

ORDINANCE 2009

09-01

A ordinance to amend Ordinance Regulating Development in the Floodplain Areas, Section 4 and 5 moving the duties of administration from the Chief County Assessment Office to the Emergency Management Agency Officer

09-02

An ordinance granting the nonexclusive franchise to Mediacom Illinois, LLC, to build, construct, operate and maintain a cable television system for the distribution of audio, video, and other services in, under, and over public rights of way in Jackson County, Illinois, a unit of local government

09-03

County of Jackson establishing road weight limit restrictions on the County Highways

09-04

An altered speed zone of 45mph for a portion of West Harrison Rd. beginning 0.25 mile west of Illinois Business Route 13 extending westerly to Stave Mill Road for a total distance of approximately 1.75 miles

09-05

An altered speed zone of 40 mph for a portion of West Harrison Rd./Mt.Joy Rd. beginning at Stave Mill Road extending westerly to Marina Road for a total distance of approximately 2.60 miles

09-06

Fee changes to the 2009 Food Service

09-07

Fee changes to the 2009 Sewage Disposal Ordinances

09-08

An ordinance amending the Waste Management Ordinance

09-09

An ordinance providing for making the annual tax levy for Jackson County, Illinois for the Year December 1, 2009 through November 30, 2010

ORDINANCE NO. 09 - 1

AN ORDINANCE AMENDING JACKSON COUNTY'S ORDINANCE  
REGULATING DEVELOPMENT IN FLOODPLAIN AREAS

WHEREAS, Jackson County has in place an ordinance regulating development in floodplain areas (Ordinance No. 08-3, adopted by the Jackson County Board on April 9, 2008); and

WHEREAS, the Jackson County Board desires to change the county official responsible for administering the ordinance from the Chief County Assessment Officer to the Jackson County Emergency Management Agency; and

WHEREAS, the present amendment is not intended to repeal, abrogate, or impair Ordinance No. 08-3, in any way, or affect any decision(s) or action(s) made by virtue of the authorities and duties given in the ordinance.

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

1. Jackson County County Ordinance No. 08-3 is amended by substituting every instance found of "Chief County Assessment Officer" for the "Jackson County Emergency Management Agency".
2. The present amendment is not intended to repeal, abrogate, or impair Ordinance No. 08-3, in any way, or affect any decision(s) or action(s) made by virtue of the authorities and duties given in Ordinance 08-3.
3. Ordinance No. 08-3 shall be amended to reflect the changes herein and reprinted in that form. The Chairman is authorized to sign the reprinted document.
4. The amendment shall be effective immediately.

ADOPTED BY THE JACKSON COUNTY BOARD AT ITS REGULAR MONTHLY MEETING THIS 11<sup>th</sup> DAY OF MARCH, 2009.

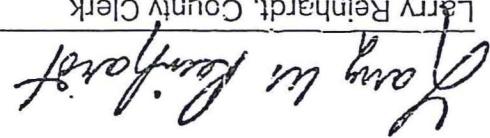
By its Chairman,



John Evans

SEAL

Larry Reinhardt, County Clerk



ATTEST:

ORDINANCE NO. 09 - 02

**AN ORDINANCE GRANTING A NONEXCLUSIVE FRANCHISE TO  
MEDIACOM ILLINOIS, LLC, TO BUILD, CONSTRUCT, OPERATE AND MAINTAIN  
A CABLE TELEVISION SYSTEM FOR THE DISTRIBUTION OF AUDIO, VIDEO,  
AND OTHER SERVICES IN, UNDER, AND OVER PUBLIC RIGHTS OF WAY IN  
JACKSON COUNTY, ILLINOIS, A UNIT OF LOCAL GOVERNMENT (COUNTY)**

WHEREAS, there exists between the parties above a franchise for the provision of certain cable television services. The existing franchise is Jackson County Ordinance 92-07, dated July 8, 1992; and its assignment Ordinance 01-17 dated June 13, 2001; and its extension Resolution 07 - 17 dated August 8, 2007; and

WHEREAS, the present franchise ordinance is intended to supplant all prior franchise ordinances between the County and Mediacom Illinois, LLC. Nothing, however, from this ordinance's passage is intended to change, void, supercede, affect any decision, right, action, or privilege taken or relied upon resulting or arising from the prior franchise between the parties; and

WHEREAS, the County intends, by the implementation of this Franchise, to bring about the development, continual improvement, and operation of a cable communications system. Such a development can contribute significantly to the communications needs and desires of the citizens of Jackson County, Illinois. Further, the County may achieve better utilization and improvement of public services with the development and operation of a cable communications system; and

WHEREAS, the county board deems that the franchise ordinance is in the best interests of the County and its citizens and residents.

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

**SECTION 1. NAME OF ORDINANCE.**

This Ordinance shall be known and may be cited as the "Mediacom Illinois, LLC Cable Television Ordinance". No person shall construct, operate or maintain any Cable Television System upon, over, under, along, across or above, any public way (road, street, alley or sidewalk) or public property except by permission and consent of the County.

**SECTION 2. DEFINITIONS.**

Terms. For the purpose of this Ordinance, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

"Additional or Other Services" shall mean any or all of the following, which are offered in addition to Basic Service and for which an additional charge is made beyond the charge for basic subscriber services: (i) Video services such as premium service, pay-per-view services, cablecast video advertising messages, pay television signals, any secure channel, or any other programming for which a per-channel or per program charge is made; or any programming the audience of which is restricted; or (ii) Audio services such as retransmission of broadcast AM, FM or other radio signals, or the transmission of cablecast audio advertising messages; or (iii) Two-way Internet services or high speed cable on-line services; and related broadband and telecommunication services, provided such online services are considered cable services under the applicable law and regulations.

"Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership with Grantee.

"Basic Cable" is the tier of service regularly provided to all subscribers that includes the retransmission of local broadcast television signals.

"Cable Service" means (i) the one-way transmission to subscribers of video programming or other programming service including, without limitation, two-way internet and high speed modem services, and (ii) subscriber interactions, if any, which is required for the selection of such Video Programming or any other lawful communication service, and (iii) related broadband and telecommunication services.

"Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment or other communications equipment that is designed to provide Cable Service and other service to subscribers.

"CTC" means the Jackson County Cable Television Committee or Commission.

"FCC" means Federal Communications Commissions, established by the Communications Act of 1934, as amended, and shall include any successor agency with respect to federal regulation and licensing in connection with the subject matter of this Ordinance.

"Franchise" shall mean the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the Cable System for the purpose of offering Cable Service or other service to Subscribers.

"Franchising Authority" means the County of Jackson or the lawful successor, transferee, or assignee thereof.

"Grantee" means Mediacom Illinois, LLC, or the lawful successor, transferee, or assignee thereof.

"Gross Revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the Grantee for the operation of a cable or video system to provide cable service or video service within the Grantee's cable service or video service area within the local unit of government's jurisdiction.

(1) Gross revenues shall include the following:

- (i) Recurring charges for cable service or video service.
- (ii) Event-based charges for cable service or video service, including, but not limited to, pay-per-view and video-on-demand charges.
- (iii) Rental of set top boxes and other cable service or video service equipment.
- (iv) Service charges related to the provision of cable service or video service, including but not limited to activation, installation, and repair charges.
- (v) Administrative charges related to the provision of cable service or video service, including but not limited to service order and service termination charges.
- (vi) Late payment fees or charges, insufficient funds check charges, and other charges assessed to recover the costs of collecting delinquent payments.
- (vii) A pro rata portion of all revenue derived by the Grantee 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 Grantee's network to provide cable service or video service within the local unit of government's jurisdiction. The allocation shall be based on the number of subscribers in the local unit of government divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.
- (viii) Compensation received by the holder that is derived from the operation of the Grantee's network to provide cable service or video service with respect to commissions that are received by the Grantee as compensation for promotion or exhibition of any products or services on the Grantee's network, such as a "home shopping" or similar channel, subject to subsection (b)(ix).
- (ix) 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 Grantee's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Grantee can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- (x) The franchise fee permitted by this Franchise.

