

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, ILLINOIS
6:30 P.M.
TUESDAY, AUGUST 6, 2024
VILLAGE HALL, 301 SOUTH ROUTE 51, FORSYTH, ILLINOIS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION BY NEW SCHOOL SUPERINTENDENT

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 JULY 16, 2024
2. APPROVAL OF WARRANTS

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

ADMINISTRATION REPORTS

1. LAW ENFORCEMENT REPORT
2. VILLAGE STAFF REPORTS

OLD BUSINESS

1. ORDINANCE NUMBER 2024-16 AN ORDINANCE AMENDING VILLAGE CODE OF ORDINANCES CHAPTER 113 REGARDING ADULT-USE CANNABIS ESTABLISHMENTS (VILLAGE ADMINISTRATOR JILL APPLEBEE)
2. ORDINANCE NUMBER 2024-14 AN ORDINANCE TO APPROVE A VARIANCE RELATING TO THE SETBACK REQUIREMENTS ON WEST SIDE OF THE PROPERTY LOCATED AT 105 S. ROUTE 51 (PLANNING AND ZONING DIRECTOR RYAN RALEIGH)
3. ORDINANCE NUMBER 2024-17 AN ORDINANCE TO APPROVE A VARIANCE RELATING TO SETBACK REQUIREMENTS ON EAST SIDE OF THE PROPERTY LOCATED AT 105 S. ROUTE 51 (PLANNING AND ZONING DIRECTOR RYAN RALEIGH)
4. ORDINANCE NUMBER 2024-18 AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT WITH SULLIVAN DEVELOPERS, LLC (VILLAGE ADMINISTRATOR JILL APPLEBEE)

NEW BUSINESS

1. ORDINANCE NUMBER 2024-19 AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH THE VILLAGE OF FORSYTH AND 12C PROPERTIES LLC SERIES 1 (VILLAGE ADMINISTRATOR JILL APPLEBEE)
2. ORDINANCE NUMBER 2024-20 AN ORDINANCE APPROVING AN AMENDMENT TO THE VILLAGE'S ZONING MAP TO CHANGE THE ZONING AT A PORTION OF THE PROPERTY DESCRIBED AS SEC 14-17-2E PRAIRIE WINDS LT 3 FROM R1 TO C1 (PLANNING AND ZONING DIRECTOR RYAN RALEIGH)
3. ORDINANCE NUMBER 2024-21 AN ORDINANCE APPROVING PRELIMINARY PLAN FOR PLANNED UNIT DEVELOPMENT AT A PORTION OF THE PROPERTY DESCRIBED AS TRACT 1 IN SEC 14-17-2E PRAIRIE WINDS LT 3 (PLANNING AND ZONING DIRECTOR RYAN RALEIGH)

4. ORDINANCE NUMBER 2024-22 AN ORDINANCE APPROVING A VARIANCE TO ORDINANCE NUMBER 2024-11 TO ALLOW FOR A MONUMENT SIGN AT 990 NORTH ROUTE 51 (PLANNING AND ZONING DIRECTOR RYAN RALEIGH)
5. ORDINANCE NUMBER 2024-23 AN ORDINANCE APPROVING AN AMENDMENT TO THE VILLAGE'S ZONING MAP TO CHANGE THE ZONING AT 690 S. US ROUTE 51 FROM R1 TO C1 (PLANNING AND ZONING DIRECTOR RYAN RALEIGH)
6. ORDINANCE NUMBER 2024-24 AN ORDINANCE APPROVING A VARIANCE TO SECTION 6.5 PARKING REQUIREMENTS AT 690 US ROUTE 51 (PLANNING AND ZONING DIRECTOR RYAN RALEIGH)
7. ORDINANCE NUMBER 2024-25 AN ORDINANCE APPROVING A VARIANCE ALLOWING AN IRREGULAR BUFFER AT 690 US ROUTE 51 (PLANNING AND ZONING DIRECTOR RYAN RALEIGH)
8. ORDINANCE NUMBER 2024-26 AN ORDINANCE APPROVING SUBDIVISION PLAT AT 690 US ROUTE 51 DESCRIBED AS PART OF LOT 11 OF COLONIAL MANOR ADDITION AND PART OF LOT 6 AKERS PLACE FORSYTH OUT LOTS (PLANNING AND ZONING DIRECTOR RYAN RALEIGH)
9. RESOLUTION NUMBER 6-2024 A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH CITY OF DECATUR FOR THE SUPPLY OF TREATED WATER (PUBLIC WORKS DIRECTOR DARIN FOWLER)
10. DISCUSSION AND POTENTIAL ACTION REGARDING FIRE HYDRANT COLORS WITHIN THE VILLAGE (PUBLIC WORKS DIRECTOR DARIN FOWLER)
11. DISCUSSION AND POTENTIAL ACTION REGARDING ROOF REPLACEMENT ON WELL 4 (PUBLIC WORKS DIRECTOR DARIN FOWLER)
12. DISCUSSION AND POTENTIAL ACTION REGARDING PAVEMENT STRIPING CONSTRUCTION ASSISTANCE (VILLAGE ENGINEER JEREMY BUENING)
13. DISCUSSION AND POTENTIAL ACTION REGARDING FORSYTH BIKE PATH REHABILITATION CONSTRUCTION ASSISTANCE (VILLAGE ENGINEER JEREMY BUENING)
14. DISCUSSION AND POTENTIAL ACTION REGARDING GRAWHAWK 1ST ADDITION PAVEMENT PATCHING AND GUTTER REPAIRS CONSTRUCTION ASSISTANCE (VILLAGE ENGINEER JEREMY BUENING)
15. DISCUSSION AND POTENTIAL ACTION REGARDING AVALON/TALON/PRAIRIE INTERSECTION REHABILITATION CONSTRUCTION ASSISTANCE (VILLAGE ENGINEER JEREMY BUENING)

ADJOURNMENT

Join Zoom Meeting

<https://us06web.zoom.us/j/87817783990>

Meeting ID: 878 1778 3990

One tap mobile

+13092053325,,87817783990# 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, JULY 16, 2024
AT FORSYTH VILLAGE HALL**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

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

Others Present: Michael Scott, Justin Reed, Mike Cassell, Mary Cassell, Donnette Beckett, John Kottke, Andrew Hendrian, Larry Baker, Angie Baker, Michael Morthland, Michael Sass, Judy Sass, Deanna Wagner, Jack Wagner

CONSENT AGENDA

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF JULY 2, 2024
2. APPROVAL OF MINUTES OF THE SPECIAL MEETING OF JULY 11, 2024
3. APPROVAL OF WARRANTS
4. APPROVAL OF TREASURER'S REPORT FOR THE MONTH OF JUNE 30, 2024

MOTION

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

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

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

Motion declared carried.

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

Residents Larry Baker, Diana Wagner and Michael Sass all spoke to the Board and shared their opinions regarding the potential cannabis dispensary.

ADMINISTRATION REPORTS

1. Law Enforcement Report
Sheriff Deputy Casner-Clark gave an update on the Forsyth Park car break-ins and said an investigation is ongoing.
2. Village Staff Reports
Village Engineer Representative Brown confirmed that the sample color pattern for Route 51 medians is in process and we should receive the sample very soon.

OLD BUSINESS

1. ORDINANCE NUMBER 2024-14 AN ORDINANCE APPROVING A VARIANCE RELATING TO SETBACK REQUIREMENTS FOR THE PROPERTY LOCATED AT 105 S. ROUTE 51 (VILLAGE ADMINISTRATOR JILL APPLEBEE)

Administrator Applebee summarized previous discussions on the topic. Illini Supply is fine as long as the fence does not block their sign or building. Andrew Hendrian, owner, summarized the details of his request. A lengthy Board discussion ensued regarding the details and the current legalities of the ordinance restrictions. Village Attorney Petrilli will need to research an additional legal question so no vote was taken and the topic tabled until the next Board meeting.

No Motion or vote was needed.

2. DISCUSSION AND POTENTIAL ACTION REGARDING POSSIBLE CANNABIS DISPENSARY (VILLAGE ADMINISTRATOR JILL APPLEBEE)

Village Administrator Applebee introduced the topic then Mayor Peck summarized how this request came to be. Several dispensaries have approached the Village with interest in

establishing a dispensary here. The Board then held two public meetings to hear input from residents. Mayor Peck said tonight's discussion is focused only on getting a consensus from the Board of whether to move forward or not on this topic. At that point, each Trustee explained their point of view, why and how they arrived at that conclusion then confirmed their decision on whether to move forward or not. Once concluded it was apparent that there was a consensus as London, Johnson, Shaw, and Young all agreed to move forward on the topic, with Gruenewald and Wendt declining forward movement. Mayor Peck noted that while he was not needed to vote, his vote would have been in the negative. He then directed Village Attorney Petrilli to redraft the ordinance regarding sale of cannabis and present it at the next meeting for a formal vote.

No Motion or vote was held.

3. DISCUSSION AND POTENTIAL ACTION REGARDING SPORTS AND NATURE PARK FIELD TILE REROUTE CHANGE ORDER (VILLAGE ENGINEER JEREMY BUENING)

Chastain Engineer Representative Brown explained details of the change order. At the last meeting, the Board agreed to increase the tile size to 12" at a cost of \$295,600.00, and the change order reflects that decision. A brief discussion was held.

MOTION

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

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

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

Motion declared carried.

NEW BUSINESS

1. DISCUSSION AND POTENTIAL ACTION REGARDING APPOINTMENT OF LIBRARY COMMISSIONER (VILLAGE LIBRARY DIRECTOR MELANIE WEIGEL)

Library Director Weigel explained that the Library Commission has an open seat and recommends approval of the appointment of Chris Kopeika to this position. She feels she is a great addition and Kopeika has a great deal of enthusiasm for this opportunity. Village

Attorney Petrelli said a voice vote was all that was needed and all agreed to appoint Kopeka to the position.

No Motion or formal vote required.

2. DISCUSSION AND POTENTIAL ACTION REGARDING RESURFACING OF PARK PLAYGROUND (VILLAGE ENGINEER JEREMY BUEING)

Village Engineer Representative Brown explained the bid from GameTime for playground resurfacing was \$112,926.77 which is under the budgeted \$115,112.05. A brief discussion was held.

MOTION

Trustee Wendt made a Motion to award the bid to GameTime as presented and Trustee Young seconded the Motion.

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

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

Motion declared carried.

3. DISCUSSION AND POTENTIAL ACTION REGARDING AVALON / TALON / PRAIRIE RECONSTRUCTION BID AWARD (VILLAGE ENGINEER JEREMY BUENING)

Village Engineer Representative Brown explained the bid received from Dunn Company for this work. Their bid was \$529,389.00 which is under the budgeted \$650,000.00 amount. Public Works Director confirmed that the current base will be removed and a new base will be installed and will properly support new asphalt. A brief discussion ensued.

MOTION

Trustee Gruenewald made a Motion to award the bid to Dunn Company as presented and Trustee Johnson seconded the Motion.

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

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

Nays: 0 – None
Absent: 0 – None

Motion declared carried.

4. DISCUSSION AND POTENTIAL ACTION REGARDING GRAYHAWK RECONSTRUCTION BID AWARD (VILLAGE ENGINEER JEREMY BUENING)

Village Engineer Representative Brown said one bid was received and that was from Dunn Company. That bid was for \$139,680.25 while the budget was planned for \$230,00.00. Chastain & Associates recommended approval of the bid to Dunn Company. Public Works Director Fowler explained further details regarding the construction. A brief discussion ensued.

MOTION

Trustee Shaw made a Motion to award the bid to Dunn Company as presented and Trustee Wendt seconded the Motion.

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

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

Motion declared carried.

5. DISCUSSION AND POTENTIAL ACTION REGARDING MALL BIKE PATH RECONSTRUCTION BID AWARD (VILLAGE ENGINEER JEREMY BUENING)

Village Engineer Representative Brown said one bid was received and that was from Dunn Company. That bid was for \$272,002.00 while the budget was planned for \$340,00.00. Chastain & Associates recommended approval of the bid to Dunn Company. Brown commented that as the project develops there may be an opportunity for future savings but that is yet to be determined. A brief discussion ensued.

MOTION

Trustee Wendt made a Motion to award the bid to Dunn Company as presented and Trustee Gruenewald seconded the Motion.

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

Village of Forsyth
Board Meeting Minutes
July 16, 2024

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

Motion declared carried.

6. DISCUSSION AND POTENTIAL ACTION REGARDING PAVEMENT STRIPING
(VILLAGE ENGINEER JEREMY BUENING)

Village Engineer Representative Brown said one bid was received and that was from Varsity Striping & Construction Company. That bid was \$37,530.00 while the budget was planned for \$170,00.00. Chastain & Associates recommended approval of the bid to Varsity Striping & Construction company. A brief discussion ensued.

MOTION

Trustee Wendt made a Motion to award the bid to Varsity Striping & Construction Company as presented and Trustee Gruenewald seconded the Motion.

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

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

Motion declared carried.

7. DISCUSSION AND POTENTIAL ACTION REGARDING BARNETT AVENUE
SUPPLEMENTAL ENGINEERING SERVICES (VILLAGE ENGINEER JEREMY
BUENING)

Village Engineer Representative Brown explained the details of the necessary engineering required for the Barnett Avenue improvements. Due to an additional IDOT requirement for a preliminary environmental site assessment Chastain & Associates is submitting a supplement to their original agreement at a cost of \$12,400 for this expense. A brief discussion followed.

MOTION

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

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

Village of Forsyth
Board Meeting Minutes
July 16, 2024

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

Motion declared carried.

A quick discussion regarding concerns that the stoplights along Route 51 during the construction are not timed correctly. Village Engineer Representative Brown confirmed she will be in contact with IDOT on this topic.

Mayor Peck then thanked the Trustees for their efforts and considerations of tonight's tough decision on cannabis. He appreciated that all of them were informed on the topic.

ADJOURNMENT

Trustee Wendt made the Motion to adjourn and Trustee Johnson seconded the Motion. All Board members agreed by voice vote, and the meeting was adjourned at 8:30 P.M.

By: *Cheryl Marty*
Village Clerk

CONSENT AGENDA

ITEM 2

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 A & A BUILD LLC 080224	30-00-837	RESHAPE JAMES COURT PLAYGROUND	3000.00	3000.00
01 AMBER BENNETT 201	01-10-914	BAGS TOURNAMENT AT FORSYTH FEST	350.00	350.00
01 ALTORFER, INC WO000101556	01-41-512	GENERATOR MAINT	9432.37	2185.43
WO000101577	01-41-512	GENERATOR MAINT		7246.94
01 AMEREN ILLINOIS 080224	51-00-571	WELL #3 UTILITIES	44.16	44.16
01 ASSOCIATION OF PUBLIC TREASURE 28729	01-11-560	R. STEWART MEMBERSHIP RENEWAL	159.00	159.00
01 BEST ONE OF CENTRAL IL 10-320574	01-41-512	FIX TIRE RED TRACTOR	52.25	52.25
01 BOB RIDINGS, INC FL2918	30-00-862	'24 FORD F150 PICKUP TRUCK	36498.00	36498.00
01 BRADFORD SUPPLY COMPANY 2637592	01-52-617	GROUNDS TILE	47.92	14.69
2638920	30-00-832-2	PARTS FOR GROOMER SHED		33.23
01 JAMES BRUMMITT 080224	01-11-547	325 LEA LN ROUGH IN INSPECTION	600.00	60.00
080224	01-11-547	489 LUCAS LN ROUGH IN INSPECTION		60.00
080224	01-11-547	489 LUCAS LN FINAL INSPECTION		60.00
080224	01-11-547	762 CHRISTOPHER DR FINAL INSPECTION		60.00
080224-1	01-11-547	325 LEA LN SERVICE INSTALL INSPECT		60.00
080224-1	01-11-547	1007 SCHROLL DR FINAL INSPECT		60.00
080224-1	01-11-547	990 US 51 FINAL INSPECT		60.00
080224-1	01-11-547	990 US 51 FINAL INSPECT		60.00
080224-2	01-11-547	KOESTER RD ELECTRIC INSPECT		60.00
080224-2	01-11-547	1005 SCHROLL DR ELECTRIC INSPECT		60.00
01 CHAMPION CHIP 24/7 LLC 1028	01-10-914	TIMING FOR 5K FORSYTH FEST	1187.50	1187.50
01 CHASTAIN & ASSOCIATES, LLC			111716.46	
080224	01-11-532	JUNE '24 ADMIN ADVISORY		5699.56
080224	01-11-532	JUNE '24 SITE PLAN REVIEW CARPET WE		2683.20
080224	30-00-864-3	JUNE '24 AVALON RE BID		8206.50
080224	01-11-532	JUNE '24 PARK ADVISORY		2763.20
080224	01-41-515	JUNE '24 STORM WATR ADVISORY		1050.80
080224	30-00-835	JUNE '24 M/F GRADE SCH BIKE PATH		3419.98
080224	30-00-810-8	JUNE '24 WTR TOWERS/GRD STORAGE		8514.60
080224	30-00-864-7	JUNE '24 GRAYHAWK 1ST ADDITION		6962.36
080224	30-00-892	JUNE '24 MALL BIKE PATH		9933.64
080224	30-00-864	JUNE '24 PAVEMENT STRIPING		6924.29
080224	30-00-860	JUNE '24 PARKING LOT A RECONSTRUCTI		4811.14
080224	38-00-863-1	JUNE '24 SPORTS/NATURE PARK		9165.43
080224	30-00-864-8	JUNE '24 PRAIRIE/TALON INTERSECTION		23332.53
080224	30-00-837	JUNE '24 PLAYGROUND		7072.63

DATE: 08/06/24

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
080224	15-00-874-2	JUNE '24 BARNETT AVE RECONSTRUCTION	8979.00	
080224	01-11-532	JUNE '24 DOLLAR GENERAL	2197.60	
01 CLOSS ELECTRIC COMPANY, INC 26711	30-00-832-2	ELECTRIC FOR SHED	3065.38	3065.38
01 CONSTELLATION NEWENERGY INC.			18358.14	
68708632801	01-11-571	JUNE '24 ELECTRIC UTILITIES	636.92	
68708632801	01-41-571	JUNE '24 ELECTRIC UTILITIES	620.03	
68708632801	01-41-572	JUNE '24 ELECTRIC UTILITIES	268.70	
68708632801	01-41-579	JUNE '24 ELECTRIC UTILITIES	459.65	
68708632801	01-52-571	JUNE '24 ELECTRIC UTILITIES	2017.58	
68708632801	01-53-571	JUNE '24 ELECTRIC UTILITIES	3188.42	
68708632801	51-00-571	JUNE '24 ELECTRIC UTILITIES	4716.10	
68708632801	52-00-571	JUNE '24 ELECTRIC UTILITIES	839.24	
68850298501	01-41-572	JULY '24 ENTRANCE SIGNS ELECTRIC	102.58	
68850322101	01-41-572	JULY '24 STREET LIGHTING ELECTRIC	5508.92	
01 COLUMN SOFTWARE PBC DEAB574-0019	01-11-553	P&Z MEETING AD FOR 8-22	99.38	99.38
01 CONSTELLATION NEWENERGY			395.11	
4084411	01-11-571	JUNE '24 GAS UTILITIES	53.99	
4084411	01-41-571	JUNE '24 GAS UTILITIES	107.61	
4084411	01-53-571	JUNE '24 GAS UTILITIES	63.99	
4084411	51-00-571	JUNE '24 GAS UTILITIES	169.52	
01 KIEU VAN NGUYEN 080224	51-00-929	W/S REFUND	779.80	779.80
01 AHW LLC CLINTON 11948452	01-52-612	EQUIP MAINT-PARTS	71.00	71.00
01 DECATUR COMPUTERS INC			135.00	
DCI50908	01-11-537	IT HELP WITH ERROR MESSAGE	81.00	
DCI50909	01-11-537	IT FOR MS CALENDAR	54.00	
01 DEMCO, INC 7503088	01-53-659	LIBRARY SUPPLIES	574.32	280.02
7503088	01-53-651	OFFICE SUPPLIES		294.30
01 DUNKER ELECT SUPPLY INC 201269-00	01-52-612	EQUIP MAINT	43.10	43.10
01 CENGAGE LEARNING INC/GALE			489.03	
84653235	01-53-671	BOOKS	104.21	
84663074	01-53-671	BOOKS	195.14	
84669275	01-53-671	BOOKS	80.22	
84689309	01-53-909	BOOKS	59.98	
84721119	01-53-671	BOOKS	49.48	
01 GARDEN PATH COMMUNITY GARDEN 080224	01-52-617-1	LIBRARY LANDSCAPING	1707.93	1649.93
196965	01-53-909	FLOWERS		58.00
01 HAROLD GIBSON 080224	51-00-929	CREDIT FOR W/S ACCOUNT	99.60	99.60
01 HILLS LANDSCAPING 5704	01-52-617-1	LIB LANDSCAPING	3875.37	3875.37

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 HOBBY LOBBY STORES, INC. 080224	01-53-913	PROGRAMMING	136.12	136.12
01 ILLINOIS HEARTLAND LIBRARY SYS 2025-0302	01-53-537	FY2025 MEMBER & BASE FEE	9613.49	9613.49
01 ILLINOIS METER INC. 3038532-00	51-00-652	OP SUPPLY 51 & SPYGLASS	875.53	875.53
01 LINDE INC. 43916753	51-00-656	CHEMICALS	9296.32	9296.32
01 LOWE'S COMPANIES, INC. 080224	01-52-611	BLDG MAINT SUPPLIES	420.52	129.47
080224	01-52-652	OP SUPPLIES		291.05
01 MACON COUNTY TREASURER 24-60	01-11-535	TIRE ROTATION & WASHER FLUID	114.71	37.21
24-61	01-11-535	REPLACE PURGE VALVE SOL '18 FORD EX		77.50
01 MAY, COCAGNE & KING, P.C. 69620	18-00-531	2023 TIF AUDIT	4000.00	1800.00
69620	01-11-531	BAL DUE ON 2023 AUDIT		2200.00
01 MENARDS 080224	01-52-652	OP SUPPLY	2324.87	392.71
080224	01-52-611	BLDG MAINT SUPPLIES		470.50
080224	30-00-832-2	SHED		929.54
080224	01-41-617	GROUND MAINT SUPPLIES		39.97
080224	01-52-617	GROUND MAINT SUPPLIES		259.31
080224	01-52-612	EQUIP MAINT SUPPLIES		106.66
080224	01-11-654	JANITORIAL SUPPLIES		103.42
080224	01-53-913	PROGRAMMING		15.44
080224	51-00-652	OP SUPPLIES METERS		7.32
01 MISSISSIPPI LIME COMPANY 1736418	51-00-656	CHEMICALS-LIME	23238.17	3632.15
1736913	51-00-656	CHEMICALS-LIME		4191.09
1737568	51-00-656	CHEMICALS-LIME		3973.45
1738149	51-00-656	CHEMICALS-LIME		3774.27
1738703	51-00-656	CHEMICALS-LIME		3837.44
1739314	51-00-656	CHEMICALS-LIME		3829.77
01 MORGAN DISTRIBUTING, INC. INV-022998	01-41-655	FUEL	3509.10	907.72
INV-022999	01-52-655	FUEL		1037.34
INV-026201	01-52-655	FUEL		953.85
INV-026202	01-41-655	FUEL		610.19
01 MUTT MITT 717690	01-52-652	OP SUPPLY	1883.83	1883.83
01 QUADIENT, INC 61210706	01-11-512	RENT POSTAGE MACHINE 8/13-11/12/24	60.00	60.00
01 ILLINOIS HEARTLAND LIBRARY SYS 30777	01-53-537	FY25 OCLC SERVICE FEE	349.11	349.11
01 PAWPRINT MINISTRIES			100.00	

SYS DATE:08/01/24

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 31

SYS TIME:09:28
[NW1]

DATE: 08/06/24

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
080224	01-53-913	PROGRAMMING		100.00
01 PAUL JACOBS 080224	01-53-913	RESIN ART PROGRAM	900.00	900.00
01 RAILS 12718	01-53-913	IL LIB PRESENTS JULY 24 TO JUNE 25	135.00	135.00
01 RANDY'S EXPER-CLEAN 10477	01-52-549	COMM ROOM CARPET CLEANING	400.00	400.00
01 AT & T 080224	52-00-552	783 STEVENS CRK PHONE LINE JULY '24	581.45	144.44
080224	52-00-552	101 HUNDLEY PHONE LINE JULY '24		144.34
080224	52-00-552	440 HUNDLEY PHONE LINE JULY '24		144.34
080224	52-00-552	815 FORSYTH PKW PHONE LINE JULY '24		148.33
01 SCHULTE SUPPLY S1216463.001	01-41-652	OP SUPPLY LOCATES	259.68	259.68
01 MACON COUNTY SHERIFF/ 080224	01-11-535	2ND QTR CONTRACTURAL SERVICES	154184.93	154184.93
01 SORLING, NORTHRUP, HANNA, CULL 222992	01-11-533	JUNE '24 LEGAL SERVICES	5850.00	5850.00
01 SPEED LUBE 00011-87369	01-41-513	OIL CHANGE '22 CHEVROLET SILVERADO	359.75	119.40
00011-87371	01-41-513	OIL CHANGE ON '11 FORD EXPEDITION		79.95
00011-87380	01-41-513	OIL CHANGE FOR '13 FORD F-350		62.95
00011-87384	01-41-513	OIL CHANGE '18 CHEVROLET SILVERADO		97.45
01 STILLWATER ENTERPRISES, INC 24-854	30-00-837	PLAYGROUND SURFACING MATERIAL	2390.00	2390.00
01 STOLLEY TERMITE & PEST CONTROL 080224	01-11-511	VH MONTHLY BUG SPRAY	110.00	45.00
080224-1	01-53-511	LIB MONTHLY BUG SPRAY		65.00
01 THIRD MILLENNIUM ASSOCIATES, I 31750	51-00-549-1	W/S BILLING SERVICE FOR AUG BILLS	437.45	218.72
31750	52-00-549-1	W/S BILLING SERVICE FOR AUG BILLS		218.73
01 TWISTED H FARM I240704114	01-10-917-1	PETTING ZOO 7-26	575.00	575.00
01 US POSTAL SERVICE (CAPS) 080224	51-00-549-1	W/S POSTAGE FOR 8-1 BILLS	745.34	372.67
080224	52-00-549-1	W/S POSTAGE FOR 8-1 BILLS		372.67
01 VAN DIEST SUPPLY COMPANY 155806	01-52-617	GROUND MAINT SUPPLIES	388.50	174.30
155807	01-52-617	GROUND MAINT SUPPLIES		214.20
01 VILL OF FORSYTH 080224	01-11-571	W/S UTILITIES FOR 6/20/-7/20/24	150.00	150.00
01 WAL-MART 080224	01-53-654	JANITORIAL SUPPLIES	105.49	8.97
080224	01-53-913	PROGRAMMING		96.52
01 WARNING LITES OF SOUTHERN ILLI 33152	01-41-652	OP SUPPLY-ROAD SAFETY	5141.00	4508.00
33179	01-41-652	BARRICADE COMBOCADE		633.00

SYS DATE:08/01/24

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 31

SYS TIME:09:28
[NW1]

DATE: 08/06/24

Tuesday August 06,2024

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
01 WATER SOLUTIONS UNLIMITED, INC 126881	51-00-656	CHEMICALS	2431.70	2431.70
** TOTAL CHECKS TO BE ISSUED			423847.88	

SYS DATE:08/01/24

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 31
Tuesday August 06,2024

SYS TIME:09:28
[NW1]

DATE: 08/06/24

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
GENERAL FUND			234547.93	
MOTOR FUEL TAX FUND			8979.00	
TIF DISTRICT FUND			1800.00	
CAPITAL PROJECT FUND			125093.82	
FORSYTH FAMILY SPORTS/NATURE PAR			9165.43	
WATER OPERATIONS			42249.61	
SEWER OPERATIONS			2012.09	
*** GRAND TOTAL ***			423847.88	
TOTAL FOR REGULAR CHECKS:			400,609.71	
TOTAL FOR DIRECT PAY VENDORS:			23,238.17	

DATE: 08/06/24

Tuesday August 06,2024

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=====

A/P MANUAL CHECK POSTING LIST

POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

PAYABLE TO REG# INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DISTR
01 WATTS COPY SYSTEM	08/01/24	60763	234.93	
246 36979677	01-11-512	VH COPIER RENTAL JUNE '24		234.93
** TOTAL MANUAL CHECKS REGISTERED			234.93	

=====

REPORT SUMMARY

CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	423847.88	234.93	424082.81
TOTAL CASH	423847.88	234.93	424082.81

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	234547.93	234.93	234782.86
15	8979.00	.00	8979.00
18	1800.00	.00	1800.00
30	125093.82	.00	125093.82
38	9165.43	.00	9165.43
51	42249.61	.00	42249.61
52	2012.09	.00	2012.09
TOTAL DISTR	423847.88	234.93	424082.81

ADMINISTRATION REPORTS

ENGINEER'S REPORT

Forsyth; August 6, 2024 Board Meeting

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



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Project 6928 – Maroa-Forsyth Grade School Bike Path

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

Plats and easements for the two easement acquisitions necessary for the project are underway and meetings with property owners to negotiate the acquisitions have occurred. Title commitments have been received. AT&T has been contacted and locations for relocating each of their utility poles has been identified and staked. Ameren informed us they will begin work on moving the pole in the next few weeks. Construction plans and specifications are undergoing Quality Assurance and preparation for release.

Project 7982 – Forsyth Park LWCF Grant Compliance

This project consists of the construction of initial site improvements to the new recreational park facility located north of W Forsyth Rd and east of N Oakland Ave. The intent of the project is to meet the requirements of the LWCF grant received for funding the purchase of the property.

Working days started on the project May 1, 2024. The contractor has been working on excavating the pond as weather permits. A modification to the route of the 12" tile was received which will result in further cost savings for the project and was approved by Mayor, Village Staff, and Engineer.

Project 8000 – Well No. 7

This project consists of the construction of a new well to backup well #6 and extension of the raw water main to the site.

Burdick and their subcontractors are working with Village staff to complete network setup and system startup.

Project 8301 – Avalon Blvd Reconstruction

The works for this project consists of the removal of concrete pavement and replacement with asphalt along Avalon Blvd. from Forsyth Pkwy. To 170 ft south of Ventura Dr. It also includes mountable curb replacement, replacement of multiple sidewalk ramps with ADA accessible ramps, a storm sewer inlet installation, and other items necessary for the completion of the work. It was originally bid and rejected in September of 2022 due to extremely high bids received. This bid also included the reconstruction of concrete. Pre-construction meeting is being scheduled and contractor is preparing to start work in the next few weeks.

Project 8498 – Advisory Services

US Route 51 Improvements

This project consists of coordination responsibilities with IDOT to communicate the Village's vision on the proposed improvements. Patching is complete and the replacement of the Median has started on the south end. We have requested the contractor provide a sample of the color for approval by the Village prior to that work commencing. As soon as weather allows, Contractor will prepare the stamped color sample for Village review and approval.

Project 8594 – Moon St Sidewalk Improvements

This project consists of reconstructing sidewalks along Elwood St and Smith St from Ruehl St to E. Shafer St (CH 20) and along Moon St from Grant St to the future bike path along the old RXR ROW east of

ENGINEER'S REPORT

Forsyth; August 6, 2024 Board Meeting

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



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Smith St. The intent is to submit this project for funding through IDOT's SRTS program so federal procedures must be followed.

Aside from a few items of work, this project has been paused until the results of the grant application are released. Unfortunately, the Village did not receive the grant. We have contacted IDOT to debrief the application. Chastain will work with Staff to prepare options for the Board's consideration.

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. After coordination, IDOT has confirmed the project will be processed as a State Approved Categorical Exclusion. The Environmental Survey Request has been submitted to IDOT and is currently under review. IDOT has indicated a Preliminary Environmental Survey Assessment (PESA) will be required for Phase I. This work will be coordinated once the supplemental agreement has been approved by IDOT.

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. This project is anticipated to utilize an IEPA loan to fund the construction.

Working on finishing the IEPA project plan which is required for an IEPA Loan application. Plans and specifications are being finished in order to submit for an IEPA construction permit. Starting work on the IEPA loan application.

Project 8793 – Advisory Services

Parks Master Planning

We continue to assist the Village with layout and cost estimating for the various park improvements across Forsyth.

Project 8811 – Pavement Striping Design & Bid

This project consists of establishing a striping plan for the entire Village (with the exception of Woodland Hills which is scheduled to be rehabilitated in 2025 and there is no reason to stripe it at this time), finalizing quantities for the striping to include for the contractors for bidding, and bidding services. Pre-construction meeting is being scheduled and contractor is preparing to start work in the next few weeks.

Project 8812 – Prairie at Talon Intersection Design & Bidding

This project consists of field work, coordination with utilities, engineering design, quantity calculations and schedules, engineered plans and specifications, bidding documents and special provisions, and bid letting and award for the complete reconstruction of the intersection at Talon Lane and Prairie Lane in Grayhawk Addition. Pre-construction meeting is being scheduled and contractor is preparing to start work in the next few weeks.

Project 8813 – Grayhawk 1st Addition Pavement Patching and Gutter Repairs Design and Bidding Services

This project is the second phase of necessary patching in Grayhawk. Scope of work includes the patching review and layout, quantity calculations and schedules, plan sets, specifications, bidding documents and special provisions, bid letting, and award of bids. Pre-construction meeting is being scheduled and contractor is preparing to start work in the next few weeks.

ENGINEER'S REPORT

Forsyth; August 6, 2024 Board Meeting

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



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Project 8821 – Parking Lot A Reconstruction

Project is out to bid. Bids will be received August 14, 2024.

Project 8822 – Mall Path Rehabilitation

This project consists of designing repairs for the Mall Path, located behind the mall between Hickory Point Road and Weaver Road. Contractor is preparing to start work in the next few weeks.

Project 8846 – Forsyth Park Playground

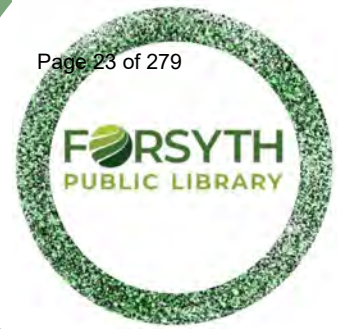
This project consists of the layout and design for the new playground at Forsyth Park, included is an ADA accessible route and curb for pour-in-place surfacing. Project is out to bid. Bids will be received August 14, 2024.

Library Director's Report

Village Board Meeting

Aug 6, 2024

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Library Updates:

- We are thrilled to announce the successful launch of Hoopla, a NEW digital service for our patrons. Hoopla allows residents with a library card to borrow and enjoy audiobooks, eBooks, comics, movies, TV, magazines, or music everywhere you have a screen - your computer, your phone, your car, or even your TV for free. The BEST part: There is no waiting! Everything available on Hoopla is an instant download. All you need is a library card. Hoopla syncs across all your devices, so you can stream titles immediately or whenever you're in the mood. Most titles can also be downloaded to your phone or tablet.
- To sign up for Hoopla, just visit <https://www.hoopladigital.com/> or download the Hoopla app from your app store. You'll need to search for Forsyth Public Library and then enter your library card number and your PIN (the same one you use for your library account). Typically, your PIN is the last four digits of your library card number.
- Summer Reading fun came to a close with an End of the Summer Reading Party featuring inflatable water slides. It was a huge hit among our young patrons! Participants have until Aug 3 to turn in reading logs and collect prizes. Full stats for Summer Reading will be available in the next board packet.
- The youth services librarian transition has gone smoothly with Kelsey taking over story time duties and collaborating with Jana on the Summer Reading programs. Kelsey will officially launch her new kids' programs including a Pokemon Club, a Graphic Novel book club, and a monthly craft program at the start of September.
- FPL recently began circulating six Roku Streaming Sticks, which each feature a different streaming service including Netflix, Max, BritBox, Paramount+, Peacock, Disney+/Hulu and AppleTV. Patrons can borrow a Roku stick for one week, and the program has been very popular.
- I recently attended Director's University, a program sponsored by the IL State Library and the regional library systems to provide education and mentorship to new public library directors. It was incredibly informative, and I was able to connect with many local directors as well as those with similarly sized libraries to discuss important library issues.

Melanie Weigel, Director

UPCOMING ADULT PROGRAMS

AUG 1, 8, 15 & 22 *Beginner Crochet 4 Part Series*
AUG 3 *Charcuterie Board Program*
AUG 6 *Women's Self-Defense Class*

Public Works Report 7-31-24

Parks:

- * All pocket parks have new equipment, new mulch. We still need to replace the park benches and add mulch to James Court and Avalon. Also, reshape dirt and plant grass seed at these two parks.
- * Repaired lights at James Ct trail and pavilion.
- * Completed Veteran's Pavilion staining, looks awesome. We also stained / coated the observation deck, looks very good.
- * Contractor landscaped and planted flowers at the Library Youth Garden, looks amazing.
- * Field 4 Dugouts, Fields 4/5 bathrooms and pocket park gazebos have had their roofs replaced with metal roofing, looks spectacular.
- * Sprayed Park ponds with weed killer.
- * Painted Hundley walk bridge, Veteran's pond bridge, and the circle track bridge, looks nice.
- * Patched north of W Weaver Rd trails, it's made a difference.

Parks to do list:

- * Parking Lot A, South of W Weaver Rd Trails, Veteran's Pond Spillway, public field backstops.
- * Add dirt to the trail system edges, cut trees, and hole #7- and #15-disc golf basket improvements.
- * Fitness Court information for budget.

Park Priorities for the upcoming few weeks:

Get the parks back into shape following these consistent day-to-day rains, looks shaggy.

Village:

- * We maintained the Village Hall, the Library, and other property / easements throughout the Village.
- * We worked on permits, ordinances, inspections, and concerns.
- * Replaced Library fountain pump as it failed on us.
- * Continued with pothole patching.
- * Continued with limb, tree & weed removal.

Village to do list:

- * Budget.
- * Christopher Sub-D sidewalk repairs.

Village Priorities for the upcoming few weeks:

Road, intersection, and trail projects.

Water Treatment Plant / Sewer:

- * Continued with meeting monthly / annual IEPA sampling and analysis requirements.
- * Working on verifying water valve positions and exercising the water valves. Started at North Tower 12" water main and we are working west. Currently at Talon / Raptor.
- * Lime lagoons #2, #3 are currently being emptied for drying and farm field applications.

-
- * Well 7 construction is complete. Working on communications from well to the WTP. Will need to finish IEPA compliance requirements, pump testing, and to clean / sanitize the water main from #7 to #6 prior to putting into permanent service.
 - * IRWA / IEPA nitrification field study completed.
 - * Sanitary lift station wet well annual cleaning completed.
 - * Worked Beaver Creek lift station pump repair / maintenance.
 - * Continued with new operator training.

Water / Sewer to do list is:

- * IEPA Lead/Copper annual sampling.
- * Quarterly water system preventive maintenance.
- * Polymer system upgrade.

Water / Sewer Priorities:

Forsyth / Decatur cross connection.
Water Tower maintenance.

Thanks, Darin – Public Works Director







OLD BUSINESS

ITEM 1

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: August 6, 2024
Subject: Cannabis

For consideration at the meeting is an amendment to the Village Code of Ordinances Chapter 113 to allow for Adult-Use Cannabis Dispensing Organizations. This is only an amendment to the Code. If approved, the Village needs to submit proposed changes to the Development Ordinance to the Planning and Zoning Commission for consideration at their August 22, 2024 meeting.

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

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER
2024-16

**AN ORDINANCE AMENDING VILLAGE CODE OF ORDINANCES CHAPTER 113
REGARDING ADULT-USE CANNABIS ESTABLISHMENTS**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

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

Village Trustees

Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Forsyth
on _____, 2024

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

ORDINANCE NO. 2024-16

**AN ORDINANCE AMENDING VILLAGE CODE OF ORDINANCES CHAPTER 113
REGARDING ADULT-USE CANNABIS ESTABLISHMENTS**

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

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that protect the public health, safety and welfare of its citizens; and

WHEREAS, this Ordinance is adopted pursuant to the provisions of the Illinois Cannabis Regulation and Tax Act, Public Act 101-0027, which provides that the Village has the authority to prohibit adult-use cannabis business establishments; and

WHEREAS, the Village has held public meetings and sought public input and comment related to allowing certain Adult-Use Cannabis Establishments in the Village; and

WHEREAS, the Village has determined that the operation of an Adult-Use Cannabis Dispensing Organization would not present adverse impacts upon the health, safety and welfare of the residents, and additional costs, burdens and impacts upon law enforcement and regulatory operations of the Village; and

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

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

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

Section 2. Amendment to Text of the Village Code of Ordinances Chapter

113. Village of Forsyth Code of Ordinances Chapter 113 on Cannabis Business Establishments is hereby amended as follows (added; ~~deleted~~) (clean version shown in attached Exhibit A):

CHAPTER 113. CANNABIS BUSINESS ESTABLISHMENTS

Sec. 113.1 Definitions.

The following words and phrases shall, for the purposes of this Article VII, have the meanings respectively ascribed to them by this section, as follows:

ADULT-USE CANNABIS BUSINESS ESTABLISHMENT: A cultivation center, craft grower, processing organization, infuser organization, dispensing organization or transporting organization.

ADULT-USE CANNABIS CRAFT GROWER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS CULTIVATION CENTER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and cannabis-infused products to licensed cannabis business establishments, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS DISPENSING ORGANIZATION: A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS INFUSER ORGANIZATION OR INFUSER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product, per the Cannabis Regulation and Tax Act, (P.A.101-

0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS PROCESSING ORGANIZATION OR PROCESSOR: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS TRANSPORTING ORGANIZATION OR TRANSPORTER: An organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

PERSON: Any person, firm, corporation, association, club, society or other organization, including any owner, manager, proprietor, employee, volunteer or agent.

Sec. 113.2 Certain Cannabis Business Establishments Prohibited.

The following Adult-Use Cannabis Business Establishments are prohibited in the Village. No person shall locate, operate, own, suffer, allow to be operated or aide, abet or assist in the operation within the Village any of the following:

- Adult-Use Cannabis Craft Grower
- Adult-Use Cannabis Cultivation Center
- ~~Adult-Use Cannabis Dispensing Organization~~
- Adult-Use Cannabis Infuser Organization or Infuser
- Adult-Use Cannabis Processing Organization or Processor
- Adult-Use Cannabis Transporting Organization or Transporter

Sec. 113.3 Certain Cannabis Business Establishments Allowed.

The following Adult-Use Cannabis Establishments are allowed in the Village; provided that they comply with all Village zoning requirements set forth in this Chapter and in the Development Ordinance:

Adult-Use Cannabis Dispensing Organization

~~Sec. 113.3~~ Sec. 113.4. Public Nuisance Declared.

Operation of any prohibited Cannabis Business Establishment within the Village is hereby declared a public nuisance and shall be abated pursuant to all available remedies. Operation of any allowed Cannabis Business Establishment within the Village on a property not zoned for the Cannabis Business Establishment is hereby declared a public nuisance and shall be abated pursuant to all available remedies.

~~Sec. 113.4~~ Sec. 113.5. Violations.

Violations of this chapter may be enforced in accordance with the provisions of section 10.99 of this Code and may result in revocation of Village permits required for operation of a Cannabis Business Establishment.

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

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

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

SO ORDAINED this _____ day of _____ 2024, at Forsyth, Macon County, Illinois.

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

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

Exhibit A

CHAPTER 113. CANNABIS BUSINESS ESTABLISHMENTS

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An organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

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- Adult-Use Cannabis Cultivation Center
- Adult-Use Cannabis Infuser Organization or Infuser
- Adult-Use Cannabis Processing Organization or Processor
- Adult-Use Cannabis Transporting Organization or Transporter

Sec. 113.3 Certain Cannabis Business Establishments Allowed.

The following Adult-Use Cannabis Establishments are allowed in the Village; provided that they comply with all Village zoning requirements set forth in this Chapter and in the Development Ordinance:

- Adult-Use Cannabis Dispensing Organization

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Operation of any prohibited Cannabis Business Establishment within the Village is hereby declared a public nuisance and shall be abated pursuant to all available remedies. Operation of any allowed Cannabis Business Establishment within the Village on a property not zoned for the Cannabis Business Establishment is hereby declared a public nuisance and shall be abated pursuant to all available remedies.

Sec. 113.5. Violations.

Violations of this chapter may be enforced in accordance with the provisions of section 10.99 of this Code and may result in revocation of Village permits required for operation of a Cannabis Business Establishment.

OLD BUSINESS

ITEM 2

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: August 6, 2024
Subject: ANDREW HENDRIAN-105 South Route 51-(West)

Regarding the variance to the west:

The request is being made to have the building/fence placed on the property line, with the condition of if a building is approved to be built at or on the west property line provided that if the neighbor to the west intends to build between 10 and 20 feet from the property line, applicant / owner must move the building / fence east up to ten feet to maintain a minimum of 20 feet between the structures on the two properties.

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

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE NUMBER
2024-14

**AN ORDINANCE APPROVING A VARIANCE RELATING TO
SETBACK REQUIREMENTS ON WEST SIDE OF THE PROPERTY LOCATED AT
105 S. ROUTE 51**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

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

Village Trustees

Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Forsyth
on _____, 2024

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

ORDINANCE NO. 2024-14

**AN ORDINANCE APPROVING A VARIANCE RELATING TO
SETBACK REQUIREMENTS ON WEST SIDE OF THE PROPERTY LOCATED AT
105 S. ROUTE 51**

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

WHEREAS, an application was filed by Andrew Hendrian for a variance to Section 4.9 of the Village Development Ordinance relating to setback requirements seeking to vary the interior 10-foot setback to allow a building / fence to be placed on the property line; and,

WHEREAS, the Planning and Zoning Commission (“Commission”) held a duly noticed public hearing on June 27, 2024, and voted unanimously (0-4) to deny recommendation of the variance to Development Ordinance Section 9, which would vary the Village setback requirements at the property located at 105 S. Route 51 and legally described as E300 N300 NE1/4(EXC HWY ROW) 99BK2887/599 BK2635/90 with PIN: 07-07-15-229-003 as requested in the application; and,

WHEREAS, Section 9.10 of the Development Ordinance permits the Village Board to approve variations from the Zoning Code upon establishment of a practical difficulty and/or particular hardship; and,

WHEREAS, the Village Board of Trustees and the Mayor of the Village of Forsyth believe it is in the best interests of the Village to grant the requested variance.

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

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

Section 2. Findings of Fact. The Village Board has reviewed the findings of fact of the Commission as set forth in the Commission's written Findings of Fact and Recommendation. The Village Board has found that the reason the variance was denied was that at least 20 feet is required between buildings to protect the buildings from fire hazards. With the condition that the Village Board intends to place on this variance, a spacing of 20 feet will remain between buildings on the Property and the adjacent property to the west. The variance would not then alter the character of the locality. Because of the permitted special use, this property is unique and the variance will allow the Property to be used more effectively for the special use allowed. The variance requested with the condition will not create hardship on the surrounding property, will not impair or diminish property values, will not unduly increase traffic, will no longer increase hazard from fire, does not increase costs to the Village, and does not impair public health, safety, or welfare.

