

**DEBRA D. MING MENDOZA  
COUNTY CLERK OF MADISON COUNTY  
EDWARDSVILLE, ILLINOIS**

**AGENDA  
MADISON COUNTY BOARD  
NOVEMBER 19, 2014**

To the Members of the Madison County Board:

The following is the Agenda for the County Board Meeting on Wednesday, November 19, 2014.

**APPROVAL OF THE OCTOBER 15, 2014 MINUTES:**

**A. APPOINTMENTS:**

1. Madison County Board of Review
2. Hamel Fire Protection District
  - a. Dennis Hemann is recommended for appointment to the unexpired term of Harry Renken, who has resigned.
3. Madison County Mass Transit District
  - a. Bruce Malone is recommended for reappointment to a new four year term.
4. Madison County Park and Recreation Grant Commission
  - a. Jamie Goggin is recommended for reappointment to a new three year term.
5. Marine Cemetery Association Board
  - a. Catherine Stewart is recommended for reappointment to a new six year term.
  - b. Neil Straube is recommended for reappointment to a new six year term.
  - c. Kenneth Moss is recommended for reappointment to a new six year term.
  - d. Kem Conrad is recommended for reappointment to a new six year term.
6. Moro Fire Protection District
  - a. Robert Whipkey is recommended for appointment to the unexpired term of Norma McGaughey, who has resigned.

**B. BUILDINGS AND FACILITIES MANAGEMENT COMMITTEE  
AND FINANCE AND GOVERNMENT OPERATIONS COMMITTEE:**

1. Resolution to Award Contract for Selective Elevator Service for Madison County Government Buildings.
2. Resolution to Award Contract for Elevator Modernizations for Selective Madison County Elevators.

**C. COUNTY INSTITUTIONS COMMITTEE:**

1. 6 Month Museum Progress Report.

**D. FINANCE AND GOVERNMENT OPERATIONS COMMITTEE:**

1. Summary Report of Claims and Transfers.
2. Immediate Emergency Appropriation-2015 Family Violence Coordinating Council Grant.
3. Immediate Emergency Appropriation-Capital Project New World System.
4. Immediate Emergency Appropriation-2015 Local Health Preparedness Grant.
5. Immediate Emergency Appropriation-2014 SAMHSA Adult Drug Court Grant.
6. Immediate Emergency Appropriation-2015 Adult Redeploy Illinois Grant.
7. Revised FY 2014 Replacement Tax Allocation.
8. FY 2015 Replacement Tax Allocation.
9. FY 2015 Budget Summary.
10. FY 2015 Real Estate Tax Levy Ordinance.
11. A Resolution Authorizing a WRB Wood River Refinery Intergovernmental Agreement for Property Tax Assessment Purposes.
12. A Resolution Setting Bond for Position of County Clerk.
13. A Resolution Setting Bond for Position of Treasurer and Collector.
14. An Ordinance Revising the Neutral Site Custody Exchange Fee.
15. An Ordinance Revising the Children's Advocacy Center Fee.

**E. GRANTS COMMITTEE:**

1. Resolution Authorizing a Professional Services Contract to National Development Council.
2. A Resolution Authorizing Commitment to St. Louis Regional Chamber.
3. An Ordinance and Intergovernmental Agreement Establishing an Enterprise Zone in Southwestern Madison County.
4. An Ordinance and Intergovernmental Agreement Establishing the Riverbend Enterprise Zone.
5. An Ordinance and Intergovernmental Agreement Establishing the Madison County Discovery Enterprise Zone.

**F. GOVERNMENT RELATIONS COMMITTEE:**

1. An Ordinance Granting a Franchise to Charter Communications Entertainment in Madison County.

**G. HEALTH DEPARTMENT COMMITTEE:**

1. Activities Report.

**H. INFORMATION TECHNOLOGY COMMITTEE AND FINANCE AND GOVERNMENT OPERATIONS COMMITTEE:**

1. Resolution to Purchase Maintenance Renewal on Microsoft Software Licensing for the Madison County Information Technology Department.
2. Resolution to Renew Cisco Smartnet Maintenance for the Madison County Information Technology Department.
3. Resolution to Purchase a Nimble Storage Array for the County Wide New World Project for the Madison County Information Technology Department.
4. Resolution to Purchase a Dell Blade Chassis with 4 Server Blades for the County Wide New World Project for the Madison County Information Technology Department.

**I. JUDICIARY COMMITTEE AND FINANCE AND GOVERNMENT OPERATIONS COMMITTEE:**

1. Resolution to Purchase Audio Visual Upgrades at the Madison County Criminal Justice Center Court Room 109 for the Madison County Circuit Court.

**J. PLANNING AND DEVELOPMENT COMMITTEE:**

1. Zoning Resolutions.
2. Resolution-Text Amendment to the Madison County Zoning Ordinance for Domestic Farm Animals.
3. Resolution-Text Amendment to the Madison County Zoning Ordinance for Home Occupations.

**K. PLANNING AND DEVELOPMENT COMMITTEE AND FINANCE AND GOVERNMENT OPERATIONS COMMITTEE:**

1. Resolution Authorizing Purchase of Permit Tracking Software for the Madison County Planning and Development Department.

**L. PLANNING AND DEVELOPMENT COMMITTEE AND GRANTS COMMITTEE:**

1. Resolution Authorizing Solid Waste Environmental Grant FY 2014.
2. Resolution Authorizing Green Schools Environmental Grant FY 2014.

**M. REAL ESTATE TAX CYCLE COMMITTEE:**

1. Property Trustee Resolutions.

**N. TRANSPORATION COMMITTEE:**

1. Resolution Providing for the Participation in Comprehensive Transportation Planning under the Southwestern Illinois Planning Commission.
2. County Maintenance Resolution 2015 Motor Fuel Tax.
3. Agreement/Funding Resolution, St. Louis Street Resurfacing, City of Edwardsville.

**O. TRANSPORTATION COMMITTEE AND FINANCE  
AND GOVERNMENT OPERATIONS COMMITTEE:**

1. Resolution to Award Contract for One New Tandem Axle Dump Truck.

**P. NEW BUSINESS:**

- 1.

**Q. MISCELLANEOUS:**

1. Monthly Report of County Clerk, Circuit Clerk, Recorder, Sheriff, Treasurer, and Coroner.
2. Public Comment.

Appointment Recommendations for November, 2014 County Board Meeting

Madison County Board of Review

Hamel Fire Protection District

Dennis Hemann is recommended for appointment to the unexpired term of Harry Renken, who has resigned.

Madison County Mass Transit District

Bruce Malone is recommended for reappointment to a new four year term.

Madison County Park and Recreation grant Commission

Jamie Goggin is recommended for reappointment to a new three year term.

Marine Cemetery Association Board

Catherine Stewart is recommended for reappointment to a new six year term.

Neil Straube is recommended for reappointment to a new six year term.

Kenneth Moss is recommended for reappointment to a new six year term.

Kem Conrad is recommended for reappointment to a new six year term.

Moro Fire Protection District

Robert Whipkey is recommended for appointment to the unexpired term of Norma McGaughey, who has resigned.

**RESOLUTION TO AWARD CONTRACT  
FOR SELECTIVE ELEVATOR SERVICE FOR MADISON COUNTY GOVERNMENT  
BUILDINGS**

Mr. Chairman and Members of the County Board:

**WE**, your Buildings & Facilities Management Committee wish to award a service contract for selective elevator service for a five year period (12/1/2014 – 11/30/2019), and,

**WHEREAS**, two (2) bids were received from the following including the base bid:

1. *Kone Inc.* .....**\$124,000.00**
2. *Shindler Elevator Corporation* .....**\$152,694.00**
3. *ThyssenKrupp Elevator*..... *No Bid*

**WHEREAS**, Kone Inc. met all specifications at annual contract prices of

Year 1 12/1/2014 to 11/30/2015 of \$23,220.00,  
Year 2 12/1/2015 to 11/30/2016 of \$24,050.00,  
Year 3 12/1/2016 to 11/30/2017 of \$24,800.00,  
Year 4 12/1/2017 to 11/30/2018 of \$25,500.00,  
Year 5 12/1/2018 to 11/30/2019 of \$26,430.00;

**WHEREAS**, the Building Administrator has reviewed the bids and recommends the lowest responsible bidder, Kone, Inc. of St. Louis, MO, in the amount of One Hundred Twenty Four Thousand Dollars (\$124,000.00); and,

**WHEREAS**, the Project will be funded by Buildings & Lands Administration funds.

**NOW, THEREFORE BE IT RESOLVED** by the County Board of the County of Madison, Illinois, that the County Board Chairman be hereby directed and designated to execute said contract with Kone, Inc. of St. Louis, MO contingent on the contractor furnishing all required documentation.

Respectfully submitted by:

\_\_\_\_\_  
Steve Adler

s/ Joe Semanisin  
Joe Semanisin

s/ Mark Burris  
Mark Burris

s/ Bruce Malone  
Bruce Malone

s/ Roger Alons  
Roger Alons

\_\_\_\_\_  
Mick Madison

s/ Jim Dodd  
Jim Dodd

**Buildings & Facilities Management Committee**

s/ Jack Minner  
Jack Minner

s/ Michael Holliday, Sr.  
Michael Holliday, Sr.

s/ Larry Trucano  
Larry Trucano

s/ Kelly Tracy  
Kelly Tracy

\_\_\_\_\_  
Bill Meyer

s/ Ann Gorman  
Ann Gorman

s/ Jamie Goggin  
Jamie Goggin

**Finance & Government Operations Committee**

**RESOLUTION TO AWARD CONTRACT  
FOR ELEVATOR MODERNIZATIONS FOR SELECTIVE MADISON COUNTY ELEVATORS**

Mr. Chairman and Members of the County Board:

**WE**, your Buildings & Facilities Management Committee received two (2) bids for elevator modernizations for selective Madison County elevators, and,

**WHEREAS**, two (2) bids were received from the following including the base bid, alternates 1, 2, and 3:

4. *Kone, Inc.* ..... **\$249,430.00**
5. *Schindler Elevator Corporation*..... **\$391,682.00**
6. *Thyssen Krupp Elevator* ..... **No Bid**

**WHEREAS**, the Building Administrator has reviewed the bids and recommends the lowest responsible bidder, Kone, Inc. of St. Louis, MO, in the amount of Two Hundred Forty Nine Thousand Four Hundred Thirty Dollars (\$249,430.00); and,

**WHEREAS**, the Project will be funded by FY2014 Buildings & Lands Capital Project funds.

**NOW, THEREFORE BE IT RESOLVED** by the County Board of the County of Madison, Illinois, that the County Board Chairman be hereby directed and designated to execute said contract with Kone, Inc. of St. Louis, MO contingent on the contractor furnishing all required documentation.

Respectfully submitted by:

\_\_\_\_\_  
Steve Adler

s/ Joe Semanisin  
Joe Semanisin

s/ Mark Burris  
Mark Burris

s/ Bruce Malone  
Bruce Malone

s/ Roger Alons  
Roger Alons

\_\_\_\_\_  
Mick Madison

s/ Jim Dodd  
Jim Dodd

**Buildings & Facilities Management Committee**

s/ Jack Minner  
Jack Minner

s/ Michael Holliday, Sr.  
Michael Holliday, Sr.

s/ Larry Trucano  
Larry Trucano

s/ Kelly Tracy  
Kelly Tracy

\_\_\_\_\_  
Bill Meyer

s/ Ann Gorman  
Ann Gorman

s/ Jamie Goggin  
Jamie Goggin

**Finance & Government Operations Committee**



The Museum is pleased to submit the semi-annual report to the County Institutions Committee: Nick Petrillo, Chairman; Roger Alons, Lisa Ciampoli, Liz Dalton, Mick Madison, Kristen Novacich, Bill Robertson and to the Madison County Board

**MADISON COUNTY HISTORICAL MUSEUM/LIBRARY PROGRESS REPORT  
January 1, 2014 through June 30, 2014**

**MUSEUM/LIBRARY VISITORS**

Month	<i>museum +library</i> Individuals	<i>museum</i> Special Openings	<i>museum</i> Number of Groups	<i>museum</i> Members of Group	<i>TOTAL VISITORS</i> Total
January	12 + 37 (20)	0	0	0	49
February	30 + 50 (28)	0	0	0	80
March	32 + 98 (38)	0	1	7	137
April	17 + 43 (24)	0	0	0	60
May	34 + 67 (28)	0	0	0	101
June	71 + 158 (53)	0	2	40	269
TOTAL	196+ 453(191)	0	3	47	696

\*Numbers in parentheses are monthly research requests. Library numbers without parentheses reflect everyone who entered to attend a meeting, to volunteer, etc.

**Visitors** came from fifteen states: California, Colorado, Georgia, Illinois, Indiana, Missouri, New Mexico, North Carolina, Ohio, South Dakota, Tennessee, Texas, Utah, Washington, and West Virginia.

Visitor count was down due to Main Street infrastructure work. Student spring tours were cancelled for safety reasons. Visitors found sections of Main and parking areas not accessible.

**MUSEUM/LIBRARY PUBLICITY**

*Mailing list:* Continuous update of changes, contribution amounts, and dates.

*Museum press releases* were mailed to the media and Museum websites. Articles/photos appeared in The Telegraph, Belleville News-Democrat, Suburban Journals, Madison County Chronicle, Edwardsville Intelligencer and Advantage. In addition, the Museum is listed in: AAA Tour Guide, Southwestern Illinois Tourism Guide.

Three MCHS Newsletters were published in January, March and May 2014.

**CONTRIBUTIONS**

Seventy-two monetary contributions were receipted, recorded, and acknowledged.

**COLLECTIONS CARE/COLLECTIONS MANAGEMEMNT**

Artifact donations at the Museum were fairly slow during the first half of the year, but what we did receive were quality items. After dismantling the surveying exhibit, a piece of surveying equipment (a 2- pole chain) was donated to the Museum by the original lender. We were also fortunate enough to receive a large collection of political memorabilia from retired State Senator Evelyn Bowles. In addition to the Senator's gift, fifty-six items were donated to the Museum.

Staff at the Museum installed a display of artifacts related to the Kane architectural firm to compliment the images on display in the Archival Library. In June, wedding fever hit the Museum. A display of wedding dresses from different time periods occupies the front and back parlors. Panels that investigate the origins of some popular bridal traditions also adorn the parlors. Staff also started the beginning stages for a new project that will hopefully see participants (veterans) from the entire County.

As always, the Museum staff continues to inventory the massive collection and pack items that are rotated off display.

### **LIBRARY ARCHIVES**

- In March, the Archival Library opened the Kane Family of Architects Exhibit with thirty-five guests in attendance, many from the Kane Family who provided insight into many of the exhibit pieces.
- Archival Research Manager Mary Westerhold attended the ISHS History Symposium on the Eastern Illinois University campus with the Director and Curator.
- In June, Cheryl Jett and Joe Sonderman presented a program on their new publication “Route 66 in Illinois.”
- The Library hosted the Edwardsville Police Youth Academy for a presentation by Cheryl Jett on Crime in Edwardsville.
- The Library hosted the Woodlawn Cemetery Association’s final presentation of Voices of the Past.
- June was also the Route 66 festival in Edwardsville where staff helped with an exhibit and information table.
- Library staff and volunteers have begun a monthly tour of other library and museum facilities in order to better understand the research material available and for new ideas for displays. Note – this is not done during normal staff working hours so there is no disruption in our service to the public.
- Mary Westerhold provided scans of historical photos as part of her role on the committee developing the new Madison County web site.
- Staff and volunteers continue to work on the probate files in a joint project with the Circuit Clerk’s office.
- Library volunteers and staff also continue to work on the indexing of the Madison County Poor Farm records from 1926 through the end of the records in the early 1950s to be compiled into a book. When completed, the indexes will be made available for purchase to libraries, research facilities, and individuals.

### **EXHIBITS AT THE MUSEUM**: Kane Family of Architects

Old, New, Borrowed and Blue (wedding traditions and customs)

### **EXHIBIT IN THE COUNTY ADMINISTRATION BLDG. EXHIBITS IN THE COURTHOUSE:**

War of 1812 Timeline; Civil War Timeline

### **REPORTS, RECORDS**

Museum Six-Month Progress Report, July through December 2013, for Madison County Board; sales tax exemption report to State of Illinois; annual charitable organization report to Illinois Attorney General.

Invoices approved and forwarded to County Auditor or to MCHS Treasurer.

Bi-weekly timecards to County Treasurer (payroll).

Monthly report of Museum/Library monetary receipts to MCHS Treasurer.

### **MUSEUM/LIBRARY VOLUNTEERS**

*Volunteers* and substitutes were scheduled and new volunteers oriented. Service hours recorded. Volunteers from the staff (excluding Administrator), the Friends of the Museum, and the MCHS Board of Directors donated 1900 hours from January through June 2014.

### **MEETINGS**

*Madison County Institutions Committee* monthly meetings - agendas, meetings attended.

*MCHS (Madison County Historical Society)* monthly meetings attended.

*ISHS (Illinois State Historical Society)* quarterly Board of Directors meetings and Executive Committee meetings attended. Suzanne Dietrich, Museum/Library Director, is Secretary of the Illinois State Historical Society.

*ISGS Illinois State Genealogical Society* quarterly Executive Committee meetings attended by Archival Library Research Manager, Mary Westerhold.

### **BUILDINGS AND GROUNDS**

*Improvements:*

*Replaced:*

*Routine:* pest control, lawn mowing and snow removal for Museum and Library (County), housecleaning (Society), and herb garden care (City Gardeners).

### **HISTORY ORDERS**

Sale of one reproduction copy of Brink's "*History of Madison County, Illinois 1882*"

### **PURCHASE**

Purchase and necessary paperwork for equipment and supplies for the Museum office, archives, buildings, and displays.

Suzanne C. Dietrich, Superintendent  
MADISON COUNTY HISTORICAL MUSEUM & ARCHIVAL LIBRARY

**SUMMARY REPORT OF CLAIMS  
AND TRANSFERS  
November**

Mr. Chairman and Members of the County Board:

Submitted herewith is the Claims and Transfers Report for the month of November, 2014 requesting approval.

	<b>Payroll <u>10/10/14, 10/24/14</u></b>	<b>Claims <u>11/19/2014</u></b>
GENERAL FUND	\$ 2,263,220.11	\$ 691,442.81
SPECIAL REVENUE FUND	1,166,128.19	2,898,374.82
DEBT SERVICE FUND	0.00	0.00
CAPITAL PROJECT FUND	0.00	269,039.74
ENTERPRISE FUND	51,025.42	112,609.40
INTERNAL SERVICE FUND	28,039.18	812,293.46
COMPONENT UNIT	0.00	0.00
<b>GRAND TOTAL</b>	<b>\$ 3,508,412.90</b>	<b>\$ 4,783,760.23</b>

**FY 2014 EQUITY TRANSFERS**

<b><u>FROM/</u></b>	<b><u>TO/</u></b>	
<b><u>Special Revenue Fund/</u></b>	<b><u>Special Revenue Fund/</u></b>	
<b>Health Department</b>	<b>2013 Vector</b>	<b>\$ 501.25</b>
<b><u>Special Revenue Fund/</u></b>	<b><u>Special Revenue Fund/</u></b>	
<b>Health Department</b>	<b>2014 IL Tobacco Free</b>	<b>\$ 5,121.73</b>
<b><u>Special Revenue Fund/</u></b>	<b><u>Special Revenue Fund/</u></b>	
<b>Health Department</b>	<b>2014 Local Health Preparedness</b>	<b>\$ 25,164.25</b>
<b><u>Special Revenue Fund/</u></b>	<b><u>Special Revenue Fund/</u></b>	
<b>Health Department</b>	<b>2014 IBCCP</b>	<b>\$ 7,290.16</b>
<b><u>Special Revenue Fund/</u></b>	<b><u>Special Revenue Fund/</u></b>	
<b>Indust Dev. Loan - CSBG</b>	<b>DCCA Contingency</b>	<b>\$ 38,155.10</b>

s/ Rick Faccin  
\_\_\_\_\_  
Madison County Auditor

s/ Jack Minner  
\_\_\_\_\_  
s/ Jamie Goggin  
s/ Larry Trucano  
\_\_\_\_\_  
s/ Kelly Tracy  
s/ Ann Gorman  
\_\_\_\_\_  
s/ Michael Holliday, Sr.  
Finance & Gov't Operations Committee  
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## **IMMEDIATE EMERGENCY APPROPRIATION**

**WHEREAS**, the Fiscal Year 2014 Budget for the County of Madison has been duly adopted by the County Board; and,

**WHEREAS**, subsequent to the adoption of said budget, the County has received a grant in the amount of \$17,000 entitled Family Violence Prevention Coordinating Council Grant, with the purpose of increasing awareness of family violence and providing resources to help eliminate the problem,

**WHEREAS**, the Illinois Criminal Justice Information Authority has authorized funds of \$17,000, with the County providing no matching funds; and

**WHEREAS**, the agreement provides a grant period of July 1, 2014 through June 30, 2015; the amount not expended in Fiscal Year 2014 will be re-appropriated for the remaining grant period in Fiscal Year 2015;

**NOW, THEREFORE, BE IT RESOLVED** by the County Board of the County of Madison that pursuant to Chapter 55, Section 5/6 - 1003, Illinois Compiled Statutes that this immediate emergency appropriation be hereby adopted whereby the Fiscal Year 2014 Budget for the County of Madison be increased by \$17,000 in the fund established as the 2015 Family Violence Prevention Coordinating Council Grant.

Respectfully submitted,

s/ Jack Minner

s/ Jamie Goggin

s/ Larry Trucano

s/ Kelly Tracy

s/ Ann Gorman

s/ Michael Holliday, Sr.

**Finance & Gov't Operations Committee**

## **IMMEDIATE EMERGENCY APPROPRIATION**

**WHEREAS**, the Fiscal Year 2014 Budget for the County of Madison has been duly adopted by the County Board; and,

**WHEREAS**, subsequent to the adoption of said County Budget, it has been determined that there are necessary expenditures that will be incurred for the I.T. infrastructure upgrade to provide the Sheriff's department's New World System services to county first responders; and

**WHEREAS**, said expenditures were not provided for in the Fiscal Year 2014 Budget and will result in a deficit budget; and

**WHEREAS**, there are sufficient funds available in the Capital Projects Fund for this immediate emergency appropriation;

**NOW, THEREFORE, BE IT RESOLVED** by the County Board of the County of Madison that pursuant to Chapter 55, Section 5/6 - 1003, Illinois Compiled Statutes that this immediate emergency appropriation be hereby adopted whereby the Fiscal Year 2014 Budget for the County of Madison be increased by \$158,550 in the Capital Project – New World System Project.

Respectfully submitted,

s/ Jack Minner

s/ Jamie Goggin

s/ Larry Trucano

s/ Kelly Tracy

s/ Ann Gorman

s/ Michael Holliday, Sr.

**Finance & Gov't Operations Committee**

## **IMMEDIATE EMERGENCY APPROPRIATION**

**WHEREAS**, the Fiscal Year 2014 Budget for the County of Madison has been duly adopted by the County Board; and,

**WHEREAS**, subsequent to the adoption of said budget, the County has received a grant in the amount of \$166,188 with the purpose of providing grant monies to support public health preparedness and response for bioterrorism; and,

**WHEREAS**, the Illinois Department of Public Health has authorized federal funds in the amount of \$166,188, with the County providing no additional match funds; and,

**WHEREAS**, the agreement provides a grant period of July 1, 2014 through June 30, 2015; the amount not expended in Fiscal Year 2014 will be re-appropriated for the remaining grant period in Fiscal Year 2015;

**NOW, THEREFORE, BE IT RESOLVED** by the County Board of the County of Madison that pursuant to Chapter 55, Section 5/6 - 1003, Illinois Compiled Statutes that this immediate emergency appropriation be hereby adopted whereby the Fiscal Year 2014 Budget for the County of Madison be increased by \$166,188 in the budget established as the 2015 Health Department Local Health Preparedness Grant.

Respectfully submitted,

s/ Jack Minner

s/ Jamie Goggin

s/ Larry Trucano

s/ Kelly Tracy

s/ Ann Gorman

s/ Michael Holliday, Sr.

**Finance & Government Operations Committee**



## **IMMEDIATE EMERGENCY APPROPRIATION**

**WHEREAS**, the Fiscal Year 2014 Budget for the County of Madison has been duly adopted by the County Board; and,

**WHEREAS**, subsequent to the adoption of said budget, the County has received a grant in the amount of \$323,834 entitled the Project New Direction– Enhanced Drug Court Treatment, with the purpose of providing an enhanced drug court support and treatment program for high risk offenders; and

**WHEREAS**, the Department of Health and Human Services - Substance Abuse and Mental Health Services Administration has authorized funds in the amount of \$316,908, with the County providing no matching funds; and

**WHEREAS**, the agreement provides a grant period of September 30, 2014 through September 29, 2015; any amount not expended in Fiscal Year 2014 will be re-appropriated for the remaining grant period in Fiscal Year 2015;

**NOW, THEREFORE, BE IT RESOLVED** by the County Board of the County of Madison that pursuant to Chapter 55, Section 5/6 - 1003, Illinois Compiled Statutes that this immediate emergency appropriation be hereby adopted whereby the Fiscal Year 2014 Budget for the County of Madison be increased by \$323,834 in the fund established as the 2014 SAMHSA Enhanced Drug Court Treatment Program.

Respectfully submitted,

s/ Jack Minner

s/ Jamie Goggin

s/ Larry Trucano

s/ Kelly Tracy

s/ Ann Gorman

s/ Michael Holliday, Sr.

**Finance & Gov't Operations Committee**

## **IMMEDIATE EMERGENCY APPROPRIATION**

**WHEREAS**, the Fiscal Year 2014 Budget for the County of Madison has been duly adopted by the County Board; and,

**WHEREAS**, subsequent to the adoption of said budget, the County has received a grant in the amount of \$192,347 entitled the Adult Redeploy Illinois Program, with the purpose of establishing a continuum of local, community-based sanctions and treatment alternatives for non-violent offenders who would otherwise be incarcerated; and

**WHEREAS**, the Illinois Criminal Justice Information Authority has authorized state funds of \$192,347, with the County providing no matching funds; and

**WHEREAS**, the agreement provides a grant period of July 1, 2014 through June 30, 2015, the amount not expended in Fiscal Year 2014 will be reappropriated for the remaining grant period in Fiscal year 2015;

**NOW, THEREFORE, BE IT RESOLVED** by the County Board of the County of Madison that pursuant to Chapter 55, Section 5/6 - 1003, Illinois Compiled Statutes that this immediate emergency appropriation be hereby adopted whereby the Fiscal Year 2014 Budget for the County of Madison be increased by \$192,347 in the fund established as the 2015 Adult Redeploy Illinois Program.

Respectfully submitted,

s/ Jack Minner

s/ Jamie Goggin

s/ Larry Trucano

s/ Kelly Tracy

s/ Ann Gorman

s/ Michael Holliday, Sr.

**Finance & Gov't Operations**

TO: Finance & Government Operations Committee

FROM: Rick Faccin, County Auditor

DATE: November 12, 2014

SUBJECT: **REVISED - FY 2014**

Recommended Distribution of 2014 Replacement Tax \$3,594,593.00  
Total Estimated From State

General Fund	1,539,593.00
Animal Control	220,000.00
Detention Home	600,000.00
IMRF	600,000.00
Alternative Court	100,000.00
Museum	75,000.00
Capital Projects	<u>460,000.00</u>
	\$3,594,593.00

s/ Jack Minner

s/ William S. Meyer

s/ Jamie Goggin

s/ Larry Trucano

s/ Ann Gorman

s/ Michael Holliday, Sr.

s/ Kelly Tracy

**Finance & Government Operations Committee**

TO: Finance & Government Operations Committee

FROM: Rick Faccin, County Auditor

DATE: November 3, 2014

SUBJECT: Recommended Distribution of 2015 Replacement Tax  
\$  
Total Estimated From State 3,589,797.00

General Fund	1,534,797.00
Animal Care & Control	220,000.00
Detention Home	600,000.00
IMRF	500,000.00
Child Advocacy Center	60,000.00
Alternative Court	100,000.00
Museum	75,000.00
Capital Projects	<u>500,000.00</u>
	\$ 3,589,797.00

s/ Jack Minner  
s/ William S. Meyer  
s/ Jamie Goggin  
s/ Larry Trucano  
s/ Ann Gorman  
s/ Michael Holliday, Sr.  
s/ Kelly Tracy

Finance & Government Operations Committee \_\_\_\_\_

MADISON COUNTY,  
ILLINOIS

FY 2015 BUDGET  
SUMMARY BY ALL  
FUND TYPES

NOVEMBER 19, 2014

The following is the recommended FY 2015 Madison County Budget as prepared  
by the Finance Committee:

General Fund	\$ 45,345,067
Special Revenue Funds	66,636,632
Debt Service Funds	347,538
Capital Project Fund	2,061,000
Enterprise Fund	3,727,417
Internal Service Fund	12,199,408
Total Budget	<u>\$ 130,317,062</u>

Respectfully submitted,

s/ Jack Minner

s/ William S. Meyer

s/ Jamie Goggin

s/ Larry Trucano

s/ Ann Gorman

s/ Michael Holliday, Sr.

s/ Kelly Tracy

**Finance & Government Operations Comm.**

Attached is the detail line item budget for FY 2015.

The FY 2014 Projected Expenditures detail line item budgets for the General Fund departments include the original budget appropriations plus approved budget transfers.

\*\* The funds listed under Special Revenue Funds Other Grants operate on the State and Federal fiscal years, beginning July 1, and October 1, respectively.

MADISON COUNTY,  
ILLINOIS

FY 2015 BUDGET  
SUMMARY BY FUND

GENERAL FUND

County Revenue	\$ 44,657,132
Capital Outlay	<u>687,935</u>
Total General Fund	<u><u>\$ 45,345,067</u></u>

SPECIAL REVENUE FUNDS

SPECIAL REVENUE TAX LEVY FUNDS

Detention Home	2,524,086
Health Department	2,540,000
IMRF	5,500,000
Social Security	3,150,000
Mental Health	2,855,336
Museum	197,044
Veteran's Assistance	625,117
Highway	4,512,525
Bridge	3,930,500
Matching Tax	<u>1,647,000</u>
Total Special Revenue Tax Levy Funds	<u><u>\$ 27,481,608</u></u>

OTHER SPECIAL REVENUE FUNDS

Animal Care and Control	767,097
Animal Population Control	67,000
Jail Commissary	90,500
Indemnity	50,000
Law Library	387,458
Special Advocates Fee	12,000
Child Advocacy Center	420,186
Motor Fuel Tax	7,867,000
Township Motor Fuel Tax	1,302,657
Circuit Clerk Operation and Admin	115,645
Alternative Court	285,906
Coroner Fee	85,850
Host Fee	1,258,629

State's Attorney Automation	60,000
Circuit Clerk e-Citation	167,500

MADISON COUNTY,  
ILLINOIS  
FY 2015 BUDGET  
SUMMARY BY FUND  
(CONTINUED)

OTHER SPECIAL REVENUE FUNDS - CONTINUED

Neutral Site Exchange	\$ 160,000
GIS	450,166
Tax Liquidation	21,000
Tax Sale Automation	75,000
Circuit Clerk Office Automation	1,055,000
Recorder Office Automation	269,982
Child Support Maintenance & Administration Fee	92,483
Probation Services	402,054
County Clerk Office Automation	72,511
Solid Waste Management	331,944
Tourism	10,000
9-1-1 Emergency Telephone System	2,789,024
Metro East Park & Rec. Dist. Grants Commission	1,380,000
Parks & Recreation Revolving Loan	300,000
Court Document Storage	1,207,237
Forfeited Drug Funds - State's Atty - State	170,000
Forfeited Drug Funds - State's Atty - Federal	161,000
Forfeited Drug Funds - Sheriff - State	2,500
Forfeited Drug Funds - Sheriff - Federal	1,000
Sheriff DUI Enforcement	5,800
Total Other Special Revenue Funds	<u>\$ 21,894,129</u>

SPECIAL REVENUE FUNDS - OTHER GRANTS \*\*

Victim Assistance Center Grant	32,450
Community Development - County Admin.	50,000
Community Development Block Grant	2,655,266
Community Service Block Grant	588,390
DHS Emergency Food & Shelter Grant	43,002

Emergency Solutions Grant	167,224
EPA Lead Grant	964,715
Home Program	797,813
HUD Supportive Housing	314,167
IHDA Rehab/Home Buyer	457,000

MADISON COUNTY,  
ILLINOIS  
FY 2015 BUDGET  
SUMMARY BY FUND  
(CONTINUED)

SPECIAL REVENUE FUNDS - OTHER GRANTS \*\* (CONT'D)

IHWAP Dept of Energy	\$ 207,346
IHWAP HHS Furnace Program	198,523
IHWAP State	180,656
Lead Hazard Control	1,672,081
LIHEAP/HHS 2014	318,943
LIHEAP/HHS 2015	2,598,000
LIHEAP/State	1,535,577
Rental Housing Support Program	399,572
Shelter Plus Care Grant - Chestnut Madison Recovery	191,265
Employment & Training - County Admin.	15,800
ETD Grant Contingency	55,549
Trade Adjustment Assistance Program - 2012	78,392
WIA - Work Performance Grant	19,177
WIA - Administration	275,767
WIA Adult Program	885,010
WIA Dislocated Worker Program	741,178
WIA Youth Program	804,251
Workforce Innovation Fund Grant	<u>1,013,781</u>
Total Special Revenue Funds - Other Grants	<u>\$ 17,260,895</u>
Total Special Revenue Funds	<u><u>\$ 66,636,632</u></u>

DEBT SERVICE FUNDS

1998 Jail Refunding Bonds & Interest	<u>347,538</u>
Total Debt Service Funds	<u><u>\$ 347,538</u></u>



CAPITAL PROJECT FUND

Capital Projects	\$ 2,061,000
Total Capital Project Fund	<u>\$ 2,061,000</u>

MADISON COUNTY,  
ILLINOIS  
FY 2015 BUDGET  
SUMMARY BY FUND  
(CONTINUED)

ENTERPRISE FUND

*Special Service Area #1 - O & M	3,727,417
Total Enterprise Fund	<u>\$ 3,727,417</u>

\*Affects residents of Special Service Area #1 only.

