

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH, ILLINOIS
6:30 P.M.
TUESDAY, AUGUST 1, 2023
VILLAGE HALL, 301 SOUTH ROUTE 51, FORSYTH, ILLINOIS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

1. APPROVAL OF MINUTES OF THE REGULAR MEETING OF JULY 5, 2023
2. APPROVAL OF PLANNING AND ZONING COMMISSION 2022 BOARD TERMS
3. 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. DISCUSSION AND POTENTIAL ACTION REGARDING SHERIFF'S CONTRACT (ADMINISTRATOR JILL APPLEBEE)

NEW BUSINESS

1. ORDINANCE NUMBER 2023-19 AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE DEVELOPMENT ORDINANCE ALLOWING PET STORE / GROOMING AS SPECIAL USE IN AREAS ZONED R1/OT (ADMINISTRATOR JILL APPLEBEE)
 2. ORDINANCE NUMBER 2023-20 AN ORDINANCE APPROVING A SPECIAL USE PERMIT AT 424 S. ELWOOD TO ALLOW FOR THE OPERATION OF A PET STORE/GROOMER (ADMINISTRATOR JILL APPLEBEE)
 3. ORDINANCE NUMBER 2023-21 AN ORDINANCE APPROVING A VARIANCE TO PERMIT A SHED WITHOUT FENCING AT KREKEL'S HAMBURGER RESTAURANT LOCATED AT 910 N. ROUTE 51 (ADMINISTRATOR JILL APPLEBEE)
 4. ORDINANCE NUMBER 2023-22 AN ORDINANCE APPROVING A VARIANCE TO CONVERT BILLBOARD TO A DIGITAL BILLBOARD ON PROPERTY DESCRIBED AS PART OF THE SW1/4 OF THE NW1/4 OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN IN MACON COUNTY ILLINOIS (PART OF "FORSYTH PLAZA SOUTH") (PIN: 07-07-23-151-004) (ADMINISTRATOR JILL APPLEBEE)
 5. ORDINANCE NUMBER 2023-23 AN ORDINANCE APPROVING AMENDMENT TO PRELIMINARY PLANNED UNIT DEVELOPMENT AND MINOR SUBDIVISION AT 994 US ROUTE 51 (VILLAGE ADMINISTRATOR JILL APPLEBEE)
 6. RESOLUTION NUMBER 9-2023 A RESOLUTION REGARDING THE PURCHASE OF POLICE VEHICLES FROM BOB RIDINGS INC. (ADMINISTRATOR JILL APPLEBEE)
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7. RESOLUTION 10-2023 A RESOLUTION APPROVING CONTRACT WITH CHASTAIN FOR DESIGN WORK FOR MAINTENANCE ON THE WATER TOWERS, GROUND STORAGE TANK AND AERATOR (PUBLIC WORKS DIRECTOR DARIN FOWLER)
8. DISCUSSION AND POTENTIAL ACTION REGARDING RFP FOR AUDITING FIRM (ADMINISTRATOR JILL APPLEBEE)

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

5 ILCS 120/2(c)(5): The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.

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

5 ILCS 120/2(c)(11): Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

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

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSION

ADJOURNMENT

Join Zoom Meeting

<https://us06web.zoom.us/j/83149831613>

Meeting ID: 831 4983 1613

One tap mobile

+13126266799,,83149831613# US (Chicago)

CONSENT AGENDA

ITEM 1

**MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF FORSYTH, ILLINOIS,
HELD AT 6:30 P.M. ON WEDNESDAY, JULY 18, 2023
AT FORSYTH VILLAGE HALL**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Absent: Trustee Jeremy Shaw

Staff Present:

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

Staff Absent: Village Engineer Jeremy Buening

Others Present: resident Bill Krueger

CONSENT AGENDA

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

MOTION

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

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

Yeas: 5 – Young, London, Gruenewald, Johnson, Wendt
Nays: 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

Deputy Hale reported an update regarding vehicles running stop signs. They have received several calls on solar panel solicitors. He said retail thefts are down. He also reported that it appears that golf cart drivers are abiding by the rules somewhat better.

2. Village Staff Reports

Mayor Peck gave kudos to Public Works Director Fowler and staff for their prompt efforts at storm damage clean up.

OLD BUSINESS

1. ORDINANCE NUMBER 2023-17 AN ORDINANCE AMENDING CLASS H LIQUOR LICENSE (ADMINISTRATOR JILL APPLEBEE)

Administrator Applebee summarized the need for this amendment to the Class H liquor license. A brief discussion was held and it was decided to amend the current hotel Class H license description to include the option of providing small liquor packets to their patrons.

MOTION

Trustee Wendt made a Motion to approve Ordinance Number 2023-17 as presented and Trustee London seconded the Motion.

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

Yeas: 4 – Young, London, Johnson, Wendt

Nays: 1 – Gruenewald

Absent: 1 – Shaw

Motion declared carried.

2. DISCUSSION AND POTENTIAL ACTION REGARDING GOLF CART RULES (VILLAGE ADMINISTRATOR JILL APPLEBEE)

Administrator Applebee introduced the topic of golf cart rules and summarized previous Board discussion. She presented the Mt. Zion revised document to address Forsyth's needs and asked for input. A lengthy discussion was held that included the topics of whether to allow golf carts on roads, licensing, inspection process by Sheriff's department, and insurance coverage. It was then agreed that the revised rules will not include specific roads, that the inspection process will be held by the Sheriff's deputies, seat belt laws will be followed and to allow what Mt. Zion policy currently allows. The implementation date will likely be in April, 2024.

No Motion needed.

NEW BUSINESS

1. **ORDINANCE NUMBER 2023-18 AN ORDINANCE APPROVING PURCHASE AND INSTALLATION OF POLICE EQUIPMENT PACKAGE FOR 2023 FORD EXPLORER (ADMINISTRATOR JILL APPLEBEE)**

Administrator Applebee introduced the details of the requested police equipment package. It is approximately \$2,000 over budget so Board approval is needed. Mayor Peck asked if other vendors were available to consider. A brief discussion was held regarding this purchase. A longer discussion ensued about the need for an ordinance to be implemented for certain types of purchases.

MOTION

Trustee Wendt made a Motion to approve Ordinance Number 2023-18 as presented and Trustee Young seconded the Motion.

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

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

Motion declared carried.

2. **DISCUSSION AND POTENTIAL ACTION REGARDING SHERIFF'S CONTRACT (ADMINISTRATOR JILL APPLEBEE)**

Administrator Applebee explained the details of the proposed contract and said this is for discussion only today. The contract is projecting an increase to \$618,362 for 2024, \$631,751 for 2025, \$645,475 for 2026 and \$659,541 for 2027. Trustee Gruenewald questioned why the Village was paying certain maintenance expenses and a discussion ensued. It was agreed to have the Sheriff's department to come speak to the Board at the

next meeting.

No motion needed.

3. DISCUSSION AND POTENTIAL ACTION REGARDING ELECTRICAL CHARGING STATIONS (ADMINISTRATOR JILL APPLEBEE)

Trustee Gruenewald introduced the topic and the potential need for these in the Village and the long-term benefits. He felt it would be a definite draw since we are located right off the interstate. A lengthy discussion ensued regarding the future need for all electronic vehicles. Trustee Wendt commented that there is an Ameren grant money available for the installation of super charging stations. Ultimately the Board agreed that Administrator Applebee would conduct further research for use in future discussions.

No motion needed.

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

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

5 ILCS 120/2(c)(11): Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

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

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSION

A Closed Session was cancelled due to lack of updated information on various topics.

ADJOURNMENT

Trustee Wendt made the Motion to adjourn and Trustee Young seconded the Motion. All Board members agreed by voice vote, and the meeting was adjourned at 8:00 P.M.

By: Cheryl Marty
Village Clerk

CONSENT AGENDA

ITEM 2

Planning and Zoning Commission Term Information

Background Information

The Planning and Zoning Commission (hereafter referred to as “The Commission”) is an advisory board appointed by the Village of Forsyth Board of Trustees (hereafter referred to as “The Board”).

The Commission is made up of seven commissioners and two alternate commissioners.

The Commission, in its current state, was formed from the merging of the Plan Commission and the Zoning Board of Appeals at the Village Board Meeting on October 3, 2011. The “original” commission this year, when changes were introduced, were given staggered terms, as follows.

Commissioner Seat (arbitrary)	Staggered Term Length
Seat 1	1 year
Seat 2	2 years
Seat 3	3 years
Seat 4	4 years
Seat 5	5 years
Seat 6	6 years
Seat 7	7 years

Commissioners are to serve 5 year terms. In addition to the seven commissioners, two alternate commissioners were appointed in 2011, and shall be reappointed every 5 years.

Current Commissioners

For reference, as of July 2023, these individuals occupy the commissioner seats currently, and when their terms expire:

Commissioner Seat	Current (July 2023) Commissioner	Term Expires
Seat 1	RC Campbell	2027
Seat 2	Steve Ragan	2023
Seat 3	Larry Perkins	2024
Seat 4	Dennis Downey	2025
Seat 5	Dan Doerfler	2026
Seat 6	Matt May	2027
Seat 7	Cathy Mitteer	2023
Alt Commissioner	Colleen Brinkoetter	2026
Alt Commissioner	OPEN	

CONSENT AGENDA

ITEM 3

DATE: 08/01/23

Tuesday August 01,2023

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 DAVE & JEN PECK 230258	01-10-914	MEDALS FOR FORSYTH FEST	360.00	360.00
01 ALTORFER, INC V27906-01	01-41-929	RENTAL OF BACKHOE FOR STORM DAMAGE	1212.00	1212.00
01 JEFFERY ANDERSON 5855	01-52-617	GROUND MAINT ATHLETIC FIELDS	650.00	650.00
01 ATLAS LOCK, INC. 46376	51-00-652	OP SUPPLY PADLOCKS & KEYS	172.50	122.00
46380	01-41-652	OP SUPPLIES-LOCKS & KEYS		50.50
01 BABY TALK, INC. BT 052023 008	01-53-913	BABY TALK TIMES FOR MAY	400.00	400.00
01 BLACKSTONE AUDIO, INC 2109119	01-53-681	AUDIO VISUAL	90.89	90.89
01 BOB BRADY AUTO GROUP 133408	01-41-613	VEHICLE MAINT	95.00	95.00
01 BOB RIDINGS, INC FL2424	01-11-535	2023 FORD POLICE VEHICLE (WHITE)	44275.00	44275.00
01 JAMES BRUMMITT 072823	01-11-547	737 PHILLIPS CIRCLE ELECTRIC INSPEC	90.00	90.00
01 CORN BELT ENERGY CORPORATION 072823	51-00-571	WELL #6 UTILITIES	2408.78	2408.78
01 CLOSS ELECTRIC COMPANY, INC 25105	51-00-512	CO2 TANK MAINT	105.00	105.00
01 CONSTELLATION NEWENERGY 3797830	01-11-571	JUNE '23 GAS UTILITIES	409.81	56.78
3797830	01-41-571	JUNE '23 GAS UTILITIES		116.08
3797830	01-53-571	JUNE '23 GAS UTILITIES		63.46
3797830	51-00-571	JUNE '23 GAS UTILITIES		173.49
01 DYNAGRAPHICS, INC 229039	01-10-917	SIGNS FOR EASTER EGG HUNT	609.60	609.60
01 ENVIRONMENTAL SYSTEMS 26158301	01-11-537	GIS ANNUAL SUBSCRIPTION	1023.00	1023.00
01 CENGAGE LEARNING INC/GALE 81538616	01-53-671	BOOKS	305.59	127.16
81546785	01-53-671	BOOKS		75.72
81547886	01-53-671	BOOKS		54.73
81589708	01-53-671	BOOKS		47.98
01 W. W. GRAINGER, INC. 9769347668	51-00-612	CO2 TANK REPAIR	258.33	258.33
01 HOBBY LOBBY STORES, INC. 072823	01-11-929	MISC EXP	16.56	16.56
01 ILLINOIS SECTION AMERICAN 200081836	01-41-560	D. FOWLER SAFETY SUMMIT	50.00	50.00
01 ILLINOIS DEPARTMENT OF LABOR 072823	01-11-929	IDOL PAYMENT REQUEST	22.33	22.33
01 ILLINOIS HEARTLAND LIBRARY SYS			6666.66	

DATE: 08/01/23

Tuesday August 01,2023

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
2024-0452	01-53-537	FY24 SHARE MEMBERSHIP FEE 7/1-6/30		6666.66
01 ILLINOIS HEARTLAND LIABRARY SY 2024-0023	01-53-537	FY24 BIBLIOGRAPHIC FEE 7/1-6/30	90.00	90.00
01 ILLINOIS HEARTLAND LIBRARY SYS 2024-0157	01-53-540-1	FY24 CLOUD LIB SUBSC 7/1-6/30	550.00	550.00
01 JENNIFER A. STOUT 072823	01-53-913	PROGRAMMING	75.00	75.00
01 LINDE INC. 37088894	51-00-656	CHEMICALS	8528.28	8528.28
01 MENARDS 072823	01-41-652	OP SUPPLIES	222.22	154.18
072823	01-52-612	EQUIP MAINT SUPPLIES		18.72
072823	01-53-913	PROGRAMMING		49.32
01 MISSISSIPPI LIME COMPANY 1681352	51-00-656	CHEMICALS-LIME	9221.95	4642.75
1682406	51-00-656	CHEMICALS-LIME		4579.20
01 MORGAN DISTRIBUTING, INC. 506667	01-52-655	FUEL	1893.03	1056.80
506676	01-41-655	FUEL		836.23
01 PARKS SEWER SERVICE, INC 69244	52-00-549	JETTED SWR LINES SHADOW RIDGE/SHAFE	540.00	540.00
01 RICHLAND COMMUNITY COLLEGE 2945	01-41-560	CDL TRAINING Z. BYRNE & D. PRUITT	4130.00	4130.00
01 SAM'S CLUB/GECF 072823	01-41-652	OP SUPPLIES	932.47	740.51
072823	01-53-651	OFFICE SUPPLIES		39.98
072823	01-53-913	PROGRAMMING		80.24
072823	01-11-651	OFFICE SUPPLIES		71.74
01 AT & T 072823	52-00-552	783 STVNS CREEK JULY '23 PHONE	456.18	126.73
072823	52-00-552	101 HUNDLEY JULY '23 PHONE		108.52
072823	52-00-552	440 HUNDLEY JULY '23 PHONE		108.52
072823	52-00-552	815 W FORSYTH JULY '23 PHONE		112.41
01 MACON COUNTY SHERIFF/ 072823	01-11-535	2ND QTR SHERIFF CONTRACT	118240.39	118240.39
01 SORLING, NORTHROP, HANNA, CULL 215651	01-11-533	ADMIN LEGAL SERVICES JUNE '23	4826.25	3052.50
215902	01-11-533	JUNE '23 WESTERMAN LEGAL SERVICE		1773.75
01 NICHOLS PAPER & SUPPLY CO 12478624-00	01-53-654	JANITORIAL SUPPLIES	1499.58	163.22
7303588-00	01-41-654	JANITORIAL SUPPLIES		1336.36
01 STAPLES CREDIT PLAN 072823	01-11-651	OFFICE SUPPLIES	25.99	25.99
01 STOLLEY TERMITE & PEST CONTROL 072823	01-53-511	BLDG MAINT SERV-MONTHLY BUG SPRAY	65.00	65.00
01 UNIFIRST CORPORATION 1953197	01-11-512	SUPPLIES FOR FIRST AID KIT	144.17	7.86

SYS DATE:07/27/23

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 998SYS TIME:11:40
[NW1]

DATE: 08/01/23

Tuesday August 01,2023

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
H326399	01-11-512	SUPPLIES FOR FIRST AID KITS		45.44
H326399	01-41-512	SUPPLIES FOR FIRST AID KITS		90.87
01 US POSTAL SERVICE (CAPS)			692.57	
072823	51-00-549-1	AUG '23 W/S UTILITY BILLING POSTAGE		346.28
072823	52-00-549-1	AUG '23 W/S UTILITY BILLING POSTAGE		346.29
01 VILL OF FORSYTH			150.00	
072823	01-11-571	W/S UTILITIES FR AUG '23		150.00
01 WAL-MART			177.12	
072823	01-53-913	PROGRAMMING		81.38
072823	01-53-651	OFFICE SUPPLIES		17.90
072823	01-53-681	AUDIO VISUAL		77.84
01 WATER SOLUTIONS UNLIMITED, INC			720.00	
114806	51-00-656	CHEMICALS-CHLORINE		720.00
** TOTAL CHECKS TO BE ISSUED			212401.25	

SYS DATE:07/27/23

VILLAGE OF FORSYTH
A / P W A R R A N T L I S T
REGISTER # 998

SYS TIME:11:40
[NW1]

DATE: 08/01/23

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FUND INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
=====				
GENERAL FUND			189174.67	
WATER OPERATIONS			21884.11	
SEWER OPERATIONS			1342.47	
*** GRAND TOTAL ***			212401.25	
TOTAL FOR REGULAR CHECKS:			203,179.30	
TOTAL FOR DIRECT PAY VENDORS:			9,221.95	

ADMINISTRATION REPORTS

ENGINEER'S REPORT

Forsyth; August 1, 2023 Board Meeting

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

Project 6928 – Maroa-Forsyth Grade School Bike Path

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

We continued to discuss utility conflicts with Ameren and AT&T. Underground utilities have been marked in the field to assist with clearing up our mapping. We also contacted Metro Communications regarding their fiber installation work, so they do not add any potential conflicts to the path construction. We have also started preparing plats and legal descriptions for the two easement acquisitions.

Project 7982 – Forsyth Park LWCF Grant Compliance

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

We are wrapping up the bidding specifications and permits. We have submitted the plans to IDNR for review. We anticipate advertising this project for bids as soon as IDNR signs off that the improvements meet the intent of the grant and opening bids in late August or early September.

Project 8000 – Well No. 7

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

Work at the well 7 site is in a bit of a hiatus until items that required offsite prefabrication and long lead times are acquired.

Project 8498 – Advisory Services

Grayhawk Pavement Repairs

This project consists of patching various locations along the roads in the subdivision to address "dips" in the pavement due to subgrade settlement.

We will be meeting with Public Works Director Fowler to select locations to be repaired in the subdivision on July 28.

Veterans Pond Outfall Repairs

This project consists of repairs to the existing pond overflow structure to address water leaking under the structure.

This work is on hold until the pond banks are addressed by Public Works.

Eastside Bike Path Maintenance

This project consists of patching, crack filling, milling, and asphalt overlay of the bike path from E Hickory Point Rd to Cox St.

Work on the bidding plans and specifications are in progress. Public Works Director Fowler is working on extending a culvert in advance of the asphalt work.

ENGINEER'S REPORT

Forsyth; August 1, 2023 Board Meeting

US Route 51 Improvements

This project consists of coordination responsibilities with IDOT to communicate the Village's input on the proposed improvements.

IDOT has provided us with clarifications to a few minor questions we had on their final plans. This project is still on schedule for the September letting.

Project 8594 – Moon St Sidewalk Improvements

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

Surveying is close to complete and project design will begin shortly. IDOT has formally announced the Safe-Routes-to-School grant cycle will be open from August 1 to October 2, 2023.

Project 8595 – Barnett Ave Improvements

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

We are working on fitting this project into our survey schedule. The DUATS TIP was approved on July 18 and included \$1,169,600 of Federal Funds for this project. This covers 80% of the anticipated construction cost, the remaining 20% will need to be covered by the Village.

Project 8645 – Water Treatment Plant Clarifier & Filter Maintenance

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

We are waiting for the radium test results on the filter media to be completed. We have started assembling specifications for the work and will begin looking at a schedule for bidding the work once the results of the filter samples are available.



Library Director's Report

August 01, 2023

- As of July 26, the registration total for the library's Summer Reading Program "*Find Your Voice*" is 454.
- We had an amazing fun and educational program with Wild Times Exotics on Tuesday, July 25. Lacey provided a lot of cool information about the wonderful animals that she presented, and the kids and adults in attendance enjoyed petting, holding, and learning about them. A great time was had by all.
- Our End of Summer Reading Party is taking place on Saturday, July 29 from 11:00 a.m. – 12:30 p.m. In addition to fun games, families can enjoy a cool and sweet treat while the Kona Ice truck is here, 11:00 a.m. – 12:00 p.m. Due to the heat and the potential for severe weather, the family games will likely take place in the community room rather than outside.
- Prizes for completion of the Summer Reading Challenge levels must be picked up by Saturday, August 5. Patrons that complete all levels will also be entered into the Grand Prize drawing for their age group. These drawings will take place during the week of August 7.
- In addition to working on collecting quotes for the installation of security cameras at the library, I am also working on a security cameras policy. This will be presented to the Library Commission in August and will be voted on in September.
- The Library Commission will soon work on fulfilling the annual Per Capita Grant requirements, which includes review of the manual, *Serving our Public 4.0: Standards for Illinois Public Libraries*. This will be completed at several meetings, and it is always a great opportunity for conversations about how to improve the library.
- We are currently surveying our library patrons who use newspapers and magazines in the library as we are looking to dramatically reduce the number of magazines that we purchase each year. This offset cost will allow us to try a digital magazine service through Libby/Overdrive that provides instant access without holds to more than 4,500 popular magazines remotely using your library card barcode and pin. We will share more information about this resource should we choose to move forward.
- My focus on local history digitization, emergency planning, long-range planning, and the potential for a library instruction program continues.

Steven Ward
July 26, 2023

Public Works Report 7-27-23

Parks:

- * Disc Golf preps for July 28-30 Pro/Am Tournament. The course looks awesome.
- * Field 1 preps, home plate and batters box repairs, for upcoming Jr High Baseball Season, which starts July 31.
- * Mowing, weeding, lopping trees continues.
- * Completed Storm cleanup.
- * Crabgrass / weed control applied to HS Fields, Soccer field.

Parks to do list:

- * Aerate and Overseed HS fields, public ball fields and soccer fields.
- * Jr High Baseball preps.
- * Pickle Ball Court lights.
- * Pickle Ball / Tennis Court concrete work.

Village:

- * We maintained the Village Hall, the Library, and other property / easements throughout the Village.
- * We worked on permits, ordinances, inspections, and concerns.
- * Potholes filled – Raptor Ln.
- * Storm Cleanup completed.

Village to do list:

- * Road, sidewalk repairs.

Water Treatment Plant / Sewer:

- * Continued with meeting monthly / annual IEPA sampling and analysis requirements.
- * Lime delivery port repair.

Water / Sewer to do list is:

- * Complete monthly IEPA sampling and other required sampling, to include Well 7 re-sampling.
- * Complete annual Lead / Copper Sampling
- * Complete annual Lime Lagoon Sampling
- * Install new RAW and Finished Water Flow Meters, with calibrations (fall/winter).
- * Replace failed Well #3 PLC.

Thanks, Darin

OLD BUSINESS

ITEM 1

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: August 1, 2023
Subject: Sheriff Contract

I met with the Sheriff Department to begin a discussion on their new contract, which will expire at years end. Currently, we pay \$476,229. This provides them with a net loss to \$142,133 to operate here in Forsyth.

We currently do not pay for uniforms, training, up keep on vehicles, gas, and detective services. They are also paying for the backfill of keeping a deputy here when one of ours goes on vacation (\$25,000 a year).

They are looking at an increase to \$618,362 for 2024. \$631,751 for 2025. \$645,475 for 2026 and \$659,541 for 2027.

This is the initial discussion prior to the contract being signed. They have offered to come to the next meeting if we have questions.

We will still need to provide them with vehicle replacements as stated in the contract in which we agree upon.

They would like for the contract to read similar to past one (included).

For reference, Mt. Zion has a budget of \$1.5 million for their police Department. Monticello has \$1.3 million.

They will be here to discuss.

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

Current Contract Revenue & Expense

2023 Revenue from Forsyth		\$	476,229
2023 MSO Expenses			
Deputy Salaries and Benefits	\$	535,554	
Gas*	\$	12,960	
OSSI MCT Maintenance*	\$	645	
Radio Updates and Service*	\$	2,340	
Training*	\$	328	
Forsyth CIRDC costs (8% of Total MSO calls)*	\$	66,535	
TOTAL	\$	618,362	
Net Loss	\$	(142,133)	

*2022 figures

Projected 2024-27 with built in 2.5% increase each year

MSO Expenses	2024	2025	2026	2027
Deputy Salaries and Benefits	\$ 535,554	\$ 548,943	\$ 562,667	\$ 576,733
Gas*	\$ 12,960	\$ 12,960	\$ 12,960	\$ 12,960
OSSI MCT Maintenance*	\$ 645	\$ 645	\$ 645	\$ 645
Radio Updates and Service*	\$ 2,340	\$ 2,340	\$ 2,340	\$ 2,340
Training*	\$ 328	\$ 328	\$ 328	\$ 328
Forsyth CIRDC costs (8% of Total MSO calls)*	\$ 66,535	\$ 66,535	\$ 66,535	\$ 66,535
TOTAL	\$ 618,362	\$ 631,751	\$ 645,475	\$ 659,541

*2022 figures

CONTRACT
FOR
MACON COUNTY SHERIFF'S POLICE
FOR
THE VILLAGE OF FORSYTH, ILLINOIS

FINAL
 unsigned

(Signed on 5/20,
 delivered to MCSO
 5/27).

THIS AGREEMENT, made between the County of Macon, a Municipal Corporation of the State of Illinois, herein referred to as the County, and the Village of Forsyth, Illinois, hereinafter referred to as the Contractee, and the Sheriff of Macon County, Illinois, hereinafter referred to as the Sheriff.

WITNESSETH:

WHEREAS, the Contractee is desirous of obtaining the services of well-trained and well-equipped law enforcement personnel for the public safety and the welfare of the citizens of the Contractee's government jurisdiction and for the County of Macon; and

WHEREAS, the Contractee is desirous of a contractual agreement with the County, and the Sheriff, that will provide a well-trained, uniformed Sheriff's deputy(s) so as to provide the Contractee with adequate professional police services for the protection of the citizens of the Contractee as well as the citizens of the county as a whole.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable considerations, it is agreed by and between the signatory parties of this document as follows:

ITEM 1

This agreement shall be for a period of forty-eight (48) months, starting on the 1st day of June, 2011 and ending on the 31st day of May, 2015.

