

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, ILLINOIS
6:30 P.M.
TUESDAY, JUNE 7, 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 MAY 17, 2022
2. APPROVAL OF WARRANTS

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

ADMINISTRATION REPORTS

1. LAW ENFORCEMENT REPORT
2. VILLAGE STAFF REPORTS

OLD BUSINESS

1. DISCUSSION AND POTENTIAL ACTION REGARDING WATER RATE REVIEW (VILLAGE TREASURER RHONDA STEWART)
2. DISCUSSION AND POTENTIAL ACTION REGARDING GOLF CART REGULATIONS (VILLAGE ATTORNEY GREG MOREDOCK)
3. ORDINANCE NUMBER 2022-11 AN ORDINANCE AMENDING THE VILLAGE CODE TO PROHIBIT CERTAIN VEHICLES FROM BEING OPERATED ON VILLAGE SIDEWALKS (VILLAGE ATTORNEY GREG MOREDOCK)
4. DISCUSSION AND POTENTIAL ACTION REGARDING CORE APPLICATION (VILLAGE ATTORNEY GREG MOREDOCK)
5. ORDINANCE NUMBER 2022-12 AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT (VILLAGE ATTORNEY GREG MOREDOCK)
6. DISCUSSION AND POTENTIAL ACTION REGARDING GREENBRIER SUBDIVISION UPDATE (VILLAGE ENGINEER KEVIN MYERS)
7. DISCUSSION AND POTENTIAL ACTION REGARDING FORSYTH FEST UPDATE (ADMINISTRATOR JILL APPLEBEE)

NEW BUSINESS

1. DISCUSSION AND POTENTIAL ACTION REGARDING REQUEST FOR ZONING MAP AMENDMENT ASKING THE VILLAGE TO REZONE FROM R-1 SINGLE FAMILY TO R-3 MULTI-FAMILY (VILLAGE ADMINISTRATOR JILL APPLEBEE)
2. ORDINANCE NUMBER 2022-13 APPROVING AN AMENDMENT TO THE VILLAGE'S ZONING MAP TO CHANGE THE ZONING AT 361 HICKORY POINT ROAD FROM R-1 SINGLE FAMILY RESIDENTIAL TO R-3 MULTI-FAMILY RESIDENTIAL (VILLAGE ATTORNEY GREG MOREDOCK)
3. ORDINANCE NUMBER 2022-14 INCREASING THE NUMBER OF OUTSTANDING CLASS C LIQUOR LICENSES FROM TWO TO THREE (VILLAGE ATTORNEY GREG MOREDOCK)

4. RESOLUTION NUMBER 9-2022 APPROVING AN AGREEMENT WITH DUNN COMPANY FOR 2022 ASPHALT PAVEMENT REHABILITATIONS (VILLAGE ATTORNEY GREG MOREDOCK)
5. DISCUSSION AND POTENTIAL ACTION REGARDING STOP SIGN ADDITION TO MOON AND SMITH STREETS (PUBLIC WORKS DIRECTOR DARIN FOWLER)
6. DISCUSSION AND POTENTIAL ACTION REGARDING PURCHASE OF EMERGENCY RADIO (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

Join Zoom Meeting

<https://us06web.zoom.us/j/81759293916>

Meeting ID: 817 5929 3916

One tap mobile

+13126266799,,81759293916# US (Chicago)

*Find the Village of Forsyth Zoom Meeting Policy on our website!

CONSENT AGENDA

ITEM 1

**MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF FORSYTH, ILLINOIS,
HELD AT 6:30 P.M. ON TUESDAY, MAY 17, 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 David Wendt, Trustee Lauren Young, Trustee Jeremy Shaw, Trustee Jeff London, Trustee Bob Gruenewald

Absent: none

Staff Present:

Village Administrator Jill Applebee, Village Treasurer Rhonda Stewart, Village Clerk Cheryl Marty, Village Attorney Greg Moredock, Village Library Director Steven Ward, Village Engineer Kevin Myers

Staff Absent: Public Works Director Darin Fowler

Others Present: Stephanie Brown (Chastain & Associates), Clark Cameron (IRWA), resident Kevin Conroy (138 Lucile Ave.)

CONSENT AGENDA

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF MAY 3, 2022
2. APPROVAL OF WARRANTS
3. APPROVAL OF TREASURER'S REPORT FOR APRIL 30, 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 – Wendt, Johnson, Young, London, Shaw, Gruenewald

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.

Kevin Conroy, owner of Affordable Dentures & Implants, addressed the complaint he received about an unoccupied motor home on his business lot. It's being used by himself to rest his back throughout the work day so it is occupied. His business was required to be open and closed several times during Covid so its usage evolved during that time. He has the necessary licenses. He asked to be notified if he was breaking any ordinance.

ADMINISTRATION REPORTS

1. Law Enforcement Report
None.

2. Village Staff Reports

Administrator Applebee said we did not receive the IDOT Safe Route To School grant. The funding ran out before we could be awarded. We could pay for the project ourselves or work with Chastain & Associates to get documents ready to reapply for the next round. The ballpark cost is approximately \$300,000. A short discussion was held. The project development report should be as comprehensive as possible so there is no duplication in the future. It takes 12-18 months to complete the study. Discussion was held and the topic will be discussed again at the next Board meeting.

Administrator Applebee said the strategic plan is currently in motion.

Administrator Applebee has recently received several calls/complaints/questions about golf carts. She quoted the rules and asked the Board if they are still comfortable with them. Stevens Creek has no sidewalks so a resident has asked how that works. Also discussed was the age 16 licensed driver requirement, carts must be motorized, and must be battery powered and not gas powered. Discussion ensued and it was agreed to discuss again at the next Board meeting once Village Attorney Moredock reviewed the regulations.

Trustee London wanted to make sure the Board was aware of three recent incidents in the Village: two girls walking to Casey's helped an older woman who had fallen and called for assistance. The second mall incident was very negative and potentially harmful and the third incident was a hate crime that occurred at Casey's where the attacker was eventually arrested.

Trustee Gruenewald had a general question on the Public Works Director's report and also

mentioned that there is a dead spot on a pickleball court that needs to be fixed.

OLD BUSINESS

None.

NEW BUSINESS

1. PRESENTATION OF ENGINEERING PRACTICES (STEPHANIE BROWN, CHASTAIN & ASSOCIATES)

Village Engineer Kevin Myers and Stephanie Brown of Chastain & Associates gave a presentation on general engineering terms and procedures.

2. APPROVAL OF AUDIT REPORT FOR FISCAL YEAR 2021 (ADMINISTRATOR APPLEBEE)

Administrator Applebee introduced the need for final approval of the fiscal year 2021 audit report.

MOTION

Trustee Wendt made a Motion to approve the audit report for fiscal year 2021 as presented and Trustee Young seconded the Motion.

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

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

Motion declared carried.

3. DISCUSSION AND POTENTIAL ACTION REGARDING CONCURRING WITH THE CITY OF DECATUR ON 2022 MICROSURFACING PROJECT AWARD (STEPHANIE BROWN, CHASTAIN & ASSOCIATES)

Stephanie Brown gave an update that the City of Decatur will be rejecting all the bids due to the fact that some townships will not be able to pay all the costs. The City is going to decide whether to postpone or to rebid the project. The Board discussed if the Village remains in or out if the City decides to move forward and rebid it, and eventually all Trustees agreed to remain in the project for a variety of reasons.

No motion was needed.

4. DISCUSSION AND APPROVAL OF AWARD FOR 2022 ASPHALT REHABILITATIONS PROJECT TO DUNN COMPANY (STEPHANIE BROWN, CHASTAIN & ASSOCIATES)

Village Engineer Kevin Myers described the asphalt patch work to be done on Marion and Home and the overlay on Marion as well. Discussion was held and it was confirmed that the patch work will be on Home and West Marion only along with patch work on Schroll Point.

MOTION

Trustee Gruenewald made a Motion to approve the 2022 asphalt rehabilitations project award to Dunn Company as presented and Trustee Shaw seconded the Motion.

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

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

Motion declared carried.

5. DISCUSSION AND APPROVAL OF CHASTAIN AGREEMENT FOR CONSTRUCTION OBSERVATION SERVICES FOR 2022 ASPHALT REHABILITATIONS PROJECT (STEPHANIE BROWN, CHASTAIN & ASSOCIATES)

Stephanie Brown confirmed this agreement is for work on Home and Marion Avenue for construction observation services. This cost is part of the \$402,000 budget line item. General discussion was held.

MOTION

Trustee Wendt made a Motion to approve the Chastain agreement for construction observation services for the 2022 asphalt rehabilitations project as presented and Trustee Gruenewald seconded the Motion.

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

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

Absent: 0 – None

Motion declared carried.

6. DISCUSSION AND POTENTIAL ACTION REGARDING WATER FOUNTAIN BID
(PUBLIC WORKS DIRECTOR DARIN FOWLER)

Administrator Applebee outlined the need for 4 (four) water fountains to be replaced in the Village. The request is for approval of the 2 (two) different types and the purchase of 2 (two) each at a cost of \$14,530. The budget is \$10,000 so the overage will need to be taken elsewhere in the budget. Village staff will do the installation.

MOTION

Trustee Shaw made a Motion to approve the purchase a quantity of 4 (four) water fountains (2 of each type) as presented and Trustee Young seconded the Motion.

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

Yeas: 6 – Wendt, Johnson, Young, Shaw, London, Gruenewald

Nays: 0 – None

Absent: 0 – None

Motion declared carried.

7. DISCUSSION AND POTENTIAL ACTION REGARDING CORE APPLICATION
(ADMINISTRATOR APPLEBEE)

Administrator Applebee gave an update on the revised application. The language was generally updated on non-material items. Village Attorney Moredock said the TIF IL lawyers said there shouldn't be any issues going forward. Attorney Moredock said most changes are non-material but there are a couple of items that TIF IL recommends we don't approve, and those items were then discussed by the Board. Discussion ensued and it was agreed that Attorney Moredock will get with their lawyers and share with them what changes we do and don't agree with. He will then bring that back to the next Board meeting for further discussion.

No action and no motion needed.

8. DISCUSSION AND POTENTIAL ACTION REGARDING WATER RATE REVIEW
(ADMINISTRATOR JILL APPLEBEE)

The discussion was postponed due to the unexpected absence of Clark Cameron of IRWA. This item will be on the next Board meeting agenda.

No action and no motion needed.

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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

MOTION

Upon return to open session Trustee Wendt made a motion to approve the closed minutes from January 18 – April 5, 2022, and Trustee Young seconded the motion.

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

Yeas: 4 – Wendt, Johnson, Young, Shaw

Nays: 0 – None

Absent: 0 – None

London refrained from voting as he had not reviewed the minutes.

Gruenewald refrained from voting as he was absent during those meetings.

Motion declared carried.

MOTION

Upon return to open session Trustee Wendt made a motion to approve the closed minutes from April 19 – May 3, 2022, and Trustee Gruenewald seconded the motion.

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

Yeas: 5 – Wendt, Johnson, Young, Shaw, Gruenewald

Nays: 0 – None

Absent: 0 – None

London refrained from voting as he had not reviewed the minutes.

Village of Forsyth
Board Meeting Minutes
May 17, 2022

Motion declared carried.

ADJOURNMENT

Trustee Wendt made the Motion to adjourn and Trustee Johnson seconded the Motion. All Board members agreed by voice vote, and the meeting was adjourned at 9:15 P.M.

By: *Cheryl Marty*
Village Clerk

CONSENT AGENDA

ITEM 2

DATE: 06/07/22

Tuesday June 07,2022

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 AMAZON.COM			224.46	
060322	01-53-671	BOOKS		34.18
060322	01-53-913	PROMOTIONAL		190.28
01 AMEREN ILLINOIS			10122.92	
060322	01-11-571	UTILITIES FR 04/03-05/03		274.05
060322	01-41-571	UTILITIES FR 04/03-05/03		406.77
060322	01-41-572	UTILITIES FR 04/03-05/03		4820.87
060322	01-41-579	UTILITIES FR 04/03-05/03		295.19
060322	01-52-571	UTILITIES FR 04/03-05/03		1288.82
060322	01-53-571	UTILITIES FR 04/03-05/03		700.20
060322	51-00-571	UTILITIES FR 04/03-05/03		1743.55
060322	52-00-571	UTILITIES FR 04/03-05/03		593.47
01 JEFFERY ANDERSON 5484	01-52-617	GROUND MAINT	518.40	518.40
01 ATLAS LOCK, INC. 42348	01-41-652	OP SUPPLY-KEYS FOR SEASONAL WORKERS	6.00	6.00
01 BEACON ATHLETICS, LLC 0544664-IN	01-52-652	OP SUPPLIES	224.00	224.00
01 BRIAN HICKEY 060322	01-10-914	FFF SECURITY	320.00	320.00
01 BLACKSTONE AUDIO, INC 2045070 2045532	01-53-681 01-53-681	AUDIO VISUAL AUDIO VISUAL	92.85	47.95 44.90
01 BLUEROCK EVENT SOLUTIONS LLC 060322	01-10-914	FFF TENTS/TABLES/CHAIRS	4382.50	4382.50
01 JAMES K BRINKLEY 060322	01-10-914	FFF AMUSEMENT RIDES	13200.00	13200.00
01 BROWN'S TRUCK ACCESSORIES INC 060322 060322-1	01-41-652 01-41-652	OP SUPPLY OP SUPPLY	304.85	279.90 24.95
01 JAMES BRUMMITT 060322-01 060322-02	01-11-547 01-11-547	PLAY IT AGAIN ELECTRICAL INSPECTION SEPHORA/KOHL'S ELECTRICAL INSPECTIO	315.00	45.00 270.00
01 CHRISTOPHER ADAMS 060322	01-10-914	FFF SECURITY	320.00	320.00
01 CHASTAIN & ASSOCIATES, LLC 060322 060322 060322 060322 060322 060322 060322 060322 060322 060322 060322 060322	30-00-810-2 30-00-874-1 01-11-532 01-11-532 30-00-864-3 30-00-882 01-41-518 30-00-895-7 51-00-532 01-41-532	APR '22 WELL #7 ENGINEER SERVICE APR '22 MARION/AKER ENG SERVICE APR '22 SPORTS PARK ENG SERVICE APR '22 ADMIN ENG SERVICE APR '22 AVALON BLVD ENG SERVICE APR '22 SHADOW RIDGE ENG SERVICE APR '22 2021 SIDEWALK ENG SERVICE APR '22 PARK POND ENG SERVICE APR '22 2022 WATER DEPT ENG SERVICE APR '22 2022 STORM WTR ENG SERVICE	33169.44	733.67 12203.60 5876.34 4811.82 2685.71 3066.04 1078.70 330.40 1467.82 915.34

DATE: 06/07/22

Tuesday June 07,2022

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 CHERYL HIGGS 060322	01-53-913	SUMMER READING PROGRAM	100.00	100.00
01 CLOSS ELECTRIC COMPANY, INC 23173	01-41-511	BLDG MAINT SERVICE	888.04	888.04
01 CONSTELLATION NEWENERGY 3470488	01-11-571	GAS UTILITIES	1778.34	147.86
3470488	01-41-571	GAS UTILITIES		427.86
3470488	01-53-571	GAS UTILITIES		384.72
3470488	51-00-571	GAS UTILITIES		817.90
01 CONTINENTAL RESEARCH CORPORATI 0035676	01-41-614	STREET BLVD MAINT	320.84	320.84
01 DECATUR BLUE PRINT 15172	01-11-511	VH REMODEL PICTURES	1785.90	1785.90
01 DISPLAY SALES INV-032632	01-41-572	STREET MAINT LIGHT POLES	1519.00	1519.00
01 ELECTRICAL SERVICE CO 008023961	52-00-512	EQUIP SERVICE	117.55	117.55
01 FARNSWORTH GROUP 233225	51-00-549	SCADA MAINT FEES	445.00	445.00
01 CENGAGE LEARNING INC/GALE 77736666	01-53-671	BOOKS	244.19	69.75
77778873	01-53-671	BOOKS		22.49
77819133	01-53-671	BOOKS		151.95
01 TONY GARRETT 060322	01-10-914	FFF 5K CHIP TIMING	600.00	600.00
01 HACH COMPANY 13044054	51-00-549	CONTRACTED MAINT	3237.00	3237.00
01 HOBBY LOBBY STORES, INC. 060322	01-53-913	SUMMER PROGRAM	25.84	25.84
01 HOWELL CONCRETE LIFTERS 060322	01-52-520	TRAIL MAINT FAIRWAY AREA	8985.00	2995.00
060322-1	01-52-520	TRAIL MAINT MONTEZUMA HILLS		2995.00
060322-2	01-52-520	TRAIL MAINT SERVICE		2995.00
01 JANVRIN PLUMBING INC 4860	01-11-929	INSTALL WATER COOLER	984.00	600.00
4861	01-11-511	VH BLDG MAINT TOLIET REPAIR		222.00
4875	01-52-511	BLDG MAINT REPAIR		162.00
01 JENNER AG INC. G00548	01-52-612	EQUIP SUPPLY TIRES FOR	2500.00	2500.00
01 J GREEN ELECTRIC LLC 2318	30-00-895-4	LIGHTING PROJECT	38150.00	38150.00
01 JEFFREY W HANLIN 060322	01-10-914	FFF CARRIAGE RIDES	500.00	500.00
01 KEEPING IT GREEN LAWN IRRIGATI 23760	30-00-874	GREENBRIER CURB REPAIR	1013.50	100.00
24060	01-41-514	JAMES CT CURB REPAIR/BORE SIDEWALK		468.50

