$27,027	\$440,000

Real Estate Assumptions		Variables	
Total Projected Market Value	\$10,000,000	Annual Inflation Rate	2.0%
Projected Taxable Value	\$3,333,333	Total Tax Rate	7.91427%
TIF Base EAV	\$16,436	Taxing District & Admin Share	25%
Incremental TIF EAV	\$3,316,897	Developer's Share of Net	90%
Real Estate Tax Increment	\$262,508		
Parcel No: 07-07-14-351-013			
Total Estimated TIF Eligible Project Costs: \$6,994,326		Total Reimbursement Request: \$3,500,000	

The information and assumptions contained in the foregoing material are based upon information, material and assumptions provided to Jacob & Klein, Ltd. (J&K) and the Economic Development Group, Ltd. (EDG) by outside persons including public officials, J&K and EDG have not undertaken independent investigation to verify any of the information or material contained herein. No warranty, express or implied, as to the accuracy of the materials and information or the results projected in the foregoing presentation is made by J&K or EDG, its officers or employees. J&K and EDG specifically disclaim the accuracy of the formulas and calculations and has no obligation to investigate or update, recalculate or revise the calculations. The material presented herein is subject to risks, trends and uncertainties that could cause actual events to differ materially from those presented. Those providing information contained in this presentation have represented to J&K and EDG that, as of the date it was provided, the information was accurate to the best of their knowledge. Any person viewing, reviewing or utilizing this presentation should do so subject to all of the foregoing limitations and shall conduct independent investigation to verify the assumptions and calculations contained herein. By acceptance and use of this presentation, the user accepts all of the foregoing limitations and releases J&K and EDG from any liability in connection therewith. J&K and EDG are not providing financial advice.

NEW BUSINESS

ITEM 1



MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Matthew B. Foster, PE, PLS
Date: June 1, 2023
cc: Ms. Jill Applebee, Village Administrator
Re: Forsyth Water Treatment Plant Maintenance – Design Contract

Honorable Mayor and Trustees,

Per the Village budget approved last December, we have prepared a contract for design services necessary to proceed with the Water Treatment Plant Maintenance project for your consideration. This contract covers preliminary condition review and bidding services. We recommend approval of the contract in order to proceed with this work so bids may be received in time to perform the maintenance during low water usage time next winter.

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

AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT DATA - DATE OF AGREEMENT: 6/6/2023 JOB NO.:
PROJECT NAME: Forsyth WTP Maintenance
START DATE: 6/7/2023 ESTIMATED COMPLETION DATE: TBD
LOCATION: **Forsyth, IL**
CLIENT: Village of Forsyth, Illinois
CLIENT CONTACT: Jill Applebee
BILLING ADDRESS: **301 S US 51, Forsyth, IL 62535**
CLIENT PHONE #: **217-877-9445**

SCOPE OF SERVICES- ** See Attached Scope of Services **

FEE BASIS - ☐ Lump Sum Amount
 ☒ Estimated Cost (figured on time and materials basis) \$29,300

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

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

DATE _____ CLIENT _____
BY _____
TITLE _____

CHASTAIN & ASSOCIATES LLC

DATE _____ BY _____
Title _____

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

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

AMENDMENTS

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

FEE BASIS (COMPENSATION FOR PROFESSIONAL SERVICES)

The basis for compensation will be either 1) Lump-Sum Amount as noted on the face of this Agreement or 2) Estimated Amount (figured on time and materials basis) 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.

Updated 10.25.22

Village of Forsyth, IL

Water Treatment Plant Filters & Claricones Maintenance Scope

1. Attend one (1) project coordination meeting with Village staff.
2. Review the existing water treatment plant and document current conditions of the filters and claricones. Prepare a summary of recommended maintenance for these two items to be addressed in the bidding documents. Two half day trips to the water treatment plant are included in the budget.
3. Prepare bidding specifications for receipt of competitive bids for the following maintenance items at the Village Water Treatment Plant:
 - a. Removal and replacement of the filter media and media retaining nozzles in the two (2) existing plant filters.
 - b. Plenum cleaning, sand blasting and painting.
 - c. Filter interior and exterior sand blasting and painting.
 - d. Claricone interior and exterior sand blasting and painting.
4. Schedule, advertise and host a public bid letting.
5. Prepare a recommendation of award for consideration of the Board.

This proposal assumes the Village will be able to provide a core sample and analytical testing of the filter media prior to preparation of final bidding specifications. It also assumes the Village will be able to supply the plant OEM manual with tank dimensions and original media and nozzle specifications.

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

- a. Services performed in connection with environmental remediation of filter media.
- b. This work is classified as maintenance and will not require an IEPA construction permit.
- c. Construction observation services (addressed under a separate contract after the scope of construction has been determined and the bidding process has been completed).
- d. Services performed as a result of litigation, arbitration, public hearings or other legal or administrative proceedings involving the **PROJECT** other than a dispute between the client and Chastain.

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



2023 SCHEDULE OF RATES

<u>Classification</u>	<u>Per Hour Rate Net</u>	
Engineers	From	To
Project Principal	\$256.00 -	\$256.00
Professional V	\$246.40 -	\$256.00
Professional IV	\$198.40 -	\$220.80
Professional III	\$163.20 -	\$188.80
Professional II	\$131.20 -	\$152.00
Professional I	\$94.08 -	\$115.20
Surveyors		
Chief of Survey	\$182.40 -	\$182.40
Surveyor II	\$128.00 -	\$128.00
Surveyor I	\$97.60 -	\$97.60
Technical		
Technician V	\$171.20 -	\$171.20
Technician IV	\$145.60 -	\$147.20
Technician III	\$118.40 -	\$128.00
Technician II	\$67.20 -	\$112.80
Technician I	\$57.60 -	\$57.60
Office Services and Records		
Administrative	\$64.80 -	\$137.60

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 58.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

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

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

RESOLUTION NO. 8-2023

**A RESOLUTION APPROVING
WATER TREATMENT PLANT MAINTENANCE CONTRACT**

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 seeks to enter into an agreement for water treatment plant filters and claricones maintenance agreement with Chastain & Associates LLC as shown in detail in Exhibit A attached and incorporated herein (“Water Treatment Plant Maintenance Contract”); and

WHEREAS, the Water Treatment Plant Maintenance Contract covers review of existing plant to document conditions, preparation of bidding specifications for maintenance work needed, public bid letting, and recommendation of award; and

WHEREAS, the corporate authorities of the Village believe it is in the best interests of the Village to approve the Water Treatment Plant Maintenance Contract as set forth herein.

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

SECTION 1. The recitals set forth above are incorporated herein as if full stated and set forth in this Section 1.

SECTION 2. The Village Board of Trustees hereby approves the Water Treatment Plant Maintenance Contract, as attached hereto as **Exhibit A**. Village President and Village Clerk are further authorized to execute the agreement.

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

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

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

SO RESOLVED this ____ day of June, 2023, 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
Water Treatment Plant Maintenance Contract

NEW BUSINESS

ITEM 2

CLOSED SESSION