



CHAMPAIGN COUNTY BOARD ENVIRONMENT and LAND USE COMMITTEE (ELUC) AGENDA

County of Champaign, Urbana, Illinois

Thursday, February 8, 2018 - 6:30 p.m.

Lyle Shields Meeting Room

Brookens Administrative Center, 1776 E. Washington St., Urbana

Committee Members:

Aaron Esry – Chair

Pattsi Petrie – Vice-Chair

Stephanie Fortado

Jim Goss

Robert King

Brooks Marsh

Kyle Patterson

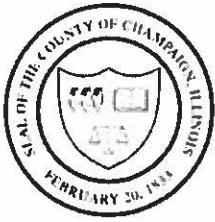
- I. Call to Order
- II. Roll Call
- III. Approval of Agenda/Addenda
- IV. Approval of Minutes
 - A. ELUC Committee meeting – January 4, 2018 1 - 3
- V. Public Participation
- VI. Communications
- VII. **For Information Only**
 - A. Update regarding Coal Ash in Floodplain of the Middle Fork of the Vermilion River 4
 - B. Update regarding Mahomet Aquifer Protection Task Force 5 – 8
- VIII. **Items to Receive and Place on File by ELUC to Allow for 30-Day Municipal Review** 9 - 20
 - A. Zoning Case 873-AT-17. Amend the text of the Zoning Ordinance as follows:
 - Part A. Amend Sections 7.1.1 and 7.1.2 to require a Special Use Permit for any Neighborhood Home Occupation or Rural Home Occupation that exceeds and/or does not meet the other requirements of Section 7.1.1 or Section 7.1.2 provided that the Home Occupation is not a prohibited Home Occupation under paragraph 7.1.1I. or 7.1.2.J. and specify that the residential use shall remain the principal use on the property and the dwelling on the subject property shall remain the principal building.
 - Part B. Amend Sections 7.1.1 to authorize “minor auto repair” as a Neighborhood Home Occupation subject to a Special Use Permit when located more than 1.5 miles from a municipality that prohibits “minor auto repair” as a home occupation and subject to several standard conditions including but not limited to a condition that minor auto repair shall be conducted inside a building and a condition that the total building area occupied by the minor auto repair shall not exceed 1,500 square feet or more than 150% of the dwelling unit area, whichever is greater.

Champaign County strives to provide an environment welcoming to all persons regardless of disabilities, race, gender, or religion. Please call 217-384-3776 to request special accommodations at least 2 business days in advance.

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- IX. **Items to be Approved by ELUC**
 - A. Annual Renewal of Recreation & Entertainment License
 - i. Champaign County Fair Association Annual License for Champaign County Fairgrounds, 1302 North Coler Avenue, Urbana, including the Champaign County Fair July 20 – July 28, 2018 21 - 33
 - ii. Recreation & Entertainment License: Generations Music Booking, NFP For Christian Music Festival. Location: Champaign County Fairgrounds, 1302 North Coler Avenue, Urbana. July 4 – July 7, 2018 34 - 44
 - B. Proposed Public Hearing for Proposed Zoning Ordinance Text Amendment to Add Requirements for “solar farm” 45 - 78
- X. **Items to be Recommended to the County Board**
 - A. An Intergovernmental Agreement Between Champaign County, Illinois, and Will County, Illinois 79 - 84
 - B. Contractor, Coordinator, and Host Site Agreement: 2018 Residential Electronics Collection 85 - 94
 - C. An Intergovernmental Agreement: 2018 Residential Electronics Collection Events cost-Sharing Agreement Between the County of Champaign, the City of Champaign, the City of Urbana and the Village of Savoy 95 - 100
 - D. Resolution Approving Written Notice to Participate in the Manufacturer E-Waste Program in 2019 under the Illinois Consumer Electronics Recycling Act 101 - 110
- XI. **Monthly Report**
 - A. October 2017 111 - 122
- XII. **Other Business**
- XIII. **Chair’s Report**
- XIV. **Designation of Items to be Placed on Consent Agenda**
- XV. **Adjournment**

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**Champaign County Board
Environment and Land Use Committee (ELUC)
County of Champaign, Urbana, Illinois**

MINUTES – SUBJECT TO REVIEW AND APPROVAL

DATE: Thursday, January 4, 2018
TIME: 6:30 p.m.
PLACE: Lyle Shields Meeting Room
 Brookens Administrative Center
 1776 E Washington, Urbana, IL 61802

Committee Members

Present	Absent
Aaron Esry (Chair)	
Patti Petrie (Vice Chair)	
Stephanie Fortado	
Jim Goss	
Brooks Marsh	
Robert King	
Kyle Patterson	

County Staff: John Hall (Zoning Administrator), Susan Monte (Planner), Tammy Asplund (Recording Secretary)

Others Present: Pius Weibel (County Board Chair), Stan Harper (County Board Member)

MINUTES

I. Call to Order

Committee Chair Esry called the meeting to order at 6:32 p.m.

II. Roll Call

A verbal roll call was taken and a quorum was declared present.

III. Approval of Agenda and Addendum

MOTION by Mr. Goss to approve the agenda as distributed; seconded by Mr. Marsh. Upon vote, the **MOTION CARRIED** unanimously.

IV. Approval of Minutes

A. ELUC Committee meeting – December 7, 2017

MOTION by Ms. Petrie to approve the minutes of the December 7, 2017 ELUC meeting; seconded by Ms. Fortado. Upon vote, the **MOTION CARRIED** unanimously.

V. Public Participation

Patrick Brown stated he is from BayWa r.e. Solar Projects in Irvine, CA. He is in this area working on a project in Sidney, IL. He commented he is happy to assist with the writing of the solar ordinance.

Matt Kauffman stated he is with Cypress Creek Renewables, based in Tuscola, IL. He expressed appreciation to the Board for working on an ordinance to address solar energy. Mr. Kauffman listed the following comments regarding Attachment A from the agenda packet.

Item #5 – some wiring will be aboveground

Item #9 – National requirements call for a seven-foot fence

Item #14 – Road use agreement is important; but prefers it be done during building permit phase

Item #17 – decommissioning; preference is for surety bond

Item #20 – storm water; preference this is done during building permit phase

Gina Pagliosa stated she works across from the Champaign township burn pit. She has attended several meetings (including October 6 and 20, 2016) to voice her concerns. She provided petitions with sixty signatures from other area residents, employees, and business owners regarding the problems created since the nuisance ordinance was changed. She also provided pictures taken in October on a typical burn day, with ash accumulating on cars. She listed issues reported by citizens including migraines and asthma attacks.

VI. Communications

None

VII. For Information Only

A. *Review of 2017 Residential Electronics Collection Events*

Susan Monte reviewed the information contained in the agenda packet. She noted a typo contained in the total shared cost. She stated it should have been \$44,000. She explained the spike in average tons collected in 2017 was due to Rantoul contributing items collected at a dumpster day.

VIII. Items to Receive and Place on File for 30-Day Review Period Before Approval by ELUC

A. *Proposed Zoning Ordinance text amendment to add requirements for "solar farms"*

Mr. Hall noted Planning and Zoning received an application for a solar farm on December 20, 2017. He commented he believes the Kankakee solar farm amendment is good, but not adequate for Champaign County. He committed to have a full draft prepared for the next ELUC meeting on February 9, 2018.

The committee asked several questions of Mr. Brown and Mr. Kauffman regarding potential job creation, NEC standards, glare, vegetation management, and other counties with existing solar farm ordinances. According to Mr. Kauffman, stated solar farms are not a job creator. He commented that there are two categories of jobs, which are temporary (construction) and long-term (maintenance) jobs. These long-terms jobs only require a few people. Mr. Brown pledged to work with local unions to fill construction openings. Mr. Kauffman commented that North Carolina has the second-most solar energy projects in the United States (next to California) and he suggested reviewing the model ordinance there.

IX. Items to be Recommended to the County Board

A. *Subdivision Case 198-17: Steirwalt Subdivision – Final Plat Approval for a One-Lot Minor Subdivision with Required Waivers for existing home located at 325 CR300N, Sadorus*

Mr. Hall stated he believes the family is getting the farmstead ready for sale. He indicated the Health Department has signed off on this subdivision.

MOTION by Mr. Goss; seconded by Mr. Marsh. Upon vote, the **MOTION CARRIED** unanimously.

- X. **Monthly Report**
 - A. *September 2017*

- XI. **Other Business**
 - A. *Approval of CLOSED Session Minutes – December 7, 2017*

MOTION by Ms. Petrie; seconded by Mr. King. Upon vote, the MOTION CARRIED unanimously.

- XII. **Chair’s Report**
 - A. *None*

- XIII. **Designation of Items to be Placed on the Consent Agenda**
 - IX. A.

- XIV. **Adjournment**

There being no further business, Mr. Esry adjourned the meeting at 7:48 p.m.

Memorandum

To: Environment and Land Use Committee
From: Susan Monte, RPC Planner
Date: January 29, 2018
Re: Update regarding Coal Ash in Floodplain of the Middle Fork of the Vermilion River

Update

This memorandum contains a link to the [Eco-Justice Collaborative website](#) that contains an [Updated Dynegy Fact Sheet](#), [Frequently Asked Questions](#), and a comprehensive guide regarding recent efforts of the group toward keeping coal ash out of the Middle Fork of the Vermilion River.

Background

At their May, 2016 meeting, ELUC members received information about the Middle Fork Campaign to Protect the Middle Fork from Coal Ash Pollution. The group's goal is to pressure Dynegy to move its coal ash out of the floodplain of the Middle Fork of the Vermilion River and place it in a lined, monitored cell on their property far from the river.

The Middle Fork of the Vermilion River is a tributary of the Vermilion River in Illinois. The Middle Fork rises in Ford County and flows southeast (through the Middle Fork River County Forest Preserve located in the northeast portion of Champaign County) to join the Vermilion River near Danville. A stretch of 17.1 miles of the Middle Fork of the Vermilion River contains Illinois' first and only designated State Scenic River.



Outline of the Vermilion-Wabash Watershed

Source: Illinois Rivers Decision Support System, <http://irdss.isws.illinois.edu/links/watersheds.asp?ws=141>



Memorandum

To: Environment and Land Use Committee
From: Susan Monte, RPC Planner
Date: January 29, 2018
Re: Update regarding Mahomet Aquifer Protection Task Force

At the October 2017 ELUC meeting, I shared information about Illinois legislation SB 611 passed to create the Mahomet Aquifer Protection Task Force (see Attachment A). This memorandum contains a brief update about the Task Force based on best available information.

Update

As of January 29, 2018, most appointments to the Task Force have been made, as described in Attachment B. An initial meeting of the Task Force is scheduled to take place on February 15, 2018.

Attachments

- A Memorandum to ELUC dated September 28, 2017
- B Mahomet Aquifer Protection Task Force Appointments as of January 29, 2018



Memorandum

To: Environment and Land Use Committee
From: Susan Monte, RPC Planner
Date: September 28, 2017
Re: Mahomet Aquifer Protection Task Force

Action Request: For Information Only

Background

Public Act 100-0403 passed both houses and was approved by the governor on August 25, 2017, creating the Mahomet Aquifer Protection Task Force. The Act contains provisions about the appointment and compensation of members, and specifies the following Task Force duties:

"The Mahomet Aquifer Protection Task Force shall conduct a study of the Mahomet Aquifer in furtherance of:

- (1) developing a State plan to maintain the groundwater quality of the Mahomet Aquifer;
- (2) identifying potential and current contamination threats to the water quality of the Mahomet Aquifer;
- (3) identifying actions that might be taken to ensure the long-term protection of the Mahomet Aquifer, and
- (4) making legislative recommendations for future protection of the Mahomet Aquifer."

Timeline

Task Force members need to be appointed by November 25, 2017.

The Act provides that on or before July 1, 2018, the Mahomet Aquifer Protection Task Force shall report findings and recommendations to the General Assembly and Governor.

Update

At the October 5, 2017 ELUC meeting, I will share an update regarding appointments and other information that may be available about the Task Force.

Attachment: Copy of [Public Act 100-0403](#)

Mahomet Aquifer Protection Task Force Members, appointed as of January 29, 2018

(1) one member of the Senate, appointed by the President of the Senate;

- Senator Scott Bennett

(2) one member of the House of Representatives, appointed by the Speaker of the House of Representatives;

- Representative Carol Ammons

(3) one member of the Senate, appointed by the Minority Leader of the Senate;

- Senator Chapin Rose

(4) one member of the House of Representatives, appointed by the Minority Leader of the House of Representatives;

- Representative Bill Mitchell

(5) one member representing the Illinois Environmental Protection Agency, appointed by the Director of the Illinois Environmental Protection Agency;

Information not available/not yet appointed

(6) two members representing a national waste and recycling organization, appointed by the Governor;

- Charles Hostetler, Senior Program Manager, PDC Technical Services
- Eric Ballenger, Senior Manager- Hydrogeology, Republic Services

(7) one member representing a statewide environmental organization, appointed by the Governor;

- Andrew Rehn, Water Resources Engineer, Prairie Rivers Network

(8) three members representing a non-profit consortium dedicated to the sustainability of the Mahomet Aquifer, appointed by the Governor;

- Deborah Frank-Feinen, Mayor of Champaign
- Diane Marlin, Mayor of Urbana
- Julie Moore-Wolfe, Mayor of Decatur

(9) one member representing the Illinois State Water Survey of the Prairie Research Institute of the University of Illinois at Urbana-Champaign, appointed by the Governor;

- George Roadcap, Hydrogeologist, Illinois State Water Survey - Prairie Research Institute

(10) one member representing a statewide association representing the pipe trades, appointed by the Governor;

- Lynn Karner, Executive Director, Illinois Pipe Trades Association

(11) one member representing the State's largest general farm organization, appointed by the Governor;

- Steve Turner, Member, Illinois Farm Bureau

(continued)

Mahomet Aquifer Protection Task Force Members, appointed as of January 29, 2018 (continued)

(12) one member representing a statewide trade association representing manufacturers, appointed by the Governor;

- Jerry Peck, Director of Government Affairs, Illinois Manufacturers Association

(13) one member representing a community health care organization located over the Mahomet Aquifer, appointed by the Governor;

- Claudia Lenhoff, Executive Director, Champaign County Healthcare Consumers

(14) seven members representing local government bodies located over the Mahomet Aquifer, appointed by the Governor;

- David Zimmerman, County Board Chairman, Tazewell
- Larry Stoner, Mayor of Monticello
- Jim Risley, Member of the Mahomet-Seymour School District
- Teresa Barnett, Director of Government Affairs, DeWitt County Emergency Management Agency
- Chris Koos, Mayor of Normal
- Todd Zalucha, Mayor of Heyworth
- Charles Smith, Mayor of Rantoul

(15) one member representing a State labor organization that represents employees in the solid waste, recycling, and related industries, appointed by the Governor; and

Information not available/not yet appointed

(16) one member representing a statewide business association with a focus on environmental issues, appointed by the Governor.

- Alec Davis, Executive Director, Illinois Environmental Regulatory Group

Champaign County
Department of



Brookens Administrative
Center
1776 E. Washington Street
Urbana, Illinois 61802

(217) 384-3708
zoningdept@co.champaign.il.us
www.co.champaign.il.us/zoning

To: **Environment and Land Use Committee**
From: **Susan Burgstrom, Senior Planner**
John Hall, Director & Zoning Administrator

Date: **January 31, 2018**

RE: **Zoning Ordinance Text Amendment Case 873-AT-17**

Request: **Amend the Champaign County Zoning Ordinance as follows:**

Part A. Amend Sections 7.1.1 and 7.1.2 to require a Special Use Permit for any Neighborhood Home Occupation or Rural Home Occupation that exceeds and/or does not meet the other requirements of Section 7.1.1 or Section 7.1.2 provided that the Home Occupation is not a prohibited Home Occupation under paragraph 7.1.1.I. or 7.1.2J. and specify that the residential use shall remain the principal use on the property and the dwelling on the subject property shall remain the principal building.

Part B. Amend Section 7.1.1 to authorize "minor auto repair" as a Neighborhood Home Occupation subject to a Special Use Permit when located more than 1.5 miles from a municipality that prohibits "minor auto repair" as a home occupation and subject to several standard conditions including but not limited to a condition that the minor auto repair shall be conducted inside a building and a condition that the total building area occupied by the minor auto repair shall not exceed 1,500 square feet or more than 150% of the dwelling unit area, whichever is greater.

Petitioner: **Zoning Administrator**

STATUS

At the January 25, 2018, public hearing, the Zoning Board of Appeals voted 5 to 0 (with two members absent) to RECOMMEND ENACTMENT of this amendment.

The Environment and Land Use Committee authorized this text amendment at its March 9, 2017, meeting. The amendment recommended by the ZBA differs from the current draft presented to ELUC. All revisions proposed since the March 9, 2017, ELUC meeting are shown in the attached Proposed Amendment.

Standard protocol is for the Committee to make a preliminary recommendation on a proposed text amendment at the first Committee meeting following a ZBA recommendation, and then make a final recommendation to the County Board at the next regularly scheduled Committee meeting (March 8, 2018, in this instance). The one month delay in a final recommendation is intended to give municipalities and townships with plan commissions one month in which to provide comments or protests.

ATTACHMENTS

- A Summary Finding of Fact for Case 873-AT-17
- B Proposed Amendment

SUMMARY FINDING OF FACT

From the documents of record and the testimony and exhibits received at the public hearing conducted on **June 15, 2017** and **January 25, 2018**, the Zoning Board of Appeals of Champaign County finds that:

1. The proposed Zoning Ordinance text amendment **IS NECESSARY TO ACHIEVE** the Land Resource Management Plan because:
 - A. The proposed Zoning Ordinance text amendment will **HELP ACHIEVE** LRMP Goal 6.
 - B. The proposed Zoning Ordinance text amendment will **NOT IMPEDE** the achievement of LRMP Goals 1, 2, 3, 4, 7, 8, and 9.
 - C. The proposed Zoning Ordinance text amendment is **NOT RELEVANT** to LRMP Goals 5 and 10.
2. The proposed text amendment **WILL** improve the Zoning Ordinance because it will:
 - A. **HELP ACHIEVE** the purpose of the Zoning Ordinance (see Item 16).
 - B. **IMPROVE** the text of the Zoning Ordinance (see Item 17).

PROPOSED AMENDMENT

- Existing Zoning Ordinance text to be removed is indicated with strike-out and gray highlighting (“~~text to be removed~~”).
- Proposed text to be added to the Zoning Ordinance is shown in underline and yellow highlight.
- Proposed text added since the March 9, 2017, ELUC meeting is shown with a ^ prior to the item.

7.1.1 NEIGHBORHOOD HOME OCCUPATIONS as defined in Section 3, are permitted as an ACCESSORY USE subject to the following standards:

- A. No more than one employee, in addition to family members, shall be present on the premises at any one time. No employees shall be present on the premises earlier than 8:00 a.m. or later than 6:00 p.m.
- B. All business activities shall be conducted entirely indoors, and limited to the DWELLING and no more than one ACCESSORY BUILDING located on the LOT. The DWELLING or ACCESSORY BUILDING shall not be modified and no DISPLAY or activity shall be conducted that would indicate from the exterior that it is being used for any purpose other than that of a residential DWELLING or residential ACCESSORY BUILDING.
- C. No SIGN other than a name plate not more than two square feet in area shall be permitted.
- D. No storage of volatile liquids, flammable gases, hazardous materials, or explosives shall be permitted except as might be kept for normal household use in typical household quantities.
- E. No more than three patrons, clients, congregants, or similar persons may be present on the premises at one time except:
 - (1) up to 12 children may be present in day care homes;
 - (2) up to 12 clients, patients or other congregants may be present for religious services, group counselling, or similar purposes not more than three times in any seven day period nor more than twice in one day; and
 - (3) up to 12 patrons may be present at sales parties, open houses or similar events not more than once in any 30 day period;
 - (4) up to eight guests in no more than four guest rooms may be present at one time in a bed and breakfast establishment.
- F. No patrons, clients, or other congregants shall be present on the premises earlier than 9:00 a.m. nor later than 10:00 p.m. except that day care recipients may be present as early as 6:30 a.m.
- G. Processes employed shall not create odor, dust, noise, gas, smoke, or vibration discernable at the property line other than of such a nature, quantity, intensity, duration, or time of occurrence customarily associated with the exclusive residential use of a similar DWELLING.

- H. Deliveries by truck shall be limited to no more than an average of one per week and a maximum of two in any given week for trucks no larger than a standard commercial delivery truck. Deliveries by semi-trailer trucks are prohibited.
- I. Prohibited NEIGHBORHOOD HOME OCCUPATION Activities shall include:
- (1) ~~automobile and truck repair~~ MAJOR AUTOMOBILE REPAIR;
 - (2) MINOR AUTOMOBILE REPAIR within 1½ miles from a municipality or village that prohibits “minor auto repair” as a home occupation and/ or MINOR AUTOMOBILE REPAIR conducted more than 1½ miles from a municipality or village that prohibits “minor auto repair” as a home occupation but without the approval required by Section 7.1.1M;
 - (3) salvage, recycling and solid waste hauling;
 - (4) sale of articles not produced on the premises except as provided in Section 7.1.1E(3) or as such sales are incidental to the provision of a service;
 - (5) sales of guns and ammunition provided that a Gun Dealers License is obtained from the Federal Bureau of Alcohol, Tobacco and Firearms and sales are made by appointment only subject to the limitations of Section 7.1.1E.
- J. Outdoor STORAGE or DISPLAY is prohibited.
- K. No more than one commercial vehicle less than or equal to 36,000 pounds gross vehicle weight and no more than 25 feet in length shall be permitted on LOTS located in a residential zoning district as part of the NEIGHBORHOOD HOME OCCUPATION.
- L. A NEIGHBORHOOD HOME OCCUPATION that exceeds any of the standards in paragraphs 7.1.1 A. through K. may be authorized by SPECIAL USE Permit provided as follows:
- (1) The USE is not a prohibited activity in paragraph 7.1.1I.
 - (2) The DWELLING on the subject property shall remain the principal USE and the PRINCIPAL BUILDING on the property and the HOME OCCUPATION shall always be an ACCESSORY USE and any building devoted to the HOME OCCUPATION shall be an ACCESSORY BUILDING.
- M. MINOR AUTOMOBILE REPAIR may be authorized as a NEIGHBORHOOD HOME OCCUPATION by means of a Special Use Permit as follows:
- [^](1) when located more than 1½ miles from a municipality or village whose Zoning Ordinance ~~that~~ does not explicitly authorize “minor auto repair” as a home occupation; or
 - [^](2) When located less than 1½ miles from a municipality or village whose Zoning Ordinance does not explicitly authorize “minor auto repair” as a home occupation but at a location that meets one of the following conditions:

- ^a. a location in an area indicated as a future land use other than residential on the relevant comprehensive plan; or
- ^b. a location subject to an intergovernmental agreement regarding municipal extraterritorial jurisdiction and which is therefore within the extraterritorial jurisdiction of a municipality or village that does explicitly authorize "minor auto repair" as a home occupation; and
- ^(3) Subject to the following standard conditions which may be waived as authorized in Section 6.1 and Section 9.1.11 except that paragraph 7.1.1M.(3)h shall be subject to variance as authorized in Section 9.1.9:

 - a. All MINOR AUTOMOBILE REPAIR shall be conducted inside a building.
 - b. No MINOR AUTOMOBILE REPAIR shall be conducted and no customers shall be on the property between the hours of 10:00 p.m. and 9:00 a.m. except that vehicles may be dropped off for repair as early as 6:30 a.m.
 - c. No parking shall occur within a public right of way.
 - ^d. No more than two resident vehicles and one customer vehicle may be parked outdoors on the property at any one time, and no customer vehicles may be parked outside between 10:00 p.m. and 6:30 a.m. The customer parking space shall be identified on the approved site plan.
 - e. Any vehicle parked outdoors on the property must be intact and have a valid license.
 - f. No more than one inoperable vehicle may be parked outdoors on the property at any time.
 - ^g. No vehicle shall be allowed to discharge hazardous materials onto the surface of the ground or onto a paved surface and any leak, spill, or discharge of hazardous material that does occur shall be immediately and appropriately cleaned up consistent with all relevant state and federal regulations and best management practices must be as approved in the SPECIAL USE Permit.
 - h. All vehicles parked outdoors on the property must be at least 10 feet from a FRONT LOT LINE and at least 5 feet from a SIDE or REAR LOT LINE and shall be parked on a surface other than bare ground. This requirement is subject to a variance as authorized in Section 9.1.9.
 - i. Storage and/ or use of volatile liquids and hazardous materials in excess of that for normal household use in typical household quantities must be as approved in the SPECIAL USE Permit.

- j. Disposal of used liquids and hazardous materials and used parts must be documented to be in conformance with all relevant state and federal regulations and best management practices must be as approved in the SPECIAL USE Permit.
- k. Floor drains are prohibited in new buildings proposed to be used for MINOR AUTOMOBILE REPAIR unless installed with an oil separator inspected and approved by the State Plumbing Inspector. Floor drains in existing buildings proposed to be used for MINOR AUTOMOBILE REPAIR shall be blocked off or outfitted with an oil separator that is inspected and approved by the State Plumbing Inspector.
- l. The ACCESSORY BUILDING AREA occupied by the MINOR AUTOMOBILE REPAIR (including, if applicable, any area for a service counter and waiting area, repair area, material storage, vehicle storage, etc.) shall not exceed 1,500 square feet or more than 150% of the PRINCIPAL BUILDING AREA, whichever is greater, and shall be indicated on a floor plan drawing which shall be part of the approved site plan.
- m. Evidence of vehicle ownership shall be provided at the request of the Zoning Administrator.

- N. All NEIGHBORHOOD HOME OCCUPATIONS shall be registered with the Department of Planning and Zoning on forms prepared by the Zoning Administrator and any NEIGHBORHOOD HOME OCCUPATION authorized by SPECIAL USE Permit shall be required to obtain a Zoning Use Permit in accordance with Section 9.1.2 prior to operation. The fee for the Zoning Use Permit shall be the same as the fee for RURAL HOME OCCUPATION.

