

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, ILLINOIS
6:30 P.M.
TUESDAY, DECEMBER 19, 2023
VILLAGE HALL, 301 SOUTH ROUTE 51, FORSYTH, ILLINOIS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA: Items listed under the Consent Agenda are considered to be routine in nature and will be acted upon by one motion and one vote. If separate action on any particular item is desired, the item will be removed from the Consent Agenda and will be considered separately.

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF DECEMBER 5, 2023
2. APPROVAL OF WARRANTS
3. APPROVAL OF TREASURER'S REPORT FOR THE MONTH OF NOVEMBER, 2023

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

ADMINISTRATION REPORTS

1. LAW ENFORCEMENT REPORT
2. VILLAGE STAFF REPORTS

OLD BUSINESS

1. DISCUSSION AND POTENTIAL ACTION REGARDING FAMILY SPORTS AND NATURE PARK PHASE 1 RECOMMENDATION OF AWARD (VILLAGE ENGINEER JEREMY BUENING)
2. DISCUSSION AND POTENTIAL ACTION REGARDING DEVELOPMENT OF LOT 4 IN PRAIRIE WINDS (VILLAGE ADMINISTRATOR JILL APPLEBEE)

NEW BUSINESS

1. DISCUSSION AND POTENTIAL ACTION REGARDING CHANGE ORDER FOR GRAYHAWK PAVEMENT MAINTENANCE (VILLAGE ENGINEER JEREMY BUENING)
2. DISCUSSION AND POTENTIAL ACTION REGARDING CHANGE ORDER FOR EASTSIDE BIKE PATH (VILLAGE ENGINEER JEREMY BUENING)

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSION

ADJOURNMENT

Join Zoom meeting

<https://us06web.zoom.us/j/84020469366>

Meeting ID: 840 2046 9366

One tap mobile +1 312 626 6799 US (Chicago)

CONSENT AGENDA

ITEM 1

**MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF FORSYTH, ILLINOIS,
HELD AT 6:30 P.M. ON TUESDAY, DECEMBER 5, 2023
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 Lauren Young, Trustee Marilyn Johnson, Trustee Dave Wendt, Trustee Jeremy Shaw, Trustee Jeff London

Absent: Trustee Bob Gruenewald

Staff Present: Administrator Jill Applebee, Village Treasurer Rhonda Stewart, Finance Assistant Glenda Hoffman, Village Clerk Cheryl Marty, Public Works Director Darin Fowler, Village Engineer Jeremy Buening

Others Present: Matt & Hiliary Crawford

CONSENT AGENDA

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF NOVEMBER 21, 2023
2. APPROVAL OF WARRANTS

MOTION

Trustee Wendt made a Motion to approve the Consent Agenda as presented and with the brief correction to the minutes as noted and Trustee Young seconded the Motion.

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

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

Motion declared carried.

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

None.

ADMINISTRATION REPORTS

1. Law Enforcement Report - None.

2. Village Staff Reports

Mayor Peck thanked all who helped out with the Mayor's Challenge last Saturday, it was a huge success. He also thanked all the staff for the tree lighting ceremony, which was very well attended. This weekend is Rudolph's Village Market so kudos to Administrator Applebee. The Phillips Pipeline has lots of activity but the staff is not exactly sure what type of work is being done. Sports and Nature Park bids are being opened this weekend per Village Engineer Buening and work will start first thing in the spring. The Westerman easements are on schedule for filing.

OLD BUSINESS

1. ORDINANCE NUMBER 2023-38 AN ORDINANCE ACCEPTING PROPOSAL FROM MIDWEST ATHLETIC FIELDS LLC (ADMINISTRATOR JILL APPLEBEE)

Public Works Director Fowler summarized the details of the quote for \$114,350.00 for enhancements to be made to diamonds 1, 2, 3, 4 and 5. A brief discussion was held.

MOTION

Trustee Wendt made a Motion to approve the Ordinance accepting proposal from Midwest Athletic Fields LLC as presented and Trustee Young seconded the Motion.

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

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

Motion declared carried.

2. ORDINANCE NUMBER 2023-39 AN ORDINANCE AMENDING CODE TO INCREASE WATER AND SEWER RATES (VILLAGE TREASURER RHONDA STEWART)

Village Treasurer Stewart summarized the previous discussion on this topic. A brief discussion was held.

MOTION

Trustee Wendt made a Motion to approve the Ordinance amending code to increase water and sewer rates as presented and Trustee Young seconded the Motion.

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

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

Motion declared carried.

3. RESOLUTION NUMBER 20-2023 A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MACON COUNTY FOR THE PROVISION OF POLICE SERVICES (ADMINISTRATOR JILL APPLEBEE)
Administrator Applebee explained the details of negotiating their services to which both parties ultimately agreed. A brief discussion ensued with the following wording change agreed upon by the Board and anticipated to be agreed upon also by the Macon County Sheriff's department: The Sheriff ~~shall~~ may purchase with the written consent of the Village and at the Village's expense, new patrol vehicles (make and model to be determined by the Village) with all necessary equipment according to the following schedule.

MOTION

Trustee Wendt made a Motion to approve the Resolution approving an intergovernmental agreement with Macon County for the provision of police services as presented with the additional change as described above and Trustee Young seconded the Motion.

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

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

Motion declared carried.

4. DISCUSSION AND POTENTIAL ACTION REGARDING APPROVAL OF 2024 BUDGET (VILLAGE TREASURER RHONDA STEWART)
Village Treasurer Stewart explained her brief memo outlining the changes. The Board held a short discussion.

MOTION

Trustee Wendt made a Motion to approve the 2024 budget as presented and Trustee Young seconded the Motion.

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

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

Motion declared carried.

NEW BUSINESS

1. RESOLUTON NUMBER 19-2023 A RESOLUTION AMENDING 2023 BUDGET (VILLAGE TREASURER RHONDA STEWART)

Village Treasurer Stewart explained the expected amendments to the 2023 budget, and she recommended approval to the Board. Board members asked several questions then agreed to a Motion.

MOTION

Trustee Wendt made a Motion to approve the Resolution amending the 2023 budget as presented and Trustee Johnson seconded the Motion.

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

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

Motion declared carried.

2. DISCUSSION AND POTENTIAL ACTION REGARDING POTENTIAL TIF OPTION FOR CRAWFORDS (ADMINISTRATOR JILL APPLEBEE)

Administrator Applebee explained that Matt and Hiliary Crawford would like to purchase 12.5 acres (rather than 10 acres) for the total cost of \$184,684.82, which is 80% of appraised value. She confirmed the Board needs to identify what percentage of the developer share they would like to offer. A lengthy discussion ensued that included the topics of the types of retail development and its location along with installation of road locations. Ultimately the Board wanted further discussion. Mayor Peck summarized that

Crawfords want to buy 12.5 acres for around \$185,000 (80% of appraised value), and four lots on County 20 would all be commercial development. Several Board members were unclear on road location and the funding of that construction. Administrator Applebee confirmed she would provide an updated drawing for their review. All agreed to delay any TIF decision tonight and will address the topic again perhaps at the next Board meeting.

No Motion needed.

3. DISCUSSION AND POTENTIAL ACTION REGARDING CHASTAIN CONSTRUCTION PHASE SERVICES CONTRACT FOR WATER TREATMENT PLANT MAINTENANCE PROJECT (VILLAGE ENGINEER JEREMY BUENING)
Village Engineer Buening explained the general details and need for this construction phase services contract. A brief discussion ensued with all agreeing that it should not exceed \$49,800.

MOTION

Trustee Wendt made a Motion to approve the Chastain Construction phase services contract as presented and also not to exceed \$49,800 and Trustee Young seconded the Motion.

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

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

Motion declared carried.

MOTION

Trustee Wendt made a Motion to move to Closed Session and Trustee Young seconded the Motion.

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

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

Motion declared carried.

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSION

5 ILCS 120/2(c)(2): Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.

5 ILCS 120/2(c)(21): Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

MOTION

Trustee Wendt made a Motion to approve the closed minutes of November 7, 2023 as presented and Trustee Johnson seconded the Motion.

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

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

Nays: 0 – None

Absent: 1 – Gruenewald

Motion declared carried.

MOTION

Trustee Wendt made a Motion to approve the pay increase for collective bargaining as presented and Trustee London seconded the Motion.

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

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

Nays: 0 – None

Absent: 1 – Gruenewald

Motion declared carried.

ADJOURNMENT

Trustee Wendt made the Motion to adjourn and Trustee Young seconded the Motion. All Board members agreed by voice vote, and the meeting was adjourned at 8:50 P.M.

By: Cheryl Marty
Village Clerk

CONSENT AGENDA

ITEM 2

SYS DATE:12/15/23

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 9

SYS TIME:09:40

[NW1]

Page 10 of 61

DATE: 12/19/23

Tuesday December 19,2023

PAGE 1

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 121 COFFEE RUN LLC 000433	01-10-917	HOT CHOCOLATE FOR XMAS TREE LIGHTIN	190.00	190.00
01 AIRWELD, INC. 00609900	51-00-656	CYLINDER YEARLY LEASE	36.00	36.00
01 ALTMAN MONITORING SOLUTIONS 2094	01-53-511	CAMERA SYSTEM FOR LIBRARY	7363.00	7363.00
01 ANDERSON BROTHERS ENTERPRISES, 385	01-52-617	GROUND MAINT (4/5)	1000.00	1000.00
01 ATLAS LOCK, INC. 47793	01-41-652	KEYS-OP SUPPLIES	12.00	12.00
01 BABY TALK, INC. BT 11 2023 015	01-53-913	BABY TALK TIMES FOR NOV '23	320.00	320.00
01 BARCOM SECURITY 22406	51-00-549	CELL MONITORING JAN-MAR '24	288.00	288.00
01 BAKER & TAYLOR, INC 121523	01-53-671	BOOKS	2605.30	1862.52
121523-1	01-53-671	BOOKS		742.78
01 BEST ONE OF CENTRAL IL 315966	01-41-512	BACKHOE TIRES	3600.14	2548.38
396212	01-41-513	TIRES FOR 2015 FORD F250		1051.76
01 CARDMEMBER SERVICE 121523	01-11-560	CLASSES FOR J APPLEBEE	7481.73	3668.46
121523	01-10-917	RUDOLPH MARKET & XMAS TREE LIGHTING		2470.66
121523	01-11-929	MISC EXP		235.29
121523	01-41-929	MISC EXP		90.75
121523	01-41-651	OFFICE SUPPLIES		91.99
121523	01-41-571	UTILITIES		120.00
121523	01-41-549	OTHER PROF SERVICES		253.44
121523	01-53-651	OFFICE SUPPLIES		7.99
121523	01-53-913	PROGRAMMING		334.78
121523	01-53-681	AUDIO VISUAL		19.96
121523	01-11-651	OFFICE SUPPLIES		188.41
01 BLACKSTONE AUDIO, INC 2130232	01-53-681	AUDIO VISUAL	47.95	47.95
01 HEALTH CARE SERVICE CORPORATIO 121523	01-11-451	JAN '24 HEALTH INSURANCE	15267.15	823.53
121523	01-11-451	JAN '24 HEALTH INSURANCE		1441.18
121523	01-11-451	JAN '24 HEALTH INSURANCE		823.53
121523	01-11-451	JAN '24 HEALTH INSURANCE		823.53
121523	01-11-451	JAN '24 HEALTH INSURANCE		823.53
121523	01-52-451	JAN '24 HEALTH INSURANCE		1441.18
121523	01-52-451	JAN '24 HEALTH INSURANCE		714.96-
121523	01-52-451	JAN '24 HEALTH INSURANCE		823.53
121523	01-52-451	JAN '24 HEALTH INSURANCE		1966.18
121523	01-53-451	JAN '24 HEALTH INSURANCE		823.53
121523	01-53-451	JAN '24 HEALTH INSURANCE		823.53

DATE: 12/19/23

Tuesday December 19,2023

PAGE 2

Page 11 of 61

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
121523	01-53-451	JAN '24 HEALTH INSURANCE		823.53
121523	01-41-451	JAN '24 HEALTH INSURANCE		823.53
121523	01-41-451	JAN '24 HEALTH INSURANCE		823.53
121523	01-41-451	JAN '24 HEALTH INSURANCE		823.53
121523	01-41-451	JAN '24 HEALTH INSURANCE		823.53
121523	51-00-451	JAN '24 HEALTH INSURANCE		1966.18
121523	52-00-451	JAN '24 HEALTH INSURANCE		714.97-
01 BLUEROCK EVENT SOLUTIONS LLC			838.00	
E68248FC-2	01-10-917	EXTRAS FOR RUDOLPH MARKET		838.00
01 BOB & RON'S REPAIR SERVICE, IN			2558.92	
57006	01-41-513	VEHICLE MAINT SERV		2558.92
01 SPRINGFILED ELECTRIC SUPPLY CO			298.98	
S010627012.001	51-00-612	EQUIP MAINT CO2 TANK		298.98
01 BENEFIT PLANNING CONSULTANTS,			117.16	
121523	01-11-549	JAN '24 HRA/COBRA INSURANCE		7.70
121523	01-11-549	JAN '24 HRA/COBRA INSURANCE		7.70
121523	01-11-549	JAN '24 HRA/COBRA INSURANCE		7.70
121523	01-11-549	JAN '24 HRA/COBRA INSURANCE		7.70
121523	01-11-549	JAN '24 HRA/COBRA INSURANCE		7.71
121523	01-11-549	JAN '24 HRA/COBRA INSURANCE		4.63
121523	01-11-549	JAN '24 HRA/COBRA INSURANCE		7.71
121523	01-11-549	JAN '24 HRA/COBRA INSURANCE		7.71
121523	01-11-549	JAN '24 HRA/COBRA INSURANCE		7.71
121523	01-11-549	JAN '24 HRA/COBRA INSURANCE		7.71
121523	01-11-549	JAN '24 HRA/COBRA INSURANCE		7.71
121523	01-11-549	JAN '24 HRA/COBRA INSURANCE		7.71
121523	01-11-549	JAN '24 HRA/COBRA INSURANCE		7.71
121523	01-11-549	JAN '24 HRA/COBRA INSURANCE		12.34
01 BENEFIT PLANNING CONSULTANTS,			220.23	
121523	01-11-549	J. NEWELL HRA DEDUCTIBLE		220.23
01 JAMES BRUMMITT			270.00	
121523	01-11-547	450 PHILLIP CIRCLE ELECTRIC INSPECT		90.00
121523-1	01-11-547	387 VALERIAN DR ELECTRIC INSPECT		90.00
121523-2	01-11-547	350 RTE 51 (ICE MACH) ELECTRIC INSP		90.00
01 CORN BELT ENERGY CORPORATION			1578.34	
121523	51-00-571	NOV '23 WELL #6 UTILITIES		1578.34
01 CHASTAIN & ASSOCIATES, LLC			29918.40	
121523	01-11-532	2023 ADMIN ADVISORY		11678.99
121523	01-11-532	PRAIRIE WINDS SUB-D		443.20
121523	01-11-532	GIS SERVICES		1067.20
121523	01-11-532	2023 PARK ADVISORY		552.52
121523	01-11-532	BIKE PATH EASEMENTS WESTERMAN		289.60
121523	30-00-892	EASTSIDE BIKE PATH MAINT		6703.88
121523	30-00-864-7	GRAYHAWK PAVEMENT MAINT		6455.81
121523	01-41-515	2023 STORM WATER ADVISORY		347.20
121523	30-00-810-8	WTP CLARIFIER & FILTER MAINT		1686.40

