



**CHAMPAIGN COUNTY BOARD
ENVIRONMENT and LAND USE COMMITTEE AGENDA**

County of Champaign, Urbana, Illinois
Thursday, February 4, 2021 - 6:30 p.m.

Putman Meeting Room
Brookens Administrative Center, 1776 E. Washington St., Urbana

Committee Members:

Eric Thorsland – Chair
Aaron Esry – Vice-Chair
Stephanie Fortado
Mary King

Kyle Patterson
Jacob Paul
Chris Stohr

THIS MEETING WILL BE CONDUCTED REMOTELY

This meeting will also be live streamed at: <https://video.ibm.com/channel/champco1776> or at <https://www.facebook.com/champaigncountyillinois>

Agenda	Page #
I. Call to Order	
II. Roll Call	
III. Approval of Agenda/Addendum	
IV. Approval of Minutes	
A. January 7, 2021	1 - 5
B. Closed Session Minutes of August 6, 2020	
V. Public Participation	
*Being accepted remotely through Zoom – for instructions go to: http://www.co.champaign.il.us/CountyBoard/ELUC/2021/210204_Meeting/210204_Zoom_Meeting_Instructions.pdf	
VI. Communications	
VII. New Business: For Information Only	
A. Champaign County Solid Waste Management – Information Series (Part 2 of 5)	6 - 10
B. Online Registration Opens March 8, 2021 for IEPA One-Day Household Hazardous Waste Collection	11
C. Public Review and Comment for Proposed Federally Enforceable State Operating Permit from the Illinois Environmental Protection Agency to Regulate Air Emissions for Beauty Quest Group Facility at 205 Shellhouse Drive, Rantoul	12

All meetings are at Brookens Administrative Center – 1776 E Washington Street in Urbana – unless otherwise noted. To enter Brookens after 4:30 p.m., enter at the north (rear) entrance located off Lierman Avenue. Champaign County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities. Please contact Administrative Services, 217-384-3776, as soon as possible but no later than 48 hours before the scheduled meeting.

CHAMPAIGN COUNTY BOARD
ENVIRONMENT and LAND USE COMMITTEE (ELUC)
February 4, 2021 Agenda

- VIII. New Business: Items to be Recommended to the County Board
- A. Resolution Authorizing Brookfield Properties and Champaign County Event Agreement for IEPA One-Day Household Hazardous Waste Collection on April 10, 2021 13 - 23
 - B. Resolution Approving an Agreement between the County of Champaign, Parkland College and A-Team Recyclers with regard to the Residential Electronics Collections on May 21-22, 2021 and October 15-16, 2021 24 - 35
 - C. Resolution Approving an Intergovernmental Cost-Sharing Agreement between the County of Champaign, the City of Champaign, the City of Urbana and the Village of Savoy for the Residential Electronics Collection events and IEPA-Sponsored Household Hazardous Waste Collection Event in 2021 36 - 41
 - D. Resolution Approving Champaign County Opt-in Form to Illinois EPA to Participate in Manufacturer E-Waste Program in 2022 42 - 44
 - E. Resolution Accepting a Grant from the Illinois Housing Development Authority Strong Communities Program 45 - 46
 - F. Resolution Approving Contract for Sale of County Property Located at 504 South Dodson Dr., Urbana 47 - 53
- IX. Other Business
- A. Monthly Reports
 - i. November 54 - 65
 - ii. December 66 - 76
- X. Chair's Report
- XI. Designation of Items to be Placed on the Consent Agenda
- XII. Adjournment



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

MINUTES – Subject to Approval

DATE: Thursday, January 7, 2021
 TIME: 6:30 p.m.
 PLACE: Lyle Shields Meeting Room
 Brookens Administrative Center
 1776 E Washington, Urbana, IL 61802
 and remote participation via Zoom

Committee Members

Present	Absent
Aaron Esry (Vice-Chair)	
Stephanie Fortado	
Mary King	
Kyle Patterson	
Jacob Paul	
Chris Stohr	
Eric Thorsland (Chair)	

County Staff: John Hall (Zoning Administrator), Susan Monte (Planner), John Dwyer (Emergency Management Agency) and Mary Ward (Recording Secretary)
Others Present: Stan Harper (County Board Member)

MINUTES

I. Call to Order

Committee Chair Thorsland called the meeting to order at 6:31 p.m.

II. Roll Call

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

III. Approval of Agenda/Addendum

MOTION by Mr. Patterson to approve the agenda, seconded by Ms. King.

MOTION by Mr. Paul to remove item X. B. Status of Health Department Review of Recreation and Entertainment Licenses from the Agenda. Seconded by Mr. Esry. Discussion followed. Mr. Stohr asked why he would like the item removed. Mr. Paul’s concern was that we could be adding more burden to Public Health at a time when they are already overwhelmed with tasks. Mr. Thorsland stated that the Health Department already has a roll with Liquor Licenses and that this was just a discussion only item.

Upon vote, the **MOTION** to remove item X. B. Status of Health Department Review of Recreation and Entertainment Licenses **FAILED** by a 5 to 2 vote.

Upon vote, the **MOTION CARRIED** unanimously to approve the Agenda.

IV. Approval of Minutes

A. November 5, 2020

MOTION by Mr. Esry to approve the minutes of the November 5, 2020 meeting, seconded by Mr. Patterson. Upon vote, the **MOTION CARRIED** unanimously.

V. Public Participation

Jim Cottrell was available to answer questions regarding the Bullington Minor Subdivision Case that is on the Agenda.

VI. Communications

There were no communications to be shared with the committee.

VII. New Business: For Information Only

A. Champaign County Solid Waste Management – Information Series (Part 1 of 5)

Ms. Monte presented the first of five slideshows on Champaign County Solid Waste Management. The Solid Waste Management Plan is updated every five years. The County also partners with municipalities to hold e-waste residential collections and an annual IEPA sponsored one-day HHW collections. The presentation reviewed Ms. Monte's work and involvement along with some historical and background information as to how we got to where we are today. Information was also shared regarding the Material Classes and percent of each class that is currently landfilled along with the top ten individual material categories in landfills.

Mr. Thorsland thanked Ms. Monte and stated that he found it interesting that beverage containers, which everyone talks about reducing, was such a small amount and construction and demolition is such a large amount. Ms. Fortado asked about the process of updating our plan, is there a public input type of meeting. Ms. Monte said that ideally there is a public component to the process, and she is working on that process. Ms. Fortado would like to see the board get more active in trying to influence state policy and feels like ELUC is a natural fit to try to engage in state policy. Ms. Monte stated, just as a foreshadowing of what's coming in the upcoming legislation: Paint, Carpet and Pharmaceuticals. Mr. Stohr acknowledge Ms. Monte's large role in helping establish the Champaign County Environmental Stewards, who are among those that have helped spearhead the collection events. This is a new non-profit that hopes to have year-round or more frequent collections.

B. Notice of non-Compliance with Illinois Noxious Weed Law

Mr. Hall explained the state has a Noxious Weed Law that says every county is to appoint a Weed Commissioner who surveys all the noxious weeds in the county and prepares a plan for control of them. It would be a huge effort to do this. We have never done this, but what we do is if people call with complaints; we follow up on those complaints. Almost every landowner that has been contacted about a complaint with noxious weeds has taken the necessary action to correct it without Champaign County having to do anything else. Mr. Hall knows of only one county in the state that never gets this notice. We do respond when we get complaints. Luckily, we don't get many complaints in any given year.

Mr. Stohr wanted to inform members of the committee about the Lincoln Heritage Resource Conservation and Development Organization, of which Champaign County is a member, has a program of getting rid of noxious/alien species of weeds. They get no federal or state funding. They get funding through doing supervised controlled burns. There is lots of volunteer support for this from various conservation groups. They also do some education for schools and they also talk about pollinators and plants that are friendly to pollinators. While we may be out of compliance, we do participate in a program with five other counties.

VIII. New Business: Items to be Approved at ELUC

A. Annual Renewal of Recreation & Entertainment License

- i. Hudson Farm Wedding & Events, LLC, 1341 CR1800E, Urbana, IL 61802.
01/01/21 – 12/31/21
- ii. Alto Vineyards, 4210 North Duncan Road, Champaign. 01/01/21 – 12/31/21

OMNIBUS MOTION by Mr. Esry to approve the Recreation and Entertainment Licenses for both Hudson Farm Weddings and Events, LLC and Alto Vineyards. The motion was seconded by Mr. Stohr. There was no discussion.

Upon vote, the **MOTION CARRIED** unanimously.

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

- A. Subdivision Case 204-20: Bullington Subdivision – Final Plat Approval of a Two-Lot Minor Subdivision located in the Northeast Quarter of the Southeast Quarter of Section 29 of T21N-R14W of the Second Principal Meridian in Compromise Township and commonly known as the house located at 2549 CR2700E, Penfield.

Comments from Mr. Hall included anytime a minor subdivision comes up that the perc data and certification of the lot characteristics are common waivers. They're not trying to skirt the regulations. This has been reviewed by the Health Department and they've signed off on the lots and soil characteristics. The waivers are more of an indication of how out-of-date our subdivision regulations are. The proposed subdivision complies with the Minimum Subdivision Standards.

MOTION by Mr. Esry and seconded by Mr. Patterson

Mr. Stohr stated that originally, he was prepared to contest some of this. After discussion with Susan Burgstrom at Planning and Zoning and Jeff Blackford at Public Health; they persuaded him that some of his concerns could be mitigated by methods that are used.

Upon vote, the **MOTION CARRIED** unanimously.

- B. Request to Adopt the Champaign County Multi-Jurisdictional Hazard Mitigation Plan Update 2020

John Dwyer from EMA spoke on the Hazard Mitigation Plan. This is something we look at every so often. Some of the threats include severe weather, chemical issues and even before Covid, pandemic was included as well. It's a good plan as far as where we're going and what we can do to prevent as much loss of life, limb and property as we can. It's an all-encompassing plan. It's been adopted by multiple jurisdictions and villages across the county and we've received great support from the U of I as well as Parkland.

Ms. Monte added that we have also updated all the risk assessments and received input from new advisory committee people. It's new, updated information that will be posted and eventually printed.

MOTION by Ms. King to adopt the Champaign County Multi-Jurisdictional Hazard Mitigation Plan Update 2020. The motion was seconded by Mr. Paul.

Upon vote, the **MOTION CARRIED** unanimously.

X. Other Business

A. Monthly Reports

i. October

The October report was received and placed on file.

B. Status of Health Department Review of Recreation and Entertainment Licenses

Mr. Thorsland led the discussion on this issue. He had been asked by a committee member to discuss this. The County Clerk's office signs off on these as to the fees, the Sheriff's office also signs off on these for police record and credit check, then Planning and Zoning signs off on zoning and restrictions and then it comes to ELUC. One of the items we don't know, is if any of these establishments have health department violations.

When Mr. Thorsland asked about putting this on the Agenda, Mr. Hall said that he could only think of one R & E Licensee that didn't also carry a Liquor License. The Champaign County Health Department is involved in the review of Liquor Licenses. Liquor Licenses are approved by the Liquor Commissioner (the County Executive) and are not reviewed by ELUC.

Do we want to know about that, or any health department concerns, when we approve these R & E Licenses? Ms. Fortado asked approximately how many we do a year. There are about 15 annual licenses and then maybe five or so smaller events in a typical year. Ms. Fortado said it would be beneficial in some ways knowing, but agrees with Mr. Paul's reasoning to remove from the agenda. If we put another burden on the health department and not give them any more resources to do that, it is not a good idea. They are at max capacity right now. We would need to work things out before we add another checkbox.

Mr. Stohr agrees with Ms. Fortado's concern of putting more on the health department right now. It would be interesting to see what the Health Department would have to say about this. Does the Health Department have dedicated staff to do this? Mr. Hall answered that he didn't think they did, but they do already do the Liquor Licenses. They are already inspecting for Liquor Licenses. They probably wouldn't want to do redundant inspections. In the case of the one without a Liquor License, they get inspected anyway because of the amount of food they sell. Mr. Stohr asked if they have to have a safety check. Mr. Paul said the Health Department can already shut down facilities they deem a danger to the public.

R&E and Liquor Licenses are renewed 6 months apart, R & E on 1/1 and Liquor on 6/1. Mr. Thorsland asked what would be the difficulty for reporting to ELUC if the Liquor License is current. Mr. Hall stated that it should be fairly easy.

Ms. Fortado stated that if one of these venues get their Liquor License pulled, will they be back to us to renew their R & E? It would be hard to hold a wedding, concert, etc. without a liquor license. Mr. Esry added that he agreed with Stephanie. Does knowing their liquor license was pulled change much?

Ms. Fortado thought the work should flow the other way. The Liquor Commissioner should inform ELUC if a liquor license has been pulled.

XI. Chair's Report

There was no Chair's Report.

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

Items to be placed on the Consent Agenda include 9. A. and 9. B.

XIII. Adjournment

Ms. Fortado moved the adjourn the meeting with a second by Mr. Paul. Mr. Thorsland adjourned the meeting at 7:40 p.m.

Please note the minutes reflect the order of the agenda and may not necessarily reflect the order of business conducted at the meeting.



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

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

DATE: January 28, 2021
TO: Environment and Land Use Committee
FROM: Susan Monte, Planner and County Recycling Coordinator
RE: Champaign County Solid Waste Management - Information Series Part 2

ACTION
REQUESTED: For Information

Introduction

This new series provides useful information about solid waste planning and management in Champaign County and will be presented at ELUC meetings in five parts during the first half of 2021.

Part 2 of the series (highlighted below) will be featured at the February 4, 2021 ELUC meeting.

Information Series: Champaign County Solid Waste Management	
1	<ul style="list-style-type: none">• IL mandate to counties regarding solid waste planning• IL waste management hierarchy• CC Solid Waste Management Plan and updates• IL Commodity/Waste Generation & Characterization Study Update
2	<ul style="list-style-type: none">• Infrastructure: Landfills, transfer stations, etc.• CC Regional Pollution Control Facility Siting Procedures ordinance• Estimating waste generation and landfill diversion• CC waste hauler license fee
3	<ul style="list-style-type: none">• Available recycling options C&D debris, metals, aluminum, cardboard, paper, glass, plastics, batteries
4	<ul style="list-style-type: none">• Banned from IL landfills Lead acid batteries, mercury-switch thermostats, tires, yard waste, white goods, e-waste, rechargeable batteries
5	<ul style="list-style-type: none">• Hard-to-manage materials Food scraps, HHW, paint, pharmaceuticals, sharps, carpet, mattresses, single-use plastics, glass bottles/jars

Landfills

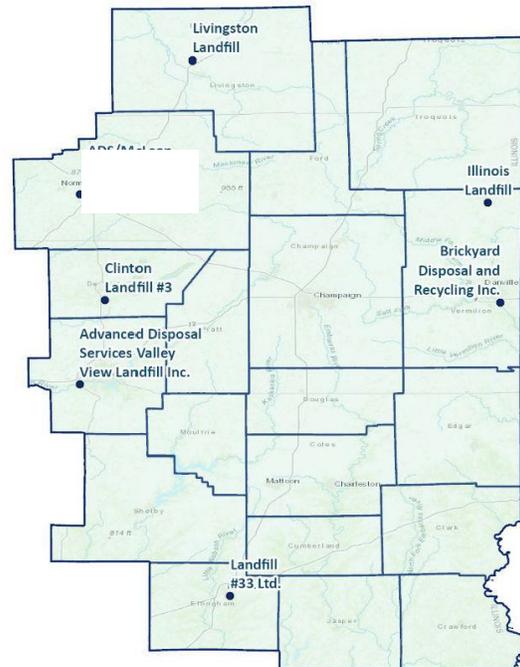
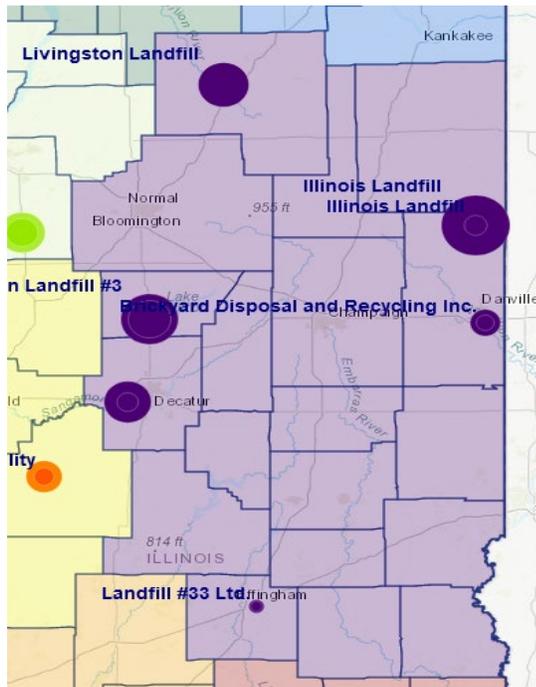
Landfill Trend and Forecast

In the United States, landfilling is by far the dominant MSW disposal method. But the number of landfills has been decreasing for decades.

