

**AGENDA**  
**REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, ILLINOIS**  
**6:30 P.M.**  
**TUESDAY, NOVEMBER 7, 2023**  
**VILLAGE HALL, 301 SOUTH ROUTE 51, FORSYTH, ILLINOIS**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**HONOR KRISTIN LARNER AND JENNY COWGILL FOR HEROIC ACTIONS AT MAROA FORSYTH GRADE SCHOOL**

**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 OCTOBER 17, 2023
2. APPROVAL OF WARRANTS

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

**ADMINISTRATION REPORTS**

1. LAW ENFORCEMENT REPORT
2. VILLAGE STAFF REPORTS

**OLD BUSINESS**

1. ORDINANCE NUMBER 2023-30 AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE PURPOSES FOR THE VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023 (VILLAGE TREASURER RHONDA STEWART)
2. ORDINANCE NUMBER 2023-34 AN ORDINANCE APPROVING LEASE OF A PORTION OF REAL PROPERTY WITH PIN 07-07-15-229-008 (VILLAGE ATTORNEY LISA PETRILLI)
3. ORDINANCE NUMBER 2023-31 AN ORDINANCE AMENDING THE VILLAGE CODE TO ALLOW GOLF CARS AND OFF-HIGHWAY VEHICLES ON VILLAGE STREETS (VILLAGE ATTORNEY LISA PETRILLI)

**NEW BUSINESS**

1. ORDINANCE NUMBER 2023-35 AN ORDINANCE APPROVING A VARIANCE TO PERMIT FREE STANDING SOLAR PANELS AT MAROA FORSYTH CUSTD #2 LOCATED AT 642 E. SHAFER, FORSYTH, ILLINOIS (VILLAGE ADMINISTRATOR APPLEBEE)
2. ORDINANCE NUMBER 2023-36 AN ORDINANCE APPROVING PURCHASE OF ADDITIONAL PLAYGROUND EQUIPMENT (VILLAGE ADMINISTRATOR JILL APPLEBEE)
3. ORDINANCE NUMBER 2023-37 AN ORDINANCE APPOINTING MELANIE WEIGEL AS LIBRARY DIRECTOR (VILLAGE ADMINISTRATOR JILL APPLEBEE)
4. RESOLUTION NUMBER 18-2023 A RESOLUTION APPROVING ALL SERVICE CONTRACTING CORP. BID FOR WATER TREATMENT PLANT CLARICONE AND FILTER MAINTENANCE PROJECT (PUBLIC WORKS DIRECTOR DARIN FOWLER)
5. DISCUSSION AND POTENTIAL ACTION REGARDING WELL 7 CHANGE ORDER 1 (VILLAGE ENGINEER JEREMY BUENING)
6. DISCUSSION AND POTENTIAL ACTION REGARDING WELL 7 CHANGE ORDER 2 (VILLAGE

- ENGINEER JEREMY BUENING)
7. DISCUSSION AND POTENTIAL ACTION REGARDING REPAIR OF POWER LINE FOR WELL 3 (PUBLIC WORKS DIRECTOR DARIN FOWLER)
  8. DISCUSSION AND POTENTIAL ACTION REGARDING APPOINTMENT OF PLANNING AND ZONING COMMISSIONERS (VILLAGE ADMINISTRATOR JILL APPLEBEE)
  9. DISCUSSION AND POTENTIAL ACTION REGARDING APPOINTMENT OF LAURA REIMER TO LIBRARY COMMISSION (VILLAGE ADMINISTRATOR JILL APPLEBEE)

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

**5 ILCS 120/2(c)(1):** The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity.

**5 ILCS 120/2(c)(6):** The setting of a price for sale or lease of property owned by the public body.

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

#### **CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSION**

#### **ADJOURNMENT**

Time: Nov 7, 2023 06:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/86015275539>

Meeting ID: 860 1527 5539

One tap mobile

+13126266799,,86015275539

# **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, OCTOBER 17, 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 Bob Gruenewald, Trustee Marilyn Johnson, Trustee Dave Wendt, Trustee Jeremy Shaw, Trustee Jeff London

**Staff Present:**

Village Administrator Jill Applebee, Works Director Darin Fowler, Village Attorney Lisa Petrilli, Village Treasurer Rhonda Stewart, Village Clerk Cheryl Marty

**Others Present:** Michael Burkham, Megan Breheny, Ann Callarman, Brandon Janvrin

**CONSENT AGENDA**

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF SEPTEMBER 19, 2023
2. APPROVAL OF WARRANTS
3. APPROVAL OF TREASURER'S REPORT FOR THE MONTH OF SEPTEMBER, 2023

**MOTION**

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

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

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

Motion declared carried.

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

Resident Brandon Janvrin spoke briefly in support of Mike Burkham who is running for County Coroner. He also complimented Trustee Wendt on how well he represents the Village on the Brian Byers show. Mike Burkham introduced himself as a candidate for Macon County Coroner.

## **ADMINISTRATION REPORTS**

1. Law Enforcement Report  
Sheriff Deputy Hale reported an uptick in retail theft at Menards.
2. Village Staff Reports  
Mayor Peck noted that the October 30 strategic plan meeting has been rescheduled. Village Engineer Buening confirmed that the Route 51 bid is still pending. Village Attorney Petrilli confirmed that there has been no contact with the county yet regarding the Phillips Pipeline property issue. Trustee Wendt gave a DACVB update report on a future disc golf tourney, boat races, and a bike tour in June. The bass fishing tourney was also a success.

## **OLD BUSINESS**

1. ORDINANCE NUMBER 2023-31 AN ORDINANCE AMENDING THE VILLAGE CODE TO ALLOW GOLF CARTS AND OFF-HIGHWAY VEHICLES ON VILLAGE STREETS (VILLAGE ATTORNEY LISA PETRILLI)

Attorney Lisa Petrilli explained the details for consideration in the ordinance. Stickers were passed around for review which will confirm the vehicle has been permitted. The cost is \$50 annually, stickers will be placed on the rear of the golf cart and new different colored stickers will be issued each year. All agreed that all golf carts would be required to have a sticker and meet all requirements. Penalties include a graduated scale of fines and possible revocation and/or suspension where the Board Trustees will make the final decision. A lengthy discussion centered around the topics of golf carts possibly only crossing at stop lights, exactly where within the park golf carts would be allowed, child restraint details, and acceptable proof of insurance. The Village Attorney will make the agreed upon revisions and present for review at the next Board meeting.

No motion needed.

2. DISCUSSION AND POTENTIAL ACTION REGARDING SPORTS AND NATURE PARK (ENGINEER JEREMY BUENING)

Village Engineer Buening said two bids were received for the pond, parking lot, loop around the pond and removal of topsoil. Both bids were excessively high. Discussion

followed on how to lower the project costs by using smaller rip rap and not remove the topsoil, along with not requiring the contractor to do 50% of the work since this is a smaller project. All agreed to these cost-saving measures and agreed for Chastain & Associates to reject both bids and then rebid it.

## **MOTION**

Trustee Wendt made a Motion to reject all bids received by the Village for work on the Sports and Nature Park and rebid the project with a different scope of work and Trustee Gruenewald seconded the Motion.

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

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

Motion declared carried.

## **NEW BUSINESS**

1. ORDINANCE NUMBER 2023-32 AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF FORSYTH AND 121 COFFEE RUN, LLC (ADMINISTRATOR APPLEBEE)

Administrator Applebee introduced the Ordinance details regarding the 121 Coffee Run agreement. It is a non-matching redevelopment grant of \$25,000 and is to provide 121 Coffee Run a firm foundation for success in the Village once they open in November. While it is not a TIF grant the money will come out of the TIF fund. The airstream trailer will not be mobile and will be there until a permanent building solution is identified. Discussion ensued.

## **MOTION**

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

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

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

Motion declared carried.

2. **ORDINANCE NUMBER 2023-33 AN ORDINANCE APPROVING PURCHASE OF PLAYGROUND EQUIPMENT (ADMINISTRATOR APPLEBEE)**

Administrator Applebee and Public Works Director Fowler have been working on this for a long while. Much of the current playground equipment is chained off for safety reasons and in poor condition. Residents have long complained about these conditions. Game Time has submitted a proposal for renovating all playgrounds except the library for a discounted cost of \$483,905.74 for equipment only. Costs will go up 7-8% next year so the timing is opportune to take advantage of the price discount. Funding will come from capital funding. Discussion ensued on various details.

**MOTION**

Trustee Wendt made a Motion to approve the purchase of the playground equipment as presented and Trustee London seconded the Motion.

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

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

Motion declared carried.

3. **RESOLUTION NUMBER 16-2023 A RESOLUTION APPROVING A LEASE AGREEMENT WITH MAROA-FORSYTH COMMUNITY UNIT SCHOOL DISTRICT NO. 2 (ADMINISTRATOR APPLEBEE)**

Administrator Applebee explained that the five (5) year contract for rental of the softball/baseball diamonds is up but the school district is only looking for a one (1) year contract due to the fact they are searching for a new superintendent. The \$10,500 payment will be due in October. A short discussion ensued.

**MOTION**

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

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

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

Village of Forsyth  
Board Meeting Minutes  
October 17, 2023

Motion declared carried.

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

**5 ILCS 120/2(c)(6):** The setting of a price for sale or lease of property owned by the public body.

**5 ILCS 120/2(c)(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.

Closed session was cancelled per Administrator Applebee.

**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 8:30 P.M.

By: Cheryl Marty  
Village Clerk

# **CONSENT AGENDA**

## **ITEM 2**

DATE: 11/07/23

Tuesday November 07,2023

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| PAYABLE TO<br>INV NO                                | G/L NUMBER  | DESCRIPTION                         | AMOUNT   | DISTR    |
|-----------------------------------------------------|-------------|-------------------------------------|----------|----------|
| 01 ANDERSON BROTHERS ENTERPRISES,<br>379            | 01-52-517   | SEEDING & AERATION BASEBALL & SOFTB | 2100.00  | 2100.00  |
| 01 JEFFERY ANDERSON<br>5924                         | 01-52-617   | GROUND MAINT SUPPLIES               | 587.00   | 587.00   |
| 01 ARCHITECTURAL EXPRESSIONS, LLP<br>00001-A        | 01-11-549   | STARBUCKS SHELL & BLDG FITOUT CODE  | 1372.50  | 1372.50  |
| 01 BAKER & TAYLOR, INC<br>110323                    | 01-53-671   | BOOKS                               | 1049.67  | 87.69    |
| 110323-1                                            | 01-53-671   | BOOKS                               |          | 961.98   |
| 01 BARBECK COMMUNICATION GROUP IN<br>153000343-1    | 01-11-552   | SERVICE CALL TO CHANGE NEW HOURS    | 57.50    | 57.50    |
| 01 BEST ONE OF CENTRAL IL<br>314861                 | 01-41-513   | VEHICLE MAINT SERVICE               | 275.00   | 275.00   |
| 01 BLACKSTONE AUDIO, INC<br>2123538                 | 01-53-681   | AUDIO VISUAL                        | 47.95    | 47.95    |
| 01 BLUEROCK EVENT SOLUTIONS LLC<br>E77FCAF3-1       | 01-10-917   | 10-6 FIRST FRIDAY ADDITIONAL        | 909.00   | 909.00   |
| 01 BODINE ELECTRIC<br>39594                         | 01-41-579   | REPAIR TRAFFIC SIGNAL AT 51 & BARNE | 680.00   | 680.00   |
| 01 SPRINGFILED ELECTRIC SUPPLY CO<br>S010552409.001 | 01-52-612   | EQUIP MAINT                         | 161.10   | 161.10   |
| 01 JAMES BRUMMITT<br>110323                         | 01-11-547   | 756 SPYGLASS ELECTRIC INSPECT       | 90.00    | 90.00    |
| 01 BURDICK PLUMBING & HEATING CO,<br>7218           | 51-00-549   | 480 JACOB'S WAY REPAIR WATER LINE   | 2251.00  | 2251.00  |
| 01 CHASTAIN & ASSOCIATES, LLC<br>110323             | 30-00-835   | M/F GRADE SCHOOL BIKE PATH SEPT '23 | 57837.66 | 1128.40  |
| 110323                                              | 30-00-835   | M/F GRADE SCH BIKE PATH LAND SEPT   |          | 595.20   |
| 110323                                              | 01-11-532   | 2023 ADMIN ADVISORY                 |          | 3909.70  |
| 110323                                              | 01-11-532   | SITE PLAN REVIEW VILLAGE & SULLIVAN |          | 406.63   |
| 110323                                              | 01-11-532   | SUB-D REVIEW W WEAVER RD ADDITION   |          | 619.20   |
| 110323                                              | 30-00-892   | EAST BIKE PATH MAINT                |          | 396.60   |
| 110323                                              | 30-00-892   | EAST BIKE PATH EASEMENTS            |          | 1276.80  |
| 110323                                              | 30-00-892   | EAST BIKE PATH MAINT                |          | 1610.40  |
| 110323                                              | 30-00-864-7 | GRAYHAWK PAVEMENT MAINT             |          | 1632.01  |
| 110323                                              | 01-41-532   | 2023 STREET DEPT ADVISORY           |          | 5378.40  |
| 110323                                              | 30-00-864-7 | GRAYHAWK PAVEMENT REPAIRS           |          | 746.72   |
| 110323                                              | 01-41-515   | 2023 STORM WATER ADVISORY           |          | 253.24   |
| 110323                                              | 01-11-532   | 2023 SEWER DEPT ADVISORY            |          | 297.60   |
| 110323                                              | 15-00-864-2 | MOON ST SIDEWALK IMPV               |          | 18297.48 |
| 110323                                              | 15-00-874-2 | BARNETT AVE IMPROV                  |          | 10421.90 |
| 110323                                              | 30-00-810-8 | WTP CLARIFIED FILTER MAINT          |          | 8430.68  |
| 110323                                              | 30-00-810-8 | WTR TOWERS GROUND STORAGE & AERATOR |          | 2436.70  |
| 01 CONSTELLATION NEWENERGY INC.<br>66558218501      | 01-11-571   | SEPT '23 ELECTRIC UTILITIES         | 9312.68  | 510.94   |
| 66558218501                                         | 01-41-571   | SEPT '23 ELECTRIC UTILITIES         |          | 559.38   |

DATE: 11/07/23

Tuesday November 07,2023

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| PAYABLE TO<br>INV NO              | G/L NUMBER  | DESCRIPTION                        | AMOUNT  | DISTR   |
|-----------------------------------|-------------|------------------------------------|---------|---------|
| 66558218501                       | 01-41-572   | SEPT '23 ELECTRIC UTILITIES        | 109.26  |         |
| 66558218501                       | 01-41-579   | SEPT '23 ELECTRIC UTILITIES        | 144.11  |         |
| 66558218501                       | 01-52-571   | SEPT '23 ELECTRIC UTILITIES        | 1171.99 |         |
| 66558218501                       | 01-53-571   | SEPT '23 ELECTRIC UTILITIES        | 2102.75 |         |
| 66558218501                       | 51-00-571   | SEPT '23 ELECTRIC UTILITIES        | 3885.89 |         |
| 66558218501                       | 52-00-571   | SEPT '23 ELECTRIC UTILITIES        | 816.22  |         |
| 66720304601                       | 01-41-572   | OCT '23 ENTRANCE SIGNS ELECTRIC    | 12.14   |         |
| 01 CONSTELLATION NEWENERGY        |             |                                    | 415.05  |         |
| 3870000                           | 01-11-571   | SEPT '23 GAS UTILITIES             | 55.82   |         |
| 3870000                           | 01-41-571   | SEPT '23 GAS UTILITIES             | 115.93  |         |
| 3870000                           | 01-53-571   | SEPT '23 GAS UTILITIES             | 69.24   |         |
| 3870000                           | 51-00-571   | SEPT '23 GAS UTILITIES             | 174.06  |         |
| 01 CONTINENTAL RESEARCH CORPORATI |             |                                    | 188.90  |         |
| 0048369                           | 01-41-652   | OP SUPPLY                          |         | 188.90  |
| 01 AHW LLC CLINTON                |             |                                    | 631.36  |         |
| 11758214                          | 01-41-612   | EQUIP MAINT LEAF VAC               |         | 631.36  |
| 01 DECATUR COMPUTERS INC          |             |                                    | 330.00  |         |
| DCI49224                          | 01-11-537   | OFFICE 365 SUBSCRIPTIONS           |         | 330.00  |
| 01 DECATUR INDUSTRIAL ELECTRIC, I |             |                                    | 2980.01 |         |
| FSI-3271                          | 51-00-512   | REMOVE MOTOR & INSTALL SPARE MOTOR |         | 2980.01 |
| 01 DUNKER ELECT SUPPLY INC        |             |                                    | 133.66  |         |
| 118719-1                          | 01-53-611   | LIB BLDG MAINT SUPPLIES            |         | 84.00   |
| 118725-1                          | 01-52-611   | BLDG MAINT                         |         | 49.66   |
| 01 DYNAGRAPHICS, INC              |             |                                    | 314.04  |         |
| 237431                            | 01-11-929-2 | GOLF CART PERMIT DECALS            |         | 314.04  |
| 01 CENGAGE LEARNING INC/GALE      |             |                                    | 1034.78 |         |
| 01-53-671                         | 01-53-671   | BOOKS                              |         | 101.21  |
| 82801762                          | 01-53-671   | BOOKS                              |         | 187.94  |
| 82818865                          | 01-53-671   | BOOKS                              |         | 26.24   |
| 82823496                          | 01-53-671   | BOOKS                              |         | 43.49   |
| 82858608                          | 01-53-671   | BOOKS                              |         | 47.98   |
| 82864544                          | 01-53-909   | BOOKS PURCHASES FROM DONATIONS     |         | 509.44  |
| 82875441                          | 01-53-671   | BOOKS                              |         | 24.74   |
| 82896231                          | 01-53-671   | BOOKS                              |         | 27.00   |
| 82902041                          | 01-53-671   | BOOKS                              |         | 66.74   |
| 01 HOBBY LOBBY STORES, INC.       |             |                                    | 37.10   |         |
| 110323                            | 01-11-929   | MISC EXP                           |         | 16.50   |
| 110323                            | 01-53-913   | PROGRAMMING                        |         | 20.60   |
| 01 ILLINOIS ENVIRONMENTAL PROTECT |             |                                    | 2376.00 |         |
| IL1150200                         | 51-00-549   | WATER SUPPLY TESTING PROGRAM       |         | 2376.00 |
| 01 ILLINOIS METER INC.            |             |                                    | 272.55  |         |
| 3037320-00                        | 51-00-612   | EQUIP MAINT SLUDGE LINE            |         | 272.55  |
| 01 ILLINOIS MUNICIPAL             |             |                                    | 20.00   |         |
| 110323                            | 01-11-560   | ANNUAL TREASURERS CERTIFICATION    |         | 20.00   |
| 01 INDELCO PLASTICS CORPORATION   |             |                                    | 129.25  |         |
| INV425309                         | 51-00-612   | EQUIP MAINT SUPPLIES               |         | 129.25  |
| 01 TICHIE JACKSON                 |             |                                    | 237.04  |         |

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| PAYABLE TO<br>INV NO                            | G/L NUMBER                 | DESCRIPTION                         | AMOUNT   | DISTR    |
|-------------------------------------------------|----------------------------|-------------------------------------|----------|----------|
| 110323                                          | 01-10-917                  | GARLAND FOR RUDOLPH MARKET          |          | 237.04   |
| 01 JENNER AG INC.<br>P45069                     | 01-41-612                  | EQUIP MAINT-HYDRAULIC OIL           | 126.00   | 126.00   |
| 01 KEEPING IT GREEN<br>110323                   | LAWN IRRIGATI<br>51-00-549 | REPAIR SPRINKLER AT 1225 TALON DR   | 135.00   | 135.00   |
| 01 KINGDOM CONCRETE<br>112348                   | 01-52-517                  | SIDEWALK REPAIR 7 SECTIONS          | 11290.00 | 2100.00  |
| 123410                                          | 01-52-517                  | SIDEWALK TO PICKLEBALL & BATHROOM   |          | 1440.00  |
| 12345                                           | 01-41-518                  | SIDEWALK ADA PRAIRIE/KATIES NW      |          | 2000.00  |
| 12346                                           | 01-52-517                  | NEW SIDEWALK TO TRAIL FR TENNIS COU |          | 2750.00  |
| 12347                                           | 01-52-517                  | EAST SIDEWALK TO TRAIL/TENNIS COURT |          | 3000.00  |
| 01 LOCIS<br>45895                               | 01-11-554                  | W2 & 1099 FORMS                     | 209.75   | 209.75   |
| 01 LOURASH & MAHANNAH EXCAVATING,<br>1231011960 | 30-00-895-7                | VETERANS POND REPAIR                | 28215.00 | 24600.00 |
| 1231011961                                      | 30-00-895-7                | VETERANS POND REPAIR                |          | 3615.00  |
| 01 LOWE'S COMPANIES, INC.<br>110323             | 01-41-653                  | SMALL TOOLS                         | 392.35   | 98.80    |
| 110323                                          | 01-41-652                  | OP SUPPLIES                         |          | 293.55   |
| 01 MENARDS<br>110323                            | 01-41-653                  | SMALL TOOLS                         | 658.59   | 80.38    |
| 110323                                          | 01-52-652                  | OP SUPPLIES                         |          | 43.98    |
| 110323                                          | 01-41-615-1                | STORM SEWER MAINT SUPPLIES          |          | 31.51    |
| 110323                                          | 51-00-652                  | OP SUPPLIES                         |          | 7.32     |
| 110323                                          | 01-41-652                  | OP SUPPLIES                         |          | 234.40   |
| 110323                                          | 01-41-612                  | EQUIP MAINT SUPPLIES                |          | 137.97   |
| 110323                                          | 01-41-654                  | JANITORIAL SUPPLIES                 |          | 40.46    |
| 110323                                          | 01-53-611                  | BLDG MAINT SUPPLIES                 |          | 82.57    |
| 01 MISSISSIPPI LIME COMPANY<br>1695405          | 51-00-656                  | CHEMICALS-LIME                      | 6042.20  | 3956.43  |
| 1696173/57670                                   | 51-00-656                  | CHEMICALS                           |          | 4834.05  |
| 1696173/57670                                   | 51-00-656                  | CREDIT FOR CHEMICALS                |          | 2748.28- |
| 01 MORGAN DISTRIBUTING, INC.<br>612427          | 01-41-655                  | FUEL                                | 1928.24  | 809.44   |
| 612436                                          | 01-52-655                  | FUEL                                |          | 1118.80  |
| 01 NAPA AUTO PARTS<br>074761                    | 01-41-613                  | BRAKE PADS FOR '13 FORD             | 2183.80  | 119.97   |
| 074780                                          | 01-41-613                  | BRAKE ROTORS FOR '15 FORD           |          | 733.96   |
| 075974                                          | 01-41-613                  | BRAKE ROTORS - VEHICLE MAINT        |          | 733.96   |
| 075975                                          | 01-41-613                  | BRAKE PADS-VEHICLE MAINT            |          | 105.98   |
| 076103                                          | 01-41-613                  | VEHICLE MAINT '13 FORD              |          | 30.96    |
| 076105                                          | 01-41-613                  | VEHICLE MAINT-WHEEL STUD            |          | 38.99    |
| 076767                                          | 52-00-613                  | BRAKES & ROTORS FOR '17 CHEVROLET   |          | 419.98   |
| 01 QUADIENT, INC<br>60557066                    | 01-11-512                  | POSTAGE METER RENTAL NOV-FEB        | 120.00   | 120.00   |
| 01 NEXT OF KILN<br>645                          | 01-53-913                  | PROGRAMMING                         | 84.00    | 84.00    |

SYS DATE:11/02/23

VILLAGE OF FORSYTH  
A / P W A R R A N T L I S T  
REGISTER # 4

SYS TIME:08:38  
[NW1]

