



VILLAGE OF MT. ZION
Mayor and Village Board of Trustees
Agenda
Tuesday, February 18, 2025
5:15 p.m.
1400 Mt. Zion Parkway
Mt. Zion, IL 62549

Call to Order

Roll Call

Pledge of Allegiance

Public Forum – This is a meeting of the Mayor and the Village Board and is open to the public. At this time, the public will have the opportunity to express their views to the Board members. Comments will be limited to three (3) minutes.

Consent Agenda:

- a) Agenda
- b) Minutes – January 21, 2024
- c) Fund Warrants – February 18, 2025
- d) Treasurer’s Report – January 2025

Old Business: None

New Business:

- 1) Consideration and action on Decatur Transit IGA Ordinance No. 2025-4 An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement between the City of Decatur and the Village of Mt. Zion
- 2) Discussion Only - An Ordinance Amending Chapter 119: Zoning Code of the Village of Mt. Zion, Illinois Code of Ordinances – Renewable Energy System
- 3) Consideration and action on Ordinance No. 2025-5 An Ordinance Amending Chapter 103: Building Code of the Village of Mt. Zion, Illinois Code of Ordinances
- 4) Consideration and action on Ordinance No. 2025-6 An Ordinance Implementing a Municipal Grocery Retailers’ Occupation Tax and a Municipal Grocery Service Occupation Tax for the Village of Mt. Zion, Illinois
- 5) Consideration and action on Resolution No. 2025-2 A Resolution Approving and Authorizing the Execution of a Joint Funding Agreement with the Illinois Department of Transportation – Harry Land Trail Project
- 6) Consideration and action on Resolution 2025-3 A Resolution for Maintenance Under the Illinois Highway Code – Motor Fuel Tax
- 7) Consideration and action on Resolution 2025-4 A Resolution Approving the Destruction of Audio or Video Recordings of Closed Session Meetings as Authorized by the Illinois Open Meetings Act
- 8) Consideration and action on Resolution 2025-5 A Resolution Approving the Release of Closed Session Minutes as Authorized by the Illinois Open Meetings Act
- 9) Administrator & Staff Items
- 10) Mayor & Trustee Items
- 11) Executive Session
 - Section 2(c)(1) – The appointment, employment, compensation, discipline, performance, or dismissal of specific employee of the public body or legal counsel for the public body
 - Section 2(c)(2) – Collective Bargaining
 - Section 2(c)(5) – The purchase or lease of real property for the use of the public body
 - Section 2(c)(6) – The setting of a price for sale or lease of property owned by the public body
- 12) Adjournment

1400 Mt. Zion Parkway
Mt. Zion, Illinois 62549
217-864-5424
217-864-5935 Fax
www.mtzion.com

VILLAGE BOARD OF TRUSTEES
MEETING MINUTES
January 21, 2024
5:15 p.m.

Mayor Williams called the Meeting of the Mt. Zion Village Board of Trustees to order at 5:15 p.m. in the Village Hall Board Room. The following Board Members were present for roll call: Randy Doty, Chris Siudyla, Nate Patrick, Donna Scales, Wendy Kernan, and Phil Tibbs. Also present were Village Administrator, Julie Miller, Director of Public Works, Chad Reynolds, Chief of Police, Adam Skundberg, Village Attorney Ed Flynn, Village Attorney Ross Munsterman, Parks and Recreation Director, Tiffany Wilson, Event Coordinator, Tiffany Streibich, Village Treasurer, Corey McKenzie, and Village Clerk, Dawn Reynolds.

Pledge of Allegiance

Public Forum: One (1) person was present.

Kathy Hadden asked the amount of the Waste Management increase.

Consent Agenda: A motion was made by Trustee Siudyla to approve the Consent Agenda as amended, seconded by Trustee Doty. A breakdown of Fund Warrants for the period ending January 21, 2025 is as follows: General Fund - \$106,258.06, Motor Fuel Tax - \$1,486.73, BDD - \$32,395.93, Rt. 121 TIF District II - \$14,822.82, Water Revenue Fund - \$97,530.03, and Sewer Revenue Fund - \$39,788.10. A roll call vote was taken: Doty-yea, Siudyla-yea, Patrick-yea, Scales-yea, Kernan-yea, and Tibbs-yea. Motion carried 6-yea, 0-nay, 0-absent.

Consideration and action on the Mt. Zion Board of Police Commissioners 2024 Annual Report: Chief Skundberg presented for consideration the Mt. Zion Board of Police Commissioners annual report. As required by State Statute, the report must be filed with the Village Board.

A motion was made by Trustee Doty to accept the Mt. Zion Board of Police Commissioners Annual Report for 2024 as presented, seconded by Trustee Patrick. A roll call vote was taken: Doty-yea, Siudyla-yea, Patrick-yea, Scales-yea, Kernan-yea, and Tibbs-yea. Motion carried 6-yea, 0-nay, 0-absent.

Consideration and action on Ordinance No. 2025-1 An Ordinance Declaring Surplus Revenue in the Mt. Zion Route 121 TIF District II Special Tax Allocation Fund and Authorizing Payment of that Surplus Revenue to the Macon County Treasurer for Distribution to Affected Taxing Districts on a Pro Rata Basis for Tax Year 2023 Payable in 2024: Treasurer McKenzie presented for consideration Ordinance No. 2025-1 declaring surplus revenue as required by the IGA adopted with the Mt. Zion Route 121 TIF District II. Under the IGA, 75% of the tax revenue generated from "Pre-existing Single-Family Residential Properties" and 10% of the tax revenue generated from all other properties in the TIF District is to be declared surplus and returned to Macon County to redistribute to the taxing bodies. The surplus amount this year was \$123,919.97. The Route 121 TIF District II received \$327,462.69 from the 2023 tax year. The current fund is \$480,084.35.

A motion was made by Trustee Scales to approve Ordinance No. 2025-1 An Ordinance Declaring Surplus Revenue in the Mt. Zion Route 121 TIF District II Special Tax Allocation Fund and Authorizing Payment of that Surplus Revenue to the Macon County Treasurer for Distribution to Affected Taxing Districts on a Pro-Rata Basis for Tax Year 2023 Payable in 2024 as presented, seconded by Trustee Kernan. A roll call vote was taken: Doty-yea, Siudyla-yea, Patrick-abstain, Scales-yea, Kernan-yea, and Tibbs-yea. Motion carried 5-yea, 0-nay, 0-absent, 1-abstain.

Consideration and action on Ordinance No. 2025-2 An Ordinance Amending the Budget for Fiscal year 2024: Treasurer McKenzie presented an ordinance amending the budget for Fiscal Year 2024. The amendment is due to unexpected expenses related to IEPA compliance reporting, resulting in additional engineering expenses of over \$20,000.00.

A motion was made by Trustee Siudyla to approve Ordinance No. 2025-2 Amending the Budget for Fiscal Year 2024 as presented, seconded by Trustee Tibbs. A roll call vote was taken: Doty-yea, Siudyla-yea, Patrick-yea, Scales-yea, Kernan-yea, and Tibbs-yea. Motion carried 6-yea, 0-nay, 0-absent.

Consideration and action on Budget Adjustments for Fiscal Year 2024: Treasurer McKenzie presented the budget adjustments for Fiscal Year 2024, which is an annual requirement prior to the audit.

A motion was made by Trustee Patrick to approve the budget adjustments for Fiscal Year 2024 as presented, seconded by Trustee Siudyla. A roll call vote was taken: Doty-yea, Siudyla-yea, Patrick-yea, Scales-yea, Kernan-yea, and Tibbs-yea. Motion carried 6-yea, 0-nay, 0-absent.

Consideration and action on Resolution 2025-1 A Resolution Authorizing Execution of a Service Agreement with the Lowest Responsible Bidder for the Supply of Electricity for Residential and Small Commercial Retail Customers Who Do Not Opt Out of Such a Program (Municipal Electrical Aggregation): Treasurer McKenzie presented for consideration a resolution authorizing the Mayor or Village Administrator to sign and execute the contract with the lowest responsible bidder to aggregate the residential and small commercial retail electric loads located within the Village. The Village has passed this same resolution with Stone River Group in past years.

A motion was made by Trustee Doty to approve Resolution No. 2025-1 Authorizing Execution of a Service Agreement with the Lowest Responsible Bidder for the Supply of Electricity for Residential and Small Commercial Retail Customers as presented, seconded by Trustee Kernan. A roll call vote was taken: Doty-yea, Siudyla-yea, Patrick-yea, Scales-yea, Kernan-yea, and Tibbs-yea. Motion carried 6-yea, 0-nay, 0-absent.

Consideration and action on Ordinance No. 2025-3 An Ordinance to Amend Chapter 32, Sec 32-97 of the Mt. Zion Code of Ordinances: Administrator Miller presented for consideration an ordinance amending the chapter and section pertaining to snow emergencies. The purpose of the amendment is to clearly define the penalty for not removing a car from the street when a snow emergency is declared and to establish the fine at \$100.00 rather than a normal parking ticket of \$25.00.

Discussion was held regarding the amount of the increase, parking tickets written in the past and efforts made by the Village knocking on doors.

A motion was made by Trustee Tibbs to approve Ordinance No. 2025-3 An Ordinance to Amend Chapter 32, Sec 32-97 of the Mt. Zion Code of Ordinances as presented, seconded by Trustee Scales. A roll call vote was taken: Doty-yea, Siudyla-yea, Patrick-yes, Scales-yea, Kernan-yea, and Tibbs-yea. Motion carried 6-yea, 0-nay, 0-absent

Administrator & Staff Items:

Treasurer McKenzie gave Trustees a copy of the 2025 budget. He also reported that copies of the CIP will be available at the February meeting and the auditors will be here next week.

Coordinator Streibich announced the February 15th Casino Night event.

Director Reynolds reported that the Public Works Department handled the snow with no accidents.

Administrator Miller reported that many phone calls have been received in regards to the Waste Management increase and information about a replacement program for Sparkle and Shine will be coming soon. She also informed the Board that another TTHM notice will be going out in this month's water bill and the City of Decatur is working on a project to help eliminate the high levels. Also, an IGA for the transit system project will be coming to the Board next month.

Mayor & Trustee Items:

Trustee Siudyla thanked Public Works for the snow removal and the Police Department for traffic control during a recent funeral.

Executive Session – Section 2(c)(2) – Collective Bargaining: A motion was made by Trustee Patrick to enter Executive Session at 5:43 p.m., seconded by Trustee Scales. A voice vote was unanimous, motion carried.

A motion was made by Trustee Patrick to exit Executive Session at 5:57 p.m., seconded by Trustee Tibbs. A voice vote was unanimous, motion carried.

Adjournment: A motion was made by Trustee Patrick to adjourn the January 21, 2025 Village Board meeting, seconded by Trustee Scales. A voice vote was unanimous; motion carried. The meeting was adjourned at 5:57 p.m.

Respectfully submitted,

Dawn Reynolds
Village Clerk

Finance Memorandum

TO: Honorable Mayor and Village Trustees

FR: Corey McKenzie, Village Treasurer

RE: Fund Warrants

DT: February 18, 2025

Attached is a list of Fund Warrants for the period ending February 18, 2025. The total of all Fund Warrants for the period is \$321,542.98. It is recommended that the Fund Warrants be approved for payment.

Proposed Motion:

Approval of the Fund Warrants for the period ending February 18, 2025.

Vendor Name	Vendor & GL Account	Description	Invoice Number	Invoice Amount
BLUE CROSS-BLUE SHIELD	01.11.451 HEALTH/LIFE/DENTAL	HEALTH INSURANCE PREMIUMS	02/18/2025	1,878.84
CUNNINGHAM, CAROL DDS	01.11.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	10/30/24	10.00
DEARBORN LIFE INSURANCE CO.	01.11.451 HEALTH/LIFE/DENTAL	LIFE INSURANCE PREMIUMS	02/18/2025	102.80
MILLER, JULIE	01.11.451 HEALTH/LIFE/DENTAL	2025 HRA REIMBURSEMENT	02/18/2025	144.51
MILLER, JULIE	01.11.451 HEALTH/LIFE/DENTAL	2024 HRA REIMBURSEMENT	02/18/2025	26.72
B & B GLASS, INC.	01.11.511 R & M BUILDING	DOOR REPAIR	25606	575.00
DUNKER ELECTRIC SUPPLY	01.11.511 R & M BUILDING	PARKING LOT LIGHT REPAIRS	207528-00	1,475.00
NELSON'S TERMITE & PEST CONTRO	01.11.511 R & M BUILDING	MONTHLY PEST CONTROL	257018	40.85
STALEY CREDIT UNION	01.11.513 R & M VEHICLES	CENTER CONSOLE - VH CAR	CREYNOLDS	150.00
FEATHERSTUN, GAUMER, STOCKS, F	01.11.533 LEGAL	ORDINANCE VIOLATION- STONECIPHER	9249	282.00
FEATHERSTUN, GAUMER, STOCKS, F	01.11.533 LEGAL	ORDINANCE VIOLATION- 624 WOODLAND DR	9292	47.00
FEATHERSTUN, GAUMER, STOCKS, F	01.11.533 LEGAL	GENERAL LEGAL	9294	1,186.75
G.R.I.T.Y.S.	01.11.536 JANITORIAL SERVICES	JANITORIAL	933051	460.00
INTEGRITY TECHNOLOGY SOLUTION	01.11.549 CONTRACTUAL SERVICES	NEW COPIER INSTALL	231374	300.00
INTEGRITY TECHNOLOGY SOLUTION	01.11.549 CONTRACTUAL SERVICES	SECURITY AWARENESS TRAINING	231990	15.74
INTEGRITY TECHNOLOGY SOLUTION	01.11.549 CONTRACTUAL SERVICES	MONTHLY IT SUPPORT	232094	290.00
MCC NETWORK SERVICES, LLC	01.11.552 TELEPHONE/INTERNET	TELEPHONE/INTERNET SERVICES	184778	146.16
ARTHUR PUBLISHING	01.11.554 PRINTING AND PUBLICATIO	BUSINESS DIRECTORY	1050700	50.00
TOM DAY BUSINESS MACHINES	01.11.554 PRINTING AND PUBLICATIO	TOSHIBA COPIER MAINTENANCE	100724	18.63
ASCENSUS	01.11.561 FEES	QUARTERLY 457 ADMIN FEES	158654DF_202	190.00
C.O.P.S.	01.11.561 FEES	ON-SITE PAPER SHREDDING	156946	47.09
STALEY CREDIT UNION	01.11.561 FEES	457 ADMIN FEE	MCKENZIE 02/	422.08
STALEY CREDIT UNION	01.11.561 FEES	GOOGLE EMAIL FEE	VOFMTZ 02/18	288.00
MCKENZIE, COREY	01.11.562 TRAVEL	MILEAGE REIMBURSEMENT	2/18/2025	30.45
STALEY CREDIT UNION	01.11.565 DUES AND SUBSCRIPTION	HERALD AND REVIEW SUBSCRIPTION	VOFMTZ 02/18	30.99
V OF MTZ PETTY CASH FUND	01.11.565 DUES AND SUBSCRIPTION	SAM'S CLUB MEMBERSHIP	02/18/2025	155.00
AMEREN ILLINOIS	01.11.571 UTILITIES	UTILITIES	1002 02/18/202	122.79
AMEREN ILLINOIS	01.11.571 UTILITIES	UTILITIES	3026 02/18/202	346.99
AMEREN ILLINOIS	01.11.571 UTILITIES	UTILITIES	3027 02/18/202	210.85
CONSTELLATION ENERGY SVS., INC.	01.11.571 UTILITIES	UTILITIES	4224881	95.26
TOM DAY BUSINESS MACHINES	01.11.652 OTHER SUPPLIES	POWER FILTER - NEW COPIER	100734	199.00
STALEY CREDIT UNION	01.11.653 SMALL EQUIPMENT	MISC. SUPPLIES	MCKENZIE 02/	13.08
Total ADMINISTRATION:				9,351.58
BLUE CROSS-BLUE SHIELD	01.16.451 HEALTH/LIFE/DENTAL	HEALTH INSURANCE PREMIUMS	02/18/2025	1,252.56
CUNNINGHAM, CAROL DDS	01.16.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	10/30/24	10.00
DEARBORN LIFE INSURANCE CO.	01.16.451 HEALTH/LIFE/DENTAL	LIFE INSURANCE PREMIUMS	02/18/2025	11.06
MILLER, JULIE	01.16.451 HEALTH/LIFE/DENTAL	2025 HRA REIMBURSEMENT	02/18/2025	144.50
MILLER, JULIE	01.16.451 HEALTH/LIFE/DENTAL	2024 HRA REIMBURSEMENT	02/18/2025	26.72
Total PLAN/ZONING DEPARTMENT:				1,444.84

