

ORDINANCE 2006

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An Ordinance for the Establishment of An Altered Speed Zone of 45 mph on Dunivan Rd. beginning at Harrison Rd. and extending northerly to Ava Rd. for a total distance of 0.76 miles

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An Ordinance for the Establishment of An Altered Speed Zone of 45 mph on a portion of W. Grange Hall Rd. beginning at McElvain Road and extending easterly to Illinois Highway 13-127 for a total distance of 1.0 mile

06-11

An Ordinance for the Establishment of An Altered Speed Zone of 40 mph on a portion of W. Grange Hall Rd. beginning at McElvain Rd. and extending westerly to McLaughlin Rd for a total distance of 0.48 miles

06-12A

An Ordinance Providing For and Making the Annual Tax Levy for Jackson County, Illinois for the Year December 1, 2006 Through November 30, 2007

06-12

An Ordinance to add territory to the Enterprise Zone Addition to(2.626A.) New Era Plaza Lot 3

06-13

An Ordinance to add 7.102 acres of the R. Parrish Development to the Enterprise Zone

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Jackson County Recycling Ordinance



ORDINANCE NO. 06-01

AN ORDINANCE GOVERNING THE USE OF THE
JACKSON COUNTY PUBLIC SAFETY TAX

WHEREAS, an ad hoc committee of Jackson County citizens has encouraged the Jackson County Board to adopt a resolution placing on the March 21, 2006, ballot the question whether the County be authorize to impose a public safety tax at the rate of one-quarter percent upon persons engaged in the business of selling tangible personal property at retail in Jackson County to be used for crime prevention, detention, and other public safety purposes; and

WHEREAS, the ad hoc committee has made further recommendations to the Jackson County Board pertaining to the Public Safety Tax should it approved by the electorate at the March 21, 2006 election; and

WHEREAS, the Jackson County Board has considered these recommendations, has deemed them to be proper, and has decided to adopt them in the form of an Ordinance to govern the effectuation of the Public Safety Tax should it be approved at the March 21, 2006 election.

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

SECTION 1. Should it be approved by the electorate at the March 21, 2006 election, there is imposed at the rate of one-quarter percent (0.25%) upon all persons engaged in the business of selling tangible personal property at retail in Jackson County on gross receipts from sales made in the course of their business to be used for crime prevention, detention, and other public safety purposes.

SECTION 2. This tax shall not be imposed upon the sale of food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food which has been prepared for immediate consumption) and prescription and non-prescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes, and needles used by diabetics. This tax shall also not be imposed upon the sale of farm chemicals, farm machinery and equipment, both new and used, agricultural chemical and fertilizer spreaders, and nurse wagons required to be registered under Section 3-809 of the Illinois Vehicle Code, a motor vehicle of the first division, a motor vehicle of the second division that is a self-contained motor vehicle designed or permanently converted to provide living quarters for recreational, camping, or travel use, with direct walk through access to the living quarters from the driver's seat, or a motor vehicle of the second division that is of the van configuration designed for the transportation of not less than 7 nor more than 16 passengers, as defined in Section 1-146 of the Illinois Vehicle Code, that is used for automobile renting, as defined in the Automobile Renting Occupation and Use Tax Act, and

ORDINANCE NO. 06 - 02

AN ORDINANCE AUTHORIZING AND PERMITTING THE INCLUSION OF THE SHERIFF'S SECRETARY AND THE INVESTIGATION DEPARTMENT'S SECRETARY INTO THE JACKSON COUNTY MERIT COMMISSION

WHEREAS, there exists in Jackson County, Illinois, a Merit Commission pursuant to the Sheriff's Merit System Law, 55 ILCS 5/3-8001 *et. seq.*, and county ordinances No. 5, adopted January 9, 1974, and No 81-2, adopted July 8, 1981; and

WHEREAS, as a result of changes to the collective bargaining agreement with the Fraternal Order of Police, the two above identified positions are subject to the Merit Commission's rules, regulations, and jurisdiction.

THEREFORE, be it adopted by the Jackson County Board:

1. Effective immediately the Sheriff Department positions of Sheriff Secretary and Investigation Department Secretary shall and will be subject to the rules, regulations, and jurisdiction of the Jackson County Merit Commission.

2. All other Jackson County ordinances pertaining to the Merit Commission shall remain in full force and effect and shall not be disturbed by the present ordinance. In the event of a conflict between any term or provision of this ordinance and any term or provision of another Merit Commission ordinance, the terms and provisions of the present ordinance shall govern.

ADOPTED THIS 10 DAY OF May, 2006, BY THE REQUISITE MAJORITY OF THE JACKSON COUNTY BOARD AT ITS REGULAR MONTHLY MEETING.

By its Chairman,



Gary G. Hartlieb

Attest:



Larry W. Reinhardt, County Clerk

ORDINANCE NO. 06-03

AN ORDINANCE TO ADD TERRITORY
TO THE JACKSON COUNTY 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 Carbondale-Murphysboro 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 Jackson County, Illinois, is hereby amended by adding Exhibits A-30 and B-30 (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 the Jackson County and is passed pursuant to authorities granted it by State statute and the Illinois Constitution.

SECTION 6. That this Ordinance shall be known as Ordinance No. 06-03 of the Jackson County, Illinois, and 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 Jackson County, Illinois.

PASSED this 10 day of May, 2006.

APPROVED this 10 day of May, 2005.

JACKSON COUNTY BOARD

Gary G. Hartheis
COUNTY BOARD CHAIRMAN

ATTESTED:

Gary W Reinhardt
COUNTY CLERK

LEGAL DESCRIPTION

**CONNECTING STRIP
LINKING THE PROPOSED DEVELOPMENT WITH THE ENTERPRISE ZONE**

GENERAL DESCRIPTION

Beginning from the Southwest corner of the existing Enterprise Zone (SIH Professional Building);
thence west on the north side of Main Street to its intersection of the east ROW line of Poplar Street;
thence north along the said ROW line to its intersection of the south ROW line of Oak street, this being the end of the connecting link for this addition.

GENERAL DESCRIPTION OF PROPERTY

Part of Lots 2, 3, 4, 5, 6 and 8 of Henry Crawshaw's Subdivision of Outlot 23 in the City of Carbondale, Illinois, as shown by the Recorded Plat thereof in Plat Book 3 at Page 67 in the Jackson County Recorder's Office, and Part of a vacated North/South Alley located in said Henry Crawshaw's Subdivision; all being more particular described as follows:

DETAILED DESCRIPTION OF PROPERTY

Beginning at the Northwest corner of Lot 3 in said Henry Crawshaw's Subdivision; said point also being the Southeast Corner of Oak Street and Poplar Street;

thence N-89°32'55"-E, along the North line of said Henry Crawshaw's Subdivision and the South Line of Oak Street, a distance of 250.00 feet to a point;

thence S-0°06'43"-E, a distance of 75 feet to a point;

thence S-89°32'55"-W, a distance of 90.00 feet to a point;

thence S-0°06'42"-E, a distance of 145.00 feet to a point;

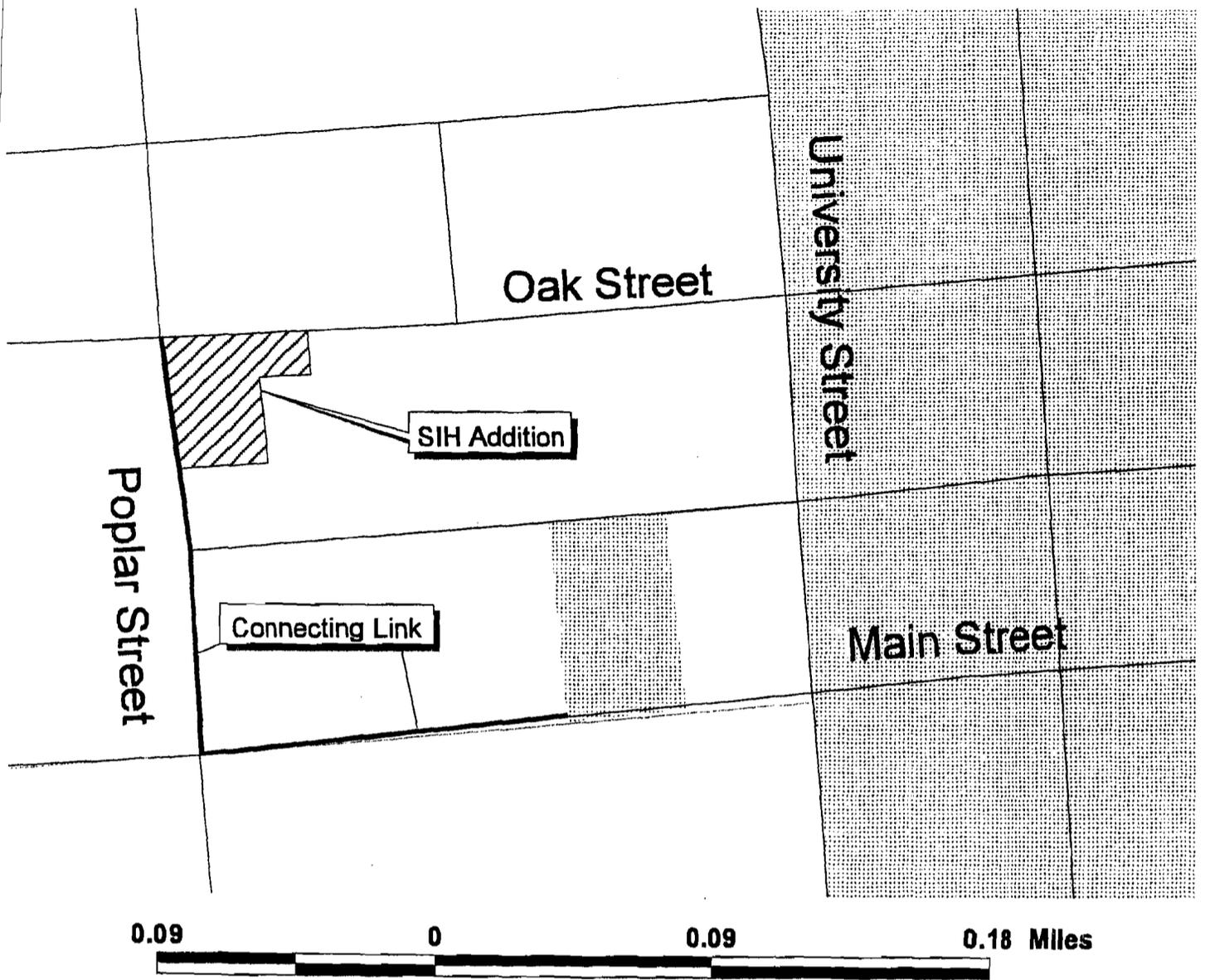
thence S-89°32'5"-W, a distance of 145.00 feet to a point;

thence S-89°32'55"-W, a distance of 160.00 feet to a point in the westerly side of said Henry Crawshaw's Subdivision and the east line of Poplar Street;

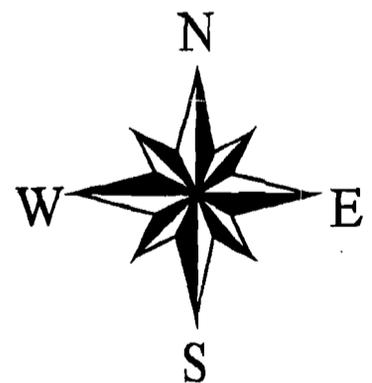
thence N-0°06'42"-W, along the east line of Poplar Street, a distance of 220.00 feet to the Point of Beginning.