In 1988, there were nearly 8,000 landfills in the U.S. and in 2017 the number of operating landfills was closer to 1,250. Some of this attrition may be due to a movement away from small, local landfills toward large, regional ones. But it's also true that the siting and permitting of new landfills is nearly impossible. If the current pattern continues, the U.S. could run out of landfill space by 2036. If recycling rates drop further as a result of the Chinese import ban, it could be 2031. (Excerpt from <https://earth911.com/business-policy/solid-waste-trends-forecast/>)

In Illinois, although the number of landfills has decreased over the years, the total capacity has increased as existing landfills have expanded. The most current IEPA estimate is that landfills in Illinois still have 1,232.4 million gate cubic yards of available capacity, enough space to last Illinois residents for about 24 years.

IEPA Interactive Landfill Capacity and Life Expectancy Map, Illinois EPA Region 4 East Central Illinois



Region 4: East Central Illinois

Landfill	Capacity (cubic yds)	Disposal Volume (cubic yds)	Average Disposal (5 yr) ¹	Life Expectancy (yrs)
Advanced Disposal Services Valley View Landfill Inc	17,707,125	568,300	539,475	31
Brickyard Disposal and Recycling Inc.	11,371,703	689,585	689,605	17
Clinton Landfill #3	55,230,467	1,369,028	1,073,993	51
Illinois Landfill	20,160,580	105,235	104,071	194
Landfill #33 Ltd.	972,012	305,506	272,251	3
Livingston Landfill	69,254,530	2,877,159.00	3,525,376	20
Six Landfills Total	174,696,417	5,914,813	6,204,771	28.16

Note:

1. Average Disposal (five-year) data and regional totals are from IEPA Landfill Report data as of January 1, 2020.

Why Landfill Information is Important

Disposing waste in landfills is one part of an integrated waste management system. It is the least preferred option of the waste management hierarchy in Illinois.

The County has siting authority for landfills in Champaign County.

Careful monitoring of operational and legacy landfills that are situated over the Mahomet Aquifer is critical. The US EPA designated a portion of the Mahomet Aquifer system in east-central Illinois as a **Sole Source Aquifer (SSA)**, with an Aquifer Service Area includes several communities outside the SSA boundary that withdraw water from the Mahomet Aquifer, including a number of south Champaign County communities.

	<p>“The Mahomet Aquifer is one of Illinois’ most important groundwater resources, serving as the primary source of drinking water for more than 500,000 people in 15 Illinois counties and providing an estimated 220 million gallons of water per day to communities, agriculture, industry, and rural wells. In 2017, the Illinois General Assembly created the Mahomet Aquifer Protection Task Force to identify gaps in existing aquifer-protection regulations and efforts, specifically:</p> <ul style="list-style-type: none">• Develop a state plan to maintain the groundwater quality of the Mahomet Aquifer;• Identify current and potential contamination threats to the water quality of the Mahomet Aquifer;• Identify actions that might be taken to ensure the long-term protection of the Mahomet Aquifer; and• Make legislative recommendations for the protection of the Mahomet Aquifer.” <p>Excerpt: <u><i>Mahomet Aquifer Protection task Force: Findings and Recommendations</i></u>, published December 21, 2018</p>
--	---

Four **operational landfills** are situated over or nearby the Mahomet Aquifer:

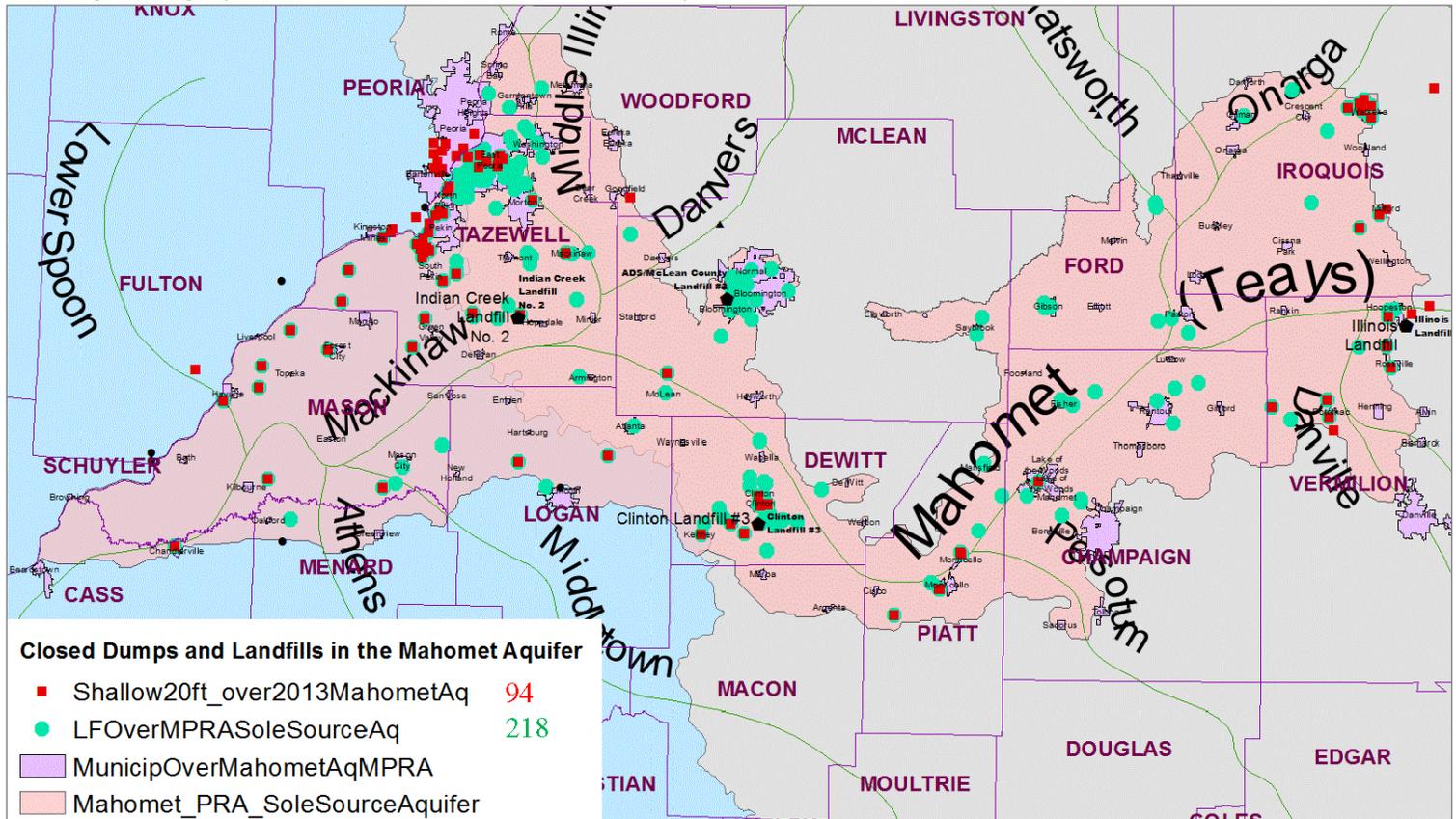
- Indian Creek Landfill No. 2 in Tazewell County
- Clinton Landfill #3 in DeWitt County
- Advanced Disposal Services Valley View Landfill, Inc. in Macon County
- Illinois Landfill in Vermilion County

Several **legacy landfills** are situated over the Mahomet Aquifer (see figure on the next page). A legacy landfill is generally defined as any site which closed before 1982 and contains material that would be defined as hazardous under the Resource Conservation and Recovery Act, but received that material before the law was enacted in 1976.

The Task Force identified **legacy landfills** as a potential threat of contamination to the Mahomet Aquifer and recommended two actions to address the potential threat of legacy landfills:

- Conduct a pilot at the Pekin landfill to establish a trust fund for obtaining certified closure. Use the techniques recommended to evaluate pre-Part 807 landfills in areas with a high potential for aquifer recharge.
- Train inspectors to use the detailed terrain model templates and instruct staff on how to annotate these images with defects such as depressions, erosion, landslides, barren areas, leachate seeps, trees, and vegetation anomalies.

Figure: Legacy landfills situated over the Mahomet Aquifer



Source: Chris Stohr, Illinois State Geological Survey

The above image is from Dr. Christopher Stohr’s testimony to the Mahomet Aquifer Protection Task Force on August 6, 2018. Dr. Stohr called for further study on landfills that pose a hazard to surface and ground water resources, including landfills situated over unsuitable geology, over shallow aquifers, abandoned landfills, landfills within or proximity to the 500-year floodplain, and landfills near dwellings and private wells.

Transfer Stations in IEPA Region 4

Waste transfer stations are facilities where municipal solid waste is unloaded from collection vehicles and briefly held while it is reloaded onto larger long-distance transport vehicles for shipment to landfills or other treatment or disposal facilities. By combining the loads of several individual waste collection trucks into a single shipment, companies or communities can save money on the labor and operating costs of transporting the waste to a distant disposal site... and reduce the total number of vehicular trips traveling to and from the disposal site. Although waste transfer stations help reduce the impacts of trucks traveling to and from the disposal site, they can cause an increase in traffic in the immediate area where they are located. If not properly sited, designed and operated they can cause problems for residents living near them. (Excerpt from US EPA webpage “Transfer Stations” <https://archive.epa.gov/epawaste/nonhaz/municipal/web/html/transfer.html>)

Transfer Stations in IEPA Region 4 (continued)

Champaign County	Waste Transfer & Material Recovery Facility, 10 E St Mary's Rd, Champaign
	Central Waste Services 915 Saline Ct/Urbana Transfer Station, 921 Saline Ct, Urbana
	Safety Kleen Corp, 500 W. Anthony Dr, Urbana
Piatt County	Monticello Transfer Station, 904 Allerton Rd, Monticello
Macon County	Macon County Composting LSW Transfer Station, 3520 N Bearsdale Rd, Decatur
DeWitt County	Clinton Transfer Station, Rt 51, Clinton
McLean County	Veolia ES Solid Waste Midwest LLC, 6351 W State St, Charleston
	Bloomington Transfer Station, 2112 W Washington St, Bloomington
Edgar County	Paris Transfer Station, 12783 E 950th Rd, Paris
Effingham County	Effingham County Transfer Station, 2184 N 300th St, Mason
Shelby County	Shelbyville Transfer Station, 615 W Main St, Shelbyville
	Evergreen AES Environmental Services, 1000 S 1 st St, Shelbyville
Moultrie County	D&B Waste Transfer Station, RR 3 Route 121 West, Sullivan

Champaign County Regional Pollution Control Facility Siting Procedures Ordinance

Champaign County Resolution No. 5167 is the Resolution Establishing Regional Pollution Control Facility Siting Procedures, with provisions applicable to unincorporated Champaign County.

A regional pollution control facility is: (1) a regional pollution control facility initially permitted for development or construction after July 1, 1981; or (2) the area of expansion beyond the boundary of a currently permitted regional pollution control facility; or (3) a permitted regional pollution control facility requesting approval to store, dispose of, transfer or incinerate, for the first time, any special or hazardous waste. (Ill. Rev. Stat. 1989, ch. III1h, par. 1003.32).

Estimating Waste Generation and Landfill Diversion

The Illinois Solid Waste Planning and Recycling Act, 415 ILCS 15/6 requires that each adopted county waste management plan include a recycling program designed to recycle 25% of its municipal waste. Challenges associated with estimating waste generation and landfill diversion rates for Champaign County will be reviewed at the February 4 ELUC meeting.

Champaign County Waste Hauler License Fee

Counties are empowered by Statute, 55 ILCS 5/5-8005 to inspect vehicles proposed to be operated for the purpose of collecting and transporting garbage, municipal waste, rubbish, animal excretion, glass or metal containers, products or objects discarded as no longer usable, paper, wood, cardboard waste, uprooted weeds, grass clippings, leaves and the like, ashes and cinders, discarded furniture or clothing, dead animals or any other discarded materials.

Counties are empowered by Statutes, 55 ILCS 5/5-8002 through 8007, to regulate the activities of persons in the business of collecting and transporting such materials by requiring each such person to secure a license from the county and charging a fee therefore; and to require adherence to such reasonable standards of health and safety as the county board may prescribe and to prohibit any such person from commercially collecting or disposing of such materials without a license and when not in compliance with such standards of health and safety as may be prescribed by the county board.

**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

DATE: January 25, 2021
TO: Environment and Land Use Committee
FROM: Susan Monte, Planner and County Recycling Coordinator
RE: Online Registration Opens March 8, 2021 for Residents to Attend
IEPA-Sponsored One-Day Household Hazardous Waste Collection

ACTION
REQUESTED: For Information

IEPA-Sponsored Household Hazardous Waste Collection Event
Online registration opens on March 8, 2021

An IEPA-sponsored Household Hazardous Waste Collection Event has been scheduled to take place in Champaign on Saturday, April 10, 2021. This collection event is open to all Illinois residents.

Residents must pre-register for this event at hhwevent.simplybook.me by selecting from available time slots between 8 a.m. and 3 p.m. Online registration will remain open until all the time slots are full.

To prevent the long wait times experienced during the October 2019 collection, the hazardous waste contractor for this collection will provide additional drop-off lines, more staff, and fewer residents will be registered in each time slot.

Types of items that will be collected include oil-based paints, insecticides, cleaning products, mercury, and similar hazardous waste. Please review the full list of items that will and won't be accepted, as well as additional details about the event location on the [registration website](#).

If residents need assistance registering for this event please notify persons listed below:

- City of Urbana residents: Courtney Kwong, 217.344-2302 or crkwong@urbanaininois.us
- City of Champaign residents: Nichole Millage, 217.403-4780 or nichole.millage@champaignil.gov
- All other Champaign County residents: Susan Monte, 217.819-4127 or smonte@co.champaign.il.us

Illinois Environmental Protection Agency

Public Notice
New Federally Enforceable State Operating Permit
Beauty Quest Group in Rantoul

Beauty Quest Group has applied to the Illinois Environmental Protection Agency for a new federally enforceable state operating permit (FESOP) regulating air emissions from its facility located at 205 Shellhouse Drive in Rantoul. The facility is a beauty and health products production facility. The Illinois EPA has reviewed the application and made a preliminary determination that the application meets the standards for issuance and has prepared a draft permit for public review and comment.

The Illinois EPA is accepting written comments on the draft permit. Comments must be received by 11:59 PM February 22, 2021. If sufficient interest is expressed in the draft permit, a hearing or other informational meeting may be held. Requests for information, comments, and questions should be directed to Elizabeth Wake, Office of Community Relations, Illinois Environmental Protection Agency, 1021 N. Grand Ave East, PO. Box 19506, Springfield, Illinois, 62794-9506, phone 217/524-2890, TDD phone number 866/273-5488, Elizabeth.Wake@illinois.gov.

The repositories for these documents and the application will be made available at the Illinois EPA's offices at 2125 South First Street, Champaign, 217/278-5800 and 1021 North Grand Avenue East, Springfield, 217/782-7027 (please call ahead to assure that someone will be available to assist you). The draft permit and other documents may also be available at <http://bit.ly/2SiUSql>. Copies of the documents may also be obtained upon request to the contact listed above.

The 1990 amendments to the Clean Air Act require potentially major sources of air emissions to obtain federally enforceable operating permits. A FESOP permit allows a source that is potentially major to take operational limits in the permit so that it is a non-major source. The permit will contain federally enforceable limitations that restrict the facility's emissions to non-major levels. The permit will be enforceable by the USEPA, as well as the Illinois EPA.

**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

DATE: January 25, 2021
TO: Environment and Land Use Committee
FROM: Susan Monte, Planner and County Recycling Coordinator
RE: Resolution Authorizing Brookfield Properties and Champaign County Event Agreement for IEPA One-Day Household Hazardous Waste Collection on April 10, 2021
ACTION
REQUESTED: Recommend County Board Approval

The Event Agreement for the April 10, 2021 IEPA One-Day Household Hazardous Waste Collection at Market Place Shopping Center is attached.

Attachment: Brookfield Properties Event Agreement

**EVENT AGREEMENT
(Single Shopping Center)**

This Event Agreement ("Agreement") is made as of this day, Tuesday, January 19, 2021, ("Effective Date") by and between the owner that have executed this Agreement ("Owner") and Champaign County ("Organizer").

WHEREAS, Owner owns the Shopping Center listed on Exhibit A ("Shopping Center"), or pursuant to certain agreements with the Owner, Owner has the right to contract for and provide the services described herein to the Shopping Center, and has engaged affiliate Brookfield Properties Retail Inc. to provide the Services as further set forth herein and in Exhibit A.

WHEREAS, Organizer seeks to conduct an event in a portion of the common area of the Shopping Center as more particularly described herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. **TERM.** The "Term" of this Agreement shall begin on the Effective Date and shall terminate on the "Expiration Date" specified on Exhibit A. The Event (as hereinafter defined) shall be conducted during the "Event Term" specified on Exhibit A.
2. **EVENT.** During the Event Term, Organizer shall conduct the event described on Exhibit A in a portion of the common area of the Shopping Center more particularly described on Exhibit A ("Premises"). Any activities conducted and/or exhibition of any displays, sets, signs, decorations, materials, advertising collateral and/or equipment of Organizer specified on Exhibit A (collectively the "Event Elements") during the Event Term shall be collectively referred to herein as the "Event". If storage of any Event Elements is included in the services and/or benefits provided Owner as more particularly specified on Exhibit A ("Services"), the Premises is deemed to include the area(s) in which such Event Elements are stored.
3. **EVENT FEE.** In consideration for the rights granted by Owner under this Agreement, Organizer agrees to pay the "Event Fee" to "Payee" at the address and pursuant to the payment schedule, all as set forth on Exhibit A.