Vendor Name	Vendor & GL Account	Description	Invoice Number	Invoice Amount
BLUE CROSS-BLUE SHIELD	01.21.451 HEALTH/LIFE/DENTAL	HEALTH INSURANCE PREMIUMS	02/18/2025	23,103.82
BURMEISTER, CHAD M. DMD	01.21.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	2/3/2025	54.00
BURMEISTER, CHAD M. DMD	01.21.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	2/3/25	241.00
CLARK, KELLY DDS	01.21.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	1/20/2025	107.00
CLARK, KELLY DDS	01.21.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	10/7/2024	260.00
DEARBORN LIFE INSURANCE CO.	01.21.451 HEALTH/LIFE/DENTAL	LIFE INSURANCE PREMIUMS	02/18/2025	151.80
NELSON'S TERMITE & PEST CONTRO	01.21.511 R/M BUILDINGS	MONTHLY PEST CONTROL	257018	40.83
BILLINGSLEY 66 CAR WASH	01.21.513 R/M VEHICLES	OCTOBER CAR WASH - SQUAD CAR	1035	56.00
BILLINGSLEY 66 CAR WASH	01.21.513 R/M VEHICLES	NOVEMBER CAR WASH - SQUAD CAR	1038	14.00
BILLINGSLEY 66 CAR WASH	01.21.513 R/M VEHICLES	DECEMBER CAR WASH - SQUAD CAR	1040	42.00
BILLINGSLEY 66 CAR WASH	01.21.513 R/M VEHICLES	JANUARY CAR WASH - SQUAD CAR	1043	56.00
DUST AND SON OF MACON COUNTY	01.21.513 R/M VEHICLES	OIL FILTERS - SQUAD CAR	S17-969904	98.88
KENNEY'S ACE HARDWARE	01.21.513 R/M VEHICLES	SQUAD CAR KEY	184612	12.21
PALMER TIRE & AUTO	01.21.513 R/M VEHICLES	NEW TIRES - SQUAD CAR	98400	672.00
FEATHERSTUN, GAUMER, STOCKS, F	01.21.533 LEGAL	COLLECTIVE BARGAINING	9293	1,304.25
FEATHERSTUN, GAUMER, STOCKS, F	01.21.533 LEGAL	GENERAL LEGAL	9294	423.00
CLEAN SERVICES UNLIMITED, LLC	01.21.536 JANITORIAL SERVICES	JANITORIAL	4236 02/18/202	885.00
CLEAN SERVICES UNLIMITED, LLC	01.21.536 JANITORIAL SERVICES	JANITORIAL	4610	885.00
INTEGRITY TECHNOLOGY SOLUTION	01.21.549 CONTRACTUAL SERVICES	SECURITY AWARENESS TRAINING	231990	15.71
MCC NETWORK SERVICES, LLC	01.21.552 TELEPHONE/INTERNET	TELEPHONE/INTERNET SERVICES	184778	554.61
VERIZON WIRELESS	01.21.552 TELEPHONE/INTERNET	PD WIRELESS	6104723079	383.94
MACON COUNTY ETSB	01.21.561 FEES	ANNUAL EMERGENCY ALERT NOTIFICATION SYSTEM	2/7/2025	587.06
STALEY CREDIT UNION	01.21.561 FEES	PRIME SUBSCRIPTION	SKUNDBERG	14.99
LEGAL & LIABILITY RISK MANAGEME	01.21.563 TRAINING	TRAINING	248493	550.00
CIALEE	01.21.565 DUES AND SUBSCRIPTION	MEMBERSHIP DUES	ASKUNDBERG	30.00
CIALEE	01.21.565 DUES AND SUBSCRIPTION	MEMBERSHIP DUES	MFOSTER 02/	30.00
AMEREN ILLINOIS	01.21.571 UTILITIES	UTILITIES	3691 02/18/202	53.87
AMEREN ILLINOIS	01.21.571 UTILITIES	UTILITIES	4178 02/18/202	280.28
AMEREN ILLINOIS	01.21.571 UTILITIES	UTILITIES	4817 02/18/202	712.19
AMEREN ILLINOIS	01.21.571 UTILITIES	TORNADO SIREN	56333 02/18/20	52.71
AMEREN ILLINOIS	01.21.571 UTILITIES	UTILITIES	5856 02/18/202	53.58
CONSTELLATION ENERGY SVS., INC.	01.21.571 UTILITIES	UTILITIES	4224881	171.52
TOM DAY BUSINESS MACHINES	01.21.651 OFFICE SUPPLIES	WASTE TONER	100735	43.62
KURENT OCCUPATIONAL SAFETY	01.21.652 OTHER SUPPLIES/EQUIPM	PPE	070934	33.75
STALEY CREDIT UNION	01.21.652 OTHER SUPPLIES/EQUIPM	MISC. SUPPLIES	SKUNDBERG	137.03
AXON ENTERPRISE, INC.	01.21.653 SMALL EQUIPMENT	TASERS - BUDGET ITEM	INUS320981	15,686.00
EVERGREEN FS #15	01.21.655 GASOLINE AND OIL	FUEL	4741484 02/18/	1,462.82
DELL MARKETING LP	01.21.831 EQUIPMENT	SQUAD CAR LAPTOP	10796877363	2,769.95
DELL MARKETING LP	01.21.831 EQUIPMENT	2 NEW DESKTOP COMPUTERS	10799096473	2,858.80

Total POLICE DEPARTMENT:

54,889.22

BLUE CROSS-BLUE SHIELD

01.41.451 HEALTH/LIFE/DENTAL

HEALTH INSURANCE PREMIUMS

02/18/2025

4,522.38

Vendor Name	Vendor & GL Account	Description	Invoice Number	Invoice Amount
COLE, TODD J., DDS	01.41.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	1/15/2025	15.00
COLE, TODD J., DDS	01.41.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	1/15/25	47.50
COLE, TODD J., DDS	01.41.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	1/20/2025	48.33
DEARBORN LIFE INSURANCE CO.	01.41.451 HEALTH/LIFE/DENTAL	LIFE INSURANCE PREMIUMS	02/18/2025	30.59
ALTORFER INC.	01.41.512 R/M EQUIPMENT	SKID LOADER REPAIRS	WO000106403	1,533.63
ALTORFER INC.	01.41.512 R/M EQUIPMENT	ENLOADER REPAIRS	WO000106478	605.51
DUST AND SON OF MACON COUNTY	01.41.512 R/M EQUIPMENT	SHOP SUPPLIES	S17-971242	15.84
DUST AND SON OF MACON COUNTY	01.41.512 R/M EQUIPMENT	ENDLOADER REPAIRS	S17-971740	218.72
PLATT ENTERPRISES INC.	01.41.512 R/M EQUIPMENT	SNOW PLOW REPAIR	1/22/2025	2,000.00
DUST AND SON OF MACON COUNTY	01.41.513 R/M VEHICLES	AIR FILTER - TK#6	S17-968012	39.57
DUST AND SON OF MACON COUNTY	01.41.513 R/M VEHICLES	WIPER BLADES	S17-973156	109.04
DUST AND SON OF MACON COUNTY	01.41.513 R/M VEHICLES	TK #10 ROTORS/BRAKES	S17-976335	335.09
FOREMOST TRUCK & TRAILER	01.41.513 R/M VEHICLES	TK #9 REPAIRS	W37735	2,062.63
ALTORFER INC.	01.41.514 R/M SYSTEM	SHOP SUPPLIES	PC000330885	207.49
DUST AND SON OF MACON COUNTY	01.41.514 R/M SYSTEM	SHOP SUPPLIES	S17-967566	252.86
DUST AND SON OF MACON COUNTY	01.41.514 R/M SYSTEM	SHOP SUPPLIES	S17-972690	115.40
JOHN DEERE FINANCIAL	01.41.514 R/M SYSTEM	IMPLEMENT PAINT	22401 02/18/20	19.99
KENNEY'S ACE HARDWARE	01.41.514 R/M SYSTEM	SHOP SUPPLIES	184799	36.49
KENNEY'S ACE HARDWARE	01.41.514 R/M SYSTEM	SHOP SUPPLIES	184803	1.80
LAWSON PRODUCTS, INC.	01.41.514 R/M SYSTEM	SHOP SUPPLIES	9312216721	604.47
STALEY CREDIT UNION	01.41.514 R/M SYSTEM	PPE	CREYNOLDS	33.47
STALEY CREDIT UNION	01.41.514 R/M SYSTEM	SHOP VAC	CREYNOLDS	109.00
V OF MTZ PETTY CASH FUND	01.41.514 R/M SYSTEM	POWDER COAT	02/18/2025	10.00
MSA PROFESSIONAL SERVICES INC.	01.41.532 ENGINEERING	MAIN STREET ROAD PROJECT	013019	831.25
INTEGRITY TECHNOLOGY SOLUTION	01.41.549 CONTRACTUAL SERVICES	SECURITY AWARENESS TRAINING	231990	15.71
INTEGRITY TECHNOLOGY SOLUTION	01.41.549 CONTRACTUAL SERVICES	MONTHLY IT SUPPORT	232094	290.00
MCC NETWORK SERVICES, LLC	01.41.552 TELEPHONE/INTERNET	TELEPHONE/INTERNET SERVICES	184778	420.99
VERIZON WIRELESS	01.41.552 TELEPHONE/INTERNET	PW ON CALL PHONE	6104723079	42.21
TOM DAY BUSINESS MACHINES	01.41.554 PRINTING AND PUBLICATIO	TOSHIBA COPIER MAINTENANCE	100724	33.66
TOM DAY BUSINESS MACHINES	01.41.554 PRINTING AND PUBLICATIO	SHIPPING - TONER CARTRIDGE	101065	15.00
BRADSHAW, ALICIA	01.41.561 FEES	MAILBOX REIMBURSEMENT	02/18/2025	62.91
HSHS MEDICAL GROUP	01.41.561 FEES	DOT DRUG SCREEN/PHYSICAL	61294	135.00
STALEY CREDIT UNION	01.41.561 FEES	RING CAMERA SUBSCRIPTION	CREYNOLDS	99.99
AMEREN ILLINOIS	01.41.571 UTILITIES	UTILITIES	0029 02/18/202	502.28
AMEREN ILLINOIS	01.41.571 UTILITIES	UTILITIES	0653 02/18/202	512.15
CONSTELLATION ENERGY SVS., INC.	01.41.571 UTILITIES	UTILITIES	4224881	351.04
AMEREN ILLINOIS	01.41.572 STREET LIGHTING	UTILITIES	56333 02/18/20	2,573.58
STALEY CREDIT UNION	01.41.651 OFFICE SUPPLIES	OFFICE SUPPLIES	CREYNOLDS	294.68
CANTEEN VENDING SERVICES	01.41.652 OTHER SUPPLIES	COFFEE SUPPLIES	BMI18407	150.82
KENNEY'S ACE HARDWARE	01.41.653 SMALL EQUIPMENT	TRANSIT LASER	184814	2,100.00
LEE'S TOOL SALES INC.	01.41.653 SMALL EQUIPMENT	SHOP TOOLS	012425137651	981.48
EVERGREEN FS #15	01.41.655 GASOLINE AND OIL	FUEL	4741484 02/18/	954.72
GRUETER, GREGORY	01.41.860 STREET/SIDEWALKS	REIMBURSEMENT - SIDEWALK REPAIR	02/18/2025	800.00

Vendor Name	Vendor & GL Account	Description	Invoice Number	Invoice Amount
Total STREET DEPARTMENT:				
BLUE CROSS-BLUE SHIELD	01.51.451 HEALTH/LIFE/DENTAL	HEALTH INSURANCE PREMIUMS	02/18/2025	2,979.40
COLE, TODD J., DDS	01.51.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	1/15/2025	15.00
DEARBORN LIFE INSURANCE CO.	01.51.451 HEALTH/LIFE/DENTAL	LIFE INSURANCE PREMIUMS	02/18/2025	25.31
DUNKER ELECTRIC SUPPLY	01.51.511 R & M BUILDING	PARKING LOT LIGHT REPAIRS	207528-00	1,087.37
JOHN DEERE FINANCIAL	01.51.511 R & M BUILDING	HEATER - SPLASH PAD BATHROOM	22401 02/18/20	89.99
NELSON'S TERMITE & PEST CONTRO	01.51.511 R & M BUILDING	MONTHLY PEST CONTROL	257018	40.83
STALEY CREDIT UNION	01.51.511 R & M BUILDING	ELECTRICAL PANEL COVER- GOODWIN PARK	CREYNOLDS	91.42
CINTAS CORPORATION #396	01.51.536 JANITORIAL SERVICES	JANITORIAL SUPPLIES	4218560705	134.16
INTEGRITY TECHNOLOGY SOLUTION	01.51.549 CONTRACTUAL SERVICES	SECURITY AWARENESS TRAINING	231990	15.71
INTEGRITY TECHNOLOGY SOLUTION	01.51.549 CONTRACTUAL SERVICES	MONTHLY IT SUPPORT	232094	290.00
ANGELO'S CATERING	01.51.550 FLETCHER PARK EVENTS	CATERING - CASINO NIGHT	2868	2,260.00
MCC NETWORK SERVICES, LLC	01.51.552 TELEPHONE/INTERNET	TELEPHONE/INTERNET SERVICES	184778	704.31
STALEY CREDIT UNION	01.51.554 PRINTING AND PUBLICATIO	ADVERTISEMENT	WILSON 02/18/	110.00
TOM DAY BUSINESS MACHINES	01.51.554 PRINTING AND PUBLICATIO	TOSHIBA COPIER MAINTENANCE	100724	18.63
AMEREN ILLINOIS	01.51.571 UTILITIES	UTILITIES	0027 02/18/202	291.89
AMEREN ILLINOIS	01.51.571 UTILITIES	UTILITIES	1046 02/18/202	2,592.82
AMEREN ILLINOIS	01.51.571 UTILITIES	UTILITIES	2419 02/18/202	44.56
AMEREN ILLINOIS	01.51.571 UTILITIES	UTILITIES	5019 02/18/202	520.25
CONSTELLATION ENERGY SVS., INC.	01.51.571 UTILITIES	UTILITIES	4224881	296.27
KENNEY'S ACE HARDWARE	01.51.629 MAINT. PARK SUPPLIES	TRASH CANS - FLETCHER PARK	184853	59.38
STALEY CREDIT UNION	01.51.629 MAINT. PARK SUPPLIES	GARBAGE CAN LID COVERS	WILSON 02/18/	857.62
KENNEY'S ACE HARDWARE	01.51.652 OTHER SUPPLIES	MISC. SUPPLIES	184724	14.39
KENNEY'S ACE HARDWARE	01.51.652 OTHER SUPPLIES	MISC. SUPPLIES	184815	16.18
PLATT ENTERPRISES INC.	01.51.652 OTHER SUPPLIES	MEMORIAL PLAQUE STANDS	02/18/2025	628.50
STALEY CREDIT UNION	01.51.652 OTHER SUPPLIES	STORAGE TOTES	DREYNOLDS	25.13
STALEY CREDIT UNION	01.51.652 OTHER SUPPLIES	CRAFTER'S PARADISE SUPPLIES	DREYNOLDS	252.60
STALEY CREDIT UNION	01.51.652 OTHER SUPPLIES	STORAGE SHELVES	WILSON 02/18/	69.99
STALEY CREDIT UNION	01.51.652 OTHER SUPPLIES	MISC. SUPPLIES	WILSON 02/18/	183.28
ULINE	01.51.652 OTHER SUPPLIES	PARKING BLOCKS	188146026	987.74
Total PARKS AND RECREATION:				
BLUE CROSS-BLUE SHIELD	01.54.451 HEALTH/LIFE/DENTAL	HEALTH INSURANCE PREMIUMS	02/18/2025	1,627.73
DEARBORN LIFE INSURANCE CO.	01.54.451 HEALTH/LIFE/DENTAL	LIFE INSURANCE PREMIUMS	02/18/2025	12.65
ATLAS LOCK, INC.	01.54.511 R & M BUILDING	RE-KEY CLOSET DOOR	51680	95.46
DUNKER ELECTRIC SUPPLY	01.54.511 R & M BUILDING	PARKING LOT LIGHT REPAIRS	207528-00	1,475.00
NELSON'S TERMITE & PEST CONTRO	01.54.511 R & M BUILDING	MONTHLY PEST CONTROL	257018	40.83
PRO-TAP	01.54.512 R & M EQUIPMENT	BEER LINES CLEANED	026046	40.00
PRO-TAP	01.54.512 R & M EQUIPMENT	BEER LINES CLEANED	386149	40.00
CINTAS CORPORATION #396	01.54.536 JANITORIAL SERVICES	JANITORIAL SUPPLIES	4218560854	175.63

