



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

County of Champaign, Urbana, Illinois

Thursday, April 6, 2017 - 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

Jim Goss

Matt Hiser

Robert King

Kyle Patterson

Jon Rector

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda/Addenda
- IV. Approval of Minutes
  - A. ELUC Committee meeting – March 9, 2017 1 - 3
- V. Public Participation
- VI. Communications
- VII. **For Information Only**
  - A. Update on Landscape Waste Burning 4
  - B. Online Registration Opens April 3, 2017 for Upcoming Residential Electronics Collection 5 - 6
- VIII. **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 21 – July 29, 2017 7 - 21
    - ii. Lake of the Woods Bar & Liquors, 204 South Prairieview Road, Mahomet 3/16/17 – 12/31/17 22 - 28
  - B. A Proposed Feasibility Study for a Champaign County Land Bank 29 - 31

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.

(217) 384-3776

(217) 384-3896 Fax

<b>IX. Items to be Recommended to the County Board</b>	
A. An Intergovernmental Agreement Between Champaign County, Illinois, and Will County, Illinois	32-37
B. Contractor, Coordinator, and Host Site Agreement: 2017 Residential Electronics Collections	38-47
C. An Intergovernmental Agreement: 2017 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	48-51
D. Zoning Case 830-AM-16. Request by petitioners Traci Lipps and Victor Fuentes, d.b.a. Lipps Family, Inc., d.b.a. Willow Creek Farm, to amend the Zoning Map to change the zoning district designation from the AG-1 Agriculture Zoning District to the AG-2 Agriculture Zoning District on a 37 acre tract of land in order to authorize the remodeling of existing farm buildings for the establishment of an Event Center as a combination “Private Indoor Recreational Development” and “Outdoor Commercial Recreational Enterprise” as a Special Use permit authorized by the Zoning Board of Appeals in relating Zoning Case 831-S-16 on six of the 37 acres, subject to special conditions of approval, all on land located in the Southwest Quarter of the Northeast Quarter of Section 36 of Somer Township in township 20 North, Range 9 East of the Third Principal Meridian and commonly known as the farmstead located at 1766 CR 1850 North, Urbana.	52-69
<b>X. Monthly Reports</b>	
A. February 2017	70-78
<b>XI. Other Business</b>	
A. Semi-annual Review of Closed Session Minutes	79
<b>XII. Chair’s Report</b>	
<b>XIII. Designation of Items to be Placed on Consent Agenda</b>	
<b>XIV. Adjournment</b>	

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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, March 9, 2017  
**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)	
Bradley Clemmons	
	Matt Hiser
Robert King	
	Kyle Patterson
Jon Rector	

**County Staff:** Rick Snider (County Administrator), John Hall (Zoning Administrator), Tammy Asplund (Recording Secretary)  
**Others Present:** Susan Monte (Regional Planning Commission), Pius Weibel (County Board Member)

**MINUTES**

**I. Call to Order**

Committee Chair Esry called the meeting to order at 6:30 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. Rector to approve the agenda as distributed; seconded by Mr. Clemmons. Upon vote, the **MOTION CARRIED** unanimously.

**IV. Approval of Minutes**

A. ELUC Committee meeting – February 9, 2017

**MOTION** by Ms. Petrie to approve the minutes of the February 9, 2017 ELUC meeting; seconded by Mr. King. Upon vote, the **MOTION CARRIED** unanimously.

**V. Public Participation**

None

**VI. Communications**

None

**VII. For Information Only**

*A. Update on prosecution of dangerous structures*

Mr. Hall stated this is an update to the list previously reviewed by this committee in June 2015. He called attention to some that were mitigated. Mr. Hall reviewed new additions to the list.

*B. Update on Mahomet Aquifer Advocacy Alliance formerly known as Mahomet Aquifer Coalition*

Mr. Hall reviewed the history of the Coalition and its transformation to the new Advocacy Alliance. He stated the Town of Normal appears to be the lead agency. Mr. Hall proposed Champaign County's continued involvement. In response to a question by Ms. Petrie, Ms. Monte stated the Village of Rantoul's Administrator is an at-large member; representing Champaign County.

**VIII. Items to be Approved by ELUC**

*A. Proposed Zoning Ordinance Text Amendment to require a Special Use Permit for any Neighborhood Home Occupation that is not a prohibited Neighborhood Home Occupation under paragraph 7.1.1.i. and that exceeds and/or does not meet the other requirements of Section 7.1.1*

*B. Proposed Zoning Ordinance Text Amendment to allow "minor auto repair" as a Neighborhood Home Occupation by Special Use Permit when more than 1 ½ miles from a municipality or village that prohibits "minor auto repair" as a home occupation*

Mr. Hall reviewed the memo dated March 3, 2017. He stated he believes this amendment opens possibilities that the current ordinance does not allow.

Mr. King asked whether this request has previously come before the board. Mr. Hall responded that previously, this type of situation was handled with variances. He stated he believed this should be handled as a Special Use Permit; rather than a variance.

Ms. Petrie asked the addition of "no overnight parking" be added to the amendment.

**Omnibus MOTION** by Ms. Petrie to accept the proposed text amendments; seconded by Mr. Clemmons. Upon vote, the **REVISED MOTION CARRIED** unanimously.

*C. Update on Champaign County MS4 Area Storm Water Survey*

Mr. Hall stated Planning and Zoning received two responses from the ten surveys sent as the pilot. Ms. Petrie shared she felt the length of the survey was too long. She also commented she would like to see a greater response. Ms. Petrie asked if there are plans for a postcard to follow up on the survey.

In response to Mr. King's question regarding changes made, Ms. Monte commented she shortened the introduction, changed some of the language for clarification, and corrected the map.

**MOTION** by Ms. Petrie to move forward with the full survey; seconded by Mr. King. Upon vote, the **MOTION CARRIED** unanimously.

**IX. Items to be Recommended to the County Board**

*A. Authorization to seek various court orders against 504 South Dodson Drive pursuant to Enforcement Case ZN 12-32/21*

Mr. Hall stated the new Assistant State's Attorney, Jacob Croegaert, requested this authorization.

**MOTION** by Mr. Rector; seconded by Mr. Clemmons. Upon vote, the **MOTION CARRIED** unanimously.

**X. Monthly Reports**

**MOTION** by Mr. Esry to accept and place on file the January 2017 Monthly Reports.

**XI. Other Business**

None

**XII. Chair's Report**

None

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

IX. A.

**XIV. Adjournment**

**MOTION** by Mr. Clemmons to adjourn; seconded by Mr. King. There being no further business, Mr. Esry adjourned the meeting at 7:18 p.m.

Champaign County  
Department of

**PLANNING &  
ZONING**

**TO: Environment and Land Use Committee**

**FROM: John Hall, Zoning Administrator**

**DATE: March 28, 2017**

**RE: Update on Implementing Regulations for Burning of Landscape Waste**

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***FOR INFORMATION ONLY***

---

This memorandum reviews that there were no significant problems implementing the regulations for open burning of landscape waste that went into effect on 11/1/16.

Staff awaits Committee direction to either include this item on a future agenda for a discussion of possible changes or to provide another update at the one-year anniversary.

**BACKGROUND**

Ordinance No. 984 adopting new regulations for open burning of landscape waste went into effect on 11/1/16. Complaints and enforcement activity related to the open burning of landscape waste in November and December were as follows:

- a. Cover letters, handouts, and copies of the new ordinance were sent to the Sheriff; relevant Fire Protection Districts; and relevant township supervisors prior to 11/1/16. Cover letters, handouts, and copies of the new ordinance were also sent to the City of Urbana Community Development Services Department and Urbana Fire Department; and to the City of Champaign Neighborhood Services Department and Champaign Fire Department.
- b. At the request of the Urbana Fire Department (UFD), the Sheriff's Office held a coordination meeting with the UFD and the Department of Planning and Zoning to review enforcement protocols.
- c. A total of 6 complaints were received in November 2016 regarding the open burning of landscape waste. Three complaints were investigated and two open burning violations were observed. Owners of the burning violations received handouts. Letters and handouts were mailed to addresses where neighbors reported open burning but no investigation occurred.
- d. One complaint was received in December 2016 regarding the open burning of landscape waste. The burning occurred on a weekend and was well documented so no investigation was required. A letter and handout were mailed to the property that did the open burning.

Overall, there were no significant problems implementing the new regulations for open burning of landscape waste in the fall of 2016. Part of that ease of implementation was no doubt due to the level of coordination with the Sheriff's Office and with relevant municipal and township officials.

**REQUEST TO RECONSIDER THE NEW REGULATIONS**

At the 11/17/16 County Board meeting, three citizens requested the Board to reconsider the new regulations for open burning of landscape waste. Those citizens were clearly hoping that the County Board would relax (reduce) the new regulations.

**COMMITTEE DIRECTION REQUESTED**

No work has been done regarding further changes to the landscape waste burning regulations and no contact has been made with the three citizens who spoke at the 11/17/16 County Board meeting or with the citizens who had participated in the development of the regulations. Staff requests the Committee's direction to either include this item on a future agenda for a discussion of changes to the new regulations or to report back to the Committee upon the one-year anniversary of adoption of the landscape waste burning regulations.

Brookens Administrative  
Center  
1776 E. Washington Street  
Urbana, Illinois 61802  
  
(217) 384-3708  
zoningdept@co.champaign.il.us  
www.co.champaign.il.us/zoning



# NEWS RELEASE

## FOR IMMEDIATE RELEASE

Media Contact:  
Susan Monte  
Planner  
Champaign County Regional Planning Commission  
217-328-3313  
[smonte@ccrpc.org](mailto:smonte@ccrpc.org)

### **Residential Electronics Collection Event Scheduled for Saturday, May 20, at Parkland College in Champaign**

*Residents of participating communities are now required to register before the event*

**URBANA, IL (March 27, 2017)** – A residential electronics collection event is scheduled for Saturday, May 20, 2017, at Parkland College in Champaign (2400 W. Bradley Avenue). In order to participate in the event, residents of participating communities must first register online at <http://www.ecycle.simplybook.me>. Only residents of Bondville, Broadlands, Champaign, Gifford, Homer, Ivesdale, Ludlow, Mahomet, Ogden, Royal, Sadorus, Savoy, St. Joseph, Thomasboro, Urbana, and unincorporated Champaign County are eligible to attend.

Online registration begins on Monday, April 3, 2017. Residents of participating communities will need to register in order to secure a timeslot between 8:00am and 11:45am on May 20. There is a two-TV limit per vehicle, with a 10-item total limit. Residential electronics accepted include: televisions (all sizes, types, and models—with the two-TV limit per vehicle), all computers and computer accessories, networking equipment, ink and toner cartridges, DVD/VHS players, radios, stereo equipment, remote controls, MP3 players, iPods, e-readers, projectors, handheld gaming devices, video game consoles, digital cameras, camcorders, cable and satellite receivers, cash registers, credit card readers, typewriters, adding machines, calculators, cell phones and accessories, telephones, telecom equipment, chargers, microwaves, Christmas lights, and rechargeable batteries.

Event organizers now require residents to register online since it allows the Residential Electronics Collection event to be more efficient while significantly reducing wait time. Registered participants must use the Duncan Road entrance at Duncan and Bradley to access the collection event on May 20.

Other year-round local electronics recycling options do exist that accept unwanted electronics items, except for cathode ray tube televisions.

-more-

These recycling options are listed in the Champaign County E-Guide available online at [www.co.champaign.il.us/ReduceReuseRecycle/pdfs/recycle/recycleelectronics.pdf](http://www.co.champaign.il.us/ReduceReuseRecycle/pdfs/recycle/recycleelectronics.pdf). People may also do an internet search for "Champaign County RRR."

Electronics were banned from Illinois landfills on January 1, 2012, and as of January 1, 2012, local waste haulers no longer accept 17 categories of electronic items:

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

Many electronic products contain toxic lead, mercury, cadmium, and other materials that pose environmental and health risks that must be managed. Many electronic items contain metals, plastics, or leaded glass that can be recycled into basic commodities or products and then re-marketed for re-use. The re-use of these components conserves natural resources and energy while contributing to reduced air and water pollution and greenhouse gas emissions.

Questions about residential electronics recycling can be directed to local recycling coordinators at the City of Champaign (217-403-4780), the City of Urbana (217-384-2302) or Champaign County (217-819-4035).

