

RESOLUTION NO. 2019-10-041R

**A RESOLUTION ACCEPTING A MIDWEST GROWS GREEN GRANT FROM
THE IPM INSTITUTE OF NORTH AMERICA, INC.**

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, the City is committed to using natural lawn care techniques, including mowing high, core aeration, and top-dressing turf grass with compost fertilizer, to avoid the harmful effects of synthetic chemicals on people, pets, wildlife, and waterways; and

WHEREAS, the Integrated Pest Management Institute of North America, Inc. (“IPM”) is a 501(c)(3) non-profit organization formed to improve sustainability in agriculture and communities through integrated pest management and other sustainable practices; and

WHEREAS, the City is partnering with IPM to engage residents and institutions to practice synthetic chemical free, natural lawn care; and

WHEREAS, IPM has offered a \$2,500 reimbursement grant to the City through the Midwest Grows Green natural lawn care program to subsidize the purchase of a compost spreader; and

WHEREAS, such purchase will allow the City to mechanize the process of top-dressing turf grass with compost fertilizer obtained from the Landscape Recycling Center, thereby facilitating the City’s natural lawn care techniques; and

WHEREAS, funds are available to effectuate the purchase of a compost spreader; and

WHEREAS, the City Council, after due consideration, finds that the acceptance of this grant, in accordance with the terms of the Compost Spreader Procurement Agreement attached hereto is in the best interests of the residents of the City and is desirable for the welfare of the City’s government and affairs.

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

Section 1.

The City of Urbana, Illinois, hereby accepts a \$2,500 reimbursement grant from the IPM Institute of North America, Inc. to subsidize the purchase of a compost spreader, substantially upon such terms as contained in the copy of the Compost Spreader Procurement Agreement attached hereto and hereby incorporated by reference.

Section 2.

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.

Section 3.

From and after the execution and delivery of such Agreement, the Sustainability & Resilience Officer is hereby authorized and directed to perform all acts necessary on behalf of the City of Urbana to carry out the purpose and intent of this Resolution.

PASSED BY THE CITY COUNCIL this 21st day of October, 2019.

AYES: Brown, Hazen, Hursey, Jakobsson, Miller, Roberts, Wu

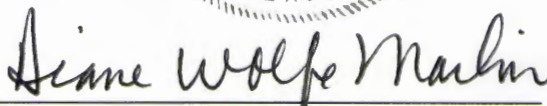
NAYS:

ABSTENTIONS:



Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this 22nd day of October, 2019.



Diane Wolfe Marlin, Mayor

COMPOST SPREADER PROCUREMENT AGREEMENT

This agreement is made between the Integrated Pest Management Institute of North America ("IPM") and the City of Urbana, Illinois ("Urbana"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto. The parties agree as follows:

1. **IPM's Commitment.** IPM agrees to reimburse Urbana the amount of \$2,500 upon receipt of an invoice for the purchase of a compost spreader. Urbana shall be the owner of the compost spreader.
 2. **Urbana's Commitment.** Urbana agrees to purchase a compost spreader and shall be responsible for all procurement costs beyond the IPM's \$2,500 contribution. Upon purchase of a compost spreader, Urbana shall submit a copy of the purchase invoice to IPM for reimbursement of \$2,500. Urbana also agrees to demonstrate the use of the compost spreader in IPM's Midwest Grows Green promotional events in 2019. Further, Urbana agrees to allow the Urbana Park District to use the compost spreader for once per year for two years to trial the replacement of synthetic fertilizers with compost fertilizer at one ballfield under their management.
 3. **Default.** Either party may terminate this agreement at any time for cause if the other party breaches any term of this agreement and does not cure such breach by the 30th day after written notice is given. The party giving notice shall specify the reason or reasons for such termination and shall state the effective date of such termination if the breach is not fully corrected.
 4. **Assignment.** IPM shall not assign its rights under this agreement unless Urbana provides its prior written express consent of the proposed assignee of such rights, which consent Urbana may withhold in its sole discretion.
 5. **Entire agreement; amendments.** This agreement constitutes the entire agreement between the parties concerning the subject matter and supersedes all prior agreements or understandings pertaining to the matter of this agreement. Any modification of this agreement must be in writing and signed by the parties.
 6. **Notices.** Except where the terms of this agreement expressly provide otherwise, the parties shall give all notices required or permitted by this agreement in writing, addressed as set forth below, unless another address is provided in writing. Notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier.
- Urbana: Scott Tess, Environmental Manager, City of Urbana, 706 South Glover Ave., Urbana, Illinois, 61802
- IPM: Ryan Anderson, Community IPM Outreach Specialist, IPM Institute of North America, Inc., 211 S. Paterson Street, Suite 380, Madison, WI 53703
7. **Authority.** Each party represents to the other that the person signing this agreement on behalf of the party is authorized and empowered to enter into this agreement by and on behalf of such party and to bind that party to all terms, performances, and provisions herein set forth.
 8. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and

the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

The parties are signing this agreement on the dates indicated below their signatures.

Integrated Pest Management Institute of North America

City of Urbana, Illinois

BY:

BY:

Ryan Anderson

Diane Wolfe Marlin

Name: Ryan Anderson
Title: Community IPM Outreach Specialist

Diane Wolfe Marlin
Mayor

Date: September 4, 2019

Date: Oct. 22, 2019

Attest:

Charles A. Smyth

Charles A. Smyth, City Clerk