Said parcel containing 41,950 square feet, .96 acres.

SIH ADDITION



 Connecting strip.shp
 Streets.shp
 Enterprise zone.shp



ORDINANCE NO. 06-04

AN ORDINANCE TO ADD TERRITORY
TO THE JACKSON COUNTY 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 Carbondale-Murphysboro 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 Jackson County, Illinois, is hereby amended by adding Exhibits A-31 and B-31 (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 the Jackson County and is passed pursuant to authorities granted it by State statute and the Illinois Constitution.

SECTION 6. That this Ordinance shall be known as Ordinance No. 06-04 of the Jackson County, Illinois, and 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 Jackson County, Illinois.

PASSED this 10 day of May, 2006.

APPROVED this 10 day of May, 2005.

JACKSON COUNTY BOARD

Gary G. Neithel
COUNTY BOARD CHAIRMAN

ATTESTED:

Gary W Reinhardt
COUNTY CLERK

LEGAL DESCRIPTION

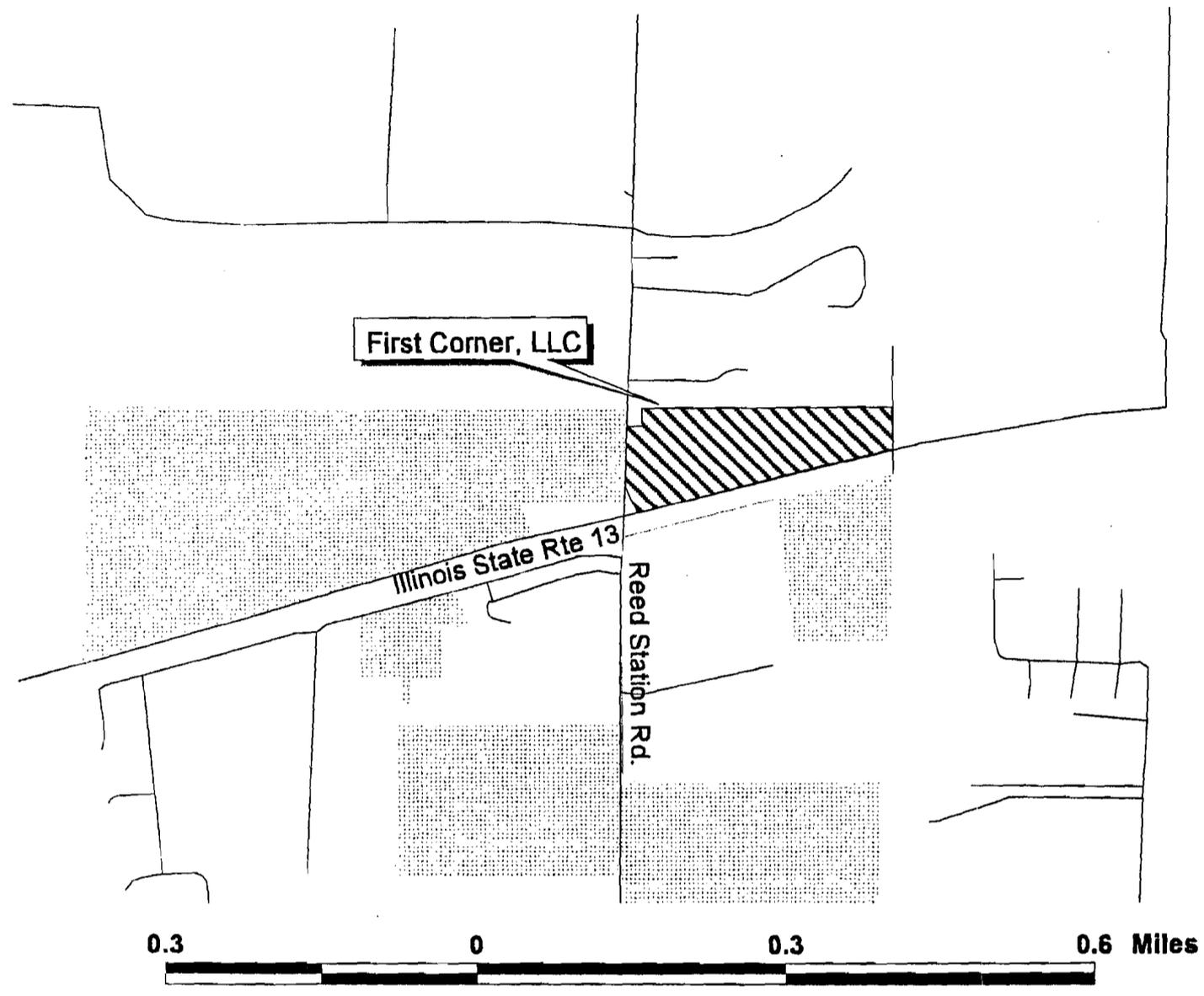
Property lies adjacent to the existing Enterprise Zone.

GENERAL DESCRIPTION OF PROPERTY

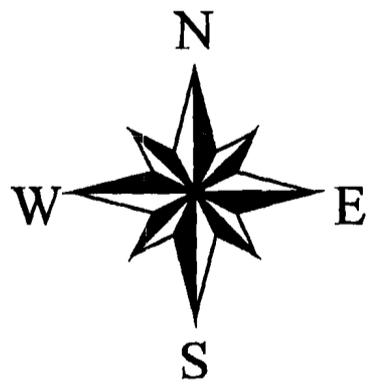
Lot 1 in Mead Subdivision, a Subdivision of a part of the Northwest Quarter of the Northeast Quarter of Section 13, Township 9 South, Range 1 West of the Third Principal Meridian in Jackson County, Illinois.

Said parcel containing six (6) acres.

First Corner, LLC



-  Connecting strip.shp
-  Streets.shp
-  Enterprise zone.shp



ORDINANCE NO. 06-05

AN ORDINANCE TO ADD TERRITORY
TO THE JACKSON COUNTY 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 Carbondale-Murphysboro 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 Jackson County, Illinois, is hereby amended by adding Exhibits A-32 and B-32 (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 the Jackson County and is passed pursuant to authorities granted it by State statute and the Illinois Constitution.

SECTION 6. That this Ordinance shall be known as Ordinance No. 06-05 of the Jackson County, Illinois, and 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 Jackson County, Illinois.

PASSED this 10 day of May, 2006.

APPROVED this 10 day of May, 2005.

JACKSON COUNTY BOARD

Sam G. Hartleb
COUNTY BOARD CHAIRMAN

ATTESTED:

Gary W. Rainey, Jr.
COUNTY CLERK

LEGAL DESCRIPTION

Property lies adjacent to existing Enterprise Zone.

GENERAL DESCRIPTION OF PROPERTY

Part of the East Half of the Southeast Quarter of Section 15, Township 9 South, Range 1 West of the Third Principal Meridian, Jackson County, Illinois, described as follows:

DETAILED DESCRIPTION OF PROPERTY

Commencing at the stone monumenting the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 22 in said Township 9 South, Range 1 West;

thence South 3°46'30" East along the West line of said Northeast Quarter of the Northeast Quarter, a distance of 56.78 feet to a point in the North line of right-of-way of F.A. Route 14;

thence Northeasterly along the said line of right-of-way, said line being the arc of a circular curve concave to the Northwest with a radius of 3739.8 feet, an internal angle of 5°19'24", and chord which bears North 48°50'59" East, a distance of 347.46 feet to the Point of Beginning for this description;

from said Point of Beginning the thence North 40°36'30" West a distance of 15.0 feet to a point;

thence South 69°23'58" West a distance of 29.8 feet to a point;

thence South 86°35'24" West a distance of 32.6 feet to a point;

thence North 40°36'30" West a distance of 99.05 feet to a point;

thence Northerly along the arc of a circular curve concave to the East with a radius of 88.0 feet, a chord which bears North 22°04'55" West and an internal angle of 37°03'10", a distance of 56.91 feet to a point;

thence North 3°33'20" West a distance of 115.31 feet to a point;

thence Easterly along the arc of a circular curve concave to the Southeast with a radius of 18.0 feet, a chord which bears North 41°23'06" East and an internal angle of 89°52'52", a distance of 28.24 feet to a point;

thence North 3°40'28" West, a distance of 50.0 feet to a point;

thence Northerly along the arc of a circular curve concave to the Northeast with a radius of 18.0 feet, a chord which bears North 48°36'54" West and an internal angle of 90°07'08", a distance of 28.30 feet to a point;

thence North 3°33'20" West a distance of 212.30 feet to a point;

thence South 45°46'10" West a distance of 6.87 feet to a point lying 125.0 feet Easterly as measured at right angles from the said West line of the Southeast Quarter of the Southeast Quarter of Section 15;

thence North 3°39'30" West along a line lying parallel with and 125.0 feet Easterly as measured at right angles from the said West line a distance of 372.87 feet to a point;

thence North 45°40' East a distance of 746.75 feet to a point;

thence South 44°20' East a distance of 88.0 feet to a point;

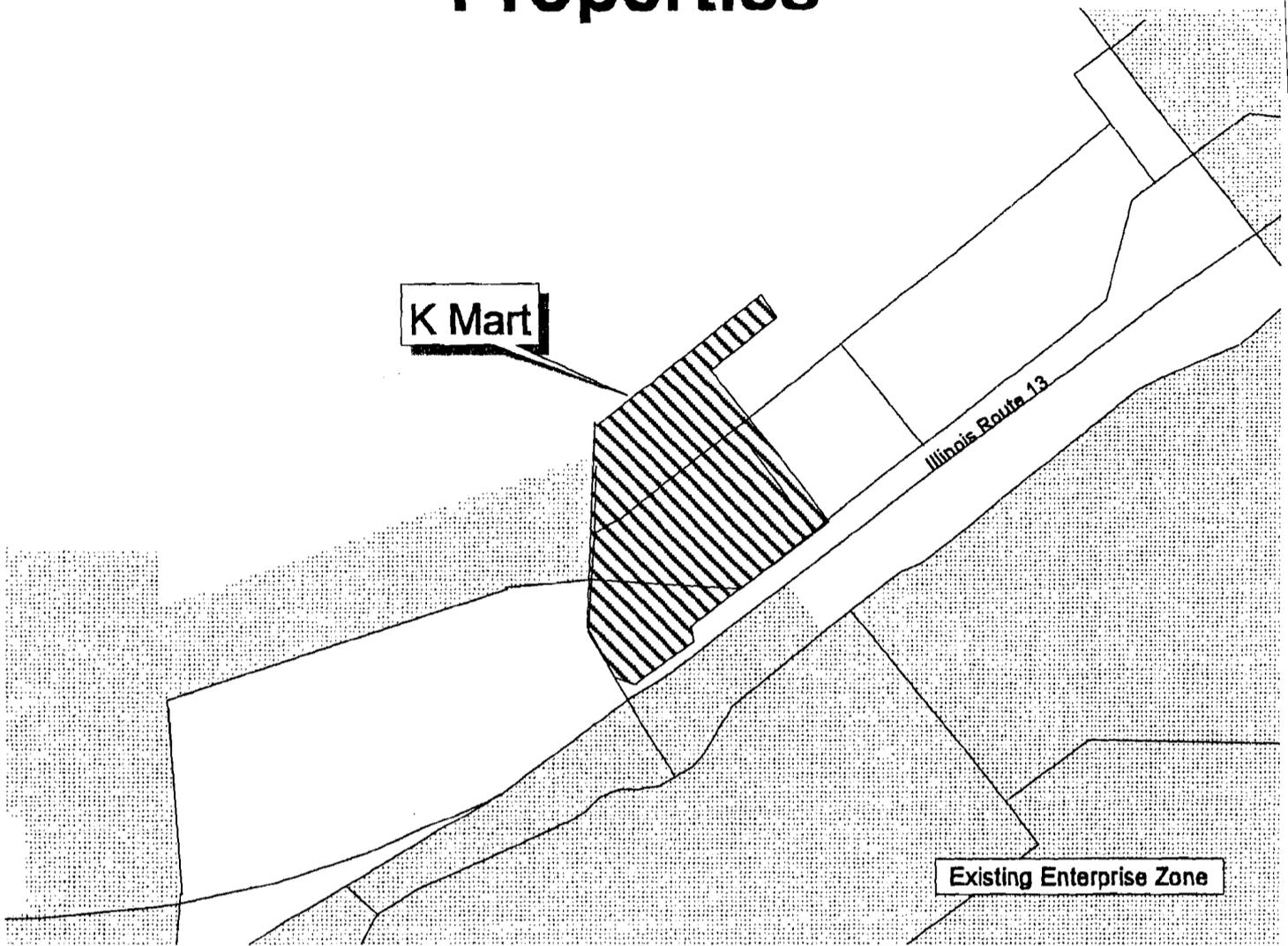
thence South $45^{\circ}40'$ West a distance of 192.5 feet to a point;