ITEM 2

The Contractee shall pay to the county the total amount of Three Hundred Forty-Nine Thousand, Three Hundred Sixty-Three Dollars and Seventy-Four Cents (\$349,363.74) per Sheriff's contractual police unit, over a forty-eight (48) month contract service period. For the purpose of this agreement, a single contractual unit is defined as (1) deputy Sheriff and (1) police patrol vehicle along with all necessary equipment, supplies and/or services required in order to provide adequate Sheriff's police services for the Contractee. The Macon County Board, in conjunction with the Sheriff, shall purchase five (5) new patrol vehicles with all necessary equipment at the initiation of this Contract. These five (5) vehicles and equipment will be the ones referred to in this contract. A new vehicle is estimated to cost \$19,998.00, less estimated trade in value for the old car of \$5,900.00, plus decals of \$715.00.

ITEM 3

This agreement requires the Contractee to pay the County the total amount due, One Million, Seven Hundred Forty-Six Thousand, Eight Hundred Eighteen Dollars and Seventy-One Cents (\$1,746,818.71) for the services of five (5) contractual units in accordance with the following provisions:

A. The Contractee shall pay the County a down payment in the amount of Seventy-Three Thousand Nine Hundred Seventy Dollars (\$73,970.00) on or before the starting date of this agreement, or the execution date of this Contract, whichever is later.

B. The Contractee shall pay the county the balance due of One Million, Six Hundred Seventy-Two Thousand, Eight Hundred Forty-Eight Dollars and Seventy Cents (1,672,848.70) in the form of sixteen (16) quarterly payments, in arrears, each payment in the amount of One Hundred Four Thousand, Five Hundred Fifty-Three Dollars and Four Cents (\$104,553.04) for 1st Quarter June-August, 2nd Quarter September-November, 3rd Quarter December-February, 4th Quarter March-May. The Contractee shall forward said payments to the County within ten (10) working days of receipt of the Sheriff's billing statement.

ITEM 4

It is mutually understood and agreed to, by both the county and the Contractee that one hundred percent (100%) of all traffic fine monies generated by the Deputy Sheriff(s) assigned to duty, for the Contractee, shall be credited to the Contractee's account on a quarterly (1/4) basis with payments to the county to be adjusted accordingly.

ITEM 5

Unless otherwise agreed, contractual units shall be scheduled so as to provide the Contractee with police services twenty-four (24) hours per day and seven (7) days per week. This coverage shall be provided in shifts consisting of eight (8) hours per contract unit, consistent with standard personnel scheduling procedures of the Macon County Sheriff's Office.

ITEM 6

Sheriff's police services shall be directed to within, but not totally limited to, geographical confines of the Contractee's jurisdiction. Regular police motor patrol activities will be limited to the geographical boundaries of the Contractee's jurisdiction. It shall be mutually understood that activities such as follow-up investigations, report completion, filing of all mandated state reports, court related activities and other necessities of police work stemming from activities or situations occurring within the Contractee's geographical boundaries may require the contractual units(s) to travel out of said boundaries in order to properly complete such follow-up investigations and/or other duties.

ITEM 7

This agreement shall in no way reduce the service, heretofore provided, by the Sheriff, to the Contractee at any time that the contractual unit(s) is not on duty or is in any way unable to personally handle an immediate situation. It is also the intent of the Sheriff to assign general department patrol activities, outside of the Contractee's jurisdictional boundaries, to other Sheriff's office units that are not contractual units assigned to the Contractee.

ITEM 8

There shall be no limitation upon the contractual unit(s) provided by this agreement, to respond to any emergency call if the contractual unit(s) is the closest available unit to the location of any such emergency. "Emergency" is defined for the purpose of this agreement as any offense, circumstance or threat, which may subject persons or property to danger or immediate harm.

ITEM 9

There shall be no limitation upon the contractual unit(s) to respond to a (mutual aid) call for assistance from any other law enforcement officer, fire department, or any other emergency service personnel or agency in order to prevent loss of life or property, or to prevent harm or injury to come about to any person due to the immediate nature of the situation.

ITEM 10

In the event of disaster or major emergency elsewhere in the county, the Sheriff, at his discretion, may reassign the contractual unit(s) for the interim of the said emergency.

ITEM 11

The Sheriff may, from time to time, at his discretion, direct the contractual unit(s) to provide intensive traffic control measures, which may include the use of radar and related devices.

ITEM 12

In his discretion, and the consistent with good police practice, the Sheriff shall provide additional investigative personnel and/or service for the Contractee when necessary.

ITEM 13

Sheriff's police service provided hereunder to not include calls concerning animals unless such animals are an immediate danger to public health or safety, such as a rabid animal. Regulatory animal control functions are the responsibility of the Contractee.

ITEM 14

The Sheriff shall establish and maintain, on a twenty-four (24) hour day, seven (7) day week basis, telecommunication service between state, county, and other various municipal police agencies, fire departments, ambulance, rescue and other vital emergency service agencies.

ITEM 15

The Sheriff shall establish and keep a filing and record system for all data relative to this contractual agreement. On a monthly basis, the Sheriff shall forward, to the Contractee, a report covering the activities of the contractual unit(s).

ITEM 16

This agreement shall in no way abrogate the lawful authority of the county, the Sheriff, or the Contractee.

ITEM 17

The county shall be deemed the employing municipality for the purpose of Chapter 65, Section 5/1-4-5, of the Illinois Compiled Statutes.

ITEM 18

All Deputy Sheriffs, provided as a part of the contractual unit(s) assigned to the Contractee through this agreement, shall be subject to the Standard Operation Procedures of the Macon County Sheriff's Office, applicable working agreements and the Rules and Regulations of the Macon County Merit Commission.

ITEM 19

It is mutually understood by all parties to this agreement that the County Board of Macon County will add, in addition to the present number of Sheriff's deputies and Sheriff's police patrol vehicles, the total number of contractual units required by this contract for Sheriff's Police Services.

ITEM 20

This contract for Sheriff's Police Services is subject to the approval of the Governing Board of the Contractee, the County Board of Macon County, Illinois and the Macon County Sheriff.

ITEM 21

This contract for Sheriff's Police Services can be made void at anytime that this Contractee, the County and the said Sheriff mutually agree and execute a signed statement with the same formality by which this agreement was executed.

ITEM 22

During the four (4) years of service on this Contract, the Sheriff will provide routine maintenance on all five (5) vehicles, including oil changes, lube jobs, tires, balancing and rotations, and the Sheriff shall pay for all insurance. After the first three (3) years of service, the Village will accept financial responsibility for any non-routine maintenance expenses. As noted above, routine maintenance items will be provided by the Sheriff during the entire four years of service on this contract.

ITEM 23

In addition to the aforementioned payments, the Village agrees to pay to the Sheriff a fuel surcharge. The fuel surcharge shall be based on the actual cost of fuel that exceeds the base fuel cost as follows:

During the first Contract year -	\$3.00 per gallon
During the second Contract year -	3.09 per gallon
During the third Contract year -	3.18 per gallon
During the fourth Contract year -	3.27 per gallon

The Sheriff will provide the Village with weekly printouts of fuel usage from the distributor showing the fuel cost. Payments shall be made on a quarterly basis when billed by the Sheriff pursuant to ITEM 3.

ITEM 24

The Sheriff shall provide bicycles and accompanying equipment to its officers who provide bicycle patrol to the village. The Village shall pay the cost of all tune-ups or reasonable repairs made to the bicycles, and/or the replacement of existing bicycles as may be needed.

ITEM 25

The Sheriff shall relocate its local office to Forsyth Village Hall within six (6) months after the commencement of this Contract and shall maintain the office in Village Hall throughout the term of this Contract. The Village shall provide for the local office all general office equipment, including but not limited to a desk and chair, telephone and telephone service, and internet service. The Sheriff shall provide a computer and printer.

THE FORGOING constitutes the entire agreement between the County, the Sheriff, and the Contractee, and no verbal statement shall supersede any of its provisions. This Contract for Sheriff's Police Services may be amended by mutual agreement, signed, and executed with the formality with which this agreement was executed.

IT WITNESS WHEREOF the parties hereto have signed and sealed this agreement on the day and date first written above.

FOR THE COUNTY OF MACON

ATTEST:

BY: _____

BY: _____

Board Chairman

DATE: _____

FOR THE CONTRACTEE

ATTEST:

BY: _____

BY: _____

Village President

DATE: _____

SHERIFF OF MACON COUNTY

BY: _____

ATTEST:

BY: _____

DATE: _____

MACON COUNTY SHERIFF 4 YEAR & 7 Months CONTRACT (55 MONTHS) 6/1/15 TO 12/31/19

01-11-535 (SHERI)

2011 Impala trade in \$3,000.00
2011 Impala trade in \$3,000.00
2011 Impala trade in \$2,000.00
2011 Impala trade in \$2,000.00

1 2016 Ford Explorer purchased 3/21/2016 \$ 26,233.00 (Jackson Ford)
1 2015 Chevrolet Caprice purchased 3/21/2016 \$ 26,754.00 (Miles Chevrolet)
1 2017 Ford Explorer purchased on 3/6/2017 \$ 28,485.00 (Jackson Ford)
1 2017 Ford Explorer purchased on 3/6/2017 \$ 28,485.00 (Jackson Ford)
1 2018 Ford Explorer Purchased 3/5/2018 \$ 35,083.00 (Jackson Ford)
\$1,977,433.70 OR \$107,860.02 PER QTR for 17 QTRS with the 18TH QTR AT \$143,813.36

10 days after received		CONTRACT \$ DU		TICKETS ISSUED \$:		AMOUNT DUE \$:		PAID DATE:		CHECK#:	
DUE DATE:											
1 1st Qtr. June, July, Aug. 2015	Sept.	\$	107,860.02	\$	2,596.55	\$	105,263.47	9/21/2015	47724		
2 2nd Qtr. Sept, Oct, Nov. 2015	Dec.	\$	107,860.02	\$	1,643.29	\$	106,216.73	12/21/2015	48105		
3 3rd Qtr. Dec, Jan, Feb. 2016	Apr.	\$	107,860.02	\$	1,407.45	\$	106,452.57	3/21/2016	48427		
4 4th Qtr. Mar, Apr, May 2016	Jun.	\$	107,860.02	\$	1,999.05	\$	105,860.97	6/20/2016	48854		
5 1st Qtr. June, July, Aug. 2016	Sept.	\$	107,860.02	\$	1,762.90	\$	106,097.12	10/3/2016	49318		
6 2nd Qtr. Sept. Oct, Nov. 2016	Dec.	\$	107,860.02	\$	1,685.70	\$	106,174.32	1/16/2017	49718		
7 3rd Qtr. Dec, Jan, Feb. 2017	Mar.	\$	107,860.02	\$	1,933.30	\$	105,926.72	4/3/2017	49996		
8 4th Qtr. Mar, Apr, May 2017	Jun.	\$	107,860.02	\$	1,642.65	\$	106,217.37	7/3/2017	50418		
9 1st Qtr. June, July, Aug. 2017	Sept.	\$	107,860.02	\$	1,617.38	\$	106,242.64	10/2/2017	50776		
# 2nd Qtr. Sept. Oct, Nov. 2017	Dec.	\$	107,860.02	\$	1,378.29	\$	106,481.73	12/29/2017	51126		
# 3rd Qtr. Dec, Jan, Feb. 2018	Mar.	\$	107,860.02	\$	2,451.11	\$	105,408.91	4/2/2018	51484		
# 4th Qtr. Mar, Apr, May 2018	Jun.	\$	107,860.02	\$	2,201.37	\$	105,658.65	7/2/2018	51931		
# 1st Qtr. June, July, Aug. 2018	Sept.	\$	107,860.02	\$	1,067.73	\$	106,792.29	10/1/2018	52320		
# 2nd Qtr. Sept. Oct, Nov. 2018	Dec.	\$	107,860.02	\$	1,159.25	\$	106,700.77	12/18/2018	52692		
# 3rd Qtr. Dec, Jan, Feb. 2019	Mar.	\$	107,860.02	\$	1,479.00	\$	106,381.02	4/1/2019	53056		
# 4th Qtr. Mar, Apr, May 2019	Jun.	\$	107,860.02	\$	1,997.91	\$	105,862.11	7/1/2019	53479		
# 1st Qtr. June, July, Aug. 2019	Sept.	\$	107,860.02	\$	1,252.38	\$	106,607.64	10/7/2019	53893		
# 2nd Qtr. Sept. Oct, Nov. Dec. 2019	Jan.	\$	143,813.36	\$	1,409.33	\$	142,404.03	12/31/2019	54305		
TOTALS:						\$	1,977,433.70	\$	30,684.64	\$	1,946,749.06

Additional Expenses:				
Vendor Paid	Amount:	Date Paid:	Description:	Check #
Macon County Treasurer	\$ 479.02	6/15/2015	2011 Steering pump	47223
Rigdon Auto Glass	\$ 252.69	6/16/2015	2011 Windshield Replaced	47241
Macon County Treasurer	\$ 677.60	7/20/2015	2011 Power Steering Pump	47439
Macon County Treasurer	\$ 413.82	8/3/2015	2011 Hub Bearings	47505
Jackson Ford	\$ 26,233.00	3/21/2016	2016 Ford Explorer	48410
Miles	\$ 26,754.00	3/21/2016	2015 Chevrolet Caprice	48414
CDS Office Technologies	\$ 466.00	4/18/2016	Mount Bracket for Equip	48507
Central Service Center	\$ 5,031.00	5/2/2016	Accessories new Ford	48572
Hollon Signs	\$ 750.00	5/2/2016	Lettering on Vehicle	48581
Hollon Signs	\$ 750.00	6/20/2016	Lettering on Vehicle	48832
Macon County Treasurer	\$ 666.42	7/5/2016	2011 Impala Hub/Tie Rod End & Rotors	48915
Macon County Treasurer	\$ 102.35	7/18/2016	2011 Impala Battery Replaced	48998
Central Service Center	\$ 3,850.07	8/15/2016	Equip installed Caprice	49106
Macon County Treasurer	\$ 96.82	10/17/2016	Impala Battery	49364
Macon County Treasurer	\$ 141.14	2/6/2017	2011 Impala Cooling Fan Motor	49762
Macon County Treasurer	\$ 404.90	2/21/2017	2011 Impala Pads/Rotors/Sway Bar Link	49824
Hollon Signs	\$ 1,500.00	3/3/2017	Lettering on 2 Vehicles	49876
Jackson Ford	\$ 28,485.00	3/3/2017	2017 Ford Explorer	49881
Jackson Ford	\$ 28,485.00	3/3/2017	2017 Ford Explorer	49881
Macon County Treasurer	\$ 96.33	3/20/2017	2011 Impala Serpentine belt/tide pully	49931
Macon County Treasurer	\$ 60.90	3/20/2017	2011 Impala cabin filter/coolant	49931
Rav O' Herron	\$ 907.12	4/3/2017	2 Rear Cages (new vehicles)	49992
CDS Office Technologies	\$ 2,616.00	5/1/2017	2 docking stations	50092
Printek, LLC	\$ 1,149.80	5/15/2017	Cable/ADA	50168
Rugged Computing, Inc	\$ 2,450.96	5/15/2017	Laptop	50170
Global Technical Systems, Inc	\$ 5,647.86	6/19/2017	Remove equip out of 2 Impalas	50322
Macon County Treasurer	\$ 146.02	1/15/2018	Batter Replaced	51187
Macon County Treasurer	\$ 80.45	3/19/2018	15 Caprice Brake Pads	51420
Jackson Ford	\$ 32,083.00	3/5/2018	2018 Ford Explorer	51362
Hollon Signs	\$ 880.00	4/2/2018	Lettering on new vehicle	51471
Macon County Treasurer	\$ 97.93	6/18/2018	2017 Explore Rear Rotor/Pads	51845
Macon County Treasurer	\$ 98.00	8/20/2018	Remove Decals/Equip old car	52143
Clear Talk	\$ 4,166.39	9/17/2018	Equip installed new explore	52240
Global Technical Systems, Inc	\$ 149.25	11/5/2018	Lightbar Repairs	52444
Macon County Treasurer	\$ 345.91	2/4/2019	Replace Brakes/Rotors '15 Caprice	52819
Macon County Treasurer	\$ 349.50	3/18/2019	Front Hub Assy Repair '15 Caprice	52979
Macon County Treasurer	\$ 16.76	6/17/2019	Wiper Blades '15 Caprice	53393
Decatur Bicycle Shop	\$ 150.99	7/15/2019	Bicycle Repairs	53524
Best-One-Of Central IL	\$ 23.50	9/3/2019	Vehicle Flat Tire Repair	54001
Macon County Treasurer	\$ 127.00	12/16/2019	Tire Repair	54191
Total:				\$ 177,182.50

GRAND TOTAL PAID OUT DURING THE AGREEMENT:					\$	2,123,331.56	
					\$	424,786.31	5 Deputies per deputy for 4 years
					\$	106,196.58	Average per deputy per year

01-11-535 (SHERI)

MACON COUNTY SHERIFF 4 YEAR CONTRACT (48 MONTHS) 01/01/2020 TO 12/31/2023
 One new Vehicle each of the 4 years purchased by the Village plus equipment for vehicles.

(the village will pay all cost associated with in-car computer expenses, including but not limited to; Sungard OSSI MCT program yearly maintenance and Verizon unlimited broadband service).

(the sheriff will ensure that each patrol vehicle is outfitted with a computer and equipment necessary for the stable installation and operation of said computer. To the extent possible, computers and installation equipment already in use will be transferred to new patrol vehicles. Necessary replacement computers, installation equipment and accessories will be the responsibility of the village).

Vehicle Description:	Date Purchased:	Amount Paid:	Vendor:	V/in #	Check #:	Old Vehicle Trade In:
1 2022 Ford Police Interceptor Utility (Black)	8/2/2022	\$ 38,993.00	Bob Ridings	1FMSK8AB8NGSB47899	57837	\$5,000 deducted off 3rd Qtr bill
1 2022 Ford Police Interceptor Utility (White)	11/15/2022	\$ 40,085.00	Bob Ridings	1FMSK8AB6NGC42266	58304	\$8,500 deducted off 1st Qtr bill
		\$ -				
		\$ -				
		\$ 79,078.00				

Contract Agreement:									
Quarterly Installment Dates:	DUE DATE:	CONTRACT \$ DUE:	TICKETS ISSUED \$:	Squad Car Trade In	Verizon Wireless Charges	AMOUNT DUE \$:	PAID DATE:	CHECK#:	
1 Jan. 1 to Mar. 31, 2020 1st Qtr	April	\$ 110,556.50	\$ 1,841.88			\$ 108,714.62	5/18/2020		54789
2 Apr. 1 to Jun. 30, 2020 2nd Qtr	July	\$ 110,556.50	\$ 1,406.32			\$ 109,149.98	9/8/2020		54785
3 Jul. 1 to Sep. 30, 2020 3rd Qtr	October	\$ 110,556.50	\$ 614.33			\$ 109,942.17	10/19/2020		55372
4 Oct. 1 to Dec. 31, 2020 4th Qtr	January	\$ 110,556.50	\$ 1,055.37			\$ 109,501.23	2/1/2021		55716
5 Jan. 1 to Mar. 31, 2021 1st Qtr	April	\$ 113,320.41	\$ 2,877.93			\$ 107,678.57	5/4/2021		56066
1st qtr 2021 invoiced for wrong contract amount they used \$110,556.50 in error village still owes \$2,763.91 will add to next qtr									
6 Apr. 1 to Jun. 30, 2021 2nd Qtr	July	\$ 113,320.41	\$ 386.00			\$ 2,763.91	8/3/2021		56424
7 Jul. 1 to Sep. 30, 2021 3rd Qtr	October	\$ 113,320.41	\$ 230.48			\$ 112,934.41	8/3/2021		56424
8 Oct. 1 to Dec. 31, 2021 4th Qtr	January	\$ 113,320.41	\$ 356.84			\$ 113,089.93	11/16/2021		56821
9 Jan. 1 to Mar. 31, 2022 1st Qtr	April	\$ 116,153.42	\$ 912.12			\$ 112,963.57	2/1/2022		57074
10 Apr. 1 to Jun. 30, 2022 2nd Qtr	July	\$ 116,153.42	\$ 1,453.87		\$ 539.85	\$ 115,761.15	5/3/2022		57456
11 Jul. 1 to Sep. 30, 2022 3rd Qtr	October	\$ 116,153.42	\$ 518.13	\$ 5,000.00	\$ 539.85	\$ 115,239.40	8/2/2022		57862
12 Oct. 1 to Dec. 31, 2022 4th Qtr	January	\$ 116,153.42	\$ 308.85		\$ 539.85	\$ 111,175.14	11/1/2022		58231
13 Jan. 1 to Mar. 31, 2023 1st Qtr	April	\$ 119,057.26	\$ 1,115.93	\$ 8,500.00	\$ 539.85	\$ 116,384.42	2/7/2023		58582
14 Apr. 1 to Jun. 30, 2023 2nd Qtr	July	\$ 119,057.26	\$ -			\$ 109,981.18	5/2/2023		58938
15 Jul. 1 to Sep. 30, 2023 3rd Qtr	October	\$ 119,057.26	\$ -			\$ -			
16 Oct. 1 to Dec. 31, 2023 4th Qtr	January	\$ 119,057.26	\$ -			\$ -			
		\$ 1,836,350.36	\$ 13,078.15			\$ 1,455,299.68			

Maintenance: During the term of this agreement, the Sheriff will provide routine maintenance on all vehicles. Route maintenance shall consist of fuel, oil changes, lube jobs, tiers, tire balancing and rotations, and automobile insurance.

The Village will be financially responsible for paying for maintenance and for all expenses for any vehicle three years old or older, except routine maintenance.

[illegible]

Additional Bicycle Expenses:

The village shall provide bicycles and accompanying necessary equipment to such Sheriff's Contractual Units. Additionally the village shall pay the cost of all tune-ups and reasonable repairs made to the bicycles and or the replacement of existing bicycles as may be needed.

[illegible]

GRAND TOTAL PAID OUT DURING THE AGREEMENT:	\$ 1,578,086.27
	\$ 5
	\$ 315,617.25
	\$ 78,904.31

NEW BUSINESS

ITEM 1

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: August 1, 2023
Subject: Groomer

-
- Request by Alicia Force for text amendment to Development Ordinance Section 4.8 to amend the Permitted and Special Use Chart to create a special use for Pet Store/Grooming in areas zoned R1/OT in accordance with Development Ordinance Section 9.11.
 - Request by Alicia Force for special use to use the real property commonly known as 424 S. Elwood, Forsyth, Illinois and legally described as MORISSEY & ETNIERS FIRST ADDITION TO VILLAGE LOTS 7 AND 8 (PIN: 07-07-14-176-003), as a Pet Store/Groomer. The request is made in accordance with Development Ordinance Section 9.12. The property is currently zoned OT and no request to vary the zoning has been made.

Planning and Zoning Approved-6-0

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

**PETITION FOR TEXT AMENDMENT TO DEVELOPMENT ORDINANCE TO ADD
PET STORE / GROOMING AS SPECIAL USE UNDER R1/OT**

IN THE MATTER OF THE PETITION OF ALICIA FORCE TO THE PLANNING AND ZONING COMMISSION AND TO THE BOARD OF TRUSTEES OF THE VILLAGE OF FORSYTH:

NOW COMES the Petitioner, Alicia Force (“Petitioner”), and hereby petitions the Planning and Zoning Commission for a recommendation to approve a text amendment to the Development Ordinance and petitions the Village of Forsyth for approval of this Petition to amend the text of the Development Ordinance to include “Pet Store / Grooming” as a special use in areas zoned R1/OT, all in accordance with Development Ordinance Section 9.11 AMENDMENTS, and further states as follows:

1. The Petitioner has an interest in the real property legally described as:

MORISSEY & ETNIERS FIRST ADDITION TO VILLAGE LOTS 7 AND 8

2. The address and PIN of the real property are:

424 S. Elwood Street
Forsyth, IL
PIN: 07-07-14-176-003

(“Real Property”).

3. The Real Property is a commercial property within the boundaries of the Village of Forsyth, Illinois and is zoned OT, and Petitioner seeks to operate a Grooming business at the Real Property.

4. Petitioner, as an interested person, seeks a Text Amendment pursuant to Development Ordinance Section 9.11 A. (2)(a) and Section 9.11 C.

5. Petitioner seeks to amend the Development Ordinance by adding an “S” for “Special Use” in the “Pet Store/Grooming” row and the R1/OT column on page 4-12 of the “4.8 PERMITTED AND SPECIAL USE CHART.

6. The proposed text amendment adds a special use R1/OT which requires Village Board approval of the special use at the location requested.

7. The proposed amendment is consistent with the Comprehensive Plan and the current use of the Real Property, the property immediately adjacent, and other properties zoned “OT”.

8. The text amendment promotes the health, safety, and general welfare of the Village of Forsyth by creating a special use for a needed service within the Village in an area which already has multiple commercial use properties.

WHEREFORE, the Petitioner, ALICIA FORCE, requests the Planning and Zoning Commission recommend to the Board of Trustees that the proposed text amendment detailed herein be adopted by Ordinance in accordance with the provisions of the Development Ordinance, and further requests that the Board of Trustees adopt said Ordinance approving the text amendment detailed herein.

PETITIONER:

Alicia Force
424 S. Elwood St.
Forsyth, IL 62535
(217) 877-5988

Date: _____, 2023

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER
2023-19

**AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE
DEVELOPMENT ORDINANCE ALLOWING PET STORE/GROOMING AS A SPECIAL
USE IN AREAS ZONED R1/OT**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

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

Village Trustees

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

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

ORDINANCE NO. 2023-19

**AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE
DEVELOPMENT ORDINANCE ALLOWING PET STORE/GROOMING AS A SPECIAL
USE IN AREAS ZONED R1/OT**

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, 65 ILCS 5/11-13-14 provides that a municipality may amend its Zoning ordinances provided that a hearing be held before the Village Planning and Zoning Commission with notice being published not more than 30 nor less than 15 days before the hearing; and,

WHEREAS, the Village’s Development Ordinance contains the zoning regulations applicable throughout the Village; and,

WHEREAS, Section 9.11.C. of the Village Development Ordinance allows the Planning and Zoning Commission and interested persons to propose text amendments to be considered by the Village Board; and,

WHEREAS, an interested person petitioned the Planning and Zoning Commission to propose a potential text amendment regulating Pet Stores/Grooming in the Village by allowing them as special uses in areas zoned R1/OT; and,

WHEREAS, a public hearing was noticed by publication in the Herald & Review, and was duly held by the Forsyth Planning and Zoning Commission on July 27, 2023; and,

WHEREAS, the Planning and Zoning Commission met on July 27, 2023, and unanimously recommended the Village Board approve a text amendment regulating Pet

Stores / Grooming in the Village by allowing them as special uses in areas zoned R1/OT; and,

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 Amendment.

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

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

Section 2. Amendment to Text of the Village Development Ordinance. The Village Development Ordinance is hereby amended by adding an “S” for “Special Use” in the “Pet Store/Grooming” row and the R1/OT column on page 4-12 of the “4.8 PERMITTED AND SPECIAL USE CHART.”