Vendor Name	Vendor & GL Account	Description	Invoice Number	Invoice Amount
INTEGRITY TECHNOLOGY SOLUTION	01.54.549 CONTRACTUAL SERVICES	SECURITY AWARENESS TRAINING	231990	15.71
INTEGRITY TECHNOLOGY SOLUTION	01.54.549 CONTRACTUAL SERVICES	MONTHLY IT SUPPORT	232094	290.00
MCC NETWORK SERVICES, LLC	01.54.552 TELEPHONE/INTERNET	TELEPHONE/INTERNET SERVICES	184778	146.15
STALEY CREDIT UNION	01.54.554 PRINTING AND PUBLICATIO	CASINO NIGHT FACEBOOK ADS	STREIBICH 02/	101.45
TOM DAY BUSINESS MACHINES	01.54.554 PRINTING AND PUBLICATIO	TOSHIBA COPIER MAINTENANCE	100724	18.63
AMEREN ILLINOIS	01.54.571 UTILITIES	UTILITIES	1002 02/18/202	122.79
AMEREN ILLINOIS	01.54.571 UTILITIES	UTILITIES	3026 02/18/202	346.99
CONSTELLATION ENERGY SVS., INC.	01.54.571 UTILITIES	UTILITIES	4224881	95.26
STALEY CREDIT UNION	01.54.653 SMALL EQUIPMENT	CONVENTION CENTER KEYS	STREIBICH 02/	96.00
STALEY CREDIT UNION	01.54.653 SMALL EQUIPMENT	MISC. SUPPLIES	STREIBICH 02/	64.38
STALEY CREDIT UNION	01.54.653 SMALL EQUIPMENT	CONVENTION CENTER KEYS	STREIBICH 02/	10.91
STALEY CREDIT UNION	01.54.653 SMALL EQUIPMENT	REFRIDGERATOR - CC KITCHEN	VOFMTZ 02/18	988.67
Total CONVENTION CENTER:				5,804.24
AMEREN ILLINOIS	15.75.852 OTHER SYSTEM IMPROVE	TRAFFIC LIGHTS	56333 02/18/20	86.57
CLARK DIETZ, INC.	15.75.852 OTHER SYSTEM IMPROVE	PAVEMENT ASSESSMENT	443652	4,287.50
Total MOTOR FUEL TAX:				4,374.07
MOLANDA COMPANY	36.75.534 OTHER CAPITAL PROJECT	GOODWIN PARK PLAYGROUND EQUIPMENT	733	62,283.00
WM CORPORATE SERVICES, INC.	36.75.534 OTHER CAPITAL PROJECT	DUMPSTERS - VOLMER BUILDING DEMO	1726605-2477-	1,374.45
Total BDD:				63,657.45
JENSEN DIESEL, LLC	38.73.915 REDEVELOPMENT AGREE	REDEVELOPMENT AGREEMENT	02/18/2025	3,087.80
Total RT, 121 TIF DISTRICT II:				3,087.80
BLUE CROSS-BLUE SHIELD	51.42.451 HEALTH/LIFE/DENTAL	HEALTH INSURANCE PREMIUMS	02/18/2025	9,532.60
COLE, TODD J., DDS	51.42.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	1/15/2025	15.00
COLE, TODD J., DDS	51.42.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	1/15/25	95.00
COLE, TODD J., DDS	51.42.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	1/20/2025	48.33
CUNNINGHAM, CAROL DDS	51.42.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	10/30/24	10.00
DEARBORN LIFE INSURANCE CO.	51.42.451 HEALTH/LIFE/DENTAL	LIFE INSURANCE PREMIUMS	02/18/2025	81.16
MILLER, JULIE	51.42.451 HEALTH/LIFE/DENTAL	2025 HRA REIMBURSEMENT	02/18/2025	144.50
MILLER, JULIE	51.42.451 HEALTH/LIFE/DENTAL	2024 HRA REIMBURSEMENT	02/18/2025	26.72
DECATUR BOLT CO., INC.	51.42.511 R/M BUILDING	PUMP HOUSE REPAIRS	320444	21.55
DUNKER ELECTRIC SUPPLY	51.42.511 R/M BUILDING	PUMP HOUSE HEATER	207427-00	733.34
LAWSON PRODUCTS, INC.	51.42.511 R/M BUILDING	PUMP HOUSE REPAIRS	9312183885	604.40
LAWSON PRODUCTS, INC.	51.42.511 R/M BUILDING	PUMP HOUSE REPAIRS	9312212429	65.40
NELSON'S TERMITES & PEST CONTROL	51.42.511 R/M BUILDING	MONTHLY PEST CONTROL	257018	40.83
ULINE	51.42.511 R/M BUILDING	EYE WASH STATION	188340271	2,140.79

Vendor Name	Vendor & GL Account	Description	Invoice Number	Invoice Amount
CORE & MAIN HAWKINS, INC.	51.42.514 R/M SYSTEM	FIRE HYDRANTS X2	W011557	10,655.00
IMCO UTILITY SUPPLY CO.	51.42.514 R/M SYSTEM	CHLORINE	6966243	886.84
STALEY CREDIT UNION	51.42.514 R/M SYSTEM	WATER MAIN REPAIR CLAMP	3039663-00	1,213.00
STALEY CREDIT UNION	51.42.514 R/M SYSTEM	PLUMBING REPAIR PARTS	DREYNOLDS	171.50
G.R.I.T.Y.S.	51.42.514 R/M SYSTEM	PUMP HOUSE REPAIR PARTS	MCKENZIE 02/	120.22
INTEGRITY TECHNOLOGY SOLUTION	51.42.536 JANITORIAL SERVICES	JANITORIAL	933051	460.00
INTEGRITY TECHNOLOGY SOLUTION	51.42.549 CONTRACTUAL SERVICES	SECURITY AWARENESS TRAINING	231990	15.71
USIC LOCATING SERVICES, LLC	51.42.549 CONTRACTUAL SERVICES	MONTHLY IT SUPPORT	232094	290.00
USIC LOCATING SERVICES, LLC	51.42.549 CONTRACTUAL SERVICES	UTILITY LOCATES	700395	2,128.36
ABT MAILCOM	51.42.549 CONTRACTUAL SERVICES	UTILITY LOCATES	711950	806.36
MCC NETWORK SERVICES, LLC	51.42.551 POSTAGE	UTILITY BILL PROCESSING	51342	1,072.02
STALEY CREDIT UNION	51.42.552 TELEPHONE/INTERNET	TELEPHONE/INTERNET SERVICES	184778	146.15
VERIZON WIRELESS	51.42.552 TELEPHONE/INTERNET	WATER TOWER DATA PLAN	MCKENZIE 02/	25.00
ABT MAILCOM	51.42.554 PRINTING/PUBLICATION	HOT SPOTS/TABLET DATA	6104382132	57.02
TOM DAY BUSINESS MACHINES	51.42.554 PRINTING/PUBLICATION	I EPA NOTICE INSERT	51342	246.00
PACE ANALYTICAL SERVICES, LLC	51.42.561 FEES	TOSHIBA COPIER MAINTENANCE	100724	18.63
PACE ANALYTICAL SERVICES, LLC	51.42.561 FEES	WATER SAMPLES	257201727	63.00
AMEREN ILLINOIS	51.42.571 UTILITIES	WATER SAMPLES	257203215	84.00
AMEREN ILLINOIS	51.42.571 UTILITIES	UTILITIES	0020 02/18/202	895.75
AMEREN ILLINOIS	51.42.571 UTILITIES	UTILITIES	1002 02/18/202	122.79
CONSTELLATION ENERGY SVS., INC.	51.42.571 UTILITIES	UTILITIES	3003 02/18/202	944.67
CITY OF DECATUR	51.42.575 WATER PURCHASES	UTILITIES	3026 02/18/202	346.99
SEILER INSTRUMENT & MFG. CO.	51.42.653 SMALL EQUIPMENT	WATER PURCHASES	4224881	184.01
EVERGREEN FS #15	51.42.655 GASOLINE/OIL	GIS/GPS COLLECTION TOOLS	42663257	71,838.44
		FUEL	45988	739.44
			4741484 02/18/	954.72
Total WATER:				108,045.24
BLUE CROSS-BLUE SHIELD	52.43.451 HEALTH/LIFE/DENTAL	HEALTH INSURANCE PREMIUMS	02/18/2025	3,803.13
COLE, TODD J., DDS	52.43.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	1/15/25	47.50
COLE, TODD J., DDS	52.43.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	1/20/2025	48.34
CUNNINGHAM, CAROL DDS	52.43.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	10/30/24	10.00
DEARBORN LIFE INSURANCE CO.	52.43.451 HEALTH/LIFE/DENTAL	LIFE INSURANCE PREMIUMS	02/18/2025	27.38
MILLER, JULIE	52.43.451 HEALTH/LIFE/DENTAL	2025 HRA REIMBURSEMENT	02/18/2025	144.50
MILLER, JULIE	52.43.451 HEALTH/LIFE/DENTAL	2024 HRA REIMBURSEMENT	02/18/2025	26.71
NELSON'S TERMITE & PEST CONTRO	52.43.511 R/M BUILDINGS	MONTHLY PEST CONTROL	257018	40.83
STATE INDUSTRIAL PRODUCTS	52.43.514 R/M SYSTEM	GREASE BLOCKS	903653216	1,747.13
G.R.I.T.Y.S.	52.43.536 JANITORIAL SERVICES	JANITORIAL	933051	460.00
INTEGRITY TECHNOLOGY SOLUTION	52.43.549 CONTRACTUAL SERVICES	SECURITY AWARENESS TRAINING	231990	15.71
INTEGRITY TECHNOLOGY SOLUTION	52.43.549 CONTRACTUAL SERVICES	MONTHLY IT SUPPORT	232094	290.00
ABT MAILCOM	52.43.551 POSTAGE	UTILITY BILL PROCESSING	51342	714.68
MCC NETWORK SERVICES, LLC	52.43.552 TELEPHONE/INTERNET	TELEPHONE/INTERNET SERVICES	184778	146.15

Vendor Name	Vendor & GL Account	Description	Invoice Number	Invoice Amount
VERIZON WIRELESS	52.43.552 TELEPHONE/INTERNET	HOT SPOTS/TABLET DATA	6104382132	57.01
TOM DAY BUSINESS MACHINES	52.43.554 PRINTING AND PUBLICATIO	TOSHIBA COPIER MAINTENANCE	100724	18.61
AMEREN ILLINOIS	52.43.571 UTILITIES	UTILITIES	0170 02/18/202	136.45
AMEREN ILLINOIS	52.43.571 UTILITIES	UTILITIES	1002 02/18/202	122.78
AMEREN ILLINOIS	52.43.571 UTILITIES	UTILITIES	3026 02/18/202	346.97
AMEREN ILLINOIS	52.43.571 UTILITIES	UTILITIES	4572 02/18/202	167.83
AMEREN ILLINOIS	52.43.571 UTILITIES	UTILITIES	9930 02/18/202	77.70
CONSTELLATION ENERGY SVS., INC.	52.43.571 UTILITIES	UTILITIES	4224881	95.26
DECATUR SANITARY DISTRICT	52.43.578 SEWER TREATMENT CHAR	SANITARY TREATMENT CHARGES	02/18/2025	21,804.72
SEILER INSTRUMENT & MFG. CO.	52.43.653 SMALL EQUIPMENT	GIS/GPS COLLECTION TOOLS	45988	739.43
EVERGREEN FS #15	52.43.655 GASOLINE AND OIL	FUEL	4741484 02/18/	954.72

Total SEWER:

32,043.54

Grand Totals:

321,542.98

Finance Memorandum

TO: Honorable Mayor and Village Trustees

FR: Corey McKenzie, Village Treasurer

RE: Treasurer's Report

DT: February 11, 2025

Presented for consideration is the January 2025 Treasurer's Report. This report is a full account of month-to-date revenues and expenditures as required by law.

Proposed Motion:

Approval of the attached Treasurer's Report for the month ending January 2025 as presented.

VILLAGE OF MT. ZION
TREASURER'S REPORT
FOR THE MONTH OF JANUARY 2025

FUNDS	BEGINNING BALANCE	REVENUES	EXPENDITURES	ENDING BALANCE	NOW CHECKING	INVESTMENTS	TOTAL
GENERAL	3,034,758.39	242,711.30	326,737.32	2,950,732.37	32,997.80	2,917,734.57	2,950,732.37
AUDIT	38,420.88	139.66	-	38,560.54	921.33	37,639.21	38,560.54
LIABILITY INS.	51,646.73	186.68	-	51,833.41	1,514.34	50,319.07	51,833.41
MFT	881,729.88	26,425.33	1,486.73	906,668.48	96,099.88	810,568.60	906,668.48
IMRF	196,330.14	685.72	6,210.70	190,805.16	5,911.65	184,893.51	190,805.16
CROSSING GUARD	22,050.17	69.48	300.00	21,819.65	3,102.47	18,717.18	21,819.65
SOCIAL SECURITY	87,968.40	4.15	10,974.31	76,998.24	76,998.24	-	76,998.24
UNEMPLOYMENT COMP	56,433.31	206.67	-	56,639.98	907.11	55,732.87	56,639.98
BDD FUND	367,064.09	27,811.04	32,395.93	362,479.20	46,547.76	315,931.44	362,479.20
ROUTE 121 TIF	481,644.26	1,454.57	138,742.79	344,356.04	5,741.68	338,614.36	344,356.04
LEASE PURCHASE	20,186.19	71.22	-	20,257.41	1,053.96	19,203.45	20,257.41
2024 G.O. CAPITAL PROJECT	125,135.89	464.84	-	125,600.73	246.83	125,353.90	125,600.73
2024 G.O. B/I REPAY FUND	16,005.14	-	-	16,005.14	16,005.14	-	16,005.14
WATER FUND	481,312.90	158,852.21	156,413.69	483,751.42	51,407.55	432,343.87	483,751.42
SEWER FUND	396,254.90	58,915.51	59,397.23	394,773.18	141,101.90	253,671.28	394,773.18
CONVENTION CENTER B & I	16,847.03	-	-	16,847.03	16,847.03	-	16,847.03
2009 FLETCHER/TIF REPAY FUND	23,692.67	21,109.18	-	44,801.85	44,801.85	-	44,801.85
POLICE PENSION FUND	4,213,385.85	102,937.68	9,862.63	4,306,460.90	44,227.36	4,262,233.54	4,306,460.90
DRUG FUND	4,105.86	-	-	4,105.86	4,105.86	-	4,105.86
GAMES FUND	7,374.06	-	-	7,374.06	7,374.06	-	7,374.06
POLICE DUI FUND	6,947.03	-	-	6,947.03	6,947.03	-	6,947.03
CANNABIS REGULATION FUND	10,066.04	847.22	-	10,913.26	10,913.26	-	10,913.26
	<u>10,538,359.81</u>	<u>642,892.46</u>	<u>742,521.33</u>	<u>10,438,730.94</u>	<u>615,774.09</u>	<u>9,822,956.85</u>	<u>10,438,730.94</u>

**VILLAGE OF MT. ZION
MONTHLY BUDGET REPORT
FOR THE MONTH OF JANUARY 2025
REVENUE SUMMARY**

<u>FUNDS</u>	<u>Month</u>	<u>Year-to-Date</u>	<u>Budget</u>	<u>Balance</u>	<u>%</u>
GENERAL	242,711.30	242,711.30	3,557,010.00	3,314,298.70	7%
AUDIT	139.66	139.66	21,600.00	21,460.34	1%
LIABILITY INS.	186.68	186.68	126,500.00	126,313.32	0%
MFT	26,425.33	26,425.33	294,000.00	267,574.67	9%
IMRF	685.72	685.72	43,000.00	42,314.28	2%
CROSSING GUARD	69.48	69.48	4,750.00	4,680.52	1%
SOCIAL SECURITY	4.15	4.15	131,050.00	131,045.85	0%
UNEMPLOYMENT COMP	206.67	206.67	7,000.00	6,793.33	3%
BDD FUND	27,811.04	27,811.04	344,000.00	316,188.96	8%
ROUTE 121 TIF	1,454.57	1,454.57	508,000.00	506,545.43	0%
LEASE PURCHASE	71.22	71.22	16,750.00	16,678.78	0%
2024 G.O. CAPITAL PROJECT	464.84	464.84	2,500.00	2,035.16	19%
2024 G.O. B/I REPAY FUND	-	-	265,250.00	265,250.00	0%
WATER FUND	158,852.21	158,852.21	1,877,500.00	1,718,647.79	8%
SEWER FUND	58,915.51	58,915.51	744,500.00	685,584.49	8%
CONVENTION CENTER B & I	-	-	125,100.00	125,100.00	0%
2009 FLETCHER/TIF REPAY FUND	21,109.18	21,109.18	183,100.00	161,990.82	12%
POLICE PENSION FUND	102,937.68	102,937.68	465,000.00	362,062.32	22%
DRUG FUND	-	-	25.00	25.00	0%
GAMES FUND	-	-	4,000.00	4,000.00	0%
POLICE DUI FUND	-	-	1,400.00	1,400.00	0%
CANNABIS REGULATION FUND	847.22	847.22	10,500.00	9,652.78	8%
	<u>642,892.46</u>	<u>642,892.46</u>	<u>8,732,535.00</u>	<u>8,089,642.54</u>	<u>7%</u>