thence South $44^{\circ}20'$ East a distance of 712.00 feet to a point in the Northwestern right-of-way line of F.A. Route 14;

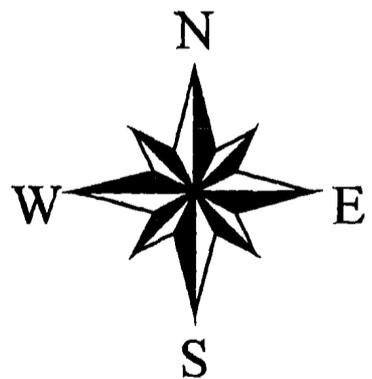
thence South $45^{\circ}40'$ West along the said right-of-way a distance of 973.10 feet to a point;

thence Southwesterly along the said Northwestern line of right of way, said line being the arc of a circular curve concave to the Northwest with a radius of 3739.8 feet, an internal angle of $1^{\circ}02'29''$, and a chord which bears South $46^{\circ}11'15''$ West a distance of 67.98 feet to the Point of Beginning.

West University Place Properties



-  Connecting strip.shp
-  Streets.shp
-  Enterprise zone.shp



AN ORDINANCE GRANTING A NONEXCLUSIVE FRANCHISE TO GALAXY CABLE INC., A DELAWARE CORPORATION, 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 91-10, dated November 13, 1991; and its assignment Ordinance 94-6 dated July 13, 1994; and

WHEREAS, the present franchise ordinance is intended to supplant all prior franchise ordinances between the County and Galaxy Cable, Inc. 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 "Galaxy 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 Galaxy Cable, Inc. or the lawful successor, transferee, or assignee thereof.

"Gross Revenues" means all of those revenues of the Grantee attributable to users within the franchise area of the County including, but not limited to, monthly subscriber revenue, advertising revenue, any new local services provided by the Grantee on its CATV System, including all forms of consideration, including but not limited to initial lump sum payments paid to the Grantee. All revenue derived directly or indirectly by the Grantee, its affiliates, subsidiaries, parent organization and any person in the operation of the System, shall be considered revenue. Gross receipts and revenues shall also include any revenue, royalties, or commissions derived from transmission from or of any commercial or non-commercial television broadcaster.

"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 Old Illinois State Route 13 between Carbondale and Murphysboro, Chautauqua Road, Country Club Road, Pump House Road, part of Illinois State Route 127 South of Murphysboro and the several principle roads west of Carbondale, including New Era Road, as delineated in the map attached hereto and by reference made a part hereof.

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, if at all possible, where inconsistencies exist between the provisions of this franchise ordinance and other provisions or requirements of applicable law.

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) Three Million and no/100 Dollars (\$3,000,000.00) 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 five (5) business days, seven (7) to ten (ten) business days for non-urgent situations, 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 holding a building moving permit issued by the Franchising Authority, temporarily raise or lower its wires to permit the moving of such building, 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 forty-eight (48) hours 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 bury all cable system lines, cable, and equipment, that are normally buried or intended to be buried, within five (5) days after installation by the Grantee or that particular installation shall be at no charge to the Subscriber.

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 station(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. The standard for determining quality and equipment will be based upon service and equipment which is technologically and economically reasonable and, to a lesser extent, based upon service and equipment provided to similar sized communities by unrelated cable companies in similar

circumstances.

6.22 Internet. Grantee shall provide high speed internet cable services to each Subscriber that requests it, for an extra charge, if such service is available within the cable service area.

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: (i) 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; (ii) any tax, fee or assessment of general applicability which is unduly discriminatory against cable operators or subscribers (including any such tax, fee, or assessment imposed, both on utilities and cable operators and their services), and (iii) any other special tax, assessment, or fee such as a business, occupation, and entertainment tax. 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 - RECORDS.

(a) The Grantee shall maintain a Customer Service Center with a toll free telephone number for the purpose of receiving inquiries, requests, and complaints concerning all aspects of the establishment, construction, maintenance and operation of the system.

(b) The Grantee shall make available a technician to provide prompt service and repairs to all of Grantee's facilities and equipment. Said technicians shall be fully trained, qualified and authorized to perform such duties.

(c) The Grantee shall comply with the Customer Service obligations set forth by the Federal Communication Commissions as follows and as may be amended.

(d) Grantee shall file with the County, upon request, copies of all of its Rules and Regulations in connection with the handling of inquires, requests and complaints. Grantee shall furnish in writing to subscribers, at the time they connect to the system, information concerning procedures for making inquires, requests, and complaints about the system.

(e) 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.

(f) At least once annually Grantee shall conduct a random Subscriber satisfaction survey of at least a statistically significant sampling and representative number of Subscribers. The survey shall seek the Subscriber's opinions and comments pertaining to the Franchisee's programming, rates, and/or service.

(g) Grantee shall keep full records in connection with all inquiries, complaints, and requests in connection with the system and the resolution of these matters.

(h) Any personally identifiable information collected from any customer by the Grantee in the normal course of business in providing service to that customer will not be used by the Grantee except to provide said service to the subscriber, or to detect unauthorized use of the Grantee's equipment or signals. The Grantee shall take such actions as necessary to prevent unauthorized access to such information by a person other than the customer or the Grantee as provided by law.

(i) Cable system office hours and telephone availability.

(i) The cable operator will maintain a toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under the normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(j) Outages and communications between operator and cable subscribers.

(i) Excluding conditions beyond the control of the operator, the operator will begin working on "service interruptions" promptly as required by the Federal Communications Commission.

(ii) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator.

(iii) Bills will be clear, concise and understandable. Bills must be fully itemized. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(A) In case of a billing dispute, the cable operator must respond in writing to a complaint from a Subscriber within three (3) business days.

(i). Definitions.

(a) Normal business hours.

The term "normal business hours" means those hours during which most similar business in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and some weekend hours.

(ii) Normal operating conditions.

The term "normal operating conditions" means those service conditions which are within the control of the operator. Those conditions which are not within the control of the operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the system.

(iii) Service interruption.

The term "service interruption" means the loss to one or more Subscriber of one or more of the services offered by the operator.

(iv) System-wide service interruption.

The term "system-wide service interruption" means the loss of one or more of the services offered by the operator to seventy-five percent (75%) or more of the system's Subscribers.

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 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, as to rates, charges, services, service facilities, rules, regulations or in any other respect, make or grant any preference or advantage to any person.

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) Any termination proceeding initiated by the County shall occur only after thirty (30) days' written notice to Grantee. The Grantee shall have an opportunity to respond to such a claim at a public hearing held in this matter. Grantee shall be a necessary party to all public hearings regarding operations or terminations of said franchise.

(c) Upon termination, cancellation or expiration of this authority, as provided for herein, the County shall have the right to require the Grantee to remove, at its own expense, all portions of the system from all public ways within the County within ninety (90) days of said termination, cancellation or expiration. Any of Grantee's property not removed within said ninety (90) days period shall be deemed abandoned. By action of this Ordinance, such abandoned property shall be the property of the County. Provided, however, that, should the County invoke this paragraph, Grantee may nonetheless negotiate a sale of the system subject to other provisions of this Ordinance and consent to such sale shall not be unreasonably withheld.

(d) Grantee shall have a continued duty and obligation to immediately report to the County any developments that may affect Grantee's ability to provide services, or remain in business or perform any duties and obligations required by this ordinance or any other law or regulation.

SECTION 15. 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 16. 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 17. 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:

Galaxy Cable Inc.
1718 Barlow Road
Wickliffe, KY 42087

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

SECTION 18. 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 19. SUPERCEDE.

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

SECTION 20. 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. Such additional amounts shall also be required whenever work is performed by the Grantee in any public right of way or easement in an amount determined by the County to ensure its right of way or easement is repaired or maintained in proper order in such a condition the Grantee found before the work was undertaken. 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 and on any such additional terms required by the County. 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 14 day of June, 2006.

County Board Chairman

ATTEST:

Jerry W. Reinhardt
County Clerk

Dear Gary G. Hartlieb, Chairman
County of Jackson
Jackson County Courthouse
Murphysboro, Illinois 62966

Dear Chairman Hartlieb:

Galaxy Cable Inc. ("Galaxy") hereby accepts the terms and conditions of Ordinance No. _____, passed and approved the _____ day of _____, 2006, and the franchise thereby granted. Galaxy 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,

Galaxy State Manager

Dated _____, 2006.

ORDINANCE NO. 06- 07

**AN ORDINANCE PROVIDING FOR ANIMAL
CONTROL IN JACKSON COUNTY, ILLINOIS**

This Ordinance shall be known as and referred to as the JACKSON COUNTY ANIMAL CONTROL ORDINANCE.

WHEREAS, the Jackson County Board has heretofore established an Ordinance providing for a rabies inoculation tag and animal control pursuant to State law; and,

WHEREAS, 55 ILCS 5/5-1070, 5-1071, 5-1072 and 510 ILCS 5/1 et. seq. (hereinafter referred to as the Illinois Animal Control Act) gives the County the power to regulate and prohibit the running at large of dogs in certain areas of the County; and,

WHEREAS, the intent of the present changes is to replace all prior ordinances pertaining to animal control and inoculation; but preserve any prior actions, decisions, legal status as a result of those prior ordinances; and,

WHEREAS, the Jackson County Board desires to raise certain fees for the impoundment and boarding of animals, as well as other changes;

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

1. REPEAL OF PRIOR ORDINANCES AND RESOLUTIONS. The present ordinance shall supplant all prior ordinances pertaining to animal control and inoculation. Nothing, however, from this ordinance's passage shall change, void, supercede, or affect any decision, right, action, or privilege taken or relied upon resulting or arising from the prior ordinances.

