

Passed: February 17, 2014  
Signed: February 24, 2014

**RESOLUTION NO. 2014-02-006R**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS FOR STORMWATER UTILITY SERVICES**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

A Stormwater Utility Services Agreement between the City of Urbana, Illinois, and the Board of Trustees of the University of 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.

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 17<sup>th</sup> day of February, 2014.

AYES: Ammons, Brown, Marlin, Roberts, Smyth

NAYS:

ABSTAINS:

  
Phyllis D. Clark, City Clerk

**APPROVED BY THE MAYOR** this 24<sup>th</sup> day of February, 2014.

  
Laurel Lunt Prussing, Mayor

STORMWATER UTILITY SERVICES AGREEMENT

THIS Stormwater Utility Services Agreement, ("Agreement") is made and entered into this February 17, 2014 by and between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic under the laws of the state of Illinois ("University"), and the CITY OF URBANA, ILLINOIS, ("City"), a Municipal Corporation having its principal office in Champaign County, Illinois.

WITNESSETH:

WHEREAS, the University owns Parcels from which stormwater runoff flows into Stormwater Facilities or Conveyances that are owned and operated by the City; and

WHEREAS, the University independently manages stormwater runoff for some University Parcels; and

WHEREAS, the University owns parcels that discharge stormwater runoff initially into University owned Stormwater Facilities or Conveyances that eventually rejoin and discharge the stormwater runoff into City-owned Stormwater Facilities or Conveyances at a point downstream of the initial Parcel Discharge Point; and

WHEREAS, the operation and maintenance of these Stormwater Facilities or Conveyance systems are mutually beneficial on a community-wide basis to the City and the University; and

WHEREAS, the City has passed an ordinance by which it will charge a stormwater fee to owners of real property within the City corporate limits; and

WHEREAS, the City has determined that the average single family property or equivalent residential unit in the City has three thousand one hundred (3,100) square feet of impervious area; and

WHEREAS, the University acknowledges that it is fair to compensate the City for the use of its Stormwater Facilities or Conveyance systems; and

WHEREAS the University and City continue to collaborate to address common stormwater infrastructure needs; and

WHEREAS, Section 10 of Article VII of the 1970 Illinois Constitution and "The Intergovernmental Cooperation Act" (5 ILCS 220/1 et seq.) provides for intergovernmental cooperation.

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

1. The following terms as used in this agreement shall have the meaning set forth below:
  - a. **Assessed Parcels** - any University-owned parcel from which stormwater flows into stormwater facilities or conveyance systems owned and maintained by the City.
  - b. **Credit and Incentive Manual** - the official document adopted, and as amended from time-to-time, by the City that outlines how credits and incentives are applied to the City's stormwater utility program. The said manual was initially adopted on October 1, 2012.

c. **Impervious Area** - areas that prevent or impede the infiltration of stormwater into the soil. Common impervious areas include, but are not limited to, rooftops, sidewalks, walkways, patio areas, driveways, parking lots, storage areas, and awnings.

d. **Parcel** - means any designated lot, tract, or area of land, as established by a plat or other legal means or description, intended to be used, developed or built upon as a unit.

e. **Parcel Discharge Point** - the point or points at which stormwater runoff flows off of a Parcel.

f. **Stormwater Facilities or Conveyances** - any drainage system that collects, transports, holds, treats or manages stormwater. Examples of such facilities or conveyances include, but are not limited to, pipes, culverts, manholes, inlets, catch basins, detention/retention ponds, creeks, streams, channels, ditches, swales, pump stations or any other stormwater management system.

g. **Stormwater Management Practice** - on-site stormwater controls that reduce stormwater runoff rate or volume or which improves stormwater quality before leaving the site.

h. **Stormwater Utility Services** - City-provided Stormwater Facilities or Conveyances that are used by the University for the purpose of collecting and transporting stormwater runoff away from University property.

2. For Assessed Parcels, the University will pay an annual charge for Stormwater Utility Services, on a per Parcel basis, based on an equivalent residential unit which is currently at the rate of \$4.94 per month per three thousand one hundred (3,100) square feet of impervious area.
3. The University shall make no payment for any University-owned Parcel that discharges runoff solely into Stormwater Facilities or Conveyances owned and/or operated by the University, where the runoff does not thereafter enter City-owned Stormwater Facilities or Conveyances.
4. The University shall hire an engineering firm to research, prepare and deliver a report ("Study") to identify which University-owned Parcels discharge to City-owned Stormwater Facilities and Conveyance systems, either initially or at a point downstream of the Parcel Discharge Point. The University shall bear the expense of the Study and shall share the research and its results with the City. The Study shall aid in establishing the initial baseline level of stormwater services utilized by the University.
5. The University shall submit a report each year ("Stormwater Report") to the City. Each Stormwater Report shall include a list of Assessed Parcels, which specifies the Impervious Area for each Assessed Parcel, as measured in square feet.
6. The first Stormwater Report submitted by the University shall utilize the Study findings to determine the Assessed Parcels. The University shall adjust the Listings of Assessed Parcels in future Stormwater Reports to reflect changes during the year due to relevant factors, including but not limited to, University sale and purchase of real estate, and changes in impervious surface area due to University construction and development.