7.1.2 RURAL HOME OCCUPATIONS as defined in Section 3, are permitted as an ACCESSORY USE in any DWELLING in the AG-1, Agriculture, AG-2; Agriculture; and CR, Conservation-Recreation DISTRICTS subject to the following standards:

- A. RURAL HOME OCCUPATIONS shall not be located on lots fronting on streets located wholly within a recorded subdivision or within 500 feet of a residential zoning DISTRICT.
- B. Non-family employees shall only be authorized subject to the following limitations:
 - (1) On lots smaller than two acres in area no more than one employee may be present on that premises and no more than one additional employee may report to the site for work performed off the premises; but
 - (2) On lots that are two acres in area or larger no more than two employees may be present on the premises and no more than three additional employees may report to the site for work performed off the premises; and

AS APPROVED 1/25/18

- (3) All employees may be present and working on the premises for no more than five days within any 30 day period due to inclement weather or as necessitated by other business considerations; and
 - (4) Family members who are resident on the property while the HOME OCCUPATION is operating but who mature and subsequently move from the premises may remain active in the HOME OCCUPATION and shall not be counted as a non-resident employee as long as their participation in the HOME OCCUPATION continues.
- C. Changes to the exterior of the DWELLING or ACCESSORY BUILDING which would indicate that it is being utilized in whole or in part for any purpose other than that of a residential or farm BUILDING are prohibited.
- D. No more than one SIGN, not more than six square feet in area shall be permitted.
- E. Non-farm MOTOR VEHICLES and/or licensed semitrailers and/or licensed pole trailers used and parked at any RURAL HOME OCCUPATION shall be limited as follows:
- (1) The number of MOTOR VEHICLES and/or licensed semitrailers and/or licensed pole trailers displaying the name of the RURAL HOME OCCUPATION and/or used at any RURAL HOME OCCUPATION shall be within the limits established in this paragraph.
 - (2) No more than three MOTOR VEHICLES that are either a truck tractor and/or a MOTOR VEHICLE with tandem axles, both as defined by the Illinois Motor Vehicle Code (625 ILCS 5/1 et seq), shall be authorized and all MOTOR VEHICLE loads and weights shall conform to the Illinois Vehicle Code (625 ILCS 5/15-111).
 - (3) No more than 10 MOTOR VEHICLES and/or licensed semitrailers and/or licensed pole trailers in total shall be authorized excluding patron or employee or owner personal MOTOR VEHICLES.
 - (4) All MOTOR VEHICLES and licensed semitrailers and licensed pole trailers shall be stored in an enclosed BUILDING or parked outdoors subject to the following:
 - a. No more than one MOTOR VEHICLE that conforms to paragraph 7.1.1K. may be parked outdoors no less than five feet from a SIDE or REAR LOT LINE nor less than 10 feet from a FRONT LOT LINE; and
 - b. Outdoor parking for more than one MOTOR VEHICLE and any licensed semitrailer and any licensed pole trailer shall be at least 10 feet from any LOT LINE; and

- c. In addition to parking spaces for MOTOR VEHICLES and/or licensed semitrailers and/or licensed pole trailers that are parked outdoors at a RURAL HOME OCCUPATION, off-street parking spaces shall also be provided in the minimum size and number required by Section 7.4 for all onsite employees and onsite patrons, subject to the following:
- (a) No parking shall occur in the STREET RIGHT OF WAY.
 - (b) The requirements of Section 7.4 notwithstanding, all off-street parking and outside STORAGE of MOTOR VEHICLES and/or any licensed semitrailer and/or licensed pole trailer that is visible from and located within 100 feet from either a residential DISTRICT or the BUILDING RESTRICTION LINE of a lot containing a DWELLING conforming to USE, shall be subject to the following SCREEN requirements:
 - i. Any required SCREEN shall meet the requirements of paragraph 4.3.3H.
 - ii. More than four MOTOR VEHICLES of no more than 15,000 pounds each shall be screened by a Type A SCREEN except that a Type B SCREEN may be erected along a REAR LOT LINE.
 - iii. A Type D SCREEN shall be required for more than one MOTOR VEHICLE that weighs more than 15,000 pounds gross vehicle weight or a combination of MOTOR VEHICLE and connected trailer that weighs more than 15,000 pounds gross vehicle weight or four or more licensed semitrailers and/or licensed pole trailers.
 - (c) The requirements of Section 7.4 notwithstanding, loading berths are not required for RURAL HOME OCCUPATIONS.
 - (d) The requirements of Section 7.4 notwithstanding, paragraph 7.4.ID.2. shall not be applicable to any parking at a RURAL HOME OCCUPATION.
- F. Non-farm equipment and supplemental equipment attachments that may be stored and/or used at any RURAL HOME OCCUPATION shall be limited as follows:
- (1) The number of complete pieces of equipment that are motorized or non-motorized and/or the number of supplemental equipment attachments that may be stored and/or used outdoors at a RURAL HOME OCCUPATION shall be within the limits established in this paragraph and subject to the following:

AS APPROVED 1/25/18

- a. Equipment shall include any motorized or non-motorized device or implement; trailers, except for licensed semitrailers and licensed pole trailers; devices mounted on trailers and any agricultural equipment used for non-agricultural uses.
 - b. Equipment does not include MOTOR VEHICLES or licensed semitrailers or licensed pole trailers; hand tools or bench tools or tools mounted on a table or wheel barrow or similar tools.
 - c. A supplemental equipment attachment is any specialized device that attaches to equipment such as any device that attaches to a tractor by a 3-point hitch; or an extra loader bucket; or a snow blade attachment; or any similar device that attaches to either equipment or to a MOTORIZED VEHICLE.
 - d. There is no limit to the number of complete pieces of equipment or the number of supplemental equipment attachments that may be kept stored inside or used inside a BUILDING but at no time may the number of complete pieces of equipment or the number of supplemental equipment attachments that may be kept in outdoor STORAGE and/or used outdoors exceed the limits of paragraphs 7.1.2F.2. and 7.1.2F.3.
 - e. All equipment and supplemental equipment attachments kept in outdoor STORAGE or used outdoors must be operable.
- (2) No more than 10 complete pieces of equipment may be kept in outdoor STORAGE and/or used outdoors subject to the following:
- a. The number of complete pieces of equipment that may be kept in outdoor STORAGE and/or used outdoors shall be reduced by the number of MOTOR VEHICLES and/or licensed semitrailers and/or licensed pole trailers also parked or used outdoors and all other complete pieces of equipment must be kept in an enclosed BUILDING.
 - b. When equipment is on a trailer other than a semitrailer or pole trailer, the trailer and all equipment on the trailer are all counted as only one piece of equipment.
 - c. When equipment is on a trailer other than a semitrailer or pole trailer, and the trailer is connected to a MOTOR VEHICLE the entire unit shall be considered to be only one MOTOR VEHICLE.
 - d. Each piece of equipment that is on a semitrailer or pole trailer shall be considered as one piece of equipment in addition to the semitrailer or pole trailer whether or not the semitrailer or pole trailer is connected to a MOTOR VEHICLE.

- (3) Supplemental equipment attachments may also be kept in outdoor STORAGE and/or used outdoors.
- (4) Complete pieces of equipment and supplemental equipment attachments kept in outdoor STORAGE and/or used outdoors must be stored or used at least 10 feet from any LOT LINE and screened as required by paragraph 7.1.2 L. except as follows:
 - a. Equipment and any supplemental equipment attachment carried on a MOTOR VEHICLE or on a trailer connected to a MOTOR VEHICLE, in which case the required SCREEN shall be as required in paragraph 7.1.2E.
 - b. When there is no more than two complete pieces of equipment (each weighing less than 15,000 pounds gross vehicle weight), in which case no SCREEN is required unless the total number of MOTOR VEHICLES (each weighing less than 15,000 pounds gross vehicle weight) and equipment is more than four in which case the required SCREEN shall be as required by 7.1.2E.4.c.
- G. Processes employed shall not create odor, dust, noise, gas, smoke, or vibration discernable at the property line other than of such a nature, quantity, intensity, duration, or time of occurrence customarily associated with AGRICULTURE.
- H. No storage of volatile liquid, flammable gases, hazardous material or explosives shall be permitted except as such might be kept for customary agricultural purposes in quantities and concentrations customarily found on farms.
- I. Off-street parking spaces shall be provided subject to the provisions of Section 7.4 for all employees and patrons.
- J. Prohibited RURAL HOME OCCUPATION activities shall include:
 - (1) outdoor storage of any number of unlicensed vehicles or more than two licensed vehicles awaiting automobile or truck repair;
 - (2) outdoor automobile or truck repair OPERATIONS;
 - (3) salvage or recycling STORAGE or OPERATIONS;
 - (4) outdoor storage of any vehicle equipment or container used for solid waste hauling;
 - (5) retail sale of articles not produced on the site except grain seed sales or as such sales are incidental to the provision of a service.
- K. Outdoor sales DISPLAY shall be limited to items produced on-site, shall occupy an area no larger than 500 square feet, and shall not be permitted in required SETBACKS or the SIDE and REAR YARDS.

AS APPROVED 1/25/18

- L. Outdoor STORAGE used in any RURAL HOME OCCUPATION shall be limited to SIDE YARDS or the REAR YARD and shall be screened as follows:
- (1) Outdoor STORAGE shall not be located in any required off-street PARKING SPACES.
 - (2) A Type D SCREEN shall be located so as to obscure or conceal any part of any YARD used for outdoor STORAGE which is visible within 1,000 feet from any of the following circumstances:
 - a. Any point within the BUILDING RESTRICTION LINE of any lot located in any R DISTRICT or any lot occupied by a DWELLING conforming as to USE or occupied by a SCHOOL; church or temple; public park or recreational facility; public library, museum, or gallery; public fairgrounds; nursing home or hospital; recreational business use with outdoor facilities; or
 - b. Any designated urban arterial street or MAJOR STREET.
- ^M. A RURAL HOME OCCUPATION that exceeds any of the standards in paragraphs 7.1.2 A. through L. may be authorized by SPECIAL USE Permit provided as follows:
- ^(1) The USE is not a prohibited activity in paragraph 7.1.2 J.
 - ^(2) The DWELLING on the subject property shall remain the principal USE and the PRINCIPAL BUILDING on the property and the HOME OCCUPATION shall always be an ACCESSORY USE and any building devoted to the HOME OCCUPATION shall be an ACCESSORY BUILDING.
- N. Any exterior lighting for Outdoor STORAGE, and/or OPERATIONS, and/or parking area, and/or a new building with exterior lighting authorized after November 21, 2013, for any RURAL HOME OCCUPATION shall be required to minimize glare from exterior lighting onto adjacent properties and roadways by the following means:
- (1) All exterior lighting shall be full-cutoff type lighting fixtures and shall be located and installed so as to minimize glare and light trespass onto adjacent properties. Full-cutoff means that the lighting fixture emits no light above the horizontal plane.
 - (2) No lamp in any exterior lighting fixture shall be greater than 250 watts.
 - (3) Locations and numbers of exterior lighting fixtures used to illuminate the RURAL HOME OCCUPATION shall be indicated on the site plan (including floor plans and building elevation).
 - (4) The Zoning Administrator shall not approve a Zoning Use Permit without the manufacturer's documentation of the full-cutoff feature for all light fixtures.

- (5) The requirements of this paragraph 7.1.2N. shall only apply to lighting for any Outdoor STORAGE and/or OPERATIONS, and/or parking area, and/or building exterior that is part of a RURAL HOME OCCUPATION established after November 21, 2013 or any new Outdoor STORAGE, and/or OPERATIONS, and/or parking area, and/or building exterior that is added after November 21, 2013 to any existing RURAL HOME OCCUPATION and shall not apply to any existing Outdoor STORAGE, and/or OPERATIONS, and/or parking area, and/or building exterior that existed at any duly authorized RURAL HOME OCCUPATION on November 21, 2013.
- O. Applicability and nonconformities.
- (1) The requirements of paragraphs 7.1.2E. and 7.1.2F. shall apply to any RURAL HOME OCCUPATION for which an application is received after September 1, 2012, and to the expansion of any RURAL HOME OCCUPATION for which an application had been received on or before September 1, 2012.
- (2) The requirements of paragraphs 7.1.2E. and 7.1.2F. and the requirements of Section 8 notwithstanding:
- a. Any MOTOR VEHICLE or licensed trailer or piece of equipment that was included in any application for, or present and noted in any inspection thereof by the Zoning Administrator or designee, or included in any authorization of a Zoning Compliance Certificate for any RURAL HOME OCCUPATION on or before September 1, 2012, and which would have, if considered in total, exceeded the applicable limits for MOTOR VEHICLES and equipment at that time may continue to be at that RURAL HOME OCCUPATION.
- b. Any RURAL HOME OCCUPATION that complies with subparagraph 7.1.2 O.2.a. shall be authorized to have that same number and type of MOTOR VEHICLES or licensed trailers or pieces of equipment as long as it continues in business at that location and any such MOTOR VEHICLE or licensed trailer or piece of equipment may be replaced with a similar MOTOR VEHICLE or licensed trailer or piece of equipment.
- P. All RURAL HOME OCCUPATIONS shall obtain a Zoning Use Permit in accordance with Section 9.1.2 of the Champaign County Zoning Ordinance prior to operation.



STATE OF ILLINOIS,
Champaign County
Application for:
Recreation & Entertainment License

Applications for License under County Ordinance No. 55 Regulating Recreational & Other Businesses within the County (for use by businesses covered by this Ordinance other than Massage Parlors and similar enterprises)

Print Form

For Office Use Only
License No. 2018-ENT-21
Date(s) of Event(s) ANNUAL
Business Name: CHAMPAIGN COUNTY FAIR ASS.
License Fee: \$ 100.00
Filing Fee: \$ 4.00
TOTAL FEE: \$ 104.00
Checker's Signature: [Signature]

Filing Fees:	Per Year (or fraction thereof):	\$ 100.00
	Per Single-day Event:	\$ 10.00
	Clerk's Filing Fee:	\$ 4.00

FILED
JAN 03 2018
H. J. Allen
CHAMPAIGN COUNTY CLERK

Checks Must Be Made Payable To: Gordy Hulten, Champaign County Clerk

The undersigned individual, partnership, or corporation hereby makes application for the issuance of a license to engage a business controlled under County Ordinance No. 55 and makes the following statements under oath:

- A.
1. Name of Business: Champaign County Fair Assoc.
 2. Location of Business for which application is made: 1302 N. Coler Ave. Urbana IL 61803
 3. Business address of Business for which application is made: PO Box 54 Urbana, IL 61803
 4. Zoning Classification of Property: _____
 5. Date the Business covered by Ordinance No. 55 began at this location: _____
 6. Nature of Business normally conducted at this location: County Fair: Carnival, rodeo, demolition, livestock shows
 7. Nature of Activity to be licensed (include all forms of recreation and entertainment to be provided): County Fair
 8. Term for which License is sought (specifically beginning & ending dates): Annual
(NOTE: All annual licenses expire on December 31st of each year)
 9. Do you own the building or property for which this license is sought? yes
 10. If you have a lease or rent the property, state the name and address of the owner and when the lease or rental agreement expires: n/a
 11. If any licensed activity will occur outdoors attach a Site Plan (with dimensions) to this application showing location of all buildings, outdoor areas to be used for various purposes and parking spaces. See page 3, Item 7.

INCOMPLETE FORMS WILL NOT BE CONSIDERED FOR A LICENSE AND WILL BE RETURNED TO APPLICANT

Recreation & Entertainment License Application
Page Two

- B. If this business will be conducted by a person other than the applicant, give the following information about person employed by applicant as manager, agent or locally responsible party of the business in the designated location:

Name: _____ Date of Birth: _____
Place of Birth: _____ Social Security No.: _____
Residence Address: _____
Citizenship: _____ If naturalized, place and date of naturalization: _____

If, during the license period, a new manager or agent is hired to conduct this business, the applicant MUST furnish the County the above information for the new manager or agent within ten (10) days.

Information requested in the following questions must be supplied by the applicant, if an individual, or by all members who share in profits of a partnership, if the applicant is a partnership.

If the applicant is a corporation, all the information required under Section D must be supplied for the corporation and for each officer.

Additional forms containing the questions may be obtained from the County Clerk, if necessary, for attachment to this application form.

- C. 1. Name(s) of owner(s) or local manager(s) (include any aliases): William Alagna
Date of Birth: _____ Place of Birth: Champaign, IL
Social Security Number: _____ Citizenship: US
If naturalized, state place and date of naturalization: _____
2. Residential Address for the past three (3) years: _____
210 E. Normal St.
Springfield, IL 61875
3. Business, occupation, or employment of applicant for four (4) years preceding date of application for this license: Retired

EACH OFFICER MUST COMPLETE SECTION D. OBTAIN ADDITIONAL FORM PAGES IF NEEDED FROM THE COUNTY CLERK AND ATTACH TO THIS APPLICATION WHEN FILED.

- D. Answer only if applicant is a Corporation:

1. Name of Corporation exactly as shown in articles of incorporation and as registered: Champaign County Fair Association
2. Date of Incorporation: 21 March 1958 State wherein incorporated: IL

Recreation & Entertainment License Application
Page Three

3. If foreign Corporation, give name and address of resident agent in Illinois:

Give first date qualified to do business in Illinois: _____

4. Business address of Corporation in Illinois as stated in Certificate of Incorporation:

Champaign County Fair Assoc.
PO Box 544 Urbana, IL 61803

5. Objects of Corporation, as set forth in charter: To promote an interest in
agriculture and horticulture activities in the community.

6. Names of all Officers of the Corporation and other information as listed:
Name of Officer: WILLIAM F. ALAGNA Title: PRESIDENT
Date elected or appointed: 12-11-17 Social Security No.: _____
Date of Birth: _____ Place of Birth: CHAMPAIGN IL
Citizenship: US
If naturalized, place and date of naturalization: _____

Residential Addresses for past three (3) years:
210 E. NORTH ST.
SEYMOUR, IL 61875

Business, occupation, or employment for four (4) years preceding date of application for this license: RETIRED

7. A site plan (with dimensions) must accompany this application. It must show the location of all buildings, outdoor areas to be used for various purposes and parking spaces.

Recreation & Entertainment License Application
Page Three

3. If foreign Corporation, give name and address of resident agent in Illinois:

Give first date qualified to do business in Illinois: _____

4. Business address of Corporation in Illinois as stated in Certificate of Incorporation:

5. Objects of Corporation, as set forth in charter: _____

6. Names of all Officers of the Corporation and other information as listed:

Name of Officer: Kent Weeks Title: 1st Vice President

Date elected or appointed: 12/1/2014 Social Security No.: _____

Date of Birth: _____ Place of Birth: Urbana IL

Citizenship: _____

If naturalized, place and date of naturalization: _____

Residential Addresses for past three (3) years: _____

2105 Belmont Park Ln Champaign IL

Business, occupation, or employment for four (4) years preceding date of application for this license: Chamber Sales owner

3310 W Mattis Ave Champaign IL

7. A site plan (with dimensions) must accompany this application. It must show the location of all buildings, outdoor areas to be used for various purposes and parking spaces.

Recreation & Entertainment License Application
Page Three

3. If foreign Corporation, give name and address of resident agent in Illinois:

Give first date qualified to do business in Illinois: _____

4. Business address of Corporation in Illinois as stated in Certificate of Incorporation:

5. Objects of Corporation, as set forth in charter: _____

6. Names of all Officers of the Corporation and other information as listed:

Name of Officer: Edgar Busboom Title: and Vice President

Date elected or appointed: 12/1/2014 Social Security No.: _____

Date of Birth: _____ Place of Birth: Champaign County

Citizenship: _____

If naturalized, place and date of naturalization: _____

Residential Addresses for past three (3) years: _____

2106 CR 2500 N

Thomasboro, IL 62878

Business, occupation, or employment for four (4) years preceding date of application for this license: _____

7. A site plan (with dimensions) must accompany this application. It must show the location of all buildings, outdoor areas to be used for various purposes and parking spaces.

Recreation & Entertainment License Application
Page Three

3. If foreign Corporation, give name and address of resident agent in Illinois:

Give first date qualified to do business in Illinois: _____

4. Business address of Corporation in Illinois as stated in Certificate of Incorporation:

5. Objects of Corporation, as set forth in charter: _____

6. Names of all Officers of the Corporation and other information, as listed:

Name of Officer: Pam Barham Title: Treasurer SECRETARY

Date elected or appointed: 12/1/2014 Social Security No.: _____

Date of Birth: _____ Place of Birth: _____

Citizenship: _____

If naturalized, place and date of naturalization: _____

Residential Addresses for past three (3) years: _____

2451 Clayton Blvd Champaign IL 61822

Business, occupation, or employment for four (4) years preceding date of application for this license: _____

7. A site plan (with dimensions) must accompany this application. It must show the location of all buildings, and/or areas to be used for various purposes and parking spaces.

Recreation & Entertainment License Application
Page Three

3. If foreign Corporation, give name and address of resident agent in Illinois:

Give first date qualified to do business in Illinois: _____

4. Business address of Corporation in Illinois as stated in Certificate of Incorporation:

5. Objects of Corporation, as set forth in charter: _____

6. Names of all Officers of the Corporation and other information as listed:

Name of Officer: H.P. Brown Title: Treasurer

Date elected or appointed: 13 February 2017 Social Security No.: _____

Date of Birth: _____ Place of Birth: Peaville, IL

Citizenship: _____

If naturalized, place and date of naturalization: _____

Residential Addresses for past three (3) years: 4613 Apple Tree Dr. Monticello, FL, 61856

Business, occupation, or employment for four (4) years preceding date of application for this license: President, Starr Limousine, Champet, FL 61820

7. A site plan (with dimensions) must accompany this application. It must show the location of all buildings, outdoor areas to be used for various purposes and parking spaces.

AFFIDAVIT
(Complete when applicant is an Individual or Partnership)

I/We swear that I/we have read the application and that all matters stated thereunder are true and correct, are made upon my/our personal knowledge and information and are made for the purpose of inducing the County of Champaign to issue the permit hereunder applied for.

I/We further swear that I/we will not violate any of the laws of the United States of America or of the State of Illinois or the Ordinances of the County of Champaign in the conduct of the business hereunder applied for.

Signature of Owner or of one of two members of Partnership

Signature of Owner or of one of two members of Partnership

Signature of Manager or Agent

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

AFFIDAVIT
(Complete when applicant is a Corporation)

We, the undersigned, president and secretary of the above named corporation, each first being duly sworn, say that each of us has read the foregoing application and that the matters stated therein are true and correct and are made upon our personal knowledge and information, and are made for the purpose of inducing the County of Champaign to issue the license herein applied for.

We further swear that the applicant will not violate any of the laws of the United States of America or of the State of Illinois or the Ordinances of the County of Champaign in the conduct of applicant's place of business.

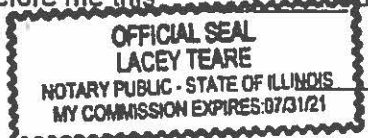
We further swear that we are the duly constituted and elected officers of said applicant and as such are authorized and empowered to execute their application for and on behalf of said application

W.T. Alagon
Signature of President

Samuel J. Barham
Signature of Secretary

Signature of Manager or Agent

Subscribed and sworn to before me this 12 day of December, 2017.

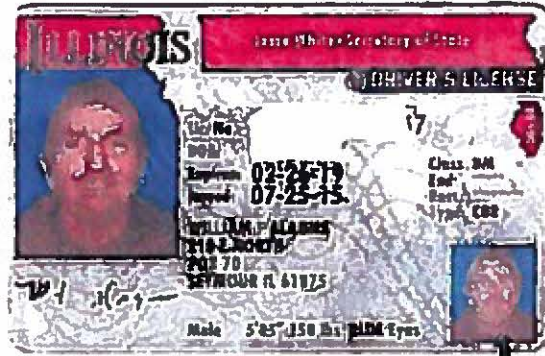


Lacey Teare
Notary Public

This **COMPLETED** application along with the appropriate amount of cash, or certified check made payable to GORDY HULTEN, CHAMPAIGN COUNTY CLERK, must be turned in to the Champaign County Clerk's Office, 1776 E. Washington St., Urbana, Illinois 61802. A \$4.00 Filing Fee should be included.

**Champaign County Fair Association
2018 Board of Directors**

Bill Alagna	President	210 E North Street	Seymour, IL 61875
Kent Weeks	1st Vice President	3310 N Mattis Ave	Champaign IL 61822
Edgar Busboom	2nd Vice President	2106 CR 2500 N	Thomasboro, IL 61878
Chris Wallace	Director	2691 CR 1000 E	Champaign, IL 61822
Pam Barham	Secretary	2451 Clayton Blvd	Champaign IL 61822
HD Brown	Treasurer	907 N Country Fair Dr.	Champaign IL 61821
Dave Price	Director	1807 S Brook Ct	Mahomet IL 61853
Bob Williams	Director	409 S Bourne	Tolono IL 61880
John Bell	Director	1614 W Park Ave	Champaign, IL 61821
Jared Little	Director	1321 Cobble Stone Way	Champaign IL 61822
Debbie Weeks	Director	700 Schlutter St	Thomasboro IL 61878
Marty Polling	Director	1915 McDonald Dr.	Champaign, IL 61821



REDACTED COPY

To be filed
in duplicate
with the Secretary
of State

FORM NPA

DO NOT WRITE IN THIS SPACE

Date 3-21-58

Filing Fee 5.00

Clerk M.S.P.

ARTICLES OF AMENDMENT
to the
ARTICLES OF INCORPORATION
under the
GENERAL NOT FOR PROFIT CORPORATION ACT

589 88

To CHARLES E. CARPENTIER, Secretary of State, Springfield, Illinois.

The undersigned corporation, for the purpose of amending its Articles of Incorporation and pursuant to the provisions of Section 35 of the "General Not For Profit Corporation Act" of the State of Illinois, hereby executes the following Articles of Amendment:

1. The name of the corporation is: CHAMPAIGN COUNTY FAIR ASSOCIATION, PAID

2. There are some members, having voting rights with respect to amendments.

(Strike paragraphs (a), (b), or (c) not applicable)

PAID
MAR 21 1958
Chas. E. Carpentier
Secretary of State

(a) At a meeting of members, at which a quorum was present, held on March 19, 1958, a vote receiving at least two-thirds (2/3) of the votes entitled to be cast by the members of the corporation present or represented by proxy at such meeting.

(b) ~~At a meeting of members, at which a quorum was present, held on _____, _____, 1958, a vote receiving at least two-thirds (2/3) of the votes entitled to be cast by the members of the corporation present or represented by proxy at such meeting.~~

(c) ~~At a meeting of members, at which a quorum was present, held on _____, _____, 1958, a vote receiving at least two-thirds (2/3) of the votes entitled to be cast by the members of the corporation present or represented by proxy at such meeting.~~

The following amendment or amendments were adopted in the manner prescribed by the "General Not For Profit Corporation Act" of the State of Illinois:

RESOLVED, that the purposes for which the Corporation is organized shall be restated in Paragraph Two (2) of the original Charter to read as follows:

The object for which the Corporation is formed is to encourage and promote an interest in agricultural and horticultural activities in the community.

