

RESOLUTION NO. 2022-11-088R

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
CONCERNING SANITARY SEWERS**

WHEREAS, the City of Urbana (the “Urbana”) is an Illinois municipal corporation and a home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and the statutes of the State of Illinois; and,

WHEREAS, the Urbana & Champaign Sanitary District (the “UCSD”) is a body politic organized under the authority of the Sanitary District Act of 1917; and,

WHEREAS, the City of Champaign (“Champaign”), the Village of Savoy (“Savoy”) and the University of Illinois (“University”) are Illinois municipal corporations and/or bodies politic organized under the laws of the State of Illinois; and,

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* enable the parties to enter into and execute agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the Parties described above have previously entered into an Intergovernmental Agreement concerning sanitary sewers in 1992; and,

WHEREAS, such Intergovernmental Agreement has not been updated since 1992; and,

WHEREAS, the Parties continue to believe that sanitary sewer service is a service that is best coordinated jointly on an area-wide basis rather than individually; and,

WHEREAS, the Parties desire to enter into a revised and updated Intergovernmental Agreement concerning sanitary sewers.

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

Section 1.

The Intergovernmental Agreement between Urbana, UCSD, Champaign, Savoy, and the University concerning sanitary sewers, which is attached hereto and incorporated by reference herein, shall be and hereby is authorized and approved.

Section 2.

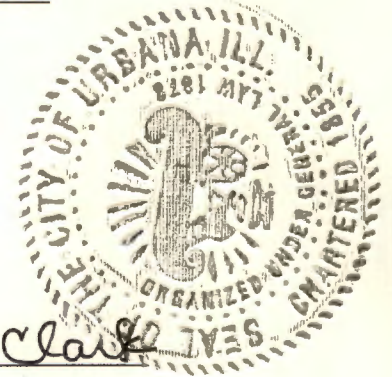
The Mayor of the City of Urbana, Illinois, shall be and hereby is authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, shall be and hereby is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana,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

PASSED BY THE CITY COUNCIL this 28th day of November, **2022.**

AYE: Wu, Evans, Hursey, Kolisetty, Bishop, Wilken, Quisenberry

NAY: None

ABSTENTIONS: None



Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this th20 day of December, **2022.**

Diane Wolfe Marlin
Diane Wolfe Marlin, Mayor

**2022 INTERGOVERNMENTAL AGREEMENT CONCERNING
SANITARY SEWERS**

PREAMBLE:

WHEREAS, the parties entered into an Agreement Concerning Sanitary Sewers on June 30, 1992 ("1992 UCSD Agreement"); and

WHEREAS, the parties desire to adopt a new intergovernmental agreement to replace the 1992 UCSD Agreement and to therefore terminate the 1992 Agreement upon the effective date of this Agreement; and

WHEREAS, the City of Champaign ("Champaign"), the City of Urbana ("Urbana"), and the Village of Savoy ("Savoy"), Illinois (hereinafter referred to collectively as "Municipalities"), as they have developed, have each also developed a network of sanitary sewers to serve their respective communities; and

WHEREAS, in 1921, the Urbana and Champaign Sanitary District (hereinafter referred to as "District") was organized under the authority of the Sanitary District Act of 1917 (70 ILCS 2405/0.1, et seq., hereinafter "Act"); and

WHEREAS, the Act empowers the District to perform the duties and exercise such powers as are set forth in the Act, including but not limited to the power to control connections and set standards for construction for all municipal sanitary sewer systems tributary to its system, to serve territory outlying its boundaries, to prevent pollution of any waters from which a water supply may be obtained by any city, town or village , and over the territory included within a radius of fifteen (15) miles from the intake of any such water supply ; and

WHEREAS, the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.) further empowers and requires the District to perform certain activities with respect to pollutants and the discharge thereof; and

