

ORDINANCE NO. 9697-111

AN ORDINANCE APPROVING  
AN AGREEMENT WITH CHAMPAIGN COUNTY AND THE CITY OF CHAMPAIGN  
(Operation of the Landscape Recycling Center)

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

Section 1. That an Agreement Between the City of Urbana and Champaign County and The City of Champaign for the Operation of the Landscape Recycling Center, in 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. That 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 7th day of April, 1997.

AYES: Kearns, Patt, Pollock, Ryan, Taylor, Whelan

NAYS:

ABSTAINED:

APPROVED by the Mayor, this 7th day of April, 1997.



Phyllis D. Clark  
Phyllis D. Clark, City Clerk

Tod Satterthwaite  
Tod Satterthwaite, Mayor

THIS ORDINANCE CONSISTS OF 1 PAGES.

Initials DR

AN AGREEMENT



**BETWEEN THE CITY OF URBANA AND CHAMPAIGN COUNTY AND  
THE CITY OF CHAMPAIGN FOR THE OPERATION OF THE LANDSCAPE  
RECYCLING CENTER.**

THIS AGREEMENT is made and entered into by and between the City of Urbana ("Urbana"), Illinois, and the County of Champaign, Illinois ("County"), and the City of Champaign, Illinois ("Champaign").

WHEREAS, the Illinois Solid Waste Planning and Recycling Act (415 ILCS 15/1, et seq.), herein referenced as the "Act," provides that the County should have the primary responsibility for the management of municipal waste within its boundary; and

WHEREAS, the Act requires that the County periodically update the Champaign County Solid Waste Plan which will provide for the processing, disposal and recycling facilities and programs necessary to continue a twenty-five percent (25%) recycling rate; and

WHEREAS, the Act requires that each Solid Waste Plan is to include recycling programs which provide for separate collection and processing of leaves brush and other yard waste materials; and

WHEREAS, the County, and Urbana and Champaign have under a prior intergovernmental agreement (known as the ISWDA Agreement) provided for the operation of a local composting facility for such purpose, commonly known as the Landscape Recycling Center ("LRC"); and

WHEREAS, the parties are desirous of entering into this agreement for the benefit of the parties hereto and the benefit of their citizens.

NOW, THEREFORE, on this 15 day of June, 1997, it is agreed as follows:

**Section 1. Term.** This Agreement shall commence on the first day of June, 1997 and terminate on June 1, 2002 unless sooner terminated as provided in Section 5e.

**Section 2. Compliance With the Law.**

(a) The Illinois Environmental Protection Agency ("I.E.P.A.") has issued an operating permit (Permit #1990-073-DE/OP) to Urbana and Urbana shall be responsible for operating the LRC (I.E.P.A. Site #0191050019) in accordance with the operating permit and standard conditions issued June 11, 1992. A copy of this permit is attached hereto as Exhibit A and made a part of this Agreement.

(b) It is recognized by the parties that Urbana is responsible for operation of the LRC and, as such, shall establish Rules and Regulations relating to the administration and operational procedures to be used at the LRC. Urbana shall give the County and Champaign prior notice of substantial rule changes and give good faith consideration to input from the County and Champaign about the proposed changes.

(c) Urbana will comply with the provisions of all applicable local, state and federal laws and applicable rules and regulations.

(d) The County and Champaign shall at all times during this Agreement have access to the Site according to the Rules and Regulations established by Urbana. Those rules shall provide access upon the same terms and conditions as Urbana has access to the Site. For the purposes of this agreement the jurisdiction of the County shall include all non-home rule municipalities and the Village of Rantoul.

**Section 3. Equipment.**

(a) The original equipment which was acquired under the ISWDA Agreement, is acknowledged to be owned by the parties equally in common. An inventory of this equipment is attached hereto as Exhibit B.

(b) It is recognized by the parties that a vehicle and equipment replacement fund (VERF) has been developed for the purpose of reserving adequate funds for the replacement of vehicles and equipment upon their useful life being exhausted. This fund only provides for the

replacement of equipment currently owned in common and necessary for the successful operation of the LRC. A separate line item in the annual operating budget is reserved for annual contributions to this fund. Any equipment purchased with VERF funds or other funds provided by the parties shall be owned equally by the parties in common.

It is further acknowledged that certain equipment items will be required to be replaced during the term of this Agreement and that Urbana will be responsible for the disposition of replaced equipment and purchase of new equipment in accordance with said replacement schedule, provided adequate funds exist in the VERF fund. If adequate funds do not exist, then all parties shall be required to seek approval from their governing bodies prior to purchase.

#### **Section 4. Use of Real Property.**

(a) The County and Champaign acknowledge that Urbana is providing the use of certain real property consisting of approximately 27.4 acres located in the northwest quarter of Section 9, T19N, R9E, of the 3rd P.M., to conduct the site operations and is also providing the use of a 60' x 60' metal building. The location of the LRC is commonly known as 1210 East University Avenue, Urbana, Illinois. Urbana agrees not to increase the land rent charged to the operating budget of the LRC during the term of this agreement.