IN WITNESS WHEREOF, the undersigned corporation has caused these Articles of Amendment to be executed in its name by its _____ President, and its _____ Secretary, this 20th day of March, 1958

THE CHAMPAIGN COUNTY FAIR ASSOCIATION
(Exact Corporate Title)

Place
(CORPORATE SEAL)
Here

By Kenneth L. Martin
Its _____ President
Merle R. Mingo
Its _____ Secretary

STATE OF ILLINOIS
COUNTY OF CHAMPAIGN ss.

I, Charles Drey, a Notary Public, do hereby certify that on the 20th day of March, 1958, ~~By~~ Merle R. Mingo
(Acknowledgment by this officer is sufficient)

personally appeared before me and, being first duly sworn by me, acknowledged that _____ he signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Place
(NOTARIAL SEAL)
Here

Charles Drey
Notary Public,

FORM 99-A

Box 1120 File 504

ARTICLES OF AMENDMENT
to the
ARTICLES OF INCORPORATION

of
CHAMPAIGN COUNTY FAIR ASSOCIATION

Amended Purposes

FILED

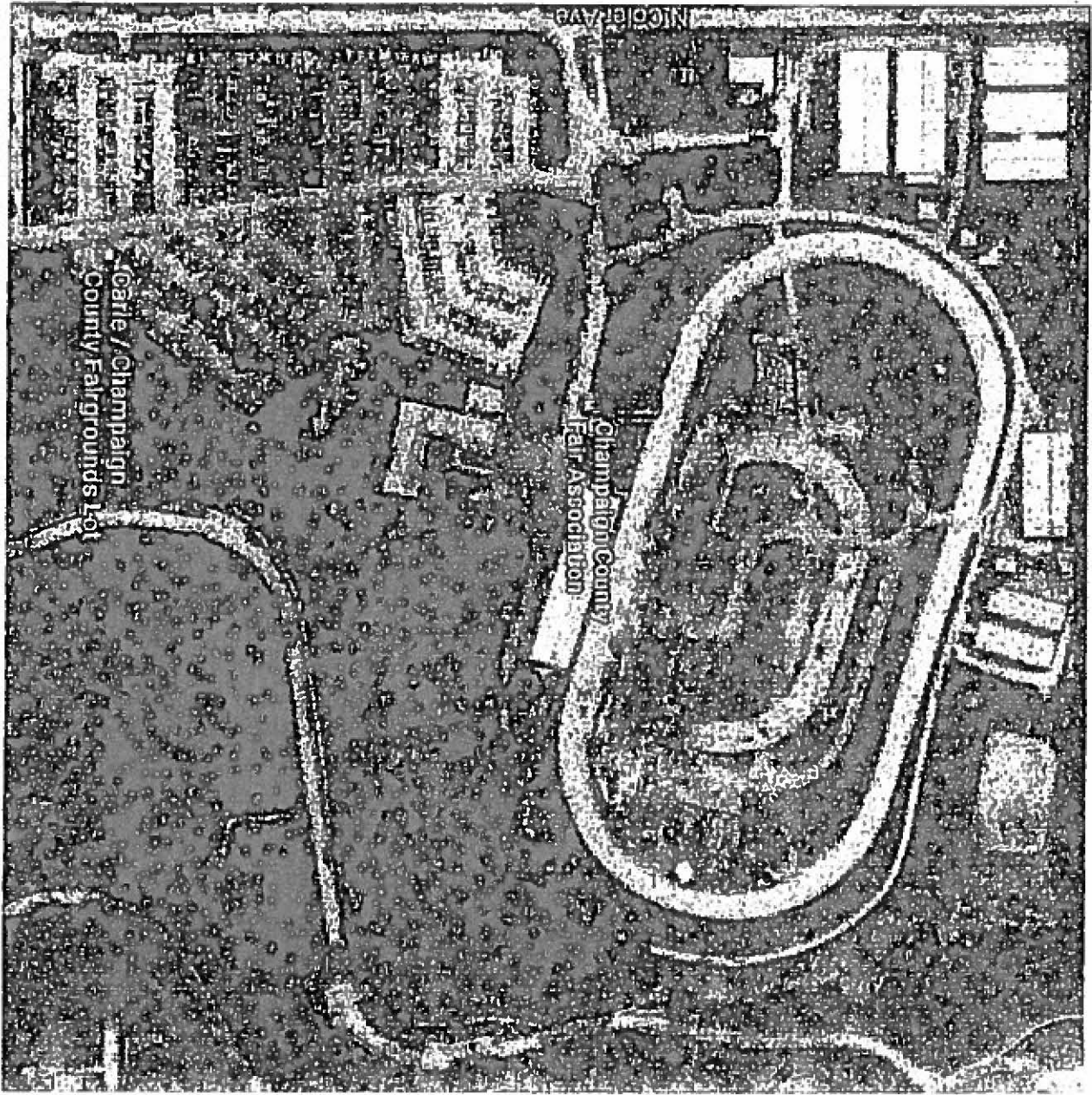
MAR 21 1958

Charles S. Coffey
Secretary of State

Public Fee \$5.00

(CASH—531-7-57)

105



NICOLA

Carle / Champaign
County Fairgrounds Lot

Champaign County
Fair Association



STATE OF ILLINOIS,
Champaign County
Application for:
Recreation & Entertainment License

Applications for License under County Ordinance No. 55 Regulating Recreational & Other Businesses within the County (for use by businesses covered by this Ordinance other than Massage Parlors and similar enterprises)

Print Form

For Office Use Only

License No. 2018-ENT-31
Date(s) of Event(s) July 4-7, 2018
Business Name: GENERATIONS MUSIC BOOKINGS NFP
License Fee: \$ 40.00
Filing Fee: \$ 4.00
TOTAL FEE: \$ 44.00
Checker's Signature: [Signature]

Filing Fees:	Per Year (or fraction thereof):	\$ 100.00
	Per Single-day Event:	\$ 10.00.
	Clerk's Filing Fee:	\$ 4.00

Checks Must Be Made Payable To: Gordy Hulten, Champaign County Clerk

The undersigned individual, partnership, or corporation hereby makes application for the issuance of a license to engage a business controlled under County Ordinance No. 55 and makes the following statements under oath:

- A. 1. Name of Business: Generations Music Booking, NFP
 2. Location of Business for which application is made: 1302 N. Glen Ave. Urbana, IL (Champaign County Fairground)
 3. Business address of Business for which application is made: 2507 S. Neil St., Champaign, IL 61820
 4. Zoning Classification of Property: Commercial/Nonprofit
 5. Date the Business covered by Ordinance No. 55 began at this location: Temporary
 6. Nature of Business normally conducted at this location: Fair + various arts + smart events
 7. Nature of activity to be licensed (include all forms of recreation and entertainment to be provided): Christian music festival, anticipated 1000-1500 attendees
 8. Term for which License is sought (specifically beginning & ending dates): July 4-7, 2018
 (NOTE: All annual licenses expire on December 31st of each year)

9. Do you own the building or property for which this license is sought? No
 10. If you have a lease or rent the property, state the name and address of the owner and when the lease or rental agreement expires: Champaign County Fair Association - leased July 1 - July 8
 11. If any licensed activity will occur outdoors attach a Site Plan (with dimensions) to this application showing location of all buildings, outdoor areas to be used for various purposes and parking spaces. See page 3, Item 7. Attached

Phone: 217-419-1463

INCOMPLETE FORMS WILL NOT BE CONSIDERED FOR A LICENSE AND WILL BE RETURNED TO APPLICANT

- B. If this business will be conducted by a person other than the applicant, give the following information about person employed by applicant as manager, agent or locally responsible party of the business in the designated location:

Name: N/A Date of Birth: _____
Place of Birth: _____ Social Security No.: _____
Residence Address: _____
Citizenship: _____ If naturalized, place and date of naturalization: _____

If, during the license period, a new manager or agent is hired to conduct this business, the applicant MUST furnish the County the above information for the new manager or agent within ten (10) days.

Information requested in the following questions must be supplied by the applicant, if an individual, or by all members who share in profits of a partnership, if the applicant is a partnership.

If the applicant is a corporation, all the information required under Section D must be supplied for the corporation and for each officer.

Additional forms containing the questions may be obtained from the County Clerk, if necessary, for attachment to this application form.

- C. 1. Name(s) of owner(s) or local manager(s) (include any aliases): Nonprofit
Corporation - Section D completed
Date of Birth: _____ Place of Birth: _____
Social Security Number: _____ Citizenship: _____
If naturalized, state place and date of naturalization: _____
2. Residential Addresses for the past three (3) years: _____

3. Business, occupation, or employment of applicant for four (4) years preceding date of application for this license: _____

EACH OFFICER MUST COMPLETE SECTION D. OBTAIN ADDITIONAL FORM PAGES IF NEEDED FROM THE COUNTY CLERK AND ATTACH TO THIS APPLICATION WHEN FILED.

- D. Answer only if applicant is a Corporation:

1. Name of Corporation exactly as shown in articles of incorporation and as registered:
Generations Music Booking, NFP
2. Date of Incorporation: 3/14/2013 State wherein incorporated: IL

3. If foreign Corporation, give name and address of resident agent in Illinois:

N/A

Give first date qualified to do business in Illinois: _____

4. Business address of Corporation in Illinois as stated in Certificate of Incorporation:

2507 S. Neil St.
Champaign, IL 61820

5. Objects of Corporation, as set forth in charter: Religious

6. Names of all Officers of the Corporation and other information as listed:

Name of Officer: James Eisenmenger Title: Treasurer/Secretary
Date elected or appointed: 3/14/13 Social Security No.: _____
Date of Birth: _____ Place of Birth: Chicago, IL
Citizenship: USA
If naturalized, place and date of naturalization: _____

Residential Addresses for past three (3) years:

1798 CR 700N
Sidney, IL 61877

Business, occupation, or employment for four (4) years preceding date of application for this license:

Marta LLC
Partner/CPA/Accounting

7. A site plan (with dimensions) must accompany this application. It must show the location of all buildings, outdoor areas to be used for various purposes and parking spaces.

Attached

3. If foreign Corporation, give name and address of resident agent in Illinois:

N/A

Give first date qualified to do business in Illinois: _____

4. Business address of Corporation in Illinois as stated in Certificate of Incorporation:

2507 S. Neil St.
Champaign, IL 61820

5. Objects of Corporation, as set forth in charter: Religious'

6. Names of all Officers of the Corporation and other information as listed:

Name of Officer: Lute Welch Title: President
Date elected or appointed: 3/14/13 Social Security No.: _____
Date of Birth: _____ Place of Birth: Liberal, IL
Citizenship: USA
If naturalized, place and date of naturalization: _____

Residential Addresses for past three (3) years: _____

908 S. Kickapoo
Liberal, IL 62656

Business, occupation, or employment for four (4) years preceding date of application for this license: _____

Restaurant manager - By The Bean
Restaurant manager - Palms Cafe

7. A site plan (with dimensions) must accompany this application. It must show the location of all buildings, outdoor areas to be used for various purposes and parking spaces.

Attached

3. If foreign Corporation, give name and address of resident agent in Illinois:

N/A

Give first date qualified to do business in Illinois:

4. Business address of Corporation in Illinois as stated in Certificate of Incorporation:

2507 S. Neil St.
Champaign, IL 61820

5. Objects of Corporation, as set forth in charter. Religious

6. Names of all Officers of the Corporation and other information as listed:

Name of Officer: Zack Embury Title: Vice President
Date elected or appointed: 7/5/17 Social Security No.:
Date of Birth: _____ Place of Birth: Peoria, IL
Citizenship: USA
If naturalized, place and date of naturalization:

Residential Addresses for past three (3) years:

125 W. Union St.
Lincoln, IL 62558

Business, occupation, or employment for four (4) years preceding date of application for this license:

Barista at The Bean

7. A site plan (with dimensions) must accompany this application. It must show the location of all buildings, outdoor areas to be used for various purposes and parking spaces.

Attached

AFFIDAVIT
(Complete when applicant is an Individual or Partnership)

I/We swear that I/we have read the application and that all matters stated thereunder are true and correct, are made upon my/our personal knowledge and information and are made for the purpose of inducing the County of Champaign to issue the permit hereunder applied for.

I/We further swear that I/we will not violate any of the laws of the United States of America or of the State of Illinois or the Ordinances of the County of Champaign in the conduct of the business hereunder applied for.

Signature of Owner or of one of two members of Partnership

Signature of Owner or of one of two members of Partnership

Signature of Manager or Agent

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

AFFIDAVIT
(Complete when applicant is a Corporation)

We, the undersigned, president and secretary of the above named corporation, each first being duly sworn, say that each of us has read the foregoing application and that the matters stated therein are true and correct and are made upon our personal knowledge and information, and are made for the purpose of inducing the County of Champaign to issue the license herein applied for.

We further swear that the applicant will not violate any of the laws of the United States of America or of the State of Illinois or the Ordinances of the County of Champaign in the conduct of applicant's place of business.

We further swear that we are the duly constituted and elected officers of said applicant and as such are authorized and empowered to execute their application for and on behalf of said application.

[Signature]

Signature of President

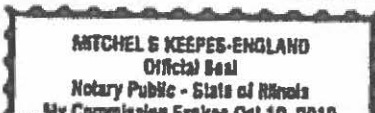
[Signature]

Signature of Secretary

[Signature]

Signature of Manager or Agent

Subscribed and sworn to before me this 15th day of January, 2018.



[Signature]

Notary Public

This **COMPLETED** application along with the appropriate amount of cash, or certified check made payable to GORDY HULTEN, CHAMPAIGN COUNTY CLERK, must be turned in to the Champaign County Clerk's Office, 1776 E. Washington St., Urbana, Illinois 61802. A \$4.00 Filing Fee should be included.

CONTRACT

AGREEMENT made this 10th day of October, 2017 between the Champaign County Fair Association, hereinafter called "Owner" and Generations Music Booking NFP, hereinafter called "Promoter";

1. Premises: The Owner agrees to rent to the Promoter the Champaign County Fairgrounds, including the building commonly known as Kessler Hall, all green space and RV sites on the grounds, and access to all pavilions, grandstands, and unused stock pavilions (excluding horse barns). Track and infield to be provided for parking. Also, Owner will permit Promoter and Promoter's guests access to bathroom facilities. The Promoter will be responsible to pay an additional \$250 facility fee, towards restroom cleaning, attendant, and supplies. The fair office and maintenance buildings are excluded from this agreement.

2. Term: The rental of this space by Promoter from Owner will take place on the following date(s) July 1 - July 8, 2018 (event dates July 4 - July 7, setup and tear down July 1-3 and July 8).

3. Rent: Promoter shall pay to Owner rent in the amount of \$ 6,500. Promoter shall provide Owner with a security deposit of \$ 1,000. (2 separate checks, total rent \$6,500). Rent to be increased by \$500 if the portion of the grounds previously covered by construction fill is leveled and useable by the date of the lease. Rent to be increased by \$500 if the north parking lot is reserved for our exclusive use July 5 & 6.

4. Use: The Promoter will rent this space from Owner for the purpose of: Audiofeed Music Festival (repeat event from 2013 - 2017)

4.a. Parking Access: The Promoter will control access to the grounds at the Coler St. entrance. The promoter will make reasonable efforts not to impede the Carle shuttles or Carle parking to the north and south of the entrance.

5. Utilities: Electrical hookups on the fairgrounds will be used for RV camping, food vendors, and music stages to be included in the rent stated above. Promoter to pay owner \$100 charge for use of A/C and Heating if used. Owner will coordinate delivery, placement, and pickup of four or five 20yd roll-off dumpsters (to be determined as the event approaches), to be reimbursed by Promoter.

6. Equipment and Supplies: Additional equipment to be provided by Owner as noted below. Otherwise, Promoter will furnish all other equipment necessary for its event unless otherwise agrees in writing with Owner.

- Temporary chain link fencing from Kessler Hall to the property border southeast of Kessler Hall (including a vehicle access gate across the asphalt driveway), and from the main bathrooms west to the Carle parking entrance, along the border of the parking lot. Owner will put in a request for supplies, however Promoter's volunteers must assemble.
- Water lines/splitters for all RV campsites.
- Use of folding chairs - to be moved from and returned to grandstands by Promoter's volunteers.
- Use of plastic trash barrels from Owner's stock.
- Toilet paper for bathroom dispensers.
- Garbage can liners

7. Maintenance: Promoter accepts the premises rented in as-is condition and shall maintain said premises in the same condition that it is currently in, ordinary wear and tear accepted.

8. Insurance: Promoter shall not do anything which will in anyway impair the reasonable obligation of any policy of insurance upon the premises. Promoter shall procure and maintain at Promoter's cost and expense policies of insurance insuring the Promoter against public liability, covering the premises rented and use and operation thereof, with limits of not less than \$1 million combine single limit. Any insurance required to be procured and maintained by the Promoter shall not be subject to cancellation except after ten (10) days prior written notice to the Owner and shall name Owner as an additional insured. Promoter shall provide to the Owner a certificate evidencing the insurance of said insurance policy or policies.

9. Rules and Regulations: Owner has the right to bar individuals from the premises. Promoter must inform their guest of all rules and regulations. If rules and regulations are broken by guest they may be barred and/or arrested for criminal trespassing. If the rules and regulations are broken by a Promoter, it is grounds for termination of this Contract.

10. Indemnification: The Promoter agrees to indemnify and save harmless the Owner from and against all claims of whatever nature arising from any act or omission of negligence of the Promoter or the Promoter's agents, servants, or employees, for personal injury or for damage to the premises or any person other than Owner or its agents, occurring during the term hereof in or about the premises. This indemnification and hold harmless agreement shall include indemnity against all reasonable costs, expenses and liability incurred in or in connection with any such claim or proceeding brought thereon, the reasonable expense of investigating the same and the defense thereof, including reasonable attorney's fees.

11. Entry of Premises: The Owner reserves the right to enter upon the premises at all reasonable hours for the purpose of inspecting the same.

12. Default: If Promoter defaults in any of its obligations under this Contract, Owner shall be entitled to terminate this Contract and recover from Promoter any damages from such default, including reasonable attorney fees.

13. Assignment: Promoter shall not assign any of the rights under this Contract or sublet the space, without the prior written consent of the Owner.

IN WITNESS WHEREOF the parties sign their names through their respective agents.

Champaign County Fair Association

Generations Music Booking, NFP FP

(Promoter)

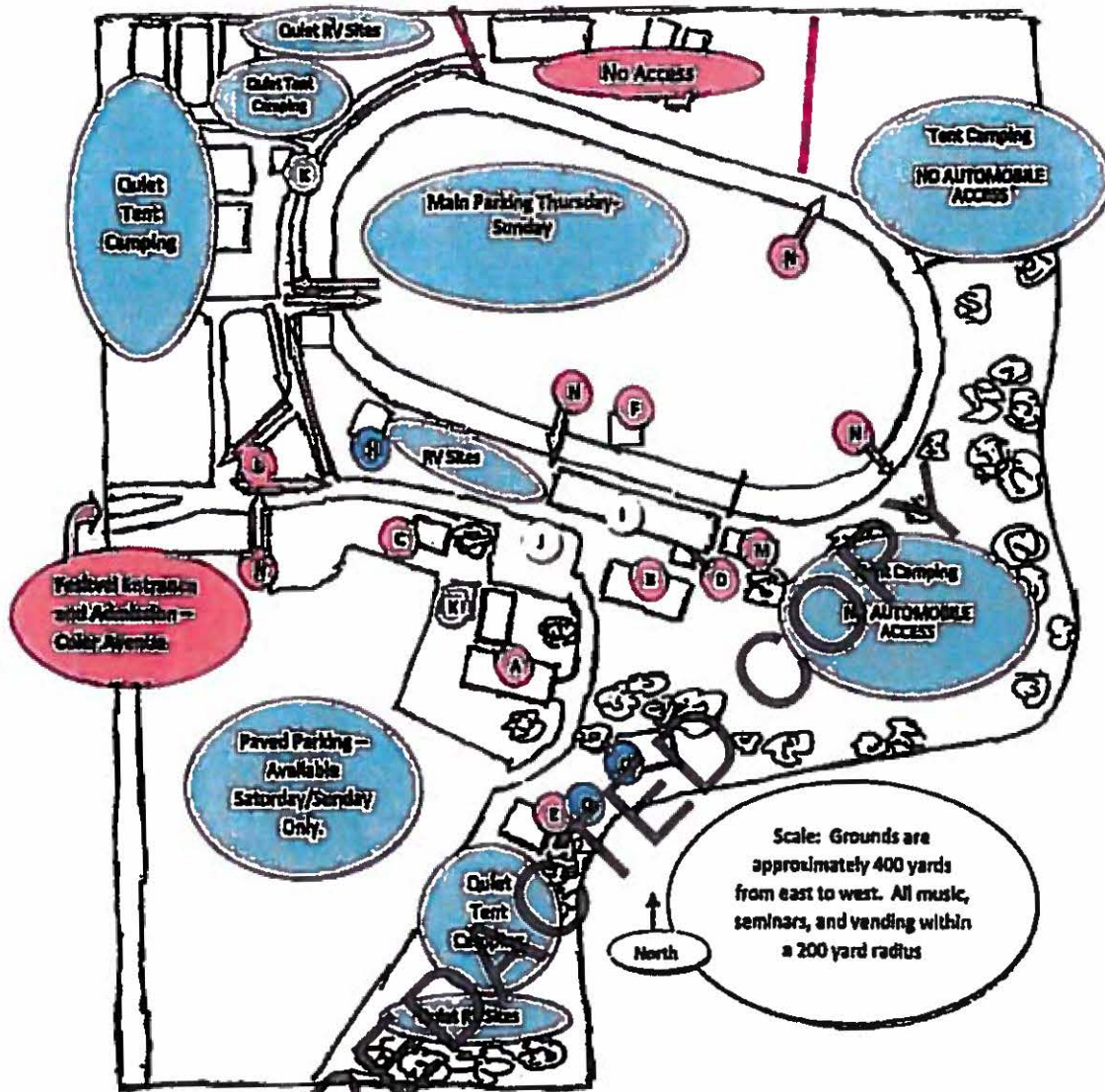
By Carol J. Baubian
Agent for Champaign County
Fair Association

By [Signature]
Agent for: Promoter

Date: Nov 30, 2017

Date: 11/17/17

REDACTED COPY



- | | |
|---|--|
| (A) ARKANSAS STAGE (KESSLER HALL) | (I) MERCHANDISE VENDING |
| (B) BLACK SHEEP STAGE | (J) FOOD VENDING |
| (C) RADON LOUNGE / COFFEE HOUSE | (R) BATHROOMS/SHOWERS |
| (D) THE FRONT PORCH IMPROMPTU | (L) ADMISSIONS TENT/TICKETS/FIRST AID/LOST & FOUND |
| (E) ATHANATOS - MINISTRY & WORSHIP | (M) ARTIST MEALS/HOSPITALITY |
| (F) SANCTUARY STAGE | (N) FOOT TRAFFIC FROM PARKING |
| (G) THE ASYLUM | (O) ANCHOR PRAYER MINISTRY |
| (H) IMAGINOPOLIS (MOVIES, GAMES & SEMINARS) | |



GENEMUS-01

DSTRUERBING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Snyder Insurance Agency 1 Brickyard Drive Bloomington, IL 61701	CONTACT Kim Struering	
	PHONE (AC, No, Ext): (309) 664-1800	FAX (AC, No): (309) 664-1885
INSURED Generations Music Booking NFP c/o Jim Eisenmenger 2507 S Neil St Champaign, IL 61820	INSURER(S) AFFORDING COVERAGE	
	INSURER A: West Bend Mutual	NAIC # 15350
	INSURER B:	
	INSURER C:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	ADDITIONAL COVERAGES	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPI. DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		A01864102	05/01/2017	05/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP. (Per occurrence) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		A01864102	05/01/2017	05/01/2018	COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ DED \$ RETENTIONS \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in IL) <input type="checkbox"/> Y/N					PER STATUTE 12M EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	Directors & Officers		A01864502	05/01/2017	05/01/2018	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Prairie Land Golf and Utility Cars, LLC 1 Quest Drive Bloomington, IL 61705	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kim Struering</i>
---	---

Brookens Administrative
Center
1776 E. Washington Street
Urbana, Illinois 61802

(217) 384-3708

zoningdept@co.champaign.il.us
www.co.champaign.il.us/zoning

To: **Environment and Land Use Committee**

From: **John Hall, Director & Zoning Administrator**

Date: **January 31, 2018**

RE: **Zoning Ordinance amendment to add requirements for
“solar farm”**

Request: **Approval to open a public hearing for the proposed Zoning
Ordinance amendment to add requirements for “solar farm”**

PROPOSED TEXT AMENDMENT

The proposed amendment is attached. Copies of the proposed amendment were distributed on 1/26/18 to ELUC members and the eight solar farm developers who have contacted Champaign County about solar farm development.

There are 10 numbered Parts to the proposed amendment and Part 8 (the proposed new Section 6.1.5) is the most substantive part of the amendment.

Note that several typographical errors were included in Section 6.1.5Q. of the amendment distributed on 1/26/18 and those errors have been corrected in the attached amendment.

REQUIREMENTS STILL TO BE ADDED TO THE PROPOSED AMENDMENT

Due to time constraints the following requirements were not able to be included in the proposed amendment by 1/26/18 and are proposed to be included in the amendment for the public hearing:

- **Solar farm to also be authorized in the AG-2 Agriculture Zoning District.** This will affect Parts 2, 4, and 8 of the proposed amendment.
- **Allow waiver of the Roadway Upgrade and Maintenance Agreement (Section 6.1.5F.) for a “community solar garden” upon signature by the relevant highway authority.** A “community solar garden” is a type of small solar facility that meets the definition of “community renewable generation project” as defined in the Illinois Future Energy Jobs Act (Public Act 99-0906). A “community renewable generation project” is any renewable energy electrical generating facility that is interconnected to the power grid and limited to less than 2,000 kilowatts (2 MW) nameplate capacity and that credits the value of electricity generated to subscribers of the facility. A “community solar garden” is such a small “solar farm” that the traditional Roadway Upgrade and Maintenance Agreement may not always be necessary.
- **Require \$1,000 per acre minimum value for the financial assurance.** This is a requirement in the Kankakee County solar farm requirements. This minimum value could be added in a new paragraph 6.1.5 Q.4.(b)(8).

