

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, ILLINOIS
6:30 P.M.
TUESDAY, MARCH 3, 2026
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 FEBRUARY 17, 2026
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

NEW BUSINESS

1. ORDINANCE NUMBER 2026-10 AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF FORSYTH AND CHICK-FIL-A, INC. (VILLAGE ADMINISTRATOR JILL APPLEBEE)
2. ORDINANCE NUMBER 2026-11 AN ORDINANCE AMENDING VILLAGE LIQUOR CODE TO ALLOW FOR SEVEN CLASS A LICENSES (VILLAGE ADMINISTRATOR JILL APPLEBEE)
3. ORDINANCE NUMBER 2026-12 AN ORDINANCE AMENDING VILLAGE LIQUOR CODE TO ALLOW FOR THREE CLASS C LICENSES (VILLAGE ADMINISTRATOR JILL APPLEBEE)
4. DISCUSSION AND POTENTIAL ACTION REGARDING VETERANS MEMORIAL PROJECT SCOPE (VILLAGE ADMINISTRATOR JILL APPLEBEE)
5. DISCUSSION AND POTENTIAL ACTION REGARDING BIKE PATH AGREEMENT AMENDMENT (VILLAGE ENGINEER JEREMY BUENING)
6. DISCUSSION AND POTENTIAL ACTION REGARDING WATER TOWER AND GROUND STORAGE TANK CONSTRUCTION SERVICES (VILLAGE ENGINEER JEREMY BUENING)

ADJOURNMENT

Time: Mar 3, 2026 06:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/88374946253>

Meeting ID: 883 7494 6253

One tap mobile +13126266799,,88374946253# US (Chicago) +13092053325,,88374946253# US

CONSENT AGENDA

ITEM 1

**MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF FORSYTH, ILLINOIS,
HELD AT 6:30 P.M. ON TUESDAY, FEBRUARY 17, 2026
AT FORSYTH VILLAGE HALL**

CALL TO ORDER

Mayor 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 Jeremy Shaw, Trustee Chelsie Kidd, Trustee Dave Wendt, Trustee Jim Ashby, Trustee Jeff London, Trustee Lauren Young (late)

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

Absent: Village Engineer Jeremy Buening

Others Present: none

CONSENT AGENDA

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF FEBRUARY 3, 2026
2. APPROVAL OF WARRANTS
3. APPROVAL OF TREASURER'S REPORT FOR JANUARY 31, 2026

MOTION

Trustee London made a Motion to approve the Consent Agenda as presented and Trustee Shaw seconded the Motion.

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

Yeas: 5 – Wendt, Shaw, London, Kidd, Ashby

Nays: 0 – None

Absent: 1 – Young

Motion declared carried.

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

None.

ADMINISTRATION REPORTS

1. Law Enforcement Report

No law enforcement present.

2. Village Staff Reports

Mayor Peck addressed the following topics with staff: He said the fence slats on the ball diamond look great. He asked if it was possible to create car parking on the boulevard in front of the Oakland park. Public Works Director Fowler said it is possible and will generate further details for consideration. Planning and Zoning Director said the scoreboard installation is weather dependent but will be completed before the season starts. Public Works Director Fowler reported that the water tower project is scheduled to begin the first week of March starting on the south tower first, and both towers are expected to be completed by the end of May depending on weather conditions.

OLD BUSINESS

None.

NEW BUSINESS

1. DISCUSSION AND POTENTIAL ACTION REGARDING LIQUOR CODE (VILLAGE ATTORNEY LISA PETRILLI)

Village Attorney Petrilli explained the current status of liquor licenses and the criteria for each type. Currently there are five class A licenses available. She further explained the liquor ordinance details which state one must be a U.S. citizen, permanent legal resident or hold a proven green card to hold a liquor license. Trustee Wendt was concerned regarding enforcement of the requirements. Village Attorney Petrilli explained the state requirements and reporting process handle this so it is not a concern. If we have concerns we can contact the business to discuss those concerns. The Board discussed the topic.

No Motion needed.

2. ORDINANCE NUMBER 2026-8 AN ORDINANCE AMENDING VILLAGE CODE SECTIONS 111.3 AND 111.4 RELATED TO LICENSES FOR THE SALE OF ALCOHOLIC BEVERAGES (VILLAGE ATTORNEY LISA PETRILLI)

Much of this discussion was held in Item #1 above. Village Attorney Petrilli explained this change would make our ordinance match the State code and would also allow Diamonds & York to have a license. A brief Board discussion ensued.

MOTION

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

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

Yeas: 6 – Wendt, Shaw, London, Kidd, Young, Ashby
Nays: 0 – None
Absent: 0 – None

Motion declared carried.

3. ORDINANCE NUMBER 2026-9 AN ORDINANCE INCREASING THE NUMBER OF OUTSTANDING CLASS A LIQUOR LICENSES FROM FIVE TO SIX (VILLAGE ATTORNEY LISA PETRILLI)

Village Attorney Petrilli summarized the previous Board discussion points on expanding the number of licenses. A brief discussion ensued.

MOTION

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

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

Yeas: 6 – Wendt, Shaw, London, Kidd, Young, Ashby
Nays: 0 – None
Absent: 0 – None

Motion declared Carried.

4. RESOLUTION NUMBER 1-2026 A RESOLUTION APPROVING AND

AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF FORSYTH AND THE DECATUR AREA CONVENTION & VISITORS BUREAU (VILLAGE ATTORNEY LISA PETRILLI)

Administrator Applebee explained that the annual agreement with the Decatur Area Convention and Visitors Bureau is for \$75,000. Trustee Kidd asked how to measure what is actually being generated by that agreement. A discussion was held and Trustee Wendt explained how the liaison by the DACVB works with groups coming to Decatur, Forsyth, and Mt. Zion throughout the year. A lengthy discussion ensued after which it was agreed to amend the agreement to read for one year at \$75,000 or amend it to read as a 3-year agreement for a total of \$225,000 payable in three payments of \$75,000 each.

MOTION

Trustee Wendt made a Motion to approve the agreement with Section 2 modified to read \$75,000 per year for a three (3) year agreement and Trustee Young seconded the Motion.

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

Yeas: 6 – Wendt, Shaw, London, Kidd, Young, Ashby
Nays: 0 – None
Absent: 0 – None

Motion declared Carried.

5. RESOLUTION NUMBER 2-2026 A RESOLUTION APPROVING A LEASE AGREEMENT WITH MAROA-FORSYTH COMMUNITY UNIT SCHOOL DISTRICT NO. 2 (VILLAGE ATTORNEY LISA PETRILLI)

Village Administrator Applebee explained that the current lease between the Village of Forsyth and Maroa-Forsyth Community Unit School District #2 for the use of Ball Diamonds 1, 4 and 5 and the associated concession areas is set to expire at the end of this term. Staff recommends renewal of the current agreement. The Board held a discussion regarding the potential economic impact of this agreement along with a concern for the need for more ballfields to accommodate the increased number of teams. Public Works Director will work out better scheduling with the high school so the youth leagues can practice earlier in the afternoon and evenings.

MOTION

Trustee Wendt made a Motion to approve the Resolution with modifications to Section 4

to change the date to October 1, 2026 instead of October 1, 2024 and Trustee Ashby seconded the Motion.

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

Yeas: 6 – Wendt, Shaw, London, Kidd, Young, Ashby
Nays: 0 – None
Absent: 0 – None

Motion declared Carried.

6. RESOLUTION NUMBER 3-2026 A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE FORSYTH YOUTH LEAGUE AND THE VILLAGE OF FORSYTH (VILLAGE ATTORNEY LISA PETRILLI)

Village Administrator Applebee explained that the current agreement between the Village of Forsyth and the Forsyth Youth League is set to expire on March 31, 2025. Staff recommends renewal of the two-year agreement with no changes to the existing language. The Board briefly discussed the topic and all agreed that Diamond #4 should be included in this as well.

MOTION

Trustee Wendt made a Motion to approve the renewal of the agreement between the Village of Forsyth and Forsyth Youth League with the modification to Section 1 and Section 2 to include Diamond #4 and Trustee Shaw seconded the Motion.

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

Yeas: 6 – Wendt, Shaw, London, Kidd, Young, Ashby
Nays: 0 – None
Absent: 0 – None

Motion declared Carried.

7. DISCUSSION AND POTENTIAL ACTION REGARDING HOTEL/MOTEL TAX FUND REQUEST FOR FUNDING (VILLAGE ADMINISTRATOR JILL APPLEBEE)

Village Administrator Applebee explained she has received three requests for funding from the following entities: 37th Annual Shoreline Classic for \$5000, MidState Cup Soccer Tournament for \$5,000 and Hardy's Race for the Lake for \$5,000. Trustee London felt a

more appropriate amount for the Shoreline Classic would be \$3,000 and after a discussion the Board agreed.

MOTION

Trustee London made a Motion to approve not to exceed \$3,000 for the Shoreline Classic, and Trustee Young seconded the Motion.

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

Yeas: 6 – Wendt, Shaw, London, Kidd, Young, Ashby
Nays: 0 – None
Absent: 0 – None

Motion declared carried.

MOTION

Trustee London made a Motion to approve not to exceed \$5,000 for the MidState Soccer Tournament, and Trustee Wendt seconded the Motion.

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

Yeas: 6 – Wendt, Shaw, London, Kidd, Young, Ashby
Nays: 0 – None
Absent: 0 – None

Motion declared carried.

MOTION

Trustee Wendt made a Motion to approve not to exceed \$5,000 for the Hardy's Race for the Lake, and Trustee Young seconded the Motion.

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

Yeas: 6 – Wendt, Shaw, London, Kidd, Young, Ashby
Nays: 0 – None
Absent: 0 – None

Motion declared carried.

8. DISCUSSION AND POTENTIAL ACTION REGARDING NEW ROAD REPAIR PATCHER (PUBLIC WORKS DIRECTOR DARIN FOWLER)

Public Works Director Fowler explained that \$125,000 is budgeted for the purchase of a new Road Repair Patcher to help with Village road maintenance. He described the exact equipment he feels is best to purchase and also said it performed well in test patches. He recommends purchase of the Sherwin Industries Patcher for a cost of \$83,417.90. A brief Board discussion ensued.

MOTION

Trustee Wendt made a Motion to approve the purchase of the road repair patcher as presented and not to exceed \$83,417.90 and Trustee Kidd seconded the Motion.

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

Yeas: 6 – Wendt, Shaw, London, Kidd, Young, Ashby

Nays: 0 – None

Absent: 0 – None

Motion declared carried.

9. DISCUSSION AND POTENTIAL ACTION REGARDING VETERANS POND AERATOR (PUBLIC WORKS DIRECTOR DARIN FOWLER)

Public Works Director Fowler explained the need for a new aerator for the Veteran's Pond. He explained the research that was done on the product and concluded that the PondStream Scott Model DA-20 was the best choice at a total cost of \$3,944.95.

No Motion was needed as the cost is under the required threshold for Board voting.

ADJOURNMENT

Trustee Wendt made the Motion to adjourn and Trustee London seconded the Motion. All Board members agreed by voice vote, and the meeting was adjourned at 8:10 p.m.

By: Cheryl Marty
Village Clerk

CONSENT AGENDA

ITEM 2

DATE: 03/03/26

Tuesday March 03,2026

PAGE 1

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 AMAZON CAPITAL SERVICES			834.63	
022726	01-41-652	OP SUPPLIES		63.25
022726	01-53-651	OFFICE SUPPLIES		147.83
022726	01-53-913	PROGRAMMING		234.55
022726	01-53-671	BOOKS		230.08
022726	01-53-912	LIBRARY ACCESSORIES		23.95
022726	01-53-909	PURCHASES FROM DONATIONS		134.97
01 AMEREN ILLINOIS			12146.03	
022726	01-11-571	JAN' 26 ELECTRIC SERVICES		494.42
022726	01-41-571	JAN' 26 ELECTRIC SERVICES		964.67
022726	01-41-572	JAN' 26 ELECTRIC SERVICES		336.72
022726	01-41-579	JAN' 26 ELECTRIC SERVICES		505.47
022726	01-52-571	JAN' 26 ELECTRIC SERVICES		3170.97
022726	01-53-571	JAN' 26 ELECTRIC SERVICES		1446.10
022726	51-00-571	JAN' 26 ELECTRIC SERVICES		4075.34
022726	52-00-571	JAN' 26 ELECTRIC SERVICES		1152.34
01 DECATUR AREA CONVENTION			75000.00	
022726	16-00-911-3	ANNUAL CONTRIBUTION FOR 2026		75000.00
01 ATLAS LOCK, INC.			150.00	
54391	01-41-652	REKEY LOCKS		60.00
54511	01-41-652	OP SUPPLIES		90.00
01 BEST ONE OF CENTRAL IL			105.00	
409593	01-52-512	EQUIP MAINT SERVICE		105.00
01 CHASTAIN & ASSOCIATES, LLC			22574.03	
022726	01-11-532	JAN '26 GENERAL ADVISORY		1889.12
022726	01-11-532	JAN '26 GENERAL ADVISORY		1499.88
022726	30-00-898	JAN '26 PR WINDS N/S RD OFF CH20		2339.39
022726	30-00-810-8	JAN '26 WTR TWR/GRD STORAGE/AERATOR		834.79
022726	15-00-864-2	JAN '26 MOON STREET SIDEWALKS		14787.03
022726	15-00-874-2	JAN '26 BARNETT AVE IMPR		1223.82
01 CENTRAL ILLINOIS AG			740.32	
P31583	01-41-612	EXMARK EQUIP MAINT		328.48
P31677	01-52-612	EQUIP MAINT SUPPLIES		13.26-
P32070	01-41-612	EQUIP MAINT KUBOTA		64.25
W30046	01-52-512	GROOMER-EQUIP SERVICE		360.85
01 DECATUR PUBLIC TRANSIT SYSTEM			80000.00	
13217	01-10-913	MICRO TRANSIT VEHICLE		80000.00
01 COLUMN SOFTWARE PBC			155.76	
DEABD0574-0044	01-11-553	AD FOR ADA FLOATING FISHING PLATFOR		42.30
DEABD574-0042	01-11-553	AD FOR DOG FENCE		35.58
DEABD574-0043	01-11-553	AD FOR COMM ROOM FLOORING		38.94
DEABD574-0045	01-11-553	AD FOR SCOREBOARD		38.94
01 AHW LLC CLINTON			78.72	
12298738	01-52-612	EQUIP MAINT MOWER		78.72
01 DECATUR PARKS FOUNDATION			5000.00	
022726	16-00-911	H/M FUND REQUEST FOR 2026		5000.00

