AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, ILLINOIS
6:30 P.M.
TUESDAY, APRIL 2, 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 MARCH 5, 2024
2. APPROVAL OF MACON COUNTY SPRING CLEANUP RECYCLING GRANT
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. DISCUSSION AND POTENTIAL ACTION REGARDING AVALON BLVD. RECONSTRUCTION REBIDDING PROCESS (VILLAGE ENGINEER REPRESENTATIVE STEPHANIE BROWN)
2. DISCUSSION AND POTENTIAL ACTION REGARDING VILLAGE OF FORSYTH INVESTMENT POLICY (VILLAGE ADMINISTRATOR JILL APPLEBEE)
3. DISCUSSION AND POTENTIAL ACTION REGARDING FORSYTH STRATEGIC PLAN (VILLAGE ADMINISTRATOR JILL APPLEBEE)

NEW BUSINESS
1. DISCUSSION AND POTENTIAL ACTION REGARDING CLEANUP DAY RATE INCREASE (VILLAGE ADMINISTRATOR JILL APPLEBEE)
2. DISCUSSION AND POTENTIAL ACTION REGARDING REPAIR OF PUMP (PUBLIC WORKS DIRECTOR DARIN FOWLER)
3. DISCUSSION AND POTENTIAL ACTION REGARDING IGA EMPOWERING DUATS 2024 (VILLAGE ATTORNEY LISA PETRILLI)
4. DISCUSSION AND POTENTIAL ACTION REGARDING PURCHASE OF UTILITY TRUCK (PUBLIC WORKS DIRECTOR DARIN FOWLER)
5. DISCUSSION AND POTENTIAL ACTION REGARDING FORSYTH PARK ADA SIDEWALK (VILLAGE ENGINEER REPRESENTATIVE STEPHANIE BROWN)
6. DISCUSSION AND POTENTIAL ACTION REGARDING PLAYGROUND RESURFACING (PUBLIC WORKS DIRECTOR DARIN FOWLER)
7. DISCUSSION AND POTENTIAL ACTION REGARDING RECOMMENDED APPROVAL OF FINAL PLAT FOR MINOR SUBDIVISION (DIRECTOR OF PLANNING AND ZONING RYAN RALEIGH)

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

5 ILCS 120/2(c)(5): The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.

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)(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/84006798521
Meeting ID: 840 0679 8521
One tap mobile
+13126266799,,84006798521# 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, MARCH 19, 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 Lauren Young, Trustee Marilyn Johnson, Trustee Jeremy Shaw, Trustee Jeff London

Absent: Trustee Bob Gruenewald

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

Staff on Phone: Village Attorney Lisa Petrilli

Others Present: Bill Krueger

CONSENT AGENDA

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF MARCH 5, 2024
2. APPROVAL OF WARRANTS
3. APPROVAL OF TREASURER'S REPORT FOR THE MONTH OF FEBRUARY, 2024

MOTION

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

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

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

Motion declared carried.

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

None.

ADMINISTRATION REPORTS

1. Law Enforcement Report
   Sheriff Deputy Evenson had few incidents to report.

2. Village Staff Reports
   Mayor Peck asked Village Attorney Petrilli if she has been able to contact Kevin Greenfield of Macon County Board but has not heard back from him. Mayor Peck said he would try to find better contact information. The golf cart registration went smoothly with no complaints from residents.

OLD BUSINESS

1. DISCUSSION AND POTENTIAL ACTION REGARDING VILLAGE OF FORSYTH STRATEGIC PLAN DRAFT (VILLAGE ADMINISTRATOR JILL APPLEBEE)

   This was the last topic of the evening since it involved the most discussion. Village Administrator Applebee explained that she and the staff made before and after layouts of Forsyth Park, Sports and Nature Park, Veteran's Park, and Prairie Winds depicting current amenities and potential amenities. A lengthy discussion ensued as each of the four areas were discussed.

   No Motion needed.

2. DISCUSSION AND POTENTIAL ACTION REGARDING VILLAGE OF FORSYTH INVESTMENT POLICY (VILLAGE ADMINISTRATOR JILL APPLEBEE)

   Administrator Applebee explained that the staff has reviewed the policy and noted which items they updated. She then asked for Board input. Mayor Peck said there are two stockbrokers in town with Forsyth offices who sell Certificates of Deposits and are FDIC approved just like banks. Is this something the Board should consider? A discussion ensued regarding these brokered investments. Trustee Wendt will do more research and Board members will think about it then discuss again at a future meeting. The topic was tabled.

   No Motion needed.

3. DISCUSSION AND POTENTIAL ACTION REGARDING SPORTS AND NATURE PARK CONSTRUCTION SCOPE AND CONTRACT (VILLAGE ENGINEER JEREMY BUENING)

   Village Engineer Representative Stephanie Brown explained that the project was reviewed again for the scope and observation time needed. She then explained the details of the changes to the contract, which reflects the need for less observation time. A brief discussion ensued. Work is scheduled to start May 1 or earlier.

   MOTION

   Trustee Wendt made a Motion to approve the revised contract for not to exceed $114,000 as presented and Trustee Shaw seconded the Motion.

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

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

   Motion declared carried.

NEW BUSINESS

1. ORDINANCE NUMBER 2024-5 AN ORDINANCE ADDING TERRITORY TO ENTERPRISE ZONE AND APPROVING THE AMENEDMENT OF THE ENACTING ORDINANCE AND INTERGOVERNMENTAL AGREEMENT (AMENDMENT 5) VILLAGE ADMINISTRATOR JILL APPLEBEE)

   Village Administrator Applebee explained that the Economic Development Corporation approached the Village with four (4) total boundary amendments and asked for Village recommendation to approve. A brief discussion was held by the Board.

   MOTION

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

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

   Yeas: 4 – Shaw, Young, Johnson, London

Nays: 0 – None
Absent: 1 – Gruenewald
Abstain: 1 – Wendt (due to conflict of interest with employer ADM)

Motion declared carried.

2. ORDINANCE NUMBER 2024-6 AN ORDINANCE ADDING TERRITORY TO ENTERPRISE ZONE AND APPROVING THE AMENDMENT OF THE ENACTING ORDINANCE AND INTERGOVERNMENTAL AGREEMENT (AMENDMENT 6) (VILLAGE ADMINISTRATOR JILL APPLEBEE)

   Village Administrator Applebee explained that the Economic Development Corporation approached the Village with four (4) total boundary amendments and asked for Village recommendation to approve. A brief discussion was held by the Board.

   MOTION

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

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

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

   Motion declared carried.

3. DISCUSSION AND POTENTIAL ACTION REGARDING REPLACMENET OF COMMUNITY ROOM FURNITURE (VILLAGE LIBRARY DIRECTOR MELANIE WEIGEL)

   Village Library Director Weigel explained the current condition of tables and chairs that need to be replaced at the library Community Room. The cost would be $10,289.75 instead of $9592.55 and would include a new table cart. The cost could be slightly more depending on freight charges. A short discussion ensued.

   MOTION

   Trustee London made a Motion to approve the purchase of the Community Room furniture as presented with the addition of a table cart and applicable shipping and freight charges that may be added and Trustee Johnson seconded the Motion.

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

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

Motion declared carried.

4. DISCUSSION AND POTENTIAL ACTION REGARDING COZIAHR'S ANNUAL BLESSING OF THE BIKES EVENT (VILLAGE ADMINISTRATOR JILL APPLEBEE)

Village Administrator Applebee explained that the 32^{nd} annual Blessing of the Bikes will be held on April 28 at Coziahr's. They request permission to block off Market Street from 8:00 – 4:00 p.m. on that day. A brief discussion ensued.

MOTION

Trustee Wendt made a Motion to approve the closing of Market Street as presented and Trustee London seconded the Motion.

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

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

Motion declared carried.

5. DISCUSSION AND POTENTIAL ACTION REGARDING IDOT CROSSING (VILLAGE ENGINEER JEREMY BUENING)

Administrator Applebee explained that the approval of golf carts crossing US Route 51 is not permitted by IDOT. A discussion ensued regarding removing the language all together from the Ordinance and Village Attorney confirmed that you can take the language out altogether. She said other communities manage it by removing the language and IDOT cannot really enforce it. Public Works Director Fowler said IDOT told Effingham the same thing. After discussing the Board agreed to remove the language from the Ordinance and update the golf cart rules and repost the revisions on the same media channels.

MOTION

Trustee Wendt made a Motion to remove the section of the Ordinance that refers to Route 51 crossings and Trustee London seconded the Motion.

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

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

Motion declared carried.

ADJOURNMENT

Trustee Wendt made the Motion to adjourn and Trustee Young seconded the Motion. All Board members agreed by voice vote, and the meeting was adjourned at 8:20 P.M.

By: Cheryl Marty
Village Clerk

CONSENT AGENDA

ITEM 2

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 DAVE & JEN PECK			27.00	
230633	01-10-554	NAME TAGS WEIGEL & RALEIGH		27.00
01 AIR KING HEATING & AIR			210.00	
117796	01-53-511	LIB MAINT ON 7 FURNANCES		210.00
01 ALL SERVICE CONTRACTING CORP			104076.45	
032924-2	32-00-810-8	WTP CLARICONE & FILTER MAINT		104076.45
01 ALTORFER, INC			1862.00	
V2987401	01-52-549	EQUIP RENTAL		1862.00
01 JEFFERY ANDERSON			3205.13	
5996	16-00-893-1	FIELD UPDATES (5)		3205.13
01 ATLAS LOCK, INC.			25.00	
48724	01-52-652	OP SUPPLIES-KEYS		5.00
48737	51-00-611	BLDG MAINT SUPPLIES		20.00
01 BRITTON ELECTRONICS & AUTOMATI			2060.00	
2249941	52-00-512	ANNUAL CALIBRATION OF WTR EQUIP		2060.00
01 BLACKSTONE AUDIO, INC			88.89	
2144779	01-53-681	AUDIO VISUAL		88.89
01 BLUEROCK EVENT SOLUTIONS LLC			12295.95	
0E5BC25B-1	01-10-917-1	ADD ITEMS TO 7-26-24 FORSYTH MARKET		1154.74
E25C2AF7-1	01-10-914	ADD ITEMS TO FORSYTH FEST		11141.21
01 DECATUR BOLT CO., INC.			73.03	
311065	01-41-652	OP SUPPLY		73.03
01 BROWN'S TRUCK ACCESSORIES INC			280.98	
032924	01-41-512	EQUIP MAINT SERVICE		280.98
01 BURDICK PLUMBING & HEATING CO,			114621.16	
032924-07	30-00-810-6	WELL 7 & RAW WATERMAIN		114621.16
01 CONSTELLATION NEWENERGY INC.			5813.71	
67971302801	01-41-572	MAR '24 ENTRANCE SIGNS		100.13
67971312001	01-41-572	MAR '24 STREET LIGHTING		5713.58
01 COD WHOLESALE			940.80	
346656	01-10-914	TABLE CLOTHS FOR EVENTS		940.80
01 CONSTELLATION NEWENERGY			1731.65	
3988328	01-11-571	FEB '24 GAS UTILITIES		161.26
3988328	01-41-571	FEB '24 GAS UTILITIES		445.06
3988328	01-53-571	FEB '24 GAS UTILITIES		574.35
3988328	51-00-571	FEB '24 GAS UTILITIES		550.98
01 AHW LLC CLINTON			98.05	
11841629	01-52-652	BLADES-OP SUPPLY		98.05
01 DECATUR COMPUTERS INC			594.00	
DCI50151	01-11-537	MANAGE .GOV DOMAIN IN NEW REGISTAR		594.00
01 DECATUR INDUSTRIAL ELECTRIC, I			27391.34	
RI-1836	51-00-612	EQUIP MAINT SUPPLY-HS PUMP		9343.00
RI-1847	51-00-512	SLUDGE PUMP REPAIR 2023		18048.34
01 DISPLAY SALES			2648.96	
INV2442	01-41-652	FLAGS FOR PARADE ROUTE & 51		2648.96
01 BETTY J. McCOOL			100.00	

PAYABLE TO / INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
032924	01-10-913	SIGN LAND AGREEMENT 6/1/24-5/31/25		100.00
01 FARNSWORTH GROUP			925.00	
250013	51-00-549	JAN/FEB '24 SCADA MAINT		925.00
01 CENGAGE LEARNING INC/GALE			78.42	
84054283	01-53-671	BOOKS		31.19
84085028	01-53-671	BOOKS		47.23
01 HOBBY LOBBY STORES, INC.			157.68	
032924	01-53-912	RETURNED LIBRARY ACCESSORIES		7.99-
032924	01-53-913	PROGRAMMING		31.93
032924	01-10-917	BINGO & EASTER EGG HUNT		133.74
01 ILLINOIS METER INC.			564.93	
3037747-01	51-00-652	OP SUPPLY		564.93
01 INDELCO PLASTICS CORPORATION			638.37	
INV449241	51-00-612	EQUIP MAINT WELL #6		638.37
01 KEY LABORATORY SERVICES			47.85	
25700	51-00-549	ARPA CONE MOUNT		47.85
01 LOWE'S COMPANIES, INC.			137.91	
032924	01-41-652	OP SUPPLIES		114.22
032924	01-52-654	JANITORIAL SUPPLIES		5.68
032924	01-41-653	SMALL TOOLS		15.18
032924	01-52-652	OP SUPPLIES		2.83
01 MACON COUNTY TREASURER			90.60	
24-58	01-11-535	REPLCE PURGE VALVE & WIPER '18 FORD		90.60
01 MENARDS			3003.11	
032924	01-41-612	EQUIP MAINT SUPPLIES		303.09
032924	01-41-611	BLDG MAINT SUPPLIES		1.74
032924	01-52-611	BLDG MAINT SUPPLIES		508.39
032924	01-41-652	OP SUPPLIES		632.33
032924	01-52-652	OP SUPPLIES		256.29
032924	01-41-653	SMALL TOOLS		53.96
032924	01-53-651	OFFICE SUPPLIES		52.26
032924	01-53-913	PROGRAMMING		4.19
032924	01-52-653	SMALL TOOLS		44.78
032924	01-41-617	GROUND MAINT SUPPLIES		67.40
032924	01-52-617	GROUND MAINT SUPPLIES		792.85
032924	01-52-612	EQUIP MAINT SUPPLIES		77.40
032924	01-11-654	JANITORIAL SUPPLIES		24.47
032924	01-41-614	STREET MAINT SUPPLIES		59.85
032924	01-41-471	UNIFORMS		29.99
032924	01-53-654	JANITORIAL SUPPLIES		34.27
032924	01-52-620	BIKE PATH MAINT		59.85
01 MISSISSIPPI LIME COMPANY			5007.01	
1718361	51-00-656	CHEMICALS-LIME		5007.01
01 MORNINGSTAR			1548.00	
11519465A	01-53-540	YEARLY SUBSCRIPTION		1548.00
01 NAPA AUTO PARTS			320.58	
091031	01-41-612	EQUIP MAINT - TRAILER		148.31