ATTACHMENTS

A Proposed Amendment

Attachment A. Proposed Amendment
January 31, 2018

1. Add the following to Section 3.0 Definitions (somewhat similar to the definition of WIND FARM):

NOXIOUS WEEDS: any of several plants designated pursuant to the Illinois Noxious Weed Law (505 ILCS 100/1 et seq.) and that are identified in 8 Illinois Administrative Code 220.

SOLAR FARM: A unified development intended to convert sunlight into electricity whether by photovoltaic (PV) devices, concentrating solar thermal devices (CST), or other conversion technology using other types of solar devices, for the primary purpose of wholesale sales of generated electricity. A SOLAR FARM is under a common ownership and operating control even though parts of the SOLAR FARM may be located on land leased from different owners. A SOLAR FARM includes all necessary components including access driveways, solar devices, electrical inverter(s), electrical transformer(s), cabling, a common switching station, maintenance and management facilities, and waterwells.

2. Add new subparagraph 4.2.1 C.4. as follows:

4. A SOLAR FARM may be authorized as a County Board SPECIAL USE permit in the AG-1, Agriculture Zoning District as a second PRINCIPAL USE on a LOT with another PRINCIPAL USE.

3. Add new subparagraph 4.3.4 H. 4. i. as follows (similar to existing 4.3.4H.4.h. for wind farms):

- h. SOLAR FARM except as PIPELINE IMPACT RADIUS regulations are required in Subsection 6.1.5.

4. Amend Section 5.2 as follows (similar to existing WIND FARM designation):

Add "SOLAR FARM" as a COUNTY BOARD Special Use Permit in the AG-1 District by a "B".

5. Add the following as footnote 15 under the Special Provisions for the AG-1 District in Section 5.3 (similar to existing footnote 14 for LOTS in a WIND FARM):

15. LOTS in a SOLAR FARM County Board SPECIAL USE Permit and intended for SOLAR FARM, related substations, and SOLAR FARM maintenance and management facilities are exempt from the requirements of Section 5.3 except as such regulations are required by Subsection 6.1.4.

6. Add new paragraph 5.4.3 F. as follows:

- F. The Rural Residential Overlay Zoning District is prohibited from being established within a SOLAR FARM County Board SPECIAL USE Permit.

7. Amend Section 6.1.1 to read as follows:

A. Site Reclamation Plan for NON-ADAPTABLE STRUCTURES

1. In the course of BOARD review of a SPECIAL USE request, the BOARD may find that a proposed STRUCTURE is a NON-ADAPTABLE STRUCTURE. Any WIND FARM and any SOLAR FARM shall be a NON-ADAPTABLE STRUCTURE. The Applicant for the SPECIAL USE request for a NON-ADAPTABLE STRUCTURE shall submit a site reclamation plan to the BOARD for the subject site.
2. The site reclamation plan shall be binding upon all successors of title to the land. Prior to the issuance of a SPECIAL USE Permit for such NON-ADAPTABLE STRUCTURES, the landowner or applicant shall also record a covenant incorporating the provisions of the site reclamation plan on the deed subject to the LOT, requiring that the reclamation work be performed and that a letter of credit be provided for financial assurance.
3. Separate cost estimates for Section 6.1.1A.4.a., 6.1.1A.4.b., and 6.1.1A.4.c. shall be provided by an Illinois Licensed Professional Engineer.
 - a. Cost estimates provided shall be subject to approval of the BOARD.
 - b. Except as provided in Section 6.1.4P. and Section 6.1.5Q., the salvage value of the components of the NON-ADAPTABLE STRUCTURE shall not be credited to the cost estimates.
4. The site reclamation plan shall provide for:
 - a. removal of above-ground portion of any STRUCTURE on the subject site; site grading; and, interim soil erosion control;
 - b. below-ground restoration, including final grading and surface treatment;
 - c. any environmental remediation required by State or Federal law;
 - d. provision and maintenance of a letter of credit, as set forth in Section 6.1.1A.5.

Attachment A. Proposed Amendment

January 31, 2018

5. No Zoning Use Permit for such SPECIAL USE will be issued until the applicant provides the COUNTY with an irrevocable letter of credit to be drawn upon a federally insured financial institution within 200 miles of Urbana or reasonable anticipated travel costs shall be added to the amount of the letter of credit. The irrevocable letter of credit shall be in the amount of one hundred fifty percent (150%) of an independent engineer's cost estimate to complete the work described in Section 6.1.1A.4.a., Section 6.1.1A.4.b., and Section 6.1.1A.4.c., except a different amount may be required as a standard condition in Section 6.1.4P. and Section 6.1.5Q. This letter of credit, or a successor letter of credit pursuant to Section 6.1.1A.6. or 6.1.1A.12. shall remain in effect and shall be made available to the COUNTY for an indefinite term or for a different term that may be required as a standard condition in paragraph 6.1.4P.

6. One hundred eighty (180) days prior to the expiration date of an irrevocable letter of credit submitted pursuant to this Section, the Zoning Administrator shall notify the landowner or applicant in writing and request information about the landowner or applicant's intent to renew the letter of credit, or remove the NON-ADAPTABLE STRUCTURE. The landowner or applicant shall have thirty (30) days to respond in writing to this request. If the landowner or applicant's intention is to remove the NON-ADAPTABLE STRUCTURE, the landowner or applicant will have a total of ninety (90) days from the date of response to remove it in accordance with Section 6.1.1A.4.a. At the end of ninety (90) days, the Zoning Administrator shall have a period of sixty (60) days to either:
 - a. confirm that the bank has renewed the letter of credit; or
 - b. inspect the subject property for compliance with Section 6.1.1A.4.a.;
 - c. draw on the letter of credit and commence the bid process to have a contractor remove the NON-ADAPTABLE STRUCTURE pursuant to Section 6.1.1A.4.a.

7. The Zoning Administrator may find a NON-ADAPTABLE STRUCTURE abandoned in place. Factors to be considered in making this finding include, but are not limited to:
 - a. the nature and frequency of use as set forth in the application for SPECIAL USE;
 - b. the current nature and frequency of use;

Attachment A. Proposed Amendment

January 31, 2018

- c. whether the NON-ADAPTABLE STRUCTURE has become a public nuisance, or otherwise poses a risk of harm to public health or safety;
 - d. whether the NON-ADAPTABLE STRUCTURE has been maintained in a manner which allows it to be used for its intended purpose, with no greater effects on surrounding properties and the public as a whole than was originally intended.
 - e. A court of law, an arbitrator, mediator, or any state or Federal agency charged with enforcing State or Federal law has made a finding that either said NON-ADAPTABLE STRUCTURE or the structures supporting said NON-ADAPTABLE STRUCTURE and/or any related site grading and soil erosion controls or lack of same, constitutes a public nuisance or otherwise violates State or Federal law, or any State or Federal agency charged with enforcing State or Federal law has made a final determination either imposing an administrative sanction on any person associated with the NON-ADAPTABLE STRUCTURE relating to its use or denying the NON-ADAPTABLE STRUCTURE a permit necessary for its lawful operation.
8. Once the Zoning Administrator has made a finding that a NON-ADAPTABLE STRUCTURE is abandoned in place, the Zoning Administrator shall issue notice to the land owner at the owner's last known address that the COUNTY will draw on the performance guarantee within thirty (30) days unless the owner appeals the Zoning Administrator's finding, pursuant to Section 9.1.8 or enters into a written agreement with the COUNTY to remove such NON-ADAPTABLE STRUCTURE in accordance with Section 6.1.1A.4. within ninety (90) days and removes the NON-ADAPTABLE STRUCTURE accordingly.
9. The Zoning Administrator may draw on the funds to have said NON-ADAPTABLE STRUCTURE removed as per Section 6.1.1A.4. of the reclamation agreement when any of the following occur:
- a. no response is received from the land owner within thirty (30) days from initial notification by the Zoning Administrator;

Attachment A. Proposed Amendment

January 31, 2018

- b. the land owner does not enter, or breaches any term of a written agreement with the COUNTY to remove said NON-ADAPTABLE structure as provided in Section 6.1.1A.8.;
 - c. any breach or performance failure of any provision of the reclamation agreement;
 - d. the owner of record has filed a bankruptcy petition, or compromised the COUNTY's interest in the letter of credit in any way to specifically allowed by the reclamation agreement;
 - e. a court of law has made a finding that a NON-ADAPTABLE STRUCTURE constitutes a public nuisance;
 - f. the owner of record has failed to replace an expiring letter of credit within the deadlines set forth in Section 6.1.1A.6.;
or
 - g. any other conditions to which the COUNTY and the land owner mutually agree, as set forth in the reclamation agreement.
10. Once the letter of credit has been drawn upon, and the site has been restored to its original condition, as certified by the Zoning Administrator, the covenant entered pursuant to Section 6.1.1.A.2. shall expire, and the COUNTY shall act to remove said covenant from the record of the property at the Recorder of Deeds within forty-five (45) days.
11. The proceeds of the letter of credit may only be used by the COUNTY to:
- a. remove the NON-ADAPTABLE STRUCTURE and return the site to its condition prior to the placement of the NON-ADAPTABLE STRUCTURE, in accordance with the most recent reclamation agreement submitted and accepted in relation to the NON-ADAPTIVE STRUCTURE;
 - b. pay all administrative and ancillary costs associated with drawing upon the financial assurance and performing the reclamation work, which shall include, but not be limited to, attorney's fees; construction management and other professional service fees; and the costs of preparing request for proposal and bidding documents required to comply

Attachment A. Proposed Amendment

January 31, 2018

with state law or Champaign County purchasing policies;
and

- c. remove any covenants placed on the title in conjunction with Section 6.1.1.A.2.

The balance of any proceeds remaining after the site has been reclaimed shall be returned to the issuer of the letter of credit.

- 12. Upon transfer of any property subject to a letter of credit pursuant to this Section, the new owner or applicant of record shall submit a new irrevocable letter of credit of same or greater value to the Zoning Administrator, prior to legal transfer of title, and shall submit a new site reclamation plan, pursuant to Section 6.1.1A.4.a., and, for WIND FARMS, Section 6.1.4P., and for SOLAR FARMS, 6.1.5Q. Once the new owner or applicant of record has done so, the letter of credit posted by the previous owner or applicant shall be released, and the previous owner shall be released from any further obligations under the site reclamation plan.
- 13. The Applicant shall provide evidence of any new, additional, or substitute financial assurance to the Zoning Administrator throughout the operating lifetime of the NON-ADAPTABLE STRUCTURE.
- 14. Should the site reclamation plan, or any part of it, be deemed invalid by a court of competent jurisdiction, the associated SPECIAL USE permit shall be deemed void.

8. Add new subsection 6.1.5 as follows (NOTE: the following new subsection is based on the existing subsection 6.1.4 for “WIND FARM”):

6.1.5 SOLAR FARM County Board SPECIAL USE permit

A SOLAR FARM County Board SPECIAL USE permit may only be authorized in the AG-1 Zoning District subject to the following standard conditions.

A. General Standard Conditions

- 1. The area of the SOLAR FARM County Board SPECIAL USE permit must include the following minimum areas:
 - (a) All land that will be exposed to a noise level greater than that authorized to Class A land under paragraph 6.1.5 I.
 - (b) All necessary access lanes or driveways and any required new PRIVATE ACCESSWAYS. For purposes of determining the minimum area of the special use permit, access lanes or driveways shall be provided a minimum 40 feet wide area.

- (c) All necessary SOLAR FARM STRUCTURES and ACCESSORY STRUCTURES including electrical distribution lines, inverters, transformers, common switching stations, and substations not under the ownership of a PUBLICLY REGULATED UTILITY and all waterwells that will provide water for the SOLAR FARM. For purposes of determining the minimum area of the special use permit, underground cable installations shall be provided a minimum 40 feet wide area.
- 2. The SOLAR FARM County Board SPECIAL USE permit shall not be located in the following areas:
 - a. Less than one-and-one-half miles from an incorporated municipality that has a zoning ordinance unless the following is provided:
 - (1) The SOLAR FARM SPECIAL USE permit application shall include documentation that the application has provided a complete copy of the SPECIAL USE permit application to any municipality within one-and-one-half miles of the proposed SOLAR FARM.
 - (2) A municipal Resolution of Non-opposition to the SOLAR FARM by any relevant municipality must be submitted to the ZONING ADMINISTRATOR prior to the consideration of the SOLAR FARM SPECIAL USE permit by the Champaign County Board.
 - b. Less than one-half mile from the CR Conservation Recreation Zoning District.
 - c. Any easement for a GAS PIPELINE or HAZARDOUS LIQUID PIPELINE; or any easement for an underground water main; or any easement for a drainage district.
 - 3. Interconnection to the power grid
 - a. The SOLAR FARM SPECIAL USE permit application shall include documentation that the applicant or SOLAR FARM is in the queue to acquire an interconnection agreement to the power grid.
 - b. Documentation of an executed interconnection agreement with the appropriate electric utility shall be provided prior to issuance of a Zoning Compliance Certificate to authorize operation of the SOLAR FARM.
- B. Minimum Lot Standards

1. There are no minimum LOT AREA, AVERAGE LOT WIDTH, SETBACK, YARD, or maximum LOT COVERAGE requirements for a SOLAR FARM or for LOTS for SOLAR FARM substations and/ or SOLAR FARM maintenance and management facilities.
 2. There is no maximum LOT AREA requirement on BEST PRIME FARMLAND.
- C. Minimum Standard Conditions for Separations for SOLAR FARM from adjacent USES and STRUCTURES

The location of each SOLAR FARM shall provide the following required separations as measured from the exterior of the above ground portion of the SOLAR FARM STRUCTURES and equipment except for fencing:

1. A SETBACK of 100 feet from a MINOR STREET and a SETBACK of 120 feet from a COLLECTOR STREET and a SETBACK of 130 feet from a MAJOR STREET.
2. At least 100 feet from any existing DWELLING or existing PRINCIPAL BUILDING and not less than 50 feet from the property line and provided that the noise level caused by the SOLAR FARM at the particular building complies with the applicable Illinois Pollution Control Board regulations.
3. A separation of at least 500 feet from any of the following unless the SPECIAL USE permit application includes results provided from an analysis using the Solar Glare Hazard Analysis Tool (SGHAT) for the Airport Traffic Control Tower cab and final approach paths, consistent with the Interim Policy, Federal Aviation Administration (FAA) Review of Solar Energy Projects on Federally Obligated Airports, or the most recent version adopted by the FAA, and the SGHAT results show no detrimental affect with less than a 500 feet separation from any of the following:
 - (a) any AIRPORT premises or any AIRPORT approach zone; or
 - (b) any legal RESTRICTED LANDING AREA that existed on or for which there had been a complete SPECIAL USE permit application received by April 22, 2010, or any approach zone for any such RESTRICTED LANDING AREA; or
 - (c) any legal RESIDENTIAL AIRPORT that existed on or for which there had been a complete SPECIAL USE permit application received by April 22, 2010, or any approach zone for any such RESIDENTIAL AIRPORT.

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- D. Standard Conditions for Design and Installation of any SOLAR FARM.
1. Any building that is part of a SOLAR FARM shall include as a requirement for a Zoning Compliance Certificate a certification by an Illinois Professional Engineer or Illinois Licensed Structural Engineer or other qualified professional that the constructed building conforms to Public Act 96-074 regarding building code compliance and conforms to the Illinois Accessibility Code.
 2. Electrical Components
 - (a) All electrical components of the SOLAR FARM shall conform to the National Electrical Code as amended.
 - (b) All power and communication wiring shall be buried underground except for connections that must be above ground.
 3. The SOLAR FARM shall comply with all applicable Federal Aviation Administration (FAA) requirements which shall be explained in the application.
 4. Maximum height. The height limitation established in Section 5.3 shall not apply to a SOLAR FARM. The maximum height of all above ground STRUCTURES shall be identified in the application and as approved in the SPECIAL USE permit.
 5. Warnings
 - (a) A reasonably visible warning sign concerning voltage must be placed at the base of all pad-mounted transformers and substations.
- E. Standard Conditions to Mitigate Damage to Farmland
1. All underground wiring or cabling for the SOLAR FARM shall be at a minimum depth of 4 feet below grade or deeper if required to maintain a minimum one foot of clearance between the wire or cable and any agricultural drainage tile.
 2. Protection of agricultural drainage tile
 - (a) The applicant shall endeavor to locate all existing agricultural drainage tile prior to establishing any construction staging areas, construction of any necessary SOLAR FARM access lanes or driveways, construction of any SOLAR FARM STRUCTURES, any common switching stations, substations, and installation of underground wiring or cabling. The applicant shall contact affected landowners and tenants for their knowledge of tile line locations prior to the proposed construction. Drainage districts shall be notified at least two weeks prior to disruption of tile.

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- (b) All identified drainage district tile lines shall be staked or flagged prior to construction to alert construction crews of the possible need for tile line repairs unless this requirement is waived in writing by the drainage district.
- (c) Any agricultural drainage tile located underneath construction staging areas, access lanes, driveways, any common switching stations, and substations shall be replaced as required in Section 6.3 of the Champaign County Champaign County Storm Water Management and Erosion Control Ordinance.
- (d) Any agricultural drainage tile that must be relocated shall be relocated as required in the Champaign County Champaign County Storm Water Management and Erosion Control Ordinance.
- (e) Conformance of any relocation of drainage district tile with the in the Champaign County Champaign County Storm Water Management and Erosion Control Ordinance shall be certified by an Illinois Professional Engineer. Written approval by the drainage district shall be received prior to any backfilling of the relocated drain tile and a copy of the approval shall be submitted to the Zoning Administrator. As-built drawings shall be provided to both the relevant drainage district and the Zoning Administrator of any relocated drainage district tile.
- (f) All tile lines that are damaged, cut, or removed shall be staked or flagged in such manner that they will remain visible until the permanent repairs are completed.
- (g) All exposed tile lines shall be screened or otherwise protected to prevent the entry into the tile of foreign materials, loose soil, small mammals, etc.
- (h) Permanent repairs shall be made within 14 days of the tile damage provided that weather and soil conditions are suitable or a temporary tile repair shall be made. Immediate temporary repair shall also be required if water is flowing through any damaged tile line. Temporary repairs are not needed if the tile lines are dry and water is not flowing in the tile provided the permanent repairs can be made within 14 days of the damage.
- (i) All damaged tile shall be repaired so as to operate as well after construction as before the construction began.

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- (j) Following completion of the SOLAR FARM construction the applicant shall be responsible for correcting all tile line repairs that fail, provided that the failed repair was made by the Applicant.
- 3. All soil conservation practices (such as terraces, grassed waterways, etc.) that are damaged by SOLAR FARM construction shall be restored by the applicant to the pre- SOLAR FARM construction condition.
 - 4. Topsoil replacement

For any open trenching required pursuant to SOLAR FARM construction, the topsoil shall be stripped and replaced as follows:

- (a) The top 12 inches of topsoil shall first be stripped from the area to be trenched and from an adjacent area to be used for subsoil storage. The topsoil shall be stored in a windrow parallel to the trench in such a manner that it will not become intermixed with subsoil materials.
 - (b) All subsoil material that is removed from the trench shall be placed in the second adjacent stripped windrow parallel to the trench but separate from the topsoil windrow.
 - (c) In backfilling the trench, the stockpiled subsoil material shall be placed back into the trench before replacing the topsoil.
 - (d) The topsoil must be replaced such that after settling occurs, the topsoil's original depth and contour (with an allowance for settling) will be restored.
- 5. Mitigation of soil compaction and rutting
 - (a) The Applicant shall not be responsible for mitigation of soil compaction and rutting if exempted by the SOLAR FARM lease.
 - (b) Unless specifically provided for otherwise in the SOLAR FARM lease, the Applicant shall mitigate soil compaction and rutting for all areas of farmland that were traversed with vehicles and construction equipment or where topsoil is replaced in open trenches.
 - 6. Land leveling
 - (a) The Applicant shall not be responsible for leveling of disturbed land if exempted by the SOLAR FARM lease.

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- (b) Unless specifically provided for otherwise in the SOLAR FARM lease, the Applicant shall level all disturbed land as follows:
 - (1) Following the completion of any open trenching, the applicant shall restore all land to its original pre-construction elevation and contour.
 - (2) Should uneven settling occur or surface drainage problems develop as a result of the trenching within the first year after completion, the applicant shall again restore the land to its original pre-construction elevation and contour.

7. Permanent Erosion and Sedimentation Control Plan

- (a) Prior to the approval of any Zoning Use Permit, the Applicant shall provide a permanent soil erosion and sedimentation plan for the SOLAR FARM including any access road that conforms to the relevant Natural Resources Conservation Service guidelines and that is prepared by an Illinois Licensed Professional Engineer.
- (b) As-built documentation of all permanent soil erosion and sedimentation improvements for the SOLAR FARM including any access road prepared by an Illinois Licensed Professional Engineer shall be submitted and accepted by the Zoning Administrator prior to approval of any Zoning Compliance Certificate.

F. Standard Conditions for Use of Public Streets

Any SOLAR FARM Applicant proposing to use any County Highway or a township or municipal STREET for the purpose of transporting SOLAR FARM or Substation parts and/or equipment for construction, operation, or maintenance of the SOLAR FARM or Substations(s), shall identify all such public STREETS and pay the costs of any necessary permits and the costs to repair any damage to the STREETS caused by the SOLAR FARM construction, as follows:

- 1. Prior to the close of the public hearing before the BOARD, the Applicant shall enter into a Roadway Upgrade and Maintenance agreement approved by the County Engineer and State's Attorney; or Township Highway Commissioner; or municipality where relevant, and the signed and executed Roadway Upgrade and Maintenance agreements must provide for the following minimum conditions:
 - a. The applicant shall agree to conduct a pre- SOLAR FARM construction baseline survey to determine existing STREET conditions for assessing potential future damage including the following:

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- (1) A videotape of the affected length of each subject STREET supplemented by photographs if necessary.
 - (2) Pay for costs of the County to hire a consultant to make a study of any structure on the proposed route that the County Engineer feels may not carry the loads likely during the SOLAR FARM construction.
 - (3) Pay for any strengthening of STREET structures that may be necessary to accommodate the proposed traffic loads caused by the SOLAR FARM construction.
- b. The Applicant shall agree to pay for costs of the County Engineer to hire a consultant to make a study of any structure on the proposed route that the County Engineer feels may not carry the loads likely during the SOLAR FARM construction and pay for any strengthening of structures that may be necessary to accommodate the proposed traffic loads caused by the SOLAR FARM construction.
 - c. The Applicant shall agree upon an estimate of costs for any other necessary roadway improvements prior to construction.
 - d. The Applicant shall obtain any necessary approvals for the STREET improvements from the relevant STREET maintenance authority.
 - e. The Applicant shall obtain any necessary Access Permits including any required plans.
 - f. The Applicant shall erect permanent markers indicating the presence of underground cables.
 - g. The Applicant shall install marker tape in any cable trench.
 - h. The Applicant shall become a member of the Illinois state wide One-Call Notice System (otherwise known as the Joint Utility Locating Information for Excavators or "JULIE") and provide JULIE with all of the information necessary to update its record with respect to the SOLAR FARM.
 - i. The Applicant shall use directional boring equipment to make all crossings of County Highways for the cable collection system.
 - j. The Applicant shall provide plans for the widening of any corner radius that is necessary to facilitate the turning movements of the transport trucks used by the Applicant.

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- k. The Applicant shall pay for the necessary temporary STREET improvements for the widened corner radii and pay for the cost to return the widened radii to their original lines and grades when no longer needed for the SOLAR FARM construction unless the STREET maintenance authority requests that the widened radii remain as improved.
- l. The Applicant shall notify the STREET maintenance authority in advance of all oversize moves and crane crossings.
- m. The Applicant shall provide the County Engineer with a copy of each overweight and oversize permit issued by the Illinois Department of Transportation for SOLAR FARM construction.
- n. The Applicant shall transport the SOLAR FARM loads so as to minimize adverse impact on the local traffic including farm traffic.
- o. The Applicant shall schedule SOLAR FARM construction traffic in a way to minimize adverse impacts on emergency response vehicles, rural mail delivery, school bus traffic, and local agricultural traffic.
- p. The Applicant shall provide as much advance notice as is commercially reasonable to obtain approval of the STREET maintenance authority when it is necessary for a STREET to be closed due to a crane crossing or for any other reason. Notwithstanding the generality of the aforementioned, the Applicant will provide 48 hours notice to the extent reasonably practicable.
- q. The Applicant shall provide signs indicating all highway and STREET closures and work zones in accordance with the Illinois Department of Transportation Manual on Uniform Traffic Control Devices.
- r. The Applicant shall establish a single escrow account and a single Irrevocable Letter of Credit for the cost of all STREET upgrades and repairs pursuant to the SOLAR FARM construction.
- s. The Applicant shall notify all relevant parties of any temporary STREET closures
- t. The Applicant shall obtain easements and other land rights needed to fulfill the Applicant's obligations under this Agreement.

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- u. The Applicant shall agree that the County shall design all STREET upgrades in accordance with the IDOT Bureau of Local Roads and Streets Manual, 2005 edition.
 - v. The Applicant shall provide written Notice to Proceed to the relevant STREET maintenance authority by December 31 of each year that identifies the STREETS to be upgraded during the following year.
 - w. The Applicant shall provide dust control and grading work to the reasonable satisfaction of the County Engineer on STREETS that become aggregate surface STREETS.
 - x. The Applicant shall conduct a post- SOLAR FARM construction baseline survey similar to the pre- SOLAR FARM construction baseline survey to identify the extent of repairs necessary to return the STREET to the pre- SOLAR FARM construction condition.
 - y. The Applicant shall pay for the cost of all repairs to all STREETS that are damaged by the Applicant during the construction of the SOLAR FARM and restore such STREETS to the condition they were in at the time of the pre- SOLAR FARM construction inventory.
 - z. All SOLAR FARM construction traffic shall exclusively use routes designated in the approved Transportation Impact Analysis.
 - aa. The Applicant shall provide liability insurance in an acceptable amount to cover the required STREET construction activities.
 - bb. The Applicant shall pay for the present worth costs of life consumed by the construction traffic as determined by the pavement management surveys and reports on the roads which do not show significant enough deterioration to warrant immediate restoration.
 - cc. Provisions for expiration date on the agreement.
 - dd. Other conditions that may be required.
2. A condition of the County Board Special Use Permit approval shall be that the Zoning Administrator shall not authorize a Zoning Use Permit for the SOLAR FARM until the County Engineer and State's Attorney; or Township Highway Commissioner; or municipality where relevant, has approved a Transportation Impact Analysis provided by the Applicant and prepared by an independent engineer that is mutually acceptable to the Applicant and the County Engineer and State's Attorney; or Township

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Highway Commissioner; or municipality where relevant, that includes the following:

- (a) Identify all such public STREETS or portions thereof that are intended to be used by the Applicant during construction of the SOLAR FARM as well as the number of loads, per axle weight of each load; and type of equipment that will be used to transport each load.
- (b) A schedule of the across road culverts and bridges affected by the project and the recommendations as to actions, if any, required with respect to such culverts and bridges and estimated of the cost to replace such culverts and bridges;
- (c) A schedule of the anticipated STREET repair costs to be made in advance of the SOLAR FARM construction and following construction of the SOLAR FARM.
- (d) The Applicant shall reimburse the County Engineer; or Township Highway Commissioner; or municipality where relevant, for all reasonable engineering fees including the costs of a third party consultant, incurred in connection with the review and approval of the Transportation Impact Analysis.

