

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
WITH THE URBANA & CHAMPAIGN SANITARY DISTRICT FOR DESIGN
ENGINEERING SERVICES FOR THE EAST URBANA INTERCEPTOR PROJECT**

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

Section 1. That an Intergovernmental Agreement for Design Engineering
Services for the East Urbana Interceptor Project Between the City of Urbana,
Illinois, and the Urbana-Champaign Sanitary District, Illinois, in
substantially the form of the 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 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 5th day of March,
2007.

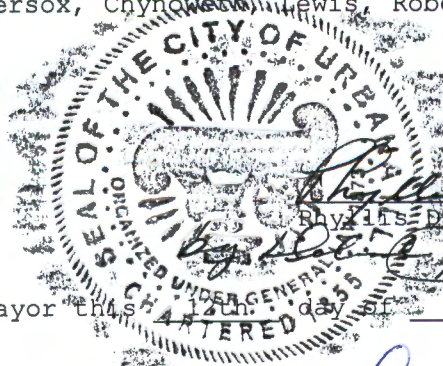
AYES: Barnes, Bowersox, Chynoweth, Lewis, Roberts, Smyth, Stevenson

NAYS:

ABSTAINS:

APPROVED by the Mayor this 5th day of March,

2007.



Richard M. Clark
Richard M. Clark, City Clerk

Deputy Clerk
March

Laurel Lunt Prussing
Laurel Lunt Prussing, Mayor

2007-02-02

**AN INTERGOVERNMENTAL AGREEMENT FOR
EAST URBANA INTERCEPTOR SEWER DESIGN**

THIS AGREEMENT entered into this 26 day of March, 2007, by and between THE CITY OF URBANA, ILLINOIS ("the City"), and the URBANA AND CHAMPAIGN SANITARY DISTRICT ("the District").

WHEREAS, the District has identified the need for an interceptor sewer to serve the area located east of High Cross Road, south of I-74, and north of Curtis Road east of Race Street, to be known as the East Urbana Interceptor Sewer; and

WHEREAS, the City recognizes that development of the East Urbana Interceptor Sewer is essential to the planned and orderly expansion of its growth area; and

WHEREAS, in order to provide for this development, the City is willing to share in the cost of extending the sanitary sewer system within the District to the newly developing area; and

WHEREAS, the District anticipates utilizing an Illinois Environmental Protection Agency State Revolving Fund (SRF) loan for financing the cost of the project; and

WHEREAS, the parties desire to agree to share the costs of engineering design services, and easement acquisition costs with respect to the East Urbana Interceptor Sewer.

WHEREAS, Section 10 of Article VII of the 1970 Illinois Constitution and "The Intergovernmental Cooperation Act", 5 ILCS 220/, et. seq.) provide for intergovernmental cooperation.

NOW, THEREFORE, the City and the District agree as follows:

Section 1. Scope of Services. The District shall cause the work described in Exhibit "A" attached hereto and incorporated herein to be completed for the East Urbana Interceptor Project. Exhibit "B" attached hereto includes a brief overview of the East Urbana Interceptor Project.

Section 2. Cost Sharing. The City and the District agree to share all costs performing the items detailed in Sections one of Exhibit A at the rate of fifty per cent (50.0%) paid by the

City and fifty per cent (50.0%) paid by the District, excluding termination of this Agreement per Section 4.

For engineering design services, the City's share of the engineering design services shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000). The District's share of the engineering design services shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000). For easement acquisition costs, the actual costs incurred in acquiring the pump station and forcemain easements shall be distributed among the participants at the same percentages listed in the first paragraph of this section. The City shall pay easement acquisition costs for the 21" and 30" sewer stubs from the pump station. The District shall pay easement acquisition costs for the 36" gravity line into the west of the pump station. The City's share of the easement acquisition costs shall not exceed Seventy Thousand Dollars (\$70,000). The District's share of the easement acquisition costs shall not exceed Ninety Thousand Dollars (\$90,000).

If additional funds are required, the City will be contacted by the District with a proposed amendment to this agreement stating the required additional funds and the City will have an opportunity to continue pursuant to the Agreement, as amended.