DATE: 06/07/22

Tuesday June 07,2022

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
24078	30-00-874	GREENBRIER CURB REPAIR		235.00
24431	30-00-874	GREENBRIER PIPE RE-ROUTE & FIX HEAD		210.00
01 KINGDOM CONCRETE			5515.00	
3030	01-41-517	GROUND MAINT-FORSYTH PKWY		2640.00
3031	01-41-517	GROUND MAINT CURB AT WILL DRIVE		625.00
3032	01-52-517	GROUND MAINT SIDEWALKS & PRESSBOX		2250.00
01 KAREN REVELLE			4.46	
060322	51-00-929	WATER/SEWER BILL REFUND		4.46
01 LAKESHORE EQUIPMENT COMPANY			99.95	
673136051122	01-53-909	PURCHASE FR DONATIONS-CUSHIONS		99.95
01 LOWE'S COMPANIES, INC.			415.59	
060322	01-41-652	OP SUPPLIES		30.93
060322	01-41-653	SMALL TOOLS		28.49
060322	01-41-611	BLDG MAINT SUPPLIES		63.64
060322	01-52-655	FUEL		72.08
060322	01-52-652	OP SUPPLIES		73.99
060322	01-53-913	SUMMER PROGRAM		146.46
01 MACON COUNTY COLLECTOR			364.34	
060322	01-11-549	LOT 1/2 SHADOW RIDGE PROP TAX		364.34
01 MACON COUNTY RECORDER			53.00	
126286	01-11-553	LIEN RELEASE 5367 YAVAPAI DR		53.00
01 MACON COUNTY TREASURER			516.34	
22-36	01-52-617	GROUND MAINT TENNIS COURTS SIGNS		118.30
22-37	01-11-535	REPLACE 2 TIRES ON 2016 CHEVY IMPAL		315.86
22-38	01-52-617	GROUND MAINT TENNIS COURTS		82.18
01 MENARDS			250.04	
060322	01-52-617	GROUND MAINT SUPPLIES		29.99
060322	01-53-654	JANITORIAL SUPPLIES		25.17
060322	01-52-652	OP SUPPLY		95.94
060322	01-52-611	BLDG MAINT SUPPLY		7.76
060322	01-11-611	BLDG MAINT SUPPLY		11.96
060322	01-41-652	OP SUPPLIES		45.91
060322	51-00-652	OP SUPPLIES		15.35
060322	01-53-913	SUMMER PROGRAM		17.96
01 MATTHEW HELFER			320.00	
060322	01-10-914	FFF SECURITY		320.00
01 MIDSTATE OVERHEAD DOORS INC			60.00	
145188	01-41-611	BLDG MAINT-REMOTE		60.00
01 MISSISSIPPI LIME COMPANY			3163.56	
1610392	51-00-656	CHEMICALS		3163.56
01 COMPASS MINERALS AMERICA			4546.15	
998456	01-41-616	SNOW REMOVAL SUPPLY		4546.15
01 PERMA-BOUND			194.00	
1923876-01	01-53-671	BOOKS		194.00
01 PETTY CASH			2500.00	
060322	01-10-914	FFF PETTY CASH FOR BEER TENT		2500.00
01 PYROTECNICO FIREWORKS, INC			5250.00	

DATE: 06/07/22

Tuesday June 07,2022

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
060322	01-10-914	FFF FIREWORKS		5250.00
01 REVEAL 1672343033	01-53-672	PERIODICALS SUBSCRIPTION	20.00	20.00
01 ILLINOIS MUNICIPAL LEAGUE 060322	01-10-914	FFF FIREWORKS LIABILITY INS	100.00	100.00
01 SAM'S CLUB/GECF 060322	01-53-913	SUMMER PROGRAM	295.98	66.94
060322	01-41-654	JANITORIAL SUPPLIES		229.04
01 AT & T 060322	52-00-552	782 STEVENS CRK BLVD ALARM	359.48	88.85
060322	52-00-552	101 HUNDLEY RD ALARM		88.85
060322	52-00-552	440 HUNDLEY RD ALARM		88.85
060322	52-00-552	815 W FORSYTH PKWY ALARM		92.93
01 STEVE COPPENBARGER 060322	51-00-929	WATER/SEWER BILL REFUND	14.52	14.52
01 SCOVILL CHILDREN'S ZOO 060322	01-10-914	FFF MOBILE ZOO	320.00	320.00
01 SORLING, NORTHRUP, HANNA, CULL 207265	01-11-533	APR '22 WESTERMAN LEGAL FEES	300.00	300.00
01 NICHOLS PAPER & SUPPLY CO 7284181-00	01-52-654	JANITORIAL SUPPLIES	1852.32	1784.46
7284181-01	01-52-654	JANITORIAL SUPPLY		67.86
01 STAPLES CREDIT PLAN 060322	01-53-651	OFFICE SUPPLIES	79.70	68.72
060322	01-11-651	OFFICE SUPPLIES		10.98
01 STOLLEY TERMITE & PEST CONTROL 060322	01-52-511	BLDG MANT SERVICE-SPRAY FOR BEES	100.00	100.00
01 THIRD MILLENNIUM ASSOCIATES, I 27781	51-00-549-1	W/S BILLING SERVICES JUNE '22	408.14	204.07
27781	52-00-549-1	W/S BILLING SERVICES JUNE '22		204.07
01 DECATUR TRIBUNE 060322	01-11-553	2021 ANNUAL TREASURERS REPORT PUB	276.10	276.10
01 UNIFIRST CORPORATION H325469	01-11-512	FIRST AID KIT SERVICED VH/MAINT/PW	142.40	47.46
H325469	01-41-512	FIRST AID KIT SERVICED VH/MAINT/PW		94.94
01 US POSTAL SERVICE (CAPS) 060322	51-00-549-1	W/S UTILITY BILLING POSTAGE	607.08	303.54
060322	52-00-549-1	W/S UTILITY BILLING POSTAGE		303.54
01 VIEWEG REAL ESTATE 060322	51-00-929	WATER/SEWER BILL REFUND	7.25	7.25
01 VILL OF FORSYTH 060322	01-11-571	WATER UTILITIES	150.00	150.00
01 WAL-MART 060322	01-53-651	OFFICE SUPPLIES	73.32	37.50
060322	01-53-913	SUMMER PROGRAM		35.82
01 WATER SOLUTIONS UNLIMITED, INC 103558	51-00-656	CHEMICALS	581.50	581.50

SYS DATE:06/02/22

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 960
Tuesday June 07,2022

SYS TIME:10:29
[NW1]

DATE: 06/07/22

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
01 WATTS COPY SYSTEM 31714887	01-53-512	LIBR COPIER LEASE USAGE	165.02	165.02
** TOTAL CHECKS TO BE ISSUED			155499.86	

SYS DATE:06/02/22

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 960
Tuesday June 07,2022

SYS TIME:10:29
[NW1]

DATE: 06/07/22

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
GENERAL FUND			84201.81	
CAPITAL PROJECT FUND			57714.42	
WATER OPERATIONS			12005.52	
SEWER OPERATIONS			1578.11	
*** GRAND TOTAL ***			155499.86	
TOTAL FOR REGULAR CHECKS:			155,499.86	

DATE: 06/07/22

Tuesday June 07,2022

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A/P MANUAL CHECK POSTING LIST						
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)						
PAYABLE TO REG# INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DISTR		
01 NEXT OF KILN 173 060322	06/02/22 01-53-913	57543 SUMMER READING PROGRAM	250.00	250.00		
01 TRI-STATE NATURAL FOOD PRODUCT 173 060322	06/02/22 01-53-913	57542 SUMMER READING PROGRAM	350.00	350.00		
** TOTAL MANUAL CHECKS REGISTERED			600.00			

REPORT SUMMARY			
CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	155499.86	600.00	156099.86
TOTAL CASH	155499.86	600.00	156099.86

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	84201.81	600.00	84801.81
30	57714.42	.00	57714.42
51	12005.52	.00	12005.52
52	1578.11	.00	1578.11
TOTAL DISTR	155499.86	600.00	156099.86

ADMINISTRATION REPORTS

ENGINEER'S REPORT

Forsyth; June 7, 2022 Board Meeting

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

Project 6928 – Bike Path to Grade School

We are wrapping up the draft Project Development Report (PDR). It will be submitted to IDOT for review once ready. We are also working on an updated schedule for this project.

Project 7542 – 2020 Street Maintenance

The contractor has completed the seeding around the sidewalk work. A final pay estimate has been prepared for Kinney's review and signature; it will be presented to the Board once final paperwork has been received.

The City of Decatur is working on rebidding the microsurfacing/cape sealing contract. They are looking to rebid the project in late June. Due to the changes in project size, the engineer's estimate of probable costs for the Village's portion of the project has gone up to \$90,170.

The contractor has provided all of the contract paperwork. We are working on scheduling a pre-construction conference and coordinating the start date with the contractor for the patching work in this subdivision.

Project 7778 – The Greenbrier Rehabilitation

The gas service depths have been obtained by the contractor and passed on to Ameren. Ameren is proceeding with plans to adjust the depth of two services. No schedule for completion of Ameren's work has been made available yet. We will be meeting with the contractor shortly to discuss any issues remaining and how to proceed.

Project 7982 – Forsyth Park LWCF Grant Compliance

Design of the LWCF grant compliance phase continues. IDNR has not announced the OSLAD grant recipients yet.

Project 8000 – Well No. 7 Design

The plans are currently under review by IEPA.

Project 8241 – 2022 Asphalt Rehabilitations

We are working on scheduling a pre-construction conference and coordinating the start date with the contractor for the patching work in this subdivision.

Project 8301 – Avalon Blvd Reconstruction

Work on the plans continues. We will be looking to establish a schedule for receiving bids shortly.

Project 8302 – Shadow Ridge Pavement Maintenance

We will be meeting with Public Works Director Fowler in the next few weeks to determine the work to be included in the bid package.

Grayhawk Pavement Repairs

We will also be meeting with Public Works Director Fowler to discuss options for repairs to the pavement in the Grayhawk subdivision in the next few weeks.



Library Director's Report

June 7, 2022

- Registration for the library's 2022 Summer Reading Program *Venture into a Good Book* began on Tuesday, May 31. We have a robust program planned for all ages this year, with a lot of great events, performers, take n' make and drop-in crafts, activities, and prizes aimed at encouraging reading all summer long. A big thank you to our sponsors, including Forsyth and area businesses, who have generously donated 1,000+ prizes.
- With help from the Decatur Garden Club, including 11 members, the Larry Reed Youth Memorial Garden was planted on Tuesday, May 31 at the Forsyth Public Library. A total of 22 kids took part in plating flowers, including 2 teen volunteers. It was a great event, and we were thankful that Carol Reed was able to attend as well. A big thank you to the Decatur Garden Club for making this event possible, and to Public Works for preparing the grounds for us! During this event, we also released 5 butterflies that hatched in the library, and the kids really enjoyed this process from beginning to end.
- We have hired a summer help/temporary position at the library to fill the recent opening of Library Assistant I. This hire will give us some much needed additional coverage and help during what is going to be a really busy summer, and we will look to hire a permanent replacement for this position in August. Their first day at the library will be on Tuesday, June 7.
- After several rounds of interviews, we have also hired a Library Assistant II - Youth Services position. We are excited about being able to fill this position, and it couldn't come at a better time with the library's Summer Reading Program already underway. Their first day at the library will be on Thursday, June 9.
- At the May 11 Library Commission meeting, commission members decided to keep their meeting time the same, the second Wednesday of every month at 1:00 p.m. Commission members also voted for officers, and Mary Jo Rowley will remain Commission Chair, and Becky Wayne, Secretary.
- The library's annual book sale was held May 12-14, and a total of \$368.25 in donations was received. After the book sale concluded, we left some items out for local charitable groups and teachers to pick through, and we will also look to make small donations of remaining materials to area retirement communities.
- Other ongoing projects of note at the library continue to include: Evaluating local history materials to be considered for digitization, preservation, and increased access; Emergency planning; Creation of lesson plans for library instruction; Evaluation of job titles and job descriptions; Collection development processes; and audits of library operations to improve service, programming, data and assessment, and future budget considerations.

Steven Ward
June 1, 2022

Public Works Report 6-1-22

Parks:

Added mulch to James Ct, Avalon... adding new playground mulch to the Library pocket park.

Started planting flowers around the parks, Library.

Library Youth Garden has been planted. Decatur Garden Club did a wonderful job (again).

On our Park to do list is:

Pickle ball / tennis courts will need surface touch ups. All-Weather will take care of around June 15.

Will need to finish mulch at Montezuma pocket park, start at Oakland pocket park.

Disc Golf #10 upgrade.

Village:

We maintained the Village Hall, the Library, and other property / easements throughout the Village. Including the old O'Charley's property.

We worked on permit locates, ordinances, and inspections. New business reviews / inspections.

We worked any concerns residents had.

Old Glory is flying along Route 51, Parade route.

Swept debris / trash off of streets. Route 51 median area has been completed.

Filled pot holes, still some more out there.

Sidewalk / trail tripping hazards have been repaired at Montezuma Hills.

On our Village to do list is:

Library cooling vents need installed upstairs.

Water Treatment Plant / Sewer:

Continued with meeting monthly / annual IEPA sampling and analysis requirements.

Completed required monthly reports.

Auto Transfer Switches are being installed in lift station panels, this will allow the generator to start automatically when there is a loss of Ameren power. Keeps the flow going. Two stations are complete.

On our Water / Sewer to do list is:

Complete monthly IEPA sampling and other required sampling.

Lead / Copper corrosion control testing, nearly 40 samples, needs completed on June 2.

CARRYOVER INFORMATION

Parks:

- *Mow, rain, weed eat, rain, mow again.
- *Ball Field preps are now 5-7 days a week, goes through mid-July.

Village:

- *Took inventory of street signs, stop signs, traffic signs. We plan on replacing old, damaged, and faded signs and we will also straighten sign poles this summer.
- *Limb Program started 3/7, continues through 12/4.
- *Continue with pot hole filling.
- *Continue with dead tree cutting / cut dead out of trees throughout the Village.

Water/Sewer:

- *Implement IEPA required backflow / cross-connection program, along with triennial survey.
- *Implement IEPA Sanitary FOG (fats, oils, greases) program.
- *Continue with training.

Thanks, Darin

OLD BUSINESS

ITEM 1



Rate Assessment & Application

Disclaimer:

- The following spreadsheets are intended to give a representation of how rate changes will affect overall revenue for water/wastewater systems. They are best used to assist your system in determining the proper rate structure, and not to be used as a sole method for determining rates.
- The results from the following spreadsheets will be only as good as the data used in completing. They do not take into consideration additional fees or unpaid bills.
- IRWA assumes no responsibility for the application and/or misapplication of the information contained herein.

Completed For:
Completed By:
Date Completed:

Village of Forsyth
CC
4/25/2022



Village of Forsyth

System Data

For Year: **FY2020-2021**
 Completed By: **CC**
 Date Completed: **4/25/2022**

Amount of Water Produced
 Amount of Water Billed
 Unaccounted for Water

Gallons (annual)	Cu Ft. (annual)	
181,045,000	24,203,877	
150,245,184	20,086,255	
30,799,816	4,117,622	17.01%

Annual Operating Expenses

Dollars				
\$577,836.00				
		Cost per Gallon	Cost Per 1000 Gals	Cost Per 100 Cu.Ft.
	Production	\$0.00319	\$3.19	\$2.39
	Debt Retirement	\$0.00000	\$0.00	\$0.00
	Total	\$0.00319	\$3.19	\$2.39

Total Annual Budget

\$577,836.00

Connection Information
 Base Rate Only

Meter Size	Number of Customers in Each Rate Class			
	Residential	Commercial	Sprinkler	
3/4"	1,266	64	306	
1"	174	32	114	
1.5"	2	15	7	
2"		25	4	
3"		5	1	
4"	1	1		
				Total Connections
				2,017

Consumption w/ Base (gal.)

0 0 0

Current Rate information (base)

Meter Size	Base Rate for Each Rate Class			
3/4"	\$4.30			
1"	\$8.64			
1.5"	\$20.38			
2"	\$24.94			
3"	\$41.50			
4"	\$75.55			
				Base Rate Revenues
				\$136,944.96

Current Consumption Rate

(Per 1000 Gallons) **\$2.37**

Percentage of Total Operating Expenses without any consumption revenue

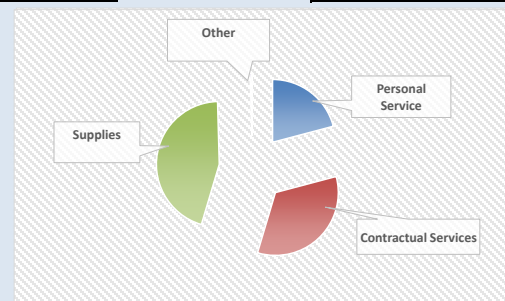
Operating Budget Outline

Personal Services
 Contractual Services
 Supplies
 Other

\$120,672.00
\$194,852.00
\$259,793.00
\$2,519.00
\$577,836.00

TOTAL OPERATING EXPENDITURES

Base Rate % Total Cost
23.70%





Village of Forsyth

Existing Rates

For Year: **FY2020-2021**
 Completed By: **CC**
 Date Completed: **4/25/2022**

Amount of Water Produced Amount of Water Sold Unaccounted for Water	Annual Gallons					
	181,045,000					
	150,245,184					
	30,799,816	17.01%				
Annual Operating Expenses	\$577,836.00					
			Production Cost per 1,000 Gal.	\$3.19		
Total Annual Budget	\$577,836.00		Debt Retirement per 1,000 Gal.	\$0.00		
			Total	\$3.19		
Connection information						
	Meter Size	Residential	Commercial	Sprinkler		
	3/4"	1,266	64	306		
	1"	174	32	114		
	1.5"	2	15	7		
	2"		25	4		
	3"		5	1		
	4"	1	1			
Gallons W/Base						
	0			2,017		
Current Rate information	Meter Size		Residential	Commercial	Sprinkler	
	3/4"		\$4.30	\$4.30	\$4.30	
	1"		\$8.64	\$8.64	\$8.64	
	1.5"		\$20.38	\$20.38	\$20.38	
	2"		\$24.94	\$24.94	\$24.94	
	3"		\$41.50	\$41.50	\$41.50	
	4"		\$75.55	\$75.55	\$75.55	
Consumption Charge	(Per 1000 Gallons)		\$2.37	\$2.37	\$2.37	
	3/4" 1" 1.5" 2" 3" 4"	Residential	Commercial	Sprinkler	Totals	
		\$5,443.80	\$275.20	\$1,315.80	\$7,034.80	
		\$1,503.36	\$276.48	\$984.96	\$2,764.80	
		\$40.76	\$305.70	\$142.66	\$489.12	
		\$0.00	\$623.50	\$99.76	\$723.26	
		\$0.00	\$207.50	\$41.50	\$249.00	
	4"	\$75.55	\$75.55	\$0.00	\$151.10	
	Total/month	\$7,063.47	\$1,763.93	\$2,584.68	\$11,412.08	
12 mo. Total	\$84,761.64	\$21,167.16	\$31,016.16	\$136,944.96		
% of operating budget			14.67%	3.66%	5.37%	23.70%
Water with Base Charge	Total/month	0	0		0	
	12 mo. Total	0	0		0	
Available water to be sold	100.00%		150,245,184			
			Consumption Rate Revenues		\$356,081.09	
Unaccounted for water	30,799,816	\$72,995.56				
			Total Revenue Generated		\$493,026.05	
	Annual Gain/(Shortfall)				(\$84,809.95)	
					-14.68%	
	Typical Residential Water Bill					
	Gallons Used		Residential Water Bill			
	1,000		\$6.67			
	3,000		\$11.41			
	5,000		\$16.15			



Village of Forsyth

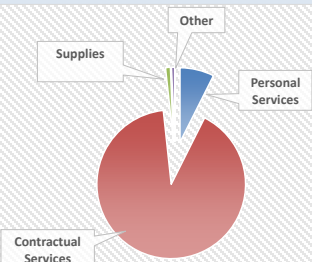
Rate Change

Add \$1.50 to All Base Rates. Raise All Consumption Rates to \$3.25.

