

ORDINANCE NO. 2002-04-037

AN ORDINANCE APPROVING AMENDMENT TO THE URBANA AND CHAMPAIGN SANITARY DISTRICT
MASTER SEWER AGREEMENT WITH MUNICIPALITIES OF CHAMPAIGN, SAVOY AND URBANA

(Bondville)

WHEREAS, the Urbana-Champaign Sanitary District (UCSD) and the municipalities of Champaign, Savoy and Urbana did heretofore execute an intergovernmental agreement entitled "Agreement Regarding Sanitary Sewers"; and

WHEREAS, the UCSD's provision of certain sanitary sewer service within the areas to which said Agreement applies requires the municipalities' approval; and

WHEREAS, the Village of Bondville and the UCSD have proposed an arrangement for UCSD sanitary sewer service to and around the Village of Bondville village limits, and the provision of sanitary sewer service to this area requires the concurrence of the UCSD and the municipalities of Champaign, Savoy and Urbana, in the form of an Amendment to said sewer agreement; and

WHEREAS, all parties are in agreement on the terms of such amendment.

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

Section 1. The Agreement attached hereto as Exhibit A entitled "Amendment to Agreement Regarding Sanitary Sewers" by and between the Urbana-Champaign Sanitary District, the City of Champaign, the Village of Savoy and the City of Urbana is hereby approved by the City of Urbana, Illinois.

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 authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 3. Except as provided in said Amendment, the original Agreement, as otherwise amended, shall remain in full force and effect.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and

"nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

PASSED by the City Council this 15th day of April, 2002.

AYES: Hayes, Huth, Otto, Pate, ~~Wright~~ and Wyman

NAYS: None

ABSTAINED:



Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 26th day of April, 2002.

Tod Satterthwaite
Tod Satterthwaite, Mayor

**AMENDMENT TO
AGREEMENT REGARDING SANITARY SEWERS**

Section 1. The parties hereby agree that the Agreement concerning sanitary sewers is hereby amended by the addition of Section 10A which shall read as follows:

Section 10. Village of Bondville.

(a) The parties agree that, subject to the other restrictions of the Agreement and this Section, a sanitary sewer connection to be used exclusively for sewer connections within the Bondville Sub-Facilities Planning Area, 2002, a map of which is attached hereto, to the Village of Bondville sewer system, is an approved connection under this Agreement.

(b). The connection approved in (a) shall consist of a force main and pump station under the ownership and control of the Sanitary District with the collector sewers to be provided by the Village of Bondville. The force main and original pump station shall connect directly to the Southwest Treatment Plant. The connection may include other pump stations/force mains which are tributary to the main pump station servicing the area described in (a).

(c) Service to the Village of Bondville under this section shall be provided on terms substantially in accordance with the Agreement between the Village of Bondville and the Sanitary District attached hereto.

CITY OF CHAMPAIGN

By _____

Mayor

CITY OF URBANA

By _____

Mayor

ATTEST:

City Clerk

Date: _____

APPROVED AS TO FORM:

City Attorney Deputy

ATTEST:

City Clerk

Date: _____

APPROVED AS TO FORM:

City Attorney

VILLAGE OF SAVOY

By Robert C. McElroy

ATTEST:

Bille Jean Krueger

Date: 4-25-02

APPROVED AS TO FORM:

Paul C. Neal

URBANA-CHAMPAIGN SANITARY
DISTRICT

By Deanne M. Mues

ATTEST:

Joan Carey

Date: 4/30/02

APPROVED AS TO FORM:

Tom Lin

**AGREEMENT REGARDING SANITARY SEWER
SERVICE TO BONDVILLE**

This Agreement made and entered into by and between the Urbana and Champaign Sanitary District, a municipal corporation, hereinafter referred to as "District"; and the Village of Bondville, a municipal corporation, hereinafter referred to as "Bondville";

WHEREAS, Bondville desires to arrange for sanitary sewer service for the inhabitants of Bondville; and,

WHEREAS, the District is in a position to assist Bondville in that endeavor and is willing to assist, subject to the conditions contained in this Agreement; and,

WHEREAS, the District is a unit of local government and Bondville is a unit of local government; and,

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act provide not only the encouragement for Intergovernmental Cooperation, but also provide the authority for cooperation among and between all units of local government to contract and otherwise associate among themselves in any manner not prohibited by law; and,

WHEREAS, the parties hereto recognize that sewage transportation and treatment is a problem, which would be more effectively resolved by placing it under the jurisdiction of the District;