###

FILED

MAR 10 2017



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

*Gordy Hulten*  
CHAMPAIGN COUNTY CLERK

For Office Use Only

License No. 2017-ENT-021  
Date(s) of Event(s) ANNUAL  
Business Name: CHAMP. Co. Fair #55cc.  
License Fee: \$ 100.00  
Filing Fee: \$ 4.00  
TOTAL FEE: \$ 104.00  
Checker's Signature: [Signature]

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)

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: Champaign County Fair Association
  - 2. Location of Business for which application is made: 1302 N. Cedar Ave. Urbana IL 61803
  - 3. Business address of Business for which application is made: P.O. Box #544, 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
  - 7. Nature of Activity to be licensed (include all forms of recreation and entertainment to be provided): CARNIVAL, LAWN GAMES, DEMO, ROLBO, DEMO, DEMO
  - 8. Term for which License is sought (specifically beginning & ending dates): 1 January 2017 to 31 December 2017 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: None
  - 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): Michael E Kobl  
Date of Birth: \_\_\_\_\_ Place of Birth: Urbana, IL  
Social Security Number: \_\_\_\_\_ Citizenship: U.S.A.  
If naturalized, state place and date of naturalization: \_\_\_\_\_  
2. Residential Addresses for the past three (3) years: 1428 E Florida Ave  
Urbana, IL 61801  
3. Business, occupation, or employment of applicant for four (4) years preceding date of application for this license: Asst. Fire Chief, University of Illinois - St. Louis  
Airport, Sahoy, IL 61874

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: Illinois

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 Association  
P.O. Box #544, Urbana, IL 61803

5. Objects of Corporation, as set forth in charter: to promote an interest in agricultural and horticultural activities in the community

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

Name of Officer: Michael E. Rebel Title: President Board of Directors  
Date elected or appointed: 9 January 2017 Social Security No.: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Place of Birth: Urbana, IL 61801  
Citizenship: U.S.  
If naturalized, place and date of naturalization: \_\_\_\_\_

Residential Addresses for past three (3) years: 1408 E Florida Ave Urbana, IL  
61803

Business, occupation, or employment for four (4) years preceding date of application for this license: Asst. Fire Chief, University of Illinois - Willard Airport, Savoy, IL.  
61874

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.

RECEIVED

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: Champaign Sales owner

3310 N. 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.

RECEIVED

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: 2nd 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 2500N

Thomasboro IL 61878

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.

REC'D

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, outdoor areas to be used for various purposes and parking spaces.

RECEIVED

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.D. Brown Title: Treasurer

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

Date of Birth: \_\_\_\_\_ Place of Birth: Deerfield, 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, Star Limousine, Champeteh, 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.

REC'D

**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.

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of President

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of Secretary

Subscribed and sworn to before me this 16<sup>10</sup> day of February March, 2017.



\_\_\_\_\_  
Signature of Manager or Agent  
*[Handwritten 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.

7-21-52

FORM 100-A

DO NOT WRITE IN THIS SPACE

57

ARTICLES OF AMENDMENT  
to the  
ARTICLES OF INCORPORATION

GENERAL NOT FOR PROFIT CORPORATION ACT

Date: 7-21-52  
Filing Fee: 5.00  
Class: H. S. R.

549 (23)

To CHARLES F. CAMPBELL, Secretary of State, Springfield, Illinois.

This is amended corporation, for the purpose of amending its Articles of Incorporation and pursuant to the provisions of Section 25 of the "General Not For Profit Corporation Act" of the State of Illinois, hereby certifies the following Article of Amendment:

- The name of the corporation shall be CHAMPAIGN COUNTY FAIR ASSOCIATION
- Trade or service shall be fair, having voting rights with respect to any shares of the corporation.
- (a) A meeting of members, at which a quorum is present, shall be held on March 10 of each year, commencing at least one month (2/3) of the year, and shall be held by the members of the corporation from their respective parishes at such meeting.

PAID  
\$2.15  
C. S. [Signature]

~~(b) If the corporation is organized for the purpose of conducting a business, the corporation shall have the right to sell, lease, convey, or otherwise dispose of its real and personal property, and to acquire, hold, lease, or otherwise dispose of real and personal property, and to incur and pay debts and liabilities, and to sue and be sued, and to do all such other and various acts and things as corporations may lawfully do.~~

RECALLED, that the purposes for which the Corporation is organized shall be recited 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, a full and lawful Board of Directors of the  
Company, have hereunto set their hands and seals this \_\_\_\_\_ day of  
March, 1955

THE CHAMPLAIN COUNTY FARM ASSOCIATION  
Incorporated in the State of New York

Place  
(CORPORATE SEAL)  
Here

By *Russell L. ...*  
*Walter A. ...*

STATE OF NEW YORK  
COUNTY OF CHAMPLAIN

*Charles ...* a Single Male, do hereby certify that on  
the \_\_\_\_\_ day of \_\_\_\_\_, 1955, at \_\_\_\_\_, New York  
I personally appeared \_\_\_\_\_, the undersigned, known to me to be the person whose name is subscribed to the foregoing  
instrument, and that he acknowledged to me that he executed the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1955.

Place  
(CORPORATE SEAL)  
Here

*Charles ...*

FILED  
By *1126*

ARTICLES OF AMENDMENT  
to the  
ARTICLES OF INCORPORATION  
of

CHAMPLAIN COUNTY FARM ASSOCIATION

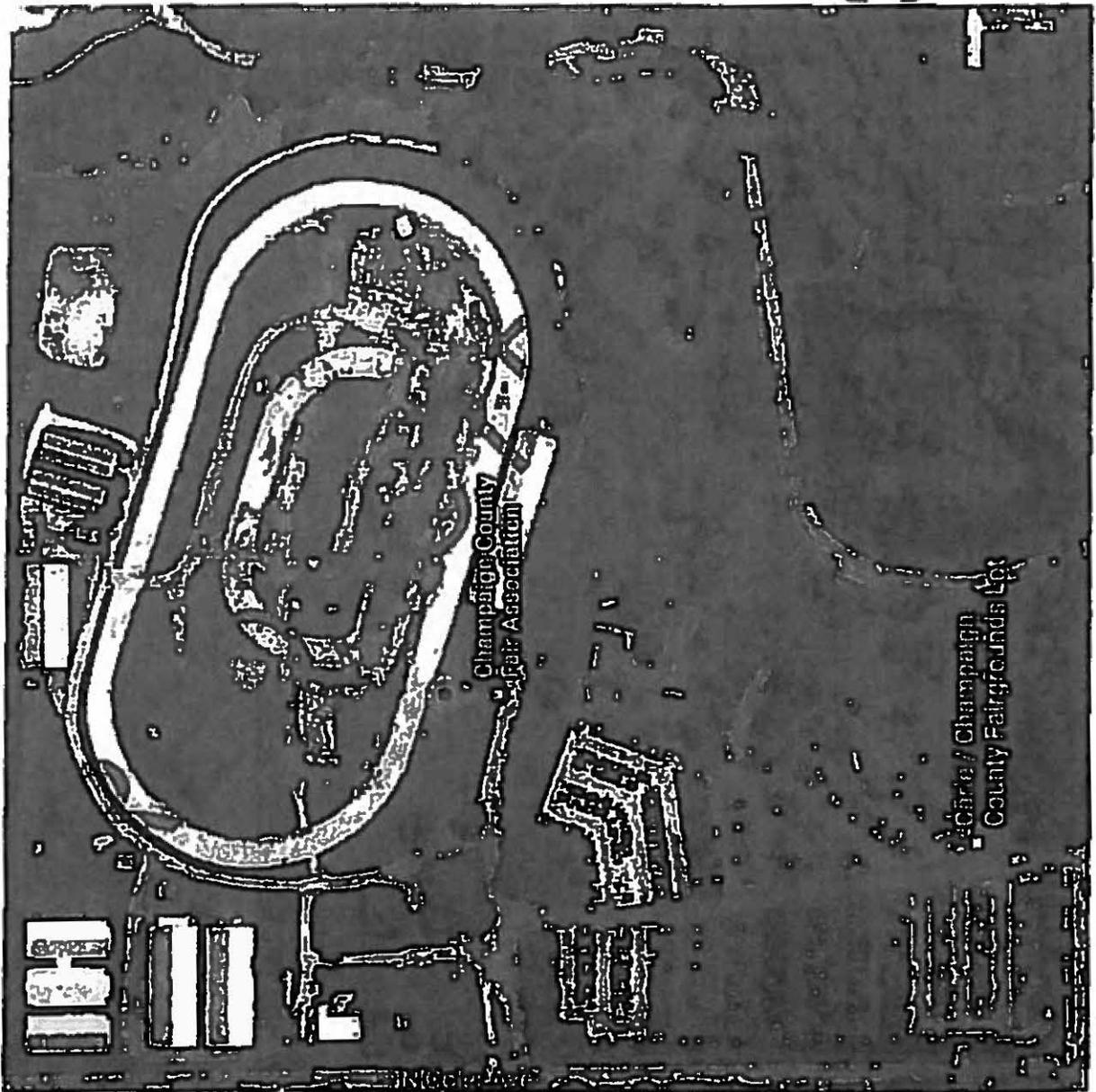
Incorporated in New York

FILED  
MAR 21 1955

*Charles E. ...*

FILED  
MAR 21 1955

DX



Champaign County  
Fair Association

Care / Champaign  
County Fairgrounds Lot

FLORIDA IS  
Jesse White, the Secretary of State  
COL

DL No. 1  
DOB  
Expires: 07-30-19  
Issued: 07-14-15  
MICHAEL E ROSE  
TALLAHASSEE FLORIDA  
MIRAMAR BLVD

Class: AM  
End: P  
Weight: 8  
Type: OBG

Male 5'10" 225 lbs BLUE Eyes

ASD/140

REDACTED COPY

**Entertainment/Recreation License Checklist**  
*The person making the application must be 21 years of age.*

Definition: Bands, Fairs, anytime money is involved, ticket or donation.

- \_\_\_ Complete right hand corner in ink.
- \_\_\_ If the license is not a renewal, give them the next license number found on the Entertainment/Recreation License spreadsheet list on v drive.
- \_\_\_ Enter the date of event for the One Day applicants.
- \_\_\_ File date the application
- \_\_\_ Inform the applicant all forms of entertainment must be listed – example: disc jockey, juke box, rodeo, bike show, live music, etc.
- \_\_\_ Inform the applicant if serving liquor, they must also apply for a liquor license.
- \_\_\_ Site plan should be attached
- \_\_\_ The ELUC committee needs the application at least two weeks prior to a meeting. Make Sure One Day events will meet this deadline.
- \_\_\_ Make hand receipt - if in office.
- \_\_\_ Cash, money order, certified or cashiers check. If established business, (Tin Cup RV) we can take their business check. Put money in envelope, label it and put in the vault.
  - Fee is \$100.00 yearly or \$10.00 per event plus Clerk filing fee is \$4.00Example: Champaign County Fair is 3 groups for 3 days = \$94.00
  - During the course of the calendar year, the fee would be pro-ratedExample: October, it would be 25% or \$25.00 + \$4.00.
- \_\_\_ Scan application and put in R & E Folder.
- \_\_\_ Send application (through interoffice mail) to Curt Apperson at Sheriff's office. The Sheriff's office can deny an application but it still goes to ELUC.
- \_\_\_ Email the application to Planning and Zoning. They will keep for the ELUC meeting.
- \_\_\_ If not approved, call and regret it cannot be issued and return the money.
- \_\_\_ If approved, prepare the license, sign and seal it, make copy for our file. Get money from vault. Ring up on AS400 under Miscellaneous License – Motel/Ent/Rec and under Reference enter Ent Rec License #. Attach yellow receipt to application on file.
- \_\_\_ Scan license and attach to scanned file in R&E folder. Mail original license to applicant.
- \_\_\_ File application in the Entertainment/Recreation License file folder.

**Renewals** – On November 1<sup>st</sup>, send out Entertainment/Recreation License letters to the yearly renewals with the appropriate application. They would keep the same license number but change the year. Prepare a new Entertainment/Recreation License roster for the new calendar year January 1 through December 31.