Section 3. Description of the Property. The Property is commonly known as 105 S. Route 51 and legally described as E300 N300 NE1/4(EXC HWY ROW) 99BK2887/599 BK2635/90 with PIN: 07-07-15-229-003.

Section 4. Public Hearing. A public hearing was advertised in the Decatur Herald & Review on June 11, 2024, and held by the Planning and Zoning Commission on June 27, 2024, at which time the Planning and Zoning Commission voted to recommend denial of the variance.

Section 5. Variance. The variation requested in the Variance Request

Application, outlined herein and not recommended at the June 27, 2024, Planning and Zoning Commission meeting is hereby granted with the following condition:

A building is approved to be built at or on the west property line provided that if the neighbor to the west intends to build between 10 and 20 feet from the property line, applicant / owner must move the building / fence east up to ten feet to maintain a minimum of 20 feet between the structures on the two properties.

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

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

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

SO ORDAINED this 6th day of August, 2024, at Forsyth, Macon County, Illinois.

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

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

OLD BUSINESS

ITEM 3

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: August 6, 2024
Subject: ANDREW HENDRIAN-105 South Route 51-(East)

Regarding the variance to the east:

The 50-foot setback requirement for the east side of the property is permitted to be varied to allow for a 32-foot setback with the additional condition that any structure placed within the 18 feet allowed shall have a maximum height of 11.5 feet

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

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER 2024-17

**AN ORDINANCE APPROVING A VARIANCE RELATING TO
SETBACK REQUIREMENTS ON EAST SIDE OF THE PROPERTY LOCATED AT 105
S. ROUTE 51**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

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

Village Trustees

Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Forsyth
on _____, 2024

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

ORDINANCE NO. 2024-17

**AN ORDINANCE APPROVING A VARIANCE RELATING TO
SETBACK REQUIREMENTS ON EAST SIDE OF THE PROPERTY LOCATED AT 105
S. ROUTE 51**

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

WHEREAS, an application was filed by Andrew Hendrian for a variance to Section 4.9 of the Village Development Ordinance relating to setback requirements seeking to the 50-foot setback requirement from the IDOT ROW on the east side of the Property to allow for a 20-foot setback from the IDOT ROW on a property located within the Village; and,

WHEREAS, the Planning and Zoning Commission (“Commission”) held a duly noticed public hearing on June 27, 2024, and voted unanimously (0-4) to deny recommendation of the variance to Development Ordinance Section 9, which would vary the Village setback requirements at the property located at 105 S. Route 51 and legally described as E300 N300 NE1/4(EXC HWY ROW) 99BK2887/599 BK2635/90 with PIN: 07-07-15-229-003 as requested in the application; and,

WHEREAS, Section 9.10 of the Development Ordinance permits the Village Board to approve variations from the Zoning Code upon establishment of a practical difficulty and/or particular hardship; and,

WHEREAS, the Village Board of Trustees and the Mayor of the Village of Forsyth believe it is in the best interests of the Village to grant the requested variance.

NOW THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of

the Village of Forsyth, Macon County, Illinois, as follows:

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

Section 2. Findings of Fact. The Village Board has reviewed the findings of fact of the Commission as set forth in the Commission's written Findings of Fact and Recommendation. The Village Board has found that the reason the variance was denied was because the 50-foot setback protected lines of sight and were in the best interest of the Village. The Village Board considered a variance that would allow for a 32-foot setback as opposed to the 20-foot requested. The Village Board also considered a condition that limited the height of any structure that would be placed within the 18 feet to a maximum height of 11.5 feet. The variance with conditions would not then substantially alter the character of the locality. Because of the permitted special use, this property is unique, and the variance will allow the Property to be used more effectively for the special use allowed. The variance requested with the conditions will not create hardship on the surrounding property, will not impair or diminish property values, will not unduly increase traffic, will not increase hazards, does not increase costs to the Village, and does not impair public health, safety, or welfare.

Section 3. Description of the Property. The Property is commonly known as 105 S. Route 51 and legally described as E300 N300 NE1/4(EXC HWY ROW) 99BK2887/599 BK2635/90 with PIN: 07-07-15-229-003.

Section 4. Public Hearing. A public hearing was advertised in the Decatur Herald & Review on June 11, 2024, and held by the Planning and Zoning Commission on June 27, 2024, at which time the Planning and Zoning Commission voted to recommend

denial of the variance.

Section 5. Variance. The variation requested in the Variance Request Application, outlined herein and not recommended at the June 27, 2024, Planning and Zoning Commission meeting is hereby granted with the following conditions:

The 50-foot setback requirement for the east side of the property is permitted to be varied to allow for a 32-foot setback with the additional condition that any structure placed within the 18 feet allowed shall have a maximum height of 11.5 feet.

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

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

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

SO ORDAINED this 6th day of August, 2024, at Forsyth, Macon County, Illinois.

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

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

OLD BUSINESS

ITEM 4

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: August 6, 2024
Subject: Carpet Weaver

We had to make an amendment to the original agreement.

Section C(2)(a) of the Original Agreement is hereby amended by replacing it, in its entirety, with the following: 2. The Developer shall maintain a lease for the continuous operation of the Carpet Weavers retail store located on the Property, or a comparable commercial retail business that annually generates retail sales on the Property of an amount not less than that generated by the Carpet Weavers during the first full 12-month period following the month in which the Carpet Weavers project is complete and first open for business to the public, and continuing for the term set forth in this Agreement

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

VILLAGE OF FORSYTH, ILLINOIS

ORDINANCE NO. 2024-2024-18

FORSYTH TAX INCREMENT FINANCING DISTRICT

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A FIRST AMENDMENT TO THE
TAX INCREMENT FINANCING
(TIF) DISTRICT REDEVELOPMENT AGREEMENT**

by and between

THE VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS

and

SULLIVAN DEVELOPERS, LLC

and

REED W. SULLIVAN

**ADOPTED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS
ON THE 6TH DAY OF AUGUST, 2024.**

VILLAGE OF FORSYTH, ILLINOIS: ORDINANCE NO. 2024-18

FORSYTH TIF DISTRICT

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A FIRST AMENDMENT TO THE TAX INCREMENT
FINANCING (TIF) DISTRICT REDEVELOPMENT AGREEMENT**

by and between

**THE VILLAGE OF FORSYTH
and
SULLIVAN DEVELOPERS, LLC
and
REED W. SULLIVAN**

The Village President and Board of Trustees of the Village of Forsyth, Macon County, Illinois, an Illinois municipality (the “Village”), have determined that this First Amendment to the Redevelopment Agreement is in the best interest of the citizens of the Village of Forsyth.

THEREFORE, be it ordained by the Village President and Board of Trustees of Forsyth, Illinois, in the County of Macon, as follows:

1. The First Amendment to the TIF Redevelopment Agreement with Sullivan Developers, LLC and Reed W. Sullivan (collectively, the “Developer”) attached hereto as ***Exhibit A*** is hereby approved.
2. The Village President is hereby authorized and directed to enter into and execute on behalf of the Village said First Amendment to the Redevelopment Agreement and the Village Clerk of the Village of Forsyth is hereby authorized and directed to attest such execution.
3. The First Amendment to the Redevelopment Agreement shall be effective the date of its approval on the 6th day of August, 2024.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

[the remainder of this page is intentionally blank]

PASSED APPROVED AND ADOPTED by the Village President and Board of Trustees of the Village of Forsyth this 6th day of August, 2024.

PRESIDENT AND TRUSTEES	AYE VOTE	NAY VOTE	ABSTAIN	ABSENT
Jeff London				
Bob Gruenewald				
Marilyn Johnson				
David Wendt				
Jeremy Shaw				
Lauren Young				
Jim Peck, President				
TOTALS				

APPROVED: _____, Date ____/ ____ / 2024
President, Village of Forsyth

ATTEST: _____, Date: ____/ ____ / 2024
Village Clerk, Village of Forsyth

Attachment: **EXHIBIT A.** First Amendment to the Redevelopment Agreement by and between the Village of Forsyth and Sullivan Developers, LLC and Reed Sullivan.

EXHIBIT A

**FORSYTH TIF DISTRICT
FIRST AMENDMENT TO THE TAX INCREMENT FINANCING
(TIF) DISTRICT REDEVELOPMENT AGREEMENT**

by and between

THE VILLAGE OF FORSYTH

and

SULLIVAN DEVELOPERS, LLC

and

REED W. SULLIVAN

**VILLAGE OF FORSYTH
FORSYTH TAX INCREMENT
FINANCING DISTRICT**

**FIRST AMENDMENT TO THE
TIF REDEVELOPMENT AGREEMENT**

by and between

THE VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS

and

SULLIVAN DEVELOPERS, LLC

and

REED W. SULLIVAN

AUGUST 6, 2024

**VILLAGE OF FORSYTH
 FORSYTH TAX INCREMENT FINANCING (TIF) DISTRICT
 FIRST AMENDMENT TO THE
 TIF REDEVELOPMENT AGREEMENT
 by and between
 VILLAGE OF FORSYTH
 and
 SULLIVAN DEVELOPERS, LLC
 and
 REED W. SULLIVAN**

THIS FIRST AMENDMENT TO THE TIF REDEVELOPMENT AGREEMENT is entered into this 6th day of August, 2024, by and between the **VILLAGE OF FORSYTH** (the “Village”), an Illinois Municipal Corporation, Macon County, Illinois; and **SULLIVAN DEVELOPERS, LLC and REED W. SULLIVAN** (collectively, the “Developer”).

PREAMBLE

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

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 *et seq.*, as amended (the “Act”), the Village has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, and rehabilitate such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues and enter into contracts with developers necessary or incidental to the implementation of its redevelopment plan pursuant to 65 ILCS 5/11-74.4-4(b) and (j); and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5 the Village is authorized to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality; and

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

WHEREAS, on June 4, 2024, the Village and Developer entered into a Redevelopment Agreement (the “Original Agreement”), wherein the Village agreed to extend incentives to provide reimbursement of certain TIF eligible project costs for the Developer’s Project on the real property located at 105 Magnolia, Forsyth, Illinois (the “Property”); and

WHEREAS, it is the intent of the Village to encourage economic development which will increase the real estate and municipal tax bases of the Village and the tax bases of other taxing bodies, which increased incremental taxes will be used, in part, to finance incentives to assist redevelopment projects undertaken within the TIF District; and

WHEREAS, the Village has the authority under the Act to incur Redevelopment Project Costs (“Eligible Project Costs”) and to reimburse Developer for such costs pursuant to 65 ILCS 11-74.4-4(j); and

WHEREAS, the Parties agree to Amend the terms of the Original Agreement as set forth below.

FIRST AMENDMENT

A. AMENDED “C. INCENTIVES”

Section C(2)(a) of the Original Agreement is hereby amended by replacing it, in its entirety, with the following:

2. The Developer shall maintain a lease for the continuous operation of the Carpet Weavers retail store located on the Property, or a comparable commercial retail business that annually generates retail sales on the Property of an amount not less than that generated by the Carpet Weavers during the first full 12-month period following the month in which the Carpet Weavers project is complete and first open for business to the public, and continuing for the term set forth in this Agreement.

B. PRIOR AGREEMENT TERMS APPLY

All terms of the Original Agreement and any Exhibits to the Original Agreement shall apply to this Amendment and remain effective unless specifically modified by this First Amendment to the Redevelopment Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this First Amendment to the Redevelopment Agreement to be executed by their duly authorized officers on the above date at Forsyth, Illinois.

Village

VILLAGE OF FORSYTH,
an Illinois Municipal Corporation:

BY: _____
Village President

ATTEST: _____
Village Clerk

DEVELOPER

SULLIVAN DEVELOPERS, LLC, an Illinois
Limited Liability Company

BY: _____

NAME: _____

TITLE: _____

AND

REED W. SULLIVAN

BY: _____
Reed Sullivan

NEW BUSINESS

ITEM 1

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: August 6, 2024
Subject: Crawfords Redevelopment Agreement

This agreement is for the 12 acres of property that we own located at the southwest corner of Shafer and Sawyer. In summary:

- Property will be exchanged for a promissory note in the amount of \$184,684-and will be forgiven upon satisfactory and timely completion of the project
- Village will reimburse the Developer for their TIF eligible project cost up to \$400,000. All public infrastructure improvements shall be subject to inspection.
- The Village agrees to reimburse the developer 90% of the annual net incremental increase in real state tax revenues \$1,388,288 (TIF YEAR ENDS IN 2041 payable in 2042)

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

ORDINANCE NO. 2024- 2024-19

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

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

by and between

THE VILLAGE OF FORSYTH

and

12 C PROPERTIES, LLC SERIES 1

and

MATTHEW W. CRAWFORD

**ADOPTED BY THE CORPORATE AUTHORITIES
OF THE VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS,
ON THE 6TH DAY OF AUGUST, 2024.**

**ORDINANCE NO. 2024-19
VILLAGE OF FORSYTH, ILLINOIS
FORSYTH TAX INCREMENT FINANCING (TIF) DISTRICT
AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A REDEVELOPMENT AGREEMENT**

**by and between
THE VILLAGE OF FORSYTH
and
12 C PROPERTIES, LLC SERIES 1 and MATTHEW W. CRAWFORD**

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

1. The Redevelopment Agreement attached hereto as *Exhibit A* by and between the Village of Forsyth, Macon County, Illinois, an Illinois Municipal Corporation (the “Village”) and 12 C Properties, LLC Series 1, an Illinois Limited Liability Company, and Matthew W. Crawford is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the Village said Redevelopment Agreement and the Village Clerk of the Village of Forsyth is hereby authorized and directed to attest such execution.
3. The Redevelopment Agreement shall be effective the date of its approval on the 6th day of August, 2024.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

(The remainder of this page is intentionally blank.)

UPON MOTION by Trustee _____, seconded by Trustee _____, and **PASSED, APPROVED AND ADOPTED** by roll call vote of the Corporate Authorities of the Village of Forsyth, Macon County, Illinois, on the **6th day of August, A.D., 2024**, and deposited and filed in the Office of the Village Clerk of said Village on that date.

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

APPROVED: _____
Village President

Date: _____

ATTEST: _____
Village Clerk

Date: _____

ATTACHMENT:

EXHIBIT A. REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF FORSYTH AND 12 C PROPERTIES, LLC SERIES 1 AND MATTHEW W. CRAWFORD.

REDEVELOPMENT AGREEMENT

by and between

VILLAGE OF FORSYTH
FORSYTH TIF DISTRICT

and

12 C PROPERTIES, LLC SERIES 1 AND MATTHEW W. CRAWFORD

THIS AGREEMENT (including *Exhibits*) is entered into this **6th day of August, A.D., 2024**, by and between the **VILLAGE OF FORSYTH** (Village), an Illinois Municipal Corporation, Macon County, Illinois, and **12 C PROPERTIES, LLC SERIES 1**, an Illinois Limited Liability Company, and **MATTHEW W. CRAWFORD** (collectively, the “Developer”).

PREAMBLE

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

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

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 *et seq.*, as amended (the “TIF Act”), the Village has the authority to provide incentives to owners or prospective owners of real property to acquire, redevelop, rehabilitate and/or upgrade such property by reimbursing such owner(s) for certain costs incurred in connection with the acquisition, redevelopment, rehab and/or upgrades from increases in real estate tax revenues (“Tax Increment”) resulting therefrom or from other Village revenues to the extent specified and agreed herein; and

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

WHEREAS, included in the Forsyth TIF District Redevelopment Project Area is 12 acres of property which is currently owned by the Village located at the southwest corner of Shafer St. and Sawyer Road, Forsyth, IL (**Part of PIN 07-07-14-200-007** hereinafter referred to as the “Property”) (as described in **Exhibit 1**); and

WHEREAS, based on incentives offered by the Village, the Developer intends to acquire the Property from the Village and undertake site improvements to construct a commercial building for the operation of the RTB Fitness Center business located thereon (the “Project”); and

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

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

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

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

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

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

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

WHEREAS, pursuant to the incentives described in **Section C** below, the Parties have agreed that the Village shall reimburse the Developer for a portion of the Developer's Estimated TIF Eligible Project Costs as set forth in **Exhibit 1** attached hereto; and

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

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

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

of the Corporate Authorities of the Village precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

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

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the TIF Act, unless indicated to the contrary.
3. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision and building codes. Failure to cure the violation of any such ordinance within thirty (30) days upon being provided written notice of the same by the Village shall be cause for the Village to declare the Developer in Default and unilaterally terminate this Agreement, except where such failure is not reasonably susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.
4. The Developer shall complete the Project within eighteen (18) months from the date of this Agreement, subject to extension due to Force Majeure (defined below). The Project shall be deemed to be complete when the Developer has constructed the commercial building and all pertinent public improvements on the Property as laid out in the Plan Unit Development set forth in **Exhibit 5** attached hereto, the completed commercial building and public improvements have been deemed to meet all Village building codes and ordinances and have been approved by the Village building inspector, and the RTB Fitness Center business located on the Property is open for business to the public.
5. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The Village has created a Tax Increment Financing District known as the “Forsyth TIF District” which includes the Developer’s Property. The Village has approved certain Redevelopment Project Costs, including the types described in **Exhibit 1** for the Developer’s Project.

C. INCENTIVES

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

1. The Village shall convey the Property illustrated in **Exhibit 3** attached hereto to the Developer in exchange for a Promissory Note in favor of the Village in the amount of **One Hundred**

Eighty-Four Thousand Six Hundred Eighty-Four Dollars (\$184,684.00) (attached hereto in **Exhibit 4**). The Parties agree that the Promissory Note shall be forgiven upon satisfactory and timely completion of the Project, as set forth in **Section A** above. In the event the Project is not timely completed, the amount of the Promissory Note, plus accrued interest, shall be immediately due and payable upon written demand of the same from the Village. The terms of the sale shall be separately negotiated between the Parties under terms that are consistent with this Agreement.

2. Upon timely completion of the Project as defined in **Section A** above, the Village agrees to reimburse the Developer for its TIF eligible project costs which have been verified pursuant to **Section E** below related to public infrastructure improvements that have been dedicated to the Village, and costs related to annexation of the Property to the sanitary sewer district, up to a total amount not to exceed **Four Hundred Thousand Dollars (\$400,000.00)**. All public infrastructure improvements shall be subject to inspection by the Village Engineer and shall be completed according to the Plan attached hereto as **Exhibit 5**.
3. In addition, upon the Developer timely completing the Project as described herein, the Village agrees to reimburse the Developer **Ninety Percent (90%)** of the annual “net” incremental increase in real estate tax revenues generated by the Developer’s Project for reimbursement of the Developer’s remaining TIF eligible project costs described in **Exhibit 1** and which have been verified pursuant to **Section E** below. Said reimbursements shall commence with the “net” real estate tax increment generated by the Project in tax year 2025 and payable 2026 and shall continue for the current remaining life of the TIF District (tax year 2041 payable 2042), or upon the Developer’s receipt of a total cumulative amount when added the reimbursement set forth in paragraph 2 above of **One Million Three Hundred Eighty-Eight Thousand Two Hundred Eighty-Eight Dollars (\$1,388,288.00)**, whichever occurs first. These funds are to be allocated to, and when collected, shall be paid to the Village Treasurer for deposit in a separate account within the Special Tax Allocation Fund for the TIF District designated as the “*12 C Properties, LLC Series 1 Project Special Account*” (“Special Account”).
4. “Net” real estate tax increment is defined as annual increases in the real estate tax increment generated by the Project, after payment of a proportionate amount of TIF administrative fees and costs and payments pursuant to Intergovernmental Agreements, if any.
5. The Developer agrees to provide any information to the Village upon written request of the Village regarding the number of jobs created and/or retained by the Project as may be required by the Act and/or by the Illinois Comptroller. Failure to provide such information within 30 days of the date of Village’s request shall be cause for Village, at its sole discretion, to declare the Developer in default and/or for the Village to withhold any payments due Developer until such time as the Village’s request is satisfied.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. The Developer shall be reimbursed by the Village for all Eligible Project Costs permitted by the Act, up to an amount not to exceed **\$1,388,288.00** for verified TIF Eligible Project Costs incurred for the Project from the real estate tax increment deposited in the TIF District Special Tax Allocation Fund.

2. It is not contemplated nor is the Village obligated to use any of its proportionate share of the monies for any of the Developer's Eligible Project Costs but, rather, the Village shall use its sums for any purpose under the Act as it may in its sole discretion determine.
3. The Developer agrees to timely complete the project, subject to Force Majeure, as defined below in ***Section M***.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

1. Payment to the Developer for TIF Eligible Project Costs as set forth by the Act, shall be made by a requisition for payment of private redevelopment costs ("Requisition for Reimbursement" attached hereto as **Exhibit 2**, hereinafter referred to as "Requisition") submitted by the Developer to the Village's TIF Administrator Jacob & Klein, Ltd., with copy to The Economic Development Group, Ltd. (collectively, the "Administrator"), and shall be subject to the Administrator's approval of the costs and to the availability of funds in the Special Account.
2. All Requisitions must be accompanied by verified bills, statements, or invoices of suppliers, contractors or professionals together with mechanic's lien waivers (whether partial or full), cancelled checks, statements or invoices marked paid from each of the Parties entitled to a payment, or other proofs of payment for such bills, statements, or invoices for costs that are the subject of such Requisition.
3. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) business days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator, the reasons for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.
4. All TIF Eligible Project Costs which have been approved by the Administrator shall then be paid by the Village from the Special Account to the Developer, or to others as directed by the Developer, pursuant to the Redevelopment Plan and as allowed by Illinois Law. The Village shall pay such approved eligible Costs within 45 days of approval of said costs and pursuant to the terms set forth in *Section C* above.
5. The Parties acknowledge that the determination of TIF Eligible Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The Village has no obligation to the Developer to attempt to modify those decisions but will assist the Developer in every respect as to obtaining approval of Eligible Project Costs.
6. The Developer may submit for prior approval by the Village as TIF Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF REAL ESTATE TAX INCREMENT

1. It shall be the sole responsibility of the Developer or its designee to provide to the Village, as requested in writing, copies of all PAID real estate tax bills, annually, for the Property.
2. The failure of Developer to provide any information required herein after written notice from the Village, and the continued failure to provide such information within thirty (30) days after such notice, shall be considered a material breach of this Agreement and shall be cause for the Village to deny payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

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

If a refund of tax increment is potentially due from the Village's TIF Fund as the result of any tax objection, assessment challenge or formal appeal to the Illinois Property Tax Appeal Board (PTAB), issuance of a certificate of error or other such action, including any appeals therefrom, concerning the potential reduction of assessed value of the Property, the Village may at its sole discretion withhold the Developer's share of any such possible refund from future reimbursements calculated to be paid to the Developer under this Agreement. Furthermore, the Developer is hereby obligated to provide written notice to the Village within five (5) days of filing any such objection, assessment challenge or formal appeal to the PTAB or other such action, including any appeals therefrom, that could potentially reduce the assessed value of the Property. Failure to provide such notice shall be considered a material breach of this Agreement and shall be cause for the Village to deny payments hereunder to the Developer.

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

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

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

H. LIMITED OBLIGATION

The Village's obligation hereunder to pay Developer for TIF Eligible Project Costs described in **Exhibit 1** is a limited obligation to be paid solely from the Forsyth TIF District Special Tax Allocation Fund. Said obligation does not now and shall never constitute an indebtedness of the Village within the meaning of any State of Illinois constitutional or statutory provision and shall not

constitute or give rise to a pecuniary liability of the Village or a charge or lien against the Village's general credit or taxing power.

I. VILLAGE PUBLIC PROJECTS

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

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

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

K. COOPERATION OF THE PARTIES

1. The Village and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer's Redevelopment Project. This includes without limitation the Village assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, subsidy or additional funding which may be available from other governmental sources as the result of the Developer's or Village's activities. This also includes without limitation the Developer assisting or sponsoring the Village, or agreeing to jointly apply with the Village, for any grant, award, or subsidy which may be available as the result of the Village's or Developer's activities.
2. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.
3. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies all approvals (whether federal, state, county, or local) required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property, including, without limitation, wetland mitigation, gas, telephone, and electric utility services, roads, highways, and rights-of-way, water and sanitary sewage facilities, and storm water disposal facilities.

L. DEFAULT; CURE; REMEDIES

In the event of a default under this Redevelopment Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other party (the "Non-defaulting Party"), shall have an action for damages, or, in the event damages would not fairly compensate the Non-defaulting Party for the Defaulting Party's breach of this

Redevelopment Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the Village hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement.

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

M. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. The Developer shall complete the Project within eighteen (18) months from the date of this Agreement. However, neither the Developer nor the Village shall be deemed in default with respect to any obligations of this Agreement on either of their part to be performed if Developer or Village fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, condemnation, riots, insurrections, war, fuel shortages, Acts of God, acts caused directly or indirectly by the Village (or Village's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or Village.

N. ASSIGNMENT

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

O. WAIVER

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

P. SEVERABILITY

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

Q. NOTICES

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

TO VILLAGE:

Village of Forsyth
% Village Clerk
301 S Route 51
Forsyth, IL 62535
Telephone: (217) 877-9445
Fax: (217) 877-9863

With copy to:

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

TO DEVELOPER:

12 C Properties, LLC Series 1
% Matthew W. Crawford
13462 Sawyer Rd.
Maroa, IL 61756
Telephone: (217) 454-9957

With copy to:

R. SUCCESSORS IN INTEREST

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

S. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

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

T. INDEMNIFICATION OF VILLAGE

The Parties acknowledge that the current position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act is not applicable to TIF incentives that are received by private Developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is available on its website. If the Prevailing Wage Act is determined by a court of law, or agency with the authority to make such determination, to apply to private TIF projects, the Developer

shall indemnify and hold harmless the Village, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et. seq.*), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the Village for any claim asserted against the Village arising from the Developer's Project and/or this Agreement or any challenge to the eligibility of project costs reimbursed to the Developer hereunder. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of Village, including but not limited to the reasonable attorney fees of Village.

U. OTHER GENERAL PROVISIONS

1. **Entire Agreement:** The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the Village and the Developer with respect to the subject matter hereof.
2. **Term of the Agreement:** This Agreement shall expire upon the Developer having received all incentives included herein, or the current expiration of the TIF District in tax year 2041 payable 2042, whichever occurs first. The Agreement shall expire sooner if the Developer sells or otherwise transfers the Property, files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings, or in the event of the default of the Developer of any of the provisions set forth herein.
3. **Amendments to this Agreement:** The Parties hereto may amend this Agreement at any time by their mutual consent which amendment must be in writing and executed by the Parties.
4. **Titles of Paragraphs:** Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provisions hereof.
5. **Choice of Law/Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court of **Macon County, Illinois.**
6. **Counterparts:** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
7. **Warranty of Signatories:** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF AND THE SIGNATORIES OF THE PARTIES HEREBY WARRANT FULL AUTHORITY TO BOTH EXECUTE THIS AGREEMENT AND TO BIND THE ENTITY IN WHICH THEY ARE SIGNING ON BEHALF OF.

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

VILLAGE OF FORSYTH, ILLINOIS, an
Illinois Municipal Corporation

BY:

President, Village of Forsyth

Date

ATTEST:

Village Clerk, Village of Forsyth

Date

12 C PROPERTIES SERIES 1, an Illinois
Limited Liability Company

BY:

Matthew W. Crawford, Member

Date

and

MATTHEW W. CRAWFORD, individually

Matthew W. Crawford

Date

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

12 C PROPERTIES, LLC SERIES 1 AND MATTHEW W. CRAWFORD

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

Property Location: Southwest corner of Shafer St. & Sawyer Rd., Forsyth, IL

Parcel Number: Part of 07-07-14-200-007

Project Description: The Developer intends to acquire 12 acres of Property from the Village and undertake site improvements and construct a commercial building for the operation of the RTB Fitness Center business located thereon.

Estimated TIF Eligible Project Costs:

Site Preparation, Utility Extensions	\$238,427
Professional Fees	\$215,000
Public Infrastructure Improvements.....	\$804,861
Utilities Extension.....	\$100,000
Relocation Costs	\$30,000
Total <i>Estimated</i> TIF Eligible Project Costs¹	<u>\$1,388,288</u>

¹ The total, cumulative reimbursement of new real estate tax increment generated by the Developer's Project for TIF Eligible Project Costs payable by the Village to the Developer shall not exceed **\$1,388,288.00**, as set forth in this Redevelopment Agreement. The line items set forth in this ***Exhibit 1*** are not intended to place a total limit on the described expenditures or intended to preclude payment of other TIF eligible redevelopment project costs in connection with the Developer's Project, provided the total amount of payment for all eligible redevelopment project costs, public and private, shall not exceed the total amount set forth herein. Adjustments may be made to the designated and anticipated line items within the total, either increasing or decreasing verified line-item costs for the Redevelopment Project.

EXHIBIT 2**VILLAGE OF FORSYTH, ILLINOIS - FORSYTH TIF DISTRICT I****PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT**

by

12 C PROPERTIES, LLC SERIES 1 AND MATTHEW W. CRAWFORD

Date_____

Attention: Village TIF Administrator, Village of Forsyth, Illinois

Re: TIF Redevelopment Agreement, dated August 6, 2024
by and between the Village of Forsyth, Illinois, and 12 C Properties, LLC Series 1
and Matthew W. Crawford, the “Developer”.

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

1. REQUEST FOR REIMBURSEMENT NO. _____
2. PAYMENT DUE TO: **12 C PROPERTIES, LLC SERIES 1**
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

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

5. The undersigned certifies that:

- a. the amounts included in (3) above were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect; and
 - b. the amounts paid or to be paid, as set forth in this Request for Reimbursement, represent a part of the funds due and payable for TIF Eligible Redevelopment Project Costs; and
 - c. the expenditures for which amounts are requested represent proper Redevelopment Project Costs as identified in the "Limitation of Incentives to Developer" described in **Section D** of the Redevelopment Agreement, have not been included in any previous Request for Reimbursement, have been properly recorded on the Developer's books and are set forth with invoices attached for all sums for which reimbursement is requested, and proof of payment of the invoices; and
 - d. the amounts requested are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs; and
 - e. the Developer is not in default under the Redevelopment Agreement, and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.
6. Attached to this Request for Reimbursement is ***Exhibit 1*** of the Redevelopment Agreement, together with copies of invoices, proof of payment of the invoices, and Mechanic's Lien Waivers relating to all items for which reimbursement is being requested.

SUBMITTED BY: _____(Developer)

Title: _____

FOR VILLAGE USE:

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

BY: _____

Title: _____ Date: _____

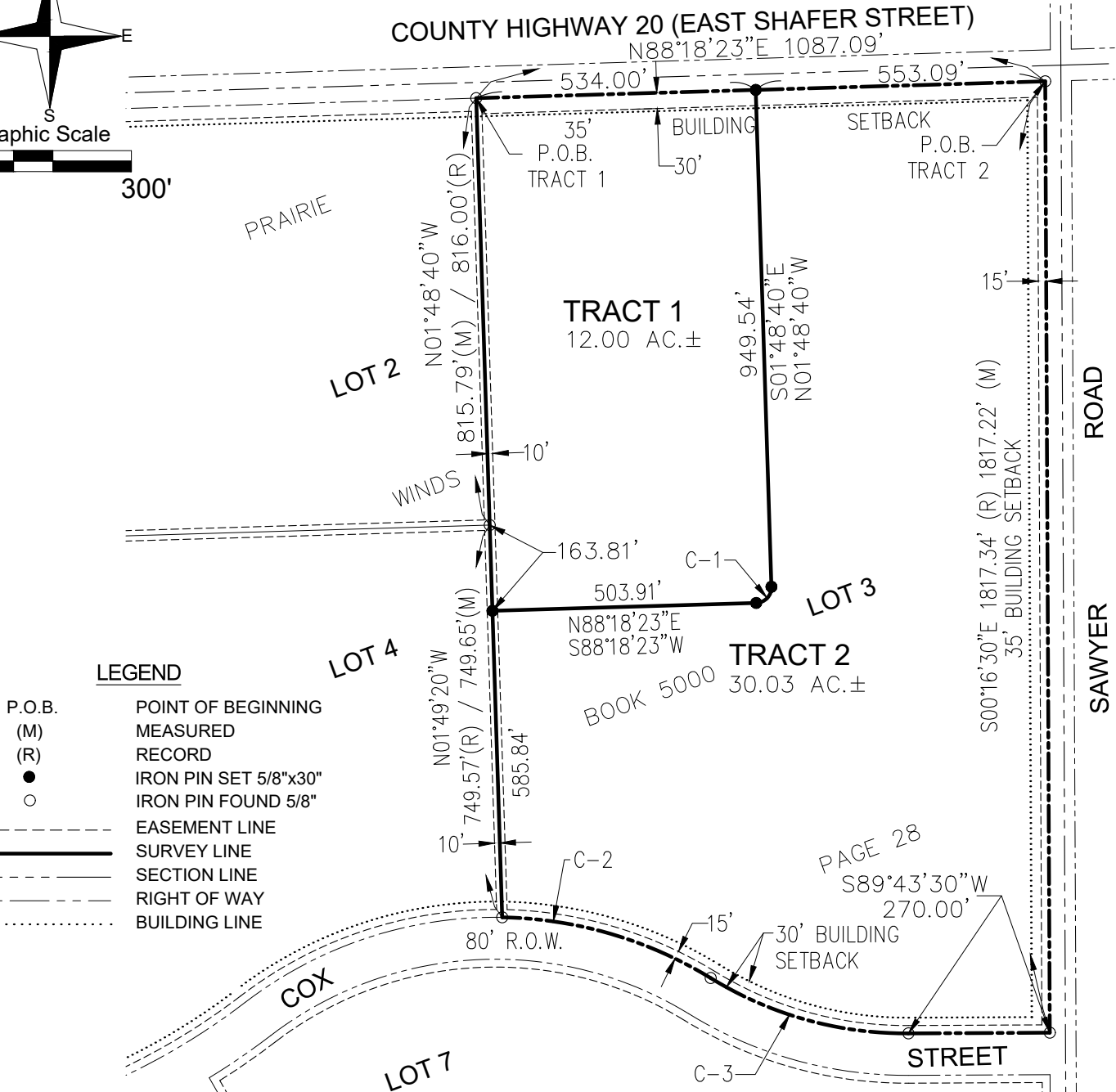
VILLAGE OF FORSYTH, ILLINOIS

BY: _____

Title: _____ Date: _____

EXHIBIT 3

SURVEY AND LEGAL DESCRIPTION (12 ACRES)



CURVE	CHORD	BEARING CHORD	ARC	RADIUS
C-1	42.47'	N43°14'51"E	47.19'	30.00'
C-2	414.65'	N73°45'24"W	419.56'	790.00'
C-3	392.15'	N74°21'32"W	397.31'	710.00'

PREPARED FOR:
VILLAGE OF
FORSYTH, IL

DRAFTED BY:	D. MANN
DATE:	5/21/2024
REVIEWED BY:	D. MANN
SCALE:	1"=100'
JOB NUMBER:	2331
SHEET:	1 OF 2

DRAWING STATUS
☐ PRELIMINARY DRAWING
☒ FINAL DRAWING

PLAT OF SURVEY
LOT 3 OF PRAIRIE WINDS SUBDIVISION
RECORDED IN BOOK 5000 ON PAGE 28
IN MACON COUNTY, ILLINOIS

**MANN ENGINEERING &
SURVEYING, LLC**

P.O. BOX 321
FORSYTH, IL 62535
TEL: 217-433-4537
EMAIL: MANNENGR@YAHOO.COM
WEBSITE: WWW.MANNENGR-SURVEY.COM
DESIGN FIRM #184-007055 EXP. 4/30/2025 ✓

DESCRIPTIONS**TRACT 1:**

A PART OF LOT 3 OF PRAIRIE WINDS AS PER PLAT RECORDED IN BOOK 5000 ON PAGE 28 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE ALONG THE NORTH LINE OF SAID LOT 3 ON AN ASSUMED BEARING OF N88°18'23"E, A DISTANCE OF 534.00 FEET TO AN IRON PIN SET; THENCE S01°48'40"E, A DISTANCE OF 949.54 FEET TO AN IRON PIN SET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF S43°14'51"W, A RADIUS OF 30.00 FEET AND A CHORD LENGTH OF 42.47 FEET TO AN IRON PIN SET; THENCE S88°18'23"W, A DISTANCE OF 503.91 FEET TO AN IRON PIN SET IN THE WEST LINE OF SAID LOT 3; THENCE N01°49'20"W ALONG SAID WEST LINE, A DISTANCE OF 163.81 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF LOT 2 OF SAID PRAIRIE WINDS; THENCE N01°48'40"W ALONG SAID WEST LINE A DISTANCE OF 815.79 FEET TO THE POINT OF BEGINNING. CONTAINING 12.00 ACRES, MORE OR LESS.

TRACT 2:

A PART OF LOT 3 OF PRAIRIE WINDS AS PER PLAT RECORDED IN BOOK 5000 ON PAGE 28 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE EAST LINE OF SAID LOT 3 ON AN ASSUMED BEARING OF S00°16'30"E, A DISTANCE OF 1817.22 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE S89°43'30"W ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 270.00 FEET TO AN IRON PIN FOUND; THENCE ALONG SAID SOUTH LINE ON A CURVE TO THE RIGHT HAVING A CHORD BEARING OF N74°21'32"W, A RADIUS OF 710.00 FEET AND A CHORD LENGTH OF 392.15 FEET TO AN IRON PIN FOUND; THENCE CONTINUING ALONG SAID SOUTH LINE ON A CURVE TO THE LEFT HAVING A CHORD BEARING OF N73°45'24"W, A RADIUS OF 790.00 FEET AND A CHORD LENGTH OF 414.65 FEET TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N01°49'20"W ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 585.84 FEET TO AN IRON PIN SET; THENCE N88°18'23"E, A DISTANCE OF 503.91 FEET TO AN IRON PIN SET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING OF N43°14'51"E, A RADIUS OF 30.00 FEET AND A CHORD LENGTH OF 42.47 FEET TO AN IRON PIN SET; THENCE N01°48'40"W, A DISTANCE OF 949.54 FEET TO AN IRON PIN SET IN THE NORTH LINE OF SAID LOT 3; THENCE N88°18'23"E ALONG SAID NORTH LINE, A DISTANCE OF 553.09 FEET TO THE POINT OF BEGINNING. CONTAINING 30.03 ACRES, MORE OR LESS.

NOTES

1. FIELD WORK COMPLETED MAY 2024.
2. IT IS NOT WARRANTED THAT THIS PLAT CONTAINS COMPLETE INFORMATION REGARDING DEDICATIONS, EASEMENTS, RIGHTS OF WAY, OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.
3. BASIS OF BEARINGS ARE ASSUMED.

SURVEYOR'S CERTIFICATE

I, DANA W. MANN, ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3698, DECLARE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF THIS IS A CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY DIRECTION AT THE REQUEST OF AND THE EXCLUSIVE BENEFIT OF THE OWNERS OR THEIR REPRESENTATIVES ON MAY 21, 2024.

Dana W. Mann
 DANA W. MANN, IPLS No. 3698
 LICENSE EXP. DATE 11/30/2024

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



PREPARED FOR: VILLAGE OF FORSYTH, IL	DRAFTED BY:	D. MANN	PLAT OF SURVEY LOT 3 OF PRAIRIE WINDS SUBDIVISION RECORDED IN BOOK 5000 ON PAGE 28 IN MACON COUNTY, ILLINOIS	MANN ENGINEERING & SURVEYING, LLC P.O. BOX 321 FORSYTH, IL 62535 TEL: 217-433-4537 EMAIL: MANNENGR@YAHOO.COM WEBSITE: WWW.MANNENGR-SURVEY.COM DESIGN FIRM #184-007055 EXP. 4/30/2025
	DATE:	5/21/2024		
	REVIEWED BY:	D. MANN		
	SCALE:	1"=100'		
	JOB NUMBER:	2331		
	SHEET:	2 OF 2		
	DRAWING STATUS ☐ PRELIMINARY DRAWING ☒ FINAL DRAWING			

EXHIBIT 4

PROMISSORY NOTE

FOR VALUE RECEIVED, **12 C PROPERTIES, LLC SERIES 1**, an Illinois Limited Liability Company and **MATTHEW W. CRAWFORD** (collectively the “Borrower”), promises to pay the Village of Forsyth, Macon County, Illinois, an Illinois Municipal Corporation (“Lender”) the principal sum of up to **One Hundred Eighty-Four Thousand Six Hundred Eighty-Four Dollars (\$184,684.00)** with interest accruing on the unpaid principal at the rate of three percent (3%) per annum. The aforementioned principal sum represents monies loaned by the Lender to the Borrower for the purchase of property from the Lender by the Borrower for 12 acres located at the southwest corner of Shafer and Sawyer Road, Forsyth, Illinois (Part of Parcel Identification # 07-07-14-200-007) (the “Property”), within the Redevelopment Project Area and that is the subject of a Tax Increment Financing District Redevelopment Agreement between the Village of Forsyth and 12 C Properties, LLC Series 1 and Matthew W. Crawford (the “Redevelopment Agreement”) entered into on August 6, 2024.

The term of this Promissory Note shall commence on the date the Parties hereto close on the Property and end on the date that is eighteen (18) months from the date the Parties close on the Property.

Provided that the Borrower is at all times in compliance with the Redevelopment Agreement and this Promissory Note, the full principal balance of \$184,684.00, plus any accrued interest thereon, shall be forgiven by the Lender upon completion of the Project or on the date that is eighteen (18) months from the date the Parties close on the Property, whichever occurs first. Provided that the Borrower does not Default or otherwise breach this Promissory Note or the Redevelopment Agreement, the full principal amount of this Promissory Note and any accrued interest thereon shall be forgiven upon the expiration of this Promissory Note.

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

- 1) The Borrower fails to timely complete the Project as set forth in the Redevelopment Agreement;
- 2) Sells or otherwise conveys the subject Property during the term of this Promissory Note;
- 3) Files for bankruptcy or otherwise becomes insolvent during the term of this Promissory Note;
- 4) Fails to open the RTB Fitness Center business located on the Property.

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

costs incurred by the Village, including reasonable attorney fees and court costs, whether judgment is rendered or not.

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

BORROWER:

12 C PROPERTIES, LLC SERIES 1

BY:_____

NAME:_____

DATE:_____

and

MATTHEW W. CRAWFORD

LENDER:

VILLAGE OF FORSYTH, ILLINOIS

BY:_____
President, Village of Forsyth

ATTEST:_____
Village Clerk, Village of Forsyth

DATE:_____

EXHIBIT 5

FITNESS CENTER PLANNED UNIT DEVELOPMENT

KRC PROPERTIES - FITNESS CENTER
PLANNED UNIT DEVELOPMENT
EAST SHAFER STREET
FORSYTH, IL

PROPERTY DESCRIPTION

A PART OF LOT 3 OF PRAIRIE WINDS AS PER PLAT RECORDED IN BOOK 5000 ON PAGE 28 OF THE RECORDS IN THE RECORDERS OFFICE OF MACON COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE ALONG THE NORTH LINE OF SAID LOT 3 ON AN ASSUMED BEARING OF N88°18'23"E, A DISTANCE OF 534.00 FEET TO AN IRON PIN SET; THENCE S01°48'40"E, A DISTANCE OF 949.54 FEET TO AN IRON PIN SET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF S43°14'51"W, A RADIUS OF 30.00 FEET AND A CHORD LENGTH OF 42.47 FEET TO AN IRON PIN SET; THENCE S88°18'23"W, A DISTANCE OF 503.91 FEET TO AN IRON PIN SET IN THE WEST LINE OF SAID LOT 3; THENCE N01°49'20"W ALONG SAID WEST LINE, A DISTANCE OF 163.81 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF LOT 2 OF SAID PRAIRIE WINDS; THENCE N01°48'40"W ALONG SAID WEST LINE A DISTANCE OF 815/9 FEET TO THE POINT OF BEGINNING, CONTAINING 12.00 ACRES, MORE OR LESS.

LOCATION MAP



- INDEX OF SHEETS
- C-0. COVER SHEET
 - C-1. OVERALL MAP & TOPOGRAPHY
 - C-2. SITE GEOMETRIC PLAN
 - C-3. UTILITY PLAN
 - C-4. GRADING PLAN / SWPPP
 - C-5. SANITARY SEWER PROFILE - MH. 1-4
 - C-6. SANITARY SEWER PROFILE - MH. 4-7
 - C-7. STANDARD DETAILS
 - C-8. CONSTRUCTION NOTES / LEGEND
 - C-9. WATER MAIN PROFILE
 - C-10. PHOTOMETRIC PLAN
 - C-11. LANDSCAPE PLAN
 - L-1.

