

ORDINANCE NO. 9091-42

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE
AN AGREEMENT TO REPLACE AN EXISTING CHAMPAIGN/URBANA
SOLID WASTE DISPOSAL SYSTEM AGREEMENT
(City of Champaign/City of Urbana)

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

Section 1. That the attached Champaign/Urbana Solid Waste
Disposal System Agreement is approved.

Section 2. That the Mayor is authorized to execute the
Agreement approved in Section 1 above.

Section 3. That the City Clerk is hereby directed to transmit
a copy of this Ordinance to the City of Champaign, Illinois.

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.

PASSED by the City Council this 1st day of October,
1990.


Ruth S. Brookens
Ruth S. Brookens, City Clerk

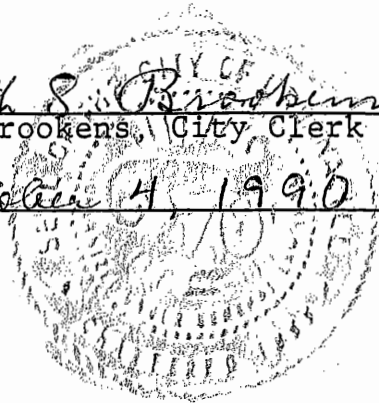
APPROVED by the Mayor this 5th day of October,
1990.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 9091-42 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

October 4, 1990
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 have engaged 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, §6),

WHEREAS, the 1970 Illinois Constitution (Art. VII, §10) and the Illinois Revised Statutes, 1973, Ch. 127, §§ 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 agreement 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 of this agreement.
- (b) The System shall have, and is hereby delegated, subject to the approval of the annual budget (Section 6 herein) 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

allocations 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 power in the acquisition or sites for solid waste disposal facilities.

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 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 without 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 establishments operation and maintenance of the solid waste disposal facilities under this agreement.
- (b) The director shall administer 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 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, §§ 3-2-9.1 to 9-2-9.10)
- (b) 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 on an equal basis.

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 of 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 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.

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) day 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 thereby be established, when executed by the City of Champaign and the City of Urbana. Unless otherwise terminated, this agreement shall be effective for thirty (30) years.

11. Governing Law.

This agreement shall be construed in accordance with the law 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: *Daniel J. Callum*
Mayor

Date: 9-20-90

Attest: *Marilyn L. Banks*
City Clerk

CITY OF URBANA

By: _____
Mayor

Date: _____

Attest: _____
City Clerk