(2) Gross revenues do not include any of the following:

- (i) Revenues not actually received, even if billed, such as bad debt, subject to part 1 (vi) above.
- (ii) Refunds, discounts, or other price adjustments that reduce the amount of gross revenues received by the Grantee to the extent the refund, rebate, credit, or discount is attributable to cable service or video service.
- (iii) 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 telecommunications services, information services, or the provision of directory or Internet advertising, including yellowpages, white pages, banner advertisement, and electronic publishing or any other revenues attributed by the Grantee to non-cable service or non-video service in accordance with the Grantee's books and records and records kept in the regular course of business and any applicable laws, rules, regulations, standards, or orders.
- (iv) The sale of cable services or video services for resale in which the purchaser is required to collect the franchise fee from the purchaser's subscribers to the extent the purchaser certifies in writing that it will resell the service within the local unit of government's jurisdiction and pay the franchise fee with respect to the service.
- (v) Any tax or fee of general applicability imposed upon the subscribers or the transaction by a city, State, federal, or any other governmental entity and collected by the Grantee and required to be remitted to the taxing entity, including sales and use taxes.
- (vi) Security deposits collected from subscribers.
- (vii) 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 Grantee 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 Grantee has the effect of evading the payment of the franchise fee permitted by this Franchise which would otherwise be paid by the cable service or video service.

(4) All determinations and computations under this Section shall be made pursuant to the definition of gross revenues set forth in this Section, and shall be made pursuant to generally accepted accounting principles.

"Person" means an individual, partnership, association, joint stock company, trust corporation, or governmental entity.

"Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to,

public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing or transmitting Grantee's Cable Service or other service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

"Service Area" means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means. For the purpose of the Franchise herein granted, the service area is restricted to the specific geographic area granted under this Franchise Ordinance.

"Service Tier" means a category of Cable Service or other services, provided by Grantee and for which a separate charge is made by Grantee.

"Subscriber" means a person or user of the Cable System who lawfully receives Cable Services or other service therefrom with Grantee's express permission.

"Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

### **SECTION 3. GRANT OF FRANCHISE**

**3.1 Grant.** The County of Jackson, the Franchising Authority, hereby grants to Grantee a non-exclusive franchise which authorizes the Grantee to construct and operate a Cable System and offer Cable Service and other services in, along, among, upon, across, above, over, under or in any manner connected with Public Ways within the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System.

The Franchise Area or Service Area is generally defined as that area previously approved for franchise grant before the Jackson County Cable Television Committee (CTC) and Jackson County Board and commonly known as the Harrison Area North of Murphysboro, a portion of Illinois Route 149 Northeast of Murphysboro, the Midland Hills and Spring Arbor Area both south of Carbondale along and between U.S. 51 and Giant City Road

respectively and Carbondale Mobile Home Park on Route 51 North of Carbondale, as delineated in the map attached hereto and by reference made a part hereof. Grantee shall provide to the Franchising Authority or its designee updated maps of Grantee's Service Area whenever there has been a change to the service area.

Nothing herein shall be deemed to create or waive the right of the Franchising Authority to adopt by resolution such reasonable application and other administrative procedures and fees as are deemed necessary and desirable for efficient administration of this franchise, including requirements regarding permits fees to be paid or manner of construction provided, however, that any such application and other administrative procedures and fees do not materially alter and impair the rights and obligations of the Grantee hereunder, do not unduly discriminate against cable, and are adopted pursuant to the lawful police powers of the Franchising Authority.

This franchise agreement is granted pursuant to County Ordinance, Sections 5-1095 and 5-1096 of the Counties Code, United States and State Law, and as may be amended from time to time. The requirements set forth in the laws and authorities enumerated in the preceding sentence are additional requirements to the requirements set forth in this franchise ordinance. Priority of interpretation shall be given to this franchise ordinance, where inconsistencies exist between the provisions of this franchise ordinance and other provisions or requirements of applicable law.

Nothing in this Franchise shall affect the right of the Franchising Authority to grant to any other person a franchise or right to occupy and use the streets, public ways or public places or any part thereof for the erection, installation, construction, reconstruction, operation, maintenance, dismantling, testing or repair or use of cable communications within the Service Area. In the event the Franchising Authority grants additional franchise(s), such franchise(s) shall contain substantially the same terms and conditions as contained in this Franchise herein.

In the event the Cable Communications Policy Act of 1984, as amended, is further modified or amended in any manner, or the FCC alters or modifies any regulation relating to cable communications, or there is a change in any applicable state or federal law which may affect any provision(s) of this Franchise, such provision(s) shall remain in effect only as allowed under the new law or regulation, or until the Franchising Authority and Grantee amend this Franchise.

**3.2 Term.** The Franchise granted pursuant to this Ordinance shall be for a term of ten (10) years from the effective date of the Franchise as set forth in section 3.3, unless otherwise lawfully terminated in accordance with the terms of this Ordinance.

**3.3 Acceptance: Effective Date.** This Ordinance shall become effective upon acceptance and execution by the County and Grantee. When accepted by Grantee, this Ordinance shall be and become a valid and binding contract between the County and the Grantee.

#### SECTION 4. POLICE POWER

At all times during the term of this franchise, Grantee shall be subject to all lawful exercise of the police power of the County. The right is hereby reserved to the County to adopt, in addition to the provisions herein contained and any other existing applicable ordinances, such additional applicable ordinances as it shall find necessary in the exercise of its police power; provided, however, that such additional ordinances shall be reasonable, shall not conflict with or substantially alter the rights granted herein, and shall not conflict with state or federal laws or the rules, regulations and policies of the Federal Communications Commission.

#### SECTION 5. LIABILITY - INDEMNIFICATION - INSURANCE

(a) Damages. The Grantee shall pay, and by its acceptance of this authority, does specifically agree that it will pay all damages and penalties, which the County legally may be required to pay as a result of granting this franchise. These damages or penalties shall include, but shall not be limited to: Damages arising out of copyright infringement, defamation, unauthorized taking, antitrust and royalty payments; any and all damages, including personal injury, death and property damages, arising out of the installation, operation or maintenance of the system authorized hereby. Provided, however, that this indemnification does not extend to causes of actions arising solely from the actions of the County, its officers and employees and for which Grantee has no responsibility. And further provided that the County shall be liable for damages to the equipment and facilities of the Grantee, which are the result of negligent or deliberate acts of employees of the County.

(b) Expenses of Litigation. Grantee shall pay and by its acceptance hereof specifically agrees that it will pay all expenses incurred by the County in defending itself with regard to all damages and penalties mentioned in Subsection 5(a) for which Grantee has any responsibility, including expenses of investigation, except causes of action arising solely from the actions of the County, its officers and employees and for which Grantee has no responsibility. These expenses include all out-of-pocket expenses, such as attorney fees, providing Grantee shall have exclusive right to retain counsel of its choice, and shall include also the reasonable value of any services rendered by the County Attorney or his assistant(s) or any employees of the County.

(c) Insurance. Grantee shall maintain, and by acceptance hereof specifically agrees that it will maintain, throughout the term of this authority and grant, liability insurance insuring the Grantee and the County (the County to be a named insured) with respect to all damages mentioned in Subsection 5(a), in the following minimum amounts:

- (i) One Million and no/100 Dollars (\$1,000,000.00) for property, bodily injury, or death resulting from any one accident;
- (ii) Three Million and no/100 Dollars (\$3,000,000.00) for umbrella; and

(iii) Workmen's Compensation Insurance as required by all applicable Federal, State, Maritime or other laws, including Company's Liability, with a limit commensurate with State law.

(d) Casualty. Grantee shall keep the system and system facilities continuously insured against such risks as customarily are insured against by businesses of like size and type.

(e) Co-insurance. Grantee shall, upon written request by the County, have the County included as additional insured on all policies required by this Section above. All such policies will state the issuing insurance company will not cancel them without at least ten days prior notice to the Grantee and the Grantor.

## SECTION 6. STANDARDS OF SERVICE

6.1 Construction, Operation and Maintenance. The Grantee shall establish, construct, operate and maintain the System in the strict compliance with all applicable laws, ordinances, rules and regulations of the County, adopted pursuant to the lawful police powers of the Franchising Authority and provided, however, that any such laws, ordinances, rules or regulations of the County, as they exist now or are amended in the future, do not materially alter or impair the rights and obligations of the Grantee hereunder, and do not unduly discriminate against cable.

6.2 Conditions of Street Occupancy. All transmission and distribution structures, poles, other lines, and equipment installed or erected by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of said Public Ways.

6.3 Restoration of Public Ways. If during the course of Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by Grantee, it shall, at its expense, and in a manner approved by the County Board or County Engineer, replace and restore such Public Way in as good a condition as the condition of the Public Way existing immediately prior to such disturbance.

6.4 Relocation at Request of Franchising Authority. Upon its receipt of reasonable advance notice, not to be less than ten (10) business days, the Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of the Grantee when lawfully required by Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change of establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by the Franchising Authority; but, the Grantee shall in all cases have the right of abandonment of its property. If public funds are available to any company using such street, easement, or right of way for the purpose of defraying the cost of any of the foregoing, such funds shall also be made

available to the Grantee.