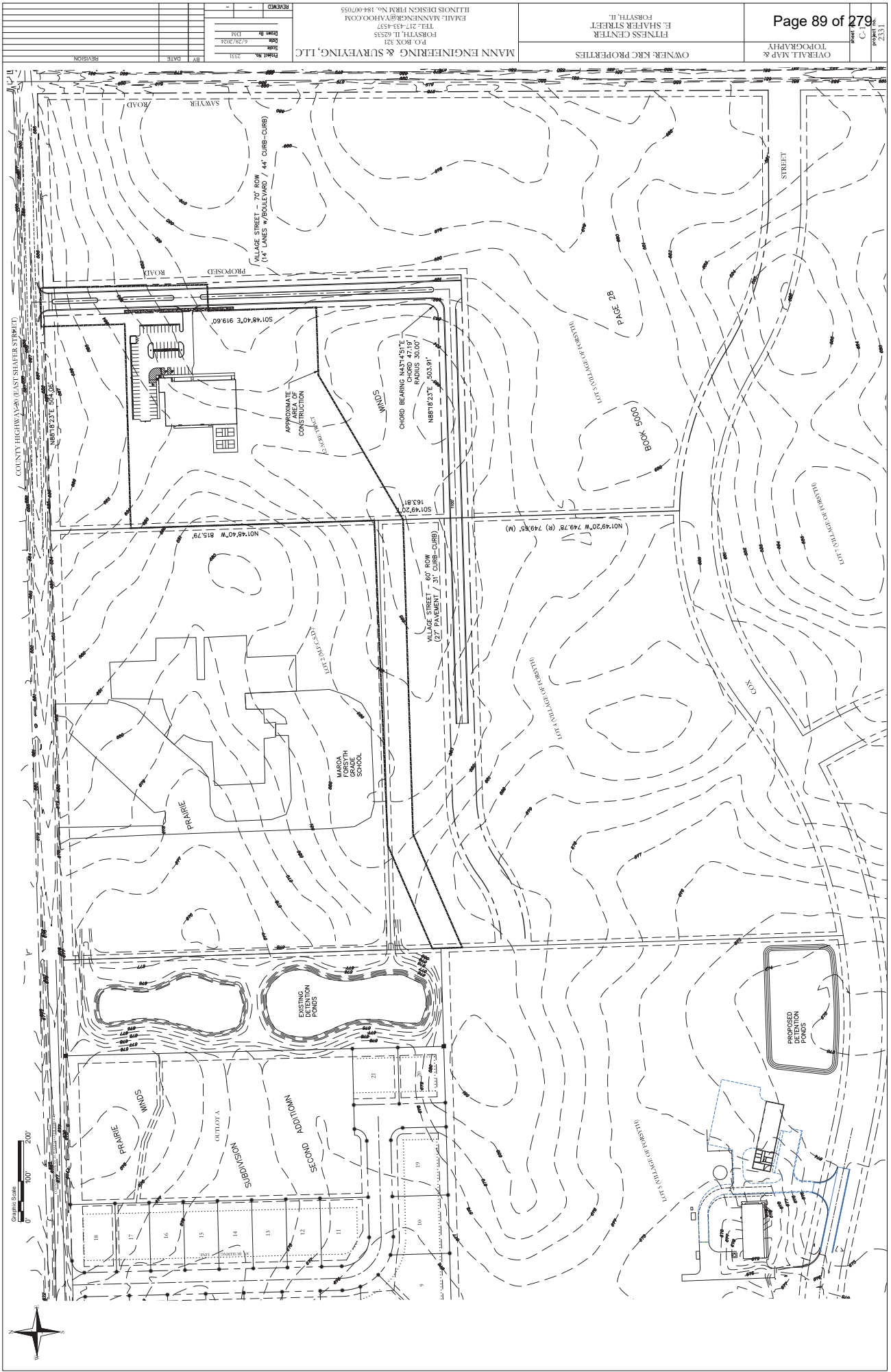
OWNER
KRC PROPERTIES
P.O. BOX 241
MAROA, IL 61756

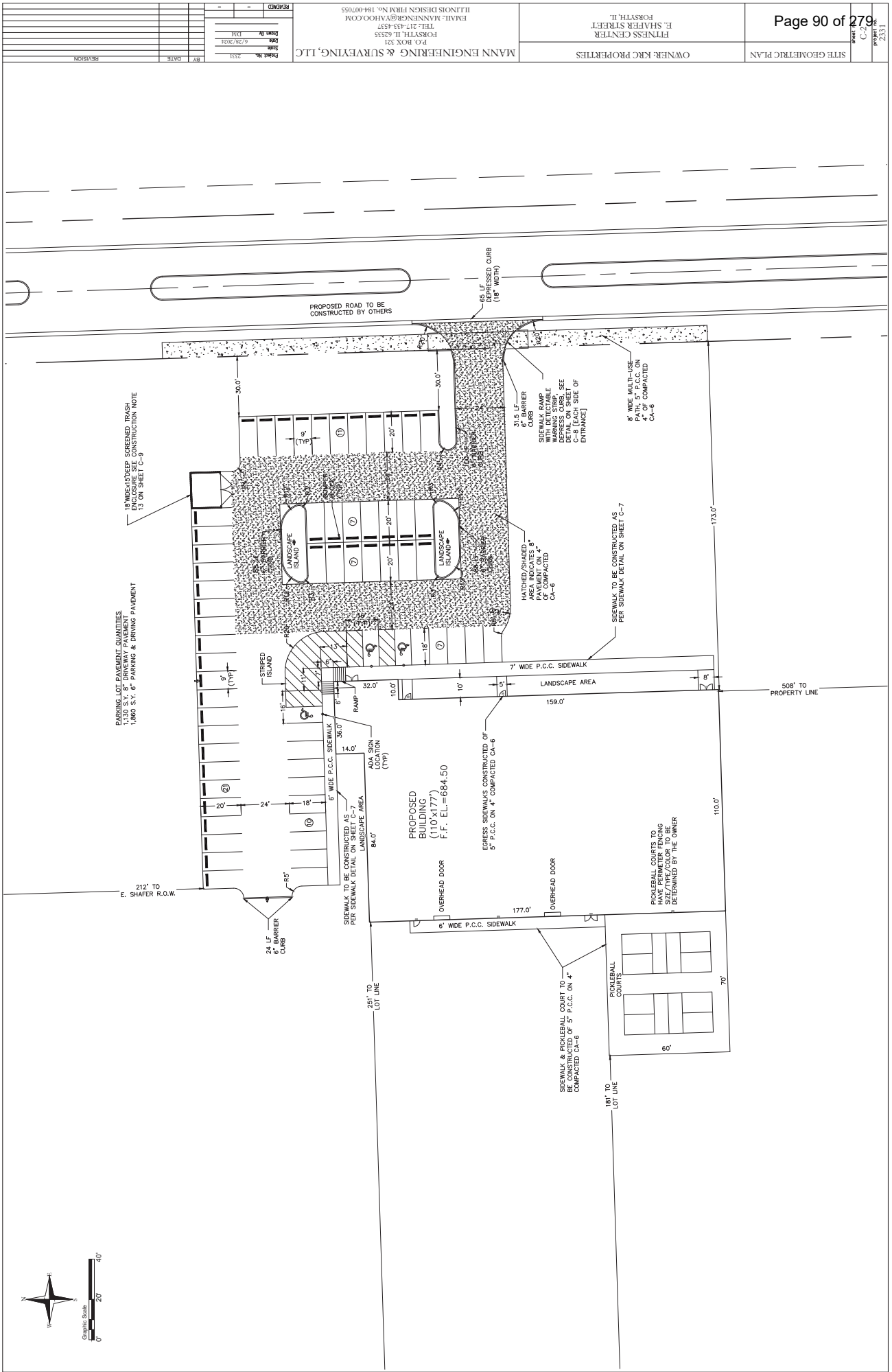
CIVIL ENGINEER
MANN ENGINEERING & SURVEYING, LLC
P.O. BOX 321
FORSYTH, ILLINOIS 62535
PHONE (217) 433-4537
DESIGN FIRM No. 184-007055

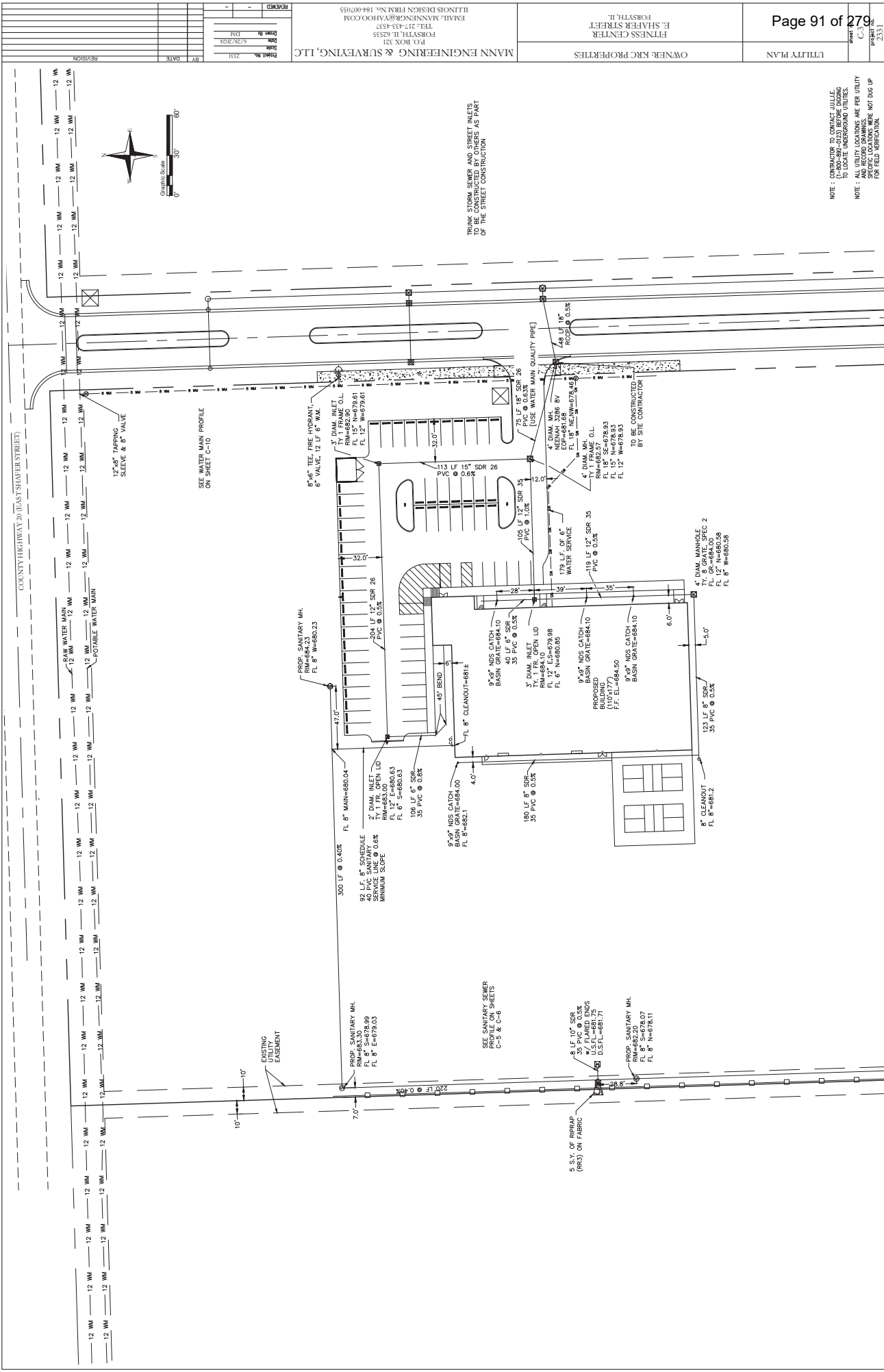

Dana W. Mann 6/28/2024
DATE
DANA W. MANN
ILLINOIS REGISTERED PROFESSIONAL ENGINEER
LICENSE EXPIRATION - 11/30/25

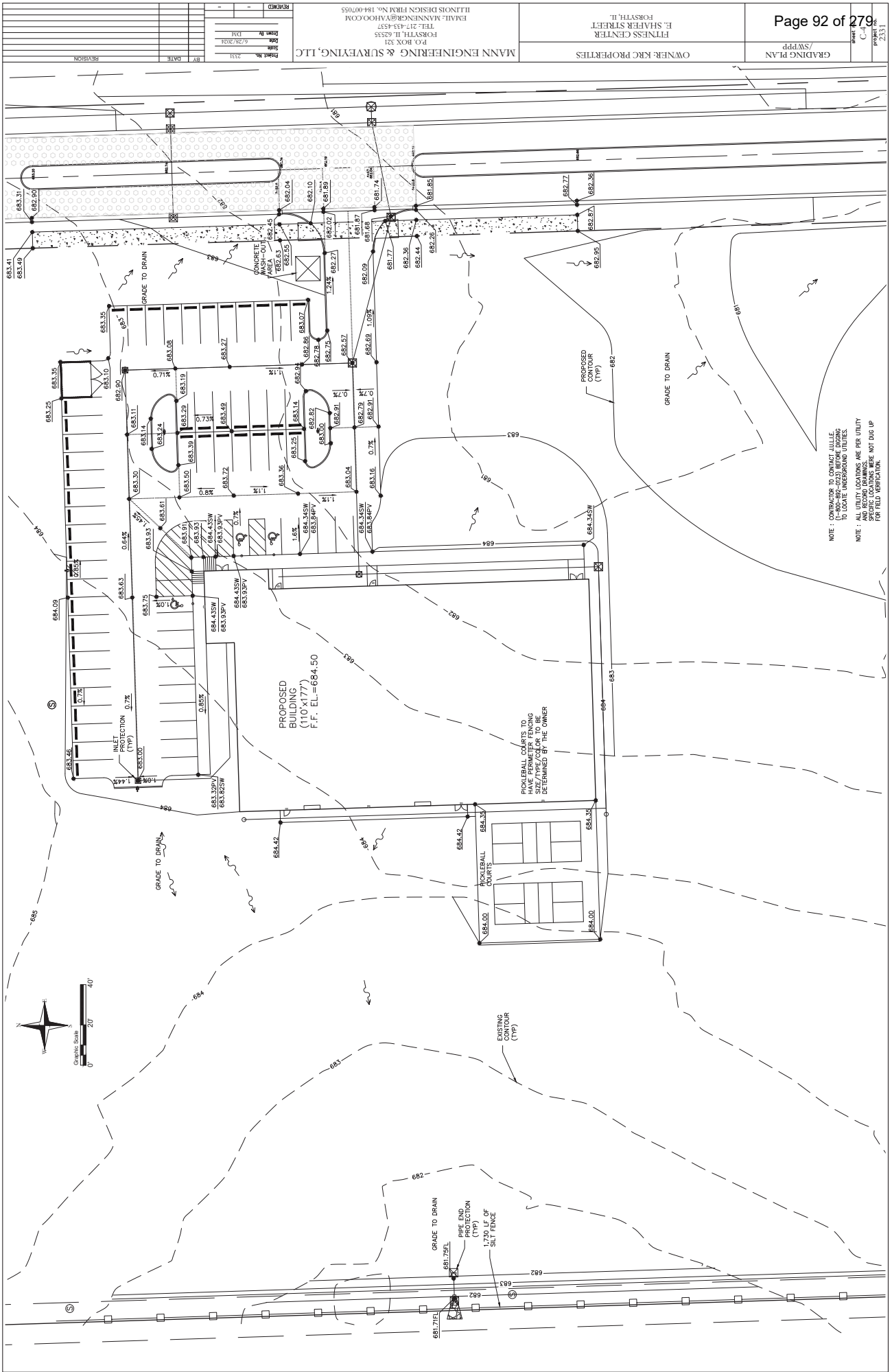

Exp. 11/30/24

NOTE : ALL UTILITY LOCATIONS ARE PER UTILITY LOCATIONS PROVIDED BY THE CLIENT. SPECIFIC LOCATIONS WERE NOT DUG UP FOR FIELD VERIFICATION.
NOTE : ALL UTILITY LOCATIONS WERE DUG UP (1-800-482-0703) BEFORE BEGINNING TO LOCATE UNDERGROUND UTILITIES.

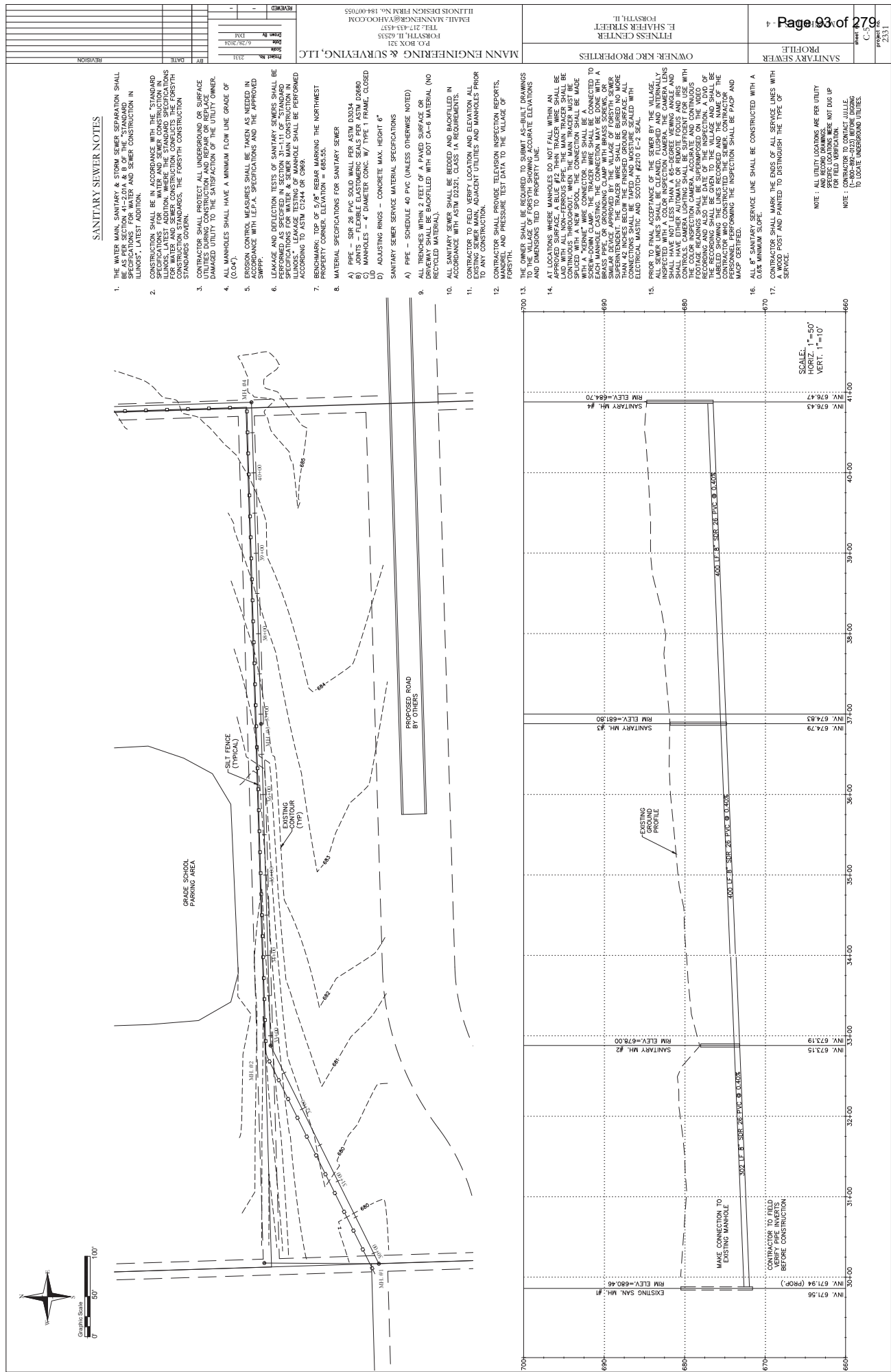






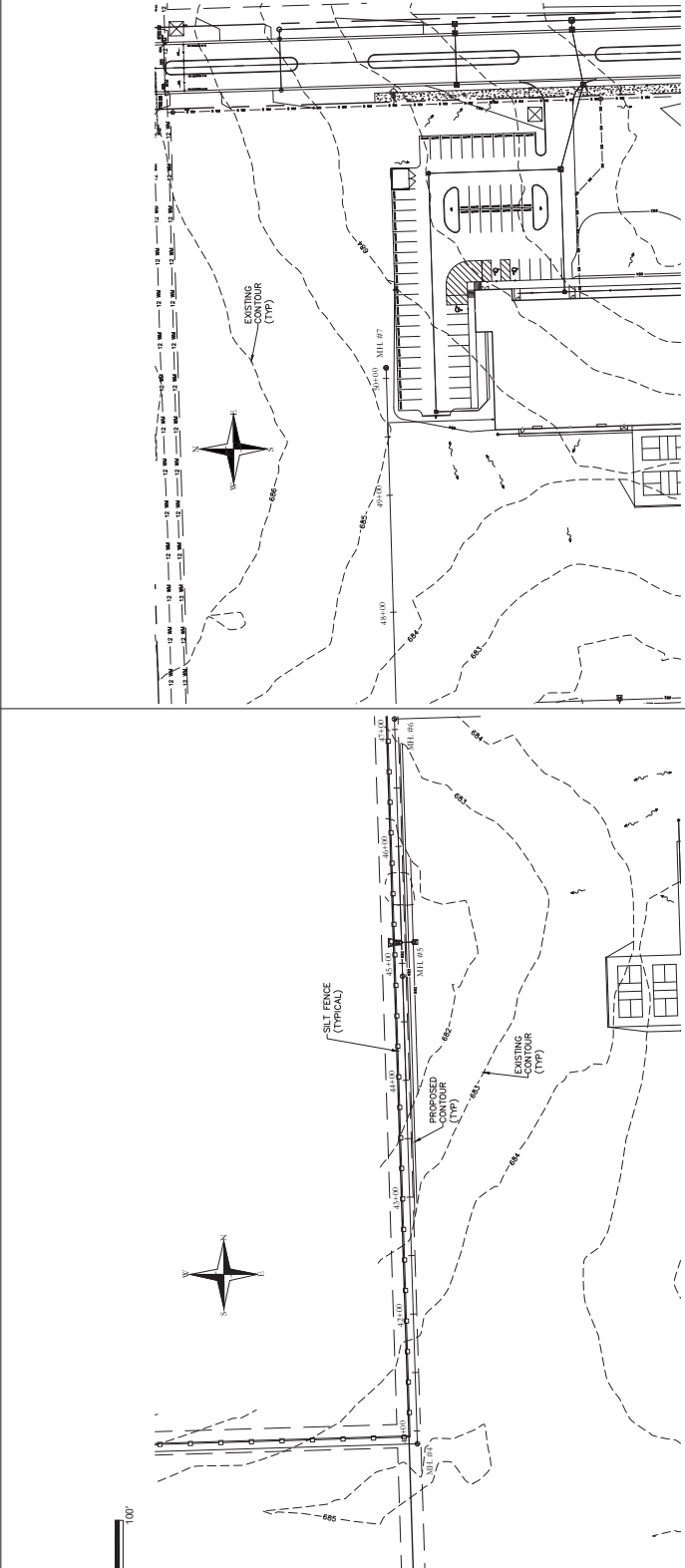
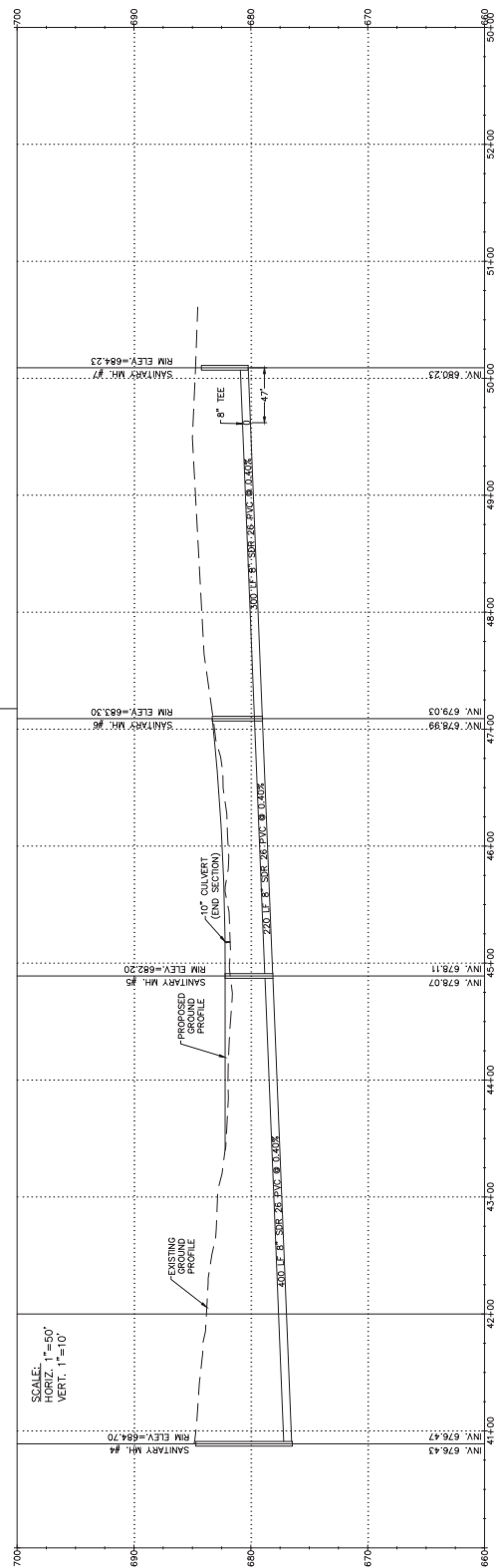


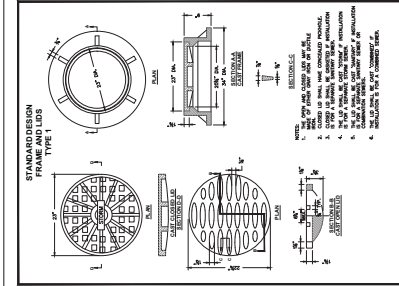
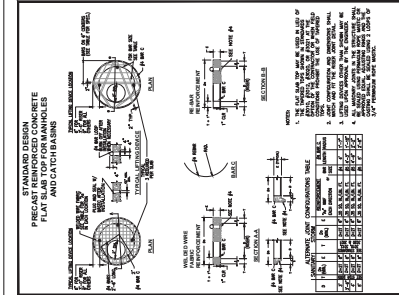
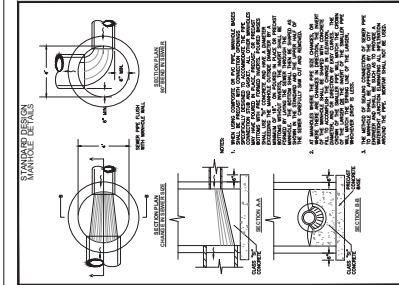
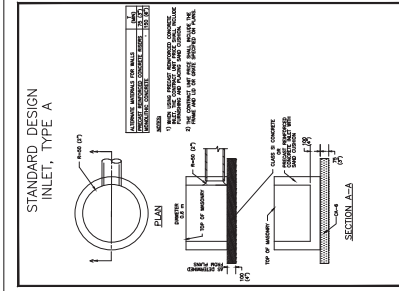
NOTE: CONSULT TO CONCRETE JULIE
(1-800-888-0233) BEFORE LOCATING
TO LOCATE UNDERGROUND UTILITIES.
NOTE: ALL UTILITY LOCATIONS ARE PER UTILITY
RECORDS AND FIELD VERIFICATION.
SPECIFIC LOCATIONS WERE NOT DUG UP
FOR FIELD VERIFICATION.



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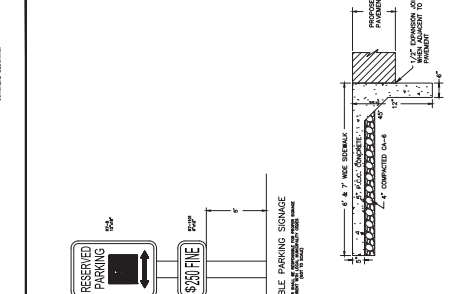
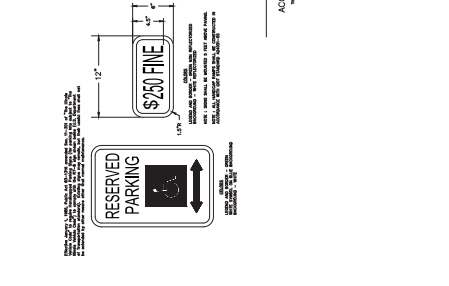
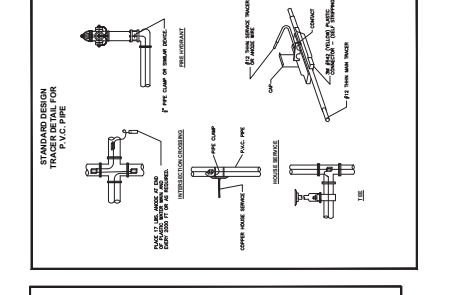
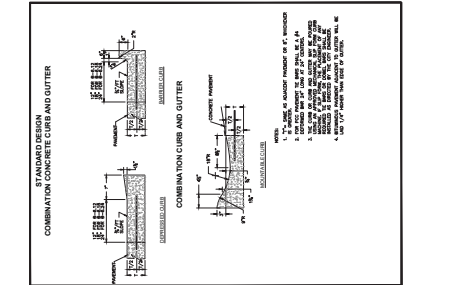
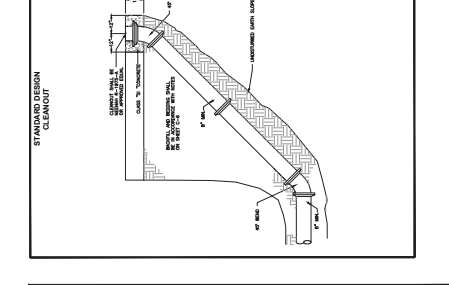
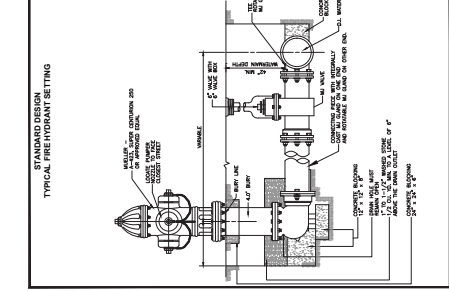
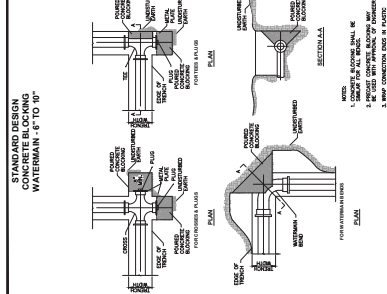
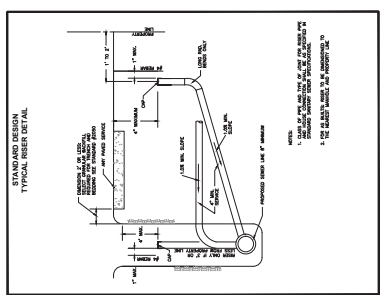
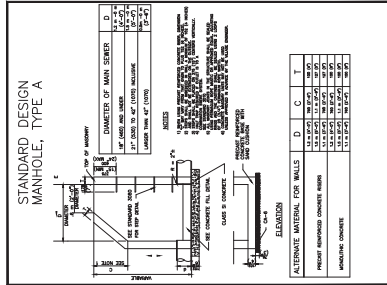
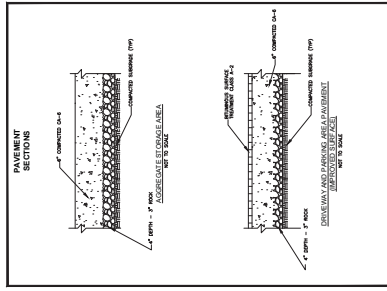




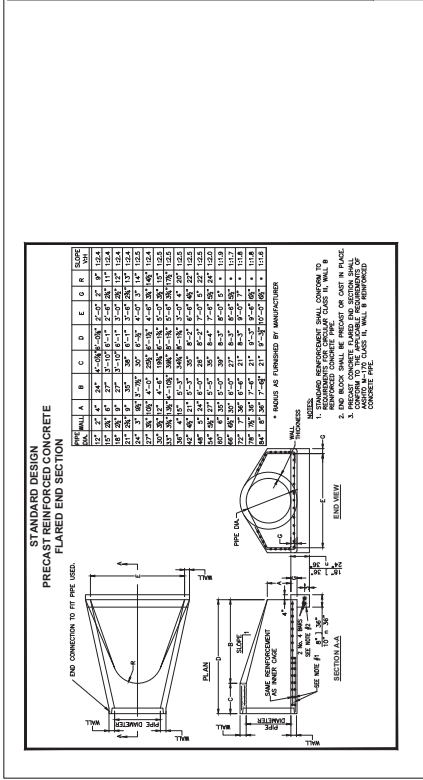
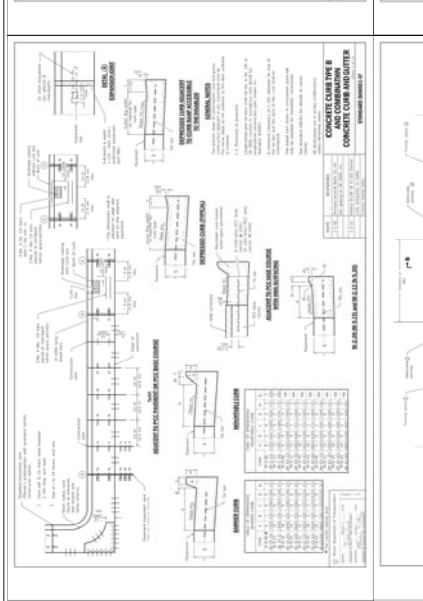
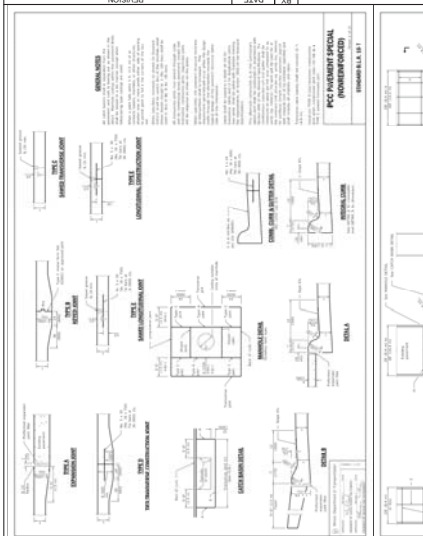
STANDARD DESIGN TRENCH BACKFILL AND BEDDING SANITARY SEWER, STORM SEWERS & WATERMANS

TABLE 1

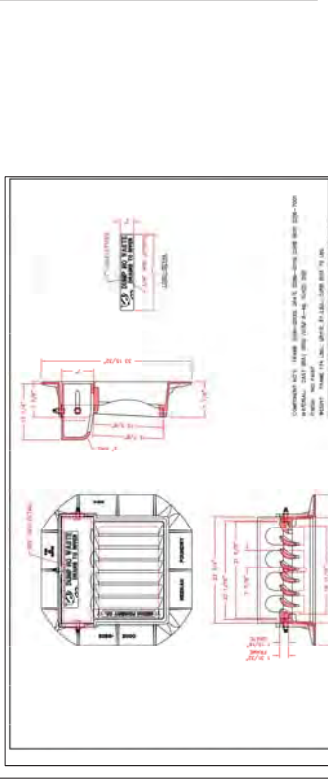
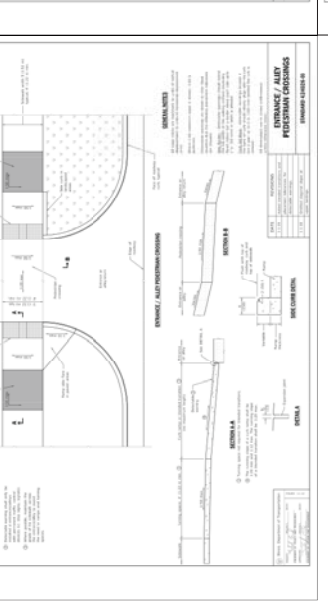
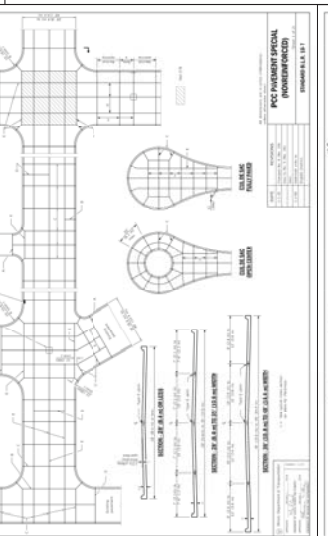
DEPTH OF TRENCH (FT)	MINIMUM BACKFILL (IN)	MINIMUM BEDDING (IN)	MINIMUM COVER (IN)
1.0	12	12	12
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2.0	12	12	12
2.5	12	12	12
3.0	12	12	12
3.5	12	12	12
4.0	12	12	12
4.5	12	12	12
5.0	12	12	12
5.5	12	12	12
6.0	12	12	12
6.5	12	12	12
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9.5	12	12	12
10.0	12	12	12



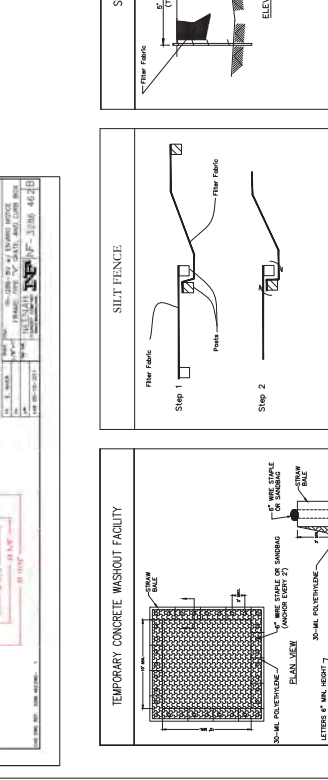
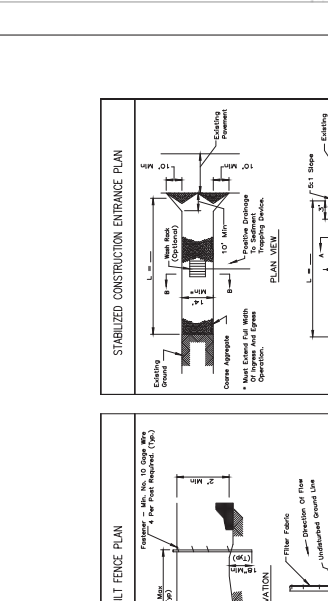
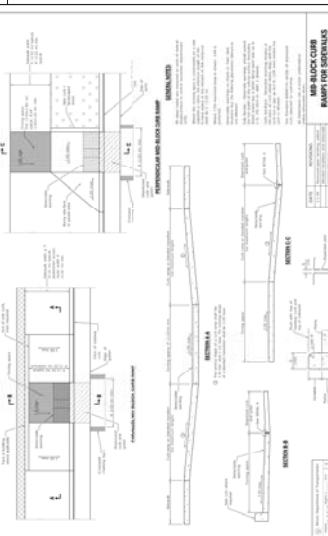
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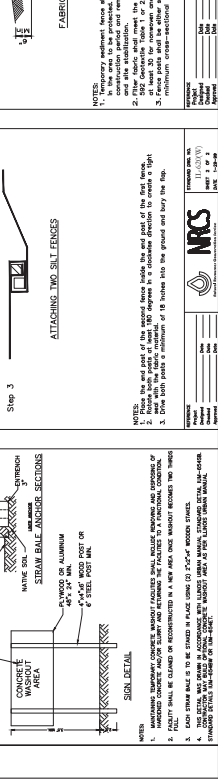
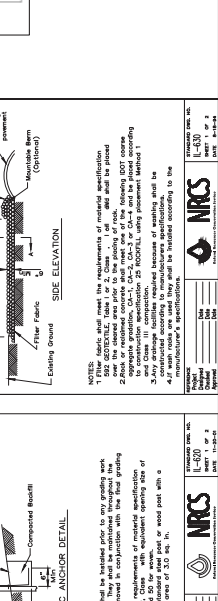
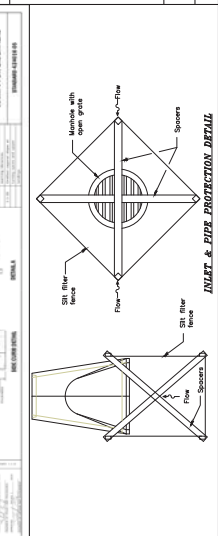
MAN ENGINEERING & SURVEYING, LLC
 1111 N. MANNING AVE. SUITE 100
 FORT MYR, FL 34135
 TEL: 217-433-4337
 EMAIL: MANNING@YAHOO.COM
 P.O. BOX 321
 FORT MYR, FL 34135



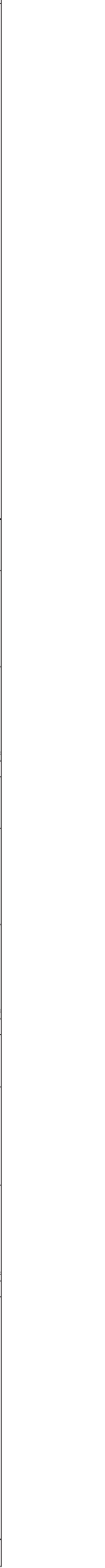
OWNER: KRC PROPERTIES
 FITNESS CENTER
 E. SHAFTER STREET
 FORT MYR, FL



STANDARD DETAILS
 SHEET 233
 6/29/2024



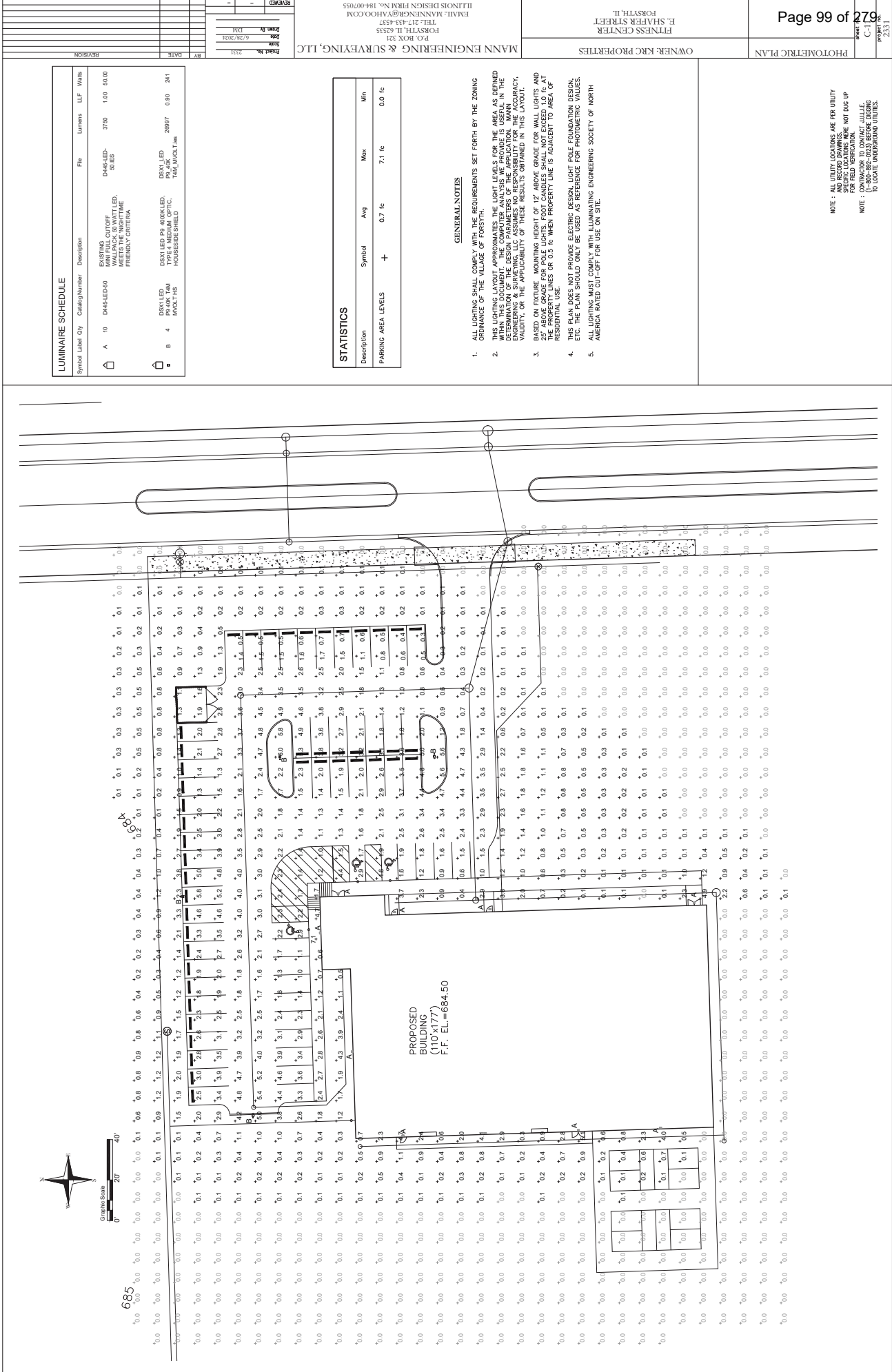
Page 96 of 97



[illegible]

- NOTE : ALL UTILITY LOCATIONS ARE PER UTILITY AND RECORD DRAWINGS.
SPECIFIC LOCATIONS WERE NOT DUG UP FOR FIELD VERIFICATION.
- NOTE : CONTRACTOR TO CONTACT J.U.L.I.E. (1-800-892-0123) BEFORE DIGGING TO LOCATE UNDERGROUND UTILITIES.





LUMINAIRE SCHEDULE

Symbol	Label	Qty	Catalog Number	Description	File	Lumens	LLF	Watts
	A	10	D4645-LED-60	EXISTING PARKING LOT MEETS THE NIGHTTIME FRIENDLY CRITERIA	D4645-LED-60 P4 40K 90.85B	3750	1.00	50.00
	B	4	D50V-LED P4 40K, TMI MOUNT HS	EXISTING PARKING LOT MEETS THE NIGHTTIME FRIENDLY CRITERIA	D50V-LED P4 40K, TMI 146.10VOLT-90.85B	28897	0.50	24.1

STATISTICS

Description	Symbol	Avg	Max	Min
PARKING AREA LEVELS	+	0.7 fc	7.1 fc	0.0 fc

GENERAL NOTES

- ALL LIGHTING SHALL COMPLY WITH THE REQUIREMENTS SET FORTH BY THE ZONING ORDINANCE OF THE VILLAGE OF FORTSHY.
- THIS LIGHTING LAYOUT APPROXIMATES THE LIGHT LEVELS FOR THE AREA AS DEFINED BY THE ZONING ORDINANCE. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY TO DETERMINE THE ACTUAL LIGHT LEVELS. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY TO DETERMINE THE ACTUAL LIGHT LEVELS. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY TO DETERMINE THE ACTUAL LIGHT LEVELS.
- BASED ON FUTURE MOUNTING HEIGHT OF 17' ABOVE GRADE FOR WALL LIGHTS AND 25' ABOVE GRADE FOR POLE LIGHTS. FOOT CANDLES SHALL NOT EXCEED 1.0 FC AT THE PROPERTY LINES OR 0.5 FC WHEN PROPERTY LINE IS ADJACENT TO AREA OF RESIDENTIAL USE.
- THIS PLAN SHOWS ELECTRIC DESIGN LIGHT POLE FOUNDATION DESIGN. THE PLAN SHOULD ONLY BE USED AS REFERENCE FOR PHOTO-METRIC VALUES.
- ALL LIGHTING MUST COMPLY WITH ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA RATED CUT-OFF FOR USE ON SITE.

NOTE: ALL UTILITY LOCATIONS ARE PER UTILITY AND RECORD DRAWINGS. SITE VISITATION REQUIRED TO DO UP FOR FIELD VERIFICATION.
NOTE: CONTRACTOR TO CONTACT ALLIANCE FOR UTILITY LOCATIONS TO LOCATE UNDERGROUND UTILITIES.

NEW BUSINESS

ITEM 2



MEMORANDUM

To: The Honorable President and Board of Trustees
From: Ryan Raleigh, Director of Planning and Zoning
Date: July 26, 2024
Subject: Map Amendment for Prairie Winds Farmland – 12C Properties LLC

Request by 12C Properties LLC for the following as related to a portion of the real property legally described as SEC 14-17-2E PRAIRIE WINDS LT 3 (PIN: 07-07-14-200-007):

- (1) map amendment to change the zoning from R-1 (current zoning) to C-1 (proposed zoning) in accordance with Development Ordinance Section 9.11; and (The Planning and Zoning Commission voted 7-0 to approve the Map Amendment.)
- (2) approval of Planned Unit Development in accordance with Development Ordinance Section 5.6. (The Planning and Zoning Commission voted 7-0 to approve the Planned Unit Development.)

Matt and Hillary Crawford are purchasing 12 acres from the Village of Forsyth to build a fitness center.

Attached is a Plat of Survey and the Planned Unit Development plans.

VILLAGE OF FORSYTH

301 S. Route 51

Forsyth, IL 62535

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



MAP AMENDMENT APPLICATION

OWNER: ☒APPLICANT: ☐Name: 12C Properties, LLC Matt & Hilary CrawfordAddress: 13462 Sawyer Rd, Maroa, IL 61756Phone Number: 217-454-9957 E-mail: crawfordspizza@gmail.com

Property Address: _____ PIN #: _____

Legal Description of the Property:

See Attached site plan

Current Zoning District: R1Proposed Zoning District: ~~R1~~ C1

Existing use of the property:

Farm land

Proposed use of the property:

Fitness center

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

Address the following items:

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

It is consistent with with the current plan.

