RESOLUTION NO. _2023-05-053R_

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ARPA SUB RECIPIENT AGREEMENT (CHAMPAIGN COUNTY ENVIRONMENTAL STEWARDS)

WHEREAS, the City of Urbana, classified as a metropolitan city with a population below 250,000, was awarded \$12.97 million in funds as part of the State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) in March 2021; and

WHEREAS, the City of Urbana entered into a Project and Fiscal Management Agreement with the Champaign County Regional Planning Commission (RPC) in order to solicit meaningful public input, draft a concept plan outlining desired outcomes, and monitor and report on uses of ARPA funds in a fiscally responsible, outcome-oriented manner; and

WHEREAS, the City of Urbana allocated \$2.5 million of ARPA SLFRF funds under the Standard Allowance provision of the US Treasury's *Final Rule* for the purposes of replacing lost public sector revenue to be spent on governmental services; and

WHEREAS, the City of Urbana has adopted the Concept Plan, which contains eight Funding Goals for the remaining ARPA funds; and

WHEREAS, the City of Urbana adopted the ARPA Concept Plan Project List on February 27, 2023, allocating \$9,949,343 in funds to 25 projects; and

WHEREAS, Each sub-recipient of ARPA funds is required to enter into a contract with the City of Urbana that details the project dates, funding distribution timeline, performance standards, and additional terms and conditions applicable to the individual project; and

WHEREAS, all sub-recipients shall complete all reporting requirements set forth by ARPA regulations and the City of Urbana; and

WHEREAS, the project Establish a Household Hazardous Waste Collection Facility by Champaign County Environmental Stewards was allocated \$175,000 as part of the ARPA Concept Plan Project List.

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

Section 1. That an Agreement providing \$175,000 in ARPA SLFRF funds, for the purpose of *Establish a Household Hazardous Waste Collection Facility*, performed by Champaign County Environmental Stewards, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

<u>Section 2.</u> That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver said Agreement on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this 22nd day of May, 2023.

AYES: Wu, Evans, Hursey, Kolisetty, Quisenberry

NAYS: None

ABSTENTIONS: Wilken



APPROVED BY THE MAYOR this 6th day of June, 2023.

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SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF URBANA AND CHAMPAIGN COUNTY ENVIRONMENTAL STEWARDS FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY

This Subrecipient Agreement ("Agreement") is entered as of April 24, 2023, by and between the Champaign County Environmental Stewards, with an address of 1404 W. Washington St. CHAMPAIGN, IL 61821 and the City of Urbana, Illinois ("City"), with an address of 400 S. Vine Street, Urbana, IL 61801, collectively "the Parties."

WHEREAS, the City is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.I. 117-2 ("ARPA Funds"); and

WHEREAS, the City is authorized by Section 603(c)(1)(A) of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

WHEREAS, Champaign County Environmental Stewards is a 501(c)3 Non-Profit Organization that supports efforts to provide assistance to Champaign County residents with safe and convenient collection options for household hazardous waste; and

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in establishing a household hazardous waste collection facility.

NOW, THEREFORE, the Parties agree as follows:

- 1. **Purpose and Scope.** The Parties intend for this Agreement to provide the foundation and structure for capital costs to establish a Household Hazardous Waste Collection Facility through the following understanding:
 - a. Household Hazardous Waste Collection Facility: CCES proposes to use the requested ARPA Funds for capital costs to establish a household hazardous waste (HHW) collection facility in Champaign County. A safe and secure HHW collection program at a convenient HHW collection facility, open year-round, part-time, can better protect the health and safety of our community.
 - b. **Project Scope**: Champaign County Environmental Stewards shall perform the Scope of Services as defined in Attachment A
 - c. **Funding**: The City shall transfer ARPA Funds to Champaign County Environmental Stewards in an amount of up to \$175,000 in support of this Scope of Services beginning in City fiscal year 2023, according to the projected budget in Attachment A. The transfer of funds shall be made in the form of quarterly reimbursements, unless otherwise noted. In order for funds to be released, Champaign County Environmental Stewards must submit a Risk Assessment Form as provided by the City alongside this signed contract. Each release of funds must be preceded by Champaign County Environmental Stewards's submission of a quarterly Reporting Form, along with any required documentation, as provided by the City. The Risk Assessment Form and Reporting Form shall be made available by the City to Champaign County

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Environmental Stewards in a fillable format.

