

AGENDA
CONSERVATION, PLANNING, AND ZONING COMMITTEE
WOODFORD COUNTY, ILLINOIS
Monday, November 9, 2020
5:30 P.M.

1. Call to Order:
2. Roll Call: Blake Parsons, Don Tolan, Justin Faulk, Charles Nagel, Jason Spence, Jerry Smith
3. Approval of Monthly claims:
4. Approval of September 9, 2020, minutes:
5. Approval of July 13, 2020 Executive Session Minutes
6. Review of Executive Session
7. Public Input:
8. Unfinished Business:
 - a) Wind Farm Hearing plan
 - b) Restrictions on large SUPs in the vicinity of Municipalities
9. New Business
 - a) Woodford County Soil and Water Conservation District Intergovernmental Agreement
 - b) Peoria County Soil and Water Conservation District Intergovernmental Agreement
 - c) Intergovernmental agreement with Tri-County Regional Planning Commission for special project services
10. Planning and Zoning Issues:
11. Executive session (if necessary)
12. Any action coming out of Executive Session:
13. Adjournment

CONSERVATION, PLANNING, AND ZONING COMMITTEE
WOODFORD COUNTY, ILLINOIS
Wednesday, September 9, 2020
5:30 P.M.
MINUTES

1. Call to Order: Mr. Parsons called the meeting to order at 5:30 pm
2. Roll Call: Blake Parsons, Don Tolan, Justin Faulk, and Jerry Smith were present. Charles Nagel attended by Zoom. Jason Spence was excused.
3. Approval of Monthly claims: Motion to approve the claims made by Tolan, seconded by Faulk. *Motion Carried.*
4. Approval of August 18, 2020, minutes:
Motion to approve the minutes made by Faulk, seconded by Tolan, *Motion Carried.*
5. Review of Executive Session
Approval of Nov 13, 2008 Executive Session minutes:
Motion to approve and keep confidential the Nov 13, 2008 Executive session minutes made by Tolan, seconded by Faulk. *Motion Carried.*
Approval of Feb 10, 2009 # 1 Executive Session minutes:
Motion to approve and keep confidential the Feb 10, 2009 # 1 Executive session minutes made by Faulk, seconded by Tolan. *Motion Carried*
Approval of Feb 10, 2009 # 2 Executive Session minutes:
Motion to approve and keep confidential the Feb 10, 2009 # 2 Executive session minutes made by Faulk, seconded by Tolan. *Motion Carried*
Approval of Mar 10, 2009 Executive Session minutes:
Motion to approve and keep confidential the Mar 10, 2009 Executive session minutes made by Faulk, seconded by Smith. *Motion Carried*
6. Public Input: Public input was addressed under item 8.
7. Unfinished Business:
 - a) Wind Farm Hearing plan
Mr. Parsons explained that the plan is currently to hold the wind hearings at Liberty Bible Church in Eureka. They have offered the space which he feels is large enough to provide ample space for social distancing. The church is also set up with microphones, projection screens and will handle sanitizing. The wind company has indicated they will provide a donation to the church.
8. New Business:
 - a) Restrictions on large SUPs in the vicinity of Municipalities
Mr. Scott Zimmer, Mayor of Eureka discussed the Solar Farm that was proposed a few years ago that has brought this issue up. He noted the City, Citizens of the City and the County Board were all concerned with the proximity of that solar farm to the city. Mr. Zimmer discussed that the city has no control outside the city limits so they are looking for the County to help protect the city. He noted that the likelihood of Eureka growing is high and they are looking for the County to help protect the areas where they are most likely to grow and expand. Mr. Zimmer discussed that he has seen solar farms in other areas of the country and they are generally miles away from the municipalities. He referenced a specific development in Florida which is completely powered by solar energy, he noted their solar field was located five miles from the residential area of the development. Mr. Zimmer read a letter from Mr. Jim Maccari 2023 Marshall Rd, Eureka. (see attached). He noted Mr. Maccari also indicated that the screening section of the ordinance may be useful in providing screening.
Mr. Art Anliker 2022 Marshall Rd, Eureka discussed that he was a concerned citizen during the solar farm hearings. He expressed that his main concern is devaluation of property values.