2. DEFINITIONS. As used in this Ordinance, the following items shall have the following meanings:

a. Administrator means a veterinarian licensed by the State of Illinois and appointed pursuant to this Ordinance.

b. Animal Control Officer means any person hired by the Administrator to perform the duties assigned to that person by the Animal Control Act, the Jackson County Animal Control Ordinance, or the Administrator.

c. Board means the Jackson County Board.

d. Deputy Administrator means a veterinarian licensed by the State of Illinois,

appointed by the Administrator and approved by the Board.

e. Dog means all domestic dogs belonging to the species *Canis familiaris* and all breeds or mixed breeds thereof.

f. Leash means a cord, rope, strap, chain, or frame which shall be securely fastened to the collar or harness of a dog or other animal and shall be of sufficient strength to keep such dog or other animal under control.

g. Owner means any person having a right of property in a dog or other animal, or who has a dog or other animal in his care, or acts as its custodian or who knowingly permits a dog or other domestic animal to remain on or about any premise occupied by him.

h. Oversight Committee means that committee of the Jackson County Board delegated with the responsibility of overseeing the administration of the Jackson County Animal Control Program.

i. Poultry means chickens, ducks, and geese; and shall not include guinea fowl, peafowl, pigeons, pheasants, quail, and waterfowl covered by Federal or State game codes.

j. Stray Dog means any dog not on the premises of the dog's owner or under control by leash.

3. PERSONNEL. The Chairman of the Jackson County Board shall appoint with the advice and consent of the Board, an Animal Control Administrator. The appointment shall be for two years. The Administrator's compensation and expenses shall be set annually by the Board and incorporated in the annual budget. The Administrator, with the advice and consent of the Board, may appoint a Deputy Administrator and Animal Control Officers at such compensation and with such expenses as shall be set annually by the Board and incorporated in the annual budget. Such appointments shall be from a list of eligible candidates for those positions kept by the Board. Any other personnel shall be assigned to work for the Animal Control Program by the Board at the discretion of the Board. The Administrator, Deputy Administrator and Animal Control Officers, may be removed by the Board for cause. Other personnel assigned to work in the Animal Control Program may be reassigned at the discretion of the Board and may be dismissed by the Board for cause.

4. DUTIES OF THE ADMINISTRATOR. It shall be the duty of the Administrator to control and prevent the spread of rabies through education, rabies inoculation, stray control, impoundment, quarantine, and any other means deemed necessary. The Administrator shall also have the following duties:

- a. Administrator of the Animal Control Program in Jackson County;
- b. Develop written job descriptions for all personnel working in the Jackson County Animal Control Program;
- c. Draft written rules and regulations for the operation of the Jackson County Animal Control Program;
- d. Prepare an annual budget for the operation of the Jackson County Animal Control Program;
- e. Direct the activities of and assign duties to the personnel working in the Jackson County Animal Control Program;
- f. Approve all bills before submission to the oversight committee who will submit said bills for Board authorized payment.
- g. Make such reports as are required by the Director of the Department of Agriculture of the State of Illinois his duly appointed representative, the oversight committee or the Board.

It shall also be the duty of the Administrator to investigate and substantiate all claims made on the Animal Control Fund and to approve all expenditures under the Animal Control Program for Board authorized payment.

5. POLICE POWERS. The Administrator, Deputy Administrators, and Animal Control Officers, for the purpose of enforcing of the Illinois Animal Control Act and the Jackson County Animal Control Ordinance, have the power of police officers in Jackson County and as peace officers in Jackson County for the purpose of enforcing the provisions of the Illinois Animal Control Act or the Jackson County Animal Control Ordinance, including the issuance and service of citations, summonses, and orders as well as executing and serving all warrants and processes issued by any circuit court.

The Jackson County Animal Control Officers be allowed to carry mace, a tranquilizer gun and a 12, 16, or 20 gauge shotgun (to be carried in the truck and used only the case

of an emergency.)

6. RABIES CERTIFICATES AND TAG FEES. The Administrator shall provide licensed veterinarians with rabies inoculation certificates in a form approved by the Board, which shall be signed by the veterinarian administering the rabies inoculation vaccines. The original of said certificate shall be issued to the owner of the dog which has been inoculated and a copy of the certificate shall be returned to the Administrator or his designated representative.

The board shall provide rabies inoculation tags at the fee of \$4.00 per year or 10.00 per three years. Rabies inoculation tags shall be in a form and color prescribed by the Illinois Department of Agriculture. The method of distributing said tags and collection of fees for said tags shall be determined by the Administrator.

All fees collected for the issuance of rabies inoculation tags shall be remitted to the County Treasurer, who shall place such monies in the Animal Control Fund.

7. ANIMAL CONTROL FUND. The Animal Control Fund is an account administered by the County Treasurer for the purpose of paying the cost of the Animal Control Program. One third (1/3) of all fees collected for the issuance of rabies inoculation tags shall be retained in the fund until the first Monday in the March of each calendar year for the purpose of paying claims for loss of livestock or poultry. The remaining two thirds (2/3) shall be used in paying the cost of operating the Animal Control Program.

8. DOMESTIC ANIMAL KILLED OR INJURED. Any owner having sheep, goats, cattle, horses, mules, swine, or poultry killed or injured to such an extent that their value has been substantially reduced, by a dog, be entitled to receive reimbursement for such losses from the Animal control Fund upon the filing of a claim and making the proof required by this ordinance.

Any injury or killing for which reimbursement is sought shall be reported to the Administrator or his designated representative within twenty-four (24) hours after such injury or killing occurred. The person making such claim must be a resident of the State of Illinois and must appear before the chairperson of the oversight committee, or designee of the oversight committee, within seven (7) days of the incident to sign an affidavit stating the number of such animals or poultry killed or injured, and, if injured, the extent of the

injuries, and the amount of damages as well as the owner of the dog causing such killing or injury. The chairperson of the oversight committee shall forward all such affidavits to the Administrator.

Upon receiving a report of an injury or killing for which reimbursement is sought, the Administrator or his designated representative shall promptly investigate the report and substantiate the damages. A report of the investigation shall be forwarded to the chairman of the oversight committee.

The chairman of the oversight committee shall make a report to the Board as to the right of an owner of sheep, goats, cattle, horses, mules, swine, or poultry to be paid out of the Animal Control Fund and the amount of such damages claimed. Upon being satisfied that the claim is appropriate for payment from the Animal Control Fund, the Board shall authorize the County Treasurer to make the appropriate payment on the first Monday in March.

The County Treasurer shall, on the first Monday in March of each calendar year, pay to the owner of the animals or poultry the amount of damages which were claimed and authorized. If there is not sufficient money from one third (1/3) of all fees collected for the issuance of rabies inoculation tags during the course of a year to pay all claims for damages in full, then the County Treasurer shall pay to such owner of animals or poultry the pro rata share of the money available. If there are funds in excess of amounts paid for such claims for killing or injury in that portion of the Animal Control Fund set aside from this purpose, the excess shall be used for other costs of the program and shall be transferred after all authorized claims for that year have been paid. The County Treasurer shall submit not later than April 1 of each year an itemized list of claims showing the number and kind of animals and poultry killed or injured by dogs, the amount of claim, and the amount paid for each claim.

Reimbursement shall not exceed the following amounts, except the maximum amounts shall be increased 50% for animals for which the owner can present a certificate of registry of the appropriate breed association or organization:

Goats -- \$30.00 per head;

Cattle (six (6) months or older) -- \$300.00 per head;

Calves (less than six (6) months of age) – \$150.00 per head;

Horses or Mules -- \$200.00 per head;

Swine -- \$50.00 per head;

Turkeys -- \$5.00 per head;

Sheep -- \$30.00 per head;

Poultry, other than turkeys -- \$1.00 per head.

Forms used in making claims for reimbursement for animals or poultry killed or injured by dogs shall be in such form as prescribed by the Illinois Department of Agriculture.

9. DOG BITES. Any individual having knowledge that a person has been bitten by a dog or other animal and who fails to report such incident to the Administrator is in violation of this Ordinance. It is the duty of any person conducting or operating a medical facility or any physician or nurse to report to the local law enforcement agency or the Administrator when a person is treated for any injury resulting from an animal bite. It is the duty of any law enforcement personnel to report to the Administrator any reports which are received concerning a person being bitten by an animal.

When the Administrator received information that a person other than a family member has been bitten by a dog or other animal, the Administrator or his authorized representative shall have such dog or other animal quarantined with a licensed veterinarian for a period of ten (10) days or for animals that are currently vaccinated against Rabies, quarantine can be done at the owner's residence provided a visual inspection of the premises is deemed satisfactory by an Animal Control Officer. When a dog or other animal is quarantined for biting a person, the following steps shall be followed:

a. The Administrator or his authorized representative shall attempt to determine from the owner of the dog or animal to be quarantined, at which veterinarian's office said owner would prefer to have their dog or animal quarantined. If such a determination is impossible or quarantine at the designated veterinarian is impossible, veterinarians who maintain quarantine facilities in the county shall be used on a rotating basis.

b. The Administrator or his authorized representative shall, in writing, notify the owner of the dog or animal to be quarantined that the owner is responsible for all quarantine costs and if the dog or animal is not retrieved in ten (10) days the all costs be

paid at that time, the animal shall be humanely destroyed.

c. The veterinarian observing the quarantined dog or other animal shall report the clinical condition of the dog or other animal immediately to the Administrator with conformation in writing within twenty-four (24) hours giving the owner's name, address, date of confinement, breed, description, age, and sex of such dog or other animal on forms approved by the Illinois Department of Agriculture.

d. At the end of the quarantine period, the veterinarian observing the quarantined dog or other animal shall submit a written report to the Administrator advising him of the final disposition of such dog or other animal on forms approved by the Illinois Department of Agriculture.

10. INOCULATION REQUIREMENT. Every owner of a dog four months or more of age shall cause such dog to be inoculated against rabies by a licensed veterinarian annually or every three years depending on the type of vaccine used.

11. COLLAR AND IDENTIFICATION REQUIREMENTS. Every owner of a dog four months of age or more shall cause a current, valid rabies inoculation tag to be attached to a collar or harness and worn by the dog to which such tag was issued at all times. Every owner of a dog under four months of age shall have a tag specifying the owner's name, address, and telephone number attached to a collar or harness which shall be worn by the dog at all times.

12. CONTROL BY OWNER. Every owner of a dog shall keep such dog from leaving the premises occupied by said owner unless the dog is accompanied or supervised by its owner or on leash.

13. IMPOUNDMENT. The Animal Control Officers shall and any peace officer may apprehend and impound the following dogs:

- a. Dogs which have bitten a person;
- b. Dogs four months or more of age which have not been inoculated against rabies by a licensed veterinarian;
- c. Dogs four months or more of age not on the premises of their owner and which do not have current, valid rabies inoculation tag attached to their collar or harness;
- d. Dogs under four months of age not on the premises of their owner and which do

not have an identification tag specifying the owner's name, address, and telephone number attached to their collar or harness;

e. Dogs wearing a current valid rabies inoculation tag or identification tag which are not on the premises occupied by the dog's owner and are not accompanied or supervised by the owner and are not on leash when a written complaint has been received by the Animal Control Officers.