2. Roles and Responsibilities of Champaign County Environmental Stewards.

- a. Champaign County Environmental Stewards agrees to cooperate with meetings conducted by Urbana City Council members and/or City staff, as requested, to review programs in progress.
- b. Champaign County Environmental Stewards shall adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to Generally Accepted Accounting Principles (GAAP) and the requirements of Federal Uniform Guidance (2 CFR Part 200).
- c. Champaign County Environmental Stewards shall be required to repay the City in the amount of ARPA Funds that are not spent in accordance with the regulations and requirements specified in Federal regulations and this Agreement.
- d. Champaign County Environmental Stewards shall submit reporting information to the City as required by the Department of Treasury, upon request of the City. Information shall include, but is not limited to: quarterly updates on program details, program timeline and status, program impact, and expenditure information and status. Additional reporting that may be required as applicable to Household Hazardous Waste Collection Facility may also include: ARPA Funds spent and obligated (along with documentation of expenses), project status, number of households served, and Impacted or Disproportionately Impacted Populations (as defined by the Coronavirus State and Local Fiscal Recovery Funds Final Rule) served by the project. Reporting requirements shall be specified by the City.
- e. Champaign County Environmental Stewards shall provide to the City, upon reasonable notice, access to and the right to examine such books and records of Champaign County Environmental Stewards and shall make such reports to the City as the City may reasonably require so that the City may determine whether there has been compliance with this Agreement and the Federal regulations and requirements for the expenditure of ARPA Funds. All reports and records related to the project must be maintained for the required period of time, according to applicable Federal and State laws, rules or regulations (typically 5 years). If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues that arise from it, or until the end of the required period, whichever is later.
- f. No person shall be excluded from participation in programs the City is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. Champaign County Environmental Stewards understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.

g. Champaign County Environmental Stewards shall comply with all applicable Federal, State or local statutes, ordinances, and regulations.

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- h. Champaign County Environmental Stewards shall not use any of these ARPA Funds for lobbying purposes. ARPA Funds shall not be used to influence an officer or employee of any agency, including the City, in connection with any Federal, State, or local contract, grant, loan, or cooperative agreement. If it is determined by the City that any expenditure made with the ARPA Funds provided under this Agreement is prohibited by law, Champaign County Environmental Stewards shall reimburse the City any amount that is determined to have been spent in violation of the law.
- i. Champaign County Environmental Stewards shall enforce all applicable terms and requirements of this Agreement with any subgrantees or partners of this program and is liable for all subgrantee and partner activity related to this the expenditure of ARPA Funds and this Agreement.
- j. Champaign County Environmental Stewards shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

3. Household Hazardous Waste Collection Facility

- a. Services: Champaign County Environmental Stewards shall undertake activities toward establishing a Household Hazardous Waste Collection Facility under the following requirements:
 - i. Champaign County Environmental Stewards shall undertake costs in accordance with the proposed budget and details provided in Attachment A.
 - ii. Household Hazardous Waste Collection Facility shall start on project start date provided in Attachment A.
 - iii. Household Hazardous Waste Collection Facility shall comply with all additional terms and conditions provided in Attachment A.
 - iv. Champaign County Environmental Stewards shall work towards and report on all *Key Objectives and Measurable Outcomes* provided in Attachment A.
- b. Governance: The Household Hazardous Waste Collection Facility activities shall be overseen by the Champaign County Environmental Stewards Board of Directors *and include the following responsibilities:*
 - i. Duly adopt or pass as an official act a resolution, motion, or similar action authorizing execution of this Agreement including all understandings and assurances contained herein, and direct and designate the authorized representative of Champaign County Environmental Stewards to act in connection with this Agreement and to provide such additional information as may be required.
 - ii. Review reports and program adherence.
 - iii. Review significant changes in programs and discuss with the City prior to request for approval and implementation.

4. Roles and Responsibilities of the City.

a. The City shall provide ARPA Funds to Champaign County Environmental Stewards in the amount of up to \$175,000, in the form of quarterly reimbursements, available beginning in 2023. Funds shall be made available in a reasonable period of time after required reports, forms, and receipts are submitted and reviewed by the City.

