AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, ILLINOIS
6:30 P.M.
TUESDAY, OCTOBER 4, 2022
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 SEPTEMBER 20, 2022
2. APPROVAL OF WARRANTS
3. APPROVAL OF MOTOR FUEL TAX COMPLIANCE REVIEW FOR JAN. 1 – DEC. 31, 2021

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. ORDINANCE NUMBER 2022-26 AN ORDINANCE AMENDING THE VILLAGE DEVELOPMENT CODE TO ALLOW SOLAR PANELS SUBJECT TO REGULATIONS (VILLAGE ATTORNEY GREG MOREDOCK)
2. RESOLUTION NUMBER 12-2022 A RESOLUTION APPROVING THE RELEASE OF CERTAIN CLOSED SESSION MEETING MINUTES (VILLAGE ATTORNEY GREG MOREDOCK)
3. DISCUSSION AND POTENTIAL ACTION REGARDING INFORMATION FOR ECONOMIC INCENTIVE PLANS (VILLAGE ADMINISTRATOR JILL APPLEBEE)
4. DISCUSSION AND POTENTIAL ACTION REGARDING KREKELS INCENTIVE LOAN AGREEMENT (VILLAGE ADMINISTRATOR JILL APPLEBEE)
5. DISCUSSION AND POTENTIAL ACTION REGARDING CHANGE ORDER #1 TO DUNN COMPANY FOR THE 2022 ASPHALT REHABILITATION PROJECT (VILLAGE ENGINEER JEREMY BUENING)
6. DISCUSSION AND POTENTIAL ACTION REGARDING CHANGE ORDER #1 TO DUNN COMPANY FOR THE GREENBRIER REHABILITATION PROJECT (VILLAGE ENGINEER JEREMY BUENING)
7. DISCUSSION AND POTENTIAL ACTION REGARDING THE EASTSIDE BIKE PATH MAINTENANCE PROJECT BIDS (VILLAGE ENGINEER JEREMY BUENING)
8. DISCUSSION AND POTENTIAL ACTION REGARDING THE VETERANS POND REPAIR PROJECT BIDDING (VILLAGE ENGINEER JEREMY BUENING)
9. DISCUSSION AND POTENTIAL ACTION REGARDING THE IDOT IMPROVEMENTS TO U.S. 51 (VILLAGE ENGINEER JEREMY BUENING)
10. DISCUSSION AND POTENTIAL ACTION REGARDING THE GRAYHAWK TEST PATCHING (VILLAGE ENGINEER JEREMY BUENING)
11. DISCUSSION AND POTENTIAL ACTION REGARDING BIDDING FOR WELL #7 (VILLAGE ENGINEER JEREMY BUENING)
12. DISCUSSION AND POTENTIAL ACTION REGARDING PE II CONSTRUCTION PLAN PREPARATION AND LAND ACQUISITION SERVICES FOR THE MAROA-FORSYTH GRADE SCHOOL BIKE PATH PROJECT (VILLAGE ENGINEER JEREMY BUENING)

13. DISCUSSION AND POTENTIAL ACTION REGARDING SHADOW RIDGE TRAIL LIGHTING AGENDA (PUBLIC WORKS DIRECTOR DARIN FOWLER)
14. DISCUSSION AND POTENTIAL ACTION REGARDING HUNDLEY ROAD TRAIL LIGHTING AGENDA (PUBLIC WORKS DIRECTOR DARIN FOWLER)

NEW BUSINESS

1. DISCUSSION AND POTENTIAL ACTION REGARDING 2023 BUDGET PLAN AND DATES (VILLAGE ADMINISTRATOR JILL APPLEBEE)
2. DISCUSSION AND POTENTIAL ACTION REGARDING TAX LEVY (VILLAGE ADMINISTRATOR JILL APPLEBEE)
3. DISCUSSION AND POTENTIAL ACTION REGARDING PAY FOR VILLAGE BOARD MEMBERS (VILLAGE ADMINISTRATOR JILL APPLEBEE)
4. DISCUSSION AND POTENTIAL ACTION REGARDING AGGREGATION (VILLAGE ADMINISTRATOR JILL APPLEBEE)

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)(11): Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.
5 ILCS 120/2(c)(21): Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSION

ADJOURNMENT

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, SEPTEMBER 20, 2022 AT FORSYTH VILLAGE HALL

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Staff Present:
Village Administrator Jill Applebee, Village Clerk Cheryl Marty, Village Attorney Greg Moredock, Public Works Director Darin Fowler,

Staff Absent: Village Treasurer Rhonda Stewart, Library Director Steven Ward

Others Present: Chad and Gavin Krekel

CONSENT AGENDA

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF JULY 19, 2022
2. APPROVAL OF WARRANTS
3. APPROVAL OF TREASURER'S REPORT FOR THE MONTH OF JULY 2022

MOTION

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

Motion declared carried.

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

None.

ADMINISTRATION REPORTS

1. Law Enforcement Report
   Deputy Helfer had no significant details to report.

2. Village Staff Reports
   Trustee Gruenewald had a question regarding payment to SKS for analysis. Chastain & Associate Engineer Jeremy Buening responded to his question.

OLD BUSINESS

1. DISCUSSION AND POTENTIAL ACTION REGARDING ITEP GRANT (STEPHANIE BROWN, AICP, CHASTAIN & ASSOCIATES)

   Stephanie Brown of Chastain & Associates said that $2,500 has already been spent toward this ITEP grant and it would cost another $5,500 to finish it up. If we are awarded the grant it would be for $1.9 million and the Village would pay $460,000 of that amount. Discussion among the Trustees ensued with their opinions agreeing that the money could be spent elsewhere to better serve the Village residents versus on property owned by the Decatur Park District. Thus, it was agreed to not pursue it at this time.

   No motion needed.

2. RESOLUTION NUMBER 11-2022 AUTHORIZING AN APPLICATION TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION'S TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) FUNDING CYCLE 15 FOR PEDESTRIAN/BICYCLE FACILITIES (VILLAGE ENGINEER REPRESENTATIVE STEPHANIE BROWN)

   No action needed due to the previous decision made in Item #1.

3. DISCUSSION AND POTENTIAL ACTION REGARDING AVALON BLVD. RECONSTRUCTION BIDS (VILLAGE ENGINEER JEREMY BUENING)

   Village Engineer Jeremy Buening said that bids were received and they came in really high due to the increased price of concrete. He recommends to not approve the bid. Mayor Peck agrees as did the rest of the Board.

No motion needed.

4. DISCUSSION AND POTENTIAL ACTION REGARDING SHADOW RIDGE MAINTENANCE RECOMMENDATION OF AWARD (VILLAGE ENGINEER JEREMY BUENING)

   Village Engineer Buening summarized the project details and said the estimate was 21% higher. He recommends approval of the bid and explained why. General discussion ensued with Trustees agreeing that the condition wasn't as bad as originally thought and agreeing to gather further information on the potential purchase of equipment to do the task ourselves. The project will be on hold for now.

   No motion needed.

5. DISCUSSION AND POTENTIAL ACTION REGARDING SHADOW RIDGE PAVEMENT MAINTENANCE CONSTRUCTION CONTRACT (VILLAGE ENGINEER JEREMY BUENING)

   No discussion or motion needed due previous decision made in Item #5.

6. DISCUSSION AND POTENTIAL ACTION REGARDING STRATEGIC PLAN (VILLAGE ADMINISTRATOR JILL APPLEBEE)

   Administrator Applebee said the strategic plan is still progressing and will be presented at the November 29 special Board meeting.

7. DISCUSSION AND POTENTIAL ACTION REGARDING OAKLAND PARK POND REPAIR AGENDA (PUBLIC WORKS DIRECTOR DARIN FOWLER)

   Public Works Director Fowler said the weather and rainwater is eroding the pond bank. He has received a $11,720 quote from Lourash & Mahannah Excavation to peal the bank and rip rap it to increase safety and reduce erosion. He recommends approval of this $11,720 quote. All Trustees agreed after short discussion.

   MOTION

   Trustee Gruenewald made a Motion to approve the quote as presented and Trustee Wendt seconded the Motion.

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

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

Motion declared carried.

8. DISCUSSION AND POTENTIAL ACTION REGARDING OAKLAND – SAWYER ROAD REPAIR AGENDA HICKORY POINT TOWNSHIP (PUBLIC WORKS DIRECTOR DARIN FOWLER)

   Public Works Director Fowler stated he had received a Hickory Point Township estimate and detailed plan regarding this road area. The cost of material, labor and equipment is $11,000 for Oakland and $17,000 for Sawyer Road, totaling $28,000 for both. A short discussion was held.

   MOTION

   Trustee Wendt made a Motion to approve the quotes as presented and not to exceed $28,000 and Trustee Young seconded the Motion.

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

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

   Motion declared carried.

NEW BUSINESS

1. ORDINANCE NUMBER 2022-22 AN ORDINANCE AMENDING THE VILLAGE DEVELOPMENT CODE TO ALLOW SOLAR PANELS SUBJECT TO REGULATIONS (VILLAGE ATTORNEY GREG MOREDOCK)

   Village Attorney Moredock explained the detailed reasons to amend the development code. The Planning & Zoning Commission met twice on this topic then unanimously recommended amendments. General discussion ensued. Public Works Director Fowler said he and Village Building Inspector Linn Summers are both fully in support of these changes. General discussion ensued with Mayor Peck summarizing that all agreed to have Village Attorney Moredock clean up some of the wording and present it to the Board next month for final discussion and approval.

No motion needed at this time.

2. ORDINANCE NUMBER 2022-23 AN ORDINANCE APPROVING A VARIANCE TO ALLOW FREE-STANDING GROUND MOUNTED SOLAR PANELS TO BE PLACED IN THE BACK YARD OF THE RESIDENTIAL DWELLING LOCATED AT 249 HIGHLAND DR. (VILLAGE ATTORNEY GREG MOREDOCK)

   Village Attorney Moredock explained the variance details. The Planning & Zoning Committee recommended denial. General discussion ensued and all Trustees agreed with that denial.

   MOTION

   Trustee Wendt made a Motion to approve Ordinance Number 2022-23 to approve a variance to allow free-standing ground mounted solar panels at 249 Highland Dr. as presented and Trustee Gruenewald seconded the Motion.

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

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

   Motion declared failed.

3. ORDINANCE NUMBR 2022-24 AN ORDINANCE APPROVING A VARIANCE TO ALLOW FREE-STANDING GROUND MOUNTED SOLAR PANELS WITH DIMENSIONS UP TO 38’ X 11’ X 8’ TO BE PLACED IN THE BACK YARD OF THE RESIDENTIAL DWELLING LOCATED AT 117 SHADOW RIDGE CT. (VILLAGE ATTORNEY GREG MOREDOCK)

   Village Attorney Moredock explained the variance details. The Planning & Zoning Committee recommended denial. General discussion ensued and all Trustees agreed with that denial.

   MOTION

   Trustee Wendt made a Motion to approve Ordinance Number 2022-24 to approve a variance to allow free-standing ground mounted solar panels at 117 Shadow Ridge Ct.as presented and Trustee Gruenewald seconded the Motion.

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

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

Motion declared failed.

4. ORDINANCE NUMBER 2022-25 AN ORDINANCE DECREASING THE NUMBER OF OUTSTANDING CLASS A LIQUOR LICENSES FROM SEVEN TO FIVE; DECREASING THE NUMBER OF OUTSTANDING CLASS B LIQUOR LICENSES FROM THREE TO ZERO; AND INCREASING THE NUMBER OF OUTSTANDING CLASS C LIQUOR LICENSES FROM TWO TO THREE (VILLAGE ATTORNEY GREG MOREDOCK)

Village Attorney Moredock explained that this was basically a clean-up and clarification of Village records. A short discussion was held.

MOTION

Trustee Wendt made a Motion to approve Ordinance 2022-25 as presented and Trustee Shaw seconded the Motion.

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

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

Motion declared carried.

5. DISCUSSION AND POTENTIAL ACTION REGARDING I.T. AUDIT (VILLAGE BOARD TRUSTEE DAVE WENDT)

Trustee Wendt asked if the Village has ever had an outside 3rd party do an IT audit. He felt it was beneficial to consider for budgeting next year. It doesn't have to be an annual task but he feels it is worth considering. Warrensburg recently did an IT audit so Trustee Wendt will check with them to obtain details and will bring back to the Board for further discussion.

No motion needed.

6. DISCUSSION AND POTENTIAL ACTION REGARDING ECONOMIC

DEVELOPMENT INCENTIVE (VILLAGE ADMINISTRATOR JILL APPLEBE)

Administrator Applebee shared her recent conversations with three developers asking the Village to reconsider our TIF Commercial Revitalization TIF Grant Program. Currently they are eligible for $10,000 if they match $10,000. Staff is suggesting a $25,000 amount with a $25,000 match. Discussion ensued with Trustees agreeing to get further information from surrounding communities and how they handle this.

MOTION

Trustee Wendt made a Motion to bump up our Commercial Revitalization TIF Grant Program to a $25,000 matching as presented by staff and Trustee London seconded the Motion.

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

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

Motion declared carried.

7. DISCUSSION AND POTENTIAL ACTION REGARDING A MOTION TO AUTHORIZE THE VILLAGE TO ISSUE A LOAN TO KREKELS NOT TO EXCEED $131,000 (VILLAGE ADMINISTRATOR JILL APPLEBEE)

Administrator Applebee introduced Chad Krekel and his interest in establishing a store in Forsyth. The history and success of Krekels is confirmed and well known. The Village does not have a loan program but Krekels has worked through a loan and TIF application. They are interested in the former Pizza Hut building. Lengthy discussion ensued focusing on this being unprecedented, incentives to bring new businesses to Forsyth, protecting our investment in these situations and gauging a risk, what other local communities do and several other topics. Ultimately the Board agreed to give Administrator Applebee and staff permission to move forward with more conversations with Krekels and involve Village Attorney Moredock with negotiations of an agreement. That would then be presented to the Board in the near future for further consideration.

No motion needed.

8. DISCUSSION AND POTENTIAL ACTION REGARDING POTENTIAL FURNITURE STORE (VILLAGE ADMINISTRATOR JILL APPLEBEE)

Administrator Applebee said a furniture business has reached out to her with interest in the property directly north of Staples. They are asking for financial assistance in the form of a grant, 2% sales tax rebate for 10 years and RE tax abatement for 5 years. Discussion ensued with the Board ultimately asking Administrator Applebee to find out more specifics including the impact of the enterprise zone, TIF district, etc.

No motion needed.

9. DISCUSSION AND POTENTIAL ACTION REGARDING ELLIOTT BURGETT TIF GRANT REQUEST (VILLAGE ADMINISTRATOR JILL APPLEBEE)

Administrator Applebee explained the request for a TIF grant in the amount of $25,000 to remodel the property just to the east of Village Hall. Lengthy discussion ensued with concerns of remodel details and the ultimate value to the Village if the grant is given. The Board then directed Administrator Applebee to gather more information and present it to the Board at the next meeting for further discussion.

No motion needed.

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

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5 ILCS 120/2(c)(6): The setting of a price for sale or lease of property owned by the public body.
5 ILCS 120/2(c)(11): Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.
5 ILCS 120/2(c)(21): Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSION

ADJOURNMENT

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 8:50 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			25.00	
229867	01-11-554	NAME TAGS FOR JILL & GLENDA		25.00
01 ALTORFER, INC			2852.48	
WO430058561	52-00-512	EQUIP MAINT SERVICE		2852.48
01 AMAZON.COM			1037.89	
093022	01-53-651-1	COMPUTER/EQUIPMENT		660.72
093022	01-53-681	AUDIO VISUAL		42.25
093022	01-53-909	PURCHASES FROM DONATIONS		219.00
093022	01-53-913	PROGRAMMING		83.95
093022	01-11-651	OFFICE SUPPLIES		31.97
01 AMEREN ILLINOIS			11465.23	
093022	01-11-571	UTILITIES FOR AUG '22		410.59
093022	01-41-571	UTILITIES FOR AUG '22		408.41
093022	01-41-572	UTILITIES FOR AUG '22		4505.85
093022	01-41-579	UTILITIES FOR AUG '22		317.50
093022	01-52-571	UTILITIES FOR AUG '22		1035.16
093022	01-53-571	UTILITIES FOR AUG '22		1508.65
093022	51-00-571	UTILITIESS FOR AUG'22		2726.19
093022	52-00-571	UTILITIESS FOR AUG'22		552.88
01 JEFFERY ANDERSON			1850.00	
5584	01-52-612	EQUIP MAINT SUPPLIES		1850.00
01 ATLAS LOCK, INC.			33.00	
43559	01-11-611	BLDG MAINT SUPPLIES-KEYS FOR FILE		3.00
43664	01-41-652	OP SUPPLIES		30.00
01 B & B GLASS			5832.32	
20224	01-52-511	BLDG MAINT SERVICE		264.32
20993	01-11-511	BLDG MAINT SERVICE		5568.00
01 BECH TECH INC.			2256.69	
128000588-2	01-11-511	VH PHONE SYSTEM		2256.69
01 BECK'S STUDIO			69.00	
005544	01-11-651	OFFICE SUPPLIES		69.00
01 BLACKSTONE AUDIO, INC			125.89	
2062093	01-53-681	AUDIO VISUAL		125.89
01 BODINE ELECTRIC			133.65	
26768	01-41-579	VIDEO DETECTION 51 & BARNETT & MARI		133.65
01 CLOSS ELECTRIC COMPANY, INC			157.50	
23843	01-11-511	BLDG MAINT SERVICE		157.50
01 CONSTELLATION NEWENERGY			396.82	
3569531	01-11-571	GAS UTILITIES FOR AUG '22		54.47
3569531	01-41-571	GAS UTILITIES FOR AUG '22		110.79
3569531	01-53-571	GAS UTILITIES FOR AUG '22		62.20
3569531	51-00-571	GAS UTILITIES FOR AUG '22		169.36
01 CONTINENTAL RESEARCH CORPORATI			823.13	
0038840	01-41-616	SNOW REMOVAL SUPPLIES		823.13
01 DECATUR PUBLIC LIBRARY			42.49	
093022	01-53-910	REIMB TO OTHER LIBRARIES		42.49

PAYABLE TO / INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 TYROLT, INC			215.80	
8598	01-41-614	STREET MAINT		215.80
01 CENGAGE LEARNING INC/GALE			134.97	
79117902	01-53-671	BOOKS		88.49
79275669	01-53-671	BOOKS		46.48
01 INDUSTRIAL RUBBER, INC			214.89	
3549991	01-41-611	BLDG MAINT SUPPLIES		214.89
01 ILLINOIS RURAL			573.00	
093022	51-00-549	OTHER PROF SERV-MEMBERSHIP FOR VILL		523.00
093022-1	51-00-560	PROF DEVELOPMENT MBMR FR D. FOWLER		50.00
01 JENNER AG INC.			453.58	
W11269	01-52-512	EQUIP MAINT SERVICE		453.58
01 LOCIS			184.50	
44442	01-11-554	W2 & 1099 FORMS		184.50
01 LOWE'S COMPANIES, INC.			16.12	
093022	01-41-652	OP SUPPLIES		16.12
01 MAVERIK MARKETING			864.11	
27342	01-10-914	SHIRTS FOR FAMILY FEST		864.11
01 MENARDS			228.25	
093022	01-41-611	BLDG MAINT SUPPLIES		27.96
093022	01-52-652	OP SUPPLIES		1.99
093022	01-41-652	OP SUPPLIES		23.68
093022	01-41-614	STREET MAINT SUPPLIES		112.42
093022	01-11-654	JANITORIAL SUPPLIES		24.86
093022	01-41-511	BLDG MAINT SERVICE		37.34
01 MISSISSIPPI LIME COMPANY			8377.57	
1633208	51-00-656	CHEMICALS		4310.07
1634159	51-00-656	CHEMICALS		4067.50
01 MTI DISTRIBUTING, INC			347.59	
1345162-00	01-52-612	EQUIPT MAINT SUPPLY		347.59
01 REY NAPUTO			65.54	
093022	51-00-929	REFUND FOR CREDIT BALANCE ON WATER		65.54
01 SAM'S CLUB/GECF			206.12	
093022	01-41-654	JANITORIAL SUPPLIES		94.90
093022	01-53-651	OFFICE SUPPLIES		46.98
093022	01-53-913	PROGRAMMING		64.24
01 AT & T			261.99	
093022	52-00-552	101 HUNDLEY PHONE LINE ALARM		86.02
093022	52-00-552	440 HUNDLEY PHONE LINE ALARM		86.02
093022	52-00-552	815 W FORSYTH PKWY PHONE LINE ALARM		89.95
01 STEVE COPPENBARGER			14.52	
093022	51-00-929	CREDIT BALANCE ON ACCOUNT		14.52
01 SIDENER ENVIRONMENTAL SERVICES			2217.79	
529549	01-41-511	BLDG MAINT SERVICE		2217.79
01 SORLING, NORTHRUP, HANNA, CULL			3506.25	
209774	01-11-533	VILLAGE LEGAL SERVICES FOR AUG '22		3465.00

PAYABLE TO / INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
209775	01-11-533	WESTERMAN LEGAL SERVICE FOR AUG '22		41.25
01 DECATUR TRIBUNE			45.00	
093022	01-53-672	PERIODICALS		45.00
01 UTILITY SUPPLY OF AMERICA, INC			61.27	
108358	51-00-612	EQUIPT MAINT SUPPLY		61.27
01 US POSTAL SERVICE (CAPS)			640.26	
093022	51-00-549-1	UTILITY BILLING POSTAGE FOR OCT '22		320.13
093022	52-00-549-1	UTILITY BILLING POSTAGE FOR OCT '22		320.13
01 VILL OF FORSYTH			150.00	
093022	01-11-571	WATER UTILITIES		150.00
01 WALLENDER-DEDMAN PRINTING INC.			40.00	
101348	01-10-554	J. APPLEBEE BUSINESS CARDS		40.00
01 WAL-MART			121.71	
093022	01-53-913	PROGRAMMING		121.71
01 WATER SOLUTIONS UNLIMITED, INC			1632.32	
107274	51-00-656	CHEMICALS		1632.32
01 WATTS COPY SYSTEM			194.99	
32505404	01-53-512	LIB COPIER RENTAL		194.99
01 WORLD TRADE PRESS			375.00	
INV678082	01-53-540	ONLINE SOURCES		375.00
** TOTAL CHECKS TO BE ISSUED			48244.23	

FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
GENERAL FUND			30316.85	
WATER OPERATIONS			13939.90	
SEWER OPERATIONS			3987.48	
*** GRAND TOTAL ***			48244.23	
TOTAL FOR REGULAR CHECKS:			48,244.23	

CONSENT AGENDA
ITEM 3

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

Memorandum

To: The Honorable Mayor and Board of Trustees

From: Rhonda Stewart, Village Treasurer

Date: September 30, 2022

Subject: Motor Fuel Tax Compliance Review for January 1, 2021, through December 31, 2021

The Illinois Department of Transportation completed a Motor Fuel Tax Compliance Review for January 1, 2021, through December 31, 2021. A letter dated September 12, 2022, was received along with the Compliance Review report, noting "After receipt of this letter, this report should be presented to your board at its first regular meeting and filed as a permanent record in our office".

We have placed the Motor Fuel Tax Compliance report under the consent agenda for the October 4, 2022, meeting packet for the acknowledgement that the board received the report. There were no issues on the Motor Fuel Tax Compliance report and no further discussion is needed unless you have questions.

Illinois Department of Transportation
Office of Highways Project Implementation / Region 4 / District 7
400 West Wabash / Effingham, Illinois 62401-2699

September 12, 2022

COMPLIANCE REVIEW
2021
Village of Forsyth

Ms. Cheryl Marty
Forsyth Village Clerk
301 South Route 51
Forsyth, Illinois 62535

Dear Ms. Marty:

Enclosed is a copy of the Compliance Review(s) covering the receipt and disbursement of Motor Fuel Tax funds by your village for the period beginning January 1, 2021 through December 31, 2021.

After receipt of this letter, this report should be presented to your board at its first regular meeting and then filed as a permanent record in your office.

Very truly yours,

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

By:

Brett Walker, P.E. BW
District Engineer of Local Roads and Streets

CMB:kb

Enclosure

FILE COPY

Illinois Department of Transportation

Compliance Review Cover Sheet

Agency: VILLAGE OF FORSYTH	
Compliance Review for: [X] Motor Fuel Tax [ ] Township Bridge [ ] Special Assessment [ ] G.O. Bond Issue [ ] MFT Fund Bond Issue	Compliance Review Year(s): 2021 Compliance Review Number: 48 Date: May 4, 2022

FILE COPY

Illinois Department of Transportation

Compliance Reviewer's Certificate

VILLAGE OF FORSYTH

Compliance Review No. 48

We hereby certify that we have reviewed the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the Village of FORSYTH for the period beginning Jan. 1, 2021 and ending Dec. 31, 2021, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the compliance review findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the Village Clerk and Village Treasurer and have compared the expenditures listed in the warrant registers of those offices against the minutes of the Village maintained by the Village Clerk and have found them to be in accordance therewith exceptions noted in the compliance review findings.