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
01 CENGAGE LEARNING INC/GALE			112.45	
999102408858	01-53-671	BOOKS		62.97
999102416498	01-53-671	BOOKS		49.48
01 ILLINOIS PUBLIC WORKS MUTUAL A			100.00	
5465	01-41-560	ANNUAL MEMBERSHIP		100.00
01 KEVIN BIRD			2307.50	
022726	01-41-614	SAND-STREET MAINT SUPPLIES		2307.50
01 KEY EQUIPMENT & SUPPLY CO.			952.70	
STL210792	01-41-612	STREET SWEEPER-EQUIP MAINT		952.70
01 LINDE INC.			9332.99	
54856131	51-00-656	CHEMICALS		9332.99
01 MACON COUNTY RECORDER			53.00	
2026R-001967	01-11-553	RELEASE LIEN 200 HICKORY PT CT		53.00
01 MATHENY HEATING & COOLING			100.00	
33809	01-41-511	BLDG MAINT SERVICE		100.00
01 MENARDS			1091.13	
022726	01-41-652	OP SUPPLIES		264.99
022726	01-52-655	FUEL		142.47
022726	01-52-652	OP SUPPLIES		62.92
022726	01-41-614	STREET MAINT SUPPLIES		201.83
022726	01-52-612	EQUIP MAINT SUPPLIES		39.52
022726	01-41-653	SMALL TOOLS		79.98
022726	01-53-611	BLDG MAINT SUPPLIES		16.49
022726	01-10-917	RUDOLPH MARKET		86.60
022726	51-00-652	OP SUPPLIES		8.22
022726	01-41-471	UNIFORMS		49.99
022726	01-53-913	PROGRAMMING		49.62
022726	01-53-909	PURCHASES FROM DONATIONS		88.50
01 MIDSTATE SOCCER CLUB			5000.00	
022726	16-00-911	H/M FUND REQUEST FOR 2026		5000.00
01 MISSISSIPPI LIME COMPANY			6343.68	
CD177193	51-00-656	CHEMICALS-LIME		6343.68
01 MARYBETH WUJEK			213.27	
022726	01-10-917	RUDOLPH MARKET		213.27
01 PRAIRIE COMPUTER NETWORK SOLUT			960.00	
1697	01-11-537	ANTI-VIRUS ANNUAL RENEWAL		960.00
01 PEST OUTPOST LLC			268.52	
8351	01-41-612	EQUIP MAINT GRASSHOPPER		126.23
8362	01-52-612	EQUIP MAINT-BLADES		142.29
01 PRIMO CUSTOM APPAREL AND			1632.00	
151856	01-41-471	UNIFORMS		800.00
151856	01-52-471	UNIFORMS		832.00
01 PYROTECNICO FIREWORKS, INC			6000.00	
022726	01-10-914	DEP ON 6-20-26 FIREWORKS		6000.00
01 RANDY'S EXPER-CLEAN			1950.00	
11164	01-53-511	LIB CLEANED CARPET		1950.00

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 AT & T			876.16	
022726	52-00-552	783 STVNS CRK PHONE LINE		218.01
022726	52-00-552	101 HUNDLEY PHONE LINE		218.01
022726	52-00-552	440 HUNDLEY PHONE LINE		218.01
022726	52-00-552	815 W FORSYTH PKWY PHONE LINE		222.13
01 SHERMAN WILLIAMS CO.			1286.66	
32711126360226	51-00-652	WTP PIPING PAINT		643.17
33172126360226	51-00-652	OP SUPPLY PAINT		643.49
01 SHORELINE CLASSIC			3000.00	
022726	16-00-911	H/M FUND REQUEST FOR 2026		3000.00
01 SORLING, NORTHRUP, HANNA, CULL			7187.50	
235746	01-11-533	JAN '26 LEGAL SERVICES		7187.50
01 SPEED LUBE			67.95	
00011-9751	01-52-513	OIL CHANGE '21 RAM		67.95
01 STOLLEY TERMITE & PEST CONTROL			110.00	
022726	01-11-511	VH MONTHLY BUG SPRAY		45.00
022726-1	01-53-511	LIB MONTHLY BUG SPRAY		65.00
01 THIRD MILLENNIUM ASSOCIATES, I			441.71	
33985	51-00-549-1	W/S BILLING SERVICE FOR 3-1 BILLS		220.85
33985	52-00-549-1	W/S BILLING SERVICE FOR 3-1 BILLS		220.86
01 US POSTAL SERVICE (CAPS)			786.42	
022726	51-00-549-1	W/S POSTAGE FOR 3-1 BILLS		393.21
022726	52-00-549-1	W/S POSTAGE FOR 3-1 BILLS		393.21
01 VALUE LINE PUBLISHING INC			1298.00	
022726	01-53-671	SUBSCRIPTION		1298.00
01 VERMEER SALES & SERVICE			780.28	
578209	01-41-512	EQUIP SERVICE CHIPPER		780.28
01 VILL OF FORSYTH			150.00	
0272726	01-11-571	W/S UTILITIES 1-20 TO 2-20		150.00
01 WATER SOLUTIONS UNLIMITED, INC			2945.49	
7270110A	51-00-656	CHEMICALS		2945.49
** TOTAL CHECKS TO BE ISSUED			252131.90	

SYS DATE:02/27/26

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 84
Tuesday March 03,2026

SYS TIME:08:14
[NW1]

DATE: 03/03/26

PAGE 4

Page 14 of 87

FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
GENERAL FUND			117697.86	
MOTOR FUEL TAX FUND			16010.85	
HOTEL/MOTEL TAX FUND			88000.00	
CAPITAL PROJECT FUND			3174.18	
WATER OPERATIONS			24606.44	
SEWER OPERATIONS			2642.57	
*** GRAND TOTAL ***			252131.90	
TOTAL FOR REGULAR CHECKS:			245,788.22	
TOTAL FOR DIRECT PAY VENDORS:			6,343.68	

ADMINISTRATION REPORTS

ENGINEER'S REPORT

Forsyth: March 3, 2026 Board Meeting

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

CHASTAIN
CONSULTING ENGINEERS

Project 6928 – Maroa-Forsyth Grade School Bike Path

No Update until spring.

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

All construction is complete and the final walk-through was completed on October 14th, 2025. The only punch list item identified was for the germination of the grass seed. Once that occurs, the project will officially be closed out. IDOT final documentation review in progress.

Project 8595 – Barnett Ave Improvements

This project consists of the rehabilitation and/or reconstructing Barnett Ave from the mall entrance to Koester Drive. The construction of this project is being funded by DUATS federal funds so federal procedures must be followed.

Appraisers are finishing up their work so we can complete the design and move into the bidding phase. The transfer in ownership of the old Applebees' property delayed the negotiations, but they are moving forward.

Project 8700 – Water Towers, Ground Storage Tank, & Aerator Maintenance

This project consists of painting and general repairs on the two water towers, the ground storage tank at the water treatment plant, and the aerator standpipe at the water treatment plant.

The kickoff meeting was held on Tuesday, December 2, 2025. The contractor, Dynamic Industrial Services Inc. is anticipating the following construction schedule: North Tower in May, South Tower in August, and the Ground Storage Tank and the Aeration Standpipe in November. A contract for engineering construction services is being presented for consideration at this Board Meeting.

The painting contractor has submitted a construction schedule. We will be coordinating with Darin Fowler to ensure that minimal disruptions to the water system occur.

Project 9177.02 – Prairie Winds Access Road and Utility Construction

No Update until spring.

Signed contracts have been received and the Notice to Proceed has been issued. Roadway curb and gutter and pavement installations are complete. Earthwork is complete. Pavement striping and signage are on hold until the weather hits an appropriate temperature.

Project 9294 – Moon Street Improvements

This project completes the Phase II design for the Moon Street sidewalk improvements. The proposed improvements include replacing existing sidewalks and install new sidewalks. Sidewalks interconnect with each other as well as neighboring schools and library. Improvements also include driveway replacement, drainage structure adjustment and installation, curb and gutter replacement, grading, storm sewer installation, and parkway restoration.

Chastain has been completing additional design and compiling project plans. IDOT returned the Biological Review but not the Cultural. As soon as that is received, final engineering design can be submitted for IDOT approval and then the project can be locally let. We do not have an exact timeline yet due to not having the results Cultural Review.

Public Works Report 2-25-26

Village:

- * Walked down Oakland / Weaver intersection with Chastain for intersection repairs. Also looked at Oakland Ave patch repairs and Oakland Park for possible parallel parking stalls.
- * Filled potholes again, mainly in the Barnett / RT 51 area.
- * Village trash pickup.

Village to do list:

- * Need to repair storm grates / sink holes throughout the Village.

Village Priorities for the upcoming months:

Library landscaping, new sidewalk, AC pads, and new generator.

Parks:

- * Started Disc Golf updates with new holes, it is taking shape.
- * Rolled ballfield grass areas.
- * Started removing sand from volleyball court. We will be moving it to just east of batting cages.
- * Working to get two more quotes for a plan to stock Forsyth Nature Park Pond.

Parks to do list:

- * HS ball season.
- * Eagle Scout Project is to add new trail exercise equipment. Site has been dugout and we are waiting on the arrival of new equipment (in route) and mulch.

Park Priorities for the upcoming months:

Scoreboards (asap), Field 3 fence / dugouts (fall), docks, trail lighting.

Water Treatment Plant / Sewer:

- * Continued with meeting monthly / annual Illinois EPA sampling, analysis requirements and reporting.
- * Still working on Water Treatment Plant restoration following August '25 lightning strike (VFD's quote obtained – working with insurance, North Tower/Well 3/Stevens Creek LS SIM cards sent to Second Sight – establish cellular communications).
- * Tower maintenance to begin early March.

Water / Sewer priorities and to do list is:

- * Plant Chemical scale replacements, filtered water pump changeout/PM/spare.

Thanks for reading,
Darin

NEW BUSINESS

ITEM 1

NEW BUSINESS

ITEM 2

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: March 3, 2026
Subject: Ordinance Increasing Number of Class A Liquor Licenses from Six to Seven

Background

The attached ordinance amends Section 111.05 of the Village Code to increase the number of outstanding Class A (Restaurant) liquor licenses from six (6) to seven (7).

The Illinois Liquor Control Act authorizes municipalities to determine the number and classification of liquor licenses issued within their jurisdiction. This amendment is consistent with that authority and does not change the operational requirements or restrictions associated with the Class A license.

Krekels, located at 910 US Route 51, has submitted an application for a Class A liquor license in order to sell all types of liquor in conjunction with its restaurant operations, as outlined in the ordinance recitals.

Summary of Amendment

The ordinance:

- Amends Section 111.05(b) of the Village Code to change the number of Class A licenses from Six (6) to Seven (7).
- Maintains all existing requirements for Class A (Restaurant) licenses, including:
 - Alcohol sales only for on-premises consumption
 - Alcohol not exceeding 25% of gross receipts
 - Service only in conjunction with food sales
 - No bar or exterior advertising visibility

There are no other changes to the liquor code within this ordinance.

Financial Impact

There is no negative fiscal impact associated with this amendment. Approval will allow the Village to collect the applicable Class A liquor license fee for the additional license.

Recommendation

Staff recommends approval of the ordinance increasing the number of Class A liquor licenses from six to seven to accommodate the pending application and support local restaurant development within the Village.

Suggested Motion

I move to approve An Ordinance Increasing the Number of Outstanding Class A Liquor Licenses from Six to Seven, as presented.

Liquor License Checkoff for 2026									
2/17/2026									
	Business	Class	\$\$\$	Appl.	Fee Paid	Insurance	Bond	Lease	New License Issued & Mailed
1	Pizza Place on Main	A	3000	X	X	X		N/A	2/18/2026
2	Buffalo Wild Wings	A	3000	X	X	X	yes	10/17/2031	12/17/2025
3	Diamonds & Yolk	A	3000	X	X	X		N/A	2/18/2026
4	Red Lobster	A	3000	X	X	X	12/31/2026	7/31/2039	12/17/2025
5	Texas Roadhouse	A	3000	X	X	X	11/5/2026	5/28/2028	12/17/2025
6	Emily's	A	3000	X	X	X		12/31/2031	2/18/2026
7		A1	3000	no longer available per Board vote 11/18/25					
8	Casey's	C	3000	X	X	X	continuous	N/A	12/17/2025
9	Circle K	C	3000	X	X	X	11/5/2026		12/17/2025
10	Friar Tuck	D	3500	X	X	X	7/15/2026	4/15/2024	12/17/2025
11	Homewood Ste	H	3000	X	X		10/6/2026	N/A	12/17/2025
12	Residence Inn	H	3000	X	X	X	continuous	N/A	12/17/2025
	Mailed renewal letters on: Oct. 14, 2025								
	Mailed licenses on: 12/19/2025								
	Buffalo Wild Wings = Wingman V. LLC								
	Circle K - Mac's Convenience Store								
	Residence Inn = Tharaldson								
	2/17/26: Board voted to increase Class A from 5 to 6								

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER ____

**AN ORDINANCE INCREASING THE NUMBER OF OUTSTANDING CLASS A
LIQUOR LICENSES FROM SIX TO SEVEN**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

JIM ASHBY
JEFF LONDON
CHELSIE KIDD
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 _____, 2026

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

ORDINANCE NO. _____

AN ORDINANCE INCREASING THE NUMBER OF OUTSTANDING CLASS A LIQUOR LICENSES FROM SIX TO SEVEN

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 wishes to amend its Code to add to the number of outstanding Class A liquor licenses; and

WHEREAS, Krekels, located at 910 US Rt. 51, completed an application for a Class A license to allow for it to sell all types of liquor as a part of its restaurant business; 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 A license. Section 111.05 of the Village Code is hereby amended as follows: (added; ~~deleted~~):

...

1) Class A; restaurant.

(a) *Classification.* Class A licenses shall authorize the retail sale of alcoholic liquors at a restaurant for consumption only on the premises where sold. A Class A license shall not be issued to any licensee whose gross receipts from the sale of alcoholic liquor will constitute 25% or more of its gross receipts from all sales. A restaurant shall comply with the following regulations.

1. Alcoholic liquors shall be sold, served, and consumed only between the hours of 11:00 a.m. and 1:00 a.m.

2. Alcoholic liquors shall be sold, served, and consumed only with and in conjunction with the sale of food for consumption in the public dining room on the premises, except that alcoholic liquors may also be sold, served, and consumed in adjacent rooms used to accommodate persons waiting to be seated in the public dining room.

3. Alcoholic liquors shall be sold and served only in individual orders and in proper containers for immediate consumption on the premises and not in bottles, casks, kegs, or any container suitable for the transportation of the alcoholic liquor from the dining rooms of the premises in which any liquor is served.

4. Alcoholic liquors shall not be prepared, poured, or mixed for sale or service in any dining room, nor shall there be any bar or display of alcoholic liquors in any dining room.

5. Alcoholic liquors 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 liquors or displays of alcoholic liquors located on or in the interior of the premises shall not be visible to passers-by from the exterior of the premises.

(b) *Number. Six Seven*; and

Section 2. 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 3. 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 4. 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 _____ 2026, at Forsyth, Macon County, Illinois.