DATE: 12/19/23

Tuesday December 19,2023

PAGE 3

Page 12 of 61

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
121523	30-00-810-8	WTR TOWERS, STORAGE TANK, AERATOR		693.60
01 CLEAR TALK 222093	01-11-535	LIGHTING PACKAGE FR '23 FORD & INST	14250.64	14250.64
01 CLOSS ELECTRIC COMPANY, INC 25494	01-11-511	REPAIR POLE LIGHT BY VH FLAG	41661.60	873.60
25525	30-00-895-3	SHADOW RIDGE TRAIL		24911.00
25531	30-00-895-8	HUNDLEY TRAIL LIGHTING		15877.00
01 COLUMN SOFTWARE PBC DEABD574-0003	01-11-553	AD FOR P&Z MTG 12-28	234.95	234.95
01 COMCAST CABLE 121523	01-11-552	VH PHONE/INTERNET SERVICES	1057.04	243.79
121523	01-41-552	PW PHONE/INTERNET SERVICES		86.23
121523	01-41-549	PW PHONE/INTERNET SERVICES		119.95
121523	01-53-552	LIB PHONE/INTERNET SERVICES		75.17
121523	01-53-537	LIB PHONE/INTERNET SERVICES		251.15
121523	51-00-552	WTR PHONE/INTERNET SERVICES		168.80
121523	51-00-549	WTR PHONE/INTERNET SERVICES		111.95
01 JASON FERGUSON 2717	01-53-549	LIB WEBSITE HOSTING DEC '23	80.00	80.00
01 DECATUR COMPUTERS INC DCI49450	01-11-537	OFFICE 365 SUBSCRIPTIONS	330.00	330.00
01 DELTA DENTAL OF ILLINOIS-RISK 121523	01-11-451	JAN '24 DENTAL INSURANCE	459.92	25.96
121523	01-11-451	JAN '24 DENTAL INSURANCE		25.96
121523	01-11-451	JAN '24 DENTAL INSURANCE		25.97
121523	01-11-451	JAN '24 DENTAL INSURANCE		25.97
121523	01-11-451	JAN '24 DENTAL INSURANCE		53.79
121523	01-52-451	JAN '24 DENTAL INSURANCE		25.96
121523	01-52-451	JAN '24 DENTAL INSURANCE		25.97
121523	01-52-451	JAN '24 DENTAL INSURANCE		25.97
121523	01-53-451	JAN '24 DENTAL INSURANCE		25.97
121523	01-53-451	JAN '24 DENTAL INSURANCE		25.97
121523	01-41-451	JAN '24 DENTAL INSURANCE		25.97
121523	01-41-451	JAN '24 DENTAL INSURANCE		25.97
121523	01-41-451	JAN '24 DENTAL INSURANCE		25.97
121523	01-41-451	JAN '24 DENTAL INSURANCE		25.97
121523	01-53-451	JAN '24 DENTAL INS		68.55
01 DYNAGRAPHICS, INC 239177	01-10-917	BANNERS FOR RUDOLPH MARKET	311.54	311.54
01 ESTECH SYSTEMS INC. 102611	01-11-552	VH PHONE SERVICES DEC '23	261.15	261.15
01 FARNSWORTH GROUP 247687	51-00-549	NOV '23 SCADA MAINT	316.00	316.00
01 CENGAGE LEARNING INC/GALE 83013682	01-53-671	BOOKS	416.42	95.63
83043048	01-53-671	BOOKS		190.34
83046991	01-53-671	BOOKS		75.72

DATE: 12/19/23

Tuesday December 19,2023

PAGE 4

Page 13 of 61

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
83047777	01-53-671	BOOKS		54.73
01 HOBBY LOBBY STORES, INC.			473.00	
121523	01-53-913	PROGRAMMING		34.39
121523	01-10-917	RUDOLPH MARKET		339.29
121523	01-11-929	MISC EXP		99.32
01 HYDRO-KINETICS CORPORATION			1347.72	
14420	51-00-612	EQUIP MAINT SUPPLIES (LIME)		1347.72
01 ILLINOIS PUBLIC WORKS MUTUAL A			100.00	
2192	01-41-560	2024 ANNUAL MEMBERSHIP		100.00
01 KATY DOOLIN			720.00	
116	01-10-917	FOOD BOARDS FOR RUDOLPH MARKET		720.00
01 KINGDOM CONCRETE			7948.00	
2122	01-41-514	ROAD REPAIR CLEMENT & HIGHLAND		2636.00
2123	01-41-514	R&R APPROACH 480 JACOBS WAY		2400.00
2124	01-41-514	ROAD REPAIR AT 1323 E COX ST		2912.00
01 LINCOLN FINANCIAL GROUP			231.42	
121523	01-11-451	JAN '24 LIFE/ADD/STD INSURANCE		16.53
121523	01-11-451	JAN '24 LIFE/ADD/STD INSURANCE		16.53
121523	01-11-451	JAN '24 LIFE/ADD/STD INSURANCE		16.53
121523	01-11-451	JAN '24 LIFE/ADD/STD INSURANCE		16.53
121523	01-52-451	JAN '24 LIFE/ADD/STD INSURANCE		16.53
121523	01-52-451	JAN '24 LIFE/ADD/STD INSURANCE		16.53
121523	01-52-451	JAN '24 LIFE/ADD/STD INSURANCE		16.53
121523	01-53-451	JAN '24 LIFE/ADD/STD INSURANCE		16.53
121523	01-53-451	JAN '24 LIFE/ADD/STD INSURANCE		16.53
121523	01-41-451	JAN '24 LIFE/ADD/STD INSURANCE		16.53
121523	01-41-451	JAN '24 LIFE/ADD/STD INSURANCE		16.53
121523	01-41-451	JAN '24 LIFE/ADD/STD INSURANCE		16.53
121523	01-41-451	JAN '24 LIFE/ADD/STD INSURANCE		16.53
121523	51-00-451	JAN '24 LIFE/ADD/STD INSURANCE		16.53
01 MAROA-FORSYTH SCHOOL DISTRICT			93351.49	
121523	01-11-999-7	NON HOME RULE TAX		93351.49
01 MATHENY HEATING & COOLING			471.23	
31685	51-00-511	SERVICE CALL AT PW		381.23
31696	01-41-511	SERVICE CALL AT OLD WATER PLANT		90.00
01 MENARDS			3747.42	
121523	01-41-613	VEHICLE MAINT SUPPLIES		155.15
121523	01-41-652	OP SUPPLIES		148.38
121523	01-52-652	OP SUPPLIES		3246.10
121523	51-00-612	EQUIP MAINT SUPPLIES		16.35
121523	01-41-617	GROUND MAINT SUPPLIES		47.88
121523	01-10-917	RUDOLPH MARKET		133.56
01 MIDWEST ATHLETIC FIELDS			91480.00	
4207	16-00-893-1	BALL FIELDS MAINT & UPDATES		91480.00
01 MISSISSIPPI LIME COMPANY			8932.15	
1702012	51-00-656	CHEMICALS-LIME		4446.78
1703098	51-00-656	CHEMICALS-LIME		4485.37

DATE: 12/19/23

Tuesday December 19,2023

PAGE 5

Page 14 of 61

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
01 VERIZON WIRELESS			234.48	
9950899122	01-41-552	CELL PHONE		36.01
9950899122	01-52-552	CELL PHONE		42.15
9950899122	51-00-552	CELL PHONE		114.17
9950899122	52-00-552	CELL PHONE		42.15
01 MORGAN DISTRIBUTING, INC.			3118.56	
647463	01-41-655	FUEL		1034.50
653964	01-52-655	FUEL		706.01
653983	01-41-655	FUEL FOR GENERATORS		378.05
653983	51-00-655	FUEL FOR GENERATORS		500.00
653983	52-00-655	FUEL FOR GENERATORS		500.00
01 PAYMENT SERVICE NETWORK, INC			725.82	
287648	51-00-549-2	W/S ONLINE FEES FOR NOV '23		362.91
287648	52-00-549-2	W/S ONLINE FEES FOR NOV '23		362.91
01 SAM'S CLUB/GECF			672.93	
121523	01-10-917	XMAS TREE LIGHTING & RUDOLPH MARKET		416.14
121523	01-11-651	OFFICE SUPPLIES		204.07
121523	01-53-913	PROGRAMMING		52.72
01 SANITARY DISTRICT			21884.47	
23-0002889	52-00-578	NOV '23 SEWER USER CHARGE		21884.47
01 SIDENER ENVIRONMENTAL SERVICES			3482.72	
532017	51-00-512	EQUPT MAINT SERVICE		3482.72
01 SORLING, NORTHRUP, HANNA, CULL			5898.75	
218796	01-11-533	NOV '23 ADMIN LEGAL SERVICES		5898.75
01 SVENDSEN FLORIST			90.00	
977303	01-10-929	FLOWERS FR LADIES BRD MTG		90.00
01 THIRD MILLENNIUM ASSOCIATES, I			438.18	
30685	51-00-549-1	W/S BILLING SERVICES		219.09
30685	52-00-549-1	W/S BILLING SERVICES		219.09
01 USA TODAY			399.01	
121523	01-53-672	ANNUAL SUBSCRIPTION		399.01
01 VISION SERVICE PLAN			159.07	
121523	01-11-451	JAN '24 VISION INSURANCE		9.85
121523	01-11-451	JAN '24 VISION INSURANCE		9.85
121523	01-11-451	JAN '24 VISION INSURANCE		9.85
121523	01-11-451	JAN '24 VISION INSURANCE		9.85
121523	01-11-451	JAN '24 VISION INSURANCE		21.17
121523	01-52-451	JAN '24 VISION INSURANCE		9.85
121523	01-52-451	JAN '24 VISION INSURANCE		9.85
121523	01-52-451	JAN '24 VISION INSURANCE		9.85
121523	01-53-451	JAN '24 VISION INSURANCE		9.85
121523	01-53-451	JAN '24 VISION INSURANCE		9.85
121523	01-41-451	JAN '24 VISION INSURANCE		9.85
121523	01-41-451	JAN '24 VISION INSURANCE		9.85
121523	01-41-451	JAN '24 VISION INSURANCE		9.85
121523	01-41-451	JAN '24 VISION INSURANCE		9.85

SYS DATE:12/15/23

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 9SYS TIME:09:40
[NW1]

DATE: 12/19/23

Tuesday December 19,2023

PAGE 6

Page 15 of 61

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
121523	51-00-451	JAN '24 VISION INSURANCE		9.85
01 WAL-MART 121523	01-10-917	RUDOLPH MARKET & XMAS	93.61	93.61
01 WASTE MANAGEMENT SERVICES INC			979.67	
0133647-2754-8	01-41-578	DEC '23 PARK TRASH SERVICE		318.96
0397520-2477-6	01-53-578	DEC '23 LIB TRASH SERVICE		163.70
0397520-2477-6	01-52-578	DEC '23 LIB TRASH SERVICE		245.55
1633115-2477-7	01-41-578	DEC '23 PW TRASH SERVICE		251.46
01 WATTS COPY SYSTEM			374.12	
35431927	01-53-512	LIB COPIER RENTAL		132.73
35482391	01-11-512	VH COPIER RENTAL		241.39
** TOTAL CHECKS TO BE ISSUED			380744.38	

SYS DATE:12/15/23

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 9

SYS TIME:09:40
[NW1]

DATE: 12/19/23

Tuesday December 19,2023

PAGE 7

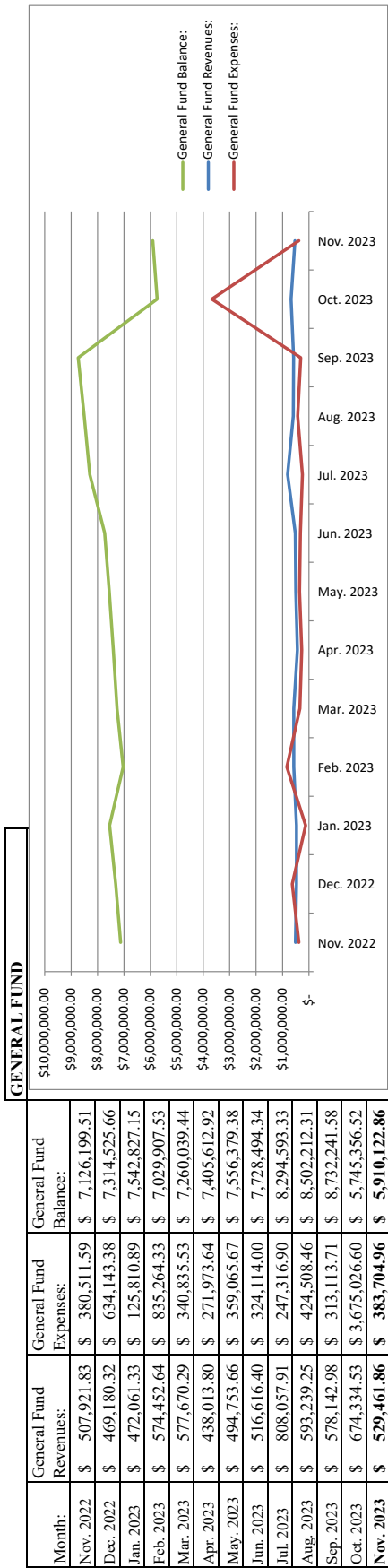
Page 16 of 61

FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
GENERAL FUND			190496.07	
HOTEL/MOTEL TAX FUND			91480.00	
CAPITAL PROJECT FUND			56327.69	
WATER OPERATIONS			20146.97	
SEWER OPERATIONS			22293.65	
*** GRAND TOTAL ***			380744.38	
TOTAL FOR REGULAR CHECKS:			371,812.23	
TOTAL FOR DIRECT PAY VENDORS:			8,932.15	

