

Peoria, Illinois, August 18, 2020

The regular meeting of the Board of Trustees of the Greater Peoria Sanitary and Sewage Disposal District was held on Tuesday, August 18, 2020, at the office of the District, 2322 South Darst Street, in the City and County of Peoria, State of Illinois, and within the boundaries of said District at the hour of 9:33A.M.

Chairperson Gates declared that an in-person meeting is not practical or prudent because of the state-declared public health emergency relating to COVID-19. In compliance with the Governor of Illinois' Executive Order in Response to COVID-19 (COVID-19 Executive Order No. 5), dated and executed March 16, 2020, and further Executive Orders, roll call showed the following Trustees were present via teleconference: Robert C. Gates, Matthew R. Bender, Stephen M. Morris, and Thomas V. Broadway, Jr. Attorney James F. Kane was present via teleconference. Executive Director Brian F. Johnson, Director of Administration Michelle R. Mortland, Director of Operations James E. Sloan, Director of Planning and Construction Timothy F. Leach, and Director of Finance Joseph C. Merkle were also present in person at the District offices to welcome those wishing to participate in the public comment portion of the meeting. Trustee Heather L. McCord was excused absent. All members could hear each other in discussion and testimony.

Chairperson Gates stated that there was a quorum, and that the meeting was duly and legally convened for the transaction of business.

Chairperson Gates next opened the meeting for public participation. Comments from the public were solicited via e-mail on the District's website. There being no response, the public participation period was closed.

Operating reports for the Administration, Operations, Planning and Construction, and Finance Departments were thereafter discussed with various questions answered thereto.

Chairperson Gates asked if any items should be removed from the Consent Agenda, which included: approval of the minutes of the regular meeting held on Tuesday, July 21, 2020; payment of the list of bills, totaling \$1,471,515.87; the recommendation of the Investment Committee's recommendation for the following investment: Illinois National Bank \$1,500,000.00 ICS account at 0.75%; that delinquent accounts listed as Batch #189 Illinois American Water Company, be forwarded for disconnection from service in accordance with the applicable water shutoff arrangements; authorization for Receipt of Bids for Calendar Year 2021 Annual Repair Contract; approve modifications to Positions Titles & Base Salary Ranges for FY 21; and authorize the Executive Director and District Legal Counsel to sign necessary documents for the Army Corps of Engineers PL 84-99 Levee Repair Project. Chairperson Gates removed the modifications to Positions Titles & Base Salary Ranges for FY 21, and there being no other items to be removed and on roll call vote being taken, Trustee Bender moved to approve the items on the Consent Agenda, seconded by Trustee Morris. Following discussion and, on roll call, Trustees Gates, Bender, Morris, and Broadway voted "Aye" and there were no "Nays". Chairperson Gates declared the items on the Consent Agenda approved.

The Executive Director next updated the Trustees regarding Erosion Control Project 1C and recommended that the bid be rejected and the project authorized for bidding again. Trustee Bender moved to reject the bid and rebid Erosion Control Project 1C, seconded by Trustee Morris. Following discussion and on roll call, Trustees Gates, Bender, Morris, and Broadway voted "Aye" and there were no "Nays". Chairperson Gates declared the motion approved.

The Executive Director next reviewed an Intergovernmental Agreement with the County of Peoria (copy attached to these minutes) relating to an erosion control project in Dry Run Creek. Trustee Bender moved to approve the Intergovernmental Agreement, seconded by Trustee Morris. Following discussion and on roll call, Trustees Gates, Bender, Morris, and Broadway voted "Aye" and there were no "Nays". Chairperson Gates declared the motion approved.

The Executive Director next discussed Ordinance 639 relating to issuance of bonds. Upon discussion, the Ordinance was tabled until a future meeting for time to determine availability of grant funding.

The Executive Director next reviewed the modifications to Positions Titles & Base Salary Ranges for FY 21. Trustee Bender moved to approve the modifications to Positions Titles & Base Salary Ranges for FY 21 and said motion was seconded by Trustee Morris. Following discussion and on roll call, Trustees Gates, Bender, Morris, and Broadway voted "Aye" and there were no "Nays". Chairperson Gates declared the motion approved.