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 _____ 2023, at Forsyth,

Macon County, Illinois.

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

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

NEW BUSINESS

ITEM 2

VILLAGE OF FORSYTH

301 S. Route 51

Forsyth, IL 62535

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



SPECIAL USE APPLICATION

OWNER: ☒APPLICANT: ☐Name: Alina FreeAddress: 424 S. Elwood St.Phone Number: 217-877-5988E-mail Address: AlinaFree@sbeglobal.netProperty Address: 424 S. Elwood St.PIN #: 07-07-14-176-003

Legal Description of the Property:

Morrissey + Etniers First ADDN TO Village of
Forsyth Lots 7+8

Zoning District: OT - Original Town

Existing use of the property:

Commercial Bldg.

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

Commercial Bldg w/ Addl Small Business

*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:

~~Providing~~
Providing local grooming services.

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

Potential for On Occasional dog Bark

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

Adjacent Property to North is Commercial
w/ same bldg as Commercial

4. Effects of traffic generated by the proposed use:

Traffic will be limited due to Service
provided by Appt only.

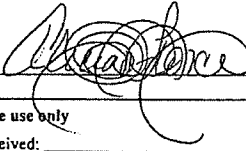
5. Relationship to the Comprehensive Land Use Plan:

Existing Commercial Property.

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

Proposed Special Use will not go against Any of Standards.

\$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:  Date: _____

For office use only	
Date Received: _____	PZC Meeting Date: _____
Application Fee Paid: _____	Board Meeting Date: _____
Approved (Y/N): _____	Ordinance # _____

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER
2023-20

**AN ORDINANCE APPROVING A SPECIAL USE AT 424 S. ELWOOD TO ALLOW
FOR THE OPERATION OF A PET STORE/GROOMER**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

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

Village Trustees

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

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

ORDINANCE NO. 2023-20

AN ORDINANCE APPROVING A SPECIAL USE AT 424 S. ELWOOD TO ALLOW FOR THE OPERATION OF A PET STORE/GROOMER

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

WHEREAS, a petition for a special use was filed by Alicia Force for the property commonly known as 424 S. Elwood, Forsyth, Illinois and legally described as MORISSEY & ETNIERS FIRST ADDITION TO VILLAGE LOTS 7 AND 8 with PIN 07-07-14-176-003 to allow for the operation of a Pet Store/Groomer; 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

WHEREAS, a public hearing was noticed and duly held on July 27, 2023, 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; and

WHEREAS, at the hearing on July 27, 2023, the Commission voted unanimously to recommend allowing the special use without conditions; 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 special use 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 July 27, 2023 meeting and public hearing.

Section 3. Description of the Property. The Property is commonly known as 424 S. Elwood, Forsyth, Illinois, and is legally described as MORISSEY & ETNIERS FIRST ADDITION TO VILLAGE LOTS 7 AND 8 with PIN 07-07-14-176-003.

Section 4. Public Hearing. A public hearing was duly advertised in the Decatur Herald & Review and held by the Planning and Zoning Commission on July 27, 2023, at which time the Planning and Zoning Commission voted to recommend allowing the special use.

Section 5. Special Use Permit. The special use permit requested in the Special Use Application, outlined herein, and recommended at the July 27, 2023, Planning and Zoning Commission meeting, is hereby granted to allow for the operation of a Pet Store/Groomer at the Property described herein.

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 _____ 2023, at Forsyth, Macon County, Illinois.

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

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

NEW BUSINESS

ITEM 3

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: August 1, 2023
Subject: Krekels

Request for variance submitted by Chad Krekel to vary the requirements of Development Ordinance Section 4.6 C. (11)(b) to permit a shed without fencing at the real property commonly known as 910 N. Route 51, Forsyth, Illinois and legally described as PT SW1/4 SEC 14 DESC AS: COM SW COR SD SEC 14 TH ERLY ALG S LN SD SEC 14 52.26 TO / PIZA HUT PT ON E ROW LN (PIN: 07-07-14-351-009).

Planning and Zoning Approved-6-0

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

VILLAGE OF FORSYTH

301 S. Route 51
Forsyth, IL 62535

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



VARIANCE REQUEST APPLICATION

OWNER: ☒

APPLICANT: ☐

Name: Chad Krekel

Address: 910 North Route 51 Forsyth, IL 62535

Phone Number: (217) 791-1302

E-mail: _____

Property Address: 91n N Rt 51 Forsyth

PIN #: 07-07-14-351-009

Legal Description of the Property:

PT SW1/4 SEC 14 DESC AS: ~COM SW COR SD SEC 14 TH ERLY ~ALG S LN SD SEC
14 52.26 TO/ ~PIZZA HUT ~PT ON E ROW LN ~

Zoning District: C-1: Commercial Service District



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

Would like to not install a fence around the new shed

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

Krekels Hamburger Restaurant

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

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

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

The shed is close to the road, it is a new shed and the fence will take away from appearance of the building

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

n/a

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

n/a

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

n/a

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

Yes the variance will allow us not to put up a fence and keep the property looking nice

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

Signature: Chal A. K. Date: 5-31-23

For office use only

Date Received: 5-31-23

PZC Meeting Date: _____

Application Fee Paid: \$90 5-31

Board Meeting Date: _____

Approved (Y/N): _____

Ordinance # _____





THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER 2023-21

**AN ORDINANCE APPROVING A VARIANCE TO PERMIT A SHED WITHOUT
FENCING AT KREKEL'S HAMBURGER RESTAURANT LOCATED
AT 910 N. ROUTE 51**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

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

Village Trustees

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

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

ORDINANCE NO. 2023-21

**AN ORDINANCE APPROVING A VARIANCE TO PERMIT A SHED WITHOUT
FENCING AT KREKEL'S HAMBURGER RESTAURANT LOCATED
AT 910 N. ROUTE 51**

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

WHEREAS, an application was filed by Chad Krekel / Krekel's Hamburger Restaurant for a variance to allow a shed without fencing to be placed at 910 N. Route 51; and,

WHEREAS, the Planning and Zoning Commission ("Commission") held a duly noticed public hearing on July 27, 2023, and recommended by a 6-0 vote of the Commission that the Village Board approve the variance to Development Ordinance Section 4.6 C. (11)(b) as requested in the application; and,

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

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

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

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

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

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

Section 3. Description of the Property. The Property is commonly known as 910 N. Route 51 and is legally described as: PT SW1/4 SEC 14 DESC AS: COM SW COR SD SEC 14 THERLY ALG S LN SD SEC 14 52.26 TO / PIZA HUT PTON E ROW LN.

Section 4. Public Hearing. A public hearing was advertised in the Decatur Herald & Review and held by the Planning and Zoning Commission on July 27, 2023, at which time the Planning and Zoning Commission voted to recommend approval of the variance.

Section 5. Variance. The variation requested in the Variance Request Application, outlined herein, and recommended at the July 27, 2023, Planning and Zoning Commission meeting, is hereby granted to allow for a shed without fencing to be placed on the Property as requested.

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

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

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

SO ORDAINED this _____ day of August 2023, at Forsyth, Macon County,
Illinois.

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

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

NEW BUSINESS

ITEM 4

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: August 1, 2023
Subject: Lamar

Lamar is requesting a variance to vary the requirements to convert a static billboard to a digital billboard on the north-facing side of the property.

Staff is in favor of this as it has many benefits to the community in which we will discuss-including Village use, Emergency Management and communication.

P&Z Approved- 6-0

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

VILLAGE OF FORSYTH

301 S. Route 51
Forsyth, IL 62535

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



VARIANCE REQUEST APPLICATION

OWNER: ☐

APPLICANT: ☒

Name: Lamar OCI North, dbaLamar Advertising of Decatur

Address: 100 West Hazel Dell Rd. Springfield IL 62712

Phone Number: (217) 585-8110

E-mail: mbaietto@lamar.com

Property Address: See attached legal description

PIN #: 07-07-23-151-004

Legal Description of the Property:

See attached deed.

Zoning District: C-1: Commercial Service District



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

7.3A Prohibited signs billboards

7.3D Illumination, if converted the digital sign will run 24/7.

7.4C Maximum area of electronic sign is 50% of permitted area. 100% of the sign will be digital on conversion.

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

Convert the existing static billboard to a digital on the north face. The current site is 14' x 48' 672 sq ft. The digital conversion will be 10'6" x 36' 378 sq ft. The south face will remain static at conversion to 10'6" x 36'. The height will remain the same after the conversion. Please see attached detailed description of conversion.

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

VARIANCE APPLICATION GENERAL INFORMATION:

- Complete the entire Variance Request Form including:
 - ☒ Owner or Applicant Information (Please check appropriate box. However, if you are the applicant, contact information is needed for you and the owner.)
 - ☒ Legal Description of the Property (If you do not know the property's legal description contact Macon County or access the information on the Macon County website.)
 - ☒ Existing zoning of the property (if unsure please verify with Village Hall)
 - ☒ List the requested variation(s) to the Development Ordinance (Example – Section 4.9: Front Yard variance of 5 feet to allow a home addition to within 25 feet of the property line in an R-1 zoning district.)
 - ☒ Describe what your plans are for the property.
 - ☒ Provide a dimensioned site plan or plat to depict the proposed variation(s). The site plan or plat should include the location of any current or proposed structures on the property.
 - ☒ Thoroughly answer the five mandatory questions for the Variance Standards that the Planning and Zoning Commission and Village Board will be basing their recommendation and decision on for the variance request.
 1. Special or unique circumstances exist that are unique to the property seeking the variance (examples of special circumstances include, but are not limited to the physical character of the land or buildings, dimensions, topography, and soil conditions); and
 2. The special circumstances are not of so general or recurring a nature throughout the entire Village as to make it reasonably practical to provide for a general regulation; and
 3. Strict application of the Development Ordinance will deprive the applicant of right and/or uses commonly enjoyed by other owners of property in the immediate area under the regulations of this Development Ordinance; and
 4. The authorization of such variance will not be of substantial detriment to adjacent property and the granting of the variance will not change the character of the district; and
 5. The variance is the minimum variance that will make possible the reasonable use of the property, building, or structure.
- Note: The Commission or Board may also recommend denial or deny an application for a variance if evidence is submitted and substantiated demonstrating any of the following:
- The need for the variance was created by the applicant or another party with an interest in the property;
 - The granting of the variance will impair neighboring property values; and/or
 - The granting of the variance will cause substantial detriment to the public good.
- ☒ Pay the required \$90 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.

* 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.

** If a Variance Request gets approved, an applicant has **18 months** from the date the ordinance is approved to apply for a building permit. An extension may be granted by the Village Board of Trustees to the 18 month timeframe if an applicant requests an extension prior to the 18 month time limitation. Should a building permit not be issued or an extension not be granted prior to the 18 month time limitation, the variance shall be considered null and void.

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

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

The existing billboard is only one permitted in the Village that could be converted to digital. There are several factors in digital conversion, height, size and foundation weight distribution.

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

No - this is the only site to convert to digital located within the Village limits.

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

No. This site is the only one that can be converted based on IDOT regulations and Village regulations

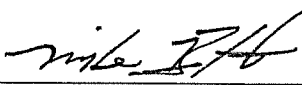
4. Will the authorization of such variance not be of substantial detriment to adjacent property and will the granting of the variance not change the character of the district? Please explain.

No. The digital conversion will actually reduce the spread of the lighting due to the LED 's compared to 400 watt fixtures. Also reducing the size will have a positive effect.

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

Yes the 378 sq ft would be the minimum to convert to a digital bulletin - see attached

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

Signature:  Date: 6/22/23

For office use only

Date Received: _____

PZC Meeting Date: _____

Application Fee Paid: _____

Board Meeting Date: _____

Approved (Y/N): _____

Ordinance # _____



*Outdoor Advertising Company of Decatur/Springfield
100 West Hazel Dell Road - Springfield, IL 627*

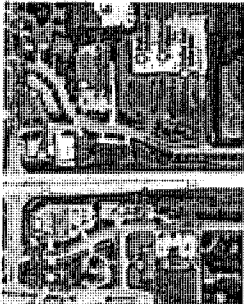
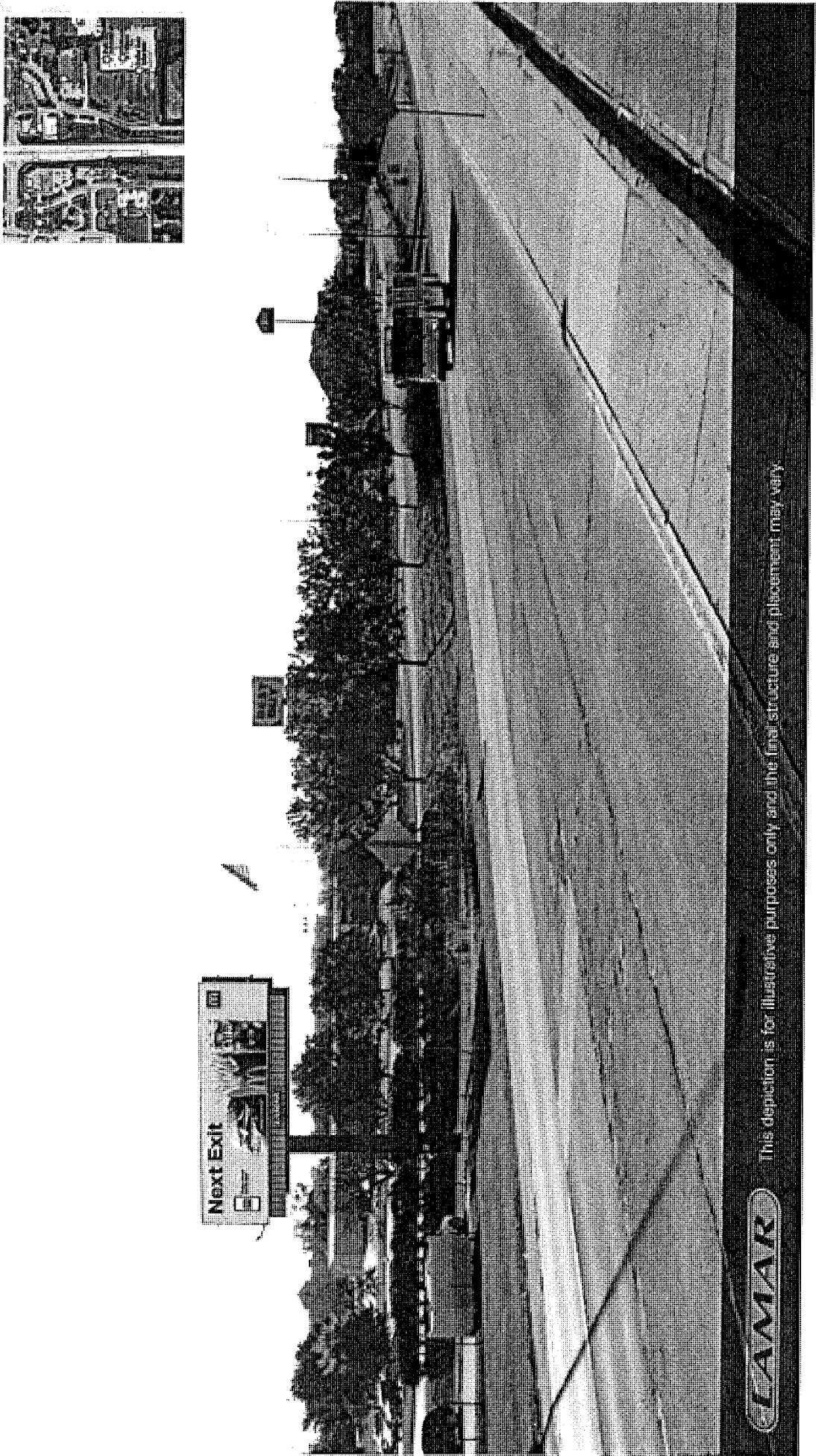
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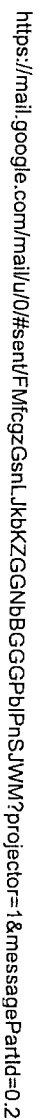
Village of Forsyth Variance Digital Conversion:

- 1.) Current location is 14' x 48 - Digital conversion 10'6" x 36' (see attached sample)- the site will become a partial flag unit - from the current pole 27' to the west and 9' to the east. Height is now 40' and will remain 40' on conversion.
- 2.) Lamar will provide engineering specifications and a complete survey before any construction is started. IDOT will require a permit also and Lamar will share the permit information once submitted The variance is needed to apply for the Village of Forsyth and IDOT permits.
- 3.) The Village of Forsyth will have one 10 second slot on the North face at digital conversion and Lamar will provide artwork at no cost.
- 4.) The digital display comes equipped with a light-sensor (photocell) that detects ambient light levels and adjusts the display intensity automatically according to natural ambient light conditions. The sign is set to not exceed a brightness level of 0.3 foot candles above ambient light as measured from an appropriate distance. OAA Standards.
- 5.) Digital Unit is equipped with Lamar Emergency Alert System (see attached).
- 6.) Landowner - Brenda Sensenig 2424 W Forest Ave. Decatur IL 62522 (217)4549603

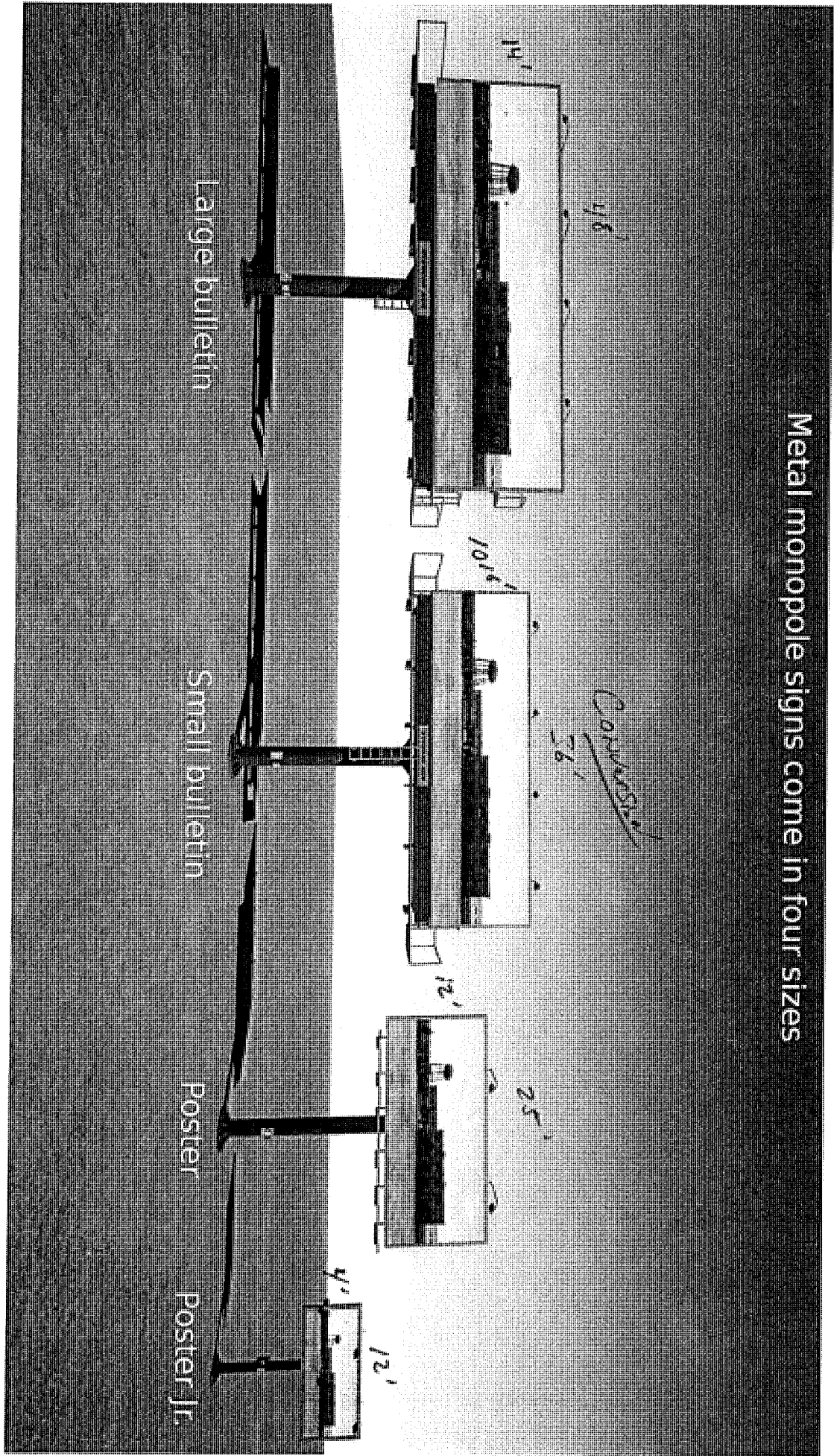
A handwritten signature in cursive script, appearing to read "Mike Baietto".

Mike Baietto
Vice President/General Manager





Metal monopole signs come in four sizes



PANEL #20018

RT. 51 N. ACROSS FROM MALL N/F

**LOCATION #1**

ADVERTISING STRENGTHS: High visibility rotary bulletin located directly across from the largest mall in Decatur, IL.

WEEKLY IMPRESSIONS: 107,147*

MEDIA TYPE/STYLE: Permanent Bulletin - Regular

LAT/LONG: [39.915855 / -88.95479](#)

MARKET: DECATUR

GEOPATH ID: 304924

PANEL SIZE: 14' 0" x 48' 0" [View Spec Sheet](#)

VINYL SIZE: 15' 0" x 49' 0"

FACING/READ: North / Left

ILLUMINATED: YES

SHIPPING ADDRESS: 100 West Hazel Dell Road Springfield, IL 62712

14' x 48' Bulletin Ad

Forsyth



Google

15' x 49'

Map data ©2023 Google

*Impression values based on: Total Population

7.3 GENERAL REGULATIONS:

A. **Prohibited Signs** – The following signs shall be expressly prohibited:

- (1) Inflatable signs and tethered balloons.
- (2) Pennants.
- ★ (3) Strings of lights, except those exempt by the terms of this Article (see Decorations and Displays Section 7.3 C(3)). (Am. Ord. 946, passed 6-1-2015)
- (4) Flashing lights.
- (5) Obscene signs.
- (6) Billboards.
- (7) Signs that resemble or conflict with traffic signs and may mislead people. (Am. Ord. 946, passed 6-1-2015)

B. **Authorization by Owner** – Except as provided in Section 7.3C, no person shall erect, alter, or relocate any sign within the Village without first obtaining the express consent of the owner of the land upon which the sign shall be erected, altered or relocated, in addition to obtaining a sign permit from the Village.

C. **Signs Not Requiring Permits** – No permits shall be required for the following signs when erected or displayed as set forth below and in accordance with all other requirements of the zoning district in which they are located. Except as noted, such signs shall not be illuminated, except as expressly permitted before, and shall not be placed in or otherwise erected upon any public right-of-way, nor be attached to any building, tree or structure.

- (1) **Interior Signs** – Any sign which is completely within an enclosed building and which is not visible from outside the building.
- (2) **Monuments and Markers** – Tablets, grave markers, headstones, statuary, or remembrances of persons or events which are non-commercial in nature.
- (3) **Decorations and Displays** – Non-commercial decorations or displays celebrating the occasion of legal or religious holidays and which are erected and/or maintained for a period of less than forty-five (45) days. Such decorations or displays may be illuminated. Upon expiration of said forty-five (45) day period, such decorations or displays shall not be reinstalled for a period of six (6) months.
- (4) **Real Estate Signs** – Signs used to offer for sale, lease or rent the property upon which the sign is placed.
- (5) **No Trespassing and No Dumping Signs** – No trespassing or no dumping signs exceeding two (2) square feet in area per sign.
- (6) **Political Signs**:
 - (a) Signs or posters announcing or describing candidates seeking public political office, announcing or describing political issues and data pertinent thereto.
 - (b) Such signs shall contain a sign surface area not to exceed sixteen (16) square feet.

- (7) Garage/Rummage Sale Signs – Temporary signs announcing the sale of new or used personal property from a private residence where the sale activity is occasional and infrequent and not associated with a permanent commercial establishment.
- (8) Employment or Help Wanted – Employment or help wanted signs which are placed on the premises of the establishment which intends to employ the personnel described in the sign.
 - (a) Employment or help wanted signs shall, in the aggregate, not exceed four (4) square feet for any one establishment.
 - (b) No more than two (2) such signs shall be displayed for any one (1) establishment.
- (9) Window Signs – Window signs describing or advertising a retail sale, promotion, or special sale or event, shall be subject to regulations in Section 7.4 C(5).

D. **Illumination** – In addition to other applicable requirements set forth in this Article, all illuminated signs must comply with the following provisions:

- (1) With the exception of changing signs (automatic) as defined herein, all illuminated signs within one hundred fifty (150) feet of any residential zoning district shall be turned off between the hours of eleven (11:00) P.M. and seven (7:00) A.M. unless the establishment is engaged in the operation of business during such period, in which case the sign may be lit during the hours of operation only.
- (2) Illumination shall be installed or applied only through a translucent surface; or recessed into the sign structure; or if the light source is external to the sign, directed to and concentrated on the sign.
- (3) Signs shall be shaded as necessary to avoid casting a bright light upon property located in any residential district or upon any public street or park.
- (4) Floodlights, gooseneck reflectors, or other external sources of illumination shall be contained within a protective casing.

E. **Vertical and Horizontal Extension:**

- (1) Any sign placed flat against a wall, mansard roof, canopy or awning shall not extend more than twelve (12) inches beyond any vertical corner edge of such wall, canopy, awning, roofline or parapet;
- (2) In addition to the above requirements, placement of any wall sign must meet the following provisions:
 - (a) Signs shall not project beyond the edges of the wall or roof surface to which it is affixed.
 - (b) Signs shall not project from the wall on which they are mounted, in such a manner as to pose an obstruction or hazard to pedestrians or vehicles.

Filed and Recorded July 11, 1990

9:15 O'Clock AM

1287605

9.15

Elmer J. Tanguay Jr.