---

## **Champaign County Fair Association**

### **2017 Schedule of Grandstand Events**

**Friday, July 21 – Midget Sprint Car Racing**

**Saturday, July 22 – Demolition Derby**

**Sunday, July 23 – Rodeo**

**Monday, July 24 – Talent Show, Karaoke Contest, Big Giveaway**

**Tuesday, July 25 – Harness Racing**

**Wednesday, July 26 – Motorcycle Racing**

**Thursday, July 27 – Motor Madness (Power Wheels Kids Derby, Figure 8 Race, Demo Derby)**

**Friday, July 28 – Country Music Concert**

**Saturday, July 29 – Truck & Tractor Pulls (Noon and evening sessions)**

### **Standard fair activities;**

**Carnival with rides and games**

**Livestock Judging**

**Open Show Judging (Homemade items)**

**Food Vendors**

**Beer Pavilion with Live Music (selected evenings)**

## CHAMPAIGN COUNTY FAIR ASSOCIATION 2017 CALENDAR

An attachment to the CCFA R & E License Application for 2017  
prepared by the Department of Planning & Zoning

Source: Champaign County Fair Association Calendar of Events received on 3/27/17

### JANUARY THRU FEBRUARY:

No Events Scheduled

### MARCH:

30-31

The Great Benjamin's Circus

### APRIL:

1

Cattle Sale

28-30

Derby Icons Spring Explosion

### May:

6

Lawn Mower Demolition Derby

### June:

16-17

Derby Icons – Metal Mayhem

23-24

Boy Scouts

29-30

Audio Feed (Generations Music already has an approved  
R&E License)

### July:

1-2

Audio Feed (Generations Music already has an approved  
R&E License)

14

Hammer Down Tractor Pull

20

Livestock Cash Bash

21-29

Champaign County Fair

### August:

19

WIXY Flea Market

### September:

9

Lawn Mower Demolition Derby

24

Boy Scouts

### October – November:

No Events scheduled

### December:

3

Lawn Mower Derby



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)

**FILED**

Filing Fee: \$ 4.00  
MAY 15 2017

*Andy Allen*  
CHAMPAIGN COUNTY CLERK

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

For Office Use Only

License No. 2017-ENT-12  
Date(s) of Event(s) ANNUAL  
Business Name: LAKE WOODS BAR/LIQUOR  
License Fee: \$ 100.00  
Filing Fee: \$ 4.00  
TOTAL FEE: \$ 104.00  
Checker's Signature: [Signature]

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:

- Mail license when ready*
- A. 1. Name of Business: LAKE OF THE WOODS BAR & LIQUORS INC.
  2. Location of Business for which application is made: 204 S. PRAIRIE VIEW RD, MAHOMET, IL 61853
  3. Business address of Business for which application is made: SAME AS ABOVE
  4. Zoning Classification of Property: \_\_\_\_\_
  5. Date the Business covered by Ordinance No. 55 began at this location: 1-29-1982
  6. Nature of Business normally conducted at this location: PACKAGE LIQUOR STORE + BAR - ALCOHOL SALES FOR OUTDOOR ACTIVITIES + BAR
  7. Nature of Activity to be licensed (include all forms of recreation and entertainment to be provided): DJ, KARAOKE BANDS (LIVE MUSIC)
  8. Term for which License is sought (specifically beginning & ending dates): 03/16/17 THRU 12/31/17

(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: PARKHILL ENTERPRISES 1510 WOODFIELD DR, SANDY, IL 61874 - LEASED MONTHLY
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**

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: N/A 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): ALFRED O. BARBADILLO  
Date of Birth: \_\_\_\_\_ Place of Birth: MUNICH, GERMANY  
Social Security Number: \_\_\_\_\_ Citizenship: YES  
If naturalized, state place and date of naturalization: BORN ON ARMY BASE (USA)
2. Residential Addresses for the past three (3) years: 120 CARROLL ST.  
MANHATTAN, IL 61853
3. Business, occupation, or employment of applicant for four (4) years preceding date of application for this license: SAME

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:  
LAKE-OF-THE-WOODS BAR & CIGARS, INC.
2. Date of Incorporation: 01/29/1982 State wherein incorporated: ILLINOIS

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:

204 S. PRAIRIE VIEW RD  
MAHOMET, IL 61853

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: ALFRED D. BARBADILLO Title: OWNER / PRESIDENT  
Date elected or appointed: \_\_\_\_\_ Social Security No.: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Place of Birth: MUNICH, GERMANY  
Citizenship: YES  
If naturalized, place and date of naturalization: BORN ON A US ARMY BASE

Residential Addresses for past three (3) years: 120 CARROLL ST.  
MAHOMET, IL 61853

Business, occupation, or employment for four (4) years preceding date of application for this license: LAKE OF THE WOODS BAR & LIQUORS, INC.

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. ON FILE

RECEIVED

**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 of Manager or Agent

Subscribed and sworn to before me this 16 day of March, 2017.



*[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.



**Entertainment/Recreation License Checklist**  
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STATE OF ILLINOIS,  
Champaign County  
Recreation & Entertainment License  
Check List and Approval Sheet

**FOR ELUC USE ONLY**

County Clerk's Office

- 1. Proper Application Date Received: 3/16/17
- 2. Fee Amount Received: 10.00

Sheriff's Department

- 1. Police Record Approval: [Signature] Date: 3/17/17
- 2. Credit Check Disapproval: \_\_\_\_\_ Date: \_\_\_\_\_

Remarks: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Section C-1: Alfred Barbarillo Provides his place of Birth as "Munich, Germany" And Does Not Provide a State or Place / Date of Naturalization. Same as Section D-6. Was He Born on a military base?

Planning & Zoning Department

- 1. Proper Zoning Approval: \_\_\_\_\_ Date: \_\_\_\_\_
- 2. Restrictions or Violations Disapproval: \_\_\_\_\_ Date: \_\_\_\_\_

Remarks: \_\_\_\_\_ Signature: \_\_\_\_\_

Environment & Land Use Committee

- 1. Application Complete Approval: \_\_\_\_\_ Date: \_\_\_\_\_
  - 2. Requirements Met Disapproval: \_\_\_\_\_ Date: \_\_\_\_\_
- Signature: \_\_\_\_\_

Remarks and/or Conditions: \_\_\_\_\_

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: **John Hall, Zoning Administrator**  
DATE: **March 28, 2017**  
RE: **Proposed Feasibility Study for Champaign County Land Bank**

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**FOR COMMITTEE APPROVAL**

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This memorandum reviews a proposed Feasibility Study for a Champaign County Land Bank. A \$4,340 budget amendment will be necessary to participate in the Study. With ELUC's approval, the amendment can be included on the April 11 COW Agenda.

**BACKGROUND**

The Village of Rantoul and the Cities of Champaign and Urbana have invited Champaign County to join with them in sharing the costs of a feasibility study for a land bank.

The following brief description of land banking is excerpted from *Land Banking 101: What is a Land Bank?*, an informational handout that is part of the U.S. Department of Housing and Urban Development Neighborhood Stabilization Program toolkit:

A land bank is a community owned entity created to acquire, manage, maintain, and repurpose property that is vacant, abandoned, and/ or foreclosed. A land bank approach is an alternative to the traditional system of "tax foreclosure and property disposition". The purpose of the land bank approach is to maximize the opportunity to repurpose abandoned properties in a manner consistent with the communities' values and needs.

For Champaign County, a land bank may be a more efficient means of disposing of a dangerous structure property after County removal of the dangerous structure.

In Illinois, the formation of a land bank requires the involvement of at least one home-rule jurisdiction. Vermilion County has established a land bank in partnership with the City of Danville. In this instance, Champaign, Urbana, and Rantoul are all home-rule municipalities.

**PROPOSED FEASIBILITY STUDY**

A proposed outline of the feasibility study is attached. The consultant is Brian White with STR LLC of Fairfax County, Virginia. Brian White is a Senior Consultant for Community Development with STR LLC and is the former head of the Cook County Land Bank. Mr. White also assisted Vermilion County with the establishment of the Vermilion County Land Bank.

Mr. White of STR LLC will be working with the Center for Community Adaptation, a Champaign based not-for-profit company that helps communities with strategic adaptation. The Center for Community Adaptation is currently helping the Village of Rantoul with economic development.

The feasibility study will review research on land bank operating costs and will include a general estimate of the cost to establish a land bank and a range of estimated operating costs.

The cost of the feasibility study is \$17,360 and is proposed to be divided equally among the four jurisdictions for a cost of \$4,340 per jurisdiction. The feasibility study is anticipated to be completed in four months. Note that the Project Timeline needs to be adjusted.

**BUDGET AMENDMENT WILL BE REQUIRED**

A budget amendment will be necessary for Champaign County to participate in the Feasibility Study. If the Committee approves participation in the Feasibility Study, a budget amendment can be included on the April 11 Committee of the Whole Agenda.

**ATTACHMENT**

## Proposed Project Outline v2:

- 1) *Evaluation of needs and current conditions*
  - A. Data review:
    - 1) STR will advise Client staff on data that is to be collected for analysis and mapping. A list of relevant data will be provided.
    - 2) Client will make best efforts to collect and share the data to STR.
    - 3) Mapping of data for presentation will be responsibility of Client.
    - 4) STR and Client will evaluate data and determine how best to use data in other stages of the project.
  - B. *Review of existing land bank models from Illinois and US*
    - 1) STR will provide a brief written review of different types of land banks and the functional roles of land banks in different areas of the country
    - 2) STR will have Ancel Glink provide a written brief regarding Legal structures for land banks (Ancel Glink legal research, other)
    - 3) STR will create materials to present information on land banks to support stakeholder interviews and focus groups
  - C. Stakeholder interviews about the findings of the data analysis and discussion of land banks
    - 1) Stakeholder interviews (on-site)
      - (a) STR will design a structured interview questionnaire and will interview at least 8 individuals, selected with assistance from Client staff.
      - (b) STR will conduct the interviews and provide a summary for the Client
      - (c) STR will not provide transcription of the interviews, but will make interviews available via audio file.
    - (2) Focus groups (on-site) involving: Community stakeholders, Municipal staff, Real estate interests.
      - (a) STR will organize 3 focus groups (~ 2 hours each) to be executed on-site with target audiences.
      - (b) Client staff will assist in identifying and arranging participation of target participants
      - (c) STR will lead the focus groups. Client will provide staff to assist with data collection (video recording, note taking).
      - (d) Focus groups will address:
        - (i) Reactions to the data findings from Phase 1 of the Project
        - (ii) Discussion about land banks in Illinois
        - (iii) Issues or concerns that participants might have
    - (3) Goals of the focus groups are to share information about current conditions, collect feedback, measure support for a land bank, and understand what some of the practical objections/next steps might be.
- 2) *STR will produce a final report summarizing the findings of the Project. report will contain:*
  - a) Summary of key data
  - b) Summary of interviews and focus groups
  - c) Legal brief on land banks in Illinois
  - d) Discussion of Illinois land banks
  - e) Discussion of next steps

## **Project Costs**

Proposed cost (STR consultant):	\$13,700
Additional items include:	
•	Incidental Travel est. \$1865
•	Legal (Ancel Glink) est.
•	\$2000
•	Professional Services (i.e. GIS/other) by client
<b>TOTAL</b>	<b>\$17,360</b>

## **Project Timeline:**

### **March 2017**

- Project Launch – March 1
- Final scoping – complete by March 15
- Begin data collection
- Begin literature review/analysis
- Develop interview and focus group format

### **April 2017**

- Complete interviews and focus group(s)
- Further research
- Further data collection

### **May 2017**

- Synthesize data
- Present summary report – Final Draft (by May 30)

### **June 2017**

- Receive client feedback on Final Draft (June 15)
- Final delivery (by June 30)

## **Deliverables:**

- Final report
- Presentations for focus groups
- Legal brief and background
- Interview questionnaires
- Interviews and focus group raw data
- Interviews and focus group summaries
- Data and maps



DATE:	March 30, 2017
TO:	Environment and Land Use Committee
FROM:	Susan Monte, RPC Planner
RE:	Intergovernmental agreement between Champaign County, Illinois, and Will County, Illinois
ACTION REQUEST:	Recommend County Board Approval

**Background**

Champaign County Board recently reviewed and approved agreements associated with the upcoming 2017 Residential Electronics Collections. An opportunity to significantly reduce costs associated with the 2017 collections is now possible. 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 2017.

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.

Both Champaign County Assistant State’s Attorney Jacob Croegaert and Will County Assistant State’s Attorney Matt Guzman have reviewed the attached proposed intergovernmental agreement.

**Attachment: 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 2017 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 2017; 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 2017, 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 31, 2018 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 February 1, 2018. 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](mailto:mkeane@willcountygreen.com)

**If to CHAMPAIGN COUNTY:**

Rick Snider, County Administrator  
1776 E. Washington Street  
Urbana, IL 61802  
Phone: (217) 384-3776  
E-mail: [rsnider@co.champaign.il.us](mailto:rsnider@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 W. 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.**

<b>Residential Electronics Accepted</b>
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 in yellow boxes are banned from the garbage in Illinois as of 1/1/2012*

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



**DATE:** March 30, 2017

**TO:** Environment and Land Use Committee

**FROM:** Susan Monte, RPC Planner

**RE:** Agreement between Contractor, Coordinator, and Host Site for the 2017 Residential Electronics Collections

**ACTION REQUEST:** Recommend County Board Approval

### Background

Entering the proposed partnership with Will County results in needed adjustments to the existing agreements in place for the 2017 Residential Electronics Collection events to ensure consistency among agreements.

Proposed revisions to the existing Agreement between Contractor, Coordinator, and Host Site for the 2017 Residential Electronics Collections (attached) are highlighted in yellow.

Champaign County Assistant State's Attorney Jacob Croegaert has reviewed the attached proposed agreement.

