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ORDINANCE NO. 2016- 1

AN ORDINANCE TO ADD TERRITORY TO THE JACKSON COUNTY - MURPHYSBORO - CARBONDALE ENTERPRISE ZONE (JACKSON COUNTY)

WHEREAS, the Jackson County Board established an Enterprise Zone through Ordinance No. 90-2, pursuant to authority granted it by the Illinois Enterprise Zone Act (The "Act"; P.A. 82-1019), as amended, subject to the approval of the Illinois Department of Commerce and Economic Opportunity, and subject to provisions of the Act; and

WHEREAS, an Intergovernmental Agreement was entered into between the County of Jackson, Illinois (hereinafter "County") and the Cities of Carbondale and Murphysboro (hereinafter collectively "Cities"), through which the governments designated certain areas, and any areas subsequently certified from time to time, as an Enterprise Zone pursuant to and in accordance with the Act, subject to certification of the State as in the Act provided, and known as the Jackson County Enterprise Zone; and

WHEREAS, the Jackson County - Murphysboro - Carbondale Enterprise Zone was approved by the Illinois Department of Commerce and Economic Opportunity, effective March 1, 1990; and

WHEREAS, a request has been made to expand the current Enterprise Zone area through the addition of a certain parcel of property, pursuant to authority of the Act, and subject to approval by the Illinois Department of Commerce and Economic Opportunity, and subject to provisions of the Act; and

WHEREAS, the designating units of government through their designated zone administrator, and pursuant to statute, conducted at least one public hearing within the Enterprise Zone area.

**NOW, THEREFORE, BE IT ORDAINED BY THE JACKSON COUNTY BOARD
OF JACKSON COUNTY, ILLINOIS, AS FOLLOWS:**

SECTION 1. That Section III of Ordinance 90-2, the Ordinance Establishing an Enterprise Zone for Carbondale, Illinois, is hereby amended by adding Exhibits A-42 and B-42 (which exhibits are attached to this ordinance and made a part thereof) to the list of Exhibits within said Section III.

SECTION 2. That all ordinances and parts thereof in conflict herewith are expressly repealed and are of no other force and effect.

SECTION 3. The repeal of any ordinance by this Ordinance shall not affect any rights accrued or liability incurred under said repealed ordinance to the effective date hereof. The provisions of this Ordinance insofar as they are the same or substantially the same as those of any prior ordinance, shall be construed as a continuation of said prior ordinances.

SECTION 4. That it is the intention of the Jackson County Board that this Ordinance and every provision thereof shall be considered separable, and the invalidity of any section, clause, or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 5. That the Jackson County Board finds that the subject matter of this Ordinance pertains to the government and affairs of Jackson County and is passed pursuant to authorities granted it by State statute and the Illinois Constitution.

SECTION 6. That this Ordinance shall be in full force and effect from and after its passage, approval, and recording, and after the Illinois Department of Commerce and Economic Opportunity has approved the application for amendment to the Enterprise Zone in the City of Carbondale, Illinois.

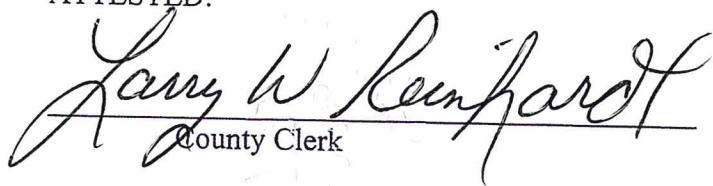
This Ordinance passed and adopted at a Regular Meeting of the Jackson County Board of Jackson County on the 19 day of April, 2016.

APPROVED:



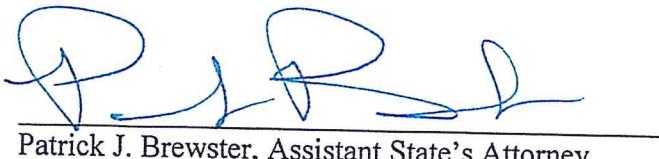
John S. Reed
Chairman

ATTESTED:



Larry W. Reinhardt
County Clerk

APPROVED AS TO LEGALITY AND FORM:



Patrick J. Brewster, Assistant State's Attorney

ORDINANCE NO. 2016- 2

AN ORDINANCE APPROVING THE MAINTENANCE OF PROPERTIES AND THE REMOVAL OF DEBRIS ON TRUSTEE PROPERTY IN THE CITIES OF CARBONDALE AND MURPHYSBORO

WHEREAS, Illinois law imposes certain obligations on Jackson County in its capacity as trustee regarding tax delinquent property; and

WHEREAS, it is not the responsibility of Jackson County proper or Jackson County in its capacity as trustee to maintain or improve property received by the County's Trustee through the tax delinquent property program; and

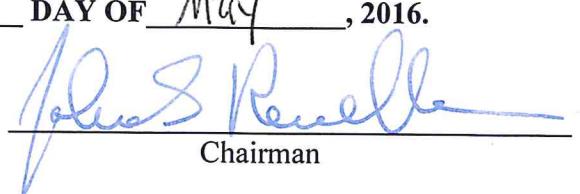
WHEREAS, Jackson County is the recipient of monies paid into the general fund each year by the Trustee pursuant to the sale of tax delinquent property; and

WHEREAS, Jackson County desires to improve the marketability of these tax delinquent properties by maintaining the properties and removing debris even though neither Jackson County nor the Trustee is obligated to do so; and

NOW, THEREFORE, BE IT ORDAINED that the County Engineer, working in conjunction with the County Trustee, are hereby authorized:

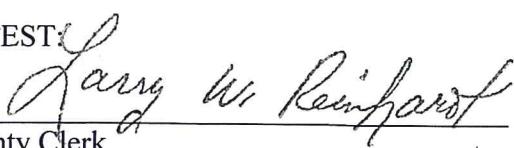
1. To pay for the maintenance of the properties or the removal of debris on the properties that are owned by Jackson County, as Trustee, and are wholly located within the city limits of either Carbondale or Murphysboro. They shall use their discretion in carrying out the task. The amount spent shall be limited to the total payments received in payment for the sale of such delinquent property. The County Engineer or the Trustee shall provide an annual accounting for the use of such funds.
2. Nothing in this Ordinance hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or Ordinance hereby repealed or affected by the Ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.
3. The present Ordinance shall be effective immediately.

APPROVED AND ADOPTED THIS 17 DAY OF May, 2016.



John S. Russell
Chairman

ATTEST:



Larry W. Reinhard
County Clerk

JACKSON COUNTY ORDINANCE NO. 2016 - 3

**AN ORDINANCE TEMPORARILY EXTENDING THE EXISTING CABLE
TELEVISION FRANCHISE AGREEMENT BETWEEN JACKSON COUNTY AND
ZITO MIDWEST, LLC.**

WHEREAS, there exists a current cable television franchise agreement between Jackson County and Zito Midwest that is expressed in County Ordinances 2006-06 and 2010-04; and

WHEREAS, the current franchise agreement will expire in June 2016; and

WHEREAS, only recently has Zito Midwest expressed to the County its desire to renew the current franchise agreement; and

WHEREAS, both parties recognize there is not enough time before the current agreement expires to enable the County a meaningful opportunity to investigate the request to renew and, as appropriate, to develop the new franchise agreement; and

WHEREAS, a temporary extension of the current franchise agreement is necessary in order to conduct such investigation and, as appropriate, develop a new agreement; and

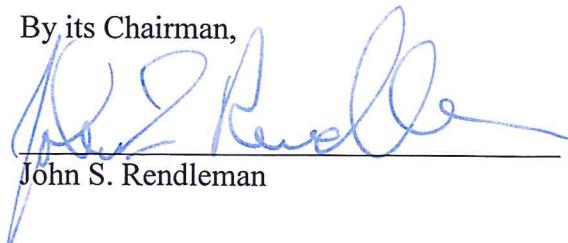
WHEREAS, a twelve (12) month extension of such agreement is a reasonable period of time to conduct such actions.

THEREFORE, BE IT ORDAINED AS FOLLOWS:

1. The current franchise agreement with Zito Midwest is extended until and shall expire on June 1, 2017.
2. All obligations, duties, promises, rights and remedies as set forth in the current franchise agreement shall remain in full force and effect.
3. The extension shall immediately apply after a suitable written acknowledgment and assent from Zito Midwest has been given to the County.

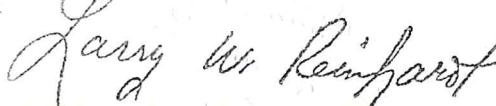
ADOPTED and **APPROVED** by the Jackson County Board at its regular monthly meeting this 17th day of May 2016.

By its Chairman,



John S. Rendleman

Attest:



Larry W. Reinhardt

Larry W. Reinhardt, County Clerk

SEAL

AN ORDINANCE FOR THE ESTABLISHMENT
OF AN ALTERED SPEED ZONE

2016 - 04

IT IS HEREBY DECLARED by the Board of Jackson County, Illinois, that the basic statutory vehicular speed limits established by Section 11-601 of the Illinois Vehicle Code are more than that considered reasonable and proper on the highway listed below for which Carbondale Township has maintenance responsibility and which is not under the jurisdiction of the Department of Transportation, State of Illinois.

BE IT FURTHER DECLARED that this Board has caused to be made an engineering and traffic investigation upon the highway listed below; and,

BE IT FURTHER DECLARED that, by virtue of Section 11-604 of the above Code, this Board determines and declares that reasonable and proper maximum speed limit on Kennedy Road as listed below shall be 30 m.p.h.

A 30 mile per hour speed limit beginning at Union Hill Road and extending westerly for a distance of approximately 0.7 mile.

BE IT FURTHER DECLARED that signs be erected giving notice thereof in conformance with the standards and specifications contained in the Manual on Uniform Traffic Control Devices.

BE IT FURTHER DECLARED that this ordinance shall take effect immediately after the erection of said signs giving notice of the maximum speed limit.

I, Larry Reinhardt, County Clerk in and for Jackson County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect, and complete copy of an ordinance adopted by the Board of Jackson County at its regular meeting held at Murphysboro on June 21, 2016.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County this 21st day of June, 2016


Larry Reinhardt, County Clerk

SEAL

ORDINANCE NO. 2016-05

AN ORDINANCE ESTABLISHING CABLE/VIDEO SERVICE PROVIDER FEE

WHEREAS, Jackson County (the “County”) has the authority to adopt ordinances and promulgate rules and regulations that protect the public health, safety, and welfare of its citizens; and

WHEREAS, the Ordinance is adopted pursuant to the provisions of the Illinois Cable and Video Competition Law 2007, Public Act 95-0009 (the “Act”); and

WHEREAS, this Ordinance is intended to establish the service provider fee the Act authorizes units of local government to impose on a holder under 220 ILCS 5/21-801 and

NOW, THEREFORE, BE IT ORDAINED by the County Board of Jackson County, Illinois, as follows:

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are adopted as part of this Ordinance.

SECTION 2: CABLE/VIDEO SERVICE PROVIDER FEES.

A. DEFINITIONS

The following terms shall have the following meanings in this Ordinance:

CABLE SERVICE: As defined in 47 U.S.C. § 522(6).

COMMISSION: The Illinois Commerce Commission.

GROSS REVENUES: All consideration of any kind or nature, including, without limitation, cash, credits, property and in-kind contributions received by the holder for the operation of a cable or video system to provide cable service or video service within the holder’s cable service or video service area within the County.

1. Gross revenues shall include the following:

- a. Recurring charges for cable or video service.
- b. Event-based charges for cable service or video service, including, but not limited to, pay-per-view and video-on-demand charges.
- c. Rental or set top boxes and other cable service or video service equipment.

- d. Service charges related to the provision of cable service or video service, including but not limited to activation, installation and repair charges.
- e. Administrative charges related to the provision of cable service or video service, including but not limited to service order and service termination charges.
- f. Late payment fees or charges, insufficient funds check charges and other charges assessed to recover the costs of collecting delinquent payments.
- g. A pro rata portion of all revenue derived by the holder or its affiliates pursuant to compensation arrangements for advertising or for promotion or exhibition of any products or services derived from the operation of the holder's network to provide cable service or video service within the County. The allocation shall be based on the number of subscribers in the County divided by the local number of subscribers in relation to the relevant regional or national compensation arrangement.
- h. Compensation received by the holder that is derived from the operation of the holder's network to provide cable service or video service with respect to commissions that are received by the holder as compensation for promotion or exhibition of any products or services on the holder's network, such as a "home shopping" or similar channel, subject to paragraph 1(i) herein.
- i. In the case of a cable service or video service that is bundled or integrated functionally with other services, capabilities or applications, the portion of the holder's revenue attributable to the other services, capabilities or applications shall be included in the gross revenue unless the holder can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- j. The service provider fee permitted by 220 ILCS 5/21-801(b).

2. Gross revenues do not include any of the following:

- a. Revenues not actually received, even if billed, such as bad debt, subject to 220 ILCS 5/21-801(c)(1)(vi).
- b. Refunds, discounts or other price adjustments that reduce the amount of gross revenues received by the holder of the state-issued authorized to the extent the refund, rebate, credit or discount is attributable to cable service or video service.
- c. Regardless of whether the services are bundled, packaged or functionally integrated with cable service or video service, any revenues received from services not classified as cable service or video service, including, without limitation, revenue received from telecommunication services, information services or the provision of directory or Internet advertising, including yellow pages, white pages, banner advertisement and electronic publishing or any other

revenues attributed by the holder to non-cable service or non-video service in accordance with the holder's books and records and records kept in the regular course of business and any applicable laws, rules, regulations, standards or orders.

- d. The sale of cable services or video services for resale in which the purchaser is required to collect the service provider fee from the purchaser's subscribers to the extent the purchaser certifies in writing that it will resell the service within the County and pay the fee permitted by 220 ILCS 5/21-801(b) with respect to the service.
- e. Any tax or fee of general applicability imposed upon the subscribers or the transaction by a village, state, federal or any other governmental entity and collected by the holder of the state-issued authorization and required to be remitted to the taxing entity, including sales and use taxes.
- f. Security deposits collected from subscribers.
- g. Amounts paid by subscribers to "home shopping" or similar vendors for merchandise sold through any home shopping channel offered as part of the cable service or video service.