Mr. Parsons discussed the project that started this discussion and the history relating to its approval. He noted that ultimately the courts approved the project and the Special Use is now expired. Increasing the setback was discussed a

few years back and it was sent to the ZBA. The ZBA had some concerns over representation and de-conflicting dual jurisdictions when municipal planning areas overlap. The ZBA was not in favor of the amendment as proposed and the issue was dropped. Mr. Parsons noted that the utilizing the Wind setback for solar has been brought up as an option. Mr. Parsons explained that the wind setback is in statute which is why that is different. Ms. Jording noted that the County Code takes the County Authority to regulate wind siting in the 1.5 mile municipal planning area and the Municipal code grants the authority to regulate wind within 1.5 miles of the municipality. Solar setbacks are not quantified in the statute. Mr. Smith clarified what we were discussing. Ms. Jording noted we were discussing Commercial level Solar Farm Energy Systems (SFES) which are dealing with power production for the grid. Mr. Nagel asked if the County can set a setback for solar. Ms. Jording noted that the current setback is to a dwelling, she noted she is unsure if we can establish a setback to a municipal boundary. The committee discussed the options of changing the setback to a dwelling or if they can create a setback to a municipal boundary. Ms. Jording explained the notification for ZBA petitions and the involvement of the Municipalities. Ms. Jording explained the text amendment process as established by statute. Mr. Parsons asked for a motion to suspend the rules to allow public input. Mr. Nagel made the motion to suspend the rules, seconded by Tolan. *Motion Carried.* Mr. Zimmer discussed that the setback could be increased and a company could ask for a variance that would allow the ZBA to determine if the variance is granted.

The committee discussed the concerns over increasing the setback and how to rectify that across the county. It was noted that the authority to approve should not be granted to the municipality. They discussed if the setback had to remain the same to dwellings vs. municipal boundary. Mr. Gibson (Assistant States Attorney) stated he was unsure what authority we had to set a setback to a municipality, it would be something he would need to review. They discussed increasing a setback to a dwelling which Ms. Jording noted they could do but it would be very restrictive in the country in general.

Mr. Faulk asked what the city felt was a good setback option. Mr. Zimmer stated his personal opinion would be ½ a mile to a mile. Mr. Anliker discussed that he agreed a mile would be appropriate. The committee discussed screening and how to manage a restriction on screening. They felt screening would be a start. Ms. Jording noted the ZBA has the option to place restrictions on any Special Use. Mr. Smith expressed that he felt 1 mile was appropriate. Mr. Parsons noted that he is unsure if we can restrict setback to a municipal boundary. Mr. Gibson discussed concerns over having different setbacks from dwellings in the county and a municipal line creates an issue of potential unequal treatment. He also noted that having a variance option could create a special privilege issue. Mr. Gibson also noted that he recalled location for solar farms can be an issue since they require some proximity to a substation. The committee discussed that the issue was a combination of economics and electricity loss due to distance. Mr. Smith recommended the ordinance be amended to increase the setback to 1 mile. The committee discussed that increasing the setback can create a siting issue. Mr. Gibson noted that he would have to research but he imagined that the wind setback is larger due to the height. Mr. Zimmer discussed that it should be different for a municipality so that the municipality has the option to grow and expand. Mr. Parsons stated he would like to continue the discussion later and give some time to research some issues relating to legality. Mr. Tolan asked if the setback had to be a certain set distance. Mr. Gibson explained that it should be a definitive distance and there should not really be variances granted to that distance. Mr. Nagel made the motion to table the item, seconded by Tolan. *Motion Carried.*

9. Planning and Zoning Issues: none

10. Executive session (if necessary) none

11. Any action coming out of Executive Session:

12. Adjournment

Mr. Faulk made the motion to adjourn at 7:00 p. m., seconded by Spence. *Motion Carried.*

Lisa Jording, Secretary

Blake Parsons, Chairman

Date

INTERGOVERNMENTAL AGREEMENT WITH TRI-COUNTY REGIONAL PLANNING COMMISSION FOR SPECIAL PROJECT SERVICES

WITNESSETH THAT:

WHEREAS, the County of Woodford, hereafter referred to as the "COUNTY", has enacted a Zoning Ordinance, which specifically refers to rezoning and special use recommendations, a Subdivision Code which refers to plat review, reporting and file maintenance, and

WHEREAS, the COUNTY does not have the resources to review every aspect of all cases pertaining to the Woodford County Zoning Board of Appeals, subdivisions and Woodford County Comprehensive Land Use Plan to ensure compliance and conformity to such, and

WHEREAS, the Tri-County Regional Planning Commission, hereafter referred to as "TCRPC" does have the resources to review, recommend and report findings, and

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is agreed by and between the COUNTY and TCRPC that:

I. Term:

This agreement shall be effective December 1, 2020 and shall continue through and include November 30, 2021.