INTERNAL SERVICE FUND

Tort Judgment and Liability Insurance	2,265,276
Health Benefits Fund - MADCO Group Plan	8,795,228
Health Benefits Fund - Other	510,120
Health Benefits Fund - AFSCME Family Health Ins.	628,784
Health Benefits Fund - ERRP	<u>0</u>
Total Internal Service Fund	<u>\$ 12,199,408</u>

Total Madison County Budget FY 2015	<u>\$ 130,317,062</u>
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MADISON COUNTY,  
ILLINOIS  
DETAIL BUDGET BY  
DEPARTMENT  
PROJECTED FY 2014  
AND PROPOSED FY  
2015 EXPENDITURES

GENERAL FUND

COUNTY REVENUE DEPARTMENTS

	Projected FY 2014	Proposed FY 2015
County Board	\$ 772,757	\$ 782,989
Board of Review	276,591	283,789

Facilities Management - Admin	1,305,906	1,377,278
Facilities Management - Utilities	762,428	762,439
Administrative Services	321,564	335,519
Circuit Court	1,040,832	1,044,054
Information Technology - Admin	2,084,185	2,127,178
Information Technology -Twp Assessor Line Serv	30,250	0
Information Technology - Real Estate Mgmt. System	184,200	184,000
EMA - Admin	245,961	264,257
Housing Authority	12,600	9,000
Liquor Commission	7,350	7,350
Personnel	4,779,153	5,325,620
Personnel - Godfrey	168,804	183,000
Police Merit Board	29,372	29,372
Probation - Admin	1,515,937	1,555,664
Probation-Public Act 83-982	1,579,965	1,515,644
Probation - Pre-Trial Release	330,952	286,901
Public Defender - Admin.	1,104,355	1,138,145
Special Studies-Criminal Justice	24,075	24,075
Special Studies-Madison Cnty Extension	50,000	50,000
Chief County Assessment Official - Administration	1,389,808	1,388,989
Chief County Assessment Official - Postage/Printing/Pub.	80,020	80,000
Planning and Development - Admin	718,475	712,920
Planning and Development - Legal Publications	10,500	10,500
Planning and Development - Code Hearing Unit	11,000	11,000
Auditor - Admin	677,273	701,744
Auditor - CAFR	95,950	100,100
Circuit Clerk - Admin	3,104,213	3,125,098
Circuit Clerk-IV-D Child Support	57,753	83,660

Coroner - Admin	756,410	806,468
Coroner - Autop/Lab/Trans	234,261	265,561

MADISON COUNTY,  
ILLINOIS  
DETAIL BUDGET BY  
DEPARTMENT  
PROJECTED FY 2014  
AND PROPOSED FY  
2015 EXPENDITURES  
(CONTINUED)

	Projected FY 2014	Proposed FY 2015
<u>COUNTY REVENUE DEPTS. - CONTINUED</u>		
County Clerk - Admin	\$ 595,559	\$ 594,820
County Clerk - Elections	965,674	966,003
County Clerk - Election Day Expenses	459,750	459,750
Education	562,200	571,463
Recorder	558,505	559,738
Sheriff	4,683,847	4,816,118
Sheriff - Vehicle Maintenance & Repair	372,000	372,000
Sheriff - Godfrey Patrol	1,164,481	1,194,692
Sheriff-Worker's Compensation	37,744	37,744
Sheriff - Triad Security Services	79,557	80,760
Sheriff-MEGSI	101,488	103,114
Sheriff-COPS in School Program	212,090	215,418
Sheriff - Court Security	1,129,592	1,144,020
Sheriff - Security Services	60,000	60,000
Sheriff - Cybercrimes Task Force	17,202	17,202
Sheriff - Metro East Auto Theft Task Force	78,667	81,699
Jail	3,522,108	3,625,919
Jail - Groceries	486,000	486,000
Jail - Medical Expense	318,042	318,042
Jail - Utilities	190,000	190,000

State's Attorney - Admin	2,550,379	2,655,267
State's Attorney - IV-D Child Support	559,508	542,723
State's Attorney - Metro East Auto Theft Task Force	46,824	46,824
State's Attorney - Transit District Legal Services	60,000	60,000
Treasurer - Admin.	707,778	690,002
Treasurer - Postage/Printing/Publication	195,000	195,500
Capital Outlay	<u>682,562</u>	<u>687,935</u>
Total County Revenue	<u>\$ 44,159,457</u>	<u>\$45,345,067</u>
Total General Fund	<u>\$ 44,159,457</u>	<u>\$45,345,067</u>

MADISON COUNTY,  
ILLINOIS  
DETAIL BUDGET BY  
DEPARTMENT  
PROJECTED FY 2014  
AND PROPOSED FY  
2015 EXPENDITURES

(CONTINUED)

<u>SPECIAL REVENUE FUNDS</u>	Projected	Proposed
<u>SPECIAL REVENUE TAX LEVY DEPTS.</u>	<u>FY 2014</u>	<u>FY 2015</u>
Detention Home	\$ 2,425,464	\$ 2,484,086
Detention Home - Capital Outlay	20,400	40,000
Health Dept - Administration	2,331,808	2,540,000
IMRF	5,433,022	5,500,000
Social Security	3,150,000	3,150,000
Mental Health - Administration	260,222	267,306
Mental Health - Agencies	2,061,302	2,167,865
Mental Health - System Development	73,000	83,000
Mental Health - Alternative Court	337,165	337,165
Museum	179,038	197,044
Veteran's Assistance - Admin.	413,801	472,317
Veteran's Assistance - Aid to Veterans	152,800	152,800
Highway	4,068,400	4,512,525
Highway - Capital Outlay	30,000	0
Bridge	1,844,000	3,930,500
Matching Tax	<u>2,490,243</u>	<u>1,647,000</u>

Total Special Revenue Tax Levy Departments	\$ 25,270,665	\$27,481,608
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OTHER SPECIAL REVENUE DEPARTMENTS

Animal Care and Control	735,284	742,497
Animal Care an Control - Capital Outlay	3,050	24,600
Animal Population Control	67,000	67,000
Jail Commissary	90,500	90,500
Indemnity Fund	50,000	50,000
Law Library	291,065	332,458
Law Library - Capital Outlay	54,310	55,000
Child Advocacy Center - Admin.	325,134	369,186
Child Advocacy Center - Mental Health	46,000	51,000
Special Advocates Fee	0	12,000
Motor Fuel Tax	10,295,000	7,867,000
Township Motor Fuel Tax	1,302,657	1,302,657
Circuit Clerk Operation and Admin.	113,575	115,645

MADISON COUNTY,  
ILLINOIS  
DETAIL BUDGET BY  
DEPARTMENT  
PROJECTED FY 2014  
AND PROPOSED FY  
2015 EXPENDITURES

(CONTINUED)

	Projected FY 2014	Proposed FY 2015
<u>OTHER SPECIAL REVENUE DEPTS - CONT'D</u>		
Alternative Court	\$ 229,236	\$ 285,906
Coroner Fee	54,850	54,850
Coroner Fee - Capital Outlay	0	31,000
Host Fee - Admin.	903,914	894,629
Host Fee - Local Emerg. Planning Comm.	25,000	25,000
Host Fee - Grants	289,000	339,000
Circuit Clerk eCitation	167,500	167,500
Neutral Site Custody Exchange	160,000	160,000
State's Attorney Automation	40,000	60,000
GIS Fund	325,469	427,666

GIS Fund - Capital Outlay	73,325	22,500
Tax Liquidation	21,000	21,000
Tax Sale Automation	75,000	75,000
Circuit Clerk Office Automation	1,121,052	830,000
Circuit Clerk Office Automation - Capital Outlay	0	225,000
Recorder Office Automation	218,752	269,982
Child Support Maint & Admin Fee	84,662	92,483
Probation Services Fund	412,902	402,054
County Clerk Office Automation	86,553	72,511
Solid Waste Management-Administration	330,082	331,944
Tourism-Greater Alton	5,000	5,000
Tourism-Southwestern	5,000	5,000
9-1-1 Emergency Telephone System	2,697,254	2,789,024
Metro East Park & Rec. Dist. Grant Commission	1,150,000	1,380,000
Parks & Rec. Revolving Loan	300,000	300,000
Court Document Storage	1,513,814	1,207,237
Forfeited Drugs Fund - State's Attorney - State	68,000	170,000
Forfeited Drugs Fund - State's Attorney - Federal	131,200	161,000
Forfeited Drugs Fund - Sheriff - State	2,500	2,500
Forfeited Drugs Fund - Sheriff - Federal	1,000	1,000
Sheriff DUI Enforcement	5,800	5,800

Total Other Special Revenue Departments

\$ 23,871,440

\$21,894,129

MADISON COUNTY,  
ILLINOIS  
DETAIL BUDGET BY  
DEPARTMENT  
PROJECTED FY 2014  
AND PROPOSED FY  
2015 EXPENDITURES

(CONTINUED)

SPECIAL REVENUE FUNDS	Projected	Proposed
<u>OTHER GRANT DEPARTMENTS **</u>	<u>FY 2014</u>	<u>FY 2015</u>
Victim Assistance Center Grant	\$ 29,500	\$ 32,450
Community Development - County Admin.	0	50,000
Community Development Block Grant	2,619,510	2,655,266
Community Service Block Grant	596,702	588,390

DHS Emergency Food & Shelter Grant	43,002	43,002
Emergency Solutions Grant	27,924	167,224
EPA Lead Grant	978,231	964,715
Home Program	737,485	797,813
HUD Supportive Housing	314,167	314,167
HUD Supportive Housing HMIS Grant	42,150	0
IHDA Rehab/Home Buyer	457,000	457,000
IHWAP DOE	207,607	207,346
IHWAP HHS Furnace Program	461,999	198,523
IHWAP State	291,830	180,656
IKE Disaster Recovery	513,063	0
Midwest Disaster Recovery	755,922	0
Lead Hazard Control	1,907,027	1,672,081
LIHEAP HHS 2014	992,616	318,943
LIHEAP HHS 2015	0	2,598,000
LIHEAP State	2,530,178	1,535,577
Rental Housing Support Program	576,358	399,572
Shelter Plus Care Grant - Chestnut Madison Recovery	229,878	191,265
Shelter Plus Care - Reach For Recovery	15,852	0
Shelter Plus Care - Veterans Mainstay	75,978	0
Employment & Training - County Admin.	15,800	15,800
ETD Grant Contingency	55,486	55,549
Trade Adjustment Assistance Program - 2011	2,901	0
Trade Adjustment Assistance Program - 2012	114,120	78,392
WIA Work Performance Grant	0	19,177
WIA Administration	260,718	275,767
WIA Adult Program	771,945	885,010
WIA Dislocated Worker Program	747,455	741,178

MADISON COUNTY,  
ILLINOIS

DETAIL BUDGET BY  
DEPARTMENT  
PROJECTED FY 2014  
AND PROPOSED FY  
2015 EXPENDITURES

(CONTINUED)

SPECIAL REVENUE FUNDS	Projected	Proposed
<u>OTHER GRANT DEPARTMENTS - CONT'D</u>	<u>FY 2014</u>	<u>FY 2015</u>
WIA Youth Program	\$ 809,009	\$ 804,251
Workforce Innovation Fund Grant	1,189,453	1,013,781
Total Other Grant Departments	<u>18,370,866</u>	<u>17,260,895</u>
Total Special Revenue Funds	<u>\$ 67,512,971</u>	<u>\$66,636,632</u>
 <u>DEBT SERVICE FUNDS</u>		
1998 Refunding Bonds & Interest	<u>347,115</u>	<u>347,538</u>
Total Debt Service Funds	<u>\$ 347,115</u>	<u>\$ 347,538</u>
 <u>CAPITAL PROJECT FUND</u>		
Capital Project - Emergency Repairs to Buildings	100,000	121,000
Capital Project - Courthouse, Admin. Bldg. & Annex Ren.	2,564,974	200,000
Capital Project - IT Server Room Upgrade	0	300,000
Capital Project - IT Phase Two Server Upgrade Comp. Aid. Disp.	0	120,000
Capital Project - VoIP Phone Upgrade	52,000	0
Capital Project - W.R. Facility Building Renovations	380,000	150,000
Capital Project - W.R. Phased Roof Replacement	0	300,000
Capital Project - Fire Alarm System	0	6,000
Capital Project - Detention Home Cell Door Replacement	30,000	0
Capital Project - Detention Home Chiller Replacement	0	60,000
Capital Project - ADA Standards Assessment	30,000	0
Capital Project - Jail Renovation Assessment	0	50,000
Capital Project - Sheriff Starcom Dispatch Console Rep.	0	720,000
Capital Project - Repeater Tower Replacement	15,000	0
Capital Project - Museum Parking Lot Retainage Wall	0	30,000
Capital Project - Animal Control Facility - ADA Office	<u>0</u>	<u>4,000</u>
Total Capital Project Fund	<u>\$ 3,171,974</u>	<u>\$ 2,061,000</u>



MADISON COUNTY,  
ILLINOIS  
DETAIL BUDGET BY  
DEPARTMENT  
PROJECTED FY 2014  
AND PROPOSED FY  
2015 EXPENDITURES  
(CONTINUED)

	Projected FY 2014	Proposed FY 2015
<u>ENTERPRISE FUND</u>		
*Special Srvc Area #1-O and M	\$ 3,160,615	\$ 3,384,417
Special Srvc Area #1 Construction	300,000	343,000
Total Enterprise Fund	<u>\$ 3,460,615</u>	<u>\$ 3,727,417</u>

\*Affects residents of Special Service Area #1 only.

INTERNAL SERVICE FUND

Tort Judgment and Liability Insurance	2,261,454	2,265,276
Health Benefits - Madco Group Med Plan	8,373,824	8,795,228
Health Benefits - Other	472,290	510,120
Health Benefits - AFSCME Family Health Ins. Pool	467,106	628,784
Health Benefits - ERRP	191,433	0
Total Internal Service Fund	<u>\$ 11,766,107</u>	<u>\$12,199,408</u>

MADISON COUNTY,  
ILLINOIS  
GENERAL FUND  
FY 2013 ACTUAL WITH  
FY 2014 AND FY 2015  
REVENUE  
PROJECTIONS

<u>GENERAL FUND</u>	Actual	Projected	Proposed
<u>COUNTY REVENUE FUND</u>	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>
Taxes	20,438,199	20,521,920	21,177,619
Intergovernmental	11,772,376	11,919,974	13,577,542
Fees	11,302,132	11,286,175	10,770,053
Fines	717,793	714,400	695,545
Licenses and Permits	308,964	318,234	335,027

Interest	95,695	94,526	51,117
Rents	139,781	141,381	172,719
Miscellaneous	281,837	237,076	324,849
Total County Revenue	<u>\$ 45,056,777</u>	<u>\$45,233,686</u>	<u>\$47,104,471</u>

MADISON COUNTY,  
ILLINOIS  
SPECIAL REVENUE  
FUNDS  
FY 2013 ACTUAL WITH  
FY 2014 AND FY 2015  
REVENUE  
PROJECTIONS

<u>SPECIAL REVENUE FUNDS</u>	Actual	Projected	Proposed
<u>SPECIAL REVENUE TAX LEVY FUNDS</u>	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>
DETENTION HOME			
Taxes	803,721	801,596	775,469
Intergovernmental	1,501,744	1,759,901	1,922,338
Interest	1,037	2,820	1,497
Miscellaneous	161	199	460
Total Revenues	\$ 2,306,663	\$ 2,564,516	\$ 2,699,764

HEALTH DEPARTMENT

Taxes	1,067,255	1,124,601	1,183,776
Intergovernmental	855,970	422,450	89,588
Interest	9,530	9,451	7,389
Operating Fees	620,548	625,050	682,283
Miscellaneous	138,458	125,111	41,528
Total Revenues	\$ 2,691,761	\$ 2,306,663	\$ 2,004,564

IMRF

Taxes	4,941,227	4,963,281	4,969,727
Intergovernmental	0	600,000	500,000
Interest	(1,268)	5,935	2,925
Total Revenues	\$ 4,939,959	\$ 5,569,216	\$ 5,472,652

SOCIAL SECURITY

Taxes	2,904,040	2,916,867	2,731,711
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Intergovernmental	0	0	0
Interest	8,503	10,239	6,092
Total Revenues	\$ 2,912,543	\$ 2,927,106	\$ 2,737,803

#### MENTAL HEALTH BOARD

Taxes	2,875,477	3,028,444	3,042,777
Intergovernmental	0	0	0
Interest	2,207	2,121	1,876
Total Revenues	\$ 2,877,684	\$ 3,030,565	\$ 3,044,653

MADISON COUNTY,  
ILLINOIS  
SPECIAL REVENUE  
FUNDS  
FY 2013 ACTUAL WITH  
FY 2014 AND FY 2015  
REVENUE  
PROJECTIONS  
(CONTINUED)

<u>SPECIAL REVENUE FUNDS</u>	Actual	Projected	Proposed
<u>SPECIAL REVENUE TAX LEVY FUNDS - CONT</u>	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>

#### MUSEUM

Taxes	96,323	96,136	94,977
Intergovernmental	65,000	75,000	75,000
Interest	264	298	366
Total Revenues	\$ 161,587	\$ 171,434	\$ 170,343

#### VETERANS ASSISTANCE

Taxes	475,234	506,959	507,001
Interest	1,475	2,066	2,709
Total Revenues	\$ 476,709	\$ 509,025	\$ 509,710

#### HIGHWAY

Taxes	3,481,275	3,666,687	4,372,041
Intergovernmental	192,079	216,534	94,390
Interest	1,201	909	393
Miscellaneous	59,855	66,013	65,945
Total Revenues	\$ 3,734,410	\$ 3,950,143	\$ 4,532,769

# BRIDGE

Taxes	2,053,907	2,167,453	2,342,735
Intergovernmental	12,381	0	0
Interest	<u>6,621</u>	<u>6,309</u>	<u>9,816</u>
Total Revenues	\$ 2,072,909	\$ 2,173,762	\$ 2,352,551

# MATCHING TAX

Taxes	2,245,477	2,381,473	1,551,180
Intergovernmental	32,112	32,112	43,632
Interest	<u>24,358</u>	<u>23,670</u>	<u>31,084</u>
Total Revenues	\$ 2,301,947	\$ 2,437,255	\$ 1,625,896

Total Special Revenue Tax Levy Funds	<u>\$ 24,476,172</u>	<u>\$25,639,685</u>	<u>\$25,150,705</u>
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## MADISON COUNTY, ILLINOIS SPECIAL REVENUE FUNDS FY 2013 ACTUAL WITH FY 2014 AND FY 2015 REVENUE PROJECTIONS (CONTINUED)

<u>SPECIAL REVENUE FUNDS</u>	Actual	Projected	Proposed
<u>OTHER SPECIAL REVENUE FUNDS</u>	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>
ANIMAL CARE AND CONTROL			
Fees	560,189	618,952	664,233
Intergovernmental	185,000	220,000	220,000
Interest	<u>674</u>	<u>278</u>	<u>637</u>
Total Revenues	\$ 745,863	\$ 839,230	\$ 884,870
ANIMAL POPULATION CONTROL			
Fees	128,878	24,504	30,706
Intergovernmental	0	0	0
Interest	<u>218</u>	<u>75</u>	<u>433</u>

Total Revenues	\$ 129,096	\$ 24,579	\$ 31,139
JAIL COMMISSARY			
Fees	114,431	124,334	109,704
Interest	<u>1,104</u>	<u>1,235</u>	<u>718</u>
Total Revenues	\$ 115,535	\$ 125,569	\$ 110,422
INDEMNITY			
Fees	71,140	88,783	83,599
Interest	<u>3,016</u>	<u>3,212</u>	<u>2,357</u>
Total Revenues	\$ 74,156	\$ 91,995	\$ 85,956
LAW LIBRARY			
Fees	409,320	428,991	409,058
Interest	<u>4,126</u>	<u>4,659</u>	<u>3,195</u>
Total Revenues	\$ 413,446	\$ 433,650	\$ 412,253
SPECIAL ADVOCATES FEE			
Fees	0	0	9,759
Interest	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues	\$ -	\$ -	\$ 9,759

MADISON COUNTY,  
ILLINOIS  
SPECIAL REVENUE  
FUNDS  
FY 2013 ACTUAL WITH  
FY 2014 AND FY 2015  
REVENUE  
PROJECTIONS  
(CONTINUED)

	Actual FY 2013	Projected FY 2014	Proposed FY 2015
<u>OTHER SPECIAL REVENUE FUNDS - CONT</u>			
CHILD ADVOCACY CENTER			
Fees	233,579	240,636	213,509
Intergovernmental	42,042	46,000	111,000
Interest	<u>443</u>	<u>662</u>	<u>208</u>

Total Revenues	\$ 276,064	\$ 287,298	\$ 324,717
MOTOR FUEL TAX			
Intergovernmental	4,829,164	3,183,382	5,344,888
Interest	<u>46,370</u>	<u>41,723</u>	<u>42,802</u>
Total Revenues	\$ 4,875,534	\$ 3,225,105	\$ 5,387,690
TOWNSHIP MOTOR FUEL TAX			
Intergovernmental	<u>973,475</u>	<u>1,006,249</u>	<u>1,497,892</u>
Total Revenues	\$ 973,475	\$ 1,006,249	\$ 1,497,892
CIRCUIT CLERK OPERATIONS & ADMIN			
Fees	114,831	118,701	117,266
Interest	<u>1,683</u>	<u>1,576</u>	<u>3,002</u>
Total Revenues	\$ 116,514	\$ 120,277	\$ 120,268
CIRCUIT CLERK e-CITATION			
Fees	74,776	81,027	75,168
Interest	<u>479</u>	<u>268</u>	<u>826</u>
Total Revenues	\$ 75,255	\$ 81,295	\$ 75,994
ALTERNATIVE COURT			
Fees	116,954	118,776	107,001
Intergovernmental	130,000	100,000	100,000
Interest	<u>422</u>	<u>399</u>	<u>453</u>
Total Revenues	\$ 247,376	\$ 219,175	\$ 207,454
MADISON COUNTY, ILLINOIS SPECIAL REVENUE FUNDS FY 2013 ACTUAL WITH FY 2014 AND FY 2015 REVENUE PROJECTIONS (CONTINUED)			
	Actual	Projected	Proposed
<u>OTHER SPECIAL REVENUE FUNDS - CONT</u>	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>

#### CORONER FEE

Fees	47,782	45,984	35,476
Intergovernmental	4,625	0	5,184
Interest	<u>435</u>	<u>323</u>	<u>401</u>
Total Revenues	\$ 52,842	\$ 46,307	\$ 41,061

#### HOST FEE

Fees	1,013,001	1,014,621	1,031,589
Interest	13,028	13,066	11,862
Miscellaneous	<u>0</u>	<u>0</u>	<u>180</u>
Total Revenues	\$ 1,026,029	\$ 1,027,687	\$ 1,043,631

#### NEUTRAL SITE CUSTODY EXCHANGE CTR

Fees	341,215	360,003	318,158
Interest	<u>1,749</u>	<u>2,166</u>	<u>1,899</u>
Total Revenues	\$ 342,964	\$ 362,169	\$ 320,057

#### STATE'S ATTORNEY AUTOMATION

Fees	28,787	30,962	28,331
Interest	<u>87</u>	<u>149</u>	<u>140</u>
Total Revenues	\$ 28,874	\$ 31,111	\$ 28,471

#### GIS

Fees	415,008	424,186	298,509
Interest	2,561	2,320	2,023
Miscellaneous	<u>16,968</u>	<u>29,270</u>	<u>4,918</u>
Total Revenues	\$ 434,537	\$ 455,776	\$ 305,450

#### TAX LIQUIDATION

Interest	113	121	84
Miscellaneous	<u>8,826</u>	<u>15,703</u>	<u>8,038</u>
Total Revenues	\$ 8,939	\$ 15,824	\$ 8,122

MADISON COUNTY,  
ILLINOIS  
SPECIAL REVENUE  
FUNDS  
FY 2013 ACTUAL WITH  
FY 2014 AND FY 2015  
REVENUE  
PROJECTIONS  
(CONTINUED)

	Actual FY 2013	Projected FY 2014	Proposed FY 2015
<u>OTHER SPECIAL REVENUE FUNDS - CONT</u>			
TAX SALE AUTOMATION			
Fees	45,867	58,194	56,174
Interest	2,533	2,798	1,907
Total Revenues	\$ 48,400	\$ 60,992	\$ 58,081
CIRCUIT CLERK OFFICE AUTOMATION			
Fees	488,728	519,854	485,497
Interest	3,166	2,638	2,634
Miscellaneous	725	0	0
Total Revenues	\$ 492,619	\$ 522,492	\$ 488,131
RECORDER OFFICE AUTOMATION			
Fees	291,880	316,707	178,864
Interest	1,233	1,486	970
Total Revenues	\$ 293,113	\$ 318,193	\$ 179,834
CHILD SUPPORT MAINT & ADMIN FEE			
Fees	87,605	72,003	81,961
Interest	(95)	0	0
Total Revenues	\$ 87,511	\$ 72,003	\$ 81,961
PROBATION SERVICES FUND			
Fees	566,720	545,418	558,830
Interest	2,683	2,495	3,556
Total Revenues	\$ 569,403	\$ 547,913	\$ 562,386
COUNTY CLERK OFFICE AUTOMATION			



Fees	45,130	39,878	41,565
Interest	<u>(4)</u>	<u>59</u>	<u>27</u>
Total Revenues	\$ 45,126	\$ 39,937	\$ 41,592

#### PARKS & REC REVOLVING LOAN

Interest	<u>5,990</u>	# <u>2,605</u>	<u>3,520</u>
Total Revenues	\$ 5,990	\$ 2,605	\$ 3,520

MADISON COUNTY,  
ILLINOIS  
SPECIAL REVENUE  
FUNDS  
FY 2013 ACTUAL WITH  
FY 2014 AND FY 2015  
REVENUE  
PROJECTIONS  
(CONTINUED)

	Actual FY 2013	Projected FY 2014	Proposed FY 2015
<u>OTHER SPECIAL REVENUE FUNDS - CONT</u>			
<b>SOLID WASTE MANAGEMENT</b>			
Fees & Fines	16,584	0	381,808
Intergovernmental	126,154	109,245	107,980
Interest	1,052	991	1,003
Miscellaneous	<u>1,432</u>	<u>1,254</u>	<u>956</u>
Total Revenues	\$ 145,222	\$ 111,490	\$ 491,747

#### TOURISM

Fees	5,075	3,577	4,215
Interest	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues	\$ 5,075	\$ 3,577	\$ 4,215

#### 9-1-1 EMERGENCY TELEPHONE SYSTEM

Fees	698,412	638,221	637,551
Intergovernmental	1,531,414	1,830,797	1,409,576
Interest	20,754	24,371	18,044
Miscellaneous	<u>300</u>	<u>0</u>	<u>0</u>
Total Revenues	\$ 2,250,880	\$ 2,493,389	\$ 2,065,171

#### METRO EAST PARK & REC GRANTS COMM

Taxes	1,063,897	1,070,620	1,085,130
Interest	<u>7,417</u>	<u>7,932</u>	<u>5,467</u>
Total Revenues	\$ 1,071,314	\$ 1,078,552	\$ 1,090,597

#### COURT DOCUMENT STORAGE

Fees	1,452,346	1,499,849	1,426,362
Intergovernmental	1,676	0	0
Interest	<u>10,090</u>	<u>9,391</u>	<u>8,376</u>
Total Revenues	\$ 1,464,112	\$ 1,509,240	\$ 1,434,738

MADISON COUNTY,  
ILLINOIS  
SPECIAL REVENUE  
FUNDS  
FY 2013 ACTUAL WITH  
FY 2014 AND FY 2015  
REVENUE  
PROJECTIONS  
(CONTINUED)

	Actual FY 2013	Projected FY 2014	Proposed FY 2015
<u>OTHER SPECIAL REVENUE FUNDS - CONT</u>			
FORFEITED DRUG FUNDS-STATE'S ATTY - STATE			
Forfeited Drug Funds	205,729	17,961	85,512
Intergovernmental	38,033	30,933	28,200
Interest	<u>235</u>	<u>181</u>	<u>613</u>
Total Revenues	\$ 243,997	\$ 49,075	\$ 114,325

#### FORFEITED DRUG FUNDS-SHERIFF - STATE

Forfeited Drug Funds	1,047	0	1,478
Interest	(15)	4	1
Miscellaneous	<u>1,300</u>	<u>0</u>	<u>0</u>
Total Revenues	\$ 2,332	\$ 4	\$ 1,479

#### FORFEITED DRUG FUNDS-STATE'S ATTY - FEDERAL

Fines & Forfeitures	\$ 3,154	\$ 3,482	\$ 17,600
Interest	<u>797</u>	<u>769</u>	<u>597</u>
Total Revenues	\$ 3,951	\$ 4,251	\$ 18,197

FORFEITED DRUG FUNDS-SHERIFF - FEDERAL

Fines & Forfeitures	0	0	0
Interest	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues	\$ -	\$ -	\$ -

SHERIFF DUI ENFORCEMENT

Fines & Forfeitures	4,090	4,193	6,661
Interest	<u>43</u>	<u>46</u>	<u>39</u>
Total Revenues	<u>\$ 4,133</u>	<u>\$ 4,239</u>	<u>\$ 6,700</u>

Total Other Special Revenue Funds	<u>\$ 16,669,676</u>	<u>\$15,211,248</u>	<u>\$17,537,880</u>
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MADISON COUNTY,  
ILLINOIS  
SPECIAL REVENUE  
FUNDS  
FY 2013 ACTUAL WITH  
FY 2014 AND FY 2015  
REVENUE  
PROJECTIONS  
(CONTINUED)

<u>OTHER GRANTS **</u>	<u>Actual FY 2013</u>	<u>Projected FY 2014</u>	<u>Proposed FY 2015</u>
VICTIM ASSISTANCE CENTER GRANT			
Federal Grant	\$ 17,894	\$ 29,500	\$ 29,500
COMMUNITY DEVELOPMENT BLOCK GRANT			
Federal Grant	3,317,837	2,619,510	2,619,510
COMMUNITY SERVICE BLOCK GRANT			
Federal Grant	622,601	596,702	596,702
DHS EMERGENCY FOOD & SHELTER GRANT			
Federal Grant	38,618	43,002	43,002

EMERGENCY SOLUTIONS GRANT

Federal Grant	0	27,924	27,924
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EECBG ENERGY CONSERVATION GRANT

Federal Grant	830,053	0	0
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EPA LEAD GRANT

Federal Grant	0	978,231	978,231
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HOME PROGRAM

Federal Grant	770,885	737,485	737,485
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HUD SUPPORTIVE HOUSING

Federal Grant	281,395	314,167	314,167
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HUD SUPPORTIVE HOUSING HMIS GRANT

Federal Grant	0	42,150	42,150
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IHDA Rehab/Home Buyer

Federal Grant	0	457,000	457,000
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IHWAP DOE

Federal Grant	51,435	207,607	207,607
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IHWAP HHS FURNACE PROGRAM