3. Revenue of an affiliate of a holder shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate rather than the holder has the effect of evading the payment of the fee permitted by 220 ILCS 5/21-801(b) which would otherwise be paid by the cable service or video service.

HOLDER: A person or entity that has received authorization to offer or provide cable or video service from the Commission pursuant to 220 ILCS 5/21-401.

SERVICE: The provision of "cable service" or "video service" to subscribers and the interaction of subscribers with the person or entity that has received authorization to offer or provide cable or video service from the Commission pursuant to 220 ILCS 5/21-401.

SERVICE PROVIDER FEE: The amount paid under this Chapter and 220 ILCS 5/21-801 by the holder to a County for the service areas within its territorial jurisdiction.

VIDEO SERVICE: Video programming and subscriber interaction, if any, that is required for the selection or use of such video programming services, and which is provided through wireline facilities located at least in part in the public right-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 U.S. C. § 332(d) or any video programming provided solely as part of, and via, service that enables users to access content, information, electronic mail or other services offered over the public Internet.

B. CABLE/VIDEO SERVICE PROVIDER FEE IMPOSED

1. Fee Imposed: A fee is imposed on any holder providing cable service or video service in the County.
2. Amount of Fee: The amount of the fee imposed shall be 5 percent of the holder's gross revenues.
3. Notice to the County: The holder shall notify the County at least 10 days prior to the date on which the holder begins to offer cable service or video service in the County.
4. Holder's Liability: The holder shall be liable for and pay the service provider fee to the County. The holder's liability for the fee shall commence on the first day of the calendar month following 30 days after receipt of the ordinance adopting this Chapter by the holder. The ordinance adopting this Chapter shall be sent by first class mail, postage prepaid, to the address listed on the holder's application notice sent pursuant to 220 ILCS 5/21-401(b)(6) to the County.
5. Payment Date: The payment of the service provider fee shall be due on a quarterly basis, 45 days after the close of the calendar quarter. If mailed, the fee is considered paid on the date it is postmarked. Each payment shall include a statement explaining the basis for the calculation of the fee.
6. Exemption: The fee imposed does not apply to existing cable service or video service providers that have an existing franchise agreement with the County in which a fee is paid.
7. Credit for Other Payments: An incumbent cable operator that elects to terminate an existing agreement pursuant to 220 ILCS 5/21-301(c) with credit for prepaid franchise fees under that agreement may deduct the amount of such credit from the fees that operator owes under Section B.

C. APPLICABLE PRINCIPLES

All determinations and calculations under this Chapter shall be made pursuant to generally accepted accounting principles.

D. NO IMPACT ON OTHER TAXES DUE FROM HOLDER

Nothing contained in this Ordinance shall be construed to exempt a holder from any tax that is or may later be imposed by the County, including any tax that is or may later be required to be paid by or through the holder with respect to cable service or video service. A state-issued authorization shall not affect any requirement of the holder with respect to payment of the County's simplified municipal telecommunications tax or any other tax as it applies to any telephone service

provided by the holder. A state-issued authorization shall not affect any requirement of the holder with respect to payment of the local unit of government's 911 or E911 fees, taxes or charges.

E. AUDITS OF CABLE/VIDEO SERVICE PROVIDER

1. Audit Requirement: The County will notify the holder of the requirements it imposes on other cable service or video service providers to submit to an audit of its books and records. The holder shall comply with the same requirements the County imposes on other cable service or video service providers in its jurisdiction to audit the holder's books and records and to recomputed any amounts determined to be payable under the requirements of the County. If all local franchises between the County and cable operator terminate, the audit requirements shall be those adopted by the County pursuant to the Local Government Taxpayers' Bill of Rights Act, 50 ILCS 45/1 *et seq.* No acceptance of amounts remitted should be construed as an accord that the amounts are correct.
2. Additional Payments: Any additional amount due after an audit shall be paid within 30 days after the County's submission of an invoice for the sum.

F. LATE FEES, PAYMENTS

All fees due and payments which are past due shall be governed by the Local Government Taxpayers' Bill of Rights Act, 50 ILCS 45/1 *et. seq.*

SECTION 3: SEVERABILITY. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

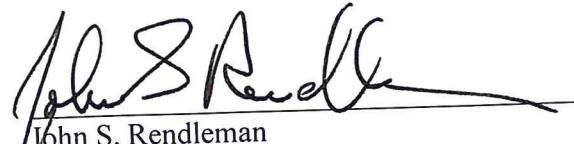
SECTION 4: REPEAL. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

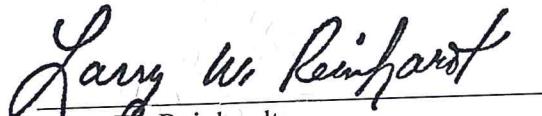
SECTION 6: A certified copy of this Ordinance shall be sent by first class mail, postage prepaid, to the address listed on any application submitted to the County by any person or entity who has received authorization to offer to provide cable or video service from the Illinois Commerce Commission pursuant to 220 ILCS 5/21-401.

ADOPTED AND APPROVED THIS

19th DAY OF July, 2016.


John S. Rendleman
Chairman

ATTEST:



Larry W. Reinhardt
County Clerk

ORDINANCE 2016-06

**AN ORDINANCE AMENDING THE JACKSON COUNTY
FOOD SERVICE SANITATION ORDINANCE**

WHEREAS, there exists a Jackson County Food Service Sanitation Ordinance, as amended, regulating and permitting certain food establishments located in Jackson County, Illinois; and

WHEREAS, commensurate with the authority of the Jackson County Board to adopt certain ordinances regulating and permitting such establishments, from time to time, amendments to the existing ordinance are necessary; and

WHEREAS, the present ordinance is intended to replace the Jackson County Food Service Sanitation Ordinance, and all its amendments; and

WHEREAS, the Jackson County Food Service Sanitation Ordinance has established permit fees for food service establishments and retail food stores which need to be revised from time to time to cover the increasing costs of the Jackson County food safety program and to further supplement tax and grant monies also used to support this program; and

WHEREAS, the Health Authority needs regulations relating to Cottage Food Operations and Home Kitchen Operations included in the Jackson County Food Service Sanitation Ordinance; and

WHEREAS, the Health Authority needs the Jackson County Food Service Sanitation Ordinance to accurately reflect the required frequency of inspection for food-service establishments and retail food stores; and

WHEREAS, the present ordinance has been duly approved by the Jackson County Board of Health.

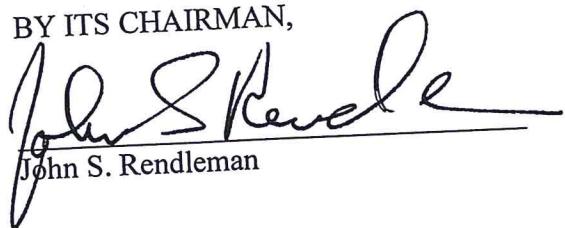
**THEREFORE, THE JACKSON COUNTY BOARD ORDAINS AND ADOPTS
THE FOLLOWING:**

1. The present ordinance shall replace the Jackson County Food Service Sanitation Ordinance, as amended, in its entirety; further
2. The present ordinance shall in no way be construed to repeal or alter, other than as stated in the present ordinance, any other provisions of the Food Service Sanitation Ordinance. The terms and conditions under which all licenses, conditions, legal rights, and privileges that were approved and conferred prior to adoption of the present ordinance shall be binding and in effect; further
3. The present ordinance shall be in full force and effect upon approval of the Jackson County Board; further

4. The Chairman of the County Board shall be authorized to sign this present ordinance.

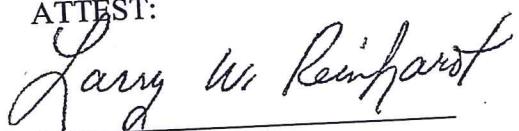
ORDAINED AND ADOPTED BY THE JACKSON COUNTY BOARD AT ITS REGULAR
MONTHLY MEETING THIS 19th DAY OF July, 2016.

BY ITS CHAIRMAN,



John S. Rendleman

ATTEST:



Larry W. Reinhardt

Larry W. Reinhardt
Jackson County Clerk

INTERGOVERNMENTAL DELEGATION AGREEMENT

BETWEEN THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AND JACKSON COUNTY

A JOINT AND COOPERATIVE SOLID WASTE MANAGEMENT SITE INSPECTION, INVESTIGATION AND ENFORCEMENT PROGRAM

This Intergovernmental Delegation Agreement ("Agreement" or "Delegation Agreement") is entered into this _____ day of _____, 2016, between the County of Jackson, Illinois (the "County") and the Illinois Environmental Protection Agency ("Illinois EPA" or the "Agency") (collectively, the "Parties").

I. AUTHORITY

The Illinois EPA is an agency established in the executive branch of State government, having the duty and authority, *inter alia*, to conduct a program of continuing surveillance and of regular or periodic inspection of refuse disposal sites and to investigate violations of the Illinois Environmental Protection Act (415 ILCS 5/1, *et seq.*) ("Act"), and regulations adopted thereunder ("regulations").

The County is a unit of local government organized and existing under the laws of Illinois. The Jackson County Health Department (the "Department"), a department or agency established within or in addition to the County government, shall implement this Delegation Agreement for and on behalf of the County.

Article VII, Section 10, Constitution of Illinois, 1970, provides in part:

"Units of local government . . . may contract. . . with the State . . . to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance. . . ."

Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220/5) provides:

"Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth

fully the purposes, powers, rights, objectives and responsibilities of the contracting parties.”

Section 2 of the Intergovernmental Cooperation Act (5 ILCS 220/2) defines “public agency” to include any unit of local government as defined in the Illinois Constitution of 1970, the State of Illinois and any agency of the State. The County is a unit of local government as defined in the Illinois Constitution of 1970, and Illinois EPA is an agency of the State.

Section 4(r) of the Illinois Environmental Protection Act (415 ILCS 5/4(r)) provides:

“The Agency may enter into written delegation agreements with any unit of local government under which it may delegate all or portions of its inspecting, investigating and enforcement functions. Such delegation agreements shall require that work performed thereunder be in accordance with Agency criteria and subject to Agency review.”

Section 22.15(h) of the Act (415 ILCS 5/22.15(h)) provides that the Agency is authorized to provide financial assistance to units of local government for the performance of inspecting, investigating and enforcement activities pursuant to Section 4(r) at nonhazardous solid waste disposal sites.”

Section 55.6(c) of the Act (415 ILCS 5/55.6(c)) provides, in part, that the Agency is authorized to provide financial assistance to units of local government for the performance of inspection, investigation, and enforcement activities pursuant to Section 4(r) of the Act at used and waste tire sites.

The Illinois EPA hereby delegates its solid waste management site inspection, investigation and enforcement authority, pursuant to the terms and conditions of this Delegation Agreement and Enforcement Management System, to the County. All inspecting, investigating and enforcement functions not specifically delegated in this Delegation Agreement are retained by the Illinois EPA. Other than to the Department, the County shall not sub-delegate the functions and duties delegated herein to any other local government agency or political subdivision without the prior written approval of the Illinois EPA. Solid waste management site(s) owned or operated, in whole or in part, by the County, or any political subdivision of the County, are expressly excluded from the delegation of authority in this Delegation Agreement.

II. PURPOSE

The purpose of this Delegation Agreement is to satisfactorily act on public concerns for human health and the environment and agree upon a mutually cooperative program for inspecting solid waste management sites in the County, for sharing information obtained regarding solid waste disposal in the County, and for follow-up activity in situations where violations of environmental laws are detected.

III. DEFINITIONS

As used herein, the term "remedial action" includes, but is not limited to, those actions consistent with any technical remedy or clean-up undertaken at a solid waste management site. Remedial actions include, but are not limited to, storage, confinement, perimeter protection using dikes, trenches or ditches, clay cover, neutralization, clean-up of released contaminants, recycling or re-use, diversion, destruction, segregation of reactive wastes, repair or replacement of leaking containers, collection of leachate and runoff, on-site treatment or incineration, monitoring, closure and post-closure activity, and any action involving Illinois EPA permits or approvals.

As used herein, the term "solid waste management site(s)" or "site(s)" means permitted sanitary landfills, permit exempt landfills, open dumps, and other types of solid waste storage, transfer, treatment or disposal sites including, but not limited to, used and waste tire sites, including but not limited to tire retailers, compost sites, deep wells, pits, ponds, lagoons, impoundments, uncontaminated soil fill operations, and clean construction or demolition debris sites or fill operations. This term does not refer to solid waste management sites or those portions of a solid waste management site that manage "hazardous waste," as defined under state and federal law or site(s) owned or operated, in whole or in part, by the County or any political subdivision of the County.

As used herein, the term "inspection" and "investigation" includes, but is not limited to, physical inspection, collection and analysis of air, soil, water, and waste samples, photographing or videotaping sites, facilities or activity, review and reproduction of any documents, photographs, videotape or other record keeping, and any other information gathering activity.

IV. RESPONSIBILITIES OF THE COUNTY

A. INSPECTION AND INVESTIGATION

Pursuant to this Delegation Agreement, the County through the Department shall have certain authority to act on behalf of the Illinois EPA, as specified herein, to make inspections and conduct investigations of solid waste management sites under the Act and regulations adopted thereunder. The County shall inspect and investigate solid waste management sites as well as enforce applicable provisions of the Act and regulations in accordance with the Enforcement Management System ("EMS") that is provided to the County by Illinois EPA. The County understands that any reports, other pertinent data and any other written material submitted to the Illinois EPA or received by the County from the Illinois EPA or others pursuant to the EMS may be subject to public access, inspection and photocopying pursuant to the Illinois EPA's responsibilities under Section 7 of the Act (415 ILCS 5/7) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) as set forth in Section VII below in more detail.

