



## Village of Savoy

Wednesday, March 4, 2020 – 7:00 p.m.

### Village of Savoy Board of Trustees Meeting

#### Meeting Location:

Robert C. McCleary Municipal Center  
611 North Dunlap Avenue, Savoy, IL

**Note: The full Board of Trustees Meeting packet is now available at least 48 hours prior to the meeting on-line at: [www.village.savoy.il.us](http://www.village.savoy.il.us)**

### AGENDA - BOARD OF TRUSTEES MEETING

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. AUDIENCE PARTICIPATION
4. CONSENT AGEN
  - A. MINUTES - Board of Trustees of 2-12-2020
  - B. MINUTES - Board of Trustees of 2-19-2020
5. OTHER AGENDA ITEMS – MAY BE DISCUSSED BUT NOT ACTED ON
6. BUSINESS
  - A. **ORDINANCE NO. 2020-02 – ORDINANCE APPROVING A CONTRACT TO PURCHASE REAL ESTATE LOCATED AT 103 N. DUNLAP AVENUE AND 110 W. CHURCH STREET, SAVOY, ILLINOIS**
  - B. **HUMAN FESTIVAL EVENT REQUEST FOR FUNDS – LARRY KANFER**
7. STAFF REPORTS
  - A. CHAMPAIGN COUNTY SHERIFF'S DEPARTMENT
  - B. ASSISTANT VILLAGE MANAGER & DIRECTOR OF PUBLIC WORKS/ENGINEER
  - C. ASSISTANT DIRECTOR OF PUBLIC WORKS
  - D. ZONING ADMINISTRATOR
  - E. DIRECTOR OF PLANNING AND ECONOMIC DEVELOPMENT
  - F. VILLAGE CLERK
  - G. VILLAGE ATTORNEY
8. **CORRESPONDENCE/THANK YOUS, MISC. – See Correspondence, etc. in your folder.**
9. **BOARD OF TRUSTEES COMMUNICATIONS**
10. **FUTURE MEETINGS (All meet at Robert C. McCleary Municipal Center, 611 N. Dunlap, unless otherwise noted) (SEE MARCH 2020 CLERK'S CALENDAR)**
11. **ADJOURN**



# Village of Savoy

Robert C. McCleary Municipal Center  
611 North Dunlap Avenue  
Savoy, IL

**MINUTES OF**  
**BOARD OF TRUSTEES MEETING**

DATE: February 12, 2020 PLACE: ROBERT C. MCCLEARY MUNICIPAL CENTER  
611 North Dunlap Avenue  
Savoy, IL 61874

TRUSTEES PRESENT: President Joan E. Dykstra  
Trustee John P. Brown  
Trustee Jan Carter Niccum  
Trustee A. J. Ruggieri  
Trustee Dee Shonkwiler  
Trustee Bill Vavrik

TRUSTEES ABSENT: Trustee Heather Mangian

STAFF/PERSONNEL  
PRESENT: Dick Helton, Village Manager  
Dan Davies, Zoning Administrator  
Billie Jean Krueger, Village Clerk

STAFF/PERSONNEL  
ABSENT: Dennis Donaldson, Director of Planning & Econ. Dev  
Levi Kopmann, Assistant Village Manager/  
Public Works/Engineer  
Marc Miller, Village Attorney

GUESTS PRESENT: Lt. Tony Shaw, Champaign County Sheriff Dept.

CONVENED: 7:00 P.M.  
ADJOURNED: 7:50 P.M.

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## 1. CALL TO ORDER AND ROLL CALL

President Dykstra called the meeting to order at 7:00 p.m. Roll was called of President Dykstra and all Trustees with President Dykstra and all Trustees answering present, except Trustee Mangian was absent, and a quorum declared.

## **2. PLEDGE OF ALLEGAIANCE**

President Dykstra led the Pledge of Allegiance to the flag.

## **3. PUBLIC PARTICIPATION**

President Dykstra asked if there was any public participation. No public participation.

## **4. OTHER AGENDA ITEMS**

President Dykstra asked for other agenda items to be added. None were added

## **5. APPROVAL OF MINUTES – CONSENT AGENDA**

Minutes of Board of Trustees of 1-8-2020 and Board of Trustees of 1-22-2020:

**Trustee Vavrik made a motion to approve the Minutes of Board of Trustees Meeting of 1-8-2020 and Board of Trustees Meeting of 1-22-2020, as presented, seconded by Trustee Shonkwiler;**

**By Trustee vote: Brown, yes; Niccum, yes; Ruggieri; yes; Shonkwiler; yes; and Vavrik, yes.**

**Absent: Trustee Mangian**

**Motion carried.**

## **6. BUSINESS**

### **A. DISCUSSION ON HOME RULE VS. NON-HOME RULE**

President Dykstra and the Trustees discussed the pros and cons of Savoy becoming a home rule community and putting this question for a referendum on the ballot and they have until August to decide whether to have a referendum.

Trustee Niccum stated he had been a proponent on the home rule topic for five to six years now, because he thought this would allow Savoy to raise its gas tax. Niccum stated he had talked with the Mayor of Tuscola, who, at first, was fearful of abuse of the system, but that Mayor said there had been no complaints from its residents on how that Village handled the home rule status.

Niccum stated having the home rule status could possibly generate funds for a project like the Pheasant Run improvement project in Savoy, but he believed the Trustees need to talk about it more and keep up with legislation.

President Dykstra brought up the matter of the Municipal Motor Fuel Tax Law Update regarding SB 119 which amended the new municipal motor fuel tax law and maybe as a municipality the legislature could give Savoy the ability to levy an additional \$0.03 motor fuel tax.