NOW THEREFORE, it is agreed by and between the parties as follows:

1. Revisions of District's Facility Planning Boundaries. The District will immediately apply to the IEPA for a revision of the District's Facility Planning Boundaries to include the Bondville Sub-Facilities Planning Area (sub-FPA). The Bondville sub-FPA shall be as illustrated on the attached figure and shall be described as:

Beginning at the northeast corner of Section 13, Township 19 North, Range 7 East of the 3rd PM., which is the true point of beginning; thence south along the east line of said Section 13 to the midpoint of the east line of said Section 13; thence west along the centerline of said Section 13 to the midpoint of the west line of said Section 13, which is also the midpoint of the east line of Section 14, Township 19 North, Range 7 East of the 3rd PM.; thence continuing west along the centerline of said Section 14, a distance 1,500 feet to a point on the centerline of said Section 14; thence north parallel to and 1,500 feet west of the east line of said Section 14 to a point on the north line of said Section 14 that is 1,500 feet west of the northeast corner of said Section 14, which is also the southeast corner of Section 11, Township 19 North, Range 7 East of the 3rd PM.; thence continuing north along a

line that is parallel to and 1,500 feet west of the east line of said Section 11, to a point on the east-west centerline of said Section 11 that is 1,500 feet west of the midpoint of the east line of said Section 11; thence east along the centerline of said Section 11 to the midpoint of the east line of said Section 11, which is also the midpoint of the west line of Section 12, Township 19 North, Range 7 East of the 3rd PM.; thence continuing east along the centerline of said Section 12 to the midpoint of the east line of said Section 12; thence south along the east line of said Section 12 to the southeast corner of said Section 12, which is also the northeast corner of Section 13, Township 19 North, Range 7 East of the 3rd PM. and the point of beginning.

2. Duties of Bondville. Upon completion of the provision contained in Section 1 above, Bondville will then proceed, at its expense, with the following action:
 - A. Bondville will execute an Annexation Agreement which will provide that the entire corporate limits of Bondville will be annexed to the District, once the District's corporate limits become contiguous to the Bondville corporate limits. The Annexation Agreement will be prepared by the District attorney and will contain the usual and customary provisions regarding the requirement of annexation once the corporate limits of Bondville becomes contiguous to the District corporate limits.

The Annexation Agreement will also require that Bondville, upon the admission of any new real estate to the Bondville corporate limits, will require said real estate to annex to the District if said real estate is within the Sub-FPA.
 - B. Bondville will proceed with the construction of all sanitary sewer facilities recommended in its Facilities Planning Report, dated October 1999 and prepared by Daily & Associates Engineers, Inc. This includes all sanitary sewer and service sewer lines, the pump station and the force main line. Bondville agrees that all sanitary sewer facilities shall be designed and constructed in accordance with District standards, policies, procedures and ordinances. Bondville agrees construction plans and specifications for sanitary sewer lines, the pump station and the force main line shall be reviewed and approved by the District prior to their construction.
 - C. Bondville shall be responsible for obtaining all construction and maintenance easements for all sanitary sewer facilities. This includes all sanitary sewer lines, the pump station and the force main. The location of the force main line shall be designated by Bondville; provided, however, that in all events,

the force main will be discharged at the Southwest Treatment Plant and will go from the pump station to a manhole to be located on the north side of the Copper Slough. All easements for the force main and pump station must be in a form approved by the District and will be assigned to the District by Bondville.

- D. It is agreed that Bondville will not be allowed to discharge wastewater to the District facilities until expansion of the District's Southwest Treatment Plant has been completed.

It is also acknowledged by Bondville that it cannot discharge wastewater to the District facilities until the IEPA has approved the revisions to the District's Facility Planning Boundaries so as to include Bondville.

The scheduled completion date for the Southwest Treatment Plant is December of 2005. However, the District cannot provide a firm completion date. If construction is completed ahead of schedule and the Illinois EPA grants all permits and provides its approval, then Bondville will be allowed to connect ahead of schedule.

- E. Bondville shall be required to adopt a Sewer Use Ordinance. The ordinance shall include by reference the latest version of the District's Sewer Use and Pretreatment Program Ordinance.

- 3. New Sewer Connections & Extension. Upon completion of provisions 1 & 2 above, Bondville and the District agree to the following concerning new sanitary sewer facilities constructed in the Bondville sub-FPA. Sanitary sewer facilities include sanitary sewer lines, service sewer lines, pump stations and force mains.