BOOK 1832 PAGE 351

SURVEYOR'S CERTIFICATE

Recorded

Robert G. Krimmel, Illinois Land Surveyor No. 1963, residing in Decatur, Macon County, Illinois, do hereby certify that at the request of Brenda M. Sensenig, the owner, and Guy Neibuhr Realty, the developer of the hereafter described property, I made a true and accurate survey of the following described property:

Part of the SW.1/4 of the NW. 1/4 of Section 23, Township 17 North, Range 2 East of the 3rd. Principal Meridian in Macon County, Illinois, being more particularly described as follows:

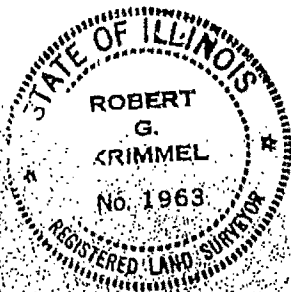
Beginning at a point on the North line of the SW.1/4 of the NW. 1/4 of said Sec. 23, said point being 1056.44 feet West of the intersection of the said North line and the West Right-of-Way line of the Illinois Terminal Railroad; thence Southerly along the West Right-of-Way line of Hickory Point Frontage Road (Koester Drive) on a grid bearing of S.3°08'44.9"W., 242.18 feet to a point; thence Southerly along the said Westerly Right-of-Way line on a grid bearing of S.28°05'39.8"W., 221.50 feet, said point being the intersection of the West Right-of-Way of Hickory Point Frontage Road and the East Right-of-Way of U.S. Route 51; thence Northerly along the said East Right-of-Way line on a grid bearing of N.0°12'56.9"W., 175 feet; thence Northerly along the said East Right-of-Way line on a grid bearing of N.10°09'51.0"W., 259.55 feet to a point on the North line of the SW.1/4 of the NW.1/4 of said Sec. 23; thence Easterly along the said North line on a grid bearing of N.87°38'55.8"E., 164.20 feet to the Point of Beginning.

That I have subdivided the same into lots to be hereafter known as FORSYTH PLAZA SOUTH as shown on the attached plat made by me, which particularly describes and sets forth the lots; I have planted iron pins 3/8ths by 30 inches at all corners except as indicated as permanent monuments from which future surveys can be made.

Dated this 6th day of JUNE, 1990, at Decatur, Illinois.

Robert G. Krimmel

Robert G. Krimmel
Illinois Land Surveyor 1963



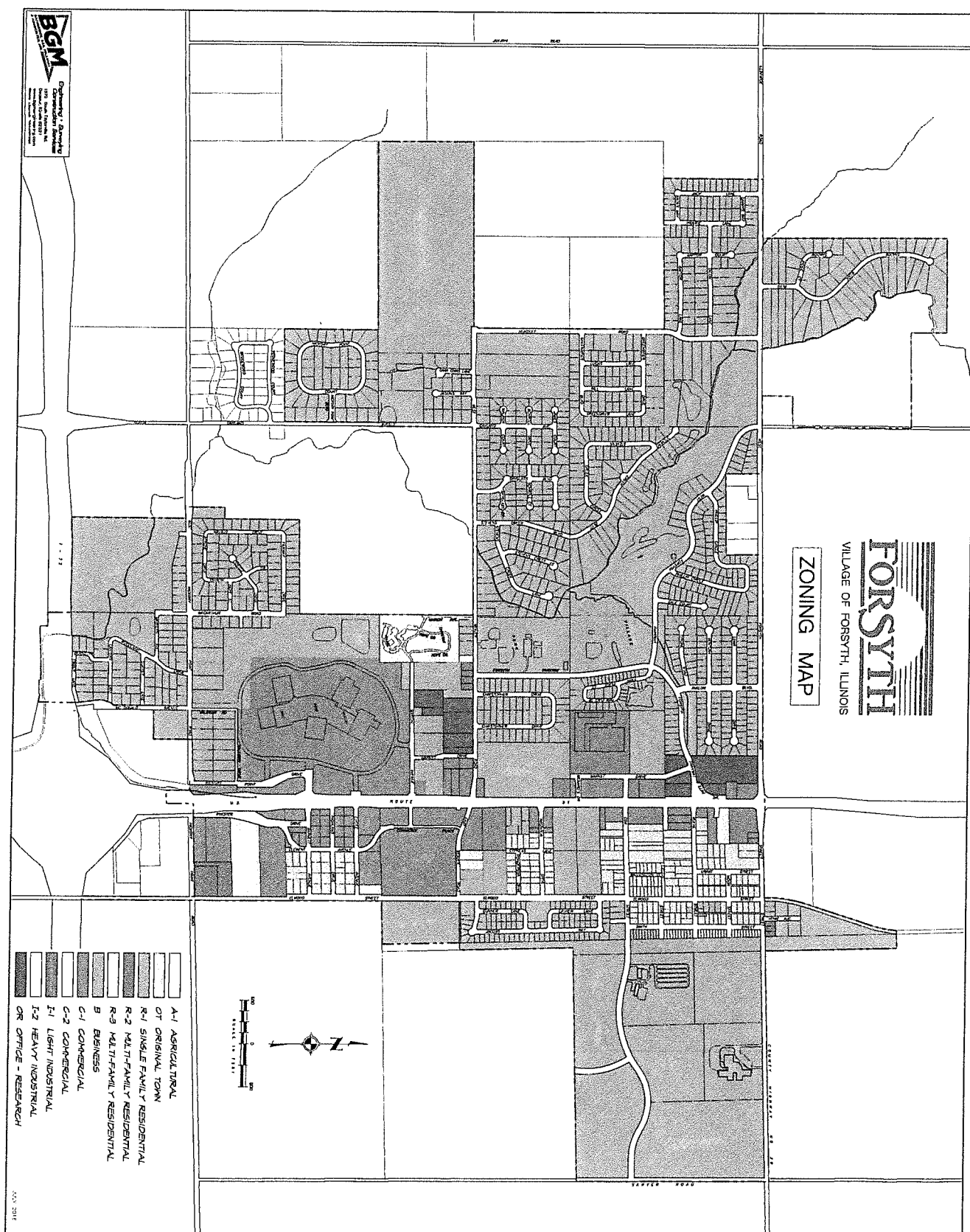
Be it known that Brenda M. Sensenig, owner of the real estate hereinafter described and as shown on the attached plat, the same being located in Hickory Point Township, Macon County, Illinois, does hereby subdivide the premises hereinafter described, vis:

Part of the SW.1/4 of the NW.1/4 of Section 23, Township 17 North, Range 2 East of the 3rd. Principal Meridian in Macon County, Illinois, being more particularly described as follows:

Being at a point on the North line of the SW 1/4 of the NW 1/4 of said Sec. 23, said point being 1056.44 feet West of the intersection of the said North line and the West Right of Way line of the Illinois Terminal Railroad; thence Southerly along the West Right-of-Way line of Hickory Point Frontage Road (Koester Drive) on a grid bearing of S.3°08'44.9"W., 242.18 feet to a point; thence Southerly along the said Westerly Right-of-Way line on a grid bearing of S.28°05'39.8"W., 221.50 feet, said point being the intersection of the West Right of Way of Hickory Point Frontage Road and the East Right-of-Way of U.S. Route 51; thence Northerly along the said East Right-of-Way line on a grid bearing of N.0°12'56.9"W., 175 feet; thence Northerly along the said East Right-of-Way line on a grid bearing of N.10°09'51.0"W., 259.55 feet to a point on the North line of the SW.1/4 of the NW.1/4 of said Sec. 23; thence Easterly along the said North line on a grid bearing of N.87°38'55.8"E., 164.20 feet to the Point of Beginning

and does hereby make the attached Plat of said subdivision for the purpose of the sale of several lots therein by number as designated by the said Plat and the undersigned does hereby designate the said subdivision as "FORSYTH PLAZA SOUTH" and the said Subdivision shall be so known hereafter. The undersigned does hereby dedicate the certain portions shown as easements on the plat for public utilities.

The owner binds herself, her successors, grantees, and assigns as a covenant running with the land in compliance with all State and Local laws, in effect from time to time prohibiting discrimination or segregation by reason of race, religion, color, or national origin in the sale, lease, rental, use or occupation of the premises within such platted land or any part thereof, or the improvements thereof.





DAKTRONICS.COM

201 Daktronics Drive PO Box 5128
Brookings, South Dakota 57006-5128
T 800-325-8766 605-692-0200 F 605-697-4700

April 15, 2022

Re: Brightness Certification Letter

To Whom It May Concern:

The following information pertains to the Daktronics Digital Billboard product to be installed at 500 West Morton Avenue, Jacksonville, IL.

This product comes equipped with a light-sensor (photocell) that detects ambient light levels and adjusts the display intensity automatically according to natural ambient light conditions. The sign is set to not exceed a brightness level of 0.3 foot candles above ambient light as measured from an appropriate distance.

With the ambient light sensor operating, this nighttime intensity is factory programmed and password-protected from manipulation.

Daktronics, Inc. is the world leader in the design and manufacture of electronic display systems. We are committed to providing LED displays that adhere to the regulatory environment, working closely with our customers for a responsible approach to the market.

Please let me know if you have any questions or concerns.

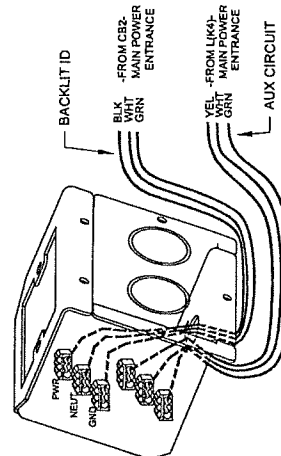
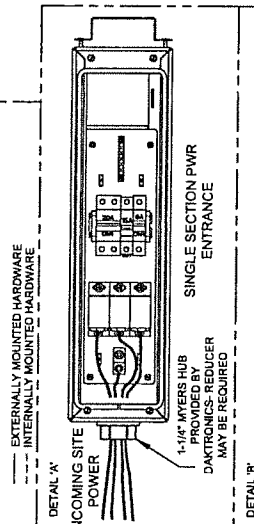
Sincerely,
DAKTRONICS, INC.

Jan Mandel
Jan Mandel
Signage Legislation
605-692-0200

*Sample
★ LAMM will provide
up date once variance is obtained
in Permit Application*



- NOTES:
1. DISPLAY PLANS SHOWN ARE BASED ON COVERAGE OF 100% NON-CONTINUOUS CONDS.
2. IT IS THE RESPONSIBILITY OF THE ELECTRICAL INSTALLATION CONTRACTOR TO ENSURE THAT ALL ELECTRICAL WORK COMPLETION IS IN ACCORDANCE WITH ALL LOCAL AND NATIONAL ELECTRICAL CODES.
3. DAKTRONICS IS NOT RESPONSIBLE FOR THE QUALITY OF THE POWER DELIVERY SYSTEM TO THE DISPLAY SYSTEM.
BECAUSE EACH INSTALLATION IS UNIQUE, DAKTRONICS OFFERS THESE INSTRUCTIONS AS GUIDELINES ONLY. DAKTRONICS, INC. ASSUMES NO LIABILITY IF INSTALLATION IS NOT PERFORMED CORRECTLY. IF ANY OTHER NECESSARY PROCEDURES ARE NOT INCLUDED IN THIS SYSTEM RISER DIAGRAM.
4. ALL DISPLAYS MUST BE GROUNDED TO MEET THE REQUIREMENTS OF ALL APPLICABLE LOCAL AND NATIONAL CODES.
5. DAKTRONICS UTILIZES BOTH STANDARD AND SUPPLEMENTARY DIMENSIONS IN THE DISPLAY ASSEMBLY PROCESS. IT IS THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY TO TAKE THE RESPONSIBILITY TO ENSURE THAT ALL PRIMARY FEEDER CIRCUIT BREAKERS TO EACH DISPLAY/DISPLAY SECTION ARE 40 AMP LISTED.
6. POWER AND SIGNAL REQUIREMENTS ARE SPECIFIED TO THE EQUIPMENT AND SETUP SHOWN. ANY CHANGES MADE TO EQUIPMENT OR SETUP SHOULD BE DISCUSSED WITH DAKTRONICS DESIGN PERSONNEL AND WILL REQUIRE AN UPDATED RISER DIAGRAM DRAWING.
7. THE CONTRACTUAL AGREEMENT WILL DETERMINE THE PARTY OR PARTIES RESPONSIBLE FOR ITEMS LISTED AS FIELD REQUIREMENTS. DAKTRONICS WILL NOT BE RESPONSIBLE FOR RESPONSIBILITIES AND SHOULD BE USED FOR REFERENCES ONLY.
8. THERE IS NOT A SCALED DRAWING AND SHOULD BE USED FOR POWER AND SIGNAL REQUIREMENTS. THE LOCATION AND PLACEMENT OF ELECTRICAL COMPONENTS, SUCH AS PANEL BOARDS, APC'S, AND SPLICE PANELS, MAY VARY. PLEASE CONFIRM THE SYSTEM SHOP DRAWING FOR THIS DETAIL. THIS DRAWING REPRESENTS A GENERAL MOUNTING LOCATION ONLY.

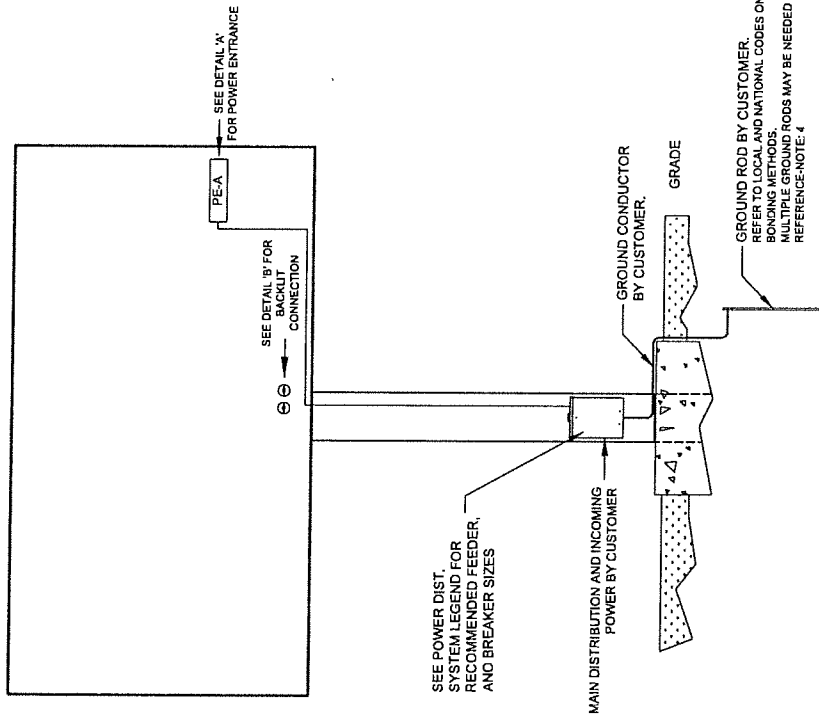


REAR VIEW

DISPLAY SIZE TABLE			
PIXELS HIGH (AAA)	PIXELS WIDE (BBB)	PIXEL SPACING (CC)	
160	540	25UT	
192	648	16MT	

TOTAL POWER REQUIREMENTS				
CIRCUIT	PE-A	TOTAL		
NUMBER OF WIRES	3 + GND	-		
SYSTEM VOLTAGE	120 / 208 OR 120 / 240	-		
NUMBER OF POLES	2	-		
MAXIMUM WATTS	10,656	10,656		
AMPERES PER LINE (120/240V)	46	46		
AMPERES PER LINE (120/208V)	53	53		

50 AMP -1 ϕ 120/240VAC- MINIMUM SERVICE SIZE RECOMMENDED OR
60 AMP -3 ϕ 120/208VAC- MINIMUM SERVICE SIZE RECOMMENDED



COMPONENT IDENTIFICATION LEGEND			
IDENTIFIER	COMPONENT DESCRIPTION	MANUFACTURER'S PART NUMBER	COMPONENT PROVIDED BY
FEA	POWER ENTRANCE TERMINATION		COMPONENT INSTALLED BY

POWER DISTRIBUTION SYSTEM LEGEND				
OVER CURRENT PROTECTION APPROPRIATE	VOLTAGE (KV)	NUMBER OF POLES	CONDUITS PROVIDED & INSTALLED BY	CONDUITS PROVIDED & INSTALLED BY
1/4	120/240V	3	3 - GND	CUSTOMER
50	120/240V	3	3 - GND	CUSTOMER

REFER TO DWG-4547467 FOR SIGNAL CONNECTIONS

REV	DATE	PER CH-14299: UPDATED RIBER FORMAT	BY:	120266V
01	08 JAN 21	ADDED INFORMATION FOR BOTH 120264V AND 120266V	MAO	
		THE COMMENTS EXPRESSED AND DETAILS SHOWN ON THIS DRAWING ARE NOT NECESSARILY IMPERATIVE, BUT NOT TO BE UNDERTAKEN BY THE USER WITHOUT THE APPROVAL OF THE DESIGN OFFICE. THE DRAWING IS NOT TO BE USED FOR CONSTRUCTION OF ANY OTHER PARTS WITHOUT THE APPROVAL OF THE DESIGN OFFICE.		
		PERIODICAL INSPECTION 		
PROJECT:		DRAWING NO. 655XKDB-66X2 DIGITAL BILL BOARD		
TITLE:		RISER: DB-6500IDB-6600 176"x36" (8X27 MODS)		
DATE:	28 OCT 19	BLANKETS:	INCHES (MILLIMETERS)	
SHEET:	N/A	DO NOT SCALE DRAWING		
DESIGN:	NTS	SCALE:	P-2210	
DRAWN:	MODAL	DATE:	P-2210	
CHECKED:		BY:	454668138	

EAS

LAMAR EMERGENCY ALERT SYSTEM

LAMAR IS YOUR FRIEND IN AN *EMERGENCY SITUATION*

Each Lamar Digital Display has three extra slots reserved for Emergency Alert use ONLY. Emergency slots are scheduled based on the reach of the message (EAS 1: Local, EAS 2: State, and EAS 3: National).



EAS 1 LOCAL REACH

Managed by the Lamar office and/or the NOC



EAS 2 STATE REACH

Managed by the NOC



EAS 3 NATIONAL REACH

Managed by the NOC

EAS 1 LEVEL ALERTS:

NCMEC Amber Alert, FBI Alert, FEMA Alert, Emergency Weather, Missing Person, Wanted, Warnings, and Crime Stoppers

EAS 2 & EAS 3 LEVEL ALERTS:

NCMEC Amber Alert, High Profile FBI Alert, Emergency Weather Alerts, Wanted Person, Missing Person, and National Disasters

SPACE AVAILABLE

Most Emergency Alerts may only run in EAS 1, 2, or 3 slots for up to 72 hours. This ensures that advertisers on the display receive the correct number of guaranteed slots per day. When 72 hours have elapsed, a Lamar office can continue to run the alert in their Space Available.

! AMBER ALERTS

In coordination with the National Center for Missing & Exploited Children (NCMEC) and the Department of Justice, the Lamar NOC will upload and schedule any Amber Alert received from the OAAA alert system.

DISTRIBUTION:

NCMEC provides the information and the counties or states in which the Amber Alert is to be posted.

SCHEDULING:

Amber Alerts are scheduled by the Lamar NOC in EAS 1 (local), 2 (state), or 3 (national) slots, on a case-by-case basis.

RUN TIME:

The NOC will run any Amber Alert as part of a 7th slot in the rotation for up to 72 hours. If the Amber Alert is still active after that time, the NOC will request to run in "Space Available" and the local Lamar office is responsible for managing it.

John Doe Male 4YO Brown Hair Any Info Call: 555-555-5555	 SUSPECT	 MISSING
---	--------------------	--------------------

1998 Green BMW - Lic. # ABC123

Jane Doe
Female | Age 3YO | Blonde Hair | Blue Eyes

Any Info Call: 555-555-5555



1991 Red Buick

Jane Doe
Female | Age 3MO | Black Hair

Any Info Call: 555-555-5555



John Doe
Male | Age 1YO | Brown Hair | Green Eyes

Any Info Call: 555-555-5555



Zoning Petition

Exhibit F - Page 1 of 4

LAMAR EMERGENCY ALERT SYSTEM

FBI ALERTS

Lamar will donate "Space Available" when the FBI is searching for a wanted or missing person.

DISTRIBUTION:

These alerts will be distributed by the Lamar NOC based on information received from the FBI. In some cases, the local Lamar office may be contacted by the local FBI office.

SCHEDULING:

The local Lamar office is responsible for scheduling these alerts. High-profile FBI alerts are in the EAS 2 (state) or 3 (national) slots. Local alerts are categorized as EAS 1 (local).

RUN TIME:

Missing/Wanted FBI Alerts typically run for up to 2 weeks, unless otherwise specified.

WANTED CRIME(S) 888-888-8888 REWARD	Name of Suspect  FBI	
MISSING DESCRIPTION 888-888-8888 REWARD	Name of Person  FBI	
TOP 10 MOST WANTED CRIME(S) 888-888-8888 REWARD	Name of Suspect  FBI	
SEEKING INFORMATION CRIME(S) 888-888-8888 REWARD	 FBI	

FEMA ALERTS

Through our partnership with FEMA, Lamar will donate "Space Available" to notify the public in specific counties after a weather-related disaster.

DISTRIBUTION:

FEMA alerts will be provided by FEMA through the OAAA alert system and distributed by the Lamar NOC.

SCHEDULING:

Depending on the circumstances, scheduling will be handled by the Lamar NOC or local Lamar office and will run in EAS 1 (local) or 2 (state) slots.

RUN TIME:

FEMA alerts can run in EAS-1 local slots for a maximum of 72 hours, to ensure that customers receive the guaranteed number of spots per day. After the initial 72 hours, these alerts should only be played in "Space Available"

For Disaster Assistance 1-800-621-3362 DisasterAssistance.gov TTY 1-800-462-7585 • 711 Video Relay • Multilingual Operators Avail.
Prepare for Sandy Water, Meds, Pets Checklists at Ready.gov 
For Disaster Assistance DisasterAssistance.gov 800-621-FEMA  Deadline To Apply: July 9, 2013
Make a Plan Prepare, Plan & Stay Informed  Ready.gov Zoning Petition

LAMAR EMERGENCY ALERT SYSTEM

! EMERGENCY ALERTS

This type of alert is used when the public needs to be notified of any danger or emergency nearby. Examples include **extreme weather, road closure, tropical storm or hurricane conditions, and evacuation routes.**

DISTRIBUTION:

Emergency alerts are managed by the Lamar office.

SCHEDULING:

The local Lamar office is responsible for scheduling these alerts in EAS 1 (local) slots.

RUN TIME:

Emergency Alerts can run in "Space Available" for any period of time or in EAS-1 local slots for up to 72 hours. After the initial 72 hours, these alerts should only be played in "Space Available", to ensure that customers receive the guaranteed number of spots per day.

EMERGENCY ALERT

Tornado Warning for Norman, OK

Tornado just spotted downtown.
Seek shelter as soon as possible.

EMERGENCY ALERT

Chemical Spill in Geismer

Avoid I-10 Geismer Exit
Highway 22 East bound is SHUT DOWN

EMERGENCY ALERT

NAME OF STORM

Latest Public Advisory
Will Go Here
3 Lines of Text

EMERGENCY ALERT

NAME OF STORM

Max sustained: XX mph
Moving: X at XX mph

! COMMUNITY ALERTS

This type of alert is used to distribute safety warnings to a community or local area. Examples include **wanted or missing persons, Crime Stopper postings, and general local warnings.**

DISTRIBUTION:

Lamar offices work with local and state law enforcement agencies along with city officials to develop a plan for these types of messages.

SCHEDULING:

The local Lamar office is responsible for scheduling these alerts in EAS 1 (local) slots.

RUN TIME:

Emergency Alerts can run in "Space Available" for any period of time or in EAS-1 local slots for up to 72 hours, to ensure that customers receive the guaranteed number of spots per day.

WANTED

Jane Doe

White Female | 5'4" tall | 145 lbs
Last Seen: Driving a White Honda Civic
Contact: State Police 555-555-5555



MISSING PERSON

John Doe

Male | Age 9 | Brown Hair | Brown Eyes
Last Seen: Wearing a Batman Shirt
Contact: Police 555-555-5555 or 911



CRIME STOPPERS

John Doe

Male | Age 48 | 5'7" | 195 lbs
Wanted for Armed Robbery
Contact: Police 555-555-5555 or 911



WARNING

Highway Closures Up Ahead

Follow Detour Signs at Exit 10

Alternate Route at Exit 9 at First Street and Exit 11 at Third Street

Zoning Petition

Exhibit F Page 8 of 4



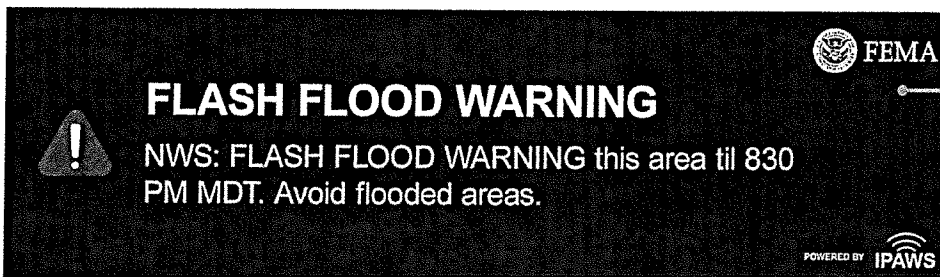
IPAWS ISPOT ANATOMY

WIRELESS EMERGENCY ALERT (WEA) FEED

This dynamic campaign is scheduled as a Lamar self-promo. The iSpot plays the generic creative unless a Wireless Emergency Alert (WEA) is triggered at a panel's location. Once an alert is triggered, the FEMA creative displays the WEA message in rotation for 30 minutes at the affected panel.

FEMA CREATIVE:

This creative is programmed to trigger at the panel location in which an active WEA message is present. Dynamically displaying the incident and message.



WEA FEED:

FIPS Code	022033
Incident	Flash Flood Warning
Message	NWS: FLASH FLOOD WARNING this area til 830 PM MDT. Avoid flooded areas.

GENERIC CREATIVE:

This creative displays when there is not an active WEA message for the panel's location.



IPAWS:

The Integrated Public Alert & Warning System (IPAWS) is a national system for local alerting that provides authenticated emergency alert and life-saving information messaging to the public through mobile phones using Wireless Emergency Alerts, and to radio and television via the Emergency Alert System.

WEA MESSAGES:

Wireless Emergency Alerts (WEAs) are short emergency messages from authorized federal, state, local, tribal and territorial public alerting authorities that can be broadcast from cell towers to any WEA-enabled mobile device in a locally targeted area.

FIPS CODES:

A 6 digit code is returned for each location affected by the emergency. The first 3 digits identify the state. The last three identify the county/parish. The WEA message only appears on panels where the emergency is in effect.

INCIDENT LEVEL:

Every incident broadcast from the WEA Feed will meet the top two levels of urgency, severity, and certainty.