PAYABLE TO / INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
091039	01-41-612	TRAILER WIRE-EQUIP MAINT		172.27
01 NEWS BANK			1801.00	
RN1103417	01-53-540	YEARLY SUBSCRIPTION		1801.00
01 PRECISION CONCRETE			8340.00	
015-24	30-00-832-2	NEW GARAGE FOUNDATION		8340.00
01 AT & T			447.04	
032924	52-00-552	783 STEVENS CRK MAR '24 PHONE LINE		110.76
032924	52-00-552	101 HUNDLEY MAR '24 PHONE LINE		110.76
032924	52-00-552	440 HUNDLEY MAR '24 PHONE LINE		110.76
032924	52-00-552	815 W FORSYTH PK MAR '24 PHONE LINE		114.76
01 SCHIMBERG CO			88.54	
3304450-00	51-00-652	OP SUPPLY		88.54
01 SORLING, NORTHRUP, HANNA, CULL			8415.00	
220818	01-11-533	FEB '24 LEGAL SERVICES		6765.00
221033	01-11-533	FEB '24 WESTERMAN LEGAL SERVICES		1650.00
01 SPEED LUBE			138.90	
00011-868934	51-00-513	OIL CHANGE 2011 FORD		77.95
00011-869901	01-52-513	OIL CHANGE '21 RAM 1500		60.95
01 IMPERIAL DADE			1771.49	
12538495-00	01-53-654	JANITORIAL SUPPLIES		163.22
12538495-01	01-53-654	JANITORIAL SUPPLIES		326.44
6052825-00	01-52-652	OP SUPPLY-NEW VAC COMM ROOM		677.48
7314405-00	01-41-654	JANITORIAL SUPPLIES		604.35
01 STOLLEY TERMITE & PEST CONTROL			125.00	
032924	01-11-511	VH MONTHLY BUG SPRAY		60.00
032924-1	01-53-511	LIB MONTHLY BUG SPRAY		65.00
01 US POSTAL SERVICE (CAPS)			694.59	
032924	51-00-549-1	POSTAGE FOR APR '24 W/S BILLING		347.29
032924	52-00-549-1	POSTAGE FOR APR '24 W/S BILLING		347.30
01 VILL OF FORSYTH			150.00	
032924	01-11-571	W/S FROM 2/20-3/20		150.00
01 WALLENDER-DEDMAN PRINTING INC.			40.00	
107195	01-10-554	J. PECK BUSINESS CARDS		40.00
01 WAL-MART			227.66	
032924	01-53-913	PROGRAMMING		158.69
032924	01-11-929	MISC MEETING		49.72
032924	01-53-651	OFFICE SUPPLIES		19.25
01 WATER SOLUTIONS UNLIMITED, INC			3177.25	
122054	51-00-656	CHEMICALS-CHLORINE		3177.25
** TOTAL CHECKS TO BE ISSUED			316080.03	

FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
GENERAL FUND			44146.44	
HOTEL/MOTEL TAX FUND			3205.13	
CAPITAL PROJECT FUND			122961.16	
AMERICAN RESCUE PLAN ACT			104076.45	
WATER OPERATIONS			38836.51	
SEWER OPERATIONS			2854.34	
*** GRAND TOTAL ***			316080.03	
TOTAL FOR REGULAR CHECKS:			311,073.02	
TOTAL FOR DIRECT PAY VENDORS:			5,007.01	

A/P MANUAL CHECK POSTING LIST
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

PAYABLE TO / REG#	INV NO	G/L NUMBER	CHECK DATE / DESCRIPTION	CHECK NO	AMOUNT	DISTR
01 BURDICK PLUMBING & HEATING CO			04/02/24	60244	167705.00	
237	032924-06	30-00-810-6	WELL 7 & RAW WATERMAIN			167705.00

** TOTAL MANUAL CHECKS REGISTERED 167705.00

REPORT SUMMARY

CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	316080.03	167705.00	483785.03
TOTAL CASH	316080.03	167705.00	483785.03

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	44146.44	.00	44146.44
16	3205.13	.00	3205.13
30	122961.16	167705.00	290666.16
32	104076.45	.00	104076.45
51	38836.51	.00	38836.51
52	2854.34	.00	2854.34
TOTAL DISTR	316080.03	167705.00	483785.03

CONSENT AGENDA
ITEM 3

MACON COUNTY ENVIRONMENTAL MANAGEMENT

Macon County Environmental Management Dept.
141 S. Main St., Room 501
Decatur, IL 62523
217-425-4505
www.MaconGreen.com

March 22, 2024

Village of Forsyth
Darin Fowler
301 S Route 51
Forsyth, IL 62535

Dear Mr. Fowler,

The Macon County Environmental Management Department would like to congratulate the Village of Forsyth on having your 2024 Macon County Spring Clean-up/Recycling grant approved. Please sign the enclosed Grant Agreement and return as soon as possible. With the signed agreement, you are authorized to proceed within the guidelines of the grant agreement and your statement of work.

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

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

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

We wish you a successful Spring Clean-up event. If you have any questions please feel free to contact me at (217) 425-4505 or amckinney@maconcounty.illinois.gov.

Sincerely,

Amy McKinney

Amy McKinney
Administrator & Inspector
Macon County Environmental Management Department

Macon County Environmental Management Department
2024 Grant Agreement

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

Grant Terms

The Macon County Environmental Management Department (the Department) on behalf of the Environmental, Education, Health, and Welfare Committee of the Macon County Board, has agreed to provide grant funds to the **Village of Forsyth** to assist in the 2023 Spring Clean-up/Recycling Program.

Amount of Funding

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

Grant Conditions

- The Grant Completion Form along with all receipts for reimbursement must be submitted **prior to October 4, 2024 but no later than 60 days after the clean-up**. Failure to comply with the 60 days deadline may result in removal from consideration for future grant projects.

- Grant funds will be provided on a reimbursement basis unless other arrangements are made and agreed to by both parties.

- Items purchased using grant funds (such as paper for flyers, announcements, etc.) must contain a percentage of recycled content and be marked as such whenever possible.

- For demonstration purposes, the Department will be able to cite the **Village of Forsyth** recycling program as an example for other municipalities to follow.

- Adhere to legally applicable federal, state, and local environmental regulations regarding management and disposal of waste.

- Macon County will not be held liable for any problems or accidents occurring with or arising from the purchase and/or use of the items purchased for this project under this agreement.

- The Municipality/Township shall indemnify, hold harmless and defend Macon County, its officers and employees from any and all losses, injuries, damages, liability, claims, penalties, fines, legal actions (including costs and expenses incidental thereto) which may be asserted or brought against Macon County by any individual or entity and which may arise out of or occur during the performance of this Agreement by the Municipality.

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

____________________________	____________________________
Macon County Environmental Management Director	Municipal Representative
____________________________	____________________________
Date	Date

ADMINISTRATION REPORTS

ENGINEER'S REPORT

Forsyth; March 28, 2024 Board Meeting

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

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

Project 6928 – Maroa-Forsyth Grade School Bike Path
This project consists of the construction of a new bike path from the end of the existing bike path at the intersection of Cox St at Smith St to the east entrance to the Maroa-Forsyth Grade School. The construction of this project is funded through IDOT's ITEP program so federal procedures must be followed.

Plats and easements for the two easement acquisitions necessary for the project are underway and meetings with property owners to negotiate the acquisitions will be scheduled upon receipt of the appraisals. Title commitments have been received. Ameren and AT&T have been contacted and locations for relocating each of their utility poles has been identified and staked. Work continues completing the construction plans and specifications.

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.

We have been coordinating with the contractor and providing information they may need to get started. 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 exterior of the well building and the security fence have been completed. Contractors are continuing interior drywall, painting, electrical, and plumbing work.

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. Patching is scheduled to begin on April 1st, weather permitting, and is anticipated to last from 4 to 6 weeks. The replacement of the Median will follow and will start at the south end of the project area and move north. While we will experience lane closures, IDOT will ensure all lanes are open the weekend and days of the solar eclipse.

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. Design of the project is underway.

ENGINEER'S REPORT

Forsyth; March 28, 2024 Board Meeting

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

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

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.

The project is proceeding on schedule. Blasting and repainting of the first claricone has been completed and is awaiting sampling tests. The interior of the second filter has been repainted and is curing before the media can be replaced. The contractor is now completing exterior spot painting of the claricones and filters before moving on to blasting claricone number 2.

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.

Work has started on the project plan which is required for an IEPA Loan application.

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 of work will commence once weather breaks in the spring, tentatively planned for April 15, 2024.

Project 8811 – Pavement Striping Design & Bid
This project consists of 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. Chastain has met with Village Staff and design in underway.

Project 8812 – Prairie at Talon Intersection Design & Bidding
This project consists of field work, coordination with utilities, engineering design, quantity calculations and schedules, engineered plans and specifications, bidding documents and special provisions, and bid letting and award for the complete reconstruction of the intersection at Talon Lane and Prairie Lane in Grayhawk Addition. It does not include construction observations services. The survey has been completed and design is underway.

Project 8813 – Grayhawk 1st Addition Pavement Patching and Gutter Repairs Design and Bidding Services
This project is the second phase of necessary patching in Grayhawk. Scope of work includes the patching review and layout, quantity calculations and schedules, plan sets, specifications, bidding documents and special provisions, bid letting, and award of bids. Patching review and coordination with Village Staff is underway.

Project 8821 – Parking Lot A Reconstruction
This project consists of redesigning Parking Lot A in Forsyth Park to include storm drainage. Survey work is complete and design is underway.

Project 8822 – Mall Path Rehabilitation
This project consists of designing repairs for the Mall Path, located behind the mall between Hickory Point Road and Weaver Road. Chastain has coordinated with Village staff and walked the path to identify patching needs and other repairs. Design is underway.

Library Director's Report

Village Board Meeting

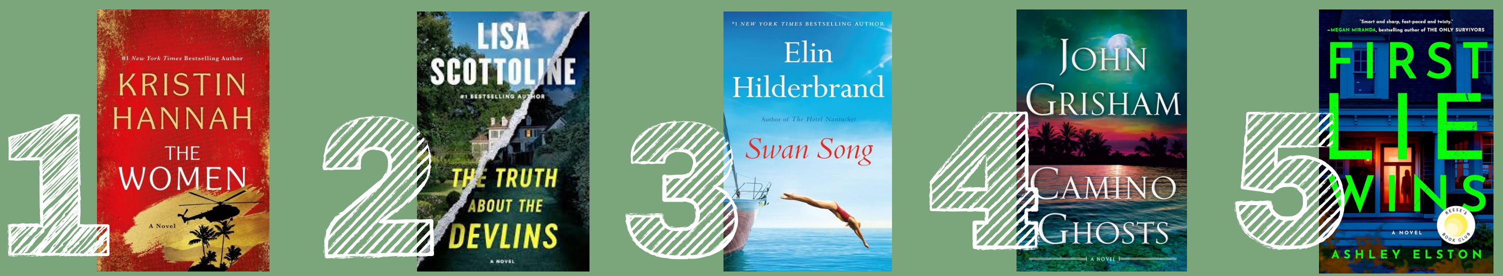
April 2, 2024

Library Updates:

- Huffman Cabinets will be installing the Library's new Coffee Bar cabinetry over the weekend. This will give a more permanent home to our usual coffee offerings and allow us to use that space for smaller programs and meetings. Come check it out during our Open House on April 8!
- The new Community Room furniture has been ordered, and we're looking forward to putting it to great use with a wide range of programming fun.
- Art programs continue to extremely popular at the library. We had a full house for Sea Glass Bird Art on March 25 and are planning for an adult water color painting class on April 20.
- I recently submitted a Community Arts Access grant application to the Decatur Arts Council to provide funding support for a resin art program planned for this summer. Their support will allow us to offer a unique program that would normally be cost-prohibitive.
- Just Jane: A Visit with Jane Austen on March 26 was well-received by an appreciative audience, and the tomato growing workshop led by the U of I Extension Office on March 28 was at full capacity.
- Kids continue to have fun exploring the library as part of our library-wide scavenger hunt to earn a special egg prize.
- On April 4, the Audubon Society will be presenting a special Backyard Birds presentation.
- The Library is collaborating with Village staff to host an eclipse viewing party on Monday, April 8. Beginning at 11 AM, community members can pick up solar eclipse glasses, information packets, and a special treat.
- Later that same day, we will also be hosting our Library Open House from 4-6 PM. We invite the entire community to tour the new FPL Historical Archives, see the unveiling of our new coffee bar & expanded large print collection, preview our Summer Programming schedule, participate in kids' activities, enjoy refreshments, and so much more!
- The final Bingo session of the spring will be held on April 9. We will take the summer off and resume in the fall.
- On April 13, families are invited to participate in the kid-friendly Concrete Garden Story Stroll, and kids' take-and-make craft kits are available starting on April 16.