Section 3. Payment. Payment for engineering design services rendered under this Agreement, shall be due to the District after receipt by the City of an itemized statement of the services performed by the engineering firm of Sodemann & Associates, Inc. Such statement shall describe the services rendered and shall reference the date of such services, the person performing the service, the fee for each time service is rendered, and each type of service rendered under this Agreement.

Payment for easement acquisition costs incurred under this Agreement shall be due to the District after receipt by the City of an itemized statement of payments made by the District in the course of obtaining signed easement documents from property owners.

Payment shall be due at the District within forty-five (45) days following receipt of a statement of itemization for services timely and satisfactorily performed. The District waives, to the extent allowed by law, the provisions of the Local Government Prompt Payment Act.

Section 4. Termination and Suspension.

(a) This Agreement will continue in full force and effect until completion of the engineering design services, and easement acquisition efforts, as described in Exhibit "A", unless it is terminated at an earlier date by either party as outlined below;

(b) Any signatory to this Agreement may terminate this Agreement by giving no less than fourteen (14) days' written notice of the intent to terminate this Agreement. Notice shall be considered given when deposited in the United States mail, postage prepaid, and addressed as provided in Section 6 below.

In the event of termination of this Agreement by either party prior to completion and final payment by either party, the forfeiting party will pay the other party for all services which were performed to the satisfaction of all parties and also the other party's share of the engineering design and easement acquisition costs, which were actually and satisfactorily rendered up to receipt of the notice of termination;

(c) In the event any of the provisions of this Agreement are violated by any signatory, the aggrieved party may serve written notice upon the other the intention to terminate such Agreement, such notice to contain the reasons for the termination. Unless within five (5) calendar days after the serving of such notice, the violation shall cease, and satisfactory arrangements for correction be made, the contract shall expire five (5) calendar days after such service. In addition to any other remedies available at law, the defaulting Party shall be liable to the other Party for any damages sustained by them based on the default. The terminating Party shall pay the other party for all services performed up to the point of termination.

(d) In the event of termination of this Agreement by either party, such party forfeits any right to reimbursement of the engineering design and easement acquisition costs from the SRF loan funds defined under Section 5 of this Agreement.

Section 5. Cost Recoupment. The parties agree that if and when the East Urbana Interceptor Sewer project receives a State Revolving Fund loan from the Illinois Environmental Protection Agency, the City's share of the costs it has incurred in engineering design services will be recouped by the District through loan payments and reimbursed to the City within a reasonable time after receipt of the loan proceeds. All parties acknowledge that if a loan is not

received from the Illinois Environmental Protection Agency, or is received after such a delay of time that redesign of the project is necessary, then the parties will be reimbursed in whole or in part for the costs of engineering design, only to the extent loan proceeds are available. All parties acknowledge that payments made to property owners for easement acquisition will not be loan eligible and will not be reimbursed upon receipt of the loan. The City and the District agree that they will work together, after engineering design and easement acquisition, for the purpose of bringing this project to completion, provided that an IEPA loan is received by the District for construction and other costs. The parties recognize that further intergovernmental agreements memorializing the provisions of loan participation, cost sharing and recoupment are contemplated by the parties. It is agreed that if the Project is constructed, all of the actual costs of the parties attributable to the Project, including administrative costs, interest, engineering costs and easement acquisition, will, at the discretion of the parties, be collected by the District through connection fees. The future agreements will detail the amounts and details of such collection, when construction of the Project is planned and upon receipt of a loan from IEPA.

Section 6. Notice. Notice given hereunder shall be given to:

The District at:
Executive Director
1100 East University Avenue
P. O. Box 669
Urbana, IL 61803

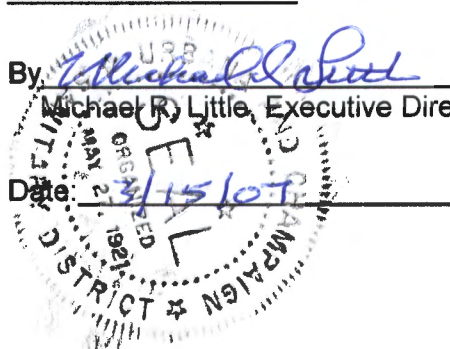
The City at:
Director of Public Works
City of Urbana
706 South Glover Avenue
Urbana, IL 61802

IN WITNESS WHEREOF, the City and the District have executed this Agreement.

