

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, ILLINOIS
6:30 P.M.
TUESDAY, OCTOBER 6, 2026
VILLAGE HALL, 301 SOUTH ROUTE 51, FORSYTH, ILLINOIS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF SEPTEMBER 15, 2026
2. APPROVAL OF WARRANTS

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

ADMINISTRATION REPORTS

1. LAW ENFORCEMENT REPORT
2. VILLAGE STAFF REPORTS

OLD BUSINESS

1. ORDINANCE NUMBER 2026-36 AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE PURPOSES FOR THE VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026 (VILLAGE TREASURER RHONDA STEWART)
2. ORDINANCE NUMBER 2026-34 AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE VILLAGE CODE OF ORDINANCES SECTION 113.3 RELATED TO ADULT-USE CANNABIS DISPENSING ORGANIZATIONS (VILLAGE ATTORNEY LISA PETRILLI)

NEW BUSINESS

1. ORDINANCE NUMBER 2026-37 AN ORDINANCE APPROVING AMENDMENT TO SPECIAL USE PERMIT AT 1401 HICKORY POINT DRIVE (PLANNING AND ZONING DIRECTOR RYAN RALEIGH)
2. ORDINANCE NUMBER 2026-38 AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF FORSYTH AND PACE HOSPITALITY, LLC AND DHAVAL PATEL (VILLAGE ADMINISTRATOR JILL APPLEBEE)
3. ORDINANCE NUMBER 2026-39 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF FORSYTH, ILLINOIS AND PACE HOSPITALITY LLC (VILLAGE ADMINISTRATOR JILL APPLEBEE)
4. DISCUSSION AND POTENTIAL ACTION REGARDING OAKLAND/WEAVER ROAD REPAIR & PARALLEL PARKING (PLANNING AND ZONING DIRECTOR RYAN RALEIGH)
5. DISCUSSION AND POTENTIAL ACTION REGARDING LIBRARY FLOOR (PLANNING AND ZONING DIRECTOR RYAN RALEIGH)

ADJOURNMENT

Topic: Village Board Meeting

Time: Oct 6, 2026 06:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/83674438668>

Join and take notes

<https://us06web.zoom.us/j/83674438668?mynotes=on>

Meeting chat link

<https://us06web.zoom.us/jc/83674438668>

Meeting ID: 836 7443 8668

One tap mobile

+13092053325,,83674438668# US

CONSENT AGENDA

ITEM 1

**MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF FORSYTH, ILLINOIS,
HELD AT 6:30 P.M. ON TUESDAY, SEPTEMBER 15, 2026
AT FORSYTH VILLAGE HALL**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Upon a call of the roll, the following members were physically present: Mayor Jim Peck, Trustee Lauren Young, Trustee Chelsie Kidd, Trustee Jim Ashby, Trustee Dave Wendt, Trustee Jeff London

Absent: Trustee Jeremy Shaw

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

Staff Absent: Village Library Director Melanie Weigel

Others Present: Karen Yepson

CONSENT AGENDA

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

MOTION

Trustee London made a Motion to approve the September 1, 2026 minutes as presented and Trustee Wendt seconded the Motion.

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

Yeas: 5 – Kidd, Ashby, Wendt, London, Young
Nay: 0 – None
Absent: 1 – Shaw

Motion declared carried.

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

None.

ADMINISTRATION REPORTS

1. Law Enforcement Report

A Macon County Sheriff Deputy was not present to report.

2. Village Staff Reports

Mayor Peck addressed the following topics with staff: He congratulated the staff and their involvement with the successful Chick-fil-A grand opening and believes the addition of this particular restaurant will help generate other commercial inquiries to the Village. Chick-fil-A has already proven itself to be a community partner and he looks forward to working closely with them. Staff confirmed that the Village did pay for three days of additional law enforcement with traffic congestion. Trustee Wendt suggested using those same barricades at the Barnett intersection to streamline traffic as well. Trustee London inquired about the letting of bids for the Oakland Avenue project and Village Engineer Representative Luke Kirby confirmed that the letting will occur this fall.

OLD BUSINESS

None.

NEW BUSINESS

1. ORDINANCE NUMBER 2026-34 AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE VILLAGE CODE OF ORDINANCES SECTION 113.3 RELATED TO ADULT-USE CANNABIS DISPENSING ORGANIZATIONS (VILLAGE ATTORNEY LISA PETRILLI)

Village Attorney Petrilli explained that the State of Illinois recently revised their law which changed operational hours that impact cannabis dispensary hours. The recent change allows longer hours subject to local regulations and ordinances. In order to comply with State law, she recommends we add hours of operation in our ordinance wording. Bud and Rita's dispensary has asked for an additional 1-2 hours to accommodate their anticipated drive-up service. Mayor Peck said their current operational hours coincide with current liquor law hours and prefers to leave hours as they are currently identified. Trustee Wendt confirmed that dispensary drive-up services are for pre-ordered items only, no drive-up sales as allowed. Staff agreed to share this decision with the dispensary and Village Attorney Petrilli suggested this topic be tabled until next meeting for a formal vote.

MOTION

Trustee Wendt made a Motion to table this topic until the next Board meeting and Trustee Young seconded the Motion.

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

Yeas: 5 – Young, Kidd, Wendt, Ashby, London
Nays: 0 – None
Absent: 1 – Shaw

Motion declared carried.

2. ORDINANCE NUMBER 2026-35 AN ORDINANCE AMENDING THE VILLAGE WATER AND SEWER RATES (VILLAGE ADMINISTRATOR JILL APPLEBEE)

Administrator Applebee explained that at the previous Board meeting there was a consensus to move forward with staff's recommendation to increase the water and sewer rates as follows: increase all monthly water meter rates by 85.4%, increase the water rates by \$1.00 per 1,000 gallons usage, increase the sewer rate by \$1.00 per 1,000 gallons usage. The effective date will be January 1, 2027 bill date for usage 11/20/26 to 12/20/26. Village Treasurer Stewart answered a few brief questions during the discussion.

MOTION

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

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

Yeas: 5 – Young, Kidd, Wendt, Ashby, London
Nays: 0 – None
Absent: 1 – Shaw

Motion declared carried.

3. DISCUSSION AND POTENTIAL ACTION REGARDING RECENT E-BIKE LEGISLATION (VILLAGE ATTORNEY LISA PETRILLI)

Village Attorney Petrilli explained that a new Illinois state law has been passed impacting e-bike regulations. The new regulations go into effect January 1, 2027 and law enforcement is bound to these laws. A brief Board discussion ensued regarding the

challenges law enforcement faces to uphold these new regulations. This discussion required no vote thus no Motion was needed for this item.

4. DISCUSSION AND POTENTIAL ACTION REGARDING SPECIAL EVENT LIQUOR LICENSE APPROVAL (VILLAGE ADMINISTRATOR JILL APPLEBEE)

Administrator Applebee explained the request details for a Five Kings Golf Cart Poker Run and the requested special event liquor license. This is a non-profit organization whose events support local charities. Village Attorney Petrilli explained the existing limits for liquor during special events. The event is scheduled for Saturday, October 10, 2026 from 11:00 a.m. to 7:00 p.m. A brief Board discussion ensued.

MOTION

Trustee Wendt made a Motion to approve the issue of a special event liquor license for the Five Kings Golf Cart Poker Run as presented and Trustee Young seconded the Motion.

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

Yeas: 4 – London, Young, Kidd, Wendt
Nays: 0 – None
Absent: 1 - Shaw
Abstain: 1 – Ashby

Motion declared carried.

5. DISCUSSION AND POTENTIAL ACTION REGARDING VETERAN’S PAVILION CHANGE ORDER (PLANNING AND ZONING DIRECTOR RYAN RALEIGH)

Planning and Zoning Director Raleigh explained that recently it was discovered that the concrete at the Veteran’s Pavilion has deteriorated and needs repair. Planning and Zoning Director Raleigh said that O’Shea Builders is already on-site managing the new memorial project so he requested a bid from them for the repairs. Their quote is for \$14,900 for removal and replacement of the concrete. Also discovered was that the original sidewalk plans had the memorial bricks placed at the edge of the sidewalk. It was suggested to install a concrete curb along the outside of the bricks to protect them from mower damage. The budget allows for \$30,000 worth of expenses, and the total change orders for both repairs is \$22,000. A Board discussion ensued.

MOTION

Trustee Wendt made a Motion to approve the total change orders for \$22,000 and Trustee Ashby seconded the Motion.

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

Yeas: 5 – London, Young, Kidd, Ashby, Wendt
Nays: 0 – None
Absent: 1 – Shaw

Motion declared carried.

6. DISCUSSION AND POTENTIAL ACTION REGARDING SPORTS AND NATURE PARK LIGHTING (PLANNING AND ZONING DIRECTOR RYAN RALEIGH)

Planning and Zoning Director Raleigh explained he contacted AEX (Architectural Expressions) to create specs and bid documents for the new trail lighting around the Sports and Nature Park. Their estimated cost was \$12,000 to complete the work and the budget is for \$100,000. These lights will match the existing ones on Hundley Road. Trustee Kidd asked how to improve the County 20 pedestrian crossing. Planning and Zoning Director Raleigh confirmed Macon County is responsible for that and will contact them for their input and suggestions. All Trustees agreed that additional lighting is needed for that pedestrian crossing.

MOTION

Trustee Young made a Motion to approve the service agreement with AEX for \$12,000 as presented and Trustee Kidd seconded the Motion.

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

Yeas: 5 – London, Young, Kidd, Ashby, Wendt
Nays: 0 – None
Absent: 1 – Shaw

Motion declared carried.

ADJOURNMENT

MOTION

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

By: Cheryl Marty

Village of Forsyth
Board Meeting Minutes
September 15, 2026

Village Clerk

CONSENT AGENDA

ITEM 2

SYS DATE:10/01/26

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 105

SYS TIME:08:59

[NW1]

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DATE: 10/06/26

Tuesday October 06,2026

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 ANNETTE GILSON			500.00	
SEP-26	01-52-929	CHAIR YOGA 6/29-8/31/26		175.00
SEP-26	01-53-913	CHAIR YOGA 6/29-8/31/26		325.00
01 AMAZON CAPITAL SERVICES			3087.13	
100226	01-10-917	RUDOLPH MARKET		233.82
100226	01-52-612	EQUIP MAINT SUPPLIES		409.99
100226	01-41-652	OP SUPPLIES		333.68
100226	01-53-671	BOOKS		1599.12
100226	01-53-651	OFFICE SUPPLIES		166.58
100226	01-53-913	PROGRAMMING		111.32
100226	01-11-651	OFFICE SUPPLIES		47.39
100226	01-10-917-1	MARKET		185.23
01 AMEREN ILLINOIS			12873.49	
100226	01-11-571	AUG '26 GAS UTILITIES		75.36
100226	01-41-571	AUG '26 GAS UTILITIES		154.27
100226	01-53-571	AUG '26 GAS UTILITIES		82.65
100226	51-00-571	AUG '26 GAS UTILITIES		240.02
100226-1	01-11-571	AUG '26 ELECTRIC UTILITIES		542.39
100226-1	01-41-571	AUG '26 ELECTRIC UTILITIES		552.96
100226-1	01-41-572	AUG '26 ELECTRIC UTILITIES		319.38
100226-1	01-41-579	AUG '26 ELECTRIC UTILITIES		508.58
100226-1	01-52-571	AUG '26 ELECTRIC UTILITIES		1748.53
100226-1	01-53-571	AUG '26 ELECTRIC UTILITIES		2745.78
100226-1	51-00-571	AUG '26 ELECTRIC UTILITIES		4904.02
100226-1	52-00-571	AUG '26 ELECTRIC UTILITIES		999.55
01 ANDERSON BROTHERS ENTERPRISES, 450	01-52-617	SEEDING & AERATION BALL FIELDS	3100.00	3100.00
01 JEFFERY ANDERSON			4457.50	
6697	01-52-617	INFIELD DIRT		520.00
6700	01-52-617	GRASS SEED FOR BALL FIELDS		3937.50
01 AT&T MOBILITY			218.88	
46884574x092720	51-00-552	SEPT '26 WELL #7 PHONES		218.88
01 BEST ONE OF CENTRAL IL			846.87	
11-87795	01-41-513	VEHICLE SERVICE		579.00
35-413114	01-41-513	VEHICLE MAINT SERVICE		267.87
01 BENJAMIN PARKS			400.00	
100226	01-10-913	TRAFFIC CONTROL FOR CHICK-FIL-A		400.00
01 BLAKE PISTORIUS			400.00	
100226	01-10-913	TRAFFIC CONTROL FOR CHICK-FIL-A		400.00
01 CENTRAL ILLINOIS WINDOW TINTIN			2487.00	
6258	01-11-511	VH WINDOW TINTING		2487.00
01 CHASTAIN & ASSOCIATES, LLC			74792.40	
100226	01-11-532	'26 GENERAL ADVISORY		4680.67
100226	01-11-532	DOWD SUB-D REVIEW HOTEL		492.79
100226	01-52-532	'26 PARK DEPT ADVISORY		668.25
100226	30-00-898	PW N/S ACCESS ROAD		3827.08

DATE: 10/06/26

Tuesday October 06,2026

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
100226	30-00-835	M/F GRADE SCHOOL BIKE PATH	918.00	
100226	30-00-882	'26 ANNUAL PAVEMENT	7425.00	
100226	38-00-863-4	SNP WATER MAIN EXTENSION	306.14	
100226	38-00-863-5	SNP SEWER EXTENSION	666.30	
100226	38-00-863-6	SNP STORM SEWER EXTENSION	72.03	
100226	38-00-863-7	SNP PLAYGROUND PARKING	756.33	
100226	30-00-810-8	WTR TWR/GRD STORAGE/AERATOR	37338.50	
100226	15-00-874-2	BARNETT AVE IMPROVEMENTS	17641.31	
01 COLUMN SOFTWARE PBC			199.09	
DEABD574-0055	01-11-553	AD FOR DIAMOND #3 FENCING	35.58	
DEABD574-0056	01-11-553	AD FOR SNP TRAIL LIGHTING	74.20	
DEABD574-0057	01-11-553	AD FOR P & Z 10-22 MEETING	89.31	
01 DUSTIN BROWN			400.00	
100226	01-10-913	TRAFFIC CONTROL FOR CHICK-FIL-A	400.00	
01 DECATUR COUNTERTOP			1923.50	
773	30-00-870-1	COUNTERTOPS FOR LIB & COMM ROOM	1923.50	
01 DECATUR INDUSTRIAL ELECTRIC, I			30619.75	
FSI-4338	51-00-512	EQUIP SERV HS#1 SWAP HS#1 FAIL	4145.00	
NPI-7858	30-00-810-7	FE PUMP NEW SPARE	26474.75	
01 DEMCO, INC			105.93	
7856730	01-53-913	PROGRAMMING	105.93	
01 DIRECT ENERGY BUSINESS			5941.89	
262680060297028	01-41-572	SEPT '26 ENTRANCE SIGN & STR LIGHTS	5941.89	
01 FEHR GRAHM ENGINEERING & ENVIR			889.29	
143172	15-00-874-4	WEAVER RD BRIDGE REHAB	889.29	
01 FOLLETT CONTENT SOLUTIONS LLC			1010.26	
784979F	01-53-671	BOOKS	150.00	
785054F	01-53-671	BOOKS	108.00	
795924	01-53-671	BOOKS	752.26	
01 CENGAGE LEARNING INC/GALE			512.75	
999103535846	01-53-671	BOOKS	227.20	
999103555947	01-53-671	BOOKS	105.75	
999103576523	01-53-671	BOOKS	27.00	
999103588936	01-53-671	BOOKS	32.80	
999103588947	01-53-671	BOOKS	67.50	
999103597718	01-53-671	BOOKS	52.50	
01 JAY KAN, INC			21241.00	
10046	30-00-898-2	FENCE FOR DOG PARK	21241.00	
01 GERBER STATE BANK TRUST 56			78251.14	
100226	18-00-928	2025 TAX LEVY REIMBURSEMENT	78251.14	
01 HAROLD O'SHEA BUILDERS INC.			117113.77	
100226-2	16-00-894	VETERANS MEMORIAL PARK IMPROVEMENTS	117113.77	
01 HOBBY LOBBY STORES, INC.			21.98	
100226	01-53-913	PROGRAMMING	21.98	
01 ILLINI SUPPLY, INC.			650.00	
15845	01-11-651	CHAIRS	650.00	
01 JUSTIN LILLY			400.00	

DATE: 10/06/26

Tuesday October 06,2026

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
100226	01-10-913	TRAFFIC CONTROL FOR CHICK-FIL-A		400.00
01 KEY EQUIPMENT & SUPPLY CO. STL212327	01-41-612	EQUIP MAINT	50.51	50.51
01 KIRBY RISK S211397594.001	51-00-549	YEARLY SOFTWARE AGREEMENT	3878.25	3878.25
01 LINDE INC. 58895896	51-00-656	CHEMICALS CO2 TANK	10121.24	10121.24
01 LOURASH & MAHANNAH EXCAVATING, I260929172	01-41-515-1	STORM SERVICE	2500.00	2500.00
01 M&M TURF FARM/M&M AG INC. 20309	30-00-898-2	SOD FOR DOG PARK	251.00	251.00
01 THE MAGNOLIA JOURNAL 100226	01-53-671	SUBSCRIPTION	42.00	42.00
01 MENARDS 100226	01-52-617	GROUND MAINT SUPPLIES	649.80	104.97
100226	01-41-653	SMALL TOOLS		9.96
100226	01-52-652	OP SUPPLIES		79.43
100226	01-52-612	EQUIP MAINT SUPPLIES		73.93
100226	51-00-652	OP SUPPLIES		47.74-
100226	01-52-611	BLDG MAINT SUPPLIES		42.92
100226	01-11-654	JANITORIAL SUPPLIES		78.92
100226	01-52-654	JANITORIAL SUPPLIES		8.22
100226	51-00-471	UNIFORMS		159.96
100226	01-41-652	OP SUPPLIES		87.69
100226	01-53-651	OFFICE SUPPLIES		8.99
100226	01-53-909	PURCHASES FROM DONATIONS		42.55
01 MISSISSIPPI LIME COMPANY CD239391	51-00-656	CHEMICALS LIME	20385.92	7757.55
CD2408663	51-00-656	CHEMICALS LIME		7320.89
CD242300	51-00-656	CHEMICALS LIME		5307.48
01 MORGAN DISTRIBUTING, INC. INV-167258	01-52-655	FUEL	1319.35	1319.35
01 MTI DISTRIBUTING, INC 1539298-00	01-52-612	EQUIP MAINT SUPPLIES	76.40	76.40
01 MUG-A-BUG 67971	01-41-652	OP SUPPLY MOSQUITO	3121.17	3121.17
01 MELANIE WEIGEL 100226	01-53-560	MILEAGE FOR ARSL CONFERENCE	62.35	62.35
01 NAPA AUTO PARTS 178560	01-41-612	EQUIP MAINT SUPPLIES	8.50	8.50
01 OVERDRIVE, INC. CD0206426312342	01-53-671	BOOKS	360.00	360.00
01 PRAIRIE COMPUTER NETWORK SOLUT 1767	01-53-921	MINI PC	727.00	572.00
1872	01-53-921	OFFICE 2024		155.00
01 PAMELA SCHMAHL 100226	01-53-560	FOOD FOR ARSL CONFERENCE	53.77	53.77

DATE: 10/06/26

Tuesday October 06,2026

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 REAGAN MANagements, LLC 100226	18-00-928	2025 TAX LEVY REIMBURSEMENT	18086.32	18086.32
01 AT & T 100226	52-00-552	783 STVNS CRK PHONE LINE	1282.49	323.79
100226	52-00-552	101 HUNDLEY PHONE LINE		315.38
100226	52-00-552	440 HUNDLEY PHONE LINE		315.38
100226	52-00-552	815 FORSYTH PKWY PHONE LINE		327.94
01 SMITH'S MUNICIPAL MAINTENANCE 1031	51-00-512	PLANT EQUIP SERVICE	4437.06	1333.60
1032	51-00-512	PLANT EQUIP SERVICE		3103.46
01 SORLING, NORTHRUP, HANNA, CULL 240110	01-11-533	AUG '26 LEGAL SERVICES	6437.50	6437.50
01 SPEED LUBE 00011-11729	01-52-513	VEHICLE SERV '15 FORD	240.90	240.90
01 STOLLEY TERMITE & PEST CONTROL 100226	01-11-511	VH MONTHLY BUG SPRAY	110.00	45.00
100226-1	01-53-511	LIB MONTHLY BUG SPRAY		65.00
01 SUPPLE 6110	01-53-651-2	SHELVING	12530.00	4491.00
6111	01-53-651-2	SHELVING		3548.00
6112	01-53-651-2	SHELVING		4491.00
01 THIRD MILLENNIUM ASSOCIATES, I 34970	51-00-549-1	W/S BILLING SERVICES FOR 10-1 BILLS	456.05	228.02
34970	52-00-549-1	W/S BILLING SERVICES FOR 10-1 BILLS		228.03
01 DECATUR TRIBUNE 100226	01-53-671	SUBSCRIPTIONS	50.00	50.00
01 US POSTAL SERVICE (CAPS) 100226	51-00-549-1	POSTAGE FOR W/S 10-1-26 BILLS	816.42	408.21
100226	52-00-549-1	POSTAGE FOR W/S 10-1-26 BILLS		408.21
01 VERMEER SALES & SERVICE S80572	01-41-512	EQUIP SERVICE CHIPPER	2092.56	1390.29
S80589	01-41-512	EQUIP SERVICE CHIPPER		380.17
S80682	01-41-512	EQUIP SERVICE CHIPPER		322.10
01 VILL OF FORSYTH 100226	01-11-571	W/S UTILITES 8/20-9/20/26	150.00	150.00
01 WATER SOLUTIONS UNLIMITED, INC 7575589	51-00-656	CHEMICALS	3220.65	3220.65
01 WATTS COPY SYSTEM 42999941	01-11-512	AUG '26 PW & VH COPIER RENTAL	485.95	336.38
42999941	01-41-512	AUG '26 PW & VH COPIER RENTAL		149.57
01 WILLIAM RUSSELL STUART 100226	01-11-547	1013 MALINDA CT ELECTRIC INSPECTION	180.00	60.00
100226-1	01-11-547	265 KATE CT ELECTRIC INSPECT		60.00
100226-1	01-11-547	607 LAUREN CT ELECTRIC INSPECT		60.00
** TOTAL CHECKS TO BE ISSUED			456626.78	

SYS DATE:10/01/26

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 105

SYS TIME:08:59
[NW1]

DATE: 10/06/26

Tuesday October 06,2026

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
GENERAL FUND			68227.55	
MOTOR FUEL TAX FUND			18530.60	
HOTEL/MOTEL TAX FUND			117113.77	
TIF DISTRICT FUND			96337.46	
CAPITAL PROJECT FUND			99398.83	
FORSYTH FAMILY SPORTS/NATURE PAR			1800.80	
WATER OPERATIONS			52299.49	
SEWER OPERATIONS			2918.28	
*** GRAND TOTAL ***			456626.78	
TOTAL FOR REGULAR CHECKS:			436,240.86	
TOTAL FOR DIRECT PAY VENDORS:			20,385.92	

SYS DATE:09/21/26

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 104
Monday September 21, 2026

SYS TIME:10:53
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[NW1]

DATE: 09/21/26

PAGE 1

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 PETTY CASH 092126	01-10-917-1	PETTY CASH FOR FALL MARKET	500.00	500.00
** TOTAL CHECKS TO BE ISSUED			500.00	

SYS DATE:09/21/26

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 104
Monday September 21, 2026

SYS TIME:10:53
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[NW1]

DATE: 09/21/26

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
GENERAL FUND			500.00	
*** GRAND TOTAL ***			500.00	
TOTAL FOR REGULAR CHECKS:			500.00	

ADMINISTRATION REPORTS

LIBRARY UPDATES:

- I recently attended the Association for Rural and Small Libraries Conference in Montgomery, Alabama with Adult Services Librarian Pam Schmahl. We were able to connect with many other librarians from Illinois as well as across the country and attended sessions focused on community programming, reader's advisory, disaster planning, improving the patron experience and building relationships with community partners. I also served as an ARSL Conference Buddy mentor two other early career Illinois librarians. We're looking forward to implementing several new ideas in the coming months.
- MFGS school visits will begin in October with over a dozen classrooms taking part in the first round of visits. We are excited to build this partnership with our local educators and bring more young readers into our library.
- Throughout the month of October, FPL will be participating in the 2026 IHLS Library Crawl. Patrons can pick up a Library Crawl passport from FPL and then visit libraries throughout central and southern Illinois, getting a stamp at each library visited. Crawlers will visit five or more libraries to officially complete the crawl, and FPL cardholders can bring their completed passport back to receive a 2026 commemorative Library Crawl t-shirt for their efforts. Non-Forsyth residents may purchase a shirt for \$10+ donation with all proceeds supporting future library programming.
- I recently met with Sonja Chargois, Community Health Consultant with Memorial Health to discuss their upcoming community health survey as well as the new mental health wellness kits provided by Memorial Health that are now available for families to check out at FPL.
- We are hosting our first outdoor S'morey Time, an evening story time experience for families at the library's pavilion. With the addition of the new sidewalk, we are now able to offer outdoor programming that meets the accessibility needs of our community.
- The Macon County Health Department will be visiting the library on October 13 to provide flu and COVID shots to interested residents immediately preceding our monthly Bingo event.
- The library will be closed on October 21 for all staff to participate in professional development activities.
- Upcoming programs include Community Watch on Oct 6, Food for Thought Book Club on Oct 8, Halloween Origami Box Drop-In on Oct 10, Movie Day at the Library showing *Minions and Monsters* as well as the U of I Cooking for 1 or 2 class on Oct 12, Family Game Night on Oct 15, Bookkeepers Book Club on Oct 16, and a special Celebrating 100 Years of Winnie the Pooh event on Oct 17.