WHEREAS, Champaign and Urbana are all home rule units under the 1970 Illinois Constitution; Savoy became a home rule unit by referendum in April 2021; the District is a unit of local government; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution (ILCS Const. Art.7, S 10) and the Intergovernmental Cooperation Act (ILCS 220/1, et seq.) 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 collection is a problem which would be more effectively resolved on an area-wide basis and by the joint efforts and resources of the parties hereto; and

WHEREAS, all parties agree that a joint effort by the District and the Municipalities to control such development as results in an efficient allocation of public resources would be in the best interests of the citizens; and

WHEREAS, all parties agree that properties within the Village of Bondville may be built with public sewers and regulated by the District, subject to such restrictions established on April 30, 2002 in the Agreement Regarding Sanitary Sewer Service to Bondville included in Appendix A; and

WHEREAS, the parties acknowledge the existence of a certain Agreements Between the City of Champaign, the City of Urbana and the District Relative to Boneyard Creek and is the intention of all parties hereto that the entering into of this agreement as a replacement of the original Agreement Concerning Sanitary Sewers referenced above is in no way intended to invalidate, terminate or otherwise affect the terms of those agreements relating to the Boneyard Creek,

NOW, THEREFORE, in consideration of the foregoing mutual promises and aforementioned premises, it is agreed as follows:

Section 1. Technical Committee

(a) Technical Committee is hereby formed consisting of the respective City/Village Engineer or the City/Village Engineer's designee of each Municipality and the designee of the District's Director, and such other officials as may be designated by the Chief Administrative Officer of each of the parties.

(b) The Committee shall meet not less than quarterly to discuss and determine, consistent with the intent as expressed in the Preamble to this Agreement, the coordination and implementation of specific responsibilities set forth in this Agreement, maintaining and updating sanitary sewer construction technical standards, methods and programs to reduce inflow and infiltration, master planning of the community's sanitary sewer system, approaches to long-range planning and land use and development control issues in so far as the sanitary sewer system affects such planning and regulation, and the responsibilities of each of the parties with respect to the sanitary sewers system.

(c) The District and the Municipalities shall rotate the responsibility for hosting the Committee meetings on a calendar year basis. The hosting agency shall be responsible to:

1. Schedule the date and time of the meeting along with e-mail notification to the Committee Members of the meeting.
2. Provide a location for the meeting.
3. Prepare and distribute an agenda for the meeting to Committee Members.
4. Take and prepare meeting minutes.
5. Distribute meeting minutes within 30 days of the meeting to Committee Members for review and comment. The draft meeting minutes will be reviewed and approved at the next scheduled Committee Meeting.

(d) The Chief Administrative Officer of each party shall have the authority to call for a meeting of the other Chief Administrative Officers of the parties to provide guidance to the Committee.

(e) The District shall maintain a contact list of Committee Members. Municipalities shall provide at least one representative from their agency for the Committee. The Municipalities shall be responsible for providing contact information for their representatives to the District.

(f) The District and Municipalities, shall prepare an Annual Sanitary Sewer Maintenance and Activity Report for their collection system. The report shall include the following items for the preceding calendar year:

1. Sewer maintenance activities including cleaning and televising;
2. Sewer rehabilitation activities including sewer lining, point repairs, and new sewer construction;
3. Sewer complaints received, sewer back-ups, sewer surcharging due to wet weather events, and sanitary sewer overflows;
4. Planned sewer maintenance and rehabilitation activities for the upcoming calendar year.

The Annual Sanitary Sewer Maintenance Activity Reports shall be presented and reviewed at the February Sanitary Sewer Technical Committee Meeting.

Section 2. Definitions, Jurisdiction, and Maintenance

(a) "Annexation Boundary Limits" shall, for the purposes of this Agreement, mean the annexation boundaries agreed to by and between the Municipalities.

(b) "Interceptor Sewer" shall, for the purposes of this Agreement, mean sewers that carry the waste discharged from one or more collector sewers to the treatment plant. Occasionally,

service laterals discharge directly into interceptor sewers where conditions do not permit a collector sewer or a collector sewer would be redundant. Interceptor sewers are generally larger than 12-inches in diameter. Exceptions to these criteria will be by mutual agreement between the District and Municipalities and documented in geographical information system (GIS) as described in Section 2(i). Interceptor Sewers shall be owned, operated and maintained by the District.