URGENCY:

- IMMEDIATE
- EXPECTED
- FUTURE
- PAST
- UNKNOWN

SEVERITY:

- EXTREME
- SEVERE
- MODERATE
- MINOR
- UNKNOWN

CERTAINTY:

- OBSERVED
- LIKELY
- POSSIBLE
- UNLIKELY
- UNKNOWN

Zoning Petition

Exhibit F - Page 4 of 4



THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER 2023-22

**AN ORDINANCE APPROVING A VARIANCE TO CONVERT BILLBOARD TO A
DIGITAL BILLBOARD ON PROPERTY DESCRIBED AS PART OF THE SW ¼ OF
THE NW ¼ OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE 3RD
PRINCIPAL MERIDIAN IN MACON COUNTY ILLINOIS (PART OF “FORSYTH
PLAZA SOUTH”) (PIN: 07-07-23-151-004)**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

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

Village Trustees

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

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

ORDINANCE NO. 2023-22

AN ORDINANCE APPROVING A VARIANCE TO CONVERT BILLBOARD TO A DIGITAL BILLBOARD ON PROPERTY DESCRIBED AS PART OF THE SW ¼ OF THE NW ¼ OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN IN MACON COUNTY ILLINOIS (PART OF “FORSYTH PLAZA SOUTH”) (PIN: 07-07-23-151-004)

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

WHEREAS, an application was filed by LAMAR OCI North for a variance to Development Ordinance Section 7.3 A., C., and D. to convert an existing static billboard to a digital billboard on the north facing side on the real property legally described as: Part of the SW ¼ of the NW ¼ of Section 23, Township 17 North, Range 2 East of the 3rd Principal Meridian in Macon County Illinois (part of “Forsyth Plaza South”) (PIN: 07-07-23-151-004); and,

WHEREAS, the Planning and Zoning Commission held a duly noticed public hearing on July 27, 2023, and in a 6-0 vote of the Planning and Zoning Commission that the Village Board approve the variance requested; and,

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

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

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

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

Section 2. Findings of Fact. The Village Board accepts the Planning and Zoning Commission's recommendation that the Application for Variance be granted.

Section 3. Description of the Property. The Property is legally described as: Part of the SW ¼ of the NW ¼ of Section 23, Township 17 North, Range 2 East of the 3rd Principal Meridian in Macon County Illinois (part of "Forsyth Plaza South") (PIN: 07-07-23-151-004).

Section 4. Public Hearing. A public hearing was advertised in the July 11, 2023 Herald & Review and held by the Planning and Zoning Commission on July 27, 2023, at which time the Planning and Zoning Commission voted unanimously to approve the recommendation for the variance requested in the Application.

Section 5. Variance. The variation to Section 7.3 A., C., and D. as requested and described in detail in the Variance Request Application is hereby granted to allow the conversion of an existing static billboard to a digital billboard on the north facing side on the real property legally described as: Part of the SW ¼ of the NW ¼ of Section 23, Township 17 North, Range 2 East of the 3rd Principal Meridian in Macon County Illinois (part of "Forsyth Plaza South") (PIN: 07-07-23-151-004).

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 August 2023, at Forsyth, Macon County, Illinois.

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

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

NEW BUSINESS

ITEM 5

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: August 1, 2023
Subject: Core

CORE is petitioning for approval of an amendment to the preliminary plan for a PUD requesting the removal of the two tenants' commercial building on lot 2 with the new use of a 54-space parking lot shared by LOT 1 and 3.

P&Z Approved- 6-0

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

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

THE VILLAGE OF FORSYTH

MACON COUNTY, ILLINOIS

ORDINANCE
NUMBER
2023-23

**AN ORDINANCE APPROVING AMENDMENT TO PRELIMINARY PLAN FOR
PLANNED UNIT DEVELOPMENT AND MINOR SUBDIVISION AT 994 US ROUTE 51**

JIM PECK, Mayor
CHERYL MARTY, Village Clerk

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

Village Trustees

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

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

ORDINANCE NO. 2023-23

**AN ORDINANCE APPROVING AMENDMENT TO PRELIMINARY PLAN FOR
PLANNED UNIT DEVELOPMENT AND PRELIMINARY PLAT OF MINOR
SUBDIVISION AT 994 US ROUTE 51**

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

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

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

WHEREAS, SC Forsyth, LLC petitioned for approval of its preliminary plan for a planned unit development and minor subdivision of the property located at 994 US Route 51, Forsyth, Illinois and described as: PT SW SW-BEG 52.26 E SW COR N412.64 NE192.49 SE41.33 SE42.79 S355.31 SW250.02POB & (EX HWY ROW) & (EX RD ROW) PIN: 07-07-14-351-006, which preliminary plan was recommended for approval by the Planning and Zoning Commission and approved by the Village; and

WHEREAS, SC Forsyth, LLC petitioned for approval of an amendment to the preliminary plan previously approved by the Village with said amendment to the preliminary plan and plat attached as **Exhibit A**;

WHEREAS, notice of the public hearing on SC Forsyth, LLC’s petition was

published on July 11, 2023;

WHEREAS, the Planning and Zoning Commission held a meeting on SC Forsyth, LLC's amendment to its preliminary plan for planned unit development and preliminary plat of minor subdivision at 994 US Route 51 on July 27, 2023, and at said meeting voted to recommend approval of same by a vote of 6-0; and

WHEREAS, the Mayor and the Board of Trustees of the Village of Forsyth, Illinois, desire to approve SC Forsyth, LLC's amendment to the preliminary plan for planned unit development and preliminary plat of minor subdivision at 994 US Route 51 as set forth herein.

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

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

Section 2. Findings. The Village Board finds that all of the requirements of Section 5 of the Village's Development Ordinance have been complied with and the application for approval of SC Forsyth, LLC's amendment to the preliminary plan for planned unit development and preliminary plat of minor subdivision at 994 US Route 51 shall be granted.

Section 3. Approval of SC Forsyth, LLC's Amendment to the Preliminary Plan for Planned Unit Development and Preliminary Plat of Minor Subdivision at 994 US Route 51. The Village Board hereby approves SC Forsyth, LLC's amendment to the preliminary plan for planned unit development and preliminary plat of minor subdivision attached as **Exhibit A** having considered the information in both **Exhibit A** and in the Petition.

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

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

Section 6. Effectiveness. This ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this 1st day of August 2023, at Forsyth, Macon County, Illinois.

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

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

**EXHIBIT A
PRELIMINARY PLAN**

NEW BUSINESS

ITEM 6

MEMORANDUM

To: The Honorable President and Board of Trustees
From: Jill Applebee, Village Administrator
Date: August 1, 2023
Subject: Police Car

Macon County Sheriff would like to purchase the new car for \$44,275 from Bob Ridings. This is a 2023 Ford Police Inceptor Utility-
This is within budget.

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

RESOLUTION NO. 9-2023

**A RESOLUTION APPROVING THE PURCHASE OF POLICE VEHICLES
FROM BOB RIDINGS INC.**

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

WHEREAS, the Village through its intergovernmental agreement with the Macon County Sheriff’s Department requested bids for new police vehicles; and

WHEREAS, the Village received a bid from Bob Ridings Inc. for a 2023 Ford Police Interceptor utility vehicle at a price of \$44,275.00; and,

WHEREAS, the Village intends to accept the bid from Bob Ridings Inc. for the purchase of the 2023 Ford Police Interceptor utility vehicle as further described in the information attached hereto as **Exhibit A**; and,

WHEREAS, the Village has budgeted sufficient funds for the purchase of this vehicle; and,

WHEREAS, the Board of Trustees of the Village believe it is in the best interest of the Village to accept the quote from Bob Ridings Inc. as attached hereto.

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

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

Section 2. Acceptance of Quote. The Village hereby approves the quote from Bob Ridings Inc. in the amount of \$44,275.00 as further described in the attached **Exhibit A**. Any and all quotes and parts thereof not explicitly approved by this Resolution

are hereby rejected. The Village authorizes the Village Administrator and/or Village President, or designee of either, to execute any documents necessary to complete the purchases contemplated therein.

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

Section 4. Repeal and Savings Clause. All resolutions or parts of resolutions 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 Resolution.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

SO RESOLVED this ____ day of August, 2023, at Forsyth, Macon County, Illinois.

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

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

EXHIBIT A

BOB RIDINGS INC. VEHICLE QUOTE

Bob Ridings Inc
931 Springfield Rd
Taylorville, IL 62568
Ph 217-824-2207
Fax 217-824-4252

Macon County Sheriff's Office
333 S Franklin St
Decatur, IL 62523

BALANCE DUE
Upon Receipt

\$44,275.00

Notes: Your P/O #

Item Description	Quantity	Price Per	Total
2023 Ford Police Interceptor Utility VIN # 1FM5K8AB3PGB12481 (White)	1		\$44,110.00
New Title Only, License Not Included	1		\$165.00
Tax Exempt # E99948729		Tax - 0%	\$0.00
TOTAL			\$44,275.00

NEW BUSINESS

ITEM 7



MEMORANDUM

To: Village of Forsyth Mayor and Board of Trustees
From: Matthew B. Foster, PE, PLS
Date: July 26, 2023
cc: Ms. Jill Applebee, Village Administrator
Mr. Darin Fowler, Public Works Director
Re: Forsyth Water Towers, Ground Storage Tank, and Aerator Maintenance – Design Contract

Honorable Mayor and Trustees,

As requested, Chastain has prepared a contract to begin design work for maintenance on the two water towers, the ground storage tank, and the aerator. The initial step in this project is to perform a thorough inspection of the four facilities. This inspection will include the use of a submersible remote operated vehicle (ROV) to inspect the parts of the facility that remain underwater. The results of the inspection could have a significant impact on the scope of the work necessary to complete the bidding plans and specifications, so we propose starting the work under a smaller contract scope and contract maximum with the intent of amending it once the results of the inspection are available.

Per the Village budget approved last December, \$76,000 in FY2023 and \$19,000 in FY2024 was included for the design, permitting, and IEPA loan application services on this project. We have prepared the initial contract for the scope listed above in the amount of \$15,000 on a not-to-exceed basis for your consideration. This contract uses a format that will allow these design services to be IEPA loan eligible if the Village wishes to include these costs in the loan. We recommend approval of the contract in order to proceed with this phase so we may get on our subconsultant's schedule for inspection this fall.

Thank you for the opportunity to serve the Village in this matter. If you have further questions, please feel free to call Stephanie, Jeremy, or me at your convenience.

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

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

WATER TOWERS, GROUND STORAGE TANK & AERATOR MAINTENANCE

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the **VILLAGE OF FORSYTH, ILLINOIS**, hereinafter referred to as the “**VILLAGE**” and **CHASTAIN & ASSOCIATES LLC**, 5 N. Country Club Road, Decatur, Illinois 62521, hereinafter referred to as the “**ENGINEER**”, covers professional engineering services in connection with the preparation of planning of the improvements hereinafter referred to as the “**PROJECT**”.

Funding for this **PROJECT** is expected to be through Illinois EPA’s Public Water Supply Loan Program (PWSLP); however, the **VILLAGE** is responsible for the **ENGINEER**’s fees associated with this **PROJECT** at the time they are rendered. Reimbursement from the PWSLP to the **VILLAGE** for **ENGINEER**’s fees will be made when the project enters the construction phase, in accordance with the PWSLP guidelines. The scope of proposed **PROJECT** generally includes maintenance activities on the **VILLAGE** owned 400,000-gallon north water tower, 250,000-gallon south water tower, the 200,000-gallon ground storage tank, and the 100,000-gallon water treatment plant aerator. A detailed scope of the services to be performed by the **ENGINEER** is provided below. Other items may be reviewed for inclusion within the **PROJECT**, as determined by discussions with the **VILLAGE**.

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

THE ENGINEER AGREES:

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

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

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

~~sections of existing mains prone to leaks and breaks. Prepare a recommendation of lines to be replaced based on financial benefit and input from the VILLAGE.~~

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

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

- a. Retain a qualified consultant to conduct detailed inspections of the four **VILLAGE** owned facilities included in the **PROJECT**. The inspection shall utilize a remote operated vehicle (ROV) to evaluate submerged features and interior and exterior evaluations of the facilities. Documentation of the inspections will consist of a final evaluation report and a cost estimate for all structure repairs and coating replacements. See Exhibit B, attached, for additional information regarding the scope of these services.
- b. Meet with **VILLAGE** staff to present recommendations and receive input from the **VILLAGE** regarding the maintenance activities to be included in the **PROJECT** scope.
- c. Project Time of Performance – To complete the initial design services within **180** calendar days from the receipt of a Notice to Proceed from the **VILLAGE**.

Detailed Design Services, generally comprised of the following services listed below, are not included within this AGREEMENT at this point in time. They will be added by amendment after completion of the facility inspections and the scope of PROJECT has been finalized.

- ~~d. Make such detailed surveys as are necessary for the preparation of detailed construction plans for the project described in the final Project Plan report.~~
- ~~e. Prepare construction drawings and specifications for permits and proposed construction of the new water treatment plant and new raw water well as necessary.~~
- ~~f. Identify any easements or ROW acquisition needed for construction of the proposed improvements, prepare easement plats where required. Easement negotiations with affected property owners or payments to property owners are not included in the ENGINEER's scope of work.~~
- ~~g. The work described above may be constructed in phases as may be required due to the type of construction, funding, timing or other factors. Detailed plans and specifications will be prepared for a single phase of construction.~~
- ~~h. Prepare an opinion of probable costs for the project construction based on the final plans and specifications.~~

- i. ~~Furnish copies of the Contract Documents consisting of Construction Agreement Forms, General Conditions, Special Conditions, Detailed Construction Plans and Specifications for review by the **VILLAGE** and for submission to permitting authorities.~~
- j. ~~Meet with the **VILLAGE** during the design process for review and input into the layout and operation of the water system improvements.~~
- k. ~~Incorporate the **VILLAGE**'s review comments into the final set of contract documents.~~
- l. ~~Assist the **VILLAGE** with necessary permit applications to all governmental and other authorities having jurisdiction to approve portions of the Project such as, but not limited to, Illinois Environmental Protection Agency, Village of Forsyth, Division of Water Resources, US Army Corps of Engineers.~~
- m. ~~Project Time of Performance — To complete the engineering design services within _____ calendar days from the receipt of a Notice to Proceed from the **VILLAGE**.~~

Construction phase services are not included within the AGREEMENT at this point in time. They will be added via amendment after the scope of construction has been determined and the PROJECT is authorized to go out for bids.

- 3. **Construction Guidance** ~~Provide Construction Guidance Services during construction of the proposed improvements, including the following:~~
 - a. ~~Consult with the **VILLAGE** and with the Contractor on interpretation of plans and specifications and regarding any changes under consideration as construction proceeds. Provide benchmark, control points and key structure locations for the Contractor at the construction sites.~~
 - b. ~~Provide periodic job site inspection by the Project Manager, or his representatives, during the construction period.~~
 - c. ~~Prepare and submit all payment estimates, change orders, records, and reports required by the **VILLAGE** and required to comply with the EPA's PWSLP.~~
 - d. ~~Endeavor to safeguard the **VILLAGE** against defects and deficiencies on the part of the contractor, but the **ENGINEER** does not guarantee the performance of the contract by the Contractor.~~
 - e. ~~Conduct final inspection of construction and prepare final papers and reports.~~
 - f. ~~Revise contract drawings to show location and nature of improvement as actually constructed and supply record drawings of the completed project to the **VILLAGE**.~~

- ~~g. Inspect the Contractor's operations for compliance with the plans and specifications and the keeping of complete project records.~~
- ~~h. Review and check all shop and working drawings.~~
- ~~i. Review and check all reports by testing laboratories on equipment and material tested.~~
- ~~j. Provide bidding services including issuing bidding notices, printing of plans and specifications, addressing contractor inquiries regarding the **PROJECT**, bid opening and tabulation of bids and recommendation of award.~~
- ~~k. Project Time of Performance To complete the engineering construction guidance services within ____ calendar days from the construction advertisement of the **PROJECT**, or within ____ days after **PROJECT** achieves substantial completion, whichever comes first.~~

~~4. **Construction Observation** Provide Construction Observation Services during construction of the proposed improvements, including the following:~~

- ~~a. Provide review of the Contractor's work for compliance with plans and specifications. Such review shall include those services which are customarily referred to as detailed resident inspection services, provided that the **ENGINEER** shall not be responsible for the acts or omissions of any contractor(s), any subcontractor(s) or any of the contractor(s)' or subcontractor(s)' agents or employees or any other person (except his own employees and agents) at the project site or for the supervision, direction, control and work safety of any contractor(s) or for the construction means, methods, techniques, sequences, or procedures or for safety precautions or programs incidental to the work of contractor(s) or for any contractor(s)' failure to perform the construction work in accordance with contract documents.~~
- ~~b. Maintain a record or log of the contractor's activities throughout construction including notations on the nature and cost of any extra work.~~
- ~~c. Supervise all technical and other personnel assigned to the project.~~
- ~~d. Review and check all payment estimates, change orders, records and reports pertaining to the construction activities.~~
- ~~e. Project Time of Performance To complete the engineering construction observation services within ____ calendar days from the Notice to Proceed of the **PROJECT**, or at substantial completion of the **PROJECT**, whichever comes first.~~

5. Project Required Provisions

- a. The **ENGINEER** agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment,

construction, and services in accordance with the Public Water Supply Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA the **ENGINEER** acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.

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

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

- h. The **ENGINEER** shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The **ENGINEER** shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the **ENGINEER** to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

6. Insurance

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

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

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

THE VILLAGE AGREES,

1. Payment for all services listed under ~~Project—Planning, Design, Construction Guidance, and Construction Observation~~ of section “**THE ENGINEER AGREES**” of this **AGREEMENT** shall be based on the actual time spent on the **PROJECT** by the classifications of employees. Exhibit A - Schedule of Charges effective January 1, 2023, shall be used for this project. The Schedule of Charges may be revised annually. Reimbursement of expenses and costs incurred specifically in fulfilling the terms of this **AGREEMENT** such as, but not limited to, outside professional services, stakes, blueprints, supplies, toll calls, transportation and subsistence shall be at the actual cost plus 10% administration fee. The estimated fees for the 2-Design phase under “**THE ENGINEER AGREES**” are \$15,000. Work under 3-Construction Guidance, and 4-Construction Observation of section “**THE ENGINEER AGREES**” may be added as determined by planning and agreement amendment.
2. The **ENGINEER** may submit monthly or periodic statements requesting payment. Such statements shall be based upon the amount and value of the services provided and expenses incurred by **ENGINEER** to the date of the statement and shall be supplemented or accompanied by such supporting data as may be required by the **VILLAGE**.

IT IS MUTUALLY AGREED,

1. It shall be the **ENGINEER**’s responsibility, when total monies due the **ENGINEER** as reimbursement for actual costs approach a point near 50% of the reimbursable actual costs specified above, to review the work accomplished and make an estimate showing costs incurred and costs of services still required of the **ENGINEER** to complete his obligation. He shall do the same prior to when the costs incurred reach 90% of reimbursable actual costs. If any of these estimates exceed the upper limit of reimbursable actual costs, the **ENGINEER** shall immediately submit the estimate to the **VILLAGE**. The **VILLAGE** shall review the estimate and promptly direct the **ENGINEER** to:
 - a. Stop work at a logical point when monies due the **ENGINEER** are within the limit of reimbursable actual costs, or
 - b. Continue work under the terms of the **AGREEMENT** up to an adjusted limit of reimbursable actual costs as authorized in writing by the **VILLAGE**. The **ENGINEER** will make no claim for payment in excess of the original limit of reimbursable actual costs without having received such written authorization prior to incurring the excess costs.
2. The provisions of this Section and the various rates of compensation for **ENGINEER**’s services provided for in this **AGREEMENT** have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT**. Time is of the essence and therefore the project shall be completed with due diligence to conform to the agreed upon completion timing. The **ENGINEER** shall not be responsible for any time delays in the **PROJECT** caused by circumstances beyond the **ENGINEER**’s control.

3. The **VILLAGE** may at any time, by written order, make changes within the general scope of this **AGREEMENT** in the services or work to be performed. If such changes cause an increase or decrease in the **ENGINEER's** cost or time required to perform any services under this **AGREEMENT**, an equitable adjustment shall be made, and this **AGREEMENT** shall be modified in writing. The **ENGINEER** must assert any claim for adjustment under this clause in writing within 30 days from the date of receipt of the **ENGINEER** of the notification of change unless the **VILLAGE** grants additional time before the date of final payment. No services for which an additional compensation will be charged by the **ENGINEER** shall be furnished without the written authorization of the **VILLAGE**.
4. Services performed during the performance of the **AGREEMENT** made necessary by the following circumstances or events shall be considered as Additional Services:
 - a. Services performed as a result of litigation, arbitration, public hearings or other legal or administrative proceedings involving the **PROJECT** other than a dispute between the **VILLAGE** and **ENGINEER**.
 - b. Geotechnical exploration and/or reports.
 - c. Potholing and other methods of subsurface utility excavation to determine utility locations and depths.
 - d. Land, easements and rights-of-way acquisition assistance.
 - e. Services performed in connection with environmental & hazardous waste testing and remediation.
 - f. Payment for Additional Services shall be based on the actual time spent on the **PROJECT** by the classifications of employees. Exhibit A - Schedule of Charges effective January 1, 2023, shall be used for this **PROJECT**. Reimbursement of expenses and costs incurred specifically in fulfilling the additional services authorized by the terms of this **AGREEMENT** such as, but not limited to, outside professional services, blueprints, supplies, toll calls, transportation and subsistence shall be at the actual cost of the **ENGINEER**. It is agreed that the **VILLAGE** will not be obligated for additional services unless authorized in writing by the **VILLAGE**.
5. Services resulting from significant changes in general scope of the **PROJECT** including, but not limited to, changes in size, complexity, or **VILLAGE's** schedule; and revising previously accepted studies or reports, when such revisions are due to causes beyond **ENGINEER's** control shall be considered as a Change in Scope.
6. The obligation to provide further services under this **AGREEMENT** may be terminated by either party upon 7 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

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

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

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this ____ day of _____, 2023.

VILLAGE OF FORSYTH, IL:

CHASTAIN & ASSOCIATES LLC:

By: _____
Jim Peck
Mayor

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

ATTEST:

ATTEST:

By: _____
Cheryl Marty
Village Clerk

By: _____
Matthew B. Foster, P.E., P.L.S.
Project Manager

EXHIBIT A

**2023 SCHEDULE OF RATES**

<u>Classification</u>	<u>Per Hour Rate Net</u>	
Engineers	From	To
Project Principal	\$256.00	- \$256.00
Professional V	\$246.40	- \$256.00
Professional IV	\$198.40	- \$220.80
Professional III	\$163.20	- \$188.80
Professional II	\$131.20	- \$152.00
Professional I	\$94.08	- \$115.20
Surveyors		
Chief of Survey	\$182.40	- \$182.40
Surveyor II	\$128.00	- \$128.00
Surveyor I	\$97.60	- \$97.60
Technical		
Technician V	\$171.20	- \$171.20
Technician IV	\$145.60	- \$147.20
Technician III	\$118.40	- \$128.00
Technician II	\$67.20	- \$112.80
Technician I	\$57.60	- \$57.60
Office Services and Records		
Administrative	\$64.80	- \$137.60

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

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

A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$200.00 per day or actual rental cost. The use of a drone for aerial surveys or photography will be invoiced at \$50.00 per hour.

Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 58.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

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

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

Updated 1/1/23



Great Lakes Regional Office
338 Alana Drive
New Lenox, IL 60451

July 25, 2023

Sent via Email Only

Mr. Matthew Foster
Project Manager
Chastain & Associates, LLC
5 North Country Club Drive
Decatur, Illinois 62521

RE: Proposal for a Remote Operated Vehicle (ROV) Evaluation of the 400,000-Gallon Single Pedestal Water Tank, the 250,000-Gallon Single Pedestal Water Tank, the 200,000-Gallon Ground Storage Water Tank, and the Aeration Tank located in Forsyth, Illinois.

Dear Mr. Foster:

KLM is pleased to submit this proposal for a Remote Operated Vehicle (ROV) Evaluation of the 500,000-Gallon Single Pedestal Water Tank, the 250,000-Gallon Single Pedestal Water Tank, the 200,000-Gallon Ground Storage Water Tank and the aeration tank located in Forsyth, Illinois.

KLM Engineering provides NACE and AWS trained inspectors, certified in competent climbing, having experience and working knowledge of the Occupational Safety and Health Standards (OSHA), American Water Works Association (AWWA), American Concrete Industry (ACI) and State Regulations.

KLM Engineering provides evaluation reports that are reviewed by an engineer who has authored the report and/or were written under the engineer's direct supervision.

Documentation

KLM will provide the Owner with an evaluation report, which will provide the following benefits:

1. Clearly stating the actual condition of the reservoir.
2. For coated reservoirs, provide a life expectancy estimate of the coatings and/or an estimated timeline for coating replacement.
3. Identify structure deficiencies and recommended repairs to bring the reservoir into compliance with ACI, AWWA and OSHA requirements.
4. Provide a schedule for performing recommended maintenance work.
5. Provide a Cost Estimate for all structure repairs and coating replacement.
6. Identify the quantity of sediment and recommend a timeline for cleanout, if warranted.
7. Include color photographs identifying current conditions and any required repairs.
8. Recommend a timeline for future evaluations.

The evaluation report will be provided to Chastain & Associates, LLC in digital format (Pdf). After which, KLM will contact Chastain & Associates, LLC to discuss the report and answer any questions.

KLM WORK PLAN

ROV Evaluation

KLM plans to utilize a two-man crew and a Remote Operated Vehicle (ROV) to perform the evaluation. This evaluation method can be performed in one day.

KLM will provide inspectors who are properly trained and qualified to perform this type of evaluation. KLM inspectors will place a disinfected ROV and tether into the reservoir for the interior evaluation of the roof, walls, partition walls, floor, piping and valves. Video recording and photos will be taken with an underwater camera, which will show the structure conditions and quantity of sediment. The interior of the inlet pipe is excluded from the evaluation, unless otherwise written into this Agreement.

Exterior and Interior Evaluation

The exterior and interior evaluation is critical to the evaluation to determine whether there are any structure deficiencies and OSHA compliance.

The exterior will be inspected from all areas accessible without rigging, unless otherwise written into this Agreement. Coating conditions of both the interior and exterior piping and reservoir coatings, when applicable, will be examined using dry film thickness (DFT) and standard ASTM tests.