The County shall conduct its inspection, investigation and enforcement program in accordance with the EMS. The EMS requires, in addition to other program operations, various time constraints applicable to program operations, along with forms and written formats to be utilized. The parties recognize that the Illinois EPA may, from time to time, change the EMS and forward the revised EMS to the County.

Before any employee of the County inspects or investigates a solid waste management site pursuant to this Delegation Agreement, such employee must be certified by the Illinois EPA as to his or her qualifications for the purposes of conducting inspections and investigations. The County's employee certification shall be accomplished by such employee taking a training course given by Illinois EPA personnel designed to educate its first County employee or employee(s) as to all aspects of proper inspection and investigation, sample collection, and an understanding of the applicable statutes and regulations. The County employee(s) shall demonstrate competency for certification within forty-five (45) days following the successful completion of such training course. A certified inspector may offer a similar training course, approved by the Illinois EPA, to other County employee(s) so that they may obtain certification through the County. The Illinois EPA shall certify the other County employee(s) as an inspector within forty-five (45) days following the successful completion of such training course after demonstrating competency to the Regional Manager.

B. ENFORCEMENT

The Illinois EPA recognizes that the State's Attorney in the County has certain independent enforcement authority pursuant to Title XII of the Act. This Delegation Agreement is not intended to affect or alter such independent enforcement authority. Accordingly, the Illinois EPA and County agree that the State's Attorney may bring actions for violations of any section of the Act in the name of the people of the State of Illinois. However, in electing to enter into this Delegation Agreement the County agrees that it will conduct all non-hazardous solid waste management site inspection, investigation and enforcement pursuant to the terms and conditions of the Delegation Agreement. Further, the County agrees to utilize the EMS, to the degree applicable, when by reason of this Delegation Agreement, a case is developed by the certified inspector and results in the issuance of Administrative Citation or referral for formal enforcement. When the County refers a matter for formal enforcement pursuant to the Delegation Agreement and EMS, the case will be prosecuted either through the available channels utilized by the Illinois EPA for cases developed by Illinois EPA personnel or through the State's Attorney's Office.

The Illinois EPA reserves, and shall have sole authority over and responsibility for, review and approval of any remedial action settled upon through negotiation or as presented to a court or the Illinois Pollution Control Board except for remedial actions involving the removal and proper disposal of open-dumped or open-burned solid waste requiring only incidental soil, groundwater or surface water removal or disturbance. The purpose and intent of utilizing the expertise of the Illinois EPA for remedial actions is to utilize, to the fullest extent possible, the technical expertise of the Illinois EPA and to maintain the legislative intent set forth in the Act to establish a unified, statewide program to restore, protect and enhance the quality of the environment.

The County agrees to notify the Illinois EPA of any formal enforcement action it initiates outside the format of the Delegation Agreement and EMS, the purpose being to avoid duplication of efforts and to avoid independent or mutually inconsistent formal enforcement proceedings. Additionally, the County and the Illinois EPA agree that, upon request, each will provide the other with information regarding any and all enforcement action(s) concerning sites within the County. The County and Illinois EPA will make their best efforts to cooperate with

one another with any enforcement actions brought by either party pursuant to the Act and/or regulations. The County and the Illinois EPA shall cooperate in enforcement matters including the matter of regularly scheduled Enforcement Decision Group ("EDG") meetings. The Parties will make their best efforts to hold these EDG meetings when a referral for formal enforcement is considered; when considering issuance of an Administrative Citation (in agreement); when the facility fails to respond to a Violation Notice or Notice of Intent to Pursue Legal Action (in agreement); and when a Compliance Commitment Agreement is considered for rejection.

The County agrees that its employee(s) shall cooperate fully and completely with the Illinois EPA, including, but not limited to, offering testimony in any enforcement matter instituted against a solid waste management site in the County.

V. RESPONSIBILITIES OF THE ILLINOIS EPA

In order to promote the operational aspects of this Delegation Agreement, personnel from the Illinois EPA may accompany inspectors on joint inspections of solid waste management sites in the County. Such joint inspections may also serve to provide County personnel with additional background information and inspection skills with respect to such sites.

If the Illinois EPA initiates a formal enforcement action outside the format of the Delegation Agreement and EMS, the Illinois EPA agrees to notify the County of any such action, with the purpose being to avoid duplication of efforts and to avoid independent or mutually inconsistent formal enforcement proceedings.

The Illinois EPA agrees that its employee(s) shall cooperate fully and completely with the County, including, but not limited to, review all reports and provide guidance and recommendations for improved quality, responding to questions, offering testimony in any enforcement matter instituted against a solid waste management site in the County. Nothing in this Delegation Agreement shall limit the Illinois EPA from exercising its statutory and regulatory discretion regarding inspection, investigation or enforcement matters.

VI. BUREAU OF LAND PERMITS, VARIANCES AND ADJUSTED STANDARDS

The Illinois EPA shall, consistent with Section 7 of the Act (415 ILCS 5/7), forward to the County copies of all applications for solid waste management site permits and/or supplemental permits, variances and adjusted standards as they are received for solid waste management sites in the County. The Illinois EPA shall also forward to the County copies of each permit application approval and denial. The issuance of solid waste management site permits, variances and adjusted standards required by the Act and regulations shall remain the sole discretion and responsibility of the Illinois EPA. The County shall forward any written statements regarding any applications for solid waste management site permits and/or supplemental permits to the Illinois EPA, Manager - Permits Section, Bureau of Land.

VII. RECORDS AND AUDITS

- A. The County shall ensure that all books, records, documents, reports and other evidentiary material are maintained using accounting procedures and practices that conform to generally accepted accounting principles to account properly for the receipt and disposition of all financial assistance received hereunder. The County shall ensure that records are preserved and made available for inspection and auditing as provided in paragraph D below:
 - 1) For a minimum of three years following the County's receipt of final payment of financial assistance from the Agency hereunder;
 - 2) For records relating to disputes and/or appeals, litigation or the settlement of claims arising out of the services or activities provided by the County hereunder, or costs and expenses of services for which exception has been taken by the Agency or any of its duly authorized representatives, until three years after disposition of such appeals, litigation, claims or exceptions or for the three years specified in paragraph I above, whichever is longer and;
 - 3) For such longer period required by applicable statute or regulation, including but not limited to the Local Records Act (50 ILCS 205/1 *et seq.*).

B. The Parties acknowledge and agree that this Delegation Agreement, the payment of financial assistance, requests for payments and supporting documentation, and all other records, reports, data and/or other written material (including but not limited to electronic data, records and communications) relative thereto that have been prepared by or for, or having been or being used by, received by, in the possession of, or under the control of the Agency or the County may be subject to inspection and copying pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Such records, data, and files of the Agency may also be subject to inspection and copying pursuant to Section 7 of the Act (415 ILCS 5/7).

C. The Parties shall comply with the provisions of Sections 7 and 7.1 of the Act, 2 Ill. Adm. Code 1828.202, and other applicable law relating to the non-disclosure of any confidential information under this Delegation Agreement. In addition, the Parties shall comply with Part 130 of the Illinois Pollution Control Board regulations (35 Ill. Adm. Code Part 130) and other applicable law regarding trade secret information hereunder.

D. The Agency, the Auditor General, the Executive Inspector General, the Attorney General, and their respective officers, officials, employees, authorized representatives and agents shall have the right to inspect and audit any books, records or papers relating to the financial assistance provided hereunder and the expenditure of said funds.

VIII. HOLD HARMLESS, INDEMNIFICATION AND INSURANCE

A. HOLD HARMLESS AND INDEMNIFICATION

To the fullest extent permitted by law, i) the County hereby agrees to assume the risk, responsibility and liability for any and all loss or damage to property owned by the County, the Agency or third persons, any injury to or death of any persons (including employees of the County) caused by, arising out of, or occurring in connection with the execution of any services or other work, contract or subcontract arising out of this Agreement, and ii) the County shall indemnify, save harmless and defend the State of Illinois and the Agency, and their respective officials, officers, employees and authorized representatives from all claims for any such loss,

damage, injury or death. The County shall also require that any and all contractors, subcontractors, consultants and other parties engaged by the County shall agree in writing that they shall look solely to the County for performance of such contract or satisfaction of any and all claims arising thereunder.

Notwithstanding anything stated in this Agreement to the contrary, the County shall not assume any responsibility for lawsuits, damages, attorney's fees or costs that solely arise out of or are solely attributable to the negligent acts, errors or omissions of the State or the employees, contractors or agents of the State.

B. INSURANCE

1. Throughout the duration of this Agreement and any extensions thereof, the County shall maintain the types of insurance coverages in not less than the amounts of coverages set forth below:

i) Commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence (combined single limit bodily injury and property damage). If the CGL insurance contains an aggregate limit, it shall be not less than \$2,000,000 or shall be endorsed to apply separately to this project. The State and the Agency shall be named as an additional insured under the CGL insurance, any commercial umbrella/excess liability insurance, and business auto liability coverages of the County. The County's CGL insurance, commercial umbrella/excess liability insurance (if any), and business auto liability coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the State or the Agency and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to the State or the Agency. Any insurance or self-insurance maintained by the State or the Agency shall be in excess of the County's insurance and shall not contribute with it.

ii) Business auto liability insurance with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage. Such insurance shall cover liability arising out of any auto, including owned, hired and non-owned autos

- iii) Workers compensation insurance as required by law.

2. The County shall cause each subcontractor and consultant employed by or acting on behalf of the County hereunder to maintain insurance of the types and not less than the amounts of coverages specified above. When requested by the Agency, the County shall furnish copies of certificates of insurance evidencing the types and amounts of coverages for the County and each of its subcontractors and consultants.

IX. CONTINGENCY REGARDING AVAILABILITY OF SUFFICIENT FUNDS

Notwithstanding any provision herein to the contrary, the financial assistance provided for hereunder is expressly contingent upon and subject to the availability of sufficient funds appropriated for this Agreement and the inspection, investigation and enforcement activities performed hereunder. The Agency may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if i) sufficient State funds have not been appropriated to the Agency, ii) the Governor or the Agency reserves appropriated funds, iii) the Governor or the Agency determines that appropriated funds may not be available for payment, or iv) the Agency determines that there are otherwise insufficient funds available. The Agency shall provide notice, in writing, to the County of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the County's receipt of said notice.

X. FINANCIAL ASSISTANCE

A. Subject to the availability of sufficient funds as provided in Section IX above and the terms and conditions of this Agreement, the Agency will provide financial assistance to the County in the form of reimbursement to the County as herein provided. The financial assistance amount shall be seventy percent (70%) of the County's total allowable costs approved by the Agency, not to exceed the maximum amount of financial assistance approved by the Agency (the "Maximum Annual Financial Assistance Amount") in any fiscal year (i.e., July 1 through June 30) during the term of this Agreement for the County's inspection, investigation and enforcement activities performed hereunder. The Maximum Annual Financial Assistance Amount is subject

to adjustment by the Agency in any fiscal year based on the budget and any Amended Fact Sheet approved by the Agency, and the availability of sufficient funds for the inspection, investigation and enforcement activities performed hereunder. In the event that this Agreement is terminated prior to June 30 in any such fiscal year during the term of this Agreement, then the Maximum Annual Financial Assistance Amount shall be prorated based on the number of days that the Agreement is in effect during said fiscal year subject to the availability of sufficient funds as herein provided.

B. Allowable costs are those costs that i) the Agency determines to be reasonable and necessary for the County to perform its inspection, investigation and enforcement activities required hereunder and as set forth in the Fact Sheet attached hereto as Exhibit A and incorporated herein (the "Fact Sheet"), or as set forth in an amended fact sheet ("Amended Fact Sheet") approved by the Agency, and include costs of salaries and benefits, professional and consultant services, project feasibility and engineering reports, and materials acquired, consumed or expended specifically for said activities; ii) exclude Unallowable Costs set forth in Section X, paragraph C below; iii) shall not exceed the amounts set forth in the Agency approved budget for the fiscal year in which the expenses were incurred during the term of this Agreement; and iv) shall not exceed the Maximum Annual Financial Assistance Amount determined by the Agency. The proposed budget for the fiscal year beginning July 1, 2016 and ending June 30, 2017 is attached hereto as Exhibit B and is incorporated herein (the "FY 2017 Budget"). For the 2018 fiscal year (i.e. July 1, 2017 through June 30, 2018) (the "FY 2018") and each fiscal year thereafter during the term of this Agreement, not less than 90 days prior to the beginning of the respective fiscal year, the County shall submit an Amended Fact Sheet, if applicable, and a proposed budget to the Agency for the Agency's approval. The Agency shall provide the County with written notice of its decision regarding the County's proposed budget and Fact Sheet or Amended Fact Sheet.

C. Costs excluded from reimbursement include i) costs incurred in violation of any term or condition of this Agreement or any applicable federal, state, or local law, ii) costs incurred prior to or after the term of this Agreement; and iii) the unallowable costs set forth in Exhibit C, attached hereto and incorporated herein (collectively, "Unallowable Costs").

D. The County shall submit financial assistance requests on a quarterly basis with supporting documentation together with progress reports on forms provided by the Agency. The County shall submit its final financial assistance request for each fiscal year not more than 30 days following the end of said fiscal year. The supporting documents shall identify the activities performed and provide a breakdown of the costs, sufficient to demonstrate that the costs for which financial assistance is sought were necessary and reasonable and otherwise allowable costs as defined herein. Financial assistance request documents shall include, but are not limited to, the following:

- 1) An identification of the time period for which the activities/services were performed and the costs were incurred;
- 2) A brief description of the work performed;
- 3) A breakdown of the activities/services performed cross-referenced to tasks set forth in the Fact Sheet or Amended Fact Sheet;
- 4) The names and titles of individuals performing activities/services and the dates and hours worked;
- 5) Copies of invoices;
- 6) A list of expenses and/or costs incurred in connection with the activities/services performed; and
- 7) Such other documentation requested by the Agency to determine whether an expense for which financial assistance is requested is an allowable cost as defined herein.

E. The County shall submit its final request for financial assistance hereunder no later than 30 days following the expiration of the term of this Agreement.