Federal Grant	484,072	461,999	461,999
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MADISON COUNTY,  
ILLINOIS  
SPECIAL REVENUE  
FUNDS  
FY 2013 ACTUAL WITH  
FY 2014 AND FY 2015  
REVENUE  
PROJECTIONS  
(CONTINUED)

	Actual	Projected	Proposed
<u>OTHER GRANTS ** - CONT</u>	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>
IHWAP STATE			

State Grant	\$ -	\$ 291,830	\$ 291,830
IKE DISASTER RECOVERY			
Federal Grant	147,769	513,063	513,063
MIDWEST DISASTER RECOVERY			
Federal Grant	0	755,922	755,922
LEAD HAZARD CONTROL			
Federal Grant	0	1,907,027	1,907,027
LIHEAP HHS			
Federal Grant	2,610,991	992,616	992,616
LIHEAP STATE			
State Grant	1,465,565	2,530,178	2,530,178
LIHEAP STATE PIPP			
State Grant	262,559	0	0
NEIGHBORHOOD STABILIZATION ARRA PROGRAM			
Federal Grant	50,419	0	0
RENTAL HOUSING SUPPORT PROGRAM			
Federal Grant	114,318	576,358	576,358
SHELTER PLUS CARE GRANT - MAINSTAY			
Federal Grant	108,086	0	0
SHELTER PLUS CARE GRANT - CHESTNUT MADISON REC			
Federal Grant	0	229,878	229,878
SHELTER PLUS CARE GRANT - REACH FOR RECOVERY			
Federal Grant	25,591	15,852	15,852
SHELTER PLUS CARE GRANT - VETERANS MAINSTAY			
Federal Grant	7,122	75,978	75,978

MADISON COUNTY,  
ILLINOIS  
SPECIAL REVENUE  
FUNDS  
FY 2013 ACTUAL WITH  
FY 2014 AND FY 2015  
REVENUE  
PROJECTIONS  
(CONTINUED)

	Actual FY 2013	Projected FY 2014	Proposed FY 2015
<u>OTHER GRANTS ** - CONT</u>			
EMPLOYMENT & TRAINING - COUNTY ADMIN.			
Local Grant	15,800	15,800	15,800
ETD GRANT CONTINGENCY			
State Grant	463	55,486	55,486
TRADE & GLOBALIZATION ADJ ASSIST GRANT			
Federal Grant	38,000	0	0
TRADE ADJUSTMENT ASSISTANCE PROGRAM - 2010			
Federal Grant	0	0	0
TRADE ADJUSTMENT ASSISTANCE PROGRAM - 2011			
Federal Grant	0	2,901	2,901
TRADE ADJUSTMENT ASSISTANCE PROGRAM - 2012			
Federal Grant	0	114,120	114,120
WIA 1-E SPECIFIC DISLOCATED WORKER GRANT			
Federal Grant	27,000	0	0
WIA ADMINISTRATION			
State Grant	176,620	260,718	260,718
WIA ADULT PROGRAM			
State Grant	519,438	771,945	771,945
WIA DISLOCATED WORKER PROGRAM			
State Grant	487,384	747,455	747,455

WIA YOUTH PROGRAM

State Grant	560,846	809,009	809,009
MADISON COUNTY, ILLINOIS SPECIAL REVENUE FUNDS FY 2013 ACTUAL WITH FY 2014 AND FY 2015 REVENUE PROJECTIONS (CONTINUED)			
	Actual	Projected	Proposed
<u>OTHER GRANTS ** - CONT</u>	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>
WORKFORCE INNOVATION FUND GRANT			
State Grant	0	1,189,453	1,189,453
Total Other Grants	\$ 13,032,761	\$18,370,866	\$18,370,866
Total Special Revenue Funds	<u>\$ 54,178,609</u>	<u>\$59,221,799</u>	<u>\$61,059,451</u>

MADISON COUNTY, ILLINOIS DEBT SRV, CAPITAL PROJ, ENTERPRISE & INTERNAL SERVICE FUNDS FY 2013 ACTUAL WITH FY 2014 AND FY 2015 REVENUE PROJECTIONS			
	Actual	Projected	Proposed
<u>DEBT SERVICE FUNDS</u>	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>
1998 JAIL BONDS AND INTEREST			
Taxes	\$ 351,341	\$ 350,904	\$ -
Intergovernmental	0	460,000	0
Interest	976	1,000	920
Total Revenues	<u>\$ 352,317</u>	<u>\$ 811,904</u>	<u>\$ 920</u>
Total Debt Service Funds	<u>\$ 352,317</u>	<u>\$ 811,904</u>	<u>\$ 920</u>

CAPITAL PROJECT FUNDS

## CAPITAL PROJECT FUND

Intergovernmental	\$ 35,000	\$ 35,000	\$ 535,000
Interest	21,729	16,754	30,607
Property Sales	0	0	150,000
Transfers In	<u>4,000,000</u>	<u>0</u>	<u>1,500,000</u>
Total Revenues & Transfers	<u>\$ 4,056,729</u>	<u>\$ 51,754</u>	<u>\$ 2,215,607</u>

## Total Capital Project Fund -

Revenues and Transfers	<u>\$ 4,056,729</u>	<u>\$ 51,754</u>	<u>\$ 2,215,607</u>
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ENTERPRISE FUND

## \*SPECIAL SRVC AREA #1

Service Charges	\$ 3,016,423	\$ 3,168,554	\$ 3,233,107
Late Payment Penalties	95,251	104,074	113,965
Interest	7,718	9,115	6,677
Miscellaneous	<u>44,615</u>	<u>0</u>	<u>27,124</u>
Total Revenues	<u>\$ 3,164,007</u>	<u>\$ 3,281,743</u>	<u>\$ 3,380,874</u>

## Total Enterprise Fund

	<u>\$ 3,164,007</u>	<u>\$ 3,281,743</u>	<u>\$ 3,380,874</u>
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\*Affects residents of Special Service Area #1 only.

MADISON COUNTY,  
ILLINOIS  
DEBT SRV, CAPITAL  
PROJ, ENTERPRISE &  
INT SRV FUNDS  
FY 2013 ACTUAL WITH  
FY 2014 AND FY 2015  
REVENUE  
PROJECTIONS  
(CONTINUED)

	Actual FY 2013	Projected FY 2014	Proposed FY 2015
<u>INTERNAL SERVICE FUND</u>			
TORT JUDGEMENT AND LIABILITY INSURANCE			
Taxes	\$ 2,101,279	\$ 1,991,455	\$ 2,012,460
Interest	20,379	19,652	23,150



Miscellaneous	<u>238,295</u>	<u>262,813</u>	<u>272,057</u>
Total Revenues	\$ 2,359,953	\$ 2,273,920	\$ 2,307,668
HEALTH BENEFITS FUND - MADISON COUNTY			
Interest	14,154	14,660	10,885
Miscellaneous	<u>7,692,991</u>	<u>7,763,950</u>	<u>8,242,880</u>
Total Revenues	\$ 7,707,145	\$ 7,778,610	\$ 8,253,765
HEALTH BENEFITS FUND - AFSCME FAMILY			
Interest	2,794	4,404	3,447
Miscellaneous	<u>457,947</u>	<u>461,106</u>	<u>478,784</u>
Total Revenues	\$ 460,741	\$ 465,510	\$ 482,231
HEALTH BENEFITS FUND - ERRP			
Interest	<u>605</u>	<u>742</u>	<u>-</u>
Total Revenues	\$ 605	\$ 742	\$ -
Total Internal Service Fund	<u><u>\$ 10,528,444</u></u>	<u><u>\$10,518,782</u></u>	<u><u>\$11,043,663</u></u>

**AN ORDINANCE DETERMINING THE AMOUNT OF ALL COUNTY TAXES FOR ALL  
MADISON COUNTY, ILLINOIS PURPOSES, AND LEVYING SAID TAXES FOR THE FISCAL  
PERIOD BEGINNING WITH THE FIRST DAY OF DECEMBER, 2014 AND ENDING WITH  
THE THIRTIETH DAY OF NOVEMBER, 2015**

**WHEREAS**, a County Budget and Appropriation Ordinance for the County of Madison, Illinois, for the fiscal period of twelve months, beginning with the first day of December, 2014 and ending with the thirtieth day of November, 2015 has by this County Board been duly adopted and passed.

**NOW, THEREFORE, BE IT RESOLVED** by said County Board of the County of Madison, Illinois as follows:

Section 1. That Thirty-four Million Two Hundred Five Thousand Four Hundred One dollars and 00/cents (\$34,205,401) be and the same is hereby fixed and determined to be the total amount of all County Taxes to be raised in the County of Madison, Illinois, for all purposes, for said fiscal period of twelve months, beginning on the first day of December, 2014 and ending with the thirtieth day of November, 2015.

Section 2. That Thirty-four Million Two Hundred Five Thousand Four Hundred One dollars and 00/cents (\$34,205,401) being the total amount of all County Taxes to be raised in the County of Madison, Illinois, for all purposes, including (1) General County Revenue (2) Detention Home (3) Health Department (4) Illinois Municipal Retirement Fund (5) Social Security (6) Mental Health (7) Museum (8) Veteran's Assistance (9) Highway (10) Bridge (11) Matching Tax (12) Tort Judgments and Liability Insurance, be within said County of Madison, Illinois, at a rate per cent on each One Hundred Dollars (\$100.00) equalized valuation not in excess of the rate per cent provided by the law on all taxable property in said County subject to taxation.

Section 3. The Specific amounts as levied for all objects and purposes above mentioned for said fiscal period are as follows:

Amount Levied for General County Revenue Purposes:   \$10,712,387

Amounts Levied for Special Revenue Fund Purposes:

Detention Home	788,232
Health Department	1,182,855
Illinois Municipal Retirement Fund	4,952,924
Social Security Fund	2,709,801
Mental Health	3,032,597
Museum	94,399
Veteran's Assistance	505,035
Highway	4,403,444
Bridge	2,346,032
Matching Tax Fund	1,346,131
Tort Judgments and Liability Insurance	<u>2,131,564</u>

<b>TOTAL AMOUNT LEVIED FOR ALL PURPOSES</b>	<b><u>\$34,205,401</u></b>
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Section 4. This Tax Levy Ordinance shall be in effect from and after passage and recording as required by law.

Respectfully submitted,

s/ Jack Minner

s/ William S. Meyer

s/ Jamie Goggin

s/ Larry Trucano

s/ Ann Gorman

s/ Michael Holliday, Sr.

s/ Kelly Tracy

**Finance & Government Operations Committee**

I hereby certify that, in preparing the attached tax levy ordinance, the Madison County Board has complied with Article 18 of PA 88-455 Truth in Taxation Act, Illinois Compiled Statutes, 2012 Chapter 35, Act 200, Section 18-55 through 18-100.

s/ Alan J. Dunstan

Alan Dunstan, Chairman  
Madison County Board

**A RESOLUTION AUTHORIZING A WRB WOOD RIVER REFINERY  
INTERGOVERNMENTAL AGREEMENT FOR PROPERTY TAX ASSESSMENT PURPOSES**

**WHEREAS**, the assessed value of the parcels of real estate within the Wood River Refinery have been the subject of dispute, assessment appeals and prior settlement; and

**WHEREAS**, negotiations between WRB Wood River Refinery and a consortium of local governments have resulted in a proposed new Settlement and Intergovernmental Agreement which establishes the assessed value of said property, and the property taxes to be paid by the property owner, for a period of years, a copy of which is attached; and

**WHEREAS**, the Finance and Government Operations Committee recommends that the agreement be approved.

**NOW, THEREFORE, BE IT RESOLVED** by the County Board of Madison County that the County Board Chairman is hereby authorized and directed to execute said Agreement on behalf of Madison County.

Respectfully submitted,

s/ Jack Minner  
Jack Minner

s/ Kelly Tracy  
Kelly Tracy

s/ Larry Trucano  
Larry Trucano

s/ Ann Gorman  
Ann Gorman

\_\_\_\_\_  
Bill Meyer

s/ Michael Holliday, Sr.  
Michael Holliday, Sr.

s/ Jamie Goggin  
Jamie Goggin

**Finance and Government Operations Committee**

**WRB WOOD RIVER REFINERY REAL PROPERTY TAX  
ASSESSMENT SETTLEMENT AGREEMENT**

This Agreement made among WRB Refining, LP (**“WRB”**); Roxana Community Unit School District #1, Madison County, Lewis and Clark Community College District, Wood River-Hartford School District #15, East Alton-Wood River Community High School District #14, the Village of Roxana, the Roxana Park District, the Roxana Library District, Chouteau Road and Bridge District, Chouteau Township, St. Louis Regional Airport, and the South Roxana Fire Protection District (collectively, the **“Consortium Members”**), Wood River Township Road and Bridge, Wood River Township, the Village of Hartford, the Village of South Roxana, and the Hartford Library District (collectively with the **Consortium Members**, the **“Taxing Bodies”**); the Wood River and Chouteau Township Assessors (the **“Assessors”**); the Madison County Supervisor of Assessments (the **“Supervisor”**); the Madison County Treasurer and Collector (the **“Collector”**); the Madison County Clerk (the **“County Clerk”**); and the Madison County Board of Review (the **“Board of Review”**);

**WITNESSETH:**

**WHEREAS**, the Assessors, the Supervisor, the Collector, the Board of Review, the County Clerk, WRB, and the Taxing Bodies (collectively, the **“Parties,”** and individually, **“Party”**) enter into this Agreement pursuant to Section 200/9-45 of the Illinois Property Tax Code (35 ILCS 200/9-45), Article VII, Section 10(a) of the Illinois Constitution, Ill. Const. Art. VII, § 10(a), the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and all other applicable authority of the Supervisor, the County Clerk, the Collector, the Board of Review and the Taxing Bodies; and

**WHEREAS**, WRB owns real property located within Madison County, Illinois, the permanent index real estate tax numbers of which are shown on **Exhibit A** (the “**Refinery**”); and

**WHEREAS**, the Refinery is used by WRB as a petroleum refinery; and

**WHEREAS**, Madison County is a county of less than 1,000,000 inhabitants; and

**WHEREAS**, the Taxing Bodies constitute all of the municipal entities with jurisdiction to levy property taxes against the Refinery; and

**WHEREAS**, certain disputes and litigation as to the equalized assessed valuation of the Refinery are currently pending for 2011, 2012, 2013 and 2014 including, but not limited to, litigation before the Illinois Property Tax Appeal Board (the “**PTAB**”), in the Circuit Courts of Madison and Sangamon Counties, the Madison County Board of Review, the Illinois Appellate Court Fifth District, and the Illinois Department of Revenue; and

**WHEREAS**, the Parties desire to settle all disputes in accordance with the provisions of Section 200/9-45 of the Illinois Property Tax Code (35 ILCS 200/9-45) pertaining to the equalized assessed valuation of the Refinery, including the PTAB cases and all other litigation between the Parties, and further wish to settle all issues related to payments, refunds, claims, credits against taxes and liabilities in respect to past taxes of the Taxing Bodies, and certain issues relating to future equalized assessed valuations of the Refinery and property taxes and property tax rates of the Taxing Bodies, all in accordance with the terms of this Agreement;

**NOW, THEREFORE, IT IS HEREBY AGREED** by and among WRB, the Assessors, the Supervisor, the Collector, the Board of Review and each of the Taxing Bodies:

1. The recitals set forth above are incorporated here as an agreed statement of facts, and the Parties stipulate that they are true and correct.

2. Upon the approval of this Agreement by all of the Parties, as measured by the last Party to affix its signature to this Agreement, the Parties shall request, using the motion attached hereto as **Exhibit B**, that the Circuit Court for the Third Judicial Circuit, Madison County (the “**Court**”), approve this Agreement, pursuant to the terms of 35 ILCS 200/9-45, in a Declaratory Judgment case that will be filed for this express purpose (the “**Case**”). Upon approval of this Agreement by the Court, the Parties shall file a stipulation to dismiss the Case in the form attached as **Exhibit C**. The date on which the declaratory judgment entered in the Case becomes a Final Order shall be the effective date of this Agreement. For the purposes of this Agreement, “Final Order” means an order or judgment, (i) the operation or effect of which has not been stayed, reversed, or amended; and (ii) as to which order or judgment (or any revision, modification, or amendment thereof ) the time to appeal or seek review or rehearing has expired, and (iii) as to which no appeal or petition for review or rehearing was filed or, if filed, no longer remains pending.

3. To dispose of all litigation pending between them, the Parties shall take the following actions:

A. Within five days after the last Consortium Member signs this Agreement, WRB, the Collector and the Taxing Bodies that have intervened in Appellate Court case number 5-14-0275 will jointly request the Illinois Appellate Court Fifth District to vacate the judgment as a result of the Parties’ settlement agreement and dismiss the cause of action with prejudice, using the motion attached hereto as **Exhibit D**.

B. Within five days after the last Consortium Member signs this

Agreement, WRB and the Roxana School District shall file a motion to dismiss with prejudice the injunction action (case 14-MR-000072) filed in the Circuit Court of Madison County, using the motion attached hereto as **Exhibit E**.

C. Within fourteen days of the effective date of this Agreement, the taxing bodies will withdraw their “Motion to Declare Void Actions Taken at Meetings in Violation of Open Meetings Act” in case no. 2012-MR-224 pending in the Circuit Court of Sangamon County, without prejudice to their filing a petition for fees, costs and civil penalties against the Illinois Environmental Protection Agency and/or the Illinois Pollution Control Board, and the taxing bodies will not seek any other remedy or relief in that case other than fees, costs and civil penalties against the Illinois Environmental Protection Agency and/or the Illinois Pollution Control Board.

D. Within fourteen days of the effective date of this Agreement, the Taxing Bodies that have appealed to the PTAB and WRB shall file jointly stipulations with the PTAB dismissing with prejudice all assessment appeals concerning the Refinery filed by the Taxing Bodies and WRB for tax years 2011, 2012, and 2013.

E. Within fourteen days of the effective date of this Agreement, WRB and the Taxing Bodies, that have appealed the Illinois Department of Revenue’s (“**Department**”) assessments of WRB’s pollution control facilities in the Administrative Hearing Division of the Department (case nos. 2012-PT-0008, 2013-PT-0022, and the case filed by letter on February 21, 2014 for tax year 2013 assessments), shall jointly file stipulations dismissing with prejudice those appeals and any other appeals concerning any pollution control facilities at the Refinery.

F. Within fourteen days after the Parties have signed this Agreement,



WRB and the Taxing Bodies that have intervened shall request the Board of Review to set the 2014 aggregate equalized assessment for the Refinery at \$343,222,380, allocated among the various parcels as set forth on **Exhibit A**.

G. Within fourteen days of the effective date of this Agreement, WRB, the Collector, and the Taxing Bodies that have intervened in tax objection case 14-TX-001-001 in Madison County Circuit Court shall jointly file motions to dismiss that case with prejudice.

4. With the sole exception of those circumstances described in **Paragraph 15** below, for tax years 2014 through 2017, the aggregate equalized assessed valuation of the Refinery shall be \$343,222,380. The aggregate equalized assessed value of the Refinery shall be allocated among the various tax codes as shown in **Exhibit A**. For tax years 2018 and thereafter, the aggregate equalized assessed valuation of the Refinery shall be determined in accordance with the provisions of the Illinois Property Tax Code.

5. In order to create tax predictability for all parties, it is agreed that:

A. **Definitions:** For purposes of this Agreement, the term “**Property Tax Bill**” means the total amount of real property taxes extended against the Refinery by the County Clerk for a particular tax year as a result of the levy of taxes by (i) a particular Taxing Body and (ii) any other taxing body or bodies not a party to this Agreement who provide the governmental services now provided by, and who pay the costs of governmental responsibilities or liabilities now borne by, such Taxing Body. For purposes of this Agreement, the term “**taxes extended**” shall mean taxes extended as a result of the levy of taxes for all purposes, including, but not limited to: general corporate, special assessment, debt service, lease payment, special service area, and any other general or special purpose

(but not including drainage taxes). The term “**aggregate tax rate**” shall mean the tax rate extended for all such purposes.

B. **Establishment of Annual Credit Trigger Amounts:** WRB will pay to each Taxing Body for each of the tax years from 2014 through 2017 by way of real estate taxes, payments in addition to taxes, and credits, or a combination *thereof exactly the amount* of the Annual Credit Trigger Amount provided in this paragraph, not more and not less. The Annual Credit Trigger Amounts are:

Taxing Body	Annual Credit Trigger Amounts			
	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Madison County	2,416,247	2,469,180	2,523,182	2,578,275
Lewis & Clark Coll. #536	2,145,855	2,193,258	2,241,624	2,290,972
St. Louis Region Airport	251,770	257,937	264,241	270,683
Roxana C.U. #1	11,986,575	12,023,835	12,079,028	12,155,997
Village of Roxana	1,432,509	1,455,302	1,478,414	1,501,851
Roxana Park	466,491	481,197	496,333	511,912
Roxana Library District	305,923	315,501	325,359	335,506
Hartford-W.R. S.D. #15	862,457	879,003	895,901	913,159
E. Alton-W.R. H.S. #14	674,719	686,859	699,250	711,897
Chouteau Road & Bridge	13,891	14,051	14,213	14,380
Chouteau Township	8,937	9,129	9,324	9,524
S. Roxana Fire	1,786	1,824	1,863	1,902
Wood River Township	484,008	496,662	509,614	522,873
Wood River Road & Bridge	606,111	613,668	621,404	629,322
Village of Hartford	290,781	299,111	307,661	316,436
Hartford Library District	70,617	72,601	74,635	76,722
Village of S. Roxana	<u>1,222</u>	<u>1,248</u>	<u>1,274</u>	<u>1,301</u>
Annual Totals	22,019,899	22,270,366	22,543,320	22,842,712

The provisions of this **Paragraph** apply except to the extent modified by the provisions of **Paragraph 15**.

C. **Establishment of Tax Payment Credits:** For each of the tax years from 2014 through 2017, to the extent the Property Tax Bill for the Refinery exceeds the

Annual Credit Trigger Amount for any Taxing Body, each such Taxing Body shall, through the use of tax credits established in this Agreement, reimburse WRB for amounts due from WRB over and above the Annual Credit Trigger Amount. The credits due to WRB from each of the Taxing Bodies are equal to the amount the Property Tax Bill for each Taxing District exceeds the Annual Credit Trigger Amount for that Taxing Body in any year. WRB shall be entitled to apply the credits to reduce WRB's Property Tax Bill, or its cash payment of the Property Tax Bill, attributable to such Taxing Body to the Annual Credit Trigger Amount for that Taxing Body. For any year in which WRB is entitled to credits, not later than the payment date for the first installment of taxes for that year, WRB shall inform the Collector of the amount of the credits and the parcels to which they apply. The Collector shall apply such credits on WRB's behalf as provided in Section 9-45. The Parties acknowledge the tax credits provided by Section 9-45 and established in this agreement have been essential to and are issued in consideration of the resolution and compromise of property tax disputes including: a) the assessed valuation of the Refinery for tax years 2011 through 2017; b) the method of calculating, as well as the amount of, any tax refunds or tax increases that may be due upon final resolution of the assessment appeals for tax years 2011 through 2014; c) the validity and amount of refunds due from tax rate objections that WRB has filed and is agreeing to forbear from raising pursuant to Paragraph 14; and d) the certification and assessment of WRB's pollution control facilities. These credits are obligations of the Taxing Bodies, and WRB has the right to enforce these obligations in accordance with the terms of this Agreement.

**D. Application of Tax Credits:** Each tax year, after each Taxing Body adopts and files its tax levy with the County Clerk and after that Taxing Body's aggregate

equalized assessed valuation is certified, the County Clerk will prepare and distribute to the Taxing Body its tax computation report without consideration of the Annual Credit Trigger Amounts provided for in this Agreement. Once the Taxing Body's tax computation report becomes final and is certified to the Collector, the Collector will prepare all tax bills, including the Refinery's tax bills, without consideration of the Annual Credit Trigger Amounts provided for in this Agreement. After the tax bills are prepared and distributed, but before the date that the first installment of taxes is due, the Taxing Body shall have the right to direct the Collector as to the funds to which any credits provided for in this Agreement shall be applied except that no credits shall be applied to debt service funds. (e.g. If WRB is entitled to use \$200,000 of credits in satisfaction of a school district Taxing Body's annual Property Tax Bill, that school district Taxing Body shall have the right to direct the Collector to apply those credits to its educational fund, operations and maintenance fund, transportation fund, or any other fund as the school district Taxing Body deems appropriate, except a debt service fund.) In the absence of such direction from any Taxing Body, the Collector will apply such credits proportionately among that Taxing Body's various funds, except a debt service fund.

**E. WRB Minimum Annual Payment:** For each of the tax years from 2014 through 2017, to the extent the aggregate Property Tax Bill for the Refinery attributable to a Taxing Body is less than the Annual Credit Trigger Amount for such Taxing Body, WRB shall make a cash payment to such Taxing Body, in addition to the real property taxes on the Property Tax Bill, in the amount necessary to bring the total payment to such Taxing Body for that tax year up to, but not in excess of, the Annual Credit Trigger Amount. Said payment in addition to real property taxes shall be made on or before September 1 of the year

that payment of the Property Tax Bill is due. In no event shall WRB make or be required to make payments in addition to taxes in such amounts as to cause the total amount of WRB's payment to any Taxing Body, including the Property Tax Bill and payments in addition to taxes, to be in excess of the Annual Credit Trigger Amount for such Taxing Body for that tax year, unless agreed to in writing by WRB and that Taxing Body. In no event shall the use of credits cause the amount of WRB's Property Tax Bill and payment in addition to taxes for any Taxing Body to be less than the Annual Credit Trigger Amount for such Taxing Body.

F.     **Expiration of Credits:** WRB may use the credits generated pursuant to this Agreement only until the date of the last tax payment for any taxes attributable to tax years 2014 through 2017, at which time the Taxing Bodies will be relieved of any and all liability for, and will be forever discharged from, all claims for refunds, accrued interest, and/or credits relating to the Refinery with respect to the matters resolved and covered by this Agreement. Any unused credits under this Agreement shall expire and the Taxing Bodies shall have no further obligation for such credits nor will WRB be able to apply them against any tax liability thereafter.

6.     The Parties agree not to challenge the terms of this Agreement, directly or indirectly, and shall not provide financial support for litigation or otherwise participate, directly or indirectly, in litigation seeking to increase or decrease the assessed valuations set in conformity with **Paragraph 4**, or to increase or decrease any tax payment by WRB made in conformity with **Paragraph 5**, except as set forth in **Paragraph 15**. Notwithstanding the foregoing, if any nonparty to the Agreement files an appeal seeking to increase or decrease the assessment of the Refinery above or below the amount specified in **Paragraph 4**, or to increase or decrease the amount of any tax payment made or to be made by WRB in excess

of or below that required in **Paragraph 5**, then the Parties shall have the right and obligation to appear in the proceeding for the purpose of advising the court that they support the validity and enforceability of the Agreement and the assessments and taxes paid or to be paid by WRB as set forth therein. If the Taxing Bodies, or any of them, file an appeal seeking to increase the assessment of the Refinery above the amount specified in **Paragraph 4**, or any tax payment made or to be made by WRB in excess of that required in **Paragraph 5**, WRB shall have the right to intervene in any such challenge for such tax year to enforce the terms of this Agreement and respond to any and all allegations in such challenge. If WRB or any person files an appeal seeking to decrease the assessment of the Refinery below the amount specified in **Paragraph 4**, or any tax payment made or to be made by WRB below that required in **Paragraph 5**, any one or more of the Taxing Bodies shall have the right to intervene in any such challenge for such tax year to enforce the terms of this Agreement and respond to any and all allegations in such challenge.

7. Except as necessary to enforce the terms of this Agreement, no Taxing Body shall provide financial support for litigation seeking to increase the assessed valuation of WRB's real property for general real estate tax purposes in Madison County or any other county for tax years 2011 through 2017.

8. The Taxing Bodies agree that for tax years 2014 through 2017:

A. They will not challenge the assessed valuation placed on any certified pollution control facilities ("PCFs") related to the Refinery regardless of whether such certification was obtained before or after the effective date of this Agreement; and

B. They will not challenge or interfere with any application by WRB for the certification of any improvement as a pollution control facility, other than the exercise of

rights conferred by the Illinois Open Meetings Act.

9. It is the intent of the Parties that the equalized assessed values specified in **Paragraph 4** will be the final assessments after imposition of all multipliers. If the imposition of a multiplier by the Department of Revenue or any other agency of the State of Illinois would result in an equalized assessed value which differs from the amount specified in this Agreement, the Parties shall make all efforts to correct the assessed valuation by any statutory means (such as Certificates of Error) or other means (such as the credits herein before set forth) prior to the due date of tax payments. If such efforts do not remove the effect of the county-wide multiplier, the assessed value for the subsequent year (including the assessed value for 2017 if appropriate) shall be adjusted, either to a higher or lower assessed value, to compensate for the impact of a county-wide multiplier in the previous year. Thereafter the assessed values set forth in **Paragraph 4** shall be followed.

10. If for any tax year from 2014 through 2017 WRB notifies the Collector in writing that the real estate taxes on the Refinery are extended based upon an equalized assessed value of the Refinery that is in excess of the amount determined under **Paragraph 4** or credits are not applied as required under **Paragraph 5**, the Collector and any Taxing Body to whom the Collector distributes such excess will hold any excess tax payments arising therefrom as a constructive trustee for WRB, and such excess shall be remitted to WRB, without interest, within 30 days of the Collector or Taxing Body receiving notice from WRB of the excess payment. The Collector shall have no liability as a constructive trustee under this paragraph until after he has received written notice from WRB and shall have no duty or liability to WRB under this paragraph for taxes that the Collector has distributed to any Taxing Body prior to receiving written notice.

11. If for any tax year from 2014 through 2017 the assessment on the Refinery is set below the amount set forth in accordance with **Paragraph 4**, except in those circumstances where the Refinery is assessed pursuant to **Paragraph 15** of this Agreement, WRB agrees to pay to the Taxing Bodies the amount that WRB would have been required to pay if the assessment on the Refinery for such tax year had been set at the amount determined in accordance with **Paragraph 4**, subject to the Annual Credit Trigger Amounts and other provisions set forth in **Paragraph 5**.

12. This Agreement shall be in full force and effect until December 31, 2018.

Notwithstanding the termination of this Agreement:

(a) Each Party may exercise its rights under this Agreement and each Party shall have all of its obligations under this Agreement after December 31, 2018, but only with respect to levies, assessments and taxes or litigation associated therewith for tax years 2011 through 2017; and

(b) Each Party may initiate litigation with regard to any claim of breach of any terms or conditions of this Agreement by any other Party within the applicable time period of any statute of limitations or statute of repose, but in no event later than December 31, 2018; and

(c) It is expressly understood that prior to the termination of this Agreement any Party to this Agreement has the right to prepare for matters relating to the assessed valuation of the Refinery for tax year 2018 and thereafter.

13. WRB shall not file tax rate objections challenging the levies or tax rates adopted by any of the Taxing Bodies for tax years 2013 through 2017.

14. The Parties acknowledge that the assessments set forth in **Paragraph 4** and the Annual Credit Trigger Amounts and credits set forth in **Paragraph 5**, are the result of a compromise of any and all possible disputes relating to the real property assessment of, and property taxes relating to, the Refinery. The terms and conditions of this Agreement shall not affect the determination of equalized assessed valuations or bar any Party from



advocating any value or methodology of valuation after tax year 2017.

15. If an accidental event such as fire or natural disaster renders the Refinery unfit for customary use for more than 90 days in any 12-month period, then WRB shall be entitled, on a proportionate basis, to a diminution of assessed valuation in accordance with 35 ILCS 200/9-180 and the provisions of **Paragraphs 8 and 9** will not apply during such period. Once the Refinery is again fit for customary use and operation has recommenced, the provisions of **Paragraphs 4 and 5** will govern for the remaining tax years in this Agreement subject to the provisions here.

16. The equalized assessed valuations set forth in **Paragraph 4**, and the Annual Credit Trigger Amounts and credits set forth in **Paragraph 5**, shall not be subject to change for any depreciation, nor shall they be affected by any new improvements, replacements, or additions to the Refinery.

17. The Parties to this Agreement acknowledge and agree that the legal remedies available to the Parties for a breach of this Agreement are inadequate and that each Party may seek and is entitled to the remedy of specific performance, injunctive relief, and any other appropriate remedy. Should any Party or Parties breach this Agreement, all of the other Parties agree to join in any action to enforce this Agreement. In the event any Party or Parties shall be determined by the Final Order of a court of competent jurisdiction to have breached this Agreement, said breaching Party or Parties shall pay to any Party or Parties not in breach of the Agreement that Party's or Parties' cost of enforcement, including, but not limited to, reasonable attorneys' fees.