**URBANA AND CHAMPAIGN
SANITARY DISTRICT**

By: Michael R. Little
Michael R. Little, Executive Director

Date: 3/15/07



CITY OF URBANA, ILLINOIS

By: Laurel Lunt Prussing
Laurel Lunt Prussing - Mayor

Date: 3/26/07

By: Phyllis D. Clark
Phyllis D. Clark - City Clerk

DATE: 3/26/07

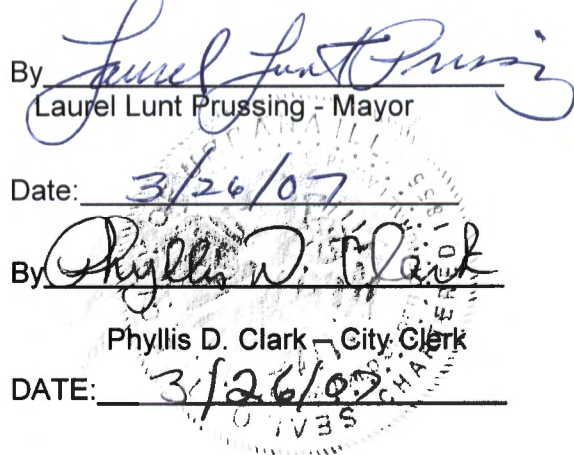


EXHIBIT "B"

TO

AN INTERGOVERNMENTAL AGREEMENT FOR EAST URBANA INTERCEPTOR SEWER DESIGN

Section 1. Overview of the East Urbana Interceptor Sewer Project

Please see the "UCSD Facility Planning Report of the East Urbana Interceptor" for a detailed description of the project.

The main project items include:

Construction of a new pump station approximately one mile east of the existing UCSD Myra Pump Station located on High Cross Road.

Pump Station Characteristics:

- Start up flow, 2 MGD, 20 year design flow 12 MGD, ultimate flow 17 MGD
- Wet well would be cast in place concrete and would contain 5 submersible pumps, (2-90 Hp, 3 -110 Hp)
- Valve vault to include check and isolation valves for each pump plus a discharge piping header
- 2 mechanically cleaned bar screens, discharging into screening washer/compactors that would both discharge into one common roll off container.
- Building to house bar screens and peripheral equipment
- Process Control System for pumps and force main selection

Force Mains:

Two force mains would discharge from the new pump station: one 30" that would run from the new East Urbana Pump Station to the UCSD North East Treatment Plant: one 16" that would connect to the existing forcemain from the existing Myra Pump Station (existing Myra Pump Station to be abandoned in place)

- The 16" forcemain would be in service during low flows
- The 30" forcemain would be in service during high flows.

Gravity Sewers:

- One 36" sewer would be routed from the existing Myra Pump Station to the new East Urbana Pump Station, thereby allowing abandonment of the existing Myra Pump Station in place.
- Two 21" gravity sewer would be run from the new East Urbana Pump Station, north and east, approximately 800 feet total, for future use.

- One 30" sewer would be run from the new East Urbana Pump Station south approximately 400 feet for future use.



* 2 0 0 7 R 0 6 9 0 6 1 2 *

2007R06906

RECORDED ON

03/23/2007 02:01:39PM

CHAMPAIGN COUNTY

RECORDER

BARBARA A. FRASCA

REC FEE: 33.00

RHSPS Fee:

REV FEE:

PAGES 12

PLAT ACT: 0

PLAT PAGE:

City of Urbana – Champaign County

**STORM WATER DETENTION BASIN
EASEMENT AND OPERATION-MAINTENANCE AGREEMENT**

FOR LANDIS FARMS SUBDIVISION

EASEMENT AND OPERATION-MAINTENANCE AGREEMENT

This **EASEMENT AND OPERATION-MAINTENANCE AGREEMENT** (this "Agreement") is made this 23 day of MARCH ⁷ 2006, by and between LANDIS FARM
HOMEOWNERS ("ASSOCIATION"), Grantor, and **CITY OF URBANA,**
ILLINOIS ("CITY"), Grantee; and

RECITALS

WHEREAS, the ASSOCIATION is the umbrella homeowners' association incorporated in the State of Illinois; and

WHEREAS, the ASSOCIATION is responsible for the maintenance, management, operation, and control of the Common Areas in the residential subdivision known as LANDIS FARM
SUBDIVISION, located in the City of Urbana, Illinois; and