For Year:	FY2020-2021
Completed By:	CC
Date Completed:	4/25/2022

Amount of Water Produced Amount of Water Sold Unaccounted for Water	Annual Gallons				
	181,045,000				
	150,245,184				
	30,799,816	17.01%			
Annual Operating Expenses	\$577,836.00				
Total Annual Budget	\$577,836.00		Production Cost per 1,000 Gal.	\$3.19	
			Debt Retirement per 1,000 Gal.	\$0.00	
Connection information		Total		\$3.19	
	Meter Size	Residential	Commercial	Sprinkler	
	3/4"	1,266	64	306	
	1"	174	32	114	
	1.5"	2	15	7	
	2"		25	4	
	3"		5	1	
	4"	1	1		
Gallons W/Base	0	0	0	2,017	
Current Rate information	Meter Size	Residential	Commercial	Sprinkler	
	3/4"	\$5.80	\$5.80	\$5.80	
	1"	\$10.14	\$10.14	\$10.14	
	1.5"	\$21.88	\$21.88	\$21.88	
	2"	\$26.44	\$26.44	\$26.44	
	3"	\$43.00	\$43.00	\$43.00	
	4"	\$77.05	\$77.05	\$77.05	
Consumption Charge	(Per 1000 Gallons)	\$3.25	\$3.25	\$3.25	
	3/4" 1" 1.5" 2" 3" 4"	Residential	Commercial	Sprinkler	Totals
		\$7,342.80	\$371.20	\$1,774.80	\$9,488.80
		\$1,764.36	\$324.48	\$1,155.96	\$3,244.80
		\$43.76	\$328.20	\$153.16	\$525.12
		\$0.00	\$661.00	\$105.76	\$766.76
		\$0.00	\$215.00	\$43.00	\$258.00
		\$77.05	\$77.05	\$0.00	\$154.10
	Total/month	\$9,227.97	\$1,976.93	\$3,232.68	\$14,437.58
	12 mo. Total	\$110,735.64	\$23,723.16	\$38,792.16	\$173,250.96
% of operating budget Water with Base Charge		19.16%	4.11%	6.71%	29.98%
	Total/month	0	0		0
	12 mo. Total	0	0		0
Available water to be sold	100.00%		150,245,184		
Unaccounted for water			Consumption Rate Revenues		\$488,296.85
	30,799,816	\$100,099.40	Total Revenue Generated		\$661,547.81
	Annual Gain/(Shortfall)				\$83,711.81
					14.49%
	Typical Residential Water Bill				
	Original Bill	Gallons Used	3/4" Residential Water Bill		
	\$6.67	1,000	\$9.05		
	\$11.41	3,000	\$15.55		
	\$16.15	5,000	\$22.05		

		Village of Forsyth			
		Sewer System Data			For Year: FY2020-2021 Completed By: CC Date Completed: 4/25/2022
Sewage Treated Sewage Billed Infiltration	Gallons (annual)	Cu Ft. (annual)			
	100,183,428	13,393,506			
	100,183,428	13,393,506			
	0	0	0.00%		
Annual Operating Expenses	Dollars				
	\$307,403.00				
		Treatment Debt Retirement Total	Cost per Gallon	Cost Per 1000 Gals	Cost Per 100 Cu.Ft.
			\$0.00307	\$3.07	\$2.30
			\$0.00000	\$0.00	\$0.00
			\$0.00307	\$3.07	\$2.30
Depreciation Account					
Total Annual Budget	\$307,403.00				
Connection Information Base Rate Only	Customer Location	Number of Customers in Each Rate Class			
	Regular	1,540	24	9	
	Special				
	Non-Metered				
					Total Connections 1,573
Consumption w/ Base (gal.)	1,000	1,000	1,000		
Current Rate information (base)	Customer Location	Base Rate for Each Rate Class Including Debt Service			
	Resident	\$2.95			
	Special		\$2.95		
	Non-Metered			\$16.80	
					Base Rate Revenues \$57,180.00
Current Consumption Rate	Per 1000 gallons	\$2.95	\$2.95	\$0.00	
Percentage of Total Operating Expenses without any consumption revenue					
Operating Budget Outline	Personal Services	\$22,803.00			
	Contractual Services	\$279,365.00			
	Supplies	\$3,213.00			
	Other	\$2,022.00			
	TOTAL OPERATING EXPENDITURES	\$307,403.00			
			Base Rate % Total Cost 18.60%		



Category	Amount
Contractual Services	\$279,365.00
Personal Services	\$22,803.00
Supplies	\$3,213.00
Other	\$2,022.00
Total	\$307,403.00



Village of Forsyth

Existing Rates

For Year: **FY2020-2021**
 Completed By: **CC**
 Date Completed: **4/25/2022**

Sewage Treated Sewage Billed Unaccounted Sewage Treated	Annual Gallons							
	100,183,428							
	100,183,428							
	0	0.00%						
Annual Operating Expenses	\$307,403.00							
Depreciation Account								
Total Annual Budget	\$307,403.00					Cost per 1,000 gallons \$3.07		
Connection information	Customer Location	Number of Customers in Each Rate Class						
	Regular					1,540		
	Special						24	
	Non-Metered							9
Consumption w/ base (gal.)		1,000	1,000	0	Total Connections 1573			
Current Rate information	Base Rate for Each Rate Class Including Debt Service							
	Resident	\$2.95						
	Special		\$2.95					
	Non-Metered			\$16.80				
Consumption Charge	per 1000 gal.	\$2.95	\$2.95	\$0.00				
Current Base Revenue	Resident Special Non-Metered	Totals						
		\$4,543.00			\$4,543.00			
			\$70.80		\$70.80			
				\$151.20	\$151.20			
	Total/month	\$4,543.00	\$70.80	\$151.20	\$4,765.00			
12 mo. Total	\$54,516.00	\$849.60	\$1,814.40	\$57,180.00				
% of operating budget	17.73%		0.28%	0.59%	18.60%			
Water with Base Charge	Total/month	1,540,000	24,000		1,564,000			
	12 mo. Total	18,480,000	288,000		18,768,000			
Available water to be Treated Consumption Rate Revenues								
	81.27%		81,415,428					
					\$240,175.51			
Infiltration Gallons Treated	0	\$0.00						
			Total Revenue Generated		\$297,355.51			
	Annual Gain/(Shortfall)				(\$10,047.49)			
					-3.27%			
	Typical Residential Sewer Bill							
	Gallons Used		Residential Sewer Bill					
	1,000		\$2.95					
	3,000		\$8.85					
	5,000		\$14.75					

		Village of Forsyth			
		WW Rate Change			
		Add \$0.50 to All Rates.			
		For Year:	FY2020-2021		
		Completed By:	CC		
		Date Completed:	4/25/2022		
Sewage Treated Sewage Billed Unaccounted Sewage Treated	Annual Gallons				
	100,183,428				
	100,183,428				
	0	0.00%			
Annual Operating Expenses	\$307,403.00				
Depreciation Account					
Total Annual Budget	\$307,403.00			Cost per 1,000 gallons \$3.07	
Connection information	Customer Location	Number of Customers in Each Rate Class			
	Regular	1,540			
	Special		24		
	Non-Metered			9	
Consumption w/ base (gal.)		1,000	1,000	0	Total Connections 1573
Current Rate information	Base Rate for Each Rate Class Including Debt Service				
	Resident	\$3.45			
	Special		\$3.45		
	Non-Metered			\$17.30	
Consumption Charge	per 1000 gal.	\$3.45	\$3.45	\$3.45	
Current Base Revenue	Resident Special Non-Metered	\$5,313.00			Totals \$5,313.00
			\$82.80		\$82.80
				\$155.70	\$155.70
	Total/month	\$5,313.00	\$82.80	\$155.70	\$5,551.50
	12 mo. Total	\$63,756.00	\$993.60	\$1,868.40	\$66,618.00
% of operating budget		20.74%	0.32%	0.61%	21.67%
Water with Base Charge	Total/month	1,540,000	24,000		1,564,000
	12 mo. Total	18,480,000	288,000		18,768,000
Available water to be Treated Consumption Rate Revenues	81.27%				81,415,428
					\$280,883.23
Infiltration Gallons Treated	0	\$0.00			
			Total Revenue Generated		\$347,501.23
			Annual Gain/(Shortfall)		\$40,098.23
					13.04%
			Typical Residential Sewer Bill		
			Original Bill	Gallons Used	Residential Sewer Bill
			\$2.95	1,000	\$3.45
		\$8.85	3,000	\$10.35	
		\$14.75	5,000	\$17.25	

Water Rate Study

Village of Forsyth

April 25, 2022



Prepared by: Clark Cameron

Village of Forsyth, Illinois – Water Rate Study

Introduction:

IRWA was contacted by the Village of Forsyth about performing a rate study for the City. After reviewing the data provided by the Clerk, as well as the latest audit report posted on the Illinois Comptroller's website it appears that the Village is in need of some changes to the existing rates in both the Water and Sewer Departments. The purpose of this review and rate study was to develop examples of financial strategies and rates that:

- Provide adequate revenue to meet the operation and maintenance costs, capital improvement costs, debt service and emergency funding.
- Equitably determine and distribute costs among the various consumer types.
- Are relatively simple to understand and implement.
- Consistent with industry practices.

Per the request from all parties, Illinois Rural Water Association (IRWA) is pleased to present this rate study to the Village of Forsyth for review. When conducting a rate study, the best results are based on the most accurate data obtained. After careful review of the written materials that were provided and discussions with Village representatives, some key points are necessary to mention in order to keep the same level of understanding; they are:

- Changes in necessary monies for capital improvement.
- Creation of a contingency fund for emergency purposes.
- Existing expenditures based on billing units' of 1000 gallons.

It is apparent that the existing water rates and billing methods currently being utilized by the Village are not adequate to meet operational expenses of the Water and Sewer Departments. From the data provided to the IRWA, CY 2020 total annual expenses for the Water Department totaled \$577,836.00, while the income totaled \$493,026.05 resulting in a loss of **\$84,809.95**. This loss indicates that rates are not adequate to meet the expense needs or provide a surplus for any future upgrades and/or maintenance.

The Sewer Department is in better financial condition than the water department but still in need of some minor adjustments based on the data provided showing annual expenses of \$307,403.00, while income totaled \$297,355.51 resulting in a loss of **\$10,047.49**. Based on this loss minor adjustments need be made to the sewer rates to provide necessary operating capital.

Additional contingency funds should also be considered in the annual water budgets to cover unexpected repair and replacement costs. A recommended contingency for emergencies need not be expended if not needed in a given fiscal year but rather allowed to accumulate over time. When setting rates, it is also important to create reserves for future loan payments, capital replacement, capital projects, and for major maintenance and repairs.

Village of Forsyth, Illinois – Water Rate Study

If you decide to implement or increase contingencies, ensure that your auditor reviews your intentions prior to implementation.

We utilized the information provided that is most pertinent when performing a rate study. The information includes the existing/adopted/proposed budget that consist of revenues necessary for O&M, personnel, contingency, capital outlay, loan debt service, and loan debt reserve fund if required. The system figures are based upon as close an estimate as could be determined from your existing records. The other pertinent information is as follows: approximately 2017 total customers in town whose base charge is determined by meter size. Customers are further separated into 3 categories of residential, commercial and sprinkler water connections. A total of 1,573 in town sewer connections; the Village bills on a monthly basis. Also, included in the calculation of rates is the master meter annual total of water produced of 181,045,000 gallons and 150,245,184 gallons of water sold or billed (CY 2020).

Illustration 1: Current Rate Information (Calculated on a Monthly Basis)

	Total Water Customers		Total Sewer Customers	
Service Connections	2017		1573	
Base Rate Amount	\$4.30- \$75.55		\$2.95	

Rate structures vary from utility to utility, but generally include three elements. First, the consideration of the classifications of customers served (i.e., residential, commercial, etc.). Second, the charges or schedule of charges will be identified and assessed in this rate study. Third, that all customers have an established frequency in billing. Currently, the Village generates bills on a monthly basis.

It is typically suggested that the base rate cover 30% - 75% of annual expenditures allowing for the balance of revenues to be generated by what is termed as a consumption rate. The metered amount of water can be charged by a unit measurement in gallons or cubic feet. The Village's water is measured in gallons and for every one thousand gallons, a dollar amount can be charged per unit.

Bulk water sales (if applicable) were not discussed and consequently will not be considered in this rate study.

Village of Forsyth, Illinois – Water Rate Study

Illustration 2: Current Expenditures and Revenue Information

	Water	Sewer
Total Expenses:	\$577,836.00	\$307,403.00
Revenue Generated:	\$493,026.05	\$297,355.51
Annual Gain (Loss):	\$84,809.95	\$10,047.49

Illustration 2 reveals that there is insufficient revenue being generated in both the Water and Sewer Departments to cover the expenses being attributed to each Department.

Illustration 3: 2019 Water/Sewer Produced/Treated and Billed

	Water	Sewer
Produced/Treated	181,045,000	100,183,428
Billed	150,245,184	100,183,428
Difference	30,799,816	N/A

When reviewing Illustration 3, one will notice that there is a **30,799,816**-gallon difference in the amount of water being treated versus the amount being billed. On the water side, this difference is referred to as “non-revenue” or “unaccounted for water” and may have several causes. Those causes can be from one or any combination of: hydrant flushing, inaccurate meters, non-billed services, theft, leaks, etc. The Village’s loss of 17.01% is slightly above the average loss of 12%-15% annually. On the sewer side there is no difference between the treated and billed due to the fact that the Village contracts with Sanitary District of Decatur for treatment of all sewage and the Village bills accordingly.

Village of Forsyth, Illinois – Water Rate Study

Illustration 4: Cost of Production

	Water	Sewer
Total Operating Expense:	\$577,836.00	\$307,403.00
Total Gallons:	181,045,000	100,183,428
Cost per 1000 Gallons:	\$3.19	\$3.07

Illustration 4 shows that the cost to produce one unit (1000 gallons) of water is currently \$3.19 and to treat 1000 gallons of sewage is \$3.07. This cost is calculated by dividing the total operating costs by the total gallons of water introduced into the distribution system. It is vital that the consumption rates for water be set at a level to offset the difference in the amount of revenue generated through the base rate and total expenses.

Illustration 5: Cost of Debt Retirement

	Water	Sewer
Debt Expense:	N/A	N/A
Total Gallons Produced:	N/A	N/A
Cost per 1000 Gallons:	N/A	N/A

Illustration 5 shows that the Village has no debt at this time.

When determining cost for utilities, equity centered on consumption must be applied across the board, (size and classification of the connection) and this is accomplished by means of determining the price per unit and the amount of consumption per month.

There are various scenarios that can be used to reach an acceptable result to meet budgetary requirements. One size fits all does not normally work from community to community. The cost associated with providing water to the consumer's tap usually varies from one water system to another. The variables associated with other water systems sometimes cannot apply to the Village of Forsyth. A new water system completed without any debt owed is rarely seen. The age of a water system plays a bigger role in cost since rebuilding is often more expensive than new development.

The importance of looking at the future regarding system growth, repair, or replacement of aging components, determining an evaluation of costs can at times be difficult. Proposed costs are usually lower than actual costs due to a delay in timelines towards completion. Communicating

Village of Forsyth, Illinois – Water Rate Study

proposed costs, even though not actual, can educate all personnel and keep everyone on a single page of understanding in the process of operating a system.

Keep in mind that when rates increase the consumer has a tendency to use less water, but as time passes normal consumption level raises to what past records have shown. Determining the consumption rate on a conservative measure means this factor has already been equated into the anticipated revenues.

The times when consumers are heard from most is during a rate increase; so, as the raising of rates come to realization, it is important for public relations and communications to be increased.

With numerous concerns and decisions being calculated with this rate study, it is the goal of Illinois Rural Water Association to assist the Village of Forsyth towards a rate sufficient to meet the needs of their systems, provide fair and equitable rates for all consumers and to ensure the Village continues to meet the financial, managerial, and technical requirements of their utility departments.

Findings/Recommendations

After consulting with the Village of Forsyth representatives the following findings and recommendations are being respectfully submitted to the Village's administration for their consideration.

1. In reviewing the Forsyth water and sewer rates, the following observations were made:
 - a. Revenue generated by the water department is not adequate to meet the day-to-day operating expenses of the utility or provide for reserve funds to be utilized in future upgrades or major breakdowns. The following adjustments to the rates are needed.
IRWA recommends that the Village consider adding \$1.50 to all base rates and raise the consumption rate per 1000 gallons used to \$3.25.
 - b. Revenue generated by the sewer department is also not adequate to meet expense needs or provide a surplus for future needs.
IRWA recommends that the Village consider adding \$0.50 to all rates.
 - c. Water loss of 10%-12% is generally accepted as normal in a water system. This takes into account hydrant flushing, firefighting, non-working meters, and leaks. Water loss was slightly above the norm at 17.01% or 30,799,816 gallons.

Village of Forsyth, Illinois – Water Rate Study

- d. It is always a recommendation in all IRWA rate studies that the Village consider adopting an automatic increase of 3% to cover annual inflation costs. As stated earlier, customers very rarely comment on their water rates unless there is a sizable rate increase. Very few categorize a 3% increase as being extreme but if the system waits ten years and institutes a 20 – 30 percent increase then everyone notices. If, in the future, the Village Board decides a 3% increase was not warranted then they could vote not to have the increase for that year only.
2. Please do not hesitate to contact me if you have any questions or would like additional scenarios calculated. Thank you for the opportunity to develop this report and if my schedule allows, I would also make myself available to present this report to the Village Board at one of its regularly scheduled meetings.