F. The County's failure to submit financial assistance requests, supporting documentation, or quarterly reports in a timely manner may result in delay or denial of financial assistance payments by the Agency.

G. At any time or times prior to final payment under this Agreement, the Agency may cause any request(s) for payment to be reviewed or audited by the Agency or as otherwise herein provided. Each subsequent payment shall be subject to reduction for amounts included in the related request for payment which are found, on the basis of such review or audit, not to constitute allowable costs. Any payment will be reduced for overpayments or increased for underpayments on preceding requests for payment.

XI. SUBCONTRACTS AND CONSULTANTS

The County will ensure that all contracts and subcontracts that it enters relative to the activities and services provided under this Agreement, and the award of such contracts, shall be subject to the following conditions and limitations:

- a) The County will comply with all applicable procurement laws and regulations;
- b) The County will allow only fair and reasonable profits to be earned by contractors and subcontractors. Factors to be considered in determining a fair and reasonable profit shall include project-related material acquisition costs, labor costs, management costs, contract risks, capital investments, degree of independent development, and cost control and record keeping efforts. The determination of a fair and reasonable profit shall not be based upon the application of a predetermined percentage factor;
- c) The County assumes responsibility for the administration and successful accomplishment of all the services required hereunder. The County also assumes

responsibility for the settlement and satisfaction of all contractual and administrative issues arising out of contracts and subcontracts for such work. This responsibility includes, but is not limited to, requests for proposals, selection of contractors, award of contracts, protest of award, claims, disputes and other procurement matters;

- d) The County will ensure that all such contracts and subcontracts provide the Agency, the Auditor General, the Executive Inspector General, the Attorney General, and their respective officers, officials, employees, authorized representatives and agents the right to inspect and audit any books, papers or other records relating to any financial assistance or services provided hereunder and the expenditure of such funds;
- e) The Parties agree that neither the Agency nor the State of Illinois will be a party to any contract or subcontract, solicitation, or request for proposals; and
- f) The County shall ensure that all contracts and subcontracts are awarded to persons or organizations that:
 - 1) Have adequate financial resources, experience, organization, technical qualification, and facilities for performance of the contract or subcontract, or a firm commitment or arrangement to obtain such;
 - 2) Have staffing sufficient to comply with the completion schedule for the services provided hereunder;
 - 3) Have a demonstrated record of integrity, good judgment, and performance, including any prior performance under contracts with the federal, state, and/or local governments;
 - 4) Have an established financial management system and audit procedure; and

- 5) Conform to civil rights laws, equal employment opportunity laws, and labor law requirements, as well as all other applicable federal and state laws and regulations.

XII. INSPECTIONS AND INVESTIGATIONS

The County shall maintain a formalized record of all inspections, compliance, formal enforcement and Administrative Citation activities. The information recorded shall include: (1) relevant dates; (2) number of inspections; (3) facilities inspected; (4) volume in cubic yards of refuse or waste remediated at open dump sites; (5) the status of all compliance and enforcement activities; and (6) the amount of any penalties, interest or restitution collected or due and owing. The Administrative Citation payment process works in this way. The violator will make out two separate checks: one to the Illinois EPA, Environmental Protection Trust Fund for half of the amount of the fine and one to the delegated partner for the other half of the fine. This will make it possible for each creditor to directly take collection action for a portion due to it. This information shall be made available to the Illinois EPA upon request.

A. INSPECTION REPORT FORMS

Each time an Inspector conducts an inspection or investigation of a solid waste management site, the Inspector shall utilize and complete an inspection report that consists of: (1) an inspection checklist; (2) a narrative; (3) a site sketch or map; (4) photographs documenting site conditions; and (5) any appropriate supporting documents. While conducting inspections and investigations, the Inspector shall take field notes and may utilize a draft inspection checklist in conjunction with field notes. After completing the inspection or investigation, the Inspector shall complete the inspection report within thirty (30) days after the date of the inspection. The Inspector shall possess and carry a camera for the purpose of taking pictures to document site conditions during inspections or investigations.

The original completed report shall be maintained by the Department; one copy shall be forwarded to the Regional Manager; one copy to the owner and one copy to the operator; and one copy shall be forwarded to the Illinois EPA, Bureau of Land, Field Operation Section.¹

¹ 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276.

Copies of the inspection report shall be forwarded to the Illinois EPA and the owner and operator no later than thirty-five (35) days after the date of the inspection or investigation. Inspection report forms and/or inspection checklists shall be supplied to the County by the Illinois EPA. If at any time in the future the Illinois EPA changes an inspection report form, the County shall begin using the new inspection report form immediately upon receiving copies from Illinois EPA.

B. INSPECTION SCHEDULE

Before conducting any independent inspections or investigations pursuant to the Delegation Agreement, the Inspector must first be certified by Illinois EPA in accordance with Section IVA above. Before conducting an inspection or investigation of an Illinois EPA permitted site, the Inspector shall review and become familiar with applicable statutes, regulations, variances, adjusted standards and Illinois EPA permits in order to become aware of permit conditions, obligations and exceptions that may apply to the site.

The County is responsible for inspecting the sites within their jurisdiction on a schedule under its scope of work in the Fact Sheet or Amended Facts Sheet. The County and Illinois EPA understand that it will be necessary for the County to conduct impromptu inspections or investigations of Illinois EPA permitted sites without having had time to notify the Illinois EPA prior to such inspection or investigations, but this is to be the exception rather than the usual course of operation. Inspections and investigations of open dump sites will be on an as-needed basis. Additionally, the County shall conduct inspections and investigations of any site subject to the Delegation Agreement and EMS upon the request of Illinois EPA and upon citizen complaints alleging violations of the Act and regulations.

The County shall forward to Illinois EPA copies of all written communications the County issues or receives pursuant to activities engaged in by reason of the Delegation Agreement or EMS.

From time to time, Illinois EPA engages in inspections and investigations with a view toward possible criminal enforcement actions. It is understood and agreed to by the County that any facts, data, documents, photographs, reports or other information pertaining to such inspections and investigations are outside the scope of the Delegation Agreement and EMS. Nothing herein shall limit Illinois EPA's legal authority to work with, and cooperate with, the

State's Attorney and law enforcement agencies in the County regarding any inspections or investigations pursuant to possible criminal actions.

Unless otherwise specified, the Regional Manager², Field Operations Section, Bureau of Land, shall be Illinois EPA's representative for the operational aspects of the Delegation Agreement and EMS, and the Director of the Department shall be the County's representative.

XIII. EFFECTIVE DATE - TERMINATION - AMENDMENT – RENEWAL

A. The Delegation Agreement shall take effect on the date of signing by all parties, and shall remain in effect until **June 30, 2021** unless terminated earlier by either party giving thirty (30) days prior written notice of termination to the other party. The Delegation Agreement and EMS may be so terminated with or without cause. Illinois EPA may, from time to time, review and comment on the County's inspection and enforcement program. Amendment of the Delegation Agreement and EMS may be made at the sole discretion of Illinois EPA upon written notice to the County.

B. The Parties may renew the Delegation Agreement for additional five year terms by mutual written consent.

XIV. RECOVERY OF FUNDS AND OTHER REMEDIES

In the event this Agreement is breached by the County, the Agency may, in addition to any other remedies provided in law and/or equity, revoke this Agreement and take such other action as the Agency is authorized to take. If the Agency determines funds are being misspent or improperly held by the County, then the Agency or the Illinois Attorney General may recover those funds and take any other action authorized by law. These remedies shall not be construed as limiting the Agency's right to terminate this Agreement with or without cause as provided in Section XIII above.

² The Illinois EPA, Bureau of Land, has divided the State of Illinois into seven regions for administrative purposes. The Illinois EPA has a regional office in each region. The Bureau of Land has designated a Regional Manager for each regional office. The responsibilities of the Regional Manager include providing advice and assistance to delegated counties. .

XV. NOTICES

Any notice required under this Agreement shall be in writing and shall be deemed properly given when personally delivered or mailed by certified mail, return receipt requested, to the addresses below. Either party may change its address for receiving notices by giving notice of such change in compliance with the terms of this Section. Notice as provided herein does not waive service of summons.

For the Agency:

Manager, Division of Land Pollution Control
Bureau of Land #24
Illinois Environmental Protection Agency
1021 N. Grand Ave. East
Springfield, Illinois 62794-9276

For the County:

XVI. NO THIRD PARTY BENEFICIARIES

Notwithstanding any provision herein to the contrary, this Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement or to acknowledge, establish, or impose any legal duty to any third party.

XVII. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall at all times observe and comply with all applicable federal and state laws, regulations and codes which may in any manner affect the performance of this Agreement.

XVIII. DISCLAIMER OF RELATIONSHIP

A. Nothing contained in this Agreement, nor any act of the Agency or the County, shall be deemed or construed by the other party or by any third party, to create any relationship of a principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Agency and the County.

B. The employees of the County and the Department shall remain employees of the County, and are therefore not entitled to any benefits provided to employees of the State by virtue of this Agreement and/or any services or work performed under this Agreement.

XIX. MISCELLANEOUS

A. This Agreement sets forth the entire understanding of the Parties relative to the subject matter hereof and supersedes all prior agreements, express or implied, oral or written.

B. Titles and headings to sections herein are inserted for reference only and are not intended to be a part of, or affect the meaning or interpretation of, this Agreement.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any dispute arising out of this Agreement shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 *et seq.*).

D. If any provision of this Delegation Agreement shall be held unconstitutional or otherwise void by a court of proper venue and jurisdiction, all other provisions of this Delegation Agreement shall remain in full force and effect.

E. If a party waives a breach of any provision of this Agreement by the other party, that waiver shall not operate or be construed as a waiver of any subsequent breach by said party or prevent the non-breaching party from enforcing such provisions.

F. This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute one and the same instrument.

G. The Parties acknowledge that this Agreement was freely negotiated by each of the Parties hereto, each of whom was represented by separate counsel; accordingly, this Agreement shall be construed according to the fair meaning of its terms, and not against any Party.

H. Each of the undersigned signing as an officer, representative, or agent on behalf of the respective Party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement, and to bind the Party on whose behalf he or she is signing this Agreement to the terms and conditions herein, and that he or she does so voluntarily and in his or her official capacity.

SIGNATURE PAGE TO FOLLOW

THE TERMS AND CONDITIONS OF THIS DELEGATION AGREEMENT ARE HEREBY
ACCEPTED AND AGREED TO:

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

By: _____
Lisa Bonnett, Director

Date: _____

Attest: _____
Signature

Type or Print Name

Title
Date: _____

ER

JACKSON COUNTY

By: John S. Reisch
Signature

John S. Reisch
Type or Print Name

Chairman
Title

Date: 7/19/2016

Attest: Larry W. Reinhardt
Signature

Type or Print Name

Title
Date: _____

JACKSON COUNTY ORDINANCE NO. 2016 - 7

An Ordinance Revising and Adopting the Jackson County Bed and Breakfast Ordinance

WHEREAS, there exists a Jackson County Bed and Breakfast Ordinance – last revised September 2004 - regulating and licensing Bed and Breakfast establishments located in Jackson County, Illinois; and

WHEREAS, commensurate with the authority of the Jackson County Board to adopt certain ordinances regulating and licensing such establishments, from time to time, amendments to the existing ordinance are necessary; and

WHEREAS, the present amending ordinance is intended to amend, and not repeal, the Jackson County Bed and Breakfast Ordinance; and

WHEREAS, after due consideration of the issues the Jackson County Board has decided to allow Bed and Breakfast establishments to sell alcoholic liquor in limited situations.

Now, therefore, be it ordained by the Jackson County Board of Jackson County, Illinois as follows:

Section 1. That the revisions at hand appear throughout the clearly marked draft copy of the Bed and Breakfast Ordinance and is attached and incorporated hereto and identified as Attachment No. 1.

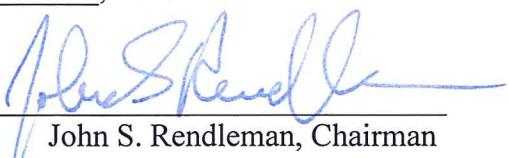
Section 2. That the revisions are adopted and approved; and that the Jackson County Bed and Breakfast Ordinance is hereby accordingly revised and becomes effective immediately.

Section 3. That the present amending ordinance is in no way intended to repeal or abrogate the prior versions of the Bed and Breakfast Ordinance. The terms and conditions under which all licenses, conditions, legal rights, and privileges that were approved and conferred prior to the adoption of this present ordinance shall be binding and in effect; and

Section 4. That a new revised Ordinance be drafted and produced for the Chairman's signature and County Clerk's attestation.

Section 5. The Chairman of the Jackson County Board of Jackson County, Illinois be and is hereby authorized to execute said Ordinance and do any and all things reasonable, necessary and proper to carry out the intent and purposes of the Ordinance.

This Ordinance adopted at a regular meeting of the Jackson County Board of Jackson County, Illinois, on the 20 day of September, 2016.

Approved 
John S. Rendleman, Chairman

Attest 
Larry Reinhardt, County Clerk

SEAL

JACKSON COUNTY ORDINANCE NO. 2016 -8

An Ordinance Approving Revisions to the Jackson County Liquor Control Ordinance

WHEREAS, there exists a Jackson County Liquor Control Ordinance – last revised October 2015 - to regulate the sale and consumption of alcoholic liquors in the County; and

WHEREAS, the Jackson County Board desires to allow Bed and Breakfast Establishments to sell alcoholic liquor in limited situations; and

WHEREAS, the County Board has reviewed the revisions and reasons for the revisions and finds them in order, proper, appropriate and necessary.

Now, therefore, be it ordained by the Jackson County Board of Jackson County, Illinois as follows:

Section 1. That the revisions at hand appear throughout the clearly marked draft copy of the Liquor Control Ordinance and is attached and incorporated hereto and identified as Attachment No. 1.