WHEREAS, the ASSOCIATION is responsible for the maintenance and upkeep of the
~~(Insert Subdivision Name)~~ LANDIS FARM SUBDIVISION; and

WHEREAS, there is ^{ARE} ~~(#)~~ 2 privately-owned storm water detention basin(s) in
LANDIS FARM SUBDIVISION, located within a certain piece or parcel
of land identified as "LOT 21 AND LOT 22" on a
certain plat entitled "LANDIS FARM SUBDIVISION No. 1 + No. 2,"
dated 2/20/06, by LANDIS FARM SUBDIVISION,
which plat was recorded in the *Champaign County Recorder's Office* as Document # 2000R29095
2004R 23524
The ~~(#)~~ 2 storm water detention basin(s) provides the storm water management and
treatment for the LANDIS FARM SUBDIVISION subdivision; and

WHEREAS, the ASSOCIATION and the CITY have agreed, that the ASSOCIATION will
be responsible for certain routine maintenance and repairs of the basin(s) all as hereinafter
set forth; and

WHEREAS, the purpose of the maintenance is to ensure that the basin(s) retains and releases storm water in accordance with the approved basin(s) design as presented in Residential Subdivision's STORM WATER MANAGEMENT PLAN.

NOW, THEREFORE, the mutual covenants contained herein, and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Association's Duties.

The ASSOCIATION:

- A.)** Agrees to perform all "Routine Work" and "Non-Routine Work" (as hereinafter defined in "Paragraph 3" below) to the basin(s); and
- B.)** Agrees to levy regular or special assessments, if necessary, to the fullest extent permitted under the "Declaration of Covenants" and/or Illinois law, against all present or subsequent owners of property, subject to the "Declaration of Covenants" and served by the *Detention Basin(s)* to ensure that the ASSOCIATION has adequate funds available to perform its obligations in accordance with this Agreement; and
- C.)** Hereby grants and conveys to the CITY the non-exclusive right of ingress and egress over and across the common element owned by the ASSOCIATION for the purpose of providing perpetual access from the public rights-of-way to the basin(s) for the CITY, its employees, its agent, and its contractor.
- D.)** No assignment of this agreement or transfer of any of the association's responsibilities as set forth in this agreement, shall be effective unless first approved in writing by the City Engineer.

3. Definitions.

A.) "Routine Work." As used herein, the term "Routine Work" means the performance of the following duties where applicable as determined by the CITY ENGINEER:

(i) Annual inspection of storm water detention basins. See attached inspection checklist for items to evaluate.

(ii) Mowing and seeding of the storm water detention basins and embankments.

(ii) Removal of downed trees from the storm water detention basins themselves, insofar as they inhibit the function of the storm water detention basins.

(iii) Removal of tree growth from the storm water detention embankment.

(iv) Maintaining storm water outlets and release structures free of trash and debris.

(v) Debris removal from channels and dry and wet basins.

(vi) Mosquito control such as spraying, fish stocking, and vegetation control.

(vii) Fence repairs.

(viii) Management of vegetation, such that said vegetation does not interfere with the function of the storm water detention basins.

(ix) Routine maintenance of basins embankments to prevent surface erosion of the basins.

(x) Reasonable action to control animals (such as beavers and muskrats) that may live in or around the storm water detention basins, insofar as they pose a hazard to the function of the basin.

B.) "Non-Routine Work." As used herein, the term "Non-Routine Work" means performance of the following duties where applicable as determined by the CITY ENGINEER:

(i) Dredging and cleaning of the storm water detention basins to maintain an appropriate depth for storm water management purposes.

(ii) Periodic checks of the storm water detention basins depths, as appropriate.

- (iii) Making all necessary structural repairs to the basin embankments and drainage structures, other than mowing and seeding.
- (iv) Replacing pipe spillways when damaged, to the extent that their function is impaired.
- (v) Providing emergency repairs to the storm water detention basins, spillways, pipes, and embankments, to include basin embankment failures.

4. **Compliance with Laws.** The work performed by any party shall be completed in a good and workmanlike manner and shall comply with all Federal, State, and local laws, regulations, and ordinances.

