



CHAMPAIGN COUNTY BOARD
ENVIRONMENT and LAND USE COMMITTEE AGENDA

County of Champaign, Urbana, Illinois

Thursday, May 9, 2019 - 6:30 p.m.

Lyle Shields Meeting Room

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

Committee Members:

Aaron Esry – Chair

Eric Thorsland – Vice-Chair

Jodi Eisenmann

Stephanie Fortado

Jim Goss

Tanisha King-Taylor

Kyle Patterson

Agenda Item	Page #
I. Call to Order	
II. Roll Call	
III. Approval of Agenda/Addendum	
IV. Approval of Minutes A. March 7, 2019	1-4
V. Public Participation	
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VII. New Business: For Information Only	
A. 2018 Champaign County MS4 Area Storm Water Survey Results	5-10
B. Changes to Champaign County MS4 Environmental Justice Areas for Program Year 4/1/19- 3/31/20	11-23
VIII. New Business: Items to be Approved by ELUC	
A. Recreation & Entertainment License: CRS Ventures LLC for live bands at the Champaign County Fairgrounds, 1302 North Coler Avenue, Urbana for May 17, 2019.	24-32
B. Direction Regarding Proposed Zoning Ordinance Text Amendment for PV Solar Farm Requirements in Response to Municipal Concerns	33-38
C. Direction Regarding Proposed Zoning Ordinance Text Amendment for PV Solar Farm Requirements other than in Response to Municipal Concerns	39-41
IX. New Business: Items to Receive & Place On File by ELUC Committee to Allow a Review Period Until June 6, 2019	
A. Resolution Authorizing the Execution of an Intergovernmental Agreement to Provide for Champaign County Participation in a Land Bank with the Vermilion County Land Bank	42-63

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

A. Annual Facility Inspection Report for the period 4/1/17 – 3/31/18 for the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Storm Water Discharge Permit with the Illinois Environmental Protection Agency (IEPA) *(To Be Distributed)*

B. Notice of Intent (NOI) for period from April 1, 2019, to March 31, 2024, for the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Storm Water Discharge Permit with the Illinois Environmental Protection Agency (IEPA) 64-88

XI. Other Business

A. Monthly Report – none

XII. Chair's Report

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

XIV. Adjournment



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

MINUTES – SUBJECT TO REVIEW AND APPROVAL

DATE: Thursday, March 7, 2019
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)	
Jodi Eisenmann	
Stephanie Fortado	
Jim Goss	
Tanisha King-Taylor	
Kyle Patterson	
Eric Thorsland (Vice-Chair)	

County Staff: John Hall (Zoning Administrator), Susan Monte (Planner), Tammy Asplund (Recording Secretary)
Others Present: Giraldo Rosales (County Board Chair)

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 Addenda

MOTION by Goss to approve the agenda as amended; second by Thorsland. Upon vote, the **MOTION CARRIED** unanimously.

Hall asked to add item VII E; for information only. He provided a handout of an email from Ted Hartke, and an article related to wind and solar farms.

IV. Approval of Minutes

A. ELUC Committee Meeting – February 7, 2019

MOTION by Thorsland to approve the minutes of the February 7, 2019 ELUC meeting; second by Goss. Upon vote, the **MOTION CARRIED** unanimously.

Asplund stated the agenda contains a typo. The date of the minutes to be approved should be February 7, 2019, not February 7, 2018.

V. Public Participation

Arik Miller

Miller stated he would remain at the meeting and be available for questions regarding agenda item IX C, the zoning case.

VI. Communications

Esry reviewed the information contained in a handout provided by Susan Monte, regarding a hazardous waste recycling event in Gibson City.

Esry noted copies of the CLOSED session minutes related to agenda item XI A are being circulated for review.

VII. New Business: for Information Only

A. *Selected Legislative Bills of Potential Interest*

Monte summarized four of the bills listed that she feels are relevant to County residents. Two of the bills relate to the Mahomet Aquifer and two involve fees for single-use bags. Eisenmann expressed concern regarding the language pertaining to records related to company waste which would not be subject to FOIA in SB2027.

B. *Illinois Environmental Protection Agency Notice of Application and Public Hearing for 401 Water Quality Certification, Dynegy Midwest Generation, LLC, Middle Fork Vermilion River Bank Stabilization, Vermilion County*

Monte stated the public hearing is scheduled for March 26, 2019, considering a permit application to construct a wall to contain the coal ash at the river bank. She noted this is not the desired solution that many are seeking. Monte encouraged all to contact the National Park Service; who has authority under the National Wild & Scenic Rivers Act.

C. *Update on Dangerous Structures Enforcement Cases*

Hall commented the issue of dangerous structure enforcement cases was presented to the County Board for the first time in 2015. He reviewed some of the properties listed on the handout provided. In response to a question from Goss related to the Foosland cases listed, Hall explained cases are prioritized by the number of complaint calls received by the Planning and Zoning office.

D. *Update on Champaign County Land Bank*

Hall noted the most recent path is for Champaign County to join the Vermilion County Land Bank.

E. *Ted Hartke Email*

Hall provided a copy of an email and article provided by Ted Hartke relating to dispositioning materials at the decommissioning of a wind or solar farm.

VIII. New Business: Items to Receive and Place on File by ELUC to Allow a 60-Day Review Period

A. *Direction Regarding Proposed Zoning Ordinance Text Amendment for PV Solar Farm Requirements in Response to Municipal Concerns*

Hall stated some of the things stated in the letter are not proposed in this amendment. The municipalities requested the 60-day review period. He noted the text amendments were discussed at an RPC technical

meeting. Hall cautioned that although the proposed minimum separation is increased to one and one-half miles, he does not anticipate future solar farm developers will find sites outside the mile and a half.

Thorsland commented he does not support some of the proposed text amendments; particularly the minimum separation. He stated there does not seem to be any data to support negative impacts on development or home values. Fortado raised a concern about the subdivision approval for solar farm land lease exceeding five years.

MOTION by Goss; seconded by Eisenmann. Upon vote, the **MOTION CARRIED**.

B. *Direction Regarding Proposed Zoning Ordinance Text Amendment for PV Solar Farm Requirements Other Than in Response to Municipal Concerns*

Hall explained the proposed changes. According to Hall, the current language of the ordinance only allows people to apply for a variance for a non-conforming structure only after a structure has been damaged. Hall stated a local bank requested the proposed change regarding bond ratings. Goss commented that this may be because smaller, local banks cannot afford a rating by Moody's or Standard & Poor's.

The committee provided direction to Hall to structure these amendments to be voted on separately. Hall asked committee members to communicate preferences of the structure of the amendment packages to him.

MOTION by King-Taylor; seconded by Goss. Upon vote, the **MOTION CARRIED** unanimously.

IX. New Business: Items to be Recommended to the County Board

A. *Resolution Approving the Application for, and If Awarded, Acceptance of a 2019 ILCSWMA Mini-Grant*

Monte provided a handout and stated the funds would be used to advertise for a pharmaceutical collection in April. Fortado suggested the addition of matching funds information to the form.

MOTION by Thorsland; seconded by King-Taylor. Upon vote, the **MOTION CARRIED** unanimously.

B. *Resolution Approving the Application for, and If Awarded, Acceptance of a 2019 American Water Environmental Grant*

Monte provided a handout and stated the funds would be used to support content and use of a website addressing MS4 public education.

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

C. **Zoning Case 924-AM-19.** *A request by Arik and Kylie Miller d.b.a. Miller Farm Barn, to amend the Zoning Map to change the zoning district designation from AG-1 Agriculture to AG-2 Agriculture in order to establish and operate a Rural Event Center as a combination "Private Indoor Recreational Development" and "Outdoor Commercial Recreational Enterprise" as a Special use Permit in related Zoning Case 925-S-19, on a 10.2 acre tract of land in the East half of the Northeast Quarter of Section 28 of Township 21 North, Range 10 East of the Third Principal Meridian in Compromise Township and commonly known as the farmstead at 2079 CR2600N, Gifford.*

Hall explained the change to the AG-2 zoning district allows for the Special Use Permit for the Event Center. He noted the ZBA continued the case regarding the event center until March 28. In response to a question by Thorsland, Arik Miller responded he is working to develop a life safety plan. Miller noted he does not have any other intended use for the barn, if the special use is not granted. Eisenmann asked how Miller intends to comply with the noise restriction in the nuisance ordinance. Miller responded he intends to monitor noise levels and is willing to work with neighbors if there is a problem.

MOTION by Thorsland; second by Patterson. Upon vote, the **MOTION CARRIED** unanimously. Per a request by Thorsland, this item will not be on the consent agenda.

X. Old Business

- A. *Resolution Appointing Recycling Coordinator for Champaign County REVISIT – not taken to Feb CB meeting*

Hall stated this was not taken to the February board meeting due to concerns raised by the County Executive, Darlene Kloeppel. Monte commented the language in the resolution changes from the Coordinator being “appointed” to being “designated”.

MOTION by Fortado; second by Thorsland. Upon vote, the **MOTION CARRIED** unanimously.

XI. Other Business

- A. *Semi-annual Review of CLOSED Session Minutes*

Esry noted the minutes recommended for opening have been distributed for the committee members to review.

MOTION by Goss; second by King-Taylor. Upon vote, the **MOTION CARRIED** unanimously

- B. *Monthly Report – January 2019*

XII. Presiding Officer’s Report

None

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

IX A, IX B, X A

XIV. Adjournment

There being no further business, Esry adjourned the meeting at 7:36 p.m.

**PLANNING &
ZONING**

DATE: May 1, 2019
TO: Environment and Land Use Committee
FROM: Susan Monte, Planner
RE: 2018 Champaign County MS4 Area Storm Water Survey Results

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

ACTION REQUESTED: For Information Only

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

Summary

This memorandum describes survey responses to the 2018 Champaign County MS4 Area Storm Water Survey, and contains a comparison between the survey responses received in 2018 and in 2017.

Survey Intent.

The Champaign County MS4 Area Storm Water Survey is administered to identify citizen concerns related to storm water within the Champaign County Urbanized Area. The Champaign County Urbanized Area includes Champaign, Urbana, Savoy, Tolono, and the all areas located within one half-mile of those municipalities.

The annual survey is conducted to satisfy the Champaign County MS4 Storm Water NPDES Annual Facility Report identified best management practice requirement regarding Public Involvement/ Participation of Environmental Justice Areas within the Unincorporated MS4 Area.

Study Area Population.

In 2018, Champaign County's MS4 "qualifying" EJ Parcel jurisdiction is comprised of a total of 3,212 parcels. Allowing a 95% confidence interval and a 5% margin of error, the random sample size of 344 was used, as recommended for a population of 3,212.¹

Survey Distribution.

On June 11, 2018, a total of 400 surveys were mailed to a randomly selected sample of recipients residing within Environmental Justice areas of the Champaign County MS4 Area. A bilingual copy (English/ Spanish) of the survey is available on the Champaign County Department of Planning and Zoning Storm Water Program webpage, and available upon request.

Sample Size.

As of June 29, 2018, a total of 70 survey responses were received. A reminder postcard was mailed to the same random sample of 400 parcels.

Response Rate.

As of August 28, 2018, a total of 84 mailed survey responses and 1 online survey response was received. A response rate of 24 percent was reached with regard to the mailed survey. A 10%-15% response rate for a survey distributed by mail is considered an average.

Follow-up Contact regarding County Board Review.

A total of 13 respondents indicated they wanted to be notified about the County Board review of survey results, with 10 respondents providing contact info.

Comparison of survey responses received in 2018 and in 2017.

	2017	2018
Is there a location in the Champaign County MS4 Area or Urbanized Area where you believe storm water drainage causes a problem during or after a rain event?	36% yes 64% no	39% yes 56% no 5% no response
Is there any location in the Champaign County MS4 Area or Urbanized Area where you believe storm water gets polluted?	16% yes 79% no 4% no response	14% yes 79% no 7% no response
Do you recreate at any location in the Champaign County MS4 Area or urbanized Area where water is a prominent feature?	21% yes 73% no 6% no response	19% yes 72% no 9% no response
Please feel free to add any other comments you have regarding storm water in the Champaign County MS4 Area or Urbanized Areas. Number of comments provided: Comments regarding Champaign County MS4 Area: Comments that pertain to outside Champaign County MS4 Area: ..	10 — —	10 — —
Please indicate the nearest street intersection to your home.	79% responded 21% no response —————	79 responded 18% no response 3% unusable responses
Please indicate the major watershed that you live in.	1.4% Embarras 2.9% Middle Wabash-Little Vermilion 25% Upper Kaskaskia 39.7% Vermilion 30.8% no response	3.5% Embarras 0% Middle Wabash-Little Vermilion 32.9% Upper Kaskaskia 32.9% Vermilion 30.6% no or unusable response
Would you like to be included on the mailing list?	13 yes 10 provided contact info	9 yes 7 provided contact info

Attachment A: Summary of Survey Responses

Note:

1. Sample size based on calculator used at Calculator.net, <http://www.calculator.net/sample-size-calculator.html?type=1&cl=95&ci=5&ps=5291&x=77&y=13>

Summary of Responses

- 1) Is there a location in the Champaign County MS4 Area or Urbanized Area where you believe storm water drainage causes a problem during or after a rain event?

39% Yes 56% No 5% No Response

Of the 33 sets of location or nearest street intersection information received,

- 3 responses were not specific enough to understand.
- 23 location/nearest street intersections are located within the Champaign County MS4 Area. These locations are shown in blue in the table that follows.
- 7 location/nearest street intersections provided are located in either the City of Urbana or City of Champaign MS4 jurisdiction.

	Location	Within Champaign County MS4 Area?	Type of Problem caused by Storm Water Drainage
1	Cherry Hills Dr & Windsor Rd.	Yes	Storm water in street that seems to interfere with traffic during large rain events
2	Rolling Acres Dr.	Yes	Storm water sits and does not move down stream in ditches along upper side of Rolling Acres Dr.
3	Cherry Hills Dr & Windsor Rd.	Yes	Storm water in the street that seems to interfere with traffic during large rain events
4	Windsor Rd. & Cherry Hills Dr.	Yes	Storm water in the street that seems to interfere with traffic during large rain events
5	Cherry Hills Rd. & Windsor Rd., SE Corner	Yes	Storm water in the street that seems to interfere with traffic during large rain events
6	North of Entrance to Urbana C.C. and to west	Yes	Storm water in the street that seems to interfere with traffic during large rain events
7	Windsor Rd. & Cherry Hills Dr.	Yes	Storm water in the street that seems to interfere with traffic during any rain and large rain events
8	Cunningham & Perkins, going east towards Brownfield Rd. - flooding	Maybe	Storm water in the street that seems to interfere with traffic during any rain and storm water so deep that it may be a safety concern during any rain
9	N. Carrie Ave. & Walter St.	Yes	Storm water that causes property damage by flooding a building during large rain events. I put in a swale between 307 Carrie and 305 Carrie, Urbana so that rain water could run off instead of under my house. Builder of 305 took the previous swale out when he built 305 Carrie. My cost \$1,500. Mold remediation cost \$9,000 in crawl space.
10	Garden Hills neighborhood	No	Storm water that causes property damage by flooding a building(s) during any rain, storm water in the street that seem to interfere with traffic during large rain events and storm water that is so deep that it may be a safety concern during any rain.
11	Illinois St. & Glenn	Yes	Storm water so deep that it may be a safety concern during any rain. Other: street water on each side of road
12	Willow View Rd. - field between Christopher Cir. & Perkins Rd.	Yes	Storm water so deep that it may be a safety concern during large rain events.
13	Perkins Rd. & Willow View Rd. (Willow Springs Condo Assoc.)	Yes	Water retention area does not drain well - water is often very deep in large rain events - deep enough for ducks & geese to gather.
14	1803 Cindy Lynn St, Urbana	Yes	Storm water that causes property damage by flooding a building(s) during large rain events, storm water in the street that seems to interfere with traffic during large rain events.
15	Smith Rd. & Main St., just east of	No	Storm water in the street that seems to interfere with traffic during large rain events

16	Along Perkins Rd.	Maybe	Storm water that causes property damage by flooding a building(s) during large rain events, storm water in the street that seems to interfere with traffic during large rain events and storm water so deep that it may be a safety concern during large rain events.
17	7001 Bentbrook/Golf Creek	No	Storm water that causes property damage by flooding a building(s) during large rain events, storm water in the street that seems to interfere with traffic during large rain events
18	High Cross Rd & Kyle St	Yes (if west half of intersection)	Storm water that causes property damage by flooding a building(s) during large rain events, storm water in the street that seems to interfere with traffic during large rain events. Recently there has been some work done that seems to have reduced the problem dramatically so my info above is old, possibly.
19	No location indicated	n/a	Water stays in ditch, suppose to go south but just sits in ditch, sometimes back into my basement Storm water that causes property damage by flooding a building(s) during large rain events, storm water in the street that seem to interfere with traffic during large rain events and storm water that is so deep that it may be a safety concern during large rain events, ditch fills with water.
20	Berneice Ct.	Yes	Storm water in the street that seems to interfere with traffic during large rain events.
21	Slayback & E. Dodson	Yes	People mowing grass into street plug up storm sewers
22	Intersection of Beck Dr & Brian Dr	Yes	Storm water that causes property damage by flooding a building(s) during large rain events, storm water in the street that seems to interfere with traffic during any rain and storm water so deep that it may be a safety concern during large rain events.
23	Kirby Ave. between Duncan & Mattis area around Lincolnshire Subdivision	No	Storm water in the street that seems to interfere with traffic during large rain events and storm water so deep that it may be a safety concern during large rain events
24	Fox Dr. & Neil	No	Storm water so deep that it may be a safety concern during large rain events
25	2703 Arlene Dr., Urbana	Yes	Storm water that causes property damage by flooding a building(s) during any rain.
26	Airport & Arlene Dr.	Yes	Storm water that causes property damage by flooding a building(s) during large rain events. If it rains too hard the drainage ditch cannot keep up and it overflows.
27	West Country Club Road, Urbana	Yes	Storm water in the street that seems to interfere with traffic during large rain events.
28	Cypress Creek & Cherry Hills	No	Storm water that causes property damage by flooding a building(s) during large rain events
29	University and Cunningham under viaduct by Schnucks	No	Storm water in the street that seems to interfere with traffic during large rain events
30	Slayback & E. Dodson	Yes	Storm water in the street that seems to interfere with traffic during large rain events
31	Perkins Rd. & Highcross Rd. / Kyle/Cindy Lynn	Yes	Storm water in the street that seems to interfere with traffic during large rain events and storm water so deep that it may be a safety concern during large rain events
32	Kyle/Cindy Linn & Kyle Shelly Court	Yes	Storm water in the street that seems to interfere with traffic during large rain events and storm water so deep that it may be a safety concern during large rain events
33	2409 Sharlyn Drive, Urbana	Yes	Storm water that causes property damage by flooding a building during large rain events and storm water so deep it may be a safety concern during large rain events.

2) Is there any location in the Champaign County MS4 Area or Urbanized Area where you believe storm water gets polluted?

14% Yes 79% No 7% No Response

Of the 12 responses received, five locations are within the Champaign County MS4 Area. These are highlighted in green on the table that follows.

Other responses received were not sufficiently specific to determine the MS4 Area jurisdiction.