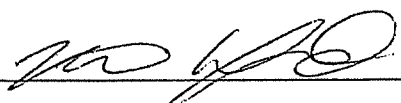
2. How does the amendment promote the public health, safety, and general welfare?:

It won't pose any threat or decrease value.

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

This project will be consistant with the current plan + add value to the area. We hope this project spurs more development in the area.

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

Signature:  Date: 10/27/24

For office use only

Date Received: _____

PZC Meeting Date: _____

Application Fee Paid: _____

Board Meeting Date: _____

Approved (Y/N): _____

Ordinance # _____

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER 2024-20

**AN ORDINANCE APPROVING AN AMENDMENT TO THE VILLAGE'S ZONING MAP
TO CHANGE THE ZONING AT A PORTION OF THE PROPERTY DESCRIBED AS
SEC 14-17-2E PRAIRIE WINDS LT 3 (PIN: 07-07-14-200-007) FROM R1 to C1**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

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

Village Trustees

Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Forsyth
on _____, 2024

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

ORDINANCE NO. 2024-20

AN ORDINANCE APPROVING AN AMENDMENT TO THE VILLAGE'S ZONING MAP TO CHANGE THE ZONING AT A PORTION OF THE PROPERTY DESCRIBED AS SEC 14-17-2E PRAIRIE WINDS LT 3 (PIN: 07-07-14-200-007) FROM R1 to C1

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

WHEREAS, a petition to amend the Zoning Map of the Village was filed by 12C Properties LLC / Village of Forsyth for a portion of the property described as Tract 1 and legally described and shown on the plat attached as **Exhibit A** to change the zoning from R1 to C1; and

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

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

WHEREAS, a public hearing was noticed and duly held on July 25, 2024, before the Village Planning and Zoning Commission ("Commission") on the proposed zoning change; and

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

WHEREAS, at the hearing on July 25, 2024, the Commission voted (7-0) to allow the zoning change; and

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

this Ordinance.

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

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

Section 2. Findings of Fact. The Village Board adopts the findings of fact of the Commission as set forth in the Commission's written Findings of Fact and Recommendation dated July 25, 2024, attached hereto as **Exhibit B**.

Section 3. Description of the Property. The Property is shown as Tract 1 and is legally described in the attached **Exhibit A**.

Section 4. Public Hearing. A public hearing was duly advertised in the Herald & Review and held by the Planning and Zoning Commission on July 25, 2024, at which time the Planning and Zoning Commission voted to recommend allow the zoning change.

Section 5. Approval of Map Amendment. The Village's Zoning Map shall be amended and the property described herein shall be changed from R1 to C1.

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

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

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

SO ORDAINED this 6th day of August 2024, at Forsyth, Macon County, Illinois.

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

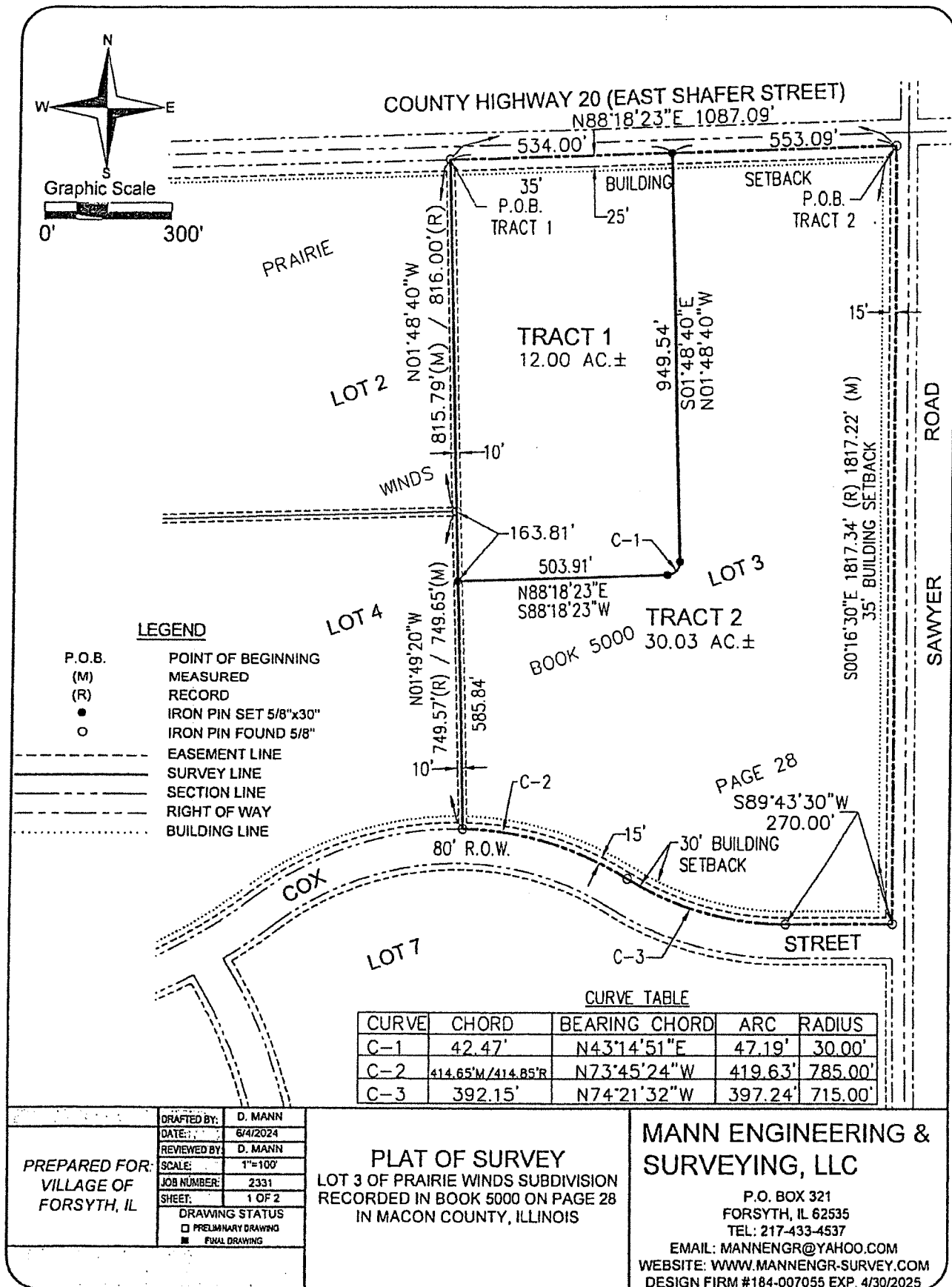
VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

EXHIBIT A
PLAT AND LEGAL



DESCRIPTIONSTRACT 1:

A PART OF LOT 3 OF PRAIRIE WINDS AS PER PLAT RECORDED IN BOOK 5000 ON PAGE 28 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE ALONG THE NORTH LINE OF SAID LOT 3 ON AN ASSUMED BEARING OF N88°18'23"E, A DISTANCE OF 534.00 FEET TO AN IRON PIN SET; THENCE S01°48'40"E, A DISTANCE OF 949.54 FEET TO AN IRON PIN SET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF S43°14'51"W, A RADIUS OF 30.00 FEET AND A CHORD LENGTH OF 42.47 FEET TO AN IRON PIN SET; THENCE S88°18'23"W, A DISTANCE OF 503.91 FEET TO AN IRON PIN SET IN THE WEST LINE OF SAID LOT 3; THENCE N01°49'20"W ALONG SAID WEST LINE, A DISTANCE OF 163.81 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF LOT 2 OF SAID PRAIRIE WINDS; THENCE N01°48'40"W ALONG SAID WEST LINE A DISTANCE OF 815.79 FEET TO THE POINT OF BEGINNING. CONTAINING 12.00 ACRES, MORE OR LESS.

TRACT 2:

A PART OF LOT 3 OF PRAIRIE WINDS AS PER PLAT RECORDED IN BOOK 5000 ON PAGE 28 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE EAST LINE OF SAID LOT 3 ON AN ASSUMED BEARING OF S00°16'30"E, A DISTANCE OF 1817.22 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE S89°43'30"W ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 270.00 FEET TO AN IRON PIN FOUND; THENCE ALONG SAID SOUTH LINE ON A CURVE TO THE RIGHT HAVING A CHORD BEARING OF N74°21'32"W, A RADIUS OF 715.00 FEET AND A CHORD LENGTH OF 392.15 FEET TO AN IRON PIN FOUND; THENCE CONTINUING ALONG SAID SOUTH LINE ON A CURVE TO THE LEFT HAVING A CHORD BEARING OF N73°45'24"W, A RADIUS OF 785.00 FEET AND A CHORD LENGTH OF 414.65 FEET TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N01°49'20"W ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 585.84 FEET TO AN IRON PIN SET; THENCE N88°18'23"E, A DISTANCE OF 503.91 FEET TO AN IRON PIN SET; THENCE ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING OF N43°14'51"E, A RADIUS OF 30.00 FEET AND A CHORD LENGTH OF 42.47 FEET TO AN IRON PIN SET; THENCE N01°48'40"W, A DISTANCE OF 949.54 FEET TO AN IRON PIN SET IN THE NORTH LINE OF SAID LOT 3; THENCE N88°18'23"E ALONG SAID NORTH LINE, A DISTANCE OF 553.09 FEET TO THE POINT OF BEGINNING. CONTAINING 30.03 ACRES, MORE OR LESS.

NOTES

1. FIELD WORK COMPLETED JUNE 2024.
2. IT IS NOT WARRANTED THAT THIS PLAT CONTAINS COMPLETE INFORMATION REGARDING DEDICATIONS, EASEMENTS, RIGHTS OF WAY, OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.
3. BASIS OF BEARINGS ARE ASSUMED.

SURVEYOR'S CERTIFICATE

I, DANA W. MANN, ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3698, DECLARE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF THIS IS A CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY DIRECTION AT THE REQUEST OF AND THE EXCLUSIVE BENEFIT OF THE OWNERS OR THEIR REPRESENTATIVES ON JUNE 4, 2024.

Dana W. Mann

DANA W. MANN, IPLS No. 3698
LICENSE EXP. DATE 11/30/2024



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

PREPARED FOR: VILLAGE OF FORSYTH, IL	DRAFTED BY:	D. MANN	PLAT OF SURVEY LOT 3 OF PRAIRIE WINDS SUBDIVISION RECORDED IN BOOK 5000 ON PAGE 28 IN MACON COUNTY, ILLINOIS	MANN ENGINEERING & SURVEYING, LLC P.O. BOX 321 FORSYTH, IL 62535 TEL: 217-433-4537 EMAIL: MANNENGR@YAHOO.COM WEBSITE: WWW.MANNENGR-SURVEY.COM DESIGN FIRM #184-007055 EXP. 4/30/2025
	DATE:	6/4/2024		
	REVIEWED BY:	D. MANN		
	SCALE:	1"=100'		
	JOB NUMBER:	2331		
	SHEET:	2 OF 2		
DRAWING STATUS				
☐ PRELIMINARY DRAWING ☒ FINAL DRAWING				

EXHIBIT B
FINDINGS OF FACT AND RECOMMENDATION

MAP AMENDMENT RECOMMENDATION & FINDINGS OF FACT

To: Village of Forsyth Board of Trustees

From: Planning & Zoning Commission

Re: Recommendation for Prairie Winds Farmland – 12C Properties LLC

Date: July 26, 2024

On July 25, 2024, the Planning and Zoning Commission (“Commission”) held a public hearing for a map amendment related to a portion of the real property legally described as SEC 14-17-2E PRAIRIE WINDS LT 3 (PIN: 07-07-14-200-007). The notice of the public hearing was published in the Herald & Review on July 10, 2024. A copy of the certificate of publication is attached.

12C Properties LLC is purchasing 12 acres of farmland from the Village of Forsyth to develop a fitness center and has applied for a zoning map amendment to change the designated zoning of the property from Residential-One (R-1) to Commercial-One (C-1).

Based on the public hearing, the Commission voted to recommend approval of the map amendment to the Board of Trustees by a vote of 7-0. The Commission also made the following findings of fact:

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

Chairman, Planning & Zoning Commission

NEW BUSINESS

ITEM 3

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

**ORDINANCE
NUMBER 2024-21**

**AN ORDINANCE APPROVING PRELIMINARY PLAN FOR PLANNED UNIT
DEVELOPMENT AT A PORTION OF THE PROPERTY DESCRIBED AS TRACT 1 IN
SEC 14-17-2E PRAIRIE WINDS LT 3 (PIN: 07-07-14-200-007)**

**JIM PECK, Mayor
CHERYL MARTY, Village Clerk**

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

Village Trustees

Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Forsyth
on _____, 2024

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

ORDINANCE NO. 2024-21

AN ORDINANCE APPROVING PRELIMINARY PLAN FOR PLANNED UNIT DEVELOPMENT AT A PORTION OF THE PROPERTY DESCRIBED AS TRACT 1 IN SEC 14-17-2E PRAIRIE WINDS LT 3 (PIN: 07-07-14-200-007)

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

WHEREAS, the Village's Development Ordinance Code, Section 11.7 provides that preliminary and final plats for planned unit developments shall be prepared in accordance with the provisions for major subdivisions set forth in Section 5; and

WHEREAS, the Village's Development Ordinance Code, Section 5.6, sets forth the process for approving the preliminary plan for a planned unit development and provides that preliminary plats of subdivisions may be processed together with the preliminary plan; and

WHEREAS, 12C Properties LLC petitioned for approval of its preliminary plan for a planned unit development of the property referred to as at Tract 1 at SEC 14-17-2E PRAIRIE WINDS LT 3 (PIN: 07-07-14-200-007) ("Property"), with said preliminary plan and plat attached as **EXHIBIT A**;

WHEREAS, notice of the public hearing on 12C Properties LLC's petition was published on July 9, 2024;

WHEREAS, the Planning and Zoning Commission held a meeting on the preliminary plan for planned unit development at a meeting on July 25, 2024, and at said meeting voted to recommend approval of same by a vote of 7-0 as shown in the Report and Recommendation attached as **Exhibit B**; and

WHEREAS, the Mayor and the Board of Trustees of the Village of Forsyth, Illinois, desire to approve 12C Properties LLC's preliminary plan for planned unit development at the Property as set forth 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 foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

Section 2. Findings. The Village Board finds that all of the requirements of Section 5 of the Village's Development Ordinance have been complied with and the application for approval of 12C Properties LLC's preliminary plan for planned unit development at the Property shall be granted.

Section 3. Approval of 12C Properties LLC's Preliminary Plan for Planned Unit Development. The Village Board hereby approves 12C Properties LLC's preliminary plan for planned unit development attached as **EXHIBIT A** having considered the information in both **EXHIBIT A** and **EXHIBIT B**.

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

SO ORDAINED this 6th day of August, 2024, at Forsyth, Macon County, Illinois.

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

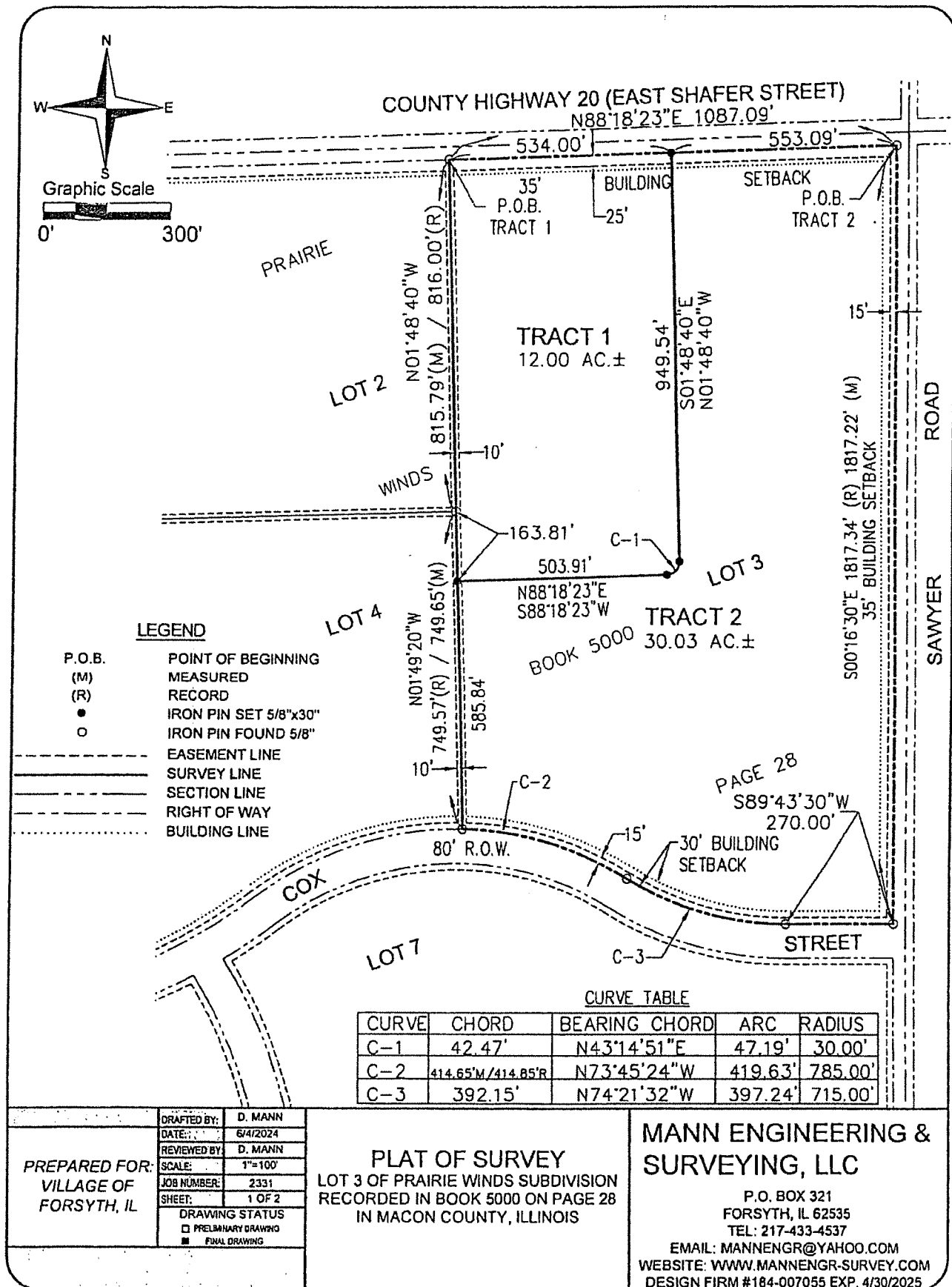
VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

**EXHIBIT A
PRELIMINARY PLAN**



DESCRIPTIONSTRACT 1:

A PART OF LOT 3 OF PRAIRIE WINDS AS PER PLAT RECORDED IN BOOK 5000 ON PAGE 28 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE ALONG THE NORTH LINE OF SAID LOT 3 ON AN ASSUMED BEARING OF N88°18'23"E, A DISTANCE OF 534.00 FEET TO AN IRON PIN SET; THENCE S01°48'40"E, A DISTANCE OF 949.54 FEET TO AN IRON PIN SET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF S43°14'51"W, A RADIUS OF 30.00 FEET AND A CHORD LENGTH OF 42.47 FEET TO AN IRON PIN SET; THENCE S88°18'23"W, A DISTANCE OF 503.91 FEET TO AN IRON PIN SET IN THE WEST LINE OF SAID LOT 3; THENCE N01°49'20"W ALONG SAID WEST LINE, A DISTANCE OF 163.81 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF LOT 2 OF SAID PRAIRIE WINDS; THENCE N01°48'40"W ALONG SAID WEST LINE A DISTANCE OF 815.79 FEET TO THE POINT OF BEGINNING. CONTAINING 12.00 ACRES, MORE OR LESS.

TRACT 2:

A PART OF LOT 3 OF PRAIRIE WINDS AS PER PLAT RECORDED IN BOOK 5000 ON PAGE 28 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

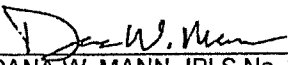
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NOTES

1. FIELD WORK COMPLETED JUNE 2024.
2. IT IS NOT WARRANTED THAT THIS PLAT CONTAINS COMPLETE INFORMATION REGARDING DEDICATIONS, EASEMENTS, RIGHTS OF WAY, OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.
3. BASIS OF BEARINGS ARE ASSUMED.

SURVEYOR'S CERTIFICATE

I, DANA W. MANN, ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3698, DECLARE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF THIS IS A CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY DIRECTION AT THE REQUEST OF AND THE EXCLUSIVE BENEFIT OF THE OWNERS OR THEIR REPRESENTATIVES ON JUNE 4, 2024.


 DANA W. MANN, IPLS No. 3698
 LICENSE EXP. DATE 11/30/2024

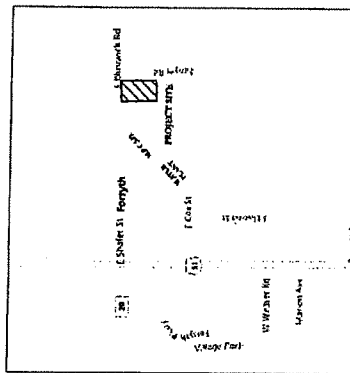
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



PREPARED FOR: VILLAGE OF FORSYTH, IL	DRAFTED BY:	D. MANN	PLAT OF SURVEY LOT 3 OF PRAIRIE WINDS SUBDIVISION RECORDED IN BOOK 5000 ON PAGE 28 IN MACON COUNTY, ILLINOIS	MANN ENGINEERING & SURVEYING, LLC P.O. BOX 321 FORSYTH, IL 62535 TEL: 217-433-4537 EMAIL: MANNENGR@YAHOO.COM WEBSITE: WWW.MANNENGR-SURVEY.COM DESIGN FIRM #184-007055 EXP. 4/30/2025
	DATE:	6/4/2024		
	REVIEWED BY:	D. MANN		
	SCALE:	1"=100'		
	JOB NUMBER:	2331		
	SHEET:	2 OF 2		
DRAWING STATUS				
☐ PRELIMINARY DRAWING ☒ FINAL DRAWING				

KRC PROPERTIES - FITNESS CENTER PLANNED UNIT DEVELOPMENT EAST SHAFER STREET FORSYTH, IL

LOCATION MAP



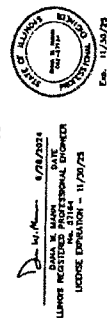
PROPERTY DESCRIPTION

A PART OF LOT 3 OF PRAIRIE WINDS AS PER PLAT RECORDED IN BOOK 5600 ON PAGE 28 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE ALONG THE NORTH LINE OF SAID LOT 3 ON AN ASSUMED BEARING OF N88°19'22"E, A DISTANCE OF 849.54 FEET TO AN IRON PIN SET; THENCE S80°48'40"E, A DISTANCE OF 188'19'22"E, A CHORD BEARING OF S43°14'51"W, A RADIUS OF 30.00 FEET AND TO THE POINT OF BEGINNING; THENCE TO THE WEST LINE OF SAID LOT 3; THENCE N81°49'00"W, A DISTANCE OF 503.81 FEET TO AN IRON PIN SET; THENCE N81°49'00"W, A DISTANCE OF 503.81 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF LOT 2 OF SAID PRAIRIE WINDS; THENCE N81°49'00"W, A DISTANCE OF 815.78 FEET TO THE POINT OF BEGINNING, CONTAINING 12.00 ACRES, MORE OR LESS.

- ### INDEX OF SHEETS
- C-0. COVER SHEET
 - C-1. OVERALL MAP & TOPOGRAPHY
 - C-2. SITE GEOMETRIC PLAN
 - C-3. UTILITY PLAN
 - C-4. GRADING PLAN / SWPPP
 - C-5. SANITARY SEWER PROFILE - MH. 1-4
 - C-6. SANITARY SEWER PROFILE - MH. 4-7
 - C-7. STANDARD DETAILS
 - C-8. STANDARD DETAILS
 - C-9. CONSTRUCTION NOTES / LEGEND
 - C-10. WATER MAIN PROFILE
 - C-11. PHOTOMETRIC PLAN
 - L-1. LANDSCAPE PLAN

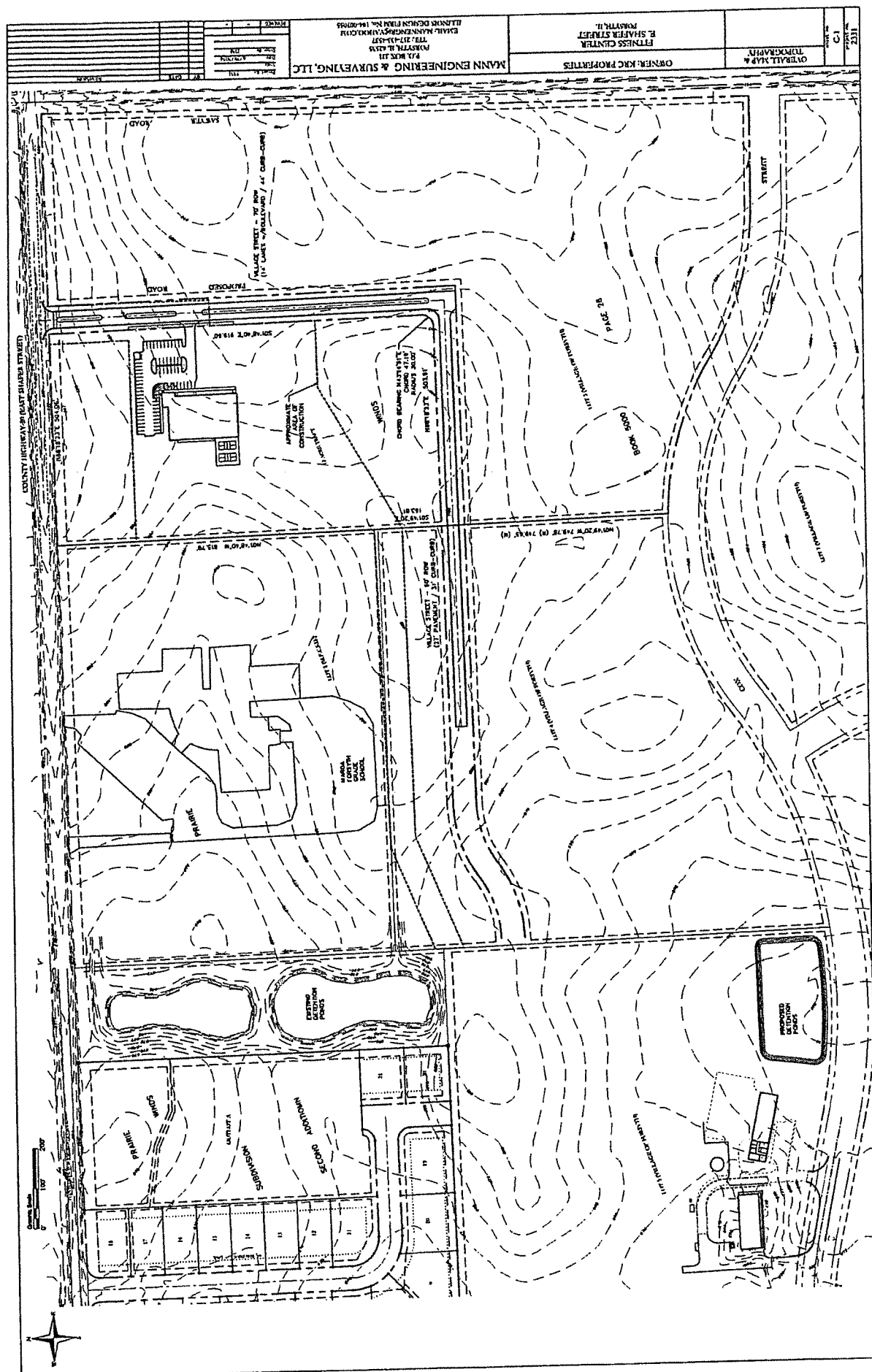
OWNER
KRC PROPERTIES
P.O. BOX 241
MARION, IL 61756

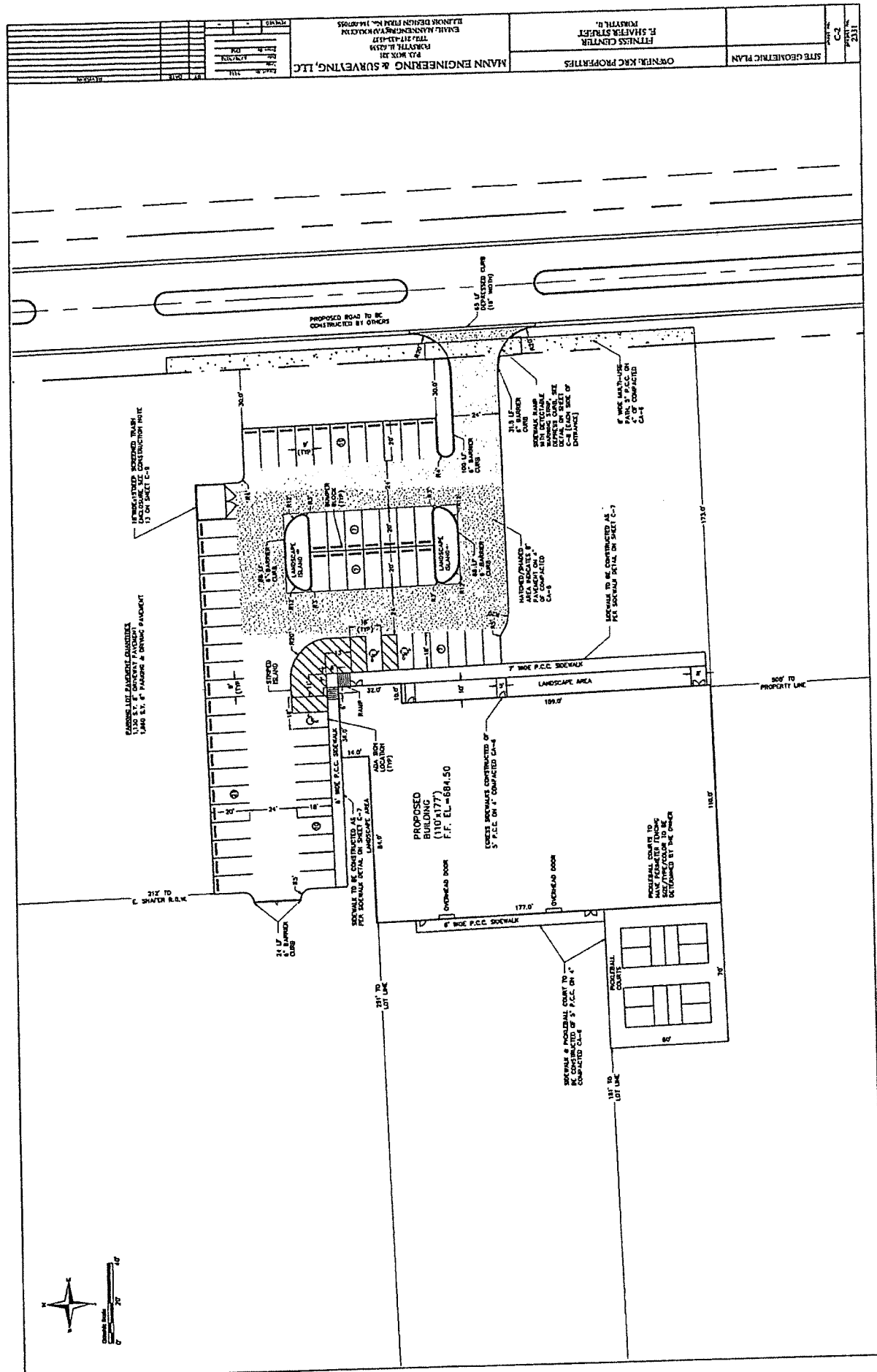
CIVIL ENGINEER
MANN ENGINEERING & SURVEYING, LLC
P.O. BOX 321
FORSYTH, ILLINOIS 62535
PHONE (217) 433-4537
DESIGN FIRM No. 184-007055

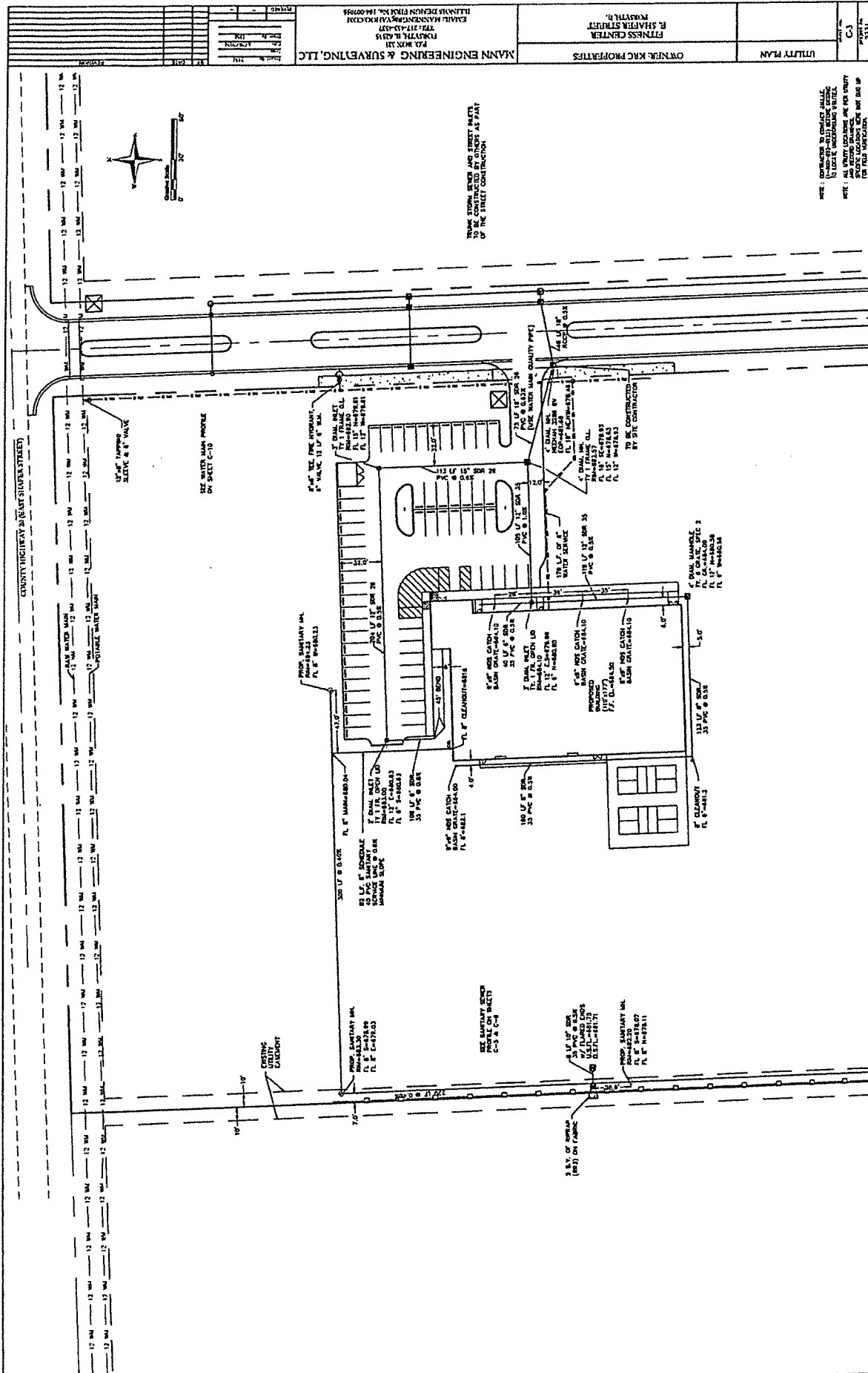


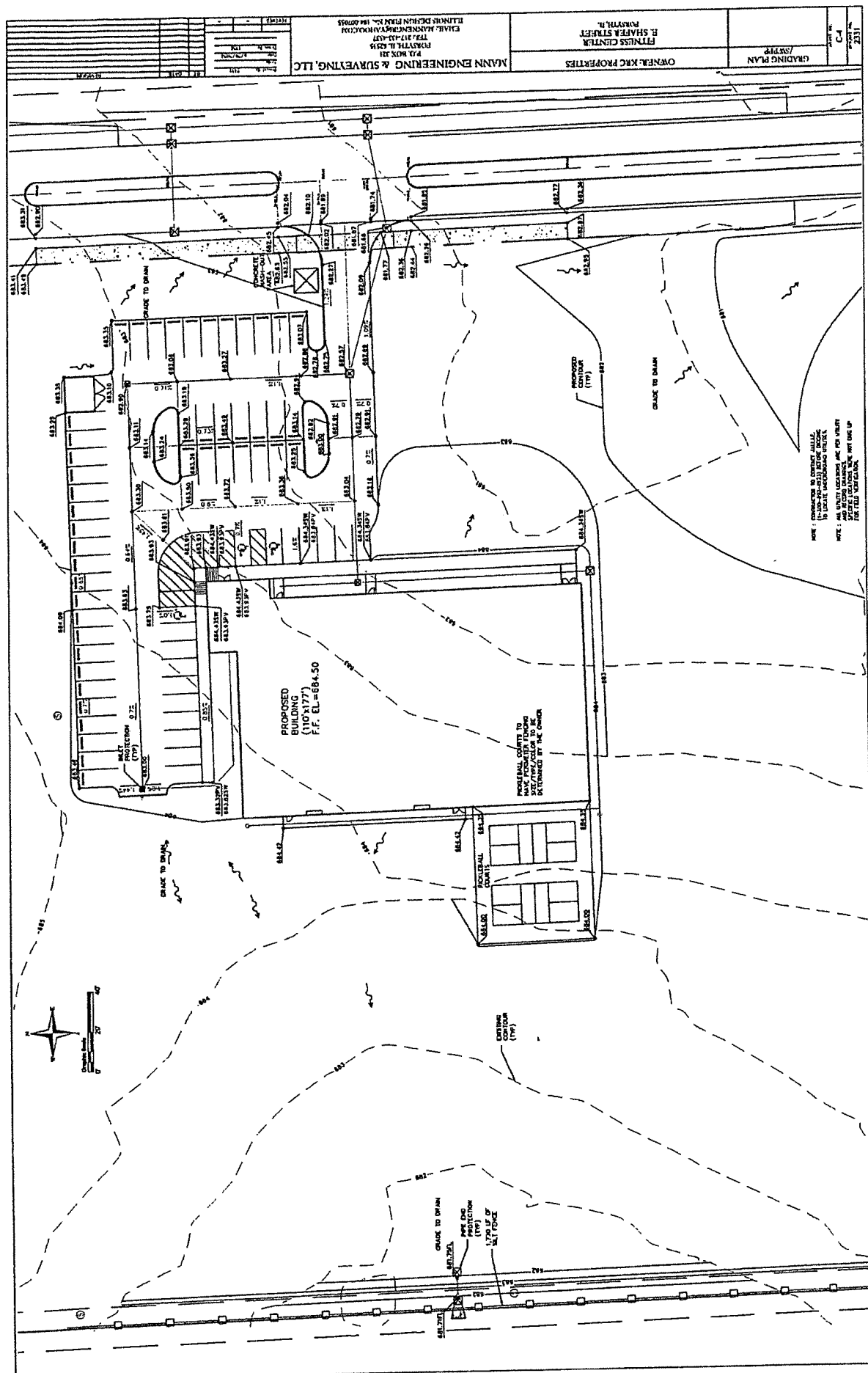
NOTE: ALL THESE LOCATIONS ARE FOR UTILITY PURPOSES ONLY. THE EXACT LOCATION OF THE UTILITY SHALL BE DETERMINED BY THE UTILITY COMPANY. THE UTILITY COMPANY SHALL BE RESPONSIBLE FOR THE LOCATION OF THE UTILITY.

OWNER: KRC PROPERTIES F. SHAFER STREET FORSYTH, IL	DESIGNER: MANN ENGINEERING & SURVEYING, LLC P.O. BOX 321 FORSYTH, IL 62535 TEL: (217) 433-4537	DATE: 11/11/24	SCALE: AS SHOWN
PROJECT: FITNESS CENTER EAST SHAFER STREET FORSYTH, IL	PROJECT NO.: 184-007055	DATE: 11/11/24	SCALE: AS SHOWN



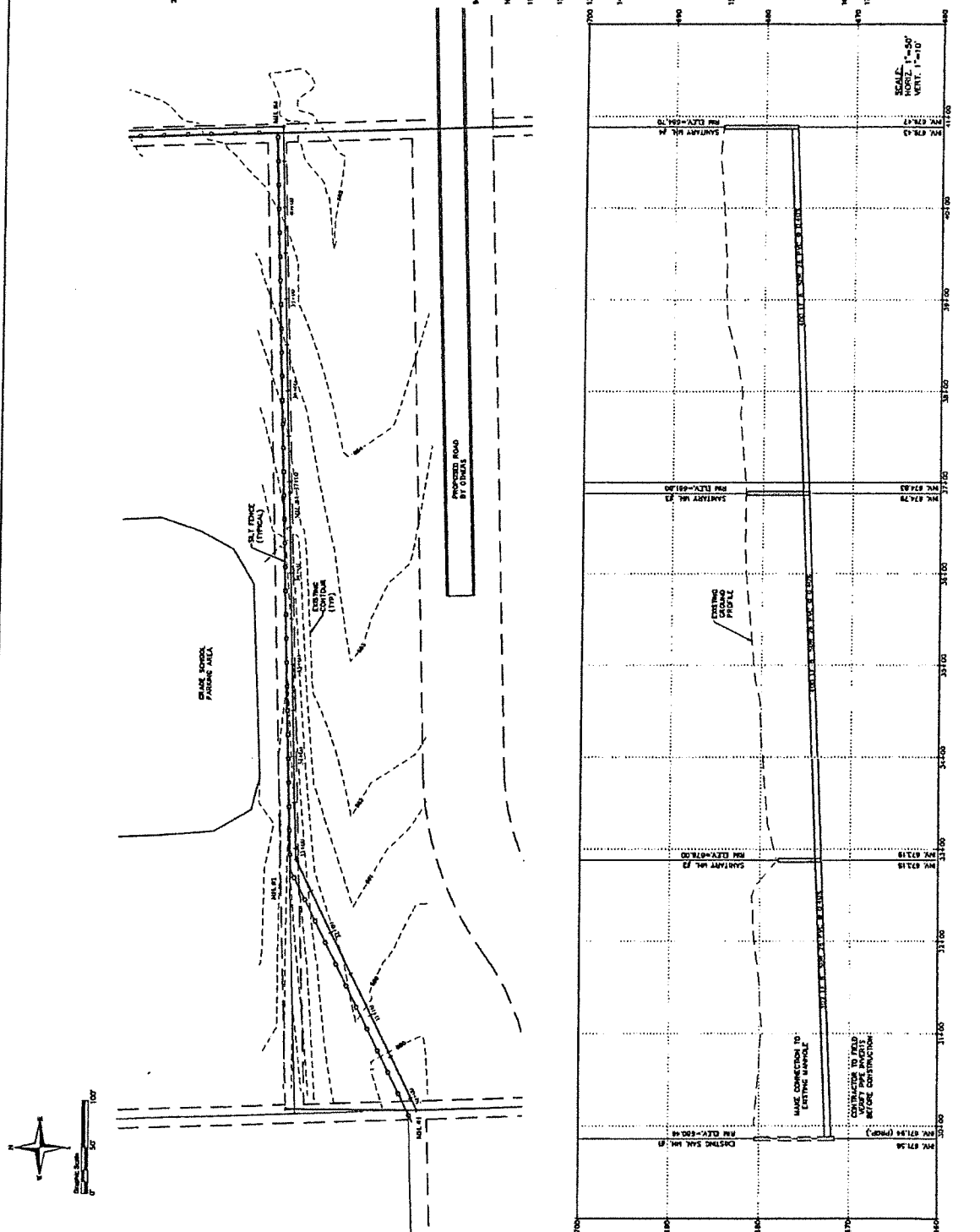


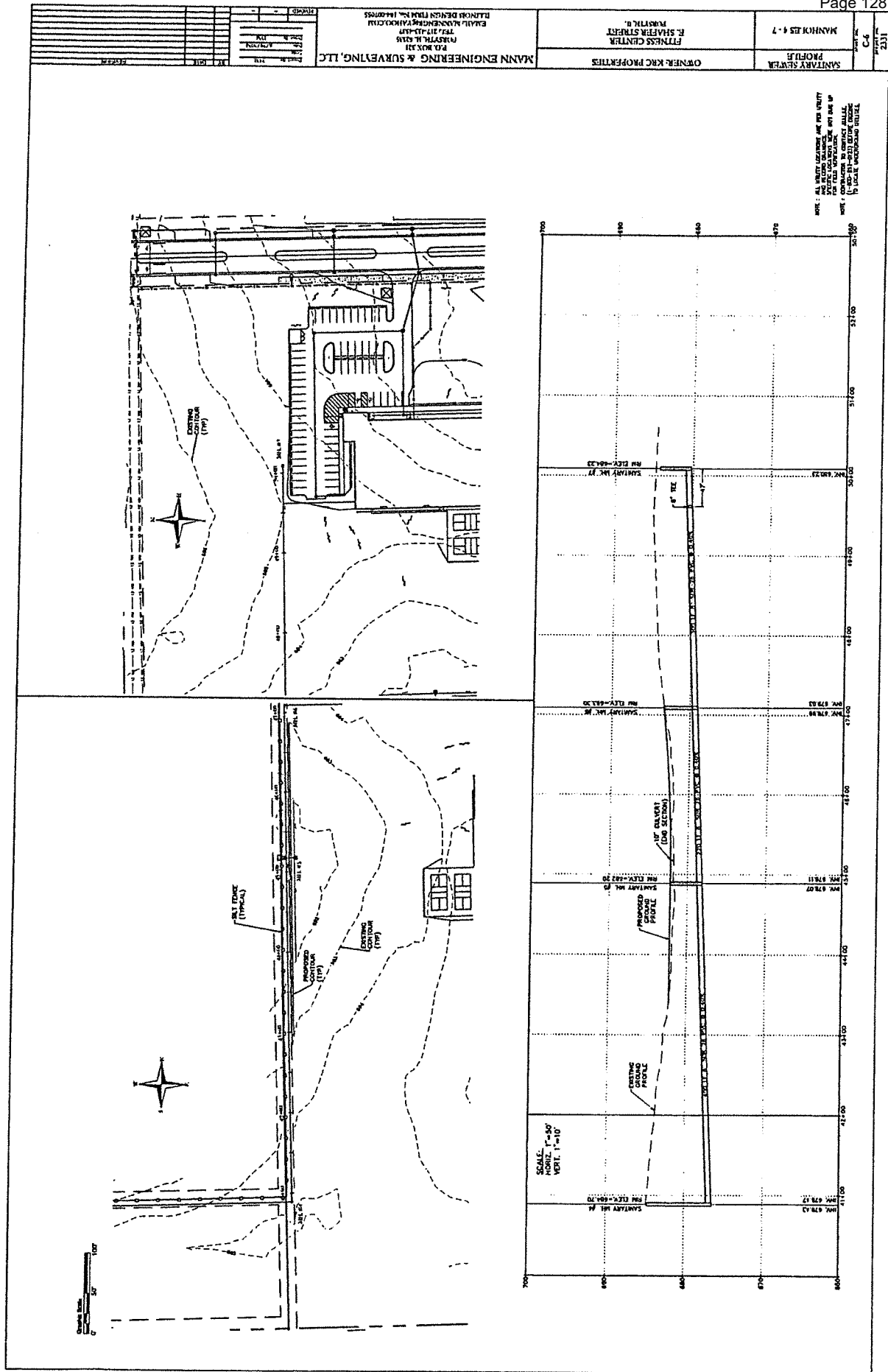




SANITARY SEWER NOTES

- [illegible]





[illegible]

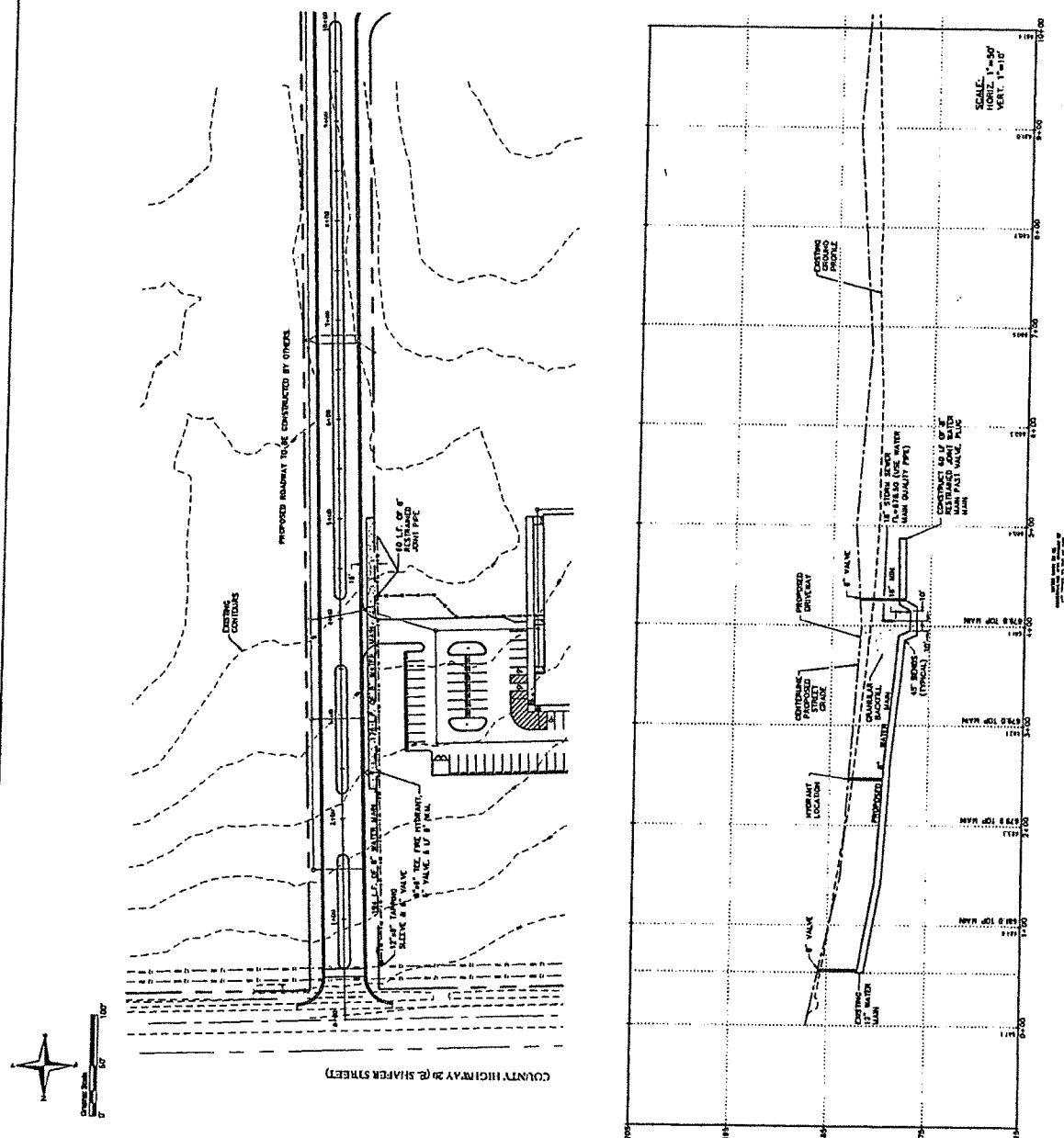
ALL UTILITY INFORMATION WAS OBTAINED FROM THE RECORDS OF OPERATING COMPANIES AND FROM FIELD SURVEYS FOR ADDITIONAL INFORMATION AND BEFORE EXCAVATING OR CONSTRUCTION CONTACT THE UTILITY COMPANY AND AULLE. (1-800-881-0123)

CONTRACTOR SHALL PROTECT ALL UNDERGROUND OR SURFACE UTILITIES DURING CONSTRUCTION AND REPAIR OR REPLACE DAMAGED UTILITY TO THE SATISFACTION OF THE UTILITY OWNER.

