

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE  
AN AGREEMENT BETWEEN THE CITY OF CHAMPAIGN AND THE UNIVERSITY OF  
ILLINOIS RESPECTING IMPROVEMENTS TO THE BONEYARD CREEK**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the Agreement Between the City of Champaign, the City of Urbana and the University of Illinois Respecting Improvements to the Boneyard Creek, in the form of a copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 18<sup>th</sup> day of September, 2000.


AYES: Hayes, Kearns, Patt, Taylor, Whelan, Wyman

NAYS: Huth

ABSTAINS:

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, September \_\_\_\_\_,

2000.



*Phyllis D. Clark*  
 \_\_\_\_\_  
 Phyllis D. Clark, City Clerk  
*Richard J. ...*  
 \_\_\_\_\_  
 Deputy Clerk  
*Tod Satterthwaite*  
 \_\_\_\_\_  
 Tod Satterthwaite, Mayor

**AN AGREEMENT**

**BETWEEN THE CITY OF CHAMPAIGN, THE CITY OF URBANA,  
AND THE UNIVERSITY OF ILLINOIS  
RESPECTING IMPROVEMENTS TO THE BONEYARD CREEK**

THIS INTERGOVERNMENTAL AGREEMENT is made as of the date below the signature of the last entity to sign it ("effective date"), by and between the City of Champaign, Illinois, a municipal corporation ("Champaign"); the City of Urbana, Illinois, a municipal corporation ("Urbana") and the Board of Trustees of the University of Illinois ("University").

**WITNESSETH:**

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and 5 ILCS 220/1, *et seq.* the parties to this contract are authorized to enter into an intergovernmental agreement;

WHEREAS, the Cities entered an agreement relating to the Boneyard Creek in June 1992 which the University chose not to be party to;

WHEREAS, in May 1993, the Champaign City Council approved goals and objectives to guide the preparation of the Boneyard Improvement Plan and approved the Lower Boneyard Creek Improvement in July, 1999;

WHEREAS, Champaign and the University have embarked on improvements to the Boneyard Creek to reduce flooding in Champaign's Campustown and through the University's campus as part of Phase I-A, I-B, I-C ("improvements");

WHEREAS, the improvements include 137 acre-feet of detention and will significantly reduce flows at Wright Street and Lincoln Avenue;

WHEREAS, Champaign and the University have secured the necessary permits from the regulatory agencies, namely, the Illinois Department of Natural Resources - Office of Water

Resources, the Illinois Environmental Protection Agency, and the United States Army Corps of Engineers;

WHEREAS, Champaign and the University have represented that the Phase I-A, I-B, and I-C improvements will not increase water surface elevations or flow along the Boneyard Creek downstream of Lincoln Avenue;

WHEREAS, the Cities and University are desirous to monitor and analyze the flows and stages after the Boneyard Creek Phase I-A, I-B, and I-C Improvements have been completed;

WHEREAS, the USGS Agreement will assist the parties in validating the model predicted flows and stages throughout the Boneyard Creek Basin as the result of the improvements and verify that system components are operating as originally intended and designed; the parties recognize that the USGS analysis is limited in nature and scope.

NOW, THEREFORE, in consideration of the foregoing premises and the other undertakings contained in this Agreement, the Cities and the University agree as follows:

Section 1. Definitions.

Unless the context requires otherwise, the terms below shall have the meanings assigned to them as follows:

- (A) "Cities" shall mean the cities of Urbana and Champaign.
- (B) "Improvements" shall mean the Phase I-A, I-B, and I-C projects as defined herein.
- (C) "Phase I-A" shall mean the City of Champaign's Boneyard Creek Improvement that includes the Healey Street Detention Basin.
- (D) "Phase I-B" shall mean the City of Champaign's Boneyard Creek Improvement that includes the Lamar In-Line Detention and Channel Improvements.

(E) "Phase I-C" shall mean the University of Illinois at Urbana-Champaign Campus Flood Control/Boneyard Creek Improvements, CDB Project 830 010-224.

(F) "SWMM Model" is the Environmental Protection Agency's [EPA] Stormwater Management Model.