DATE: 11/07/23

Tuesday November 07,2023

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| PAYABLE TO<br>INV NO                          | G/L NUMBER  | DESCRIPTION                       | AMOUNT    | DISTR     |
|-----------------------------------------------|-------------|-----------------------------------|-----------|-----------|
| 01 RAILS<br>11600                             | 01-53-913   | ANNUAL PROGRAMMING FEE            | 135.00    | 135.00    |
| 01 AMY TAUTE<br>110323                        | 01-11-929-1 | REFUND FOR 12-1 COMM CTR          | 75.00     | 75.00     |
| 01 SAM'S CLUB/GECF<br>110323                  | 01-41-654   | JANITORIAL SUPPLIES               | 331.36    | 331.36    |
| 01 AT & T<br>110323                           | 52-00-552   | 783 STEVENS CREEK BLVD PHONE LINE | 450.12    | 111.05    |
| 110323                                        | 52-00-552   | 101 HUNDLEY PHONE LINE            |           | 111.69    |
| 110323                                        | 52-00-552   | 440 HUNDLEY PHONE LINE            |           | 111.69    |
| 110323                                        | 52-00-552   | 815 W FORSYTH PKWY PHONE LINE     |           | 115.69    |
| 01 SCHULTE SUPPLY<br>S1205781.001             | 01-41-652   | MARKING FLAGS FOR LOCATES         | 1614.00   | 1614.00   |
| 01 MACON COUNTY SHERIFF/<br>110323            | 01-11-535   | 3RD QTR SHERIFF CONTRACT          | 119185.94 | 119185.94 |
| 01 SORLING, NORTHRUP, HANNA, CULL<br>217473   | 01-11-533   | SEPT '23 WESTERMAN LEGAL SERVICES | 8497.50   | 495.00    |
| 217501                                        | 01-11-533   | SEPT '23 ADMIN LEGAL SERVICES     |           | 8002.50   |
| 01 SPEED LUBE<br>00011-866651                 | 01-41-513   | OIL CHANGE FOR '15 FORD           | 58.95     | 58.95     |
| 01 IMPERIAL DADE<br>7306596-02                | 01-52-652   | JANITORIAL SUPPLIES               | 341.74    | 341.74    |
| 01 STOLLEY TERMITE & PEST CONTROL<br>110323   | 01-53-511   | MONTHLY BUG SPRAY                 | 65.00     | 65.00     |
| 01 THIRD MILLENNIUM ASSOCIATES, I<br>30586    | 51-00-549-1 | W/S BILLING SERVICES              | 407.97    | 203.98    |
| 30586                                         | 52-00-549-1 | W/S BILLING SERVICES              |           | 203.99    |
| 01 US POSTAL SERVICE (CAPS)<br>110323         | 51-00-549-1 | W/S POSTAGE FOR NOV '23 BILLING   | 687.08    | 343.54    |
| 110323                                        | 52-00-549-1 | W/S POSTAGE FOR NOV '23 BILLING   |           | 343.54    |
| 01 VILL OF FORSYTH<br>110323                  | 01-11-571   | W/S UTILITIES FOR OCT '23         | 150.00    | 150.00    |
| 01 VULCAN CONSTRUCTION MATERIALS,<br>33394651 | 30-00-895-7 | VETERANS POND REPAIR-RIP RAP      | 12960.74  | 6446.06   |
| 33398172                                      | 30-00-895-7 | VETERANS POND REPAIR              |           | 90.40     |
| 33398173                                      | 30-00-895-7 | VETERANS POND REPAIR              |           | 6424.28   |
| 01 WALLENDER-DEDMAN PRINTING INC.<br>105558   | 01-11-554   | WINDOW & REGULAR ENVELOPES        | 385.00    | 385.00    |
| 01 WAL-MART<br>110323                         | 01-53-651   | OFFICE SUPPLIES                   | 173.05    | 13.68     |
| 110323                                        | 01-53-913   | PROGRAMMING                       |           | 159.37    |
| 01 WATER SOLUTIONS UNLIMITED, INC<br>118375   | 51-00-656   | CHEMICALS                         | 1652.70   | 1652.70   |
| 01 WATTS COPY SYSTEM<br>35063182              | 01-53-512   | LIB COPIER RENTAL                 | 109.67    | 109.67    |
| ** TOTAL CHECKS TO BE ISSUED                  |             |                                   | 284496.55 |           |

SYS DATE:11/02/23

VILLAGE OF FORSYTH  
A / P W A R R A N T L I S T  
REGISTER # 4

SYS TIME:08:38  
[NW1]

DATE: 11/07/23

Tuesday November 07,2023

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| FUND<br>INV NO                | G/L NUMBER | DESCRIPTION | AMOUNT     | DISTR |
|-------------------------------|------------|-------------|------------|-------|
| =====                         |            |             |            |       |
| GENERAL FUND                  |            |             | 173660.57  |       |
| MOTOR FUEL TAX FUND           |            |             | 28719.38   |       |
| CAPITAL PROJECT FUND          |            |             | 59429.25   |       |
| WATER OPERATIONS              |            |             | 20453.50   |       |
| SEWER OPERATIONS              |            |             | 2233.85    |       |
| *** GRAND TOTAL ***           |            |             | 284496.55  |       |
| TOTAL FOR REGULAR CHECKS:     |            |             | 278,454.35 |       |
| TOTAL FOR DIRECT PAY VENDORS: |            |             | 6,042.20   |       |

# **ADMINISTRATION REPORTS**

## **ENGINEER'S REPORT**

**Forsyth; November 7, 2023 Board Meeting**

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

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### **Project 6928 – Maroa-Forsyth Grade School Bike Path**

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

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.

We are working on revisions to the plans and specifications and anticipate advertising the project for bids the second week of November.

### **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.

Work on the site is close to being complete but the start of the building has been delayed. The new pump has been installed. There will be two change orders for the construction contract presented to the Board for consideration during the meeting.

### **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.

This project still shows up as pending on the IDOT website. IDOT D7 is certain the project be awarded; it just takes some time to get everything through the system.

#### **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.

We have received the materials from the Village attorney. We are currently reviewing what we have and will be ready to begin work shortly.

### **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; November 7, 2023 Board Meeting

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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.

The topographic survey is complete, and we will begin design work shortly.

## **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.

Bids were opened on October 26 and a recommendation of award will be presented for the Board's consideration during the 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.

We will be incorporating the estimated costs for the KLM Engineering reports into the Village's 2024-2028 CIP. A contract to continue with the design of this project will be presented for the consideration of the Board at a future 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.

The contractor has been working on the bike path maintenance portion of the project. We are working through some issues with the contractor regarding the pavement to remain in place as well as the existing base. Subcontractor scheduling issues have postponed the start of the Grayhawk work. We have not received word on when this work will start, it is possible the contractor may need to postpone this work until next spring.



## Library Director's Report November 7, 2023

- The library had 2,595 visitors during the month of October, 77 more than October 2022.
- A total of 4,105 items circulated during the month of October, 118 less than October 2022. Of the 4,105 items that circulated, 1,518 items were checked out by non-Forsyth patrons at the Forsyth Public Library.
- Our first Monday session of Chair Yoga was Oct. 23. We had a wonderful turnout, 14 people in attendance, 3 of which had never attended our Wednesday sessions. The attendees continue to rave about the amazing job of the instructor, Annette Gilson. Keep up the great job Annette!
- The library received a very generous donation of \$1000 from The Community Foundation of Macon County. Mr. and Mrs. Tom Burns of Mt. Zion were thoughtful enough to suggest us. We are extremely appreciative of this monetary donation.
- BabyTALK continues to be a popular offering here at the library. October saw an average of 15 children and 13 adults in attendance.
- I recently completed the Illinois Public Library Internet Survey. The findings of this survey will be used to better understand internet speeds and technology at public libraries.
- No tricks, only treats were had by all on Saturday, October 28, at our annual Halloween party, Nightmare on Elwood Street 2. 73 children and 44 adults joined us for a costume contest, games, craft, and treats. The costume contest was a big hit. Brie R. was the winner of the 0-7 age group and Avery P. of the 8-15 age group. We look forward to doing it all again next year!
- On Nov. 2 the library will be hosting the Free Form Free For All. This is an opportunity for area librarians who plan youth services programs to get together to share ideas, discuss programming, and new book recommendations.



Avery P.



Brie R.

*Jennifer Lawyer  
November 1, 2023*

## Public Works Report 11-1-23

### Parks:

- \* Bathrooms at Youth League Fields, Veterans Pavilion are closed for the Winter.
- \* Pickle Ball / Tennis Court concrete work completed.
- \* SouthEast trail repairs.

### Parks to do list:

- \* Final mowing / cleanups.
- \* Remove Old Playground Equipment.
- \* Veteran's Pond spillway repair.

### 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 going strong.
- \* Limb program ends December 8.
- \* Completed sidewalk repairs.

### Village to do list:

- \* Driveway repairs (water leak repair areas).
- \* Fiber Optic Locate Re-Marks.
- \* Storm swell/ditch reshaping.
- \* Christmas lighting.

### Water Treatment Plant / Sewer:

- \* Continued with meeting monthly / annual IEPA sampling and analysis requirements.
- \* Semi-Annual monitoring equipment calibrations completed.

### 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.
- \* Fluoride injector replacement.

Thanks, Darin

# **OLD BUSINESS**

## **ITEM 1**

**Memorandum**

To: The Honorable President and Board of Trustees

From: Rhonda Stewart, Village Treasurer

Date: November 1, 2023

Subject: 2023 Tax Levy Ordinance Approval

Please find accompanying this memorandum a copy of the Tax Levy Ordinance Number 2023-30 for your approval.

- During October 3, 2023, Village Board meeting, the 2023 Tax Levy Ordinance was proposed to set the 2023 Tax Levy and a motion was made to set the 2023 Tax Levy.
- Once the 2023 Tax Levy was set, by law we had to wait no less than twenty (20) days before the 2023 Tax Levy Ordinance can be passed.
- Just as a reminder the 2023 Tax Levy Ordinance is the same as previous years.

Suggested Motion:

Motion to approve the 2023 Tax Levy Ordinance Number 2023-30 as presented.

**VILLAGE OF FORSYTH  
MACON COUNTY, ILLINOIS**

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**ORDINANCE NUMBER 2023-30**

**AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE PURPOSES FOR THE  
VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS FOR THE FISCAL YEAR  
BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023**

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**JIM PECK  
Mayor**

**CHYERL MARTY  
Village Clerk**

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

**Trustees**

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Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of  
Forsyth, Macon County, Illinois, this 7th day of November 2023.

**General Fund (01)****Legislative (10)**

|                               |                                        | Amount<br>Budgeted | Other<br>Sources  | Amount to be<br>raised by Tax<br>Levy |
|-------------------------------|----------------------------------------|--------------------|-------------------|---------------------------------------|
| <b>Description</b>            |                                        |                    |                   |                                       |
| <i>(Personal Services)</i>    |                                        |                    |                   |                                       |
| 430                           | Salaries- Elected                      | \$ 19,500          |                   | NONE                                  |
|                               | Total Personal                         | \$ 19,500          |                   | NONE                                  |
| <i>(Contractual Services)</i> |                                        |                    |                   |                                       |
| 554                           | Printing                               | \$ 500             |                   | NONE                                  |
| 549                           | Other Professiona Services             | \$ 1,000           |                   | NONE                                  |
| 560                           | Professional Development               | \$ 27              |                   | NONE                                  |
|                               | Total Contractual                      | \$ 1,775           |                   | NONE                                  |
| <i>(Other Expenditures)</i>   |                                        |                    |                   |                                       |
| 913                           | Promotional                            | \$ 29,000          |                   | NONE                                  |
| 914                           | Family Fest                            | \$ 60,000          |                   | NONE                                  |
| 917                           | Activities & Events                    | \$ 10,000          |                   | NONE                                  |
| 918-1                         | Economic Development Corporation (EDC) | \$ 10,000          |                   | NONE                                  |
| 929                           | Miscellaneous Expenses                 | \$ 1,600           |                   | NONE                                  |
|                               | Total Expenditures                     | \$ 110,600         |                   | NONE                                  |
| <b>TOTAL LEGISLATIVE</b>      |                                        | <b>\$ 131,875</b>  | <b>\$ 131,875</b> | <b>\$ -</b>                           |

**General Fund (01)****Administration (11)**

|                               |                                         | <b>Amount<br/>Budgeted</b> | <b>Other<br/>Sources</b> | <b>Amount to be<br/>raised by Tax<br/>Levy</b> |
|-------------------------------|-----------------------------------------|----------------------------|--------------------------|------------------------------------------------|
|                               | <b>Description</b>                      |                            |                          |                                                |
| <i>(Personal Services)</i>    |                                         |                            |                          |                                                |
| 421                           | Salaries-Regular                        | \$ 263,500                 |                          | \$ 74,067                                      |
| 423                           | Salaries-Overtime                       | \$ 1,500                   |                          | NONE                                           |
| 451                           | Health/Dental/Vision Insurance          | \$ 51,600                  |                          | NONE                                           |
| 453                           | Unemployment Insurance                  | \$ -                       |                          | \$ 2,040                                       |
| 461                           | (Social Security Tax) FICA Contribution | \$ 20,200                  |                          | \$ 3,620                                       |
| 462                           | IMRF Contribution                       | \$ 22,300                  |                          | \$ 5,420                                       |
| 471                           | Uniform Allowance                       | \$ 1,000                   |                          | NONE                                           |
|                               | Total Personal                          | \$ 360,100                 |                          | \$ 85,147                                      |
| <i>(Contractual Services)</i> |                                         |                            |                          |                                                |
| 511                           | Building Maintenance Service            | \$ 5,300                   |                          | NONE                                           |
| 512                           | Equipment Maintenance Service           | \$ 5,000                   |                          | NONE                                           |
| 531                           | Accounting Service                      | \$ 25,000                  |                          | \$ 15,000                                      |
| 532                           | Engineering Service                     | \$ 65,000                  |                          | NONE                                           |
| 533                           | Legal Service                           | \$ 40,000                  |                          | NONE                                           |
| 535                           | Deputy Contract                         | \$ 567,000                 |                          | \$ 93,086                                      |
| 537                           | IT Services                             | \$ 20,000                  |                          | NONE                                           |
| 547                           | Electrical Inspections                  | \$ 1,000                   |                          | NONE                                           |
| 549                           | Other Professional Services             | \$ 35,000                  |                          | NONE                                           |
| 549-1                         | Village Vision                          | \$ 2,000                   |                          | NONE                                           |
| 551                           | Postage                                 | \$ 2,500                   |                          | NONE                                           |
| 552                           | Telephone                               | \$ 5,000                   |                          | NONE                                           |
| 553                           | Publishing                              | \$ 3,000                   |                          | NONE                                           |
| 554                           | Printing                                | \$ 2,500                   |                          | NONE                                           |
| 556                           | Codification Services                   | \$ 5,000                   |                          | NONE                                           |
| 560                           | Professional Development                | \$ 18,600                  |                          | NONE                                           |
| 571                           | Utilities                               | \$ 10,200                  |                          | NONE                                           |
| 594                           | Risk Management Contribution            | \$ 79,000                  |                          | \$ 34,000                                      |
|                               | Total Contractual                       | \$ 891,100                 |                          | \$ 142,086                                     |
| <i>(Supplies)</i>             |                                         |                            |                          |                                                |
| 611                           | Building Maintenance                    | \$ 700                     |                          | NONE                                           |
| 612                           | Equipment Maintenance                   | \$ 100                     |                          | NONE                                           |
| 617                           | Ground Maintenance                      | \$ 200                     |                          | NONE                                           |
| 651                           | Office Supplies                         | \$ 4,000                   |                          | NONE                                           |
| 651-1                         | Computer/Equipment                      | \$ 4,000                   |                          | NONE                                           |
| 654                           | Janitorial Supplies                     | \$ 700                     |                          | NONE                                           |
|                               | Total Supplies                          | \$ 9,700                   |                          | NONE                                           |
| <i>(Other Expenditures)</i>   |                                         |                            |                          |                                                |
| 929                           | Miscellaneous Expense                   | \$ 3,000                   |                          | NONE                                           |
| 929-1                         | Community Room Refunds                  | \$ 400                     |                          | NONE                                           |
| 999-7                         | School Transfer                         | \$ 1,003,500               |                          | NONE                                           |
|                               | Total Other Expenditures                | \$ 1,006,900               |                          | NONE                                           |
| <i>(Interfund Transfer)</i>   |                                         |                            |                          |                                                |
| 999-2                         | Forsyth Family Sports and Nature Park   | \$ 431,500                 |                          | NONE                                           |
| 999-3                         | Capital Project Fund                    | \$ 3,378,417               |                          | NONE                                           |
| 999-4                         | Economic Devel. Fund                    | \$ 250,000                 |                          | NONE                                           |
|                               | Total Expenditures                      | \$ 4,059,917               |                          | NONE                                           |
| <b>TOTAL ADMINISTRATION</b>   |                                         | <b>\$ 6,327,717</b>        | <b>\$ 6,100,484</b>      | <b>\$ 227,233</b>                              |

*General Fund (01)****STREETS & MAINTENANCE (41)***

|                               |                                           | <b>Amount<br/>Budgeted</b> | <b>Other<br/>Sources</b> | <b>Amount to be<br/>raised by Tax<br/>Levy</b> |
|-------------------------------|-------------------------------------------|----------------------------|--------------------------|------------------------------------------------|
|                               | <b>Description</b>                        |                            |                          |                                                |
| <i>(Personal Services)</i>    |                                           |                            |                          |                                                |
| 421                           | Salaries-Regular                          | \$ 254,000                 |                          | \$ 46,345                                      |
| 423                           | Salaries-Overtime                         | \$ 12,000                  |                          | NONE                                           |
| 451                           | Health/Dental/Vision Insurance            | \$ 74,000                  |                          | NONE                                           |
| 461                           | (Social Security Tax) FICA Contribution   | \$ 21,000                  |                          | \$ 2,200                                       |
| 462                           | IMRF Contribution                         | \$ 28,000                  |                          | \$ 3,400                                       |
| 471                           | Uniform Allowance                         | \$ 2,500                   |                          | NONE                                           |
|                               | Total Personal                            | \$ 391,500                 |                          | \$ 51,945                                      |
| <i>(Contractual Services)</i> |                                           |                            |                          |                                                |
| 511                           | Building Maintenance Service              | \$ 30,000                  |                          | NONE                                           |
| 512                           | Equipment Maintenance Service             | \$ 20,000                  |                          | NONE                                           |
| 513                           | Vehicle Maintenance Service               | \$ 14,000                  |                          | NONE                                           |
| 514                           | Street Maintenance Service                | \$ 80,000                  |                          | NONE                                           |
| 514-1                         | Bridge Inspection (hundley 2yr/weaver 4yr | \$ -                       |                          | NONE                                           |
| 515                           | NOI Storm water Main. Service             | \$ 5,000                   |                          | NONE                                           |
| 515-1                         | Street Storm Sewer Maintenance            | \$ 40,000                  |                          | NONE                                           |
| 517                           | Ground Maintenance Service                | \$ 5,000                   |                          | NONE                                           |
| 517-1                         | Landscaping Tree Service                  | \$ 12,000                  |                          | NONE                                           |
| 518                           | Sidewalk Maintenance                      | \$ 25,000                  |                          | NONE                                           |
| 532                           | Engineering Service                       | \$ 10,000                  |                          | NONE                                           |
| 534                           | Medical Service                           | \$ 200                     |                          | NONE                                           |
| 549                           | Other Professional Service                | \$ 7,000                   |                          | NONE                                           |
| 552                           | Telephone                                 | \$ 1,200                   |                          | NONE                                           |
| 560                           | Professional Development                  | \$ 8,000                   |                          | NONE                                           |
| 571                           | Utilities                                 | \$ 15,000                  |                          | NONE                                           |
| 572                           | Street Lighting & Repairs                 | \$ 40,000                  |                          | \$ 50,000                                      |
| 578                           | Dumpster Roll Off/Trash                   | \$ 6,000                   |                          | NONE                                           |
| 579                           | Traffic Lights & Repairs                  | \$ 14,000                  |                          | NONE                                           |
|                               | Total Contractual                         | \$ 332,400                 |                          | \$ 50,000                                      |
| <i>(Supplies)</i>             |                                           |                            |                          |                                                |
| 611                           | Building Maintenance                      | \$ 1,500                   |                          | NONE                                           |
| 612                           | Equipment Maintenance                     | \$ 4,500                   |                          | NONE                                           |
| 613                           | Vehicle Maintenance                       | \$ 1,500                   |                          | NONE                                           |
| 614                           | Street Maintenance                        | \$ 7,000                   |                          | NONE                                           |
| 615-1                         | Storm Sewer Maintenance Supplies          | \$ 6,000                   |                          | NONE                                           |
| 616                           | Snow Removal                              | \$ 20,000                  |                          | NONE                                           |
| 617                           | Ground Maintenance                        | \$ 3,000                   |                          | NONE                                           |
| 617-1                         | Landscaping Trees                         | \$ 1,000                   |                          | NONE                                           |
| 618                           | Sidewalk Maintenance Supplies             | \$ 3,000                   |                          | NONE                                           |
| 651                           | Office Supplies                           | \$ 1,800                   |                          | NONE                                           |
| 651-1                         | Computers/Equipment Supplies              | \$ 2,000                   |                          | NONE                                           |
| 652                           | Operating Supplies                        | \$ 15,000                  |                          | NONE                                           |
| 653                           | Small Tools                               | \$ 3,000                   |                          | NONE                                           |
| 654                           | Janitorial Supplies                       | \$ 5,000                   |                          | NONE                                           |
| 655                           | Fuel                                      | \$ 30,000                  |                          | NONE                                           |
|                               | Total Supplies                            | \$ 104,300                 |                          | NONE                                           |
| <i>(Other Expenditures)</i>   |                                           |                            |                          |                                                |
| 929                           | Miscellaneous Expense                     | \$ 1,500                   |                          | NONE                                           |
|                               | Total Expenditures                        | \$ 1,500                   |                          | NONE                                           |
|                               |                                           |                            |                          | NONE                                           |
|                               | <b>TOTAL STREETS &amp; MAINTENANCE</b>    | <b>\$ 829,700</b>          | <b>\$ 727,755</b>        | <b>\$ 101,945</b>                              |

*General Fund (01)***PARKS & RECREATION (52)**

|                                     |                                         | <b>Amount<br/>Budgeted</b> | <b>Other<br/>Sources</b> | <b>Amount to be<br/>raised by Tax<br/>Levy</b> |
|-------------------------------------|-----------------------------------------|----------------------------|--------------------------|------------------------------------------------|
|                                     | <b>Description</b>                      |                            |                          |                                                |
| <i>(Personal Services)</i>          |                                         |                            |                          |                                                |
| 421                                 | Salaries-Regular                        | \$ 140,000                 |                          | \$ 28,494                                      |
| 423                                 | Salaries-Overtime                       | \$ 9,700                   |                          | NONE                                           |
| 451                                 | Health/Dental/Vision Insurance          | \$ 65,000                  |                          | NONE                                           |
| 461                                 | (Social Security Tax) FICA Contribution | \$ 11,500                  |                          | \$ 1,700                                       |
| 462                                 | IMRF Contribution                       | \$ 12,650                  |                          | \$ 1,600                                       |
| 471                                 | Uniform Allowance                       | \$ 2,500                   |                          | NONE                                           |
|                                     | Total Personal                          | \$ 241,350                 |                          | \$ 31,794                                      |
| <i>(Contractual Services)</i>       |                                         |                            |                          |                                                |
| 511                                 | Building Maintenance Service            | \$ 17,500                  |                          | NONE                                           |
| 512                                 | Equipment Maintenance Service           | \$ 25,000                  |                          | NONE                                           |
| 513                                 | Vehicle Maintenance Service             | \$ 250                     |                          | NONE                                           |
| 517                                 | Ground Maintenance Service              | \$ 40,000                  |                          | NONE                                           |
| 517-1                               | Park Landscaping Service                | \$ 30,000                  |                          | NONE                                           |
| 520                                 | Bike Trail Maint. Service               | \$ 20,000                  |                          | NONE                                           |
| 534                                 | Medical Service                         | \$ -                       |                          | NONE                                           |
| 549                                 | Other Professional Service              | \$ 2,000                   |                          | NONE                                           |
| 571                                 | Utilities                               | \$ 15,000                  |                          | NONE                                           |
| 578                                 | Trash Service (Dumpster)                | \$ 5,000                   |                          | NONE                                           |
|                                     | Total Contractual                       | \$ 154,750                 |                          | NONE                                           |
| <i>(Supplies)</i>                   |                                         |                            |                          |                                                |
| 611                                 | Building Maintenance                    | \$ 2,000                   |                          | NONE                                           |
| 612                                 | Equipment Maintenance                   | \$ 30,000                  |                          | NONE                                           |
| 617                                 | Ground Maintenance                      | \$ 50,000                  |                          | NONE                                           |
| 617-1                               | Park Landscaping                        | \$ 8,000                   |                          | NONE                                           |
| 618                                 | Sidewalk Maintenance Supplies           | \$ 2,000                   |                          | NONE                                           |
| 620                                 | Bike Path Maintenance                   | \$ 1,000                   |                          | NONE                                           |
| 652                                 | Operating Supplies                      | \$ 10,000                  |                          | NONE                                           |
| 653                                 | Small Tools                             | \$ 1,000                   |                          | NONE                                           |
| 654                                 | Janitorial Supplies                     | \$ 4,000                   |                          | NONE                                           |
| 655                                 | Fuel                                    | \$ 20,000                  |                          | NONE                                           |
|                                     | Total Supplies                          | \$ 128,000                 |                          | NONE                                           |
| <i>(Other Expenditures)</i>         |                                         |                            |                          |                                                |
| 810                                 | Land Acquisition/Grant Fees             | \$ -                       |                          | NONE                                           |
| 913                                 | Summar Park Program                     | \$ 5,000                   |                          | NONE                                           |
| 929                                 | Miscellaneous Expense                   | \$ 5,000                   |                          | NONE                                           |
|                                     | Total Other Expenditures                | \$ 10,000                  |                          | NONE                                           |
| <b>TOTAL PARKS &amp; RECREATION</b> |                                         | <b>\$ 534,100</b>          | <b>\$ 502,306</b>        | <b>\$ 31,794</b>                               |