(c) "Collector Sewer" shall, for the purposes of this Agreement, mean sewers that are constructed in a public street, alley or easement to receive the waste discharged from the individual building service laterals. These sewers may serve one or more blocks before they discharge into larger interceptor sewers. Collector sewers are generally 8-inch to 12-inch in diameter. Exceptions to these criteria will be of mutual agreement between the District and Municipalities and documented in GIS. Collector Sewers shall be owned, operated and maintained by that Municipality within whose corporate limits such sewer lies; or if the collector sewer lies outside the corporate limits of any of the municipalities, it shall be owned, operated and maintained by the District until such time as the ownership, maintenance and operational responsibility shifts to a municipality pursuant to Section 2(d) or 2(e) below.

(d) "Municipal Approved Collector Sewer" shall, for the purposes of this Agreement, mean any Collector Sewer that lies outside of the corporate limits of the Municipalities and was, is or will be built to serve land which is subject to a written development agreement or annexation agreement approved by the corporate authorities of the Municipality in whose Annexation Boundary Limits such land lies. A Municipal Approved Collector Sewer shall be owned, operated and maintained by the District until such time that over fifty percent (50%) of the length of such sewer between any two (2) manholes lies within the corporate limits of any of the Municipalities. Annually, the District and Municipalities shall review and make any required revisions regarding the ownership of Municipal Approved Collector Sewers. The District and Municipality must mutually agree on the ownership revision and document change in ownership on GIS as described in Section 2(i).

(e) "District Approved Collector Sewer" for the purposes of this agreement means any Collector Sewer that lies outside of the corporate limits of the Municipalities, was in existence prior to June 30, 1992 and serves land which is not subject to an annexation or development agreement with one (1) of the Municipalities. A District Approved Collector Sewer shall be owned, operated and maintained by the District until such time that over fifty percent (50%) of the length of such sewer between any two (2) manholes lies within the corporate limits of any of the Municipalities. Annually, the District and Municipalities shall review and make any required revisions regarding the ownership of District Approved Collector Sewers. The District and

Municipality must mutually agree on the ownership revision, and document change in ownership on GIS as described in Section 2(i).

(f) "Sewer Service Connection" for the purposes of this agreement shall mean the sewer pipe from a point five-feet outside of the foundation wall of a single building, or a system of sewer pipes from more than one building on a single property, to, and including, the connection to the collector or interceptor sewer. Service connections are generally small diameter sewers, 4-inches and 6-inches diameter, that connect the individual building waste plumbing piping to the public sewer system. However, 8-inch or larger diameter sewer connections can be approved by the District and Municipalities if they only serve one parcel. Sewer connections are privately owned and maintained by property owner.

(g) "Sanitary Sewer Technical Committee (SSTC) Sewer Construction Standards" for the purposes of this agreement shall refer to a set of sewer infrastructure construction standards mutually developed and adopted by the District and Municipalities.

(h) The District shall construct, own, operate, and maintain all new Sanitary Sewer Pump Stations and Force Mains within the District. Sewer ejector stations are considered to be a part of the gravity system and shall continue to be owned, operated, and maintained by the entity that installed thesewer ejector station.

(i) The District and Municipalities shall utilize the Champaign County Geographical Information System Consortium (CCGISC) to host, store, manage, and access the sanitary sewer system Geographical Information System (GIS) dataset. The District and Municipalities shall be responsible for updating, editing, adding, and deleting the GIS dataset for the sewer infrastructure under their ownership. No agency shall update, edit, add, or delete another agency's infrastructure GIS dataset. If the CCGISC is not available to host the sewer infrastructure dataset, the District and Municipalities shall establish another system or entity to host, store, manage, and access the sanitary sewer system GIS dataset.