Trustee Vavrik stated he did not believe home rule is just for raising the gas tax and he would like to find out what other benefits there are for Savoy residents and would it be possible to put on the ballot a question about motor fuel tax, rather than home rule.

Trustee Brown stated he believed home rule is authority to fund like the state and being a non-home rule municipality is like what we are now and can do what the statues say you can do and he doesn't think he would vote for becoming a home rule municipality and should give the voters the decision. He is kind of torn if the only reason for becoming home rule is for the gas tax issue.

President Dykstra stated she believed there are pros and cons of putting it on the ballot, and as a Board, we need to better understand the home rule aspect.

Niccum thanked everyone for putting this topic on the agenda and for all of the good discussion.

## **7. STAFF REPORTS**

### **A. VILLAGE MANAGER**

Village Manager Dick Helton presented his written monthly report for the month of January, 2020.

Helton also updated President Dykstra and the Trustees on the status of the purchase of the Brown Woods property on Church Street and Dunlap Avenue.

### **B. ASSISTANT VILLAGE MANAGER/PUBLIC WORKS/ENGINEER and ASSISTANT DIRECTOR OF PUBLIC WORKS**

Assistant Village Manager/Public Works/Engineer, Levi Kopmann presented the Public Works Department's written monthly report for the month of January, 2020.

### **C. ZONING ADMINISTRATOR**

Dan Davies, Zoning Administrator, presented the Zoning Report for the month of January, 2020, together with Building Permit Detail Report for the month of January, 2020.

### **D. DIRECTOR OF PLANNING AND ECONOMIC DEVELOPMENT**

Dennis Donaldson presented his written monthly report for the month of January, 2020.

### **E. CLERK**

Billie Krueger presented the Village Clerk's written monthly report for the month of January, 2020

### **F. VILLAGE ATTORNEY**

Village Attorney Marc Miller not present. President Dykstra and the Trustees reviewed his January, 2020 Status Report.

#### G. CHAMPAIGN COUNTY SHERIFF'S OFFICE REPORT

Lt. Tony Shaw was present to give a report from the Champaign County Sheriff's Department for the month of January, 2020 as follows:

- No problematic areas in Savoy to report on at this time.
- Colbert Park, continuing problems – Sheriff's Dept. still looking into surveillance equipment at the front of the entrance. They do take it seriously.
- April, 2020 will be distracted driver's month.
- Tax time in April – Lt. Shaw warned everyone to be vigilant on possible problems with persons trying to get SS numbers, etc.

#### 8. **BOARD OF TRUSTEES COMMUNICATIONS**

- President Dykstra reminded everyone of the retirement open house for Dick Helton on 2-27-2020 4-6 p.m.
- Trustee Shonkwiler gave a report on a recent Champaign County EDC meeting he attended
- Trustee Niccum gave a report on a recent Rotary event he attended in Effingham and also gave an update on a recent meeting of Champaign Unit 4 School District.

#### 9. **ADJOURN**

There being no further business to come before the open and public Board of Trustees meeting, President Dykstra adjourned the meeting at 7:50 p.m.

Respectfully Submitted,

*Billie Jean Krueger*

Billie Jean Krueger, Village Clerk

**This meeting was recorded.**

Approved this \_\_\_\_ day of March, 2020.

*Billie Jean Krueger*



# Village of Savoy

Robert C. McCleary Municipal Center

611 North Dunlap Avenue

Savoy, IL 61874

<b><u>MINUTES OF</u></b> <b><u>BOARD OF TRUSTEES MEETING</u></b>
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DATE: February 19, 2020

PLACE: Robert C. McCleary Municipal Center  
611 North Dunlap Ave.  
Savoy, IL 61874

**PRESIDENT AND**

**TRUSTEES PRESENT:** President Joan Dykstra, Trustees John Brown, Heather J. Mangian, Dee Shonkwiler, A.J. Ruggieri, and Bill Vavrik

**TRUSTEES ABSENT:** Jan Carter Niccum

**OFFICERS AND**

**PERSONNEL PRESENT:** Richard Helton, Village Manager  
Levi Kopmann, Assistant Village Manager, Public Works/Engineer  
Dennis Donaldson, Village Treasurer  
Brandon Martin, Director of Savoy Recreation Center  
Lon Pitcher, Assistant Fire Chief, Savoy Fire Department  
Billie Jean Krueger, Village Clerk

**OFFICERS AND**

**PERSONNEL ABSENT:**

**GUESTS:**

**CONVENED:** 7:00 P.M.

**ADJOURNED:** 7:15 P.M.

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**1. CALL TO ORDER, ROLL TAKEN, QUORUM DECLARATION**

President Dykstra called the meeting to order at 7:00 p.m. with roll call taken of President Dykstra and all Trustees, with President Dykstra and all Trustees answering present, except Trustee Niccum was absent, and a quorum declared.

**2. PLEDGE OF ALLEGIANCE**

President Dykstra led the pledge of allegiance to the flag.

**3. PUBLIC PARTICIPATION**

None Received.

**4. OTHER AGENDA ITEMS**

President Dykstra asked if there were other agenda items to be added. No other agenda items were added.

**5. BUSINESS**

**A. RESOLUTION 2020R-02 – A RESOLUTION OF SUPPORT FOR AN APPLICATION FOR UNITED STATES DEPARTMENT OF TRANSPORTATION’S NATIONALLY SIGNIFICANT FREIGHT AND HIGHWAY PROJECTS (INFRA GRANTS) (CURTIS ROAD GRADE SEPARATION AND COMPLETE STREETS PROJECT)**

**Trustee Vavrik made a motion to pass Resolution No. 2020R-02, as presented, seconded by Trustee Mangian;**

**By Trustee Vote:**

**Ayes: Brown, Mangian, Ruggieri, Shonkwiler, and Vavrik**

**Nays: None**

**Absent: Niccum**

**6. STAFF REPORTS**

**A. SAVOY VILLAGE TREASURER**

President Dykstra and the Trustees reviewed the Treasurer’s Check Register – Schedule of Accounts Payable for checks issued from 01/01/2020 through 01/31/2020.