- 3. At such time as decommissioning takes place the Applicant or its successors in interest shall enter into a Roadway use and Repair Agreement with the appropriate highway authority.

G. Standard Conditions for Coordination with Local Fire Protection District

- 1. The Applicant shall submit to the local fire protection district a copy of the site plan.
- 2. Upon request by the local fire protection district, the Owner or Operator shall cooperate with the local fire protection district to develop the fire protection district's emergency response plan.
- 3. Nothing in this section shall alleviate the need to comply with all other applicable fire laws and regulations.

H. Standard Conditions to Mitigate Electromagnetic Interference

- 1. The Applicant shall provide the applicable microwave transmission providers and local emergency service provider(s) (911 operators) copies of the project summary and site plan.

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2. To the extent that any relevant microwave transmission provider and local emergency service provider demonstrates a likelihood of interference with its communications resulting from the SOLAR FARM, the Applicant shall take reasonable measures to mitigate such anticipated interference.
3. If, after construction of the SOLAR FARM, the Owner or Operator receives a written complaint related to the above-mentioned interference, the Owner or Operator shall take reasonable steps to respond to the complaint.
4. If, after construction of the SOLAR FARM, the Owner or Operator receives a written complaint related to interference with local broadcast residential television, the Owner or Operator shall take reasonable steps to respond to the complaint.

I. Standard Conditions for Allowable Noise Level

1. Noise levels from any SOLAR FARM shall be in compliance with the applicable Illinois Pollution Control Board (IPCB) regulations (*35 Illinois Administrative Code* Subtitle H: Noise Parts 900, 901, 910).
2. The Applicant shall submit manufacturer's sound power level characteristics and other relevant data regarding noise characteristics of proposed SOLAR FARM equipment necessary for a competent noise analysis.
3. The Applicant, through the use of a qualified professional, as part of the siting approval application process, shall appropriately demonstrate compliance with the above noise requirements.
4. After construction of the SOLAR FARM the Zoning Administrator shall take appropriate enforcement action as necessary to investigate noise complaints in order to determine the validity of the complaints and take any additional enforcement action as proves warranted to stop any violation that is occurring, including but not limited to the following:
 - (a) The Zoning Administrator shall make the Environment and Land Use Committee aware of complaints about noise that have been received by the Complaint Hotline.
 - (b) If the Environment and Land Use Committee determines that the noise is excessive, the Environment and Land Use Committee shall require the Owner or Operator to take reasonable steps to mitigate the excessive noise.

J. Standard Conditions for Endangered Species Consultation

The Applicant shall apply for consultation with the Endangered Species Program of the Illinois Department of Natural Resources. The Application shall include a copy of the Agency Action Report from the Endangered Species Program of the Illinois Department of Natural Resources or, if applicable, a copy of the Detailed Action Plan Report submitted to the Endangered Species Program of the Illinois Department of Natural Resources and a copy of the response from the Illinois Department of Natural Resources.

K. Standard Conditions for Historic and Archaeological Resources Review

The Applicant shall apply for consultation with the State Historic Preservation Officer of the Illinois Department of Natural Resources. The Application shall include a copy of the Agency Action Report from the State Historic Preservation Officer of the Illinois Department of Natural Resources.

L. Standard Conditions for Acceptable Wildlife Impacts

1. The SOLAR FARM shall be located, designed, constructed, and operated so as to avoid and if necessary mitigate the impacts to wildlife to a sustainable level of mortality.

M. Screening and fencing

1. Perimeter fencing

- a. SOLAR FARM equipment and structures shall be fully enclosed and secured by a fence with a minimum height of 7 feet.
- b. Knox boxes and keys shall be provided at locked entrances for emergency personnel access.
- c. The perimeter fencing shall be a minimum of 10 feet from a SIDE or REAR LOT LINE and a minimum of 40 feet from a MINOR STREET and a minimum of 55 feet from a COLLECTOR STREET and a minimum of 60 feet from a MAJOR STREET but in no case shall the perimeter fencing be less than 10 feet from the RIGHT OF WAY of any STREET.
- d. Vegetation between the fencing and the LOT LINE shall be maintained such that NOXIOUS WEEDS are controlled or eradicated consistent with the Illinois Noxious Weed Law (505 ILCS 100/1 et seq.). Management of the vegetation shall be explained in the application.

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2. Screening
 - a. A 30 feet wide visual screen buffer shall be provided inside the perimeter fencing of the SOLAR FARM as follows:
 - (1) The visual screen buffer shall include a continuous line of evergreen foliage and/ or an earthen berm and/ or any existing wooded areas that will conceal the SOLAR FARM from view from adjacent abutting property.
 - (2) The continuous line of evergreen foliage shall be planted at a minimum height of 3 feet tall and shall be planted in multiple rows as required to provide a continuous line of foliage upon initial planting.
 - (3) Any vegetation that is part of the approved visual screen buffer shall be maintained in perpetuity.
 - (4) Any earthen berm used as for the visual screen buffer shall be a minimum height of 8 feet high measured relative to the adjacent grade.
 - (5) The visual screen buffer shall be detailed in a landscape plan drawing that shall be included with the SOLAR FARM SPECIAL USE permit application.

N. Standard Condition to Minimize Glare.

1. The design and construction of the SOLAR FARM shall minimize glare that may affect adjacent properties and the application shall include an explanation of how glare will be minimized.
2. The application shall include a visual impact assessment that shall include the following:
 - a. A computer generated “zone of visibility map” shall be created to illustrate locations within a one-mile radius from the proposed SOLAR FARM, from which the proposed SOLAR FARM may be seen.
 - b. Pictorial representations of “before and after” views of the proposed SOLAR FARM from representative locations indicated on the “zone of visibility map”. Representative locations shall include any DWELLING located within a one-mile radius and/ or any municipality within a one-mile radius and/or any public SREET within a one-mile radius.

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3. After construction of the SOLAR FARM the Zoning Administrator shall take appropriate enforcement action as necessary to investigate complaints of glare in order to determine the validity of the complaints and take any additional enforcement action as proves warranted to stop any significant glare that is occurring, including but not limited to the following:
- (a) The Zoning Administrator shall make the Environment and Land Use Committee aware of complaints about glare that have been received by the Complaint Hotline.
 - (b) If the Environment and Land Use Committee determines that the glare is excessive, the Environment and Land Use Committee shall require the Owner or Operator to take reasonable steps to mitigate the excessive glare such as the installation of additional screening.
- O. Standard Condition for Liability Insurance
- 1. The Owner or Operator of the SOLAR FARM shall maintain a current general liability policy covering bodily injury and property damage with minimum limits of a least \$5 million per occurrence and \$5 million in the aggregate. The amount of the limit shall be increased annually to account for the effects of inflation.
 - 2. The general liability policy shall identify landowners in the SPECIAL USE permit as additional insured.
- P. Operational Standard Conditions
- 1. Maintenance
 - (a) The Owner or Operator of the SOLAR FARM must submit, on an annual basis, a summary of the operation and maintenance reports to the Environment and Land Use Committee and any other operation and maintenance reports as the Environment and Land Use Committee reasonably requests.
 - (b) Any physical modification to the SOLAR FARM that increases the number of solar conversion devices or structures and/ or the land area occupied by the SOLAR FARM shall require a new County Board SPECIAL USE Permit. Like-kind replacements shall not require re-certification nor will replacement of transformers, cabling, etc. provided replacement is done in a fashion similar to the original installation.
 - (c) The Application shall explain methods and materials used to clean the SOLAR FARM equipment including an estimation of the daily and annual gallons of water used and the source of the water and

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the management of wastewater. The BOARD may request copies of well records from the Illinois State Water Survey and may require an estimate by a qualified hydrogeologist of the likely impact on adjacent waterwells.

2. **Materials Handling, Storage and Disposal**

- (a) All solid wastes related to the construction, operation and maintenance of the SOLAR FARM shall be removed from the site promptly and disposed of in accordance with all federal, state and local laws.
- (b) All hazardous materials related to the construction, operation and maintenance of the SOLAR FARM shall be handled, stored, transported and disposed of in accordance with all applicable local, state and federal laws.

3. **Vegetation management**

- (a) The SOLAR FARM SPECIAL USE permit application shall include a weed control plan for the total area of the SPECIAL USE permit including areas both inside of and outside of the perimeter fencing.
- (b) The weed control plan shall ensure the control and/ or eradication of NOXIOUS WEEDS consistent with the Illinois Noxious Weed Law (505 ILCS 100/1 et seq.)
- (c) The weed control plan shall be explained in the application.

Q. Standard Condition for Decommissioning Plan and Site Reclamation Plan

- 1. The Applicant shall submit a signed site reclamation plan conforming to the requirements of paragraph 6.1.1 A.
- 2. In addition to the purposes listed in subparagraph 6.1.1 A. 4. the reclamation plan shall also include provisions for anticipated repairs to any public STREET used for the purpose of reclamation of the SOLAR FARM and all costs related to removal of access driveways.
- 3. The site reclamation plan required in paragraph 6.1.1A. shall also include the following:
 - (a) A stipulation that the applicant shall notify the GOVERNING BODY by certified mail of the commencement of voluntary or involuntary bankruptcy proceeding, naming the applicant as debtor, within ten days of commencement of the proceeding.

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- (b) A stipulation that the applicant shall agree that the sale, assignment in fact or law, or such other transfer of applicant's financial interest in the SOLAR FARM shall in no way affect or change applicant's obligation to continue to comply with the terms of this plan. Any successor or assignee shall assume the terms, covenants, and obligations of this plan and agrees to assume all reclamation liability and responsibility for the SOLAR FARM.
- (c) Authorization for the GOVERNING BODY and its authorized representatives for right of entry onto the SOLAR FARM premises for the purpose of inspecting the methods of reclamation or for performing actual reclamation if necessary.
- (d) A stipulation that at such time as decommissioning takes place the applicant or its successors in interest are required to enter into a Roadway Use and Repair Agreement with the relevant highway authority.
- (e) A stipulation that the Applicant shall provide evidence of any new, additional, or substitute financing or security agreement to the Zoning Administrator throughout the operating lifetime of the project.
- (f) A stipulation that the Applicant shall be obliged to perform the work in the site reclamation plan before abandoning the SOLAR FARM or prior to ceasing production of electricity from the SOLAR FARM, after it has begun, other than in the ordinary course of business. This obligation shall be independent of the obligation to pay financial assurance, and shall not be limited by the amount of financial assurance. The obligation to perform the reclamation work shall constitute a covenant running with the land
- (g) The site reclamation plan shall provide for payment of any associated costs that Champaign County may incur in the event that decommissioning is actually required. Associated costs include all administrative and ancillary costs associated with drawing upon the financial assurance and performing the reclamation work and shall include but not be limited to attorney's fees; construction management and other professional service fees; and the costs of preparing request for proposals and bidding documents required to comply with state law or Champaign County purchasing policies.

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- (h) The depth of removal of foundation concrete below ground shall be a minimum of 54 inches. The depth of removal of foundation concrete shall be certified in writing by an Illinois Licensed Professional Engineer and the certification shall be submitted to the Zoning Administrator.
- (i) The hole resulting from the removal of foundation concrete during decommissioning shall be backfilled as follows:
 - (1) The excavation resulting from the removal of foundation concrete shall only be backfilled with subsoil and topsoil in similar depths and similar types as existed at the time of the original SOLAR FARM construction except that a lesser quality topsoil or a combination of a lesser quality topsoil and a subsoil that is similar to the native subsoil may be used at depths corresponding to the native subsoil but not less than 12 inches below grade.
 - (2) The native soils excavated at the time of the original SOLAR FARM construction may be used to backfill the concrete foundation excavations at the time of decommissioning provided that the soils are adequately stored throughout the operating lifetime of the SOLAR FARM. The methods for storing the excavated native soils during the operating lifetime of the SOLAR FARM shall be included in the site reclamation plan.
 - (3) If the excavated native soils are not stored for use for backfilling the concrete foundation excavations, a qualified soil scientist or Illinois Licensed Professional Engineer shall certify that the actual soils used to backfill the concrete foundation excavations are of equal or greater quality than the native soils or that, in the case of subsoil, the backfill soil meets the requirements of this paragraph. The certification shall be submitted to the Zoning Administrator.
 - (4) An Illinois Licensed Professional Engineer shall certify in writing that the concrete foundation excavations have been backfilled with soil to such a depth and with a minimum of compaction that is consistent with the restoration of productive agricultural use such that the depth of soil is expected to be no less than 54 inches within one year after backfilling.
- (j) A stipulation that should the site reclamation plan be deemed invalid by a court of competent jurisdiction the SOLAR FARM SPECIAL USE permit shall be deemed void.

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- (k) A stipulation that the Applicant's obligation to complete the site reclamation plan and to pay all associated costs shall be independent of the Applicant's obligation to provide financial assurance.
 - (l) A stipulation that the liability of the Applicant's failure to complete the site reclamation plan or any breach of the site reclamation plan requirement shall not be capped by the amount of the financial assurance.
 - (m) If the Applicant desires to remove equipment or property credited to the estimated salvage value without the concurrent replacement of the property with property of equal or greater salvage value or if the Applicant installs equipment or property increasing the cost of decommissioning after the SOLAR FARM begins to produce electricity, at any point, the Applicant shall first obtain the consent of the Zoning Administrator. If the Applicant's lien holders remove equipment or property credited to the salvage value the Applicant shall promptly notify the Zoning Administrator. In either of these events the total financial assurance shall be adjusted to reflect any change in total salvage value and total decommissioning costs resulting from any such removal or installation.
4. To comply with paragraph 6.1.1A.5., the Applicant shall provide financial assurance in the form of an irrevocable letter of credit and an escrow account as follows:
- (a) At the time of Special Use Permit approval the amount of financial assurance to be provided for the site reclamation plan shall be 210% of the decommissioning cost as determined in the independent engineer's cost estimate to complete the decommissioning work described in Sections 6.1.1A.4.a. and 6.1.1A.4.b. and 6.1.1A.4.c.
 - (b) Net salvage value may be deducted from decommissioning costs as follows:
 - (1) One of the following standards shall be met:
 - i. The Applicant shall maintain the SOLAR FARM free and clear of liens and encumbrances, including financing liens and shall provide proof of the same prior to issuance of the SPECIAL USE Permit; or
 - ii. The Applicant shall deduct from the salvage value credit the amount of any lien or encumbrance on the SOLAR FARM; or

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- iii. Any and all financing and/or financial security agreements entered into by the Applicant shall expressly provide that the agreements are subject to the covenant required by Section 6.1.1.A.2 that the reclamation work be done.

- (2) The Applicant shall provide proof of compliance with paragraph 6.1.5Q.4.(b)(1) prior to issuance of any Zoning Use Permit and upon every renewal of the financial assurance and at any other time upon the request of the Zoning Administrator.

- (3) The Applicant shall provide in the site reclamation plan for legal transfer of the STRUCTURE to the demolisher to pay the costs of reclamation work, should the reclamation work be performed.

- (4) The net estimated salvage value that is deducted from the estimated decommissioning costs shall be the salvage value that results after all related costs for demolition and any required preparation for transportation for reuse or recycling or for simple disposal and other similar costs including but not limited to the decommissioning of the SOLAR FARM STRUCTURES, equipment, and access roads.

- (5) Estimated salvage value shall be based on the average salvage price of the past five years as published in a reputable source for salvage values and shall reflect sound engineering judgment as to anticipated changes in salvage prices prior to the next update of estimated net salvage value.

- (6) The deduction from the estimated decommissioning costs for net estimated salvage value shall be capped at 70% of the total net estimated salvage value even though the total actual salvage value shall be available in the event that decommissioning is actually required.

- (7) The credit for net estimated salvage value attributable to any SOLAR FARM may not exceed the estimated cost of removal of the above-ground portion of that SOLAR FARM on the subject site.

Attachment A. Proposed Amendment
January 31, 2018

- (c) The GOVERNING BODY has the right to require multiple letters of credit based on the regulations governing federal insurance for deposits.

- (d) The Applicant shall adjust the amount of the financial assurance to ensure that it reflects current and accurate information as follows:
 - (1) At least once every three years for the first 12 years of the financial assurance and at least once every year thereafter the Applicant shall use an independent Illinois Licensed Professional Engineer to provide updated estimates of decommissioning costs and salvage value, by including any changes due to inflation and/or change in salvage price. The Applicant shall, upon receipt, provide a copy of the adjusted Professional Engineer's report to the Zoning Administrator.

 - (2) At all times the total combined value of the irrevocable letter of credit and the escrow account shall equal or exceed the amount of the independent engineer's cost estimate as increased by known and documented rates of inflation since the SOLAR FARM was approved; and an amount for any future years left in the anticipated 25-year life span of the SOLAR FARM at an assumed minimum rate of inflation of 3% per year.

- (e) The applicant or SOLAR FARM owner shall gradually pay down the value of the irrevocable letter of credit by placing cash deposits in an escrow account in equal annual installments over the first 13 years of the SOLAR FARM operation as follows:
 - (1) The applicant or SOLAR FARM owner and the GOVERNING BODY shall agree on a mutually acceptable financial institution at which an escrow account shall be established.

 - (2) The GOVERNING BODY shall be the beneficiary of the escrow account for the purpose of the reclamation of the SOLAR FARM in the event that the SOLAR FARM owner is incapable of decommissioning the SOLAR FARM.

 - (3) The applicant or SOLAR FARM owner shall grant perfected security in the escrow account by use of a control agreement establishing the County as an owner of record, pursuant to the Secured Transactions Article of the Uniform Commercial Code, 810 ILCS 9/101 et seq.

Attachment A. Proposed Amendment
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- (4) The applicant or SOLAR FARM owner shall make annual deposits to the escrow account over a 12 year period and shall simultaneously provide a replacement irrevocable letter of credit that is reduced accordingly.
 - (5) At all times the total combined value of the irrevocable letter of credit and the escrow account shall be increased annually as necessary to reflect actual rates of inflation over the life span of the SOLAR FARM and the amount shall be equal to or exceed the following:
 - i. the amount of the independent engineer's cost estimate as increased by known and documented rates of inflation since the SOLAR FARM was approved; plus
 - ii. an amount for any future years left in the anticipated life span of the SOLAR FARM at an assumed minimum rate of inflation of 3% per year.
 - (6) Any interest accrued on the escrow account that is over and above the total value required by subparagraph 6.1.5Q.4.(b)(4) shall go to the SOLAR FARM owner.
 - (7) In order to provide funding for decommissioning at the time of decommissioning, the SOLAR FARM applicant or SOLAR FARM owner may exchange a new irrevocable letter of credit in an amount equal to the amount in the escrow account in exchange for the GOVERNING BODY agreeing to a release of the full amount of the escrow account.
- (f) Should the salvage value of components be adjusted downward or the decommissioning costs adjusted upward pursuant to paragraph 6.1.5Q.4.(d), the amount to be placed in the escrow account pursuant to this paragraph 6.1.5.Q.4. shall be increased to reflect the adjustment, as if the adjusted estimate were the initial estimate.
5. In addition to the conditions listed in subparagraph 6.1.1A.9. the Zoning Administrator may also draw on the funds for the following reasons:
- (a) In the event that any SOLAR FARM or component thereof ceases to be functional for more than six consecutive months after it starts producing electricity and the Owner is not diligently repairing such SOLAR FARM or component.
 - (b) In the event that the Owner declares any wind turbine or other component to be functionally obsolete for tax purposes.

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- (c) There is a delay in the construction of any SOLAR FARM of more than 6 months after construction on that SOLAR FARM begins.
 - (d) Any SOLAR FARM or component thereof that appears in a state of disrepair or imminent collapse and/or creates an imminent threat to the health or safety of the public or any person.
 - (e) Any SOLAR FARM or component thereof is otherwise derelict for a period of 6 months.
 - (f) The SOLAR FARM is in violation of the terms of the SOLAR FARM SPECIAL USE permit for a period exceeding ninety (90) days.
 - (g) The Applicant has failed to maintain financial assurance in the form and amount required by the special use permit or compromised the COUNTY's interest in the site reclamation plan.
 - (h) The COUNTY discovers any material misstatement of fact or misleading omission of fact made by the Applicant in the course of the special use permit zoning case.
 - (i) The Applicant has either failed to receive a copy of the certification of design compliance required by paragraph 6.1.5D. or failed to submit it to the County within 12 consecutive months of receiving a Zoning Use Permit regardless of the efforts of the Applicant to obtain such certification.
6. The Zoning Administrator may, but is not required to, deem the SOLAR FARM abandoned, or the standards set forth in Section 6.1.5.Q.5. met, with respect to some, but not all, of the SOLAR FARM. In that event, the Zoning Administrator may draw upon the financial assurance to perform the reclamation work as to that portion of the SOLAR FARM only. Upon completion of that reclamation work, the salvage value and reclamation costs shall be recalculated as to the remaining SOLAR FARM.
7. The Site Reclamation Plan shall be included as a condition of approval by the BOARD and the signed and executed irrevocable letter of credit and evidence of the escrow account must be submitted to the Zoning Administrator prior to any Zoning Use Permit approval.

R. Complaint Hotline

1. Prior to the commencement of construction on the SOLAR FARM and during the entire term of the County Board SPECIAL USE permit and any extension, the Applicant and Owner shall establish a telephone number hotline for the general public to call with any complaints or questions.
2. The telephone number hotline shall be publicized and posted at the operations and maintenance center and the construction marshalling yard.
3. The telephone number hotline shall be manned during usual business hours and shall be an answering recording service during other hours.
4. Each complaint call to the telephone number hotline shall be logged and identify the name and address of the caller and the reason for the call.
5. All calls shall be recorded and the recording shall be saved for transcription for a minimum of two years.
6. A copy of the telephone number hotline shall be provided to the Zoning Administrator on a monthly basis.
7. The Applicant and Owner shall take necessary actions to resolve all legitimate complaints.

S. Standard Condition for Expiration of SOLAR FARM County Board SPECIAL USE Permit

A SOLAR FARM County Board SPECIAL USE Permit designation shall expire in 10 years if no Zoning Use Permit is granted.

T. Application Requirements

1. In addition to all other information required on the SPECIAL USE Permit application and required by Section 9.1.11 A. 2. the application shall contain or be accompanied by the following information:
 - (a) A SOLAR FARM Project Summary, including, to the extent available:
 - (1) A general description of the project, including its approximate DC and AC generating capacity; the maximum number and type of solar devices; the potential equipment manufacturer(s).
 - (2) The specific proposed location of the SOLAR FARM including all tax parcels on which the SOLAR FARM will be constructed.

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- (3) The specific proposed location of all tax parcels required to be included in the SOLAR FARM County Board SPECIAL USE Permit.
- (4) A description of the Applicant; Owner and Operator, including their respective business structures.
- (b) The name(s), address(es), and phone number(s) of the Applicant(s), Owner and Operator, and all property owner(s) for the SOLAR FARM County Board SPECIAL USE permit.
- (c) A site plan for the SOLAR FARM indicating the following:
 - (1) The approximate planned location of all SOLAR FARM STRUCTURES, property lines (including identification of adjoining properties), required separations, public access roads and turnout locations, access driveways, solar devices, electrical inverter(s), electrical transformer(s), cabling, switching station, electrical cabling from the SOLAR FARM to the Substations(s), ancillary equipment, screening and fencing, third party transmission lines, meteorological station, maintenance and management facilities, and layout of all structures within the geographical boundaries of any applicable setback.
 - (2) The site plan shall clearly indicate the area of the proposed SOLAR FARM County Board SPECIAL USE Permit as required by subparagraph 6.1.4 A. 1.
 - (3) The separation of all SOLAR FARM structures from adjacent DWELLINGS and/ or PRINCIPAL BUILDINGS or uses shall be dimensioned on the approved site plan and that dimension shall establish the effective minimum separation that shall be required for any Zoning Use Permit. Greater separation and somewhat different locations may be provided in the approved site plan for the Zoning Use Permit provided that that the greater separation does not increase the noise impacts and /or glare that were approved in the SOLAR FARM County Board SPECIAL USE Permit. SOLAR FARM structures includes substations, third party transmission lines, maintenance and management facilities, or other significant structures.
- (d) All other required studies, reports, certifications, and approvals demonstrating compliance with the provisions of this Ordinance.

2. The Applicant shall notify the COUNTY of any changes to the information provided above that occurs while the County Board SPECIAL USE permit application is pending.

9. Add the following paragraph 9.3.1 J. for Zoning Use Permit fee:

- J. SOLAR FARM \$2000 per megawatt

10. Revise subsection 9.3.3 as follows:

9.3.3 Zoning Case Filing Fees

A. General Provisions

1. No zoning case filing shall be accepted until the filing fee has been paid.
2. No zoning case filing fee shall be waived unless the Zoning Administrator determines that the petition is the only means reasonably available to bring a property into compliance with the provisions of this ordinance and the non-compliance is due solely to staff error.
3. No zoning case filing fee shall be refunded after required legal notice has been made by mail or publication unless the Zoning Administrator determines such filing to have been based solely upon staff error.
4. No amendment to any petition which requires new legal notice shall be considered until an amended petition fee has been received unless the Zoning Administrator determines such amendment to be required due solely to staff error.
5. The fee for SPECIAL USE permits shall be determined based on the larger of the following (except for County Board WIND FARM or SOLAR FARM SPECIAL USE Permits):
 - a. the area of farmland taken out of production as a result of the SPECIAL USE; or
 - b. when farmland will not be taken out of production as a result of the SPECIAL USE, the land area taken up by the existing STRUCTURES and all proposed

CONSTRUCTION proposed in the SPECIAL USE application.