Year:	Water Revenues (less the interfund iepa water plant loan transfers):	Additional Notes:
2016	\$ 584,232.23	(\$58,899.93 of this total was from a insurance claim from the water plant storm damage) \$584,232.23 - \$58,899.93 = \$525,332.30
2017	\$ 548,105.71	
2018	\$ 526,051.54	
2019	\$ 528,654.54	
2020	\$ 524,404.80	
2021	\$ 504,022.65	
Keep in mind that the water revenues listed above include meter charges, water usage charges, new water meters, water tap on fees, water inspection fees, miscellaneous charges (such as hydrant fills, turn on fees), late fees and also bank interest.		

Year:	Water Fund Bank Balance:	Additional Notes:
2016	\$ 1,081,497.54	
2017	\$ 553,200.55	(fund balance dropped due to inter-fund transfer out of water into the capital for the new digital water meter change out)
2018	\$ 499,170.71	
2019	\$ 409,811.64	
2020	\$ 331,136.75	
2021	\$ 248,209.41	

Year:	Water Meter Charges:	Additional Notes:
2021	\$ 136,944.96	The water meter charges are coded to water revenues along with the water usage charges. In order to break down how much water meter charges were for the 6 years we would have to go into each month for all 6 years which would take a lot of time. Therefore this is part of the water/sewer rate study which focuses on one year which is for 2021. The \$136,944.96 for total water meter charges were used from the study.

Request from Bob Gruenewald for the Water Rate Study;

1. On page 91 under operating budget outline explain what is contained in contractual services of \$194k.
 - Contractual Services is any services that is done by an outside vendor (for 2020). Contractual Services has several things: Building Maintenance Service, Equipment Maintenance Service, Storage Tank Maintenance Service, Vehicle Maintenance Service, Engineering Services, Plumbing Inspection Services, Other Professional Services, Outsource Utility Billing Services, Online Payment Fee Services, Postage Services, Telephone Services, Professional Development Services, and Utilities Services.
2. For the \$577k of operating expenses how much maintenance expense is included? Is the emergency repair to the Service Water pump last fall included and how much was that expense?
 - The \$577K (for 2020) is the total for the whole year of all expenses within the Water Department (which is broken down as follows; Personal Services \$120,672, Contractual Services \$194,852, Supplies \$259,793 and other \$2,519).
 - Then under the Contractual Services (for 2020) there is Building Maintenance Service \$5,524, Equipment Maintenance Service \$12,190 and Vehicle Maintenance Service \$715. In addition, under the Supplies there is Building Maintenance Supplies \$1,248, Equipment Maintenance Supplies \$4,106 and Vehicle Maintenance Supplies \$0.
 - No, the emergency repair to the Service Water pump last fall is not included in the \$577K. The \$577K is for fiscal year 2020.
 - The amount for the emergency repair to the Service Water pump last fall was \$18,301.51 (Under Contractual Services; Equipment Maintenance Service \$16,45.49 and Under Supplies; Equipment Maintenance Supplies \$1,843.02). This amount came out of the 2021 fiscal year.
3. I am looking for the previous unaccounted-for water percentage each of the previous 4 year if possible. Please include gallons produced, gallons billed, and gallons unaccounted for.

	2018	2019	2020	2021
Finished Water:	179,686,000	180,582,000	181,045,000	176,096,000
Billed Water:	161,362,027	158,159,648	150,245,184	151,008,954
Unaccounted for Water:	18,323,973	22,422,352	30,799,816	25,087,046
	10.20%	12.42%	17.01%	14.25%

OLD BUSINESS

ITEM 2

CHAPTER 71: RULES OF OPERATION

Section

71.01 Operation of recreational vehicles prohibited

§ 71.01 OPERATION OF RECREATIONAL VEHICLES PROHIBITED.

(A) It shall be unlawful for any person to drive or operate any gasoline- or diesel-powered snowmobile, minibike, motorbike, motor scooter, go-kart, all-terrain vehicle, or off-highway motorcycle at any place within the Village of Forsyth, except on property owned by the person operating the vehicle, on property owned by the parent or guardian of the person operating the vehicle, or upon property which the operator of the vehicle has been given permission by the owner to operate the vehicle thereon. Battery-powered vehicles may be operated within the Village of Forsyth on village sidewalks and bike paths, except those within the boundaries of the Village Park, at a safe and reasonable speed, not to exceed 20 mph. Motorized vehicles weighing more than 75 pounds can only be operated by a licensed driver. Medical walk-assist vehicles, authorized emergency vehicles and vehicles operated by village employees in their official capacity will be exempt from this section.

(B) The definition of the terms ***ALL-TERRAIN VEHICLE***, ***OFF-HIGHWAY MOTORCYCLE*** and ***AUTHORIZED EMERGENCY VEHICLES*** shall be as set forth in the Illinois Motor Vehicle Code.

(C) The penalty for violation of this section shall be as set forth in § 70.99.

(D) This section shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

(Ord. 550, passed 8-20-2001; Am. Ord. 607, passed 10-6-2003; Am. Ord. 781, passed 1-4-2010) Penalty, see §70.99

VILLAGE OF FORSYTH

ORDINANCE NO. 781

ORDINANCE AMENDING CHAPTER 71 OF
THE VILLAGE OF FORSYTH CODE OF ORDINANCES

ADOPTED BY THE
 MAYOR AND BOARD OF TRUSTEES
 OF THE
 VILLAGE OF FORSYTH

THIS 4th JANUARY, 2010 ~~DAY OF DECEMBER, 2009~~

Formatted: Superscript

Published in pamphlet form by
 authority of the Mayor and
 Board of Trustees of the Village
 of Forsyth, Macon County,
 Illinois, this 5th day of January, 2010 ~~December, 2009~~.

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BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE
 VILLAGE OF FORSYTH, COUNTY OF MACON, STATE OF ILLINOIS, that Section 71.01
 of Chapter 71 of the Village of Forsyth Code of Ordinances is hereby amended as set forth on the
 attached pages with the additions indicated by underline; deletions by ~~strikeout~~:

Passed by the Board of Trustees of the Village of Forsyth, Illinois, this 4th day of
~~January, 2010~~ December, 2009.

Formatted: Superscript

AYES: 4—RASHO, MORR, HUBBARD, JOHNSON.

NAYS: 2—ALLSUP, REED.

ABSENT: 0—NONE.

 MAYOR, VILLAGE OF FORSYTH

ATTEST:

 Village Clerk

-2-

§ 71.01 OPERATION OF RECREATIONAL VEHICLES PROHIBITED.

(A) It shall be unlawful for any person to drive or operate any gasoline- or diesel-powered snowmobile, minibike, motorbike, motor scooter, go-kart, all-terrain vehicle, or off-highway motorcycle at any place within the Village of Forsyth, except on property owned by the person operating the vehicle, on property owned by the parent or guardian of the person operating the vehicle, or upon property which the operator of the vehicle has been given permission by the owner to operate the vehicle thereon. Battery-powered vehicles may be operated within the Village of Forsyth on village sidewalks and bike paths, except those within the boundaries of the Village Park, at a safe and reasonable speed, not to exceed 20 mph. Motorized vehicles weighing more than 75lbs. can only be operated by a licensed driver. Medical walk-assist vehicles, Authorized Emergency Vehicles and vehicles operated by Village employees in their official capacity will be exempt from this section.

(B) The definition of the terms ***ALL-TERRAIN VEHICLE***, ~~and~~ ***OFF-HIGHWAY MOTORCYCLE*** ~~and~~ ***AUTHORIZED EMERGENCY VEHICLES*** shall be as set forth in the Illinois Motor Vehicle Code.

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(C) The penalty for violation of this Section shall be as set forth in Section 70.99.

~~(C)(D)~~ This section shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ORDINANCE NO. 607

AN ORDINANCE AMENDING CHAPTER 70 OF
THE VILLAGE OF FORSYTH CODE OF ORDINANCES
REGARDING MOTORIZED SCOOTERS
TO THE VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS.

Published in pamphlet form by
Authority of the Mayor and Board
Of Trustees of the Village of Forsyth,
Macon County, Illinois, this
7th day of October, 2003.

VILLAGE OF FORSYTH

ORDINANCE NO. 607

AN ORDINANCE AMENDING CHAPTER 70
OF THE VILLAGE OF FORSYTH CODE OF ORDINANCES

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF FORSYTH
THIS 6th DAY OF ~~SEPTEMBER~~, 2003
October

Published in pamphlet form by
authority of the Mayor and
Board of Trustees of the Village
of Forsyth, Macon County,
Illinois, this 7th day of ~~September~~, 2003.
October

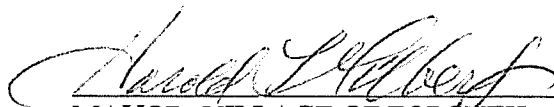
BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE
OF FORSYTH, COUNTY OF MACON, STATE OF ILLINOIS, that Chapter 70 of the Village of
Forsyth Code of Ordinances is hereby amended as set forth on the attached pages with the additions
indicated by underline; deletions by ~~strikeout~~.

Passed by the Board of Trustees of the Village of Forsyth, Illinois, this 6th day of
~~September~~, 2003.
October

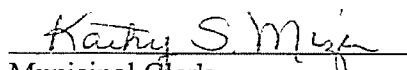
AYES: 5--Horve, Laylock, Johnson, Albright, Reed.

NAYS: 0--None.

ABSENT: 1--Walters.


MAYOR, VILLAGE OF FORSYTH

ATTEST:


Municipal Clerk

It shall be unlawful for any person to drive or operate any gasoline or diesel-powered snowmobile, minibike, motorbike, motor scooter, go-kart, all-terrain vehicle or off-highway motorcycle at any place within the Village of Forsyth except on property owned by the person operating said vehicle, on property owned by the parent or guardian of the person operating the vehicle, or upon property which the operator of the vehicle has been given permission by the owner to operate such vehicle thereon. Battery-powered vehicles may be operated within the Village of Forsyth on Village sidewalks and bike paths, except those within the boundaries of the Village Park, at a safe and reasonable speed, not to exceed 20 miles per hour.

The definition of the terms all-terrain vehicle and off-highway motorcycle shall be as set forth in the Illinois Motor Vehicle Code.

VILLAGE OF FORSYTH

ORDINANCE NO. 550

**AN ORDINANCE PROHIBITING THE OPERATION OF
RECREATIONAL VEHICLES EXCEPT ON PRIVATE PROPERTY**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF FORSYTH
THIS 20th DAY OF August, 2001

Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Forsyth, Macon County, Illinois
this 21st day of August, 2001

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

SECTION 1: The following restriction on the operation of motorized vehicles is hereby added to Chapter 70 (TRAFFIC RULES) OF THE VILLAGE OF FORSYTH CODE OF ORDINANCES.

SECTION 2: It shall be unlawful for any person to drive or operate any snowmobile, minibike, motorbike, motor scooter, go-kart, all-terrain vehicle or off-highway motorcycle at any place within the Village of Forsyth except on property owned by the person operating said vehicle, on property owned by the parent or guardian of the person operating the vehicle, or upon property which the operator of the vehicle has been given permission by the owner to operate such vehicle thereon.

SECTION 3: The definition of the terms all-terrain vehicle and off-highway motorcycle shall be as set forth in the Illinois Motor Vehicle Code.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

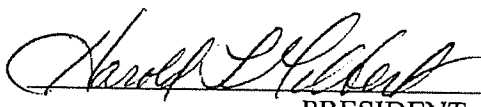
- 2 -

AYES: 4--Walters, Johnson, Laylock, Eberhard.

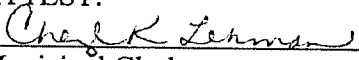
NAYS: 2--Horve, Mielke.

ABSENT: 0--None.

PASSED AND APPROVED this 20th day of August, 2001.


PRESIDENT

ATTEST:


Municipal Clerk

OLD BUSINESS

ITEM 3

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER
2022-11

**AN ORDINANCE AMENDING THE VILLAGE CODE TO PROHIBIT CERTAIN
VEHICLES FROM BEING OPERATED ON VILLAGE SIDEWALKS**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

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

Village Trustees

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

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

ORDINANCE NO. 2022-11

AN ORDINANCE AMENDING THE VILLAGE CODE TO PROHIBIT CERTAIN VEHICLES FROM BEING OPERATED ON VILLAGE SIDEWALKS

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

WHEREAS, the Village wishes to protect the public health, safety, and welfare of its citizens by prohibiting certain recreational vehicles from being operated on its sidewalks; 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. Recitals. The above recitals are incorporated herein by this reference.

Section 2. Amendment to Text of the Village Code. Chapter 71 of the Village Code of Ordinances is hereby amended as follows (added; ~~deleted~~):

§ 71.01 OPERATION OF RECREATIONAL VEHICLES PROHIBITED.

(A) It shall be unlawful for any person to drive or operate any gasoline- or diesel-powered snowmobile, minibike, motorbike, motor scooter, go-kart, all-terrain vehicle, or off-highway motorcycle at any place within the Village of Forsyth, except on property owned by the person operating the vehicle, on property owned by the parent or guardian of the person operating the vehicle, or upon property which the operator of the vehicle has been given permission by the owner to operate the vehicle thereon. Battery-powered vehicles weighing 75 pounds or less may be operated within the Village of Forsyth on village sidewalks and bike paths, except those within the boundaries of the Village Park, at a safe and reasonable speed, not to exceed 20 mph. Motorized vehicles weighing more than 75 pounds can only

be operated by a licensed driver. Medical walk-assist vehicles, authorized emergency vehicles and vehicles operated by village employees in their official capacity will be exempt from this section.

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

OLD BUSINESS

ITEM 4

OLD BUSINESS

ITEM 5

ORDINANCE NO. 2022-12

**VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS
FORSYTH TAX INCREMENT FINANCING (TIF) DISTRICT**

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A REDEVELOPMENT AGREEMENT**

by and between

THE VILLAGE OF FORSYTH

and

SC FORSYTH, LLC

**ADOPTED BY THE CORPORATE AUTHORITIES
OF THE VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS,
ON THE ____ DAY OF ____, 2022.**

ORDINANCE NO. 2022-12
VILLAGE OF FORSYTH, ILLINOIS
FORSYTH TAX INCREMENT FINANCING (TIF) DISTRICT
AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A REDEVELOPMENT AGREEMENT
by and between
THE VILLAGE OF FORSYTH
and
SC FORSYTH, LLC

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

1. The Redevelopment Agreement attached hereto as *Exhibit A* by and between the Village of Forsyth, Macon County, Illinois, an Illinois Municipal Corporation (the “Village”) and SC Forsyth, LLC, an Illinois Limited Liability Company (the “Developer”) is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute said Redevelopment Agreement on behalf of the Village, and the Village Clerk of the Village of Forsyth is hereby authorized and directed to attest such execution.
3. This Ordinance hereby explicitly repeals and is intended to replace Ordinance Number 2022-10 passed by the Village on May 3, 2022.
4. The Redevelopment Agreement shall be effective the date of its approval on the ____ day of _____, 2022.
5. 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.)

UPON MOTION by Trustee _____, seconded by Trustee _____, and **PASSED, APPROVED AND ADOPTED** by roll call vote of the Corporate Authorities of the Village of Forsyth, Macon County, Illinois, on the __ day of __, A.D., 2022, and deposited and filed in the Office of the Village Clerk of said Village on that date.

PRESIDENT AND VILLAGE BOARD OF TRUSTEES	AYE VOTE	NAY VOTE	ABSTAIN/ABSENT
Marilyn Johnson			
Dave Wendt			
Bob Gruenewald			
Jeff London			
Jeremy Shaw			
Lauren Young			
Jim Peck, President			
TOTAL VOTES:			

APPROVED: _____
Jim Peck, President

Date: _____

ATTEST: _____
Cheryl Marty, Village Clerk

Date: _____

ATTACHMENT:

EXHIBIT A. REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF FORSYTH AND SC FORSYTH, LLC.

EXHIBIT A

REDEVELOPMENT AGREEMENT

by and between

THE VILLAGE OF FORSYTH

and

SC FORSYTH, LLC

**FORSYTH, ILLINOIS
FORSYTH TAX INCREMENT FINANCING (TIF) DISTRICT**

REDEVELOPMENT AGREEMENT

by and between

VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS

and

SC FORSYTH, LLC

_____, 2022

REDEVELOPMENT AGREEMENT
by and between
VILLAGE OF FORSYTH
FORSYTH TIF DISTRICT
and
SC FORSYTH, LLC

THIS AGREEMENT (including *Exhibits*) is entered into this 5th day of April, A.D., 2022, by and between the **VILLAGE OF FORSYTH** (“Village”), an Illinois Municipal Corporation, Macon County, Illinois, and **SC FORSYTH, LLC**, an Illinois Limited Liability Company (“Developer”). The Village and the Developer may be sometimes referred to herein as a “Party”, and collectively as the “Parties”.

PREAMBLE

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

WHEREAS, Illinois statute (65 ILCS 5/8-1-2.5) allows a municipality to 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 *et seq.*, as amended (the “TIF Act”), the Village has the authority to provide incentives to owners or prospective owners of real property to acquire, redevelop, rehabilitate and/or upgrade such property by reimbursing such owner(s) for certain costs incurred in connection with the acquisition, redevelopment, rehab and/or upgrades from increases in real estate tax revenues (“Tax Increment”) resulting therefrom or from other Village revenues to the extent specified and agreed herein; and

WHEREAS, on January 2, 2018, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized, or undeveloped, the Village adopted Tax Increment Financing under the Act, approved a Redevelopment Plan and designated a Redevelopment Area known as the **Forsyth TIF District** (hereinafter referred to as the “TIF District”); and

WHEREAS, included in the Forsyth TIF District Redevelopment Project Area is property that was acquired by the Developer on March 31, 2021, and is located at 994 US Rt. 51, Forsyth, IL (PIN 07-07-15-351-006 and hereinafter referred to as the “Property”) and the Developer is proceeding with plans to undertake extensive exterior and interior renovations and repairs to the building located thereon formerly known as the Hometown Buffet building) and further subdivide the site for construction of additional, new commercial facilities thereon (the “Developer’s Project” or the “Project”) as illustrated in *Exhibit 1* attached hereto; and

WHEREAS, the Developer is proceeding with the Project based on the availability of TIF

incentives offered by the Village; and

WHEREAS, it is the intent of the Village to encourage economic development which will increase the real estate tax revenue of the Village, which increased incremental taxes will be used, in part, to finance incentives to assist redevelopment within the TIF District and other contiguous redevelopment project areas; and

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

WHEREAS, pursuant to Section 5/11-74.4-4(b) of the Act, the Village 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 Village may incur project redevelopment costs and reimburse developers who incur redevelopment project costs (hereinafter referred to as "TIF Eligible Project Costs" or "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 2* of this Redevelopment Agreement; and

WHEREAS, the Developer requested that incentives for the development be provided by the Village from incremental increases in real estate taxes of the Village generated from within the TIF District and the Village agreed to such incentives; and

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

WHEREAS, the Village has reviewed the conditions of the Property and has reason to believe that the costs of the necessary 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 as amended of the Village; and

WHEREAS, pursuant to the incentives described in *Section C* below, the Parties have agreed that the Village shall reimburse the Developer **Sixty-Five Percent (65%)** of the annual "net" incremental increase in real estate tax revenues derived from the Developer's Project for reimbursement of the Developer's Estimated TIF Eligible Project Costs as set forth in *Exhibit 2* attached hereto. Such reimbursement shall commence with tax year 2024 payable 2025 real estate tax increment generated by the Project and shall continue only for the current remaining life of the TIF District (tax year 2041 payable 2042), or upon the Developer's receipt of the maximum reimbursement of principal in the amount of **One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00)** as set forth in *Exhibit 2*, whichever occurs first. These funds are to be allocated to and when collected shall be paid to the Village treasurer for deposit in a separate account within the Special Tax Allocation Fund for the Forsyth TIF District designated as the "SC Forsyth, LLC Special Account ("Special Account"). "Net" real estate tax increment is defined as real estate tax increment derived from the Project as previously described after a proportionate payment of administrative fees and costs and TIF District Intergovernmental Agreements, if any.