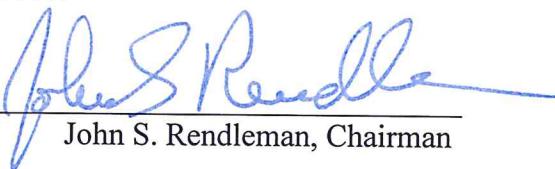
Section 2. That the revisions are adopted and approved; and that the Jackson County Liquor Control Ordinance is hereby revised and becomes effective immediately.

Section 3. That a new revised Ordinance be drafted and produced for the Chairman's signature and County Clerk's attestation.

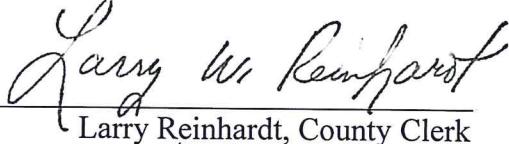
Section 4. The Chairman of the Jackson County Board of Jackson County, Illinois be and is hereby authorized to execute said Ordinance and do any and all things reasonable, necessary and proper to carry out the intent and purposes of the Liquor Control Ordinance.

This Ordinance adopted at a regular meeting of the Jackson County Board of Jackson County, Illinois, on the 20th day of September, 2016.

Approved


John S. Rendleman, Chairman

Attest


Larry Reinhardt, County Clerk

SEAL

JACKSON COUNTY LIQUOR CONTROL ORDINANCE

WHEREAS, the County Board, Jackson County, Illinois, finds that it is in the interests of the public health, safety, and welfare of the people of Jackson County, Illinois, and pursuant to statutory authority granted in the Illinois Liquor Control Act, that the current version of the Jackson County Liquor Control Ordinance should be adopted; and

WHEREAS, the present ordinance is in no way intended to repeal or abrogate the prior versions of the liquor control ordinance; and

WHEREAS, the terms and conditions under which all licenses, conditions, legal rights, and privileges that were approved and conferred prior to the adoption of this present ordinance shall be binding and in effect; and

THEREFORE, BE IT ORDAINED by the County Board of Jackson County, Illinois, as follows:

ARTICLE I

General Provisions

Section 1. Construction

This ordinance shall be liberally construed to the end that the health, safety, and welfare of the people of Jackson County may thereby be protected, and, to the end that temperance in the consumption of alcoholic liquors may be encouraged and fostered by judicious and careful regulation and control of the sale and distribution of alcoholic liquors.

Section 2. Definitions

Unless the context otherwise requires, the following word and phrases as used in this Chapter shall be construed according to the definitions set forth below:

- A. **Alcohol**. The product of distillation of any fermented liquid, whether rectified or diluted, whatever may be the origin thereof, and includes synthetic ethyl alcohol. It does not include denatured or wood alcohol.
- B. **Alcoholic Liquor**. Includes alcohol, spirits, wine and beer and every liquid or solid, patented or not, containing more than one-half of one percent of alcohol by volume, and capable of being consumed as a beverage by a human being.
- C. **Beer**. A beverage obtained by the alcoholic fermentation of an infusion or concoction of barley, or other grain, malt, and hops in water, and includes, among other things, beer, ale, stout, lager beer, porter and the like.

- D. Beer Gardens/Outdoor Cafes. Any open-air area, which is part of the licensed premise of a Class A or Class B licensee under this Ordinance, with or without fencing, adjacent to and accessible to an establishment possessing a liquor license under this ordinance in which beer, wine, or any other alcoholic liquor is sold, offered for sale, delivered, or consumed.
- E. Bowling Alley. An establishment or premise, or part of an establishment or building, as the case may be, wherein the game of bowling, played with composition balls and ten wooden pins is played.
- F. Caterer Retailer. A person who serves alcoholic liquors for consumption, either on-site or off-site, whether the location is licensed or unlicensed, as an incidental part of food service. Prepared meals and alcoholic liquors are sold at a package price agreed upon under contract.
- G. Club. An organization formed under the laws of the State, not for pecuniary profit, solely for the promotion of some common object other than the sale or consumption of alcoholic liquors, kept, used and maintained by its members through the payment of annual dues and owning, hiring or leasing a building or space in a building or such extent and character as may be suitable and adequate for the reasonable and comfortable use and accommodation of its members and their guests and provided with suitable and adequate kitchen and dining room space and equipment and maintaining a sufficient number of servants and employees for cooking, preparing and serving food and meals for its members and their guests; provided, that such club shall file with the Local Liquor Control Commissioner at the time of its application for a license under this chapter two copies of a list of names and residences of its board of directors, and similarly file within ten days of the election of any officer, his name and address; and provided further, that its affairs and management are conducted by a board of directors, executive committee or similar body, chosen by the members at their annual meeting and that no member or any officer, agent or employee of the club is paid, or directly or indirectly receives in the form of salary or other compensation any profits from the distribution of sale of alcoholic liquor to the members of the club, or the bona fide guests of the members thereof, beyond the amount of such salary as may be fixed and voted on at the annual meeting by the members or by its board of directors and other governing body out of the general revenue of the club.

- H. Control Premise. The total area of the premise which the licensee owns and/or controls for which the licensee is responsible; it shall include but is not limited to the licensed premise, parking lots, and any other area adjacent to the Licensed Premise.
- I. Delivery. The act of transferring or giving in any manner or by any means alcoholic Liquor to another by any person, whether as principal, proprietor, agent, servant or employee.
- J. Entertainment. Any music, whether live, pre-recorded, or broadcasted via radio, television, or any other media; any sporting contest, including but not limited to volleyball, horseshoes, wrestling, and boxing; and, any dance, play, theatrical production, comedy presentation, motion picture, or contest involving humans or animals as contestants.
- K. Hotel and Motel. Every building or other structure kept, used, maintained, advertised and held out to the public to be a place where sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential, in which twenty-five or more rooms are used for the sleeping accommodations of such guests and having one or more public dining rooms where meals are served to such guests.
- L. Licensee. Any person, corporation, or partnership holding a license under the terms and provisions of this Chapter.
- M. Licensed Premise. That area as described in the application where alcoholic liquor is or will be served, stored or sold and all areas which are internally or externally connected thereto by doorways, and which are integrally related to the operation of the licensed establishment and upon which alcoholic liquor may be lawfully consumed pursuant to this Ordinance.
- N. Original package. A bottle, flask, jug, can, cask, barrel, keg, or any other receptacle or container, used, corked or capped, sealed and labeled by the manufacturer of alcoholic liquor to contain and convey any alcoholic liquor.
- O. Restaurant. Any public place kept, used, maintained, advertised and held out to the public as a place where meals are served and where meals are actually and regularly served, without sleeping accommodations; such space being provided with an adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for guests, and obtaining at least fifty-one percent (51%) of the annual gross revenue from the sale of food.

- P. Retail Sale. The sale for use or consumption and not for resale.
- Q. Sale. Any transfer or exchange in any manner or by any means whatsoever for consideration, and includes and means sales made by any person, whether as principal, proprietor, agent, servant, or employee.
- R. Spirits. Any beverage, which contains alcohol obtained by distillation, mixed water or other substance in solution and includes brandy, rum, whiskey, gin, or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.
- S. Change In Interest or Ownership. The phrase change in interest of ownership means:
 - (1) a change in the form of ownership from an individual or partnership to a corporation, or from a partnership to an individual;
 - (2) a change from an individual to a partnership such as the addition or deletion of any partner; or
 - (3) the transfer of over five percent (5%) of the stock in a corporation, except for a corporation listed on a national stock exchange in which event the transfer of a controlling interest, or over twenty-five (25%) of the stock thereof.
 - (4) with respect to an entity not covered in (1), (2) or (3) above, the transfer of any actual or beneficial ownership interest of 5% or more.
- T. Tavern. Any public place kept, used, maintained, advertised or held out to be public as a place where alcoholic liquor is served and where food is not served in the form of meals.
- U. Wine. Any alcoholic beverage obtained by or through the fermentation of the natural contents of fruits or vegetables, containing sugar, including such beverages when fortified by the addition of alcohol or spirits, as defined herein.
- V. Microbrewery. Any person who manufactures beer only at a designated premises to make sales to importing distributors, distributors, and to non-licensees for use and consumption only, who stores beer at the designated premises, and who is allowed to sell at retail from the licensed premises, provided that a brew pub licensee shall not sell for off premises consumption more than 50,000 gallons per year.

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W. Bed & Breakfast Establishment - shall mean an operator occupied residence (holding a valid operator's license through the Jackson County Bed and Breakfast Ordinance) providing accommodations for a charge to the public with no more than five (5) guest rooms for rent.

Section 3. Applicability of State Law.

All provision of "AN ACT relating to alcoholic liquors" Laws 1933-34, Second Sp. Sess., approved Jan. 31, 1934, eff. July 1, 1934. (2351LCS 5/1-1 et seq.), as amended or shall be amended are hereby incorporated and made a part of this Ordinance insofar as the provisions of such state law pertain to this county. In the event of a conflict between state law and any provisions of this Ordinance, the state law shall govern.

Section 4. Severability.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or is held to be otherwise invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

ARTICLE II

Liquor Control Commissioner

Section 1. Commissioner Defined

The Chairman of the County Board of the County of Jackson, State of Illinois, shall be the Liquor Control Commissioner, and shall act as such in and for that area in the County of Jackson, State of Illinois, which is not within the limits of any city, incorporated town or village.

Section 2. Compensation

The Liquor Control Commissioner of Jackson County shall receive compensation in the amount of One Thousand Dollars (\$1000.00) per year for performing his duties of office, said sum shall be paid monthly in equal installments.

Section 3. Powers and Duties of the Local Liquor Control Commissioner

The Liquor Control Commissioner of Jackson County, Illinois, shall have the following powers and duties:

- A. To issue new and renewal liquor licenses in accordance with the provisions of this Ordinance.

- B. The Liquor Control Commissioner may, after proper hearing revoke, or suspend for not more than thirty (30) days, any license issued by him under the terms of this Ordinance for any of the following reasons:
 - (1) Violation of any of the provisions of this Ordinance or any violation of any provision of the laws of the state relating to the sale of alcoholic liquors.
 - (2) The willful making of any false statements as to a material fact in an application for a license or the renewal thereof;
 - (3) If the commissioner has reason to believe that any continued operation of a particular licensed premises will immediately threaten the welfare of the community, he may, upon the issuance of a written order stating the reason for such conclusion and without notice or hearing, order the licensed premises closed for not more than seven (7) days, giving the licensee any opportunity to be heard during that period; except that if such licensee shall also be engaged in the conduct of another business or businesses on the licensed premises, such order shall not be applicable to such other business or businesses.
- C. To enter, or to authorize any person acting as an agent of the Commissioner, any inspector, law enforcement, or peace officer to enter at any time upon any premises licensed hereunder for the purpose of determining whether any of the provisions of this ordinance have been or are being violated, and, to inspect or examine such premises at the time of entry thereon.
- D. To require that all licensed premises be maintained and operated in a sanitary condition, and, in compliance with all applicable rules and regulations, of the Health Department of the County of Jackson, and, in compliance with all zoning and land use regulations of Jackson County, Illinois, and require any additional security or enforcement to assure compliance with all applicable rules, regulations, and ordinances of the County of Jackson and the State of Illinois; to assure the public safety, welfare, and best interests of people of Jackson County;
- E. To require that any licensee secure and file with his office a certificate of approval showing compliance with all applicable rules or regulations of the Health Department of the County of Jackson.
- F. To receive complaints from any citizen regarding violation of any of the provisions of this Ordinance or of the Illinois Liquor Control Act, or

complaints regarding any other applicable laws, ordinances, rules, or regulations concerning violations thereof, and, to act upon such complaints as herein provided.

- G. To receive personally, or through a designated agent, all local license fees and to pay the same forthwith to the County Treasurer.
- H. The Liquor Control Commissioner shall have the right hereunder to examine, or cause to be examined, under oath, any applicant for a license, or for a renewal thereof, or any licensee upon whom a notice of revocation or suspension has been served, and to examine or cause to be examined, the books and records of any such applicant or licensee. The Liquor Control Commissioner, in conducting such examination, may hear testimony and receive proof for his information in the performance of his duties, and, in connection with such examination may issue subpoenas which shall be effective in any part of the State of Illinois. In conducting such examinations, the Liquor Control Commissioner may authorize an agent to act on his behalf.

Section 4. Records

The Liquor Control Commissioner shall maintain or cause to be maintained a complete record of all licenses issued pursuant to this Ordinance.

ARTICLE III

Liquor Advisory Board

Section 1. Establishment of Liquor Advisory Board

There is hereby established a liquor Advisory Board which shall have the powers and duties as set forth in this Article.

Section 2. Membership

A. The Liquor Advisory Board shall consist of the following members:

- (1) The Sheriff or his/her representative;
- (2) The State's Attorney or his/her representative;
- (3) The Chair of the Health and Safety Committee;
- (4) A representative from the Jackson County Health Department;

- (5) At least one, but not more than three, citizens of the County to be appointed biannually by the Chair of the County Board with the approval of the full County Board.
- B. In cases where an application for a new liquor license has been made, the Liquor Advisory Board shall also include, for purposes of reviewing such new application, the two County Board members for the district in which the proposed establishment is to be located.

Section 3. Powers and Duties

The Liquor Advisory Board shall have the following powers and duties:

- A. To review all liquor license applications, both new and renewals;
- B. To meet and discuss liquor license applications with all applicants;
- C. To render an advisory opinion as to the merits or demerits of each liquor license application it reviews;
- D. To receive complaints made against licensees and to inform the Liquor Control Commissioner of those complaints which require further action under this Ordinance;
- E. To monitor all licensees for compliance with state and local law; and
- F. To seek public input and to receive community concerns regarding liquor and liquor licenses.