5. **Reservation.**

The ASSOCIATION reserves:

- A.) The right to landscape and grade the easement areas and to install fencing on easement areas other than easements for ingress/egress or access;
- B.) The right to install—or to grant others the right to install—other utilities in, on, or about the easement areas; and
- C.) The right to otherwise use the easement areas for such other purposes as the ASSOCIATION may desire, provided that such use is not inconsistent with, and does not interfere with, the easements granted by this instrument, and further provided that the function of the dam is not impaired by such use.

6. **Duration.** The easement hereby granted and the other covenants, agreements, and licenses contained herein shall be covenants and agreements running with the land and shall inure to the benefit of, and is binding upon, the parties hereto and all persons claiming under them, in perpetuity unless termination or amended in accordance with "Paragraph 13" below.

7. **Remedies.** In addition to all rights and remedies otherwise available at law or in equity, in the event of any default under or violation or threatened violation of the Agreement by any part hereto, the CITY shall then, after notice to the ASSOCIATION setting forth the specific failures to comply with this Agreement, if those failures are not corrected within thirty (30) days after the delivery of the notice, have the right to correct the failures, and the ASSOCIATION shall pay the costs thereof.

The ASSOCIATION Hereby grants and conveys to the CITY the non-exclusive right of ingress and egress over and across the common element owned by the ASSOCIATION pursuant to Section 7 of this agreement to affect remedies on the basin including inspecting, operating, installing, constructing, reconstructing, maintaining, or repairing the basin.

The ASSOCIATION Hereby irrevocably agrees and consents to the creation of a Special Service Area for the properties in the ASSOCIATION if the ASSOCIATION dissolves, for the express purpose of levying a tax on properties that were in the ASSOCIATION at a rate to affect remedies on the basin including inspecting, operating, installing, constructing, reconstructing, maintaining, or repairing the basin. It is understood that all future owners of properties in the ASSOCIATION are bound not to object to the Special Service Area.

8. **Separability.** The invalidation of any of the grants or covenants contained herein, by order of court, legislative mandate or otherwise, shall not affect any of the other provisions hereof and such other provisions shall remain in full force and effect.
9. **Notice.** Any notice required or intended to be given to any party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if hand delivered or if deposited in the United States mail, marked certified or registered, return receipt requested, postage prepaid, or if sent by commercial courier service (e.g., Federal Express or UPS), addressed to the party to whom notice is to be

given at the party's address set forth above, or at such other address as the party may hereafter designate by notice.

10. **Non-waiver.** The forbearance or waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any continuing breach or subsequent breach of this Agreement.
11. **Miscellaneous.** Whenever used herein, the singular shall include the plural; the plural, the singular, and the use of any gender shall include all other genders. The use of paragraph headings or captions is for ease of reference only, and such headings or captions shall have no substantive meaning in the interpretation of this Agreement.
12. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois.
13. **Amendment/Termination.** This Agreement may not be amended or terminated except by an instrument in writing duly executed by all parties and recorded in the City Recorder's Office.
14. **Liability.** Neither the City nor any of its officers, agents, or employees shall be liable to ASSOCIATION, its contractor, subcontractors, officers, agents, or employees, for any error or omission, or any obligation whatsoever, arising out of or in connection with any work to be performed under this agreement. The CITY and its officers, agents, and employees shall not be liable to the ASSOCIATION or to any person, firm, or corporation whatsoever for any injury or damage that may result to any person or property or any obligation whatsoever from any cause arising in, on, or about the detention basin of the ASSOCIATION or from performance or failure to perform any provision of this agreement by ASSOCIATION.
15. **Hold Harmless.** ASSOCIATION hereby agrees to and shall indemnify and hold CITY and its officers, agents, and employees harmless from any and all liabilities,

obligations, damages, costs, injuries, or claims, thereof, including, but not limited to, claims for damage or personal injury, including death, and claims for property damage, arising in any manner from the performance or failure to perform the provisions of this agreement. ASSOCIATION agrees to, and shall, defend, indemnify, and hold harmless the CITY, its officers, agents, and employees from any suits or actions at law or in equity for damages, liabilities, or obligations caused by or arising from, or alleged to be caused by or arising from, the performance of this agreement.