	YES	NO	ABSENT	PRESENT
ASHBY				
KIDD				
LONDON				
SHAW				
WENDT				
YOUNG				
PECK				
TOTAL				

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

VILLAGE OF FORSYTH

301 S. Route 51

Forsyth, IL 62535

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



VILLAGE OF FORSYTH, ILLINOIS

ALCOHOLIC LIQUOR LICENSE APPLICATION

Date: 2/12/26Name of Business: Krekel's North Inc Sales Tax # 4167-2127Name of Applicant: Chad KrekelAddress of Business: 910 S Route 51 Business Phone # 217-875-4044Mailing Address: 910 S Route 51, Forsyth IL 62535

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 SE - \$250 ☐ Class H - \$3,000
☐ Class A1 - \$3,000

2. License Period:

Commencing on January 1, 2026 and ending December 31, 2026, 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: Chad Krekel Home Phone # 217-791-1302
 Home Address: 2175 N. 1300 East Rd. White Heath, IL. 61884
 Length of Time Engaged in the Business: 1987
 Birth Date: 10-12-1985 Birth Place: Decatur, IL.
 United States Citizen (Y/N): Y If Naturalized, state date and place: _____
 Percentage of stock held or percentile interest in partnership: 100%

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: 4/1/2015
If a foreign corporation, state date qualified to transact business in Illinois pursuant to the Illinois Business Corporation Act: _____
6. Description of the Business:

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

910 S Rader St, Forsyth IL - Kreeba North Inc Restaurant
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. NO
If the answer is in the affirmative, state the name of the licensing unit of government, when and where said license was issued.
10. Has each listed individual ever had any previous liquor license revoked? NO
If the answer is in the affirmative, state the date and reason for such revocation.
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: CAK

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? yes
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
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)

CORPORATE SIGNATURES

INDIVIDUAL OR PARTNERSHIP
SIGNATURES

Chad A. Kim

President

Secretary

STATE OF Illinois)
) SS
COUNTY OF Macon)

The undersigned swears that all statements are true and correct.

Subscribed and Sworn To Before Me

This 12 day of February, 2024.

Denise K Gentry

Notary Public



LEASE

THIS LEASE IS MADE, effective November 1, 2022, by Xerxes Properties, LLC-2, an Illinois limited liability company (Lessor), and Chad Krekel and Deana Renee Krekel, individually, d/b/a Krekel's North (Lessee).

RECITALS:

A. Lessor owns the property commonly known as 910 S Route 51, Forsyth, IL 62535. Lessor owns a building on such property.

B. Lessor desires to Lease to Lessee, and Lessee desires to Lease from Lessor, the premises described in Recital A pursuant to the terms of this Lease.

C. The parties desire to enter into this Lease for Lessor's leasing to Lessee, and Lessee's leasing from Lessor, of the Leased Premises pursuant to the terms of this Lease.

IT IS THEREFORE AGREED:

1. Definitions: In this Lease:

- (a) "Lessor" means Xerxes Properties, LLC-2;
- (b) "Lessee" means Chad Krekel and Renee Krekel, jointly and severally, d/b/a Krekel's North;
- (c) "Section" means a section or subsection of this Lease;
- (d) "the Leased Premises" means the premises commonly described as 910 S Route 51, Forsyth, Illinois;
- (e) "the Leased Building" means the building located on the Leased Premises;
- (f) "the Leased Parking Area" means the parking area on the Leased Premises together with all areas appurtenant to the parking area;
- (g) "the Lease Term" means the 5-year period described in Section 3 together with, if applicable, the period commencing on the date of Lessees opening of business through February 28, 2023;
- (h) "a Property Insurance Policy" means a standard form fire and/or property insurance policy with extended coverage, vandalism and malicious mischief, special extended coverage ("all risk") and earthquake coverage endorsements.
- (i) "this Lease" means this Lease concerning the Leased premises; and

2. **Premises Leased:** Lessor hereby Leases to Lessee the Leased Premises during the Lease Term, subject to all rights, easements and privileges restricting the Leased Premises. Lessee has examined and knows the condition of the Leased Premises, including specifically the Leased Building, and accepts the same ~~in as is condition as in good order and repair~~. No representations as to the condition or repair of the Leased Premises, including the Leased Building have been made by or in behalf of Lessor.

3. **Term:** The Lease Term shall commence on March 1, 2023 and continue through February 28, 2028. If Lessee is able to open its business prior to the stated Lease Term, Lessor agrees that Lessee may rent the Leased Premises from such opening date through February 28, 2023 on the same terms as this Lease, including both base rent and additional rent.

4. **Rent:** Lessee shall pay to Lessor base rent during for the five years of the Lease Term in advance in 60 equal monthly installments of \$4,000.00. Lessee shall pay to Lessor as additional rent during the entire Lease Term monthly installments of \$850.00 per month for real estate taxes and property insurance premiums with an annual reconciliation to increase the same for increases in the amount of such real estate taxes and property insurance premiums.

The first monthly rent installment is due on the earlier of the business opening or March 1, 2023, and the 59 installments subsequent to March 1, 2023 are respectively due on the same day of each month thereafter during the Lease Term. All payments due to Lessor for base rent, additional rent or otherwise pursuant to this Lease shall be made payable to "Xerxes Properties LLC-2," and delivered to Mr. Christopher Dowd, ~~3104 North Armenia Avenue, Suite 2, Tampa, FL, 33629~~ or such other manner or place as Lessor shall from time to time designate in writing. Lessee agrees that if any base rent payment and/or additional rent payment is not paid in full within 10 days of the due date, then Lessee shall pay to Lessor a late charge of 10% of the amount of each of such late base rent payment and additional rent payment for each month or fraction thereof that said base rent payment is made beyond the date due.

5. **Utilities:** Lessee shall pay, when due, each charge for utilities (including without limitation electricity, water, sewer, natural gas, garbage and waste removal, and telephone service) provided to or for the Leased Premises at any time during the Lease Term and any other period of occupancy of the Leased Premises by Lessee.

6. **Taxes:** Lessor shall pay, when due, all real estate taxes for the property.

7. **Maintenance and Repairs:** (a) Lessor shall, at its expense, maintain and repair when necessary the outside walls and roof of the Leased Building. ~~Lessor shall also be responsible for the utility service lines providing plumbing, heating, water, air conditioning and electrical services and for the repair or replacement of any pumps, motors or fixtures relating to the plumbing, heating, water, air conditioning or electrical systems. It is agreed that Lessor shall not be responsible for any damage sustained by Lessee to any of its furniture, furnishing, fixtures, equipment or otherwise by reason of a needed repair or replacement which is the obligation of the Lessor unless Lessee has first notified Lessor in writing of such needed repair or replacement, provided however, that Lessor shall have a reasonable post-notice allowance of time to see to the needed repair or replacement.~~

(b) Lessee shall at its expense maintain ~~and repair the roof and~~ the interior of the Leased Building, all HVAC, plumbing, mechanical and electrical including utility services to the building, including interior cleaning, following Lessee's occupancy thereof and the Leased Parking area and all appurtenant areas. Maintenance is understood to include the normal and regular cleaning of the Leased Premises including, but not limited to, the replacement of fuses and light bulbs and the repairs of switches, ballast units, clogged drains in sinks and restroom facilities, and such other like type maintenance matters.

(c) The taking of possession by Lessee of the Leased Premises shall be conclusive evidence as against Lessee that the Leased Premises are in good order and satisfactory condition when Lessee took possession expecting only latent defects and those deficiencies set forth in a notice form Lessee to Lessor given within 10 days of the taking of such possession.

Notwithstanding anything to the contrary in this Lease, Lessee accepts the Leased Building, including all utilities and mechanical components thereof as is.

8. Possession and Quiet Enjoyment: Lessee shall be entitled to possession of the Leased Premises on the date of this Lease, and have quiet and peaceful enjoyment thereof during the Lease Term so long as Lessee shall fulfill each and every obligation of Lessee pursuant to this Lease.

9. Use of Premises: During the Lease Term and any other period of occupancy of the Leased Premises by Lessee, (a) the Leased building shall be used and occupied solely for a restaurant, and (b) Lessee shall (1) operate 100% of the Leased Premises, (2) fully and promptly comply with all laws, ordinances, other governmental rules and regulations, and/or lawful Orders applicable to the Leased Premises, and Lessee's use and occupation thereof, (3) conduct Lessee's business in and on the Leased Premises during the regular and customary hours for such types of business, including night hours, and (4) maintain the Leased Premises in a clean and orderly manner.

At all such times, (a) no household pets or other animals shall be kept or maintained in or on the Leased Premises, (b) no auction, fire or bankruptcy sales shall be conducted in or on, or adjacent to, the Leased Premises without Lessor's prior express written consent, and (c) no waste shall be committed, and nothing shall be done on the Leased Premises that will injure the reputation thereof, create a nuisance, or increase the premiums for, or invalidate, any insurance policy insuring the Leased Premises.

The Leased Parking Area shall be used solely for parking by Lessor's employees, customers and suppliers.

Irrespective of any other provision(s) of this Lease to the contrary, Lessee shall comply with (a) any and all laws, ordinances, other governmental rules and regulations, and/or lawful Orders which require structural alterations or changes to the Leased Premises and/or (b) the Americans with Disabilities Act in and on the Leased Premises, all of which shall be the sole responsibility of Lessee. Each expense for, or in connection with, Lessee's compliance with the subject laws, ordinances, other governmental rules and regulations, and lawful Orders, which is, (a) pursuant to this Lease, to be at Lessee's expense, and (b) is paid by Lessor, shall be deemed additional rent due immediately after Lessor's payment of such expense.

10. Signs: Lessee shall not without Lessor's prior express written consent (a) erect or install on the Leased Premises (1) any exterior signs or other advertising media, or (2) any exterior lighting, plumbing fixtures, shades or awnings, decorations or painting, aerals, or other projections on the Leased Building, or (b) make any other changes to the exterior walls of the Leased Building.

Lessee shall, promptly upon Lessor's request, remove, at Lessee's sole expense, any and all such items located on the exterior walls of the Leased Building to permit necessary repairs to the walls, and not reinstall such items until the repairs have been completed. Lessee, at Lessee's sole expense, shall, (a) whenever damage occurs, promptly repair (1) the item and (2) any and all damage occasioned by the erection or installation, repair or removal of such item, (b) remove each item within five days after the termination of this Lease by the lapse of time or otherwise, and (c) promptly pay, and be solely responsible for, all expenses for the required regulatory approval, erection or installation, maintenance, and removal of the item, and all related repairs. Each expense described in this section which is, (a) pursuant to this section, to be at Lessee's expense, and (b) is paid by Lessor, shall be deemed additional rent due immediately after Lessor's payment of such expense.

11. Alterations: Lessee, at Lessee's sole expense, (a) shall furnish, install and maintain such trade fixtures of the type customarily used in Lessee's business, interior painting and decoration, and additional lighting fixtures that Lessee requires, and (b) shall, whenever damage

occurs, promptly repair all damage caused by any such installation or removal. Lessee will make no such, or any other, installations, alterations, additions or improvements to, or removals from, the Leased Premises without, in each instance, first (a) delivering to Lessor copies of the plans, specifications, proposed contracts, and necessary licenses and permits therefor, (b) furnishing Lessor with such indemnification against liens, costs, damages and expense as Lessor may in good faith reasonably require, and (c) obtaining Lessor's prior express written consent. All alterations, additions, and improvements (other than trade fixtures) affixed to the Leased Premises, shall, at the termination of this Lease, remain in or on the Leased Premises for the benefit of Lessor, all without credit or compensation to Lessee.

Irrespective of any other provision(s) of this Lease to the contrary, Lessee shall not commence or perform, or cause to be commenced or performed, any construction and/or maintenance or repair work of any kind on or to the Leased Premises without (a) Lessor's prior (1) express written consent, and (2) express written approval of (i) the written work plan and (ii) each contractor and/or subcontractor hired to perform the work, and (b) the Lessee's submission to Lessor of all necessary City of Decatur and other governmental permits required for the work. Lessee shall (a) make no change to any approved work plan unless each such change is expressly approved in advance by Lessor in writing, (b) immediately pay in full when due any and all charges for the work, and (c) in each instance immediately furnish Lessor with written proof that each such charge has been paid in full.

12. Liens: Lessee shall not, without Lessor's prior express written consent, (a) contract for the alteration or improvement of, or any addition to, the Leased Premises in any manner that might give rise to a mechanic's, contractor's, materialman's or other lien, or (b) otherwise alter or modify the Leased Premises. Upon the completion by Lessee of any maintenance, repairs, alterations or other work done to the Leased Premises, Lessee shall furnish Lessor with a properly executed, appropriate lien waiver from each contractor, subcontractor and materialman who or which has performed, or furnished materials for, the work. If by reason of a claim against Lessee, a mechanic's, contractor's, materialman's or other lien is recorded against all or any portion of the Leased Premises, Lessee shall, within 30 days after service by Lessor of written Notice on Lessee, cause such lien to be (a) discharged and released or (b) fully bonded over at Lessee's sole expense. If after such 30-day period Lessee has not had each subject lien discharged and released or fully bonded over, Lessor may, at Lessor's option, (a) declare a default and immediately proceed pursuant to Section 26, or (b) cause the subject lien to be discharged and released by paying the amount claimed due pursuant to such lien, in which event such amount paid by Lessor shall be deemed additional rent due immediately after Lessor's payment of such amount claimed due and recording of the Release of such lien.

13. Assignment and Lease: Lessee shall not, without Lessor's prior express written consent, (a) assign or in any other manner transfer this Lease or any interest under this Lease or (b) sublet the Leased Premises or any portion thereof. Any such assignment, other transfer or subletting must be (a) conditioned on Lessee remaining fully liable and accountable to Lessor for (1) all obligations of Lessee under this Lease and (2) the performance by the third party of each such obligation, and (b) evidenced by triplicate originals of a written Assignment, Transfer Document or Lease executed by both Lessee and the third party to memorialize the assignment, other transfer or subletting, and by Lessor to memorialize Lessor's consent to the subject transaction, with Lessor, Lessee and the third party to each retain a fully executed original. Lessor's acceptance of any rent or other payment from any alleged assignee, transferee or Lessee shall not constitute Lessor's consent to an assignment, other transfer or subletting. Any such assignment, other transfer or subletting by Lessee without Lessor's prior express written consent shall be void, and, in such event, Lessor may, at Lessor's option, in addition to Lessor's other remedies, terminate this Lease by giving Lessee written notice of Lessor's election.

~~Irrespective of any provision(s) of this Lease to the contrary, Lessor may assign or transfer in any other manner this Lease or any interest under this Lease at any time, and according to any terms.~~

14. Lessor's Access: During the Lease Term and any other period of occupancy of the Leased Premises by Lessee, Lessor shall have free access to the Leased Premises to (a) examine the same and/or, (b) at Lessee's sole expense, make any necessary repairs or alternations as Lessor sees fit, at reasonable times so as not to interfere with Lessee's use of the Leased Premises. Lessor may, during the last six months of the Collective Term and thereafter, (a) advertise the Leased Premises for sale or Lease to any third party, (b) have full access to the Leased Premises, at reasonable times so as not to interfere with Lessee's business, to show the Leased Premises to prospective purchasers and tenants, and (c) place "For Sale" and/or "For Rent" signs in the Common Area and on the exterior of the Leased Building.