Section 4. Criteria for Liquor Advisory Board Recommendations

The Liquor Advisory Board shall consider the following criteria in making its recommendations regarding license applications to the Liquor Control Commissioner:

- A. Compliance by the applicant with state laws and local ordinances;
- B. Potential impact upon and demand for public services by the applicant, should the license be granted;
- C. Proximity to and potential impact upon residential property, schools, and religious buildings by the applicant, should the license be granted;
- D. Potential impact upon traffic safety by the applicant, should the license be granted;

- E. Adequacy of street lighting and on-site lighting in the location of the establishment;
- F. Availability and adequacy of parking for the establishment;
- G. Character and nature of the proposed establishment;
- H. Whether live entertainment will be provided by the licensee and the nature of such entertainment;
- I. The manner of operation of the establishment or the proposed manner of operation of the establishment, if a new application, including, but not limited to, staffing levels, the ability and commitment to abide by laws and regulations, and the ability to monitor activities both within the confines of the establishment and upon the real property containing the establishment;
- J. The financial responsibility of the applicant and the past performance of the applicant, if any, in the area of liquor sales and services; and
- K. The health, safety, and welfare of the area in which the establishment is located or proposed to be located.

Section 5. Meetings

- A. The Liquor Advisory Board shall meet not less than semi-annually to carry out its duties.
- B. The Liquor Advisory Board shall establish dates, times, and places for its meetings.
- C. Emergency meetings may be called upon the vote of four (4) members of the Liquor Advisory Board.
- D. Notice of all Liquor Advisory Board meetings shall be provided to all interested parties pursuant to the Open Meetings Act.

ARTICLE IV

Licenses

Section 1. License Required

Licenses shall be granted for the sale of alcoholic liquors in all its forms as defined in the statutes of this state, subject to the conditions of this ordinance. No person, either by himself or his agent or any person acting as an agent, barkeeper, clerk, or servant of another shall sell or

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offer for sale at retail in the unincorporated areas of the county any alcoholic liquor without first having obtained a license to do so as hereinafter provided; and, it shall likewise be unlawful for any person to sell or offer for sale any intoxicating liquors, in violation of the terms and conditions of such license and this Ordinance and the laws of this state.

Section 2. License Required for Each Place Operated by Licensee

- A. A separate license shall be required for each individual place of business operated by a licensee, and such license shall not be transferable from one licensee to another licensee, unless in conformity with this ordinance.
- B. If a licensee or applicant has two or more physical structures on a Control Premise and wishes to sell, offer for sale, deliver, or allow consumption in more than one of the physical structures on the Control Premise, the licensee or applicant must apply for and possess a separate license for each physical structure on the Control Premise.

Section 3. Application

- A. All applications for licenses under this article shall be in writing, under oath, on forms provided by the Local Liquor Commissioner.
- B. Each application shall be signed by the applicant. If the applicant is a partnership, all partners shall sign the application. If the applicant is a corporation or club, the application shall be signed and verified by the president and secretary. The information recited in the application shall be under oath or affirmation as to each person signing the application.
- C. Applications for new licenses shall be made as early as practicable by the applicant in order for a full review as contemplated by this Ordinance. Applications for a renewal license shall be made on or before November 30 of the year preceding the license year. Applications for a renewal license made on or after December 1 shall be accompanied by a late fee in the amount of \$50.00, in addition to the appropriate license fee as set forth in Article V, Section 2, Subsection A.

Section 4. Persons Ineligible to Hold a License.

- A. A person who is not a bona fide resident of the County of Jackson.
- B. A person who is not of good character and reputation of the County of Jackson.

- C. A person who is not a citizen of the United States.
- D. A person who has been convicted of a felony or who has been convicted of pandering or any other crime of immorality or a person who has been convicted of being a keeper of a house of ill fame under the laws of the State of Illinois, or any other federal or state law, unless the Liquor Control Commissioner determines, within his or her sole discretion, that such person now warrants the public trust.
- E. A person whose license issued under this article or the Illinois Liquor Control Act has been revoked for cause.
- F. A person who at the time of application for renewal of any license issued under this article would not be eligible for such license upon a first application.
- G. A person whose business is conducted by a manager or agent, unless such manager or agent possesses the same qualifications required of the licensee.
- H. A person who does not beneficially own the premises for which a license is sought, or does not have a lease thereon for the full period for which the license is to be issued.
- I. Any law enforcing public official, any member of the County Board, or any public official with liquor licensing and enforcement responsibilities. No such official shall be interested, in any way, either directly or indirectly, in the sale or distribution of alcoholic liquor.
- J. Any person, club, association or corporation not eligible for a state retail liquor dealer's license.
- K. A partnership, unless all of the member of such partnership shall be qualified to obtain a license.
- L. A corporation, if any officer, manager or director thereof, or any stockholder or stockholders owning in the aggregate more than five percent (5) of the stock of such corporation, would not be eligible to receive a license here under for any reason other than citizenship or residence within the political subdivision. Provided however, that the manager of a corporation shall be required to comply with the residency requirement or the corporation shall appoint an agent who complies with the residency requirement.

- M. A corporation unless it is incorporated in Illinois or unless it is a foreign corporation which is qualified under the Illinois Business Corporation Act to transact business in Illinois.
- N. A person who has been convicted of a gambling offense as proscribed by Article 28 of the Criminal Code of 1961, (720 ILCS 5/28-1 et seq.) as heretofore or hereafter amended.
- O. A person to whom a federal wagering stamp has been issued by the federal government for the current tax period.
- P. A partnership to which a federal wagering stamp has been issued by the federal government for the current tax period or if any of the partners have been issued a federal wagering stamp by the federal government for the current tax period.
- Q. A corporation if the corporation or any officer, manager or director thereof or any stockholder owning in the aggregate more than 5% of the stock of said corporation has been issued a federal gaming device stamp or a federal wagering stamp for the current tax period.
- R. A person under the age of twenty-one (21) years or under any legal disability.

Section 5. Duration

- A. All licenses shall be issued for a term not to exceed one year.
- B. All licenses shall expire on December 31 next following the issuance of such license, unless otherwise stated.

Section 6. Transfer of License

- A. A license shall be a purely personal privilege and shall not constitute property. Nothing in this Ordinance shall be construed to grant a right to transfer or accept the transfer of any license.
- B. If the applicant seeks to transfer the license to a new location, the proposed location must comply with all rules, regulations, and statutes of the State of Illinois as well as this Ordinance, applicable to the operation and maintenance of a licensed premise.
- C. The transfer of a license issued hereunder from one person to another or from one legal entity to another shall only be made in the case of a bona fide sale or transfer for valuable consideration of the business, and upon the determination

by the Liquor Control Commissioner that the purchaser possesses the qualifications as required of an applicant for the original license. The purchaser shall be required to complete a license application.

Section 7. Cessation of Business

- A. The death of a licensee, termination of a partnership, dissolution of a corporation, or bankruptcy of a licensee shall cause the license to cease to exist; except that the administrator or executor of the estate or trustee in bankruptcy may continue to operate the business for three (3) months upon order of the appropriate court; provided, however, that the trustee, administrator or executor of an estate shall meet the qualifications set forth in this ordinance.
- B. A licensee who will be ceasing to do business or who closes his or her place of business for more than ten (10) days shall give the Commissioner written notice of such cessation or closing as soon as practical after the decision to close or cease business is made, but in any event before the cessation or closing. Such notice shall state the reason therefore and the date of closing or cessation. Any licensee who ceases to do business or closes his or her place of business for a period of more than thirty (30) successive days, and who fails to show good cause, shall be subject to having his or her license suspended, revoked or a fine imposed.
- C. Any licensee who obtains a transfer of license pursuant to Section 6 of this Article, and who fails to commence business operations on or before the date specified in the application for transfer, shall give the Commissioner written notice specifying the reasons for the failure to commence business operations. Any licensee who fails to show good cause shall be subject to having his or her license suspended or revoked.

Section 8. Changes in Interest-Ownership

Changes in the interest or ownership of any licensed premise are subject to the following requirements:

- A. Any changes in partners, officers, directors, persons holding directly or beneficially more than five percent of the stock or ownership interest, or managers of establishments licensed under this Ordinance, Shall be reported in writing to the Liquor Control Commissioner within ten (10) days of the change; provided, however, that changes in stock ownership need not be reported where the stock is publicly traded if the stock transfer is less than

twenty-five (25%) of the stock. All such persons shall meet all the requirements of this Ordinance and must otherwise qualify to hold a license.

- B. When a license has been issued to a partnership and a change of ownership occurs resulting in a partnership interest by one who is not eligible to hold a liquor license, said license shall terminate effective on the date of said change.
- C. When a license has been issued to a corporation and a change has taken place in the officers, directors, managers or shareholders of more than five percent (5%) of the stock resulting in the holding of office or such shares by one who is not eligible for a license, said license shall terminate, effective on the date of said change.

Section 9. Changes in Operation

A license issued under the provisions of this Ordinance shall permit the sale of alcoholic liquor only within the licensed premises described in the application and only under the conditions imposed in this Ordinance on the particular class of license described therein. Any change or alteration in the operation of the licensed premise, which varies in any manner from that on the date of the issuance of the license, shall be reported in writing to the Liquor Control Commissioner within ten (10) days. Failure to report the change in operation may result in a suspension or revocation of the license. A licensee who conducts its business through a manager or agent shall notify the Liquor Control Commissioner within seven (7) days of any change in manager or agent.

Section 10. Renewals

The Liquor Control Commissioner may renew a license at the expiration thereof; provided that the applicant makes application for renewal and meets the eligibility requirements of this ordinance and all its provisions.

Section 11. Display

Every licensee under this article shall cause his license to be framed under glass and posted in a conspicuous place within the premises licensed, so that any person entering such premises may easily read the license.

Section 12. Insurance

Every Licensee shall be required to secure and maintain dram shop (Liquor Liability) insurance and general business liability insurance in the amounts so specified.

Dram Shop (Liquor Liability): At least in the amount as dictated by Section 6-21(a) of the Illinois Liquor Control Act.

General Business Liability: In an amount of at least \$100,000 per occurrence.

Licensee shall show written proof of such insurance at the request of the Liquor Control Commissioner and at the time of liquor license application to the County. The insurer must be licensed or permitted to do business in Illinois.

Section 13. Emergency Contact

A licensed premise may conduct business by a manager or agent provided the manager or agent is a personage and is readily available to public safety individuals in the event of an emergency and the manager or agent is not otherwise ineligible to possess a liquor license under the laws of this State.

ARTICLE V

Classification and Schedule of Fees

Section 1. Classifications of Licenses

Licenses to sell alcoholic liquors at retail are hereby divided into eleven (11) classes as follows:

- A. Class A. Class "A" licenses shall authorize the sale of alcoholic liquors on the premises of any tavern for consumption on the premises, as well as other retail sales of such liquor in the original package which shall be consumed on or off the premises.
- B. Class B. Class "B" licenses shall authorize the retail sale of alcoholic liquors on the premises in any restaurant for consumption on the premises, as well as other retail sales of such liquor in the original package which shall be consumed on or off the premises.
- C. Class C. Class "C" licenses shall authorize the retail sale of alcoholic liquors in the original packages and not for consumption on the premises where sold.
- D. Class D. Class "D" licenses shall authorize the retail sale of only beer and/or wine only in the original packages and not for consumption on the premises where sold.
- E. Class E. Class "E" licenses shall authorize the sale of alcoholic liquors on the premises of any club for consumption on the premises. Club shall be as defined in this ordinance.

F. Class F. Class "F" licenses shall authorize the sale of alcoholic liquors by any chartered not-for-profit corporation, educational, religious, political, charitable or any organization that can show tax exempt status. The license shall be valid for no more than five (5) specific events within the twelve (12) month period following the issuance of the license. The license fee must be paid in advance; and notwithstanding anything else to the contrary in this ordinance the license fee shall be non-refundable. The license application must include the specific dates of the event(s) and the specific location(s) of each event. Each day of said license term shall begin no earlier than 6:00 a.m. and end no later than 12:00 midnight of the same calendar date. At the time of application, the applicant shall provide evidence that the organization is duly chartered by the State of Illinois as a not-for-profit corporation or show proof that the organization has tax exempt status. The Liquor Advisory Board may recommend and the Liquor Control Commissioner may require any special conditions that relate to the public health, safety, and welfare including, but not limited to: (a) Limitations on extent or area of the site or premises that liquor may be sold or consumed. (b) Special parking or security requirements. (c) Special or additional sanitary requirements.

G. Class G.

1. A Class "G1" license shall authorize the sale and offer for retail sale of wine for consumption on the premises, as well as other retail sales of such wine in the original package which shall be consumed on or off the premises.
2. A Class "G2" license shall authorize the retail sale alcoholic liquors on the premises of any winery for consumption on the premises, as well as other retail sales of wine in the original package, which shall be consumed on or off the premises.

H. Class H. Class "H" license shall authorize a licensee (under this ordinance) to transfer a portion of its alcoholic liquor inventory from its licensed premises to the premises specified in the license hereby created and to sell or offer for retail sale or consumption, only on the premises specified in the license hereby created, the transferred alcoholic liquor as well as other retail sales of such liquor in the original package which shall be consumed on or off the premises. Such license shall be granted only for the following time periods; one day or less, two or more days to a maximum of fifteen days per location in any twelve month period.

- I. Class I. Class "I" license shall authorize a caterer retailer to serve alcoholic liquors as an incidental part of a food service that serves prepared meals which excludes the serving of snacks as the primary meal, either on or off-site whether licensed or unlicensed. The applicant/licensee shall notify the Jackson County Sheriff's Department and the Jackson County Health Department of the location of each event.
- J. Class J. Class "J" license shall authorize the retail sale of alcoholic liquors on the premises of any microbrewery for consumption on the premises, as well as other retail sales of beer in the original package, which shall be consumed on or off the premises.
- K. Class K. Class "K" license shall authorize the licensee to offer spirits manufactured by the licensee on the premises specified in such license for sale by the glass on the premises and in packaged form at retail on the premises specified in such license for the use or consumption off the premises. The licensee shall also be authorized to conduct tastings of spirits for which remuneration may or may not be received. A single tasting of distilled spirits shall not exceed one-fourth (1/4) of one (1) ounce. No more than three tastings of distilled spirits shall be provided to any person on any day.
- L. Class L. Class "L" license shall authorize the retail sale of alcoholic liquors on the premises of any Bed & Breakfast Establishment for consumption only on the licensed premises. Retail sale is only authorized from 8:00 a.m. until noon and from 3:00 p.m. until 11:00 p.m. Retail sale is further limited to registered guests and their invitees, provided the number of guests and invitees does not exceed 10 persons at any one time, or exceed the maximum daily capacity of the establishment's private sewage disposal system or the limits imposed by other applicable codes.