The parties agree, however, that regardless of any other provision contained in this Agreement to the contrary, this Agreement may be terminated at any time by either party, with or without cause, upon thirty (30) days written notice to the other party.

II. Notice:

All notices required under Paragraph I. of this Agreement shall be delivered in person or by certified mail with return receipt to:

County of Woodford
Zoning Administrator
115 North Main Street, Room 100
Eureka, IL 61530

Tri-County Regional Planning Commission
Planning Program Manager
456 Fulton Street, Suite 401
Peoria, IL 61602

III. Duties of TCRPC:

1. At the request by the Zoning Administrator, TCRPC will review all Rezoning and Special Use cases that are presented to the Woodford County Zoning Board of Appeals. If requested, the TCRPC will provide a written report based on the Woodford County Comprehensive Plan and the Woodford County Zoning Ordinance.
2. At the request by the Zoning Administrator, TCRPC will review Preliminary and Final Plats submitted to the Woodford County Plat Officer and make written recommendations based on the County Comprehensive Plan and Subdivision Code.
3. At the request by the Zoning Administrator, TCRPC will provide recommendations regarding revision to the Zoning Ordinance and Subdivision Code. This task will be undertaken on an as-needed basis at the request of the Zoning Administrator.
4. Upon request, a staff member of TCRPC will attend meetings of the Zoning Board of Appeals and the Conservation, Planning and Zoning Committee to answer questions.
5. Will perform additional services not listed above at the flat rate, per the request of the Zoning Administrator.

IV. Duties of the COUNTY:

1. Remit payment of (seventy five dollars) \$75.00 per hourly wage for services rendered, invoiced quarterly, with no minimum or maximum contract amount.

V. Indemnification:

TCRPC hereby agrees to defend and to indemnify the COUNTY and its employees, officer, officials and agents and to hold them harmless from, for and in respect of any liability, damages, claims, demands or expenses, (including but not limited to Court costs, reasonable Attorney fees and other costs of litigation) arising out of or in connection with TCRPC's acts or omissions or the acts or omissions of TCRPC's officers, officials, agents or employees.

The COUNTY hereby agrees to defend and to indemnify the TCRPC and its employees, officer, officials and agents and to hold them harmless from, for and in respect of any liability, damages, claims, demands or expenses, (including but not limited to Court costs, reasonable Attorney fees and other costs of defense) arising out of or in connection with the COUNTY'S acts or omissions or the acts or omissions of the COUNTY's officers, officials, agents or employees.

VI. Severability:

If any portion of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

VII. Entire Agreement – Amendments:

The preceding constitutes the entire Agreement between parties and no verbal statements shall supersede any of its provisions. This Agreement may be amended in writing by a mutual agreement executed with the same formalities and in the same manner by which this Agreement was executed.

Entered into this ____ day of _____, 2020

COUNTY OF WOODFORD

**TRI-COUNTY REGIONAL
PLANNING COMMISSION**

By: _____
Woodford County Chairman

By: _____

(Print Name and Title)

ATTEST: _____
Dawn Kupfer, County Clerk

**INTERGOVERNMENTAL AGREEMENT FOR REVIEW OF
EROSION, SEDIMENT AND STORMWATER CONTROL ORDINANCE
PERMIT APPLICATIONS**

WITNESSETH THAT:

WHEREAS, the County of Woodford, hereafter referred to as the "COUNTY," has enacted an Erosion, Sediment and Stormwater Control Ordinance and specifically refers to any commercial, institutional, multi-family or industrial project with an area of more than one-half (1/2) acre; or a project requiring subdivision approved by a unit of local government with an area of more than one-half (1/2) acre, found in Chapter 7.5-66 of the Woodford County Code, hereafter referred to as the "ORDINANCE"; and

WHEREAS, the COUNTY does not have the resources to review the permit applications to enforce the ORDINANCE; and

WHEREAS, the Peoria County Soil and Water Conservation District, hereafter referred to as "PCSWCD," does have the resources to review the applications; and

WHEREAS, the COUNTY and the SWCD have reached an Agreement pursuant to authority granted by Article VII, Section 10 of the Constitution of Illinois 1970, the "Intergovernmental Cooperation Act." (5ILCS 220/1 *et seq*).

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is agreed by and between the COUNTY and the SWCD that:

I. Term

This agreement shall be effective January 1, 2021 and shall continue through and include December 31, 2021.

The parties agree, however, that regardless of any other provision contained in this Agreement to the contrary, this Agreement may be terminated at any time by either party, with or without cause, upon sixty (60) days written notice to the other party.