**Attachment:** Agreement between Contractor, Coordinator, and Host Site for the 2017 Residential Electronics Collections

**CONTRACTOR, COORDINATOR, AND HOST SITE AGREEMENT  
2017 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 2017 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 20, 2017, and on Saturday October 14, 2017.

**Section 2. Collection Event Schedule**

2-1. Two Residential Electronics Collections are scheduled to occur on Saturday, May 20, 2017 and on Saturday, October 14, 2017.

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 20, 2017 event and after 4:00 p.m. prior to the October 14, 2017 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 10 items per vehicle, including a maximum of two televisions per vehicle.
- 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 20, 2017 and October 14, 2017 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 20, 2017 and October 14, 2017 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 20, 2017 and October 14, 2017 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 the items collected, as soon as it becomes available prior to January 15, 2018.

#### **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 24 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 or 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 24 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: W. Pius Weibel, County Board Chair  
Champaign County, Illinois

\_\_\_\_\_  
Date

\_\_\_\_\_  
Host Site: James Bustard, Physical Plant Director  
Parkland College

\_\_\_\_\_  
Date



<b>DATE:</b>	March 30, 2017
<b>TO:</b>	Environment and Land Use Committee
<b>FROM:</b>	Susan Monte, RPC Planner
<b>RE:</b>	Intergovernmental Agreement: 2017 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
<b>ACTION REQUEST:</b>	Recommend County Board Approval

**Background**

Entering the proposed partnership with Will County results in needed adjustments to the existing agreements in place for the 2017 Residential Electronics Collection events to ensure consistency among agreements.

Proposed revisions to the existing intergovernmental cost-share agreement between Champaign County, City of Champaign, City of Urbana, and Village of Savoy (attached) are highlighted in yellow.

Champaign County Assistant State’s Attorney Jacob Croegaert has reviewed the attached proposed agreement.

**Attachment:** Intergovernmental Agreement: 2017 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

Intergovernmental Agreement: 2017 Residential Electronics Collection Events

AN INTERGOVERNMENTAL AGREEMENT

2017 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 hereinafter 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 20, 2017 and October 14, 2017 (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 2017 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, with a maximum of seven semi-trailers per event. Payment for transportation will be due to A-Team Recyclers within 15 days of receipt of invoice.

## Intergovernmental Agreement: 2017 Residential Electronics Collection Events

- c) Paying the cost of the traffic patrol services to be provided by one City of Champaign traffic patrol officer, with the total cost for traffic patrol services not to exceed \$375 per event.
- d) Allowing for a 10 percent contingency amount 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 20, 2017	\$7,343 (28)	\$11,801 (45)	\$6,032 (23)	\$1,049 (4)	\$26,225
October 14, 2017	\$8,654 (33)	\$11,015 (42)	\$5,507 (21)	\$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 Commission, 1776 E. Washington Street, Urbana, IL 61802.

Intergovernmental Agreement: 2017 Residential Electronics Collection Events

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

Champaign County  
Department of



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

(217) 384-3708

[zoningdept@co.champaign.il.us](mailto:zoningdept@co.champaign.il.us)  
[www.co.champaign.il.us/zoning](http://www.co.champaign.il.us/zoning)

To: **Champaign County Environment & Land Use Committee**

From: **John Hall, Zoning Administrator**  
**Susan Burgstrom, Senior Planner**

Date: **March 31, 2017**

RE: **Recommendation for rezoning Case 831-AM-16**

Request: **Amend the Zoning Map to change the zoning district designation from the AG-1 Agriculture Zoning District to the AG-2 Agriculture Zoning District in order to operate the proposed Special Use in related Zoning Case 831-S-16 on a 37 acre tract in Somer Township in the Southwest Quarter of the Northeast Quarter of Section 36 of Township 20 North, Range 9 East of the Third Principal Meridian and commonly known as the farmstead located at 1766 CR 1850 North, Urbana.**

Petitioners: **Traci Lipps and Victor Fuentes, d.b.a. Lipps Family, Inc, d.b.a. Willow Creek Farm**

---

The Zoning Board of Appeals (ZBA) voted 5-1 with one member absent to “RECOMMEND ENACTMENT” of this map amendment at their March 31, 2017 meeting. The ZBA found that the rezoning achieved all relevant Goals, Objectives, and Policies from the Champaign County Land Resource Management Plan.

Petitioners Traci Lipps and Victor Fuentes request a Zoning Map Amendment to change the zoning from AG-1 to AG-2 in order to allow a combination “Private Indoor Recreational Development” by-right and an “Outdoor Commercial Recreational Enterprise” with a Special Use Permit. Special Use Permit 831-S-16 was unanimously approved, with conditions, on March 31, 2017.

The subject property is located 2.2 miles outside the City of Urbana. The City does not have protest rights in cases outside their 1.5 mile extraterritorial jurisdiction. The subject property is located within Somer Township, which does not have a Planning Commission. Staff requested comments from the Township due to concerns about road safety. The Township Supervisor and Road Commissioner responded that they have no concerns about the proposed event center.

Numerous comments were received from neighbors in the area, generally related to anticipated increased traffic and noise, reduced security of their properties, reduced road safety, potential drainage issues, and the integrity of their rural lifestyle/quality of life. On July 19, 2016, the Zoning Department received a written protest for the rezoning, signed by 7 adjacent residents and comprising at least 20% of the shared property line. **This official protest triggers the supermajority vote requirement for the rezoning at the County Board.**

The ZBA recommends one special condition for the rezoning and approved 15 special conditions for the Special Use Permit.

---

## BACKGROUND

Petitioner Traci Lipps, d.b.a. Lipps Family, Inc., owns the subject property and has built a sustainable farm and residence over the last 8 years. The 37 acre property was previously in agricultural production. Victor Fuentes, owner of V. Picasso Restaurant in Champaign, has been purchasing produce and meats from Mrs. Lipps to serve at his restaurant. Since 2015, they have held monthly farm-to-table events at the Lipps residence, and in 2016, they decided to partner in the proposed events center that is the subject of Case 831-S-16.

Current zoning does not allow Private Indoor Recreational Developments or Outdoor Commercial Recreation Enterprises without a Special Use Permit. The Petitioners seek to rezone to AG-2 to allow this type of establishment.

Using Mrs. Lipps' locally grown foods, V. Picasso prepares the food off-site (at the restaurant) to serve at the event center. They will utilize the V. Picasso liquor license for events. They would like to operate throughout the year, with mostly weekend events. They held their first event in June 2016.

The petitioners have renovated the former stable area that is part of the existing barn into a 150 person capacity meeting space. Other completed improvements to the proposed event center include making existing restrooms ADA compliant, adding 5 handicapped accessible parking spaces, creating a handicapped accessible outdoor area with a bar, installing a separate septic system that has been approved by the Champaign County Health Department, and creating a gravel area next to the barn for 35 additional parking spaces.

During the hearing process, the petitioners have agreed to certain changes based on comments from neighbors:

- Have testified that they will limit events to 150 guests due to life safety and septic system limits.
- Have testified that they will change residential driveway lamps to be full cutoff lighting, as required for all Special Use Permit cases;
- Have testified that they will move parking for the events center from an existing gravel area up to the north end of the property, complying with the requirement that commercial parking be at least 200 feet from the nearest residential use;
- Have testified that they will end all events at 11;
- Will limit the Special Use Permit area so that event center activities are limited to 6 of the 37 acres;
- Have testified that they will place wayfinding and warning signs on area roads to reduce safety concerns, in addition to putting similar text on their website; and
- Have placed some vegetated screening and have testified they will plant more in order to help screen events from neighbors.

## PROPOSED SPECIAL CONDITIONS

The following special condition is proposed for Case 830-AM-16:

- A. The owners of the subject property hereby recognize and provide for the right of agricultural activities to continue on adjacent land consistent with the Right to Farm Resolution 3425.**

The above special condition is necessary to ensure the following:

**Conformance with Policy 4.2.3 of the Land Resource Management Plan.**

The following conditions were approved for related Special Use Case 831-S-16:

- A. **The Petitioner may continue ongoing operations on the subject property provided the Petitioner complies with the following:**
- (1) **The Petitioner shall apply to the Department of Planning and Zoning for a Change of Use Permit within four weeks of receiving a final determination by the County Board in related Case 830-AM-16; and**
  - (2) **A Zoning Compliance Certificate certifying compliance with all special conditions in this zoning case shall be received within 12 months of an application for the Change of Use Permit; and**
  - (3) **Failure to meet any of the above deadlines shall be a violation of the Zoning Ordinance and subject to normal enforcement procedures including appropriate legal action.**

The special condition stated above is required to ensure the following:

**The ongoing operations may continue but will comply with all special conditions by a date certain.**

- B. **All onsite Special Use activities shall be in compliance at all times with the Champaign County Health Ordinance, the Champaign County Liquor Ordinance, and the Champaign County Recreation and Entertainment Ordinance.**

The special condition stated above is required to ensure the following:

**That the proposed Special Use is in ongoing compliance with all applicable County requirements.**

- C. **The Petitioner shall ensure that the guests are made aware of the County Ordinance prohibiting nuisance noise past 10 pm and that the use of the facility requires compliance to avoid complaints from neighboring residences. Music and other nuisance noise shall not be audible at the property line past 10 pm, and all events shall end no later than 11:00 pm.**

The special condition stated above is necessary to ensure the following:

**That events held on the subject property adequately consider prior noise complaints and current neighbors.**

- D. **The petitioner shall not allow any parking in the public street right of way.**

The special condition state above is required to ensure the following:

**That the proposed Special Use is not injurious to the neighborhood.**

- E. **All activity related to the Special Use Permit shall occur only within the Special Use Permit area shown on the approved Site Plan for Case 831-S-16.**

The special condition stated above is necessary to ensure the following:

**That neighborhood noise, traffic, privacy, and safety concerns are taken into consideration when holding events.**

- F. **The Special Use is subject to the approval of Case 830-AM-16.**

The special condition stated above is necessary to ensure the following:

**That it is consistent with the intent of the ordinance and the ZBA recommendation for Special Use.**

- G. **This Special Use Permit shall expire if no events are held during any consecutive 365 day period.**

The special condition stated above is required to ensure the following:

**To provide both a sense of continuity and a sense of closure to the neighbors.**

- H. **This Special Use Permit shall expire with the development of any additional residential lots on the subject property.**

The special condition stated above is required to ensure the following:

**To ensure that traffic conditions do not deteriorate by permitting additional residential development while the Special Use is in effect, and to ensure that potential future owners may develop the property as allowed by-right.**

- I. **This Special Use Permit authorizes an “event center” and not a restaurant and shall operate within the following requirements:**

- (1) **All guests shall be invited and “walk in” guests shall not be allowed.**
- (2) **The number of guests shall be limited to 150 due to the size of the septic system and maximum interior capacity for fire safety.**

The special condition above is required to ensure the following:

**That the event center never operates as a restaurant.**

- J. **Limits on the number of events, guest attendance, and traffic shall be limited as follows:**

- (1) **For events with no more than 20 guest vehicles or the equivalent 20 vehicle round trips (including shuttles and buses), there are no limits to the number of events that may be held at the proposed special use and no limit as to when events may occur during the calendar year and the guest attendance at each event shall be limited to no more than 150 guests based on the septic system capacity.**
- (2) **“Larger” events with more than 20 guest vehicles at the subject property shall be limited as follows:**
  - a. **The guest attendance at each event shall be limited to no more than 150 guests based on the septic system capacity.**
  - b. **The total number of larger events shall be limited to no more than 20 events in any 365-day period.**
  - c. **No larger event shall occur during planting season (April 15 to May 31) or during harvest season (September 15 to October 31).**

- d. **The number of guests at all events shall be kept on file by the petitioner and be available for inspection by the Zoning Administrator when requested.**

The above special condition is necessary to ensure the following:

**That neighborhood noise, traffic, privacy, and safety concerns are taken into consideration when holding events, and that larger events can be tracked to ensure they occur at an approved frequency and do not occur during planting and harvesting season.**

- K. **The revised Site Plan received March 22, 2017, and the revised Floor Plan received July 28, 2016, comprise the official site plan for approval in Case 831-S-16. The standard Special Use Permit limitations regarding no expansion unless indicated on the approved site plan shall not apply to the dwelling on the subject property.**

The above special condition is necessary to ensure the following:

**That it is clear which version of the Site Plan submitted by the petitioners is the approved Site Plan.**

- L. **No firearms shall be discharged on the property during scheduled events.**

The above special condition is necessary to ensure the following:

**That life safety concerns and public welfare are adequately considered in management of the proposed Special Use.**

- M. **The Zoning Administrator shall not authorize a Zoning Compliance Certificate on the subject property until the existing driveway lights are retrofitted to be full-cutoff or are replaced with full-cutoff lights.**

The special condition stated above is required to ensure the following:

**That exterior lighting for the proposed Special Use meets the requirements established for Special Uses in the Zoning Ordinance.**

