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RESOLUTION NO. 7778-R29

A RESOLUTION APPROVING AN AGREEMENT FOR
THE PURPOSE OF CONDUCTING SEWER SYSTEM REHABILITATION

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

1. That the Agreement Between the Urbana & Champaign
Sanitary District, the City of Champaign, the City of Urbana and
the Board of Trustees of the University of Illinois for Conducting
Sewer System Rehabilitation, a copy of which is attached hereto and
hereby incorporated by reference, be and the same is hereby approved.

2. That the Mayor of the City of Urbana, Illinois, be
and the same is hereby authorized to execute said Agreement for
and on behalf of the City of Urbana.

PASSED by the City Council this 5th day of December,
1977.

Duane Eckerty, City Clerk
Beverly Ambarger, Deputy Clerk

APPROVED by the Mayor this 14th day of December,
1977.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

AGREEMENT BETWEEN THE URBANA & CHAMPAIGN SANITARY DISTRICT, THE CITY OF CHAMPAIGN, THE CITY OF URBANA AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS FOR CONDUCTING SEWER SYSTEM REHABILITATION

WHEREAS, the Urbana & Champaign Sanitary District (referred to hereafter as The District) received a grant from the U. S. Environmental Protection Agency (referred to hereafter as USEPA) for Facilities Planning (Step I) Advanced Waste Treatment Improvements, in conformance with their National Pollutant Discharge Elimination Permits, and

WHEREAS, as a part of the Step I project scope a Sewer System Analysis and a Sewer System Evaluation have been performed by The District for its sewers and those under the jurisdiction of the City of Champaign (referred to hereafter as Champaign), the City of Urbana (referred to hereafter as Urbana), and the Board of Trustees of the University of Illinois (referred hereafter as The University), and

WHEREAS, the Sewer System Evaluation documented sources of excessive inflow and indicated that it is cost-effective to rehabilitate said sources on public and private properties, and

WHEREAS, it is in the mutual interest of Champaign, Urbana, The University, and The District to rehabilitate the known sources of inflow for the integrity of their respective sewer collection systems, and

WHEREAS, Champaign, Urbana, The University and The District have the legal power required to enter into and to fulfill the respective obligations under the following agreement:

NOW, THEREFORE, IT IS AGREED BY THE PARTIES HERETO AS FOLLOWS:

(1) That the parties entering into this agreement authorize The District to act as lead agency for the purpose of providing the design and construction of the sewer system rehabilitation program in public lands and easements for the collection sewer systems under their respective jurisdictions.

(2) That Champaign, Urbana and The District adopt and enforce ordinances providing elimination of sources of inflow documented in the Sewer System Evaluation as cost-effective, namely; roof leaders, yard and area drains, and window well and stairway drains, as well as all sources of storm runoff entering any sanitary sewer not documented but discovered now or in the future, on private property.

(3) That The University adopt and enforce necessary ways and means providing for elimination of all inflow documented in the Sewer System Evaluation as cost effective, namely; roof leaders, yard and area drains, and window well and stairway drains, as well as all sources of storm runoff entering any sanitary sewer not documented but discovered now or in the future, on its property.

(4) That Champaign, Urbana and The University, by June, 1979 and thereafter annually, report to The District regarding the location of all sources of documented or discovered inflow on private property, the nature and disposition of all actions taken, and a notice of completed separation of said sources.

(5) That The District, as lead agency, apply for a grant from the USEPA, for preparation of construction plans and specifications (Step II) and enter into an agreement with their engineers for the required technical services for rehabilitation work in public lands and easements. Said technical service not to commence until a satisfactory grant offer has been received and accepted by The District.

(6) That The District pay the engineer for his services throughout the design of the project with the understanding that Champaign, Urbana, and The University each reimburse The District for their share of the cost as set forth in Paragraph 7 herein, by June 30, 1978.

(7) That the share of the design cost for each party hereto be based on the engineer's final invoices, less grant funds received by The District for this purpose, times the percent share of the design effort. Said percent share shall be based on the direct labor costs charged to design of cross connection elimination, manhole cover replacement, overflow elimination, and pump station improvements. The share of design cost for each party hereto shall not exceed the estimated share without the consent of the unit of government. For the purpose of fiscal planning, the estimated shares are as follows:

<u>Unit of Government</u>	<u>Percent Share</u>	<u>Estimated Design Cost</u>	<u>Estimated Share</u>
Urbana	47.00	\$ 47,027	\$ 12,000
Champaign	32.80	30,731	8,500
The University	0.88	825	500
The District	19.32	18,097	5,000

(8) That upon completion of the design The District, as lead agency, submit the plans and specifications to the Illinois Environmental Protection Agency (referred to hereafter as IEPA) for a permit to construct, apply for a grant from the USEPA for construction assistance (Step III), and enter into a contract with their engineer for construction supervision of the Sewer System Rehabilitation in public lands and easements.

(9) That upon receipt of a satisfactory grant offer and acceptance of same, The District shall advertise for sealed construction proposals. Said proposals shall provide for unit prices to establish the cost of work performed within each party's jurisdiction.

(10) That The District pay the contractor and engineer for services performed throughout the course of construction of the rehabilitation program, with the understanding that Champaign, Urbana and The University each reimburse The District at the completion of the project as set forth in Paragraph 11 herein.

(11) That each party hereto agree to budget or appropriate, their share of construction, determined on the basis of the final invoiced project costs, less grant funds received by The District, for payment in their respective 1979-80 Fiscal Year. The share of construction for each party hereto shall not exceed the estimated share without the consent of the unit of government. For the purpose of fiscal planning, the estimated commitments are as follows:

Unit of Government	Estimated Project Cost	Estimated Share
Urbana	\$ 142,900	\$ 41,100
Champaign	111,300	32,000
The University	4,800	2,900
The District	304,300	87,500

(12) That The District, its contractors and its engineers indemnify and hold harmless the other parties to this agreement against all loss, damage, or expense, which the other parties may sustain, or become liable for, on account of injury to or death of persons or account of damage to or destruction of property resulting from the performance of work under the contract by The District, its contractors, or its engineers, excepting any such damages resulting from the negligent act or acts of the employees or agents of the said other parties determined to be the proximate cause of any such injury or destruction.

(13) That all commitments by The University under the terms of this agreement be subject to the constitutional and statutory limitations and restrictions binding upon The University and to the availability of funds which may lawfully be applied to same.

(14) That this agreement shall enter to the benefit of and be binding upon all successors of each of the parties hereto.

URBANA & CHAMPAIGN SANITARY DISTRICT
OF CHAMPAIGN COUNTY, ILLINOIS, a
Municipal Corporation,

by _____
President

ATTEST:

Clerk

DATE: _____

CITY OF CHAMPAIGN

by _____
City Manager

ATTEST:

Clerk

DATE: _____

CITY OF URBANA

by Jeffrey T. Mankland
Mayor

ATTEST:

Clerk

DATE: _____

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS

Comptroller

Secretary

APPROVED:

L. G. Hernecheck

Legal Counsel

DATE: _____