(G) "USGS" is the United States Geological Survey, specifically the Water Resources Division, Illinois District.

Section 2. Monitoring.

A. The Cities and the University acknowledge the importance of monitoring and assessing the hydrologic and hydraulic performance of the Phase I-A, I-B, and I-C Boneyard Creek Improvements and thus agree that the following monitoring equipment will be provided within ninety (90) days after the final completion of Phase I-C improvements as follows:

(1) Champaign agrees at its expense to install and maintain a continuously recording rain gauge near the center of the lower Boneyard Creek watershed in Champaign for the term of the USGS proposed contract, "Proposal for Assessment of Pre-and Post-Flood Control Flood Conditions Along the Boneyard Creek in Champaign-Urbana, Illinois", Version 10, dated August 4, 2000 (Exhibit A).

(2) The University agrees at its expense to install and maintain a continuously-- recording rain gauge at the proposed USGS stream gauge location on campus between Wright Street and Gregory Street along the Boneyard Creek for the term of the USGS proposed contract (Exhibit A).

(3) Urbana agrees at its expense to install and maintain a continuously recording rain gauge near the center of the Boneyard Creek watershed in Urbana for the term of the USGS proposed contract (Exhibit A).

(4) The University agrees at its expense to install and maintain for the term of the USGS proposed contract (Exhibit A) flow and stage monitoring equipment in the Boneyard Creek between Wright Street and Gregory Street.

(5) Urbana agrees at its expense to install and maintain for the term of the USGS proposed contract (Exhibit A) flow and stage monitoring equipment in the Boneyard Creek at the upstream side of the Lincoln Avenue bridge and stage monitoring equipment in the vicinity of Race Street.

(6) The Cities and the University agree that (Exhibit A) shall be used for the monitoring provided for herein.

(7) The Cities and the University agree that the City of Urbana will enter into a cooperative agreement with the USGS to perform the services as outlined in the proposal (Exhibit A). Urbana, Champaign, and the University each agree to bear one-third of those fees for USGS to perform this assessment not to exceed \$30,000 (Exhibit A) per entity to be paid to the City of Urbana within 30 days of being invoiced therefor.

B. Champaign and the University agree to provide USGS the final version of the SWMM Model prepared for Phase I of the Boneyard Creek Improvements and all supporting documentation that Champaign or the University have in their possession required for USGS to perform said study,

C. (1) After three (3) events that generates flows of 696 cfs or larger at Lincoln Avenue or after ten (10) years from the completion of Phase 1-C, whichever comes first, the USGS will prepare a final report. Within thirty (30) days after the receipt of a final report from the USGS, the engineers from the Cities and the University shall meet to discuss this report,

including the data and the findings of USGS, and such other information available to the parties. If at least two (2) of the three (3) engineers agree that action should be taken based on the recommendation of USGS, then within ninety (90) days, Champaign and the University will prepare an action plan to address those recommendations.

(2) During the conduct of such meetings, the parties shall attempt to determine, using the USGS report and any other information available to the parties, if the SWMM model should be recalibrated enhance its ability to accurately predict the performance of the stormwater system and its handling of rainfall events. It is recognized that three (3) rainfall events of 696 cfs or larger at Lincoln Avenue are necessary to achieve reliable results.

(3) If at least two (2) of the three (3) parties agree that the SWMM model should be recalibrated due to new information, then Champaign and the University will contract with a reputable engineering firm to review the USGS report and any other information and recalibrate the model.

(4) If the recalibrated model, which would include post-project conditions, showed that the projects were increasing flow or stage in Urbana, or consistently reducing flows or stages in Champaign, then the engineering firm would issue a report recommending changes to the improvements upstream of Lincoln Avenue or to any other element in the Boneyard watershed upstream of Lincoln Avenue.

(5) Within thirty (30) days after the receipt of an engineering report, the parties shall meet and discuss the recommendations of the report.

(6) Any adjustments to the improvements, or other elements of the watershed, recommended by such analysis, shall be undertaken by the respective parties in whose maintenance jurisdiction the element of the watershed exists.