WATER MAIN SHALL BE CONSTRUCTED WITH MINIMUM OF 45° COVER MEASURED FROM FINISHED GRADE TO THE TOP OF MAIN.

- [illegible]

NOTE: ALL UTILITY LOCATIONS ARE FOR REFERENCE ONLY. THE EXACT LOCATION OF ANY UTILITY SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.



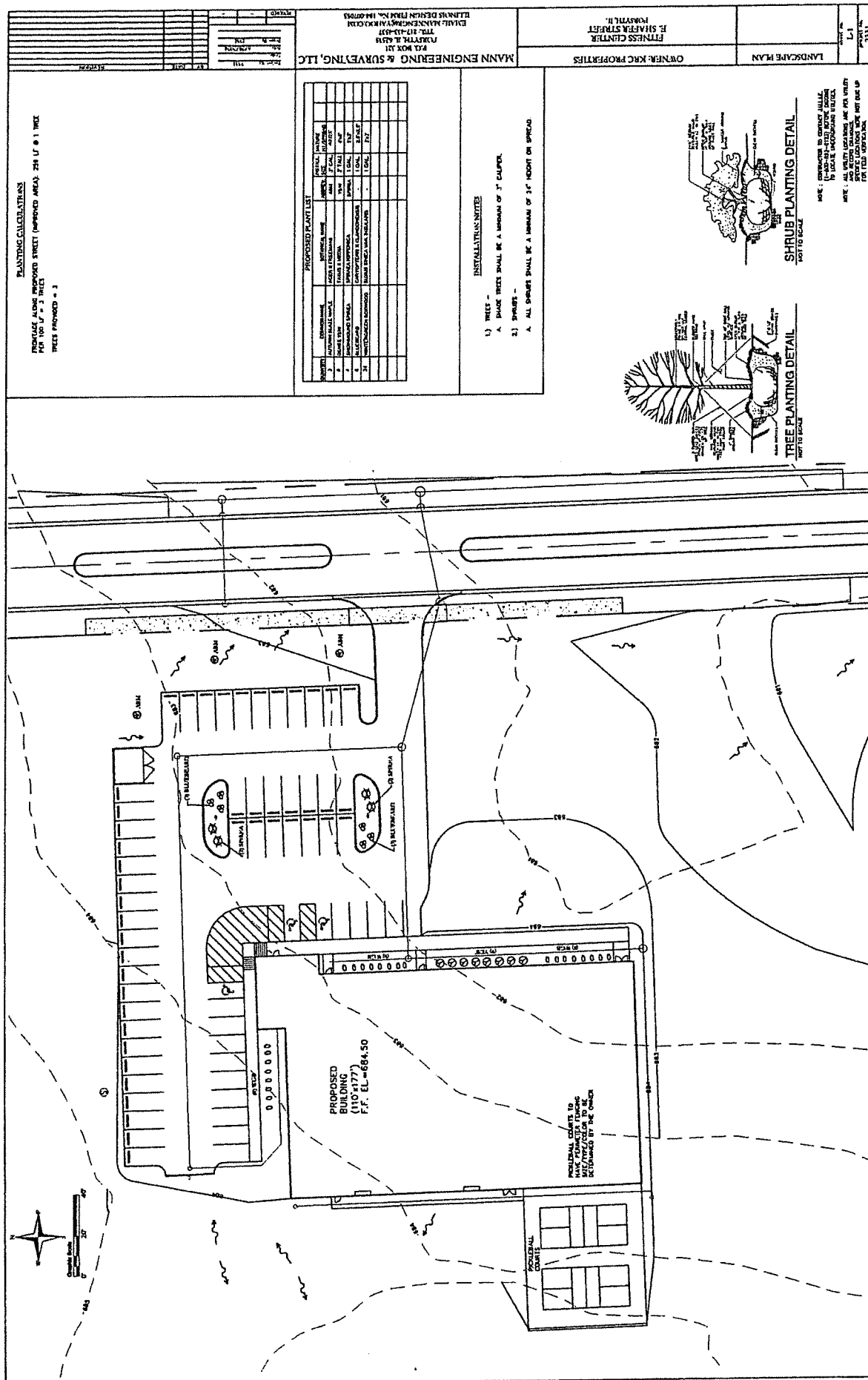


EXHIBIT B
REPORT AND RECOMMENDATION

NEW BUSINESS

ITEM 4



MEMORANDUM

To: The Honorable President and Board of Trustees
From: Ryan Raleigh, Director of Planning and Zoning
Date: July 26, 2024
Subject: Five Below

Five Below made a variance request to modify Village of Forsyth Ordinance 2024-11 to remove the restriction that no further signs be permitted on the property and to allow a monument sign that complies with that the Village Development Ordinance. The Planning and Zoning Commission voted 7-0 to approve the variance.

VILLAGE OF FORSYTH

301 S. Route 51
Forsyth, IL 62535

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



VARIANCE REQUEST APPLICATION

OWNER: ☐

APPLICANT: ☒

Name: Five Below by Expedite The Diehl LLC (Tracey Diehl)

Address: 6487 Hilliard Drive. Canal Winchester, OH 43110

Phone Number: (614) 828-8215 E-mail: tracey@expeditethediehl.com

Property Address: 990 US 51 PIN #: 07-07-14-351-006

Legal Description of the Property:

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

Zoning District: C-1: Commercial Service District



Requested variation(s) to the Development Ordinance (include reference to provisions of the Development Ordinance being affected):

7.4.C.(1) Applicant seeks a variance to allow 4 wall signs where only 2 are allowed.

The applicant is seeking to remove the restriction of the previous variance granted here that limited the property to the use of wall signs only. The applicant is seeking the use of their code allowed monument sign.

Brief description of what the proposed plan is for the property:

The property is a proposed retail store to be positioned as an outlot parcel in front of Lowes at the intersection of Marion, Route 51 and Commerce Place. The retail structure has 3 street frontages and two parking lot frontages.

*Attach a dimensioned site plan or plat to depict the proposed variation(s) and plan for the property.

The questions below shall be answered completely, otherwise the Planning and Zoning Commission shall not recommend a variation and the Village Board shall not grant a variation to the provisions of this Ordinance (for multiple variance requests provide answers for each request):

1. What special or unique circumstances exist that are unique to the property seeking the variance (examples of special circumstances include, but are not limited to the physical character of the land or buildings, dimensions, topography, and soil conditions)?

The property has three street frontages and a parking lot frontage. There are existing mature trees linking the southern portion of the lot. Signs are designed to protect the public from injury and damage that can occur when there is inadequate signage present. The signs proposed will protect visual clutter and have no negative impact on the community. The upgrades to this site will be positive and consistent with the retail nature of other businesses in this vicinity.

2. Are the special circumstances not of so general or recurring a nature throughout the entire Village as to make it reasonably practical to provide for a general regulation?

This particular property is a corner lot that has three street frontages, and that in itself makes it unique. Traffic will be approaching from various angles and the highway is divided. Signs are designed to protect the public safety on city streets and prevent distraction for motorists, these signs will allow motorists to find their destination.

3. Will the strict application of the Development Ordinance deprive the applicant of rights and/or uses commonly enjoyed by other owners of property in the immediate area under the regulations of this Development Ordinance? Please explain and give examples if available.

The taxable value of lands and buildings throughout the city and immediate vicinity are not negatively impacted by signage of this size, type and location because signs of this size, type and location already exist here. The signage proposed is consistent with the signs in this area. To deny the variance would deprive the applicant of adequate signage to fully represent themselves at this location on all street frontages and parking lot frontages.

4. Will the authorization of such variance not be of substantial detriment to adjacent property and will the granting of the variance not change the character of the district? Please explain.

i. The use of signs to identify uses, advertise business and provide general orientation in the city is a recognized need and right of property owners within appropriately zoned districts. Granting this variance will not be a detriment to adjacent properties but rather enhance the area overall. The signage type and illumination is consistent with the zoning ordinance.

5. Is the variance the minimum variance that will make possible the reasonable use of the property, building, or structure? Please explain.

Three elevations plus one parking lot frontage equals the need for four signs. One of these signs is pedestrian oriented and not visible from the right of way. The three wall signs are necessary for the three street frontages, this is the minimum needed for this business to occupy this property.

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

Signature: _____

Harry Dierl

Date: 7/16/2024

For office use only

Date Received: _____

PZC Meeting Date: _____

Application Fee Paid: _____

Board Meeting Date: _____

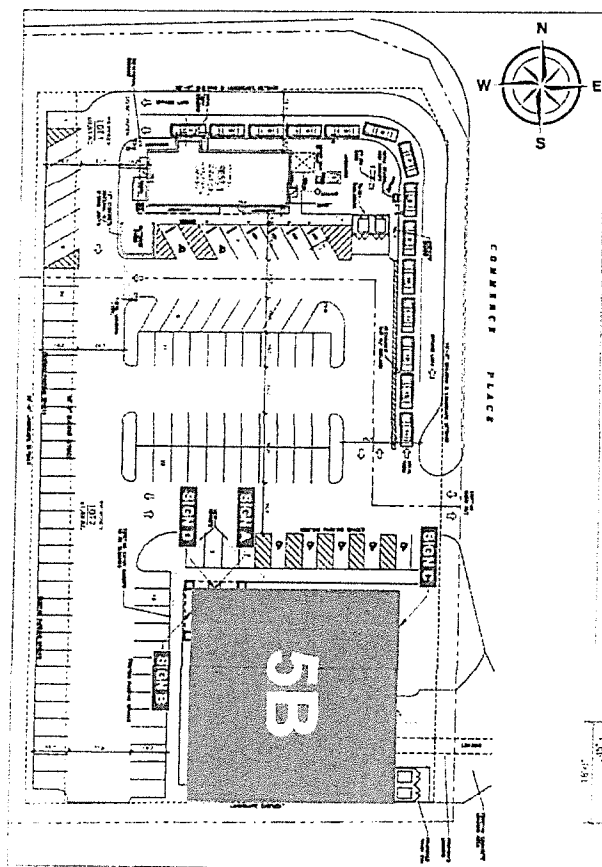
Approved (Y/N): _____

Ordinance # _____

Variance requested:

The applicant is seeking a variance from Section 7.4.C(1) to erect four wall signs where only 2 are allowed in a C1 zoning district. The applicant is seeking the removal of the restriction to allow for a monument sign. The monument sign size and location will be code complaint. The previous variance limited the signage to wall signs only. The applicant feels it is necessary to have a code compliant monument sign along use Route 51. To deprive the applicant of a monument sign representing them along this roadway would deprive them of something that is code allowed for all other properties in this zoning district. Parallel signs are not always legible to oncoming motorists and Five Below feels that the monument sign will allow motorists traveling here to anticipate turns. This is a divided highway and there are only two opportunities to turn into the shopping area at Marion Avenue and Lucille Avenue. Recent studies have shown that 40% of American motorists do not use GPS technology but rather signage to navigate.

The retail structure is proposed for 990 US 51. The property is an outparcel to Lowes Shopping Center and has not yet been developed. The proposed sign package includes four wall signs and has three street frontages. The building faces US Route 51 to the west, Marion to the north, Commerce Place to the east.



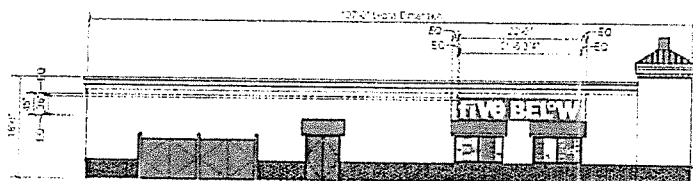
Front Elevation (North)

Scale: 1/8" = 1'-0"



Side Elevation (West)

Scale: 1/8" = 1'-0"



Side Elevation (East)

Scale: 1/8" = 1'-0"

The signs proposed are

FIVE BELOW VARIANCE FORSYTH IL EXHIBIT A

- Sign A North elevation 159.61 sq. ft. channel letter set that reads “five below hot stuff. cool prices”
- Sign B West elevation 159.61 sq. ft. channel letter set that reads “five below hot stuff. cool prices”
- Sign C East elevation 106.17 sq. ft. channel letter set that reads “five below”
- Sign D North elevation 4.38 sq. ft. pedestrian oriented under canopy sign reads ‘five below”

Variance Criteria:

The City of Forsyth Development ordinance section 9.10 states the variance criteria:

- (a) Special or unique circumstances exist that are unique to the property seeking the variance (examples of special circumstances include, but are not limited to the physical character of the land or buildings, dimensions, topography, and soil conditions); and
- (b) The special circumstances are not of so general or recurring a nature throughout the entire Village as to make it reasonably practical to provide for a general regulation; and
- (c) Strict application of the Development Ordinance will deprive the applicant of rights and/or uses commonly enjoyed by other owners of property in the immediate area under the regulations of this Development Ordinance; and
- (d) The authorization of such variance will not be of substantial detriment to adjacent property and the granting of the variance will not change the character of the district; and
- (e) The variance is the minimum variance that will make possible the reasonable use of the property, building, or structure.

Hardship Statement:

Special conditions and circumstances exist which are peculiar to the land involved and which are not applicable to other lands or structures in the same district. Other businesses here have highway-oriented signs and the lots are of different sizes as well as ground mounted signage. They do not necessarily operate a retail establishment that has frontage on three streets and two parking lot frontages. The configuration that is absolutely necessary for the safe flow of traffic and the use of this existing lot has the business oriented with the primary elevation facing north. The strict application of the terms of this Ordinance would deprive the applicant of the rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance where they are able to fully represent themselves on two street frontages, this business needs to be able to represent itself on each frontage.

Purpose – The purpose of the city sign regulations are to:

- (1) Encourage the effective use of signs as a means of identification for businesses and organizations in the Village of Forsyth.
- (2) Regulate signs to support and complement land use and community aesthetic objectives set forth in the Comprehensive Plan and this Ordinance.
- (3) Ensure that all signs within the Village of Forsyth are compatible with existing land uses and buildings within the general vicinity of the sign and the community as a whole, with regard to size, location, color, construction, materials, and manner of display.

- (4) Permit such signs that do not confuse, mislead, inhibit traffic safety, or otherwise endanger the public health, safety, morals, or general welfare of the Village of

Conclusion:

Signs of this type and size are appropriate in scale for this development and this roadway location to protect the health, safety and welfare of the citizens of the city and the general aesthetics of the city by providing for adequate signs that are visible at posted speed limits and from all points of entry. The purposes of the city's sign regulations are as follows: to lessen congestion in the streets; to protect the public from damage or injury caused or partially attributable to distractions and obstructions from improperly designed or situated signs; to secure safety from fire, panic and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to promote traffic safety and to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements. These signs will allow those traveling here to safely identify their point of entry and make their way to the five below store. The signs will achieve the objectives and purpose of the aforementioned sign regulations as proposed and anything else will inhibit the safe flow of traffic.

The monument sign is a by right sign allowance. The applicant simply wishes to enjoy the use of a monument sign on the Five Below property that would comply with the code allowance and requirements.

AFFIDAVIT OF PERMIT AUTHORIZATION

This affidavit certifies that the party listed, who is not a lessee, licensed architect, engineer, or contractor, has been granted authorization to obtain approval(s) on behalf of a property owner. This form is completed by the property owner or the company containing the authority to sign for the legal land owner.

I, Adam Firsel, manager of SC Forsyth, owner of the property listed below certify that I have granted, Apex Signs and their permit expeditor Expedite The Diehl, my duly authorized agent(s), permission to obtain the variance, sign permits and related documents necessary for the construction (or installation) of signs at the following address:

994 US-51, Forsyth, IL 62535
Address of permit location

I understand that I am authorizing them to apply for necessary permits and related permit documents. This is limited to what is necessary for sign permit projects to be completed.

[Signature]
Signature of Property Owner

4/15/2024
Date

Notary

State of Illinois

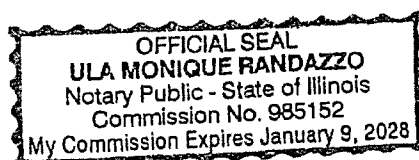
City/ County of Lake

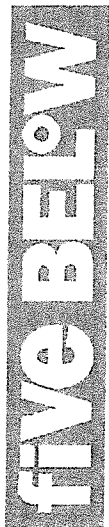
I, Ula Monique Randazzo Notary Public in and for the aforesaid State hereby certify that Adam Firsel appeared before me in the State and City/County aforesaid and executed this affidavit on this 15th day of April, 2024.

[Signature]
Notary Public

My Commission Expires the 1st day of January, 2028.
Date Month year

Seal

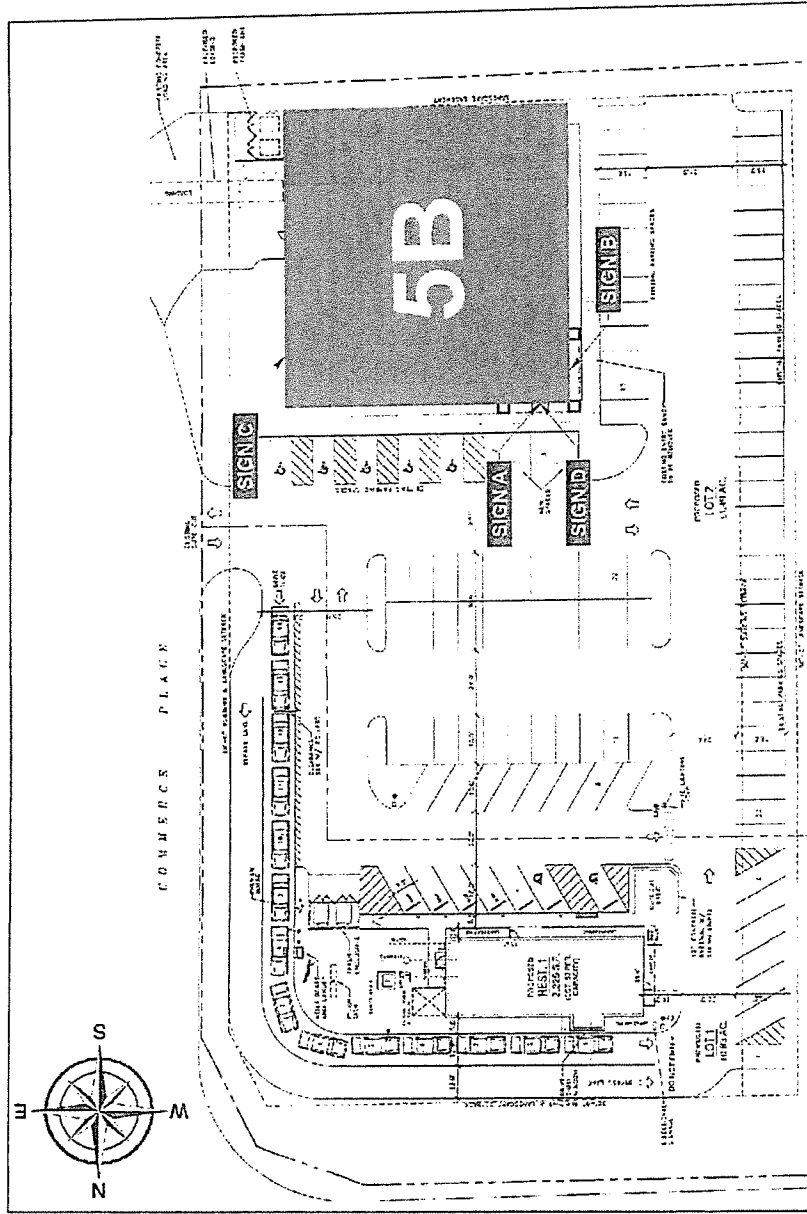




Hickory Point Plaza

Hickory Point Plaza, 994 US-51, Forsyth, IL 62535

SIGN A	48" Five Below, 14 1/2" Tagline
Sign Type:	Individual Channel Letters
Illumination:	Internally Illuminated w/ LED's
Square Footage:	159.61
SIGN B	48" Five Below, 14 1/2" Tagline
Sign Type:	Individual Channel Letters
Illumination:	Internally Illuminated w/ LED's
Square Footage:	159.61
SIGN C	36" Five Below
Sign Type:	Individual Channel Letters on backer
Illumination:	Internally Illuminated LED
Square Footage:	106.17
SIGN D	Five Below
Sign Type:	DIY Under canopy sign
Illumination:	Non-Illuminated
Square Footage:	4.38
SIGN E	Five Below
Sign Type:	Applied vinyl on 24"6" white lexan
Square Footage:	TBD

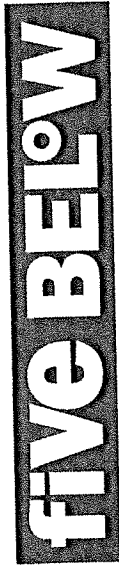


Five Below, Inc.
994 US-51
Forsyth, IL 62535
Hickory Point Plaza

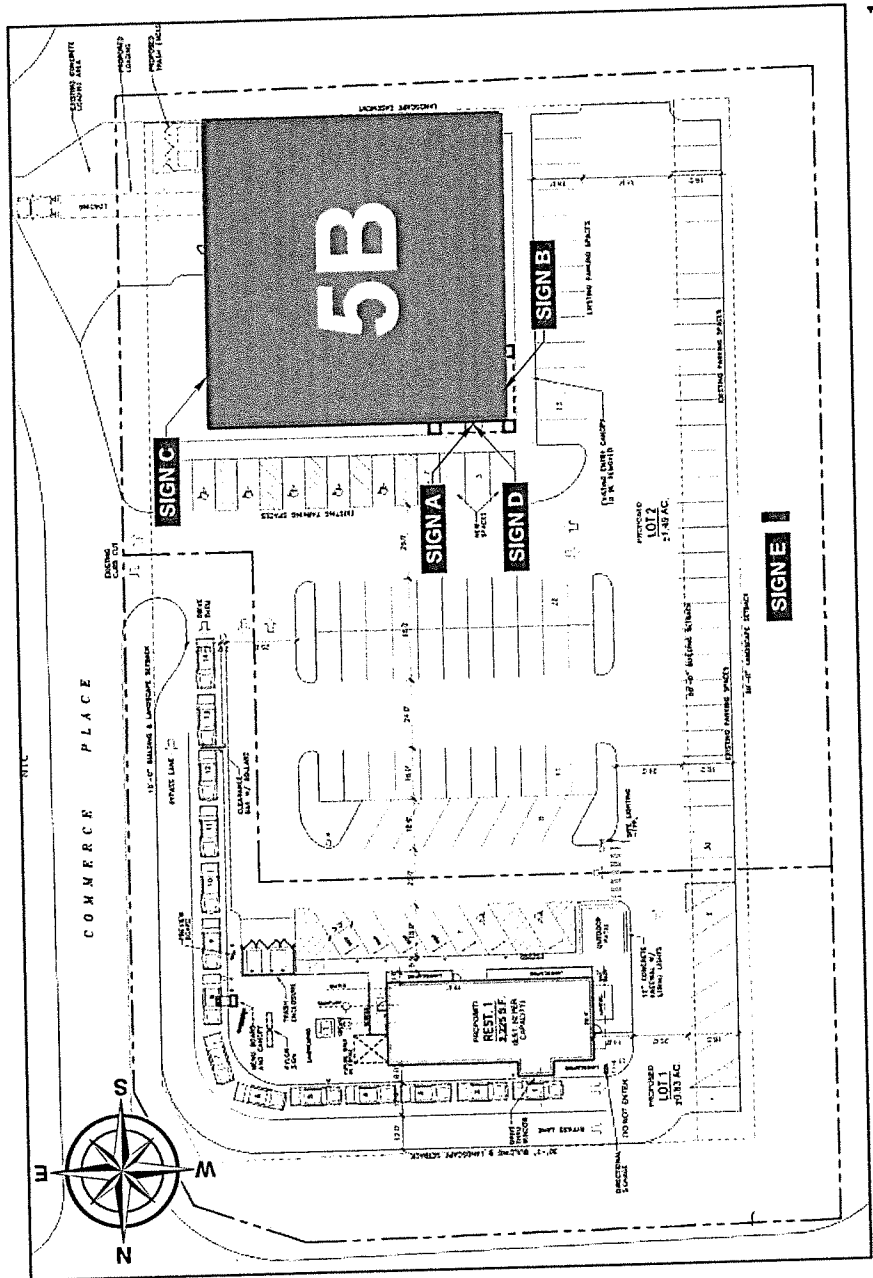
apexsigngroup.com

Project ID#: 134677
Project Mgr: Robert Young
Designer: GS
Created on: 09/27/2023

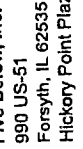
R1 10/17/23 DW Redrew complete package. New Elevations Etc.
R2 10/31/23 DW Redrew all elevations with newly provided. Re-ordered. Added new graphics
R3 11/01/23 DR Revised blue notes and elevation drawings per comments
R4 11/02/23 DR Increased blue bkgrd on front & side elevation, Sign B increased to 48"
R5 01/30/24 MD Reduced parapet height



Hickory Point Plaza
990 US-51, Forsyth, IL 62535



SIGN A	48" Five Below, 14 1/2" Tagline
	Sign Type: Individual Channel Letters
	Illumination: Internally Illuminated w/ LED's
SIGN B	48" Five Below, 14 1/2" Tagline
	Sign Type: Individual Channel Letters
	Illumination: Internally Illuminated w/ LED's
SIGN C	36" Five Below
	Sign Type: Individual Channel Letters on backer
	Illumination: Internally Illuminated LED
SIGN D	Five Below
	Type: D/F Under canopy sign
	Illumination: Non-illuminated
SIGN E	Five Below
	Type: Replacement flexible face w/ applied vinyl graphics
	Illumination: Non-illuminated



Project ID#: 134677
Project Mgr: Robert Young
Designer: GS
Created on: 09/27/2023

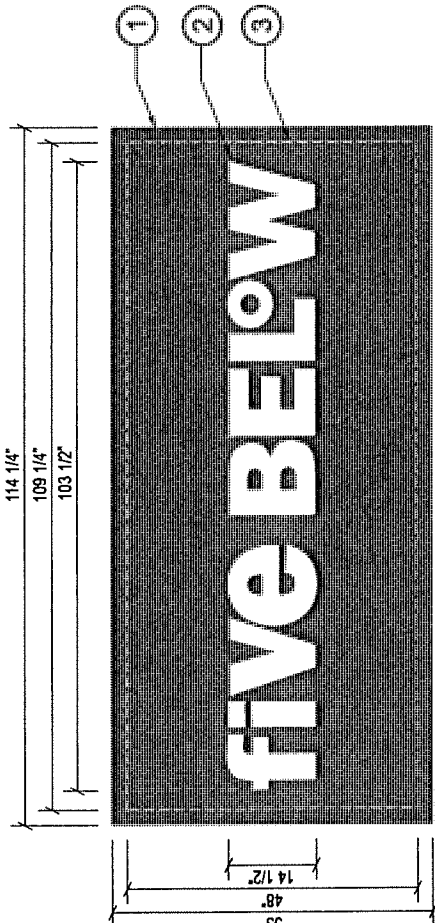
Five Below, Inc.
990 US-51
Forsyth, IL 62535
Hickory Point Plaza

REVISIONS

R4	11/04/23	DR	Increased blue bkqd on front & side elevation, Sign B increased to 48"
R5	01/30/24	MD	Reduced parapet height
R6	03/11/24	DR	Updated site address
R7	05/20/24	DW	Added Monument Sign/Fixed Site Map to include pylon location
R8	06/12/24	DW	Revised Pylon Sign type/added dims
R9	06/25/24	DR	Deleted the (2) two proposed monument sign from site plan pg1

Page 146 of 279

SIGN E	Five Below
Type:	Replacement flexible face w/ applied vinyl graphics
Square Footage:	42.05



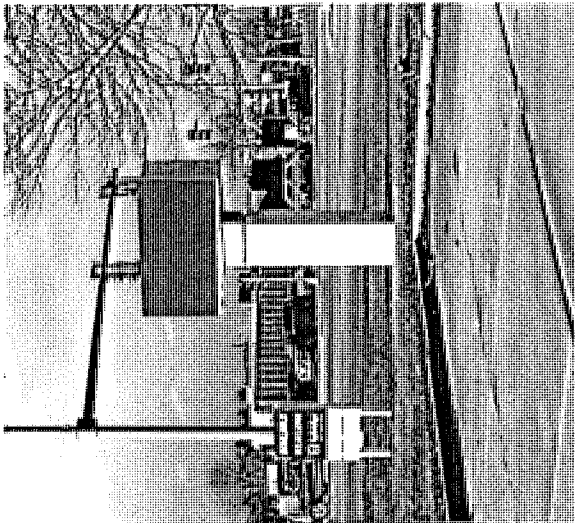
Note: Opposite face similar.
Production to add extra material/ bleed required for retainer system.

Panel Replacement- Existing (D/E) Pylon
Scale: 1/2" = 1'-0"

QTY 2 (1 SET)

Specifications:

- 1. New flexible face
- 2. applied vinyl to match specifications
- 3. Existing 1 1/2" Retainers (Visual Opening)



		Project ID#: 134677 Project Mgr: Robert Young Designer: GS Created on: 09/27/2023	REVISION R4 11/04/23 DR. Increased blue bkgd on front & side elevation. Sign B increased to 48" R5 01/30/24 MD. Reduced parapet height R6 03/11/24 DR. Updated site address R7 05/20/24 DW. Added Monument Sign/Fixed Site Map to include pylon location R8 06/12/24 DW. Revised Pylon Sign Type/added dims R9 06/25/24 DR. Deleted the (2) two proposed monument sign from site plan pg1
---	---	--	---

SIGN A	48" Five Below, 14 1/2" Tagline
Sign Type:	Individual Channel Letters
Illumination:	Internally Illuminated w/ LED's
Square Footage:	159.61

SIGN D	Five Below
Type:	D/F Under canopy sign
Illumination:	Non-Illuminated
Square Footage:	4.38

Facade:

- LL to engineer and build up parapet, height to be 26'-3"
- LL to engineer new storefront glass, 8'-0" high, 4'-0" min panel width, no upper mullions
- LL to locate 8' tall storefront doors per tenant's final plans
- LL to install walkway lighting, 6'-0" min O.C., with additional door light
- LL to install decorative sconces per Five Below plans
- LL to install HILTI eyebolts in facade for temporary banners, see A40 for loc.
- LL to procure and install fabric awnings, Sunbrella Royal Blue 4'-0" proj.

Existing curb cut to remain-

- LL to provide unobstructed permanent access to sign mountable/electrical connection area
- LL to provide electrical to center of all applicable sign mountable areas

Signage:

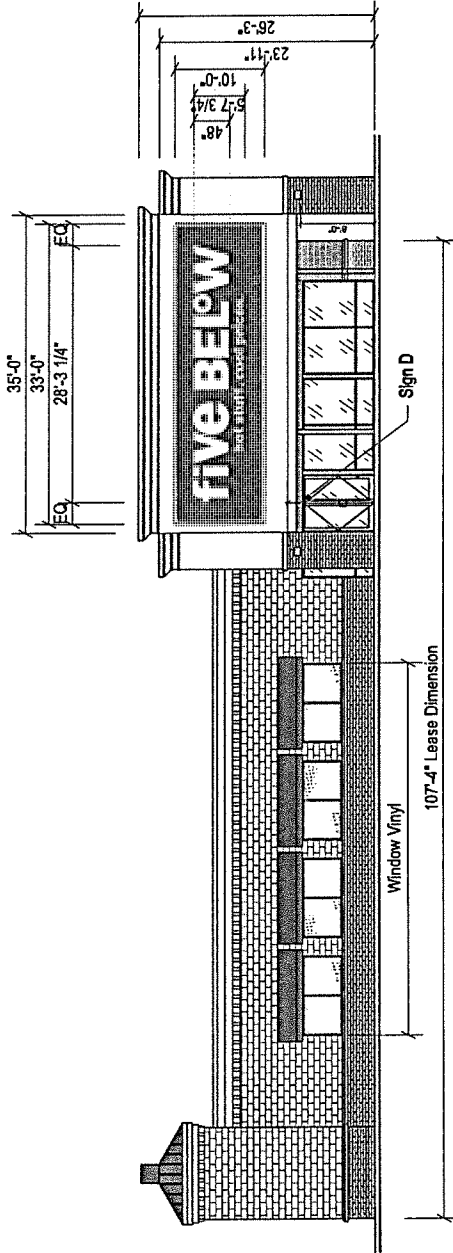
- Primary Sign: 48" internally illuminated channel letters with 14 1/2" internally illuminate tagline
- Temp Post and Panel: Construction sign placed near entrance
- Walkway sign: 5'-0" x 1'-0" UC Sign
- Pylon Panel: LL to provide tenant with a sign panel on the common pylon sign. If a panel is not available, the tenant has right to take an open panel when available.
- Graphics: 1st applied branded vinyl graphic to storefront exterior

Finishes by LL:

- Facade & Body: 3" Dryvit 456 Oyster Shell
- Sign Field: 1" Dryvit FIBE-101021S (to match Pantone 285)
- Frame EIFS: 4" wide Dryvit 310 China White
- Cornice EIFS: 1" Dryvit 310 China White
- Columns: 2" Dryvit 113 Amarillo White
- Standing Seam Roof: Painted to match SW #6959 Blue Chip
- Brick Base: Existing to remain

Dryvit Colors

- #310 China White (Thin/ Cornice)
- #456 Oyster Shell (Field)
- #113 Amarillo White (Columns/ Pilasters)
- SW FIBE-011021S #6959 Blue Chip (Blue)



Front Elevation (North)

Scale: 1/16" = 1'-0"

DRAWINGS ARE FOR LEASE PURPOSES ONLY.
ALL MEASUREMENTS TO BE FIELD VERIFIED
PRIOR TO FABRICATION.

Project ID#	134677
Project Mgr	Robert Young
Designer	GS
Created on	09/27/2023



Five Below, Inc.
990 US-51
Forsyth, IL 62535
Hickory Point Plaza

apexsigngroup.com

Project ID# 134677
Project Mgr Robert Young
Designer GS
Created on 09/27/2023

Revisions	By	Date	Description
R4	11/04/23	DR	Increased blue bldg on front & side elevation, Sign B increased to 48"
R5	01/30/24	MD	Reduced parapet height
R6	03/11/24	DR	Updated site address
R7	05/20/24	DW	Added Monument Sign/Fixed Site Map to include pylon location
R8	06/12/24	DW	Revised Pylon Sign type/added dims
R9	08/25/24	DR	Deleted the (2) two proposed monument sign from site plan pg1

3N B	48" Five Below, 14 1/2" Tagline
Sign Type:	Individual Channel Letters
Illumination:	Internally Illuminated w/ LED's
Area Footage:	159.61

- ade:
- o engineer and build up parapet, height to be 26'-3"
 - o engineer new storefront glass, 8'-0" high, 4'-0" min panel width, no upper mullions
 - o locate 8' tall storefront doors per tenant's final plans
 - o install walkway lighting, 6'-0" min O.C., with additional door light
 - o install decorative sconces per Five Below plans
 - o install HILTI eyebolts in facade for temporary banners, see A40 for loc.
 - o procure and install fabric awnings, Sunbrella Royal Blue 4'-0" proj.

- o sling curb cut to remain-
- o provide unobstructed permanent access to sign mountable/electrical connection area
- o provide electrical to center of all applicable sign mountable areas

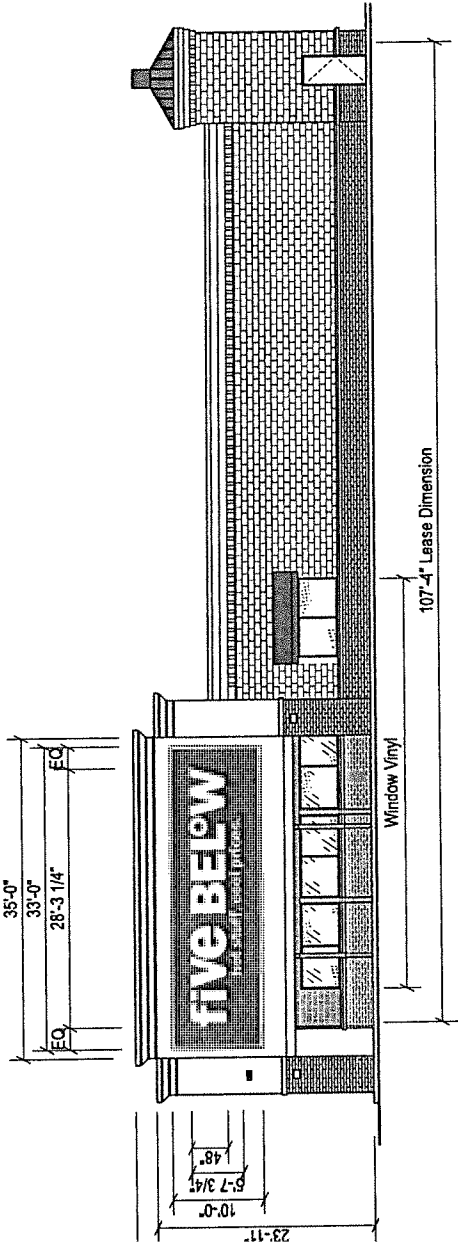
- Signage:
- Side Sign:
 - Graphics:

- Finishes by LL:
- Facade & Body:
 - Sign Field:

- Frame EIFS:
- Cornice EIFS:
- Columns:
- Standing Seam Roof:
- Brick Base:

- 48" internally illuminated channel letters with 14 1/2" internally illuminate tagline
- 1st applied branded vinyl graphic to storefront exterior

- 3" Dryvit 456 Oyster Shell
- 1" Dryvit FIBE-101021S (to match Pantone 285)
- 4" wide Dryvit 310 China White
- 1" Dryvit 310 China White
- 2" Dryvit 113 Amarillo White
- Painted to match SW #6959 Blue Chip
- Existing to remain



Side Elevation (West)

Scale: 1/16" = 1'-0"

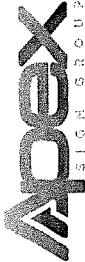
Dryvit Colors

- #310 China White (Trim/ Cornice)
- #456 Oyster Shell (Field)
- #113 Amarillo White (Columns/ Pilasters)
- SW FIBE-011021S #6959 Blue Chip (Blue)

DRAWINGS ARE FOR LEASE PURPOSES ONLY.
ALL MEASUREMENTS TO BE FIELD VERIFIED
PRIOR TO FABRICATION.

FORM NO. 100-1	100-1
FORM NO. 100-2	100-2
FORM NO. 100-3	100-3
FORM NO. 100-4	100-4
FORM NO. 100-5	100-5
FORM NO. 100-6	100-6
FORM NO. 100-7	100-7
FORM NO. 100-8	100-8
FORM NO. 100-9	100-9
FORM NO. 100-10	100-10
FORM NO. 100-11	100-11
FORM NO. 100-12	100-12
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FORM NO. 100-66	100-66
FORM NO. 100-67	100-67
FORM NO. 100-68	100-68
FORM NO. 100-69	100-69
FORM NO. 100-70	100-70
FORM NO. 100-71	100-71
FORM NO. 100-72	100-72
FORM NO. 100-73	100-73
FORM NO. 100-74	100-74
FORM NO. 100-75	100-75
FORM NO. 100-76	100-76
FORM NO. 100-77	100-77
FORM NO. 100-78	100-78
FORM NO. 100-79	100-79
FORM NO. 100-80	100-80
FORM NO. 100-81	100-81
FORM NO. 100-82	100-82
FORM NO. 100-83	100-83
FORM NO. 100-84	100-84
FORM NO. 100-85	100-85
FORM NO. 100-86	100-86
FORM NO. 100-87	100-87
FORM NO. 100-88	100-88
FORM NO. 100-89	100-89
FORM NO. 100-90	100-90
FORM NO. 100-91	100-91
FORM NO. 100-92	100-92
FORM NO. 100-93	100-93
FORM NO. 100-94	100-94
FORM NO. 100-95	100-95
FORM NO. 100-96	100-96
FORM NO. 100-97	100-97
FORM NO. 100-98	100-98
FORM NO. 100-99	100-99
FORM NO. 100-100	100-100

3		R4 11/04/23 DR Increased blue bkgd on front & side elevation, Sign B increased to 48"	
R5 01/30/24 MD Reduced parapet height		Project ID#: 134677	
R6 03/11/24 DR Updated site address		Project Mgr: Robert Young	
R7 05/20/24 DW Added Monument Sign/Fixed Site Map to include pylon location		Designer: GS	
R8 06/12/24 DW Revised Pylon Sign type/added dims		Created on: 09/27/2023	
R9 06/25/24 DR Deleted the (2) two proposed monument sign from site plan pg1		Five Below, Inc.	
		990 US-51	
		Forsyth, IL 62535	
		Hickory Point Plaza	
		apexsigngroup.com	



SIGN C	36" Five Below
Sign Type:	Individual Channel Letters on backer
Illumination:	Internally Illuminated LED
Square Footage:	106.17

Dryvit Colors

- #310 China White (Trim/ Cornice)
- #456 Oyster Shell (Field)
- #113 Amarillo White (Columns/ Pilasters)
- SW FIBE-011021S #6959 Blue Chip (Blue)

Facade:

LL to engineer and build up parapet, height to be 27'-5"

LL to engineer new storefront glass, 8'-0" high, 4'-0" min panel width, no upper mullions

LL to locate 8' tall storefront doors per tenant's final pl ans

LL to install walkway lighting, 6'-0" min O.C., with additional door light

LL to install decorative sconces per Five Below plans

LL to install HLT1 eyebolts in facade for temporary banners, see A40 for loc.

LL to procure and install fabric awnings, Sunbrella Royal Blue 4'-0" proj.