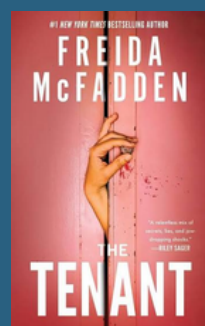
Melanie Weigel
Director

BOOK CLUBS AT FPL

Food For Thought

**THE TENANT BY
FREIDA MCFADDEN**

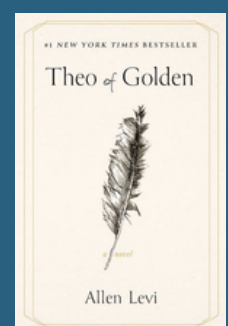
**OCTOBER 8
6 PM**



Bookkeepers

**THEO OF GOLDEN
BY ALLEN LEVI**

**OCTOBER 16
10 AM**



ENGINEER'S REPORT

Forsyth: October 6, 2026 Board Meeting

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

CHASTAIN
CONSULTING ENGINEERS

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.

All construction is complete and the final walk-through was completed on October 14th, 2025. IDOT has indicated that final review is concluding and project close is still forthcoming.

Project 8595 – Barnett Ave Improvements

This project consists of the rehabilitation and/or reconstruction of 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.

Review appraisals are complete, and right-of-way negotiations are next. We received the Preliminary Environmental Site Assessment. ADA ramp design is being finalized for formal review by IDOT District 7.

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

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

The remaining work is going over the project punch list.

The entire project should be finished several months ahead of schedule.

Project 9177.02 – Prairie Winds Access Road and Utility Construction

Chastain has pay application #5 which covers the work for the signage and pavement striping install. The final pay app has been submitted, but a final walk through resulted in a few remaining items for the contractor to complete including re-seeding, removal of erosion control items, and removal of some debris. As soon as those items are addressed by the contractor, the final pay app will be processed for Village approval and payment.

Project 9294 – Moon Street Improvements

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

Changes are being made to the original design and the project is expected to be let later this year or early next year for construction in early 2027.

Project 9751 – 2026 Bike Path Improvements

This project includes design, construction, plans and bidding services for the rehabilitation of the remaining asphalt paved trails, including the loop in Forsyth Park near the tennis courts, the path through the disc golf course, and the path around Menards on Market Drive.

Construction is complete. Final payment will be processed soon.

Project 9752 – 2026 Road Maintenance and Alternate Parallel Parking

The 2026 road maintenance project generally includes pavement replacement at the intersection of Oakland Ave and W Weaver Rd, ADA-compliant sidewalk ramp replacement, and full depth patching along Oakland Ave. A design to construct parallel parking spaces along the west side of Oakland Ave at the Park is also included.

ENGINEER'S REPORT

Forsyth: October 6, 2026 Board Meeting

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

CHASTAIN
CONSULTING ENGINEERS

The project has been advertised and bids will be received the morning of October 5 for Board review on October 6.

Project 7982.02 – Forsyth Family Sports and Nature Park – Phase II

This project includes the design for utilities (water, sanitary sewer, and storm sewer), a nature themed playground, two phases of parking lots, and future pavilion and nature themed splash pad.

Per the Village Board's request, the design on the project has been paused as layout and cost estimates for the entire park are being prepared for review and discussion by the Board.

OLD BUSINESS

ITEM 1

Memorandum

To: The Honorable President and Board of Trustees

From: Rhonda Stewart, Village Treasurer

Date: October 6, 2026

Subject: 2026 Tax Levy Ordinance Approval

Please find accompanying this memorandum a copy of Tax Levy Ordinance Number 2026-xx for your approval.

- During September 1, 2026, Village Board meeting, the 2026 Tax Levy Ordinance was proposed to set the 2026 Tax Levy, and a motion was made to set the 2026 Tax Levy.
- Once the 2026 Tax Levy was set, by law we had to wait no less than twenty (20) days before the 2026 Tax Levy Ordinance can be passed.
- Just as a reminder the 2026 Tax Levy Ordinance was to increase the Tax Levy 4.9%.

Suggested Motion:

Motion to approve the 2026 Tax Levy Ordinance Number 2026-XX as presented.

**VILLAGE OF FORSYTH
MACON COUNTY, ILLINOIS**

ORDINANCE NUMBER 2026-XX

**AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE PURPOSES FOR THE
VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS FOR THE FISCAL YEAR
BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026**

**JIM PECK
Mayor**

**CHYERL MARTY
Village Clerk**

**JIM ASHBY
CHELSIE KIDD
JEFF LONDON
JEREMY SHAW
DAVID WENDT
LAUREN YOUNG**

Trustees

Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of
Forsyth, Macon County, Illinois, this 6th day of October 2026.

ORDINANCE NUMBER 2026-XX

**AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE PURPOSES FOR THE
VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS FOR THE FISCAL YEAR
BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026**

**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, 2026, and ending December 31, 2026.

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:

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

		Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
	Description			
<i>(Personal Services)</i>				
430	Salaries- Elected	\$ 19,500		NONE
	Total Personal	\$ 19,500		NONE
<i>(Contractual Services)</i>				
554	Printing	\$ 100		NONE
549	Other Professiona Services	\$ 400		NONE
560	Professional Development	\$ 275		NONE
	Total Contractual	\$ 775		NONE
<i>(Other Expenditures)</i>				
913	Promotional	\$ 120,200		NONE
914	Family Fest	\$ 76,000		NONE
917	Activities & Events	\$ 35,200		NONE
917-1	Farmers Market	\$ 15,000		NONE
918-1	Economic Development Corporation (EDC)	\$ 10,000		NONE
929	Miscellaneous Expenses	\$ 2,300		NONE
	Total Expenditures	\$ 258,700		NONE
TOTAL LEGISLATIVE		\$ 278,975	\$ 278,975	NONE

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

		Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
Description				
<u>(Personal Services)</u>				
421	Salaries-Regular	\$ 392,300		\$ 83,662
423	Salaries-Overtime	\$ 1,600		NONE
451	Health/Dental/Vision Insurance	\$ 103,500		NONE
453	Unemployment Insurance	\$ -		\$ 2,243
461	(Social Security Tax) FICA Contribution	\$ 30,150		\$ 3,965
462	IMRF Contribution	\$ 42,000		\$ 5,938
471	Uniform Allowance	\$ 2,000		NONE
	Total Personal	\$ 571,550		\$ 95,808
<u>(Contractual Services)</u>				
511	Building Maintenance Service	\$ 5,000		NONE
512	Equipment Maintenance Service	\$ 6,000		NONE
531	Accounting Service	\$ 30,700		\$ 16,508
532	Engineering Service	\$ 85,000		NONE
533	Legal Service	\$ 70,000		NONE
535	Deputy Contract	\$ 825,000		\$ 102,431
537	IT Services	\$ 43,000		NONE
547	Electrical Inspections	\$ 3,500		NONE
549	Other Professional Services	\$ 38,300		NONE
549-1	Village Vision	\$ 600		NONE
551	Postage	\$ 4,500		NONE
552	Telephone	\$ 7,500		NONE
553	Publishing	\$ 3,000		NONE
554	Printing	\$ 2,500		NONE
556	Codification Services	\$ 5,000		NONE
560	Professional Development	\$ 14,800		NONE
571	Utilities	\$ 13,200		NONE
594	Risk Management Contribution	\$ 94,000		\$ 37,415
	Total Contractual	\$ 1,251,600		\$ 156,354
<u>(Supplies)</u>				
611	Building Maintenance	\$ 700		NONE
612	Equipment Maintenance	\$ 100		NONE
617	Ground Maintenance	\$ 100		NONE
651	Office Supplies	\$ 7,500		NONE
651-1	Computer/Equipment	\$ 4,000		NONE
654	Janitorial Supplies	\$ 700		NONE
	Total Supplies	\$ 13,100		NONE
<u>(Other Expenditures)</u>				
929	Miscellaneous Expense	\$ 3,000		NONE
929-1	Community Room Refunds	\$ 1,000		NONE
929-2	Golf Cart Permit Expenses	\$ 400		NONE
999-7	School Transfer	\$ 1,125,000		NONE
	Total Other Expenditures	\$ 1,129,400		NONE
<u>(Interfund Transfer)</u>				
999-2	Forsyth Family Sports and Nature Park	\$ -		NONE
999-3	Capital Project Fund	\$ 3,305,209		NONE
999-4	Economic Devel. Fund	\$ -		NONE
	Total Expenditures	\$ 3,305,209		NONE
TOTAL ADMINISTRATION		\$ 6,270,859	\$ 6,018,697	\$ 252,162

General Fund (01)

STREETS & MAINTENANCE (41)

	Description	Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
<i>(Personal Services)</i>				
421	Salaries-Regular	\$ 315,000		\$ 50,197
423	Salaries-Overtime	\$ 12,000		NONE
451	Health/Dental/Vision Insurance	\$ 101,200		NONE
461	(Social Security Tax) FICA Contribution	\$ 26,000		\$ 2,449
462	IMRF Contribution	\$ 37,500		\$ 3,732
471	Uniform Allowance	\$ 4,000		NONE
	Total Personal	\$ 495,700		\$ 56,378
<i>(Contractual Services)</i>				
511	Building Maintenance Service	\$ 90,000		NONE
512	Equipment Maintenance Service	\$ 55,000		NONE
513	Vehicle Maintenance Service	\$ 10,000		NONE
514	Street Maintenance Service	\$ 20,000		NONE
514-1	Bridge Inspection (hundley 2yr/weaver 4yr	\$ 7,500		NONE
515	NOI Storm water Main. Service	\$ 5,000		NONE
515-1	Street Storm Sewer Maintenance	\$ 50,000		NONE
517	Ground Maintenance Service	\$ 25,000		NONE
517-1	Landscaping Tree Service	\$ 6,000		NONE
518	Sidewalk Maintenance	\$ 50,000		NONE
532	Engineering Service	\$ 5,000		NONE
534	Medical Service	\$ 4,500		NONE
549	Other Professional Service	\$ 10,000		NONE
552	Telephone	\$ 4,000		NONE
560	Professional Development	\$ 15,000		NONE
571	Utilities	\$ 14,000		NONE
572	Street Lighting & Repairs	\$ 70,000		\$ 55,025
578	Dumpster Roll Off/Trash	\$ 12,000		NONE
579	Traffic Lights & Repairs	\$ 15,000		NONE
	Total Contractual	\$ 468,000		\$ 55,025
<i>(Supplies)</i>				
611	Building Maintenance	\$ 4,000		NONE
612	Equipment Maintenance	\$ 6,000		NONE
613	Vehicle Maintenance	\$ 3,500		NONE
614	Street Maintenance	\$ 15,000		NONE
615-1	Storm Sewer Maintenance Supplies	\$ 5,000		NONE
616	Snow Removal	\$ 20,000		NONE
617	Ground Maintenance	\$ 10,000		NONE
617-1	Landscaping Trees	\$ 6,000		NONE
618	Sidewalk Maintenance Supplies	\$ 4,000		NONE
651	Office Supplies	\$ 2,000		NONE
651-1	Computers/Equipment Supplies	\$ -		NONE
651-3	Furniture Supplies	\$ -		NONE
652	Operating Supplies	\$ 20,000		NONE
653	Small Tools	\$ 3,000		NONE
654	Janitorial Supplies	\$ 6,000		NONE
655	Fuel	\$ 24,000		NONE
	Total Supplies	\$ 128,500		NONE
<i>(Other Expenditures)</i>				
929	Miscellaneous Expense	\$ 2,000		NONE
	Total Expenditures	\$ 2,000		NONE
TOTAL STREETS & MAINTENANCE		\$ 1,094,200	\$ 982,797	\$ 111,403

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

		Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
	Description			
<i>(Personal Services)</i>				
421	Salaries-Regular	\$ 275,000		\$ 31,074
423	Salaries-Overtime	\$ 24,000		NONE
451	Health/Dental/Vision Insurance	\$ 119,500		NONE
461	(Social Security Tax) FICA Contribution	\$ 22,000		\$ 1,866
462	IMRF Contribution	\$ 31,000		\$ 1,866
471	Uniform Allowance	\$ 3,000		NONE
	Total Personal	\$ 474,500		\$ 34,806
<i>(Contractual Services)</i>				
511	Building Maintenance Service	\$ 60,000		NONE
512	Equipment Maintenance Service	\$ 45,000		NONE
513	Vehicle Maintenance Service	\$ 7,000		NONE
517	Ground Maintenance Service	\$ 95,000		NONE
517-1	Park Landscaping Service	\$ 25,000		NONE
520	Bike Trail Maint. Service	\$ 10,000		NONE
532	Engineering Service	\$ 6,000		NONE
534	Medical Service	\$ -		NONE
549	Other Professional Service	\$ 4,000		NONE
552	Telephone	\$ 4,000		NONE
560	Professional Development	\$ 2,000		NONE
571	Utilities	\$ 30,000		NONE
578	Trash Service (Dumpster)	\$ 6,000		NONE
	Total Contractual	\$ 294,000		NONE
<i>(Supplies)</i>				
611	Building Maintenance	\$ 6,000		NONE
612	Equipment Maintenance	\$ 15,000		NONE
613	Vehicle Maintenance	\$ 3,500		NONE
617	Ground Maintenance	\$ 130,000		NONE
617-1	Park Landscaping	\$ 6,000		NONE
618	Sidewalk Maintenance Supplies	\$ 8,000		NONE
620	Bike Path Maintenance	\$ 35,000		NONE
652	Operating Supplies	\$ 35,000		NONE
653	Small Tools	\$ 2,500		NONE
654	Janitorial Supplies	\$ 6,000		NONE
655	Fuel	\$ 24,000		NONE
	Total Supplies	\$ 271,000		NONE
<i>(Other Expenditures)</i>				
810	Land Acquisition/Grant Fees	\$ -		NONE
913	Summer Park Program	\$ 5,000		NONE
929	Miscellaneous Expense	\$ 2,000		NONE
	Total Other Expenditures	\$ 7,000		NONE
TOTAL PARKS & RECREATION		\$ 1,046,500	\$ 1,011,694	\$ 34,806

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

		Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
Description				
<i>(Personal Services)</i>				
421	Salaries-Regular	\$ 310,000		\$ 74,101
423	Salaries-Overtime	\$ 2,000		NONE
451	Health/Dental/Vision Insurance	\$ 96,400		NONE
461	(Social Security Tax) FICA Contribution	\$ 24,000		\$ 3,381
462	IMRF Contribution	\$ 32,000		\$ 5,429
471	Uniform Allowance	\$ 500		NONE
	Total Personal	\$ 464,900		\$ 82,911
<i>(Contractual Services)</i>				
511	Building Maintenance Service	\$ 9,500		NONE
512	Equipment Maintenance Service	\$ 2,500		NONE
537	Data Processing Service	\$ 17,500		NONE
540	Online Sources	\$ 12,000		NONE
540-1	Digital Library Service	\$ -		NONE
549	Other Professional Service	\$ 4,000		NONE
551	Postage	\$ 800		NONE
552	Telephone	\$ 2,000		NONE
560	Professional Development	\$ 6,000		NONE
571	Utilities	\$ 20,000		NONE
578	Trash Service (Dumpster)	\$ 2,500		NONE
	Total Contractual	\$ 76,800		NONE
<i>(Supplies)</i>				
611	Building Maintenance	\$ 800		NONE
612	Equipment Maintenance	\$ 500		NONE
617	Ground Maintenance	\$ 500		NONE
651	Office Supplies	\$ 5,000		NONE
651-1	Computer/Equipment	\$ 8,000		NONE
651-2	Shelving	\$ 30,000		NONE
651-3	Furniture Supplies	\$ 7,000		NONE
654	Janitorial Supplies	\$ 1,500		NONE
659	Library Supplies	\$ 1,200		NONE
671	Books	\$ 50,000		NONE
672	Periodicals	\$ -		NONE
681	Audio Visual Materials	\$ -		NONE
	Total Supplies	\$ 104,500		NONE
<i>(Other Expenditures)</i>				
909	Purchases from Donations	\$ 2,000		NONE
910	DPL/Other Reimbursement	\$ 200		NONE
912	Library Accessories	\$ 1,000		NONE
913	Promotional Programming	\$ 30,000		NONE
921	Historical Area Supplies	\$ 3,500		NONE
921-1	Historical Area Grant Expenses	\$ -		NONE
929	Miscellaneous Expense	\$ 500		NONE
	Total Other Expenditures	\$ 37,200		NONE
TOTAL LIBRARY		\$ 683,400	\$ 600,489	\$ 82,911

General Fund (01)

TOTAL GENERAL FUND	\$ 9,373,934	\$ 8,892,652	\$ 481,282
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		Amount to be raised by Tax Levy
REF:	General Corporate Tax (65 ILCS 5/8-3-1)	\$ 239,034
REF:	Police Protection Tax (65 ILCS 5/11-1-3)	\$ 102,431
REF:	Liability Insurance Tax (745 ILCS 10/9-107)	\$ 37,415
REF:	Social Security Tax (40 ILCS 5/21-110, 5/21-110.1)	\$ 11,661
REF:	Ill. Municipal Retirement Funds Tax (65 ILCS 5/7-171)	\$ 16,965
REF:	Municipal Auditing Tax (65 ILCS 5/8-8-8)	\$ 16,508
REF:	Unemployment Insurance Tax (745 ILCS 10/9-107)	\$ 2,243
REF:	Street Lighting Tax (65 ILCS 5/11-80-5)	\$ 55,025
		\$ 481,282

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

864-2	Moon & Elwood Street Sidewalk Imp	\$	430,000	NONE
874-2	Barnett Ave Reconstruction	\$	820,000	NONE
874-3	US RT 51 Median Improvements	\$	548,200	NONE
874-4	Weaver Rd Pedestrian Cross Walk	\$	200,000	
		\$	1,998,200	NONE

TOTAL MOTOR FUEL TAX

\$	1,998,200	\$	-	NONE
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Hotel/Motel Tax Fund (16)**HOTEL/MOTEL TAX (00)**

		Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
Description				
<u>Capital</u>				
890	Disc Golf Course Updates	\$	5,000	NONE
893-1	D #1 & 2 Misc Updates/Charges	\$	100,000	NONE
894	Veterans Memorial Updates	\$	414,000	NONE
890-1	New Disc Golf Course	\$	80,000	NONE
894-1	Run Power to Parking Lot at Main Park	\$	50,000	NONE
	Total Capital	\$	649,000	NONE
<u>(Other Expenditures)</u>				
911	Other Events	\$	22,500	NONE
911-1	Farm Progress	\$	-	NONE
911-3	DACVB	\$	75,000	NONE
911-4	ASA Torunament	\$	-	NONE
911-5	Disc Golf Tournament	\$	28,000	NONE
929	Miscellaneous Expenses	\$	1,450	NONE
	Total Other Expenditures	\$	126,950	NONE
TOTAL HOTEL/MOTEL TAX FUND		\$	775,950	\$ 775,950 NONE

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

		Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
Description				
<u>(Contractual Services)</u>				
531	Accounting Audit	\$	2,000	NONE
549	Other Professional Services	\$	64,500	NONE
	Total Contractual	\$	66,500	NONE
<u>(Other Expenditures)</u>				
928	Redevelopment Agreement Payments	\$	594,000	NONE
928-1	Commercial Revitalization TIF Grant Program	\$	75,000	NONE
999-7	School Agreement	\$	163,500	NONE
	Total Other Expenditures	\$	832,500	NONE
TOTAL TIF FUND		\$	899,000	NONE

Capital Project Fund (30)

CAPITAL PROJECT (00)

		Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
<i>(Capital)</i>	Description			
885-2	Village Hall Roof	\$ -		NONE
862	Truck Purchase	\$ 130,000		NONE
862-5	Dump Truck	\$ -		NONE
862-10	Street Repair Asphalt Box	\$ -		NONE
864	Street Pavement Striping Program	\$ -		NONE
864-11	Street Maintenance Total Patcher	\$ 125,000		NONE
822	Pole/Storage Shed	\$ 200,000		NONE
894	Sidewalk Grinder	\$ 12,000		NONE
894-1	Bat Wing Mower Attachment	\$ 40,000		NONE
831	Mower Replacement	\$ 99,000		NONE
882	Annual Pavement/Maintenance Program (design Eng & bidding services, construction & observation)	\$ 250,000		NONE
898	Storm Sewer & Sewer Utility Extensions Prairie Winds Improvement (2025 Design, Permitting, Bidding)	\$ 5,000		NONE
898	Storm Sewer & Sewer Utility Extensions Prairie Winds Improvement (2025 Construction & Observation)	\$ 30,000		NONE
898	North/South Street & Utility Prairie Winds (design/ Billing, Construction and Observation)	\$ 144,600		NONE
898-1	Prairie Winds Park Improvements Pickleball/Pond Forsyth Parks & Recreation Master Plan Addition	\$ 20,000		NONE
898-2	Parking Lot and Dog Park over by Public Works Bldg in Prairie Winds	\$ 200,000		NONE
870-1	Community Center at Library Bldg Updates	\$ 150,000		NONE
867	Sidewalk from Library Bldg to Pocket Park	\$ 30,000		NONE
893-1	Cameras Install near D#1 and D#2	\$ 15,600		NONE
892-3	Update Tennis Court Lighting	\$ 50,000		NONE
892-2	Market Dr Menards, Veterans, Grayhawk, D #4 & 5 & Park Loop Paths Bike Path Resurfacing & Maintenance Program	\$ 30,000		NONE
892-2	Grayhawk, D #4 & 5 & Park Loop Paths Bike Path Resurfacing & Maintenance Program (Construction & Observation)	\$ 330,000		NONE
835	Maroa-Forsyth Grade School Bike Path (design Eng., bidding services, land acquisition, construction & observation)	\$ -		NONE
	Parking Lot Resurfacing & Maintenance (design, bidding, construction & observation); 2024 Lot A (Diamonds 1, 2 & 3) Parking Lot Drainage Improvements & Resurfacing design and Bidding \$70,000 + Construction & Observation \$720,000 = \$790,000. 2025 lot D (Veteran's Pavilion) Parking Lot Drainage Improvements & Resurfacing Design & Bidding \$20,000 + Construction & Observation \$220,000 = \$240,000. 2026 Parking lot B (tennis/pickleball/pavilions) Parking lot C (Diamonds 4 & 5); 2026 Resurfacing & Maintenance Design & Bidding \$50,000 + Construction & Observation \$520,000 = \$570,000.			
860		\$ -		NONE
862-7	Trailer	\$ -		NONE
885-3	D#4 & 5 Press Box Roofs (standard)	\$ -		NONE
885-4	Veteran's Pavilion Roof (metal)	\$ -		NONE
892	Forsyth Parkway/W. Forsyth Parkway & Grayhawk Bike Path (design eng. & bidding)	\$ -		NONE
892	Forsyth Parkway/W. Forsyth Parkway & Grayhawk Bike Path (construction & observation)	\$ -		NONE
895-7	Veteran's Pavilion Pond Outfall Repair (design Eng. & bidding services, construction & observation)	\$ -		NONE
851	Exterior work and inside door/doorway office area (library/comm bldg)	\$ -		NONE
851	Library ADA exterior doors	\$ -		NONE
873	Generator	\$ 120,000		NONE
822-3	Library Landscaping	\$ 45,000		NONE
810-4	Auto Transfer Switch Gen	\$ 45,000		NONE
810-6	Well 7 & Raw Water Main Extension (construction & observation services)	\$ -		NONE
810-8	Water Towers, Ground Storage Tank Maintenance & Aerator (2024 bidding, 2025 north tower construction & observation, 2026 south tower (IEPA loan app. services)	\$ 2,061,400		NONE
812-1	Insert Hydrant Valves	\$ 45,000		NONE
812-2	Decatur Water Connection 2026 Design \$75,000 and 2027 Construction \$225,000	\$ 75,000		NONE
810-7	Filter Water Pumps	\$ 20,000		NONE
999-6	Capital Project Fund Out to Sewer	\$ 100,000		NONE
TOTAL CAPITAL PROJECT FUND		\$ 4,372,600	\$ 4,372,600	NONE

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

		Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
Description				
<u>(Contractual Services)</u>				
898-1	Crawford's Gym Infrastructure	\$ 400,000		NONE
999-4	Out to Capital Fund	\$ 179,600		NONE
		<u>\$ 579,600</u>		<u>NONE</u>
TOTAL ECONOMIC DEVL. FUND		<u>\$ 579,600</u>	<u>\$ 579,600</u>	<u>NONE</u>

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

		Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
Description				
<u>(Capital)</u>				
863-2	Family Sports & Nature Park Trail sand parking lot lighting	\$ 100,000		NONE
863-1	OSLAD (construction & observation)	\$ -		NONE
863-3	Family Sports & Nature Park - Phase II Site Improvements (2) Fishing Docks and Installation	\$ 160,000		NONE
863-4	Family Sports & Nature Park Water Main Extension (2026 Design, Permitting, Bidding services)	\$ 40,000		NONE
863-5	Family Sports & Nature Park Sanitary Sewer Extension (2026 Design, Permitting & 2026 Bidding services)	\$ 90,000		NONE
863-6	Family Sports & Nature Park Sanitary Storm Sewer Extension (2026 Design, Permitting & 2026 Bidding services)	\$ 10,000		NONE
863-7	Family Sports & Nature Park - Improvements Playground, & Additional Parking (2026 Design, Permitting & Bidding)	\$ 100,000		NONE
	Total Capital	<u>\$ 500,000</u>	<u>\$ 500,000</u>	<u>NONE</u>
TOTAL FORSYTH FAMILY SPORTS & NATURE PARK		<u>\$ 500,000</u>	<u>\$ 500,000</u>	<u>NONE</u>