(7) Champaign and the University shall, in good faith, provide an action plan and undertake any work recommended within a reasonable time, after the reports identifies such work, as indicated by the significance and certainty of the impact. Consideration will be given to Champaign and the University's normal budgetary process in determining how quickly work can proceed.

D. Urbana retains the right to, for up to five additional years, after expiration of the USGS proposed contract, to continue to employ USGS at Urbana's expense and to continue to assess pre- and post-flood control flood conditions along the Boneyard Creek. Any USGS reports during this period will be processed in accordance with Section (C) of this Agreement. The University and Champaign agree to leave said rain gauges and flow and monitoring equipment per Section 2(A) in place at Urbana's expense.

### Section 3. Stormwater Discharge Policy.

The University agrees to continue to follow the University's Building Standard for New Construction and Remodeling, Section 02720--Storm Sewer Systems, specifically Section 2.0--Controlled Stormwater Discharge Policy (Exhibit B), for all development and redevelopment that occurs on land the University owns or controls within the Boneyard Creek Basin, as long as this standard meets the least restrictive detention and discharge requirements in force in the Cities. The University reserves the right to amend said standard and will notify the Cities in advance of proposed revisions. The Cities agree to the Stormwater Discharge Policy as stated, per Section 9. Quantity of Flow in Creek, in the June 30, 1992, "Boneyard Creek Agreement" (Exhibit C).

Section 4. Responsibilities.

A. The University agrees to provide all routine maintenance and repairs on the Boneyard Creek between Wright Street and Gregory Street and shall at its sole expense perform such maintenance and repairs in an effort to keep the Boneyard Creek channel flowing in a manner as designed, per the Phase I-C improvements, and in accordance with Subsection C of this section.

B. As to the remainder of the Boneyard Creek, the Cities agree to maintain and repair in accordance with the agreement between the Cities relating to the Boneyard Creek dated June 30, 1992 (Exhibit C), and in accordance with Subsection C of this section.

C. The parties agree to, within twelve (12) months after the agreement becomes effective, jointly develop a routine maintenance standard for the creekway with respect to portions of the creek within their respective jurisdictions. The standards, once approved by the Public Works Directors in Champaign and Urbana and the Chief Facilities Officer for the University, shall be incorporated as part of this agreement as Exhibit D, as of the date of the last party to approve the standards. Each party shall perform maintenance in accordance with the standards.

Section 5. Outlet Fees.

The Parties to this Agreement recognize that the natural outlet for stormwater in the Boneyard Creek watershed is to the Saline Drainage District. Furthermore, the Cities acknowledge that under Exhibit C to this Agreement, they presently share legal responsibility for any "outlet fee" assessed on behalf of the Saline Drainage District for which the Urbana-Champaign Sanitary District would have been responsible under the 1949 Agreement between the Saline Drainage District and the Urbana-Champaign Sanitary District.



In addition to the responsibility for the maintenance of their respective segments of the Boneyard Creek, the parties desire to establish a means of addressing the possibility of assessments against one or all of the parties pursuant to a petition under Article XI of the Drainage Code; therefore, in the event the Saline Drainage District or its successor files a petition under Article XI of the Drainage Code or any successor to such statute, for the Court to determine what, if any, just proportion of the costs of work for enlargement, improvement, maintenance, repair or operation of the Saline Drainage District ditch which benefits lands outside of the Saline Drainage District should be imposed, and an assessment is levied against either or both of the Cities, irrespective of any liability or obligation on the part of the University to make payment of assessments for benefits levied pursuant to the said Article XI, the University hereby agrees to contractually assume said obligation and to make payment of its proportionate share of the cost of any work and improvement for drainage purposes. The Parties agree to the following proportionate share as their respective liability for benefits conferred; Champaign—47%, Urbana—35%, and the University—18%. The Parties agree to promptly pay the amount of benefits conferred according to the above percentages to the Clerk of the Court so the Court may apply such funds as payments of the amounts assessed as an outlet fee.

#### Section 6. Water Quality.

The University agrees to respond along with the Cities to the presence of non-stormwater discharges in the Creek immediately upon notification. Such response will be in accordance with the Standard Operating Guidelines for a Hazardous Material Response (Exhibit E), approved by the Public Works Directors and Fire Chiefs in both Cities and the Vice Chancellor for

Administration and Human Resources of the University, and shall become part of this Agreement.