18. To the extent permitted by law, the provisions of this Agreement shall supersede any and all legislation, statutes, ordinances, policies, resolutions, codes and

regulations that may be in conflict with the provisions of this Agreement.

19. The Parties to this Agreement shall take all actions reasonably necessary to defend the validity of this Agreement and to defend all actions taken and all documents executed pursuant to or in connection with this Agreement, and shall take no action, directly or indirectly, to seek to frustrate the terms or intent of this Agreement.

20. The execution of this Agreement has been duly authorized by the board of each of the Taxing Bodies and by the corporate authorities of WRB. Prior to submitting this Agreement to the Court for approval, each Consortium Member shall provide to WRB an Opinion Letter from its attorney in substantially the form of **Exhibit F**.

21. During the term of this Agreement, WRB will not file any lawsuit challenging the ability of any Taxing Body to issue bonds or other form of debt.

22. The Parties agree to use their best efforts to secure passage of a legislative amendment to the Property Tax Code (35 ILCS 200/9-45) authorizing the Parties to enter into and implement this Agreement. If 35 ILCS 200/9-45 is not amended and effective law by July 1, 2015, the Parties will continue to use their best efforts to implement the terms and provisions of this Agreement including, but not limited to, the provisions of **Paragraphs 4 and 5(A) through 5(F)**. If the Collector does not allow the use of credits to limit WRB's payment of its Property Tax Bill for any Taxing Body to that Taxing Body's Annual Credit Trigger Amount for any tax year, then WRB will pay said taxes as billed by the Collector until such legislation becomes law or, if 35 ILCS 200/9-45 is not amended to include petroleum refineries, for tax years 2014 through 2017. If for any reason WRB is required to pay said taxes in an amount in excess of the Annual Credit Trigger Amount for any Taxing Body in any tax year, then that Taxing Body will refund to WRB the difference between the

amount of taxes WRB pays to that Taxing Body and the Annual Credit Trigger Amount for that Taxing Body by within thirty days of receipt by the Taxing Body of the second installment of real estate taxes for that year (*e.g.* If WRB pays an amount of taxes in 2015 for tax year 2014 that is in excess of the Annual Credit Trigger Amount for any Taxing Body, that Taxing Body will refund the difference to WRB within thirty days of receipt of the second installment of the 2014 taxes.)

23. This Agreement may be executed in any number of counterparts with the same effect as if the signatures to each counterpart were upon the same instrument.

24. This Agreement shall bind and inure to the benefit of the Parties and their respective successors, transferees, and assigns.

25. All notices to be provided pursuant to this Agreement shall be in writing and shall be given in the following manner: (a) by personal delivery, in which event notice shall be deemed given when received at the office of the addressee; (b) by United States Certified Mail, Return Receipt Requested, in which event notice shall be deemed given on the date reflected on the Return Receipt; or (c) by commercial overnight delivery (*e.g.* UPS), in which event notice shall be deemed given on the next business day following deposit with the overnight delivery company. Notices shall be served to the following address:

If to WRB:

Jeffrey S. Miller  
Senior Counsel-Litigation  
Phillips 66 Company  
P.O. Box 4428  
Houston, TX 77210

Jay Churchill  
WRB Refining LP Wood River Refinery  
P.O. Box 76  
900 South Central  
Roxana, IL 62084

If to Madison County:

Madison County Board  
Attn: Chairman  
Madison County Administration Building  
157 N. Main Street  
Suite 165  
Edwardsville, Illinois 62025-1963

If to Roxana Community Unit School District #1:

Attn: Superintendent  
401 N. Chaffer  
Roxana, Illinois 62084

If to Lewis & Clark Community College District:

Attn: President  
Benjamin Godfrey Campus  
5800 Godfrey Road  
Godfrey, Illinois 62035

If to Hartford-Wood River School District #15:

Attn: Superintendent  
501 East Lorena Avenue  
Wood River, Illinois 62095-2123

If to East Alton-Wood River High School District #14:

Attn: Superintendent  
777 N. Wood River Avenue  
Wood River, Illinois 62095

If to the Village of Roxana:

Attn: Village President  
400 South Central Avenue  
Roxana, Illinois 62084

If to the Roxana Community Park District:

Attn: Director  
Rox-Arena  
#2 Park Drive  
Roxana, Illinois 62084

If to the Roxana Public Library District:

Attn: Director  
200 North Central Avenue  
Roxana, Illinois 62084

If to the Chouteau Road and Bridge District:

Attn: Commissioner  
906 Thorngate Road  
Granite City, Illinois 62040

If to Chouteau Township:

Attn: Clerk  
906 Thorngate Road  
Granite City, Illinois 62040

If to the St. Louis Regional Airport:

Attn: Manager  
8 Terminal Drive  
Suite 1  
East Alton, Illinois 62024

If to the South Roxana Fire Protection District:

Attn: Chief  
225 Sinclair Avenue  
P.O. Box 87160  
South Roxana, Illinois 62087

If to Wood River Township:

Attn: Clerk  
Wood River Township Hall  
33 South Ninth Street  
East Alton, Illinois 62024

If to the Wood River Township Road and Bridge District:

Attn: Commissioner  
Wood River Township Hall  
33 South Ninth Street  
East Alton, Illinois 62024

If to the Village of Hartford:

Attn: Village Mayor  
140 West Hawthorne Street  
Hartford, Illinois 62048

If to the Hartford Library District:

Attn: Director  
143 West Hawthorne Street  
Hartford, Illinois 62048-1099

If to the Wood River Township Assessor:

Attn: Assessor  
45 South Ninth Street  
East Alton, Illinois 62024

If to the Chouteau Township Assessor:

Attn: Assessor  
906 Thorngate Drive  
Granite City, Illinois 62040

If to the Madison County Supervisor of Assessments:

Attn: Supervisor  
Madison County Administration Building  
157 N. Main Street  
Suite 229  
Edwardsville, Illinois 62025-1964

If to the Madison County Treasurer and Collector:

Attn: Treasurer  
Madison County Administration Building  
157 N. Main Street  
Suite 125  
Edwardsville, Illinois 62025-0729

If to the Madison County Clerk:

Attn: Clerk  
Madison County Administration Building  
157 N. Main Street  
Suite 109 – PO Box 218  
Edwardsville, Illinois 62025-0218

If to the Madison County Board of Review:

Attn: Chairman  
Madison County Administration Building  
157 N. Main Street  
Suite 222  
Edwardsville, Illinois 62025-1964

Any and all notices sent pursuant to this Paragraph shall also be sent to the following:

Larry Helper  
Beth Bauer  
Hepler Broom LLC  
130 N. Main St.  
PO Box 510  
Edwardsville, IL 62025

Whitt Law LLC  
70 S. Constitution Drive  
Aurora, Illinois 60506

Madison County State's Attorney's Office  
157 North Main Street, Suite 402  
Edwardsville, Illinois 62025

26. This Agreement and the exhibits contain the complete and entire agreement of Parties and supersede any prior understandings, agreements, or representations by or between the Parties, written or oral, which may have related in any way to the subject matter of this Agreement.



27. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, the State in which this Agreement is deemed to have been executed and delivered.

28. The Parties agree that any disputes arising out of, related to, or connected with this Agreement shall be litigated, if at all, solely in the Circuit Court for the Third Judicial Circuit, Madison County, Illinois.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the day and year set forth below.

WRB Refining LP

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

Madison County Board

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

Roxana Community Unit School  
District #1

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

Lewis and Clark Community College  
District

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

Hartford-Wood River School District #15

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

East Alton-Wood River High School  
District #14,

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

Village of Roxana

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

Roxana Community Park District

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

Roxana Public Library District

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

Chouteau Road and Bridge District

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

Chouteau Township

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

St. Louis Regional Airport

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

South Roxana Fire Protection District

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

Wood River Township Road and  
Bridge District

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

Wood River Township

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

Village of Hartford

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

Village of South Roxana

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

Hartford Library District

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

Wood River and Chouteau Township  
Assessors

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

Madison County Supervisor of  
Assessments

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

Madison County Treasurer and  
Collector

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

Madison County Clerk

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

Madison County Board of Review

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

# EXHIBIT A

	2014	2015	2016	2017
<b>Tax Code 146</b>				
18-2-14-01-05-101-001	1,120	1,120	1,120	1,120
18-2-14-01-05-101-007	1,425	1,425	1,425	1,425
18-2-14-01-05-102-001	2,435	2,435	2,435	2,435
18-2-14-01-05-102-003	1,119	1,119	1,119	1,119
18-2-14-01-05-102-004	1,119	1,119	1,119	1,119
18-2-14-01-05-102-005	2,435	2,435	2,435	2,435
18-2-14-01-05-102-019	2,638	2,638	2,638	2,638
18-2-14-01-05-106-001	3,546	3,546	3,546	3,546
18-2-14-02-07-202-001	4,352	4,352	4,352	4,352
18-2-14-02-07-202-003	2,223	2,223	2,223	2,223
18-2-14-02-07-202-004	1,119	1,119	1,119	1,119
18-2-14-02-07-203-004	7,805	7,805	7,805	7,805
18-2-14-02-07-203-006	2,943	2,943	2,943	2,943
18-2-14-02-07-203-011	1,425	1,425	1,425	1,425
18-2-14-02-07-204-007	7,695	7,695	7,695	7,695
18-2-14-02-08-201-001	4,352	4,352	4,352	4,352
18-2-14-02-08-201-013	4,157	4,157	4,157	4,157
18-2-14-02-08-202-005	7,390	7,390	7,390	7,390
18-2-14-02-08-203-005	7,390	7,390	7,390	7,390
18-2-14-02-08-204-001	7,390	7,390	7,390	7,390
18-2-14-02-08-205-001	3,546	3,546	3,546	3,546
18-2-14-02-08-205-003	5,370	5,370	5,370	5,370
<b>Total for Tax Code 146</b>	<b>\$82,994</b>	<b>\$82,994</b>	<b>\$82,994</b>	<b>\$82,994</b>

<b>Tax Code 149</b>				
18-1-14-02-06-101-001	20,260	20,260	20,260	20,260
18-1-14-03-00-000-002	3,728,225	3,728,225	3,728,225	3,728,225
18-1-14-02-00-000-001	0	0	0	0
<b>Total for Tax Code 149</b>	<b>\$3,748,485</b>	<b>\$3,748,485</b>	<b>\$3,748,485</b>	<b>\$3,748,485</b>

<b>Tax Code 150</b>				
19-1-08-34-00-000-008.004*	16,883,757	16,883,757	16,883,757	16,883,757
46-1-08-34-00-000-006*				
19-1-08-34-00-000-006	6,515,423	6,515,423	6,515,423	6,515,423
<b>Total for Tax Code 150</b>	<b>\$23,399,180</b>	<b>\$23,399,180</b>	<b>\$23,399,180</b>	<b>\$23,399,180</b>

<b>Tax Code 156</b>				
19-1-08-35-00-000-001**	277,534,121	277,534,121	277,534,121	277,534,121
46-1-08-35-00-000-001**				
19-1-08-36-00-000-001	19,186	19,186	19,186	19,186
19-1-08-36-00-000-002	12,591,778	12,591,778	12,591,778	12,591,778
19-1-08-36-12-201-002	286,105	286,105	286,105	286,105
19-2-08-34-00-000-007	0	0	0	0
19-1-08-25-00-000-007	149,722	149,722	149,722	149,722
19-1-08-25-00-000-007.001	239,535	239,535	239,535	239,535
19-1-08-25-19-401-012	20,385	20,385	20,385	20,385
19-1-08-26-00-000-005	1,947,859	1,947,859	1,947,859	1,947,859
<b>Total for Tax Code 156</b>	<b>\$292,788,691</b>	<b>\$292,788,691</b>	<b>\$292,788,691</b>	<b>\$292,788,691</b>

# EXHIBIT A

	2014	2015	2016	2017
<b>Tax Code 167</b>				
19-1-08-33-00-000-002	5,344,607	5,344,607	5,344,607	5,344,607
19-1-08-33-00-000-008	611	611	611	611
19-1-08-34-00-000-004	529,624	529,624	529,624	529,624
19-1-08-34-00-000-008.002	16,969,798	16,969,798	16,969,798	16,969,798
19-2-08-34-00-000-008.003	54,163	54,163	54,163	54,163
<b>Total for Tax Code 167</b>	<b>\$22,898,803</b>	<b>\$22,898,803</b>	<b>\$22,898,803</b>	<b>\$22,898,803</b>
<b>Tax Code 407</b>				
18-1-14-03-00-000-003	19,116	19,116	19,116	19,116
<b>Total for Tax Code 407</b>	<b>\$19,116</b>	<b>\$19,116</b>	<b>\$19,116</b>	<b>\$19,116</b>
<b>Tax Code 411</b>				
18-1-14-02-00-000-002	285,111	285,111	285,111	285,111
<b>Total for Tax Code 411</b>	<b>\$285,111</b>	<b>\$285,111</b>	<b>\$285,111</b>	<b>\$285,111</b>
<b>Wood River Refinery Total</b>	<b>\$343,222,380</b>	<b>\$343,222,380</b>	<b>\$343,222,380</b>	<b>\$343,222,380</b>

\* For tax years 2014 - 2017, the equalized assessed value of parcels 19-1-08-34-00-000-008.004 and 46-1-08-34-00-000-006 shall total \$16,883,757. Parcel 46-1-08-34-00-000-006 represents certain pollution control facilities at the Wood River Refinery assessed by the Illinois Department of Revenue. For tax years 2014 - 2017, the equalized assessed value of parcel 46-1-08-34-00-000-006 shall be as determined by the Illinois Department of Revenue. For tax years 2014 - 2017, the equalized assessed value of parcel 19-1-08-34-00-000-008.004 shall be the difference between \$16,883,757 and the amount set for parcel 46-1-08-34-00-000-006 by the Illinois Department of Revenue.

\*\* For tax years 2014 - 2017, the equalized assessed value of parcels 19-1-08-35-00-000-001 and 46-1-08-35-00-000-001 shall total \$277,534,121. Parcel 46-1-08-35-00-000-001 represents certain pollution control facilities at the Wood River Refinery assessed by the Illinois Department of Revenue. For tax years 2014 - 2017, the equalized assessed value of parcel 46-1-08-35-00-000-001 shall be as determined by the Illinois Department of Revenue. For tax years 2014 - 2017, the equalized assessed value of parcel 19-1-08-35-00-000-001 shall be the difference between \$277,534,121 and the amount set for parcel 46-1-08-35-00-000-001 by the Illinois Department of Revenue.

**EXHIBIT B**

**IN THE CIRCUIT COURT FOR THE THIRD JUDICIAL CIRCUIT  
MADISON COUNTY, ILLINOIS**

WRB REFINING LP.,

Plaintiffs.

vs.

Case No. \_\_\_\_\_

ROXANA COMMUNITY UNIT SCHOOL DISTRICT #1;  
MADISON COUNTY; LEWIS and CLARK  
COMMUNITY COLLEGE DISTRICT; HARTFORD-  
WOOD RIVER SCHOOL DISTRICT #15; EAST ALTON-  
WOOD RIVER HIGH SCHOOL DISTRICT #14;  
VILLAGE OF ROXANA; ROXANA COMMUNITY  
PARK DISTRICT; ROXANA PUBLIC LIBRARY  
DISTRICT; CHOUTEAU ROAD and BRIDGE  
DISTRICT; CHOUTEAU TOWNSHIP; ST. LOUIS  
REGIONAL AIRPORT; SOUTH ROXANA FIRE  
PROTECTION DISTRICT; WOOD RIVER TOWNSHIP  
ROAD and BRIDGE; WOOD RIVER TOWNSHIP;  
VILLAGE OF HARTFORD; VILLAGE OF SOUTH  
ROXANA; HARTFORD LIBRARY DISTRICT; WOOD  
RIVER AND CHOUTEAU TOWNSHIP ASSESSORS;  
MADISON COUNTY SUPERVISOR OF  
ASSESSMENTS; MADISON COUNTY TREASURER  
and COLLECTOR; MADISON COUNTY CLERK; and  
MADISON COUNTY BOARD OF REVIEW,

Defendants.

**JOINT MOTION TO APPROVE REAL PROPERTY  
TAX ASSESSMENT SETTLEMENT AGREEMENT**

Now come the Parties, WRB Refining, LP (“WRB”), Roxana Community Unit School District #1, Madison County, Lewis and Clark Community College District, Wood River-Hartford School District #15, East Alton-Wood River Community High School District #14, the

Village of Roxana, the Roxana Park District, the Roxana Library District, Chouteau Road and Bridge District, Chouteau Township, St. Louis Regional Airport, and the South Roxana Fire Protection District, Wood River Township Road and Bridge, Wood River Township, the Village of Hartford, the Village of South Roxana, and the Hartford Library District (collectively, the **“Taxing Bodies”**); the Wood River and Chouteau Township Assessors (the **“Assessors”**); the Madison County Supervisor of Assessments (the **“Supervisor”**); the Madison County Treasurer and Collector (the **“Collector”**); the Madison County Clerk (the **“County Clerk”**); and the Madison County Board of Review (the **“Board of Review”**); and move this Honorable Court to approve the WRB Wood River Refinery Real Property Tax Assessment Settlement Agreement attached hereto as Exhibit 1 (the **“Settlement Agreement”**) and then dismiss the above captioned action with prejudice. In support of this Joint Motion, the parties state:

1. This cause involves the 2011 through 2017 real estate taxes and assessed valuation of the Wood River Refinery (**“Refinery”**) owned by WRB and located in Madison County, Illinois.

2. The parties desire to resolve their disputes in this litigation as set forth in the Settlement Agreement.

3. 35 ILCS 200/9-45 provides that:

Any real property used for a power generating or automotive manufacturing facility located within a county of less than 1,000,000 inhabitants, as to which litigation with respect to its assessed valuation is pending or was pending as of January 1, 1993, may be the subject of a real property tax assessment settlement agreement among the taxpayer and taxing districts in which it is situated. In addition, any real property that is (i) used for natural gas extraction and fractionation or olefin and polymer manufacturing, or (ii) used for a petroleum refinery, and (iii) located within a county of less than 1,000,000 inhabitants may be the subject of a real property tax assessment settlement agreement among the taxpayer and the taxing districts in which the property is situated if litigation is or was pending as to its assessed valuation as of January 1, 2003 or thereafter.

The statute specifically provides that “[N]o such settlement agreement shall be effective unless it shall have been approved by the court in which such litigation is pending.” 35 ILCS 200/9-45.

Because this litigation is pending before this Court, the parties respectfully request that this Honorable Court approve the Settlement Agreement.

4. The parties represent that the Settlement Agreement is consistent with the provisions of 35 ILCS 200/9-45, which provides, in pertinent part, as follows:

. . .Such agreements may include the assessment of the facility or property for any years in dispute as well as for up to ten years in the future. Such agreements may provide for the settlement of issues relating to the assessed value of the facility and may provide for related payments, refunds, claims, credits against taxes and liabilities in respect to past and future taxes of taxing districts, including any fund created under Section 20-35 of this Act, all implementing the settlement agreement. Any such agreement may provide that parties thereto agree not to challenge assessments as provided in the agreement. An agreement entered into on or after January 1, 1993 may provide for the classification of property that is the subject of the agreement as real or personal during the term of the agreement and thereafter. It may also provide that taxing districts agree to reimburse the taxpayer for amounts paid by the taxpayer in respect to taxes for the real property which is the subject of the agreement to the extent levied by those respective districts, over and above amounts which would be due if the facility were to be assessed as provided in the agreement. Such reimbursement may be provided in the agreement to be made by credit against taxes of the taxpayer. No credits shall be applied against taxes levied with respect to debt service or lease payments of a taxing district. No referendum approval or appropriation shall be required for such an agreement or such credits and any such obligation shall not constitute indebtedness of the taxing district for purposes of any statutory limitation. The county collector shall treat credited amounts as if they had been received by the collector as taxes paid by the taxpayer and as if remitted to the district. A county treasurer who is a party to such an agreement may agree to hold amounts paid in escrow as provided in the agreement for possible use for paying taxes until conditions of the agreement are met and then to apply these amounts as provided in the agreement. . . .

5. Without limiting or altering the scope or terms of the Settlement Agreement in any way, the parties specifically call the Court’s attention to the following:

A. Paragraph 3 addresses how the litigation pending between the parties will be resolved.



B. Paragraph 4 of the Settlement Agreement addresses the equalized assessed valuation of the Refinery for tax years 2014 through 2017.

C. Paragraphs 5 details the taxes to be paid by WRB and the credits established by the Taxing Bodies and which arise from WRB's compromise and forbearance of its appeals regarding the equalized assessed valuation of the Refinery for tax years 2011 through 2017 and of certain tax rate objections.

D. Paragraphs 7 and 8 limit the rights of the parties to challenge the assessed valuation of the Refinery and pollution control certifications.

E. Paragraph 13 limits WRB's right to file tax rate objections.

F. Paragraph 17 addresses remedies available in the event of a breach of the Settlement Agreement.

WHEREFORE, the parties hereto enter their appearances, consent to the Court's jurisdiction and respectfully request that this Honorable Court approve the Settlement Agreement attached hereto and made a part hereof as Exhibit 1, pursuant to the authority of 35 ILCS 200/9-45 and to then dismiss this case with prejudice.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WRB Refining LP

By: \_\_\_\_\_  
Its Attorney

Madison County Board

By: \_\_\_\_\_  
Its Attorney

Roxana Community Unit School  
District #1

By: \_\_\_\_\_  
Its Attorney

Lewis and Clark Community College  
District

By: \_\_\_\_\_  
Its Attorney

Hartford-Wood River School District #15

By: \_\_\_\_\_  
Its Attorney

East Alton-Wood River High School  
District #14

By: \_\_\_\_\_  
Its Attorney

Village of Roxana

By: \_\_\_\_\_  
Its Attorney

Roxana Community Park District

By: \_\_\_\_\_  
Its Attorney

Roxana Public Library District

By: \_\_\_\_\_  
Its Attorney

Chouteau Road and Bridge District

By: \_\_\_\_\_  
Its Attorney

Chouteau Township

By: \_\_\_\_\_  
Its Attorney

St. Louis Regional Airport

By: \_\_\_\_\_  
Its Attorney

South Roxana Fire Protection District

By: \_\_\_\_\_  
Its Attorney

Wood River Township Road and  
Bridge District

By: \_\_\_\_\_  
Its Attorney

Wood River Township

By: \_\_\_\_\_  
Its Attorney

Village of Hartford

By: \_\_\_\_\_  
Its Attorney

Village of South Roxana

By: \_\_\_\_\_  
Its Attorney

Hartford Library District

By: \_\_\_\_\_  
Its Attorney

Wood River and Chouteau Township  
Assessors

By: \_\_\_\_\_  
Its Attorney

Madison County Supervisor of  
Assessments

By: \_\_\_\_\_  
Its Attorney

Madison County Treasurer and  
Collector

By: \_\_\_\_\_  
Its Attorney

Madison County Clerk

By: \_\_\_\_\_  
Its Attorney

Madison County Board of Review

By: \_\_\_\_\_  
Its Attorney

Stuart L. Whitt, # 03008460  
Joshua S. Whitt, # 06280038  
WHITT LAW LLC  
Attorneys for Certain Taxing Bodies  
70 S. Constitution Drive  
Aurora, IL 60506  
(630) 897-8875

Thomas M. Atherton, #0078670  
BOSE McKINNEY & EVANS LLP  
Attorneys for Plaintiffs  
111 Monument Circle, Suite 2700  
Indianapolis, IN 46204  
(317) 684-5348

Larry E. Hepler, #01195603  
Beth A. Bauer, #06274533  
HEPLER BROOM LLC  
Attorneys for Plaintiffs  
130 N. Main Street  
Edwardsville, IL 62025  
(618) 656-0184

Thomas D. Gibbons  
John P. McGuire  
Madison County State's Attorney's Office  
157 North Main Street, Suite 402  
Edwardsville, Illinois 62025  
(618) 692-6280

## **EXHIBIT C**

### **IN THE CIRCUIT COURT FOR THE THIRD JUDICIAL CIRCUIT MADISON COUNTY, ILLINOIS**

WRB REFINING LP.,

Plaintiffs.

vs.

Case No. \_\_\_\_\_

ROXANA COMMUNITY UNIT SCHOOL DISTRICT #1;  
MADISON COUNTY; LEWIS and CLARK  
COMMUNITY COLLEGE DISTRICT; HARTFORD-  
WOOD RIVER SCHOOL DISTRICT #15; EAST ALTON-  
WOOD RIVER HIGH SCHOOL DISTRICT #14;  
VILLAGE OF ROXANA; ROXANA COMMUNITY  
PARK DISTRICT; ROXANA PUBLIC LIBRARY  
DISTRICT; CHOUTEAU ROAD and BRIDGE  
DISTRICT; CHOUTEAU TOWNSHIP; ST. LOUIS  
REGIONAL AIRPORT; SOUTH ROXANA FIRE  
PROTECTION DISTRICT; WOOD RIVER TOWNSHIP  
ROAD and BRIDGE; WOOD RIVER TOWNSHIP;  
VILLAGE OF HARTFORD; VILLAGE OF SOUTH  
ROXANA; HARTFORD LIBRARY DISTRICT; WOOD  
RIVER AND CHOUTEAU TOWNSHIP ASSESSORS;  
MADISON COUNTY SUPERVISOR OF  
ASSESSMENTS; MADISON COUNTY TREASURER  
and COLLECTOR; MADISON COUNTY CLERK; and  
MADISON COUNTY BOARD OF REVIEW,

Defendants.

### **STIPULATION**

IT IS HEREBY STIPULATED AND AGREED by the parties hereto by their respective attorneys of record as follows:

1. That Roxana Community Unit School District #1, Madison County, Lewis and

Clark Community College District, Wood River-Hartford School District #15, East Alton-Wood River Community High School District #14, the Village of Roxana, the Roxana Park District, the Roxana Library District, Chouteau Road and Bridge District, Chouteau Township, St. Louis Regional Airport, and the South Roxana Fire Protection District, Wood River Township Road and Bridge, Wood River Township, the Village of Hartford, the Village of South Roxana, and the Hartford Library District (collectively, the **“Taxing Bodies”**); WRB Refining, LP (**“WRB”**); the Wood River and Chouteau Township Assessors (the **“Assessors”**); the Madison County Supervisor of Assessments (the **“Supervisor”**); the Madison County Treasurer and Collector (the **“Collector”**); the Madison County Clerk (the **“County Clerk”**); and the Madison County Board of Review (the **“Board of Review”**); have full power and legal authority to enter into; execute and deliver the Wood River Refinery Real Property Tax Assessment Settlement Agreement attached hereto as Exhibit 1 and to perform the transactions, covenants, obligations and undertakings described therein or contemplated thereby;

2. That the WRB Wood River Refinery Property Tax Assessment Settlement Agreement has been duly and validly authorized, executed and delivered by the Taxing Bodies, WRB, the Assessors, the Supervisor, the Collector, the County Clerk, and the Board of Review;

3. That upon approval by the Court of the WRB Wood River Refinery Real Property Tax Assessment Settlement Agreement attached to the Joint Motion to Approve Real Property Tax Assessment Settlement Agreement pursuant to Section 9-45 of the Illinois Property Tax Code, 35 ILCS 200/9-45, the above captioned action be dismissed with prejudice.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

WRB Refining LP

By: \_\_\_\_\_  
Its Attorney

Madison County Board

By: \_\_\_\_\_  
Its Attorney

Roxana Community Unit School  
District #1

By: \_\_\_\_\_  
Its Attorney

Lewis and Clark Community College  
District

By: \_\_\_\_\_  
Its Attorney

Hartford-Wood River School District #15

By: \_\_\_\_\_  
Its Attorney

East Alton-Wood River High School  
District #14

By: \_\_\_\_\_  
Its Attorney

Village of Roxana

By: \_\_\_\_\_  
Its Attorney

Roxana Community Park District

By: \_\_\_\_\_  
Its Attorney

Roxana Public Library District

By: \_\_\_\_\_  
Its Attorney

Chouteau Road and Bridge District

By: \_\_\_\_\_  
Its Attorney

Chouteau Township

By: \_\_\_\_\_  
Its Attorney

St. Louis Regional Airport

By: \_\_\_\_\_  
Its Attorney

South Roxana Fire Protection District

By: \_\_\_\_\_  
Its Attorney

Wood River Township Road and  
Bridge District

By: \_\_\_\_\_  
Its Attorney

Wood River Township

By: \_\_\_\_\_  
Its Attorney

Village of Hartford

By: \_\_\_\_\_  
Its Attorney

Village of South Roxana

By: \_\_\_\_\_  
Its Attorney

Hartford Library District

By: \_\_\_\_\_  
Its Attorney

Wood River and Chouteau Township  
Assessors

By: \_\_\_\_\_  
Its Attorney

Madison County Supervisor of  
Assessments

By: \_\_\_\_\_  
Its Attorney

Madison County Treasurer and  
Collector

By: \_\_\_\_\_  
Its Attorney

Madison County Clerk

By: \_\_\_\_\_  
Its Attorney

Madison County Board of Review

By: \_\_\_\_\_  
Its Attorney

Thomas M. Atherton, #0078670  
BOSE McKINNEY & EVANS LLP  
Attorneys for Plaintiffs  
111 Monument Circle, Suite 2700  
Indianapolis, IN 46204  
(317) 684-5348

Larry E. Hepler, #01195603  
Beth A. Bauer, #06274533  
HEPLER BROOM LLC  
Attorneys for Plaintiffs  
130 N. Main Street  
Edwardsville, IL 62025  
(618) 656-0184

Stuart L. Whitt, # 03008460  
Joshua S. Whitt, # 06280038  
WHITT LAW LLC  
Attorneys for Certain Taxing Bodies  
70 S. Constitution Drive  
Aurora, IL 60506  
(630) 897-8875

Thomas D. Gibbons  
John P. McGuire  
Madison County State's Attorney's Office  
157 North Main Street, Suite 402  
Edwardsville, Illinois 62025  
(618) 692-6280



**EXHIBIT D**

**No. 5-14-0275**

**IN THE APPELLATE COURT OF ILLINOIS  
FIFTH JUDICIAL DISTRICT**

WRB REFINING LP,	)	
	)	
Objector-Appellee,	)	
	)	Appeal from the Circuit Court, Third
v.	)	Judicial Circuit,
	)	Madison County
KURT PRENZLER, AS MADISON COUNTY	)	
TREASURER AND EX OFFICIO COUNTY	)	
COLLECTOR,	)	No. 13-TX-002-001
	)	
Defendant-Appellee,	)	
	)	The Honorable Donald M. Flack,
and	)	Presiding
	)	
VILLAGE OF ROXANA, ROXANA COMMUNITY	)	
UNIT SCHOOL DISTRICT #1, ROXANA	)	
COMMUNITY PARK DISTRICT, Intervenor-	)	
Defendants-Appellants, and ROXANA PUBLIC	)	
LIBRARY DISTRICT, Intervenor-Defendant-	)	
Appellee.	)	

**JOINT MOTION TO VACATE JUDGMENT, AUTHORIZE  
AND DIRECT DISTRIBUTION OF ESCROWED PROPERTY TAXES,  
AND DISMISS CAUSE OF ACTION WITH PREJUDICE**

NOW COME the parties herein, Plaintiff, WRB Refining LP, by and through its attorneys, Hepler Broom LLC; Defendant, Kurt Prenzler, as Madison County Treasurer and Ex Officio County Collector, by and through his attorney, Madison County State's Attorney; and Intervenor, Village of Roxana, Roxana Community Unit School District #1, Roxana Community Park District and Roxana Public Library District, by and through their attorneys, Whitt Law LLC; and respectfully request that this Honorable Court vacate the Judgment Order entered by the Circuit Court on May 13, 2014, authorize and direct the Defendant Madison County Treasurer and ex officio County Collector to distribute to the Intervenor-Defendant-Appellants those property taxes escrowed by him pursuant to this Court's order entered on

August 13, 2014, and dismiss this cause of action, with prejudice. A proposed order regarding this request is attached hereto as **Exhibit 1**.

Attached hereto in support hereof is the Affidavit of attorney Stuart L. Whitt.

