

AGENDA
CONSERVATION, PLANNING, AND ZONING COMMITTEE
WOODFORD COUNTY, ILLINOIS
Monday, November 8, 2021
5:30 P.M.

1. Call to Order:
2. Roll Call: Blake Parsons, Don Tolan, Jason Spence, Ansel Burditt, Dave Meinhold
3. Approval of Monthly claims:
4. Approval of October 13, 2021 minutes:
5. Public Input:
6. Unfinished Business:
7. New Business:
 - a) Intergovernmental agreement with Woodford County Soil and Water Conservation District
 - b) Intergovernmental agreement with Peoria County Soil and Water Conservation District
 - c) Intergovernmental agreement with Tri-County Regional Planning Commission for special project services
8. Planning and Zoning Issues:
9. Executive session (if necessary)
10. Any action coming out of Executive Session:
11. Adjournment

Zoom Information

<https://us02web.zoom.us/j/82882277460?pwd=a2NYV1NYYa0JrRTk3OS9jRGtDY2NhQT09>

Meeting ID: 828 8227 7460
Passcode: 102275

MINUTES
CONSERVATION, PLANNING, AND ZONING COMMITTEE
WOODFORD COUNTY, ILLINOIS
Tuesday, October 21, 2021
5:30 P.M.

1. Call to Order:

Mr. Parsons called the meeting to order at 6:02 p.m.

2. Roll Call: Blake Parsons, Ansel Burditt, Don Tolan, and Dave Meinhold were present.
Jason Spence was absent.

3. Approval of Monthly claims:

Mr. Tolan made the motion to approve the monthly claims, seconded by Burditt. *Motion Carried.*

4. Approval of September 21, 2021, minutes:

Mr. Burditt made the motion to approve the minutes, seconded by Meinhold. *Motion Carried.*

5. Public Input: None

6. Unfinished Business:

7. New Business:

a) Permit window extensions for Special Use Permits authority

The committee discussed that there is currently no avenue for Special Uses to be extended in the ordinance. Past practice has been for the ZBA to grant permit timeline extensions to granted special use permits if they had been unable to start in the designated timeline. It had been noted that this authority is not granted in the zoning ordinance and so the practice should be stopped, or the authority placed into the ordinance. The committee and Mr. Gibson discussed the ramifications of assigning that authority to either the County Board or the Zoning Board and the requirements that would be driven by adding this to the ordinance. Primarily the concern was that notice and due process would need to be maintained. The ordinance currently allows for an applicant to request additional time to pull permits during the Special Use petition presentation at the Zoning Board hearing. The committee concluded the best course of action would be to have petitioners request the necessary timeline during their application process and include it in the Special Use Ordinance as a condition.

b) SUP extension for 2018-22-S – No action needed; this petition will be allowed to finish out its current extension.

8. Planning and Zoning Issues:

The committee discussed that Road and Bridges committee requested they review the Omiotek lot issue. After brief discussion it was determined that the only remaining issue is the county determining if they wish to sell the right of way back to Mr. Omiotek, that is a road and bridge issue, and that committee would need to make that determination. The committee chairman had no desire to discuss reducing the minimum lot size in the agriculture district. Mr. Parson noted he will discuss this with Mr. Hill, Road and Bridges Chair.

Ms. Jording informed the committee she is working on reviewing the zoning ordinance to identify issues that need correcting, she will bring this to the committee in the future.

9. Executive session (if necessary) - None

10. Any action coming out of Executive Session:

11. Adjournment

Motion to adjourn made by Tolan at 6:44 pm, seconded by Burditt. *Motion Carried.*

Lisa Jording, Secretary

Blake Parsons, Chairman

Date

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, 2021 and shall continue through and include November 30, 2022.

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 ____ day of _____, 2021

WOODFORD COUNTY SOIL & WATER
CONSERVATION DISTRICT

COUNTY OF WOODFORD

BY: _____
Chairman, Woodford SWCD

BY: _____
Chairman

ATTEST: _____
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, 2022 and shall continue through and include December 31, 2022.

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 _____, 2021

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 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, 2021 and shall continue through and include November 30, 2022.

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 _____, 2021

COUNTY OF WOODFORD

**TRI-COUNTY REGIONAL
PLANNING COMMISSION**

By: _____
Woodford County Chairman

By: _____

(Print Name and Title)

ATTEST: _____
Dawn Kupfer, County Clerk