



Board of Trustees Regular Meeting Agenda

611 N. Dunlap Avenue | Savoy, Illinois 61874 | Phone: (217) 359-5894 | Fax: (217) 359-0202 | www.savoy.illinois.gov

Date: Wednesday, June 19, 2024

Time: 7:00 P.M.

Place: 611 North Dunlap Avenue
Savoy, Illinois 61874

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. President's Remarks
 - a. Letter State of the Village
5. Public Comment
6. Discussion Items
 - a. Staff Report Champaign County Sheriff's Office
 - b. Staff Report Village Treasurer
7. Consent Items
 - a. Approval of Minutes May 1, 2024 and May 15, 2024 Board of Trustees Regular and Special Joint Meeting Minutes
8. Action Items
 - a. Ordinance 2024-O-04 An Ordinance Amending Title 5, Chapter 5.08, Section 5.08.210(C) of the Village Code Regarding Annual Video Gaming Fees for Non-Profit Liquor Licensees
 - b. Resolution 2024-R-27 A Resolution Approving a Commercial Addition at 1402 N. Dunlap Avenue
 - c. Resolution 2024-R-28 A Resolution Approving a Commercial Addition at 1705 Woodfield Drive
 - d. Resolution 2024-R-29 A Resolution Approving an Engineering Services Agreement with MSA Professional Services Inc., for Design Engineering for Colbert Park, in an Amount not to Exceed \$400,000
9. New Business
10. Adjournment



June 19, 2024

To: Village Trustees

RE: State of the Village

Dear Village Trustees,

Thank you, for your time and commitment in serving the residents of Savoy. Together, we have made significant strides in improving the quality of life of our residents and in improving the delivery of municipal services. Per 65 ILCS 5/3.1-35-5, the Village President is required provide the Village’s corporate authorities with information concerning the affairs of the municipality, from time to time. While this is generally done throughout the year, I felt it was important to summarize the fiscal year that was in writing. Therefore, moving forward, I will provide you with such a letter annually regarding the state of the Village. I am pleased to affirm that the state of our Village is strong. I offer the following summary of the affairs of the municipality.

A. Corporate Authorities

The Board of Trustees sets the policy framework for the Village to operate within. To provide that framework, the Board of Trustees approved 20 ordinances; 46 resolutions; and held 10 study sessions last fiscal year. Key pieces of legislation included:

- Creating the Downtown TIF: Ordinance 2023-O-02
Ordinance 2023-O-03
Ordinance 2023-O-04
- Providing for Lift Assist Cost Recovery: Ordinance 2023-O-18
- Providing for Vehicle Rescue Services Fees: Ordinance 2023-O-19
- Adopting a Stormwater Masterplan: Resolution 2023-R-23
- Adopting a Parks Masterplan: Resolution 2023-R-24
- Approving an Investment Policy: Resolution 2024-R-19
- Approving the Building and Property Enhancement Grant: Resolution 2024-R-20
- Designating the Developer of Downtown Savoy: Resolution 2024-R-25

The Board of Trustees also welcomed Dennis Donaldson back to the Village, this time as a Trustee, through Resolution 2024-R-18. Trustee Donaldson is the first Black American to serve as a Village Trustee in the Village's history. However, this is not the first time Mr. Donaldson has made Village history. Trustee Donaldson was also the first Black American to serve in multiple positions as a member of Village staff, most recently as Village Treasurer. We are fortunate to have such a great community advocate serving on the Board and we look forward to his continued contributions.



B. Fiscal Year 2023-2024 Year End Budget Report

Attached to this letter is the tentative Fiscal Year End Budget Report for FY 2023-2024. As Trustees are aware, the Village is in the process of completing its annual audit. With an anticipated delivery in September or October, the annual audit will provide staff with finalized income and expenditures for FY 2023-2024. Based on current indications, I am pleased to report that each department stayed under their total budgeted expenditures. Additionally, it appears that the Village exceeded its budgeted revenue of \$7,452,429 by \$726,083.37 for a total of \$8,178,512.37. This amount does not include the estimated \$245,000 generated by the Parks and Recreation Department last fiscal year. This income will be transferred to both the Capital Infrastructure Fund and the Capital Equipment Replacement Fund for Parks and Recreation capital purposes after the completion of the annual audit.

C. Community and Economic Development

Our Village continues to grow. Last fiscal year, the Community and Economic Development Department issued 525 permits, 42 of those were for new single-family constructions. Those 42 new home starts represent over \$15,815,650 in project costs, which is a great investment in our community. Additionally, the Village saw over \$8,065,000 in commercial property investments from 4 projects alone.

As previously mentioned, the Board of Trustees approved the Building and Property Enhancement Grant which is a first for the Village. Through this program, the hope is to incentivize further investments in commercial properties throughout the Village, while providing business owners with an opportunity to maximize their investments with matching grant funds. As a reminder, this program offers up to \$10,000 reimbursement of 50% of the approved eligible project costs per grant. Staff will begin to advertise this program in August with applications being available in September. Applications can be submitted between November 1 and November 15.

The biggest news regarding economic development was the Board of Trustees designating the Downtown Development Group as the exclusive developers of Downtown Savoy. The enabling resolution sets out criteria and benchmarks that need to be met. The Developers presented their vision to the Board and continue to engage with various stakeholder groups. The Board of Trustees can expect an update on the project near the end of FY Q2.

D. Public Works

The Village was awarded over \$22.6M through the highly competitive Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant last fiscal year. This is a federal grant provided through the U.S. Department of Transportation. On behalf of the Village, I would like to again thank Congresswoman Nikki Budzinski; Senator Dick Durbin; Senator Tammy Duckworth; Champaign County First; and all the state and local officials who fiercely advocated and supported this grant application. With our combined hard work, and through



our passionate advocacy, the Village's decades-long dream of the Curtis Road Grade Separation and Complete Streets Project is becoming reality. As I have mentioned before, This is a generational and transformational investment, not only for the Village but for the entire Champaign-Urbana-Savoy region.

With the award of this grant, the Curtis Road Grade Separation and Complete Streets Project proceeds on schedule. The Village continues to collaborate and partner with various state, federal, and private entities to deliver this project. Currently, staff is working with the Village's engineering consultants, Clark Dietz; the Illinois Department of Transportation; and Canadian National to complete Phase II engineering for the project. It is anticipated that construction will begin sometime in 2026 and complete before the end of 2028. A formal project update is anticipated to occur sometime in FY Q3.

As noted previously in this letter, the Board of Trustees approved the Village's Stormwater Masterplan last fiscal year. Work will begin with an evaluation of the Arbours Sub-watershed. The Village will continue to work with Farnsworth on the project, with staff providing updates and operationally prudent. This work continues simultaneously with other capital infrastructure projects, such as the Prairie Fields Shared Use Path; the Golfview Court Reconstruction Project; the East Church Street Milling and Resurfacing Project; and the First Street Bridge Improvement Project.

The Public Works Department also responded to various severe weather events throughout the past fiscal year with professionalism and quality service. It is hard to quantify all the work they do. However, I can see, and hear from residents, how hard they work at keeping Savoy a safe and infrastructurally sound community.

E. Parks and Recreation

The Village is fortunate to have an energized and creative Parks and Recreation staff. Moreover, the Village has dedicated Parks and Recreation members who absolutely love our facilities and programs. In addition to all the camps and regular events the Department provides, staff continues to create new ways for residents and others to enjoy unique programming and experiences, such as Cardio Drumming and the Mother Son Nerf War. Overall, the Department saw a 23% increase in check-ins over the previous fiscal year: 30,045 in FY 2023-2024 versus 24,407 in FY 2022-2023.

Another unique experience was the Village's participation in the 2024 Illinois Marathon Race Weekend. This event was well received, and the Village was featured in various media outlets highlighting its commitment to a successful Marathon. I would like to offer a special thanks to Trustee Larry Kanfer and Trustee Heather Mangian for their efforts in rallying community support and interest in this year's event.

Additionally, the Parks and Recreation Department completed updates to the Recreation Center last fiscal year. New tile flooring was installed; areas of the building received a new coat of paint; and new artwork was hung throughout the building. I am very pleased with the new look Recreation Center and hope our members are too.

F. Fire

The Village welcomed its first full-time Fire Chief last fiscal year. Chief Smith has served on the Fire Department for almost 20 year and has been a welcomed addition. The Board of Trustees also permitted the piloting of part-time shift work which has become the standard for FY 2024-2025. In all of calendar year 2023, the Fire Department responded to 1,036 calls for service. This is a slight decrease from calendar year 2022's 1,089 calls for service. Regardless, call volume continues to increase dramatically from the 756 calls in calendar year 2021.

As noted above, the Board of Trustees provided methods for cost recovery of Fire Department expenses and recently permitted the increase in costs for contractual fire protection services. This effort will begin to end the resident-subsidized fire services provided to property outside the Village's limits.

I continue to monitor how staffing at the Fire Department plays a role in the delivery of emergency services. Anecdotally, I can say that morale has improved significantly with the addition of part-time scheduling. However, this will continue to be an element that the Board of Trustees should review. The costs of operating 24/7, on a scheduled part-time basis, will be difficult to determine until the department is able to staff accordingly. Right now, the Department continues to operate on a combination of paid-on-call and part-time shifts. Chief Smith and his team are working to recruit and retain experienced part-time firefighters to join Savoy. As the Department makes progress in this effort, the Board of Trustees will be appropriately updated.

G. Upcoming Village Projects in FY 2024-2025

Below is a sampling of the projects that staff will provide updates for. The Board of Trustees will have an opportunity to weigh-in on:

- Ideas for Downtown Savoy
- Updates to the Village's Comprehensive and Future Land Use Plan
- Completion of the Unified Development Ordinance
- Updates regarding the Curtis Road Grade Separation and Complete Streets Project
- Colbert Park Design and Improvements
- Next Steps for implementing the Stormwater Masterplan

Each of these items will be presented to the Board of Trustees by staff throughout the 2024-2025 fiscal year.



H. Upcoming Legislative Item

Of particular importance to the Village are the various pieces of legislation passed each session by the General Assembly. One key public act is anticipated to be the repeal of the Grocery Tax. This repeal could impact the Village's ability to provide various services or could impact the Village's ability to start new projects. The financial impact is difficult to measure, due to how the tax is reported. However, staff estimates that the annual budgetary impact to the Village may be between \$350,000 to \$450,000. The Board of Trustees already passed a balanced budget. In an abundance of caution, I directed staff to prepare for budget expenditure reductions if such action was needed.

However, the bill that is anticipated to be signed by the Governor delays the repeal of the Grocery Tax to January 1, 2026. Additionally, the bill allows municipalities to levy a local Grocery Tax at the same 1% rate that the State intends to repeal. While the fiscal impact of this topic will not be realized until the FY 2025-2026 Annual Budget, it would be prudent for the Board of Trustees to debate the policy implications of this bill and what the Village's course of action should be. The Illinois Department of Revenue has communicated that should a municipality decide to levy a local Grocery Tax, the Department would need such an enabling ordinance no later than **October 1, 2025** to avoid issues with the January 1, 2026 State repeal.

I would like to end with how I began by thanking you, again, for your time and commitment in serving the residents of Savoy. Here's to another successful year. If you have any questions or would like to discuss elements of this letter further, please do not hesitate to contact me.

With Respects,

John P. Brown
Village President

Attachment

- Fiscal Year 2023-2024 Year End Budget Report



Report to the Board of Trustees

June 6, 2024

To: Village President and the Board of Trustees
Cc: Christopher Walton, Village Administrator
From: Jolene Gensler, Village Treasurer

In re: Treasurer’s Report – May 2024

Key Points

- “Cash on hand” represents the combined account balances of unrestricted general funds as well as restricted/special funds contained within Village accounts.
- State of the Village Treasury monthly beginning balances, YTD received, and current balances represent a “snapshot” of each account as of the date of the Village Treasurer’s Certificate.

Background

A. General Information. Per 65 ILCS 5/3.1-35-45, “At the end of every month, and oftener if required by the corporate authorities, the municipal treasurer shall render an account under oath to the corporate authorities, or to an officer designated by ordinance, showing the state of the treasury at the date of the account and the balance of money in the treasury. The treasurer shall accompany the account with a statement of all money received into the treasury and on what account, together with all warrants redeemed and paid by the treasurer”. Please note that this is a fiscal year-to-date (YTD) report given one (1) month in arrears.

B. State of the Village Treasury. As of May 31, 2024, the Village had \$16,513,859.65 cash on hand, represented by the following accounts:

	Beginning Balance	YTD Received	Current Balance
General Fund	\$252,403.62	\$83,672.17	\$814,017.39
Fire Department	\$603,122.79	\$11,602.83	\$125,636.67
Parks and Recreation	\$491,157.87	\$26,380.62	\$517,155.92
Sewer Fund	\$759,722.23	\$23,768.95	\$130,080.06
County Tax Revenue	\$1,022,599.25	\$225,543.83	\$739,391.53
Warrants Payable	\$269,958.85	\$0.00	\$223,379.59
State Tax Revenue	\$9,386,990.41	\$692,575.20	\$10,079,565.61
State MFT Revenue	\$901,399.22	\$36,126.19	\$937,525.41
State MFT High Growth	\$452,803.62	\$129.00	\$452,932.62
Rebuild Illinois Funding	\$417.15	\$0.02	\$417.17
Home Rule LMFT Revenue	\$434,504.83	\$21,755.88	\$456,260.71
State MFT Revenue I	\$407,950.25	\$106,718.89	\$514,669.14
TIF Funds	\$12,983.53	\$0.55	\$12,984.08
General Fund II	\$1,500,000.00	\$9,843.75	\$1,509,843.75
Totals	\$16,496,013.62	\$1,238,117.88	\$16,513,859.65



Report to the Board of Trustees

C. **Definition of Terms.** Funding listed in Section B of this report have the following definitions:

1. **General Fund** – All general income for the Village is deposited into this account. Revenue includes, but is not limited to, fines; fees; lease payments; Hotel and Motel Tax revenue; and franchise agreements.
2. **Fire Department** – All revenue generated by the Fire Department is deposited into this account. Revenue includes, but is not limited to, hydrant testing, contracted fire protection and revenue received from the annual levy extension.
3. **Parks and Recreation** – All revenue generated by the Parks and Recreation Center activities are deposited into this account. Revenue includes, but is not limited to, admission, membership and program fees, park rental fees, admission fees and facility rentals.
4. **Sewer Fund** – All revenue provided by the Urbana-Champaign Sanitary District (UCSD) and generated from developer connection fees are deposited into this account.
5. **County Tax Revenue** – The annual levy extension provided to the Village by the County is deposited into this account, and is transferred out to the General Fund, TIF Fund and Fire Department accounts to fund levied expenditures.
6. **Warrants Payable** – This account is the Village’s operating expense payment account. Funding is transferred from all other accounts into Warrants Payable to fund Village wide expenditures.
7. **State Tax Revenue** – All general income provided to the Village from the State is deposited into this account. Revenue includes, but is not limited to, sales tax, income tax, and cannabis income.
8. **State MFT Revenue I** – All revenue provided to the Village from the State Motor Fuel Tax funding formula is deposited into this account.
9. **State MFT Revenue II** – This account is to hold State Motor Fuel Tax revenue initially intended for expenditure in the Warrants Payable account but was subsequently unneeded due to cost savings. State MFT funds are required to be isolated from other revenue sources.
10. **Rebuild Illinois Funding** – All revenue provided to the Village through the Rebuild Illinois capital improvements program are deposited into this account.
11. **Home Rule LMFT Revenue** – All revenue generated from the Village’s \$.05 (5 cents) per gallon motor fuel tax is deposited into this account.
12. **TIF Funds** - Revenue provided through the Village’s Tax Incremental Funds (TIF) are held in this account.
13. **General Fund II** – These accounts hold money that the Village has reserved for specific purposes.