Respectfully submitted,

WRB Refining LP

Village of Roxana, Roxana Community  
Unit School District #1, Roxana  
Community Park District and Roxana  
Public Library District

By: \_\_\_\_\_  
One of Its Attorneys

By: \_\_\_\_\_  
One of Their Attorneys

Kurt Prenzler, as Madison County  
Treasurer and Ex Officio County  
Collector

By: \_\_\_\_\_  
One of Its Attorneys

Larry E. Hepler, #01195603  
Beth A. Bauer, #06274533  
HEPLER BROOM LLC  
Attorneys for Plaintiffs  
130 N. Main Street  
Edwardsville, IL 62025  
(618) 656-0184

Stuart L. Whitt, # 03008460  
Joshua S. Whitt, # 06280038  
WHITT LAW LLC  
Attorneys for Intervenor-Defendants  
70 S. Constitution Drive  
Aurora, IL 60506  
(630) 897-8875

Thomas D. Gibbons  
John P. McGuire  
Madison County State's Attorney's Office  
Attorneys for Defendant  
157 North Main Street, Suite 402  
Edwardsville, Illinois 62025  
(618) 692-6280

# EXHIBIT 1

No. 5-14-0275

## IN THE APPELLATE COURT OF ILLINOIS FIFTH JUDICIAL DISTRICT

WRB REFINING LP,	)	
	)	
Objector-Appellee,	)	
	)	Appeal from the Circuit Court, Third
v.	)	Judicial Circuit,
	)	Madison County
KURT PRENZLER, AS MADISON COUNTY	)	
TREASURER AND EX OFFICIO COUNTY	)	
COLLECTOR,	)	No. 13-TX-002-001
	)	
Defendant-Appellee,	)	
	)	The Honorable Donald M. Flack,
and	)	Presiding
	)	
VILLAGE OF ROXANA, ROXANA COMMUNITY	)	
UNIT SCHOOL DISTRICT #1, ROXANA	)	
COMMUNITY PARK DISTRICT, Intervenor-	)	
Defendants-Appellants, and ROXANA PUBLIC	)	
LIBRARY DISTRICT, Intervenor-Defendant-	)	
Appellee.	)	

### ORDER

THIS CAUSE coming on to be heard upon the joint motion of the parties, due notice given and the Court being duly advised in the premises, IT IS HEREBY ORDERED, ADJUDGED and DECREED:

That the Circuit Court's Judgment Order entered on May 13, 2014 is hereby vacated; and

That the Madison County Treasurer and ex officio County Collector is hereby authorized and directed to distribute to the Intervenor-Defendant-Appellants those property taxes escrowed by him pursuant to this Court's order entered August 13, 2014; and

That this cause of action is dismissed, with prejudice, and any and all costs and expenses related to this action shall be borne solely by the party incurring same.

\_\_\_\_\_ ALLOWED

\_\_\_\_\_ DENIED

\_\_\_\_\_  
JUSTICE

\_\_\_\_\_  
JUSTICE

\_\_\_\_\_  
JUSTICE

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

**AFFIDAVIT OF STUART L. WHITT**

1. I am the managing attorney of Whitt Law LLC, 70 S. Constitution Dr., Aurora, Illinois 60506, which represents Intervenor-Defendants-Appellants Village of Roxana, Roxana Community Unit School District #1 and Roxana Community Park District, in this appeal. I have personal knowledge of the matters in this Affidavit.

2. In addition to this tax objection for 2011, Appellee, WRB Refining LLC (“WRB”), has filed two other matters in Madison County Circuit Court: (i) a second objection for tax year 2012, Docket No. 2014 TX 001-001, against the Village of Roxana and Roxana Community Unit School District #1; and (ii) a complaint seeking injunctive and declaratory relief against the Roxana School District’s issue of working cash fund bonds, Docket No. 2014 MR 72.

3. There are also pending assessment appeals before the Illinois Property Tax Appeal Board regarding the Madison County Board of Review’s assessment of WRB’s Wood River Refinery for tax years 2011, 2012 and 2013.

4. Further, there are appeals pending before the Illinois Department of Revenue regarding the Department’s 2011, 2012 and 2013 assessment of certain pollution control facilities associated with the Wood River Refinery.

5. Pursuant to this Court’s order entered August 13, 2014, the Madison County Treasurer and ex officio County Collector has held back and escrowed approximately \$8.45 million in property taxes for tax year 2013 that would otherwise be distributed to the Intervenor-Defendants-Appellants.

6. The parties to this cause of action and to each of the matters referred to in paragraphs 2 through 5 above have reached a global settlement of all disputes between them,

which settlement has been reduced to writing as the WRB Wood River Refinery Real Property Tax Assessment Settlement Agreement.

7. Paragraph 3.A. of the Settlement Agreement provides as follows:

Within five days after the last Consortium Member signs this Agreement, WRB, the Collector and the Taxing Bodies that have intervened in Appellate Court case number 5-14-0275 will jointly request the Illinois Appellate Court Fifth District to vacate the judgment as a result of the Parties' settlement agreement and dismiss the cause of action with prejudice, using the motion attached hereto as Exhibit D.

8. The Consortium Members consist of Roxana Community Unit School District #1, Madison County, Lewis and Clark Community College District, Wood River-Hartford School District #15, East Alton-Wood River Community High School District #14, the Village of Roxana, the Roxana Park District, the Roxana Library District, Chouteau Road and Bridge District, Chouteau Township, St. Louis Regional Airport, and the South Roxana Fire Protection District. They have all approved the Settlement Agreement, affixed their signatures to the Settlement Agreement, and delivered it to WRB Refining LP.

9. The joint motion to which this Affidavit is attached is brought by the Parties in good faith with the intention to amicably dispose of this matter.

10. Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, 735 ILCS 5/1-109 (2014), I declare that the foregoing statements are true and correct.

Dated this \_\_\_\_ day of November, 2014.

\_\_\_\_\_  
STUART L. WHITT

**EXHIBIT E**

**IN THE CIRCUIT COURT FOR THE THIRD JUDICIAL CIRCUIT  
MADISON COUNTY, ILLINOIS**

WRB REFINING LP.	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	Case No. 14 MR 72
	)	
ROXANA COMMUNITY UNIT	)	
SCHOOL DISTRICT #1, JIM SMITH,	)	
SHERRY KELLER, and DEBRA	)	
KREUTZTRAGER	)	
	)	
Defendants.	)	

**JOINT MOTION TO DISMISS WITH PREJUDICE**

NOW COME the parties, Plaintiff, WRB Refining LP, by and through its attorneys, Hepler Broom LLC; and Defendants, Roxana Community Unit School District #1, Jim Smith, Sherry Keller and Debra Kreutztrager, by and through their attorneys Whitt Law LLC; and respectfully represent to the Court that all issues between them have been satisfactorily and amicably resolved.

Wherefore, the parties request this Honorable Court enter an Order dismissing this cause of action, with prejudice, and ordering all costs and expenses relating to this litigation to be borne solely by the party incurring same.

Respectfully submitted

WRB Refining LP

Village of Roxana, Roxana Community  
Unit School District #1, Roxana  
Community Park District and Roxana  
Public Park District

By: \_\_\_\_\_  
One of Its Attorneys

By: \_\_\_\_\_  
One of Their Attorneys

Larry E. Hepler, #01195603  
Beth A. Bauer, #06274533  
HEPLER BROOM LLC  
Attorneys for Plaintiffs  
130 N. Main Street  
Edwardsville, IL 62025  
(618) 656-0184

Stuart L. Whitt, # 03008460  
Joshua S. Whitt, # 06280038  
WHITT LAW LLC  
Attorneys for Defendants  
70 S. Constitution Drive  
Aurora, IL 60506  
(630) 897-8875



**EXHIBIT 1**

**IN THE CIRCUIT COURT FOR THE THIRD JUDICIAL CIRCUIT  
MADISON COUNTY, ILLINOIS**

WRB REFINING LP.	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	Case No. 14 MR 72
	)	
ROXANA COMMUNITY UNIT	)	
SCHOOL DISTRICT #1, JIM SMITH,	)	
SHERRY KELLER, and DEBRA	)	
KREUTZTRAGER	)	
	)	
Defendants.	)	

**ORDER**

THIS CAUSE coming on to be heard upon the joint motion of the parties, due notice given and the Court being duly advised in the premises, IT IS HEREBY ORDERED, ADJUDGED and DECREED:

The above matter be and the same hereby is dismissed, with prejudice, and any and all costs and expenses related to this action shall be borne solely by the party incurring same.

ENTERED this \_\_\_\_\_ day of November, 2014.

\_\_\_\_\_  
JUDGE

## EXHIBIT F

November \_\_, 2014

WRB Refining, LP  
c/o Larry Hepler, Esq.  
Hepler Broom, LLC  
130 N. Main St.  
PO Box 510  
Edwardsville, IL 62025

Re: WRB Wood River Refinery  
WRB Real Property Tax Assessment Settlement Agreement

Dear WRB:

I am the attorney for \_\_\_\_\_ (the "Taxing District") and have represented the Taxing District in its settlement negotiations with WRB Refining, LP ("WRB") regarding the assessed valuation of WRB's Wood River Refinery ("Refinery"). I have reviewed the Settlement Agreement dated \_\_\_\_\_, 2014 between WRB, the Taxing District, other taxing districts in Madison County, the Madison County Supervisor of Assessments, Wood River and Chouteau Township Assessors, the Madison County Treasurer and Collector, the Madison County Clerk and the Madison County Board of Review (the "Settlement Agreement"). It is my opinion that:

1. The Taxing District has full power and authority to enter into, execute and deliver the Settlement Agreement and to perform the transactions, covenants, obligations and undertakings described therein.

2. All actions or other proceedings to be taken by or on behalf of the Taxing District to authorize the execution and delivery of the Settlement Agreement by the Taxing District and to authorize the consummation and performance of the transactions, covenants, obligations and undertakings described therein by the Taxing District have been taken; except that, (i) the parties, including the Taxing District, have not yet presented this matter to the Circuit Court for the 3rd Judicial Circuit for approval, which approval is required for the consummation and performance of the Settlement Agreement, (ii) the necessary parties have not withdrawn their "Motion to Declare Void Actions Taken at Meetings in Violation of the Open Meetings Act", which withdrawal is required by the Settlement Agreement, (iii) the necessary parties have not yet presented a stipulation to the Illinois Property Tax Appeal Board ("PTAB") to dismiss all pending PTAB appeals with prejudice, which dismissal is required by the Settlement Agreement; (iv) the necessary parties have not yet presented a stipulation to the Illinois Department of Revenue (Department) to dismiss all pollution control assessment appeals pending before the Department with prejudice, which dismissal is required by the Settlement Agreement; and (v) the

necessary parties have not yet filed joint motions to dismiss tax objection case 14-TX-001-001, which is required by the Settlement Agreement.

3. The Settlement Agreement has been duly and validly authorized, executed and delivered by the Taxing District.

4. The execution, delivery, consummation and performance by the Taxing District of the Settlement Agreement will not, to the best of my knowledge, violate any law, regulation or government rule applicable to the Taxing District, or any agreement, undertaking or other instrument to which the Taxing District is actually known by me to be a party or by which either the Taxing District or its assets are known by me to be bound.

5. To the best of my knowledge, no consent or approval of, or other actions by, any governmental or regulatory body of the United States, the State of Illinois or any political subdivision thereof, or any other person or entity, which have not been obtained or taken, is required for the execution, delivery, consummation or performance by the Taxing District of the Settlement Agreement, except consents, approvals or actions that are expressly identified in this opinion letter.

Very truly yours,

**A RESOLUTION SETTING BOND FOR POSITION OF COUNTY CLERK**

**WHEREAS**, the Madison County Board is required by State Statute to fix the amount of the Bond required of a person elected to the position of Madison County Clerk prior to the term; and

**WHEREAS**, it is recommended that the amount of the required Bond be fixed at the sum of Thirty Thousand Dollars (\$30,000.00).

**NOW, THEREFORE, BE IT RESOLVED** by the County Board of Madison County that the amount of the required Bond for the position of Madison County Clerk be and is hereby fixed at the sum of Thirty Thousand Dollars (\$30,000.00).

s/ Jack Minner  
Jack Minner

s/ Kelly Tracy  
Kelly Tracy

s/ Larry Trucano  
Larry Trucano

s/ Ann Gorman  
Ann Gorman

\_\_\_\_\_  
Bill Meyer

s/ Michael Holliday, Sr.  
Michael Holliday, Sr.

s/ Jamie Goggin  
Jamie Goggin

**Finance and Government Operations Committee**

**A RESOLUTION SETTING BOND FOR POSITION OF TREASURER AND COLLECTOR**

**WHEREAS**, the Madison County Board is required by State Statute to fix the amount of the Bond required of a person elected to the position of Madison County Treasurer and Collector prior to the election; and

**WHEREAS**, it is recommended that the amount of the required Bond for the position of Treasurer and Collector be fixed at the sum of One Million Dollars (\$1,000,000.00).

**NOW, THEREFORE, BE IT RESOLVED** by the County Board of Madison County that the amount of the required Bond for the position of Treasurer and Collector be and is hereby fixed at the sum of One Million Dollars (\$1,000,000.00).

Respectfully submitted,

s/ Jack Minner  
Jack Minner

s/ Kelly Tracy  
Kelly Tracy

s/ Larry Trucano  
Larry Trucano

s/ Ann Gorman  
Ann Gorman

\_\_\_\_\_  
Bill Meyer

s/ Michael Holliday, Sr.  
Michael Holliday, Sr.

s/ Jamie Goggin  
Jamie Goggin

**Finance and Government Operations Committee**

## **AN ORDINANCE REVISING THE NEUTRAL SITE CUSTODY EXCHANGE FEE**

**WHEREAS**, the County Board has previously authorized the establishment of a Neutral Site Custody Exchange location under the provisions of 55 ILCS 82/1-99; and

**WHEREAS**, the Neutral Site Custody Exchange Center in Madison County has provided a controlled environment for the exchange of custody of children in compliance with court orders and thereby reduced the number of filings aforesaid and facilitates the compliance with court-ordered situations involving visitation exchanges; and

**WHEREAS**, Public Act 91-811 authorizes local county boards to establish by ordinance an additional filing fee of up to eight dollars (\$8) in all civil cases to defray the cost of operating Neutral Site Custody Exchange Centers; and

**WHEREAS**, the Madison County Board previously approved the establishment of a fee of five dollars (\$5) per civil filing; and

**WHEREAS**, it hereby finds that the fee may be decreased from five dollars (\$5) to two dollars (\$2) per civil filing as authorized by Public Act 91-811 and for the purposes specified therein; and

**WHEREAS**, the Finance Committee, recommends that a Neutral Site Custody Exchange Fee fee be revised as follows.

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

1. **CIRCUIT CLERK FEES REVISED.** That the Madison County Circuit Clerk fees are updated and revised as follows:

Neutral Site Custody Exchange Fee	\$2
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2. **INCONSISTENT ORDINANCES REPEALED.** 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 hereinafter repealed, provided that nothing herein shall in any way excuse payment of, or prevent prosecution of, any previous or existing violation of any Ordinance superseded hereby.
3. **SAVINGS CLAUSE.** Nothing in this Ordinance hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any Act or Ordinance hereby repealed by this Ordinance, nor shall any just or legal right of remedy of any character be lost, impaired or affected by this Ordinance.
4. **PASSAGE AND PUBLICATION.** This Ordinance shall be in full force and effect on January 1, 2015, as per publication by the County Clerk, and shall continue in effect and operation until lawfully repealed by the Madison County Board or the Illinois General Assembly.

**APPROVED AND ADOPTED** at a regular meeting of the County Board of Madison County in the State of Illinois this 19<sup>th</sup> day of November, 2014.

---

County Board Chairman

ATTEST:

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

Respectfully submitted,

s/ Jack Minner

Jack Minner

s/ Kelly Tracy

Kelly Tracy

s/ Larry Trucano

Larry Trucano

s/ Ann Gorman

Ann Gorman

\_\_\_\_\_  
Bill Meyer

s/ Michael Holliday, Sr.

Michael Holliday, Sr.

s/ Jamie Goggin

Jamie Goggin

**Finance and Government Operations Committee**

## **AN ORDINANCE REVISING THE CHILDREN'S ADVOCACY CENTER FEE**

**WHEREAS**, Public Act 095-0103 permits counties, in which a Children's Advocacy Center provides services, to adopt a mandatory fee to be paid by certain defendants, collected by the Circuit Clerk, and deposited into an account specifically for the operation and administration of a Children's Advocacy Center; and

**WHEREAS**, Ordinance 2002-05 was adopted on April 17, 2002 establishing the Children's Advocacy Center; and

**WHEREAS**, the Children's Advocacy provides a center to coordinate the activities of the various agencies involved in the investigation, prosecution and treatment referral of child sexual abuse; and

**WHEREAS**, P.A. 095-0103 permits a fee of between five dollars (\$5) and thirty dollars (\$30) be imposed; and

**WHEREAS**, the Madison County Board previously approved the establishment of a fee of nine dollars (\$9); and

**WHEREAS**, the Finance Committee, recommends that a Child Advocacy fee be revised as follows.

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

5. **CIRCUIT CLERK FEES REVISED.** That the Madison County Circuit Clerk fees are updated and revised as follows:

Child Advocacy Fee	\$12
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6. **INCONSISTENT ORDINANCES REPEALED.** 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 hereinafter repealed, provided that nothing herein shall in any way excuse payment of, or prevent prosecution of, any previous or existing violation of any Ordinance superseded hereby.
7. **SAVINGS CLAUSE.** Nothing in this Ordinance hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any Act or Ordinance hereby repealed by this Ordinance, nor shall any just or legal right of remedy of any character be lost, impaired or affected by this Ordinance.
8. **PASSAGE AND PUBLICATION.** This Ordinance shall be in full force and effect on January 1, 2015, as per publication by the County Clerk, and shall continue in effect and operation until lawfully repealed by the Madison County Board or the Illinois General Assembly.

**APPROVED AND ADOPTED** at a regular meeting of the County Board of Madison County in the State of Illinois this 19<sup>th</sup> day of November, 2014.

---

County Board Chairman



ATTEST:

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

Respectfully submitted,

s/ Jack Minner

Jack Minner

s/ Kelly Tracy

Kelly Tracy

s/ Larry Trucano

Larry Trucano

s/ Ann Gorman

Ann Gorman

\_\_\_\_\_  
Bill Meyer

s/ Michael Holliday, Sr.

Michael Holliday, Sr.

s/ Jamie Goggin

Jamie Goggin

**Finance and Government Operations Committee**

**RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT TO NATIONAL  
DEVELOPMENT COUNCIL**

**WHEREAS**, Madison County has funds available from the Madison County Community Development department to award a contract for technical assistance to the department and affordable housing development organizations for the successful development of federal, state or locally funded programs or projects; and

**WHEREAS**, the Madison County Community Development department has conducted a request for qualifications seeking a firm to provide technical assistance to the department and affordable housing development organizations within allowable program parameters; and

**WHEREAS**, the National Development Council has responded to such request for qualifications conducted by Madison County Community Development and meets all specified requirements for the technical assistance firm; and

**WHEREAS**, the National Development Council will provide technical assistance to the department and affordable housing developers at a cost of \$66,000 per year for a period up to twelve (12) months; and

**WHEREAS**, the contract may be extended by Madison County Community Development for an additional twelve month period, which would total twenty-four (24) months, upon negotiation of a mutually satisfactory contract amount.

**NOW, THEREFORE, BE IT RESOLVED** that the County Board of Madison County, Illinois, authorizes a contract with the National Development Council for technical assistance to the Community Development department of Madison County.

Respectfully submitted,

s/ Bruce Malone

s/ Judy Kuhn

s/ Tom McRae

s/ Liz Dalton

s/ Gussie Glasper

**GRANTS COMMITTEE**

**A RESOLUTION AUTHORIZING COMMITMENT TO ST. LOUIS REGIONAL CHAMBER**

**WHEREAS**, the economic future of Southwestern Illinois and the St. Louis Region is a priority for all citizens of the region and one which requires focus and leadership; and

**WHEREAS**, Madison County is a major force in Southwestern Illinois and the St. Louis region; and

**WHEREAS**, continuing to market the assets of Southwestern Illinois and the St. Louis Region through regional and targeted marketing approaches is a cost effective method for enhancing existing efforts to attract new investment and jobs to Madison County; and

**WHEREAS**, the St. Louis Regional Chamber will continue its efforts on behalf of the region and Madison County; and

**WHEREAS**, Madison County has funding available in its MCCD UDAG Loan account for activities of this nature and wishes to continue to support the efforts being made by the St. Louis Regional Chamber;

**NOW, THEREFORE, BE IT RESOLVED** that the County of Madison, Illinois authorizes the commitment of \$48,615 for membership dues and the Chamber's marketing efforts for the year 2014/2015;

**BE IT FURTHER RESOLVED** that the Chairman of the County Board be authorized to sign any documents related to this program and to direct the appropriate staff to participate in the ongoing activities as required.

Respectfully submitted,

s/ Bruce Malone  
s/ Judy Kuhn  
s/ Tom McRae  
s/ Liz Dalton  
s/ Gussie Glasper  
**Grants Committee**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ESTABLISHING AN ENTERPRISE ZONE  
WITHIN THE COUNTY OF MADISON SAID ENTERPRISE ZONE BEING A PORTION OF A  
LARGER ENTERPRISE ZONE ENCOMPASSING CONTIGUOUS PORTIONS OF THE  
COUNTY OF MADISON, THE CITY OF GRANITE CITY, THE CITY OF MADISON, AND  
THE CITY OF VENICE**

**WHEREAS**, the following Ordinance is adopted based upon the following premises, to-wit;

**WHEREAS**, pursuant to 20 ILCS 655/1 et. seq. (formerly Ill. Rev. Stat. 1991, ch. 67 1/2, Section 601 et. seq.) (the "Act"), the State of Illinois authorized the creation of enterprise zones, together with certain incentive programs; and,

**WHEREAS**, pursuant to the Act, the County of Madison, Illinois (the "County") created and amended, from time to time, the Original Southwestern Madison County Enterprise Zone, which included certain real estate located in the County and the City of Granite City, Illinois ("Granite City"), the City of Madison, Illinois ("Madison"), and the City of Venice, Illinois ("Venice"), (the "Municipalities"); and,

**WHEREAS**, in connection with the creation of the Original Southwestern Madison County Enterprise Zone, the County and Municipalities adopted certain real estate tax abatement incentives, retail sales tax exemption incentives, and other incentives authorized under the Act, that promoted economic growth, encouraged economic development, created and retained jobs, and reduced unemployment in the area of the County and Municipalities; and,

**WHEREAS**, the County and Municipalities extended the term, boundaries and incentives provided for in the Original Southwestern Madison County Enterprise Zone, and in connection therewith the term of the Original Southwestern Madison County Enterprise Zone was extended to and will terminate on July 1, 2016 pursuant to the Act; and,

**WHEREAS**, the Original Southwestern Madison County Enterprise Zone accomplished, in part, the public purpose of promoting economic growth of the community and protecting the health, safety and welfare of the community by encouraging public and private investment, promoting job creation and job retention, and conserving the health, safety and welfare of the community; and,

**WHEREAS**, there continue to be certain areas in the County that need the particular attention of government, business and labor to attract private sector investments and directly aid the entire region and the residents thereof; and,

**WHEREAS**, a disproportionate number of residents within the County and Municipalities, for several years have suffered pervasive poverty, unemployment and economic distress, related to the prolonged national recession, shifts of industries throughout the County, and a variety of other economic factors negatively affecting the areas of the County and Municipalities; and,

**WHEREAS**, the members of this duly constituted legislative body are cognizant of the distressed conditions existing within this area and desire to alleviate these distressed conditions, to build upon the past public and private investments and accomplishments arising out of the Original Southwestern Madison County Enterprise Zone, to further pursue the public purpose of promoting economic and employment growth of the community and to protect the health, safety and welfare of the community; and,

**WHEREAS**, the Municipalities have indicated their willingness and desire to cooperate with the County in designating portions of their municipalities as well as unincorporated areas in the County as an Enterprise Zone; and,

**WHEREAS**, pursuant to Public Act 97-905, the State of Illinois amended the Act to provide for the creation of enterprise zones after the natural termination of an enterprise zone created earlier under the

Act, and in connection therewith, the County and the Municipalities may apply with and obtain designation from the State of Illinois Department of Commerce and Economic Opportunity (the “Department” or “DCEO”) to establish an Enterprise Zone encompassing a part of the unincorporated area of the County and a part of the Municipalities after July 1, 2016; and,

**WHEREAS**, pursuant to this Ordinance, the County and the Municipalities authorize the filing of an application with the Department to designate, enact and create the Southwestern Madison County Enterprise Zone (hereinafter referred to as the “Enterprise Zone Application”) under the provisions of the Act, to create the Southwestern Madison County Enterprise Zone (the “Enterprise Zone”) to include certain real estate within the County and the Municipalities for the purpose of encouraging economic development, job creation and job retention in the region, and to conserve the health, safety and welfare of the community, said real estate being more fully described in the attached Exhibit B (the “Enterprise Zone Area”); and,

**WHEREAS**, the County and the Municipalities hereby find that the creation of the Enterprise Zone as set forth herein is necessary for the continued economic growth and job creation of the region, and is necessary to promote and conserve the public health, safety and welfare of the region; and,

**WHEREAS**, the County and the Municipalities find that the designation of the Enterprise Zone pursuant to the Act and this Ordinance depend upon community support, cooperation and the offering of the benefits of the Enterprise Zone; and,

**WHEREAS**, the County and the Municipalities are each authorized pursuant to Article VII, Section 10 of the Illinois Constitution, and pursuant to the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., to enter into agreements for the joint exercise of powers, privileges and authorities.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF MADISON COUNTY, ILLINOIS, THAT:**

**SECTION 1: Incorporation:**

(a) Findings: The findings and recitals made in the prefatory portion of this Ordinance are hereby adopted by the County.

(b) Public Notice: Proper publication of legal notice of public hearing for the purpose of considering the enactment of this Ordinance and the designation of the Southwestern Madison County Enterprise Zone as set forth herein as required by the Act was properly and legally made and is hereby certified as set forth the attached Certificate of Publication of Notice of Public Hearing attached hereto as Exhibit A.

(c) Public Hearing: Following due and sufficient legal notice, the County and the Municipalities held a public hearing as required by the Act at 4:00 PM on the 28<sup>th</sup> day of October, 2014 at the office of America’s Central Port, 1635 West First Street, Granite City, Illinois 62040, which is located within the boundaries of the Enterprise Zone.

**SECTION 2: Establishment of Enterprise Zone:** Subject to the certification and approval of the Department, the County and the Municipalities, in a joint exercise of their powers pursuant to the Intergovernmental Cooperation Act do hereby establish an enterprise zone under the Act encompassing the Enterprise Zone Area, as legally described in Exhibit C.

**SECTION 3: Designation of Enterprise Zone:** The Enterprise Zone Area described in Exhibit C is hereby designated as the Southwestern Madison County Enterprise Zone, subject to the certification and approval of the Department.

**SECTION 4: Declarations to the Department:** The County and the Municipalities hereby declare and further certify that the Enterprise Zone Area is qualified for designation as an enterprise zone pursuant to the Act:

- (a) Pursuant to 20 ILCS 655/4 (a) & (e), the Enterprise Zone Area is a contiguous area comprised of part of the unincorporated area of the County and a part of the Municipalities, and is bound

- by a solid, clearly-defined, continuous boundary, provided that the Enterprise Zone Area may exclude wholly surrounded territory within its boundaries; and,
- (b) Pursuant to 20 ILCS 655/4 (b), the Enterprise Zone Area comprises a minimum of one-half (1/2) square mile and not more than fifteen (15) square miles in total area, and any connecting strips are not less than three (3) feet nor more than ten (10) feet in width; and,
  - (c) The Enterprise Zone Area addresses a reasonable need to encompass portions of the County and the Municipalities; and,
  - (d) The Enterprise Zone Area meets the requirements of 20 ILCS 655/4 (f) in that the Enterprise Zone Area satisfies at least three (3) of the ten (10) criteria established by the Department as set forth in Exhibit D.

**SECTION 5: Term:** Pursuant to the Act and subject to the certification of the Department, the Southwestern Madison County Enterprise Zone shall be and become effective for a period of fifteen (15) calendar years beginning on January 1, 2016 and ending December 31, 2030, unless sooner rescinded or as otherwise amended, on the date that the Enterprise Zone Area is designated an enterprise zone by the Department, in accordance with law.

**SECTION 6: Enterprise Zone Management Organization:** Upon designation as an enterprise zone by the Department, a Management Organization comprised of the Chairman of the County Board and the Mayors of Granite City, Madison, and Venice will be formed. This Management Organization will be the governing body of the Enterprise Zone and will be responsible for all decisions within the Enterprise Zone. The Zone Administrator will be the individual who will be responsible for the day-to-day implementations within the Enterprise Zone and will be the liaison between the Management Organization, the Economic Development Committee and DCEO.

**SECTION 7: Enterprise Zone Administrator:** The position of "Zone Administrator" is hereby created. Upon designation as an enterprise zone by the Department, the Management Organization shall appoint an administrator for the Southwestern Madison County Enterprise Zone (the "Zone Administrator"), who shall be an employee or officer of the County. The Zone Administrator shall be responsible for the administration of the Southwestern Madison County Enterprise Zone, including the implementation of this Ordinance and compliance with the Act and applicable laws, regulations and policies of the Department; shall have those powers and duties as set forth in the Act; and shall:

- (a) Supervise the implementation of the provisions of this Ordinance and the Illinois Enterprise Zone Act.
- (b) Act as a liaison between the County, the Municipalities, the Department, the Illinois Department of Revenue (the "IDOR"), designated zone organizations; and other state, federal and local agencies, whether public or private.
- (c) Conduct an ongoing evaluation of the Enterprise Zone program and submit such evaluative reports on at least an annual basis to the Management Organization.
- (d) Promote the coordination of other relevant programs, including, but not limited to, housing, community and economic development, small business, financial assistance and employment training within the Enterprise Zone.
- (e) Have the authority to appoint personnel as appropriate to assure the smooth operation of the Enterprise Zone subject to approval by the Management Organization.
- (f) Develop and recommend a comprehensive planning program for the Enterprise Zone.
- (g) Establish and chair an Economic Development Committee that will serve as the primary technical and professional vehicle for triggering the implementation of the Enterprise Zone program objectives.
- (h) Examine and recommend local incentives, benefits and programs to accomplish stated objectives, to stimulate economic activity in the Enterprise Zone and to address impediments to capital investments.
- (i) Develop and analyze social, physical and economic data regarding population trends; labor

force; land use patterns; size, type, capacity and status of existing residential, commercial, industrial and manufacturing facilities within the Enterprise Zone; infrastructure availability and condition, and other factors pertaining the community planning; and, to recommend planning-related actions.

- (j) Recommend necessary legislative and administrative controls for guiding Enterprise Zone development, including planned capital improvements.
- (k) Review supportive planning studies and reports to insure technical proficiency.
- (l) Coordinate planning activities and program implementation with other county and/or city or village departments and department programs.
- (m) Collect and analyze data and submit reports required by the Department on a timely basis.
- (n) Act as program manager responsible for the Enterprise Zone's day-to-day operations.
- (o) Have other such duties as specified by either the County Board Chairman or the Management Organization.

The Zone Administrator shall be responsible for the duties and tasks listed above. To accomplish these duties and tasks, the Zone Administrator, with the approval of the Management Organization, may appoint an Assistant Zone Administrator, and may receive technical and professional support from professionals as approved by the Management Organization.

#### **SECTION 8: Incentives:**

(a) State Enterprise Zone Incentives: The County and the Municipalities authorize the extension and utilization of any and all state incentives, tax exemptions and other inducements authorized under applicable Illinois law, the Act and/or the rules and regulations of the Department or other applicable state agency by and for all residential, commercial, industrial and manufacturing projects located within the Enterprise Zone Area. If the term of any state incentive, tax exemption or other inducement authorized under applicable Illinois law, the Act and/or the rules and regulations of the Department or other applicable state agency has not expired as of July 1, 2016 on any qualified residential, commercial, industrial or manufacturing project located in the Original Southwestern Madison County Enterprise Zone, then such state incentive, tax exemption and other inducement shall not terminate, but shall instead continue in full force and effect until the natural termination of such state incentive, tax exemption or other inducement authorized under applicable Illinois law, the Act and/or the rules and regulations of the Department or other applicable state agency.