**VILLAGE OF MT. ZION
MONTHLY BUDGET REPORT
FOR THE MONTH OF JANUARY 2025
EXPENDITURE SUMMARY**

	Month	Year-to-Date	Budget	Balance	%
FUNDS					
GENERAL	326,737.32	326,737.32	3,764,150.00	3,437,412.68	9%
AUDIT	-	-	28,000.00	28,000.00	0%
LIABILITY INS.	-	-	125,000.00	125,000.00	0%
MFT	1,486.73	1,486.73	1,125,000.00	1,123,513.27	0%
IMRF	6,210.70	6,210.70	60,000.00	53,789.30	10%
CROSSING GUARD	300.00	300.00	4,000.00	3,700.00	8%
SOCIAL SECURITY	10,974.31	10,974.31	131,000.00	120,025.69	8%
UNEMPLOYMENT COMP	-	-	25,000.00	25,000.00	0%
BDD FUND	32,395.93	32,395.93	559,500.00	527,104.07	6%
ROUTE 121 TIF	138,742.79	138,742.79	932,500.00	793,757.21	15%
LEASE PURCHASE	-	-	16,375.00	16,375.00	0%
2024 G.O. CAPITAL PROJECT	-	-	128,000.00	128,000.00	0%
2024 G.O. B/I REPAY FUND	-	-	265,100.00	265,100.00	0%
WATER FUND	156,413.69	156,413.69	1,982,100.00	1,825,686.31	8%
SEWER FUND	59,397.23	59,397.23	851,350.00	791,952.77	7%
CONVENTION CENTER B & I	-	-	125,100.00	125,100.00	0%
2009 FLETCHER/TIF REPAY FUND	-	-	183,000.00	183,000.00	0%
POLICE PENSION FUND	9,862.63	9,862.63	233,100.00	223,237.37	4%
DRUG FUND	-	-	4,000.00	4,000.00	0%
GAMES FUND	-	-	7,000.00	7,000.00	0%
POLICE DUI FUND	-	-	6,000.00	6,000.00	0%
CANNABIS REGULATION FUND	-	-	10,000.00	10,000.00	0%
	<u>742,521.33</u>	<u>742,521.33</u>	<u>10,565,275.00</u>	<u>9,822,753.67</u>	<u>7%</u>
<u>GENERAL FUND BY DEPARTMENT</u>					
ADMINISTRATIVE	19,398.98	19,398.98	327,975.00	308,576.02	6%
PLANNING & ZONING	13,461.02	13,461.02	112,700.00	99,238.98	12%
POLICE	164,367.90	164,367.90	1,644,500.00	1,480,132.10	10%
STREET	55,372.22	55,372.22	851,750.00	796,377.78	7%
PARKS & RECREATION	51,535.51	51,535.51	527,100.00	475,564.49	10%
CONVENTION CENTER	22,601.69	22,601.69	300,125.00	277,523.31	8%

Board Memorandum

TO: Honorable Mayor and Village Trustees

FR: Julie Miller, Village Administrator

RE: An Ordinance Approving an Intergovernmental Agreement Incorporating the Village of Mt. Zion into the City of Decatur's Urban Transit Network

DT: February 7, 2025

Presented for consideration is an ordinance approving an intergovernmental agreement with the City of Decatur to include the Village of Mt. Zion into the City's Urban Transit District. On February 3rd, the City of Decatur approved the attached IGA with the Village of Mt. Zion along with IGAs with Macon County and the Village of Forsyth.

Public transportation in the State of Illinois is classified as either urban or rural. The Village of Mt. Zion and other neighboring villages are considered urban by the State of Illinois but they have not provided any funding for public transportation to Mt. Zion in the past. According to IDOT, Mt. Zion is in a "gray area". Until recently, IDOT designated rural transportation, which does not include Mt. Zion, was supposed to be handled by a consortium of counties who contracted with Show Bus to provide transportation services. Show Bus has failed to provide adequate services and records to IDOT and Macon County has withdrawn from the consortium. Macon County will enter into an IGA with the City of Decatur to turn over their allocated federal and state transportation funds and the City will provide transit services starting this year. IDOT agreed that Mt. Zion and Forsyth should be included in the City's urban transit network, otherwise a large portion of residents in Macon County will be left without transportation services.

Recently, the City completed a transit study and they are changing their bus routes and introducing micro-transit. Attached is information on micro-transit. Mt. Zion will not be getting bus services but will be provided micro-transit and paratransit for residents with ADA transportation needs. The cost to provide micro-transit and paratransit will be covered by federal and state transportation funds. The Village will only have to reimburse the City, if the federal and state funds are insufficient to cover the costs of the program. Both City and Village staff believe there will be sufficient funds to cover the cost of the program. Riders will also have to pay a fee, paratransit is \$3.00 per ride and micro-transit will be closer to an average of \$5.00 per ride depending on the distance.

As outlined in the agreement, the Village will be required to reimburse the City \$80,000 for an ADA vehicle to add to the fleet every 5 years. The Village can also apply for grants to help cover the cost of the vehicle. The City was recently awarded over \$6.4 million dollars in federal grants to launch micro-transit.

The City is required to report to IDOT on a monthly basis all ridership data. They will also provide Mt. Zion with their ridership data. Staff will be able to track participation and make future recommendations regarding the program.

The IGA can be terminated by either party with 30 days written notice. The Village attorney has reviewed the attached ordinance and agreement.

I recommend approving the attached ordinance and IGA as presented.

Proposed Motion:

To approve Ordinance No. 2025-4 An Ordinance Approving Intergovernmental Agreement Incorporating Village of Mt. Zion Into the City of Decatur's Urban Transit Network as presented.

Micro-Transit:

Micro-Transit is tech-enabled shared transportation that lives in the space between traditional fixed-route transit and ride hailing technology like Uber.

Micro-Transit utilizes a range of smaller branded vehicles (sedans, vans, SUVs, shuttles, etc.) to pick-up riders from assigned stops and take them to assigned stops near their destinations in conjunction with the pick-up and drop-off of other riders in the same vehicles within the same time frames (think of a 'group Uber' approach). Micro-Transit will operate as a curb-to-curb service in defined zones for the general public and ADA eligible riders who are able to navigate a curb-to-curb trip without assistance. In addition, ADA paratransit will continue to provide door-to-door services for riders who cannot navigate a curb-to-curb trip without assistance (as it has in the past). When fixed route buses are in operation, the software app used for Micro-Transit will suggest the bus if it is the best option.

Micro-Transit will connect riders with a bus at the nearest transit hub where they can ride a fixed route bus to complete their trip (e.g., to get downtown). If a trip request cannot be made by fixed route, then a Micro-Transit solution will be provided. Micro-Transit may be used to provide mobility to riders during times when fixed route buses are not operating as well (to be determined based on capacity). The objective is to provide increased mobility within the limits of the city, for more than just 12 hours, as well as allow new connections to neighboring communities that agree to participate in re-structured transit services with the city.

Benefits:

First-and-last mile. In most places, high-frequency transit isn't within walking distance of where most people live and work. Microtransit connects people to the buses that will then connect them to everything else.

Transit deserts. It's not easy to build a transportation network in places that lack the population density necessary for efficient fixed-route buses. Microtransit creates a more convenient and accessible service for riders in these areas.

Equity and accessibility. Public transit is often a critical lifeline for seniors and people with disabilities. Microtransit optimizes typically inefficient paratransit options, creating real-time bookings, higher quality service, and reducing trip costs with more efficient and equitable shared rides.

ORDINANCE NO. 2025-4

**AN ORDINANCE APPROVING INTERGOVERNMENTAL AGREEMENT
INCORPORATING VILLAGE OF MT. ZION INTO THE CITY OF DECATUR'S
URBAN TRANSIT NETWORK**

BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS, AS FOLLOWS:

WHEREAS, the Village Board of Trustees believes that providing public transportation to the residents of the Village provides benefits to the overall economic health of the community and would be in the best interest of the public transportation service programs in the area; and,

WHEREAS, the City of Decatur is capable and willing to provide operation and management of public transit services to the Village; and,

WHEREAS, the Village and City of Decatur are empowered to enter into intergovernmental agreements pursuant to the provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*

WHEREAS, the Village Board of Trustees is of the opinion that entering into an Intergovernmental Agreement with the City of Decatur to provide public transportation services to Village residents will promote the health, safety, and welfare of the residents of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS:

Section 1. The preliminary paragraphs set forth above are incorporated herein as part of this Ordinance.

Section 2. That the Board of Trustees has reviewed and approved the terms of the Intergovernmental Agreement Incorporating Village of Mt. Zion into the City of Decatur's Urban Transit Network which is attached hereto and incorporated herein.

Section 3. That upon passage of this Ordinance, Village Administrator, Julie Miller, shall be authorized to take all reasonable action necessary, including the execution of the Agreement, to complete the incorporation of the Village of Mt. Zion into the City of Decatur's Urban Transit Network.

PASSED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS, ON THE 18th DAY OF FEBRUARY 2025 PURSUANT TO A ROLL CALL VOTE AS FOLLOWS.

Doty _____

Siudyla _____

Kernan _____

Patrick _____

Scales _____

Tibbs _____

VILLAGE MAYOR

ATTEST:

VILLAGE CLERK

_____ Ayes _____ Nays

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

I, the undersigned, Clerk of the Village of Mt. Zion, do hereby certify that the above and foregoing is a true, perfect and correct copy of Ordinance No. 2025-____ adopted at a meeting of the Board of Trustees of said Village held on February 18, 2025, and that the original of said Ordinance is in my custody as such Clerk pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Village this _____ day of _____ 2025.

Clerk - The Village of Mt. Zion

RESOLUTION NO. R2025-122

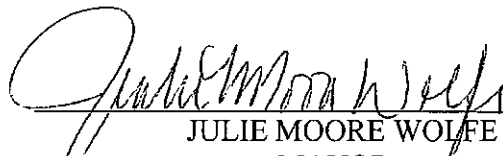
**RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT
INCORPORATING VILLAGE OF MT. ZION INTO THE CITY OF DECATUR'S
URBAN TRANSIT NETWORK**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:

Section 1. That the Intergovernmental Agreement presented herewith to the City Council between the City of Decatur, Illinois and the Village of Mt. Zion, Illinois with the same or substantially same terms and the same is hereby, received, placed on file, approved and attached as Exhibit A.

Section 2. That the Mayor and said City Clerk be, and they are hereby authorized and directed to sign, seal and attest said Intergovernmental Agreement on behalf of the City.

PRESENTED AND ADOPTED this 3rd day of February 2025.



JULIE MOORE WOLFE
MAYOR

ATTEST:



KIM ALTHOFF
CITY CLERK

**INTERGOVERNMENTAL AGREEMENT INCORPORATING VILLAGE OF
MT. ZION INTO THE CITY OF DECATUR'S URBAN TRANSIT NETWORK**

This Intergovernmental Agreement (hereafter "Agreement") is made by and between the City of Decatur (hereafter "City"), an Illinois Municipal Corporation, with a business address of 1 Gary K. Anderson Plaza, Decatur, Illinois, and the Village of Mt. Zion, Illinois (hereafter "Village"), an Illinois Municipal Corporation, hereafter collectively referenced as "the Parties".

WHEREAS, The Village and City support the access to and availability of public transportation in the community; and,

WHEREAS, The Village and City understand the advantages of governmental cooperation to promote improved access to and availability of public transportation; and,

WHEREAS, the Parties believe that providing public transportation to the residents of the Village provides benefits to both Parties as well as to the overall economic health of the communities and would be in the best interests of the public transportation service programs in the area; and,

WHEREAS, the City owns certain equipment and vehicles used for public transit purposes including, but not limited to public transit busses that are used in the public transit system (hereinafter "transit system") operating in the City; and,

WHEREAS, the City is responsible for and has the authority for the setting of fares of persons using the transit system; and,

WHEREAS, the City is capable and willing to provide operation and management of transit services to the Village; and,

WHEREAS, the Parties are empowered to enter into intergovernmental agreements pursuant to the provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*

NOW THEREFORE BE IT RESOLVED, that in consideration of the mutual promises, covenants, and obligations herein, the City and the Village hereby agree as follows:

TERMS OF AGREEMENT

- 1. Incorporation of Recital Clauses.** The above recital clauses are hereby incorporated into and are made a part of this Agreement.
- 2. Effective Date and Term.** This Agreement shall be for the period beginning _____, 2025 and terminating December 31, 2025, and shall thereafter

automatically renew for successive annual terms of January 1 to December 31 under the terms set forth in this Agreement until and unless terminated as provided in this Agreement.

3. **Transportation Services.** The City agrees to incorporate the Village into the Decatur Public Transit system service area as set forth in the Urbanized Area map ("UZA") as set forth in the 2020 U.S. Census and provide public transportation services to the Village, said services to start on a date mutually agreed upon by the Parties.
4. **Service Levels.** Public transit services will be provided to the Village utilizing microtransit/mobility on demand as well as paratransit service with said service levels determined and managed in all aspects by the City in its sole discretion.
5. **Funding.** The program shall be funded by the City's Illinois Department of Transportation ("IDOT") and Federal Transit Administration ("FTA") operating funds and state and federal grants. The City shall be responsible for initiating and completing all applicable State and federal funding program applications and grants and reporting requirements in a timely manner for those programs they are the direct recipient of funding for. If grant or other funds do not cover the operating deficits of transportation services for the Village and operated by the City under the terms of this Agreement, the Village will pay City an amount equal to said deficit for operating costs within sixty (60) days of City's notice and request to Village for payment to the City. Under no conditions shall any City funds be required or used to fund transportation service operations, capital items or operating deficits, except as expressly stated in this Agreement.
6. **Vehicle Purchase and Reimbursement.** The Village agrees to reimburse the City for the cost of an Americans with Disabilities Act ("ADA") compliant vehicle utilizing general revenue or other funds of the Village within sixty (60) days of City's notice and request to the Village for payment. The Village will be responsible to reimburse the City a maximum of Eighty Thousand Dollars (\$80,000) per vehicle with that amount increasing by two (2) percent each year or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index, whichever is greater. The City will be responsible for the purchase of the vehicle and will have sole discretion in the determination of the type, make and model and wrap of the vehicle to be purchased to provide transportation under this Agreement. The Parties agree that the County will be required to reimburse the City for the cost of no more than one (1) replacement vehicle every five (5) years. Upon termination of this Agreement, the assets purchased by the Village that remain in good working order shall be transferred back to the Village in "as is" condition. Upon termination of this Agreement, the assets purchased by the Village that remain in good working order shall be transferred back to the Village in "as is" condition.
7. **Assets.** The vehicles used to provide transportation services to the Village shall be solely owned and shall remain assets and property of the City and shall be under the sole control and management of the City. Nothing in this section shall be considered to act as a waiver of any of the protections or immunities provided for by the Local Governmental and Governmental Employees Tort Immunity Act.

- 8. Operation.** The City shall operate the transit service program to provide public transportation services to the Village accommodating levels of service with funding availability in accordance with the terms of this Agreement and will prepare a report annually providing the level of service provided by the City to the Village and the use of transit services utilized by Village. The City shall have the sole authority to determine the fares to be paid by passengers using the transit services and reserves the right to change those fares.
- 9. Disruption of Services.** The City shall not be responsible for failure to perform services under this Agreement if said service is prevented by reason of weather, weather-related disruptions, Acts of God, strikes, labor disputes, pandemics, or other orders, directives or concurrences over which the City has no control.
- 10. Termination for Cause.** Either party may terminate this Agreement in whole or in part if they determine that the terms set forth in this Agreement cannot be met. Termination is affected by the receipt of written notification by the other party setting forth the reason for the termination and giving the other party thirty (30) days to cure the reason for the termination. If the reason is not cured within the thirty (30) day period, the initiating party may pursue termination.
- 11. Termination for Convenience.** This Agreement may be terminated in whole or in part by either party in writing for its convenience and through no failure of the other party to fulfill its obligations under this Agreement. No termination shall be effective until and unless the other party is given not less than thirty (30) calendar days prior written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination.
- 12. Amendments.** The Parties may amend the terms of this Agreement at any time by written instrument signed by each party hereto. Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement will be binding only if evidenced in writing and signed by each party
- 13. Indemnification.** To the extent permitted by Illinois law, the City will defend, indemnify, and hold Village, and its officers, board members, employees, agents, and representatives, harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney fees, resulting from or arising out of City breach or failure to perform its obligations under this Agreement.

To the extent permitted by Illinois law, the Village will defend, indemnify, and hold the City, and its officers, board members, employees, agents, and representatives, harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not

limited to reasonable attorney fees, resulting from or arising out of Village's breach or failure to perform its obligations under this Agreement.