Melanie Weigel, Director

MOST REQUESTED ITEMS BY FORSYTH PATRONS IN MARCH



Village of Forsyth
301 South Route 51
Forsyth, IL. 62535
(217) 877 – 9445
www.forsyth-il.gov

Public Works Report 3-27-24

Parks:
* Playground Equipment scheduled to be installed starting on April 1 at the Montezuma Pocket Park. Oakland, Jacobs Way to follow.
* HS / Travel ball field preps have begun.
* Disc Golf tourney on March 23rd sounds like a success, course was mowed, sticks and debris removed and really looked good.
* 123 Batting cages will need carpet installed to one of the two cages.
* Chastain had surveyors out doing design work on Parking Lot A.
* Started filling trail cracks on the north part of the system.
* All Park bathrooms are open, except fields 123. They are the hardest to heat with portable heaters.

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 portion of the main park equipment.
Fields 1,2,3 fencing, scoreboards.
Pickleball court wind screen.
Open 123 bathrooms, weather permitting.

Village:
* We maintained the Village Hall, the Library, and other property / easements throughout the Village.
* We worked on permits, ordinances, inspections, and concerns.
* Assisted Library with light remodels.
* Road pothole patching, still some out there.
* Street sweeping twice a week.
* Limb program has started.

Village to do list:
* Continue with Fiber Optic locate re-marks and new service install locates.
* Prairie Winds new construction locates.
* Assist the state contractors with Route 51 road work.
* Golf Cart inspections.
* MS4 requirements completed.

Village Priorities for the upcoming few weeks:
Grayhawk I, II, Avalon, and trail system walkthrough for upcoming design.

Building Inspection Priorities:
Inspect and monitor progress of Starbucks / 5 Below construction.
Prairie Winds Home Construction permitting, reviews, inspections.
Planning & Zoning, Ordinance reviews.

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Water Treatment Plant / Sewer:
* Continued with meeting monthly / annual IEPA sampling and analysis requirements.
* High Service pump #1 top bearing failed. Out for repair.

Water / Sewer to do list is:
* Install new RAW and Finished Water Flow Meters, with calibrations (will be performed during ARPA Project).
* Annual Consumer Confidence Report will be coming out in April.

Water / Sewer Priorities:

ARPA project is to refurbish all our filters, which includes removing old filter media and replacing with new, sandblasting 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: Filters #3 and #4 have been returned to service. Filters #1 and #2 have been sandblasted and painted inside and spot painted outside. Agitators and nozzles will be replaced following expiration of the paint cure time (April 4). New filter media will follow.

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 Change Order 2B has been approved, sandblasting and painting has been completed. Cone #1 is expected to be back in service on April 28 following consecutive satisfactory coliform samples. Cone #2 will be brought down for maintenance, inspection, and possible sandblasting / painting next week (April 1).

ARPA project also includes spot painting the Heli-Carb Tank exterior and to inspect the interior, once shut down and cleaned.
Note: #1 Heli-Carb Tank interior painting (change order 1) has been completed and is expected to be back in service on April 28 following consecutive satisfactory coliform samples. Heli-Carb Tank #2 will be brought down for maintenance, inspection, and possible sandblasting / painting next week (April 1).

Lastly, the ARPA project also includes spot painting water plant piping.
Note: spot painting preps and paint applications are underway.

Thanks, Darin – Public Works Director, Forsyth, Illinois

OLD BUSINESS

ITEM 1

MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Jeremy Buening, P.E., S.E.
Date: March 28, 2024
cc: Ms. Jill Applebee, Village Administrator
Mr. Darin Fowler, Public Works Director
Re: Avalon Boulevard Reconstruction Rebidding Services

Honorable Mayor and Trustees,

Chastain recommends this project be rebid as an asphalt pavement in conjunction with Prairie at Tallon and the Grayhawk projects. We feel this is likely to reduce the unit prices for all of that work and provide the Village with overall savings when compared to bidding the work separately with different material types.

When comparing the construction cost of concrete pavement vs, asphalt pavement, we anticipate a potential savings of $50,000 to $75,000 overall for the project depending on unit prices at the time bids are received. These numbers are estimated based on historical bid prices and are not guaranteed.

We estimate engineering fees to change the material type in the plans and bid documents from concrete to asphalt will cost $7,500. The cost to rebid this project separately from the other projects would be approximately $2,500 for coordination, and opening bids regardless of the material type selected. This amount could be saved if the work is combined with other projects. The Village budgeted $10,000 to rebid this project in 2024. We recommend approval of the contract to proceed with construction.

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.

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

OLD BUSINESS

ITEM 2

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: April 2, 2024
Subject: Investment Policy

As discussed last meeting, staff came up with some "pros and cons" of using a broker. Please see information attached. Also included are two articles that Dave Wendt has shared.

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

Investing in Certificates of Deposit (CDs) through brokers can have both advantages and disadvantages. Here are some of the pros and cons:

Pros:

Convenience: Investing in CDs through brokers can be convenient because it allows investors to manage multiple investments from a single platform. Investors can buy and sell CDs alongside other investment products without having to deal directly with multiple banks or financial institutions.

Diversification: Brokers often offer access to a wide range of CDs from different banks, allowing investors to diversify their CD investments across various terms and interest rates. This diversification can help spread risk and potentially enhance overall returns.

Research and Comparison: Brokers typically provide tools and resources that enable investors to research and compare different CD options. This can help investors find CDs with competitive interest rates, terms, and features that align with their investment goals.

Liquidity: While CDs are generally considered to be less liquid than other investments due to early withdrawal penalties, investing through brokers may provide some liquidity benefits. Brokers may offer secondary markets or options to sell CDs before maturity, providing investors with an avenue to access funds if needed, albeit potentially at a loss.

Cons:

Fees: Brokers may charge fees or commissions for buying and selling CDs. These fees can eat into investment returns, particularly for investors with smaller investment amounts or shorter investment horizons.

Limited Selection: Although brokers offer access to multiple CDs, the selection may still be limited compared to investing directly with banks or credit unions. Some banks may offer special promotions or higher interest rates on CDs that are not available through brokers.

Complexity: Investing in CDs through brokers adds an additional layer of complexity to the investment process. Investors may need to navigate through different platforms, understand brokerage terms and conditions, and manage accounts across multiple institutions.

Interest Rate Risk: Like all fixed-income investments, CDs are susceptible to interest rate risk. If interest rates rise after purchasing a CD, investors may miss out on higher rates available in the market. Conversely, if interest rates fall, investors may benefit from locking in higher rates with longer-term CDs, but they may face opportunity costs if they need to sell CDs before maturity to reinvest at higher rates.

Early Withdrawal Penalties: While CDs offer a fixed interest rate for a specified term, early withdrawal penalties can erode returns if investors need to access funds before maturity. Investing through brokers does not exempt investors from these penalties, and they should carefully consider liquidity needs before committing funds to CDs.

In summary, investing in CDs through brokers offers convenience, diversification, and access to research tools but may come with fees, limited selection, and added complexity. Investors should carefully weigh these factors against their investment objectives and risk tolerance before choosing to invest in CDs through brokers.

Broker fees for investing in CDs can vary depending on the brokerage firm and the specific terms of the investment. Here are some typical broker fees that investors may encounter:

<u>Transaction Fees:</u> Some brokerages charge a fee for each CD transaction, such as buying or selling a CD. Transaction fees can vary widely among brokerages and may be a fixed dollar amount or a percentage of the transaction value.

<u>Account Maintenance Fees:</u> Certain brokerages may charge account maintenance fees, also known as annual or monthly fees, for managing CDs within the brokerage account. These fees are typically charged regardless of whether any transactions occur during the period.

<u>Early Redemption Fees:</u> If investors sell a CD before its maturity date, they may incur early redemption fees. These fees are imposed by the brokerage or the issuing bank and are designed to discourage early withdrawals. Early redemption fees are often expressed as a certain number of months' interest or a percentage of the withdrawn amount.

<u>Brokerage Commissions:</u> Some brokerages charge commissions on CD transactions, especially for brokered CDs purchased on the secondary market. Commissions are typically calculated as a percentage of the transaction amount.

<u>Wire Transfer Fees:</u> Investors may incur fees for transferring funds into or out of their brokerage accounts, especially if transferring large sums of money via wire transfer. These fees can vary depending on the brokerage and the type of transfer.

<u>Inactivity Fees:</u> Some brokerages impose fees if there is no activity in the account over a certain period. This fee is charged to maintain the account and cover administrative costs.

<u>Advisor Fees:</u> If investors work with a financial advisor or broker to manage their investments, they may incur advisory fees based on a percentage of assets under management or a flat fee structure.

It's important for investors to carefully review the fee schedule and terms of service provided by their brokerage firm before investing in CDs. Understanding the fee structure can help investors make informed decisions and avoid unexpected charges that may impact investment returns. Additionally, investors should compare fees across different brokerages to find the most cost-effective option for their investment needs.

The percentage of broker fees can vary widely depending on the brokerage firm, the type of investment, and the specific terms of the transaction. Here's a general overview of the range of broker fees you might encounter:

<u>Transaction Fees:</u> Transaction fees for buying or selling CDs through a broker typically range from 0% to 2% of the transaction amount. Some brokerages may charge a flat fee per transaction instead of a percentage.

<u>Commissions:</u> Commissions on CD transactions can vary, but they often range from 0% to 1% of the transaction amount. Commissions may be higher for brokered CDs purchased on the secondary market compared to CDs issued directly by banks.

Early Redemption Fees: Early redemption fees, if applicable, are usually expressed as a certain number of months' interest or a percentage of the withdrawn amount. These fees can vary depending on the terms of the CD and may be imposed by the brokerage or the issuing bank.

Account Maintenance Fees: Account maintenance fees, if charged by the brokerage, are typically assessed annually or monthly and may be based on the value of assets held in the account. These fees can range from a few dollars to a percentage of the account balance.

Wire Transfer Fees: Wire transfer fees for transferring funds into or out of a brokerage account vary depending on the brokerage and the type of transfer. Fees can range from a flat fee to a percentage of the transaction amount.

Inactivity Fees: Inactivity fees, if charged by the brokerage, are typically assessed if there is no activity in the account over a certain period. These fees can range from a few dollars to a percentage of the account balance.

Advisor Fees: If investors work with a financial advisor or broker to manage their investments, advisor fees are usually based on a percentage of assets under management or a flat fee. Advisor fees can range from around 0.5% to 2% of assets under management annually, depending on the services provided.

source:
https://www.nerdwallet.com/article/banking/brokered-cds?trk_location=ssrp&trk_query=brokered%2520CD&trk_page=1&trk_position=0

Brokered CDs: How They Work

Brokered CDs are provided through brokerages and issued by banks. They're like regular CDs, but you can trade them.

By Spencer Tierney
Updated Jul 13, 2023
Edited by Sara Clarke

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What is a brokered CD?

A brokered certificate of deposit is like a standard CD that is offered by a brokerage instead of a bank. A CD, whether at a bank or brokerage, is a type of savings account that requires an upfront deposit for a fixed period at a fixed rate.

Brokered CDs, specifically, are CDs provided through brokerages and issued by banks. Like regular CDs, they're federally insured in case of a bank failure and can contribute to stable returns. But they differ from bank CDs in several ways. Here's what to know.

Brokered vs. bank CD: 2 big differences

1. Brokered CDs can be traded on a secondary market. With a bank CD, to withdraw money before a term ends, you typically must pay an early withdrawal penalty. But with a brokered CD, to withdraw money early, you have to sell the CD. There's no penalty for doing so, but selling involves some risk, since a CD may lose value when sold. This is especially true when interest rates for new CDs are on the rise, generally because there will be less buyer demand for the CD you bought at a lower rate (with less return) than newer CDs with higher rates (and more return).

Being able to trade a brokered CD is not a guarantee since the secondary market can be limited based on market conditions and availability. Generally, CDs, including brokered CDs, that are held until maturity fit into the cash investments portion of a person's overall portfolio. (Learn more about how much to put into CDs.)

2. Brokered CDs generally pay interest at a regular frequency, such as monthly or semiannually (or at maturity, depending on the CD term and brokerage), and interest isn't compounded as it is with bank CDs. That can be a hassle since you have to reinvest interest in a different account.

When to consider brokered CDs over bank CDs

You have a brokerage account and want CDs from different banks in one account. Popular brokerage firms offer CDs from many banks, so you're able to compare and select rates from a wider variety of CDs than one bank provides.

You want longer terms than bank CDs typically offer. Brokered CDs can have terms of up to 20 or 30 years, depending on the brokerage and the rate environment, while bank CD terms generally go up to five years, though some banks have terms up to 10 years. The availability of longer terms can be handy for locking in a rate before rates drop. On the flip side, being locked into rates in a rising rate environment can mean missing out on higher rates.

You need FDIC insurance beyond one bank's limit. A bank CD has federal insurance of up to $250,000 per customer at an insured bank, but a brokerage account can hold CDs from multiple banks. This makes it easy to protect amounts that go beyond one bank's FDIC limit.