15. Casualty: If during the Lease Term and any other period of occupancy of the Leased Premises by Lessee, the Leased Premises or any portion thereof is damaged by fire or other casualty insurable under a Property Insurance Policy so as to become partially or totally untenable, Lessee, at Lessee's sole expense, shall commence and complete the repair of the damage with reasonable diligence. The base rent and all additional rent shall nonetheless continue to be due by Lessee to Lessor even when the entire Leased Premises, or any portion thereof, is untenable by reason of such casualty. In the event that the Leased Premises is totally destroyed, Lessee shall have the option to elect to (a) terminate this Lease or (b) have the base rent and all additional rent abate until the premises is again ready for occupancy by serving Lessor not less than 30 days after the destruction of the premises with written Notice of Lessee's election; and if Lessee fails to serve Lessor within such 30-day period with a Notice of Lessee's election to terminate this Lease pursuant to clause (b), Lessee shall be deemed to have elected to proceed pursuant to clause (a) of this sentence.

16. Insurance:

Commented [cd1]: We will maintain the casualty policy for which the tenant shall reimburse us

A. Irrespective of any other provision(s) of this Lease to the contrary, Lessee at all times during the Lease Term and any other period of occupancy of the Leased Premises by Lessee, at Lessee's sole expense, shall maintain:

(1) A Property Insurance Policy with an endorsement requiring 30 days written Notice to Lessor (at the address listed in Section 4) prior to any cancellation of, or any reduction in the amount of coverage under, such policy, in a company approved by Lessor and with Lessee as the only insured, insuring Lessee against damage to Lessee's property located on the premises and all appurtenant areas to the extent of at least 90% of their then-current replacement cost; and furnish Lessor with a certificate of insurance evidencing such policy, identifying Lessor as a "named insured", and certifying such specific insurance coverage and that Lessor is entitled to such specific written Notice of cancellation or reduction in the amount of coverage.

(2) A comprehensive commercial general liability insurance policy, with an endorsement requiring 30 days written Notice to Lessor (at the address listed in Section 4) prior to any cancellation of, or any reduction in the amount of coverage under, such policy, in a company approved by Lessor, insuring Lessee against any and all liability as a result of, or arising from, (a) this Lease, (b) the use, occupancy, or maintenance of the Leased Premises and all appurtenant areas during the Collective Term, (c) the conduct of Lessee's business, (d) claims or actions by, against or involving independent contractors, (e) any activity, work or other thing done, permitted or suffered by Lessee in, on or about the premises and all appurtenant areas, and (f) hazards arising from the premises, in an

amount of not less than \$1,000,000.00 per person and \$3,000,000.00 in the aggregate for injury to, and/or the death of, one or more persons and damages to tangible property (including loss of use) in any one occurrence, and naming Lessor as an "additional insured" under such policy; and furnish Lessor with a certificate of insurance evidencing such policy, identifying Lessor as a "named insured," and certifying such specific insurance coverage and that Lessor is entitled to such specific written Notice of cancellation or reduction in the amount of coverage.

The insurance afforded pursuant to each insurance policy described in this section shall be primary and non-contributing with any insurance carried by Lessor. Without affecting Lessor's right to declare a default, in the event that Lessee fails to maintain any of such required insurance policies, Lessor may, at Lessor's option, elect (but is under no obligation) to obtain all or any portion of such insurance, and the expense of the premiums for the same shall be deemed additional rent immediately due after Lessor's payment of each such premium.

B. Irrespective of anything in Section 16A or any other provision(s) of this Lease to the contrary, Lessor, in addition to the insurance described in Section 16A, shall carry, in such form and amount as Lessor from time to time deems necessary for Lessor's own protection, Lessor's own (1) insurance against damage to the Leased Premises and Lessor's own property located on thereon and all appurtenant areas caused by any peril which would be covered by a Property Insurance Policy, (2) insurance against any and all liability as a result of, or arising from, (a) this Lease, (b) the use, occupancy or maintenance of the premises and all appurtenant areas, (c) the conduct of Lessee's business, (d) any claims or actions by, against or involving independent contractors, (e) any activity, work or other thing done, permitted or suffered by Lessor, in, on or about the premises and all appurtenant areas, and (f) hazards arising from the premises for injury to, and/or the death of, one or more persons and damages to tangible property (including loss of use) in any one occurrence, and (3) rent or rental value insurance for the premises. If this section or any portion thereof contradicts or conflicts, or is interpreted to contradict or conflict, with Section 16A or any portion of Section 16A, the terms of Section 16A shall control. Lessee shall reimburse Lessor for the amount of the premiums for such Property Insurance Policy in the manner described in Section 4.

17. Subrogation Waiver: Subject to Lessee's obligation to maintain the insurance policies described in Section 16A, Lessor and Lessee will each carry that party's own insurance against damage to that party's own property, in such form and amount as that party deems necessary for that party's own protection. Each party releases the other from liability for damage caused by any peril which would be covered by a Property Insurance Policy, whether such damage results from negligence or otherwise so long as it is not intentionally inflicted.

18. Subordination / Estoppel: This Lease is, and at all times after the date of this Lease shall be, subordinate to any and all Mortgages and Trust Deeds that may be on the date of this Lease, or at any time thereafter, placed upon the Leased Premises, and to any and all advances to be made thereunder, the interest thereon, and all renewals, replacements and extensions thereof, provided that the mortgagee or trustee respectively named in each such Mortgage or Trust Deed (or, if applicable, its successor in interest) shall agree to recognize the leasehold and all other Lease interests of Lessee under this Lease in the event of foreclosure if Lessee is not in default under this Lease.

Lessee at any time shall within 10 days after receipt of Lessor's written notice properly execute and deliver to Lessor an Estoppel Certificate stating (a) that this Lease is unmodified and in full force and effect (or, if applicable, in full force and effect as modified, and stating the date and nature of each modification), (b) the date to which each rent and other payment due under this Lease has been paid, (c) that no notice has been received by Lessee of any default (other than those specified in the Certificate) which has not been cured, and (d) such other matters

reasonably requested by Lessor. Any such Certificate may be relied upon by any prospective purchaser, Mortgagee or beneficiary under any Deed in Trust of all or any part of the Premises.

19. Condemnation: This Lease shall terminate in the event of a total condemnation of the Leased Premises by an authorized governmental body or agency. In the event of a partial condemnation of the Leased Premises, either party to this Lease may terminate this Lease by giving written Notice to the other party within 30 days of the effective date of such partial condemnation; but, if both parties elect to continue this Lease, Lessee shall not be entitled to any partial abatement of the base rent.

20. Lessor's Representations and Warranties: Lessor represents, warrants and agrees that:

(a) Lessor has not retained or engaged any real estate agent or broker in connection with the Leased Premises or the transactions that are the subject of this Lease. No real estate agent or broker, and/or other person or legal entity shall have or be entitled to any (1) commission or similar fee or (2) claim for such a commission or similar fee in connection with these transactions. Lessor shall indemnify and hold harmless Lessee for Lessor's own acts with respect to any claim made by any such person or legal entity as a result of any alleged activity in connection with these transactions.

(b) Lessor is the lessee for the Leased Premises free and clear of any lien, encumbrance or other burden of any kind except accrued general real estate taxes not yet due and payable and the rights of the lessor under the Lease for which Lessor is the lessee.

(c) Lessor will not unreasonably withhold or delay consent to any action requested by Lessee which is authorized under this Lease only with the consent of Lessor.

(d) Lessor shall indemnify and hold harmless Lessee against all losses which Lessee may sustain or incur as a result of the material breach by Lessor of a representation or warranty of Lessor contained in this Lease.

(e) If Lessor fails to make any payment or perform any act for which Lessor is obligated under this Lease, Lessee may, but is not required to, make such payment or perform such act. All sums so paid, including necessary expenses incurred, shall be immediately reimbursed by Lessor to Lessee.

(f) Lessor is duly organized and existing under the laws of Illinois.

(g) Lessor is duly authorized to enter into, and consummate all transactions connected with, this Lease; and Perry Lewin and Douglas Granata are both the members of Lessor, and have full authority to execute this Lease and all other documents to consummate such transactions in Lessor's behalf.

(h) All of the representations and warranties of Lessor contained in this Lease shall survive the Lease Term.

21. Lessee's Representations and Warranties: Lessee represents, warrants and agrees that:

(a) Lessee has not retained or engaged any real estate agent or broker in connection with the Leased Premises or the transactions that are the subject of this Lease. No real estate agent or broker, and/or other person or legal entity shall have or be entitled to any (1) commission or similar fee or (2) claim for such a commission or similar fee in connection with these transactions. Lessee shall indemnify and hold harmless Lessor for Lessee's own acts with respect to any claim made by any such person or legal entity as a result of any alleged activity in connection with these transactions.

(b) Lessee will not unreasonably without or delay consent to any action requested by Lessor which is authorized under this Lease only with the consent of Lessee.

(c) Lessee shall indemnify and hold harmless Lessor against all losses which Lessor may sustain or incur as a result of the material breach by Lessee of a representation or warranty of Lessee contained in this Lease.

(d) If Lessee fails to make any payment or perform any act for which Lessee is obligated under this Lease, Lessor may, but is not required to, make such payment or perform such act. All sums so paid, including necessary expenses incurred, shall be immediately reimbursed by Lessee to Lessor.

(e) All of the representations and warranties of Lessee contained in this Lease shall survive the Lease Term.

22. **Relationship of Parties:** The relationship of Lessor and Lessee is, and shall at all times on and after the date of this Lease be regarded as, that of landlord and tenant, and not that of principal and agent, partnership, joint venture, or any other relationship.

23. **Time:** Time is of the essence in every respect in connection with this Lease, including without limitation (a) the payment, when due, of (1) each monthly installment of base rent, and (2) any and all additional rent, and (b) the performance of each and every other term, condition, and covenant of this Lease.

24. **Surrender:** Lessee shall, (a) upon the termination of this Lease by lapse of time or otherwise, yield immediate possession of the Leased Premises to Lessor, together with all other property (other than trade fixtures) affixed to the Leased Premises, broom clean and in as good order and condition as the better of the Leased Premises (1) was at the commencement of the Initial Term, or (2) may have been put by Lessee thereafter, ordinary wear and tear excepted, and, (b) failing to do so, pay to Lessor \$900.00 per day, as additional rent immediately thereafter due, for the time such possession is withheld; but Lessor's acceptance of such payments shall not operate as a waiver of Lessor's right to re-enter the Leased Premises. In addition, at the end of the Collective Term, Lessee, at Lessee's sole expense, (a)(1) shall immediately remove all of Lessee's property as directed by Lessor and (2) may immediately remove all of Lessee's other property and alterations, additions and improvements not permanently affixed to the Leased Premises, (b) shall immediately repair all damage to the Leased Premises caused by any such removal, and (c) shall immediately restore the Leased Premises to the condition existing immediately prior to the installation of the articles so removed. Any such property and other articles not so removed shall be deemed abandoned by Lessee and, at Lessor's option, (a) may be retained by Lessor, or, (b) at Lessee's sole expense, disposed of by Lessor.

25. Lessee's Default:

A. Lessee is in default (1) if Lessee fails to timely pay any (a) monthly base rent installment or (b) additional rent payment due under this Lease, (2) if Lessee abandons the Leased Premises prior to the expiration of the Collective Term, (3) if Lessee fails to perform or observe any other term, covenant, condition, provision or agreement of, or contained in, this Lease, or (4) upon the occurrence of any one or more of the seven events listed in Section 25B.

Lessee shall not be entitled to any Notice of Default for failure to pay base rent. In the event of any other default, Lessee shall have 15 business days after service on Lessee by Lessor of a written Notice of Default specifying the default to correct such default. This Lease, and any interest created by this Lease, shall not pass to any trustee, receiver, liquidator or assignee for the benefit of creditors or otherwise by operation of law.

B. In the event (1) Lessee files a Voluntary Petition in Bankruptcy, (2) Lessee is adjudicated a bankrupt or insolvent, (3) Lessee files any Petition or Answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief pursuant to the provisions of the present, or any future, federal bankruptcy act or any other present or future federal, state or other bankruptcy or insolvency statute or law, (4) Lessee seeks, consents to, or acquiesces in, the appointment of any bankruptcy or insolvency trustee, receiver or liquidator of Lessee, or of all or any substantial part of Lessee's assets or the Leased Premises, (5) any assignment of the property of Lessee for the benefit of creditors is made, (6) any interest created by this Lease is, irrespective of any of the provision(s) of this Lease to the contrary, taken in execution or by other process of law, or (7) a receiver or trustee of the property of Lessee is appointed by reason of Lessee's insolvency or inability to pay Lessee's debts, Lessor, at Lessor's option, in addition to the other remedies provided in this Lease, at any time after Lessee persists in any such default for more than 15 business days after service on Lessee by Lessor of a written Notice of Default specifying such default, Lessor may terminate this Lease and all rights of Lessee in this Lease by giving to Lessee written Notice of Lessor's election to so terminate this Lease and all of Lessee's rights.

26. Lessor's Remedies: If Lessee defaults in the timely payment of base rent or, after more than 15 business days after service on Lessee of a written Notice of Default specifying such default(s), any other term, agreement or condition of, or contained in, this Lease, (a) the then-remaining balance of base rent for the Lease Term shall be immediately due and payable without further Notice or demand by Lessor, and (b) Lessee, and all parties in possession under this Lessee, shall be deemed guilty of forcible detainer of the Leased Premises under the statute in such case. In addition to accelerating rent, Lessor may, at Lessor's option, elect to (a) enforce the other terms, agreements and conditions of, or contained in, this Lease, or (b) terminate this Lease. If Lessor elects to terminate this Lease, Lessor shall have the right to re-enter the Leased Premises, with or without process of law, expel Lessee and any other occupant, and repossess the Leased Premises and disain from any rent that may be due thereon. Without limiting Lessor's rights to accelerated rent or to damages, any re-entry, expulsion or repossession shall not release Lessee from any liability for (a) the payment of rent or (b) other obligations under this Lease incurred before the termination of this Lease.

If Lessee shall abandon the Leased Premises or be removed by Lessor by reason of Lessee's breach, all of Lessee's rights under this Lease shall immediately cease and terminate, and Lessor may re-let the Leased Premises for such rent and upon such terms as Lessor may see fit, and, if a sufficient sum to satisfy the rent reserved by this Lease shall not be thus realized after first paying all of the expenses of such re-letting and collecting, Lessee shall satisfy and pay all of the subject deficiency. Nothing contained in this section shall eliminate Lessor's legal duty to mitigate damages in the event of Lessee's default.

27. Application of Illinois Law / Interpretation: This Lease, its interpretation, and the rights and obligations of the parties shall be exclusively governed by, and construed in accordance with, (a) its terms, and (b) the laws of Illinois applicable to contracts made and fully preformed in Illinois (without regard to principles of conflicts of laws). In the event an ambiguity or a question of intent or interpretation arises, this Lease shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision. Except as otherwise specifically provided in this Lease, nothing express or implied in this Lease is intended, or shall be construed, to confer upon or give any person or legal entity other than Lessor and Lessee any rights or remedies under, or by reason of, this Lease. In this Lease, (a) the headings are for reference only, and shall not limit or otherwise affect the meaning of this Lease, and, (b) whenever used and required by the context, (1) the singular number shall include the plural and vice versa, and (2) the masculine gender shall include the feminine and neuter genders and vice versa.