(b) Sales Tax: Each retailer in Illinois who makes a sale of building materials to be permanently affixed and incorporated into real estate located within the Enterprise Zone Area, as amended from time to time, by remodeling, reconstruction or new construction may deduct receipts from such sales when calculating the retail sales tax imposed by the State of Illinois under and pursuant to the Illinois Retailer's Occupation Tax Act. The deduction allowed hereby shall be limited to and shall only apply to any remodeling, rehabilitation or new construction of a qualified residential, commercial, industrial or manufacturing project which complies with the following conditions:

1. The claimant must obtain an Applicant I.D. Number from the IDOR website [www.tax.illinois.gov](http://www.tax.illinois.gov).
2. The claimant must file with the Zone Administrator the following information on the form provided by the Zone Administrator:
  - a. the name and address of the contractor(s), subcontractor or other entity(s);
  - b. the name and number of the enterprise zone;
  - c. the name and location or address of the building project in the enterprise zone;
  - d. the estimated amount of the exemption for the claimant or claimant's contractor, subcontractor or other entity for which a request for Exemption Certificate is made, based on a stated estimated average tax rate and the percentage of the contract that consists of building materials;
  - e. the period of time over which building materials for the project are expected to be

- purchased; and,
- f. other reasonable information as the Zone Administrator may require.
3. The Zone Administrator will then request (by providing the above information on the IDOR website) IDOR to issue an Enterprise Zone Building Materials Exemption Certificate for the claimant or claimant's contractor, subcontractor or other entity identified by the Zone Administrator.
  4. IDOR shall issue the Enterprise Zone Building Materials Exemption Certificate directly to the claimant or claimant's contractor, subcontractor or other entity. IDOR shall also provide the Zone Administrator with a copy of each Exemption Certificate issued. This Exemption Certificate is the evidence from IDOR that the Exemption is applicable and secures the Exemption and related tax incentive savings to the claimant.
  5. As to each vendor or seller of the building materials, the claimant or claimant's contractor, subcontractor or other entity must provide to the vendor/seller of the building material a completed IDOR Form EZ-1 containing the following information:
    - a. a statement that the building materials are being purchased for incorporation into real estate located in an Illinois enterprise zone;
    - b. the location or address of the real estate into which the building materials will be incorporated;
    - c. the name of the enterprise zone in which that real estate is located;
    - d. a description of the building materials being purchased;
    - e. the purchaser's Enterprise Zone Building Materials Exemption Certificate number issued by IDOR;
    - f. the purchaser's signature and date of purchase.
  6. IDOR may deny any entity the Enterprise Zone Building Materials Exemption Certificate if such entity owes any tax liability to the State of Illinois.

(c) Property Tax Abatement: Each unit of local government authorized by applicable law to levy ad valorem taxes upon real estate and improvements thereon located in the Enterprise Zone Area may adopt an ordinance or resolution abating the ad valorem taxes. The County hereby authorizes and directs the County Clerk to abate the ad valorem taxes assessed and imposed upon the increase in assessed valuation resulting from the remodeling, rehabilitation or new construction of improvements or projects on real property located within the Enterprise Zone Area, as amended from time to time, subject to the following conditions:

1. The abatement shall be one hundred percent (100%) of the County's ad valorem taxes on real property or any class thereof located within the Enterprise Zone Area, as amended from time to time.
2. The abatement shall apply only to the ad valorem taxes generated by an increase in assessed valuation resulting from the remodeling, rehabilitation or new construction of the improvements or projects for commercial, industrial or manufacturing use.
3. The abatement shall apply for the assessment year in which the remodeling, rehabilitation or new construction of the improvements or projects are made, and the three assessment years immediately following the year in which the remodeling, rehabilitation or new construction of the improvements or projects are made.
4. The abatement of real estate taxes on any parcel shall not exceed the amount attributable to the construction of the improvements on the parcel of real estate, or the renovation or rehabilitation of existing improvements on such parcel of real estate.
5. While the abatement is in effect, all ad valorem taxes resulting from the equalized assessed valuation for such real property for that tax year immediately preceding the remodeling, rehabilitation or new construction of the improvements or projects for commercial, industrial or manufacturing use shall continue to be collected and shall not be abated.
6. Any real property located within the Enterprise Zone Area and also located within the



boundaries of any tax increment finance redevelopment area duly and legally adopted by any unit of local government pursuant to applicable Illinois law shall not be eligible for any abatement authorized hereunder.

7. If the term of any abatement of ad valorem taxes has not expired as of July 1, 2016 on any qualified commercial, industrial or manufacturing project located in the Original Southwestern Madison County Enterprise Zone, then such abatement shall not terminate, but shall instead continue in full force and effect until the natural termination of such qualifying commercial, industrial or manufacturing project's four (4) year abatement.

**SECTION 9: Intergovernmental Agreement:** The Chief Elected Official of the County shall have and is hereby given authority to execute an Intergovernmental Agreement between the City of Granite City, the City of Madison, and the City of Venice which will indicate their willingness and desire to participate in the Enterprise Zone Program and which will set out the criteria for cooperation, participation and management of said Enterprise Zone.

**SECTION 10: Ordinance:** This Ordinance and each and every provision hereof shall be considered separable and the invalidity of any section, clause, paragraph, sentence or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance. All ordinances or parts of ordinances conflicting with any of the provisions of this Ordinance shall be and the same are hereby repealed. This Ordinance shall take effect, as indicated in Section 5, above, following its passage, approval, recording, inspection and publication, as may be required, according to law.

Presented, passed, and approved by the Madison County Board this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Alan J. Dunstan  
Madison County Board Chairman

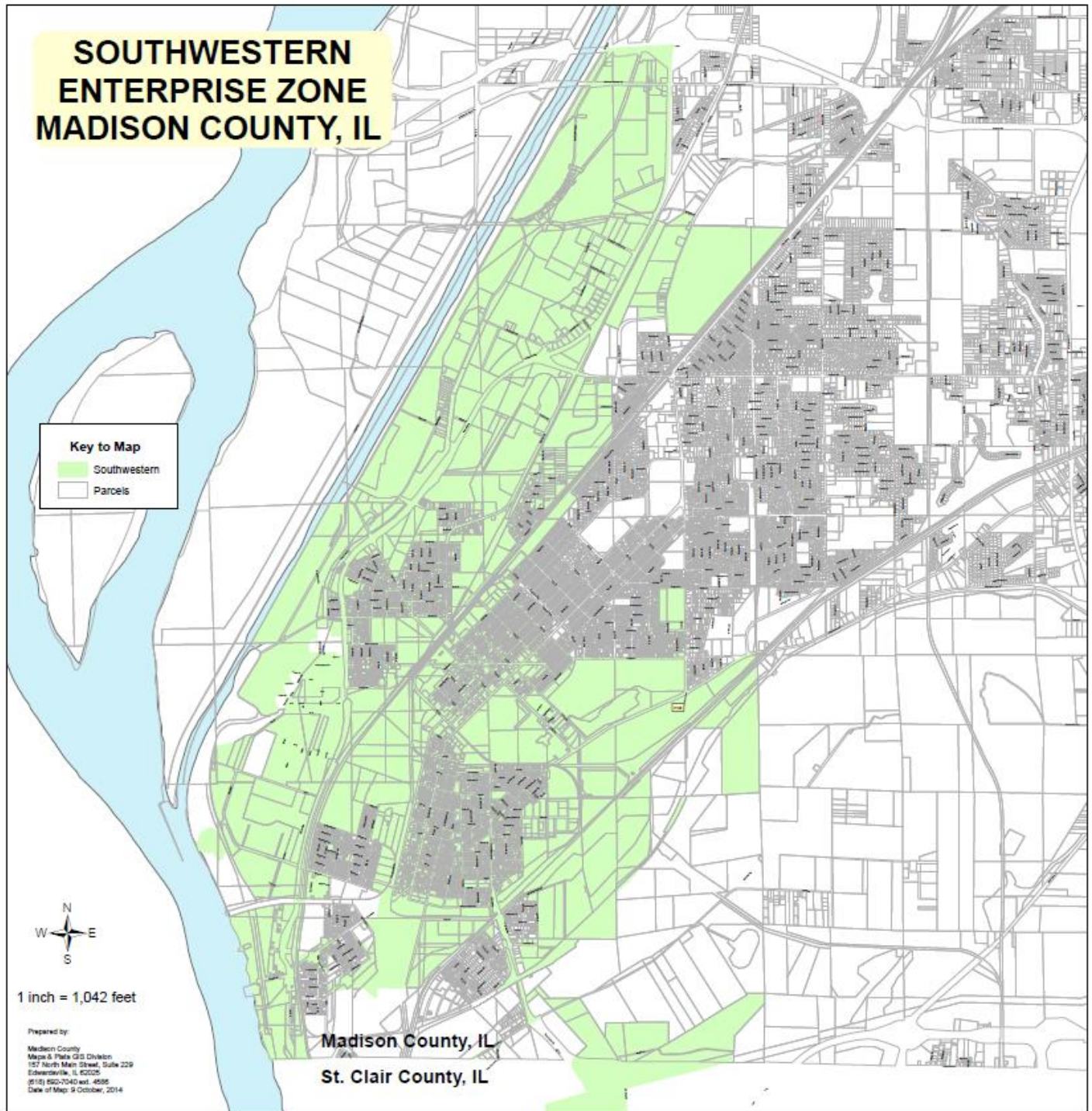
**ATTEST:**

\_\_\_\_\_  
Debra D. Ming-Mendoza  
Madison County Clerk

**EXHIBIT A**

**CERTIFICATE OF PUBLICATION  
OF NOTICE OF PUBLIC HEARING**

**EXHIBIT B**  
**SOUTHWESTERN MADISON COUNTY ENTERPRISE ZONE MAP**



**EXHIBIT C**  
**SOUTHWESTERN MADISON COUNTY ENTERPRISE ZONE**

**Legal Boundary Description**

Beginning at a point of intersection with the centerlines of Nameoki Road and State Route 162 (Edwardsville Road), located in Section 20, Township 3 North, Range 9 West of the 3rd Principal Meridian, Madison County, Illinois; thence Northeasterly along said centerline to the Southeast R.O.W. of the Alton & Southern Railroad; thence Southwesterly along said R.O.W. to the East line of Section 20 of said Township; thence South along said line to the Southeast corner of said Section; thence West along said Section to the West line of the East half of the Southeast Quarter of said Section; thence North along said line to the North line of said Southeast Quarter; thence West along said line to the Southeast R.O.W. of the Alton & Southern Railroad; thence Southwesterly, Southeasterly and Southwesterly along said R.O.W. to the intersection with the Northwest prolongation of the Northeasterly line of a tract of land described in book 4491, page 4575 recorded in the Madison County records; thence Southeasterly along said prolongation to the Northwest corner of said tract, said point is also on the R.O.W. of the Alton & Southern Railroad; thence Northeasterly and Southerly along said R.O.W. to the North line of Section 29 in said Township; thence West along said line to the Northwest corner of the Alton & Southern Railroad R.O.W.; thence South along said R.O.W. to the Northwest line of a tract of land described in book 4535, page 2696 recorded in the Madison County records; thence Northeasterly, East and Southwesterly along said tract to the East line of Section 30 of said Township; thence South along said line to the Southeast corner of said Section; thence West along said Section line to the Northeast corner of a tract of land described in book 4335, page 3590 recorded in the Madison County records; thence Southwesterly along said tract to the East R.O.W. of State Route 203; thence Southeasterly along said R.O.W. to the Southeasterly line of U.S. Survey 723, Claim 103 & 104; thence Northeasterly along said line to the Northeast corner of a tract of land described in book 3291, page 115 in the Madison County records; thence Southeasterly along said tract to the North line of a tract of land described in book 3316, page 9 in the Madison County records; thence East and Southeasterly along said tract and the Southeasterly prolongation to the West line of a tract of land described in book 4149, page 1959 in the Madison County records; thence along said tract Northerly, East and South to the Northwest line of a tract of land described in book 3485, page 1728 in the Madison County records; thence along said tract Northeasterly, Northwesterly, East, South, Southwesterly, South and the Southerly prolongation to the South line of Madison County, IL; thence West along said line approximately 320 feet to the South R.O.W. of Cahokia Canal of the Metro-East Sanitary District (MESD);

(Now Entering St. Clair County)

thence Southwesterly along said South right-of-way line to the East right-of-way line of Old Madison Road (S.B.I. 4, U.S. Rt. 67); thence South along said East right-of-way line to the North line of the Southwest Quarter of said Section 5; thence East along said North line for a distance of 717.1 feet; thence South parallel to the East line of the Northwest Quarter of the Southwest Quarter of said Section 5 for a distance of 415 feet; thence east parallel to the North line of the Southwest Quarter of said Section 5 for a distance of 555 feet to the East line of the Northwest Quarter of the Southwest Quarter of said Section 5; thence South along said East line for a distance of 804.04 feet to the South line of the Northwest Quarter of the Southwest Quarter of said Section 5; thence West along said South line for a distance of 1270 feet to the East right-of-way line of Old Madison Road (S.B.I. 4, U.S. Rt. 67) located 50 feet East of the West line of said Section 5; thence South along said East right-of-way line and its Southerly prolongation to the South line of said Section 5; thence West along said South line and the South line of said Section 6 to the West right-of-way line of Illinois Route 203; thence South along said West right-of-way line to the North right-of-way line of Metro-East Sanitary District; thence West along said North right-of-way line to the East line of a 90 foot wide strip of land conveyed to St. Louis National Stockyards Company by deed

recorded in Book 2752, Page 2343 in the Recorder's Office of St. Clair County, Illinois; thence Northwesterly along said East line to the West line of the Southeast Quarter of said Section 6; thence continuing Northwesterly along said East line to the South right-of way line of the Cahokia Canal of the Metro-East Sanitary District; thence Easterly along said South right-of-way line to the West line of the Northeast Quarter of said Section 6; thence North along said West line to the North right-of-way line of the Cahokia Canal of the Metro-East Sanitary District; thence Easterly along said North right-of-way line to the West right-of-way line of Illinois Route 203; thence Northwesterly along said West right-of-way line to the Southeasterly line of U.S. Survey 621, Claim 1838; thence Northeasterly along the Southeasterly line of U.S. Survey 621, Claim 1838 to the North line of said Section 6 (also known as the Madison County-St. Clair County line).

(Exception within St. Clair County)

Excepting there from a 100 foot square tract of land located in the Northeast Quarter of said Section 6, more fully described as follows: Commencing at a stone marking the Southwest corner of the Northeast Quarter of said Section 6; thence North 90 00' East along the South line of said Northeast Quarter for a distance of 296.11 feet; thence North 6 38'25" West for a distance of 933.93 feet to the South right-of-way line of the Cahokia Canal of the Metro-East Sanitary District; thence North 75 33' East along said South right-of-way line for a distance of 52.90 feet to the Point of Beginning of the following described tract; thence South 14 27' East from said beginning point for a distance of 100.00 feet; thence North 75 33' East for a distance of 100.00 feet; thence North 14 27' West for a distance of 100.00 feet to the South right-of-way line of the Cahokia Canal of the Metro-East Sanitary District; thence South 75 33' West along said South right-of-way line a distance of 100.00 feet to the Point of Beginning.

Said point is also the intersection with the Southwesterly prolongation of the West line of a tract of land described in document 2013R05180; thence Northeasterly along said prolongation, West line, Northwest line and Northwesterly prolongation to the Southeast corner of said tract described in book 2624, page 47; thence Southwesterly along said tract to the Northeast R.O.W. of State Route 203; thence Southeasterly along said R.O.W. to the North R.O.W. of Bend Road; thence Northeasterly along said R.O.W. to the intersection with the Northerly prolongation of the East R.O.W. of Madison Road; thence Southeasterly along said prolongation to the Southerly R.O.W. of Bend Road; thence Southwest 90 degrees for 650 ft., continuing along the South R.O.W. line of Big Bend Road; thence continuing along said South R.O.W. line 3400'

(Entering St. Clair County);

thence South 43 degrees 00 minutes 07 seconds East along the West line of said St. Louis Cotton Oil Company tract 404.19 feet to an iron pipe; thence South 46 degrees 59 minutes 53 seconds West along the West line of said St. Louis Cotton Oil Company tract 310.70 feet to an iron pipe; thence South 43 degrees 00 minutes 07 seconds East along the West line of said St. Louis Cotton Oil Company tract 210.66 feet; thence South 14 degrees 19 minutes 06 seconds West 63.36 feet; thence along a tangential curve to the right having a radius of 465.00 feet and a chord which bears South 42 degrees 39 minutes 44 seconds West 441.53 feet, an arc distance of 460.06 feet to a point of compound curvature; thence along a curve to the right having a radius of 580.00 feet and a chord which bears North 80 degrees 34 minutes 57 seconds West 551.93 feet, an arc distance of 575.22 feet; thence North 52 degrees 10 minutes 15 seconds West 171.36 feet to the East R.O.W. line of the Illinois Terminal Railroad; thence North 42 degrees 55 minutes 23 seconds West along said East R.O.W. line 194.85 feet to a point of intersection with the East corporate line of the Village of Brooklyn, Illinois, thence turning North along said corporate line to a point of intersection with the North R.O.W. line of Big Bend Road,

(Entering Madison County)

thence turning Northwest along the North R.O.W. line Bend Road to a point of intersection with the West R.O.W. line of the Norfolk and Western Railroad (A/K/A Madison County Mass Transit District, book

4335, page 3590); thence Northwesterly along said R.O.W. to the South line of a tract of land described in book 4335, page 3590; thence Southwesterly along said tract to the West line of Section 31, Township 3 North Range 9 West of the 3rd Principal Meridian; thence North and Northeasterly along said tract to the intersection with the Southeast R.O.W. of Hare Street; thence Northwesterly to the Northwest R.O.W. of said street; thence Northwesterly along said R.O.W. to the Southwest corner of a tract of land described in book 4336, page 4446 in the Madison County records; thence Northwesterly along the West line of said tract and the Northwesterly prolongation to the intersection with the South R.O.W. of State Route 203; thence Southwesterly along said R.O.W. to the West line of Section 30 in said Township; thence South along said line 800 feet to a point; thence West 1200 feet to the Northwest R.O.W. of the Chicago & Northwestern Railroad; thence Southwesterly along said R.O.W. to the intersection with the South line of the Northwest Quarter of Section 36, Township 3 North, Range 10 West of the 3rd Principal Meridian; thence West along said line approximately 1700 feet to a point that is on the West R.O.W. of the Terminal Railroad; thence South 8 degrees 09 minutes 23 seconds East, approximately 360 feet to a point; thence South 81 degrees 50 minutes 37 seconds West, 125 feet to a point; thence North 8 degrees 09 minutes 23 seconds West, 433.06 feet to a point; thence South 81 degrees 50 minutes 37 seconds West, 1730.00 feet to the East R.O.W. of 4th Street; thence North along said R.O.W. 300.00 feet to a point; thence South 89 degrees 38 minutes 59 seconds East, 199.48 feet to a point; thence North 55 degrees 15 minutes 50 seconds East, and along the Southern R.O.W. of Fillmore Avenue 1749.51 feet to the intersection with the West R.O.W. of 7th Street; thence Northwesterly along said R.O.W. to the Southern R.O.W. of Washington Avenue; thence Northeasterly along said R.O.W. 200 feet to a point; thence South 34 degrees 44 minutes 10 seconds East, 359.16 feet to the West line of a tract of land described in book 575, page 515; thence Northeasterly along said tract to the West R.O.W. of the Terminal Railroad; thence North along said R.O.W. to the intersection of the North R.O.W. of Washington Street and the East R.O.W. of McKinley Avenue; thence Northwesterly along said McKinley Avenue R.O.W. to the North line of Section 36 Township 3 North, Range 10 West; thence East along said line approximately 530 feet to a point; thence Northeasterly approximately 963 feet to the intersection with the South R.O.W. of Bissell Street and the Western R.O.W. of said Terminal Railroad; thence Northwesterly along said Bissell Street R.O.W. to the intersection with the Southerly prolongation of the centerline of the alley East of Selb Avenue; thence Northeasterly along said prolongation and said centerline to the North R.O.W. of College Street; thence Northwesterly along said R.O.W. to the East R.O.W. of Meredocia Street; thence Southwesterly along said R.O.W. to the North R.O.W. of Logan Street; thence Northwesterly along said R.O.W. to the Southwest corner of property described in book 815, page 459; thence along said property Northerly, Easterly, Northerly and Easterly to the West R.O.W. of Meredocia Street; thence Northeasterly along said R.O.W. to the North R.O.W. of College Street; thence Northwesterly along said R.O.W. to the intersection with the Northerly prolongation of the centerline of Baucum Avenue; thence Southwesterly along said prolongation and centerline to the intersection with the South R.O.W. of Bissell Avenue; thence Northwesterly along said R.O.W. to the intersection with the West R.O.W. of Klein Avenue; thence South along said R.O.W. to the North R.O.W. of the St. Louis Merchants Bridge Company; thence West along said R.O.W. to the Southeast corner of a tract of land described in book 378, page 41; thence North, West and South along said tract to the North R.O.W. of said St. Louis Merchants Bridge Company; thence West along said R.O.W. to the East R.O.W. of the Norfolk & Western Railroad; thence Southerly along said R.O.W. to the intersection with the Southwesterly prolongation of the North R.O.W. of an alley in Knox & Smith 4th Addition recorded in plat book 15, page 23 in the Madison County records; thence Northeasterly along said prolongation and North R.O.W. to the Northeast corner; thence North 220 feet to a point; thence East approximately 265 feet to the West R.O.W. of Klein Avenue; thence Northeasterly to the Southwest corner of Lot 30, Block 2 of Knox & Smith 4th Addition recorded in plat book 6, page 62 in the Madison County records; thence East to the Southeast corner thereof; thence Northeasterly to the Southwest corner of Lot 13, Block 4 of Harrington Place, recorded in plat book 5, page 49 in the Madison County records; thence Northeasterly along said lot line and the Northeasterly prolongation to the intersection with the centerline of Oriole Street; thence Southeasterly along said centerline to the intersection with the centerline of Broadway; thence Southwesterly to the intersection with the centerline

of 6th Street; thence Southeasterly along said centerline to the intersection with the centerline of Lincoln Street; thence Southwesterly along said centerline to the intersection with the centerline of 4th Street; thence South along said centerline to the intersection with the centerline of Hampden Street; thence West along said centerline to the East R.O.W. of the Norfolk & Western Railroad; thence Southerly along said R.O.W. to the Madison County line; thence West along said line to the East waterline of the Mississippi River; thence Northwesterly along said waterline to the South R.O.W. of the St. Louis Merchants Bridge Company; thence Easterly along said R.O.W. to the West R.O.W. of State Route 3; thence Northerly along said R.O.W. to the South R.O.W. of Bissell Street; thence Northwesterly along said R.O.W. for 600 feet to a point, said point is also the centerline of 2nd Street; thence Northeasterly along said centerline approximately 1,369 feet to a point; thence North 68 degrees 12 minutes 21.16 seconds West approximately 303 feet to point; thence South 18 degrees 9 minutes 12.77 seconds West 1,327.28 to a point, said point is also the North R.O.W. of Bissell Street; thence Northwesterly and Northeasterly along said R.O.W. and the Northeasterly prolongation to the North R.O.W. of "E" Street, said point is also on the West line of a tract of land described in book 4500, page 3211 in the Madison County records; thence Northeasterly, Southeasterly and Southwesterly along said tract to the North R.O.W. of "E" Street; thence Southeast along said R.O.W. 598 feet more or less to the East R.O.W. of 7th Street; thence Northeasterly along said R.O.W. 540 feet; thence Southeast at a 90 degree angle for 458 feet to a point; thence Southwest at a 90 degree angle to the North R.O.W. of "E" Street; thence Southeasterly along said R.O.W. to the West R.O.W. of State Route 3; thence Northerly along said R.O.W. to the South R.O.W. of 20th Street; thence West and Southwesterly along said R.O.W. to the South line of Section 14, Township 3 North, Range 10 West of the 3rd Principal Meridian; thence West along said line to the West waterline of the Chain of Rocks Canal; thence Northeasterly along said waterline to the North line of Township 3 North, Range 9 West of the 3rd Principal Meridian; thence East along said Township to the West line of a tract of land described in document 2009R53401 of the Madison County records; thence Northeasterly, Southeasterly and Southwesterly along said tract to the North line of said Township; thence along the West line of said tract Northeasterly to the South R.O.W. of Schaefer Road; thence Southeasterly along said R.O.W. to the West R.O.W. of Old Alton Road; thence Southerly along said R.O.W. to the North line of said Township 3 North, Range 9 West; thence East along said Township line to the West R.O.W. of the Gulf, Mobile and Ohio Railroad; thence Southwesterly along said R.O.W. for 5,344.94 feet; thence West to the intersection with the centerline of Old Alton Road; thence North along said centerline to the intersection with the Easterly prolongation of the North R.O.W. of Casmer Skubish Parkway; thence West along said prolongation and North R.O.W. to the East line of a tract of land described in book 4304, page 1473 in the Madison County records; thence North and West along said tract to the East line of a tract of land described in document 2009R53401 in the Madison County records; thence Southwesterly and Northwesterly along said tract to the East R.O.W. of the Norfolk & Western Railroad; thence Southwesterly along said R.O.W. and the Southwestern prolongation to the centerline of Pontoon Road; thence Easterly along said centerline to the intersection with the East line of Section 7, Township 3 North, Range 9 West of the 3rd Principal Meridian; thence South along said Section line to the South R.O.W. of Norfolk & Western Railroad; thence Southwesterly along said R.O.W. to the intersection with the centerline of 25th Street; thence Southeasterly along said centerline to the intersection with the centerline of an alley between Center Street and Adams Street; thence Southwesterly along said centerline to the intersection with the centerline of 24th Street; thence Southeast along said centerline to the intersection with the centerline of Adams Street; thence Southwesterly along said centerline to the intersection with the centerline of 23rd Street; thence Southeasterly and Easterly along said centerline to the intersection with the centerline of Henry Street; thence North along said centerline to the intersection with the centerline of East 27th Street; thence East along said centerline to the intersection with the centerline of Nameoki Road; thence South along said centerline to the point of beginning.

Excepting the following described tracts;

Tract 1 – A tract of land described in book 3863, page 1320 in the Madison County records.

Tract 2 -

Beginning at the Southwest corner of Lot 21, Block 2 in Clover Leaf Addition Amended Plat, recorded in plat book 7, page 43 in the Madison County records, said point is also on the Norfolk & Western Railroad R.O.W.; thence Northeasterly along said R.O.W. to the intersection with the Westerly prolongation of the centerline of an alley that runs between Market Street and Collinsville Avenue; thence East along said prolongation and centerline to the intersection with the centerline of Walnut Street; thence South along said centerline to the South Line of Section 30, Township 3 North, Range 9 West of the 3rd Principal Meridian; thence West along said line to the Northwest corner of Lot 6 in Williams Industrial Park, recorded in plat cabinet 62, page 78 in the Madison County records; thence Southeasterly along the West line of said lot and the Southeasterly prolongation to the Southeast corner of Lot 2 in said Subdivision; thence Southwesterly along said lot to the East R.O.W. of State Route 203; thence Northwesterly along said R.O.W. to the Point of Beginning.



**EXHIBIT D**  
**ENTERPRISE ZONE APPLICATION FOR NEW DESIGNATION**  
**Qualifying Criteria**

Required Tests: The Area Must Meet at Least Three of the Following Tests

- 1) **Unemployment:** All or part of the local labor market area has had an annual average unemployment rate of at least 120% of the State's annual average unemployment rate for the most recent calendar year or the most recent fiscal year as reported by the Department of Employment Security.
- 2) **Substantial Employment Opportunities:** Designation will result in the development of substantial employment opportunities by creating or retaining a minimum aggregate of 1,000 full-time equivalent jobs due to an aggregate investment of \$100,000,000 or more, and will help alleviate the effects of poverty and unemployment within the local labor market area.
- 3) **Poverty:** All or part of the local labor market area has a poverty rate of at least 20% according to the latest data from the U.S. Census Bureau, 50% or more of children in the local labor market area are eligible to participate in the federal free or reduced-price meals program according to reported statistics from the State Board of Education, or 20% or more households in the local labor market area receive food stamps according to the latest data from the U.S. Census Bureau.
- 4) **Abandoned Coal Mine, Brownfield or Federal Disaster Area:** An abandoned coal mine or a brownfield located in the proposed zone area, or all or a portion of the proposed zone was declared a federal disaster area in the 3 years preceding the date of application.
- 5) **Large Scale Business Closings:** The local labor market area contains a presence of large employers that have downsized over the years, labor market area has experienced plant closures in the 5 years prior to the date of application affecting more 50 workers, or the local labor market area has experienced State or federal facility closures in the 5 years prior to the date of application affecting more than 50 workers.
- 6) **Vacant Structures:** Based on data from Multiple Listing information or other suitable sources, the local labor market area contains a high floor vacancy rate of industrial or commercial properties, vacant or demolished commercial and industrial structures are prevalent in the local labor market area, or industrial structures in the local labor market area are not used because of age, deterioration, relocation of the former occupants, or cessation of operation.
- 7) **Tax Base Improvement Plan:** The applicant demonstrates a substantial plan for using the designation to improve the State and local government tax base, including income, sales, and property taxes.
- 8) **Public Infrastructure Improvement Plan:** Significant public infrastructure is present in the local labor market area in addition to a plan for infrastructure development and improvement.
- 9) **Manufacturing Skills Programs:** High schools or community colleges located within the local labor market area are engaged in ACT Work Keys, Manufacturing Skills Standard Certification, or industry-based credentials that prepare students careers.
- 10) **Equalized Assessed Valuation:** The increase (decrease) in equalized assessed valuation of industrial and/or commercial properties in the 5 years prior to the date of application in the local labor market area is equal to or less than (greater than) 50% of the State average increase (decrease) in equalized valuation for industrial and/or commercial properties, as applicable, for the same period of time as reported by the Illinois Department of Revenue.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF MADISON, THE  
CITY OF GRANITE CITY, THE CITY OF MADISON, AND THE CITY OF VENICE**

This Intergovernmental Agreement (hereinafter referred to as the "Agreement") is entered into by and between the County of Madison, a unit of local government in the State of Illinois, acting through its County Board (hereinafter referred to as the "County") and the City of Granite City, an Illinois municipal corporation, acting through its Mayor and City Council (hereinafter referred to as the "Granite City"); the City of Madison, an Illinois municipal corporation, acting through its Mayor and City Council (hereinafter referred to as the "Madison"); and the City of Venice, an Illinois municipal corporation, acting through its Mayor and City Council (hereinafter referred to as the "Venice"), (hereinafter referred to collectively as the "Municipalities"):

**WITNESSETH:**

**WHEREAS**, the County and the Municipalities are units of government as provided by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., and therefore have authority to enter into Intergovernmental Agreements with other governmental bodies for the joint exercise of powers, privileges and authorities; and,

**WHEREAS**, pursuant to 20 ILCS 655/1 et. seq. (formerly Ill. Rev. Stat. 1991, ch. 67 1/2, Section 601 et. seq.) (the "Act"), the State of Illinois authorized the creation of enterprise zones, together with certain incentive programs; and,

**WHEREAS**, pursuant to the Act, the County of and Municipalities created and amended, from time to time, the Original Southwestern Madison County Enterprise Zone, which included certain real estate located in the County and Municipalities; and,

**WHEREAS**, in connection with the creation of the Original Southwestern Madison County Enterprise Zone, the County and the Municipalities adopted certain real estate tax abatement incentives, retail sales tax exemption incentives, and other incentives authorized under the Act, that promoted economic growth, encouraged economic development, created and retained jobs, and reduced unemployment in the area of the County and Municipalities; and,

**WHEREAS**, the County and the Municipalities extended the term, boundaries and incentives provided for in the Southwestern Madison County Enterprise Zone, and in connection therewith the term of the Original Southwestern Madison County Enterprise Zone was extended to and will terminate on July 1, 2016 pursuant to the Act; and,

**WHEREAS**, the Original Southwestern Madison County Enterprise Zone in fact accomplished, in part, the public purpose of promoting economic growth of the community and protecting the health, safety and welfare of the community by encouraging public and private investment, promoting job creation and job retention, and conserving the health, safety and welfare of the community; and,

**WHEREAS**, there continue to be certain areas in the County that need the particular attention of government, business and labor to attract private sector investments and directly aid the entire region and the residents thereof; and,

**WHEREAS**, a disproportionate number of residents within the County and Municipalities, for several years have suffered pervasive poverty, unemployment and economic distress, related to the prolonged national recession, shifts of industries throughout the County, and a variety of other economic

factors negatively affecting the incorporated and unincorporated areas of the County and Municipalities; and,

**WHEREAS**, the members of this duly constituted legislative body are cognizant of the distressed conditions existing within this area and desire to alleviate these distressed conditions, to build upon the past public and private investments and accomplishments arising out of the Original Southwestern Madison County Enterprise Zone, to further pursue the public purpose of promoting economic and employment growth of the community and to protect the health, safety and welfare of the community; and,

**WHEREAS**, the Municipalities have indicated their willingness and desire to cooperate with the County in designating portions of their municipalities as well as unincorporated areas in the County as an Enterprise Zone; and,

**WHEREAS**, pursuant to Public Act 97-905, the State of Illinois amended the Act to provide for the creation of enterprise zones after the natural termination of an enterprise zone created earlier under the Act, and in connection therewith, the County and the Municipalities may apply with and obtain designation from the Illinois Department of Commerce and Economic Opportunity (the "Department" or "DCEO") to establish an Enterprise Zone encompassing a part of the unincorporated area of the County and a part of the Municipalities after July 1, 2016; and,

**WHEREAS**, pursuant to this Agreement, the County and the Municipalities authorize the filing of an application with the State of Illinois Department of Commerce and Economic Opportunity to designate, enact and create the Southwestern Madison County Enterprise Zone (hereinafter referred to as the "Enterprise Zone Application") under the provisions of the Act, to create the Southwestern Madison County Enterprise Zone (the "Enterprise Zone") to include certain real estate within the County of Madison, Illinois, the City of Granite City, Illinois, the City of Madison, Illinois, and the City of Venice, Illinois for the purpose of encouraging economic development, job creation and job retention in the region, and to conserve the health, safety and welfare of the community, said real estate being more fully described in the attached Exhibit A and Exhibit B (the "Enterprise Zone Area"); and,

**WHEREAS**, the County and the Municipalities hereby find that the creation of the Enterprise Zone as set forth herein is necessary for the continued economic growth and job creation of the region, and is necessary to promote and conserve the public health, safety and welfare of the region; and,

**WHEREAS**, the County and the Municipalities find that the designation of the Enterprise Zone pursuant to the Act and this Agreement depend upon community support, cooperation and the offering of the benefits of the Enterprise Zone; and,

**WHEREAS**, the County and Municipalities desire to memorialize their respective agreement for the creation, designation, and development of the Enterprise Zone, all as more fully stated herein.

