

AN ORDINANCE PROVIDING FOR THE EXTENSION OF THE
SOUTH BROADWAY SANITARY SEWER INTERCEPTOR

WHEREAS, the City of Urbana, Illinois has constructed a sanitary interceptor known as the South Broadway Sanitary Interceptor from Michigan Avenue to Florida Avenue in the City of Urbana, Illinois, which said interceptor has been extended by the owners of the First Replat of Elm Knoll Addition to a point Five Hundred Twelve (512) feet South of the center line of Florida Avenue; and

Whereas, the University of Illinois, the Developers of University Downs Subdivision, the Developers of the Hutcherson Tract and L. M. Rovelstad have agreed to pay for the cost of the extension of said sanitary interceptor from the center line of Florida Avenue to the center line of Mumford Drive in the University Downs Area; and

Whereas, it appears that such extension can be constructed by the Board of Local Improvements of the City of Urbana without any cost to said City, with the understanding that said interceptor, when completed, will belong to the City of Urbana, and will, in the future, be maintained by the said City of Urbana; and

Whereas, the Board of Local Improvements of the City of Urbana, has fully investigated the desirability of the extension of said interceptor and the means of financing the construction work for the installation and has recommended that said interceptor be installed in accordance with the following agreement:

AGREEMENT FOR INSTALLATION OF SANITARY INTERCEPTOR

THIS AGREEMENT made and entered into this 30 day of April, A. D. 1951, by and between the Board of Local Improvements of the City of Urbana, Illinois, hereinafter referred to as the Board; L. M. ROVELSTAD and MYRA ROVELSTAD, his wife, hereinafter referred to as the Revelstads; EDWARD W. CLEARY and MARGARET G. CLEARY, his wife, and JAMES B. GILLESPIE and EMILY J. GILLESPIE, his wife, hereinafter referred to as the Hutcherson Tract Developers; HOWARD O. WATSON and DAVID F. HUBBARD, hereinafter referred to as the University Down's Developers; the Urbana-Champaign Sanitary District, hereinafter referred to as the Sanitary District; and GENE D. WHISIGER as agent for the owners of the real estate located in First Replat of Elm Knoll Addition, hereinafter referred to as Elm Knoll Agent, WITNESSETH:

Whereas, the parties to this agreement desire to construct a twelve (12) inch sanitary interceptor from the manhole at the South end of the Elm Knoll inter-ceptor in a Southerly direction to the center of Mumford Drive in University Downs Fourth Plat, which said interceptor may be used in the future to serve seventy (70) acres of the University Downs area, fifty-five (55) acres of land owned by the University of Illinois, six (6) acres owned by the Revelstads and ten (10) acres owned by the Hutcherson Tract Developers; and

Whereas, the Elm Knoll owners have previously constructed and paid for a sanitary interceptor from the center line of Florida Avenue to a point five hundred twelve (512) feet South of such center line to which interceptor the proposed sewer will be connected; and

Whereas, the Board of Trustees of the University of Illinois has approved a payment of Two Thousand Five Hundred Dollars (\$2,500.00) to be applied upon the cost of a sanitary interceptor from Florida Avenue to Mumford Drive as an extension of the South Broadway sewer of the City of Urbana; and

Whereas, the parties desire to distribute or apportion the cost of said interceptor in accordance with the acreage of each owner to be served; and

Whereas, the Sanitary District has previously paid Five Hundred Seventy-five Dollars (\$575.00) towards the cost of extending the South Broadway sanitary interceptor from Michigan Avenue to Florida Avenue in the City of Urbana and desires to be reimbursed in the amount of Three Hundred Twenty-eight Dollars and Sixty-seven Cents (\$328.67) before any further extensions of said sewer are made, and further desires that all real estate to be served by said interceptor be annexed to the Sanitary District before connections are made to said interceptor; and

Whereas, the Elm Knoll owners desire to be reimbursed for that portion of the cost of the Elm Knoll interceptor which exceeds their proportionate share of the cost of the entire interceptor from Florida Avenue to Mumford Drive; and

Whereas, the City of Urbana desires to own and maintain said sewer when the same is completed and therefore desires that the area which is to be served immediately by said interceptor and the area through which said interceptor shall run be annexed to the City of Urbana.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. It is agreed that the cost of the interceptor from Florida Avenue to Mumford Drive shall be shared by the following owners in accordance with the following estimate of cost:

Estimate of Cost of 12" Sanitary Sewer from Florida Avenue to Mumford Drive			
1569 lin ft	12" Sewer	@ 2.70	\$4236.30
69 lin ft	Manhole Depth	@ 22.00	1518.00
12 12" x 6"	Wyes	@ 5.00	60.00
			<u>\$5814.30</u>
Engineering (10%)			581.43
Legal (4%)			232.57
Contingency (1%)			58.14
			<u>\$6686.44</u>
		TOTAL COST OF IMPROVEMENT	

ALLOCATION OF COST ON ACREAGE BASIS

University Downs	70 acres	46.67%	\$3120.56
University of Illinois	55 acres	36.67%	2451.90
Rovelstads	6 acres	4.00%	267.46
Hutcherson Tract Developers	10 acres	6.66%	445.31
Elm Knoll	<u>9 acres</u>	<u>6.00%</u>	<u>401.21</u>
Totals	150 acres	100 %	\$6686.44

2. It is further agreed that the Sanitary District is entitled to reimbursement for capital expended on the South Broadway interceptor in the amount of Three Hundred Twenty-eight Dollars and Sixty-seven Cents (\$328.67.)

3. It is further agreed that the Elm Knoll owners are entitled to reimbursement for Five Hundred Twelve (512) lineal feet of twelve (12) inch sanitary sewer and twenty-five (25) lineal feet of manhole depth, already constructed by the said owners as follows:

512 lin ft	Sanitary Sewer	@ 2.70	\$1282.40
25 lin ft	Manhole Depth	@ 22.00	<u>550.00</u>
			\$1932.40

Less proportionate share of costs shown in above estimate allocated to Elm Knoll owners 401.21
Balance to be refunded to Elm Knoll Agent for Elm Knoll owners \$1531.19

4. The following parties therefore agree to pay to the Board of Local Improvements, the following amounts, to-wit:

University Downs	\$3120.56
University of Illinois	2451.90
Rovelstads	267.46
Hutcherson Tract Developers	<u>445.31</u>
TOTAL	\$6285.23

5. The Board agrees to distribute said money as follows:

To the Sanitary District	\$ 328.67
To the Elm Knoll Agent for the Elm Knoll Owners	1531.19
For construction of a twelve (12) inch sewer from the South end of Elm Knoll sewer to Mumford Drive	4425.37
	<u>\$6285.23</u>

6. It is agreed that the extension of the Elm Knoll interceptor to Mumford Drive from the South end of said Elm Knoll interceptor shall be constructed in accordance with the following estimate of cost:

1057 lin ft	of 12 inch sewer	@ 2.70	\$2853.90
44 lin ft	of manhole depth	@ 22.00	968.00
12 12x6	Wyes	@ 5.00	<u>60.00</u>
	Total		\$3881.90
Engineering (10%)			388.19
Legal (4%)			<u>155.28</u>
	Total		\$4425.37

7. The parties agree that the Board of Local Improvements shall, upon receipt of the proportionate amounts as set forth in paragraph 1 above (except that amount due from the University of Illinois) have authority to advertise for bids and let a contract for the construction of the extension of the Elm Knoll interceptor to Mumford Drive in accordance with the estimate of cost set forth in paragraph 6 above and in accordance with plans and specifications to be prepared by M. H. Kinch, a registered land surveyor and engineer. It is understood and agreed that the contractor shall be required to furnish a bond for the amount of cost of construction at the time the contract for such construction is signed. It is further understood and agreed that the payment authorized by the University of Illinois (not to exceed Two Thousand Five Hundred Dollars (\$2,500.00)) will be paid to the Board of Local Improvements by the University of Illinois when the contract has been let and the

contractor has commenced the actual construction of the interceptor, since said amount to be paid by the University of Illinois has been authorized for payment on this project by the Board of Trustees of said University.

8. It is further agreed that the specifications for said interceptor sewer shall contain the following paragraph for the protection of the Rovelstads' land through which said sewer is to be constructed.

"The contractor to enter into an agreement for the benefit of Rovelstad that where the sewer line crosses Rovelstad's land that the contractor shall keep the top soil separate from the other dirt removed from the excavation and that when the line has been laid, that the excavation will be back-filled and tamped or watered down so that there will be no future settling of the earth used in making the back-fill; the top soil shall be replaced, tamped, graded and seeded to a good pasture seed mixture so as to return the surface of the area where the sewer is installed to the same condition that it was prior to the installation of said sewer. Further, the contractor shall replace all fences removed in the course of the installation of said sewer and put the same in as good a condition as they were prior to the removal of such fences; said contractor to provide necessary corner posts set in concrete so as to be able to stretch the fence so replaced to as good a condition as the same was in prior to its removal."