	Location	Within Champaign County MS4 Area?	Type of Pollution
1	Rolling Acres	Yes	Septic System release of sewage (septage) onto the ground or into a stream
2	No location given	n/a	Trash on the ground or in the street that may wash into the storm sewer system
3	Glenn	Not specific	Trash on the ground or in the street that may wash into the storm sewer system
4	Along Perkins Road	Not specific	Take a look after a heavy rain
5	No location given	n/a	Ditch in front of my house is full of bugs and mosquitos.
6	Berniece Ct.	Yes	Water drains into a water way with fertilizer. If we had ditches at 2808 and 2810, water would flow into water way and no flooding would take place, but these people covered the ditches so they would have a better looking lawn thus creating flooding of the street.
7	No location given	n/a	Trash on the ground or in the street that may wash into the storm sewer system and washing of business vehicles in other than in a car wash facility
8	Slayback & E. Dodson	Yes	Trash on the ground or in the street that may wash into the storm sewer system
9	Farhills Drive, Champaign	Yes	Dumping of unknown liquids into a storm drain or other part of the storm sewer system
10	Kyle/Cindy Lynn	Yes	Trash on the ground or in the street that may wash into the storm sewer system (minimal) and a sanitary sewer that overflows onto the surface of the ground and/or empties into a stream during hard rains water stands on road.
11	Kyle/Highcross Road	Yes	Trash on the ground or in the street that may wash into the storm sewer system and chemicals used on crops draining into storm water
12	No location given	n/a	A liquid other than water that drains out of a pipe even during dry periods.

3) Do you recreate at any location in the Champaign County MS4 Area or Urbanized Area where water is a prominent feature?

19% Yes 72% No 9% No Response

	Location	Type of Recreation	Concerned about water quality at this location?	Water quality concerns
1	Lake behind our house	Walking along or near the shore, fishing from the shore and from a boat, paddle boating	No	n/a
2	Porter Family Park	Walking along or near the shore and running	No	n/a
3	Walking paths in "The Meadows" development near Windsor & Duncan	Walking along or near the shore	Yes	Other pollution that is visible in the water and that harms the quality of the aquatic environment
4	Country Club Entrance	Walking along or near the shore	No	n/a
5	Springfield & 2 nd	Walking along or near the shore	No	n/a
6	Lincolnshire Fields Lake	Boating, wading and/or swimming	No	n/a
7	Glenn	Walking along or near the shore	n/a	n/a
8	Crystal Lake Park	Walking along or near the shore	No	n/a
9	Smith Road & Washington	Walking along or near shore and taking pictures of birds & flowers	No	n/a
10	Lincolnshire Fields Lake	Walking along or near the shore	No	n/a
11	Glenshire neighborhoods	Walking along or near shore	Yes	Trash in the water that is unpleasant to see, causes pollution, bank or shore erosion that harms the quality of the aquatic environment, other pollution that is visible in the water and that harms the quality of the aquatic environment, pollution in water harming wildlife
12	Lake Park	Walking along or near shore	No	n/a
13	"Lake" near Mettler Center (Windsor & Duncan), Crystal Lake, Kaufman Lake	Walking along or near the shore, boating	No	n/a
14	Various places (parks)	Walking along or near the shore	Yes	Trash in the water that is unpleasant to see, causes pollution, bank or shore erosion that harms the quality of the aquatic environment, impact on ecosystem
15	Highcross Rd. between Perkins Rd. & Airport Road. Drainage Creek between Kyle & Airport Road	Bicycling	Yes	Trash in the water that is unpleasant to see and other pollution in the water that harm either myself or others who may come into contact with the pollution.

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

TO: Environment and Land Use Committee
FROM: John Hall, MS4 Coordinator (unincorporated)
Kathleen Oldrey, RPC Planner II
DATE: May 1, 2019
RE: Proposed Changes to MS4 Environmental Justice Areas

BACKGROUND

Champaign County was identified as a small Municipal Separate Storm Sewer System (MS4) in March 2003 as part of the expanded Phase II of the National Pollutant Discharge Elimination System (NPDES) Storm Water Program. As such, Champaign County must maintain compliance with the MS4 requirements of the NPDES Storm Water Program.

Since 2016 the Illinois Environmental Protection Agency has required all MS4 permittees to "...identify environmental justice areas within its jurisdiction and include appropriate public involvement/participation."

The Illinois Environmental Protection Agency defines Environmental Justice (EJ) as the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies

The Illinois Environmental Protection Agency defines Environmental Justice (EJ) Area as a community with a low-income and/or minority population greater than twice the statewide average. In addition, a community may be considered a potential EJ community if the low-income and/or minority population is less than twice the state-wide average but greater than the statewide average and it has identified itself as an EJ community. If the low-income and/or minority population percentage is equal to or less than the statewide average, the community should not be considered a potential EJ community.

Champaign County uses a mailed survey as a means of providing appropriate public participation for its EJ Area population.

The income and population statistics used to identify EJ Areas change yearly and therefore, the EJ Areas may change yearly. Each year since 2016 the Regional Planning Commission staff has been tasked with identifying the EJ Areas within the unincorporated area.

The attached PowerPoint presentation summarizes the EJ Areas for the program year 4/1/19-3/31/20 and the changes from the previous year.

ATTACHMENTS

- A PowerPoint presentation of MS4 Environmental Justice Areas Analysis, Changes in Area, 2018-2019**

MS4 Environmental Justice Areas Analysis

Changes in Area, 2018-2019



Kathleen Oldrey, Planner II
Champaign County Regional Planning Commission
Environment and Land Use Committee, May 9, 2019

Environmental Justice Areas: 2018 and 2019

	Total Block Groups	Qualifying MS4 Areas	Self-Identifiable MS4 Areas	Not Qualifying MS4 Areas
2018	46	30	11	5
2019	46	32	10	4

Increased

- Self-Identifiable to Qualifying: 5
- Not Qualifying to Self-Identifiable: 1

Decreased

- Qualifying to Self-Identifiable: 3

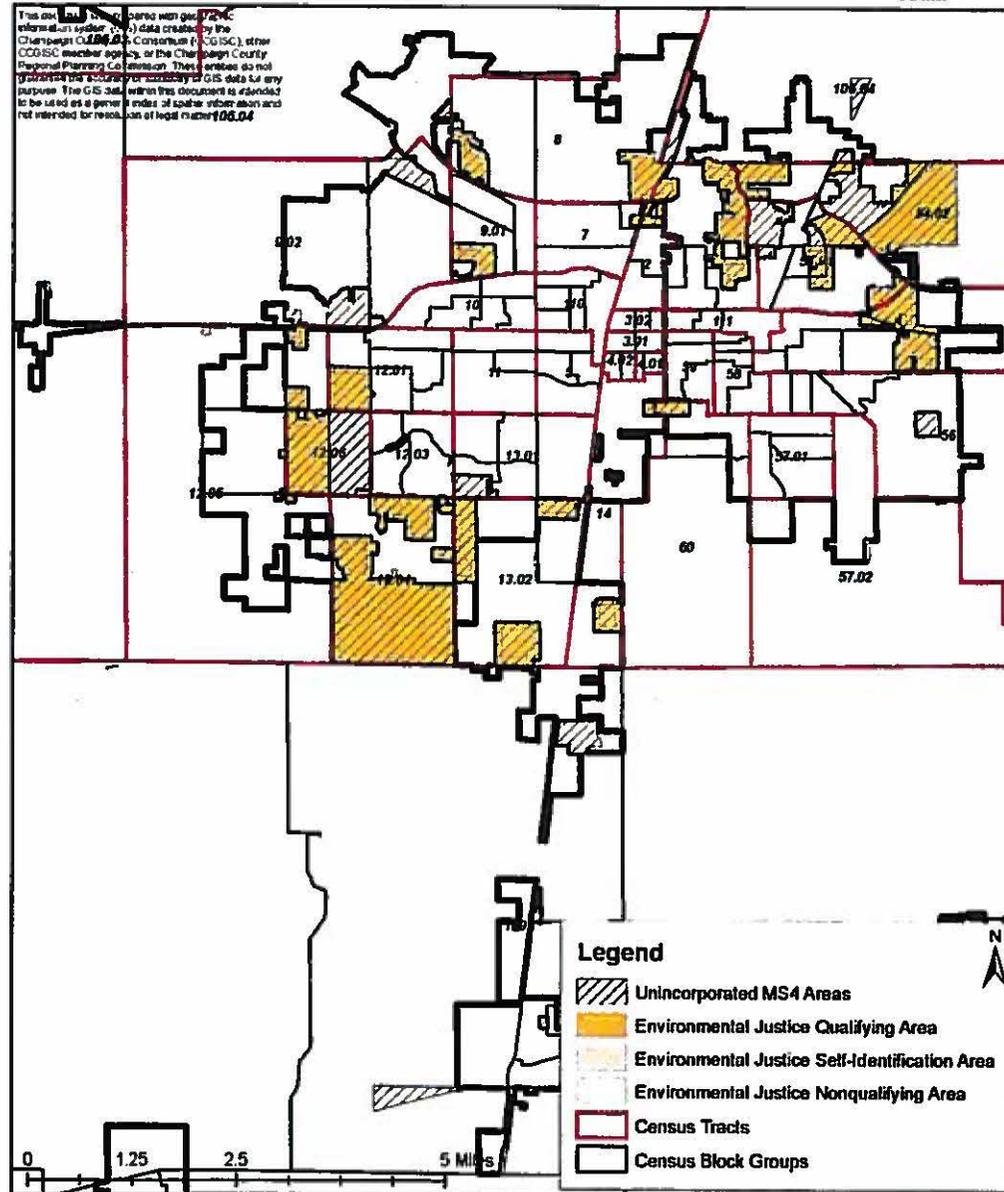
Unchanged

- 37 block groups had no change in designation

MS4 Environmental Justice Areas: Unincorporated Champaign County

Prepared 27 February 2019

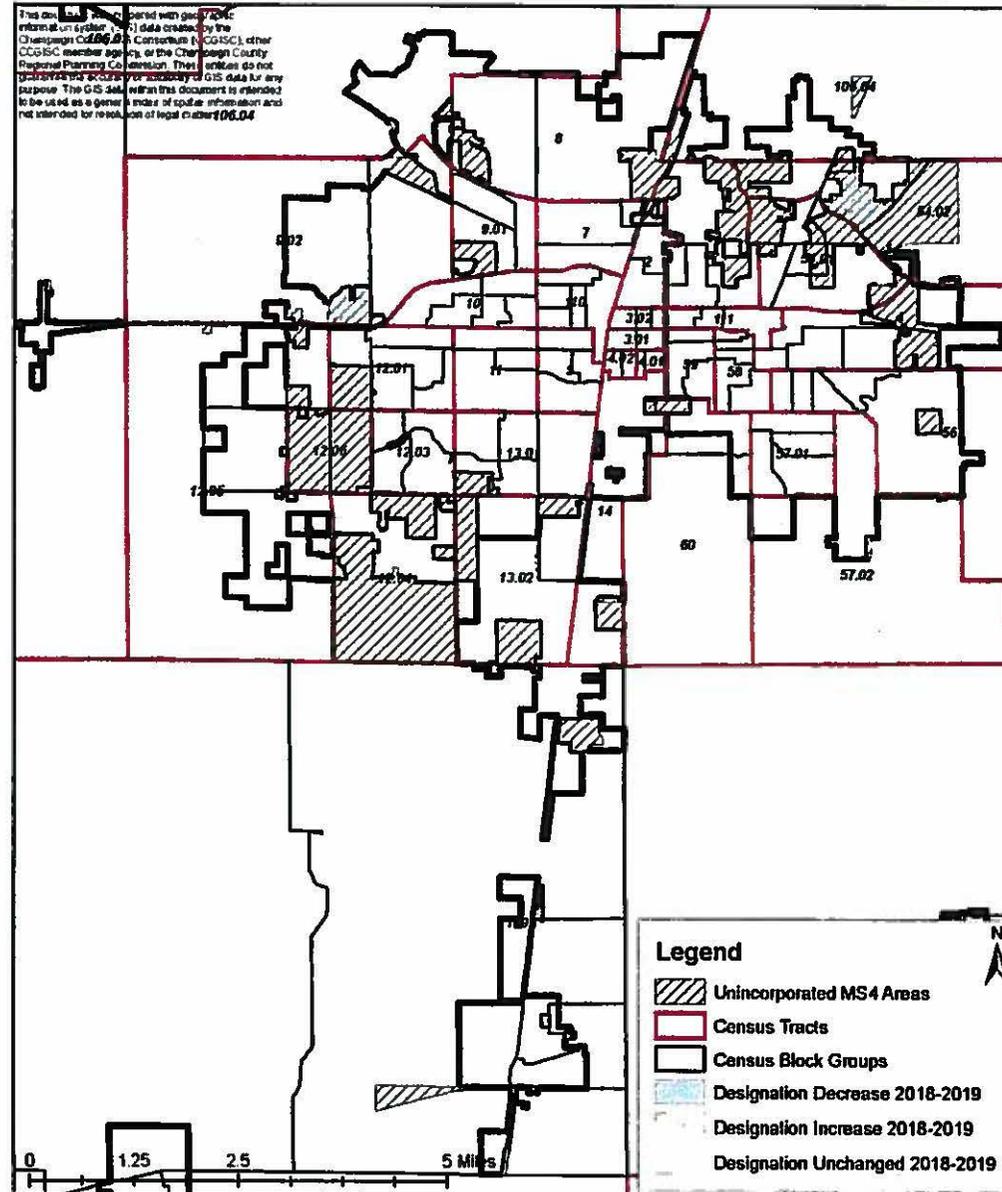
Source: U.S. Census Bureau; 2013-2017 American Community Survey



2018-2019 EJ Designation Change: Unincorporated Champaign County

Prepared 11 March 2019

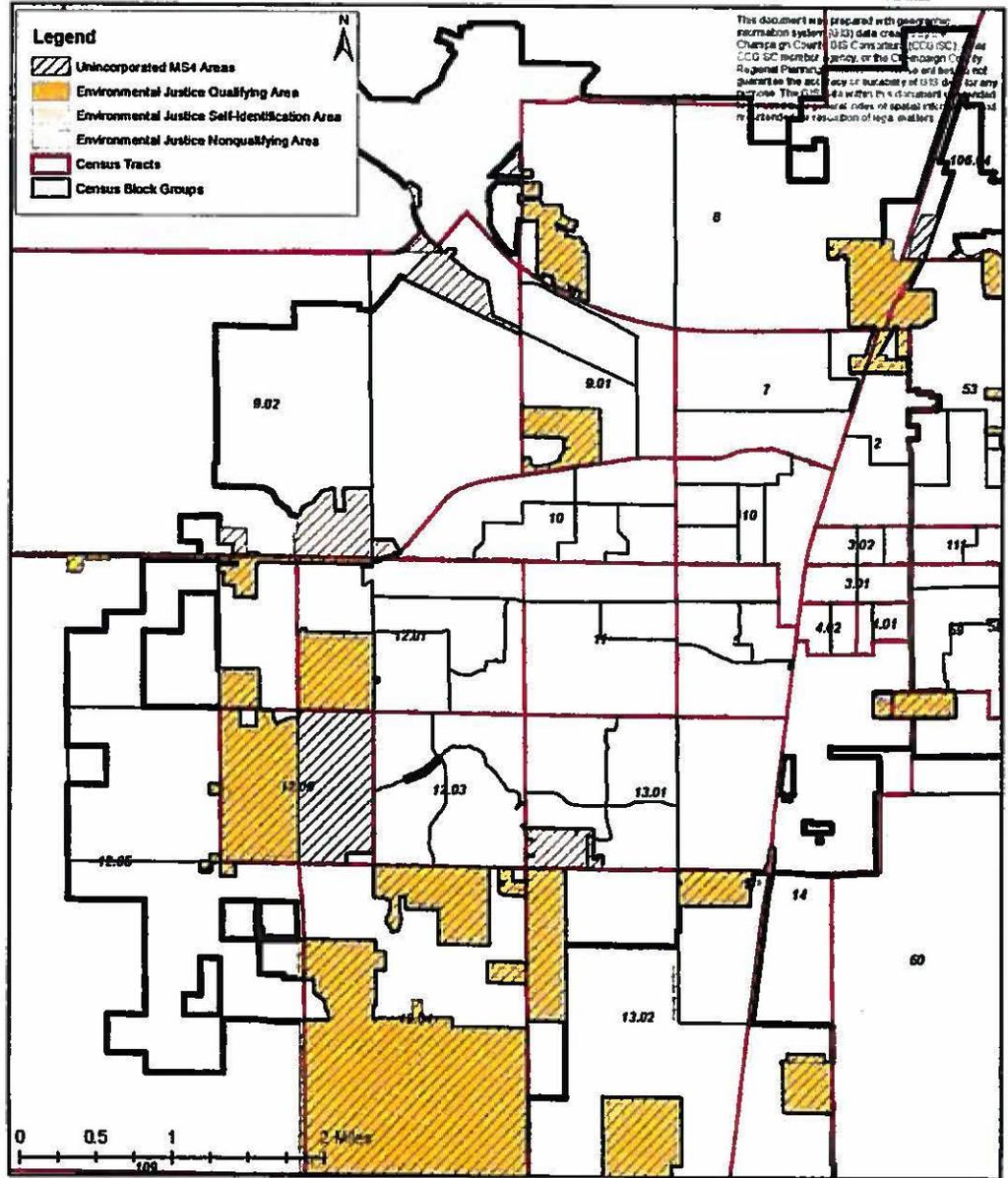
Source: U.S. Census Bureau; 2013-2017 American Community Survey