- 14. Notices.** Any notice required under this Agreement shall be sent by first class mail, postage prepaid, certified, return receipt requested, addressed as follows, unless another address is designated by the party:

IF TO VILLAGE:

With Copy To:

IF TO CITY OF DECATUR:

City Manager
#1 Gary K. Anderson Plaza
Decatur, IL 62523

With Copy To:

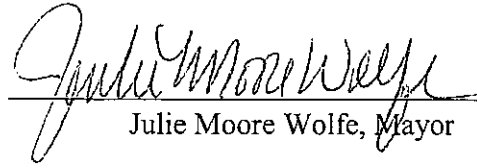
Corporation Counsel
#1 Gary K. Anderson Plaza
Decatur, IL 62523

- 15. Assignment.** This Agreement, and each party's rights and responsibilities under this Agreement, may not be assigned by either party without the written consent of the other party. This Agreement is for the benefit of the Parties and their successors only and not for the benefit of any other party.
- 16. Entire Agreement.** This Agreement and referenced documents set forth the entire agreement of the Parties with respect to the subject matter of this Agreement. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the Parties. This Agreement may not be modified or amended except by written agreement executed by the Parties to this Agreement.
- 17. Applicable Law.** This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Illinois. Any action or proceeding arising out of this Agreement will be litigated in courts located in Macon County, Illinois.
- 18. Attachments and Further Assurances.** Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement. The Parties will sign other documents and take all other actions reasonably necessary to further effect and evidence this Agreement.
- 19. Waiver.** No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision contained in this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.
- 20. Severability.** The unenforceability of any provision of this Agreement shall not affect the enforceability of any other provision, except that if the unenforceable provision affects substantial rights of a party, that party may request that the Agreement be renegotiated, and if renegotiations fail, may terminate this agreement.

VILLAGE OF MT. ZION, ILLINOIS

CITY OF DECATUR, ILLINOIS


Mayor


Julie Moore Wolfe, Mayor

Attest:

Village Clerk

Attest:



City Clerk

Board Memorandum

TO: Honorable Mayor and Village Trustees

FR: Julie Miller, Village Administrator

RE: Ordinance Amending Chapter 119: Zoning Code – Renewable Energy Systems – Discussion Only

DT: February 11, 2025

Presented for discussion is an ordinance amending the Village's zoning code to address wind and solar renewable energy systems. Under Illinois law, the Village cannot ban wind and solar energy systems. The Village can regulate the systems only to the extent allowed by the State. The attached ordinance would require anyone wishing to install a system obtain a special use permit after a public hearing has been held and the plans have been reviewed to ensure they follow design standards established by the State of Illinois.

Recently, these types of projects have become more common. Wind and solar farms have been constructed within Macon County. Projects within the County's jurisdiction are required to go through a special permit process.

However, unless design standards or one of the few State of Illinois allowed regulations are not being followed, units of local government cannot deny the special use permit solely based on an outcry by neighboring property owners.

Currently, if someone wanted to install a system it would go through the site plan process and building permit process.

Staff is presenting this item for discussion only.

ORDINANCE 2025-

AN ORDINANCE AMENDING CHAPTER 119: ZONING CODE OF THE VILLAGE OF MT. ZION, ILLINOIS CODE OF ORDINANCES

WHEREAS, the Village of Mt. Zion is a non-home rule municipality with Article VI Section 6A of the Illinois Constitution and pursuant to the powers granted to it under 65 ILCS 5/1-1 et seq.: and

WHEREAS, the Village of Mt. Zion Board of Trustees have determined that regulation of renewable energy systems within the zoning jurisdiction of the Village is necessary and advantageous and supports the public health, welfare, safety, and morals of the public and have authorized the same by vote of the Village Board.

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

SECTION 1: Chapter 119: Zoning Code, is hereby amended to include the following additional language:

ARTICLE IV RENEWABLE ENERGY SYSTEMS

DIVISION 1 WIND ENERGY SYSTEMS

Sec 1.1 Purpose. The purpose of this section is to further the goals and objectives of the Village of Mt. Zion in promoting the use of wind as an alternative energy source. This section regulates the siting, installation and operation of wind energy systems to allow the effective and efficient use of wind resources while protecting the health, safety, and welfare of nearby residents and the general public.

Sec 1.2 Wind Energy System Definitions.

- (1) Ambient Sound: The all-encompassing sound at a given location, usually a composite of sounds from many sources near and far. For the purpose of this section, the “ambient sound level” shall mean the quiescent background level, that is, the quietest of 10-second average sound levels measured when there are no nearby or distinctly audible sound sources. Daytime ambient measurements should be made during mid-morning, weekday hours while nighttime measurements should be made after midnight.
- (2) Anemometer Tower: A temporary wind speed indicator constructed for the purpose of analyzing the potential for utilizing a wind energy system at a given site. This includes the tower, base plate, anchors, cables and hardware, wind direction vanes, booms to hold equipment, data logger, instrument wiring, and any telemetry devices that are used to monitor or transmit wind characteristics over a period of time for either instantaneous wind information or to characterize the wind resource at a given location.
- (3) Horizontal-Axis Wind Turbine: A tower-mounted turbine in which the rotor is mounted horizontally.

- (4) Rotor: The rotating part of a wind turbine, including the blades and blade assembly or the rotating portion of the generator.
- (5) Rotor Diameter: The diameter of the circle swept by the rotor. For measurement purposes this means the distance from the outer-most tip of the blade to the center of the turbine rotor multiplied by two.
- (6) Shadow Flicker: A repetitive oscillation of light and shadow cast when light passes through and is interrupted by moving wind turbine blades.
- (7) Sound Level: The A-weighted sound pressure level in decibels (dB) (or the C-weighted level if specified) as measured using a sound level meter that meets the requirements of a Type 2 or better precision instrument according to the American National Standards Institute (ANSI) S1.4. The “average” sound level is time-averaged over a suitable period using an integrating sound level meter that meets the requirements of ANSI S12.43.
- (8) System Height: The vertical distance measured from the finished grade at the foot of the system to the outer-most tip of the rotor when the tip is at its highest point.
- (9) Tower-Mounted Wind Turbine: A wind turbine mounted on a structure that is designed and constructed primarily for the purpose of elevating and supporting a wind generator, including freestanding lattice towers, monopole towers or guyed towers.
- (10) Mt. Zion Zoning Jurisdiction: The unincorporated territory lying within one and one-half (1½) miles of the corporate limits of the Village of Mt. Zion, excluding the areas located within the zoning jurisdiction of another municipality.
- (11) Vertical-Axis Wind Turbine: A wind turbine in which the rotor is mounted vertically.
- (12) Wind Energy System (or “System”): A wind turbine and all directly supporting components, including any base, blade, foundation, generator, nacelle, rotor, tower, transformer, vane, wire, inverter, and batteries.
- (13) Wind Energy System, Building-Mounted: A relatively small wind turbine and components mounted on a building and which generates power for on-site use.
- (14) Wind Energy System, On-Site: A Wind Energy System that is incidental and subordinate to and which generates power for the principal use of the zoning lot on which it is situated. A wind energy system is considered on-site even if excess electricity is used by the utility company in exchange for a reduction in the cost of electrical power supplied by that company.
- (15) Wind Energy System, Pre-Existing: Any wind energy system which is operational on the effective date of this section.
- (16) Wind Energy System, Service Area: A wind energy system intended to provide power to a small grouping of uses within a single zoning district.
- (17) Wind Energy System, Utility:
 - 1) A wind energy system that exceeds the maximum system height, or maximum rotor diameter standards provided by this Section for an on-site tower-mounted wind energy system; or

2) Groupings of wind energy systems, often maintained by one entity, which generate power on-site to be transferred to a transmission system for distribution to customers.

(18) Wind Turbine: A rotary mechanical device that extracts energy from the wind for either direct mechanical use or conversion to electrical energy.

Sec. 1.3 Applicability.

1. The provisions of this section shall apply to wind energy systems erected and operated within the corporate limits of the Village of Mt. Zion and within the unincorporated territory lying within one and one-half (1½) miles of those corporate limits (Mt. Zion Zoning Jurisdiction) per statutory authority granted in 65 ILCS 5/11-13-26.
2. All zoning districts and zoning regulations cited are as enacted by the Village of Mt. Zion or Macon County, whichever is applicable to the subject property.
3. All wind energy systems shall be erected, constructed, installed and modified in conformance with the provisions of this section, and all other applicable regulations, as evidenced by the issuance of a Building Permit, and any other necessary zoning or development approvals.
4. Pre-existing wind energy systems shall be exempt from the provisions of this section with the exception of maintenance, removal of abandoned systems and those which specifically apply to pre-existing systems. Pre-existing wind energy systems shall be permitted to continue per the provisions of this section below.

Sec. 1.4 Temporary Wind Turbines. An anemometer tower is permitted in all zoning districts as a temporary use for no more than eighteen (18) months. An extension of this time period, not to exceed an additional eighteen (18) months, may be granted at the discretion of the Zoning Administrator upon submittal and review of sufficient evidence to support the requested extension.

Sec 1.5 Wind Energy Systems Permitted by Right.

1. *Building-Mounted Wind Energy Systems.* Within all zoning districts, a building-mounted wind energy system is permitted as an accessory use to any permitted principal use other than common-lot-line dwellings. A building-mounted wind energy system shall only be permitted within a condominium development if authorized by the condominium association board, and if provisions are made for the maintenance of said system in the condominium development bylaws or other applicable legal document, subject to the review and approval of the Village of Mt. Zion.

All building-mounted wind energy systems shall be subject to the following requirements:

- a. Design Standards as set forth in Sec. 1.9 below.

- b. Maximum Height: 10 feet as measured from the highest point of the roof for all uses in residential zoning districts; and 15 feet as measured from the highest point of the roof for all uses in non-residential zoning districts.
 - c. Maximum Rotor Diameter: 10 feet.
 - d. Minimum Setback: Shall be equal to the required minimum yard (front, rear, side) for the zoning district in which it is located. The setback shall be measured horizontally from the furthest outward extension of all moving parts to the nearest property line.
 - e. Minimum Separation: If more than one building-mounted wind energy system is installed, a minimum distance equal to the height of the highest system must be maintained between the bases of each system.
 - f. Maximum Quantity: The maximum number of systems per property shall be based on setback and separation requirements as set forth in this section.
 - g. Building Support: The building upon which the system is to be mounted shall be able to safely support operation of the wind energy system. Certification by a structural engineer licensed in the State of Illinois shall be required as part of the building permit process by the Village of Mt. Zion.
2. *On-Site Tower-Mounted Wind Energy System.* An on-site tower-mounted wind energy system is a permitted accessory use within all zoning districts. An on-site tower-mounted wind energy system shall only be permitted on the commons area within a condominium development if authorized by the condominium association board, and if provisions are made for the maintenance of said system in the condominium development bylaws or other applicable legal document, subject to the review and approval of the Village of Mt. Zion.

All on-site tower-mounted wind energy systems shall be subject to the following requirements:

- a. Design Standards as set forth in Sec. 1.9 below.
- b. Maximum System Height:
 - 1) Residential Zoning Districts: 120 feet.
 - 2) Non-Residential Zoning Districts: 175 feet, except that the maximum system height shall be limited to 120 feet if located within 500 feet of an existing residence or the boundary of a residentially zoned property.
- c. Maximum Rotor Diameter:
 - 1) Residential Zoning Districts: 30 feet.
 - 2) Non-Residential Zoning Districts: 70 feet, except that maximum rotor diameter shall be limited to 30 feet if located within 500 feet of an existing residence or the boundary of a residentially zoned property.
- d. Lot Size: No minimum lot size.

- e. Location: Entirely behind the principal building in residential and commercial zoning districts. Wind energy systems shall not be constructed on any public easement.
- f. Minimum Setback: A distance equal to the system height from all property lines, public street right-of-way lines and overhead utility lines. The setback shall be measured from the center of the tower's base. No guy wire anchors may extend closer than ten feet to the property line, or the distance of the required setback in the respective zoning district, whichever results in a greater setback.

Sec. 1.6 Wind Turbines Permitted by a Special Use Permit.

1. Service Area Tower-Mounted Wind Energy Systems. A service area tower-mounted wind energy system may be erected in all zoning districts with the issuance of a Special Use Permit. A Special Use Permit for a proposed service area tower-mounted wind energy system shall be evaluated in consideration of the factors set forth in Sec. 1.6 below and along with compliance to the design standards set forth in Sec. 1.9 below. A Special Use Permit application shall be submitted in accordance with this Ordinance. If the owner of a system is not the owner of land on which the system is located, the Village may require that a bond be posted, at time of approval of a Special Use Permit, for the removal of the system.

All service area tower-mounted wind energy conversion systems permitted as a special use shall be subject to the following requirements:

- a. Design Standards as set forth in Sec. 1.9 below.
 - b. Maximum System Height: 175 feet.
 - c. Maximum Rotor Diameter: 70 feet.
 - d. Minimum Setback: A distance equal to the system height from property lines of those properties which are not a part of the service area, public street right-of-way lines and overhead utility lines. The setback shall be measured from the center of the tower's base.
 - e. Maximum Quantity: As determined by the Special Use Permit.
2. Utility Tower-Mounted Wind Energy System. A utility tower-mounted wind energy system may be erected in all agricultural and industrial zoning districts as established by either the Village of Mt. Zion or by Macon County with the issuance of a Special Use Permit. A Special Use Permit for a proposed utility tower-mounted wind energy system shall be evaluated in consideration of the factors set forth in Sec. 1.6 below and along with compliance to the design standards of Sec. 1.9 below. A Special Use Permit application shall be submitted in accordance with this Ordinance. If the owner of a system is not the owner of land on which the system is located, the Village may require that a bond be posted, at time of approval of a Special Use Permit, for the removal of the system.

All utility tower-mounted wind energy conversion systems permitted as a special use shall be subject to the following requirements:

- a. Design Standards as set forth in Sec. 1.9 below.
- b. *Maximum System Height*: 400 feet.
- c. *Maximum Rotor Diameter*: 300 feet.
- d. *Lot Size*: The minimum lot size shall be equal to the minimum lot size for the zoning district in which the system is located.
- e. *Minimum Setback*: A distance equal to the total height of the system from all property lines, public street right-of-way lines and overhead utility lines. In addition said system shall be located a minimum of 1,200 feet from an existing residence or the boundary of a residentially zoned property. The setback shall be measured from the center of the tower's base.

Sec 1.6 Evaluation of Wind Energy System Special Use Permit

In evaluating a Special Use for a utility or residential service area tower-mounted wind energy system, the Zoning Administrator shall consider the following factors in addition to the requirements identified above:

1. Number of systems and their location;
2. The number of systems relative to the size of the parcel on which the systems are proposed to be located;
3. The height of the system relative to the size of the parcel on which the system is proposed to be located;
4. The need for the proposed height of the system in order to allow the system to operate efficiently;
5. The need for the rotor diameter and/or number of systems in order to serve the site effectively;
6. The uniformity of design, including tower type, color, number of blades, and direction of blade rotation for multiple system proposals;
7. The building density of the general area in which the system is proposed to be located;
8. The nature of existing and planned future land use on adjacent and nearby properties;
9. Proximity to an existing residence or residential zoning district.
10. Land use compatibility and impact on orderly development;
11. Location of other wind energy systems in the surrounding area;
12. Proximity to transmission lines to link the systems to the electric power grid;
13. Surrounding topography;
14. Proximity to environmentally sensitive areas and the environmental impact of the system;
15. Whether the design of the proposed system reflects compliance with the design standards of Sec. 1.9 below;

16. Whether a substantial adverse effect on public safety will result from the height or rotor diameter of the system or some other aspect of the system's design or proposed construction; and
17. Any other factors relevant to the proposed system.

Sec. 1.8 Wind Energy System Special Use Expiration. A Special Use Permit issued pursuant to this section expires if:

1. A building permit for the wind energy system has not been requested by means of a complete application within two years of approval of the Special Use Permit.
2. The wind energy system is abandoned and removed per the provisions of this section below.

Sec. 1.9 Design Standards. In addition to all other applicable requirements of this Section, wind energy systems shall be constructed in conformance with the following design standards:

1. Visual Appearance
 - a. *Tower Type:* Monopole type tower is required in all zoning districts.
 - b. *Color:* Non-reflective, non-obtrusive color such as off white, light gray, or other neutral color, or the color supplied by the manufacturer. The required coloration and finish shall be maintained throughout the life of the system.
 - c. *Lighting:* No artificial lighting is allowed unless required by the Federal Aviation Administration (FAA) or other applicable authority. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to surrounding land uses.
 - d. *Signs:* All signs, both temporary and permanent, are prohibited on a wind energy system with the exception of one warning sign no more than four square feet in area.
 - e. *Electrical System:* All on-site electrical transmission lines connecting a wind energy system to a building or public utility electricity distribution system shall be located underground. As-built plans shall be submitted showing the location of underground conduit and cable located within the public right-of-way.
2. Safety
 - a. *Tower Access:* Towers shall be designed to prevent climbing within the first 12 feet from the ground. Access to the tower shall be limited by locating all climbing apparatus to no lower than 12 feet from the ground and by providing any other applicable anti-climbing measures.
 - b. *Equipment Access:* All ground-mounted electrical and control equipment shall be labeled and secured to prevent unauthorized access.