28. Entire Agreement / Severability: This Lease (a) supersedes all agreements previously made between the parties concerning its subject matter (including without limitation any and all other oral or written similar agreements in any way relating to (1) Lessee and Lessor, and (2) the Leased Premises or any other property, right or obligation that is the subject of this Lease in any way), (b) contains the entire final agreement of the parties, and (c) may only be amended by a writing signed by (1) the party against whom enforcement of any waiver, change, modification, extension or discharge is sought, or (2) all of the parties with respect to all other amendments. Each Exhibit, Annex and Schedule identified in this Lease is incorporated in, and made a part of, this Lease. If (a) any provision of this Lease, or (b) the application thereof to any of the parties, any other person or legal entity, or any circumstance shall for any reason be invalid, illegal or unenforceable to any extent, the remainder of this Lease and the application thereof shall not be affected, and shall be enforceable to the fullest extent permitted by law.

29. Survival / Successors / Creditors: Irrespective of any provision(s) of this Lease to the contrary, each (a) obligation, duty, right and remedy provided for, and (b) representation, warranty and agreement contained in this Lease shall continue in effect indefinitely. Each party shall promptly execute when necessary each other document required to comply with (a) all applicable laws, ordinances, other governmental rules and regulations and/or lawful Orders, land/or (b) that party's obligations under this Lease. Except as otherwise specifically provided in this Lease, this Lease (including without limitation each and all of its terms, agreements and conditions) shall bind, and inure to the benefit of, each of the parties and, to the extent not otherwise expressly prohibited by this Lease, their respective successors and assigns; provided, however, none of the terms, agreements and conditions of this Lease shall be for the benefit of, or enforceable by, any creditor of any of the parties.

30. Notices: Any notice required or permitted to be given or served by this Lease shall be deemed to have been sufficiently given and served for all purposes if (a) personally delivered, or (b) mailed postage prepaid by U.S. certified mail addressed, (1) if to Lessor to Xerxes Properties, LLC-2, c/o Mr. Christopher M. Dowd 3104 N. Armenia Avenue, Suite 2, Tampa, FL 33607-1658, and, (2) if to Lessee, to Chad Krekel and Deane Renee Krekel, 1410 North State Highway 121, Mt. Zion, Illinois 62549. A notice shall be deemed given and served, (a) if personally delivered, on the date of delivery, and, (b) if mailed postage prepaid by U.S. certified mail, on the third business day after mailing.

31. Waivers / Rights and Remedies: The failure of any party to seek redress for, or take any action on account of, any breach or default, or to insist upon the strict performance of any term, agreement or condition required by this Lease shall not (a) prevent a subsequent act which would have originally constituted a breach or default from having the effect of an original breach or default, or (b) constitute, or be deemed to be, a waiver by that party of the subject term,

agreement or condition, or the right to enforce it in the future. The rights and remedies provided by this Lease are cumulative, and the use of any one right or remedy by any party shall not preclude or waive that party's right to use any other right or remedy. Such rights and remedies are given in addition to any and all other legal rights, whether at law or in equity, any party may have. Irrespective of any provision(s) of this Lease to the contrary, in no event shall either party be liable to the other party for any incidental, consequential, speculative or punitive damages. If either Lessor or Lessee brings an action against the other with respect to this Lease, the prevailing party shall be entitled to recover their reasonable attorney's fees, Court costs and other expenses.

32. Forum and Venue: The Leased Premises is located in Macon County, Illinois. If any lawsuit or other legal proceeding regarding this Lease is pursued, it shall only be brought in the Illinois Circuit Court for the Sixth Judicial Circuit, Macon County, Illinois, which is deemed to be the only proper forum and venue.

This Lease was executed in duplicate by both Lessor and Lessee, all effective the date first written above.

LESSOR:

Xerxes Properties, LLC-2,

By _____
Timothy M. Dowd, Manager

LESSEE:

By _____
Chad Krekel

By _____
Renee Krekel

NEW BUSINESS

ITEM 3

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: March 3, 2026
Subject: Ordinance Increasing the Number of Class C Liquor Licenses from Two to Three

Background

The attached ordinance amends Section 111.05 of the Village Code to increase the number of outstanding Class C (Package Liquor) licenses from two (2) to three (3).

Gas N Grub, LLC, located at 104 US Route 51, has requested a Class C liquor license.

This gas station previously held a Class A-1 license. The proposed change allows the business to sell packaged liquor only, rather than on-premises consumption. A Class C license strictly authorizes retail sale of alcoholic liquor in its original package for off-premises consumption.

Summary of Amendment

The ordinance:

- Amends Section 111.05(3)(b) to increase the number of Class C licenses from Two (2) to Three (3).
- Maintains all operational requirements for Class C license holders, including:
 - Sales only in original package for off-premises consumption
 - No drive-up window sales
 - Alcohol sales limited to:
 - 8:00 a.m. – 10:00 p.m. (Monday–Saturday)
 - 9:00 a.m. – 10:00 p.m. (Sunday)
 - Alcohol sales not exceeding 25% of gross receipts
 - No exterior advertising or visible interior displays from outside the premises

No additional changes to the liquor code are included in this ordinance.

Financial Impact

Approval will allow the Village to collect the applicable Class C liquor license fee. There is no anticipated negative fiscal impact.

Considerations

This amendment does not expand on-premises alcohol consumption within the Village. It strictly permits packaged liquor sales for off-site consumption and brings the gas station's license classification in line with its intended business operations.

Recommendation

Staff recommends approval of the ordinance increasing the number of Class C liquor licenses from two to three to accommodate the request and ensure the business is properly licensed under the Village Code.

Suggested Motion

I move to approve An Ordinance Increasing the Number of Outstanding Class C Liquor Licenses from Two to Three, as presented.

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER _____

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

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

JIM ASHBY
JEFF LONDON
CHELSEA KIDD
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 _____, 2026

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

ORDINANCE NO. _____

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 wishes to amend its Code to increase the number of outstanding Class C liquor licenses from two to three; and

WHEREAS, Gas N Grub, LLC, located at 104 US Rt. 51, has requested a Class C license; and

WHEREAS, there are currently two issued Class C liquor licenses; 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. Reduction of Class C licenses. 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

Section 4. Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

Section 5. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village

of Forsyth prior to the effective date of this ordinance.

Section 6. 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 _____ 2026, at Forsyth, Macon County, Illinois.

	YES	NO	ABSENT	PRESENT
ASHBY				
KIDD				
LONDON				
SHAW				
WENDT				
YOUNG				
PECK				
TOTAL				

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

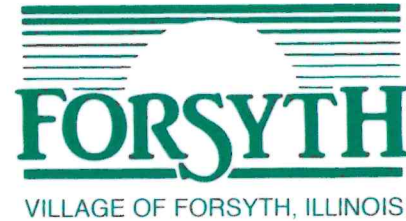
Cheryl Marty, Village Clerk

VILLAGE OF FORSYTH

301 S. Route 51

Forsyth, IL 62535

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



ALCOHOLIC LIQUOR LICENSE APPLICATION

Date: 2-5-2026Name of Business: Gas N Grub LLC Sales Tax # 41-2511709Name of Applicant: Abhijit PatelAddress of Business: 104 S Route 51 Forsyth IL 62535 Business Phone # 217-875-6169Mailing Address: 104 S Route 51 Forsyth IL 62535

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 SE - \$250 ☐ Class H - \$3,000

☐ Class A1 - \$3,000

2. License Period:

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

Commencing on 2-5-2026 and ending December 31, 2026.

3. Type of Business Entity (check one):

☐ Individual☐ Corporation☐ Partnership☒ Other (specify) LLC

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: Abhijit Patel Home Phone # 770-823-9962
 Home Address: 13624 S Palmetto Dr Plainfield IL 60544
 Length of Time Engaged in the Business: _____
 Birth Date: 1/14/1981 Birth Place: Ahmedabad India
 United States Citizen (Y/N): Y If Naturalized, state date and place: _____
 Percentage of stock held or percentile interest in partnership: 100%

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: 11-13-2025
If a foreign corporation, state date qualified to transact business in Illinois pursuant to the Illinois Business Corporation Act: _____
6. Description of the Business:
Convenience store - Gas Station
7. State the location and physical description of the premises or place of business which is to be operated under such license.
1041 S. US 51
Forsyth IL 62535
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?
None
9. State whether each listed individual has ever had a liquor license issued by the Federal government, any State government, or any municipality. Yes
If the answer is in the affirmative, state the name of the licensing unit of government, when and where said license was issued.
Georgia, 2013-2023, Sweetwater Package Store
in Duluth GA 30096
10. Has each listed individual ever had any previous liquor license revoked? No
If the answer is in the affirmative, state the date and reason for such revocation.

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?
None
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: _____

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. owned
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? _____
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)

CORPORATE SIGNATURES

INDIVIDUAL OR PARTNERSHIP
SIGNATURES

Abhijet Patel
President

[Signature]

Secretary

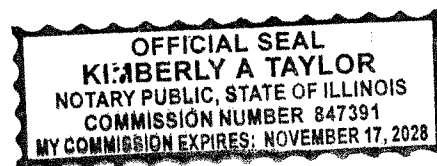
STATE OF Illinois)
COUNTY OF Macoupin) SS

The undersigned swears that all statements are true and correct.

Subscribed and Sworn To Before Me

This 12th day of February, 2026.

[Signature]
Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Pillar Corporation I 1504 Spencer Road New Lenox IL 60451	CONTACT NAME: Customer Service PHONE (A/C, No, Ext): (800) 771-7749 FAX (A/C, No): E-MAIL ADDRESS: service@thepillarcorp.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : SOCIETY INS</td> <td>15261</td> </tr> <tr> <td>INSURER B : HARTFORD INS CO OF THE MIDWEST</td> <td>37478</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : SOCIETY INS	15261	INSURER B : HARTFORD INS CO OF THE MIDWEST	37478	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED Gas N Grub LLC 104 Us-51 Forsyth IL 62535															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			BP10076647	12/05/2025	12/05/2026	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 1,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY			CA10076650	12/05/2025	12/05/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED ☐ RETENTION \$ ☐							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83 WEC BX9H80 002	12/05/2025	12/05/2026	☒ PER STATUTE ☐ OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☐ N/A					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Liquor Liability			LL 10076649	12/05/2025	12/05/2026	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Illinois Liquor Control Commission 101 W. Jefferson Street Springfield IL 62702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Joshua Rogers</i>
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NEW BUSINESS

ITEM 4

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: March 3, 2026
Subject: Veterans Memorial

Background

As part of our planned renovation of the Veterans Memorial, staff and Dave Wendt met with representatives Massie Massie and Associate to further define the scope of work needed to move this project from concept to construction.

Massie Massie + Associates (MMA) previously prepared the memorial concept plans in 2024, which were revised in 2025. The attached proposal outlines the professional services required to prepare full construction documents necessary for bidding and construction of the memorial and associated site improvements.

Scope of Services

The proposal includes preparation of:

- Site investigation and base drawings (including survey and existing conditions documentation)
- Full construction plans, specifications, and cost estimates
- Bidding documents and contractor coordination
- Bid evaluation and recommendation
- Limited construction phase services (pre-construction meeting, RFIs, one intermediate site visit, final inspection, and punch list)

The memorial improvements include reinstallation of the existing granite memorial and engraved pavers, relocation of flagpoles, new stone memorial elements, paved plaza space, connecting sidewalks, and landscaping enhancements.

Schedule

Target timeline outlined in the agreement:

- Construction Documents Complete: May 2026
- Bidding: May 2026
- Contract Award: June 2026
- Construction: July – September 2026

This schedule aligns with our broader renovation timeline and anticipated community fundraising and unveiling goals.

Financial Impact

The proposed fee is a lump sum of \$24,000, invoiced by phase as work is completed. The fee includes project-related expenses such as mileage and printing.

This expenditure is consistent with the professional services necessary to responsibly move a \$415,000 capital project into construction and ensures we receive competitive bids with complete and professional documentation.

Recommendation

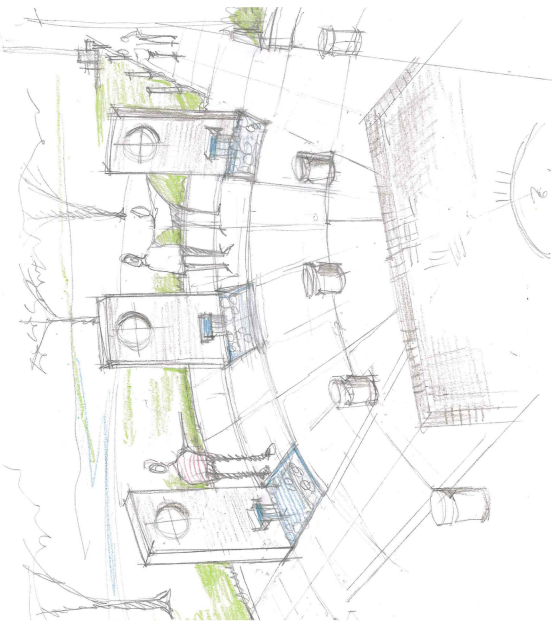
Given that MMA has already developed the memorial concept and is familiar with the project history, it is administratively efficient and cost-effective to continue with their firm for the construction document phase.

I recommend approval of the Agreement for Consulting Services dated February 25, 2026.