(j) In the event the existence of a sanitary sewer is discovered that has not been identified in the GIS dataset as either operated and maintained by one of the Municipalities or the District or the University of Illinois Urbana-Champaign (University), then the ownership of and maintenance responsibilities for such sanitary sewer shall be the subject of a further agreement of the parties as indicated by its location, function and the definitions contained within this Section. The District and Municipality or University must mutually agree on the classification and ownership of the sewer before it is added to the GIS dataset

Section-3. Connection and Extension of System

(a) New Service Connections. The District shall not allow any new sanitary sewer service connections to Collector, Interceptor, District Approved Collector, or Municipal Approved Collector Sewers that serve properties outside of the Municipalities corporate boundaries unless the property to be served by such connection is the subject of a fully executed and recorded annexation or development agreement with the Municipality in whose Annexation Boundary Limits or 1.5-mile Extra Territorial Jurisdiction Limits the land to be served by the sewer lies, or the property is a lot within a list of exempt subdivisions provided by the respective Municipalities. The Municipal representative identified in Section 12 of this agreement shall provide the District a list of subdivisions exempt from the annexation or development agreement requirements. No subdivision constructed after June 30, 1992 (the effective date of the 1992 UCSD Agreement) shall be eligible to be on the list of exempt subdivisions.

(b) New Collector Sewer Connections. The District agrees that only Collector Sewers serving properties within Municipal corporate boundaries or within land subject to a fully executed and recorded annexation or development agreement will be permitted to connect to District Interceptor Sewers.

(c) Sewer Extensions. The District shall not permit or allow any person or entity to extend or add to any Interceptor, Municipal Approved Collector, or District Approved Collector Sewer unless the land served by such sewer extension is subject to an annexation or development agreement with the Municipality in whose Annexation Boundary Limit the Land to be served by the sewer lies. This subsection shall not be construed to prohibit the District from extending to or adding to its sewer system, so long as such extension does not otherwise violate the terms of this Agreement.

(d) Sewer Service Connection Inspections.

(1) A UCSD sewer connection permit shall be required per UCSD Ordinance 691 Section 2.1.

(2) Each Municipality will inspect sanitary service sewer connections to all sanitary sewers within its respective Annexation Boundary Limits for compliance with the Sanitary Sewer Technical Committee (SSTC) Sewer Construction Standards and the regulatory requirements at the local municipal, state, and federal levels. The more restrictive standard shall control. The degree of inspection will be the same whether or not the property to be served has been annexed or is subject to an

annexation agreement. The results of such inspection shall be reported in writing to the District in a form mutually agreeable to the District and the Municipality.

(3) Each Municipality will not approve any sanitary service sewer connection for new or renovated construction within the Municipality unless evidence is provided to the Municipality by the applicant for a municipal building permit that the District's connection permit has been obtained.

(e) Collector and Interceptor Sewer Extension Inspections. Each Municipality will inspect or cause to be inspected all authorized extensions of any type of sanitary sewer within the respective Annexation Boundary Limits of the Municipality for compliance with the Sanitary Sewer Technical Committee (SSTC) Sewer Construction Standards and the regulatory requirements at the local municipal, state, and federal levels. The more restrictive standard shall control. The inspection and certification of collector and sanitary sewer extensions shall be in accordance with the SSTC Sewer Construction Standards. Connection permits shall not be issued until the sewer extension has met all inspection and testing requirements and has been certified by the Municipality and District.

Section 4. Disconnection of Service.

(a) The Municipalities recognize 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 by a property owner residing within their respective corporate limits. Nothing in this Agreement shall be construed as restricting the District from terminating service in any manner provided for by law.

(b) The District shall send written notification to the respective Municipality in whose corporate limits the property lies when it has revoked a sanitary sewer connection permit. Upon receipt of such notice, the Municipality will take such steps as are necessary to designate the affected property as unfit for occupancy. Upon such designation, the Municipality shall notify the District in writing of such action.