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

		Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
	Description			
<i>(Personal Services)</i>				
421	Salaries Regular	\$ 105,000		NONE
423	Salaries Overtime	\$ 20,000		NONE
451	Health/Dental/Vision Insurance	\$ 37,000		NONE
461	(Social Security Tax) FICA Contribution	\$ 11,000		NONE
462	IMRF Contribution	\$ 16,000		NONE
471	Uniforms	\$ 2,500		NONE
	Total Personal	\$ 191,500		NONE
<i>(Contractual Services)</i>				
511	Building Maintenance Service	\$ 70,000		NONE
512	Equipment Maintenance Service	\$ 100,000		NONE
512-1	Storage Tank Maintenance Service	\$ -		NONE
513	Vehicle Maintenance Service	\$ 100		NONE
532	Engineering Services	\$ 40,000		NONE
534	Medical Services	\$ -		NONE
547	Plumbing Inspections	\$ 1,500		NONE
549	Other Professional Services	\$ 158,800		NONE
549-1	Outsource Utility Billing	\$ 7,000		NONE
549-2	Online Payment Fees	\$ 4,000		NONE
551	Postage	\$ 100		NONE
552	Telephone	\$ 8,000		NONE
560	Professional Development	\$ 4,000		NONE
571	Utilities	\$ 100,000		NONE
	Total Contractual	\$ 493,500		NONE
<i>(Supplies)</i>				
611	Maintenance of Building	\$ 2,000		NONE
612	Maintenance of Equipment	\$ 80,000		NONE
813	Maintenance of Vehicle	\$ 100		NONE
617	Maintenance of Grounds	\$ -		NONE
617-1	Landscaping Trees Supplies	\$ -		NONE
651	Office Supplies	\$ -		NONE
651-1	Computer/Equipment Supplies	\$ 250		NONE
652	Operating Supplies	\$ 10,000		NONE
653	Small Tools	\$ 100		NONE
654	Janitorial Supplies	\$ -		NONE
655	Fuel	\$ -		NONE
656	Chemicals	\$ 450,000		NONE
	Total Supplies	\$ 542,450		NONE
<i>(Other Expenditures/Debt Services)</i>				
929	Miscellaneous Expense	\$ 100		NONE
997	Water Plant IEPA Loan Payment	\$ -		NONE
999-3	Inter-fund Transfer (out)	\$ -		NONE
	Total Other/Debt Services	\$ 100		NONE
TOTAL WATER		\$ 1,227,550	\$ 1,227,550	NONE

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

		Amount Budgeted	Other Sources	Amount to be raised by Tax Levy
Description				
<i>(Personal Services)</i>				
421	Salaries Regular	\$ 14,000		NONE
423	Salaries Overtime	\$ 2,500		NONE
451	Health/Dental/Vision Insurance	\$ 24,500		NONE
461	(Social Security Tax) FICA Contribution	\$ 1,600		NONE
462	IMRF Contribution	\$ 2,300		NONE
471	Uniforms	\$ 1,000		NONE
	Total Personal	\$ 45,900		NONE
<i>(Contractual Services)</i>				
512	Equipment Maintenance Service	\$ 40,000		NONE
513	Vehicle Maintenance Service	\$ 1,500		NONE
517	Ground Maintenance Service	\$ 25,000		NONE
517-1	Landscaping Tree Service	\$ 2,000		NONE
532	Engineering Services	\$ 5,000		NONE
537	IT Services	\$ 5,000		NONE
549	Other Professional Services	\$ 4,000		NONE
549-1	Outsource Utility Billing	\$ 7,000		NONE
549-2	Online Payment Fees	\$ 5,000		NONE
552	Telephone	\$ 16,000		NONE
560	Professional Development	\$ 500		NONE
571	Utilities	\$ 12,000		NONE
578	Sewer Discharge Fees	\$ 320,000		NONE
	Total Contractual	\$ 443,000		NONE
<i>(Supplies)</i>				
612	Equipment Maintenance	\$ 10,000		NONE
613	Vehicle Maintenance	\$ 250		NONE
652	Operating Supplies	\$ 500		NONE
653	Small Tools	\$ 150		NONE
655	Fuel	\$ 250		NONE
	Total Supplies	\$ 11,150		NONE
<i>Capital</i>				
840-1	New SCADA Communications	\$ 100,000		NONE
		\$ 100,000		NONE
<i>(Other Expenditures/Debt Services)</i>				
929	Miscellaneous	\$ 250		NONE
999-3	Inter Fund Transfer (out)	\$ -		NONE
	Total Expenditures/Debt	\$ 250		NONE
TOTAL SEWER		\$ 600,300	\$ 600,300	NONE

TAX LEVY SUMMARY

General Corporate Tax (65 ILCS 5/8-3-1)	\$ 239,034
Police Protection Tax (65 ILCS 5/11-1-3)	\$ 102,431
Liability Insurance Tax (745 ILCS 10/9-107)	\$ 37,415
Social Security Tax (40 ILCS 5/21-110, 5/21-110.1)	\$ 11,661
Ill. Municipal Retirement Funds Tax (65 ILCS 5/7-171)	\$ 16,965
Municipal Auditing Tax (65 ILCS 5/8-8-8)	\$ 16,508
Unemployment Insurance Tax (745 ILCS 10/9-107)	\$ 2,243
Street Lighting Tax (65 ILCS 5/11-80-5)	\$ 55,025
	\$ 481,282

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 6th day of October 2026.

	AYE	NAY	ABSTAIN	ABSENT
ASHBY				
KIDD				
LONDON				
SHAW				
WENDT				
YOUNG				
PECK				
TOTAL				

APPROVED this 6th day of October, 2026.

Jim Peck, Village Mayor

ATTEST:

Cheryl Marty, Village Clerk

TRUTH IN TAXATION
CERTIFICATE OF COMPLIANCE

I, the undersigned, hereby certify that I am the presiding officer of the Village of Forsyth, IL, and as such presiding officer I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of Section 18-60 through 18-85 of the Truth in Taxation Act are not applicable.

Notice and hearing requirements of Section 18-60 through 18-85 of the Truth in Taxation Act are not applicable.

The taxing district's aggregate levy did not exceed 5% increase over the prior year's extension. Therefore, a notice and a hearing were not necessary.

This certificate applies to 2026 Levy.

Date: October 6, 2026

Presiding officer: _____
Jim Peck, Mayor

CERTIFICATION OF TAX LEVY ORDINANCE

VILLAGE OF FORSYTH

The undersigned, duly appointed, qualified and acting Clerk of the Village of Forsyth, Macon County, Illinois, does hereby certify that the attached hereto is a true and correct copy of the Tax Levy Ordinance of said Village for the fiscal year beginning January 1, 2026, and ending December 31, 2026, as passed on October 6, 2026.

This certification is made and filed pursuant to the requirements of 65 ILCS 5/8-3-1 and on behalf of the Village of Forsyth, Macon County, Illinois. This certification must be filed by the last Tuesday in December.

Date: October 6, 2026

Municipal Clerk, Cheryl Marty

(Seal)

CERTIFICATION OF ORDINANCE NO. 2026-xx:

**AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE PURPOSE FOR
THE VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS FOR THE FISCAL
YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026**

The undersigned, duly appointed, qualified and acting Clerk of the Village of Forsyth,
Macon County, Illinois, does hereby certify that attached hereto is a true and correct copy of
Ordinance No. 2026-XX,

**AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE PURPOSES FOR
THE VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS FOR THE FISCAL
YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026**

as CARRIED on the 6th day of October 2026.

Date: October 6, 2026.

Cheryl Marty, Village Clerk

(Seal)

OLD BUSINESS

ITEM 2

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER 2026-34

**AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE VILLAGE
CODE OF ORDINANCES SECTION 113.3 RELATED TO
ADULT-USE CANNABIS DISPENSING ORGANIZATIONS**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

JIM ASHBY
CHELSIE KIDD
JEFF LONDON
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
_____, 2026

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

ORDINANCE NO. 2026-34

**AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE VILLAGE
CODE OF ORDINANCES SECTION 113.3 RELATED TO
ADULT-USE CANNABIS DISPENSING ORGANIZATIONS**

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 Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, the Village amended Chapter 113 of the Village of Forsyth Code of Ordinances to allow Adult-Use Cannabis Dispensing Organizations in the Village; and

WHEREAS, the State of Illinois recently adopted changes to the definition of Adult-Use Cannabis Dispensing Organizations and to the provision related to drive-up windows on Adult-Use Cannabis Dispensing Organizations’ locations, as well as to the hours of operation for Adult-Use Cannabis Dispensing Organizations;

WHEREAS, the Mayor and Board of Trustees of the Village of Forsyth believe it is in the best interests of the Village to approve the Text Amendments to the Village Code of Ordinances to set the hours of operation for Adult-Use Cannabis Dispensing Organizations.

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 the Village Code of Ordinances Section 113.3.

The Village Code of Ordinances Section 113.3 is hereby amended as follows with additions underlined and deletions ~~stricken through~~:

Sec. 113.3. - Certain cannabis business establishments allowed.

The following adult-use cannabis establishments are allowed in the village; provided that they comply with all village zoning requirements set forth in this chapter and in the development ordinance:

Adult-use cannabis dispensing organization.

Any Adult-use cannabis dispensing organization operating in the Village shall be permitted to sell or dispense cannabis and cannabis-infused products, cannabis seeds, paraphernalia or related supplies only between the hours of 8:00 a.m. and 10:00 p.m. of each and every day.

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. The 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 _____, 2026, at Forsyth, Macon County, Illinois.

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

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

NEW BUSINESS

ITEM 1

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Ryan Raleigh, Director of Planning and Zoning
Date: September 28, 2026
Subject: Special Use Permit for Illinois Health & Wellness LLC

Background

Illinois Health & Wellness LLC, DBA Bud & Rita's has submitted a Special Use Permit application, along with all required supplemental information, for the operation of their business at 1401 Hickory Point Road.

Details of the Application

The Special Use Permit application includes the following amendments to their current use:

- Add sales to medical patients
- Add a drive through service pick up window to the existing drive through infrastructure
- Expand hours of operation to the maximum allowed under local ordinance. (Monday – Saturday 8:00 am to 10:00 pm, and Sunday 9:00 am to 10:00 pm.)

The Development Ordinance was modified in August to mirror the new state law that allows sales to medical patients and drive through pickup windows.

Members of the Planning and Zoning Commission discussed the changes and noted that these were a part of the new law passed by the State of Illinois. The Commission voted 5-0 to approve the Special Use Permit.

Nobody from the community spoke at the meeting or reached out to the Village about the Special Use Permit.

SPECIAL USE APPLICATION CHECKLIST:

- Complete the entire Special Use Request Form including:
 - ☐ Owner or Applicant (Please check appropriate box. However, if you are the applicant, contact information is needed for you and the owner.)
 - ☐ Legal Description of the Property (Example: Lot 1, Subdivision, Parcel #, A part of the southwest quarter of the northwest quarter of Section 23, Township 17, North Range 2 east of the 3rd PM, and where the deed is recorded with the Macon County Recorder's Office – (217) 424-1359)
 - ☐ Existing zoning of the property (if unsure please verify with Village Hall)
 - ☐ State the existing use of the property.
 - ☐ State the proposed use of the property with the proposed special use request.
 - ☐ Provide a dimensioned site plan or plat to depict the proposed special use. The site plan or plat should include the location of any current or proposed structures on the property.
 - ☐ Answer the six questions relating to the special use request for the property that will help the Planning and Zoning Commission and Village Board make their decision on the request. For question 6, use the excerpt from the Development Ordinance for Section 9.12 F Standards.
 - ☐ Pay the required \$50 application fee; make check out to Village of Forsyth
 - ☐ Sign and date the form and return to Village Hall

Village Staff will then review the application to ensure completeness. Once the application is deemed complete, Village Staff will notify the applicant of the meeting dates for the Planning and Zoning Commission meeting/Public Hearing and the Board of Trustees meeting. Village Staff will also notify all the property owners that own property within 250 feet of your property.

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

Question 6:

Section 9.12 F – Standards:

- (1) The Planning and Zoning Commission shall not recommend, nor the Village Board approve a special use, unless it shall find, based upon the evidence presented to the Planning and Zoning Commission in each specific case, that the special use:
 - (a) Will be harmonious with and in accordance with the general objectives of the Comprehensive Land Use Plan and/or this Ordinance.
 - (b) Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity, and that such use will not alter the essential character of the same area.
 - (c) Will not be hazardous or disturbing to existing or future neighborhood uses.
 - (d) Will be adequately served by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water, sewers, and schools, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services.
 - (e) Will not create excessive additional requirements at public cost for public facilities and services, and will not be detrimental to the economic welfare of the Village of Forsyth.
 - (f) Will not involve uses, activities, processes, materials, equipment, and/or conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors.
 - (g) Will have vehicular approaches to the property which shall be so designed as to not create an undue interference with traffic on surrounding public streets or highways.
 - (h) Will not increase the potential for flood damage to adjacent property, or require additional public expense for flood protection, rescue, or relief.
 - (i) Will not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance to the Village of Forsyth.
- (2) The special use shall, in all respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified, in each instance, by the Village Board, pursuant to the recommendations of the Planning and Zoning Commission.

VILLAGE OF FORSYTH

301 S. Route 51
Forsyth, IL 62535

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



SPECIAL USE APPLICATION

OWNER: ☐

APPLICANT: ☒

Name: Forsyth Retail Operations, LLC DBA Bud and Rita's - FORSYTH

Address: 1401 HICKORY POINT DR FORSYTH, IL 62535

Phone Number: (217) 759-1704

E-mail Address: compliance@NGandW.com

Property Address: 1401 HICKORY POINT DR FORSYTH, PIN #: 07-07-22-277-003

Legal Description of the Property:

The property is currently operating as a licensed adult use cannabis dispensary located in the Hickory Point Mall shopping center at an address commonly known as 1401 Hickory Point Dr., Forsyth, IL 62535

Zoning District: C-2: Commercial Service District

Existing use of the property:

The property is currently zoned for use as a state licensed adult-use cannabis dispensary.

Proposed use of the property (describe the special use):

Applicant will continue to operate under its current approved use for the premises, an adult use cannabis dispensary. Applicant proposes to amend its current use to: (1) add sales to medical patients; (2) add a drive through service pick up window to the existing drive through infrastructure; and (3) expand hours of operations to 1:00am

* Attach a dimensioned site plan or plat to depict the proposed special use and plan for the property.

Address the following items:

1. Economic effects on adjoining properties:

The requests submitted by Applicant, if approved, will increase the commercial activity and energy at the Dispensary location as well as the adjoining and adjacent commercial properties. This increase in commercial activity will tend to stimulate the local business community which tends to lead to and increase in job creation and sales tax collected.

2. Effects of such elements as noise, glare, odor, fumes, and vibration on adjoining properties:

None.

3. General compatibility with adjacent and other properties in the district:

Applicant presently operates an adult use cannabis dispensary at the location that has a demonstrated track record of general compatibility with the business community within the district. The amendments requested herein are merely supplementary to existing approved use, and thus all operations should remain generally compatible with all other properties in the district.

4. Effects of traffic generated by the proposed use:

Applicant anticipates that the amendments requested herein will NOT have a substantial impact on traffic flow and demands. The property is already designed to accommodate significant volume and demand, and has been meeting that demand since opening. The medical patient request is NOT expected to add significant demand to a marketplace that was converted to adult use many years ago. The drive through window requested will service pre-orders only. As a result the total transaction time is expected to be 3-5 minutes per transaction, which is commensurate with (if not faster than) an in store transaction. The increase in hours of operations should tend to decrease transaction frequency.

5. Relationship to the Comprehensive Land Use Plan:

The proposed amendments are consistent with the Comprehensive Land Use Plan.

6. Way the proposed special use fulfills requirements of Section 9.12 F Standards (attached document):

1. The proposed drive through window shall utilize existing drive through window infrastructure.
2. Any design modifications will be limited to those that tend to modernize and improve security components while remaining consistent with the Comprehensive Plan and architectural integrity of the surrounding business community.
3. All costs of security will continue to be covered by the Owner, and be no burden on the Village of Forsyth or City officials. The City will likely realize significant increases in tax generation as a result of the amendments requested.
4. The building use will continue to be retail in nature, which is not dissimilar from the majority of business in the Hickory Mall area.
5. Applicant currently operates pursuant to a special use permit which permits operations as a state licensed adult use cannabis dispensary in this location. The proposed amendments merely operate as supplements to the Owner's approved use for the location. The proposed amendments are not detrimental to public health, safety, morals, comfort, or general welfare.
6. The premises is situated within a retail shopping center that was constructed for high volumes. Present parking is more than sufficient to onboard registered medical patients in addition to adult use customers.
7. The premises will have a 24/7 security surveillance system, and security personnel on site during hours of operation.
8. Applicant shall comply with pre-existing, rigorous IDPR cannabis regulations in addition to local ordinances.

\$50.00 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: April Reed

Digitally signed by April Reed
Date: 2026.09.18 23:34:05 -05'00'

Date: 9/18/2026

For office use only

Date Received: _____

PZC Meeting Date: _____

Application Fee Paid: _____

Board Meeting Date: _____

Approved (Y/N): _____

Ordinance # _____

**INTERFORM**
ARCHITECTURE + DESIGN

1000 N. STATE ST. SUITE 100
CHICAGO, IL 60610
312.462.1234

ILLINOIS HEALTH & WELLNESS
BUD & RITA'S
1000 N. STATE ST. SUITE 100
CHICAGO, IL 60610
KEYPLAN

NO.	DATE	DESCRIPTION	STATUS
1	10/20/2023	SCHEMATIC	IN PROGRESS
2	10/20/2023	CONCEPT	IN PROGRESS
3	10/20/2023	PRELIMINARY	IN PROGRESS
4	10/20/2023	FINAL	IN PROGRESS
5	10/20/2023	CONSTRUCTION	IN PROGRESS
6	10/20/2023	OPERATION	IN PROGRESS
7	10/20/2023	MAINTENANCE	IN PROGRESS
8	10/20/2023	RENOVATION	IN PROGRESS
9	10/20/2023	DEMOLITION	IN PROGRESS
10	10/20/2023	RECONSTRUCTION	IN PROGRESS
11	10/20/2023	REPAIR	IN PROGRESS
12	10/20/2023	REMODEL	IN PROGRESS
13	10/20/2023	REDESIGN	IN PROGRESS
14	10/20/2023	RESTRUCTURE	IN PROGRESS
15	10/20/2023	REBUILD	IN PROGRESS
16	10/20/2023	RECONSTRUCT	IN PROGRESS
17	10/20/2023	RECONSTRUCT	IN PROGRESS
18	10/20/2023	RECONSTRUCT	IN PROGRESS
19	10/20/2023	RECONSTRUCT	IN PROGRESS
20	10/20/2023	RECONSTRUCT	IN PROGRESS
21	10/20/2023	RECONSTRUCT	IN PROGRESS
22	10/20/2023	RECONSTRUCT	IN PROGRESS
23	10/20/2023	RECONSTRUCT	IN PROGRESS
24	10/20/2023	RECONSTRUCT	IN PROGRESS
25	10/20/2023	RECONSTRUCT	IN PROGRESS
26	10/20/2023	RECONSTRUCT	IN PROGRESS
27	10/20/2023	RECONSTRUCT	IN PROGRESS
28	10/20/2023	RECONSTRUCT	IN PROGRESS
29	10/20/2023	RECONSTRUCT	IN PROGRESS
30	10/20/2023	RECONSTRUCT	IN PROGRESS
31	10/20/2023	RECONSTRUCT	IN PROGRESS
32	10/20/2023	RECONSTRUCT	IN PROGRESS
33	10/20/2023	RECONSTRUCT	IN PROGRESS
34	10/20/2023	RECONSTRUCT	IN PROGRESS
35	10/20/2023	RECONSTRUCT	IN PROGRESS
36	10/20/2023	RECONSTRUCT	IN PROGRESS
37	10/20/2023	RECONSTRUCT	IN PROGRESS
38	10/20/2023	RECONSTRUCT	IN PROGRESS
39	10/20/2023	RECONSTRUCT	IN PROGRESS
40	10/20/2023	RECONSTRUCT	IN PROGRESS
41	10/20/2023	RECONSTRUCT	IN PROGRESS
42	10/20/2023	RECONSTRUCT	IN PROGRESS
43	10/20/2023	RECONSTRUCT	IN PROGRESS
44	10/20/2023	RECONSTRUCT	IN PROGRESS
45	10/20/2023	RECONSTRUCT	IN PROGRESS
46	10/20/2023	RECONSTRUCT	IN PROGRESS
47	10/20/2023	RECONSTRUCT	IN PROGRESS
48	10/20/2023	RECONSTRUCT	IN PROGRESS
49	10/20/2023	RECONSTRUCT	IN PROGRESS
50	10/20/2023	RECONSTRUCT	IN PROGRESS
51	10/20/2023	RECONSTRUCT	IN PROGRESS
52	10/20/2023	RECONSTRUCT	IN PROGRESS
53	10/20/2023	RECONSTRUCT	IN PROGRESS
54	10/20/2023	RECONSTRUCT	IN PROGRESS
55	10/20/2023	RECONSTRUCT	IN PROGRESS
56	10/20/2023	RECONSTRUCT	IN PROGRESS
57	10/20/2023	RECONSTRUCT	IN PROGRESS
58	10/20/2023	RECONSTRUCT	IN PROGRESS
59	10/20/2023	RECONSTRUCT	IN PROGRESS
60	10/20/2023	RECONSTRUCT	IN PROGRESS
61	10/20/2023	RECONSTRUCT	IN PROGRESS
62	10/20/2023	RECONSTRUCT	IN PROGRESS
63	10/20/2023	RECONSTRUCT	IN PROGRESS
64	10/20/2023	RECONSTRUCT	IN PROGRESS
65	10/20/2023	RECONSTRUCT	IN PROGRESS
66	10/20/2023	RECONSTRUCT	IN PROGRESS
67	10/20/2023	RECONSTRUCT	IN PROGRESS
68	10/20/2023	RECONSTRUCT	IN PROGRESS
69	10/20/2023	RECONSTRUCT	IN PROGRESS
70	10/20/2023	RECONSTRUCT	IN PROGRESS
71	10/20/2023	RECONSTRUCT	IN PROGRESS
72	10/20/2023	RECONSTRUCT	IN PROGRESS
73	10/20/2023	RECONSTRUCT	IN PROGRESS
74	10/20/2023	RECONSTRUCT	IN PROGRESS
75	10/20/2023	RECONSTRUCT	IN PROGRESS
76	10/20/2023	RECONSTRUCT	IN PROGRESS
77	10/20/2023	RECONSTRUCT	IN PROGRESS
78	10/20/2023	RECONSTRUCT	IN PROGRESS
79	10/20/2023	RECONSTRUCT	IN PROGRESS
80	10/20/2023	RECONSTRUCT	IN PROGRESS
81	10/20/2023	RECONSTRUCT	IN PROGRESS
82	10/20/2023	RECONSTRUCT	IN PROGRESS
83	10/20/2023	RECONSTRUCT	IN PROGRESS
84	10/20/2023	RECONSTRUCT	IN PROGRESS
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88	10/20/2023	RECONSTRUCT	IN PROGRESS
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96	10/20/2023	RECONSTRUCT	IN PROGRESS
97	10/20/2023	RECONSTRUCT	IN PROGRESS
98	10/20/2023	RECONSTRUCT	IN PROGRESS
99	10/20/2023	RECONSTRUCT	IN PROGRESS
100	10/20/2023	RECONSTRUCT	IN PROGRESS



EAST ELEVATION



DRIVE THROUGH ENTRANCE



MAIN BUILDING ENTRANCE SOUTH



NORTHWEST CORNER



EXISTING LOADING AREA WEST



EXISTING DRIVE THROUGH WINDOW



**ILLINOIS HEALTH & WELLNESS
BUD & RITA'S**

BUD & BITA'S

1481 HICKORY POINT DRIVE
FOURTH FL. #1509

KEYPLAN

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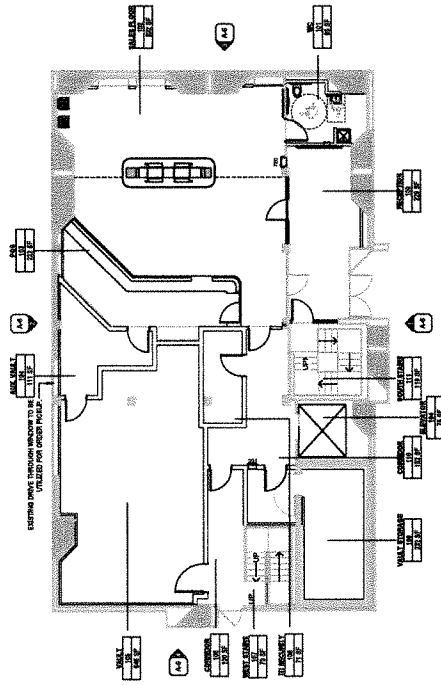
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PROJECT NO.	8403201