Carly Boyer

Reviewer

REVIEWED AND APPROVED BY

Date: 09/09/22

Bert Walker

District Local Roads and Streets Engineer

Illinois Department of Transportation

Reviewer's Comments

VILLAGE OF FORSYTH

Compliance Report No. 48

Audit Period: Jan. 1, 2021 to Dec. 31, 2021

Purpose of Compliance Review: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2021

The other receipts to the Motor Fuel Tax Fund were received as follows:

Interest 2021	2,173.28
Reimbursement RBI 3 & 4	76,668.24
Total received:	$78,841.52

SIGNED Carly Beyer

Illinois Department of Transportation

Fund Balance and Bank Reconciliation

VILLAGE OF FORSYTH

Compliance Review Report No. 48

Compliance Reivew Period Jan. 1, 2021 - Dec. 31, 2021

Date: May 4, 2022

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants		
Balance Previous Compliance Review	1,313,100.08	5,580.26	1,318,680.34			
Allotments	135,352.48	0.00	135,352.48			
Total MFT Funds	1,448,452.56	5,580.26	1,454,032.82			
Approved Authorizations	0.00	0.00	0.00			
Other Receipts		78,841.52	78,841.52			
Total	1,448,452.56	84,421.78	1,532,874.34			
Disbursements		0.00	0.00			
Surplus (Credits)	82,248.50	(82,248.50)	0.00			
Unexpended Balance	1,530,701.06	2,173.28	1,532,874.34			

Bank Reconciliation

Balance in Fund per Bank Certificate Dec. 31, 2021	784,328.97
Deduct Outstanding Warrants	
Add Outstanding investments	748,545.37
Additions	
Subtraction's	
Net Balance in Account Dec. 31, 2021	1,532,874.34

Certified Correct Carly Boyer

Reviewer

Illinois Department of Transportation

Investment Schedule
Motor Fuel Tax Funds

VILLAGE OF FORSYTH

Compliance Review Report No. 48

Date of Purchase	Date of Maturity or Redemption	Purchase Cost	Value at Maturity or Redemption	Interest Earned	Outstanding Dec. 31 2021	Type of Investment
				272.84	748,545.37	Illinois Funds
				1,900.44		Hickory Point Bank
				2,173.28	748,545.37	

REMARKS:

Dec. 31, 2021

The ILLINOIS Funds

Investor Statement

Page 1 of 2

for the period of: December 1, 2021 - December 31, 2021

Investor Services: (800) 947-8479

Internet: www.illinoisfunds.com

FORSYTH VILLAGE OF
MOTOR FUEL TAX FUND
301 S ROUTE 51
FORSYTH IL 62535-4070

002391

15-00-117 > $748,545.37

OK GD 1/10/2022

Portfolio *at-a-Glance*

Portfolio Value Beginning 12/01/2021	$736,262.22
+ Purchases	$12,247.43
- Withdrawals	$0.00
Portfolio Value Ending 12/31/2021	$748,545.37

Portfolio *Summary*

Account Number [redacted]	Fund Name	Shares	Share Price	Market Value on 12/31/2021	% of Account Holdings
FORSYTH VILLAGE OF MOTOR FUEL TAX FUND	Illinois LGIP	748,545.370	$1.00	$748,545.37	100.0%

Account *Transactions*

Account Number [redacted]	Trade Date	Transaction Description	Dollar Amount	Share Price	Shares this Transaction	Total Shares Owned
Illinois LGIP/5000		Beginning Balance as of 12/01/2021	$736,262.22	$1.00		736,262.220
FORSYTH VILLAGE OF MOTOR FUEL TAX FUND	12/06/21	SHARES PURCHASED - WIRE	$7,164.18	$1.00	7,164.180	743,426.400
	12/06/21	SHARES PURCHASED - WIRE	$5,083.25	$1.00	5,083.250	748,509.650
	12/31/21	INCOME REINVEST	$35.72	$1.00	35.720	748,545.370
		Ending Balance as of 12/31/2021	$748,545.37	$1.00		748,545.370

Distributions:	Dividends	Cap Gains
	REINVEST	REINVEST

Commercial Money Market-XXXXXXX[redacted]

Account Summary

Date	Description	Amount
12/01/2021	Beginning Balance	$784,162.47
	1 Credit(s) This Period	$166.50
	0 Debit(s) This Period	$0.00
12/31/2021	Ending Balance	$784,328.97

Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.25%
Interest Days	31
Interest Earned	$166.50
Interest Paid This Period	$166.50
Interest Paid Year-to-Date	$1,900.44
Average Ledger Balance	$784,162.47

Account Activity

Post Date	Description	Debits	Credits	Balance
12/01/2021	Beginning Balance			$784,162.47
12/31/2021	INTEREST		$166.50	$784,328.97
12/31/2021	Ending Balance			$784,328.97

Daily Balances

Date	Amount
12/31/2021	$784,328.97

Overdraft and Returned Item Fees

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	$0.00	$0.00
Total Returned Item Fees	$0.00	$0.00

Illinois Department of Transportation

Summary of Motor Fuel Tax Fund Transactions
By Sections and Categories

VILLAGE OF FORSYTH

Compliance Review Period: January 1, 2021 - December 31, 2021

Compliance Review Report No. 48

Section	Balance Prev. Review	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
					0.00			0.00		0.00
Interest					0.00			0.00		0.00
2020	5,580.26				5,580.26		5,580.26	0.00		0.00
2021				2,173.28	2,173.28			2,173.28		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
RBI 3				38,334.12	38,334.12		38,334.12	0.00		0.00
RBI 4				38,334.12	38,334.12		38,334.12	0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
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					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
TOTALS	5,580.26	0.00	0.00	78,841.52	84,421.78	0.00	82,248.50	2,173.28	0.00	0.00

Hickory Point Bank

BEGINNING BALANCE: 705,760.29
OUTSTANDING CHECKS:
DEPOSITS IN TRANSIT
ADJUSTED BALANCE: 705,760.29

DATE	CHECK NO	SECTION	PAYEE	ALLOTMENT	INTEREST	INVESTMENT DEBIT	INVESTMENT CREDIT	MAINT	CONSTRUCTION	OTHER	BALANCE
1/1/2021					124.77						705,885.06
					15.42						705,900.48
											705,900.48
2/1/2021					120.49						706,020.97
					14.89						706,035.86
											706,035.86
3/1/2021					137.43	38,334.12					744,507.41
					24.25						744,531.66
											744,531.66
4/1/2021					130.04						744,661.70
					22.95						744,684.65
											744,684.65
5/1/2021					116.35	38,334.12					783,135.12
					29.09						783,164.21
											783,164.21
6/1/2021					141.62						783,305.83
					35.40						783,341.23
											783,341.23
7/1/2021					128.77						783,470.00
					32.19						783,502.19
											783,502.19
8/1/2021					137.39						783,639.58
					34.34						783,673.92
											783,673.92
9/1/2021					128.82						783,802.74
					32.21						783,834.95
											783,834.95
10/1/2021					155.69						783,990.64
											783,990.64
											783,990.64
11/1/2021					171.83						784,162.47
											784,162.47
											784,162.47
12/1/2021					133.20						784,295.67
					33.30						784,328.97
											784,328.97
											784,328.97
											784,328.97
											784,328.97
											784,328.97
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											784,328.97
											784,328.97
											784,328.97
											784,328.97
											784,328.97
TOTALS:				0.00	1,900.44	76,668.24	0.00	0.00	0.00	0.00	784,328.97

Illinois Funds

BEGINNING BALANCE:	612,920.05
OUTSTANDING CHECKS:	
DEPOSITS IN TRANSIT	
ADJUSTED BALANCE:	612,920.05

DATE	CHECK NO	SECTION	PAYEE	ALLOTMENT	INTEREST	INVESTMENT DEBIT	INVESTMENT CREDIT	MAINT	CONSTRUCTION	OTHER	BALANCE
1/1/2021				7,100.11	45.02						620,065.18
				4,485.36							624,550.54
											624,550.54
2/1/2021				5,612.03	37.20						630,199.77
				4,486.62							634,686.39
											634,686.39
3/1/2021				5,261.14	32.48						639,980.01
				4,275.64							644,255.65
											644,255.65
4/1/2021				5,710.09	21.67						649,987.41
				4,171.23							654,158.64
											654,158.64
5/1/2021				6,740.81	19.81						660,919.26
				4,756.28							665,675.54
											665,675.54
6/1/2021				6,626.37	13.04						672,314.95
				4,777.22							677,092.17
											677,092.17
7/1/2021				6,866.50	11.77						683,970.44
				4,848.28							688,818.72
											688,818.72
8/1/2021				6,743.35	11.89						695,573.96
				4,870.24							700,444.20
											700,444.20
9/1/2021				7,393.65	11.82						707,849.67
				5,198.96							713,048.63
											713,048.63
10/1/2021				6,943.20	15.58						720,007.41
				5,123.31							725,130.72
											725,130.72
11/1/2021				6,463.66	16.84						731,611.22
				4,651.00							736,262.22
											736,262.22
12/1/2021				7,164.18	35.72						743,462.12
				5,083.25							748,545.37
											748,545.37
											748,545.37
											748,545.37
											748,545.37
											748,545.37
											748,545.37
TOTALS:				135,352.48	272.84	0.00	0.00	0.00	0.00	0.00	748,545.37

ADMINISTRATION REPORTS

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

ENGINEER'S REPORT

Forsyth; October 4, 2022 Board Meeting

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

Project 6928 – Maroa-Forsyth Grade School Bike Path

IDOT has approved the PDR for this project. Contracts for construction plan preparation and land acquisition services have been prepared for the consideration of the Board.

Project 7542 – 2020 Street Maintenance

Cape sealing operations are complete. The City of Decatur will be assembling quantities and will bill the Village directly for your portion of the work.

Project 7778 – The Greenbrier Rehabilitation

A final inspection was held on September 22, 2022. No significant issues were noted, there is some utility pothole damage to be repaired. A final change order will be presented for the consideration of the Board during the meeting.

Project 7982 – Forsyth Park LWCF Grant Compliance

We will be completing and submitting the OSLAD grant application shortly.

Project 8000 – Well No. 7 Design

A memo on the bidding for this project has been included on the agenda for discussion during the meeting.

Project 8241 – 2022 Asphalt Rehabilitations

A final inspection was held on September 22, 2022. No significant issues were noted. A final change order will be presented for the consideration of the Board during the meeting.

Project 8301 – Avalon Blvd Reconstruction

This project is currently on hold. Discussions at a future meeting will need to be held to determine how to proceed with this project.

Project 8302 – Shadow Ridge Pavement Maintenance

This project is currently on hold. Discussions at a future meeting will need to be held to determine how to proceed with this project.

Project 8213 – Advisory Services

Grayhawk Pavement Repairs: A memo on the test patching performed by Dunn Company has been included on the agenda for discussion during the meeting.

Veterans Pond Outfall Repairs: A memo on the bidding of this project has been included on the agenda for discussion during the meeting.

Eastside Bike Path Maintenance: Bids have been received and will be presented to the Board for consideration at the meeting.

IDOT US 51 Improvements: A memo on the work proposed by IDOT on US 51 through the Village has been included on the agenda for discussion during the meeting.

5 North Country Club Road | Decatur, IL 62521
P: 217.422.8544 | F: 217.422.0398 | www.chastainengineers.com

Library Director's Report
October 04, 2022

- For September's Library Card Sign-up Month, as of September 29, we have had 16 new library card sign-ups this month.
- Marissa White, Youth Services Librarian, has left FPL for another position. Her last day at the library was Friday, September 23. Working in her role for 5 ½ years, Marissa did an amazing job leading youth programs and serving our patrons. She will be missed!
- Jana Howe has taken over as Youth Services Librarian, and it is great to be able to promote from within. Jana is excellent with children, graphic creation and outreach initiatives, and will excel in her new role.
- Pam Schmahl has shifted from Library Technician to Adult Services Librarian as part of a staff restructuring that is designed to set our library up for success. We will look to hire for the Library Technician position as soon as possible.
- The second Illinois Libraries Present Zoom event, featuring novelist Jesmyn Ward, will take place on Wednesday, October 12 at 7:00 p.m. A registration link for this event can be found in the library's newsletter, and on the library's website and Facebook page.
- The 4th Annual Library Crawl will begin on October 1st. This event will bring visitors from across the state to Forsyth, and will encourage our patrons to visit other libraries as well.
- We are planning a Halloween event "Nightmare on Elwood Street" on October 31 from 5:30-7:00. This event will serve as a pre Trick or Treat gathering for families. Warm drinks and candy will be provided.
- The Library Commission is currently reviewing the *Serving Our Public 4.0: Standards for Illinois Public Libraries* book, as a part of our annual Per Capita grant requirements. We recently received a check from the state for $5,507.65 for fulfilling last year's requirements. The Commission is also reviewing updates to the library's Collection Development Policy, Long-Range Plan, and Emergency Plan, and is considering the creation of a Filming in the Library policy.
- World Trade Press AtoZ databases, including: Food America, World Food, World Travel, USA Travel, Maps Online, World Culture, and Lingo Lite are now available. These resources contain thousands of recipes from all around the world, maps, language learning tools, culture, history, travel brochures, city guides, and so much more. As with most of our online resources, patrons have remote access and can use their 14-digit library barcode number to login anywhere.
- A weeding project is set to begin at the library, in an effort to make our collections more current and concise, to make room for new books, and to identify gaps to inform future purchasing.

Steven Ward
September 29, 2022

Public Works Report 9-29-22

Parks:
Finished mowing FFSNP for the season.
FYL Travel Baseball field preps, along with HS Girls Tennis.
Broken playground equipment removal and repairs. Removed until new parts arrive.

On our Park to do list is:
Trail bridges need painted, Painting scheduled this fall.
Stump removal.

Village:
We maintained the Village Hall, the Library, and other property / easements throughout the Village.
We worked on permit locates, ordinances, and inspections.
We worked all concerns residents had.
Added asphalt to potholes.
Storm Sewer repairs.
Added gate to restrict trespassers from occupying land north of the Village, which was being used as a gun range.

On our Village to do list is:
Repair storm tiles in the Stevens Creek Subdivision as the broken tiles are creating some holes around drains.

Water Treatment Plant / Sewer:
Continued with meeting monthly / annual IEPA sampling and analysis requirements.
Completed required monthly reports.
Completed Lead and Copper sampling.
Working on water lead/copper rule inventory (sampling plan sites and entire Village).
Worked Shadow Ridge check valve, returned to service.

On our Water / Sewer to do list is:
Complete monthly IEPA sampling and other required sampling.

Thanks, Darin

OLD BUSINESS

ITEM 1

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER
2022-26

AN ORDINANCE AMENDING THE VILLAGE DEVELOPMENT CODE TO ALLOW SOLAR PANELS SUBJECT TO REGULATIONS

Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Forsyth
on ___________________, 2022

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

ORDINANCE NO. 2022-26

AN ORDINANCE AMENDING THE VILLAGE DEVELOPMENT CODE TO ALLOW SOLAR PANELS SUBJECT TO REGULATIONS

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

WHEREAS, a public hearing was noticed and duly held on May 26, 2022, before the Village Planning and Zoning Commission ("Commission") on the proposed ordinance amendment; and,

WHEREAS, the notice of the public hearing was published in the Herald & Review; and,

WHEREAS, a subsequent notice of hearing was published in the Herald & Review on August 9, 2022; and,

WHEREAS, a public hearing was then held on August 25, 2022, where the Commission voted unanimously to recommend approval of the proposed amendments; and,

WHEREAS, the Village wishes to allow its citizens to have solar panels on their residences and commercial properties subject to certain regulations; and,

WHEREAS, the Mayor and Board of Trustees of the Village of Forsyth believe it is in the best interests of the Village to amend its Village Code as provided for below.

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

Section 1. **<u>Recitals</u>.** The above recitals are incorporated herein by this reference.

Section 2. Amendment to Text of the Village Development Code. Article 3 of the Village Code of Development Ordinances is hereby amended as follows (added; ~~deleted~~) (a clean version of the ordinance with changes is attached hereto as **Exhibit A)**:

§ 3.18 SOLAR ENERGY SYSTEMS:

Residential Properties – The following shall apply only to residential properties

Solar panels shall be permitted on any roof in any residential zoning district as permitted accessory uses. No freestanding panels shall be allowed in any residential zoning district.

Solar panels shall be flush with the roof line ~~when possible~~ and shall not be elevated ~~more than thirty (30) degrees off the roof pitch where it is attached or no more than five (5) feet, whichever is less~~. Solar panels shall not extend beyond the roof line. ~~and shall be located no closer than ten (10) feet from an adjacent property line. Solar panels shall not cover more than twenty-five (25) percent of the total roof surface of a structure, and solar panels shall not be located on a roof face that faces the front yard of a lot, except as provided in Section C below~~. ~~Solar panels may cover one hundred (100) percent of the roof provided that they are fully screened from view on all sides of the building as viewed from ground level. (Am. Ord. 946, passed 6-1-2015).~~ Solar shingles shall be permitted to cover any amount of a roof without a ~~the~~ location limitation ~~in Section B above~~, provided that they are incorporated into and made to appear as part of the roof, continuous in area without gaps, rectangular in shape and do not cause glare to reflect on to neighboring properties. (Am. Ord. 946, passed 6-1-2015)

All frame and visible structural parts of a solar panel shall match the roof color as closely as possible. No solar panel shall be artificially lighted.

A building permit shall be required prior to erecting any solar panel. Mounting for such systems shall be in conformance with all electrical codes and building codes to ensure wind and weight loading requirements are met. Plans shall be stamped by a licensed structural engineer and by a qualified inspector for such installation.

Solar panels shall not be permitted in any location other than the surface of the roof of the structure, unless otherwise specified in the subject zoning district. (Forsyth Development Ordinance – Article III – General Provisions – 8/9/2013 Page 3-12)

Solar panels not in service or in a state of disrepair for a period of ninety ~~one hundred eighty~~ (~~180~~90) days shall be removed, replaced, or repaired ~~and the property on which it is located restored to its original condition~~ within thirty (30) days.

Solar panels shall be primarily used to generate energy for the property where it is located.

Commercial Properties – The following shall apply only to commercial properties.

Solar panels shall be flush with the roof line when possible, and shall not be elevated more than thirty (30) degrees off the roof pitch where it is attached or no more than five (5) feet, whichever is less. Solar panels shall not extend beyond the roof line and shall be located no closer than ten (10) feet from an adjacent property line. Solar panels shall not cover more than twenty-five (25) percent of the total roof surface of a structure. Solar panels may cover one hundred (100) percent of the roof provided that they are fully screened from view on all sides of the building as viewed from ground level. (Am. Ord. 946, passed 6-1-2015). Solar shingles shall be permitted to cover any amount of a roof without a location limitation provided that they are incorporated into and made to appear as part of the roof, continuous in area without gaps, rectangular in shape and do not cause glare to reflect on to neighboring properties. (Am. Ord. 946, passed 6-1-2015)

All frame and visible structural parts of a solar panel shall match the roof color as closely as possible. No solar panel shall be artificially lighted.

A building permit shall be required prior to erecting any solar panel. Mounting for such systems shall be in conformance with all electrical codes and building codes to ensure wind and weight loading requirements are met. Plans shall be stamped by a licensed structural engineer and by a qualified inspector for such installation.

Solar panels shall not be permitted in any location other than the surface of the roof of the structure, unless otherwise specified in the subject zoning district. Forsyth Development Ordinance – Article III – General Provisions – 8/9/2013 Page 3-12

Solar panels not in service for a period of one hundred eighty (180) days shall be removed and the property on which it is located restored to its original condition within thirty (30) days.

Solar panels shall be primarily used to generate energy for the property where it is located.

Section 3. **Severability.** In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

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

Section 5. **Effectiveness.** This Ordinance shall be effective after it is printed in book or pamphlet form and published by the authority of the corporate authorities.

SO ORDAINED this _______ day of _____________ 2022, at Forsyth, Macon County, Illinois.

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

VILLAGE OF FORSYTH

____
Jim Peck, Village Mayor

Attest:

____
Cheryl Marty, Village Clerk

Exhibit A

§ 3.18 SOLAR ENERGY SYSTEMS:

Residential Properties – The following shall apply only to residential properties.

Solar panels shall be permitted on any roof in any residential zoning district as permitted accessory uses. No freestanding panels shall be allowed in any residential zoning district.

Solar panels shall be flush with the roof line and shall not be elevated. Solar panels shall not extend beyond the roof line. Solar shingles shall be permitted to cover any amount of a roof without a location limitation, provided that they are incorporated into and made to appear as part of the roof, continuous in area without gaps, rectangular in shape and do not cause glare to reflect on to neighboring properties. (Am. Ord. 946, passed 6-1-2015)

All frame and visible structural parts of a solar panel shall match the roof color as closely as possible. No solar panel shall be artificially lighted.

A building permit shall be required prior to erecting any solar panel. Mounting for such systems shall be in conformance with all electrical codes and building codes to ensure wind and weight loading requirements are met. Plans shall be stamped by a licensed structural engineer and by a qualified inspector for such installation.

Solar panels shall not be permitted in any location other than the surface of the roof of the structure, unless otherwise specified in the subject zoning district. (Forsyth Development Ordinance – Article III – General Provisions – 8/9/2013 Page 3-12)

Solar panels not in service or in a state of disrepair for a period of ninety (90) days shall be removed, replaced, or repaired within thirty (30) days.

Solar panels shall be primarily used to generate energy for the property where it is located.

Commercial Properties – The following shall apply only to commercial properties.

Solar panels shall be flush with the roof line when possible, and shall not be elevated more than thirty (30) degrees off the roof pitch where it is attached or no more than five (5) feet, whichever is less. Solar panels shall not extend beyond the roof line and shall be located no closer than ten (10) feet from an adjacent property line. Solar panels shall not cover more than twenty-five (25) percent of the total roof surface of a structure. Solar panels may cover one hundred (100) percent of the roof provided that they are fully screened from view on all sides of the building as viewed from ground level. (Am. Ord. 946, passed 6-1-2015). Solar shingles shall be permitted to cover any amount of a roof without a location limitation provided that they are incorporated into and made to appear as part of the roof, continuous in area without gaps, rectangular in shape and do not cause glare to reflect on to neighboring properties. (Am. Ord. 946, passed 6-1-2015)

All frame and visible structural parts of a solar panel shall match the roof color as closely as possible. No solar panel shall be artificially lighted.

A building permit shall be required prior to erecting any solar panel. Mounting for such systems shall be in conformance with all electrical codes and building codes to ensure wind and weight loading requirements are met. Plans shall be stamped by a licensed structural engineer and by a qualified inspector for such installation.

Solar panels shall not be permitted in any location other than the surface of the roof of the structure, unless otherwise specified in the subject zoning district. Forsyth Development Ordinance – Article III – General Provisions – 8/9/2013 Page 3-12

Solar panels not in service for a period of one hundred eighty (180) days shall be removed and the property on which it is located restored to its original condition within thirty (30) days.

Solar panels shall be primarily used to generate energy for the property where it is located.

OLD BUSINESS

ITEM 2

RESOLUTION NUMBER 12-2022

A RESOLUTION APPROVING THE RELEASE OF CERTAIN CLOSED SESSION MEETING MINUTES

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

WHEREAS, the Illinois Open Meetings Act, Section 2.06(d), requires public bodies to conduct a semi-annual review of its closed session meetings to determine whether or not a need for confidentiality exists; and

WHEREAS, the Village conducted a review of its closed session meeting minutes while in closed session on September 19, 2022, and decided to take action in regard to its closed session meetings as set forth in this Resolution; and

WHEREAS, the Act requires the Village to "report" its decision on what closed session minutes it is keeping confidential and is doing such by the adoption of this Resolution; and

WHEREAS, the Village Board finds that the best interests of the Village are served by outlining its review of the closed session meeting minutes as set forth in this Resolution and allowing the release of information as set forth herein;

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

<u>SECTION 1</u>: The recitals set forth above are incorporated herein as if full stated and set forth in this Section 1.

<u>SECTION 2</u>: The Village Board hereby reports its decision on the confidentiality of the meeting minutes and report of same as set forth in **Exhibit A**.

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

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

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

SO RESOLVED this _____ day of October, 2022, at Forsyth, Macon County, Illinois.

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

VILLAGE OF FORSYTH

____
Jim Peck, Village Mayor

Attest:

____
Cheryl Marty, Village Clerk

EXHIBIT A
CLOSED MEETING MINUTES

The following meeting minutes are to be released in their entirety:

None

The following meeting minutes are to be released, in part which relate to the approval of the content of closed session meeting minutes and/or the semi-annual review, and with the other part or parts of the meeting minutes being redacted, as they involve issues that are still pending or issues of close proximity and involve either personnel, litigation, collective bargaining matters, or pending real estate matters and therefore a need for confidentiality still exist:

January 18, 2022 – The closed session minutes pertaining to the Employment Contract of Administrator Applebee and the review of closed session minutes shall be released. All remaining minutes shall remain confidential.

May 17, 2022 – The closed session minutes pertaining to discussion and approval of closed session minutes shall be released. All remaining minutes shall remain confidential.

June 7, 2022 – The closed session minutes pertaining to discussion and approval of closed session minutes shall be released. All remaining minutes shall remain confidential.

June 21, 2022 – The closed session minutes pertaining to discussion and approval of closed session minutes shall be released. All remaining minutes shall remain confidential.

July 19, 2022 – The closed session minutes pertaining to discussion and approval of closed session minutes shall be released. All remaining minutes shall remain confidential.

The following meeting minutes are not to be released as they involve issues that are still pending or issues of close proximity and involve either personnel, litigation, collective bargaining matters, or pending real estate matters and therefore a need for confidentiality still exist:

February 15, 2022
March 1, 2022
March 15, 2022
April 5, 2022
April 19, 2022
May 3, 2022

The following meeting minutes have previously been released subject to redactions and the redactions shall continue to be kept confidential:

August 1, 1983	September 8, 2015	July 2, 2018
July 16, 1984	November 2, 2015	July 16, 2018

February 22, 2005
January 24, 2007
January 25, 2007
February 5, 2007
May 7, 2012
May 19, 2012
May 21, 2012
July 2, 2012
July 20, 2015
August 3, 2015
December 7, 2015
November 6, 2017
November 20, 2017
February 20, 2018
March 5, 2018
April 2, 2018
April 16, 2018
May 7, 2018
June 4, 2018
June 18, 2018
August 6, 2018
July 1, 2019
February 3, 2020
March 2, 2020
July 20, 2020

The Village Board has previously voted to keep the following meeting minutes confidential as they involve issues that are still pending or issues of close proximity and involve either personnel, litigation, collective bargaining matters, or pending real estate matters and hereby determines that a need for confidentiality still exists and thus orders the following meeting minutes to remain confidential:

February 5, 2007
October 6, 2008
July 20, 2009
August 3, 2009
July 6, 2009
August 17, 2009
October 4, 2010
November 1, 2010
December 6, 2010
December 20, 2010
February 4, 2013
July 15, 2013
November 30, 2011
December 19, 2011
October 1, 2012
January 21, 2013
January 20, 2014
February 3, 2014
May 5, 2014
June 2, 2014
June 16, 2014
July 21, 2014
August 4, 2014
November 3, 2014
November 16, 2015
December 21, 2015
February 2, 2015
February 17, 2015
June 1, 2015
July 6, 2015
June 6, 2016
October 11, 2016
November 7, 2016
December 19, 2016
March 20, 2017
April 3, 2017
October 2, 2017
February 5, 2018
April 30, 2018
August 29, 2018
February 19, 2019
March 4, 2019
June 3, 2019
October 21, 2019
December 16, 2019

November 2, 2020
June 1, 2020
June 15, 2020
September 8, 2020
January 19, 2021
April 20, 2021
May 10, 2021
June 1, 2021

OLD BUSINESS

ITEM 3

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: October 4, 2022
Subject: Incentive Plans

I have touched base with Bloomington, Champaign, Decatur, Mt. Zion, Springfield, and Urbana. The spreadsheet following shows the highlights of their plans. Then the next sheets show information from their websites.

It is recommended from staff that we:
Continue with TIF
Continue with the Enterprise zone
Increase TIF Grant to $25,000
Have custom Redevelopment Loans, but follow Urbana's

Also included is an example that TIF IL has supplied with how a Redevelopment Loan would work. (Similar to what we are doing for Krekels)

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

Conversations with:

Bloomington, Champaign, Decatur, Mt. Zion, Springfield, Urbana: all are about the same on what programs they offer but the amount will vary a bit on how they deliver them.

	TIF	Enterprise Zone Benefits	Redevelopment Agreement	Signage Grant	TIF Redevelopment Grant	Storefront Grant	Historic Grant	
Bloomington	Yes	Yes	Yes- all custom			$25,000.00	$5,000.00	
Champaign	Yes	Yes	Yes- all custom		$100,000.00	$10,000.00		
Decatur	Yes	Macon County	Yes- all custom					
Mt. Zion	Yes	Macon County	Yes- all custom		varies			Committee based
Springfield	Yes	Yes	Yes- all custom	Depends on zone				Small Buis Dev.
Urbana	Yes	Yes	Yes- all custom	$2,000.00	$35,000.00			

Grant-not repaid

I suggest:

TIF-Yes (continue)

Enterprise Zone- Yes (continue)

Redevelopment- Yes (custom)

TIF Redevelopment- $25,000

Redevelopment-Follow Urbana

Enterprise Zone

Macon Co.

A variety of state and local incentives are available in the Decatur-Macon County Enterprise Zone including local property tax abatement for eligible projects. Designated Enterprise Zone Projects may also be eligible for incentives from the state that are customized to meet the unique needs of the business, including tax credits related to employment activity. The Decatur-Macon County Enterprise Zone encompasses significant portions of the region's industrial and business locations.

To see if a property is located within the enterprise zone, click here.

For all details concerning available incentives and benefits, **click here.**

Sales Tax Exemption Certificates

Sales tax exemptions on construction materials may be available for eligible projects located within the boundaries of the zone. Approval for the exemption is granted by the EDC Zone Administrator after submission of the following applications and documented construction materials lists and costs. **All forms must be completed in full and must be accompanied by an approved building permit application** issued by the City of Decatur or other recognized body and payment of applicable fees.

Project Application & Contractor Application

Foreign Trade Zones

Foreign Trade Zones (FTZs) are designated sites where special customs procedures apply. Foreign trade zones in the United States are comparable to so-called free trade zones in many countries, though procedures vary widely from country to country. Foreign goods may be admitted to an FTZ without being subject to customs duties and certain excise taxes.

TIF Districts

There are multiple Tax Increment Finance Districts (TIFs) in Decatur and Macon County. TIFs provide a means in which communities can financially assist in the development or redevelopment of an area which qualifies for state TIF criteria. Tax increment is the difference in the tax revenue generated before the property is developed or redeveloped and the tax revenue generated after the improvements have been made.