Section 2. Fees

A. The annual license fee for each license shall be as follows:

Class A	\$1,000.00
Class B	\$750.00
Class C	\$1,000.00
Class D	\$250.00
Class E	\$600.00
Class F	\$75.00 for the first event; and \$25 for each additional event
Class G1	\$350.00
Class G2	\$500.00

Class H	\$100.00
Class I	\$1,000.00
Class J	\$350.00
Class K	\$350.00
Class L	\$350.00

B. In the event the initial application is for a period of less than the full license year, the annual fee as set forth in subsection (a) shall be reduced in proportion to the full calendar months, which have elapsed in the license period prior to the issuance of the license.

ARTICLE VI

Regulation of Operations

Section 1. Hours of Operation

A. Except as otherwise provided for in this Ordinance, it shall be unlawful to sell, to offer for sale or deliver at retail, or to give away in or upon any licensed premise, any alcoholic liquor except during the following hours:

- (1) From 7:30 a.m. on Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday until 2:00 a.m. of the next day;
- (2) From 10:00 a.m. on Sunday until 2:00 a.m. on Monday;
- (3) Holders of Class "G2," Class "J," and Class "K" licenses shall cease the sale, the offering for sale, the delivering at retail, or the giving away in or upon the licensed premises of any alcoholic liquor after 10:00 p.m. on any day.

B. It shall be unlawful to keep open for business, to admit the public or permit the public to remain within, or to permit the consumption of alcoholic liquor by any person in or upon the licensed premise in which alcoholic liquor is sold at retail after 2:00 a.m.

C. The only persons permitted to remain within the licensed premise after 2:00 a.m. are the licensee, employees, and persons engaged in cleaning and maintenance purposes. No alcoholic liquor shall be consumed by anyone on the premise between the hours of 2:00 a.m. and 7:30 a.m.

D. No licensee shall allow the pick-up of alcoholic liquor by the package for consumption off the premise after the hours for sale set forth in this section.

Section 2. Gambling

No gambling devices of any kind or nature, games of chance, punch boards, slot machines, dice or any instrument of gambling shall be permitted or allowed upon any premise licensed for the sale of alcoholic liquors unless permitted by State Statutes. Video gaming and video gaming terminals shall be specifically permitted only when licensed by the Illinois Gaming Board and operated in accordance with the Video Gaming Act (240 ILCS 40/1 et. seq.). There shall be an annual fee of twenty-five dollars (\$25) for each video gaming terminal as defined by and licensed pursuant to the Video Gaming Act.

Section 3. Regulations as to Persons Under the Age of Twenty-One

- A. No licensee, or any agent, servant, representative or employee of such licensee shall sell, give or deliver alcoholic liquor to any person under the age of twenty-one (21) years, or to any intoxicated person.
- B. No persons, after purchasing or otherwise obtaining alcoholic liquor shall sell, give or deliver alcoholic liquor to any person under the age of twenty-one years.
- C. No licensee, or any agent, servant, representative or employee of such licensee shall permit or allow any person under the age of twenty-one (21) years to remain on the licensed premises while in the possession of or consuming alcoholic liquor, This section does not apply to possession by a person under the age of twenty-one (21) years making a delivery of alcoholic liquor in pursuance of his/her employment.
- D. No person under the age of twenty-one (21) years shall purchase, attempt to purchase, accept delivery, accept as a gift, consume or possess in any manner, including by consumption, alcoholic liquor.
- E. It shall be unlawful for any person to misrepresent his or her age for the purpose of purchasing, accepting or receiving alcoholic liquor.
- F. In an action for a violation of Subsections A. or C. of this Section, evidence may be presented, which will be considered in mitigation, that the licensee, or agent, representative or employee of such licensee, demanded and was presented identification of the type specified in Section 4 of this Article.
- G. Any person upon whom such demand is made shall display at least one photo identification card of the type specified in Section 4 of this Article, which

contains a birth date. If any person fails to produce evidence of age upon request, he or she shall be considered to be a person who is not entitled to be served alcoholic liquor.

Section 4. Acceptable Identification

Only the following types of identification shall be accepted for purposes of entering a licensed establishment and/or purchasing or obtaining alcoholic liquor: vehicle operator's license; State Photo Identification Card for non-drivers; visa or passport.

Section 5. Restrictions on Entry Into Licensed Premises

- A. No licensee, or any agent, representative, manager or employee of such licensee, shall permit or allow any person under the age of eighteen (18) years to enter or remain upon any premise licensed pursuant to this ordinance.
- B. No person under the age of eighteen (18) years shall enter or remain upon any premise licensed pursuant to this ordinance.
- C. Subsections A. and B. shall not apply when any of the following conditions are met:
 - (1) The licensed premises is a bowling alley or package liquor store;
 - (2) The person is accompanied by a parent or legal guardian;
 - (3) The licensed premise obtains 51 of the annual gross revenue from the sale of food or other services or commodities.

For purposes of Subsection C.3 the licensee shall submit to the Commissioner documentation sufficient to prove that 51% of the annual gross revenue is derived from the sale of food, services or commodities other than alcoholic liquor. The Commissioner at his discretion, may request additional documentation or an audit of any establishment's records conducted in accordance with generally accepted accounting procedures, in order to prove compliance with this subsection. The cost of an audit shall be at the expense of the licensee.

- D. The party charged with a violation in any court or administrative hearing shall have the burden of proving that subsections (1), (2), or (3) hereinabove apply.

Section 6. Consumption of Alcoholic Liquor In Public

- A. No person shall consume alcoholic liquor on or about the parking lot or area adjacent to a licensee's Licensed Premise, other than in a Beer Garden/Outdoor Cafe for which the Licensee holds a valid license under this Ordinance.
- B. No person shall consume alcoholic liquor on or about any public street, alley, sidewalk or public way within the area of Jackson County outside the corporate limits of any town, village, city or incorporated municipality.

Section 7. Prohibited Happy Hours

The provisions of state law concerning "happy hours" as found in 2351LCS 5/6-28, and any future amendments thereto, are hereby adopted and incorporated herein by reference.

ARTICLE VII

Beer Gardens/Outdoor Cafes

Section 1. Approval Required

No licensee holding a Class A or Class B license under this Ordinance shall operate a beer garden or outdoor cafe as defined by this Ordinance except upon application to and approval by the Liquor Commissioner, subject to the terms, conditions, and restrictions of this Ordinance and of state law.

Section 2. Fees for Beer Garden/Outdoor Cafes

In addition to any other fees required under this Ordinance, a licensee seeking to operate a beer garden/outdoor cafe shall submit at the time of application the following fees:

- A. Fifty Dollars (\$ 50.00) if the applicant will not offer and/or does not plan to offer entertainment to the patrons of its beer garden/outdoor café;
- B. One Hundred Dollars (\$100.00) if the applicant offers or plans to offer entertainment of any type to the patrons of its beer garden/outdoor café.

Section 3. Time of Application

The application for a beer garden/outdoor cafe shall be filed along with the application for liquor license and with the application for renewal of liquor license. If a licensee wishes to

Revised September 2016

begin operation of a beer garden/outside cafe during the course of a license year, the licensee shall submit an application to the Liquor Commissioner prior to commencing such operation.

Section 4. Contents of Application for Beer Garden/Outdoor Café

In addition to any other information required by this Ordinance for the issuance of a liquor license, the applicant seeking to operate a beer garden/outdoor cafe, shall also submit a drawing or diagram of the area designated as a beer garden/outdoor cafe. This drawing or diagram shall clearly display:

- A. Any and all lighting and fencing;
- B. The occupancy rate as approved by the State Fire Marshal; and
- C. Seating and serving plans.

Section 5. Modification by Liquor Commissioner

At the time of the application or at any time during the license year, after consideration of the location of the beer garden/outside cafe, the nature of the business activity conducted in the beer garden/outdoor café, the record of prior violations by the licensee of this Ordinance or state law, and the public health, safety, and welfare, the Liquor Control Commissioner may impose specific requirements upon the licensee in the operation of the beer garden/outdoor cafe which may include, but is not limited to, provisions as to lighting, fencing, the erection of sound barriers, and the prohibition of entertainment.

Section 6. Violations of This Article

A violation of this Article or any other applicable provision of this Ordinance or of state law with respect to the operation of the beer garden/outdoor cafe may result in the closure of the beer garden/outdoor café and the prohibition of its re-opening, in addition to any other penalties as authorized by this Ordinance.

ARTICLE VIII

Violations

Any person found to have violated any provisions of this ordinance may be fined not less than one hundred (\$100.00) dollars nor more than one thousand (\$1,000.00) dollars for each offense, and every day that such violation is continued shall constitute a separate and distinct offense. In addition thereto, the Jackson County Liquor Control Commissioner may after proper hearing revoke, or suspend for not more than thirty (30) day, any license issued by him under the terms of this ordinance if he determines that the licensee has violated any of the provisions of the ordinance or any provision of the Illinois Liquor Control Act, (Chapter 235 of the Illinois

Compiled Statutes); and, when a license shall have been revoked for any cause, no license shall be granted to any person for the period of one year thereafter for the conduct of the business of selling alcoholic liquors in the premises described in such revoked license. Not more than ten thousand (\$10,000.00) dollars in fines under this Article may be imposed against any licensee during the period of his license.

ARTICLE IX

Hearing Procedures

Section 1. Type of Notice Required

- A. Whenever this ordinance requires a hearing before the Liquor Control Commissioner concerning a license or licensee, the licensee shall be afforded reasonable notice of such hearing. Such notice shall state:
 - (1) The time, place, and nature of the hearing.
 - (2) A statement of the legal authority and jurisdiction under which the hearing is to be held.
 - (3) A reference to the particular Sections of the ordinances involved.
 - (4) A statement informing the licensee that he may respond by presenting evidence and argument.

Section 2. Hearings

- A. A hearing required under this ordinance shall be held in accordance with the following rules:
 - (1) A hearing shall be held at a reasonable time, date and place.
 - (2) No cause shall be heard earlier than three (3) days after receipt by a licensee of the notice required under this article.
 - (3) A licensee may present evidence and argument and can be represented by a licensed attorney of this state.
 - (4) The Commissioner may limit, but not prohibit, the presentation of evidence and argument.
- B. Where a licensee has received the requisite notice under this article and fails to appear at hearing, the Commissioner may act ex parte.

Section 3. Decisions

Any decision, order, or determination rendered by the Commissioner which affects the rights, duties, or privileges of a licensee, shall be in writing and shall notify the licensee personally or by certified mail of the decision.

Section 4. Waiver

Compliance with any or all of the provisions of this Article concerning procedure may be waived by written stipulation of all parties.

Section 5. Continuances for Hearings

- A. A request for a continuance of any hearing in any matter before the Liquor Control Commissioner will not be allowed by the Commissioner unless for good and valid reason in writing.
- B. The Liquor Control Commissioner may, in its discretion, grant a continuance if extenuating and unusual circumstances are presented in support of the request for continuance.

Section 6. Record of Hearing

A complete record of all evidence, testimony and comments before the Liquor Control Commissioner shall be made by certified court reporter or may be electronically taken by tape recording.

Section 7. Witnesses

Witnesses shall be sworn, but in all other respects, hearings shall be informal and the strict rules of evidence shall not apply.

Section 8. Review

- A. Review of the proceedings before the Liquor Control Commissioner shall be limited to a review of the official record of the proceedings. No new or additional evidence shall be admitted or considered.
- B. All costs of preparing and transcribing an official record on appeal to the State Liquor Control Commission shall be borne by the licensee requesting a review of the official proceedings.

Section 9. Prosecutions of Non-Licensees

Violations of this ordinance allegedly committed by non-licensees shall be prosecuted by the State's Attorney of Jackson County on behalf of the county in the Circuit Court of the First Judicial Circuit, Jackson County, Illinois. Such prosecutions shall be before the court without a jury with the burden of proof upon the County of Jackson. The standard of evidence shall be preponderance of the evidence. Upon convictions for any violation of this ordinance, the Court shall set a fine by a non-licensee pursuant to Article VIII Violations, of this ordinance.

ARTICLE X

Savings Clause

The present ordinance shall in no way be construed to repeal or alter, other than as stated in the present ordinance, any other provision of the Jackson County Liquor Ordinance. The terms and conditions under which all licenses, conditions, legal rights, and privileges that were approved and conferred prior to the adoption of this present ordinance shall be binding and in effect.

ARTICLE XI

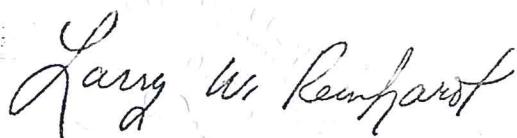
Effective Date

In effect and amended on this 20th day of September, 2016 at a regular meeting of the Jackson County Board.

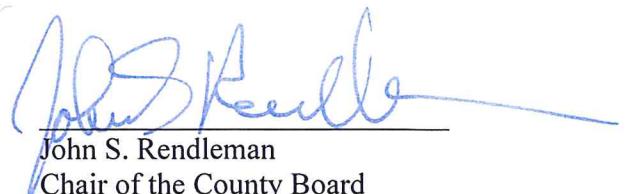
Adopted by requisite majority of the Jackson County Board members at its regular monthly meeting this 20th day of September, 2016.