MS4 Environmental Justice Areas: Champaign Area Detailed Map

Prepared 27 February 2019

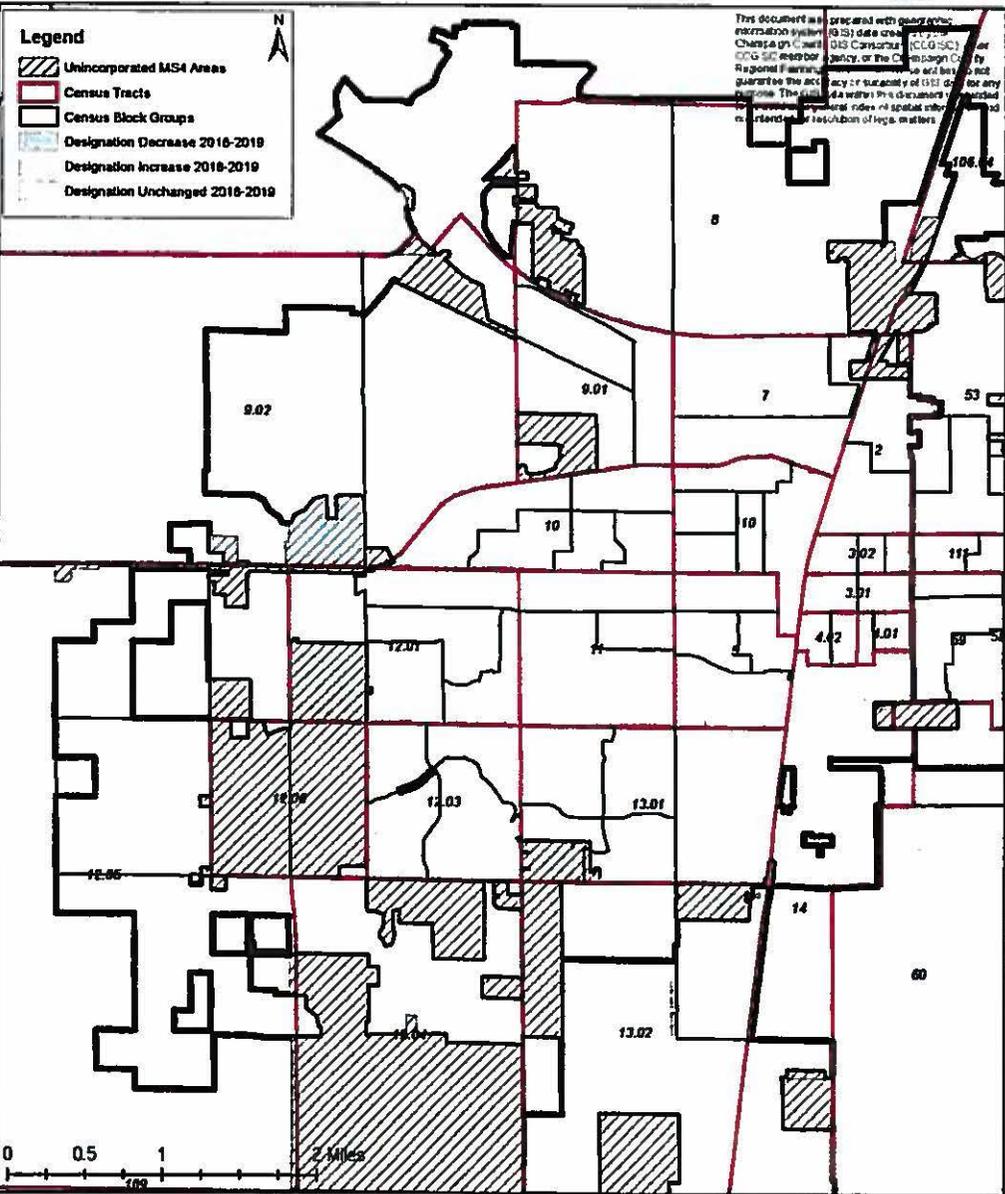
Source: U.S. Census Bureau, 2013-2017 American Community Survey



2018-2019 EJ Designation Change: Champaign Area Detailed Map

Prepared 11 March 2019

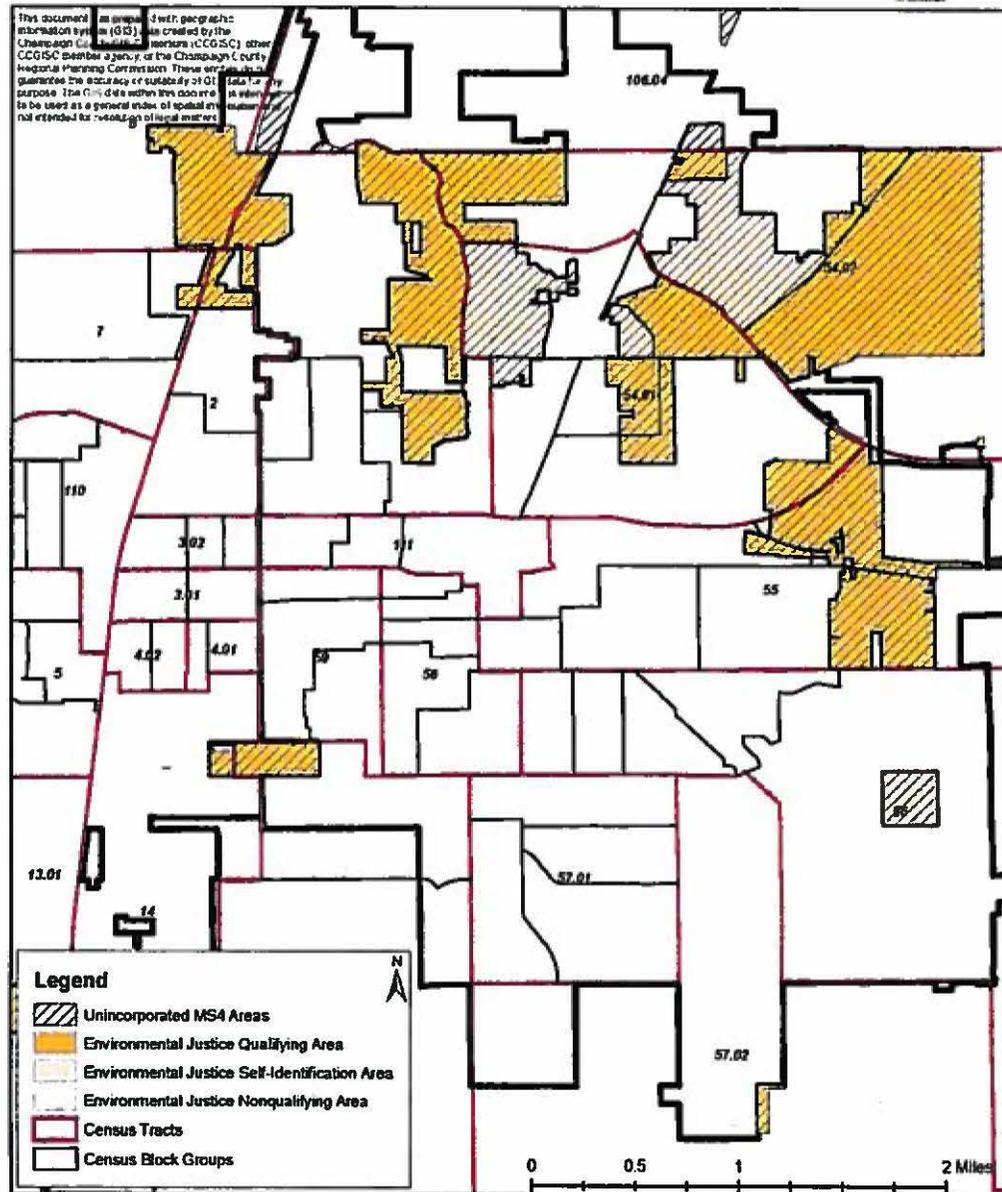
Source: U.S. Census Bureau; 2013-2017 American Community Survey



MS4 Environmental Justice Areas: Urbana Area Detailed Map

Prepared 27 February 2019

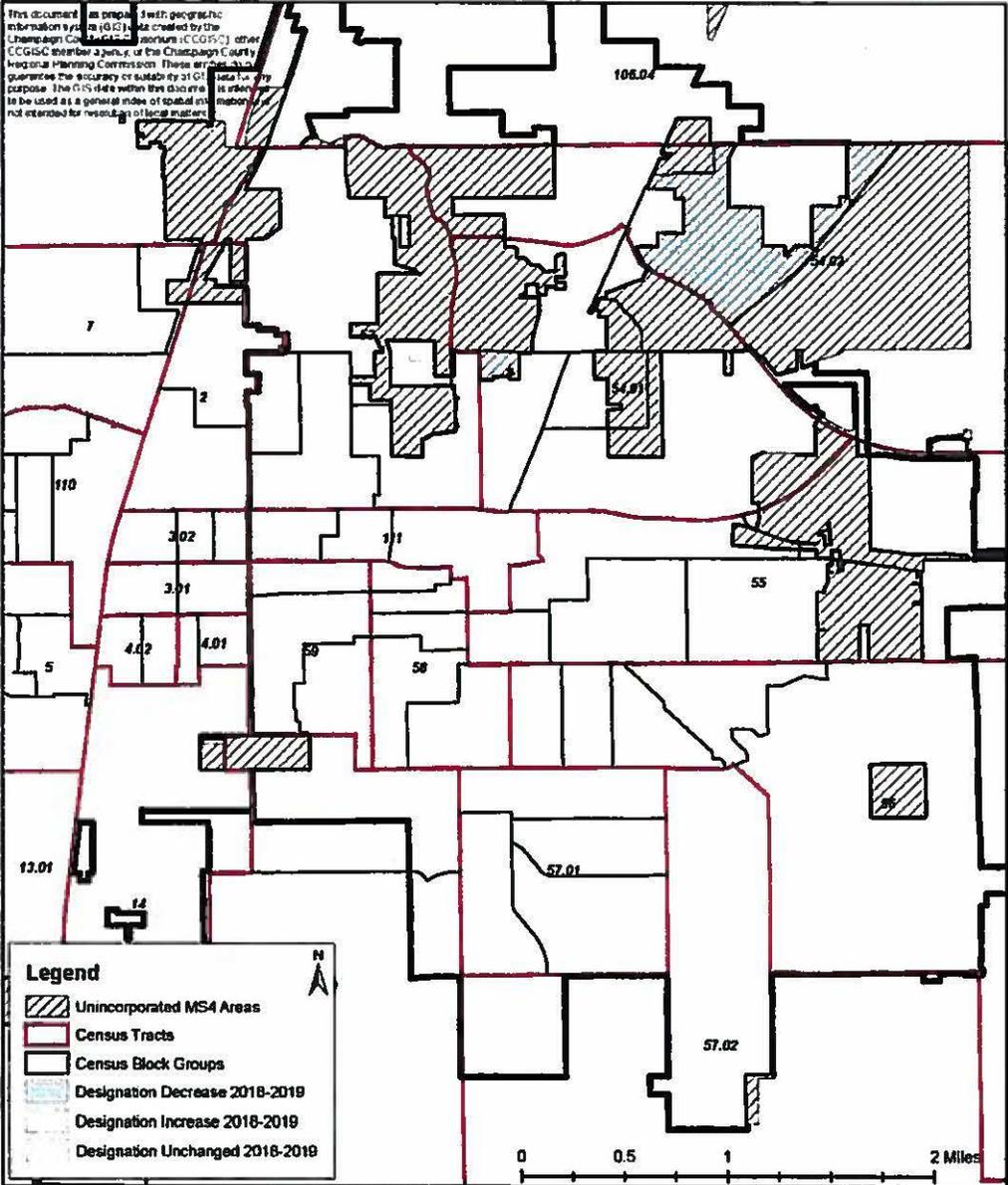
Source: U.S. Census Bureau, 2013-2017 American Community Survey



2018-2019 EJ Designation Change: Urbana Area Detailed Map

Prepared 11 March 2019

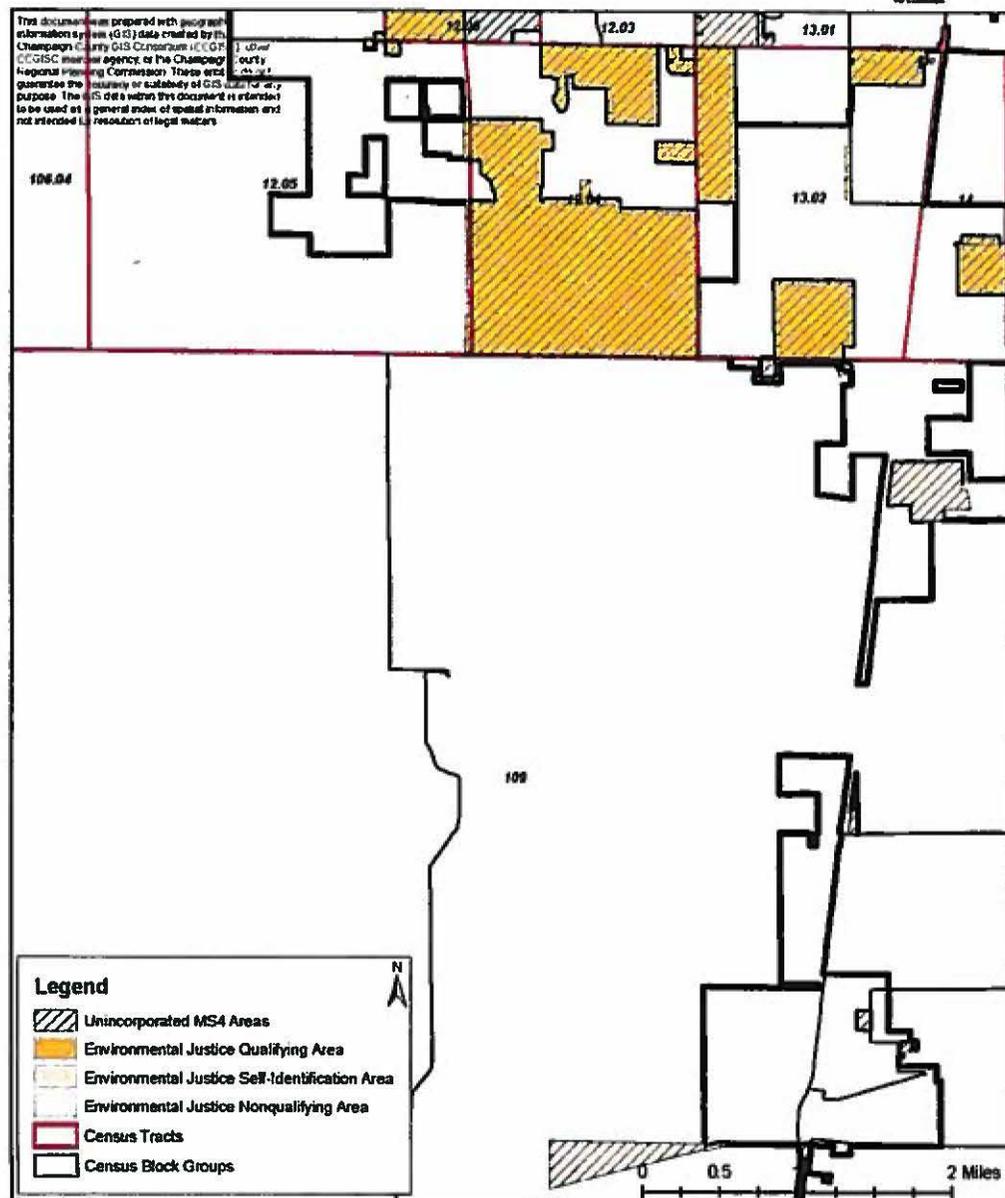
Source: U.S. Census Bureau; 2013-2017 American Community Survey



MS4 Environmental Justice Areas: Savoy Area Detailed Map

Prepared 27 February 2019

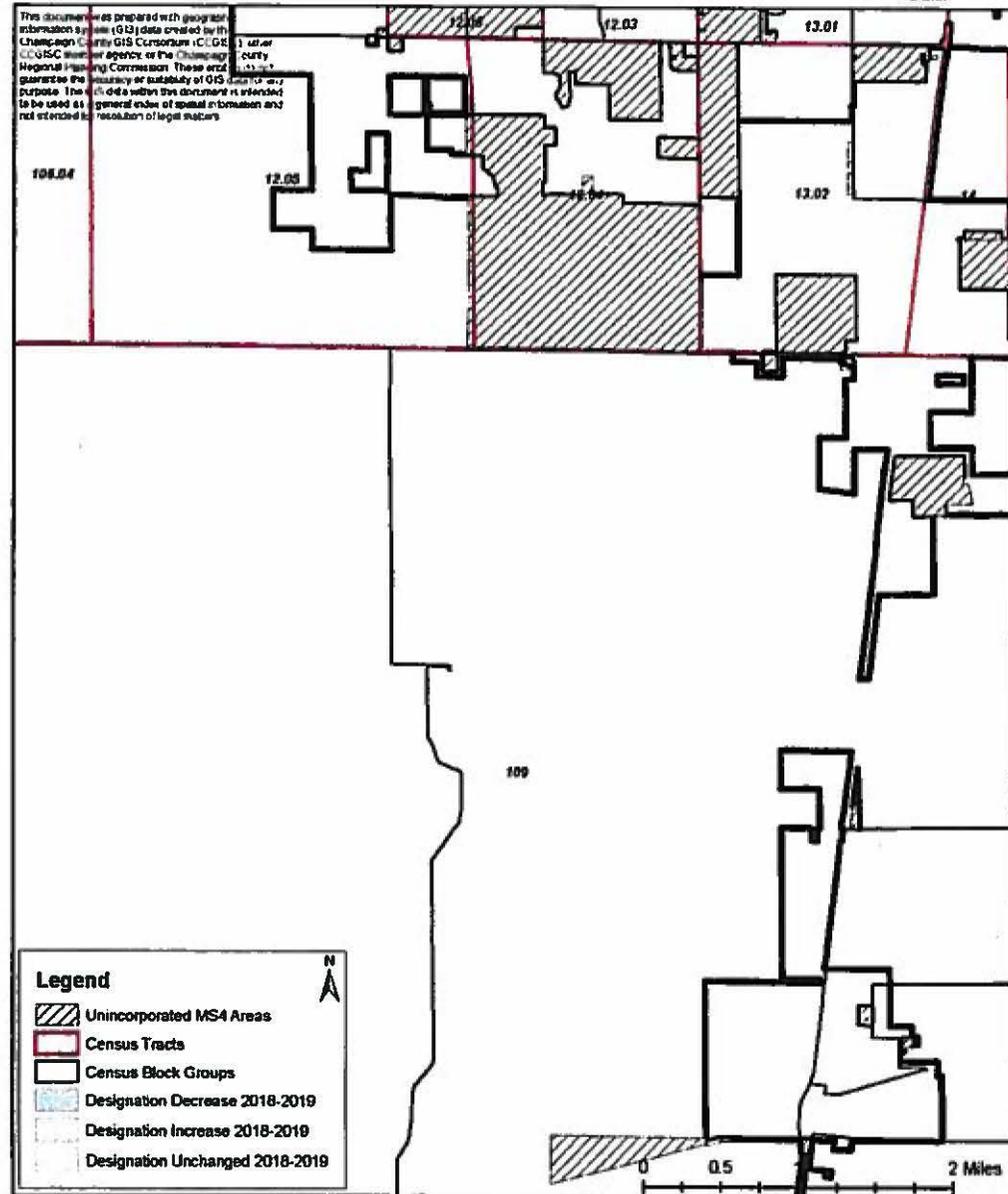
Source: U.S. Census Bureau, 2013-2017 American Community Survey