Interior and Exterior:

- Roof structure (size and style).
- Vents (size and style).
- Roof manways (size and style).
- Ventilation manways (size and style).
- Overflow weir and pipe (size and style).
- Support column (size and style).
- Capacity level and head range.
- Inlet/outlet pipe.
- Mud ring.
- Site dimensions.
- Safety considerations.
- Drains.
- Floor condition.
- Pitting on piping.
- Ladders, cages, platforms and handrails.
- Base pad condition, including Flexcell and grout.
- Screens on vents and overflows.
- Overflow air breaks, splash pads and drainage.
- Safety devices.

Owner's Responsibilities

The Owner's personnel shall also be responsible for:

- Set the water at, or near, the high-water operating level.
- If possible, cease the water inlet and outlet operation during the ROV inspection.
- Taking and testing water samples, as required.
- Providing information on the reservoir, including maintenance records, construction drawings, previous evaluation reports and previous painting or reconditioning specifications. This information is most useful if obtained prior to the reservoir inspection and evaluation.

EVALUATION FEES**Remote Operated Vehicle (ROV) Evaluation**

The evaluation will be performed for a fee of..... **\$8,000.00**

The fee for lead and chromium collection and testing is an additional \$500.00, if requested.

If for any reason beyond KLM's control, including Owner's failure to provide proper evaluation conditions, prevents the tank evaluation from being performed in one day, and KLM is required to return for a second day to complete the evaluation, the cost of a second day of evaluation is an additional time and materials.

Terms and Conditions

KLM has attached our standard Terms and Conditions. The Terms and Conditions are part of this Agreement between Chastain & Associates, LLC and KLM Engineering, Inc. unless otherwise agreed to in writing by both parties.

Fees are subject to change if proposed work exceeds twelve (12) months from the date of this proposal.

Additional Information

Additional information can be found at KLM's website at: www.klmengineering.com

AGREEMENT

This proposal is valid for sixty (60) days from the date of this proposal. If Chastain & Associates, LLC finds this proposal acceptable, please sign and return it by mail, fax or email. By signing and returning this signature page only, you agree to the terms of the entire proposal document submitted. When KLM receives the signed proposal, we will contact Chastain & Associates, LLC to coordinate an evaluation date. Upon delivery of the report to the Chastain & Associates, LLC, an invoice will be submitted according to the terms of this Agreement.

This Agreement, between the Chastain & Associates, LLC of Decatur, IL and KLM Engineering, Inc. of Woodbury, Minnesota is accepted by:

CHASTAIN & ASSOCIATES, LLC
5 North Country Club Drive
Decatur, Illinois 62521

KLM ENGINEERING, INC.
338 Alana Drive
New Lenox, IL 60451



Signature

Signature

Name

James Creed
Name

Title

Great Lakes Regional Manager
Title

Date

July 25, 2023
Date

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.

James Creed
Great Lakes Regional Manager
338 Alana Drive
New Lenox, IL 60451
Cell: 651-238-4905
Fax: 651-773-5222
Email: jcreed@klmengineering.com

Attachment: KLM Terms and Conditions

© 2022 KLM Engineering, Inc.

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**KLM ENGINEERING, INC.
TERMS AND CONDITIONS**

1. **BASIC SERVICES.** The scope of KLM's work is described in the attached proposal or contract agreement and may not be expanded or reduced except by mutual agreement in writing.
2. **ADDITIONAL SERVICES.** Additional work or services shall not be performed without a duly executed change order or purchase order outlining the scope of additional work on services.
3. **OWNER'S RESPONSIBILITIES.** OWNER shall fully disclose to KLM its knowledge of the condition of the structure and its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on OWNER'S behalf regarding the project. If necessary, shall clean and make the structure safe for entry; shall furnish the service of other consultants (including engineers, insurance consultants, accountants, attorneys, etc.) when those services are reasonable required or are reasonably requested by KLM; shall test for pollution and hazardous materials when required by law or requested by KLM; and shall provide all necessary permits and other authorization.
4. **SAFETY.** KLM shall only be responsible for safety of KLM personnel at the work site. The Owner or other persons shall be responsible for the safety of all other persons at the site. Owner shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the work site. If, during the course of the work, such materials, or conditions are discovered, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate services. Owner agrees to be responsible for payment of such additional protection costs. Upon such discovery, KLM agrees to immediately notify the Owner in writing, of the hazardous materials or unsafe conditions.
5. **HAZARDOUS MATERIALS.** Unless agreed in the scope of work KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, OWNER shall defend and indemnify KLM and its employees from all claims, including costs and attorney fees, arising out of the presence of hazardous materials on the job site.
6. **SITE ACCESS AND RESTORATION.** Owner will furnish KLM safe and legal site access. It is understood by Owner that in the normal course of work, some damage to the site or materials may occur. KLM will take reasonable precautions to minimize such damage. Restoration of the site is the responsibility of the Owner, unless agreed to in the scope of work.
7. **STANDARD OF CARE.** KLM will perform services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in the geographic area, and under similar budgetary constraints. No other warranty is implied or intended.

8. **SCHEDULING.** Prior to scheduling the OWNER shall furnish a written purchase order or request for the services required and shall give as much notice as possible in advance of the time when the services are desired. Our ability to respond to such an order will depend upon the amount of advance notice provided. If an inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the work site, then the OWNER shall be billed, according to the TERMS AND CONDITIONS, for costs incurred by KLM.
9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance and will provide OWNER with a certificate of insurance upon owner's request.
10. **PAYMENT, INTEREST AND BREACH.** KLM will submit itemized monthly or other periodic invoices for work previously performed. Invoices are due upon receipt. OWNER will inform KLM of invoice questions or disagreements within 15 days of invoice date, unless so informed, invoices are deemed correct. OWNER shall make payment within 30 days after receiving each statement, and overdue payments will bear interest at 1.5 percent per month if OWNER is a business entity and at the legal rate of interest of the state in which the project is located if OWNER is a consumer. If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, KLM may, at its sole option, suspend all duties to the Owner or other persons, without liability. Owner will pay all KLM collection expenses and attorney fees relating to past due fees, which the Owner owes under this agreement.
11. **MUTUAL INDEMNIFICATION.** Except as to matters actually covered by insurance purchased by KLM. KLM agrees to hold harmless and indemnify OWNER from and against liability arising out of KLM's negligent performance of the work, subject to any limitations, other indemnifications or other provisions OWNER and KLM have agreed to in writing. Except as to matters actually covered by insurance purchased by OWNER, OWNER agrees to hold harmless and indemnify KLM from and against liability arising out of OWNER'S negligent conduct, subject to any limitations, other indemnifications or other provisions OWNER and KLM have agreed to.
12. **LIMITATION OF LIABILITY.** OWNER agrees to limit KLM's liability to OWNER arising from professional acts, errors or omissions, such that the total aggregate liability of KLM does not exceed KLM's project fees except as to matters actually covered by insurance purchased by KLM.
13. **DELAYS.** If KLM work delays are caused by Owner, work of others, strikes, natural causes, weather, or other items beyond KLM's control, a reasonable time extension for performance of work shall be granted, and KLM shall receive an equitable fee adjustment.
14. **TERMINATION.** After 7 days written notice, either party may elect to terminate work for justifiable reasons. In this event, the OWNER shall pay for all work performed, including demobilization and reporting costs to complete the file project and reports to OWNER.

15. SEVERABILITY. Any provisions of this agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, OWNER and KLM will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.
16. KLM'S DOCUMENTS. All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services to OWNER for use only for the project, and KLM retains all ownership of said documents regardless of whether the project is completed. OWNER may retain copies for reference in connection with the use and occupancy of the project; but KLM does not represent that the documents are suitable for reuse on extension of the project or on other projects. OWNER and others shall not use the documents on other projects or extensions of this project except by KLM's written agreement. OWNER will defend and indemnify KLM from all claims or losses arising out of the unauthorized use of the documents.
17. ARBITRATION. Any controversy or claim for money damages arising out of or relating to the making or performance or interpretation of this AGREEMENT, or the breach of this AGREEMENT, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration panel shall consist of three arbitrators, at least one of who is a structural engineer; and the panel may award only money damages and shall not award equitable relief. Judgment upon the arbitration award may be entered in any court having jurisdiction of the parties. The enforceability of these arbitration provisions and arbitration awards will be governed by the Federal Arbitration Act.
18. ARBITRATION FEES. The prevailing party to any dispute arising out of this AGREEMENT shall be entitled to recover its reasonable fees and costs from the other party.
19. JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO. During the term of this contract and thereafter, KLM has permission to take still photographs or video of the site for training, documentation, education or promotional purposes. A signed agreement constitutes the Owner's written permission to use the photographic image or video in the manner described herein. The only identifiable information to be used by KLM will be the Owner's name as displayed on the image. Acceptance of these terms and conditions is considered a legal release by the Owner allowing KLM to use of photographic images as described herein.

RESOLUTION NO. 10-2023

**A RESOLUTION APPROVING CONTRACT
WITH CHASTAIN FOR DESIGN WORK FOR MAINTENANCE ON THE
WATER TOWERS, GROUND STORAGE TANK, AND AERATOR**

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 seeks to enter into an agreement for design work for the maintenance of the two waters towers, the ground storage tank, and the aerator with Chastain & Associates LLC as shown in detail in Exhibit A attached and incorporated herein ("Agreement for Engineering Design Services"); and

WHEREAS, the Agreement for Engineering Design Services covers professional design services for maintenance on the two water towers, the ground storage tank, and the aerator; and

WHEREAS, the corporate authorities of the Village believe it is in the best interests of the Village to approve the Agreement for Engineering Design Services as set forth herein.

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

SECTION 1: The recitals set forth above are incorporated herein as if full stated and set forth in this Section 1.

SECTION 2. The Village Board of Trustees hereby approves the Agreement for Engineering Design Services as attached hereto as **Exhibit A**. Village President and Village Clerk are further authorized to execute the agreement.

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

SECTION 4: All resolutions or agreements in conflict herewith are hereby repealed to the extent of such conflict.

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

SO RESOLVED this ____ day of August, 2023, at Forsyth, Macon County, Illinois.

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

VILLAGE OF FORSYTH

Jim Peck, Village Mayor

Attest:

Cheryl Marty, Village Clerk

EXHIBIT A
Agreement for Engineering Design Services

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

WATER TOWERS, GROUND STORAGE TANK & AERATOR MAINTENANCE

THIS AGREEMENT, made and entered into this ___ day of _____, 2023, by and between the **VILLAGE OF FORSYTH, ILLINOIS**, hereinafter referred to as the “**VILLAGE**” and **CHASTAIN & ASSOCIATES LLC**, 5 N. Country Club Road, Decatur, Illinois 62521, hereinafter referred to as the “**ENGINEER**”, covers professional engineering services in connection with the preparation of planning of the improvements hereinafter referred to as the “**PROJECT**”.

Funding for this **PROJECT** is expected to be through Illinois EPA’s Public Water Supply Loan Program (PWSLP); however, the **VILLAGE** is responsible for the **ENGINEER**’s fees associated with this **PROJECT** at the time they are rendered. Reimbursement from the PWSLP to the **VILLAGE** for **ENGINEER**’s fees will be made when the project enters the construction phase, in accordance with the PWSLP guidelines. The scope of proposed **PROJECT** generally includes maintenance activities on the **VILLAGE** owned 400,000-gallon north water tower, 250,000-gallon south water tower, the 200,000-gallon ground storage tank, and the 100,000-gallon water treatment plant aerator. A detailed scope of the services to be performed by the **ENGINEER** is provided below. Other items may be reviewed for inclusion within the **PROJECT**, as determined by discussions with the **VILLAGE**.

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

THE ENGINEER AGREES:

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

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

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

~~sections of existing mains prone to leaks and breaks. Prepare a recommendation of lines to be replaced based on financial benefit and input from the VILLAGE.~~

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

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

- a. Retain a qualified consultant to conduct detailed inspections of the four **VILLAGE** owned facilities included in the **PROJECT**. The inspection shall utilize a remote operated vehicle (ROV) to evaluate submerged features and interior and exterior evaluations of the facilities. Documentation of the inspections will consist of a final evaluation report and a cost estimate for all structure repairs and coating replacements. See Exhibit B, attached, for additional information regarding the scope of these services.
- b. Meet with **VILLAGE** staff to present recommendations and receive input from the **VILLAGE** regarding the maintenance activities to be included in the **PROJECT** scope.
- c. Project Time of Performance – To complete the initial design services within **180** calendar days from the receipt of a Notice to Proceed from the **VILLAGE**.

Detailed Design Services, generally comprised of the following services listed below, are not included within this AGREEMENT at this point in time. They will be added by amendment after completion of the facility inspections and the scope of PROJECT has been finalized.

- ~~d. Make such detailed surveys as are necessary for the preparation of detailed construction plans for the project described in the final Project Plan report.~~
- ~~e. Prepare construction drawings and specifications for permits and proposed construction of the new water treatment plant and new raw water well as necessary.~~
- ~~f. Identify any easements or ROW acquisition needed for construction of the proposed improvements, prepare easement plats where required. Easement negotiations with affected property owners or payments to property owners are not included in the ENGINEER's scope of work.~~
- ~~g. The work described above may be constructed in phases as may be required due to the type of construction, funding, timing or other factors. Detailed plans and specifications will be prepared for a single phase of construction.~~
- ~~h. Prepare an opinion of probable costs for the project construction based on the final plans and specifications.~~

- i. ~~Furnish copies of the Contract Documents consisting of Construction Agreement Forms, General Conditions, Special Conditions, Detailed Construction Plans and Specifications for review by the **VILLAGE** and for submission to permitting authorities.~~
- j. ~~Meet with the **VILLAGE** during the design process for review and input into the layout and operation of the water system improvements.~~
- k. ~~Incorporate the **VILLAGE**'s review comments into the final set of contract documents.~~
- l. ~~Assist the **VILLAGE** with necessary permit applications to all governmental and other authorities having jurisdiction to approve portions of the Project such as, but not limited to, Illinois Environmental Protection Agency, Village of Forsyth, Division of Water Resources, US Army Corps of Engineers.~~
- m. ~~Project Time of Performance — To complete the engineering design services within _____ calendar days from the receipt of a Notice to Proceed from the **VILLAGE**.~~

Construction phase services are not included within the AGREEMENT at this point in time. They will be added via amendment after the scope of construction has been determined and the PROJECT is authorized to go out for bids.

- 3. ~~**Construction Guidance** — Provide Construction Guidance Services during construction of the proposed improvements, including the following:~~
 - a. ~~Consult with the **VILLAGE** and with the Contractor on interpretation of plans and specifications and regarding any changes under consideration as construction proceeds. Provide benchmark, control points and key structure locations for the Contractor at the construction sites.~~
 - b. ~~Provide periodic job site inspection by the Project Manager, or his representatives, during the construction period.~~
 - c. ~~Prepare and submit all payment estimates, change orders, records, and reports required by the **VILLAGE** and required to comply with the EPA's PWSLP.~~
 - d. ~~Endeavor to safeguard the **VILLAGE** against defects and deficiencies on the part of the contractor, but the **ENGINEER** does not guarantee the performance of the contract by the Contractor.~~
 - e. ~~Conduct final inspection of construction and prepare final papers and reports.~~
 - f. ~~Revise contract drawings to show location and nature of improvement as actually constructed and supply record drawings of the completed project to the **VILLAGE**.~~

- ~~g. Inspect the Contractor's operations for compliance with the plans and specifications and the keeping of complete project records.~~
 - h. Review and check all shop and working drawings.
 - ~~i. Review and check all reports by testing laboratories on equipment and material tested.~~
 - ~~j. Provide bidding services including issuing bidding notices, printing of plans and specifications, addressing contractor inquiries regarding the **PROJECT**, bid opening and tabulation of bids and recommendation of award.~~
 - ~~k. Project Time of Performance To complete the engineering construction guidance services within ___ calendar days from the construction advertisement of the **PROJECT**, or within ___ days after **PROJECT** achieves substantial completion, whichever comes first.~~
4. **Construction Observation** Provide Construction Observation Services during construction of the proposed improvements, including the following:
- ~~a. Provide review of the Contractor's work for compliance with plans and specifications. Such review shall include those services which are customarily referred to as detailed resident inspection services, provided that the **ENGINEER** shall not be responsible for the acts or omissions of any contractor(s), any subcontractor(s) or any of the contractor(s)' or subcontractor(s)' agents or employees or any other person (except his own employees and agents) at the project site or for the supervision, direction, control and work safety of any contractor(s) or for the construction means, methods, techniques, sequences, or procedures or for safety precautions or programs incidental to the work of contractor(s) or for any contractor(s)' failure to perform the construction work in accordance with contract documents.~~
 - ~~b. Maintain a record or log of the contractor's activities throughout construction including notations on the nature and cost of any extra work.~~
 - c. Supervise all technical and other personnel assigned to the project.
 - ~~d. Review and check all payment estimates, change orders, records and reports pertaining to the construction activities.~~
 - ~~e. Project Time of Performance To complete the engineering construction observation services within ___ calendar days from the Notice to Proceed of the **PROJECT**, or at substantial completion of the **PROJECT**, whichever comes first.~~

5. **Project Required Provisions**

- a. The **ENGINEER** agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment,

construction, and services in accordance with the Public Water Supply Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA the **ENGINEER** acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.

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

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

- h. The **ENGINEER** shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The **ENGINEER** shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the **ENGINEER** to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

6. **Insurance**

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

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

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

THE VILLAGE AGREES,

1. Payment for all services listed under ~~Project Planning, Design, Construction Guidance, and Construction Observation~~ of section “**THE ENGINEER AGREES**” of this **AGREEMENT** shall be based on the actual time spent on the **PROJECT** by the classifications of employees. Exhibit A - Schedule of Charges effective January 1, 2023, shall be used for this project. The Schedule of Charges may be revised annually. Reimbursement of expenses and costs incurred specifically in fulfilling the terms of this **AGREEMENT** such as, but not limited to, outside professional services, stakes, blueprints, supplies, toll calls, transportation and subsistence shall be at the actual cost plus 10% administration fee. The estimated fees for the 2-Design phase under “**THE ENGINEER AGREES**” are \$15,000. Work under 3-Construction Guidance, and 4-Construction Observation of section “**THE ENGINEER AGREES**” may be added as determined by planning and agreement amendment.
2. The **ENGINEER** may submit monthly or periodic statements requesting payment. Such statements shall be based upon the amount and value of the services provided and expenses incurred by **ENGINEER** to the date of the statement and shall be supplemented or accompanied by such supporting data as may be required by the **VILLAGE**.

IT IS MUTUALLY AGREED,

1. It shall be the **ENGINEER**’s responsibility, when total monies due the **ENGINEER** as reimbursement for actual costs approach a point near 50% of the reimbursable actual costs specified above, to review the work accomplished and make an estimate showing costs incurred and costs of services still required of the **ENGINEER** to complete his obligation. He shall do the same prior to when the costs incurred reach 90% of reimbursable actual costs. If any of these estimates exceed the upper limit of reimbursable actual costs, the **ENGINEER** shall immediately submit the estimate to the **VILLAGE**. The **VILLAGE** shall review the estimate and promptly direct the **ENGINEER** to:
 - a. Stop work at a logical point when monies due the **ENGINEER** are within the limit of reimbursable actual costs, or
 - b. Continue work under the terms of the **AGREEMENT** up to an adjusted limit of reimbursable actual costs as authorized in writing by the **VILLAGE**. The **ENGINEER** will make no claim for payment in excess of the original limit of reimbursable actual costs without having received such written authorization prior to incurring the excess costs.
2. The provisions of this Section and the various rates of compensation for **ENGINEER**’s services provided for in this **AGREEMENT** have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT**. Time is of the essence and therefore the project shall be completed with due diligence to conform to the agreed upon completion timing. The **ENGINEER** shall not be responsible for any time delays in the **PROJECT** caused by circumstances beyond the **ENGINEER**’s control.

3. The **VILLAGE** may at any time, by written order, make changes within the general scope of this **AGREEMENT** in the services or work to be performed. If such changes cause an increase or decrease in the **ENGINEER's** cost or time required to perform any services under this **AGREEMENT**, an equitable adjustment shall be made, and this **AGREEMENT** shall be modified in writing. The **ENGINEER** must assert any claim for adjustment under this clause in writing within 30 days from the date of receipt of the **ENGINEER** of the notification of change unless the **VILLAGE** grants additional time before the date of final payment. No services for which an additional compensation will be charged by the **ENGINEER** shall be furnished without the written authorization of the **VILLAGE**.
4. Services performed during the performance of the **AGREEMENT** made necessary by the following circumstances or events shall be considered as Additional Services:
 - a. Services performed as a result of litigation, arbitration, public hearings or other legal or administrative proceedings involving the **PROJECT** other than a dispute between the **VILLAGE** and **ENGINEER**.
 - b. Geotechnical exploration and/or reports.
 - c. Potholing and other methods of subsurface utility excavation to determine utility locations and depths.
 - d. Land, easements and rights-of-way acquisition assistance.
 - e. Services performed in connection with environmental & hazardous waste testing and remediation.
 - f. Payment for Additional Services shall be based on the actual time spent on the **PROJECT** by the classifications of employees. Exhibit A - Schedule of Charges effective January 1, 2023, shall be used for this **PROJECT**. Reimbursement of expenses and costs incurred specifically in fulfilling the additional services authorized by the terms of this **AGREEMENT** such as, but not limited to, outside professional services, blueprints, supplies, toll calls, transportation and subsistence shall be at the actual cost of the **ENGINEER**. It is agreed that the **VILLAGE** will not be obligated for additional services unless authorized in writing by the **VILLAGE**.
5. Services resulting from significant changes in general scope of the **PROJECT** including, but not limited to, changes in size, complexity, or **VILLAGE's** schedule; and revising previously accepted studies or reports, when such revisions are due to causes beyond **ENGINEER's** control shall be considered as a Change in Scope.
6. The obligation to provide further services under this **AGREEMENT** may be terminated by either party upon 7 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

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

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

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this ____ day of _____, 2023.

VILLAGE OF FORSYTH, IL:

CHASTAIN & ASSOCIATES LLC:

By: _____
Jim Peck
Mayor

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

ATTEST:

ATTEST:

By: _____
Cheryl Marty
Village Clerk

By: _____
Matthew B. Foster, P.E., P.L.S.
Project Manager

EXHIBIT A

**2023 SCHEDULE OF RATES**

<u>Classification</u>	<u>Per Hour Rate Net</u>	
Engineers	From	To
Project Principal	\$256.00 -	\$256.00
Professional V	\$246.40 -	\$256.00
Professional IV	\$198.40 -	\$220.80
Professional III	\$163.20 -	\$188.80
Professional II	\$131.20 -	\$152.00
Professional I	\$94.08 -	\$115.20
Surveyors		
Chief of Survey	\$182.40 -	\$182.40
Surveyor II	\$128.00 -	\$128.00
Surveyor I	\$97.60 -	\$97.60
Technical		
Technician V	\$171.20 -	\$171.20
Technician IV	\$145.60 -	\$147.20
Technician III	\$118.40 -	\$128.00
Technician II	\$67.20 -	\$112.80
Technician I	\$57.60 -	\$57.60
Office Services and Records		
Administrative	\$64.80 -	\$137.60

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

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

A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$200.00 per day or actual rental cost. The use of a drone for aerial surveys or photography will be invoiced at \$50.00 per hour.

Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 58.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

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

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

Updated 1/1/23



Great Lakes Regional Office
338 Alana Drive
New Lenox, IL 60451

July 25, 2023

Sent via Email Only

Mr. Matthew Foster
Project Manager
Chastain & Associates, LLC
5 North Country Club Drive
Decatur, Illinois 62521

RE: Proposal for a Remote Operated Vehicle (ROV) Evaluation of the 400,000-Gallon Single Pedestal Water Tank, the 250,000-Gallon Single Pedestal Water Tank, the 200,000-Gallon Ground Storage Water Tank, and the Aeration Tank located in Forsyth, Illinois.

Dear Mr. Foster:

KLM is pleased to submit this proposal for a Remote Operated Vehicle (ROV) Evaluation of the 500,000-Gallon Single Pedestal Water Tank, the 250,000-Gallon Single Pedestal Water Tank, the 200,000-Gallon Ground Storage Water Tank and the aeration tank located in Forsyth, Illinois.

KLM Engineering provides NACE and AWS trained inspectors, certified in competent climbing, having experience and working knowledge of the Occupational Safety and Health Standards (OSHA), American Water Works Association (AWWA), American Concrete Industry (ACI) and State Regulations.

KLM Engineering provides evaluation reports that are reviewed by an engineer who has authored the report and/or were written under the engineer's direct supervision.

Documentation

KLM will provide the Owner with an evaluation report, which will provide the following benefits:

1. Clearly stating the actual condition of the reservoir.
2. For coated reservoirs, provide a life expectancy estimate of the coatings and/or an estimated timeline for coating replacement.
3. Identify structure deficiencies and recommended repairs to bring the reservoir into compliance with ACI, AWWA and OSHA requirements.
4. Provide a schedule for performing recommended maintenance work.
5. Provide a Cost Estimate for all structure repairs and coating replacement.
6. Identify the quantity of sediment and recommend a timeline for cleanout, if warranted.
7. Include color photographs identifying current conditions and any required repairs.
8. Recommend a timeline for future evaluations.

The evaluation report will be provided to Chastain & Associates, LLC in digital format (Pdf). After which, KLM will contact Chastain & Associates, LLC to discuss the report and answer any questions.

KLM WORK PLAN

ROV Evaluation

KLM plans to utilize a two-man crew and a Remote Operated Vehicle (ROV) to perform the evaluation. This evaluation method can be performed in one day.

KLM will provide inspectors who are properly trained and qualified to perform this type of evaluation. KLM inspectors will place a disinfected ROV and tether into the reservoir for the interior evaluation of the roof, walls, partition walls, floor, piping and valves. Video recording and photos will be taken with an underwater camera, which will show the structure conditions and quantity of sediment. The interior of the inlet pipe is excluded from the evaluation, unless otherwise written into this Agreement.

Exterior and Interior Evaluation

The exterior and interior evaluation is critical to the evaluation to determine whether there are any structure deficiencies and OSHA compliance.

The exterior will be inspected from all areas accessible without rigging, unless otherwise written into this Agreement. Coating conditions of both the interior and exterior piping and reservoir coatings, when applicable, will be examined using dry film thickness (DFT) and standard ASTM tests.