(c) If the District, after the notice of disconnection has been sent to the Municipality, subsequently permits such affected property to be connected to the sanitary sewer system, the District shall notify the Municipality in writing of such connection permit.

Section 5. User Charges for Unincorporated Areas.

(a) The District shall levy an additional user charge against all land within the District located in unincorporated areas to reflect the cost of services provided over and above the charges to land located within the respective Municipalities.

(b) When unincorporated land is annexed to any of the Municipalities, the District user charges for said land shall be revised to that charged for any other property in the respective Municipality's corporate limits.

(c) District user charges for service to land located outside the Municipality that is connected to Municipal Approved Collector Sewers shall be the same as charges for service to unincorporated land until such land becomes annexed as described in this Agreement.

Section 6. Further Assurances. It is understood and agreed that all parties will enact all necessary ordinances and resolutions to effect the provisions of this Agreement.

Section 7. Remedies. The parties may, in addition to any other remedy provided for by law, compel specific performance of this Agreement.

Section 8. Effective Date; Term, Invalidity.

(a) This Agreement shall become effective upon approval of this Agreement by the parties named herein as Municipalities and the District.

(b) This Agreement concerning sanitary sewers shall be binding on the District and Municipalities for twenty (20) years and is automatically renewable for subsequent twenty-year terms unless a party has provided notice of termination. A party that desires to avoid the automatic renewal and terminates its participation in the agreement must provide at least 180 days' advance written notice of its intent terminate its participation in the agreement pursuant to Section 12.

(c) If a court of competent jurisdiction declares any provision this Agreement to be invalid or otherwise unenforceable in whole or in part, then the remaining provisions set forth herein shall be no way be affected, impaired or invalidated.

Section 9. Other Obligations of the District.

(a) The District represents to the Municipalities that it has made reasonable efforts to review its files for the purpose of discovering any written, legally binding contractual obligations of the District with respect to the collection of sewage by the District which exist as of the date of this Agreement which would conflict with this Agreement. Based on such effort of the District, disclosure has been made in writing to the Municipalities by the District regarding all such existing contractual obligations of the District. The Municipalities have relied on such disclosure as a material part of their decision to enter into this Agreement. Such contracts may be honored by the District.

(b) The parties agree that any-contracts which presently exist, or which are created in the future with respect to the treatment of sewage, as opposed to the collection of sewage, shall not be prohibited by virtue of this Agreement, unless such agreement has the effect of circumventing this Agreement.

(c) The parties recognize that all prior commitments referred to in the 1993 District Resolution about Plasti Pak and Related Properties approved August, 11 1993 and those referred to in Section 9(a) shall be permitted insofar as they comply with this section.

Section 10. University of Illinois Sewers.

- (a) New Collector Sewer Connections. The University of Illinois shall only be permitted to construct new sewer connections serving properties within Municipal corporate boundaries or within land subject to a fully executed and recorded annexation or development agreement.
- (b) Sewer Extensions. The University of Illinois shall only be permitted to construct collector sanitary sewers where the land served by such sewer extension is subject to an annexation or development agreement with the Municipality in whose Annexation Boundary Limit the Land to be served by the sewer lies.
- (c) Collector Sewer Extension Inspections. The University of Illinois will inspect or cause to be inspected all authorized extensions of any type of sanitary sewer owned by the University for compliance with the Sanitary Sewer Technical Committee (SSTC) Sewer Construction Standards and the regulatory requirements at the local municipal, state, and federal levels. The more restrictive standard shall control. The inspection and certification of collector and sanitary sewer extensions shall be in accordance with the SSTC Sewer Construction Standards.
- (d) No Connection permits shall be issued until the sewer extension has met all inspection and testing requirements and has been certified by the University and District.

Section 11. Village of Bondville Sewers.

(a) The parties agree that subject to the other restrictions Agreement and this Section, a sanitary sewer connection to be used exclusively for sewer connections within the Bondville Sub-Facilities Planning Areas, 2022, a map that is attached as Appendix A 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 District with the collector sewers provided by the Village of Bondville. The connection may include other pump stations and force mains which are tributary to the main pump station servicing the are 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 District attached as Appendix A hereto.