2018-2019 EJ Designation Change: Savoy Area Detailed Map

Prepared 11 March 2019

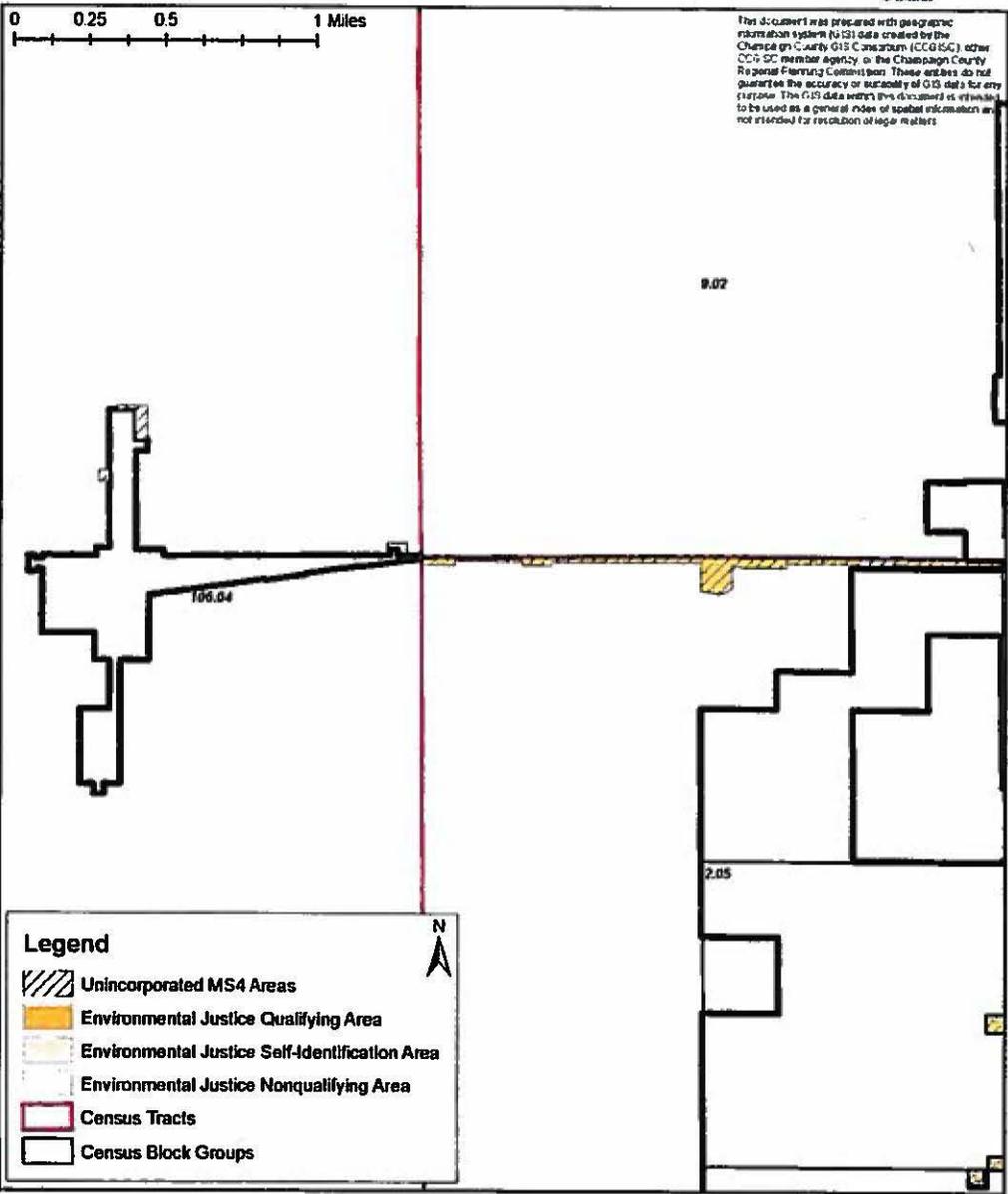
Source: U.S. Census Bureau; 2013-2017 American Community Survey



MS4 Environmental Justice Areas: Bondville Area Detailed Map

Prepared 27 February 2019

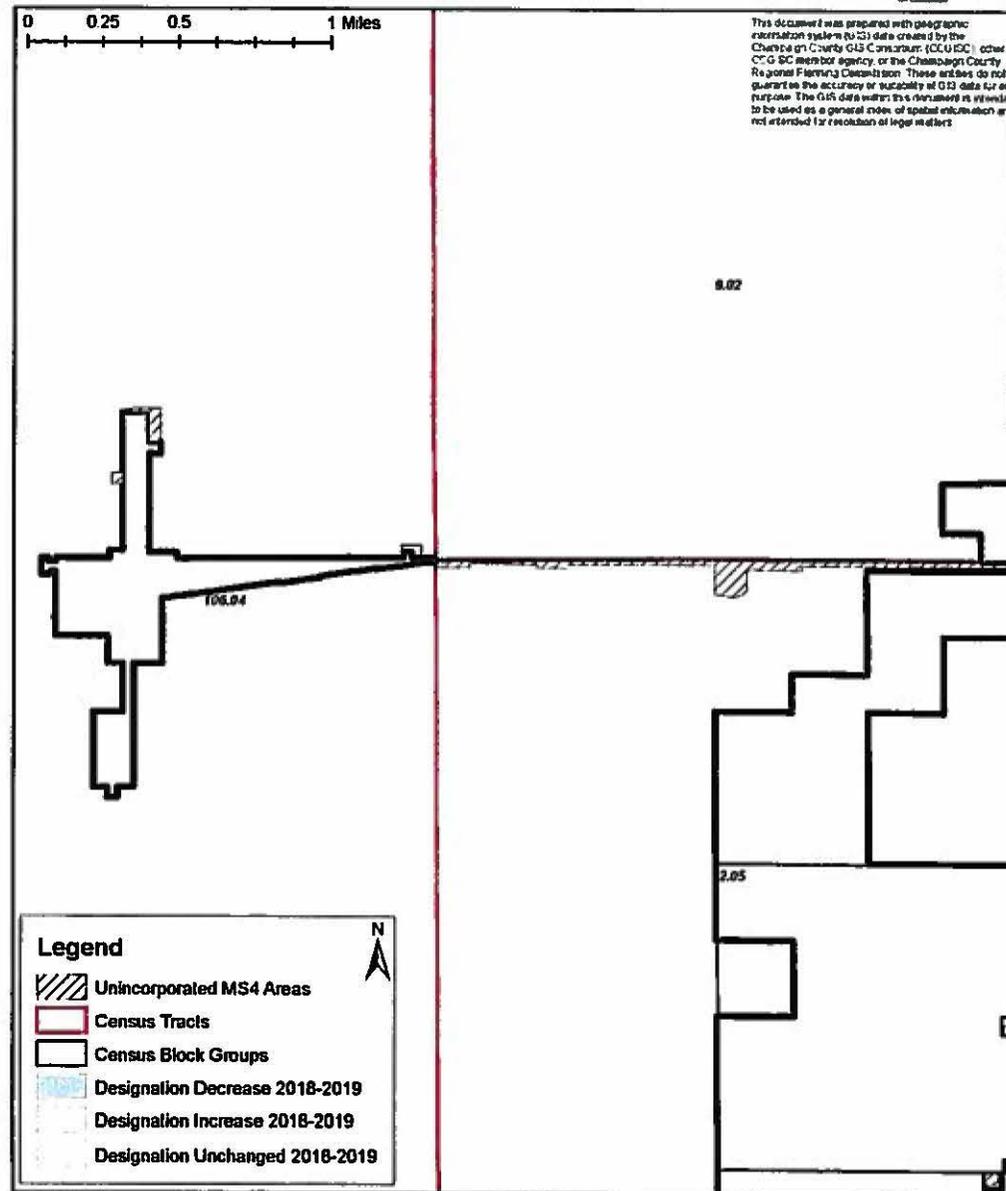
Source: U.S. Census Bureau; 2013-2017 American Community Survey



2018-2019 EJ Designation Change: Bondville Area Detailed Map

Prepared 11 March 2019

Source: U.S. Census Bureau, 2013-2017 American Community Survey





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)

For Office Use Only
 License No. 2019 - ENT - 38
 Date(s) of Event(s) 5/17/19
 Business Name: CRS VENTURES LLC
 License Fee: \$ 10.00
 Filing Fee: \$ 4.00
 TOTAL FEE: \$ 14.00
 Checker's Signature: [Signature]

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

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

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

- A. 1. Name of Business: CRS Ventures LLC
 - 2. Location of Business for which application is made: _____
 - 3. Business address of Business for which application is made: 505 S. Chestnut Champaign, IL 61820
 - 4. Zoning Classification of Property: 510 S. Neil St. Champaign, IL 61820
 - 5. Date the Business covered by Ordinance No. 55 began at this location: 8-10-2011
 - 6. Nature of Business normally conducted at this location: _____
 - 7. Nature of Activity to be licensed (include all forms of recreation and entertainment to be provided): BRICK GRILL
 - 8. Term for which License is sought (specifically beginning & ending dates): CONCERT
FRIDAY MAY 17TH 2019
- (NOTE: All annual licenses expire on December 31st of each year)
- 9. Do you own the building or property for which this license is sought? NO
 - 10. If you have a lease or rent the property, state the name and address of the owner and when the lease or rental agreement expires: Champaign County Fairgrounds
1302 N Coler Ave Urbana, IL 61801
 - 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: _____ 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): _____
Date of Birth: _____ Place of Birth: _____
Social Security Number: _____ Citizenship: _____
If naturalized, state place and date of naturalization: _____
2. Residential Addresses for the past three (3) years: _____

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

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

D. Answer only if applicant is a Corporation:

1. Name of Corporation exactly as shown in articles of incorporation and as registered: CRS Ventures LLC
2. Date of Incorporation: 8-10-2011 State wherein incorporated: DL

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:

510 S. Neil St.
Champaign, IL 61820

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: CHRIS SAUNDERS Title: PRESIDENT
Date elected or appointed: 8-10-2011 Social Security No.: _____
Date of Birth: _____ Place of Birth: Grand Island, Nebraska
Citizenship: YES
If naturalized, place and date of naturalization: _____

Residential Addresses for past three (3) years:

2702 E Castlerock Dr
Urbana, IL 61802

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

GREEN STREET REALTY
510 S. NEIL ST
CHAMPAIGN, IL 61820

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

AFFIDAVIT
(Complete when applicant is an Individual or Partnership)

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

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

[Handwritten Signature]

Signature of Owner or of one of two members of Partnership

Signature of Owner or of one of two members of Partnership

[Handwritten Signature]

Signature of Manager or Agent

Subscribed and sworn to before me this 17 day of April, 2019.



COPY
[Handwritten Signature]
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 of President

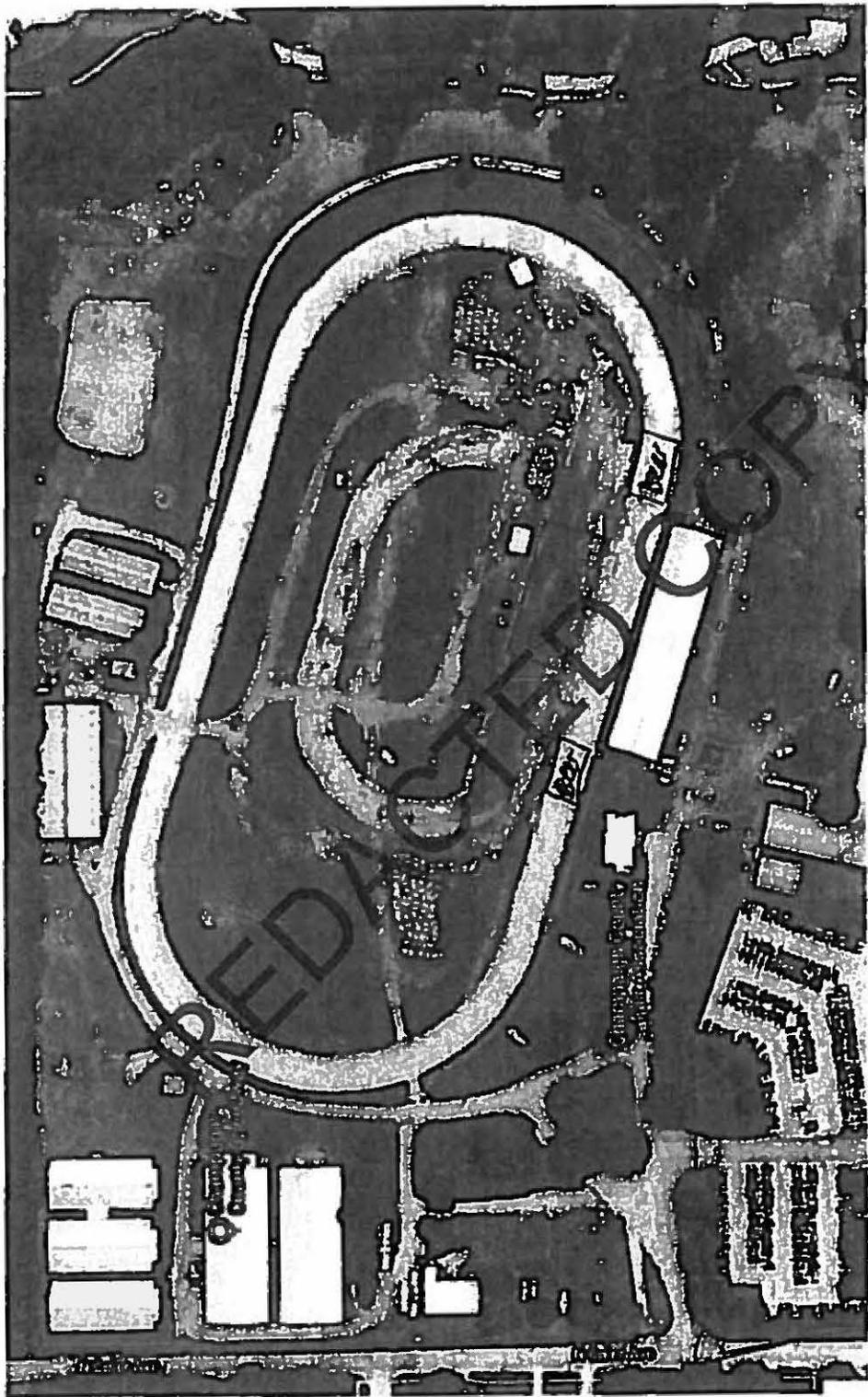
Signature of Secretary

Signature of Manager or Agent

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

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.



Parking



Facility Rental Agreement

This contract for the rental of a venue is made this day, January 16, 2019, by and between the Champaign County Fair Association, hereafter referred to as the Owner, and Inked Entertainment, hereafter referred to as the Renter.

Whereas, the Renter desires to temporarily rent, occupy, and make use of the Owner's venue, located at 1302 N. Coler Ave., Urbana, IL 61801, and known as the Champaign County Fairgrounds, and

Whereas, the Owner agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated;

Now, therefore, the parties agree to the following terms and conditions:

1. To reserve calendar dates, a non-refundable deposit in the amount of 10% of the total rental cost is required with this agreement no later than 30 days prior to event and will be applied to rental charges upon final settlement of accounts. A separate check in the amount of \$1,200 is also required for a damage/security deposit which will be held and returned to the Renter upon settlement, minus any charges for actual damages done to the venue by Renter or his/her associates. Assessment to be done by Fair Personnel at the close of the event.
2. The Renter shall have access to and use of the venue May 27, 2019 for the purpose of hosting the Renter's event; Nelly Concert. All events held at the Champaign County Fairgrounds will fall under the County noise ordinance (Section 3) and must end by 10:00pm each night of the event unless renter obtains a permit from the County.
3. The full rental fee for the use of the venue described in (2) above shall be \$2,300, payable to the Owner no later than thirty (30) days prior to the rental period described in (2) above. Any electrical hookup charges as described in (4) below shall be paid within three (3) days after the rental period described in (2) above.
4. Electrical hookups on the fairgrounds will be used for RV camping, food vendors, and music stages to be additional to the rental rate above. Electrical hookups will be charged at a rate of \$50 for 110 and \$75 for 220 and will be charged for each plug. Otherwise, Renter will furnish all other equipment necessary for its event unless otherwise agreed in writing with Owner. Aladdin Electric is the only authorized company or person allowed to perform electrical work of any kind at the expense of the Renter. This fee also applies to any vendor who requires hard wiring into electrical boxes. There is no charge for water and can only be used with a hose hookup at a spigot.
5. Renter shall remove all personal property, trash, and other items that were not present in the venue when Renter took control of it. Renter is responsible for providing appropriate trash services.
6. Upon Renter's completion of his/her obligations under (3) and (5) above, the Owner shall return to Renter the security deposit minus any amounts deemed necessary to repair damages inflicted upon the venue by Renter and/or Renter's associates, guests, invitees, contractors, and all other persons whatsoever who enter the venue during the rental period, whether or not such persons did so with Renter's knowledge or consent.

7. In the event that the Renter fails to pay the balance due within the time period agreed upon in this contract, interest shall accrue upon the unpaid balance at the rate of 10% per year until it is paid. Renter shall also be liable to owner for any legal fees, court costs, and other expenses associated with collection.

8. Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Owner may incur as a consequence of the actions of Renter or any of Renter's guests while Renter is in control of the venue, and shall indemnify and hold harmless the Owner against any and all legal actions which may arise from Renter's use of the venue.

9. Renter may cancel the Event by notifying Owner by providing notice thirty (30) days or more before the Event Date. In such an event, Owner shall refund to Renter the full amount of the Rental Fee. In the event if the Event is cancelled within thirty (30) days of the Event Date, Owner shall have the right to retain the full Deposit.

10. Any disputes arising under this contract shall be adjudicated in the Owner's local jurisdiction.

In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below.

<p>Renter's Signature, date</p>  <p>01/21/19</p>	<p>Owner's Signature, date</p>
<p>Printed Name</p> <p>Inked Entertainment, LLC by William "Billy" Cowell</p>	<p>Printed Name</p> <p>Bill Alagna, Board President Kent Weeks, Board 1st Vice President</p>
<p>Address</p> <p>619 SW Water St. Suite 3A Peoria, IL 61602</p>	<p>Address</p> <p>1302 N. Coler Ave. Urbana, IL 61801</p>
<p>Phone</p> <p>Cell: (217) 771-8689 billy@inkeden.net cc on FEC: drew@inkeden.net</p>	<p>Phone</p> <p>(217) 367-8461</p>



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: 4-17-19
- 2. Fee Amount Received: \$14.00

Sheriff's Department

- 1. Police Record Approval: _____ Date: 4/22/19
- 2. Credit Check Disapproval: _____ Date: _____

Remarks: No objections Signature: [Signature]

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: _____

Remarks and/or Conditions: _____

REDACTED COPY

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

TO: Environment and Land Use Committee
FROM: John Hall, Champaign County Zoning Administrator
Susan Burgstrom, Champaign County Senior Planner
DATE: May 1, 2019
RE: Update on Direction Regarding Proposed Zoning Ordinance Text
Amendment for PV Solar Farm Requirements in Response to
Municipal Concerns (continued from the 3/7/19 ELUC meeting)

BACKGROUND

At the 3/7/19 meeting the Committee reviewed a memorandum dated 2/27/19 that included a letter received 11/5/18 the from Village of St. Joseph Mayor, the Village of Savoy President, and the Village of Mahomet President requesting re-evaluation of Zoning Ordinance requirements for "solar farm" and proposed changes to the Zoning Ordinance requirements for "solar farm".

The same attachments to the 2/27/19 memorandum are included with this memorandum.

NO COMMENTS RECEIVED TO DATE

No comments regarding the proposed changes have yet been received from relevant municipalities. If no comments are received by the meeting date this item should be continued to the next ELUC meeting.

ATTACHMENTS

- A Letter dated November 5, 2018, from the Village of St. Joseph to the Champaign County Board Chair**
- B Existing Section 6.1.5B.(2) of the Champaign County Zoning Ordinance**
- C Draft Changes to Section 6.1.5B.(2) Champaign County Zoning Ordinance Requirements for Photovoltaic Solar Farms in Response to Municipal Concerns**

VILLAGE OF ST. JOSEPH

207 EAST LINCOLN STREET, P.O. BOX 716 • ST. JOSEPH, ILLINOIS 61873-0716
PHONE 217-469-7371 • FAX 217-469-7019

November 20, 2018

Mr. Pius Welbel, Chair
Champaign County Board
1776 East Washington Street
Urbana, Illinois 61802-4581.