- b. The City shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with Federal law, and in compliance with the intended purpose and outcomes of the funds and project as set forth in this Agreement.
- c. The City is not responsible in any way for the operations of Champaign County Environmental Stewards.

5. Primary Contacts

 a. The City has contracted with the Champaign County Regional Planning Commission (RPC), who shall supervise and monitor compliance with ARPA reports and regulations. The RPC shall also serve as the City's primary contact with Champaign County Environmental Stewards unless the City directs otherwise in writing.
Name: J.D. McClanahan Title: Planner II, Champaign County Regional Planning Commission Telephone: 217-328-3313, ext. 196

Email: jmcclanahan@ccrpc.org

b. The following individual shall serve as the Subrecipient's primary contact with the City unless that individual directs otherwise in writing:

Name: Susan Monte Title: Executive Director, Champaign County Environmental Stewards Telephone: 217-600-1516 Email: <u>smonte@ccenvstew.com</u>

- 6. **Term.** This Agreement shall commence upon its execution between the Parties and shall remain in effect until December 31, 2026. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, Champaign County Environmental Stewards shall maintain all records and documents related to this Agreement for such period as may be required by ARPA rules and regulations and any other applicable Federal or State law (typically 5 years).
- 7. **Timeliness.** Time is essential to the performance of this project. Funds not spent during the anticipated period, as shown in Attachment A, due to a delay in the project, or component thereof, inclusive of unavoidable delays, may be subject to forfeiture.

Any and all discrepancies between anticipated timeline of expenditures and actual expenses shall be explained in submitted quarterly report materials. A variance of more than +/- 25 percent between estimated and actual eligible expenditures to date shall mandate an amended timeline, agreed upon by both the City and Champaign County Environmental Stewards. Beginning with the 2nd quarterly report in 2026, any variance greater than 5% shall mandate an amended timeline. The City shall not provide any reimbursement until the timeline is amended. Notwithstanding anything herein to the contrary, all expenditures and completion of the terms of this Agreement shall be on or before December 31, 2026, and such deadline shall not be subject to amendment.

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- 8. **Termination**. The Agreement may be terminated by either Party upon a 30-day notice in writing to the other Party. Upon termination, Champaign County Environmental Stewards shall provide to the City an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the City. Additionally, if Champaign County Environmental Stewards does not spend the ARPA Funds in accordance with the Federal regulations and requirements concerning ARPA Funds, as well as the requirements specified in this Agreement, Champaign County Environmental Stewards shall be required to repay the City in the amount of ARPA Funds that were utilized incorrectly. The requirement to repay misused funds shall remain in effect for the entire original term even after the early termination by either Party.
- 9. **Amendments**. This Agreement may be amended only by an agreement of the Parties executed in the same manner in which this Agreement is executed.
- 10. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party shall not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
- 11. Indemnity. Champaign County Environmental Stewards agrees to indemnify and hold harmless the City, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by Champaign County Environmental Stewards, its respective successors and assigns that occurs in connection with this Agreement. This includes, but is not limited to:
 - a. The loss of any monies paid to Champaign County Environmental Stewards.
 - b. Fraud, defalcation, or dishonesty on the part of any person representing, employed by, contracted, or subtracted by Champaign County Environmental Stewards.
 - c. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence, or default on the part of Champaign County Environmental Stewards or any of its contractors, subcontractors, suppliers, and laborers etc. in the execution or performance of this Agreement.

This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either Party. In the event that any actions, suit, or proceeding is brought against the City upon any liability arising out of the Agreement, or any other matter indemnified against, the City at once shall give notice in writing thereof to Champaign County Environmental Stewards by registered or certified mail. Upon receipt of such notice, Champaign County Environmental Stewards, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the City.

- 12. Limitation of Liability. Under no circumstances shall either Party be liable to the other Party or any third Party for any damages resulting from any part of this Agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery that are not related to or the direct result of a Party's negligence or breach.
- 13. Severability. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the

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Agreement and all other provisions shall continue in full force and effect as valid and enforceable.