- c. *Ground Clearance:* The minimum distance between the ground and any part of the rotor blade system of a tower-mounted horizontal-axis wind energy system shall be 20 feet. For a tower-mounted vertical-axis wind energy system, no moving portions of the turbine shall be located any closer than 10 feet above the adjacent finished grade.
 - d. *Overspeed Controls:* All on-site tower-mounted wind energy systems shall be equipped with automatic and manual braking systems. Utility tower-mounted wind energy systems shall be equipped with a redundant braking system, including both aerodynamic over-speed controls and mechanical brakes.
 - e. *Force Wind Standard:* At a minimum, a wind energy system shall be engineered to withstand a wind velocity 110 miles per hour.
3. Electromagnetic Interference. All wind energy systems shall be designed and sited such that no disruptive electromagnetic interference is caused to communication systems, contrary to Federal Communication Commission requirements for electromagnetic interference and/or other State or local laws. All turbines shall utilize nonmetallic rotor blades unless the applicant can supply documentation from an independent testing laboratory certifying that any proposed metallic blade rotor will not cause electromagnetic interference.
4. Vibration. All wind energy systems shall not produce vibrations which are humanly perceptible beyond the property on which a wind energy system is situated.
5. Sound Level Limitations

- a. The sound level limits identified below shall apply. Established Sound Level Measurement Procedures shall be used that account for ambient sound contributions.

Receiving Property	Hours of Operation	Sound Level Limits
Residential	10:00 pm – 7:00 am	45 dB(A)
Residential	7:00 am – 10:00 pm	55 dB(A)
Non-Residential	24 hours	60 dB(A)
Industrial	24 hours	65 dB(A)

- b. No system shall operate with an average sound level more than 5 dB (A) above the non-operational ambient level, as measured at the property line.
- c. To limit the level of low frequency sound, the average C-weighted sound level during system operation shall not exceed the A-weighted ambient sound level by more than 20 dB.
- d. Applications for wind energy systems requiring a Special Use Permit shall include an environmental sound impact study that gives:
 - 1) Certified manufacturer's specification of the sound emissions from similar turbines that specifically state that the overall sound level as

well as the 1/3-octave band levels measured in accordance with IEC 61400-11.

- 2) The expected maximum one minute averaged A- and C-weighted sound level at the property line with all turbines operating.
- 3) The daytime and nighttime quiescent ambient sound levels at the property line as measured by an environmental acoustics expert (board certified by the Institute of Noise Control Engineering).

6. Shadow Flicker

- a. Applications for wind energy systems requiring a Special Use Permit shall include a shadow flicker study. Using available software, the applicant shall show calculated locations of shadow flicker caused by a wind energy system and the expected duration in total number of hours per year of the flicker cast upon adjacent dwellings and residential zoning districts.
- b. Wind energy systems requiring a Special Use Permit shall be sited in a manner that does not result in significant shadow flicker impacts on adjacent properties. Significant shadow flicker is defined as more than 30 hours per year on any residential structure. The applicant has the burden of providing evidence that the shadow flicker will not have significant adverse impact. Potential shadow flicker shall be addressed either through siting or other approved mitigation measures.

7. Federal Aviation Administration (FAA) Compliance. All wind energy systems shall comply with all applicable regulations of the FAA, including required FAA permits for installation closer than two miles to an airport. The applicant shall be responsible for determining the applicable FAA regulations and securing the necessary approvals.
8. Industry Standards. All wind energy systems shall conform to applicable industry standards, including those of the American National Standards Institute (ANSI). Owners shall submit certificates of design compliance that equipment manufacturers have obtained from Underwriters Laboratories (UL), National Renewable Energy Laboratories (NREL), Det Norske Veritas (DNV), Germanischer Lloyd Wind Energie (GL), or an equivalent third party.

Sec. 1.10 Code Compliance. All wind energy systems shall meet the requirements of all other applicable codes and ordinances of the Village of Mt. Zion.

Sec. 1.11 Maintenance. All wind energy systems shall be maintained in good condition and in safe working order throughout the life of the system. If the system is not maintained in operational condition and/or poses a potential safety hazard, the owner shall immediately correct the situation at their expense. Any wind energy system found to be unsafe by the Zoning Administrator or appointed designee, must stop operation immediately upon notification. If the owner fails to correct the unsafe condition, the Zoning Administrator may remove or cause to be

removed, altered or repaired an unsafe wind energy system immediately and without notice, if, in his/her opinion, the condition of the system is such as to present an immediate threat to the safety of the public. If a wind energy system remains inoperable for a period of 180 days, it shall be deemed abandoned and the procedures under Sec. 1.13 applied.

Sec. 1.12 Violation. Should a wind energy system or any part thereof violate the requirements of this Section, the owner shall cease operations immediately. Upon receipt of a complaint or the notice of a complaint from the owner, the Zoning Administrator shall make a determination as to whether there is a violation requiring the immediate cessation of operation. The system may resume operation once the violation(s) have been remedied.

Sec. 1.13 Abandonment and Removal. A wind energy system shall be deemed abandoned if not functioning for a continuous period of 180 days, and there is no demonstrated plan to restore the equipment to operating condition. The Village will issue a Notice of Abandonment for the removal of an abandoned wind energy system as follows:

1. The Zoning Administrator is authorized to issue a Notice of Abandonment to the owner of a wind energy system that is deemed to be abandoned, and in cases where immediate safety is not of concern, the owner shall have 30 days from Notice receipt date to respond.
2. Following the 30-day response period, and if the Zoning Administrator determines that the system remains abandoned, the owner of the system shall remove the abandoned system at their expense within 180 days of the original Notice of Abandonment. A demolition permit shall be obtained for the removal of the abandoned system.
3. Failure to remove the abandoned system within said 180 days constitutes a violation of this Section. Following said 180 days, the Village, or a contractor hired by the Village, shall have the authority to enter the subject property and cause removal of the system at the owner's expense. In the case of such removal the Village may file a lien for reimbursement, of any and all expenses incurred by the Village without limitation, including attorney fees and accrued interest. For those cases in which the owner of a wind energy system is not the owner of land on which the system is located, the Village may execute the bond posted at the time of approval of the system.

Sec. 1.14 Pre-Existing Wind Energy Systems.

1. Pre-existing wind energy systems shall be allowed to continue. Routine maintenance shall be permitted on such pre-existing systems.
2. A building permit and any other necessary zoning and development approvals shall be obtained to alter, enlarge, extend, replace or relocate a pre-existing wind energy system.
3. If a pre-existing wind energy system is nonconforming with this Section, it shall not be altered, enlarged, extended or relocated such that the nonconformity of the system is increased.

4. Pre-existing wind energy systems that are substantially damaged or destroyed must be rebuilt to conform to this Section.

DIVISION 2 SOLAR ENERGY SYSTEMS

Sec. 1.1 Purpose. The Village of Mt. Zion finds that it is in the public interest to encourage the use and development of solar energy systems as a clean, renewable energy source and to help promote local, clean jobs. The purpose of this section is to facilitate the effective and efficient use of solar energy systems while protecting the public health, safety, and welfare of residents and the general public.

Sec. 1.2. Definitions.

1. *Solar Energy System:* A collection of photovoltaic (PV) panels or other devices that convert sunlight into electricity.
2. *Solar Array:* An accessory use solar energy system (see definition of Accessory Use in Article II, Division 1, Sec. 2.0(2)).
3. *Solar Farm:* A principal use solar energy system.

Sec. 1.3. Applicability. This section applies to new solar energy systems. Pre-existing solar energy systems are not required to meet the requirements of this section.

Sec. 1.4 Permits Required. Solar energy systems require all applicable permits.

Sec. 1.5 Solar Energy Systems Permitted by Right and by Special Use.

1. *Use Determination.* The Zoning Administrator shall determine if a system is a Solar Farm or a Solar Array based on its intended purpose and on the criteria for Accessory Uses outlined in this Ordinance.
2. *Building-Mounted Solar Energy Systems.* Building-mounted solar energy systems are permitted by right within all zoning districts and are exempt from further regulation of this Section.
3. *Ground-Mounted Solar Energy Systems.*
 - a. Solar Farms
 - 1) Solar farms are permitted in the A-1 – Agriculture District and I – Industrial District.
 - 2) Site plans for solar farms shall include the following: the number and location of inverters, solar panels, access drives, grid interconnection, and any other information required by the Zoning Administrator. Inverters shall be located at least 150’ from property lines.
 - 3) Solar farms located within 500 feet of a residential use must provide a landscape buffer such that shrubs and trees shall be provided with one tree and three shrubs for every 40 linear feet or fraction thereof along the lot lines. Alternative planting plans that create a sufficient barrier may be approved by the Zoning Administrator.
 - 4) Solar farms must comply with applicable state and local regulations, including the Village of Mt. Zion Code of Ordinances.

b. Solar Arrays

- 1) Solar arrays are permitted in all zoning districts.
- 2) Solar arrays must:
 - a. Meet all criteria for accessory structures outlined in this Ordinance; and
 - b. Comply with all other sections of this ordinance governing accessory structures.
- 3) Solar arrays are excluded from Gross Floor Area calculations.
- 4) The area beneath a solar array is considered open space if the following criteria apply:
 - a. It comprises no more than 50% of the lot area when combined with areas covered by paving for sidewalks, leisure, and recreational areas such as patios, tennis courts, and swimming pools; and
 - b. It does not comprise more than 25% of the total open space; and
 - c. There is a minimum clearance of seven feet six inches between the ground level and the underside of the solar panel assembly.
- 5) Solar arrays located in a residential district must be located behind the front face of the principal structure.

This Ordinance shall be in full force and effect from and after its passage approval and publication as required by law.

PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINIOS ON THE ____ DAY OF _____, 2025.

SIUDYLA _____

TIBBS _____

PATRICK _____

DOTY _____

KERNAN _____

SCALES _____

APPROVED:

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

Board Memorandum

TO: Honorable Mayor and Village Trustees

FR: Julie Miller, Village Administrator

RE: Ordinance Amending Chapter 103: Building Code of the Village of Mt. Zion, Illinois Code of Ordinances

DT: February 11, 2025

Presented for consideration is an ordinance amending the Village's Code of Ordinances adopting new building codes. The proposed codes are consistent with the City of Decatur's adopted codes. The Village of Forsyth and Macon County are expected to make similar updates in 2025. The proposed codes will take effect on plans reviewed and permits issued after September 1, 2025.

The main exception from the standard codes is R313. This section requires sprinkler systems in all new residential homes. Staff believes this is not necessary and it would slow or stop new residential home construction. Sprinklers will continue to only be required in commercial buildings based on use and size and apartment buildings. Sprinklers will not be required for single family homes, duplexes, condominiums or townhomes.

Once adopted, the Village is required to notify the Illinois Capital Development Board of the new codes at least 30 days before they go into effect.

I recommend approving the attached ordinance as presented.

Proposed Motion:

To approve the attached Ordinance Amending Chapter 103: Building Code of the Village of Mt. Zion, Illinois Code of Ordinances

ORDINANCE NO. 2025-5

AN ORDINANCE AMENDING CHAPTER 103: BUILDING CODE OF THE VILLAGE OF MT. ZION, ILLINOIS CODE OF ORDINANCES

WHEREAS, the Village of Mt. Zion acknowledges that the International Code Council is the most recognized tool in establishing minimum standards governing design, construction, alterations, enlargement, repair, demolition, removal and maintenance and use of buildings and structures; and

WHEREAS, the Village of Mt. Zion desires to adopt building codes and standards consistent with other government bodies and agencies within Macon County.

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

SECTION 1: The following codes and amendments are effective beginning September 1, 2025, for permit applications and the subsequent construction.

SECTION 2: S103-1 Adoption of Codes shall be deleted and replaced to read as follows:

That certain documents, known as, the 2021 International Building Code; 2021 International Residential Code; 2021 International Existing Building Code; 2021 International Mechanical Code; 2023 National Electrical Code; 2021 International Property Maintenance Code; 2021 International Fuel Gas Code; 2021 International Fire Code; the Plumbing Code of the State of Illinois Department of Public Health and as amended from time to time, and the 2021 International Energy Conservation Code; 2018 Illinois Accessibility Code; 2010 Americans with Disabilities Act, be and are hereby adopted by reference as the applicable minimum standards covering construction of commercial, industrial and dwelling structures within the Village of Mt. Zion, Illinois, together with all the regulations, provisions and terms contained therein, except where superseded by State Law or Local Ordinances amending the Building Code.

The above does not negate any other statutorily authorized code or regulation administered by State agencies. This includes, but is not limited to, the Illinois Environmental Barriers Act, the Illinois Accessibility Code, and administrative rules adopted by the Office of the State Fire Marshall (including the NFPA Life Safety Code).

SECTION 3: S103-2 (d) (e) (f) Code Changes Adopted shall be amended and replaced to read as follows:

(d) Whenever in said code reference is made to the board of appeals such shall be taken to mean and be construed to refer to the Mt. Zion Planning Commission and Zoning Board of Appeals.

(e)The following numbered articles or sections of said code are deleted therefrom, and the provisions thereof are not adopted hereby:

(1)Building Code Section No.

- a.103.2
- b.110.3.2

(2)Residential Building Code Section No.

- a.R103.2
- b.R309.5
- c.R313

(4)Property Maintenance Code Section No.

- a.103.2
- b.103.5

(f)The following numbered sections in said code are hereby modified and amended as herein indicated:

(1)All appendices shall likewise be deleted with the exception of Appendix G, "Flood Resistant Construction."

(2)Where terminology in the body of the code reads "by the fire code official" change to read "by the code official."

(3) Building Code 105.2 substitute "120 square feet" for "200 square feet".

(4) Residential Building Code R105.2 substitute "120 square feet" for "200 square feet".

PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS, ON THE 18TH DAY OF FEBRUARY, 2025.

SUIDYLA _____ DOTY _____

SCALES _____ KERNAN _____

TIBBS _____ PATRICK _____

Village Clerk

APPROVED:

Village President

ATTEST:

Village Clerk

_____ Ayes _____ Nays

STATE OF ILLINOIS)
)
COUNTY OF MACON) SS

I, the undersigned, Clerk of the Village of Mt. Zion, do hereby certify that the above and foregoing is a true, perfect and correct copy of Ordinance No. 2025-5 adopted at a meeting of the Board of Trustees of said Village held on February 18, 2025, and that the original of said Ordinance is in my custody as such Clerk pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Village this 18th day of February 2025.

Clerk - The Village of Mt. Zion

Board Memorandum

TO: Honorable Mayor and Village Trustees

FR: Julie Miller, Village Administrator

RE: Ordinance Implementing a Municipal Grocery Retailers' Occupation Tax and a Municipal Grocery Service Occupation Tax for the Village of Mt. Zion, Illinois

DT: February 12, 2025

Presented for consideration is an ordinance implementing a municipal grocery tax to replace the State of Illinois grocery tax that is set to expire on January 1, 2026. The attached ordinance was drafted by the Illinois Municipal League as a model ordinance. In 2024 the State of Illinois ended the 1% sales tax on groceries that is collected by the State and dispersed to municipalities. The law however allows for municipalities both home rule and non-home rule to assess the tax themselves by adopting an ordinance. This is not a new tax but a continuation of an existing tax that municipalities depend on to provide services such as police protection, street maintenance, and many other services.

A recent poll of municipalities by the Illinois Municipal Treasurers' Association regarding the issue revealed that 99% of those polled have or will be adopting the attached ordinance to maintain their current revenues. Large cities will lose millions of dollars per year, if they don't reestablish and continue to collect the sales tax on groceries. It is estimated that the City of Decatur would lose \$2 million per year. The Village of Mt. Zion will lose approximately \$50,000 annually if the attached ordinance is not approved.

Mt. Zion does not have a full-service grocery store, families in Mt. Zion buy most of their groceries in Decatur. Decatur is planning to discuss their ordinance in the next few months prior to the October 2025 deadline.

Sales tax is currently still being collected and disbursed by the State of Illinois through December 2025. If approved the attached ordinance must be filed with the Illinois Department of Revenue and will take effect January 1, 2026.

I recommend approving the attached ordinance as presented.

Proposed Motion:

To approve the attached Ordinance Implementing a Municipal Grocery Retailers' Occupation Tax and a Municipal Grocery Service Occupation Tax for the Village of Mt. Zion, Illinois as presented.