**NOW, THEREFORE**, in consideration of the mutual agreements hereinafter made, the recitals of fact herein above set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**SECTION 1: Incorporation**: The findings and recitals made in the prefatory portion of this Agreement are hereby adopted by the County and the Municipalities.

**SECTION 2: Establishment of Enterprise Zone**: Subject to the certification and approval of the Department, the County and the Municipalities, in a joint exercise of their powers pursuant to the

Intergovernmental Cooperation Act do hereby establish an enterprise zone under the Act encompassing the Enterprise Zone Area, as legally described in Exhibit B.

**SECTION 3: Designation of Enterprise Zone:** The Enterprise Zone Area described in Exhibit B is hereby designated as the Southwestern Madison County Enterprise Zone, subject to the certification and approval of the Department.

**SECTION 4: Declarations to the Department:** The County and the Municipalities hereby declare and further certify that:

- (a) The Enterprise Zone Area is qualified for designation as an enterprise zone pursuant to the Act; and,
- (b) Pursuant to 20 ILCS 655/4 (a) & (e), the Enterprise Zone Area is a contiguous area comprised of part of the unincorporated areas of Madison County, Illinois and a part of the Municipalities, and is bound by a solid, clearly-defined, continuous boundary, provided that the Enterprise Zone Area may exclude wholly surrounded territory within its boundaries; and,
- (c) Pursuant to 20 ILCS 655/4 (b), the Enterprise Zone Area comprises a minimum of one-half (1/2) square mile and not more than fifteen (15) square miles in total area, and any connecting strips are not less than three (3) feet nor more than ten (10) feet in width; and,
- (d) The Enterprise Zone Area addresses a reasonable need to encompass portions of the County and the Municipalities; and,
- (e) The Enterprise Zone Area meets the requirements of 20 ILCS 655/4 (f) in that the Enterprise Zone Area satisfies at least three (3) of the ten (10) criteria established by the Department as set forth in Exhibit B.

**SECTION 5: Term:** Pursuant to the Act and subject to the certification of the Department, the Southwestern Madison County Enterprise Zone shall be and become effective for a period of fifteen (15) calendar years beginning on January 1, 2016 and ending December 31, 2030, unless sooner rescinded or as otherwise amended, on the date that the Enterprise Zone Area is designated an enterprise zone by the Department, in accordance with law.

**SECTION 6: Enterprise Zone Management Organization:** Upon designation as an enterprise zone by the Department, a Management Organization comprised of the Chairman of the Madison County Board and the Mayors of the City of Granite City, the City of Madison, and the City of Venice, will be formed. This Management Organization will be the governing body of the Enterprise Zone and will be responsible for all decisions within the Enterprise Zone. The County Board Chairman will be the Chairman of the Management Organization. Decisions on zone projects will be made in the following manner:

- (a) The Chairman of the Management Organization will not vote except to break a tie; and,
- (b) The Zone Administrator will be the individual who will be responsible for the day-to-day implementations within the Enterprise Zone and will be the liaison between the Management Organization, the Economic Development Committee, and DCEO.

**SECTION 7: Enterprise Zone Administrator:** The position of "Zone Administrator" is hereby created. Upon designation as an enterprise zone by the Department, the Management Organization shall appoint an administrator for the Southwestern Madison County Enterprise Zone (the "Zone Administrator"), who shall

be an employee or officer of the County. The Zone Administrator shall be responsible for the administration of the Southwestern Madison County Enterprise Zone, including the implementation of this Agreement and compliance with the Act and applicable laws, regulations and policies of the Department; shall have those powers and duties as set forth in the Act; and shall:

- (a) Supervise the implementation of the provisions of this Agreement and the Illinois Enterprise Zone Act.
- (b) Act as a liaison between the County, the Municipalities, the Department, the Illinois Department of Revenue (the "IDOR"); and other state, federal and local agencies, whether public or private.
- (c) Conduct an ongoing evaluation of the Enterprise Zone program and submit such evaluative reports on at least an annual basis to the Management Organization.
- (d) Promote the coordination of other relevant programs, including, but not limited to, housing, community and economic development, small business, financial assistance and employment training within the Enterprise Zone.
- (e) Have the authority to appoint personnel as appropriate to assure the smooth operation of the Enterprise Zone subject to approval by the Management Organization.
- (f) Develop and recommend a comprehensive planning program for the Enterprise Zone.
- (g) Establish and chair an Economic Development Committee that will serve as the primary technical and professional vehicle for triggering the implementation of the Enterprise Zone program objectives.
- (h) Examine and recommend local incentives, benefits and programs to accomplish stated objectives, to stimulate economic activity in the Enterprise Zone and to address impediments to capital investments.
- (i) Develop and analyze social, physical and economic data regarding population trends; labor force; land use patterns; size, type, capacity and status of existing residential, commercial, industrial and manufacturing facilities within the Enterprise Zone; infrastructure availability and condition, and other factors pertaining the community planning; and, to recommend planning-related actions.
- (j) Recommend necessary legislative and administrative controls for guiding Enterprise Zone development, including planned capital improvements.
- (k) Review supportive planning studies and reports to insure technical proficiency.
- (l) Coordinate planning activities and program implementation with other county and/or city or village departments and department programs.
- (m) Collect and analyze data and submit reports required by the Department on a timely basis.
- (n) Act as program manager responsible for the Enterprise Zone's day-to-day operations.
- (o) Have other such duties as specified by either the County Board Chairman or the Management Organization.

The Zone Administrator shall be responsible for the duties and tasks listed above. To accomplish these duties and tasks, the Zone Administrator, with the approval of the Management Organization, may appoint an Assistant Zone Administrator, and may receive technical and professional support from professionals as approved by the Management Organization.

**SECTION 8: Economic Development Committee:** The following activities have been identified as the initial program of work for the Economic Development Committee:

- (a) To identify available sites for locating new businesses and prepare documentation with specifics on each site.
- (b) To identify vacant and underused buildings available for business and industrial use and prepare documentation with specifics on each building.
- (c) To market available sites and buildings to attract new and/or induce expansion of business and industry within the Enterprise Zone.
- (d) To work with area and state organizations to promote tourism in the Southwestern Madison County and Southwestern Illinois areas.
- (e) To encourage modifications in county, city and village zoning and building standards as appropriate to further the purposes of the Enterprise Zone plan.
- (f) To examine and recommend local incentives and programs to accomplish Enterprise Zone program objectives.
- (g) To hold educational forums and programs for Enterprise Zone businesses and residents to explain and promote program benefits and incentives.
- (h) To coordinate Enterprise Zone development planning and implementation with other relevant programs, including, but not limited to, housing, community and economic development, small business, financial assistance and employment training within the Enterprise Zone.
- (i) To coordinate with business and industry to identify State regulations or restrictions that adversely affect economic development within the Enterprise Zone and relay this information to the DCEO to aid in easing the regulations and restrictions.
- (j) To coordinate available and future economic development incentives within the Enterprise Zone by "networking" with the professionals, developers and realtors and maintaining contact with previous plant locations as well as prospects.
- (k) To assist businesses and Enterprise Zone residents in receiving available local, State or Federal economic development incentives and benefits.
- (l) To participate in the development and implementation of a business retention program.

**SECTION 9: Incentives:**

- (a) **State Enterprise Zone Incentives:** The County and Municipalities authorize the extension and utilization of any and all state incentives, tax exemptions and other inducements authorized under applicable Illinois law, the Act and/or the rules and regulations of the Department or other

applicable state agency by and for all residential, commercial, industrial and manufacturing projects located within the Enterprise Zone Area. If the term of any state incentive, tax exemption or other inducement authorized under applicable Illinois law, the Act and/or the rules and regulations of the Department or other applicable state agency has not expired as of July 1, 2016 on any qualified residential, commercial, industrial or manufacturing project located in the Original Southwestern Madison County Enterprise Zone, then such state incentive, tax exemption and other inducement shall not terminate, but shall instead continue in full force and effect until the natural termination of such state incentive, tax exemption or other inducement authorized under applicable Illinois law, the Act and/or the rules and regulations of the Department or other applicable state agency.

- (b) **Sales Tax:** Pursuant to applicable law, the County and the Municipalities authorize each retailer in Illinois who makes a sale of building materials to be permanently affixed and incorporated into real estate located within the Enterprise Zone Area, as amended from time to time, by remodeling, reconstruction or new construction may deduct receipts from such sales when calculating the retail sales tax imposed by the State of Illinois under and pursuant to the Illinois Retailer's Occupation Tax Act. The deduction allowed hereby shall be limited to and shall only apply to any remodeling, rehabilitation or new construction of a qualified residential, commercial, industrial, or manufacturing project which complies with the following conditions:

- 1) The claimant must obtain an Applicant I.D. Number from the IDOR website [www.tax.illinois.gov](http://www.tax.illinois.gov).
- 2) The claimant must file with the Zone Administrator the following information on the form provided by the Zone Administrator:
  - i. the name and address of the contractor(s), subcontractor or other entity(s);
  - ii. the name and number of the enterprise zone;
  - iii. the name and location or address of the building project in the enterprise zone;
  - iv. the estimated amount of the exemption for the claimant or claimant's contractor, subcontractor or other entity for which a request for Exemption Certificate is made, based on a stated estimated average tax rate and the percentage of the contract that consists of building materials;
  - v. the period of time over which building materials for the project are expected to be purchased; and,
  - vi. other reasonable information as the Zone Administrator may require.
- 3) The Zone Administrator will then request (by providing the above information on the IDOR website) IDOR to issue an Enterprise Zone Building Materials Exemption Certificate for the claimant or claimant's contractor, subcontractor or other entity identified by the Zone Administrator.
- 4) IDOR shall issue the Enterprise Zone Building Materials Exemption Certificate directly to the claimant or claimant's contractor, subcontractor or other entity. IDOR shall also provide the Zone Administrator with a copy of each Exemption Certificate issued. This Exemption Certificate is the evidence from IDOR that the Exemption is applicable and secures the Exemption and related tax incentive savings to the claimant.

- 5) As to each vendor or seller of the building materials, the claimant or claimant's contractor, subcontractor or other entity must provide to the vendor/seller of the building material a completed IDOR Form EZ-1 containing the following information:
    - i. a statement that the building materials are being purchased for incorporation into real estate located in an Illinois enterprise zone;
    - ii. the location or address of the real estate into which the building materials will be incorporated;
    - iii. the name of the enterprise zone in which that real estate is located;
    - iv. a description of the building materials being purchased;
    - v. the purchaser's Enterprise Zone Building Materials Exemption Certificate number issued by IDOR;
    - vi. the purchaser's signature and date of purchase.
  - 6) IDOR may deny any entity the Enterprise Zone Building Materials Exemption Certificate if such entity owes any tax liability to the State of Illinois.
- (c) Property Tax Abatement: Each unit of local government authorized by applicable law to levy ad valorem taxes upon real estate and improvements thereon located in the Enterprise Zone Area may adopt an ordinance or resolution abating the ad valorem taxes subject to the following conditions:
- 1) The abatement shall be one hundred percent (100%) of the ad valorem taxes on real property or any class thereof located within the Enterprise Zone Area, as amended from time to time.
  - 2) The abatement shall apply only to the ad valorem taxes generated by an increase in assessed valuation resulting from the remodeling, rehabilitation or new construction of improvements or projects for commercial, industrial or manufacturing use.
  - 3) The abatement shall apply for the assessment year in which the remodeling, rehabilitation or new construction of the improvements or projects are made, and the three assessment years immediately following the year in which the remodeling, rehabilitation or new construction of the improvements or projects are made.
  - 4) The abatement of real estate taxes on any parcel shall not exceed the amount attributable to the construction of the improvements on the parcel of real estate, or the renovation or rehabilitation of existing improvements on such parcel of real estate.
  - 5) While the abatement is in effect, all ad valorem taxes resulting from the equalized assessed valuation for such real property for that tax year immediately preceding the remodeling, rehabilitation or new construction of the improvements or projects for commercial, industrial or manufacturing use shall continue to be collected and shall not be abated.
  - 6) Any real property located within the Enterprise Zone Area and also located within the boundaries of any tax increment finance redevelopment area duly and legally adopted by any unit of local government pursuant to applicable Illinois law shall not be eligible for



any abatement authorized hereunder.

- 7) If the term of any abatement of ad valorem taxes has not expired as of July 1, 2016 on any qualified commercial, industrial or manufacturing project located in the Original Southwestern Madison County Enterprise Zone, then such abatement shall not terminate, but shall instead continue in full force and effect until the natural termination of such qualifying commercial, industrial or manufacturing project's four (4) year abatement.

**SECTION 10: Miscellaneous:**

- (a) Merger: This Agreement shall constitute the entire agreement between the parties hereto. Any prior understandings, agreements, negotiations or representations of any kind preceding or subsequent to the date of this Agreement and not contained herein are hereby discharged and shall not be binding upon either party except to the extent incorporated in this Agreement pursuant to Paragraph (b) of this Section.
- (b) Modification of Agreement: Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding on the parties hereto only if evidenced in a writing signed by each party or an authorized representative of each party and attached to the Agreement as an additional Rider.
- (c) Governing Law: It is hereby expressly agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.
- (d) Severability and Infectious Invalidity: In the event a court of competent jurisdiction declares any particular provision of this Agreement to be invalid or unenforceable, the remaining provisions of this Agreement shall be construed to be valid and enforceable.
- (e) Titles of Paragraphs: Titles of several paragraphs, sections or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provision hereof.
- (f) Counterparts: This Agreement shall be executed in counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.

The undersigned parties have caused this INTERGOVERNMENTAL AGREEMENT to be executed by their duly designated officials, as authorized in the Enterprise Zone Ordinance adopted by their respective governing bodies.

**COUNTY OF MADISON, ILLINOIS**

**CITY OF GRANITE CITY, ILLINOIS**

\_\_\_\_\_  
BY: Alan Dunstan  
TITLE: Chairman

\_\_\_\_\_  
BY: Edward Hagnauer  
TITLE: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
BY: Debra D. Ming-Mendoza, County Clerk

**ATTEST:** \_\_\_\_\_  
BY: Judy Whitaker, City Clerk

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**CITY OF MADISON, ILLINOIS**

**CITY OF VENICE, ILLINOIS**

\_\_\_\_\_  
BY: John W. Hamm III  
TITLE: Mayor

\_\_\_\_\_  
BY: Tyrone Echols  
TITLE: Mayor

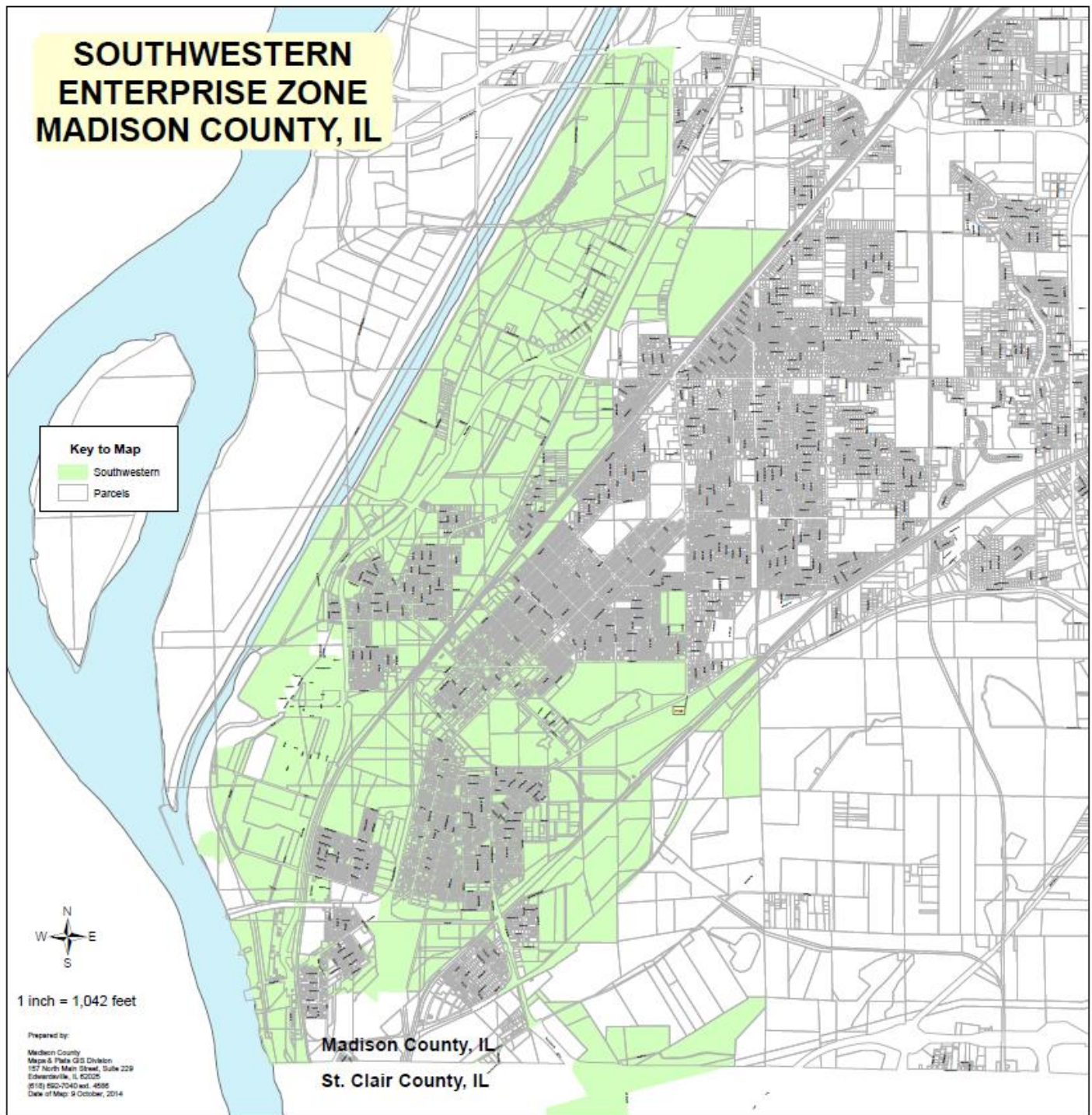
Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**\_\_\_\_\_  
BY: Beth Wachtel, City Clerk

**ATTEST:**\_\_\_\_\_  
BY: Rudy L. Johnson, City Clerk

**EXHIBIT A**  
**SOUTHWESTERN MADISON COUNTY ENTERPRISE ZONE MAP**



**EXHIBIT B**  
**SOUTHWESTERN MADISON COUNTY ENTERPRISE ZONE**

**Legal Boundary Description**

Beginning at a point of intersection with the centerlines of Nameoki Road and State Route 162 (Edwardsville Road), located in Section 20, Township 3 North, Range 9 West of the 3rd Principal Meridian, Madison County, Illinois; thence Northeasterly along said centerline to the Southeast R.O.W. of the Alton & Southern Railroad; thence Southwesterly along said R.O.W. to the East line of Section 20 of said Township; thence South along said line to the Southeast corner of said Section; thence West along said Section to the West line of the East half of the Southeast Quarter of said Section; thence North along said line to the North line of said Southeast Quarter; thence West along said line to the Southeast R.O.W. of the Alton & Southern Railroad; thence Southwesterly, Southeasterly and Southwesterly along said R.O.W. to the intersection with the Northwest prolongation of the Northeasterly line of a tract of land described in book 4491, page 4575 recorded in the Madison County records; thence Southeasterly along said prolongation to the Northwest corner of said tract, said point is also on the R.O.W. of the Alton & Southern Railroad; thence Northeasterly and Southerly along said R.O.W. to the North line of Section 29 in said Township; thence West along said line to the Northwest corner of the Alton & Southern Railroad R.O.W.; thence South along said R.O.W. to the Northwest line of a tract of land described in book 4535, page 2696 recorded in the Madison County records; thence Northeasterly, East and Southwesterly along said tract to the East line of Section 30 of said Township; thence South along said line to the Southeast corner of said Section; thence West along said Section line to the Northeast corner of a tract of land described in book 4335, page 3590 recorded in the Madison County records; thence Southwesterly along said tract to the East R.O.W. of State Route 203; thence Southeasterly along said R.O.W. to the Southeasterly line of U.S. Survey 723, Claim 103 & 104; thence Northeasterly along said line to the Northeast corner of a tract of land described in book 3291, page 115 in the Madison County records; thence Southeasterly along said tract to the North line of a tract of land described in book 3316, page 9 in the Madison County records; thence East and Southeasterly along said tract and the Southeasterly prolongation to the West line of a tract of land described in book 4149, page 1959 in the Madison County records; thence along said tract Northerly, East and South to the Northwest line of a tract of land described in book 3485, page 1728 in the Madison County records; thence along said tract Northeasterly, Northwesterly, East, South, Southwesterly, South and the Southerly prolongation to the South line of Madison County, IL; thence West along said line approximately 320 feet to the South R.O.W. of Cahokia Canal of the Metro-East Sanitary District (MESD);

(Now Entering St. Clair County)

thence Southwesterly along said South right-of-way line to the East right-of-way line of Old Madison Road (S.B.I. 4, U.S. Rt. 67); thence South along said East right-of-way line to the North line of the Southwest Quarter of said Section 5; thence East along said North line for a distance of 717.1 feet; thence South parallel to the East line of the Northwest Quarter of the Southwest Quarter of said Section 5 for a distance of 415 feet; thence east parallel to the North line of the Southwest Quarter of said Section 5 for a distance of 555 feet to the East line of the Northwest Quarter of the Southwest Quarter of said Section 5; thence South along said East line for a distance of 804.04 feet to the South line of the Northwest Quarter of the Southwest Quarter of said Section 5; thence West along said South line for a distance of 1270 feet to the East right-of-way line of Old Madison Road (S.B.I. 4, U.S. Rt. 67) located 50 feet East of the West line of said Section 5; thence South along said East right-of-way line and its Southerly prolongation to the South line of said Section 5; thence West along said South line and the South line of said Section 6 to the West right-of-way line of Illinois Route 203; thence South along said West right-of-way line to the North right-of-way line of Metro-East Sanitary District; thence West along said North right-of-way line to the East line of a 90 foot wide strip of land conveyed to St. Louis National Stockyards Company by deed

recorded in Book 2752, Page 2343 in the Recorder's Office of St. Clair County, Illinois; thence Northwesterly along said East line to the West line of the Southeast Quarter of said Section 6; thence continuing Northwesterly along said East line to the South right-of way line of the Cahokia Canal of the Metro-East Sanitary District; thence Easterly along said South right-of-way line to the West line of the Northeast Quarter of said Section 6; thence North along said West line to the North right-of-way line of the Cahokia Canal of the Metro-East Sanitary District; thence Easterly along said North right-of-way line to the West right-of-way line of Illinois Route 203; thence Northwesterly along said West right-of-way line to the Southeasterly line of U.S. Survey 621, Claim 1838; thence Northeasterly along the Southeasterly line of U.S. Survey 621, Claim 1838 to the North line of said Section 6 (also known as the Madison County-St. Clair County line).

(Exception within St. Clair County)

Excepting there from a 100 foot square tract of land located in the Northeast Quarter of said Section 6, more fully described as follows: Commencing at a stone marking the Southwest corner of the Northeast Quarter of said Section 6; thence North 90 00' East along the South line of said Northeast Quarter for a distance of 296.11 feet; thence North 6 38'25" West for a distance of 933.93 feet to the South right-of-way line of the Cahokia Canal of the Metro-East Sanitary District; thence North 75 33' East along said South right-of-way line for a distance of 52.90 feet to the Point of Beginning of the following described tract; thence South 14 27' East from said beginning point for a distance of 100.00 feet; thence North 75 33' East for a distance of 100.00 feet; thence North 14 27' West for a distance of 100.00 feet to the South right-of-way line of the Cahokia Canal of the Metro-East Sanitary District; thence South 75 33' West along said South right-of-way line a distance of 100.00 feet to the Point of Beginning.

Said point is also the intersection with the Southwesterly prolongation of the West line of a tract of land described in document 2013R05180; thence Northeasterly along said prolongation, West line, Northwest line and Northwesterly prolongation to the Southeast corner of said tract described in book 2624, page 47; thence Southwesterly along said tract to the Northeast R.O.W. of State Route 203; thence Southeasterly along said R.O.W. to the North R.O.W. of Bend Road; thence Northeasterly along said R.O.W. to the intersection with the Northerly prolongation of the East R.O.W. of Madison Road; thence Southeasterly along said prolongation to the Southerly R.O.W. of Bend Road; thence Southwest 90 degrees for 650 ft., continuing along the South R.O.W. line of Big Bend Road; thence continuing along said South R.O.W. line 3400'

(Entering St. Clair County);

thence South 43 degrees 00 minutes 07 seconds East along the West line of said St. Louis Cotton Oil Company tract 404.19 feet to an iron pipe; thence South 46 degrees 59 minutes 53 seconds West along the West line of said St. Louis Cotton Oil Company tract 310.70 feet to an iron pipe; thence South 43 degrees 00 minutes 07 seconds East along the West line of said St. Louis Cotton Oil Company tract 210.66 feet; thence South 14 degrees 19 minutes 06 seconds West 63.36 feet; thence along a tangential curve to the right having a radius of 465.00 feet and a chord which bears South 42 degrees 39 minutes 44 seconds West 441.53 feet, an arc distance of 460.06 feet to a point of compound curvature; thence along a curve to the right having a radius of 580.00 feet and a chord which bears North 80 degrees 34 minutes 57 seconds West 551.93 feet, an arc distance of 575.22 feet; thence North 52 degrees 10 minutes 15 seconds West 171.36 feet to the East R.O.W. line of the Illinois Terminal Railroad; thence North 42 degrees 55 minutes 23 seconds West along said East R.O.W. line 194.85 feet to a point of intersection with the East corporate line of the Village of Brooklyn, Illinois, thence turning North along said corporate line to a point of intersection with the North R.O.W. line of Big Bend Road,

(Entering Madison County)

thence turning Northwest along the North R.O.W. line Bend Road to a point of intersection with the West R.O.W. line of the Norfolk and Western Railroad (A/K/A Madison County Mass Transit District, book

4335, page 3590); thence Northwesterly along said R.O.W. to the South line of a tract of land described in book 4335, page 3590; thence Southwesterly along said tract to the West line of Section 31, Township 3 North Range 9 West of the 3rd Principal Meridian; thence North and Northeasterly along said tract to the intersection with the Southeast R.O.W. of Hare Street; thence Northwesterly to the Northwest R.O.W. of said street; thence Northwesterly along said R.O.W. to the Southwest corner of a tract of land described in book 4336, page 4446 in the Madison County records; thence Northwesterly along the West line of said tract and the Northwesterly prolongation to the intersection with the South R.O.W. of State Route 203; thence Southwesterly along said R.O.W. to the West line of Section 30 in said Township; thence South along said line 800 feet to a point; thence West 1200 feet to the Northwest R.O.W. of the Chicago & Northwestern Railroad; thence Southwesterly along said R.O.W. to the intersection with the South line of the Northwest Quarter of Section 36, Township 3 North, Range 10 West of the 3rd Principal Meridian; thence West along said line approximately 1700 feet to a point that is on the West R.O.W. of the Terminal Railroad; thence South 8 degrees 09 minutes 23 seconds East, approximately 360 feet to a point; thence South 81 degrees 50 minutes 37 seconds West, 125 feet to a point; thence North 8 degrees 09 minutes 23 seconds West, 433.06 feet to a point; thence South 81 degrees 50 minutes 37 seconds West, 1730.00 feet to the East R.O.W. of 4th Street; thence North along said R.O.W. 300.00 feet to a point; thence South 89 degrees 38 minutes 59 seconds East, 199.48 feet to a point; thence North 55 degrees 15 minutes 50 seconds East, and along the Southern R.O.W. of Fillmore Avenue 1749.51 feet to the intersection with the West R.O.W. of 7th Street; thence Northwesterly along said R.O.W. to the Southern R.O.W. of Washington Avenue; thence Northeasterly along said R.O.W. 200 feet to a point; thence South 34 degrees 44 minutes 10 seconds East, 359.16 feet to the West line of a tract of land described in book 575, page 515; thence Northeasterly along said tract to the West R.O.W. of the Terminal Railroad; thence North along said R.O.W. to the intersection of the North R.O.W. of Washington Street and the East R.O.W. of McKinley Avenue; thence Northwesterly along said McKinley Avenue R.O.W. to the North line of Section 36 Township 3 North, Range 10 West; thence East along said line approximately 530 feet to a point; thence Northeasterly approximately 963 feet to the intersection with the South R.O.W. of Bissell Street and the Western R.O.W. of said Terminal Railroad; thence Northwesterly along said Bissell Street R.O.W. to the intersection with the Southerly prolongation of the centerline of the alley East of Selb Avenue; thence Northeasterly along said prolongation and said centerline to the North R.O.W. of College Street; thence Northwesterly along said R.O.W. to the East R.O.W. of Meredocia Street; thence Southwesterly along said R.O.W. to the North R.O.W. of Logan Street; thence Northwesterly along said R.O.W. to the Southwest corner of property described in book 815, page 459; thence along said property Northerly, Easterly, Northerly and Easterly to the West R.O.W. of Meredocia Street; thence Northeasterly along said R.O.W. to the North R.O.W. of College Street; thence Northwesterly along said R.O.W. to the intersection with the Northerly prolongation of the centerline of Baucum Avenue; thence Southwesterly along said prolongation and centerline to the intersection with the South R.O.W. of Bissell Avenue; thence Northwesterly along said R.O.W. to the intersection with the West R.O.W. of Klein Avenue; thence South along said R.O.W. to the North R.O.W. of the St. Louis Merchants Bridge Company; thence West along said R.O.W. to the Southeast corner of a tract of land described in book 378, page 41; thence North, West and South along said tract to the North R.O.W. of said St. Louis Merchants Bridge Company; thence West along said R.O.W. to the East R.O.W. of the Norfolk & Western Railroad; thence Southerly along said R.O.W. to the intersection with the Southwesterly prolongation of the North R.O.W. of an alley in Knox & Smith 4th Addition recorded in plat book 15, page 23 in the Madison County records; thence Northeasterly along said prolongation and North R.O.W. to the Northeast corner; thence North 220 feet to a point; thence East approximately 265 feet to the West R.O.W. of Klein Avenue; thence Northeasterly to the Southwest corner of Lot 30, Block 2 of Knox & Smith 4th Addition recorded in plat book 6, page 62 in the Madison County records; thence East to the Southeast corner thereof; thence Northeasterly to the Southwest corner of Lot 13, Block 4 of Harrington Place, recorded in plat book 5, page 49 in the Madison County records; thence Northeasterly along said lot line and the Northeasterly prolongation to the intersection with the centerline of Oriole Street; thence Southeasterly along said centerline to the intersection with the centerline of Broadway; thence Southwesterly to the intersection with the centerline

of 6th Street; thence Southeasterly along said centerline to the intersection with the centerline of Lincoln Street; thence Southwesterly along said centerline to the intersection with the centerline of 4th Street; thence South along said centerline to the intersection with the centerline of Hampden Street; thence West along said centerline to the East R.O.W. of the Norfolk & Western Railroad; thence Southerly along said R.O.W. to the Madison County line; thence West along said line to the East waterline of the Mississippi River; thence Northwesterly along said waterline to the South R.O.W. of the St. Louis Merchants Bridge Company; thence Easterly along said R.O.W. to the West R.O.W. of State Route 3; thence Northerly along said R.O.W. to the South R.O.W. of Bissell Street; thence Northwesterly along said R.O.W. for 600 feet to a point, said point is also the centerline of 2nd Street; thence Northeasterly along said centerline approximately 1,369 feet to a point; thence North 68 degrees 12 minutes 21.16 seconds West approximately 303 feet to point; thence South 18 degrees 9 minutes 12.77 seconds West 1,327.28 to a point, said point is also the North R.O.W. of Bissell Street; thence Northwesterly and Northeasterly along said R.O.W. and the Northeasterly prolongation to the North R.O.W. of "E" Street, said point is also on the West line of a tract of land described in book 4500, page 3211 in the Madison County records; thence Northeasterly, Southeasterly and Southwesterly along said tract to the North R.O.W. of "E" Street; thence Southeast along said R.O.W. 598 feet more or less to the East R.O.W. of 7th Street; thence Northeasterly along said R.O.W. 540 feet; thence Southeast at a 90 degree angle for 458 feet to a point; thence Southwest at a 90 degree angle to the North R.O.W. of "E" Street; thence Southeasterly along said R.O.W. to the West R.O.W. of State Route 3; thence Northerly along said R.O.W. to the South R.O.W. of 20th Street; thence West and Southwesterly along said R.O.W. to the South line of Section 14, Township 3 North, Range 10 West of the 3rd Principal Meridian; thence West along said line to the West waterline of the Chain of Rocks Canal; thence Northeasterly along said waterline to the North line of Township 3 North, Range 9 West of the 3rd Principal Meridian; thence East along said Township to the West line of a tract of land described in document 2009R53401 of the Madison County records; thence Northeasterly, Southeasterly and Southwesterly along said tract to the North line of said Township; thence along the West line of said tract Northeasterly to the South R.O.W. of Schaefer Road; thence Southeasterly along said R.O.W. to the West R.O.W. of Old Alton Road; thence Southerly along said R.O.W. to the North line of said Township 3 North, Range 9 West; thence East along said Township line to the West R.O.W. of the Gulf, Mobile and Ohio Railroad; thence Southwesterly along said R.O.W. for 5,344.94 feet; thence West to the intersection with the centerline of Old Alton Road; thence North along said centerline to the intersection with the Easterly prolongation of the North R.O.W. of Casmer Skubish Parkway; thence West along said prolongation and North R.O.W. to the East line of a tract of land described in book 4304, page 1473 in the Madison County records; thence North and West along said tract to the East line of a tract of land described in document 2009R53401 in the Madison County records; thence Southwesterly and Northwesterly along said tract to the East R.O.W. of the Norfolk & Western Railroad; thence Southwesterly along said R.O.W. and the Southwestern prolongation to the centerline of Pontoon Road; thence Easterly along said centerline to the intersection with the East line of Section 7, Township 3 North, Range 9 West of the 3rd Principal Meridian; thence South along said Section line to the South R.O.W. of Norfolk & Western Railroad; thence Southwesterly along said R.O.W. to the intersection with the centerline of 25th Street; thence Southeasterly along said centerline to the intersection with the centerline of an alley between Center Street and Adams Street; thence Southwesterly along said centerline to the intersection with the centerline of 24th Street; thence Southeast along said centerline to the intersection with the centerline of Adams Street; thence Southwesterly along said centerline to the intersection with the centerline of 23rd Street; thence Southeasterly and Easterly along said centerline to the intersection with the centerline of Henry Street; thence North along said centerline to the intersection with the centerline of East 27th Street; thence East along said centerline to the intersection with the centerline of Nameoki Road; thence South along said centerline to the point of beginning.