RE: Solar Farm Zoning Text Amendment

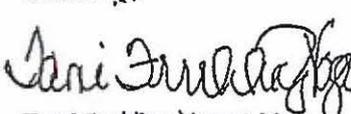
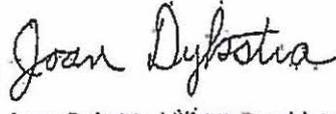
Dear Chairman,

As you're aware, the County Board recently adopted text amendments in the Zoning Ordinance regarding Solar Farms in Champaign County. This has resulted in a flurry of zoning cases whereas many of the applicants are seeking various waivers to the said Ordinance. Of particular interest to the Local Municipalities, is the development of such Solar Farms within the one and one-half mile extraterritorial jurisdiction (ETJ). As we have long experienced; the County and Municipalities must work together within our shared jurisdictional limit that is mutually beneficial and respectful of each agency's planning efforts. This is why it was surprising to learn that the Solar Farm zoning changes did not adhere to the standard ETJ but reduced permitting to the one-half mile limit. In addition; the notification process is concerning given the potential of large-scale developments within our respective planning areas.

Pursuant of your Board Value Teamwork which includes "Intragovernmental Cooperation" and "Collaboration to Achieve Goals" definitions, we are requesting that County Board and/or the Environment and Land Use Committee (ELUC) reevaluate the application requirements for Solar Farms located in Champaign County. Specifically, we request that full ETJ one and one-half-mile distance be enforced when considering any application. In addition, we believe there is an opportunity to improve our collaborative efforts by implementing a requirement for the Municipality to consider a resolution which would accompany the application to the County. This resolution would be considered non-binding regarding the Solar Farm request however it would completely satisfy the notification requirements which has been called into question.

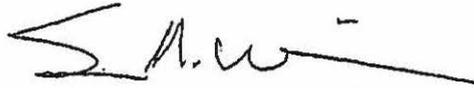
We look forward to your prompt attention to this matter and we stand ready to discuss further.

Sincerely,

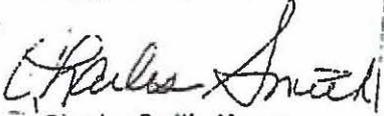
 

Tami Fruhling-Voges, Mayor
Village of St. Joseph

Joan Dykstra, Village President
Village of Savoy



Sean Widener, Village President
Village of Mahomet



Charles Smith, Mayor
Village of Rantoul



Charles White, Mayor
Village of Sidney

RECEIVED

APR 26 2019

CHAMPAIGN CO. P & Z DEPARTMENT

Endorsed by:

Gabe Clements, Mayor
Village of Ogden

Cc: Environment and Land Use Committee Members
Mr. John Hall, Department of Planning and Zoning

MAYOR

Tami Fruhling-Voges

CLERK

Tiffany McElroy-Smetzer

TREASURER

Debbie Routh

TRUSTEES

Andrew Gherna Anthony Laubscher Roy McCarty Art Rapp Bob Rigdon Jim Wagner

The existing Section 6.1.5B.(2) is as follows:

- (2) The PV SOLAR FARM County Board SPECIAL USE permit shall not be located in the following areas:
- a. Less than one-and-one-half miles from an incorporated municipality that has a zoning ordinance unless the following is provided:
 - (a) No part of a PV SOLAR FARM shall be located within a contiguous urban growth area (CUGA) as indicated in the most recent update of the CUGA in the Champaign County Land Resource Management Plan, and there shall be a separation of one-half mile from a proposed PV SOLAR FARM to a municipal boundary at the time of application for the SPECIAL USE Permit, except for any power lines of 34.5 kVA or less and except for any proposed PV SOLAR FARM substation and related proposed connection to an existing substation.
 - (b) The PV SOLAR FARM SPECIAL USE permit application shall include documentation that the applicant has provided a complete copy of the SPECIAL USE permit application to any municipality within one-and-one-half miles of the proposed PV SOLAR FARM.
 - (c) If no municipal resolution regarding the PV SOLAR FARM is received from any municipality located within one-and-one-half miles of the PV SOLAR FARM prior to the consideration of the PV SOLAR FARM SPECIAL USE permit by the Champaign County Board, the ZONING ADMINISTRATOR shall provide documentation to the County Board that any municipality within one-and-one-half miles of the PV SOLAR FARM was provided notice of the meeting dates for consideration of the proposed PV SOLAR FARM SPECIAL USE Permit for both the Environment and Land Use Committee and the County Board.
 - b. Less than one-half mile from the CR Conservation Recreation Zoning District.

1. Revise Section 6.1.5B.(2) as follows:

- (2) The PV SOLAR FARM County Board SPECIAL USE permit shall not be located in the following areas:
- a. Less than one-and-one-half miles from an incorporated municipality that has a zoning ordinance except for any power lines of 34.5 kVA or less and any related proposed connection to an existing substation. Any request for a waiver of this minimum separation shall include unless the following is provided:
 - (a) No part of a PV SOLAR FARM shall be located within a contiguous urban growth area (CUGA) as indicated in the most recent update of the CUGA in the Champaign County Land Resource Management Plan, ~~and there shall be a separation of one-half mile from a proposed PV SOLAR FARM to a municipal boundary at the time of application for the SPECIAL USE Permit, except for any power lines of 34.5 kVA or less and except for any proposed PV SOLAR FARM substation and related proposed connection to an existing substation.~~

{NOTE: The 11/5/18 letter from non-home rule municipalities requested an increase of the required separation to one-and-one-half miles and better notification to municipalities. Increasing the minimum separation distance to more than one-half mile will make all existing approved solar farms “nonconforming” which will interfere with the right to make repairs if an already approved PV SOLAR FARM is damaged to more than 50% of replacement value so changes are also proposed to Section 8 Nonconformities. See proposed changes to Zoning Ordinance Section 8.2.}

- (b) The ZONING ADMINISTRATOR shall notify in writing any municipality that is located within one-and one-half miles of any proposed PV SOLAR FARM upon the receipt of any substantial PV SOLAR FARM SPECIAL USE permit application in addition to any notice otherwise required.
- (b c) The PV SOLAR FARM SPECIAL USE permit application shall include documentation that the applicant has provided a complete copy of the SPECIAL USE permit application to any municipality within one-and-one-half miles of the proposed PV SOLAR FARM.
- (d) Municipal subdivision approval for any PV SOLAR FARM land lease exceeding five years may be required by any relevant municipal authority that has an adopted comprehensive plan and when required said subdivision approval shall be necessary for compliance with Section 13.2.1.

ATTACHMENT C. DRAFT Changes to Section 6.1.5B.(2) PV Solar Farm Requirements
FEBRUARY 27, 2019

- (e) The public hearing for any proposed PV SOLAR FARM that is located within one-and-one-half miles of a municipality that has a zoning ordinance shall occur at a minimum of two BOARD meetings that are not less than 28 days apart to provide time for municipal comments during the public hearing, unless the 28-day comment period is waived in writing by any relevant municipality.
- (d f) For any proposed PV SOLAR FARM that is located within one-and-one-half miles of a municipality that has a zoning ordinance, the ZONING ADMINISTRATOR shall notify said municipality of the recommendation by the BOARD after the close of the public hearing.

{Note: This part of the amendment was not requested in the 11/5/18 letter from non-home rule municipalities but a communication to any affected municipality at the end of the public hearing is reasonable to ensure good coordination.}

- (e g) After the initial review of the BOARD recommendation for the PV SOLAR FARM SPECIAL USE permit by the Environment and Land Use Committee of the COUNTY BOARD, if the Environment and Land Use Committee makes a preliminary determination to accept the BOARD recommendation, the PV SOLAR FARM SPECIAL USE permit shall remain at the Environment and Land Use Committee for a maximum 30-day comment period, or until the next regularly scheduled meeting, to allow comments regarding the PV SOLAR FARM SPECIAL USE permit to be received from any relevant municipal authority prior to the Environment and Land Use Committee recommendation to the County Board, unless the municipal comment period is waived in writing by any relevant municipality. If a PV SOLAR FARM is not located within one-and-one-half miles of a municipality the Environment and Land Use recommendation can be referred to the County Board without a municipal comment period.

{NOTE: This part of the amendment was not requested in the 11/5/18 letter from non-home rule municipalities but is consistent with comments made by some municipal planning staffs and should facilitate consideration by non-home rule municipalities. Note that the same review described above could be added under Section 9.2 Amendments to formalize the review of text amendments.}

- (e h) If no municipal resolution regarding the PV SOLAR FARM is received from any municipality located within one-and-one-half miles of the PV SOLAR FARM prior to the consideration of the PV SOLAR FARM SPECIAL USE permit by the Champaign County Board, the ZONING ADMINISTRATOR shall provide

documentation to the County Board that any municipality within one-and-one-half miles of the PV SOLAR FARM was provided notice of the meeting dates for consideration of the proposed PV SOLAR FARM SPECIAL USE Permit for both the Environment and Land Use Committee and the County Board.

2. Add the following to Section 8.2.3 at the end:

The requirements of Section 8.2.3 shall not apply to any PV SOLAR FARM authorized prior to {effective date of this amendment} or PV SOLAR FARM equipment that is in the process of being repaired or replaced.

{Note: This part of the amendment was not requested in the 11/5/18 letter from non-home rule municipalities but is recommended to correct for making recently authorized PV SOLAR FARMS “nonconforming”. This part of the amendment makes clear that any recently authorized PV SOLAR FARM that later fails to operate and is in the process of being repaired will not lose its zoning right to operate.}

3. Add new Section 8.2.4 as follows:

8.2.4 For purposes of applicability of this Section 8.2 to any PV SOLAR FARM, any PV SOLAR FARM for which a SPECIAL USE permit had been authorized prior to {effective date of this amendment}, said PV SOLAR FARM may be constructed in compliance with the SPECIAL USE permit and subject to a duly approved Zoning Use Permit so long as the construction shall be consistent with the SPECIAL USE permit expiration requirements of Section 6.1.5T. and any special conditions of approval that may be applicable.

{Note: This part of the amendment was not requested in the 11/5/18 letter from non-home rule municipalities but is recommended to correct for making recently authorized PV SOLAR FARMS “nonconforming”. This part of the amendment corrects for that part of Section 8.2 that refers to ‘...a lawful USE of land exists...’ and it makes clear that any recently authorized PV SOLAR FARM may be constructed pursuant to the standard requirement of a Zoning Use Permit, provided that the Special Use Permit has not expired.}

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

TO: Environment and Land Use Committee
FROM: John Hall, Champaign County Zoning Administrator
Susan Burgstrom, Champaign County Senior Planner
DATE: May 1, 2019
RE: Update on Direction Regarding Proposed Zoning Ordinance Text
Amendment for PV Solar Farm Requirements Other than in Response
to Municipal Concerns (continued from the 3/7/19 ELUC meeting)

BACKGROUND

At the 3/7/19 meeting the Committee reviewed a memorandum dated 2/27/19 that included two proposed changes to the Zoning Ordinance. Those changes are included as Attachment A.

The 2/27/19 memorandum also referred to another proposed change involving the minimum required credit rating for financial institutions headquartered in Champaign County providing solar farm financial assurance. No draft language was included for this proposed change in that 2/27/19 memo.

ALTERNATIVE MINIMUM CREDIT RATING FOR FINANCIAL INSTITUTIONS HEADQUARTERED IN CHAMPAIGN COUNTY

The Zoning Ordinance currently requires that a financial institution providing financial assurance for solar farm decommissioning must have a minimum corporate debt rating of "A" by S&P or "A2" by Moody's. Staff has been contacted about establishing alternative minimum credit ratings for banks headquartered in Champaign County.

An alternative minimum credit rating for banks headquartered in Champaign County that provide financial assurance for solar farm decommissioning is proposed in Attachment B.

The proposed alternative minimum credit rating for banks headquartered in Champaign County is approximately the same as the minimum corporate debt ratings from S&P or Moody's so there should be little or no added risk to Champaign County arising from this proposed change.

It is assumed there is only one bank headquartered in Champaign County that will be able to meet these minimum credit ratings.

The proposed changes in this memorandum have been referred to the State's Attorney's Office for legal review.

ATTACHMENTS

- A 2/27/19 Proposed Changes to Champaign County Zoning Ordinance other than in Response to Municipal Concerns**
- B Alternative Minimum Required Credit Rating for Financial Institutions Headquartered in Champaign County**

ATTACHMENT A. Proposed Changes to Zoning Ordinance Other Than in Response to Municipal Concerns

FEBRUARY 27, 2019

1. Delete existing Section 6.1.5B.(2)b.:

b. ~~Less than one half mile from the CR Conservation Recreation Zoning District.~~

{Note: This part of the amendment is not related to the 11/5/18 letter from non-home rule municipalities. Based on the reviews of recently authorized PV SOLAR FARMS, a minimum separation from the CR Conservation Recreation Zoning District is not necessary and should be eliminated from the Ordinance.}

2. Amend Section 8.3.2 to read as follows (proposed new text is underlined):

8.3.2 Should such STRUCTURE be destroyed by any means to an extent of more than 50% of its replacement cost at the time of destruction, it shall not be reconstructed unless a VARIANCE is granted by the BOARD in accordance with Section 9.1.9. The BOARD may authorize such a VARIANCE prior to such STRUCTURE incurring any damage or destruction.

{Note: This part of the amendment was not requested in the 11/5/18 letter from non-home rule municipalities and is not related to any recently authorized PV SOLAR FARM. This part of the amendment makes it clear that an owner can apply for a variance to replace a nonconforming structure prior to the structure actually being destroyed.}

**ATTACHMENT B. Alternative Minimum Credit Rating for Financial Institutions Headquartered
in Champaign County, Illinois**
MAY 1, 2019

Revise Section 6.1.5 Q.(4)e. as follows:

- e. The long term corporate debt (credit) rating of the letter of credit issuing financial institution by both Standard & Poor's Financial Services LLC (S&P) and Moody's Investors Service (Moody's) shall be equal to or greater than the minimum acceptable long term corporate debt (credit) rating, as follows:
 - (a) The Zoning Administrator shall verify the long term corporate debt (credit) rating of the proposed financial institution by both Standard & Poor's Financial Services LLC (S&P) and or Moody's Investors Service (Moody's).
 - (b) The minimum acceptable long term corporate debt (credit) rating of the proposed financial institution shall be a rating of "A" by S&P or a rating of "A2" by Moody's.
 - (c) Notwithstanding the requirements of Section 6.1.5Q.(4)e.(a)-(b), if the financial institution issuing the letter of credit is headquartered in a municipality within Champaign County, Illinois, an alternative minimum acceptable credit rating shall be a rating of "A-" by the Kroll Bond Rating Agency and shall be verified by the Zoning Administrator.
 - (e d) Whenever the most current long term corporate debt (credit) rating of the proposed financial institution by either S&P or Moody's or, in the case of a financial institution headquartered in a municipality in Champaign County, Illinois, the Kroll Bond Rating Agency is lower than the minimum acceptable long term corporate debt (credit) rating, the letter of credit shall be replaced with a new irrevocable letter of credit from an issuing financial institution whose most current long term corporate debt (credit) rating by either S&P or Moody's meets or exceeds the minimum acceptable long term corporate debt (credit) rating.

**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**

TO: Environment and Land Use Committee
FROM: John Hall, Director
DATE: May 1, 2019
RE: Resolution Authorizing the Execution of an Intergovernmental Agreement to Provide for Champaign County Participation in a Land Bank with the Vermilion County Land Bank (Update on Champaign County Land Bank Project)

BACKGROUND

Notes from the latest Champaign County Land Bank Project Meeting are included as Attachment A. Note that most of the meeting attendees were from Rantoul.

VERMILION COUNTY LAND BANK AUTHORIZES AMENDING BYLAWS TO ALLOW NEW MEMBERS FROM OUTSIDE VERIMILION COUNTY

The Vermilion County Land Bank Authority recently voted to authorize amending their bylaws to allow members from outside Vermilion County to join, so that Champaign County jurisdictions could join the land bank. Those bylaws have not yet been amended.

A copy of the existing unsigned Intergovernmental Agreement and Bylaws for the Vermilion County Land Bank Authority is included as Attachment B.

COSTS FOR CHAMPAIGN COUNTY MEMBERSHIP IN JOINT LAND BANK

The cost of membership for Champaign County to join the land bank is expected to be similar to the cost for Vermilion County to join the Vermilion County Land Bank Authority. For the first three years of membership in the land bank Vermilion County paid \$50,000 for year one; \$40,000 for year two; and \$5,000 for year three.

It is possible that the total cost for Champaign County membership could be a contribution of cash and/or real property and/or in-kind contribution but that is yet to be determined. Champaign County currently has three properties acquired through demolition of dangerous structures and a land bank could provide a means of disposal of such properties. The appraised values of those three properties total approximately \$34,000.

An ongoing contribution may also be required beyond the first three years but the hope is that the land bank will be self-supporting after three years.

BENEFITS OF CHAMPAIGN COUNTY MEMBERSHIP IN A LAND BANK

It is difficult to estimate the benefits to Champaign County from membership in a land bank. The most likely benefit is as a means of disposing of properties that Champaign County acquires from demolition of dangerous structures.

Because the land bank is a form of intergovernmental agreement there could be some benefit to the land bank from having Champaign County as a member, but that is a legal question that may need researched.

DEFERRAL TO JUNE MEETING

This item does not require action this month and can be continued to the June meeting.

ATTACHMENTS

- A Notes from the April 18, 2019 Champaign County Land Bank Meeting**
- B Intergovernmental Agreement and Bylaws for Vermilion County Land Bank Authority (unsigned)**



**Champaign County Land Bank -in formation
Project Update Meeting**

**April 18, 2019, 10:30 AM
Village of Rantoul, 333 S Tanner**

Notes

1. **Attending: Darlene Kloeppel, Mark Shields, John Hall, Champaign County; Chuck Smith, Scott Eisenhauer, Ken Turner, Rantoul; Jasmine Boyce, Thomasboro; Eric Vences, Rantoul Airport Authority; Brian White, Consultant.**
2. **Update and discussion on Vermilion County Land Bank proposal**

Vermilion County Land Bank Authority (VCLBA) voted 18-1 to authorize amending their bylaws to allow members from outside Vermilion County. This vote was specifically taken to allow members from Champaign County to join.

The group discussed a number of issues, including how the land bank would be funded, staffing, voting rights, a proposed requirement that all members financially support the land bank, and how to assist communities with varying degrees of capacity and interest.

- **It is anticipated that the initial funding of the land bank could comprise 2 grants from IHDA, which combined total \$450,000. Additional funding would be secured from ongoing resource development activities, fees for services, and transaction proceeds.**
- **Staffing would comprise a new Executive Director and 2 additional staff, which would include the current VCLBA staff in a part-time or advisory capacity. Staff would be hired as needed; in-kind staffing support or services to offset the need for new staff would be explored.**
- **Each member would be required to commit to support the land bank through a contribution that could include a cash grant, contributions of real property, in-kind goods and services, or something with cash value**

equivalency. How much support and what form is to be determined, but the initial ask is for a 3-year commitment, to ensure the land bank has adequate time. The group also discussed that the bylaws could stipulate conditions on where funds had to be expended and what portions might be allocated to general operating expenses.

- The land bank would provide on-call services to member communities, so communities would ultimately decide whether and how to use the land bank in their respective jurisdictions. The land bank would not be authorized to act in a jurisdiction without the governing body authorizing it via adoption of the land bank IGA AND express approval of the project or activity in question.

After discussion, Brian White recommended a working group of representatives from Champaign and VCLBA meet and begin addressing key operational issues, including, but not limited to: amending the bylaws; establishing a 3-year budget and strategic plan; establishing a staffing plan; reviewing and revising governing documents; and, extending membership to Champaign County members. He also recommended that the new land bank board plan to take refresher training on land banking in Illinois, so that all members shared a baseline knowledge.