- N. **All necessary construction required to make the Special Use compliant with the Illinois Accessibility Code shall be completed within 180 days and shall be documented by an approved partial Zoning Compliance Certificate within 180 days of the County Board approval of related Case 830-AM-16.**

The special condition above is required to ensure the following:

**That the on-going operations are compliant with the Illinois Accessibility Code.**

- O. **The private sewage disposal system serving the Special Use Permit shall be maintained in good working condition as follows:**
  - (1) **The private sewage disposal system serving the Special Use Permit shall be maintained as required by the Private Sewage Disposal Code or as recommended by the County Health Department and at a minimum shall include an evaluation of the private sewage disposal system per the requirements of the Private Sewage Disposal Code which shall occur on at least a triennial basis; and**
  - (2) **The results of any evaluation of the private sewage disposal system shall be copied to the Zoning Administrator; and**

- (3) **Failure to provide the results of any evaluation of the private sewage disposal system to the Zoning Administrator and/or failure to maintain the private sewage disposal system as recommended by the County Health Department shall constitute a violation of this Special Use Permit approval, shall void the Special Use Permit, and the Zoning Administrator shall refer the violation to the Champaign County State's Attorney for legal action.**

The special condition stated above is required to ensure the following:

**That the septic system continues to be in compliance with the Private Sewage Disposal Code (77 ILCS 905) and that the Zoning Administrator receives documentation of its maintenance on a regular basis.**

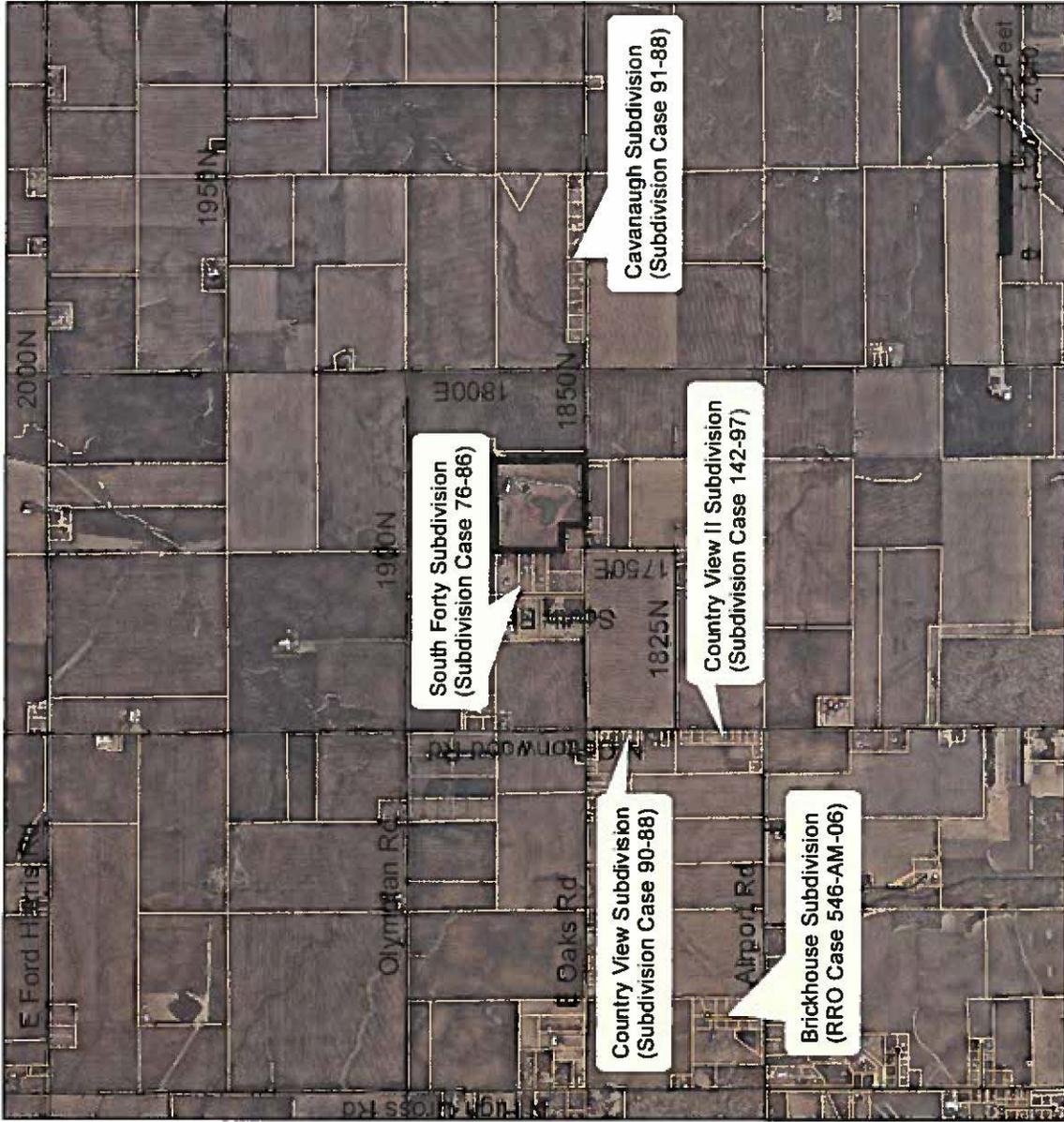
## **ATTACHMENTS**

- A Case Maps (Location, Land Use, Zoning)
- B Approved Site Plan, which includes:
  - Site Plan received March 22, 2017
  - Floor Plan received July 28, 2016
- C Copy of Right to Farm Resolution 3425
- D Summary Finding of Fact for Case 830-AM-16

# Location Map

Cases 830-AM-16 and 831-S-16  
May 12, 2016

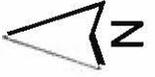
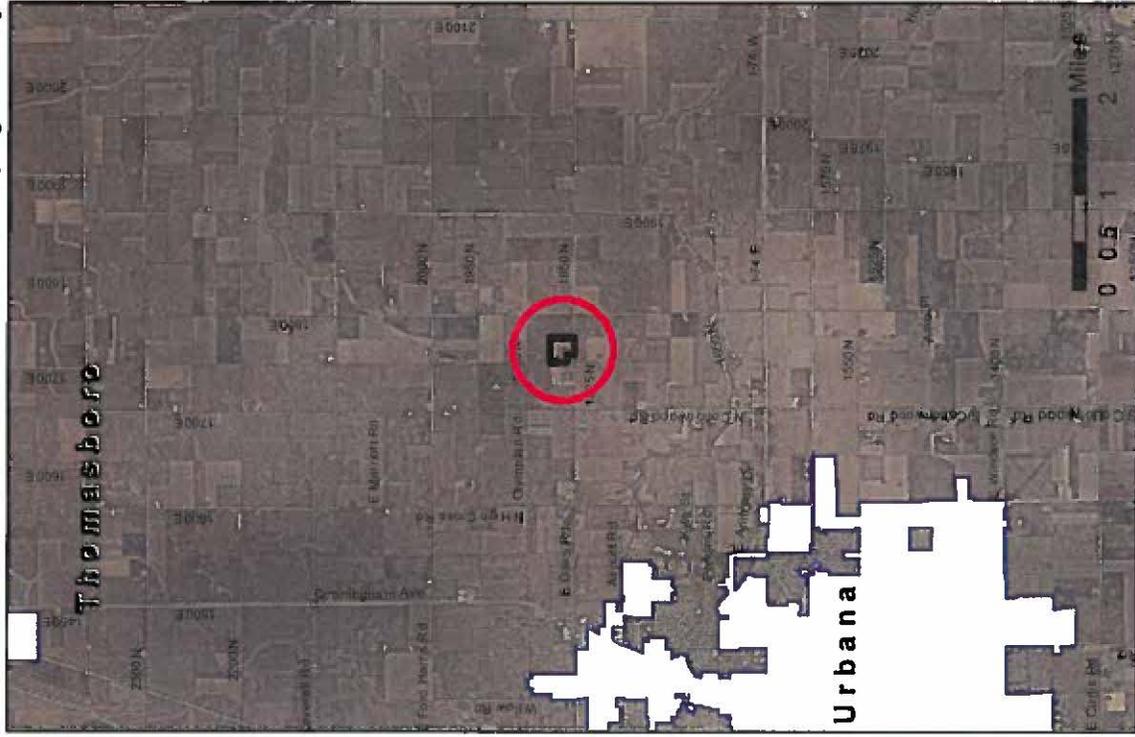
Subject Property



### Legend

- Subject Property
- Parcels

Property location in Champaign County



# Land Use Map

Cases 830-AM-16 and 831-S-16  
May 12, 2016



South Forty Subdivision  
(Subdivision Case 76-86)