6.5 Relocation at Request of Third Party. The Grantee shall, on the request of any person, temporarily raise or lower its wires to permit the moving of a building or other structure, provided: (a) the expense of such temporary raising or lowering of wires is paid by said person, including, if required by the Grantee, making such payment in advance; and (b) the Grantee was given not less than thirty (30) days advance written notice to arrange for such temporary wire changes.

6.6 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Service Area so as to prevent branches from coming in contact with the Grantee's wires, cables, or other equipment. Grantee shall be permitted to charge persons who own, or are responsible for, such trees or natural growth for the cost of such trimming, provided that similar charges are assessed by and paid to the utilities or the Franchising Authority for tree trimming. The Grantee shall reasonably compensate the Franchising Authority or property owner for any damages caused by such trimming, or shall, in its sole discretion and at its own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction of the System undertaken by Grantee. At the option of the County Engineer or other duly authorized highway authority, such trimming may be done by it or under its supervision and direction at the expense of the Grantee.

6.7 Use of Grantee's Equipment by Franchising Authority. Subject to any applicable state or federal regulations or tariffs, the Franchising Authority shall have the right to make additional use, for any public purpose, or any poles or conduits controlled or maintained exclusively by or for the Grantee in any Public Way; provided that: (a) such use by the Franchising Authority does not interfere with a current or future use by the Grantee; (b) the Franchising Authority holds the Grantee harmless against and from all claims, demands, costs, or liabilities of every kind and nature whatsoever arising out of such use of said poles or conduits, including but not limited to, reasonable attorneys' fees and costs; and (e) at Grantee's sole discretion, the Franchising Authority may be required either to pay a reasonable fee or otherwise reasonably compensate Grantee for the use of such poles, conduits, or equipment; provided, however that Grantee agrees that such compensation or charge shall not exceed those paid by it to public utilities pursuant to the applicable pole attachment agreement, or other authorization, relating to the Service Area.

6.8 Safety Requirements. Construction, installation, and maintenance of the Cable system shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable FCC or other federal, state and local regulations. The Cable system shall not unreasonably endanger or interfere with the safety of persons or property in the Service Area.

6.9 Aerial and Underground construction. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public entities providing telephone communications and electric services are underground, the Grantee

likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In those areas of the Service Area where the transmission or distribution of facilities of the respective public utilities providing telephone communications, and electric services are both aerial and underground the Grantee shall place its cables, wires, or other like facilities underground to the extent that existing technology reasonably permits the Grantee to do without technical degradation of the Cable System's signal quality and unless in the opinion of the CTC of the county it is determined, upon application of Grantee, that same would create an unreasonable economic hardship to Grantee. Nothing contained in this Section shall require Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this Section, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Ordinance, Grantee shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground. Grantee shall, weather permitting, bury all cable system lines, cable, and equipment, that are normally buried or intended to be buried, within ten (10) business days after installation by the Grantee.

6.10 Required Extensions of Service. The Cable System, as constructed as of the date of the passage and final adoption of this Ordinance, substantially complies with the material provisions hereof. Grantee is hereby authorized to extend the Cable System as necessary, or desirable, or as required pursuant to the terms or hereof within the Service Area. Whenever Grantee shall receive a request for service from at least seven (7) homes within 1320 cable-bearing strand feet (one-quarter cable mile), or 14 homes within 2640 feet (one-half cable mile), or 21 homes within 3960 feet (three-quarter cable mile), or 28 homes within 5260 feet (one cable mile) of its trunk or distribution cable, it shall extend its Cable System to such homes at no cost to said Subscribers for system extension, other than the usual connection fees for all Subscribers: provided that such extension is technically feasible, and if it will not adversely affect the operation, financial condition, or market development of the Cable System, or as provided for under section 6.11 of this Ordinance.

6.11 Subscriber Charges for Extensions of Service. No Subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as a Subscriber's request to locate his cable drop underground, existence of more than one hundred fifty (150) feet of distance from distribution cable to connection of service to Subscribers, or a density of less than the amounts stated in section 6.10, Cable Service or other service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor, and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by Grantee and Subscribers in the area in

which Cable Service may be expanded, Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of potential Subscribers per 1320 cable-bearing strand feet of its trunks or distribution cable, and whose denominator equals seven. Potential Subscribers will bear the remainder of the construction and other costs on a pro rata basis. Grantee may require that the payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance.

6.12 Service to Public Buildings. The Grantee shall provide without charge one (1) outlet of Basic Service to the Franchising Authority's office building(s), fire stations(s), police station(s), and public school building(s) that are passed by its Cable System. The outlets of Basic Service shall not be used to distribute or sell Cable Services in or throughout such buildings: nor shall such outlets be located in common or public areas open to the public. Users of such outlets shall hold Grantee harmless from any and all liability or claims arising out of their use of such outlet, including but not limited to, those arising from copyright liability. Notwithstanding anything to the contrary set forth in this franchise ordinance, the Grantee shall not be required to provide an outlet to such buildings where the drop line from the feeder cable to said buildings or premises exceeds three hundred (300) cable feet, unless it is technically feasible and so long as it will not adversely affect the operation, financial condition, or market development of the Cable System to do so, or unless the appropriate governmental entity agrees to pay the incremental cost of such drop line in excess of 300 cable feet. In the event that additional outlets of Basic Service are provided to such buildings, the building owner shall pay the usual installation fees associated therewith, including, but not limited to, labor and materials. Upon request of Grantee, the building owner may also be required to pay the service fees associated with the provision of Basic Service and the additional outlets relating thereto.

6.13 Safety. The system shall not endanger or interfere with the safety of persons or property in the franchise area, or in other areas in which Grantee may have equipment activated or situated.

6.14 Antenna Installation. Any antenna structure used in the system shall comply with construction, marking and lighting of antenna structures, as may be required by any and all applicable laws and regulations.

6.15 Federal and State OSHA Requirements. All working facilities and conditions existing during construction, installation and maintenance of the system shall comply with the standards of the Federal and State Occupational Safety and Health Administration.

6.16 Additional Requirements. Grantee shall at all times comply with the following:

1. National Electric Safety Code (National Bureau of Standards), as existing and as subsequently amended.
2. National Electric Code (National Bureau of Fire Underwriters), as existing and

as subsequently amended.

3. Bell System Code of Pole Line Construction, as existing and as subsequently amended.
4. Applicable Federal Communications Commission or other federal, state and local regulations and codes, as existing and as subsequently amended.

6.17 Signal Leakage. Grantee shall monitor signal leakage performance and comply with signal leakage standards as outlined in the Federal Communications Commission Rules and Regulations.

6.18 Tests. Tests and measurements to insure compliance with technical standards shall be performed by the Grantee, in a manner that is consistent with the provisions and standards of the Federal Communications Commission, as amended from time to time. Results of all tests and measurements required to be taken by the Grantee shall be recorded, maintained and made available to the County upon request.

6.19 Maintenance. Grantee shall put, keep and maintain all parts of the system in good condition throughout the entire period of the franchise. Grantee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible.

6.20 Signal Interference. Grantee shall not allow its Cable Television System to interfere with television reception of persons not served by Grantee, nor shall the system interfere with, obstruct or hinder in any manner the operation of the various utilities serving the residents within the confines of the County.

6.21 FCC Rules and Regulations. Grantee shall maintain at a minimum, throughout the lifetime of this franchise, the technical standards and quality of said service set forth by Federal Communications Commission Rules and Regulations and Grantee will at its sole expense update and improve its system.

## SECTION 7. THE SYSTEM.

The Cable Television System permitted and required to be installed and operated hereunder shall:

(a) Be operated in conformance with state and federal laws and with the Federal Communications Commission Technical Standards, as from time to time amended. Should there be any modifications of the provisions of said Standards which are inconsistent with the franchise hereby granted, this Ordinance shall be amended so as to conform to such modifications.

(b) Additional requirements:

Throughout the term of this Ordinance, including during the construction phase and thereafter, Grantee shall maintain current, up to date maps and plans of the entire system and shall file the same with the County promptly if requested by the County. Where underground installations are involved, the County will not be responsible for damage to such underground facilities until the maps and plans of the system, in the hands of the County, have been updated to show such underground installations. Maps and plans provided to the County shall be at the expense of the Grantee.

(c) Technical standards:

The Cable Television system will be designed, installed, maintained and tested to conform to the technical performance specifications of the Federal Communications Commission.