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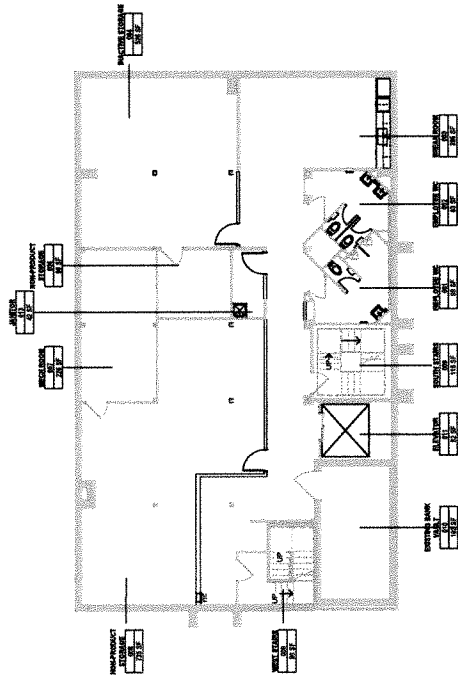
PROPOSED FLOOR PLANS

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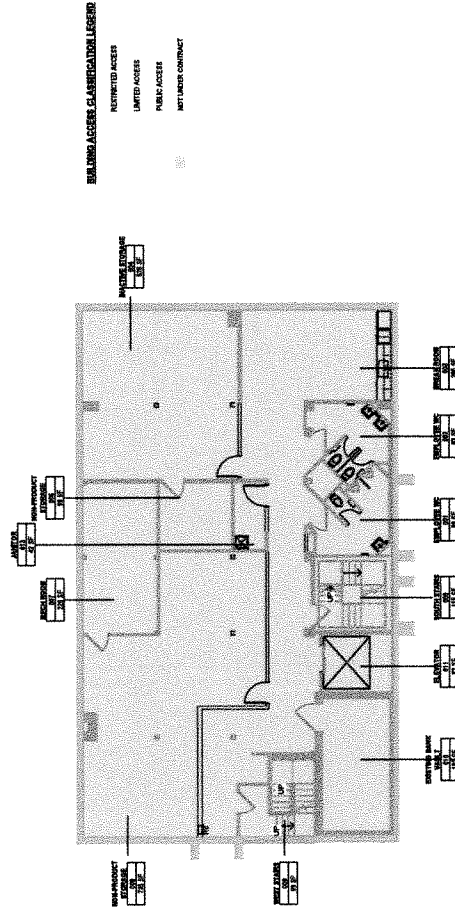
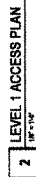
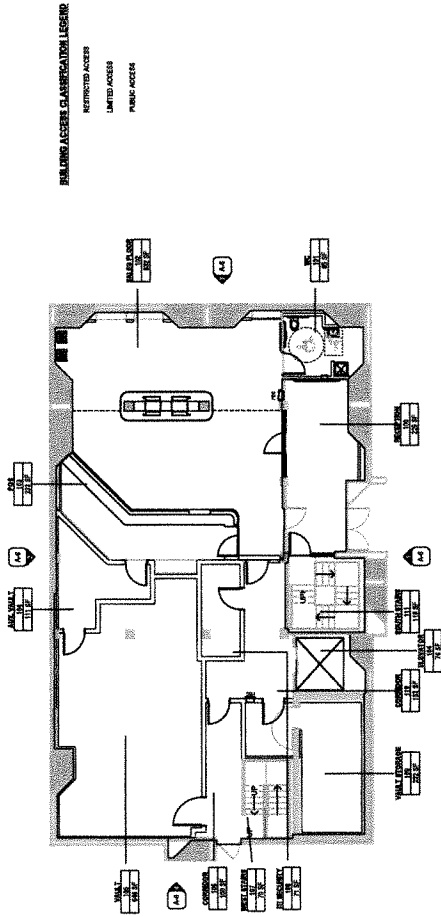


LEVEL 1 PROPOSED FLOOR PLAN



4 LOWER LEVEL PROPOSED FLOOR PLAN





Illinois Dispensary Operation & Management Practices Plan

(Adult Use and Medical Cannabis Dispensary)

Effective Immediately Upon Approval

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OPERATIONS PLAN

This Operations and Management Practices Plan has been developed to establish the policies, procedures, and controls necessary for the effective operation of a licensed cannabis dispensing organization. The purpose of this Plan is to ensure that all dispensary activities are conducted in accordance with applicable cannabis laws, administrative rules, and regulatory requirements while maintaining the highest standards of security, inventory control, patient and customer service, employee accountability, and public health and safety. This Plan serves as the operational framework for daily dispensary operations and provides clear direction for maintaining compliance with all licensing and operational requirements.

Hours of Operation

The Dispensary is open for a minimum of 35 hours per week, unless otherwise authorized and approved by the Department in writing. The Dispensary will sell cannabis and cannabis infused products to adult use purchasers, registered qualifying medical patient, provisional patients, designated caregivers, Opioid Alternative Pilot Program participants as indicated below.

DAY OF WEEK	HOURS OF OPERATION
Monday	8:00 AM– 10:00 PM
Tuesday	8:00 AM– 10:00 PM
Wednesday	8:00 AM– 10:00 PM
Thursday	8:00 AM– 10:00 PM
Friday	8:00 AM– 10:00 PM
Saturday	8:00 AM– 10:00 PM
Sunday	9:00 AM– 10:00 PM

Cannabis Destruction

The Dispensary has a set time of cannabis destruction weekly on Sundays at 2:00 pm.

Facility Access Controls

The dispensary consists of three areas that are under continuous monitoring through the dispensary's security surveillance. Security services are maintained in-house and are performed by trained dispensary personnel under the direct supervision of management. The dispensary does not utilize a third-party security service.

- Public Access Area

The public access area of the dispensary contains an entry foyer and a reception area. The public access areas of the dispensary is accessible to the general public, including adult-use purchasers who are 21 years of age or older, registered qualifying medical patient, provisional patients, designated caregivers, Opioid Alternative Pilot Program participants, vendors, service professional and visitors who have been authorized to enter the premises and IDFP and ISP.

This is where agent request/verify if an individual attempting to gain access to the dispensary to purchase cannabis products is an adult-use purchasers who is 21 years of age or older, registered qualifying medical patient, provisional patient, designated caregivers, or Opioid Alternative Pilot Program participant.

- Limited Access Area

The limited access area of the dispensary is where cannabis sales take place. There is a locked door separating the limited access area from the public access area. Access to the limited access area is limited to adult use purchasers, registered qualifying patients, designated caregivers, provisional patients, and Opioid Alternative Pilot Program participants with valid and verified identification credentials. Owners, agents, service professionals conducting business with the dispensary, IDFP and ISP are also permitted to access the limited access area.

- Restricted Access Area

The restricted access area of the dispensary is where the IT closet is located, cash is counted/ stored, and where cannabis is stored, sold or processed for sale, accepted or destroyed. There is a locked door or barrier separating the limited access area from the restricted access areas. Access to the limited access area is limited to agents, owners, ISP, IDOA and service professional

Service Professionals, Visitors and Emergency Responders Access

The dispensary will follow the processes listed below when a service professional, visitor or emergency responder

- Visitor Access

Department approval must be obtained for all visitors access. Visitors must present valid government-issued ID, sign in and sign out in the visitor log, and wear a visitor badge while on dispensary premises. A visitor must be escorted by a dispensary employee for the entire duration of their visit.

- Emergency Responder Access

Emergency responders, including law enforcement, fire department personnel, emergency medical services (EMS), and other authorized public safety officials, immediate access to the facility when responding to an emergency, public safety or life-safety incident. The visitor log is not required to be completed before emergency responders are permitted to access the dispensary. Notification will be provided to IDPFR and ISP within a reasonable time after the incident.

- Service Professional and the Approved Vendor List.

The General Manager or their designee is responsible for submitting the approved vendor list to the Department for all service professional who will work at the dispensary for approval. The list will include the name of the service professional, phone number, address, and a description of the type of business or service provided by the service professional.

Changes to the approved vendor list shall be provided to the Department within five (5) calendar days after any changes are made. No service professional shall work in the dispensary until the individual's name is provided to the Department on the approved vendor list and the Department confirms approval. A dispensing organization may permit a service professional who is not otherwise on the approved vendor list in the event of an emergency and after a good faith attempt to obtain the Department's pre-approval. In an emergency, the dispensing organization shall inform the Department as soon as possible of the event and the service professional's role. Examples of service professionals include, but are not limited to, cannabis transporters, IT professionals, security professionals, cleaning services, and other individuals whose work requires them to be within the actual dispensary.

Opening and Closing Procedures

To ensure the security, accountability, and regulatory compliance of all dispensary operations, the dispensary shall maintain documented opening and closing procedures that govern facility access, security systems, cash management, inventory controls, and operational readiness. There

will be at least two employees present for opening and closing activities and at least one of the employees will be an AIC.

- Opening Procedure

Prior to opening for business, the AIC on duty will conduct a comprehensive inspection of the facility to verify the security and operational readiness of the dispensary. Opening procedures will include but is not limited to:

1. Inventory Counting/Verification. Responsible for ensuring all discrepancies identified during closing activities are documented and addressed in accordance with dispensary policies and regulatory requirements.
2. Counting cash
3. Verification of alarm and surveillance system functionality
4. Review of overnight notifications or incidents
5. POS Preparation
6. Moving the day's inventory from the vault day storage area
7. Ensuring all required operational areas are clean, secure, and prepared for business operations.

- Closing Procedure

At the close of business, the AIC on duty is responsible for:

1. Moving all inventory in the day storage area to the vault.
2. Inventory Counting/Verification. Responsible for ensuring all discrepancies identified during closing activities are documented and addressed in accordance with dispensary policies and regulatory requirements.
3. Remove all cash from the POS and ensure cash is counted
4. Checking to ensure all entrances and exits are located and secure.
5. Ensuring security and alarm systems are working properly.
6. Verify that the alarm system has been successfully armed prior to departing the premises.

The Dispensing Process

Agents will dispense cannabis and cannabis-infused products in accordance with the Act and applicable cannabis regulations.

- Eligible Purchasers

The dispensary may dispense cannabis products to the following individuals:

1. Adult use purchasers who are twenty-one (21) years of age or older and present a valid government-issued photo identification. Must present a valid government-issued ID.
2. Registered Qualifying Medical Cannabis Patients. Must present a valid government-issued ID and their department-issued medical card.
3. Registered Provisional Medical Cannabis Patients. Must present a valid government-issued ID and their department-issued medical card.
4. Designated Caregivers acting on behalf of a registered qualifying patient. Must present a valid

government-issued ID and their department-issued medical card.

5. Opioid Alternative Pilot Program (OAPP) Participants authorized under Illinois law. Must present a valid government-issued ID and their certification.

- Medical Patient and Caregiver Priority Access

Registered qualifying patient, provisional patient, designated caregiver, or Opioid Alternative Pilot Program participant arrives at the dispensary will be given priority access to dispensing services over adult use purchasers.

Possession Limits

- Possession Limits Under the Medical Program

Registered qualifying medical patient, provisional patients, designated caregivers, Opioid Alternative Pilot Program participants may purchase 2.5 ounces of cannabis per 14-day period

- Illinois Residents - Adult Use Purchaser Possession Limit

An Illinois resident who is 21 years of age or older may purchase and possess:

1. Up to 60 grams of cannabis flower;
2. Up to 10 grams of cannabis concentrate; and
3. Cannabis-infused products containing no more than 1,000 milligrams of THC.

The possession limits are considered cumulative.

- Non-Illinois Resident - Adult Use Purchasers

A non-resident who is 21 years of age or older may purchase and possess:

1. Up to 30 grams of cannabis flower;
2. Up to 5 grams of cannabis concentrate; and
3. Cannabis-infused products containing no more than 500 milligrams of THC.

The possession limits are considered cumulative.

- Access to Limited Access Area.

Upon completing the above verification steps, the individual will be permitted to access the limited access areas to purchase cannabis products.

- Product Selection and Inventory Verification

Agents will assist adult-use purchasers who are 21 years of age or older, registered qualifying medical patient, provisional patients, designated caregivers, Opioid Alternative Pilot Program participants, with product selection and provide educational information regarding product types, cannabinoid content, methods of administration, and safe consumption practices as permitted by Illinois law.

- Completing Sales Transactions

The dispensary agent shall process all transactions through the state-approved point-of-sale and inventory tracking systems.

- Finalizing Medical Transactions

1. After order placement, the registered qualifying patient, provisional patient, designated caregiver, or Opioid Alternative Pilot Program participant will go to the next available POS.
2. The Agent will request to see the individual's government issued ID and Medical Cannabis Registry Card for a second verification. The Agent will verify that the individual is active in the state registry system and verify the available purchasing allotment amount.
3. The Agent will scan the products and look at the POS screen to verify that each product is scanning accurately.
4. Upon completion of product scanning, the Agent will review the patient's remaining allotment and verify that the total amount of cannabis being purchased represented DOES NOT exceed the available purchasing allotment amount. The Agent will not continue the transaction if the current transaction exceeds the available allotment amount.
5. After confirming that the transaction aligns with the patient's available allotment, the Agent will complete the sales transaction and compare the printed receipt to the purchased products.
6. The Agent will place the medical cannabis patient label to all purchased cannabis products for medical transactions ONLY. The label should be affixed in a location that does not obstruct any existing product labeling or required regulatory information whenever possible. The label must read as follows:

CAUTION: FEDERAL LAW PROHIBITS THE TRANSFER OF THIS DRUG TO ANY PERSON OTHER THAN THE PATIENT FOR WHOM IT WAS PRESCRIBED. PRECAUCION: LA LEY FEDERAL PROHIBE EL TRANSFERIR DE ESTA DROGA A OTRA PERSONA QUE NO SEA EL PACIENTE PARA QUIEN FUE RECETADA.

7. The registered qualifying patient, provisional patient, designated caregiver, or Opioid Alternative Pilot Program participant will exit the dispensary upon completion of their purchase.

- Finalizing Adult Use Purchaser Transaction

1. After order placement, the adult use purchaser will go to the next available POS.
2. The Agent will request to see the adult use purchaser government issued ID for a second verification.
3. The Agent will scan the products and look at the POS screen to verify that each product is scanning accurately.
4. Upon completion of product scanning, the Agent will review the transaction to verify that the total amount of cannabis being purchased DOES NOT exceed the allowable allotment about based on whether or not the adult use purchaser is an Illinois or non-Illinois resident. The Agent will not continue the transaction if the current transaction exceeds the allotment amount.
5. After confirming that the transaction aligns allowable allotment, the Agent will complete the sales transaction and compare the printed receipt to the purchased products.
6. The adult use purchaser will exit the dispensary upon completion of their purchase.

- Point of Sale Records

The dispensary's POS records will capture:

1. The agent's registry identification number

2. Agents registry identification number
3. The amount, type and strain of cannabis dispensed
4. The unique serial code number on the product
5. A denied sale
6. The date and time the cannabis was dispensed

Curbside Operations

- General Requirements

1. Curbside pickup services are available to adult use purchasers, registered qualifying patient, provisional patient, designated caregiver, or Opioid Alternative Pilot Program participant customers who place and submit their orders through the dispensary's online ordering system. All dispensing processes will be followed.
2. All curbside sales will be conducted in the designated curbside pickup area locations only.
3. The shift lead/store manager is responsible for ensuring that all cameras covering the curbside pickup location are online and recording.

- Curbside Order Fulfillment

The curbside fulfillment agents will be responsible for filling the curbside pick order placed online and for checking the products pulled against the sales receipt before closing/stapling the exit bag for the curbside up.

- Curbside Order Transactions

1. Customers will park in the designated curbside pickup parking spots.
2. The curbside pickup agent will exit the building with their tablet in hand to pull up the customers' information or notify the fulfillment team over the portable radio that a customer is onsite for a pickup order.
3. Curbside pickup agent will only handle one curbside pickup order transaction at a time to prevent over-dispensing or transaction issues.
4. Curbside pickup agent will ask for the individuals government issued photo ID or medical card (if applicable) for scanning and to pull up the customer's order.
5. Upon locating the online order, the curbside pickup agent will review the online order with the customer.
6. Upon confirmation that the order is accurate, the curbside pickup agent will: (i) accept the customers method of payment; (ii) retrieve the customers' online order; (iii) check the name of the exit bag to the customer's name to ensure the agent is grabbing the correct exit bag; (iv) take the order to the customer upon confirmation.

Drive Through Operations

- Arrival

Direct the vehicle to the designated verification point. The customer remains in the vehicle unless emergency procedures require otherwise.

- Identity verification

Obtain and examine valid government-issued identification. Verify photograph, date of birth, expiration, and signs of alteration. For a medical transaction, verify required medical credentials and

eligibility. If the transaction involves a registered medical cannabis patient, check the state system to verify patient allotment

- Order confirmation

Confirm the customer's name or the registered medical cannabis patients, order contents, requested transaction type, purchase eligibility, and applicable limits before finalizing the sale.

- Payment

Process payment using approved methods and within camera view. Document voids, refunds, or discrepancies under company policy.

- Inventory and POS

Scan each product, complete the POS transaction, and make all required state seed-to-sale entries before transfer.

- Final verification and handoff

Match the packaged order to the receipt, reconfirm the customer, complete payment, and transfer the sealed order through the approved secure window or transfer device.

- Completion

Provide the receipt and required consumer information. Direct the vehicle to exit without remaining or consuming cannabis on the premises.

- Multiple Purchasers in a Vehicle

More than person may be present in a vehicle if each person: (1) independently meets age requirements; (2) presents valid identification and/or medical card; (3) remains within their legal purchase limits and (4) completes a separate transaction

Agents must:

1. Verify the eligibility of each person individually.
2. Scan or review each ID.
3. Ensure transactions are recorded under the correct individual.
4. Verify legal possession limits are not exceeded.

- Prohibited Transactions

Agents must not:

1. Allow one person to purchase on behalf of another person, unless the person is a designated caregiver who presents a valid medical card
2. Complete transactions for unidentified occupants.
3. Permit an individual to use another person's identification.
4. Allow a passenger to receive cannabis products if they have not been individually verified.

- Persons Under 21 in Vehicles During Cannabis Transactions

The dispensary strictly prohibits minors and any person under age 21 from being present in a vehicle while a cannabis transaction is being conducted. Services will be refused and no cannabis products will be dispensed. This rule does not apply to registered medical cannabis patients who are under age 21 or registered medical cannabis patients who are minors and accompanied by their IDFPR approved caregiver. Agents must verify the identification and registry credentials and allotment amounts. Products will only be released to the authorized caregiver.

Recordkeeping Practices

The dispensary will maintain its records electronically for 3 years and such records will be made available for inspection by the Department upon request. Required written records include, but are not limited to, the following:

1. Operating procedures
2. Inventory records, policies, and procedures
3. Security records
4. Audit records
5. Staff training plans and completion documentation
6. Staffing plan
7. Business records, including but not limited to: (i) assets and liabilities; (ii) Monetary transactions; and (iii) Written or electronic accounts, including bank statements, journals, ledgers, and supporting documents, agreements, checks, invoices, receipts, and vouchers; and (iv) any other financial accounts reasonably related to the dispensary operations.

Records will be maintained at the dispensary expense for at least 3 years in a form and location in Illinois acceptable to the Department when the dispensary closes due to insolvency, revocation, bankruptcy, or for any other reason. Records will be maintained longer if requested by the Department. The dispensary will notify the Department of the location where the dispensary records are stored or transferred.

Inventory Operations

The Agent in Charge will obtain reports from Company's point-of-sale system and print out the end-of-day audit form from each cannabis category of items available for sale at the dispensary. This end of day audit sheet will be marked to identify the bar-coded product was checked and verified as the actual amount of cannabis product on-hand at the time of the closing audit.

Bulk Audits (as applicable per dispensary location)

The General Manager and District Manager are responsible for ensuring that the following bulk inventory process is implemented and followed if the dispensary is utilizes the bulk inventory counting method onsite.

- All bulk inventory will be sealed in a container, or packaging shrink wrap.
 - If the packaging of bulk cannabis inventory becomes torn or tampered with, the inventory must be recounted and resealed before the completion of the next daily physical count.
- All sealed bulk inventory shall be counted once every 30 days.
 - Bulk cannabis inventory will be counted by physically removing each item from the sealed containers, counting each item, and checking the expiration date.
 - Expired products will be destroyed according to the waste disposal process.
- Bulk cannabis inventory must be resealed and labeled with the last date it was counted.

Receiving Product

Dispensary Organization only accepts cannabis and cannabis-infused products from state-licensed facilities. All deliveries are scheduled and supervised by the agent-in-charge. Deliveries are only accepted via the restricted access area, unless otherwise approved by IDFPR. The door is locked at all times and only accessible with an authorized agent's key card. When products are delivered to Dispensary Organization, the agent-in-charge performs the following steps:

- Alert a security guard and the agent-in-charge assigned to monitor deliveries. A security guard or agent-in-charge must be present during the entire delivery process.
- Open the container in the vault room in full view of delivery agent and surveillance camera. On some deliveries only the receiving agent-in-charge will be permitted to open the locked transport container; the delivery agents will not have a key.
- Compare the products with the travel manifest and all testing verifying documentation for batch and either sign to confirm receipt, or reject the delivery.
- Login to the Inventory Control module using a unique username and password.
- Record the delivery manifest.
- Visually check the labels and barcodes on each item received.
- Visually confirm use by dates, label accuracy to match product gram weight, listing of Dispensary Organization on each label, visually confirm each package is sealed with a tamper evident seal.
- If there are no barcodes or they are not compatible with Company's point-of-sale system, print barcodes and affix them to the product packaging.
- A description of each acquired product including the quantity, strain, variety and batch number.
- The name and registry identification number of the registered cultivation facility providing the cannabis and cannabis products.
- The name and registry identification number of the agent from the registered cultivation facility delivering the cannabis.
- The name and registry identification number of the agent-in-charge receiving the cannabis.
- The date of acquisition.
- The inventory control module of the software platform reconciles the items received with the details on the travel manifest.
- If there is a discrepancy, determine the source. Take corrective actions including rescanning the items and contacting the cultivation facility. Document all corrective actions.
- If the source of the discrepancy cannot be determined, report it to the Division within 24 hours after the discovery. Document all actions taken.
- If the discrepancy is due to criminal activity, notify the Division and the Illinois State Police who may contact local law enforcement.
- Log out of the Inventory Control module.

Moving Inventory

During business hours, inventory will be located either in a locked, secure display case in the dispensary room or the day vault in the vault room. During closing, all inventory is moved to the safe in the vault room.

Product Recall

Every product in inventory is recorded in Company's point-of-sale system and State Traceability Metrc and can be traced by batch number. In the event of a recall, the agent-in-charge uses Company's point-of-sale system and Metrc to identify products remaining in inventory and every purchase of the recalled product.

The agent-in-charge takes the following actions:

1. Login to the Inventory Control module of Company's point-of-sale system using a unique username and password.
2. Record the reason for the recall. Company's point-of-sale system identifies all products resulting from the recalled batch of cannabis and all qualifying purchasers who purchased the products.
3. Contact the cultivation facility that produced the cannabis.
4. Attempt to contact purchasers and if necessary, make this notification through local media.
5. Communicate with the Division, DOA and DPH within 24 hours.
6. Dispose of the cannabis or cannabis-infused products according to Dispensary Organization's disposal procedures

Recall of cannabis or cannabis-derived products

Cannabis and cannabis derived products that present a reasonable, or a remote Probability, that use of or exposure to the product will cause serious adverse health consequences will not be sold and are subject to be recalled. All recalled cannabis products will be disposed of by the dispensing organization.

1. The dispensary will contact all known persons who have, or likely have, obtained a recalled product from the dispensary. The communication will include information on the policy for return of the recalled product if still in the possession of the purchaser;
2. The cultivation center or vendor that manufactured the cannabis will be notified of the recalled product;
3. The dispensary will notify the IDFPR, IDOA and IDPH within 24 hours; and
4. Outreach via local media outlets, as necessary and appropriate if needed.

Loss or Theft of Cannabis

1. If there is a discrepancy, determine the cause. Some discrepancies can be accounted for and will have been documented in the point-of-sale system. If the discrepancy is not due to a documented cause, take corrective actions including rescanning the items. Document all corrective actions and report the loss to the Division within 24 hours of the discovery.
2. If the discrepancy is due to criminal activity, notify the Division and the Illinois State Police who may contact local law enforcement.

Any principal officer or agent of the dispensary organization shall promptly document and report any loss or theft of cannabis from the dispensary to the appropriate Illinois State Police district. The dispensing organization shall promptly make the report to the Division by phone, and in writing deposited in the U.S. mail, postage prepaid, within 24 hours after having reasonable cause to believe that cannabis has been lost or stolen from the dispensary or of the discovery of loss or theft.

If there is an increase not due to documented causes, determine the cause. If necessary, take corrective actions including rescanning the items. Document all corrective actions and report the loss to the Division within 24 hours of the discovery. Ensure that all cannabis and cannabis-infused products are returned to the locked vault. Log out of the inventory control module.

Facility Cleaning

The facility is cleaned regularly. The agent-in-charge is responsible for writing, posting and enforcing cleaning schedules. Scheduled tasks for employees may be performed monthly, weekly or as part of daily opening and closing procedures. Some tasks, such as cleaning display windows, are performed periodically throughout the day and do not require scheduling.

