

**AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN VILLAGE OF SAVOY, AN ILLINOIS MUNICIPALITY,  
AND CHAMPAIGN-URBANA (ILLINOIS) MASS TRANSIT DISTRICT,  
AN ILLINOIS LOCAL MASS TRANSIT DISTRICT**

This Agreement is made this 20th day of February, 2008, by and between the VILLAGE OF SAVOY (“Village” or “Savoy”) and the CHAMPAIGN-URBANA (ILLINOIS) MASS TRANSIT DISTRICT (“C-U MTD”).

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

**WHEREAS**, the C-U MTD is a duly established and operating local mass transit district in Champaign County, Illinois; and

**WHEREAS**, the C-U MTD presently includes in its territory a portion of real property within the Village of Savoy municipal limits; and

**WHEREAS**, the C-U MTD’s territory is contiguous to other real estate within the Savoy municipal limits; and

**WHEREAS**, the Village has the authority under Illinois law to provide mass transportation services and facilities within the Village; and

**WHEREAS**, the Village has the authority, under the Illinois Local Mass Transit District Act, 70 ILCS 3610/1, *et seq.*, to create a local mass transit district within the Village of Savoy; and

**WHEREAS**, the C-U MTD has the authority under said Illinois Local Mass Transit District Act to annex contiguous non-farmland territory, including portions of Savoy; and

**WHEREAS**, the C-U MTD has considered the possibility of annexing to the C-U MTD territory presently within the Village that is not within the C-U MTD; and

**WHEREAS**, the Village of Savoy has considered the Village’s provision of mass transportation facilities within the Village; and

**WHEREAS**, the Long Range Transportation Plan 2025, adopted in December 2004, is the blue print for improvements to the overall transportation systems of the Champaign, Urbana and Savoy urbanized area; and

**WHEREAS**, among the cardinal goals of the Long Range Transportation Plan 2025 is that “all transportation users of the urbanized area will have access to a network of transportation modes and infrastructures that maximizes collectivity between origins and destinations and the modes that travel between them”; and

**WHEREAS**, the Village of Savoy and the Champaign-Urbana Mass Transit District have agreed that, because of the varied nature of development within the Village and its immediate surrounding area, the implementation of the Long Range Transportation Plan 2025 in the Savoy urbanized area requires more detailed planning to provide for the orderly growth of public transportation while accommodating the concerns of the many parties involved; and

**WHEREAS**, it would be in the best interests of both parties that, except as provided herein, the CUMTD forbear annexation of Savoy territory during the continuing evaluation of the mass transportation needs of the Village of Savoy and surrounding territory; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5 ILCS, Section 220-1, *et seq.*, authorizes public agencies (both Savoy and C-U MTD are “public agencies”) to combine, transfer, or enjoy jointly any of their powers, privileges, functions or authority; and

**WHEREAS**, said Intergovernmental Cooperation Act further authorizes public agencies to combine, transfer, or exercise any of their powers, functions, privileges or authority by contractual intergovernmental contracts; and

**WHEREAS**, the parties each have statutory authority, jurisdiction and powers relating to the provision of mass transit facilities; and

**WHEREAS**, the parties believe it would be in the best interest of both parties to enter into this Intergovernmental Agreement, regarding provisions of mass transit facilities.

**IT IS, THEREFORE, AGREED AS FOLLOWS:**

**SECTION 1. INTERGOVERNMENTAL AGREEMENT IN BEST INTEREST OF PARTIES.**

Since both the Village of Savoy and the C-U MTD have statutory authority to provide mass transit facilities in the same territory, namely those portions of the Village of Savoy not heretofore included within the territory of C-U MTD, the parties hereby enter into this Intergovernmental Agreement regarding the provision of certain mass transit facilities by the parties’ authority, separately or jointly, or otherwise as agreed by the parties.

**SECTION 2. C-U MTD ANNEXATION OF VILLAGE OF SAVOY TERRITORY.**

(A) A color-coded map of the Village of Savoy and surrounding territory, marked Exhibit “A”, attached hereto and incorporated herein by reference, shows the current Village of Savoy municipal limits and color-coding of various portions thereof.

(B) The parties agree that for the duration of this Agreement, C-U MTD shall not annex any territory subject to this Agreement, except as provided herein.

“Annex” and “annexation” for the purposes of this Agreement shall include not only passing an Ordinance annexing a particular tract, but any action which is a legal prerequisite to annexation as set forth in Sections 3610/3.01 or Section 3610/8.1 of the Local Mass Transit District Act (70 ILCS 3610/1 et seq.) and the providing of any service by contract.

(C). Those areas colored Red on Exhibit A, which generally are developed residential areas, shall not be subject to annexation by the C-U MTD prior to 25 years from the date of approval of this Agreement, without first amending this Agreement.

(D) Those areas colored Green, on Exhibit A, which generally are areas already developed, can be annexed by the C-U MTD at any time after the approval of this Agreement by both parties.

(E) Those areas colored Blue on Exhibit A, and those areas deemed colored Blue under 3(A), which generally are areas outside the Village limits but within the Village of Savoy development area may be annexed by the C-U MTD as follows:

(1) when eligible under the statutes governing annexation under the Local Mass Transit District Act, or

(2) by a voluntary petition for annexation in accordance with Section 12 hereof.