- 14. Waiver. The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement shall not be construed as a waiver of any subsequent or further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.
- 15. Conflicts. In the event of an unresolvable dispute, both Parties agree to participate in a mediation process and to split equally any costs associated with such. Any outcomes of mediation shall be in writing and binding on the Parties.
- 16. Assignment: Champaign County Environmental Stewards shall not assign this Agreement, nor any part thereof, without the prior written approval of the City.
- 17. Legal and Binding Agreement. This Agreement is legal and binding between the Parties as Stated above. The Parties each represent that they have the authority to enter into this Agreement.
- 18. Entire Agreement. The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or

otherwise modify any terms, they shall do so only by an agreement of the Parties executed in the same manner in which this Agreement is executed.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

THE CITY OF URBANA

Diane Wolfe Marlin, Mayor

City Clerk

CHAMPAIGN COUNTY ENVIRONMENTAL STEWARDS

Dominique Gilbert, President

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Section 1. Summary

Project Summary

CCES proposes to use the requested ARPA funds to pay or to partially pay for one or more of the following upfront capital costs to establish a household hazardous waste (HHW) collection facility in Champaign County.

- 1. CCES purchase of a suitable vacant parcel on which to establish a HHW collection facility in Champaign County; and
- 2. CCES purchase of pre-design services from architectural/engineering firm to establish conceptual site and building plans for a HHW collection facility and to initiate code/agency research to further define project parameters.

CCES expects to incur the above-noted HHW project capital costs during 2023.

The CCES project to establish a HHW collection facility additionally includes the following CCES responsibilities:

- 1. Conduct a broad-based community capital campaign to procure additional needed funds for capital costs to establish a HHW collection facility;
- 2. Seek agreements from local government entities and other stakeholders to fund the annual operational costs of the HHW collection facility;
- 3. Obtain architectural and engineering plans for the HHW collection facility, obtain local siting approval and permits for the HHW collection facility, arrange for HHW collection facility construction and site improvements to take place, ensure that needed inspections take place, arrange to provide facility furnishings and signage.
- 4. Seek US EPA and Illinois EPA grant support for CCES outreach and to provide awareness and education to citizens about HHW collection options and residential electronics collection options.

A safe and secure HHW collection program at a convenient HHW collection facility, open yearround, part-time, can better protect the health and safety of our community. Access to a HHW collection facility can reduce the risks of accidental poisonings, HHW-initiated or accelerated house fires, firefighters' exposure to hazardous chemicals and highly toxic smoke, solid waste workers' exposure to improperly disposed chemicals, damage to solid waste infrastructure, wastewater treatment plant upsets, upset and damage to residential septic systems, and groundwater and surface water contamination from HHW dumping.

The Mahomet Aquifer Protection Task Force 2018 Report identified inadequate or improper HHW management as one of six contamination threats to the water quality of the Mahomet Aquifer (MA). Hazardous chemicals materials placed or dumped on ground in a recharge area can potentially contaminate the aquifer. The MA is the primary source of drinking water for more than 500,000 people in 15 Illinois counties and provides an estimated 220 million gallons of water per day to communities, agriculture, industry, and rural wells. The MA is the designated 'sole-source' aquifer and a key life-supporting groundwater resource in east central Illinois. Local action to reduce the

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threat to the quality of the aquifer by improper management of HHW needs to be a priority action for communities, companies and individuals relying on this sole-source aquifer resource. Improving the collection of HHW in the region will be an investment in maintaining the quality of the Mahomet Aquifer.

Key Objectives and Measurable Outcomes

- CCES Progress Toward Establishing a HHW Collection Facility
 - During 2023, CCES to locate and purchase a vacant suitable site on which to construct a HHW collection facility.
 - During 2023, CCES to purchase pre-design services from architectural/engineering firm to establish conceptual site and building plans for a HHW collection facility. The pre-design services include code/agency research to further define project parameters.
 - Beginning in 2023 and ongoing, CCES to seek US EPA and Illinois EPA grant support for CCES outreach and to provide awareness and education to citizens about HHW collection options and residential electronics collection options.
 - During 2023 and 2024, CCES to conduct a broad-based community capital campaign to procure additional needed funds for capital costs to establish a HHW collection facility.
 - During 2023 and 2024, CCES to seek agreements from local government entities and other stakeholders to fund annual operational costs of a HHW collection facility.
 - Prior to the target opening date of the HHW collection facility, CCES to obtain architectural, and engineering plans for the HHW collection facility, obtain local siting approval and permits for the HHW collection facility, complete facility construction and site improvements, ensure that needed inspections take place, and provide facility furnishings and signage.