Section 7. Urbana--Approvals.

Upon the signing of this Agreement by all parties, Urbana hereby:

A. concurs with the University's Phase I-C Improvements, as presented in the joint Agency Permit Application dated April 30, 1998.

B. supports the University proceeding with the construction of the Phase I-C Improvements and deems it meets Urbana's stormwater and floodplain regulation requirements.

C. grants temporary construction easements for the term of the construction of Phase I-C, as legally described in Exhibit F.

D. approves the plans dated July 28, 2000 to modify or reconstruct the city-owned bridges at Mathews Street, Goodwin Avenue, Gregory Street, and Lincoln Avenue.

E. acknowledges the University's position that it is not subject to the ordinance which requires a "Creekway Permit" for the work herein contemplated, but in conformance with its own ordinance, nevertheless herewith issues such Creekway Permit.

F. agrees that no other permits or approvals are required from the City to construct the Phase I-C Improvements as provided on plans dated July 28, 2000.

G. acknowledges that, based on Urbana's best efforts to confirm, Urbana believes the University's proposed Phase I-C Improvements in concert with Champaign's Phase I-A and I-B improvements will not increase water surface elevations or increase flow downstream of Wright Street through Urbana.

Section 8. Prior Agreement.

Except as expressly modified by this Agreement, the parties agree that the Agreement between Champaign and Urbana attached as Exhibit C remains in full force and effect.

Section 9. Miscellaneous Provisions.

If state legislation changes the powers or responsibilities of the parties relative to the Boneyard Creek, the parties shall renegotiate this Agreement in good faith.

Section 10. Action Contrary to Law.

Nothing contained herein shall require either of the Cities or the University to take any action which would be a violation of law or would cause a default on any obligation or debt instrument.

Section 11. Notices.

Notice hereunder shall be considered delivered when delivered personally or sent by certified mail, postage prepaid, to:

City of Champaign

*City Manager  
102 North Neil Street  
Champaign, Illinois 61820*

City of Urbana

*Mayor  
400 South Vine Street  
Urbana, Illinois 61801*

University of Illinois

*Vice-Chancellor for Administration and Human Resources  
Swanlund Administration Building  
601 East John Street  
Champaign, Illinois 61820*

Section 12. Further Approvals.

When a provision in this Agreement requires the agreement or approval of one or both Cities or the University, such agreement or approval shall be evidenced in writing and signed by the City Manager for the City of Champaign and the Mayor of the City of Urbana, and the Vice-Chancellor for Administration and Human Resources of the University.

Section 13. Binding Agreement.

This Agreement shall be binding and inure to the benefit of the parties hereto, their successors and assigns.

**CITY OF CHAMPAIGN, ILLINOIS**

By: Paul A. Bey  
*meB. City Manager*

ATTEST: Marilyn K. Banks  
*City Clerk*

Date: 9-14-2003

**APPROVED AS TO FORM FOR CITY:**

FC James  
*City Attorney CB 2000-024*



**BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM FOR UNIVERSITY:**

Its \_\_\_\_\_

**REVIEWED BY:**

\_\_\_\_\_  
*Vice Chancellor for Administration and Human Resources*

\_\_\_\_\_  
*Chief Facilities Officer*

\_\_\_\_\_  
*Director of Operation & Maintenance*

**CITY OF URBANA, ILLINOIS**

By: \_\_\_\_\_  
*Mayor*

ATTEST: \_\_\_\_\_  
*City Clerk*

Date: \_\_\_\_\_

**APPROVED AS TO FORM FOR CITY:**

\_\_\_\_\_  
*City Attorney*

\* \* \*

**AN AGREEMENT****BETWEEN THE CITY OF CHAMPAIGN, THE CITY OF URBANA,  
AND THE UNIVERSITY OF ILLINOIS  
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**WITNESSETH:**

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Resources, the Illinois Environmental Protection Agency, and the United States Army Corps of Engineers;