WHEREAS, in consideration of the execution of this Agreement, the Developer shall complete the Project as set forth in *Exhibit 1*; and

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

WHEREAS, this Agreement is contingent in its entirety on approval of the Site Plan with an appropriate zoning classification by the Village Board of Trustees;

WHEREAS, this Agreement has been submitted to the President and Board of Trustees of the Village (collectively, the “Corporate Authorities”) for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Village according to the terms hereof, and any and all actions of the Corporate Authorities of the Village precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

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 TIF Act, unless indicated to the contrary.
3. This Agreement is contingent in its entirety on approval of the Site Plan with an appropriate zoning classification by the Village Board of Trustees.
4. 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 Village shall be cause for the Village 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.
5. The Developer shall complete the Project on or before **December 31, 2023**, subject to extension due to Force Majeure (defined below).
6. The Project shall be deemed to have been completed upon the Developer incurring and verifying at least \$2 million of the TIF eligible project costs as set forth in *Exhibit 2*, the Property has achieved an equalized assessed valuation of \$1,400,000 or greater, and the Property occupied or used for the commercial-retail purposes for which it is intended.

7. 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 Village has created a Tax Increment Financing District known as the “Forsyth TIF District” which includes the Developer’s Property. The Village has approved certain Redevelopment Project Costs, including the types described in *Exhibit 2* for the Project.

B. INCENTIVES

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

1. Upon the Developer completing the Project and achieving an equalized assessed valuation of \$1,750,000, the Village shall reimburse the Developer **Sixty-Five Percent (65%)** of the annual “net” incremental increase in real estate tax revenues derived from the Developer’s Project for reimbursement of the Developer’s Estimated TIF Eligible Project Costs as set forth in *Exhibit 2* attached hereto. Such reimbursement shall commence with tax year 2024 payable 2025 real estate tax increment generated by the Project, and shall continue only for the remaining life of the TIF District (tax year 2041 payable 2042), or upon the Developer’s receipt of the maximum reimbursement in the principal amount of **One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00)** as set forth in *Exhibit 2* attached hereto, whichever occurs first. These funds are to be allocated to, and when collected shall be paid to, the Village treasurer for deposit in a separate account within the Special Tax Allocation Fund for the Forsyth TIF District designated as the “SC Forsyth, LLC Special Account” (“Special Account”). “Net” real estate tax increment is defined as real estate tax increment derived from the Project as previously described after a proportionate payment of administrative fees and costs and TIF District Intergovernmental Agreements, if any.
2. Following the completion of the Project, if in any year during the term of this Agreement the equalized assessed valuation of the Project is between \$1,400,000 and \$1,750,000, the Village may reduce any reimbursement payable to the Developer per *Section C(1)* to **Fifty Percent (50%)** of the annual “net” incremental increase in real estate tax revenues derived from the Developer’s Project for reimbursement of the Developer’s Estimated TIF Eligible Project Costs as set forth in *Exhibit 2* attached hereto.
3. Following the completion of the Project, if the equalized assessed valuation of the Project is reduced from an amount in excess of \$1,400,000 to an amount less than \$1,400,000, the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings prior to timely completion of the Project, or in the event of the default of the Developer of any of the provisions set forth herein, then all future reimbursements payable to the Developer under *Section C(1)* and *(2)* above shall cease and this Agreement shall: (i) automatically terminate in all respects without any further action on the part of any party hereto, and shall be of no further force or effect except as set forth in this agreement and (ii) any requirement for notice with respect to the termination of this Agreement is hereby waived. The foregoing notwithstanding, in the event that the equalized

assessed valuation again exceeds \$1,400,000 then the provisions of *Sections C(1) and (2)* above shall be reinstated and remain in full force and effect.

2. In no event shall the total cumulative reimbursements of principal made by the Village to the Developer pursuant to this Agreement exceed **\$1,100,000.00**.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. The Developer shall be reimbursed by the Village for all Eligible Project Costs permitted by the Act, up to a principal amount not to exceed **\$1,100,000.00** for verified TIF Eligible Project Costs incurred for the Project from the real estate tax increment deposited in the TIF District Special Tax Allocation Fund.
2. It is not contemplated, nor is the Village obligated to use, any of its proportionate share of the monies for any of the Developer's Eligible Project Costs but, rather, the Village shall use its sums for any purpose under the Act as it may in its sole discretion determine.
3. The Developer agrees to timely complete the project, subject to Force Majeure, as defined below in *Section M*.

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 redevelopment costs ("Requisition for Reimbursement" attached hereto as ***Exhibit 2***, hereinafter referred to as "Requisition") submitted from time to time by the Developer to the Village's TIF Administrator, with copy to The Economic Development Group, Ltd. (collectively, the "Administrator"), and shall be 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, statements, or invoices of suppliers, contractors or professionals together with mechanic's lien waivers (whether partial or full), cancelled checks, statements or invoices marked paid from each of the Parties entitled to a payment, or other proofs of payment for such bills, statements, or invoices for costs that are the subject of such Requisition.
3. **For the Developer to receive reimbursement of TIF Eligible Project Costs it has incurred for the Project, the Developer must submit such proposed eligible costs to the Village on or before December 31, 2023, subject to Force Majeure, as defined below in *Section M*.** Absent written amendment to this Agreement approved per *Section U(3)* below, any costs submitted after this date will not be eligible for reimbursement hereunder.
4. 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 with specificity, 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.

5. All TIF Eligible Project Costs which have been approved by the Administrator shall then be paid by the Village 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 Village shall pay such approved eligible Costs within 30 days after approval of said costs and pursuant to the terms set forth in *Section C* above.
6. The Parties acknowledge that the determination of TIF 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 Village 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.
7. The Developer may submit for prior approval by the Village 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 REAL ESTATE TAX INCREMENT

1. It shall be the sole responsibility of the Developer or its designee to provide to the Village, 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 Village, and the continued failure to provide such information within thirty (30) days after such notice, shall be considered a material breach of this Agreement and shall be cause for the Village to deny payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

G. REIMBURSEMENT OF THE DEVELOPER'S SHARE OF TAX OBJECT REFUNDS

If a potential refund of tax increment is potentially due from the Village's TIF Fund as the result of any tax objection, assessment challenge or formal appeal to the Illinois Property Tax Appeal Board ("PTAB"), issuance of a certificate of error or other such action, including any appeals therefrom, concerning the potential reduction of assessed value of the Property, the Village may at its sole discretion withhold the Developer's share of any such possible refund from future reimbursements calculated to be paid to the Developer under this Agreement. Furthermore, the Developer is hereby obligated to provide written notice to the Village within thirty (30) days of filing any such objection, assessment challenge or formal appeal to the PTAB or other such action, including any appeals therefrom, that could potentially reduce the assessed value of the Property. Failure to timely provide such notice shall be considered a material breach of this Agreement and shall be cause for the Village to deny payments of the amounts withheld hereunder to the Developer.

Any funds withheld by the Village under this *Section G* shall be deposited by it into a separate interest-bearing bank account. Upon final determination of the assessed value of the Property, the Village shall pay to the Developer the principal amount due under this Agreement as recalculated. The Village shall be entitled to retain any interest earned on the account as partial payment for the

administration of the account due to the delay of the determination of the final evaluation and recalculation of the benefits due the Developer under this Agreement.

If it appears to the Village that it will be unable to recover the Developer's share of any such refund from the remaining future reimbursements due the Developer under this Agreement, the Developer shall reimburse the Village for the Developer's remaining unpaid share of such refund within thirty (30) days upon receiving written demand of the same from the Village.

Notwithstanding anything contained in this Agreement to the contrary, the obligations contained in this *Section G* shall remain in effect for the remaining life of the TIF District, which is currently real estate tax year 2041 payable 2042.

C. LIMITED OBLIGATION

The Village's obligation hereunder to pay Developer for TIF Eligible Project Costs described in *Exhibit 2* is a limited obligation to be paid solely from the Forsyth TIF District Special Tax Allocation Fund. Said obligation does not now and shall never constitute an indebtedness of the Village 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 Village or a charge or lien against the Village=s general credit or taxing power.

D. VILLAGE PUBLIC PROJECTS

The Village intends to use part or all of the Village's share of the Developer's Redevelopment Project real estate tax increment for other public projects within the Redevelopment Project Area. The Village shall be eligible for reimbursement of the costs of doing so, as well as other eligible costs incurred by the Village of the TIF District.

E. LIMITED LIABILITY OF VILLAGE TO OTHERS FOR DEVELOPER'S EXPENSES

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

F. COOPERATION OF THE PARTIES

1. The Village 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 Village 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 Village's activities. This also includes without limitation the Developer assisting or sponsoring the Village, or agreeing to jointly apply with the Village, for any grant, award, or subsidy which may be available as the result of the Village=s or 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 Village'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, and rights-of-way, water and sanitary sewage facilities, and storm water disposal facilities.

G. 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”), shall have an action for damages, or, in the event damages would not fairly compensate the Non-defaulting Party for the Defaulting Party’s breach of this Redevelopment Agreement, the Non-defaulting Party shall have such other equitable rights and remedies as are available to them at law or in equity. Any damages payable by the Village 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, a Defaulting Party 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.

H. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. The Developer shall complete the Project on or before **December 31, 2023**, subject to extension due to Force Majeure (defined below). However, neither the Developer nor the Village shall be deemed in default with respect to any obligations of this Agreement on either of their part to be performed if Developer or Village fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, condemnation, riots, insurrections, war, fuel shortages, Acts of God, acts caused directly or indirectly by the Village (or Village=s agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or Village.

I. ASSIGNMENT

The rights (including, but not limited to, the right to payments contemplated by *Section C* of this Agreement,) and obligations (or either of them) of the Developer under this Agreement shall be fully assignable by the Developer provided written notice is provided to the Village and the Village's consent is obtained prior to such assignment. The Village's consent shall not be unreasonably withheld, conditioned or delayed, provided that the nature of the Project is not substantially changed, and further provided that the assignee is financially capable of fulfilling the obligations of the assignor. Further, no such assignment shall be deemed to release the assignor of its obligations to the Village under this Agreement unless the consent of the Village to the release of the assignor's obligations is first obtained.

J. 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.

K. 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.

L. 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 the date of actual delivery, if delivered personally, or 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 addressed as follows:

TO VILLAGE:

Village of Forsyth
 % Village Clerk 100 E. Broadway
 Forsyth, IL 61462
 Telephone: (309) 734-2141
 Fax: (309) 734-4943

With copy to:

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

TO DEVELOPER:

SC Forsyth, LLC
 % Mr. Adam Firsell, Managing Partner 10 Parkway North Ste. 120
 Deerfield, IL 60015
 Telephone: (312) 881-6491
 Fax:

Ltd. 1701 Clearwater Avenue
 Bloomington, IL 61704
 Telephone: (309) 664-7777
 Fax: (309) 664-7878

M. SUCCESSORS IN INTEREST

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

N. 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.

O. INDEMNIFICATION OF VILLAGE

The Parties acknowledge that the current position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act is not applicable to TIF incentives that are received by private Developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is available online at: <https://www2.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx#qst16>. If the Prevailing Wage Act is determined by a court of law, or agency with the authority to make such determination, to apply to private TIF projects, the Developer shall indemnify and hold harmless the Village, and all Village 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. In addition, the Developer agrees to indemnify and hold harmless the Village for any claim asserted against the Village arising from the Developer's Project and/or this Agreement or any challenge to the eligibility of project costs reimbursed to the Developer hereunder. 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 Village, including but not limited to the reasonable attorney fees of Village.

P. OTHER GENERAL PROVISIONS

1. **Entire Agreement:** The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the Village and the Developer with respect to the subject matter hereof.
2. **Term of the Agreement:** This Agreement shall expire upon Developer having received all incentives included herein, or the end of the TIF District (tax year 2041 payable 2042), 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 prior to timely completion of the Project, or in the event of an uncured default of the Developer of any of the provisions set forth herein.
3. **Amendments to this Agreement:** The Parties hereto may amend this Agreement at any time by their mutual agreement which amendment must be in writing and executed by the Parties.
4. **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.
5. **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 Macon County, Illinois.
6. **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.
7. **Warranty of Signatories:** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF AND THE SIGNATORIES OF THE PARTIES HEREBY WARRANT FULL AUTHORITY TO BOTH EXECUTE THIS AGREEMENT AND TO BIND THE ENTITY ON WHOSE BEHALF THEY ARE SIGNING.

(Signature page follows)

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

VILLAGE OF FORSYTH, ILLINOIS,
an Illinois Municipal Corporation

SC FORSYTH, LLC,
an Illinois Limited Liability Company

By: _____
President, Village of Forsyth

By: _____
Adam D. Firsell, Manager

Date: _____

Date: _____

ATTEST:

Village Clerk, Village of Forsyth

Date: _____

Attachments:

Exhibit 1. Project Description

Exhibit 2. Summary of Estimated TIF Eligible Project Costs

Exhibit 3. Private Request (Form) for Private TIF Eligible Project Costs

EXHIBIT 1**PROJECT DESCRIPTION****SC FORSYTH, LLC**

Forsyth TIF District, Village of Forsyth, Macon County, Illinois

Property Location:

994 US Rt. 51, Forsyth, IL
(PIN 07-07-15-351-006)

PT SW SW-BEG 52.26 E SW
COR N412.64 NE192.49
SE41.33 SE42.79 S355.31
SW250.02POB & (EX HWY
ROW) & (EX RD ROW)
02BK3269/728.

Project Description:

The Project is anticipated to include subdividing the Property as illustrated at right, constructing a freestanding coffee user on the north pad, constructing a single or multi-tenant retail building on the middle pad, and either the renovation, or demolition and replacement of the former Hometown Buffet building on the south end of the Property.

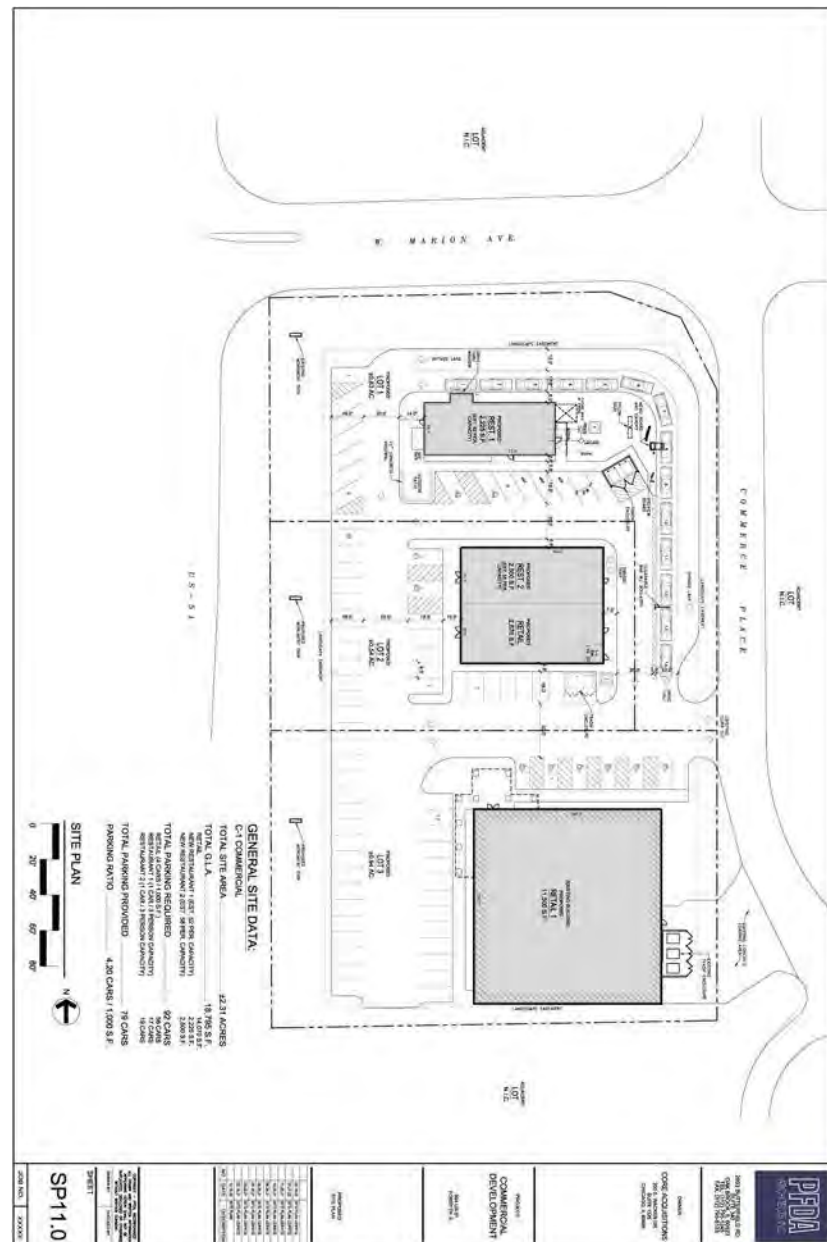


EXHIBIT 2

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

Land and building acquisition	\$1,040,000
Site preparation, demolition, clearing and grading.....	\$710,000
Professional fees (planning, engineering, architectural, legal and accounting)	\$450,000
Marketing of sites (land only).....	\$15,000
Public infrastructure improvements (water, sanitary sewer, stormwater, sidewalks, etc.).....	\$225,000
Long-term interest buy-down (up to 30% of interest cost on Project)	<u>\$275,625</u>
Total <i>Estimated</i> TIF Eligible Project Costs¹	<u>\$2,715,625</u>

¹ The total, cumulative reimbursement of new real estate tax increment generated by the Developer's Project for TIF Eligible Project Costs payable by the Village to the Developer shall not exceed **\$1,100,000.00**, as set forth in this Redevelopment Agreement. The line items set forth in this *Exhibit 2* 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 3**VILLAGE OF FORSYTH, ILLINOIS - FORSYTH TIF DISTRICT I**

**PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
by
SC FORSYTH, LLC**

Date _____

Attention: Village TIF Administrator, Village of Forsyth, Illinois

Re: TIF Redevelopment Agreement, dated _____
by and between the Village of Forsyth, Illinois, and SC Forsyth, LLC,
the "Developer".