**Trustee Brown moved to approve and pay the Schedule of Accounts Payable for the month ending January 31, 2020, as presented, seconded by Trustee Shonkwiler;**

**By Trustee Vote:**

**Ayes: Brown, Mangian, Ruggieri, Shonkwiler, and Vavrik**

**Nays: None**

**Absent: Niccum**

**B. SAVOY FIRE DEPARTMENT**

President Dykstra and the Trustees reviewed the Savoy Fire Department Monthly Alarm Response Summary for the period 01/01/2020 through 01/31/2020 showing a total of 38 Alarm Responses, together with the Savoy Fire Monthly Report Incident List for the period of 01/01/2020 through 01/31/2020 presented by Assistant Fire Chief Lon Pitcher.

Pitcher also added:

- Eight (8) probationary firefighters coming on Savoy Fire Department.
- Fire Chief will introduce the eight new firefighters at the March Board of Trustees Meeting.
- Engine 452 is back in operation.
- Provided Mutual Aid at a fire on Carroll Avenue in Urbana. Fire Chief was very proud of how Savoy firefighters handled the fire.

### **C. SAVOY RECREATION CENTER**

President Dykstra and the Trustees reviewed Brandon Martin, Director of the Savoy Recreation Center's Monthly Report, Fitness Class Schedule, Membership Usage Report, Reservation Master Report, Gymnasium Schedule, Gymnasium (2) Schedule, Gym Court 1 Schedule, Gym Court 2 Schedule, Pickleball Gym Schedule, Activity Room Schedule, Activity Room (2) Schedule, and Multipurpose Room Schedule.

Brandon stated there was a good turnout (100) for the recent Mother/Son event.

Brandon also reported that he is working on solidifying the bids for the outdoor pickleball courts.

### **7. BOARD OF TRUSTEES COMMUNICATIONS**

President Dykstra stated that the request for funding by the Human Race event would be discussed at a Board of Trustees study session in March.

President Dykstra stated she would be giving Dan Davies some information on an upcoming meeting of the Champaign County Zoning Office on cannabis in unincorporated areas in Champaign County.

Trustee Mangian stated that she and Trustee Dee Shonkwiler will be speaking an upcoming cub scout meeting. Also, Mangian stated she will be transmitting to President Dykstra, Trustees, and Staff information from residents about no parking on cul-de-sacs.

### **8. PROCLAMATION – RICHARD HELTON, VILLAGE MANAGER**

President Dykstra presented and read the following Proclamation to Richard Helton upon his retirement on 2/29/2020 as Village Manager for the Village of Savoy.



*Proclamation*  
**Village of Savoy**  
**Champaign County, Illinois**

**WHEREAS, Richard E. Helton** served as Villager Manager for the Village of Savoy from 2002 to 2020; and

**WHEREAS,** in that length of time, under Dick's leadership, the Village of Savoy realized population growth of nearly 62% from 5,606 to almost 9,000; and

**WHEREAS,** Dick was responsible for the Champaign County Sheriff's Office contract for Savoy police protection and also put together an excellent benefit package for Savoy employees, including IMRF; and

**WHEREAS,** under Dick's tenure, Savoy saw significant building projects such as the Robert C. McCleary Municipal Center, the Savoy Public Works Building, second story to Savoy Fire Station, Savoy Recreation Center, Dohme Park, Colbert Park and Lake, William A. Smith Park at Prairie Fields, Carrie Busey School, TIF development projects with CVS, Sportsvet Animal Medical Center, Sherwin Williams, Honda-BMW & Worden-Martin retention through tax incentives, Old Town Drainage, and the Curtis Road/I-57 Interchange that will benefit citizens throughout the urbanized area for decades to come; and

**WHEREAS,** Dick represented Savoy with professionalism in community, governmental, and economic development organizations. His leadership in Champaign County EDC, CUUATS, Regional Planning Commission, Champaign County Chamber of Commerce, Willard Airport Advisory Committee, and Visit Champaign County enhanced Savoy's stature and profile; and

**WHEREAS,** Dick was an integral part of the community as a member of Savoy Rotary Club for 17 years and President of Savoy Rotary Club from 2010-2011; and

**NOW THEREFORE, BE IT PROCLAIMED,** this 19<sup>th</sup> day of February, 2020, that the Village of Savoy recognizes and praises Richard E. Helton for the growth and development of Savoy during his 17 ½ years of faithful service to the Village of Savoy.



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Joan E. Dykstra  
President, Board of Trustees

ATTEST:

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Billie Jean Krueger, Village Clerk

**9. CORRESPONDENCE, THANK YOU'S – None**

**10. ADJOURN**

There being no further business to come before the Board of Trustees meeting, President Dykstra adjourned the open and public Board of Trustees meeting at 7:15 pm.

Respectfully Submitted,

*Billie Jean Krueger*

Savoy Village Clerk

**This meeting was recorded.**

Approved this \_\_\_\_\_ day of March, 2020.