CONSENT AGENDA

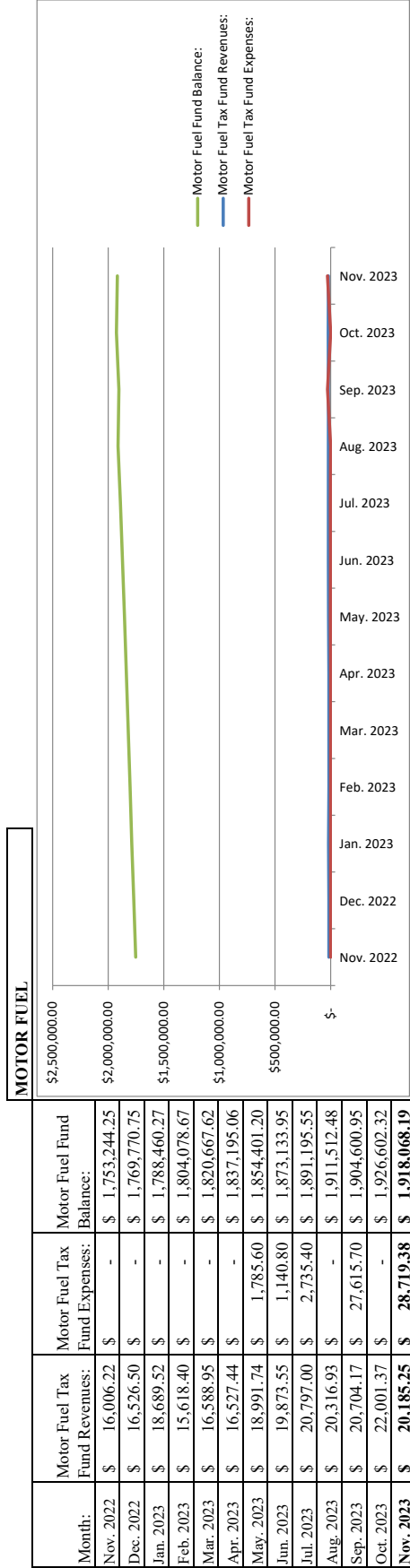
ITEM 3

VILLAGE OF FORSYTH
MONTHLY TREASURER'S REPORT
for November 30, 2023 which is 92% into the budget year



Revenues: Increased when comparing November 2023 with November 2022; The village received our fifth property tax installment in the amount of \$12,258.65 make the total received \$547,363.60 (2022 our fifth installment was \$11,436.33 making the total received \$521,254.94). In addition sales tax and income tax were higher compared to this time last year. This makes up the majority of the increase.

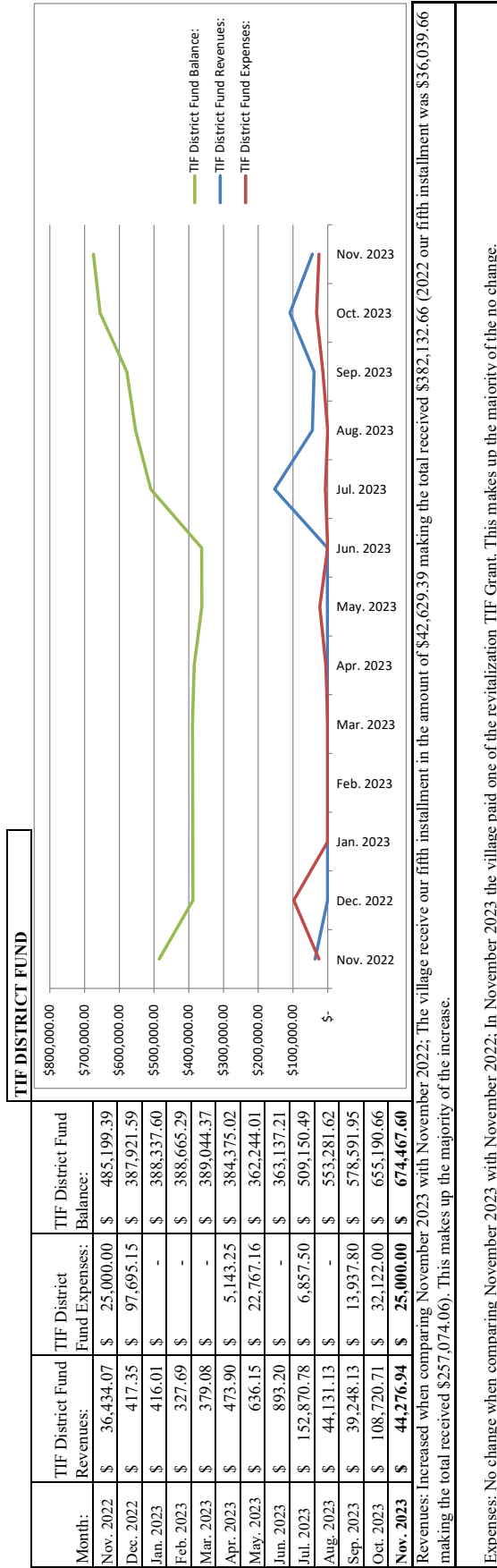
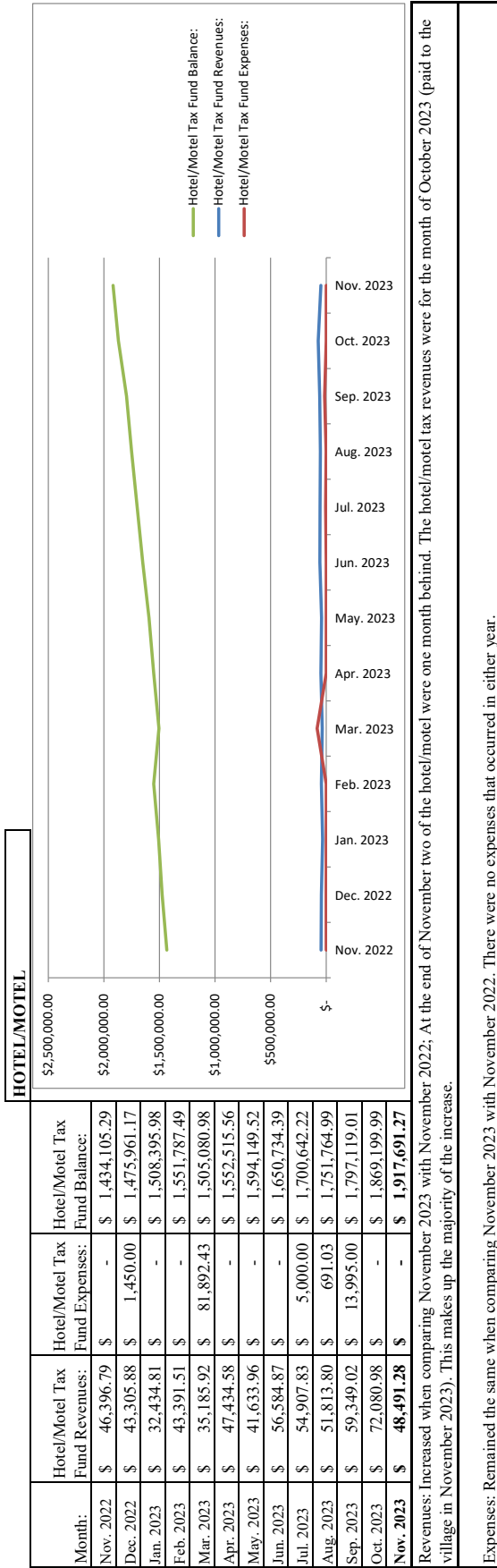
Expenses: Increased when comparing November 2023 with November 2022; In November equipment and ground maintenance were higher compared to this time last year. This makes up the majority of the increase. At the end of November 2023 the water fund was able to pay back the general fund the remainder \$14,000.00 for the end of September 2023. At the end of October the water fund owed the general fund \$52,192.99. In November the water fund was able to pay back the general fund \$50,192.99 (leaving \$2,000.00 the water fund owed the general fund for October 2023). In November 2023 the water fund owed the general fund \$45,183.55. In total the water fund owes the general fund \$47,183.55 (\$2,000.00 for October 2023 + \$45,183.55 for November 2023). If the water fund did not owe the general fund the bank balance would have been \$5,967,306.41 at the end of November 2023.



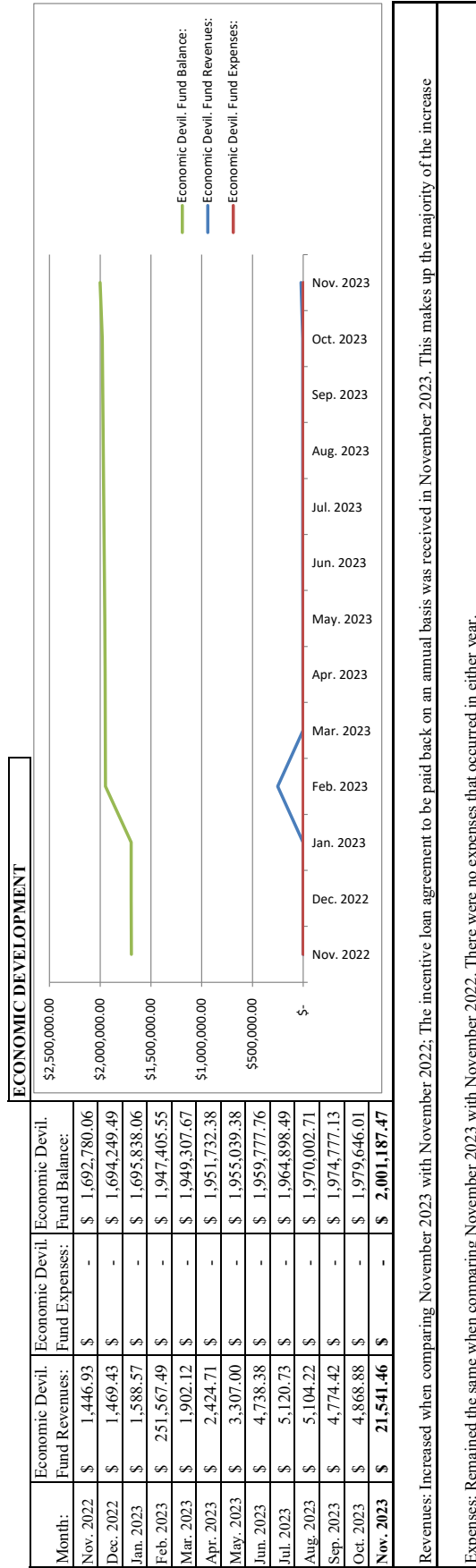
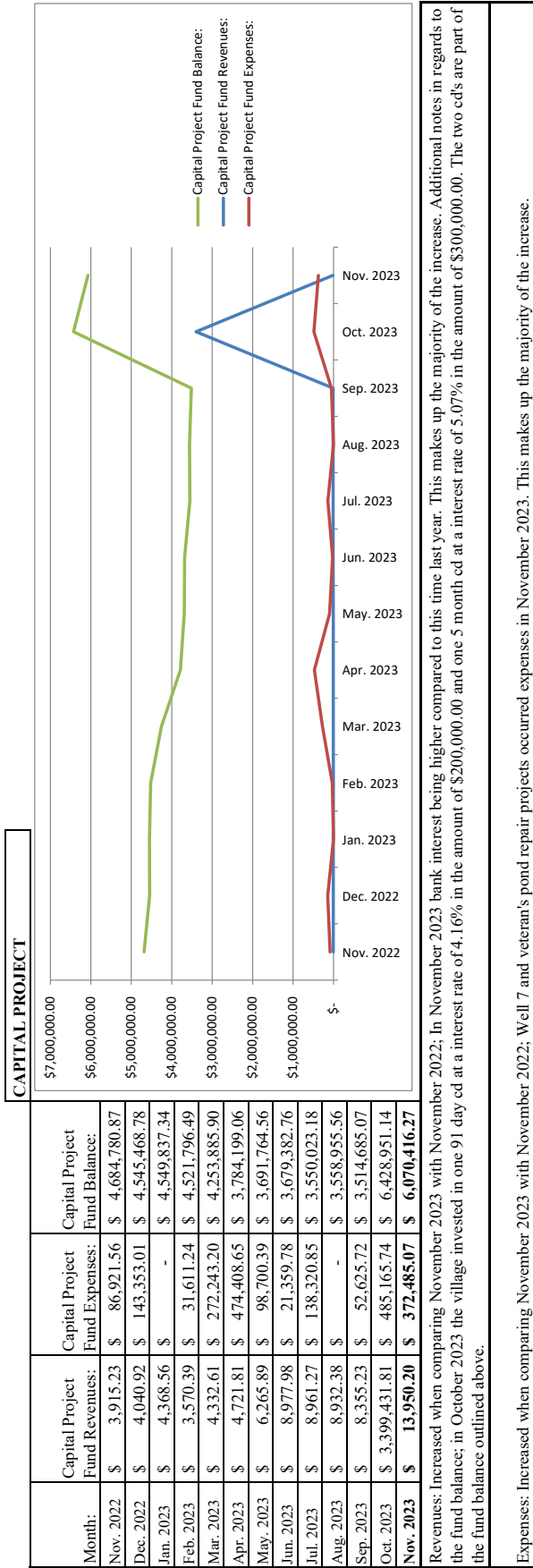
Revenues: Increased when comparing November 2023 with November 2022; The Motor Fuel Tax and the Transportation Renewal Fund (.19 cents) revenues are received from the state based upon the amount they collect and Village's population 3,734. In "May 2020" the Village started receiving the REBUILD Illinois Bond Funds which will need to be expended by 7/1/2025. The Village received two installments for three years (2020, 2021, 2022) and each installment will be \$38,334.12 with a total of \$230,004.72. These funds must be used for capital projects and must be tracked separate from the other MFT funds. The village has received \$230,004.72 for the REBUILD Illinois (plus \$6,261.96 interest making the total \$236,266.68 for the REBUILD Illinois Bond Fund). In order to spend the Rebuild Illinois funds a resolution needs to be passed similar to MFT. The motor fuel tax revenues were higher compared to this time last year. This makes up the majority of the increase.

Expenses: Increased when comparing November 2023 with November 2022; In November expenses for engineering services on Moon & Elwood and Barnett Ave projects. This makes up the majority of the increase.