If the Event Fee, or any portion thereof, is not paid within ten (10) days of when due, the unpaid balance of all, or the then due portion, of the Event Fee will be assessed a service fee of one and one-half percent (1.5%) per month to the extent allowed by law. Owner will have the right to suspend and/or terminate the Services and Organizer's access to the Premises if Organizer fails to timely pay Payee in accordance with the terms of this Agreement. If it becomes necessary for Owner to remove any or all elements of the Event and/or other personal property of Organizer from the Premises as a result of Organizer's default, Organizer shall reimburse Owner for all reasonable costs incurred in connection therewith upon fifteen (15) days' written notice. If Organizer fails to satisfy the obligations required to gain access to the Premises as provided in Sections 4A, 4B and 4C of this Agreement, Organizer shall not be relieved of its obligation to pay the Event Fee.

4. **ORGANIZER'S OBLIGATIONS.**

- A. **Submission of Event Elements.** By the "Delivery Date" specified on Exhibit A, Organizer agrees to deliver to Owner all Event Elements specified on Exhibit A, which may include without limitation camera-ready artwork, advertising collateral, display or set designs, signs, copy, electronic files, activity plans and schedules, promotional materials and/or samples to be distributed and/or such other materials, logos, trademarks and designs to be used in connection with the Event, as are necessary for Owner to approve the Event and provide the Services pursuant to this Agreement.
- B. **Permits.** Organizer shall procure and keep in full force and effect, at its sole cost and expense, from governmental authorities having jurisdiction over the Shopping Center, any and all licenses, permits, bonds or other authorizations necessary to conduct the Event as contemplated under this Agreement. Organizer will notify Owner immediately if Organizer fails to obtain the required permits and licenses prior to commencement of the Event. A copy of any required permits or licenses shall be provided to Owner prior to commencement of the Event and the provision of such permits or licenses to Owner is a condition precedent to any access to the Premises
- C. **Insurance.** Organizer shall provide the insurance coverage set forth on Exhibit B attached hereto and deliver to Owner a certificate of insurance described therein prior to commencement of the Event.
- D. **Event Set-up and Operation.** Organizer shall have the sole responsibility of conducting the Event, which may include the erection and installation of any Event Elements authorized by Owner, unless erection and installation are included in the Services. Organizer shall install the Event Elements and promptly repair at its sole cost and expense any damage to the Shopping Center caused by Organizer, any contractors or other providers of Organizer, exhibitors and/or participants in the Event (each a "Contractor" and collectively the "Contractors"), or their respective employees, agents, affiliates or

Brookfield Properties

subcontractors in connection with the set-up of the Event. Organizer shall maintain the Event Elements and conduct the Event solely on the Premises in a clean and orderly manner that exemplifies a first-class shopping center. In no event shall Organizer, any Contractor or any of their employees, agents, affiliates, subcontractors or suppliers (collectively "Organizer Parties") hawk or otherwise create a nuisance in the Shopping Center.

- E. **Removal of Event Elements.** Upon the earlier of the expiration of the Event Term or termination of this Agreement, Organizer shall remove all Event Elements from the Premises, repair damage caused by such removal and peaceably yield up to Owner the Premises in good order, repair and condition. Until such time as all Event Elements are removed, Organizer's obligations shall continue as set forth in this Agreement. In the event Organizer does not remove all Event Elements at the expiration of the Event Term or earlier termination of this Agreement, Owner shall provide Organizer with written notice of Organizer's failure to remove the Event Elements from the Premises. Such written notice shall provide Organizer with one (1) day for the purpose of removing the Event Elements from the Premises ("Notice Period"). In the event Organizer does not remove any or all of the Event Elements within the Notice Period, Owner shall have the right, in its sole and absolute discretion, to either remove and store the Event Elements or dispose of the Event Elements at Organizer's sole cost and expense. Organizer shall have no claim against Owner for such removal, storage and/or disposal.
- F. **Compliance With Law.** Organizer agrees to perform all of its obligations under this Agreement in a professional manner and shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, codes and other governmental requirements.
- G. **Acknowledgement.** Organizer acknowledges and agrees that Owner's ability to provide access to the Premises and the Services is contingent upon Organizer's timely performance of Organizer's obligations under this Agreement and Organizer's failure to perform any of its obligations shall be a material breach of this Agreement.
5. **OWNER'S OBLIGATIONS.** Owner shall review and approve in writing, in its sole discretion, all Event Elements. Owner reserves the right during the Term to reject any or all Event Elements for any reason or no reason and to curtail or regulate any or all Event Elements including without limitation sound levels thereof and Organizer Parties, at Organizer's expense. Subject to Organizer's obligations set forth in Section 4 of this Agreement and Owner's approval of the Event, Owner shall provide to Organizer and each authorized Contractor access to the Premises during the Event Term in accordance with this Agreement. Organizer and each authorized Contractor shall be allowed access to, and use of, the loading dock and parking lot at reasonable times, as determined by Owner and as needed to perform Organizer's obligations under this Agreement. Owner shall also provide to Organizer the Services.
6. **CONTRACTORS.** Organizer shall be responsible to procure any and all Contractors necessary for the Event. Organizer shall supply Owner with a list of all proposed Contractors at least five (5) business days prior to commencement of the Event. The list shall specify the names, addresses and type of each Contractor. Organizer agrees that only Contractors approved by Owner in writing will be permitted to enter the Premises. Organizer acknowledges and agrees that Owner shall not approve of, or permit, any such Contractor to enter the Premises, until Owner has received from each Contractor (i) a certificate of insurance evidencing insurance coverage set forth on Exhibit B attached hereto satisfactory to Owner and (ii) an original of Exhibit C signed by an authorized representative of each Contractor, without any modification. Any exception or modification to the foregoing requirements shall be in Owner's sole and absolute discretion.
7. **INTELLECTUAL PROPERTY RIGHTS.**
- A. Each party owns and shall retain all right, title and interest in and to its trademarks and service marks (collectively "Marks"). Neither party shall, in any way during the Term or thereafter, directly or indirectly do or cause to be done any act or thing contesting or in any way challenging any part of the other party's right, title and interest in such party's Marks. Without the prior written consent of Owner, Organizer shall not, while this Agreement is in effect or thereafter, use or permit the use of Owner's name or the name of any affiliate of Owner, or the name, address or any picture or likeness of, or reference to, the Shopping Center in any advertising, promotional, or other materials.
- B. Owner may make still, digital, video and/or photographic images or recordings of the Shopping Center which may include the Event Elements, Organizer's Marks and/or other materials of Organizer's displayed at the Shopping Center during the Term. Owner shall have the right to use such images or recordings for purposes of promoting the Shopping Center and marketing activities at the Shopping Center.
8. **REPRESENTATIONS AND WARRANTIES.**
- A. Organizer represents and warrants that (i) the production, operation, broadcasting, advertising and promotion of the Event and the use of the Event Elements as provided in this Agreement will not violate the trademark rights, copyrights, the right of privacy or publicity or constitute a libel or slander, or involve plagiarism or violate any other rights of any person or entity; (ii) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms and there are and shall be no agreements (oral or written) which conflict with Organizer's full performance hereof; and (iii) it has inspected the Premises and acknowledges that such area is safe and suitable for the Event contemplated hereunder.
- B. Owner represents and warrants that it has the full right and legal authority to enter into and fully perform this Agreement in

Brookfield Properties

accordance with its terms and there are and shall be no agreements (oral or written) which conflict with Owner's full performance hereof.

9. INDEMNIFICATION.

- A. Organizer shall indemnify, hold harmless, defend and reimburse Owner, including Owner's parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, ("Indemnified Parties") from and for all claims, losses, damages, liabilities, expenses, encumbrances, attorneys' fees and litigation expenses (collectively "Claims") which arise or are alleged to arise wholly or partly out of: (i) any violation of this Agreement by Organizer or any Contractor; or (ii) any negligence or intentional misconduct or other action or omission of any of the Organizer Parties. Without limiting the generality of the foregoing, such Claims include matters involving: (a) bodily or personal injury, sickness or disease or death of any of the Organizer Parties, the Indemnified Parties or third parties who are in or may be in the Shopping Center from time to time; (b) losses of, or damage to, personal, intangible or real property of any of the Organizer Parties, the Indemnified Parties or third parties who are in or may be in the Shopping Center from time to time (including reduction in value and loss of use or income); (c) employer-employee relations of the Organizer Parties; (d) infringement of any intellectual property or proprietary rights; or (e) claims for express or implied indemnity or contribution arising by reason of any Claims.
- B. Owner shall indemnify, hold harmless, defend and reimburse Organizer, including Organizer's parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, from and for all Claims which arise or are alleged to arise out of: (i) Owner's breach of any of its representations, warranties or obligations under this Agreement; or (ii) Owner's negligence or intentional misconduct or other action or omission of Owner, its affiliates, subcontractors, employees and agents.
- C. This Section 9 shall survive the expiration or earlier termination of this Agreement, and shall not be construed to provide for any indemnification which would, as a result thereof, make the provisions of this Section 9 void, or to eliminate or reduce any other indemnification or right which any indemnitee has by law.

10. **LIMITATION ON LIABILITY.** Organizer hereby agrees to be solely responsible for any loss or damage to the Event Elements and any other equipment or property of Organizer or the Contractors or injury to any of the Organizer Parties resulting from the use of the Premises, except to the extent such loss or damage is caused by the gross negligence of Owner. Owner shall not be liable to any of the Organizer Parties for any loss or damage to any property of any Organizer Parties, including without limitation for any removal of such property by Owner during the Event Term or upon the earlier of the expiration of the Event Term or termination of this Agreement. Except as specifically provided in this Section 10, Organizer waives any claim against Owner for any damage to any property of the Organizer Parties and will obtain a similar waiver from any Contractor.

No representation, guarantee, assurance or warranty is made or given by Owner that the security procedures used by Owner, if any, will be effective to prevent (i) injury to Organizer, any Contractor, guests, or any other person who is or may be in the Shopping Center from time to time or (ii) damage to, or loss (by theft or otherwise) of any property of the Organizer Parties or of the property of any other person who is or may be in the Shopping Center from time to time.

ORGANIZER EXPRESSLY UNDERSTANDS AND AGREES THAT OWNER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, LOSS OF DATA, LOSS OF AIR TIME, OR OTHER INTANGIBLE LOSSES (EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THE AGGREGATE LIABILITY OF OWNER FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED UP TO, BUT NOT TO EXCEED, THE AMOUNT ACTUALLY PAID BY ORGANIZER TO PAYEE UNDER THIS AGREEMENT.

11. **RELOCATION; REMOVAL.** Owner has the right in its sole discretion to relocate the Premises within the Shopping Center for any reason, including but not limited to remodeling or construction, whether temporarily or permanently. In the event of such relocation Owner shall provide Organizer with notice of the relocation and shall make reasonable efforts to relocate the Premises at Owner's expense to a location within the Shopping Center that offers comparable exposure to Organizer, as determined by Owner. If it is not feasible to relocate as determined by Owner, Owner shall reimburse to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term. Such reimbursement shall be the sole and exclusive remedy available to Organizer in the event relocation of the Premises is not feasible.

During the Event Term, Owner has the right in its sole discretion to remove any or all Event Elements for any reason, including without limitation default by Organizer, or no reason. Owner shall reimburse to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term for any removal not caused by Organizer's breach of this Agreement. Such reimbursement shall be the sole and exclusive remedy available to Organizer for such removal of any or all elements of the Event.

12. **TERMINATION; FAILURE TO PERFORM.**

Brookfield Properties

- A. **Termination for Cause.** Unless cured within ten (10) business days of the alleged breach (but in no event later than one (1) business day prior to commencement of the Event) either party may terminate this Agreement upon notice if the other party commits a material breach of this Agreement; or at any time upon written notice if the other party ceases its business operations, becomes insolvent or unable to pay its debts as they mature, makes a general assignment for the benefit of its creditors, is the subject of an appointment of a receiver or trustee for its business at the Shopping Center, or files or has filed against it proceedings under any provision of the United States Bankruptcy Code, as codified at 11 U.S.C. Sections 101, *et seq.* or similar law, as such may be amended from time to time. Any such notice of termination shall identify the Shopping Center to which it applies and specify the alleged breach or cause in reasonable detail. In the event of termination of this Agreement by Owner pursuant to this Subsection 12A, in addition to any other remedies available to Owner at law, in equity or otherwise, Organizer shall pay to Owner the Event Fee.
- B. **Termination without Cause.** Owner may terminate this Agreement immediately upon notice to Organizer at such time as Owner may elect without cause. If Owner terminates this Agreement without cause, Owner shall refund to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term.

13. GENERAL PROVISIONS.

- A. **Entire Agreement.** This Agreement, which includes the exhibits referenced herein and attached hereto, sets forth the entire understanding and agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, representations, warranties, understandings and commitments of the parties, whether oral or written, with respect thereto.
- B. **Assignment.** This Agreement may not be assigned, in whole or in part, by the Organizer without the prior written consent of Owner. Owner may freely assign this Agreement to any affiliate or to any other assignee, provided that any such assignee (other than an affiliate) agrees in writing to fulfill all obligations of Owner under this Agreement.
- C. **Audit.** This Section shall apply if the Event Fee is based on a percentage of Organizer's sales. At any time during the Term and for one (1) year after the Expiration Date, Owner shall have the right, upon reasonable notice to Organizer to inspect and/or audit the records of Organizer directly related to the calculation of the percentage rent to verify the accuracy of any information provided by Organizer to Owner. Such inspection shall occur at Organizer's headquarters during mutually agreed upon dates and times during regular business hours.
- D. **Notices.** All notices, requests and approvals required under this Agreement must be in writing and addressed to the other party's designated contact for notice as set forth on Exhibit A, or to such other address as such party designates in writing. All such notices, requests and approvals will be deemed to have been given either when personally delivered or upon delivery by either registered or certified mail, postage prepaid with return receipt requested, or by a recognized commercial courier service providing proof of delivery or, in the absence of delivery, on the date of mailing. Every notice shall identify the Shopping Center to which it applies. The provisions of this Section 13C shall survive termination of this Agreement.
- E. **Governing Law; Disputes.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the state in which the Shopping Center is located without regard to its choice of law or conflicts of laws provisions. The parties hereby waive trial by jury. If either party shall institute any action or proceeding against the other relating to the provisions of this Agreement, the prevailing party in the action or proceeding shall be entitled to recover all reasonable costs and attorneys' fees from the unsuccessful party.
- F. **Reformation and Severability.** If any provision or term of this Agreement shall, to any extent, be held invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall, to the extent possible, be modified in such a manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties as expressed herein, and if such a modification is not possible, that provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- G. **Waivers; Modification; Amendment.** No waiver, modification or amendment of any term or condition of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment and the Shopping Center to which it applies. The failure of a party at any time to exercise any of its rights or options under this Agreement shall not be construed to be a waiver of such rights or options or prevent such party from subsequently asserting or exercising such rights or options, nor shall it be construed, deemed or interpreted as a waiver of, or acquiescence in, any such breach or default or of any similar breach or default occurring later.
- H. **Independent Contractor.** The parties are independent contractors with respect to one another and to this Agreement and shall not be construed to be the agent of the other under any circumstances. Neither party shall make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of, or on behalf of, the other or be obligated by or have any liability under any agreement or representations made by the other that are not expressly authorized in writing.
- I. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement, except

Brookfield Properties

for the obligation to pay, if such delay or failure is caused by a force beyond such party's control.

- J. **Counterparts.** This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by electronic mail or facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement electronically or by facsimile shall also deliver a manually executed counterpart of this Agreement; provided, however, the failure to deliver a manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

ORGANIZER:

Champaign County

By:

Its:

OWNER:

**CHAMPAIGN MARKET PLACE L.L.C., a Delaware
limited liability company**

By: _____

Authorized Signatory

Brookfield Properties

EXHIBIT A

1. SHOPPING CENTER; EVENT TERM.

Owner Entity: CHAMPAIGN MARKET PLACE L.L.C.

Property Name: Market Place Shopping Center
2000 NORTH NEIL STREET
CHAMPAIGN, Illinois 61820

Attn: Cynthia Morton-Petry
p: +1 (217) 9032283
e: cmpetry@brookfieldpropertiesretail.com

<u>Date / Time</u>	<u>Location(s) /Event Elements</u>
04/10/2021 - 04/10/2021	Market Place Shopping Center (2246) - Creativity 6 / Creativity
04/10/2021 - 04/10/2021	Market Place Shopping Center (2246) - NorthEast parking lot / Event - Parking Lot Event

2. EXPIRATION DATE. 4/10/2021

3. EVENT.

Market Place will be the location for the Illinois EPA One-Day Household Hazardous Waste Collection.

4. EVENT FEE; PAYMENT SCHEDULE.

Total Fees: \$1,000.00

	<u>Invoice Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Sales Tax</u>	<u>Total Amount</u>
Pymt 1:	4/10/2021	4/10/2021	\$1,000.00	\$0.00	\$1,000.00

Revenue Account Code: 42505 Events, Sampling & Tours
42575 Creativity

5. PAYEE(S); ADDRESS(ES) OF PAYEE(S).

CHAMPAIGN MARKET PLACE L.L.C.
MARKET PLACE SHOPPING CENTER
SDS-12-1461
PO BOX 86
MINNEAPOLIS, Minnesota 55486-1461

6. DELIVERY DATE. April 10, 2021

7. EVENT ELEMENTS.

Market Place will be the location for the Illinois EPA One-Day Household Hazardous Waste Collection.