6. When some combination of VARIANCE, SPECIAL USE and Map Amendment cases is required simultaneously for the same property, the total filing fee shall include the following (except for County Board WIND FARM or SOLAR FARM Special Use Permits):
 - a. The standard fee for the most expensive individual zoning case; and
 - b. one-half of the standard fee for any other required VARIANCE, SPECIAL USE, or Map Amendment provided that
 - c. no additional fees shall be included for multiple zoning cases of the same type that can be advertised in the same legal advertisement.

B. Fees

1. VARIANCES.

- a. ADMINISTRATIVE VARIANCES \$100
- b. Minor or Major VARIANCES \$200

2. SPECIAL USE permits and Map Amendments (except for County Board WIND FARM Special Use Permit and a map amendment to the WIND FARM Overlay Zoning District)

- a. Two acres or less and Base Fee for larger areas.....\$400
- b. More than two acres but no more than 12 acres add \$40 per acre to Base Fee for each acre over two acres
- c. More than 12 acres add \$10 per acre for each acre over 12 acres and add to fees in a. and b. above

3. Appeals and Interpretations.....\$200

4. Change of Nonconforming Use\$100

5. Amendment to Petitions (requiring new legal notice).....\$100

6. County Board WIND FARM Special Use Permit..... \$20,000 or \$440 per WIND FARM TURBINE TOWER, whichever is greater

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January 31, 2018

7. County Board SOLAR FARM Special Use Permit.....\$5,000 or
\$440 per megawatt, whichever is greater



Memorandum

To: Environment and Land Use Committee
From: Susan Monte, RPC Planner
Date: January 31, 2018
Re: Intergovernmental agreement between Champaign County, Illinois, and Will County, Illinois

Action Request

Recommend County Board Approval of the Intergovernmental Agreement between Champaign County, Illinois, and Will County, Illinois

Background

This request to recommend Champaign County renewed participation in the Intergovernmental Agreement is an opportunity to significantly reduce costs associated with the 2018 collections. The attached proposed intergovernmental agreement describes details of the Champaign County partnership with Will County, a partnership that has benefits to both counties.

Will County has excess capacity under its Manufacturer Funded Electronics Recycler contract and can accommodate within that capacity the total weight of products estimated to be collected at the two one-day Residential Electronics Collection events being held in Champaign County in 2018. In partnering with Will County, significant cost savings would be realized by Champaign County because the Manufacturer Funded Electronics Recycler for Will County will cover much of the transportation and processing costs previously incurred by Champaign County.

The content of this Intergovernmental Agreement was reviewed by Champaign County Assistant State's Attorney Jacob Croegaert and Will County Assistant State's Attorney Matt Guzman in 2017. Only the effective dates have been adjusted to the current year.

Attachment

A An Intergovernmental Agreement Between Champaign County, Illinois, and Will County, Illinois

AN INTERGOVERNMENTAL AGREEMENT
BETWEEN CHAMPAIGN COUNTY, ILLINOIS,
AND WILL COUNTY, ILLINOIS

THIS AGREEMENT is made and entered into by and between CHAMPAIGN COUNTY and WILL COUNTY, hereinafter collectively “the parties,” and is effective on the last date signed by a party hereto.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed with any other public agency of this State; and

WHEREAS, WILL COUNTY and CHAMPAIGN COUNTY have authority to conduct electronics recycling operations as specified under the Electronic Products Recycling and Reuse Act, 450 ILCS 150/1 *et seq.*, and other statutes referenced therein; and

WHEREAS, the Electronic Products Recycling and Reuse Act, 450 ILCS 150/1 *et seq.*, prohibits the disposal of certain types of electronic devices in landfills; and

WHEREAS, CHAMPAIGN COUNTY has agreed to host two one-day collection events during 2018 for residential electronics recycling, with a limit of two televisions per household; and

WHEREAS, CHAMPAIGN COUNTY has agreed to offer an appointment system, controlling the number of participants, thereby making total weight of items to be collected easier to estimate; and

WHEREAS, WILL COUNTY and CHAMPAIGN COUNTY maintain residential electronics recycling and processing contracts with an independent, certified company; and

WHEREAS, WILL COUNTY has a contract with a Manufacturer Funded Electronics Recycler to recycle up to a certain amount, by weight, of residential electronics items; and

WHEREAS, WILL COUNTY has excess capacity under its Manufacturer Funded Electronics Recycler contract and can accommodate within that capacity the total weight of products estimated to be collected at CHAMPAIGN COUNTY’s two one-day collection events in 2018; and

WHEREAS, WILL COUNTY seeks to utilize most or all of its capacity under its Manufacturer Funded Electronics Recycler contract, and would benefit from doing so; and

WHEREAS, CHAMPAIGN COUNTY would reduce the costs of its residential electronics recycling operations by sending the items collected at its two one-day collection events to WILL COUNTY’s Manufacturer Funded Electronics Recycler;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1. Incorporation of Recitals. The parties agree that the recitals have been incorporated by reference into the rest of the Agreement as if fully set forth herein.

SECTION 2. Definitions.

APPOINTMENT SYSTEM means use of an online registration system for residents who wish to participate in the planned one-day residential electronics collection event, limiting participants to residents of specific communities that support the RESIDENTIAL ELECTRONICS collection events, limiting the number of televisions to two per household, and controlling the number of participants per 15 minute increments, thereby alleviating traffic back-ups and making total weight to be collected easier to estimate.

MANUFACTURER FUNDED ELECTRONICS RECYCLER (“MFER”) means a recycler that has contracted with manufacturers to cover the cost of recycling Illinois RESIDENTIAL ELECTRONICS.

RESIDENTIAL ELECTRONICS means electronic devices that are generated from Champaign County households primarily and excludes electronic devices that were used in institutional, governmental or commercial business. Examples of acceptable Residential Electronics include central processing units, monitors, televisions, computer peripherals and home office equipment (monitors, keyboards, fax machines, printers etc.), small home appliances (vacuum cleaners, toasters etc.), consumer electronics (radios, stereos, VCRs, answering machines, telephones, cameras, etc.) as outlined in Exhibit 1. The list of acceptable Residential Electronics shall not be modified without 60 days prior written notice from WILL COUNTY.

SECTION 2. WILL COUNTY Responsibilities:

- A. Maintain at least two agreements with two separate Contractors, including at least one MFER, to collect, sort, pack, process, refurbish and recycle residential electronics.
- B. Allow CHAMPAIGN COUNTY to send or deliver RESIDENTIAL ELECTRONICS from CHAMPAIGN COUNTY’s two one-day collection events for 2018, at no charge, to the MFER entity identified by WILL COUNTY.
- C. Report to CHAMPAIGN COUNTY on the total amount, by weight, of RESIDENTIAL ELECTRONICS delivered to the WILL COUNTY MFER from each one-day collection, as reported by the MFER.
- D. Take no responsibility for any costs incurred by CHAMPAIGN COUNTY for offering a collection event, nor provide any insurance coverage for such an event.
- E. WILL COUNTY agrees it will not include the amount of electronics collected by CHAMPAIGN COUNTY in WILL COUNTY’s annual IEPA report on RESIDENTIAL ELECTRONICS submitted pursuant to 415 ILCS 150/55.

SECTION 4. CHAMPAIGN COUNTY Responsibilities:

- A. Conduct two single-day recycling collection events to collect RESIDENTIAL ELECTRONICS. CHAMPAIGN COUNTY agrees to operate and maintain a host site for the events; establish the events’ hours of operation; utilize an appointment system to limit the total number of participants; and establish a limit of two television sets per household.
- B. Contract with a collection contractor approved by WILL COUNTY, which contractor will: sort, stack, pack and transport residential electronics to WILL COUNTY’s MFER in trucks packed to 20,000 pounds or greater; and report to the IEPA prior to January 1, 2019 the total weight of RESIDENTIAL ELECTRONICS collected as reported by the MFER through WILL COUNTY.

- C. Pay to WILL COUNTY any fees charged to WILL COUNTY by WILL COUNTY's MFER resulting from shipments of RESIDENTIAL ELECTRONICS from CHAMPAIGN COUNTY to WILL COUNTY's MFER under this agreement.

SECTION 5. Mutual Indemnification. Each party shall indemnify, defend, and hold harmless the other from any and all losses, damages, or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent act or omission of such party, its officials, officers, employees or agents in the execution or performance of this agreement (except to the extent caused by the negligent act or omission of the other party, its employees, or agents). Written notice of any claims shall be given in a timely manner. This indemnification clause shall survive termination of this agreement. Nothing in this section alters the immunities provided all parties to this agreement under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101.

SECTION 6. Term. The term of this Agreement shall begin upon the execution of this Agreement and shall remain in full force and effect until January 15, 2019. This agreement may be terminated by sixty (60) days written notice by either party without cause.

SECTION 7. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understanding, representations and statements, oral or written, are merged herein. This Agreement may be modified only by written instrument executed by the parties.

SECTION 8. Waiver. No consent or waiver, express or implied, as to any provisions of this Agreement shall constitute a consent or waiver of any other provisions, whether similar or dissimilar, of this Agreement.

SECTION 9. Captions. The captions of this Agreement are inserted for convenience of reference only, and do not define, describe, or limit the scope or intent of this Agreement.

SECTION 10. Notices. Notices to the parties shall be in writing and delivered by electronic mail, personal service or by U.S. certified or registered mail, postage prepaid, to the parties at the following addresses:

If to WILL COUNTY:

Dean Olson, Resource Recovery & Energy Director (Alternate: Marta Keane, Recycling Specialist)
Will County – Land Use
58 E. Clinton Street
Joliet, IL 60432
Phone: (815) 727-8834
E-Mail: mkeane@willcountygreen.com

If to CHAMPAIGN COUNTY:

Debra Busey, Interim County Administrator
1776 E. Washington Street
Urbana, IL 61802
Phone: (217) 384-3776
E-mail: countyadmin@co.champaign.il.us

Either party may change the address for notices to such party by written notice to the other. Notice given by personal service shall be effective upon the date delivered, if delivered, or the date of attempted delivery, if

refused. Notice given by mail shall be effective on the third business day after posting.

IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to the ordinances or resolutions adopted by the relevant authorities of the respective parties.

WILL COUNTY, ILLINOIS

CHAMPAIGN COUNTY, ILLINOIS

By _____
County Executive Lawrence M. Walsh

By _____
Champaign County Board Chair C. Pius Weibel

Attest:

By _____
County Clerk Nancy Schultz Voots

By _____
County Clerk, and ex-officio Clerk of the
Champaign County Board, Gordy Hulten

EXHIBIT 1.

Residential Electronics Accepted
Televisions (Wood Console)
Televisions (CRT glass)
Televisions (Flat Screen)
Monitors (CRT glass)
Monitors (Flat Screen)
Computers (laptop, CPU, tablet, etc)
Hard Drives / Modems / Servers
Electronic Keyboards
Electronic Mice
CD ROM/Zip/Tape drives
Palm organizers/Hand held games
Printers (laser, ink jet)
Scanners
Copy machines
Fax machines
Cords & cables (power, USB, etc.)
UPS Battery Backups
Digital Converter Boxes
Cable/Satellite Receivers
VCR, DVD, Laser disc players
Video game players
Joysticks/Game controls
Digital Converter Boxes
Cell phones
Digital radio / CD players

Items noted in the above table are banned from the garbage in Illinois as of 1/1/2012

- NO Smoke Detectors
- NO VHS/Cassette Tapes
- NO Dehumidifiers
- NO Appliances



Memorandum

To: Environment and Land Use Committee
From: Susan Monte, RPC Planner
Date: January 31, 2018
Re: Agreement between Contractor, Coordinator, and Host Site for Residential Electronics Collections in 2018

Action Request

Recommend County Board Approval of the Agreement between Contractor, Coordinator, and Host Site for Residential Electronics Collections in 2018

Background

This request to recommend Champaign County Board authorize entering into an Agreement to serve as Coordinator for the two Residential Electronics Collection events planned for 2018.

The parties to the Agreement are the same as in 2017. The content of this Intergovernmental Agreement was reviewed by Champaign County Assistant State's Attorney Jacob Croegaert in 2017. Only the effective dates have been adjusted to the current year.

Attachment

A Agreement between Contractor, Coordinator, and Host Site for Residential Electronics Collections in 2018

**CONTRACTOR, COORDINATOR, AND HOST SITE AGREEMENT
2018 RESIDENTIAL ELECTRONICS COLLECTIONS**

This Agreement is made as of the date below the signature of the last entity to sign it, by and between CHAMPAIGN COUNTY, ILLINOIS, PARKLAND COLLEGE, and A-TEAM RECYCLERS, LLC. The authorized signatures of Champaign County, serving as Coordinator of planning for the 2018 Residential Electronics Collection Events ("Coordinator"), A-Team Recyclers ("Contractor"), and Parkland College ("Host Site"), signify acceptance of the terms of this Agreement. The Host Site location is: Parkland College, 2400 W. Bradley Avenue, Champaign, Illinois.

Section 1. Term

This Agreement is for services to be provided in conjunction with two Residential Electronics Collections scheduled to occur on May 19, 2018, and on Saturday October 13, 2018.

Section 2. Collection Event Schedule

2-1. Two Residential Electronics Collections are scheduled to occur on Saturday, May 19, 2018 and on Saturday, October 13, 2018.

2-2. The advertised hours of the collection event will be 8:00 a.m. to 12:00 noon.

Section 3. Access to Host Site

3-1. The Coordinator, event staff, and Contractor will have access to the Applied Technology Center T121 storage bay and T107-T106 classroom after noon on the Friday prior to the May 19, 2018 event and after 4:00 p.m. on the Friday prior to the October 13, 2018 event for purposes of setting up. The Coordinator, event staff, and Contractor will have partial access to Lot M-4 premises on the Friday afternoon prior to each event for purposes of setting up.

3-2. On the day of the event, the Coordinator, event staff and volunteers, and Contractor will have access to the Host Site premises from 6:00 a.m. to 9:00 p.m.

3-3. Access to the Host Site premises includes limited access to a classroom and restroom facilities in the Applied Technology Center (T Building) for use by the event staff and volunteers and Contractor's employees and volunteers as a break room station between 6:00 a.m. and 5:00 p.m. on the day of the event. Event staff may stock the area with coffee, water, and other non-alcoholic drinks and food snacks. Event staff will be responsible for cleaning up the area after the event on the day of the event.

Section 4. Coordinator

4-1. The Coordinator, assuming the continued assistance of participating municipal event sponsors, agrees to:

- a) pay the Contractor, for each event, a one-time flat-rate collection fee of \$13,000 plus a transportation fee of \$1,500 for each of up to seven Contractor-provided semi-trailers via check upon collection completion on the day of each event; however, no transportation fee will be paid for any semi-trailers provided by a manufacturer-funded electronics recycler, nor for any Contractor-provided box truck;
- b) pay any "ordered-not used" fees, up to \$600 per unused semi-trailer, for any semi-trailers from Will County's manufacturer-funded electronics recycler under Section 5-11.b) below that are ordered for the events but not used;

- c) participate in promotion and advertisement for each event, indicating: a 2-TV per vehicle limit; the need for residents to register online to participate in the one-day collection event; and limiting participation to the residents of unincorporated Champaign County, and residents of the municipalities in Champaign County that support the Residential Electronics Collection events.
- d) implement, with municipal REC event partners, residents' use of an online reservation system in advance to schedule participation in the collection event; and
- e) provide sufficient persons at each Residential Electronics Collection event to:
 - 1) safely direct vehicles through the collection area;
 - 2) pick up on-site trash and recyclable cardboard, paper, Styrofoam generated during the collection event, and sort these items into designated on-site containers; and
 - 3) unload vehicles dropping off items, and sort these items into Gaylord boxes or to designated areas onsite, following agreed-upon sorting guidelines provided by the Contractor prior to the collection event.

Section 5. Contractor Services to be Provided

- 5-1. The Contractor agrees to provide recycling and refurbishing services for the planned collection events. These collection events will take place at the Host Site premises of Parkland College located at 2400 W. Bradley Avenue, Champaign, Illinois. Champaign County residents who have correctly registered online will drop off electronics waste at Lot M-4 of Parkland College premises in accordance with online registration directions provided, on the date and time indicated in Section 2, with a limit of seven items per household, including a maximum of two televisions per household.
- 5-2. The Contractor declares that it is registered with the IEPA as a collector, recycler, and refurbisher and will meet all requirements of the Electronic Products Recycling and Reuse Act (415 ILCS 150), including all reporting requirements, during all times covered under this agreement.
- 5-3. At no cost to the Host Site, and for the one-time, flat-rate collection fee to be charged to the Coordinator for each of the two events as described in Section 4, the Contractor agrees to accept for processing and recycling the following accepted items (working and non-working):

- Cable and Satellite Receivers
- Cameras
- Cash Registers and Credit Card Readers
- Cell Phones and Accessories
- Chargers
- Circuit Boards
- Computer Servers
- Computers and Computer Parts
- Copiers/Printers/Scanners/Fax Machines/Type Writers
- DVD/VHS Players
- External Drives
- Ferrous and Non-Ferrous Metals
- Ink and Toner Cartridges
- Laptops/Tablets/eReaders
- Mice and Keyboards
- Microwaves
- Monitors: All Types

MP3/iPods/etc.
Networking Equipment: Modems, Switches, Routers, Hubs
Phones and Telecom Equipment
Projectors
Rechargeable Batteries: Lithium Ion, Ni-Cd, Lead Acid, Ni-Mh
Stereos/Radios/Speakers
Televisions: All Types
Uninterrupted Power Supplies
Video Game Consoles
Wire, Cables and Christmas Lights

5-4. The Contractor will not accept the following unaccepted items:

Loose Alkaline Batteries (accepted while contained in electronic devices)
Liquid Containing Items
Freon Containing Items (AC units, dehumidifiers)
White Goods (refrigerators, freezers)
Thermostats
Light Bulbs

- 5-5. The Contractor will supply necessary staff required to collect, sort, package, and transport all collected products on the service date.
- 5-6. The Contractor will accept and recycle recyclable materials (e.g., plastics and miscellaneous cardboard) and trash (e.g., Styrofoam) from electronics items accepted, sorted and generated at the May 19, 2018 and October 13, 2018 collection events.
- 5-7. The Contractor will provide proof of insurance requested as part of the contractual service agreement with the Coordinator and the Host Site, with Champaign County, Parkland College, and City of Urbana, City of Champaign, and Village of Savoy listed as additional insured.
- 5-8. Before each event, the Contractor staff will provide instruction to the event organizer regarding requested day-of-event onsite separation, sorting and packaging of collected electronics waste by volunteers.
- 5-9. The Contractor agrees to provide, at no charge, and set up a sufficient amount of pallets, shrink-wrap and Gaylord boxes at the Host Site prior to the beginning of each scheduled collection event.
- 5-10.
- a) The Contractor agrees to arrange for and pay all costs associated with the provision of adequate powered industrial trucks, e.g., a forklift and/or a motorized transport vehicle (MTV), plus an adequate number of properly certified forklift operators or MTV operators, to be provided at the Host Site on the day of the event no later than 7:00 a.m.
 - b) All volunteers and employees of the Coordinator and Contractor shall comply with requests from the Host Site's representative on site pertaining to safety of people, property, and equipment and use of the Host Site.

5-11.

- a) The Contractor agrees to secure, remove, transport, and process all materials collected at the Host Site at the May 19, 2018 and October 13, 2018 collection events pursuant to the *Illinois Electronic Products Recycling and Reuse Act* (415 ILCS 150).
- b) The Contractor agrees to arrange for delivery of all appropriate materials collected at each event to a manufacturer-funded electronics recycler that has contracted with Will County, Illinois. The Contractor agrees to conform all such deliveries to that electronics recycler's specifications as to weight and other details. The Contractor agrees to arrange for as many as possible of the semi-trailers used at each collection event to be provided by Will County's manufacturer-funded electronics recycler.
- c) The Contractor agrees to remove and/or securely store all materials collected at the May 19, 2018 and October 13, 2018 collection events by 9:00 p.m. on the day of the collection event within semitrailers or trucks located in Parking Lot M-4 of Host Site. The Contractor agrees to remove and transport all materials collected at each collection event and securely stored within semi-trucks and/or trucks in Parking Lot M-4 of the Host Site by 11 p.m. on the Monday following each collection event. The Contractor further agrees that if it fails to remove materials collected and stored at the Host Site by the deadline established in this paragraph, the Contractor will pay a late fee of \$500 per day, commencing on the Tuesday following each collection event, and continuing until the removal of the stored materials. The Contractor shall pay any late fees due pursuant to this Paragraph to Parkland College, Attn.: James Bustard, Physical Plant Director, Parkland College, 2400 W. Bradley Avenue, Champaign, Illinois.

5-12. Reporting/Documentation of E-waste: The Contractor will provide the Coordinator with a receiving report that includes volumes/pounds, description, service date, manifest number for all items collected for each event, as soon as it becomes available prior to January 1, 2019.

Section 6. Data Security Requirements

- 6-1. All electronics materials brought to the Residential Electronics Collection events shall immediately become the property of the Contractor. No Coordinator, Host Site staff, or event volunteers shall take any electronics materials. All electronics materials will be brought back to the Contractor's facility in Joliet, Illinois for further processing or transported directly to a manufacturer funded electronics recycler.
- 6-2. In order to ensure confidentiality and destruction of information or data remaining on hard drives or other electronics equipment that is dropped by residents at each event, the Contractor shall meet or exceed the requirements and standards indicated in the *Illinois Electronic Products Recycling and Reuse Act* (415 ILCS 150) regarding data security.
- 6-3. The Coordinator and Host Site assume no responsibility for information left on any hard drive.

Section 7. Employment Issues

- 7-1. The Contractor agrees that it is an independent Contractor. Supplies provided and services performed pursuant to this Agreement are not rendered as an employee of either the Coordinator or the Host Site and any money received by the Contractor pursuant to this Agreement does not constitute compensation paid to an employee.

- 7-2. Neither the Coordinator nor the Host Site assumes liability for actions of the Contractor or its subcontractors under this Agreement. The Contractor shall maintain sufficient supervision and control of its operation to ensure that services enumerated herein shall be performed in a good and professional manner at all times. The Contractor is responsible for paying the payroll taxes and any employee benefits that the Contractor utilizes for this event.

Section 8. Licenses and Related Laws

- 8-1. The Contractor, by signing this Agreement, warrants that the Contractor, its employees, and its Contractors which will perform services requiring a license, will have and maintain any required license. However, the Contractor may meet the license requirement through use of a subcontractor; provided however, the Contractor's use of a subcontractor in that circumstance does not relieve the Contractor of any obligations under the Agreement.
- 8-2. The Contractor agrees that it will comply with all applicable laws, ordinances and regulations of any kind whatsoever in the performance of this Agreement.

Section 9. Liability and Insurance: Coordinator

- 9-1. The Coordinator agrees to assume all risk of loss and to indemnify and hold the Contractor and the Host Site, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property because of or arising out of the Coordinator's or its subcontractor's negligent or intentional acts or omissions.
- 9-2. The Coordinator further agrees to maintain adequate insurance to protect the Contractor and the Host Site against such risks. The Coordinator shall carry public liability, casualty and auto insurance in sufficient amount to protect the Contractor and the Host Site from liability for acts of the Coordinator. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$1,000,000 per occurrence. The Coordinator shall carry Worker's Compensation Insurance in amount required by laws.
- 9-3. The Coordinator assumes full responsibility for and shall indemnify the Contractor and Host Site for all loss or damage of whatsoever kind and nature to any and all Contractor and Host Site property resulting from the negligent acts or omissions of the Coordinator or any employee, agent, or representative of the Coordinator or its subcontractor. The Coordinator shall do nothing to prejudice the Contractor's right or the Host Site's right to recover against third parties for any loss, destruction of, or damage to (Contractor or Host Site) property, and shall upon request and at the Contractor's or Host Site's expense, furnish to the Contractor or to the Host Site all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Contractor or Host Site in obtaining recovery.
- 9-4. All electronics materials brought to the Residential Electronics Collection events shall immediately become the property of the Contractor for transport off the Host Site premises for further processing. No Coordinator staff, Host Site staff, or event volunteers shall take any electronics materials.
- 9-5. The Coordinator shall provide the Contractor and Host Site with proof of such insurance one month prior to each collection event.

Section 10. Liability and Insurance: Contractor

- 10-1. The Contractor agrees to assume all risk of loss and to indemnify and hold the Coordinator and the Host Site, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property because of or arising out of the Contractor's or its subcontractor's negligent or intentional acts or omissions.
- 10-2. The Contractor further agrees to maintain adequate insurance to protect the Coordinator and the Host Site against such risks. The Contractor shall carry public liability, casualty and auto insurance in sufficient amount to protect the Coordinator and the Host Site from liability for acts of the Contractor. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$1,000,000 per occurrence. The Contractor shall carry Worker's Compensation Insurance in amount required by laws.
- 10-3. The Contractor assumes full responsibility for and shall indemnify the Coordinator and Host Site for all loss or damage of whatsoever kind and nature to any and all Coordinator and Host Site property resulting from the negligent acts or omissions of the Contractor or any employee, agent, or representative of the Contractor or its subcontractor. The Contractor shall do nothing to prejudice the Coordinator's right or the Host Site's right to recover against third parties for any loss, destruction of, or damage to (Coordinator or Host Site) property, and shall upon request and at the Coordinator's or Host Site's expense, furnish to the Coordinator or to the Host Site all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Coordinator or Host Site in obtaining recovery.
- 10-4. The Contractor shall provide the Coordinator and Host Site with proof of such insurance one month prior to each collection event.

Section 11. No Smoking or Alcohol on Grounds

The Contractor and Coordinator shall abide by the Host Site rules with regard to the use of the Host Site, including the provision that calls for no smoking on the Host Site and no alcohol to be available on the Host Site.

Section 12. Damage to Premises

- 12-1. If the Host Site premises, or any part thereof, or Host Site property on the premises shall be partially damaged, including but not limited to damage caused by hazardous materials and the electronic recyclables collected, occurring during the course of or proximately caused by Contractor's use of the premises, or that of Contractor's employees or agents, then the Contractor shall indemnify and hold Host Site harmless from all costs of such damages including indirect costs such as loss of business, defending against or paying the cost of defending against any resultant legal proceedings or activities or damages caused by anything else related to Contractor's activities. Upon repair, Contractor shall bear all costs, payable when due. In the event of such damage, at Host Site's option, it may terminate the Agreement without prior notice to the Contractor or Coordinator. In the event of such termination, Host Site shall provide notice to Coordinator and Contractor within twenty-four hours.