The Village of Forsyth is hereby requested to disburse funds from the Special Tax Allocation Fund pursuant to the Redevelopment Agreement described above in the following amount(s), to the Developer and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO. _____
2. PAYMENT DUE TO: SC FORSYTH, LLC
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project 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 2* of the Redevelopment Agreement.

5. The undersigned certifies that:

- 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 construction contracts, plans and specifications heretofore in effect; 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 TIF Eligible Redevelopment Project 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 of the invoices; 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.
6. Attached to this Request for Reimbursement are copies of invoices, proof of payment of the invoices, and Mechanic's Lien Waivers relating to all items for which reimbursement is being requested.

SUBMITTED BY: _____ (Developer)

Title: _____

FOR VILLAGE USE:

REVIEWED BY JACOB & KLEIN, LTD. & THE ECONOMIC DEVELOPMENT GROUP, LTD.

BY: _____

Title: _____ Date: _____

VILLAGE OF FORSYTH, ILLINOIS

BY: _____

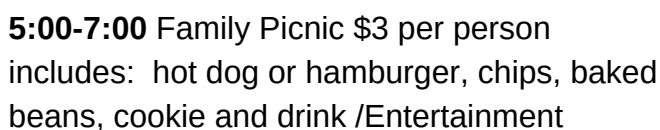
Title: _____ Date: _____

OLD BUSINESS

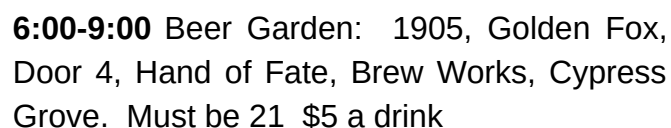
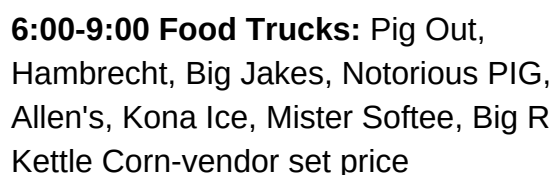
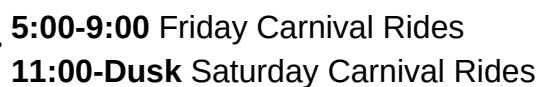
ITEM 6

OLD BUSINESS

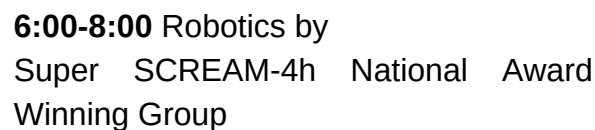
ITEM 7



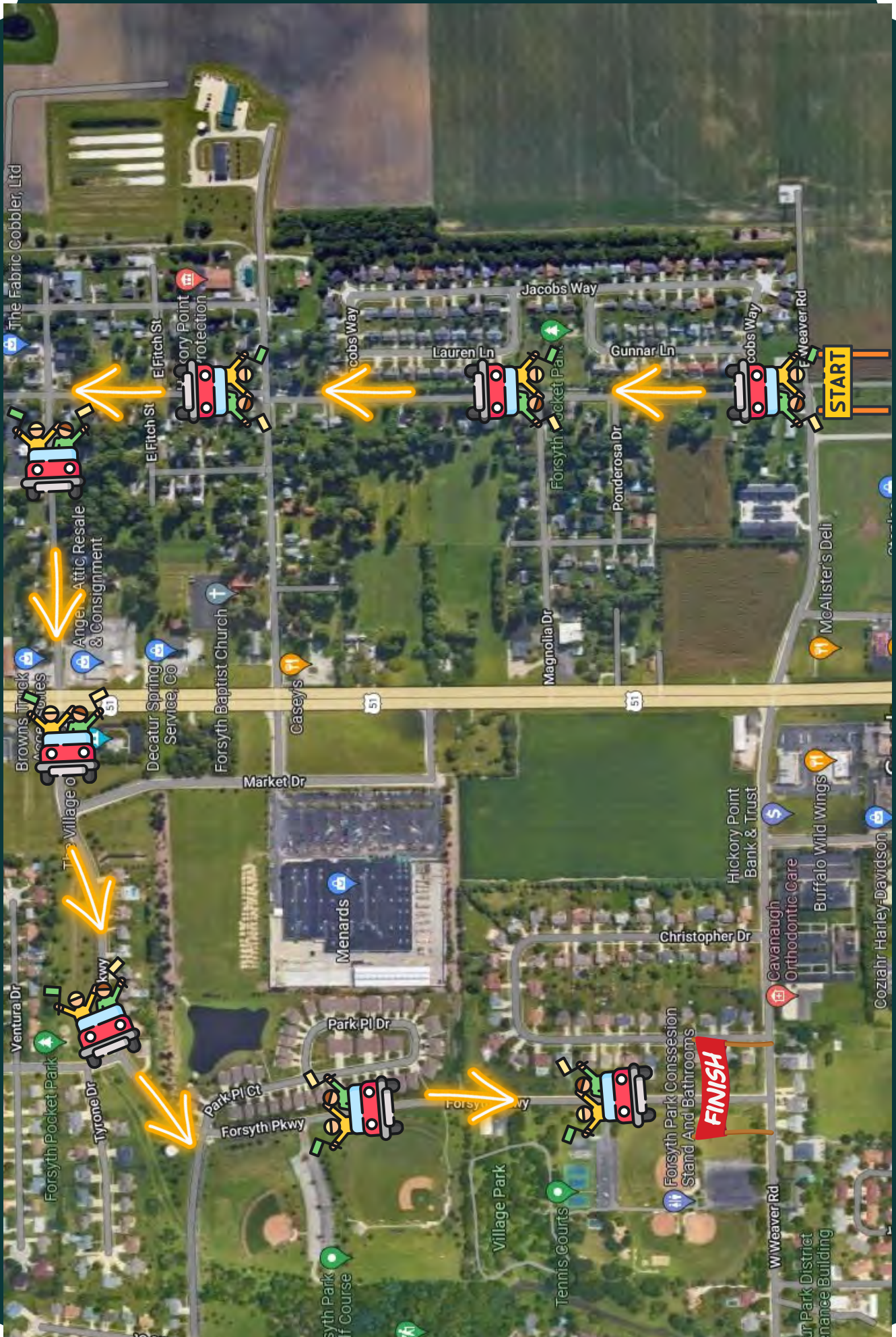
FRIDAY & SATURDAY



SATURDAY



Scovill Zoo, Face painting,
4H, Pawprint Ministries,
Rock Wall (18+), Horse &
Buggy Ride, First
Responder Vehicles



NEW BUSINESS

ITEM 1

MEMORANDUM

To: Planning & Zoning Commission
From: Jill Applebee, Village Administrator
Date: June 7, 2022
Subject: Rezoning Map Amendment

Platinum Properties has requested a rezoning from R-1 to R-3 to have a 20-24 unit apartment complex between 2 buildings on the corner lot of Hickory Point Road and McDonald Ave. Upscale apartments have been something that our community has been requesting and we feel this is something that could help with that request.

Our current ordinance reads an R-3 to be allowed to have:

The R-3: Multiple-Family Residence District provides areas for the development of residential dwellings. Dwelling units could include attached single-family units with 6 dwelling units or less per building, multiple family apartments with 12 dwelling units or less per building, in addition to detached single family dwelling units. Projects shall be processed as Planned Unit Developments when there is a mix of two or more dwelling unit types, or the request contains buildings with more than the permitted number of dwelling units. These areas should have access to streets, classified as a major or collector roadway by the Subdivision Ordinance, and be located in proximity to open space, shopping and employment opportunities

While R-1:

The R-1: Single Family Residence District provides for single-family areas with lots containing a minimum of 7,500 square feet and to permit other uses identified herein which are compatible with the single-family neighborhood character.

The Planning and Zoning committee unanimously voted to NOT approve this for concerns of: safety for bikers/walkers/kids, water run off and the change of feeling for the neighbors

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

Jill Applebee

MAP AMENDMENT APPLICATION CHECKLIST:

- Complete the entire Map Amendment Request Form including:
 - ☐ Owner or Applicant (Please check appropriate box. However, if you are the applicant, contact information is needed for you and the owner.)
 - ☐ Legal Description of the Property (Example: Lot 1, Subdivision, Parcel #, A part of the southwest quarter of the northwest quarter of Section 23, Township 17, North Range 2 east of the 3rd PM, and where the deed is recorded with the Macon County Recorder's Office – (217) 424-1359)
 - ☐ Existing zoning of the property (if unsure please verify with Village Hall)
 - ☐ Proposed zoning of the property
 - ☐ State the existing use of the property.
 - ☐ State the proposed use of the property with the proposed special use request.
 - ☐ Provide a location map showing the property lines, streets, and such items as the Zoning Official may require.
 - ☐ Answer the three questions relating to the map amendment request for the property that will help the Planning and Zoning Commission and Village Board make their decision on the request. For question 3, use the excerpt from the Development Ordinance for Section 9.11 F Standards.
 - ☐ Paying the required fee
 - ☐ Sign and date the form and return to Village Hall
- After the application is deemed complete, Village Hall will create and provide a list of property owners that own property within 250 feet of your property. You are required to send each of them a copy of the notice that will be provided by Village Hall by certified mail at least 10 days prior to the public hearing. The return receipt cards should be returned to Village Hall prior to the hearing, or at the latest, the time of the hearing.

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

Question 3:

Section 9.11 F – Standards:

The Planning and Zoning Commission shall not recommend, nor the Village Board grant, an amendment to alter the zoning district boundary lines, unless it shall determine, based upon the evidence presented to the Planning and Zoning Commission, that:

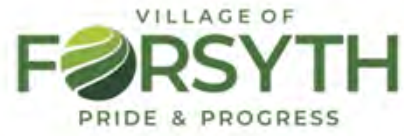
- (1) The amendment promotes the public health, safety, comfort, convenience, and general welfare of the Village, and complies with the policies, Comprehensive Plan, and other official plans of the Village of Forsyth.
- (2) The trend of development in the area of the subject property is consistent with the requested amendment.
- (3) The requested zoning classification permits uses which are more suitable than the uses permitted under the existing zoning classification.
- (4) The property cannot yield a reasonable return if permitted to be used only under the conditions allowed under the existing zoning classification.
- (5) The amendment, if granted, will not alter the essential character of the neighborhood, and will not be a substantial detriment to adjacent property.

VILLAGE OF FORSYTH

301 S. Route 51

Forsyth, IL 62535

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



MAP AMENDMENT APPLICATION

OWNER:

APPLICANT:

Name: _____

Address: _____

Phone Number: _____ E-mail: _____

Property Address: _____ PIN #: _____

Legal Description of the Property:

Current Zoning District: _____

Proposed Zoning District: _____

Existing use of the property:

Proposed use of the property:

*Attach a location map showing the property lines, streets, and such items as the Zoning Official may require.

Address the following items:

1. How does the amendment relate to the Comprehensive Plan?:

2. How does the amendment promote the public health, safety, and general welfare?:

3. How does the amendment fulfill the standards set form in Section 9.11 F Standards (attached checklist):

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

Signature:  Date: _____

For office use only

Date Received: _____

PZC Meeting Date: _____

Application Fee Paid: _____

Board Meeting Date: _____

Approved (Y/N): _____

Ordinance # _____

NEW BUSINESS

ITEM 2

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER
2022-13

**AN ORDINANCE APPROVING AN AMENDMENT TO THE VILLAGE'S ZONING MAP
TO CHANGE THE ZONING AT 361 HICKORY POINT ROAD FROM R-1 SINGLE
FAMILY RESIDENTIAL TO R-3 MULTI-FAMILY RESIDENTIAL**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

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

Village Trustees

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

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

ORDINANCE NO. 2022-13

AN ORDINANCE APPROVING AN AMENDMENT TO THE VILLAGE'S ZONING MAP TO CHANGE THE ZONING AT 361 HICKORY POINT ROAD FROM R-1 SINGLE FAMILY RESIDENTIAL TO R-3 MULTI-FAMILY RESIDENTIAL

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 petition to amend the Zoning Map of the Village was filed by Reed Sullivan for Platinum Properties for the property with the common address of 361 Hickory Point Road, Forsyth, IL 62535 legally described as W436 N500 E1/2 ~ SE1/4 ~ 03BK3313/373 ~ 94BK2551/247 with PIN 07-07-22-426-001 to change the zoning from R-1 Single Family to R-3 Multi-Family Residential allow for a 20-24 unit apartment complex to be constructed; and

WHEREAS, the Illinois Municipal Code allows for the amendment of the Village's Zoning Code and its districts; and

WHEREAS, the Village's Development Ordinance sets for the process for making amendments to the Village's Zoning Map; 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 zoning change; and

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

WHEREAS, at the hearing on May 26, 2022, the Commission voted unanimously to recommend denial of the zoning change; and

WHEREAS, the Village Board of Trustees and the Mayor of the Village of Forsyth believe it is in the best interests of the Village to grant the zoning change as set forth in this Ordinance.

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

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

Section 2. Findings of Fact. The Village Board adopts the findings of fact of the Commission as set forth in the Commission's written Findings of Fact and Recommendation dated May 26, 2022, attached hereto as Exhibit A.

Section 3. Description of the Property. The Property has the common address of 361 Hickory Point Road, Forsyth, IL 62535 legally described as W436 N500 E1/2 ~ SE1/4 ~ 03BK3313/373 ~ 94BK2551/247 with PIN 07-07-22-426-001.

Section 4. Public Hearing. A public hearing was duly advertised in the Decatur Herald & Review and held by the Planning and Zoning Commission on May 26, 2022, at which time the Planning and Zoning Commission voted to recommend denial of the zoning change.

Section 5. Approval of Map Amendment. The Village's Zoning Map shall be amended and the property described herein shall be changed from R-1 Single Family Residential to C-3 Multi-Family Residential.

Section 6. Severability. In the event a court of competent jurisdiction finds this Ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this Ordinance and the

application thereof to the greatest extent permitted by law.

Section 7. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Forsyth prior to the effective date of this Ordinance.

Section 8. Effectiveness. This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this _____ day of _____ 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
FINDINGS OF FACT AND RECOMMENDATION

NEW BUSINESS

ITEM 3

VILLAGE OF FORSYTH

301 S. Route 51
Forsyth, IL 62535

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



ALCOHOLIC LIQUOR LICENSE APPLICATION

Date: 4-24-27

Name of Business: Martini Gasoline Sales Tax # 4257-0541

Name of Applicant: ALIX RODRIGUEZ FELIX RODRIGUEZ ENIKY MARTIN

Address of Business: 104 S Route 51 Business Phone # 217 875 6169

Mailing Address: 104 S Route 51

To: Mayor, Village of Forsyth

Pursuant to the provisions of the Village of Forsyth Liquor Control Ordinance, and pursuant to 235 ILCS 5/5-1 et seq. of the Illinois Compiled Statutes, as amended, the undersigned hereby makes application for an Alcoholic Liquor License as follows:

1. License Class and Annual Fee (check one):

- ☐ Class A – \$3,000 ☐ Class B – \$3,000 ☐ Class C – \$3,000
☐ Class D – \$3,500 ☐ Class H – \$3,000

2. License Period:

Commencing on January 1, 20____ and ending December 31, 20____, or

Commencing on _____ and ending December 31, 20____.

3. Type of Business Entity (check one):

- ☐ Individual ☐ Corporation
☐ Partnership ☐ Other (specify) _____

4. The following information must be provided with respect to any and all individual owners, partners, corporate officers, corporate directors, managers, and, if a corporation, all persons or corporation owning directly or holding more than 10% of the corporation stock:

Name: FELIPE RODRIGUEZ Home Phone # 217 778 0890

Home Address: ALEX RODRIGUEZ
9643 N ROUTE 51 FORZATH IL 62535

Length of Time Engaged in the Business: 11 months

Birth Date: 9/18/77 Birth Place: MEXICO

United States Citizen (Y/N): Y If Naturalized, state date and place: DECATUR

Percentage of stock held or percentile interest in partnership: 50/50

Name: _____ Home Phone # _____

Home Address: _____

Length of Time Engaged in the Business: _____

Birth Date: _____ Birth Place: _____

United States Citizen (Y/N): _____ If Naturalized, state date and place: _____

Percentage of stock held or percentile interest in partnership: _____

Name: _____ Home Phone # _____

Home Address: _____

Length of Time Engaged in the Business: _____

Birth Date: _____ Birth Place: _____

United States Citizen (Y/N): _____ If Naturalized, state date and place: _____

Percentage of stock held or percentile interest in partnership: _____

** Any new individual, that replaces one of the listed individuals, must qualify and shall file a statement with the Village Mayor providing the appropriate information in this application.*

5. If an Illinois corporation, state the date of incorporation: June 2021
If a foreign corporation, state date qualified to transact business in Illinois pursuant to the Illinois Business Corporation Act: _____
6. Description of the Business:

Gas STATION
7. State the location and physical description of the premises or place of business which is to be operated under such license.

104 S Route 51, Forsyth IL, BR Gasstation
 Green canopy, brick building with to go sign
8. State whether each listed individual has ever made a prior application for a similar alcoholic liquor license at the premises described in paragraph 7?

NO
9. State whether each listed individual has ever had a liquor license issued by the Federal government, any State government, or any municipality. _____
If the answer is in the affirmative, state the name of the licensing unit of government, when and where said license was issued.