## SECTION 8. REGULATION BY FRANCHISING AUTHORITY

### 8.1 Franchise Fee.

A. Grantee shall pay to the Franchising Authority a franchise fee equal to five percent of Gross Revenues (as defined in Section 2 of this franchise) received by Grantee from the operation of the Cable System on an annual basis; provided, however, that Grantee may credit against any such payments any tax, fee, or assessment of any kind imposed by Franchising Authority or other governmental entity on a cable operator, or subscriber, or both, solely because of their status as such. For the purpose of this section, the 12-month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year, unless otherwise agreed to in writing by the Franchising Authority and Grantee. The franchise fee payment shall be due and payable ninety (90) days after the close of the preceding calendar year. Each payment shall be accompanied by a statement under oath from an official or representative of the Grantee having the requisite knowledge to make such a statement, certifying the gross revenue upon which the payment is based and showing the basis for the computation. In no event, shall the franchise fee payments required to be paid by Grantee exceed five percent of Gross Revenues received by Grantee in any 12-month period.

B. Annual Report. Within ninety (90) days of the end of the fiscal year of the Grantee, the Grantee shall file with the Franchising Authority an annual report prepared and certified by an officer of Grantee who is also a certified public accountant showing the total revenues of the Grantee from the System for the report period. The Franchising Authority may at its own cost order an independent audit of Grantee's books and records.

C. Limitation on Franchise Fee Actions. The period of limitation for recovery of any franchise fee payable hereunder shall be five (5) years from the date on which payment by the Grantee is due. Unless within five (5) years from and after said payment due date the Franchising Authority initiates a lawsuit for recovery of such franchise fees in

a court of competent jurisdiction, such recovery shall be barred and the Franchising Authority shall be estopped from asserting any claims whatsoever against the Grantee relating to any such alleged deficiencies.

**8.2 Renewal of Franchise.** The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of applicable laws.

In addition to the procedures set forth in the preceding paragraph, the Franchising Authority agrees to notify Grantee of its preliminary assessments regarding the identity of future cable service-related community needs and interests, as well as, the past performance of Grantee under the then current Franchise term. The Franchising Authority further agrees that such preliminary assessment shall be provided to the Grantee prior to the time required by law. Notwithstanding anything to the contrary set forth in the preceding paragraph, the Grantee and Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof. The Grantee and the Franchising Authority consider the terms set forth in this section to be consistent with the express provisions of all applicable laws and regulations.

**8.3 Conditions of Sale.** Except to the extent expressly required by federal or state law, if a renewal or extension of Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership to the Cable System to another party, any such acquisition or transfer shall be at a fair market value, determined on the basis of the Cable System valued as a going concern.

In the case of a lawful revocation of the franchise, revocation of the Franchise shall be effective no earlier than six (6) months after the effective date of the Ordinance or resolution providing for such revocation. At the sole discretion of the Franchising Authority the Franchising Authority may allow the Grantee to transfer or assign its Cable system to a qualified third party in compliance with the provisions of applicable laws and ordinances, rather than requiring the Grantee to remove the Cable System and the Franchising Authority shall authorize, during such a period of time, the Grantee to continue to operate pursuant to the terms of its prior Franchise but in no event, shall such authorization exceed a period of time greater than six (6) months from the effective date of such revocation. If, at the end of that time, Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority Grantee and Franchising Authority may avail themselves any rights they may have pursuant to federal, state law or ordinance. Grantee's continued operation of its Cable System during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

8.4 Transfer of Franchise. Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an Affiliate, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Grantee in the Franchise or Cable System in order to secure indebtedness.

#### SECTION 9. CUSTOMER SERVICE CENTER - CUSTOMER SERVICE STANDARDS.

A. The Grantee shall comply with the Illinois Cable and Video Customer Protection Law, and as may be amended from time to time, 220 ILCS 5/70-501 *et. seq.*

B. At the request of the Franchising Authority, Grantee shall mail out no more than twice each year to its Subscribers any notices or information pertaining to the Franchise from the Franchising Authority. Such notices or information shall not exceed one page.

C. Grantee shall continue to maintain and provide a local customer service center within Jackson County; and be open during normal business hours.

#### SECTION 10. COMPLIANCE AND MONITORING

10.1 Testing for Compliance. In addition to the performance monitoring regulations and requirements set forth in this Ordinance and other laws and regulations, the Franchising Authority may perform technical tests of the Cable System during reasonable times and in a manner which does not unreasonably interfere with the normal business operations of the Grantee or the Cable System in order to determine whether or not the Grantee is in compliance with the terms hereof and applicable state or federal laws. Except in emergency circumstances, such tests may be undertaken only after giving Grantee reasonable notice thereof, not to be less than two (2) business days, and providing a representative of Grantee an opportunity to be present during such tests. In the event that such testing demonstrates that the Grantee has substantially failed to comply with a material requirement hereof, the reasonable costs of such tests shall be borne by the Grantee. In the event that such testing, demonstrates that Grantee has substantially complied with such material provisions hereof, the cost of such testing shall be borne by the Franchising Authority. Except in emergency circumstances, the Franchising Authority agrees that such testing shall be undertaken no more than two (2) times a year in the aggregate, and that the results thereof shall be made available to the Grantee upon Grantee's request.

10.2 Books and Records. The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee and no more than once annually, may review such of its books and records, during normal business hours and on a nondisruptive basis, as is reasonably necessary to monitor compliance with the terms hereof. Such records shall include, but shall not be limited to, any public records required

to be kept by the Grantee pursuant to the rules and regulations of the FCC. Subject to the requirements of the Open Meetings Act and the Freedom of Information Laws, notwithstanding anything to the contrary set forth herein, Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature.

10.3 Protection of Subscriber Privacy. Grantee shall not be required to meet any subscriber privacy provisions in excess of those set out by law.

#### SECTION 11. PREFERENTIAL OR DISCRIMINATORY PRACTICES.

Grantee shall not, except as may be permitted by applicable law, discriminate as to rates, charges, services, service facilities, rules, regulations or in any other respect, make or grant any preference or advantage to any person. Nothing herein shall be construed to limit Grantee in marketing its services by using promotions or rebates to customers.

#### SECTION 12. UNLAWFUL ACTS.

It shall be unlawful for any person to:

(a) Make any unauthorized connection, whether physically, electrically, acoustically, inductively or otherwise, with any part of Grantee's cable television signals, radio signals, pictures, programs, sounds or any other information or intelligence transmitted over Grantee's cable system without payment to Grantee or its approved successors, assigns or lessees.

(b) Without the consent of the Grantee, willfully tamper with, remove or injure any cable, wire or other equipment used for the distribution of television signals, radio signals, pictures, programs, sounds or any other information or intelligence transmitted over the Grantee's cable system.

#### SECTION 13. GRANTEE'S REMEDIES FOR NONPAYMENT OF SUBSCRIBER FEES - COMPLAINTS - REQUESTS FOR SERVICE.

(a) Grantee has the right to use normal methods of collection of amounts owned by a subscriber, at its sole discretion, including disconnection of services for nonpayment of subscriber fees and may bring action in any court to recover unpaid fees and any other damages caused by any Subscriber.

(b) Grantee shall respond to and resolve Subscriber's complaints or request for service in connection with repairs and maintenance and malfunctions of system facilities. Grantee shall respond to and correct such complaints or requests as soon as possible after receipt of the complaint or request for service. Grantee may however, charge for a service call when such service call proves to be customer related as opposed to system related. Customer related problems are those arising from but not limited to equipment owned by the customer or, equipment owned by the Grantee, which has been damaged by the

negligent or deliberate acts of the customer. System related refers to the deficiency in or failure of any equipment owned by the Grantee, whether or not leased to any customer.

#### SECTION 14. TERMINATION.

(a) In addition to all other rights and powers of the County by virtue of this Ordinance, or otherwise, the County reserves the right to terminate and cancel this franchise and all rights and privileges of the Grantee arising hereunder, in the event that the Grantee:

- (i) Violates any material provision of this authority or any rule, order or determination of the County Council made pursuant to this authority, except where such violation (other than provisions concerning transfer without prior County Council approval) is beyond the control of the Grantee, or is in the process of being corrected by Grantee;
- (ii) Becomes insolvent, or is unable or unwilling to pay its debts, or is adjudged bankrupt, or placed in receivership, or is no longer authorized to do business in the State of Illinois.
- (iii) Attempts to dispose of any of the facilities or property of its system in violation of the terms of this authority;
- (iv) Attempts to evade any of the material provisions of this authority or practices any fraud or deceit upon the County;
- (v) Is found to have misrepresented any material fact in its application; and

(b) In the event that the County believes that the Grantee has not complied with any material term of the Franchise, the County shall notify the Grantee in writing of the exact nature of such alleged noncompliance.

(c) The Grantee shall have thirty (30) days from receipt of the notice described in sub-section 14(b): (A) to respond to the County, contesting the assertion of such noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of such default, it cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the County of the steps being taken and the projected date that they will be completed.