Interior and Exterior:

- | | |
|--|---|
| ▪ Roof structure (size and style). | ▪ Drains. |
| ▪ Vents (size and style). | ▪ Floor condition. |
| ▪ Roof manways (size and style). | ▪ Pitting on piping. |
| ▪ Ventilation manways (size and style). | ▪ Ladders, cages, platforms and handrails. |
| ▪ Overflow weir and pipe (size and style). | ▪ Base pad condition, including Flexcell and grout. |
| ▪ Support column (size and style). | ▪ Screens on vents and overflows. |
| ▪ Capacity level and head range. | ▪ Overflow air breaks, splash pads and drainage. |
| ▪ Inlet/outlet pipe. | ▪ Safety devices. |
| ▪ Mud ring. | |
| ▪ Site dimensions. | |
| ▪ Safety considerations. | |

Owner’s Responsibilities

The Owner’s personnel shall also be responsible for:

- Set the water at, or near, the high-water operating level.
- If possible, cease the water inlet and outlet operation during the ROV inspection.
- Taking and testing water samples, as required.
- Providing information on the reservoir, including maintenance records, construction drawings, previous evaluation reports and previous painting or reconditioning specifications. This information is most useful if obtained prior to the reservoir inspection and evaluation.

EVALUATION FEES

Remote Operated Vehicle (ROV) Evaluation

The evaluation will be performed for a fee of **\$8,000.00**

The fee for lead and chromium collection and testing is an additional \$500.00, if requested.

If for any reason beyond KLM’s control, including Owner’s failure to provide proper evaluation conditions, prevents the tank evaluation from being performed in one day, and KLM is required to return for a second day to complete the evaluation, the cost of a second day of evaluation is an additional time and materials.

Terms and Conditions

KLM has attached our standard Terms and Conditions. The Terms and Conditions are part of this Agreement between Chastain & Associates, LLC and KLM Engineering, Inc. unless otherwise agreed to in writing by both parties.

Fees are subject to change if proposed work exceeds twelve (12) months from the date of this proposal.

Additional Information

Additional information can be found at KLM’s website at: www.klmengineering.com

AGREEMENT

This proposal is valid for sixty (60) days from the date of this proposal. If Chastain & Associates, LLC finds this proposal acceptable, please sign and return it by mail, fax or email. By signing and returning this signature page only, you agree to the terms of the entire proposal document submitted. When KLM receives the signed proposal, we will contact Chastain & Associates, LLC to coordinate an evaluation date. Upon delivery of the report to the Chastain & Associates, LLC, an invoice will be submitted according to the terms of this Agreement.

This Agreement, between the Chastain & Associates, LLC of Decatur, IL and KLM Engineering, Inc. of Woodbury, Minnesota is accepted by:

CHASTAIN & ASSOCIATES, LLC
5 North Country Club Drive
Decatur, Illinois 62521

KLM ENGINEERING, INC.
338 Alana Drive
New Lenox, IL 60451



Signature

Signature

Name

James Creed

Name

Title

Great Lakes Regional Manager

Title

Date

July 25, 2023

Date

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.

James Creed
 Great Lakes Regional Manager
 338 Alana Drive
 New Lenox, IL 60451
 Cell: 651-238-4905
 Fax: 651-773-5222
 Email: jcreed@klmengineering.com

Attachment: KLM Terms and Conditions

© 2022 KLM Engineering, Inc.

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**KLM ENGINEERING, INC.
TERMS AND CONDITIONS**

1. **BASIC SERVICES.** The scope of KLM's work is described in the attached proposal or contract agreement and may not be expanded or reduced except by mutual agreement in writing.
2. **ADDITIONAL SERVICES.** Additional work or services shall not be performed without a duly executed change order or purchase order outlining the scope of additional work on services.
3. **OWNER'S RESPONSIBILITIES.** OWNER shall fully disclose to KLM its knowledge of the condition of the structure and its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on OWNER'S behalf regarding the project. If necessary, shall clean and make the structure safe for entry; shall furnish the service of other consultants (including engineers, insurance consultants, accountants, attorneys, etc.) when those services are reasonable required or are reasonably requested by KLM; shall test for pollution and hazardous materials when required by law or requested by KLM; and shall provide all necessary permits and other authorization.
4. **SAFETY.** KLM shall only be responsible for safety of KLM personnel at the work site. The Owner or other persons shall be responsible for the safety of all other persons at the site. Owner shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the work site. If, during the course of the work, such materials, or conditions are discovered, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate services. Owner agrees to be responsible for payment of such additional protection costs. Upon such discovery, KLM agrees to immediately notify the Owner in writing, of the hazardous materials or unsafe conditions.
5. **HAZARDOUS MATERIALS.** Unless agreed in the scope of work KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, OWNER shall defend and indemnify KLM and its employees from all claims, including costs and attorney fees, arising out of the presence of hazardous materials on the job site.
6. **SITE ACCESS AND RESTORATION.** Owner will furnish KLM safe and legal site access. It is understood by Owner that in the normal course of work, some damage to the site or materials may occur. KLM will take reasonable precautions to minimize such damage. Restoration of the site is the responsibility of the Owner, unless agreed to in the scope of work.
7. **STANDARD OF CARE.** KLM will perform services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in the geographic area, and under similar budgetary constraints. No other warranty is implied or intended.

8. **SCHEDULING.** Prior to scheduling the OWNER shall furnish a written purchase order or request for the services required and shall give as much notice as possible in advance of the time when the services are desired. Our ability to respond to such an order will depend upon the amount of advance notice provided. If an inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the work site, then the OWNER shall be billed, according to the TERMS AND CONDITIONS, for costs incurred by KLM.
9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance and will provide OWNER with a certificate of insurance upon owner's request.
10. **PAYMENT, INTEREST AND BREACH.** KLM will submit itemized monthly or other periodic invoices for work previously performed. Invoices are due upon receipt. OWNER will inform KLM of invoice questions or disagreements within 15 days of invoice date, unless so informed, invoices are deemed correct. OWNER shall make payment within 30 days after receiving each statement, and overdue payments will bear interest at 1.5 percent per month if OWNER is a business entity and at the legal rate of interest of the state in which the project is located if OWNER is a consumer. If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, KLM may, at its sole option, suspend all duties to the Owner or other persons, without liability. Owner will pay all KLM collection expenses and attorney fees relating to past due fees, which the Owner owes under this agreement.
11. **MUTUAL INDEMNIFICATION.** Except as to matters actually covered by insurance purchased by KLM. KLM agrees to hold harmless and indemnify OWNER from and against liability arising out of KLM's negligent performance of the work, subject to any limitations, other indemnifications or other provisions OWNER and KLM have agreed to in writing. Except as to matters actually covered by insurance purchased by OWNER, OWNER agrees to hold harmless and indemnify KLM from and against liability arising out of OWNER'S negligent conduct, subject to any limitations, other indemnifications or other provisions OWNER and KLM have agreed to.
12. **LIMITATION OF LIABILITY.** OWNER agrees to limit KLM's liability to OWNER arising from professional acts, errors or omissions, such that the total aggregate liability of KLM does not exceed KLM's project fees except as to matters actually covered by insurance purchased by KLM.
13. **DELAYS.** If KLM work delays are caused by Owner, work of others, strikes, natural causes, weather, or other items beyond KLM's control, a reasonable time extension for performance of work shall be granted, and KLM shall receive an equitable fee adjustment.
14. **TERMINATION.** After 7 days written notice, either party may elect to terminate work for justifiable reasons. In this event, the OWNER shall pay for all work performed, including demobilization and reporting costs to complete the file project and reports to OWNER.

15. SEVERABILITY. Any provisions of this agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, OWNER and KLM will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.
16. KLM'S DOCUMENTS. All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services to OWNER for use only for the project, and KLM retains all ownership of said documents regardless of whether the project is completed. OWNER may retain copies for reference in connection with the use and occupancy of the project; but KLM does not represent that the documents are suitable for reuse on extension of the project or on other projects. OWNER and others shall not use the documents on other projects or extensions of this project except by KLM's written agreement. OWNER will defend and indemnify KLM from all claims or losses arising out of the unauthorized use of the documents.
17. ARBITRATION. Any controversy or claim for money damages arising out of or relating to the making or performance or interpretation of this AGREEMENT, or the breach of this AGREEMENT, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration panel shall consist of three arbitrators, at least one of who is a structural engineer; and the panel may award only money damages and shall not award equitable relief. Judgment upon the arbitration award may be entered in any court having jurisdiction of the parties. The enforceability of these arbitration provisions and arbitration awards will be governed by the Federal Arbitration Act.
18. ARBITRATION FEES. The prevailing party to any dispute arising out of this AGREEMENT shall be entitled to recover its reasonable fees and costs from the other party.
19. JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO. During the term of this contract and thereafter, KLM has permission to take still photographs or video of the site for training, documentation, education or promotional purposes. A signed agreement constitutes the Owner's written permission to use the photographic image or video in the manner described herein. The only identifiable information to be used by KLM will be the Owner's name as displayed on the image. Acceptance of these terms and conditions is considered a legal release by the Owner allowing KLM to use of photographic images as described herein.

NEW BUSINESS

ITEM 8

MEMORANDUM

To: Mayor and Trustees

From: Rhonda Stewart, Village Treasurer

Date: August 1, 2023

RE: Auditor Services (Audit RFP)

The last time the Village completed a request for proposal (RFP) for our contractual Auditor Services was in 2013 and we had selected Kemper CPA Group branch Mattoon, Illinois. Kemper CPA Group has completed our annual audit for nine (9) years (2014 to 2022). The Village staff has not had any issues and has enjoyed working with Kemper CPA Group. While there are no legal requirements within the State Statutes to change Auditing Firms, it is in the best interest for the Village of Forsyth to complete an RFP to see if there are any potential cost savings for the Village.

The chart below provides a summary recap of our Auditing firm history:

<u>Auditing Firm History:</u>	<u>Consecutive Years:</u>	<u>Fiscal Years Audited:</u>	<u>Price Range:</u>
Richardson, Karloski, Pinley & Kuppler	10	1973/74 thru 1983/84	N/A
KPMG	6	1984/85 thru 1990/91	N/A
BKD (was Olive and George Olive)	10	1991/92 thru 2000/01	\$9,750 up to \$14,792
MCK (May, Cocagne & King)	4	2001/02 thru 2004/05	\$5,850 up to \$17,000 (GASB started)
KEB (Kerber, Eck, & Braeckel)	2	2005/06 thru 2006/07	\$11,200 up to \$11,350
Sikich	6	2007/08 thru 2012/13	\$16,500 up to \$18,090
Kemper CPA Group	9	2013/14 thru 12/31/2022	\$15,000 up to \$26,600 Notes: 2017 audit changed to GAAP compliant and 2018 began the TIF.

Village Staff prepared an RFP (requesting prices for the fiscal year end 12/31/2023, with the option of auditing for 2024, 2025, and for each year would require an engagement letter for a one-year period). In addition, staff had our attorney review the RFP prior to mailing the RFP's out on May 12, 2023. We reviewed surrounding communities as to who they are using for their annual audit, auditing firms we have used in the past years and then selected ten (10) Auditing Firms (see list below):

1. Kemper CPA Group Mattoon, IL.
2. Sikich Decatur, IL.
3. MCK (May, Cocagne & King) Decatur, IL.
4. McGuire, Yuhas, Huffman & Buckely Decatur, IL.
5. Feller & Kuester CPA Champaign, IL
6. West & Company, LLC Sullivan, IL.
7. Clifton Larson Allen LLP Peoria, IL.
8. Estes-Bridgewater and Ogden Springfield, IL.
9. Doehring, Winder & Co Mattoon, IL.
10. Floyd & Associates Clinton, IL.

The Auditing Firms were to turn in their respond by 4:00 pm on June 23, 2023. Of the ten (10) RFPs mailed out we had two (2) Auditing Firms respond (Kemper CPA Group and May, Cocagne & King). Based upon a couple of comments from the Auditing Firms, the reason we only received two (2) is because of when our fiscal year ends December 31st. The Auditing Firms are busy with normal year-end taxes, commitments with other Municipalities and being shorthanded within their firms.

The chart below is a summary of the cost breakdown submitted within the RFP's:

Firm:	→	Kemper CPA Group	→	MCK (May, Cocagne & King)
Fiscal Year Ending 12/31/2023	→	\$37,000.00	→	\$29,000.00
Fiscal Year Ending 12/31/2024	→	\$40,000.00	→	\$29,800.00
Fiscal Year Ending 12/31/2025	→	\$43,000.00	→	\$30,700.00
Total for the three (3) Fiscal Years:	→	\$120,000.00	→	\$89,500.00
Single Audit if Necessary	→	Hourly Rates based upon what would be needed (see below)	→	\$6,000 per year
Hourly Rate for Management Advisory Services:	→	(see below)	→	\$225 average
Hourly Rate for Additional Audit Services:	→	(see below)	→	2023 = \$160 2024 = \$162 2025 = \$165
Assist with Maintenance of Depreciation, Schedule, and Capital Assets:	→	(see below)	→	(included in annual fee)
Partners:	→	\$200 to \$300	→	\$275
Managers:	→	\$160 to \$220	→	n/a
Seniors:	→	\$130 to \$160	→	\$170
Staff Accountants:	→	\$100 to \$130	→	\$125

The Village Administrator and Treasurer has reviewed the RFP's. During our review we considered both firms we have worked with in the past with confidence either firm would be good candidates in completing the annual audit for the Village. In conclusion it came down to the cost savings between the 2 (two) firms. While changing auditing firms will create additional work for staff to provide background to the Village's policy, procedures, agreements, and documents. We felt changing to MCK would be in the best interest of the Village based upon the cost savings.



1353 E. Mound Rd., Suite 300
Decatur, Illinois 62526-9344
PH: (217) 875-2655
FAX: (217) 875-1660
www.mckcpa.com

June 23, 2023

Village of Forsyth, Illinois
Attention: Jill Applebee, Village Administrator
301 South Route 51
Forsyth, Illinois 62535

Jill:

We were delighted to receive your request for a proposal for auditing services for the upcoming years. We appreciate this opportunity to present a proposal for audit services to the Village of Forsyth, Illinois for the year ending December 31, 2023.

We understand that the Village is required to undergo an audit each year. You should insist on a responsive firm with significant governmental expertise, who is willing to support you year-round as your go-to technical resource. MCK CPAs & Advisors (MCK) has assembled a stellar team of professionals to serve you, each of whom has dedicated their career to serving public sector clients. We believe MCK is the best choice for the Village and we would like to provide some evidence to support our claim.

We know you are already familiar with our firm, but the following information presents our history, experience, philosophy and qualifications, along with the specific information you requested, and may assist you in evaluating our firm more fully. Also, please visit our web site at www.mckcpa.com to obtain further information about MCK, as well as numerous links to accounting and tax sites, several financial tools and a newsletter page with current events and important issues facing us all.

We have also included a copy of our most recent peer review report for your files, as well as a copy of our most recent license from the State of Illinois, Department of Professional Regulation.

Changing accounting firms is something most clients would rather not do, which is why we are dedicated to making this transition process not only smooth, but agreeable for you. You won't need to spend excessive time explaining your organization to us; our staff is already extremely knowledgeable about the special needs and circumstances affecting governmental organizations. We will coordinate the review of predecessor documents and work with management on your timeline to build our remaining files.

We do not bill clients for start-up or learning time incurred during the first year. We also will take the time to review and assist with the redesign of your workpapers in the first year, if necessary, to maximize the use of your time. We view those costs as an investment in our long-term relationship with you and therefore will not charge the Village for these costs.

Village of Forsyth, Illinois
Page 2

Again, we appreciate the chance to submit this proposal, and want to assure you of our firm's commitment to performing the work within the specified time period. We strive to not only assure your compliance with the audit requirements, but to add increased value to the services you receive as much as possible.

The attached proposal is a firm and irrevocable offer for 90 days. Upon acceptance of this proposal, we will issue an engagement letter.

Should you have any questions or need further information, please don't hesitate to give us a call.

Yours truly,

MCK CPAs & Advisors

A handwritten signature in black ink, appearing to read 'Cathy', written in a cursive style.

Catherine J. Mansur, CPA
Partner

CJM:cl
Enclosures

VILLAGE OF FORSYTH, ILLINOIS

PROPOSAL FOR ANNUAL AUDIT

***For the fiscal years ending
December 31, 2023***

Audit Firm:

MCK CPAs & Advisors
1353 E. Mound Road, Suite 300
Decatur, Illinois 62526
Phone: 217-875-2655
Fax: 217-875-1660
www.mckcpa.com

Contact Person:

Cathy Mansur, CPA, Partner
Phone: 217.875.2655
E-mail: cmansur@mckcpa.com

Proposal Date - June 23, 2023



**VILLAGE OF FORSYTH
PROPOSAL FOR AUDITING SERVICES**

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Village of Forsyth Proposal for Auditing Services
Presented by MCK CPAs & Advisors

Independence

MCK CPAs & Advisors (MCK) is independent of the Village of Forsyth as defined by generally accepted auditing standards and *Government Auditing Standards* issued by the Comptroller General of the United States.

License to Practice in Illinois

MCK is licensed to practice public accounting in Illinois, and a copy of the firm's license is included in this proposal. All partners and CPA professionals employed by MCK are licensed or registered to practice public accounting in Illinois.

Firm Qualifications and Experience

MCK is a full service accounting firm. Our service menu includes auditing, tax, accounting services, technology services, and management advisory services. MCK is a large local CPA firm with offices in Decatur, Bloomington, and Monticello, Illinois. We have 45 team members, including partners, professional staff, para-professionals, technology professionals and support personnel.

MCK's size and location have afforded us the ability to specialize to an extent within our firm, which allows our professional staff to devote their time to their primary area of expertise. Currently there are four staff members who devote a majority of their time to governmental auditing. Because of this specialized focus, our staff understands the issues the public sector faces and has the experience to find effective solutions. This allows us to focus on government engagements and deliver professional services based on the unique needs of government entities. In addition, several of our other staff members devote a large portion of their time to governmental auditing. Every team member assigned to governmental audits attends education courses to meet the continuing education requirements of our profession.

We have extensive experience auditing governmental units, with several of our current audit clients subject to the requirements of the Single Audit as specified by the Uniform Guidance which requires a higher level of compliance testing and reporting.



Firm Quality Control

MCK has established the following quality control procedures that help ensure that audits are completed in accordance with generally accepted auditing standards:

As detailed in the Qualifications and Experience section, each staff member is required to obtain annual continuing professional education in their areas of concentration.

MCK has established a quality control document which details work paper procedures, review procedures, training expectations, and other quality control initiatives.

Privacy and trust are implicit in the accounting profession. Every person employed by the firm is obligated to refrain from any discussions or disclosure of client matters to outsiders, including members of one's own family.

All work papers and reports prepared by staff undergo a complete review to ensure proper documentation of audit procedures and compliance with auditing standards. An audit partner is required to review critical audit areas.

Periodically, audit engagements are selected at random for a "cold review". This process is a second review to further ensure that auditing standards are being met.

As members of the American Institute of Certified Public Accountants, we undergo an external review every three years. This program is designed to have peers, other CPA's, review our audit and accounting procedures to test compliance with standards required by our industry. During our most recent peer review, the firm selected specific government engagements to review, as required by Peer Review standards. We received a "pass" report on our most recent peer review, which is the best report a firm can receive.

A copy of our most recently issued peer review report is attached to this proposal.



Village of Forsyth Proposal for Auditing Services
Presented by MCK CPAs & Advisors

Partner, Supervisory and Staff Qualifications and Experience

We anticipate having three professionals from our Decatur office working on the Village of Forsyth audit. Our audit team will be comprised of the following individuals:

Catherine J. Mansur, CPA. Cathy is an audit partner who has been with MCK for over 30 years and is an Illinois licensed certified public accountant. She is also our “expert” in audits of local governments and not-for-profit organizations, supervising the majority of our audits of governmental units. Cathy formerly served as a member of the Illinois CPA Society’s Government Report Review Committee as well as a member of the Society’s Peer Review Committee. In her capacity as audit partner, Cathy will be involved in all phases of the audit and will have final responsibility for overall quality assurance.

Sean Hillary. Sean has been with MCK for 7 years. He specializes in auditing where he works primarily on not-for-profit and local governmental audits. Sean will participate in the planning, fieldwork and completion phases of the audit. Relevant experience includes serving as in-charge on several audits of governmental and not-for-profit organizations. Sean has also worked with clients receiving state and federal grants.

In addition, other experienced individuals will be assigned to the engagement as required. The knowledge and experience of our tax partners, computer consultants and accounting services personnel are also available.

Each member of the MCK auditing team is assigned duties commensurate with his or her level of expertise and experience. The team that we select from our staff will provide the right mix of skills necessary to meet the Village’s auditing needs. All staff members have been assigned a variety of duties that enable them to gain experience as they progress. MCK requires each staff member to annually obtain at least 40 hours of continuing professional education. All MCK staff involved in governmental audits are also required to complete a minimum of 24 hours of continuing education every two years in specific governmental audit and accounting related courses.

The above staff have attended several audit and accounting related professional education courses over the past three years. Such courses included Governmental Updates and Key Issues, Accounting and Auditing Update, and Government Report Review. Also, in addition to the conventional continuing education courses, programs related to professional growth and development are encouraged to enable MCK’s team to form well rounded careers.



Village of Forsyth Proposal for Auditing Services
Presented by MCK CPAs & Advisors

Similar Engagements - Other Governmental Entities

MCK has extensive government auditing experience. A broad spectrum of audits has included townships, villages, local school districts, cities and counties. Several of our current audit clients have been or are currently subject to the requirements of *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *Uniform Guidance* which require a higher level of compliance testing and reporting.

Following is a list of significant audit engagements that would be similar in scope to the Village of Forsyth. All of the jobs listed are complex audits that involve a significant number of hours and expertise.

References

Macon County, Illinois
Financial and Single Audit
Year end - November 30
Average hours: 900-1,100
Carol Reed, County Auditor
Kevin Greenfield, County Board Chair
Phone: (217) 424-1385
Engagement partner - Cathy Mansur

Decatur Park District
Financial Audit
Year end - April 30
Average hours: 375-475
Clay Gerhard, Director
Kristin Sowa, CFO
Phone: (217) 422-5911
Engagement partner - Cathy Mansur

Village of Argenta
Financial Audit
Year end - April 30
Average hours: 100-150
Sherry Koszesza, Treasurer
Phone: (217) 795-4529
Engagement partner - Cathy Mansur

City of Fairbury
Financial Audit
Year end - April 30
Average hours: 220-250
Dale Diller, Treasurer
Phone: (815) 692-2743
Engagement partner: Cathy Mansur

Sanitary District of Decatur
Financial Audit
Year end - April 30
Average hours: 200-250
Kent Newton, CEO/CFO
Phone: (217) 422-6931 ext. 213
Engagement partner: Cathy Mansur

The above list is not all inclusive, but hopefully provides a testament to the level of service we provide and emphasizes our commitment to serving the government community in our area. If you would like additional references, please feel free to call us.



Specific Audit Approach

The following information is a general explanation of the work plan and audit methodology, followed by a proposed timeline for the engagement. As we consider sample sizes and the type and extent of certain procedures we plan to use during the engagement as proprietary information, we have not included that information.

The audit will be conducted in three phases: planning, fieldwork and concluding. Each of the assigned audit staff will participate in each phase of the audit as necessary with adequate supervision and review provided at each phase.

Planning the Audit:

The planning phase of the audit will focus on obtaining and developing knowledge of the Village of Forsyth's organizational structure, operating characteristics and areas of risk, including:

- Documentation of the design of the internal control structure and evaluation of those controls relevant to the audit.
- Consideration of audit risk, including the risk of fraud as required by auditing standards.
- Identifying, documenting and assessing the risks of material misstatements by performing risk assessment procedures

The risk based standards in use provide a more rigorous assessment of the risks of material misstatement of the financial statements.

Conducting Fieldwork:

We will design and perform tailored audit procedures responsive to the assessed risks noted during the planning stage. We will identify critical audit areas and place extra emphasis in these areas. This means an in-depth analysis of operations and transactions of the accounting and recordkeeping function within the Village of Forsyth government.

The auditing procedures employed by MCK mainly focus on system input and output instead of computer assisted audit techniques. MCK does have a technology department which can be utilized to help answer questions on issues ranging from disk space to security concerns.

We recognize the pressures that our clients face related to cost control. We have implemented procedures to automate the engagement process as much as possible. Our files are maintained in a paperless environment that allows us to operate in an efficient manner, which helps control the fees related to services.



Specific Audit Approach, continued

Concluding the Audit:

After fieldwork is completed, all workpapers are reviewed for quality assurance and approved. We will assist in the preparation of the annual financial report with full disclosures and will complete the Independent Auditor's Report on the financial statements. In addition, we will prepare the separate TIF audit report, management letter (as needed), the communication with those charged with governance, and Illinois Comptroller's Annual Financial Report.

We will meet with Village officials to review the draft report of the financial statements and communicate any internal control and/or compliance related issues.

At the conclusion of the engagement, we will provide a total of five (5) bound copies and one electronic copy of the annual financial report to the Village, as well as an adequate number of copies of the TIF report, specific letters and Illinois Comptroller's Annual Financial Report to satisfy any filing requirements.

Continuity of Service:

Additionally, we wish to emphasize that we will be available on an on-going basis to assist with Village financial issues and questions regarding accounting policies and procedures.

Many clients tell us that we help make the audit process manageable. We believe you will find us easy to work with, pleasant to be around, and impressive in our diligence and dedication to your project. We are dependable people who do what we promise, and take pride in a job well done. We will handle every facet of our relationship with you with the utmost responsiveness. We are here to serve you, and make sure that all of your needs and expectations are being met.

Identification of Anticipated Audit Problems:

If we find ourselves in a situation where we expect to encounter significant additional time outside of the anticipated scope of the audit, we will discuss the situation with you before any additional work is performed. This will insure that you will (1) have the opportunity to address the situation before incurring additional costs or (2) approve the additional costs before work begins.

On those occasions where additional work is required, we use a "change order" form to document the scope of the additional work and the anticipated additional fees. This form is approved by both parties before the additional work begins.



Proposal Summary and Time Table

Based on your Request for Proposal, we understand that you are requesting a three-year proposal for the following services:

- Annual audit of Village of Forsyth, Illinois in accordance with generally accepted auditing standards and *Government Auditing Standards* issued by the Comptroller General of the United States.
- Assistance with the preparation of the annual financial report, including the basic financial statements, notes, combining and individual statements, budgetary and other supporting schedules, as necessary, and provide five (5) bound copies of the final report to the Village.
- Preparation of a management letter, as required, providing recommendations on opportunities for strengthening internal control and operating efficiencies.
- Preparation of a communication to those charged with governance near the end of the audit to assure open lines of communication.
- Assistance with the preparation and online filing of the Village's Annual Financial Report with the Illinois Comptrollers Office.
- Assistance in maintaining the depreciation schedule and recommending asset lives and depreciation methods.