**Legend**

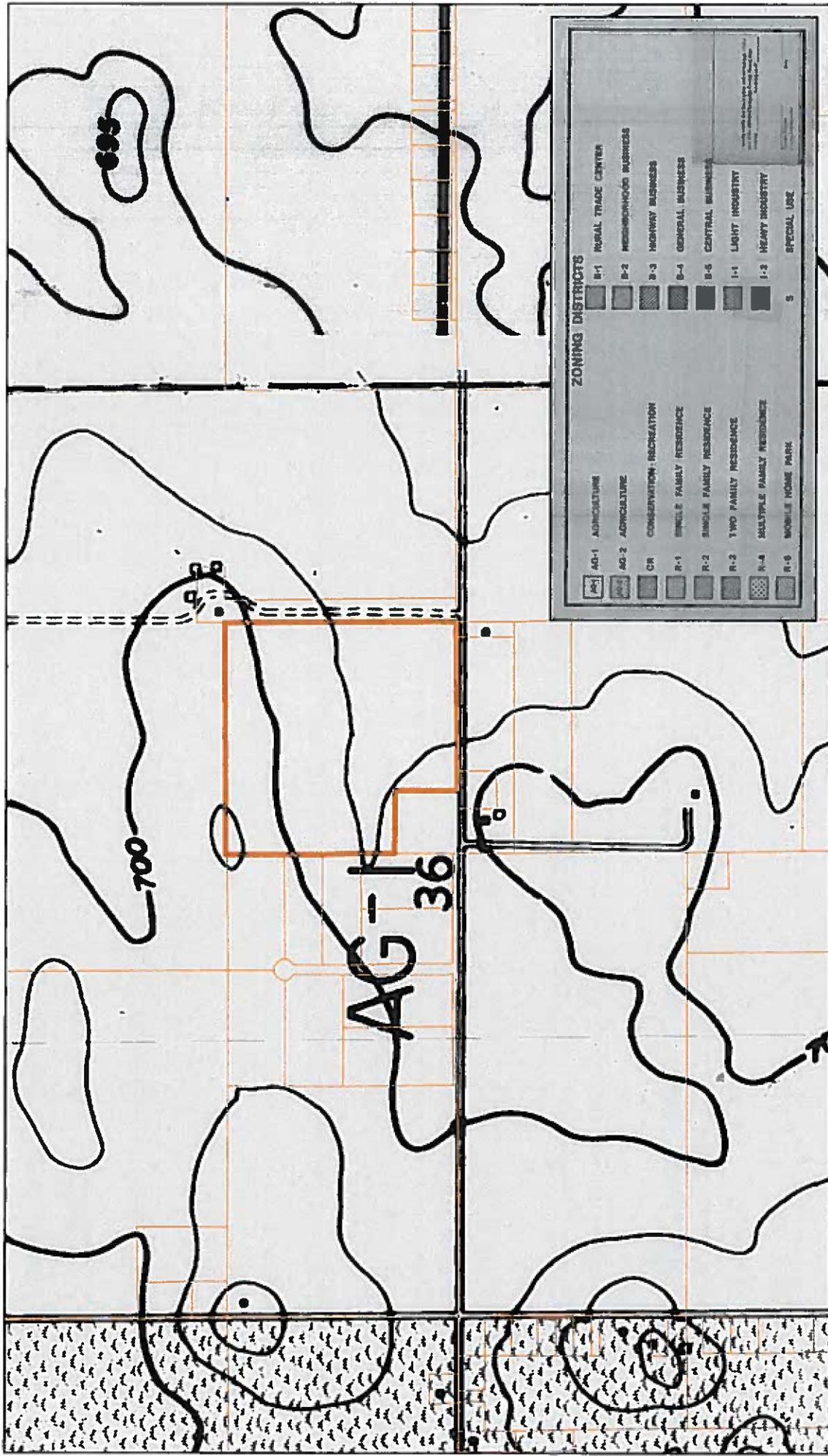
- Subject Property
- Parcels

Feet  
0 200 400 800

Champaign County  
Department of  
PLANNING &  
ZONING

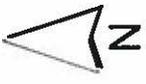
# Zoning Map

Cases 830-AM-16 and 831-S-16  
May 12, 2016

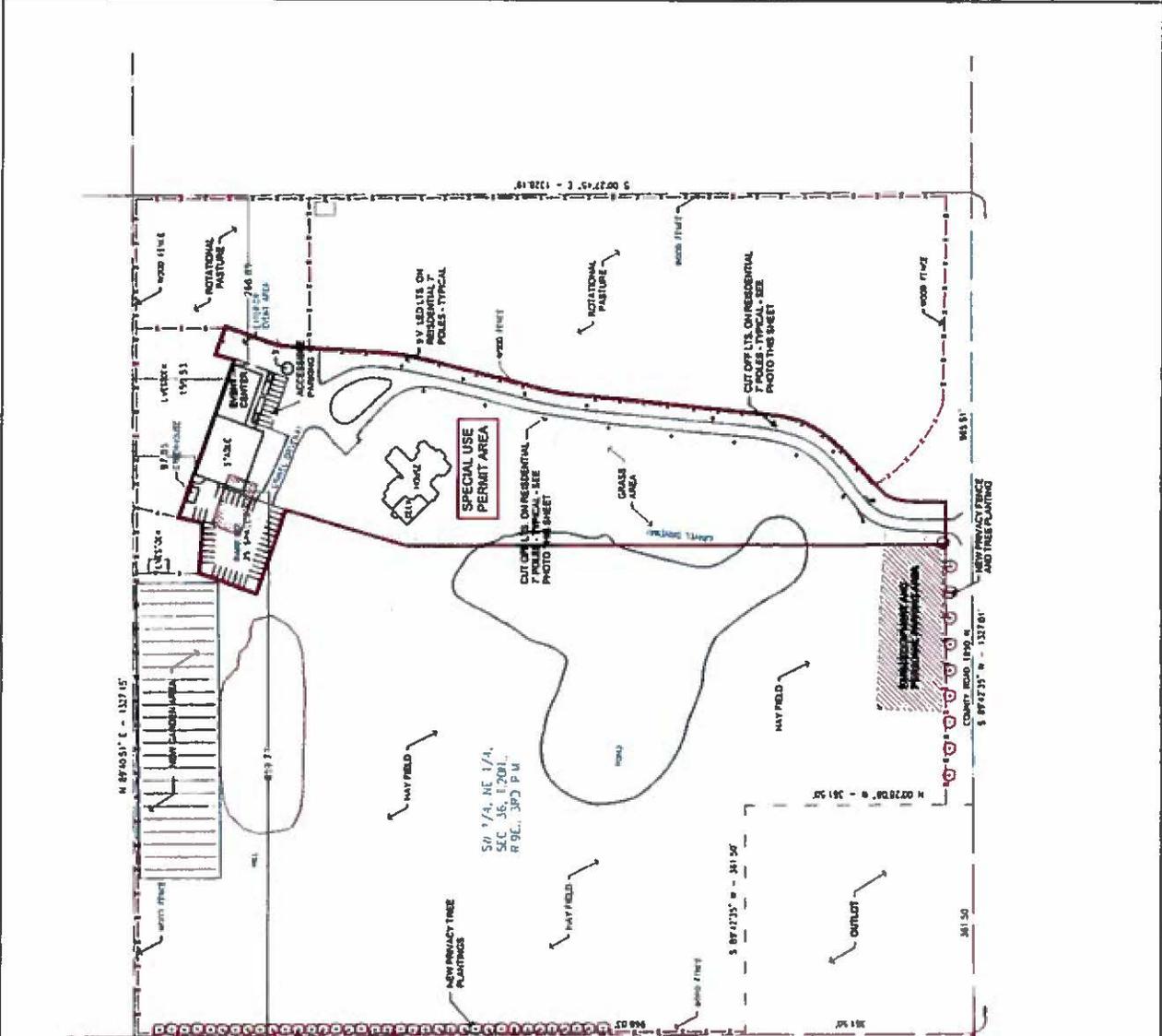


## Legend

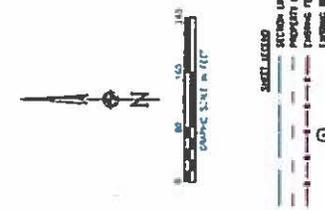
- Subject Property
- Parcels



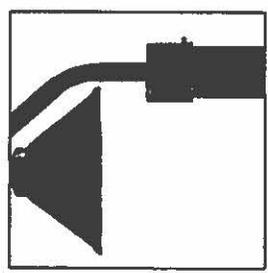
900 Pleasant Lane GAYLORD H. SWISHER, ARCHITECT Spring, IL 60174	1766 N. 1850 COUNTY ROAD URBANA, ILLINOIS	11/16/16 11/16/16 11/16/16	S-1 SHEET NUMBER
--	--	----------------------------------	---------------------



**RECEIVED**  
**MAR 28 2017**  
**CHAMPAIGN P & Z DEPARTMENT**



- NOTES:**
1. ALL DIMENSIONS ARE APPROXIMATE DIMENSIONS OF THE ADJACENT QUARTERS OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 9 EAST OF THE 10TH MERIDIAN, URBANA, ILLINOIS, SITUATED IN CHAMPAIGN COUNTY, EXCEPT THE FOLLOWING EXCEPTED AREAS:
  2. THE PROPERTY LINE SHOWN HAS BEEN SET BACK FROM THE ADJACENT QUARTERS AND PART OF SURVEY PROVIDED BY ROBERT MOORE, PLS DATED DECEMBER 14, 2004. THIS PLAN DOES NOT CONSTITUTE A BOUNDARY SURVEY.
  3. THE FIELD MAP FOR THIS SURVEY WAS COMPLETED ON JUNE 14, 2016.

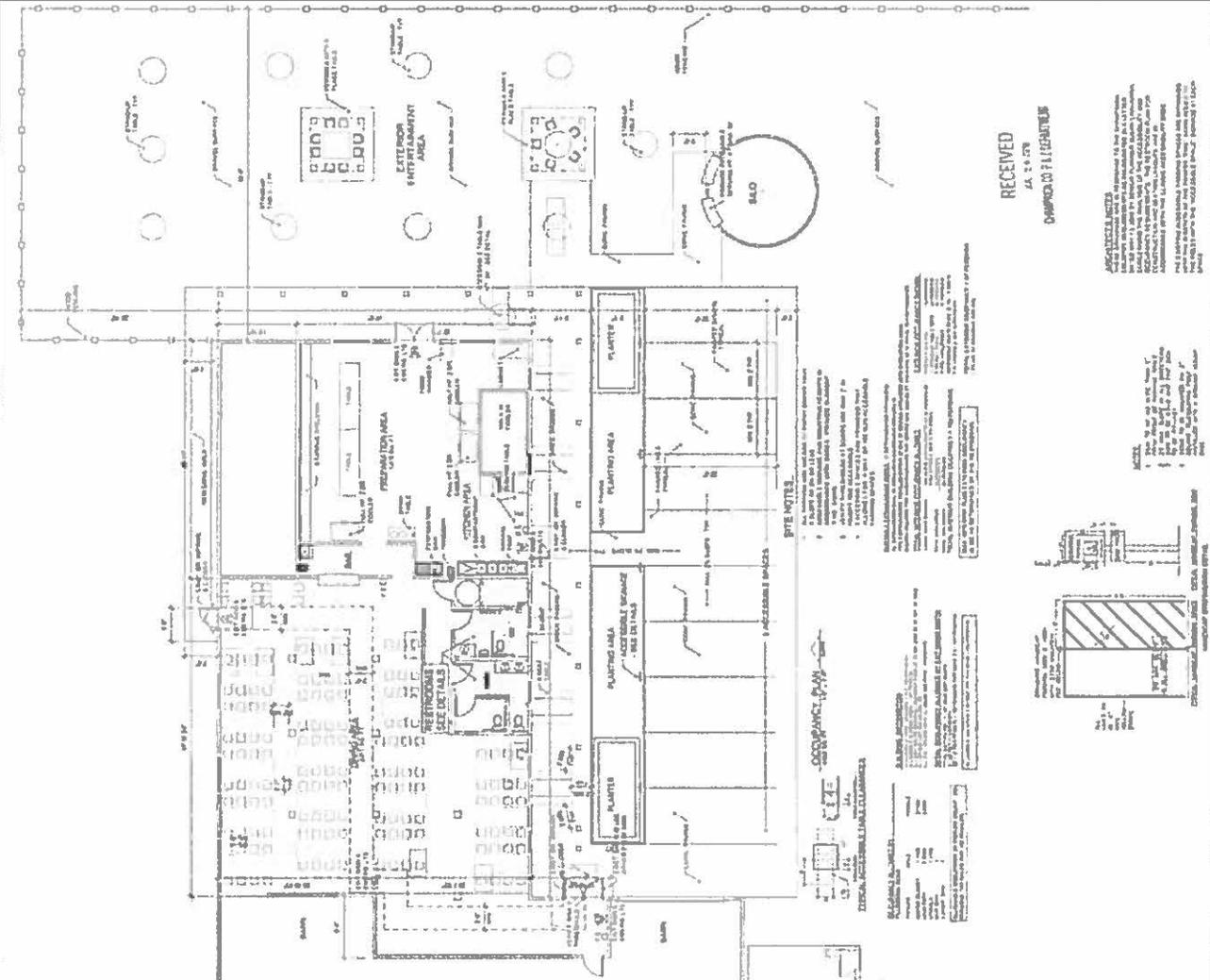


POLE LIGHT FIXTURE  
FULL CUT OFF

100 Project Line  
**GAYLORD H. SWISHER, ARCHITECT**  
 5000 N. 17th St.  
 URBANA, ILLINOIS

1766 N. 1850 COUNTY ROAD  
**WILLOW CREEK FARM**  
 URBANA, ILLINOIS

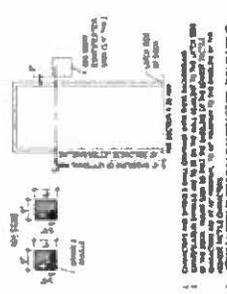
A-1



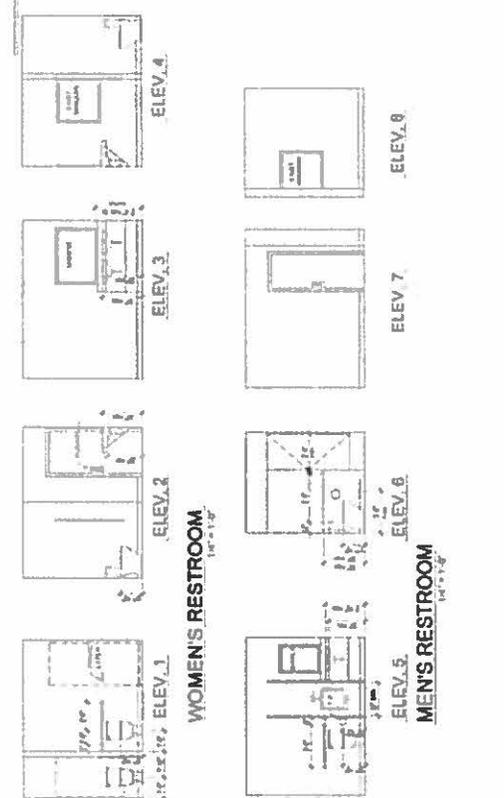
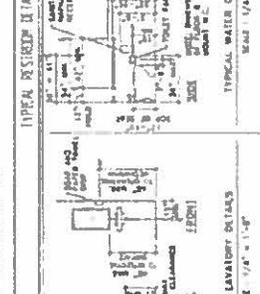
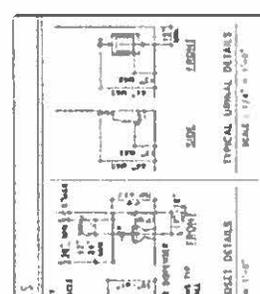
RECEIVED  
 JAN 2 1978  
 CHAMBERS TITLE EXCHANGE

**APPROPRIATE NOTES:**  
 1. THIS PLAN IS TO BE CONSIDERED AS THE ARCHITECT'S OFFERING AND IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE ARCHITECT'S WRITTEN PERMISSION.  
 2. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER PROFESSIONALS.  
 3. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER PROFESSIONALS.  
 4. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER PROFESSIONALS.  
 5. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER PROFESSIONALS.

**GENERAL NOTES:**  
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE ILLINOIS BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.  
 2. ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AND SHALL BE APPROVED BY THE ARCHITECT.  
 3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.  
 4. THE ARCHITECT SHALL BE NOTIFIED IMMEDIATELY IN WRITING OF ANY DELAYS OR CHANGES TO THE PROJECT.  
 5. THE ARCHITECT SHALL BE NOTIFIED IMMEDIATELY IN WRITING OF ANY DELAYS OR CHANGES TO THE PROJECT.