(d) In the event that the Grantee fails to respond to the notice described in subsection 14(b) pursuant to the procedures set forth in subsection 14(c), or in the event that the alleged default is not remedied within thirty (30) days of the date projected pursuant to 14(c)(C) above, if it intends to continue its investigation into the default, then the County shall schedule a public hearing. The County shall provide the Grantee at least

ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the Grantee the opportunity to be heard.

(e) Subject to applicable federal and state law, in the event the County, after the hearing set forth in subsection 14(d) determines that the Grantee is in material default of any provision of the Franchise, the County may:

- A. Commence an action at law for monetary damages or seek other equitable relief; or
- B. In the case of repeated or ongoing substantial non-compliance with a material term or terms of the Franchise, seek to revoke the Franchise in accordance with subsection 14(f).

(f). Should the County seek to revoke the Franchise after following the procedures set forth in subsections 14(a) through 14(e) above, the County shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of the repeated or ongoing substantial noncompliance with a material term or terms of the franchise. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the County has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The County shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the County, to compel the testimony of other persons as permitted by law, and to question witnesses. A complete verbatim record and transcript shall be made of such hearing.

Following the hearing, the County shall determine whether or not the Franchise shall be revoked. If the County determines that the Franchise shall be revoked, the County shall promptly provide Grantee with its decision in writing. The Grantee may appeal such revocation determination of the Franchising Authority to an appropriate court which shall have the power to review the decision of the County *de novo*. Both parties shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Grantee's receipt of the determination of the County.

## SECTION 15. FORCE MAJEURE

The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and

control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached.

#### **SECTION 16. PREEMPTION.**

If the FCC, or any other federal or state body or agency shall now or hereafter exercise any paramount jurisdiction over the subject matter of the Franchise, then to the extent such jurisdiction shall preempt and supercede or preclude the exercise of the like jurisdiction by the Franchising Authority, the jurisdiction of the Franchising Authority shall cease and no longer exist.

#### **SECTION 17. ACTIONS OF FRANCHISING AUTHORITY.**

In any action by the Franchising Authority or representative thereof mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

#### **SECTION 18. NOTICE.**

Unless expressly otherwise agreed between the parties, every notice or response to be served upon the Franchising Authority or Grantee shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a Post Office or branch thereof regularly maintained by the U.S. Postal Service.

The notices or responses to the Franchising Authority shall be addressed as follows:

Jackson County Board Office  
County of Jackson  
County Court House, First Floor  
Murphysboro, Illinois 62966

The notices or responses to the Grantee shall be addressed as follows:

Mediacom Illinois, LLC  
90 Main Street  
Benton, KY 42025

Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other.

### **SECTION 19. SEVERABILITY.**

If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.

### **SECTION 20. SUPERCEDE.**

The present franchise ordinance shall supplant all prior franchise ordinances between the County and Grantee. Nothing, however, from this ordinance's passage shall change, void, supersede, or affect any decision, right, action, or privilege taken or relied upon resulting or arising from the prior franchise between the parties.

### **SECTION 21. PERFORMANCE BOND**

The Grantee shall furnish to the County a performance bond issued by a bonding company, authorized to do business in Illinois, and acceptable to the County, which bond shall be in an amount determined by multiplying the number of subscribers in the franchise area by the unit cost of rendering service to each. Additional amounts may also be required whenever construction is performed by the Grantee in any public right of way or easement in an amount to be determined by the parties. The bond shall be conditioned upon the faithful performance by the Grantee of its obligations under the law. The Grantee may, at its option, and in lieu of a performance bond as set forth herein, establish a cash fund or irrevocable letter of credit in the amount set forth above. Grantee shall provide to the Franchising Authority appropriate proof that such bond or letter of credit is still current and has not lapsed.

PASSED AND APPROVED by the County Board at its regular monthly meeting this 8th day of April, 2009.

John Evans  
County Board Chairman

ATTEST:

  
\_\_\_\_\_  
Larry Reinhardt  
County Clerk

Dear John Evans, Chairman  
County of Jackson  
Jackson County Courthouse  
Murphysboro, Illinois 62966

Dear Chairman Evans:

Mediacom Illinois, LLC ("Mediacom") hereby accepts the terms and conditions of Ordinance No. \_\_\_\_\_, passed and approved the 8th day of April, 2008, and the franchise thereby granted. Mediacom further agrees to (i) comply with all provisions of the Ordinance and (ii) refrain from willfully doing any or all of the things prohibited by same.

Sincerely,

---

Mediacom Illinois, LLC

Dated \_\_\_\_\_, 2009.

STATE OF ILLINOIS )  
                  ) SS  
COUNTY OF JACKSON )

ORDINANCE 2009-03

AN ORDINANCE OF THE COUNTY OF JACKSON  
ESTABLISHING ROAD WEIGHT LIMIT  
RESTRICTIONS ON COUNTY HIGHWAYS

BE IT ORDAINED BY THE COUNTY BOARD OF JACKSON COUNTY, ILLINOIS:

**Weight Limits Restrictions on County Highways**

(a) Upon recommendation from the County Engineer that such postings are required to prevent unreasonable damage or extraordinary county maintenance expenses as a result of the State of Illinois passage of 80,000 pound weight limits on all roads and highways unless otherwise posted, vehicles weighing over 73,280 pounds gross weight and axles over 18,000 pounds are prohibited from using the following roads:

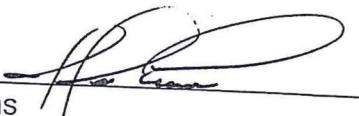
- (1) CH 1 (West Point Road) from Hog Hill Road to the Randolph County line
- (2) CH 2 (N. Mudline Road) from Structure 039-3236 on the Perry County line to a point 0.65 miles south of Beaucoup Road
- (3) CH 2 (S. Mudline Road) from Ava Road to Ripley Road
- (4) CH 3 (Kinkaid Stone Rd/Dry Hill Rd) from Kinkaid Stone Quarry to Illinois Route 151
- (5) CH 5 (Town Creek Rd) from Murphysboro City Limits to Illinois Route 3
- (6) CH 7 (Ava Road) from Illinois Route 4 to Illinois Route 13/127
- (7) CH 7 (Brick Plant Road) from Illinois Route 4 to the Randolph County line
- (8) CH 8 (Beaucoup Road) from Sugar Hill Road to Illinois Route 13/127
- (9) CH 8 (Elkville Road) from Illinois Route 13/127 to U.S. Route 51.
- (10) CH 11 (Dillinger Road) from North Marion Street to Reed Station Road
- (11) CH 11 (N. Marion Street) from Fisher Street to Dillinger Road
- (12) CH 12 (Giant City Road) from Dogwood Road to Church Road
- (13) CH 14 (Royalton Road) from U.S. Route 50 to the Franklin County line
- (14) CH 15 (Kimmel Bridge Road) Illinois Route 13/127 to Truax Traer Road
- (15) CH 16 (Union Hill Road) from Pleasant Hill Road to Cedar Creek Road
- (16) CH 17 (Cedar Creek Road) from Old Route 51 to the City of Carbondale's Cedar Lake Property
- (17) CH 20 (Hog Hill Rd/Rock Crusher Rd) from Kinkaid Stone Road to Illinois Route 3.
- (18) CH 22 (Grand Tower Road) from Illinois Route 3 to Market Street
- (19) CH 28 (Pomona Road) form Illinois Route 127 to Saddler Road
- (20) CH 30 (Boskeydell Road) from Old Route 51 to Giant City Road
- (21) CH 32 (Logan Hollow Road) from Illinois Route 3 to Dry Hill Road

(b) The county engineer shall cause appropriate signs identifying the prohibition to be installed at the entrances of all restricted roads as identified in subsection (a).

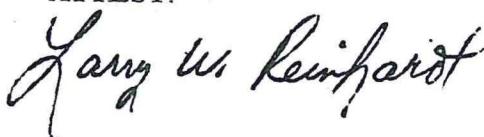
(c) That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed. Nothing herein shall effect any actions of Jackson County, its highway department, officials, employees, agents and contractors done in reliance on or under the authority of previous ordinances.

(d) That this Ordinance shall be in full force and effect after its passage and approval as provided by law.

ADOPTED BY THE COUNTY BOARD THIS 9 DAY OF Sept., 2009 A.D.

  
John Evans

ATTEST:



\_\_\_\_\_  
County Clerk

AN ORDINANCE FOR THE ESTABLISHMENT  
OF AN ALTERED SPEED ZONE

10-04

**IT IS HEREBY DECLARED** by the Board of Jackson County, Illinois, that the basic statutory vehicular speed limits established by Section 11-604 of the Illinois Vehicle Code are more than that considered reasonable and proper on the highway listed below for which Somerset 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 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 absolute maximum speed limit upon T.R.189 (West Harrison Road) as listed below shall be 45 m.p.h.