» Want an easy way to compare? See our list of best CD rates

When to consider bank CDs over brokered CDs

You want a simpler way to earn interest. Taking out a bank CD is a similar process to opening a regular savings account; buying brokered CDs is more complex. Some of the terms you'll find when buying CDs on online brokerage platforms, such as "call protection," "coupon," "bid" and "ask," may be unfamiliar to those who haven't traded investments before.

You want interest to compound automatically. With brokered CDs, you have to reinvest interest in a different account to compound interest, which may also be an automatic process but your interest isn't benefiting from your CD's rate.

You prefer an easier way to access CD funds early, if necessary. A bank CD typically has an early withdrawal penalty, which can be several months' to years' worth of interest, and you can decide if that fee is worth getting the money out before the term's maturity. With a brokered CD, the only way to get money out is by selling. And brokered CDs are like bonds in that when they're being traded, their value can change based on the interest-rate environment — so you could lose money. Plus, some brokerages tack on a trading fee when you sell CDs. (For more access to funds, see the best high-interest savings accounts.)

» Get a closer look at bank CDs vs. bonds

Buying a brokered CD: the details

Brokerages let you buy them in two ways: as new issues and from the secondary market. New-issue CDs are what the brokerage offers to you directly in its listing of CDs from various banks. They're CDs available to buy for the first time. Issues in the secondary market are from people selling their brokered CDs. Many popular brokerages offer an online platform for buying CDs.

To buy these CDs, you need a brokerage account. This is the container for the financial products you have at a brokerage, including any stocks, bonds, CDs and other assets. (Learn more in our guide to brokerage accounts.)

Minimum deposits: Brokerages generally set a minimum investment amount for a brokered CD, such as $1,000, as well as minimum increments. For example, you might only be able to put money into a CD in $1,000 increments. Fidelity provides fractional CDs that allow for increments at a lower minimum, starting at $100. (Learn more about Fidelity CD rates.) Banks often have minimum deposit amounts for their CDs too, but no minimum increments requirement.

Fees: Like bank CDs, brokered CDs don't have monthly fees, and if you're getting a new issue, there's generally no upfront cost. However, a brokerage might add a fee for trading CDs on the secondary market, and the brokerage account might have its own costs. (See common fees.)

Callable vs. noncallable CDs: With a "callable" CD, the issuing bank may end — or "call" — the CD before its maturity date, which it might do if interest rates are dropping. You get back the original deposit and the interest you earned up to that point. In exchange, callable CD rates tend to be higher than noncallable rates. If you want to ensure you get the full return you're expecting, noncallable CDs are a safer bet.

» Are your funds diversified? Learn more about asset allocation

Compare at a glance: brokered vs. bank CDs

	Brokered CD	**Bank CD (or Traditional CD)**
Issuer	**Bank or credit union.**	**Bank or credit union.**
Where you get it	**Brokerage firm.**	**Bank or credit union.**
Typical terms	**1 month to 20 years.**	**3 months to 5 years.**
Rate of return: Current examples	Fidelity CD rates include:	Current high-yield CD rates include:

	Brokered CD	Bank CD (or Traditional CD)
	• 1-year CD: 5.15%. • 5-year CD: 5.00%.	Popular Direct Bank: • 1-year CD: 5.20% APY. • 5-year CD: 4.35% APY. **See another example**
When do I typically receive interest?	**In regular installments**, such as monthly or semiannually, until the brokered CD matures; or at maturity, depending on the brokerage policy and CD term.	**Once the CD matures.** This lets you take advantage of compound interest. (See what you could earn with our CD calculator.) Depending on the bank, you could receive regular interest payments instead.
	There's potential risk of losing value if you're	**An early withdrawal penalty** tends to be several

See CD rates by term and type

Compare the best rates for various CD terms and types:

- Best CD rates overall.
- Best 3-month CD rates.
- Best 6-month CD rates.
- Best 1-year CD rates.
- Best 3-year CD rates.
- Best 5-year CD rates.
- Best no-penalty CD rates.
- Best IRA CD rates.

How do CDs work?

Learn more about choosing CDs, understanding CD rates, and opening and closing CDs.

For choosing CDs:

- CD calculator.
- Are CDs worth it?
- CDs vs. regular savings accounts.
- CDs vs. money market accounts.

For understanding CD rates:

- Current CD rates.
- Historical CD rates.
- What 2023 Fed rate increases mean for CDs.

For opening CDs:

- Opening a CD account in 5 steps.
- What is a CD ladder?
- How to invest in CDs: 3 strategies.
- How much to put in CDs.

For closing CDs:

- When your CD matures: What to know.
- CD early withdrawal penalty: What to know.
- CD early withdrawal penalty calculator.

See CD rates by bank

Here's a quick list of CD rates at traditional and online banks and a brokerage:

- Ally Bank CD rates.
- Bank of America CD rates.
- Capital One CD rates.
- Chase CD rates.
- Discover Bank CD rates.
- Fidelity CD rates.
- Marcus CD rates.
- Synchrony Bank CD rates.
- Wells Fargo CD rates.

About the author

Spencer Tierney

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Spencer Tierney is a writer and NerdWallet's authority on certificates of deposit. His work has been featured by USA Today and the Los Angeles Times. Read more

DIVE EVEN DEEPER IN BANKING

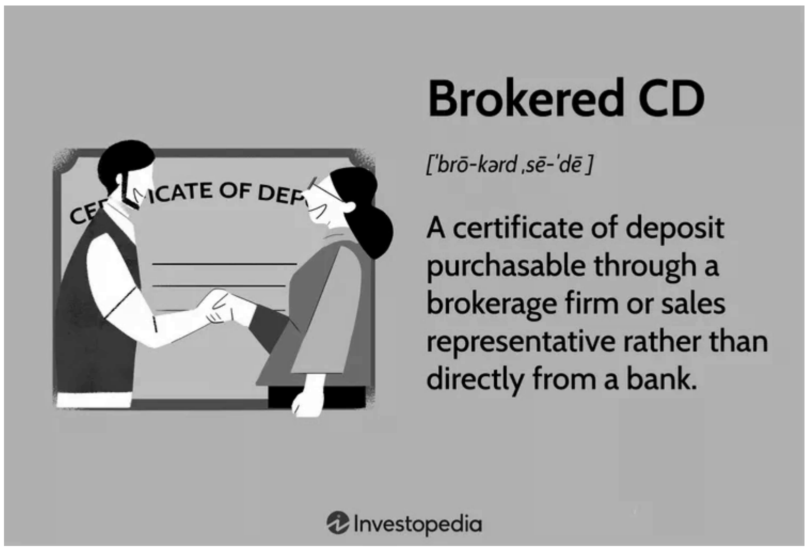
BANKING   CERTIFICATE OF DEPOSITS (CDS)

Brokered CD Definition, Pros/Cons, Other Types

By JAMES CHEN Updated February 14, 2024

Reviewed by CHARLES POTTERS

Fact checked by BETSY PETRICK



Investopedia / Jake Shi

What Is a Brokered Certificate of Deposit (CD)?

A brokered certificate of deposit (CD) is a CD that an investor purchases through a brokerage firm or from a sales representative other than a bank. Although the bank still initiates the CD, it outsources selling it to firms offering incentives to attract new investors. The broker invests a considerable sum with a bank, then sells off that investment in smaller pieces to a variety of investors as brokered CDs.

KEY TAKEAWAYS

- A brokered CD is a CD that an investor purchases through a brokerage firm or sales representative rather than directly from a bank.
- A bank still initiates a brokered CD but outsources selling it to firms that are trying to find potential investors.
- Brokered CDs typically yield more than regular CDs because they are in a more competitive market.
- Brokered CDs generally offer much more flexibility than traditional bank CDs.

Understanding Brokered CDs

Brokered CDs generally command a higher yield than bank CDs, as they are in a more competitive market. The broker has invested a large sum with the bank, and that generates more interest than smaller amounts. As with all CDs, holders receive the full principal with interest at maturity.

In general, CDs are savings certificates. While many retail banks offer CDs, they are more complex than other financial services, such as checking and savings accounts. CDs will have a fixed maturity date and fixed interest rate. They can be issued in any denomination and may have minimum investment requirements. The holder of a CD cannot access the funds until the maturity date of the investment without paying a penalty. However, brokered CDs can usually be sold on the secondary market.

CDs are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per individual at each bank. [1] Brokered CDs are technically not FDIC-insured. However, the broker's underlying CD purchase from the bank is insured. That makes it essential to buy them from a financially sound company.

On the plus side, a broker often has investments in multiple CDs from different banks. Wealthy investors can spread their money among brokered CDs from various banks, with a $250,000 FDIC insurance limit for each bank. This strategy is much easier than actually opening accounts at several banks and often more profitable than buying U.S. Treasury bonds.

For example, brokered CDs can have much longer terms than bank CDs, up to 20 to 30 years in some cases.

The secondary market for brokered CDs also makes it much easier to get money out early. There is no actual penalty for selling on the secondary market, but there is sometimes a small sales fee.

If interest rates fall, you may even be able to make a profit when selling a brokered CD before it reaches maturity.

Brokered CDs also frequently have higher yields than standard bank CDs. Given the inherently low risk of most short-term CDs, that is a substantial advantage.

Disadvantages of a Brokered CD

The flexibility of brokered CDs can make it easier for investors to make mistakes. In particular, buying a long-term brokered CD exposes investors to interest rate risk. A 20-year brokered CD can decrease substantially in price if an investor has to sell it on the secondary market after a few years of rising interest rates.

There is a different risk when interest rates fall. Many brokered CDs are callable CDs, so the issuer will probably want to call it and refinance if interest rates go down.

> **Important:** Brokered CDs can be much riskier than traditional bank CDs if investors are not careful.

Some investors rely on the penalties attached to early CD withdrawals to keep them from spending the money on consumer goods. Brokered CDs cannot provide this discipline because they can be sold on the secondary market.

Interest earned on a brokered CD is not compounded, as it is with a bank CD.[2] If you want compound interest from brokered CDs, you must reinvest your earnings in another account.

Brokered CD vs. Bull CD

A brokered CD should not be confused with a bull CD. A bull CD’s interest rate correlates directly with the value of its underlying market index, which makes it a market-linked CD. Investors in many bull CDs are guaranteed a minimum rate of return, as well as a specified percentage of gains by a market index. The interest rate a holder of a bull CD receives increases as the value of the market index rises.

Brokered CD vs. Bear CD

By contrast, a bear CD’s interest rate moves in the opposite direction of the value of its underlying market index. In this scenario, the interest rate paid on the CD increases only if the underlying market index decreases. Investors will select bear CDs primarily for speculating and hedging.

can help to offset losses elsewhere.

Brokered CD vs. Yankee CD

Similar to a Yankee bond, a Yankee CD is issued by a branch or agency of a foreign bank in the United States to American investors. The selling, however, is not outsourced to a second party, as with a brokered CD. A Yankee CD is denominated in U.S. dollars. Many foreign companies choose to raise capital from U.S. investors by issuing Yankee CDs.

Are Brokered CDs FDIC Insured?

The answer is a little tricky: Brokered CDs are technically not FDIC-insured. However, the broker's underlying CD purchase from the bank is insured. That makes it essential to buy them from a financially sound company. CDs are insured by the Federal Deposit Insurance Corporation up to $250,000 per individual at each bank. [1]

Are Brokered CDs Better Than Bank CDs?

That depends on your financial needs. Brokered CDs often have higher yields than standard bank CDs [2]. Also, brokered CDs generally offer more flexibility than traditional bank CDs. For example, brokered CDs can have much longer terms than bank CDs, up to 20 to 30 years in some cases.

How Are Bank CDs Better Than Brokered CDs?

Buying a long-term brokered CD exposes investors to interest rate risk. A 20-year brokered CD can decrease substantially in price if an investor has to sell it on the secondary market after a few years of rising interest rates. There is a different risk when interest rates fall. Many brokered CDs are callable CDs, so the issuer will probably want to call it and refinance if interest rates go down.

The Bottom Line

Brokered CDs may be something to consider for your investing portfolio. They differ from regular CDs. A bank still initiates a brokered CD but outsources selling it to firms that are trying to find potential investors. Brokered CDs typically yield more than regular CDs because they are in a more competitive market. Brokered CDs generally offer much more flexibility than traditional bank CDs. The flexibility of brokered CDs can make it easier for investors to make mistakes, so read the fine print.

ARTICLE SOURCES ▾

LIVE

PART OF

Certificate of Deposit (CD) Guide

CURRENTLY READING

Brokered CD Definition, Pros/Cons, Other Types

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UP NEXT

Callable Certificate of Deposit (CD): What it Means, How it Works

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Yankee Certificate of Deposit (CD): What it Means, How it Works

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Related Terms

Uninsured Certificate of Deposit: What It is, How it Works, FAQs

An uninsured certificate of deposit is a CD that is not insured against losses. more

Types of Specialty Certificates of Deposit (CDs) Explained

Specialty CDs offer features such as the ability to add to the principal or avoid early withdrawal fees. Some options offer more flexibility but may have lower rates than standard CDs. more

Fixed-Rate Certificate of Deposit (CD): What It Is, How It Works

A fixed-rate certificate of deposit (CD) is a low-risk investment instrument that has a set interest rate over its entire term. more

No-Penalty Certificate of Deposit (CD): What It Is, How It Works

A no-penalty certificate of deposit, also known as a liquid CD, allows investors to make early withdrawals without paying a penalty. But it also pays lower interest rates. more

Money Markets: What They Are, How They Work, and Who Uses Them

The money market refers to trading in very short-term debt investments. These investments are characterized by a high degree of safety and relatively low rates of return. more

Negotiable Certificate of Deposit (NCD): Definition and Risk

A negotiable certificate of deposit is a CD with a minimum face value of $100,000. more

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Certificates of Deposit Pros and Cons

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Are CDs Worth It?