**RESTROOM SIGN PLACEMENT**  
 1. SIGN SHALL BE 18" HIGH BY 12" WIDE.  
 2. SIGN SHALL BE MOUNTED ON THE WALL AT A HEIGHT OF 5' 0" FROM THE FLOOR.  
 3. SIGN SHALL BE MADE OF ALUMINUM WITH ENGRAVED LETTERING.  
 4. SIGN SHALL BE MOUNTED ON THE WALL AT A HEIGHT OF 5' 0" FROM THE FLOOR.  
 5. SIGN SHALL BE MADE OF ALUMINUM WITH ENGRAVED LETTERING.



**RESOLUTION NO. 3425**

**A RESOLUTION PERTAINING TO THE  
RIGHT TO FARM IN CHAMPAIGN COUNTY**

**WHEREAS, the Chairman and the Board of Champaign County have determined that it is in the best interest of the residents of Champaign County to enact a Right to Farm Resolution which reflects the essence of the Farm Nuisance Suit Act as provided for in the Illinois Compiled Statutes, 740 ILCS 70 (1992); and**

**WHEREAS, the County wishes to conserve, protect, and encourage development and improvement of its agricultural land for the production of food and other agricultural products; and**

**WHEREAS, when nonagricultural land uses extend into agricultural areas, farms often become the subject of nuisance suits. As a result, farms are sometimes forced to cease operations. Others are discouraged from making investments in farm improvements.**

**NOW, THEREFORE, BE IT HEREBY RESOLVED by the Chairman and the Board of Champaign County as follows:**

- 1. That the purpose of this resolution is to reduce the loss to the county of its agricultural resources by limiting the circumstances under which farming operations are deemed a nuisance.**
- 2. That the term "farm" as used in this resolution means that part of any parcel of land used for the growing and harvesting of crops, for the feeding, breeding, and management of livestock; for dairying or other agricultural or horticultural use or combination thereof.**
- 3. That no farm or any of its appurtenances should be or become a private or public nuisance because of any changed conditions in the surrounding area occurring after the farm has been in operation for more than one year, when such farm was not a nuisance at the time it began operation.**

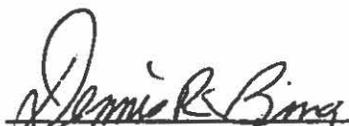
RESOLUTION NO. 3425

Page 2

4. That these provisions shall not apply whenever a nuisance results from the negligent or improper operation of any farm or its appurtenances.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 24<sup>th</sup> day of May, A.D., 1994.

  
\_\_\_\_\_  
Chairman, County Board of the  
County of Champaign, Illinois

ATTEST:   
\_\_\_\_\_  
County Clerk and Ex-Officio  
Clerk of the County Board

## SUMMARY FINDING OF FACT FOR CASE 830-AM-16

From the documents of record and the testimony and exhibits received at the public hearing conducted on **May 12, 2016, August 11, 2016, October, 27, 2016, March 2, 2017, and March 30, 2017**, the Zoning Board of Appeals of Champaign County finds that:

1. The proposed Zoning Ordinance map amendment will **HELP ACHIEVE** the Land Resource Management Plan because:
  - A. Regarding Goal 3:
    - (1) Although the proposed rezoning is **NOT DIRECTLY RELEVANT** to any of the Goal 3 objectives, the proposed rezoning will allow the petitioner to utilize the property somewhat more intensively and continue business operations in Champaign County.
    - (2) Based on achievement of the above and because it will either not impede or is not relevant to the other Objectives and Policies under this goal, the proposed map amendment **WILL HELP ACHIEVE** Goal 3 Prosperity.
  - B. Regarding Goal 4:
    - (1) It will **HELP ACHIEVE** Objective 4.3 requiring any discretionary development to be on a suitable site because it will **HELP ACHIEVE** the following:
      - a. Policy 4.3.5 requiring that a business or non-residential use establish on best prime farmland only if it serves surrounding agriculture and is appropriate in a rural area (see Item 13.C.(4)).
      - b. Policy 4.3.4 requiring existing public infrastructure be adequate to support the proposed development effectively and safely without undue public expense (see Item 13.C.(3)).
      - c. Policy 4.3.3 requiring existing public services be adequate to support the proposed development effectively and safely without undue public expense (see Item 13.C.(2)).
      - d. Policy 4.3.2 requiring a discretionary development on best prime farmland to be well-suited overall (see Item 13.C.(1)).
    - (2) It will **HELP ACHIEVE** Objective 4.2 requiring discretionary development to not interfere with agriculture because it will **HELP ACHIEVE** the following:
      - a. Policy 4.2.4 requiring that all discretionary review consider whether a buffer between existing agricultural operations and the proposed development is necessary (see Item 13.B.(4)).
      - b. Policy 4.2.3 requiring that each proposed *discretionary development* explicitly recognize and provide for the right of agricultural activities to continue on adjacent land (see Item 13.B.(3)).
      - c. Policy 4.2.2 requiring discretionary development in a rural area to not interfere with agriculture or negatively affect rural infrastructure (see Item 13.B.(2)).

- d. Policy 4.2.1 requiring a proposed business in a rural area to support agriculture or provide a service that is better provided in the rural area (see Item 13.B.(1)).
- (3) It will **HELP ACHIEVE** Objective 4.1 requiring minimization of the fragmentation of farmland, conservation of farmland, and stringent development standards on best prime farmland because it will **HELP ACHIEVE** the following:
- a. Policy 4.1.8 requiring the County to consider the LESA rating for farmland protection when making land use decisions regarding discretionary development (see Item 13.A.(4)).
  - b. Policy 4.1.6 requiring that the use, design, site and location are consistent with policies regarding suitability, adequacy of infrastructure and public services, conflict with agriculture, conversion of farmland, and disturbance of natural areas (see Item 13.A.(3)).
  - c. Policy 4.1.1, which states that commercial agriculture is the highest and best use of land in the areas of Champaign County that are by virtue of topography, soil and drainage, suited to its pursuit. The County will not accommodate other land uses except under very restricted conditions or in areas of less productive soils (see Item 13.A.(2)).
- (4) Based on achievement of the above Objectives and Policies, the proposed map amendment will **HELP ACHIEVE** Goal 4 Agriculture.
- C. Regarding Goal 5:
- (1) The proposed amendment will **HELP ACHIEVE** Goal 5 because it will **HELP ACHIEVE** the following:
- a. Policy 5.1.1 requiring that the County will encourage new urban development to occur within the boundaries of incorporated municipalities (see Item 14.A.(2)).
- (2) Based on achievement of the above Objective and Policy, the proposed map amendment will **HELP ACHIEVE** Goal 5 Urban Land Use.
- D. Regarding Goal 6:
- (1) The proposed amendment will **HELP ACHIEVE** Goal 6 because it will **HELP ACHIEVE** the following:
- a. Policy 6.1.4 requiring that the County seek to abate blight and prevent and rectify improper dumping (see Item 14.A.(4)).
  - b. Policy 6.1.3 requiring that the County seek to prevent nuisances created by light and glare and endeavor to limit excessive night lighting (see Item 15.A.(3)).
  - c. Policy 6.1.2 requiring that the County will ensure that the proposed wastewater disposal and treatment systems of discretionary development will not endanger public health, create nuisance conditions for adjacent uses, or negatively impact surface or groundwater quality (see Item 15.A.(2)).

- (2) Based on achievement of the above Objective and Policies, the proposed map amendment will **HELP ACHIEVE** Goal 6 Public Health and Safety.
- E. Regarding Goal 7:
- (1) The proposed amendment will **HELP ACHIEVE** Goal 7 because it will **HELP ACHIEVE** the following:
- a. Policy 7.1.1 requiring traffic impact analyses for projects with significant traffic generation (see Item 16.A.(1)).
- (2) Based on achievement of the above Objective and Policy, the proposed map amendment will **HELP ACHIEVE** Goal 7 Transportation.
- F. The proposed amendment will **NOT IMPEDE** the following LRMP goal(s):
- Goal 1 Planning and Public Involvement
  - Goal 2 Governmental Coordination
  - Goal 8 Natural Resources
  - Goal 9 Energy Conservation
  - Goal 10 Cultural Amenities
- G. Overall, the proposed map amendment will **HELP ACHIEVE** the Land Resource Management Plan.
2. The proposed Zoning Ordinance map amendment **IS** consistent with the *LaSalle* and *Sinclair* factors because of the following:
- A. This area is primarily an agricultural area; the subject property was in agricultural production as late as 2005 per aerial photography and has been a farmstead with continuing agricultural production since 2008.
  - B. It is impossible to establish property values without a formal real estate appraisal which has not been requested nor provided and so any discussion of values is necessarily general.
  - C. There has been no evidence submitted regarding property values. This area is primarily an agricultural area; the subject property is on best prime farmland and was in agricultural production as late as 2005 per aerial photography; it has been a farmstead with continuing agricultural production since 2008.
  - D. The gain to the public of the proposed rezoning could be positive because the proposed amendment would allow the Petitioner to provide a service to the community while preserving agricultural land uses and activities.
  - E. The subject property is occupied and in agricultural use as zoned AG-1.
  - F. The ZBA has recommended that the proposed rezoning will **HELP ACHIEVE** Policy 4.2.1 regarding whether the proposed use **IS** a service better provided in a rural area.
  - G. The subject property is adjacent to a rural road that was designed for 250 vehicles per day; the proposed special use would increase traffic and create additional wear and tear on the road.

- H. The ZBA has recommended that the proposed rezoning will **HELP ACHIEVE** the Champaign County Land Resource Management Plan.
  - I. A special condition has been added to the Special Use Permit in related Case 831-S-16 to limit the number of vehicles permitted at a smaller event to 20 or fewer.
3. The proposed Zoning Ordinance map amendment will **HELP ACHIEVE** the purpose of the Zoning Ordinance because:
- A. Establishing the special use as originally proposed by the Petitioner, which requires rezoning to AG-2, **WILL** lessen and avoid congestion in the public streets (Purpose 2.0 (c) see Item 21.C.).
  - B. The proposed rezoning **WILL** lessen and avoid hazards to persons and damage to property resulting from the accumulation of runoff of storm or flood waters (Purpose 2.0 (d) see Item 21.D.).
  - C. Establishing the AG-2 District in this location **WILL** help protect the most productive agricultural lands from haphazard and unplanned intrusions of urban uses ((Purpose 2.0 (n) Item 21.I).
  - D. Establishing the AG-2 District at this location **WILL** maintain the rural character of the site (Purpose 2.0 (q) Item 21.L).
  - E. The proposed rezoning and proposed Special Use **WILL NOT** hinder the development of renewable energy sources (Purpose 2.0(r) Item 21.M).

**FINAL DETERMINATION**

Pursuant to the authority granted by Section 9.2 of the Champaign County Zoning Ordinance, the Zoning Board of Appeals of Champaign County determines that:

The Zoning Ordinance Amendment requested in **Case 830-AM-16** should **BE ENACTED** by the County Board in the form attached hereto.

**SUBJECT TO THE FOLLOWING SPECIAL CONDITION:**

- A. LRMP Policy 4.2.3 requires discretionary development and urban development to explicitly recognize and provide for the right of agricultural activities to continue on adjacent land. The following condition is intended to provide for that:

**The owners of the subject property hereby recognize and provide for the right of agricultural activities to continue on adjacent land consistent with the Right to Farm Resolution 3425.**

The foregoing is an accurate and complete record of the Findings and Determination of the Zoning Board of Appeals of Champaign County.

SIGNED:

ATTEST:

Eric Thorsland, Chair  
Champaign County Zoning Board of Appeals

Secretary to the Zoning Board of Appeals

Date

# MONTHLY REPORT for FEBRUARY 2017<sup>1</sup>

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 February and three cases were filed in February 2016. The average number of cases filed in February in the preceding five years was 2.2.

No Zoning Board of Appeals (ZBA) meeting was held in February and no cases were completed. One ZBA meeting was held in February 2016 and two cases were completed. The average number of cases completed in February in the preceding five years was 1.6.

By the end of February there were 17 cases pending. By the end of February 2015 there were 14 cases pending.

**Table 1. Zoning Case Activity in February 2017 & February 2016**

Type of Case	February 2017 0 ZBA meetings		February 2016 1 ZBA meeting	
	Cases Filed	Cases Completed	Cases Filed	Cases Completed
Variance	0	0	1	2
SFHA Variance	0	0	0	0
Special Use	1	0	1	0
Map Amendment	0	0	1	0
Text Amendment	0	0	0	0
Change of Non-conforming Use	0	0	0	0
Administrative Variance	0	0	0	0
Interpretation / Appeal	0	0	0	0
<b>TOTALS</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>2</b>
Total cases filed (fiscal year)	5 cases		7 cases	
Total cases completed (fiscal year)	4 cases		6 cases	
Case pending*	17 cases		14 cases	
* Cases pending includes all cases continued and new cases filed				

<sup>1</sup> Note that approved absences, sick days, and one part-time temporary employee resulted in an average staffing level of 95% or the equivalent of 4.8 full time staff members (of the 5 authorized) present on average for each of the 19 work days in February.