8. SERVICES.

Obligations of Owner:

- Will provide parking lot space to hold event.

Owner will be responsible for providing the following services and/or benefits to Organizer:

Owner Production/Construction of Materials Responsibilities:

N/A

Owner Installation of Materials Responsibilities:

N/A

Owner Maintenance of Materials Responsibilities:

N/A

Owner Removal of Materials Responsibilities:

N/A

Owner Return of Materials Responsibilities:

Brookfield Properties

N/A

Number of Electrical Outlets Required:	0	Descriptions of Electrical Outlets Required: N/A
Number of Tables Required:	0	Description of Tables Required: N/A
Number of Chairs Required:	0	Description of Chairs Required: N/A
Number of Security Guards Required:	0	Description of Security Guards Required: N/A
Number of Platforms/Stages Required:	0	Description of Platforms/Stages Required: N/A
Table Skirting Required:	n/a	

Obligations of Organizer:

- Organizer shall not cause or allow the release, disposal of, or abandonment of any hazardous wastes or substances on or into the surfaces, ambient air, drains, sewers, wetlands, ditches, soils, retention or detention ponds or ground water on or under the Shopping Center.

Organizer will be responsible for providing the following services and/or benefits to Owner:

Organizer Production/Construction of Materials Responsibilities:

N/A

Organizer Installation of Materials Responsibilities:

Client will handle.

Organizer Maintenance of Materials Responsibilities:

Client will handle.

Organizer Removal of Materials Responsibilities:

Client will handle.

Organizer Return of Materials Responsibilities:

N/A

9. NOTICE ADDRESSES.

(a) Owner:
c/o Brookfield Properties Retail Inc.
350 N. Orleans St. Suite 300
Chicago, IL 60654-1607
Attn: VP, Strategic Partnership

(b) Organizer:
Champaign County
1776 E. WASHINGTON STREET
URBANA, Illinois 61802
FEIN: 376006910
Phone: (217) 384-3776

With copy to:
BPR REIT Services LLC
350 N. Orleans St. Suite 300
Chicago, IL 60654-1607
Attn: Legal Department - Corporate Contracts and
Securities

EXHIBIT B
INSURANCE REQUIREMENTS

REQUIRED INSURANCE.

Organizer and Contractor shall furnish and maintain in effect during the Term of the Agreement the insurance coverage described below:

General Liability	\$1,000,000 Occurrence/\$1,000,000 Aggregate except the Events set forth below which shall be as follows	
	Type of event	Standard GL Occurrence / Aggregate Requirement
	Dances	\$1,000,000 / \$3,000,000
	Petting Zoos	\$1,000,000 / \$3,000,000
	Vehicle Display Events	\$1,000,000 / \$3,000,000
	Vehicle Driven Events	\$2,000,000 / \$5,000,000
	Food Truck Events	\$2,000,000 / \$5,000,000
	Specialty Markets	\$2,000,000 / \$5,000,000
	Walks/Races	\$2,000,000 / \$5,000,000
	Carnivals	\$5,000,000 / \$5,000,000
	Circuses	\$5,000,000 / \$5,000,000
	Concerts (> 1500 attendees)	\$5,000,000 / \$5,000,000
	Dunk Tank	\$5,000,000 / \$5,000,000
	Rock Climbing	\$5,000,000 / \$5,000,000
	E-cycling	\$2,000,000 / \$2,000,000
	Medical Testing/Consultation	\$1,000,000 / \$2,000,000
	Health Screenings	\$1,000,000 / \$2,000,000
	Shots**(i.e. flu, etc.)	\$1,000,000 / \$3,000,000

Any Deductible or Self Insured Retention associated with this insurance in excess of \$5,000 requires Owner's written consent.

Professional Liability (Medical Malpractice)	Medical Testing/Consultation	\$1,000,000 / \$3,000,000
	Health Screenings	\$1,000,000 / \$3,000,000
	Shots**(i.e. flu, etc.)	\$1,000,000 / \$3,000,000

** Organizer shall ensure that all shots are administered by a registered health professional (e.g. LPN, RN, Physician's Assistant, etc.).

Automobile Liability \$1,000,000 Combined Single Limit

Workers' Compensation Employers' Liability Statutory

OR

\$500,000 Each Accident
\$500,000 Disease, Policy Limit
\$500,000 Disease, Each Employee

(for Monopolistic States)
Workers' Compensation
Stop Gap Employers' Liability

Evidence of Monopolistic State Coverage
\$500,000 Occurrence/Aggregate

Liquor Liability, or a combination of Liquor Liability and Follow Form Umbrella Liability or Follow Form Not Less Than \$5,000,000 Per Occurrence

Excess Liability:
(if alcohol is served)

This insurance shall include, but not be limited to, coverage for liability arising from premises, operations, independent contractors, and liability assumed under an insured contract.

Any Deductible or Self Insured Retention associated with this insurance in excess of \$5,000 requires Owner's written consent.

Brookfield

Properties

POLICY REQUIREMENTS.

The insurance required of Organizer and Contractor shall be issued by an insurer or insurers lawfully authorized to do business in the jurisdiction in which the Event(s) is located, and maintaining an AM Best rating of at least A- VII.

The General Liability Insurance, Automobile Liability Insurance, Liquor Liability insurance, and the Follow Form Umbrella Liability Insurance or Follow Form Excess Liability Insurance shall name, as "Additional Insureds", Brookfield Property REIT Inc., BPR REIT Services LLC, Brookfield Properties Retail Inc. and Shopping Center Owner Entity (exactly as identified on Exhibit A). All Insurance policies required by this Agreement shall contain waivers of any and all rights of subrogation against the Additional Insureds, and the Liability Insurance policies required by this agreement shall contain either a cross-liability endorsement or separation of insureds provision, which provision shall permit the limits of liability under Organizer's policies to apply separately to each Additional Insured.

All Insurance policies required by this Agreement shall state that they are primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of the Additional Insureds with respect to the negligence of Organizer, its employees, agents, contractors and/or subcontractors.

Organizer and Contractor, for both themselves and on behalf of the "Additional Insureds", shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible or self-insured retention, including any loss not covered because of the operation of such deductible or self-insured retention.

Before any Event, the Shopping Center shall be furnished valid and original certificate(s) of insurance evidencing that all required insurance coverages are in force. All insurance policies required in the Agreement shall not be allowed to be cancelled, allowed to lapse or substantially modified without thirty (30) days' prior written notice to Owner, except for non-payment of premium for which ten (10) days notice shall be provided.

Compliance with the insurance requirements of this Agreement shall not be relieved by Owner's, or any Shopping Center's, receipt or review of any insurance certificates.

EXHIBIT C

CONTRACTOR HOLD HARMLESS AGREEMENT

The undersigned, Heritage Environmental Services, LLC ("Contractor"), in connection with the HHW event ("Event") to be conducted at Market Place Shopping center on 04/10/21 (the "Shopping Center") during the Event Term specified in that certain Event Agreement dated _____ by and between the Owner that has executed this Agreement ("Owner") and Champaign County ("Organizer"). Contractor will indemnify, protect, defend and hold harmless Owner, Owner's parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, ("Indemnified Parties") from and against any and all claims, damages, actions, liabilities and expenses, including, without limitation, reasonable attorneys' fees and court costs arising from or in connection with the acts or omissions of the undersigned, its officers, agents, partners, affiliates, contractors, or employees (collectively "Contractor Parties") in connection with the Event and/or the presence of Contractor Parties at the Shopping Center. Contractor waives any claim against any and all of the Indemnified Parties for any damage to Contractor's property while at the Shopping Center, except to the extent of the Owner's negligence, or intentional misconduct, or other action or omission of Owner, its affiliates, subcontractors, employees or agents.

Contractor: Heritage Environmental Services, LLC

Date: _____

By: _____

**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

DATE: January 25, 2021
TO: Environment and Land Use Committee
FROM: Susan Monte, Planner and County Recycling Coordinator
RE: Agreement Between the County of Champaign, Parkland College and
A-Team Recyclers with regard to Residential Electronics Collections on
May 21-22, 2021 and October 15-16, 2021

ACTION

REQUESTED: Recommend County Board Approval

The Agreement Between the County of Champaign, Parkland College and
A-Team Recyclers with regard to Residential Electronics Collections on
May 21-22, 2021 and October 15-16, 2021 is attached.

**COLLECTOR, COORDINATOR, AND HOST SITE AGREEMENT
2021 RESIDENTIAL ELECTRONICS COLLECTIONS**

This Agreement is made as of the date below the signature of the last entity to sign it, by and between CHAMPAIGN COUNTY, ILLINOIS, PARKLAND COLLEGE, and A-TEAM RECYCLERS. The authorized signatures of Champaign County, serving as Coordinator of planning for the 2021 Residential Electronics Collection extended event (“Coordinator”), A-Team Recyclers (“Collector”), and Parkland College (“Host Site”), signify acceptance of the terms of this Agreement. The Host Site location is: Parkland College, 2400 W. Bradley Avenue, Champaign, Illinois.

Section 1. Term

This Agreement is for services to be provided in conjunction with two Residential Electronics Collection events scheduled to take place in 2021. The first event will start on Friday, May 21, 2021 and end on Saturday, May 22, 2021. The second event will start on Friday, October 15, 2021 and end on Saturday, October 16, 2021.

Section 2. Collection Event Schedule

- 2-1. The first Residential Electronics Collection event is scheduled to start on Friday, May 21, 2021 and end on Saturday, May 22, 2021. The second event will start on Friday, October 15, 2021 and end on Saturday, October 16, 2021.

- 2-2. For both Residential Electronics Collection events, Saturday appointments times will be filled prior to expanding to provide for Friday afternoon appointment times. For each event, the advertised hours of the collection event will be, by appointment only, 7:00 a.m. – noon on Saturday, and then, as need be, noon – 3 p.m. on Friday.

Section 3. Access to Host Site

- 3-1. The Coordinator event staff, the Collector, and miscellaneous vendors will have access to the Parking Lots M-2, M3, and M-4 as follows:
 - A. For the first event on Friday, May 21, 2021, from 8:00 a.m. to 9:00 p.m., and Saturday, May 22, 2021, from 6:00 a.m. to 9:00 p.m.
 - B. For the second event on Friday, October 15, 2021, , from 8:00 a.m. to 9:00 p.m., and Saturday, October 16, 2021, from 6:00 a.m. to 9:00 p.m.

Section 4. Coordinator

- 4-1. The Coordinator, assuming the continued assistance of participating municipal event sponsors, agrees as follows, for the extended collection event:
 - A. To pay the Collector a one-time flat-rate collection fee of \$23,000 per event if the event is expanded include Friday afternoon collection appointments for residents, or to pay the Collector a one-time flat-rate collection fee of \$17,750

per event if the event includes only Saturday morning collection appointments for residents.

- B. To pay the Collector a prorated charge on the shortfall in weight not to exceed \$600, if the average collection event weight per shipment is below 18,000 pounds.
- C. To participate in promoting each event, indicating: a four-TV limit per household; the need for residents to register online in advance to participate in the one-day collection event; and limiting participation to the residents of unincorporated Champaign County, and residents of the municipalities in Champaign County that support the Residential Electronics Collection event.
- D. To implement, with municipal event sponsors, residents' use of an online reservation system in advance to schedule participation in the collection event.
- E. To provide sufficient event staff and volunteers at each event to:
 - 1) Safely direct vehicles through the collection area; and
 - 2) Pick up on-site trash and recyclable cardboard, paper, Styrofoam generated during the collection event, and sort these items into designated on-site containers.

Section 5. Collector Services to be Provided

- 5-1. The Collector shall register as a Collector with the Illinois Environmental Protection Agency as required under law, and shall agree to fulfill all the collector obligations listed in Section 1-45 of the Illinois Consumer Electronics Recycling Act (attached as Appendix A) with regard to the electronics devices collected at the planned extended collection event indicated in Section 2, during all times covered under this agreement.
- 5-2. For the one-time, flat-rate collection fee of \$23,000 or \$17,750 to be charged to the Coordinator for each event as described in Section 4, the Collector agrees to provide the services as listed below to the Coordinator at the planned extended collection event indicated in Section 2, that will take place at Lot M-4 of the Host Site premises of Parkland College, located at 2400 W. Bradley Avenue, Champaign, Illinois.
 - A. The Collector will pre-arrange with the Electronic Manufacturers Recycling Management Company, LLC ("MRM") to receive sufficient quantities of packaging materials, including Gaylords, shrink wrap, and pallets, from MRM so that the packaging materials are available for set-up and use at the Host Site at Lot M-4 of Parkland College prior to each collection event.
 - B. If the Collector uses any additional packaging materials not provided by MRM, it shall be at the Collector's own expense and that the additional packaging materials of a similar quality and type as those provided by MRM.

Agreement Between Collector, Coordinator, and Host Site

- C. The Collector agrees to arrange for and pay all costs associated with the provision of adequate powered industrial trucks, e.g., a forklift and/or a motorized transport vehicle (MTV), plus an adequate number of properly certified forklift operators or MTV operators, for each event.
 - D. The Collector will supply necessary staff at the Host Site for each event as follows:
 - 1) If an event is expanded to include Friday afternoon online appointments for residents, for the first event, by 10 a.m. on Friday, May 21, 2021 and by 6:30 a.m. on Saturday, May 22, 2021; and, for the second event, by 10 a.m. on Friday, October 15, 2021 and by 6:30 a.m. on Saturday, October 16, 2021.
 - 2) If an event will include online appointments for residents only on Saturday morning, for the first event, by 6:30 a.m. on Saturday, May 22, 2021; and, for the second event, by 6:30 a.m. on Saturday, October 16, 2021.
 - E. Based on the best available information about the extended planned event to be provided by the Coordinator to the Collector, the Collector will arrange with the MRM-designated recycler in advance of each event to strive to provide a sufficient and accurate quantity of trucks or trailers to be present at the Host Site for loading at each event, and not overestimate the number of trucks or trailers needed to be present at each event for loading.
 - F. The Collector is responsible to supply necessary staff required for collecting, sorting, and packaging of collected residential CEDs in a manner consistent with the packaging instructions provided by MRM or MRM designee and in accordance with Collector obligations listed in Section 1-45 of the Illinois Consumer Electronics Recycling Act (415 ILCS 151/1-45).
 - G. The Collector is responsible for loading the collected and properly packaged residential CEDs onto trailers or trucks and shall strive to ensure a full load at a net weight of 18,000 pounds per trailer or truck loaded.
- 5-3. The Collector agrees to collect, sort, package, and load into trucks to be provided onsite, the following accepted items (working and non-working) at each event indicated in Section 2:
- Cable and Satellite Receivers
 - Cameras
 - Cash Registers and Credit Card Readers
 - Cell Phones and Accessories
 - Chargers

Agreement Between Collector, Coordinator, and Host Site

Circuit Boards
Computer Servers
Computers and Computer Parts
Copiers/Printers/Scanners/Fax Machines/Typewriters
DVD/VHS Players
External Drives
Ferrous and Non-Ferrous Metals
Ink and Toner Cartridges
Laptops/Tablets/eReaders
Mice and Keyboards
Microwaves
Monitors: All Types
MP3/iPods/etc.
Networking Equipment: Modems, Switches, Routers, Hubs
Phones and Telecom Equipment
Projectors
Rechargeable Batteries: Lithium Ion, Ni-Cd, Lead Acid, Ni-Mh
Stereos/Radios/Speakers
Televisions: All Types
Uninterrupted Power Supplies
Video Game Consoles
Wire, Cables and Christmas Lights

- 5-4. The Collector will not accept the following unaccepted items at each event indicated in Section 2:

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

- 5-5. The Collector agrees to arrange for and pay all costs associated with the provision of adequate powered industrial trucks, e.g., a forklift and/or a motorized transport vehicle (MTV), plus an adequate number of properly certified forklift operators or MTV operators, to be available for each event.
- 5-6. Except for the recyclable materials (e.g., cardboard and Styrofoam) and trash at each collection event, which the Coordinator staff and volunteers are able to divert and able to fit into the onsite Coordinator or Host Site containers provided at the Host-Site for subsequent recycling or removal, the Collector will accept and load the surplus remaining recyclable materials generated at each event (e.g., plastics, cardboard, and

Styrofoam) and all surplus remaining trash generated at each event and remove those materials from the Host Site on the final day of each event.

- 5-7. The Collector will provide proof of insurance requested as part of the contractual service agreement with the Coordinator and the Host Site, with Champaign County, Parkland College, and City of Urbana, City of Champaign, and Village of Savoy listed as additional insured.
- 5-8. The Collector staff shall comply with requests from the Host Site's representative on site pertaining to safety of people, property, and equipment and use of the Host Site.
- 5-9. For each event indicated in Section 2, if the MRM-designated recycler does not plan to completely remove all collected electronics materials from the Host Site by 9 p.m. on that Saturday, the Collector agrees to securely store all collected electronics materials that may remain at the Host Site by 9:00 p.m. on that Saturday within semitrailers or trucks provided by the MRM-designated recycler and that are located in Parking Lot M-4 of the Host Site.

