
TO: Mayor Diane Wolfe Marlin and City Council Members
FROM: Scott R. Tess, Sustainability & Resilience Officer
DATE: Monday, August 3, 2020
TIME: 7:00 P.M.
SUBJECT: Champaign-Urbana Solid Waste Disposal System Agreement

MEMORANDUM

Brief Description

Since 1975, 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 known as the Champaign Urbana Solid Waste Disposal System (CUSWDS) Landfill. The CUSWDS landfill represents only certain portions of the closed Urbana Landfill Complex.

Landfills require monitoring and maintenance in order to limit the risk of negative impact on human health and the environment. CUSWDS samples and analyzes liquids within the landfill called leachate. Samples consistently result in pollution levels well below legal limits. CUSWDS also pumps leachate from within the landfill to the nearby wastewater treatment plant under the direction of a wastewater discharge permit to limit seepage of leachate from the landfill to adjacent lands and to maintain the integrity of the landfill slopes and caps. Finally, CUSWDS manages woody and non-woody vegetation to maintain the integrity of the landfill slopes and caps. CUSWDS employs a laboratory consultant and a hydrogeologist consultant to perform some of this work.

New CUSWDS Agreement

The current CUSWDS Agreement expires September 20, 2020. Changes in the updated CUSWDS Agreement include:

1. Clarity on language
 - a. Changing Management Group to Board.
 - b. Adding a Co-director to the agreement in accordance with current practice.
2. Authorities of the System
 - a. Observe, sample, or otherwise monitor the CUSWDS Landfill;
 - b. Maintain the structural integrity of the CUSWDS Landfill;
 - c. Allow compatible uses on top of the CUSWDS Landfill;
3. Budget approved by the CUSWDS Board as other intergovernmental agencies do.
4. Clarity on property ownership and disposition.

Financial Impact

The City of Urbana general fund provides fifty percent of the funding for the CUSWDS budget. The University of Illinois provides a 20% reimbursement of the past fiscal year's actual expenditures. The CUSWDS budget is typically \$50,000 to \$60,000 per year. The potential cost of a pollution release is in the millions of dollars.

Requested Action

Staff recommends approval of a resolution authorizing the Mayor to execute the CHAMPAIGN-URBANA SOLID WASTE DISPOSAL SYSTEM AGREEMENT.

RESOLUTION NO. 2020-08-034R

CHAMPAIGN-URBANA SOLID WASTE DISPOSAL SYSTEM AGREEMENT

WHEREAS, the cities of Champaign and Urbana are home rule units as provided in Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the University is a State of Illinois institution of higher learning; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide authority for intergovernmental co-operation by, between and among agencies of the State of Illinois, including the University, and home rule units of local government, including Champaign and Urbana; and

WHEREAS, at least since 1975, 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 known as the Champaign Urbana Solid Waste Disposal System (CUSWDS) Landfill; and

WHEREAS, the University, at least since 2002, has engaged with Champaign and Urbana in joint planning and development of facilities for the disposal of solid waste generated in Champaign County also known as the CUSWDS Landfill; and

WHEREAS, CUSWDS is deemed a Municipal Joint Action Agency as construed in the Intergovernmental Cooperation Act. 5 ILCS 220/1 et seq. Section 3.2(c)(viii)(1) expressly provides that Municipal Joint Action Agencies may contract with a party to pay part of the “operating expenses of a waste project.” 5 ILCS 220/3.2(c)(viii)(1). Likewise, Section 3.2(c)(iv) generally allows a Joint Action Agency to enter into contracts “necessary or convenient to the exercise of its power.”

WHEREAS, the CUSWDS Landfill has been established, operated for a period of time, and is now closed to acceptance of any further solid waste disposal; and

WHEREAS, landfills require monitoring and management in order to limit their negative impact on the health and environment of surrounding and nearby communities including Champaign, Urbana and the University.

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

Section 1. The Champaign-Urbana Solid Waste Disposal System Agreement shall be and hereby is approved in substantially the form appended hereto and made a part hereof.

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 the Champaign-Urbana Solid Waste Disposal System Agreement in substantially the form appended hereto and made a part hereof.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2020.

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, 2020.

Diane Wolfe Marlin, Mayor

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 are home rule units as provided in Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the University is a State of Illinois institution of higher learning; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) provide authority for intergovernmental co-operation by, between and among agencies of the State of Illinois, including the University, and home rule units of local government, including Champaign and Urbana; and

WHEREAS, at least since 1975, 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 known as the Champaign Urbana Solid Waste Disposal System (CUSWDS) Landfill; and

WHEREAS, the University, at least since 2002, has engaged with Champaign and Urbana in joint planning and development of facilities for the disposal of solid waste generated in Champaign County also known as the CUSWDS Landfill; and

WHEREAS, CUSWDS is deemed a Municipal Joint Action Agency as construed in the Intergovernmental Cooperation Act. 5 ILCS 220/1 *et seq.* Section 3.2(c)(viii)(1) expressly provides that Municipal Joint Action Agencies may contract with a party to pay part of the “operating expenses of a waste project.” 5 ILCS 220/3.2(c)(viii)(1). Likewise, Section 3.2(c)(iv) generally allows a Joint Action Agency to enter into contracts “necessary or convenient to the exercise of its power.”

WHEREAS, the CUSWDS Landfill has been established, operated for a period of time, and is now closed to acceptance of any further solid waste disposal; and

WHEREAS, landfills require monitoring and management in order to limit their negative impact on the health and environment of surrounding and nearby communities including Champaign, Urbana and the University.