INVESTMENT POLICY

A. Scope

This investment procedure applies to all funds of the Village of Forsyth. These funds are accounted for in the Village of Forsyth's annual financial report and include all current funds, and any other funds that may be created from time to time. All transactions involving the Village of Forsyth's funds and related activity of any funds shall be administered in accordance with the provisions of this policy and the canons of the "prudent person rule."

B. Objectives

1. Safety of Principal - Investments shall be undertaken in a manner that seeks to ensure the preservation of principal in the overall portfolio. To attain this objective only appropriate investment instruments will be purchased and insurance or collateral may be required to ensure the return of principal.

2. Liquidity - The Village of Forsyth's investment portfolio shall be structured in such manner as to provide sufficient liquidity to pay obligations as they come due.

3. Return on Investments - The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the risk constraints, the cash flow characteristics of the portfolio and legal restrictions for return on investments.

4. Maintaining the Public's Trust - The investment officers shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the Village of Forsyth, the Board or the Treasurer.

C. Investment Instruments

The Village of Forsyth may invest its funds only in those instruments listed below:

1. Bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued by the United States of America, its agencies and allowable instrumentalities;

   a) Investments in Federal National Mortgage Association issues are limited to short-term discount notes;

2. Interest bearing savings accounts, interest bearing certificates of deposit or interest bearing time deposits, or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act (the "Act");

3. Certificates of deposit with federally insured institutions that are collateralized or insured at levels acceptable to the Village of Forsyth in excess of the $250,000 provided by the Federal Deposit Insurance Corporation or National Credit Union Administration ("NCUA") coverage limit;

4. Collateralized repurchase agreements which conform to the requirements stated in paragraph 2(g) or 2(h) of the Act;

5. The Illinois Public Treasurer's Investment Pool; and any Banking Facility approved by the Village Board of Trustees (list of banks to be reviewed periodically)

6. Any other investment instruments now permitted by the Act or hereafter permitted by reason of amendment of the Act;

7. Investments may be made only in those savings banks, credit unions, or savings and loan associations the shares, or investment certificates of which are insured by the Federal Deposit Insurance Corporation or backed by the NCUA; or

8. Investment products that are considered as derivatives are specifically excluded from approved investments.

D. Diversification

It is the policy of the Village of Forsyth to diversify its investment portfolio. Investments shall be diversified to eliminate the risk of loss resulting in over-concentration in a specific maturity, issuer, or class of securities. Diversification strategies shall be determined and revised periodically by the Treasurer. The diversification shall be as follows:

a) Up to 100% of C.1 or C.5
b) Up to 90% of C.1 or C.3 or
c) Up to 33% of C.4.

E. Collateralization

1. It is the policy of the Village of Forsyth to require that time deposits in excess of FDIC or NCUA insurable limits be secured by collateral or private insurance to protect public deposits in a single financial institution if it were to default.

2. Eligible collateral instruments are any investment instruments acceptable under the Act. The collateral must be placed in safekeeping at or before the time the Village of Forsyth buys the investments so that it is evident that the purchase of the investment is predicated on the securing of collateral.

3. Safekeeping of Collateral

   a) Third party safekeeping is required for all collateral. To accomplish this, the securities must be held at one or more of the following locations:

      i) at a Federal Reserve Bank or its branch office; or

      ii) at another custodial facility in a trust or safekeeping department through book-entry at the Federal Reserve; or

      iii) at an NCUA insured institution in a trust or safekeeping department.

   b) Safekeeping will be documented by an approved written agreement between the Treasurer and the governing board of the bank or credit union that complies with FDIC or NCUA regulations. This may be in the form of a safekeeping agreement.

   c) Substitution or exchange of securities held in safekeeping for the Village of Forsyth can be approved by the Treasurer, (or in the absence of the Treasurer, the Administrator or Mayor) and only if the market value of the replacement securities is equal to or greater than the market value of the securities being replaced.

   d) The Treasurer (or in the absence of the Treasurer, Administrator or Mayor) may release or add securities held in safekeeping for the Village of Forsyth when necessary.

F. <u>Safekeeping of Securities</u>

1. Third party safekeeping is required for all securities. To accomplish this, the securities must be held only at one or more of the following locations:

   a) at a Federal Reserve Bank or its branch office;

   b) at another custodial facility, which shall be a trust or safekeeping department through book-entry at the Federal Reserve, unless physical securities are involved;

   c) in an insured account at a primary reporting dealer; or

d) at an NCUA insured financial institution.

2. Safekeeping will be documented by an approved written agreement between the Treasurer and the holder of the securities. This may be in the form of a safekeeping agreement, trust agreement, escrow agreement or custody agreement.

3. Original certificates of deposits may be held by the originating bank or credit union. A safekeeping receipt will be acceptable documentation.

G. Qualified Financial Institutions and Intermediaries

1. Depositories - Demand Deposits

a) Any financial institution selected by the Village of Forsyth shall provide normal banking services, including, but not limited to: checking accounts, wire transfers and safekeeping services.

b) The Village of Forsyth will not maintain funds in any financial institution that is not a member of the FDIC system or the NCUA program. In addition, the Village of Forsyth will not maintain funds in any institution that does not first agree to post required collateral for funds or purchase private insurance in excess of FDIC or NCUA insurable limits and in amounts acceptable to the Village of Forsyth.

c) To qualify as a depository, a financial institution must furnish the Treasurer with copies of the latest two statements of condition which it is required to furnish to the Comptroller of Currency as the case may be. While acting as a depository, a financial institution must continue to furnish such statements to the Treasurer within 45 days of the end of each quarter.

d) Fees for banking services shall be mutually agreed to by an authorized representative of the depository bank and the Treasurer. Fees for services shall be substantiated by a monthly account analysis.

e) Each financial institution acting as a depository for the Village of Forsyth must enter into a depository agreement with an authorized Village of Forsyth official that incorporates this policy by reference.

2. Banks and Savings and Loans - Certificates of Deposit

Any financial institution selected to be eligible for the Village of Forsyth’s competitive certificate of deposit purchase program must:

a) provide wire transfer and certificate of deposit safekeeping services;

b) be a member of FDIC or NCUA system and be willing and capable of posting required collateral or private insurance for funds in excess of FDIC or NCUA insurable limits and in amounts required by the Village of Forsyth; and

c) meet at all times the financial criteria as established in the investment procedures of the Village of Forsyth.

The Treasurer shall maintain a list of financial institutions authorized by the Board and shall annually review the list.

3. Intermediaries

Any financial intermediary selected to be eligible for the Village of Forsyth's competitive investment program must:

a) provide wire transfer and deposit safekeeping services;

b) maintain appropriate federal and state registrations for the type of business in which they are engaged;

c) provide an annual audit upon request;

d) maintain an office within the State of Illinois and be licensed to conduct business in this State; and

e) be familiar with the Board's policy and accept financial responsibility for any investment not appropriate according to the policy.

H. <u>Management of Program</u>

1. The Treasurer is authorized to purchase and sell investments, authorize wire transfers, authorize the release of pledged collateral, and to execute any documents required under this policy:

These documents include:

a) Wire Transfer Agreement;

b) Depository Agreement;

c) Safekeeping Agreement;

d) Custody Agreement; and

e) Collateral Agreement.

2. Management responsibility for the investment program is hereby delegated to the Treasurer who shall establish a system of internal controls. The Treasurer shall be responsible for all transactions undertaken.

3. The wording of agreements necessary to fulfill the investment responsibilities is the responsibility of the Treasurer who shall periodically review them for their consistency with Village of Forsyth policy and State law and who shall be assisted in this function by Village of Forsyth legal counsel and auditors. These agreements include but are not limited to:

a) Wire Transfer Agreement;

b) Depository Agreement;

c) Safekeeping Agreement;

d) Custody Agreement; and

e) Collateral Agreement.

4. The Treasurer may use financial intermediaries, brokers, and/or financial institutions to solicit bids for securities and certificates of deposit. These intermediaries shall meet the criteria set forth in Section G(3) above and shall be approved by the Board.

5. All wire transfers made by the Treasurer shall require a secondary authorization by the Mayor or Administrator.

I. Performance

The Treasurer will seek to earn a rate of return appropriate for the type of investments being managed given the portfolio objectives defined in Section B of this document for all funds. In general, the Treasurer will strive to earn an average rate of return equal to or greater than the U.S. Treasury Bill rate for a given period of time for the average weighted maturity of the Village of Forsyth's investments.

J. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Further, except as permitted under Section 3.2 of the Public

Officer Prohibited Practices Act, no officer involved in the investment process shall have any interest in, or receive any compensation from, any investments in which the Village of Forsyth is authorized to invest, or the sellers, sponsors or managers of those investments.

K. Indemnification

Investment officers and employees of the Village of Forsyth acting in accordance with this Investment Procedure and such written operational policies as may be established by the Village of Forsyth, and who otherwise exercise due diligence and act with reasonable prudence, shall be relieved of personal liability for an individual security's credit risk or market changes.

L. Reporting

The Treasurer shall submit to the Board a monthly Treasurer's Report, which shall include information regarding a summary of fund balances, expenses and revenues. Generally accepted accounting principles shall be used for valuation purposes. The report shall indicate any areas of policy concern and suggested revisions of investment strategies, if any.

M. Amendment

This procedure shall be reviewed from time to time by the Treasurer with regard to the procedure's effectiveness in meeting the Village of Forsyth's needs for safety, liquidity, rate of return, diversification, and general performance. Any substantive changes will be reported to the Board.

OLD BUSINESS

ITEM 3

NEW BUSINESS

ITEM 1

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: April 2, 2024
Subject: Clean Up Days

We received this email from Waste Management on 3/22/24. This is far above what we had budgeted for. The event is scheduled for May 6-10. Mr Schaab (author of email) is planning on attending our meeting.

Good morning,

Thank you for your inquiry concerning the annual curbside cleanup event for the Village. Due to the continuing expansion of automated services, curbside cleanup events are becoming more difficult to stage with rear loaded collection vehicles as we migrate to sideloaded vehicles.

Due to the fleeting and manpower requirements WM is providing these services on a cost-plus-disposal basis. The most recent events in the Decatur district were based on an hourly rate of $ 475.00 per hour for a rear load vehicle and two drivers. Disposal for the most recent event and for Spring 2024 events is set at $ 77.00 per ton.

Last year's event required a total of 49.54 hours of truck and operators time and collected 48.43 tons of materials. Based on the hourly rate and disposal fees stated above, truck and operator charges would be calculated at $ 23,531.50 and disposal at $ 3,729.11 for an event total of $ 27,260.61.

We understand that this is a significant increase over previous event expenses, and we look forward to discussing options and alternatives at your convenience.

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

NEW BUSINESS

ITEM 2

Mayor Peck and the Board of Trustees,

This month, while working on Filters #3, #4 turbidity system, I noticed an obvious vibrating sound coming from the high-speed service pump area. Walking over to that area, I began to feel the vibration. The #1 high-speed service pump motor checked fine for heat, but the vibration was noticeable. After further investigation, you could see a failure in the top bearing of the high-speed service pump. I immediately shut down high-speed service pump #1.

We had Decatur Industrial Electric (DIE) remove both the high-speed pump and motor and directed them to take the pump and motor back to DIE and to perform diagnostic testing to pinpoint the failure.

Decatur Industrial Electric found the motor to be sound and the pump top bearing and housing to have failed. The high-speed pumps are nearly 20 years old and in 2023, the two pumps pumped ~190.1 million gallons of water from the water plant to the Village.

DIE quoted to repair / replace the top and bottom high-speed pump bearings and to repair any damages to the pump housing for $24,026.36, with a lead time of 6 weeks.

DIE also quoted to purchase a new high-speed pump at $43,400.00, with a 22 week lead time.

We also reached out to Bodine Electric for a repair quote and a new pump quote, we have not received a quote as of 3-27-24/1630.

Village Staff recommends that DIE repair the pump for $24,026.36, with a 6 week lead time.

We also recommend waiting for Bodine Electric to provide a quote for a new pump. Once 2 quotes are received, we recommend purchasing a new pump, as it is 22 weeks out once ordered and the other pump is 20 years old. More to follow on cost once the additional quote has been received.

We budgeted $40,000 in Water 51-00-512 Equipment Maintenance Service, in which we have, as of February 29, 24 … $40,000 left.

We also budgeted $80,000 in Water 51-00-612 Equipment Maintenance Supply, in which budgeted money to purchase spares. We have, as of February 29, 24 … ~$75,690 left.

Thanks, Darin Fowler – Forsyth Public Works

NEW BUSINESS

ITEM 3

Intergovernmental Cooperation Agreement (IGA) Empowering The Decatur Urbanized Transportation Study (DUATS)
2024

This document is made to provide the frame-work for multiple government entities to continue the longstanding and successful cooperative intergovernmental framework previously created for the purpose of coordinating transportation, land use and other related infrastructure planning in the Decatur Metropolitan Planning Area (MPA).