The Collector shall arrange with the MRM-designated recycler, that the MRM-designated recycler completely remove and transport all electronics materials collected at the extended collection event and securely stored within semi-trucks and/or trucks at Parking Lot M-4 of the Host Site by 11 p.m. on the Monday following each event indicated in Section 2. The Collector further agrees that if the MRM-designated recycler should fail to remove materials collected and stored at the Host Site by the deadline established in this paragraph that the Collector will pay a late fee of \$500 per day, commencing on the Tuesday following each event, and continuing until the removal of the stored collected electronics materials. The Collector shall pay any late fees due pursuant to this Paragraph to Parkland College, Attn.: James Bustard, Physical Plant Director, Parkland College, 2400 W. Bradley Avenue, Champaign, Illinois.

- 5-11. Reporting/Documentation of E-waste: The Collector will provide the Coordinator with a receiving report that includes volumes/pounds, description, service date, manifest numbers for all items collected at the extended event, as soon as it becomes available and prior to January 1, 2022.

Section 6. Data Security Requirements

- 6-1. All electronics materials brought to the extended event indicated in Section 2 shall immediately become the property of the Collector. No Coordinator event staff, or volunteers or Host Site staff shall take any collected electronics material. All collected electronics material will be brought back to the MRM-designated recycler's facility in Shorewood, Illinois for further processing or transported directly to a manufacturer-funded electronics recycler.

Agreement Between Collector, Coordinator, and Host Site

- 6-2. To discourage theft of the collected CEDs, the Collector shall safeguard collected CEDs at each event and will strive to ensure that collected CEDs are securely loaded onto trucks or trailers provided onsite by MRM-designated recycler, so that MRM-designated recycler can meet requirements for confidentiality and destruction of information or data remaining on hard drives or other electronics equipment.
- 6-3. The Coordinator and Host Site assume no responsibility for information left on any hard drive.

Section 7. Employment Issues

- 7-1. The Collector agrees that it is an independent Collector. Supplies provided and services performed pursuant to this Agreement are not rendered as an employee of either the Coordinator or the Host Site and any money received by the Collector pursuant to this Agreement does not constitute compensation paid to an employee.
- 7-2. Neither the Coordinator nor the Host Site assumes liability for actions of the Collector or its subcontractors under this Agreement. The Collector shall maintain sufficient supervision and control of its operation to ensure that services enumerated herein shall be performed in a good and professional manner at all times. The Collector is responsible for paying the payroll taxes and any employee benefits that the Collector utilizes for this event.

Section 8. Licenses and Related Laws

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

Section 9. Liability and Insurance: Coordinator

- 9-1. The Coordinator agrees to assume all risk of loss and to indemnify and hold the Collector and the Host Site, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property because of or arising out of the Coordinator's or its subcontractor's negligent or intentional acts or omissions.
- 9-2. The Coordinator further agrees to maintain adequate insurance to protect the Collector and the Host Site against such risks. The Coordinator shall carry public liability, casualty and auto insurance in sufficient amount to protect the Collector and the Host Site from

liability for acts of the Coordinator. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$1,000,000 per occurrence. The Coordinator shall carry Worker's Compensation Insurance in amount required by laws.

- 9-3. The Coordinator assumes full responsibility for and shall indemnify the Collector and Host Site for all loss or damage of whatsoever kind and nature to any and all Collector and Host Site property resulting from the negligent acts or omissions of the Coordinator or any employee, agent, or representative of the Coordinator or its subcontractor. The Coordinator shall do nothing to prejudice the Collector's right or the Host Site's right to recover against third parties for any loss, destruction of, or damage to (Collector or Host Site) property, and shall upon request and at the Collector's or Host Site's expense, furnish to the Collector or to the Host Site all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Collector or Host Site in obtaining recovery.
- 9-4. All electronics materials brought to the extended collection event indicated in Section 2 shall immediately become the property of the Collector for loading onto trucks or trailers provided at the Host Site premises by the MRM-designated recycler for transport and processing. No Coordinator staff, Host Site staff, or event volunteers shall take any electronics materials.
- 9-5. The Coordinator shall provide the Collector and Host Site with proof of such insurance one month prior to each collection event.

Section 10. Liability and Insurance: Collector

- 10-1. The Collector agrees to assume all risk of loss and to indemnify and hold the Coordinator and the Host Site, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property because of or arising out of the Collector's or its subcontractor's negligent or intentional acts or omissions.
- 10-2. The Collector further agrees to maintain adequate insurance to protect the Coordinator and the Host Site against such risks. The Collector shall carry public liability, casualty and auto insurance in sufficient amount to protect the Coordinator and the Host Site from liability for acts of the Collector. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$1,000,000 per occurrence. The Collector shall carry Worker's Compensation Insurance in amount required by laws.
- 10-3. The Collector assumes full responsibility for and shall indemnify the Coordinator and Host Site for all loss or damage of whatsoever kind and nature to any and all

Coordinator and Host Site property resulting from the negligent acts or omissions of the Collector or any employee, agent, or representative of the Collector or its subcontractor. The Collector shall do nothing to prejudice the Coordinator's right or the Host Site's right to recover against third parties for any loss, destruction of, or damage to (Coordinator or Host Site) property, and shall upon request and at the Coordinator's or Host Site's expense, furnish to the Coordinator or to the Host Site all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Coordinator or Host Site in obtaining recovery.

- 10-4. The Collector shall provide the Coordinator and Host Site with proof of such insurance one month prior to the collection event.

Section 11. No Smoking or Alcohol on Grounds

- 11-1. The Collector staff and Coordinator event staff and volunteers shall abide by the Host Site rules with regard to the use of the Host Site, including the provision that calls for no smoking on the Host Site and no alcohol to be available on the Host Site.

Section 12. Damage to Premises

- 12-1. If the Host Site premises, or any part thereof, or Host Site property on the premises shall be partially damaged, including but not limited to damage caused by hazardous materials and the electronic recyclables collected, occurring during the course of or proximately caused by Collector's use of the premises, or that of Collector's employees or agents, then the Collector shall indemnify and hold Host Site harmless from all costs of such damages including indirect costs such as loss of business, defending against or paying the cost of defending against any resultant legal proceedings or activities or damages caused by anything else related to Collector's activities. Upon repair, Collector shall bear all costs, payable when due. In the event of such damage, at Host Site's option, it may terminate the Agreement without prior notice to the Collector or Coordinator. In the event of such termination, Host Site shall provide notice to Coordinator and Collector within 24 hours.
- 12-2. If the Host Site premises, or any part thereof, or Host Site property on the premises shall be partially damaged, including but not limited to damage caused by hazardous materials and the electronic recyclables collected, occurring during the course of or proximately caused by Coordinator's use of the premises, or that of Coordinator's employees or agents, visitors, volunteers, members of the public who drop off recycling, and vendors engaged by Coordinator; then Coordinator shall indemnify and hold Host Site harmless from all costs of such damages including indirect costs such as loss of business, defending against or paying the cost of defending against any resultant legal proceedings, activities, or damages caused by anything else related to Coordinator's activities. Upon repair, Coordinator shall bear all costs, payable when due. In the event of such damage, at Host Site's option, it may terminate the Agreement without prior

notice to the Collector or Coordinator. In the event of such termination, Host Site shall provide notice to Coordinator and Collector within 24 hours.

Section 13. Dangerous Materials

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

Section 14. Subordination of Agreement

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

Section 15. Time of the Essence

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

Section 16. Abandonment

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

Section 17. Contact Information

Contact information for the Host Site is as follows:

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

Contact information for the Coordinator is as follows:

Name: Champaign County
Address: 1776 E. Washington Street, Urbana, Illinois 61802
Contact person: Susan Monte
Title: Champaign County Recycling Coordinator

Agreement Between Collector, Coordinator, and Host Site

Contact's work phone: 217-819-4127

Contact's cell phone: 217-600-1516

Contact information for the Collector is as follows:

Name: A-Team Recyclers

Address: 304 Gregory Court, Shorewood, IL 60404

Contact Person: James Larkin

Title: Owner

Contact's work phone: 815-630-4308

Contact's cell phone: 815-600-3608

Section 18. Choice of Law

18-1. This Agreement and the Collector's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws.

18-2. This Agreement shall be construed in accordance with the laws of the State of Illinois.

Section 19. Agreement Severability

19-1. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 20. Changes

20-1. The Coordinator, Host Site, or Collector, may, from time to time, require or request changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between all parties shall be incorporated only in written amendments to this Agreement.

Section 21. Termination

21-1. This Agreement may be terminated, for any or no reason, at the option of any party upon 60 days written notice to the other party.

21-2. Notwithstanding the foregoing, the obligations of the Collector under Section 22 of this Agreement shall survive and not be affected by any termination of this Agreement or by its expiration.

Section 22. Remedies

22-1. Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the Coordinator, Host Site and Collector, arising out of or relating to this Agreement or the breach thereof shall be initiated in the Circuit Court of Champaign County, Illinois. Each party shall be responsible for its own attorney's fees and costs.

Agreement Between Collector, Coordinator, and Host Site

Section 23. Successors and Assigns

23-1. This Agreement and all the covenants hereof shall inure to the benefit of and be binding upon the Coordinator, Collector and Host Site, respectively and their partners, successors, assigns, and legal representatives. No party to this Agreement shall have the right to assign, transfer or sublet their interest or obligations hereunder without the written consent of the other party.

Section 24. Third Party Beneficiaries

24-1. The parties agree that the City of Champaign, the City of Urbana, and the Village of Savoy, to the extent consistent with any intergovernmental agreements with the Coordinator effective during this Agreement, are third party beneficiaries of this Agreement.

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

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

_____	_____
Collector: James Larkin, Owner A-Team Recyclers	Date

_____	_____
Host Site: James Bustard, Physical Plant Director Parkland College	Date

_____	_____
Coordinator: Darlene A. Kloeppel, County Executive Champaign County, Illinois	Date

**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

DATE: January 25, 2021
TO: Environment and Land Use Committee
FROM: Susan Monte, Planner and County Recycling Coordinator
RE: Intergovernmental Cost-Sharing Agreement between the County of Champaign, the City of Champaign, the City of Urbana, and the Village of Savoy for Residential Electronics Collections in 2021 and One-Day Household Hazardous Waste Collection in 2021
ACTION
REQUESTED: Recommend County Board Approval

The Intergovernmental Cost-Sharing Agreement between the County of Champaign, the City of Champaign, the City of Urbana, and the Village of Savoy for Residential Electronics Collections in 2021 and One-Day Household Hazardous Waste Collection in 2021 is attached.

AN INTERGOVERNMENTAL AGREEMENT

RESIDENTIAL ELECTRONICS COLLECTIONS IN 2021 AND ONE-DAY HOUSEHOLD
HAZARDOUS WASTE COLLECTION IN 2021
COST-SHARING AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN, THE CITY
OF CHAMPAIGN, THE CITY OF URBANA, AND THE VILLAGE OF SAVOY

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

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

WHEREAS, the parties find it to be most cost effective to mutually combine efforts and to share in the costs associated with Residential Electronics Collections to be held on May 21-22, 2021 and October 15-16, 2021 at Parkland College campus in Champaign, Illinois and costs associated with the Illinois Environmental Protection Agency (IEPA)-Sponsored One-Day Household Hazardous Waste Collection to be held on April 10, 2021 at Market Place Shopping Center in Champaign, Illinois (hereinafter referred to as “events”). These costs include:

For the Residential Electronics Collection events:

- a) One-time flat-rate collection fee payment of up to \$23,000 per event to A-Team Recyclers due by the end of the day on the start date of each event;
- b) A potential shortfall charge prorated and not to exceed \$600 per shipment from each event, to be assessed if the net weight of a semitrailer arranged for by A-Team Recyclers and loaded at the event by A-Team Recyclers, is below 18,000 pounds. This agreement estimates that two potential shortfall incidents take place per event.
- c) The cost of traffic patrol services to be provided by one City of Champaign traffic patrol officer at each event, with the total cost for traffic patrol services not expected to exceed \$375 per day per event.
- d) The cost of two golf carts at \$175 per two-days at each event.
- e) The cost of \$285 at each event for onsite amenities for workers: two porta-potties and a portable hand-wash station.
- f) Additional 10 percent contingency amount of total fees paid pursuant to ii., iii., iv., and v. above, to be included in the maximum total amount per event.

For the IEPA-Sponsored One-Day Household Hazardous Waste Collection event:

1/25/2021

- g) The cost of traffic patrol services to be provided by one City of Champaign traffic patrol officer, not expected to exceed \$800 for the event.
- h) The cost of two golf carts at \$175 per day at the event.
- i) Additional 10 percent contingency amount of total fees paid pursuant to vii. and viii. above, to be included in the maximum total amount per event.

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

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

Section 1. Purpose

- 1-1. This Agreement outlines a cost-sharing arrangement between the parties for the purpose of administering the events in 2021. Costs will include:

For the Residential Electronics Collection events:

- a. Payment of a one-time flat-rate collection fee payment of up to \$23,000 per event to A-Team Recyclers due by the end of the day on the start date of each event;
- b. Payment of potential shortfall charges prorated and not to exceed \$600 per shipment from each event, to be assessed if the net weight of a semitrailer arranged for by A-Team Recyclers and loaded at the event by A-Team Recyclers, is below 18,000 pounds. This agreement estimates that two potential shortfall incidents take place per event;
- c. Payment for traffic patrol services to be provided by one City of Champaign traffic patrol officer at each event, with the total cost for traffic patrol services not expected to exceed \$375 per day per event;
- d. Payment for rental of two golf carts at \$175 per two-days at each event;
- e. Payment of \$285 for onsite amenities for workers consisting of two porta-potties and a portable hand-wash station at each event;
- f. Allowing for an additional 10 percent contingency amount of fees paid pursuant to c., d., and e., above, to be included in the maximum total amount per event.

For the IEPA-Sponsored One-Day Household Hazardous Waste Collection event:

- g. Payment of an event fee of \$1,000 to Brookfield Properties, management company for the Market Place Mall property;
- h. Payment for traffic patrol services to be provided by one City of Champaign traffic

- patrol officer, not expected to exceed \$800 for the event;
- i. Payment for two golf carts at \$175 per day at the event; and
 - j. Allowing for an additional 10 percent contingency amount of total fees paid pursuant to h. and g. above, to be included in the maximum total amount per event.

Section 2. Terms

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

Section 3. Responsibilities

- 3-1. The parties understand and agree that of the parties to this Agreement, only the County of Champaign shall enter into a contract with the A-Team Recyclers and with Parkland College for the Residential Electronics Collections and with the IEPA and with Brookfield Properties for the IEPA-Sponsored One-Day Household Hazardous Waste Collection event. However, the County of Champaign shall be entering into said contract on behalf of the other parties as well, and Champaign County agrees that it shall not enter into said contract unless it specifically names the other parties to this agreement as third party beneficiaries of that contract. Champaign County shall obtain approval of the form of said contract with the contact from each of the parties to this Agreement prior to executing said contract.
- 3-2. Each party is responsible for contributing its share of the total costs for the events under this Agreement, according to the percentages and up to the maximums specified in Section 4 (Cost-Sharing) of this Agreement.
- 3-3. Each party is also responsible for coordinating information requests from the other parties in a timely manner.

Section 4. Cost Sharing

- 4.1 The parties agree to share, according to the percentages shown in Table 4.1, total costs not to exceed the Maximum Total Cost shown for each event:

Table 4.1

Event Date(s)	Champaign County Maximum Share (% of total)	City of Champaign Maximum Share (% of total)	City of Urbana Maximum Share (% of total)	Village of Savoy Maximum Share (% of total)	Maximum Total Cost
April 10, 2021	\$643 (31)	\$892 (43)	\$456 (22)	\$83 (4)	\$2,073
May 21-22, 2021	\$7,915 (31)	\$10,978 (43)	\$5,617 (22)	\$1,021 (4)	\$25,531
October 15-16 2021	\$7,915 (31)	\$10,978 (43)	\$5,617 (22)	\$1,021 (4)	\$25,531

Section 5. Invoices and Payments

5.1 To facilitate payment for services described in Section 1.1 of this Agreement, following each event held and within 30 days of receipt of an invoice from the Champaign County Recycling Coordinator, each party agrees to provide its share of funds as shown in Table 4.1, payable to ‘Champaign County’ to the attention of Susan Monte, Champaign County Department of Planning and Zoning, 1776 E. Washington Street, Urbana, IL 61802.

Section 6. Amendments.

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

Section 7. Survival of Provisions.

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

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

CHAMPAIGN COUNTY
An Illinois Municipal Corporation

By: _____

Date: _____

ATTEST: _____

APPROVED AS TO FORM:

State's Attorney's Office

CITY OF CHAMPAIGN

By: _____

Date: _____

ATTEST: _____

APPROVED AS TO FORM:

City Attorney

CITY OF URBANA
An Illinois Municipal Corporation

By: _____

Date: _____

ATTEST: _____

APPROVED AS TO FORM:

City Attorney

VILLAGE OF SAVOY
An Illinois Municipal Corporation

By: _____

Date: _____

ATTEST: _____

APPROVED AS TO FORM:

Village Attorney

**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

DATE: January 25, 2021
TO: Environment and Land Use Committee
FROM: Susan Monte, Planner and County Recycling Coordinator
RE: Illinois County and Municipal Joint Action Agency Opt-In Form for the
Illinois Electronics Recycling Program

ACTION
REQUESTED: Recommend County Board Approval

The Illinois County and Municipal Joint Action Agency Opt-In Form for the Illinois Electronics Recycling Program is attached. This Opt-In form is for the Program Year 2022.

