

AN ORDINANCE APPROVING AGREEMENT
FOR THE DISPOSAL OF SOLID WASTE

WHEREAS, the City Council of Urbana, Illinois has heretofore expressed its support for a Champaign-Urbana Solid Waste Disposal System, and

WHEREAS, the City of Urbana desires to enter into an agreement for the disposal of solid waste generated in the City of Urbana,

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


Section 1. The agreement with the City of Champaign, a copy of which is attached hereto and made a part hereof, is hereby approved and adopted.

Section 2. The Mayor of the City of Urbana is hereby authorized to execute said agreement.

Section 3. This Ordinance shall be effective immediately upon its passage and approval by the Mayor.

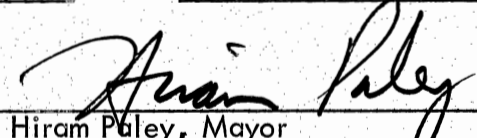
Section 4. This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called of a majority of the Members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 1st day of December, 1975.

PASSED by the City Council this 1st day of December, 1975.



Duane Eckerty, City Clerk

APPROVED by the Mayor this 5 day of December, 1975.



Hiram Paley, Mayor

7576-47

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 7576-47 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens, City Clerk

Date

CHAMPAIGN-URBANA SOLID WASTE DISPOSAL SYSTEM
AGREEMENT

THIS AGREEMENT entered into by and between the CITY OF CHAMPAIGN and the CITY OF URBANA, municipalities located in the State of Illinois,

WITNESSETH:

WHEREAS, the cities of Champaign and Urbana wish to engage jointly in the planning and development of facilities for the disposal of solid waste generated in Champaign County;

WHEREAS, the cities of Champaign and Urbana are home rule units as provided in the 1970 Illinois Constitution (Art. VII, Sec. 6);

WHEREAS, the 1970 Illinois Constitution (Art. VII, Sec. 10) and the Illinois Revised Statutes, 1973, Ch. 127, Sec. 741-748, provide authority for intergovernmental co-operation; and

WHEREAS, solid waste disposal is a problem which may be approached more effectively and economically on an area-wide basis and by joint efforts and resources.

NOW THEREFORE, in consideration of the mutual agreements contained in this agreement, the CITY OF CHAMPAIGN and the CITY OF URBANA agree as follows:

1. Definitions.

(a) "Members" means the City of Champaign and the City of Urbana.

(b) "System" means the Champaign-Urbana Solid Waste Disposal System.

(c) "Management group" means the Champaign-Urbana Solid Waste Disposal Management Group, which shall be the System's directing body.

(d) "Director" means the System's director.

(e) "Solid waste disposal facilities" means, but is not limited to, landfills, incinerators, recycling plants, and energy and resource recovery.

2. Membership.

The parties to this agreement shall be members of the Champaign-Urbana Solid Waste Disposal System.

3. Champaign-Urbana Solid Waste Disposal System.

(a) The System shall be created and established as an agency of both members, consistent with the terms in this agreement

(b) The System shall have, and is hereby delegated, full power and authority to:

(i) Locate and acquire suitable solid waste disposal facilities;

(ii) Operate and maintain solid waste disposal facilities in accord with applicable federal, state and local laws, ordinances and regulations;

(iii) Secure and provide necessary personnel, equipment and improvements;

(iv) Establish a schedule of fees and/or other means of payment, which alone or together with financial allocation or contributions from members will finance the establishment, operation and maintenance of solid waste disposal facilities on an enterprise basis;

(v) Accept any private or public funds as may be available for the establishment, maintenance, and operation of solid waste disposal facilities;

(vi) Enter into agreements with any other local governmental unit for the disposal of solid waste generated from within that governmental unit, with private haulers, and with private solid waste disposal facilities operators, and;

(vii) Perform such other acts as may be necessary or desirable for the establishment, maintenance, and operation of solid waste disposal facilities--including, but not limited to, designating a member to exercise its condemnation powers in the acquisition of sites for solid waste disposal facilities

(c) The management group may provide that the members shall designate or assign employees to the system in numbers substantially in proportion to the tonnage of solid waste disposed of from within the individual members based on an average of the preceding three years. Until the System otherwise provides a substantially identical program, any rights, privileges or benefits, civil service status, pensions or otherwise, existing or hereinafter created, appertain to any municipal employee designated or assigned to the System shall continue to exist as rights, privileges or benefits without regard to such assignment or designation.

4. Champaign-Urbana Solid Waste Disposal Management Group.

(a) The management group shall determine the policy matters related to the establishment, operation, and maintenance of solid waste disposal facilities under this agreement.

(b) Each member shall be represented in the management group by its chief administrative officer or a designee of that officer. The governing body of a member may require that the designee of the representative be confirmed by ordinance or resolution of the governing body.

(c) Each member shall have a vote in the management group.

(d) The responsibility for chairing the group shall annually alternate between Champaign and Urbana. The representative from Champaign to the management group shall chair the management group for its first year, and the representative from Urbana to the management group shall chair the management group for its second year.