9. It is further agreed that said sewer shall be constructed across the Rovelstad tract within the following area, to-wit:

The West Seventy (70) feet of the South Four Hundred Nine and Three Tenths (409.3) feet of Elm Knoll Addition, being a Subdivision of the Northeast Quarter of the Northwest Quarter of the Northeast Quarter and the North half of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter of Section Twenty (20) Township Nineteen (19) North, Range Nine (9) East of the Third Principal Meridian, situated in the County of Champaign and State of Illinois.

10. It is further agreed that said sewer shall be constructed across the Hutcherson tract in the following described area, to-wit:

The West Half of the East Half of the South Half of the South Half of the Northwest Quarter of the Northeast Quarter of Section Twenty (20) Township Nineteen (19) North, Range Nine (9) East of the Third Principal Meridian.

11. The parties further agree that they will sign a petition for the annexation to the City of Urbana, Illinois and to the Sanitary District, of the Fourth Replat of University Downs and the two areas above described through which said sewer is to be constructed.

12. The parties further agree to pay their proportionate parts of the cost of said sewer to the said Board on or before May 10, 1951.

13. The Board agrees that upon the completion of said sewer the same may be connected to the Elm Knoll extension of the South Broadway Sanitary Sewer without cost to the owners, and further agrees to maintain said sewer as City property and the parties hereto agree that said interceptor shall be owned by said City after it is constructed.

14. It is understood and agreed that Howard O. Watson and David F. Hubbard, the developers of University Downs Additions, their heirs, executors, administrators and assigns, shall have the right to extend their storm drainage system presently located in University Downs, into that part of the

Southeast Quarter of the Northeast Quarter and the North Half of the Northeast Quarter of the Southeast Quarter of Section Twenty (20) Township Nineteen (19) North, Range Nine (9) East of the Third Principal Meridian

which naturally drains into the South Central Storm Drain of the City of Urbana, Illinois.

Witness our hands and seals this 30th day of April, A. D. 1951.

URBANA-CHAMPAIGN SANITARY DISTRICT

BY

L. M. Revelstad
.....
L. M. Revelstad

.....
Myra Revelstad

Howard O. Watson
.....
Howard O. Watson

David F. Hubbard
.....
David F. Hubbard

Gene D. Weisiger
.....
Gene D. Weisiger
Elm Knoll Agent

BOARD OF LOCAL IMPROVEMENTS OF THE CITY OF URBANA, ILLINOIS

BY *Glen E. Chapman*
.....
President

Edward W. Cleary
.....
Edward W. Cleary

Margaret G. Cleary
.....
Margaret G. Cleary

James B. Gillespie
.....
James B. Gillespie

.....
Emily J. Gillespie

.....


NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF URBANA, ILLINOIS:

Section 1. That the Board of Local Improvements
of the City of Urbana be authorized to enter into a contract
with property owners as set forth herein, for the construction
of an extension of the South Broadway Sanitary Sewer to Mumford
Drive in the University Downs Subdivision.

Section 2. That said Board of Local Improvements
be authorized to advertise for bids on behalf of the City of
Urbana, Illinois and to let a contract for the construction
of said sanitary interceptor to the lowest and best bidder in
accordance with plans, plats, profiles and specifications to
be prepared by M. H. Kinch, a registered surveyor and engineer.

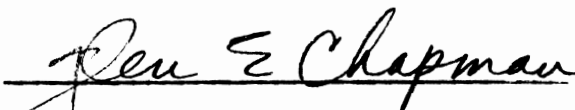
Section 3. Said Board of Local Improvements is
hereby authorized to perform the agreement as herein set forth
and to enter into agreements with property owners who desire
to connect to said sanitary interceptor providing no connections
shall be made to such interceptor which will serve or drain
real estate not within the corporate limits of the City of
Urbana, Illinois or whose owners have not petitioned for
annexation to said City.

Adopted by the City Council of the City of Urbana,
Illinois this 1st day of May, A. D. 1951.



CITY CLERK

Approved by the Mayor this 3rd day of May, A. D.
1951.



MAYOR