Pursuant to Illinois law, the Trustees next reviewed a recommendation relating to previously held executive session minutes. Based upon such recommendation, Trustee Morris moved that all previously held minutes continue to be held as the need for confidentiality or privacy still exists, except for the minutes from the January 21, 2020, February 18, 2020, and April 21, 2020 meetings, which could be released. Trustee Bender seconded the motion. Following discussion and on voice vote being taken, Trustees Gates, Bender, Morris, and Broadway voted "Aye" and there were no "Nays". Chairperson Gates stated that the motion carried.

There being no further business to come before the Board, the Chairperson declared the meeting adjourned at 10:43 A.M.



Clerk

AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE GREATER PEORIA SANITARY
AND SEWAGE DISPOSAL DISTRICT AND THE COUNTY OF PEORIA
FOR THE DRY RUN CREEK PHASE II STABILIZATION PROJECT

Now comes the COUNTY OF PEORIA, a body politic and corporate (hereinafter the "COUNTY"), and THE GREATER PEORIA SANITARY AND SEWAGE DISPOSAL DISTRICT, a municipal corporation organized and existing under the Sanitary District Act of 1917 of the State of Illinois (hereinafter the "GPSD").

WHEREAS, the bridge over Dry Run Creek at 1113 N. Swords Avenue, Peoria, Illinois, and highlighted in yellow on the attached Exhibit A, is controlled by the COUNTY and is in need of repairs caused by urbanization of approximately eleven (11) square miles of the central portion of Peoria over the last 75 years that has created conditions for extreme flash flooding events leading to severe erosion of the stream bank of Dry Run Creek; and,

WHEREAS, the trunk sewer running through Dry Run Creek, highlighted in green on the attached Exhibit A, is controlled by GPSD and is in need of reinforcement to protect it from damage caused by urbanization of approximately eleven (11) square miles of the central portion of Peoria over the last 75 years that has created conditions for extreme flash flooding events leading to severe erosion of the stream bank of Dry Run Creek; and,

WHEREAS, the owners along Dry Run Creek immediately downstream of the bridge and trunk sewer, PDC Services, Inc. and Stormy Creek, LLC, are being threatened with damage due to such an extreme flash flood event occurred in the fall of 2019 washing away streambank stabilization improvements funded by a United States Department of Agriculture (USDA) Emergency Watershed Protection project in 1994 and will be undertaking a major stream bank improvement project to stabilize the stream banks, protect the bridge, and protect the sewer ("Stabilization Project"); and,

WHEREAS, PDC Services, Inc. has engaged Mohr & Kerr Engineering & Land Surveying, P.C. and Christopher B. Burke Engineering, Ltd. to do the preliminary design of the Stabilization Project and have indicated that grant assistance is available from the Illinois Environmental Protection Agency for a substantial portion of the total cost of the Stabilization Project; and,

WHEREAS, due to the economies of scale in making repairs to the GPSD and COUNTY infrastructure at the time of the Stabilization Project, and further due to the existence of grant assistance, both GPSD and COUNTY find it desirable to cooperate in the Stabilization Project; and,

WHEREAS, the COUNTY and the GPSD have reached an agreement pursuant to authority granted by Article VII, Section 10, of the Constitution of Illinois, 1970 and the Intergovernmental Cooperation Act, (5 ILCS 220/1 et. seq.).

NOW THEREFORE, in cooperation of the mutual promises and covenants hereinafter set forth, it is agreed by and between the COUNTY and the GPSD that:

1. DUTIES OF THE COUNTY

1. The COUNTY shall be the lead agency to design and construct the Stabilization Project. Construction shall commence as soon as practicable upon award of an Illinois Environmental Protection Agency (IEPA) Section 319 grant.
2. The COUNTY shall be the applicant for an Illinois Environmental Protection Agency (IEPA) Section 319 grant to help defray the costs of the project amongst the local parties, and as detailed in Section 4, below.
3. The COUNTY may use any project delivery method at its disposal to expedite the design and construction process.
4. The COUNTY agrees that stabilizing the stream banks downstream of the bridge to prevent property damage to neighboring landowners will be a priority in the design of the Stabilization Project; provided, however, that nothing contained herein shall be construed as imposing liability on the COUNTY for the failure of the Stabilization Project to prevent property damage to PDC Services, Inc., Stormy Creek, LLC or any other property owner or interested party.
5. The COUNTY shall contract with all vendors on behalf of the GPSD and COUNTY.
6. The COUNTY agrees to allow the GPSD to be involved and concur in the selection of vendors; provided, however that the COUNTY shall make final determinations.
7. The COUNTY agrees to allow the GPSD to jointly review all pay requests and track progress in the field during construction.