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WHEREAS, the Cities and University are desirous to monitor and analyze the flows and stages after the Boneyard Creek Phase I-A, I-B, and I-C Improvements taken together have been completed;

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C. (1) After three (3) events that generates flows of 696 cfs or larger at Lincoln Avenue or after ten (10) years from the completion of Phase 1-C, whichever comes first, the USGS will prepare a final report. Within thirty (30) days after the receipt of a final report from the USGS, the engineers from the Cities and the University shall meet to discuss this report,

including the data and the findings of USGS. and such other information available to the parties. If at least two (2) of the three (3) engineers agree that action should be taken based on the findings of USGS, then within ninety (90) days, Champaign and the University will prepare an action plan to address those findings.

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(5) Within thirty (30) days after the receipt of an engineering report, the parties shall meet and discuss the recommendations of the report.

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### Section 3. Stormwater Discharge Policy.

The University agrees to continue to follow the University's Building Standard for New Construction and Remodeling, Section 02720--Storm Sewer Systems, specifically Section 2.0--Controlled Stormwater Discharge Policy (Exhibit B), for all development and redevelopment that occurs on land the University owns or controls within the Boneyard Creek Basin, as long as this standard meets the least restrictive detention and discharge requirements in force between the two Cities. The University reserves the right to amend said standard and will notify the Cities in advance of proposed revisions. The Cities agree to the Stormwater Discharge Policy as stated, per Section 9. Quantity of Flow in Creek, in the June 30, 1992, "Boneyard Creek Agreement" (Exhibit C).

#### Section 4. Responsibilities.

A. The University agrees to provide all routine maintenance and repairs on the Boneyard Creek between Wright Street and Gregory Street and shall at its sole expense perform such maintenance and repairs in an effort to keep the Boneyard Creek channel flowing in a manner as designed, per the Phase I-C improvements, and in accordance with Subsection C of this section.

B. As to the remainder of the Boneyard Creek, the Cities agree to maintain and repair in accordance with the agreement between the Cities relating to the Boneyard Creek dated June 30, 1992 (Exhibit C), and in accordance with Subsection C of this section.

C. The parties agree to, within twelve (12) months after the agreement becomes effective, jointly develop a routine maintenance standard for the creekway with respect to portions of the creek within their respective jurisdictions. The standards, once approved by the Public Works Directors in Champaign and Urbana and the Chief Facilities Officer for the University, shall be incorporated as part of this agreement as Exhibit D, as of the date of the last party to approve the standards. Each party shall perform maintenance in accordance with the standards.

#### Section 5. Outlet Fees.

The Parties to this Agreement recognize that the natural outlet for stormwater in the Boneyard Creek watershed is to the Saline Drainage District. Furthermore, the Cities acknowledge that under Exhibit C to this Agreement, they presently share legal responsibility for any "outlet fee" assessed on behalf of the Saline Drainage District for which the Urbana-Champaign Sanitary District would have been responsible under the 1949 Agreement between the Saline Drainage District and the Urbana-Champaign Sanitary District.

In addition to the responsibility for the maintenance of their respective segments of the Boneyard Creek, the parties desire to establish a means of addressing the possibility of assessments against one or all of the parties pursuant to a petition under Article XI of the Drainage Code; therefore, in the event the Saline Drainage District or its successor files a petition under Article XI of the Drainage Code or any successor to such statute, for the Court to determine what, if any, just proportion of the costs of work for enlargement, improvement, maintenance, repair or operation of the Saline Drainage District ditch which benefits lands outside of the Saline Drainage District should be imposed, and an assessment is levied against either or both of the Cities, irrespective of any liability or obligation on the part of the University to make payment of assessments for benefits levied pursuant to the said Article XI, the University hereby agrees to contractually assume said obligation and to make payment of its proportionate share of the cost of any work and improvement for drainage purposes. The Parties agree to the following proportionate share as their respective liability for benefits conferred; Champaign—47%, Urbana—35%, and the University—18%. The Parties agree to promptly pay the amount of benefits conferred according to the above percentages to the Clerk of the Court so the Court may apply such funds as payments of the amounts assessed as an outlet fee.

Section 6. Water Quality.