(e) The management group shall establish any necessary procedural rules and regulations to govern its meetings, which shall be subject to the Open Meetings Act.

(i) A unanimous vote of the management group shall be required to determine policy matters.

(ii) Representatives and the director shall have at least five days notice of the times and agendas for meetings.

(iii) No action may be taken by the management group with notice to the representatives and the director.

(iv) A representative's failure, by abstaining or absence to vote on a policy matter before the management group shall be construed as a vote in favor of the matter before the management group.

(v) A representative may vote in writing, without being present in person at a meeting, on agenda items.

5. Champaign-Urbana Solid Waste Disposal System Director.

(a) The director shall manage all aspects of the establishment, operation and maintenance of the solid waste disposal facilities under this agreement.

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(b) The director shall head the System.

(c) The management group shall have the authority to hire and discharge the director on such terms as the group may determine.

6. Champaign-Urbana Solid Waste Disposal Finances.

(a) The System shall maintain records of its receipts and disbursements and shall quarter-annually report on such receipts and disbursements to members.

(b) The System shall maintain records of the tonnage of solid waste disposed of in the solid waste disposal facilities from the members or from others contracting for use of the System's facilities.

(c) The System shall annually prepare a budget for submission to the members' governing bodies and, when the members shall approve the same budget, that shall be the budget for the applicable fiscal period; the budget may be amended upon recommendation of the management group and, when the members approve same amended budget, that shall be the budget for the applicable fiscal period. This recognizes that Champaign and Urbana are on the same fiscal year (July 1 to June 30) and utilize similar budget procedures (Illinois Revised Statutes, 1973, Ch. 24, Secs. 8-2-9.1 to 8-2-9.10).

(d) The expenses related to the budget for the establishment, maintenance and operation of solid waste disposal facilities under this agreement shall, until the management group shall provide another option or method, be borne by the members in pro-rata share based on the respective tons of solid waste generated within each member's corporate limits.

For the fiscal period 1976-77 the pro-rata shares shall be based upon data obtained from the 1973 Champaign County Solid

Waste Management Study. An adjustment shall be made in the fiscal year 1977-78 for the discrepancies between the 1973 tonnage figures and the actual tonnage figures recorded for the 1976-77 period. After the first adjustment is made, all pro-rata shares shall be based upon tonnage figures reported from the prior year.

(e) Subject to approval by the management group, a member may pay its pro-rata share of the System's budget expenses by an in-kind contribution--including, but not limited to, personnel, equipment now used for solid waste disposal or other purposes, and attorneys' time in relation to services rendered under this agreement for condemnations.

7. Ownership and Disposition Upon Termination or Withdrawal.

(a) Unless some other provision is made (e.g., a trust agreement), the solid waste disposal facilities established, operated and maintained under this agreement shall be owned legally by the members as tenants in common in proportion to the members' total contributions or allocations to the System.

(b) Upon termination of this agreement all property of the System, unless some other arrangement is made, shall be sold and the proceeds of such sale shall be distributed to members in proportion to the total contributions or allocations to the System by the members during the three years preceding termination.

(c) This agreement shall be terminated when the members agree unanimously to withdraw as members and to terminate this agreement.

(d) Withdrawal of any member shall be by an ordinance indicating withdrawal, filed with the director.

(e) If a city withdraws as a member under this agreement before termination by unanimous agreement or by reason of default in

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contributions required to be made under this agreement, such city shall no longer be a member and shall have no claim to the assets or property of the System, but it shall continue to remain liable for contributions assessed prior to such default or withdrawal. Contributions shall be deemed assessed when the management group has prepared and approved the annual budget for the year in question for submission to the members' governing bodies.

8. Amendment.

Before this agreement may be amended there must be a resolution of the management group recommending amendment, provided that notice of any such proposed amendment shall be mailed by the director to all members at least ten (10) days prior to the date of the meeting at which any proposed amendment is to be first considered. An amended agreement shall be effective when executed by the City of Champaign and the City of Urbana.

9. Severability.

If any provision of this agreement is invalid for any reason, such invalidation shall not render invalid other provisions of this agreement which can be given effect without the invalid provision.

10. Effective Date.

This agreement shall be effective, and the System shall thereupon be established, when executed by the City of Champaign and the City of Urbana. Unless otherwise terminated, this agreement shall be effective for fifteen (15) years.

11. Governing Law.

This agreement shall be construed in accordance with the laws and constitution of the State of Illinois.

IN WITNESS WHEREOF, the undersigned governmental unit has caused this agreement to be duly executed and attached herewith a copy of the ordinance authorizing the signing official to execute this agreement.

CITY OF CHAMPAIGN

By: *Eugene Miller*
Mayor or City Manager

Date: December 18, 1975

Attest: *A. B. Johnston*
City Clerk

CITY OF URBANA

By: *William Paley*
Mayor

Date: December 15, 1975

Attest: *T. M. ...*
City Clerk