Illinois County and Municipal Joint Action Agency Opt-In Form Illinois Electronics Recycling Program

Note: One application per county. To be submitted by County or Municipal Joint Action Agency.

Program Year 2022 (Due March 1, 2021)

County or Municipal Joint Action Agency Information

Name of County or

Municipal Joint Action Agency: Champaign County, Illinois

Street Address (line 1): 1776 E Washington Street

(line 2): _____

City: Urbana

Zip Code: 61802

County: Champaign

Contact Information

First Name: Susan

Last Name: Monte

Title: Planner and County Recycling Coordinator

Direct Phone: (217) 819-4127

Email: smonte@co.champaign.il.us

Proposed Collection Sites and/or Events

Pursuant to 415 ILCS 151/1-15 of the [Consumer Electronics Recycling Act](#), counties and municipal joint action agencies that elect to participate are allotted a certain number of collection sites dependent upon the population density within their jurisdiction. Please list all of the recommended locations for permanent sites or one-day events in program year 2022. (Should additional locations be needed, click on the button provided to add more fields.)

Note: Sites and events must be located within the participating county or municipal joint action agency.

These sites are recommendations and not guaranteed to be included in the manufacturer e-waste program plan.

Site Event

Operator of Site or Event: Champaign County at Parkland Community College

Street Address of Location: 2400 West Bradley Avenue

City: Champaign

Zip Code: 61822

County: Champaign

Collection site limitations (e.g. residency requirements, operational limitations relating to bulk pickup, etc.), if any:

Event date: Saturday May 21, 2022. Advance online registration is required for residents who wish to attend. Only residents of participating communities providing support to the Residential Electronics Collection are eligible to register to attend.

Has this site or event operated in a previous program year? Yes No

If so, please enter the following information.

Collection Site Contact Name: Susan Monte, County Recycling Coordinator

Collection Site Contact Phone: (217) 819-4127

Contact Email: smonte@co.champaign.il.us

Description of Current/Past Services (e.g. semi-trailer pick-ups, box truck pick-ups, need forklift or pallet jack for loading):

Collector for the Residential Electronics Collection event is A-Team Recyclers.

Estimated Annual CED Collection (pounds): 97.5 tons per event

RESOLUTION NO. _____
RESOLUTION OF THE CHAMPAIGN COUNTY BOARD
ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT
AUTHORITY STRONG COMMUNITIES PROGRAM

WHEREAS, the County Board of Champaign County, an Illinois unit of local government met on February 18, 2021 and adopted the following Resolutions, all of which are in accordance with the laws of the State of Illinois:

WHEREAS, the Illinois Housing Development Authority (the “Authority”) has issued to Champaign County a certain Conditional Commitment Letter (together with any amendments thereto, the “Commitment”), pursuant to which the Authority has agreed to issue a grant from the Strong Communities Program (the “Program”) in an amount not to exceed 69,300 and 00/100 Dollars (\$69,300.00) (the “Grant”) and Champaign County will use the Grant funds solely and exclusively for eligible activities in connection with the Program and for no other purpose; and

WHEREAS, the Champaign County Board deems it to be in the best interest of Champaign County to accept the Grant;

THEREFORE, BE IT RESOLVED, the Champaign County Board hereby authorizes the acceptance of the Grant; and

FURTHER RESOLVED, that the Champaign County Board is authorized to accept the Commitment and enter into a Program Funding Agreement for the Program (the “Agreement”) with the Authority wherein Champaign County agrees to perform Program services in return for the Grant; and

FURTHER RESOLVED, that the Champaign County Board hereby accepts the Grant, agrees to deliver and/or execute the Commitment and the Agreement and any and all other instruments, certifications and agreements as may be necessary or desirable for Champaign County to perform all of its obligations and duties under the Program (including any amendments, other agreements or supplements); and

FURTHER RESOLVED, that the County Executive of the County of Champaign, without the necessity or requirement for the signature of another person, is hereby authorized, empowered, and directed to execute on behalf of Champaign County, the Commitment, the Agreement and all other documents and instruments relating to the Grant to be delivered to the Authority in connection with the closing of the Grant and take such further action on behalf of Champaign County as they deem necessary to effectuate the foregoing Resolutions; and

FURTHER RESOLVED, that the Champaign County Board hereby ratifies, authorizes, confirms and approves any prior action of Champaign County taken in furtherance of the foregoing Resolutions and any and all documents and instruments previously executed on behalf of the Champaign County Board in connection with the Grant.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18th day of February, A.D., 2021.

Kyle Patterson, Chair
Champaign County Board

ATTEST:

Approved:

Aaron Ammons, County Clerk and
Ex-Officio Clerk of the County Board

Darlene A. Kloepfel, County Executive

Date:

RESOLUTION NO. _____

**RESOLUTION APPROVING CONTRACT FOR SALE OF COUNTY PROPERTY
LOCATED AT 504 SOUTH DODSON DRIVE, URBANA**

WHEREAS, Champaign County acquired the real estate located at 504 South Dodson Drive, Urbana, as the result of a proceeding to remove a dangerous structure located on the property, and the property is not of any use or benefit to the County; and

WHEREAS, that property was last appraised on June 11, 2018, at a fair market value of \$7,000; and

WHEREAS, the Zoning Administrator has made efforts to market the property at that price, but has not received any offers meeting or exceeding that amount; and

WHEREAS, the Environment and Land Use Committee has reviewed an offer received by the Zoning Administrator in the amount of \$1,375 and has recommended acceptance of that offer; and

WHEREAS, the State's Attorney's Office has provided a revised proposed contract for sale of the property at 504 South Dodson Drive, Urbana, which is attached to this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board that the attached contract for sale of the real estate located at 504 South Dodson Drive, Urbana, for the sale price of \$1,375 is approved, and the Champaign County Executive is authorized to sign that contract as approved by the State's Attorney's Office in substantially the form attached to this Resolution, on or before November 19, 2020, and is authorized thereafter to execute a quitclaim deed for the property and to sign any other documents required to complete the sale, as approved by the State's Attorney's Office.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18th day of February, A.D., 2021.

Kyle Patterson, Chair
Champaign County Board
Champaign, Illinois

Recorded
& Attest: _____
Aaron Ammons, County Clerk and
Ex Officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

CONTRACT FOR SALE OF VACANT LAND

THIS CONTRACT is made and entered into as of _____, 2021 by and between the County of Champaign, hereinafter referred to as “Seller,” and Dennisha Mercer, hereinafter referred to as “Buyer.”

WITNESSETH THAT:

WHEREAS, Seller is the owner of real estate legally described as:

Lot 250 of the Scottswood Fifth Subdivision, Section 15, Township 19 North, Range 9 East of the Third Principal Meridian, Urbana Township, Champaign County, Illinois encompassing approximately 6,250 square feet.

with PIN: 30-21-15-178-011, commonly known as 504 South Dodson Drive, Urbana, Illinois, 61802; and,

WHEREAS, Seller desires to sell said real estate and Buyer desires to purchase the same; and,

WHEREAS, the parties have agreed upon the terms and conditions relating to the sale and purchase of said real estate and wish to reflect their agreement in writing;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter expressed, and other good and valuable consideration, the receipt of which is acknowledged, the parties do hereby agree as follows:

1. Mutual Covenants. Seller shall sell and Buyer shall purchase the above-described real estate, together with all existing improvements and appurtenances, upon the terms set forth in this Contract.
2. Purchase Price. Buyer shall pay the total sum of \$1,000.00 to Seller as the purchase price for the property described herein plus closing costs as detailed below.
3. Payment. Payment shall be made in the following manner:
 - a. Buyer has paid \$100.00 as earnest money to be held by Seller until closing.
 - b. Buyer shall pay the balance of the purchase price at closing. The amount of this payment shall be adjusted by prorations and credits allowed the parties by this Contract and shall be paid to Seller in cash, by cashier’s check, or by other form of payment acceptable to Seller.
4. Closing. Closing of this transaction shall be held on or before June 1, 2021, at the offices of the Champaign County State’s Attorney, 101 East Main Street, Urbana, Illinois, or at such other place as the parties may agree.

5. Possession. Seller shall deliver possession of the real estate and personal property herein described to Buyer at the time of closing of this transaction.
6. Personal Property. All items of personal property now located upon the premises are included in this sale except for the security fence that will be removed upon sale, and title thereto shall pass to Buyer upon final payment of the full purchase price as provided herein. Buyer shall accept such property in “as-is” condition.
7. Deed of Conveyance. As soon as practicable, Seller shall execute a recordable Quitclaim Deed, with waiver of homestead rights, sufficient in form to convey the real estate in fee simple absolute, subject only to the title exceptions permitted herein, to Buyer, or Buyer’s nominee. The deed of conveyance shall be delivered to Buyer at closing upon Buyer’s compliance with the terms of this Contract, or as otherwise provided herein.
8. Taxes.
 - a. The State of Illinois Real Estate Transfer Tax, if any, shall be Seller’s expense and shall be allowed Buyer as a credit against the purchase price.
 - b. Real estate taxes for all prior years shall be Seller’s expense. Real estate taxes for the current year apportioned up to, but not including, the date of closing shall be Seller’s expense. The amount of prior taxes and the proration of the current tax shall be calculated upon the basis of the most current tax information and shall be allowed to Buyer as a credit against the purchase price herein.
 - c. Buyer’s acceptance of such credits shall release Seller from any further liability in connection therewith, unless otherwise agreed between the parties.
9. Assessments.
 - a. All special assessments that are a lien upon the real estate as of the date of this Contract shall be Seller’s expense; all special assessments levied and confirmed against the real estate after the date of this Contract shall be Buyer’s expense.
 - b. The unpaid balance of special assessments chargeable hereunder to Seller shall be allowed to Buyer as a credit against the purchase price herein. Buyer’s acceptance of such credit shall release Seller from any further liability in connection therewith, unless otherwise agreed between the parties.

10. Closing costs. The total Purchase Price shall include closing costs of \$375 for appraisal and zero for recording. No financing costs are part of these Closing Costs.
11. Condition of Premises. Buyer acknowledges that Buyer has inspected the real estate and any existing improvements and/or appurtenances thereon; that Buyer is acquainted with the condition thereof; and, that Buyer accepts the same in their condition as of the date of this Contract, with absolutely no warranties as to the condition of the premises.
12. Default.
 - a. If Buyer fails to make any payment or to perform any obligation imposed upon Buyer by this Contract, then Buyer shall be in default under this Contract and Seller may serve written Notice of Default upon Buyer.
 - b. If Buyer fails to remedy such default within a period of ten (10) days after service of such Notice of Default, then Seller may, by written Notice of Termination served upon Buyer, terminate this Contract. In the event of such termination, all monies paid under this contract by Buyer shall be retained by Seller and applied against any actual damages incurred by the Seller for breach of this contract. Seller shall be entitled to recover actual damages incurred by Seller due to a default or breach of the contract by Buyer, if the monies paid by Buyer and applied by Seller against the actual damages are not sufficient to fully compensate the actual damages. Seller shall have a cause of action against Buyer for such unpaid actual damages.
 - c. If Seller fails to perform the obligations imposed upon Seller by this Contract, then Buyer may terminate this Contract upon similar Notice of Default and similar Notice of Termination served upon Seller. In the event of such termination, all monies paid under this Contract by Buyer shall be returned to Buyer.
 - d. Default by Buyer or Seller shall entitle the non-defaulting party to claim as damages all reasonable costs, attorney's fees, and expenses incurred in connection with the judicial or non-judicial enforcement of this Contract.
 - e. No failure by Seller or Buyer to elect to declare a default, or to elect to declare a termination, shall be deemed a waiver of such party's right to make such election.
13. Notices. Any notice required under this Contract to be served upon Seller or Buyer shall be either personally delivered or mailed by Certified Mail to such party at the address shown herein following their signatures, or at such other place as the parties may from time to time designate in writing. Any notice served upon a party by mail shall be deemed to have

been served upon the date that such notice bearing fully prepaid postage is deposited in the United States mail.

14. RESPA. Seller and Buyer hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of the Real Estate Settlement Procedures Act of 1974, as amended.
15. Number and Gender. Each pronoun used in this Contract shall be construed to be plural or of feminine gender if required by the number or gender of the parties.
16. Merger. All offers, acceptances, oral representations, agreements and writings between the parties heretofore made are merged herein and shall be of no force or effect unless contained in this Contract.
17. Time of the Essence. The time for performance of the obligations of the parties is of the essence of this Contract. Unless accepted by Seller, this offer expires at noon on June 1, 2021.
18. Succession of Obligations. All terms of this Contract shall be binding upon the heirs, legatees, devisees, personal representatives and assignees of the parties.
19. Construction. The language used in this Contract shall be deemed to be approved by all parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
20. Duplicate Originals. Multiple copies of this Contract may be signed by all parties, and each copy so signed shall be considered an original document.

IN WITNESS WHEREOF, the parties have signed this Contract as of the day and year first above written.

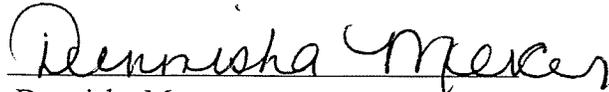
PAGE 7

RESOLUTION NO. _____

SELLER: County of Champaign

BUYER: Dennisha Mercer

BY: _____
Darlene A. Kloeppe,
Champaign County Executive


Dennisha Mercer

Address:
County of Champaign
c/o Champaign County State's Attorney's Office
Civil Division 101 E. Main St.
Urbana, IL 61801

Address:
1117 Saint Andrews Circle
Rantoul IL 61866

MONTHLY REPORT for NOVEMBER 2020¹

Champaign County
Department of

**PLANNING &
ZONING**

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

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

Zoning Cases

The distribution of cases filed, completed, and pending is detailed in Table 1. No zoning cases were filed in November and four cases were filed in November 2019. The average number of cases filed in November in the preceding five years was 2.0.

One Zoning Board of Appeals (ZBA) meeting was held in November and seven cases were completed. Three ZBA meetings were held in November 2019 and three cases were completed. The average number of cases completed in November in the preceding five years was 2.8.

By the end of November there were 5 cases pending. By the end of November 2019 there were 7 cases pending.

Table 1. Zoning Case Activity in November 2020 & November 2019

Type of Case	November 2020 1 ZBA meeting		November 2019 3 ZBA meetings	
	Cases Filed	Cases Completed	Cases Filed	Cases Completed
Variance	0	5	1	2
SFHA Variance	0	0	0	0
Special Use	0	2	3	0
Map Amendment	0	0	0	0
Text Amendment	0	0	0	1
Change of Nonconforming Use	0	0	0	0
Administrative Variance	0	0	0	0
Interpretation / Appeal	0	0	0	0
TOTALS	0	7	4	3
Total cases filed (fiscal year)	21 cases		45 cases	
Total cases completed (fiscal year)	24 cases		46 cases	
Cases pending*	5 cases		7 cases	
* Cases pending includes all cases continued and new cases filed				

¹ Note that approved absences and sick days resulted in an average staffing level of 59.8% or the equivalent of 4.2 full time staff members (of the 7 authorized) present on average for each of the 17 work days in November.

Subdivisions

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

Zoning Use Permits

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

- 13 permits for 14 structures were approved in November compared to 17 permits for 15 structures in November 2019. The five-year average for permits in November in the preceding five years was 12.6.
- 31 months out of the last 60 months have equaled or exceeded the five-year average for number of permits (including November 2020, September 2020, August 2020, July 2020, June 2020, March 2020, January 2020, December 2019, November 2019, October 2019, September 2019, August 2019, July 2019, April 2019, January 2019, February 2018, January 2018, October 2017, September 2017, April 2017, January 2017, February 2017, November 2016, September 2016, August 2016, July 2016, May 2016, April 2016, March 2016, February 2016, and December 2015).
- 4.7 days was the average turnaround (review) time for complete initial residential permit applications in November.
- \$6,265,534 was the reported value for the permits in November compared to a total of \$4,073,208 in November 2019. The five-year average reported value for authorized construction in November was \$1,672,014.
- 26 months in the last 60 months have equaled or exceeded the five-year average for reported value of construction (including November 2020, September 2020, August 2020, June 2020, May 2020, November 2019, October 2019, July 2019, April 2019, January 2019, March 2018, February 2018, January 2018, October 2017, September 2017, April 2017, March 2017, November 2016, October 2016, September 2016, August 2016, May 2016, April 2016, March 2016, February 2016, and January 2016).
- \$7,972 in fees were collected in November compared to a total of \$3,078 in November 2019. The five-year average for fees collected in November was \$3,072.
- 29 months in the last 60 months have equaled or exceeded the five-year average for collected permit fees (including November 2020, October 2020, August 2020, July 2020, June 2020, March 2020, December 2019, November 2019, October 2019, April 2019, December 2018, November 2018, October 2018, March 2018, February 2018, January 2018, December 2017, October 2017, June 2017, March 2017, January 2017, November 2016, October 2016, August 2016, April 2016, March 2016, February 2016, January 2016, and December 2015).