NO
10. Has each listed individual ever had any previous liquor license revoked? _____
If the answer is in the affirmative, state the date and reason for such revocation.

NO
11. State whether each listed individual ever has been convicted of a felony offense under any Federal or State law and is not disqualified to receive a license by reason of any matter or thing contained in the laws of Illinois or the ordinances of the Village of Forsyth?

NO
12. The applicant and each listed individual agree not to violate any of the laws of the State of Illinois, or of the United States, or any ordinance of the Village of Forsyth in the conduct of his or her place of business.
Initial: FR

13. Along with a completed application, the applicant shall execute and deliver a bond in the sum of \$2,000 to the Village of Forsyth as the obligee.
14. Each applicant shall furnish evidence of insurance coverage against dram shop liability, covering the proposed licensee and the owner of the premises for a full 12-month period from the date of the application.
15. If the applicant does not own the premises for which the license is sought, does the applicant have a lease for the full period for which the license is to be issued?
Attach a copy of said lease to the application.
16. Is the premises within 100 feet (as specified in Section 111.16 of the Village of Forsyth Code of Ordinances) of any church, school, day-care center, hospital, home for the aged or indigent persons, or for veterans, their wives or children, or any military or naval station? NO until 2024
w/option to buy
17. Are the premises for which this license is herein applied for a store or other place of business where the majority of customers are minors of school age or where the principal business transacted consists of school books, school supplies, food, lunches, or drinks for such minors? NO
18. Does the applicant understand and agree that during the license period, any violation of Federal, State, or Village laws and ordinances will be referred to the Village Mayor and that such violation may result in the suspension or revocation of said license? yes
19. Does the applicant understand and agree that the Village Mayor and local law enforcement officials shall have the authority to enter at any time upon the premises licensed hereunder to determine whether any State or Village laws and ordinances have been or are being violated, and at such time to examine the premises of said licensee in connection therewith? yes
20. Does the applicant understand and agree that a license shall be purely a personal privilege, and shall not constitute property, nor shall it be subject to attachment, garnishment or execution, nor shall it be alienable or transferable, voluntary or involuntary, or subject to being encumbered or hypothecated? yes

SIGNATURE OF APPLICANT(S)

CORPORATION SIGNATURES

INDIVIDUAL OR PARTNERSHIP
SIGNATURES

President

Avika moltery

Alex Rodriguez

Secretary

FELIX RODRIGUEZ

STATE OF _____)
) SS
COUNTY OF _____)

The undersigned swears that all statements are true and correct.

Subscribed and Sworn To Before Me

This _____ day of _____, 20_____.

Notary Public

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER
2022-14

**AN ORDINANCE INCREASING THE NUMBER OF OUTSTANDING CLASS C
LIQUOR LICENSES FROM TWO TO THREE**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

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

Village Trustees

Published in pamphlet form by authority of the Mayor and Board of Trustees of the
Village of Forsyth

on _____, 2022

ORDINANCE NO. 2022-14

AN ORDINANCE INCREASING THE NUMBER OF OUTSTANDING CLASS C LIQUOR LICENSES FROM TWO TO THREE

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

WHEREAS, the Illinois Liquor Control Act of 1934, 235 ILCS 5/4-1, sets forth the rights of municipalities to govern and restrict the sale of alcoholic liquor within their communities; and

WHEREAS, Section 4-2 of the Act provides that the Village has the authority to determine the number, kind and classification of licenses for sale at retail of alcoholic liquor, not inconsistent with the Act, and the amount of local licensee fees to be paid for the various kinds of licenses to be issued; and

WHEREAS, Section 4-2 of the Act provides that the Village has the authority to establish such further regulations and restrictions upon the issuance of a local license not inconsistent with the law as the public good and convenience may require; and

WHEREAS, the Village has determined the number and types of liquor licenses that may be issued in the Village; and,

WHEREAS, Alex Rodriguez, on behalf of Mortra Gasoline, has requested that an additional license be added to allow for Mortra Gas Station to sell packaged liquor; and,

WHEREAS, the Mayor and Village Board believe it to be in the best interest of the Village to amend its Code as provided for herein.

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

Section 1. Recitals. The above recitals are incorporated herein by this

reference.

Section 2. Addition of Class C license. Section 111.05 of the Village Code is hereby amended as follows: (added; ~~deleted~~):

...

(3) Class C; package liquor.

(a) Classification. 1. Class C licenses shall authorize the retail sale of alcoholic liquor which may be sold only in original package for consumption off the licensed premises. A Class C license shall not be issued to any licensee at any premises from which gross receipts from the sale of alcoholic liquor will constitute 25% or more of its gross receipts from all sales; and a Class C licensee may not sell alcoholic liquor from what is commonly referred to as a drive up window. A Class C license shall authorize the sale of alcoholic liquor only between the hours of 8:00 a.m. and 10:00 p.m. of each and every day excepting Sunday, and between the hours of 9:00 a.m. and 10:00 p.m. on Sunday.

2. Alcoholic liquor shall not be advertised for sale by means of any signpost or billboard or other means of advertisement located on the exterior of the premises. Advertisements for the sale of alcoholic liquor or displays of alcoholic liquor located on or in the interior of the premises shall not be visible to passers-by from the exterior of the premises.

(b) Number. ~~Two~~ Three; and

(c) Fee. \$3,000.

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. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

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

NEW BUSINESS

ITEM 4

RESOLUTION NUMBER 9-2022

A RESOLUTION APPROVING AN AGREEMENT WITH DUNN COMPANY FOR 2022 ASPHALT PAVEMENT REHABILITATIONS

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

WHEREAS, the Village solicited bids for its 2022 asphalt pavement rehabilitations; and,

WHEREAS, the Village awarded the bid for its 2022 asphalt pavement rehabilitations to Dunn Company on May 17, 2022

WHEREAS, the parties wish to set forth their rights and responsibilities for the 2022 asphalt pavement rehabilitations in the Agreement attached hereto as **Exhibit A**; and,

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

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

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

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

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

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

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

SO RESOLVED this _____ day of June, 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
AGREEMENT WIT DUNN COMPANY

NEW BUSINESS

ITEM 5



NEW BUSINESS

ITEM 6

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: June 7, 2022
Subject: Emergency Radio

Earlier conversations had me charged with pricing radios in the case of an emergency. I have two quotes. One from Barbeck and one from Cleartalk. Both came in at the exact same price. (I only included Barbecks bid, as it was more detailed)

I would like to have a conversation about the need for the radios, and the urgency. I had them quote 20 radios, we could probably go down to 15 radios saving some money.

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

OPTION 1 - OWN IT

QTY	DESCRIPTION	PRICE (EA)	EXTENDED PRICE
1	Motorola SLR™5700 UHF Repeater Standard Package Includes:: • UHF Duplexer (CP10725) • UHF Preselector (HFE8459) • Wall Mount Bracket (PMLE5031A) • RF Jumper Cables (0112004B04, 0112004U04) • RF Surge Suppression (IS-B50LN-C2-ME) • 1/2" Foam Helix Cable (LDF4-50A) x 200' • 1/2" N Male Connectors (L4TNM-PS) x 2 • 1/2" Cable Grounding Kits (SG12-12B2U) x 2 • Omnidirectional Fiberglass Antenna, 2.5dBd (ANT450F2) • Handrail Antenna Mounting Kit (WT-HRM2-72) • Miscellaneous Hardware (J-MISC) • Installation & Programming (Labor-M) • FCC Licensing (Licensing) • 5 Year Warranty	\$14,972.52	\$14,972.52
20	Motorola CP200d™ UHF Portable Radio-DIGITAL Standard Package Includes:: • Li-ion, 2250 mAh, 7.5V Battery (NNTN4497_R) • 90 Minute Rapid Rate Charger (WPLN4138_R) • UHF Whip Antenna (PMAE4016) • 3" Belt Clip (HLN8255) • 3-Year Standard Warranty • Programming	\$552.37	\$11,047.40
TOTAL CAPITAL EXPENSE			\$26,019.92
ANNUAL RECURRING FEES			\$0.00

OPTION 2 - CLEAR TALK

QTY	DESCRIPTION	PRICE (EA)	EXTENDED PRICE
20	Motorola XPR™ 7380 8/900MHz 2.5W NKP, GPS BT WiFi GOB - Enabled Standard Package Includes: • IMPRES™ Lilon Battery IP68 3000mAh (PMNN4493A) • IMPRES™ Single-Unit Charger (PMPN4174A) • 800MHz Whip Antenna 806-870 MHz (PMAF4011) • 2.5" Belt Clip (PMLN7008) • Accessory Dust Cover • Five (5) Year Warranty • Subscriber Programming	\$1,141.17	\$22,823.40

TOTAL CAPITAL EXPENSE	\$22,823.40
ANNUAL <u>RECURRING</u> FEES	\$4,881.60

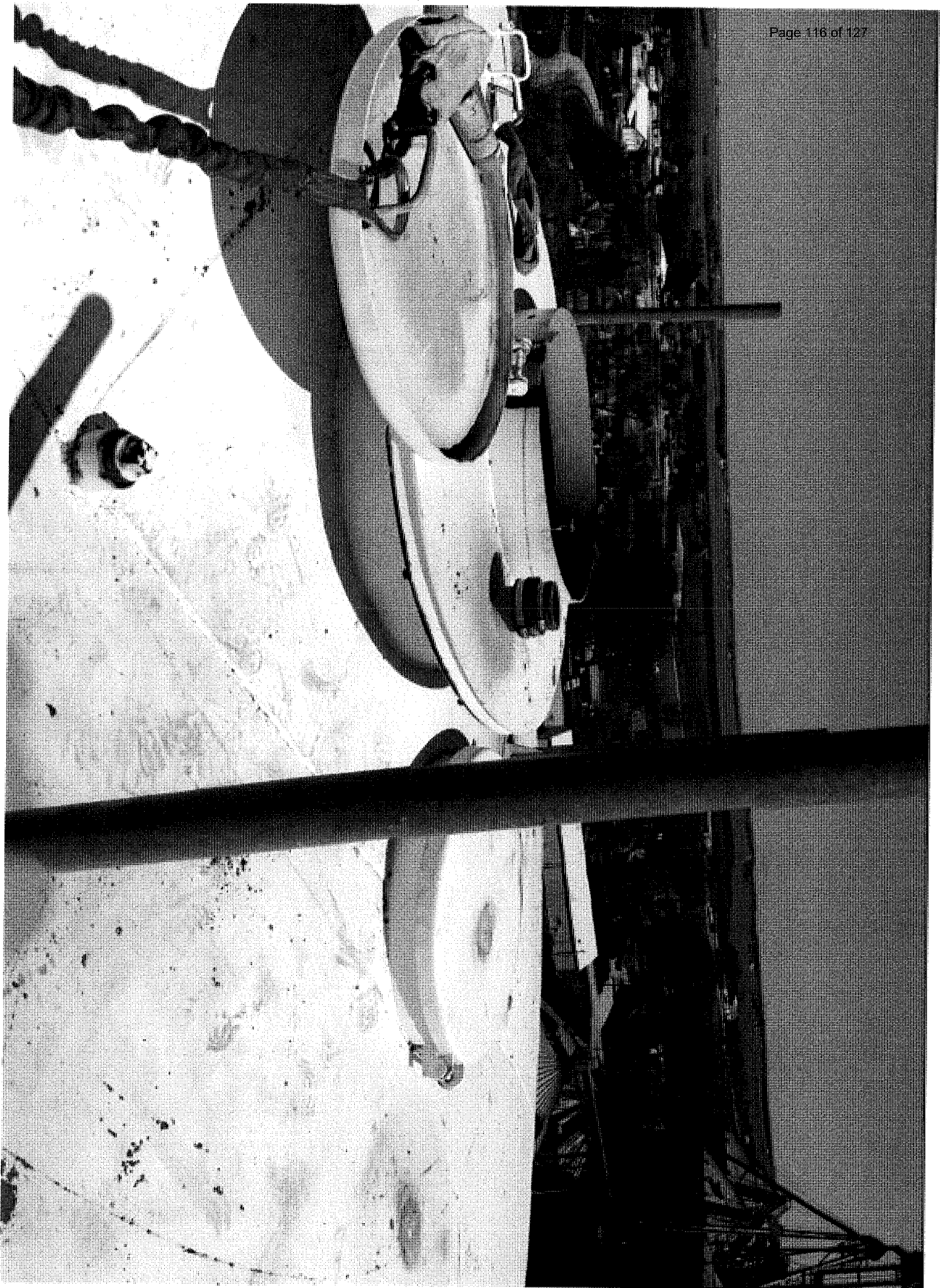
OPTION 3 - STARCOM21

QTY	DESCRIPTION	PRICE (EA)	EXTENDED PRICE
20	Motorola APX900 7/800MHz P25 Digital Trunking Standard Package Includes: • IMPRES™ Lilon Battery IP68 3000mAh (PMNN4493A) • IMPRES™ Single-Unit Charger (PMPN4174A) • 7/800MHz Whip Antenna (NAF5080) • 2.0" Belt Clip (PMLN4651) • Accessory Dust Cover • Three (3) Year Warranty • Subscriber Programming	\$2,887.96	\$57,759.20

(12 cache radios, 8 local use rate)

TOTAL CAPITAL EXPENSE**\$57,759.20****ANNUAL RECURRING FEES****\$3,264.00**





PRODUCT DATA SHEET
MOTOTRBO™ SLR SERIES REPEATER



MOTOTRBO™ SLR 5000 SERIES REPEATER

For your business to be successful, you need dependable voice and data communications that reach every corner of your operations. The MOTOTRBO SLR 5000 Series repeater delivers high performance, high reliability two-way radio service with all the features you need to connect your workplace.

With its sleek form factor and low power consumption, it's engineered for low cost of ownership. And with a huge leap forward in technology, it represents the next generation in repeaters.

Versatile and powerful, MOTOTRBO combines the best of two-way radio functionality with the latest digital technology. It integrates voice and data seamlessly, offers advanced features that are easy to use and delivers increased capacity to meet your communication needs from the field to the factory floor.

Whether you need the simplicity of a single site conventional system, or the powerful trunking capabilities of Capacity Plus, Linked Capacity Plus or Connect Plus, the SLR 5000 Series delivers the power of digital two-way radio to your workforce. It can also operate as an analog repeater (conventional or MPT 1327), or as a mixed mode analog/digital repeater while you transition away from a legacy analog system.

PRODUCT DATA SHEET

MOTOTRBO™ SLR SERIES REPEATER

NEXT GENERATION MOTOTRBO REPEATER

The SLR 5000 Series represents a huge leap forward in design and technology. Based on a wealth of field experience, customer feedback and technological innovation, the product delivers outstanding performance and efficiency for your business two-way radio system. From rock-solid reliability to clever touches like an integrated battery charger, the SLR 5000 Series is truly the next generation in repeaters.

HIGH PERFORMANCE

The SLR 5000 Series is designed to offer round-the-clock reliable operation, even at its continuous full transmit power of 50W. The high-quality design has been validated through Motorola's Accelerated Life Testing (ALT) program, and meets stringent quality criteria.

To deliver reliable coverage throughout your business premises, the product has a next-generation receiver design, with high sensitivity and improved noise blocking. Combined with the 50W transmit output power and digital error correction, this gives you clear voice quality, even in the most adverse conditions.

The SLR 5000 Series supports the full MOTOTRBO feature set, and is compatible with all the MOTOTRBO system architectures: single site conventional, IP Site Connect, Capacity Plus, Linked Capacity Plus and Connect Plus. The IP interface allows you to build applications and consoles directly into your system.

To help you build your system for top performance, MOTOTRBO RF Planning and IP Integration Services are available for purchase.

HIGH EFFICIENCY

The latest RF technology gives the SLR 5000 Series exceptionally good power efficiency. Together with its space-efficient 1U height and low thermal footprint, it gives you a very low cost of ownership.

The product has simple servicing requirements, with field-replaceable Power Amplifier, Power Supply and Modem modules. A front panel USB port allows easy configuration, with optional support for remote management. It also has built-in features such as a 3A battery charger, external alarm ports and an auxiliary power output to ease site installation.

The standard warranty is 2 years, and can be enhanced with Service from the Start: a full service support program that protects your hardware investment with prioritized expert repair, proactive technical support, software updates and more.

DESIGNED FOR THE FUTURE

Motorola is committed to supporting you with even more sophisticated workforce communication solutions as your needs evolve, so the SLR 5000 Series is designed with the future in mind. Compared to first generation repeaters, it has 10x more processing power, 15x more memory and 125x more data storage. The architecture even has provision for expansion modules, should more functionality be required in the future.

MOTOTRBO SLR 5000 SERIES

With excellent performance, high reliability and clever design in a small, slim unit, the SLR 5000 Series repeater is at the heart of a MOTOTRBO professional two-way radio system. To find out more, please contact your local authorized Motorola Channel Partner.