**General Fund (01)****LIBRARY (53)**

|                               |                                         | <b>Amount<br/>Budgeted</b> | <b>Other<br/>Sources</b> | <b>Amount to be<br/>raised by Tax<br/>Levy</b> |
|-------------------------------|-----------------------------------------|----------------------------|--------------------------|------------------------------------------------|
| <b>Description</b>            |                                         |                            |                          |                                                |
| <i>(Personal Services)</i>    |                                         |                            |                          |                                                |
| 421                           | Salaries-Regular                        | \$ 271,000                 |                          | \$ 68,317                                      |
| 423                           | Salaries-Overtime                       | \$ 1,400                   |                          | NONE                                           |
| 451                           | Health/Dental/Vision Insurance          | \$ 48,000                  |                          | NONE                                           |
| 461                           | (Social Security Tax) FICA Contribution | \$ 21,000                  |                          | \$ 3,080                                       |
| 462                           | IMRF Contribution                       | \$ 23,000                  |                          | \$ 5,000                                       |
| 471                           | Uniform Allowance                       | \$ 400                     |                          | NONE                                           |
|                               | Total Personal                          | \$ 364,800                 |                          | \$ 76,397                                      |
| <i>(Contractual Services)</i> |                                         |                            |                          |                                                |
| 511                           | Building Maintenance Service            | \$ 15,000                  |                          | NONE                                           |
| 512                           | Equipment Maintenance Service           | \$ 2,500                   |                          | NONE                                           |
| 537                           | Data Processing Service                 | \$ 11,000                  |                          | NONE                                           |
| 540                           | Online Sources                          | \$ 6,000                   |                          | NONE                                           |
| 540-1                         | Digital Library Service                 | \$ 1,500                   |                          | NONE                                           |
| 549                           | Other Professional Service              | \$ 2,000                   |                          | NONE                                           |
| 551                           | Postage                                 | \$ 300                     |                          | NONE                                           |
| 552                           | Telephone                               | \$ 1,000                   |                          | NONE                                           |
| 560                           | Professional Development                | \$ 2,500                   |                          | NONE                                           |
| 571                           | Utilities                               | \$ 16,000                  |                          | NONE                                           |
| 578                           | Trash Service (Dumpster)                | \$ 1,800                   |                          | NONE                                           |
|                               | Total Contractual                       | \$ 59,600                  |                          | NONE                                           |
| <i>(Supplies)</i>             |                                         |                            |                          |                                                |
| 611                           | Building Maintenance                    | \$ 500                     |                          | NONE                                           |
| 612                           | Equipment Maintenance                   | \$ 500                     |                          | NONE                                           |
| 617                           | Ground Maintenance                      | \$ 500                     |                          | NONE                                           |
| 651                           | Office Supplies                         | \$ 3,500                   |                          | NONE                                           |
| 651-1                         | Computer/Equipment                      | \$ 12,000                  |                          | NONE                                           |
| 651-2                         | Shelving                                | \$ 3,000                   |                          | NONE                                           |
| 651-3                         | Furniture Supplies                      | \$ 1,500                   |                          | NONE                                           |
| 654                           | Janitorial Supplies                     | \$ 500                     |                          | NONE                                           |
| 659                           | Library Supplies                        | \$ 500                     |                          | NONE                                           |
| 671                           | Books                                   | \$ 30,000                  |                          | NONE                                           |
| 672                           | Periodicals                             | \$ 7,500                   |                          | NONE                                           |
| 681                           | Audio Visual Materials                  | \$ 6,000                   |                          | NONE                                           |
|                               | Total Supplies                          | \$ 66,000                  |                          | NONE                                           |
| <i>(Other Expenditures)</i>   |                                         |                            |                          |                                                |
| 909                           | Purchases from Donations                | \$ 2,000                   |                          | NONE                                           |
| 910                           | DPL/Other Reimbursement                 | \$ 200                     |                          | NONE                                           |
| 912                           | Library Accessories                     | \$ 500                     |                          | NONE                                           |
| 913                           | Promotional Programming                 | \$ 17,500                  |                          | NONE                                           |
| 929                           | Miscellaneous Expense                   | \$ 500                     |                          | NONE                                           |
|                               | Total Other Expenditures                | \$ 20,700                  |                          | NONE                                           |
| <b>TOTAL LIBRARY</b>          |                                         | <b>\$ 511,100</b>          | <b>\$ 434,703</b>        | <b>\$ 76,397</b>                               |

**General Fund (01)****TOTAL GENERAL FUND**

|                     |                     |                   |
|---------------------|---------------------|-------------------|
| <b>\$ 8,334,492</b> | <b>\$ 7,897,123</b> | <b>\$ 437,369</b> |
|---------------------|---------------------|-------------------|

|      |                                                       |                                                |
|------|-------------------------------------------------------|------------------------------------------------|
|      |                                                       | <b>Amount to be<br/>raised by Tax<br/>Levy</b> |
| REF: | General Corporate Tax (65 ILCS 5/8-3-1)               | \$ 217,223                                     |
| REF: | Police Protection Tax (65 ILCS 5/11-1-3)              | \$ 93,086                                      |
| REF: | Liability Insurance Tax (745 ILCS 10/9-107)           | \$ 34,000                                      |
| REF: | Social Security Tax (40 ILCS 5/21-110, 5/21-110.1)    | \$ 10,600                                      |
| REF: | Ill. Municipal Retirement Funds Tax (65 ILCS 5/7-171) | \$ 15,420                                      |
| REF: | Municipal Auditing Tax (65 ILCS 5/8-8-8)              | \$ 15,000                                      |
| REF: | Unemployment Insurance Tax (745 ILCS 10/9-107)        | \$ 2,040                                       |
| REF: | Street Lighting Tax (65 ILCS 5/11-80-5)               | \$ 50,000                                      |
|      |                                                       | <b>\$ 437,369</b>                              |

**Motor Fuel Tax Funds (15)****MFT (00)**(Contractual Services)

|       |                                   |            |      |
|-------|-----------------------------------|------------|------|
| 864-2 | Moon & Elwood Street Sidewalk Imp | \$ 40,000  | NONE |
| 874-2 | Barnett Ave Reconstruction        | \$ 125,000 | NONE |
| 874-3 | US RT 51 Median Improvements      | \$ 75,000  | NONE |
|       |                                   | \$ 240,000 | NONE |

**TOTAL MOTOR FUEL TAX**

|            |      |      |
|------------|------|------|
| \$ 240,000 | \$ - | \$ - |
|------------|------|------|

**Hotel/Motel Tax Fund (16)****HOTEL/MOTEL TAX (00)**

|                                   |                                         | Amount<br>Budgeted | Other<br>Sources  | Amount to be<br>raised by Tax<br>Levy |
|-----------------------------------|-----------------------------------------|--------------------|-------------------|---------------------------------------|
| Description                       |                                         |                    |                   |                                       |
| <u>(Personal Services)</u>        |                                         |                    |                   |                                       |
| 421                               | Salaries-Regular                        | \$ 1,200           |                   | NONE                                  |
| 423                               | Salaries-Overtime                       | \$ 3,000           |                   | NONE                                  |
| 461                               | (Social Security Tax) FICA Contribution | \$ 350             |                   | NONE                                  |
| 462                               | IMRF Contribution                       | \$ 400             |                   | NONE                                  |
|                                   | Total Personal                          | \$ 4,950           |                   | NONE                                  |
| <u>(Contractual Services)</u>     |                                         |                    |                   |                                       |
| 549                               | Other Professional Service              | \$ 14,000          |                   | NONE                                  |
|                                   |                                         | \$ 14,000          |                   | NONE                                  |
| <u>Capital</u>                    |                                         |                    |                   |                                       |
| 893-1                             | D #1 & 2 Misc Updates/Charges           | \$ 120,000         |                   | NONE                                  |
|                                   | Total Capital                           | \$ 120,000         |                   | NONE                                  |
| <u>(Other Expenditures)</u>       |                                         |                    |                   |                                       |
| 911                               | Other Events                            | \$ 15,000          |                   | NONE                                  |
| 911-1                             | Farm Progress                           | \$ 10,000          |                   | NONE                                  |
| 911-3                             | DACVB                                   | \$ 75,000          |                   | NONE                                  |
| 911-4                             | ASA Torunament                          | \$ 5,000           |                   | NONE                                  |
| 911-5                             | Disc Golf Tournament                    | \$ 7,500           |                   | NONE                                  |
| 929                               | Miscellaneous Expenses                  | \$ 1,450           |                   | NONE                                  |
|                                   | Total Other Expenditures                | \$ 113,950         |                   | NONE                                  |
| <b>TOTAL HOTEL/MOTEL TAX FUND</b> |                                         | <b>\$ 252,900</b>  | <b>\$ 252,900</b> | <b>NONE</b>                           |

**Tax Increment Finance Funds (18)****TIF (00)**

|                               |                                             | Amount<br>Budgeted | Other<br>Sources | Amount to be<br>raised by Tax<br>Levy |
|-------------------------------|---------------------------------------------|--------------------|------------------|---------------------------------------|
| Description                   |                                             |                    |                  |                                       |
| <u>(Contractual Services)</u> |                                             |                    |                  |                                       |
| 531                           | Accounting Audit                            | \$ 1,600           |                  | NONE                                  |
| 549                           | Other Professional Services                 | \$ 19,000          |                  | NONE                                  |
|                               | Total Contractual                           | \$ 20,600          |                  | NONE                                  |
| <u>(Other Expenditures)</u>   |                                             |                    |                  |                                       |
| 928                           | Redevelopment Agreement Payments            | \$ 77,400          |                  | NONE                                  |
| 928-1                         | Commercial Revitalization TIF Grant Program | \$ 50,000          |                  | NONE                                  |
| 999-7                         | School Agreement                            | \$ 56,000          |                  | NONE                                  |
|                               | Total Other Expenditures                    | \$ 183,400         |                  | NONE                                  |
| <b>TOTAL TIF FUND</b>         |                                             | <b>\$ 204,000</b>  |                  | <b>NONE</b>                           |

*Capital Project Fund (30)***CAPITAL PROJECT (00)**

|                                   |                                                                                           | <b>Amount<br/>Budgeted</b> | <b>Other<br/>Sources</b> | <b>Amount to be<br/>raised by Tax<br/>Levy</b> |
|-----------------------------------|-------------------------------------------------------------------------------------------|----------------------------|--------------------------|------------------------------------------------|
|                                   | <b>Description</b>                                                                        |                            |                          |                                                |
| <i>(Capital)</i>                  |                                                                                           |                            |                          |                                                |
| 810-2                             | Testing/Design Well                                                                       | \$ 42,000                  |                          | NONE                                           |
| 810-3                             | Public Water Security                                                                     | \$ 34,000                  |                          | NONE                                           |
| 810-4                             | Auto Transfer Switch Gen                                                                  | \$ 45,000                  |                          | NONE                                           |
| 810-6                             | Well 7 & Raw Water Main Expenses                                                          | \$ 1,700,000               |                          | NONE                                           |
| 810-7                             | 300-500 gpm Pump (contingency plan)                                                       | \$ 57,000                  |                          | NONE                                           |
| 810-8                             | Water Towers, Ground Storage Tank, Aerator, Claricone<br>Clairifiers & Filter Maintenance | \$ 232,850                 |                          | NONE                                           |
| 810-9                             | Akers Drive Water Main Replacement                                                        | \$ -                       |                          | NONE                                           |
| 822                               | Pole Shed Shelter                                                                         | \$ 570,000                 |                          | NONE                                           |
| 831                               | Mower Replacement                                                                         | \$ -                       |                          | NONE                                           |
| 832-2                             | Shed w/pads                                                                               | \$ 40,000                  |                          | NONE                                           |
| 835                               | M/F Grand School Bike Path (eng)                                                          | \$ 206,000                 |                          | NONE                                           |
| 840-1                             | New SCADA Communications                                                                  | \$ 80,000                  |                          | NONE                                           |
| 851                               | Repair Library/Community Room Exterior                                                    | \$ -                       |                          | NONE                                           |
| 860                               | Resurface Parking Lots A,B,C&D                                                            | \$ 25,000                  |                          | NONE                                           |
| 861                               | Golf Cart                                                                                 | \$ 20,000                  |                          | NONE                                           |
| 862                               | Truck Purchase                                                                            | \$ 52,000                  |                          | NONE                                           |
| 862-1                             | Stump Grinder                                                                             | \$ 7,500                   |                          | NONE                                           |
| 862-3                             | Backhoe Claw Attachment                                                                   | \$ 20,000                  |                          | NONE                                           |
| 862-5                             | Dump Truck                                                                                | \$ 130,000                 |                          | NONE                                           |
| 862-6                             | Tractor                                                                                   | \$ -                       |                          | NONE                                           |
| 862-7                             | Trailer                                                                                   | \$ -                       |                          | NONE                                           |
| 862-8                             | Material Storage Bays                                                                     | \$ 40,000                  |                          | NONE                                           |
| 864-3                             | Avalon Blvd Construction                                                                  | \$ -                       |                          | NONE                                           |
| 864-4                             | Woodland Hills                                                                            | \$ 1,366,000               |                          | NONE                                           |
| 864-5                             | Scholl Pointe Pavement Maintenance                                                        | \$ -                       |                          | NONE                                           |
| 864-6                             | Cox Street Extension                                                                      | \$ -                       |                          | NONE                                           |
| 864-7                             | Grayhawk Sub-D Rehabilitation                                                             | \$ 250,000                 |                          | NONE                                           |
| 872                               | Book Drop                                                                                 | \$ 7,000                   |                          | NONE                                           |
| 873                               | Generator                                                                                 | \$ 50,000                  |                          | NONE                                           |
| 874                               | Greenbrier SubD Rehabilitation (design eng)                                               | \$ -                       |                          | NONE                                           |
| 874-1                             | Colonial,Akers,Home (design eng & bidding<br>services)                                    | \$ -                       |                          | NONE                                           |
| 882                               | Annual Pavement Maintenance Program (design eng)                                          | \$ -                       |                          | NONE                                           |
| 885-1                             | Gazebo Roofs (3)                                                                          | \$ 35,000                  |                          | NONE                                           |
| 892                               | Bike Path Resurfacing & Maintenance                                                       | \$ 300,000                 |                          | NONE                                           |
| 892-1                             | Circle Trail Bridge (main park)                                                           | \$ -                       |                          | NONE                                           |
| 895-3                             | Trail Lighting Hundley/Shadow Ridge                                                       | \$ -                       |                          | NONE                                           |
| 895-7                             | Veteran's Pond Repair                                                                     | \$ 200,000                 |                          | NONE                                           |
| 895-8                             | N Hundley to end of W Forsyth Pkwy Trail Lights                                           | \$ -                       |                          | NONE                                           |
|                                   | <b>Total Capital</b>                                                                      | <b>\$ 5,509,350</b>        |                          | <b>NONE</b>                                    |
| <b>TOTAL CAPITAL PROJECT FUND</b> |                                                                                           | <b>\$ 5,509,350</b>        | <b>\$ 5,509,350</b>      | <b>NONE</b>                                    |

*Economic Devl. Fund (31)***ECONOMIC DEVL. FUND (00)**

|                                  | <b>Amount<br/>Budgeted</b> | <b>Other<br/>Sources</b> | <b>Amount to be<br/>raised by Tax<br/>Levy</b> |
|----------------------------------|----------------------------|--------------------------|------------------------------------------------|
| <b>Description</b>               |                            |                          |                                                |
| <i>(Contractual Services)</i>    |                            |                          |                                                |
|                                  | \$ -                       |                          | NONE                                           |
|                                  | \$ -                       |                          | NONE                                           |
| <b>TOTAL ECONOMIC DEVL. FUND</b> | <b>\$ -</b>                | <b>\$ -</b>              | <b>NONE</b>                                    |

*American Rescue Plan Act (32)***ARPA (32)**

|                                                                                             | <b>Amount<br/>Budgeted</b> | <b>Other<br/>Sources</b> | <b>Amount to be<br/>raised by Tax<br/>Levy</b> |
|---------------------------------------------------------------------------------------------|----------------------------|--------------------------|------------------------------------------------|
| <b>Description</b>                                                                          |                            |                          |                                                |
| <i>(Capital Services)</i>                                                                   |                            |                          |                                                |
| 810-8 Water Towers, Ground Storage Tank, Aerator, Claricone Clarifiers & Filter Maintenance | \$ 473,150                 |                          | NONE                                           |
|                                                                                             | \$ 473,150                 |                          | NONE                                           |
| <b>TOTAL AMERICAN RESCUE PLAN ACT</b>                                                       | <b>\$ 473,150</b>          | <b>\$ 473,150</b>        | <b>NONE</b>                                    |

*Forsyth Family Sports & Nature Park (38)***FFSNP (38)**

|                                                      | <b>Amount<br/>Budgeted</b> | <b>Other<br/>Sources</b> | <b>Amount to be<br/>raised by Tax<br/>Levy</b> |
|------------------------------------------------------|----------------------------|--------------------------|------------------------------------------------|
| <b>Description</b>                                   |                            |                          |                                                |
| <i>(Capital)</i>                                     |                            |                          |                                                |
| 863-1 OSLAD (design eng & bidding services)          | \$ 60,000                  |                          | NONE                                           |
| 863-1 OSLAD (construction & observation)             | \$ 2,003,000               |                          | NONE                                           |
| Total Capital                                        | \$ 2,063,000               | \$ 2,063,000             | NONE                                           |
| <b>TOTAL FORSYTH FAMILY SPORTS &amp; NATURE PARK</b> | <b>\$ 2,063,000</b>        | <b>\$ 2,063,000</b>      | <b>NONE</b>                                    |

**Water Fund (51)****WATER (00)**

|                                           |                                         | <b>Amount<br/>Budgeted</b> | <b>Other<br/>Sources</b> | <b>Amount to be<br/>raised by Tax<br/>Levy</b> |
|-------------------------------------------|-----------------------------------------|----------------------------|--------------------------|------------------------------------------------|
|                                           | <b>Description</b>                      |                            |                          |                                                |
| <i>(Personal Services)</i>                |                                         |                            |                          |                                                |
| 421                                       | Salaries Regular                        | \$ 78,300                  |                          | NONE                                           |
| 423                                       | Salaries Overtime                       | \$ 8,000                   |                          | NONE                                           |
| 451                                       | Health/Dental/Vision Insurance          | \$ 22,000                  |                          | NONE                                           |
| 461                                       | (Social Security Tax) FICA Contribution | \$ 8,000                   |                          | NONE                                           |
| 462                                       | IMRF Contribution                       | \$ 10,500                  |                          | NONE                                           |
| 471                                       | Uniforms                                | \$ 2,500                   |                          | NONE                                           |
|                                           | Total Personal                          | \$ 129,300                 |                          | NONE                                           |
| <i>(Contractual Services)</i>             |                                         |                            |                          |                                                |
| 511                                       | Building Maintenance Service            | \$ 60,000                  |                          | NONE                                           |
| 512                                       | Equipment Maintenance Service           | \$ 40,000                  |                          | NONE                                           |
| 512-1                                     | Storage Tank Maintenance Service        | \$ -                       |                          | NONE                                           |
| 513                                       | Vehicle Maintenance Service             | \$ 500                     |                          | NONE                                           |
| 532                                       | Engineering Services                    | \$ 25,000                  |                          | NONE                                           |
| 534                                       | Medical Services                        | \$ -                       |                          | NONE                                           |
| 547                                       | Plumbing Inspections                    | \$ 1,500                   |                          | NONE                                           |
| 549                                       | Other Professional Services             | \$ 60,000                  |                          | NONE                                           |
| 549-1                                     | Outsource Utility Billing               | \$ 8,000                   |                          | NONE                                           |
| 549-2                                     | Online Payment Fees                     | \$ 3,000                   |                          | NONE                                           |
| 551                                       | Postage                                 | \$ 100                     |                          | NONE                                           |
| 552                                       | Telephone                               | \$ 6,000                   |                          | NONE                                           |
| 560                                       | Professional Development                | \$ 4,000                   |                          | NONE                                           |
| 571                                       | Utilities                               | \$ 50,000                  |                          | NONE                                           |
|                                           | Total Contractual                       | \$ 258,100                 |                          | NONE                                           |
| <i>(Supplies)</i>                         |                                         |                            |                          |                                                |
| 611                                       | Maintenance of Building                 | \$ 3,000                   |                          | NONE                                           |
| 612                                       | Maintenance of Equipment                | \$ 80,000                  |                          | NONE                                           |
| 813                                       | Maintenance of Vehicle                  | \$ 100                     |                          | NONE                                           |
| 617                                       | Maintenance of Grounds                  | \$ 5,000                   |                          | NONE                                           |
| 617-1                                     | Landscaping Trees Supplies              | \$ -                       |                          | NONE                                           |
| 651                                       | Office Supplies                         | \$ 100                     |                          | NONE                                           |
| 651-1                                     | Computer/Equipment Supplies             | \$ 500                     |                          | NONE                                           |
| 652                                       | Operating Supplies                      | \$ 20,000                  |                          | NONE                                           |
| 653                                       | Small Tools                             | \$ 100                     |                          | NONE                                           |
| 654                                       | Janitorial Supplies                     | \$ 100                     |                          | NONE                                           |
| 655                                       | Fuel                                    | \$ 500                     |                          | NONE                                           |
| 656                                       | Chemicals                               | \$ 250,000                 |                          | NONE                                           |
|                                           | Total Supplies                          | \$ 359,400                 |                          | NONE                                           |
| <i>(Other Expenditures/Debt Services)</i> |                                         |                            |                          |                                                |
| 929                                       | Miscellaneous Expense                   | \$ 200                     |                          | NONE                                           |
| 997                                       | Water Plant IEPA Loan Payment           | \$ -                       |                          | NONE                                           |
| 999-3                                     | Inter-fund Transfer (out)               | \$ -                       |                          | NONE                                           |
|                                           | Total Other/Debt Services               | \$ 200                     |                          | NONE                                           |
| <b>TOTAL WATER</b>                        |                                         | <b>\$ 747,000</b>          | <b>\$ 747,000</b>        | <b>NONE</b>                                    |

*SewerFund (52)**SEWER (00)*

|                                           |                                         | Amount<br>Budgeted | Other<br>Sources  | Amount to be<br>raised by Tax<br>Levy |
|-------------------------------------------|-----------------------------------------|--------------------|-------------------|---------------------------------------|
| Description                               |                                         |                    |                   |                                       |
| <i>(Personal Services)</i>                |                                         |                    |                   |                                       |
| 421                                       | Salaries Regular                        | \$ 17,000          |                   | NONE                                  |
| 423                                       | Salaries Overtime                       | \$ 1,500           |                   | NONE                                  |
| 451                                       | Health/Dental/Vision Insurance          | \$ 17,500          |                   | NONE                                  |
| 461                                       | (Social Security Tax) FICA Contribution | \$ 1,600           |                   | NONE                                  |
| 462                                       | IMRF Contribution                       | \$ 2,100           |                   | NONE                                  |
| 471                                       | Uniforms                                | <u>\$ 2,500</u>    |                   | <u>NONE</u>                           |
|                                           | Total Personal                          | \$ 42,200          |                   | NONE                                  |
| <i>(Contractual Services)</i>             |                                         |                    |                   |                                       |
| 512                                       | Equipment Maintenance Service           | \$ 25,000          |                   | NONE                                  |
| 513                                       | Vehicle Maintenance Service             | \$ 400             |                   | NONE                                  |
| 517                                       | Ground Maintenance Service              | \$ 40,000          |                   | NONE                                  |
| 517-1                                     | Landscaping Tree Service                | \$ 2,000           |                   | NONE                                  |
| 532                                       | Engineering Services                    | \$ -               |                   | NONE                                  |
| 549                                       | Other Professional Services             | \$ 1,500           |                   | NONE                                  |
| 549-1                                     | Outsource Utility Billing               | \$ 8,000           |                   | NONE                                  |
| 549-2                                     | Online Payment Fees                     | \$ 3,000           |                   | NONE                                  |
| 552                                       | Telephone                               | \$ 7,500           |                   | NONE                                  |
| 571                                       | Utilities                               | \$ 7,000           |                   | NONE                                  |
| 578                                       | Sewer Discharge Fees                    | <u>\$ 250,000</u>  |                   | <u>NONE</u>                           |
|                                           | Total Contractual                       | \$ 344,400         |                   | NONE                                  |
| <i>(Supplies)</i>                         |                                         |                    |                   |                                       |
| 612                                       | Equipment Maintenance                   | \$ 5,000           |                   | NONE                                  |
| 613                                       | Vehicle Maintenance                     | \$ 500             |                   | NONE                                  |
| 652                                       | Operating Supplies                      | \$ 1,000           |                   | NONE                                  |
| 653                                       | Small Tools                             | \$ 150             |                   | NONE                                  |
| 655                                       | Fuel                                    | <u>\$ 500</u>      |                   | <u>NONE</u>                           |
|                                           | Total Supplies                          | \$ 7,150           |                   | NONE                                  |
| <i>(Other Expenditures/Debt Services)</i> |                                         |                    |                   |                                       |
| 929                                       | Miscellaneous                           | \$ 1,000           |                   | NONE                                  |
| 999-3                                     | Inter Fund Transfer (out)               | <u>\$ 94,000</u>   |                   | <u>NONE</u>                           |
|                                           | Total Expenditures/Debt                 | \$ 95,000          |                   | NONE                                  |
| <b>TOTAL SEWER</b>                        |                                         | <u>\$ 488,750</u>  | <u>\$ 488,750</u> | <u>NONE</u>                           |

**TAX LEVY SUMMARY**

|                                                       |                   |
|-------------------------------------------------------|-------------------|
| General Corporate Tax (65 ILCS 5/8-3-1)               | \$ 217,223        |
| Police Protection Tax (65 ILCS 5/11-1-3)              | \$ 93,086         |
| Liability Insurance Tax (745 ILCS 10/9-107)           | \$ 34,000         |
| Social Security Tax (40 ILCS 5/21-110, 5/21-110.1)    | \$ 10,600         |
| Ill. Municipal Retirement Funds Tax (65 ILCS 5/7-171) | \$ 15,420         |
| Municipal Auditing Tax (65 ILCS 5/8-8-8)              | \$ 15,000         |
| Unemployment Insurance Tax (745 ILCS 10/9-107)        | \$ 2,040          |
| Street Lighting Tax (65 ILCS 5/11-80-5)               | <u>\$ 50,000</u>  |
|                                                       | <b>\$ 437,369</b> |

**ORDINANCE NUMBER 2023-30**

**AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE PURPOSES FOR THE  
VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS FOR THE FISCAL YEAR  
BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023**

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

**SECTION 1:** That the amount hereinafter set forth, or so much thereof as may be authorized by law, and the same are hereby levied upon all property subject to taxation within the municipality as that property is assessed and equalized for the current year, and for such purposes as General Corporate, Police Protection, Social Security, Liability Insurance, Audit, Illinois Municipal Retirement Fund, Street Lighting, and Unemployment Insurance for the Village of Forsyth, Macon County, Illinois, for the fiscal year beginning January 1, 2023, and ending December 31, 2023.