Planning & Zoning Monthly Report
NOVEMBER 2020

Table 2. Zoning Use Permits Approved in November 2020

PERMITS	CURRENT MONTH			FISCAL YEAR TO DATE		
	#	Total Fee	\$ Value	#	Total Fee	\$ Value
AGRICULTURAL:						
Residential				7	0	2,376,000
Other				23	0	884,425
SINGLE FAMILY Resid.:						
New - Site Built	2	1,902	800,000	18	11,714	6,940,000
Manufactured	2	0	20,000	3	0	208,815
Additions	1	273	30,800	22	4,826	1,586,545
Accessory to Resid.	4	1,258	183,500	58	13,152	2,226,792
TWO-FAMILY Residential						
Average turn-around approval time for the above permit categories			4.67 days			
MULTI - FAMILY Residential						
HOME OCCUPATION:						
Rural						
Neighborhood				11	0	0
COMMERCIAL: New	1	1,793	480,000	2	2,050	512,000
Other				3	2,590	1,226,563
INDUSTRIAL: New	2	953	1,500,000	3	953	1,750,000
Other	1	1,793	3,251,234	1	1,793	3,251,234
OTHER USES: New				2	3,923	3,840,000
Other						
SIGNS				5	983	57,678
TOWERS (Incl. Acc. Bldg.)						
OTHER PERMITS				16	1,544	174,650
TOTAL APPROVED	13	\$7,972	\$6,265,534	174/147	\$43,528	\$25,034,702

*13 permits were issued for 13 structures in November 2020; 13 permits require inspection and Compl. Certif.
 ◇ 174 permits have been issued for 147 structures since 1/1/20

NOTE: Home occupations and Other permits (change of use, temporary use) total 27 since 1/1/20, (this number is not included in the total number of structures).

3 Zoning Use Permit Apps. were *received* in November 2020 and 3 were *approved*.

10 Zoning Use Permit App.s *approved* in November 2020 had been *received* in prior months.

Planning & Zoning Monthly Report
NOVEMBER 2020

- There were 2 lot split inquiries and 156 other zoning inquiries in November.
- Two rural addresses were issued in November.
- Minutes for three ZBA meetings were completed in November

Conversion of Best Prime Farmland

Table 3 summarizes conversion of Best Prime Farmland as a result of any County zoning approval so far in 2020.

Table 3. Best Prime Farmland Conversion in 2020

	November 2020	2020 to date
Zoning Cases. Approved by the ZBA, a Zoning Case November authorize a new principal use on Best Prime Farmland that was previously used for agriculture.	0.0 acres	0.00 acres
Subdivision Plat Approvals. Approved by the County Board outside of ETJ areas, a subdivision approval November authorize the creation of new Best Prime Farmland lots smaller than 35 acres:	0.00 acres	0.0 acres
Outside of Municipal ETJ areas ¹		
Within Municipal ETJ areas ²	0.00 acre	0.00 acre
Zoning Use Permits. Approved by the Zoning Administrator, a Permit November authorize a new non-agriculture use on a lot that did not previously exist or was not previously authorized in either a zoning case or a subdivision plat approval.	0.00 acres	2.146 acres
Agricultural Courtesy Permits	0.00 acres	3.50 acres
TOTAL	0.00 acres	5.646 acres
NOTES		
1. Plat approvals by the County Board.		
2. Municipal plat approvals.		

Zoning Compliance Inspections

- No Zoning Compliance Inspections were made in November.
- Four Zoning Compliance Certificate was issued in November for a total of 39 so far in 2020. The 2020 budget anticipated a total of 252 compliance inspections and certificates for an average of 4.8 certificates per week.

Zoning and Nuisance Enforcement

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

- 6 new complaints were received in November compared to 2 new complaints received in November 2019. No complaint was referred to another agency in November and no complaint was referred to another agency in November 2019.
- 23 enforcement inspections were conducted in November compared to 14 inspections in November 2019.
- No contacts were made prior to written notification in November and none was made in November 2019.
- 23 investigation inquiries were made in November. The 2020 budget anticipates an average of 9.0 initial investigation inquiries per week.
- 6 complaints were resolved in November and 65 complaints were left open (unresolved).
- No First Notice and one Final Notice was issued in November and 2 First Notices and one Final Notice were issued in November 2019. The budget anticipated a total of 30 First Notices for 2020.
- No case was referred to the State's Attorney's Office in November and none were referred in November 2019. The budget anticipated a total of five cases to be forwarded to the State's Attorney's Office in 2020.
- One violation and 6 complaints were resolved in November compared to 7 cases that were resolved in November 2019. The budget anticipated a total of 48 resolved cases in 2020.
- 484 complaints and violations remain open at the end of November compared to 422 open cases at the end of November 2019.
- In addition to the activities summarized in Table 4, other activities of Enforcement staff in November included the following:
 1. Answering phones and helping customers when needed due to unavailability or absence of Zoning Technicians.
 2. Coordinated with landowners, complainants, and the State's Attorney's Office regarding enforcement cases that have been referred to the State's Attorney's Office and particularly those cases that involve dangerous structures.
 3. Coordinated the marketing of County owned properties at 1101 Carroll Avenue, Urbana and 2603 Campbell Drive, Champaign.

APPENDICES

- A Zoning Use Permit Activity In November 2020**
- B Active Land Disturbance Erosion Control Permits In The Champaign County MS4
Jurisdictional Area**
- C Zoning Compliance Certificates Issued in November 2020**

Planning & Zoning Monthly Report
NOVEMBER 2020

Table 4. Enforcement Activity During November 2020

	FY2019 TOTALS ¹	Jan. 2020	Feb. 2020	March 2020	April 2020	May 2020	June 2020	July 2020	Aug. 2020	Sep. 2020	Oct. 2020	Nov. 2020	Dec. 2020	TOTALS FY2020 ¹
Complaints Received	95	10	10	8	5	14	16	14	8	9	4	6		104
Initial Complaints Referred to Others ²	3	1	0	0	0	0	0	0	0	0	1	0		2
Inspections	393	45	17	26	34	24	25	39	32	17	9	23 ⁷		291 ⁸
Phone Contact Prior to Notice	2	0	1	0	0	3	2	1	0	0	2	0		9
Complaints Resolved	22	5	4	7	5	4	9	7	10	4	3	6 ⁹		64 ¹⁰
Open Complaints³	26	30	36	37	37	47	54	61	59	64	64	64		64
New violations	31	3	1	3	3	1	2	5	3	1	0	0		22
First Notices Issued	24	3	1	3	3	1	2	5	3	0	1	0		21
Final Notices Issued	5	2	0	2	0	0	1	0	0	1	1	1		8
Referrals to SAO ⁴	5	0	2	0	0	0	0	0	1	1	1	0		5
Violations Resolved ⁵	42	1	2	1	4	1	0	1	2	1	0	1 ¹¹		14 ¹²
Open Violations⁶	410	412	411	413	412	412	414	418	419	419	419	418		418¹³
TOTAL Open Complaints & Violations	436	442	448	450	449	459	468	479	478	483	483	482		482

Notes

1. Total in bold face includes complaints and/ or violations from previous years.
2. Initial Complaints Referred to Others is included in the number of Complaints Resolved.
3. Open Complaints are complaints that have not been resolved and have not had a Case number assigned.
4. Referrals to SAO (State's Attorney's Office) are not included in Open Violations unless actually resolved.
5. Resolved violations are violation cases that have been inspected, notice given, and violation is gone, or inspection has occurred and no violation has been found to occur on the property.
6. Open Violations are unresolved violation cases and include any case referred to the State's Attorney.
7. 3 of the 23 inspections performed was for complaints received in November 2020.
8. 131 inspections of the 291 inspections performed in 2020 were for complaints received in 2020.
9. 2 of the complaints resolved in November 2020 were received in November 2020.
10. 27 complaints resolved in 2020 were received in 2020.
11. None of the violations resolved in November were for complaints that had been received in November 2020.
12. None of the violations resolved in 2020 were for complaints that were also received in 2020.
13. Total open violations include 23 cases that have been referred to the State's Attorney, one of which was referred as early as 2009. 4 of the 23 cases are currently active cases in Champaign County Circuit Court. At the end of 2004 there were 312 Open Violations.

Planning & Zoning Monthly Report
NOVEMBER 2020

APPENDIX A. ZONING USE PERMITS ACTIVITY IN NOVEMBER 2020

Permit Number	Zoning District; Property Description; Address; PIN	Owner Name	Date Applied, Date Approved	Project (Related Zoning Case)
78-20-02 I-1	A tract of land located in the SE ¼ of Section 34, East Bend Township, lying immediately South of vacated 1 st Street, Dewey, IL PIN: 10-02-34-327-002, 182-002, 181-002	Premier Cooperative, Inc.	03/18/2020 11/06/2020	Construct a shed for a load-out at a grain elevator
211-20-01 AG-1	A 1.55 acre tract of land located in the NW ¼ of Section 31, Brown Township; 6 County Road 3050N, Foosland, Illinois PIN: 02-01-31-151-003	Douglas and Lynda Watterson	07/29/2020 11/17/2020	Construct a detached garage 47' from the centerline of County Road 3050N and 0' from the front lot line CASE: 982-V-20
244-20-02 I-1	The S 440' of the E 495' of the SE ¼ of Section 32, Somer Township; excepting the N 150' of the E 180', Section 32, Somer Township; 2801 N. Willow Road, Urbana, Illinois PIN: 25-15-32-476-010	Republic Services	08/31/2020 11/13/2020	Construct an office building
287-20-01 AG-1	A tract of land located in the NE Corner of the S ½ of the NE ¼ of Section 26, Crittenden Township; 173 County Road 1700E, Villa Grove, Illinois PIN: 08-33-26-200-007	Michael and Cathy Yallaly	10/13/2020 11/10/2020	Construct an attached garage addition to and existing single family home and to authorize a previously constructed detached shed
294-20-01 AG-1	Lot 128 of Thor-O-Bred Acres Subdivision, Section 14, Hensley Township; 2104 Laurel Park Place, Champaign, Illinois PIN: 12-14-14-376-013	David and Cathy Owens	10/20/2020 11/02/2020	Construct a detached garage and authorize previously constructed additions to an existing single family home
295-20-01 CR	An 11 acre tract of land in Part of the NE ¼ of the NW ¼ of Section 2, Urbana Township, lying North of the centerline of the Saline Branch and East of Leonard's Farnettes Subdivision; 2609 Barracks Road, Urbana, Illinois PIN: 30-21-02-126-005	Armstrong Builders	10/21/2020 11/10/2020	Construct a single family home with attached garage and relocate an existing detached garage

Land Disturbance Erosion Control Permit also required

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

Planning & Zoning Monthly Report
NOVEMBER 2020

APPENDIX A. ZONING USE PERMITS ACTIVITY IN NOVEMBER 2020

Permit Number	Zoning District; Property Description; Address; PIN	Owner Name	Date Applied, Date Approved	Project (Related Zoning Case)
296-20-01 I-1	Two tracts of land comprising 15.2 acres located in the NE Corner of the S ½ of the SW ¼ of Section 29, Hensley Township; 3611 Staley Road, Champaign, Illinois PIN: 12-14-29-400-003 & 007	Robert R. Smith II	10/22/2020 11/02/2020	Construct a warehouse to be used by TSI/Commercial Flooring and Advanced Roofing
296-20-02 R-5	Three tracts of land located in the SE ¼ of the SE ¼ of Section 9 and the W ½ of the SW ¼ of Section 10, Urbana Township; 12 Toni Lane, Urbana, Illinois PIN: 30-21-10-351-023	Stonetown Woodland Acres	10/22/2020 11/02/2020	Replace the existing manufactured home on Lot 12 with a new manufactured home CASE: 870-S-17
296-20-03 R-5	Three tracts of land located in the SE ¼ of the SE ¼ of Section 9 and the W ½ of the SW ¼ of Section 10, Urbana Township; 13 Toni Lane, Urbana, Illinois PIN: 30-21-10-351-023	Stonetown Woodland Acres	10/22/2020 11/02/2020	Replace the existing manufactured home on Lot 13 with a new manufactured home CASE: 870-S-17
300-20-01 AG-1	A tract of land located Part of the E ½ of the NE ¼ of Section 29, Newcomb Township; 2591 County Road 200E, Mahomet, IL PIN: 16-07-29-300-007	James Householder	10/26/2020 11/04/2020	Construct a detached garage with personal workshop
310-20-01 CR	A tract being the N ½ of the NW ¼ of the SE ¼ of Section 36, Newcomb Township; 2440 County Road 550E, Dewey, Illinois PIN: 16-07-36-400-011	Daniel Welge	11/05/2020 11/06/2020	Construct a single family home with attached garage
322-20-01 AG-1	A 5 acre tract of land in the SE Corner of the SE ¼ of Section 29, Rantoul Township; 1996 County Road 2500N, Thomasboro, Illinois PIN: Part of 20-10-29-400-006	Prairie State Warehouse/ Greg Allen	11/17/2020 11/18/2020	Construct an agricultural chemical plant and a 1-million gallon liquid fertilizer tank

 Land Disturbance Erosion Control Permit also required

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

Planning & Zoning Monthly Report
NOVEMBER 2020

APPENDIX A. ZONING USE PERMITS ACTIVITY IN NOVEMBER 2020

Permit Number	Zoning District; Property Description; Address; PIN	Owner Name	Date Applied, Date Approved	Project (Related Zoning Case)
323-20-01 R-1	Lot 45 in Park Hills Subdivision, Section 11, Mahomet Township; 1702 Golf Drive, Mahomet, IL PIN: 15-13-11-253-005	Tim and Lynn Gilles	11/18/2020 11/20/2020	Construct a detached garage

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

Planning & Zoning Monthly Report
NOVEMBER 2020

APPENDIX B. ACTIVE LAND DISTURBANCE EROSION CONTROL PERMITS

Permit Number; Zoning;	Property Description; Address; PIN	Owner Name	Date Applied Date Approved Date of Final Stabilization	Project (Related Zoning Case)
302-15-01 I-1	A tract of land located in the NE ¼ of Section 34, Tolono Township; 981 County Road 700N, Tolono, Illinois PIN: Pt. of 29-26-34-100-006	Eastern Illini Electric Coop	10/29/15 05/18/16	Construct an electrical substation
155-16-02 CR	A 53.79 acre tract of land located in the NW ¼ of Section 8, Urbana Township; 1206 N. Coler Avenue, Urbana, Illinois PIN: 30-21-08-176-001	Champaign County Fair Association	06/03/16 08/10/16	Construct a parking lot and bus shelter
195-16-01 CR	A 53.79 acre tract of land located in the NW ¼ of Section 8, Urbana Township; 1206 N. Coler Avenue, Urbana, Illinois PIN: 30-21-08-176-001	Champaign County Fair Association	07/13/16 08/02/16	Construct a detached storage shed
97-17-01 R-1	Lot 12, Lincolnshire Fields West 1 Subdivision, Section 21, Champaign Township; 3912 Clubhouse Drive, Champaign, Illinois PIN: 03-20-21-301-012	Tim and Toni Hoerr	04/07/17 04/27/17	Construct a single family home with attached garage and detached pool house
220-19-02 CR	A 53.79 acre tract of land located in the NW ¼ of Section 8, Urbana Township; 1206 N. Coler Avenue, Urbana, Illinois PIN: 30-21-08-176-001	Dave Kirby dba ILLINI BMX & Champaign County Fair Association	08/08/19 09/27/19	Construct a BMX racetrack CASE: 886-S-17

Planning & Zoning Monthly Report
NOVEMBER 2020

**APPENDIX C. ZONING COMPLIANCE CERTIFICATES ISSUED IN NOVEMBER
2020**

Date	Permit Number	Property Description; Address; PIN	Project (Related Zoning Case)
11/20/2020	134-20-01	Lots 1, 2, and 3 except the East 51' thereof, in Homer Lake 1 st Subdivision, Section 30, Ogden Township; 2552 Homer Lake Road, Homer, Illinois PIN: 17-24-30-251-016	An addition to an existing detached storage shed
11/20/2020	191-20-01	The West ½ of the Southeast ¼ of Section 4, Mahomet Township; 2364 County Road 250E, Mahomet, Illinois PIN: 15-13-04-400-003	Construct a single family home with attached garage
11/20/2020	184-20-01	A two acre tract of land located in the NW Corner of the NE ¼ of the NE ¼ of Section 1, Scott Township; 575 County Road 1800N, Champaign, IL PIN: 23-19-01-200-002	A detached shed and a detached screened room
11/20/2020	287-20-01	A tract of land located in the NE Corner of the S ½ of the NE ¼ of Section 26, Crittenden Township; 173 County Road 1700E, Villa Grove, IL PIN: 08-33-326-200-007	An attached garage addition to an existing single family home and a detached shed

MONTHLY REPORT for DECEMBER 2020¹

Champaign County
Department of

**PLANNING &
ZONING**

Zoning Cases

The distribution of cases filed, completed, and pending is detailed in Table 1. Three zoning cases were filed in December and one case was filed in December 2019. The average number of cases filed in December in the preceding five years was 2.4.

One Zoning Board of Appeals (ZBA) meeting was held in December and three cases were completed. One ZBA meeting was held in December 2019 and two cases were completed. The average number of cases completed in December in the preceding five years was 0.6.

By the end of December there were 5 cases pending. By the end of December 2019 there were 6 cases pending.