3. Next steps

Brian White and Ken Turner will contact VCLBA.

4. Next meeting

TBD (May 16 or 17 or 18???)

Notes prepared by Brian White

INTERGOVERNMENTAL AGREEMENT AND BY-LAWS

**AN AGREEMENT TO ESTABLISH THE
VERMILION COUNTY LAND BANK AUTHORITY**

This Intergovernmental Contract and By-Laws Agreement is entered this the _____ day of _____ 2016 by and among the undersigned units of local government (each a "Member") for the purpose of creating and establishing an intergovernmental entity to administer and operate a land bank in Vermilion County (the "County"). The land bank will be a separate entity whose purpose will be to administer and carry out the objectives of this Agreement, in accordance with the terms of this Agreement, as written or amended in accordance with its terms. This Agreement is made pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 (the "Constitution") and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) (the "Act") and has been authorized by the corporate authorities of each Member.

WHEREAS, in recent years a substantial number of properties in the County have become vacant, dilapidated, and non-revenue generating; and

WHEREAS, these properties contain numerous violations of health and safety ordinances, contribute to the blight and deterioration within the County, and impose a significant economic burden upon municipalities within the County; and

WHEREAS, there exists within the County the need for (i) the creation of safe, decent housing for existing and future residents, (ii) the return of abandoned properties to productive use including, but not limited to, the payment of tax revenues, (iii) opportunities for the revitalization of deteriorating residential, retail, industrial and commercial neighborhoods, and (iv) available properties for use as public parks, green spaces, water retention and other public purposes; and

WHEREAS, the Members desire to enter into this cooperation agreement to create an intergovernmental entity as an independent land banking authority in order to address most efficiently and effectively these needs within the County; and

WHEREAS, the Members wish to exercise their governmental powers, enumerated herein, for the benefit of the Land Bank and its Members

WHEREAS, the Members agree that the establishment of such an authority would be beneficial to the people and local governments within the County;

NOW, THEREFORE, the Members agree to the following terms in accordance with the authority set forth in the Illinois Constitution and laws of the State of Illinois:

ARTICLE I

AUTHORITY

Section 1.01. Authority. This Agreement is entered into pursuant to the authority set forth in Article VII, Section 10 of the Illinois Constitution and the laws of the State of Illinois set forth in 5 ILCS 220/1 *et seq.*, and the authority granted to governments by Constitutional and statutory powers.

ARTICLE II PURPOSE

Section 2.01. Purpose. Pursuant to and in accordance with this Agreement, the Members shall jointly form and operate a land banking authority, named Vermilion County Land Bank Authority (the "Land Bank"), to foster the public purpose of combating community deterioration by returning property to productive use in order to provide open space, housing, industry, and employment for citizens within the County.

Section 2.02. Duties. In carrying out its purpose, the Land Bank shall, in accordance with applicable laws, codes, policies and procedures approved by the Land Bank Board and otherwise without limitation, manage and dispose of certain real and personal property and perform other functions, services, and responsibilities as may be assigned to the Land Bank by its Members.

ARTICLE III CREATION OF THE LAND BANK

Section 3.01. Creation and Legal Status of the Land Bank. The Members agree to cause the creation of the Land Bank as an intergovernmental entity to implement the functions, services, and responsibilities contemplated by this Agreement.

Section 3.02. Title to Land Bank Assets. Except as otherwise provided in this Agreement, the Land Bank shall have exclusive title to all real property transferred to, purchased by, or otherwise acquired by the Land Bank. No Member shall have an ownership interest in any real or personal property held in the Land Bank's name.

Section 3.03. Compliance with Law. The Land Bank shall comply with all applicable federal and State laws, rules, regulations, and orders.

Section 3.04. Relationship of Members. The Members agree that no Member shall be responsible or liable, in whole or in part, for the acts of the Land Bank, or the employees, agents, and servants of the Land Bank, or any other Member acting separately or in conjunction with the implementation of this Agreement. The Members shall only be bound and obligated under this Agreement as expressly agreed to by each Member. No Members may obligate any other Member. No member shall be obligated or liable for any debt, obligation, or liability of the Land Bank.

Section 3.05. No Third-Party Beneficiaries. Except as otherwise specifically provided, this Agreement does not create in any person or entity other than a Member any direct or indirect

benefit, obligation, duty, promise, right to be indemnified, right to be subrogated to any Member's rights under this Agreement, and/or any other right or benefit.

ARTICLE IV
POWERS OF THE LAND BANK

Section 4.01. Powers of the Land Bank. The Members hereby confer upon the Land Bank, to the full extent of the Member's constitutional and statutory authority, the authority to do all things necessary or convenient to implement the purposes, objectives, and provisions of this Agreement, and take all related actions. Among other powers, the Land Bank shall exercise and enjoy the authority of its home rule Member, the Village of Tilton, to:

- (a) Purchase, accept or otherwise acquire real and personal property from any entity, including, but not limited to, other governmental units and private third parties;
- (b) Hold real and personal in its name of the Land Bank for the purposes set forth herein;
- (c) Sell real and personal property held by the Land Bank to any entity, including, but not limited to, other governmental units and private third parties
- (d) Extinguish past due tax liens to the extent permitted by law;
- (e) Exercise the statutory authority of its Members to take removal action, lien property, foreclose on liens, and petition a Circuit Court for a declaration of abandonment pursuant to 65 ILCS 5/11-31-1(d), an agent of an individual Member;
- (f) Sue and be sued in its own name, including, defending the actions of the Land Bank;
- (g) Borrow money and issue notes through the Land Bank;
- (h) Enter into contracts and other instruments in any capacity, necessary, incidental, or convenient to the performance of the Land Bank's duties and the exercise of its powers, including, but not limited to, agreements with Members or other local governments regarding the disposition of Land Bank properties located within their respective municipal boundaries;
- (i) Solicit and accept gifts, grants, labor, loans, and other aid from any person or entity, or the federal government, the State of Illinois, or a political subdivision of the State of Illinois, or any agency of the federal government;
- (j) Procure insurance or another method to reduce loss in connection with the property, assets, or activities of the Land Bank;
- (k) Invest money of the Land Bank, in instruments, obligations, securities, or property which are permitted investments of a unit of local government;

- (l) Employ legal and technical consultants, other officers, agents, or employees, to be paid from the funds of the Land Bank. The Land Bank shall determine the qualifications, duties, and compensation of those it employs. The Board of Directors of the Land Bank may delegate to one or more, officers, agents, or employees any powers or duties it considers proper;
- (m) Contract for goods and services and engage personnel as necessary, to be paid from the funds of the Land Bank;
- (n) Study, develop, and prepare any reports or plans the Land Bank considers necessary to assist it in the exercise of its powers under this Agreement and to monitor and evaluate the progress of the Land Bank under this Agreement;
- (o) Enter into contracts for the demolition of, the maintenance, management, and improvement of, the collection of rent from, or the sale of real property held by the Land Bank;
- (p) Acquire properties, without a cash bid, from the Vermillion County Trustee for Taxing Districts, through the entity appointed as Tax Agent pursuant to 35 ILCS 200/21-90,
- (q) Exercise authority held by the County pursuant to 35 ILCS 200/21-90, in concert with the Vermillion County Trustee for Taxing Districts, through the entity appointed as Tax Agent pursuant to 35 ILCS 200/21-90; and
- (r) Do all other things necessary or convenient to achieve the objectives and purposes of the Land Bank or other laws that relate to the purposes and responsibilities of the Land Bank.

Section 4.02. Limitation on Political Activities. The Land Bank shall not spend any public funds on political activities.

Section 4.03. Non-Discrimination. The Land Bank shall comply with all applicable laws prohibiting discrimination. The Land Bank shall not fail or refuse to hire, recruit, or promote; demote; discharge; or otherwise discriminate against a person with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Land Bank shall not provide services in a manner that discriminates against a person with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability, or genetic information that is unrelated to the person's ability to receive services from the Land Bank.

ARTICLE V
BOARD OF DIRECTORS

Section 5.01. Land Bank Board Composition. The Land Bank shall be governed by the Board of Directors (the “Board”), which shall be comprised of two (2) categories of directors:

A. Local Government Directors.

The local government Members shall appoint, by resolution of their governing bodies, a representative(s) to serve as a Local Government Director of the Land Bank’s Board, in accordance with the terms of this section. The Member’s Local Government Director(s) shall be either: (i) the Member’s Chairman/President/Mayor, (ii) a member of the Member’s governing council, board, planning commission or similar government body; or (iii) an employee or agent of the Member.

As a Member, Vermilion County shall appoint by resolution of its governing body three (3) representatives to serve for a three-year term as Local Government Directors of the Land Bank.

As a Member, the Village of Tilton shall appoint by resolution of its governing body two (2) representatives to serve for a three-year term as Local Government Directors of the Land Bank.

Additional local government Members (“Additional Member”) shall each appoint, by resolution of their governing bodies, one (1) representative to serve for a three-year term as a Local Government Director of the Land Bank

All Local Government Directors serve until a successor is appointed. All Local Government Directors shall have equal voting rights. A Local Government Director may assign his/her voting powers to a proxy for one or more meetings. The proxy must be an eligible Local Government Director under the criteria set forth in this Section. The temporary proxy assignment must be in written form, identify the duration of the assignment, contain an original signature of the Local Government Director, and be presented to the Chairperson of the Land Bank’s Board of Directors prior to the effective date of the assignment.

- B. Expert Directors.** The Board’s Local Government Directors shall appoint up to five (5) directors who have experience in fields related to the objectives and functions of the Land Bank, including real estate development, community development, economic development, finance, urban planning, affordable housing, or other related areas (“Expert Director”). Expert Directors shall serve for a term of two years and shall serve until a successor is appointed. Expert Directors shall be authorized to vote on all final Board or Land Bank actions.

The Expert Directors shall consist of at least: a) one (1) individual representing Vermilion Advantage, or a successor economic development board; b) one (1) individual representing the banking community; c) one (1) individual representing real

estate development; and d) one (1) individual with experience in real estate transactions.

Section 5.02. Removal. A member of the Land Bank Board appointed under Section 5.01 may be removed for any reason deemed in the best in interests of the Land Bank by action of the Board of Directors.

Section 5.03. Vacancies. Any vacancy among the Board caused by death, resignation, disqualification, or removal shall be filled as soon as practicable. The vacancy shall be filled for the remainder of the unexpired term in the same manner as the original appointment.

Section 5.04. Election and Duties of Officers. A Chairperson, Vice-Chairperson, and Secretary/Treasurer (collectively "Officers") shall be elected from the pool of Local Government Directors, by a majority vote of the Board of Directors, to serve two year terms.

- A. **Chairperson.** The Chairperson shall be the principal executive officer of the Land Bank and shall preside at all meetings of the Board of Directors. Subject to any policies adopted by the Board of Directors, the Chairperson shall have the right to supervise and direct the management and operation of the Land Bank and to make all decisions as to policy and otherwise which may arise between meetings of the Board of Directors, and the other officers and employees of the Land Bank shall be under the Chairperson's supervision and control during such interim. The Chairperson shall give, or cause to be given, notice of all meetings of the Board of Directors. The Chairperson's duties shall include execution of all deeds, leases, and contracts of the Land Bank authorized by the Board. The Chairperson shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe.
- B. **Vice-Chairperson.** The Vice-Chairperson, shall, in the absence or disability of the Chairperson, perform the duties and have the authority and exercise the powers of the Chairperson. The Vice Chairperson shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the Chairperson may from time to time delegate.
- C. **Secretary/Treasurer.** The Secretary/Treasurer shall be responsible for all of the following tasks:
 1. The Secretary/Treasurer shall take, keep, and file the minutes of all meetings. The Secretary/Treasurer shall assure that all votes, actions and the minutes of all Board meetings are recorded and shall perform like duties for the Executive and other committees when required.
 2. The Secretary/Treasurer shall be responsible financial oversight of the Land Bank. The Secretary/Treasurer shall ensure the Land Bank has the custody of the Land Bank funds and securities and shall ensure that the Land Bank keeps full and accurate accounts of receipts and disbursements of the Land Bank, and shall ensure that all the deposit of monies and other valuables are in the name

and to the credit of the Land Bank into depositories designated by the Board of Directors.

3. The Secretary/Treasurer shall ensure the disbursement of funds of the Land Bank as ordered by the Board of Directors, and that financial statements are prepared each month or at such other intervals as the Board of Directors shall direct.
4. The Secretary/Treasurer shall be under the supervision of the Chairperson. The Secretary/Treasurer shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the Chairperson may from time to time delegate.

Section 5.05. Meetings. The Land Bank Board shall meet at least annually. The place, date, and time of the Land Bank Board's meetings shall be determined at the discretion of the Land Bank Board in accordance with all applicable Illinois laws. The Land Bank Board may meet at any time and at any frequency that is consistent with Illinois law. Meetings may be called by the Chairperson or any two voting members of the Land Bank Board. To the extent it applies, meetings shall be held in compliance with the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* ("Open Meetings Act").

Section 5.06. Quorum and Voting. A quorum shall be necessary for the transaction of any business by the Land Bank Board. A majority of the voting members of the Land Bank Board, which must include a majority of the Local Government Directors appointed and serving, shall constitute a quorum for the transaction of business. Except as otherwise provided in this Agreement, the Land Bank Board shall only act: 1) in meetings attended by a quorum of the Board; and 2) by a majority vote of all Local Government and Expert Director present, provided that such voting majority includes a majority of Local Government Directors appointed and serving. No action shall be approved by the Land Bank Board without the approval of a majority of Local Government Board members appointed and serving. The Board can permit electronic or remote attendance in accordance with the Open Meetings Act.

Section 5.07. Records of Meetings. Minutes shall be transcribed at all meetings, approved by the Land Bank Board, and maintained by the Land Bank.

Section 5.08. Executive Committee. The Land Bank Board may choose Directors to serve on an Executive Committee. The Executive Committee shall include the officers of the Land Bank. The Executive Committee shall exercise such powers and responsibilities as are granted it in the motion creating the Committee, and in later amendments to the motion.

Section 5.09. Other Committees. The Board of Directors may provide for such other committees consisting in whole or in part of persons who are not directors of the Land Bank, as it deems necessary or desirable, and discontinue any such committee at its pleasure. To the extent allowed by this Agreement, each such committee shall have such powers and perform such specific duties or functions prescribed to it by the Land Bank Board.

Section 5.10. Fiduciary Duty. The members of the Land Bank Board have a fiduciary duty to conduct the activities and affairs of the Land Bank in the Land Bank's best interests. The members of the Land Bank Board shall discharge their duties in good faith and with the care an ordinarily prudent individual would exercise under similar circumstances.

Section 5.11. Compensation. The members of the Land Bank Board shall receive no compensation for the performance of their duties. The Land Bank may reimburse members of the Land Bank Board for actual and necessary expenses incurred in the discharge of their official duties.

Section 5.12. Conflict of Interest. No member of the Land Bank Board shall vote on any matter in which such Director or any parent, spouse, child, partner, employer, client or similar business or personal relationship or entity has an interest in any property or business that would be affected by such action. Directors shall annually disclose all known conflicts of interest. In the event that a Director abstains from a specific vote due to a conflict of interest, the conflict shall be identified in the Board's meeting minutes.

ARTICLE VI

PROVISIONS FOR STAFFING AND RETENTION OF OUTSIDE SERVICES

Section 6.01. Employment and Compensation of Staff. The Land Bank shall directly employ, through contract or otherwise, any staff deemed necessary to carry out the duties and responsibilities of the Land Bank. In the event that the Land Bank employs any individual, by contract or otherwise, the Land Bank Board shall have the authority to set the terms and conditions of employment, including benefits and compensation. The Land Bank, its Board and Executive Committee may also retain independent contractors.

ARTICLE VII

PROPERTY ACQUISITION, MANAGEMENT, AND DISPOSITION

Section 7.01. Acquisition of Property. Except as otherwise provided in this Agreement, the Land Bank may exercise the powers of an Illinois intergovernmental entity and the powers of its non-home rule or of its home rule Members to acquire by gift, devise, transfer, exchange, foreclosure, purchase, or any other means real or personal property or rights or interests in real or personal property on terms and conditions and in a manner the Land Bank considers proper or necessary to carry out the purposes of this Agreement. Unless otherwise indicated by the Board, the Land Bank will exercise the Village of Tilton's home rule authority to acquire, hold, and dispose of real property. Real property acquired by the Land Bank by purchase may be made by purchase contract, lease purchase agreement, installment sales contract, land contract, donative transfer, grant, or otherwise. Specifically, the Village of Tilton conveys its authority to acquire and own real property outside of its corporate boundaries.

Section 7.02. Execution of Legal Documents Relating to Property. All deeds, mortgages, contracts, leases, purchases, or other agreements regarding property of the Land Bank, including agreements to acquire or dispose of real property, shall be approved by and executed in the name

of the Land Bank in accordance with policies and procedures that are approved by the Land Bank Board.

Section 7.03. Holding and Managing Property. The Land Bank may exercise the authority of its home rule Member, Village of Tilton, to hold and own in the Land Bank's name any property acquired by the Land Bank or otherwise transferred or conveyed to the Land Bank by a government unit, an intergovernmental entity, or any other public or private person. Exercising the home rule authority of the Village of Tilton, the Land Bank may control, hold, manage, maintain, operate, repair, lease, convey, demolish, relocate, rehabilitate, or take all other actions necessary to preserve the value of the property it holds or owns.

Section 7.04. Transfer of Interests in Property. The Land Bank may exercise the authority of its home rule Members to convey, sell, transfer, exchange, lease, or otherwise dispose of property or rights or interests in property in which the Land Bank holds a legal interest to any public or private person or entity for any amount of consideration the Land Bank considers proper and fair.

Section 7.05. Local Government Director Approval and Veto Authority. Notwithstanding any other provision herein, the Land Bank may not acquire or sell any property within the corporate limits of a Member municipality without the prior consent, in writing, from the Local Government Director representing that Member municipality.

ARTICLE VIII

BORROWING, CHECKS, DEPOSITS AND FUNDS

Section 8.01. Bonding and Borrowing. Any borrowing of money or notes by the Land Bank shall be approved by the Board of Directors.

Section 8.02. Checks, Drafts, Notes, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Land Bank shall be signed by such officer or officers, agent or agents, of the Land Bank and in such other manner as may from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Secretary/Treasurer and countersigned by the Chairperson or the Vice-Chairperson of the Land Bank. The Board of Directors shall require all individuals who handle funds of the Land Bank to qualify for a security bond to be obtained by the Land Bank, at the expense of the Land Bank, in an amount not less than \$100,000.00.

Section 8.03. Deposits. All funds of the Land Bank shall be deposited from time to time to the credit of the Land Bank in such banks, trust companies or other depositories as the Board of Directors may select.

Section 8.04. Gifts. The Land Bank may acquire by gift, bequest, or devise any real or personal property or interests in real or personal property for the general purposes or for any special purpose of the Land Bank on terms and conditions and in a manner the Board of Directors considers appropriate.

ARTICLE IX
BOOKS, RECORDS, AND FINANCES

Section 9.01. Land Bank Records. The Land Bank shall keep and maintain at its principal office, all documents and records of the Land Bank, which shall be available to the Members upon request. The records shall include, but not be limited to, a copy of this Agreement along with any amendments to the Agreement. The records and documents shall be maintained until the termination of this Agreement and shall be delivered to any successor entity.