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

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

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

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

**PASSED** this 7th day of November 2023.

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

**APPROVED** this 7th day of November 2023.

\_\_\_\_\_  
**Jim Peck, Village Mayor**

**ATTEST:**

\_\_\_\_\_  
**Cheryl Marty, Village Clerk**

# **OLD BUSINESS**

## **ITEM 2**

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**THE VILLAGE OF FORSYTH**

MACON COUNTY, ILLINOIS

---

ORDINANCE  
NUMBER  
2023-34

---

**AN ORDINANCE APPROVING LEASE OF A PORTION OF REAL PROPERTY  
WITH PIN 07-07-15-229-008**

---

JIM PECK, Mayor  
CHERYL MARTY, Village Clerk

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

Village Trustees

---

Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Forsyth  
on \_\_\_\_\_, 2023

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

**ORDINANCE NO. 2023-34**

**AN ORDINANCE APPROVING LEASE OF A PORTION OF REAL PROPERTY  
WITH PIN 07-07-15-229-008**

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

**WHEREAS**, the Village is authorized by the Illinois Municipal Code, 65 ILCS 5/11-76-1, to lease real property for a term not exceeding 99 years whenever it determines that the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village; and

**WHEREAS**, the Village owns a parcel of property known as Macon County Parcel # 07-07-15-229-008 consisting of approximately 5.91 acres and legally described as: PT N1/2 NE1/4 - BEG 832.32 E SW COR E 109.18 NE142.33 NE366.7 E248.6 NE370.72 S TO PT 691.43 W SE COR E391.42 N366.33 W10 N73.64 SW394.42 SW.29N TO SE COR FORSYTH ESTATES 4TH ADD W981.74 S115.99 SE160.22 ETC, hereinafter referred to as "Parcel"; and,

**WHEREAS**, Skybeam, LLC d/b/a RISE Broadband ("Tenant") seeks to lease approximately 100 square feet of the southeast corner of the Parcel as near as practicable to the Market Drive and the berm on the south side of the property; and

**WHEREAS**, the Tenant has offered to lease the 100 square feet on the Parcel from the Village for an amount of \$400.00 per month and a term of 20 years; and,

**WHEREAS**, the Village desires to lease the 100 square feet on the Parcel the upon such terms and conditions that are contained in the Lease Agreement attached hereto as **Exhibit A**; and,

**WHEREAS**, the corporate authorities of the Village find it is in the best interests of the Village to approve the Commercial Real Estate Purchase and Sale Agreement and to purchase the Parcels described herein.

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

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

**Section 2. Purchase of Property.** The Village hereby approves the lease of 100 square feet of the Parcel for \$400.00 per month with a term of 20 years. This lease is approved upon the terms and conditions contained within the Lease Agreement attached hereto as **Exhibit A**. The Village hereby authorizes the Mayor and Village Clerk to execute all documents required for the purchase of said of Real Estate upon the terms and conditions contemplated herein.

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

**Section 4. Repeal and Savings Clause.** All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained

shall affect any rights, actions, or causes of action which shall have accrued to the Village of Forsyth prior to the effective date of this ordinance.

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

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_ 2023, at Forsyth, Macon County, Illinois.

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

#### VILLAGE OF FORSYTH

\_\_\_\_\_  
Jim Peck, Village Mayor

Attest:

\_\_\_\_\_  
Cheryl Marty, Village Clerk

**Exhibit A**  
**Lease Agreement**



**LEASE AGREEMENT**  
(FIBER CABINET SPACE - OUTSIDE)

|                                                                          |                                                                                                                                                                                                                                                                            |
|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Commencement Date:</b>                                                |                                                                                                                                                                                                                                                                            |
| <b>Landlord:</b>                                                         | Village of Forsyth, Illinois                                                                                                                                                                                                                                               |
| Landlord Notice Address:                                                 | japplebee@forsyth-il.gov<br><br>301 South Route 51<br>Forsyth, IL 62535                                                                                                                                                                                                    |
| <b>Tenant:</b>                                                           | Skybeam, LLC, a Colorado limited liability company, dba Rise Broadband                                                                                                                                                                                                     |
| Tenant Notice Address:                                                   | <a href="mailto:toweradmin@risebroadband.com">toweradmin@risebroadband.com</a><br><br>61 Inverness Drive E, Suite 250<br>Englewood, CO 80112<br>Attn: Contract Administration<br><br><b>Tenant Network Operations Center Contact Information:</b><br>NOC@risebroadband.com |
| <b>Property (Fiber Cabinet Location) Address:</b>                        | Southeast corner of the lot on Market Dr. (39.931351, -88.957210) Forsyth, IL 62535 as near as practicable to Market Dr. and the berm on south side of property (Macon County Property Tax PIN: 07-07-15-229-008)                                                          |
| <b>Leased Premises Dimensions:</b>                                       | Approximately 100 square feet (10' x 10')                                                                                                                                                                                                                                  |
| <b>Initial Term:</b>                                                     | Twenty (20) years                                                                                                                                                                                                                                                          |
| <b>Renewal Term(s):</b>                                                  | One (1) year each                                                                                                                                                                                                                                                          |
| <b>Monthly Payment:</b>                                                  | \$400.00                                                                                                                                                                                                                                                                   |
| <b>Payment Remittance Address:</b><br>(if different from notice address) | N/A                                                                                                                                                                                                                                                                        |

This Lease Agreement (this “**Agreement**”) is made between Landlord and Tenant effective as of the date signed by Tenant below. Capitalized terms used herein shall have the meanings as set forth above or as otherwise defined herein. Landlord and Tenant may each be referred to individually in this Agreement as a “**Party**” and, collectively, as the “**Parties**”.

The Parties agree as follows:

- 1. LEASED PREMISES (OUTDOORS).** Landlord hereby leases to Tenant space on the Property for the installation, operation, and maintenance of a fiber cabinet containing communications equipment, which may include fiber and similar communications wiring, circuits, switches, routers, servers, hubs, battery backup, storages and similar equipment and personal property (collectively the “**Tenant Equipment**”) at the locations on the Property as mutually agreed upon by the Parties (the “**Leased Premises**”). The Leased Premises (i) is an outdoor area of approximately the Leased Premises Dimensions stated above; (ii) will be in an area that will allow Tenant to install a five foot by five foot cement pad foundation for the fiber cabinet, which will be approximately three feet by three feet and 80 inches tall; and (iii) may be secured by Tenant’s installation of an enclosure, fencing, locks, protective barriers or other appropriate methods to restrict access to the fiber cabinet, provided that Landlord approves such installation (which may be withheld in Landlord’s reasonable discretion, including for aesthetic concerns). The Tenant Equipment shall at all times remain the exclusive personal property of Tenant and shall not be considered fixtures.
- 2. REAL PROPERTY LEASE; ASSIGNMENT.** This Agreement runs with the land (and title to the Property). If Landlord sells or otherwise transfers all or any part of the Property, such transfer shall be conditioned on and subject to this Agreement and Landlord shall require any such purchaser or transferee to assume all of Landlord’s obligations under this Agreement in a written assumption

agreement signed by Landlord and such transferee. Upon delivering a fully executed copy of such assumption agreement to Tenant, Landlord will be relieved of any further liability or obligations to Tenant under the Agreement that are attributable to the period after Tenant has received a copy of such written assumption agreement.

- 3. ACCESS.** Landlord hereby grants Tenant the right to access the Leased Premises from the adjacent right-of-way on Market Drive to inspect, survey, install, operate, maintain, repair, modify, upgrade and remove the Tenant Equipment. Tenant shall not access the Leased Premises from or through any other portion of the larger parcel (Macon County Property Tax PIN: 07-07-15-229-008). Tenant shall provide Landlord with at least 24 hours advance notice prior to accessing the Leased Premises, unless there is an emergency that reasonably requires sooner access, in which case Tenant shall provide Landlord as much notice as is commercially practicable under the circumstances, if any. An emergency includes such events as an electrical fire, equipment instability, or loss of connection/service.
- 4. TERM.** The Initial Term of this Agreement commences on the Commencement Date and continues for the period of time set forth in the table at the head of this Agreement. This Agreement shall automatically extend for the Renewal Term(s) set forth in the table above, unless either party notifies the other in writing of its intention not to renew this Agreement at least six (6) months prior to the beginning of the upcoming Renewal Term. The Initial Term and all Renewal Terms are collectively referred to herein as the “Term.”
- 5. TERMINATION.** This Agreement may be terminated as follows:
  - 5.1. If, after the Commencement Date, Tenant is unable to complete the installation of the Tenant Equipment due to technical issues or because it cannot obtain the required approvals from relevant federal, state, and local authorities, this Agreement shall automatically terminate and the Parties shall have no further duties or obligations to one another hereunder.
  - 5.2. Immediately upon Legal Notice from either Party if the other Party breaches the terms of this Agreement and fails to cure such breach in accordance with Section 11 of this Agreement.
  - 5.3. Immediately upon Legal Notice from Tenant if Tenant is unable to obtain or maintain any governmental approvals necessary for the continuing operation of Tenant’s Equipment.
  - 5.4. Upon 30 days’ prior Legal Notice from Tenant if Tenant determines that the Property and/or Leased Premises are no longer suitable or necessary for Tenant’s operations.
  - 5.5. Upon Legal Notice from Tenant in accordance with Section 9 of this Agreement.
- 6. REMOVAL OF TENANT EQUIPMENT.** Upon termination of this Agreement for any reason, Tenant will have access to the Leased Premises for 30 days to remove the Tenant Equipment and restore the Leased Premises to its original condition, reasonable wear and tear excepted. With respect to any foundations or concrete pads installed by Tenant on the Leased Premises (if any), Landlord agrees that Tenant will be in compliance with its obligations under this Section if it covers any such foundations or concrete pads with at least twenty-four (24) inches of soil.
- 7. MONTHLY PAYMENT AND UTILITIES.** Tenant shall pay to Landlord the Monthly Payment listed in the table at the head of this Agreement on or before the 5th business day of each month during the Term (pro-rated for any partial months). Tenant will be responsible to install and obtain its own electric utilities as necessary to operate the Tenant Equipment, including a separate power meter, and Tenant will pay the provider of such utility directly. Tenant also may install and maintain a temporary power source, such as a backup generator or batteries, in a location approved by Landlord for use during power interruptions.
- 8. TITLE AND QUIET ENJOYMENT.** Landlord represents, warrants and covenants to Tenant that (i) Landlord is either the fee owner of the Property, trustee of the Property, or otherwise has the authority to enter into, execute, deliver and perform this Agreement; (ii) there are no liens, judgments, or other title matters affecting Landlord's title to the Property; (iii) there are no covenants, easements, or restrictions that prevent Tenant’s use of the Leased Premises for the intended purpose; and (iv) Tenant shall have quiet enjoyment of the Leased Premises during the Term.
- 9. TENANT EQUIPMENT DAMAGE; CASUALTY OR CONDEMNATION.** Landlord should contact Tenant’s Network Operations Center (using the contact information provided in the table at the head of this Agreement) if there is any vandalism, damage or unauthorized access to the Leased Premises or Tenant Equipment, if there is any power interruption, or if, to the knowledge of Landlord, there is any Tenant Equipment malfunction. If the damage cannot reasonably be expected to be repaired within 45 days after the casualty or, if such damage reasonably is expected to disrupt Tenant's operations at the Leased Premises for more than 30 days, then Tenant may, at any time following such casualty, terminate this Agreement upon Legal Notice to Landlord.
- 10. INSURANCE; INDEMNIFICATION.** Upon request from Landlord from time-to-time during the Term, Tenant promptly shall provide Landlord with a Certificate of Insurance showing the coverage types and amounts of insurance maintained by Tenant. Such coverage types and amounts shall be reasonable for the type of business conducted by Tenant and shall be maintained by Tenant

during the Term. Tenant agrees to indemnify, defend, protect and hold harmless Landlord from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and costs, to the extent caused by or arising out of (i) the negligence or willful misconduct of Tenant or its respective employees, agents and contractors; or (ii) Tenant's or its employees', agents' or contractors' damage to the Leased Premises. If Landlord is seeking defense and indemnification under this Section ("**Indemnitee**"), Landlord shall promptly (1) provide Legal Notice to Tenant ("**Indemnitor**") of any claim for which it is requesting indemnification and tender the defense; and (2) provide all reasonably available facts, circumstances, documents and particulars of the claim and reasonably assist where requested to enable Indemnitor to defend, settle, and indemnify for such claim. Failure to promptly comply with the foregoing sentence shall not relieve Indemnitor of its obligations under this Section, except to the extent that such delay or failure materially and demonstrably prejudices Indemnitor's ability to defend or settle such claim and results in an increase in liabilities in connection therewith. The Indemnitor, at its sole cost, shall promptly assume the defense and control of such claim using counsel of its own choosing that is reasonably satisfactory to Indemnitee. Indemnitor promptly shall confirm by Legal Notice to Indemnitee that it has assumed the defense and control of the claim in compliance with this Section. If Indemnitor fails to provide such Legal Notice to Indemnitee, then Indemnitee may proceed with defending or settling such claim under the terms of this Section as if it were the Indemnitor, and it shall provide Legal Notice to Indemnitor that it has done so and in such case, Indemnitor shall be responsible for Indemnitee's reasonable attorneys' fees, costs, and expenses incurred by Indemnitee in defending and/or settling such claim. Indemnitor shall have sole control over such defense, investigation, and settlement negotiations, provided that Indemnitor shall not settle any claim without first disclosing all terms of the settlement to Indemnitee and obtaining Indemnitee's prior approval. Indemnitee may withhold approval if the settlement does not provide Indemnitee with a full release regarding such claim. If Indemnitor timely complies with its obligations under this Section, then Indemnitee shall be responsible for any attorneys' fees or other costs or expenses Indemnitee incurs in connection with the claim (such as its own costs of investigation, verification, review, tender, etc.). This Section shall survive the expiration or termination of this Agreement for a period of two years.

- 11. DEFAULT.** In the event there is a default by a Party with respect to any of the provisions of this Agreement, the non-defaulting Party shall give the defaulting Party Legal Notice of such default, and the defaulting Party shall have 20 days after receipt thereof to cure such default. If a Party fails to cure such default, in addition to any other available remedies, the non-defaulting Party may terminate this Agreement upon Legal Notice to the defaulting Party. Notwithstanding the foregoing, neither Party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure is due to any circumstance beyond the reasonable control of the affected Party.
- 12. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY CONTRARY PROVISION IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, INCLUDING LOST PROFITS OR REVENUES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, SUCH PARTY'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT; AND PROVIDED FURTHER THAT THIS LIMITATION SHALL NOT RESTRICT EITHER PARTY'S RIGHT TO PROCEED FOR INJUNCTIVE RELIEF.
- 13. NOTICES.** All notices, requests, approvals, authorizations, consents, demands and other communications required or permitted to be given or made pursuant to this Agreement shall be (i) in writing (except where verbal notice is specifically authorized in this Agreement); (ii) delivered by email to the email addresses set forth in the table at the head of this Agreement; and (iii) deemed properly given upon delivery to or rejection by the addressed recipient. If questioned, the sender of such communication shall have the burden of producing written documentation proving delivery or rejection. Written documentation evidencing delivery or rejection (such as electronic time-stamped email showing the recipient name, email address and time sent, U.S. Postal Service return receipt, print-out from a courier service's tracking system, written acknowledgment by the recipient, automatic email rejection notices showing the recipient's name, email address and time sent, etc.) will be sufficient to prove delivery or rejection, as the case may be. Either Party may change its notice information by providing Legal Notice to the other in accordance with this Article. Where this Agreement requires that a "**Legal Notice**" be sent, then in addition to the other notice requirements of this Agreement, such notice also shall be sent to the recipient via a nationally recognized, traceable delivery service (e.g., overnight courier, U.S. mail with return receipt or tracking, etc.) to the physical addresses listed in the table at the head of this Agreement, and in the case of Legal Notices to Tenant, with "Attention: Legal Department" in the address.
- 14. MISCELLANEOUS.** This Agreement shall constitute the entire agreement between the Parties and supersedes all prior oral or written communications or agreements of the Parties with respect to the matters contained herein. Any waiver of any right included in this Agreement must be in writing and signed by the Party whose rights are being waived; the failure of either Party to enforce or seek enforcement of the terms of this Agreement following any default or breach shall not be construed as a waiver of such right. No change, amendment or modification of any provision of this Agreement shall be valid or binding on either Party unless set forth in a written instrument signed by both parties. The invalidity under applicable law of any provision of this Agreement shall not affect the validity of any other provision of this Agreement. This Agreement and the performance thereof shall be governed, interpreted, and regulated by the laws of the State in which the Property is located, without regard to such state's conflict of law provisions.

**15. AUTHORITY; SIGNATURE.** The Parties represent and warrant to each other that there are no prior or existing agreements, understandings, or intentions with or between such Party and any third parties that conflict with this Agreement. The individuals signing below represent, warrant and covenant to each other, to Landlord and to Tenant, that they are duly authorized to execute and deliver this Agreement on behalf of the entity for which they have signed. This Agreement may be signed in counterparts, and facsimiles or exact copies of original signatures shall have the same force and effect as originals.

**Tenant:**  
Skybeam, LLC dba Rise Broadband

**Landlord:**  
Village of Forsyth, Illinois

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

# **OLD BUSINESS**

## **ITEM 3**

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**MEMORANDUM**

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**To:** The Honorable President and Board of Trustees  
**From:** Jill Applebee, Village Administrator  
**Date:** November 7, 2023  
**Subject:** Golf Cart

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Attached you will find the golf cart rules in what we hope to be the final format. Legal has reviewed and made the edits as we discussed.

The plan, if approved this evening, will be to begin to spread the word of inspections on a date that is agreed upon with the Sheriff's office.

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

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**THE VILLAGE OF FORSYTH**

MACON COUNTY, ILLINOIS

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ORDINANCE  
NUMBER  
2023-31

---

**AN ORDINANCE AMENDING THE VILLAGE CODE TO ALLOW GOLF CARTS  
AND OFF-HIGHWAY VEHICLES IN THE VILLAGE AND ON VILLAGE STREETS**

---

JIM PECK, Mayor  
CHERYL MARTY, Village Clerk

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

Village Trustees

---

Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Forsyth  
on \_\_\_\_\_, 2023.

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

**ORDINANCE NO. 2023-31**

**AN ORDINANCE AMENDING THE VILLAGE CODE TO ALLOW GOLF CARTS  
AND OFF-HIGHWAY VEHICLES ON VILLAGE STREETS**

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

**WHEREAS**, the Village wishes to protect the public health, safety, and welfare of its citizens by regulating the use of Golf Carts and Off-Highway Vehicles in the Village and on Village Streets; and,

**WHEREAS**, the Illinois Vehicle Code (625 ILCS 5/11-1426.1) provides for the operation of Golf Carts and Off-Highway Vehicles on Village Streets; and

**WHEREAS**, the Village intends to comply with all requirements of the Illinois Vehicle Code where applicable; and,

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

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

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

**Section 2. Amendment to Text of the Village Code.** Chapter 71 of the Village Code of Ordinances is hereby amended as shown in detail on **Exhibit A**. The amendment is shown as follows: added; deleted.

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

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

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

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_ 2023, at Forsyth, Macon County, Illinois.

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

**VILLAGE OF FORSYTH**

---

Jim Peck, Village Mayor

Attest:

---

Cheryl Marty, Village Clerk

## **EXHIBIT A**

## § 71.1 OPERATION OF RECREATIONAL VEHICLES PROHIBITED.

(A) It shall be unlawful for any person to drive or operate any gasoline- or diesel-powered snowmobile, minibike, motorbike, motor scooter, go-kart, all-terrain vehicle, or off-highway motorcycle at any place within the Village of Forsyth, except on property owned by the person operating the vehicle, on property owned by the parent or guardian of the person operating the vehicle, or upon property which the operator of the vehicle has been given permission by the owner to operate the vehicle thereon. ~~Battery-powered vehicles and gas-powered gGolf eCarts and Off-Highway Vehicles~~ may be operated within the Village of Forsyth on village sidewalks and bike paths, except those within the ~~boundaries~~ inner loop of the Village Park, at a safe and reasonable speed, not to exceed 20 mph. ~~Battery-powered vehicles and gas-powered gGolf eCarts and Non-Highway Vehicles~~ may be parked in the parking lots of Village Park. All persons operating Golf Carts and Off-Highway Vehicles and all Golf Carts and Off-Highway Vehicles operated anywhere in the Village shall meet the Requirements of Section 71.2(D)(1) through 71.2(D)(6), 71.2(D)(11), and 71.2(D)(13), and shall be permitted as required in Section 71.2(E). ~~Motorized vehicles weighing more than 75 pounds can only be operated by a licensed driver.~~ Medical walk-assist vehicles, authorized emergency vehicles and vehicles operated by village employees in their official capacity will be exempt from this section.

(B) The definition of the terms "all-terrain vehicle," "off-highway motorcycle" and "authorized emergency vehicles" shall be as set forth in the Illinois Motor Vehicle Code. The definition of the terms "Golf Cart" and "Off-Highway Vehicle" shall be as set forth in Section 71.2(B).

(C) The penalty for violation of this section shall be as set forth in Section ~~70.99.~~ 71.2(F).

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

## **§ 71.2 GOLF CARTS AND Off-HIGHWAY VEHICLES ON VILLAGE STREETS**

### **(A) General Provisions and Policy**

(1) The Village, in passing this Ordinance, is not advocating or endorsing the use of Golf Carts or Off-Highway Vehicles on Village Streets. Other means of travel may be safer than a Golf Cart or Off-Highway Vehicle. All persons who operate a Golf Cart or Off-Highway Vehicle within the Village do so at their own risk and peril. In passing this Ordinance, the Village does not accept any level of liability for accidents, collision, injuries or death, or destruction of property. In passing this Ordinance, the Village is merely regulating the use of Golf Carts and Off-Highway Vehicles on Village Streets, as invited by the law of the

State of Illinois, in an attempt to increase safety on Village Streets.