Existing curb cut to remain-

LL to provide unobstructed permanent access to sign mountable/electrical connection area

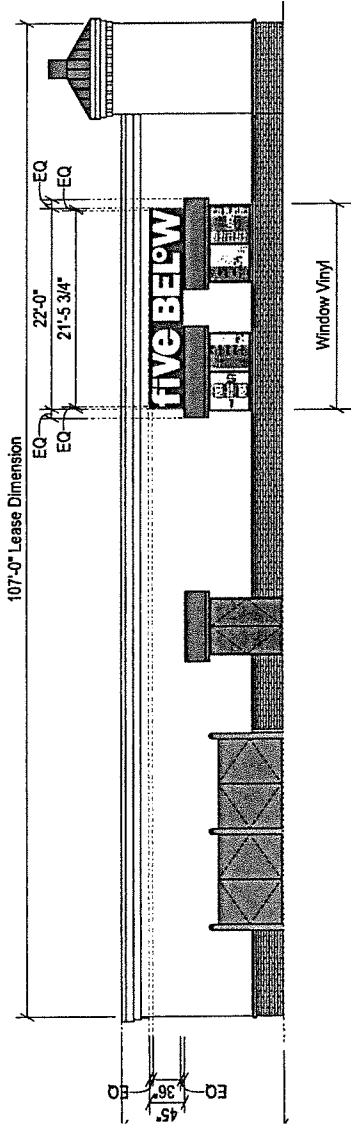
LL to provide electrical to center of all applicable sign mountable areas

Signage:

- Side Sign:
 - Graphics:
- 36" internally illuminated channel letters on metal backer panel
- 1st applied branded vinyl graphic to storefront exterior

Finishes by LL:

- Facade & Body:
 - Sign Field:
 - Frame EIFS:
 - Cornice EIFS:
 - Columns:
 - Standing Seam Roof:
 - Brick Base:
- 3" Dryvit 456 Oyster Shell
- 1" Dryvit FIBE-101021S
- (to match Pantone 285)
- 4" wide Dryvit 310 China White
- 1" Dryvit 310 China White
- 2" Dryvit 113 Amarillo White
- Painted to match SW #6959 Blue Chip
- Existing to remain



Side Elevation (East)

Scale: 1/16" = 1'-0"

DRAWINGS ARE FOR LEASE PURPOSES ONLY.
ALL MEASUREMENTS TO BE FIELD VERIFIED
PRIOR TO FABRICATION.

Allowable Square Footage this Elevation:	134.82
Formula: $18' \times 107' \times .07 = 134.82sf$	
Actual Square Footage this Elevation:	106.17

	 990 US-51 Forsyth, IL 62535 Hickory Point Plaza apexsigngroup.com	Project ID#: 134677 Project Mgr: Robert Young Designer: GS Created on: 09/27/2023	NO SIGN		R4 11/04/23 DR Increased blue bkgd on front & side elevation, Sign B increased to 48"
					R5 01/30/24 MD Reduced parapet height
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					R7 05/20/24 DW Added Monument Sign/Fixed Site Map to include pylon location
					R8 06/12/24 DW Revised Pylon Sign type/added dims
					R9 06/25/24 DR Deleted the (2) two proposed monument sign from site plan pg1

3N A	48" Five Below, 14 1/2" Tagline
Sign Type:	Individual Channel Letters
Illumination:	Internally Illuminated w/ LED's
Area Footage:	159.61

3N B	48" Five Below, 14 1/2" Tagline
Sign Type:	Individual Channel Letters
Illumination:	Internally Illuminated w/ LED's
Area Footage:	159.61

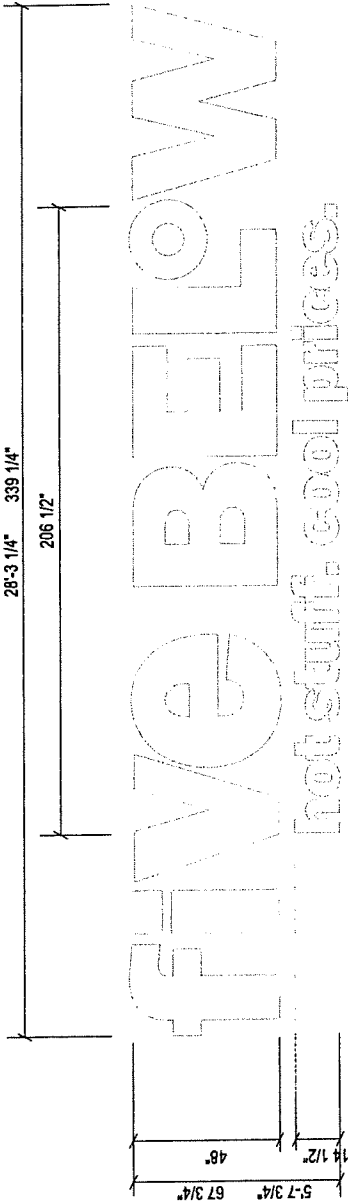
Electrical Detail:

- White LED's
- 2) 60 W Power Supplies
- total amps: 2.40
- 1) 120v/ 20 amp circuit required



General Notes:

- This sign is to be installed in accordance with the requirements of Article 600 of the National Electrical Code.
- Grounded and bonded per NEC 600.7/NEC 250
- Existing branch circuit in compliance with NEC 600.5, not to exceed 20 amps
- Sign is to be UL listed per NEC 600.3
- UL disconnect switch per NEC 600.6- required per sign component before leaving manufacturer. For multiple signs, a disconnect is permitted but not required for each section
- The location of the disconnect switch after installation shall comply with article 600.6 (A) (1) per NEC

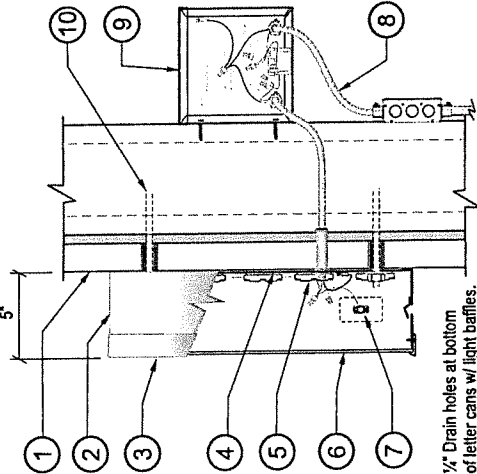


Sign Layout Detail

Scale: 1/4" = 1'-0"

Specifications: Channel Letters

- Existing Facade: EIFS over Plywood over Metal studs
- 0.040 Aluminum letter returns painted to match silver
- 1" trim cap (silver) bonded to face, #8 pan head screws to returns.
Note: 2" trimcaps for letters 54" and larger
- .125" ACM backs (pre-finished white) fastened to returns. Seal w/ VOC compliant 360 white latex caulk to prevent moisture penetration. (interior of sign can ptd white for max illumination)
- White LEDs
- 3/16" White Acrylic faces
- Disconnect switch UL Outdoor rated toggle, neoprene boot (NEC 600-6)
- Primary electrical feed in UL conduit / customer supplied UL junction box
- Power Supplies within UL enclosure (removable lid), 1/4" x 1" min screws
- Mounting Hardware to suit

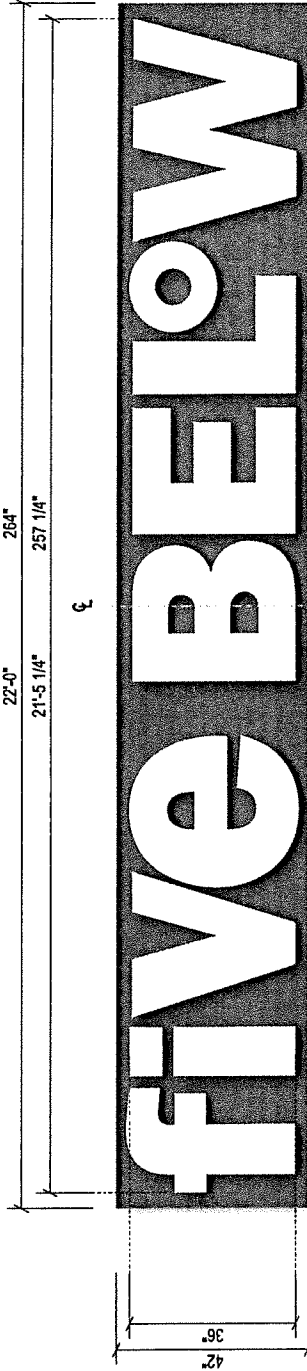


Section @ LED Channel Ltr
Front-Lit (Remote) Scale: N.T.S.

5	R4 11/04/23 DR Increased blue bkgd on front & side elevation, Sign B increased to 48"
	R5 01/30/24 MD Reduced parapet height
	R6 03/11/24 DR Updated site address
	R7 05/20/24 DW Added Monument Sign/Fixed Site Map to include pylon location
	R8 06/12/24 DW Revised Pylon Sign type/added dims
	R9 06/25/24 DR Deleted the (2) two proposed monument sign from site plan pg 1
	Project ID#: 134677
	Project Mgr: Robert Young
	Designer: GS
	Created on: 09/27/2023
	Five Below, Inc. 990 US-51 Forsyth, IL 62535 Hickory Point Plaza
	apexsigngroup.com



SIGN C	36" Five Below
Sign Type:	Individual Channel Letters on backer
Illumination:	Internally Illuminated LED
Square Footage:	106.17



Notes:

- Butt seams will be required (>12' lengths)
- Backer frame will be manufactured in sections as necessary for shipping and install. (sections to be 20'-0" or less)

Sign Layout Detail

Scale: 3/8" = 1'-0"

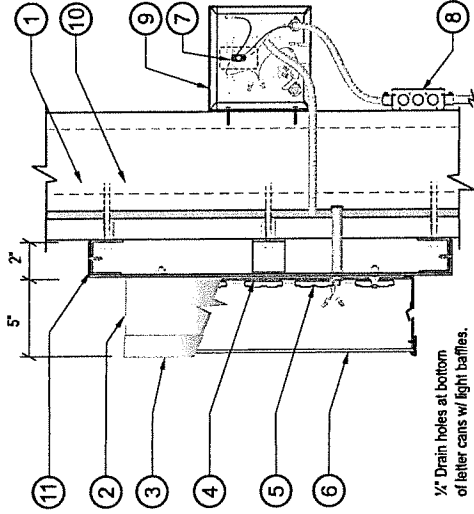
Electrical Detail:

White LED's
(X) 60 W Power Supplies
Total amps: X.XX
(1) 120v/ 20 amp circuit required



General Notes:

- This sign is to be installed in accordance with the requirements of Article 600 of the National Electrical Code.
- Grounded and bonded per NEC 600.7/NEC 250
- Existing branch circuit in compliance with NEC 600.5, not to exceed 20 amps
- Sign is to be UL listed per NEC 600.3
- UL disconnect switch per NEC 600.6- required per sign component before leaving manufacturer. For multiple signs, a disconnect is permitted but not required for each section
- The location of the disconnect switch after installation shall comply with article 600.6 (A) (1) per NEC



1/4" Drain holes at bottom of letter cans w/ light baffles. For exterior signage only

Section @ LED Channel Letter

Scale: N.T.S.

6



Five Below, Inc.
990 US-51
Forsyth, IL 62535
Hickory Point Plaza

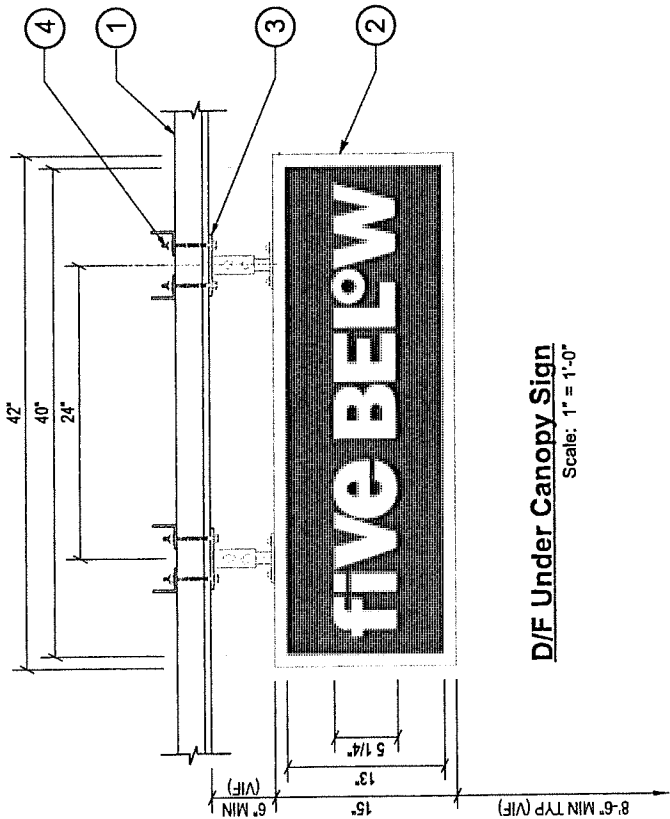
Project ID#: 134677
Project Mgr: Robert Young
Designer: GS
Created on: 09/27/2023

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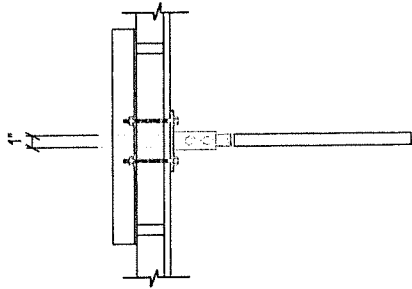
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Apex
SIGN GROUP
apexsigngroup.com

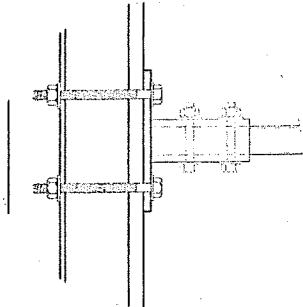
SIGN D	Five Below
Type:	D/F Under canopy sign
Illumination:	Non-Illuminated
Square Footage:	4.38



D/F Under Canopy Sign
Scale: 1" = 1'-0"



Side View
Scale: 1" = 1'-0"

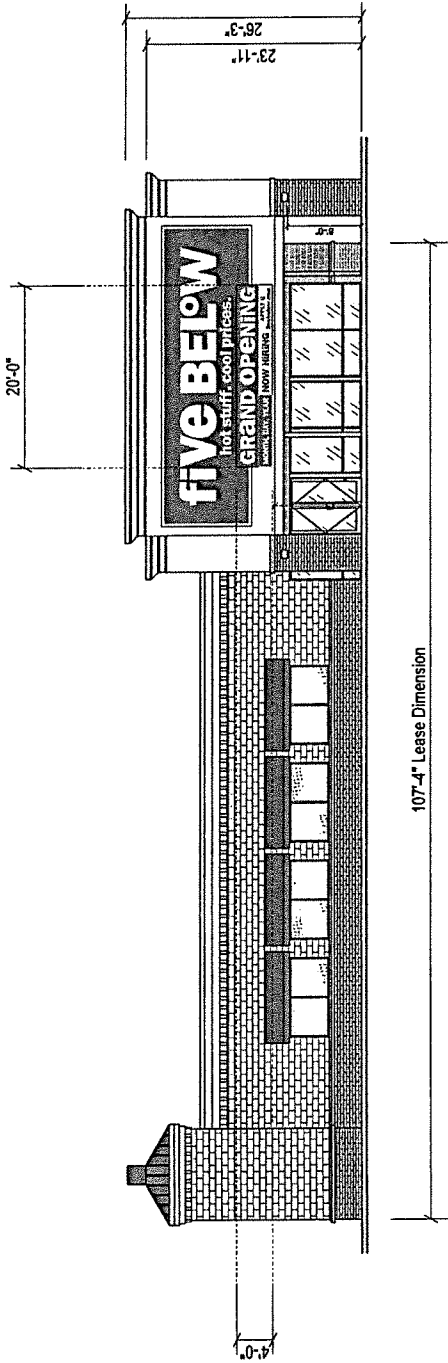


Detail @ Upper Plate/ Sleeve
Scale: NTS

Specifications:

1. Facade; To be determined
2. 1" aluminum cabinet painted white with first surface applied vinyl Arlon Blue #2500-67
3. 5" x 5" x 1/4" aluminum plate w/ welded 1 1/2" x 1 1/2" aluminum sq tube sleeve (4" length) for top mount. 1" x 1" aluminum sq tube supports welded to 1" x 4" x 1/4" aluminum plate at bottom. All painted Matthews White (Satin Finish).
4. Mounting hardware to suit

 APEX SIGN GROUP	 Five Below, Inc. 990 US-51 Forsyth, IL 62535 Hickory Point Plaza apexsigngroup.com	Project ID#: 134677 Project Mgr: Robert Young Designer: GS Created on: 09/27/2023	R4 11/04/23 DR Increased blue bgkd on front & side elevation, Sign B increased to 48" R5 01/30/24 MD Reduced parapet height R6 03/11/24 DR Updated site address R7 05/20/24 DW Added Monument Sign/Fixed Site Map to include pylon location R8 06/12/24 DW Revised Pylon Sign type/added dims R9 08/25/24 DR Deleted the (2) two proposed monument sign from site plan pg1



Front Elevation (North)/ Banner
Scale: 1/16" = 1'-0"

9			Five Below, Inc. 990 US-51 Forsyth, IL 62535 Hickory Point Plaza	Project ID#: 134677 Project Mgr: Robert Young Designer: GS Created on: 09/27/2023	R4 11/04/23 DR Increased blue bkgd on front & side elevation. Sign B increased to 48" R5 01/30/24 MD Reduced parapet height R6 03/11/24 DR Updated site address R7 05/20/24 DW Added Monument Sign/Fixed Site Map to include pylon location R8 06/12/24 DW Revised Pylon Sign type/added dims R9 08/25/24 DR Deleted the (2) two proposed monument sign from site plan pg1
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NOTICE OF PUBLIC HEARING

The Village of Forsyth Planning and Zoning Commission will hold public hearings at 5:30 p.m., Thursday, July 25, 2024 at the Village Hall, 301 S. Route 51, Forsyth, IL. The Planning and Zoning Commission will meet to hold a public hearing and discuss the following items:

- Request by Dennis Espinoza for the following as relates to the two parcels of real property commonly known as 690 S. Route 51, Forsyth, Illinois and legally described as COLONIAL MANOR ADDN LOT 11 (EX HWY ROW) 95BK3153/431 IRREG (PIN 07-07-14-301-003) and AKERS PLACE FORSYTH OUTLOTS N298 LOT 6 95BK3153/433 IRREG (PIN 07-07-14-301-001): (1) map amendment to change the zoning of the parcel with PIN 07-07-14-301-003 from R-1 (current zoning) to C-1 (proposed zoning) in accordance with Development Ordinance Section 9.11; (2) approval of Final Plat in accordance with Development Ordinance Section 11.5 subdividing a portion of each of the two parcels into one parcel; and (3) variance of Section 6.5 Off-Street Parking Requirements to allow for 36 parking spaces in retail building.
 - Request by 12C Properties LLC for the following as related to a portion of the real property legally described as SEC 14-17-2E PRAIRIE WINDS LT 3 (PIN: 07-07-14-200-007): (1) map amendment to change the zoning from R-1 (current zoning) to C-1 (proposed zoning) in accordance with Development Ordinance Section 9.11; and (2) approval of Planned Unit Development in accordance with Development Ordinance Section 5.6.
 - Request submitted by Five Below by Expedite The Diehl LLC (Tracy Diehl) for a sign permit and to vary the requirements of Ordinance No. 2024-11 to allow for monument sign on the real property located at 990 U.S. Rt. 51, Forsyth, IL and legally described as: PT SW SW-BEG 52.26 E SW COR - N412.64 NE192.49 SE42.79 S355.31 SW250.02POB - & (EX HWY ROW) & (EX RD ROW) - 02BK3269/728 (PIN: 07-07-14-351-006).
- Any questions concerning this public hearing should be directed to the Village's Director of Planning and Zoning, Ryan Raleigh, at 217-877-9445. All persons interested may appear and speak at the hearing.
7/9 COL-9000417

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

State of New Jersey, County of Hudson, ss:

Tatiana Dorval, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Herald & Review, a newspaper printed and published in the City of Decatur, County of Macon, State of Illinois, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Jul. 9, 2024

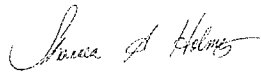
NOTICE ID: Xj9I6FITt5XfwIUP011Q**PUBLISHER ID:** COL-9000417**NOTICE NAME:** Planning & Zoning Meeting July 25**Publication Fee:** 116.17

Under penalties as provided by Illinois law, the undersigned certifies that the statements set forth in this instrument are true and correct.

(Signed) Tatiana Dorval**VERIFICATION**State of New Jersey
County of Hudson

SHANNEA H HOLMES
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires August 1, 2026

Subscribed in my presence and sworn to before me on this: 07/11/2024



Notary Public
Notarized remotely online using communication technology via Proof.

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE NUMBER
2024-22

**AN ORDINANCE APPROVING A VARIANCE TO ORDINANCE NO. 2024-11 TO
ALLOW FOR A MONUMENT SIGN AT 990 N. ROUTE 51**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

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

Village Trustees

Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Forsyth
on _____, 2024

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

ORDINANCE NO. 2024-22

**AN ORDINANCE APPROVING A VARIANCE TO ORDINANCE NO. 2024-11 TO
ALLOW FOR A MONUMENT SIGN AT 990 N. ROUTE 51**

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

WHEREAS, an application was filed by Five Below, Inc., a Pennsylvania corporation, for a variance to section 4.7.C.1 of the Village Development Ordinance relating to non-residential wall signs seeking to allow two additional all signs the property located at 990 US Rt. 51 ("Property"); and,

WHEREAS, the Village approved the variance and allowed two additional signs on the Property in Ordinance No. 2024-11 with the condition that no additional signs be installed on the property; and

WHEREAS, Five Below applied to vary Ordinance No. 2024-11 to allow for a monument sign on the Property that would otherwise comply with the Development Ordinance; and

WHEREAS, the Planning and Zoning Commission ("Commission") held a duly noticed public hearing on July 25, 2024, and recommended by a 7-0 vote of the Commission that the Village Board approve the variance to Ordinance No. 2024-11 allowing a monument sign that otherwise complies with the Development Ordinance as requested in the application; and,

WHEREAS, Section 9.10 of the Development Ordinance permits the Village Board to approve variations from Ordinances upon establishment of a practical difficulty and/or particular hardship; and,

WHEREAS, the Village Board of Trustees and the Mayor of the Village of Forsyth believe it is in the best interests of the Village to grant the requested variance.

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

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

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

Section 3. Description of the Property. The Property is commonly known as 990 N. Route 51 and is legally described as: PT SW SW-BEG 52.26 E SW COR N412.64 NE192.49 SE41.33 SE42.79 S355.31 SW250.02 POB & (EX HWY ROW) & (EX RD ROW) 02BK.3269/728 (PIN No. 07-07-14-351-006).

Section 4. Public Hearing. A public hearing was advertised in the Decatur Herald & Review on July 9, 2024, and held by the Planning and Zoning Commission on July 25, 2024, at which time the Planning and Zoning Commission voted to recommend approval of the variance to Ordinance No. 2024-11.

Section 5. Variance. The variation requested in the Variance Request Application, outlined herein and recommended at the July 25, 2024 Planning and Zoning Commission meeting is hereby granted to allow for a monument sign that complies with the Development Ordinance to be constructed on the real property located at 990 U.S. Route 51, as requested.

Section 6. Severability. In the event a court of competent jurisdiction finds this

Ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this Ordinance and the application thereof to the greatest extent permitted by law.

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

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

SO ORDAINED this 6th day of August, 2024, at Forsyth, Macon County, Illinois.

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

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

EXHIBIT A
FINDINGS OF FACT & RECOMMENDATION

VARIANCE RECOMMENDATION & FINDINGS OF FACT

To: Village of Forsyth Board of Trustees

From: Planning & Zoning Commission

Re: Recommendation for to vary Ordinance 2024-11 to allow for a monument sign at at 990 US Rt. 51, Forsyth, IL and legally described as PT SW SW-BEG 52.26 W SW COR N412.64 NE192.49 SE41.33 SE42.79 S355.31 SW250.02POB & (EX HWY ROW) & EX RD ROW) 02BK3269/728

Date: 7-26-2024

On July 25, 2024, the Planning and Zoning Commission ("Commission") held a public hearing for a variance at 990 S. Route 51, Forsyth, IL 62535. The notice of the public hearing was published in the Herald & Review on July 10, 2024. A copy of the certificate of publication is attached.

The application sought to modify Village of Forsyth Ordinance 2024-11 to remove the restriction that no further signs be permitted on the property and to allow a monument sign that complies with that the Village Development Ordinance at 990 US Rt. 51, Forsyth, IL and legally described as PT SW SW-BEG 52.26 W SW COR N412.64 NE192.49 SE41.33 SE42.79 S355.31 SW250.02POB & (EX HWY ROW) & EX RD ROW) 02BK3269/728.

Based on the public hearing, the Commission voted 7 to 0 to approve the variance. The Commission further made the following findings of fact:

1. The property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the existing zoning district. and
2. The plight of the owner is due to unique circumstances. and
3. If granted, the variation will not alter the essential character of the locality. Many other existing buildings along the US 51 corridor have visible HVAC units. The property owner is also moving the unit further away from US 51 to limit the visibility. The units will not be visible from the parking lot and vary minorly visible from US 51.

The Commission further found as follows:

1. That the particular physical surroundings, shape, or topographical condition of the specific property involved would bring particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulation were to be carried out;
2. That the conditions upon which the petition for variation is based would not be generally applicable to other property within the same zoning district. Similar variances have been given for Starbucks, Panda Express and Mc Donalds:

3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property;
4. That the alleged difficulty or particular hardship has not been created by any person presently having an interest in the property, or by the applicant;
5. That the granting of the variation will not be detrimental to the public welfare, or injurious to other property or improvements in the neighborhood in which the property is located; and
6. That the proposed variation will not:
 - (i) Impair an adequate supply of light and air to adjacent properties.
 - (ii) Substantially increase the hazard from fire or other dangers to said property or adjacent properties.
 - (iii) Otherwise impair the public health, safety, comfort, morals, or general welfare of the inhabitants of the Village.
 - (iv) Diminish or impair property values within the neighborhood.
 - (v) Unduly increase traffic congestion in the public streets and highways.
 - (vi) Create a nuisance.
 - (vii) Result in an increase in public expenditures.

Chairman, Planning & Zoning Commission

NEW BUSINESS

ITEM 5



MEMORANDUM

To: The Honorable President and Board of Trustees
From: Ryan Raleigh, Director of Planning and Zoning
Date: July 26, 2024
Subject: Dollar General

Dollar General is looking to build a store at 690 S. US 51. The property has a few utilities on the property that they are working around to place the property on the grounds. There were 4 separate requests at the Planning and Zoning Commission Meeting.

1 - Map Amendment to change the zoning of the parcel. - Dollar General is looking to purchase a portion of the property at 690 S. US 51 and a portion of two other properties just north of that lot. The property at 690 S. US 51 is Zoned as C-1 and the properties to the north are Zone as R-1. They are asking to make a map amendment to change the two properties to the north to C-1. The Planning and Zoning Commission voted 7-0 to approve the Map Amendment.

2 – Variance of Section 6.5 – Off Street Parking requirements to allow for 36 spots instead of 43. – The Village of Forsyth Development Ordinance requires retail establishments to have 1 space for ever 250 square feet of floor area. Dollar General is asking for a Variance to allow for 36 spaces instead of 43 spaces. The Planning and Zoning Commission voted 7-0 to approve the variance.

3 – Variance of 4.6 – General Provisions for All Non-Residential, R-3, and Planned Unit Development. Due to site limitations, Dollar General has placed the building at an angle to avoid underground utilities and has created an irregular buffer. On the east side of the property, one corner of the building will be within 7’ 7” of the property line where the other corner of the building will be 13’ 6” from the property line. The side setback for a commercial property is supposed to be 10’. They will install a privacy fence on the east side of the property and a portion of the north side of the property. The Planning and Zoning Commistion made the stipulation that that the privacy fence be at least 7’ tall. The Planning and Zoning Commission voted 7-0 to approve the variance.

4. – Approval of plat to combine multiple parcels into one parcel. – Dollar General is asking to combine the three pieces of property into one parcel. The Planning and Zoning Commission voted 7-0 to approve the Plat.

VILLAGE OF FORSYTH

301 S. Route 51
Forsyth, IL 62535

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



MAP AMENDMENT APPLICATION

OWNER: ☒ (Future Deed owner)

APPLICANT: ☐

Name: DGOGForsythil03272024 LLC

Address: 1906 E Battlefield Rd, Springfield MO 65804

Phone Number: 417-256-8150

E-mail: rodney@overlandeng.com

Property Address: 690 Rte 51, Forsyth IL 62535

PIN #: 07-07-14-301-003

Legal Description of the Property:

See attached Site Survey & Legal Description

Current Zoning District: R-1: Single Family Residence District

C1 & R1

Proposed Zoning District: C-1: Commercial Service District

Existing use of the property:

The existing use is a vacant lot with remnants of a previous development.

Proposed use of the property:

The proposed project is a 10,640 sq ft Dollar General retail store with 35 parking spaces.

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

Address the following items:

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

The proposed amendment would allow redevelopment of a C1 & R1 zoned property. The amendment would meet Goal 3 of Economic Development: "Promote attraction of a grocery store, drug store, dry cleaner, and other basic services"

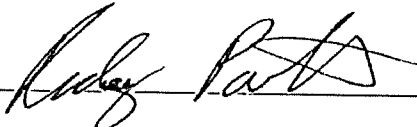
2. How does the amendment promote the public health, safety, and general welfare?:

The amendment would allow development of the Dollar General store which will provide necessary household goods to the neighboring residential areas and, would reduce miles driven to other communities for similar goods.

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

The proposed amendment would revitalize an empty commercial lot that would be best utilized to serve the neighboring residential areas. Much of the parcel is already zoned C1, and the requested additional C1 area is needed for the development setbacks. Most of this area will remain open green space.

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

Signature:  Date: 7-19-24

For office use only

Date Received: _____

PZC Meeting Date: _____

Application Fee Paid: _____

Board Meeting Date: _____

Approved (Y/N): _____

Ordinance # _____

VILLAGE OF FORSYTH

301 S. Route 51
Forsyth, IL 62535

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



VARIANCE REQUEST APPLICATION

OWNER: ☒ (Future Deed owner)

APPLICANT: ☒

Name: DGOGForsythil03272024 LLC

Address: 1906 E Battlefield Rd, Springfield MO 65804

Phone Number: 417-256-8150

E-mail: rodney@overlandeng.com

Property Address: 690 Rte 51, Forsyth IL 62535

PIN #: 07-07-14-301-003

Legal Description of the Property:

See attached Site Survey & Legal Description

C-1: Commercial Service District

Zoning District: _____

Requested variation(s) to the Development Ordinance (include reference to provisions of the Development Ordinance being affected):

Requested Variance of the Parking Spaces requirement noted in:
6.5 SCHEDULE OF OFF-STREET PARKING REQUIREMENTS for retail use which requires 4 spaces per 1000 sq ft (1/250 sq ft) of floor area =
10640,250 ÷ 42.6 = 43 spaces.
The requested total parking = 35 spaces.

4.6 GENERAL PROVISIONS FOR ALL NON-RESIDENTIAL, R-3, AND
PLANNED UNIT DEVELOPMENT USES:

The requested variance approval is for the irregular buffer areas as shown on the attached site plan.
The site layout is not a uniform buffer, but has more landscaping added in the wider green areas where available.
2 Landscape Islands are proposed to match the code. A sidewalk connection is also added to connect to the eastern residential areas.

Brief description of what the proposed plan is for the property:

The proposed project is a 10,640 sq ft Dollar General retail store with 35 parking spaces.

*Attach a dimensioned site plan or plat to depict the proposed variation(s) and plan for the property.

The questions below shall be answered completely, otherwise the Planning and Zoning Commission shall not recommend a variation and the Village Board shall not grant a variation to the provisions of this Ordinance (for multiple variance requests provide answers for each request):

1. What special or unique circumstances exist that are unique to the property seeking the variance (examples of special circumstances include, but are not limited to the physical character of the land or buildings, dimensions, topography, and soil conditions)?

The site has several existing overhead and underground utility mains that makes the site layout and resulting parking spaces complex.

2. Are the special circumstances not of so general or recurring a nature throughout the entire Village as to make it reasonably practical to provide for a general regulation?

Since it is a site specific condition, it does not appear to be a recurring circumstance.

3. Will the strict application of the Development Ordinance deprive the applicant of rights and/or uses commonly enjoyed by other owners of property in the immediate area under the regulations of this Development Ordinance? Please explain and give examples if available.

The proposed Dollar General use typically requires 35 parking spaces . Additional parking beyond the 35 spaces provided would not benefit the Village, applicant, or neighboring properties.

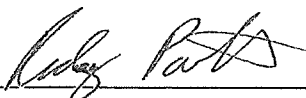
4. Will the authorization of such variance not be of substantial detriment to adjacent property and will the granting of the variance not change the character of the district? Please explain.

The adjacent properties would benefit with the granting of the variance by reducing impervious areas and lighting.

5. Is the variance the minimum variance that will make possible the reasonable use of the property, building, or structure? Please explain.

The parking spaces provided has been maximized for the usable store frontage area.

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

Signature:  Date: 7-2-24

For office use only

Date Received: _____

PZC Meeting Date: _____

Application Fee Paid: _____

Board Meeting Date: _____

Approved (Y/N): _____

Ordinance # _____

OWNER'S DECLARATION

BE IT KNOWN that **DENNIS ESPINOZA** being the owner of the premises described in the preceding Surveyor's Certificate, situated in the Village of Forsyth, County of Macon, and the State of Illinois, do hereby subdivide the said tract of land and do hereby make the attached plat of said subdivision for the purpose of the sale of a lot therein by number as designated on said plat and do hereby designate the subdivision as "**RSBR MAGNOLIA DRIVE SUBDIVISION**" and the same shall be so known hereafter. We do hereby dedicate for drainage facilities the easement strip so designated on the plat as "Storm Sewer Easement"; hereby waiving in such portions so dedicated all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

The covenants hereinafter set forth in their entirety shall apply to all the lots in the subdivision:

1. The lot shall be restricted to such use as is permitted by the appropriate zoning classification under the zoning code for the Village of Forsyth, Illinois.
2. Building setback lines shall be observed as shown on the plat.
3. The owners bind themselves, their successors, grantees and assigns, as a covenant running with the land, to comply with all state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color or national origin in the sale, lease, use or occupation of the premises within such platted land or any part thereof, or the improvements thereon.

IN WITNESS WHEREOF, **DENNIS ESPINOZA**

hereunto set their hand and seal this _____ day of _____, 2024.

DENNIS ESPINOZA

OWNER'S AFFIDAVIT

STATE OF ILLINOIS)

)ss

COUNTY OF MACON).

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that **DENNIS ESPINOZA** personally known to me to be the same persons whose names are subscribed to the foregoing instrument and to me personally known to be, appeared before me this day in person and severally acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act and as the free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this, _____ day of _____ 2024.

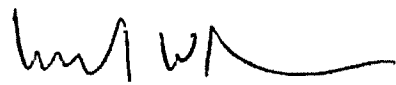
Notary Public

County, Illinois, do hereby certify that at the request of **Dennis Espinoza** owner of the property hereinafter described, the same being situated in the Village of Forsyth, Macon County, State of Illinois, have made a true and accurate survey of said tract of land and is more particularly described as follows:

PART OF LOT 11 OF COLONIAL MANOR ADDITION TO THE VILLAGE OF FORSYTH, AS PER PLAT RECORDED IN BOOK 1575, PAGE 75 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS AND PART OF LOT 6 OF AKERS PLACE FORSYTH OUTLOTS, AS PER PLAT RECORDED IN BOOK 338, PAGE 18 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 11, THENCE SOUTH 88 DEGREES 17 MINUTES 41 SECONDS WEST 54.64 FEET ALONG THE SOUTH LINE OF SAID LOT 11 TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 17 MINUTES 41 SECONDS WEST 163.97 FEET ALONG SAID SOUTH LINE TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. ROUTE 51 PER CONDEMNATION JUDGEMENT ORDER NO. 82-ED-6, THENCE NORTH 71 DEGREES 57 MINUTES 00 SECONDS WEST 73.65 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO A POINT, THENCE NORTH 0 DEGREES 03 MINUTES 28 SECONDS WEST 185.10 FEET ALONG THE EAST RIGHT OF WAY LINE OF SAID U.S. ROUTE 51 AND THE WEST LINE OF SAID LOTS 11 AND 6 TO A POINT, THENCE NORTH 88 DEGREES 17 MINUTES 41 SECONDS EAST 234.0 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 11 TO A POINT, THENCE SOUTH 0 DEGREES 03 MINUTES 28 SECONDS EAST 210.0 FEET ALONG A LINE PARALLEL WITH THE EAST RIGHT OF WAY LINE OF SAID U.S. ROUTE 51 AND THE WEST LINES OF SAID LOTS 11 AND 6 TO THE POINT OF BEGINNING, CONTAINING 1.108 ACRES MORE OR LESS, ALL SITUATED IN MACON COUNTY, ILLINOIS.

And according to law, I have subdivided the same into One (1) Lot, which subdivision is to be hereafter known and designated as "**RSBR MAGNOLIA DRIVE SUBDIVISION**", as shown on attached plat made by me, which plat, incorporated herein by reference, particularly and correctly described and sets forth the exterior boundaries of the land surveyed and roadway easements and easements for public utilities herein and gives the width, length and number of each Lot and easements, and I have placed iron pins on all corners, angle points and points of curvature as permanent monuments from which future surveys can be made.

Signed and dated at Ottawa, Illinois this 3rd day of JUNE, 2024.



Michael W. Soenksen
Illinois Professional Land Surveyor No. 3209
License Expiration Date: 11-30-2024

TAX CERTIFICATE

STATE OF ILLINOIS)

) ss

COUNTY OF MACON)

I, JOSH TANNER, County Clerk in and for the County and State of aforesaid,
DO HEREBY CERTIFY that I find no redeemable tax, tax sales, or unpaid forfeited taxes against any of the
real estate known as part of Parcel I.D. Numbers 07-07-14-301-001, 07-07-14-301-002, 07-07-14-301-003
and more particularly described as follows:

PART OF LOT 11 OF COLONIAL MANOR ADDITION TO THE VILLAGE OF FORSYTH, AS PER
PLAT RECORDED IN BOOK 1575, PAGE 75 OF THE RECORDS IN THE RECORDER'S OFFICE OF
MACON COUNTY, ILLINOIS AND PART OF LOT 6 OF AKERS PLACE FORSYTH OUTLOTS, AS
PER PLAT RECORDED IN BOOK 338, PAGE 18 OF THE RECORDS IN THE RECORDER'S OFFICE
OF MACON COUNTY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER
OF SAID LOT 11, THENCE SOUTH 88 DEGREES 17 MINUTES 41 SECONDS WEST 54.64 FEET
ALONG THE SOUTH LINE OF SAID LOT 11 TO THE TRUE POINT OF BEGINNING; THENCE
CONTINUE SOUTH 88 DEGREES 17 MINUTES 41 SECONDS WEST 163.97 FEET ALONG SAID
SOUTH LINE TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. ROUTE 51 PER
CONDEMNATION JUDGEMENT ORDER NO. 82-ED-6, THENCE NORTH 71 DEGREES 57
MINUTES 00 SECONDS WEST 73.65 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO A
POINT, THENCE NORTH 0 DEGREES 03 MINUTES 28 SECONDS WEST 185.10 FEET ALONG THE
EAST RIGHT OF WAY LINE OF SAID U.S. ROUTE 51 AND THE WEST LINE OF SAID LOTS 11
AND 6 TO A POINT, THENCE NORTH 88 DEGREES 17 MINUTES 41 SECONDS EAST 234.0 FEET
ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 11 TO A POINT, THENCE
SOUTH 0 DEGREES 03 MINUTES 28 SECONDS EAST 210.0 FEET ALONG A LINE PARALLEL
WITH THE EAST RIGHT OF WAY LINE OF SAID U.S. ROUTE 51 AND THE WEST LINES OF SAID
LOTS 11 AND 6 TO THE POINT OF BEGINNING, CONTAINING 1.108 ACRES MORE OR LESS, ALL
SITUATED IN MACON COUNTY, ILLINOIS

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2024.

County Clerk

APPROVAL (PLANNING AND ZONING COMMISSION)

STATE OF ILLINOIS)
) ss Village of Forsyth
COUNTY OF MACON)

This is to certify that the attached Plat of **RSBR MAGNOLIA DRIVE SUBDIVISION** and accompanying certificates were submitted to the Village Plan Commission of the Village of Forsyth, Illinois and was by the Board duly approved.

Dated this _____ day of _____, 2024

**Chairman, Planning and Zoning Commission
of the Village of Forsyth, Illinois**

ATTEST:

**Secretary, Planning and Zoning Commission
of the Village of Forsyth**

APPROVAL (VILLAGE OF FORSYTH)

STATE OF ILLINOIS)
) ss Village of Forsyth
COUNTY OF MACON)

This is to certify that the attached Plat of **RSBR MAGNOLIA DRIVE SUBDIVISION** and accompanying certificates were submitted to the Village Board of the Village of Forsyth, Illinois and was by the Board duly approved.

Dated this _____ day of _____, 2024

Mayor, Village of Forsyth, Illinois

ATTEST:

Clerk, Village of Forsyth

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS)
)
COUNTY OF MACON)

I, Cheryl Marty, Village Clerk of the Village of Forsyth, do hereby certify that there are no delinquent or unpaid current or forfeited special assessments or any deferred installments thereof that have been apportioned against the tract of land included in the plat. **Parcel I.D. Numbers 07-07-14-301-001, 07-07-14-301-002, 07-07-14-301-003**

Dated at Forsyth, Macon County, Illinois, this _____ day of _____, 2024

Clerk of the Village of
Forsyth, Illinois

Page 178 of 279

This is to Certify that I, **DENNIS ESPINOZA** owner of the property herein described in the surveyor's certificate, which will be known as, **RSBR MAGNOLIA DRIVE SUBDIVISION** to the best of our knowledge, is located within the boundaries of the Maroa Forsyth Community School District 2, in Macon County, Illinois.

DENNIS ESPINOZA (OWNER)

NOTICE OF PUBLIC HEARING

The Village of Forsyth Planning and Zoning Commission will hold public hearings at 5:30 p.m., Thursday, July 25, 2024 at the Village Hall, 301 S. Route 51, Forsyth, IL. The Planning and Zoning Commission will meet to hold a public hearing and discuss the following items:

- Request by Dennis Espinoza for the following as relates to the two parcels of real property commonly known as 690 S. Route 51, Forsyth, Illinois and legally described as COLONIAL MANOR ADDN LOT 11 (EX HWY ROW) 95BK3153/431 IRREG (PIN 07-07-14-301-003) and AKERS PLACE FORSYTH OUTLOTS N298 LOT 6 95BK3153/433 IRREG (PIN 07-07-14-301-001): (1) map amendment to change the zoning of the parcel with PIN 07-07-14-301-003 from R-1 (current zoning) to C-1 (proposed zoning) in accordance with Development Ordinance Section 9.11; (2) approval of Final Plat in accordance with Development Ordinance Section 11.5 subdividing a portion of each of the two parcels into one parcel; and (3) variance of Section 6.5 Off-Street Parking Requirements to allow for 36 parking spaces in retail building.
- Request by 12C Properties LLC for the following as related to a portion of the real property legally described as SEC 14-17-2E PRAIRIE WINDS LT 3 (PIN: 07-07-14-200-007): (1) map amendment to change the zoning from R-1 (current zoning) to C-1 (proposed zoning) in accordance with Development Ordinance Section 9.11; and (2) approval of Planned Unit Development in accordance with Development Ordinance Section 5.6.
- Request submitted by Five Below by Expedite The Diehl LLC (Tracy Diehl) for a sign permit and to vary the requirements of Ordinance No. 2024-11 to allow for monument sign on the real property located at 990 U.S. Rt. 51, Forsyth, IL and legally described as: PT SW SW-BEG 52.26 E SW COR - N412.64 NE192.49 SE42.79 S355.31 SW250.02POB - & (EX HWY ROW) & (EX RD ROW) - 02BK3269/728 (PIN: 07-07-14-351-006).

Any questions concerning this public hearing should be directed to the Village's Director of Planning and Zoning, Ryan Raleigh, at 217-877-9445. All persons interested may appear and speak at the hearing.

7/9 COL-9000417

Herald&Review

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

State of New Jersey, County of Hudson, ss:

Tatiana Dorval, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Herald & Review, a newspaper printed and published in the City of Decatur, County of Macon, State of Illinois, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Jul. 9, 2024

NOTICE ID: Xj9I6FIT5XfwIUPO11Q

PUBLISHER ID: COL-9000417

NOTICE NAME: Planning & Zoning Meeting July 25

Publication Fee: 116.17

Under penalties as provided by Illinois law, the undersigned certifies that the statements set forth in this instrument are true and correct.

(Signed) Tatiana Dorval

VERIFICATION

State of New Jersey
County of Hudson

SHANNEA H HOLMES
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires August 1, 2026

Subscribed in my presence and sworn to before me on this: 07/11/2024

Shanea H Holmes

Notary Public
Notarized remotely online using communication technology via Proof.

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER 2024-23

**AN ORDINANCE APPROVING AN AMENDMENT TO THE VILLAGE'S ZONING MAP
TO CHANGE THE ZONING AT 690 S. US Rt. 51 FROM R1 to C1**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

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

Village Trustees

Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Forsyth
on _____, 2024

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

ORDINANCE NO. 2024-23

**AN ORDINANCE APPROVING AN AMENDMENT TO THE VILLAGE'S ZONING MAP
TO CHANGE THE ZONING AT 690 S. US Rt. 51 FROM R1 to C1**

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

WHEREAS, a petition to amend the Zoning Map of the Village was filed by Dennis Espinoza / DGOGForsyth103272024 LLC (Dollar General) for a portion of the property with the common address of 690 S. US Rt. 51, Forsyth, IL and legally described and shown on the plat attached as **Exhibit A** to change the zoning from R1 to C1 to allow for a retail store to be constructed; and

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

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

WHEREAS, a public hearing was noticed and duly held on July 25, 2024, before the Village Planning and Zoning Commission ("Commission") on the proposed zoning change; and

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

WHEREAS, at the hearing on July 25, 2024, the Commission voted (7-0) to allow the zoning change; and

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

this Ordinance.

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

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

Section 2. Findings of Fact. The Village Board adopts the findings of fact of the Commission as set forth in the Commission's written Findings of Fact and Recommendation dated July 25, 2024, attached hereto as **Exhibit B**.

Section 3. Description of the Property. The Property has the common address of 690 S. US 51, Forsyth, IL is legally described in the attached **Exhibit A**.

Section 4. Public Hearing. A public hearing was duly advertised in the Herald & Review and held by the Planning and Zoning Commission on July 25, 2024, at which time the Planning and Zoning Commission voted to recommend allow the zoning change.

Section 5. Approval of Map Amendment. The Village's Zoning Map shall be amended and the property described herein shall be changed from R1 to C1.

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

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

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

SO ORDAINED this 6th day of August 2024, at Forsyth, Macon County, Illinois.

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

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

EXHIBIT A
PLAT AND LEGAL

EXHIBIT B
FINDINGS OF FACT AND RECOMMENDATION

MAP AMENDMENT RECOMMENDATION & FINDINGS OF FACT

To: Village of Forsyth Board of Trustees

From: Planning & Zoning Commission

Re: Recommendation for 690 S. US 51 – Dollar General

Date: July 26, 2024

On July 25, 2024, the Planning and Zoning Commission (“Commission”) held a public hearing for a map amendment for the properties located at 690 S. US 51, Forsyth, Illinois, 62535. The notice of the public hearing was published in the Herald & Review on July 10, 2024. A copy of the certificate of publication is attached.