II. Notice

All notices required under Paragraph I of this Agreement shall be delivered in person or by certified mail with return receipt to:

Peoria County Soil and Water
Conservation District Chairman
6715 N. Smith Road
Edwards, Illinois 61528

County of Woodford
Zoning Administrator
Woodford County Courthouse
Eureka, Illinois 61530

III. Duties of PCSWCD

1. Review Erosion, Sediment and Stormwater Control permit applications for any commercial, institutional, multi-family or industrial project with an area of more than one-half (1/2) acre; or a project requiring subdivision approval by a unit of local government with an area of more than one-half (1/2) acre, to determine whether such applications meet the standards and requirements of the ORDINANCE. Such review shall be done by a qualified PCSWCD engineer.

- a. The parties agree that time is of the essence in completing all reviews. Therefore, review of the sediment and erosion control practices portion of all Erosion, Sediment and Stormwater Control Permit Applications shall be completed and the COUNTY's Zoning Administrator shall be advised by the PCSWCD in writing whether said portion of the applications meet the standards and requirements of the applicable ORDINANCE within five (5) working days after the permit applications are submitted to the PCSWCD. Review of the Stormwater plans and control portion of all Erosion, Sediment and Stormwater Control Permit Applications shall be completed and the County's Zoning Administrator shall be advised in writing by the PCSWCD whether said portion of the applications meet the standards and requirement of the ORDINANCE within twenty (20) working days after the applications are submitted to the COUNTY.
- b. If any permit application does not meet the standards and requirements of the applicable ORDINANCE, PCSWCD shall advise the COUNTY's Zoning Administrator in writing within the applicable times set forth in Paragraph II, as to why the application does not meet the ORDINANCE standards and requirements and what, if any, additional information is needed.

2. Conduct inspections of sites related to Erosion, Sediment and Stormwater Control Permit Applications and/or Permits as request by the COUNTY. Such inspections shall be done by a qualified PCWSCD engineer.

3. Meet with the County's Zoning Administrator or his designee as necessary.

4. Train the County's Zoning staff to review Erosion Control Permit applications and assist the County with public education sessions regarding the ORDINANCE. Such training and education shall be conducted by a qualified PCSWCD engineer.

5. Provide testimony through its engineer in any administrative or court proceeding relative to any report or opinion issued by PCSWCD.

IV. Duties of the COUNTY

1. Reimburse PCSWCD the total amount of One Thousand Nine Hundred Sixty-two and 22 cents a year (\$1,962.22).

2. COUNTY will deliver permit applications to PCSWCD with three (3) working days after receipt.

V. Indemnification

PCSWCD hereby agrees to defend and to indemnify the COUNTY and its employees, officers, officials and agents and to hold them harmless from, for and in respect of any liability, damages, claims, demands or expenses (including but not limited to Court costs, reasonable Attorney fees and other costs of litigation) arising out of or in connection with PCSWCD's acts or omissions or the acts or omissions of PCSWCD's officers, officials, agents or employees.

The COUNTY hereby agrees to defend and to indemnify PCSWCD, its employees, officers and officials and to hold them harmless from, for and in respect of any liability, damages, claims, demands or expenses (including but not limited to Court costs, reasonable Attorney fees and other costs of defense) arising out of or in connection with the acts or omissions of the COUNTY or the acts or omissions of the County's officers, officials or employees.

VI. Severability

If any portion of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

VI. Entire Agreement - Amendments

The preceding constitutes the entire Agreement between parties and no verbal statements shall supersede any of its provisions. This Agreement may be amended in writing by a mutual agreement executed with the same formalities and in the same manner by which this Agreement was executed.

Entered into this ____ day of _____, 2020

COUNTY OF WOODFORD

PEORIA COUNTY SOIL AND WATER
CONSERVATION DISTRICT

By: _____
Woodford County Chairman

By: _____
Chairman Peoria Co. SWCD

Attest: _____
Dawn L. Kupfer, County Clerk

INTERGOVERNMENTAL AGREEMENT FOR REVIEW OF EROSION, SEDIMENT
AND STORMWATER CONTROL ORDINANCE PERMIT APPLICATIONS

WITNESSETH THAT:

WHEREAS, the County of Woodford, hereafter referred to as the "COUNTY," has enacted an Erosion, Sediment and Stormwater Control Ordinance hereafter referred to as the "ORDINANCE," and

WHEREAS, the COUNTY does not have the resources to review all permit applications and complete all site inspections to enforce the ORDINANCE; and

WHEREAS, the Woodford County Soil and Water Conservation District, hereafter referred to as "WCSWCD," does have the resources to write, review and inspect erosion and sediment control permit applications; and

WHEREAS, the COUNTY and the WCSWCD have reached an Agreement pursuant to authority granted by Article VII, Section 10 of the Constitution of Illinois 1970, the "Intergovernmental Cooperation Act." (5ILCS 220/1 et seq), and the "Soil Conservation Domestic Allotment Act," (505 ILCF 120/0.01 et seq).