(2) Golf Carts and Off-Highway Vehicles as defined and qualified herein shall be allowed on Village Streets under the conditions as stated herein.

**(B) Definitions.** For the purpose of this Code, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Golf Cart means a gasoline powered or electric vehicle specifically designed and intended for the purposes of transporting one (1) or more persons and their golf clubs or maintenance equipment while engaged in the playing of golf, supervising the play of golf, or maintaining the condition of the grounds on a public or private golf course with such vehicle attaining a speed of at least 20 mph but not more than 30 mph.

Illinois Vehicle Code means 625 ILCS 5/1-100 et seq. and all amendments thereto.

Off-Highway Vehicle means a motorized off-highway device designed to travel primarily off-highway, 64 inches or less in width, having a manufacturer's dry weight of 2,000 pounds or less for gas-powered engines or 3,000 pounds or less for electric-powered engines, traveling on 4 or more non-highway tires, designed with a non-straddle seat and a steering wheel for steering control, except equipment such as lawnmowers.

Village Streets means any of the streets or roadways within the boundaries of the Village of Forsyth excluding any street which is under the exclusive jurisdiction of a unit of government that is not the Village of Forsyth, including but not limited to Hickory Point Township, Macon County, the State of Illinois.

**(C) Use Restricted.** Except as otherwise provided in this Section, it is unlawful for any person to drive or operate a Golf Cart or Off-Highway Vehicle on any Village Street. It is unlawful for any person to drive or operate upon any Village Street an all-terrain vehicle as defined by 625 ILCS 5/1-101.8 or an off-highway motorcycle as defined by 625 ILCS 5/1-153.1.

**(D) Requirements.** All persons seeking to operate a Golf Cart or Off-Highway Vehicle in the Village must ensure compliance with the following requirements:

(1) Proof of liability insurance that complies with the requirements of Chapter 7 of the Illinois Vehicle Code must be in the possession of the operator of the Golf Cart or Off-Highway Vehicle and available to be provided to the Village or law enforcement upon request at all times while operating the Golf Cart or Off-Highway vehicle in the Village and on Village Streets.

(2) All Golf Carts and Off-Highway Vehicles must be certified for operation in the Village and on Village Streets by the Village designated law enforcement agency following inspection by a designated Village representative.

(3) A Village issued decal must be displayed in a highly visible location on the rear of the Golf Cart or Off-Highway Vehicle at all times while operating in the Village and on Village Streets.

(4) The operator of a Golf Cart or Off-Highway Vehicle must be at

least 18 years of age and possess a valid driver's license.

(5) All Golf Carts and Off-Highway Vehicles must be equipped with the following:

- (a) Brakes and brake lights;
- (b) Front and rear turn signals;
- (c) A steering wheel apparatus;
- (d) Tires;
- (e) Rear view mirror;
- (f) Seat belts for each passenger (625 ILCS 5/12-603.1);
- (g) Red reflector warning device on front and rear;
- (h) Approved "Slow Moving Vehicle" emblem on the rear of the vehicle (625 ILCS 5/12-609);
- (i) Headlight that emits a white light visible from a distance of five hundred (500) feet to the front which must be illuminated when in operation;
- (j) Taillight that emits a red visible light from a least one hundred (100) feet from the rear which must be illuminated when in operation; and
- (k) Any additional requirements which may be required in amendments to the Illinois Vehicle Code, 625 ILCS 5/11-1426.

(6) Operator and passengers in a Golf Cart or Off-Highway Vehicle must obey all traffic laws of the State of Illinois.

(7) Golf Carts and Off-Highway Vehicles shall only be operated on Village Streets with a posted speed limit of 35 mph or less.

(8) Golf Carts and Off-Highway Vehicles shall not be operated on streets within the Village that are under the exclusive jurisdiction of a unit of government that is not the Village of Forsyth, including but not limited to streets and roadways under the jurisdiction of Hickory Point Township, Macon County, and the State of Illinois, except to cross said streets, in which case the operator must make a direct crossing in which the crossing is made at an angle of approximately 90 degrees to the direction of the street, road or highway; at a place where no obstruction prevents a quick and safe crossing; the golf cart or off-highway vehicle is brought to a complete stop before attempting a crossing; the operator of the golf cart or off-highway vehicle yields the right of way to all pedestrian and vehicular traffic which constitutes a hazard; and that when crossing a divided highway (i.e. State Route 51), the crossing is made only at an intersection controlled by a traffic light.

(9) Golf Carts or Off-Highway Vehicles shall not be operated on Village Streets at speeds in excess of the posted speed limit, and shall not in any event exceed a speed of 35 mph.

(10) The operator of a Golf Cart or Off-Highway Vehicle or the person

who is in actual physical control of the Golf Cart or Off-Highway Vehicle on any street or roadway while under the influence is subject to the Illinois Vehicle Code Sections 11-500 through 11-502 (625 ILCS 5/11-500 through 11-502). It is unlawful for any person to drive, operate or be in actual physical control of a Golf Cart or Off-Highway Vehicle on a Village Street in violation of any one or more said Sections of the Illinois Vehicle Code.

(11) Each Golf Cart or Off-Highway Vehicle may transport only as many individuals as is the lesser of the number of seats or as its manufacturer designates. No individuals may ride on any other portion of the Golf Cart or Off-Highway Vehicle.

(12) Each operator and passenger of a Golf Cart or Off-Highway Vehicle operated on a Village Street shall wear a properly adjusted and fastened seat belt; except that a child less than eight (8) years of age shall be protected in the same manner as such children are required to be protected when riding in motor vehicles under the Child Passenger Protection Act. (625 ILCS 25/1 et seq.)

(13) Headlights and taillights shall be illuminated at all times the Golf Cart or Off-Highway Vehicle is being operated on Village Streets.

(14) No person shall possess alcoholic beverages on or in a Golf Cart or Off-Highway Vehicle in the Village or on Village Streets unless it is in the original container with the seal unbroken.

**(E) Permits.**

(1) No person shall operate a Golf Cart or Off-Highway Vehicle without first obtaining a permit for the Golf Cart or Off-Highway Vehicle from the Village designated law enforcement agency. A copy of the permit shall be kept in the Golf Cart or Off-Highway Vehicle whenever operated in the Village or on Village Streets.

(2) Only Golf Carts or Off-Highway Vehicles that have a valid permit shall be permitted to operate in the Village and on Village Streets. No permit or renewal permit shall be issued unless the Golf Cart or Off-Highway Vehicle has been inspected and approved by the Village designated law enforcement agency. No permits shall be issued unless the applicant and the Golf Cart or Off-Highway Vehicle complies with all provisions of this Section.

(3) Permits shall be granted for a period not to exceed one year from the date designated on the permit. Permits shall have a renewal date annually of April 1<sup>st</sup> regardless of when the permit was issued.

(4) The cost of a permit is Fifty Dollars (\$50.00). Initial permits issued after April 1<sup>st</sup> shall be prorated based on the month the initial permit was obtained. All permit renewals are Fifty Dollars (\$50.00) regardless of the month issued.

(5) At the time of application or renewal, the person seeking the permit or renewal for the Golf Cart or Off-Highway Vehicle shall provide evidence of liability insurance in compliance with Chapter 7 of the Illinois Vehicle Code regarding the minimum liability insurance for passenger motor vehicles to be operated on the roads in the State of Illinois.

(6) Every application for a permit shall be made on the form provided by the Village and shall contain the following information:

- (a) Name and address of applicant;
- (b) Name of liability insurance carrier;
- (c) Serial number, make, model, and description of the Golf Cart or Off-Highway Vehicle that includes the maximum number of passengers (including the operator);
- (d) Signed Waiver of Liability by applicant releasing the Village and agreeing to defend, indemnify, and hold harmless the Village from any and all future claims resulting from the operation of the Golf Cart or Off-Highway Vehicle the applicant seeks to permit in the Village or on Village Streets;
- (e) Photocopy of applicable insurance card with policy number specifically applicable to the operation of the Golf Cart or Off-Highway Vehicle the applicant seeks to permit; and
- (f) Such additional information the Village may require.

**(F) Penalties.**

(1) Operating a Golf Cart or Off-Highway Vehicle in the Village or on Village Streets is a privilege and not a right. Any permit to operate a Golf Cart or Off-Highway Vehicle in the Village or on Village Streets is subject to suspension or revocation by the Village designated law enforcement agency if any portion of this Ordinance is violated by the operator. Decisions of the Village designated law enforcement agency shall only be reversed or modified by a majority vote of the Village Board of Trustees.

(2) Operating a Golf Cart or Off-Highway Vehicle within the Village in an area or on streets or roadways where Golf Carts or Off-Highway Vehicles are not allowed, or operating a Golf Cart or Off-Highway Vehicle that has not been inspected and approved by the Village for travel on Village Streets shall result in a One Hundred Fifty Dollar (\$150.00) fine on the operator of the Golf Cart or Off-Highway Vehicle for the first violation, a Three Hundred Dollar (\$300.00) fine for a second violation and a Five Hundred Dollar (\$500.00) fine for a third violation within a 365-day period. The Village Attorney shall have the authority to bring a complaint against any individual, including but not limited to the operator and permit holder, violating this Ordinance to recover the aforementioned fines and to seek an injunction against further violations of this Ordinance. Three fines issued to the same individual or related to the operation of a specific Golf Cart or Off-Highway Vehicle within a 365-day period shall result in a revoked permit.

(3) Notwithstanding the foregoing, anyone found to operate Golf Cart or Off-Highway Vehicle in the Village or on Village Streets in violation of any other provision of this Section 71.2 or Section 71.1 shall be subject to a One Hundred Fifty Dollar (\$150.00) fine for the first violation, a Three Hundred Dollar (\$300.00) fine for a second violation and a Five Hundred Dollar (\$500.00) fine for a third violation within a 365-day period. The Village Attorney shall have the authority to bring a complaint against any individual violating this Ordinance to

recover the aforementioned fines and to seek an injunction against further violations of this Ordinance. Three fines within a 365-day period may result in a revoked permit.

(4) If any person is in possession of or consuming alcoholic beverages on or in a Golf Cart or Off-Highway Vehicle on Village Streets in violation of this Ordinance, the permit for the Golf Cart or Off-Highway Vehicle is subject to revocation. This is in addition to other penalties against the individual which may be available under the laws of the State of Illinois or other parts of this Ordinance.

(5) If a person driving or in control of a Golf Cart or Off-Highway Vehicle in the Village or on Village streets refuses to submit to a test or analysis of the person's blood, urine, breath or other bodily substance that disclose an alcohol concentration of more than 0.08 grams of alcohol per 100 milliliters of blood or grams of alcohol per 210 liters of breath, the permit for the Golf Cart or Off-Highway Vehicle is subject to revocation. This is in addition to other penalties against the individual which may be available under the laws of the State of Illinois or other parts of this Ordinance.

(6) Any person receiving a citation under this Article shall pay any monetary fine provided in this section at the Forsyth Village Hall within fourteen (14) days from the date of the citation. If any monetary penalty is not paid within that fourteen (14) day period, the Village designated law enforcement agency is authorized to file a complaint alleging the violation of this Ordinance and issue a notice to appear requiring the offender to appear in the Macon County Circuit Court to answer to the charge.

**(G) Possibility of amendment, suspension, or end of Golf Cart and Off-Highway Vehicle Program.** Individuals are advised that the Village is permitting the use of Golf Carts or Off-Highway Vehicles on Village Streets in limited circumstances and pursuant to current Illinois law. Individuals should view the use of Golf Carts or Off-Highway Vehicles on Village Streets as a program which is subject to suspension, modification, or revocation at any time and effective immediately upon a majority of the Village Board of Trustees amending this Ordinance, upon court ruling, or in the event of a change in the laws of the State of Illinois or United States of America. Individuals should consider these factors when making the decision to purchase a Golf Cart or Off-Highway Vehicle or the decision to purchase potentially expensive upgrades to Golf Carts or Off-Highway Vehicles.

# **NEW BUSINESS**

## **ITEM 1**

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**MEMORANDUM**

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**To:** The Honorable President and Board of Trustees  
**From:** Jill Applebee, Village Administrator  
**Date:** November 7, 2023  
**Subject:** Solar Panels-MF School

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Maroa Forsyth School District would like to vary the requirements of the Development Ordinance Section 3.18 to allow free-standing solar panels on the property to the east of the grade school. The area will be fenced to restrict access.

The ordinance reads:

**3.18 SOLAR ENERGY SYSTEMS:**

Solar panels shall be permitted on any roof in any zoning district as permitted accessory uses. No freestanding panels shall be allowed in any residential zoning district. Solar panels shall be flush with the roof line when possible, and shall not be elevated more than thirty (30) degrees off the roof pitch where it is attached or no more than five (5) feet, whichever is less. Solar panels shall not extend beyond the roof line and shall be located no closer than ten (10) feet from an adjacent property line. Solar panels shall not cover more than twenty five (25) percent of the total roof surface of a structure, and solar panels shall not be located on a roof face that faces the front yard of a lot, except as provided in Section C below. Solar panels may cover one hundred (100) percent of the roof of non-residential buildings provided that they are fully screened from view on all sides of the building as viewed from ground level. (Am. Ord. 946, passed 6-1-2015)

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

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

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

Solar panels shall not be permitted in any location other than the surface of the roof of the structure, unless otherwise specified in the subject zoning district.

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

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

Planning and Zoning voted in favor with a vote of 6-2 with the following modifications:

- The north side of the fence must be no further than the northernmost edge of the building
- The south edge of the fence must be a minimum of 150 feet from the south property line
- The solar farm will be surrounded on the North, east, and south sides by a solid fence not to exceed 8 feet in height
- The fence will have landscaping on north, east and south side
- The solar farms will be utilized for educational curriculum, and the students will have access to the farm using safety guidelines

Attached you will find first their application for Planning and Zoning- followed by the redesign they have made with the changes.

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

# VILLAGE OF FORSYTH

301 S. Route 51  
Forsyth, IL 62535

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



## VARIANCE REQUEST APPLICATION

OWNER: ☒

APPLICANT: ☐

Name: Maroa Forsyth CUSD #2

Address: 641 E Shafer, Forsyth, IL 62535

Phone Number: 217-794-3488

E-mail: jeff.holmes@mfschools.net

Property Address: 641 E Shafer, Forsyth, IL 62535 PIN #: 07-07-14-200-006

Legal Description of the Property:

Section 14-17-2E., Prairie Winds, LT 2, Section 14, Range 2E, Legal Township 17N

Zoning District: Municipal/R-1

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

A variance to Development Code Section 3.18 Solar Energy Systems is requested to allow for the use of freestanding solar panels on the property.

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

The District plans to install a behind the meter, 618kW ground mount solar PV array to serve the buildings electrical needs on the southwest corner of the property. The system will be fenced to restrict access. The 25 foot setback from corner side yards R-1 properties will be maintained.

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

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

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

Due to the sloped roofs and varying roof elevations, a system large enough to supply the majority of the school's electrical load will not fit on the roof. In order to install a large enough system, ground areas must be used.

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

Most buildings do not have the electrical load of schools while also having available land. This situation is unique in that the building requires a significant amount of energy and has the space to host a ground mount array.

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

The strict application of the development ordinance will deprive the District of the financial and environmental benefits of offsetting the majority of its electric consumption through the use of on-site solar that a building with a more advantageous roof size and layout would have.

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

Authoriozation of the variance will not be of substantial detriment to the adjacent property. No sound is emitted from the system that will cross property lines and the adjacent properties will still be able to be used for farming or development. Granting the variance will not change the character of the school or the adjacent district.

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

The variance is the minimum variance. A single ground mount system needs to be installed to allow for both sufficient energy production and an economically feasible project.

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

Signature:  Date: 10/4/2023

**For office use only**

Date Received: \_\_\_\_\_

PZC Meeting Date: \_\_\_\_\_

Application Fee Paid: \_\_\_\_\_

Board Meeting Date: \_\_\_\_\_

Approved (Y/N): \_\_\_\_\_

Ordinance # \_\_\_\_\_

The Village's Development Ordinance provides that "Solar Energy Systems" are a permitted accessory use in all zoning districts. No freestanding panels shall be allowed in any residential zoning district. Solar panels are only allowed in a location other than the roof if specifically allowed in the zoning district. While contemplated, there are no other zoning districts that specifically allow freestanding solar panels.

A request to vary Section 3.18 would need to be filed by the property owner, go before PZC, and then be approved by the Board to have freestanding solar panels in the Village.

The Illinois Siting Act regulating solar and wind farms currently applies to counties and at present does not apply to the Village or appear to include the 1.5-mile exclusionary zone around the Village's corporate boundaries (although this is not certain and has not yet been challenged).

Below is the full text of the Development Code Section 3.18 SOLAR ENERGY SYSTEMS for reference.

### 3.18 SOLAR ENERGY SYSTEMS:

Solar panels shall be permitted on any roof in any zoning district as permitted accessory uses. No freestanding panels shall be allowed in any residential zoning district. Solar panels shall be flush with the roof line when possible, and shall not be elevated more than thirty (30) degrees off the roof pitch where it is attached or no more than five (5) feet, whichever is less. Solar panels shall not extend beyond the roof line and shall be located no closer than ten (10) feet from an adjacent property line. Solar panels shall not cover more than twenty five (25) percent of the total roof surface of a structure, and solar panels shall not be located on a roof face that faces the front yard of a lot, except as provided in Section C below. Solar panels may cover one hundred (100) percent of the roof of non-residential buildings provided that they are fully screened from view on all sides of the building as viewed from ground level. (Am. Ord. 946, passed 6-1-2015)

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

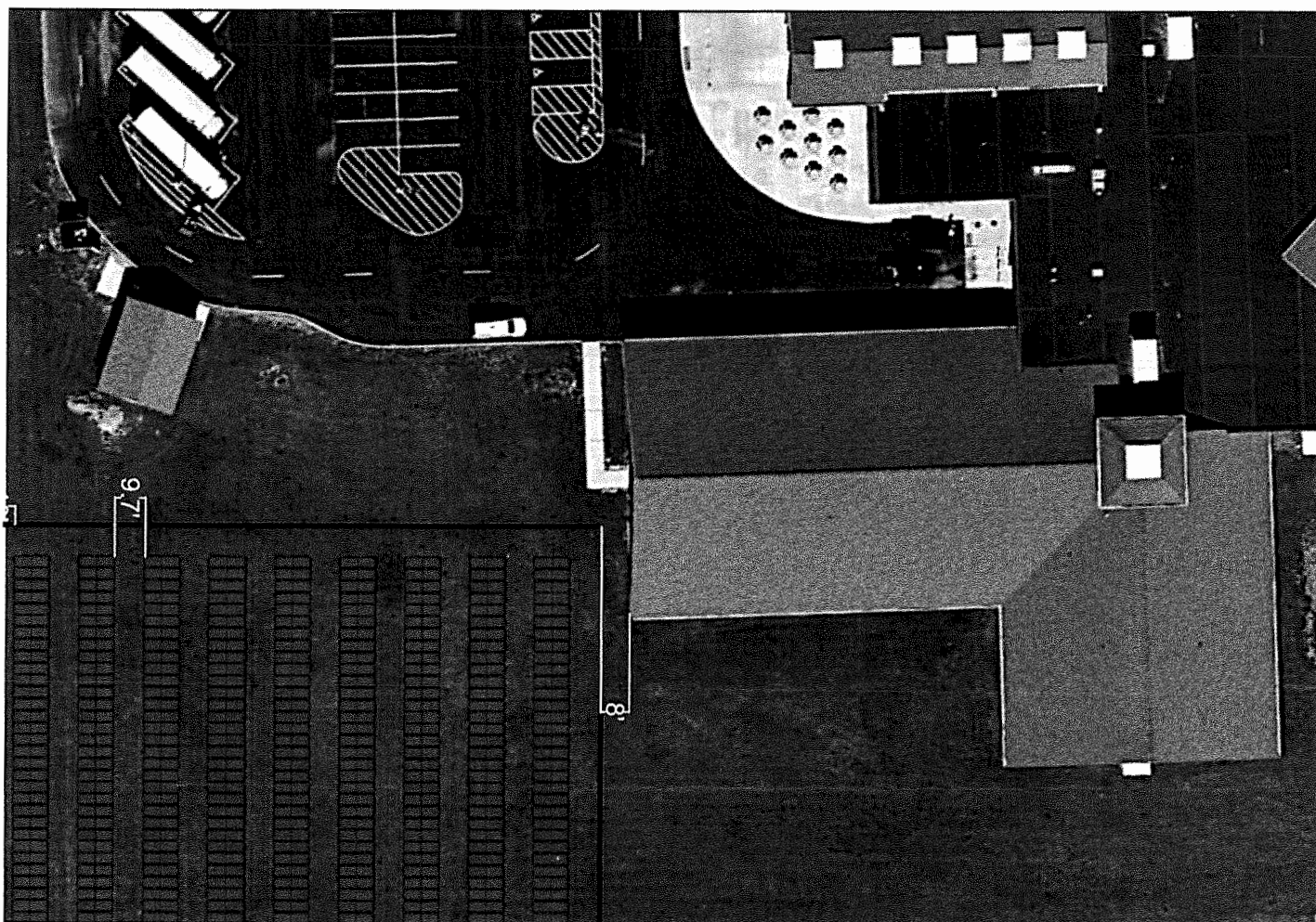
All frame and visible structural parts of a solar panel shall match the roof color. No solar panel shall be artificially lighted.

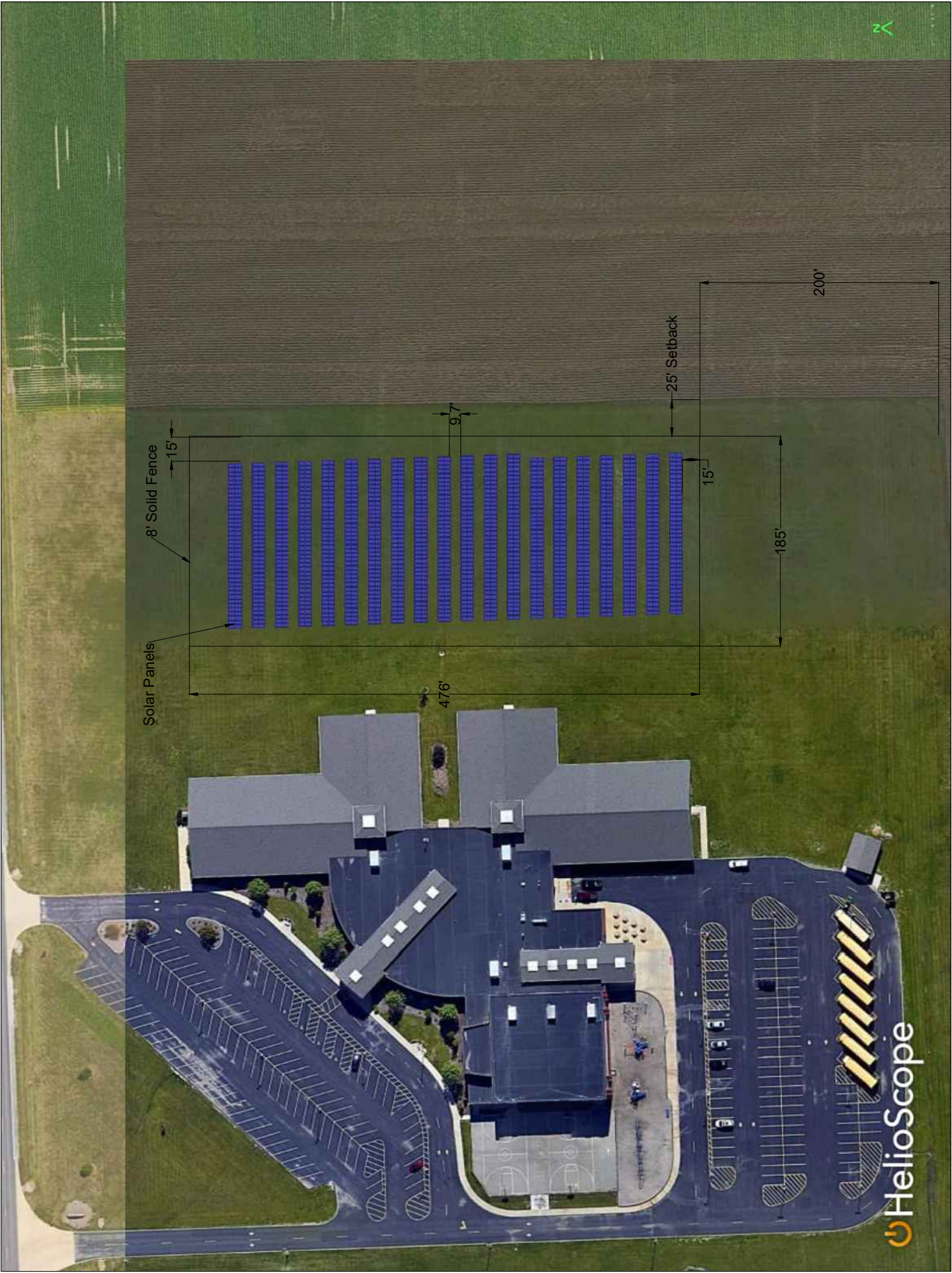
A building permit shall be required prior to erecting any solar panel. Mounting for such systems shall be in conformance with all electrical codes and building codes to ensure wind and weight loading requirements are met. Plans shall be stamped by a licensed structural engineer and by a qualified inspector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

Solar panels shall not be permitted in any location other than the surface of the roof of the structure, unless otherwise specified in the subject zoning district.