Daily tasks include:

- Cleaning the restrooms
- Cleaning the break room
- Sweeping or vacuuming the floors
- Tidying and dusting the entry foyer and reception areas
- Tidying and dusting the dispensary retail room

Employee Personal Hygiene

Employees are required to adhere to the following personal hygiene standards: Wash hands after any of the following activities:

- using the bathroom
- handling money
- sneezing, coughing or scratching
- returning from a break
- handling chemicals
- handling waste or garbage
- handwashing
- Keep fingernails trimmed.
- Wear clean clothing.

Do not report to work when sick. Employees are prohibited from direct contact with any products until the agent-in-charge determines that the employee's condition no longer poses a threat to the safety or quality of the products.

Waste Destruction

Cannabis Waste Destruction Storage Area

The cannabis waste storage area is a secure and locked area within the dispensary. The cannabis waste destruction area is managed in compliance with the ACT, rules and Company's standard operating procedures. Access is limited to badged dispensary agents, IDPFR, ISP approved service personnel

Metrc Seed-to-Sale System

All cannabis waste and unusable products will be weighed, recorded and entered into the Metrc seed-to-sale system by the AIC performing/supervising the waste destruction process or agents under the supervision of the AIC prior rendering such cannabis waste and unusable products unusable.

Cannabis Waste Destruction Time and Day

The Dispensary has a set time of cannabis destruction weekly on Sundays at 2:00 pm.

Changes to The Weekly Waste Destruction Time/Day

- Permanent Changes

The AIC on duty must notify their DM and the NGW Compliance Department immediately if there is any change in their waste destruction date and time.

Any permanent changes to a dispensary's waste destruction date/time must be approved by the assigned DM before the request is submitted to the NGW Compliance Department for submission to IDFPR. Any change in the day and time must be communicated to the IDFPR and ISP at least three (3) business days before the requested date/time change.

- Temporary Changes

The AIC on duty must notify their DM and the NGW Compliance Department immediately if the dispensary will not be able to conduct a waste destruction on their schedule date/time or start the waste destruction at their schedule waste destruction time.

If the delay is more than five (5) minutes, the dispensary is not permitted to continue with the waste destruction process. The NGW Compliance department will have to reach out to IDFPR/ISP and obtain approval for a temporary date/time change for the dispensary to complete the waste destruction process.

Examples of Cannabis Waste Generated

See the below examples of waste generated by dispensaries (note this is not an all-inclusive list of the types of waste generated by a dispensary):

Waste Type	Examples
Expired Products	Cannabis flower, edibles, concentrates past expiration
Damaged Products	Broken vape cartridges, leaking oils
Contaminated Products	Products exposed to unsanitary conditions
Returns	Customer returns requiring destruction
Packaging Waste	Containers with residual cannabis

The allowable method to render cannabis waste unusable is by grinding and incorporating the cannabis waste with other ground materials so the resulting mixture is at least 50% non-cannabis waste by volume. The approved material for rendering cannabis waste unusable is kitty litter (until destruction method phase out) o. All other materials must be approved by the DM, NGW Compliance Department and the IDFPR/ISP before implementation

Cannabis Waste Destruction Log

The AIC performing or supervising the waste destruction process is responsible for ensuring that the Cannabis Waste Destruction Log includes the following information and the information is recorded in the log accurately.

1. Name of Agents depositing the waste
2. Date of waste deposit
3. Time of waste deposit
4. Description of cannabis waste being deposited
5. Weight of cannabis waste being deposited

Destruction of Cannabis and Cannabis Infused Products

Cannabis and Cannabis-Infused Products will be destroyed and rendered unusable following the destruction and disposal methods set forth below: Dispensary Agents will wear the appropriate PPE during the destruction process.

Flower

- The flower product will be weighed, and the weight will be recorded before the destruction process begins.
- Flower products will be destroyed and rendered unusable through a combination of grinding and mixing with kitty litter (until destruction method phase out).
- Flower will be grounded with kitty litter (until destruction method phase out) so the resulting mixture is at least 50% of non-cannabis waste by volume. The mixture will be placed in a sealable bag or container, and disposed of.
- Waste will be placed in a garbage container on the premises.

Solid Cannabis Infused Edible Products

- Solid cannabis-infused edible products will be weighed, and the weight will be recorded before the destruction process begins.
- Solid cannabis-infused edible products will be destroyed and rendered unusable through a combination of grinding and mixing with kitty litter (until destruction method phase out) or melting and mixing with kitty litter (until destruction method phase out).
- Solid cannabis-infused edible products will be broken down for mixture by grinding the cannabis product using a blender, breaking with a hammer, or by melting in a microwave (if available).
- Once broken down, the Solid cannabis-infused edible product will be mixed with kitty litter (until destruction method phase out) so the resulting mixture is at least 50% of non-cannabis waste by volume. The mixture will be placed in a sealable bag or container, and disposed of.
- Waste will be placed in a locked garbage container on the premises.

Liquid Cannabis Infused Edible Products

- The liquid cannabis-infused edible product will be weighed, and the weight will be recorded before the destruction process begins.
- Liquid cannabis-infused edible products will be destroyed and rendered unusable through a combination of grinding and mixing with kitty litter (until destruction method phase out).

- The liquid cannabis-infused edible product will be mixed with vinegar or other similar mixture equal to the weight of the liquid cannabis-infused edible product. This mixture will be placed in a sealable bag or container, and disposed of.
- Waste will be placed in a locked garbage container on the premises.

Cartridges and Pens (Hardware)

- The cartridge or pen will be weighed, and the weight will be recorded before the destruction process begins.
- Cartridges and pens will be destroyed and rendered unusable by physically destroying the hardware of the device or cartridge and mixing it with kitty.
- The cartridge or pen will be mixed with vinegar or other similar mixture equal to the weight of the liquid cannabis-infused edible product.
- The resulting mixture will be added to a bag that contains kitty litter (until destruction method phase out) so the resulting mixture is at least 50% of non-cannabis waste by volume.
- This mixture will be placed in a sealable bag or container and disposed.

Vape Pens with Lithium Batteries

- The lithium battery must be removed from the vape pen prior to the attempted destruction of this cannabis type product. IMPORANT: Impact to a lithium battery may cause the device to ignite. Never strike or attempt to crush a lithium battery product.
- The vape pen will be weighed, and the weight will be recorded before the destruction process begins.
- Vape pens will be destroyed and rendered unusable by physically destroying the hardware of the device or cartridge and mixing it with kitty litter (until destruction method phase out).
- The vape will be mixed with vinegar or other similar mixture equal to the weight of the liquid cannabis-infused edible product.
- The resulting mixture will be added to a bag that contains kitty litter (until destruction method phase out) so the resulting mixture is at least 50% of non-cannabis waste by volume.
- This mixture will be placed in a sealable bag or container and disposed.

Cartridges and Pens (No Hardware)

- Agents will wear the appropriate PPE during the destruction process.
- The cartridge or pen will be weighed, and the weight will be recorded before the destruction process begins.
- Cartridges and pens will be destroyed and rendered unusable by mixing with kitty litter (until destruction method phase out). The cartridge or pen will be mixed with vinegar or other similar mixture equal to the weight of the liquid cannabis-infused edible product so the resulting mixture is at least 50% of non-cannabis waste by volume. The mixture will be placed in a sealable bag or container, and disposed of. Waste will be placed in a locked garbage container on the premises.

Patches

- Patches will be weighed, and the weight will be recorded before the destruction process begins.
- Patches will be destroyed and rendered unusable by physically destroying the patch and mixing.

- Patches will be cut into pieces no bigger than ¼” x ¼” and mixed in with an inert material (such as cat litter, dirt, sand, etc.).
- Patches will be mixed with vinegar, cleaner, or other similar mixture equal to the weight of the liquid cannabis-infused edible product. The resulting mixture will be added to a bag that contains kitty litter (until destruction method phase out), so the resulting mixture is at least 50% of non-cannabis waste by volume. The mixture will be placed in a sealable bag or container and disposed of.
- Waste will be placed in a garbage container on the premises.

Topicals

- Topicals will be weighed, and the weight will be recorded before the destruction process begins.
- Topical will be destroyed and rendered unusable by mixing with kitty litter (until destruction method phase out).
- The product will be scooped with a utensil or otherwise expressed from their container into a plastic bag, ensuring no contact with the topical product is made by the agent performing the destruction.
- The resulting mixture will be added to a bag that contains kitty litter (until destruction method phase out), so the resulting mixture is at least 50% of non-cannabis waste by volume. The mixture will be placed in a sealable bag or container and disposed of.
- Waste will be placed in a garbage container on the premises.

Recordkeeping

Electronic documentation of destruction and disposal shall be maintained for a period of at least five (5) years.

STAFFING PLAN

Hiring, training and retaining qualified and conscientious employees is a top priority for the dispensing organization. The dispensing organization will utilize full-time employees who are paid a living wage wherever possible and part time as well. Employees will be paid at least to the standard of a living wage, as determined guidelines shared by the Massachusetts Institute of Technology.

Professionalism in the workplace is a requirement for all employees. The dress, demeanor and conversation of all managers and employees will command respect if conducted in a manner demonstrating total professionalism. The golden rule of treating others as you would like to be treated applies to all co-workers and purchasers. Maintaining economical and efficient work habits will prevent wasted time and materials. We will accomplish this by performance reviews and round table discussions between staff members and management to facilitate new ideas.

Consultants may be utilized when approved by the board of managers. All consultants who will work on-site at the facility must register with the Division. All consulting contracts must contain suitability provisions and require compliance with all applicable laws and regulations.

Consultants may be used:

- When the staff does not possess the necessary qualifications for necessary operations;
- Where third-party services are desired for separation of duties (i.e. accounting, audit and

compliance)

- If the position does not call for a FTE but requires a specific skill set
- During the period a necessary position is vacant; or for any other reason deemed acceptable by the Executive Management Team.

Hiring

The dispensary manager recruits and hires all necessary staff. The acquisition process may vary depending on the vacant position and any special circumstances including board approval for a direct non-solicited hire.

The Dispensary Manager and directors will comply with all EEOC guidelines when managing personnel issues. No applicant policies or practices may discriminate based on or conflict with laws regarding:

- Race
- Height & Weight
- Credit Rating or Economic Status
- Religious Affiliation or Beliefs
- Citizenship
- Marital Status, Number of Children
- Gender
- Arrest & Conviction
- Security/Background Checks for Certain Religious or Ethnic Groups
- Disability
- Medical Questions & Examinations

The acquisition process is managed by the agent in charge and typically involves the following:

- Identification of need
- Job classification and job description preparation
- Solicitation of the vacant position utilizing the methods that best fit the position including, but not limited to:
 - Internal posting
 - Partner posting (consultants, non-profit partners, vendors, etc.)
 - External posting
 - Temporary staffing agency
 - Executive search firm
- Reviewing resumes and required job applications for qualified candidates including those with relevant experience and those with complementary skills and a strong potential for growth.
- Performing and recording in the Job Candidate Log reference checks on qualified

candidates including:

- Verification of address and education.
- Verification of former and current employment.
- Recording of information from former supervisors on the candidate's performance if available.
- Scheduling first interviews with the human resource manager
- Scheduling second interviews (for strong candidates) with the general manager and the direct supervisor
- Delivery of an offer letter to the first-choice candidate (as determined by the human resources manager).
- Performing a criminal background check on the selected candidate to determine eligibility for Division registration and to identify any other possible disqualifying items
- Application to Division for registration
- New hire orientation and training upon successful registration
- Completion of the probationary period

Licensing

All principal officers and employees are considered agents and are required to obtain an agent identification card which must be displayed at all times while the agent is at the dispensary.

Agent identification cards can only be requested by the principal officers and Agents in Charge for the dispensing organization.

The Division provides an agent registration application form which requires the following:

- The name of the dispensing organization employing the agent, and the address of the dispensary
- A full set of fingerprints submitted to the Illinois State Police
- A copy of the applicant's valid driver's license or State issued identification
- An electronic picture of applicant
- A document verifying the applicant's place of residency, such as a bank statement, cancelled check, insurance policy, etc. The document must contain the applicant's full residence address;
- A sworn statement that the applicant has not been convicted of an excluded offense in any jurisdiction;
- The applicant's social security number;
- The registration fee; and
- Any additional information requested by the Division in the verification process.
- At least 30 days prior to the expiration of an agent identification card, the agent-in-charge will request that the Division renew the annual agent identification card, including any information requested by the Division, and authorize ISP to conduct a criminal background check.

- When an agent is no longer employed by Dispensary Organization, the company will reclaim his or her agent identification card and return it to the Division.

The Division may revoke an agent identification card for any of the following reasons:

- Submission of misleading, incorrect, false or fraudulent information in the application or renewal application
- Violation of the requirements of the Act
- Fraudulent use of the agent identification card
- Selling, distributing, transferring in any manner, or giving cannabis to any unauthorized person
- Tampering with, falsifying, altering, modifying or duplicating an agent identification card
- Failure to notify the Division within five business days after becoming aware that the agent identification card has been lost, stolen or destroyed
- Failure to notify the Division within five business days after a change in the information provided in the application for an agent identification card or renewal
- Conviction of an excluded offense following the issuance of an agent identification card.

Training

All dispensary agents receive extensive training and ongoing educational opportunities. Agents are required to read the Operation and Management Practices Plan and participate in formal, on-the-job training. In addition to initial training, all dispensary employees must attend a minimum of eight hours of training per annum.

Training topics include:

- **Purchaser confidentiality:** The dispensary organization is committed to adhering to the confidentiality of information. Agents who violate confidentiality will be terminated immediately.
- **Purchaser Assistance Training:** Agents must have a degree of understanding of the Illinois law and products that are for sale.
- **The legal requirement for maintaining status as an agent:** Agents are required to obtain an agent identification card in order to comply with the Operation and Management Practices Plan, the Act, and 68 Ill. Adm. Code Part 1290.
- **Security Procedures:** Agents are thoroughly trained in the use of the security keycards and the electronic, access-controlled doors; the locations of surveillance cameras; opening and closing procedures; Illinois' security regulations; the locations of silent alarms; procedures regarding restricted and limited access areas. More details regarding Dispensary Organization's security procedures can be found in a separate security manual.
- **Emergency Response:** Agents must be knowledgeable about Dispensary Organization's emergency response plan for crises that could affect the security or operation of the dispensary in the event of strike, fire, flood or other natural disaster, or other situations of local, State or national emergency. Agents are expected to know the locations of all the hardwired, emergency-police call devices; the locations of the phone lists with all the emergency-response numbers, including fire, law enforcement, and the executive team;

the proper use of their wireless, portable emergency police fob transmitters which can be either belt-clipped or carried by means of a lanyard.

- **Inventory Control System:** Agents must be familiar with the inventory control system and how it tracks the flow of cannabis and cannabis infused products through the dispensary; the proper protocols to follow if there is a discrepancy; protocols for disposing of damaged cannabis and cannabis-infused products; and how to record new inventory
- **Electronic Verification Procedures:** Agents are expected to follow Dispensary Organization's procedures for checking the credentials of qualifying purchasers, especially how to refuse purchasers who would be exceeding the daily limit. Dispensary Agents will be trained to prevent "looping".

Employee manual and general training

Employees will be thoroughly trained on all aspects of the dispensing organizations policies and procedures. Every 12 months, at a minimum, the dispensary director will review and update the manual to ensure that it is accurate and complete.

Responsible Vendor Training

All dispensary agents will complete a course in dispensary agent training within 90 days of employment. This dispensary agent training is mandatory and must be completed by using an authorized responsible vendor listed on the IDFPR Responsible Vendor list. Dispensary agents completing the responsible vendor training will provide a copy of their dispensary agent certification to their supervisor for accurate training accountability. This training course is credited as 8 hours of required agent training. The dispensary will pay for this required training. Currently the dispensary uses the following authorized responsible vendor for agent training.

SECURITY PLAN

The purpose of this Security Plan is to establish a comprehensive framework of security measures designed to protect cannabis inventory, cannabis-infused products, cash, records, employees, patients, customers, and facility assets from theft, diversion, loss, tampering, and unauthorized access. The dispensary shall implement layered security controls, including surveillance systems, intrusion detection systems, access controls, employee training, visitor management procedures, inventory accountability measures, and emergency response protocols to ensure the safe and compliant operation of the facility. This Security Plan serves as the foundation for maintaining regulatory compliance, protecting public safety, and preserving the integrity of all dispensary operations.

Inspections

All areas of the facility, all dispensary agents and activities, all records, computer systems, databases, and vehicles are subject to inspection. Agents will immediately upon request make available to IDFPR and ISP all information that may be relevant to inspection or investigation. All documents and records will be maintained in electronic format or hardcopy (if required due to the documentation type).

- *Dispensary Security Protocols and Controls*
 1. Loitering Protocols
 - Onsite security will monitor inside and outside of the dispensary premises for loitering to ensure individuals are not lingering in or around the dispensary premises.
 - Agent will be responsible for monitoring the inside of the dispensary premises to prevent the

premises from becoming unsafe or congested by not allowing the customer to remain on the dispensary premises once their transaction is completed and by ensuring that individuals seeking entry into the limited access area are authorized to enter the area. All other individuals would be asked to leave the premises immediately.

- In the event that there is a security incident involving unauthorized persons loitering, onsite security will report the issue to Management. The following protocol will be implemented when loitering is observed on the premises, near the premises.
 - The individual will be asked, if assistance is needed. If no assistance is needed, the individual will be asked to leave the area immediately. If it is determined that the individual does not have a real purpose for being on the dispensary premises, the individual will be asked to leave the premises immediately.
 - If the individual refuses to leave, the local law enforcement with jurisdiction over the dispensary will be called.
 - Once the individual(s) have been removed from the premises, Management will be responsible for completing an Incident Report Form and pulling video footage for the incident.

2. Keycard Access/Locking Devices

- Agents are prohibited from leaving keys in locks and keys will be stored or placed in a location accessible to only authorized personnel.
- The dispensary prohibits accessibility of security measures, including combination numbers, passwords, or electronic or biometric security systems to persons other than specifically authorized dispensing organization agents. The systems are designed to provide protection against theft and diversion that is facilitated or hidden by tampering with computers or electronic records.
- Management is responsible for maintaining an electronic daily log of all individuals who have access to the vault room/area and knowledge of access code combinations. The log will include every access or attempted access, including the date and time of entry and exit, and the name of the individual. The log will be available to IDFPR, upon request.

3. Product Delivery

- Cannabis product deliveries will only be accepted through the restricted access area, unless otherwise approved by IDFPR.
- Management will ensure that individuals delivering the cannabis products to the dispensary present identification showing that he or she is an agent of the cultivator, craft grower, infuser or transporting organization scheduled to deliver products for that particular date and time.

4. Dispensary Agent Access Controls

- Dispensary Agents will be provided electronic access cards and IDFPR-issued identification badges.
- The IDFPR-issued identification badges will be visible at all times while the Dispensary Agent is on the dispensary premises.

5. Security measures are in place to protect the premises, Customers, and Dispensary Agents, but not limited to the following:

- A locked door or barrier between the facility's entrance and the limited access area.
- Preventing individuals from remaining on the premises if they are not engaging in activity permitted by this regulations.
- A policy that addresses the maximum capacity and purchaser flow in the waiting rooms and limited access areas.
- Dispose of cannabis in accordance with regulations.
- Store and dispense all cannabis from the restricted access area during the dispensary's hours

of operation. Cannabis will be stored in an enclosed locked room or cabinet and accessible only to specifically Dispensary Agents and Management

- Store all cannabis and currency in a reinforced vault room in the restricted access area and in a manner as to prevent diversion, theft, or loss when the dispensary is closed.
- The reinforced vault room and any other equipment or cannabis storage areas are securely locked and protected from unauthorized entry.
- Maintaining an electronic daily log that includes the names of Dispensary Agents and Management who have access to the reinforced vault room and knowledge of the access code or combination
- Maintain all locks and security equipment in good working order.
- Maintain an operational security and alarm system at all times.
- Prohibit keys, if applicable, from being left in the locks, or stored or placed in a location accessible to persons other than specifically authorized personnel.
- Prohibit accessibility of security measures, including combination numbers, passwords, or electronic or biometric security systems to persons other than specifically authorized Dispensary Agents and Management.
- The dispensary's interior and exterior premises are sufficiently lit to facilitate surveillance.
- Trees, bushes, and other foliage outside of the dispensary premises do not allow for a person or persons to conceal themselves from sight.

- Security and Alarm

1. An adequate security system will be in place to prevent and detect diversion, theft, or loss of cannabis, currency, or unauthorized intrusion using commercial grade equipment installed by an Illinois licensed private alarm contractor or private alarm contractor agency that will, at a minimum, include:
 - A perimeter alarm on all entry points and glass break protection on perimeter windows.
 - Security shatterproof tinted film on exterior windows.
 - A failure notification system that provides an audible, text, or visual notification of any failure in the surveillance system, including, but not limited to, panic buttons, alarms, and a video monitoring system. The failure notification system shall provide an alert to Dispensary Agents and Management within 5 minutes after the failure, either by telephone or text message.
 - A duress alarm, panic button, and alarm holdup alarm and after-hours intrusion detection alarm that by design and purpose will directly or indirectly notify, by the most efficient means, the Public Safety Answering Point for the law enforcement agency having primary jurisdiction.
 - Security equipment to deter and prevent unauthorized entrance into the dispensary, including electronic door locks on the limited and restricted access areas that include devices or a series of devices to detect unauthorized intrusion that may include a signal system interconnected with a radio frequency method, cellular, private radio signals or other mechanical or electronic device.
 - The seed-to-sale system is a web-based system that tracks cannabis inventory and sales in real-time. At a minimum, the seed-to-sale system will track the date of sale, the quantity of cannabis dispensed, product price, and currency. IDFPR will have access to the seed-to-sale system, and the inventory verification system at all times.
2. All security system equipment and recordings will be maintained in good working order, in a secure location so as to prevent theft, loss, destruction, or alterations.
3. Access to surveillance monitoring recording equipment will be limited to persons who are essential to surveillance operations, law enforcement authorities acting within their jurisdiction,

- security system service personnel, and the Department. A current list of authorized dispensing organization agents and service personnel that have access to the surveillance equipment must be available to the Department upon request.
 4. All security equipment shall be inspected and tested at regular intervals, not to exceed one month from the previous inspection, and tested to ensure the systems remain functional.
 5. The security system provides protection against theft and diversion that is facilitated or hidden by tampering with computers or electronic records.
 6. All access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.
- Video Monitoring

Incorporate continuous electronic video monitoring including the following:

7. Monitors will be 19 inches or greater.
8. Unobstructed video surveillance of all enclosed dispensary areas, unless prohibited by law, including all points of entry and exit that will be appropriate for the normal lighting conditions of the area under surveillance. The cameras will be directed so all areas are captured, including, but not limited to, safes, vaults, sales areas, and areas where cannabis is stored, handled, dispensed, or destroyed.
9. Cameras will be angled to allow for facial recognition, the capture of clear and certain identification of any person entering or exiting the dispensary area and in lighting sufficient during all times of night or day.
10. Unobstructed video surveillance of outside areas, the storefront, and the parking lot, that will be appropriate for the normal lighting conditions of the area under surveillance. Cameras will be angled so as to allow for the capture of facial recognition, clear and certain identification of any person entering or exiting the dispensary and the immediate surrounding area, and license plates of vehicles in the parking lot.
11. 24-hour recordings from all video cameras available for immediate viewing by IDFPR upon request. Recordings will not be destroyed or altered and must be retained for at least 90 days. Recordings will be retained as long as necessary if the dispensing organization is aware of the loss or theft of cannabis or a pending criminal, civil, or administrative investigation or legal proceeding for which the recording may contain relevant information.
12. The ability to immediately produce a clear, color still photo from the surveillance video, either live or recorded.
13. A date and time stamp embedded on all video surveillance recordings. The date and time will be synchronized and set correctly and will not significantly obscure the picture.
14. The ability to remain operational during a power outage and ensure all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.
15. All video surveillance equipment will allow for the exporting of still images in an industry-standard image format, including .jpg, .bmp, and .gif. Exported video will have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video will also have the ability to be saved in an industry-standard file format that can be played on a standard computer operating system. All recordings will be erased or destroyed before disposal.
16. The video surveillance system will be operational during a power outage with a 4-hour minimum battery backup.
17. A video camera or camera recording at each POS location allows for the identification of the dispensing organization agent distributing the cannabis and any purchaser. The camera or cameras will capture the sale, the individuals, and the computer monitors used for the sale.

18. A failure notification system that provides an audible and visual notification of any failure in the electronic video monitoring system.
19. All electronic video surveillance monitoring must record at least the equivalent of 8 frames per second and be available as recordings to IDFPR and the Illinois State Police 24 hours a day via a secure web-based portal with reverse functionality.

EMERGENCY DISASTER POLICIES

The goal of The Dispensary Organization is to protect purchasers, employees and the community in the event of an action or an occurrence that poses a threat to life or property.

Procedures will be adopted to address as much as possible events that would threaten the lives and health of purchasers and employees. The protection of property and resources, while a secondary priority, will also be addressed by policies and procedures. The Dispensary Organization employees will be given copies of all procedures and, at least annually, a review of the procedures will be conducted, although the Agent in Charge may make changes as needed or required.

The Dispensary Organization employees must also keep in mind that any office disruption or emergency may be a ruse in order to distract the Dispensary Organization employees from the cash register drawers and stored cannabis. In all emergencies the Dispensary Organization employees will secure cash register drawers and storage cabinets containing any cannabis.