NOW THEREFORE, for good, valuable and mutual consideration that each Party acknowledges as having in hand received and for the mutual exchange of the terms, conditions and covenants contained herein, the Parties agree as follows:

1. Definitions.

- a. "System" means the Champaign-Urbana Solid Waste Disposal System including the CUSWDS Landfill.
- b. "Members" means the City of Champaign and the City of Urbana, and any agency subsequently added to CUSWDS pursuant to paragraphs 2 and 8 herein.
- c. "Board" means the Champaign Urbana Solid Waste Disposal System Board, which shall be the system's executive body.
- d. "Chair" means the Member on the Board which is responsible for scheduling and conducting Board meetings.
- e. "Director" means a staff person appointed by the Board with primary duties to manage the Champaign Urbana Solid Waste Disposal System.
- f. "Co-Director" means a staff person appointed by the Board with secondary duties to manage the Champaign Urbana Solid Waste Disposal System.
- g. "CUSWDS Landfill" means, the properties and buried solid waste for which the System has a management responsibility regardless of ownership of the property and is identified as CUSWDS Landfill in Exhibit A. The CUSWDS Landfill includes the entirety of parcel 91-21-10-151-007 known as the 17 Acre Site and formerly known as the Miller and Hubbard Properties. The CUSWDS Landfill also includes the entirety of parcel 91-21-10-151-006 known as the 24 Acre Site and formerly known as the Huls Property. The CUSWDS Landfill also includes the portion of parcel 91-21-09-401-007 represented in Exhibit A known as the 10 Acre Site formerly known as the Wilson Property.

2. Membership.

- a. The parties to this agreement shall be Members of the Champaign-Urbana Solid Waste Disposal System. The addition of a new Member(s) may be approved by resolution of the Board and by formal amendment of this agreement pursuant to paragraphs 4 and 8 herein.

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. Observe, sample, or otherwise monitor the CUSWDS Landfill;
 - ii. Maintain the structural integrity of the CUSWDS Landfill;
 - iii. Allow compatible uses on top of the CUSWDS Landfill;
 - iv. Accept any private or public funds as may be available for the maintenance of the CUSWDS Landfill;
 - v. Enter into agreements with any other local governmental unit or private vendor for the management of the CUSWDS Landfill;
 - vi. Perform such other acts as may be necessary or desirable for the maintenance of the CUSWDS Landfill,
4. Champaign-Urbana Solid Waste Disposal Board.
- a. The Board shall determine the policy matters related to the maintenance of the CUSWDS Landfill.
 - b. Each Member shall be represented on the Board by its chief administrative officer or a designee of that officer.
 - c. Each Member shall have a vote on the Board.
 - d. The responsibility for acting as Chair for the Board shall alternate each fiscal year between Members. The representative from Urbana to the Board shall chair the Board for Fiscal Year 2021
 - e. The Board 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 board shall be required to determine policy matters.
 - ii. The Members 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 Board without notice to the Members and the Director.
 - iv. A Member's failure, by abstaining or absence to vote on a policy matter before the board shall be construed as a vote in favor of the matter before the Board.

- 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 CUSWDS Landfill management.
 - b. The Director shall administer the System.
 - c. The Board shall have the authority to appoint and discharge the Director on such terms as the group may determine.
- 6. Champaign Urbana Solid Waste Disposal Finances.
 - a. The Director shall annually prepare a budget for submission to the Board and, when the Board shall approve the same budget, that shall be the budget for the applicable fiscal period; the budget may be amended upon resolution of the Board and, that shall be the budget for the applicable fiscal period.
 - b. The expenses related to the management of CUSWDS Landfill, until the board shall provide another option or method, shall 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 CUSWDS Landfill, shall be owned legally as follow:
 - i. Owned by the CUSWDS:
 - 1. Parcel 91-21-10-151-007 known as the 17 Acre Site and formerly known as the Miller and Hubbard Properties.
 - ii. Owned by the City of Urbana:
 - 1. Parcel 91-21-10-151-006 known as the 24 Acre Site and formerly known as the Huls Property.
 - 2. Parcel 91-21-09-401-007 known as the 10 Acre Site formerly known as the Wilson Property.
 - 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 immediately preceding termination. If reasonable efforts to sell any property of the system does not result in a sale, then all such property shall revert to the ownership of the City of Urbana.
 - 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 approved by the Members' governing bodies indicating withdrawal.
- 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.

- a. Before this agreement may be amended there must be a resolution of the Board 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 Members' governing bodies.

9. Severability.

- a. If any provision of this agreement is invalid for any reason, such invalidation shall not render invalid other provisions of this agreement.

10. Effective Date.

- a. This agreement shall be effective when executed by the City of Champaign and the City of Urbana. Unless otherwise terminated, this agreement shall terminate at 11:59pm on June 30, 2040.

11. Governing Law.

- a. 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.

[END OF AGREEMENT, SIGNATURES FOLLOW.]

For the City of Urbana, Illinois:

For the City of Champaign:

Diane Wolfe Marlin

Mayor

Date: _____

Dorothy Ann David

City Manager

Date: _____

Approved as to form:

Approved as to form:

James Simon

City Attorney

Thomas Yu

Assistant City Attorney

Attest:

Attest:

Phyllis D. Clark

City Clerk

Marilyn Banks

City Clerk

EXHIBIT "A" - CUSWDS Landfill

- Property Line ———
- Limits of Burial
- IEPA Site 0198270001:
"76 ac. site"
- Area 1 25.6 ac.
- Area 2 7.8 ac.
- Area 3 8.8 ac.
- Area 4 1.9 ac.
- Area 5 7.2 ac.
- SUBTOTAL 51.3 ac.**
- IEPA Site 0198270005:
"24 ac. site"
- Area 19.6 ac.
- IEPA Site 019820007:
"17 ac. site"
- Area 9.9 ac.
- IEPA Site 019820010:
"10 ac. site"
- Area 7.7 ac.
- TOTAL AREA OF BURIAL: 88.5 ac.**