VILLAGE OF FORSYTH
MONTHLY TREASURER'S REPORT
for November 30, 2023 which is 92% into the budget year



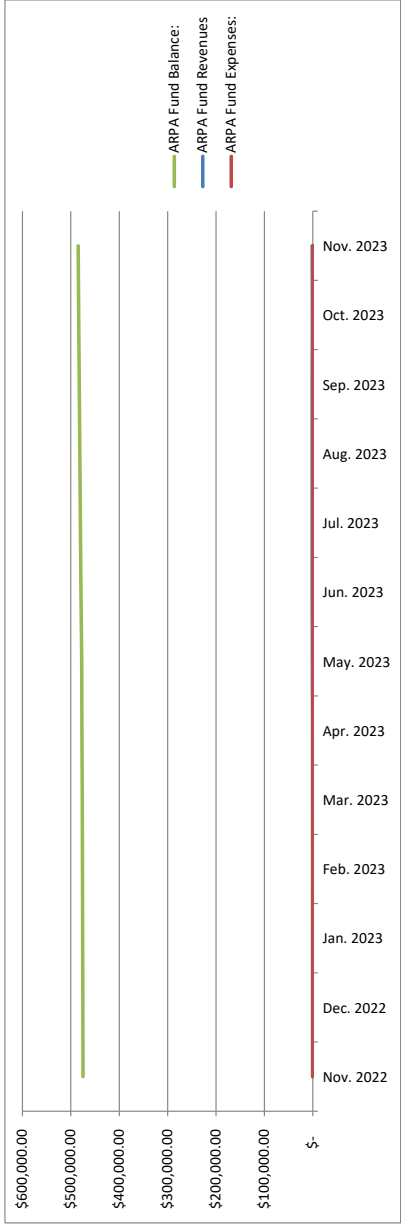
VILLAGE OF FORSYTH
MONTHLY TREASURER'S REPORT
for November 30, 2023 which is 92% into the budget year



VILLAGE OF FORSYTH
MONTHLY TREASURER'S REPORT
for November 30, 2023 which is 92% into the budget year

AMERICAN RESCUE PLAN ACT (ARPA)

Month:	ARPA Fund Revenues	ARPA Fund Expenses	ARPA Fund Balance:
Nov. 2022	\$ 425.57	\$ -	\$ 474,739.31
Dec. 2022	\$ 459.20	\$ -	\$ 475,198.51
Jan. 2023	\$ 496.43	\$ -	\$ 475,694.94
Feb. 2023	\$ 348.33	\$ -	\$ 476,043.27
Mar. 2023	\$ 422.69	\$ -	\$ 476,465.96
Apr. 2023	\$ 510.47	\$ -	\$ 476,976.43
May. 2023	\$ 696.21	\$ -	\$ 477,672.64
Jun. 2023	\$ 1,246.94	\$ -	\$ 478,919.58
Jul. 2023	\$ 1,280.18	\$ -	\$ 480,199.76
Aug. 2023	\$ 1,276.05	\$ -	\$ 481,475.81
Sep. 2023	\$ 1,193.61	\$ -	\$ 482,669.42
Oct. 2023	\$ 912.92	\$ -	\$ 483,582.34
Nov. 2023	\$ 1,213.06	\$ -	\$ 484,795.40

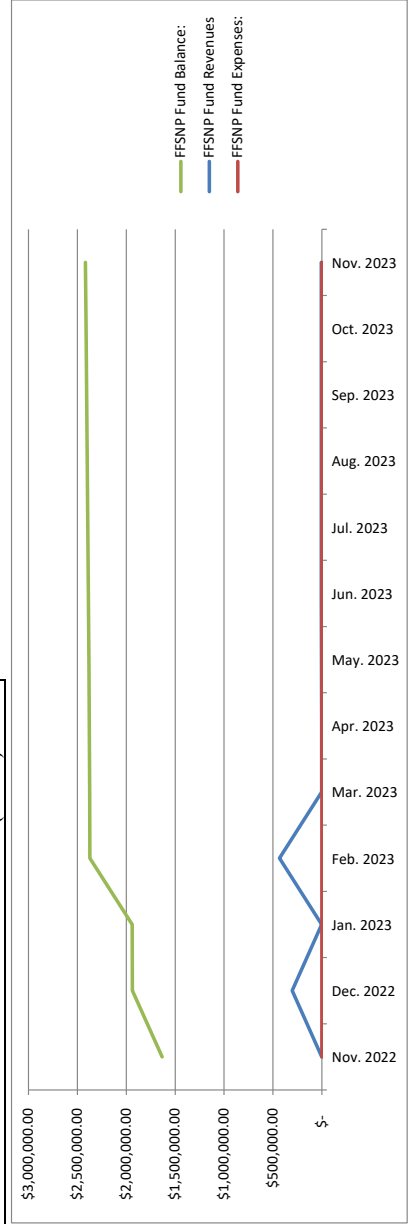


Revenues: Increased when comparing November 2023 with November 2022; In August 2021 the village received \$236,474.95 for the first of two installment from the Federal which is passed through the state for COVID-19 known as the American Rescue Plan Act (ARPA). In November '21 the Village received an additional \$244.30 as part of the 1st installment (the additional amount came from various communities that didn't claim their ARPA funds). The second installment in the amount of \$236,719.25 was received in September '22 (making the total we will receive \$473,438.50). The ARPA fund was established to make it easier to track all revenues and expenses, while also helping staff in reporting information within the portal. The ARPA have outlined a small list of qualifying expenses to which the funds could be used for. For the five (5) items listed only two would qualify for the village; one of the items could be used in the reduction of revenues due to COVID-19 or the second item listed could be used to make necessary investments in water, sewer or broadband infrastructure. The staff is recommending using these funds for the water and or sewer infrastructure based upon what qualifies under the ARPA regulations. The ARPA funds must be spent by 12/31/2024 however, if a project is in progress you have to 2026 with the last report due by Mar. 2027. Bank interest was higher compared to this time last year. This makes up the majority of the increase.

Expenses: Remained the same when comparing November 2023 with November 2022. There were no expenses that occurred in either year.

FORSYTH FAMILY SPORTS/NATURE PARK (FFSNP)

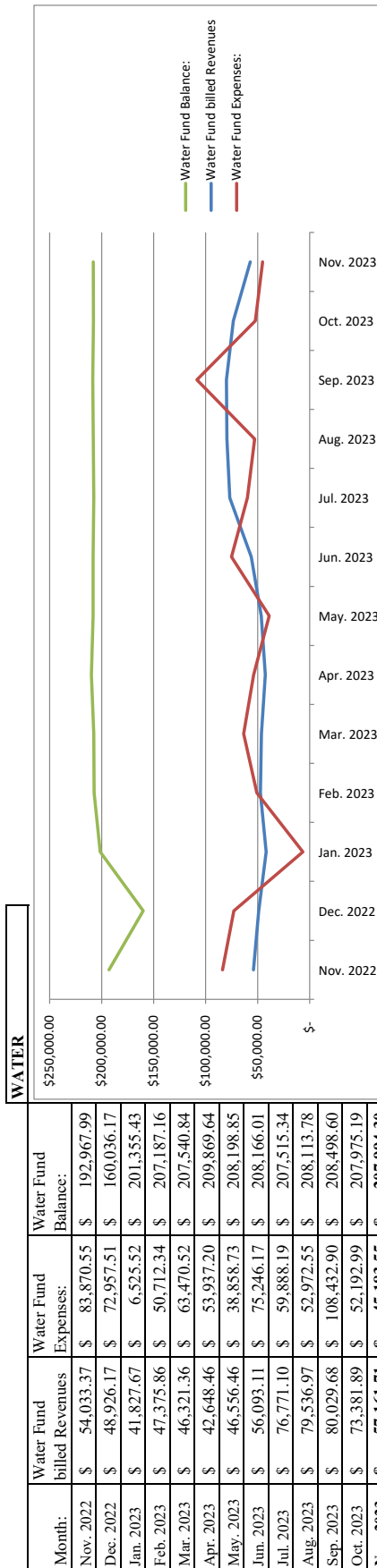
Month:	FFSNP Fund Revenues	FFSNP Fund Expenses	FFSNP Fund Balance:
Nov. 2022	\$ 1,361.82	\$ -	\$ 1,633,457.97
Dec. 2022	\$ 303,694.94	\$ -	\$ 1,937,152.91
Jan. 2023	\$ 1,886.43	\$ -	\$ 1,939,039.34
Feb. 2023	\$ 433,415.82	\$ -	\$ 2,372,455.16
Mar. 2023	\$ 2,324.82	\$ -	\$ 2,374,779.98
Apr. 2023	\$ 2,935.18	\$ -	\$ 2,377,715.16
May. 2023	\$ 4,351.32	\$ -	\$ 2,382,066.48
Jun. 2023	\$ 5,985.32	\$ -	\$ 2,388,051.80
Jul. 2023	\$ 6,144.87	\$ -	\$ 2,394,196.67
Aug. 2023	\$ 6,125.06	\$ -	\$ 2,400,321.73
Sep. 2023	\$ 5,729.31	\$ -	\$ 2,406,051.04
Oct. 2023	\$ 5,781.80	\$ -	\$ 2,411,832.84
Nov. 2023	\$ 6,065.30	\$ -	\$ 2,417,898.14



Revenues: Increased when comparing November 2023 with November 2022; Bank interest was higher compared to this time last year. This makes up the majority of the increase.

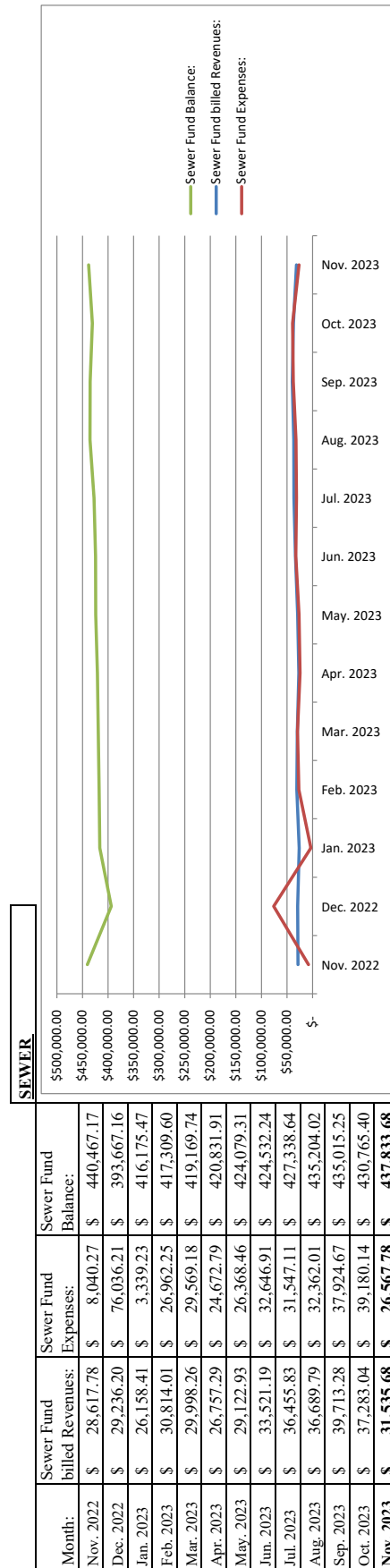
Expenses: Remained the same when comparing November 2023 with November 2022. There were no expenses that occurred in either year.

VILLAGE OF FORSYTH
MONTHLY TREASURER'S REPORT
for November 30, 2023 which is 92% into the budget year



Revenues: Increased when comparing November 2023 with November 2022; The water revenues billed, bank interest and rate increase were higher compared to this time last year. This makes up the majority of the increase. On 06/21/2022 the board approved to increase the water rates based upon the water rate study. The increase went into effect 11/01/2022 billing (usage 09/20/2022 to 10/20/2022).

Expenses: Increased when comparing November 2023 with November 2022; The Village's water fund reserve policy is to keep three months of expenses in reserve. In 2023 our water fund reserve is not to go below \$206,750. At the end of November 2023 the water fund was able to pay back the general fund the remainder \$14,000.00 for the end of September 2023. At the end of October the water fund owed the general fund \$52,192.99. In November the water fund was able to pay back the general fund \$50,192.99 (leaving \$2,000.00 the water fund owed the general fund for October 2023). In November 2023 the water fund owed the general fund \$45,183.55. In total the water fund owes the general fund \$47,183.55 (\$2,000.00 for October 2023 + \$45,183.55 for November 2023). If the water fund did not owe the general fund the bank balance would have been \$150,820.75 at the end of November 2023. In November 2023 equipment maintenance, utilities and operating supplies were higher compared to this time last year. This makes up the majority of the increase.



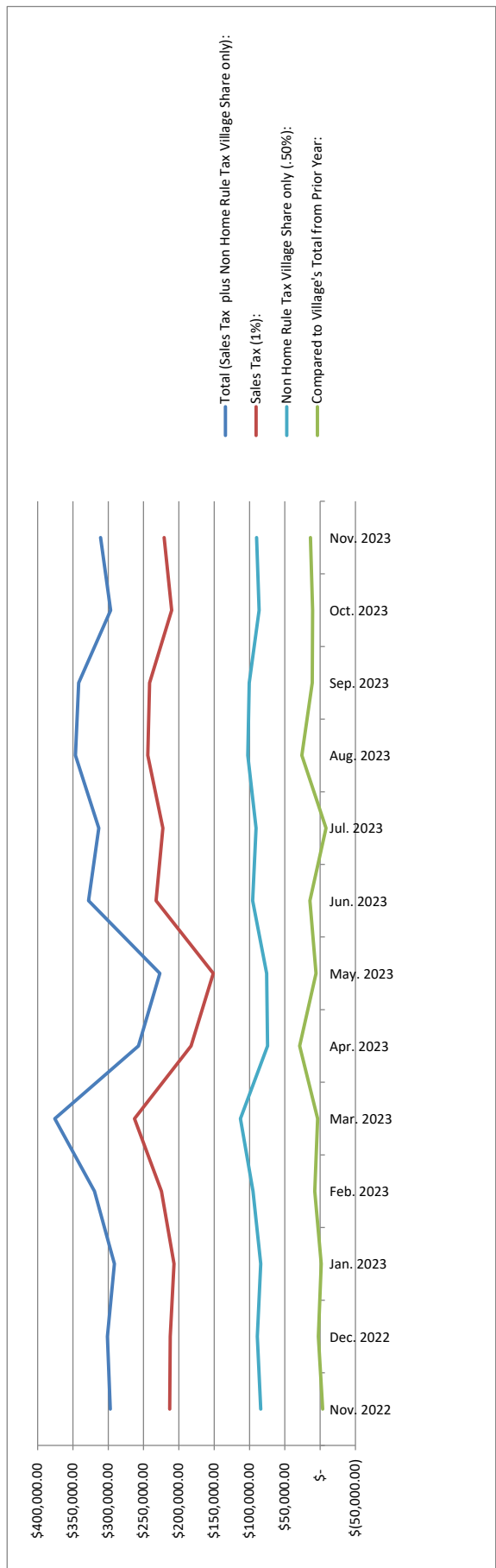
Revenues: Increased when comparing November 2023 with November 2022; The sewer revenues billed, bank interest and rate increase were higher compared to this time last year. This makes up the majority of the increase. On 06/21/2022 the board approved to increase the sewer rates based upon the sewer rate study. The increase went into effect 11/01/2022 billing (usage 09/20/2022 to 10/20/2022).

Expenses: Increased when comparing November 2023 with November 2022; Utilities and sewer discharge fees were higher compared to this time last year. This makes up the majority of the increase.