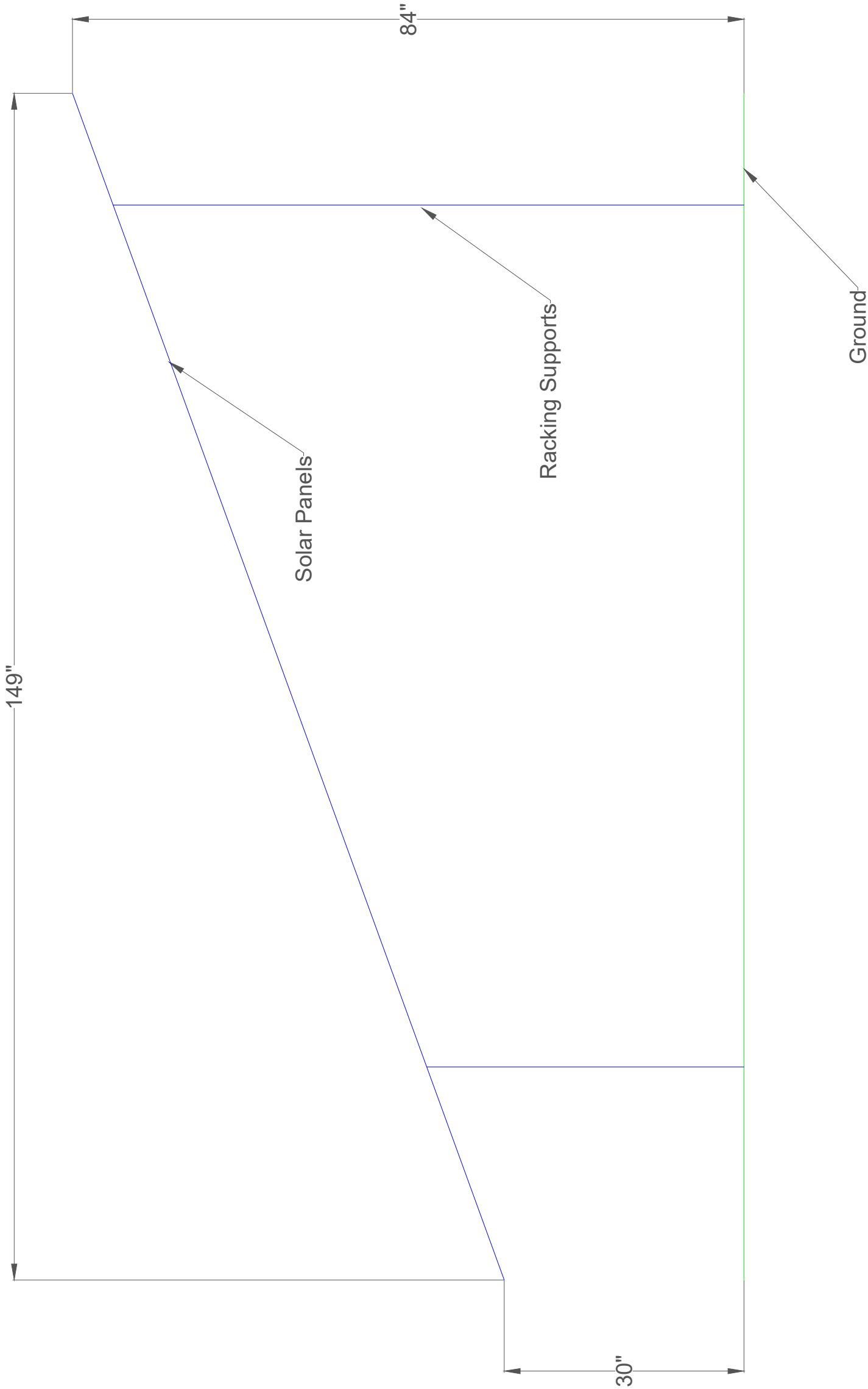
Solar panels not in service for a period of one hundred eighty (180) days shall be removed and the property on which it is located restored to its original condition within thirty (30) days.

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





|                                                                                       |                                                                                             |  |                                                                    |  |                         |          |             |            |
|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------|--|-------------------------|----------|-------------|------------|
|  | 1900 SPRING ROAD, SUITE 400, OAK BROOK, IL 60523<br>PHONE: 630-203-2600<br>www.ameresco.com |  | Maroa Forsyth Grade School<br>641 E Shafer St<br>Forsyth, IL 62535 |  | NAME<br>SITE SOLAR PLAN |          |             |            |
|                                                                                       |                                                                                             |  |                                                                    |  | 2                       | 10/31/23 | VARIANCE    | REVISION   |
|                                                                                       |                                                                                             |  |                                                                    |  | 1                       | 10/03/23 | VARIANCE    | SUBMISSION |
|                                                                                       |                                                                                             |  |                                                                    |  | REV. #                  | DATE     | DESCRIPTION |            |
| DWG-1                                                                                 |                                                                                             |  |                                                                    |  |                         |          |             |            |



|                                                                                                                                                                                                           |                                                                    |                                          |        |          |             |             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|------------------------------------------|--------|----------|-------------|-------------|
| <br>1900 SPRING ROAD, SUITE 400, OAK BROOK, IL 60523<br>PHONE: 630-203-2600<br>FAX: 630-954-5977<br>www.ameresco.com | Maroa Forsyth Grade School<br>641 E Shafer St<br>Forsyth, IL 62535 | NAME <b>PANEL AND RACKING DIMENSIONS</b> | 2      | 10/31/23 | RACKING     | REVISION    |
|                                                                                                                                                                                                           |                                                                    |                                          | 1      | 10/25/23 | RACKING     | INFORMATION |
|                                                                                                                                                                                                           |                                                                    |                                          | REV. # | DATE     | DESCRIPTION |             |
|                                                                                                                                                                                                           |                                                                    |                                          |        |          |             |             |
| DRAWING #<br><b>DWG-2</b>                                                                                                                                                                                 |                                                                    |                                          |        |          |             |             |

### **Maroa Forsyth Grade School Solar Array Revision 10-31-23**

Per the results of the Forsyth Committee Meeting on October 26, 2023, the following changes have been made to the proposed solar array:

- The system size will be 626kW-DC to account for the reduced production due to the taller, solid fence.
- The solar panels will be placed 15' from the interior fence line.
- The current fence surrounding the playground area will be relocated.
- Shorter panels will be used so that the array height will be approximately 84".
- 8' Solid Fence will surround the array on all sides
- The north side of the fence will be no further than the northernmost edge of the building
- The south edge of the fence will be over 150feet from the south property line
- Shrubs will be installed on the north, south, and east sides of the fence
- A dashboard display of the solar data will be installed at the Maroa Forsyth Grade School. Online access to the solar dashboard will be available for the other schools within the District.
- A compilation of publicly available solar curricula resources can be found at:  
Solar K12 Curricula Resources  
<https://files.ameresco.com/fl/H9EIUYNhfm>  
Password:7dZHRG6L

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**THE VILLAGE OF FORSYTH**

MACON COUNTY, ILLINOIS

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ORDINANCE  
NUMBER 2023-35

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**AN ORDINANCE APPROVING A VARIANCE TO PERMIT FREE STANDING SOLAR  
PANELS AT MAROA FORSYTH CUSD #2 LOCATED  
AT 642 E. SHAFER, FORSYTH, ILLINOIS**

---

JIM PECK, Mayor  
CHERYL MARTY, Village Clerk

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

Village Trustees

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Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Forsyth  
on \_\_\_\_\_, 2023

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

**ORDINANCE NO. 2023-35**

**AN ORDINANCE APPROVING A VARIANCE TO PERMIT FREE STANDING SOLAR  
PANELS AT MAROA FORSYTH CUSD #2 LOCATED  
AT 642 E. SHAFER, FORSYTH, ILLINOIS**

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

**WHEREAS**, an application was filed by Maroa Forsyth CUSD #2 for a variance to allow free standing solar panels to be placed at 642 E. Shafer, Forsyth, Illinois; and,

**WHEREAS**, the Planning and Zoning Commission ("Commission") held a duly noticed public hearing on October 26, 2023, and recommended by a 6-2 vote of the Commission that the Village Board approve the variance to Development Ordinance Section 3.18 as requested in the application, with copy of the Recommendation attached as **Exhibit A**; and,

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

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

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

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

**Section 2.** Findings of Fact. The Village Board adopts the recommendation of

the Planning and Zoning Commission to approve the variance requested in the application.

**Section 3. Description of the Property.** The Property is commonly known as 642 E. Shafer, Forsyth, IL and legally described as: Section 14, Township 17N, Range 3E., Prairie Winds, Lot 2. (PIN: 07-07-14-200-006).

**Section 4. Public Hearing.** A public hearing was advertised in the Decatur Herald & Review and held by the Planning and Zoning Commission on October 26, 2023, at which time the Planning and Zoning Commission voted to recommend approval of the variance the conditions set forth in the Recommendation attached hereto as **Exhibit A**.

**Section 5. Variance.** The variation with conditions detailed in **Exhibit A** and recommended at the October 26, 2023, Planning and Zoning Commission meeting, is hereby granted to allow for a to allow free standing solar panels on the Property with the conditions and specifications shown and set forth in **Exhibit B**.

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

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

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

SO ORDAINED this \_\_\_\_\_ day of November, 2023, at Forsyth, Macon County,  
Illinois.

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

#### VILLAGE OF FORSYTH

\_\_\_\_\_  
Jim Peck, Village Mayor

Attest:

\_\_\_\_\_  
Cheryl Marty, Village Clerk

**EXHIBIT A**  
Report and Recommendation of Planning and Zoning Commission

## VARIANCE RECOMMENDATION & FINDINGS OF FACT

**To:** Village of Forsyth Board of Trustees

**From:** Planning & Zoning Commission

**Re:** Recommendation Allowing Request submitted by Maroa Forsyth CUSD #2 to vary the requirements of the Development Ordinance Section 3.18 to allow free standing solar panels on the real property located at 642 E. Shafer, Forsyth, IL and legally described as: Section 14, Township 17N, Range 3E., Prairie Winds, Lot 2. (PIN: 07-07-14-200-006).

**Date:** October 26, 2023

On October 26, 2023 the Planning and Zoning Commission ("Commission") held a public hearing for a variance at the real property located at 642 E. Shafer, Forsyth, IL and legally described as: Section 14, Township 17N, Range 3E., Prairie Winds, Lot 2. (PIN: 07-07-14-200-006). The notice of the public hearing was published in the Herald & Review on October 10, 2023. A copy of the certificate of publication is attached.

The Variance Request submitted by Maroa Forsyth CUSD #2 was to vary the requirements of the Development Ordinance Section 3.18 to allow free standing solar panels on the real property located at 642 E. Shafer, Forsyth, IL and legally described as: Section 14, Township 17N, Range 3E., Prairie Winds, Lot 2. (PIN: 07-07-14-200-006).

Staff did not make a recommendation. A copy of the Petition is attached.

The Commission voted to approve the recommendation allowing the variance by a vote of 6 in favor to 2 against with the following conditions, all of which are recommended by the Commission:

- The north side of the fence must be no further than the northern most edge of the building.
- The south edge of the fence must be a minimum of 150 feet from the south property line.
- The solar farm will be surrounded on the North, east and south side by a solid fence not to exceed 8 feet in height.
- The fence will have landscaping on all sides.
- The solar farms will be utilized for educational curriculum and the students will have access to the farm using safety guidelines.

The Commission further made the following findings of fact:

1. The property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the existing zoning district; and
2. The plight of the owner is due to unique circumstances including the desire to use solar power for the benefit of the school and its students only; and

3. If granted, the variation will not alter the essential character of the locality provided the conditions are included with approval of any variance.

The Commission further found as follows:

1. That the particular physical surroundings, shape, or topographical condition of the specific property involved would bring particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulation were to be carried out;
2. That the conditions upon which the petition for variation is based would not be generally applicable to other property within the same zoning district;
3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property;
4. That the alleged difficulty or particular hardship has not been created by any person presently having an interest in the property, or by the applicant;
5. That the granting of the variation will not be detrimental to the public welfare, or injurious to other property or improvements in the neighborhood in which the property is located; and
6. That the proposed variation will not:
  - (i) Impair an adequate supply of light and air to adjacent properties.
  - (ii) Substantially increase the hazard from fire or other dangers to said property or adjacent properties.
  - (iii) Otherwise impair the public health, safety, comfort, morals, or general welfare of the inhabitants of the Village.
  - (iv) Diminish or impair property values within the neighborhood.
  - (v) Unduly increase traffic congestion in the public streets and highways.
  - (vi) Create a nuisance.
  - (vii) Result in an increase in public expenditures.

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Chairman, Planning & Zoning Commission

THE HERALD & REVIEW  
601 E William St  
Decatur, IL 62523-1142  
Ph: 800-453-2527

STATE OF ILLINOIS  
COUNTY OF MACON } SS:  
CITY OF DECATUR

VILLAGE OF FORSYTH

301 S ROUTE 51  
FORSYTH, IL 62535

**NOTICE OF PUBLIC  
HEARING**

The Village of Forsyth Planning and Zoning Commission will hold public hearings at 5:30 p.m., Thursday, October 26, 2023 at the Village Hall, 301 S. Route 51, Forsyth, IL. The Planning and Zoning Commission will meet to hold a public hearing and discuss the following items:

- Request submitted by Maroa Forsyth CUSD #2 to vary the requirements of the Development Ordinance Section 3.18 to allow free standing solar panels on the real property located at 642 E. Shafer, Forsyth, IL and legally described as: Section 14, Township 17N, Range 3E., Prairie Winds, Lot 2. (Plat: 07-07-14-200-006). Any questions concerning this public hearing should be directed to Village Administrator, Jill Applebee, at 217-877-9445. All persons interested may appear and speak at the hearing.

10/5 158684

ORDER NUMBER 158684

LEE ENTERPRISES, INC hereby certifies that it is now and has been for more than one year continuously, d/b/a Herald & Review, a daily secular newspaper of general circulation in said County, published in the City, County and State aforesaid, and further certifies that said newspaper has been continuously published at regular intervals of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that the Herald & Review is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that a notice of which the annexed notice is a true copy, has been regularly published in said paper.

Section: Legals

Category: 0991 Legal Inside

PUBLISHED ON: 10/10/2023

TOTAL AD COST: 40.88

FILED ON: 10/10/2023

By           L          

          10/10/2023            
Date           10/10/2023

# VILLAGE OF FORSYTH

301 S. Route 51  
Forsyth, IL 62535

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

VILLAGE OF  
**F RSYTH**  
PRIOG. & mOGfIESS

## VARIANCE REQUEST APPLICATION

OWNER: Ix]

APPLICANT: ☐

Name: Maroa Forsyth CU §D #2

Address: 641 E Shafer, Forsyth, IL 62535

Phone Number: **Jtl- 1N- 3'186**

E-mail: **je.f... h..UN-s mf:c..&o ls."<-f-**

Property Address: 641 E Shafer, Forsyth, IL 62535

PIN#: 07\_07\_14-200\_006

Legal Description of the Property:

Section 14\_17-2E., Prairie Winds, LT 2. Section 14, Range 2E. Legal Township 17N

Zoning District: Municipal/R..1

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

A variance to Development Code Section 3.18 Solar Energy Systems is requested to allow for the use of freestanding solar panels on the property.

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

The District plans to install a behind the meter, 618kW ground mount solar PV array to serve the buildings electrical needs on the southwest corner of the property. The system **will** be fenced to restrict access. The 25 foot setback from corner side yards R..\_1 properties **will** be maintained.

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

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

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

Due to the sloped roofs and varying roof elevations, a system large enough to supply the majority of the school's electrical load will not fit on the roof. In order to install a large enough system, ground areas must be used.

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

Most buildings do not have the electrical load of schools while also having available land. This situation is unique in that the building requires a significant amount of energy and has the space to host a ground mount array.

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

The strict application of the development ordinance will deprive the District of the financial and environmental benefits of offsetting the majority of its electric consumption through the use of on-site solar that a building with a more advantageous roof size and layout would have.

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

Authorization of the variance will not be of substantial detriment to the adjacent property. No sound is emitted from the system that will cross property lines and the adjacent properties **will** still be able to be used for farming or development. Granting the variance will not change the ~~character of the school or the adjacent district~~.

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

The variance is the minimum variance. A single ground mount system needs to be installed to allow for both sufficient energy production and an economically feasible project.

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

Signature: \_\_\_\_\_

Date: /e/fbk2

For office use only

Date Received: \_\_\_\_\_

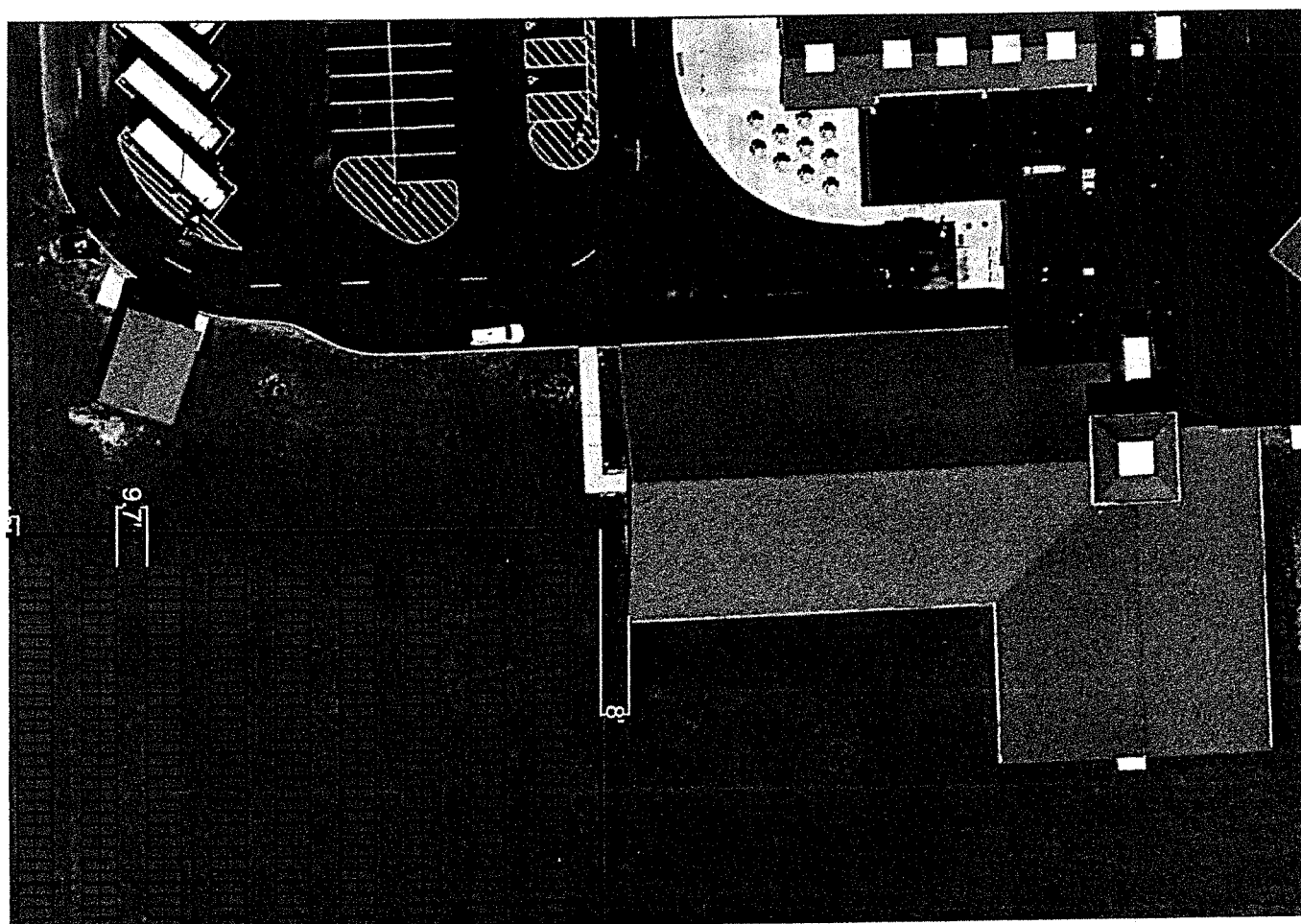
PZC Meeting Date: \_\_\_\_\_

Application Fee Paid: \_\_\_\_\_

Board Meeting Date: \_\_\_\_\_

Approved (YIN): \_\_\_\_\_

**Ordinance#--'**-----

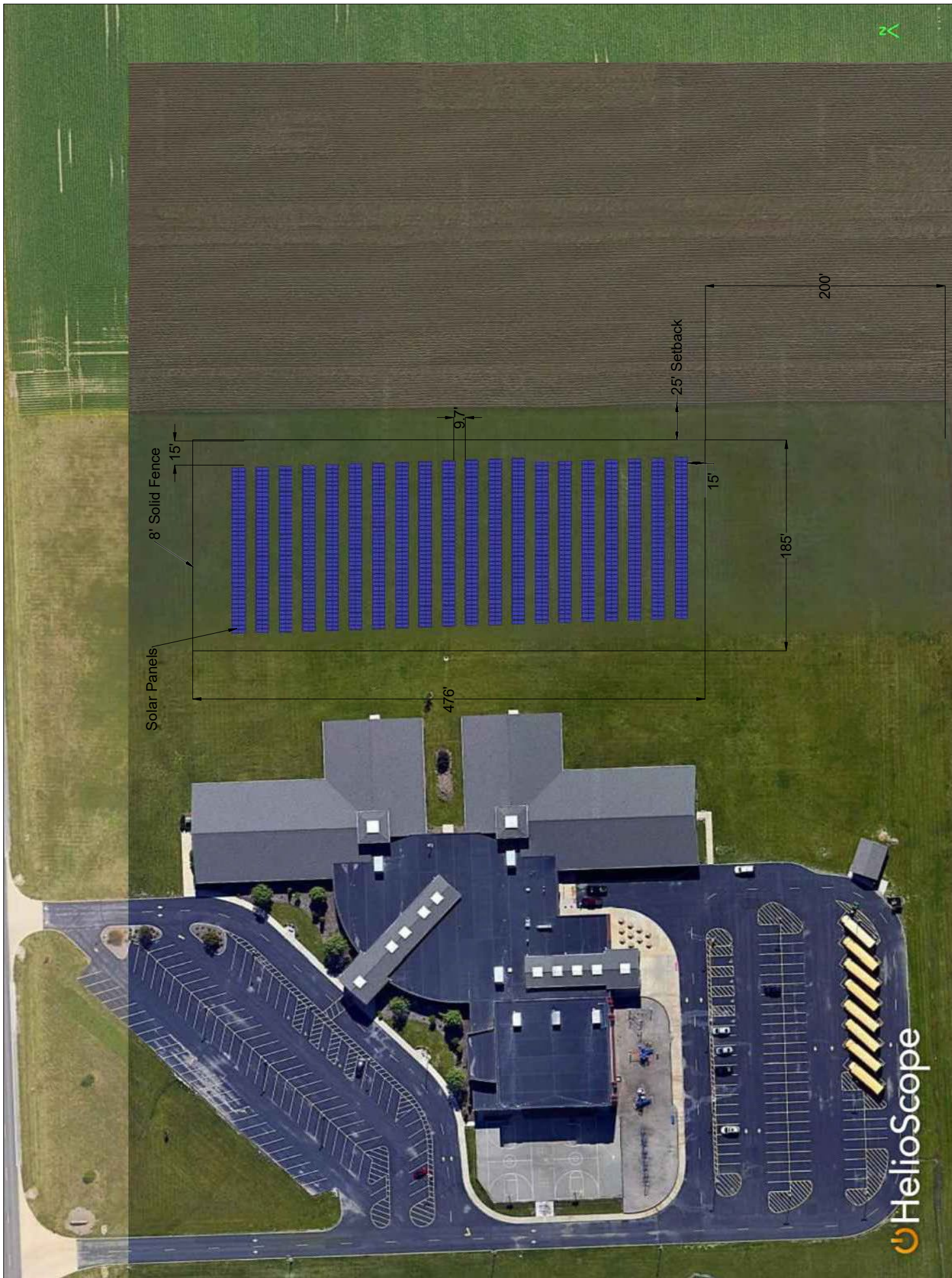


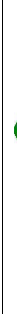
**EXHIBIT B**  
Specifications and Conditions