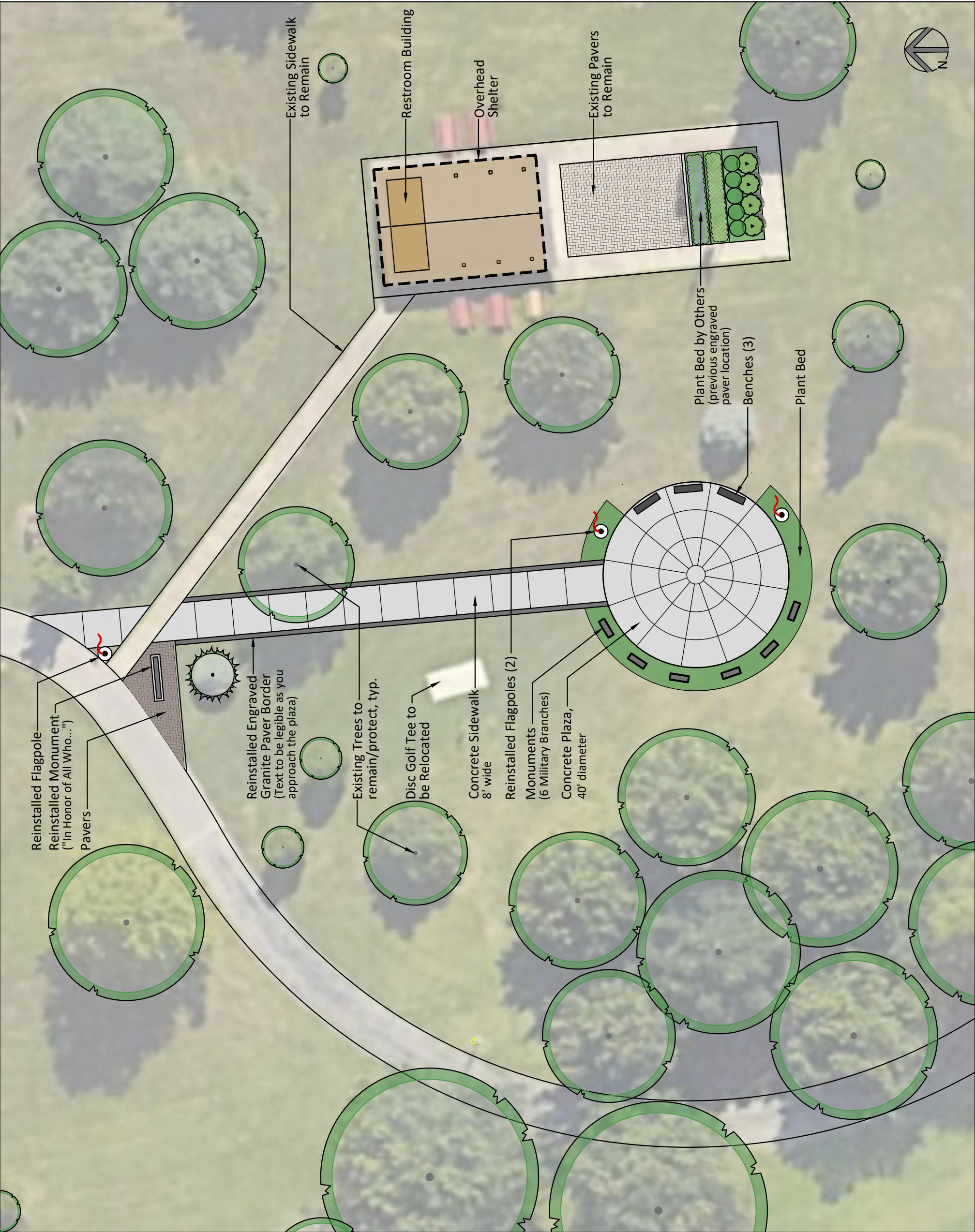
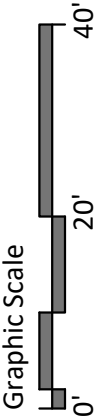
Suggested Motion

“I move to approve the Agreement for Consulting Services with Massie Massie + Associates in the amount of \$24,000 for preparation of construction documents, bidding assistance, and limited construction phase services for the Veterans Memorial renovation project, and authorize the Village Administrator to execute the agreement.”

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



Preliminary Monument Sketch
(6 Military Branches)





February 25, 2026

Mrs. Jill Applebee
Village Administrator
Village of Forsyth, IL
301 South Route 51
Forsyth, IL 62535

Subject: Construction Document Proposal for Veterans Memorial, Forsyth, IL.

Dear Mrs. Applebee,

It was helpful to discuss the Village of Forsyth's Veterans Memorial in more detail during our call on February 24, 2026. Based on our call we have outlined the following scope of services and fee proposal to prepare the construction documents needed to receive contractor bid prices and construct the memorial and associated site improvements.

Scope of Services

MMA will prepare plans and details for the improvements noted below. Concept plans for this memorial were prepared by our office in 2024 and revised in 2025. These concept plans will be used as the basis for further development of the project.

- Preservation and protection of existing trees and plant material
- Reinstallation of existing granite memorial and engraved pavers
- Relocation of existing flagpoles
- Connecting sidewalk(s)
- Paved plaza area
- New stone memorials
- Shade trees and other plant material

Project Design Phases

MMA will provide professional services in the following phases.

1. Site Investigation and Base Drawings
 - Develop base drawings for project areas from existing record drawings
 - Survey project area to document grade elevations and existing site conditions
2. Construction Documents
 - Prepare construction plans, specifications, details, and budget estimates
 - Submit documents at 75% and 100% completion

MassieMassie+Associates

Landscape Architecture and Land Planning
1210 South 5th St. Springfield, Illinois 62703
217-544-3210 Massie-Massie-Associates.com

- Hold review meeting with the Village at the 75% submittal
- 3. Bidding Documents
 - Provide General Conditions, Technical Specifications, and Bid Form
 - Coordinate with the Village regarding front end documents and compile the project manual
- 4. Bidding Phase
 - Answer contractor questions
 - Attend a pre-bid meeting and prepare an agenda and sign-in sheets for the meeting
 - Issue addenda as needed
 - Evaluate bids and make recommendations
- 5. Construction Phase Services (limited)
 - Conduct a pre-construction meeting
 - Respond to RFIs and issue field/change orders as necessary
 - Provide one (1) intermediate on-site visit
 - Provide a final project inspection, punch list, and report

Schedule of Services

Target dates for the project are:

1. Construction Document Completion: May 2026
2. Project Bidding: May 2026
3. Contract Award: June 2026
4. Construction: July through September 2026

Fees for Service

MMA proposes to provide the above services for a lump sum of **\$24,000**. We will invoice as phases of work are completed. The fee includes project-related expenses such as mileage and printing costs.

Thank you for the opportunity to submit this proposal. Please contact me with any questions.

Sincerely,



Neil Brumleve
MMA President

AGREEMENT FOR CONSULTING SERVICES

1 DESCRIPTION OF AGREEMENT

This agreement defines the terms of an agreement between

the CLIENT: Village of Forsyth, IL, 301 South Route 51, Forsyth, IL 62535

and the CONSULTANT: Massie Massie + Associates (MMA), 1210 South 5th Street, Springfield, IL 62703

for professional services to prepare: Construction Documents for Veterans Memorial in Forsyth, IL.

described in the attached letter to Mrs. Jill Applebee, Village of Forsyth Administrator

and effective on the ____ day of _____, 2026.

2 SCOPE AND SCHEDULE

MMA will provide professional services as outlined in the attached letter to Mrs. Jill Applebee, dated February 25, 2026. In the event additional services are desired, a scope of additional services will be written, signed by both parties and attached hereto making it part of this Agreement.

3 STANDARD OF CARE

Services by MMA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances in similar localities. No warranty or guarantee is included or intended in this Agreement or instruments of its services.

4 ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by MMA shall not be considered an assignment for purposes of this Agreement.

5 PROJECT REPRESENTATIVES

The CLIENT and MMA shall designate authorized representatives to act on their behalf with respect to the services and responsibilities under this Agreement.

6 FEES AND PAYMENTS

The total cost of the proposed services shall be a lump sum of \$24,000.00. MMA shall submit pay requests

periodically, but not more often than once a month, for work completed. Payment by CLIENT will be made within 30 days.

7 SUSPENSION OF SERVICES

If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, MMA may suspend performance of services upon five (5) days' notice to CLIENT, MMA shall have no liability to the CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension. Upon payment in full MMA shall resume services, and the project schedule and compensation shall be equitably adjusted to compensate for expenses involved in suspension and resumption of services.

8 TERMINATION

This agreement may be terminated by either party with seven days written notice in the event of a good cause such as lack of funding, major changes in the scope of work or failure of either party to perform in accordance with the terms of the agreement. If terminated, CLIENT agrees to pay MMA for all contractual services rendered and reimbursable expenses incurred to the date of termination. If terminated, MMA shall have no liability as a result of termination.

9 MODIFICATION

Either CLIENT or MMA may request a modification or change in scope to be performed hereunder. Such changes, including any

increase or decrease in compensation to MMA to which CLIENT and MMA mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

10 INDEMNIFICATION

MMA agrees to indemnify and hold harmless the CLIENT, its officers, directors and employees against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by MMA's negligent performance of professional services under this agreement and that of its sub-consultants or anyone for whom MMA is legally liable. The CLIENT agrees to indemnify and hold harmless MMA, its officers, directors and employees against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused the CLIENT'S negligent acts in connection with the project, and the acts of its contractors, subcontractors or anyone for whom the CLIENT is legally liable.

11 INSURANCE

MMA will carry the following insurance coverage and provide a certificate to CONSULTANT documenting such coverage.

General Liability	\$1M per occurrence/ aggregate
Automotive	\$500K per occurrence \$1M aggregate
Umbrella Coverage	\$2 M aggregate
Workers Compensation	as statutorily required
Professional Liability	\$1M aggregate

12 DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during this project, the CLIENT and MMA agree that any disputes between them arising from or relating to the Agreement or this Project shall first be negotiated between the parties. If unsuccessful, the dispute shall be submitted to non-binding mediation. Mediation fees shall be shared equally.

13 STATUTES OF REPOSE

Legal actions by either party against the other arising from or in any way connected to this Agreement or its services shall be barred and under no circumstance initiated by either party

after one (1) year from the date of Substantial Completion, unless the Agreement is terminated earlier, in which case the date of termination of this Agreement shall be the date on which such period shall commence.

14 LIMIT OF REMEDIES

In consideration of consultant's risks and benefits of the Project, CLIENT agrees to limit remedies of MMA, its officers, directors, employees, shareholders and sub-consultants for claims, losses, costs, damages of any nature and claims expenses including attorneys' fees and costs so the total aggregate remedies shall not exceed \$100,000 or the MMA total net fee for services rendered on this Project, whichever is greater. This limitation applies to MMA, and is a single aggregate amount for all work performed under the agreement including work performed under an amendment or modification.

15 ESTIMATES OF PROBABLE CONSTRUCTION COST

Estimates of probable construction cost provided under this Agreement are based on MMA's professional judgment and experience. Because MMA has no control over the cost or availability of labor, equipment or materials or over market conditions or Contractors' methods of pricing, MMA makes no warranty that bids or negotiated costs of the Work will not vary from the estimate of probable cost.

16 UNDERGROUND IMPROVEMENTS

CLIENT will furnish MMA information provided by CLIENT and/or others identifying the type and location of existing underground improvements on and near the site, MMA may use the information in plans.

17 HAZARDOUS OR TOXIC MATERIALS

This Agreement does not include services related to the presence of hazardous or toxic materials. Should the presence of hazardous or toxic material be found or suspected, MMA may, without liability for consequential or other damages, suspend performance of its services until qualified persons are retained to identify and abate or remove the materials and warrant that the site is in compliance with applicable laws and regulations. CLIENT agrees to indemnify MMA, its officers, partners, employees and sub-consultants from all claims, suits, demands, liabilities, and costs

including attorney's fees related to hazardous or toxic materials.

18 DELIVERY OF ELECTRONIC FILES

Electronic files furnished by either party shall be subject to an acceptance period of thirty (30) days during which any apparent discrepancies will be identified and corrected. In the event of conflict between the signed construction documents prepared by MMA and electronic files, the signed or sealed hard-copy construction documents shall govern.

19 OWNERSHIP OF INSTRUMENTS OF SERVICE

All documents including drawings, reports and specifications including documents provided by electronic media furnished by MMA pursuant to this agreement are instruments of its services. MMA shall retain all common law, statutory and other reserved rights including the copyright thereto. Instruments of service are not intended for reuse by CLIENT or others on extensions of this project or any other project. Any reuse without specific written CLIENT verification or adaption by MMA will be at the CLIENT's sole risk, and without liability to MMA. CLIENT shall indemnify and hold harmless MMA from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting there from. This indemnification shall survive the termination of this Agreement.

20 SHOP DRAWING REVIEW

MMA shall review and approve or take other appropriate action on Contractor submittals such as shop drawings, product data and samples for the limited purpose of checking for conformance with design concept and Construction Documents. Review shall not be for accuracy or completeness of details such as quantities, dimensions, fabrication processes, construction means or methods, coordination with other trades or construction safety precautions which are the sole responsibility of the Contractor. Reviews shall be conducted promptly but allow sufficient time for adequate review. MMA will not be held responsible for deviations from the Construction Documents not brought to the attention of MMA in writing by the Contractor.

21 CONSTRUCTION OBSERVATION

MMA shall visit the site at intervals appropriate to the stage of construction, or as outlined in the Scope of Services to observe the progress and quality of Contractor's work. Such visits and observation are not intended to be exhaustive checks or detailed inspections of the work, rather to allow MMA to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents. MMA shall keep the CLIENT informed about the progress of the work and shall advise the CLIENT about observed deficiencies in the Work. If CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request such additional services by MMA as a Modification to Agreement.

MMA shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the means, methods, techniques, sequences or procedures selected or for safety precautions or programs implemented by the Contractor. These are the Contractor's sole responsibility.

MMA shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the work, or their agents or employees. MMA does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

22 JOBSITE SAFETY

The General Contractor is solely responsible for Jobsite and Worker Safety including safety related to construction means, methods, sequence, techniques and health and safety, and for precautions required by regulatory agencies, all in accordance with the Contract Documents. Professional services and activities impose no duty on MMA for Jobsite Safety.

23 MMA AS ADDITIONAL INSURED

CLIENT agrees that MMA and any MMA subconsultants shall be made additional insured under the General Contractor's policies of general liability insurance.

24 ENTIRE AGREEMENT AND SEVERABILITY

This Agreement is the entire and integrated agreement between CLIENT and MMA and supersedes all prior negotiations, statement or agreement either written or verbal. This Agreement may be amended only by written instrument signed by both parties. In the event that any term or provision of this agreement is found to

be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement and the balance of this agreement shall survive and remain enforceable.

25 EXPIRATION OF PROPOSAL

If this agreement is not accepted within 60 days, the offer to perform the described services is withdrawn and shall be null and void.

26 GOVERNING LAW

This agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

27 ACCEPTANCE OF AGREEMENT

Acceptance of this agreement by the signature of an authorized representative of each party will affect a contract with the above conditions.