Section 9.02. Annual Reports. Not less than annually, the Land Bank shall file with the Members a report detailing the activities of the Land Bank, the total income and expenses of the Land Bank, an inventory of real property held by the Land Bank, and a list of employees of the Land Bank. The Land Bank shall provide any additional information as may be reasonably requested by the Members.

Section 9.03. Freedom of Information Act. To the extent that the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1 *et seq.*, applies to the Land Bank, the Secretary shall be the designated FOIA officer for all requests.

Section 9.04. Establishment of Budget and Annual Contribution. The Land Bank Board shall establish the Land Bank's budget annually and submit this budget to the Members for each Fiscal Year. The Budget may be amended by action of the Board. The Budget may provide for requested annual contributions, if any, from the Members, which shall be based on a formula equally applied.

Section 9.05. Financing. The Members may, but shall not be obligated to, grant or loan funds to the Land Bank for operations of the Land Bank. The Members may, but shall not be obligated to, enter into separate agreements with the Land Bank for the performance of services, functions and responsibilities.

Section 9.06. Deposits and Investments. The Land Bank shall deposit and invest funds of the Land Bank, not otherwise employed in carrying out the purposes of the Land Bank, in accordance with an investment policy established by the Land Bank Board.

Section 9.07. Disbursements. Disbursements of funds shall be in accordance with guidelines established by the Land Bank Board.

Section 9.08. Financial Statements and Reports. The Land Bank shall annually have an audit prepared. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.

Section 9.09. Fiscal Year. The fiscal year of the Land Bank shall begin on January 1 of each year and end on the following December 31.

ARTICLE X
INDEMNITY AND INSURANCE

Section 10.01. General. Notwithstanding any provision in this Agreement to the contrary, individuals who serve as Directors, officers, employees and agents shall have all rights of indemnification and defense provided under law.

Section 10.02. Third Party Actions. The Land Bank shall hold harmless, defend and indemnify any person or Member, including South Suburban Mayors and Managers Association, who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Land Bank) by reason of the fact that he, she or it is or was a Director, officer, member, employee or agent of the Land Bank, or who is or was serving at the request of the Land Bank as a Director, officer, employee, or agent of another Land Bank, partnership, joint venture, trust or other enterprise, against any amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Land Bank, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Land Bank, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

Section 10.03. Insurance. The Land Bank may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Land Bank, or who is or was serving at the request of the Land Bank as a Director, officer, employee or agent of another Land Bank, partnership, joint venture, trust or other enterprise, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his or her status as such.

Section 10.04. No Waiver of Governmental Immunity. The Members agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Member of any governmental immunity provided under any applicable law.

ARTICLE XI
COMMENCEMENT ADDITIONAL MEMBERS AND WITHDRAWALS

Section 11.01. Commencement. The Land Bank shall commence its existence as an intergovernmental entity when two (2) or more of the Members, whose names are set forth on Exhibit "A," attached to and made a part of this Agreement have, by acts of their Corporate Authorities, approved this Intergovernmental Agreement and By-Laws document. Once in existence, the initial term of the Land Bank shall be for the remainder of that portion of the fiscal year to come, which shall end December 31st.

Section 11.02. Additional Members. The Board of Directors may admit Members as members of the Land Bank upon a concurrence of at least two-thirds (2/3) of all voting members of the Board of Directors, appointed and serving. The Member may be admitted to membership under whatever terms and conditions the Board of Directors shall establish, but such new Members shall be subject to at least the minimum requirements, which apply to all other Members. By a unanimous vote of the Board of Directors, the power to admit new Members may be assigned to the Executive Committee under whatever terms and conditions are included within the authorizing motion. Additional "Members" shall be limited to units local government in the State of Illinois.

Section 11.03. Withdrawal as a Party. Any Member to this Agreement shall have the right to withdraw as a party to this Agreement, and thereby terminate its participation in the Land Bank at the expiration of the first term and thereafter at any subsequent one-year term by giving sixty (60) calendar days advance written notice to all other parties to this Agreement. Upon the effective withdrawal of any Member to this Agreement, the Member so withdrawing will forfeit any and all rights to whatever funds or other assets the Member has contributed to the Land Bank. To the extent that any withdrawing Member incurs an obligation to the Land Bank prior to withdrawal, said Member shall remain legally and financially responsible for that obligation after withdrawal.

Section 11.04. Expulsion of Members. By the concurring vote of at least two-thirds (2/3) of the Local Government Directors and also at least two-thirds (2/3) of the entire voting members of the Board of Directors, in each case appointed and serving, any Member may be expelled. Such expulsion may be carried out for one or more of the following reasons: (a) Failure to make payments due to the Land Bank; (b) Failure to transfer property to the Land Bank which it had previously agreed in writing to do; (c) Failure to maintain or clear property, prior to transfer to the Land Bank or at any time for which it had made a written pledge to carry out such activities; (d) Failure to carry out any obligation of a Member which impairs the ability of the Land Bank to carry out its purpose or powers. No Member may be expelled except after notice from the Chairman of the alleged failure, along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board of Directors before any decision is made as to whether the expulsion shall take place. The Board shall set the date for hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. The decision by the Board to expel a Member after notice and hearing and a failure to cure the alleged defect shall be final in the absence of fraud or a gross abuse of discretion. The Board of Directors shall select the date at which the expulsion of the Member shall be effective. If the motion to expel the Member, made by the Board of Directors or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place thirty (30) days after the date of the vote of the Board of Directors expelling the Members. A motion to expel a Member for the reasons set forth in Subsection (a) or Subsection (d) or more than one failure to cure may be made and be effective immediately after the vote of the Board of Directors expelling the Member. After expulsion, the former Member shall continue to be fully obligated for its portion of any payments due to the Land Bank or other obligations which were created during the time of its membership.

ARTICLE XII
AMENDMENTS TO AGREEMENT

Section 12.01. Amendments. Any amendments to this Agreement shall be in writing and shall have a concurrence of at least two-thirds (2/3) of all voting Members of the Board of Directors, appointed and serving.

ARTICLE XIII
DURATION, TERMINATION AND DISSOLUTION OF AGREEMENT

Section 13.01. Duration of Agreement. Except for the initial period of the Land Bank's existence, which extends until the beginning of the first complete fiscal year on January 1st, this Agreement shall remain in full force and effect for periods of one (1) fiscal year. At the beginning of each fiscal year, the Agreement shall be renewed automatically unless terminated in accordance with the provisions of this Agreement.

Section 13.02. Decision to Dissolve. A decision to dissolve the Land Bank and to distribute the Land Bank's assets in a particular manner in accordance with this Agreement shall require a concurring vote of at least two-thirds (2/3) of all voting members of the Board of Directors, appointed and serving, and provided that written notice of such meeting has included a full description of the plan of dissolution.

Section 13.03. Dissolution and Distribution of Assets. In the event this Agreement is terminated, the Land Bank shall dissolve and conclude its affairs, first paying all of the Authorities' debts, liabilities, and obligations to its creditors and then paying any expenses incurred in connection with the termination of the Land Bank. If any assets remain, they shall be distributed to any successor entity, subject to a concurring vote of at least two-thirds (2/3) of the Local Government Directors and also at least two-thirds (2/3) of the entire voting members of the Board of Directors in each case appointing and serving. In the event that no successor entity exists, the remaining assets shall be distributed to the Members or in a manner as otherwise agreed upon by them.

ARTICLE XIV
MISCELLANEOUS

Section 14.01. Notices. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Member shall be sent to that Member by first-class mail. All correspondence shall be considered delivered to a Member as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Any notice of withdrawal shall be sent via certified mail. Correspondence or notices shall be sent to the persons and addresses indicated below or to such other addresses as a Member shall notify the other Members of in writing pursuant to the provisions of this section:

If to Vermilion County:

If to the _____:

Section 14.02. Entire Agreement. This Agreement sets forth the entire agreement between the Members and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. The terms and conditions of this Agreement are contractual.

Section 14.03. Interpretation of Agreement. All powers granted to the Land Bank under this Agreement shall be interpreted broadly to effectuate the intent and purposes of the Agreement and not to serve as a limitation of powers. The language of all parts of this Agreement shall in all cases be construed as a whole according to its plain and fair meaning and not construed strictly for or against any Member.

Section 14.04. Severability of Provisions. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion thereof, shall not affect the validity of the remaining provisions of this Agreement.

Section 14.05. Governing Law. This Agreement is made and entered into in the State of Illinois and shall in all respects be interpreted, enforced, and governed under the laws of the State of Illinois without regard to the doctrines of conflict of laws. Jurisdiction and agreed upon venue shall be in the Circuit Court of Vermilion County.

Section 14.06. Captions and Headings. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this Agreement.

Section 14.07. Terminology. All terms and words used in this Agreement, regardless of the number, are deemed to include any other number as the context may require.

Section 14.08. Effective Date. This Agreement shall become effective as of the date of approval below.

Section 14.09. Binding Land Bank. The individuals executing this Agreement on behalf of the Members represent that they have the legal power, right, and actual Land Bank to bind their respective Member to the terms and conditions of this Agreement.

Section 14.10. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

[REMAINDER LEFT BLANK]

This Intergovernmental Contract and By-Laws Agreement was Approved by the Corporate Authorities of the _____ of _____ on the _____ day of _____, 20____.

Mayor/President/Chairman

Attest

EXHIBIT A

LIST OF MEMBERS

County of Vermilion, Illinois

Village of Tilton, Illinois

4842-7762-3090, v. 1



Illinois Environmental Protection Agency

Bureau of Water • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Notice of Intent for New or Renewal of General Permit for Discharges from Small Municipal Separate Storm Sewer Systems - MS4's

Part I. General Information

- MS4 Community Name: County of Champaign, Illinois MS4 Permit #: ILR40 00256
Population (based on 2010 census): 201,081
- MS4 Mailing Address: 1776 East Washington Street City: Urbana, IL Zip: 61802
Contact Person John Hall Title: Director Planning & Zoning Phone: 217-384-3708
- Email Address: jhall@co.champaign.il.us
- Community Type: County Other: _____
- Name(s) of governmental entity(ies) in which MS4 is located:
City/Village: _____ Township: _____ County: Champaign
- Area of land that drains to your MS4 in square miles: 10.4
- Latitude and Longitude at approximate geographical center of MS4 for which you are requesting authorization to discharge:
Latitude: 40 05 45 Longitude: 88 14 15
Degrees Minutes Seconds: Degrees: Minutes: Seconds:
Is MS4 Community a Co-Permittee with another MS4 Community: Yes No
If yes, MS4 Permittee you are Co-Permittee with: _____
MS4 Permit # of Permittee: ILR40
- Name(s) of known receiving waters Impairment listed on 303d List or TMDL?
Upper Kaskaskia Basin- Kaskaskia River Yes No
Upper Kaskaskia Basin-Two Mile Slough Yes No
Upper Kaskaskia Basin- Copper Slough, Phinneas Yes No
Vermilion Basin-Saline Branch Yes No
Vermilion Basin-Unnamed tributary to Salt Fork Yes No
Vermilion Basin-Vermilion River, Salt Fork Yes No
Embarras Basin, Embarras River Yes No

9. Persons responsible for implementation or coordination of Stormwater Management Program:

Name: John Hall Title: Director of Planning & Zoning Department Phone: 217-384-3708

Email: jhall@co.champaign.il.us

Area of Responsibility: Primary MS4 contact

Name: Jeff Blue Title: County Engineer Phone: 217-384-3800

Email: jblue@co.champaign.il.us

Area of Responsibility: County Highway Department Head

Name: Dana Brenner Title: Champaign County Facilities Director Phone: 217-384-3776

Email: dbrenner@co.champaign.il.us

Area of Responsibility: Champaign County Facilities

Part II. Best Management Practices (include shared responsibilities) which have been implemented or are proposed to be implemented in the MS4 area:

A. Public Education and Outreach

Qualifying Local Programs:

[Empty box for Qualifying Local Programs]

Measurable Goals (include shared responsibilities)

- A.1 Distributed Paper Material

Brief Description of BMP:

A.1.1 Flyers and information sheets at permit counter

Measurable Goals, including frequencies:

Develop and distribute one new educational material handout

Milestones:



Year 1:

Distribute handout

Year 2:

Distribute handout

Year 3:

Distribute handout

Year 4:

Distribute handout

Year 5:

Distribute handout

A.2 Speaking Engagement

Brief Description of BMP:

A.2.1 Inform business groups about MS4, NPDES, and BMPs

Measurable Goals, including frequencies:

Conduct one presentation per year upon request.

Milestones:

Year 1:

Conduct one presentation upon request.

Year 2:

Conduct one presentation upon request.

Year 3:

Conduct one presentation upon request.

Year 4:

Conduct one presentation upon request.

Year 5:

Conduct one presentation upon request.

Go to Additional Pages

A.3 Public Service Announcement

A.4 Community Event

A.5 Classroom Education Material

A.6 Other Public Education

(You may need to go to the next page to fill in this information)

Brief Description of BMP:

A.6.1 Educational and information material on web page.

Measurable Goals, including frequencies:

Develop web page with annual updates on informational and educational materials.

Milestones:

Year 1:

Update web page.

Year 2:

Update web page.

Year 3:

Update web page.

Year 4:

Update web page.

Year 5:

Update web page.

Go to Additional Pages

B.Public Participation/Involvement

Measurable Goals (include shared responsibilities)

Qualifying Local Programs:

[Empty box for Qualifying Local Programs]

B.2 Educational Volunteer

B.3 Stakeholder Meeting

B.4 Public Hearing

(You may need to go to the next page to fill in this information)

Brief Description of BMP:

B.4.1 Comply with applicable State and local public notice requirements.

Measurable Goals, including frequencies:

Annual number of meetings with MS4 related topics. Maintain electronic records of notices, agendas, and public participation.

Milestones:

Year 1:

Provide notice of MS4 related meetings and provide opportunity for public input.

Year 2:

Provide notice of MS4 related meetings and provide opportunity for public input.

Year 3:

Provide notice of MS4 related meetings and provide opportunity for public input.

Year 4:

Provide notice of MS4 related meetings and provide opportunity for public input.

Year 5:

Provide notice of MS4 related meetings and provide opportunity for public input.

Go to Additional Pages

B.5 Volunteer Monitoring

B.6. Program Involvement

(You may need to go to the next page to fill in this information)

Brief Description of BMP:

B.6.1 Intergovernmental Storm Water Management Group Meetings (coordination meeting for all Champaign County MS4 jurisdictions).

Measurable Goals, including frequencies:

Hold at least 4 coordination meetings each year.

Milestones:

Year 1:

Attend meetings.

Year 2:

Attend meetings.

Year 3:

Attend meetings.

Year 4:

Attend meetings.

Year 5:

Attend meetings.

Go to Additional Pages

B.7 Other Public Involvement

C. Illicit Discharge Detection and Elimination

Qualifying Local Programs:

Measurable Goals (include shared responsibilities)

- C.1 Sewer Map Preparation (You may need to go to the next page to fill in this information)

Brief Description of BMP:

C.1.1 Map drainage system outfalls into streams and rivers.

Measurable Goals, including frequencies:

Complete a system wide update every 3 years.

Milestones:

Year 1:

Update Champaign County Unincorporated MS4 Area storm sewer system map as new information becomes available.

Year 2:

Update Champaign County Unincorporated MS4 Area storm sewer system map as new information becomes available.

Year 3:

System wide update of Champaign County Unincorporated MS4 Area storm sewer system map.

Year 4:

Update Champaign County Unincorporated MS4 Area storm sewer system map as new information becomes available.

Year 5:

Update Champaign County Unincorporated MS4 Area storm sewer system map as new information becomes available.

Go to Additional Pages

- C.2 Regulatory Control Program (You may need to go to the next page to fill in this information)

Brief Description of BMP:

C.2.1 Prohibit illegal dumping and illicit discharge into drainage system through Nuisance Ordinance.

Measurable Goals, including frequencies:

Review existing Nuisance Ordinance and revise to include illegal dumping and illicit discharge into drainage system.

Milestones:

Year 1:

Amend Nuisance Ordinance with new language prohibiting illegal dumping and illicit discharge into drainage system.

Year 2:

Enforce amended Ordinance.

Year 3:

Enforce amended Ordinance

Year 4:

Enforce amended Ordinance.

Year 5:

Enforce amended Ordinance.

Go to Additional Pages

- C.3 Detection/Elimination Prioritization Plan (You may need to go to the next page to fill in this information)

Brief Description of BMP:

C.3.1 Establish and maintain citizen complaint phone line for illegal dumping and illicit discharge into drainage system.

Measurable Goals, including frequencies:

Maintain phone line.

Milestones:

Year 1:

Maintain complaint phone line and record of complaints.

Year 2:

Maintain complaint phone line and record of complaints.

Year 3:

Maintain complaint phone line and record of complaints.

Year 4:

Maintain complaint phone line and record of complaints.

Year 5:

Maintain complaint phone line and record of complaints.

Go to Additional Pages

- C.4 Illicit Discharge Tracing Procedures
- C.5 Illicit Source Removal Procedures
- C.6 Program Evaluation and Assessment (You may need to go to the next page to fill in this information)

Brief Description of BMP:

Measurable Goals, including frequencies:

Present Annual Report and place on file.

Milestones:

Year 1:

Complete Annual Report and place on file.

Year 2:

Complete Annual Report and place on file.

Year 3:

Complete Annual Report and place on file.

Year 4:

Complete Annual Report and place on file.

Year 5:

Complete Annual Report and place on file.

Go to Additional Pages

- C.7 Visual Dry Weather Screening
- C.8 Pollutant Field Testing
- C.9 Public Notification
- C.10 Other Illicit Discharge Controls

D. Construction Site Runoff Control

Measurable Goals (include shared responsibilities)

Qualifying Local Programs:

[Empty box for Qualifying Local Programs]

- D.1 Regulatory Control Program (You may need to go to the next page to fill in this information)

Brief Description of BMP:

D.1.1 Soil Erosion and Sediment Control regulations

Measurable Goals, including frequencies:

Review existing erosion and sediment control regulations. Prepare draft regulations for County Board adoption, and enforce adopted regulations.

Milestones:

Year 1:

Enforce soil erosion and sediment control ordinance (Storm Water Management and Erosion Control Ordinance).

Year 2:

Enforce soil erosion and sediment control ordinance (Storm Water Management and Erosion Control Ordinance).

Year 3:

Enforce soil erosion and sediment control ordinance (Storm Water Management and Erosion Control Ordinance).

Year 4:

Year 5:

Enforce soil erosion and sediment control ordinance (Storm Water Management and Erosion Control Ordinance).

Go to Additional Pages

D.2 Erosion and Sediment Control BMPs (You may need to go to the next page to fill in this information)

Brief Description of BMP:

D.2.1 Erosion and Sediment Control BMPs

Measurable Goals, including frequencies:

Review and evaluate existing Best Management Practices (BMPs) to determine which should be included in the erosion and sediment ordinance. Review existing regulations and develop new regulations for the ordinance.

Milestones:

Year 1:

Review plans and development for appropriate use of BMPs as required by adopted ordinance (Storm Water Management and Erosion Control Ordinance).

Year 2:

Review plans and development for appropriate use of BMPs as required by adopted ordinance (Storm Water Management and Erosion Control Ordinance).