Dollar General, future deed owner of the property located at 690 S US 51, Forsyth, Illinois and a portion of two other properties just north of that lot, applied for a zoning map amendment to change the designated zoning from of the two northern lots from Residential-One (R-1) to Commercial-One (C-1). The southern lot is already zoned as C-1.

Based on the public hearing, the Commission voted to recommend approval of the map amendment to the Board of Trustees by a vote of 7-0. The Commission also made the following findings of fact:

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

Chairman, Planning & Zoning Commission

NEW BUSINESS

ITEM 6

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER 2024-24

**AN ORDINANCE APPROVING A VARIANCE TO SECTION 6.5 PARKING
REQUIREMENTS AT 690 US RT. 51**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

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

Village Trustees

Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Forsyth
on _____, 2024

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

ORDINANCE NO. 2024-24

AN ORDINANCE APPROVING A VARIANCE TO SECTION 6.5 PARKING REQUIREMENTS AT 690 US RT. 51

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

WHEREAS, on July 7, 2024, an application was filed by Dennis Espinoza / DGOGForsythil03272024 LLC (Dollar General) for a variance to Development Ordinance Section 6.5 to vary the minimum parking requirements to allow for 36 spots as opposed to the 43 spots required by the Development Ordinance for a property of the proposed size on the property located at 690 US. Rt. 51 and shown in attached **EXHIBIT A**; and,

WHEREAS, the Planning and Zoning Commission held a duly noticed public hearing on July 25, 2024, and recommended by a 7-0 vote of the Planning and Zoning Commission that the Village Board approve the variance requested; and,

WHEREAS, Sections 9.4 and 9.10 of the Development Ordinance permit the Village Board to approve variations from the Zoning Code upon establishment of a practical difficulty and/or particular hardship; and,

WHEREAS, the Village Board of Trustees and the Mayor of the Village of Forsyth believe it is in the best interests of the Village to grant the requested variance.

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

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

Section 2. Findings of Fact. The Village Board adopts the findings of fact of the

Commission as set forth in the Commission's written Findings of Fact and Recommendation, attached hereto as **EXHIBIT B**.

Section 3. Description of the Property. The Property is commonly known as 690 US Rt. 51, Forsyth, IL and is shown in the plat attached as **EXHIBIT A** ("Property").

Section 4. Public Hearing. A public hearing was advertised in the July 9, 2024 Herald & Review and held by the Planning and Zoning Commission on July 25, 2024, at which time the Planning and Zoning Commission voted to recommend approval of the variance.

Section 5. Variance. The variation to Section 6.5 requested in the July 7, 2024 Variance Request Application, detailed in the Findings of Fact and Recommendation, and recommended at the July 25, 2024 Planning and Zoning Commission meeting, is hereby granted to allow for 36 parking spaces at the Property.

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

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

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

SO ORDAINED this 6th day of August 2024, at Forsyth, Macon County, Illinois.

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

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

EXHIBIT A
PLAT

EXHIBIT B
FINDINGS OF FACT AND RECOMMENDATION

VARIANCE RECOMMENDATION & FINDINGS OF FACT

To: Village of Forsyth Board of Trustees

From: Planning & Zoning Commission

Re: Recommendation for to vary Development Ordinance 6.5 to allow 36 parking spaces at 690 US Rt. 51, Forsyth, IL and legally described as COLONIAL MANOR ADDN LOT 11 ~(EX HWY ROW) ~95BK3153/431 IRREG ~

Date: 7-26-2024

On July 25, 2024, the Planning and Zoning Commission ("Commission") held a public hearing for a variance at 690 S. Route 51, Forsyth, IL 62535. The notice of the public hearing was published in the Herald & Review on July 10, 2024. A copy of the certificate of publication is attached.

The application sought to modify the Village of Forsyth Development Ordinance requiring retail establishments to have 1 space for ever 250 square feet of floor area. Dollar General is asking for a variance to allow for 36 spaces instead of 43 spaces at 690 US Rt. 51, Forsyth, IL and legally described as COLONIAL MANOR ADDN LOT 11 ~(EX HWY ROW) ~95BK3153/431 IRREG~

Based on the public hearing, the Commission voted 7 to 0 to approve the variance. The Commission further made the following findings of fact:

1. The property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the existing zoning district. and
2. The plight of the owner is due to unique circumstances. and
3. If granted, the variation will not alter the essential character of the locality.

The Commission further found as follows:

1. That the particular physical surroundings, shape, or topographical condition of the specific property involved would bring particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulation were to be carried out;
2. That the conditions upon which the petition for variation is based would not be generally applicable to other property within the same zoning district.
3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property;
4. That the alleged difficulty or particular hardship has not been created by any person presently having an interest in the property, or by the applicant;
5. That the granting of the variation will not be detrimental to the public welfare, or injurious to other property or improvements in the neighborhood in which the property is located; and

6. That the proposed variation will not:
- (i) Impair an adequate supply of light and air to adjacent properties.
 - (ii) Substantially increase the hazard from fire or other dangers to said property or adjacent properties.
 - (iii) Otherwise impair the public health, safety, comfort, morals, or general welfare of the inhabitants of the Village.
 - (iv) Diminish or impair property values within the neighborhood.
 - (v) Unduly increase traffic congestion in the public streets and highways.
 - (vi) Create a nuisance.
 - (vii) Result in an increase in public expenditures.

Chairman, Planning & Zoning Commission

NEW BUSINESS

ITEM 7

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE NUMBER
2024-25

**AN ORDINANCE APPROVING A VARIANCE ALLOWING AN IRREGULAR BUFFER
AT 690 US RT. 51**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

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

Village Trustees

Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Forsyth
on _____, 2024

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

ORDINANCE NO. 2024-25

**AN ORDINANCE APPROVING A VARIANCE ALLOWING AN IRREGULAR BUFFER
AT 690 US RT. 51**

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

WHEREAS, on July 7, 2024, an application was filed by Dennis Espinoza / DGOGForsythil03272024 LLC (Dollar General) for a variance to Development Ordinance Section 4.6 to allow for an irregular buffer as shown in attached **EXHIBIT A** at the property located at 690 US Rt. 51 and described in the plat also in attached **EXHIBIT A**; and,

WHEREAS, the Planning and Zoning Commission held a duly noticed public hearing on July 25, 2024, and recommended by a 7-0 vote of the Planning and Zoning Commission that the Village Board approve the variance requested; and,

WHEREAS, Sections 9.4 and 9.10 of the Development Ordinance permit the Village Board to approve variations from the Zoning Code upon establishment of a practical difficulty and/or particular hardship; and,

WHEREAS, the Village Board of Trustees and the Mayor of the Village of Forsyth believe it is in the best interests of the Village to grant the requested variance.

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

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

Section 2. Findings of Fact. The Village Board adopts the findings of fact of the Commission as set forth in the Commission’s written Findings of Fact and

Recommendation, attached hereto as **EXHIBIT B**.

Section 3. Description of the Property. The Property is commonly known as 690 US Rt. 51, Forsyth, IL and is shown in the plat attached as **EXHIBIT A** ("Property").

Section 4. Public Hearing. A public hearing was advertised in the July 9, 2024 Herald & Review and held by the Planning and Zoning Commission on July 25, 2024, at which time the Planning and Zoning Commission voted to recommend approval of the variance.

Section 5. Variance. The variation to Section 4.6 as requested in the July 7, 2024 Variance Request Application, detailed in the Findings of Fact and Recommendation, and recommended at the July 25, 2024 Planning and Zoning Commission meeting, is hereby granted to allow for an irregular buffer as shown in the preliminary plat attached as part of **EXHIBIT A** with the condition that a 7-foot tall privacy fence is constructed on the east side and a portion of the north side of the Property.

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

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

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

SO ORDAINED this 6th day of August 2024, at Forsyth, Macon County, Illinois.

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

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

EXHIBIT A
PLAT / PRELIMINARY PLAT

[illegible]

EXHIBIT B
FINDINGS OF FACT AND RECOMMENDATION

VARIANCE RECOMMENDATION & FINDINGS OF FACT

To: Village of Forsyth Board of Trustees

From: Planning & Zoning Commission

Re: Recommendation for to vary Development Ordinance 4.6 to allow for an irregular buffer and to allow a portion of the building to be built within the side setback at 690 US Rt. 51, Forsyth, IL and legally described as COLONIAL MANOR ADDN LOT 11 ~(EX HWY ROW) ~95BK3153/431 IRREG ~

Date: 7-26-2024

On July 25, 2024, the Planning and Zoning Commission ("Commission") held a public hearing for a variance at 690 S. Route 51, Forsyth, IL 62535. The notice of the public hearing was published in the Herald & Review on July 10, 2024. A copy of the certificate of publication is attached.

Due to site limitations, Dollar General has placed the building at an angle to avoid underground utilities and has created an irregular buffer. On the east side of the property, one corner of the building will be within 7' 7" of the property line where the other corner of the building will be 13' 6" from the property line. The side setback for a commercial property is supposed to be 10'. They will install a privacy fence on the east side of the property and a portion of the north side of the property. The Planning and Zoning Commission made the stipulation that that the privacy fence be at least 7' tall at 690 US Rt. 51, Forsyth, IL and legally described as COLONIAL MANOR ADDN LOT 11 ~(EX HWY ROW) ~95BK3153/431 IRREG~

Based on the public hearing, the Commission voted 7 to 0 to approve the variance. The Commission further made the following findings of fact:

1. The property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the existing zoning district. and
2. The plight of the owner is due to unique circumstances. and
3. If granted, the variation will not alter the essential character of the locality.

The Commission further found as follows:

1. That the particular physical surroundings, shape, or topographical condition of the specific property involved would bring particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulation were to be carried out;
2. That the conditions upon which the petition for variation is based would not be generally applicable to other property within the same zoning district.

3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property;
4. That the alleged difficulty or particular hardship has not been created by any person presently having an interest in the property, or by the applicant;
5. That the granting of the variation will not be detrimental to the public welfare, or injurious to other property or improvements in the neighborhood in which the property is located; and
6. That the proposed variation will not:
 - (i) Impair an adequate supply of light and air to adjacent properties.
 - (ii) Substantially increase the hazard from fire or other dangers to said property or adjacent properties.
 - (iii) Otherwise impair the public health, safety, comfort, morals, or general welfare of the inhabitants of the Village.
 - (iv) Diminish or impair property values within the neighborhood.
 - (v) Unduly increase traffic congestion in the public streets and highways.
 - (vi) Create a nuisance.
 - (vii) Result in an increase in public expenditures.

Chairman, Planning & Zoning Commission

NEW BUSINESS

ITEM 8

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER 2024-26

**AN ORDINANCE APPROVING SUBDIVISION PLAT AT 690 US Rt. 51 DESCRIBED
AS PART OF LOT 11 OF COLONIAL MANOR ADDITION, AND PART OF LOT 6
AKERS PLACE FORSYTH OUT LOTS, VILLAGE OF FORSYTH, IL**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

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

Village Trustees

Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Forsyth
on _____, 2024

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

ORDINANCE NO. 2024-26

AN ORDINANCE APPROVING SUBDIVISION PLAT AT 690 US Rt. 51 DESCRIBED AS PART OF LOT 11 OF COLONIAL MANOR ADDITION, AND PART OF LOT 6 AKERS PLACE FORSYTH OUT LOTS, VILLAGE OF FORSYTH, IL

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

WHEREAS, the Village's Development Ordinance Code, Article XI provides for the subdivision of real property pursuant to the authority granted it in 65 ILCS 5/11-12-8; and

WHEREAS, the Village's Development Ordinance Code, Section 11.5 provides for the requirements of a final plats for minor subdivision; and

WHEREAS, the Village's Development Ordinance Code, Article IX and XI, sets forth the process for approving the final plat for a minor subdivision; and

WHEREAS, on July 7, 2024, Dennis Espinoza / DGOGForsythil03272024 LLC (Dollar General) petitioned for approval of its final plat of subdivision for the property located at 690 US Rt. 51 and described in the plat attached as **EXHIBIT A**; and,

WHEREAS, the Planning and Zoning Commission held a meeting on July 25, 2024 and recommended approval of the final plat as shown in **EXHIBIT A** by a vote of 7-0; and

WHEREAS, the Mayor and the Board of Trustees of the Village of Forsyth, Illinois, desire to approve the petition as set forth 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 foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

Section 2. Findings of Fact. The Village Board adopts the findings of fact of the Commission as set forth in the Commission's written Findings of Fact and Recommendation, attached hereto as **EXHIBIT B**.

Section 3. Description of the Property. The Property is commonly known as 690 US Rt. 51, Forsyth, IL and is shown in the plat attached as **EXHIBIT A** ("Property").

Section 4. Public Hearing. A public hearing was advertised in the July 9, 2024 Herald & Review and held by the Planning and Zoning Commission on July 25, 2024, at which time the Planning and Zoning Commission voted to recommend approval of the variance.

Section 5. Findings. The Village Board finds that all of the requirements of Section 11.5 of the Village's Development Ordinance have been complied with and the application for approval of the petition for approval of the final plat as described in **EXHIBIT A** shall be granted.

Section 6. Approval of Petition. The Village Board hereby approves the petition and final plat attached as **Exhibit A** having considered the information in both **Exhibit A** and **Exhibit B**.

Section 7. 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 8. 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 9. Effectiveness. This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this 6th day of August 2024, at Forsyth, Macon County, Illinois.

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

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

EXHIBIT A
PLAT

OWNER'S DECLARATION

BE IT KNOWN that **DENNIS ESPINOZA** being the owner of the premises described in the preceding Surveyor's Certificate, situated in the Village of Forsyth, County of Macon, and the State of Illinois, do hereby subdivide the said tract of land and do hereby make the attached plat of said subdivision for the purpose of the sale of a lot therein by number as designated on said plat and do hereby designate the subdivision as "**RSBR MAGNOLIA DRIVE SUBDIVISION**" and the same shall be so known hereafter. We do hereby dedicate for drainage facilities the easement strip so designated on the plat as "Storm Sewer Easement"; hereby waiving in such portions so dedicated all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

The covenants hereinafter set forth in their entirety shall apply to all the lots in the subdivision:

1. The lot shall be restricted to such use as is permitted by the appropriate zoning classification under the zoning code for the Village of Forsyth, Illinois.
2. Building setback lines shall be observed as shown on the plat.
3. The owners bind themselves, their successors, grantees and assigns, as a covenant running with the land, to comply with all state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color or national origin in the sale, lease, use or occupation of the premises within such platted land or any part thereof, or the improvements thereon.

IN WITNESS WHEREOF, **DENNIS ESPINOZA**

hereunto set their hand and seal this _____ day of _____, 2024.

DENNIS ESPINOZA

OWNER'S AFFIDAVIT

STATE OF ILLINOIS)

)ss

COUNTY OF MACON).

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that **DENNIS ESPINOZA** personally known to me to be the same persons whose names are subscribed to the foregoing instrument and to me personally known to be, appeared before me this day in person and severally acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act and as the free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ 2024.

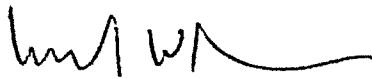
Notary Public

County, Illinois, do hereby certify that at the request of **Dennis Espinoza** owner of the property hereinafter described, the same being situated in the Village of Forsyth, Macon County, State of Illinois, have made a true and accurate survey of said tract of land and is more particularly described as follows:

PART OF LOT 11 OF COLONIAL MANOR ADDITION TO THE VILLAGE OF FORSYTH, AS PER PLAT RECORDED IN BOOK 1575, PAGE 75 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS AND PART OF LOT 6 OF AKERS PLACE FORSYTH OUTLOTS, AS PER PLAT RECORDED IN BOOK 338, PAGE 18 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 11, THENCE SOUTH 88 DEGREES 17 MINUTES 41 SECONDS WEST 54.64 FEET ALONG THE SOUTH LINE OF SAID LOT 11 TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 17 MINUTES 41 SECONDS WEST 163.97 FEET ALONG SAID SOUTH LINE TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. ROUTE 51 PER CONDEMNATION JUDGEMENT ORDER NO. 82-ED-6, THENCE NORTH 71 DEGREES 57 MINUTES 00 SECONDS WEST 73.65 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO A POINT, THENCE NORTH 0 DEGREES 03 MINUTES 28 SECONDS WEST 185.10 FEET ALONG THE EAST RIGHT OF WAY LINE OF SAID U.S. ROUTE 51 AND THE WEST LINE OF SAID LOTS 11 AND 6 TO A POINT, THENCE NORTH 88 DEGREES 17 MINUTES 41 SECONDS EAST 234.0 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 11 TO A POINT, THENCE SOUTH 0 DEGREES 03 MINUTES 28 SECONDS EAST 210.0 FEET ALONG A LINE PARALLEL WITH THE EAST RIGHT OF WAY LINE OF SAID U.S. ROUTE 51 AND THE WEST LINES OF SAID LOTS 11 AND 6 TO THE POINT OF BEGINNING, CONTAINING 1.108 ACRES MORE OR LESS, ALL SITUATED IN MACON COUNTY, ILLINOIS.

And according to law, I have subdivided the same into One (1) Lot, which subdivision is to be hereafter known and designated as "**RSBR MAGNOLIA DRIVE SUBDIVISION**", as shown on attached plat made by me, which plat, incorporated herein by reference, particularly and correctly described and sets forth the exterior boundaries of the land surveyed and roadway easements and easements for public utilities herein and gives the width, length and number of each Lot and easements, and I have placed iron pins on all corners, angle points and points of curvature as permanent monuments from which future surveys can be made.

Signed and dated at Ottawa, Illinois this 3rd day of JUNE, 2024.



Michael W. Soenksen
Illinois Professional Land Surveyor No. 3209
License Expiration Date: 11-30-2024

APPROVAL (PLANNING AND ZONING COMMISSION)

STATE OF ILLINOIS)
) ss Village of Forsyth
COUNTY OF MACON)

This is to certify that the attached Plat of **RSBR MAGNOLIA DRIVE SUBDIVISION** and accompanying certificates were submitted to the Village Plan Commission of the Village of Forsyth, Illinois and was by the Board duly approved.

Dated this _____ day of _____, 2024

**Chairman, Planning and Zoning Commission
of the Village of Forsyth, Illinois**

ATTEST:

**Secretary, Planning and Zoning Commission
of the Village of Forsyth**

APPROVAL (VILLAGE OF FORSYTH)

STATE OF ILLINOIS)
) ss Village of Forsyth
COUNTY OF MACON)

This is to certify that the attached Plat of **RSBR MAGNOLIA DRIVE SUBDIVISION** and accompanying certificates were submitted to the Village Board of the Village of Forsyth, Illinois and was by the Board duly approved.

Dated this _____ day of _____, 2024

Mayor, Village of Forsyth, Illinois

ATTEST:

Clerk, Village of Forsyth

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS)
)
COUNTY OF MACON)

I, Cheryl Marty, Village Clerk of the Village of Forsyth, do hereby certify that there are no delinquent or unpaid current or forfeited special assessments or any deferred installments thereof that have been apportioned against the tract of land included in the plat. **Parcel I.D. Numbers 07-07-14-301-001, 07-07-14-301-002, 07-07-14-301-003**

Dated at Forsyth, Macon County, Illinois, this _____ day of _____, 2024

Clerk of the Village of
Forsyth, Illinois

This is to Certify that I, **DENNIS ESPINOZA** owner of the property herein described in the surveyor's certificate, which will be known as, **RSBR MAGNOLIA DRIVE SUBDIVISION** to the best of our knowledge, is located within the boundaries of the Maroa Forsyth Community School District 2, in Macon County, Illinois.

DENNIS ESPINOZA (OWNER)

EXHIBIT B
FINDINGS OF FACT AND RECOMMENDATION

RECOMMENDATION & FINDINGS OF FACT

To: Village of Forsyth Board of Trustees

From: Planning & Zoning Commission

Re: Recommendation for approval of final plat for land legally described as PART OF LOT 11 OF COLONIAL MANOR ADDITION TO THE VILLAGE OF FORSYTH, AS PER PLAT RECORDED IN BOOK 1575, PAGE 75 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS AND PART OF LOT 6 OF AKERS PLACE FORSYTH OUTLOTS, AS PER PLAT RECORDED IN BOOK 338, PAGE 18 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 11, THENCE SOUTH 88 DEGREES 17 MINUTES 41 SECONDS WEST 54.64 FEET ALONG THE SOUTH LINE OF SAID LOT 11 TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 17 MINUTES 41 SECONDS WEST 163.97 FEET ALONG SAID SOUTH LINE TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. ROUTE 51 PER CONDEMNATION JUDGEMENT ORDER NO. 82-ED-6, THENCE NORTH 71 DEGREES 57 MINUTES 00 SECONDS WEST 73.65 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO A POINT, THENCE NORTH 0 DEGREES 03 MINUTES 28 SECONDS WEST 185.10 FEET ALONG THE EAST RIGHT OF WAY LINE OF SAID U.S. ROUTE 51 AND THE WEST LINE OF SAID LOTS 11 AND 6 TO A POINT, THENCE NORTH 88 DEGREES 17 MINUTES 41 SECONDS EAST 234.0 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 11 TO A POINT, THENCE SOUTH 0 DEGREES 03 MINUTES 28 SECONDS EAST 210.0 FEET ALONG A LINE PARALLEL WITH THE EAST RIGHT OF WAY LINE OF SAID U.S. ROUTE 51 AND THE WEST LINES OF SAID LOTS 11 AND 6 TO THE POINT OF BEGINNING, CONTAINING 1.108 ACRES MORE OR LESS, ALL SITUATED IN MACON COUNTY, ILLINOIS.

Date: July 26, 2024

On July 25, 2024, the Planning and Zoning Commission ("Commission") held a public hearing on the petition for approval of the final plat at 690 S. US 51, Forsyth, IL. The notice of the public hearing was published in the Herald & Review on July 10, 2024. A copy of the certificate of publication is attached.

Dennis Espinoza, owner of property at 690 S. US 51, petitioned to subdivide the said tract of land and make the attached plat for the purpose of the sale of the lot. The new plat will be designated as the subdivision "RSBR Magnolia Drive Subdivision" legally described as PART OF LOT 11 OF COLONIAL MANOR ADDITION TO THE VILLAGE OF FORSYTH, AS PER PLAT RECORDED IN BOOK 1575, PAGE 75 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS AND PART OF LOT 6 OF AKERS PLACE FORSYTH OUTLOTS, AS PER PLAT RECORDED IN BOOK 338, PAGE 18 OF THE

RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 11, THENCE SOUTH 88 DEGREES 17 MINUTES 41 SECONDS WEST 54.64 FEET ALONG THE SOUTH LINE OF SAID LOT 11 TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 17 MINUTES 41 SECONDS WEST 163.97 FEET ALONG SAID SOUTH LINE TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. ROUTE 51 PER CONDEMNATION JUDGEMENT ORDER NO. 82-ED-6, THENCE NORTH 71 DEGREES 57 MINUTES 00 SECONDS WEST 73.65 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO A POINT, THENCE NORTH 0 DEGREES 03 MINUTES 28 SECONDS WEST 185.10 FEET ALONG THE EAST RIGHT OF WAY LINE OF SAID U.S. ROUTE 51 AND THE WEST LINE OF SAID LOTS 11 AND 6 TO A POINT, THENCE NORTH 88 DEGREES 17 MINUTES 41 SECONDS EAST 234.0 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 11 TO A POINT, THENCE SOUTH 0 DEGREES 03 MINUTES 28 SECONDS EAST 210.0 FEET ALONG A LINE PARALLEL WITH THE EAST RIGHT OF WAY LINE OF SAID U.S. ROUTE 51 AND THE WEST LINES OF SAID LOTS 11 AND 6 TO THE POINT OF BEGINNING, CONTAINING 1.108 ACRES MORE OR LESS, ALL SITUATED IN MACON COUNTY, ILLINOIS.

Based on the public hearing, the Planning and Zoning Commission voted to 7 to 0 to recommend approval of the final plat attached here in as Exhibit 1. Based on the public hearing, the Commission found the special use will:

- (1) Be harmonious with and in accordance with the general objectives of the Comprehensive Land Use Plan and/or this Ordinance;
- (2) be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity, and that such use will not alter the essential character of the same area;
- (3) not be hazardous or disturbing to existing or future neighborhood uses;
- (4) be adequately served by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water, sewers, and schools, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;
- (5) not create excessive additional requirements at public cost for public facilities and services, and will not be detrimental to the economic welfare of the Village of Forsyth;
- (6) not increase the potential for flood damage to adjacent property, or require additional public expense for flood protection, rescue, or relief; and
- (7) not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance to the Village of Forsyth.

Chairman, Planning & Zoning Commission

NEW BUSINESS

ITEM 9

Mayor / Trustees,

July 31, 2024

A representative from the Village of Forsyth and Chastain Engineering met with City of Decatur representatives regarding a possible cross-community water connection agreement that would supply both communities with water during an emergency. The agreement has been given to our Attorney for review and placed on the agenda for possible acceptance. A copy of the agreement is following this memo and placed before the pictures.

Summary:

Forsyth, as experienced, had a need for a backup water supply due to an equipment failure. Decatur stepped up and helped the Village during the emergency. Besides equipment, there are also concerns regarding natural disasters and possible terrorist activity.

During our equipment failure, we used hydrants and fire hoses to cross-connect Forsyth and Decatur to provide water to the Village. We had two connections, one on E Hickory Point Road just east of Lincoln Diagnostics, near our trail. The other was on the west side of Route 51, at the Decatur apartments, located on W Hickory Point Road.

Decatur also has the same emergency concerns, but more specific to Forsyth is that Decatur has only one water supply source that supplies water to their hotels, restaurants, and offices that are located south of E Hickory Point Road. That water supply main is under Route 51 at our boundaries. Decatur's concern is that if there was a major water main break, Decatur could not provide water to maintain business operations until the problem was resolved. If approved, we would be the source of water for this area with a cross-community connection. At this location, we have water mains approximately twenty feet from each other on the north side of E Hickory Point Road. Reference pictures listed below.

Decatur also has one water main that supplies water to their apartment complex on W Hickory Point Road and a different single water main that supplies water to Wedgewood Estates located just south of our Hickory Point Estates on N Oakland Avenue. Again, Decatur's concern is that if there was a major water main break, Decatur could not provide water to homes until the problem was resolved. If approved, we would be the source of water for this area with a cross-community connection only on W Hickory Point Road, at the Decatur apartments. Both communities have water mains on the north side of W Hickory Point Road. Reference pictures listed below.

Also, Decatur did not want a cross-community connection on N Oakland Avenue as it is their goal to loop Decatur water mains together from N Oakland Ave to their Apartments on W Hickory Point Road. They will use their property and get easements where needed to complete that project.

Staff recommends that we approve this agreement.

Water usage rates will need to be discussed and approved at the next board meeting.

Thanks, Darin Fowler – Public Works Director

Picture #1 – Forsyth and Decatur Hydrants located just east of Lincoln Diagnostics, near the Village's trail.

Picture #1A – Macon County GIS aerial view of Lincoln Diagnostics, Village Trail and E Hickory Point Road. Forsyth water main shown by drawn line from hydrant to hydrant (hydrants circled). Decatur water main shown by drawn line from hydrant to hydrant (hydrants squared).

Picture #1B – Forsyth water main map showing Forsyth water main along E Hickory Point Road.

Picture #1C – Decatur water main map showing Decatur water main along E Hickory Point Road.

Picture #2 - Forsyth and Decatur Hydrants located just on W Hickory Point Road at Decatur Apartments.

Picture #2A - Macon County GIS aerial view of W Hickory Point Road at the Decatur Apartments.

Picture #2B - Forsyth water main map showing Forsyth water main along W Hickory Point Road.

Picture #2C – Decatur water main map showing Decatur water main along W Hickory Point Road and Oakland Avenue.

Picture #2D - Forsyth water main map showing Forsyth water main at Hickory Point Estates on Oakland Avenue.

EXHIBIT 1
AGREEMENT

WHEREAS, the Village of Forsyth ("Village") owns and operates a water works system; and,

WHEREAS, the City of Decatur, Illinois, ("City") owns and operates a water works system; and,

WHEREAS, both parties desire to enter into an Agreement to secure a supply of treated water from the system of either party during episodes occasioned by a temporary failure of either party's water works system or some part thereof, and to define the adjacent water service boundaries of both parties.

For and in consideration of the promises and covenants respectively to be performed by the parties hereto, it is agreed by and between the Village of Forsyth, and the City of Decatur, Illinois, as follows:

1. That the term of this Agreement will be for a period of five (5) years commencing _____ 2024.
2. That any extension or modification of either party's water systems shall be constructed in compliance with the established standards used by the Illinois Environmental Protection Agency for similar construction.
3. That no connection to either party's system for a water service or otherwise shall be made except by a plumber licensed by the State of Illinois or by the respective party's employees.
4. That both parties shall not furnish water service through their systems to any premises unless said premises are served by and connected with a properly installed and

operating sanitary waste disposal facility which may include a properly operating and installed septic tank system conforming with the specifications, standards and regulations of the State of Illinois regarding such systems.

5. (a) That during the term of this Agreement both parties shall be capable of furnishing potable water from their respective water works systems to the other party via one or more water main interconnections, the costs for which are to be divided equally unless decided otherwise by mutual agreement. Water main interconnection(s) quantity of water, location, design, metering, telemetry, operations and maintenance procedures and funding shall be mutually agreed upon by both parties in writing prior to construction and be constructed in compliance with the established standards used by the Illinois Environmental Protection Agency for similar construction. The quantity of water to be so furnished shall be calculated monthly, whether the same is delivered at one or more points of delivery, and the same shall be delivered by both parties at a pressure of not less than 40 pounds static; subject, however, to the provisions of Sections 9 and 12 hereof.

(b) The Village shall notify the City's Water Production Office by telephone (217-424-2831) not later than one (1) hour after any potable water treated by the City is placed into the Village's distribution system, and shall briefly explain such placement and use at such time.

(c) The City shall notify the Village's Public Works Department by telephone (217-877-1653) not later than one (1) hour after any potable water treated by the Village is placed into the City's distribution system, and shall briefly explain such placement and use at such time.

6. That at said watermain interconnection(s) the Village and the City shall furnish and install metering and regulating devices meeting the standards and specifications of

the Village and the City and be made accessible to both parties for reading and inspection. Said metering and regulating devices shall be sealed against tampering or unauthorized adjustment and shall be tested by the Village or the City, at the expense of the testing party, as necessary to assure ongoing accuracy of the system.. The City reserves the right to install telemetry recording devices to said metering with the City being responsible for all installation and maintenance expenses.

7. The quantity of water furnished by either party shall be determined monthly at such time during the month as shall be determined by each party. Within a reasonable time after the quantity of water furnished is determined, the supplying party shall bill the receiving party shall pay said bill on or before the 14th day following the day on which the receiving party is billed. The amounts charged the party receiving water shall be determined by the application of the provisions of general ordinance from time to time passed by the Council or board of the supplying party, which said amounts shall not exceed two (2) times the water charges for commercial monthly services situated within the corporate limits of the Village or the City plus applicable service charges.

8. In the event that the receiving party shall fail to pay the supplying party for water furnished on or before the 14th day on which the receiving party is billed, a penalty of five percent (5%) for each period of thirty (30) days or part thereof that the amount of such bill remains due and unpaid shall be added to the amount thereof and shall be paid by the receiving party.

9. In the event that restrictions upon the use of water, whether as to amount or type of use or otherwise, are established by the Village or the City for the use of water furnished from their respective water systems during any period, the

receiving party shall establish and enforce the same restrictions in a like manner for water furnished from the receiving system during said period.

10. The Village or City may terminate the furnishing of water for nonpayment of water charges. Except for nonpayment of water charges, and except as may be otherwise provided by applicable law, termination shall not be available as a remedy to enforce the provisions of this Agreement, but the parties hereto may resort to action for damages or other appropriate relief to enforce the same or to correct, or obtain restitution for injury occasioned by, violation of the provisions hereof. In the event a violation is claimed, the claiming party shall give notice in writing thereof to the other party, which party shall be given a reasonable time in light of the nature of the violation claimed to correct the same, which time shall be no less than ten (10) days from the date of notice. Provided, however, that any violation resultant upon a cause majeure shall not subject either party to liability hereunder.

11. That the provisions of this Agreement are expressly made subject to the provisions and covenants of any currently outstanding water revenue bond issues or State Revolving Loan terms of either party, and the provisions hereof shall be so construed as to be compatible with and to conform thereto.

12. In the event that the furnishing of water to either party is interrupted or interfered with or infringed upon for whatever reason or by whatever cause, except the negligence of the agents or employees of either party, both parties do hereby release and shall indemnify and hold harmless, the other party from any and all liability or responsibility for the same.

13. Except as expressly provided in Section 5. hereof, all other notices in

connection with this Agreement shall be given when mailed by certified mail, postage prepaid, on the Village to Village Administrator, 301 South Route 51, Forsyth, IL 62535, and on the City to City Manager, City of Decatur, #1 Gary K. Anderson Plaza, Decatur, IL 62523-1196, with a copy to the Corporation Counsel, and the Director of Public Works, at the same address.

Signed, sealed and attested on behalf of the Village of Forsyth, as authorized and directed by the Village Board thereof, by its Mayor and Village Clerk this _____ day of _____, 2024.

VILLAGE OF FORSYTH,

By _____
JIM PECK, MAYOR

ATTEST:

VILLAGE CLERK

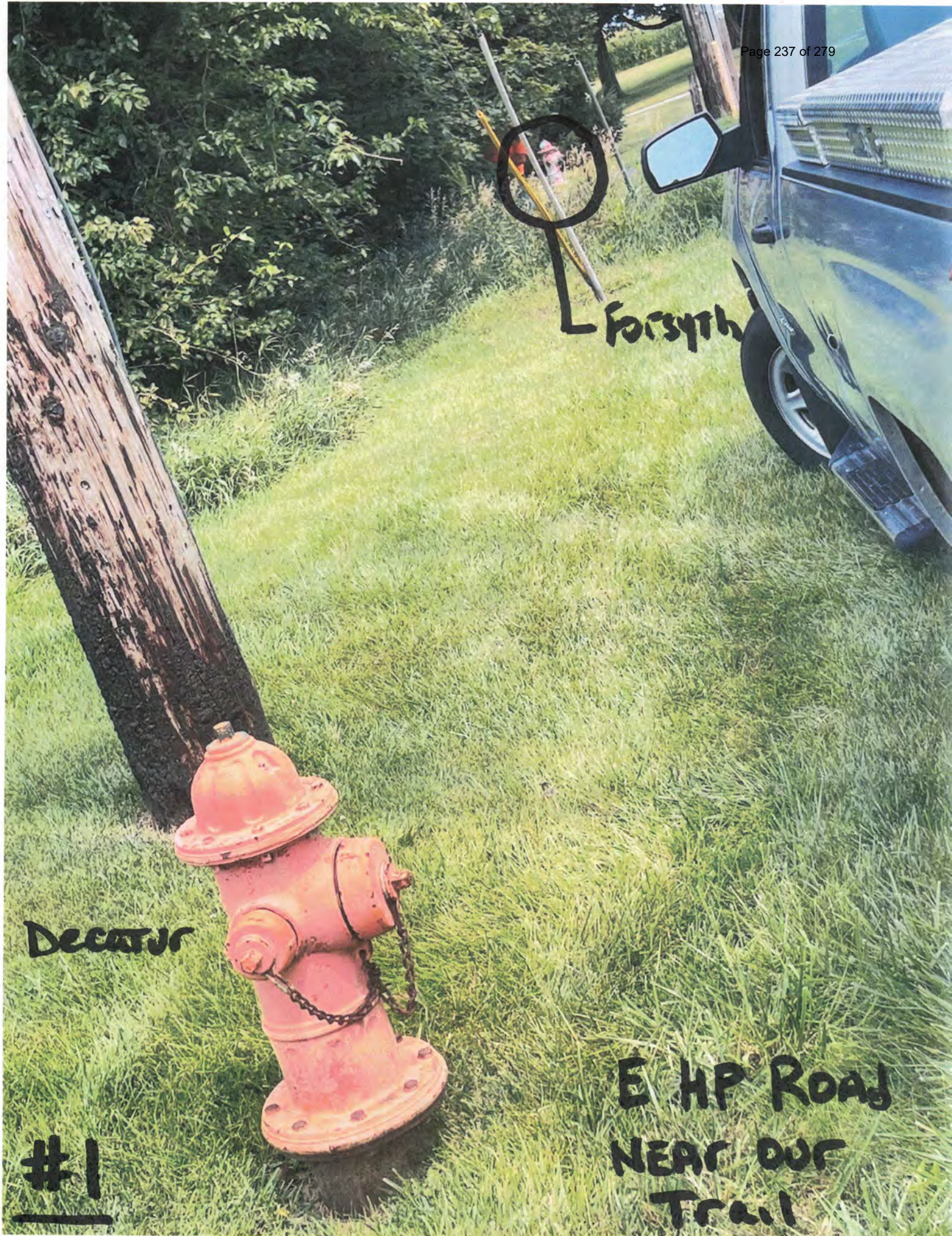
Signed, sealed and attested on behalf of the City of Decatur, Illinois, as authorized and directed by the Council thereof, by its Mayor and City Clerk this _____ day of _____, 2024.