Village of Forsyth, Illinois
CLIENT

Position: _____

Date: _____

MassieMassie+Associates, Inc. (MMA)
CONSULTANT

Neil F. Brumleve

Position: MMA President

Date: February 25, 2026

Forysth Veterans Memorial**Preliminary Budget Estimate**

Updated 9/9/2025

Item #	Description	Unit	Quantity	Unit Cost	Total Cost
Site Preparation					
1	Mobilization	LS	1	\$ 3,000.00	\$ 3,000.00
2	Tree Protection	each	10	\$ 300.00	\$ 3,000.00
3	Tree Removal	each	1	\$ 500.00	\$ 500.00
4	Concrete Removal (Disc golf pad)	sq. ft.	72	\$ 4.00	\$ 288.00
5	Site preparation and misc. removals	LS	1	\$ 3,000.00	\$ 3,000.00
6	Misc. utility services (Elec., water, storm)	LS	1	\$ 15,000.00	
Site Preparation Sub-Total					\$ 9,788.00
Site Improvements					
7	Concrete Sidewalk	sq. ft.	3190	\$ 12.50	\$ 39,875.00
8	Flush Concrete Border	linear ft.	50	\$ 40.00	\$ 2,000.00
9	Stairs - 10' wide x 3 risers	each	1	\$ 5,000.00	
10	Engraved Pavers (reinstalled)	sq. ft.	165	\$ 30.00	\$ 4,950.00
11	Pavers (new)	sq. ft.	150	\$ 35.00	\$ 5,250.00
12	Handrail	linear ft.	15	\$ 350.00	
13	Seat Wall	linear ft.	60	\$ 650.00	
Site Improvements Sub-Total					\$ 52,075.00
Site Furnishings and Features					
14	Flagpoles (relocated)	each	3	\$ 2,500.00	\$ 7,500.00
15	Flagpole Lights	each	3	\$ 500.00	\$ 1,500.00
16	Existing Granite Memorial (relocated)	each	1	\$ 5,000.00	\$ 5,000.00
17	Concrete Seat/Bollard	each	6	\$ 1,000.00	\$ 6,000.00
18	New Memorials	each	6	\$ 37,500.00	\$ 225,000.00
19	Water Feature(s)	LS	1	\$ 30,000.00	
20	Bollard Lights	each	9	\$ 2,000.00	
21	Sculpture/Statue	each	1	\$ 25,000.00	
Site Furnishings and Features Sub-Total					\$ 245,000.00
Plants and Turf					
22	Excavation and Topsoil	cu. yd.	25	\$ 85.00	\$ 2,125.00
23	Plant Beds	sq. ft.	500	\$ 20.00	\$ 10,000.00
24	Turf Seed	acre	0.5	\$ 6,000.00	\$ 3,000.00
25	Finish Grading	acre	0.5	\$ 5,000.00	\$ 2,500.00
Plants and Turf Sub-Total					\$ 17,625.00
BUDGET ESTIMATE SUB-TOTAL				\$	324,488.00
CONTINGENCY (10%)				\$	32,448.80
OVERHEAD AND PROFIT (10%)				\$	32,448.80
DESIGN FEES (7.5%)				\$	24,336.60
TOTAL PROJECT BUDGET ESTIMATE				\$	413,722.20

Massie Massie + Associates

NEW BUSINESS

ITEM 5

MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Daniel Luka
Date: February 25, 2026
cc: Ms. Jill Applebee, Village Administrator
Mr. Darin Fowler, Public Works Director
Re: Maroa – Forsyth Bike Path Project #6928

Honorable Mayor and Trustees,

Please review the amended agreement for construction guidance / documentation close-out for Chastain project 6928 IDOT contract 95978. The project had some delays with fiber optic utilities hampering production for approximately one week. This delay has resulted in using budgeted project time to coordinate utility providers to relocate their respective conflicting utility. Currently the project is in the last stages of completion and IDOT documentation review has begun. The request for additional \$10,000 in funding is needed to cover the unanticipated additional work as well complete the IDOT CMMS final close-out documentation once seeding has germinated in the spring.

AMENDMENT TO
AGREEMENT FOR ENGINEERING
PLANNING, DESIGN and CONSTRUCTION SERVICES
FOR THE
VILLAGE OF Forsyth

Maroa – Forsyth Grade School Bike Path (ITEP)

THIS AMENDMENT TO THE AGREEMENT, made and entered into this ____ day of _____, 2026, by and between the VILLAGE OF OREANA, ILLINOIS, hereinafter referred to as the “VILLAGE” and CHASTAIN & ASSOCIATES LLC, 5 N. Country Club Road, Decatur, Illinois 62521, hereinafter referred to as the “ENGINEER”, amends the Agreements for Engineering Services dated June 3, 2025, for professional engineering services in connection with the preparation of planning documents, plans, specifications, construction observation and project management relating to the Maroa-Forsyth ITEP bike path improvements hereinafter referred to as the “PROJECT”.

This AMENDMENT adjusts design and construction engineering fees for the Maroa- Forsyth Grade School Bike Path. Said PROJECT includes the project planning, one (1) ITEP loan application, Project Plan, design, bidding and management of the phased construction project and loan requirements. The scope of proposed planning, design and construction includes. construction of a multi-use bicycle path from Cox Street to the Maroa-Forsyth Grade School on Shaffer Street (CH20) in Forsyth, IL. The construction consists of a HMA surface course, concrete sidewalk ramps and landings, aggregate shoulders, and earth excavation and embankments. Pipe culvert installation, utility relocation (by others), erosion control, earthwork, seeding, etc.

Funding for this project is expected to be through IDOT via ITEP grant.

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

THE ENGINEER AGREES:

1. Project Planning - This *item is complete*.
2. Design - Furnish Design Services generally comprised of the following: *This item is complete*.
3. Construction Guidance
 - a. Consult with the VILLAGE and with the Contractor on interpretation of plans and specifications and regarding any changes under consideration as construction proceeds. Provide benchmark, control points and key structure locations for the Contractor at the construction sites.

- b. Provide periodic job site inspection by the Project Manager, or his representatives, during the construction period.
 - c. Prepare and submit all payment estimates, change orders, records, and reports required by IDOT and required to comply with the DOT CMMS documentation.
 - d. Endeavor to safeguard the VILLAGE against defects and deficiencies on the part of the contractor, but the ENGINEER does not guarantee the performance of the contract by the Contractor.
 - e. Conduct final inspection of construction and prepare final papers and reports.
 - g. Inspect the Contractor's operations for compliance with the plans and specifications and the keeping of complete project records.
 - h. Review and check all shop and working drawings.
 - i. Review and check all reports by testing laboratories on equipment and material tested.
 - j. Provide bidding services for construction contracts, including issuing bidding notices, printing of plans and specifications, addressing contractor inquiries regarding the PROJECT, bid opening and tabulation of bids and recommendation of award.
4. **Construction Observation** - Provide Construction Observation Services during construction of the proposed improvements to be completed, including but not limited to the following:
- a. Provide review of the Contractor's work for compliance with plans and specifications. Such review shall include those services which are customarily referred to as detailed resident inspection services, provided that the ENGINEER shall not be responsible for the acts or omissions of any contractor(s), any subcontractor(s) or any of the contractor(s)' or subcontractor(s)' agents or employees or any other person (except his own employees and agents) at the project site or for the supervision, direction, control and work safety of any contractor(s) or for the construction means, methods, techniques, sequences, or procedures or for safety precautions or programs incidental to the work of contractor(s) or for any contractor(s)' failure to perform the construction work in accordance with contract documents.
 - b. Maintain a record or log of the contractor's activities throughout construction including notations on the nature and cost of any extra work.
 - c. Review and check all payment estimates, change orders, records and reports pertaining to the construction activities.

5. **Project Required Provisions**

- a. The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with IDOT, the ENGINEER acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.
- b. The ENGINEER agrees to include paragraphs c. through e. of this clause in all his contracts and all tier subcontracts which are in excess of \$25,000 and directly related to project performance.
- c. The ENGINEER agrees to maintain books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this AGREEMENT consistent with generally accepted Accounting Principles. The Agency (IDOT) or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- d. The ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection c. above, to the Agency. The auditing agency will afford the ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- e. Records under subsection c. above shall be maintained and made available during performance on IDOT loan work under this AGREEMENT and until 3 years from date of final IDOT loan audit for the project. In addition, those records which relate to any "dispute" appeal under pursuant to the Loan Rules Section 365/662.650 (Disputes), or litigation, or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until 3 years after the date of resolution of such appeal, litigation, claim or exception.
- f. The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- g. The ENGINEER certifies that to the best of its knowledge and belief that it and its principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of theft, forgery, bribery, falsification or

destruction of records, making false statements or receiving stolen property. (c) are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any type of offenses enumerated in paragraph (b) of this certification; and (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. The ENGINEER understands that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fines of up to \$10,000 or imprisonment for up to 5 years, or both.

- h. The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Failure by the engineer to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

6. Insurance

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

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

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

THE VILLAGE AGREES,

1. Payment for all services listed under **Project Planning, Design, Construction Guidance, and Construction Observation** of section **"THE ENGINEER AGREES"** of this AGREEMENT shall be based on the actual time spent on the PROJECT by the classifications of employees. Exhibit A - 2026 Schedule of Charges shall be used for this project. The Schedule of Charges may be revised annually. Reimbursement of expenses and costs incurred specifically in fulfilling the terms of this AGREEMENT such as, but not limited to, outside professional services, stakes, blueprints, supplies, toll calls, transportation and subsistence shall be at the actual cost. The estimated fees for the 4-Construction Observation of section **"THE ENGINEER AGREES"** are \$10,000.00. The aggregate of all charges for the above work shall not exceed a maximum amount of \$11,000.00 without written approval from the VILLAGE.
2. The ENGINEER may submit monthly or periodic statements requesting payment. Such statements shall be based upon the amount and value of the services provided and expenses incurred by ENGINEER to the date of the statement and shall be supplemented or accompanied by such supporting data as may be required by the VILLAGE.

IT IS MUTUALLY AGREED,

1. It shall be the ENGINEER's responsibility, when total monies due the ENGINEER as reimbursement for actual costs approach a point near 50% of the reimbursable actual costs specified above, to review the work accomplished and make an estimate showing costs incurred and costs of services still required of the ENGINEER to complete his obligation. He shall do the same prior to when the costs incurred reach 90% of reimbursable actual costs. If any of these estimates exceed the upper limit of reimbursable actual costs, the ENGINEER shall immediately submit the estimate to the VILLAGE. The VILLAGE shall review the estimate and promptly direct the ENGINEER to:
 - a. Stop work at a logical point when monies due the ENGINEER are within the limit of reimbursable actual costs, or
 - b. Continue work under the terms of the AGREEMENT up to an adjusted limit of reimbursable actual costs as authorized in writing by the VILLAGE. The ENGINEER will make no claim for payment in excess of the original limit of reimbursable actual costs without having received such written authorization prior to incurring the excess costs.
2. The provisions of this Section and the various rates of compensation for ENGINEER's services provided for in this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the PROJECT. Time is of the essence and therefore the project shall be completed with due diligence to conform to the agreed upon completion timing. The Draft Project Plan shall be delivered to the VILLAGE for their review and comments within 180 days after the Notice to Proceed from the VILLAGE. The Final Project Plan will be submitted within 60 days of receiving

comments from the VILLAGE regarding the Draft Project Plan. The ENGINEER shall not be responsible for any time delays in the PROJECT caused by circumstances beyond the ENGINEER's control.

3. The VILLAGE may at any time, by written order, make changes within the general scope of this AGREEMENT in the services or work to be performed. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this AGREEMENT, an equitable adjustment shall be made and this AGREEMENT shall be modified in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within 30 days from the date of receipt of the ENGINEER of the notification of change unless the VILLAGE grants additional time before the date of final payment. No services for which an additional compensation will be charged by the ENGINEER shall be furnished without the written authorization of the VILLAGE.
4. Services performed during the performance of the AGREEMENT made necessary by the following circumstances or events shall be considered as Additional Services:
 - a. Services performed as a result of litigation, arbitration, public hearings or other legal or administrative proceedings involving the PROJECT other than a dispute between the VILLAGE and ENGINEER.
 - b. Services performed to accomplish property surveys, preparation of legal description plats and documents for the acquisition of land, easements and/or right-of-way, and assistance to the VILLAGE in acquiring any necessary land, easements and right-of-way.
 - c. Services performed in connection with supplemental archaeological surveys and wetland determinations if required by government permitting agencies.
 - d. Payment for Additional Services shall be based on the actual time spent on the PROJECT by the classifications of employees. Exhibit A - 2026 Schedule of Charges shall be used for this PROJECT. Reimbursement of expenses and costs incurred specifically in fulfilling the additional services authorized by the terms of this AGREEMENT such as, but not limited to, outside professional services, blueprints, supplies, toll calls, transportation and subsistence shall be at the actual cost to the ENGINEER. It is agreed that the VILLAGE will not be obligated for additional services unless authorized in writing by the VILLAGE.
5. Services resulting from significant changes in general scope of the PROJECT including, but not limited to, changes in size, complexity, or VILLAGE's schedule; and revising previously accepted studies or reports, when such revisions are due to causes beyond ENGINEER's control shall be considered as a Change in Scope.
6. The obligation to provide further services under this AGREEMENT may be terminated by either party upon 7 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the

terminating party.

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

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

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this ____ day of _____, 2026.

VILLAGE OF Forsyth:

CHASTAIN & ASSOCIATES LLC:

By: _____
Jim Peck
President

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

ATTEST:

ATTEST:

By: _____
Jill Applebee
Village Clerk

By: _____
Daniel Luka
Project Manger



2026 SCHEDULE OF RATES

<u>Classification</u>	<u>Per Hour Rate Net</u>		
Engineers	From	To	
Project Principal	\$ 264.00	- \$	264.00
Professional V	\$ 277.30	- \$	290.00
Professional IV	\$ 209.65	- \$	247.50
Professional III	\$ 183.18	- \$	210.34
Professional II	\$ 134.97	- \$	178.79
Professional I	\$ 122.13	- \$	154.70
Surveyors			
Chief of Survey	\$ 200.77	- \$	200.77
Surveyor II	\$ 91.61	- \$	123.82
Technical			
Technician V	\$ 192.19	- \$	193.94
Technician IV	\$ 146.75	- \$	156.75
Technician III	\$ 135.70	- \$	192.19
Technician II	\$ 94.97	- \$	117.05
Technician I	\$ 91.61	- \$	91.81
Office Services and Records			
Administrative	\$ 75.47	- \$	198.00

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

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

A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day.

Necessary field vehicles are charged at a maximum \$90.00 per day. All other mileage is charged at \$0.725 per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

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

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

Updated 1/1/26

NEW BUSINESS

ITEM 6

MEMORANDUM



To: Village of Forsyth Mayor and Board of Trustees
 From: Thomas Mathews, P.E.
 Date: March 3, 2026
 cc: Ms. Jill Applebee, Village Administrator
 Mr. Darin Fowler, Public Works Director
 Re: Water Towers and Ground Storage Tank Construction Services

Honorable Mayor and Trustees,

The contractor is ready to begin work on the Water Towers and Ground Storage Tank. Because we want to provide the Village with the best service possible, we contacted KLM who conducted the inspection of the infrastructure to assist our team with the construction oversight.

KLM will supplement our construction services with staff from their team to ensure proper oversight of the cleaning, repair, and painting of the two towers and ground storage tank.

In addition, our services, as always, will include overseeing the pay applications and ensuring proper management of the project. The total, not to exceed estimate for the proposed construction observation services totals \$165,000.

Total Project Budget Breakdown:

2025 Budget

Design and Bidding Contract:	\$ 165,000
(\$49,700 left in 2025 budget)	\$ 115,200
Total remaining in 2025 Budget:	\$ 49,800

2026 Budget

Village Budget: Const & Obs Services:	\$2,061,400
Construction Contract:	\$1,874,000
Construction Obs Services:	\$ 165,000
Total Remaining in 2026 Budget:	\$ 22,400

Please let us know if you have any concerns or questions regarding this project. We are always happy to help.

**AGREEMENT FOR ENGINEERING CONSTRUCTION SERVICES
FOR THE
VILLAGE OF FORSYTH, IL**

WATER TOWERS, GROUND STORAGE TANK & AERATOR STANDPIPE MAINTENANCE SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2026, by and between the **VILLAGE OF FORSYTH, ILLINOIS**, hereinafter referred to as the **"VILLAGE"** and **CHASTAIN & ASSOCIATES LLC**, 5 N. Country Club Road, Decatur, Illinois 62521, hereinafter referred to as the **"ENGINEER"**, covers professional engineering services in connection with the plans and specifications of the improvements hereinafter referred to as the **"PROJECT"**.