16. Insurance Requirements

A. Insurance Required of the ASSOCIATION

ASSOCIATION shall purchase and maintain such insurance as will protect the ASSOCIATION and the CITY from claims arising from the detention basin consisting of:

1. A Comprehensive General Liability policy to cover bodily injury and for damage to tangible property, including loss of use thereof, including the following exposures.
 - (a) All premises and operations
 - (b) Explosion, collapse and underground damage
 - (c) Liability for the obligation assumed in the Agreement including the Indemnification or Hold Harmless section found in this Agreement.

B. Limits of Liability

The required limits of liability of insurance coverage required under "Insurance Required of the ASSOCIATION" above shall be not less than the following:

1. Comprehensive General Liability

Bodily Injury - Each Occurrence	\$1,000,000.00
Bodily Injury - Aggregate (Completed Operations)	\$1,000,000.00
Property Damage - Each Occurrence	\$ 500,000.00
Property Damage - Aggregate or	\$ 500,000.00
Combined Single Limit	\$1,000,000.00

2. OWNER's Protective

Bodily Injury - Each Occurrence	\$1,000,000.00
Property Damage - Each Occurrence	\$ 500,000.00
Property Damage - Aggregate or	\$1,000,000.00
Combined Single Limit	\$1,000,000.00

C. Insurance - Other Requirements

1. NOTICE OF CANCELLATION OR INTENT NOT TO RENEW

Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the CITY of cancellation or of intent not to renew.

2. Evidence of coverage

The ASSOCIATION shall furnish to the CITY, Certificates of Insurance in force. The CITY reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies," and so designated. The acceptance and filing by CITY of a Certificate or Certificates of Insurance disclosing coverage which does not meet the requirements of this agreement shall not constitute a waiver of those requirements by the CITY nor operate to release the ASSOCIATION from his/her obligation to provide the required insurance coverage.

3. Qualification of Insurers

All insurance carried by the ASSOCIATION to meet these requirements shall be provided by insurance companies legally authorized to provide the

respective coverages in the State of Illinois, and which are registered with the Illinois Department of Insurance for providing said coverages.

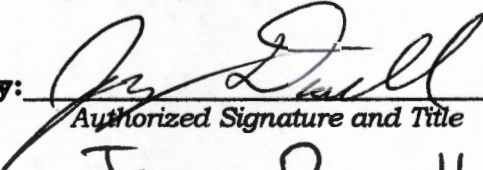
4. Subrogation Clause

The following subrogation clause shall appear in all policies of insurance, "Subrogation Clause - it is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any part for loss occurring to the property described herein."

WITNESS the following duly authorized signatures and seals:

[ASSOCIATION]

A corporation or non-profit organization, development, partnership, or individual:

By: 
Authorized Signature and Title
Jeremy Darnell
Print Name and Title

[SEAL]

ENTITY: Landi Farm Home Owners Association
2701 Landi Farm Rd Urbana, IL 61802
Address/State/Zip Code
(217) 202-8797
Business Phone/Fax/E-Mail

APPROVED AS TO FORM:

THE CITY OF URBANA, a Municipality of
the State of Illinois

By: Jack Wasker

City Attorney

By: William R. Gray

William R. Gray – City Engineer

CITY OF URBANA, ILLINOIS
COUNTY OF CHAMPAIGN:

The foregoing instrument was acknowledged before me in City of Urbana,
Champaign County, Illinois, this 23rd day of March 2006,
by Jeremy Darnell of Landis Farm Home Owners Association, a corporation,
(Name and Title)

non-profit organization, developer, partnership, individual, on its behalf.

Diane Williams

Notary Public

My commission expires: 9/26/08

This instrument prepared by:

City of Urbana Engineering Division
Public Works Department
706 S. Glover Avenue
Urbana, IL 61802-4427
Phone: (217) 384-2385; Fax: (217) 384-2400



Detention Basin Inspection Checklist

Basin Name/Location

Basin Owner

Basin Maintainer (usually owner)

Basin Type (wet or dry)

Inspection Date

Annual Inspection Items

- A. Debris
- B. Weeds
- C. Bare spots in groundcover
- D. Algae growth
- E. Odor
- F. Sediment
- G. Erosion at normal pool elevation & severity
- H. Erosion of bank slopes & severity
- I. Holes in the ground
- J. Unusual wet areas
- K. Inflow & outflow systems (protective grates, blockages, and structural integrity)
- L. Emergency overflow system
- M. Detention function (normal, impaired)
- N. Other items and comments
- O. Corrective measures