Reimagining Electric Vehicles (REV) Illinois Program

This groundbreaking program is designed to bolster Illinois manufacturing – already a top destination for electric vehicle (EV) manufacturing in the United States – and to grow the ecosystem to create new capacity for EV vehicle and component parts production. This will also support our state's bold climate change agenda, including putting 1 million EVs on the road by 2030. Learn more here.

Cost of Living

The cost of living in Decatur & Macon County is a large incentive when comparing other areas of the country. Please use our cost of living index calculator below.

Programs And Incentives

Thank you for your interest in Economic Development Programs available through the City of Bloomington. We welcome the opportunity to help you grow or locate your business in Bloomington.

City of Bloomington Incentive Guide

The Economic Development Department has produced this incentive guide for current and prospective businesses and developers interested in doing business within the City of Bloomington. From the BNEDC, to the State of Illinois and beyond, numerous programs are available!

All of the incentives listed below each have their own requirements and stipulations for access. Not all incentives will be applicable to every project. In some cases, the approval of governmental bodies and public disclosure may be necessary to receive certain incentives. Given that several of these incentives are time-sensitive, we strongly encourage projects to contact the managers of these programs as early as possible in the development process.

Programs managed by the City of Bloomington Economic & Community Development Department:

TAX INCREMENT FINANCING

Illinois law (the TIF Act) allows units of local governments the ability to designate areas within their jurisdiction as TIF Districts. These specially designated districts are used by local governments as a way to spur economic growth by dedicating the new incremental property tax revenues generated within the TIF District for improvements within the district with the goal of encouraging new development and job creation. For a listing of TIF Districts in the City of Bloomington, visit www.cityblm.org/TIF

SPECIAL SERVICE AREA

A Special Service Area (SSA) is a taxing mechanism that can be used to fund a wide range of special or additional services and/or physical improvements in a defined geographic area within a municipality or jurisdiction. This type of district allows local governments to establish such areas without incurring debt or levying a tax on the entire municipality. In short, an SSA allows local governments to tax and deliver services to limited geographic areas within their jurisdictions.

PROPERTY TAX ABATEMENT

Illinois law allows units of local governments the ability to abate all or a portion of its property tax revenue from an individual property or group of properties as a way to spur investment and economic growth.

SALES TAX REBATE

Illinois law allows units of local governments the ability to rebate sales taxes as a way to spur economic growth. In this manner, units of government can dedicate the new incremental sales tax revenue within the project area.

BUSINESS IMPROVEMENT DISTRICT

A Business District is a specially designated area in which a municipality can impose an additional sales and/or hotel tax of up to 1% for a term of 23 years. Business Districts are authorized by Illinois law as a means of spurring development or redevelopment, and may only be designated in areas where there is a formal finding of blight.

FAÇADE GRANT PROGRAM

The City hopes to encourage private investment in commercial buildings of the area through a façade program which offers financial incentives (up to $25,000) to businesses to improve the appearance, safety, structural integrity and quality of their storefronts and buildings as a whole. More information can be found on the Historic Preservation Grants and Awards Page.

HISTORIC PRESERVATION GRANT PROGRAM

This program is designed to provide the owners of the historic properties with financial assistance in the preservation, restoration or rehabilitation of the exterior architectural features of buildings and structures on such properties. The program provides funding for up to 50% of the total cost of eligible exterior projects, with a maximum grant amount of $5,000 per project. More information can be found on the Historic Preservation Commission page.

Programs managed by the Bloomington-Normal Economic Development Council:

www.bnbiz.org | (309) 452-8437 | 200 W College Ave #402, Normal, IL 61761

ENTERPRISE ZONE

Properties / projects located in in the local Enterprise Zone can enjoy three key benefits:

1. Building materials sales tax exemption: Building materials used in the expansion of enterprise zone projects recognize a sales tax exemption from the State of Illinois.
2. Enterprise zone investment tax credit: Individuals and corporations are allowed a 0.5% tax credit against Illinois income tax due for investments in qualified property placed in service in an enterprise zone.
3. Exemption on the Illinois Natural Gas Tax: Natural gas used by business enterprises located in an Enterprise Zone is exempt from the state's natural gas tax.

Programs managed by the Illinois Department of Commerce and Economic Opportunity:

www.illinois.gov/DCEO (800) 252-2923 | 500 E. Monroe Springfield, IL 62701

ADVANTAGE ILLINOIS

This program is comprised of multiple programs to spur institutional lending, including Capital Access Program, Participation Loan Program-which includes a component for Minority/Women/Disabled/Veteran-Owned businesses, and Collateral Support Program; and the Invest Illinois Venture Fund, which leverages private investments in start-ups and high-growth businesses.

ECONOMIC DEVELOPMENT FOR A GROWING ECONOMY TAX CREDIT PROGRAM (EDGE)

The EDGE program is designed to offer a special tax incentive to encourage companies to locate or expand operations in Illinois when there is active consideration of a competing location in another State. The program can provide tax credits to qualifying companies, equal to the amount of state income taxes withheld from the salaries of employees in the newly created jobs.

ILLINOIS SMALL BUSINESS JOBS CREATION TAX CREDIT

The Illinois Small Business Jobs Creation Tax Credit program provides small business owners and non-profits with an extra boost to grow their business over the next four years. After creating one or more new, full-time positions that meet the eligibility requirements, small businesses can register online to receive a $2,500 per job tax credit.

Other Incentive Programs:

Ameren Illinois Energy Efficiency Business Program

Ameren Illinois Energy Efficiency Business Program provides cash incentives to commercial businesses, non-profits and private schools to help offset the initial cost of an energy efficient project. www.actonenergy.com

Corn Belt Energy New Construction Program

Applicants must be constructing a new building, addition or a major renovation which will be a non-residential member of Corn Belt Energy. Please visit the links below to get started.
www.cornbeltenergy.com or www.powermoves.com
Justin Stuva, Energy Advisor | (309) 664-9235 | justin.stuva@cornbeltenergy.com

NICOR GAS ECONOMIC REDEVELOPMENT PROGRAM

The Nicor Gas Economic Redevelopment Program offers technical assistance and financial incentives for energy-efficient upgrades and renovations in existing commercial, industrial, and multifamily buildings. www.nicorgasrebates.com

PROPERTY TAX ASSESSMENT FREEZE

Managed by the Illinois Historic Preservation Agency, this program can freeze the assessed value of historic owner-occupied, principal residences for a period of 8 years, followed by a four-year period during which the property's assessed value steps up to an amount based upon its current market value. This results in 12 years of reduced property taxes.

Champaign

ECONOMIC DEVELOPMENT PROGRAMS

Small Business Incentive Program

The Small Business Incentive Program was created to assist our new and prospective entrepreneurs in setting up their business. The program offers to match the cost of seeking professional services in legal, financial and marketing. Applicants must be a registered client of the Champaign County Small Business Development Center and willing to open their business in Champaign. The match is increased to 75% if the applicant is willing to open their business in a defined targeted neighborhood or if they meet financial hardship thresholds. The Small Business Development Center is a free business counseling service offered through the Champaign County Economic Development Corporation. Visit the SBDC to get started.

Storefront Improvement Program

The Storefront Improvement Program is in place in the East University Avenue Tax Increment Finance Districts. This program assists property owners with the cost of replacing, restoring or renovating their storefront in order to help project a positive image for their business or building. The program covers 50% of eligible expenses for ground floor improvements and 25% of upper floor improvements. The maximum amount of grant funding per building is $10,000. Learn more about the program by visiting the City's Business Portal.

Enterprise Zone Program

The City of Champaign maintains six separate Enterprise Zone Programs, each designed to target specific goals around neighborhood revitalization, affordable housing, business expansion, commercial district rehab, tourism and historic preservation.

- Targeted Neighborhood Improvement Program
- Affordable Multifamily Housing Program
- Commercial District Enhancement Program
- Employment Expansion Program
- Historic Structure Rehabilitation Program
- Tourism Development Program

Learn more about the programs and to download applications in the City's Business Portal.

Redevelopment Incentive Program

The Redevelopment Incentive Program is a Tax Increment Finance Program currently in place for the East University Avenue TIF District. This program assists property owners and tenants with major building renovations. The program is designed to provide up to 20% funding (based on the number of program goals achieved) up to a maximum of $100,000. The program is based on the availability of budgeted funding in each fiscal year. To learn more about the program and to download the application visit the City's Business Portal.

The City of Decatur recognizes IDOT for their support in making this report possible.

Economic Development

The City of Decatur offers a Dynamic Business Climate, Productive Workforce, Wonderful Quality of Life and can be a city in which you want to locate or expand your business. Questions for this division include but are not limited to:

- Site Selection Assistance
- Redevelopment
- Tax Incentive Programs
- More City Services

Historic Preservation

Historic preservation is an approach to conserving structures, sites, and objects which represent a physical connection with people and events from our past. Historic preservation utilizes various land use planning strategies, governmental programs, and financial incentives to protect historic resources. The preservation of historic structures and sites helps to create an unique environment and sense of place in our City. This cultural richness strengthens the local economy by promoting tourism and encouraging investment. Here you will find a variety of information about the City of Decatur's historic preservation program.

CITY OF URBANA

Guidelines for Consideration

TIF Redevelopment Agreement

The Redevelopment Agreement Program provides incentives for new buildings, large scale redevelopments, and projects that promise exceptional economic and community outcomes. Agreements are considered on a case-by-case basis and ultimately require City Council approval. Those interested in pursuing a Development Agreement should review the guidelines below.

Minimum Requirements

- The project must be located within a Tax Increment Financing District (TIF)
  - A current TIF map may be found here: 2017 Urbana TIF Map
- Private investment should generally be at least $1,000,000.
  - The City does offer incentive packages for smaller projects.
- The project should accomplish goals in the City of Urbana's TIF redevelopment plan.
  - Urbana's TIF Plans – scroll to middle of the page
- The project is unable to be completed without the assistance of TIF support.
- Developer has control of the property (options and contract acceptable) and business should be formally committed.

Project Information

In order to evaluate a project's merit, the City needs to evaluate the development feasibility, developer capacity, business and operational sustainably, and market conditions. Generally speaking, the City requires each of the following before evaluating a request for a development agreement:

- Detailed narrative description of the project, describing the project, partners, qualifications, and economic impact.
- Evidence of adequate financial capacity.
- Itemized development budget.
- Operating Pro-forma/Cash-flow statements detailing revenues and costs.
- Market Study
- Additional outside consultation (contracted by the City – The City may require cost sharing, depending on nature)

The above is not an all-inclusive list. Each TIF Redevelopment Agreement is negotiated on a case-by-case basis and any additional documentation needed will be determined by the TIF Administrator.

The City will review each project independently and is under no obligation to pursue a proposal. Developers shall bear the costs of all evaluation materials requested by the City.

Requests and questions should be submitted to Stepheny McMahon, Economic Development Supervisor, at slmcmahon@urbanaillinois.us 217-328-8274

Development Agreements

Development Agreements are awarded to encourage capital investments in buildings and properties in Urbana's TIF Districts. Redevelopment Agreements cannot be combined with Redevelopment Incentives. All Agreements are subject to the availability of funding.

If you have any questions, please contact the Economic Development Division at 217-384-2444.

Redevelopment Agreement Program

The Redevelopment Agreement Program provides incentives for new buildings, large scale redevelopments, and projects that promise exceptional economic and community outcomes. Agreements are considered on a case-by-case basis and ultimately require City Council approval. Those interested in pursuing a Development Agreement should contact the Economic Development Division at 217-384-2444.

Redevelopment Agreements are used as incentives for major projects in Downtown Urbana and along the Cunningham Avenue Corridor. If you are working on a major development project in these areas, please contact the Economic Development Division to discuss whether a Redevelopment Agreement is a god fit for your project.

Redevelopment Agreements are negotiated on a case-by-case basis and tend to be proportional to the scale of the investment in the property. Guidelines of the documents required for consideration of a redevelopment agreement are listed on the document below.

Files:

Attachment	Size
Redevelopment Agreement Guidelines	137.17 KB

Urbana

The Urbana Economic Development Division administers several programs aimed at attracting new, and assisting existing businesses and commercial developments. These programs include economic incentives in the form of grants and redevelopment assistance, and are administered through our Tax Increment Finance Districts and Enterprise Zone and Philo Rd Business District.

Please contact the Economic Development Division at (217) 384-2444 if you have any questions. Staff will assist you in reviewing the incentive programs to determine what is the best fit for your business or project.

Programs offering assistance to Urbana businesses

Commercial Signage Grant Program ($2,000)

TIF Redevelopment Incentives (Up to $35,000 in select areas)

TIF Redevelopment Agreements (Negotiable)

Enterprise Zone Sales Tax Exemptions and Property Tax Abatements (Depending on project size)

Contact Reference:
Stepheny McMahon slmcmahon@urbanaillinois.us (217) 328-8274

Darius White dlwhite@urbanaillinois.us (217) 384-6288

- Last Modified -August 1, 2022 - 8:24am - Author - admin

Urbana

CITY OF FARMINGTON, ILLINOIS

ORDINANCE NO. 2022-09

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF FARMINGTON, FULTON COUNTY, ILLINOIS AND FARMINGTON FORWARD, LLC

PASSED BY THE CITY COUNCIL OF THE CITY OF FARMINGTON, FULTON COUNTY, ILLINOIS, ON THE 18TH DAY OF APRIL, 2022.

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY COUNCIL OF THE CITY OF FARMINGTON, FULTON COUNTY, ILLINOIS, THIS 18TH DAY OF APRIL, 2022.

EFFECTIVE: APRIL 18, 2022

CITY OF FARMINGTON, ILLINOIS: ORDINANCE NO. 2022-09

FARMINGTON 1 – DOWNTOWN/5TH AVENUE
TAX INCREMENT FINANCING (TIF) DISTRICT

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT
by and between
THE CITY OF FARMINGTON
and
FARMINGTON FORWARD, LLC
(54 E. Fort St. Project)

BE IT ORDAINED BY THE CITY OF FARMINGTON, FULTON COUNTY, ILLINOIS THAT:

1. The Redevelopment Agreement with Farmington Forward, LLC (***Exhibit A*** attached) is hereby approved.

2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said Redevelopment Agreement and the City Clerk of the City of Farmington is hereby authorized and directed to attest such execution.

3. The Redevelopment Agreement shall be effective the date of its approval on the 18th day of April, 2022.

4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

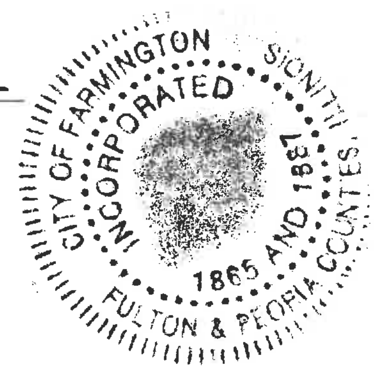
(The remainder of this page is intentionally blank.)

PASSED, APPROVED AND ADOPTED by the Corporate Authorities of the City of Farmington, Fulton County, Illinois, on the 18th day of April, 2022, and deposited and filed in the Office of the City Clerk of said City on that date.

MAYOR & ALDERMEN	AYE VOTE	NAY VOTE	ABSTAIN/ABSENT
NATHAN FLEMING	X		
DAVID ROSE	X		
CHARLES RASK	X		
KEVIN STOFFLEBEAM	X		
JOEY BOGGS	X		
Kent Kowal, Mayor			
TOTAL VOTES	5	0	0

APPROVED: Kent Kowal, Date: 4-18-2022
Mayor, City of Farmington

ATTEST: Nancy Reed, Date: 4/18/22
City Clerk, City of Farmington



ATTACHMENTS:

EXHIBIT A. REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF FARMINGTON AND FARMINGTON FORWARD, LLC (54 E. Fort St. Project)).

EXHIBIT A

FARMINGTON 1 – DOWNTOWN/5TH AVENUE
TAX INCREMENT FINANCING (TIF) DISTRICT
REDEVELOPMENT AGREEMENT
by and between
THE CITY OF FARMINGTON
and
FARMINGTON FORWARD, LLC
(54 E. Fort St. Project)

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF FARMINGTON, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF FARMINGTON ON THE 18TH DAY OF APRIL, 2022, ADOPTED ORDINANCE NO. 2022-09 A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET.

GIVEN UNDER MY HAND AND SEAL THIS 18TH DAY OF APRIL, 2022.

(SEAL)

CITY OF FARMINGTON FULTON & PEORIA COUNTIES INCORPORATED 1865 AND 1897

Nancy Reed

NANCY REED
CITY CLERK

FARMINGTON 1 – DOWNTOWN/5TH AVENUE TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF FARMINGTON, FULTON COUNTY, ILLINOIS

and

FARMINGTON FORWARD, LLC
(54 E. Fort St. Project)

APRIL 18, 2022

FARMINGTON 1 – DOWNTOWN/5TH AVENUE TIF DISTRICT
TIF REDEVELOPMENT AGREEMENT
by and between
CITY OF FARMINGTON
and
FARMINGTON FORWARD, LLC
(54 E. Fort St. Project)

THIS TIF REDEVELOPMENT AGREEMENT (including *Exhibits*) is entered into this 18th day of April, 2022, by the **City of Farmington** (the "City"), an Illinois Municipal Corporation, Fulton County, Illinois, and **Farmington Forward, LLC**, an Illinois Limited Liability Company (the "Developer").

PREAMBLE

WHEREAS, the City has the authority to promote the health, safety, and welfare of the City and its citizens and to prevent the spread of blight and deterioration and inadequate public facilities by promoting the development of private property thereby increasing the tax base of the City and providing employment for its citizens; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, a municipality may appropriate and expend funds for economic development purposes, including without limitation for commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the community; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.4 et seq., as amended (the "Act"), the City has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, and rehabilitate such property by reimbursing the owners for certain costs from resulting increases in real estate tax revenues; and

WHEREAS, on May 5, 2014, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or undeveloped, the City adopted Tax Increment Financing under the Act, approved a Redevelopment Plan and designated a Redevelopment Area known as the **Farmington Tax Increment Financing District** (the "TIF District"); and

WHEREAS, one such property is located at **54 East Fort Street, Farmington, Illinois, (PIN 05-04-12-101-008)** and is within the TIF District Redevelopment Project Area (the "Property" and as further described in ***Exhibit "1"*** attached hereto); and

WHEREAS, the Developer acquired the Property on June 24, 2015 and now intends to proceed with plans to undertake extensive demolition, repair, and renovation of the building located on the Property for use as new commercial business space (the "Project"), and is doing so based upon incentives made available by the City; and

WHEREAS, it is the intent of the City to encourage economic development which will increase the real estate tax base of the City, which increased incremental taxes will be used, in part, to finance incentives to assist development within the TIF District; and

WHEREAS, the Developer's proposed Project is consistent with the TIF District Redevelopment Plan and Projects for the Redevelopment Project Area and shall further conform to the land uses of the City as adopted; and

WHEREAS, pursuant to Section 5/11-74.4-4(b) of the Act, the City may make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of the Redevelopment Plan; and

WHEREAS, pursuant to Section 5/11-74.4-4(j) of the Act, the City may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement and further defined in Section 5/11-74.4-3(q) of the Act, including those Estimated TIF Eligible Project Costs as herein listed in the attached ***Exhibit "1"*** of this Redevelopment Agreement; and

WHEREAS, the Developer requested that incentives for the development be provided by the City from incremental increases in real estate taxes of the City generated from its Project and the City agreed to such incentives; and

WHEREAS, the City has determined that this Project requires the incentives requested as set forth herein and that said Project will, as a part of the Plan, promote the health, safety and welfare of the City and its citizens by attracting private investment to prevent blight and deterioration and to generally enhance the economy of the City; and

WHEREAS, the City has reviewed the conditions of the Property and has reason to believe that the costs of the necessary public and private improvements to be incurred by the Developer in furtherance of the Project are eligible project costs under the Act and are consistent with the Redevelopment Plan of the City; and

WHEREAS, the Parties have agreed that the City shall provide a forgivable loan to the Developer for the reimbursement of the Developer's Eligible Project Costs (***Exhibit "2,"*** the "Promissory Note"), which shall be secured by a Mortgage (***Exhibit "3"***) for funds payable to the Developer in three dispersals for a total cumulative amount not to exceed **Sixty Thousand and No/100 Dollars ($60,000.00)** from the Farmington TIF District Special Tax Allocation Fund as specified below in ***Section "C;"*** and

WHEREAS, in no event shall cumulative maximum reimbursements for the Developer's TIF Eligible Project Costs under this Agreement exceed **Sixty Thousand and 00/100 Dollars ($60,000.00)**; and

WHEREAS, in consideration of the execution of this Agreement, the Developer is completing the Project as set forth in ***Exhibit "1"***; and

WHEREAS, the City is entering into this Agreement having encouraged and induced the Developer to proceed with the Project located on said Property.

AGREEMENTS

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt of which is acknowledged, agree as follows:

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement.

2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.

3. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision and building codes. Failure to cure the violation of any such ordinance within thirty (30) days upon being provided written notice of the same by the City shall be cause for the City to declare the Developer in Default and unilaterally terminate this Agreement, except where such failure is not reasonably susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.

4. The Developer shall complete the Project within **thirty-six (36) months** from the date this Agreement is executed, subject to extension due to Force Majeure (defined below). The Project shall be deemed to be complete when the redevelopment project costs pursuant to ***Exhibit "1"*** have been incurred and verified by the Developer for the Property, and the City has issued a Certificate of Occupancy for the operation of a commercial-retail business thereon.

5. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The City has created a Tax Increment Financing District known as the "Farmington TIF District" which includes the Developer's Property. The City has approved certain Redevelopment Project Costs, including the types described in ***Exhibit "1"*** for the Developer's Project which shall be known as the **"Farmington Forward, LLC-54 E. Fort St. Redevelopment Project."**

C. INCENTIVES

In consideration for the Developer purchasing the Property and completing the Project as set forth herein, the City agrees to extend to the Developer the following incentives to assist the Developer's Project:

1. The City agrees to loan to the Developer (also, the "Borrower") by separate Promissory Note (attached hereto as ***Exhibit "2"***) the sum of **Sixty Thousand and No/100 Dollars ($60,000.00)** from the Farmington TIF District Special Tax Allocation Fund for TIF Eligible Project Costs incurred as a result of the Developer's Project. The terms and conditions for the Loan shall be as follows:

    a. The full Loan amount of **$60,000.00** shall be paid to the Developer in three (3) dispersals from the Farmington TIF District Special Tax Allocation Fund:

i. **Loan Dispersal #1** in the amount of **Forty Thousand and 00/100 Dollars ($40,000.00)** shall occur within thirty (30) days following the execution of this Agreement, or upon verification of a minimum of $40,000 of TIF Eligible Project Costs pursuant to ***Section "E"*** below, whichever occurs later.

ii. **Loan Dispersal #2** in the amount of **Ten Thousand and 00/100 Dollars ($10,000.00)** shall occur following Loan Dispersal #1 and within thirty (30) days following the one (1) year anniversary of the execution of this Agreement in 2023, or upon verification of an additional $10,000 of TIF Eligible Project Costs pursuant to ***Section "E"*** below, whichever occurs later.

iii. **Loan Dispersal #3** in the amount of **Ten Thousand and 00/100 Dollars ($10,000.00)** shall occur following Loan Dispersal #2 and within thirty (30) days following the two (2) year anniversary of the execution of this Agreement in 2024, or upon verification of an additional $10,000 of TIF Eligible Project Costs pursuant to ***Section "E"*** below, whichever occurs later.

b. A separate Promissory Note is attached as ***Exhibit "2".***

c. The interest rate for the Loan shall be **Three Percent (3.0%)** per annum, and shall begin to accrue on the date Principal Loan Funds are dispersed to the Developer.

d. The term of the Loan shall expire on **April 30, 2028.**

e. **One-sixth (1/6th)** of the principal of the Loan amount, plus any accrued interest thereon, shall be forgiven annually by the City commencing April 30, 2023 and continuing on April 30th of each year thereafter for the term of the Loan, provided the Developer has been at all times in full compliance with every term of this Agreement, including the following:

i. Upon completion of the Project, the Developer agrees to continually operate or lease the new commercial business space as a retail commercial business that is generating municipal sales tax on the Property. If a retail business fails to occupy the building or commercial operations cease and fail to generate municipal sales tax for a period of greater than one-hundred eighty (180) days at any time during the term of this agreement, the Developer shall be in default of this Agreement and shall pay the City the full principal balance due plus any accrued interest within thirty (30) days of written notice from the City of such default.

ii. The Developer shall annually provide verification of the payment of the real estate taxes for the Property.

iii. The Developer does not file for bankruptcy or otherwise become insolvent.

iv. The Property is not the subject of foreclosure proceedings.

v. The Developer does not sell or otherwise convey the Property during the term of the Loan, absent a written assignment approved by the City Council pursuant to ***Section "M"*** below.

vi. The Developer shall acquire and maintain adequate insurance on the Property to cover the replacement cost of the completed Project and shall name and verify the City as a loss payee of any such policy during the term of this agreement. The City agrees that it shall be a subordinate loss payee to the Developer's primary bank lender for the Project.

vii. This Agreement may be amended at any time, if approved in writing by the Parties.

2. The Promissory Note shall be secured by a mortgage on the Property (see "Mortgage" attached hereto as ***Exhibit "3"***) to be issued by the Developer and in favor of the City and shall be recorded at the Fulton County Recorder's office. The City agrees to subordinate its mortgage on the Property to that of the Developer's primary lender for this Project.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. The Developer shall be reimbursed by the City for all Eligible Project Costs permitted by the Act (subject to a limitation of **$60,000.00**) from the real estate tax increment generated by this Project located on the Property and deposited into the Special Account, but only for the term of the Agreement and only from the Property included in this Project and currently owned by the Developer at that location. The parties may add additional phases and eligible project in excess of the amount authorized by this Agreement upon mutual agreement.

2. It is not contemplated nor is the City obligated to use any of its proportionate share of the monies for any of the Developer's Eligible Project Costs but, rather, the City shall use its sums for any purpose under the Act as it may in its sole discretion determine.

3. The Developer agrees to substantially complete the project, subject to Force Majeure, as defined below.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

1. Payment to the Developer for TIF Eligible Project Costs as set forth by the Act, shall be made by a Requisition for Payment of Private Development Redevelopment Costs (***Exhibit "4"***, "Requisition") submitted from time to time by the Developer to the City's TIF Administrator Jacob & Klein, Ltd., with copy to The Economic Development Group, Ltd. (collectively, the "Administrator"), and subject to the Administrator's approval of the costs and to the availability of funds in the Special Account.

2. All Requisitions must be accompanied by verified bills or statements of suppliers, contractors, or professionals together with mechanic's lien waivers (whether partial or full) from each of the parties entitled to a payment that is the subject of the Requisition as required by the City.

3. **For the Developer to receive reimbursement of Eligible Project Costs as described in *Section "C"* for costs it has incurred in any year as set forth in *Paragraphs "1" and "2"***

above, the Developer must submit such proposed eligible costs to the City by March 1 of the following year. If there are no accumulated outstanding costs previously submitted and approved by the City and if the Developer does not submit such proposed eligible costs by this deadline, the Developer will forfeit reimbursement of such costs from the prior year's real estate tax increment to be paid in the current year. Any approved eligible costs submitted after this deadline will be eligible for reimbursement from the next year's real estate increment receipts.

4. Any real estate increment not required to be paid to the Developer under the terms of ***Paragraph "3"*** above shall be available to the City for any purpose set forth in the TIF Plan and allowed by the Act.

5. The Developer shall use such sums as reimbursement for Eligible Project Costs only to the extent permitted by law and the Act and may allocate such funds for any purpose for the terms of this Agreement or the term of the TIF District whichever is longer.

6. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) business days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator, the reasons for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.