ORDINANCE NO. 2025-6

AN ORDINANCE IMPLEMENTING A MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX AND A MUNICIPAL GROCERY SERVICE OCCUPATION TAX FOR THE VILLAGE OF MT. ZION, ILLINOIS

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

WHEREAS, the Village of Mt. Zion is a non-home rule Illinois municipality pursuant to the Constitution of the State of Illinois of 1970, as amended; and,

WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) provides that, beginning on January 1, 2026, all Illinois municipalities may impose a tax “upon all persons engaged in the business of selling groceries at retail in the municipality” (the “Municipal Grocery Tax”) (65 ILCS 5/8-11-24); and,

WHEREAS, the Municipal Grocery Retailers' Occupation Tax may be imposed “at the rate of 1% of the gross receipts from these sales” (65 ILCS 5/8-11-24); and,

WHEREAS, any Municipal Grocery Retailers' Occupation Tax shall be administered, collected and enforced by the Illinois Department of Revenue; and,

WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) requires any municipality imposing a Municipal Grocery Retailers' Occupation Tax under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) to also impose a Service Occupation Tax at the same rate, “upon all persons engaged, in the municipality, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries” as “an incident to a sale of service” (the “Municipal Grocery Service Occupation Tax”) (65 ILCS 5/8-11-24); and,

WHEREAS, any Municipal Grocery Service Occupation Tax shall be administered, collected and enforced by the Illinois Department of Revenue; and,

WHEREAS, the President and Board of Trustees of the Village of Mt. Zion believe that it is appropriate, necessary and in the best interests of the Village of Mt. Zion and its residents, that the Village of Mt. Zion levy a Municipal Grocery Retailers' Occupation Tax as permitted by Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24); and,

WHEREAS, the President and Board of Trustees of the Village of Mt. Zion believe that it is appropriate, necessary and in the best interests of the Village of Mt. Zion and its residents, that the Village of Mt. Zion levy a Municipal Grocery Service Occupation Tax as permitted by Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24); and,

NOW, THEREFORE, be it ordained, by the President and Board of Trustees of the Village of Mt. Zion as follows:

Section 1. Incorporation of Recitals. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

Section 2. Municipal Grocery Retailers' Occupation Tax Imposed. A tax is hereby imposed upon all persons engaged in the business of selling groceries at retail in this municipality at the rate of 1% of the gross receipts from such sales made in the course of such business while this Ordinance is in effect. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

Section 3. Municipal Grocery Service Occupation Tax. A tax is hereby imposed upon all persons engaged in this municipality in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries as an incident to a sale of service. The rate of this tax shall be the same rate identified in Section 2, above. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

Section 4. Illinois Department of Revenue to Administer Both Taxes. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Illinois Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

Section 5. Clerk to file Ordinance with Illinois Department of Revenue. As required under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24), the Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before April 1, 2025.

Section 6. Effective Date. The taxes imposed by this Ordinance shall take effect on the later of: (i) January 1, 2026; (ii) the first day of July next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding April 1st; or, (iii) the first day of January next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding October 1st.

Section 7. Repeal of Conflicting Provisions. All ordinances, resolutions and policies or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

Section 8. Severability. If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

Section 9. Headings/Captions. The headings/captions identifying the various sections and subsections of this Ordinance are for reference only and do not define, modify, expand or limit any of the terms or provisions of the Ordinance.

Section 10. Publication. The Clerk is directed by the corporate authorities to publish this Ordinance in pamphlet form. This Ordinance shall be in full force and effect after its passage and publication in accordance with 65 ILCS 5/1-2-4.

PASSED THIS 18th day of February, 2025.

SUIDYLA _____

DOTY _____

SCALES _____

KERNAN _____

TIBBS _____

PATRICK _____

Village Clerk

APPROVED:

Village President

ATTEST:

Village Clerk

___ Ayes ___ Nays

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

I, the undersigned, Clerk of the Village of Mt. Zion, do hereby certify that the above and foregoing is a true, perfect and correct copy of Ordinance No. 2025-6 adopted at a meeting of the Board of Trustees of said Village held on February 18, 2025, and that the original of said Ordinance is in my custody as such Clerk pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Village this 18th day of February 2025.

Clerk - The Village of Mt. Zion

APPROVED THIS 18th day of February, 2025.

Mayor

ATTEST:

Clerk

Board Memorandum

TO: Honorable Mayor and Village Trustees

FR: Julie Miller, Village Administrator

RE: Resolution Approving and Authorizing the Execution of a Joint Funding Agreement with the Illinois Department of Transportation – Harry Land Trail Project

DT: February 12, 2025

Presented for consideration is a resolution approving a joint funding agreement with IDOT for the construction and engineering oversight for the Harry Land Trail project. The estimated cost of the project including engineering is \$191,337.50. The Village will be responsible for 10% of the cost and the State is paying for 90% of the total project cost. The Village's share will be paid for with Motor Fuel Tax Funds and was included in the 2025 Capital Improvement Plan and FY 2025 Budget.

The project is currently set to go out to bid in April. However, there is a possibility it could get pushed back to the June IDOT bid letting.

I recommend approving the attached resolution as presented.

Proposed Motion:

To approve the attached Resolution Approving and Authorizing the Execution of a Joint Funding Agreement with the Illinois Department of Transportation for the Harry Land Trail Project as presented.



LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
Village of Mt. Zion		Macon	18-00032-00-BT
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STATE ITEP	743022	DUATS	C103-2026

Construction

State Job Number	Project Number
C-97-016-23	

- Local Let/Day Labor
 Construction on State Letting
 Construction Engineering
 Utilities
 Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Harryland Road	FAU 7405	0.22 mile	From	To
			00.70	00.92

Location Termini
Sundance Drive to North Baltimore Avenue

Current Jurisdiction	Existing Structure Number(s)	
Mt. Zion	N/A	<input type="button" value="Remove"/>

PROJECT DESCRIPTION

The project consists of new 8-foot wide concrete shared use path along the south side of Harryland Road from Sundance Drive to Baltimore Avenue. The path will connect to an existing asphalt path at the southwest corner of the Sundance Drive intersection and extend 1,125 feet to the east to connect to an existing path. New ADA ramps and crosswalk will be provided at Sundance Drive intersection. New catch basins and storm sewer are also included.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Mt. Zion	18-00032-00-BT	C9701623	

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "STATE". The STATE and LPA jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "FHWA".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The STATE may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the LPA by the STATE or the federal funding source, (ii) the Governor or STATE reserves funds, or (iii) the Governor or STATE determines that funds will not or may not be available for payment. The STATE shall provide notice, in writing, to LPA of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the STATE, the STATE must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the STATE determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the STATE may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the STATE without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If LPA fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The LPA certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. LPA certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is LPA's responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The LPA certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. LPA certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. LPA certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the LPA, or its affiliate(s), is/are delinquent in the payment of any debt to the STATE, unless the LPA, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and STATE acknowledges the LPA may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The LPA certifies to the best of its knowledge and belief that its officials:
 - 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 agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

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commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 Construction of Fixed Works. The LPA certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the LPA shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 Criminal Convictions. The LPA certifies that neither it nor any managerial agent of LPA has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The LPA further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that STATE shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The LPA certifies that no funds have been paid or will be paid by or on behalf of the LPA to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the LPA certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 Telecom Prohibition. The LPA certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The LPA certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the LPA may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
 - any member of his or her immediate family;
 - his or her partner; or
 - an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that LPA's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The STATE may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the LPA relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the LPA from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 Organizational Conflict of Interest - The LPA certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or LPA or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The LPA certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

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pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the LPA shall use reasonable efforts to ensure that funding streams are delineated within LPA's accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 Single Audits: The LPA shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, LPA expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), LPA must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the STATE (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the STATE (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

- 3.2 STATE Audits: The STATE may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The LPA agrees to implement any audit findings contained in the STATE's authorized inspection or review, final audit, the STATE's independent audit, or as a result of any duly authorized inspection or review.
- 3.3 Record Retention. The LPA shall maintain for three (3) years from the date of final project closeout by the STATE, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 Accessibility of Records. The LPA shall permit, and shall require its contractors and auditors to permit, the STATE, and any authorized agent of the STATE, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the LPA with regard to the Project. The LPA in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized STATE representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the STATE's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the STATE (including auditors), by the state of Illinois or by federal statute. The LPA shall cooperate fully in any such audit or inquiry.
- 3.5 Failure to maintain the books and records. Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 LPA Appropriation Requirement. By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 Reimbursement Requests: For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
- 4.4 Financial Integrity Review and Evaluation (FIRE) program: LPA's and the STATE must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 Final Invoice: The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

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may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

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- 6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:
- a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Division of Cost
<input checked="" type="checkbox"/>	2.	Location Map
<input checked="" type="checkbox"/>	3.	Risk Assessment
<input checked="" type="checkbox"/>	4.	Attestations
<input checked="" type="checkbox"/>	5.	Resolution*
<input checked="" type="checkbox"/>	6.	Changes in Agreement Provisions
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

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AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Title of Official

Signature	Date

The above signature certifies the agency's TIN number is
376020411 conducting business as a Governmental Entity.

DUNS Number 032783268

UEI _____

APPROVED
 State of Illinois
 Department of Transportation

Omer Osman, P.E., Secretary of Transportation	Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets	Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer	Date

Michael Prater, Chief Counsel	Date

Vicki Wilson, Chief Fiscal Officer	Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
Village of Mt. Zion	Macon	18-00032-00-BT	C-97-016-23	

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction				State ITEP	\$150,603.75	*	Local	\$16,733.75	BAL	\$167,337.50
Construction Engineering				State ITEP	\$21,600.00	*	Local	\$2,400.00	BAL	\$24,000.00
Total				Total	\$172,203.75		Total	\$19,133.75		\$191,337.50

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*90% ITEP funds NTE \$172,203.75 (Construction Engineering portion 90% NTE \$21,600)

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

METHOD C - LPA's Share _____ Balance _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
Village of Mt. Zion	18-00032-00-BT	Macon		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years	0
	What is the LPA's history with federal-aid funded transportation projects?	0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years	1
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant	1
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay	0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	0 points - yes; 3 points - no	0
	What is the LPA's accounting system?	0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	0 points - yes; 3 points - no	0
Audits	When was the last time a financial statement audit was conducted?	0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review?; 2 points Other type? or no audit required; 3 points - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	0 points - no; 3 points - yes, or no audits required	0
	Have the findings been resolved?	0 points - yes or no findings; 1 point - in progress; 3 points - no	0

Summary of Risk	
General History of Performance	2
Financial Controls	0
Audits	0
Total	2

District Review Signature & Date
Mindy Jansen
 Digitally signed by Mindy Jansen
 Date: 2025.01.14 11:44:47 -06'00'

Central Office Review Signature & Date
Teresa Cline
 Digitally signed by Teresa Cline
 Date: 2025.01.17 17:45:48 -06'00'

Additional Requirements? Yes No

Local Public Agency	Section Number	State Job Number	Project Number
Village of Mt. Zion	18-00032-00-BT	C9701623	

**SCHEDULE NUMBER 4
Attestation on Single Audit Compliance**

1. In the prior fiscal year, did Village of Mt. Zion LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?
 Yes No

2. Does the Village of Mt. Zion LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current Village of Mt. Zion LPA fiscal year?
 Yes No

If answers to question 1 and 2 are no, please proceed to the signature section.
 If answer to question 1 is yes, please answer question 3a.
 If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the Village of Mt. Zion LPA performed a single audit for their previous fiscal year?
 Yes No
 i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?
 Yes No

b. For the current fiscal year, does the Village of Mt. Zion LPA intend to comply with Subpart F of 2 CFR 200?
 Yes No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
Julie A. Miller	Village Administrator	Village of Mt. Zion

Signature & Date
Julie Miller Digitally signed by Julie Miller
 Date: 2025.01.14 11:03:04
 -06'00'

Local Public Agency	Section Number	State Job Number	Project Number
Village of Mt. Zion	18-00032-00-BT	C9701623	

SCHEDULE NUMBER 5

Resolution No. _____

A Resolution for:

Section Number 18-00032-00-BT

State Job Number C-97-016-23

Project Number _____

WHEREAS, the Village of Mt. Zion is proposing to
install an 8-foot shared use path along Harryland Road

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the Village Board

Section 1: The Village Board hereby appropriates \$50,000.00
or as much as may be needed to match the required funding to complete the proposed improvement from
local funds and furthermore agree to pass a supplemental resolution if necessary to
appropriate additional funds for completion of the project.

Section 2: The Village Board Chairman is hereby authorized to execute an AGREEMENT with IDOT
for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The Village Clerk of Mt. Zion is directed to transmit 2 (two) copies of the AGREEMENT
and Resolution to IDOT District 7 Bureau of Local Roads and Streets.

I, Dawn Reynolds Village Clerk in and for said Village
Name of Clerk Local Public Agency Type Local Public Agency Type
of Mt. Zion in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
_____ of Mt. Zion at a meeting held on _____
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____ ..
Day Month, Year

(SEAL)

Clerk Signature & Date

Approved
Regional Engineer Signature & Date
Department of Transportation

Instructions for BLR 05310C Page 1 of 4

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets (BLRS) Manual, Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency

Name of Local Public Agency Insert the name of the LPA.

County Insert the name of the county in which the LPA is located.

Section Number Insert the section without dashes. The dashes are automatically inserted.

Fund Type Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.).

ITEP, SRTS, HSIP, Number Insert the ITEP, SRTS, HSIP number assigned to this project.

MPO Name From the drop-down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are:

Bi-State	Bi-State Regional Commission
CMAP	Chicago Metropolitan Planning Organization
CUUATS	Champaign/Urbana Urban Area Transportation Study
DATS	Danville Area Transportation Study
DMATS	Dubuque
DSATS	DeKalb/Sycamore Area Transportation Study
DUATS	Decatur Urbanized Area Transportation Study
EWGCG	East-West Gateway Council of Governments
KATS	Kankakee Area Transportation Study
MCRPC	McLean County Regional Planning Commission
PPUATS	Peoria/Pekin Urban Area Transportation Study
RPC	Region 1 Planning Council
SATS	Springfield Area Transportation Study
SEMPO	South East Metropolitan Planning Organization
SIMPO	Southern Illinois Metropolitan Planning Organization
SLATS	State Line Area Transportation Study

MPO Tip Number Insert MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A"

Construction

 Job Number Insert the job number assigned for the construction portion, the number will begin with a "C"

 Project Number Insert the project number assigned to the construction portion of this project.

Local Let/Day Labor Check this box if the construction portion of this project will be local let or day labor.

Construction on State Letting Check this box if the construction portion of this project will be on a state held letting.

Construction Engineering Check this box if the construction portion of this project will involve construction engineering.

Utilities Check this box if the construction portion of this project will involve utility work.

Railroad Work Check this box if the construction portion of this project will involve railroad work.

Location

Use the add location button

Local Street/Road Name Insert the local street/road name.

Key Route Insert the key route of the street/road listed above.

Length Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.

Station

 From Insert the beginning station of the project as it pertains to the key route for this location for this project

 To Insert the ending station of the project as it pertains to the key route for this location for this project.

Location Termini Insert the beginning and ending termini as it pertains to this location for this project.

Existing Structure Number(s) Insert the existing structure number(s) for this project.

Use the add location button to add additional locations if needed for up to a total of five locations. If there are more than five locations, use various.

Project Description

Project Description Insert a description of the work to be accomplished by this project.

Instructions for BLR 05310C Page 2 of 4

Agreement Signatures Execution

Local Public Agency	The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number, DUNS Number, and the UEI (note the UEI will be replacing the DUNS Number https://sam.gov/content/duns-uei).
Illinois Dept. of Transportation	The appropriate IDOT official shall sign and date here.

Schedules

Within the schedule table, check the box as applicable. Insert the item number of the schedule and a description of the item.

1. Location Map - Attach a location map to this agreement showing all locations being improved by this project.
2. Location Map - Attach a location map to this agreement showing all locations being improved by this project.
3. Division of Cost — See separate instructions for completing this page. (All Agreements)
4. Risk Assessment - See separate instructions for completing these pages. (All Agreements)
5. Attestations - See separate instructions for completing this page. (All Agreements)
6. Resolution — The LPA must pass an appropriation resolution covering the local share of the project and must grant signature authority to the signee. Attach the resolution as Schedule 5. (check the box at the bottom of Agreement Signatures page) If BLR 09110 or BLR 09120 are used to appropriate local fund, attach these forms to the signature authorization resolution.

For additional schedules, check the selection box and insert a schedule number and a short schedule description / name and attach it to the agreement.

Division of Cost (Schedule 1) Instructions

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.

Lump-sum to be utilized second not to exceed \$20,000 EDP funds.

Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount.

Example: Maximum STR participation 80% not to exceed \$100,000.
Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds.

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work	Choose the type of work from the drop-down list. Types to choose from are: Participating Construction, Non-Participating Construction, Construction Engineering, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type from the drop-down.
Amount	Insert the amount of federal funds for the type of listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete with following for state funds.
Fund Type	Choose the type of state fund type from the drop-down.
Amount	Insert the amount of state funds for the type of listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	
Fund Type	Choose the type of LPA funds from the drop-down.
Amount	Insert the amount of LPA funds for the type of listed under fund type.
%	Insert the percentage of LPA funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

For State-Let Construction Projects

Method of Financing	This area is for state-let contract only. Check one.
Method A	If this box is checked, insert the dollar amount equal to 80% of the LPA's total obligation.
Method B	If this box is checked, insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.
Method C	If this box is checked, insert the dollar amount of the LPA's share of the construction costs for this project.

Instructions for BLR 05310C Page 3 of 4

LRS Federal Funds Risk Assessment (Schedule 3) Instructions

The LPA shall complete the risk assessment to the best of their knowledge.

District staff will review the assessment and make recommendations for risk monitoring based on the results of the assessment. If monitoring is required above normal policy procedures, those requirements shall be itemized in the Additional Requirements box. Appropriate full-time district staff will approve the assessment by signing and dating in the box provided.