This **AGREEMENT** includes the engineering construction observation and guidance of maintenance repairs and repainting of the water towers, ground storage tank, and aerator standpipe.

Pursuit of funding through Illinois EPA's Public Water Supply Loan Program (PWSLP) was discontinued and the full costs of the project are being paid out of local funds. Any references in this Agreement to the IEPA revolving loan program and its specific requirements no longer apply and shall be disregarded. The scope of proposed **PROJECT** generally includes maintenance activities on the **VILLAGE** owned 400,000-gallon north water tower, 250,000-gallon south water tower, the 200,000-gallon ground storage tank, and the aerator standpipe. A detailed scope of the services to be performed by the **ENGINEER** is provided below. Other items may be reviewed for inclusion within the **PROJECT**, as determined by discussions with the **VILLAGE**.

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

THE ENGINEER AGREES:

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

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

- a. ~~Prepare the Project Plan as detailed in the EPA's Public Water Supply Loan Program (PWSLP), items No. 1 through No. 17 of the Project Plan Submittal Checklist, WPC 756 6/2018.~~
- b. ~~Evaluate the costs and benefits of constructing various upgrades as described as the "PROJECT" above. Final determination of the recommended improvements will be made based on the engineering evaluation, siting requirements and VILLAGE input.~~
- c. ~~Evaluate the existing water distribution system to identify recommended improvements to remedy issues with undersized mains, dead end loops, and sections of existing mains prone to leaks and breaks. Prepare a recommendation of lines to be replaced based on financial benefit and input from the VILLAGE.~~

- d. — Meet with the **VILLAGE** to present preliminary recommendations and receive input from the **VILLAGE** regarding the Project Planning.

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

- a. — Retain a qualified consultant to conduct detailed inspections of the four **VILLAGE** owned facilities included in the **PROJECT**. The inspection shall utilize a remote operated vehicle (ROV) to evaluate submerged features and interior and exterior evaluations of the facilities. Documentation of the inspections will consist of a final evaluation report and a cost estimate for all structure repairs and coating replacements. See Exhibit B, attached, for additional information regarding the scope of these services. Note: This work has been completed.
- b. — Meet with **VILLAGE** staff to present Inspection Report recommendations and receive input from the **VILLAGE** regarding the maintenance activities to be included in the **PROJECT** scope. It is anticipated that the scope of maintenance work to be included is limited to the items recommended in the inspection reports from KLM Engineering dated October 2023.
- c. — Project Time of Performance — To complete the initial design services within **180** calendar days from the receipt of a Notice to Proceed from the **VILLAGE**.
- d. — Make such detailed surveys as are necessary for the preparation of detailed construction plans for the project described in the final Project Plan report.
- e. — Prepare construction drawings and specifications for permits and bidding the proposed maintenance repairs and repainting of the water towers, ground storage tank, and aerator standpipe as necessary. It is anticipated that the scope of maintenance work to be included is limited to the items recommended in the inspection reports from KLM Engineering dated October 2023. The addition of mixers to the two elevated water tanks is also included in the scope of work to be performed.
- f. — Identify any easements or ROW acquisition needed for construction of the proposed improvements, prepare easement plats where required. Easement negotiations with affected property owners or payments to property owners are not included in the **ENGINEER's** scope of work.
- g. — The work described above may be constructed in phases as may be required due to the type of construction, funding, timing or other factors. Detailed plans and specifications will be prepared for a single bid package with one construction contract for the work. Proposed phasing of work by the contractor during construction to be agreed upon with the village staff and described in the bid documents.
- h. — Prepare an opinion of probable costs for the project construction based on the final plans and specifications.
- i. — Furnish copies of the Contract Documents consisting of Construction Agreement Forms, General Conditions, Special Conditions, Detailed Construction Plans and Specifications for review by the **VILLAGE** and for submission to permitting authorities.

- j. ~~Meet with the **VILLAGE** during the design process for review and input into the scope and proposed construction sequence.~~
- k. ~~Incorporate the **VILLAGE's** review comments into the final set of contract documents.~~
- l. ~~Assist the **VILLAGE** with necessary permit applications to all governmental and other authorities having jurisdiction to approve portions of the Project such as, but not limited to, Illinois Environmental Protection Agency and the Village of Forsyth.~~

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

- a. ~~Consult with the **VILLAGE** and with the Contractor on interpretation of plans and specifications and regarding any changes under consideration as construction proceeds. Provide benchmark, control points and key structure locations for the Contractor at the construction sites.~~
- b. ~~Provide periodic job site inspection by the Project Manager, or his representatives, during the construction period.~~
- c. ~~Prepare and submit all payment estimates, change orders, records, and reports required by the **VILLAGE** and required to comply with the EPA's PWSLP.~~
- d. ~~Endeavor to safeguard the **VILLAGE** against defects and deficiencies on the part of the contractor, but the **ENGINEER** does not guarantee the performance of the contract by the Contractor.~~
- e. ~~Conduct final inspection of construction and prepare final papers and reports.~~
- f. ~~Revise contract drawings to show location and nature of improvement as actually constructed and supply record drawings of the completed project to the **VILLAGE**.~~
- g. ~~Inspect the Contractor's operations for compliance with the plans and specifications and the keeping of complete project records.~~
- h. ~~Review and check all shop and working drawings.~~
- i. ~~Review and check all reports by testing laboratories on equipment and material tested.~~
- j. ~~Provide bidding services including issuing bidding notices, printing of plans and specifications, addressing contractor inquiries regarding the **PROJECT**, bid opening and tabulation of bids and recommendation of award.~~
- k. ~~Project Time of Performance — To complete the engineering construction guidance services within ____ calendar days from the construction advertisement of the **PROJECT**, or within ____ days after **PROJECT** achieves substantial completion, whichever comes first.~~

4. **Construction Observation and Guidance** – The project manager will communicate with the construction observer daily to help enforce the project specifications. The project manager is the main contact between the contractor's representative and the Owner/Engineer.
- a. Attend pre-construction conference at start of surface preparation.
 - b. Retain a qualified steel welding consultant to conduct detailed inspections of the four VILLAGE owned facilities included in the PROJECT.
 - c. Periodically perform on-site review of project's work status and report to the Owner.
 - d. Coordinate progress meetings, as necessary.
 - e. Scheduling inspections.
 - f. Review of inspector's daily documentation.
 - g. Monitor structure repairs and modifications.
 - h. Monitor contractors mixing and coating applications.
 - i. Review contractors progress for adherence to the construction schedule.
 - j. Submit weekly inspection reports and photos.
 - k. Monitor punch list items for corrective actions.
 - l. Substantial completion and project acceptance documents.
 - m. Monitor punch list items and subsequent corrective action by the contractor.
 - n. Review and approve shop drawings.
 - o. Review and process pay applications from the contractor for submittal to Owner.
 - p. Collect certified payroll for submittal to Owner.

Final inspection, substantial completion and project acceptance - This phase of the project will be billed upon submission of the warranty inspection report.

5. **Project Required Provisions**

- a. ~~The **ENGINEER** agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the Public Water Supply Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA the **ENGINEER** acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.~~
- b. ~~The **ENGINEER** agrees to include paragraphs c. through e. of this clause in all his contracts and all tier subcontracts which are in excess of \$25,000 and directly related to project performance.~~
- c. The **ENGINEER** agrees to maintain books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this **AGREEMENT** consistent with generally accepted Accounting Principles. ~~The Agency (IEPA) or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be~~

provided for access and inspection. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

- d. ~~The **ENGINEER** agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection c. above, to the Agency. The auditing agency will afford the **ENGINEER** an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.~~
- e. ~~Records under subsection c. above shall be maintained and made available during performance on IEPA loan work under this **AGREEMENT** and until 3 years from date of final IEPA loan audit for the project. In addition, those records which relate to any dispute pursuant to the Loan Rules Section 365/662.650 (Disputes), or litigation, or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until 3 years after the date of resolution of such appeal, litigation, claim or exception.~~
- f. The **ENGINEER** warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the **VILLAGE** shall have the right to annul this **AGREEMENT** without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- g. The **ENGINEER** certifies that to the best of its knowledge and belief that it and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property. (c) are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any type of offenses enumerated in paragraph (b) of this certification; and (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. The **ENGINEER** understands that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fines of up to \$10,000 or imprisonment for up to 5 years, or both.
- h. The **ENGINEER** shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The **ENGINEER** shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the **ENGINEER** to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

6. Insurance

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

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

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

THE VILLAGE AGREES,

1. Payment for all services listed under ~~Project Planning, Design, and Construction Observation and Guidance~~ of section **"THE ENGINEER AGREES"** of this **AGREEMENT** shall be based on the actual time spent on the **PROJECT** by the classifications of employees. Exhibit A - Schedule of Charges effective January 1, 2026, shall be used for this project. The Schedule of Charges may be revised annually. Reimbursement of expenses and costs incurred specifically in fulfilling the terms of this **AGREEMENT** such as, but not limited to, outside professional services, stakes, blueprints, supplies, toll calls, transportation and subsistence shall be at the actual cost plus 10% administration fee. The estimated fees for the 4-Construction Observation and Guidance phase under **"THE ENGINEER AGREES"** are \$165,000.00.
2. The **ENGINEER** may submit monthly or periodic statements requesting payment. Such statements shall be based upon the amount and value of the services provided and expenses incurred by **ENGINEER** to the date of the statement and shall be supplemented or accompanied by such supporting data as may be required by the **VILLAGE**.

IT IS MUTUALLY AGREED,

1. It shall be the **ENGINEER's** responsibility, when total monies due the **ENGINEER** as reimbursement for actual costs approach a point near 50% of the reimbursable actual costs specified above, to review the work accomplished and make an estimate showing costs incurred and costs of services still required of the **ENGINEER** to complete his obligation. He shall do the same prior to when the costs incurred reach 90% of reimbursable actual costs. If any of these estimates exceed the upper limit of reimbursable actual costs, the **ENGINEER** shall immediately submit the estimate to the **VILLAGE**. The **VILLAGE** shall review the estimate and promptly direct the **ENGINEER** to:
 - a. Stop work at a logical point when monies due the **ENGINEER** are within the limit of reimbursable actual costs, or
 - b. Continue work under the terms of the **AGREEMENT** up to an adjusted limit of reimbursable actual costs as authorized in writing by the **VILLAGE**. The **ENGINEER** will make no claim for payment in excess of the original limit of reimbursable actual costs without having received such written authorization prior to incurring the excess costs.
2. The provisions of this Section and the various rates of compensation for **ENGINEER's** services provided for in this **AGREEMENT** have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT**. Time is of the essence and therefore the project shall be completed with due diligence to conform to the agreed upon completion timing. The **ENGINEER** shall not be responsible for any time delays in the **PROJECT** caused by circumstances beyond the **ENGINEER's** control.
3. The **VILLAGE** may at any time, by written order, make changes within the general scope of this **AGREEMENT** in the services or work to be performed. If such changes cause an increase or decrease in the **ENGINEER's** cost or time required to perform any services under this **AGREEMENT**, an equitable adjustment shall be made, and this **AGREEMENT** shall be modified in writing. The **ENGINEER** must assert any claim for adjustment under this clause in writing within 30 days from the date of receipt of the **ENGINEER** of the notification of change unless the **VILLAGE** grants additional time before the date of final payment. No services for which an additional compensation will be charged by the **ENGINEER** shall be furnished without the written authorization of the **VILLAGE**.
4. Services performed during the performance of the **AGREEMENT** made necessary by the following circumstances or events shall be considered as Additional Services:
 - a. Services performed as a result of litigation, arbitration, public hearings or other legal or administrative proceedings involving the **PROJECT** other than a dispute between the **VILLAGE** and **ENGINEER**.
 - b. Geotechnical exploration and/or reports.
 - c. Potholing and other methods of subsurface utility excavation to determine utility locations and depths.
 - d. Land, easements and rights-of-way acquisition assistance.

- e. Services performed in connection with environmental & hazardous waste testing and remediation.
 - f. Payment for Additional Services shall be based on the actual time spent on the **PROJECT** by the classifications of employees. Exhibit A - Schedule of Charges effective January 1, 2026, shall be used for this **PROJECT**. Reimbursement of expenses and costs incurred specifically in fulfilling the additional services authorized by the terms of this **AGREEMENT** such as, but not limited to, outside professional services, blueprints, supplies, toll calls, transportation and subsistence shall be at the actual cost of the **ENGINEER**. It is agreed that the **VILLAGE** will not be obligated for additional services unless authorized in writing by the **VILLAGE**.
5. Services resulting from significant changes in general scope of the **PROJECT** including, but not limited to, changes in size, complexity, or **VILLAGE's** schedule; and revising previously accepted studies or reports, when such revisions are due to causes beyond **ENGINEER's** control shall be considered as a Change in Scope.
 6. The obligation to provide further services under this **AGREEMENT** may be terminated by either party upon 7 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 7. In recognition of the relative risks and benefits of the Project to both the **VILLAGE** and the **ENGINEER**, the risks have been allocated such that the **VILLAGE** agrees, the fullest extent permitted by law, to limit the liability of the **ENGINEER** to the **VILLAGE** for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and cost and expert-witness fees and costs, so that the total aggregate liability of the **ENGINEER** to the **VILLAGE** shall not exceed \$50,000, or the **ENGINEER's** total fee for services rendered on this **PROJECT**, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

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

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the date first above written.

VILLAGE OF FORSYTH, ILLINOIS

CHASTAIN & ASSOCIATES LLC

By: _____
Jim Peck
Mayor

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

ATTEST:

By: _____
Cheryl Marty
Village Clerk

ATTEST:

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

EXHIBIT A



2026 SCHEDULE OF RATES

<u>Classification</u>	<u>Per Hour Rate Net</u>	
Engineers	From	To
Project Principal	\$ 256.00 -	\$ 256.00
Professional V	\$ 268.90 -	\$ 281.22
Professional IV	\$ 203.30 -	\$ 235.20
Professional III	\$ 150.02 -	\$ 203.97
Professional II	\$ 126.56 -	\$ 173.38
Professional I	\$ 118.43 -	\$ 150.02
Surveyors		
Chief of Survey	\$ 194.69 -	\$ 194.69
Surveyor II	\$ 120.06 -	\$ 160.00
Technical		
Technician V	\$ 186.37 -	\$ 188.06
Technician IV	\$ 152.00 -	\$ 152.00
Technician III	\$ 131.58 -	\$ 131.58
Technician II	\$ 92.10 -	\$ 113.50
Technician I	\$ 85.54 -	\$ 88.83
Office Services and Records		
Administrative	\$ 73.18 -	\$ 192.00

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

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

A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day.

Necessary field vehicles are charged at a maximum \$90.00 per day. All other mileage is charged at \$0.725 per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

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

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

Updated 1/1/26