Attest:

By its Chairperson



Larry W. Reinhardt
Clerk of the Board



John S. Rendleman
Chair of the County Board

ORDINANCE 16-09

AN ORDINANCE PROVIDING FOR AND MAKING THE ANNUAL TAX LEVY FOR
JACKSON COUNTY, ILLINOIS FOR THE YEAR DECEMBER 1, 2016
THROUGH NOVEMBER 30, 2017

WHEREAS, the Jackson County Board is authorized and required by law to levy and collect taxes annually for various purposes; and

WHEREAS, the Jackson County Board has heretofore adopted a budget for the fiscal year beginning December 1, 2016 and ending November 30, 2017;

NOW, THEREFORE, BE IT ORDAINED BY THE JACKSON COUNTY BOARD, THAT THE SUM OF \$12,516,096.00 is hereby levied upon all taxable property in Jackson County, Illinois, as equalized or assessed by the Department of Revenue, for the purpose of meeting and defraying the necessary expenses and liabilities as set forth in the aforesaid annual budget and the budgets of the County agencies referred to herein. The following levies are hereby made and adopted:

1. The sum of \$ 6,399,098.00 is levied pursuant to 55 ILCS 5/5 - 1024, for general corporate purposes;
2. The sum of \$ 770,922.00 is levied pursuant to 55 ILCS 5/5 - 1028, for Ambulance purposes;
3. The sum of \$ 250,000.00 is levied pursuant to 745 ILCS 10/9 - 107, for costs of tort liability protection;
4. The sum of \$ 275,000.00 is levied pursuant to 745 ILCS 10/9 - 107, for costs of insurance contracts for worker's compensation;
5. The sum of \$ 100,000.00 is levied pursuant to 745 ILCS 10/9 -107, to provide for the County's payment and contribution for unemployment insurance;
6. The sum of \$ 1,000,000.00 is levied pursuant to 40 ILCS 5/7 - 171 & 5/7 - 132, for the County's payment and contribution to the Illinois Municipal Retirement Fund (I.M.R.F.);
7. The sum of \$ 900,000.00 is levied pursuant to 40 ILCS 5/21 - 110, 5/21 -110.1, for the County's payment and contribution to the Social Security System;
8. The sum of \$ 739,500.00 is levied pursuant to 55 ILCS 5/5 - 25003, for Public Health purposes;
9. The sum of \$ 71,500.00 is levied pursuant to 55 ILCS 5/5 - 23029, 23030, 23039, 23040, for the purpose of treating and caring for those affected with Tuberculosis;

10. The sum of \$ 323,768.00 is levied pursuant to 405 ILCS 20/4 - 5, 6, for the operation of the Community Mental Health (708) Board;

11. The sum of \$ 860,000.00 is levied pursuant to 605 ILCS 5/5 - 601, for the County Highway purposes;

12. The sum of \$ 373,300.00 is levied pursuant to 605 ILCS 5/5 - 603, for Federal Aid Matching;

13. The sum of \$ 58,000.00 is levied pursuant to 605 ILCS 5/5 - 602, for the County Bridge Funds;

14. The sum of \$ 67,000.00 is levied pursuant to 55 ILCS 5/5 - 1034, for the purpose of social services for senior citizens;

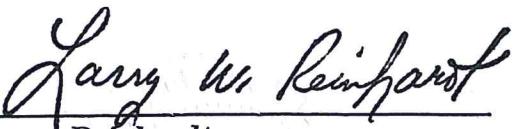
15. The sum of \$ 146,933.00 is levied pursuant to 505 ILCS 45/8, for support of the Jackson County Cooperative Extension Service.

16. The sum of \$ 181,075.00 is levied pursuant to 55 ILCS 5/5-1012 and 30 ILCS 350/17.5, for the purpose of debt service payments on an indebtedness owed the county on general obligation bonds issued for the purpose of river levee improvements.

The Jackson County Clerk of Jackson County is directed to extend and the Ex-Officio Collector of taxes for Jackson County is directed to collect the foregoing amounts pursuant to law.

Approved at this special meeting of the Jackson County Board on the 15th day of November 2016.

John S. Rendleman, Jackson County Board Chairman
ATTEST:



Larry Reinhardt
Jackson County Clerk & Recorder

ORDINANCE 2016-10

AN ORDINANCE FOR COMPLIANCE WITH THE LOCAL GOVERNMENT TRAVEL EXPENSE CONTROL ACT (Public Act 99-0604)

WHEREAS, the Governor signed House Bill 4379 into law on July 22, 2016. The new law, Public Act 099-0604, called the “Local Government Travel Expense Control Act,” hereinafter referred to as the “Act,” will go into effect January 1, 2017.

WHEREAS, the Act mandates that all public agencies in Illinois enact an ordinance or resolution regulating the reimbursement of travel, meal, and lodging expenses, hereinafter referred to as “travel expenses,” of employees and officers of said public agencies including, but not limited to, the types of official business for which travel, meals, and lodging expenses are allowed and to establish the maximum allowable reimbursement for travel, meal, and lodging.

WHEREAS, the Act defines “Local Public Agency” as a school district, community college district, or unit of local government other than a home rule unit.

WHEREAS, “travel” is defined as any expenditure directly incident to official travel by employees and officers of a local public agency or by wards or charges of a local public agency involving reimbursement to travelers or direct payment to private agencies providing transportation or related services.

WHEREAS, the Act bars reimbursements for entertainment and sets restrictions on amounts for qualified expenses.

WHEREAS, reimbursements for expenses related to entertainment, defined as shows, amusements, theatres, circuses, sporting events, or any other place of public or private entertainment or amusement is prohibited, unless the entertainment expense is “ancillary to the purpose of the program or event.”

WHEREAS, the public agency must create guidelines to establish:

- The maximum allowable reimbursement amount for travel expenses.
- The types of official business for which travel expenses are allowed.
- A standard form for requesting reimbursement of travel expenses, including submission of expense-related documents.

WHEREAS, the public agency shall create a standard form for members of the county board, employees, and officers requesting reimbursement for travel expenses as set for in the Act. Before travel expenses may be approved for a member of the county board, or in the case of an officer or employee of the county that exceeds the established maximum allowable reimbursements, the following minimum documentation must first be submitted, in writing, to the governing board:

1. If the travel expenses have not yet been incurred, an estimate of the travel expenses.
2. If the travel expenses already have been incurred, receipts showing the costs of the travel expenses.
3. The name of the individual requesting reimbursement.
4. The job title or office of the individual requesting reimbursement.
5. The date or dates on which the travel expenses will be or were expended.
6. The nature of the official business for which the travel expenses will be or were expended.
7. Reimbursement for travel expenses that exceed the established maximum allowable amount may be allowed, but only if the expenses relate to an emergency or other extraordinary circumstance.

WHEREAS, the Act mandates that all reimbursements must be documented and open to public review, and are public records subject to disclosure under the Illinois Freedom of Information Act.

WHEREAS, the following travel expenses must be approved by a roll-call vote during an open meeting of the governing board of the public agency:

1. The travel expenses of any officer or employee that exceed the maximum amount allowed under the regulation adopted by the relevant local public agency.
2. The travel expenses of any member of the governing board.

THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD AS FOLLOWS:

1. The Jackson County Board is a unit of local government and is subject to the regulations set forth in Public Act 099-0604 and 55 ILCS 5/5-1018.
2. The Jackson County Board has enacted regulations for travel expenses to comply with the regulations set forth in the Act.
3. The Jackson County Board has
 - Adopted a standardized form (attached) to document the expenses which includes no less than the minimum amount of information as set forth in the Act.
 - Established a daily maximum amount allowable for travel expense reimbursements in the amount of \$2,500.00.
 - Defined the types of official business for which travel expenses are allowed.
 - Mandated that any employee or official complete and submit the standard form and provide documentation for travel expenses that exceed the

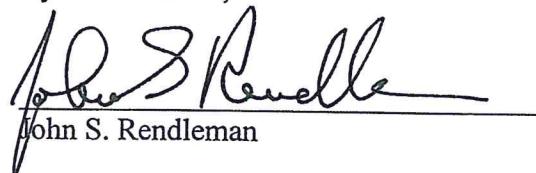
established maximum allowable reimbursements before monies are expended.

- Mandated that travel expenses of any officer or employee of the Jackson County Board must be approved by roll-call vote during an open meeting of the governing board.
- Mandated that travel expenses that exceed the maximum amount allowed under the regulation adopted must be approved by roll-call vote during an open meeting of the governing board.
- Prohibited all reimbursements for entertainment unless otherwise permitted as set forth in the Act.

4. This ordinance shall be effective upon adoption.

ADOPTED BY THE JACKSON COUNTY BOARD BY THE REQUIRED TWO-THIRDS MAJORITY OF ITS MEMBERS AT ITS REGULAR MONTHLY MEETING THIS 20 DAY OF DECEMBER, 2016.

By its Chairman,



John S. Rendleman

ATTEST



Larry W. Reinhardt

Larry W. Reinhardt, County Clerk

SEAL

TRAVEL VOUCHER INSTRUCTION SHEET

1. Voucher Date - Enter the date submitted for payment/approval
2. Purpose of Travel – State the purpose and dates of the trip - example - To attend the annual Public Officials Conference in Washington, DC – January 9-13, 2016
3. Traveler's Name and Address – The name and home address of the traveler.
4. Department/Agency – Enter the name of the office in which requestor is employed.
5. Date – List all expenses for each day of trip on single line.
6. Departed from – State the time of day employee left for trip and place departed from – example - Left residence at 7:30 a.m.
7. Arrived at – State the time and place employee arrived at destination – example: Arrived at St. Louis airport at 9:00 a.m. Routine stops along the way do not need to be noted, i.e. stopped for lunch, gas, etc.

NOTE: If an employee is reimbursed for mileage for using a personal vehicle to travel to multiple destinations as part of their regular duties, lines 6 and 7 should only reflect the time the employee left for the first trip and returned for the final trip of the day. The total amount of miles accumulated for each day should be entered. A log of specific trips to calculate the mileage may be attached or submitted at the will of the office making the reimbursement in accordance with the policy of the office.
8. Auto Mileage – In Box A, enter the total number of miles driven for the day. In Box B, multiply the number of miles in Box A by the current rate and enter the dollar amount. Example – Box A is 100 miles, multiply 100 x .55 per mile = \$55.00. The amount entered in Box B is \$55.00. The County uses the current state mileage rate.
9. Transportation - Enter the type of transportation (i.e. train, plane, taxi) in Box A and the total expense incurred in Box B. Gratuity for transportation should be included with the total cost of the transportation expense.
10. Lodging – Enter the total for that day only. If the hotel stay is more than one night, enter the amount for each day separately.
11. Meals or Per Diem – Enter the amount of receipts for eligible meals per day which do not exceed the allowable per diem.
12. Other expenses – Enter expenses which are not specifically categorized, i.e. conference fees, parking expenses, etc. In Box A, enter the type of expense, and in Box B, enter the amount.
13. Line totals – Enter the total amount of expenses incurred for the day.
14. Notes - Enter a brief description to explain your request. Example – Departed home in Carbondale at 7:30 a.m. in personal vehicle en route to St. Louis Airport on 01/08/17. Took flight to Washington DC to attend Public Official's Conference beginning on 01/09/17. Took airport shuttle to Washington, DC. Lodged at Hyatt Hotel from 01/08/17 through 01/13/17 (five nights) and attended conference. Took free shuttle to Washington

Airport for flight to St. Louis on 01/13/17. Paid airport parking fee and drove personal vehicle to home in Carbondale.

15. Total Amount - Enter the total of all Line Totals in Column 13. This is the total amount of reimbursement being requested.
16. Less Prepaid Expenses - Deduct any prepaid expenses, i.e. airfare paid by office credit card.
17. Amount Requested – Enter the difference of expenses incurred less prepaid expenses. This is the total amount requested for reimbursement to traveler.
18. Traveler's Signature – Traveler to sign in ink.
19. Date – Date of Traveler's Signature
20. Approved Amount – Amount of approved expenses after review by office holder, department head, or designee.
21. Approved by: Signature of office holder, department head, or designee approving request
22. Date of Approval for Payment

TRAVEL VOUCHER

Jackson County Government



Voucher Date:

January 16, 2017 1

Purpose of Travel: 2

To attend Public Official's Conference in Washington DC from
January 9-13, 2017.

Traveler's Name and Address:

John Doe
123 Main Street
Carbondale, IL 62901

Department/Agency:

4

State's Attorney's Office

5 Date	6 Departed from	7 Arrived at	8 Auto Mileage			9 Transportation			10 Lodging			11 Meals or Per Diem			12 Other Expense			13 Line Totals		
			Place A	Time B	Place A	Time B	# Miles	@ <u>55</u> State Rate	Type	B Amount	Type	B Amount	Type	A Amount	B Amount	Type	A Amount	B Amount		
2017																				
Jan 8	Carbondale	7:30 am	St. Louis	9:30 am			80	\$44.00	Airfare	\$195	\$200	\$28	Airport Shuttle	\$20	\$487					
Jan 9										\$200	\$28		Conference Fee	\$500	\$728					
Jan 10										\$200	\$28				\$228					
Jan 11										\$200	\$28				\$228					
Jan 12										\$200	\$28				\$228					
Jan 13	St Louis	7:00 pm	Carbondale	9:00 pm			80	\$44.00	Airfare	\$195	\$28		Airport Parking	\$100	\$367					
																Total 15	\$2,266			
																Expenses				
																Less 16				
																Prepaid Expenses	-1,890			
																17 Amount Requested	\$376			

Notes: Departed home in Carbondale at 7:30 a.m. in personal vehicle en route to St. Louis Airport on 01/08/17. Took flight to Washington DC to attend Public Official's Conference beginning on 01/09/17. Took airport shuttle to Washington, DC. Lodged at Hyatt Hotel from 01/08/17 through 01/13/17 (five nights) and attended conference. Took free shuttle to Washington Airport for flight to St. Louis on 01/13/17. Paid airport parking fee and drove personal vehicle to home in Carbondale.

Airfare, hotel, and conference fees were paid in advance. 14

Traveler's Signature: *Jane Doe* 18

Amount Approved: \$376 20

21

Approved by: *John Hancock*

Date: 01/16/17 19

Date: 01/20/17 22

Signature of Approving Agent