**A 45 mile per hour speed limit beginning 0.25 mile west of Illinois Business Route 13 extending westerly to Stave Mill Road for a total distance of approximately 1.75 miles.**

**BE IT FURTHER DECLARED** that signs be erected giving notice thereof in conformance with the standards and specifications contained in the Illinois Manual of Uniform Traffic Control Devices for Streets and Highways.

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

\*\*\*

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 Wednesday, December 10, 2008.

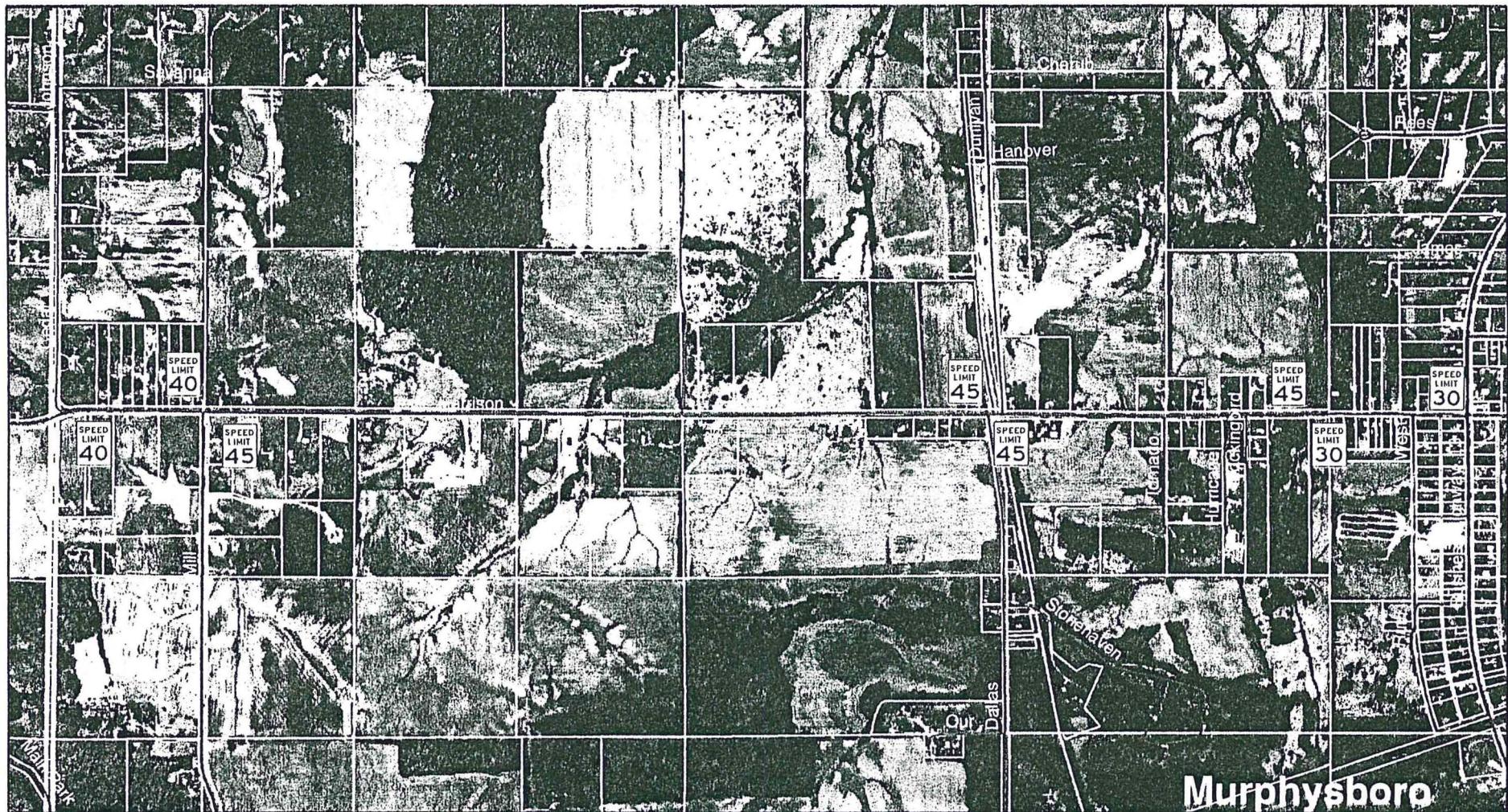
**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seal of said County this 9 day of Sept., 2009.

Larry W. Reinhardt

Larry Reinhardt, County Clerk

S E A L

# SOMERSET TOWNSHIP WEST HARRISON ROAD SPEED ZONES



2,200 1,100 0 2,200 Feet

AN ORDINANCE FOR THE ESTABLISHMENT

OF AN ALTERED SPEED ZONE

10 - 0 5

**IT IS HEREBY DECLARED** by the Board of Jackson County, Illinois, that the basic statutory vehicular speed limits established by Section 11-604 of the Illinois Vehicle Code are more than that considered reasonable and proper on the highway listed below for which Levan Township and Somerset 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 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 absolute maximum speed limit upon T.R.189/T.R.164 (West Harrison Road/Mount Joy Road) as listed below shall be 40 m.p.h.

**A 40 mile per hour speed limit beginning at Stave Mill Road extending westerly to Marina Road for a total distance of approximately 2.6 miles.**

**BE IT FURTHER DECLARED** that signs be erected giving notice thereof in conformance with the standards and specifications contained in the Illinois Manual of Uniform Traffic Control Devices for Streets and Highways.

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

\*\*\*

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 Wednesday, December 10, 2008.

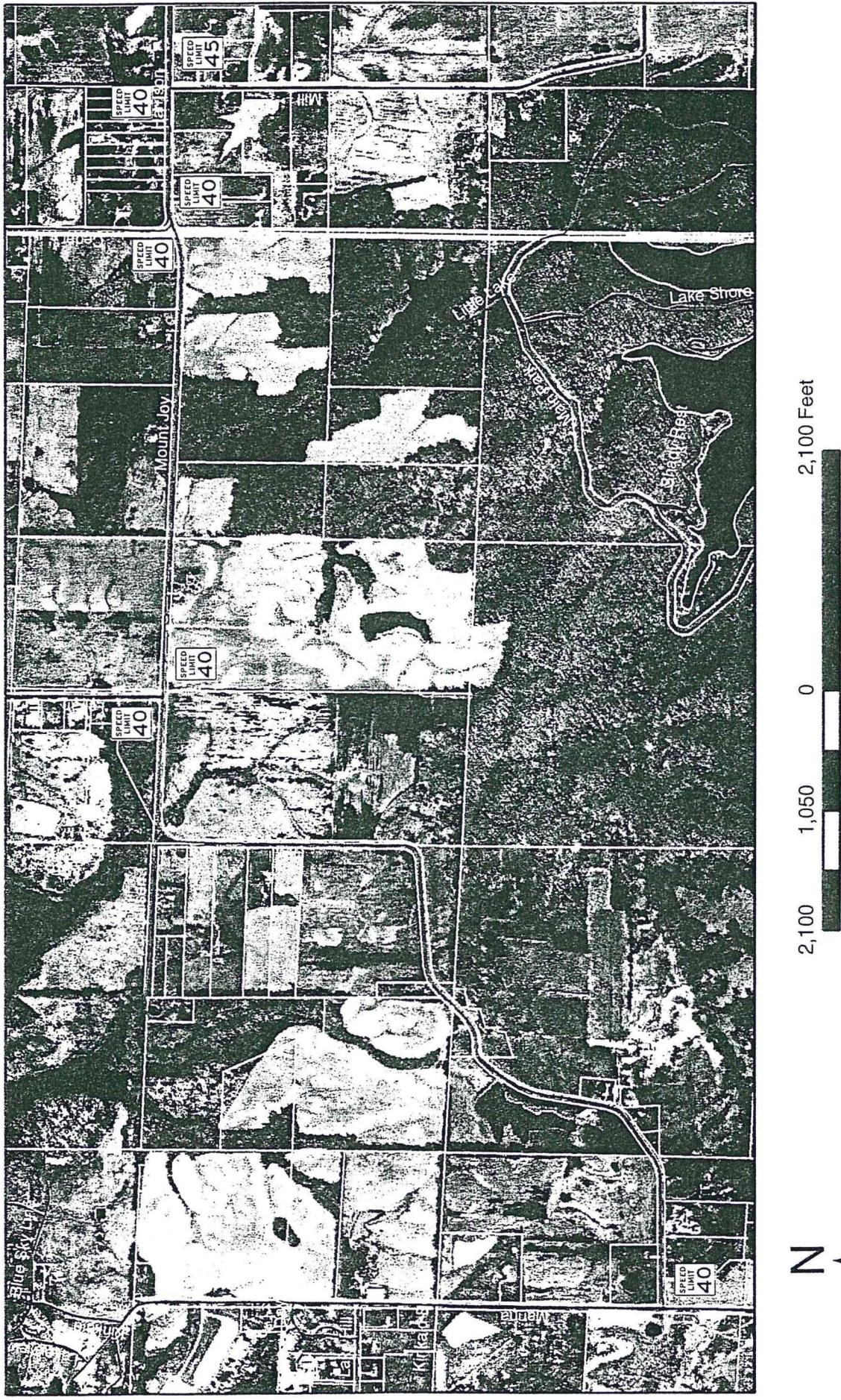
**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seal of said County this 9 day of Sept., 2009.