When a dog whose owner is known is impounded, notice shall be immediately given to the owner by the Administrator or his authorized representative. Notice shall be mailed to the owner at the last known mailing address and attempt to serve a copy of that notice personally on the owner. If the copy of the notice cannot be served personally on the owner, the copy shall be left with any person thirteen (13) years or older residing at the last known mailing address of the owner or by attaching the notice to the main entrance to the owner's residence. An affidavit or testimony of the Administrator or his authorized representative who mails the notice shall be prima facie evidence of the receipt of such notice by the owner. In the case of dogs impounded pursuant to the Paragraphs 13a through 13d of this Ordinance, if the dog is not redeemed within seven (7) days from the date the notice was mailed or the dog impounded, if the owner is unknown, the impounded dog shall be humanely dispatched, offered for adoption, or otherwise disposed of by the impounding facility as a stray dog in accordance with the laws that exist or may hereafter exist.

14. REDEMPTION. When the owner of any dog impounded pursuant to Paragraphs 13a through 13d of this Ordinance desires to redeem the dog, the following procedure shall be following:

g. At the time of impoundment the Animal Control Officer shall prepare an impoundment form to be approved by the Administrator indicating the impoundment fee of \$30.00 with space provided for the total amount of board.

h. The impounding authority shall place on the impoundment form previously prepared by the Animal Control Officer, a charge of \$15.00 per day for each day or part thereof which the dog was impounded.

i. At the time of release, the owner shall present a current rabies inoculation certificate and a receipt from the County Treasurer showing that the total amount due, as indicated by the impoundment form, has been paid. If no current rabies inoculation certificate is available a warning ticket is to be issued and the owner must sign the warning ticket acknowledging ownership of the dog.

All amounts collected by the County Treasurer pursuant to this paragraph shall be placed in the Animal Control. Fund and shall be used in paying the cost of operating the Animal Control Program.

15. APPREHENSION AND INVESTIGATION. For the purpose of carrying out the provisions of this Ordinance, the Administrator or his authorized representative or any peace officer may enter onto private property to apprehend a dog or other animal thought to be infected with rabies; to apprehend a straying dog or other animal; or, to apprehend a dog or other animal who has bitten any person. At the request of the owner or occupier of private property the Administrator or his authorized representative may enter onto such property to apprehend any dog whether or not said dog is wearing a rabies inoculation tag or an identification tag.

16. CITATIONS. Animal Control Officers and peace officers of the county may issue citations to the owners of dogs for violations of Paragraph 10, 11, and 12 of this Ordinance in lieu of or in addition of impounding the dog. The penalty for violation of paragraphs 10, 11, or 12 shall be in addition to any other fee, charges, or penalties payable pursuant to this ordinance. When such a citation is issued an appearance date of not less than ten (10) days and not more than forty-five (45) days shall be entered by the officer of the citation.

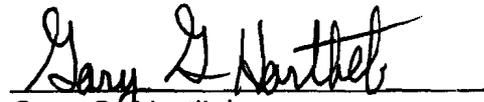
The owner of the dog receiving the citation may plead guilty to the offense charged in the citation prior to the scheduled appearance date by so indicating on the citation and paying a fine of \$25.00, First Offense; \$50.00, Second Offense; \$75.00, Third Offense; \$100.00, Fourth Offense and \$250.00, Fifth Offense plus costs to the Circuit Clerk.

17. PENALTIES. Any person violating any provision of this Ordinance, or counterfeiting or forging any rabies inoculation certificate shall be guilty of a petty offense and upon conviction thereof be fined in an amount not less than \$50.00 and not more than \$200.00.

18. SEVERABILITY. The invalidity of provision or parts of provisions of this Ordinance or any rule or regulation pursuant thereto shall not effect the validity of the remainder of this Ordinance.

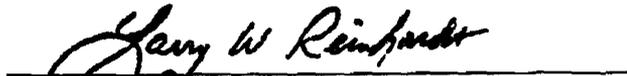
EFFECTIVE DATE. This Ordinance shall take effect upon adoption by the Jackson County Board.

Passed at the regular monthly meeting of the Jackson County Board held on the 13th day of September, 2006.



Gary G. Hartlieb
Chairman
Jackson County Board

Attested by:



Larry W. Reinhardt
Jackson County Clerk

SEAL

**AN ORDINANCE TO ESTABLISH THE NAMES OF ALL STREETS, LANES,
ROADS OR HIGHWAYS IN THE UNINCORPORATED AREA OF
JACKSON COUNTY, ILLINOIS.**

WHEREAS, the Counties Code, 55 ILCS 5/5-1067 (West 2004) provides that county boards may name or may change the name of any street, lane, road or highway in the unincorporated area of the county; and

WHEREAS, the County Board of Jackson County had previously approved and enacted Ordinance number 2005-07 naming or renaming various streets, lanes, roads or highways situated in the unincorporated area of the county; and

WHEREAS, in conjunction with implementing and maintaining the emergency telephone system (911) in the county various streets, roads, lanes, and highways situated in the unincorporated area of the county have been named or renamed since the enactment of Ordinance number 2005-07; and

WHEREAS, the Jackson County Board deems it to be in the best interest of the residents of the county that these named and renamed streets, roads, lanes, and highways be adopted as provided in this present Ordinance; and the attached Jackson County Road Atlas, Second Edition, bearing a date of August 23, 2006, be used and incorporated within the present Ordinance; and

WHEREAS, the Jackson County Board believes such naming and renaming of thoroughfares in the unincorporated area of the county is essential to sufficiently provide emergency services and emergency response to the residents of the unincorporated area of the county;

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

A. Ordinance number 2005-07 is hereby repealed effective upon the passage of this present Ordinance. This repeal, however, shall not in any way effect, void, alter, negate or diminish any right, action or decision, that vested or took place as a result of the prior Ordinance.

B. All streets, lanes, roads, highways and public ways in the unincorporated area of Jackson County, Illinois are hereby named or renamed, as shown and depicted on the attached Jackson County Road Atlas, Second Edition. Said atlas and road names are incorporated herein and made a part of this ordinance as if fully set out.

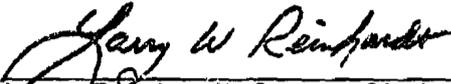
C. This present Ordinance shall be effective upon the date of its adoption.

APPROVED AND ADOPTED at the regular meeting of the Jackson County Board on
this 11th day of October, 2006.



Gary G. Hartlieb
Chairman

ATTEST:



Larry Reinhardt, County Clerk

SEAL

AN ORDINANCE FOR THE ESTABLISHMENT

OF AN ALTERED SPEED ZONE

06-09

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 on Dunivan Road as listed below shall be 45 m.p.h.

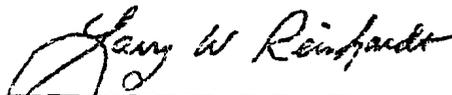
A 45 mile per hour speed limit beginning at Harrison Road and extending northerly to Ava Road for a total distance of 0.76 miles.

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 10-11, 2006.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County this 11 day of Oct, 2006



Larry Reinhardt, County Clerk

SEAL

AN ORDINANCE FOR THE ESTABLISHMENT

OF AN ALTERED SPEED ZONE

06-10

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 on a portion of W. Grange Hall Road as listed below shall be 45 m.p.h.

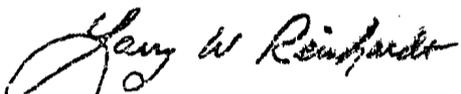
A 45 mile per hour speed limit beginning at McElvain Road and extending easterly to Illinois Highway 13-127 for a total distance of 1.00 miles.

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 10-11, 2006.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County this 11 day of Oct, 2006



Larry Reinhardt, County Clerk

SEAL

AN ORDINANCE FOR THE ESTABLISHMENT

OF AN ALTERED SPEED ZONE

06-11

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 on a portion of W. Grange Hall Road as listed below shall be 40 m.p.h.

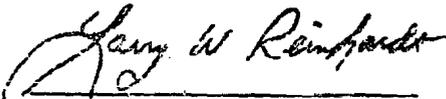
A 40 mile per hour speed limit beginning at McElvain Road and extending westerly to McLaughlin Road for a total distance of 0.48 miles.

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 10-11, 2006.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County this 11 day of Oct, 2006


Larry Reinhardt, County Clerk

SEAL

**AN ORDINANCE PROVIDING FOR AND MAKING THE ANNUAL TAX LEVY FOR
JACKSON COUNTY, ILLINOIS FOR THE YEAR DECEMBER 1, 2006
THROUGH NOVEMBER 30, 2007**

06-12A

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, 2006 and ending November 30, 2007;

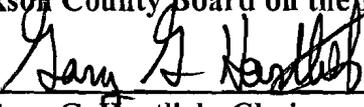
NOW, THEREFORE, BE IT ORDAINED BY THE JACKSON COUNTY BOARD, THAT THE SUM OF \$8,424,007.00 is hereby levied upon all taxable property in Jackson County, Illinois, as equalized or assessed by the Department of Revenue, for the purpose of meeting and defraying the necessary expenses and liabilities as 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 \$1,606,188.00 is levied pursuant to 55 ILCS 5/5 - 1024, for general corporate purposes;**
- 2. The sum of \$1,038,472.00 is levied pursuant to 55 ILCS 5/5 - 1028, for Ambulance purposes;**
- 3. The sum of \$213,509.00 is levied pursuant to 745 ILCS 10/9 - 107, for costs of tort liability protection;**
- 4. The sum of \$249,304.00 is levied pursuant to 745 ILCS 10/9 - 107, for costs of insurance contracts for worker's compensation;**
- 5. The sum of \$82,472.00 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 \$1,312,386.00 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 \$954,433.00 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 \$563,821.00 is levied pursuant to 55 ILCS 5/5 - 25003, for Public Health purposes;**

9. The sum of \$67,252.00 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 \$424,416.00 is levied pursuant to 405 ILCS 20/4 - 5, 6, for the operation of the Community Mental Health (708) Board;
11. The sum of \$594,885.00 is levied pursuant to 605 ILCS 5/5 - 601, for the County Highway purposes;
12. The sum of \$297,442.00 is levied pursuant to 605 ILCS 5/5 - 603, for Federal Aid Matching;
13. The sum of \$188,155.00 is levied pursuant to 605 ILCS 5/5 - 602, for the County Bridge Funds;
14. The sum of \$90,745.00 is levied pursuant to 55 ILCS 5/5 - 1034, for the purpose of social services for senior citizens;
15. The sum of \$176,706.00 is levied pursuant to 505 ILCS 45/8, for support of the Jackson county Cooperative Extension Service.
16. The sum of \$0 is levied pursuant to 55 ILCS 5/5-1012, 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.
17. The sum of \$563,821.00 is levied pursuant to 55 ILCS 5/5-21001, for the purpose of maintaining and operating the County Nursing Home.

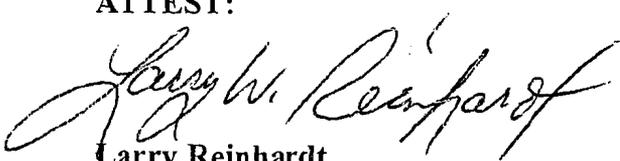
The Jackson County Clerk of Jackson County is directed to extend and the Ex-Officio Collector of taxes for Jackson County is directed to collect the foregoing amounts pursuant to law.