VILLAGE OF FORSYTH
MONTHLY TREASURER'S REPORT
for November 30, 2023 which is 92% into the budget year

Calendar Year:	Sales Tax (1%):	Non Home Rule Tax Village Share only (.50%):	Total (Sales Tax plus Non Home Rule Tax Village Share only):	Compared to Village's Total from Prior Year:	M/F School Payment for Non Home Rule Tax (.50%):
2015	\$ 2,271,713.84	\$ 1,005,666.64	\$ 3,277,380.48	\$ 109,186.04	\$ 1,005,666.63
2016	\$ 2,287,729.65	\$ 1,015,990.69	\$ 3,303,720.34	\$ 26,339.86	\$ 1,015,990.69
2017	\$ 2,230,356.34	\$ 983,934.13	\$ 3,214,290.47	\$ (89,429.87)	\$ 990,805.91
2018	\$ 2,328,327.99	\$ 1,017,135.44	\$ 3,345,463.43	\$ 131,172.96	\$ 1,017,135.44
2019	\$ 2,387,019.43	\$ 994,551.54	\$ 3,381,570.97	\$ 36,107.54	\$ 994,551.55
2020	\$ 2,322,563.19	\$ 934,929.16	\$ 3,257,492.35	\$ (124,078.72)	\$ 934,929.15
2021	\$ 2,561,883.94	\$ 1,037,308.07	\$ 3,599,192.01	\$ 341,699.66	\$ 1,037,309.06
2022	\$ 2,552,463.82	\$ 1,044,853.08	\$ 3,597,316.90	\$ (1,875.11)	\$ 1,044,853.09

Month of Sales:	Month Collected:	Sales Tax (1%):	Non Home Rule Tax Village Share only (.50%):	Total (Sales Tax plus Non Home Rule Tax Village Share only):	Compared to Village's Total from Prior Year:	M/F School Payment for Non Home Rule Tax (.50%):
Aug. 2022	Nov. 2022	\$ 213,104.06	\$ 83,999.66	\$ 297,103.72	\$ (3,553.21)	\$ 83,999.65
Sep. 2022	Dec. 2022	\$ 212,223.62	\$ 89,033.21	\$ 301,256.83	\$ 2,464.18	\$ 89,033.21
Oct. 2022	Jan. 2023	\$ 207,022.78	\$ 84,215.29	\$ 291,238.07	\$ (1,649.95)	\$ 84,215.29
Nov. 2022	Feb. 2023	\$ 224,620.22	\$ 94,950.29	\$ 319,570.51	\$ 7,557.29	\$ 94,950.28
Dec. 2022	Mar. 2023	\$ 262,859.26	\$ 112,845.02	\$ 375,704.28	\$ 3,531.32	\$ 112,845.03
Jan. 2023	Apr. 2023	\$ 182,691.59	\$ 74,428.42	\$ 257,120.01	\$ 28,992.53	\$ 74,418.41
Feb. 2023	May. 2023	\$ 151,313.47	\$ 75,656.73	\$ 226,970.20	\$ 5,769.28	\$ 75,656.74
Mar. 2023	Jun. 2023	\$ 232,410.94	\$ 95,559.56	\$ 327,970.50	\$ 14,449.88	\$ 95,559.55
Apr. 2023	Jul. 2023	\$ 222,729.75	\$ 90,606.80	\$ 313,336.55	\$ (8,336.55)	\$ 90,606.80
May. 2023	Aug. 2023	\$ 244,002.01	\$ 102,345.25	\$ 346,347.26	\$ 25,923.07	\$ 102,345.26
Jun. 2023	Sep. 2023	\$ 241,554.60	\$ 100,301.17	\$ 341,855.77	\$ 11,028.72	\$ 100,301.16
Jul. 2023	Oct. 2023	\$ 210,321.37	\$ 86,400.00	\$ 296,721.37	\$ 10,612.58	\$ 86,400.01
Aug. 2023	Nov. 2023	\$ 220,925.76	\$ 89,930.73	\$ 310,856.49	\$ 13,752.77	\$ 89,930.72
2023 Total:		\$ 2,400,451.75	\$ 1,007,239.26	\$ 3,407,691.01	\$ 111,630.94	\$ 1,007,229.25



ADMINISTRATION REPORTS

ENGINEER'S REPORT

Forsyth; December 14, 2023 Board Meeting

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

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.

We are working on plats and easements for the two easement acquisitions necessary for the project. We are also assembling the other information required to be completed in advance of the meetings with property owners to negotiate the acquisitions.

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.

Bids were opened on December 7. A recommendation of award has been prepared for the consideration of the Board at this meeting.

Project 8000 – Well No. 7

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

The electrical service has been installed and the generator is in place. Work on the roof of the building is proceeding. Interior plant piping, electrical, and telemetry will proceed soon after the roof and doors are complete.

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.

No new updates at this point.

Westerman-Bike Path Easements

This project consists of preparation of easement documents that satisfy the terms of the settlement between the Village and Westerman Farms. Easements are required to be recorded before February 19, 2024.

Field work for this project will proceed soon. Once field work is complete, we will be able to proceed with preparing the easement plats and documents.

Project 8594 – Moon St Sidewalk Improvements

This project consists of reconstructing sidewalks along Elwood St and Smith St from Ruehl St to E. Shafer St (CH 20) and along Moon St from Grant St to the future bike path along the old RXR ROW east of Smith St. The intent is to submit this project for funding through IDOT's SRTS program so federal procedures must be followed.

ENGINEER'S REPORT

Forsyth; December 14, 2023 Board Meeting

Aside from a few items of work, this project has been paused until the results of the grant application are released. We do not anticipate hearing back until April or May 2024.

Project 8595 – Barnett Ave Improvements

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

Design of the project will begin this winter.

Project 8645 – Water Treatment Plant Clarifier & Filter Maintenance

This project consists of the replacement of the filter media along with cleaning and painting the existing filters and claricones in the Village Water Treatment Plant.

Chastain is working on scheduling a preconstruction meeting with the Village and contractor. More details regarding the schedule for this project will be available after that meeting.

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

This project consists of painting and general repairs on the two water towers, the ground storage tank at the water treatment plant, and the aerator at the water treatment plant. This project is anticipated to utilize an IEPA loan to fund the construction.

Chastain met with Village staff to finalize a scope for this project. A contract to proceed with the design of this project will be presented for the consideration of the Board at this meeting.

Project 8729 – 2023 Asphalt Maintenance Construction

This project consists of patching various locations along the roads in the Grayhawk subdivision to address “dips” in the pavement due to subgrade settlement. It also has patching, crack filling, milling, and asphalt overlay of the bike path from E Hickory Point Rd to Cox St.

Change orders for work completed to date on these two projects have been prepared for the approval of the Board at this meeting.



Library Director's Report

December 19, 2023

- I officially began serving as library director on Monday, December 11. Library staff members have been exceptionally helpful during this transition, and I have appreciated the guidance of Village Administrator Applebee and other village staff. I've begun to meet many of our library regulars, and I look forward to serving them well.
- I also had the opportunity to meet many patrons during Rudolph's Village Market. I offered a story time each evening at 5:00 where I shared the picture book *Pick a Pine Tree* by Patricia Toht and children received a take and make craft kit to create their own light up Christmas tree at home. Special thanks to Youth Services Librarian Jana for her work creating 150 kits.
- The library hosted a very successful tree decorating party on November 30, where 45 attendees helped trim the library's tree, enjoyed refreshments and listened to the musical talents of Delainey Malone, a high school cello player. We look forward to it becoming a yearly tradition!
- The library is serving as a drop off location for Operation Santa Paws, a way for community members to donate pet food, toys, blankets, towels and more to area animal shelters. Donations will be collected through December 23 and can be placed under the Children's area Christmas Tree.
- Library staff also attended the Village's tree lighting ceremony on December 3 where they gave out 30 chapter books and 80 easy reader books to children in attendance.
- Story Time with Miss Jana continued in December with the theme "Countdown to Christmas!" Children will have the opportunity to create their very own Ugly Christmas t-shirts on December 15. There will be no Story Time on December 22 or 29 due to the holidays.
- Chair Yoga at the Library, with yoga instructor Annette Gilson, resumes on December 13 with a few more opportunities to participate before a January hiatus.
- Both the Food for Thought Book Group and the Bookkeepers Book Group met to discuss their favorite readers of 2023.
- The Wednesday, December 13 Library Commission meeting was canceled.

Melanie Weigel
December 12, 2023

Public Works Report 12-14-23

Parks:

- * We Setup and Removed Rudolf's Village.
- * The Tennis Court bathrooms have been winterized.

Parks to do list:

- * Over the Winter months, we will remove Old Playground Equipment.

Park Priorities for the upcoming few weeks:

Work on park tree / underbrush removal.

Add dirt to the trail system / new Tennis Court area Sidewalk edges.

Village:

- * We maintained the Village Hall, the Library, and other property / easements throughout the Village.
- * We worked on permits, ordinances, inspections, and concerns.
- * Leaf Vac program has been completed.
- * Limb program has been completed. If a storm / high winds come through, we will get out and remove limbs.
- * Village Roads / Driveway Approaches, damaged by water / gas leak repairs, have been taken care of.
- * New Ice Vending Unit installation is nearly complete. Water has been tapped.

Village to do list:

- * Continue with Fiber Optic Locate Re-Marks.

Village Priorities for the upcoming few weeks:

Prep trucks and equipment for the snow season.

Spread leaves on our farm fields.

Building Inspection Priorities:

Train our new Inspector / Enforcer / Developer (Ryan Ralieggh).

Complete final inspections at one business, get them their occupancy permit.

Inspect and monitor progress of Starbucks construction... waiting on revisions from developers for inside build-out. Outside is nearing completion.

Existing building (Hometown Buffet) remodel / re-fit plans are being reviewed by AEX.

Six solar permits out for installations / inspections, including Lowe's 1+ million dollar solar project.

One new home construction is coming around nicely.

Water Treatment Plant / Sewer:

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

Water / Sewer to do list is:

- * Complete monthly IEPA sampling and other required sampling.
- * Install new RAW and Finished Water Flow Meters, with calibrations (fall/winter).
- * Replace Well #3 power line..
- * ARPA Water Plant Project work.

Water / Sewer Priorities:

Install new power to Well #3 wellhouse. Closs Electric has an “insert-a-phase” on order.
Water Plant claricone / filter work, waiting on a submitted project start timeframe from All-Service.

New meter installation / calibrations this coming February.

New chlorine distribution system (rotameters / scales / regulators) this coming February.

Thanks, Darin

OLD BUSINESS

ITEM 1

December 14, 2023

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

ATTN: Jill Applebee, Village Administrator

RE: Family Sports and Nature Park, Phase I
Recommendation of Award
CA 7982

Honorable Mayor and Trustees,

On December 7, 2023, bids were received at the offices of Chastain & Associates LLC for the Family Sports and Nature Park, Phase I Improvements project. Three bids were received for the work; a copy of the tabulation of bids is attached. There were no mathematical errors in the bid. A summary is as follows:

Items	Total Bid	% Bid above/below Engineer's Estimate
Engineer's Estimate	\$1,872,162.00	
Beyers Construction	\$1,631,131.37	-13%
Feutz Contractors, Inc.	\$2,097,744.82	+12%
Mid Illinois Concrete	\$2,149,835.00	+15%

The low bid for the project was submitted by Beyers Construction of Pana, Illinois. Their bid was responsive to the advertisement. The FY2024 Village budget includes \$2,130,000 for the construction and observation of this project (see line 38-00-863-1). Chastain & Associates LLC recommends a contract be awarded to Beyers Construction in the amount of \$1,631,131.37 for construction of the Family Sports and Nature Park, Phase I project.

Sincerely,



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

Enclosures



Local Public Agency: Village of Forsyth
County: Macon
Project: Family Sports Park
Estimate: \$ 1,872,162.00

Date: 12/7/2023
Time: 11:00 AM
Appropriation:

Attended By: Jonas Ozier, PE; Matthew B. Foster, PE, PLS

Tabulation of Bids

Local Public Agency: Village of Forsyth County: Macon Project: Family Sports Park Estimate: \$ 1,872,162.00			Date: 12/17/2023 Time: 11:00 AM Appropriation:									
Attended By: Jonas Ozier, PE; Matthew B. Foster, PE, PLS												
Proposal Guarantee: Terms:												
Item No.	Quantity	Unit	Delivery	Item	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	102,470	CY		EARTH EXCAVATING	5.00	\$ 512,350.00	4.73	\$ 484,683.10	8.90	\$ 911,983.00	8.40	\$ 860,748.00
2	771	LF		TEMPORARY FENCE	4.00	\$ 3,084.00	3.28	\$ 2,528.88	6.50	\$ 5,011.50	12.00	\$ 9,252.00
3	887	SF		PAVEMENT REMOVAL	4.00	\$ 3,548.00	3.11	\$ 2,758.57	1.55	\$ 1,374.85	2.50	\$ 2,217.50
4	2	EA		TREE STUMP REMOVAL	2500.00	\$ 5,000.00	2,180.01	\$ 4,360.02	310.00	\$ 620.00	2,380.00	\$ 4,760.00
5	4,526	SY		HOT MIX ASPHALT PAVEMENT PATHS, 2-12"	27.50	\$ 124,465.00	24.84	\$ 112,425.84	24.85	\$ 112,471.10	26.00	\$ 117,676.00
6	747	SY		STANDARD DUTY HOT MIX ASPHALT PAVEMENT, 3"	39.00	\$ 29,133.00	37.23	\$ 27,810.81	37.25	\$ 27,825.75	40.00	\$ 29,880.00
7	13,143	POUND		BITUMINOUS MATERIALS (PRIME COAT)	1.00	\$ 13,143.00	0.85	\$ 11,171.55	0.89	\$ 11,697.27	1.00	\$ 13,143.00
8	169	POUND		BITUMINOUS MATERIALS (TACK COAT)	3.00	\$ 507.00	2.85	\$ 481.65	2.90	\$ 490.10	3.00	\$ 507.00
9	88	SY		PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6"	100.00	\$ 8,800.00	99.76	\$ 8,778.88	107.00	\$ 9,416.00	92.00	\$ 8,096.00
10	95	SY		AGGREGATE BASE COURSE TY A, 4"	20.00	\$ 1,900.00	21.01	\$ 1,995.95	22.00	\$ 2,090.00	16.00	\$ 1,520.00
11	5,068	SY		AGGREGATE BASE COURSE TY A, 6"	19.00	\$ 96,292.00	17.07	\$ 86,510.76	17.15	\$ 86,916.20	18.00	\$ 91,224.00
12	773	SY		AGGREGATE BASE COURSE TY A, 8"	31.00	\$ 23,963.00	27.84	\$ 21,520.32	23.40	\$ 18,086.20	28.00	\$ 21,644.00
13	853	SF		PORTLAND CEMENT CONCRETE SIDEWALK, 5"	19.00	\$ 16,207.00	18.91	\$ 16,130.23	11.50	\$ 9,809.50	12.50	\$ 10,662.50
14	32	SF		DETECTABLE WARNINGS	53.50	\$ 1,712.00	52.51	\$ 1,680.32	30.00	\$ 960.00	39.00	\$ 1,248.00
15	3,052	LF		PAINT PAVEMENT MARKING LINE, 4"	2.00	\$ 6,104.00	3.42	\$ 10,437.84	1.10	\$ 3,357.20	3.50	\$ 10,682.00
16	53	SF		PAINT PAVEMENT MARKING - LETTERS & SYMBOLS	65.00	\$ 3,445.00	63.54	\$ 3,367.02	1.90	\$ 101.70	65.00	\$ 3,445.00
17	44	LF		PAINT PAVEMENT MARKING LINE, 12"	75.00	\$ 3,300.00	55.40	\$ 2,437.60	2.75	\$ 121.00	60.00	\$ 2,640.00
18	35	LF		PAINT PAVEMENT MARKING LINE, 24"	80.00	\$ 2,800.00	67.75	\$ 2,371.25	3.85	\$ 134.75	70.00	\$ 2,450.00
19	140	LF		TELESCOPING STEEL SIGN SUPPORT	46.00	\$ 6,440.00	33.09	\$ 4,632.60	21.00	\$ 2,940.00	35.00	\$ 4,900.00
20	12	LF		METAL POST - TYPE B	45.00	\$ 540.00	18.91	\$ 286.92	24.00	\$ 288.00	20.00	\$ 240.00
21	67	SF		SIGN PANEL - TYPE 1	40.00	\$ 2,680.00	36.02	\$ 2,413.34	50.00	\$ 3,350.00	40.00	\$ 2,680.00
22	11	EA		PARKING BLOCKS	290.00	\$ 3,190.00	210.01	\$ 2,310.11	185.00	\$ 2,035.00	230.00	\$ 2,530.00
23	32	SY		PAVEMENT PATCH	191.00	\$ 6,112.00	168.01	\$ 5,376.32	191.00	\$ 6,112.00	190.00	\$ 5,980.00
24	3	EA		INLET TYPE A	2000.00	\$ 6,000.00	2,100.01	\$ 6,300.03	2,200.00	\$ 6,600.00	1,760.00	\$ 5,280.00
25	27	LF		PIPE CULVERTS, CLASS D, TYPE 1 10"	60.00	\$ 1,620.00	73.51	\$ 1,984.77	72.00	\$ 1,944.00	68.00	\$ 1,836.00
26	382	LF		PIPE CULVERTS, CLASS D, TYPE 1 12"	80.00	\$ 30,560.00	94.51	\$ 36,102.82	84.00	\$ 32,086.00	69.00	\$ 26,558.00
27	41	LF		PIPE CULVERTS, CLASS D, TYPE 1 15"	110.00	\$ 4,510.00	110.26	\$ 4,520.66	71.00	\$ 2,911.00	94.00	\$ 3,854.00
28	56	LF		PIPE CULVERTS, CLASS D, TYPE 1 EQUIVALENT ROUND-SIZE 24"	175.00	\$ 9,800.00	189.01	\$ 10,584.56	121.00	\$ 6,776.00	120.00	\$ 6,720.00
29	64	LF		PIPE CULVERTS, CLASS D, TYPE 1 EQUIVALENT ROUND-SIZE 60"	400.00	\$ 25,600.00	813.76	\$ 52,080.64	280.00	\$ 17,920.00	335.00	\$ 21,400.00
30	13	EA		METAL FLARED END SECTIONS 12"	100.00	\$ 13,000.00	787.51	\$ 102,871.63	800.00	\$ 10,400.00	775.00	\$ 10,075.00
31	4	EA		METAL FLARED END SECTIONS 15"	1600.00	\$ 6,400.00	1,050.01	\$ 4,200.04	900.00	\$ 3,600.00	930.00	\$ 3,720.00
32	4	EA		METAL FLARED END SECTIONS, EQUIVALENT ROUND-SIZE 24"	3000.00	\$ 12,000.00	2,887.51	\$ 11,550.04	1,400.00	\$ 5,600.00	1,290.00	\$ 5,160.00
33	2	EA		METAL FLARED END SECTIONS, EQUIVALENT ROUND-SIZE 60"	1000.00	\$ 20,000.00	7,875.01	\$ 15,750.02	5,000.00	\$ 10,000.00	4,950.00	\$ 9,900.00
34	317	SY		STABILIZED CONSTRUCTION ENTRANCE	36.00	\$ 11,412.00	31.57	\$ 10,007.69	27.00	\$ 8,559.00	25.00	\$ 7,925.00
35	16	EA		INLET AND PIPE PROTECTION	364.00	\$ 5,824.00	367.51	\$ 5,880.16	155.00	\$ 2,480.00	165.00	\$ 2,640.00
36	4,184	LF		PERIMETER EROSION BARRIER	3.00	\$ 12,552.00	1.94	\$ 8,116.96	4.65	\$ 19,455.60	4.00	\$ 16,736.00
37	390	LF		TEMPORARY DITCH CHECK	10.00	\$ 3,900.00	7.61	\$ 2,967.90	11.00	\$ 4,290.00	8.00	\$ 3,120.00
38	1	LS		CONCRETE WASHOUT	100.00	\$ 1,000.00	1,995.01	\$ 1,995.01	3,200.00	\$ 3,200.00	2,550.00	\$ 2,550.00
39	10,000	LB		TEMPORARY EROSION CONTROL SEEDING	2.00	\$ 20,000.00	1.85	\$ 18,500.00	1.83	\$ 18,300.00	2.00	\$ 20,000.00
40	6,249	SY		STONE DUMPED RIP RAP, CLASS A3	50.00	\$ 312,450.00	34.45	\$ 215,278.05	36.70	\$ 229,338.30	47.00	\$ 293,703.00
41	177	SY		STONE DUMPED RIP RAP, CLASS A4	65.00	\$ 11,505.00	87.96	\$ 15,568.92	95.00	\$ 16,815.00	63.00	\$ 11,151.00
42	6,426	SY		FILTER FABRIC	1.50	\$ 9,639.00	2.06	\$ 13,237.56	3.30	\$ 21,265.80	2.00	\$ 12,852.00
43	23	EA		TREES, DECIDUOUS	725.00	\$ 16,675.00	656.26	\$ 15,093.98	860.00	\$ 15,180.00	730.00	\$ 16,790.00
44	42	EA		TREES, EVERGREEN	550.00	\$ 23,100.00	498.76	\$ 20,947.92	500.00	\$ 21,000.00	550.00	\$ 23,100.00
45	51	AC		SEEDING, SPECIAL	4900.00	\$ 249,900.00	3,990.01	\$ 203,490.51	3,990.00	\$ 203,490.00	4,500.00	\$ 229,500.00
46	1	LS		BOND, INSURANCE, & MOBILIZATION	55000.00	\$ 55,000.00	18,900.00	\$ 18,900.00	92,000.00	\$ 92,000.00	85,000.00	\$ 85,000.00
47	1	LS		TRAFFIC CONTROL	2000.00	\$ 20,000.00	8,925.01	\$ 8,925.01	15,000.00	\$ 15,000.00	10,000.00	\$ 10,000.00
48	1	LS		CONSTRUCTION STAKING	15000.00	\$ 15,000.00	2,500.01	\$ 2,500.01	12,400.00	\$ 12,400.00	12,200.00	\$ 12,200.00
49	1	LS		EXTRA WORK	100000.00	\$ 100,000.00	100,000.00	\$ 100,000.00	100,000.00	\$ 100,000.00	100,000.00	\$ 100,000.00
						\$ 1,872,162.00						
Total Bid:					As Read:	\$ 1,631,131.37	\$ 1,631,131.37	\$ 2,097,744.82	\$ 2,097,744.82	\$ 2,149,835.00	\$ 2,149,835.00	
					As Calculated:	\$ 1,631,131.37	\$ 1,631,131.37	\$ 2,097,744.82	\$ 2,097,744.82	\$ 2,149,835.00	\$ 2,149,835.00	
					% Above Low	-13%		12%		15%		

RETURN WITH BID

CONTRACTOR'S PROPOSAL

TO THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH:

Proposal of Beyers Construction Co. Inc.
P.O. Box 260
Pana, IL 62557

The proposed improvement is officially known as:

FORSYTH FAMILY SPORTS AND NATURE PARK, PHASE I SITE IMPROVEMENTS

The plans and specifications for the proposed improvement are those prepared by Chastain & Associates LLC, 5 N. Country Club Road, Decatur, Illinois, 62521.

The undersigned declares that he has carefully examined all contract documents and that he has inspected in detail the sites of the proposed work, and that he has familiarized himself with all legal conditions affecting the contract and the detailed requirements of construction and understands that in making this proposal he waives all right to plead any misunderstanding regarding same.

The undersigned further understands and agrees that if this proposal is accepted he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work and to furnish all of the material specified in the contract in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

The undersigned certifies, by the submission of this Bid, and in the case of a joint Bid, each party thereto certifies as to his own organization, that in connection with the Bid:

- a. The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
- b. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the BIDDER, prior to opening, directly or indirectly to any other BIDDER or to any competitor; and
- c. No attempt has been made or will be made by the BIDDER to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition; and
- d. The undersigned is the person in the BIDDER'S organization responsible for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to paragraphs a. through c. above; or
- e. The undersigned is not the person in the BIDDER'S organization responsible for the decision as to the prices being bid, but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs a. through c. above, and as their agent shall so certify. He shall also certify that he has not participated, and will not participate, in any action contrary to paragraphs a. through c. above.

The Contractor shall complete all the work required by the agreement within the time specified.

Accompanying this proposal is a BANK DRAFT, BANK CASHIER'S CHECK, or CERTIFIED CHECK made payable to the Village of Forsyth, in the amount of five (5) percent of the total Bid, or BID BOND.

RETURN WITH BID

The amount of the check or draft accompanying this proposal is:

Bind Bond Attached (\$ _____).

The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular.

Bidder acknowledges receipt of the following Addenda:

No. 1 Dated 11-30-23

No. 2 Dated 12-4-23

SCHEDULE OF PRICES

The following shall apply to preparation of the SCHEDULE OF PRICES:

1. Each pay item should have a unit price and a total price.
2. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.
3. All items shall be completed and a bid will be declared unacceptable if neither a unit price nor a total price is shown.
4. Supplemental prices are included occasionally to establish unit prices. If supplemental items are included, they must indicate the respective unit price or the bid will be declared unacceptable. Supplemental items are not included in the total bid price.

RETURN WITH BID

BID SCHEDULE
VILLAGE OF FORSYTH, ILLINOIS
FORSYTH FAMILY SPORTS AND NATURE PARK, PHASE I SITE IMPROVEMENTS

	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	EARTH EXCAVATION	CY	102,470	\$4.73	\$484,683.10
2.	TEMPORARY FENCE	LF	771	\$3.28	\$2,528.88
3.	PAVEMENT REMOVAL	SF	887	\$3.11	\$2,758.57
4.	TREE STUMP REMOVAL	EA	2	\$2,180.01	\$4,360.02
5.	HOT MIX ASPHALT PAVEMENT PATHS, 2 ½"	SY	4,526	\$24.84	\$112,425.84
6.	STANDARD DUTY HOT MIX ASPHALT PAVEMENT, 3"	SY	747	\$37.23	\$27,810.81
7.	BITUMINOUS MATERIALS (PRIME COAT)	POUND	13,143	\$0.85	\$11,171.55
8.	BITUMINOUS MATERIALS (TACK COAT)	POUND	169	\$2.85	\$481.65
9.	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6"	SY	88	\$99.76	\$8,778.88
10.	AGGREGATE BASE COURSE TY A, 4"	SY	95	\$21.01	\$1995.95
11.	AGGREGATE BASE COURSE TY A, 6"	SY	5,068	\$17.07	\$86,510.76
12.	AGGREGATE BASE COURSE TY A, 8"	SY	773	\$27.84	\$21,520.32
13.	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SF	853	\$18.91	\$16,130.23
TOTAL PAGE 1:				\$ 781,156.56	

TOTAL CARRIED FORWARD FROM PAGE 1:					\$ 781,156.56
14.	DETECTABLE WARNINGS	SF	32	\$52.51	\$1,680.32
15.	PAINT PAVEMENT MARKING LINE, 4"	LF	3,052	\$3.42	\$10,437.84
16.	PAINT PAVEMENT MARKING – LETTERS & SYMBOLS	SF	53	\$63.54	\$3,367.62
17.	PAINT PAVEMENT MARKING LINE, 12"	LF	44	\$55.40	\$2,437.60
18.	PAINT PAVEMENT MARKING LINE, 24"	LF	35	\$67.75	\$2,371.25
19.	TELESCOPING STEEL SIGN SUPPORT	LF	140	\$33.09	\$4,632.60
20.	METAL POST – TYPE B	LF	12	\$18.91	\$226.92
21.	SIGN PANEL – TYPE 1	SF	67	\$36.02	\$2,413.34
22.	PARKING BLOCKS	EA	11	\$210.01	\$2,310.11
23.	PAVEMENT PATCH	SY	32	\$168.01	\$5,376.32
24.	INLET TYPE A	EA	3	\$2,100.01	\$6,300.03
25.	PIPE CULVERTS, CLASS D, TYPE 1 10"	LF	27	\$73.51	\$1,984.77
26.	PIPE CULVERTS, CLASS D, TYPE 1 12"	LF	382	\$94.51	\$36,102.82
TOTAL PAGE 2:					\$ 860,798.10

RETURN WITH BID

TOTAL CARRIED FORWARD FROM PAGE 2:				\$ 860,798.10	
27.	PIPE CULVERTS, CLASS D, TYPE 1 15"	LF	41	\$110.26	\$4,520.66
28.	PIPE CULVERTS, CLASS D, TYPE 1 EQUIVALENT ROUND-SIZE 24"	LF	56	\$189.01	\$10,584.56
29.	PIPE CULVERTS, CLASS D, TYPE 1 EQUIVALENT ROUND-SIZE 60"	LF	64	\$813.76	\$52,080.64
30.	METAL FLARED END SECTIONS 12"	EA	13	\$787.51	\$10,237.63
31.	METAL FLARED END SECTIONS 15"	EA	4	\$1,050.01	\$4,200.04
32.	METAL FLARED END SECTIONS EQUIVALENT ROUND-SIZE 24"	EA	4	\$2,887.51	\$11,550.04
33.	METAL FLARED END SECTIONS EQUIVALENT ROUND-SIZE 60"	EA	2	\$7,875.01	\$15,750.02
34.	STABILIZED CONSTRUCTION ENTRANCE	SY	317	\$31.57	\$10,007.69
35.	INLET AND PIPE PROTECTION	EA	16	\$367.51	\$5,880.16
36.	PERIMETER EROSION BARRIER	LF	4,184	\$1.94	\$8,116.96
37.	TEMPORARY DITCH CHECK	LF	390	\$7.61	\$2,967.90
38.	CONCRETE WASHOUT	LS	1	\$1,995.01	\$1,995.01
39.	TEMPORARY EROSION CONTROL SEEDING	LB	10,000	\$1.85	\$18,500.00
40.	STONE DUMPED RIPRAP, CLASS A3	SY	6,249	\$34.45	\$215,278.05
41.	STONE DUMPED RIPRAP, CLASS A4	SY	177	\$87.96	\$15,568.92
TOTAL PAGE 3:				\$ 1,248,036.38	