7. All TIF Eligible Project Costs approved shall then be paid by the City from the Special Account to the Developer, or to others as directed by the Developer, pursuant to the Redevelopment Plan and as allowed by Illinois Law. The City shall pay such approved eligible Costs annually, provided the Developer has satisfied the terms of this Agreement and costs which exceed the amount available to pay the Developer shall carry forward, until paid, without further action of the Developer. Payment shall be made within forty-five (45) days after approval subject to the terms if this Agreement and after receipt of the increment generated by the Developer's Redevelopment Project from the County.

8. The Parties acknowledge that the determination of Eligible Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The City has no obligation to the Developer to attempt to modify those decisions but will assist the Developer in every respect as to obtaining approval of Eligible Project Costs.

9. The Developer may submit for prior approval by the City as TIF Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer or its designee to provide to the City, as requested in writing, copies of all PAID real estate tax bills, annually, for the Property.

2. The failure of Developer to provide any information required herein after written notice from the City, and the continued failure to provide such information within (30) days after such notice, shall be considered a breach of this Agreement and shall be cause for the City to deny

payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

G. LIMITED OBLIGATION

The City's obligation hereunder to pay the Developer for Eligible Project Costs is a limited obligation to be paid solely from the Special Account. Said obligation does not now and shall never constitute an indebtedness of the City within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to a pecuniary liability of the City or a charge or lien against any City fund or require the City to utilize its taxing authority to fulfill the terms of this Agreement.

H. CITY PUBLIC PROJECTS

The City intends to use part or all of its share of the Project's real estate increment for other public projects within the TIF District or within contiguous TIF Districts as allowed by law. The City shall be eligible for reimbursement of the cost of doing so, as well as other eligible costs incurred by the City in the TIF District.

I. LIMITED LIABILITY OF CITY TO OTHERS FOR DEVELOPER'S EXPENSES

There shall be no obligation by the City to make any payments to any person other than the Developer, nor shall the City be obligated to make direct payments to any other contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the Developer's Project.

J. COOPERATION OF THE PARTIES

1. The City and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer's Redevelopment Project. This includes without limitation the City assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, subsidy or additional funding which may be available from other governmental sources as the result of the Developer's or City's activities. This also includes without limitation the Developer assisting or sponsoring the City, or agreeing to jointly apply with the City, for any grant, award, or subsidy which may be available as the result of the City's or the Developer's activities.

2. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the City's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.

3. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies all approvals (whether federal, state, county or local) required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property, including, without limitation, wetland mitigation, gas, telephone, and electric utility services, roads, highways, rights-of-way, water and sanitary sewage facilities, and storm water disposal facilities.

K. DEFAULT; CURE; REMEDIES

In the event of a default under this Redevelopment Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other Party (the "Non-defaulting Party"), may have an action for damages, or, in the event damages would not fairly compensate the Non-defaulting Parties for the Defaulting Party's breach of this Redevelopment Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the City hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement.

In the event a Defaulting Party shall fail to perform a monetary covenant which it is required to perform under this Redevelopment Agreement, it shall not be deemed to be in default under this Redevelopment Agreement unless it shall have failed to perform such monetary covenant within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying that it has failed to perform such monetary covenant. In the event a Defaulting Party fails to perform any nonmonetary covenant as and when it is required to under this Redevelopment Agreement, it shall not be deemed to be in default if it shall have cured such default within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying the nature of the default, provided, however, with respect to those nonmonetary defaults which are not capable of being cured within such thirty (30) day period, it shall not be deemed to be in default if it commences curing within such thirty (30) day period, and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

L. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. The Developer agrees to complete this Project within **thirty-six (36) months** following the date of execution of this Agreement. Failure to do so shall be cause for the City to declare the Developer in default and unilaterally terminate this Agreement. However, the Developer and the City shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or City fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the City (or the City's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or the City.

M. ASSIGNMENT

The rights and obligations of the Developer under this Agreement shall be fully assignable provided written notice is provided to the City and the City Council's consent is obtained prior to such assignment. The City shall not unreasonably withhold its consent provided that the nature of the Project is not substantially changed and provided that the assignee is financially capable of fulfilling the obligations of the assignor. No such assignment shall be deemed to release the Developer of its obligations to the City under this Agreement unless the specific consent of the City to release the Developer's obligations is first obtained in writing.

N. PREPAYMENTS

Should the annual incremental tax revenue generated by the Project be sufficient to pay all the Developer's Eligible Project Costs prior to the expiration of the term of this Agreement, City may, in its sole discretion, elect to pay all then remaining payments in a single lump sum payment.

O. WAIVER

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing. No such waiver shall obligate such party to waive any right of remedy hereunder or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

P. SEVERABILITY

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Q. NOTICES

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of (i) the date of actual delivery, if delivered personally, or (ii) as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid or (iii) the next business day if sent overnight delivery using a nationally recognized delivery service, addressed as follows:

<u>TO CITY</u>

City of Farmington
℅ City Clerk
2 N. Main St.
Farmington, Illinois 61531
Ph: (309) 245-2011
Fax: (309) 245-9123

With Copy to City TIF Administrator:

Jacob & Klein, Ltd. and
The Economic Development Group, Ltd.
1701 Clearwater Avenue
Bloomington, Illinois 61704
Ph: (309) 664-7777
Fax: (309) 664-7878

<u>TO DEVELOPER</u>

Farmington Forward, LLC
℅ Mr. Joe Higgs
16 East Fort Street
Farmington, Illinois 61531
Ph: (309) 245-2444
Fax: (309) 245-2110

R. SUCCESSORS IN INTEREST

Subject to the provisions of ***Section "M"*** above, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

S. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

Neither anything in this Agreement nor any acts of the Parties to this Agreement shall be construed by the Parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such Parties.

T. LIMITATIONS OF LIABILITY

As it relates to this Agreement, no recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the City, its officers, agents and employees, in excess of any specific sum agreed by the City to be paid to Developer, hereunder, subject to the terms and conditions herein, and no liability, right or claim at law or in equity shall attach to or shall be incurred by its officers, agents and employees in excess of such amounts, and all and any such rights or claims of Developer against the City, its officers, agents and employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City.

U. ENTIRE AGREEMENT

The terms and conditions set forth in this Agreement supersede all prior oral and written understandings and constitute the entire agreement between the City and the Developer with respect to the subject matter hereof.

V. TERM OF THE AGREEMENT

Notwithstanding anything contained herein to the contrary, this Agreement shall expire **April 30, 2028**, or the current expiration of the TIF District as of tax year 2027 payable 2028, whichever occurs first. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings, or upon default by the Developer of this Agreement.

W. ILLINOIS PREVAILING WAGE ACT

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to Sales Tax Reimbursements received by private developers as reimbursement for private redevelopment project costs. This position of the Department of Labor is stated as an answer to a FAQ on its website at: https://www2.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx#qst16. The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants, and attorneys (collectively, the "indemnified Parties"), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et. seq.*), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City. Failure to comply with any of these requirements may cause all benefits hereunder to be terminated by the City.

X. OTHER GENERAL PROVISIONS

1. **Titles of Paragraphs:** Titles of the several parts, paragraphs, sections, or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provisions hereof.

2. **Warranty of Signatories:** The signatories of Developer warrant full authority to both execute this Agreement and to bind the entity in which they are signing on behalf of.

3. **Counterparts:** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

4. **Choice of Law/Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court of Fulton County, Illinois.

(The remainder of this page is intentionally left blank.)

THIS AGREEMENT IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at the City of Farmington, Illinois.

CITY	**DEVELOPER**
CITY OF FARMINGTON, ILLINOIS, an Illinois Municipal Corporation	**FARMINGTON FORWARD, LLC, an Illinois Limited Liability Company**
BY: __________ Mayor	BY: __________ Manager
Date: 4-18-2022	Date: 4/21/22
ATTESTED BY:	
Nancy Reed City Clerk	
Date: 4/18/22	

CITY OF FARMINGTON
INCORPORATED
1865 AND 1887
FULTON & PEORIA COUNTIES, ILLINOIS

Attachments:

Exhibit 1. Summary of TIF Eligible Project Costs.

Exhibit 2. Request for Verification of TIF Eligible Project Costs by Farmington Forward, LLC.

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

Farmington Forward, LLC (54 East Fort Street) Redevelopment Project
Farmington TIF District, Farmington, Illinois

Project Description: Extensive demolition, repair, and renovation of the building located on the Property for use as new commercial business space.

Location: 54 East Fulton Street, Farmington, IL (PIN 05-04-12-101-008)

Part of Lot Six (6) in Collins' Addition to the Town, no City of Farmington, Illinois, described as follows:

Beginning at a point 72 feet 7 inches East of the Northwest corner of said Lot 6, running thence South 8 rods, running thence West 20 feet and 6 inches, running thence North 8 rods, running thence East 20 feet and 6 inches to the place of beginning, situated in the City of Farmington, County of Fulton and State of Illinois.

Figure 1. Front, north-facing side of the building.

Figure 2. Rear, south-facing side of the building.

Developer's Estimated TIF Eligible Project Costs:

Site preparation and demolition	$17,510
Professional legal expenses	$2,000
Rehabilitation or renovation of existing buildings (interior and exterior)	$94,303
Public infrastructure improvements	$6,412
TOTAL ESTIMATED TIF ELIGIBLE PROJECT COSTS[1]	**$120,225**

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[1] **NOTE:** The total, cumulative reimbursement of new real estate tax increment generated by the Developer's Project for TIF Eligible Project Costs payable by the City to the Developer shall not exceed **$60,000.00**, as set forth in this Redevelopment Agreement. The line items set forth in this ***Exhibit "1"*** are not intended to place a total limit on the described expenditures or intended to preclude payment of other TIF eligible redevelopment project costs in connection with the Developer's Project, provided the total amount of payment for all eligible redevelopment project costs, public and private, shall not exceed the total amount set forth herein. Adjustments may be made to the designated and anticipated line items within the total, either increasing or decreasing verified line-item costs for the Redevelopment Project.

EXHIBIT 2

PROMISSORY NOTE

FOR VALUE RECEIVED, Farmington Forward, LLC (the "Borrower"), promises to pay the **City of Farmington, Fulton County, Illinois**, an Illinois Municipal Corporation ("Lender") the principal sum of up to **Sixty Thousand and 00/100 Dollars ($60,000.00)** with interest accruing on the unpaid principal at the rate of three percent (3%) per annum. The aforementioned principal sum represents monies loaned by the Lender to the Borrower for the reimbursement of Borrower's TIF Eligible Project Costs, specifically redevelopment project costs, incurred as a result of a Redevelopment Project located at **54 East Fort Street, Farmington, Illinois (Parcel Identification # 05-04-12-101-008 and the "Property")**, within the Farmington Tax Increment Financing (TIF) Redevelopment Project Area and that is the subject of a Tax Increment Financing District Redevelopment Agreement between the City of Farmington and Farmington Forward, LLC (the "Redevelopment Agreement") entered into the 18 day of APRIL, 2022.

The term of this Promissory Note shall commence on the date the Redevelopment Agreement is executed between the Borrower and the Lender and end on April 30, 2028.

Provided that the Borrower is at all times in compliance with the Redevelopment Agreement and this Promissory Note, One-Sixth (1/6) of the principal balance of $60,000.00, plus any accrued interest thereon, shall be forgiven by the Lender each year during the term of this Promissory Note, with the first date of forgiveness being April 30, 2023 and continuing on April 30th each year thereafter for the term of this Promissory Note. Provided that the Borrower does not Default or otherwise breach this Promissory Note or the Redevelopment Agreement, the full principal amount of this Promissory Note, plus any accrued interest thereon, shall be forgiven on the expiration of this Promissory Note.

The Borrower shall be deemed in Default of this Promissory Note, if the Borrower:

1. The Borrower fails to continually operate a commercial enterprise located on the Property for the Term of the Promissory Note;
2. Sells or otherwise conveys the subject Property during the term of this Promissory Note;
3. Files for bankruptcy or otherwise becomes insolvent during the term of this Promissory Note;
4. Fails to provide annual verification that the ad valorem real estate taxes for the subject Property have been paid;
5. If the Property becomes the subject of foreclosure proceedings.

In the event the Borrower is in Default under the terms of this Promissory Note or the Redevelopment Agreement and does not cure said default or breach on or before the thirtieth (30th) day after Lender gives Borrower written notice of Default thereof by personal delivery or certified mailing, the outstanding principal amount, plus any accrued interest thereon, is immediately due to the Lender and the Lender shall be entitled to all remedies permitted by law. Notice shall be deemed given on the date of personal delivery or date of mailing, whichever applies. No delay or failure in giving notice of said Default or breach shall constitute a waiver of the right of the Lender to exercise said right in the event of a subsequent or continuing Default or breach. Furthermore, in the event of such Default or breach, Borrower promises to reimburse Lender for all collection and/or litigation costs incurred by the Village, including reasonable attorney fees and court costs, whether judgment is rendered or not.

This Promissory Note has been entered into and shall be performed in the City of Farmington, Fulton County, Illinois, and shall be construed in accordance with the laws of Illinois and any applicable federal statutes or regulations of the United States. Any claims or disputes concerning this Note shall, at the sole election of the Lender, be adjudicated in Fulton County, Illinois.

LENDER:

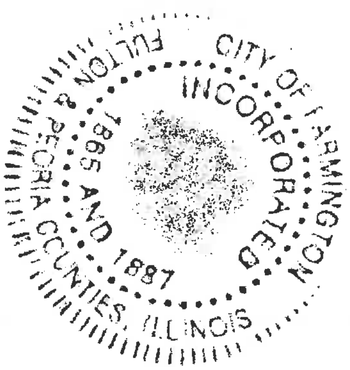
CITY OF FARMINGTON, ILLINOIS, an Illinois Municipal Corporation

BY: ______________________
Mayor, City of Farmington

Date: 4-18-2022

ATTESTED BY: ______________________
City Clerk, City of Farmington

Date: 4/18/22



BORROWER:

FARMINGTON FORWARD, LLC., an Illinois Limited Liability Company

BY: ______________________
Manager

Date: 4/21/22

EXHIBIT 3

MORTGAGE

RECORDATION REQUESTED BY:
The City of Farmington, Illinois
322 E. Fort Street, Room 101
Farmington, IL 61531

WHEN RECORDED MAIL TO:
The City of Farmington, Illinois
322 E. Fort Street, Room 101
Farmington, IL 61531

PREPARED BY:
Nicolas P. Nelson
Jacob & Klein, Ltd.
1701 Clearwater Avenue
Bloomington, IL 61704

2201803

PATRICK O'BRIAN
COUNTY CLERK & RECORDER
FULTON COUNTY, IL
RECORDED ON
04/29/2022 10:31 AM
RECORDING FEE 68.00
RHSP FEE 9.00
PAGES: 9

FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated APRIL 18**, 2022 is made and executed between Farmington Forward, LLC, whose address is 16 East Fort Street, Farmington, Illinois 61531 (referred to below as "Grantor") and the City of Farmington, an Illinois Municipality, whose address is 322 E. Fort Street, Room 101, Farmington, Illinois 61531 (referred to below as "Lender").** Grantor owes Lender the principal sum of Sixty Thousand Dollars and No Cents ($60,000.00) as evidenced by the Note executed by Grantor and Lender on April 18, 2022.

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **located at 54 E. Fort Street, Farmington, Illinois (the "Real Property"), and further described as**:

> ***A part of Lot Six (6) in Collins' Addition to the Town, now City of Farmington, Illinois, described as:***
>
> ***Beginning at a point 72 feet 7 inches East of the Northwest corner of said Lot 6, running thence South 8 rods, running thence West 20 feet and 6 inches, running thence North 8 rods, running thence East 20 feet and 6 inches to the place of beginning, situated in the City of Farmington, County of Fulton, and State of Illinois.***
>
> ***PIN: 05-04-12-101-008***
> ***Address: 54 East Fort Street, Farmington, Illinois 61531***

THIS MORTGAGE IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorney's fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional oblige under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

LENDER'S EXPENDITURES. If Grantor fails: (A) to keep the Property free of all taxes, liens, security interests (other than that of the primary lender for the Developer's Project), encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title or record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The Following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interest created by this Mortgage, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph and is declared in default, Lender may do so for and in the name of Grantor, and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property.

EVENTS OF DEFAULT. At Lender's option, Grantor will be in default under this Mortgage if any of the following happen:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Break Other Promises. Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

False Statements. Any representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Taking of the Property. Any creditor or governmental agency tries to take any of the Property or any other of Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Grantor's accounts, including deposit accounts, with Lender. However, if Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Grantor give Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement, including but not limited to the TIF District Redevelopment Agreement executed on April 18, 2022, which is incorporated herein by this reference (the "TIF Redevelopment Agreement"), between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshaled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of the Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court cots, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Illinois.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of his Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

SUBORDINATION OF MORTGAGE: Pursuant to the TIF Redevelopment Agreement, this Mortgage shall be subordinate to the following mortgages:

1) 1st Mortgage on the Real Property held by the primary lender for the Developer's Project.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means Farmington Forward, LLC and all its successors and assigns.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Farmington Forward, LLC.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents an any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means the City of Farmington, Illinois, its successors and/or assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the Promissory Note executed by the Parties on April 18, 2022, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions. The interest rate on the Note is three percent (3.0%) per annum.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, mortgages, deeds of trust, collateral mortgages, amendments to the TIF District Redevelopment Agreement executed by the

Parties on April 18, 2022, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR ACKNOWLEDGES HAVING REAL ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:
Farmington Forward, LLC,

By: ____________________

Name: Daniel C. Kiesewetter

Title: member

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) **SS.**
COUNTY OF FULTON)

On this day before me, the undersigned Notary Public, personally appeared Daniel C. Kiesewetter, to me known to be the individual described in and who executed the Mortgage, and acknowledged that he/she/they signed the Mortgage as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 21st **day of** April**, 2022.**

By ____________________ **Residing at** PEORIA, IL

Notary Public in and for the State of Illinois.

My commission expires 9/28/24**.**

MEGAN M CALLISON
Official Seal
Notary Public - State of Illinois
My Commission Expires Sep 28, 2024

917571

EXHIBIT 4

PRIVATE PROJECT
REQUEST FOR VERIFICATION OF TIF ELIGIBLE PROJECT COSTS
BY FARMINGTON FORWARD, LLC (54 E. FORT ST. PROJECT)

Date submitted: ___________________

Attention: City of Farmington, IL TIF District Administrator

Re: TIF Redevelopment Agreement dated April 18, 2022, by and between the City of Farmington and Farmington Forward, LLC (54 East Fort Street) Project.

The City of Farmington is hereby requested to disburse funds from the Special Tax Allocation Fund pursuant to the above referenced Redevelopment Agreement in the following amount(s) to the Developer and for the purpose(s) set forth in this Request for Verification of the Developer's TIF Costs. The terms used herein shall have the same meanings as those terms in the Redevelopment Agreement.

1. Request No. _____________

2. Reimbursement payable to: Farmington Forward, LLC (54 E Fort St. Project)

3. Amounts requested to be reimbursed *(attach additional pages, if necessary):*

Description of Developer's TIF Cost	Amount
TOTAL:	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for Redevelopment Project Costs for the Project detailed in ***Exhibit "1"*** of the Redevelopment Agreement.

5. The undersigned hereby certifies and swears under oath that the following statements are true and correct:

   a. the amounts included in (3) above were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the City Codes; and

   b. the amounts paid or to be paid, as set forth in this Request for Reimbursement, represent a part of the funds due and payable for Developer's TIF Costs; and

   c. the expenditures for which amounts are requested represent proper redevelopment project costs as identified in the "Limitation of Incentives to Developer" described in ***Section "D"*** of the Redevelopment Agreement: have not been included in any previous Request for Reimbursement; have been properly recorded on the Developer's books; and are set forth with invoices attached for all sums for which reimbursement is requested and proof of payment has been provided; and

   d. the amounts requested are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for redevelopment project costs; and

   e. the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

   f. Any violation of this oath shall constitute a default of the Redevelopment Agreement and shall be cause for the City to unilaterally terminate the Redevelopment Agreement.

6. Attached hereto is a copy of ***Exhibit "1"*** of the Redevelopment Agreement, together with copies of invoices and proof of payment of such invoices, including cancelled checks and/or any lien waivers (to the extent applicable) relating to all items for which reimbursement is being requested.

BY: ______________________ (Developer)

Title: member

☐ **REVIEWED BY FARMINGTON TIF DISTRICT ADMINISTRATOR**

BY: ______________________

Title: ______________________ Date: ______________________

☐ **APPROVED BY CITY OF FARMINGTON, ILLINOIS**

BY: ______________________

Title: ______________________ Date: ______________________

OLD BUSINESS

ITEM 4

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: October 4, 2022
Subject: Krekel's Loan

Please see attached loan agreement that has been drawn up by Greg.

We are proposing a loan of $131,000 with a 1% interest rate. He will make 5 annual payments of $26,991.21.

***By approving this will allow Chad and I to discuss the total amount needed, but it will not exceed $131,000.**
***He can make payments through the year if he wants to.**
***This does not include the $25,000 TIF Grant (this will be approved at the next meeting once the contract is drawn up by TIF IL).**
***TIF IL will also draw up the TIF contract for them.**

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

LOAN AGREEMENT

BORROWER	LENDER
	THE VILLAGE OF FORSYTH, ILLINOIS
ADDRESS	**ADDRESS**
	301 South Route 51 Forsyth, IL 62535

THIS LOAN AGREEMENT (the Agreement) is made and dated as of the _____ day of ________, 2022, by and between **The Village of Forsyth**, an Illinois municipal corporation, (the Lender), and _________________________ as borrower (referred to as "Borrower").

RECITALS

WHEREAS, the Borrower has requested the Lender to extend credit to the Borrower and the Lender has agreed to do so. Borrower acknowledges that Lender has not promised to loan any more funds and that Lender shall not provide any other loans to Borrower.

WHEREAS, Lender is a municipal corporation governed by the provisions of the Illinois Municipal Code.

WHEREAS, Section 5/8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5) provides that the corporate authorities may expend funds for economic development purposes, including the making of grants to commercial enterprises that are deemed necessary or desirable for the promotion of economic development.

WHEREAS, the Borrower and the Lender desire to set forth herein the mutually agreed upon terms and conditions of such credit extension.

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. LOAN FACILITY

(A) Term Loan. On the terms and subject to the conditions set forth herein, the Lender agrees that it shall make a loan ("Loan") to the Borrower in the amount of ONE HUNDRED AND THIRTY ONE THOUSAND DOLLARS ($131,000.00), payable as set forth below and the Borrower agrees to borrow such sum from the Lender. The date on which the Loan proceeds are received in the Borrower's designated account shall be known as the Disbursement Date.

(B) Calculation of Interest. The Borrower shall pay interest on the outstanding principal balance of the Loan at a rate of five percent (1%) per annum according to the following payment schedule:

Date	Paid by Lender to Borrower	Paid by Borrower to Lender
Date of Disbursement	$131,000.00	
1st Anniversary of Date of Disbursement		$26,991.21
2nd Anniversary of Date of Disbursement		$26,991.21
3rd Anniversary of Date of Disbursement		$26,991.21
4th Anniversary of Date of Disbursement		$26,991.21
5th Anniversary of Date of Disbursement		$26,991.21

(C) Requirements of Law; Increased Costs. It is expressly understood and acknowledged that the Borrower shall not be responsible for any increase of the costs to the Lender of making, renewing, or maintaining the Loan, whether due to any circumstance including but not limited to any applicable law, order, regulation, or directive issued by the State of Illinois or the United States or any other governmental authority, agency, or instrumentality, domestic or international.

(D) Loan Document. This Agreement shall serve as evidence of the obligation of the Borrower to repay the Loan.

(E) Computations. All computations of interest and fees payable hereunder shall be based upon a year deemed to consist of 365 days for the actual number of days elapsed.

(F) Prepayments.

(i) The Borrower may prepay the Loan, in whole at any time or in part from time to time, upon not less than one Business Day's prior written notice to the Lender.

(ii) The Borrower shall pay in connection with any prepayment hereunder all interest accrued but unpaid on the Loan concurrently with payment to the Lender of any principal amounts.

3. CONDITIONS TO MAKING LOAN. The Lender's obligation to make the Loan is contingent upon the Borrower delivering or having delivered to the Lender, in form and substance satisfactory to the Lender, each of the following:

(A) A duly executed copy of this Agreement;

(B) A duly executed copy of any other necessary Loan Documents;

4. SALES, RESTRICTIONS, MANAGEMENT. Borrow shall not assign, convey, lease, sell or transfer substantially all or all of its assets to any third party without the prior consent of Lender. Borrow shall not make or commit to make any advance, loan, or extension of credit or capital contribution to, or purchase any stock or unit of ownership in any LLC or partnership, purchase bonds, notes, or other securities or make any other investments without Lender's consent, or create, incur, assume or suffer to exist any indebtedness. In no event shall anything herein be construed so as to grant or convey to Lender any rights or obligations as to the management or operation of Borrower's business.

5. **INDEMNIFICATION OF LENDER.** Lender shall not assume or be responsible for the performance of any of Borrower's obligations with respect to this Agreement under any circumstances. Borrower agrees that it shall indemnify and hold harmless Lender and its officers, and agents from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (collectively "Claims") pertaining to or arising from Borrower's performance of its obligations under this Agreement.

6. **INDEMNIFICATION OF BORROWER.** Borrower shall not assume or be responsible for any of Lender's obligations or any of Lender's action whether with respect to this Agreement or otherwise under any circumstances. Lender agrees that it shall indemnify and hold harmless Borrower, its officers, agents, and assigns from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (collectively "Claims") pertaining to or arising from this Agreement.

7. **TAXES AND ASSESSMENTS.** In no event shall Lender be responsible for Borrower's taxes, licenses, fees and assessments relating to its business operations (including, but not limited to, income taxes, personal property taxes, withholding taxes, sales taxes, use taxes, excise taxes and workers' compensation premiums) including but not limited to those required by the State of Illinois and the United States Internal Revenue Service.

8. **EVENTS OF DEFAULT.** An Event of Default will occur under this Agreement in the event that Borrower:

   (a) fails to make any payment under this Agreement or any other indebtedness to Lender when due;

   (b) fails to perform any obligation or breaches any representation, warranty or covenant to Lender contained in this Agreement or any other present or future written agreement regarding this or any other indebtedness to Lender;

   (c) provides or causes any false or misleading signature or representation to be provided to Lender;

9. **RIGHTS OF LENDER ON EVENT OF DEFAULT.** If any Event of Default shall occur, except where otherwise provided in this Agreement, all commitments and obligations of Lender under this Agreement or any other agreement immediately will terminate, and, at Lender's option, all indebtedness immediately will become due and payable, all without notice of any kind to Borrower. In addition, Lender shall have all the rights and remedies available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower, and shall not affect Lender's right to declare a default and to exercise its rights and remedies

10. **ASSIGNMENT.** Borrower shall not assign any of its rights, remedies or obligations described in

this Agreement without the prior written consent of Lender.

11. **MODIFICATION AND WAIVER.** The modification or waiver of any of Borrower's obligations or Lender's rights under this Agreement must be contained in a writing signed by both Borrower and Lender. Lender may perform any of Borrower's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion.

12. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors, trustees, receivers, administrators, personal representatives, legatees, and devisees.

13. **NOTICES.** Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses described in this Agreement or such other address as the parties may designate in writing from time to time.

14. **SEVERABILITY.** If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid and the unenforceable provision shall be modified so as to be enforceable.

15. **MISCELLANEOUS.**

(a) **Accuracy of Information.** All information furnished by Borrower to Lender shall be true, accurate and complete in all respects.

(b) **Time of the Essence.** Borrower and Lender agree that time is of the essence.

(c) **Waiver of Demand.** Borrower waives presentment, demand for payment, notice of dishonor and protest except as required by law.

(d) **Integration.** This Agreement represents the complete and integrated understanding between Borrower and Lender regarding the terms hereof.

(e) **Survival.** All representations, warranties, covenants, and agreements herein contained on the part of the Borrower shall survive the termination of this Agreement and shall be effective until the obligations are paid and performed in full or longer as expressly provided herein.