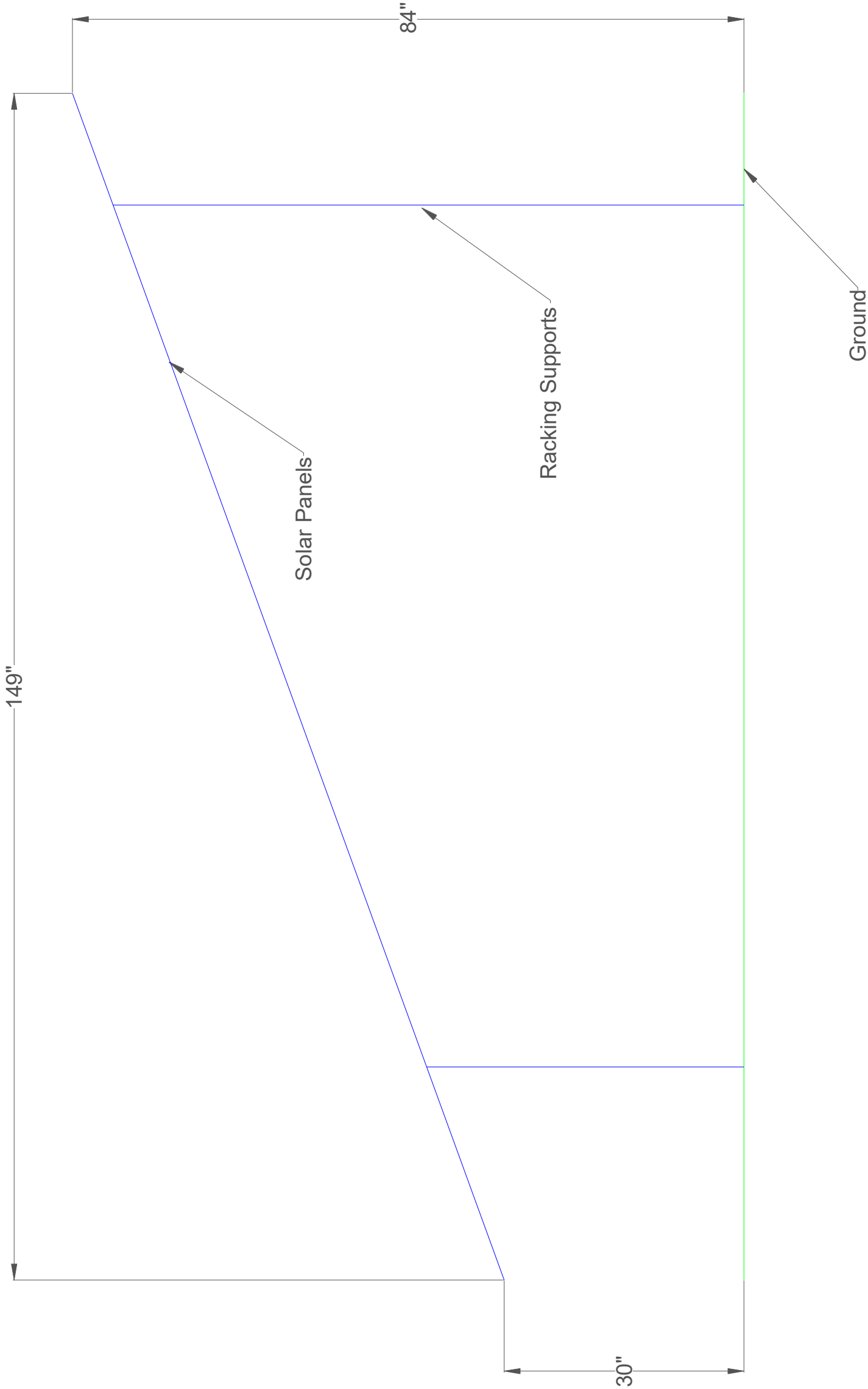
### **Maroa Forsyth Grade School Solar Array Revision 10-31-23**

Per the results of the Forsyth Committee Meeting on October 26, 2023, the following changes have been made to the proposed solar array:

- The system size will be 626kW-DC to account for the reduced production due to the taller, solid fence.
- The solar panels will be placed 15' from the interior fence line.
- The current fence surrounding the playground area will be relocated.
- Shorter panels will be used so that the array height will be approximately 84".
- 8' Solid Fence will surround the array on all sides
- The north side of the fence will be no further than the northernmost edge of the building
- The south edge of the fence will be over 150feet from the south property line
- Shrubs will be installed on the north, south, and east sides of the fence
- A dashboard display of the solar data will be installed at the Maroa Forsyth Grade School. Online access to the solar dashboard will be available for the other schools within the District.
- A compilation of publicly available solar curricula resources can be found at:  
Solar K12 Curricula Resources  
<https://files.ameresco.com/fl/H9EIUYNhfm>  
Password:7dZHRG6L



|                                                                                                                                         |                                                                                                                  |  |                                                                    |          |                     |                 |  |                        |
|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------|----------|---------------------|-----------------|--|------------------------|
| <br><b>AMERESCO</b><br>Green • Clean • Sustainable | 1900 SPRING ROAD, SUITE 400, OAK BROOK, IL 60523<br>PHONE: 630-203-2600<br>FAX: 630-954-5977<br>www.ameresco.com |  | Marao Forsyth Grade School<br>641 E Shafer St<br>Forsyth, IL 62535 |          | NAME                | SITE SOLAR PLAN |  | DRAWING #<br><br>DWG-1 |
|                                                                                                                                         |                                                                                                                  |  | 2                                                                  | 10/31/23 | VARIANC - REVISION  |                 |  |                        |
|                                                                                                                                         |                                                                                                                  |  | 1                                                                  | 10/03/23 | VARIANCE SUBMISSION |                 |  |                        |
|                                                                                                                                         |                                                                                                                  |  | REV. #                                                             | DATE     | DESCRIPTION         |                 |  |                        |



|                                                                                                                                                                                                           |                                                                    |                                          |          |                     |           |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|------------------------------------------|----------|---------------------|-----------|--|
| <br>1900 SPRING ROAD, SUITE 400, OAK BROOK, IL 60523<br>PHONE: 630-203-2600<br>FAX: 630-954-5977<br>www.ameresco.com | Maroa Forsyth Grade School<br>641 E Shafer St<br>Forsyth, IL 62535 | NAME <b>PANEL AND RACKING DIMENSIONS</b> |          |                     | DRAWING # |  |
|                                                                                                                                                                                                           |                                                                    | 2                                        | 10/31/23 | RACKING REVISION    | DWG-2     |  |
|                                                                                                                                                                                                           |                                                                    | 1                                        | 10/25/23 | RACKING INFORMATION |           |  |
|                                                                                                                                                                                                           |                                                                    | REV. #                                   | DATE     | DESCRIPTION         |           |  |

# **NEW BUSINESS**

## **ITEM 2**

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**MEMORANDUM**

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**To:** The Honorable President and Board of Trustees  
**From:** Jill Applebee, Village Administrator  
**Date:** November 7, 2023  
**Subject:** Swings

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**After discussing the playgrounds with Renee after approval, we came to the conclusion that the set we had for Jacobs Way would not fit, we then flipped it with another park. However, the other park already had swings and Jacobs Way does not have the proper swing structure.**

**-Switching Avalon-Jacobs Way.**

**This will result in the need to purchase one more piece of equipment at the cost of \$7,479.15.**



GameTime c/o Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX

10/27/2023  
Page 85 of 134  
Quote #  
167912-01-01

## Jacobs Way Park - Swing Seats

Village of Forsyth  
Attn: Jill Applebee  
722 Gunnar Lane  
Forsyth, IL 62535  
Phone: 217-877-9445  
japplebee@forsyth-il.gov

Ship to Zip 62535

| Quantity                    | Part # | Description                                                                             | Unit Price       | Amount            |
|-----------------------------|--------|-----------------------------------------------------------------------------------------|------------------|-------------------|
| 1                           | 5165   | GameTime - Expression Swing w Adaptive Seat 3 1/2<br>[Basic:_____] [Roto Plastic:_____] | \$2,927.00       | \$2,927.00        |
| 1                           | 5173   | GameTime - Adaptive Swing w/Rung Belt                                                   | \$273.00         | \$273.00          |
| 1                           | 8910   | GameTime - Belt Seat 3 1/2"Od(8910)                                                     | \$384.00         | \$384.00          |
| 2                           | 5158   | GameTime - Express Swing W/Todd Seat 3 1/2"X8'<br>[Basic:_____] [Roto Plastic:_____]    | \$2,374.00       | \$4,748.00        |
| Contract: OMNIA #2017001134 |        |                                                                                         | <b>Sub Total</b> | \$8,332.00        |
|                             |        |                                                                                         | <b>Discount</b>  | (\$1,333.12)      |
|                             |        |                                                                                         | <b>Freight</b>   | \$480.27          |
|                             |        |                                                                                         | <b>Total</b>     | <b>\$7,479.15</b> |

### Comments

\***MATERIALS ONLY:** Quotation does not include any site work, off-loading, storage, safety surfacing, or installation.

\*Taxes, if applicable, will be applied at the time of invoice. Please provide a copy of your tax exempt certificate to avoid the addition of taxes.



GameTime c/o Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX

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167912-01-01

## Jacobs Way Park - Swing Seats

### GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000.  
Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is **10-12 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

### SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.



GameTime c/o Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX

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Quote #  
167912-01-01

## Jacobs Way Park - Swing Seats

### ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

P.O. Number: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Amount: **\$7,479.15**

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)

\_\_\_\_\_  
Salesperson's Signature

\_\_\_\_\_  
Customer Signature

### BILLING INFORMATION:

Bill to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

### SHIPPING INFORMATION:

Ship to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

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**THE VILLAGE OF FORSYTH**

MACON COUNTY, ILLINOIS

---

ORDINANCE  
NUMBER 2023-36

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**AN ORDINANCE APPROVING PURCHASE OF  
ADDITIONAL PLAYGROUND EQUIPMENT**

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JIM PECK, Mayor  
CHERYL MARTY, Village Clerk

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

Village Trustees

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Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Forsyth  
on \_\_\_\_\_, 2023

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

**ORDINANCE NO. 2023-36**

**AN ORDINANCE APPROVING PURCHASE OF  
ADDITIONAL PLAYGROUND EQUIPMENT**

**WHEREAS**, the Village of Forsyth (“Village”) is an Illinois Municipal Corporation existing and operating under the Illinois Municipal Code and the laws of the State of Illinois; and

**WHEREAS**, the Village seeks to replace certain playground equipment on Village owned property;

**WHEREAS**, the Village accepted a quote for \$483,905.74 for the Village’s portion of the cost of playground equipment in Ordinance No. 2023-33; and

**WHEREAS**, additional swing seats that were not included in the quote approved in Ordinance No. 2023-33 are required at an additional cost of \$7,479.15 as shown on **Exhibit A**; and

**WHEREAS**, the Village has budgeted a sufficient amount for the purchase of the playground equipment in the appropriate line in 2023; and

**WHEREAS**, the Board of Trustees of the Village believes it is in the best interest of the Village to accept the quote as attached hereto.

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

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

**Section 2. Acceptance of Quote.** The Village hereby approves quote from GameTime in the amount of \$7,479.15 for the purchase of swing seats as further described in the attached **Exhibit A**. The Village authorizes the Village Administrator

and/or Village Mayor, or designee of either, to execute any documents necessary to complete the purchases contemplated therein.

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

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

**Section 5. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_ 2023, at Forsyth, Macon County, Illinois.

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

**VILLAGE OF FORSYTH**

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Jim Peck, Village Mayor

Attest:

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Cheryl Marty, Village Clerk

## **EXHIBIT A**

### **GameTime Quote for Swing Seats**



GameTime c/o Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX

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10/27/2023  
Quote #  
167912-01-01

## Jacobs Way Park - Swing Seats

Village of Forsyth  
Attn: Jill Applebee  
722 Gunnar Lane  
Forsyth, IL 62535  
Phone: 217-877-9445  
japplebee@forsyth-il.gov

Ship to Zip 62535

| Quantity                    | Part # | Description                                                                             | Unit Price       | Amount            |
|-----------------------------|--------|-----------------------------------------------------------------------------------------|------------------|-------------------|
| 1                           | 5165   | GameTime - Expression Swing w Adaptive Seat 3 1/2<br>[Basic:_____] [Roto Plastic:_____] | \$2,927.00       | \$2,927.00        |
| 1                           | 5173   | GameTime - Adaptive Swing w/Rung Belt                                                   | \$273.00         | \$273.00          |
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| Contract: OMNIA #2017001134 |        |                                                                                         | <b>Sub Total</b> | \$8,332.00        |
|                             |        |                                                                                         | <b>Discount</b>  | (\$1,333.12)      |
|                             |        |                                                                                         | <b>Freight</b>   | \$480.27          |
|                             |        |                                                                                         | <b>Total</b>     | <b>\$7,479.15</b> |

### Comments

\***MATERIALS ONLY:** Quotation does not include any site work, off-loading, storage, safety surfacing, or installation.

\*Taxes, if applicable, will be applied at the time of invoice. Please provide a copy of your tax exempt certificate to avoid the addition of taxes.



GameTime c/o Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
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## Jacobs Way Park - Swing Seats

### GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
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- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** **Standard Lead time is 10-12 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

### SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.



GameTime c/o Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX

Page 95 of 134 10/27/2023  
Quote #  
167912-01-01

## Jacobs Way Park - Swing Seats

### **ACCEPTANCE OF QUOTATION:**

*Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.*

Accepted By (printed): \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

P.O. Number: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Amount: **\$7,479.15**

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)

\_\_\_\_\_  
Salesperson's Signature

\_\_\_\_\_  
Customer Signature

### **BILLING INFORMATION:**

Bill to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

### **SHIPPING INFORMATION:**

Ship to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

# **NEW BUSINESS**

## **ITEM 3**

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**MEMORANDUM**

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**To:** The Honorable President and Board of Trustees  
**From:** Jill Applebee, Village Administrator  
**Date:** November 7, 2023  
**Subject:** Library Director

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After an extensive search, a committee made up of the Mayor, Jennifer Lawyer, Mary Jane Linton (Library Commission), and Jill Applebee selected Melanie Weigel as the next Library Director.

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

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**THE VILLAGE OF FORSYTH**

MACON COUNTY, ILLINOIS

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ORDINANCE  
NUMBER  
2023-37

---

**AN ORDINANCE APPOINTING MELANIE WEIGEL AS LIBRARY DIRECTOR**

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JIM PECK, Mayor  
CHERYL MARTY, Village Clerk

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

Village Trustees

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Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Forsyth  
on \_\_\_\_\_, 2023

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

**ORDINANCE NO. 2023-37**

**AN ORDINANCE APPOINTING MELANIE WEIGEL AS LIBRARY DIRECTOR**

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

**WHEREAS**, under Section 31.28 of the Village Code, the Mayor and Board of Trustees shall provide by ordinance for the appointment of a Library Director; and,

**WHEREAS**, the Mayor and Village Board of Trustees have chosen to appoint Melanie Weigel as the Library Director; and,

**WHEREAS**, the Mayor and Village Board finds that the best interests of the Village are served by appointing Melanie Weigel as Library Director as set forth herein.

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

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

**Section 2.** Appointment. Melanie Weigel is hereby appointed Library Director for the Village of Forsyth. Her starting salary shall be \$65,000.00 per year, and her salary may be adjusted from time to time by action of the Village Board.

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

**Section 4.** Repeal and Savings Clause. All ordinances or parts of ordinances

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

**Section 5. Effectiveness.** This Ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_ 2023, at Forsyth, Macon County, Illinois.

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

## VILLAGE OF FORSYTH

\_\_\_\_\_  
Jim Peck, Village Mayor

Attest:

\_\_\_\_\_  
Cheryl Marty, Village Clerk

# **NEW BUSINESS**

## **ITEM 4**

November 1, 2023

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

ATTN: Ms. Jill Applebee, Village Administrator  
Mr. Darin Fowler, Director of Public Works

**RE: Water Treatment Plant Claricone & Filter Maintenance  
Recommendation of Award  
CA 08645**

Honorable Mayor and Trustees,

On October 26, 2023, bids were received at the office of Chastain & Associates LLC for the maintenance of the filters and claricones inside the water treatment plant. There were two bid alternatives, and two bids were received for each alternative for the work. Alternative "A" consists of rehabilitating the filters and a full blast and repaint of both the interiors and exteriors of the claricones and filters. Alternative "B" consists of rehabilitating the filters, a full blast and repaint of the interiors of the filters, spot painting the interiors of the claricones, and spot painting the exteriors of the claricones and filters. A copy of the tabulation of bids is attached. There were no mathematical errors in the bids. A summary is as follows:

| Contractor                    | Total Bid<br>Alternative "A" | Total Bid<br>Alternative "B" |
|-------------------------------|------------------------------|------------------------------|
| All Service Contracting Corp. | \$785,156.00                 | \$503,994.00                 |
| Tecorp, Inc.                  | \$1,275,000.00               | \$882,000.00                 |

The contract documents also allowed for providing supplemental pay item unit prices for adding maintenance of the interior plant piping and helicarb units. These items are not used in the determination of the low bidder. There was one scrivener's error in the supplemental unit prices. The price for the full blast and repaint of the interior plant piping had to be corrected from \$1,018.00 to \$118,000.00. A summary of the cost to add these items to the contract is as follows:

| Items of Work:                              | All Service<br>Contracting Corp. | Tecorp, Inc. |
|---------------------------------------------|----------------------------------|--------------|
| Interior Plant Piping Full Blast & Repaint  | \$118,000.00                     | \$400,000.00 |
| Interior Plant Piping Spot Painting         | \$42,000.00                      | \$60,000.00  |
| Helicarb Unit Interior Inspection           | \$800.00                         | \$5,000.00   |
| Helicarb Unit Exterior Full Blast & Repaint | \$59,100.00                      | \$70,000.00  |
| Helicarb Unit Exterior Spot Painting        | \$7,000.00                       | \$4,000.00   |

The low bid for the work was submitted by All Service Contracting Corp. out of Decatur, Illinois. Their bid was responsive to the advertisement. The FY2023 Village budget included \$600,000 for the design, permitting, bidding, construction, and observation of this work (\$126,850 on line 30-00-810-08 General

Fund plus \$473,150 on line 32-00-810-8 ARPA Fund). Per discussions with Village staff, they would like to perform the work described in Alternative "B" (\$503,994) plus add spot painting of the interior plant piping (\$42,000) and helicarb units (\$7,000) as well as inspection of the interior of the helicarb units (\$800). This scope of work stays close to the original \$600,000 budget number established for FY2023 and provides the plant with a good maintenance touch up.

Chastain & Associates LLC recommends a contract be awarded to All Service Contracting Corp. in the amount of \$553,794.00 for the construction of the Water Treatment Plant Claricone & Filter Maintenance project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matthew B. Foster".

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

Enclosures: Bid Tabulations

cc: None

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

|                    |                                     |                     |  |
|--------------------|-------------------------------------|---------------------|--|
| Name of Bidder:    | <b>All Service Contracting Corp</b> | <b>Tecorp, Inc.</b> |  |
| Address of Bidder: | 2024 E Damon Ave                    | 2221 Muriel Ct.     |  |
|                    | Decatur, IL 62526                   | Joliet, IL 60433    |  |
|                    |                                     |                     |  |

|                      |  |  |  |
|----------------------|--|--|--|
| <p><b>Terms:</b></p> |  |  |  |
|                      |  |  |  |
|                      |  |  |  |
|                      |  |  |  |

[illegible]

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

|           |                       |
|-----------|-----------------------|
| Agency:   | Village of Forsyth    |
| County:   | Macon                 |
| Project:  | WTP Maint. Base Bid B |
| Estimate: | \$ -                  |

**Name of Bidder:**

**Address of Bidder:**

**Terms:**

[illegible]

**RESOLUTION NUMBER 18-2023**

**A RESOLUTION APPROVING ALL SERVICE CONTRACTING CORP. BID FOR WATER TREATMENT PLANT CLARICONE AND FILTER MAINTENANCE PROJECT**

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

**WHEREAS**, the Village solicited bids for the water treatment plant claricone and filter maintenance in accordance with Illinois law (65 ILCS 5/8-9-1); and,

**WHEREAS**, the bid documents made clear that the Village reserved the right to accept or reject any and/or all parts of the bid; and,

**WHEREAS**, the bids were opened on October 26, 2023 as specified in the bid package, and the Village received two bids, one from All Service Contracting Corp., and one from Tecorp, Inc.; and,

**WHEREAS**, the bid part amounts as detailed in Chastain & Associates report attached as **Exhibit A** show All Service Contracting Corp. as the low bidder; and,

**WHEREAS**, the Village intends to accept the All Service Contracting Corp. low bid parts shown in **Exhibit A** as Alternative "B", Interior Plant Piping Spot Painting, Helicarb Unit Interior Inspection, and Helicarb Unit Exterior Spot Painting for a total of \$553,794.00, all within the amount budgeted; and,

**WHEREAS**, the Mayor and Village Board of Trustees have determined it to be in the best interest of the Village to accept the bid attached hereto.

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

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

**SECTION 2: Acceptance of Bid.** The Village Board of Trustees hereby accepts the All Service Contracting Corp. bid parts as shown in **Exhibit A** as Alternative “B”, Interior Plant Piping Spot Painting, Helicarb Unit Interior Inspection, and Helicarb Unit Exterior Spot Painting for a total of \$553,794.00. Any and all bids and parts thereof not explicitly approved by this Ordinance are hereby rejected. The Village authorizes the Village President or his designee and the Village Clerk to execute such necessary documents to effectuate the Village’s acceptance.

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

**SECTION 4: Repeal and Savings Clause.** All Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

SO RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, at Forsyth, Macon County, Illinois.

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

**VILLAGE OF FORSYTH**

---

Jim Peck, Village Mayor

Attest:

---

Cheryl Marty, Village Clerk

**EXHIBIT A**

Water Treatment Plant Claricone & Filter Maintenance  
Recommendation of Award

November 1, 2023

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

ATTN: Ms. Jill Applebee, Village Administrator  
Mr. Darin Fowler, Director of Public Works

**RE: Water Treatment Plant Claricone & Filter Maintenance  
Recommendation of Award  
CA 08645**

Honorable Mayor and Trustees,

On October 26, 2023, bids were received at the office of Chastain & Associates LLC for the maintenance of the filters and claricones inside the water treatment plant. There were two bid alternatives, and two bids were received for each alternative for the work. Alternative "A" consists of rehabilitating the filters and a full blast and repaint of both the interiors and exteriors of the claricones and filters. Alternative "B" consists of rehabilitating the filters, a full blast and repaint of the interiors of the filters, spot painting the interiors of the claricones, and spot painting the exteriors of the claricones and filters. A copy of the tabulation of bids is attached. There were no mathematical errors in the bids. A summary is as follows:

| Contractor                    | Total Bid<br>Alternative "A" | Total Bid<br>Alternative "B" |
|-------------------------------|------------------------------|------------------------------|
| All Service Contracting Corp. | \$785,156.00                 | \$503,994.00                 |
| Tecorp, Inc.                  | \$1,275,000.00               | \$882,000.00                 |

The contract documents also allowed for providing supplemental pay item unit prices for adding maintenance of the interior plant piping and helicarb units. These items are not used in the determination of the low bidder. There was one scrivener's error in the supplemental unit prices. The price for the full blast and repaint of the interior plant piping had to be corrected from \$1,018.00 to \$118,000.00. A summary of the cost to add these items to the contract is as follows:

| Items of Work:                              | All Service<br>Contracting Corp. | Tecorp, Inc. |
|---------------------------------------------|----------------------------------|--------------|
| Interior Plant Piping Full Blast & Repaint  | \$118,000.00                     | \$400,000.00 |
| Interior Plant Piping Spot Painting         | \$42,000.00                      | \$60,000.00  |
| Helicarb Unit Interior Inspection           | \$800.00                         | \$5,000.00   |
| Helicarb Unit Exterior Full Blast & Repaint | \$59,100.00                      | \$70,000.00  |
| Helicarb Unit Exterior Spot Painting        | \$7,000.00                       | \$4,000.00   |

The low bid for the work was submitted by All Service Contracting Corp. out of Decatur, Illinois. Their bid was responsive to the advertisement. The FY2023 Village budget included \$600,000 for the design, permitting, bidding, construction, and observation of this work (\$126,850 on line 30-00-810-08 General

Fund plus \$473,150 on line 32-00-810-8 ARPA Fund). Per discussions with Village staff, they would like to perform the work described in Alternative "B" (\$503,994) plus add spot painting of the interior plant piping (\$42,000) and helicarb units (\$7,000) as well as inspection of the interior of the helicarb units (\$800). This scope of work stays close to the original \$600,000 budget number established for FY2023 and provides the plant with a good maintenance touch up.