Report to the Board of Trustees

D. Warrants Payable. For the dates of May 1, 2024, through May 31, 2024, the Village expended \$382,356.40. The complete Warrants Payable list is included with this report as “Attachment A”.

Signatures

Jolene Gensler, CPA
Village Treasurer

Attachment(s)

- Attachment A – May 2024 Warrants Payable Check Register

Check Issue Date	Check	Payee	Check Amount	Description
05/09/2024	45847	4 IMPRINT INC	2,286.21	MARKETING
05/02/2024	45807	A&R MECHANICAL CONTRACT	14,298.53	Floral Park Court Project
05/02/2024	45808	AAIM EA Training and Consulting	49.60	Human Resources Expense
05/02/2024	45809	ACE HARDWARE 665	21.51	Emergency Repairs
05/16/2024	45881	ACE HARDWARE 665	38.10	Building Maintenance - SMC
05/23/2024	45920	ACE HARDWARE 665	10.39	Building Maintenance - SMC
05/09/2024	45871	ADVANCED DIGITAL SOLUTION	527.36	INFORMATION TECHNOLOGY SERVIC
05/30/2024	45976	AFC INTERNATIONAL INC	297.76	EQUIPMENT REPLACEMENT
05/02/2024	45810	Amazon Capital Services	39.44	Official Village Business Expe
05/09/2024	45848	Amazon Capital Services	199.94	PROGRAM SUPPLIES
05/16/2024	45882	Amazon Capital Services	269.87	Parks and Recreation
05/23/2024	45921	Amazon Capital Services	5,705.09	OFFICE EQUIPMENT
05/30/2024	45977	Amazon Capital Services	249.09	PROGRAM SUPPLIES
05/02/2024	45811	AMEREN ILLINOIS (34)	83.94	STREET LIGHT CHARGE
05/02/2024	45812	AMEREN ILLINOIS (34)	111.98	STREET LIGHT CHARGE
05/09/2024	45849	AMEREN ILLINOIS (34)	106.16	Utilities - Public Works
05/09/2024	45850	AMEREN ILLINOIS (34)	357.01	Utilities - Public Works
05/09/2024	45872	AMEREN ILLINOIS (34)	417.76	STREET LIGHT CHARGE
05/09/2024	45873	AMEREN ILLINOIS (34)	491.12	STREET LIGHT CHARGE
05/09/2024	45874	AMEREN ILLINOIS (34)	162.03	UTILITIES
05/09/2024	45875	AMEREN ILLINOIS (34)	234.30	Utilities - Municipal Center
05/23/2024	45922	AMEREN ILLINOIS (34)	2,005.01	UTILITIES
05/23/2024	45923	AMEREN ILLINOIS (34)	3,838.77	STREET LIGHT CHARGE
05/23/2024	45924	AMEREN ILLINOIS (34)	41.92	UTILITIES
05/23/2024	45925	AMEREN ILLINOIS (34)	32.95	STREET LIGHT CHARGE
05/23/2024	45926	AMEREN ILLINOIS (34)	34.57	Utilities - Public Works
05/23/2024	45927	AMEREN ILLINOIS (34)	744.03	Utilities - Fire
05/23/2024	45928	AMEREN ILLINOIS (34)	70.28	Utilities - Municipal Center
05/23/2024	45929	AMEREN ILLINOIS (34)	32.65	Utilities - Municipal Center
05/23/2024	45930	AMEREN ILLINOIS (34)	237.95	STREET LIGHT CHARGE
05/23/2024	45931	AMEREN ILLINOIS (34)	42.32	Utilities - Municipal Center
05/23/2024	45932	AMEREN ILLINOIS (34)	147.91	Utilities - Public Works
05/23/2024	45933	AMEREN ILLINOIS (34)	66.10	Utilities - Municipal Center
05/23/2024	45934	AMEREN ILLINOIS (34)	120.95	STREET LIGHT CHARGE
05/23/2024	45935	AMEREN ILLINOIS (34)	6.05	Utilities - Public Works
05/23/2024	45936	AMEREN ILLINOIS (34)	131.21	STREET LIGHT CHARGE
05/23/2024	45937	AMEREN ILLINOIS (34)	88.17	Utilities - Fire
05/23/2024	45938	AMEREN ILLINOIS (34)	1,754.24	STREET LIGHT CHARGE
05/23/2024	45939	AMEREN ILLINOIS (34)	79.11	Utilities - Municipal Center
05/13/2024	45687	AMERICAN DOWELL SIGN CO I	2,752.00-	Welcome Sign Repair (VOIDED)
05/16/2024	45883	AMERICAN DOWELL SIGN CO I	2,752.00	Welcome Sign Repair
05/23/2024	45940	ANDERSON, GREG	25.00	Professional Development
05/02/2024	45813	AREA-WIDE TECHNOLOGIES IN	4,739.90	INFORMATION TECHNOLOGY SERVIC
05/16/2024	45884	AUTOZONE	31.34	EQUIPMENT MAINTENANCE
05/30/2024	45978	BARBECK COMMUNICATIONS	3,098.60	EQUIPMENT MAINTENANCE
05/02/2024	45814	BEST WESTERN - PARADISE IN	20,000.00	Redevelopment Agreements
05/02/2024	45815	BIRKEY'S	193.33	EQUIPMENT MAINTENANCE
05/30/2024	45979	BIRKEY'S	179.62	EQUIPMENT MAINTENANCE
05/23/2024	45941	BLACK, WILLIAM N	23.09	PROFESSIONAL DEVELOPMENT
05/16/2024	45885	CENTRAL ROOFING LLC	2,395.78	Building Maintenance - PW
05/02/2024	45816	CHAMPAIGN CO SHERIFF'S OF	47,322.83	POLICE CONTRACT
05/23/2024	45942	CHAMPAIGN CO SHERIFF'S OF	47,322.83	POLICE CONTRACT
05/09/2024	45851	CHEMICAL MAINTENANCE INC	160.20	JANITOR SUPPLIES
05/09/2024	45852	CINTAS	67.54	JANITOR SUPPLIES

Check Issue Date	Check	Payee	Check Amount	Description
05/30/2024	45980	CINTAS	331.76	PARK & GROUND MAINT SUPPLIES
05/09/2024	45876	CITY OF CHAMPAIGN	19,800.00	METCAD DISPATCHING
05/02/2024	45817	CivicPlus LLC	3,839.00	INFORMATION TECHNOLOGY SERVIC
05/09/2024	45853	COMCAST	12.65	Utilities - Fire
05/29/2024	45886	COMCAST	.00	Utilities - Municipal Center (VOIDED)
05/30/2024	45981	COMCAST	31.51	Utilities - Municipal Center
05/09/2024	45877	CONSOLIDATED COMMUNICATI	891.62	UTILITIES
05/02/2024	45818	COUNTRY ARBORS NURSERY I	335.00	STR TREES & URBAN FOR. MAINT.
05/30/2024	45982	COUNTRY ARBORS NURSERY I	3,317.00	PARK & GROUND MAINT SUPPLIES
05/23/2024	45943	COUNTY COLLECTOR	44.50	REAL ESTATE TAX
05/23/2024	45944	COUNTY COLLECTOR	77.88	REAL ESTATE TAX
05/23/2024	45945	COUNTY COLLECTOR	38.94	REAL ESTATE TAX
05/23/2024	45946	COUNTY COLLECTOR	38.94	REAL ESTATE TAX
05/23/2024	45947	COUNTY COLLECTOR	781.94	REAL ESTATE TAX
05/23/2024	45948	COUNTY COLLECTOR	186.74	REAL ESTATE TAX
05/23/2024	45949	COUNTY COLLECTOR	74.70	REAL ESTATE TAX
05/23/2024	45950	COUNTY COLLECTOR	52.46	REAL ESTATE TAX
05/23/2024	45951	COUNTY COLLECTOR	8.36	REAL ESTATE TAX
05/23/2024	45952	COUNTY COLLECTOR	95.66	REAL ESTATE TAX
05/16/2024	45887	CRAIG, RYAN	196.19	WORK APPAREL
05/16/2024	45888	CU HARDWARE COMPANY	41.02	EQUIPMENT MAINTENANCE
05/23/2024	45953	CU HARDWARE COMPANY	10.61	ST. OPS SUPPLIES
05/02/2024	45819	Delta Dental of Illinois	1,593.50	GROUP HEALTH INSURANCE
05/30/2024	45983	Delta Dental of Illinois	1,767.08	GROUP HEALTH INSURANCE
05/02/2024	45820	DRAKE-SCRUGGS EQUIPMENT	695.00	EQUIPMENT MAINTENANCE
05/09/2024	45854	EASTERN ILLINI ELECTRIC CO	80.98	Utilities - Public Works
05/02/2024	45821	FERTILIZER DEALER SUPPLY I	87.78	EQUIPMENT MAINTENANCE
05/16/2024	45889	FIRST NATIONAL BANK OMAHA	1,796.26	PARK & GROUND MAINT SUPPLIES
05/16/2024	45890	FIRST NATIONAL BANK OMAHA	361.65	Office Supplies Expense
05/16/2024	45891	FIRST NATIONAL BANK OMAHA	78.94	MISC EXPENSE
05/16/2024	45892	FIRST NATIONAL BANK OMAHA	81.48	EQUIPMENT MAINTENANCE
05/16/2024	45893	FIRST NATIONAL BANK OMAHA	663.70	PROGRAM SUPPLIES
05/16/2024	45894	FIRST NATIONAL BANK OMAHA	9.59	MISC EXPENSE
05/23/2024	45954	FIRST NATIONAL BANK OMAHA	820.68	PROGRAM SUPPLIES
05/23/2024	45955	FIRST NATIONAL BANK OMAHA	1,381.03	PROGRAM SUPPLIES
05/23/2024	45956	FIRST NATIONAL BANK OMAHA	314.11	MISC EXPENSE
05/23/2024	45957	FIRST NATIONAL BANK OMAHA	719.60	PROFESSIONAL DEVELOPMENT
05/23/2024	45958	GALLIVAN, RACHAEL	11.15	VEHICLE & EQU MAINTENANCE
05/16/2024	45895	GEORGE MALLOCH COMPANY	750.00	Building Maintenance - Fire
05/23/2024	45959	GRABER BUILDING SUPPLY SA	13.50	VEHICLE & EQU MAINTENANCE
05/09/2024	45855	HAAKSMA, JAMES A	300.00	WORK APPAREL
05/16/2024	45896	HEALTH ALLIANCE MEDICAL PL	86,236.00	GROUP HEALTH INSURANCE (2 Months)
05/16/2024	45897	HINCKLEY SPRINGS	60.33	PARK & GROUND MAINT SUPPLIES
05/23/2024	45960	Houseal Lavigne Associates	7,990.00	Comp Plan Update & Implement
05/02/2024	45822	ILLINI FS	3,250.00	EQUIPMENT MAINTENANCE
05/23/2024	45961	ILLINI FS	243.60	EQUIPMENT MAINTENANCE
05/02/2024	45823	ILLINOIS AMERICAN WATER	18.37	Utilities - Public Works
05/09/2024	45856	ILLINOIS AMERICAN WATER	31.31	Utilities - Municipal Center
05/09/2024	45857	ILLINOIS AMERICAN WATER	104.24	Utilities - Municipal Center
05/09/2024	45858	ILLINOIS AMERICAN WATER	94.46	Utilities - Recreation Center
05/09/2024	45859	ILLINOIS AMERICAN WATER	18.29	Utilities - Municipal Center
05/09/2024	45860	ILLINOIS AMERICAN WATER	1,188.12	Utilities - Public Works
05/09/2024	45861	ILLINOIS AMERICAN WATER	68.73	Utilities - Public Works
05/09/2024	45862	ILLINOIS AMERICAN WATER	26.89	Utilities - Fire