(f) **Counterparts and Facsimile Signatures.** This Agreement and may be executed in any number of counterparts, all of which together shall constitute one agreement, and signatures may be by facsimile which shall be acceptable and enforceable the same as if they were originals.

(g) **Accounting Terms.** All accounting terms not otherwise defined herein are used with the meanings given such terms by "Generally Accepted Accounting Principles" ("GAAP") in effect from time to time.

(h) **No Third Parties Benefitted.** This Agreement is made and entered into for the sole protection and legal benefit of the Borrower and the Lender, and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement or any other loan documents. The Lender has no obligation to any person not a party to this Agreement.

Dated: _____________, 2022

VILLAGE OF FORSYTH:

By: ______________________________
Name: Jim Peck
Its: Mayor

By: ______________________________
Name: Cheryl Marty
Its: Clerk

BORROWER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. BORROWER ACKNOWLEDGES RECEIPT OF EXACT COPIES OF THIS AGREEMENT.

BORROWER:

[Name]

By: ______________________________
Name: ______________________________
Its: ______________________________

OLD BUSINESS

ITEM 5

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Matthew B. Foster, PE, PLS
Date: September 21, 2022
cc: Ms. Jill Applebee, Village Administrator
Re: 2022 Asphalt Street Rehabilitations Change Order #1 & Final

---

Honorable Mayor and Trustees,

Presented for consideration is construction contract change order #1 & final for the 2022 Asphalt Street Rehabilitation project. This change order to Dunn Company covers the standard adjustments to quantities to reflect final field measurements. It also includes subbase material repairs that were needed under two patch locations on Marion Ave. Net change to the contract price by this change order is a deduction of $42,201.37.

In the Village's 2022 Budget, $402,000 was provided for design, bidding, construction and observation services for this project (line item 30-00-874-1). The following is a current projection of the costs for these items:

Design & Bidding:	$ 43,701 (Final)
Road Rehabilitation:	$212,645 (Final Contract Price minus Schroll Pointe Patching)
Construction Observation:	$ 22,000 (Estimated)
2022 Project Total:	$278,346 ($123,654 / 30.5% under budget)

Chastain & Associates LLC recommends approval of Change Order #1 to the 2022 Asphalt Street Rehabilitation project. Thank you for the opportunity to serve the Village in this matter. Should you have any questions in advance of the Board meeting, please feel free to contact us at your convenience.

Matt B. Foster

CHANGE ORDER

Order No.:	1
Date:	9/20/2022
Agreement Date:	5/17/2022

NAME OF PROJECT: 2022 ASPHALT PAVEMENT REHABILITATIONS

OWNER: VILLAGE OF FORSYTH, ILLINOIS

CONTRACTOR: DUNN COMPANY, A DIVISION OF TYROLT, INC.

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

JUSTIFICATION: See attached pages for cost breakdown by quantity and justifications.

ITEM AND QUANTITY	ADDITIONS	DEDUCTIONS
Contract Unit Price Items (See Attached Summary)	$1,883.45	$46,030.77
Subbase Repairs 7/14/2022 Force Account	$1,945.95	
Totals	$3,829.40	$46,030.77
Total Contract Change	**($42,201.37)**	

CHANGE TO CONTRACT PRICE:

Original **CONTRACT PRICE:** $409,371.50

Current **CONTRACT PRICE** adjusted by previous **CHANGE ORDER**:	$409,371.50
The **CONTRACT PRICE** due to this **CHANGE ORDER** will be decreased by:	-$42,201.37
The new **CONTRACT PRICE** including this **CHANGE ORDER** will be:	$367,170.13

CHANGE TO CONTRACT TIME:

No change to the **CONTRACT TIME** is necessary.

GERMAINESS DETERMINATION:

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

APPROVALS REQUIRED:

Recommended by: Chastain & Associates LLC By: Matt B. [signature]

Approved by Owner: Village of Forsyth, Illinois By: ______

Approved by Contractor: Dunn Co., a Div. of Tyrolt, Inc. By: [signature]

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

2022 ASPHALT PAVEMENT REHABILITATIONS; VILLAGE OF FORSYTH, IL
Change Order #1
Date: September 20, 2022

CONTRACT UNIT PRICE ITEMS:

Pay Item #	Description	Unit	Add/Ded	Quantity	Unit Price	Additions	Deductions
1	BIT MATLS TACK CT	lb	D	703.80	$ 1.15	-	($809.37)
3	TEMPORARY RAMP	SY	D	86.00	$ 33.95	-	($2,919.70)
4	HMA BC IL-9.5 N50	Ton	A	3.73	$ 124.80	$465.50	-
5	HMA SC IL-9.5 C N50	Ton	D	11.32	$ 132.20	-	($1,496.50)
12	CL D PATCH T4 7	SY	D	4.00	$ 130.20	-	($520.80)
13	CL D PATCH T1 8	SY	D	2.00	$ 142.20	-	($284.40)
16	CL D PATCH T4 8	SY	A	9.00	$ 135.55	$1,219.95	-
18	THPL PVT MK LTR & SYM	SQ FT	A	12.00	$ 16.50	$198.00	-
21	ALT CAN EXT DED & EW	L SUM	D	1.00	$ 40,000.00	-	($40,000.00)
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CHANGE ORDER TOTALS =>						**$1,883.45**	**($46,030.77)**
NET CHANGE TO CONTRACT =>						**($44,147.32)**	

2022 ASPHALT PAVEMENT REHABILITATIONS; VILLAGE OF FORSYTH, IL
Change Order #1
Date: September 20, 2022

CONTRACT UNIT PRICE ITEMS:

Pay Item #	Justification
1	As-built final quantity balancing.
3	Ramps not installed at Contractor's discretion with Engineer's approval. Contractor returned to finish paving within 24 hours.
4	As-built final quantity balancing.
5	As-built final quantity balancing.
12	As-built final quantity balancing.
13	As-built final quantity balancing.
16	Marion Ave RT STA 45+33.6 TO STA 45+55.6 patch extended by Contractor with Engineer's approval to include adjacent damaged pavement.
18	As-built final quantity balancing.
21	Deducted in accordance with SP-14.

EXTRA WORK BILL NO. 1

CONTRACT NO. Marion & Home Ave. DATE: 7/14/2022

COUNTY: Macon DISTRICT:

SECTION:

724 North Mercer Street
Decatur, IL 62522
Ph: 217.429.4444 Fax: 217.429.7917

EXTRA WORK BILL FOR: Overexcavation of base and aggregate backfill

LABOR EXPENSE
7/14/2022

	TOTAL HOURS S.T.	O.T.	RATE	INSUR. AMOUNT	PAYROLL AMOUNT	EARNINGS TO DATE	PAYROLL AMOUNT ELIGIBLE FOR UNEMPLOYMENT TAX F.U.T.	S.U.T
	0.00	0.00	$0.000	$0.00	$0.00	$0.00	$0.00	$0.00
Wayne Lingafelter- Operator	1.00	0.00	$47.460	$47.46	$47.46	$37,589.18	$0.00	$0.00
Jason Oakleaf- Laborer	1.00	0.00	$31.250	$31.25	$31.25	$26,607.37	$0.00	$0.00
Jeff Shaw- Laborer	1.00	0.00	$31.250	$31.25	$31.25	$25,868.62	$0.00	$0.00
Nate Jozsa- Laborer	2.00	0.00	$29.690	$59.38	$59.38	$29,030.07	$0.00	$0.00
Cody Woodrum- Operator	2.00	0.00	$47.460	$94.92	$94.92	$74,785.49	$0.00	$0.00
Jeremey Ramsay-Operator	1.50	0.00	$37.370	$56.06	$56.06	$25,526.23	$0.00	$0.00
	0.00	0.00	$0.000	$0.00	$0.00	$0.00	$0.00	$0.00
	0.00	0.00	$0.000	$0.00	$0.00	$0.00	$0.00	$0.00
	0.00	0.00	$0.000	$0.00	$0.00	$0.00	$0.00	$0.00
	0.00	0.00	$0.000	$0.00	$0.00	$0.00	$0.00	$0.00
	0.00	0.00	$0.000	$0.00	$0.00	$0.00	$0.00	$0.00
	0.00	0.00	$0.000	$0.00	$0.00	$0.00	$0.00	$0.00
	8.50	0.00		$320.32	$320.32		$0.00	$0.00

PLUS:					
LABORER H.W. & PENSION FUNDS		$30.810 X	4.00 HRS		$123.24
OPERATOR H.W. & PENSION FUNDS		$28.550 X	4.50 HRS		$128.48
TEAMSTER H.W. & PENSION FUNDS		$0.000	0.00		$0.00
			8.50		
SUBTOTAL					$572.04
PLUS: 35% OF	$572.04				$200.21
					$772.25
PLUS:					
WORKMEN'S COMP. INS.		4.500% OF	$320.32	$14.41	
PUB LIAB & PROP DAM INS. excludes truck drivers		2.000% OF	$320.32	$6.41	
FEDERAL S.S. TAX		7.650% OF	$320.32	$24.50	
STATE U.C. TAX		7.625% OF	$0.00	$0.00	
FEDERAL U.C. TAX		0.600% OF	$0.00	$0.00	
TOTAL PAYROLL ADDITIVES				$45.32	
PLUS: 10% OF	$45.32			$4.53	$49.85
TOTAL LABOR					$822.10

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS A COPY OF THAT PORTION OF THE PAYROLL WHICH APPLIES TO THE ABOVE STATED WORK AND THAT RATES SHOWN FOR TAXES AND INSURANCE ARE ACTUAL COSTS.

BY ______________________, David M. Peck, Vice President

DUNN COMPANY

EQUIPMENT EXPENSE
5/17/2022

	TOTAL HOURS	RATE	AMOUNT
Cat 299D3 Skid Steer	2.00	$95.020	$190.04
Cat CB-24 Roller	1.00	$52.900	$52.90
Cat 279C Skid Steer	1.50	$95.580	$143.37
	0.00	$0.000	$0.00
	0.00	$0.000	$0.00
	0.00	$0.000	$0.00
	0.00	$0.000	$0.00
	0.00	$0.000	$0.00
	0.00	$0.000	$0.00
	0.00	$0.000	$0.00
	0.00	$0.000	$0.00
	0.00	$0.000	$0.00
	0.00	$0.000	$0.00
SUBTOTAL	4.50		$386.31
PLUS 5% MARKUP ON RENTAL EQUIPMENT			$0.00
TOTAL EQUIPMENT EXPENSE			$386.31

MATERIAL EXPENSE

	AMOUNT
11.32 tons of 3" Rock From Dunn Stockpile	$303.38
SUBTOTAL:	$303.38
PLUS 15%:	$45.51
TOTAL MATERIAL EXPENSE	$348.89

AFFIDAVIT

THIS IS TO CERTIFY THAT THE MATERIAL ENTERED ON THIS FORCE ACCOUNT BILL WHICH WAS TAKEN FROM STOCK, IS SHOWN AT OUR COST.

BY ______________________ David M. Peck, Vice President
DUNN COMPANY

SUBCONTRACT EXPENSE

	AMOUNT
L-Max Leased Tandem Truck 4 Hours	$360.00
SUBTOTAL	$360.00
PLUS 5% MARKUP ON SUBCONTRACT EXPENSE	$18.00
TOTAL SUBCONTRACT EXPENSE	$378.00

APPROVED:

____
DISTRICT ENGINEER

Matt B. [illegible]
____
RESIDENT ENGINEER

TOTAL LABOR EXPENSE		$822.10
TOTAL EQUIPMENT EXPENSE		$386.31
TOTAL MATERIAL EXPENSE		$348.89
TOTAL SUBCONTRACT EXPENSE		$378.00
TOTAL		$1,935.30
BOND 0.50%		$9.68
PLUS 10% OF	$9.68	$0.97
TOTAL BILL		**$1,945.95**

OLD BUSINESS

ITEM 6

CHASTAIN & ASSOCIATES LLC CONSULTING ENGINEERS

MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Matthew B. Foster, PE, PLS
Date: September 21, 2022
cc: Ms. Jill Applebee, Village Administrator
Re: The Greenbrier Rehabilitation Change Order #1 & Final

Honorable Mayor and Trustees,

Presented for consideration is construction contract change order #1 & final for The Greenbrier Rehabilitation project. This change order to Dunn Company covers the standard adjustments to quantities to reflect final field measurements. Net change to the contract price by this change order is a deduction of $67,004.63.

In the Village's 2022 Budget, $832,000 was provided for construction and observation services for this work (line item 30-00-874). The following is a current projection of the costs for these items:

Sidewalk Construction:	$ 17,784 (Final Payment)
Road Rehabilitation:	$683,087 (Final Contract Price)
Construction Observation:	$ 35,000 (Estimated)
2022 Project Total:	$735,871 ($96,129 / 11.5% under budget)

Chastain & Associates LLC recommends approval of Change Order #1 to The Greenbrier Rehabilitation project. Thank you for the opportunity to serve the Village in this matter. Should you have any questions in advance of the Board meeting, please feel free to contact us at your convenience.

Matthew B. Foster

CHANGE ORDER

Order No.:	1
Date:	9/20/2022
Agreement Date:	10/5/2021

NAME OF PROJECT: THE GREENBRIER REHABILITATION

OWNER: VILLAGE OF FORSYTH, ILLINOIS

CONTRACTOR: DUNN COMPANY, A DIVISION OF TYROLT, INC.

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

JUSTIFICATION: See attached pages for cost breakdown by quantity and justifications.

ITEM AND QUANTITY	ADDITION	DEDUCTION
Contract Unit Price Items (See attached summary)	$16.47	$67,021.10
Totals =	$16.47	$67,021.10
Total Contract Change =	**$67,004.63**	

CHANGE TO CONTRACT PRICE:

Original **CONTRACT PRICE:** $750,092.00

Current **CONTRACT PRICE** adjusted by previous **CHANGE ORDER:** $750,092.00

The **CONTRACT PRICE** due to this **CHANGE ORDER** will be decreased by: -$67,004.63

The new **CONTRACT PRICE** including this **CHANGE ORDER** will be: $683,087.37

CHANGE TO CONTRACT TIME:

No change to the **CONTRACT TIME** is necessary.

GERMAINESS DETERMINATION:

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

APPROVALS REQUIRED:

Recommended by: Chastain & Associates LLC By: ____________________

Approved by Owner: Village of Forsyth, Illinois By: ____________________

Approved by Contractor: Dunn Co., a Div. of Tyrolt, Inc. By: [signature]

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

THE GREENBRIER REHABILITATION; VILLAGE OF FORSYTH, IL
Change Order #1
Date: September 20, 2022
CONTRACT UNIT PRICE ITEMS:

Pay Item #	Description	Unit	Add/Ded	Quantity	Unit Price	Additions	Deductions
1	INLET FILTERS	EACH	D	1.00	$ 200.00	-	($200.00)
3	CEMENT	100 WT	D	719.40	$ 9.80	-	($7,050.12)
4	BIT MATLS TACK CT	POUND	A	27.45	$ 0.60	$16.47	-
5	TEMPORARY RAMP	SQ YD	D	52.00	$ 15.60	-	($811.20)
6	HMA SC IL-9.5 C N50	TON	D	79.22	$ 113.10	-	($8,959.78)
11	ALT CAN EXT DED & EW	L SUM	D	1.00	$ 50,000.00	-	($50,000.00)
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					CHANGE ORDER TOTALS =>	**$16.47**	**($67,021.10)**

THE GREENBRIER REHABILITATION; VILLAGE OF FORSYTH, IL
Change Order #1
Date: September 20, 2022

CONTRACT UNIT PRICE ITEMS:

Pay Item #	Justification
1	As-built final quantity.
3	As-built final quantity.
4	As-built final quantity.
5	As-built final quantity.
6	As-built final quantity.
11	Deduction from contract in accordance with Contract Special Provision SP-18

OLD BUSINESS

ITEM 7

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

September 27, 2022

Mayor and Board of Trustees
Village of Forsyth
301 South US 51
Forsyth, IL 62535

ATTN: Mrs. Jill Applebee, Village Administrator

RE: Eastside Bike Path Maintenance
Recommendation of Award
CA 08213.05; Ph. 01

Honorable Mayor and Trustees,

On September 27, 2022, bids were received at the office of Chastain & Associates LLC for the construction of the Eastside Bike Path Maintenance project. One bid was received for the work. A copy of the tabulation of bids is attached. There were no mathematical errors in the bid. A summary of the bids is as follows:

Items	Total Bid	% Bid above/below Engineer's Estimate
Engineer's Estimate	$140,000.00	---%
Dunn Company	$93,800.00	-33.00%

The low bid for the work was submitted by Dunn Company out of Decatur, Illinois. Their bid was responsive to the advertisement. The Village has worked with Dunn Company on previous projects. The 2022 Village Budget included $75,000 for trail maintenance as shown on line 30-00-892. Chastain & Associates LLC recommends approving the award to Dunn Company in the amount of $93,800.00 for the construction of the Eastside Bike Path Maintenance project.

Sincerely,

Matthew B. Foster, PE, PLS
Project Manager
Chastain & Associates LLC
mbf

Enclosures: Bid Tabulation

cc: None

Illinois Department of Transportation

Tabulation of Bids

Local Public Agency	County	Section Number	Letting Date
Village of Forsyth, IL; Eastside Bike Path Maintenance	Macon		09/27/22

Approved Engineer's Estimate: $140,000.00

Attended By (IDOT Representative(s)): Matt Foster, Chastain

Bidder's Name	Dunn Company		
Bidder's Address	724 N. Mercer St		
City, State, Zip	Decatur, IL 62522		
Proposal Guarantee	Bid Bond 5%		
Terms			

Item No.	Item	Delivery	Unit	Quantity	Approved Engineer's Estimate Unit Price	Approved Engineer's Estimate Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	Class D Patches, 6"	Furn. & Apply	Sq Yd	300	$150.0000	$45,000.00	$121.0000	$36,300.00		$0.00		$0.00
	Crack Routing & Filling	Furn. & Apply	Foot	1000	$5.0000	$5,000.00	$5.0000	$5,000.00		$0.00		$0.00
	Asphalt Repair Mastic	Furn. & Apply	Pound	10000	$9.0000	$90,000.00	$5.2500	$52,500.00		$0.00		$0.00

Total Bid:				
	As Read:	$93,800.00		
	As Calculated:	$93,800.00	$0.00	$0.00
	% Over/Under:	(33.00)%		

Acceptance of Proposal to Furnish Materials and Approval of Award

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Forsyth, IL	Macon	Eastside Bike Path Maint.	

Bidder's Name
Dunn Company

Bidder's Address	City	State	Zip Code
724 N. Mercer Street	Decatur	IL	62522

In accordance with your proposal submitted on 09/27/22 (Date of Submittal), a copy of which is in our files, you have been awarded the contract for furnishing the following materials required in the maintenance (Construction or Maintenance) of the above designated project. Materials shall be inspected in accordance with current Departmental policies.

Item	Unit of Measure	Quantity	Unit Price	Amount
Class D Patches, 6"	Sq Yd	300	$121.0000	$36,300.00
Furnish & Apply				
Crack Routing & Filling	Foot	1,000	$5.0000	$5,000.00
Furnish & Apply				
Asphalt Repair Mastic	Pound	10,000	$5.2500	$52,500.00
Furnish & Apply				
			Total	$93,800.00

Terms

Shipping Instructions

Work to be completed within 30 calendar days.

For Municipal Projects

Municipal Official Signature	Date

OLD BUSINESS

ITEM 8

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

September 28, 2022

Mayor and Board of Trustees
Village of Forsyth
301 South US 51
Forsyth, IL 62535

ATTN: Mrs. Jill Applebee, Village Administrator

RE: Veterans Pond Spillway Repairs
Bidding Results
CA 08213.05; Ph. 03

Honorable Mayor and Trustees,

On September 27, 2022, bids were to be received at the office of Chastain & Associates LLC for the construction of the Veterans Pond Spillway Repairs project. No bids were received for the work. Chastain & Associates recommends rebidding this project next year.

Direction on the timing of the work is requested from the Board. Construction next spring in this area may be difficult due to weather. Construction over the summer may conflict with the Forsyth Family Fun Fest and grass may not grow in time for the DISC golf tournament. Waiting until after the DISC golf tournament may cause us to run into the same issue we had this year, contractors may have their schedules filled up for the remainder of the year.

Thank you for the opportunity to serve the Village in this matter. If you have any further questions or issues, please feel free to contact us at your convenience.

Sincerely,

Matthew B. Foster, PE, PLS
Project Manager
Chastain & Associates LLC
mbf

Enclosures: None

cc: None

OLD BUSINESS

ITEM 9

CHASTAIN
& ASSOCIATES LLC
CONSULTING ENGINEERS

MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Matthew B. Foster, PE, PLS
Date: September 28, 2022
cc: Ms. Jill Applebee, Village Administrator
Re: IDOT US 51 Rehabilitation

Honorable President and Trustees,

As previously directed, Chastain has continued to keep in contact with IDOT regarding the rehabilitation of US 51 through the Village. IDOT has provided a very rough set of preliminary plans and has indicated they will be fully reconstructing the medians in this section. They currently do not intend to do spot curb & gutter and median repairs in the same manner as the section south of I-72.

We have the discussed the possibility, in very general terms, of Village participating in the construction of this section to add/adjust a few items to meet the Village's needs. Although nothing is official yet, IDOT's staff has indicated they would expect the Village to participate financially with any expenses over and above the standard design for this roadway. The four items we have discussed so far include the following:

1. Adding a crosswalk and sidewalk ramps on the north side of Barnett Ave. The intent would be to connect the hotels and motels on the east side of US 51 to the commercial areas and restaurants on the west side without having to drive.
2. Upgrading the pedestrian crossing at Cox St to a full bike path width. This change appears in the Village's master plan for sidewalks and paths and makes sense since the bike paths along Cox St are already completed on both sides. They only neck down to pedestrian width at the intersection.
3. Increasing the resurfacing work down the intersecting sideroads through town. Currently, IDOT intends to go approximately 10' from the edge of the US 51 pavement to tie in at sideroads. In some cases, that will leave small sections of pavements that the Village may need to address in the near future.
4. Upgrading the medians to a more decorative/aesthetic look. The improvements to the medians have been discussed multiple times previously. We have attached the memo from the previous discussion for your reference. Please note, the cost estimates were based on if the Village would be pursuing this work on their own. As mentioned above, it appears that IDOT will be willing to participate in a significant amount of this cost since they intend to rebuild the medians already.

Chastain requests direction from the Board on how to proceed continuing to discuss this work with IDOT. If any of the items discussed above are no longer of interest to the Village, please let us know. If there are any items to add, let us know that as well. Otherwise, we will plan to hold more detailed discussions with IDOT in the coming weeks to iron out some more specifics.

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

Matthew B. Foster

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Matthew B. Foster, PE, PLS
Date: November 11, 2020
cc: Mr. David Strohl, Village Administrator
Re: US Rt. 51 Median Improvement Project

Honorable Mayor and Trustees,

As discussed at the November 2 Board meeting, one of the projects that has been scheduled for FY2021 is the design of the US Rt. 51 Median Improvement project. This project will consist of the removal of the existing medians and curbs and replacement with new barrier curbs and median surface. There are still quite a few details that would need to be worked in order to proceed with this project. The main decision that needs to be made is what type of median surface does the Village want to see along this section of road.

We have prepared cost estimates for four potential options for this work. The cost of this project will be driven by the selection of the proposed median surface. Removal of the existing median and curbs is estimated to cost around $260,000 for all four options. The same goes for the proposed curbs and median noses estimated at $480,000. The following are descriptions of the four options we have worked up for the different median surface types with anticipated estimates of cost:

1. Brick Pavers: This would consist of installing brick pavers in a preselected pattern. There is a wide variety of different patterns and color schemes that can be used.
   - Median Surface and Curb Removal: $260,000
   - Proposed Curbs and Median Noses: $480,000
   - Proposed Brick Paver Surface: $1,120,000
   - Contingencies: $380,000
   - Construction Total: $2,240,000
   - Design Engineering: $170,000
   - Construction Observation: $280,000
   - **PROJECT TOTAL: $2,690,000**
2. Stamped Concrete: This would consist of pouring a concrete median and stamping it in a preselected pattern. There is a wide variety of different patterns and color schemes that can be used.
   - Median Surface and Curb Removal: $260,000
   - Proposed Curbs and Median Noses: $480,000
   - Proposed Brick Paver Surface: $770,000
   - Contingencies: $310,000
   - Construction Total: $1,820,000
   - Design Engineering: $170,000
   - Construction Observation: $230,000
   - **PROJECT TOTAL: $2,220,000**

3. Grass: This would consist of filling the wider areas between the curbs with topsoil and seeding. The narrow segments of medians would have standard concrete median surfaces.

   - Median Surface and Curb Removal: $260,000
   - Proposed Curbs and Median Noses: $480,000
   - Proposed Brick Paver Surface: $180,000
   - Contingencies: $190,000
   - Construction Total: $1,110,000
   - Design Engineering: $170,000
   - Construction Observation: $140,000
   - **PROJECT TOTAL: $1,420,000**

4. Standard Concrete Median Surface: This would consist of paving with a standard IDOT concrete median surface.

   - Median Surface and Curb Removal: $260,000
   - Proposed Curbs and Median Noses: $480,000
   - Proposed Brick Paver Surface: $380,000
   - Contingencies: $230,000
   - Construction Total: $1,350,000
   - Design Engineering: $170,000
   - Construction Observation: $170,000
   - **PROJECT TOTAL: $1,690,000**

These cost estimates are based on the Village proceeding with a stand-alone project. IDOT does have a rehabilitation project for this section of the highway in their 5-year plan. Currently, it appears their project will take place in 2023. We have had discussions with IDOT about including the median work in with their project. If that can be arranged, we would expect to see significant cost saving to the project.

Attached are renderings of what each option described above could look like. These are just some of the options that could be used. If you have any further questions or would like to explore any of these options further, please let me know. Thank you for the opportunity to be of service.

U.S. ROUTE 51
MEDIAN IMPROVEMENTS EXISTING CONDITIONS

VILLAGE OF FORSYTH
MACON COUNTY, ILLINOIS
NOVEMBER 5, 2020

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

U.S. ROUTE 51
MEDIAN IMPROVEMENTS
OPTION 1: BRICK PAVERS

VILLAGE OF FORSYTH
MACON COUNTY, ILLINOIS
NOVEMBER 5, 2020

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

U.S. ROUTE 51
MEDIAN IMPROVEMENTS
OPTION 2: STAMPED CONCRETE

VILLAGE OF FORSYTH
MACON COUNTY, ILLINOIS

NOVEMBER 5, 2020

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

U.S. ROUTE 51
MEDIAN IMPROVEMENTS
OPTION 3: GRASS

VILLAGE OF FORSYTH
MACON COUNTY, ILLINOIS
NOVEMBER 5, 2020

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

U.S. ROUTE 51
MEDIAN IMPROVEMENTS
OPTION 4: NEW CONCRETE

VILLAGE OF FORSYTH
MACON COUNTY, ILLINOIS
NOVEMBER 5, 2020

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

OLD BUSINESS

ITEM 10

CHASTAIN
& ASSOCIATES LLC
CONSULTING ENGINEERS

MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Matthew B. Foster, PE, PLS
Date: September 28, 2022
cc: Ms. Jill Applebee, Village Administrator
Mr. Darin Fowler, Director of Public Works
Re: Dunn Company Proposal for Grayhawk Subdivision Pavement Test Patching Sections

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Honorable President and Trustees,

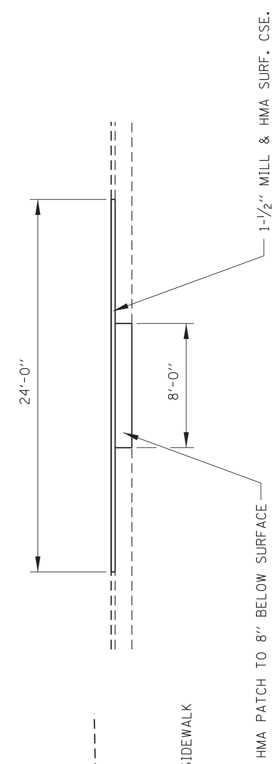
As discussed previously, we had Dunn Company perform two test patches in the Grayhawk subdivision. Hopefully, everybody has had an opportunity to take a look at what was done at these two locations. The patches consisted of an 8' wide full depth patch followed by a 24' wide 1-1/2" mill and resurface (see attached detail). Dunn Company performed this work for a total of $22,500.00 ($11,250 per patch). We also took sample of the base materials below the pavement and had SKS Engineers perform some testing on them. The materials we found are very similar to the materials encountered in The Greenbrier subdivision. It also appears the locations we patched were over utility trenches. That can be confirmed, if desired, if the Village does some utility locating in those areas. It is also likely that if these were utility trenches, settlement is probably complete at this point.