Year 3:

Review plans and development for appropriate use of BMPs as required by adopted ordinance (Storm Water Management and Erosion Control Ordinance).

Year 4:

Review plans and development for appropriate use of BMPs as required by adopted ordinance (Storm Water Management and Erosion Control Ordinance).

Year 5:

Review plans and development for appropriate use of BMPs as required by adopted ordinance (Storm Water Management and Erosion Control Ordinance).

Go to Additional Pages

D.3 Other Waste Control Program (You may need to go to the next page to fill in this information)

Brief Description of BMP:

D.3.1 Prohibit illegal dumping and illicit discharges into storm drainage system from construction activities.

Measurable Goals, including frequencies:

Enforce Storm Water Management and Erosion Control (SWMEC) Ordinance prohibition on illegal dumping and illicit discharges into drainage systems from construction activities. Review existing Nuisance Ordinance and, if needed, revise to prohibit illegal dumping and illicit discharges into drainage systems from construction activities, same as SWMEC Ordinance.

Milestones:

Year 1:

Enforce SWMEC Ordinance prohibition on illegal dumping and illicit discharges into drainage systems from construction activities.

Year 2:

Enforce SWMEC Ordinance prohibition on illegal dumping and illicit discharges into drainage systems from construction activities.

Year 3:

Enforce SWMEC Ordinance prohibition on illegal dumping and illicit discharges into drainage systems from construction activities.

Year 4:

Enforce SWMEC Ordinance prohibition on illegal dumping and illicit discharges into drainage systems from construction activities.

Year 5:

Enforce SWMEC Ordinance prohibition on illegal dumping and illicit discharges into drainage systems from construction activities.

Go to Additional Pages

- D.4 Site Plan Review Procedures (You may need to go to the next page to fill in this information)

Brief Description of BMP:

D.4.1 Develop procedures and processes to evaluate proposed construction site runoff mechanisms.

Measurable Goals, including frequencies:

Develop procedures and processes to evaluate proposed construction site runoff mechanisms.

Milestones:

Year 1:

Develop and implement review procedures to evaluate proposed construction site runoff mechanisms.

Year 2:

Develop and implement review procedures to evaluate proposed construction site runoff mechanisms.

Year 3:

Develop and implement review procedures to evaluate proposed construction site runoff mechanisms.

Year 4:

Develop and implement review procedures to evaluate proposed construction site runoff mechanisms.

Year 5:

Develop and implement review procedures to evaluate proposed construction site runoff mechanisms.

Go to Additional Pages

- D.5 Public Information Handling Procedures
- D.6 Site Inspection/Enforcement Procedures (You may need to go to the next page to fill in this information)

Brief Description of BMP:

D.6.1 Develop procedures and processes to inspect construction sites for compliance with construction site runoff mechanisms.

Measurable Goals, including frequencies:

Develop procedures and processes to inspect construction sites for compliance with construction site runoff mechanisms.

Milestones:

Year 1:

Develop and implement procedures and processes to inspect construction sites for compliance with construction site runoff mechanisms.

Year 2:

Develop and implement procedures and processes to inspect construction sites for compliance with construction site runoff mechanisms.

Year 3:

Develop and implement procedures and processes to inspect construction sites for compliance with construction site runoff mechanisms.

Year 4:

Develop and implement procedures and processes to inspect construction sites for compliance with construction site runoff mechanisms.

Year 5:

Develop and implement procedures and processes to inspect construction sites for compliance with construction site runoff mechanisms.

Go to Additional Pages

D.7 Other Construction Site Runoff Controls

E. Post-Construction Runoff Control

Qualifying Local Programs:

Measurable Goals (include shared responsibilities)

- E.1 Community Control Strategy (You may need to go to the next page to fill in this information)

Brief Description of BMP:

E.1.1 Implement a public education program about the benefits of green infrastructure and green housekeeping in minimizing the volume of of storm water runoff and pollutants from privately owned developed property.

Measurable Goals, including frequencies:

Add a Green Infrastructure page to the Champaign County website to educate landowners about the benefits of green infrastructure and green housekeeping n minimizing the volume of of storm water runoff and pollutants from privately owned developed property.

Milestones:

Year 1:

Develop and implement a Champaign County Green Infrastructure & Green Housekeeping web page.

Year 2:

Maintain the Champaign County Green Infrastructure & Green Housekeeping web page.

Year 3:

Maintain the Champaign County Green Infrastructure & Green Housekeeping web page.

Year 4:

Maintain the Champaign County Green Infrastructure & Green Housekeeping web page.

Year 5:

Maintain the Champaign County Green Infrastructure & Green Housekeeping web page.

[Go to Additional Pages](#)

- E.2 Regulatory Control Program

E.2.1 Require annual inspections of publicly owned storm water management facilities (post-construction).

Measurable Goals, including frequencies:

Procedures for maintenance of publicly owned storm water management facilities (post-construction) should be established in the Champaign County SWPPP.

Milestones:

Year 1:

Develop and implement procedures for maintenance of publicly owned storm water management facilities (post-construction) in the Champaign County SWPPP.

Year 2:

Conduct annual inspection and maintenance if required of publicly owned storm water management facilities (post-construction).

Year 3:

Conduct annual inspection and maintenance if required of publicly owned storm water management facilities (post-construction).

Year 4:

Conduct annual inspection and maintenance if required of publicly owned storm water management facilities (post-construction).

Year 5:

Conduct annual inspection and maintenance if required of publicly owned storm water management facilities (post-construction).

Go to Additional Pages

E.3 Long Term O & M Procedures

(You may need to go to the next page to fill in this information)

Brief Description of BMP:

E.3.1 Develop procedures to ensure that storm water facilities are maintained to function as designed (post-construction).

Measurable Goals, including frequencies:

Develop and implement procedures to ensure that storm water facilities are maintained to function as designed (post-construction).

Milestones:

Year 1:

Develop and implement procedures to ensure that storm water facilities are maintained to function as designed (post-construction).

Year 2:

Implement procedures to ensure that storm water facilities are maintained to function as designed (post-construction).

Year 3:

Implement procedures to ensure that storm water facilities are maintained to function as designed (post-construction).

Year 4:

Implement procedures to ensure that storm water facilities are maintained to function as designed (post-construction).

Year 5:

Implement procedures to ensure that storm water facilities are maintained to function as designed (post-construction).

Go to Additional Pages

E.4 Pre-Construction Review of BMP Designs (You may need to go to the next page to fill in this information)

Brief Description of BMP:

E.4.1 Training class or workshop for evaluating and inspecting construction site runoff control mechanisms (post-construction).

Measurable Goals, including frequencies:

Director's designee attendance at training class or workshop for evaluating and inspecting construction site runoff control mechanisms (post-construction).

Milestones:

Year 1:

Director's designee attends training.

Year 2:

Director's designee attends training.

Year 3:

Director's designee attends training.

Year 4:

Director's designee attends training.

Year 5:

Director's designee attends training.

Go to Additional Pages

E.5 Site Inspections During Construction (You may need to go to the next page to fill in this information)

E.5.1 Develop procedures and processes to inspect construction sites for compliance with post-construction runoff control mechanisms.

Measurable Goals, including frequencies:

Develop procedures and processes to inspect construction sites for compliance with approved post-construction runoff control mechanisms.

Milestones:

Year 1:

Develop and implement procedures to inspect construction sites for compliance with approved post-construction runoff control mechanisms.

Year 2:

Implement procedures to inspect construction sites for compliance with approved post-construction runoff control mechanisms.

Year 3:

Implement procedures to inspect construction sites for compliance with approved post-construction runoff control mechanisms.

Year 4:

Implement procedures to inspect construction sites for compliance with approved post-construction runoff control mechanisms.

Year 5:

Implement procedures to inspect construction sites for compliance with approved post-construction runoff control mechanisms.

Go to Additional Pages

- E.6 Post-Construction Inspections
- E.7 Other Post-Construction Runoff Controls

F. Pollution Prevention/Good Housekeeping

Measurable Goals (include shared responsibilities)

Qualifying Local Programs:

[Empty box for Qualifying Local Programs]

- F.1 Employee Training Program (You may need to go to the next page to fill in this information)

F.1.1 Spill prevention protocol

Measurable Goals, including frequencies:

Conduct annual spill prevention training with appropriate County staff. Track meeting agenda, materials, and attendee sign-in sheet.

Milestones:

Year 1:

Complete annual spill prevention training with appropriate County staff.

Year 2:

Complete annual spill prevention training with appropriate County staff.

Year 3:

Complete annual spill prevention training with appropriate County staff.

Year 4:

Complete annual spill prevention training with appropriate County staff.

Year 5:

Complete annual spill prevention training with appropriate County staff.

Go to Additional Pages

F.2 Inspection and Maintenance Program (You may need to go to the next page to fill in this information)

Brief Description of BMP:

F.2.1 Prepare a Storm Water Pollution Prevention Plan (SWPPP) for County owned facilities.

Measurable Goals, including frequencies:

Prepare SWPPP for all County owned facilities.

Milestones:

Year 1:

Begin developing the Draft SWPPP for all County owned facilities.

Year 2:

Complete the the Draft SWPPP for all County owned facilities.

Year 3:

Adopt the Draft SWPPP for all County owned facilities.

Year 4:

Implement the SWPPP for all County owned facilities.

Year 5:

Implement the SWPPP for all County owned facilities.

Go to Additional Pages

F.3 Municipal Operations Storm Water Control

F.4 Municipal Operations Waste Disposal

F.5 Flood Management/Assess Guidelines

Part III. Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fines and imprisonment.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony (415 ILCS 5/44 (h)).

Authorized Representative Name

Title

Date

Authorized Representative Signature

You may complete this form online and save a copy locally before printing and signing the form. It should then be sent to:

Illinois Environmental Protection Agency
Bureau of Water
Division of Water Pollution Control
Attn: Permit Section
P.O. Box 19276
1021 North Grand Avenue East
Springfield, IL 62794-9276

Information required by this form must be provided to comply with 415 ILCS 5/39 (2000). Failure to do so may prevent this form from being processed and could result in your application being denied.

Additional Info - Page 1

A. Public Education and Outreach

BMP Number A.2.2

Brief Description of BMP: A.2.2 Inform developer, contractor, engineering, and architecture groups about MS4, NPDES, and BMPs.

Measurable Goal(s) including frequencies: Conduct one presentation per year, upon request

- Milestones: Year 1: Conduct one presentation upon request.
Year 2: Conduct one presentation upon request.
Year 3: Conduct one presentation upon request.
Year 4: Conduct one presentation upon request.
Year 5: Conduct one presentation upon request.

BMP Number A.2.3

Brief Description of BMP: A.2.3 Inform environmental groups about MS4, NPDES, and BMPs.

Measurable Goal(s) including frequencies: Conduct one presentation per year, upon request

- Milestones: Year 1: Conduct one presentation upon request.
Year 2: Conduct one presentation upon request.
Year 3: Conduct one presentation upon request.
Year 4: Conduct one presentation upon request.
Year 5: Conduct one presentation upon request.

Add Another BMP

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Additional Info - Page 2

B. Public Participation/Involvement

BMP Number B.6.2

Brief Description of BMP: B.6.2 Prepare a storm water survey that can be used annually to capture public comment on the MS4 Storm Water Program

Measurable Goal(s) including frequencies: Conduct the annual MS4 Storm Water Survey on the County website.

Milestones: Year 1: Make the MS4 Storm Water Survey available on the County website.

Year 2: Make the MS4 Storm Water Survey available on the County website.

Year 3: Make the MS4 Storm Water Survey available on the County website.

Year 4: Make the MS4 Storm Water Survey available on the County website.

Year 5: Make the MS4 Storm Water Survey available on the County website.

BMP Number B.6.3

Brief Description of BMP: B.6.3 Hold Annual Public Storm Water Meeting at the Champaign County Board Environment and Land Use Committee (ELUC) to receive public comments regarding the Champaign County Unincorporated MS4 Area Storm Water Program.

Measurable Goal(s) including frequencies: Have the Champaign County Unincorporated MS4 Area Storm Water Program as an Agenda item at one ELUC Meeting each year.

Milestones: Year 1: Have the Champaign County Unincorporated MS4 Area Storm Water Program as an Agenda item at the May ELUC Meeting.

Year 2: Have the Champaign County Unincorporated MS4 Area Storm Water Program as an Agenda item at the May ELUC Meeting.

Year 3: Have the Champaign County Unincorporated MS4 Area Storm Water Program as an Agenda item at the May ELUC Meeting.

Year 4: Have the Champaign County Unincorporated MS4 Area Storm Water Program as an Agenda item at the May ELUC Meeting.

Year 5: Have the Champaign County Unincorporated MS4 Area Storm Water Program as an Agenda item at the May ELUC Meeting.

Brief Description of BMP: B.6.4 Identify Environmental Justice Areas within the unincorporated Champaign County MS4 Area and provide appropriate public participation.

Measurable Goal(s) including frequencies: Identify Environmental Justice Areas within the unincorporated Champaign County MS4 Area based on most current State economic data and randomly sample the EJ area population for storm water concerns via postal mail with prepaid reply envelopes. Review annual survey results at the Annual Public Storm Water Meeting at the Champaign County Board Environment and Land Use Committee (ELUC)

Milestones: Year 1: Identify Environmental Justice Areas within the unincorporated Champaign County MS4 Area based on most current State economic data and randomly sample the EJ area population for storm water concerns via postal mail with prepaid reply envelopes and review annual survey results at the Annual Public Storm Water Meeting at the Champaign County Board Environment and Land Use Committee (ELUC).

Year 2: Identify Environmental Justice Areas within the unincorporated Champaign County MS4 Area based on most current State economic data and randomly sample the EJ area population for storm water concerns via postal mail with prepaid reply envelopes and review annual survey results at the Annual Public Storm Water Meeting at the Champaign County Board Environment and Land Use Committee (ELUC).

Year 3: Identify Environmental Justice Areas within the unincorporated Champaign County MS4 Area based on most current State economic data and randomly sample the EJ area population for storm water concerns via postal mail with prepaid reply envelopes and review annual survey results at the Annual Public Storm Water Meeting at the Champaign County Board Environment and Land Use Committee (ELUC).

Year 4: Identify Environmental Justice Areas within the unincorporated Champaign County MS4 Area based on most current State economic data and randomly sample the EJ area population for storm water concerns via postal mail with prepaid reply envelopes and review annual survey results at the Annual Public Storm Water Meeting at the Champaign County Board Environment and Land Use Committee (ELUC).

Year 5: Identify Environmental Justice Areas within the unincorporated Champaign County MS4 Area based on most current State economic data and randomly sample the EJ area population for storm water concerns via postal mail with prepaid reply envelopes and review annual survey results at the Annual Public Storm Water Meeting at the Champaign County Board Environment and Land Use Committee (ELUC).

BMP Number C.3.2

Brief Description of BMP: C.3.2 Establish citizen complaint phone line for non-complying and/or non-functioning private sewage treatment systems.

Measurable Goal(s) including frequencies: Develop and maintain phone line.

Milestones: Year 1: Maintain complaint phone line and record of complaints.

Year 2: Maintain complaint phone line and record of complaints.

Year 3: Maintain complaint phone line and record of complaints.

Year 4: Maintain complaint phone line and record of complaints.

Year 5: Maintain complaint phone line and record of complaints.

BMP Number C.3.3

Brief Description of BMP: C.3.3 Create a database of existing private sewage treatment systems and develop a management plan to bring non-compliant systems into compliance.

Measurable Goal(s) including frequencies: Create database and develop, adopt, and implement management plan.

Milestones: Year 1: Create database and develop management plan.

Year 2: Create database and develop management plan.

Year 3: Create database and develop management plan.

Year 4: Create database and develop management plan.

Year 5: Create database and develop management plan.

Add Another BMP

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C. Illicit Discharge Detection and

BMP Number C.3.2

Add Another BMP

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D. Construction Site Runoff Control

BMP Number _____

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E. Post-Construction Runoff Control

BMP Number E.1.2

Brief Description of BMP: E.1.2 Implement a public education program about the water quality impacts of overuse of fertilizers and pesticides in non-agricultural uses.

Measurable Goal(s) including frequencies: Add a Sustainable Lawn Care page to the Champaign County website to educated landowners about the water quality impacts of overuse of of fertilizers and pesticides in non-agricultural uses.

Milestones: Year 1: Develop and implement a Champaign County Sustainable Lawn Care web page.
 Year 2: Maintain the Champaign County Sustainable Lawn Care web page.
 Year 3: Maintain the Champaign County Sustainable Lawn Care web page.
 Year 4: Maintain the Champaign County Sustainable Lawn Care web page.
 Year 5: Maintain the Champaign County Sustainable Lawn Care web page.

BMP Number E.3.3

Brief Description of BMP: E.3.3 Provide annual training in green infrastructure and/or low impact design techniques for all MS4 employees who are manage or are directly involved in (or who retain others who manage or are directly involved in) the routine maintenance, repair, or replacement of public exterior surfaces. Require that contractors who are retained to manage or carry out the kinds of maintenance and relevant contractor employees also have annual training.

Measurable Goal(s) including frequencies: Provide annual training in green infrastructure and/or low impact design techniques for all MS4 employees who are manage or are directly involved in (or who retain others who manage or are directly involved in) the routine maintenance, repair, or replacement of public exterior surfaces. Require that contractors who are retained to manage or carry out the kinds of maintenance and relevant contractor employees also have annual training. Add a Sustainable Lawn Care page to the Champaign County website to educated landowners about the water quality impacts of overuse of of fertilizers and pesticides in non-agricultural uses.

Milestones: Year 1: Provide annual training in green infrastructure and/or low impact design techniques for all relevant managers, employees, and/or contractors and contractor employees.
 Year 2: Provide annual training in green infrastructure and/or low impact design techniques for all relevant managers, employees, and/or contractors and contractor employees.
 Year 3: Provide annual training in green infrastructure and/or low impact design techniques for all relevant managers, employees, and/or contractors and contractor employees.
 Year 4: Provide annual training in green infrastructure and/or low impact design techniques for all relevant managers, employees, and/or contractors and contractor employees.
 Year 5: Provide annual training in green infrastructure and/or low impact design techniques for all relevant managers, employees, and/or contractors and contractor employees.

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F. Pollution Prevention/Good

BMP Number F.1.2

Brief Description of BMP: F.1.2 Spill response protocol.

Measurable Goal(s) including frequencies: Conduct annual spill response training with appropriate County staff. Track meeting agenda, materials, and attendee sign-in sheet.

Milestones: Year 1: Complete annual spill response training with appropriate County staff.
Year 2: Complete annual spill response training with appropriate County staff.
Year 3: Complete annual spill response training with appropriate County staff.
Year 4: Complete annual spill response training with appropriate County staff.
Year 5: Complete annual spill response training with appropriate County staff.

BMP Number F.1.3

Brief Description of BMP: F.1.3 Hazardous material and storage management training.

Measurable Goal(s) including frequencies: Conduct annual hazardous material and storage management training with appropriate County staff. Track meeting agenda, materials, and attendee sign-in sheet.

Milestones: Year 1: Complete annual hazardous material and storage management training with appropriate County staff.
Year 2: Complete annual hazardous material and storage management training with appropriate County staff.
Year 3: Complete annual hazardous material and storage management training with appropriate County staff.
Year 4: Complete annual hazardous material and storage management training with appropriate County staff.
Year 5: Complete annual hazardous material and storage management training with appropriate County staff.

Add Another BMP

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