Check Issue Date	Check	Payee	Check Amount	Description
05/09/2024	45863	ILLINOIS AMERICAN WATER	23.17	Utilities - Municipal Center
05/09/2024	45864	ILLINOIS AMERICAN WATER	59.79	Utilities - Public Works
05/09/2024	45865	ILLINOIS AMERICAN WATER	142.33	Utilities - Fire
05/09/2024	45866	ILLINOIS AMERICAN WATER	59.79	Utilities - Recreation Center
05/09/2024	45878	ILLINOIS AMERICAN WATER	87.70	Utilities - Public Works
05/09/2024	45879	ILLINOIS AMERICAN WATER	18.39	Utilities - Public Works
05/16/2024	45898	ILLINOIS AMERICAN WATER	28.83	Utilities - Public Works
05/02/2024	45824	ILLINOIS PORTABLE TOILETS	425.00	PARK & GROUND MAINT SUPPLIES
05/30/2024	45984	ILLINOIS PORTABLE TOILETS	1,025.00	PARK & GROUND MAINT SUPPLIES
05/02/2024	45825	IWORQ SYSTEMS INC	15,634.00	Annual Work Order License
05/02/2024	45826	Kanfer, Larry	1,000.00	Official Village Business Expe (Marathon)
05/23/2024	45962	KEEFE, MICHEAL	685.00	EQUIPMENT MAINTENANCE
05/02/2024	45827	KEY EQUIPMENT & SUPPLY CO	624.50	EQUIPMENT MAINTENANCE
05/16/2024	45899	KIMBALL MIDWEST	644.66	SHOP SUPPLIES
05/16/2024	45900	KOENIG BODY AND EQUIPMENT	1,688.74	EQUIPMENT MAINTENANCE
05/16/2024	45901	KONICA MINOLTA BUSINESS S	7,556.05	CED Plotter Printer
05/09/2024	45867	KOONTZ, TOBY	300.00	WORK APPAREL
05/09/2024	45880	MANSFIELD POWER AND GAS	1,327.83	Utilities - Recreation Center
05/16/2024	45902	MARTIN EQUIPMENT	679.39	EQUIPMENT MAINTENANCE
05/02/2024	45828	MENARDS	.00	Emergency Repairs (VOID)
05/23/2024	45963	MENARDS	217.24	ST. OPS SUPPLIES
05/02/2024	45829	MID-STATE FIRE REPAIR	1,328.20	VEHICLE & EQU MAINTENANCE
05/30/2024	45985	MID-STATE FIRE REPAIR	7,094.80	VEHICLE & EQU MAINTENANCE
05/30/2024	45986	MIDWEST FIBER RECYCLING	50.69	Waste Hauling - Rec
05/02/2024	45830	MINUTEMAN PRESS	57.11	Official Village Business Expe
05/23/2024	45964	NAPA AUTO PARTS DIV OF MPE	28.99	EQUIPMENT MAINTENANCE
05/29/2024	45903	NAPA AUTO PARTS DIV OF MPE	.00	EQUIPMENT MAINTENANCE
05/30/2024	45987	NAPA AUTO PARTS DIV OF MPE	153.96	EQUIPMENT MAINTENANCE
05/09/2024	45868	OSF Medical Group	189.00	Human Resources Expense
05/02/2024	45831	PREMIER COOPERATIVE INC	4,355.70	VEHICLE FUEL
05/23/2024	45965	PREMIER COOPERATIVE INC	3,518.97	VEHICLE FUEL
05/23/2024	45966	QUADIANT FINANCE USA INC	200.00	POSTAGE
05/16/2024	45904	RAHN EQUIPMENT COMPANY	178.74	EQUIPMENT MAINTENANCE
05/02/2024	45832	REPUBLIC SERVICES #729	1,041.00	Waste Hauling - PW
05/16/2024	45905	REPUBLIC SERVICES #729	256.24	Waste Hauling - PW
05/30/2024	45988	REPUBLIC SERVICES #729	1,278.72	Waste Hauling - PW
05/02/2024	45833	RUSH TRUCK CENTERS	2,570.45	EQUIPMENT MAINTENANCE
05/16/2024	45906	RUSH TRUCK CENTERS	141.00	EQUIPMENT MAINTENANCE
05/23/2024	45967	RUSH TRUCK CENTERS	65.89	EQUIPMENT MAINTENANCE
05/02/2024	45834	Securitas Electronic Security Inc	1,025.28	ALARM SERVICE - FIRE
05/23/2024	45968	Serra Champaign	48.82	EQUIPMENT MAINTENANCE
05/30/2024	45989	SPECIALTY COMMERCIAL FLO	11,451.00	Parks and Recreation
05/30/2024	45990	STAR BBQ	600.00	MISC EXPENSE
05/02/2024	45835	SUN LIFE FINANCIAL	1,592.50	LIFE INSURANCE
05/23/2024	45969	SUN LIFE FINANCIAL	1,498.66	LIFE INSURANCE
05/16/2024	45907	TEE JAY CENTRAL INC	334.70	Utilities - Municipal Center
05/02/2024	45836	TEPPER ELECTRIC SUPPLY CO	445.49	PARK & GROUND MAINT SUPPLIES
05/02/2024	45837	TERMINIX SERVICES INC	122.00	Emergency Repairs
05/30/2024	45991	TERMINIX SERVICES INC	61.00	Building Maintenance - Fire
05/30/2024	45992	TERMINIX SERVICES INC	56.00	Building Maintenance - Recreat
05/30/2024	45993	TERMINIX SERVICES INC	61.00	Building Maintenance - SMC
05/09/2024	45869	Teska Associates Inc	270.00	Comp Plan Update & Implement
05/23/2024	45970	THE SHERWIN WILLIAMS CO	63.48	Building Maintenance - Fire
05/16/2024	45908	THOMAS MAMER LLP	1,890.00	LEGAL

Check Issue Date	Check	Payee	Check Amount	Description
05/02/2024	45838	ULINE	64.24	Office Equipment and Supplies
05/23/2024	45971	ULINE	248.70	Building Maintenance - PW
05/09/2024	45870	UNIVERSITY OF ILLINOIS-GEN	650.00	TRAINING
05/23/2024	45972	URBANA & CHAMPAIGN SANITA	104.44	Building Maintenance - Fire
05/23/2024	45973	URBANA & CHAMPAIGN SANITA	51.73	Utilities - Municipal Center
05/23/2024	45974	URBANA & CHAMPAIGN SANITA	63.67	Utilities - Recreation Center
05/02/2024	45839	VERIZON WIRELESS	1,089.16	UTILITIES
05/30/2024	45994	VERIZON WIRELESS	1,054.87	INFORMATION TECHNOLOGY SERVIC
05/23/2024	45975	Warning Lites of Southern Illinois	2,378.50	PARK & GROUND MAINT SUPPLIES
05/29/2024	45909	Warning Lites of Southern Illinois	.00	STREET & SIDEWALK REPAIR
05/30/2024	45995	Warning Lites of Southern Illinois	290.00	STREET & SIDEWALK REPAIR
05/30/2024	45996	WINGMAN V LLC	50.00	MISC EXPENSE
Grand Totals:			<u>382,356.40</u>	



**MINUTES OF THE BOARD OF TRUSTEES AND PLANNING COMMISSION
JOINT SPECIAL MEETING**

DATE: Wednesday, May 1, 2024

CONVENED: 5:31 PM

ADJOURNED: 7:51 PM

PLACE: 402 W. Graham Drive
Savoy, Illinois 61874

The Board of Trustees and Planning Commission met in a joint special meeting Wednesday, May 1, 2024, at 5:30 p.m. at the Recreation Center.

ELECTED OFFICIALS PHYSICALLY PRESENT: Trustees: Dennis K. Donaldson, Larry Kanfer, Heather Mangian, Jan Carter Niccum, Dee Shonkwiler, and Bill Vavrik,

ELECTED OFFICIALS PRESENT VIA TELECONFERENCE: None

ELECTED OFFICIALS ABSENT: President John P. Brown

PLANNING COMMISSION BOARD: Commissioners: Greg Anderson, Karen Cottrell, and Aqeel Shhaib

PLANNING COMMISSIONERS ABSENT: Commissioners: Paul Dalbey, Gina Lee-Olukoya, and Cynthia Morgan.

STAFF PRESENT: Village Clerk Wendy Hundley, Public Works Director Roland White, Village Attorney Marc Miller, Building Safety Supervisor Orié Turnbull, and Management Analyst Caitlin Kelly

OTHERS PRESENT: Houseal Lavigne Project representative, Planner Ruben Shell

1. CALL TO ORDER

President Pro-tempore Dee Shonkwiler called the Board of Trustees and Planning Commission special joint meeting to order at 5:31 p.m.

2. ROLL CALL

Village Clerk Wendy Hundley the called the roll as follows:

Present: Trustees: Kanfer, Niccum, Shonkwiler, and Vavrik

* Trustee Donaldson arrived at 5:32 p.m. and Trustee Mangian arrived at 5:33 p.m.

Absent: President Brown

A quorum was declared for the Board of Trustees.

Planning Commissioners Present: Chairperson Greg Anderson (arrived at 5:48), Karen Cottrell, and Aqeel Shaib.

Planning Commissioners Absent: Paul Dalbey, Gina Lee-Olukoya, and Cynthia Morgan.

3. PUBLIC COMMENT

The following residents provided public comments: Ted Davis, Robert Noftz, Carol Noftz, JC Panska, Bill and Kay Gilliland expressed their concerns about parking issues during public events at the Recreation Center.

4. DISCUSSION ITEM

a. Presentation – Unified Development Ordinance Update

Planner II Ruben Shell started the presentation with a project overview update and the purpose of the presentation was to review the draft for chapter two and three. The purpose was to discuss major points of changes from the existing regulations and to hear the board's input on key issues for the drafted chapters 2 and 3.

Mr. Shell provided an update on the district standards for R-1, R-2, and R-2A single-family low-density residence district, and R-3 and R-4 multiple-family residence district. He then provided a scope of work that included project initiation; community engagement; existing conditions analysis and preliminary recommendations; district and use standards; development and sign standards; subdivision and zoning procedures, and draft of a final UDO.

Recommendations per consultant are as follows: based on the results of the Nonconformities Analysis, it is recommended that the R-1 district lot area minimum be revised to 9,600 square feet and that the lot width standard be revised to 45 feet. It is recommended that R-2 district lot area minimum of 7,000 square feet be retained and that the lot width standard be revised to 50 feet, and R-2A lot area minimum be reduced to 4,000 square feet and that the lot width standard be revised to either 45 or 40 feet.

There was discussion and Mr. Shell answered questions from the Board of Trustees and Planning Commission to include Chapter 2 districts standards for the R-1, R-2, and R-2A; should the Village consider consolidating R-1 and R-2; should setbacks between buildings be 10 feet instead of 8 feet as currently prescribed by code; short-term rentals definition, zoning, and code enforcement; solar regulations; and mobile homes.

Planner II Caitlin Kelly encouraged the board to send any comments or questions via email and she would share with consultants.

5. ADJOURNMENT

There being no further business to come before the Board of Trustees meeting, President Pro-tempore Shonkwiler adjourned the meeting at 7:51 p.m.

Wendy M. Hundley
Village Clerk

This meeting was not recorded.

Minutes Approved:



MINUTES OF THE BOARD OF TRUSTEES MEETING

DATE: Wednesday, May 15, 2024
CONVENED: 7:00 PM
ADJOURNED: 8:20 PM
PLACE: 611 North Dunlap Avenue
Savoy, Illinois 61874

The Board of Trustees met in a regular session on Wednesday, May 15, 2024, at 7:00 p.m. at the Robert C. McCleary Municipal Center.

ELECTED OFFICIALS PHYSICALLY PRESENT: President John P. Brown, Trustees: Dennis Donaldson, Larry Kanfer, Heather Mangian, Jan Carter Niccum, Dee Shonkwiler, and Bill Vavrik.

ELECTED OFFICIALS PRESENT VIA TELECONFERENCE: None

ELECTED OFFICIALS ABSENT: None

STAFF PRESENT: Village Administrator Christopher Walton, Village Clerk Wendy Hundley, Village Attorney Marc Miller, and Village Treasurer Jolene Gensler.

OTHERS PRESENT: Champaign County Sheriff Dustin Heuerman and Lt. Dave Sherick; COO Kyle Kirchhoefer and CEO Marissa Siero of Downtown Development Group.

1. CALL TO ORDER

The Board of Trustees meeting was called to order at 7:00 p.m. by President Brown.

2. ROLL CALL

Village Clerk Wendy Hundley called the roll as follows:

Present: President Brown and Trustees: Donaldson, Kanfer, Mangian, Niccum, Shonkwiler, and Vavrik.

Absent: None

Via Teleconference: None

A quorum was declared.

3. PLEDGE OF ALLEGIANCE

Pledge of Allegiance was recited.

4. PRESIDENT'S REMARKS

President Brown congratulated Trustee Niccum on his recent marriage. He acknowledged that Memorial Day is coming up and he expects the American Legion will be having an

Prior to final vote Trustee Niccum asked about the status of the Zoning Board of Appeals appointments. President Brown and Village Administrator Walton said they will continue to serve on their expire terms until the UDO is finalized since the goal is to consolidate the board.

Yes: Donaldson, Kanfer, Mangian, Niccum, Shonkwiler, and Vavrik.

No: None

Abstentions: None

9. STUDY SESSION

a. Study Session 2024-03: Downtown Development Group

President Brown gave the floor to the Downtown Development Group representatives. Chief Executive Officer (CEO) Marissa Siero and Chief Operations Officer Kyle Kirchhoefer introduced themselves as the Downtown Development Group. CEO Marissa Siero spearheaded the presentation by giving a summary of the work that has been done thus far. They provided results from a survey they conducted about their future plans for the Village's Downtown. The final results revealed that people value safety, location, and community; residents want more restaurants and retail stores; and to be pedestrian friendly, accessible parking, and accessible bike paths. Discussion ensued.

After the presentation and discussion, the presenters and staff addressed the following questions from the board: green spaces; noise control; safety and visibility; living spaces; and optional concepts.

10. NEW BUSINESS

Trustee Kanfer and Mangian provided a summary of the efforts that took place to make the Illini Marathon a successful event for the Village.

President Brown asked the board for a reconsideration of lowering the not-for-profit gaming riders and terminal fees. He proposed a reduction in the rider from \$500 to \$100 and per terminal fee from \$250 to \$25. Discussion followed.

After the discussion, a straw poll was taken with a unanimous consensus to reduce the rider from \$500 to \$100 and per terminal fee from \$250 to \$50. Staff will bring an amendment to the original ordinance at the first meeting in June.

11. ADJOURNMENT

There being no further business to come before the Board of Trustees meeting, President Brown adjourned the meeting at 8:20 p.m.

Wendy M. Hundley
Village Clerk

Kimberly Craddock
Recording Secretary

[This meeting was recorded.](#)

Minutes Approved:

DRAFT

VILLAGE OF SAVOY
CHAMPAIGN COUNTY, ILLINOIS

ORDINANCE 2024-O-04

AN ORDINANCE AMENDING TITLE 5, CHAPTER 5.08, SECTION 5.08.210(C) OF THE
VILLAGE CODE REGARDING ANNUAL VIDEO GAMING FEES FOR NON-PROFIT
LIQUOR LICENSEES

Passed by the Board of Trustees and
Approved by the President of the
Village of Savoy, Illinois
on June 19, 2024.

ORDINANCE 2024-O-04

AN ORDINANCE AMENDING TITLE 5, CHAPTER 5.08, SECTION 5.08.210(C) OF THE VILLAGE CODE REGARDING ANNUAL VIDEO GAMING FEES FOR NON-PROFIT LIQUOR LICENSEES

WHEREAS, the Village of Savoy, Champaign County, Illinois, hereinafter referred to as the “Village”, is a duly organized, and validly existing, home-rule municipal corporation and body politic of the State of Illinois, created pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois of 1970, and as such may utilize and exercise any power and perform any function pertaining to its governmental affairs; and

WHEREAS, the Board of Trustees discussed changes to the Savoy Municipal Code, hereinafter referred to as the “Village Code,” regarding coin-operated amusement devices and video gaming during an open and duly noticed regular meeting on February 21, 2024; and

WHEREAS, based on said discussion, the Board of Trustees desires to amend the Village Code to account for video gaming specifically and to modify the Village’s codified language regarding coin-operated amusement devices; and

WHEREAS, the Board of Trustees approved said Village Code changes during an open and duly noticed regular meeting on March 6, 2024, through Ordinance 2024-O-02 by a vote of 4-1; and

WHEREAS, after additional community feedback, the Board of Trustees discussed reducing the recently imposed annual license rates for video gaming riders and the per video gaming terminal costs for non-profit liquor license holders during an open and duly noticed regular meeting on May 15, 2024; and

WHEREAS, the Board of Trustees directed staff to develop the appropriate local legislation to enact a One Hundred Dollar (\$100.00) annual VG License Rider fee and a Fifty Dollar (\$50.00) annual fee for each video gaming terminal for non-profit liquor licensees during an open and duly noticed regular meeting on May 15, 2024.

NOW, THEREFORE, BE IT ORDAINED by the Village President and the Board of Trustees of the Village of Savoy, Illinois as follows:

Section 1. The preambles of this Ordinance are deemed accurate and true and are hereby incorporated into this Section as if set out herein in full.

Section 2. Title 5, Chapter 5.08 “Liquor Regulations”, Section 5.08.210(C) “VG License Rider and Video Gaming Terminal Fee”, of the Village Code, is hereby amended to include a new subsection 3 to read, in its entirety, as follows:

3. Notwithstanding the annual fees for VG License Riders and for Video Gaming Terminals previously stated within this Chapter, qualifying non-profit liquor licensees

shall pay an annual fee of \$100 for a VG License Rider and an annual fee of \$50 for each video gaming terminal to be played or operated on the licensed premises.

Section 3. All Village Code provisions, ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded and all others shall remain in full force and effect.