- A. Bondville agrees all sanitary sewer facilities shall be designed and constructed in accordance with the District standards, policies, procedures and ordinances. Bondville agrees all construction plans and specifications for sanitary sewer lines, pump stations and force mains shall be reviewed and approved by the District prior to their construction.
- B. Bondville agrees that all sanitary sewer service lines and connections shall be inspected by Bondville or agents of Bondville and the results of such inspection shall be reported in writing to the District on a form designated by the District.
- C. Bondville agrees the sewer service line and connection inspection shall not be completed or approved for use by

Bondville until evidence is provided that the District's connection permit has been obtained.

- D. The District agrees it will not approve any new sanitary sewer lines, pump stations or force mains within the sub FPA prior to or without Bondville's approval.
 - E. The District agrees it will not approve any connections to the force main referenced in provision 2.
 - F. It is understood that the pump station will be located within the rectangular area referred to in provision 1. If the pump station is connected to by any party other than Bondville, the District agrees that Bondville shall be entitled to some negotiated reasonable reimbursement for the expense of the pump station and force main.
 - G. There will be no connections within the rectangular area to sanitary sewers owned and operated by Bondville without the consent of Bondville.
4. Ownership of System. Bondville agrees to own and operate all sanitary sewer lines, manholes and appurtenances constructed in the Sub-FPA. The District agrees to be responsible for all routine maintenance for the Bondville sanitary sewer lines, manholes and appurtenances. Bondville agrees to be responsible for all structural repairs to the sanitary sewer system.

The pump station and force main referenced in provision 2 shall be transferred to the District and owned by the District. After the transfer, the District will be responsible for operation, maintenance and repair of the pump station and the force main.

5. Disconnection of Service. Bondville recognizes the authority of the District to have control over all connections to its treatment facilities and its right to revoke connection permits when a violation of its ordinances is committed. The District shall send written notification to Bondville when it has revoked a sanitary sewer connection permit. Upon receipt of such notice, Bondville will take such steps as are necessary to designate the affected property as unfit for occupancy.
6. District Fees. Bondville agrees to pay or cause to be paid to the District all applicable connection fees established by District ordinance.

Bondville agrees that its residents will be required to pay all applicable District user fees established by District ordinance.

The District has agreed that it will not charge its "interceptor costs recovery fee" based on the initial construction pursuant to this Agreement; provided however that the District reserves the right to charge the "interceptor costs recovery fee" in the event of future development within the rectangular area described above.

7. Governing Agreements. Bondville agrees that it and its residents will be subject to all policies, procedures, standards, ordinances, rules and regulations of the District.
8. Termination Rights. In the event Bondville elects not to proceed with the construction of the Sanitary Sewer Facilities described in provision 2, Bondville shall provide written notice to the District that it has elected not to proceed with said construction and in such event, either party shall have the right to terminate this Agreement. In the same manner, if an Annexation Agreement has been executed, such Annexation Agreement may also be terminated.

In the event that Bondville has not commenced construction of the Sanitary Sewer Facilities described in provision 2 within four years following the date of this Agreement, then either party will have the right to terminate any Annexation Agreement that may have been executed pursuant to this Agreement.

9. Agreement with Other Municipalities. Bondville acknowledges that based upon the area illustrated on the attached figure and described in Provision 1 and the agreement of Bondville that any sanitary sewer service will be limited to the Bondville Sub-FPA that forms the rectangle around Bondville, the municipalities of Champaign, Urbana and Savoy have agreed that the service by the District to Bondville will be considered a "new connection" under the Agreement Concerning Sanitary Sewers which was executed between and among the three municipalities and the District in 1992. This authorization to treat the connection as a "new connection" under the 1992 agreement is based upon the condition that the District and Bondville limit the service under this agreement to the Bondville Sub-FPA that forms the rectangle around Bondville as shown on the attached figure.

This Agreement and the terms and conditions contained herein have been approved by the District and Bondville on the dates designated below and by the authorized parties designated below.

Date: April 30, 2002

Urbana & Champaign Sanitary District

By: *[Signature]*
President Board of Trustees

Attest:

By: *Joe W. Carey*
Clerk Board of Trustees
Date: _____

Village of Bondville, Illinois

By: *Karl R. Kennick*
Mayor

Attest:

By: *[Signature]*
Village Clerk

BONDVILLE FACILITY PLANNING AREA 2002

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TOTAL P. 10