WITNESSETH THAT

WHEREAS 23 U.S.C. Section 134 requires that each urbanized area with a population of 50,000 or more, as a condition to the receipt of Federal capital, transportation or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS the Governor of Illinois has designated the Macon County Regional Planning Commission (MCRPC) as the Metropolitan Planning Organization (MPO) responsible for carrying out the 23 U.S.C. Section 134 and 49 U.S.C. Section 5303 planning requirements for the area in cooperation with the State; and

WHEREAS the MCRPC oversaw the Decatur Urbanized Area Transportation Study (DUATS) as it performed comprehensive transportation planning for the MPA, in accordance with the above said Federal laws between 1964 and 2006; and

WHEREAS by Intergovernmental Agreement, said comprehensive transportation planning activities and the Lead Agency role were formally transferred to the City of Decatur, IL, Department of Economic & Urban Development, now the Department of Development Services, on March 21, 2006; and

WHEREAS as the City of Decatur's Community and Economic Development Department (Lead Agency) is functionally the MPO for all administrative, planning and transportation related activities within the Decatur MPA,

IT IS NOW, THEREFORE, AGREED AMONG THE PARTIES HEREIN THAT:

Article 1. Name

Upon ratification of this IGA, commonly referred to as the “DUATS Agreement,” by the legislative authorities of the participating entities, including the City of Decatur County of Macon, Village of Forsyth, Village of Mt. Zion, (all in Illinois), and the State of Illinois, a joint transportation planning organization heretofore called the Decatur Urbanized Area Transportation Study, or by the acronym DUATS, is continued with all the purposes, powers and structure set forth below.

This Agreement is a revision of the intergovernmental agreement signed in 2002 and as was amended in 2006 and 2011. This revised Agreement shall fully replace the original intergovernmental agreement and its amendments, and all future activities of DUATS shall fall under the terms and provisions of this Agreement.

Article 2. Purpose, Duties and Responsibilities of DUATS

DUATS is continued in order to perform and carry out continuing, cooperative and comprehensive transportation planning process for the Decatur MPA in accordance with applicable Federal laws, policies and procedures, with the cooperation and assistance of its members and the U.S. Department of Transportation (USDOT). Unless otherwise specified by the subsequent amendments to 23 U.S.C. 134 and 49 U.S.C. 5303, DUATS shall:

2.1 Provide a forum for cooperative transportation and related planning and decision-making, and establish a public involvement process that ensures opportunities for early and continued involvement of local governmental units, transit operators, special interest groups and the general public in the review and evaluation of all transportation plans and programs;

2.2 Formulate, approve and periodically update a multi-modal transportation plan, called the Long-Range Transportation Plan (LRTP) for the Metropolitan Planning Area which shall conform to applicable federal requirements and schedules to make more efficient use of existing and proposed transportation systems and limited funding resources;

2.3 Formulate and approve the Transportation Improvement Program (TIP) for the Metropolitan Planning Area, which shall cover a period of not less than 4 years and be in substantial conformity with the LRTP;

2.4 Comply with applicable federal, state, and local laws, policies, and federal requirements regarding transportation planning and programming;

2.5 Formulate and approve annually a transportation work program which shall identify the transportation-related planning activities funded with state and federal financial aids and technical assistance to be provided, including transit planning and programming, in accordance with the provisions of this Agreement; and

2.6 Formulate or develop other planning and project development activities necessary to address transportation and transportation related issues in the area.

2.7 Develop a planning process that takes into account the ten (10) planning factors contained in Bipartisan Infrastructure Law (BIL), with principal focus on safety, security, operations and maintenance and environmental mitigation, through a performance-driven, outcome-based approach all in an open atmosphere intent on seeking public opinion, their involvement and participation in the planning process.

Article 3. Organization, General Powers and Duties

3.1 DUATS shall consist of a Policy Committee, a Technical Committee, and other standing or temporary or special purpose committees as needed to carry out the duties and functions of DUATS;

3.2 DUATS planning shall be guided by the Policy Committee, which shall have final authority over all matters within the jurisdiction of DUATS;

3.3 The Technical Committee shall be established for the purpose of providing technical advice and recommendations to the Policy Committee and conducting or overseeing the technical planning functions and duties of DUATS;

3.4 For administrative and planning purposes, the City of Decatur's Economic and Community Development is designated as the Lead Agency which shall continue unless changed by the Policy Committee;

3.5 For the purposes of administration, coordination and supervision, the Study Director of DUATS shall be the Director of Economic and Community Development or his/her designee. Unless otherwise changed by the Policy Committee, the DUATS Study Director shall be an employee of the Lead Agency. The Study Director may appoint or hire such employees as is necessary to provide such planning and public service as may be within the budget as approved annually by the Policy Committee;

3.6 The State of Illinois, Department of Transportation and the member entities of DUATS shall assist the Lead Agency and the Study Director in securing data and source materials necessary for the effective accomplishment of the transportation planning process;

3.7 The signatories to this agreement shall cooperatively develop and share information related to the development of an Annual Listing of Obligated Projects (Annual Listing) and financial plans that support the LRTP and yearly TIP.

Article 4. Committee Membership

The standing committees of DUATS include the Policy Committee and Technical Committee.

4.1 The Policy Committee shall be representative of general-purpose units of government within the MPA, with an emphasis on those within the Urbanized Area. The Policy Committee at this time shall consist of the following jurisdictions:

- Macon County;
- City of Decatur;
- Village of Forsyth;
- Village of Mt. Zion; and
- IDOT District 7.

4.2 The Technical Committee shall consist of several representatives from transportation planning or implementing agencies whose responsibility in whole or in part is within the MPA. Unless changed by the Policy Committee, the Technical Committee shall consist of the person holding the following positions or his/her representative:

- County Engineer, Macon County Highway Department;
- Executive Director, Decatur Park District;
- Programming Engineer, IDOT, District 7;
- Director of Public Works, Village of Forsyth;
- Director of Public Works; City of Decatur
- Director of Public Works, Village of Mt. Zion;
- Planner, City of Decatur; and
- Transit Director, City of Decatur/Decatur Public Transit System.

Article 5. Powers and Duties of the Policy Committee

5.1 The Policy Committee shall have the authority to enact by-laws governing or directing the activities and procedures of DUATS and expanding the terms of this Agreement, provided such by-laws do not conflict with the terms of this agreement;

5.2 The DUATS Policy Committee and IDOT shall jointly share the responsibility for developing and maintaining the transportation plans and programs as required by state and federal law. To the extent possible and depending upon state and federal appropriations, IDOT shall make funding available to DUATS for the purpose of carrying out these responsibilities;

5.3 Subject to approval of the Policy Committee, DUATS is empowered to receive grants, loans, gifts, bequests and funding from Federal, State, and local units of government, and from public and private sources. All said funding shall be coordinated annually through the Unified Work Program (UWP);

5.4 The Policy Committee shall endorse and maintain the transportation plan, the Unified Work Program (UWP) the Transportation Improvement Program (TIP) and any amendments to the TIP.

5.5 The Policy Committee shall direct and oversee the planning process to ensure the following is in accordance with applicable Federal laws: involvement of appropriate public and private transportation providers; non-discrimination on the basis of age, race, income, color or national origin; appropriate involvement of minority business enterprises, women owned enterprises, handicapped owned business enterprises; and maintenance adequate plans and provisions for the transportation-handicapped.

5.6 Subject to approval by the Policy Committee, DUATS is empowered to enter into contracts and agreements with units of Federal, State, and local government, private corporations, not-for-profit organizations, partners and individuals for purposes within the authority of DUATS; and

5.7 The Annual Listing should be shared with the Policy & Technical Committees as informational as to what projects had federal obligation in the previous federal fiscal year. The Annual Listing shall include all federally funded projects authorized or revised to increase obligations in the fiscal year being reported and shall specify the type of work, termini of the project, the length of the project, the responsible agency, the amount of Federal funds requested in the TIP, the amount of Federal funds obligated during the report year, and the amount of Federal funds remaining and available for obligation in subsequent years.

5.8 The Policy Committee shall be responsible for other duties assigned by DUATS by-laws.

Article 6. Powers & Duties of the Lead Agency & Study Director

6.1 The Study Director shall supervise and coordinate the activities of DUATS and act as the administrative and financial agent for DUATS;

6.2 The Lead Agency shall be responsible for the administrative and adjunct services of DUATS, including record keeping, correspondence, local funding disbursement and management, document maintenance, general information dissemination to the public, and other supportive services to and directed by the DUATS Committees;

6.3 The Lead Agency shall schedule meetings, prepare agendas, issue notices, prepare minutes and generally ensure that all meetings are conducted in accordance with the Illinois Open Meetings Act;

6.4 The Lead Agency shall provide preliminary assurance, as needed, of matching funds sufficient to capture available State and Federal subsidies available for transportation planning purposes (with actual match to be provided by agencies or entities using said funds); and

6.5 After approval by the Policy Committee, the Lead Agency shall enter contracts, as needed, with IDOT to capture and utilize funding available for transportation planning purposes.

6.6 Other member agencies may provide assistance to the Lead Agency as needed.

Article 7. Equal Opportunity Assurance

The participants of this Agreement hereby certify that as a condition of receiving Federal assistance to conduct transportation-planning activities, the participants will ensure:

- The intent of Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d-1) which states, "No person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance," is met;

- DUATS will compile, maintain, and submit in a timely manner Title VI information as required by FTA Circular 4702.1A and in compliance with the U.S. Department of Transportation's Title VI regulation, 49 CFR Part 21.9; and

- DUATS will make it known to the public that any person or persons alleging discrimination on the basis of age, race, income, color, or national origin, as it relates to the provision of transportation services and transit-related benefits, may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation.

Article 8. Severability

If any one or more of the provisions of this Agreement, or subsequent by-laws which may be added to direct or govern the activities of DUATS, or subsequent application thereof are declared unconstitutional or contrary to law by a court of competent jurisdiction, such ruling shall not affect any other provision of this Agreement not specifically included in such rulings or which can be given effect without the unconstitutional or invalid provision or application; and to this end, the provisions of this Agreement are declared severable.

Article 9. Ratification, Amendment and Termination

The Mayors, Village Presidents, Chairmen or Directors of the Cities, Villages, County, and IDOT shall ratify, amend or terminate this Agreement, as appropriate, when so empowered by official action of the appropriate member organization(s).

All amendments to this Agreement shall be made in the same manner as initial ratification.

This Agreement shall become effective upon ratification and shall supersede agreements for cooperative transportation and related planning in the Decatur Metropolitan Planning Area.

This Agreement shall remain in force continuously and shall be automatically renewed on each succeeding June 30th following initial ratification unless a member presents written notice of intention to terminate the Agreement at least three (3) months prior to the annual automatic renewal date. Regardless of the above, this Agreement may be amended at any time upon unanimous mutual consent of the members.

Article 10. Effect on Previous Actions, Policies and Plans

In as much as DUATS has been in existence and has conducted transportation planning for the Decatur Urban Area since 1964 under the Macon County Regional Planning Commission, this Agreement is intended to reestablish the authority of DUATS as a separate entity to continue the transportation and related planning activities for the Decatur Metropolitan Planning Area. In that regard, all plans, policies, procedures, studies, resolutions and other official actions previously adopted or established by and through the DUATS organization in existence prior to this Agreement, and not in conflict with this Agreement, shall continue to remain in effect until further definitive action is taken by DUATS to add to, alter, or nullify all or any part of said previous official actions. Further, any policies, resolutions or official actions or part thereof in conflict with the terms of this Agreement are hereby repealed to the extent of their conflict or inconsistency.

NOW THEREFORE BE IT RESOLVED, that the governmental entities, herein, approved this Agreement on the date specified and hereby agree to abide by all procedures, policies and requirements contained herein and as applicable by Federal and State law, and

BE IT FURTHER RESOLVED, that approval of this Agreement by the State shall become effective immediately and shall supersede all previous agreements in the continuing, cooperative, and comprehensive transportation planning process for the Decatur Metropolitan Planning Area.

CITY OF DECATUR

Approved on the __________ day of
_________________________, 2024

____
Mayor

____
City Clerk

COUNTY OF MACON

Approved on the __________ day of
_________________________, 2024

____
County Board Chair

____
County Clerk

VILLAGE OF FORSYTH

Approved on the ___________ day of
_________________________, 2024

____
Mayor

____
Village Clerk

IL. DEPT. OF TRANSPORTATION

Approved on the ___________ day of
_________________________, 201____

____
Region 4 Engineer

VILLAGE OF MT. ZION

Approved on the __________ day of
_________________________, 2024

____
Mayor

____
Village Clerk

NEW BUSINESS

ITEM 4

VILLAGE OF FORSYTH
PRIDE & PROGRESS

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Ryan Raleigh, Director of Planning and Zoning
Date: February 15, 2024
Subject: Utility Truck Purchase

The Village has budgeted $40,000 to purchase a new utility truck to replace an aging truck. The Village staff has received 2 quotes to help in the decision-making process. It is difficult to get apple-to-apple comparisons as dealerships can typically only offer what they have in their supply. Therefore, each truck may have different options which will affect the prices.

Bob Ridings
2024 Ford F150 2WD Regular Cab $36,498

Miles Chevrolet
2024 Chevrolet 1500 Silverado 2WD Regular Cab $38,465

It is the recommendation of the Public Works staff that we purchase the F150 from Bob Ridings.

If you need anything further regarding this or any other matter, please do not hesitate to contact me.

Thank you!

NEW BUSINESS

ITEM 5

MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Jeremy Buening, P.E., S.E.
Date: March 28, 2024
cc: Ms. Jill Applebee, Village Administrator
Mr. Darin Fowler, Public Works Director
Re: Forsyth Park Playground – Playground and Accessible Ramp Improvements

---

Honorable Mayor and Trustees,

We have prepared a contract for proposed playground improvements within Forsyth Park. Our proposal is for an estimated $30,800. The scope of work includes survey, design, construction plans, and bidding for a new playground and associated accessible ramp to replace the existing playground located within Forsyth Park. The final deliverable for the Village will be a design through bidding which will construct an ADA compliant ramp up the hill to the new playground, as well as a design for the pour-in-place surfacing. Drainage design was not included as it is assumed to outlet the new play surface down the proposed sled hill. Additionally, we are anticipating the need for structural assistance should the design require handrails and retaining walls due to the distance between the parking lot and top of the hill. We recommend approval of the contract in order to proceed with design and construction this year.