Section 4. This Ordinance shall be in full force and effect upon passage and approval, as provided by the Illinois Municipal Code, as amended.

ORDINANCE 2024-O-04

APPROVED:

John P. Brown
Village President

ATTEST:

Wendy M. Hundley
Village Clerk

VOTING ON ORDINANCE 2024-O-04

	Yes	No	Abstain
Dennis K. Donaldson, Trustee	_____	_____	_____
Larry Kanfer, Trustee	_____	_____	_____
Heather Mangian, Trustee	_____	_____	_____
Jan Carter Niccum, Trustee	_____	_____	_____
Dee Shonkwiler, Trustee	_____	_____	_____
Bill Vavrik, Trustee	_____	_____	_____
John P. Brown, President	_____	_____	_____

VILLAGE OF SAVOY
CHAMPAIGN COUNTY, ILLINOIS

RESOLUTION 2024-R-27

A RESOLUTION APPROVING A COMMERCIAL ADDITION AT
1402 N. DUNLAP AVENUE

Passed by the Board of Trustees and
Approved by the President of the
Village of Savoy, Illinois
on June 19, 2024.

RESOLUTION 2024-R-27

A RESOLUTION APPROVING A COMMERCIAL ADDITION AT 1402 N. DUNLAP AVENUE

WHEREAS, the Village of Savoy, Illinois (hereinafter “Village”) is a duly organized and validly existing home-rule municipal corporation and body politic of the State of Illinois, created in accordance with Section 6(a) of Article VII of the Constitution of the State of Illinois of 1970, and thus may utilize any power and function to further its governmental affairs; and

WHEREAS, the Village received a building rendering and site plan (hereinafter referred to as “site plan” and attached hereto as Attachment “A”) for the construction of an addition to an existing commercial building, approximately 11,900 square feet, at 1402 N. Dunlap Avenue; and

WHEREAS, pursuant to the conditions set forth in Title 17, Chapter 17.12, Section 17.12.090C of the Savoy Municipal Code (hereinafter “Village Code”), the Planning Commission reviewed the application on June 11, 2024, and found the renderings to be generally compatible with surrounding development, consistent with other commercial buildings in the Village, and that the external appearance would have no negative impacts on adjacent properties; and

WHEREAS, the Planning Commission unanimously recommends the Board of Trustees approve the renderings, site plan, and construction of the proposed addition at 1402 N. Dunlap Avenue.

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

Section 1. The preambles of this Resolution are deemed accurate and true and are hereby incorporated into this Section as if set out herein in full.

Section 2. The renderings, site plan, and construction for 1402 N. Dunlap Avenue, a copy of which is attached hereto at Attachment A and incorporated into this Resolution by reference, is hereby approved.

Section 3. The Village President and the Village Administrator are hereby individually authorized and directed to execute this Resolution, as well as to execute and amend any other document, or documents, necessary and appropriate to effectuate this Resolution; the site plan; and needed easement vacations and dedications.

Section 4. The Village Staff, upon receipt of a full set of civil and building plans sealed by a licensed engineer and/or architect, is hereby authorized to complete the civil and site plan reviews for compliance with the relevant building and zoning codes and issue any permits as necessary to facilitate the implementation of the approved renderings and site plan following determination of compliance with said codes.

Section 5. The provisions of this Resolution shall take precedence and be interpreted as superseding any other resolution in conflict with the provisions of this Resolution.

Section 6. This Resolution shall be in full force and effect upon passage and approval, as provided by the Illinois Municipal Code, as amended.

RESOLUTION 2024-R-27

APPROVED:

John P. Brown
Village President

ATTEST:

Wendy M. Hundley
Village Clerk

VOTING ON RESOLUTION 2024-R-27

	Yes	No	Abstain
Dennis K. Donaldson, Trustee	_____	_____	_____
Larry Kanfer, Trustee	_____	_____	_____
Heather Mangian, Trustee	_____	_____	_____
Jan Carter Niccum, Trustee	_____	_____	_____
Dee Shonkwiler, Trustee	_____	_____	_____
Bill Vavrik, Trustee	_____	_____	_____
John P. Brown, President	_____	_____	_____



Report to the Board of Trustees

June 19, 2024

To: Village President and the Board of Trustees
Cc: Christopher Walton, Village Administrator
From: Caitlin Kelly, Community Planner

In re: Resolution 2024-R-27 Report

Key Points

- The subject property is currently used as an automotive sales and service facility. The applicant seeks to construct an addition measuring approximately 11,900 square feet in size for expanded service capacity.
- Per Resolution 2015-R-12, the Board of Trustees approved a replat establishing the Savoy 16/ Worden-Martin subdivision, made up of four lots that previously been located in the Worden-Martin and Arbours Subdivisions.
- In 2016, the Board of Trustees approved three resolutions pertaining to the Savoy 16/Worden-Martin replat. Resolution 2016-R-10 set out covenants pertaining to the subdivision, while Resolutions 2016-R-11 and 2016-R-12 respectively enacted agreements to partially reimburse Worden-Martin, Inc. for public improvements made to the subdivision and to rebate sales tax revenues to Worden-Martin for a period of five years.

Prior Board of Trustees Action(s)

Resolution 2015-R-12. Approved on September 23, 2015. This ordinance finalized the preliminary and final plats of the Savoy 16/Worden-Martin replat, which combined four lots that had previously been part of the Worden-Martin and Arbours Subdivisions into a separate subdivision.

Resolution 2016-R-10. Approved on May 18, 2016. This ordinance set out covenants for the Savoy 16/Worden-Martin replat, including easement dedications and vacations. It contains a provision requiring that any change to the covenants must be approved by the Village of Savoy.

Background

A. General Information. The subject property currently operates as Serra Subaru Champaign. The three-acre property is improved with a dealership building measuring roughly 12,500 square feet in size and encompassing vehicle sales and repair. The applicant intends to construct an 11,900 square foot addition housing 25 service bays, converting segments of the existing building in a service counter and parts department while retaining the existing showroom and office space.

The addition will eliminate approximately 73 parking spaces. 152 spaces, including three accessible spaces, remain.

Figure 1: The subject property (outlined in orange)



The subject property is served by existing storm and sanitary sewer lines. Subject to the approval of the Board of Trustees, several of these lines will be vacated and removed, as they lie within easements in the path of the proposed expansion. New Village-owned sanitary and storm sewer lines, as well as easements encompassing them, will be established.

B. Planning Commission Review. The Planning Commission measured the proposal against the following standards (from Section 17.12.090 of the Village Code):

1. Whether the proposed construction will be of such external appearance, design, or nature as to be generally compatible with the style and design of surrounding buildings and structures and shall not constitute an unsightly, grotesque, or unsuitable structure in appearance that would be detrimental to the welfare of the surrounding buildings and structures or residences.
2. Whether the proposed construction demonstrates sufficient variety in the design of the structure to avoid monotony in appearance.
3. Whether the proposed construction will have an adverse, neutral, or positive impact on the stability of property values in the surrounding area.

Public hearings are not required of site plan and architectural reviews. The Planning Commission opted to open the public hearing to allow the applicants and property owners to testify. An employee of Serra Subaru Champaign provided testimony. No one from the public spoke in favor of or in opposition to the proposed construction. The Planning Commission unanimously voted to recommend approval of the proposed building by the Board of Trustees. The Commission did not include any special conditions or stipulations in this recommendation.

Report to the Board of Trustees

Potential Board of Trustees Action(s)

A. Motion to approve Resolution 2024-R-27. The Board of Trustees may motion to approve the site plan as requested by the applicant, and as recommended by the Planning Commission.

Consequences

- The site plan is approved. The applicant will likely move forward with construction of the addition upon acquisition of all necessary permits.
- Approval of the site plan will enable the applicant to expand their business in terms of personnel and service capacity.

B. Motion to approve Resolution 2024-R-27 with conditions. The Board of Trustees may motion to approve the site plan with additional conditions and stipulations as necessary for the protection of public health, safety, and welfare, and to carry out the intention of Title 17 of the Village Code.

Consequences

- The site plan is approved. The applicant will likely move forward with construction of the addition upon acquisition of all necessary permits.
- The applicant would follow any condition included in the site plan's approval.
- Approval of the site plan will enable the applicant to expand their business in terms of personnel and service capacity.

C. Motion to deny Resolution 2024-R-27. The Board of Trustees may motion to deny the proposed site plan and must articulate its reason for denial.

Consequences

- The applicant will not move forward with the development of the subject property at this time. The property will likely remain vacant until a proposed development is approved.
- The applicant may find an alternative means of expanding the footprint of their business.
- The applicant may have the opportunity to appeal the Board's denial via the Illinois Administrative Appeals Act.

D. Motion to table action on Resolution 2024-R-27 to a date certain. The Board of Trustees may motion to table action on the proposed site plan to a date certain and may request additional information on the application.

Consequences

- The applicant will work to gather any additional information requested.
- The delay may impact the construction timeline for the proposed development.



Report to the Board of Trustees

Budget Impact

Processing land use petitions, site plans, and building permits are a basic service provided by the Community and Economic Development Department. Applicants are charged a fee to help cover publication costs and staff time.

The expansion of development on the subject property is likely to improve its value, and potentially increase taxes collected on the property. The Village will potentially receive a higher rate of tax revenue from the property with the construction of the building addition than it currently does.

Staffing Impact

Staff from both the Community and Economic Development Department and from the Public Works Department spent approximately four hours consulting with the petitioner; reviewing the building and site plans; preparing staff reports; and drafting the Board of Trustees information. Approval of the Resolution will require additional staff time for review and permitting of the project as well as any necessary inspections during construction. Tabling action to a future meeting, or remanding the item to Planning Commission, may result in further staff time dedicated to this case.

Signatures

Caitlin Kelly, AICP
Community Planner

VILLAGE OF SAVOY
CHAMPAIGN COUNTY, ILLINOIS

RESOLUTION 2024-R-28

A RESOLUTION APPROVING A COMMERCIAL ADDITION AT
1705 WOODFIELD DRIVE

Passed by the Board of Trustees and
Approved by the President of the
Village of Savoy, Illinois
on June 19, 2024.

RESOLUTION 2024-R-28

A RESOLUTION APPROVING A COMMERCIAL ADDITION AT
1705 WOODFIELD DRIVE

WHEREAS, the Village of Savoy, Illinois (hereinafter “Village”) is a duly organized and validly existing home-rule municipal corporation and body politic of the State of Illinois, created in accordance with Section 6(a) of Article VII of the Constitution of the State of Illinois of 1970, and thus may utilize any power and function to further its governmental affairs; and

WHEREAS, the Village received a building rendering and site plan (hereinafter referred to as “site plan” and attached hereto as Attachment “A”) for the construction of an addition to an existing commercial building, approximately 1,597 square feet, at 1705 Woodfield Drive; and

WHEREAS, pursuant to the conditions set forth in Title 17, Chapter 17.12, Section 17.12.090C of the Savoy Municipal Code (hereinafter “Village Code”), the Planning Commission reviewed the application on June 11, 2024, and found the renderings to be generally compatible with surrounding development, consistent with other commercial buildings in the Village, and that the external appearance would have no negative impacts on adjacent properties; and

WHEREAS, the Planning Commission unanimously recommends the Board of Trustees approve the renderings, site plan, and construction of the proposed addition at 1705 Woodfield Drive.

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

Section 1. The preambles of this Resolution are deemed accurate and true and are hereby incorporated into this Section as if set out herein in full.

Section 2. The renderings, site plan, and construction for 1705 Woodfield Drive, a copy of which is attached hereto at Attachment A and incorporated into this Resolution by reference, is hereby approved.

Section 3. The Village President and the Village Administrator are hereby individually authorized and directed to execute this Resolution, as well as to execute and amend any other document, or documents, necessary and appropriate to effectuate this Resolution and the site plan.

Section 4. The Village Staff, upon receipt of a full set of civil and building plans sealed by a licensed engineer and/or architect, is hereby authorized to complete the civil and site plan reviews for compliance with the relevant building and zoning codes and issue any permits as necessary to facilitate the implementation of the approved renderings and site plan following determination of compliance with said codes.

Section 5. The provisions of this Resolution shall take precedence and be interpreted as superseding any other resolution in conflict with the provisions of this Resolution.

Section 6. This Resolution shall be in full force and effect upon passage and approval, as provided by the Illinois Municipal Code, as amended.

RESOLUTION 2024-R-28

APPROVED:

John P. Brown
Village President

ATTEST:

Wendy M. Hundley
Village Clerk

VOTING ON RESOLUTION 2024-R-28

	Yes	No	Abstain
Dennis K. Donaldson, Trustee	_____	_____	_____
Larry Kanfer, Trustee	_____	_____	_____
Heather Mangian, Trustee	_____	_____	_____
Jan Carter Niccum, Trustee	_____	_____	_____
Dee Shonkwiler, Trustee	_____	_____	_____
Bill Vavrik, Trustee	_____	_____	_____
John P. Brown, President	_____	_____	_____

June 19, 2024

To: Village President and the Board of Trustees
Cc: Christopher Walton, Village Administrator
From: Caitlin Kelly, Community Planner

In re: Resolution 2024-R-28 Report

Key Points

- The subject property is currently used as a dental office. The applicant seeks to construct an addition measuring 1,597 square feet in size to accommodate additional treatment rooms.

Prior Board of Trustees Action(s)

Ordinance 2013-O-06. Approved on July 1, 2013. This ordinance established an access easement along the parcel's southern property line to facilitate maintenance of the Woodfield drainage ditch.

Background

A. General Information. The subject property currently operates Ruffatto Dental. The property is improved with a medical office measuring 2,372 square feet in size. The applicant intends to construct a 1,597 square foot addition on the west side of the existing building with capacity for eight additional treatment rooms. The addition will be constructed with brick veneer and vinyl-sided gables to match the existing building.

Figure 1: The subject property (outlined in orange)



Report to the Board of Trustees

Currently, 8 parking spaces are required at the subject property. 15 are provided. The addition will bring the required number of parking spaces up to 14 parking spaces, and the plans indicate that a total of 23 parking spaces, including one accessible space, will be provided.

The subject property is served by existing storm and sanitary sewer lines. The expansion and additional parking spaces will constitute an increase in impervious surface coverage from its current level of 32.9% to 45.8%, representing an overall increase of 39%.

B. Planning Commission Review. The Planning Commission measured the proposal against the following standards (from Section 17.12.090 of the Village Code):

1. Whether the proposed construction will be of such external appearance, design, or nature as to be generally compatible with the style and design of surrounding buildings and structures and shall not constitute an unsightly, grotesque, or unsuitable structure in appearance that would be detrimental to the welfare of the surrounding buildings and structures or residences.
2. Whether the proposed construction demonstrates sufficient variety in the design of the structure to avoid monotony in appearance.
3. Whether the proposed construction will have an adverse, neutral, or positive impact on the stability of property values in the surrounding area.

Public hearings are not required of site plan and architectural reviews. The Planning Commission opted to open the public hearing to allow the applicants and property owners to testify. Dr. Michael Ruffatto, the property owner, provided testimony. No one from the public spoke in favor of or in opposition to the proposed construction. The Planning Commission unanimously voted to recommend approval of the proposed building by the Board of Trustees. The Commission did not include any special conditions or stipulations in this recommendation.