TOTAL CARRIED FORWARD FROM PAGE 3:				\$ 1,248,036.38	
42.	FILTER FABRIC	SY	6,426	\$2.06	\$13,237.56
43.	TREES, DECIDUOUS	EA	23	\$656.26	\$15,093.98
44.	TREES, EVERGREEN	EA	42	498.76	\$20,947.92
45.	SEEDING, SPECIAL	AC	51	\$3,990.01	\$203,490.51
46.	BOND, INSURANCE, & MOBILIZATION	LS	1	\$18,900.00	\$18,900.00
47.	TRAFFIC CONTROL	LS	1	\$8,925.01	\$8,925.01
48.	CONSTRUCTION STAKING	LS	1	\$2,500.01	\$2,500.01
	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	LS	1	\$100,000.00	\$100,000.00
TOTAL BID:				\$ 1,631,131.37	

SUPPLEMENTAL SCHEDULE OF UNIT PRICES FOR FIXING THE COST BASIS OF CHANGES

	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
49.	PORTLAND CEMENT CONCRETE PAVEMENT PATHS, 5"	SY	4,526		

RETURN WITH BID

BIDDER CERTIFICATION
In Compliance with Article 33 E to the
"Illinois Criminal Code of 2012"

I, Jeffrey M. Beyers, do hereby certify that:

1. I am President of the Beyers Construction Co. Inc.
Position Firm

and have authority to execute this certification on behalf of the firm;

2. This firm is not barred from bidding on this contract as a result of a violation of either Section 33E-3, Bid-rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E to the "Illinois Criminal Code of 2012."

Name of Firm Beyers Construction Co., Inc.

Signature

Title President

Date 12-6-23

Corporate Seal (where appropriate)

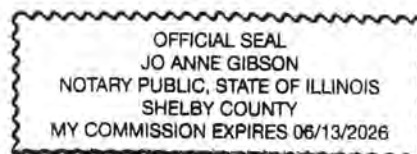
On this 6 day of December, 2023, before me appeared Jeffrey M. Beyers (Name), to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by Beyers Construction (Name of Firm) to execute the affidavit and did so as his or her free act and deed.

Notary Public

Commission Expires

Jo A. Gibson

6-13-26



STATE OF ILLINOIS REQUIRED CERTIFICATIONS

BID-RIGGING/BID-ROTATING

The Grantee or Contractor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33 E-3 and 5/33 E-4).

DRUGFREE WORKPLACE ACT

The Grantee or Contractor certifies that:

A) ☒ It is a Corporation, Partnership, or other entity (other than an individual) with 24 or fewer employees at the time of execution of the Agreement.

B) ☐ That the purpose of this grant is to find solid waste reduction.

C) ☐ It is a Corporation, Partnership, or other entity (other than an individual) with 25 or more employees at the time of execution of this Agreement, or

D) ☐ That it is an individual.

If Option "A" or "B" is checked this Agreement is not subject to the requirements of the Act.

If Option "C" or "D" is checked and the amount of this grant is five thousand dollars (\$5,000.00) or more, the Grantee is notified that the Drugfree Workplace Act (30 ILCS 580/1 et seq.) is applicable to this Agreement, and the Grantee must comply with the terms of said Act, as set forth below:

Grantee will provide a drugfree workplace by:

(a) Publishing a statement:

- i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's or Contractor's workplace.
- ii) Specifying the actions that will be taken against employees for violations of such prohibition.
- iii) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

- (A) abide by the terms of the statement; and
- (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction

- (b) Establishing a drug free awareness program to inform employees about:
 - i) the dangers of drug abuse in the workplace;
 - ii) the Grantee's or Contractor's policy of maintaining a drug free workplace;
 - iii) any available drug counseling, rehabilitation and employee assistance programs; and
 - iv) the penalties that may be imposed upon an employee for drug violations.
- (c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (iii) of subsection (a) above, from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drugfree Workplace Act, 30 ILCS 580/5.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drugfree workplace through implementation of the Drugfree Workplace Act, 30 ILCS 580/5.

If Grantee or Contractor is an individual, it certifies that he or she will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract.

ANTI-BRIBERY

The Grantee or Contractor certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has Grantee or Contractor or any of its employees made an admission of guilt of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500/50-5).

DISCRIMINATION/ILLINOIS HUMAN RIGHTS ACT

The Grantee or Contractor certifies (i) that it will not commit unlawful discrimination in employment in Illinois as that term is defined in Article 2 of said Act; (ii) that it will comply with the provisions of Article 5 of the Act regarding equal employment opportunities and affirmative action; and, (iii) that it will comply with policies and procedures established by the Department of Human Rights under Article 7 of the Act regarding equal employment opportunities and affirmative action.

The Grantee or Contractor further certifies that, if applicable, it will comply with "An Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works." (775 ILCS 10/0.01 et seq.)

SEXUAL HARASSMENT

The Grantee or Contractor certifies that it has written sexual harassment policies that shall include, at a minimum, the following information; (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's or Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105 (B)(5)). A copy of the policies shall be provided to the Department upon request.

INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Grantee or Contractor hereby certifies that neither the Grantee or Contractor, nor any substantially owned affiliate company of the Grantee or Contractor is participating or will participate in an International boycott, as defined by the provisions of the U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce, promulgated pursuant to that Act (30 ILCS 582/ et seq.).

FEDERAL STATE AND LOCAL LAWS; TAX LIABILITIES; STATE AGENCY DELINQUENCIES

The Grantee or Contractor is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that the Grantee or Contractor is delinquent in filing and/or paying any federal, state and/or local taxes, the Department shall disburse Grant Funds only if the Grantee or Contractor enters into an installment payment agreement with said tax authority and remains in good standing there with. Grantee or Contractor is required to tender a copy of any such installment payment agreement to the Department. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the Grantee or Contractor is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee or Contractor; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

PROHIBITION OF GOODS DERIVED FROM CHILD LABOR

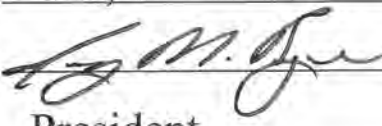
The Grantee or Contractor certifies, in accordance with Public Act 94-0264, that no foreign-made equipment, materials, or supplies furnished to the State in connection with this Agreement have been produced in whole or in part by the labor of any child under the age of 12.

PREVAILING WAGE

The Grantee or Contractor acknowledges that receipt of Grant Funds under this Agreement require compliance with the Prevailing Wage Act (820 ILCS 130 et. Seq.). Persons willfully failing to comply with, or willfully violating this Act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

RETURN WITH BIDLIEN WAIVERS

The Grantee or Contractor shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

Firm Name: Beyers Construction Co., Inc.P.O. Box 260Pana, IL 62557By: Title: President

RETURN WITH BID

NON-COLLUSION AFFIDAVIT

STATE OF Illinois)
COUNTY OF Shelby) ss

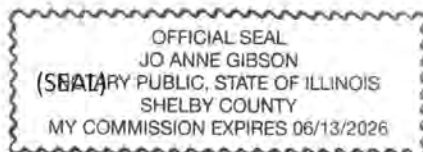
Jeffrey M. Beyers, being first duly sworn, deposes and says that they are President (sole owner, partner, president, secretary, etc.) of Beyers Construction Co. Inc., the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in their general business.

Signed:

Title:

President

Subscribed and sworn to before me this 6 day of December, 2023.



Jo A. Gibson
Notary Public

*The Owner reserves the right, before any award of contract is made, to require of any bidder to whom it may make an award of the Contract, a duly executed non-collusion affidavit in the form designated above.

RETURN WITH BID

(If An Individual)
Signature of Bidder

(SEAL)

Business Address

(If a Co-Partnership)

Firm Name

(SEAL)

By:

(SEAL)

Business Address

Names of All
Members of Firm

(If a Corporation)

Corporate Name

Beyers Construction Co., Inc.

(SEAL)

By:

Jeffrey M. Beyers
President

Business Address

P.O. Box 260

Pana, IL 62557

Names
Of
Officers

Jeffrey M. Beyers

President

Donald R. Beyers

Secretary

Donald R. Beyers

Treasurer

Attest:

Donald R. Beyers
Secretary





Bid Bond

Contractor:

(Name, Legal Status and Address)

Beyers Construction Co Inc
PO Box 260
Pana IL 62557

Surety:

(Name, Legal Status and Principal Place of Business)

United Fire & Casualty Company
P.O. Box 73909
Cedar Rapids IA 52407-3909

Owner:

(Name, Legal Status and Address)

Village of Forsyth
301 S Route 51
Forsyth IL 62535

Bond Amount: Five percent of bid

Project:

(Name, location or address, and Project number, if any)

Forsyth Family Sports & Nature Park, Phase I Site Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be Specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waived any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

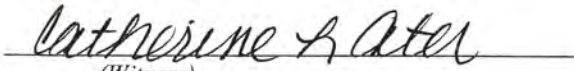
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

The document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

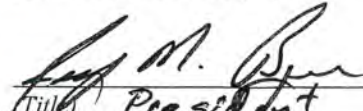
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this 7th day of December, 2023

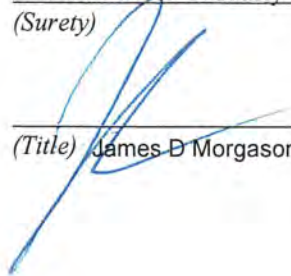

(Witness)


(Witness)

Beyers Construction Co Inc
(Contractor as Principal) (Seal)


(Title) President

United Fire & Casualty Company
(Surety) (Seal)


(Title) James D Morgason, Attorney-in-Fact

State of Illinois

} ss:

County of Macon

On 7th day of December, 2023 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James D Morgason

known to me to be Attorney-in-Fact of United Fire & Casualty Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Catherine Later

(Notary Public)





KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KEVIN J. BREHENY, MICHAEL K. BREHENY, TIM R. PATTON, JAMES D. MORGASON, DANIEL A. MARTINI, ASHLYN B. TUCKER, MATTHEW D. BENNETT, WESLEY SHADE, HOLLI SCHOREY, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

15th day of November, 2017



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By:

Dennis J. Richmann
 Vice President

State of Iowa, County of Linn, ss:

On 15th day of November, 2017, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Iowa Notarial Seal
 Commission number 173041
 My Commission Expires 4/23/2024

Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 7th day of December, 2023



By:

Mary A. Bertsch
 Assistant Secretary
 UF&C & UF&I & FPIC

OLD BUSINESS

ITEM 2

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: 12-19-2023
Subject: Prairie Winds

Crawfords would like to purchase 12.5 acres for the total cost of \$184,684.82.
80% of appraised value.

The map attached will show how they plan on working on our LOT 4
This is a follow-up conversation to what we discussed at our last meeting. Once we establish the use of the land we will discuss TIF and other incentives in later meetings.

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

LOCATION MAP



PRAIRIE WINDS SUBDIVISION THIRD ADDITION

A SUBDIVISION 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

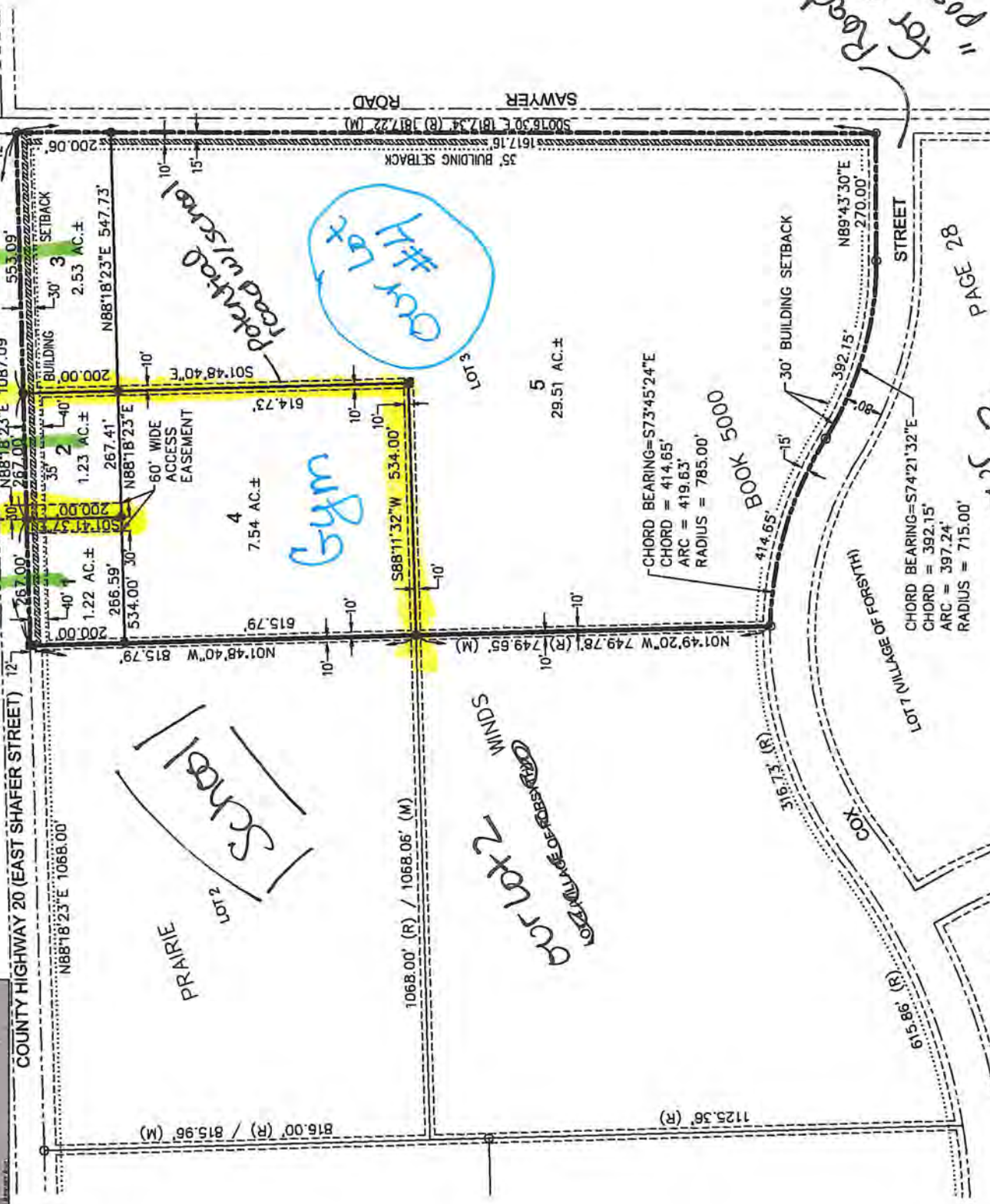
OWNER: VILLAGE OF FORSYTH, ILLINOIS

SUBDIVIDER: KRC PROPERTIES

entrance

road

"strip"