**SECTION 3. SAVOY TERRITORY SUBJECT TO AGREEMENT.**

In addition to the provisions of Section 2 and Exhibit A, territory that is within 1 ½ miles of the municipal boundaries of Savoy, as reduced by Savoy's Boundary Agreements with Champaign and Urbana, as such exists on the date of this Agreement, is all intended to be Blue even though all of such 1 ½ mile extraterritorial jurisdiction may not be reflected on said Exhibit A. Territory outside of such area is not subject to this Agreement.

**SECTION 4. SERVICE TO SAVOY WAL-MART.**

The C-U MTD agrees to establish transportation services to Wal-Mart by September 1, 2008 if the necessary contiguity for annexation of the Wal-Mart site is established.

**SECTION 5. ADA SERVICES.**

The C-U MTD will establish services called for in the Americans With Disabilities Act (ADA) within the corporate limits of the Village by September 1, 2008 with fares and services consistent with ADA service in the entire C-U MTD area.

**SECTION 6. VILLAGE CUMTD AREAS.**

The C-U MTD will meet and negotiate with Village officials regarding scheduling and equipment to serve C-U MTD annexed areas of the Village both for regular transportation services and ADA services.

**SECTION 7. UNIT 4 SCHOOL SERVICE FROM CUMTD.**

The C-U MTD will not serve any area within the corporate limits of the Village under agreement with Unit 4 School District without an amendment to this Agreement. It is understood that the area currently within the CUMTD boundaries is not subject to this limitation.

**SECTION 8. FUTURE VILLAGE ANNEXATION AGREEMENTS TO REQUIRE C-U MTD ANNEXATION PROVISION.**

The Village agrees that it will cause a provision in substantially the following form to be part of any annexation agreement that the Village enters into after the effective date of this Agreement:

**SUBSEQUENT ANNEXATION TO VILLAGE AND TO C-U MTD:**

(1) Developer agrees that when [his/her/its] property, or a portion thereof, has been annexed to the Village of Savoy pursuant to this annexation agreement, and

when [his/her/its] property, or a portion of such property becomes contiguous to Champaign-Urbana Mass Transit District (C-U MTD) [he/she/it] shall, prior to any electors residing on the subject tract, execute a petition requesting annexation to the C-U MTD as provided for in 70 ILCS 3610/8.1(a).

(2) This legal obligation of the Developer, as the property owner, to annex subject property to the Village of Savoy and to the C-U MTD shall “run with the land” and be binding upon the Developer and also upon all subsequent owners of the property, or any portion thereof.

(3) If the Developer or any subsequent owner of the property, or any portion thereof, fails or refuses to so annex such property upon such property being contiguous to the Village and/or to the C-U MTD, then the Village and/or C-U MTD may effect such annexation through court order, including but not limited to, specific performance, mandatory injunction or other court action, based upon such owner(s) violation of this obligation.

(4) Provided, further, that if any property owner fails or refuses to so voluntarily annex his/her/its property, and the Village and/or C-U MTD initiates court action to effect such annexation, then the property owner(s) shall be liable for the costs and reasonable attorneys fee of the Village and/or C-U MTD incurred to effect annexation of such property.

(5) Developer agrees that he/her/it shall effect a binding covenants for subject property upon its subdivision and/or conveyance, obligating all subsequent owners of subject properties to so annex said properties to the Village and the C-U MTD, reflecting the substance of this Section 8.

**SECTION 9. SAVOY’S ADVISORY C-U MTD TRUSTEE.**

Upon approval of this Agreement by both parties, the C-U MTD will amend it resolution which established the position of “Advisory Trustee” to include an Advisory Trustee position thereunder to be filled by an appointee of the Village of Savoy municipal authorities.

**SECTION 10. TERM OF AGREEMENT.**

This Agreement shall be effective for a term of twenty-five (25) years.

Thereafter, this Agreement shall continue in force on a year-to-year basis unless and until either party furnishes the other a written notice of termination at least one year before such termination.

**SECTION 11. AMENDMENT OR TERMINATION OF AGREEMENT.**

This Agreement may be amended or terminated by the mutual written agreement of the parties.

**SECTION 12. VOLUNTARY ANNEXATION BY PROPERTY OWNERS.**

Nothing in this Intergovernmental Agreement, including specifically the provisions imposing limitations to annexation by the C-U MTD due to color-coding and including any provisions in any annexation agreement to the contrary, is intended to limit or restrict the right of individual property

owners to voluntarily annex their property to the C-U MTD, although the C-U MTD agrees it will notify the Village as to any such petition before acting on that petition.

**SECTION 13. EXECUTION OF AGREEMENT.**

This Agreement has been duly approved by the governing boards of both parties which boards directed its officers to execute this Agreement.

**VILLAGE OF SAVOY, ILLINOIS**

**CHAMPAIGN-URBANA ILLINOIS  
MASS TRANSIT DISTRICT**

By: Robert C. McCleary  
Robert C. McCleary  
Village President

By: Alfred Henderson  
Its: CHAIR

ATTEST:  
Billie J. Krueger  
Billie J. Krueger  
Village Clerk

ATTEST:  
Jack Waaler  
Its: Secretary

Date of Execution Feb. 20, 2008

Date of Execution JAN 30<sup>th</sup>, 2008

Approved as to form:

Approved as to form:

Paul C. Hendren 2/25/2007  
Paul C. Hendren Date  
Savoy Village Attorney

Jack Waaler Feb 6 2008  
Jack Waaler Date  
C-U MTD Attorney