Section 12. Notice. Any notices hereunder shall be considered delivered when mailed, by certified mail, postage prepaid, or delivered personally to:

District	Executive Director Post Office Box 669 Urbana, IL 61803
Urbana	City Administrator 400 South Vine Street Urbana, IL 61801
Champaign	City Manager 102 North Neil Street Champaign, IL 61820
Savoy	Village Administrator 611 North Dunlap Avenue Savoy, IL 61874
University	Associate Director Utilities Distribution Physical Plant Services Building MC-800 1501 South Oak Street Champaign, IL 61820

Section 13. Liability. The duties required to be performed hereunder shall not cause or be construed to create an independent basis for liability. When an inspection or work is to be performed hereunder by the District for the Municipality, or by the Municipality for the District, the work shall not constitute a guarantee of performance of the work inspected or completed. Damages for such threatened or alleged liability are hereby waived between the parties hereto.

Section 14. Effective Date. This Agreement shall become effective on the last date that it is fully executed by the parties.

Section 15. Signatures. This Agreement may be executed in counterparts. Facsimile, pdf, and electronic signatures shall be given the same legal effect as original ink signatures.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the
day and year first written above.

URBANA & CHAMPAIGN
SANITARY DISTRICT

By: Jennifer Putman Oct. 4, 2022
President

ATTEST:

By: Dech Winkley Oct 4, 2022
Clerk

APPROVED AS TO FORM:

Mark McCusker
UCSD Attorney

CITY OF CHAMPAIGN:

By: _____
Mayor

ATTEST:

By: _____
Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF URBANA:

By: Sime Wolfe Martin
Mayor

ATTEST:

By: Phyllis D. Clark
Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

VILLAGE OF SAVOY:

By: John P. Braun
Mayor



ATTEST:

By: Wendy M. Sundry
Clerk

APPROVED AS TO FORM:

[Signature]
Village Attorney

UNIVERSITY OF ILLINOIS:

By: Paul N. Elger
~~xxxxxx~~ Vice President, Chief Financial Officer and Comptroller

ATTEST:

By: _____

APPROVED AS TO FORM:

[Signature]
University Attorney

Office of University Counsel, BCF - 11/9/22

Dunn

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.

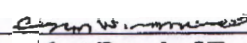
In the event that Bondville has not commenced construction of the Sanitary Sewer Facilities described in provision 2 within four years following the date of this Agreement, then either party will have the right to terminate any Annexation Agreement that may have been executed pursuant to this Agreement.

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.

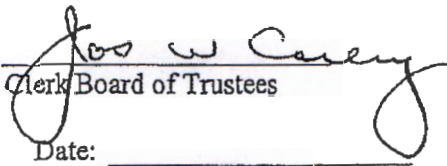
This Agreement and the terms and conditions contained herein have been approved by the District and Bondville on the dates designated below and by the authorized parties designated below.

Date: April 30, 2002

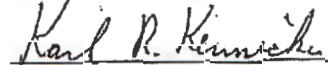
Urbana & Champaign Sanitary District

By: 
President Board of Trustees

Attest:

By: 
Clerk Board of Trustees
Date: _____

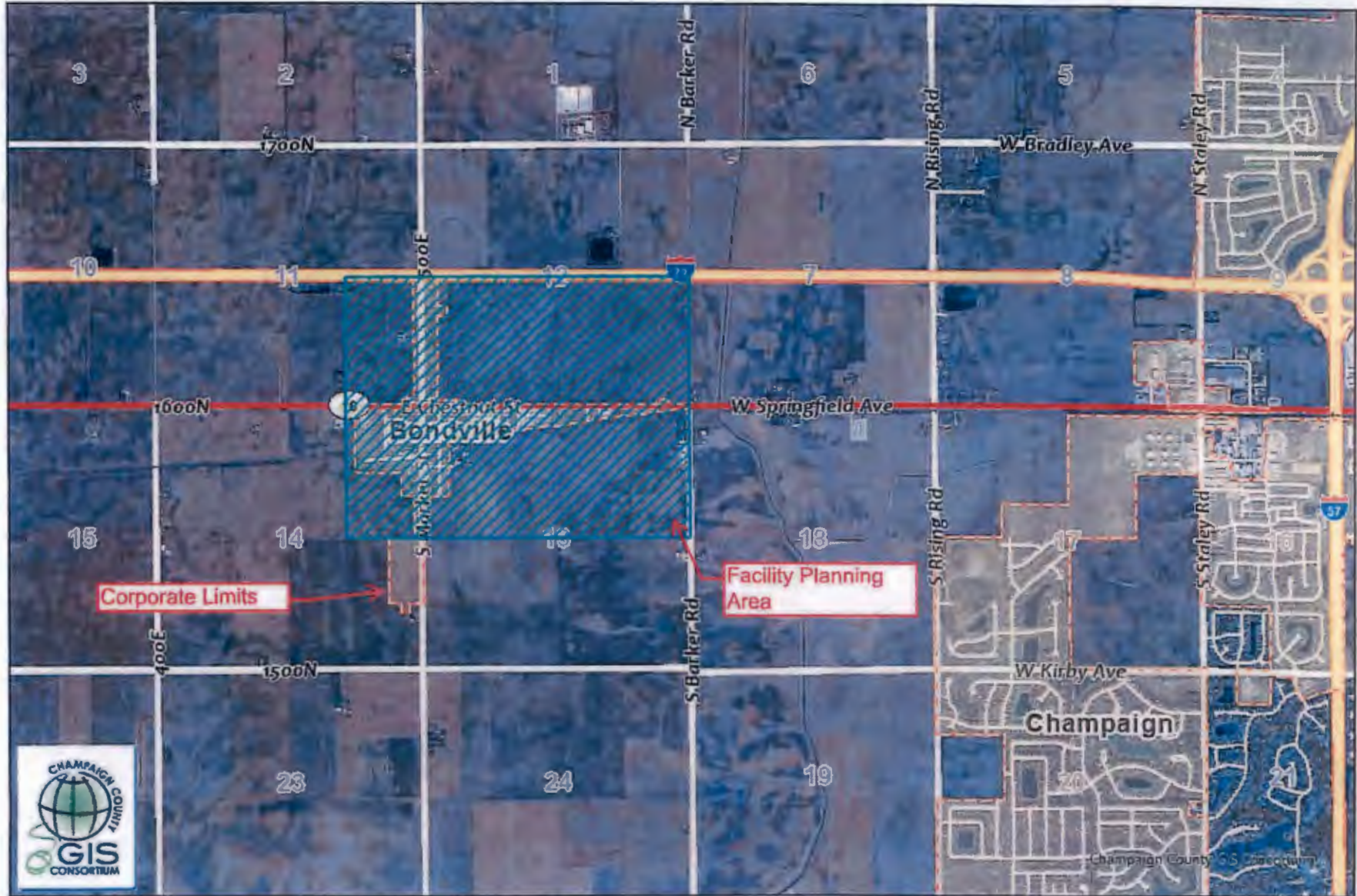
Village of Bondville, Illinois

By: 
Mayor

Attest:

By: 
Village Clerk

BONDVILLE FACILITY PLANNING AREA 2002



0.35

mi

This map was prepared with geographic information system (GIS) data created by the Champaign County GIS Consortium (CCGIS), or other CCGIS member agency. These entities do not warrant or guarantee the accuracy or suitability of GIS data for any purpose. The GIS data within this map is intended to be used as a general index to spatial information and not intended for detailed, site-specific analysis or resolution of legal matters. Users assume all risk arising from the use or misuse of this map and information contained herein. The use of this map constitutes acknowledgement of this disclaimer.

Date: Wednesday, October 5, 2022