CITY OF DECATUR, ILLINOIS,

By _____
JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



Decatur

Forsyth

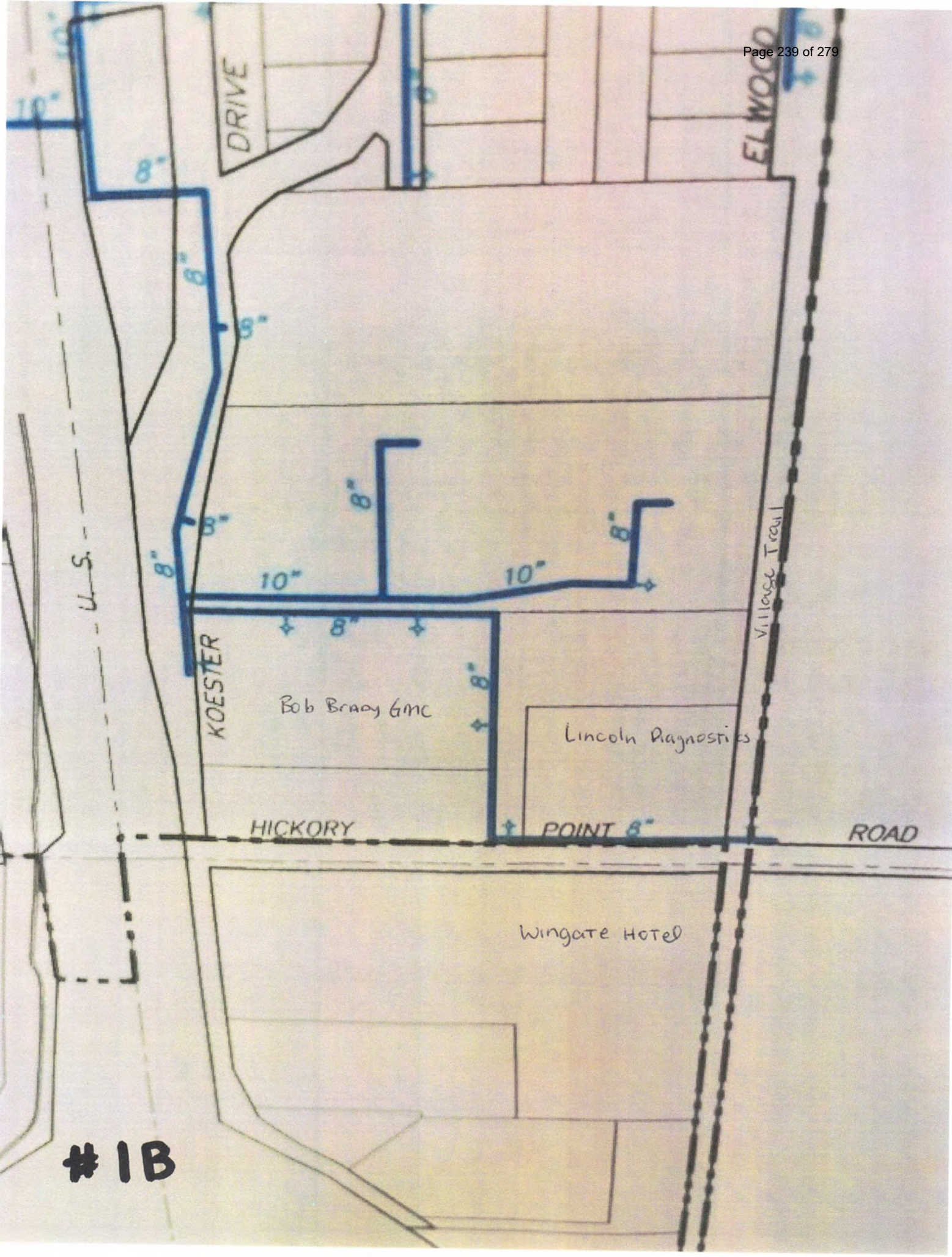
E HP Road
NEAR DUF
Trail

#1



#1A

- O - Forsyth Hydrants
- - Decatur Hydrants



#1B

Collectors

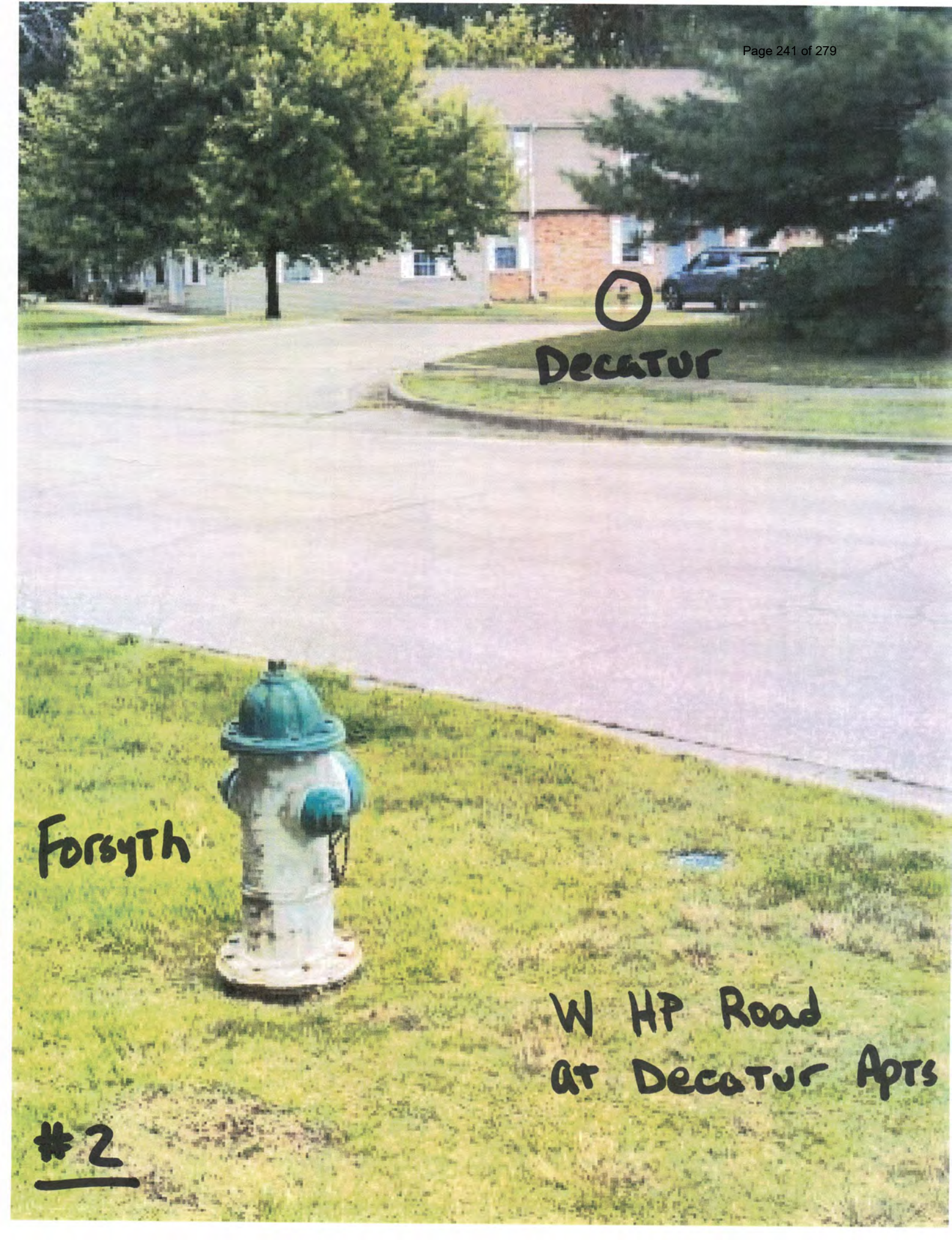
#1C

Arterial



Decatur City Limits AGO



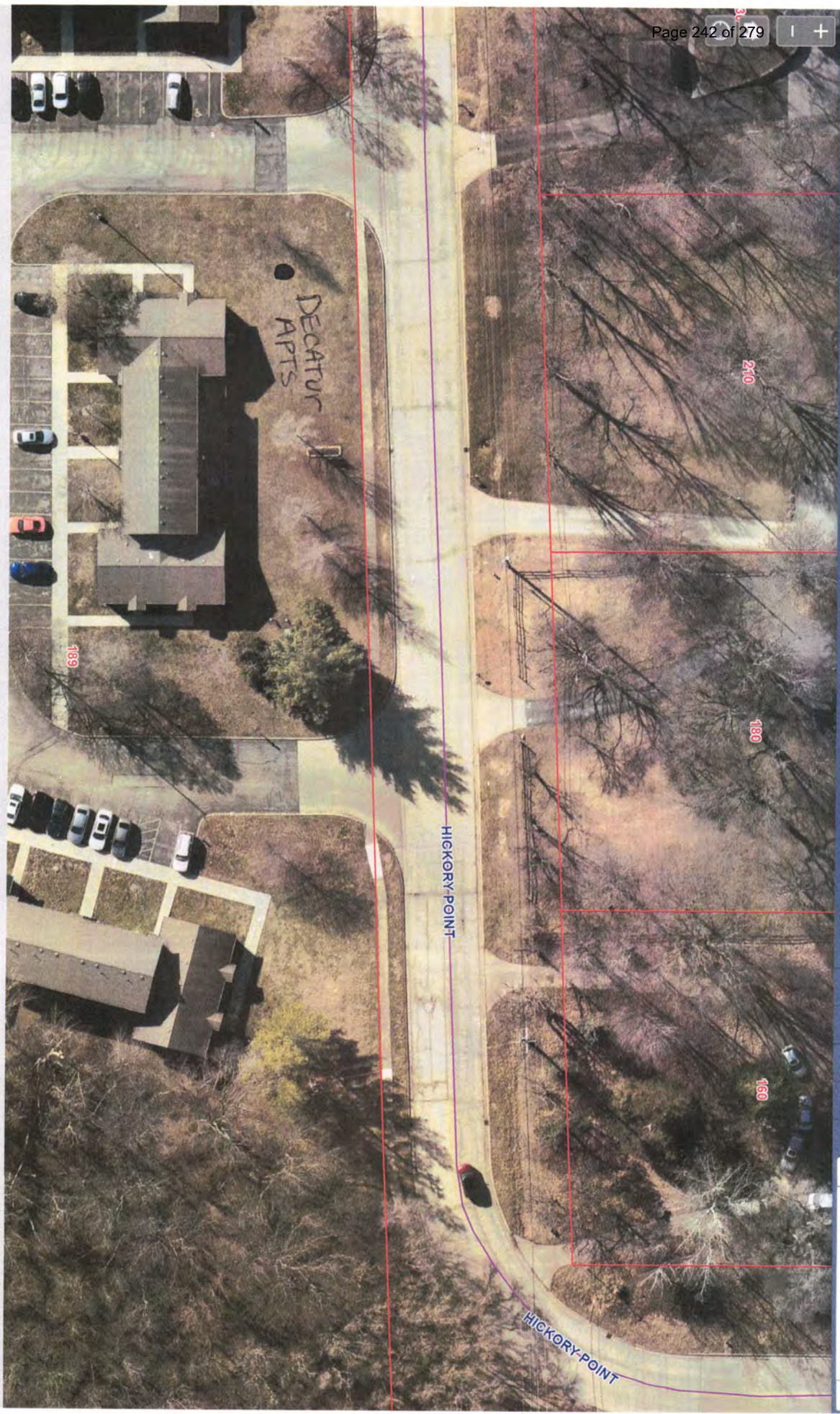


O
Decatur

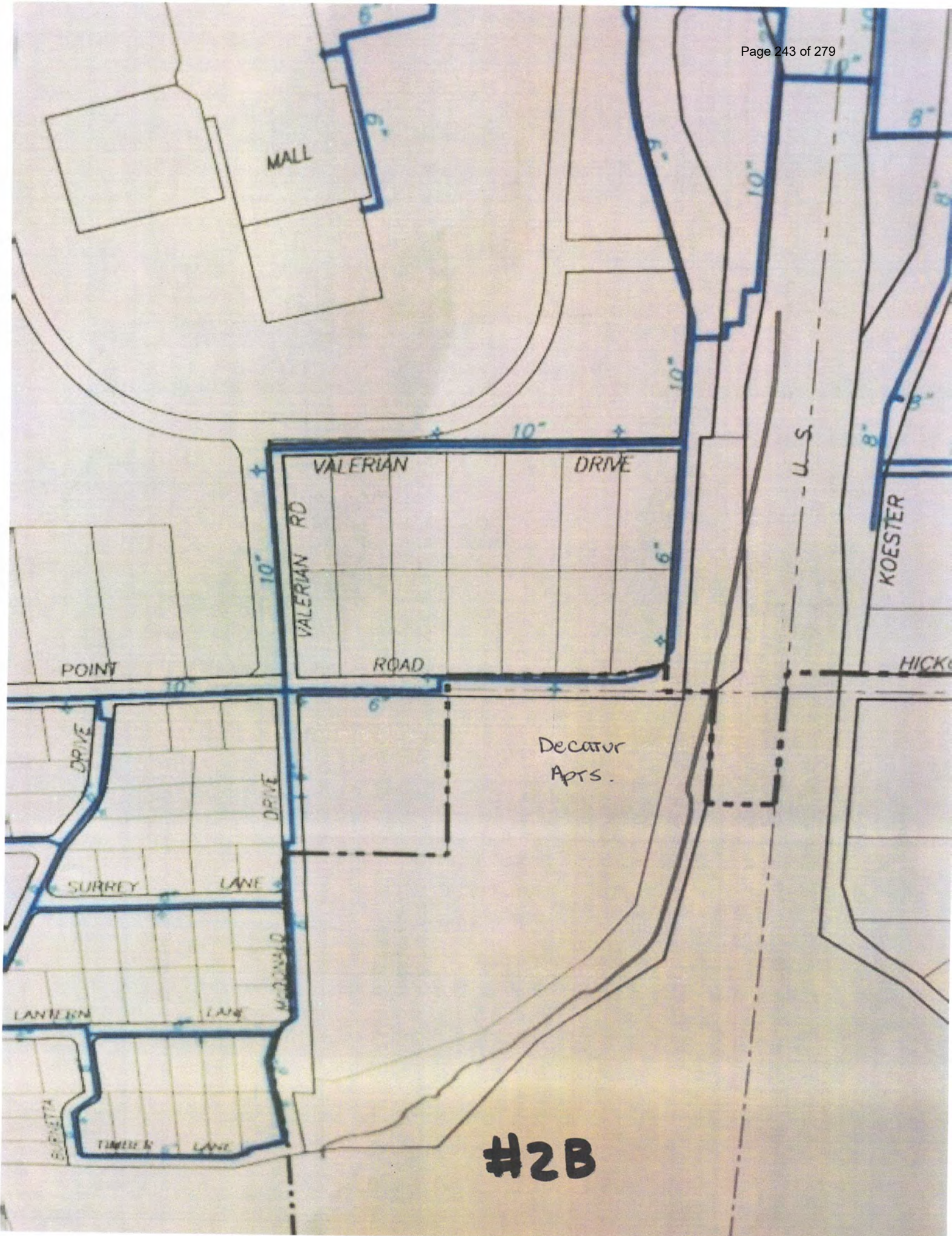
Forsyth

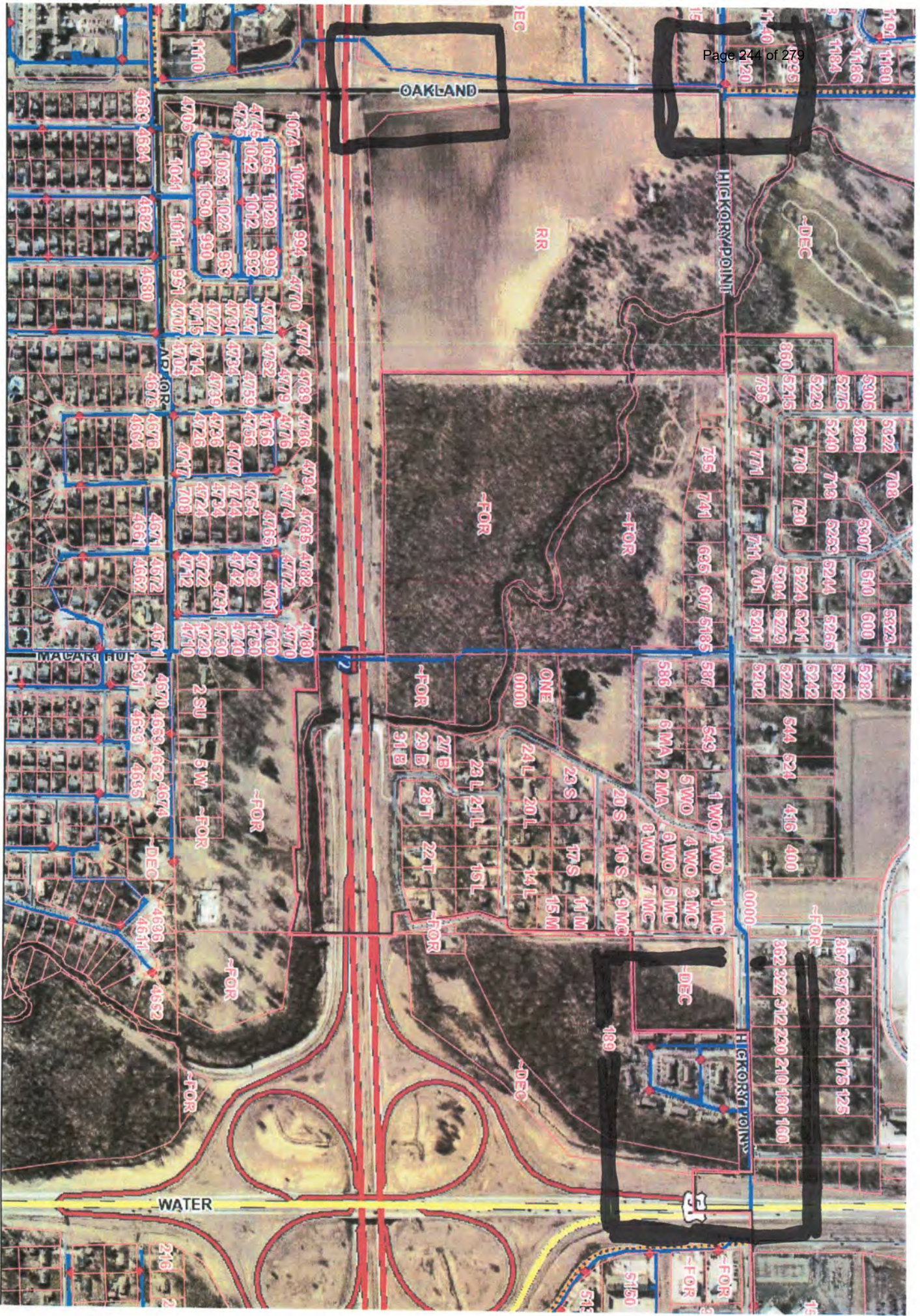
W HP Road
at Decatur Apts

#2



#2A





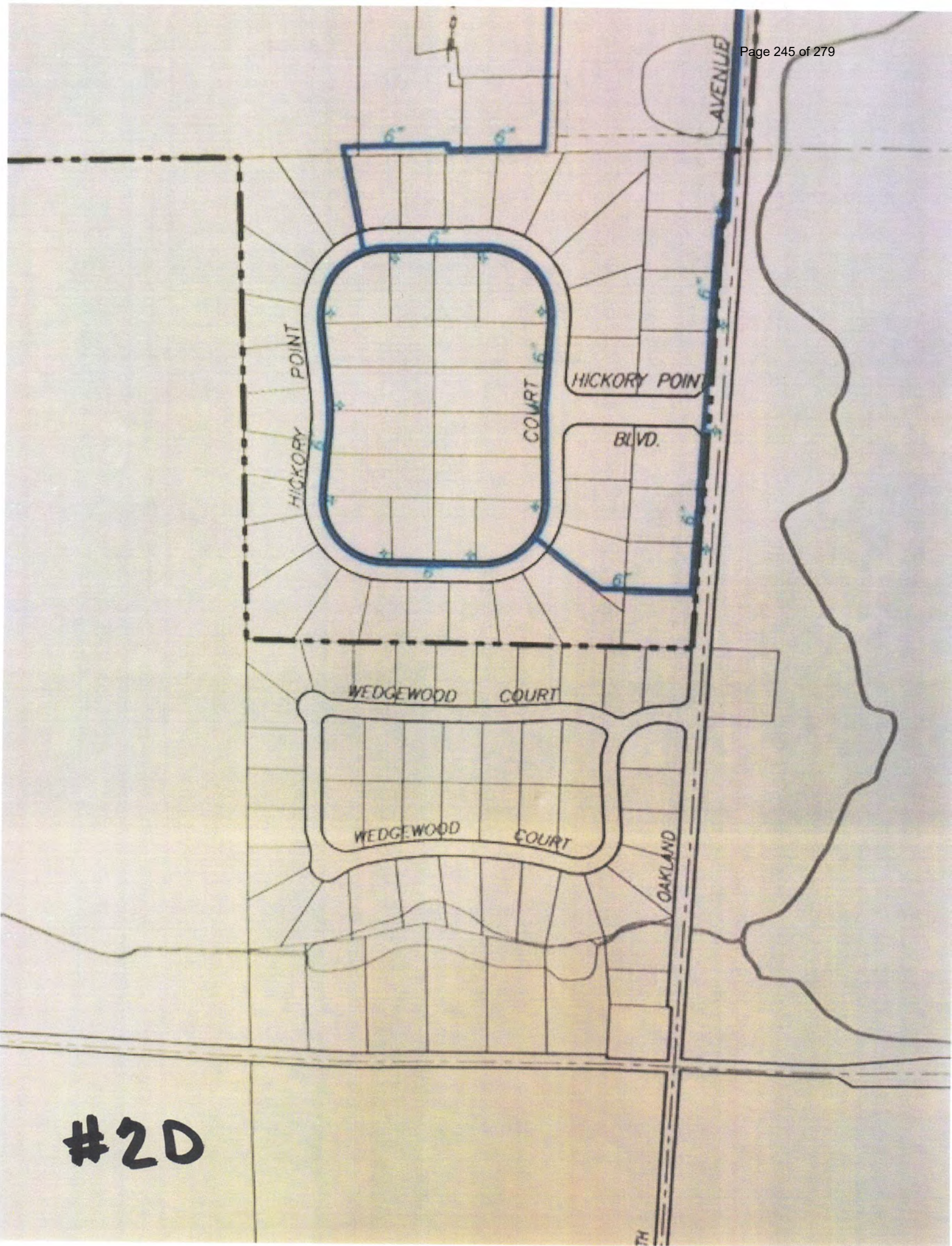
Collectors

#2C

Arterial

Decatur City Limits AGO





#20

RESOLUTION NUMBER ____-2024

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
CITY OF DECATUR FOR THE SUPPLY OF TREATED WATER**

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

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

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, enable units of local government to enter into agreements among themselves and provide authority for intergovernmental cooperation; and,

WHEREAS, the Village and the City desire to enter into an agreement for the provision of a water sharing agreement on the terms and conditions found in the proposed intergovernmental agreement attached hereto as **Exhibit A**; and,

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

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

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

SECTION 2: Approval of Agreement. The Village Board of Trustees hereby approves the intergovernmental Agreement attached hereto as **Exhibit A** and authorizes

the Village President or his designee and the Village Clerk to execute the Agreement and any such necessary accompanying documents to satisfy the terms therein.

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

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

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

SO RESOLVED this 6th day of August, 2024, at Forsyth, Macon County, Illinois.

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

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

EXHIBIT A
Agreement

EXHIBIT 1
AGREEMENT

WHEREAS, the Village of Forsyth ("Village") owns and operates a water works system; and,

WHEREAS, the City of Decatur, Illinois, ("City") owns and operates a water works system; and,

WHEREAS, both parties desire to enter into an Agreement to secure a supply of treated water from the system of either party during episodes occasioned by a temporary failure of either party's water works system or some part thereof, and to define the adjacent water service boundaries of both parties.

For and in consideration of the promises and covenants respectively to be performed by the parties hereto, it is agreed by and between the Village of Forsyth, and the City of Decatur, Illinois, as follows:

1. That the term of this Agreement will be for a period of five (5) years commencing _____ 2024.
2. That any extension or modification of either party's water systems shall be constructed in compliance with the established standards used by the Illinois Environmental Protection Agency for similar construction.
3. That no connection to either party's system for a water service or otherwise shall be made except by a plumber licensed by the State of Illinois or by the respective party's employees.
4. That both parties shall not furnish water service through their systems to any premises unless said premises are served by and connected with a properly installed and

operating sanitary waste disposal facility which may include a properly operating and installed septic tank system conforming with the specifications, standards and regulations of the State of Illinois regarding such systems.

5. (a) That during the term of this Agreement both parties shall be capable of furnishing potable water from their respective water works systems to the other party via one or more water main interconnections, the costs for which are to be divided equally unless decided otherwise by mutual agreement. Water main interconnection(s) quantity of water, location, design, metering, telemetry, operations and maintenance procedures and funding shall be mutually agreed upon by both parties in writing prior to construction and be constructed in compliance with the established standards used by the Illinois Environmental Protection Agency for similar construction. The quantity of water to be so furnished shall be calculated monthly, whether the same is delivered at one or more points of delivery, and the same shall be delivered by both parties at a pressure of not less than 40 pounds static; subject, however, to the provisions of Sections 9 and 12 hereof.

(b) The Village shall notify the City's Water Production Office by telephone (217-424-2831) not later than one (1) hour after any potable water treated by the City is placed into the Village's distribution system, and shall briefly explain such placement and use at such time.

(c) The City shall notify the Village's Public Works Department by telephone (217-877-1653) not later than one (1) hour after any potable water treated by the Village is placed into the City's distribution system, and shall briefly explain such placement and use at such time.

6. That at said watermain interconnection(s) the Village and the City shall furnish and install metering and regulating devices meeting the standards and specifications of

the Village and the City and be made accessible to both parties for reading and inspection. Said metering and regulating devices shall be sealed against tampering or unauthorized adjustment and shall be tested by the Village or the City, at the expense of the testing party, as necessary to assure ongoing accuracy of the system.. The City reserves the right to install telemetry recording devices to said metering with the City being responsible for all installation and maintenance expenses.

7. The quantity of water furnished by either party shall be determined monthly at such time during the month as shall be determined by each party. Within a reasonable time after the quantity of water furnished is determined, the supplying party shall bill the receiving party shall pay said bill on or before the 14th day following the day on which the receiving party is billed. The amounts charged the party receiving water shall be determined by the application of the provisions of general ordinance from time to time passed by the Council or board of the supplying party, which said amounts shall not exceed two (2) times the water charges for commercial monthly services situated within the corporate limits of the Village or the City plus applicable service charges.

8. In the event that the receiving party shall fail to pay the supplying party for water furnished on or before the 14th day on which the receiving party is billed, a penalty of five percent (5%) for each period of thirty (30) days or part thereof that the amount of such bill remains due and unpaid shall be added to the amount thereof and shall be paid by the receiving party.

9. In the event that restrictions upon the use of water, whether as to amount or type of use or otherwise, are established by the Village or the City for the use of water furnished from their respective water systems during any period, the

receiving party shall establish and enforce the same restrictions in a like manner for water furnished from the receiving system during said period.

10. The Village or City may terminate the furnishing of water for nonpayment of water charges. Except for nonpayment of water charges, and except as may be otherwise provided by applicable law, termination shall not be available as a remedy to enforce the provisions of this Agreement, but the parties hereto may resort to action for damages or other appropriate relief to enforce the same or to correct, or obtain restitution for injury occasioned by, violation of the provisions hereof. In the event a violation is claimed, the claiming party shall give notice in writing thereof to the other party, which party shall be given a reasonable time in light of the nature of the violation claimed to correct the same, which time shall be no less than ten (10) days from the date of notice. Provided, however, that any violation resultant upon a cause majeure shall not subject either party to liability hereunder.

11. That the provisions of this Agreement are expressly made subject to the provisions and covenants of any currently outstanding water revenue bond issues or State Revolving Loan terms of either party, and the provisions hereof shall be so construed as to be compatible with and to conform thereto.

12. In the event that the furnishing of water to either party is interrupted or interfered with or infringed upon for whatever reason or by whatever cause, except the negligence of the agents or employees of either party, both parties do hereby release and shall indemnify and hold harmless, the other party from any and all liability or responsibility for the same.

13. Except as expressly provided in Section 5. hereof, all other notices in

connection with this Agreement shall be given when mailed by certified mail, postage prepaid, on the Village to Village Administrator, 301 South Route 51, Forsyth, IL 62535, and on the City to City Manager, City of Decatur, #1 Gary K. Anderson Plaza, Decatur, IL 62523-1196, with a copy to the Corporation Counsel, and the Director of Public Works, at the same address.

Signed, sealed and attested on behalf of the Village of Forsyth, as authorized and directed by the Village Board thereof, by its Mayor and Village Clerk this _____ day of _____, 2024.

VILLAGE OF FORSYTH,

By _____
JIM PECK, MAYOR

ATTEST:

VILLAGE CLERK

Signed, sealed and attested on behalf of the City of Decatur, Illinois, as authorized and directed by the Council thereof, by its Mayor and City Clerk this _____ day of _____, 2024.

CITY OF DECATUR, ILLINOIS,

By _____
JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

NEW BUSINESS

ITEM 10

Mayor / Trustees,

July 31, 2024

Throughout the Village of Forsyth, water hydrants are in desperate need of repainting.

Staff have reviewed the Village's construction standards, development ordinances, talked with HP Fire District / Chastain, etc., and cannot find anywhere where it states that hydrants must be painted with white bodies and green caps and ports. This must have been a board decision some years back.

The purpose of this memo is to inquire about changing the fire hydrant color in the Village back to red. Not a big issue, but just an inquiry. We must repaint the hydrants regardless of color.

The current hydrants are painted over the standard red with white paint, which shows dirt and wear, and green paint which quickly fades. Most of the current hydrants are chipping and showing the red standard color underneath. See provided pictures.

Prairie Winds Sub-Division has red hydrants and going forward, we will need to get new Sub-Divisions pre-painted white / green before installation, if it is decided to stay white / green.

Red hydrants are easier to spot during emergencies and in snow.

Thanks for your input.

Darin – Public Works





NEW BUSINESS

ITEM 11



MEMORANDUM

To: The Honorable President and Board of Trustees
From: Ryan Raleigh, Director of Planning and Zoning
Date: July 17, 2024
Subject: Roof Replacement on Well House #4

The roof on well house #4 was blown off in a high wind event on April 18th. The Village filed a claim with the insurance group, and it has been approved for replacement. The roof was very old and much of the structure under the roof is badly rotted and needs to be rebuilt. We are also wanting to replace the old rolled asphalt roof with a metal roof which we feel will provide better protection and will last longer. Insurance will reimburse the Village \$4,738.72 towards the new roof.

I reached out to three companies to get estimates for replacing the roof. One of the companies declined to provide an estimate since the roof has an access hatch. The estimates were as follows:

Otto's Construction - \$18,830

I-57 Roofing – Declined to provide estimate

Sullivan Contractors - \$10,210

It is the recommendation of the Public Works staff to use Sullivan Contractors.

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

Thank you!

July 12, 2024
PROPOSAL

SULLIVAN
CONTRACTORS

Physical Address
880 E Pershing Rd
Decatur, IL 62524

Mailing Address
PO Box 3233
Decatur, IL 62524

Village of Forsyth
375 Forsyth Parkway
Forsyth, IL 62535
Re: Well 4 Roof Replacement Metal Roofs

This proposal is for the removal and replacement of the roof at Well pump 4. Price is based on prevailing wage.

Included:

- Well 4 Roof Replacement
 - Remove and dispose of existing roof material and framing members
 - Provide and install new 2x10 framing members.
 - OSB on top side of roof for new metal roof panels to fasten too
 - Insulate joist cavity
 - Provide and install plywood ceiling inside of well house
 - Provide and install new skylight
 - Provide and install all metal roof panels and trim for new roof

Total of the above Estimated Job Cost: \$10,210.00

Quote does not include:

- Permits/fees/bonds.
- Architectural/engineering design cost or drawings.
- Hazardous material work
- Electrical, HVAC, plumbing, sprinkler, or alarm/security work unless specifically listed – Other contractors to bid directly to Forsyth
- Insurance coverage above our normal limits
- We will provide certified payroll

All work to be completed in a timely manner. The estimate of this job was limited to what could be seen from either a walk through and or from the plans and scope of work documents that were provided to us. ISC cannot assume responsibility for any physical conditions unknown at the time of this estimate. Invoices related to work resulting from accepting this proposal must be paid within fifteen (15) days of the invoice date. Any invoices not paid within the fifteen (15) days are subject to a 1.5% monthly service fee for all late payments.

Pricing good for 15 days.

Thank you,

Reed Sullivan – Estimator & Project Manager

Approved By: _____

Signature

Print Name

Otto's Const., LLC DBA Roofs by Otto's
PO Box 17
Arthur, IL 61911
+12179281072



Estimate

ADDRESSEE
John Newell
Village Of Forsyth
590 E Cox St
Forsyth, IL 62535

SHIP TO
John Newell
Village Of Forsyth
590 E Cox St
Forsyth, IL 62535

ESTIMATE
3578
DATE
06/12/2024
CALLER
Lyle@217-254-0692

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Labor and Materials	Labor and materials to repair roof on pump house Remove and replace rafters that are bad Remove and replace fascia boards Remove and replace 5/8" osb roof decking Remove and replace ceiling plywood Remove and replace insulation Replace scuttle hole on roof Install high ice and water guard on roof Install standing seam metal (26 gauge) mechanical seamed Install trim for all metal Install g-rib metal on gable ends Trash disposal included All elect and etc will need to be removed from ceiling before demo starts	1	18,830.00	18,830.00
					18,830.00
					0.00
					\$18,830.00

NEW BUSINESS

ITEM 12



MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
 From: Jeremy Buening, P.E., S.E.
 Date: August 6, 2024
 cc: Ms. Jill Applebee, Village Administrator
 Mr. Darin Fowler, Public Works Director
 Re: Forsyth Pavement Striping Construction Assistance

Honorable Mayor and Trustees,

Per the Village FY2024 budget, \$170,000 was included for the construction and construction observation of this project. Originally, the plan for striping included providing striping down the middle and along the sides of every neighborhood (with the exception of Woodland Hills), hence the large budget number. However, during the design phase and consultation with Village Staff, it was decided to reduce striping in the neighborhoods to only stop bars and crosswalks where appropriate, drastically reducing the amount of planned striping. At the July 16, 2024 Village Board Meeting, the Board approved a bid from Varsity Striping for \$37,530. We propose providing lite construction assistance for this project of project management and administration as well as checking to make sure all the work was complete, in the amount of \$6,250. Here is the breakdown of the budgeted costs.

Budget for Construction and Observation	\$170,000
Contractor's Bid	\$ 37,530
<u>Proposed Construction Assistance Amount</u>	<u>\$ 6,250</u>
<i>Estimated Remaining Village Budget</i>	<i>\$126,220</i>

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

CONSULTING ENGINEERS
SERVICE | SOLUTIONS | COMMITMENT™

AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT DATA:

DATE OF AGREEMENT:	JOB NUMBER: 8811.01
PROJECT NAME: Pavement Striping Construction Assistance	LOCATION:
START DATE: TBD	ESTIMATED COMPLETION DATE: TBD
CLIENT: Village of Forsyth	CLIENT CONTACT: Jill Applebee
BILLING ADDRESS: 301 S US Route 51, Forsyth IL 62535	CLIENT PHONE NUMBER: 217-877-9445
BILLING EMAIL ADDRESS: japplebee@forsyth-il.gov	

SCOPE OF SERVICES: See attached Memo.

FEE BASIS: ☐ Lump Sum Amount enter text
☒ Estimated Cost (figured on time and material basis) \$6,250.00

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

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

CLIENT

BY (Printed Name): _____

DATE: _____

SIGNATURE: _____

TITLE: _____

CHASTAIN & ASSOCIATES LLC

BY (Printed Name): _____

DATE: _____

SIGNATURE: _____

TITLE: _____

CHASTAIN & ASSOCIATES LLC
Consulting Engineers

AGREEMENT FOR PROFESSIONAL SERVICES
TERMS AND CONDITIONS

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

AMENDMENTS

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

FEE BASIS (COMPENSATION FOR PROFESSIONAL SERVICES)

The basis for compensation will be either 1) Lump-Sum Amount as noted on the face of this Agreement or 2) Estimated Amount (figured on time and materials basis) is invoicing for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Schedule of Hourly Rates (available upon request) in effect at the time the work was performed plus reimbursable expenses.

"Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work, including but not limited to the following:

Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost. A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$200.00 per day. The use of a drone for aerial surveys or photography will be invoiced at \$50.00 per hour. Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 58.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day. A 10% administration fee will be added to all outside vendor expenses.

DEPOSITIONS AND EXPERT WITNESS

All time spent for the preparation of and providing depositions or expert witness shall be billed at a rate of 2.0 times the normal billed rate of all staff involved.

TIME OF PAYMENT

The Consultant may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for professional services will be due and payable upon the issuance of the Consultant's invoice. We bill for work done each month by the 10th of the following month.

LATE PAYMENT

If the Client fails to make any payment due the Consultant for services and expenses within 30 days of invoice issuance, a service charge of 1.5% (annual rate of 18%) per month may be added to the Client's account at the Consultant's discretion. Client further agrees to pay all expenses of collection, including court costs and reasonable attorney fees, should it become necessary to refer Client's account for collection. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Furthermore, if payment is not received within 90 days of the invoice date, any time spent trying to collect the amount will also be charged to the client, above and beyond the contract amount/limit.

LIMITATION OF LIABILITY

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

AUTHORITY AND RESPONSIBILITY

The Consultant shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. In the event we are not providing site observation services, the Client will indemnify and hold Consultant harmless for claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the contract documents to reflect changed field or other conditions.

DULY AUTHORIZED SIGNATORIES

Each party represents and warrants that its signatory whose signature appears on this Agreement has been, and is on the date of this Agreement, duly authorized by all necessary corporate or other appropriate action to execute this Agreement.

TERMINATION

This Agreement may be terminated by either party within 15 days after receiving written notice. Any termination shall only be for good cause such as for legal disputes, unavailability of adequate financing or major changes in the work. In the event of any termination, the Consultant will be paid for all services and expenses rendered to the date of termination on a basis of the Schedule of Rates plus reimbursable expenses and reasonable termination costs.

DELIVERABLES AND ELECTRONIC FILES

Plans, drawings, specifications, documents on electronic media and all electronic files are instruments of Consultant's professional service and remain the property of the Consultant. Electronic files are supplied in the software format currently in use by the Consultant, who has no control over deterioration or functional obsolescence due to upgraded versions of software programs. Information contained in electronic files is valid only for 60 days following delivery to the Client, and the Consultant is not responsible for data deterioration within the file or changes outside of our control.

RECORD DOCUMENTS

Upon completion of Work, the Consultant, when required by the Client, shall compile for and deliver to the Client a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume will be reliable, the Consultant cannot and does not warrant their accuracy.

REUSE OF DOCUMENTS

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ESTIMATES OF COST

Estimates of probable project cost that may be provided for herein are to be made on the basis of the Consultant's experience and qualifications and represent their best judgment as a professional familiar with the industry, but Consultant cannot and does not guarantee that proposals, bids or the cost will not vary from estimate of probable cost prepared by them. If the Client wishes greater assurance as to the Cost, they shall employ an independent cost estimator.

INFORMATION PROVIDED BY OTHERS

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

DISPUTE RESOLUTION

This Agreement shall be governed according to the laws of the State of Illinois. Venue for any legal or equitable action between the Client and the Consultant, which relates to this Agreement, shall be in the courts located in Macon County, Illinois.

NEW BUSINESS

ITEM 13

MEMORANDUM



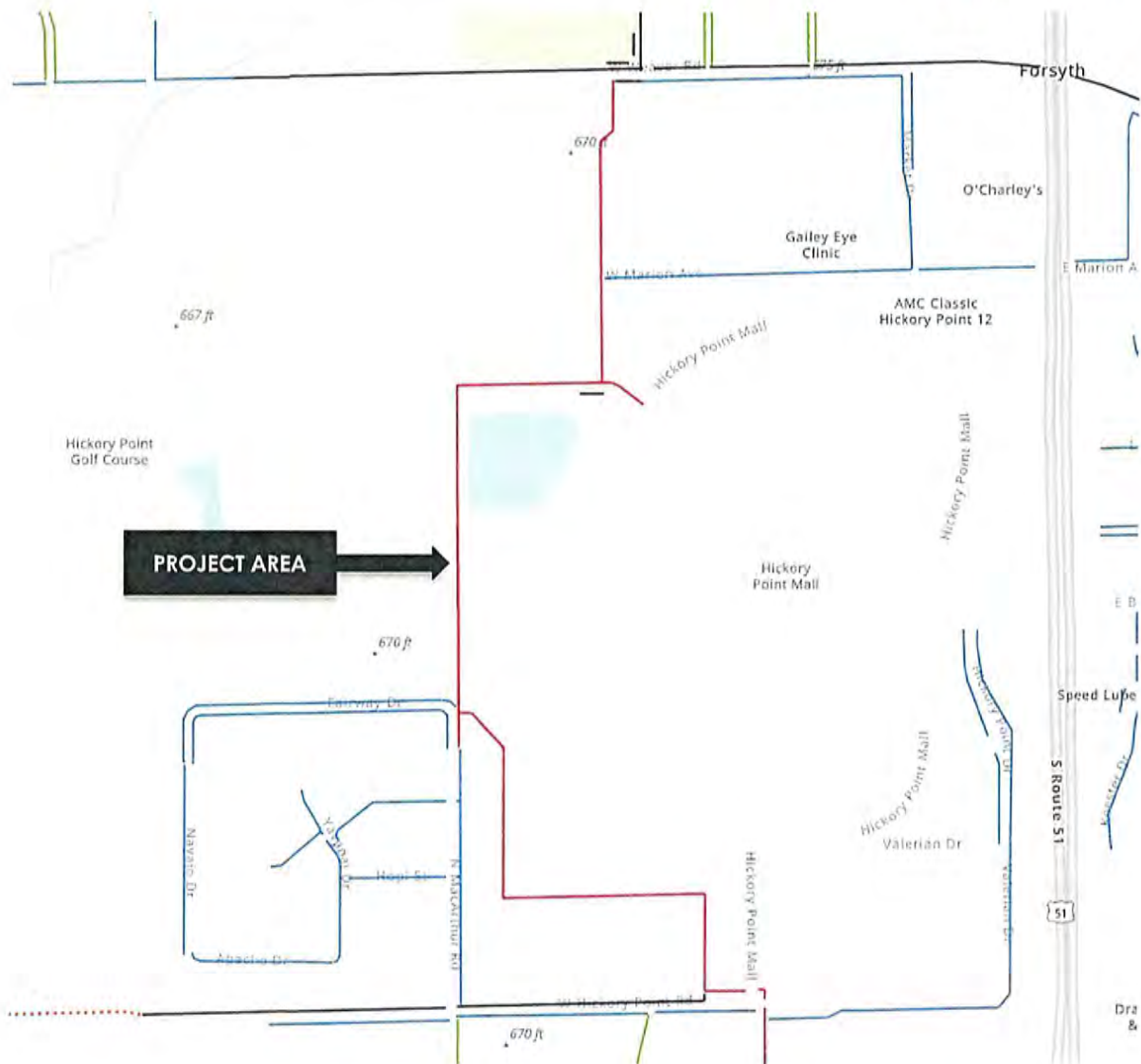
To: Village of Forsyth Mayor and Board of Trustees
From: Jeremy Buening, P.E., S.E.
Date: August 6, 2024
cc: Ms. Jill Applebee, Village Administrator
 Mr. Darin Fowler, Public Works Director
Re: Forsyth Bike Path Rehabilitation Construction Assistance – Hickory Point
 Rd to Weaver Rd

Honorable Mayor and Trustees,

Per the Village FY2024 budget, \$340,000.00 was included for the construction and construction assistance on this project. At the July 16, 2024 Meeting, the Board approved a contract bid for Dunn Co. to complete the construction rehabilitation of the path for \$272,002.00. After conversations with Dunn Co. and with Village Staff, we propose to provide minimal construction assistance on this project. We will assist with the pre-construction meeting, the necessary project management and administration, contractor assistance, and minimal onsite observation as needed at a cost of \$18,500.

Budget for Construction and Observation	\$340,000
Actual Contractor's Bid	\$272,002
<u>Proposed Construction Assistance Amount</u>	<u>\$ 18,500</u>
<i>Estimated Remaining Village Budget</i>	<i>\$ 49,498</i>

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



CONSULTING ENGINEERS
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AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT DATA:

DATE OF AGREEMENT:	JOB NUMBER: 8822.01
PROJECT NAME: Mall Path Rehabilitation Construction Assistance	LOCATION:
START DATE: TBD	ESTIMATED COMPLETION DATE: TBD
CLIENT: Village of Forsyth	CLIENT CONTACT: Jill Applebee
BILLING ADDRESS: 301 S US Route 51, Forsyth IL 62535	CLIENT PHONE NUMBER: 217-877-9445
BILLING EMAIL ADDRESS: japplebee@forsyth-il.gov	

SCOPE OF SERVICES: See attached Memo.

FEE BASIS: ☐ Lump Sum Amount
☒ Estimated Cost (figured on time and material basis) \$18,500

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

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

CLIENT

BY (Printed Name): _____

DATE: _____

SIGNATURE: _____

TITLE: _____

CHASTAIN & ASSOCIATES LLC

BY (Printed Name): _____

DATE: _____

SIGNATURE: _____

TITLE: _____

CHASTAIN & ASSOCIATES LLC
Consulting Engineers

AGREEMENT FOR PROFESSIONAL SERVICES
TERMS AND CONDITIONS

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

AMENDMENTS

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

FEE BASIS (COMPENSATION FOR PROFESSIONAL SERVICES)

The basis for compensation will be either 1) Lump-Sum Amount as noted on the face of this Agreement or 2) Estimated Amount (figured on time and materials basis) is invoicing for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Schedule of Hourly Rates (available upon request) in effect at the time the work was performed plus reimbursable expenses.

"Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work, including but not limited to the following:

Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost. A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$200.00 per day. The use of a drone for aerial surveys or photography will be invoiced at \$50.00 per hour. Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 58.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day. A 10% administration fee will be added to all outside vendor expenses.

DEPOSITIONS AND EXPERT WITNESS

All time spent for the preparation of and providing depositions or expert witness shall be billed at a rate of 2.0 times the normal billed rate of all staff involved.

TIME OF PAYMENT

The Consultant may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for professional services will be due and payable upon the issuance of the Consultant's invoice. We bill for work done each month by the 10th of the following month.

LATE PAYMENT

If the Client fails to make any payment due the Consultant for services and expenses within 30 days of invoice issuance, a service charge of 1.5% (annual rate of 18%) per month may be added to the Client's account at the Consultant's discretion. Client further agrees to pay all expenses of collection, including court costs and reasonable attorney fees, should it become necessary to refer Client's account for collection. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Furthermore, if payment is not received within 90 days of the invoice date, any time spent trying to collect the amount will also be charged to the client, above and beyond the contract amount/limit.

LIMITATION OF LIABILITY

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

AUTHORITY AND RESPONSIBILITY

The Consultant shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. In the event we are not providing site observation services, the Client will indemnify and hold Consultant harmless for claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the contract documents to reflect changed field or other conditions.

DULY AUTHORIZED SIGNATORIES

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ESTIMATES OF COST

Estimates of probable project cost that may be provided for herein are to be made on the basis of the Consultant's experience and qualifications and represent their best judgment as a professional familiar with the industry, but Consultant cannot and does not guarantee that proposals, bids or the cost will not vary from estimate of probable cost prepared by them. If the Client wishes greater assurance as to the Cost, they shall employ an independent cost estimator.

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DISPUTE RESOLUTION

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NEW BUSINESS

ITEM 14



MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
 From: Jeremy Buening, P.E., S.E.
 Date: August 6, 2024
 cc: Ms. Jill Applebee, Village Administrator
 Mr. Darin Fowler, Public Works Director
 Re: Grayhawk 1st Addition Pavement Patching and Gutter Repairs
 Construction Assistance

Honorable Mayor and Trustees,

Chastain has prepared a contract to provide services to the Village for construction assistance on the pavement patching repairs, in Grayhawk 1st Addition. Our scope of work includes onsite field observation, administration and management of the project, and contractor coordination.

Per the Village FY2024 budget, \$230,000 is included for the Construction and Observation services on this project of which we estimate observation and assistance to be \$30,000. The Board approved a bid from Dunn Co. in the amount of \$139,680.25 at the July 16th Board Meeting. Here is a breakdown of the Village's Budget and Associated costs with Grayhawk to date:

Budget for Construction and Observation	\$230,000.00
Contractor's Bid	-\$139,680.25
Proposed Construction Assistance Amount	-\$ 11,800.00
<i>Estimated Remaining Village Budget</i>	<i>\$ 78,519.75</i>

Based on the previous work in Grayhawk, discussions with the contractor and Village Staff, it was decided that full depth patches were not needed in every patch, as originally thought. This resulted in a significant savings for the Village.

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

CONSULTING ENGINEERS
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AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT DATA:

DATE OF AGREEMENT:	JOB NUMBER: 8813.01
PROJECT NAME: Grayhawk 1st Add Construction Assistance	LOCATION:
START DATE: TBD	ESTIMATED COMPLETION DATE: TBD
CLIENT: Village of Forsyth	CLIENT CONTACT: Jill Applebee
BILLING ADDRESS: 301 S US Route 51, Forsyth IL 62535	CLIENT PHONE NUMBER: 217-877-9445
BILLING EMAIL ADDRESS: japplebee@forsyth-il.gov	

SCOPE OF SERVICES: See attached.

FEE BASIS: ☐ Lump Sum Amount enter text
☒ Estimated Cost (figured on time and material basis) \$11,800.00

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

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CLIENT

BY (Printed Name): _____

DATE: _____

SIGNATURE: _____

TITLE: _____

CHASTAIN & ASSOCIATES LLC

BY (Printed Name): _____

DATE: _____

SIGNATURE: _____

TITLE: _____

CHASTAIN & ASSOCIATES LLC
Consulting Engineers

AGREEMENT FOR PROFESSIONAL SERVICES
TERMS AND CONDITIONS

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

AMENDMENTS

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FEE BASIS (COMPENSATION FOR PROFESSIONAL SERVICES)

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DEPOSITIONS AND EXPERT WITNESS

All time spent for the preparation of and providing depositions or expert witness shall be billed at a rate of 2.0 times the normal billed rate of all staff involved.

TIME OF PAYMENT

The Consultant may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for professional services will be due and payable upon the issuance of the Consultant's invoice. We bill for work done each month by the 10th of the following month.

LATE PAYMENT

If the Client fails to make any payment due the Consultant for services and expenses within 30 days of invoice issuance, a service charge of 1.5% (annual rate of 18%) per month may be added to the Client's account at the Consultant's discretion. Client further agrees to pay all expenses of collection, including court costs and reasonable attorney fees, should it become necessary to refer Client's account for collection. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

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DISPUTE RESOLUTION

This Agreement shall be governed according to the laws of the State of Illinois. Venue for any legal or equitable action between the Client and the Consultant, which relates to this Agreement, shall be in the courts located in Macon County, Illinois.

NEW BUSINESS

ITEM 15



MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
 From: Jeremy Buening, P.E., S.E.
 Date: August 6, 2024
 cc: Ms. Jill Applebee, Village Administrator
 Mr. Darin Fowler, Public Works Director
 Re: Avalon Blvd and Prairie at Talon Intersection Reconstruction Construction Services

Honorable Mayor and Trustees,

Chastain has prepared a contract to provide services to the Village for the construction reconstruction of Avalon Blvd and at the intersection at Talon Lane and Prairie Lane in Grayhawk Addition.

Per the Village FY2024 budget, \$6500,000 was included for both projects (Avalon - \$460,000 and Talon and Prairie - \$190,000) for Construction and Observation services on this project. The projects were bid together to assist with the realized cost savings. At the July 16, 2024 Village Board Meeting, the Board approved a bid from Dunn Co. for the construction of these two projects in the amount of \$529,389.00. Chastain proposes to provide the Village with construction assistance for these projects in the amount of \$52,750. A breakdown of the Villages projected costs can be found below:

Budget for Construction and Observation	\$650,000
Contractor's Bid	\$529,389
<u>Proposed Construction Assistance Amount</u>	<u>\$ 52,750</u>
<i>Estimated Remaining Village Budget</i>	<i>\$ 67,861</i>

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



CHASTAIN & ASSOCIATES
 CONSULTING ENGINEERS
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AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT DATA:

DATE OF AGREEMENT:	JOB NUMBER: 8301.01
PROJECT NAME: Avalon-Talon-Prairie Construction Assistance	LOCATION:
START DATE: TBD	ESTIMATED COMPLETION DATE: TBD
CLIENT: Village of Forsyth	CLIENT CONTACT: Jill Applebee
BILLING ADDRESS: 301 S US Route 51, Forsyth IL 62535	CLIENT PHONE NUMBER: 217-877-9445
BILLING EMAIL ADDRESS: japplebee@forsyth-il.gov	

SCOPE OF SERVICES: See attached.

FEE BASIS: ☐ Lump Sum Amount enter text
☒ Estimated Cost (figured on time and material basis) \$52,750.00

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

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CLIENT

BY (Printed Name): _____

DATE: _____

SIGNATURE: _____

TITLE: _____

CHASTAIN & ASSOCIATES LLC

BY (Printed Name): _____

DATE: _____

SIGNATURE: _____

TITLE: _____

CHASTAIN & ASSOCIATES LLC
Consulting Engineers

AGREEMENT FOR PROFESSIONAL SERVICES
TERMS AND CONDITIONS

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AMENDMENTS

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

FEE BASIS (COMPENSATION FOR PROFESSIONAL SERVICES)

The basis for compensation will be either 1) Lump-Sum Amount as noted on the face of this Agreement or 2) Estimated Amount (figured on time and materials basis) is invoicing for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Schedule of Hourly Rates (available upon request) in effect at the time the work was performed plus reimbursable expenses.

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LATE PAYMENT

If the Client fails to make any payment due the Consultant for services and expenses within 30 days of invoice issuance, a service charge of 1.5% (annual rate of 18%) per month may be added to the Client's account at the Consultant's discretion. Client further agrees to pay all expenses of collection, including court costs and reasonable attorney fees, should it become necessary to refer Client's account for collection. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Furthermore, if payment is not received within 90 days of the invoice date, any time spent trying to collect the amount will also be charged to the client, above and beyond the contract amount/limit.

LIMITATION OF LIABILITY

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

AUTHORITY AND RESPONSIBILITY

The Consultant shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. In the event we are not providing site observation services, the Client will indemnify and hold Consultant harmless for claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the contract documents to reflect changed field or other conditions.

DULY AUTHORIZED SIGNATORIES

Each party represents and warrants that its signatory whose signature appears on this Agreement has been, and is on the date of this Agreement, duly authorized by all necessary corporate or other appropriate action to execute this Agreement.

TERMINATION

This Agreement may be terminated by either party within 15 days after receiving written notice. Any termination shall only be for good cause such as for legal disputes, unavailability of adequate financing or major changes in the work. In the event of any termination, the Consultant will be paid for all services and expenses rendered to the date of termination on a basis of the Schedule of Rates plus reimbursable expenses and reasonable termination costs.

DELIVERABLES AND ELECTRONIC FILES

Plans, drawings, specifications, documents on electronic media and all electronic files are instruments of Consultant's professional service and remain the property of the Consultant. Electronic files are supplied in the software format currently in use by the Consultant, who has no control over deterioration or functional obsolescence due to upgraded versions of software programs. Information contained in electronic files is valid only for 60 days following delivery to the Client, and the Consultant is not responsible for data deterioration within the file or changes outside of our control.

RECORD DOCUMENTS

Upon completion of Work, the Consultant, when required by the Client, shall compile for and deliver to the Client a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume will be reliable, the Consultant cannot and does not warrant their accuracy.

REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional services and client agrees that this information shall be only used for the project originally intended. They are not intended or represented to be suitable for reuse by Client or others, on extensions of this work, or on any other work. Client agrees to indemnify and hold Consultant harmless from claims resulting from unauthorized reuse of electronic files or unauthorized changes made by Client or others to files in the Client's possession.

ESTIMATES OF COST

Estimates of probable project cost that may be provided for herein are to be made on the basis of the Consultant's experience and qualifications and represent their best judgment as a professional familiar with the industry, but Consultant cannot and does not guarantee that proposals, bids or the cost will not vary from estimate of probable cost prepared by them. If the Client wishes greater assurance as to the Cost, they shall employ an independent cost estimator.

INFORMATION PROVIDED BY OTHERS

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

DISPUTE RESOLUTION

This Agreement shall be governed according to the laws of the State of Illinois. Venue for any legal or equitable action between the Client and the Consultant, which relates to this Agreement, shall be in the courts located in Macon County, Illinois.