Approved at this special meeting of the Jackson County Board on the 16th day of November 2006.



Gary G. Hartlieb, Chairman
Jackson County Board

ATTEST:


Larry Reinhardt
Jackson County Clerk & Recorder

**TRUTH IN TAXATION
CERTIFICATE OF COMPLIANCE**

I, the undersigned, hereby certify that I am the presiding officer of the Jackson County Board, and as such presiding officer I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with Sections 18-60 through 18-85 of the Truth in Taxation law of the State of Illinois.

Notice and hearing requirements of Sections 18-70 through 18-85 of the Truth in Taxation Act are applicable.

This certificate applies to the 2007 levy.

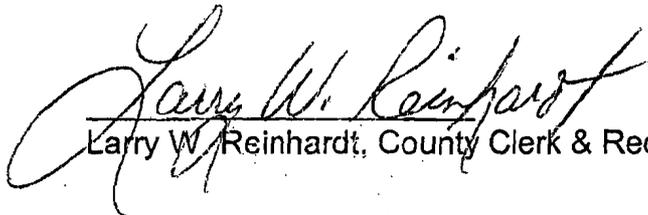
Date: November 16, 2006.

Presiding Officer:



Gary G. Hartlieb, Chairman
Jackson County Board

ATTEST:



Larry W. Reinhardt, County Clerk & Recorder

ORDINANCE NO. 06-12

AN ORDINANCE TO ADD TERRITORY
TO THE JACKSON COUNTY 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 Carbondale-Murphysboro 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 Jackson County, Illinois, is hereby amended by adding Exhibits A-33 and B-33 (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 the Jackson County and is passed pursuant to authorities granted it by State statute and the Illinois Constitution.

SECTION 6. That this Ordinance shall be known as Ordinance No. 06-12 of the Jackson County, Illinois, and 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 Jackson County, Illinois.

PASSED this 8 day of NOV, 2006.

APPROVED this 8 day of NOV, 2006.

JACKSON COUNTY BOARD


COUNTY BOARD CHAIRMAN

ATTESTED:


COUNTY CLERK

LEGAL DESCRIPTION

CONNECTING STRIP
LINKING THE PROPOSED DEVELOPMENT WITH THE ENTERPRISE ZONE

GENERAL DESCRIPTION

Strip within Section 17 and 20, Township 9 South, Range 1 West of the Third Principal Meridian in Jackson County, Illinois. Strip linking the proposed addition of property to the Carbondale Enterprise Zone.

DETAILED DESCRIPTION

Beginning at the intersection of the north Right-of-Way (ROW) line of West Main Street and a point 16 2/3 feet west of the east lot line of Lot 33 in Block C in Park Place Addition to the City of Carbondale, Illinois as recorded in Book 5 of Plats at page 17 in the Recorder's Office of Jackson County, Illinois, this being the point of beginning for the proposed connecting strip;

thence west along the north ROW of West Main Street to its intersection with the southeast corner of Lot 3 in New Era Plaza, a subdivision of the Southwest Quarter of the Southwest Quarter of Section 17 as recorded in Book 12 of Plats at page 58A;

this point being the end of the description for the connecting link.

PROPOSED DEVELOPMENT TO BE ADDED TO THE ENTERPRISE ZONE

GENERAL DESCRIPTION OF PROPERTY

Lot 3 in New Era Plaza being a subdivision of a part of the Southwest Quarter of the Southwest Quarter of Section 17, Township 9 South, Range 1 West of the Third Principal Meridian, City of Carbondale, County of Jackson, State of Illinois, as found recorded in Plat Book 12 at Page 58-A..

DETAILED DESCRIPTION OF PROPERTY

A perimeter description being described as follows:

Commencing at Northwest corner of the Southwest Quarter of the Southwest Quarter of Section 17, Township 9 South, Range 1 West; thence East along the North line of the Southwest Quarter of the Southwest Quarter of the last aforesaid Section 17, a distance of 60.02 feet to a Pt; thence South along a line with a deflection angle of 90°29'47", a distance of 433.31 feet to the Northwest corner of Lot 1 in the last aforesaid New Era Plaza; thence East along the North line of the last aforesaid Lot 1 with a deflection angle of 90°00'00", a distance of 100.00 feet to a point in the North line of the last aforesaid Lot 1; thence

Southeast along the North line of the last aforesaid Lot 1 being the arc of a circular curve concave to the South having a radius of 166.44 feet and an internal angle of $30^{\circ}15'29''$ to which the last aforesaid line is tangent at the last aforesaid point, a distance of 87.90 feet to a point in the North line of the last aforesaid Lot 1; thence Southeast along the North line of the last aforesaid Lot 1 being tangent to the last aforesaid arc of a circular curve at the last aforesaid point, a distance of 185.00 feet to the Northwest corner of Lot 2 in the last aforesaid New Era Plaza; thence Southeast along the North line of the last aforesaid Lot 2 being a projection of the North line of the last aforesaid Lot 1, a distance of 265.00 feet to the Northwest corner of Lot 3 in the last aforesaid New Era Plaza being the point of beginning for this perimeter description of the last aforesaid Lot 3; from said point of beginning, thence Southeast along the North line of the last aforesaid Lot 3 being a projection of the North line of the last aforesaid Lot 2, a distance of 186.53 feet to the Northeast corner of the last aforesaid Lot 3; thence South along the East line of the last aforesaid Lot 3 with a deflection angle of $60^{\circ}49'07''$ to the right, a distance 438.41 feet to the Southeast corner of the last aforesaid Lot 3; thence Northwest along the Southwest line of the last aforesaid Lot 3 being the arc of a circular curve concave to the Northeast having a radius of 6875.87 feet and an internal angle of $3^{\circ}20'11''$ with a deflection angle of $118^{\circ}15'34''$ to the right to the chord thereof, a distance of 400.40 feet to the Southwest corner of the last aforesaid Lot 3; thence Northeast along the West line of the last aforesaid Lot 3 with a deflection angle of $90^{\circ}55'19''$ to the right from the chord projected of the last aforesaid arc of a circular curve, a distance of 389.20 feet to the point of beginning for this perimeter description of the last aforesaid Lot 3, containing 2.626 acres more or less.

Net area is 114,388 square feet more or less.

Net area is 0.0016 square miles more or less.

Perimeter Description

Dan Parrish
Lot 3 New Era Plaza
Carbondale, Illinois

E-8656 September 27, 2006
page 1 of 1
(prepared by Illinois Professional Land Surveyor No. 2780)

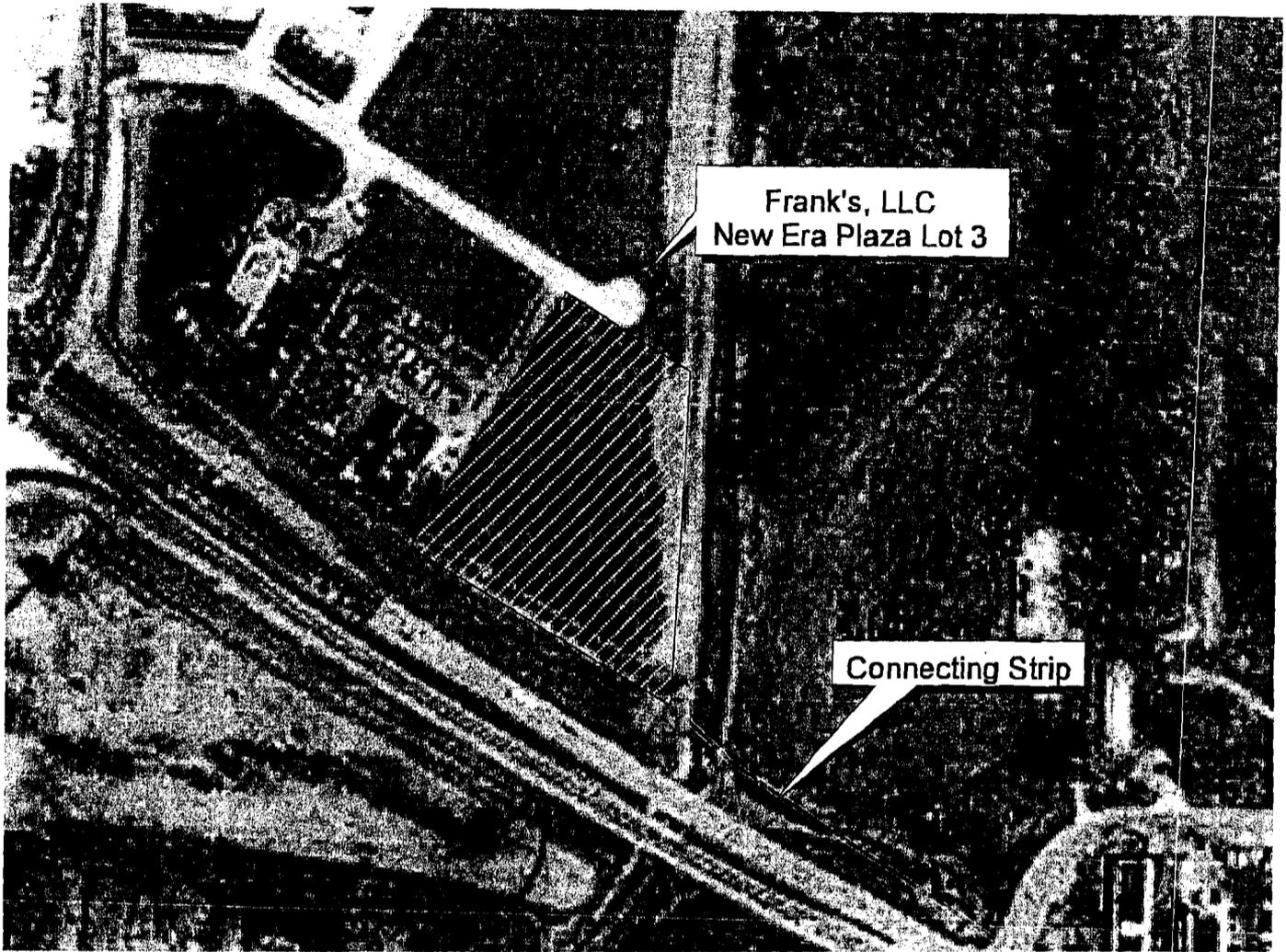
Lot 3 New Era Plaza Subdivision

Lot 3 in New Era Plaza being a subdivision of a part of the Southwest Quarter of the Southwest Quarter of Section 17, Township 9 South, Range 1 West of the Third Principal Meridian, City of Carbondale, County of Jackson, State of Illinois, as found recorded in Plat Book 12 at Page 58-A.