Bomb Threat

The Dispensary Organization recognizes that it may receive a notice by telephone, email, or by written message, that a bomb has been placed in or around the dispensary. Actions taken in response to such a threat should be prompt and assure the safety of purchasers, employees and visitors to the dispensary. While a bomb threat may be a hoax, all such threats should be treated seriously. If the Dispensary Organization employee is made aware of or receives a bomb threat call, the employee should take the following actions: Remain calm.

Ask the caller to repeat the message and attempt to write down as much of the threat word-for-word as possible. If call came in over public phone line attempt to write down the caller ID number.

If the caller does not indicate the location of the bomb and the time of possible detonation, ask the caller to provide this information. Listen closely to the caller to determine sex, accents, or speech impediments.

Pay particular attention to peculiar background noises, such as motors running, background music and any other noise, which may give a clue as to where the call is being made.

Notify the police department and the Agent in Charge, relaying all the information you obtained and were provided.

Once it is determined that a bomb threat has been made, the Agent in Charge will coordinate evacuation of the dispensary by telling purchasers and uninvolved employees that there is a gas leak or similar condition that requires immediate evacuation.

During an evacuation, the following guidelines should be followed:

- Do not touch anything electrical including turning lights on or off. Do not take a phone off the hook or replace it.

- Do not use radios or cellular telephones.
- Do not move anything that looks out of place, if a suspected bomb device is found, take note of the location, but do not touch it. Notify the police regarding the whereabouts of any suspected bomb device.

Dispensary evacuation rally point will be in the front parking lot to the area furthest away from the dispensary where a count of employees and visitors will be conducted to insure everyone has evacuated. If a head count reveals someone is missing, do not return to the dispensary. Notify emergency response personnel of the missing person information and any last known location of that person within the dispensary.

Medical Emergencies

Emergency situations may occur in the Dispensary Organization which require paramedics or emergency personnel to be called to the office.

- If an employee believes a medical emergency is occurring, the employee should contact police and medical rescue immediately by calling 911, the providing emergency personnel with our business address.
- The Dispensary Organization employee or peer counselor should be sent to the front main entrance of the building in order to direct emergency personnel to the location of the medical emergency.
- Anyone certified in CPR should initiate CPR if necessary. Once paramedics arrive, turn over CPR to them unless they ask for assistance.
- Remain on the scene in case assistance is required.

Office Disruption

In the event of a disturbance or disruption by visitors or staff in the dispensary, action should be taken to prevent physical injuries to employees, purchasers and visitors.

Such situations may include an individual raising his/her tone of voice or making threats to a level that makes an employee or visitor uncomfortable, and the individual will not calm down.

- If an employee believes that an individual may resort to violence, the employee should remove himself/herself from the situation; notify the Dispensary Organization security, the Agent in Charge and call the police.
- If an employee believes that an individual is acting in a manner in order to vent frustration, remove the individual from the location where the incident is taking place and allow the individual to calm down in another location.
- In all cases of disruption, employees should immediately report the incident to Agent in Charge.
- If an individual causes a disruption, but later calms down, office staff should talk to the individual to see if the problem can be solved. Notations will be made in the purchaser records or employee records and an incident report will be filed with the Agent in Charge.

Fire Evacuation Preparation before an event

Agent in Charge will ensure that there is a building accountability list that is updated monthly.

- The parking lot in front of the dispensary will be the designated outside meeting location where a head count will be conducted to ensure all purchasers, employees and visitors are accounted for.
- Fire extinguisher locations: One at the front security check in station; one at the rear of the dispensary near the rear exit.
- Employees will be advised to learn the location of the two nearest well marked emergency exits from their work area. One leads out the front of the main entrance to the dispensary. The other is through the restricted access area and out the rear receiving doors.
- They will also be advised to count the doors, desks, workstations, etc. between their work areas and the nearest exit. During a fire, it may be necessary to escape in the dark.

In the event of an alarm employees are to:

- Evacuate the building immediately by using the closest exit and go to the “outside designated meeting location.”
- Identify occupants and record names at the meeting location for comparisons with the accountability lists. Security Compliance Officer will account for an accurate visitor count to ensure all are accounted for. If all purchasers or employees are not accounted for immediately, report purchaser or employee information to rescue fire fighters along with the last known location in the dispensary of the missing individuals.
- Alert others to evacuate and assist those who need help exiting.
- Before opening any door, feel the handle with the back of their hand for heat as well as the door itself, starting from the bottom and moving to the top. If the door is hot, do not try to open it. Smoke and flames may rush into your room. If the door is cool, open it slowly, but be prepared to quickly shut it if smoke or heat rushes in.
- Leave quickly, closing unlocked doors as they go to contain fire and smoke.
- Use an alternate exit if they encounter smoke or heat. Heat and smoke rise, so cleaner air will be near the floor. It’s important to get as low as possible to the floor and move toward the exit.
- Avoid re-entering the building (even if the audible alarm stops) until they hear an “ALL CLEAR” announced by the appropriate fire department personnel.

If employees should discover a fire:

- Avoid injury and excessive risks. Those trained in the use of a fire extinguisher, should quickly assess the fire and determine if it can be extinguished safely using a fire extinguisher. If they cannot extinguish the fire, immediately exit the building.
- Alert people in the area and immediately evacuate the area through the safest emergency exit route.
- Once you are clear of the building and in the designated assembly area; dial 911 and provide details of the fire location.

If you are unable to leave the room or dispensary:

- Upon hearing the alarm, dial 911 and provide your present location and where you intend to wait.
- If you cannot escape safely, remain calm and protect yourself by closing as many doors as possible between you and the fire.
- Seal all cracks where smoke can enter by using wet materials -- jackets, towels, etc.

If you have mobility impairment, including a chronic medical condition, you should do the following:

- Learn about fire safety for the dispensary and go over your concerns with the Agent in Charge. Plan ahead for fire emergencies and make the Agent in Charge aware of what your plans are.
- Be aware of your own capabilities and limitations. During evacuation, let the closest person to you know that you need assistance leaving the building. Look for "areas of refuge," like the other side of corridor fire doors.

If trapped in a room:

- If there is a telephone in the room where you are trapped, dial 911 and provide your exact location.
- Wait at a window if possible and signal for help by waving an object that can be seen from a distance. • Keep room door closed and unlocked. Stuff wet clothing/towels, etc. under the door to keep out smoke and toxic vapors.
- Stay close to the ground if there is smoke. The air is less smoky near the floor.

Additional things to remember if you are trapped and cannot evacuate:

- Stay calm. Panic increases your chance of breathing in smoke or toxic gases-and making a bad judgment call that could hurt you or someone else.
- Walk, don't run. In an emergency situation the lights are often out, and the air may be filled with smoke. It is hard to see where you are going. Move purposefully but carefully, watching out for obstacles.
- Stay low where the air is less smoky. Smoke is a killer. More people die in fires from smoke inhalation than flames.
- Do not open doors that feel hot. Find another way out. A hot door means that there is fire behind it (Feel a door with the backside of your hand).

If your clothing catches on fire or you encounter someone on fire:

- If you are on fire, STOP moving around. For someone else on fire, STOP the person from moving around. Consider the person on fire will be in panic mode and be prepared to assist the person to the ground while telling them you are here to help, and they need to stop moving.

- If you are on fire, DROP to the ground with your arms across your chest. For someone else on fire, MAKE that person on fire get on the ground.
- If you are on fire, ROLL on the ground, in a rug or blanket if possible. For someone else on fire, ROLL that person on the ground using a rug or blanket if possible, to starve the fire of oxygen.
- Contact emergency fire rescue personnel immediately, providing them with information and location of any person that came into contact with fire.

Earthquake

- In the event of an earthquake, remain calm.
- Get under a sturdy table or desk or brace yourself in a doorway or corner.
- Stay away from windows, mirrors or anything else that might shatter.
- Once the earthquake is over, move carefully and with caution watching for fallen items, debris, or broken glass. Do not rush for an exit. Expect aftershocks.
- Use a flashlight for light if needed. Do not use a lighted match or electrical switches in case of gas leaks.
- Check for injured and trapped persons. Do not attempt to move seriously injured persons unless they are in immediate danger of further injury.
- Check for fires and extinguish them with a fire extinguisher. If unable to extinguish the fire, leave immediately. If an earthquake occurs, remain calm.
- Get under a sturdy table or desk or brace yourself in a doorway or corner.
- Stay away from windows, mirrors or anything else that might shatter.
- Once the earthquake is over, move carefully and with caution watching for fallen items, debris, or broken glass. Do not rush for an exit. Expect aftershocks.
- Use a flashlight for light if needed. Do not use a lighted match or electrical switches in case of gas leaks.
- Check for injured and trapped persons. Do not attempt to move seriously injured persons unless they are in immediate danger of further injury.
- Check for fires and extinguish them with a fire extinguisher. If unable to extinguish the fire, leave immediately.

Tornado

In the event of a tornado warning, circumstances will dictate the action that should be taken. A decision should be made as to whether to evacuate the dispensary, and if so, where the employees and visitors should go. If you are in a tornado-prone area, know in advance the safest places in your building, usually an interior hallway area, keeping away from windows. Small rooms are typically safer than larger rooms. Preselect the safest place for you and your employees and make sure everyone knows this location in advance of a tornado.

As the dispensary organization is located in an area susceptible to tornadoes, stay alert for Tornado Watches (conditions in a given area that make a tornado likely) and Tornado Warnings (notices that a tornado has actually been spotted).

- In the event of a tornado warning, visitors and employees should seek shelter within an interior hallway. In order to necessitate evacuation of personnel and visitors, the evacuation plan will be instituted, although everyone will be guided to a safe area when safe to do so.
- All desktops and workstations will be cleared of all paper/documents.
- When the tornado warning – “all clear” is given, personnel will return to normal duties if circumstances warrant.

Robbery Policy

It is important to remember:

- Robbers want one thing – money or property – and they want it quickly.
- Robbery is a risky business and robbers are usually nervous. You do not want to delay a robbery in any way and increase the potential for violence. Give the robber what he or she wants and do it quickly. Do not risk your life, or another person’s life, for property. Be Alert
- Robberies occur at predictable times. Opening and closing periods are particularly vulnerable times due to low staffing and large amounts of cash on hand. Lunch hours are primary times for the same reasons. Robberies increase during the holiday season due to the increased cash volume and the presence of large crowds that distract and preoccupy employees.

Report suspicious activity

If you observe an individual, or occupied vehicle, lingering around the dispensary for a time, or in a manner that makes you suspicious or uncomfortable, write down the license number, color of the car and description of the individual(s) alert the Dispensary Organization security and the Agent in Charge. Be sure to inform other employees of your suspicion.

Control access to the building.

Keep restricted area all doors locked except the main entrance.

- Silent “hold-up/duress” alarms are installed under the counter at the point of sale registers, one in the security compliance office and one in the Agent in Charge office. These alarms are to be used during a robbery and will notify other dispensary agents that a robbery is in progress. Duress alarms are of a pull to activate design, eliminating the possibility of a false alarm that other push button alarms offer. A light will activate at all other duress alarm locations in the dispensary indicating an alarm has been activated.
- The duress alarm should be activated only if there is no possibility of detection. A slight movement or sound could trigger a panicking robber into violence.

Ongoing Identification

Employees are asked to:

- Greet each customer. Establish eye contact and remember their general appearance. Good

customer service discourages hesitant robbers as well as other thieves. This attention to detail conveys control and puts people on notice they have been observed and can be identified later.

- Never admit customers into the dispensary after closing hours or use the rear receiving doors to take out trash.
- Keep cash loss confidential. Do not discuss a robbery with the news media or reporters; this may encourage others to try when they read the amount of money and cannabis involved.

Call emergency 9-1-1

Any employee or purchasers should call when:

- A crime is in progress and you are safe to make the emergency call
- A situation is about to escalate into an emergency (endangering life or major property)
- A crime has just occurred (especially if you can describe the suspect and the direction in which he or she fled)

During a Robbery

- Remain calm. Most robbers do not wish to harm their victims. They are only interested in getting money or property. The calmer you are, the less chance there is of the robber becoming agitated or dangerous. This also increases your chances of getting a more accurate description of the robber and being of greater assistance in the robber's apprehension.
- Do not argue, fight, surprise or attempt to use weapons against a robber. He has already taken a major risk by entering the dispensary and is usually frightened. Because of this, additional provocation on your part could make the situation worse. Therefore, give the robber exactly what he or she wants and do it quickly. Don't take unnecessary chances with your life.
- While you should cooperate with robbers, don't volunteer any assistance. Don't give all the money if
- the robber only asks for \$10's. Don't give checks voluntarily.
- Activate silent/duress alarms if you can do this without detection.
- Watch the robber's hands. If the robber is not wearing any gloves, anything he touches might leave good fingerprints.

Be systematic in your observations. Look the robber over carefully. Mentally note as many details as possible until you can write them down. Compare the robber with yourself. Are they taller? Heavier? Older? and so forth.

- Notice the type and description of any weapons used. Glance at the weapon only long enough to identify it. Look at the robber from then on. Make no sudden moves and don't be heroic.

- If it can be done safely, observe the direction the thief takes in leaving the scene. Where a vehicle is involved, concentrate on the make, model, year, color, license plate number and issuing state.

After the Robbery

- Telephone police immediately. If you act quickly, police might be able to catch the suspect and recover your money. When you dial 9-1-1, the procedure is always the same. You will be asked if your emergency involves police, fire or medical. Request police. Then briefly indicate to the call taker what the problem is, when it happened, where you are, who did it, who needs help and whether there were injuries or weapons involved. Remember to stay on the phone with the emergency call taker. After calling the police, keep your telephone line clear until the police arrive. The officers may need to call you.
- Lock all doors and allow no one in. Have witnesses remain on the premises until police arrive. Do not touch anything the robber may have touched.
- Do not discuss what happened with any other witnesses. Your own impressions should be kept untainted until you have talked with authorities.
- Complete an incident report while waiting for police to arrive. The responding officer will want this information immediately to broadcast to other police cars in the area. Be as complete as possible.
- Finally, remember that robbery response strategies require planning and coordination between employees and management. Give some thought to how you might react in a robbery situation and discuss your concerns with the Agent in Charge. Common sense, caution and adherence to established policies and procedures can reduce the amount of money stolen and minimize the chance for injury and loss of life. As soon as possible, discuss the robbery and bring any fears or concerns out in the open with the Agent in Charge. Ask for suggestions regarding how dispensary security can be improved.

Active Shooter Policy and Procedures

An active shooter is defined as "... an individual actively engaged in killing or attempting to kill people in a confined and populated area; in most cases, active shooters use firearm(s) and there is no pattern or method to their selection of victims."

To preserve life and address the reality of an active shooter event, these guidelines have been established to guide our response to this event to maximize survivability. Most importantly, quickly determine the most reasonable way to protect your own life.

The intent of most active shooters is to kill as many people as quickly as possible. Traditional law enforcement response will include the concept of "surround and contain" to minimize the number of victims. To save lives, the law enforcement agency having jurisdiction will initiate an immediate response.

Upon discovery of an active shooter situation, as soon as possible and when safe to do so, notify law enforcement (911) and provide handset announcement of a "Active Shooter" and room location.

Phone 911

Made from the area where they are safely concealed, the caller should provide the following information:

- Description of suspect and possible location. Number and types of weapons.
- Suspect's direction of travel.
- Location and condition of any victims

The Dispensary Organization General Manager, Security Officers or the Dispensary Organization Supervisor/Agent in Charge will meet, brief and guide law enforcement officers if possible and as appropriate. The goal of law enforcement is to locate, isolate, and neutralize the shooter as quickly as possible to prevent additional deaths or injuries.

Evacuate

If there is an accessible escape path, attempt to evacuate the premises. Be sure to:

- If possible, use exit escape route away from location of active shooter through either the front of the dispensary or the rear. Always go away from the sound of shooting.
- Evacuate regardless of whether others agree to follow. Leave your belongings behind.
- If possible, help patrons and other employees escape. They may be in shock and need you to lead them to an escape route.
- Prevent individuals from entering an area where the active shooter may be.
- Keep your hands visible as you exit the dispensary, police may be on scene and visible hands reveal you are not armed.
- Follow the instructions of any police officers. Call 911 when you are safe.
- Hide out - If evacuation is not possible, find a place to hide where the active shooter is less likely to be.
- Direct personnel into secure rooms or other adjacent rooms, close the door and attempt to barricade the door if you cannot use an escape route.

Hide

Your hiding place should:

- Be out of the active shooter's view.
- Provide protection if shots are fired in your direction (i.e., locating into a bathroom or vault room and locking the door, stay as low to floor as possible and remain quiet and still).
- Not trap you or restrict your options for movement.

- To prevent an active shooter from entering your hiding place: Make sure all electronic locked doors are closed.
- Blockade the door with heavy furniture if trapped in a room.

Actions during event

If the active shooter is nearby:

- Close all electronic/key activated doors between you and the shooter. Silence your cell phone and/or pager.
- Turn off any source of noise (i.e., radios, televisions). Hide behind large items (i.e., cabinets, desks).
- Remain quiet.
- If evacuation and hiding out are not possible:
- Make every attempt to remain calm and calm others.
- Dial 911, if possible, to alert police to the active shooter's room location.
- If you cannot speak, leave the line open and allow the dispatcher to listen.
- Take action against the active shooter - As a last resort, and only when your life is in imminent danger, you are cornered and there is no way out, attempt to:

Disrupt and/or incapacitate

Try to disrupt and/or incapacitate the active shooter by:

- Acting as aggressively as possible against the shooter. Throwing items and improvising weapons
- Yelling
- Committing to your actions

An "all clear" will be announced via handset telephone or your cellular phone when the situation has been addressed and the scene is declared safe by law enforcement officials.

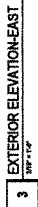
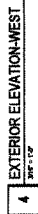
Recover

When crisis is over:

- Share Information with Employees - The health and wellbeing of cannabis purchasers and employees is critical. As soon as possible after law enforcement has relinquished Command and Control of the scene, the Agent in Charge will develop information strategies to address questions related to the event.
- Initially, the site of a violent incident will be secured as a crime scene. After law

enforcement authorities have completed their investigation and have released the crime scene, the Dispensary Organization management will have the facility appropriately cleaned and sanitized. Cleanup for the safe removal of bio-hazardous substances (including blood borne pathogens) must take place, yet must be sensitive, compassionate, and caring for any deceased. A bio-hazards remediation company will provide response services to clean any biohazard, blood borne pathogens.

- Biohazard, the Dispensary Organization has retained a blood-borne pathogens cleaning company.
- Buffer those Affected from Post-Event Stresses: Effective coordination with the media and timely dissemination of information can help reduce media pressure on those who are the most vulnerable. Assistance with employee benefits and other administrative issues can reduce the burden on victims and families. The Agent in Charge, or a corporate representative, will be designated as the Public Information Officer who is authorized to speak on behalf of the facility to the media.
- Bring in Crisis Response Professionals - Before an incident ever occurs, the planning group will identify trained mental health professionals in the agency's Employee Assistance Program who would be available to respond in the event of an incident. When an incident occurs, these emergency mental health consultants will as soon as possible, provide any necessary physical, emotional and psychological support.



NOTICE OF PUBLIC HEARING

The Village of Forsyth Planning and Zoning Commission will hold public hearings at 5:30 p.m., Thursday, September 24, 2026 at the Village Hall, 301 S. Route 51, Forsyth, IL. The Planning and Zoning Commission will meet to hold a public hearing and discuss the following items:

- Request by Illinois Health and Wellness LLC to amend its special use permit to allow for a drive-through facility and to allow the sale of medical cannabis products at lower tax rate at the real property commonly known as 1401 Hickory Point Drive, Forsyth, Illinois and legally described as HICKORY POINT MALL TAX PLAT LT 15-A BANK (PIN: 07-07-22-277-003). The request is made in accordance with Development Ordinance Sections 3.21 and 9.12. The property is currently zoned C1 and no request to vary the zoning has been made.

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

Herald&Review

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

State of New Jersey, County of Camden, ss:

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

PUBLICATION DATES:

Sep. 9, 2026

NOTICE ID: v21Lcu3cd6OhpsbNdbjZ

PUBLISHER ID: COL-9001286

NOTICE NAME: Planning & Zoning Meeting 9-24-26

Publication Fee: 62.44

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

Anjana Bhadoriya

(Signed) _____

VERIFICATION

State of New Jersey
County of Camden

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

Subscribed in my presence and sworn to before me on this: 09/11/2026

Sharon E. Pope

Notary Public

Notarized remotely online using communication technology via Proof.

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9/9 COL-9001286

SPECIAL USE RECOMMENDATION & FINDINGS OF FACT

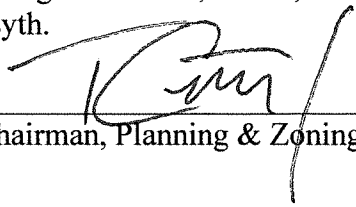
To: Village of Forsyth Board of Trustees
From: Planning & Zoning Commission
Re: Recommendation for Adult Use Cannabis Dispensary Special Use Permit
Date: September 28, 2026

On September 24, 2026 the Planning and Zoning Commission ("Commission") held a public hearing for a special use application for an Adult-Use Cannabis Dispensary at 1401 Hickory Point Drive, Forsyth, IL 62535. The notice of the public hearing was published in the Herald & Review on September 9, 2026. A copy of the certificate of publication is attached.

Illinois Health and Wellness LLC submitted an updated Special Use Application with amendments to their current use to include adding sales to medical patients, adding a drive through service pick up window and expanding the hours of operation. The application submitted contained supplemental documentation required by the Development Ordinance Section 3.21 Adult-Use Cannabis Dispensing Organization. The submitted documents met all the requirements of the Development Ordinance. The Planning and Zoning Commission discussed the changes in the special use permit and the fact that they were a result of the new law passed by the State of Illinois. Nobody from the community spoke at the meeting or reached out to the Village about the permit.

Based on the public hearing, the Commission voted to 5 to 0 to approve the Special Use Application. Based on the public hearing, the Commission found the special use will:

- (1) Be harmonious with and in accordance with the general objectives of the Comprehensive Land Use Plan and/or this Ordinance;
- (2) Be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity, and that such use will not alter the essential character of the same area;
- (3) Not be hazardous or disturbing to existing or future neighborhood uses;
- (4) Be adequately served by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water, sewers, and schools, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;
- (5) Not create excessive additional requirements at public cost for public facilities and services, and will not be detrimental to the economic welfare of the Village of Forsyth;
- (6) Not involve uses, activities, processes, materials, equipment, and/or conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors;
- (7) Have vehicular approaches to the property which shall be so designed as to not create an undue interference with traffic on surrounding public streets or highways;
- (8) Not increase the potential for flood damage to adjacent property, or require additional public expense for flood protection, rescue, or relief; and
- (9) Not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance to the Village of Forsyth.



Chairman, Planning & Zoning Commission

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE APPROVING AMENDMENT TO SPECIAL USE PERMIT AT
1401 HICKORY POINT DRIVE**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

JIM ASHBY
CHELSIE KIDD
JEFF LONDON
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
_____, 2026

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

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AMENDMENT TO SPECIAL USE PERMIT AT
1401 HICKORY POINT DRIVE**

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

WHEREAS, on or about October 1, 2024, the Village granted a special use permit to allow for the operation of an Adult-Use Cannabis Dispensary at 1401 Hickory Point Drive in Ordinance No. 2024-33; and

WHEREAS, a petition for a special use was filed by Illinois Health and Wellness LLC for the property commonly known as 1401 Hickory Point Drive, Forsyth, Illinois and legally described as HICKORY POINT MALL TAX PLAT LT 15-A BANK (PIN: 07-07-22-277-003) (“Property”) to amend the special use permit for the Property to allow for a drive-thru, to set new hours, and to permit sales to medical patients; and

WHEREAS, on or September 1, 2026, the Village amended Village Code of Ordinances Section 113.1 and Development Ordinance Sections 2.2 and 3.21 modifying the definition of “Adult-Use Cannabis Dispensary” to explicitly include dispensing to “qualified registered medical cannabis patients, designated caregivers, provisional patients, and Opioid Alternative Patient Program recipients” and allowing for drive-thru pick up upon certain conditions; and

WHEREAS, on or about October 5, 2026, the Village amended Village Code of Ordinances Section 113.1 to set the hours of operation for an Adult-Use Cannabis Dispensary to 8:00 a.m.-10 p.m. daily; and

WHEREAS, the Illinois Municipal Code allows for special uses within certain

zoning districts; and

WHEREAS, the Village’s Development Ordinance sets for the process for granting a special use and amending a permit for a special use; and

WHEREAS, a public hearing was noticed and duly held on September 24, 2026, before the Village Planning and Zoning Commission (“Commission”) on the proposed special use; and

WHEREAS, the notice of the public hearing was published in the Herald & Review on September 9, 2026; and

WHEREAS, at the hearing on September 24, 2026, the Commission voted 5-0 to recommend allowing the requested amendment to the special use permit on the Property; 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 amendment to the special use permit as set forth in this Ordinance.

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

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

Section 2. Findings of Fact. The Village Board adopts the Commission’s recommendation from the September 24, 2026 meeting and public hearing attached hereto as **Exhibit A** and approves the amendment to the special use permit on the Property.

Section 3. Description of the Property. The Property is commonly known as

1401 Hickory Point Drive, Forsyth, Illinois, and is legally described as HICKORY POINT MALL TAX PLAT LT 15-A BANK (PIN: 07-07-22-277-003).

Section 4. Public Hearing. A public hearing was duly advertised in the Decatur Herald & Review on September 9, 2026 and held by the Planning and Zoning Commission on September 24, 2026, at which time the Planning and Zoning Commission voted to recommend allowing the amendment to the special use permit.