We would expect a full soil-cement rehabilitation for Grayhawk would be very similar in cost to the work done in The Greenbrier this summer. Based on final costs for that project, we would anticipate a construction cost of $50/sq yd for soil-cement rehabilitations in 2023. This unit price does not include the cost to reconstruct sidewalk ramps to current ADA standards or engineering fees. The streets in the Grayhawk subdivisions cover approximately 23,500 sq yds, the Village would be looking at construction costs of $1,175,000 if we proceed with a rehabilitation.

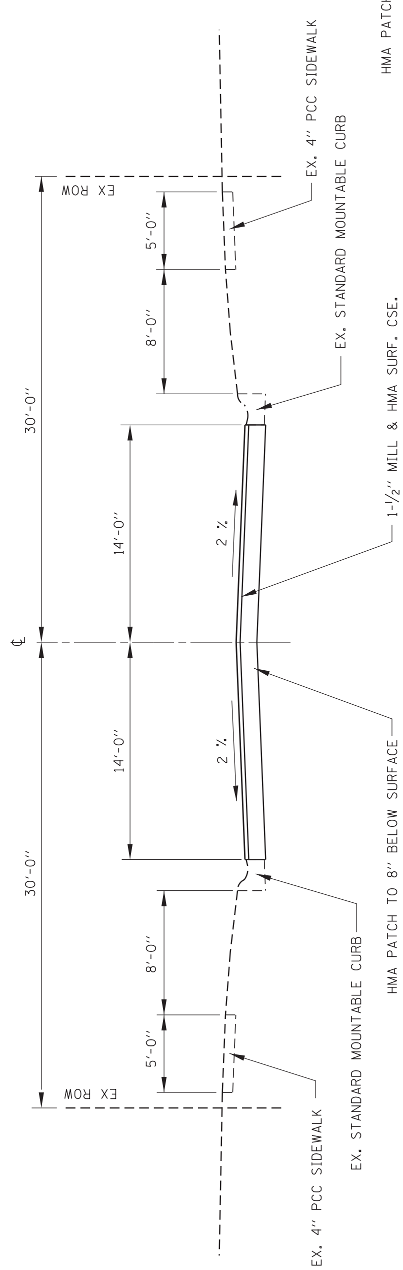
Chastain previously estimated there are 50 "dips" in the pavement. Assuming some inflation to next year, we would anticipate the cost to fix these in the same manner performed this year will be around $12,500 per dip. Fixing the 48 estimated remaining dip would be around $600,000 in construction costs. This does not include engineering fees. Reconstruction of the sidewalk ramps to current ADA standards would not be required since we would only be patching in this case.

Chastain requests direction from the Board regarding including this work in next year's budget. If neither of these alternatives are acceptable, there are a few options that would fall in between the construction costs discussed above. Thank you for the opportunity to serve the Village in this matter. If you have further questions, please feel free to call me, Jeremy or Stephanie at your convenience.

Matthew B. Foster



PROPOSED PROFILE



PROPOSED CROSS-SECTION

OLD BUSINESS

ITEM 11

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Matthew B. Foster, PE, PLS
Date: September 29, 2022
cc: Ms. Jill Applebee, Village Administrator
Mr. Darin Fowler, Village Public Works Director
Re: Forsyth Well 7 Bidding Schedule

Honorable Mayor and Trustees,

Chastain is approaching the point of advertising the Well 7 project for bids. Unfortunately, the IEPA loan for this project has impacted the overall schedule for this project. The IEPA loan department recommends a 45-day advertisement period before bids can be opened. It can also take up to 3 months for the IEPA to process the loan paperwork. Contractors are also reporting procurement of materials is continuing to be an issue. Assuming we receive direction to advertise the project at this meeting, we do not anticipate the contractor being able to complete the well drilling and test pump by the end of March if the Village proceeds with an IEPA loan.

A potential solution for this issue would be to split drilling and testing the well off from the overall project. The well drilling and testing could be paid for with local funds, and we would not have to wait on the IEPA in order to direct the contractor to proceed. We would then proceed with the IEPA loan bidding process to fund the site work, well building, and extension of the raw water main.

The current estimate for construction of this project is between $1,000,000 and $1,100,000. Of that, the Village would need to cover an estimated $300,000 to $400,000 for construction and testing of the well. The remaining $600,000 to $800,000 for the site work, well building, and raw water main extension would be eligible for payment through the IEPA loan. In addition, if the project is split the IEPA may also make a portion of the design and construction engineering loan ineligible.

We request direction from the Board on whether to continue with the project as a single contract or to split the project into two bid sets. Once that decision is made, we can proceed with advertising the project for bids.

Thank you for the opportunity to be of service to the Village on this project. If you have further questions regarding this project, please feel free to contact me, Stephanie, or Jeremy at your convenience.

Matthew B. Foster

OLD BUSINESS

ITEM 12

CHASTAIN
& ASSOCIATES LLC
CONSULTING ENGINEERS

MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Matthew B. Foster, PE, PLS
Date: September 28, 2022
cc: Jill Applebee, Village Administrator
Re: Maroa-Forsyth Grade School Bike Path Contracts

Honorable Mayor and Trustees,

With the approval of the Project Development Report (PDR) by IDOT for the Maroa-Forsyth Grade School Bike Path, we have prepared two contracts for your consideration. The first contract is for preparation of ROW easements, construction plans, and specifications in order to move this project towards an IDOT letting date. This work does include performing a Preliminary Site Investigation (hazardous waste testing) on the old railroad ROW as required by IDOT. We have estimated our services for this phase of the work will be $62,500 on a not to exceed basis.

The second contract covers land acquisition services for this project. IDOT has a very specific and detailed procedure that must be followed in order to acquire easements or ROW for a federally funded project. There were two properties that were identified in the PDR that will need easements. We have estimated our services for the land acquisition portion of the work will be $13,250. We propose to do this on a time & material basis due to the unpredictability of property negotiations. Please note, this estimate does not include potential payments to property owners for purchase of the easements.

In the Village's 2022 Budget, $201,605 was provided for the was provided for the design, bidding, land acquisition, construction, and observation services for this project. Currently, Chastain has expended $2,250 of this amount for the completion the PDR for this project.

Chastain recommend approval of both contracts in order to proceed with this project. Thank you for the opportunity to serve the Village in this matter. If you have further questions, please feel free to call me, Stephanie or Kevin at your convenience.

Matthew B. Foster

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT DATA -

DATE OF AGREEMENT: 10/4/2022 JOB NO.: 06928.01

PROJECT NAME: Maroa-Forsyth Grade School Bike Path PE II

START DATE: Upon Execution ESTIMATED COMPLETION DATE: TBD

LOCATION: **Bike Path from Cox St. to Maroa-Forsyth Grade School**

CLIENT: Village of Forsyth, IL

CLIENT CONTACT: Mrs. Jill Applebee

BILLING ADDRESS: **301 South US 51, Forsyth, IL 62535**

CLIENT PHONE #: **217-877-9445**

SCOPE OF SERVICES- ** See Attached Scope **

FEE BASIS -

☐ Lump Sum Amount

☒ Estimated Cost (figured on time and materials basis) $62,500 NTE

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

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

DATE ______________________ CLIENT ______________________

BY ______________________

TITLE ______________________

CHASTAIN & ASSOCIATES LLC

DATE ______________________ BY ______________________

Title ______________________

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

CHASTAIN & ASSOCIATES LLC
Consulting Engineers

AGREEMENT FOR PROFESSIONAL SERVICES
TERMS AND CONDITIONS

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

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

FEE BASIS (COMPENSATION FOR PROFESSIONAL SERVICES)
The basis for compensation will be either 1) Lump-Sum Amount as noted on the face of this Agreement or 2) Estimated Amount (figured on time and materials basis) is invoicing for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Schedule of Hourly Rates (available upon request) in effect 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.

SCOPE OF SERVICES FOR DESIGN ENGINEERING PHASE SERVICES
IDOT PE II – PREPARATION OF CONSTRUCTION PLANS

IMPROVEMENT DESCRIPTION:

The **MAROA-FORSYTH GRADE SCHOOL BIKE PATH** project generally includes the construction of a 10-ft wide asphalt and/or 8-ft wide concrete bike path from the end of the existing bike path at the intersection of Cox St at Smith St to the Maroa-Forsyth Grade School facility. The route generally consists of the existing ROW of Cox St, the old railroad ROW, and a permanent easement adjacent to the ROW of CH 20 as shown on Attachment 1. This work is hereinafter referred to as the "**PROJECT**".

SCOPE OF SERVICES:

The scope of this phase of the project consists of the preparation of contract plans, bidding specifications, and coordination with the Illinois Department of Transportation (IDOT) for the receipt of bids on one of the seven (7) state lettings held annually. This scope is based on the Project Development Report (PDR) previously prepared by Chastain and approved by IDOT on August 10, 2022.

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

1. Additional topographic & boundary survey pickup (2 half days have been budgeted for), if necessary.
2. Preparation of two plats and legal descriptions for acquisition. A permanent and temporary easement will be required from the school property. A temporary easement will be required from the property located at 405 E. Cox St.
3. Show known subsurface utilities from mapping made available by the Village and various utility companies within the Village.
4. Preparation of a Preliminary Site Inspection (PSI) on the old railroad ROW property identified in the Preliminary Environmental Site Assessment (PESA) performed for this project. The estimated cost assumes a $12,500 subcontract for this item of work.
5. Design sidewalk ramps to meet current ADA/PROWAG standards at the following locations:
    - N & S side of Cox St approx. 200' east on Smith St.
    - SW & SE corners of CH 20 @ Kate Ct.
    - SW & SE corners of CH 20 @ west school entrance.
    - SW corner of CH 20 @ east school entrance.
6. Prepare construction contract plans, bidding specifications, quantity calculations, construction estimate of time, and Engineer's Estimate of Probable Cost for the proposed improvement. The anticipated plan set consists of a cover sheet, one sheet for the summary of quantities and general notes, two quantity schedule sheets, two typical section sheets, seven plan & profile sheets, four sidewalk ramp detail sheets, one traffic control plan sheet, two project detail sheets, one ROW strip map sheet, and twenty cross-section sheets.
7. Review bids and prepare recommendation of award for consideration of the Board.
8. Attend four coordination meetings with Village staff in Forsyth, IL.

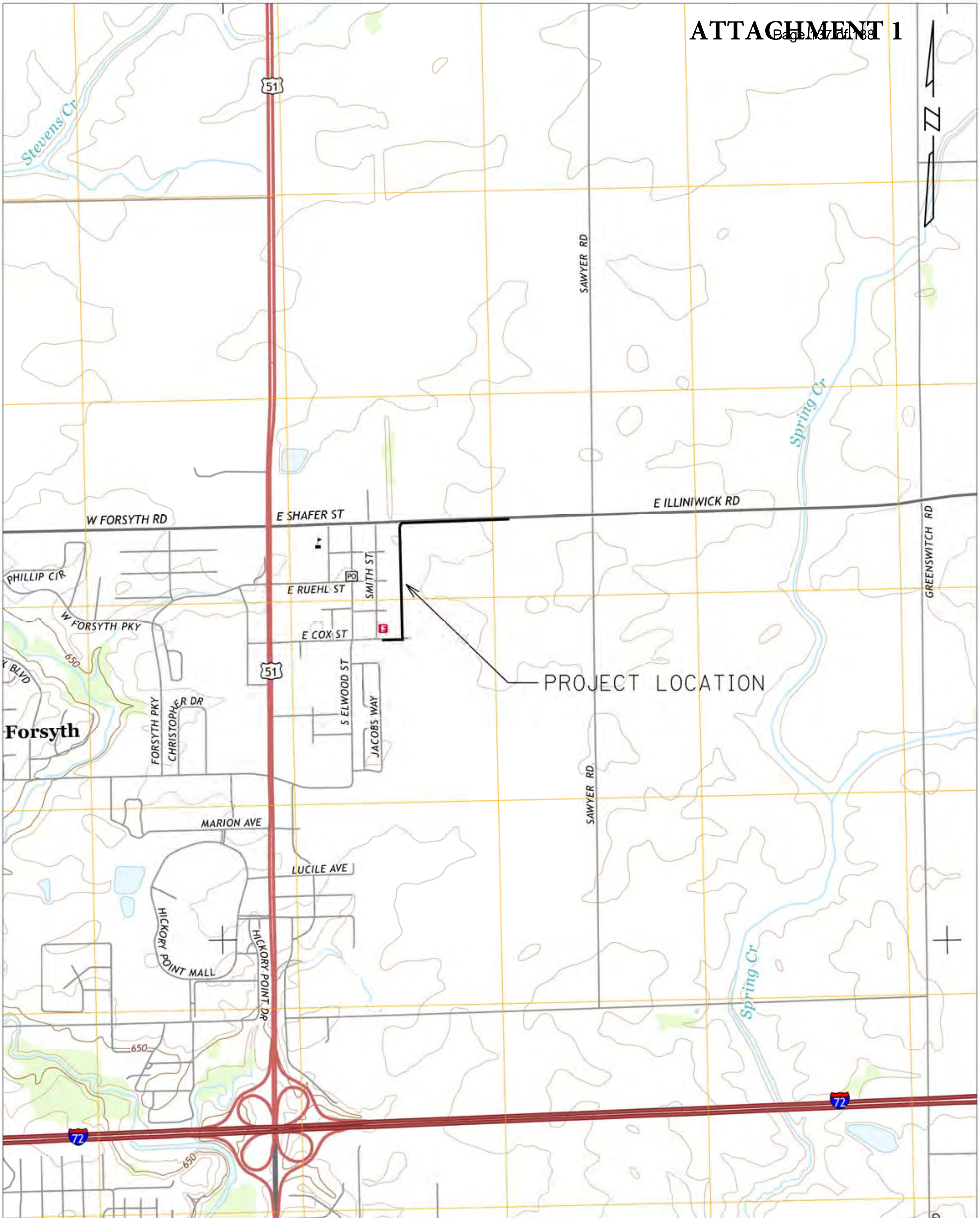
Services not listed in the scope of work described above are not included in this proposal. The following items are specifically excluded from the agreement. This list is for informational purposes only and is not intended to be complete:

a. IDOT will handle advertising and hosting the public bid opening for the project.
b. Detailed topographic and boundary surveys (completed during PDR preparation).

SCOPE OF SERVICES FOR DESIGN ENGINEERING PHASE SERVICES
IDOT PE II – PREPARATION OF CONSTRUCTION PLANS

c. Geotechnical exploration and/or reports.
d. Potholing and other methods of subsurface utility excavation to determine utility locations and depths.
e. Assistance to the client in acquiring any necessary land, easements and right-of-way (addressed under a separate contract for land acquisition services).
f. Services performed in connection with environmental remediation.
g. Services performed in connection with supplemental archaeological surveys, wetland surveys, computer modeling of waterways, and highway access if required by governmental permitting agencies.
h. Services involved in conjunction with public involvement and outreach.
i. Construction observation services (addressed under a separate contract after the scope of construction has been determined and the bidding process has been completed).
j. Services performed as a result of litigation, arbitration, public hearings or other legal or administrative proceedings involving the **PROJECT** other than a dispute between the client and Chastain.

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



CHASTAIN
& ASSOCIATES LLC
CONSULTING ENGINEERS

MAROA-FORSYTH GRADE SCHOOL BIKE PATH
FIGURE 1 - PROJECT LOCATION MAP

SHEET 1 OF 1

DRAWN BY:	DATE: 6/15/2020	PROJECT NO. 6928

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

2022 SCHEDULE OF RATES

Classification	Per Hour Rate Net		
Engineers	**From**		**To**
Project Principal	$230.40	-	$233.60
Senior Project Manager	$236.80	-	$240.00
Project Manager II	$185.60	-	$205.92
Project Manager I	$153.60	-	$192.00
Project Engineer II	$148.80	-	$161.60
Project Engineer I	$126.40	-	$140.80
Engineer	$84.42	-	$128.00
Surveyors			
Chief of Survey	$171.20	-	$171.20
Surveyor II	$120.16	-	$120.16
Surveyor I	$80.00	-	$80.00
Technical			
Senior Technician	$169.60	-	$169.60
Tech. IV	$158.40	-	$158.40
Technician III	$124.80	-	$140.80
Technician II	$104.96	-	$112.00
Technician I	$67.20	-	$102.40
Office Services and Records			
Administrative	$59.52	-	$128.00

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

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

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

Necessary field vehicles are charged at $65.00 per day. All other mileage is charged at 58.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are $350 per day.

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

Updated 12/26/21

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT DATA - DATE OF AGREEMENT: 10/4/2022 JOB NO.: 06928.02

PROJECT NAME: Maroa-Forsyth Grade School Bike Path Land Acquisition

START DATE: Upon Execution ESTIMATED COMPLETION DATE: TBD

LOCATION: **Cox St. to Maroa-Forsyth Grade School**

CLIENT: Village of Forsyth, IL

CLIENT CONTACT: Mrs. Jill Applebee

BILLING ADDRESS: **301 South US 51, Forsyth, IL 62535**

CLIENT PHONE #: **217-877-9445**

SCOPE OF SERVICES- ** See Attached Scope **

FEE BASIS - ☐ Lump Sum Amount

☒ Estimated Cost (figured on time and materials basis) $13,250

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

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

DATE ______________________ CLIENT ______________________

BY ______________________

TITLE ______________________

CHASTAIN & ASSOCIATES LLC

DATE ______________________ BY ______________________

Title ______________________

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

CHASTAIN & ASSOCIATES LLC
Consulting Engineers

AGREEMENT FOR PROFESSIONAL SERVICES
TERMS AND CONDITIONS

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

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

FEE BASIS (COMPENSATION FOR PROFESSIONAL SERVICES)
The basis for compensation will be either 1) Lump-Sum Amount as noted on the face of this Agreement or 2) Estimated Amount (figured on time and materials basis) is invoicing for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Schedule of Hourly Rates (available upon request) in effect 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.

SCOPE OF SERVICES FOR LAND ACQUISITION SERVICES
IDOT FEDERAL-AID PROCEDURES

IMPROVEMENT DESCRIPTION:

The **MAROA-FORSYTH GRADE SCHOOL BIKE PATH** project generally includes the construction of a 10-ft wide asphalt and/or 8-ft wide concrete bike path from the end of the existing bike path at the intersection of Cox St at Smith St to the Maroa-Forsyth Grade School facility. The route generally consists of the existing ROW of Cox St, the old railroad ROW, and a permanent easement adjacent to the ROW of CH 20. This work is hereinafter referred to as the "**PROJECT**".

SCOPE OF SERVICES:

The scope of this phase of the project consists of the negotiations and acquisition of easements from two parcels necessary for the construction of the **PROJECT** in accordance with Illinois Department of Transportation (IDOT) federal-aid acquisition requirements. The two parcels were identified in the Project Development Report (PDR) previously prepared by Chastain and approved by IDOT on August 10, 2022. See attached map for the two parcel locations.

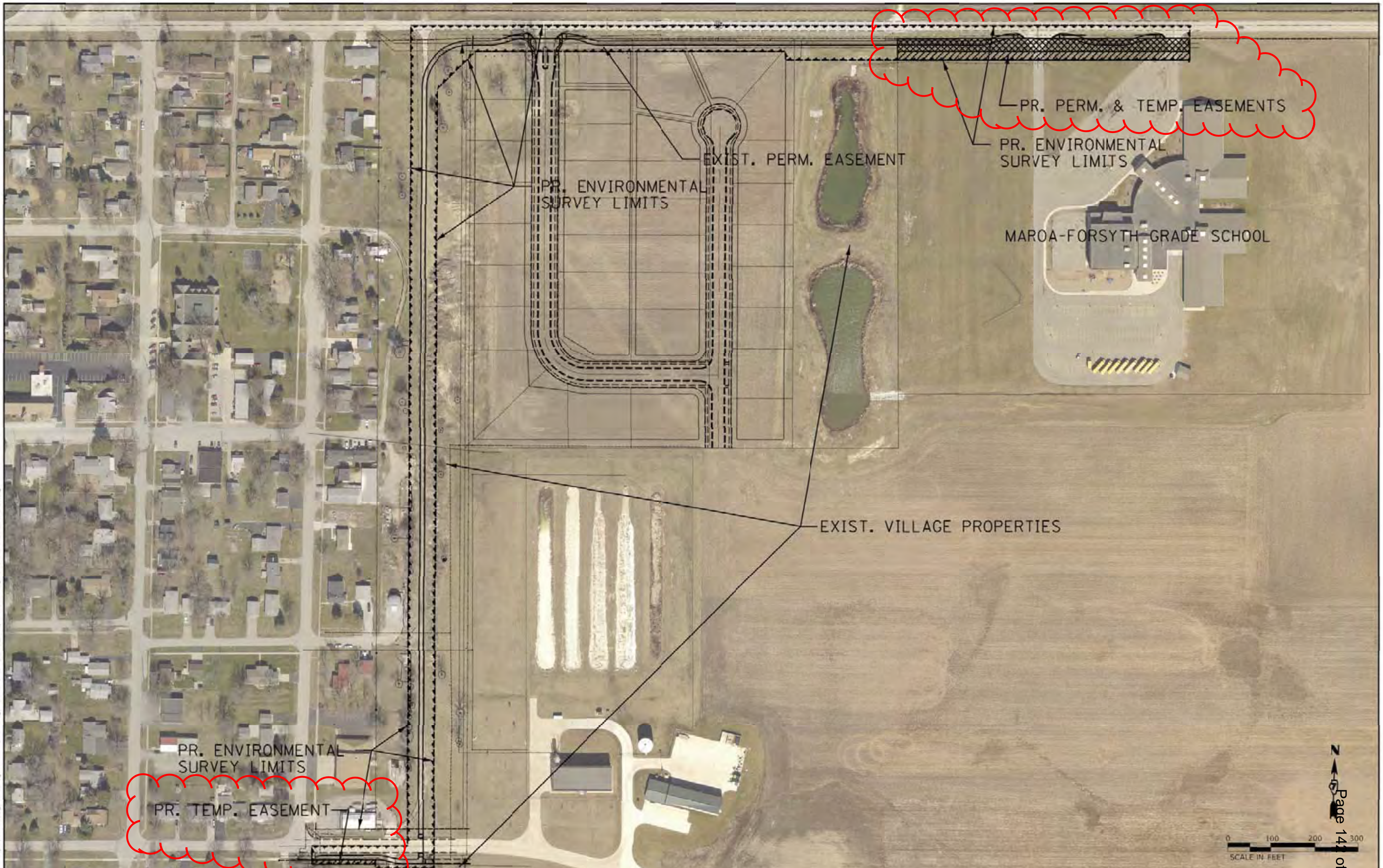
Chastain shall furnish or cause to be furnished for this **PROJECT**:

1. Prepare waiver valuations for the easements acquired from the two parcels.
2. Prepare necessary paperwork and meet with property owners to review project a need for the acquisitions. One in-person meeting with each property owner is included in the estimate. Follow up contact with property owners is anticipated to be by phone call.
3. Upon completion of the acquisitions, Chastain will record the easements, prepare final paperwork, and submit acquisition documentation to IDOT for review.

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

a. Topographic and boundary surveys (completed during PDR preparation).
b. Preparation of project design and bidding documents (addressed under a separate contract for design phase services).
c. Geotechnical exploration and/or reports.
d. Potholing and other methods of subsurface utility excavation to determine utility locations and depths.
e. Preparation of legal description plats and documents for the acquisition of land, easements and/or right-of-way (addressed under a separate contract for design phase services).
f. Services performed in connection with environmental testing and remediation.
g. Services performed in connection with supplemental archaeological surveys, wetland surveys, computer modeling of waterways, and highway access if required by governmental permitting agencies.
h. Services involved in conjunction with public involvement and outreach.
i. Construction observation services (addressed under a separate contract after the scope of construction has been determined and the bidding process has been completed).
j. Services performed as a result of litigation, arbitration, public hearings or other legal or administrative proceedings involving the **PROJECT** other than a dispute between the client and Chastain.

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



USER NAME =	DESIGNED		REVISED
	DRAWN		REVISED
PLOT SCALE = 200.0000	CHECKED		REVISED
PLOT DATE = 6/15/2020	DATE	6/15/2020	REVISED

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

DECATUR, IL SCHAUMBURG, IL
ROCKFORD, IL CHAMPAIGN, IL
BENTON, IL LAFAYETTE, IN
PADUCAH, KY
(833) 424-2782 184-001397

VILLAGE OF FORSYTH – MAROA FORSYTH GRADE SCHOOL BIKE PATH
PROJECT AERIAL MAP

SCALE: 1" = 200' SHEET NO. __ OF __ SHEETS STA. ______ TO STA. ______

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	18-00010-00-BT	MACON		1
		CONTRACT NO.		

ILLINOIS FED. AID PROJECT

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

2022 SCHEDULE OF RATES

Classification	Per Hour Rate Net From		To
Engineers			
Project Principal	$230.40	-	$233.60
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Project Engineer I	$126.40	-	$140.80
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Above quotations are subject to change with 60 days review by client, due to circumstances beyond our control.

Updated 12/26/21

OLD BUSINESS
ITEM 13

Trustees,

We received a quote to add trail lighting starting at Hundley Road, near the Shadow Ridge Sanitary Lift Station, then heading west to the Shadow Ridge Subdivision entrance.

Power will be pulled from the lift station. LED trail lights will not affect the operation of the lift station.

Closs Electric provided a quote for $24,911.00

Closs will install 7 poles, which provides recommended lighting for the trail.

Quote is prevailing wage. Forsyth Public Works will finish grading and seeding.

We budgeted $35,000 in 2022 using line item 30-00-895-3

Thanks,

Darin

Closs Electric Company, Inc

P.O. Box 1393
Decatur, IL 62525
(217) 428-8222
greg@closselectric.com

Estimate

ESTIMATE#	83749321
DATE	08/16/2022
PO#	Shadow Ridge trail.

CUSTOMER	SERVICE LOCATION
Village of Forsyth 301 U.S. 51 Forsyth IL 62535 (217) 433-9597	Village of Forsyth 301 U.S. 51 Forsyth IL 62535 (217) 433-9597

DESCRIPTION

We will Provide material and labor to complete the following:
*Provide trenching and rough backfill- Finish grading and seeding by others.
*Install 7 new direct bury poles.
*Install 7 new LED lights.
*Install a transformer to power the new lights from the lift station.

Estimate

Description	Rate	Total
Price for the above work is valid for 30 days		24,911.00

Estimate Total: **$24,911.00**

CUSTOMER MESSAGE

Thank You for the opportunity to be a part of this project. We appreciate you thinking of Closs Electric Company, Inc. and look forward to working with you in the future.

PRE-WORK SIGNATURE

Signed By:

OLD BUSINESS
ITEM 14

Trustees,

We received a quote to add trail lighting starting at Hundley Road, near 200 Hundley Road, then heading north and then northeast to connect to the existing trail lights that end east of the walking trail bridge.

Power will be pulled from the existing trail lighting on the east side of the bridge.

Closs Electric provided a quote for $15,877.00

Closs will install 4 poles, which provides recommended lighting for the trail.

Quote is prevailing wage. Forsyth Public Works will finish grading and seeding.