- 12-2. If the Host Site premises, or any part thereof, or Host Site property on the premises shall be partially damaged, including but not limited to damage caused by hazardous materials and the electronic recyclables collected, occurring during the course of or proximately caused by Coordinator's use of the premises, or that of Coordinator's employees or agents, visitors, volunteers, members of the public who drop off recycling, and vendors engaged by Coordinator; then Coordinator shall indemnify and hold Host Site harmless from all costs of such damages including indirect costs such as loss of business, defending against or paying the cost of defending against any resultant legal proceedings, activities, or damages caused by anything else related to Coordinator's activities. Upon repair, Coordinator shall bear all costs, payable when due. In the event of such damage, at Host Site's option, it may terminate the Agreement without prior notice to the Contractor or Coordinator. In the event of such termination, Host Site shall provide notice to Coordinator and Contractor within twenty-four hours.

Section 13. Dangerous Materials

The Coordinator or Contractor shall not keep or have on the Host Site premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the subject premises or that might be considered hazardous or extra hazardous by an insurance company.

Section 14. Subordination of Agreement

This Agreement and Coordinator's and Contractor's Agreement interests hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the subject premises by Host Site, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

Section 15. Time of the Essence

Time is of the essence of each and every provision hereof.

Section 16. Abandonment

If at any time during the term of this Agreement, the Contractor abandons the Host Site premises or the property it collects during a residential electronics collection event, Host Site may, at Host Site's option, without being liable for any prosecution therefore, and without becoming liable to Contractor for damages or any payment of any kind whatever, consider any personal property belonging to Contractor and left on the premises to also have been abandoned, in which case Host Site may keep or dispose of all such personal property in any manner Host Site shall deem proper and is hereby relieved of all liability for doing so. Abandonment of the premises will have occurred if Host Site cannot obtain a decision by Contractor regarding the removal and disposal of the recycling materials within seven days following each of the collection events.

Section 17. Contact Information

Contact information for the Coordinator is as follows:

Name: Champaign County

Address: 1776 E. Washington Street, Urbana, Illinois 61802

Contact person: Susan Monte

Title: Champaign County Recycling Coordinator

Contact's work phone: 217-328-3313; Contact's cell phone: 217-600-1516

Contact information for the Contractor is as follows:

Name: A-Team Recyclers, LLC
Address: 359 Airport Drive, Joliet, IL 60431
Contact Person: James Larkin
Title: Owner
Contact's work phone: 815-630-4308 ; Contact's cell phone: 815-600-3608

Contact information for the Host Site is as follows:

Name: Parkland College Community College
Address: 2400 West Bradley Avenue, Champaign, IL 61821
Contact Person: James Bustard
Title: Physical Plant Director
Contact's work phone: 217-351-2211 extension 108

Section 18. Choice of Law

- 18-1. This Agreement and the Contractor's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws.
- 18-2. This Agreement shall be construed in accordance with the laws of the State of Illinois.

Section 19. Agreement Severability

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 20. Changes

The Coordinator, Host Site, or Contractor, may, from time to time, require or request changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between all parties shall be incorporated only in written amendments to this Agreement.

Section 21. Termination

- 21-1. This Agreement may be terminated, for any or no reason, at the option of any party upon 60 days written notice to the other party.
- 21-2. Notwithstanding the foregoing, the obligations of the Contractor under Section 22 of this Agreement shall survive and not be affected by any termination of this Agreement or by its expiration.

Section 22. Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the Coordinator, Host Site and Contractor, arising out of or relating to this Agreement or the breach thereof shall be initiated in the Circuit Court of Champaign County, Illinois. Each party shall be responsible for its own attorney's fees and costs.

Section 23. Successors and Assigns

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Coordinator, Contractor and Host Site, respectively and their partners, successors, assigns, and legal representatives. No party to this Agreement shall have the right to assign, transfer or sublet their interest or obligations hereunder without the written consent of the other party.

Section 24. Third Party Beneficiaries

The parties agree that the City of Champaign, the City of Urbana, and the Village of Savoy, to the extent consistent with any intergovernmental agreements with the Coordinator effective during this Agreement, are third party beneficiaries of this Agreement.

The foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions.

In witness hereof, the parties have caused this Agreement to be signed by their respective duly authorized officers on the dates noted below.

Contractor: James Larkin, Owner
A-Team Recyclers, LLC

Date

Coordinator: C. Pius Weibel, County Board Chair
Champaign County, Illinois

Date

Host Site: James Bustard, Physical Plant Director
Parkland College

Date



Memorandum

To: Environment and Land Use Committee
From: Susan Monte, RPC Planner
Date: January 29, 2018
Re: An Intergovernmental Agreement: 2018 Residential Electronics Collection Events Cost-Sharing Agreement between Champaign County, City of Champaign, City of Urbana, and Village of Savoy

Action Request

Recommend County Board Approval of the Intergovernmental Agreement: 2018 Residential Electronics Collection Events Cost-Sharing Agreement between Champaign County, City of Champaign, City of Urbana, and Village of Savoy (attached).

Background

The recycling coordinator staff of local government agencies (Champaign County, City of Champaign, City of Urbana, and Village of Savoy) are requesting their respective local government agencies to approve entering into a cost-share agreement to cover certain costs of two one-day Residential Electronics Collection (REC) events planned in 2018.

2018 is the final year of the statewide system for recycling and/or reusing a unwanted residential electronics items banned from Illinois landfills established under the [Electronic Products Recycling and Reuse Act](#) (415 ILCS 150/). The two planned one-day REC events in 2018 will be the only options available to residents of participating communities in Champaign County to bring their unwanted cathode ray tube (CRT) televisions, wood console TVs of any size, or projection TVs for recycling at no cost to the resident. The attached brochure describes local options available to residents to recycle or reuse their unwanted electronics items.

Champaign County Costs

Champaign County's maximum share of the costs indicated in the proposed Cost-Share Agreement is \$8,130 or 31 percent of the total maximum cost per event of \$26,255. The intergovernmental agreement costs shared are proportionate based on the 2010 U.S. Census population of each party to the agreement. Champaign County's cost-share of 31 percent includes the county unincorporated area and all other municipalities in the county that have chosen to participate in the 2018 REC events by contributing a proportionate amount based on population to support the 2018 REC events. To date, 11 additional municipalities have contributed a total of \$5,455 to support the 2018 REC events, in effect reducing the County's cost-share to approximately \$5,400 or 20 percent per REC event. The residents of these contributing communities will be eligible to participate in the two REC events in 2018.

The Solid Waste Management Fund 676-011, as approved by the County Board in 2018, allows for the Champaign County maximum cost-share indicated in the Intergovernmental Agreement.

Attachments

- A An Intergovernmental Agreement: 2018 Residential Electronics Collection Events Cost-Sharing Agreement between Champaign County, City of Champaign, City of Urbana, and Village of Savoy
- B E-Guide for Residents of Champaign County Illinois dated 1/29/2017

Intergovernmental Agreement: 2018 Residential Electronics Collection Events

AN INTERGOVERNMENTAL AGREEMENT

**2018 RESIDENTIAL ELECTRONICS COLLECTION EVENTS COST-SHARING
AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN, THE CITY OF CHAMPAIGN,
THE CITY OF URBANA, AND THE VILLAGE OF SAVOY**

THIS AGREEMENT is made and entered into by and between the County of Champaign and the following Illinois municipal corporations: the City of Champaign, the City of Urbana, and the Village of Savoy, effective on the last date signed by a party hereto. The foregoing entities will hereafter be noted as “the parties.”

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970, and 5 ILCS 220/1, *et seq.* enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the parties find it to be most cost effective to mutually combine efforts and to share in the costs associated with the planned Residential Electronics Collection Events to be held on May 19, 2018 and October 13, 2018 (hereinafter referred to as “events”) at Parkland College campus in Champaign, Illinois utilizing the services of the electronics recycling contractor company A-Team Recyclers. These costs include:

- A one-time flat-rate collection fee payment of \$13,000 per event to A-Team Recyclers due by the end of the day on the date of collection;
- Transportation fee of \$1,500 per semi-trailer provided by A-Team Recyclers used to transport collected electronics devices, due within 15 days of invoice, with a maximum of seven semi-trailers per collection event.
- The cost of the traffic patrol services to be provided by one City of Champaign traffic patrol officer at each collection event, with the total cost for traffic patrol services not to exceed \$375 per event.

WHEREAS, the cost contribution required of each party is provided in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. Purpose

1-1. This Agreement outlines a cost-sharing arrangement between the parties for the purpose of administering the 2018 Residential Electronics Collection events. Costs will include:

- a) Payment of a flat-rate collection fee of \$13,000 per event to A-Team Recyclers due by the end of the day on the date of collection.
- b) Payment of a transportation fee of \$1,500 per semi-trailer provided by A-Team Recyclers used to transport collected electronics, up to a maximum of seven semi-trailers per event provided by A-Team Recyclers. Payment for transportation will be due to A-Team Recyclers within 15 days of receipt of invoice.

Intergovernmental Agreement: 2018 Residential Electronics Collection Events

- c) Paying the cost of the traffic patrol services to be provided by one City of Champaign traffic patrol officer at each collection event, with the total cost for traffic patrol services not to exceed \$375 per event.
- d) Allowing for an additional 10 percent contingency amount of total fees paid pursuant to 1-1.a) and -1.b), above, to be included in the maximum total amount per event.

Section 2. Terms

- 2-1. The terms of this Agreement shall be from the date last signed by the parties until 60 days following the final event, unless amended by agreement of the parties.

Section 3. Responsibilities

- 3-1. The parties understand and agree that of the parties to this Agreement, only the County of Champaign shall enter into a contract with the contractor to remove the electronics items collected during the event from the host site. However, the County of Champaign shall be entering into said contract on behalf of the other parties as well, and Champaign County agrees that it shall not enter into said contract unless it specifically names the other parties to this agreement as third party beneficiaries of that contract. Champaign County shall obtain approval of the form of said contract with the contact from each of the parties to this Agreement prior to executing said contract.
- 3-2. Each party is responsible for contributing its share of the total costs for the events under this Agreement, according to the percentages and up to the maximums specified in Section 4 (Cost-Sharing) of this Agreement.
- 3-3. Each party is also responsible for coordinating information requests from the other parties in a timely manner.

Section 4. Cost Sharing

- 4.1 The parties agree to share, according to the percentages shown in Table 4.1, total costs not to exceed \$26,225 for each event:

Table 4.1

Event Date	Champaign County Maximum Share (% of total)	City of Champaign Maximum Share (% of total)	City of Urbana Maximum Share (% of total)	Village of Savoy Maximum Share (% of total)	Maximum Total Cost
May 19, 2018	\$8,130 (31)	\$11,277 (43)	\$5,769 (22)	\$1,049 (4)	\$26,225
October 13, 2018	\$8,130 (31)	\$11,277 (43)	\$5,769 (22)	\$1,049 (4)	\$26,225

Section 5. Invoices and Payments

- 5.1 To facilitate payment for services described in Section 1.1 of this Agreement, following each event held and within 30 days of receipt of an invoice from the Champaign County Recycling Coordinator, each party agrees to provide its share of funds as shown in Table 4.1, payable to 'Champaign County' to the attention of Susan Monte, Champaign County Regional Planning

Intergovernmental Agreement: 2018 Residential Electronics Collection Events

Commission, 1776 E. Washington Street, Urbana, IL 61802.

Section 6. Amendments.

This agreement may be amended only in writing signed by all parties.

Section 7. Survival of Provisions.

Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

CHAMPAIGN COUNTY

CITY OF CHAMPAIGN
An Illinois Municipal Corporation

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

State's Attorney's Office

City Attorney

CITY OF URBANA
An Illinois Municipal Corporation

VILLAGE OF SAVOY
An Illinois Municipal Corporation

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Village Attorney

E-GUIDE FOR RESIDENTS of Champaign County, Illinois

This guide describes local options available to residents to recycle or reuse unwanted electronics items. As of January 1, 2012, local waste haulers do not accept the electronics items listed below with your regular trash collection, as these are now banned from Illinois landfills.

Electronics Banned from Illinois landfills:

- Televisions
- Monitors
- Printers
- Computers (laptops, notebooks, netbooks, tablets)
- Electronic keyboards
- Facsimile machines
- Videocassette recorders
- Portable digital music players
- Digital video disc players & digital video disc recorders
- Video game consoles
- Small scale servers
- Scanners
- Electronic mice
- Digital converter boxes
- Cable receivers
- Satellite receivers

Television – Recycle / Reuse Options

Register online to bring up to two TVs to a Residential Electronics Collection

In 2018, Champaign County and participating municipalities within Champaign County plan to hold two separate Residential Electronics Collection (REC) events—in May and October. Only residents of unincorporated Champaign County and residents of participating municipalities may register online to participate in REC events. Residents registering online for each REC may bring up to two TVs per household to each REC event. The two TVs may be any type or size, functioning or non-functioning and intact. Up to two TVs per household will be accepted at no cost from a household at an REC event.

- * Online registration will begin sometime in April to register for the May REC.
- * Online registration will begin sometime in September to register for the October REC.

Visit the County webpage at <http://www.co.champaign.il.us/ReduceReuseRecycle> for additional information.

Bring your Cathode Ray Tube TV to Best Buy in Champaign

Location: 2117 N Prospect Ave, Champaign, during business hours only. **Phone:** (217) 352-8883

Best Buy will charge a recycle fee of \$25 per TV and will accept up to two TVs per household per day. The types of TVs accepted for a fee at Best Buy includes the following types of TV, working or nonworking and intact (not in pieces):

- * Cathode Ray Tube TVs not larger than 32 inches diameter
- * Flat Panel TVs: LCD, Plasma, LED not larger than 50"
- * Portable TVs.

Note: Best Buy will NOT take a wood console TV of any size or projection TVs.

Bring your Flat Panel TV to Habitat for Humanity ReStore in Champaign

Location: 119 East University Avenue, Champaign, during business hours only: Mon-Fri 10am-6pm and Sat 10am-4pm

Habitat ReStore will accept only flat-panel TVs, working or non-working and intact, for free.

Flat-Panel TVs are flat in the back and can be mounted on the wall.

No other type of TV accepted.

Drop-off in store only during business hours.

Flat-Panel TV



E-GUIDE FOR RESIDENTS of Champaign County, Illinois (continued)**Computer Monitor – Recycle / Reuse Options****Habitat for Humanity ReStore**

Location: 119 East University Avenue, Champaign Drop-off in store only: Mon-Fri 10am-6pm and Sat 10am –4pm

Accepts only flat-panel computer monitors (working or non-working) for free.

No other type of computer monitor accepted.

Goodwill

Accepts computer monitors (working or non-working) for free.

Both cathode-ray-tube computer monitors or flat-panel computer monitors accepted.

Locations:

Champaign Store, 912 W. Anthony — Drop-off in store only: Mon-Sat 9am-7pm and Sunday noon-6pm

Savoy Store, 1201 Savoy Plaza Lane — Drop-off in store only: Mon-Sat 9am-8pm and Sunday noon-7pm

Staples

Location: 2005 N. Prospect Avenue, Champaign

Accepts only flat-panel computer monitors (working or non-working) for free.

No other type of computer monitor accepted. 3-item limit per household per day.

**Where to bring all OTHER ELECTRONICS ITEMS:****Mervis Recycling**

Location: 3008 N. Cunningham Ave, Urbana

Drop-Off Times: Monday-Friday, 8 am-5 pm & Saturday 8 am-noon

Best Buy *Location:* 2117 N. Prospect Avenue, Champaign

Drop-Off Times: Best Buy business hours only 3-item limit per household per day

Visit Best Buy 'electronics recycling' website for information regarding additional limitations.

Goodwill

Champaign Store, 912 West Anthony, Champaign

Drop-Off Times: Monday-Saturday 9 am -7 pm & Sunday noon-6 pm

Savoy Goodwill Store, 1201 Savoy Plaza Lane, Savoy

Drop-Off Times: Monday-Saturday 9 am-8 pm & Sunday noon-6 pm

Habitat for Humanity ReStore *Location:* 119 East University Avenue, Champaign

Drop-Off Times: Monday – Friday 10 am-6 pm or Saturday 10 am-4 pm

Mack's Twin City Recycling *Location:* 2808 N. Lincoln Avenue, Urbana

Drop-Off Times: Monday-Friday 8 am-4 pm & Saturday 8 am-11:30 am

Staples *Location:* 2005 N. Prospect Avenue, Champaign

Drop-Off Times: Staples business hours. 3-item limit per household per day

*These listings are not intended to constitute company endorsements.
This brochure was prepared by the Champaign County Regional Planning Commission.*

Memorandum

To: Environment and Land Use Committee
From: Susan Monte, RPC Planner and Champaign County Recycling Coordinator
Date: January 31, 2018
Re: Resolution Approving Written Notice to Participate in the Manufacturers E-Waste Program in 2019 under the Illinois Consumer Electronics Recycling Act

Action Request: Recommend County Board approval of Resolution to Participate

This memorandum reviews Champaign County and local municipality options to consider regarding Residential Electronics Collections beginning in IEPA Program Year 2019 and requests that ELUC recommend County Board approval of a resolution that Champaign County participate in the Manufacturers E-Waste Program under the Consumer Electronics Recycling Act (CERA).

Our recommendation to the County Board is that Champaign County agree to opt-in to hold two one-day Residential Electronics Collections in program year 2019, with the expectations that costs could be significantly reduced, and until a better and more convenient option can be identified.

Background

With the passage of CERA in fall of 2017, there will be significant changes of the manufacturers e-waste program for residential electronics collections beginning in 2019. The County needs to choose by March 1, 2018 whether to 'opt-in' to participate in the manufacturers' e-waste program.

Attachment A is an initial review of limitations, benefits and possibilities under three alternatives:

- No Opt-In
- Opt-in for up to four one-day residential electronics collections
- Opt-in for a program collection site

Attachment B is a preliminary proposal prepared by the County recycling coordinator for review by Land of Lincoln Goodwill management. Local agency recycling coordinator staff expect that our conversation with Goodwill management regarding potentially serving as the County program collection site may resume this summer, once Goodwill has obtained additional critical information from their current business partner Dell Inc.

Attachment C contains a draft resolution for County Board approval.

Attachments

- A Initial review of limitations, benefits and possibilities under three alternatives
- B Preliminary Proposal to Land of Lincoln Goodwill
- C Draft resolution for County Board approval



Memorandum

To: Nichole Millage, City of Champaign Environmental Sustainability Specialist
Courtney Kwong, City of Urbana U-Cycle Coordinator
Levi Kopmann, Village of Savoy Public Works Director
Dennis Donaldson, Village of Savoy Planning and Economic Development Director
Brenda Runyon, Village of Rantoul Neighborhood Services Coordination
Charlie Smith, Village of Rantoul, Property Maintenance Inspector

From: Susan Monte, RPC Planner, Recycling Coordinator for Champaign County

Date: December 21, 2017

Re: Initial review of Residential Electronics Collection options for Program Year 2019

This memorandum contains an initial review of Champaign County and local municipality options to consider regarding Residential Electronics Collections beginning in IEPA Program Year 2019.

With the passage of the Consumer Electronics Recycling Act this fall, there will be significant changes in the state manufacturer's take-back program for residential electronics collections beginning in 2019. Our local governments will need to choose by March 1, 2018 whether to 'opt-in' to participate in the overhauled manufacturers' take-back program for residential electronics collections.

At present we are continuing to seek to identify a potential program collection site. Feel free to share the attached review with your public works departments and others. The attachment is an initial review to consider limitations, benefits and possibilities under three alternatives:

- No Opt-In
- Opt-in for up to 4 one-day residential electronics collections
- Opt-in for a program collection site

There will be more to discuss with you this coming January.

Attachment

Initial Assessment of Program Year 2019 Options

- **No 'Opt-In'**

1. **The County and partnering municipalities could do nothing.**

Likely impacts beginning January 1, 2019:

- Best Buy in Champaign may or may not provide the only local option for responsible recycling of cathode ray tube (crt) televisions under 32", crt monitors under 32", and flat screen TVs under 32" and would charge a fee of \$25 each for these items, and limit the items brought to the store to two per day per household. Best Buy can discontinue this service at any time (and in the past has done so.)
- It is unknown whether Land of Lincoln Goodwill outlets in Champaign or Savoy will continue to accept unwanted crt computer monitors for free.
- To avoid paying a \$25 fee, residents may continue to stockpile or may choose to unlawfully dispose of unwanted tvs or crt computer monitors.
- No known, local responsible recycling options will exist for unwanted televisions over 32" such as projection tvs and console tvs, larger crt monitors, and larger flat panel tvs.
- Our residents would continue to be inconvenienced.

2. **Continue to hold one-day residential electronics collections without opting-in**

Outside and apart from participating in the Illinois manufacturers' clearinghouse residential take-back program, the County and partnering local municipalities could continue to hold one or two residential electronics collections annually at a host site such as Parkland College and utilizing community public service workers to assist in collecting and sorting at these events.

- This should be considered an unsustainable option. At present, we should expect that such collections occurring without the support of the Illinois manufacturers' clearinghouse would likely prove cost-prohibitive based on the probable cost to hire a reputable electronics recycling contractor needing to cover staffing, transportation, and typically high crt processing costs with no support from manufacturers.
- To date, approximately \$35,000 has been our highest cost to hire an electronics recycling contractor for a one-day residential electronics collection (in 2016). This cost was significantly reduced to approximately \$20,000 per collection in 2017 Champaign County and Will County partnered to alleviate associated transportation costs.

Initial Assessment of Program Year 2019 Options

- **'Opt-In' for up to 4 one-day residential electronic collections**

The County and partnering local municipalities could choose to continue holding up to four residential electronics collections annually at a host site such as Parkland College and utilizing community public service workers to assist in collecting and sorting at these events.

Under the scenario of continuing to hold at least two one-day collections at a host site such as Parkland College, we would need to:

- Seek the continued support of community service workers recruited by Champaign County Probation and Court Services for each event;
- Hire a reputable electronics recycling contractor to complete onsite sorting, palletizing, and loading of pallets onto trailers at the host site.

The costs to hold a one-day residential electronics collections beginning in 2019 could be offset by establishing a system for online purchase of a voucher by residents for each television or monitor they wish to bring to the collection event. The cost of the voucher could be modest (e.g., \$8 or \$10) with the intent of providing a less expensive option for recycling a tv or monitor that may be available at Best Buy.

To estimate the costs of opting in to hold two and up to four one-day residential electronics collections beginning in 2019, this January I will seek to issue a request for an informal bid or request for proposal from reputable electronics recycling contractors.

- **'Opt-In' for a program collection site.**

1. Basic information about the Consumer Electronics Recycling Act (CERA) passed in 2017 (415 ILCS 151/)

Under CERA, Champaign County is entitled to one **program collection site** or four one-day collection events beginning in program year 2019, with all but operational costs covered by electronics manufacturers. The opt-in deadline for the county is March 1, 2018.

Based on CERA, the Illinois manufacturer clearinghouse will pay for & provide: (1) supplies (pallets, Gaylord boxes, and plastic wrap) (2) transportation (3) processing.

Based on CERA, the county and partnering municipalities could hire a "Collector" or serve as a "Collector" in order to operate a program collection site. The "Collector" would be responsible to provide:

(1) collection site/venue (2) sorting (3) preparation (4) loading on-site trailers to be provided by manufacturers and (5) keeping a record of type and number of pallets loaded into each trailer.

Other CERA provisions about Collectors are:

- Must register with IEPA to operate a program collection site or one-day event.

Initial Assessment of Program Year 2019 Options

- Every March 1st (beginning in 2020) must report to IEPA & to Manufacturer 'Clearinghouse' the total weight, by CED (covered electronics device) category, of residential CEDs transported from the program collection site or one-day collection event during the previous program year.
 - Must ensure that collected residential CEDs are sorted & loaded in compliance with local, State, & federal law.
 - Must accept all residential CEDs at a program collection site or one-day collection event.
 - Must sort residential CEDs into six categories.
 - Must not accept more than 7 residential CEDs from an individual at any one time.
 - Must not scrap, salvage, dismantle, or otherwise disassemble any residential CED collected.
 - Must only deliver to a manufacturer e-waste program, through its recycler, only collected residential CEDs.
 - May collect a fee for each desktop computer monitor or TV accepted for recycling to cover costs for collection, sorting, preparation for bulk shipment, or loading requirements. (We'd discussed using an online voucher system that would allow residents to purchase a voucher online and bring to the collection site. That would eliminate the need to handle cash on site at the collection site.)
2. Benefits of a program collection site¹ would be the convenience afforded to our residents. Some basic qualities and desired features of a potential program collection site include:
- a) A program collection site could be opened limited hours. As one suggestion, a program collection site could be open 4 hours during the week plus 4 hours one Saturday each month.
 - b) Ideally a covered space would be ideal to keep collected electronics out of the elements. Aside from a fully enclosed building, a program collection site might be an open-style 'Morton building (for example, with two or three sides enclosed and a roof).
 - c) An initial estimate is that a program collection site that contained a covered space a minimum area of 4,000 to 4,800 square feet could be adequate. A forklift should be able to be operated within the covered space.
 - d) Sufficient non-covered space at a program collection site should accommodate:
 - a drive up drop off/unload receiving area near the covered site entrance
 - space for two or three delivered semi-trailer trailers at a time to be parked for loading until transport
 - sufficient onsite traffic aisles for drive through and trailer delivery
 - e) Ideally the site would have capability to be fenced or secured.
 - f) A dock loading area is optional and would be a plus but is not required.

Initial Assessment of Program Year 2019 Options

3. We understand that it will be possible to upgrade or switch to a different program collection site as need be. A contract or intergovernmental agreement could be developed to allow opting out or switching to another site.
4. Inquiries to existing nonprofits and local scrap recyclers

County and City of Urbana and Champaign recycling coordinators are initiating efforts to identify a potential program collection site. We have reached out to talk with:

- Salt & Light
- Mack's Recycling
- Mervis Recycling
- Land of Lincoln Goodwill

To date, Mack's owner has indicated that he'd not be willing to change his business model to allow only for a fee-based collection system for residential electronics collected at Mack's.

To date, we've met with Salt & Light Ministries at their new facility in Urbana to review their potential interest as a program collection site. Our initial assessment was that the covered space needed would be tough to accommodate at their new Urbana facility, given the huge volume of materials they receive, their present layout, and space that they've set aside for community classrooms and a daycare.

Perceived "Pros":

- Their openness and receptiveness to consider a proposal to become a collection center.
- They have forklift, and dock, and area outside for semi-truck trailers for electronics.
- Great location (but not necessarily for Champaign residents).

Perceived "Cons":

- Due to their expansive interests and programs, their actual space available for any indoor sorting and interim storage of residential electronics is quite minimal. They have approximately 9,000 to 10,000 square feet devoted to all sorting and indoor stocking of all incoming textiles, goods, appliances, etc.