*Billie Jean Krueger*

**VILLAGE OF SAVOY  
CHAMPAIGN COUNTY, ILLINOIS**

**ORDINANCE NO. 2020-02**

**ORDINANCE APPROVING A CONTRACT TO PURCHASE  
REAL ESTATE LOCATED AT 103 N. DUNLAP AVENUE  
AND 110 W. CHURCH STREET, SAVOY, ILLINOIS**

**Passed by the Board of Trustees and  
Approved by the President  
of  
Village of Savoy, Illinois  
on March 4, 2020**

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**Published in pamphlet form by authority of the President and Board of Trustees of  
the Village of Savoy, Champaign County, Illinois, on the 4<sup>th</sup> day of March, 2020.**

**VILLAGE OF SAVOY  
CHAMPAIGN COUNTY, ILLINOIS**

**Ordinance No. 2020-02**

**March 4, 2020**

**ORDINANCE APPROVING A CONTRACT TO PURCHASE  
REAL ESTATE LOCATED AT 103 N. DUNLAP AVENUE AND  
110 W. CHURCH STREET, SAVOY, ILLINOIS**

**WHEREAS**, the Village of Savoy, Illinois, is a municipality in Champaign County, Illinois; and

**WHEREAS**, John Brown owns real estate in Savoy which is suitable for development or other public purposes the legal description of which is included in Exhibit A; and

**WHEREAS**, the Village has investigated said property, and received qualified advice regarding the value of said property; and

**WHEREAS**, Village staff has negotiated a contract to purchase said real estate in the amount of \$425,000.00; and

**WHEREAS**, the Village plans to utilize the real estate for public purposes including possible resale for appropriate development as part of a blight abatement and economic development plan; and

**WHEREAS**, the President and Board of Trustees have determined, and by these presents do determine, that a public purpose, including, but not limited to, redevelopment authorized by Illinois Compiled Statutes, Chapter 65 Section 5/11-13-17, would be served by the Village's acquisition of said real estate; and

**WHEREAS**, Village staff has negotiated a Real Estate Contract for the Village's purchase of said property, which is attached hereto as Exhibit A and incorporated herein by reference; and.

**WHEREAS**, the Village of Savoy has sufficient funds on hand to purchase said property.

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

Section 1. Incorporation Clause.

The President and Board of Trustees of the Village hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and does hereby, by reference, incorporate and make them part of this Ordinance.

Section 2. Purpose.

This ordinance is to approve the purchase of 103 N. Dunlap and 110 W. Church, Savoy, Illinois.

Section 3.

A. The Contract for Purchase of Real Estate between said property owner as Seller and the Village of Savoy, as Buyer, in substantially the form attached as Exhibit A, and incorporated herein by reference, is in the best interests of the Village of Savoy and is therefore approved.

B. The Village President and Village Clerk, or in their absence, the Village Manager, are authorized and directed to execute said Contract, in a final form as approved by Village staff.

C. Village staff is directed to proceed with necessary actions to prepare for and effect closing of the purchase of said real estate pursuant to said Contract.

Section 4.

This Ordinance shall be in full force and effect upon passage and shall be published in pamphlet form in accordance with applicable law.

Section 5.

The Village Clerk is hereby directed to file a copy of this ordinance with the County of Champaign, Illinois.

Section 6. Invocation of Authority.

This Ordinance is enacted pursuant to the authority granted to this Village by the Constitution of the State of Illinois and Illinois Compiled Statutes.

Section 7. State law Adopted.

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are hereby incorporated herein by reference.

Section 8. Approval and Execution of Documents.

The President and Village Clerk, or in their absence, the Village Manager are hereby authorized and directed to execute any and all other documents necessary to carry out and give effect to the purpose and intent of this Ordinance.

Section 9. Other Actions Authorized.

That the President and Village Clerk and Village Attorney are hereby authorized and directed to do all things necessary, essential, or convenient to carry out and give effect to the purpose and intent of this Ordinance.

Section 10. Acts of Village Officials.

That all acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Ordinance, are hereby in all respects, ratified, approved, authorized and confirmed.

Section 11. Headings.

The headings for the articles, sections, paragraphs and sub-paragraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provisions of this Ordinance.

Section 12. Severability.

The provisions of this ordinance are hereby declared to be severable and should any provision, clause, sentence, paragraph, sub-paragraph, section, or part of this Ordinance be determined to be shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect. It is hereby declared to be the legislative intent of the Board of Trustees that this Ordinance would have been adopted had not such unconstitutional or invalid provision, clause, sentence, paragraph, sub-paragraph, section, or part thereof had not been included.

Section 13. Superseder and Publication.

All code provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded. A full, true and complete copy of this ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

Section 14. Effective Date.

This Ordinance shall be in full force and effect upon passage and approval, as provided by the Illinois Municipal Code, as amended.

PRESENTED, PASSED APPROVED, AND ADOPTED by the President and Trustees of the Village of Savoy, Illinois, at a duly conducted meeting thereof this 4<sup>th</sup> day of March, 2020.

APPROVED:

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Joan Dykstra  
Village President

ATTEST:

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Billie Jean Krueger  
Village Clerk

VOTING ON SAID ORDINANCE NO. 2020-02

Trustee	Aye	Nay
Jan Carter Niccum, Trustee	_____	_____
A. J. Ruggieri, Trustee	_____	_____
John P. Brown, Trustee	_____	_____
Bill Vavrik, Trustee	_____	_____
Dee Shonkwiler, Trustee	_____	_____
Heather Mangian, Trustee	_____	_____
Joan Dykstra, President	_____	_____



# Exhibit A

## REAL ESTATE SALES CONTRACT

Seller: John Brown Buyer: Village of Savoy, Illinois  
an Illinois Municipal Corporation

Address: 1511 W. North Shore Dr. Address: 611 N. Dunlap Ave.  
Urbana, IL 61802 Savoy, IL 61874