Potential Board of Trustees Action(s)

A. Motion to Approve Resolution 2024-R-28. The Board of Trustees may motion to approve the site plan as requested by the applicant, and as recommended by the Planning Commission.

Consequences

- The site plan is approved. The applicant will likely move forward with construction of the addition upon acquisition of all necessary permits.
- Approval of the site plan will enable the applicant to expand their business in terms of personnel and service capacity.



Report to the Board of Trustees

B. Motion to Approve Resolution 2024-R-28 with conditions. The Board of Trustees may motion to approve the site plan with additional conditions and stipulations as necessary for the protection of public health, safety, and welfare, and to carry out the intention of Title 17 of the Village Code.

Consequences

- The site plan is approved. The applicant will likely move forward with construction of the addition upon acquisition of all necessary permits.
- The applicant would follow any condition included in the site plan's approval.
- Approval of the site plan will enable the applicant to expand their business in terms of personnel and service capacity.

C. Motion to Deny Resolution 2024-R-28. The Board of Trustees may motion to deny the proposed site plan and must articulate its reason for denial.

Consequences

- The applicant will not move forward with the development of the subject property at this time. The property will likely remain vacant until a proposed development is approved.
- The applicant may find an alternative means of expanding the footprint of their business.
- The applicant may have the opportunity to appeal the Board's denial via the Illinois Administrative Appeals Act.

D. Motion to table action on Resolution 2024-R-28 to a date certain. The Board of Trustees may motion to table action on the proposed site plan to a date certain and may request additional information on the application.

Consequences

- The applicant will work to gather any additional information requested.
- The delay may impact the construction timeline for the proposed development.

Budget Impact

Processing land use petitions, site plans, and building permits are a basic service provided by the Community and Economic Development Department. Applicants are charged a fee to help cover publication costs and staff time.

The expansion of development on the subject property is likely to improve its value, and potentially increase taxes collected on the property. The Village will potentially receive a higher rate of tax revenue from the property with the construction of the building addition than it currently does.



Report to the Board of Trustees

Staffing Impact

Staff from both the Community and Economic Development Department and from the Public Works Department spent approximately four hours consulting with the petitioner; reviewing the building and site plans; preparing staff reports; and drafting the Board of Trustees information. Approval of the Resolution will require additional staff time for review and permitting of the project as well as any necessary inspections during construction. Tabling action to a future meeting, or remanding the item to Planning Commission, may result in further staff time dedicated to this case.

Signatures

Caitlin Kelly, AICP
Community Planner

VILLAGE OF SAVOY
CHAMPAIGN COUNTY, ILLINOIS

RESOLUTION 2024-R-29

A RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH MSA
PROFESSIONAL SERVICES INC., FOR DESIGN ENGINEERING FOR COLBERT PARK,
IN AN AMOUNT NOT TO EXCEED \$400,000

Passed by the Board of Trustees and
Approved by the President of the
Village of Savoy, Illinois
on June 19, 2024

RESOLUTION 2024-R-29

A RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH MSA PROFESSIONAL SERVICES INC., FOR DESIGN ENGINEERING FOR COLBERT PARK, IN AN AMOUNT NOT TO EXCEED \$400,000

WHEREAS, the Village of Savoy, Illinois (hereinafter “Village”) is a duly organized and validly existing home-rule municipal corporation and body politic of the State of Illinois, created in accordance with Section 6(a) of Article VII of the Constitution of the State of Illinois of 1970, and thus may utilize any power and function to further its governmental affairs; and

WHEREAS, the Village President and Board of Trustees unanimously approved the Village’s Parks Masterplan on October 18, 2023; and

WHEREAS, Village Staff presented Study Session 2024-02 on April 10, 2024, which provided the Board of Trustees with an update on the Parks Masterplan, specifically regarding Colbert Park; and

WHEREAS, the Village President and Board of Trustees desire to see Colbert Park deliberately and professionally developed and therefore further desire to enter into an agreement with the MSA Professional Services Inc. for the purpose of developing engineering designs for Colber Park.

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

Section 1. The preambles of this Resolution are deemed accurate and true and are hereby incorporated into this Section as if set out herein.

Section 2. The agreement between the Village and MSA Professional Services Inc., a copy of which is attached hereto as “Attachment A” and incorporated into this Resolution by reference, is hereby approved in an amount not to exceed Four Hundred Thousand Dollars (\$400,000).

Section 3. The Village President and the Village Administrator are hereby individually authorized and directed to execute said Agreement and are authorized to amend the terms of the Agreement, as they deem necessary and appropriate to benefit the Village, as well as to execute and amend any other document, or documents, necessary and appropriate to effectuate this Resolution and the Agreement.

Section 4. The Village Clerk is hereby directed to send certified copies of this Resolution and Agreement to MSA at their address on file with the Village.

Section 5. The provisions of this Resolution shall take precedence and be interpreted as superseding any other resolution in conflict with the provisions of this Resolution.

RESOLUTION 2024-R-29

APPROVED:

John P. Brown
Village President

ATTEST:

Wendy M. Hundley
Village Clerk

VOTING ON RESOLUTION 2024-R-29

	Yes	No	Abstain
Dennis Donaldson, Trustee	_____	_____	_____
Larry Kanfer, Trustee	_____	_____	_____
Heather Mangian, Trustee	_____	_____	_____
Jan Niccum, Trustee	_____	_____	_____
Dee Shonkwiler, Trustee	_____	_____	_____
Bill Vavrik, Trustee	_____	_____	_____
John Brown, President	_____	_____	_____



PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This Professional Engineering Services Agreement (hereinafter referred to as the “Agreement”) is made between the Village of Savoy, Champaign County, Illinois, a home rule municipal corporation and body politic duly organized and existing under the Constitution and the laws of the State of Illinois (hereinafter referred to as “the Village”), and:

(Insert Complete Legal Name and Address of the Professional Engineer:)

**MSA Professional Services, Inc.
201 W. Springfield Ave., Suite 400
Champaign, IL. 61820**

, hereinafter referred to as the "Engineer".

NOW, THEREFORE, in consideration of the covenants contained herein, the following is mutually agreed.

Section 1. This Agreement consists of seven sections, including five exhibits A, B, C, D and E, and any Addendum attached.

Section 2. The professional engineering services to be provided under this Agreement consist of those phases A through G checked below. A more particular description of each phase is contained in Section II, "Basic Services", of the Agreement and is further described in Exhibit C, “Scope of Work.”

<i>(Please place an “X” in the appropriate boxes.)</i>		Phase	Description
Included in this agreement.	Not included in this agreement.		
X		A.	Study and Report Phase
X		B.	Preliminary Design Phase
X		C.	Final Design Phase
	X	D.	Bidding Phase
	X	E.	Construction Survey and Layout Phase
	X	F.	Construction Inspection Phase



X		G.	Reimbursable Expenses (Ref. Section VI.C)
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Section 3. The professional engineering services obtained by the Village under this Agreement concern the following described Project hereinafter referred to as the "Project":

Project Budget Number:	\$364,902
Project Name:	Dana Colbert Park Improvements Schematic Design
<p>Brief Project Description: The proposed improvements are to include street entry enhancements with a proposed grand entrance, walking path, bicycle playground and pump track, skate park, basketball courts, pickleball courts, performance space, pocket parking by pond and sand volleyball courts, expand existing parking lot, enclosed restroom building, additional fishing dock, EV charging station, security enhancements, park utilities and other auxiliary site amenities. Project involves schematic design and design engineering. Not including bidding or construction phase engineering in this phase.</p>	

Section 4.

- A. Engineer. The Engineer shall provide professional engineering services for the Village in all phases of the Project to which this Agreement applies, serve as the Village's professional engineering representative for the Project as set forth herein, and shall give professional engineering consultation and advice to the Village during the performance of services hereunder. All services provided hereunder shall be performed by the Engineer in accordance with generally accepted Engineering standards to the satisfaction of the Village.
- B. Notice to Proceed. The Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed with that Phase.
- C. Time. The Engineer shall begin work on each successive phase promptly after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project to complete each phase in an expeditious manner within the time limits as set forth in this Agreement.



D. Village’s Representative. The Village's Representative to the Engineer shall be the Village Administrator, the Public Works Director, Parks and Recreation Director, or an authorized representative of the Village as designated in writing by the Village President or the Village Administrator.

E. Extra Work and Change Orders. The Engineer shall only perform work authorized by this Agreement and defined in Exhibit C, the Scope of Work. Should the size or complexity of the project exceed the amount of work contemplated by this Agreement or defined in the Scope of Work, the Engineer shall obtain written authorization from the Village to perform extra work before such work is actually performed. The cost to perform any work prior to written authorization shall be paid exclusively by the Engineer and shall not be reimbursed by the Village.

Change orders to authorize extra work may be approved by the Village President or the Village Administrator, using their administrative authority granted under the Village Code, or as otherwise provided by the Board of Trustees. However, the sum of costs for all change orders approved administratively shall not exceed 10% of the amount last approved by the Board of Trustees. Only the Board of Trustees may approve change orders for amounts that exceed ten (10) percent of the amount last approved by the Board of Trustees.

The Engineer shall not be reimbursed for costs incurred above the currently approved amount or change orders.

Section 5. Basic Services

A. Study and Report Phase

X	Included in this Agreement.
	Not included in this Agreement.

The Engineer shall:

1. Review available data and consult with the Village to clarify and define the Village's requirements for the Project.
2. Advise the Village as to the necessity of the Village providing, or obtaining from others, data or services of the types described in this Agreement, to evaluate or complete the Project, and act as the Village's agent in connection with any such services.



3. Provide analysis of the Village's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.
4. Provide a general economic analysis of the Village's requirements applicable to various alternatives in accordance with economic parameters and assumptions provided by the Village.
5. Prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to the Village and setting forth the Engineer's findings and recommendations with opinions of probable costs for the Project, including construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").
6. Furnish at least five (5) copies of the report and present and review the report in person with the Village as the Village's Representative shall direct. The cost of report reproduction shall be considered a reimbursable expense and paid in accordance with this Agreement.
7. The duties and responsibilities of Engineer during the Study and Report Phase shall include only those duties described above and those contained in the detailed Scope of Services attached to this Agreement as Exhibit C.
8. The Study and Report Phase shall be completed, and Report submitted within the time defined in the detailed Scope of Services attached as Exhibit C.

B. Preliminary Design Phase

X	Included in this Agreement.
	Not included in this Agreement.

After written authorization to proceed with the Preliminary Design Phase, the Engineer:

1. In consultation with the Village, and based on the accepted report, shall determine the extent of the Project.
2. Design the project using AutoCAD software; the Engineer will check with the Village for compatible versions to be used. Prepare preliminary design documents consisting of final design criteria, preliminary drawings, in accordance with IDOT plan presentation, and outline specifications.



3. Based on the information contained in the preliminary design documents, shall submit a revised opinion of probable Project Costs.

4. Based on preliminary design documents, shall furnish a legal description and recordable reproducible 8-1/2" x 11" plat of each parcel of real estate in which the Village must acquire an interest to proceed with construction of the Project. The plat and legal description may be produced on more than one page for the purpose of clarity or legibility. The legal description text shall also be reproduced in electronic format in a generally commercially available word processing software program approved by the Village's Representative, or their designee.

5. Shall furnish five (5) copies of the above preliminary design documents and present and review such documents in person with the Village, as the Village's Representative may direct. The cost of document reproduction shall be a reimbursable expense and paid in accordance with the terms of this Agreement.

6. During the Preliminary Design Phase, shall only perform the duties and responsibilities described above and those contained in the detailed Scope of Services attached to this Agreement as Exhibit C.

7. Shall complete the Preliminary Design Phase, and submit a report, within the time defined in the detailed Scope of Services attached as Exhibit C, and as summarized in this Agreement.

C. Final Design Phase

X	Included in this Agreement.
	Not included in this Agreement.

1. Drawings and Specifications. Based on the accepted preliminary design documents and the revised opinion of probable Project Costs, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereafter called "Drawings") and Specifications. The specification shall be included in the construction contract documents.

2. Approvals of Governmental Entities. Furnish to the Village such documents and design data as may be required for, and assist in the preparation of, the required documents so that the Village may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.



3. Adjusted Project Costs. Advise the Village of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.
4. Contract Document Preparation. Unless provided with a Village-specific contract, the standard IDOT construction contract shall be used.
5. Document Presentation. Furnish five (5) copies of the above documents and present and review them in person with the Village. The cost of document reproduction shall be a reimbursable expense and paid in accordance with this Agreement. The Village requires that electronic PDFs of the plans and specifications are submitted. Additional electronic files in AutoCAD of the original topo and final proposed design file shall also be submitted upon completion.
6. Supplementary Duties. The duties and responsibilities of the Engineer during the Final Design Phase shall include only those duties described above and those contained in the detailed Scope of Services attached to this Agreement as Exhibit C.
7. Completion Time. The Final Design Phase shall be completed, and plans submitted within the time defined in the detailed Scope of Services attached as Exhibit C, and as summarized in this Agreement.

D. Bidding Phase

	Included in this Agreement.
X	Not included in this Agreement.

The Engineer shall:

1. Assist the Village in obtaining bids for each separate Village contract for construction, materials, equipment, and services.
2. Consult with and advise the Village as to the acceptability of subcontractors and other persons and organizations proposed by the Village's contractors, hereafter called "Contractors," for those portions of the work as to which such acceptability is required by the bidding documents.
3. Consult with and advise the Village as to the acceptability of substitute materials and equipment proposed by the Contractors when substitution prior to the award of contracts is allowed by the bidding documents.
4. Shall reproduce ten (10) copies of the plans and contract documents and make them available to prospective bidders. The Engineer shall record the name, address, telephone number and



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fax number of each of the bidders taking a set of plans and contract documents. The Engineer shall collect from each of the bidders a payment for the plans equal to the amount of the cost of duplication. The payment from the bidder shall be made to the Engineer, which shall offset the cost of duplication, said amounts shall not be billed to the Village.

- 5. Shall receive and respond to questions from prospective bidders. All responses shall be written and shall be provided to all prospective bidders. Questions received five (5) days before the bid opening shall be answered. Questions received between four (4) and two (2) days before the bid opening may be answered provided that a means exists to communicate the answer in writing to all the bidders. Questions received one (1) day before on the day of the bid opening shall not be answered.
- 6. Shall prepare a bid tabulation which shall consist of a listing of all pay items in the contract documents, a listing of the Engineer's Opinion of Probable Costs, and a listing of the bids for each of the pay items submitted by each of the bidders. The Engineer shall assist the Village in evaluating bids or proposals and in assembling and awarding contracts.
- 7. The duties and responsibilities of the Engineer during the Bidding Phase shall include only those duties described above and those contained in the detailed Scope of Services attached to this Agreement as Exhibit C.
- 8. The Bidding Phase shall be completed, and recommendations submitted, within the time defined in the detailed Scope of Services attached as Exhibit C, and as summarized in this Agreement.

E. Construction Survey and Layout Phase

	Included in this Agreement.
X	Not included in this Agreement.