#### **Section 5. Budget.**

(a) The operating budget for the Landscape Recycling Center shall be contained in the City of Urbana's Annual Budget document. A budget shall be prepared by Urbana and jointly reviewed by all the parties prior to inclusion into the annual budget document.

(b) Urbana shall provide an accounting of the revenues and expenses on a calendar quarterly basis. If such accounts are not objected to prior to the next accounting, they shall be conclusively presumed to be accurate. A final accounting for a given fiscal year will be provided to the parties and any prorata share of operating deficits shall be due and payable to Urbana within thirty (30) days following the date of invoice.

(c) The parties agree to share the cost of operation on an equal basis. The "cost" of operation shall, for the purpose of this section, be the gross cost of materials, equipment, personnel, and administrative costs reasonably related to the operation less revenues generated by the fees charged for disposal and for the sale of processed materials.

(d) At the end of each fiscal year any funds constituting a surplus over any outstanding current debt, excluding the VERF, shall be committed to an operating reserve fund. This reserve fund shall accumulate a balance of \$25,000 before any disbursement shall be made to the parties. At such time, any remaining surplus shall be distributed to the parties equally.

(e) Each party agrees to pay up to fifteen-thousand dollars (\$15,000) each to cover any annual operating deficit, should it occur. If such deficits should exceed \$45,000 annually, after application of any reserve funds, a party shall be free to unilaterally terminate this agreement upon ninety (90) days written notice to the other parties.

Upon receipt of such notice, the remaining parties shall meet and determine whether the operation of the Landscape Recycling Center can continue. If the parties determine that operation can continue then a new agreement is to be prepared.

The terminating party will be required to satisfy its equal share of any existing liability. This liability shall include an equal share of the estimated costs required for closure of the Landscape Recycling Center in accordance with the provisions of the Illinois Environmental Protection Act. The terminating party shall relinquish all rights of ownership to the equipment owned in common as related to this agreement. If any such funds allocated to that party remain in the VERF or reserve fund after satisfying this debt, those funds shall be returned to that party.

If the remaining parties determine to close the operation of the Landscape Recycling Center, then the parties agree to sell all equipment held in common. Such equipment shall be either purchased at its fair market value by any interested party or sold at public auction, sealed bid or other acceptable purchasing procedure. Any funds resulting from such sale shall be combined with any VERF or operating reserve funds to satisfy any and all liabilities or debts of the Landscape Recycling Center. Any remaining surplus shall be distributed to the parties equally.

#### **Section 6. Miscellaneous.**

(a) Nothing in this agreement shall prohibit the parties from encouraging residential backyard composting or other legal use of landscape waste.

**Section 7. Notices.**

For purposes of this agreement, notices shall be deemed given as of the date notices are deposited by first class mail addressed to the other party to each of the parties representatives listed below at the addresses specified herein or such other addresses specified by the party in writing:

Notices shall be sent to the following three addresses:

- (1) Chief Administrative Officer; P. O. Box 219; Urbana, IL 61803.
- (2) City Manager; 102 North Neil Street; Champaign, IL 61820.
- (3) County Administrator; 1776 East Washington; Urbana, IL 61802.

\* \* \*

**IN WITNESS WHEREOF, Urbana and the County have caused this Agreement to be executed and delivered as of the date set forth beneath their respective signatures.**

CITY OF URBANA, ILLINOIS

BY: James H. Hance  
Mayor Pro Tem

DATE: July 10, 1997

ATTEST: Phyllis D. Clark  
City Clerk

COUNTY OF CHAMPAIGN, ILLINOIS

BY: Francis Barber  
County Board Chairman

DATE: April 15, 1997

ATTEST: Dennis R. Perry  
County Clerk

CITY OF CHAMPAIGN, ILLINOIS

BY: Paul G. Perry  
Asst. City Manager

DATE: 6-6-97

ATTEST: Marilyn K. Blaker  
City Clerk

Approved as to form  
7/28 CB97-97



217/524-3300

## EXHIBIT A

June 11, 1992

City of Urbana  
Public Works Solid Waste Division  
706 South Glover  
Urbana, Illinois 61801

Re: 0191050019 -- Champaign County  
Yard Waste Reclamation Compost  
Permit No. 1990-073-DE/OP  
Log No. 1992-135  
Permit File

Gentlemen:

Permit is hereby granted to the City of Urbana to renew the development and operating permit for the landscape waste composting facility consisting of 27.43 acres in the northeast quarter of Section 9, Township 19 North, Range 9 east of the Third Principal Meridian, Champaign County, Illinois all in accordance with the application and plans prepared by Mr. Michael J. Brunk of City of Urbana, dated April 14, 1992 and received by the Agency on May 11, 1992. Final plans, specifications, application and supporting documents as submitted and approved shall constitute part of this permit and are identified on the records of the Illinois Environmental Protection Agency, Division of Land Pollution Control by the permit number(s) and log number(s) designated in the heading above.

The permit is renewed subject to the standard conditions attached hereto and incorporated herein by reference, and further subject to the following special conditions. In case of conflict between the application and plans submitted and these special conditions, the special conditions of this permit shall govern.