Telephone: \_\_\_\_\_ Telephone: 217-359-5894

Attorney: Marc R. Miller, Miller & Hendren

Address: 30 E. Main Street, Suite 200  
Champaign, IL 61820

Telephone: 217-352-2171

1. **Contract.** These terms shall constitute a binding contract.
2. **Real Estate Description.** Seller agrees to sell and Buyer agrees to purchase the properties located at 103 N. Dunlap Ave. and 110 W. Church St. in Savoy, Illinois both legally described on Exhibit A attached hereto and by reference incorporated herein, together with all improvements and appurtenances, thereon upon the terms set forth in this Contract.
3. **Purchase Price.** Buyer agrees to pay to Seller the total sum of four hundred twenty-five thousand and 00/100 Dollars (\$425,000.00). The balance of the purchase price, adjusted by prorations and credits allowed the parties by this Contract, shall be paid to Sellers at closing in cash, by cashier's check, by check issued by a lending institution, or other form of payment acceptable to Sellers.
4. **Possession and Closing.** Seller shall deliver possession of the premises to Buyer concurrently with the closing of this transaction which shall be held on or before July 1, 2020, at the offices of Buyer's lender, Buyer's attorney, or at such other place as the parties may agree. At or before closing, Seller shall deliver to Buyer all available keys and all of the following which are in the Sellers' possession: surveys; equipment and appliance warranties; subdivision Covenants, Conditions and Restrictions; and, By-laws and Regulations of any association to which property is subject.
5. **Personal Property.** There is no personal property.
6. **Condition of Premises.** Buyer acknowledges they have inspected the real estate and the improvements thereon, and they are acquainted with the condition thereof. Subject to normal wear and tear, Buyer accepts the same as of the time they executed this Contract in as-is condition.  
  
Written notice of breach of the above warranty must be served upon Seller on or before possession or such extended warranty date as provided above. Buyer shall have the right to inspect the property during the 48-hour period immediately prior to possession. It shall be the Sellers' responsibility to have all utilities continuously on during the 48-hour inspection period.
7. **Deed of Conveyance.** Buyer's attorney shall prepare and Seller shall execute a recordable Warranty Deed sufficient to convey the real estate to Buyer or their nominee, in fee simple absolute, subject only to exceptions permitted herein. The deed shall be delivered to Buyer at the closing of this transaction upon Buyer's compliance with the terms of this Contract.
8. **Encumbrances.** Seller warrants that no contracts for the furnishing of any labor or material to the land or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have been or are to

become attached to the land or any improvements thereon as fixtures, will at the time of closing be outstanding and not fully performed and satisfied, and further warrant that there are not and will not at the time of the closing be any unrecorded leases or contracts relating to the property, except as heretofore disclosed to Buyer in writing.

9. **Taxes, Assessments and Notices.** Real estate taxes apportioned through the date of possession shall be Seller's expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. Transfer tax and all special assessments which are a lien upon the real estate as of the date of this Contract shall be Seller's expense. All such taxes and special assessments shall constitute a credit to Buyer against the purchase price, and shall release Seller from any further liability to Buyer in connection therewith.

10. **Insurance and Risk of Loss.** If requested by Buyer in writing, Seller shall obtain a Contract of Sale Endorsement to the existing hazard insurance upon the improvements insuring Buyer's interest; and Seller shall maintain such insurance until the closing of this transaction. Seller shall provide evidence of such insurance to Buyer upon request. Buyer may obtain additional coverage at their expense.

If, prior to the earlier of delivery of possession or closing hereunder, the improvements on said premises shall be destroyed or materially damaged by fire or other casualty then the Buyer shall have the option of (a) declaring this Contract null and void and receiving a refund of earnest money or (b) of accepting the premises as damaged or destroyed, with the proceeds of any insurance payable as a result of the destruction or damage, which proceeds the Seller agrees to assign for payment to the Buyer. In no event shall the Seller be obligated to repair or replace the damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract except as specified in this paragraph.

11. **Evidence of Title.** Buyer shall deliver a Commitment for Title Insurance issued by a title insurance company doing business in the county where the premises are located, committing the company to issue a policy in the usual form insuring title to the real estate in Buyer's name for the amount of the purchase price. Buyer shall be responsible for payment of the owner's premium and Seller's search charges. In the event Seller's prior title evidence is a merchantable abstract of title rather than a policy of title insurance, Seller's cost of providing title insurance shall not exceed the estimated cost of providing a merchantable Abstract of Title, including entries for releases or curative documents. In each instance, the balance of the cost of providing title insurance for Buyer and for Buyer's lender, if any, shall be borne by Buyer.

Permissible exceptions to title shall include only the lien of general taxes and special assessments; zoning laws and building ordinances; easements, apparent or of record, which do not underlie the improvements; covenants and restrictions of record which are not violated by the existing improvements or the present use of the property and which do not restrict reasonable use of the property; existing mortgages to be paid by Seller or assumed by Buyer at closing; and existing leases.

If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, then Buyer shall have the option to terminate this Contract in which case Buyer shall be entitled to refund of the earnest money.

12. **Lender Required Inspections.** All other inspections required by the Buyer's lender shall be the expense of the Buyer except as otherwise provided herein.

13. **Default.**

(a) If Buyer fails to make any payment or to perform any obligation imposed upon them by this Contract, Seller may serve written notice of default upon Buyer and if such default is not corrected within ten (10) days thereafter, Buyer is deemed in default and Seller may take one or more of the following actions: resell the premises to another party; maintain a claim for monetary damages for breach of contract; maintain a specific performance action against Buyer; and maintain any other or different remedy allowed by law.