We budgeted $35,000 in 2022 using line item 30-00-895-8

Thanks,

Darin

Estimate

Closs Electric Company, Inc

P.O. Box 1393
Decatur, IL 62525
(217) 428-8222
greg@closselectric.com

ESTIMATE#	83748109
DATE	08/16/2022
PO#	Hundley trail

CUSTOMER	SERVICE LOCATION
Village of Forsyth 301 U.S. 51 Forsyth IL 62535 (217) 433-9597	Village of Forsyth 301 U.S. 51 Forsyth IL 62535 (217) 433-9597

DESCRIPTION

We will provide material and labor to complete the following:
*Provide trenching and rough backfill- finish grading and seeding by others.
*Install 4 new direct bury poles.
*Install 4 new LED lights.
*Install direct bury wire from existing lights to the 4 new lights.
*Install rigid metal conduit acrossed the bridge.

Estimate

Description	Rate	Total
Price for the above work is valid for 30 days		15,877.00

Estimate Total: **$15,877.00**

CUSTOMER MESSAGE

Thank You for the opportunity to be a part of this project. We appreciate you thinking of Closs Electric Company, Inc. and look forward to working with you in the future.

PRE-WORK SIGNATURE

Signed By:

NEW BUSINESS

ITEM 1

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: October 4, 2022
Subject: Budget

Budget groups will start in October. My thoughts for groups will be Dave and Bob, Marilyn and Jeff, Jeremy and Lauren.

It will likely take 2 hours to review the whole budget in our groups. Each Department Head will present their budget to your group, you will hear the whole budget at this meeting. I believe this will be a great educational opportunity for us each to dive into the budget and understand where staff is coming from. They will be presenting you the budget in is final draft form. This is not to avoid discussion at the meeting, just to educate and give you a better understanding of the budget. However, changes can still be made.

We will meet the week of Oct 24-28
Treasurer will input any changes
1st draft of the budget will be proposed at the Nov 15 Meeting
Treasurer will input any changes
2nd/final draft will be proposed at the December 6 Meeting

<u>Option 1:</u>
Review the whole budget with each group
Pros: Answers any questions they have across all areas
Gives them time to think about the entire budget before the meeting
But they will see the whole thing and will avoid frustration at the meeting
Educate them a bit more on our thought process
Con: Time (likely 2 hours of their day)

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

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

MEMORANDUM

To: Mayor and Board of Trustees

From: Rhonda Stewart, Village Treasurer

Date: September 30, 2022

Subject: 2022 Tax Levy

We are required to state (set) the amount of the 2022 tax levy at least 20 days before it is passed. Based upon our tentative schedule we would like the Village Board to set the 2022 tax levy amount during the October 4, 2022, Village Board meeting (the very latest we can set the amount would be during our November 15, 2022, Village Board meeting).

The tax levy must be passed by the Village Board each year by the last meeting in December (December 15, 2022). Based upon our tentative schedule we would like to have the tax levy passed by the Village Board on November 1, 2022, Village Board meeting.

The tentative schedule during our regular Village Board meeting dates for this year's levy are:

Tentative date to set the 2022 tax levy:	**October 4, 2022**
Tentative date to pass the 2022 tax levy:	**November 1, 2022**

Or

Last date to set the 2022 tax levy:	**November 15, 2022**
Last date to pass the 2022 tax levy:	**December 6, 2022**

VILLAGE OF FORSYTH
PRIDE & PROGRESS

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

Below is a summary of levies from 2011 through 2021 showing the total assessed value, the Village of Forsyth percentage of levy increase (over the previous year), and the actual amount of the tax levy. As you can see, in 2011 was the last time the Village increased the amount of the levy 4.9% and in 2012 to 2021 the Village did not increase the amount of the levy.

Year	**Total Assessed**	**Levy Increase**	**Amount Levied**	**Amount**
2011	$124,782,873	4.9%	$452,369	$448,894 in 2012
2012	$123,685,319	0.0%	$452,369	$448,050 in 2013
2013	$124,096,708	0.0%	$452,369	$448,337 in 2014
2014	$127,691,861	0.0%	$452,369	$451,250 in 2015
2015	$128,545,152	0.0%	$437,369	$437,401 in 2016
2016	$129,850,960	0.0%	$437,369	$437,429 in 2017
2017	$131,051,989	0.0%	$437,369	$437,412 in 2018
2018	$130,483,508	0.0%	$437,369	$437,407 in 2019
2019	$129,352,766	0.0%	$437,369	$437,432 in 2020
2020	$130,733,929	0.0%	$437,369	$437,423 in 2021
2021	$126,108,420	0.0%	$437,369	$437,420 in 2022 (est.)

PROPOSED

If you see fit to a 4.9% increase, the levy amount would be $458,801. The levy amount may be set at the regular meeting of October 4, 2022 but no later than November 15, 2022.

2022	$129,315,000 est.	4.9%	$458,801 ($21,432 estimated increase)
		4.5%	$457,051 ($19,682 estimated increase)
		4.0%	$454,864 ($17,495 estimated increase)
		3.5%	$452,677 ($15,308 estimated increase)
		3.0%	$450,490 ($13,121 estimated increase)
		2.5%	$448,303 ($10,934 estimated increase)
		2.0%	$446,116 ($ 8,747 estimated increase)
		1.5%	$443,930 ($ 6,561 estimated increase)
		1.0%	$441,743 ($ 4,375 estimated increase)
		0.5%	$439,556 ($ 2,187 estimated increase)
		0.0%	$437,369 ($ 0 estimated increase)

VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE NUMBER 2022-xx

AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE PURPOSES FOR THE VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022

Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Forsyth, Macon County, Illinois, this xx[th] day of November 2022.

ORDINANCE NUMBER __2021-xx__________

AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE PURPOSES FOR THE VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That the amount hereinafter set forth, or so much thereof as may be authorized by law, and the same are hereby levied upon all property subject to taxation within the municipality as that property is assessed and equalized for the current year, and for such purposes as General Corporate, Police Protection, Social Security, Liability Insurance, Audit, Illinois Municipal Retirement Fund, Street Lighting, and Unemployment Insurance for the Village of Forsyth, Macon County, Illinois, for the fiscal year beginning January 1, 2022, and ending December 31, 2022.

SECTION 2: That the amount levied for each object and purpose is placed in a separate column under the heading "Amount to be raised by Tax Levy," which appears over the same begin as follows, to wit:

General Fund (01)

Legislative (10)

	Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Personal Services)				
430	Salaries- Elected	$ 19,500		NONE
	Total Personal	$ 19,500		NONE
(Contractual Services)				
552	Telephone	$ -		NONE
554	Printing	$ 300		NONE
549	Other Professiona Services	$ 50,000		NONE
560	Professional Development	$ 275		NONE
	Total Contractual	$ 50,575		NONE
(Other Expenditures)				
913	Promotional	$ 25,900		NONE
914	Family Fest	$ 45,000		NONE
917	Activities & Events	$ 6,000		NONE
918-1	Economic Development Corporation (EDC)	$ 7,500		NONE
929	Miscellaneous Expenses	$ 1,500		NONE
	Total Expenditures	$ 85,900		NONE
	TOTAL LEGISLATIVE	$ 155,975	$ 155,975	$ -

General Fund (01)

Administration (11)

	Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Personal Services)				
421	Salaries-Regular	$ 294,000		$ 77,697
423	Salaries-Overtime	$ 1,500		NONE
451	Health/Dental/Vision Insurance	$ 60,000		NONE
453	Unemployment Insurance	$ -		$ 2,140
461	(Social Security Tax) FICA Contribution	$ 22,400		$ 3,797
462	IMRF Contribution	$ 29,200		$ 5,685
471	Uniform Allowance	$ 500		NONE
	Total Personal	$ 407,600		$ 89,319
(Contractual Services)				
511	Building Maintenance Service	$ 43,000		NONE
512	Equipment Maintenance Service	$ 4,700		NONE
531	Accounting Service	$ 24,500		$ 15,735
532	Engineering Service	$ 50,000		NONE
533	Legal Service	$ 40,000		NONE
535	Deputy Contract	$ 514,650		$ 97,647
537	IT Services	$ 20,000		NONE
547	Electrical Inspections	$ 1,000		NONE
549	Other Professional Services	$ 44,900		NONE
549-1	Village Vision	$ 2,000		NONE
551	Postage	$ 2,100		NONE
552	Telephone	$ 2,700		NONE
553	Publishing	$ 2,500		NONE
554	Printing	$ 2,500		NONE
556	Codification Services	$ 5,000		NONE
560	Professional Development	$ 18,600		NONE
571	Utilities	$ 9,000		NONE
594	Risk Management Contribution	$ 76,000		$ 35,666
	Total Contractual	$ 863,150		$ 149,048
(Supplies)				
611	Building Maintenance	$ 700		NONE
612	Equipment Maintenance	$ 100		NONE
617	Ground Maintenance	$ 200		NONE
651	Office Supplies	$ 11,500		NONE
651-1	Computer/Equipment	$ 3,000		NONE
654	Janitorial Supplies	$ 400		NONE
	Total Supplies	$ 15,900		NONE
(Other Expenditures)				
929	Miscellaneous Expense	$ 2,000		NONE
929-1	Community Room Refunds	$ 300		NONE
999-7	School Transfer	$ 1,003,500		NONE
	Total Other Expenditures	$ 1,005,800		NONE
(Interfund Transfer)				
999-2	Forsyth Family Sports and Nature Park	$ 1,628,000		NONE
999-3	Capital Project Fund	$ 1,744,020		NONE
999-4	Economic Devel. Fund	$ 250,000		NONE
999-5	Water Fund IEPA	$ 1,370,000		NONE
	Total Expenditures	$ 4,992,020		NONE
	TOTAL ADMINISTRATION	$ 7,284,470	$ 7,046,103	$ 238,367

General Fund (01)

STREETS & MAINTENANCE (41)

	Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Personal Services)				
421	Salaries-Regular	$ 200,000		$ 48,612
423	Salaries-Overtime	$ 5,000		NONE
451	Health/Dental/Vision Insurance	$ 44,900		NONE
461	(Social Security Tax) FICA Contribution	$ 16,000		$ 2,307
462	IMRF Contribution	$ 20,200		$ 3,566
471	Uniform Allowance	$ 1,000		NONE
	Total Personal	$ 287,100		$ 54,485
(Contractual Services)				
511	Building Maintenance Service	$ 25,000		NONE
512	Equipment Maintenance Service	$ 12,000		NONE
513	Vehicle Maintenance Service	$ 5,000		NONE
514	Street Maintenance Service	$ 20,000		NONE
514-1	Bridge Inspection (hundley 2yr/weaver 4yr	$ 6,000		NONE
515	NOI Storm water Main. Service	$ 5,000		NONE
515-1	Street Storm Sewer Maintenance	$ 10,000		NONE
517	Ground Maintenance Service	$ 22,000		NONE
517-1	Landscaping Tree Service	$ 5,000		NONE
518	Sidewalk Maintenance	$ 12,000		NONE
532	Engineering Service	$ 2,000		NONE
534	Medical Service	$ 200		NONE
549	Other Professional Service	$ 7,000		NONE
552	Telephone	$ 750		NONE
560	Professional Development	$ 4,000		NONE
571	Utilities	$ 10,000		NONE
572	Street Lighting & Repairs	$ 40,000		$ 52,450
578	Dumpster Roll Off/Trash	$ 4,000		NONE
579	Traffic Lights & Repairs	$ 12,500		NONE
	Total Contractual	$ 202,450		$ 52,450
(Supplies)				
611	Building Maintenance	$ 250		NONE
612	Equipment Maintenance	$ 3,000		NONE
613	Vehicle Maintenance	$ 500		NONE
614	Street Maintenance	$ 5,000		NONE
615-1	Storm Sewer Maintenance Supplies	$ 3,000		NONE
616	Snow Removal	$ 18,000		NONE
617	Ground Maintenance	$ 5,000		NONE
617-1	Landscaping Trees	$ 1,000		NONE
618	Sidewalk Maintenance Supplies	$ 750		NONE
651	Office Supplies	$ 1,000		NONE
651-1	Computers/Equipment Supplies	$ 500		NONE
652	Operating Supplies	$ 12,000		NONE
653	Small Tools	$ 1,500		NONE
654	Janitorial Supplies	$ 3,000		NONE
655	Fuel	$ 12,000		NONE
	Total Supplies	$ 66,500		NONE
(Other Expenditures)				
929	Miscellaneous Expense	$ 1,500		NONE
	Total Expenditures	$ 1,500		NONE
				NONE
TOTAL STREETS & MAINTENANCE		$ 557,550	$ 450,615	$ 106,935

General Fund (01)

PARKS & RECREATION (52)

	Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Personal Services)				
421	Salaries-Regular	$ 105,000		$ 29,888
423	Salaries-Overtime	$ 7,500		NONE
451	Health/Dental/Vision Insurance	$ 57,700		NONE
461	(Social Security Tax) FICA Contribution	$ 8,600		$ 1,783
462	IMRF Contribution	$ 11,100		$ 1,679
471	Uniform Allowance	$ 250		NONE
	Total Personal	$ 190,150		$ 33,350
(Contractual Services)				
511	Building Maintenance Service	$ 15,000		NONE
512	Equipment Maintenance Service	$ 8,000		NONE
513	Vehicle Maintenance Service	$ 250		NONE
517	Ground Maintenance Service	$ 60,000		NONE
517-1	Park Landscaping Service	$ 60,000		NONE
520	Bike Trail Maint. Service	$ 20,000		NONE
534	Medical Service	$ -		NONE
549	Other Professional Service	$ 10,000		NONE
571	Utilities	$ 15,000		NONE
578	Trash Service (Dumpster)	$ 3,000		NONE
	Total Contractual	$ 191,250		NONE
(Supplies)				
611	Building Maintenance	$ 2,000		NONE
612	Equipment Maintenance	$ 30,000		NONE
617	Ground Maintenance	$ 33,000		NONE
617-1	Park Landscaping	$ 20,000		NONE
620	Bike Path Maintenance	$ 1,000		NONE
652	Operating Supplies	$ 10,000		NONE
653	Small Tools	$ 500		NONE
654	Janitorial Supplies	$ 4,000		NONE
655	Fuel	$ 8,000		NONE
	Total Supplies	$ 108,500		NONE
(Other Expenditures)				
810	Land Acquisition/Grant Fees	$ -		NONE
913	Summar Park Program	$ 5,000		NONE
929	Miscellaneous Expense	$ 5,000		NONE
	Total Other Expenditures	$ 10,000		NONE
TOTAL PARKS & RECREATION		$ 499,900	$ 466,550	$ 33,350

General Fund (01)

LIBRARY (53)

	Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Personal Services)				
421	Salaries-Regular	$ 222,000		$ 71,670
423	Salaries-Overtime	$ 1,350		NONE
451	Health/Dental/Vision Insurance	$ 34,000		NONE
461	(Social Security Tax) FICA Contribution	$ 17,500		$ 3,232
462	IMRF Contribution	$ 22,000		$ 5,245
471	Uniform Allowance	$ 100		NONE
	Total Personal	$ 296,950		$ 80,147
(Contractual Services)				
511	Building Maintenance Service	$ 5,000		NONE
512	Equipment Maintenance Service	$ 2,500		NONE
537	Data Processing Service	$ 11,000		NONE
540	Online Sources	$ 10,500		NONE
540-1	Digital Library Service	$ 3,000		NONE
549	Other Professional Service	$ 4,000		NONE
551	Postage	$ 500		NONE
552	Telephone	$ 2,500		NONE
560	Professional Development	$ 2,000		NONE
571	Utilities	$ 16,000		NONE
578	Trash Service (Dumpster)	$ 1,700		NONE
	Total Contractual	$ 58,700		NONE
(Supplies)				
611	Building Maintenance	$ 500		NONE
612	Equipment Maintenance	$ 1,000		NONE
617	Ground Maintenance	$ 500		NONE
651	Office Supplies	$ 3,500		NONE
651-1	Computer/Equipment	$ 10,000		NONE
651-3	Furniture Supplies	$ 1,000		NONE
654	Janitorial Supplies	$ 1,000		NONE
659	Library Supplies	$ 1,000		NONE
671	Books	$ 35,000		NONE
672	Periodicals	$ 10,500		NONE
681	Audio Visual Materials	$ 8,000		NONE
	Total Supplies	$ 72,000		NONE
(Other Expenditures)				
909	Purchases from Donations	$ 3,000		NONE
910	DPL/Other Reimbursement	$ 200		NONE
912	Library Accessories	$ 1,000		NONE
913	Promotional Programming	$ 15,500		NONE
929	Miscellaneous Expense	$ 500		NONE
	Total Other Expenditures	$ 20,200		NONE
	TOTAL LIBRARY	$ 447,850	$ 367,703	$ 80,147

General Fund (01)

TOTAL GENERAL FUND		$ 8,945,745	$ 8,486,946	$ 458,799

REF	Description	Amount to be raised by Tax Levy
REF:	General Corporate Tax (65 ILCS 5/8-3-1)	$ 227,867
REF:	Police Protection Tax (65 ILCS 5/11-1-3)	$ 97,647
REF:	Liability Insurance Tax (745 ILCS 10/9-107)	$ 35,666
REF:	Social Security Tax (40 ILCS 5/21-110, 5/21-110.1)	$ 11,119
REF:	Ill. Municipal Retirement Funds Tax (65 ILCS 5/7-171)	$ 16,175
REF:	Municipal Auditing Tax (65 ILCS 5/8-8-8)	$ 15,735
REF:	Unemployment Insurance Tax (745 ILCS 10/9-107)	$ 2,140
REF:	Street Lighting Tax (65 ILCS 5/11-80-5)	$ 52,450
		$ 458,799

Motor Fuel Tax Funds (15)

MFT (00)

(Contractual Services)

		$ -		NONE
		$ -		NONE
	TOTAL MOTOR FUEL TAX	**$ -**	**$ -**	**$ -**

Hotel/Motel Tax Fund (16)

HOTEL/MOTEL TAX (00)

	Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Personal Services)				
421	Salaries-Regular	$ 1,200		NONE
423	Salaries-Overtime	$ 3,000		NONE
461	(Social Security Tax) FICA Contribution	$ 300		NONE
462	IMRF Contribution	$ 400		NONE
	Total Personal	$ 4,900		NONE
Capital				
890	Disc Golf Updates	$ 5,000		NONE
893-1	D #1 & 2 Misc Updates/Charges	$ 10,000		NONE
	Total Capital	$ 15,000		NONE
(Other Expenditures)				
911	Other Events	$ 15,000		NONE
911-1	Farm Progress	$ -		NONE
911-3	DACVB	$ 75,000		NONE
911-4	ASA Torunament	$ 5,000		NONE
911-5	Disc Golf Tournament	$ 7,500		NONE
	Total Other Expenditures	$ 102,500		NONE
	TOTAL HOTEL/MOTEL TAX FUND	$ 122,400	$ 122,400	NONE

Tax Increment Finance Funds (18)

TIF (00)

	Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Contractual Services)				
531	Accounting Audit	$ 1,550		NONE
549	Other Professional Services	$ 18,800		NONE
	Total Contractual	$ 20,350		NONE
(Other Expenditures)				
928	Redevelpment Agreement Payments	$ 58,000		NONE
999-7	School Agreement	$ 49,800		NONE
	Total Other Expenditures	$ 107,800		NONE
	TOTAL TIF FUND	$ 128,150		NONE

Capital Project Fund (30)

CAPITAL PROJECT (00)

	Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Capital)				
810-6	Well 7 & Raw Water Main Expenses	$ 890,600		NONE
810-7	300-500 gpm Pump (contingency plan)	$ 25,000		NONE
810-8	Water Towers, Ground Storage Tank, Aerator, Claricone Claifiers & Filter Maintenance	$ 94,000		NONE
810-9	Akers Drive Water Main Replacement	$ 95,000		NONE
831	Mower Replacement	$ 30,000		NONE
835	M/F Grand School Bike Path (eng)	$ 201,605		NONE
851	Repair Library/Community Room Exterior	$ 110,000		NONE
860	Resurface Parking Lots A,B,C&D	$ 75,000		NONE
861	Golf Cart	$ 20,000		NONE
862	Truck Purchase	$ 30,000		NONE
862-3	Backhow Claw Attachment	$ 6,000		NONE
862-5	Dump Truck	$ 40,000		NONE
862-6	Tractor	$ 25,000		NONE
862-7	Trailer	$ 5,000		NONE
864-3	Avalon Blvd Construction	$ 295,000		NONE
864-4	Woodland Hills	$ 79,200		NONE
864-5	Scholl Pointe Pavement Maintenance	$ 136,700		NONE
864-6	Cox Street Extension	$ 100,000		NONE
864-7	Grayhawk Sub-D Rehabilitation	$ 500,000		NONE
874	Greenbrier SubD Rehabilitation (design eng)	$ 832,000		NONE
874-1	Colonial,Akers,Home (design eng & bidding services)	$ 402,000		NONE
882	Annual Pavement Maintenance Program (design eng)	$ 182,000		NONE
892-1	Circle Trail Bridge (main park)	$ 75,000		NONE
895-3	Trail Lighting Hundley/Shadow Ridge	$ 35,000		NONE
895-7	Veteran's Pond Repair	$ 47,500		NONE
895-8	N Hundley to end of W Forsyth Pkwy Trail Lights	$ 35,000		NONE
	Total Capital	$ 4,366,605		NONE
	TOTAL CAPITAL PROJECT FUND	$ 4,366,605	$ 4,366,605	NONE

Economic Devl. Fund (31)

ECONOMIC DEVL. FUND (00)

Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Contractual Services)			
	$ -		NONE
	$ -		NONE
TOTAL ECONOMIC DEVL. FUND	$ -	$ -	NONE

American Rescue Plan Act (32)

ARPA (32)

Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Capital Serivces)			
	$ -		NONE
	$ -		NONE
TOTAL AMERICAN RESCUE PLAN ACT	$ -	$ -	NONE

Forsyth Family Sports & Nature Park (38)

FFSNP (38)

	Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Capital)				
863-1	OSLAD (design eng & bidding services)	$ 40,000		NONE
863-1	OSLAD (construction & observation)	$ 1,588,000		NONE
	Total Capital	$ 1,628,000	$ 1,628,000	NONE
	TOTAL FORSYTH SPORTS & NATURE PARK	$ 1,628,000	$ 1,628,000	NONE

Water Fund (51)

WATER (00)

	Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Personal Services)				
421	Salaries Regular	$ 99,800		NONE
423	Salaries Overtime	$ 5,000		NONE
451	Health/Dental/Vision Insurance	$ 20,200		NONE
461	(Social Security Tax) FICA Contribution	$ 8,000		NONE
462	IMRF Contribution	$ 10,300		NONE
471	Uniforms	$ 300		NONE
	Total Personal	$ 143,600		NONE
(Contractual Services)				
511	Building Maintenance Service	$ 50,000		NONE
512	Equipment Maintenance Service	$ 82,000		NONE
512-1	Storage Tank Maintenance Service	$ -		NONE
513	Vehicle Maintenance Service	$ 500		NONE
532	Engineering Services	$ 5,000		NONE
534	Medical Services	$ -		NONE
547	Plumbing Inspections	$ 1,500		NONE
549	Other Professional Services	$ 55,000		NONE
549-1	Outsource Utility Billing	$ 6,500		NONE
549-2	Online Payment Fees	$ 2,800		NONE
551	Postage	$ 100		NONE
552	Telephone	$ 3,000		NONE
560	Professional Development	$ 3,000		NONE
571	Utilities	$ 46,000		NONE
	Total Contractual	$ 255,400		NONE
(Supplies)				
611	Maintenance of Building	$ 2,500		NONE
612	Maintenance of Equipment	$ 7,500		NONE
813	Maintenance of Vehicle	$ 100		NONE
617	Maintenance of Grounds	$ 1,000		NONE
617-1	Landscaping Trees Supplies	$ -		NONE
651	Office Supplies	$ 100		NONE
651-1	Computer/Equipment Supplies	$ 1,000		NONE
652	Operating Supplies	$ 15,000		NONE
653	Small Tools	$ 100		NONE
654	Janitorial Supplies	$ 100		NONE
655	Fuel	$ 500		NONE
656	Chemicals	$ 210,000		NONE
	Total Supplies	$ 237,900		NONE
(Other Expenditures/Debt Services)				
929	Miscellaneous Expense	$ 100		NONE
997	Water Plant IEPA Loan Payment	$ 1,370,000		NONE
999-3	Inter-fund Transfer (out)	$ -		NONE
	Total Other/Debt Services	$ 1,370,100		NONE
	TOTAL WATER	$ 2,007,000	$ 2,007,000	NONE

SewerFund (52)

SEWER (00)

	Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Personal Services)				
421	Salaries Regular	$ 19,700		NONE
423	Salaries Overtime	$ 820		NONE
451	Health/Dental/Vision Insurance	$ 15,200		NONE
461	(Social Security Tax) FICA Contribution	$ 1,600		NONE
462	IMRF Contribution	$ 2,100		NONE
471	Uniforms	$ 250		NONE
	Total Personal	$ 39,670		NONE
(Contractual Services)				
512	Equipment Maintenance Service	$ 25,000		NONE
513	Vehicle Maintenance Service	$ 400		NONE
517	Ground Maintenance Service	$ 4,000		NONE
517-1	Landscaping Tree Service	$ 2,000		NONE
532	Engineering Services	$ 100		NONE
549	Other Professional Services	$ 1,500		NONE
549-1	Outsource Utility Billing	$ 6,500		NONE
549-2	Online Payment Fees	$ 2,800		NONE
552	Telephone	$ 4,000		NONE
571	Utilities	$ 7,000		NONE
578	Sewer Discharge Fees	$ 240,000		NONE
	Total Contractual	$ 293,300		NONE
(Supplies)				
612	Equipment Maintenance	$ 5,000		NONE
613	Vehicle Maintenance	$ 100		NONE
652	Operating Supplies	$ 1,000		NONE
653	Small Tools	$ 150		NONE
655	Fuel	$ 1,500		NONE
	Total Supplies	$ 7,750		NONE
(Other Expenditures/Debt Services)				
929	Miscellaneous	$ 1,000		NONE
999-3	Inter Fund Transfer (out)	$ -		NONE
	Total Expenditures/Debt	$ 1,000		NONE
	TOTAL SEWER	$ 341,720	$ 341,720	NONE

TAX LEVY SUMMARY

General Corporate Tax (65 ILCS 5/8-3-1)	$ 227,867
Police Protection Tax (65 ILCS 5/11-1-3)	$ 97,647
Liability Insurance Tax (745 ILCS 10/9-107)	$ 35,666
Social Security Tax (40 ILCS 5/21-110, 5/21-110.1)	$ 11,119
Ill. Municipal Retirement Funds Tax (65 ILCS 5/7-171)	$ 16,175
Municipal Auditing Tax (65 ILCS 5/8-8-8)	$ 15,735
Unemployment Insurance Tax (745 ILCS 10/9-107)	$ 2,140
Street Lighting Tax (65 ILCS 5/11-80-5)	$ 52,450
	$ 458,799

SECTION 3: That the Village Clerk shall make and file with the county Clerk of said County of Macon, on or before the last Tuesday in December, a duly certified copy of this ordinance.

SECTION 4: That if any section, subdivision, or sentence of this ordinance shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance.

SECTION 5: That this ordinance shall be in full force and effect after its adoption, as provided by law.

PASSED this xxth day of November 2022.

	AYE	NAY	ABSTAIN	ABSENT
GRUENEWALD				
JOHNSON				
LONDON				
SHAW				
WENDT				
YOUNG				
PECK				
TOTAL				

APPROVED this xxth day of November 2022.

____
Jim Peck, Village Mayor

ATTEST:

____
Cheryl Marty, Village Clerk

VILLAGE OF FORSYTH
PRIDE & PROGRESS

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

TRUTH IN TAXATION

CERTIFICATE OF COMPLIANCE

I, the undersigned, hereby certify that I am the presiding officer of the Village of Forsyth, IL, and as such presiding officer I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of Section 18-60 through 18-85 of the Truth in Taxation Act are not applicable.