Attestation on Single Audit Compliance (Schedule 4) Instructions

The LPA shall complete the risk assessment to the best of their knowledge.

The appropriate local agency official shall certify the attestation by signing and dating in the box provided.

A minimum of two (2) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. If the DocuSign process is used no physical copies are required to be submitted.

Upon execution distribution will be as follows:

LPA
Bureau of Local Roads & Streets

Printing Instructions

For the document to print properly, please make sure "Orientation" is set to "Auto" (see image below) within the print dialog window. If this setting is not chosen, then some pages may be cut off during the printing process.

Orientation:
 Auto Portrait Landscape



Sample Resolution

RESOLUTION No: _____

A Resolution for:

Section No: _____

Job No.: _____

Project No.: _____

WHEREAS, the [city, village, town, county] of _____ is proposing to _____.

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the {Board} :

Section 1: The {Board} hereby appropriates \$ _____, _____ or as much as may be needed to match the required funding to complete the proposed improvement from {Local fund source} and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The {Local Official or delegate} is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The _____ Clerk of _____ is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District __ Bureau of Local Roads and Streets.

I, _____, _____ Clerk in and for _____, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution approved by the _____ at its meeting on the _____ day of _____, 20__.

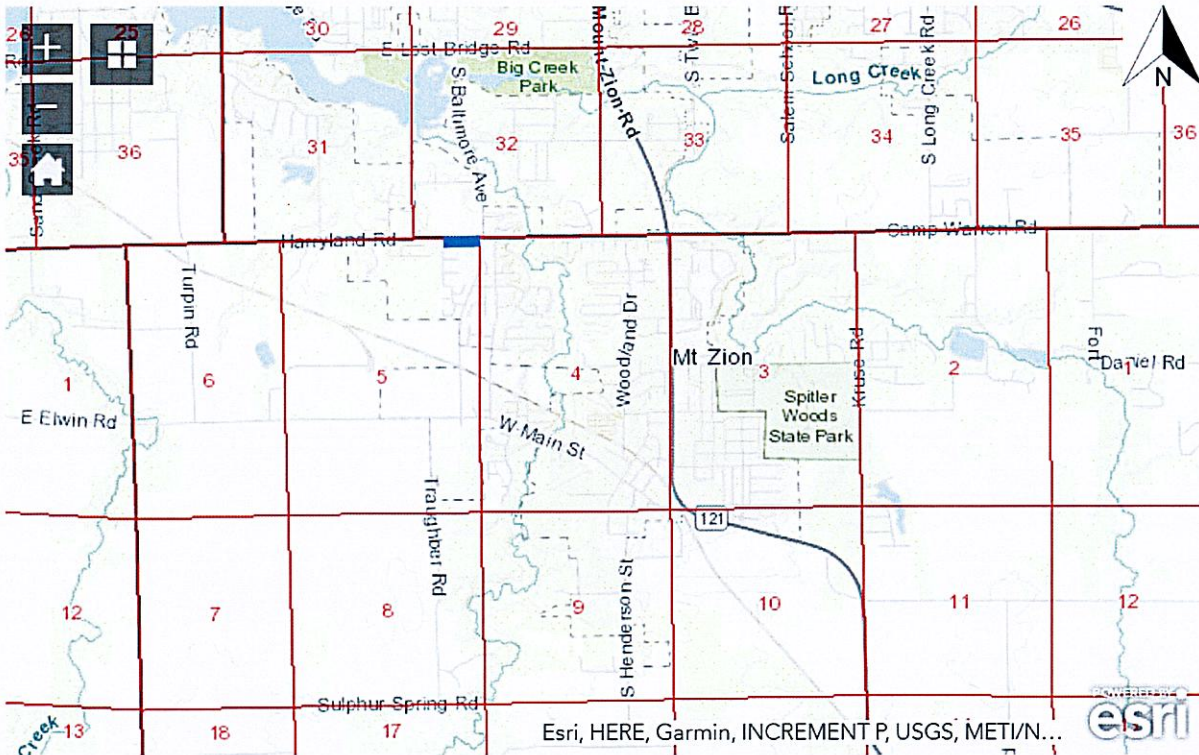
IN TESTIMONY WHEREOF; I have unto set my hand and seal, at my office, this _____ day of _____, 20__.

(seal)

Figure 1 – Location Map

Bike Path along Harry Land Road Sundance Drive to Baltimore Avenue Mt Zion, IL

Improvements extend along the south side of Harry Land Road from Sundance Drive to Baltimore Avenue and include crossings at the intersections with Sundance Drive and Baltimore Avenue.



 Project Limits

Local Agency Village of Mt Zion
Section Number 18-00032-00-BT
Job Number C-97-016-23

Schedule # 6

CHANGES IN AGREEMENT PROVISIONS
FORM BLR 05310C - STATE FUNDS ONLY

WHEREAS, it is necessary to revise certain portions of the Agreement.

BE IT MUTUALLY AGREED that the following shall be revised as follows:

Delete all references to the Federal Highway Administration (FHWA) and specific federal requirements.

Board Memorandum

TO: Honorable Mayor and Village Trustees

FR: Corey McKenzie, Village Treasurer

RE: Resolution 2025-3 Motor Fuel Tax Program

DT: February 6, 2025

Presented for consideration is this year's Motor Fuel Tax (MFT) resolution for the maintenance of streets within the Village. The attached resolution was prepared by MSA Professionals and is an IDOT requirement to authorize expenditures from the MFT Fund for 2025.

As in previous years this resolution includes street patching materials, salt and sand for ice removal, street sweeping, traffic control maintenance, sign maintenance, and storm sewer maintenance for the period of January 1 to December 31, 2025.

The list of items was compiled by Director of Public Works, Chad Reynolds, and myself. All items, including engineering, total \$92,187.

The current balance of the MFT Fund is \$928,721. The Village is expected to receive approximately \$265,000 of MFT funds in the upcoming year. A majority of the remaining balance of the funds will be used for the Phase 2 South Lake Subdivision Rehab project this summer.

Proposed Motion:

To approve the attached MFT Resolution 2025-3 for Maintenance Under the Illinois Highway Code in the amount of \$100,000 as presented.



District	County	Resolution Number	Resolution Type	Section Number
7	Macon		Original	25-00000-00-GM

BE IT RESOLVED, by the Board of the Village of Mount Zion Illinois that there is hereby appropriated the sum of One Hundred Thousand Dollars (\$100,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/25 to 12/31/25

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Mount Zion

shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Dawn Reynolds Village Clerk in and for said Village of Mount Zion in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Board of Mount Zion at a meeting held on 02/18/25

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 18 day of February, 2025

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation



Submittal Type

Estimate of Maintenance Costs

District Estimate of Cost for

Local Public Agency	County	Section Number	Beginning	Ending
Village of Mount Zion	Macon	25-00000-00-GM	01/01/25	12/31/25

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
1. Street Sweeping	IIA	No	Sweeper and Operator	EA	3	\$6,700.00	\$20,100.00	\$20,100.00
2. Traffic Signal Operation	IIA	No	Utility Fee	LS	1	\$4,000.00	\$4,000.00	\$4,000.00
3. Tree Maintenance	IIA	No	Tree Trimming	LS	1	\$12,000.00	\$12,000.00	\$12,000.00
4. Storm Sewer Maintenance	IIA	No	Vacuum Truck	LS	1	\$19,500.00	\$19,500.00	\$22,000.00
			Culvert Repair	EA	5	\$500.00	\$2,500.00	
5. Snow Removal	IIA	No	Salt	TN	120	\$100.00	\$12,000.00	\$15,750.00
			Sand	TN	250	\$15.00	\$3,750.00	
6. Signage	IIA	No	Signs & Hardware	LS	1	\$5,500.00	\$5,500.00	\$5,500.00
7. Patching	IIA	No	M19 Cold Patch	TN	100	\$100.00	\$10,000.00	\$10,000.00
Total Operation Cost								\$89,350.00

Estimate of Maintenance Costs

Submittal Type Original

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
Village of Mount Zion	Macon	25-00000-00-GM	01/01/25	12/31/25

Estimate of Maintenance Costs Summary

	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Maintenance				
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)	\$89,350.00			\$89,350.00
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)				
Maintenance Total	\$89,350.00			\$89,350.00

Estimated Maintenance Eng Costs Summary

	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Maintenance Engineering				
Preliminary Engineering	\$2,837.00			\$2,837.00
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total	\$2,837.00			\$2,837.00
Total Estimated Maintenance	\$92,187.00			\$92,187.00

Remarks

SUBMITTED

Local Public Agency Official Signature & Date

Title

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date

Department of Transportation



Maintenance Engineering to be Performed by a Consulting Engineer

Local Public Agency	County	Section Number
Village of Mt. Zion	Macon	25-00000-00-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of the maintenance operations (BLR 14222), shall consist of the following:

PRELIMINARY ENGINEERING shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program; preparation of the maintenance resolution (BLR 14220 for municipalities and counties), maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract, quotations, and/or acceptance (BLR 12330) form. Also, preparation of the maintenance expenditure statement which must be submitted to IDOT within 3 months of the end of the maintenance period.

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install and check material invoices of those maintenance operations requiring engineering field inspection. For operations requiring material testing ensure the testing is completed by a qualified firm.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. Only one base fee can be charged per maintenance period. For furnishing engineering inspection, the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each maintenance group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each maintenance group shall be applied to the total final cost of that group for the times which required engineering inspections. In no case shall this be construed to include supervision of the contractor operations.

SCHEDULE OF FEES

Total of all Maintenance Operations:

<= \$20,000 Base Fee > \$20,000 Base Fee = \$1,250.00

PLUS					
Maintenance Engineering Category	Preliminary Engineering		Engineering Inspection		Operation(s) to be Inspected
	Maximum Fee %	Negotiated Fee %	Maximum Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%	2%	1%		NA
IIB	3%		3%		NA
III	4%		4%		NA
IV	5%		6%		NA

The LPA certifies that the selection of the ENGINEER was performed in accordance with the Local Government Professional Service Selection Act 50 (ILCS 510/1-510/8) and procedures outlined in Chapter 5 of the DEPARTMENT's Bureau of Local Roads and Streets Manual.

BY:
Local Public Agency Signature & Date

Title

Village Administrator


BY:
Consulting Engineer Signature & Date

Josh Doo Josh Doo
2025.02.10 08:43:36 -06'00'

Title

Project Engineer

P.E. Seal & Date



2025.02.10
08:44:05 -06'00'

Approved:
Regional Engineer, IDOT Signature & Date

Board Memorandum

TO: Honorable Mayor and Village Trustees

FR: Dawn Reynolds, Village Clerk

RE: Resolution Approving the Destruction of Audio or Video Recordings of Closed Session Meetings as Authorized by the Illinois Open Meetings Act

DT: February 4, 2025

Presented for consideration is a resolution approving the destruction of audio or video recordings of closed session meetings. State Statutes require the recording of all closed sessions and permits governmental bodies to destroy the verbatim records if the minutes have been approved and at least 18 months have passed since the meeting date. The recording of the meeting may be erased even if the minutes have not been released.

The attached resolution lists the date to be destroyed. The minutes from this meeting have been approved.

Proposed Motion:

To approve the attached Resolution No. 2025-4 Approving the Destruction of Audio or Video Recordings of Closed Session Meetings as Authorized by the Illinois Open Meetings Act as presented.

RESOLUTION NO. 2025-4

February 18, 2025

A RESOLUTION APPROVING THE DESTRUCTION OF AUDIO OR VIDEO RECORDINGS OF CLOSED SESSION MEETINGS AS AUTHORIZED BY THE ILLINOIS OPEN MEETINGS ACT

WHEREAS, the Open Meetings Act requires governmental bodies to audio or video record their closed meetings; and

WHEREAS, the Open Meetings Act permits governmental bodies to destroy the verbatim record of closed meetings without notification to or the approval of a Records Commission or the State Archivist not less than eighteen (18) months after the completion of the meeting recorded, but only after:

1. It approves the destruction of a particular recording; and
2. Approves written minutes of the closed meeting; and

WHEREAS, for the verbatim record by tape of the meeting(s) set forth in Section 1 of this Resolution, at least eighteen (18) months have passed since the completion of those meetings, and this governmental body has approved written minutes for each of the meetings or portions of meetings set forth in Section 1; and

WHEREAS, this governmental body may order the destruction of the verbatim record even if it continues to withhold the approved written minutes of the closed session until some later period of time;

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS, as follows:

SECTION 1: Based upon the statements made within the preamble to this resolution, the Mayor and Village Board of Trustees of the Village of Mt. Zion hereby order the destruction of the verbatim record being an audio or video tape of the following meetings:

June 20, 2022 Collective Bargaining

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval according to law.

DOTY	_____	SCALES	_____
SIUDYLA	_____	KERNAN	_____
PATRICK	_____	TIBBS	_____

Passed this 18th day of February, 2025.

Village Clerk

Approved:

Village President

Attest:

Village Clerk

Board Memorandum

TO: Honorable Mayor and Village Trustees

FR: Dawn Reynolds, Village Clerk

RE: Resolution Approving the Release of Closed Session Minutes as Authorized by the Illinois Open Meetings Act

DT: February 4, 2025

Presented for consideration is a resolution approving the release of closed session minutes. State Statutes require the review of closed session minutes semi-annually and all minutes with resolved issues should be opened to the public. Enclosed are copies of those minutes for your review. All minutes have been previously approved and signed off by each board member. If you review the minutes and feel that the issues are not resolved, please contact me prior to the meeting. The board can enter closed session to discuss any concerns before approving the resolution to open the attached list of closed session meeting minutes.

Proposed Motion:

To approve the attached Resolution No. 2025-5 Approving the Release of Closed Session Minutes as Authorized by the Illinois Open Meetings Act as presented.

RESOLUTION NO. 2025-5

February 18, 2025

A RESOLUTION APPROVING THE RELEASE OF CLOSED SESSION MINUTES AS AUTHORIZED BY THE ILLINOIS OPEN MEETINGS ACT

WHEREAS, the Mayor and Village Board of Trustees of Mt. Zion have met from time to time in closed session for purposes authorized by the Illinois Open Meeting Act; and

WHEREAS, pursuant to the requirements of Illinois Compiled Statutes, 5ILCS 120/2.06, the Mayor and Village Board of Trustees have reviewed all closed session minutes; and

WHEREAS, they have determined that a need for confidentiality does not still exist as to the closed session minutes set forth on Schedule "A" attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS, as follows:

SECTION 1: The Closed Session Minutes from those meetings set forth on Schedule "A" attached hereto are hereby released.

SECTION 2: This Resolution shall be in full force and effect from and after its passage.

DOTY	_____	SCALES	_____
SIUDYLA	_____	KERNAN	_____
PATRICK	_____	TIBBS	_____

Passed this 18th day of February, 2025.

Village Clerk

Approved:

Village President

Attest:

Village Clerk

SCHEDULE "A"

February 18, 2025

**CLOSED SESSION MINUTES
RECOMMENDED FOR RELEASE:**

October 21, 2024 Personnel



410 W. MAIN STREET
MT. ZION, IL. 62549

JANUARY 2025 MONTHLY HIGHLIGHTS

- **POSSESSION OF METHAMPHETAMINE, POSSESSION OF A FIREARM/FELON-** On January 8th an officer stopped a vehicle for a traffic violation. When signaled to pull over, the driver initially kept driving. The officer observed the driver appear to reach under his seat before stopping. Once stopped the officer had the driver exit the vehicle. The vehicle was searched and officers found Cannabis, Methamphetamine, and a small handgun. The driver, a 48 yoa male, was arrested on several charges including Possession of Methamphetamine, Unlawful Possession of a Firearm by a Felon, and several traffic violations.
- **DECEASED PERSON-** On January 16th officers were detailed to an apartment on Woodland Drive regarding a possible overdose. On arrival officers found the victim, a 43 yoa female, on the floor and unconscious. Officers began CPR until EMS Personnel arrived. There were numerous physical signs of prolonged drug use on the victim's body. The apartment resident, a 63 yoa male, told officers he believed she had suffered an overdose, but provided no other specifics. The male would only provide vague answers to questions regarding the victim's identity or how she came to be at his apartment. The victim was transported to St. Mary's Hospital and pronounced deceased an hour after being transported. This incident is still under investigation.
- **FORGERY-** On January 28th a youth wrestling tournament was held at the Mt. Zion Intermediate School. An adult male, approached the concession stand and asked the student worker to make change for a \$100 dollar bill. The student complied and gave the male five \$20 dollar bills. The student's parent later arrived she examined the \$100 dollar bill and found it to be fraudulent. The School Resource Officer reviewed video and reached out to other school districts regarding this incident. The officer was able to identify the suspect as a 34 year old male from Clinton. On January 30th the suspect turned himself into the Mt. Zion Police Department. He was given a Notice to Appear for Forgery and released.

Traffic Citations	55	Traffic Crashes	7
Criminal Arrests	6	Ordinance Citations	0