- 1. General. This phase of the work may or may not be performed in conjunction with Phase F, "Construction Observation Phase" of this Agreement. Inclusion of this phase in the Agreement does not imply that services identified under Phase F are to be provided unless specifically indicated in this Agreement.
- 2. Duties. The Engineer shall provide horizontal and vertical control line and grade to enable construction of the improvement as depicted in the Project plans. The number of control points to be established by the Engineer shall be sufficient to permit the construction contractor to construct the improvement within the construction tolerances established in the Project



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specifications. In addition, the number of control points shall be consistent with standard engineering practice.

- 3. Replacement of Lost Control Points. The Engineer shall be required to establish control points at Engineer's costs only one time. Control points which are lost, damaged, removed or otherwise moved by the Contractor or others shall be promptly replaced by the Engineer and costs for such replacement shall be computed on a time and materials basis, and reimbursed by the Village.
- 4. Accuracy. The Engineer shall provide the horizontal and vertical control points within the same measurement tolerances as the construction tolerances established in the Project specifications. The Engineer shall be responsible for the accuracy of the control points which are established. The Engineer shall be responsible for costs which may result from errors in placement of control points. The Engineer shall take all reasonable and customary actions to protect the control points established by the Engineer.
- 5. Supplementary Duties. The duties and responsibilities of the Engineer during the Construction Survey and Layout Phase shall include only those duties described above and those contained in the detailed Scope of Services attached to this Agreement as Exhibit C.
- 6. Completion Time. The Construction Survey and Layout Phase shall be completed within the time defined in the detailed Scope of Services attached as Exhibit C, and as summarized in this Agreement.

F. Construction Observation Phase

	Included in this Agreement.
X	Not included in this Agreement.

- 1. General Duties. This phase of the work may or may not be performed in conjunction with Phase E, "Construction Survey and Layout Phase" of this Agreement. Inclusion of this phase in the Agreement does not imply that services identified under Phase E are to be provided unless specifically indicated in this Agreement.
- 1. Consult with and advise the Village and act as its representative as provided herein and in the General Conditions of the construction contract for the Project. The primary responsibility of the Engineer in this phase of the work shall be quality control inspection of the materials, construction methods and techniques to assure that the contractor builds the project in accordance with the plans and specifications.
- 2. Construction Observation and Reporting. Make visits to the site at intervals appropriate to the various stages of construction to observe, as an experienced and qualified design professional the progress and quality of the executed work of the Contractor and to determine, in general,



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if such work is proceeding in accordance with the Contract Documents. During such visits and based on on-site observations, the Engineer shall keep the Village informed of the progress of the work, shall endeavor to guard the Village against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

3. Review of Technical and Procedural Aspects. Review and approve (or take other appropriate action) in respect to Shop Drawings, the results of tests and inspections and other data which each Contractor is required to submit, determine the acceptability of substitute materials and equipment proposed by the Contractor(s), and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s).
4. Contract Documents. Receive from each Contractor and review for compliance with contract documents all required document submissions including but not limited to Performance and Payment Bonds, certificates of insurance report forms required by any federal, state, or municipal law or rule or regulation and submit the forms to the Village for final approval.
5. Conferences and Meetings. Attend meetings with the Contractor, such as pre-construction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of the minutes thereof including to the Village.
6. Documentation. The documentation provided by the Engineer of Construction Observation shall meet the requirements defined in the Illinois Department of Transportation Construction Manual, Section 800 entitled "Documentation."
 - (a) Prepare Inspector's Daily Reports and Quantity Book as required in the Construction Manual.
 - (b) Maintain, at the job site, orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents, including all Addenda, Change Orders, Field Orders, additional Drawings issued after the execution of the Contract, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
 - (c) Keep a diary or logbook, recording the Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures and send copies to the Village. Take multiple photographs of the Work and keep a log and file of the photos.

- (d) Record the names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

7. Reports

- (a) Furnish the Village periodic reports, as required, on progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
- (b) Consult with the Village, in advance of scheduled major tests, inspections, or start of important phases of the Work.
- (c) Draft proposed Change Orders, obtain back-up material from the Contractor, and make recommendations to the Village regarding Change Orders and Field Orders.
- (d) Report immediately to the Village upon the occurrence of any accident.

8. Contract Interpretation; Review of Quality of Work. Issue all instruction of the Village to the Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required, subject to the Village's approval; have authority, as the Village's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

9. Prepare Engineer's Pay Estimate. Based on the Engineer's on-site observations as an experienced and qualified design professional and on review of the Inspectors Daily Reports and Quantity Book, determine the amounts owing to the Contractor(s) and prepare an Engineer's Payment Estimate recommending the amount of payment for completed work; such recommendations of payment will constitute a representation to the Village, based on such observations and review, that the work has progressed to the point indicated, that, to the best of the Engineer's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due the Contractor(s). The Engineer's Payment Estimate shall be



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prepared not less than monthly while construction is proceeding. The pay estimate shall be prepared on a spreadsheet form supplied by the Village.

10. Determination of Substantial Completion. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that the Engineer may recommend, in writing, final payment to each Contractor and may give written notice to the Village and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).
11. Authority and Responsibility. The Engineer shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job-site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids, and shall have no duties or responsibilities imposed by the Structural Work Act upon the "owner" under that Act and shall not be the "person in control of work" within the meaning of that Act.
12. Engineer Not Responsible for Acts of Contractor. The Engineer shall not be responsible for the supervision or control of the acts or omissions or construction means, methods or techniques of any Contractor, or Subcontractor, or any of the Contractor(s)' or Subcontractors' agents or employees or any other person (except the Engineer's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. However, nothing contained in this Agreement shall be construed to release the Engineer from liability for failure to properly perform duties undertaken by them in these Contract Documents or this Agreement.
13. Preparation of Record Drawings. The Engineer shall prepare a set of record plans on which shall be noted all changes which may have occurred during construction. The record drawings need not detail changes in measurements, elevation lines or grades which are within the normally accepted construction tolerances. The plans shall be delivered to the Village in the form of one set of prints. The cost of document reproduction shall be a reimbursable expense and paid in accordance with the terms of this agreement.
14. Supplementary Duties The duties and responsibilities of the Engineer during the Construction Inspection Phase shall include only those duties described above and those contained in the detailed Scope of Services attached to this Agreement as Exhibit C.
15. Completion Time. The Construction Inspection Phase shall be completed within the time defined in the detailed Scope of Services attached as Exhibit C, and as summarized in this Agreement.

Section 6. The Village's Responsibilities.



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- A. **Furnish Requirements and Limitations.** Provide all criteria and full information as to the Village's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters, and any budgetary limitations; and furnish copies of all design and construction standards which the Village will require to be included in the Drawings and Specifications.

- B. **Furnish Information.** Assist the Engineer by placing at the Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

- C. **Furnish Technical Information.** Furnish to the Engineer, as required for performance of the Engineer's Basic Services (except to the extent provided otherwise in Exhibit C, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in by this Agreement; all of which the Engineer may rely upon in performing the Engineer's services.

- D. **Surveys and Reference Points.** Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in this Agreement to enable the Contractor(s) to proceed with the layout of the work.

- E. **Access to Property.** Arrange for access to and make all reasonable provisions for the Engineer to enter upon public and private property as required for the Engineer to perform the Engineer's services.

- F. **Review Documents.** Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Engineer, obtain advice of an attorney, insurance counselor and other consultants as the Village deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

- G. **Obtain Approvals and Permits.** Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project unless the Engineer is specifically assigned such duties.

- H. **Fiscal, Insurance, and Legal Services.** Provide such accounting, independent cost estimating, and insurance counseling services, as may be required for the Project, such legal services as the Village may require, or the Engineer may reasonably request, with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s); such auditing



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service as the Village may require to ascertain how or for what purpose any Contractor has used the moneys paid to them under the construction contract; and such inspection services as the Village may require to ascertain that the Contractor(s) are complying with any law, rule, or regulation applicable to their performance of the work except as otherwise provided in this Agreement.

- I. Notify the Engineer of Defects or Development. Give prompt written notice to the Engineer whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect in the work of the Contractor(s).

- J. Costs of the Village's Responsibilities. Bear all costs incident to compliance with the Village's requirements of this Agreement, unless otherwise agreed in writing.

Section 7. General Considerations

- A. Successors and Assigns. The Village and the Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the Village nor the Engineer shall assign, sublet, or transfer their respective interests in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any employee, officer, or agent of any public body or any employee or director of a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Village and the Engineer.

- B. Ownership of Documents. All drawings, specifications, reports, records, and other work product developed by the Engineer in connection with this Project are public documents and shall remain the property of the Village, whether the Project is completed or not. Reuse of any of the work product of the Engineer by the Village, on extensions of this Project or any other project, without written permission of the Engineer shall be at the Village's risk and the Village agrees to defend, indemnify, and hold harmless the Engineer from all damages and costs including attorney fees arising out of such reuse by the Village or others acting through the Village.

- C. Estimates of Costs and Cost Opinions. Since the Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made based on the Engineer's experience and qualifications, but the Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.

- D. Insurance



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1. **General Requirement.** During the term of this Agreement, at its own cost and expense, the Engineer shall maintain in full force and effect the insurance policies as required herein.
2. **Time of Submission; Certificate(s) of Insurance.** At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Engineer shall provide the Village with certificate(s) of insurance showing evidence of the policies noted below. The Village must be notified of any non-renewal, change in terms and conditions or changes to the policies at least thirty (30) days in advance. If any policy is being cancelled for non-payment of premium, the Village must be given at least a ten- (10) day notice. The Engineer shall provide renewal certificates to the Village prior to policy expiration, if any expire during this agreement. If requested by the Village, the Engineer shall provide copies of any of the insurance policies.
3. **Types and Limits of Insurance.** The Engineer shall maintain the following types of insurance coverage with companies qualified to do business in Illinois and have a current rating of A- VIII or better by A. M. Best. The Village shall be listed as the certificate holder and as additional insured.
 - (a) **Commercial general liability insurance (CGL).** The Engineer shall maintain CGL insurance with a limit of not less than Two Million Dollars (\$2,000,000) each occurrence. The CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, personal and advertising injury, and liability assumed under an insured contract. The Village, its officers, and its employees shall be included as additional insured under the CGL, using ISO additional insured endorsement 20 26 or substitute providing equivalent coverage. The insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Village. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
 - (b) **Automobile Liability.** The Engineer shall maintain automobile liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) each accident. The auto liability insurance shall be written on ISO occurrence form CA 00 01 (or substitute form providing equivalent coverage) and shall cover liability arising out of any auto, including owned, hired, and non-owned autos.
 - (c) **Workers' Compensation Insurance.** The Engineer shall maintain statutory workers' compensation and shall also maintain employers' liability insurance of not less than One Million Dollars (\$1,000,000) for each accident; not less than One Million Dollars (\$1,000,000) disease for each employee, and not less than One Million Dollars (\$1,000,000) disease policy limit.
 - (d) **Professional Liability Insurance.** The Engineer shall maintain professional liability insurance covering acts, errors, mistakes, and omissions arising out of the work or services



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performed by the Engineer, or any person employed by the Engineer, with a limit of not less than Two Million Dollars (\$2,000,000) each claim. If the policy is written on a claims-made basis, the retroactive date of the policy must predate this agreement. In addition, the policy term must extend one year beyond the completion date of the project(s) contracted for in this Agreement.

- (e) Deductibles or Self-Insured Retentions. If the Engineer has a deductible or self-insured retention on any of the policies, the amount of the deductible or self-insured shall be disclosed to the Village, and subject to the approval of the Village. The approval will not be unreasonably withheld. The Engineer shall be solely responsible for payment of any deductible or self-insured retention.

E. Termination

1. This Agreement may be terminated in whole, or in part, in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given (1) not less than fifteen (15) business days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
2. This Agreement may be terminated in whole or in part in writing by the Village for its convenience; provided that the Engineer is given (1) not less than fifteen (15) business days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the Village prior to termination.
3. Upon receipt of a notice of intent to terminate from the Village pursuant to this Agreement, the Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the Village at any reasonable time at a location specified by the Village all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing this Agreement, whether completed or in process.
4. Upon termination pursuant to this Agreement, the Village may take over the work and prosecute the same to completion by agreement with another party or otherwise.
5. Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Engineer under the terms of the Agreement. The Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Engineer's own judgment, may be necessary for the Engineer's proper protection in the prosecution of the work.

- F. Independent Contractor Status. Nothing contained in this Agreement shall be construed to make the Engineer an employee or partner of the Village. The Engineer shall always hereunder be construed to be an independent contractor.



- G. Federal Funding. If Federal Funds are utilized as a source of Project funding, the Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- H. Amendment of Agreement. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- I. Hold Harmless. To the extent caused by Engineer's negligent acts or omissions, Engineer shall indemnify and save harmless the Village, its officers and employees against damages to property or injuries to or death of any person or persons, including property and employees or agents of the Village and including reasonable attorney's fees incurred by the Village, in defense thereof, and shall indemnify and save harmless the Village from any and all claims, demands, suits, actions or proceedings, including Worker's Compensation claims, of or by anyone whomsoever, to the extent caused by Engineer's negligent acts or omissions to act in connection with its performance of this Agreement, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Engineer or its subcontractors.
- G. Copyright Assignment. The Engineer assigns to the Village all of Engineer's rights under copyright laws for work prepared by the Engineer, its employees, subcontractors, or agents in connection with this Agreement, including all rights to register said copyright, renewal rights, determination rights and import rights. The Engineer agrees to execute any additional documents the Village may request to effectuate the assignment of said copyright.
- H. No Bid Rigging, Bid Rotation. The Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Engineer is not barred from bidding on contracts because of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code.
- I. No Delinquent Illinois Taxes. The Engineer agrees that the Affidavit of No Delinquent Illinois Taxes, attached as Exhibit E, is incorporated into this Agreement by reference.
- J. Drug Free Workplace. The Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Engineer has twenty-five (25) or more employees or this Agreement is for more than Five Thousand Dollars (\$5,000.00), the Engineer shall provide to the Village the Drug Free Workplace Certification attached as Exhibit D.

Section 8. Payment

- A. Basis of Billing. Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not



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limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists, and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Engineer and their hourly direct labor costs are set forth in Exhibit A hereto.

<p>Village shall pay the Engineer for all services rendered under this Agreement Phases A through F an amount based on Direct Labor Costs times the factor shown in the box to the right for services rendered by principals and employees assigned to the Project.</p>	<p>3.2</p>
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- B. Special Consultant. The Engineer shall engage other firms or special consultants only upon written approval of the Village Administrator, unless clearly stated in the “Scope of Work” Exhibit C, with cost details. The Village shall pay the Engineer for services and reimbursable expenses of special consultants engaged by the Engineer with the approval of the Village Administrator, the amount billed by the Special Consultant to the Engineer.
- C. Reimbursable Expenses. In addition to payments provided for in paragraphs A and B of this Section, the Village shall pay the Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under this Agreement.

<p>If the Engineer’s vehicles are used on the project, the Village shall pay the Engineer the amount shown in the box to the right per mile for use of the vehicle.</p>	<p>\$0.65 per mile</p>
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D. Payment for Work Completed

- 1. Monthly progress payments may be requested by the Engineer for work satisfactorily completed and shall be made by the Village to the Engineer as soon as practicable upon submission of statements requesting payment by the Engineer to the Village. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit B. If the Engineer prefers, the Invoice Data sheet may serve as the Engineer’s invoice.