*Larry W. Reinhardt*

Larry Reinhardt, County Clerk

S E A L

SOMERSET/LEVAN TOWNSHIP  
WEST HARRISON ROAD/MIT. JOY ROAD SPEED ZONES



**ORDINANCE 09-06**

**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 amending ordinance is intended to merely amend the referenced ordinance; and not in any way repeal or rescind the referenced ordinance except as expressed herein; 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 present amending 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 amending ordinance shall be incorporated into the existing Jackson County Food Service Sanitation Ordinance, as amended, as if originally part of the Food Service Sanitation Ordinance; further

2. Section H(g). is amended as follows (additions are underlined - deletions are struck-out):

g. FEES: The following fees shall be required for food service establishments and retail food stores.

The annual license fee for a food service establishment shall be determined by "seating capacity" and risk category. A single mobile food-service establishment, and a catering operation or kitchen, that is approved by the health authority shall be included in the "0 to 50" seating capacity category. Establishments are reviewed annually in accordance with Illinois Department of Public Health guidelines to determine if they are a Category I, II, or III establishment as defined in Section 750.10 of the Food Service Sanitation Code (77 Illinois Administrative Code 750). These definitions may be revised time to time in the Food Service Sanitation Code, but generally indicate that a Category I establishment presents a high relative risk, Category II establishment presents a medium relative risk, and Category III establishment presents a low

relative risk of causing foodborne illness. Category I and II establishments require additional inspections since they present a higher relative risk of causing foodborne illness based on the large number of food handling operations typically implicated in foodborne outbreaks and other factors. The “Special High Risk” category are establishments where 3 or more additional inspections, or more than 5 recheck inspections, were needed during the previous annual license period. The application fee for a plan review shall be determined by “seating capacity.” The following fee schedule shall apply:

<u>Seating Capacity</u>	<u>Annual Fees for Category III Establishments</u>	<u>Annual Fees for Category II Establishments</u>	<u>Annual Fees for Category I Establishments</u>	<u>Special High Risk Estab.</u>	<u>Plan Review Application Fees</u>
0 to 50	\$105.00	\$120.00	\$150.00	\$300.00	\$80.00
51 to 75	\$165.00	\$180.00	\$210.00	\$420.00	\$135.00
76 to 100	\$225.00	\$240.00	\$270.00	\$540.00	\$135.00
over 100	\$285.00	\$300.00	\$330.00	\$660.00	\$190.00

<u>Seating Capacity</u>	<u>Annual Fees for Category III Establishments</u>	<u>Annual Fees for Category II Establishments</u>	<u>Annual Fees for Category I Establishments</u>	<u>Special High Risk Estab.</u>	<u>Plan Review Application Fees</u>
0 to 50	\$115.00	\$130.00	\$165.00	\$330.00	\$90.00
51 to 75	\$180.00	\$200.00	\$230.00	\$460.00	\$150.00
76 to 100	\$250.00	\$265.00	\$295.00	\$595.00	\$150.00
over 100	\$315.00	\$330.00	\$365.00	\$725.00	\$210.00

The annual license fee for a retail food store shall be determined by “square footage” and risk category. Establishments are reviewed annually in accordance with Illinois Department of Public Health guidelines to determine if they are a Category I, II, or III establishment as defined in Section 750.10 of the Food Service Sanitation Code (77 Illinois Administrative Code 750). These definitions may be revised time to time in the Food Service Sanitation Code, but generally indicate that a Category I establishment presents a high relative risk, Category II establishment presents a medium relative risk, and Category III establishment presents a low relative risk of causing foodborne illness. Category I and II establishments require additional inspections since they present a higher relative risk of causing foodborne illness based on the large number of food handling operations typically implicated in foodborne outbreaks and other factors. The “Special High Risk” category are establishments where 3 or more additional inspections, or more than 5 recheck inspections, were needed during the previous annual license period. The application fee for a plan review shall be determined by “square footage.” The following fee schedule shall apply:

<u>Square Footage</u>	<u>Annual Fees for Category III Establishments</u>	<u>Annual Fees for Category II Establishments</u>	<u>Annual Fees for Category I Establishments</u>	<u>Special High Risk Estab.</u>	<u>Plan Review Application Fees</u>
1 to 4,999	\$105.00	\$120.00	\$150.00	\$300.00	\$80.00
5,000 to 15,000	\$165.00	\$180.00	\$210.00	\$420.00	\$135.00
over 15,000	\$285.00	\$300.00	\$330.00	\$660.00	\$190.00

<u>Square Footage</u>	<u>Annual Fees for Category III Establishments</u>	<u>Annual Fees for Category II Establishments</u>	<u>Annual Fees for for Category I Establishments</u>	<u>Special High Risk Estab. Fees</u>	<u>Plan Review Application Fees</u>
<u>1 to 4,999</u>	<u>\$115.00</u>	<u>\$130.00</u>	<u>\$165.00</u>	<u>\$330.00</u>	<u>\$90.00</u>
<u>5,000 to 15,000</u>	<u>\$180.00</u>	<u>\$200.00</u>	<u>\$230.00</u>	<u>\$460.00</u>	<u>\$150.00</u>
<u>over 15,000</u>	<u>\$315.00</u>	<u>\$330.00</u>	<u>\$365.00</u>	<u>\$725.00</u>	<u>\$210.00</u>

The annual license fee for a Fleet license shall be determined by the number of vehicles operating in Jackson County at any given time during the year. The following fee schedule shall apply:

Fleet license  
2 to 5 trucks \$500  
6 to 10 trucks \$850

Fleet license  
2 to 5 trucks \$550  
6 to 10 trucks \$900

The Fleet License category shall include, by definition, only non-fixed mobile retail units where food is sold to the public.

The license fee for a temporary food service establishment shall be \$50.00 for each license. A maximum of 4 licenses for a temporary food service establishment shall be issued per calendar year to the same person or organization. An additional \$25 fee per incident may be billed (payable at time of inspection) if the vendor is not prepared for inspection within 1 hour after the appointed inspection time. A person who has been issued a valid annual license by the health authority to operate as a mobile food-service establishment or catering operation or kitchen shall not be required to obtain a license for a temporary food service establishment when operating in Jackson County.

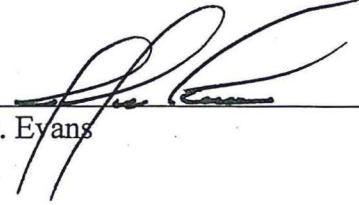
The annual license fee for schools, religious, voluntary, or non-profit making community organizations or institutions -- \$50.00. However, charitable organizations may apply to the Jackson County Health Department for a waiver of annual or temporary license fees and plan review application fees. A waiver will only be granted if the organization can demonstrate an economic need for the waiver. All fees shall be made payable to the Jackson County Health Department and shall be deposited into the Jackson County Health Department funds.

3. The present amending ordinance shall be effective on the first day of the month following its adoption by the Jackson County Board; further

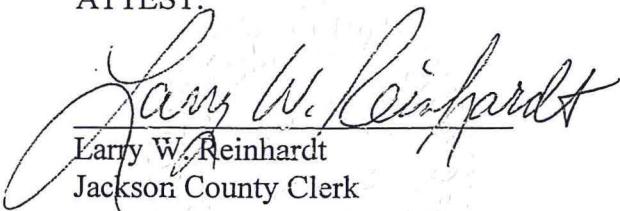
4. The Chairman of the County Board shall be authorized to sign this present ordinance.

ORDAINED AND ADOPTED BY THE JACKSON COUNTY BOARD AT ITS REGULAR MONTHLY  
MEETING THIS 14<sup>th</sup> DAY OF October, 2009.