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

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

Table 1. Zoning Case Activity in December 2020 & December 2019

Type of Case	December 2020 1 ZBA meeting		December 2019 1 ZBA meeting	
	Cases Filed	Cases Completed	Cases Filed	Cases Completed
Variance	2	3	0	1
SFHA Variance	0	0	0	0
Special Use	1	0	0	1
Map Amendment	0	0	1	0
Text Amendment	0	0	0	0
Change of Nonconforming Use	0	0	0	0
Administrative Variance	0	0	0	0
Interpretation / Appeal	0	0	0	0
TOTALS	3	3	1	2
Total cases filed (fiscal year)	24 cases		46 cases	
Total cases completed (fiscal year)	27 cases		48 cases	
Cases pending*	5 cases		6 cases	
* Cases pending includes all cases continued and new cases filed				

¹ Note that approved absences and sick days resulted in an average staffing level of 64.0% or the equivalent of 4.5 full time staff members (of the 7 authorized) present on average for each of the 21 work days in December.

Subdivisions

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

Zoning Use Permits

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

- 12 permits for 11 structures were approved in December compared to 20 permits for 11 structures in December 2019. The five-year average for permits in December in the preceding five years was 10.2.
- 31 months out of the last 60 months have equaled or exceeded the five-year average for number of permits (including December 2020, November 2020, September 2020, August 2020, July 2020, June 2020, March 2020, January 2020, December 2019, November 2019, October 2019, September 2019, August 2019, July 2019, April 2019, January 2019, February 2018, January 2018, October 2017, September 2017, April 2017, January 2017, February 2017, November 2016, September 2016, August 2016, July 2016, May 2016, April 2016, March 2016, and February 2016).
- 4.8 days was the average turnaround (review) time for complete initial residential permit applications in December.
- \$1,979,800 was the reported value for the permits in December compared to a total of \$448,686 in December 2019. The five-year average reported value for authorized construction in December was \$493,412.
- 27 months in the last 60 months have equaled or exceeded the five-year average for reported value of construction (including December 2020, November 2020, September 2020, August 2020, June 2020, May 2020, November 2019, October 2019, July 2019, April 2019, January 2019, March 2018, February 2018, January 2018, October 2017, September 2017, April 2017, March 2017, November 2016, October 2016, September 2016, August 2016, May 2016, April 2016, March 2016, February 2016, and January 2016).
- \$4,482 in fees were collected in December compared to a total of \$2,418 in December 2019. The five-year average for fees collected in December was \$2,522.
- 29 months in the last 60 months have equaled or exceeded the five-year average for collected permit fees (including December 2020, November 2020, October 2020, August 2020, July 2020, June 2020, March 2020, December 2019, November 2019, October 2019, April 2019, December 2018, November 2018, October 2018, March 2018, February 2018, January 2018, December 2017, October 2017, June 2017, March 2017, January 2017, December 2016, October 2016, August 2016, April 2016, March 2016, February 2016, and January 2016).

Planning & Zoning Monthly Report
DECEMBER 2020

Table 2. Zoning Use Permits Approved in December 2020

PERMITS	CURRENT MONTH			FISCAL YEAR TO DATE		
	#	Total Fee	\$ Value	#	Total Fee	\$ Value
AGRICULTURAL: Residential				7	0	2,376,000
Other	1	0	30,000	24	0	914,425
SINGLE FAMILY Resid.: New - Site Built	4	3,520	1,627,000	22	15,234	8,567,000
Manufactured				3	0	208,815
Additions	2	413	145,000	24	5,239	1,731,545
Accessory to Resid.	3	549	170,000	61	13,701	2,396,792
TWO-FAMILY Residential						
Average turn-around approval time for the above permit categories			4.8 days			
MULTI - FAMILY Residential						
HOME OCCUPATION: Rural						
Neighborhood	1	0	0	12	0	0
COMMERCIAL: New				2	2,050	512,000
Other				3	2,590	1,226,563
INDUSTRIAL: New				3	953	1,750,000
Other				1	1,793	32,512,34
OTHER USES: New				2	3,923	3,840,000
Other						
SIGNS				5	983	57,678
TOWERS (Incl. Acc. Bldg.)						
OTHER PERMITS	1	0	7,800	18	1,544	182,450
TOTAL APPROVED	12/11	\$4,482	\$1,979,800	186/158	\$48,010	\$27,014,502

*12 permits were issued for 11 structures in December 2020; 11 permits require inspection and Compl. Certif.

◇ 186 permits have been issued for 158 structures since 1/1/20

NOTE: Home occupations and Other permits (change of use, temporary use) total 28 since 1/1/20, (this number is not included in the total number of structures).

13 Zoning Use Permit Apps. were *received* in December 2020 and 11 were *approved*.

No Zoning Use Permit App.s *approved* in December 2020 had been *received* in prior months.

Planning & Zoning Monthly Report
DECEMBER 2020

- There were 2 lot split inquiries and 157 other zoning inquiries in December.
- Two rural addresses were issued in December.
- Minutes for three ZBA meetings were completed in December

Conversion of Best Prime Farmland

Table 3 summarizes conversion of Best Prime Farmland as a result of any County zoning approval so far in 2020.

Table 3. Best Prime Farmland Conversion in 2020

	December 2020	2020 to date
Zoning Cases. Approved by the ZBA, a Zoning Case December authorize a new principal use on Best Prime Farmland that was previously used for agriculture.	0.0 acres	0.00 acres
Subdivision Plat Approvals. Approved by the County Board outside of ETJ areas, a subdivision approval December authorize the creation of new Best Prime Farmland lots smaller than 35 acres:	0.00 acres	0.0 acres
Outside of Municipal ETJ areas ¹		
Within Municipal ETJ areas ²	0.00 acre	0.00 acre
Zoning Use Permits. Approved by the Zoning Administrator, a Permit December authorize a new non-agriculture use on a lot that did not previously exist or was not previously authorized in either a zoning case or a subdivision plat approval.	0.00 acres	2.146 acres
Agricultural Courtesy Permits	0.00 acres	3.50 acres
TOTAL	0.00 acres	5.646 acres
NOTES		
1. Plat approvals by the County Board.		
2. Municipal plat approvals.		

Zoning Compliance Inspections

- One Zoning Compliance Inspection was made in December.
- Two Zoning Compliance Certificate was issued in December for a total of 41 in 2020. The 2020 budget anticipated a total of 252 compliance inspections and certificates for an average of 4.8 certificates per week.

Zoning and Nuisance Enforcement

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

- 6 new complaints were received in December compared to 2 new complaints received in December 2019. No complaint was referred to another agency in December and no complaint was referred to another agency in December 2019.
- 23 enforcement inspections were conducted in December compared to 14 inspections in December 2019.
- No contacts were made prior to written notification in December and none was made in December 2019.
- 23 investigation inquiries were made in December. The 2020 budget anticipates an average of 9.0 initial investigation inquiries per week.
- 6 complaints were resolved in December and 65 complaints were left open (unresolved).
- No First Notice and one Final Notice was issued in December and 2 First Notices and one Final Notice were issued in December 2019. The budget anticipated a total of 30 First Notices for 2020.
- No case was referred to the State's Attorney's Office in December and none were referred in December 2019. The budget anticipated a total of five cases to be forwarded to the State's Attorney's Office in 2020.
- One violation and 6 complaints were resolved in December compared to 7 cases that were resolved in December 2019. The budget anticipated a total of 48 resolved cases in 2020.
- 484 complaints and violations remain open at the end of December compared to 422 open cases at the end of December 2019.
- In addition to the activities summarized in Table 4, other activities of Enforcement staff in December included the following:
 1. Answering phones and helping customers when needed due to unavailability or absence of Zoning Technicians.
 2. Coordinated with landowners, complainants, and the State's Attorney's Office regarding enforcement cases that have been referred to the State's Attorney's Office and particularly those cases that involve dangerous structures.
 3. Coordinated the marketing of County owned properties at 1101 Carroll Avenue, Urbana and 2603 Campbell Drive, Champaign.

APPENDICES

- A Zoning Use Permit Activity In December 2020**
- B Active Land Disturbance Erosion Control Permits In The Champaign County MS4 Jurisdictional Area**
- C Zoning Compliance Certificates Issued in December 2020**

Planning & Zoning Monthly Report
DECEMBER 2020

Table 4. Enforcement Activity During December 2020

	FY2019 TOTALS ¹	Jan. 2020	Feb. 2020	March 2020	April 2020	May 2020	June 2020	July 2020	Aug. 2020	Sep. 2020	Oct. 2020	Nov. 2020	Dec. 2020	TOTALS FY2020 ¹
Complaints Received	95	10	10	8	5	14	16	14	8	9	4	6	9	113
Initial Complaints Referred to Others ²	3	1	0	0	0	0	0	0	0	0	1	0	0	2
Inspections	393	45	17	26	34	24	25	39	32	17	9	23	29 ⁷	320 ⁸
Phone Contact Prior to Notice	2	0	1	0	0	3	2	1	0	0	2	0	2	11
Complaints Resolved	22	5	4	7	5	4	9	7	10	4	3	6	13 ⁹	77 ¹⁰
Open Complaints³	26	30	36	37	37	47	54	61	59	64	64	64	60	60
New violations	31	3	1	3	3	1	2	5	3	1	0	0	1	23
First Notices Issued	24	3	1	3	3	1	2	5	3	0	1	0	1	22
Final Notices Issued	5	2	0	2	0	0	1	0	0	1	1	1	0	8
Referrals to SAO ⁴	5	0	2	0	0	0	0	0	1	1	1	0	1	6
Violations Resolved ⁵	42	1	2	1	4	1	0	1	2	1	0	1	3 ¹¹	17 ¹²
Open Violations⁶	410	412	411	413	412	412	414	418	419	419	419	418	416	416¹³
TOTAL Open Complaints & Violations	436	442	448	450	449	459	468	479	478	483	483	482	476	476

Notes

1. Total in bold face includes complaints and/ or violations from previous years.
2. Initial Complaints Referred to Others is included in the number of Complaints Resolved.
3. Open Complaints are complaints that have not been resolved and have not had a Case number assigned.
4. Referrals to SAO (State's Attorney's Office) are not included in Open Violations unless actually resolved.
5. Resolved violations are violation cases that have been inspected, notice given, and violation is gone, or inspection has occurred and no violation has been found to occur on the property.
6. Open Violations are unresolved violation cases and include any case referred to the State's Attorney.
7. 10 of the 29 inspections performed was for 9 complaints received in December 2020.
8. 152 inspections of the 320 inspections performed in 2020 were for complaints received in 2020.
9. 2 of the complaints resolved in December 2020 were received in December 2020.
10. 29 complaints resolved in 2020 were received in 2020.
11. None of the violations resolved in December were for complaints that had been received in December 2020.
12. None of the violations resolved in 2020 were for complaints that were also received in 2020.
13. Total open violations include 23 cases that have been referred to the State's Attorney, one of which was referred as early as 2009. 4 of the 23 cases are currently active cases in Champaign County Circuit Court. At the end of 2004 there were 312 Open Violations.

Planning & Zoning Monthly Report
DECEMBER 2020

APPENDIX A. ZONING USE PERMITS ACTIVITY IN DECEMBER 2020

Permit Number	Zoning District; Property Description; Address; PIN	Owner Name	Date Applied, Date Approved	Project (Related Zoning Case)
133-20-01A CR	Lot 204 of a Replat of Lot 4 of Summerfield Subdivision, Section 36, Newcomb Township; 2495 County Road 550E, Dewey, Illinois PIN: 16-07-36-126-010	Sam and Samantha Hendon	12/03/2020 12/03/2020	Original ZUP amended to add a ground mounted solar array
344-20-03 CR	Lot 2 of Wolf Creek Subdivision, Section 30, South Homer Township; 2582B Homer Lake Road, Homer, Illinois PIN: 17-24-30-276-011	Signature Construction Inc.	12/09/2020 12/22/2020	Construct a single family home with attached garage
336-20-01	A tract of land being a Part of the NW ¼ of Section 26, Rantoul Township; 2578 County Road 1600E, Thomasboro, Illinois PIN: 20-09-26-100-003	Denise Enright	12/01/2020 12/09/2020	Demolish an existing single family home with attached garage and return the surface to an level grade
337-20-01 AG-1	Lots 10 and 11 of Spring Creek Subdivision, Section 6, Scott Township; 5 Abbott Lane, Seymour, Illinois PIN: 23-19-06-151-018 & 019	Ben Fulk	12/02/2020 12/11/2020	Construct a detached shed and to authorize a previously placed above ground swimming pool
338-20-01 AG-1	Lot 104 of Shields Subdivision, Section 24, Brown Township; 3219 County Road 600E, Fisher, Illinois PIN: 02-01-24-400-010	Justin Watterson	12/03/2020 12/14/2020	Construct a single family home with attached garage
344-20-01 AG-2	Lots 1 and 2 of Rolling Hills Estates Subdivision, Section 12, Mahomet Township; 2310 Fogel Road, Mahomet, Illinois PIN: 15-13-12-201-056	Daniel and Sara Hissong	12/09/2020 12/21/2020	Construct an addition to an existing single family home
344-20-02 AG-1	Lot 1 of Quinlan Subdivision, Section 23, Ludlow Township; 1604 County Road 3200N, Rantoul, Illinois PIN: 14-03-23-300-002	Matt and Sherrie Faulkner	12/09/2020 12/22/2020	Change the Use of a detached shed to a single family home and to construct an addition to the home CASE: 989-V-20

 Land Disturbance Erosion Control Permit also required

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

Planning & Zoning Monthly Report
DECEMBER 2020

APPENDIX A. ZONING USE PERMITS ACTIVITY IN DECEMBER 2020

Permit Number	Zoning District; Property Description; Address; PIN	Owner Name	Date Applied, Date Approved	Project (Related Zoning Case)
346-20-02 AG-1	A tract of land located in the NW ¼ of the NW ¼ of Section 35, Colfax Township; 201 County Road 700N, Ivesdale, Illinois PIN: 05-25-33-100-005	Patrick Whalen	12/11/2020 12/223/2020	Construct a detached storage shed for agricultural use only
*351-20-01	Issued January 8, 2021			
356-20-01 AG-1	The East 220' of the South 990' of the SE ¼ of the SW ¼ of Section 15, Sidney Township; 2148 County Road 900N, Sidney, Illinois PIN: 24-28-15-300-010	Kevin Samson	12/20/2020 12/23/2020	Install a ground mounted solar array
356-20-02 CR	Lot 3 of Cedar Creek Estates, Section 26, Newcomb Township; address to be assigned PIN: 16-07-26-100-019	Randi Dunn and Kyle Hummel	12/23/2020 12/23/2020	Construct a single family home with attached garage and detached storage shed
357-20-01 CR	A tract of land in the NW Corner of the NW ¼ of Section 21, Crittenden Township; 290 County Road 1400E, Tolono, Illinois PIN: Part of 08-33-21-100-006	Jonathan and Jessica Chambers	12/22/2020 12/29/2020	Construct a single family home with attached garage and a detached storage shed
*366-20-01	Under review			

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

Planning & Zoning Monthly Report
DECEMBER 2020

APPENDIX B. ACTIVE LAND DISTURBANCE EROSION CONTROL PERMITS

Permit Number; Zoning;	Property Description; Address; PIN	Owner Name	Date Applied Date Approved Date of Final Stabilization	Project (Related Zoning Case)
302-15-01 I-1	A tract of land located in the NE ¼ of Section 34, Tolono Township; 981 County Road 700N, Tolono, Illinois PIN: Pt. of 29-26-34-100-006	Eastern Illini Electric Coop	10/29/15 05/18/16	Construct an electrical substation
155-16-02 CR	A 53.79 acre tract of land located in the NW ¼ of Section 8, Urbana Township; 1206 N. Coler Avenue, Urbana, Illinois PIN: 30-21-08-176-001	Champaign County Fair Association	06/03/16 08/10/16	Construct a parking lot and bus shelter
195-16-01 CR	A 53.79 acre tract of land located in the NW ¼ of Section 8, Urbana Township; 1206 N. Coler Avenue, Urbana, Illinois PIN: 30-21-08-176-001	Champaign County Fair Association	07/13/16 08/02/16	Construct a detached storage shed
97-17-01 R-1	Lot 12, Lincolnshire Fields West 1 Subdivision, Section 21, Champaign Township; 3912 Clubhouse Drive, Champaign, Illinois PIN: 03-20-21-301-012	Tim and Toni Hoerr	04/07/17 04/27/17	Construct a single family home with attached garage and detached pool house
220-19-02 CR	A 53.79 acre tract of land located in the NW ¼ of Section 8, Urbana Township; 1206 N. Coler Avenue, Urbana, Illinois PIN: 30-21-08-176-001	Dave Kirby dba ILLINI BMX & Champaign County Fair Association	08/08/19 09/27/19	Construct a BMX racetrack CASE: 886-S-17

Planning & Zoning Monthly Report
DECEMBER 2020

**APPENDIX C. ZONING COMPLIANCE CERTIFICATES ISSUED IN DECEMBER
2020**

Date	Permit Number	Property Description; Address; PIN	Project (Related Zoning Case)
12/15/2020	190-18-02	Lot 3 of Almar First Subdivision, Section 3, Urbana Township; 2107 N. Highcross Road, Urbana, Illinois PIN: 30-21-03-426-008	A dormitory building for Lifeline- Connect, a partnership of Apostolic Life UPC, Inc.
12/17/2020	175-20-02	Lot 61 of Cherry Hills 2 nd Subdivision, Section 27, Champaign Township; 2603 Cove Creek Place, Champaign, Illinois PIN: 03-20-27-106-006	An above ground swimming pool with a self-closing, self-latching gate at the entrance to the swimming pool