Section 5. Amendment to Special Use Permit. The amendment to the special use permit for the Property as requested in the Special Use Application, outlined herein, and recommended at the September 24, 2026 Planning and Zoning Commission meeting as set forth in the Report and Recommendation attached as **Exhibit A**, is hereby granted to allow for a drive-thru at the Property and to allow for sales to medial patients in accordance with Village Code of Ordinances Section 113.3 and Development Ordinance Sections 2.2 and 3.21.

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

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

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

EXHIBIT A
REPORT AND RECOMMENDATION

SPECIAL USE RECOMMENDATION & FINDINGS OF FACT

To: Village of Forsyth Board of Trustees
From: Planning & Zoning Commission
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Based on the public hearing, the Commission voted to 5 to 0 to approve the Special Use Application. Based on the public hearing, the Commission found the special use will:

- (1) Be harmonious with and in accordance with the general objectives of the Comprehensive Land Use Plan and/or this Ordinance;
- (2) Be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity, and that such use will not alter the essential character of the same area;
- (3) Not be hazardous or disturbing to existing or future neighborhood uses;
- (4) Be adequately served by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water, sewers, and schools, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;
- (5) Not create excessive additional requirements at public cost for public facilities and services, and will not be detrimental to the economic welfare of the Village of Forsyth;
- (6) Not involve uses, activities, processes, materials, equipment, and/or conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors;
- (7) Have vehicular approaches to the property which shall be so designed as to not create an undue interference with traffic on surrounding public streets or highways;
- (8) Not increase the potential for flood damage to adjacent property, or require additional public expense for flood protection, rescue, or relief; and
- (9) Not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance to the Village of Forsyth.

Chairman, Planning & Zoning Commission

NEW BUSINESS

ITEM 2

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: October 6, 2026
Subject: Redevelopment Agreement with Pace Hospitality, LLC and Dhaval Patel

Background

Pace Hospitality, LLC and Dhaval Patel propose to acquire approximately 7.57 acres at the southeast corner of Weaver Road and Commerce Place Drive and construct a 103-room Hampton Inn by Hilton. The property is within the Forsyth TIF District. The attached ordinance would approve the redevelopment agreement and authorize the Mayor/Village Administrator to execute it.

Agreement terms

The developer is required to complete the project within 30 months, subject to the agreement's provisions for delays beyond the parties' control. Once the hotel is completed, open to the public, and fully assessed, the Village would reimburse the developer for verified TIF-eligible costs using **90% of the net property tax increment generated by the project**.

Reimbursements would end after 10 tax years, at the TIF District's current expiration, or when the developer has received a cumulative **\$2.5 million** in incentives, whichever occurs first. The \$2.5 million cap includes any sales tax or hotel tax incentives provided by the Village. The agreement lists approximately \$4.285 million in estimated eligible project costs; that estimate does not increase the reimbursement cap.

The developer must submit documentation of eligible costs for review by the Village's TIF administrator. The Village's payment obligation is limited to available funds in the TIF District's Special Tax Allocation Fund and does not pledge the Village's general revenues or taxing power.

Recommendation

Staff recommends approval of the ordinance and redevelopment agreement to support construction of the proposed hotel within the Forsyth TIF District.

Proposed motion

"I move to approve the ordinance authorizing the Village of Forsyth to enter into a redevelopment agreement with Pace Hospitality, LLC and Dhaval Patel for the proposed Hampton Inn by Hilton project, and to authorize the Mayor to execute the agreement and the Village Clerk to attest it."

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: October 6, 2026
Subject: Development Agreement with Pace Hospitality LLC for Proposed Hotel

Background

Pace Hospitality LLC proposes to purchase the property identified as PIN 07-07-14-351-013 and construct a 103-room Hampton Inn by Hilton. The attached Development Agreement sets out the Village's hotel tax incentive, the developer's obligations, and a corporate guaranty from Sunrise Hospitality Inc.

Agreement terms

The developer must provide a project budget showing a total cost of at least \$10 million, evidence of its ability to finance the project including at least 10% equity, a construction schedule, and a franchise agreement lasting at least 20 years. The project remains subject to Village review and applicable development requirements.

After the hotel opens and begins remitting hotel tax, the Village would reimburse the developer 75% of the Village's 5% hotel and motel tax receipts generated by the property. Payments would be made quarterly from tax revenue actually received, for up to ten years. The Village would retain the other 25% of those receipts during the reimbursement period.

The agreement sets a combined \$2.5 million reimbursement limit for payments under this agreement and any other agreement between the Village and the developer, including the proposed TIF redevelopment agreement. Sunrise Hospitality Inc. guarantees the developer's payment and performance obligations. The agreement also provides for forfeiture of pending and future payments upon specified defaults.

Financial impact

This is a reimbursement of a portion of hotel tax generated by the project, payable after the Village receives that revenue. It does not pledge the Village's general taxing power. The amount ultimately paid will depend on the hotel's taxable receipts and payments made under the related redevelopment agreement, subject to the combined \$2.5 million limit.

Recommended action

Approve the Development Agreement with Pace Hospitality LLC and Sunrise Hospitality Inc., subject to final review by Village counsel and completion of the agreement's exhibits and execution details.

Proposed motion:

"I move to approve the Development Agreement between the Village of Forsyth, Pace Hospitality LLC, and Sunrise Hospitality Inc. for the proposed hotel development, subject to final review by Village counsel, and authorize the Village President and Village Clerk to execute the agreement."

VILLAGE OF FORSYTH TIF DISTRICT

PACE HOSPITALITY LLC

90% DEVELOPER SHARE (10 YEARS)

29-Sep-26

Calendar Year of Receipts	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	TOTALS
Total Real Estate Tax Increment		Built	Assessed	\$164,054	\$168,155	\$172,359	\$176,668	\$181,085	\$185,612	\$190,252	\$195,009	\$199,884	\$204,881	\$1,837,960
School District/Admin Share				\$41,013	\$42,039	\$43,090	\$44,167	\$45,271	\$46,403	\$47,563	\$48,752	\$49,971	\$51,220	\$459,490
Net Real Estate Tax Increment				\$123,040	\$126,117	\$129,269	\$132,501	\$135,814	\$139,209	\$142,689	\$146,256	\$149,913	\$153,661	\$1,378,470
Developer's Share of Net RETI				\$110,736	\$113,505	\$116,342	\$119,251	\$122,232	\$125,288	\$128,420	\$131,631	\$134,922	\$138,295	\$1,240,623
Cumulative Developer Share				\$110,736	\$224,241	\$340,584	\$459,835	\$582,067	\$707,355	\$835,776	\$967,406	\$1,102,328	\$1,240,623	
Village's Share of Net RETI				\$12,304	\$12,612	\$12,927	\$13,250	\$13,581	\$13,921	\$14,269	\$14,626	\$14,991	\$15,366	\$137,847

Total TIF Eligible Project Costs Cap: \$2,500,000

Real Estate Assumptions	
Total Projected Market Value	\$6,500,000
Projected Taxable Value	\$2,166,667
TIF Base EAV	\$16,436
Incremental TIF EAV	\$2,150,231
Real Estate Tax Increment	\$164,054
Parcel No: 07-07-14-351-013	

Variables	
Annual Inflation Rate	2.5%
Total Tax Rate	7.62960%
Taxing District & Admin Share	25%
Developer's Share of Net	90%

The information and assumptions contained in the foregoing material are based upon information, material and assumptions provided to Jacob & Klein, Ltd. (J&K) and the Economic Development Group, Ltd. (EDG) by outside persons including public officials. J&K and EDG have not undertaken independent investigation to verify any of the information or material contained herein. No warranty, express or implied, as to the accuracy of the materials and information or the results projected in the foregoing presentation is made by J&K or EDG, its officers or employees. J&K and EDG specifically disclaim the accuracy of the formulas and calculations and has no obligation to investigate or update, recalculate or revise the calculations. The material presented herein is subject to risks, trends and uncertainties that could cause actual events to differ materially from those presented. Those providing information contained in this presentation have represented to J&K and EDG that, as of the date it was provided, the information was accurate to the best of their knowledge. Any person viewing, reviewing or utilizing this presentation should do so subject to all of the foregoing limitations and shall conduct independent investigation to verify the assumptions and calculations contained herein. By acceptance and use of this presentation, the user accepts all of the foregoing limitations and releases J&K and EDG from any liability in connection therewith. J&K and EDG are not providing financial advice.

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF
FORSYTH, ILLINOIS AND PACE HOSPITALITY LLC**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

JIM ASHBY
CHELSIE KIDD
JEFF LONDON
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
_____, 2026

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

ORDINANCE NO. ____

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF FORSYTH, ILLINOIS AND PACE HOSPITALITY LLC

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

WHEREAS, the Village has the authority to promote the health, safety and welfare of the Village and its citizens by promoting the development of private investment in the marketability of property thereby increasing the tax base of the Village and providing employment for its citizens; and,

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

WHEREAS, the Village intends to enter into a Redevelopment Agreement with Pace Hospitality LLC for the redevelopment of the 7.57 acres of property which is located at the southeast corner of Weaver Road and Commerce Place Drive, Forsyth, IL (PIN 07-07-14-351-013) (“Property”) with such agreement to be approved by separate ordinance; and

WHEREAS, on June 17, 1991, and in accordance with 65 ILCS 5/8-3-14, the Village approved an Hotel and Motel Tax (Ordinance No. 370, supplemented and amended by Ordinance No. 845, Mar. 5, 2012; Ord. No. 851, May 7, 2012; Ord. No. 888, Aug. 19, 2013; Ord. No. 936, Jan. 5, 2015; Ord. No. 957, Oct. 19, 2015) (the “Hotel and Motel Tax Ordinance”) establishing a tax of 5% on the gross rental receipts as described

in the Hotel Motel Tax Ordinance (“Hotel and Motel Use Tax”).

WHEREAS, revenues derived from such tax are required by law to be expended for the promotion of tourism and conventions within the Village or otherwise to attract nonresident overnight visitors to the Village; and

WHEREAS, as part of the redevelopment of the Property and in conjunction with the Redevelopment Agreement for the Property, the Village desires to enter into an Agreement with Pace Hospitality (the “Agreement”), pursuant to which the Village will rebate funds derived from its hotel/motel tax revenues for the purposes described in the Agreement; and

WHEREAS, the President and Board of Trustees find and determine that the activities and expenditures contemplated by the Agreement will promote tourism and attract nonresident overnight visitors to the Village and therefore constitute a lawful use of Hotel and Motel Use Tax revenues pursuant to 65 ILCS 5/8-3-14; and

WHEREAS, the President and Board of Trustees further find that entering into the Agreement is in the best interests of the Village and its residents.

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

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

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

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

EXHIBIT A
AGREEMENT WITH PACE HOSPITALITY LLC

DEVELOPMENT AGREEMENT

by and between
VILLAGE OF FORSYTH, ILLINOIS
and
PACE HOSPITALITY LLC
and
SUNRISE HOSPITALITY INC.

THIS DEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this "Agreement") is entered into on this ____ day of _____, 2026, by and between the VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS, an Illinois Municipal Corporation (the "**Village**"), PACE HOSPITALITY LLC (the "**Developer**") and Sunrise Hospitality Inc., an Ohio corporation (the "**Guarantor**").

RECITALS

WHEREFORE, on June 17, 1991, in accordance with the Section 8-13-14 of the Illinois Municipal Code (65 ILCS 8-3-14) and the Hotel Operators' Occupation Tax (35 ILCS 145/1 et seq), as supplemented and amended (the "**Hotel and Motel Tax Act**"), the Corporate Authorities approved an Hotel and Motel Tax (Ordinance No. 370, supplemented and amended by Ordinance No. 845, Mar. 5, 2012; Ord. No. 851, May 7, 2012; Ord. No. 888, Aug. 19, 2013; Ord. No. 936, Jan. 5, 2015; Ord. No. 957, Oct. 19, 2015) (the "**Hotel and Motel Tax Ordinance**") establishing a tax of 5% on the gross rental receipts as described in the Hotel Motel Tax Ordinance ("**Hotel and Motel Use Tax**").

WHEREFORE, the Corporate Authorities, in consideration of the development project proposed by the Developer and considering the benefits and impacts it will have on the Village, believes that the Development Project as set forth herein, and the performance generally of this Agreement, are in the best interests of the Village, and the health, safety, morals and welfare of its residents, and in accord with the economic development goals of the Village and as specified in the Development Plan.

WHEREFORE, the Developer plans to purchase the property legally described as HICKORY POINT PLAZA ADD LT 1 BK5000/270 (PIN: 07-07-14-351-013) ("**Property**") and develop and construct a 103-room hotel branded as a Hampton Inn by Hilton on the Property ("**Project**").

NOW THEREFORE, the parties agree as follows:

**CONDITIONS PRECEDENT TO THE UNDERTAKINGS ON THE
PART OF THE DEVELOPER AND THE VILLAGE**

Conditions Precedent. The undertakings on the part of the Village as set forth in this Agreement are expressly contingent upon each of the following:

(a) **Title.** The Developer shall have acquired fee simple title to the Property;

- (b) Project Budget.** The Developer shall have delivered to the Village an itemized list of any and all estimated costs to complete the Project (the "**Project Budget**") in accordance with such final development plans as may be approved by the Village, including a minimum total cost to complete the Project of not less than Ten Million Dollars (\$10,000,000.00);
- (c) Ability to Pay.** The Developer shall have provided evidence, in a commercially reasonable form satisfactory to the Village, of its ability to pay for the costs of the Project, as itemized in the Project Budget, including a minimum equity contribution of not less than ten percent (10%);
- (d) Construction Schedule.** The Developer shall have delivered to the Village a detailed construction schedule for the commencement and completion of the Project which shall include a Project Commencement Date and a Project Completion Date;
- (e) Branding.** The Developer shall have entered into an applicable 20-year or longer franchise agreement to have the Hotel Facility operated and maintained as a Hampton Inn by Hilton or another upper-midscale national franchise hotel brand to be approved by the Village.

COVENANTS AND AGREEMENTS

The parties, for good and valuable consideration, the receipt of which is acknowledged, agree as follows:

SECTION 1: Recitals and Conditions

The above recitals and conditions are restated and incorporated into this Agreement.

SECTION 2: The Development Project

The Developer agrees, subject to the terms and conditions hereof, to undertake the Project located on the Property (the "**Development Project**").

The **Development Project** includes, but is not limited to:

- a) Developer's acquisition of the Property (if not already owned).
- b) Developer completing preconstruction demolition, site preparation, engineering, planning, surveying, architectural work, studies, and other professional services which may be required.
- c) Developer constructing the Project on the Property.
- d) Developer's construction and installation of any and all necessary infrastructure and utility systems such as entrances, exits, parking areas, roadways, sidewalks, stormwater retention areas, water services, sewer services, and electrical services and connections, which may be

necessary to support any new development which occurs.

- e) Design, construction, and installation of all buildings and structures on the Property shall be in compliance with the current building codes generally applicable in the Village of Forsyth.
- f) Prior to issuance of building permits, the Village shall have authority to approve the design, construction materials of the building facade, and landscaping plan that may or may not include buffering for the site, regardless of compliance of any and all building codes. Approval will not be unreasonably withheld and will be consistent with all applicable Design Standards set forth in the Village Code of Ordinances and Development Ordinance.
- g) Developer's agreement that all work, constructions phases, and developers which occur on the Property shall fully comply with all local, state, and federal regulations governing construction and property maintenance including but not limited to any applicable subdivision ordinance, zoning ordinance, water/wastewater connections, parking/loading, landscaping, building permits, conditional use permit, stormwater management, and other property maintenance and design standards; including payment of all fees arising thereunder, unless specifically waived herein.
- h) Any and all other site improvements, construction, professional inspections, permitting, inspection services, or other work which may reasonably be required to complete the Project as proposed and to the satisfaction of the Village, in the Village's sole discretion.

The Developer agrees that in order for the construction of a building pursuant to the performance of the Development Project to be considered complete, it must be ready for operation and performance of the proposed uses and activities, and be in compliance with all relevant building codes, ordinances, or other regulations, and have received a permit from the Village allowing for occupation.

SECTION 3: Undertakings on the part of the Developer

The Developer shall undertake the following:

- a) Upon commencement of operation of the Project as Hampton Inn by Hilton, referred to herein as the “**Hotel Facility**”, the Developer covenants and agrees to collect the hotel occupancy tax (at whatever rate is imposed by village ordinance) as imposed by the Village pursuant to the Hotel Operators Occupancy Tax Act and shall remit said hotel operators' occupancy tax to the Village by the 25th day of the following month with the corresponding Illinois Department of Revenue RHM-1 form for each such period(s).
- b) The Developer, Assignees, or Future Owner covenants and agrees to continue to operate the Hotel Facility throughout the term of this Agreement.
- c) The Developer agrees the Hotel Facility will be operated and maintained as Hampton Inn by Hilton, or with Village approval, may operate with an upper-midscale franchise under an IHG Hotels and Resorts brand, Hilton brand, Marriott brand, or Hyatt brand or other upper midscale national franchise hotel brands for the entirety of this Agreement.

SECTION 4: Design Standards

The development is in a highly visible corridor in the Village and sets the tone of the community's identity. Construction should establish a unique identity and should consist of exceptional design and quality building materials to achieve the desired character of a high-quality development. Design requirements

should not serve as obstructions without consideration to the economic impacts on the development. Buildings should be oriented towards the street frontage to establish a vibrant street presence. Based on the adjacent buildings/properties, it may be appropriate to position buildings with reduced front setbacks to maintain the existing development pattern. The use of architectural design guidelines and specifications are aimed to convey the main elements of a quality site and building design.

The Project shall generally be constructed in accordance with the plans and specifications attached and incorporated herein as **EXHIBIT A** and in compliance with the Village's Development Ordinance and the variances granted by the Village. A substantially compliant construction plan is subject to review and approval by the Village Engineer or in the case where the site needs a Conditional Use Permit or additional variances, the Planning and Zoning Commission will review, followed by review and approval of the Village Board of Trustees.

All landscaped screening and other landscaping as well as all interior parking lots shall be installed per Village Development Ordinance requirements. A substantially compliant final landscaping plan is subject to review and approval by the Village Engineer or in the case where the site needs a Conditional Use Permit or additional variances, the Planning and Zoning Commission will review, followed by review and approval of the Village Board of Trustees.

SECTION 5: Reimbursement Pursuant to Certain Hotel and Motel Use Taxes Collected

- a) Reimbursement of Hotel and Motel Use Taxes: The Village agrees that it will rebate to the Developer an amount equal to seventy-five percent (75%) of the five percent (5%) Hotel and Motel Use Tax revenue it receives from any hotel constructed on the Property for a period of up to ten (10) years following the date of first receipt of such revenue ("**Developer Reimbursement Payment**"). Developer Reimbursement Payment shall be disbursed quarterly and only after the Hotel and Motel Tax has been collected and deposited into the "Special General Ledger Account". Developer shall segregate all funds received from the Village pursuant to this Agreement and shall not use any portion of the Developer Reimbursement Payment received pursuant to this Agreement for marketing or advertising of any kind.
- b) Cumulative Reimbursement: Cumulative total payments to the Developer from all forms available pursuant to this Agreement and any other agreement between the Village and the Developer, including but not limited to the Redevelopment Agreement between the Village and the Developer (whether Hotel and Motel Use Tax reimbursement, TIF reimbursement, or other) shall not exceed **\$2,500,000.00** (the "**Reimbursement Limit**").

SECTION 6: Default and Remedies

The Developer agrees that if any of the following events occur within ten (10) years after the date the first disbursement of any Developer Reimbursement Payment pursuant to this Agreement (the "**Effective Date**"), all pending and future payments shall immediately be forfeited, and the Developer, or any assignee, shall be considered to be in default of the Agreement:

- a) The Hotel Facility no longer has an active franchise agreement to operate and maintain as a Hampton Inn by Hilton, an IHG Hotels and Resorts brand, Hilton brand, Marriott brand, Hyatt brand or other upper midscale national franchise hotel brand approved by the Village
- b) The Property or any buildings located thereon is reasonably determined to have been destroyed, unfit for occupation or redevelopment, or otherwise unusable for public or private purposes, and such event is not remedied or cured within at least one year.

- c) The property is sold or ownership is transferred, directly or indirectly, without written consent from the Village. The Village agrees that such consent will not be unreasonably withheld.
- d) The building/property is not being used for authorized or otherwise approved purposes.
- e) The Property or Developer is found to be in violation of any federal, state, or local laws, codes, ordinance, or other regulations which may be applicable to the Property, or businesses operating thereon, and such violations are not corrected in a reasonable or timely manner.
- f) The Property becomes exempt from the payment of property taxes.
- g) The Developer files for bankruptcy or otherwise becomes insolvent.
- h) All general ad valorem taxes and assessments charged or imposed upon the Property, Developer, or business, or any part thereof that at any time are not paid in full at the time they become due. Payments to the Developer are only paid after property taxes, sales, or hotel taxes are paid in full into the "Special Account".

Upon the occurrence of a default or a breach which requires either party to undertake any action to enforce any provision of this Agreement, the defaulting party shall pay upon demand all of the non-defaulting party's charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such non-defaulting party in enforcing any of the defaulting party's obligations under this Agreement or in any litigation, negotiation or transaction in connection with this Agreement in which the defaulting party causes the non-defaulting party, without the non-defaulting party's fault, to become involved or concerned.

SECTION 7: No Personal Liability

All covenants, stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Village and not of any of its Corporate Authorities, officials, agents, employees or independent contractors in their individual capacities. No member of the Corporate Authorities, officials, agents, employees or independent contractors of the Village shall be personally liable to the Developer (i) in the event of a Default or Breach by any party under this Agreement, or (ii) for the payment of any portion of the Reimbursement Amount which may become due and payable under the terms of this Agreement.

SECTION 8: Village Not Liable for Developer Obligations

Notwithstanding anything herein to the contrary, the Village shall not be liable to the Developer for damages of any kind or nature whatsoever arising in any way from this Agreement, from any other obligation or agreement made in connection therewith or from any Default or Breach under this Agreement; provided that nothing in this Section shall limit otherwise permissible claims by the Developer against the Fund or actions by the Developer seeking specific performance of this Agreement or other relevant contracts in the event of a Breach of this Agreement by the Village.

SECTION 9: Actions or Obligations of Developer

The Developer shall indemnify, defend, and hold harmless the Village, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all suits, claims and cost of attorneys' fees, resulting from, arising out of, or in any way connected with: (i) the validity or enforceability of this Agreement, or any portion thereof; (ii) any of the Developer's obligations under or in connection with this Agreement; (iii) the construction, installation or performance of the Project; (iv) the Developer's compliance with fair labor practices including the Prevailing Wage Act if, as and when applicable to the Project; and (v) the negligence or willful misconduct of the Developer, its

officials, agents, employees or independent contractors in connection with the management, development, redevelopment, construction or installation of the Project.

SECTION 10: Assignment

The Developer agrees that it shall not sell, assign or otherwise transfer, directly or indirectly, any of its rights and obligations under this Agreement without the prior written consent of the Village except that: (i) any assignment of this Agreement as collateral, or (ii) any related sale, assignment or transfer of this Agreement in whole to a legal entity having common ownership with the Developer only if the Property is being conveyed at the same time to the same assignee, may be made without the prior written consent of the Village. Except as authorized in this Section, any assignment in whole or in part shall be void and shall, at the option of the Village, terminate this Agreement. No such sale, assignment or transfer, including any with or without the Village's prior written consent, shall be effective or binding on the Village, however, unless and until the Developer delivers to the Village a duly authorized, executed and delivered instrument which contains any such sale, assignment or transfer and the assumption of all the applicable covenants, agreements, terms and provisions of this Agreement by the applicable parties thereto.

SECTION 11: No Joint Venture, Agency, or Partnership Created

Nothing in this Agreement nor any actions of either of the Village or the Developer shall be construed by either of the Village, the Developer or any third party to create the relationship of a partnership, agency, or joint venture between or among the Village and any party being the Developer.

SECTION 12: Cooperation of the Parties

The Village and the Developer agree to reasonably cooperate fully with each other when requested to do so concerning the development of the Project. This includes without limitation the Village assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, subsidy or additional funding which may be available from other governmental sources as the result of the Developer's or Village's activities. This also includes, without limitation, the Developer assisting or sponsoring the Village, or agreeing to jointly apply with the Village, for any grant, award, or subsidy which may be available as the result of the Village's or the Developer's activities.

The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.

The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies all approvals (whether federal, state, county or local) required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property, including, without limitation, wetland mitigation, gas, telephone, and electric utility services, roads, highways, rights-of-way, water and sanitary sewage facilities, and storm water disposal facilities.

SECTION 13: Waiver

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

SECTION 14: Notices

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

To Village:

Village Administrator, Village of Forsyth
301 US-51
Forsyth, IL 62535

With copy to:

Lisa A. Petrilli
Sorling Northrup
One N. Old State Capitol Plaza, Suite 200
Springfield, IL 62701

To Developer:

SECTION 15: Titles of Paragraphs

Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provisions hereof.

SECTION 16: Warranty of Signatories

The signatories of Developer warrant full authority to both execute this Agreement and to bind the entity in which they are signing on behalf of.

SECTION 17: Term of the Agreement

Unless terminated earlier pursuant to the terms of this Agreement, this Agreement shall automatically expire, and all benefits, obligations, and payments pending pursuant to the terms of this Agreement shall immediately cease, upon the date of termination or expiration of the Redevelopment Agreement between the Village and the Developer regardless of the status of the Project, or amount or number of payments made during that time period.