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


Stevens Creek
Tennis Courts
Playgrounds
Forsyth Park
Main pavilion
PROJECT AREA
Forsyth Park Conssesion
Stand And Bathrooms
Forsyth Pkwy
Forsyth Pkwy
Forsyth Pkwy
Forsyth Pkwy
W Weaver Rd
W Weaver Rd

SCOPE OF SERVICES

Forsyth Park Playground – Forsyth Park, Forsyth, IL

A. Partial Topographic Survey

1. Minimal Topographic Survey of the existing playground, pavilion perimeter pavement, and parking lot edge elevations for site design and planning purposes of a proposed playground and accessible ramp, including the following:
   a. Location of paved and unpaved surfaces and other physical features (sidewalks, building, pavement, etc).
   b. Trees and bushes within the project limits.
   c. Location of visible public utilities, manholes, utility poles and boxes, etc.
   d. Manhole inspection for pipe information (type, size, direction, & invert elevations).
   e. Pictures of existing site conditions.
   f. Process survey data.

B. Civil Site Design & Plans

1. Project Description: Design and plans for civil site related items for the removal and replacement of the existing playgound located north of Diamonds 1, 2, & 3 in Forsyth Park. This work shall also include grading of the proposed playground surface and accessible ramp from the existing parking lot up to the playground and existing pavilion elevation. All work to be done shall meet the Village of Forsyth's zoning ordinance.
2. Client Coordination
   a. Does not include any on-site or virtual meetings during design. If meetings are required, then these will be charged at an hourly rate.
3. Site Design
   a. Cost does <u>not</u> include design associated with any proposed lighting, handholes, electrical work, etc. that may be required.
   b. Cost does <u>not</u> include design of any stormwater detention for playground and sidewalk improvements.
4. Site Grading Design
   a. Assumes grading of the proposed playground surface, sidewalk(s), and accessible ramp.
5. Site Utility Design
   a. Design of storm sewer underdrains to be built under the proposed playground surface, assuming a poured in place playground surfacing is used. Assumes underdrains to daylight to the west/northwest of the playground site, if possible.

6. Structural Design
   a. Design and details required for proposed accessible ramp and associated handrails due to the elevation difference between the existing parking lot and existing/proposed playground.
7. Plan Sheets
   a. Cover Sheet
   b. General Notes & Specifications
   c. Topography/Removal Plan
   d. Site Plan
   e. Stormwater Pollution Prevention Plan
   f. Utility Plan
   g. Grading Plan
   h. Detail Sheet(s) - as needed

   * Does <u>not</u> include Landscaping Plan, assumes existing landscaping located on site meets Village Ordinance.

   * Assumes official Village of Forsyth Site Plan Submittal <u>not</u> required.

C. <u>Bid Assistance</u>

1. Client coordination
2. Assistance in the preparation of bid documents for the removal and replacement of the existing playground located north of Diamonds 1, 2, & 3 in Forsyth Park; including an accessible ramp from the existing parking lot up to the playground and existing pavilion elevation. This work includes:
   a. Project Manual front end documents and specifications.
   b. Bid Advertisement at a minimum through the Decatur Herald & Review.
   c. Respond to RFI's and prepare addendums as needed; assume minimal.
   d. Hold/Attend Prebid Meeting, assume via Microsoft Teams (online).
   e. Hold/Attend Bid Opening, assume located at Chastain's office.
   f. Bid analyzation and recommendation letter.
   g. Attend Village Board Meeting.

D. <u>Total Overall Project Estimated Time and Material Cost</u>

Partial Topographic Survey	$1,400.00
Civil Site Design & Plans	$22,400.00
Bid Assistance	$7,000.00
Total	**$30,800.00**

E. <u>Items not included in the scope of work that can be included for an additional fee:</u>

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

1. Storm and/or Sanitary sewer pump stations
2. Structural inspections
3. IEPA Water or Sanitary Permitting or design
4. IEPA Notice of Intent (NOI) for Construction
5. Stormwater Detention calculations and design
6. Site Electrical or Lighting design and plans
7. Landscaping design and plans
8. Village of Forsyth Plan Submittal
9. Variances, Rezoning, Annexation, etc.
10. Traffic Studies
11. Archaeological Surveys
12. Full Site Boundary and Topographic Survey
13. Signed and Sealed Plat of Boundary and Topographic Survey
14. Subdivision Plat (Minor or Major or PUD adjustment)
15. Easements (i.e. utility, ingress/egress, etc.)
16. Construction Assistance / Observation
17. Shop Drawing Review
18. Construction Staking
19. Record Drawings

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS
SERVICE | SOLUTIONS | COMMITMENT ™

AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT DATA:

DATE OF AGREEMENT: 4/2/2024

JOB NUMBER: enter text

PROJECT NAME: Forsyth Park - ADA Playground

LOCATION: Decatur, Illinois

START DATE: 04/02/2024

ESTIMATED COMPLETION DATE: 06/30/2024

CLIENT: Village of Forsyth

CLIENT CONTACT: Jill Applebee

BILLING ADDRESS: 301 South Route 51, Forsyth, Illinois 62535

CLIENT PHONE NUMBER: (217) 877 - 9445

BILLING EMAIL ADDRESS: japplebee@forsyth-il.gov

SCOPE OF SERVICES: See attached.

FEE BASIS:

☐ Lump Sum Amount enter text

☒ Estimated Cost (figured on time and material basis) NTE: $30,800.00

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 6

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: April 2, 2024
Subject: Playground surfacing

Attached you fill find the surfacing proposal for the playgrounds.

In the 2024 budget book under capital fund, we have $500,000 budgeted for New Playground Equipment 30-00-837. We budgeted $500,000 for the installation, $266,270.00 for all the new playground equipment, allowed for the surfacing of $115,112.05 (Forsyth Park), and allowed for surfacing another $115,112.05 for all other parks. This proposal is $25,866.72

They have listed which surfacing areas are quoted at each site on the proposal.
The only quote we still have not created is for the unitary surfacing at Village Park

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

Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX
www.cunninghamrec.com

03/27/2024
Quote #
169509-01-01

Villages of Forsyth - EWF Surfacing (5 Parks)

Village of Forsyth
Attn: Jill Applebee
P.O. Box 80
Forsyth, IL 62535
Phone: 217-877-9445
japplebee@forsyth-il.gov

Ship to Zip 62535

Quantity	Part #	Description	Unit Price	Amount
654	EWF	GT-Impax - Engineered Wood Fiber Safety Surfacing (CY)- 5 Park Locations Montezuma Park - N. MacArthur Rd (3,278sf/162cy playground & swing area) Avalon Park - 396 Avalon Blvd (3,108sf/154cy playground only) James Court Park - James Court (3,198sf/158cy playground & swing area) Oakland Park - N. Oakland Ave (1,964sf/90cy playground only) Jacobs Way Park - 722 Gunnar Lane (1,964sf/90cy playground only)	$23.68	$15,486.72
Contract: OMNIA	#2017001134		**Sub Total**	$15,486.72
			Freight	$10,380.00
			Total	**$25,866.72**

Comments

Surfacing shipping to each site location. Customer is responsible for meeting the truck for delivery and unloading. A forklift may be required to unload material.

Surfacing Only; Installation **NOT** included.

Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX
www.cunninghamrec.com

03/27/2024
Quote #
169509-01-01

Villages of Forsyth - EWF Surfacing (5 Parks)

GAMETIME - TERMS & CONDITIONS:

- **PRICING: Due to volitile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.**
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than $5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.).** Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed. **Any order exceeding $300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT: Standard Lead time is 10-12 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.

Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX
www.cunninghamrec.com

03/27/2024
Quote #
169509-01-01

Villages of Forsyth - EWF Surfacing (5 Parks)

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): ______________________________ Title: ______________________________

Telephone: ______________________________________ Fax: ______________________________

P.O. Number:______________________________________ Date: ______________________________

Purchase Amount: **$25,866.72**

SALES TAX EXEMPTION CERTIFICATE #:________________________

(PLEASE PROVIDE A COPY OF CERTIFICATE)

____ ____

Salesperson's Signature Customer Signature

BILLING INFORMATION:

Bill to: ____

Contact: ____

Address: ____

Address: ____

City, State: ______________________________ Zip: ____________

Tel: ________________________ Fax: ________________________

E-mail: ____

SHIPPING INFORMATION:

Ship to: ____

Contact: ____

Address: ____

Address: ____

City, State: ______________________________ Zip: ____________

Tel: ________________________ Fax: ________________________

E-mail: ____

Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
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www.cunninghamrec.com

03/27/2024
Quote #
169509-01-01

Villages of Forsyth - EWF Surfacing (5 Parks)

OMNIA CONTRACT - TERMS & CONDITIONS:

- **LEAD AGENCY:** City of Charlotte, NC - RFP No. 269-2017-028, awarded 5/08/2017.
- **AWARDEE (VENDOR):** Playcore Wisconsin, Inc d/b/a GameTime
- **CONTRACT NUMBER:** 2017001134 incorporating Amendments 1 thru 13.
- **TERM OF CONTRACT:** 7/01/17 to 7/01/22 (5 years). Extended two-year renewal to 7/30/24 via Amendment 12.
- **PRICING:** Varies. Refer to Discount Schedule and Price Lists (Contract Exhibit A). USC Contract pricing is valid through December 31, of each calendar year. Pricing is subject to change with lead agency approval and contract amendment. Request updated pricing when purchasing from quotes more than 30 days old.
- **VOLUME DISCOUNTS:** Large purchases are eligible for additional discounts as follows: 5% when the net US Communities discounted total for standard GameTime play structure components is $50,000 to $75,000; 10% when that total is $75,000 to $100,000 and 15% when that total exceeds $100,000.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than $5,000. Payment by VISA, MasterCard, or AMEX is accepted. Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **MINIMUM ORDER:** All purchases, $500.00 with one exception for replacement parts.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is 4-6 weeks after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

NEW BUSINESS

ITEM 7

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: April 2, 2024
Subject: 122 Shadow Ridge

Anthony Facchinello (137 Shadow Ridge) and John Althoff (122 Shadow Ridge Ct) have submitted a final plat for a minor subdivision for approval in accordance with Development Ordinance 11.5 122 Shadow Ridge Court is directly behind 137 Shadow Ridge Blvd.
Mr. & Mrs. Fachinello have a strip of property (.039 acres) they are acquiring from Mr. and Mrs. Althoff. They have submitted all the required documents to the county as well.

I would like to discuss what other options you are interested in proposing to him.

MACON COUNTY
141 S MAIN ST
DECATUR, IL 62523

COMBINATION OR DIVISION OF TAX PARCELS FOR 2024

Date 01/03/2024 **Request taken by** JW

Applications are reviewed for approval by the Supervisor of Assessments and the Planning & Zoning Administrator in your jurisdiction. This will ensure resulting parcels conform to applicable zoning regulations and meets the requirements for combining and/or dividing parcels for property taxes. **Copies of deeds and surveys are required.**

Both departments must approve this form in order to process the request.

To be completed by the Macon County Supervisor of Assessments Office:

Original acreage 0.7 New acreage ______ Lot size ______

Parcels to be combined or divided 07-07-09-451-018 / NEW SPLIT

All real estate taxes have been paid for the tax year of 2023 and all prior years as of 2022.

Notes COMBO OF HOME AND STRIP Approval JW

To be completed by the Planning and Zoning Department: County______City______Village X

The Planning and Zoning Department recommends this application to be:

Approved ______ Denied ______ Zoning type ______

______ Date ______
Planning & Zoning Administrator

Owner's Name FACCHINELLO ANTHONY J Phone number ______
Please print
Address 137 SHADOW RIDGE BLVD
City FORSYTH State IL Zip Code 62535
Signature ______ Date 01/03/2024

719-640-3361 tonyfacchinello@gmail.com

Lot lines are not changed through this process and therefore must comply with the zoning ordinance and all other local standards. Lot lines can only be changed through the subdivision plat process.

Macon Co., Illinois
S.S. by Mary A. Eaton, Recorder
Book: 4968 Page: 640
Receipt #: 137782 Recording Fee: $63.00
Doc#: 2015086 RHSP: $18.00
Pages Recorded: 1 Authorized By Mary A. Eaton
Date Recorded: 8/17/2023 11:35:55 AM

Quit Claim Deed

Mail Tax Statement To:
(Name & Address)
Anthony J & Ruth
Facchinello
137 Shadow Ridge Blvd
Forsyth, IL 62535

Name of Grantor(s):
John and Marybeth Althoff

For and in consideration of :Ten Dollars ($10.00) and other good & valuable consideration

in hand paid, conveys and quit claims to: **Name & Address of Grantee(s)**
Anthony J & Ruth Facchinello 137 Shadow Ridge Blvd
Forsyth, IL 62535

A part of Lot Eleven (11) of Shadow Ridge Estates, as per plat recorded in Book 5000 on Page 68 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois and more particularly described as follows:

Beginning at a point on the Southeasterly line of said Lot Eleven (11), said point also being the Southeasterly corner of Lot Eighteen (18) of said Shadow Ridge Estates; thence South 44 degrees 06 minutes 48 seconds West, (Bearings are based on the Illinois State Plane Coordinate System – East Zone (NAD 83)(2011)), along the Southeasterly line of said Lot Eleven (11), a distance of 10.00 feet; thence North 45 degrees 51 minutes 04 seconds West, a distance of 170.00 feet; thence North 44 degrees 06 minutes 48 seconds East, a distance of 10.00 feet to a point on the Northeasterly line of said Lot Eleven (11); thence South 45 degrees 51 minutes 04 seconds East, along said Northeasterly line, a distance of 10.00 feet to the Southwesterly corner of said Lot Eighteen (18); thence continue South 45 degrees 51 minutes 04 seconds East, along the Northeasterly line of said Lot Eleven (11), a distance of 160.00 feet to the Point of Beginning.