2. No payment request made pursuant to this Agreement shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Engineer under this Agreement for that phase or additional service without the prior authorization of the Village. These estimates have been prepared by the Engineer and supplemented or accompanied by such supporting data as may be required by the Village.
3. Upon receipt of a properly invoiced payment request, the Village shall pay the amount due less any amounts allowed to be retained or withheld by the Village under this Agreement within sixty (60) days of receipt of the invoice.
4. Upon satisfactory completion of the work performed hereunder, and prior to final payment under this Agreement, and as a condition precedent thereto, the Engineer shall execute and deliver to the Village a release of all payment claims against the Village arising under or by virtue of this Agreement.
5. The Engineer and Village mutually agree that Sections 3, 4, and 5, of 50 ILCS 505 "The Local Government Prompt Payment Act", as they pertain payment for services rendered, are superseded by any greater time periods as enumerated in and throughout this Agreement.
6. In the event of termination of this Agreement by Village, upon the completion of any phase of the Basic Services, progress payments due to the Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination of this Agreement by Village during any phase of the Basic Services, the Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Engineer to render Basic Services, and paid for services rendered during that phase on the basis of the Engineer's Direct Labor Costs, times a factor defined in this Agreement, for services rendered during that phase to date of termination by Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Engineer will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination, which, if termination is at Village's convenience, shall include an amount computed as a percentage of total compensation for Basic Services earned by Engineer to the date of termination as follows: 10% of the difference between the amount which the Engineer has earned computed as described in this section and the maximum payment amount described in Section 8(E).



E. Completion Time and Maximum Payment. The Engineer shall complete all services described in Section II.A through F including all attachments to Section II within the time schedule and for an amount including direct expenses not to exceed the amount shown hereunder:

Section II	Description	Time Schedule (Show completion date or duration in days)	Maximum Compensation
A.	Study and Report Phase	September 13, 2024	\$3,820
B.	Preliminary Design Phase	September 13, 2024	\$107,125
C.	Final Design Phase	March 31, 2025	\$247,532
D.	Bidding Phase		\$
E.	Construction Survey and Layout Phase		\$
F.	Construction Inspection Phase		\$
G.	Reimbursable Expenses	March 31, 2025	\$6,425
Total		March 31, 2025	\$364,902
The maximum compensation for all Phases A through G shall not exceed (in words) \$ 364,902 for both Schematic Design, Final Design and OSLAD Grant Application.			

Section 9. Special Provisions.

The following Exhibits are attached to and made part of this Agreement:

A. Exhibit A, "Direct Hourly Labor Costs of the Engineer", consisting of 1 page.



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- B. Exhibit B, "Invoice Data Sheet", consisting of 1 page.
- C. Exhibit C, "Scope of Work", consisting of 9 pages.
- D. Exhibit D, "Disclosure Affidavit", consisting of 3 pages.
- E. Exhibit E, "Insurance Certificate(s)".



Section 10. Signatures

This Agreement is made between the Village and the Engineer entered into on the last date written below. In witness, the parties have executed this Agreement.

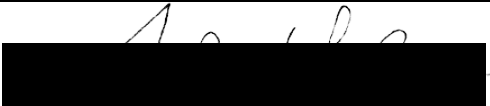

VILLAGE OF SAVOY	ENGINEER
By:	By: 
Title:	Title: Vice President - Land Service Line
Date:	Date: 5/8/2024
Attest:	Attest: 



Exhibit A

DIRECT HOURLY LABOR COSTS OF THE ENGINEER
As of the date of this Agreement.

Project Name: Savoy Dana Colbert Park Improvements Schematic Design

Engineer: MSA Professional Services, Inc.

Classification	Minimum	Maximum
Principal	210	315
Project Manager	150	230
Structural Engineer	150	200
Senior Engineer	150	230
Engineer	100	150
Senior Technician	100	135
Technician	95	120
Professional Land Surveyor	125	180
Construction Inspector	105	130
Structural Engineer		
Clerical	75	125
Architect	75	215
Landscape Architect	75	215
Planner	75	205



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Exhibit B – VILLAGE OF SAVOY INVOICE DATA SHEET

<i>(Engineer Name and Address)</i> MSA Professional Services 201 W. Springfield Ave. Suite 400 Champaign, IL 61820		Village Project No.:	
		Invoice Date:	
		Invoice Number:	
		Invoice Period From:	
		To:	
Agreement / C.O.	Date Approved	Resolution Number	Upper Limit
Original Agreement			

Detailed list of services performed during billing period:
 Itemized billing:

Staff Name	Classification	Hours	Direct Rate	Total
			Sub-total	
Multiplier				
Total Cost				
Subconsultant Cost	attach itemized billing			
Reimbursable Expenses	attach itemized billing			
TOTAL AMOUNT DUE THIS INVOICE:				
Previously billed				
Percent Complete				

Signature: _____

Title: _____



EXHIBIT C

SCOPE OF WORK

(Describe the scope of work by breaking down the project into major work elements or phases. Further divide the major work elements or phases into tasks, identify proposed staff positions to accomplish the tasks, and show direct salary cost. Estimate the staff hours to accomplish the task and calculate the direct cost. A sum of staff hours by position and direct salary cost should be made for each of the major work elements or phases. The total estimated labor cost is the sum of all the elements or phases multiplied by the approved project multiplier. The total estimated engineering cost is the total labor cost plus estimated reimbursable expenses. Alternately, replace this Exhibit with a spread sheet defining scope of work. Mark the spreadsheet Exhibit C.)

EXHIBIT C Dana Colbert Park Improvement Project Scope of Services

A. Project Description:

1. The Village of Savoy, Illinois is looking to develop Dana Colbert Park into a park based on the Park Master Plan adopted in October 2023. The preliminary budgeted construction cost for these improvements from the Master Plan project is approximately \$3,972,000. The Village will be seeking OSLAD Grant Funding to hopefully be applied to the overall project. This budget will be targeted as the projects' limiting factor. The projects will need to be constructed in multiple phases through 3-4 bid packages in order to leverage the funding and manage overall budget. See below and the attached park master plan for the preliminary amenities and order-of-magnitude of the project for general project expectations.

Dana Colbert Park is a 55-acre park just 2 blocks east off Route 45 on Church Street. The proposed improvements are to include street entry enhancements with a second grand entrance, park encompassing walking path, bicycle playground and pump track, skate park, basketball courts, pickleball courts, performance space, pocket parking by pond and sand volleyball courts, expand existing parking lot, enclosed restroom building, additional fishing dock, EV charging station, security cameras, park utilities and other auxiliary site amenities. More specifics on the park items are described below:

- a. Develop a destination bicycle playground (+/- \$150,000) and pump track (+/- \$400,000) and skate park (+/- \$250,000) area by working with one Village-selected vendor. The Village will direct contract and purchase the bike and skate amenities based on proposals for the work.
- b. Develop a performance space (+/- \$700,000) for local festivals/events with electrical hookups near the existing open-air pavilion that faces the tiered side of the sledding hill. Performance space shall be a pre-fabricated structure. Seating area shall be provided for approximately 150 attendees with pre-fabricated benches. The back side of the performance space shall include storage area. It's anticipated that the performance space will not be used in the winter and will not require an HVAC system.
- c. Develop two basketball courts (+/- \$450,000) and four fenced pickleball courts (+/- \$400,000) near the existing sand volleyball court.
- d. Develop additional parking throughout the park including approximately 150 additional spaces at the existing unlit parking lot and pocket parking areas along the access road near the pond and court area (+/- \$175,000).
- e. Develop one to two EV charging stations within the parking lot. (+/- \$50,000).
- f. Develop entry and security enhancements including street signage and a second grand entrance structure (+/- \$60,000) and security gate and cameras (+/- \$35,000). *The village will be responsible for vendor solicitation and coordination for the installation and operation of the security system.*
- g. Develop approximately 3,000 linear feet paved walking loop trail around the entire park and connecting the existing and new amenities (+/- \$225,000).
- h. A seasonal unheated restroom building constructed with decorative CMU block (+/- \$350,000) which includes:
 - i. Up to 4 unisex and/or family restrooms
 - ii. Mechanical room
 - iii. Storage area
- i. Develop a new floating fishing dock to the existing 8-acre stocked lake (+/- \$65,000).
- j. Develop wildlife management strategies that include landscaping around the lake.
- k. Develop a spray fountain inside the Born Learning Trail
- l. Develop site utilities for the park amenities including the restroom building, performance space and drinking fountains. Other applicable site amenities shall be integrated into the site design such as picnic tables, benches, bike racks, trash receptacles, drinking fountains, and landscaping as needed. (+/- \$662,000)

m. No on-site stormwater requirements are anticipated or needed as it can be conveyed to the system already developed as part of the overall subdivision and park development.

2. Approximate Project Schedule:

- | | |
|--|---------------------------|
| a. Survey and Schematic Design | June – August 2024 |
| b. Present Schematic Design to Village | Early August 2024 |
| c. Submit OSLAD Grant Application, if included | September 13, 2024 |
| d. Design Development | September – December 2024 |
| e. Construction Documents | January 2025 – March 2025 |

B. Scope of Services to be provided by MSA for Survey and Schematic Design:

- Site/Civil Engineering
- Park Master Planning
- Architectural Design and Documentation
- Landscape Design
- Structural Engineering
- Mechanical/Electrical/Plumbing Engineering
- Site Lighting
- Security Camera System Connections
- Electrical and Fiber Service Coordination
- Site Furnishings Design

Phase 1 – Survey and Schematic Design

General Summary: MSA will utilize the master plan as the basis for design and build upon it to further design and develop the plan to accommodate the desired improvements to the park. The work shall be carried out with the input and cooperation of Village Staff. The work shall be consistent with existing recreation facilities trends and will coexist with current and future use of the park and adjacent properties. After the input and further discussion on the preliminary concepts, a final concept plan will be developed for the park to be used as the basis of design.

1. Virtual bi-weekly progress meetings with Parks & Recreation Director (assumed 1 hour/each)
2. Complete park topographic survey.
3. Meeting #1: Organize and lead initial Kick-Off Meeting.
 - a. Review project goals and scope.
 - b. Gather input from Village staff on the concepts.
 - c. Address/review site constraints and opportunities.
4. Consider park facilities, including restroom replacement, parking lots, vehicular traffic, and pedestrian, non-motorized traffic circulation, and assess ADA non-compliance issues.
5. Consider lighting, electrical services, and other utilities.
6. Consider use of environmentally sensitive and maintenance-friendly design and materials.
7. Consider general impacting operational and/or maintenance costs and requirements for proposed improvements. Consideration to constructability throughout the conceptual stage will occur in our quality assurance/quality control (QA/QC) stages. QA/QC reviews will occur at every stage/milestone of the project.
8. Conceptual Design: Based on Village comments, develop the designs including a colored Master Park Plan.
 - a. Global project budgeting and cost estimates to ensure the scope of the project complies with the budget.
9. Meeting #2: Meet with the Village to review revised conceptual plan and budget. Review bike playground, pump track and skate park design and parameters. MSA will then coordinate with pre-selected vendors to provide a proposal for the bike and skate amenities, from which the Village will then select their

recommended options that meet the request for proposals criteria and budget. These concepts will be utilized as the basis for design of the bike and skate amenity area.

10. Schematic Design: Based on the revised scheme and Village comments, further develop the design including:
 - Colored Master Park Plan
 - Building Floor Plan
 - Massing Model of Restroom Building and Performance Space
 - Final concept massing plan for the Pump Track, Bike Playground and Skate Park
 - a. Global project budgeting and cost estimates to ensure the scope of the project complies with the budget.
11. Based on Village comments, MSA will refine design and projected budget.
12. Develop final schematic design based on final comments from the Village.
13. Meeting #3: Present final schematic design with revised conceptual plan and budget to Village Board.

DELIVERABLES:

- Consensus forming with the Village Staff and Board.
- Develop probable costs and engineering and construction cost estimates.
- Provide colored electronic copy of final 2D concept plans and schematic drawings.
- Meeting minutes.

Phase 2 - Design Development

General Summary: Once the final concept plan of the park and other amenities has been developed, design development for the improvements will begin. They will consider the engineering impacts of the proposed design including the following:

1. Virtual bi-weekly progress meetings with Parks & Recreation Director (assumed 1 hour/each)
2. Prepare design development drawings for illustrating the proposed size, structures, connectivity/coordination with other park components, landscaping, lighting, utilities, etc.
 - Site Removals Plan
 - Site Plan
 - Site Grading Plan
 - Site Utility Plan
 - Site Lighting Plan
 - Park Amenities
 - Landscaping Plan
 - Restroom and Performance Space - Building Floor Plans, Structural footings, Elevations and Sections
3. Collect and review product data and initial material samples. Prepare outline specifications, including the products, materials and finishes of each component or system.
4. Prepare a construction cost opinion based on material take-offs.
5. Meetings #4 - Meet with the Village to review the design development progress/plans and receive input, decisions, and guidance.
6. Complete design development documents.

DELIVERABLES:

- Design Development Drawings
- Construction Cost Opinion
- Meeting Minutes

Phase 3 - Construction Documents

General Summary: Provide final design, coordination and engineering necessary for construction document preparation to complete the construction drawings and specifications as suitable to secure competitive

construction bids.

1. Virtual bi-weekly progress meetings with Parks & Recreation Director (assumed 1 hour/each)
2. Refine the detailed estimate of probable construction cost.
3. Provide an internal QA/QC review of all documentation.
4. Finalize and submit the graphic Construction Drawings and written Project Specifications that will be used to bid and construct the improvements. The construction drawings will include:
 - Title Sheet
 - Site/Grading Plan and Details
 - Site Demolition Plan and Details
 - Landscaping Plan, Schedules and Details
 - Site Amenity Plans and Details
 - Site Electrical Plans and Details
 - Building Plans and Details
5. Meetings #5 - Meet with the Village to review design and documentation progress and receive input, decisions, and guidance at 90% completion.
6. Upon receiving Village comments, MSA will refine the construction documents and perform quality assurance/quality control (QA/QC) review.
7. Upon the completed revisions, MSA will resubmit the Construction Drawings and Project Specifications, as may be required, to facilitate Village departmental approvals and permits.
8. MSA will make minor revisions as necessary and complete the bidding documents.
9. Upon receipt of Owner approval of construction documented and cost opinion and direction on what items to bid, consultant shall proceed with bidding under a separate contract as approved by the Village at a later date.

DELIVERABLES:

- 90% and Final Construction Drawings and Project Manual/Specifications
- Updated Construction Cost Opinion
- Meeting Minutes

OSLAD Grant Application

General Summary: Working in conjunction with the Village, MSA will provide services for the preparation of an application for an OSLAD grant from the Illinois Department of Natural Resources (IDNR).