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is agreed by and between the COUNTY and the WCSWCD that:

I. Term

This agreement shall be effective December 1, 2020 and shall continue through and include November 30, 2021.

The parties agree, however, that regardless of any other provision contained in this Agreement to the contrary, this Agreement may be terminated at any time by either party, with or without cause, upon sixty (60) days written notice to the other party.

II. Notice

All notices required under Paragraph I. of this Agreement shall be delivered in person or by certified mail with return receipt to:

Woodford County Zoning Administrator
115 N. Main St
Room 104
Eureka, IL 61530

Woodford County SWCD
Chairman
937 W. Center St.
Eureka, IL 61530

III. Duties of the COUNTY

1. Reimburse WCSWCD in the amount of \$150 per application received for any single family dwelling or any project that disturbs more than 5,000 square feet (not including any commercial, institutional, multi-family or industrial projects, which are covered in the COUNTY's Stormwater Agreement). The WCSWCD will submit a bill on the last day of the month to the COUNTY requesting reimbursement for all applications received from the first day of the month to the last day of the month.
2. If the WCSWCD deems that an erosion problem exists which causes the project to not be in compliance with the permit application, the Builder will have 48 hours to correct the problem. If the problem still exists after 48 hours, the problem will be turned over to the COUNTY, at which time the COUNTY will issue a Stop Work Order and its associated fines to the Builder. The COUNTY will not allow said project to resume until the problem has been corrected according to the requirements of the ORDINANCE, as determined by the WCSWCD.

IV. Duties of WCSWCD

1. Accept applications and assist Builder/Owner in drawing up Erosion Control Prevention Plans for all single family dwellings or any project that disturbs more than 5,000 square feet (not including any commercial, institutional, multi-family or industrial projects which are covered in the COUNTY's Stormwater Agreement), in Woodford County; review said Plan; and conduct inspections as needed to assure that the requirement of the COUNTY ORDINANCE are being met.
2. Meet with the COUNTY Zoning Administrator or their designee as necessary.
4. Produce written inspection reports in a form approved by the COUNTY Zoning Administrator.
5. Maintain separate files for each permit. Each file shall include all inspection reports, correspondence and other information obtained or produced by WCSWCD pertaining to corresponding permit. Files will be maintained until the permit is considered closed by the COUNTY.
6. If WCSWCD discovers upon inspection that a particular erosion problem exists on site, the Builder will have 48 hours to correct the problem. If said Builder fails to correct the problem within 48 hours, the WCSWCD shall send a letter to the Zoning Administrator informing him of the issue. At that time the COUNTY shall assess a Stop Work Order and its associated fines to the Builder. The COUNTY will not allow said project to resume until the problem has been corrected according to the requirements of the ORDINANCE, as determined by the WCSWCD.

V. Indemnification

The COUNTY shall indemnify and hold harmless the WCSWCD and its directors, officers, employees and agents from and against any and all losses, damages, claims, liability, costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorney fees) which any or all of them may hereinafter incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage (including loss of use) to any property (public or private) which arise out of or are caused by any negligent acts, negligent omissions or willful misconduct, of the COUNTY, its directors, officers, employees and agents in the performance of the terms of this Agreement.

The WCSWCD shall indemnify and hold harmless the COUNTY and their directors, officers employees and agents from and against any and all losses, damages, claims, liability, costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorney fees) which any or all of them may hereinafter incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage (including loss of use) to any property (public or private) which arise out of or are caused by any negligent acts, negligent omissions or willful misconduct, of the WCSWCD its directors, officers, employees and agents in the performance of the terms of this Agreement.

VI. Entire Agreement - Amendments

The preceding constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. This Agreement may be amended in writing by a mutual agreement executed with the same formalities and in the same manner by which this agreement was executed.

Entered into this 17th day of November 2020

WOODFORD COUNTY SOIL & WATER
CONSERVATION DISTRICT

BY: Mark E. Roche
Chairman, Woodford SWCD

COUNTY OF WOODFORD

BY: _____
Chairman

ATTEST: _____
County Clerk