Project Start Date: 4/1/23 Project Completion Date: 12/31/24

ARPA Funding

\$175,000

Changes from submitted application, and project specific conditions, if any

The award provided is approximately 58% of the amount requested in the application. This difference will be accounted for by seeking alternate funding sources in order to complete the construction of the HHW facility.

The City understands that CCES intends to purchase vacant land, in order to build the HHW facility on this land. Urbana ARPA Funds may be used for early capital costs toward the HHW facility, with

the understanding that CCES will engage in a capital campaign between Q3 of 2023 and Q4 of 2024. If the capital campaign fails to raise the necessary funds to establish the described HHW facility, the land and other already-purchased capital expenses must be used for a purpose that aligns with the project's original intent of providing opportunities for safe waste disposal to Urbana residents.

CCES will continue to provide quarterly reports through the end of the capital campaign, so that the City of Urbana is aware of the status of this campaign. During this period, the Urbana City Council may also, upon reasonable notice, require CCES to provide a report to the Council on the progress of this campaign.

Time Period	Project Expenses	ARPA Eligible Expenses	Quarterly Funding Amount	Funding Type (Upfront vs Reimbursement)	Cumulative Reimbursement
2023 Q2 (April, May, June)	n/a	n/a	n/a	n/a	n/a
2023 Q3 See Note 1	\$527,661	\$175,000	\$175,000	Reimbursement	\$175,000
2023 Q4 See Note 2	\$38,700	n/a	n/a	n/a	\$175,000
2024 Q1 See Note 2	\$38,700	n/a	n/a	n/a	\$175,000
2024 Q2 See Note 2	\$38,700	n/a	n/a	n/a	\$175,000
2024 Q3 See Note 2	\$38,700	n/a	n/a	n/a	\$175,000
2024 Q4	n/a	n/a	n/a	n/a	\$175,000
2025 Q1 See Note 3	\$1,500,000	n/a	n/a	n/a	\$175,000
2025 Q2 See Note 4	\$50,000	n/a	n/a	n/a	\$175,000
2025 Q3	n/a	n/a	n/a	n/a	\$175,000
2025 Q4 See Note 5	\$150,000	n/a	n/a	n/a	\$175,000
2026 Q1	n/a	n/a	n/a	n/a	\$175,000
2026 Q2 See Note 6	\$27,000	n/a	n/a	n/a	\$175,000
2026 Q3	n/a	n/a	n/a	n/a	\$175,000
2026 Q4	n/a	n/a	n/a	n/a	\$175,000

Project Budget and Anticipated Timeline

Project Budget and Anticipated Timeline Notes:

1. The amount of \$527,661 is the sum of (1) the expected CCES purchase price of the vacant parcel located at 901 Saline Court in Urbana, Illinois, which is \$478,961, (2) the estimated

quarterly costs to be incurred by CCES to conduct a community capital campaign to raise the additional needed funds to establish the planned HHW collection facility, which is \$38,700, and (3) the CCES cost of \$10,000 to purchase pre-design services from an architectural/engineering firm to establish conceptual site and building plan for the HHW collection facility.

- 2. The amount of \$38,700 is the estimated quarterly costs to be incurred by CCES to conduct a community capital campaign to raise the additional needed funds to establish the planned HHW collection facility. CCES expects to launch the capital campaign in August 2023 or in September 2023, and that the capital campaign duration will be 15 months.
- 3. The amount of \$1.2M to \$1.5M is the total cost estimate received from the architectural/engineering firm Architectural Expressions, in Champaign for the development of architectural drawings, site improvement planning, construction and installation, permitting and inspections of a 6,200 square foot facility to serve as the HHW collection facility, assuming the location is 901 Saline Court in Urbana.
- 4. The amount of \$50,000 represents the City of Urbana application fee for the Pollution Control Facility siting review approval.
- 5. The amount of \$150,000 is intended to provide for the listed other costs associated with CCES establishment of the HHW collection facility, including equipment, site furnishings, security fence, signage, legal review, and a financial audit.
- 6. The amount of \$27,000 is a contingency fund for CCES to use toward costs indicated in Note 5, as may be necessary.

Section 2. Additional Project Information

- 1. Executive Summary, attached hereto
- 2. Submitted Application, attached hereto
- 3. City Council Presentation, 12/14/22 #15 [Link] and slides, attached hereto