Said parcel contains 0.039 acres, more or less.

Which is situated in the county of Macon**, in State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this state.**

Documentary Stamp
Exempt under provisions of Paragraph E **Section 31-45, Property Tax Code (35 ILCS 200/31-45)**
8/17/2023 Marybeth Althoff
Date **Buyer, Seller, or Representative**

Dated this 17th **day of** August **20**23

John Althoff John Althoff
Marybeth Althoff Marybeth Althoff

STATE OF ILLINOIS)
COUNTY OF MACON) ss

The foregoing instrument was acknowledged before me this 17th **day of** August **20**23 **by** Casey Danbury **for the purposes therein set forth, including the release and waiver of the right of homestead.**

C Danbury
Notary Public

OFFICIAL SEAL
CASEY DANBURY
NOTARY PUBLIC, STATE OF ILLINOIS
MACON COUNTY
MY COMMISSION EXPIRES 05/05/2025

MARY A. EATON
Recorder
(Seal)

This instrument was prepared by Marybeth Althoff 122 Shadow Ridge Ct
(Name) **(Address)**
Forsyth, IL 62535

FUHRMANN ENGINEERING, INC.
1401 Regency Drive East, Suite B, Savoy, Illinois 61874
Tel (217)620-9828 www.fuhrmann-eng.com

FUHRMANN ENGINEERING

July 11, 2023

Mr. John Althoff
122 Shadow Ridge Court
Forsyth, IL 62535

RE: Boundary Survey
122 Shadow Ridge Court
Forsyth, IL 62535
Tax Parcel No: 07-07-09-451-011
Job No. 23-2147 Extra Work

Dear Mr. Althoff:

I have enclosed 3 full size (11" x 17") copies of the Plat of Survey for your property located as 122 Shadow Ridge Court, Forsyth, Macon County, Illinois. The Plat of Survey also shows the Parcel 1 area (10' x 170') of original Lot Eleven (11) as instructed. I understand this Parcel 1 area is for your use in selling this area to the owner of Lot 18. All property corners have been found or set as shown on the enclosed Plat of Survey. The Plat of Survey has been recorded with the Macon County Recorder's Office. Also attached is our Invoice which includes all work for services.

Please call if you have any questions.

Sincerely,

Ronald W. Lamb

Ronald W. Lamb, PLS

RWL rh

Encl.

Legal Description

A part of Lot Eleven (11) of Shadow Ridge Estates, as per plat recorded in Book 5000 on Page 68 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois and more particularly described as follows:

Beginning at a point on the Southeasterly line of said Lot Eleven (11), said point also being the Southeasterly corner of Lot Eighteen (18) of said Shadow Ridge Estates; thence South 44 degrees 06 minutes 48 seconds West, (Bearings are based on the Illinois State Plane Coordinate System – East Zone (NAD 83)(2011)), along the Southeasterly line of said Lot Eleven (11), a distance of 10.00 feet; thence North 45 degrees 51 minutes 04 seconds West, a distance of 170.00 feet; thence North 44 degrees 06 minutes 48 seconds East, a distance of 10.00 feet to a point on the Northeasterly line of said Lot Eleven (11); thence South 45 degrees 51 minutes 04 seconds East, along said Northeasterly line, a distance of 10.00 feet to the Southwesterly corner of said Lot Eighteen (18); thence continue South 45 degrees 51 minutes 04 seconds East, along the Northeasterly line of said Lot Eleven (11), a distance of 160.00 feet to the Point of Beginning.

Said parcel contains 0.039 acres, more or less.

PLAT OF SURVEY

LOT ELEVEN (11) OF SHADOW RIDGE ESTATES, AS PER PLAT RECORDED IN BOOK 5000 ON PAGE 68 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

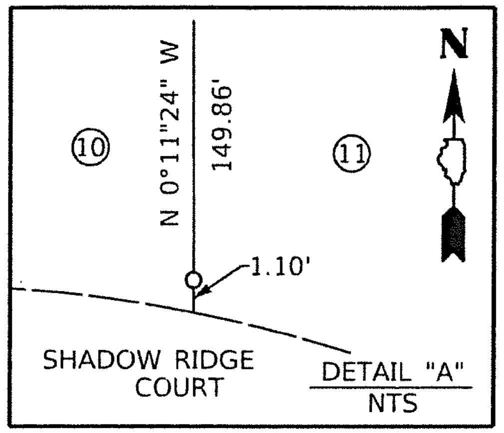
SAID PARCEL CONTAINS 0.856 ACRES MORE OR LESS.

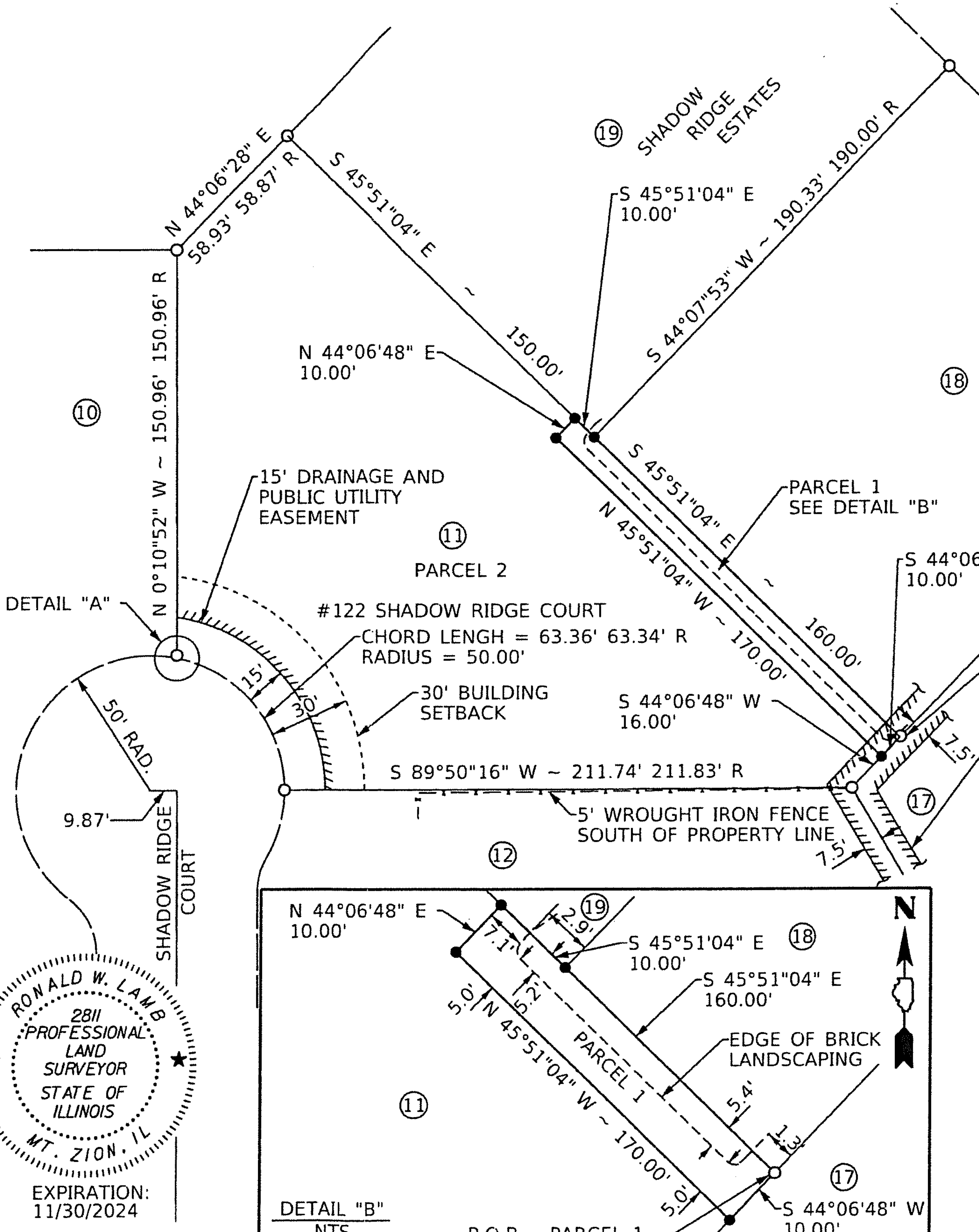
REFERENCE DOCUMENTS
WARRANTY DEED BOOK 4844 PAGE 879
SHADOW RIDGE ESTATES PLAT BOOK 5000 PAGE 68

N

0 25 50
SCALE IN FEET
1" = 50'

BEARINGS ARE BASED ON IL. STATE PLANE-EAST ZONE (NAD 83)(2011)





LEGEND

- PROPERTY LINE
- ORIGINAL LOT LINE
- 121.45' MEASURED DIMENSION
- 121.65' R RECORDED DIMENSION
- FOUND IRON PIN OR PIPE
- SET ⅝ INCH IRON PIN
- ORIGINAL LOT NUMBER
- FOUND WOOD POST
- SET MAG NAIL
- R.O.W. LINE
- EASEMENT
- BUILDING SETBACK LINE
- EDGE OF LANDSCAPING
- FENCE LINE
- BUILDING FOOTPRINT
- SAME OWNERSHIP SYMBOL

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

I, RONALD W. LAMB, HEREBY CERTIFY THAT I AM AN ILLINOIS PROFESSIONAL LAND SURVEYOR IN COMPLIANCE WITH THE LAWS OF THE STATE OF ILLINOIS AND THAT IN THE MONTH OF NOVEMBER 2022 I MADE A SURVEY OF THE DESCRIBED PROPERTY AND THE FOREGOING PLAT REPRESENTS THE RESULTS OF SAID SURVEY.

Ronald W. Lamb 7/10/2023

RONALD W. LAMB DATE
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002811
FUHRMANN ENGINEERING, INC.
204 SPITLER PARK DRIVE, MT. ZION, IL. 62549

RONALD W. LAMB 2811 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS MT. ZION, IL

EXPIRATION: 11/30/2024

FUHRMANN ENGINEERING 2852 SOUTH ELEVENTH STREET SPRINGFIELD, IL 62703 (217) 529-5577 WWW.FUHRMANN-ENG.COM FIRM REGISTRATION NUMBER: 184-003252	JOB NO.:	23-2147	FIELDBOOK NO.:	137	CLIENT:	PROJECT LOCATION:	SURVEY TYPE: BOUNDARY	SHEET 1 OF 2
	DRAWN BY:	TKM	PAGE(S):	29-30, 34	JOHN KEVIN ALTHOFF MARYBETH ALTHOFF 122 SHADOW RIDGE COURT FORSYTH, IL 62535	122 SHADOW RIDGE COURT FORSYTH, IL 62535	SEE SHEET 2 OF 2 FOR PARCEL 1 LEGAL DESCRIPTION.	
	DATE:	7/07/2023	CREW:	S4				
	CHECKED BY:	RWL	FIELDWORK DATE:	5/18/2023		TAX ID: 07-07-09-451-011		
	DATE:	7/10/2023	FOLLOW UP:	7/07/2023				

G:\FEIjobs_2023\23-2147 Boundary_122ShadowRidgeCourt_Forsyth_JohnAlthoff\CADD\GeoPak\23-2147 extra PLAT.dgn

PLAT OF SURVEY

LEGAL DESCRIPTION

A PART OF LOT ELEVEN (11) OF SHADOW RIDGE ESTATES, AS PER PLAT RECORDED IN BOOK 5000 ON PAGE 68 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, SITUATED IN MACON COUNTY, ILLINOIS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT ELEVEN (11), SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF LOT EIGHTEEN (18) OF SAID SHADOW RIDGE ESTATES; THENCE SOUTH 44 DEGREES 06 MINUTES 48 SECONDS WEST, (BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE (NAD 83)(2011)), ALONG THE SOUTHEASTERLY LINE OF SAID LOT ELEVEN (11), A DISTANCE OF 10.00 FEET; THENCE NORTH 45 DEGREES 51 MINUTES 04 SECONDS WEST, A DISTANCE OF 170.00 FEET; THENCE NORTH 44 DEGREES 06 MINUTES 48 SECONDS EAST, A DISTANCE OF 10.00 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT ELEVEN (11); THENCE SOUTH 45 DEGREES 51 MINUTES 04 SECONDS EAST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 10.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT EIGHTEEN (18); THENCE CONTINUE SOUTH 45 DEGREES 51 MINUTES 04 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT ELEVEN (11), A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.039 ACRES, MORE OR LESS.

FUHRMANN ENGINEERING
2852 SOUTH ELEVENTH STREET
SPRINGFIELD, IL. 62703
(217) 529-5577
WWW.FUHRMANN-ENG.COM
FIRM REGISTRATION NUMBER: 184-003252

JOB NO.:	23-2147	FIELDBOOK NO.:	137	CLIENT:	PROJECT LOCATION:
DRAWN BY:	TKM	PAGE(S):	29-30, 34	JOHN KEVIN ALTHOFF MARYBETH ALTHOFF 122 SHADOW RIDGE COURT FORSYTH, IL 62535	122 SHADOW RIDGE COURT FORSYTH, IL 62535
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CHECKED BY:	RWL	FIELDWORK DATE:	5/18/2023		
DATE:	7/10/2023	FOLLOW UP:	7/07/2023		

SURVEY TYPE: BOUNDARY

SHEET 2 OF 2

G:\FEIjobs\ 2023\23-2147_Boundary_122ShadowRidgeCourt_Forsyth_JohnAlthoff\CADD\GeoPak\23-2147 extra PLAT.dgn

CLOSED SESSION