2. DUTIES OF THE GPSD

1. The GPSD agrees that the COUNTY shall be the lead agency and hold all contracts with vendors on behalf of both the COUNTY and GPSD.
2. The GPSD shall delegate its authority to approve all contracts for the Stabilization Project to the COUNTY.
3. The GPSD agrees to participate and concur with the COUNTY in the selection of vendors.
4. The GPSD agrees to jointly review all pay requests and track progress in the field during construction.
5. The GPSD agrees that the COUNTY may use any project delivery method at its disposal to expedite the design and construction process.
6. The GPSD agrees that stabilizing the stream banks downstream of the bridge to prevent property damage to neighboring landowners will be a priority in the design of the Stabilization Project; provided, however, that nothing contained herein shall be construed as imposing liability on GPSD for the failure of the

Stabilization Project to prevent property damage to PDC Services, Inc., Stormy Creek, LLC, or any other property owner or interested party.

7.

3. DESCRIPTION OF STABILIZATION PROJECT

1. The Stabilization Project is described in Drawing Nos. GN, EX, REM-1 through REM-4, SR-1 through SR-4 and DET1 through DET3 prepared by Christopher E. Burke Engineering, Ltd., copies of which are attached hereto as Exhibit B.

4. FINANCING OF STABILIZATION PROJECT

1. The COUNTY shall advance the necessary funds to design and construct the Stabilization Project.
2. The COUNTY shall submit a Section 319 Grant Application to the Illinois Environmental Protection Agency ("IEPA") which should cover up to sixty percent (60%) of the cost of the Stabilization Project.
3. The COUNTY shall submit the Section 319 Grant Application to the IEPA on or before August 1, 2020.
4. The GPSD shall reimburse the COUNTY for GPSD's share of the cost of the Stabilization Project, up to a maximum of \$95,000.00, after subtracting the proceeds of the Section 319 Grant, if awarded, received by the COUNTY, from the total cost of the project.
5. PDC Services, Inc., the owner of the real estate on the south side of Dry Run Creek downstream from the bridge, by separate agreement between it and the COUNTY, shall reimburse the COUNTY for PDC Services, Inc.'s share of the cost of the Stabilization Project, after subtracting the proceeds of the Section 319 Grant, if awarded, received by the COUNTY from the total cost of the project.
6. Mohr & Kerr Engineering & Land Surveying, P.C. and Christopher B. Burke Engineering, Ltd., consultants engaged by PDC Services, Inc. to do the preliminary design of the Stabilization Project, will assist the County in the preparation of the Section 319 Grant Application to the IEPA.
7. Stormy Creek, LLC, the owner of the real estate on the north side of Dry Run Creek downstream from the bridge, by separate agreement between it and the COUNTY, shall reimburse the COUNTY for Stormy Creek LLC's share of the cost of the Stabilization Project, after subtracting the proceeds of the Section 319 Grant, if awarded, received by the COUNTY, from the total cost of the project.

5. INDEMNIFICATION

1. The COUNTY shall indemnify and hold harmless the GPSD and its trustees, directors, officers, employees, and agents from and against any and all losses, damages, claims, liability, costs, and expenses incidental thereto (including costs of litigation, settlement, and reasonable attorney's fees) which any or all of them may hereinafter incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage (including loss of use) to any property

(public or private) which arise out of or are caused by any negligent acts, negligent omissions, or willful misconduct of the COUNTY, its directors, officers, employees, agents, and contractors in the performance of the terms of this Agreement.