(b) In the event of the failure of Seller to perform the obligations imposed upon them by this Contract, Buyer may serve written notice of default upon Seller and if such default is not corrected within ten (10) days thereafter, Seller is deemed in default and Buyer may take one or more of the following actions: maintain a claim for monetary damages for breach

of contract; maintain a specific performance action against Seller; and maintain any other or different remedy allowed by law.

(c) The foregoing remedies in the event of a default are not intended to be exclusive and the parties shall have the right to all other lawful remedies.

(d) In the event of such breach, the non-defaulting party shall be excused from further performance of the contract, unless he elects the remedy of Specific Performance.

(e) Default by any party to this Contract shall also entitle the non-defaulting party to reasonable costs, attorney's fees and expenses incurred by reason of the default (breach) of this Contract.

(f) In the event of a dispute over the disposition of earnest money, the earnest money shall continue to be held in the trust account of the escrow agent until: (a) the agent has a written release from all parties consenting to the disposition, or (b) a civil action is filed, by either the broker or one of the parties, to determine the disposition of the earnest money, at which time payment may be made into court; or (c) deposit is made with the Illinois Department of Financial Institutions in accordance with the law. Similarly, the executed warranty deed shall continue to be held by the escrow agent for such deed until the agent has been provided a written release from all parties consenting to its disposition, or until a civil action is filed, by either the escrow agent or one of the parties, to determine its disposition, at which time the warranty deed may be filed with the court.

14. **Notices.** Any notice required under the Contract to be served upon Seller or Buyer shall be in writing and shall be deemed effective when either actually received or when mailed to such parties evidenced by certified mail or upon postal certification of mailing to such party; information copies of all such notices shall be sent or delivered to the offices of the attorneys named herein and such information copies may be sent by facsimile transmission. Notice to or from one of multiple Buyers shall be effective as to all Buyers; notice to or from one of multiple Sellers shall be effective as to all Sellers. In the event Seller's address is not shown herein, notices as provided in this paragraph may be sent to the Seller at the common address of the real estate. In the event any certified mailing is indicated "Return Receipt Requested", such mailing shall also be made by first class mail.

15. **Compliance.** Seller and Buyer hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with all applicable laws.

In the event the sale price herein exceeds the threshold exception of Section 1445 of the Internal Revenue Code, as amended, Seller hereby certifies (under penalties of perjury) that Seller is not foreign persons and agree upon request to execute an affidavit so stating.

16. **Entirety of Agreement.** This Contract contains the entire agreement between the parties and NO ORAL REPRESENTATION, warranty or covenant exists other than those herein set forth. References to plural parties shall apply to singular parties as well. References to a specific number of days shall mean calendar days.

17. **Time of the Essence.** The time for performance of the obligations of the parties is of the essence of this Contract.

18. **Environmental Inspection.** (i) Inspection Rights. Seller shall grant to Buyer, during the Inspection Period (as defined below) and during the time following the Inspection Period prior to the Closing Date, access to the subject real estate, for the purpose of conducting Buyer's studies, inspections and investigations, including but not limited to the right to take samples of soil, groundwater, or other environmental media, to conduct surveys, install customary monitoring wells or soil borings, to conduct site visits and to place temporary markings on the ground. All such investigations shall be conducted by recognized, reputable, properly licensed environmental professionals. Buyer's site investigations must be conducted so that (i) there is no violation of any applicable environmental laws or regulations, (ii) there is no contribution to or exacerbation of any contamination existing on or emanating from the property, (iii) no environmental liability to Seller is occasioned by any such activity, and (iv) there is no bodily injury or risk to personal health from exposure to subsurface conditions or hazardous materials causing liability to Seller. Buyer shall bear the expense of any such investigations and, if the transaction contemplated by this Agreement is not consummated, Buyer shall promptly restore the subject real estate and any adjacent property to which Buyer or its agents made any entry substantially to the condition of the property prior to any entry by Buyer and deliver all copies of such non-confidential investigation, assessment or study to Seller if requested by Seller. Seller agrees to promptly (but in any event no later

than 7 days of receipt) provide Buyer copies of correspondence or written notice(s) received from governmental entities or third parties relating to environmental matters concerning the property. (ii) Inspection Period. The term "Inspection Period," as used herein, means the period commencing on the effective date of this Agreement and ending at 5:00 p.m. (Eastern Time) on the date three months after the Effective Date. In addition, Buyer may extend the inspection Period for a period of forty-five (45) days (the "Extension Period") by delivering written notice of such extension on or before the last day of the originally scheduled Inspection Period; provided, however, in order for the Extension Period to be available to Buyer, the need for the extension must arise due to investigation and/or permitting complexities, such as environmental permitting issues, and/or monitoring demands despite good faith efforts of Purchaser. (iii) Termination. If any inspections reveal any fact or condition unacceptable to Buyer, then Buyer may terminate this Agreement by notifying Seller in writing prior to the expiration of the Inspection Period (the "Termination Notice"). (iv) Due Diligence Requirements: Buyer shall use commercially reasonable good faith efforts to complete Buyer's due diligence related to the condition of the property (environmental, title review, etc.) and shall be deemed to accept the condition of the property at closing. Buyer shall use good faith, commercially reasonable efforts to timely satisfy the foregoing conditions.

**19. Council Approval.** The within transaction is subject to the formal approval of the Village of Savoy Board of Trustees and President. Any contract shall be considered and approved at a duly held meeting of the Village Board of Trustees and President of the Village of Savoy and any contemplated Contract/and/or purchase shall be only valid if so duly approved. Failure by the Village Board of Trustees and President to so approve shall be deemed an automatic withdrawal of any offer and otherwise terminate any agreement between the parties thereby releasing them from further obligation as it relates to this letter and/or any contract between the parties

**20. Leases.** Seller acknowledges that he currently has one or more tenants on the property but represents that such leases will be terminated and/or expired by the date of the closing and that Buyer shall secure possession free and clear of any such leases.