PRODUCT DATA SHEET
MOTOTRBO™ SLR SERIES REPEATER
GENERAL SPECIFICATIONS

	VHF	UHF
Frequency Range	136-174 MHz	400-470 MHz
Channel Capacity	64	
RF Output Power	1-50 W	
Dimensions (H x W x D)	1.75 x 19 x 14.6 in (44 x 483 x 370 mm)	
Weight	19 lbs (8.6 kg)	
Input Voltage (AC)	100-240 Vac, 47-63 Hz	
Current (standby), 110 / 240 V	0.18 / 0.25 A	
Current (transmitting), 110 / 240 V	1.5 / 0.9 A	
Input Voltage (DC)	11.0-14.4 Vdc	
Current (standby)	0.7 A	
Current (transmitting)	9.5 A	
Operating Temperature Range	-22 to +140 °F (-30 to +60 °C)	
Humidity	RH of 95%, non-condensing at 50 °C (122 °F)	
Max Duty Cycle	100%	
FCC Description	ABZ99FT3094	ABZ99FT4096
IC Description	109AB-99FT3094	109AB-99FT4096
Digital Vocoder Type	AMBE+2™	
Battery Charger Capacity	12 V, 3 A	
Connectivity	Tx (N female), Rx (BNC female), USB A receptacle, 2x Ethernet	
Supported System Types	Digital Conventional, IP Site Connect, Capacity Plus, Linked Capacity Plus, Connect Plus Analog Conventional, MPT 1327	

RECEIVER

	136-174 MHz	400-470 MHz
Frequency Range	136-174 MHz	400-470 MHz
Channel Spacing	25* / 12.5 kHz	
Frequency Stability	0.5 ppm	
Sensitivity, 12dB SINAD	0.22 µV	
Sensitivity, 5% BER	0.22 µV	
Selectivity (TIA603D), 25* / 12.5 kHz	83 / 55 dB	80 / 55 dB
Selectivity (TIA603), 25* / 12.5 kHz	83 / 68 dB	80 / 68 dB
Selectivity (ETSI), 25* / 12.5 kHz	70 / 63 dB	
Intermodulation Rejection (TIA603D/ETSI)	82 / 73 dB	
Spurious Rejection (TIA603D/ETSI)	95 / 90 dB	
Audio Distortion	< 1%	
Transmitter Hum and Noise, 25* / 12.5 kHz	-45 / 50 dB	

TRANSMITTER

	136-174 MHz	400-470 MHz
Frequency Range	136-174 MHz	400-470 MHz
RF Output Power	1-50 W	
Max Duty Cycle	100%	
Channel Spacing	25* / 12.5 kHz	
Frequency Stability	0.5 ppm	
Intermodulation Attenuation	40 dB	
Adjacent Channel Power (TIA603D), 25* / 12.5 kHz	78 / 62 dB	
Adjacent Channel Power (ETSI), 25* / 12.5 kHz	78 / 62 dB	
Conducted Spurious Emissions	-36 dBm < 1 GHz, -30 dBm > 1 GHz	
Modulation Fidelity (4FSK)	FSK Error 5%, FSK Magnitude 1%	
Audio Response	TIA603D	
Audio Distortion	< 1%	
Receiver Hum and Noise, 25* / 12.5 kHz	-45 / -50 dB	
Rated System Deviation, 25* / 12.5 kHz	±5.0 / ±2.5 kHz	

* 25 kHz channels not available in the US

Availability is subject to individual country law and regulations. All specifications shown are typical unless otherwise stated and are subject to change without notice.

PRODUCT DATA SHEET
MOTOTRBO™ SLR SERIES REPEATER

For more information on how to make your business more efficient
and better connected, visit www.motorolasolutions.com/mototrbo

Availability is subject to individual country law and regulations.
All specifications shown are typical unless otherwise stated and are subject to change without notice.

Motorola Solutions, Inc. 1301 E. Algonquin Road, Schaumburg, Illinois 60196 U.S.A. motorolasolutions.com

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MOTOTRBO™ XPR™ 3000e SERIES

YOU'RE MORE PRODUCTIVE, CONNECTED.

With this dynamic evolution of MOTOTRBO digital two-way radios, you're better connected, safer and more efficient. The XPR 3000e Series is designed for the everyday worker who needs effective communications. With systems support and loud, clear audio, these next-generation radios deliver cost-effective connectivity to your organization.

CONNECTED

The MOTOTRBO XPR 3000e Series is a family of DMR-standard digital radios that delivers operations-critical voice communications. Bluetooth® audio lets you talk without wires and integrated Wi-Fi® enables remote software updates, giving you complete control of your radio fleet. With support for basic trunking as well as legacy analog technology, you can keep your organization connected as it grows.

SAFE

The XPR 3000e Series is designed to enhanced safety in your organization, with the rapid response capability of instant push-to-talk communications. Even if a worker is unresponsive, you can remotely activate the radio to check status ensuring your worker is safe. Privacy options are available to protect your communications, and radios can be remotely disabled if they are misplaced. New HazLoc models are available for use in areas where flammable or explosive materials are present.

EFFICIENT

With new noise cancellation technology and improved clarity, the XPR 3000e Series delivers excellent audio quality to make your workplace communications clearly intelligible. The latest energy technology delivers up to 28.5 hours of battery life for 3-shift working, and the optional IMPRES Over-the-Air Battery Management tool helps you maximize battery lifetime. An improved receiver boosts range by up to 8%, allowing you to reach further than ever.



NEXT GENERATION FEATURES

- Integrated Wi-Fi®
- Over-the-air software updates
- Bluetooth® 4.0
- Enhanced audio quality
- Improved expandability
- Better battery life (up to 28.5 hours)
- Better range (up to 8%)
- Better waterproofing (IP67)
- HazLoc models available



GENERAL SPECIFICATIONS

	LIMITED KEYPAD (LKP) MODEL		NO KEYPAD (NKP) MODEL	
Model Number	XPR 3500e		XPR 3300e	
Band	VHF	UHF	VHF	UHF
Frequency	136-174 MHz	403-512 MHz	136-174 MHz	403-512 MHz
High Power Output	5 W	4 W	5 W	4 W
Low Power Output	1 W	1 W	1 W	1 W
Channel Spacing	12.5, 25* kHz			
Channel Capacity	128		16	
Dimensions (H x W x D), Radio + Standard Battery	4.8 x 2.2 x 1.4 in (122 x 56 x 36 mm)			
Weight, Radio + Standard Battery	10 oz (281 g)		9 oz (264 g)	
Dimensions (H x W x D), Radio + High Capacity Battery	4.8 x 2.2 x 1.7 in (122 x 56 x 42 mm)			
Weight, Radio + High Capacity Battery	11 oz (309 g)		10 oz (292 g)	
FCC Description	AZ489FT7069	AZ489FT7068	AZ489FT7069	AZ489FT7068
IC Description	109U-89FT7069	109U-89FT7068	109U-89FT7069	109U-89FT7068
Digital / Analog Battery Life ¹ , Standard 2100 mAh Battery	19.5 / 14.0	18.5 / 14.0	19.5 / 14.0	18.5 / 14.0
Digital / Analog Battery Life ¹ , High Capacity 3000 mAh Battery	28.5 / 21.0	27.5 / 21.0	28.5 / 21.0	27.5 / 21.0
Power Supply (Nominal)	7.5 V			



TRANSMITTER SPECIFICATIONS

4FSK Digital Modulation	12.5 kHz Data: 7K60F1D and 7K60FXD, 12.5 kHz Voice: 7K60F1E and 7K60FXE, Combination of 12.5 kHz Voice and Data: 7K60F1W
Digital Protocol	ETSI TS 102 361-1, -2, -3
Conducted/Radiated Emissions (TIA603D)	-36 dBm < 1GHz, -30 dBm > 1GHz
Adjacent Channel Power	60dB (12.5 kHz channel), 70dB (25* kHz channel)
Frequency Stability	± 0.5 ppm

RECEIVER SPECIFICATIONS

Analog Sensitivity (12dB SINAD)	0.16 µV
Digital Sensitivity (5% BER)	0.14 µV
Intermodulation (TIA603D)	70 dB
Adjacent Channel Selectivity, (TIA603A)-1T	60 dB (12.5 kHz channel), 70 dB (25* kHz channel)
Adjacent Channel Selectivity, (TIA603D)-2T	45 dB (12.5 kHz channel), 70 dB (25* kHz channel)
Spurious Rejection (TIA603D)	70 dB

BLUETOOTH SPECIFICATIONS³

Version	4.0
Range	Class 2, 33 ft (10 m)
Supported Profiles	Bluetooth Headset Profile (HSP), Serial Port Profile (SPP), Motorola fast push-to-talk.
Simultaneous Connections	1 x audio accessory
Permanent Discoverable Mode	Optional

AUDIO SPECIFICATIONS

Digital Vocoder Type	AMBE+2™
Audio Response	TIA603D
Rated Audio	0.5 W
Audio Distortion at Rated Audio	3%
Hum and Noise	-40 dB (12.5 kHz channel), -45 dB (25* kHz channel)
Conducted Spurious Emissions (TIA603D)	-57 dBm

WI-FI SPECIFICATIONS

Standards Supported	IEEE 802.11b, 802.11g, 802.11n
Security Protocol Supported	WPA, WPA-2, WEP
Maximum Number of SSIDs	64

ENVIRONMENTAL SPECIFICATIONS

Operating Temperature ²	-22 °F to +140 °F (-30 °C to +60 °C)
Storage Temperature	-40 °F to +185 °F (-40 °C to +85 °C)
Electrostatic Discharge	IEC 61000-4-2 Level 4
Dust and Water Intrusion	IEC 60529 - IP67, 3.3 ft (1m) for 30 mins
Packaging Test	MIL-STD 810D and E

HAZLOC CERTIFICATION

When properly equipped with Motorola UL-Approved battery, XPR 3000e Series radios are UL-Approved to TIA-4950 for use in Hazardous Locations, Division 1, Class I, II, III, Groups C,D,E, F, G; Division 2, Class 1, Groups A,B,C,D, T3C. Tamb = -25°C to +60 °C.

NOTES

1: Typical battery life, 5/5/90 profile at maximum transmitter power with Wi-Fi and applications disabled. Actual observed runtimes may vary.

2: Radio only. Specialized low-temperature battery required for operation below 14 °F (-10 °C)

3: Please check for availability of Bluetooth functionality.

Specifications subject to change without notice. All specifications shown are typical values.

*25 kHz channels not available in USA.

CONNECTION

- VHF Band, 5 W
- UHF Band, 4 W
- LKP Models: Mono screen, limited keypad, 128 channels
- NKP Models: No screen or keypad, 16 channels
- Analog and Digital
- Voice and text only
- Integrated Wi-Fi
- Bluetooth Audio³
- Canned Text Messaging
- Voice Announcement
- Home Channel Reminder

AUDIO

- Intelligent Audio
- IMPRES Audio
- SINC+ Noise Cancellation
- Acoustic Feedback Suppressor
- User-Selectable Audio Profiles
- Trill Enhancement
- Switch Speaker

CUSTOMIZATION

- Wide range of Accessories
- Slim GCAI Connector
- 4 Programmable Buttons (LKP)
- 2 Programmable Buttons (NKP)

MANAGEMENT

- Radio Management
- Over-the-Air Programming
- Over-the-Air Software Update
- IMPRES Energy
- IMPRES Battery Management
- Over-the-Air Battery Management

SYSTEMS

- Dual Capacity Direct Mode
- Conventional
- IP Site Connect
- Capacity Plus Single/Multi Site

SAFETY

- Lone Worker
- Basic Privacy
- Enhanced Privacy
- Transmit Interrupt (Decode)
- Transmit Interrupt (Encode)
- Digital Emergency
- Emergency Search Tone
- Remote Monitor (Decode)
- Radio Disable / Enable (Decode)
- HazLoc certification
- Waterproof to IP67
- Rugged to MIL-STD 810

◦ Optional

MILITARY STANDARDS										
	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G	
	METHOD	PROCEDURE	METHOD	PROCEDURE	METHOD	PROCEDURE	METHOD	PROCEDURE	METHOD	PROCEDURE
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temp	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot	501.5	I/A1, II/A1
Low Temp	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1
Temp Shock	503.1	I	503.2	I/A1/C3	503.3	A1/C3	503.4	I	503.5	I-C
Solar Radiation	505.1	II	505.2	I/Hot-Dry	505.3	I/Hot-Dry	505.4	I/Hot-Dry	505.5	I-A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II/Hot-Humid	507.3	II/Hot-Humid	507.4	-	507.5	II/Hot-Humid
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	-	509.5	-
Dust	510.1	I, II	510.2	I, II	510.3	I, II	510.4	I, II	510.5	I, II
Vibration	514.2	VIII/F, W, XI	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24, II/5	514.6	I/24, II/5
Shock	516.2	II	516.3	I, IV	516.4	I, IV	516.5	I, IV	516.6	I, IV

To get connected with MOTOTRBO, please contact your local Motorola representative or visit motorolasolutions.com/MOTOTRBO



MOTOTRBO™
DIGITAL REMASTERED.

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. motorolasolutions.com

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Barbeck Communications
 645 S. Franklin St.
 Decatur, IL 62521
 Phone: 217-428-7000
 Fax:

**QUOTATION**

Page 1

123001484**Bill To:**

Village of Forsyth, IL
 301 South 51
 Forsyth, IL 62535

Ship To:

Village of Forsyth, IL
 301 South 51
 Forsyth, IL 62535

Contact: Jill Applebee**Contact #:** 217-877-9445**Email:** japplebee@forsyth-il.gov

Date: 05/03/2022		Customer Rep: Eric Smith		Terms: Payment Upon Receipt	
Qty	Description	Unit Price	Extended		

DUE TO COVID 19 RESTRICTIONS CAUSING SO MUCH MARKET VOLATILITY, CERTAIN ELECTRONIC EQUIPMENT MAY HAVE SIGNIFICANT SHIPMENT DELAYS OR MAY BE UNAVAILABLE WITHOUT ANY INFORMATION ABOUT FUTURE AVAILABILITY. BECK TECH WILL DO EVERYTHING POSSIBLE TO EXPEDITE ANY AND ALL PRODUCTS/SERVICES. HOWEVER, WITH MULTIPLE VENDORS/MANUFACTURER'S HAVING SIMILAR DELAYS, MUCH OF THIS IS OUT OF OUR CONTROL. WE ARE ADVISING ALL CUSTOMERS TO PLACE THEIR ORDERS IMMEDIATELY TO HELP ENSURE THAT THEIR PRICES ARE LOCKED IN AND DELIVERY OF EQUIPMENT CAN BE GUARANTEED TO BE HERE ON TIME. DUE TO THIS EXTREME MARKET VOLATILITY WE CAN NO LONGER HOLD PRICING ON QUOTATIONS. BEFORE WE FINALIZE ANY QUOTATION WE WILL DO A MARKET CHECK TO INSURE AVAILABILITY AND FINAL PRICING. WE APPRECIATE YOUR UNDERSTANDING DURING THESE DIFFICULT TIMES.

50% down upon approval, 40% upon receiving equipment, 10% upon completion of project.

1	SLR 5700 Repeater 50W UHF R1	4,045.00	4,045.00
1	"UHF Duplexer (ROHS), 435-470MHz"	1,556.50	1,556.50
1	Cable - N Male/N Male - 24	124.63	124.63
1	Coaxial Cable with Connector - 24	79.20	79.20
1	Andrews DB404 UHF Dipole 3-6Dbi Gain	595.12	595.12
200	1/2" Commscope Cable 50 ohm	2.35	470.00
2	1/2" N Male Connector Positive Stop	30.48	60.96
2	1/2" N Female Connector	30.48	60.96
1	Polyphaser	75.00	75.00
1	DDB Unlimited 30" x 25" x 25" Enclosure Outdoor, OD-30DXC	2,930.00	2,930.00
1	Tripp Lite UPS 500VA 300W International Smart Rackmount	460.95	460.95
1	Tripp Lite Power Strip	116.99	116.99
1	Tower Installation	4,100.00	4,100.00
	Includes: Install new welded pipe mount on water tower Install line exit ports if needed on		

Barbeck Communications
 645 S. Franklin St.
 Decatur, IL 62521
 Phone: 217-428-7000
 Fax:



Page 2

QUOTATION**123001484****Bill To:**

Village of Forsyth, IL
 301 South 51
 Forsyth, IL 62535

Ship To:

Village of Forsyth, IL
 301 South 51
 Forsyth, IL 62535

Contact: Jill Applebee**Contact #:** 217-877-9445**Email:** japplebee@forsyth-il.gov

Date: 05/03/2022		Customer Rep: Eric Smith		Terms: Payment Upon Receipt	
Qty	Description	Unit Price	Extended		
	top end along the line path of the line going up the water tower Install 1 antenna and 1 coax line Test system with anritzu site master				
1	Misc. Hardware	200.00	200.00		
	Misc brackets, tie offs, connectors, cables, needed for installation				
1	Installation Radio system	1,840.00	1,840.00		
	Program repeater Tune Duplexer Set up all equipment in the cabinet, turn on equipment and let burn in 24-48 hours (Check for any manufacturer's defects) Test all the radios with repeater in shop Install equipment at site Make necessary antenna connections to repeater/duplexer Turn on repeater and test coverage throughout Forsyth.				
	Village of Forsyth is responsible for 110v power outlet needed for the cabinet/ repeater system.				
1	FCC License	1,200.00	1,200.00		
	Includes: Application Filing, Frequency Coordination, Construction Filing.				
	Good for 10 years. Any modifications done at a later date may be subjected to additional fees.				
10	XPR3300E 403-512 4W NKP CAPABLE	590.00	5,900.00		
	Comes with single unit charging station, belt clip, dust cover, UHF stubby antenna, Li-ion battery and 5 year Motorola Essential Service Warranty (only 18 months on the battery and 12 months on the accessories).				
2	XPR3500, UHF	727.00	1,454.00		
	Comes with single unit charging station, belt clip, dust cover, UHF stubby antenna, Li-ion battery and 5 year Motorola Essential Service Warranty (only 18 months on the battery and 12 months on the accessories).				
3	Radio Code Plug Generation	200.00	600.00		
	Talkgroup set up & button mapping set up				

C

Barbeck Communications
 645 S. Franklin St.
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 Fax:



Page 3

QUOTATION**123001484****Bill To:**

Village of Forsyth, IL
 301 South 51
 Forsyth, IL 62535

Ship To:

Village of Forsyth, IL
 301 South 51
 Forsyth, IL 62535

Contact: Jill Applebee**Contact #:** 217-877-9445**Email:** japplebee@forsyth-il.gov

Date: 05/03/2022		Customer Rep: Eric Smith		Terms: Payment Upon Receipt	
Qty	Description			Unit Price	Extended
	Create 3 new code plugs: 1 for repeater, 1 for XPR 3300e and XPR 3500e				
12	Radio Programming			40.00	480.00
1	ORDER ASSEMBLY, OPTIMIZATION			450.00	450.00
	Shipping and handling				

Costs for Premium wages are not included in this proposal. Beck Tech's standard working hours are 8am to 5pm, Monday through Friday excluding holidays. Use of this quotation is based upon the understanding that Beck Tech, a Barbeck Company has necessarily assumed certain conditions in order to arrive at its best estimate for doing the work. In the event that actual conditions vary significantly from our assumptions made at the time of the quotation, then a fair adjustment to the price is expected.

Subtotal : \$26,799.31
Applicable taxes are not included

These include but are not limited to:

- Physical conditions significantly different that could not be determined from a reasonable inspection of the Worksite and/or information supplied by customer.
- Inability to start or have reasonable uninterrupted access for Beck Tech until work is completed.
- Reasonable prompt resolution of any questions that may arise in the course of the work, including necessary approvals by the customer or its agents.
- Terms are AS STATED ON THE INVOICE and late charges will be assessed for invoices paid outside of terms.

Thank you for the opportunity to offer this estimate. Please contact us at our main office if you have questions at 217-428-7000.

Signature: _____

PO Number: _____

Date: _____