2. The GPSD shall indemnify and hold harmless the COUNTY and its directors, officers, employees, and agents from and against any and all losses, damages, claims, liability, costs, and expenses incidental thereto (including costs of litigation, settlement, and reasonable attorney's fees) which any or all of them may hereinafter incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage (including loss of use) to any property (public or private) which arise out of or are caused by any negligent acts, negligent omissions, or willful misconduct of the GPSD, its directors, officers, employees, agents, and contractors in the performance of the terms of this Agreement.

6. GENERAL CONDITIONS

1. This Agreement shall be binding upon the parties, their successors, and assigns.
2. If any portion of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.
3. The obligations of the parties in the Agreement are expressly conditional upon:
 - (a) Approval of the Section 319 Grant referenced above by April 30, 2021, as determined in the sole and absolute discretion of the COUNTY and GPSD; and
 - (b) Execution of reimbursement agreements (i) between the COUNTY and PDC Services, Inc. and (ii) the COUNTY and Stormy Creek, LLC, for the remainder of the expense of the Stabilization Project such that (i) the COUNTY shall be reimbursed for the entire expense of the construction of the Stabilization Project and (ii) neither the COUNTY nor GPSD shall incur liability (and shall be indemnified and held harmless) for due to the partial or complete failure of the Stabilization Project to adequately mitigate future erosion issues; and
 - (c) Permanent easement agreements for the Stabilization Project as needed by GPSD with (i) PDC Services, Inc. and (ii) Stormy Creek, LLC.

7. ENTIRE AGREEMENT – AMENDMENTS

1. The preceding constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. This Agreement may be amended in writing by a mutual agreement executed with the same formalities and in the same manner by which this Agreement was executed.

**THE GREATER PEORIA SANITARY AND
SEWAGE DISPOSAL DISTRICT, a
municipal corporation organized and**

**existing under the Sanitary District Act
of 1917 of the State of Illinois**

By: _____

Date: _____

ATTEST:

THE COUNTY OF PEORIA
A Body Politic and Corporate

By: _____
PEORIA COUNTY BOARD CHAIRMAN

Date: _____

ATTEST:

PEORIA COUNTY CLERK

120-833

EXHIBIT A
MAP



EXHIBIT B
STABILIZATION PROJECT
PROJECT DRAWINGS

Peoria, Illinois, August 18, 2020

The Investment Committee of the Greater Peoria Sanitary and Sewage Disposal District met on Tuesday, August 18, 2020, at the office of the District, 2322 South Darst Street, in the City and County of Peoria, State of Illinois, and within the boundaries of said District at the hour of 9:30 A.M.

Trustee Gates acted as Chairperson of the Committee and called the meeting to order at 9:30 A.M. Pursuant to the Governor of Illinois' Executive Order in Response to COVID-19 (COVID-19 Executive Order No. 5), dated and executed March 16, 2020, Trustee Robert C. Gates, Trustee Matthew R. Bender, Trustee Stephen M. Morris, Trustee Thomas Broadway, Jr., and Executive Director Brian F. Johnson, met via conference call, as well as Director of Finance Joseph C. Merkle. Trustee Heather L. McCord was excused absent.

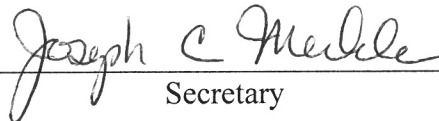
The Director of Finance presented a report to the Investment Committee. He advised the Board that up to \$1,500,000.00 would be available to invest this month. He recommended the following investment to the Committee, providing for consideration by the Board of Trustees:

<u>Bank</u>	<u>Amount</u>	<u>Type</u>	<u>Term</u>	<u>Yield</u>
Illinois National Bank	\$1,500,000	ICS	30 days	0.75%

Chairperson Gates moved to approve the recommendation and approval of the minutes of the regular meeting held on Tuesday, July 21, 2020. Upon voice vote being taken, all members of the Committee voted "Aye" and there were no "Nays" or abstentions. Chairperson Gates stated that the motion carried.

With no further business to consider, on motion duly made, seconded and unanimously carried, the meeting was adjourned at 9:32 A.M.

Prepared and Submitted by:


Secretary