Additionally, notwithstanding anything contained herein to the contrary, the Village retains the right to unilaterally terminate or void this Agreement upon the first to occur: the Reimbursement Limit is reached; the Developer files for bankruptcy or otherwise becomes insolvent; the Developer fails to start or complete the Project by any date identified or defined within this Agreement, or there is a default pursuant to Section 6.

SECTION 18: Disclaimer of Warranties

The Village hereby disclaims any and all warranties with respect to the Property and the Project, express or implied, including, without limitation, any implied warranty of fitness for a particular purpose or merchantability.

SECTION 19: Prevailing Wage

If for any reason payment of prevailing wage is required the Developer agrees to assume all responsibility for any such compliance (or noncompliance) with the Prevailing Wage Act in

connection with the Project under this Agreement in the event of any action by any party to enforce its provisions.

SECTION 20: Tax and Related Payment Obligations

The Developer, including any others claiming by or through it, also hereby covenants and agrees not to file any application for property tax exemption for any part of the Property under any applicable provisions of the Property Tax Code of the State of Illinois (35 ILCS 200/1-1 et gg.), as supplemented and amended, unless the Village and the Developer shall otherwise have first entered into a mutually acceptable agreement under and by which the Developer shall have agreed to make a payment in lieu of taxes to the Village, it being mutually acknowledged and understood by both the Village and the Developer that any such payment of taxes (or payment in lieu thereof) by the Developer is a material part of the consideration under and by which the Village has entered into this Agreement. This covenant of the Developer shall be a covenant that runs with the land being the Property upon which the Project is undertaken and shall be in full force and effect until the termination of this Agreement, upon which date this covenant shall terminate and be of no further force or effect (and shall cease as a covenant binding upon or running with the land) immediately, and without the necessity of any further action by Village or Developer or any other party; provided, however, upon request of any party in title to the Property, the Village shall execute and deliver to such party an instrument, in recordable form, confirming for the record that this covenant has terminated and is no longer in effect. Nothing contained within this Section shall be construed, however, to prohibit the Developer from initiating and prosecuting at its own cost and expense any proceedings permitted by law for the purpose of contesting the validity or amount of taxes, assessments, charges or other impositions levied or imposed upon Property or any part thereof.

SECTION 21: Declaration of Invalidity

Notwithstanding anything herein to the contrary, the Village, its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable to the Developer for damages of any kind or nature whatsoever or otherwise in the event that all or any part of this Agreement, the Hotel Motel Tax Act, Hotel and Motel Tax Ordinance, or other ordinances of the Village adopted in connection with either the Hotel Motel Tax Act, this Agreement or the Redevelopment Plan, shall be declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the Village is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof; provided that nothing in this Section shall limit otherwise permissible claims by the Developer seeking specific performance of this Agreement or other relevant contracts, if any, in the event of a breach of this Agreement by the Village.

Further, should this Agreement be declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof, either the Village is prevented from performing any of the covenants and agreements herein, or the Developer is prevented from enjoying the rights and privileges hereof, the Developer shall refund to the Village the full amount of each Developer Reimbursement Payment that has been issued by the Village to the Developer.

SECTION 22: Damage, Injury or Death Resulting from Project

The Developer releases from and covenants and agrees that the Village and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the Village, its Corporate Authorities, officials, agents, employees and independent contractors thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the construction or installation of the Project.

The Village and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or any of its officers, agents, independent contractors or employees or of any other person who may be about the Property or the Project due to any act of negligence of any person.

SECTION 23: Environmental Covenants

To the extent permitted by law, the Developer agrees to indemnify, defend, and hold harmless the Village, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from: (i) any release or threat of a release, actual or alleged, of any hazardous substances, upon or about the Property or respecting any products or materials previously, now or thereafter located upon, delivered to or in transit to or from the Property regardless of whether such release or threat of release or alleged release or threat of release has occurred prior to the date hereof or hereafter occurs and regardless of whether such release occurs as a result of any act, omission, negligence or misconduct of the Village or any third party or otherwise; (ii) (A) any violation now existing (actual or alleged) of, or any other liability under or in connection with, any environmental laws relating to or affecting the Property, or (B) any now existing or hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Property, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen prior to the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the Village or any third party or otherwise; (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any hazardous substances on or about or allegedly on or about the Property; or (iv) any breach, falsity or failure of any of the representations, warranties, covenants and agreements of the like. For purposes of this section, "hazardous materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 9601 et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule, or regulation.

SECTION 24: Third Parties

Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Village and the Developer and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third persons to either the Village or the Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or the Developer. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever.

SECTION 25: Special and Limited Obligation

This Agreement shall constitute a special and limited obligation of the Village according to the terms hereof. This Agreement shall never constitute a general obligation of the Village to which its credit, resources or general taxing power are pledged. The Village pledges to the payment of the Developer Reimbursement Payment pursuant to the terms of Section 5 hereof, and only such amount as and when received, and not otherwise.

SECTION 26: Certain Uses Prohibited

Though Developer is being extended significant flexibility in its development of the Property, this Agreement is contingent upon, and the parties agree that the Property will not be used for purposes in violation of the zoning of the Property, or the ordinances of the Village, or the laws of the State of Illinois or United States of America, and more specifically, the parties agree that the Developer will not develop the Property, utilize the Property for, or sell sections of the Property, to an individual, individuals, or entity that will utilize any portion of the property for:

1. The cultivation or sale of cannabis at a commercial business.
2. The production or sale of pornography at a commercial business.
3. The occurrence at a commercial business of any lewd or lascivious act or any topless and/or bottomless employee and/or employees or entertainment to be performed within the licensed premises by an entertainer employed therein, or by any employee or guest.
4. The displaying of or sale of pornographic films or pictures depicting acts, or a live performance at a commercial business of those acts which are prohibited above.
5. Any act prohibited by ordinance of the Village of Forsyth.

SECTION 27: Corporate Guaranty

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Guarantor hereby unconditionally and irrevocably guarantees to the Village the full and prompt payment and performance of all obligations of Developer arising under this Agreement, together with any amendments thereof. This is a guaranty of payment and performance and not merely of collection. Upon the Developer's failure to pay or perform any obligation of this Agreement when due, including but not limited to repayment pursuant to Section 21, the Guarantor shall immediately pay or perform such obligation upon written demand by the Village, without requiring the Village first to proceed against the Developer. The Guarantor's liability under this Guaranty shall be absolute, unconditional, and continuing until all obligations have been fully paid, performed, and discharged. This Guaranty shall remain in effect notwithstanding any extension, renewal, modification, compromise, release of collateral, settlement, insolvency, bankruptcy, merger, reorganization, or other change affecting the Developer. The Guarantor waives, to the fullest extent permitted by law, notice of acceptance of this Guaranty, presentment, demand, protest, notice of dishonor, notice of default, notice of nonpayment, and any requirement that the Village exhaust remedies against the Developer before enforcing this Guaranty. The Guarantor agrees to pay all reasonable attorneys' fees, court costs, and other expenses incurred by the Village in enforcing this Guaranty or collecting any amounts due hereunder, to the extent permitted by applicable law. This Guaranty shall be binding upon the Guarantor and the Guarantor's heirs, personal representatives,

successors, and permitted assigns and shall inure to the benefit of the Village, and its successors and assigns.

SECTION 28: Entire Agreement and Amendments

The parties hereto stipulate that each has obtained advice and consultation of legal counsel of its own choosing and have not relied upon legal representation or opinions of the other party. All agreements between the parties which related to the subject matter of this Agreement are expressly set forth herein, and no statements or expressions of the separate parties previously made and not set forth in writing in this Agreement with respect to the subject matter of this Agreement shall be binding upon said party.

The parties agree that this Agreement constitutes the entire agreement between the parties as to the subject matter of this Agreement, and that no other agreements or representations other than those contained in this Agreement have been made by the parties as it relates to the subject matter of this Agreement. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

SECTION 29: Choice of Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles. The Guarantor consents to the jurisdiction and venue of the state and federal courts located in Macon County, Illinois for any action arising out of or relating to this Agreement or any provision thereof.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW***

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

VILLAGE OF FORSYTH, ILLINOIS, an
Illinois Municipal Corporation

By: _____
President, Village of Forsyth

Date

ATTEST:

Village Clerk, Village of Forsyth

Date

PACE HOSPITALITY, LLC, an Illinois
Limited Liability Company,

By: _____
Its: Member

Date

**SUNRISE HOSPITALITY INC., an Ohio
corporation,**

By: _____
Its: Vice-President

Date

NEW BUSINESS

ITEM 3

ORDINANCE NO. 2026-_____

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

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

by and between

THE VILLAGE OF FORSYTH

and

PACE HOSPITALITY, LLC

and

DHAVAL PATEL

**ADOPTED BY THE CORPORATE AUTHORITIES
OF THE VILLAGE OF FORSYTH, MACON COUNTY, ILLINOIS,
ON THE 6TH DAY OF OCTOBER, 2026.**

ORDINANCE NO. 2026-____
VILLAGE OF FORSYTH, ILLINOIS
FORSYTH TAX INCREMENT FINANCING (TIF) DISTRICT
AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A REDEVELOPMENT AGREEMENT
by and between
THE VILLAGE OF FORSYTH
and
PACE HOSPITALITY, LLC and DHAVAL PATEL

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

1. The Redevelopment Agreement attached hereto as *Exhibit A* by and between the Village of Forsyth, Macon County, Illinois, an Illinois Municipal Corporation (the “Village”) and Pace Hospitality, LLC, an Illinois Limited Liability Company, and Dhaval Patel is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the Village said Redevelopment Agreement and the Village Clerk of the Village of Forsyth is hereby authorized and directed to attest such execution.
3. The Redevelopment Agreement shall be effective the date of its approval on the 6th day of October, 2026.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

(The remainder of this page is intentionally blank.)

UPON MOTION by Trustee _____, seconded by Trustee _____, and **PASSED, APPROVED AND ADOPTED** by roll call vote of the Corporate Authorities of the Village of Forsyth, Macon County, Illinois, on the **6th day of October, A.D., 2026**, and deposited and filed in the Office of the Village Clerk of said Village on that date.

PRESIDENT AND VILLAGE BOARD OF TRUSTEES	AYE VOTE	NAY VOTE	ABSTAIN/ABSENT
Jeff London			
Jim Ashby			
Chelsie Kidd			
David Wendt			
Jeremy Shaw			
Lauren Young			
Jim Peck, President			
TOTAL VOTES:			

APPROVED: _____
Village President

Date: _____

ATTEST: _____
Village Clerk

Date: _____

ATTACHMENT:

EXHIBIT A. REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF FORSYTH AND PACE HOSPITALITY, LLC AND DHAVAL PATEL.

REDEVELOPMENT AGREEMENT

by and between
VILLAGE OF FORSYTH
FORSYTH TIF DISTRICT
 and
PACE HOSPITALITY, LLC AND DHAVAL PATEL

THIS AGREEMENT (including *Exhibits*) is entered into this **6th day of October, A.D., 2026**, by and between the **VILLAGE OF FORSYTH** (Village), an Illinois Municipal Corporation, Macon County, Illinois, and **PACE HOSPITALITY, LLC**, an Illinois Limited Liability Company, and **DHAVAL PATEL** (collectively, the “Developer”).

PREAMBLE

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

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

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

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

WHEREAS, included in the Forsyth TIF District Redevelopment Project Area is 7.57 acres of property which is located at the southeast corner of Weaver Road and Commerce Place Drive, Forsyth, IL (**PIN 07-07-14-351-013** hereinafter referred to as the “Property”); and

WHEREAS, based on incentives offered by the Village, the Developer intends to acquire the Property and undertake site improvements to construct a 103-room Hampton Inn by Hilton hotel located thereon (the “Project”); and

WHEREAS, it is the intent of the Village to encourage economic development which will increase the real estate tax revenue of the Village, which increased incremental taxes will be used, in

part, to finance incentives to assist redevelopment within the TIF District and other contiguous redevelopment project areas; and

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

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

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

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

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

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

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

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

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

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

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

A. PRELIMINARY STATEMENTS

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

B. ADOPTION OF TAX INCREMENT FINANCING

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

C. INCENTIVES

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

1. Upon the Developer timely completing the Project as described herein, the Village agrees to reimburse the Developer **Ninety Percent (90%)** of the annual “net” incremental increase in real estate tax revenues generated by the Developer’s Project for reimbursement of the Developer’s TIF eligible project costs described in **Exhibit 1** and which have been verified pursuant to **Section E** below. Said reimbursements shall commence with first tax year that the hotel is fully constructed and assessed by the County and shall continue until the first to

occur of the following: a period of ten (10) years; the current expiration of the TIF District in tax year 2041 payable 2042; or the Developer's receipt of a total cumulative amount when added to any hotel tax incentives provided by the Village of **Two Million Five Hundred Thousand Dollars (\$2,500,000.00)**. These funds are to be allocated to, and when collected, shall be paid to the Village Treasurer for deposit in a separate account within the Special Tax Allocation Fund for the TIF District designated as the "*Pace Hospitality, LLC Special Account*" ("Special Account").

2. "Net" real estate tax increment is defined as annual increases in the real estate tax increment generated by the Project, after payment of a proportionate amount of TIF administrative fees and costs and payments pursuant to Intergovernmental Agreements, if any.
3. The Developer agrees to provide any information to the Village upon written request regarding the number of jobs created and/or retained by the Project as may be required by the Act and/or by the Illinois Comptroller. Failure to provide such information within 30 days of the date of Village's request shall be cause for Village, at its sole discretion, to declare the Developer in default and/or for the Village to withhold any payments due Developer until such time as the Village's request is satisfied.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. The Developer shall be reimbursed by the Village for all Eligible Project Costs permitted by the Act, up to an amount not to exceed **\$2,500,000.00**, including any reimbursements for sales tax or hotel tax, for verified TIF Eligible Project Costs incurred for the Project from the real estate tax increment deposited in the TIF District Special Tax Allocation Fund.
2. It is not contemplated nor is the Village obligated to use any of its proportionate share of the monies for any of the Developer's Eligible Project Costs but, rather, the Village shall use its sums for any purpose under the Act as it may in its sole discretion determine.
3. The Developer agrees to timely complete the project subject to Force Majeure, as defined below in **Section M**.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

1. Payment to the Developer for TIF Eligible Project Costs as set forth by the Act, shall be made by a requisition for payment of private redevelopment costs ("Requisition for Reimbursement" attached hereto as **Exhibit 2**, hereinafter referred to as "Requisition") submitted by the Developer to the Village's TIF Administrator Jacob & Klein, Ltd., with copy to The Economic Development Group, Ltd. (collectively, the "Administrator"), and shall be subject to the Administrator's approval of the costs and to the availability of funds in the Special Account.
2. All Requisitions must be accompanied by verified bills, statements, or invoices of suppliers, contractors or professionals together with mechanic's lien waivers (whether partial or full), cancelled checks, statements or invoices marked paid from each of the Parties entitled to a

payment, or other proofs of payment for such bills, statements, or invoices for costs that are the subject of such Requisition.

3. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) business days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator, the reasons for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.
4. All TIF Eligible Project Costs which have been approved by the Administrator shall then be paid by the Village from the Special Account to the Developer, or to others as directed by the Developer, pursuant to the Redevelopment Plan and as allowed by Illinois Law. The Village shall pay such approved eligible Costs within 45 days of approval of said costs and pursuant to the terms set forth in *Section C* above.
5. The Parties acknowledge that the determination of TIF Eligible Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The Village has no obligation to the Developer to attempt to modify those decisions but will assist the Developer in every respect as to obtaining approval of Eligible Project Costs.
6. The Developer may submit for prior approval by the Village as TIF Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF REAL ESTATE TAX INCREMENT

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

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

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

therefrom, that could potentially reduce the assessed value of the Property. Failure to provide such notice shall be considered a material breach of this Agreement and shall be cause for the Village to deny payments hereunder to the Developer.

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

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

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

H. LIMITED OBLIGATION

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

I. VILLAGE PUBLIC PROJECTS

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

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

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

K. COOPERATION OF THE PARTIES

1. The Village and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer's Redevelopment Project. This includes

without limitation the Village assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, subsidy or additional funding which may be available from other governmental sources as the result of the Developer's or Village's activities. This also includes without limitation the Developer assisting or sponsoring the Village, or agreeing to jointly apply with the Village, for any grant, award, or subsidy which may be available as the result of the Village's or Developer's activities.

2. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.
3. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies all approvals (whether federal, state, county, or local) required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property, including, without limitation, wetland mitigation, gas, telephone, and electric utility services, roads, highways, and rights-of-way, water and sanitary sewage facilities, and storm water disposal facilities.

L. DEFAULT; CURE; REMEDIES

In the event of a default under this Redevelopment Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other party (the "Non-defaulting Party"), shall have an action for damages, or, in the event damages would not fairly compensate the Non-defaulting Party for the Defaulting Party's breach of this Redevelopment Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the Village hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement.

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

M. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. The Developer shall complete the Project within thirty (30) months from the date of this Agreement. However, neither the Developer nor the Village shall be deemed in default with respect to any obligations of this Agreement on either of their part to

be performed if Developer or Village fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, condemnation, riots, insurrections, war, fuel shortages, Acts of God, acts caused directly or indirectly by the Village (or Village's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or Village.

N. ASSIGNMENT

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

O. WAIVER

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

P. SEVERABILITY

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

Q. NOTICES

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

TO VILLAGE:

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

TO DEVELOPER:

Pace Hospitality, LLC
% Dhaval Patel
5140 N Wingate Dr.
Decatur, IL 62526
Telephone: (419) 346-5883

With copy to:

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

With copy to:

R. SUCCESSORS IN INTEREST

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

S. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

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

T. INDEMNIFICATION OF VILLAGE

The Parties acknowledge that the current position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act is not applicable to TIF incentives that are received by private Developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is available on its website. If the Prevailing Wage Act is determined by a court of law, or agency with the authority to make such determination, to apply to private TIF projects, the Developer shall indemnify and hold harmless the Village, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et. seq.*), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the Village for any claim asserted against the Village arising from the Developer's Project and/or this Agreement or any challenge to the eligibility of project costs reimbursed to the Developer hereunder. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of Village, including but not limited to the reasonable attorney fees of Village.

U. OTHER GENERAL PROVISIONS

1. **Entire Agreement:** The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the Village and the Developer with respect to the subject matter hereof.
2. **Term of the Agreement:** This Agreement shall expire upon the first to occur of the following: the Developer having received reimbursements for a period of ten (10) tax years; the current expiration of the TIF District in tax year 2041 payable 2042; or the Developer receiving all incentives included herein. The Agreement shall expire sooner if the Developer sells or otherwise transfers the Property, files for bankruptcy or otherwise becomes insolvent,

the Property becomes the subject of foreclosure proceedings, or in the event of the default of the Developer of any of the provisions set forth herein.

3. **Amendments to this Agreement:** The Parties hereto may amend this Agreement at any time by their mutual consent which amendment must be in writing and executed by the Parties.
4. **Titles of Paragraphs:** Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provisions hereof.
5. **Choice of Law/Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court of **Macon County, Illinois.**
6. **Counterparts:** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
7. **Warranty of Signatories:** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF AND THE SIGNATORIES OF THE PARTIES HEREBY WARRANT FULL AUTHORITY TO BOTH EXECUTE THIS AGREEMENT AND TO BIND THE ENTITY IN WHICH THEY ARE SIGNING ON BEHALF OF.

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

VILLAGE OF FORSYTH, ILLINOIS, an
Illinois Municipal Corporation

BY:

President, Village of Forsyth

Date

ATTEST:

Village Clerk, Village of Forsyth

Date

PACE HOSPITALITY, LLC, an Illinois
Limited Liability Company

BY:

Name: _____

Date

DHAVAL PATEL, individually

Dhaval Patel

Date

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

PACE HOSPITALITY, LLC AND DHAVAL PATEL
Forsyth TIF District, Village of Forsyth, Macon County, Illinois

Property Location: Southeast corner of Weaver Rd. & Commerce Place Dr., Forsyth, IL

Parcel Number: 07-07-14-351-013

Project Description: The Developer intends to acquire 7.57 acres of Property and undertake site improvements and construct a 103-room Hampton Inn by Hilton hotel located thereon.

Estimated TIF Eligible Project Costs:

Land Acquisition.....	\$500,000
Site Preparation, Clearing & Grading	\$150,000
Professional Fees	\$205,000
Public Infrastructure Improvements.....	\$ _____
Utilities Extension.....	\$ _____
Interest Buy-Down (30%)	\$3,430,000
Total <i>Estimated</i> TIF Eligible Project Costs¹	<u>\$4,285,000</u>

¹ The total, cumulative reimbursement of new real estate tax increment generated by the Developer's Project for TIF Eligible Project Costs payable by the Village to the Developer shall not exceed **\$2,500,000.00**, including any reimbursements for sales tax or hotel tax, as set forth in this Redevelopment Agreement. The line items set forth in this ***Exhibit 1*** are not intended to place a total limit on the described expenditures or intended to preclude payment of other TIF eligible redevelopment project costs in connection with the Developer's Project, provided the total amount of payment for all eligible redevelopment project costs, public and private, shall not exceed the total amount set forth herein. Adjustments may be made to the designated and anticipated line items within the total, either increasing or decreasing verified line-item costs for the Redevelopment Project.

EXHIBIT 2**VILLAGE OF FORSYTH, ILLINOIS - FORSYTH TIF DISTRICT I****PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT****by
PACE HOSPITALITY, LLC AND DHAVAL PATEL**

Date: _____

Attention: Village TIF Administrator, Village of Forsyth, Illinois

Re: TIF Redevelopment Agreement, dated October 6, 2026
by and between the Village of Forsyth, Illinois, and Pace Hospitality, LLC
and Dhaval Patel, the “Developer”.

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

1. REQUEST FOR REIMBURSEMENT NO. _____
2. PAYMENT DUE TO: **PACE HOSPITALITY, LLC**
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

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

5. The undersigned certifies that:

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

SUBMITTED BY: _____(Developer)

Title: _____

FOR VILLAGE USE:

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

BY: _____

Title: _____ Date: _____

VILLAGE OF FORSYTH, ILLINOIS

BY: _____

Title: _____ Date: _____

NEW BUSINESS

ITEM 4

NEW BUSINESS

ITEM 5

Carpet Weaver's

COMMERCIAL

9/21/2026

105 Magnolia Drive
Forsyth, IL 62535

Ph.: (309) 834-3606

Fax: (309) 834-3607

Proposal

To: Village of Forsyth

Attention: Ryan Raleigh

Job Name: Forsyth Library Hallway and Conference Room (Day Work)

Carpet Weaver's Project Manager: Brian Scott (Cell 217-853-5691) bscott@carpetweavers.net

Submitted Via: Email

Scope of Work Base Bid (Hall and Conference Room): -Demo Carpet, Adhesive, Wood Base, and Vinyl Cove Base. Prep Entire Area. Install Specified LVT, Transitions, and Cove Base.

Scope of Work ADD (Tile DEMO & Carpet Intall): Demo Ceramic Flooring, Ceramic Base, and Setting Materials By the Two Entrance Doors. Prep Area. Install Specified Walk Off Carpet and Cove Base

Base Bid. Price-----\$11,608.00

Ceramic DEMO CPT Install-----~~ADD~~-----\$3,000.00

* Tax Exempt

* Day work figured

* Dumpster Figured

* Phase Work figured so the public still has access to the library. Note: At some point, bathrooms will NOT be accessible while working on the west side of the hallway

* No cleaning, waxing or protective papers have been included

* Additional floor repairs (grinding, leveling and patching) will be billed at \$110.00 per hour

* Premium Overtime not included (Weekends or Holiday)

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Our workers are fully covered by Workman's Compensation Insurance. Unless noted above, Carpet Weaver's Inc. does not include floor preparation, final cleaning, floor protection, bonds, permits, dumpsters, water, power, or associated fees. Floor preparation will be charged at \$98.00 per man hour plus materials.

We Propose hereby to furnish material and labor - Complete in accordance with above scope of work. Unless otherwise noted above, payment to be made 30 days from invoice date.

Project Manager Signature: _____ ***Proposal valid for*** 60 ***days from this date.***

Acceptance of Proposal: The above prices, scope of work and conditions are satisfactory and are hereby accepted. You are authorized to do the work as written.

Customer Signature: _____ ***Date:*** _____ ***Title:*** _____



MEMORANDUM

To: The Honorable President and Board of Trustees
From: Ryan Raleigh, Director of Planning and Zoning
Date: September 22, 2026
Subject: Library Hallway and Meeting Room Flooring Replacement

The library would like to replace the carpet in the main hallway and meeting room with the same vinyl flooring that was installed in the community room. We will also be removing the tile flooring at the front and back entrances and replacing it with walk off carpet. Walk off carpet helps to reduce dirt and moisture from entering the facility by up to 90%.

I reached out to Carpet Weavers to get a proposal on installing the new flooring. The total for installing the new vinyl flooring and walk off carpet is \$14,608.00.

The following is the budget for the library projects:

Budget (30-00-870-1)	\$ 150,000.00
Community Room Flooring	\$ 29,594.00
Counter Tops	\$ 3,847.00
Blinds	\$ 2,640.55
Hallway & Meeting Room Flooring	\$ 14,608.00
Restroom Lighting	
Restroom Partitions	
Restroom Mirrors	
TOTAL	\$50,689.55

I am requesting approval of the proposal from Carpet Weavers.

Please feel free to contact me with any questions or for further discussion regarding this recommendation or other matters.

Thank you!