Our Lot 1

Our Lot 2

Our Lot 3

Our Lot 4

Gym

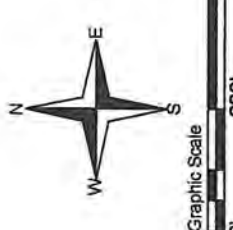
School

entrance

road

strip

possible road here



DRAINAGE STATEMENT

WE, THE UNDERSIGNED, RESPECTIVELY A REGISTERED PROFESSIONAL ENGINEER AND THE OWNER OR OWNERS OF THE LAND SUBDIVIDED HEREBY OR THE DULY AUTHORIZED ATTORNEY OF SUCH OWNER OR OWNERS, STATE THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF THE SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE IS CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER OR SUBDIVIDERS HAVE A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH THE GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

OWNER: *[Signature]* 12/4/23
SUBDIVIDER: *[Signature]* 12/4/23
DANA W. MANN, PROFESSIONAL ENGINEER No. 57164 DATED 12/1/2023

GENERAL NOTES

1. ALL LOT CORNERS ARE MARKED WITH IRON PINS UNLESS OTHERWISE NOTED.
 2. ALL EASEMENTS ARE FOR DRAINAGE AND PUBLIC UTILITIES UNLESS OTHERWISE NOTED. NO UTILITIES SHALL BE CONSTRUCTED IN THE WALKWAY/BIKEWAY EASEMENT.
 3. NO PART OF THIS PROPERTY COVERED BY THIS PLAT OR SUBDIVISION IS SITUATED WITHIN 500 FEET OF A SURFACE DRAIN OR WATERCOURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.
 4. ALL OF THIS PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF FORSYTH.
 5. FIELD WORK COMPLETED JANUARY 2024.
 6. BUILDING SETBACKS R-1 ZONING:
 - A. FRONT YARD - 30 FEET (COX ST.) / 35 FEET (E. SHAFER ST.)
 - B. SIDE YARD - 7 FEET
 - C. REAR YARD - 25 FEET
 7. THE SUBJECT PARCEL APPEARS ON F.E.M.A.'S "FLOOD INSURANCE RATE MAP" FOR MACON COUNTY AND INCORPORATED AREAS, MAP NUMBER 17115C0187E WITH AN EFFECTIVE DATE OF JUNE 7, 2017. THE SUBJECT PARCEL IS LOCATED IN "ZONE X" (AREA OF MINIMAL FLOOD HAZARD).
 8. BEARINGS SHOWN ARE ASSUMED.
 9. EAST SHAFER STREET, COX STREET AND SAWYER ROAD RIGHT OF WAYS WERE PREVIOUSLY DEDICATED AS PART OF PRAIRIE WINDS SUBDIVISION.
- 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 DECEMBER 1, 2023.

[Signature]
DANA W. MANN, ILLS No. 3698
LICENSE EXP. DATE 11/30/2024

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

STATE OF ILLINOIS
DANA W. MANN
PROFESSIONAL LAND SURVEYOR
No. 3698
EXP. DATE 11/30/2024

STATE OF ILLINOIS
DANA W. MANN
PROFESSIONAL LAND SURVEYOR
No. 3698
EXP. DATE 11/30/2024

PAGE 28

LEGEND

- IRON PIN SET (6/8"x30")
- IRON PIN FOUND (5/8")
- CONCRETE MONUMENT SET
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- BUILDING SETBACK
- LOT LINE
- BOUNDARY LINE
- SECTION LINE
- 10' WIDE WALKWAY/BIKEWAY EASEMENT

FORSYTH PLANNING & ZONING COMMISSION

DATED: _____

APPROVED BY: CHAIRMAN _____

ATTESTED BY: SECRETARY _____

FORSYTH VILLAGE BOARD

DATED: _____

APPROVED BY: MAYOR _____

ATTESTED BY: VILLAGE CLERK _____

ZONING OFFICIAL

DATED: _____

APPROVED BY: VILLAGE ADMINISTRATOR _____

REVIEWED	DATE	BY
12/1/2023	12/1/2023	D. MANN

MANN ENGINEERING & SURVEYING, LLC

P.O. BOX 321
FORSYTH, IL 62535
TEL: 217-433-4537
EMAIL: MANNENGR@YAHOO.COM
ILLINOIS DESIGN FIRM No. 184-007055

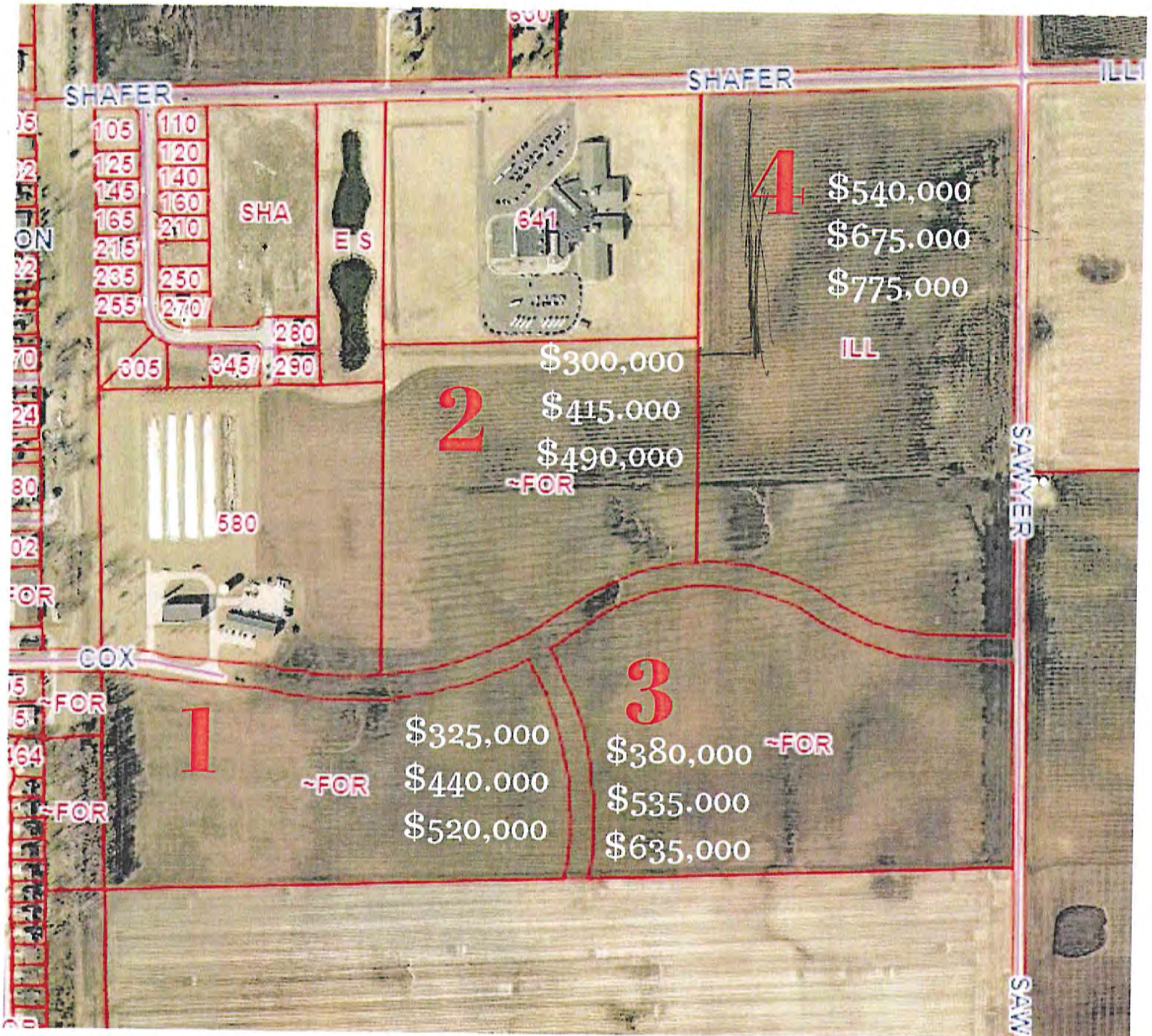
FINAL PLAT

PRAIRIE WINDS SUBDIVISION
THIRD ADDITION
FORSYTH, ILLINOIS

Project No. 2331

Sheet No. 1 OF 1

Prairie Winds Appraisal Comparison 2016-2021-2023



NEW BUSINESS

ITEM 1



MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Matthew B. Foster, PE, PLS
Date: December 14, 2023
cc: Jill Applebee, Village Administrator
Re: **Grayhawk Pavement Maintenance Change Order #1**

Honorable Mayor and Trustees,

Presented for consideration is contract change order #1 for the Grayhawk Pavement Maintenance project. This change order to Dunn Company covers the adjustment to the project quantities for actual quantities placed during construction. These quantity differences are covered under the contingency line item; therefore, no price addition is needed. Net change to the contract by this change order is a deduction of \$9.00.

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

A handwritten signature in blue ink, reading "Matthew B. Foster".

CHANGE ORDEROrder No.: 01Date: 12-6-23Agreement Date: 9/5/2023**NAME OF PROJECT:** GRAYHAWK PAVEMENT MAINTENANCE**OWNER:** VILLAGE OF FORSYTH, ILLINOIS**CONTRACTOR:** DUNN COMPANY A DIVISION OF TYROLT, INC.The following changes are hereby made to the **CONTRACT DOCUMENTS**:

ITEM AND QUANTITY	ADDITION	DEDUCTION
CURB REMOVAL AND REPLACEMENT – ADD 5 FT @ 158.20/FT	\$791.00	
ALT, CAN, EXT, DED, AND EXTRA WORK – DEDUCT 0.04 L SUM @ \$20,000/L SUM		(\$800.00)
	\$791.00	(\$800.00)
Total Contract Change =		(\$9.00)

JUSTIFICATION:

(1) As-built final quantity balancing

CHANGE TO CONTRACT PRICE:Original **CONTRACT PRICE**: \$ 213,837.20Current **CONTRACT PRICE** adjusted by previous **CHANGE ORDER**: \$ 213,837.20The **CONTRACT PRICE** due to this **CHANGE ORDER** will be decreased by: \$ 9.00The new **CONTRACT PRICE** including this **CHANGE ORDER** will be: \$ 213,828.20**CHANGE TO CONTRACT TIME:**The **CONTRACT TIME** will be (increased/decreased) by 0 working days.**GERMAINESS DETERMINATION:**

G1 – The undersigned determine that the change is germane to the contract as signed, because provision for this work is included in the original contract.

APPROVALS REQUIRED:Recommended by: Chastain & Associates, LLCBy: Matthew B. [Signature]Approved by Owner: Village of Forsyth, Illinois

By: _____

Approved by Contractor: Dunn CompanyBy: Deej Morgeson [Signature]**A FACSIMILE OR PHOTOSTATIC COPY OF THIS DOCUMENT SHALL BE CONSIDERED AS EFFECTIVE AS THE ORIGINAL.**

NEW BUSINESS

ITEM 2



MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Matthew B. Foster, PE, PLS
Date: December 14, 2023
cc: Ms. Jill Applebee, Village Administrator
Re: **Eastside Bike Path Maintenance Change Order #1 & Final**

Honorable Mayor and Trustees,

Presented for consideration is construction contract change order #1 & final for the Eastside Bike Path Maintenance project. This change order to Dunn Company covers the standard adjustments to quantities to reflect final field measurements. It also includes the addition of new pay items, which was a necessary change due to existing conditions observed in the field once construction was started. Net change to the contract price by this change order is a deduction of \$3,929.04.

In the Village's 2023 Budget, \$300,000 was provided for design, bidding, construction and observation services for this project (line item 30-00-892). The following is a current projection of the costs for these items:

Design & Bidding:	\$ 13,545 (Final)
Construction:	\$219,519 (Final)
<u>Observation:</u>	<u>\$ 20,000 (Estimated)</u>
2023 Project Total:	\$253,064 (\$46,936 / 15.6% under budget)

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

A handwritten signature in blue ink that reads "Matthew B. Foster".

CHANGE ORDEROrder No.: 01 & FinalDate: 12/11/2023Agreement Date: 9/5/2023**NAME OF PROJECT:** EASTSIDE BIKE PATH MAINTENANCE**OWNER:** VILLAGE OF FORSYTH, ILLINOIS**CONTRACTOR:** DUNN COMPANY, A DIVISION OF TYROLT, INC.The following changes are hereby made to the **CONTRACT DOCUMENTS**:

ITEM AND QUANTITY	ADDITION	DEDUCTION
FINAL QUANTITY BALANCING, SEE ATTACHED SUMMARY	\$82,012.46	(\$85,941.50)
	\$82,012.46	(\$85,941.50)
Total Contract Change =		(\$3,929.04)

JUSTIFICATION:

SEE ATTACHED FOR JUSTIFICATIONS

CHANGE TO CONTRACT PRICE:Original **CONTRACT PRICE**: \$ 223,447.30Current **CONTRACT PRICE** adjusted by previous **CHANGE ORDER**: \$ 223,447.30The **CONTRACT PRICE** due to this **CHANGE ORDER** will be decreased by: \$ (3,929.04)The new **CONTRACT PRICE** including this **CHANGE ORDER** will be: \$ 219,518.26**CHANGE TO CONTRACT TIME:**The **CONTRACT TIME** will be (increased/decreased) by 0 working days.**GERMAINESS DETERMINATION:**

G1 – The undersigned determine that the change is germane to the contract as signed, because provision for this work is included in the original contract.

APPROVALS REQUIRED:Recommended by: Chastain & Associates, LLCBy: Approved by Owner: Village of Forsyth, Illinois

By: _____

Approved by Contractor: Dunn Company, a div. of Tyrolt, Inc.By: **A FACSIMILE OR PHOTOSTATIC COPY OF THIS DOCUMENT SHALL BE CONSIDERED AS EFFECTIVE AS THE ORIGINAL.**