- *Complete and submit the OSLAD application by September 13, 2024, in the format prescribed by the IDNR. Present draft to the Village for review. Revise if necessary.*
- *Draft and prepare for signature all resolutions, letters, documents and notices as required by the application and submit to the Village for review.*
- *Attend Board Meeting to approve grant application for submittal.*
- *Submit final application and respond to questions from the IDNR, if needed*

C. Compensation: MSA shall perform the above stated services for fee as follows:

Lump Sum Fee:

Phase 1 - Schematic Design & Site Topo Survey	\$105,400
Phase 2 – Design Development	\$127,786
Phase 3 – Construction Documents	\$127,896
<u>Additional Services – OSLAD Grant Application</u>	<u>\$3,820</u>
Total	\$364,902

Services not included, but could be added as needed:

1. Phase 4 – Bidding Service
2. Phase 5 - Construction Administration/Observation Services
3. Archeological Review/Study

4. Stormwater detention design and calculations
5. Wetland Delineation/Permitting
6. Security system vendor selection and coordination
7. Performance space AV equipment and lighting design
8. Bike playground, pump track and skate park final design and construction documents. Village will directly contract with the selected vendor to complete these services.
9. Construction Site Staking (by Contractor)
10. Public Engagement (beyond attending Public Village Board Meeting)

Items Completed by the Village:

- Pay for all permit and/or state review fees.
- Pay for any geotechnical borings and report.
- Pay for plan reproduction cost (final CDs); will be relatively limited since the project will be electronically bid.
- These will be invoiced as a reimbursable, unless directly paid by the Owner.

Information to be provided by the Village:

- Provide any other applicable and historical information for the park to be utilized to assist with the park design.

Village of Savoy, IL Dana Colbert Park Design Manhour and Fee Estimate

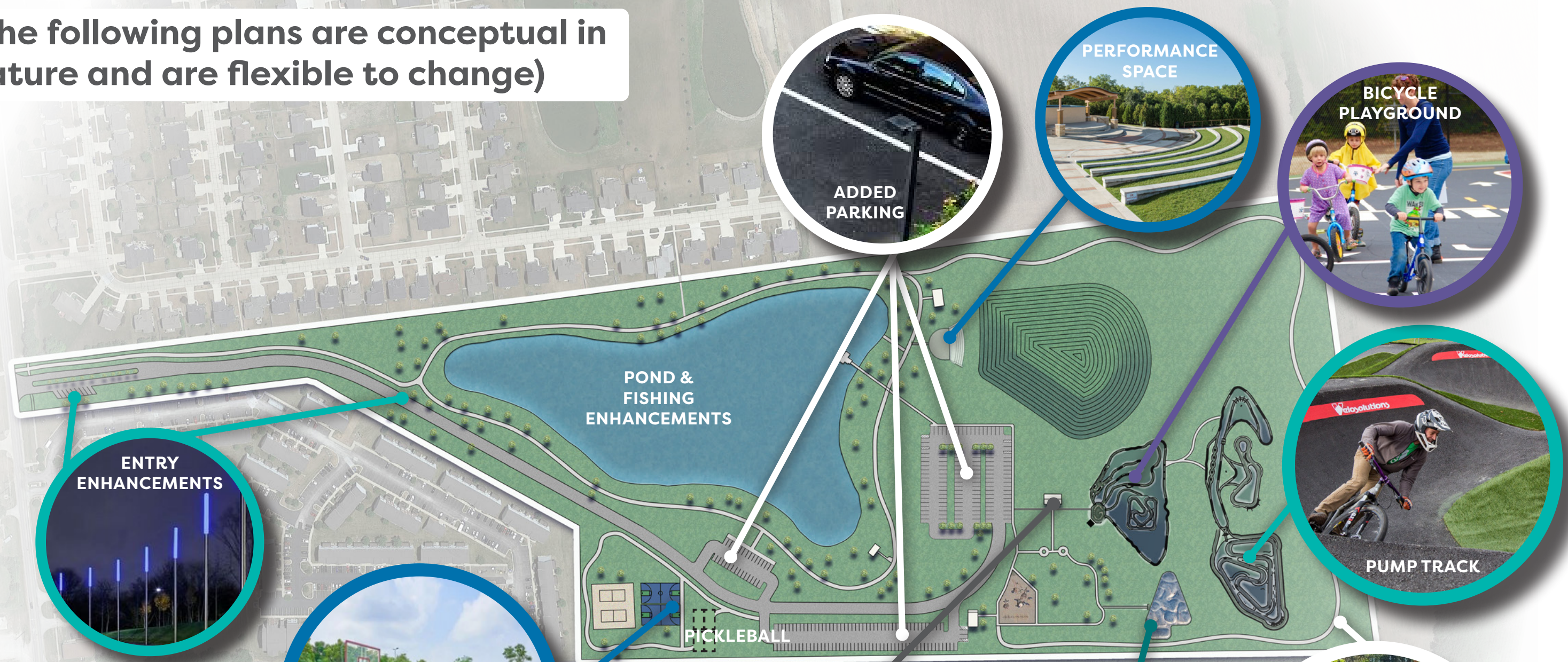
Phase	Task	Project Manager	Sr. Engineer	Project Engineer	Planner	Sr. Lands Architect	Landscape Designer	Architect	Structural Engineer	MEP Team Ld	MP Prj. Engr.	Electrical Engineer	Electrical Technician	PLS	Surveyor	Admin	Service Ln Leader	Principal	Sub Consultant	Expenses	Hours per Task	Fee per Task	Fee per Phase	
		170	190	125	155	170	110	165	180	210	150	170	135	180	140	80	210	210	\$					
Administration	Project Administration															16		4						\$ 33,160
	Project Management	120			20													4						\$ 2,120
	Technical Lead					20		20																\$ 24,340
Meetings	Village Board Mtgs	8	8		8																			\$ 4,170
	Village Progress mtgs	24	24		16		16		16															\$ 15,860
	Internal Design Mtgs	24	20	12	12	12	12	12	12	4	12	6	12	2	2	8	8						\$ 26,980	
Survey	Topo Survey													8	32									\$ 5,920
	Boundary Survey													16	24									\$ 6,240
	Data Processing														32									\$ 4,480
	Expenses																							\$ 1,775
Site Civil	Utility Research		8	8																				\$ 2,520
	Utility Extensions	4	8	32						2														\$ 6,540
	Parking Lot(s)		8	32						2		4												\$ 6,400
	Sidewalks/Ramps		4	16																				\$ 2,760
	Drainage		4	16																				\$ 2,760
	Grading		2	16														6						\$ 3,640
	Erosion Control		2	2																				\$ 630
	Area Lighting					2	4					2	14											\$ 3,010
	CAD			16																				\$ 2,000
	Specifications		8	8													16							\$ 3,800
Court Design	Basketball Courts	4	16	16																				\$ 5,720
	Pickleball Courts	4	16	16																				\$ 5,720
	Lighting		4								4	16												\$ 3,600
	Site Civil		4	8														2						\$ 2,180
	CAD			12																				\$ 1,500
Restroom Building	Specifications		8	8													8							\$ 3,500
	Architecture	8						40										8						\$ 9,640
	Structural								24															\$ 4,320
	Site Civil		4	12																				\$ 2,260
	Utilities		2	4						4														\$ 1,720
	Mech/Plbg										64													\$ 9,600
Amphitheater	Electrical										4	16											\$ 2,840	
	CAD/Revit																							\$ -
	Specifications			4				8	8		8	2												\$ 4,800
	Architecture	8						48										6						\$ 10,540
	Structural									32														\$ 5,760
	Site Civil		4	12																				\$ 2,260
Skate Park	Landscape Arch					16	24																	\$ 5,360
	Utilities		2	2																				\$ 630
	Mech/Plbg																							\$ -
	Electrical											4	16											\$ 2,840
	CAD/Revit																							\$ -
	Specifications			4				8	8			2												\$ 3,600
(Schematic Design) Sub Consultant	Architecture	4				4																10000		\$ 11,360
	Landscape Arch					4	8											1						\$ 1,770
	Structural																							\$ -
	Site Civil			8																				\$ 1,000
	CAD																							\$ -
Pump Track (Schematic Design) Sub Consultant	Specifications			8																				\$ 1,000
	Architecture																							\$ -
	Architecture	4				4																10000		\$ 11,360
	Architecture																							\$ -
	Architecture																							\$ -

Village of Savoy, IL Dana Colbert Park Design Manhour and Fee Estimate

	Project Manager	Sr. Engineer	Project Engineer	Planner	Sr. Lands Architect	Landscape Designer	Architect	Structural Engineer	MEP Team Ld	MP Prj. Engr.	Electrical Engineer	Electrical Technician	PLS	Surveyor	Admin	Service Ln Leader	Principal	Sub Consultant	Expenses		
					4	8											1		13	\$ 1,770	
																			0	\$ -	
			8																8	\$ 1,000	
																			0	\$ -	
			8																8	\$ 1,000	
Bicycle Course (Kids) (Schematic Design)																				\$ 13,520	
	Sub Consultant	4			4														8	\$ 9,960	
	Architecture																		0	\$ -	
	Landscape Arch				4	8													12	\$ 1,560	
	Site Civil		8																8	\$ 1,000	
	CAD/Revit																		0	\$ -	
	Specifications		8																8	\$ 1,000	
Loop Trail																				\$ 15,740	
	Site Civil		4	12															20	\$ 3,100	
	Landscape Arch				2	4													6	\$ 780	
	Spray Fountain	4	8	16	8	4		4	8		6	6							64	\$ 10,110	
	CAD/Revit			12															12	\$ 1,500	
	Specifications			2															2	\$ 250	
Landscaping																				\$ 11,320	
	Landscape Arch	2			8	32													42	\$ 5,220	
	Site Trails/Access	2			4	12													18	\$ 2,340	
	CAD					12													12	\$ 1,320	
	Specifications				4	16													20	\$ 2,440	
Lake																				\$ 6,940	
	Landscape Arch				4	8													16	\$ 2,400	
	Structural							8											8	\$ 1,440	
	Fish Structures		4																4	\$ 500	
	CAD	2	4																6	\$ 880	
	Specifications		4		2	8													14	\$ 1,720	
Entrance/Gate																				\$ 8,750	
	Architecture	2					4												8	\$ 1,420	
	Landscape Arch				4	8													12	\$ 1,560	
	Structural							4											4	\$ 720	
	Electrical										2	6							8	\$ 1,150	
	Civil		4																4	\$ 500	
	CAD		8									4							12	\$ 1,540	
	Specifications		2		2	4	4				1								13	\$ 1,860	
Permitting																				\$ 3,260	
	IEPA Utilities		4	12															16	\$ 2,260	
	NPDES Storm			2															2	\$ 250	
	IDNR Eco Cat			2															2	\$ 250	
	SHPO Hist/Arch			2															2	\$ 250	
	Village Building permit			2															2	\$ 250	
Funding																				\$ 3,820	
	IDNR OSLAD App	16			4											0.75		2	22.75	\$ 3,820	
Schematic Design																				\$ 17,365	
	Scematic Rendering	8	2		16	2	16	8											52	\$ 7,640	
	Cost Estimates	2	4	4		2	4	2	2	2							4	1	27	\$ 4,420	
	QA/QC	1	1		4				4		1	1						4	4	20	\$ 3,805
	Expenses																			\$ 1,500	
Bid Documents																				\$ 32,892	
	Project Manual	4	8	8													32		52	\$ 5,760	
	Technical Specifications		8	8		2	4	8	8		8						4		50	\$ 7,740	
	CAD Plan Set			16		8	32												56	\$ 6,880	
	QA/QC	4	4		4						4						16	6	38	\$ 7,360	
	Expenses																			\$ 3,000	
TOTALS		261	201	428	92	118	244	162	126	20	86	52	95	26	90	84.75	36	55		\$ 364,902	

DANA COLBERT PARK MASTER PLAN

(The following plans are conceptual in nature and are flexible to change)



Dana Colbert Park	
Security Cameras/Gate	\$ 35,000
Restrooms (Large)	\$ 350,000
Basketball Courts (2)	\$ 450,000
Pickleball Courts (4)	\$ 400,000
Additional Parking (+/- 150 Spaces)	\$ 175,000
Bicycle Playground	\$ 150,000
Pump Track (Large)	\$ 400,000
Entry Enhancements	\$ 60,000
Loop Trail (3,000 LF)	\$ 225,000
Skate Park (Small)	\$ 250,000
Performance Space	\$ 700,000
Additional Fishing Dock	\$ 65,000
EV Charging Station	\$ 50,000
Site Utilities and Landscaping	\$ 662,000
Total	\$ 3,972,000



Exhibit D

DISCLOSURE AFFIDAVIT

STATE OF **WI**)
) ss.
COUNTY OF **Sauk**)

I, the undersigned, being duly sworn, do state as follows:

SECTION 1. BUSINESS STATUS STATEMENT

A. **MSA Professional Services, Inc.** (hereafter "Contractor" or "Vendor") is a **Corporation**:

Contractor's Federal Tax Identification Number, or in the case of an individual or sole proprietorship, Social Security Number: **39-1016174**

(If a Corporation, complete B; If a Partnership or LLC, complete C; If an Individual, complete D)

B. **CORPORATION**

The State of Incorporation is **WI**.

Registered Agent of Corporation in Illinois:	Business Information (If Different from Registered Agent):
<u>Harbor Compliance</u>	<u>1230 South Boulevard</u>
Name	Company Address, Principal Office
<u>1900 E. Golf Rd., Suite 950A</u>	<u>Baraboo, WI. 53913</u>
Address	City, State, Zip
<u>Schaumburg, IL. 60173</u>	<u>608-356-2771</u> <u>608-356-2770</u>
City, State, Zip	Telephone Facsimile
<u>1-888-995-5895</u>	<u>www.msa-ps.com</u>
Telephone	Website

The corporate officers are as follows (list and identify all corporate officers - attach additional sheets if necessary):

President: **Gilbert A. Hantzsch**

Vice President: **Michael J. Statz**

Secretary: **Kevin Ruhland**



611 N. Dunlap Avenue | Savoy, Illinois 61874 | Phone: (217) 359-5894 | Fax: (217) 359-0202 | www.savoy.illinois.gov

Attach a List of all shareholders owning five percent (5%) or more of the stock in the corporation.

C. PARTNERSHIP OR L.L.C.

The business address is: _____

Telephone: _____ Fax: _____

Website or Email Address: _____

The partners or members are as follows: (Attach additional sheets if necessary)

(Name, Home Address and Telephone)
(Name, Home Address and Telephone)
(Name, Home Address and Telephone)

Manager of LLC (attach additional sheets as needed):

Name:

Address:

Telephone:

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

Email or website: _____



SECTION 2. NON-COLLUSION STATEMENT

A. This proposal, bid, or contract is made without any connection or common interest in the profits with any other person other than the Vendor except as listed on a separate attached sheet to this affidavit.

Check One:

 Others Interested in Contract None

B. No department director or any employee or any officer of the Village of Savoy has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.

C. That the Contractor/Vendor is not barred from bidding on any contract, if bidding process was used) as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION 3. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES

The undersigned states under oath that the Contractor/Vendor is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1. The undersigned also states under oath and certifies that Contractor/Vendor is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested, in accordance with the procedures established by the appropriate Revenue Act; or that the Vendor has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement.

SECTION 4. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Contractor/Vendor and its employees are familiar with and will comply with all Federal, State, and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

CONTRACTOR/VENDOR
[Redacted]
Signature *[Handwritten Signature]*

Printed Name: **Michael Buzicky**
Title: **Team Leader**

SUBSCRIBED and SWORN to before me this 8th day of May, 2024

[Redacted]

My Commission Expires: 10/27/2025

Notary Public