**Sellers' Signatures:**

**Buyers Signature:**

VILLAGE OF SAVOY

\_\_\_\_\_  
John Brown

\_\_\_\_\_  
duly authorized officer

Date \_\_\_\_\_

Date \_\_\_\_\_

Exhibit A

Tract 1:

Lot 6 and the West 30 feet of Lot 7 in James H. Dunlap's Resubdivision of Block "D" of the Original Town of Savoy, in Champaign County, Illinois, as per plat recorded in Plat Book "A" at page 174, in Champaign County, Illinois.

PIN # 03-20-36-378-007; which is commonly known as 110 W. Church, Savoy, IL

Tract 2:

The South 60 feet of Lot 1 in James H. Dunlap's Resubdivision of Block "D" of the Original Town of Savoy, in Champaign County, Illinois, as per plat recorded in Plat Book "A" at page 174, in Champaign County, Illinois.

PIN # 03-20-36-378-005; which is commonly known as 103 N. Dunlap, Savoy, IL

## **DEPARTMENT OF PUBLIC WORKS**

Director's February of 2020 Report



### **BUILDING MAINTENANCE**

- \* Routine building maintenance repairs continue

### **PARKS**

- \* Normal maintenance and trash pick-up continue
- \* Continued to process tree ROW replacement permits
- \* Annual rehabilitation of picnic tables and benches is ongoing

### **SANITARY SEWER**

- \* Working with UCSD on mapping and future needs
- \* Annual Sanitary Sewer cleaning is ongoing; 19,094 feet have been cleaned to this point

### **STREETS/OPERATIONS**

- \* Performed 61 J.U.L.I.E. locates.
- \* Continuing to grind sidewalk trip hazards when schedule permits
- \* Crack sealing, Pot hole filling and Dura Patching is ongoing as weather permits
- \* Straightened/replaced multiple signs
- \* Completed misc. repairs around Village as needed

### **STORM SEWERS**

- \* Cleared debris from multiple storm sewer structures.
- \* Continued updates of Village storm sewer maps and surveys

### **EQUIPMENT/FLEET MAINTENANCE**

- \* Routine and preventative maintenance of Village fleet continues

### **ESDA**

- \* Sirens have been upgraded to digital.

### **TRAFFIC SIGNALS**

- \* Performed normal maintenance at traffic signal boxes and lights

### **ENGINEERING**

- \* Working with Clark Dietz on the Colbert Multi Use Path project
- \* Working with Clark Dietz on the Pheasant Lane replacement project
- \* Continuing to work with the City of Champaign and Farnsworth Group on the Prospect Avenue Reconstruction Project.
- \* Continuing representation on CUUATS Technical and Policy Committees, Champaign County First, Champaign County GIS Technical and Policy Committees, Joint Sanitary Sewer Technical Committee and MS4 Storm water Committee.

Levi L. Kopmann, P.E.  
Director of Public Works/Engineer



## ZONING REPORT FOR FEBRUARY 2020

### PERMITS ISSUED

2	Single Family Residence (1Pending)	2 Signs
1	Commercial Remodel	1 Fence
6	Electrical	6 Mechanical
6	Plumbing	

### CURRENT PROJECTS

We are working with Marc Miller and Justin Brunner of Thomas Mamer LLP regarding a house with multiple violations. We were able to enter the property with the assistance of the Sheriff's Office to establish the extent of the damage. The owners have been given a Notice to Abate and I have noticed the structure as a public nuisance. We are attempting to work with the owner(s) of the property to repair or vacate the structure, however, we may end up in court seeking an order to have the property demolished. **A local contractor is working with the owners to sell them a house in Mansfield and will purchase the Savoy property pending loan approvals. Once the contractor owns the property, he will apply for a demo permit and will build a new home on the site.**

We have met with a property owner regarding possible redevelopment of his site and have met with a local real estate broker regarding potential changes to better market two available properties. We will be meeting with Levi in an attempt to move these projects forward. **No action in February.**

Pending projects:

- Plumbers and Steamfitters – new construction
- Best Western – completion of final phase including pool house

### PLANNING COMMISSION TOPICS

The cul-de-sac parking issue has been tabled.

Future Items:

- Informal discussion regarding redevelopment of the grain elevator (March)
- Building Code adoption
- First Street / Airport Road annexations of contiguous properties

## **BUILDING DEPT.**

- Since Jan. 1., our office has performed 106 Life Safety inspections. We have been able to work closely with the Fire Department on many of the inspections.
- We have put the contractors and permit holders on notice to maintain their erosion control requirements and to keep the streets clean as spring approaches
- We are continuing to monitor the progress at The Village at Colbert Park Apartments relating to repairs being made to the outside staircases and decks
- Staff is currently reviewing the requirements from the State to require Gender Neutral restrooms along with of the Americans with Disability Act (ADA) and the 2015 Life Safety Code for adoption.