Notice and hearing requirements of Section 18-60 through 18-85 of the Truth in Taxation Act are not applicable.

The taxing district's aggregate levy did not exceed 5% increase over the prior year's extension. Therefore, a notice and a hearing were not necessary.

This certificate applies to the 2022 Levy.

Date: , 2022

Presiding officer: ______________________________
Jim Peck, Mayor

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

CERTIFICATION OF TAX LEVY ORDINANCE

VILLAGE OF FORSYTH

The undersigned, duly appointed, qualified and acting Clerk of the Village of Forsyth, Macon County, Illinois, does hereby certify that the attached hereto is a true and correct copy of the Tax Levy Ordinance of said Village for the fiscal year beginning January 1, 2022 and ending December 31, 2022 as passed on , 2022.

This certification is made and filed pursuant to the requirements of 65 ILCS 5/8-3-1 and on behalf of the Village of Forsyth, Macon County, Illinois. This certification must be filed by the last Tuesday in December.

Date: , 2022

____

Municipal Clerk, Cheryl Marty

(Seal)

VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE NUMBER __2022-xx___________

AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE PURPOSES FOR THE VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022

Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Forsyth, Macon County, Illinois, this xxth__ day of November 2022.

ORDINANCE NUMBER __2021-xx__

AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE PURPOSES FOR THE VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That the amount hereinafter set forth, or so much thereof as may be authorized by law, and the same are hereby levied upon all property subject to taxation within the municipality as that property is assessed and equalized for the current year, and for such purposes as General Corporate, Police Protection, Social Security, Liability Insurance, Audit, Illinois Municipal Retirement Fund, Street Lighting, and Unemployment Insurance for the Village of Forsyth, Macon County, Illinois, for the fiscal year beginning January 1, 2022, and ending December 31, 2022.

SECTION 2: That the amount levied for each object and purpose is placed in a separate column under the heading "Amount to be raised by Tax Levy," which appears over the same begin as follows, to wit:

General Fund (01)

Legislative (10)

	Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Personal Services)				
430	Salaries- Elected	$ 19,500		NONE
	Total Personal	$ 19,500		NONE
(Contractual Services)				
552	Telephone	$ -		NONE
554	Printing	$ 300		NONE
549	Other Professiona Services	$ 50,000		NONE
560	Professional Development	$ 275		NONE
	Total Contractual	$ 50,575		NONE
(Other Expenditures)				
913	Promotional	$ 25,900		NONE
914	Family Fest	$ 45,000		NONE
917	Activities & Events	$ 6,000		NONE
918-1	Economic Development Corporation (EDC)	$ 7,500		NONE
929	Miscellaneous Expenses	$ 1,500		NONE
	Total Expenditures	$ 85,900		NONE
	TOTAL LEGISLATIVE	$ 155,975	$ 155,975	$ -

General Fund (01)

Administration (11)

	Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Personal Services)				
421	Salaries-Regular	$ 294,000		$ 74,067
423	Salaries-Overtime	$ 1,500		NONE
451	Health/Dental/Vision Insurance	$ 60,000		NONE
453	Unemployment Insurance	$ -		$ 2,040
461	(Social Security Tax) FICA Contribution	$ 22,400		$ 3,620
462	IMRF Contribution	$ 29,200		$ 5,420
471	Uniform Allowance	$ 500		NONE
	Total Personal	$ 407,600		$ 85,147
(Contractual Services)				
511	Building Maintenance Service	$ 43,000		NONE
512	Equipment Maintenance Service	$ 4,700		NONE
531	Accounting Service	$ 24,500		$ 15,000
532	Engineering Service	$ 50,000		NONE
533	Legal Service	$ 40,000		NONE
535	Deputy Contract	$ 514,650		$ 93,086
537	IT Services	$ 20,000		NONE
547	Electrical Inspections	$ 1,000		NONE
549	Other Professional Services	$ 44,900		NONE
549-1	Village Vision	$ 2,000		NONE
551	Postage	$ 2,100		NONE
552	Telephone	$ 2,700		NONE
553	Publishing	$ 2,500		NONE
554	Printing	$ 2,500		NONE
556	Codification Services	$ 5,000		NONE
560	Professional Development	$ 18,600		NONE
571	Utilities	$ 9,000		NONE
594	Risk Management Contribution	$ 76,000		$ 34,000
	Total Contractual	$ 863,150		$ 142,086
(Supplies)				
611	Building Maintenance	$ 700		NONE
612	Equipment Maintenance	$ 100		NONE
617	Ground Maintenance	$ 200		NONE
651	Office Supplies	$ 11,500		NONE
651-1	Computer/Equipment	$ 3,000		NONE
654	Janitorial Supplies	$ 400		NONE
	Total Supplies	$ 15,900		NONE
(Other Expenditures)				
929	Miscellaneous Expense	$ 2,000		NONE
929-1	Community Room Refunds	$ 300		NONE
999-7	School Transfer	$ 1,003,500		NONE
	Total Other Expenditures	$ 1,005,800		NONE
(Interfund Transfer)				
999-2	Forsyth Family Sports and Nature Park	$ 1,628,000		NONE
999-3	Capital Project Fund	$ 1,744,020		NONE
999-4	Economic Devel. Fund	$ 250,000		NONE
999-5	Water Fund IEPA	$ 1,370,000		NONE
	Total Expenditures	$ 4,992,020		NONE
TOTAL ADMINISTRATION		$ 7,284,470	$ 7,057,237	$ 227,233

General Fund (01)

STREETS & MAINTENANCE (41)

	Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Personal Services)				
421	Salaries-Regular	$ 200,000		$ 46,345
423	Salaries-Overtime	$ 5,000		NONE
451	Health/Dental/Vision Insurance	$ 44,900		NONE
461	(Social Security Tax) FICA Contribution	$ 16,000		$ 2,200
462	IMRF Contribution	$ 20,200		$ 3,400
471	Uniform Allowance	$ 1,000		NONE
	Total Personal	$ 287,100		$ 51,945
(Contractual Services)				
511	Building Maintenance Service	$ 25,000		NONE
512	Equipment Maintenance Service	$ 12,000		NONE
513	Vehicle Maintenance Service	$ 5,000		NONE
514	Street Maintenance Service	$ 20,000		NONE
514-1	Bridge Inspection (hundley 2yr/weaver 4yr	$ 6,000		NONE
515	NOI Storm water Main. Service	$ 5,000		NONE
515-1	Street Storm Sewer Maintenance	$ 10,000		NONE
517	Ground Maintenance Service	$ 22,000		NONE
517-1	Landscaping Tree Service	$ 5,000		NONE
518	Sidewalk Maintenance	$ 12,000		NONE
532	Engineering Service	$ 2,000		NONE
534	Medical Service	$ 200		NONE
549	Other Professional Service	$ 7,000		NONE
552	Telephone	$ 750		NONE
560	Professional Development	$ 4,000		NONE
571	Utilities	$ 10,000		NONE
572	Street Lighting & Repairs	$ 40,000		$ 50,000
578	Dumpster Roll Off/Trash	$ 4,000		NONE
579	Traffic Lights & Repairs	$ 12,500		NONE
	Total Contractual	$ 202,450		$ 50,000
(Supplies)				
611	Building Maintenance	$ 250		NONE
612	Equipment Maintenance	$ 3,000		NONE
613	Vehicle Maintenance	$ 500		NONE
614	Street Maintenance	$ 5,000		NONE
615-1	Storm Sewer Maintenance Supplies	$ 3,000		NONE
616	Snow Removal	$ 18,000		NONE
617	Ground Maintenance	$ 5,000		NONE
617-1	Landscaping Trees	$ 1,000		NONE
618	Sidewalk Maintenance Supplies	$ 750		NONE
651	Office Supplies	$ 1,000		NONE
651-1	Computers/Equipment Supplies	$ 500		NONE
652	Operating Supplies	$ 12,000		NONE
653	Small Tools	$ 1,500		NONE
654	Janitorial Supplies	$ 3,000		NONE
655	Fuel	$ 12,000		NONE
	Total Supplies	$ 66,500		NONE
(Other Expenditures)				
929	Miscellaneous Expense	$ 1,500		NONE
	Total Expenditures	$ 1,500		NONE
				NONE
TOTAL STREETS & MAINTENANCE		$ 557,550	$ 455,605	$ 101,945

General Fund (01)

PARKS & RECREATION (52)

	Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Personal Services)				
421	Salaries-Regular	$ 105,000		$ 28,494
423	Salaries-Overtime	$ 7,500		NONE
451	Health/Dental/Vision Insurance	$ 57,700		NONE
461	(Social Security Tax) FICA Contribution	$ 8,600		$ 1,700
462	IMRF Contribution	$ 11,100		$ 1,600
471	Uniform Allowance	$ 250		NONE
	Total Personal	$ 190,150		$ 31,794
(Contractual Services)				
511	Building Maintenance Service	$ 15,000		NONE
512	Equipment Maintenance Service	$ 8,000		NONE
513	Vehicle Maintenance Service	$ 250		NONE
517	Ground Maintenance Service	$ 60,000		NONE
517-1	Park Landscaping Service	$ 60,000		NONE
520	Bike Trail Maint. Service	$ 20,000		NONE
534	Medical Service	$ -		NONE
549	Other Professional Service	$ 10,000		NONE
571	Utilities	$ 15,000		NONE
578	Trash Service (Dumpster)	$ 3,000		NONE
	Total Contractual	$ 191,250		NONE
(Supplies)				
611	Building Maintenance	$ 2,000		NONE
612	Equipment Maintenance	$ 30,000		NONE
617	Ground Maintenance	$ 33,000		NONE
617-1	Park Landscaping	$ 20,000		NONE
620	Bike Path Maintenance	$ 1,000		NONE
652	Operating Supplies	$ 10,000		NONE
653	Small Tools	$ 500		NONE
654	Janitorial Supplies	$ 4,000		NONE
655	Fuel	$ 8,000		NONE
	Total Supplies	$ 108,500		NONE
(Other Expenditures)				
810	Land Acquisition/Grant Fees	$ -		NONE
913	Summar Park Program	$ 5,000		NONE
929	Miscellaneous Expense	$ 5,000		NONE
	Total Other Expenditures	$ 10,000		NONE
TOTAL PARKS & RECREATION		$ 499,900	$ 468,106	$ 31,794

General Fund (01)

LIBRARY (53)

	Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Personal Services)				
421	Salaries-Regular	$ 222,000		$ 68,317
423	Salaries-Overtime	$ 1,350		NONE
451	Health/Dental/Vision Insurance	$ 34,000		NONE
461	(Social Security Tax) FICA Contribution	$ 17,500		$ 3,080
462	IMRF Contribution	$ 22,000		$ 5,000
471	Uniform Allowance	$ 100		NONE
	Total Personal	$ 296,950		$ 76,397
(Contractual Services)				
511	Building Maintenance Service	$ 5,000		NONE
512	Equipment Maintenance Service	$ 2,500		NONE
537	Data Processing Service	$ 11,000		NONE
540	Online Sources	$ 10,500		NONE
540-1	Digital Library Service	$ 3,000		NONE
549	Other Professional Service	$ 4,000		NONE
551	Postage	$ 500		NONE
552	Telephone	$ 2,500		NONE
560	Professional Development	$ 2,000		NONE
571	Utilities	$ 16,000		NONE
578	Trash Service (Dumpster)	$ 1,700		NONE
	Total Contractual	$ 58,700		NONE
(Supplies)				
611	Building Maintenance	$ 500		NONE
612	Equipment Maintenance	$ 1,000		NONE
617	Ground Maintenance	$ 500		NONE
651	Office Supplies	$ 3,500		NONE
651-1	Computer/Equipment	$ 10,000		NONE
651-3	Furniture Supplies	$ 1,000		NONE
654	Janitorial Supplies	$ 1,000		NONE
659	Library Supplies	$ 1,000		NONE
671	Books	$ 35,000		NONE
672	Periodicals	$ 10,500		NONE
681	Audio Visual Materials	$ 8,000		NONE
	Total Supplies	$ 72,000		NONE
(Other Expenditures)				
909	Purchases from Donations	$ 3,000		NONE
910	DPL/Other Reimbursement	$ 200		NONE
912	Library Accessories	$ 1,000		NONE
913	Promotional Programming	$ 15,500		NONE
929	Miscellaneous Expense	$ 500		NONE
	Total Other Expenditures	$ 20,200		NONE
	TOTAL LIBRARY	$ 447,850	$ 371,453	$ 76,397

General Fund (01)

	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
TOTAL GENERAL FUND	$ 8,945,745	$ 8,508,376	$ 437,369

		Amount to be raised by Tax Levy
REF:	General Corporate Tax (65 ILCS 5/8-3-1)	$ 217,223
REF:	Police Protection Tax (65 ILCS 5/11-1-3)	$ 93,086
REF:	Liability Insurance Tax (745 ILCS 10/9-107)	$ 34,000
REF:	Social Security Tax (40 ILCS 5/21-110, 5/21-110.1)	$ 10,600
REF:	Ill. Municipal Retirement Funds Tax (65 ILCS 5/7-171)	$ 15,420
REF:	Municipal Auditing Tax (65 ILCS 5/8-8-8)	$ 15,000
REF:	Unemployment Insurance Tax (745 ILCS 10/9-107)	$ 2,040
REF:	Street Lighting Tax (65 ILCS 5/11-80-5)	$ 50,000
		$ 437,369

Motor Fuel Tax Funds (15)

MFT (00)

		Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Contractual Services)				
		$ -		NONE
		$ -		NONE
	TOTAL MOTOR FUEL TAX	**$ -**	**$ -**	**$ -**

Hotel/Motel Tax Fund (16)

HOTEL/MOTEL TAX (00)

	Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Personal Services)				
421	Salaries-Regular	$ 1,200		NONE
423	Salaries-Overtime	$ 3,000		NONE
461	(Social Security Tax) FICA Contribution	$ 300		NONE
462	IMRF Contribution	$ 400		NONE
	Total Personal	$ 4,900		NONE
Capital				
890	Disc Golf Updates	$ 5,000		NONE
893-1	D #1 & 2 Misc Updates/Charges	$ 10,000		NONE
	Total Capital	$ 15,000		NONE
(Other Expenditures)				
911	Other Events	$ 15,000		NONE
911-1	Farm Progress	$ -		NONE
911-3	DACVB	$ 75,000		NONE
911-4	ASA Torunament	$ 5,000		NONE
911-5	Disc Golf Tournament	$ 7,500		NONE
	Total Other Expenditures	$ 102,500		NONE
	TOTAL HOTEL/MOTEL TAX FUND	$ 122,400	$ 122,400	NONE

Tax Increment Finance Funds (18)

TIF (00)

	Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Contractual Services)				
531	Accounting Audit	$ 1,550		NONE
549	Other Professional Services	$ 18,800		NONE
	Total Contractual	$ 20,350		NONE
(Other Expenditures)				
928	Redevelpment Agreement Payments	$ 58,000		NONE
999-7	School Agreement	$ 49,800		NONE
	Total Other Expenditures	$ 107,800		NONE
	TOTAL TIF FUND	$ 128,150		NONE

Capital Project Fund (30)

CAPITAL PROJECT (00)

	Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Capital)				
810-6	Well 7 & Raw Water Main Expenses	$ 890,600		NONE
810-7	300-500 gpm Pump (contingency plan)	$ 25,000		NONE
810-8	Water Towers, Ground Storage Tank, Aerator, Claricone Claifiers & Filter Maintenance	$ 94,000		NONE
810-9	Akers Drive Water Main Replacement	$ 95,000		NONE
831	Mower Replacement	$ 30,000		NONE
835	M/F Grand School Bike Path (eng)	$ 201,605		NONE
851	Repair Library/Community Room Exterior	$ 110,000		NONE
860	Resurface Parking Lots A,B,C&D	$ 75,000		NONE
861	Golf Cart	$ 20,000		NONE
862	Truck Purchase	$ 30,000		NONE
862-3	Backhow Claw Attachment	$ 6,000		NONE
862-5	Dump Truck	$ 40,000		NONE
862-6	Tractor	$ 25,000		NONE
862-7	Trailer	$ 5,000		NONE
864-3	Avalon Blvd Construction	$ 295,000		NONE
864-4	Woodland Hills	$ 79,200		NONE
864-5	Scholl Pointe Pavement Maintenance	$ 136,700		NONE
864-6	Cox Street Extension	$ 100,000		NONE
864-7	Grayhawk Sub-D Rehabilitation	$ 500,000		NONE
874	Greenbrier SubD Rehabilitation (design eng)	$ 832,000		NONE
874-1	Colonial,Akers,Home (design eng & bidding services)	$ 402,000		NONE
882	Annual Pavement Maintenance Program (design eng)	$ 182,000		NONE
892-1	Circle Trail Bridge (main park)	$ 75,000		NONE
895-3	Trail Lighting Hundley/Shadow Ridge	$ 35,000		NONE
895-7	Veteran's Pond Repair	$ 47,500		NONE
895-8	N Hundley to end of W Forsyth Pkwy Trail Lights	$ 35,000		NONE
	Total Capital	$ 4,366,605		NONE
	TOTAL CAPITAL PROJECT FUND	$ 4,366,605	$ 4,366,605	NONE

Economic Devl. Fund (31)

ECONOMIC DEVL. FUND (00)

	Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Contractual Services)				
		$ -		NONE
		$ -		NONE
	TOTAL ECONOMIC DEVL. FUND	$ -	$ -	NONE

American Rescue Plan Act (32)

ARPA (32)

	Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Capital Serivces)				
		$ -		NONE
		$ -		NONE
	TOTAL AMERICAN RESCUE PLAN ACT	$ -	$ -	NONE

Forsyth Family Sports & Nature Park (38)

FFSNP (38)

	Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Capital)				
863-1	OSLAD (design eng & bidding services)	$ 40,000		NONE
863-1	OSLAD (construction & observation)	$ 1,588,000		NONE
	Total Capital	$ 1,628,000	$ 1,628,000	
	TOTAL FORSYTH FAMILY SPORTS & NATURE PARK	$ 1,628,000	$ 1,628,000	NONE

Water Fund (51)

WATER (00)

	Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Personal Services)				
421	Salaries Regular	$ 99,800		NONE
423	Salaries Overtime	$ 5,000		NONE
451	Health/Dental/Vision Insurance	$ 20,200		NONE
461	(Social Security Tax) FICA Contribution	$ 8,000		NONE
462	IMRF Contribution	$ 10,300		NONE
471	Uniforms	$ 300		NONE
	Total Personal	$ 143,600		NONE
(Contractual Services)				
511	Building Maintenance Service	$ 50,000		NONE
512	Equipment Maintenance Service	$ 82,000		NONE
512-1	Storage Tank Maintenance Service	$ -		NONE
513	Vehicle Maintenance Service	$ 500		NONE
532	Engineering Services	$ 5,000		NONE
534	Medical Services	$ -		NONE
547	Plumbing Inspections	$ 1,500		NONE
549	Other Professional Services	$ 55,000		NONE
549-1	Outsource Utility Billing	$ 6,500		NONE
549-2	Online Payment Fees	$ 2,800		NONE
551	Postage	$ 100		NONE
552	Telephone	$ 3,000		NONE
560	Professional Development	$ 3,000		NONE
571	Utilities	$ 46,000		NONE
	Total Contractual	$ 255,400		NONE
(Supplies)				
611	Maintenance of Building	$ 2,500		NONE
612	Maintenance of Equipment	$ 7,500		NONE
813	Maintenance of Vehicle	$ 100		NONE
617	Maintenance of Grounds	$ 1,000		NONE
617-1	Landscaping Trees Supplies	$ -		NONE
651	Office Supplies	$ 100		NONE
651-1	Computer/Equipment Supplies	$ 1,000		NONE
652	Operating Supplies	$ 15,000		NONE
653	Small Tools	$ 100		NONE
654	Janitorial Supplies	$ 100		NONE
655	Fuel	$ 500		NONE
656	Chemicals	$ 210,000		NONE
	Total Supplies	$ 237,900		NONE
(Other Expenditures/Debt Services)				
929	Miscellaneous Expense	$ 100		NONE
997	Water Plant IEPA Loan Payment	$ 1,370,000		NONE
999-3	Inter-fund Transfer (out)	$ -		NONE
	Total Other/Debt Services	$ 1,370,100		NONE
	TOTAL WATER	$ 2,007,000	$ 2,007,000	NONE

SewerFund (52)

SEWER (00)

	Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
(Personal Services)				
421	Salaries Regular	$ 19,700		NONE
423	Salaries Overtime	$ 820		NONE
451	Health/Dental/Vision Insurance	$ 15,200		NONE
461	(Social Security Tax) FICA Contribution	$ 1,600		NONE
462	IMRF Contribution	$ 2,100		NONE
471	Uniforms	$ 250		NONE
	Total Personal	$ 39,670		NONE
(Contractual Services)				
512	Equipment Maintenance Service	$ 25,000		NONE
513	Vehicle Maintenance Service	$ 400		NONE
517	Ground Maintenance Service	$ 4,000		NONE
517-1	Landscaping Tree Service	$ 2,000		NONE
532	Engineering Services	$ 100		NONE
549	Other Professional Services	$ 1,500		NONE
549-1	Outsource Utility Billing	$ 6,500		NONE
549-2	Online Payment Fees	$ 2,800		NONE
552	Telephone	$ 4,000		NONE
571	Utilities	$ 7,000		NONE
578	Sewer Discharge Fees	$ 240,000		NONE
	Total Contractual	$ 293,300		NONE
(Supplies)				
612	Equipment Maintenance	$ 5,000		NONE
613	Vehicle Maintenance	$ 100		NONE
652	Operating Supplies	$ 1,000		NONE
653	Small Tools	$ 150		NONE
655	Fuel	$ 1,500		NONE
	Total Supplies	$ 7,750		NONE
(Other Expenditures/Debt Services)				
929	Miscellaneous	$ 1,000		NONE
999-3	Inter Fund Transfer (out)	$ -		NONE
	Total Expenditures/Debt	$ 1,000		NONE
	TOTAL SEWER	$ 341,720	$ 341,720	NONE

TAX LEVY SUMMARY

General Corporate Tax (65 ILCS 5/8-3-1)	$ 217,223
Police Protection Tax (65 ILCS 5/11-1-3)	$ 93,086
Liability Insurance Tax (745 ILCS 10/9-107)	$ 34,000
Social Security Tax (40 ILCS 5/21-110, 5/21-110.1)	$ 10,600
Ill. Municipal Retirement Funds Tax (65 ILCS 5/7-171)	$ 15,420
Municipal Auditing Tax (65 ILCS 5/8-8-8)	$ 15,000
Unemployment Insurance Tax (745 ILCS 10/9-107)	$ 2,040
Street Lighting Tax (65 ILCS 5/11-80-5)	$ 50,000
	$ 437,369

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

TRUTH IN TAXATION

CERTIFICATE OF COMPLIANCE

I, the undersigned, hereby certify that I am the presiding officer of the Village of Forsyth, IL, and as such presiding officer I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of Section 18-60 through 18-85 of the Truth in Taxation Act are not applicable.

Notice and hearing requirements of Section 18-60 through 18-85 of the Truth in Taxation Act are not applicable.

The taxing district's aggregate levy did not exceed 5% increase over the prior year's extension. Therefore, a notice and a hearing were not necessary.

This certificate applies to the 2022 Levy.

Date: , 2022

Presiding officer: ______________________________
Jim Peck, Mayor

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

CERTIFICATION OF TAX LEVY ORDINANCE

VILLAGE OF FORSYTH

The undersigned, duly appointed, qualified and acting Clerk of the Village of Forsyth, Macon County, Illinois, does hereby certify that the attached hereto is a true and correct copy of the Tax Levy Ordinance of said Village for the fiscal year beginning January 1, 2022 and ending December 31, 2022 as passed on , 2022.

This certification is made and filed pursuant to the requirements of 65 ILCS 5/8-3-1 and on behalf of the Village of Forsyth, Macon County, Illinois. This certification must be filed by the last Tuesday in December.

Date: , 2022

____
Municipal Clerk, Cheryl Marty

(Seal)

NEW BUSINESS

ITEM 3

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: October 4, 2022
Subject: Compensation of Elected Officials

As you may know, pursuant to the Local Government Officer Compensation Act (50 ILCS 145/1 et seq.) and Section 5/3.1-50-10 of the Illinois Municipal Code (65 ILCS 5/3.1-50-10), the compensation of the elected officers of the Village must be fixed at least 180 days before the beginning of the terms of those officers. Pursuant to Section 30.02 of the Forsyth, Illinois, Code of Ordinances, the Mayor and Trustees shall commence their respective terms at the first regular meeting of the Board of Trustees held in the month of May following the regular municipal election at which the officers were elected. Typically, this would mean the first regular meeting of the Board of Trustees held in the month of May, which in this case would be May 2, 2023.

Currently, the compensations of the elected officers of the Village is as follows:
Mayor $4,500 per year
Trustees: $2,500 per year

I am asking whether or not you wish to make any changes to the compensation of the elected officers of the Village, and if so, what those changes are: I am not making a recommendation as to whether or not changes should be made. That said, I would recommend that in the event you wish to change the compensation of the elected officers of the Village, such amounts be divisible by twelve (12) in order to make it easier to determine appropriate pay amounts in the event of an elected official leaving office in the middle of his or her term. If you wish to change the compensation of the elected officers of the Village, an ordinance making such changes will be prepared and presented at the next Board meeting for your consideration. Any changes made to the compensation of the elected officers of the Village shall initially only apply to those elected in 2023, followed by those elected in 2024.

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

Ordinance #	Date Passed:	Mayor Compensation:	Trustees Compensation:
6	3/19/1958	$1.00 per year	$1.00 per year
35	3/20/1961	$15.00 per regular meeting	$7.50 per regular meeting
108	3/17/1969	$25.00 per meeting attended	$15.00 per meeting attended
176	3/7/1977	$25.00 per meeting attended	$15.00 per meeting attended
631	10/4/2004	$50.00 per meeting attended	$40.00 per regular brd mtg & $25.00 other mtgs attended
761	10/21/2008	$4,500.00 flat fee per annum	$2,500 flat fee per annum

Fiscal Year:	Summary Total:	Total Compensated to Mayor:	Total Compensated to Trustees:
2005/2006	$ 15,560.00	$ 6,450.00	$ 9,110.00
2006/2007	$ 15,860.00	$ 6,700.00	$ 9,160.00
2007/2008	$ 16,370.00	$ 6,200.00	$ 10,170.00
2008/2009	$ 14,465.00	$ 5,450.00	$ 9,015.00
2009/2010	$ 20,050.00	$ 4,500.00	$ 15,550.00
2010/2011	$ 17,844.88	$ 4,500.00	$ 13,344.88
2011/2012	$ 19,500.00	$ 4,500.00	$ 15,000.00
2012/2013	$ 19,500.00	$ 4,500.00	$ 15,000.00
2013/2014	$ 19,500.00	$ 4,500.00	$ 15,000.00
2014/2015	$ 19,500.00	$ 4,500.00	$ 15,000.00
2015 (8months)	$ 13,000.00	$ 3,000.00	$ 10,000.00
2016	$ 19,500.00	$ 4,500.00	$ 15,000.00
2017	$ 19,396.00	$ 4,500.00	$ 14,896.00
2018	$ 19,500.00	$ 4,500.00	$ 15,000.00
2019	$ 19,500.00	$ 4,500.00	$ 15,000.00
2020	$ 19,500.00	$ 4,500.00	$ 15,000.00
2021	$ 19,500.00	$ 4,500.00	$ 15,000.00

NEW BUSINESS

ITEM 4

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: October 4, 2022
Subject: Aggrigation

On Monday, October 3, I will listen to a Zoom Call where they provide us with bids for the energy for our residents. This will be up to the resident if they accept to use the price that Good Energy provides or if they stick with Ameren.

I will know more on Monday, but we have a resolution stating that the Mayor can accept the bid, since it has to be a quick turnaround. We will formally accept the rate at the NEXT board meeting.

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