The University agrees to respond along with the Cities to the presence of non-stormwater discharges in the Creek immediately upon notification. Such response will be in accordance with the Standard Operating Guidelines for a Hazardous Material Response (Exhibit E), approved by the Public Works Directors and Fire Chiefs in both Cities and the Vice Chancellor for

Administration and Human Resources of the University, and shall become part of this Agreement.

Section 7. Urbana--Approvals.

Upon the signing of this Agreement by all parties, Urbana hereby:

- A. concurs with the University's Phase I-C Improvements, as presented in the joint Agency Permit Application dated April 30, 1998.
- B. supports the University proceeding with the construction of the Phase I-C Improvements and deems it meets Urbana's stormwater and floodplain regulation requirements.
- C. grants temporary construction easements for the term of the construction of Phase I-C, as legally described in Exhibit F.
- D. approves the plans dated July 28, 2000 to modify or reconstruct the city-owned bridges at Mathews Street, Goodwin Avenue, Gregory Street, and Lincoln Avenue.
- E. acknowledges the University's position that it is not subject to the ordinance which requires a "Creekway Permit" for the work herein contemplated, but in conformance with its own ordinance, nevertheless herewith issues such Creekway Permit.
- F. agrees that no other permits or approvals are required from the City to construct the Phase I-C Improvements as provided on plans dated July 28, 2000.
- G. acknowledges that, based on Urbana's best efforts to confirm, Urbana believes the University's proposed Phase I-C Improvements in concert with Champaign's Phase I-A and I-B improvements will not increase water surface elevations or increase flow downstream of Wright Street through Urbana.

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Except as expressly modified by this Agreement, the parties agree that the Agreement between Champaign and Urbana attached as Exhibit C remains in full force and effect.

Section 9. Miscellaneous Provisions.

If state legislation changes the powers or responsibilities of the parties relative to the Boneyard Creek, the parties shall renegotiate this Agreement in good faith.

Section 10. Action Contrary to Law.

Nothing contained herein shall require either of the Cities or the University to take any action which would be a violation of law or would cause a default on any obligation or debt instrument.

Section 11. Notices.

Notice hereunder shall be considered delivered when delivered personally or sent by certified mail, postage prepaid, to:

City of Champaign

*City Manager  
102 North Neil Street  
Champaign, Illinois 61820*

City of Urbana

*Mayor  
400 South Vine Street  
Urbana, Illinois 61801*

University of Illinois

*Vice-Chancellor for Administration and Human Resources  
Swanlund Administration Building  
601 East John Street  
Champaign, Illinois 61820*

Section 12. Further Approvals.

When a provision in this Agreement requires the agreement or approval of one or both Cities or the University, such agreement or approval shall be evidenced in writing and signed by the City Manager for the City of Champaign and the Mayor of the City of Urbana, and the Vice-Chancellor for Administration and Human Resources of the University.

Section 13. Binding Agreement.

This Agreement shall be binding and inure to the benefit of the parties hereto, their successors and assigns.

**CITY OF CHAMPAIGN, ILLINOIS**

By: Paul G. Berg  
*ant.* City Manager

ATTEST: Marilyn L. Banks  
City Clerk

Date: October 17, 2000

**APPROVED AS TO FORM FOR CITY:**

FC James  
City Attorney 200-201/96-00

**BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

By: Craig Pizzani  
Its: Comptroller

ATTEST: Nickie M. Thompson  
Its: Secretary

Date: 2/19/01

**APPROVED AS TO FORM FOR UNIVERSITY:**

Margaret Laureles 2/16/01  
Its Attorney

**REVIEWED BY:**

Charles C. Colbert (v.a.)  
Vice Chancellor for Administration and Human Resources

Greg W. Reynolds  
Chief Facilities Officer

John H. Dempsey  
Director of Operation & Maintenance



**CITY OF URBANA, ILLINOIS**

By: Tal Satterthwaite  
Mayor

ATTEST: Deborah J. Ribert  
City Clerk Deputy Clerk

Date: October 30, 2000

**APPROVED AS TO FORM FOR CITY:**

Joel Wasley  
City Attorney

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