A perimeter description being described as follows:

Commencing at Northwest corner of the Southwest Quarter of the Southwest Quarter of Section 17, Township 9 South, Range 1 West; thence East along the North line of the Southwest Quarter of the Southwest Quarter of the last aforesaid Section 17, a distance of 60.02 feet to a point; thence South along a line with a deflection angle of $90^{\circ}29'47''$, a distance of 433.31 feet to the Northwest corner of Lot 1 in the last aforesaid New Era Plaza; thence East along the North line of the last aforesaid Lot 1 with a deflection angle of $90^{\circ}00'00''$, a distance of 100.00 feet to a point in the North line of the last aforesaid Lot 1; thence Southeast along the North line of the last aforesaid Lot 1 being the arc of a circular curve concave to the South having a radius of 166.44 feet and an internal angle of $30^{\circ}15'29''$ to which the last aforesaid line is tangent at the last aforesaid point, a distance of 87.90 feet to a point in the North line of the last aforesaid Lot 1; thence Southeast along the North line of the last aforesaid Lot 1 being tangent to the last aforesaid arc of a circular curve at the last aforesaid point, a distance of 185.00 feet to the Northwest corner of Lot 2 in the last aforesaid New Era Plaza; thence Southeast along the North line of the last aforesaid Lot 2 being a projection of the North line of the last aforesaid Lot 1, a distance of 265.00 feet to the Northwest corner of Lot 3 in the last aforesaid New Era Plaza being the point of beginning for this perimeter description of the last aforesaid Lot 3; from said point of beginning, thence Southeast along the North line of the last aforesaid Lot 3 being a projection of the North line of the last aforesaid Lot 2, a distance of 186.53 feet to the Northeast corner of the last aforesaid Lot 3; thence South along the East line of the last aforesaid Lot 3 with a deflection angle of $60^{\circ}49'07''$ to the right, a distance 438.41 feet to the Southeast corner of the last aforesaid Lot 3; thence Northwest along the Southwest line of the last aforesaid Lot 3 being the arc of a circular curve concave to the Northeast having a radius of 6875.87 feet and an internal angle of $3^{\circ}20'11''$ with a deflection angle of $118^{\circ}15'34''$ to the right to the chord thereof, a distance of 400.40 feet to the Southwest corner of the last aforesaid Lot 3; thence Northeast along the West line of the last aforesaid Lot 3 with a deflection angle of $90^{\circ}55'19''$ to the right from the chord projected of the last aforesaid arc of a circular curve, a distance of 389.20 feet to the point of beginning for this perimeter description of the last aforesaid Lot 3, containing 2.626 acres more or less.

Proposed Enterprise Zone Addition (2.626 A.)



0.07 0 0.07 0.14 Miles



ORDINANCE NO. 06-13

AN ORDINANCE TO ADD TERRITORY
TO THE JACKSON COUNTY 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 Carbondale-Murphysboro 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 Jackson County, Illinois, is hereby amended by adding Exhibits A-34 and B-34 (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.

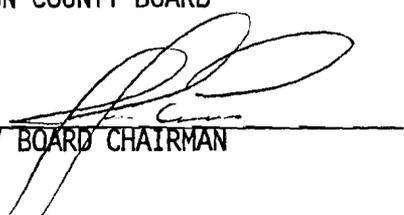
SECTION 5. That the Jackson County Board finds that the subject matter of this Ordinance pertains to the government and affairs of the Jackson County and is passed pursuant to authorities granted it by State statute and the Illinois Constitution.

SECTION 6. That this Ordinance shall be known as Ordinance No 06-13 of the Jackson County, Illinois, and 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 Jackson County, Illinois.

PASSED this 13th day of December, 2006.

APPROVED this 13th day of December, 2006.

JACKSON COUNTY BOARD


COUNTY BOARD CHAIRMAN

ATTESTED:


COUNTY CLERK

LEGAL DESCRIPTION

PROPOSED ENTERPRISE ZONE ANNEXATION

GENERAL DESCRIPTION OF PROPERTY

Lots 41, 42, 43, 44, 45, 46, 47 and all that part of Lot 48 lying East of the East ROW line of FAS Route 919 (Giant City Road) along with the 50 foot ROW of Stafford Avenue lying south of and adjoining Lots 41 through 48;

Lots 23, 24, 25, 26 and all of original Lot 27 lying East of the East ROW line of Swendell Avenue;

The North 60 feet of the vacated ROW of Swendell Avenue along with the North 60 feet of Lots 28 and 29;

The North 60 feet of Lot 30 lying East of the East ROW line of FAS Route 919 (Giant City Road) ;

all in the Ryburn Colp Subdivision of a part of Sections 14 and 23, Township 9 South, Range 1 West of the Third Principal Meridian in Jackson County, Illinois, containing 7.102 acres more or less.

DETAILED DESCRIPTION OF PROPERTY

Part of the Ryburn Colp Subdivision as shown by the recorded plat thereof in Plat Book 7 on Page 44 in the Recorder's Office of Jackson County, Illinois.

Beginning at the Intersection of the east line of Giant City Road and the north line of Lot 48 in said Ryburn Colp Subdivision, Thence east along the north lines of Lots 48, 47, 46, 45, 44, 43, 42 and 41, 615.8 feet to the northeast corner of said Lot 41; thence south along the east line of said Lot 41 and the southerly projection thereof 300 feet to the northwest corner of Lot 23 in said Ryburn Colp Subdivision and the south line of Stafford Avenue; thence east along the south line of Stafford Avenue 75 feet to the northeast corner of said Lot 23 and the west line of Colp Avenue; thence south along the east line of said Lot 23 and the west line of Colp Avenue 250 feet to the southeast corner of said Lot 23; thence west along the south lines of Lots 23, 24, 25, 26, 27, 28, 29 and 30, 690.8 feet to the east line of Giant City Road; thence north along said east line 550 feet to the point of beginning;

EXCEPT that part previously added to the Enterprise Zone by City Ordinance 2005-49.

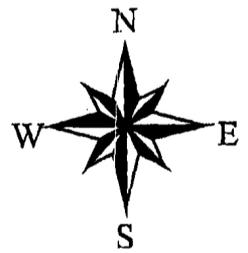
Net area is 311,840 square feet more or less.

Net area is 0.011 sq. miles more or less.

Proposed Enterprise Zone R. Parrish Development (7.102 A.)



0.09 0 0.09 0.18 Miles



JACKSON COUNTY RECYCLING ORDINANCE

06-14

WHEREAS, the Illinois Solid Waste Planning and Recycling Act, 415 ILCS 15/1 *et. seq.* (1994) (hereinafter referred to as the Act), mandates Counties to adopt and implement a plan for the management, disposal and reduction of solid wastes generated in their County; and

WHEREAS, in accordance with the Act, the County of Jackson, Illinois (hereinafter referred to as the County), through its County Board, has adopted a waste management plan; which plan must also include a County-wide recycling program; and

WHEREAS, the County recognizes recycling as a valuable, practical and essential method of waste stream reduction; and

WHEREAS, the present ordinance is intended to implement the County's waste management plan; and

WHEREAS, the Jackson County Board finds that:

- A) Sanitary landfill capacity is rapidly diminishing; and
- B) Alternatives to and reduction in the reliance on sanitary landfills is vital to the needs of the County's residents, businesses and environment; and
- C) Recycling of certain solid wastes is preferable to the disposal of these solid wastes; and
- D) Mandated recycling of certain solid wastes along with other related measures and incentives are needed in order to accomplish the County's goals in reducing the solid waste stream in this County;

NOW, THEREFORE, THE JACKSON COUNTY BOARD ORDAINS, AS FOLLOWS:

SECTION 1. Short Title

The present ordinance is adopted; and shall hereinafter be known and cited as the "Jackson County Recycling Ordinance".

SECTION 2. Savings Clause

All ordinances or parts of other ordinances in conflict with the provisions of this ordinance shall to the extent of the conflict be, and are, repealed; provided that nothing herein shall in any way excuse or prevent the prosecution of any provisions or existing violations of any ordinance, or parts thereof, superseded by this present ordinance.

SECTION 3. Definitions

Commercial Establishment Unit means any building or any part of any building wherein commerce or business is conducted, both profit and not-for-profit, including but not limited to, stores, markets, offices, restaurants, shopping centers, theaters, schools, churches, government offices and manufacturing facilities.

Composting means the biological process by which microorganisms decompose the organic fraction of waste, producing a humus-like material that may be used as a soil conditioner.

County means the County of Jackson or its designated agent to administer this ordinance.

Curbside Collection means a mixed municipal solid waste or recyclable materials collection system whereby the waste generator sets out waste containers for collection. Such collection may include specially established collection programs, including, but not limited to, "back door" collection programs.

Day means one calendar day.

Dwelling Unit means a building, including hotels or motels, exclusive of recreational vehicles, containing as its principle use one (1) or more dwelling units of habitation.

Garbage means any refuse products or materials including, but not limited to, the following: putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, sale or consumption of food; animal excretion; glass or metal containers, products or objects discarded as no longer usable; paper, wood, and cardboard waste; uprooted weeds, grass clippings, leaves and the like; ashes and cinders; discarded furniture or clothing; and dead animals. The term "garbage" does not include human excretion in the form of body waste.

Hauler means any person who engages in the business of collecting, hauling or disposing garbage, solid waste, recyclables, landscape waste, trash, brush or other refuse on a continuous and regular basis within the County.

Municipality means any city, village or incorporated town.

Person means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, political subdivision, state agency, or any other legal entity, or their legal representatives, agents or assigns.

Recyclable Materials means materials that are separated from garbage, solid waste, trash, or refuse for the purpose of recycling, such as, but not limited to, aluminum and tin cans, newspapers, corrugated cardboard, high grade printing and writing papers, magazines, landscape waste, plastic and glass containers, motor oil and vehicle fluids; and for which an economic and practical recycling market exists for the particular material.

Recycling, Reclamation or Reuse means a method, technique or process designed to remove any contaminant from waste so as to render the waste reusable, or any process by which materials that would otherwise be disposed of or discarded are collected, separated or processed and returned to the economic mainstream in the form of raw materials or products; but does not include the combustion of waste for energy recovery or volume reduction.

Refuse means waste. Refuse shall be synonymous with the terms "garbage", "refuse", "rubbish", "solid waste" and "trash".

Residential Dwelling Unit means single, and multi-family dwelling units of habitation.

Scavenging means the unauthorized collection or removal of, in a manner not in conformity with the law governing scavenging, materials, solid waste, and recyclable materials from a solid waste management facility, or that has been set out or discarded by persons specifically for authorized collection.

Solid Waste means any garbage, general residential dwelling unit and dwelling, commercial establishment unit waste, industrial lunchroom or office waste, landscape waste and construction and demolition debris.

Solid Waste Stream means any garbage, refuse or waste generated by residential dwelling units, dwelling units, and commercial establishment units.

Volume Based User Fees means refuse collection fees established on a volume or weight basis, or base rate volume structure.

SECTION 4. Separation of Recyclables

Each person in Jackson County shall comply with one of the following:

A) Reside within the corporate limits of a municipality which has entered into a written agreement with the County, and is participating in that municipality's solid waste and recycling program, wherein responsibility has been assumed for meeting the State-mandated recycling goal; and can demonstrate annually it has complied with the recycling requirement;

or

B) Reside within the unincorporated area of a township which has entered into a written agreement with the County, and is participating in that township's solid waste and recycling program, wherein responsibility has been assumed for meeting the State-mandated recycling goal; and can demonstrate annually it has complied with the recycling requirement;

or

C) Shall separate recyclable materials from all other refuse, garbage and solid waste, and store these recyclables separately in containers designed for recycling. As an alternative, persons may separate recyclable materials and take them to an established recycling center.