### **Subdivisions**

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

### **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 February can be summarized as follows:

- 11 permits for 6 structures were approved in February compared to 13 permits for 12 structures in February 2016. The five-year average for permits in February in the preceding five years was 8.2.
- 30 months out of the last 60 months have equaled or exceeded the five-year average for number of permits (including February 2017, January 2017, November 2016, August 2016, June 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, December 2012, October 2012, September 2012, May 2012, and April 2012).
- 4.3 days was the average turnaround (review) time for complete initial residential permit applications in February.
- \$627,515 was the reported value for the permits in February compared to a total of \$1,445,249 in February 2016. The five-year average reported value for authorized construction in February is \$732,921.
- 30 months in the last 60 months have equaled or exceeded the five-year average for reported value of construction (including 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, February 2013, January 2013, November 2012, August 2012, September 2012, May 2012, and June 2012).
- \$2,417 in fees were collected in February compared to a total of \$6,039 in February 2016. The five-year average for fees collected in February is \$2,485.
- 30 months in the last 60 months have equaled or exceeded the five-year average for collected permit fees (including 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, January 2013, October 2012, September 2012, May 2012, and April 2012).

**Planning & Zoning Monthly Report  
FEBRUARY 2017**

**Table 2. Zoning Use Permits Approved in February 2017**

PERMITS	CURRENT MONTH			FISCAL YEAR TO DATE		
	#	Total Fee	\$ Value	#	Total Fee	\$ Value
AGRICULTURAL: Residential						
Other	1	0	42,000	3	0	139,000
SINGLE FAMILY Resid.: New - Site Built	1	1,321	376,175	1	1,321	376,175
Manufactured						
Additions	1	145	60,000	1	145	60,000
Accessory to Resid.	3	851	149,340	4	916	153,340
TWO-FAMILY Residential						
<b>Average turn-around approval time for the above permit categories</b>			4.3 days			
MULTI - FAMILY Residential						
HOME OCCUPATION: Rural						
Neighborhood	4	0	0	4	0	0
COMMERCIAL: New						
Other						
INDUSTRIAL: New						
Other				1	2,985	165,000
OTHER USES: New						
Other						
SIGNS						
TOWERS (Incl. Acc. Bldg.)						
OTHER PERMITS	1	100	0	3	100	38,000
<b>TOTAL APPROVED</b>	<b>11/6</b>	<b>\$2,417</b>	<b>\$627,515</b>	<b>17/10</b>	<b>\$5,467</b>	<b>\$931,515</b>

\*11 permits were issued for 6 structures in February 2016; 6 permits require inspection and Compl. Certif.

◊ 17 permits have been issued for 10 structures since 1/1/17 (FY2017)

**NOTE:** Home occupations and other permits (change of use, temporary use) total 7 since 1/1/17, (this number is not included in the total number of structures).

There were 17 Zoning Use Permit Apps. *received* in February 2017 and 6 were *approved*.

1 Zoning Use Permit App. *approved* in February 2017 had been *received* in prior months.

**Planning & Zoning Monthly Report  
FEBRUARY 2017**

- There were also 10 lot split inquiries and 259 other zoning inquiries in February.
- No rural address was issued or changed in February
- Minutes for two ZBA meetings were transcribed in February.

**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**

	February 2017	2017 to date
<b>Zoning Cases.</b> Approved by the ZBA, a Zoning Case may authorize a new principal use on Best Prime Farmland that was previously used for agriculture.	0.0 acres <sup>3</sup>	2.00 acres
<b>Subdivision Plat Approvals.</b> Approved by the County Board outside of ETJ areas, a subdivision approval may authorize the creation of new Best Prime Farmland lots smaller than 35 acres: Outside of Municipal ETJ areas <sup>1</sup>	0.0 acre	0.0 acre
Within Municipal ETJ areas <sup>2</sup>	0.0 acre	0.0 acre
<b>Zoning Use Permits.</b> Approved by the Zoning Administrator, a Permit may 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	0.0 acres
<b>TOTAL</b>	0.0 acres	2.0 acres
<b>NOTES</b>		
1. Plat approvals by the County Board.		
2. Municipal plat approvals.		

**Zoning Compliance Inspections**

- No zoning compliance inspections were made in February.
- No zoning compliance certificates were issued in February. 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 February 2017 and can be summarized as follows:

**Planning & Zoning Monthly Report  
FEBRUARY 2017**

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- 3 new complaints were received in February compared to 2 complaints that were received in February 2016. No complaint was referred to another agency in February and none were referred to another agency in February 2016.
- 12 enforcement inspections were conducted in February compared to 35 inspections in February 2016. 1 of the February 2017 inspections were for new complaints.
- 1 contact was made prior to written notification in February and 2 were made in February 2016.
- 22 initial investigation inquiries were made in February for an average of 5.5 per week in February. The 2017 budget anticipates an average of 9.6 initial investigation inquiries per week.
- 1 First Notice and no Final Notice was issued in February and there were 1 First Notice and 1 Final Notice issued in February 2016. The 2017 budget anticipated a total of 39 First Notices for 2017.
- No cases were referred to the State's Attorney in February and no cases were referred in February 2016. The 2017 budget anticipated a total of 2 cases to be forwarded to the State's Attorney's Office in 2017.
- No case was resolved in February and 3 cases were resolved in February 2016. The 2017 budget anticipated a total of 70 resolved cases in 2017.
- 332 cases remain open at the end of February compared to 314 open cases at the end of February 2016.
- In addition to the activities summarized in Table 4, other activities of Enforcement staff in February 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.

**APPENDIX**

**A Zoning Use Permit Activity In February 2017**

**B Active Land Disturbance Erosion Control Permits In The Champaign County MS4 Jurisdictional Area**

**Planning & Zoning Monthly Report  
FEBRUARY 2017**

**Table 4. Enforcement Activity During February 2017**

	FY2016 TOTALS <sup>1</sup>	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 <sup>1</sup> FY2017
Complaints Received	60	7	3											10
Initial Complaints Referred to Others	7	0	0											0
Inspections	400	62	12 <sup>4</sup>											74 <sup>5</sup>
Phone Contact Prior to Notice	12	0	1											1
First Notices Issued	22	2	1											3
Final Notices Issued	1	1	0											1
Referrals to State's Attorney	0	0	0											0
Cases Resolved <sup>2</sup>	50	1	0 <sup>6</sup>											1 <sup>7</sup>
Open Cases <sup>3</sup>	323	329	332											332 <sup>8</sup>

**Notes**

- Total includes cases from previous years.
- 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.
- Open Cases are unresolved cases and includes any case referred to the State's Attorney or new complaints not yet investigated.
- 1 inspection of the 12 performed were for the 3 complaints received in February, 2017.
- 8 inspections of the 74 inspections performed in 2017 were for complaints received in 2017.
- None of the resolved cases for February, 2017, were received in February, 2017.
- None of the cases resolved in FY 2017 were for complaints that were also received in FY 2017.
- Total open cases include 21 cases that have been referred to the State's Attorney, some of which were referred as early as 2001.

**Planning & Zoning Monthly Report  
FEBRUARY 2016**

**APPENDIX A. ZONING USE PERMIT ACTIVITY IN FEBRUARY 2017**

<b>Permit Number</b>	<b>Zoning District; Property Description; Address; PIN</b>	<b>Owner Name</b>	<b>Date Applied, Date Approved</b>	<b>Project (Related Zoning Case)</b>
25-17-01 FP  CR	A tract of land located in the S ½ of the N ½ of the SW ¼ of Section 25, Newcomb Township; address pending home permit PIN: 16-07-25-300-017	Jedediah and Jessica Schulze	01/24/17 02/14/17	Construct a driveway in the mapped floodplain and a pond less than 1 acre in area
37-17-01  CR	Lot 3 of the Hobbs Subdivision, Section 32, East Bend Township; 3076 County Road 700E, Fisher, Illinois PIN: 10-02-32-101-003	Cristina Prestin-Latham	02/06/17 02/08/17	Construct a detached storage shed for personal use
37-17-02  AG-1	Lot 1 of the Ehmen Subdivision; Section 13, St. Joseph Township; address to be assigned PIN: 28-212-13-276-002	Stephen and Mary Allen	02/06/17 02/15/17	Construct a single family home with attached garage
38-17-01  AG-1	Lot 1 of Deer Crossing Subdivision, Section 25, Newcomb Township; 536 County Road 2550N, Mahomet, Illinois PIN: 16-07-25-1010-001	Brett and Katie Taylor	02/07/17 02/16/17	Install an in-ground swimming pool and construct a pool house
38-17-02  R-1	The West 3 acres of the S 380' of the N 728' of the W 841.7' of the E 1,303' of the SE ¼ of Section 17, Scott Township; 211 Carper Street, Seymour, Illinois PIN: 23-19-17-400-006	Weinzierl Fruit 7 Consulting LLC, lessee/ Eric & Alice Kinkelaar, owners	02/07/17 02/15/17	Construct a detached shed for agricultural use only
*39-17-01 FP	Under review, more information needed			
*45-17-01	More information needed			
*45-17-02	More information needed			
46-17-01  AG-1	A tract of land located in the N ½ of the NW ¼ of Section 13, Hensley Township; 1127 County Road 2200N, Champaign, Illinois PIN: 12-14-13-100-006	David Weckhorst	02/15/17 02/22/17	Construct a detached garage



Land Disturbance Erosion Control Permit also required

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

**Planning & Zoning Monthly Report  
FEBRUARY 2017**

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**APPENDIX A. ZONING USE PERMITS ACTIVITY IN FEBRUARY 2017**

<b>Permit Number</b>	<b>Zoning District; Property Description; Address; PIN</b>	<b>Owner Name</b>	<b>Date Applied, Date Approved</b>	<b>Project (Related Zoning Case)</b>
48-17-01  R-1	Lot 14, River Oaks Subdivision; 1705 W. South Shore Drive, Mahomet, IL PIN: 15-13-17-378-012	Scott Shobe	02/17/17 02/27/17	Construct a room addition to an existing single family home
*48-17-02	More information needed			
*53-17-01	Subdivision required w/Urbana			
*53-17-02	More information needed			
*54-17-01	Under review			
*55-17-01	Under review			
*58-17-01	Under review			
*59-17-01	Under review			
*59-17-02	Under review			

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

**Planning & Zoning Monthly Report  
FEBRUARY 2017**

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**APPENDIX B. ACTIVE LAND DISTURBANCE EROSION CONTROL PERMITS**

<b>Permit Number; Zoning;</b>	<b>Property Description; Address; PIN</b>	<b>Owner Name</b>	<b>Date Applied Date Approved Date of Final Stabilization</b>	<b>Project (Related Zoning Case)</b>
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

**Julia R. Rietz**  
State's Attorney

**Barbara Mann**  
Chief of the Civil Division  
email: [bmenn@co.champaign.il.us](mailto:bmenn@co.champaign.il.us)

**Jacob Croegaert**  
Assistant State's Attorney  
email: [jcroegaert@co.champaign.il.us](mailto:jcroegaert@co.champaign.il.us)



Courthouse  
101 East Main Street  
P. O. Box 785  
Urbana, Illinois 61801  
Phone (217) 384-3733  
Fax (217) 384-3816

**Office of  
State's Attorney  
Champaign County, Illinois**

March 1, 2017

Mr. Aaron Esry  
ELUC Chair

Re: *Closed Session Minutes Review for ELUC*

Dear Mr. Esry:

Pursuant to the Illinois Open Meetings Act, a public body such as ELUC is required to review its closed session minutes at least semi-annually. During this review, the Committee must determine whether the need for confidentiality still exists as to all or part of the closed minutes. If it is determined that the need for confidentiality no longer exists, the minutes must be made available for public inspection.

Please note that the Committee may enter into closed session for the purpose of review of closed session minutes pursuant to 5 ILCS 120/2(c)(21): Discussion of minutes of meetings lawfully closed under the Act. Just as in open session, if the matter requires action by the Committee, the matter must have been noticed on the posted agenda. Although the body may discuss this semi-annual review in closed session, whichever conclusion the Committee draws must be reported in open session.

The County Board passed Resolution No. 7969, "Resolution Establishing Procedures for Semi-Annual Review of Closed Session Minutes by the Champaign County Board" on November 17<sup>th</sup>, 2011. Under the parameters established by the full board in Resolution 7969, none of the minutes are ripe for review to be opened.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacob A. Croegaert".

Jacob A. Croegaert  
Assistant State's Attorney

CC: Tammy Asplund, Administrative Services  
Kay Rhodes, Administrative Services