Additionally, reports will be provided electronically to the organization, as needed.



Proposal Summary and Time Table, continued

Our expected timeline is as follows:

Phase	Planned Dates	Expected Hours
Audit planning	Complete by February 16, 2024	18
Audit fieldwork	Start by March 11, 2024; complete by March 15, 2024	88
Concluding the audit	Complete by April 12, 2024	44
Complete draft of audit and management letter	April 19, 2024	26
Issue final report	April 26, 2024	6
Total		<u>182</u>

We are aware that the Village, like other local governmental units, is looking to cut costs, but is not willing to cut corners. If the scope of the audit changes due to unforeseen circumstances, we will discuss it with you before incurring additional hours and come to a new fee estimate if necessary.

As indicated above, our fees are based on 182 hours to perform the audit. If less time is needed, you will be billed a lesser amount. Our maximum fees, inclusive of all out-of-pocket costs, are as follows:

December 31, 2023	\$ 29,000
December 31, 2024	\$ 29,800
December 31, 2025	<u>\$ 30,700</u>
Total engagement period	<u>\$ 89,500</u>

Regular hourly rates if additional work is required during the audit and for management consulting services.

Partner	\$ 275
Senior Accountant	\$ 170
Staff Accountant	\$ 125



ATTACHMENT A

VILLAGE OF FORSYTH AUDITING SERVICE FEE STRUCTURE AND CHECKLIST

Check off and enclose four copies of the following items.

Resume and State license. X
Detailed municipal government auditing experience. X
Documentation that staff is prepared to conduct a municipal government audit. X
Additional experiences listed. X
Description of firm's quality control procedures (including Peer Review letters). X

Fiscal year	2023	2024	2025
Audits	\$ 29,000	\$ 29,800	\$ 30,700
Annual Financial Report (AFR) Preparation and filing with Comptroller	included	included	included
Management letter	included	included	included
Financial Statement preparation	included	included	included
Illinois compliance letter	included	included	included
TIF compliance letter	included	included	included
Total	\$ 29,000	\$ 29,800	\$ 30,700
*Single Audit	\$ 6,000	\$ 6,000	\$ 6,000
*Hourly Rate for Management Advisory Services	\$ 225 average	\$ 225 average	\$ 225 average
*Hourly Rate for Additional Audit Services	\$ 160	\$ 162	\$ 165

*Additional option fees if required or requested.

The above audit fees represents the annual maximum "not to exceed" fee for a series of fiscal year December 31, 2023, for a one-year engagement with the option of auditing its financial statements for each of the two subsequent fiscal years December 31, 2024 and 2025 for a total of three years. These fees should include all expenses. The Auditor and the Village agree that an equitable adjustment in the contract price may be negotiated if the cost or the time required for performance of the audit services is increased pursuant to a change in scope required by the Village.

Cathy J. Mansur
Signature of Authorized Representative
Partner

Title

MCK CPAs & Advisors 1353 E. Mound Rd, Ste 300, Decatur, Illinois 62526 (217) 875-2655

Firm Name

Firm Address

Firm Phone Number

Catherine J. Mansur, CPA

Name of Authorized Representative

June 23, 2023

Date



Report on the Firm's System of Quality Control

February 27, 2019

To the Owners of
May Cocagne & King, P.C.
And the Peer Review Committee of the Peer Review Alliance

We have reviewed the system of quality control for the accounting and auditing practice of May Cocagne & King, P.C. (the firm) in effect for the year ended August 31, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and an audit of an employment benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of May Cocagne & King, P.C. in effect for the year ended August 31, 2018 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. May Cocagne & King, P.C. has received a peer review rating of *pass*.

DeMarco Sciacotta Wilkens & Dunleavy LLP

DeMarco, Sciacotta, Wilkens & Dunleavy



**Audit Propsal
Village of Forsyth
June 23, 2023**



Audit Proposal for Village of Forsyth

June 23, 2023

Prepared by:

Luke Sparks, CPA, Partner

Kemper CPA Group

Phone: 217-234-8801

Address: 80 Broadway Ave, Suite 102 Mattoon, IL 61938

Prepared for:

Jill Applebee Village Administrator

Village of Forsyth

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Letter of Introduction

Village of Forsyth
Attn: Jill Applebee

Re: Request for Proposal for Financial Statement Audit

Thank you for the invitation to offer a proposal to provide professional audit services for the Village of Forsyth for three years beginning with the year ending December 31, 2023. At Kemper CPA Group LLP we place high importance on the associations we have built within the governmental sector and appreciate the opportunity to develop a long-lasting relationship with your organization.

Kemper CPA Group LLP is built upon a tradition of integrity, industry leadership, and excellence. We strive to take our client relationships beyond a compliance commodity. During the engagement, we get the experience of becoming part of your team, which adds value and affords us the opportunity to exceed your expectations.

Our audit and tax expertise spans over 60 years, and we understand the Village of Forsyth's request to partner with a firm committed to quality work with extensive experience. Our quality approach begins by providing a team of dedicated individuals to each engagement, and we consider the uniqueness of each audit. We will respond promptly and efficiently to your audit and accounting needs.

The accompanying proposal to provide professional audit services to the Village of Forsyth includes additional information on our firm's history and philosophy. This proposal is a firm and irrevocable offer for 190 days.

We look forward to hearing from you and appreciate your consideration to serve the Village of Forsyth.

Sincerely,

Kemper CPA Group, LLP

Kemper CPA Group, LLP



The Kemper Story

Kemper CPA Group LLP was founded by Morris E. Kemper in 1958 out of a desire to serve his friends and neighbors in Mt. Carmel, Illinois, the place he called home. The relationships he built with his neighbors-turned-clients and the trust that grew as a result laid a solid foundation that enabled him to grow his public accounting practice in Mt. Carmel and eventually to expand into nearby communities.

Today the firm that Morris envisioned has transformed into one of the 100 largest public accounting practices in the nation, yet relationships remain central to Kemper CPA Group's client service philosophy. Our partners and staff are invested in the communities where they live and work, and building lasting relationships with clients is the goal of every engagement.

In addition to expanding geographically, Kemper CPA Group has developed and expanded skills, services, and resources to meet the ever-changing challenges and needs of our clients. With more than 350 highly-skilled partners and staff in 28 offices throughout Indiana, Illinois, Kentucky, and California, Kemper CPA Group offers accounting, auditing, and consulting services, as well as specialized services such as medical practice management, technology consulting, payroll services, and wealth management.

Success is defined in many ways. For Kemper CPA Group LLP, we understand that we can only be as successful as our collective clientele which is why we devote our sincere client focus and passionate attention to each client's success.

Our Mission

The partners and staff of Kemper CPA Group LLP are dedicated to providing high quality professional services to our clients. We will maintain the highest moral, ethical and professional standards as we strive to create challenging and rewarding careers for our partners and staff. We realize that we can only be as successful as our collective clientele; therefore, we dedicate all of our resources to the long-term success and general well-being of our clients.



Services

Providing Diverse Solutions

Fine business suits are easy to come by, but you wouldn't buy a one-size-fits-all suit, and you shouldn't settle for accounting services that don't meet your needs. At Kemper CPA Group LLP, we start with the wide range of professional accounting services you would expect of a Top 100 accounting firm and tailor them to provide you with a solution that fits.

All of our services come with our commitment to building lasting client relationships and our desire to help you achieve more. Our client base is diverse, and your changing needs keep us searching for innovative ways to help you discover – and make the most of – opportunities for growth and long-term success.

Business solutions that align with your organization's needs.



Accounting, Audit & Tax

- Accounting and Auditing
- Bookkeeping
- Business Consulting
- Tax Services
- Outsourced Accounting



Payroll

- Payroll & Tax
- Time & Attendance
- Workforce Management



Technology

- Network
- Software
- Web



Advisory Services

- Business Valuation & Forensic Accounting
- Talent Acquisition
- Wealth Management
- Healthcare Consulting & Management
- Virtual CFO/Controller Services
- Retirement Plan Services

Audit Approach

Kemper CPA Group uses PPC Audit and Accounting Guides as the firm's quality control documents and Industry Audit Guides. The PPC Audit and Accounting Guides are used by more practitioners than any other audit guidance available in the market today.

We will begin with the PPC's Guide to governmental and e-SMART Practice Aids general audit programs and then make adjustments to the programs so that they are specifically tailored to your organization. These adjustments will be considered in connection with the planning phase of the audit. We consider the planning phase to be the key phase in your audit. During this time we will gain a thorough understanding of your organization and the various systems that you have in place. This process will serve two functions. First, it will be the basis for understanding your organization not only for the current year but for any future periods. Secondly, it will allow us to tailor our audit procedures to focus more time and procedures on the higher audit risk areas and minimize the time that is spent on insignificant/low-risk audit areas. This process will produce a more efficient overall audit and consist of a minimum of thirty professional hours.

In our initial request, we include general documentation and information on the Village of Forsyth which will assist us in establishing our permanent files (historical, legal, and contractual information) and gaining an understanding of the organization. After we have reviewed this information, we will meet with you to accomplish two goals. First, we will complete the planning documentation checklists and secondly, we will perform walk-throughs for all of your transaction cycles in order to gain an understanding of internal controls. These two tasks will provide us with a very good understanding of your organization, the audit risks that we will need to address, and the identification of disclosure issues.

After analyzing this information, we will assess the amount of work that can be completed in our preliminary work for each audit year, and then provide you with the second client assistance request. Our preliminary audit work will also include preliminary analytical procedures.

After the completion of the preliminary audit procedures, we will provide you with the final client assistance request. This request would address all of the anticipated information needed in order to complete the audit fieldwork procedures, including substantive analytical procedures. This will also include samples we have selected for the purpose of testing internal controls over various transaction cycles. We use the PPC Audit and Accounting Guides to determine the sample sizes need to comply with auditing standards generally accepted in the United States of America. During the fieldwork, i.e., when our staff is at your office, we will funnel all of our questions through the individual(s) that you have identified as our contact(s). We will attempt to consolidate our questions together so as to minimize your interruptions to your daily routine while at the same time maintaining efficiency in completing the required audit procedures.

Kemper CPA Group LLP strictly adheres to maintaining proper engagement independence as prescribed by the AICPA Code of Professional Conduct and in accordance with auditing standards generally accepted in the United States of America. Engagement independence compliance is thoroughly evaluated at the beginning of each audit and appropriate action is taken on any known threats to reduce them to an acceptable level, or when appropriate to withdraw from the engagement. We have no known conflicts of interest and are independent with respect to the Village of Forsyth.

Your Engagement Team



Luke Sparks, CPA, Partner

Luke Sparks, CPA is a Partner in the Mattoon, Illinois office. He has 15 years of experience in public accounting, focusing on providing audit services to governmental and not-for-profit organizations.

Luke joined Kemper CPA Group in 2008 in the Champaign Illinois office. He transferred to the Mattoon, Illinois office in December 2021. Luke graduated from Illinois at Urbana, Champaign with a Bachelor's in Accounting in 2002. Luke became a Certified Public Accounting in January 2008. He is also a member of the AICPA, Illinois CPA Society, and Indiana CPA Society.

Nicholas Helton, CPA

Nicholas Helton, CPA is a Manager in the Mattoon, Illinois office. He has 6 years of experience in public accounting with a focus on audit and tax services. Nicholas has served as a managing member of the audit engagement team for construction, not-for-profit, and governmental audits.

Nicholas joined Kemper CPA Group in 2017 as a senior accountant and has led the audit engagement team for numerous governmental audit clients. He graduated from Colorado State University with a Bachelor of Science in Accounting in May of 2017. Nicholas became a Certified Public Accountant in January 2020. In addition to his work at Kemper, he is a member of the Mattoon Chamber of Commerce and Mattoon Emerging Leaders. He is also a member of the AICPA and Illinois CPA Society.

Ashley Gabel, CPA

Ashely Gabel, CPA is a Staff Accountant in the Mattoon office. She has 3 years of Public Accounting experience, focusing on providing audit services to governmental entities and not-for-profit organizations.

Ashley joined Kemper CPA Group in 2021 and has worked on the engagement for numerous governmental audit clients. Ashley graduated from Eastern Illinois University in 2020 with a Bachelor's in Accounting. She became a Certified Public Accountant in May 2021. Ashley is a member of the AICPA.



Dylan Dohn, CPA

Dylan Dohn, CPA is a Manager. He has 10 years of public accounting experience with a focus in not-for-profit-governmental auditing. Dylan began his public accounting career in 2013 and joined Kemper in 2019 as a manager. He has led the auditing engagement teams for primarily governmental clients, however, he also services not-for-profit and construction audit clients.

Dylan serves as a member of the firm's Employee Advocacy Group. He graduated from Eastern Illinois University with a Master of Business Administration focus in Accounting in 2013. Dylan is a member of the AICPA and Illinois CPA Society.

*Junior staff will be assigned as appropriate and as scheduling is determined.

Industry Experience

With the selection of Kemper CPA Group LLP, your organization benefits from our commitment to deliver quality in all we do. It begins with an audit, tax, and consulting team with well over 45 years of combined experience with not-for-profit, governmental, and for-profit clients.

Our staff has extensive experience within the governmental sector. With clients ranging from those with annual revenues as low as \$25,000 to over \$100 million. A review of our client list shows local school districts, colleges, townships, non-profit health and welfare services, boys and girls clubs, country clubs, local foundations, various Economic Development organizations, and college fraternities and sororities among the organizations we serve.

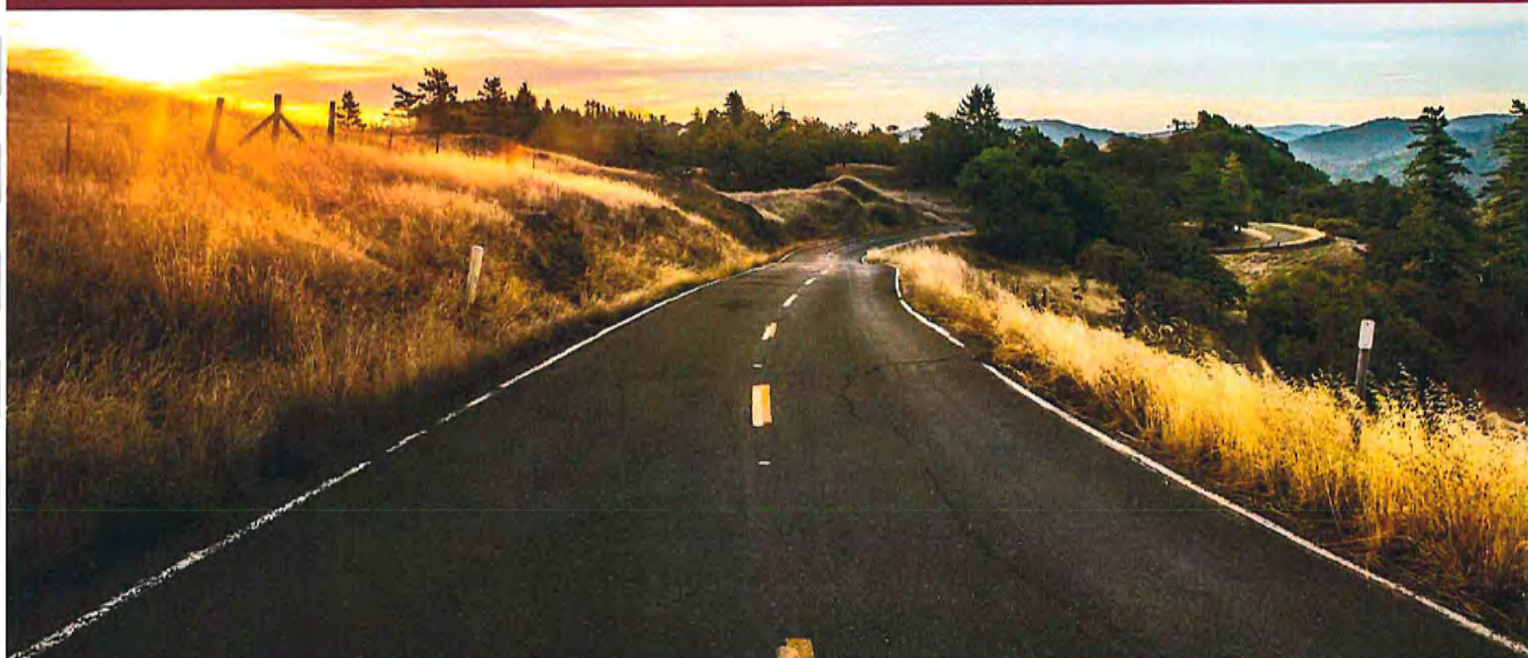
The Kemper staff is committed to timeliness, accuracy, and availability throughout the audit engagement. Our availability allows dialogue with management throughout the audit process encouraging cooperation and eliminating surprises. We view our involvement with your engagement as an important business partnership with a valuable organization in our community.

Client References:

- See attachment

Additional references are available upon request.

"The roadmap to our success begins and ends with the success of our clients. In addition to performing our required professional duties, Kemper CPA Group LLP staff is motivated to maintain "client-centricity" which is a close and constructive relationship with our clients."



Explanation of Services

We will audit the financial statements for the year ended December 31, 2023, of the Village of Forsyth. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation.

Deliverables:

- Presentation of the financial statements.
- Preparation of the annual financial report.
- Presentation of the financial statements and the notes.
- Preparation of the following additional statements and schedules
 - Combining and individual fund financial statements
 - Budgetary comparison schedules
 - General capital asset schedules
 - Preparation of supporting schedules and trial balances for the financial statements.
- Presentation of the results of the audit and the management letter on the Board of Directors.

Audit Timeline

Planning - February

Fieldwork - March

Reporting - April

Delivery - May

Your Investment

Audit of financial statements performed and issue a report thereon in accordance with generally accepted auditing standards in the United States of America.

DESCRIPTION	FEE
Audit FY2023	\$37,000
Audit FY2024	\$40,000
Audit FY2025	\$43,000

The fees quoted include anticipated other out-of-pocket expenses related to the services to be performed such as travel, copying, shipping, etc. Our fees for all services will be billed not less than monthly as work is performed and are due upon presentation. Unpaid fees accrue finance charges at the lower of 0.83% per month (10% per annum) or the highest rate allowed by law after 10 days. We will cease all work on your account if our fees are unpaid for 30 days until such time as the fees are paid. Should collection action be required to collect our fees, you agree to pay any and all costs including, but not necessarily limited to, attorney's fees and our time to collect. Our internal time and billing system shall be the sole determination of actual time and expenses incurred on your behalf.

Requested services which fall outside the scope of the services outlined above will be billed at our standard hourly rates. However, we will provide you with an estimate of our fees for additional services prior to the work being performed. The range of hourly rates is as follows:

Partners	\$220 to \$300
Managers	\$160 to \$220
Seniors	\$130 to \$160
Staff Accountants	\$100 to \$130



Report on the Firm's System of Quality Control

October 31, 2022

To the Partners of Kemper CPA Group LLP
and the Peer Review Committee of the Indiana CPA Society

We have reviewed the system of quality control for the accounting and auditing practice of Kemper CPA Group LLP (the firm) in effect for the year ended April 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <http://www.aicpa.org/prsummary>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

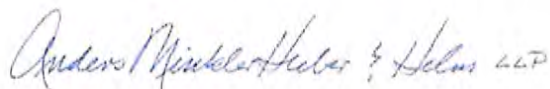
Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Audit Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Kemper CPA Group LLP in effect for the year ended April 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Kemper CPA Group LLP has received a peer review rating of *pass*.



ANDERS MINKLER HUBER & HELM LLP
Certified Public Accountants

Attachment A

Check off and enclose two copies of the following items:

- Resume and State license. ✓
- Detailed municipal government auditing experience. ✓
- Documentation that staff is prepared to conduct a municipal government audit. ✓
- Additional experiences listed. ✓
- Description of firm's quality control procedures (including Peer Review letters). ✓

Audit, Annual Financial Report, Preparation and filing, Management Letter, Financial Statement preparation, Illinois Compliance Letter and TIF compliance Letter,

Audit Fees

FY 2023 \$ 37,000 FY 2024 \$ 40,000
FY 2025 \$ 43,000

* (If Necessary) Single Audit Fees are the additional fees the firm would charge if a Single Audit were deemed necessary. This assumes total Federal Grant Expenditures total at least \$500,000.

FY 2023 \$ hourly rates FY 2024 \$ _____
FY 2025 \$ _____

* = Additional optional Fees if required or requested

* Hourly Rate for Management Advisory Services: \$ See page 9

* Hourly Rate for Additional Audit Services: \$ See page 9

* Assist with Maintenance of Depreciation, Schedule, and Capital Assets: \$ hourly rates

The above Audit Fees represents the annual maximum "not to exceed" fee for a series of fiscal year December 31, 2023, for a one-year engagement with the option of auditing its financial statements for each of the two subsequent fiscal years December 31, 2024, and 2025 for a total of three years. These fees should include all expenses. The Auditor and the Village agree that an equitable adjustment in the contract price may be negotiated if the cost or the time required for performance of the audit services is increased pursuant to a change in scope required by the Village.

[Signature]
Signature of Authorized Representative

Luke Sparks
Name of Authorized Representative

Partner
Title:

6-16-23
Date:

Kemper CPA Group
Firm Name:

See cover page
Firm Address:

217-234-8801
Firm Phone Number:

BUSINESS REFERENCES

Listed below are just a few of the organizations for which we perform audits in accordance with *Government Auditing Standards* and the Uniformed Guidance. Contact information has been provided for your convenience:

GOVERNMENTAL ENTITIES

City of Paducah
300 S 5th Street
Paducah, Kentucky 42002
Most Recent Audit: 2022

City of Robinson
300 S Lincoln Street
Robinson, Illinois 62454
Most Recent Audit: 2022

City of Saint Elmo
411 N Main Street
St. Elmo, Illinois 62458
Most Recent Audit: 2022

City of Lawrenceville
700 State Street
Lawrenceville, IL 62439
Most Recent Audit: 2022

Calvert City
816 E 5th Avenue
Calvert City, Kentucky 42029
Most Recent Audit: 2022

Village of Greenup, Illinois
115 E. Cumberland
Greenup, Illinois 62428
Most Recent Audit: 2022

Cumberland County, Illinois
1 Courthouse Square
Toledo, Illinois 62468
Most Recent Audit: 2022

City of Fairfield
109 NE 2nd Street
Fairfield, Illinois 62837
Most Recent Audit: 2022

City of Newton
108 N. Van Buren
Newton, Illinois 62448
Most Recent Audit: 2022

City of Bridgeport
235 Washington Street
Bridgeport, Illinois 62417
Most Recent Audit: 2022

City of Olney
300 S Whittle Ave
Olney, IL 62450
Most Recent Audit: 2022

City of Albion
27 W Elm Street
Albion, Illinois 62806
Most Recent Audit: 2022

City of Litchfield
120 E. Ryder Street
Litchfield, IL 62056
Most Recent Audit: 2022

BUSINESS REFERENCES

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Albion, Illinois 62806
Most Recent Audit: 2022

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120 E. Ryder Street
Litchfield, IL 62056
Most Recent Audit: 2022

RESUMES

Luke Sparks, CPA

Engagement Title: Partner

Experience: 15 years public accounting experience with a focus providing audit services to governmental entities and not-for-profit organizations.

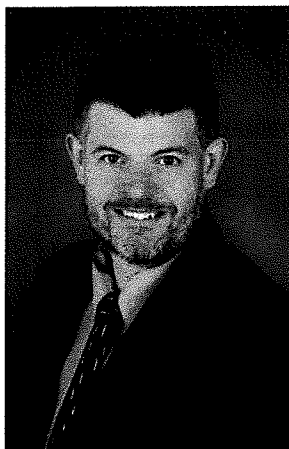
Luke joined Kemper in 2008 in Kemper's Champaign, Illinois office. He transferred to the Mattoon, Illinois office in December 2021.

Professional/Civic Activities

*American Institute of Certified Public Accountants
Illinois and Indiana CPA Societies*

Education and Certification

*Bachelors in Accounting, University of Illinois at Urbana/ Champaign, 2002
Certified Public Accountant in the State of Illinois, January 2008
Illinois Licensed Public Accountant: License #065-041646*



RESUMES (CONCLUDED)

Nicholas Helton, CPA

Engagement Title: Manager

Experience: 6 years public accounting experience with a focus audit and tax services.

Nicholas has served as a managing member of the audit engagement team for construction, not-for-profit, and governmental audits.

Nicholas joined Kemper in 2017 as a senior and has led the audit engagement teams for numerous governmental audit clients.

Professional/Civic Activities

American Institute of Certified Public Accountants

Illinois CPA Society

Mattoon Chamber of Commerce

Mattoon Emerging Leaders

Education and Certification

Bachelor of Science, Southern Illinois University, December 2012

Bachelor of Science in Accounting, Colorado State University, May 2017

Certified Public Accountant in the State of Illinois, January 2020

Illinois Licensed Public Accountant: License #065-054772



RESUMES (CONTINUED)

Dylan Dhom, CPA

Engagement Title: Manager/In-Charge Accountant

Experience: 10 years public accounting experience with a focus in not-for-profit and governmental auditing.

Dylan began his public accounting career in 2013 and joined Kemper in 2019 as a manager. He has led the audit engagement teams for primarily governmental clients, however, he also services not-for-profit and construction audit clients. Dylan also serves as a member of the firm's Employee Advocacy Group.

Professional/Civic Activities

American Institute of Certified Public Accountants
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Education and Certification

Master of Business Administration focus in Accountancy, Eastern Illinois University, 2013
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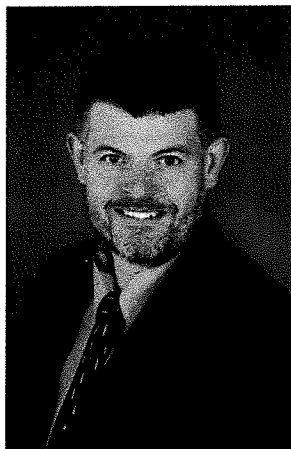
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Report on the Firm's System of Quality Control

October 31, 2022

To the Partners of Kemper CPA Group LLP
and the Peer Review Committee of the Indiana CPA Society

We have reviewed the system of quality control for the accounting and auditing practice of Kemper CPA Group LLP (the firm) in effect for the year ended April 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <http://www.aicpa.org/prsummary>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Audit Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

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A handwritten signature in blue ink that reads "Anders Minkler Huber & Helm LLP". The signature is written in a cursive, flowing style.

ANDERS MINKLER HUBER & HELM LLP
Certified Public Accountants



Report on the Firm's System of Quality Control

October 31, 2022

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ANDERS MINKLER HUBER & HELM LLP
Certified Public Accountants

CLOSED SESSION