SECTION 5. Disposal of Solid Waste

No person shall knowingly dispose or discard waste, collected from persons in Jackson County, without recyclables first being removed and separated. Waste collected from persons within a municipality or township that has entered into a written agreement with the County, in accordance with Section 4(A) or (B), shall be exempt from this Section.

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 year beginning July 1 of each year through June 30 of the following year.
- B) The County shall prepare and make available to haulers an application form for vehicle licenses. The application shall include the following information:
 - 1. Name of business operating vehicles;
 - 2. Name of business manager;
 - 3. Name and address of the person designated as the legal representative of the business (such as president or owner);
 - 4. Address and telephone number of business;
 - 5. Year, make and model of each hauling vehicle;
 - 6. Type of each vehicle (such as dump truck, pickup, etc.);
 - 7. For each vehicle, its vehicle identification number, license plate number and fleet number;
 - 8. Weight of each vehicle;
 - 9. Capacity of each vehicle in tons or cubic yards;
 - 10. Such other information as the County shall deem appropriate and necessary.
- C) The licensee shall notify the County in writing within thirty days following a change in any application information.
- D) Each application from a hauler engaged in the business of collecting or hauling garbage, solid waste recyclables, or other refuse from sites within the County, shall be accompanied by a material separation plan in accordance with Section 7 of this ordinance.
- E) The County shall provide license renewal forms to each hauler within sixty days prior to the expiration of the licensee's current license. License renewal forms shall be completed and received by the County thirty days prior to the expiration of the licensee's current license.
- F) The County may grant a conditional license where an application and/or material

separation plan is incomplete. The conditional license shall specify the conditions upon which a permanent license will be granted and the time requirement within which the conditions must be met. Failure to comply with the conditions specified, shall result in a conditional license revocation and denial of a permanent license.

- G) The County shall have thirty days from the receipt of the license or renewal application to issue or deny the license, license renewal, or conditional license. The County will issue a temporary license valid for thirty days upon the County's failure to act upon the application within thirty days.
- H) The past history of the applicant, in terms of compliance with this ordinance, will be considered for purposes of issuance or denial of the license. The County shall notify the applicant in writing of its decision. If issued, the license shall be mailed by first class mail to the address provided in the application. If denied, a written decision shall be served by certified mail upon the applicant at the address provided in the application.
- I) A license denial shall provide written notice stating the basis for the denial and shall provide notice to the applicant that if an appeal is desired, a written request for a hearing must be received by the County within fifteen days following service of the denial. Upon receipt of a hearing request, the County shall set a time and place for the hearing. The hearing shall be conducted in accordance with the procedures in Section 10, Part 2 of this ordinance.
- J) The annual license fee for each vehicle shall be \$50.00. The annual license fee shall be prorated in the event the licensing period is less than one year's duration. Payment of all fees must accompany the license application/renewal and material separation plan.
- K) A copy of the license shall be carried at all times in the vehicle; and the sticker shall be conspicuously displayed in the upper right hand corner of the windshield.

SECTION 7. Material Separation Plan

As a condition of licensing and on a form supplied by the County, each applicant or licensee engaged in the business of collecting or hauling garbage, solid waste recyclables, or other refuse from site within the County, shall submit a material separation plan with the license application/renewal form. The plan shall demonstrate the means, methods, procedures to separate recyclables from the solid waste stream. Each material separation plan shall contain the following:

- 1) The means, methods and procedures used to collect, process and market those separated materials from persons as required under Section 4 of this ordinance.
- 2) The identification of specific recycling services to be employed (e.g. curbside services, etc.).
- 3) The total number of persons proposed to be served during the license year by each collection method used in sub-section 2 above, and the frequency of collection for each method. In addition, the total is to be broken down into the categories of residential dwelling units, dwelling units and commercial establishment units,

showing the total number of each.

- 4) Identification of the types of recyclable material to be collected in accordance with, or beyond that required for separation under Section 4 of this ordinance.
- 5) A description of the method and materials which will be used to explain to each customer the type of materials to be collected, material preparation instructions and frequency of service.

SECTION 8. Reporting

On or before July 31st and January 31st of each year, each licensee engaged in the business of collecting or hauling garbage, solid waste recyclables, or other refuse from sites within the County, shall submit a written report, on forms provided by the County, on its recycling service operation during the previous six months. (January 1 - June 30; July 1 - December 31). Interim reports may also be required by the County. Failure to submit a report shall constitute a violation of this ordinance and will result in suspension or revocation of the license. This report shall contain:

1. The total tonnage of solid waste collected in the County.
2. The total tonnage of recyclable materials collected in the County, by commodity, in each sector - dwelling units and commercial establishment units.
3. The total tonnage of landscape waste collected for land application and/or composting.

SECTION 9. Collection of Recyclables

Collection of recyclables from all persons shall be by a hauler licensed by the County under this ordinance, and selected by the occupant of the unit, or by a manager of such unit, or by an association governing those units, or by a municipality or township, or by franchise awarded by a municipality or township.

SECTION 10. Administration and Enforcement

A. Enforcement - VIOLATIONS AND PENALTIES

1. Within any twelve month period of time, any hauler who violates any provision of this ordinance may be subject to a fine of fifty dollars (\$50) for the first violation; one hundred dollars (\$100) for the second violation; two hundred fifty dollars (\$250) for the third violation; and five hundred dollars (\$500) for the fourth and subsequent violations. For a licensed hauler, in the case of a fourth violation within a twelve month period of time, a fourteen (14) day suspension of a license may be imposed. A fifth violation within a twelve month period of time may result in a two (2) month license suspension. For further subsequent violation(s), the license may be revoked for the remainder of the license term plus an additional year. Notwithstanding these provisions, any violation of this ordinance may result in suspension or revocation proceedings in accordance with Sub-Section B of this Section.

2. Any person who scavenges solid waste and/or recyclable materials that have been set out specifically for collection by persons or the County may be subject to a fine of up to five hundred (\$500) dollars for each occurrence. Each day of any

violation of this ordinance which continues constitutes a separate offense for each day in violation.

3. A violation of this ordinance shall be initiated by either a citation to the offender or by separate complaint. The violation shall be prosecuted by the State's Attorney's office.

4. In addition to the fines, the County may institute an injunctive action against the offender, separate from or in conjunction with the ordinance violation proceeding, seeking any appropriate relief to prevent, abate, correct any violation of this ordinance or a threatened violation of this ordinance.

5. The County may issue a warning notice to any person suspected of not being in compliance with any provision of this ordinance.

B. Administrative Procedures - NOTICE

PART 1. SUSPENSION OF LICENSE

a. Any license required under this ordinance may be temporarily suspended for a violation of any provision of this ordinance.

b. Whenever a license holder or operator has failed to comply with any provision of this ordinance, the license holder shall be notified in writing that the license shall be suspended as set forth in this ordinance. The notice shall state that the license holder shall have an opportunity for a hearing, and the procedures for requesting such shall be indicated in the notice to the license holder. The County, before imposing the suspension, shall allow for reasonable advance notice to the license holder of the suspension before it is imposed. If, however, the County finds that the public health, safety, or welfare requires immediate action, summary suspension of a license may be ordered. Requesting a hearing shall not delay or stay the imposition of the temporary or summary suspension.

c. Upon suspension of the license, the license shall be removed from the vehicle and immediately returned to the County.

d. Any person whose license has been suspended may, at any time, make application for the reinstatement of the license. Upon receipt by the County of this request, the County may cause a reinspection or resubmission of corrected information or whatever corrective actions the County may require in order to reinstate the license. An application for reinstatement shall not delay or stay the imposition of the temporary or summary suspension.

e. All notices for suspensions shall be by certified mail to or by personal service on the license holder.

f. In addition to the above, the written notice shall state the effective date of the suspension; the facts constituting the conclusion that a violation or violations have occurred; a statement that if the licensee desires to appeal, a written request for a hearing must be received by the County; and the consequences to the license holder if the holder fails to contest the suspension.

g. All hearings shall be conducted in accordance with PART 3 of this Sub-Section.

PART 2. REVOCATION OF LICENSE

a. For serious and repeated violations of any provision of this ordinance, or for interference with the County in the performance of its duties under this ordinance, the license may be permanently revoked after an opportunity for a hearing, as set forth in PART 3 of this Section, has been given the license holder. No license shall be revoked until the license holder has been notified in writing, as provided below. If the license holder fails to request a hearing, after being sent notice, by the date indicated in the notice, the license shall be permanently revoked. If the license holder requests a hearing within the time stated in the notice, then, the County, at its discretion, may suspend the license for the duration of the revocation proceedings. Provided further, nothing herein shall prevent the County from suspending a license, either summarily or temporarily concurrently with the license revocation proceedings.

b. The date of revocation to be inserted in the notice of revocation shall be at least five (5) days from the date the notice is served on the license holder. In addition to the above, the notice shall also state whether or not the license is suspended during the pendency of the revocation proceedings. Further, the notice must also state the reasons for the revocation; and that the license holder has the right to a hearing before the license revocation is imposed. Furthermore, the notice shall state the consequences to the license holder should the holder fail to request a hearing.

c. All notices for suspensions shall be by certified mail to or by personal service on the license holder.

d. All hearings shall be conducted in accordance with PART 3 of the Sub-Section .

PART 3. HEARINGS

a. All hearings shall be conducted by the County at a time and place designated by it. Based upon the record of such hearing, the County shall make a finding and shall sustain, modify, or rescind any official notice or order considered in the hearing. A written report of the decision shall be furnished to the license holder by the County within ten (10) working days of the conclusion of the hearing, or such other time as the parties may agree to. All final decisions resulting from the hearing shall be subject to the Illinois Administrative Review Act, as now or hereinafter amended.

b. All hearings shall be public and shall be recorded.

c. The cost of preparing a record shall be borne by the applicant or license holder.

SECTION 11. Effective Date

The provisions of this ordinance shall be effective on July 1, 1997.

SECTION 12. Other Ordinances or Agreements

A) This ordinance is not intended to abrogate any existing covenant or any other private agreement, provided that where the provisions of this ordinance are more restrictive or impose higher standards or requirements than such covenant or other private agreement, this ordinance's requirements shall govern.

B) Where the requirements of any municipality's or township's ordinances or programs are more stringent than the provisions of this ordinance, the more restrictive program and/or ordinance requirements shall govern.

SECTION 13. Severability

If any section, subsection, sentence, clause, phrase, or any portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such offending portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 14. Provisions Cumulative

The provisions of this ordinance are cumulative and are additional limitations upon all other laws and ordinances covering any subject matter within this ordinance.

SECTION 15. Amendments

This ordinance may be amended from time to time by amendatory ordinances.

SECTION 16. Chairman's Signature

The Chairman of the Jackson County Board is authorized to affix his signature on this ordinance on behalf of the Jackson County Board.

THIS REPRINT OF THE JACKSON COUNTY RECYCLING ORDINANCE IS FROM ORDINANCE 96-28, ORDAINED AND ADOPTED BY THE JACKSON COUNTY BOARD AT ITS REGULAR MONTHLY MEETING ON SEPTEMBER 11, 1996; AND FROM AMENDMENTS TO THE ORDINANCE ON DECEMBER 11, 1996 (ORDINANCE 96-32) AND ON APRIL 9, 1997 (ORDINANCE 97-3).