BY ITS CHAIRMAN,

  
John D. Evans

ATTEST:

  
Larry W. Reinhardt  
Jackson County Clerk

ORDINANCE 09-07

**AN ORDINANCE AMENDING THE JACKSON COUNTY PRIVATE  
SEWAGE DISPOSAL SYSTEM ORDINANCE**

**WHEREAS**, there exists an ordinance, as amended, regulating and permitting the construction, repair and installation of private sewage disposal systems in Jackson County, Illinois (hereinafter referred to as "sewage disposal ordinance"); and

**WHEREAS**, the present amending ordinance is intended to merely amend the referenced ordinance; and not in any way repeal or rescind the referenced ordinance except as expressed herein; and

**WHEREAS**, the present amending ordinance is adopted by virtue of the authority of the Jackson County Board, Jackson County, Illinois; and

**WHEREAS**, the Jackson County Private Sewage Disposal System Ordinance has established fees which need to be revised from time to time; and

**WHEREAS**, the amendment made by this present amending ordinance is for the purpose of revising fees to cover the increasing costs of the Jackson County private sewage program and to further supplement tax and grant monies also used to support this program, and

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

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

1. The amendments made and adopted by this present amending ordinance shall be incorporated into the existing Jackson County sewage disposal ordinance, as amended, as if originally part of it; further

2. Section II.2.7.1 is amended as follows (additions are underlined - deletions are struck-out):

2.7.1 There shall be a standard \$175.00 ~~\$200.00~~ permit fee charged for the issuance of a permit authorizing the construction, alteration or extension of any private sewage disposal system. The fee shall be collected by the Health Department at the time an application for permit is submitted, and shall be deposited into the Health Department fund. If a permit is denied, the fee shall be returned to the applicant. In addition, the following fee schedule shall apply for other specific services rendered.

1.	Design of plans.....	\$25.00
2.	Percolation test (reading only).....	\$25.00

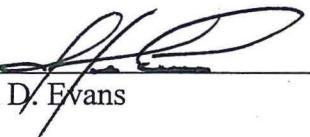
3. Subdivision plan review..... \$250.00

A fee waived permit may be issued to non-profit organizations.

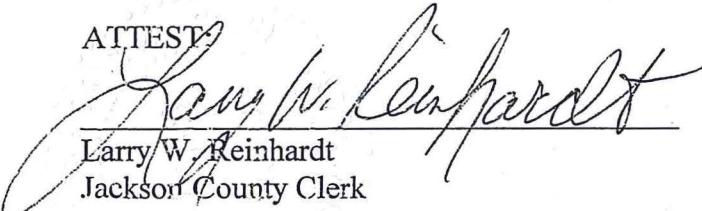
3. The present amending ordinance shall be effective on December 1, 2009; further
4. The Chairman of the County Board shall be authorized to sign this present ordinance.

ORDAINED AND ADOPTED BY THE JACKSON COUNTY BOARD AT ITS REGULAR  
MONTHLY MEETING THIS 14<sup>th</sup> DAY OF October, 2009.

BY ITS CHAIRMAN,

  
John D. Evans

ATTEST:

  
Larry W. Reinhardt  
Jackson County Clerk

# ORDINANCE 2009- 08

## AN ORDINANCE AMENDING THE JACKSON COUNTY WASTE MANAGEMENT ORDINANCE

**WHEREAS**, the County Board of Jackson County, Illinois adopted the Jackson County Waste Management Ordinance (ordinance) on August 14, 2008; and

**WHEREAS**, the ordinance contains limited conditions for exemptions from the annual County license that may need some clarification; and

**WHEREAS**, the present amending ordinance is intended to amend the Waste Management Ordinance to include such clarification; and

**WHEREAS**, the present amending ordinance is adopted by virtue of the authority of the Jackson County Board, Jackson County, Illinois; and

**THEREFORE**, the Jackson County Board ordains and adopts the following:

1. The amendments made and adopted by this present amending ordinance shall be incorporated into the existing Jackson County Waste Management Ordinance as if originally part of it; further (additions underlined, deletions ~~struck out~~):
2. **“SECTION 6. Licensing of Haulers**
  - A) No person shall engage in the business of collecting or hauling garbage, solid waste, recyclables, or other refuse from sites within the County, or to a disposal site within the County, without first procuring a license to do so from the County. Such license shall be valid for one (1) year beginning July 1 of each year through June 30 of the following year.
  - B) A license may be waived for haulers that meet all both of the following exemptions:
    1. Regularly collects refuse and/or recyclable materials from less than six (6) residential dwellings within the County;
    2. Does not collect refuse and/or recyclable materials from commercial establishment units within the County;

3. 2. Utilizes a disposal site within the County no more than twelve (12) times per license year.”; further
3. The Jackson County Board is authorized to insert and incorporate the amendments made by this ordinance into the existing Jackson County Waste Management Ordinance; further
4. The Jackson County Board Chairman shall be authorized to sign this present ordinance; further
5. The amendments in this present ordinance shall become effective upon adoption of this ordinance by the Jackson County Board; further
6. The Jackson County Waste Management Ordinance shall not be altered or repealed in any way by this present ordinance except as specifically stated herein.

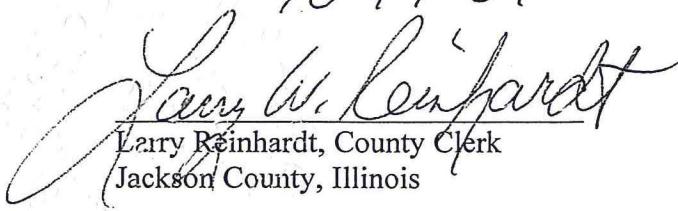
Adopted by the Jackson County Board on October 14th, 2009, by the requisite majority at its regular monthly meeting.

By its Chairman

  
John Evans, Chairman

ATTEST:

10-14-09

  
Larry Reinhardt, County Clerk  
Jackson County, Illinois

# **ORDINANCE 2009- 08**

## **AN ORDINANCE AMENDING THE JACKSON COUNTY WASTE MANAGEMENT ORDINANCE**

**WHEREAS**, the County Board of Jackson County, Illinois adopted the Jackson County Waste Management Ordinance (ordinance) on August 14, 2008; and

**WHEREAS**, the ordinance contains limited conditions for exemptions from the annual County license that may need some clarification; and

**WHEREAS**, the present amending ordinance is intended to amend the Waste Management Ordinance to include such clarification; and

**WHEREAS**, the present amending ordinance is adopted by virtue of the authority of the Jackson County Board, Jackson County, Illinois; and

**THEREFORE**, the Jackson County Board ordains and adopts the following:

1. The amendments made and adopted by this present amending ordinance shall be incorporated into the existing Jackson County Waste Management Ordinance as if originally part of it; further (additions underlined, deletions ~~struck out~~):
2. **“SECTION 6. Licensing of Haulers**
  - A) No person shall engage in the business of collecting or hauling garbage, solid waste, recyclables, or other refuse from sites within the County, or to a disposal site within the County, without first procuring a license to do so from the County. Such license shall be valid for one (1) year beginning July 1 of each year through June 30 of the following year.
  - B) A license may be waived for haulers that meet all both of the following exemptions:
    1. Regularly collects refuse and/or recyclable materials from less than six (6) residential dwellings within the County;
    2. Does not collect refuse and/or recyclable materials from commercial establishment units within the County;

3. 2. Utilizes a disposal site within the County no more than twelve (12) times per license year.”; further

3. The Jackson County Board is authorized to insert and incorporate the amendments made by this ordinance into the existing Jackson County Waste Management Ordinance; further

4. The Jackson County Board Chairman shall be authorized to sign this present ordinance; further

5. The amendments in this present ordinance shall become effective upon adoption of this ordinance by the Jackson County Board; further

6. The Jackson County Waste Management Ordinance shall not be altered or repealed in any way by this present ordinance except as specifically stated herein.

Adopted by the Jackson County Board on October 14th, 2009, by the requisite majority at its regular monthly meeting.

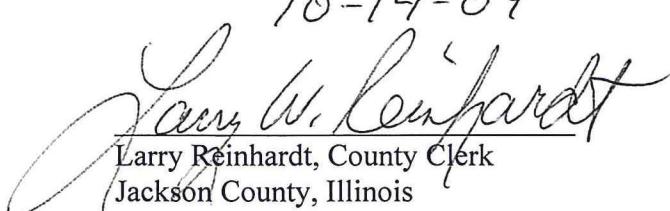
By its Chairman



John Evans, Chairman

ATTEST:

10-14-09



Larry Reinhardt, County Clerk  
Jackson County, Illinois