7. Credits or incentives are available to the University by which it can reduce its annual payment obligation to the City by following certain Stormwater Management Practices. These credits and incentives are as follows:
  - a. For maintenance of its permit compliance under the federal Clean Water Act, MS4 National Pollutant Discharge Elimination Systems (NPDES), the University shall receive an annual five percent (5%) credit for each parcel that discharges runoff to City-owned Stormwater Facilities or Conveyance systems; and
  - b. Each Assessed Parcel shall be eligible for credit and other incentives comparable to those outlined in the Credit and Incentive Manual, as amended from time-to-time.
8. The Stormwater Reports shall specify on a parcel-by-parcel basis any credits or incentives that apply. Changes to credits or incentives and impervious area square footage based on new construction or improvements shall be include in a Stormwater Report only after all such work is complete.
9. Each annual Stormwater Report shall be due on the first Friday of each October.
10. The City shall review each annual Stormwater Report within 30 days of receipt and shall either approve the Report in writing, or provide the University with a list of exceptions to items in the Report.
11. If the City provides a list of exceptions to the annual Stormwater Report, the City and University shall meet to discuss any and all exceptions and shall jointly prepare a revised Stormwater Report that shall be approved in writing by both parties.
12. Upon such approval of the annual Stormwater Report, the City shall bill the University for its annual Stormwater Utility Services as described herein. Payment from the University shall be due within sixty (60) days of receipt of the City's bill.
13. The University and City have historically collaborated to address critical stormwater infrastructure needs, such as local flooding, and will continue to do so. The parties agree to communicate periodically regarding joint stormwater infrastructure projects, and that each party shall bear a portion of the costs for any project that benefits the party according to the party's proportional benefit. The cost and proportionate benefit shall be agreed upon in writing before the project commences. Any modifications to such a project, including any changes to the proportional benefits or costs, shall be mutually agreed upon in writing, except that if the emergency nature of a needed stormwater infrastructure improvement or repair prevents advance agreement, the parties will use best efforts to reach an equitable agreement regarding allocation of costs. Such payments as due under this provision can be made directly to the other party.



14. No amendment of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on either party hereto.
15. The University and City agree to meet every two (2) years beginning in 2015 to discuss the Stormwater Utility Services rate, the City's Credit and Incentive Manual, and the provisions of this Agreement. Such meetings may be waived or delayed by mutual consent.
16. This Agreement shall be for a term commencing on July 1, 2013 and ending August 30, 2014 and shall automatically renew for successive 12-month periods thereafter unless terminated by mutual written agreement or as otherwise provided under this Agreement. Successive renewals of this Agreement shall not require written notice of such renewal by either party to the other for the renewal to be effective.
17. The City expressly acknowledges that this Agreement is subject to termination and cancellation by the University in any Agreement year for which the General Assembly fails to make or fails to release appropriations adequate for payment as required by the terms of the Agreement. Upon such an occurrence, the University shall give written notice of immediate termination and cancellation of the agreement to the City on or before the first Friday of October of the applicable Agreement year.

IN WITNESS THEREOF the parties have caused these presents to be executed in the manner appropriate to each, all and as of the date and year first hereinabove set forth.

THE BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ILLINOIS,  
a body corporate and politic

By: Walter K. Know  
Comptroller

APPROVED: [Signature]  
Office of University Counsel

APPROVED: [Signature]  
Executive Director of Facilities and Services

CITY OF URBANA,  
a Municipal Corporation

By: [Signature]  
Mayor

ATTEST: [Signature]  
Clerk

APPROVED: [Signature]  
Legal Counsel



**Public Works Department**  
706 South Glover Avenue  
Urbana, IL 61802  
(217) 384-2342  
FAX (217) 384-2400

January 27, 2014

Ms. Eliana Brown  
Environmental Compliance, Facilities & Service  
University of Illinois at Urbana-Champaign  
1501 South Oak Street  
Champaign, IL 61821

Re: Stormwater Utility Fee Amount

Dear Ms. Brown:

As follow up to our discussions of the Stormwater Utility Fee amount for the University of Illinois, the information below and the attached documents provide the details and supporting information behind the calculation of the Stormwater Utility Fee for the University of Illinois.

**Stormwater Utility Fee Calculation:**

- Billable Impervious Area = 8,743,932 square-feet
- Equivalent Residential Units (ERU) = 2,834.4 ERUs
- Base Monthly Bill =  $2,834.4 \text{ ERU} \times \$4.94/\text{ERU} = \$14,001.94$
- Base Annual Bill =  $\$14,001.94/\text{month} \times 12 \text{ months} = \$168,023.23$
  
- Credits:
  - 5% NPDES Permit = \$536.31 per month
  - Direct Discharge Credits = \$5,043.13 per month
  - Total Credits =  $\$536.31 + \$5,043.13 = \$5,579.47$  per month
  
- Adjusted Monthly Bill =  $\$14,001.94 - \$5,579.47 = \$8,422.47$
- Adjusted Annual Bill =  $\$8,422.47/\text{month} \times 12 \text{ months} = \$101,069.60$



Based on these figures the annual payment from the University of Illinois for Stormwater Services will be \$101,069.60. Per the pending Stormwater Utility Services Agreement we will jointly review the billable impervious area and any applicable credit on an annual basis. The fee amount will be adjusted accordingly based on this review.

The City will send an invoice for first 12 months (September 1, 2013 to September 1, 2014) to the University in October 2014 for payment.

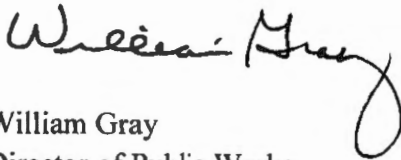
Respectfully,



Brad Bennett

Assistant City Engineer

City of Urbana



William Gray

Director of Public Works

City of Urbana