We will recontact S&L management to again consider capacity limitations and any other options.

We expect to have conversations with Mervis management and with Land of Lincoln Goodwill administrators soon.

5. To estimate the costs of opting in to operate a program collection site beginning in 2019, this January I will seek to identify the pros and cons of subcontracting with a general contractor to perform the collector duties, and issue a request for informal bids or an request for proposals accordingly.

Initial Assessment of Program Year 2019 Options

Notes.

1. A program collection site is “a physical location that is included in a manufacturer e-waste program and at which residential ‘covered electronic devices’ (CEDs) are collected and prepared for transport by a collector during a program year in accordance with the requirements of the [Consumer Electronics Recycling] Act.”

**Preliminary Proposal
Operating a Program Collection Site in Champaign County**

In 2019, Land of Lincoln Goodwill would maintain two separate streams of collected unwanted electronics items:

Stream 1) Residential CEDs* (under the Manufacturer E-Waste Program)

- 1) Goodwill outlets in Champaign County would receive residential CEDs from residents only during Goodwill business hours only and separately track these residential CEDs for sorting, packaging, shipping, and auditing purposes.
- 2) Residents would need to advance purchase a TV Voucher for each television to be dropped off.
- 3) The cost of the TV Voucher would be set at either \$8 or \$10 or \$12.
- 4) TV vouchers could be purchased in advance online from local government partners, and also would be available for purchase at the Goodwill facility.
- 5) Goodwill would receive all funds from TV voucher sales.
- 6) Potential funds from TV voucher sales, based on receipt of televisions from participating residents during program year 2019:

# of TVs collected	\$8	\$10	\$12
1,200	\$9,600	\$12,000	\$14,400
1,500	\$12,000	\$15,000	\$18,000
2,000	\$16,000	\$20,000	\$24,000
2,500	\$20,000	\$25,000	\$30,000

- 7) All residential CEDs collected at Goodwill outlets in Champaign County would be kept separate for auditing purposes and securely, and in a manner to prevent breakage, be transported by Goodwill to the Goodwill distribution facility in Jacksonville, IL.
- 8) The registered electronics recycler (to be assigned by the Manufacturers' Clearinghouse) would deliver all needed supplies (pallets, gaylords, and shrinkwrap) to the Goodwill distribution facility with semi-trailers delivered for loading.
- 9) Goodwill distribution facility staff would:
 - Sort collected residential CEDs into six required categories, palletize, package, and shrink-wrap sorted residential CEDs for loading and transport
 - Coordinate residential CEDs pickups with the electronics recycler assigned to transport, recycle, and process all residential CEDs collected in Champaign County;
 - Communicate with the assigned electronics recycling company to request necessary quantities of supplies (pallets, gaylords, and shrinkwrap) to be delivered to the Goodwill distribution facility;
 - Load the semi-trailer(s) provided; and
 - Provide a shipment manifest for each semi-trailer shipment.
- 10) Goodwill would report annually to IEPA and to the Manufacturer E-waste Program (by March 1st of the following year) the total weight, by CED category of residential CEDs transported from the program collection site. (Such report simply could be based on the shipment manifests.)

(continued)

**Preliminary Proposal
Operating a Program Collection Site in Champaign County**

Stream 2) All other incoming electronics items received from other entities (e.g., schools, institutions, businesses, etc.)

- Goodwill would receive and keep all other collected electronics items completely separate from the Residential CEDs collected.
- Goodwill would separately make arrangements with electronics recyclers and/or processors to transport, recycle, and process these as marketable commodities.

* * *

With regard to Residential CEDs, local government partners could take the lead in:

1) Public outreach and education regarding the need to responsibly recycle unwanted residential electronics, and information about options available to recycle these at the Goodwill Champaign/Savoy outlets during business hours only.

- Social media (FB, Twitter, NextDoor, etc.)
- TV , Radio, Press (PSAs and press releases)
- Mailers/emails to residents, HOAs
- County and Municipal webpages

2) Developing a system to sell TV vouchers online and making TV vouchers available to Goodwill

Note:

“CED” is defined as follows:

“Covered electronic device” or “CED” means any computer, computer monitor, television, printer, electronic keyboard, facsimile machine, videocassette recorder, portable digital music player that has memory capability and is battery powered, digital video disc player, video game console, electronic mouse, scanner, digital converter box, cable receiver, satellite receiver, digital video disc recorder, or small-scale server sold at retail and taken out of service from a residence in this State.

“Covered electronic device” does not include any of the following:

(1) an electronic device that is a part of a motor vehicle or any component part of a motor vehicle assembled by or for a vehicle manufacturer or franchised dealer, including replacement parts for use in a motor vehicle;

(2) an electronic device that is functionally or physically part of a larger piece of equipment or that is taken out of service from an industrial, commercial (including retail), library checkout, traffic control, kiosk, security (other than household security), governmental, agricultural, or medical setting, including but not limited to diagnostic, monitoring, or control equipment; or

(3) an electronic device that is contained within a clothes washer, clothes dryer, refrigerator, refrigerator and freezer, microwave oven, conventional oven or range, dishwasher, room air conditioner, dehumidifier, water pump, sump pump, or air purifier. To the extent allowed under federal and State laws and regulations, a CED that is being collected, recycled, or processed for reuse is not considered to be hazardous waste, household waste, solid waste, or special waste.

“Residential CEDs” are CEDs collected from residents only.

RESOLUTION NO. _____

RESOLUTION TO PARTICIPATE IN THE MANUFACTURER E-WASTE PROGRAM IN 2019 UNDER THE ILLINOIS CONSUMER ELECTRONICS RECYCLING ACT

WHEREAS, the Illinois General Assembly and Governor enacted the Consumer Electronics Recycling Act (Public Act 100-433) on August 25, 2017; and

WHEREAS, the Consumer Electronics Recycling Act includes a convenience standard for permanent collection sites and/or one-day collection events that provides every county in the State of Illinois the opportunity to have a program for collecting Covered Electronic Devices (CEDs) from its residents; and

WHEREAS, a county, a municipal joint action agency or a municipality with more than 1,000,000 residents may elect to participate in a manufacturer sponsored electronics collection program prior to March 1, 2018 and March 1 of each year thereafter; and

WHEREAS, the County of Champaign understands that it has specific duties and requirements pursuant to the Consumer Electronics Recycling Act to help coordinate the collection of CEDs, and to comply with the sorting and loading requirements for CEDs.

NOW, THEREFORE, BE IT RESOLVED, that the County of Champaign has elected to participate in the manufacturer electronics program in program year 2019 and has instructed County staff to complete and submit the necessary documentation by the deadline of March 1, 2018.

PRESENTED, ADOPTED, APPROVED, and RECORDED this 22nd day of February A.D. 2018.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

MONTHLY REPORT for OCTOBER 2017¹

Champaign County
Department of

**PLANNING &
ZONING**

Brookens Administrative
Center
1776 E. Washington Street
Urbana, Illinois 61802

(217) 384-3708
zoningdept@co.champaign.il.us
www.co.champaign.il.us/zoning

Zoning Cases

The distribution of cases filed, completed, and pending is detailed in Table 1. One zoning case was filed in October and two cases were filed in October 2016. The average number of cases filed in October in the preceding five years was 2.6.

Two Zoning Board of Appeals (ZBA) meetings were held in October and one case was completed and two cases were withdrawn. Two ZBA meetings were held in October 2016 and three cases were completed. The average number of cases completed in October in the preceding five years was 2.4.

By the end of October there were 7 cases pending. By the end of October 2016 there were 20 cases pending.

Table 1. Zoning Case Activity in October 2017 & October 2016

Type of Case	October 2017 2 ZBA meetings		October 2016 2 ZBA meetings	
	Cases Filed	Cases Completed	Cases Filed	Cases Completed
Variance	1	1**	2	0
SFHA Variance	0	0	0	0
Special Use	0	1**	0	1
Map Amendment	0	1	0	1
Text Amendment	0	0	0	0
Change of Nonconforming Use	0	0	0	0
Administrative Variance	0	0	0	1
Interpretation / Appeal	0	0	0	0
TOTALS	1	3**	2	3
Total cases filed (fiscal year)	23 cases		36 cases	
Total cases completed (fiscal year)	29 cases		29 cases	
Cases pending*	7 cases		20 cases	
* Cases pending includes all cases continued and new cases filed				
** Two related cases were withdrawn in October 2017				

¹ Note that approved absences, sick days, and one part-time temporary employee resulted in an average staffing level of 93% or the equivalent of 4.7 full time staff members (of the 5 authorized) present on average for each of the 21 work days in October.

Subdivisions

No County subdivision application was received in October. No municipal subdivision plats were reviewed for compliance with County zoning in October.

Zoning Use Permits

A detailed breakdown of permitting activity appears in Table 2. A list of all Zoning Use Permits issued for the month is at Appendix A. Permitting activity in October can be summarized as follows:

- 16 permits for 12 structures were approved in October compared to 16 permits for 15 structures in October 2016. The five-year average for permits in October in the preceding five years was 16.4.
- 30 months out of the last 60 months have equaled or exceeded the five-year average for number of permits (including October 2017, September 2017, March 2017, February 2017, January 2017, November 2016, September 2016, August 2016, July 2016, May 2016, April 2016, March 2016, February 2016, December 2015, October 2015, July 2015, June 2015, January 2015, December 2014, October 2014, August 2014, July 2014, June 2014, May 2014, March 2014, November 2013, August 2013, July 2013, June 2013, and December 2012).
- 9.7 days was the average turnaround (review) time for complete initial residential permit applications in October.
- \$1,377,500 was the reported value for the permits in October compared to a total of \$2,208,941 in October 2016. The five-year average reported value for authorized construction in October was \$1,260,586.
- 30 months in the last 60 months have equaled or exceeded the five-year average for reported value of construction (including October 2017, September 2017, April 2017, March 2017, November 2016, October 2016, September 2016, August 2016, May 2016, April 2016, March 2016, February 2016, January 2016, September 2015, July 2015, June 2015, December 2014, October 2014, June 2014, May 2014, March 2014, February 2014, November 2013, September 2013, August 2013, July 2013, June 2013, March 2013, January 2013, and November 2012).
- \$5,061 in fees were collected in October compared to a total of \$5,343 in October 2016. The five-year average for fees collected in October was \$4,275.
- 29 months in the last 60 months have equaled or exceeded the five-year average for collected permit fees (including October 2017, May 2017, March 2017, January 2017, November 2016, October 2016, August 2016, April 2016, March 2016, February 2016, January 2016, December 2015, October 2015, September 2015, July 2015, January 2015, December 2014, November 2014, October 2014, August 2014, July 2014, June 2014, May 2014, March 2014, February 2014, August 2013, July 2013, February 2013, and January 2013).

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Table 2. Zoning Use Permits Approved in October 2017

PERMITS	CURRENT MONTH			FISCAL YEAR TO DATE		
	#	Total Fee	\$ Value	#	Total Fee	\$ Value
AGRICULTURAL: Residential				5	0	1,056,363
Other				14	0	1,139,610
SINGLE FAMILY Resid.: New - Site Built	2	1,818	1,100,000	19	13,793	6,428,175
Manufactured				3	986	448,840
Additions	4	1,113	95,000	30	6,324	944,161
Accessory to Resid.	6	1,833	182,500	41	10,325	1,304,500
TWO-FAMILY Residential						
Average turn-around approval time for the above permit categories			9.67 days			
MULTI - FAMILY Residential						
HOME OCCUPATION: Rural	1	33	0	1	33	0
Neighborhood	1	0	0	7	0	0
COMMERCIAL: New						
Other				1	228	110,000
INDUSTRIAL: New						
Other				3	3,595	2,805,000
OTHER USES: New				3	562	2,850,000
Other						
SIGNS				5	527	42,910
TOWERS (Incl. Acc. Bldg.)				2	600	196,000
OTHER PERMITS	2	264	0	24	1,713	1,492,112
TOTAL APPROVED	16/12	\$5,061	\$1,377,500	158/126	\$38,686	\$18,817,671

*16 permits were issued for 12 structures in October 2017; 16 permits require inspection and Compl. Certif.

◇ 158 permits have been issued for 126 structures since 1/1/17

NOTE: Home occupations and Other permits (change of use, temporary use) total 32 since 1/1/17, (this number is not included in the total number of structures).

There were 10 Zoning Use Permit Apps. *received* in October 2017 and 7 were *approved*.

6 Zoning Use Permit App.s *approved* in October 2017 had been *received* in prior months.

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- There were also 19 lot split inquiries and 232 other zoning inquiries in October.
- Minutes for two ZBA meetings were transcribed in October.

Conversion of Best Prime Farmland

Table 3 summarizes conversion of Best Prime Farmland as a result of any County zoning approval so far in 2017.

Table 3. Best Prime Farmland Conversion in 2017

	October 2017	2017 to date
Zoning Cases. Approved by the ZBA, a Zoning Case October authorize a new principal use on Best Prime Farmland that was previously used for agriculture.	0.0 acres ³	2.00 acres
Subdivision Plat Approvals. Approved by the County Board outside of ETJ areas, a subdivision approval October authorize the creation of new Best Prime Farmland lots smaller than 35 acres:	0.0 acre	0.0 acre
Outside of Municipal ETJ areas ¹		
Within Municipal ETJ areas ²	0.0 acre	0.0 acre
Zoning Use Permits. Approved by the Zoning Administrator, a Permit October authorize a new non-agriculture use on a lot that did not previously exist or was not previously authorized in either a zoning case or a subdivision plat approval.	0.0 acres	0.0 acres
Agricultural Courtesy Permits	0.0 acre	6.6 acres
TOTAL	0.0 acres	8.6 acres
NOTES		
1. Plat approvals by the County Board.		
2. Municipal plat approvals.		

Zoning Compliance Inspections

- No zoning compliance inspections were made in October.
- Two zoning compliance certificates were issued in October. The 2017 budget anticipated a total of 275 compliance inspections and certificates for an average of 5.3 certificates per week. However, compliance inspections are typically done by temporary staffing and all temporary staffing continues to be needed to prepare the MS4 Storm Sewer System Map. Temporary staffing will resume compliance inspections after the MS4 Storm Sewer System Map has been completed.

Zoning and Nuisance Enforcement

Table 4 contains the detailed breakdown of enforcement activity for October 2017 and can be summarized as follows:

- 14 new complaints were received in October compared to 6 complaints that were received in October 2016. No complaints were referred to another agency in October and one complaint was referred to another agency in October 2016.
- 53 enforcement inspections were conducted in October compared to 26 inspections in October 2016. Four of the October 2017 inspections were for new complaints.
- No contact was made prior to written notification in October and three contacts were made in October 2016.
- 53 initial investigation inquiries were made in October for an average of 12.1 per week in October. The 2017 budget anticipates an average of 9.6 initial investigation inquiries per week.
- No First Notices and No Final Notices were issued in October compared to four First Notices and no Final Notices in October 2016. The 2017 budget anticipated a total of 39 First Notices for 2017.
- No case was referred to the State's Attorney's Office in October and no cases were referred in October 2016. The 2017 budget anticipated a total of 2 cases to be forwarded to the State's Attorney's Office in 2017.
- 8 cases were resolved in October (one of the resolved cases was a new case) and 3 cases were resolved in October 2016. The 2017 budget anticipated a total of 70 resolved cases in 2017.
- 351 cases remain open at the end of October compared to 326 open cases at the end of October 2016.
- In addition to the activities summarized in Table 4, other activities of Enforcement staff in October included the following:
 1. Answering phones and helping customers when needed due to unavailability or absence of Zoning Technicians.
 2. Coordinated with land owners, complainants, and the State's Attorney's Office regarding enforcement cases that have been referred to the State's Attorney's Office and particularly those cases that involve dangerous structures.
 3. Continued coordinating with the Attorney General's Office regarding the clean-up of the Pleasant Plains Manufactured Home Park including one inspection.
 4. Coordinated the disconnection of gas from 504 South Dodson Drive, Urbana in preparation for demolition.
 5. ITB 2017-011 was released on October 16, 2017, for demolition and clean-up of 504 South Dodson Drive, Urbana.
 6. Coordinated the marketing of County owned properties at 1101 Carroll Avenue, Urbana and 2603 Campbell Drive, Champaign.

APPENDIX

- A Zoning Use Permit Activity In October 2017**
- B Active Land Disturbance Erosion Control Permits In The Champaign County MS4 Jurisdictional Area**
- C Zoning Compliance Certificates Issued in October 2017**

Table 4. Enforcement Activity During October 2017

	FY2016 TOTALS ¹	Jan. 2017	Feb. 2017	March 2017	April 2017	May 2017	June 2017	July 2017	Aug. 2017	Sep. 2017	Oct. 2017	Nov. 2017	Dec. 2017	TOTALS ¹ FY2017
Complaints Received	60	7	3	7	7	3	7	5	4	6	14			63
Initial Complaints Referred to Others	7	0	0	0	0	3	4	0	2	0	0			9
Inspections	400	62	12	26	11	37	18	51	51	50	53 ⁴			371 ⁵
Phone Contact Prior to Notice	12	0	1	2	2	0	1	1	0	0	0			7
First Notices Issued	22	2	1	2	0	1	0	0	0	2	0			8
Final Notices Issued	1	1	0	2	0	2	0	0	0	0	0			5
Referrals to State's Attorney	0	0	0	1	0	1	1	0	0	0	0			3
Cases Resolved ²	50	1	0	2	1	1	2	6	10	4	8 ⁶			35 ⁷
Open Cases ³	323	329	332	337	343	345	350	349	343	345	351			351 ⁸

Notes

1. Total includes cases from previous years.
2. Resolved cases are cases that have been inspected, notice given, and violation is gone, or inspection has occurred and no violation has been found to occur on the property.
3. Open Cases are unresolved cases and includes any case referred to the State's Attorney or new complaints not yet investigated.
4. 4 inspections of the 53 performed were for the 14 complaints received in October, 2017.
5. 68 inspections of the 371 inspections performed in 2017 were for complaints received in 2017.
6. 1 of the resolved cases for October, 2017, was received in October, 2017.
7. 12 of the cases resolved in FY 2017 were for complaints that were also received in FY 2017.
8. Total open cases include 24 cases that have been referred to the State's Attorney, some of which were referred as early as 2001.

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APPENDIX A. ZONING USE PERMITS ACTIVITY IN OCTOBER 2017

Permit Number	Zoning District; Property Description; Address; PIN	Owner Name	Date Applied, Date Approved	Project (Related Zoning Case)
242-17-01 FP AG-2	Lot 57, Woodard's Heather Hills 3 rd Plat, Section 2, St. Joseph Township; 2244 Heather Hills Drive, St. Joseph, Illinois PIN: 28-22-02-152-015	Curt and Maranna Binder	08/30/17 10/24/17	Construct an addition to an existing single family home CASE 889-AV-17
256-17-01 AG-1	A tract of land located in the N 1/2 of the SW ¼ of Section 36, Philo Township; 648 County Road 1700E, Philo, Illinois PIN: 19-27-36-300-012	Michael Lockwood	09/13/17 10/13/17	Construct a garage addition and a third story deck (which covers the 2 nd story deck) to an existing single family home
261-17-01 AG-2	A tract of land located in the SW ¼ of the NE ¼ of Section 36, Somer Township; 1766 County Road 1850N, Urbana, IL PIN: 25-15-36-200-009	Traci Lipps & Victor Fuentes	09/18/17 10/13/17	Change the Use to establish a Private Indoor Recreational Development and an Outdoor Commercial Enterprise, <i>Willow Creek Farms</i> , and to authorize moving a grain bin onto the property to be used as a bar and the construction of a pergola CASE: 861-S-16
264-17-01 CR	A tract of land located in the E ½ of the NW ¼ of Section 32, Somer Township; 4018 N. Lincoln Ave., Urbana, IL PIN: 25-15-32-100-013	Bill Cope	09/21/17 10/10/17	Establish a Temporary Use for events to be held 09/23/17; 09/30/17; and 10/07/17
264-17-02 AG-2	Lot 15 of Country Side Second Subdivision, Section 12, Urbana Township; 1708 County Road 1650N, Urbana, Illinois PIN: 30-21-12-151-012	Bruce E. Barnard	09/21/17 10/11/17	Construct a detached garage



Land Disturbance Erosion Control Permit also required

*received and reviewed, however, not approved during reporting month

**Planning & Zoning Monthly Report
OCTOBER 2017**

APPENDIX A. ZONING USE PERMITS ACTIVITY IN OCTOBER 2017

Permit Number	Zoning District; Property Description; Address; PIN	Owner Name	Date Applied, Date Approved	Project (Related Zoning Case)
264-17-03 CR	A tract of land being a part of the SW ¼ of Fractional Section 31, T19N, R11E of the 3 rd P.M., and the NW ¼ of Fractional Section 6, T18N, R11E of the 3 rd P.M., Champaign County, Illinois; 1202 County Road 2400E, St. Joseph, Illinois PIN: 26-23-31-300-022	Russell A. Tarter	09/21/17 10/11/17	Install an above ground swimming pool and to place a detached carport on the property
268-17-01 AG-2	Lots 203 and 204 of Country View Second Subdivision, Section 35, Somer Township; 2913 N. Cottonwood Rd., Urbana, IL PIN: 25-15-35-401-019	Robert Gravely	09/28/17 10/11/17	Construct an addition to an existing detached garage and to authorize a previously constructed porch addition to an existing home and a detached storage shed
272-17-01 AG-1	A tract of land located in the W ½ of the NE ¼ of Section 28, St. Joseph Township; 2061 County Road 1400N, St. Joseph, Illinois PIN: 28-22-28-200-011	Chris and Susan Harbourt	09/29/17 10/13/17	Construct a detached storage shed for personal use only
275-17-01 RHO AG-1	A tract of land located in the N ½ of the SW ¼ of Section 36, Philo Township; 648 County Road 1700E, Philo, Illinois PIN: 19-27-36-300-012	Michael Lockwood	10/02/17 10/13/17	Establish a Rural Home Occupation, Lockwood Custom Optics, Inc.
275-17-02 AG-1	A tract of land located in the NW ¼ of the SW ¼ of Section 30, Condit Township; 2542 County Road 600E, Dewey, Illinois PIN: 07-08-30-300-024	Steve and Sandy Brown	10/02/17 10/17/17	Construct a single family home with attached garage
278-17-01 AG-1	Lots 14 & 15 of Shiloh Farms, Section 15, Mahomet, Illinois PIN: 16-07-15-351-002 & 003	Kane Beaumont	10/05/17 10/24/17	Construct a detached storage shed and authorize a previously constructed detached garage

Land Disturbance Erosion Control Permit also required
*received and reviewed, however, not approved during reporting month

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APPENDIX A. ZONING USE PERMITS ACTIVITY IN OCTOBER 2017

Permit Number	Zoning District; Property Description; Address; PIN	Owner Name	Date Applied, Date Approved	Project (Related Zoning Case)
279-17-01 CR	A tract of land being a part of the NW ¼ of Section 6, South Homer Township; 1190 County Road 2400E, St. Joseph, Illinois PIN: 26-29-06-100-028	William and Jan Gallo	10/06/17 10/24/17	Install an in-ground swimming pool and construct a pool house
285-17-01 AG-2	Lot 4, Brickhouses Road Subdivision, Section 35, Somer Township; 2910 Brickhouses Road, Urbana, Illinois PIN: 25-15-35-300-017	Deborah Insana	10/12/17 10/26/17	Construct a single family home with attached garage
286-17-01 CR	Lots 2 and 3 except the South 37.35 feet thereof in Poll Subdivision, and a portion of Lot 4 as described in the full legal description; 2521 County Road 450E, Mahomet, IL PIN: 16-07-26-376-014	Jeremy Gentles	10/13/17 10/26/17	Construct a detached garage and authorize a previously constructed detached storage shed and a previously installed above ground swimming pool
286-17-02 AG-2	Lots 136 & 137 of Woodard's Heather Hills 6 th Plat, Section 2, St. Joseph Township; 2248 Nancy Lane, St. Joseph, Illinois PIN: 28-22-02-176-007	Jason and Adrienne Beers	10/13/17 10/27/17	Construct an addition to an existing single family home
*290-17-01	Under review			
*291-17-01	Under review			
*299-17-01	Under review			

Land Disturbance Erosion Control Permit also required
*received and reviewed, however, not approved during reporting month

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APPENDIX B. ACTIVE LAND DISTURBANCE EROSION CONTROL PERMITS

Permit Number; Zoning;	Property Description; Address; PIN	Owner Name	Date Applied Date Approved Date of Final Stabilization	Project (Related Zoning Case)
302-15-01 I-1	A tract of land located in the NE ¼ of Section 34, Tolono Township; 981 County Road 700N, Tolono, Illinois PIN: Pt. of 29-26-34-100-006	Eastern Illini Electric Coop	10/29/15 05/18/16	Construct an electrical substation
155-16-02 CR	A 53.79 acre tract of land located in the NW ¼ of Section 8, Urbana Township; 1206 N. Coler Avenue, Urbana, Illinois PIN: 30-21-08-176-001	Champaign County Fair Association	06/03/16 08/10/16	Construct a parking lot and bus shelter
195-16-01 CR	A 53.79 acre tract of land located in the NW ¼ of Section 8, Urbana Township; 1206 N. Coler Avenue, Urbana, Illinois PIN: 30-21-08-176-001	Champaign County Fair Association	07/13/16 08/02/16	Construct a detached storage shed
97-17-01 R-1	Lot 12, Lincolnshire Fields West 1 Subdivision, Section 21, Champaign Township; 3912 Clubhouse Drive, Champaign, Illinois PIN: 03-20-21-301-012	Tim and Toni Hoerr	04/07/17 04/27/17	Construct a single family home with attached garage and detached pool house

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APPENDIX C. ZONING COMPLIANCE CERTIFICATES ISSUED IN OCTOBER 2017

Date	Permit Number	Property Description; Address; PIN	Project (Related Zoning Case)
10/11/17	264-17-03	A tract of land being a part of the SW ¼ of Fractional Section 31, T19N, R11E of the 3 rd P.M., and the NW ¼ of Fractional Section 6, T18N, R11E of the 3 rd P.M., Champaign County, Illinois; 1202 County Road 2400E, St. Joseph, Illinois PIN: 26-23-31-300-022	an above ground swimming pool and a detached carport
10/24/17	279-17-01	A tract of land being a part of the NW ¼ of Section 6, South Homer Township; 1190 County Road 2400E, St. Joseph, Illinois PIN: 26-29-06-100-028	an in-ground swimming pool and a pool house