1. This permit shall expire June 1, 1997. For the operation to continue, reapplication for permit must be submitted at least ninety (90) days prior to the expiration date.
2. Operation may not begin until completion of development.
3. The type(s) of waste that may be composted at this facility shall be limited to leaves, grass and brush.



Page 2

4. Measures shall be taken to ensure that the waste does not become wind strewn or ignited and that no other provisions of the Environmental Protection Act are violated.
5. The facility shall be operated to prevent problems with odor and to maximize the decomposition process.
6. Material may be received at the composting unit from 8:30 a.m. to 3:30 p.m. every day of the week, except on holidays.
7. Runoff from the permitted facilities shall not cause or contribute to a violation of the water quality standards contained in Ill. Adm. Code 302. The permittee shall implement best management practices to control runoff.
8. The permittee shall submit an annual report to the Agency. The permittee shall report on or before April 1 of each year for the life of the compost unit. The report shall include an estimate of weight (tons) and volume (cubic yards) of materials accepted at site for composting.
9. The Agency shall be notified in writing of site closure within thirty days of termination of operation. A Final Composting Report shall be submitted to the Agency, and shall include the information in the Annual Report for the time elapsed since the end of the last report period.
10. Any modification to the facility shall be the subject of an application for supplemental permit for site modification submitted to this Agency.
11. Permittee shall notify the Agency of any changes from the information submitted to the Agency in its application for a developmental and operating permit for this site. Permittee shall notify the Agency of any changes in the names or addresses of both beneficial and legal titleholders to the herein-permitted site. Such notification shall be made in writing within fifteen (15) days of such change and shall include the name or names of any parties in interest and the address of their place of abode; or, if a corporation, the name and address of its registered agent.
12. At the time of closure, any material not fully composted shall be managed at a composting facility operating in accordance with Section 21(q) of the Illinois Environmental Protection Act.

Except as modified in the above documents, this facility shall be operated in accordance with Permit No. 1990-073-DE/OP, dated June 22, 1990.





Page 3

The original and two (2) copies of all certifications or reports which are required to be submitted to the Agency by the permittee should be mailed to the following address:

Illinois Environmental Protection Agency  
Planning and Reporting Section  
Facilities Reporting Unit  
Division of Land Pollution Control -- #24  
2200 Churchill Road  
Post Office Box 19276  
Springfield, Illinois 62794-9276

Very truly yours,

Lawrence W. Eastep, P.E., Manager  
Permit Section  
Division of Land Pollution Control  
Bureau of Land

<sup>KMB</sup>  
LWE:KMB:1at/0106Z,3-5

cc: Michael J. Brunk, P.E.

STANDARD CONDITIONS FOR CONSTRUCTION/DEVELOPMENT PERMITS  
ISSUED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

July 1, 1979

The Illinois Environmental Protection Act (Illinois Revised Statutes, Chapter 111-1/2, Section 1039) grants the Environmental Protection Agency authority to impose conditions on permits which it issues.

These standard conditions shall apply to all permits which the Agency issues for construction or development projects which require permits under the Divisions of Water Pollution Control, Air Pollution Control, Public Water Supplies, and Land and Noise Pollution Control. Special conditions may also be imposed by the separate divisions in addition to these standard conditions.

1. Unless this permit has been extended or it has been voided by a newly issued permit, this permit will expire two years after date of issuance unless construction or development on this project has started on or prior to that date.
2. The construction or development of facilities covered by this permit shall be done in compliance with applicable provisions of Federal laws and regulations, the Illinois Environmental Protection Act, and Rules and Regulations adopted by the Illinois Pollution Control Board.
3. There shall be no deviations from the approved plans and specifications unless a written request for modification of the project, along with plans and specifications as required, shall have been submitted to the Agency and a supplemental written permit issued.
4. The permittee shall allow any agent duly authorized by the Agency upon the presentation of credentials:
  - a. to enter at reasonable times the permittee's premises where actual or potential effluent, emission or noise sources are located or where any activity is to be conducted pursuant to this permit.
  - b. to have access to and copy at reasonable times any records required to be kept under the terms and conditions of this permit.
  - c. to inspect at reasonable times, including during any hours of operation of equipment constructed or operated under this permit, such equipment or monitoring methodology or equipment required to be kept, used, operated, calibrated and maintained under this permit.

**EXHIBIT B**

LANDSCAPE RECYCLING EQUIPMENT INVENTORY

FEBRUARY 1997

1. 1996 - Vermeer Tub Grinder  
model TG400
2. 1993 - Caterpillar Track Type (Crawler) Loader  
model 953
3. 1989 - Case International Tractor  
model 7110
4. 1989 - Wildcat Compost Turner  
model CX700M
5. 1986 - Vermeer Log Splitter  
model LS200
6. 1989 - Chevrolet Dump Truck  
model C30
7. 1991 - GMC Pickup Truck  
model 515
8. 1 - Stihl Chain Saw  
model 084
9. 1991 - Scat Compost Turner (*pending outcome of Rantoul negotiations*)  
model 482BH Engine Serial #E250215 model #444 Part #6007 Ford