Chastain & Associates LLC recommends a contract be awarded to All Service Contracting Corp. in the amount of \$553,794.00 for the construction of the Water Treatment Plant Claricone & Filter Maintenance project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matthew B. Foster".

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

Enclosures: Bid Tabulations

cc: None

# **NEW BUSINESS**

## **ITEM 5**



## MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees  
From: Matthew B. Foster, PE, PLS  
Date: October 30, 2023  
cc: Ms. Jill Applebee, Village Administrator  
Mr. Darin Fowler, Director of Public Works  
Re: **Well 7 Construction & Raw Water Main Extension Change Order #1**

---

Honorable Mayor and Trustees,

Presented for consideration is construction contract change order #1 for the Well 7 Construction & Raw Water Main Extension project. This change order to Burdick Plumbing & Heating covers the cost of obtaining an additional set of raw water samples from the constructed well for testing. The original sample obtained from the well contained some results that appeared to be erroneous, and retesting was needed. This work has been completed and the additional sampling yielded acceptable results. Sufficient contingency funds in the contract remain to cover this work. Net change to the contract price by this change order is a deduction of \$5.49.

Chastain & Associates LLC recommends approval of Change Order #1 to the Well 7 Construction & Raw Water Main Extension 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 ORDER**

Order No.: #01

Date: 8/9/2023Agreement Date: 12/6/2022**NAME OF PROJECT:** WELL 7 CONSTRUCTION & RAW WATER MAIN EXTENSION**OWNER:** VILLAGE OF FORSYTH, ILLINOIS**CONTRACTOR:** THE BURDICK PLUMBING & HEATING COMPANY, INC.The following changes are hereby made to the **CONTRACT DOCUMENTS**:

| ITEM AND QUANTITY                                                   | ADDITION   | DEDUCTION      |
|---------------------------------------------------------------------|------------|----------------|
| 42. Alt, Can, Ext, Ded, and EW; deduct 0.106 L Sum @ \$75,000/L Sum | \$0.00     | \$7,950.00     |
| 43. Additional Well Sampling; add 1 L Sum @ \$7,944.51              | \$7,944.51 | \$0.00         |
| Totals =                                                            | \$7,944.51 | \$7,950.00     |
| <b>Total Contract Change =</b>                                      |            | <b>-\$5.49</b> |

**JUSTIFICATION:**

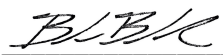
Due to higher-than-expected metals content results from the first raw water sample taken from the production well, obtaining a second sample was necessary to confirm the results.

**CHANGE TO CONTRACT PRICE:**Original **CONTRACT PRICE**: \$1,707,820.00Current **CONTRACT PRICE** adjusted by previous **CHANGE ORDER**: \$1,707,820.00The **CONTRACT PRICE** due to this **CHANGE ORDER** will be decreased by: -\$5.49The new **CONTRACT PRICE** including this **CHANGE ORDER** will be: \$1,707,814.51**CHANGE TO CONTRACT TIME:**No change to the **CONTRACT TIME** is necessary.**GERMAINESS DETERMINATION:**

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

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

By: \_\_\_\_\_

Approved by Contractor: Burdick Plumbing & Heating Co., Inc.By: 

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



1175 N. 20th Street, Decatur, IL 62521  
P.O. Box 496, Decatur, IL 62525  
p: (217) 429-2385 / f: (217) 429-9781

## PROPOSED CHANGE ORDER

**ISSUED BY:** Chastain & Associates, LLC  
5 N Country Club Rd.  
Decatur, IL 62521

**PROJECT:** Forsyth Well 7

**ISSUED DATE:** 8/1/2023

**BURDICK JOB #:** PL2686

**RESPONSE DUE:** 8/8/2023

**PCO #:** 003

**FWO # (IF APPLICABLE):**

**ORIGINATED FROM:** Engineer

**COST IMPACT:** Below

**COST BASIS:** Choose an item.

**BASIS OF CHANGE:** Engineer Request

**SCHEDULE IMPACT:** Below

**DESCRIPTION:** Provide additional well sampling

**INCLUSIONS:**

**EXCLUSIONS:**

### COST BREAKDOWN

| #                  | COST CODE | DESCRIPTION      | TYPE | AMOUNT      |
|--------------------|-----------|------------------|------|-------------|
| 1                  |           | Peerless Midwest | SUB  | \$ 6,741.00 |
| 2                  |           | BPH Labor        | LAB  | \$ 825.20   |
| 3                  |           | BPH M-U          | M-U  | \$ 378.31   |
| <b>GRAND TOTAL</b> |           |                  |      | \$ 7,944.51 |

**SCHEDULE IMPACT:** ~~123 calendar days (+ 1 day for each day past 8/1/2023 that approved pump submittal is not received)~~

The original Contract Sum

Net change by previously executed Change Orders

Net change pending by previously committed Change Orders

The contract sum prior to this Change Order was

The contract sum will be changed by this Change Order in the amount of \$7,944.51

The new contract sum including this Change Order will be

**The Burdick Plumbing & Heating Co., Inc.**

1175 N. 20<sup>th</sup> Street  
Decatur, IL 62521

**Chastain & Associates, LLC**

5 N Country Club Rd.  
Decatur, IL 62521

SIGNATURE

DATE

SIGNATURE

DATE

**PROPOSED CHANGE ORDER****MATERIAL**

| Description | Quantity | Unit Price | Extended |
|-------------|----------|------------|----------|
|             |          |            | \$ -     |
|             |          |            | \$ -     |
|             |          |            | \$ -     |
|             |          |            | \$ -     |
|             |          |            | \$ -     |
| Subtotal    |          |            | \$ -     |

**SUBCONTRACTS**

| Description      | Quantity | Unit Price  | Extended    |
|------------------|----------|-------------|-------------|
|                  |          |             | \$ -        |
| Peerless Midwest | 1        | \$ 6,420.00 | \$ 6,420.00 |
|                  |          |             | \$ -        |
|                  |          |             | \$ -        |
|                  |          |             | \$ -        |
| Subtotal         |          |             | \$ 6,420.00 |

**EQUIPMENT**

| Description | Quantity | Unit Price | Extended |
|-------------|----------|------------|----------|
|             |          |            | \$ -     |
|             |          |            | \$ -     |
|             |          |            | \$ -     |
|             |          |            | \$ -     |
|             |          |            | \$ -     |
| Subtotal    |          |            | \$ -     |

**LABOR**

| Description                    | Quantity | Unit Price | Extended  |
|--------------------------------|----------|------------|-----------|
|                                |          |            | \$ -      |
| Plumber Labor (Setup/Teardown) | 8        | \$ 93.77   | \$ 750.18 |
|                                |          |            | \$ -      |
|                                |          |            | \$ -      |
|                                |          |            | \$ -      |
| Subtotal                       |          |            | \$ 750.18 |

**SUMMARY**

| Description  | Subtotal           | Overhead | Extended           |
|--------------|--------------------|----------|--------------------|
| Material     | \$ -               | 10%      | \$ -               |
| Subcontracts | \$ 6,420.00        | 5%       | \$ 6,741.00        |
| Equipment    | \$ -               | 10%      | \$ -               |
| Labor        | \$ 750.18          | 10%      | \$ 825.20          |
|              | <b>BPH Mark-Up</b> | 5%       | \$ 378.31          |
| <b>Total</b> |                    |          | <b>\$ 7,944.51</b> |



Mishawaka, IN / 574.254.9050  
Tipton, IN / 317.896.2987  
Ionia, MI / 616.527.0050  
Fenton, MI / 810.215.1295  
Lombard, IL / 630.708.3212  
Boulder, CO / 574.286.0765  
Littleton, CO / 303.968.7920

June 13, 2023

**Mr. Jared & Brandon Burdick**  
**Burdick Mechanical Contractors**  
217.429-2385 office  
217. 855-0322 cell

Emailed to: [jared@burduckplumbing.com](mailto:jared@burduckplumbing.com)

**RE: Forsyth IL\_Well 7 Test Pump and Sampling**

Dear Jared;

Peerless-Midwest, Inc. (PMI) is pleased to offer this proposal for installation of a test pump and motor for additional sampling of well 7.

We have estimated a 2-man crew with crane for installation of a 300gpm test pump and sampling of the raw water once the well is cleared. We have included mobilization of crew and 2 days to complete this work. We will flow test and discharge water 50'-100 away and flush well until water is clear and we all agree water is able to be sampled. We will sample and take them to the lab to be analyzed with results. We will pull test pump and motor and secure well casing. We have estimated 2 days total to complete.

**Total Project costs would be estimated at \$6,420.**

PMI looks forward to the opportunity to help maintain, enhance, and improve the groundwater supply system for the Village of Forsyth IL. Should you have any questions concerning this information, or if I may be of any further assistance, please feel free to contact me at (765) 438-4208, or via email [nick.rice@peerlessmidwest.com](mailto:nick.rice@peerlessmidwest.com)

Sincerely,  
**PEERLESS-MIDWEST, INC.**

Nick Rice, Project Manager

# **NEW BUSINESS**

## **ITEM 6**



## MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees  
From: Matthew B. Foster, PE, PLS  
Date: October 30, 2023  
cc: Ms. Jill Applebee, Village Administrator  
Mr. Darin Fowler, Director of Public Works  
Re: **Well 7 Construction & Raw Water Main Extension Change Order #2**

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Honorable Mayor and Trustees,

Presented for consideration is construction contract change order #2 for the Well 7 Construction & Raw Water Main Extension project. This change order to Burdick Plumbing & Heating covers the cost of adding conduit for door alarms which will be added in the future. Per discussions with Public Works Director Fowler, he intends to add door alarms to both well #6 and well #7 in the near future. Having the conduit in place now will save cost when the alarms are installed. Sufficient contingency funds in the contract remain to cover this work. Net change to the contract price by this change order is a deduction of \$18.25.

Chastain & Associates LLC recommends approval of Change Order #2 to the Well 7 Construction & Raw Water Main Extension 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 ORDER**

Order No.: #02

Date: 8/9/2023

Agreement Date: 12/6/2022

**NAME OF PROJECT:** WELL 7 CONSTRUCTION & RAW WATER MAIN EXTENSION**OWNER:** VILLAGE OF FORSYTH, ILLINOIS**CONTRACTOR:** THE BURDICK PLUMBING & HEATING COMPANY, INC.The following changes are hereby made to the **CONTRACT DOCUMENTS**:

| ITEM AND QUANTITY                                                   | ADDITION        | DEDUCTION  |
|---------------------------------------------------------------------|-----------------|------------|
| 42. Alt, Can, Ext, Ded, and EW; deduct 0.086 L Sum @ \$75,000/L Sum | \$0.00          | \$6,450.00 |
| 44. Door Alarm Electrical Conduit; add 1 L Sum @ \$6,431.75         | \$6,431.75      | \$0.00     |
| Totals =                                                            | \$6,431.75      | \$6,450.00 |
| <b>Total Contract Change =</b>                                      | <b>-\$18.25</b> |            |

**JUSTIFICATION:**

Per contractor review of the electrical plans, it was suggested that installation of a conduit from the PLC panel on the north wall to the doors on the south wall of the building at this point in time would be beneficial to the Village. This will allow for the addition of door alarms to the building with a future project.

**CHANGE TO CONTRACT PRICE:**Original **CONTRACT PRICE**: \$1,707,820.00Current **CONTRACT PRICE** adjusted by previous **CHANGE ORDER**: \$1,707,814.51The **CONTRACT PRICE** due to this **CHANGE ORDER** will be decreased by: -\$18.25The new **CONTRACT PRICE** including this **CHANGE ORDER** will be: \$1,707,796.26**CHANGE TO CONTRACT TIME:**No change to the **CONTRACT TIME** is necessary.**GERMAINESS DETERMINATION:**

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

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

By: \_\_\_\_\_

Approved by Contractor: Burdick Plumbing & Heating Co., Inc.By: 

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



1175 N. 20th Street, Decatur, IL 62521  
P.O. Box 496, Decatur, IL 62525  
p: (217) 429-2385 / f: (217) 429-9781

## PROPOSED CHANGE ORDER

ISSUED BY: Chastain & Associates, LLC  
5 N Country Club Rd.  
Decatur, IL 62521

PROJECT: Forsyth Well 7

ISSUED DATE: 8/1/2023  
RESPONSE DUE: 8/8/2023

BURDICK JOB #: PL2686  
PCO #: 002  
FWO # (IF APPLICABLE):

ORIGINATED FROM: Choose an item.  
BASIS OF CHANGE: Choose an item.

COST IMPACT: Below  
COST BASIS: Choose an item.  
SCHEDULE IMPACT: Below

DESCRIPTION: Provide additional electrical to allow for desired control functionality.

INCLUSIONS:

EXCLUSIONS:

### COST BREAKDOWN

| #           | COST CODE | DESCRIPTION     | TYPE | AMOUNT      |
|-------------|-----------|-----------------|------|-------------|
| 1           |           | Bodine Electric | SUB  | \$ 6,125.48 |
| 2           |           | BPH M-U         | M-U  | \$ 306.27   |
| GRAND TOTAL |           |                 |      | \$ 6,431.75 |

### SCHEDULE IMPACT:

The original Contract Sum  
Net change by previously executed Change Orders  
Net change pending by previously committed Change Orders  
The contract sum prior to this Change Order was  
The contract sum will be changed by this Change Order in the amount of \$6,431.75  
The new contract sum including this Change Order will be

The Burdick Plumbing & Heating Co., Inc.  
1175 N. 20<sup>th</sup> Street  
Decatur, IL 62521

Chastain & Associates, LLC  
5 N Country Club Rd.  
Decatur, IL 62521

SIGNATURE

DATE

SIGNATURE

DATE

**PROPOSED CHANGE ORDER****MATERIAL**

| Description | Quantity | Unit Price | Extended |
|-------------|----------|------------|----------|
|             |          |            | \$ -     |
|             |          |            | \$ -     |
|             |          |            | \$ -     |
|             |          |            | \$ -     |
|             |          |            | \$ -     |
| Subtotal    |          |            | \$ -     |

**SUBCONTRACTS**

| Description     | Quantity | Unit Price  | Extended    |
|-----------------|----------|-------------|-------------|
|                 |          |             | \$ -        |
| Bodine Electric | 1        | \$ 5,833.79 | \$ 5,833.79 |
|                 |          |             | \$ -        |
|                 |          |             | \$ -        |
|                 |          |             | \$ -        |
| Subtotal        |          |             | \$ 5,833.79 |

**EQUIPMENT**

| Description | Quantity | Unit Price | Extended |
|-------------|----------|------------|----------|
|             |          |            | \$ -     |
|             |          |            | \$ -     |
|             |          |            | \$ -     |
|             |          |            | \$ -     |
|             |          |            | \$ -     |
| Subtotal    |          |            | \$ -     |

**LABOR**

| Description | Quantity | Unit Price | Extended |
|-------------|----------|------------|----------|
|             |          |            | \$ -     |
|             |          |            | \$ -     |
|             |          |            | \$ -     |
|             |          |            | \$ -     |
|             |          |            | \$ -     |
| Subtotal    |          |            | \$ -     |

**SUMMARY**

| Description  | Subtotal    | Overhead | Extended    |
|--------------|-------------|----------|-------------|
| Material     | \$ -        | 10%      | \$ -        |
| Subcontracts | \$ 5,833.79 | 5%       | \$ 6,125.48 |
| Equipment    | \$ -        | 10%      | \$ -        |
| Labor        | \$ -        | 10%      | \$ -        |
| BPH Mark-Up  |             | 5%       | \$ 306.27   |
| Total        |             |          | \$ 6,431.75 |



# Bodine Electric

OF DECATUR

## RFP DETAILED PROPOSAL

### Bodine Electric

1845 N. 22nd Street  
Decatur, IL 62526  
Telephone: 217-423-2593  
E-mail: [bbrown@bodineemail.com](mailto:bbrown@bodineemail.com)  
Client Address:

### Burdick Mechanical Contractors

1175 N. 20th Street  
PO Box 496  
Decatur, IL 62525  
Contact: Brandon Burdick

RFP#

002

Date Submitted For Approval

Date:

4/14/2023

Project Name:

Forsyth Well #7

Project Number:

144896

Contract #:

PL2686-3-3

Page Number:

1

Received Date:

4/14/2023

### Work Description

We will supply and install all materials, labor and equipment as per your instructions on RFP #002.

This pricing is valid for only 30 days from the submission date.

### Summary

#### Material

General Materials

1,516.31

#### MATERIAL TOTAL

#### Labor

ELECTRICIAN

3,556.55

#### TOTAL LABOR

3,556.55

#### Subtotal

5,072.86

RFP DETAILED PROPOSAL

Bodine Electric

RFP# 002  
Project Name: Forsyth Well #7  
Page Number: 2

|                   |              |            |
|-------------------|--------------|------------|
| Summary (Cont'd)  |              |            |
| Overhead & Markup |              |            |
| Overhead          | (@ 15.000 %) | 760.93     |
| TOTAL MARKUPS     |              |            |
| Final Amounts     |              | 760.93     |
| FINAL AMOUNT      |              | \$5,833.79 |

CLIENT ACCEPTANCE

|                 |            |
|-----------------|------------|
| RFP#            | 002        |
| Final Amount:   | \$5,833.79 |
| Name:           |            |
| Date:           |            |
| Signature:      |            |
| Change Order #: |            |

I hereby accept this quotation and authorize the contractor to complete the above described work.



**Burdick Company**  
1175 N 20th St  
Decatur, Illinois 62521  
P: +12174292385

## RFI #6: Well Building - Electrical

|                        |                                                                                                                          |                        |                                   |
|------------------------|--------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------------------|
| <b>Status</b>          | Closed on 04/12/23                                                                                                       |                        |                                   |
| <b>To</b>              | Matthew Foster (Chastain & Associates)<br>Anupama Mohanlal (Chastain & Associates)<br>Ron Legner (Chastain & Associates) | <b>From</b>            | Brandon Burdick (Burdick Company) |
| <b>Date Initiated</b>  | Mar 30, 2023                                                                                                             | <b>Due Date</b>        | Apr 7, 2023                       |
| <b>Location</b>        |                                                                                                                          | <b>Project Stage</b>   | Course of Construction            |
| <b>Cost Impact</b>     | TBD                                                                                                                      | <b>Schedule Impact</b> | TBD                               |
| <b>Spec Section</b>    |                                                                                                                          | <b>Cost Code</b>       |                                   |
| <b>Drawing Number</b>  | E-1                                                                                                                      | <b>Reference</b>       |                                   |
| <b>Linked Drawings</b> |                                                                                                                          |                        |                                   |
| <b>Received From</b>   | Brandon Burdick (Burdick Company)                                                                                        |                        |                                   |
| <b>Copies To</b>       | Brad Brown (Bodine Electric of Decatur)                                                                                  |                        |                                   |

### Activity

#### Question

**Question from Brandon Burdick Burdick Company** on Thursday, Mar 30, 2023 at 02:29 PM CDT

Upon review of Farnsworth Group's panel drawing, we have identified field wiring requirements which may need to be added to drawing E-1 and the electrician's scope of work. Our interpretation is included on the attached drawing E-1. Please review and advise.

Note: Unauthorized entry is listed as a (FUTURE) function of the PLC. We think it would be to Forsyth's benefit to install the necessary conduit and junction boxes during construction of the building for future door switches and wiring, as we anticipate the corner of the building where the PLC is mounted will become pretty congested. Installing this conduit on the front-end will ensure everything fits in this area in a neat and orderly manner.

#### Attachments

[E-1.pdf](#)

*Awaiting an Official Response*

#### All Replies

**Response from Brandon Burdick Burdick Company** on Wednesday, Apr 12, 2023 at 10:54 AM CDT

Bodine to provide pricing for added conduit listed in attached drawing E-1 per Chastain Eng. request 4/12/23.



# **NEW BUSINESS**

## **ITEM 7**

Mayor and Trustees,

Once a month, the Village Water Crew exercises our well pumps and performs mandated IEPA coliform sampling. While performing our September monthly sampling at Well #3, we discovered that there was no power being fed to our wellhouse. Investigation proved that one of the fiber optic installation companies hit our power line that feeds Well #3 from the Old Water Treatment Plant. The hit line occurred at the corner of South Grant Street (Decatur Christian School) and County Highway 20 (Shafer Street), which is long distance from the wellhouse and the Old Plant. We did not mark the power line, as no one on the public works staff had any history of where the power line was located.

Once discovered, we had Closs Electric come in to help us to develop a restoration plan. We came up with four options:

1. Repair the hit line, which turns out to be non-efficient and costly as the line was balled up into a pile of wires when the company backed out after hitting the line... and we also suspect that the wires were pulled apart (somewhere) when they were balled up. To sort through broken wires, try to match up which wire goes with which wire, and to uncover the whole distance... looking for broken wires would be expensive.
2. Drop a 3-phase line into the wellhouse from the Ameren pole that is within 10' of the wellhouse... Ameren came out and noted that the nearest 3-phase was on County Highway 20 and Ruehl Street, and to run 3-phase over to the wellhouse would be very costly.
3. Closs recommends that we run single-phase into the wellhouse from the Ameren pole, run it through an add-a-phase transformer to convert the single phase to 3-phase, and then move (Reuse) the starter and switches from the Old Water Treatment Plant to the wellhouse. This would give us complete control of the well #3 pump from the wellhouse in an efficient and cost-effective manner.
4. Bore and run new power lines from the old water plant to the wellhouse. It is very expensive to bore the original path. We would have to get an easement with Decatur Christian School to shorten the path. If we did bore a new line, we would still have Well # 3 controls in one building and the pump / SCADA in another.

The cost to complete this project is \$16,279.00. We have approximately \$29,000 left in our Water Equipment Service line item for 2023. (51-00-512)

Due to timing, I recommend approving this quote (not to exceed) so that we can get parts ordered rather than waiting another two weeks. We did reach out to four other electrical companies and are waiting on their quotes, if their quotes are timely and come in lower than the "not to exceed" limit... we can choose their quote.

The IEPA has been notified and we are keeping them updated with our progress in restoring the emergency well. Wells 4 and 5 are available.

Thanks,

Darin Fowler

Public Works Director

# Closs Electric Company, Inc

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

## Estimate

|                  |            |
|------------------|------------|
| <b>ESTIMATE#</b> | 1029367585 |
| <b>DATE</b>      | 10/26/2023 |
| <b>PO#</b>       |            |

### CUSTOMER

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

### SERVICE LOCATION

Village of Forsyth  
South Grant Street  
Forsyth IL 62535  
(217) 433-9597

### DESCRIPTION

We will provide material and labor to complete the following:  
 \*Install a new 200 amp single phase overhead service on the pump house.  
 \*Install a new add-a-phase for the 3-phase well pump.  
 \*Move the starter from the existing location and install it in the pump house.  
 \*Move existing Hand/Off/Auto switch from the existing location to the pump house.

## Estimate

| Description                                   | Qty  | Rate | Total     |
|-----------------------------------------------|------|------|-----------|
| Price for the above work is valid for 30 days | 1.00 |      | 16,279.00 |

### CUSTOMER MESSAGE

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

**Estimate Total:**

**\$16,279.00**

### PRE-WORK SIGNATURE

Signed By:

# **NEW BUSINESS**

## **ITEM 8**

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**MEMORANDUM**

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**To:** The Honorable President and Board of Trustees  
**From:** Jill Applebee, Village Administrator  
**Date:** November 7, 2023  
**Subject:** Planning and Zoning Appointments

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The Village of Forsyth Planning and Zoning Commission operates with seven commissioners and two alternate commissioners, all of whom serve five-year terms. This year, we have two commissioners who have terms expiring, and both have expressed interest in reappointment. The individuals requesting reappointment are as follows:

Commissioner – Steve Ragan

Commissioner – Cathy Mitteer

These reappointments are mayoral reappointments and require Board approval. If the Board so wishes, it is the recommendation of Staff that the Board reappoint both applicants for a five-year term set to expire in October 2028.

# **NEW BUSINESS**

## **ITEM 9**

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**MEMORANDUM**

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**To:** The Honorable President and Board of Trustees  
**From:** Jill Applebee, Village Administrator  
**Date:** November 7, 2023  
**Subject:** Library Appointment

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The Village of Forsyth Library Commission has an open seat. The commission is made up of seven members who serve three-year terms.

These reappointments are mayoral appointments and require Board approval. If the Board so wishes, Staff recommends that the Board appoint Laura Reimer to a three-year term that will expire in 2026.

# **CLOSED SESSION**