# Permit Report

2/1/2020 - 2/27/2020

Permit Date	Permit Type	Description	Parcel Address	Location Site	Total Fees
2/25/2020	Plumbing	Replacement	311 Buttercup Dr	311 Buttercup	\$25.00
2/25/2020	Mechanical	Replacement	307 Wesley Ave	307 N. Wesley	\$50.00
2/25/2020	Mechanical	Replacement	807 Hartwell Dr	807 Hartwell #3	\$50.00
2/24/2020	Building	New Construction	910 Declaration Dr	910 Declaration Dr.	\$807.00
2/24/2020	Electrical	New Construction Electrical	910 Declaration Dr	910 Declaration Dr.	\$75.00
2/24/2020	Electrical	Electrical alteration	1003 Cascade Dr	1003 Cascade Dr.	\$25.00
2/24/2020	Electrical	New Construction Electrical	605 Carrera Dr	605 Carrera Dr.	\$75.00
2/24/2020	Building	Remodel	3006 S First St	3006 S. First St.	\$75.00
2/21/2020	Mechanical	Replacement	311 Buttercup Dr	311 Buttercup	\$50.00
2/21/2020	Electrical	Solar Electrical Permit	2 Harmony Ct	2 Harmony Ct.	\$25.00
2/21/2020	Building	Solar Building Permit	2 Harmony Ct	2 Harmony Ct.	\$25.00
2/21/2020	Electrical	Electrical- new cooling tower	401 Burwash Ave	401 Burwash Ave.	\$239.32
2/19/2020	Plumbing	New Construction Plumbing	609 Bergamot Dr	609 Bergamot Dr.	\$180.00
2/19/2020	Plumbing	New Construction Plumbing	1008 Declaration Dr	1008 Declaration Dr.	\$180.00
2/19/2020	Plumbing	New Construction	212 Denton Dr	212 Denton	\$180.00
2/19/2020	Plumbing	New Construction Plumbing	314 Newhaven Lane	314 Newhaven	\$180.00
2/18/2020	Electrical	Commercial electrical	1201 Savoy Plaza Ln	1301 Savoy Plaza Ln.	\$120.00

		upgrade			
2/12/2020	Mechanical	Mechanical Replacement	523 Stonecrest Dr	523 Stonecrest Dr.	\$50.00
2/12/2020	Building	Fence	303 London Way	303 London Way	\$25.00
2/12/2020	Plumbing	New Construction Plumbing	316 Newhaven Lane	316 Newhaven Ln.	\$172.50
2/10/2020	Mechanical	New Construction	511 Commerce	511 Commerce	\$400.00
2/6/2020	Mechanical	Replacement	601A Sunflower St	601 A Sunflower	\$50.00
2/6/2020	Building	Solar Building Permit	607 Silver Lake Ct	607 Silver Lake Ct.	\$25.00
2/6/2020	Electrical	Solar Electrical Permit	607 Silver Lake Ct	607 Silver Lake Ct.	\$25.00
2/6/2020	Building	Wall Signs	511 Commerce Dr.	511 Commerce Dr.	\$57.45
2/6/2020	Building	Pylon Sign	511 Commerce Dr.	511 Commerce Dr.	\$20.00
					\$3,186.27

Total Records: 26

Page: 1 of 1

2/27/2020



# Village of Savoy

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## VILLAGE CLERK'S REPORT – March 4, 2020

### Village Clerk duties:

I performed all of my regular statutory Village Clerk duties for the month of February, 2020 as follows:

Prepared all Board of Trustees and Plan Commission packets for the month, as well as attended all meetings, Staff meetings, and preparation of Minutes for the same. Preparing Ordinances and Resolutions and publish in pamphlet form or in the newspaper when necessary. Prepared agendas and Clerk's monthly calendar for Board of Trustees, Planning Commission and all Village meetings,

General Office maintenance, assisted in answering phones, and assisting and directing visitors at the Robert C. McCleary Municipal Center for the Village of Savoy and the tenants of the Savoy Business Development Center. Ordering all supplies.

Clerk's Monthly Calendar with Village meeting dates and statutory dates for all Village municipal officers.

Record keeper of all Ordinances, Resolutions, and custody and control of all municipal papers.

Certify all documents. Keeper of the seal and certifies and attests official signatures on municipal documents. Publishes all ordinances. Records all documents as needed.

Meet all required legal notification and publication requirements to include publication of legal advertising, ordinances and other documents and legal notification and official filing of municipal documents with the County and other governmental entities.

Send out monthly reports to U-C Sanitary District regarding number of Building Permits issued monthly and sanitary sewer permit information. Emailed copies of monthly Building Permits to current Champaign County Assessor, Champaign County Regional Planning Commission, and Tolono Township Assessor

Various financial duties under certain circumstances such as signing checks and preparing receipts on incoming funds.

Opening President Dykstra's mail and keeping her apprised of monthly calendar, monthly agendas, telephone calls, and any other information she needs as President/Mayor and Liquor Commissioner of the Village of Savoy.

Champaign County Deputy Registrar – Voter registration and notary public services. Keeping track of 2020 election dates at the Robert C. McCleary Municipal Center, as a polling location.

Provide certain services to the general public and news media, including maintaining copies of various documents for public inspection.

### 30-60-90 Day Reminders for the Village Clerk and Board of Trustees:

1. **Savoy Liquor License renewal letters to go out on 3-23-2020. Savoy liquor licenses expire on 4-30-2020**
3. **General Primary – March 17, 2020**
4. **General Election – November 3, 2020**

Billie Jean Krueger, Village Clerk,  
Champaign County Deputy Registrar, Notary Public, and  
Local Election Official (LEO)



**VILLAGE OF SAVOY – CLERK’S CALENDAR  
MARCH 2020**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 SAVOY FIRE DEPT. MEETING 7:00 P.M.	3	4 Board of Trustees 7:00 PM	5	6 AGENDA	7
8	9	10	11 Board of Trustees Study Session 7:00 PM	12	13 AGENDA	14
15	16	17 EDC 12-2 PM	18 Board of Trustees 7:00 PM	19	20 AGENDA	21
22	23 Planning Commission 7:00 PM	24	25	26	27 AGENDA	28
29	30 Liquor License Renewal Letters Go Out licenses expire 4-30-2020	31	1	2	3	4