Excepting the following described tracts;

Tract 1 – A tract of land described in book 3863, page 1320 in the Madison County records.

Tract 2 -

Beginning at the Southwest corner of Lot 21, Block 2 in Clover Leaf Addition Amended Plat, recorded in plat book 7, page 43 in the Madison County records, said point is also on the Norfolk & Western Railroad R.O.W.; thence Northeasterly along said R.O.W. to the intersection with the Westerly prolongation of the centerline of an alley that runs between Market Street and Collinsville Avenue; thence East along said prolongation and centerline to the intersection with the centerline of Walnut Street; thence South along said centerline to the South Line of Section 30, Township 3 North, Range 9 West of the 3rd Principal Meridian; thence West along said line to the Northwest corner of Lot 6 in Williams Industrial Park, recorded in plat cabinet 62, page 78 in the Madison County records; thence Southeasterly along the West line of said lot and the Southeasterly prolongation to the Southeast corner of Lot 2 in said Subdivision; thence Southwesterly along said lot to the East R.O.W. of State Route 203; thence Northwesterly along said R.O.W. to the Point of Beginning.



**EXHIBIT B**  
**ENTERPRISE ZONE APPLICATION FOR NEW DESIGNATION**  
**Qualifying Criteria**

Required Tests: The Area Must Meet at Least Three of the Following Tests

- 11) **Unemployment:** All or part of the local labor market area has had an annual average unemployment rate of at least 120% of the State's annual average unemployment rate for the most recent calendar year or the most recent fiscal year as reported by the Department of Employment Security.
- 12) **Substantial Employment Opportunities:** Designation will result in the development of substantial employment opportunities by creating or retaining a minimum aggregate of 1,000 full-time equivalent jobs due to an aggregate investment of \$100,000,000 or more, and will help alleviate the effects of poverty and unemployment within the local labor market area.
- 13) **Poverty:** All or part of the local labor market area has a poverty rate of at least 20% according to the latest data from the U.S. Census Bureau, 50% or more of children in the local labor market area are eligible to participate in the federal free or reduced-price meals program according to reported statistics from the State Board of Education, or 20% or more households in the local labor market area receive food stamps according to the latest data from the U.S. Census Bureau.
- 14) **Abandoned Coal Mine, Brownfield or Federal Disaster Area:** An abandoned coal mine or a brownfield located in the proposed zone area, or all or a portion of the proposed zone was declared a federal disaster area in the 3 years preceding the date of application.
- 15) **Large Scale Business Closings:** The local labor market area contains a presence of large employers that have downsized over the years, labor market area has experienced plant closures in the 5 years prior to the date of application affecting more 50 workers, or the local labor market area has experienced State or federal facility closures in the 5 years prior to the date of application affecting more than 50 workers.
- 16) **Vacant Structures:** Based on data from Multiple Listing information or other suitable sources, the local labor market area contains a high floor vacancy rate of industrial or commercial properties, vacant or demolished commercial and industrial structures are prevalent in the local labor market area, or industrial structures in the local labor market area are not used because of age, deterioration, relocation of the former occupants, or cessation of operation.
- 17) **Tax Base Improvement Plan:** The applicant demonstrates a substantial plan for using the designation to improve the State and local government tax base, including income, sales, and property taxes.
- 18) **Public Infrastructure Improvement Plan:** Significant public infrastructure is present in the local labor market area in addition to a plan for infrastructure development and improvement.
- 19) **Manufacturing Skills Programs:** High schools or community colleges located within the local labor market area are engaged in ACT Work Keys, Manufacturing Skills Standard Certification, or industry-based credentials that prepare students careers.
- 20) **Equalized Assessed Valuation:** The increase (decrease) in equalized assessed valuation of industrial and/or commercial properties in the 5 years prior to the date of application in the local labor market area is equal to or less than (greater than) 50% of the State average increase (decrease) in equalized valuation for industrial and/or commercial properties, as applicable, for the same period of time as reported by the Illinois Department of Revenue.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ESTABLISHING AN ENTERPRISE ZONE  
WITHIN THE COUNTY OF MADISON SAID ENTERPRISE ZONE BEING A PORTION OF A  
LARGER ENTERPRISE ZONE ENCOMPASSING CONTIGUOUS PORTIONS OF THE  
COUNTY OF MADISON, THE CITY OF ALTON, THE VILLAGE OF BETHALTO, THE  
VILLAGE OF EAST ALTON, THE VILLAGE OF HARTFORD, THE VILLAGE OF ROXANA,  
THE VILLAGE OF SOUTH ROXANA, AND THE CITY OF WOOD RIVER**

**WHEREAS**, the following Ordinance is adopted based upon the following premises, to-wit;

**WHEREAS**, pursuant to 20 ILCS 655/1 et. seq. (formerly Ill. Rev. Stat. 1991, ch. 67 1/2, Section 601 et. seq.) (the "Act"), the State of Illinois authorized the creation of enterprise zones, together with certain incentive programs; and,

**WHEREAS**, pursuant to the Act, the County of Madison, Illinois (the "County") created and amended, from time to time, the Original Riverbend Enterprise Zone, which included certain real estate located in the County and the City of Alton, Illinois ("Alton"), the Village of Bethalto, Illinois ("Bethalto"), the Village of East Alton, Illinois ("East Alton"), the Village of Hartford, Illinois ("Hartford"), the Village of Roxana, Illinois ("Roxana"), the Village of South Roxana, Illinois ("South Roxana"), and the City of Wood River, Illinois ("Wood River"), (the "Municipalities"); and,

**WHEREAS**, in connection with the creation of the Original Riverbend Enterprise Zone, the County and Municipalities adopted certain real estate tax abatement incentives, retail sales tax exemption incentives, and other incentives authorized under the Act, that promoted economic growth, encouraged economic development, created and retained jobs, and reduced unemployment in the area of the County and Municipalities; and,

**WHEREAS**, the County and Municipalities extended the term, boundaries and incentives provided for in the Original Riverbend Enterprise Zone, and in connection therewith the term of the Original Riverbend Enterprise Zone was extended to and will terminate on December 31, 2016 pursuant to the Act; and,

**WHEREAS**, the Original Riverbend Enterprise Zone accomplished, in part, the public purpose of promoting economic growth of the community and protecting the health, safety and welfare of the community by encouraging public and private investment, promoting job creation and job retention, and conserving the health, safety and welfare of the community; and,

**WHEREAS**, there continue to be certain areas in the County that need the particular attention of government, business and labor to attract private sector investments and directly aid the entire region and the residents thereof; and,

**WHEREAS**, a disproportionate number of residents within the County and Municipalities, for several years have suffered pervasive poverty, unemployment and economic distress, related to the prolonged national recession, shifts of industries throughout the County, and a variety of other economic factors negatively affecting the areas of the County and Municipalities; and,

**WHEREAS**, the members of this duly constituted legislative body are cognizant of the distressed conditions existing within this area and desire to alleviate these distressed conditions, to build upon the past public and private investments and accomplishments arising out of the Original Riverbend Enterprise Zone, to further pursue the public purpose of promoting economic and employment growth of the community and to protect the health, safety and welfare of the community; and,

**WHEREAS**, the Municipalities have indicated their willingness and desire to cooperate with the County in designating portions of their municipalities as well as unincorporated areas in the County as an Enterprise Zone; and,

**WHEREAS**, pursuant to Public Act 97-905, the State of Illinois amended the Act to provide for the creation of enterprise zones after the natural termination of an enterprise zone created earlier under the Act, and in connection therewith, the County and the Municipalities may apply with and obtain designation from the State of Illinois Department of Commerce and Economic Opportunity (the "Department" or "DCEO") to establish an Enterprise Zone encompassing a part of the unincorporated area of the County and a part of the Municipalities after December 31, 2016; and,

**WHEREAS**, pursuant to this Ordinance, the County and the Municipalities authorize the filing of an application with the Department to designate, enact and create the Riverbend Enterprise Zone (hereinafter referred to as the "Enterprise Zone Application") under the provisions of the Act, to create the Riverbend Enterprise Zone (the "Enterprise Zone") to include certain real estate within the County and the Municipalities for the purpose of encouraging economic development, job creation and job retention in the region, and to conserve the health, safety and welfare of the community, said real estate being more fully described in the attached Exhibit B (the "Enterprise Zone Area"); and,

**WHEREAS**, the County and the Municipalities hereby find that the creation of the Enterprise Zone as set forth herein is necessary for the continued economic growth and job creation of the region, and is necessary to promote and conserve the public health, safety and welfare of the region; and,

**WHEREAS**, the County and the Municipalities find that the designation of the Enterprise Zone pursuant to the Act and this Ordinance depend upon community support, cooperation and the offering of the benefits of the Enterprise Zone; and,

**WHEREAS**, the County and the Municipalities are each authorized pursuant to Article VII, Section 10 of the Illinois Constitution, and pursuant to the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., to enter into agreements for the joint exercise of powers, privileges and authorities.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF MADISON COUNTY, ILLINOIS, THAT:**

**SECTION 1: Incorporation:**

(d) Findings: The findings and recitals made in the prefatory portion of this Ordinance are hereby adopted by the County.

(e) Public Notice: Proper publication of legal notice of public hearing for the purpose of considering the enactment of this Ordinance and the designation of the Riverbend Enterprise Zone as set forth herein as required by the Act was properly and legally made and is hereby certified as set forth the attached Certificate of Publication of Notice of Public Hearing attached hereto as Exhibit A.

(f) Public Hearing: Following due and sufficient legal notice, the Municipalities and the County held a public hearing as required by the Act at 6:00 PM on the 29<sup>th</sup> day of September, 2014 at the Alton City Hall, 101 East Third Street, Alton, Illinois, which is located within the boundaries of the Enterprise Zone.

**SECTION 2: Establishment of Enterprise Zone:** Subject to the certification and approval of the Department, the County and the Municipalities, in a joint exercise of their powers pursuant to the Intergovernmental Cooperation Act do hereby establish an enterprise zone under the Act encompassing the Enterprise Zone Area, as legally described in Exhibit C.

**SECTION 3: Designation of Enterprise Zone:** The Enterprise Zone Area described in Exhibit C is hereby designated as the Riverbend Enterprise Zone, subject to the certification and approval of the Department.

**SECTION 4: Declarations to the Department:** The County and the Municipalities hereby declare and further certify that the Enterprise Zone Area is qualified for designation as an enterprise zone pursuant to the Act:

- (e) Pursuant to 20 ILCS 655/4 (a) & (e), the Enterprise Zone Area is a contiguous area comprised of part of the unincorporated area of the County and a part of the Municipalities, and is bound by a solid, clearly-defined, continuous boundary, provided that the Enterprise Zone Area may exclude wholly surrounded territory within its boundaries; and,
- (f) Pursuant to 20 ILCS 655/4 (b), the Enterprise Zone Area comprises a minimum of one-half (1/2) square mile and not more than fifteen (15) square miles in total area, and any connecting strips are not less than three (3) feet nor more than ten (10) feet in width; and,
- (g) The Enterprise Zone Area addresses a reasonable need to encompass portions of the County and the Municipalities; and,
- (h) The Enterprise Zone Area meets the requirements of 20 ILCS 655/4 (f) in that the Enterprise Zone Area satisfies at least three (3) of the ten (10) criteria established by the Department as set forth in Exhibit D.

**SECTION 5: Term:** Pursuant to the Act and subject to the certification of the Department, the Riverbend Enterprise Zone shall be and become effective for a period of fifteen (15) calendar years beginning on January 1, 2016 and ending December 31, 2030, unless sooner rescinded or as otherwise amended, on the date that the Enterprise Zone Area is designated an enterprise zone by the Department, in accordance with law.

**SECTION 6: Enterprise Zone Management Organization:** Upon designation as an enterprise zone by the Department, a Management Organization comprised of the Chairman of the County Board, the Mayors of Alton and Wood River, and the Village Presidents of Bethalto, East Alton, Hartford, Roxana and South Roxana will be formed. This Management Organization will be the governing body of the Enterprise Zone and will be responsible for all decisions within the Enterprise Zone. The Zone Administrator will be the individual who will be responsible for the day-to-day implementations within the Enterprise Zone and will be the liaison between the Management Organization, the Economic Development Committee and DCEO.

**SECTION 7: Enterprise Zone Administrator:** The position of "Zone Administrator" is hereby created. Upon designation as an enterprise zone by the Department, the Management Organization shall appoint an administrator for the Riverbend Enterprise Zone (the "Zone Administrator"), who shall be an employee or officer of the County. The Zone Administrator shall be responsible for the administration of the Riverbend Enterprise Zone, including the implementation of this Ordinance and compliance with the Act and applicable laws, regulations and policies of the Department; shall have those powers and duties as set forth in the Act; and shall:

- (p) Supervise the implementation of the provisions of this Ordinance and the Illinois Enterprise Zone Act.
- (q) Act as a liaison between the County, the Municipalities, the Department, the Illinois Department of Revenue (the "IDOR"), designated zone organizations; and other state, federal and local agencies, whether public or private.
- (r) Conduct an ongoing evaluation of the Enterprise Zone program and submit such evaluative reports on at least an annual basis to the Management Organization.
- (s) Promote the coordination of other relevant programs, including, but not limited to, housing, community and economic development, small business, financial assistance and employment training within the Enterprise Zone.
- (t) Have the authority to appoint personnel as appropriate to assure the smooth operation of the Enterprise Zone subject to approval by the Management Organization.
- (u) Develop and recommend a comprehensive planning program for the Enterprise Zone.

- (v) Establish and chair an Economic Development Committee that will serve as the primary technical and professional vehicle for triggering the implementation of the Enterprise Zone program objectives.
- (w) Examine and recommend local incentives, benefits and programs to accomplish stated objectives, to stimulate economic activity in the Enterprise Zone and to address impediments to capital investments.
- (x) Develop and analyze social, physical and economic data regarding population trends; labor force; land use patterns; size, type, capacity and status of existing residential, commercial, industrial and manufacturing facilities within the Enterprise Zone; infrastructure availability and condition, and other factors pertaining the community planning; and, to recommend planning-related actions.
- (y) Recommend necessary legislative and administrative controls for guiding Enterprise Zone development, including planned capital improvements.
- (z) Review supportive planning studies and reports to insure technical proficiency.
- (aa) Coordinate planning activities and program implementation with other county and/or city or village departments and department programs.
- (bb) Collect and analyze data and submit reports required by the Department on a timely basis.
- (cc) Act as program manager responsible for the Enterprise Zone's day-to-day operations.
- (dd) Have other such duties as specified by either the County Board Chairman or the Management Organization.

The Zone Administrator shall be responsible for the duties and tasks listed above. To accomplish these duties and tasks, the Zone Administrator, with the approval of the Management Organization, may appoint an Assistant Zone Administrator, and may receive technical and professional support from professionals as approved by the Management Organization.

#### **SECTION 8: Incentives:**

(d) State Enterprise Zone Incentives: The County and the Municipalities authorize the extension and utilization of any and all state incentives, tax exemptions and other inducements authorized under applicable Illinois law, the Act and/or the rules and regulations of the Department or other applicable state agency by and for all residential, commercial, industrial and manufacturing projects located within the Enterprise Zone Area. If the term of any state incentive, tax exemption or other inducement authorized under applicable Illinois law, the Act and/or the rules and regulations of the Department or other applicable state agency has not expired as of December 31, 2016 on any qualified residential, commercial, industrial or manufacturing project located in the Original Riverbend Enterprise Zone, then such state incentive, tax exemption and other inducement shall not terminate, but shall instead continue in full force and effect until the natural termination of such state incentive, tax exemption or other inducement authorized under applicable Illinois law, the Act and/or the rules and regulations of the Department or other applicable state agency.

(e) Sales Tax: Each retailer in Illinois who makes a sale of building materials to be permanently affixed and incorporated into real estate located within the Enterprise Zone Area, as amended from time to time, by remodeling, reconstruction or new construction may deduct receipts from such sales when calculating the retail sales tax imposed by the State of Illinois under and pursuant to the Illinois Retailer's Occupation Tax Act. The deduction allowed hereby shall be limited to and shall only apply to any remodeling, rehabilitation or new construction of a qualified residential, commercial, industrial or manufacturing project which complies with the following conditions:

- 7. The claimant must obtain an Applicant I.D. Number from the IDOR website [www.tax.illinois.gov](http://www.tax.illinois.gov).
- 8. The claimant must file with the Zone Administrator the following information on the form provided by the Zone Administrator:
  - a. the name and address of the contractor(s), subcontractor or other entity(s);

- b. the name and number of the enterprise zone;
  - c. the name and location or address of the building project in the enterprise zone;
  - d. the estimated amount of the exemption for the claimant or claimant's contractor, subcontractor or other entity for which a request for Exemption Certificate is made, based on a stated estimated average tax rate and the percentage of the contract that consists of building materials;
  - e. the period of time over which building materials for the project are expected to be purchased; and,
  - f. other reasonable information as the Zone Administrator may require.
9. The Zone Administrator will then request (by providing the above information on the IDOR website) IDOR to issue an Enterprise Zone Building Materials Exemption Certificate for the claimant or claimant's contractor, subcontractor or other entity identified by the Zone Administrator.
  10. IDOR shall issue the Enterprise Zone Building Materials Exemption Certificate directly to the claimant or claimant's contractor, subcontractor or other entity. IDOR shall also provide the Zone Administrator with a copy of each Exemption Certificate issued. This Exemption Certificate is the evidence from IDOR that the Exemption is applicable and secures the Exemption and related tax incentive savings to the claimant.
  11. As to each vendor or seller of the building materials, the claimant or claimant's contractor, subcontractor or other entity must provide to the vendor/seller of the building material a completed IDOR Form EZ-1 containing the following information:
    - a. a statement that the building materials are being purchased for incorporation into real estate located in an Illinois enterprise zone;
    - b. the location or address of the real estate into which the building materials will be incorporated;
    - c. the name of the enterprise zone in which that real estate is located;
    - d. a description of the building materials being purchased;
    - e. the purchaser's Enterprise Zone Building Materials Exemption Certificate number issued by IDOR;
    - f. the purchaser's signature and date of purchase.
  12. IDOR may deny any entity the Enterprise Zone Building Materials Exemption Certificate if such entity owes any tax liability to the State of Illinois.

(f) Property Tax Abatement: Each unit of local government authorized by applicable law to levy ad valorem taxes upon real estate and improvements thereon located in the Enterprise Zone Area may adopt an ordinance or resolution abating the ad valorem taxes. The County hereby authorizes and directs the County Clerk to abate the ad valorem taxes assessed and imposed upon the increase in assessed valuation resulting from the remodeling, rehabilitation or new construction of improvements or projects on real property located within the Enterprise Zone Area, as amended from time to time, subject to the following conditions:

8. The abatement shall be one hundred percent (100%) of the County's ad valorem taxes on real property or any class thereof located within the Enterprise Zone Area, as amended from time to time.
9. The abatement shall apply only to the ad valorem taxes generated by an increase in assessed valuation resulting from the remodeling, rehabilitation or new construction of the improvements or projects for commercial, industrial or manufacturing use.
10. The abatement shall apply for the assessment year in which the remodeling, rehabilitation or new construction of the improvements or projects are made, and the three assessment years immediately following the year in which the remodeling, rehabilitation or new construction of the improvements or projects are made.
11. The abatement of real estate taxes on any parcel shall not exceed the amount attributable

- to the construction of the improvements on the parcel of real estate, or the renovation or rehabilitation of existing improvements on such parcel of real estate.
12. While the abatement is in effect, all ad valorem taxes resulting from the equalized assessed valuation for such real property for that tax year immediately preceding the remodeling, rehabilitation or new construction of the improvements or projects for commercial, industrial or manufacturing use shall continue to be collected and shall not be abated.
  13. Any real property located within the Enterprise Zone Area and also located within the boundaries of any tax increment finance redevelopment area duly and legally adopted by any unit of local government pursuant to applicable Illinois law shall not be eligible for any abatement authorized hereunder.
  14. If the term of any abatement of ad valorem taxes has not expired as of December 31, 2016 on any qualified commercial, industrial or manufacturing project located in the Original Riverbend Enterprise Zone, then such abatement shall not terminate, but shall instead continue in full force and effect until the natural termination of such qualifying commercial, industrial or manufacturing project's four (4) year abatement.

**SECTION 9: Intergovernmental Agreement:** The Chief Elected Official of the County shall have and is hereby given authority to execute an Intergovernmental Agreement between the City of Alton, the Village of Bethalto, the Village of East Alton, the Village of Hartford, the Village of Roxana, the Village of South Roxana and the City of Wood River which will indicate their willingness and desire to participate in the Enterprise Zone Program and which will set out the criteria for cooperation, participation and management of said Enterprise Zone.

**SECTION 10: Ordinance:** This Ordinance and each and every provision hereof shall be considered separable and the invalidity of any section, clause, paragraph, sentence or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance. All ordinances or parts of ordinances conflicting with any of the provisions of this Ordinance shall be and the same are hereby repealed. This Ordinance shall take effect, as indicated in Section 5, above, following its passage, approval, recording, inspection and publication, as may be required, according to law.

Presented, passed, and approved by the Madison County Board this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Alan J. Dunstan  
Madison County Board Chairman

**ATTEST:**

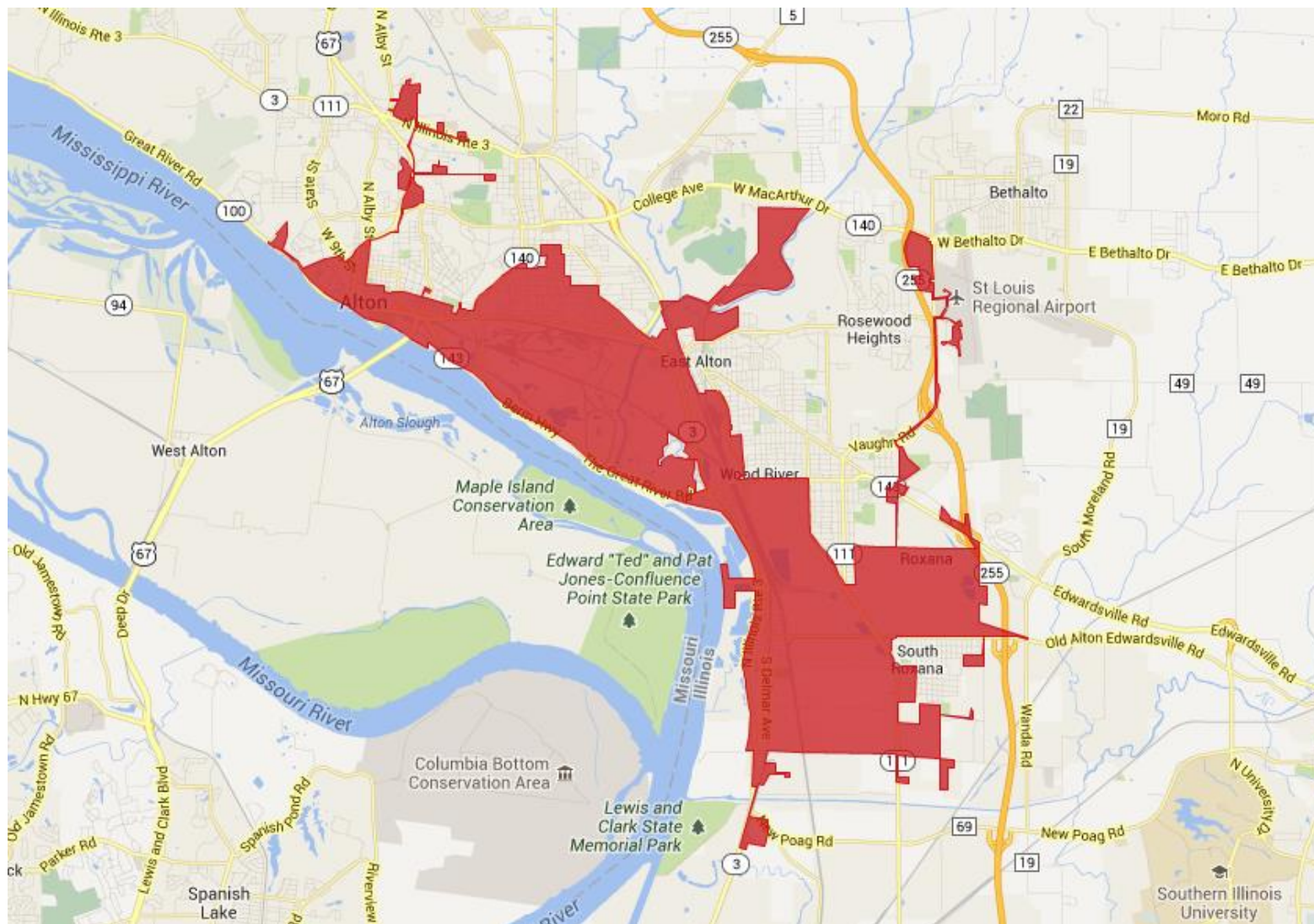
\_\_\_\_\_  
Debra D. Ming-Mendoza  
Madison County Clerk

**EXHIBIT A**

**CERTIFICATE OF PUBLICATION  
OF NOTICE OF PUBLIC HEARING**



**EXHIBIT B**  
**RIVERBEND ENTERPRISE ZONE MAP**



**EXHIBIT C**  
**RIVERBEND ENTERPRISE ZONE**

**Legal Boundary Description**

The Riverbend Enterprise Zone Boundary begins at a point of intersection of a line between Lots 3 and 4 of Gambrill's Subdivision of Danforth's Purchase (Plat Book 6, Page 3), said line being the westerly corporate line of the City of Alton, Illinois and the easterly high bank of the Mississippi River; thence Northeast along said line 120 feet to a point of intersection with the south R.O.W. line of Illinois Route 3 (McAdams Highway) thence Southeast to a point 100 feet Southeast of said line between Lots 3 and 4 of Gambrill's Subdivision of Danforth's Purchase; thence 90 degrees Northeast for a distance of 514.56 feet; thence turning 90 degrees Northwest 100 feet to a point on the line between Gambrill's Subdivision of Danforth's Purchase; thence 90 degrees Northeast along said line for a distance of 1058.54 feet to a point on the west line of the Mississippi River Power Company Tract; thence turning South along said west line a distance of 790.98 feet to a point on the Northwesterly R.O.W. of Grand Avenue and continuing South to it's intersection with the Southeasterly R.O.W. line of Grand Avenue; thence southerly along said R.O.W. line to the intersection of the North R.O.W. line of Illinois Route 3, a/k/a West Broadway; thence Southeasterly along said North R.O.W. line to the intersection with the centerline of Bluff Street; thence Northeasterly along said centerline to the intersection with the centerline of West Ninth Street; thence Southeasterly along said centerline to the intersection with the centerline of Hamilton Street; thence Northeasterly along said centerline to the intersection with the centerline of Belle Street; thence Northeasterly along said centerline to the intersection with the centerline of West 13th Street; thence Southeasterly along the Southeasterly prolongation of said centerline to the intersection with the West R.O.W. line of Martin Luther King Drive (U.S. Route 67); thence Northeasterly along said West R.O.W. line to the intersection with the centerline of East 16th Street and the intersection with the centerline of Alby Street; thence South along the centerline of Alby Street to a point, 33 feet North of the intersection with the centerline of Blair Avenue (66 feet wide); thence East 33 feet to the intersection with the Southeasterly R.O.W. line of Martin Luther King Drive (U.S. Route 67); at this point the Enterprise Zone turns in a Northeasterly direction along an 8 feet wide strip, West of and parallel to the Easterly R.O.W. line of Martin Luther King Drive (U.S. Route 67) along said Easterly R.O.W. to the intersection with the North R.O.W. line of College Avenue. At this point the 8 feet wide strip ends.

Thence continuing Northeasterly along the East R.O.W. line of Martin Luther King Drive (U.S. Route 67) to the intersection with the Easterly prolongation of the North line of a tract of land conveyed to Robert C. Bonniwell et ux, as recorded in deed book 4141, page 401 of the Madison County records, located in the Southwest Quarter of Section 1, Alton Township; thence West along said Easterly prolongation and said North line to the East R.O.W. line of Henry Street, 60 feet wide; thence Northerly along said R.O.W. line to the Southwest corner of Elmhurst Subdivision, according to the plat thereof recorded in plat book 22, page 35 of said Madison County records; thence Northeasterly along the Southerly line of said Subdivision to the Southwest corner of Alton Manor Subdivision, according to the plat recorded in plat book 34, page 46 of said Madison County records; thence Northerly and Easterly along said Subdivision line to the Southwest R.O.W. line of East Elm Street, 60 feet wide; thence Southeasterly along said R.O.W. to the East R.O.W. line of Dooley Avenue, 50 feet wide; thence Southwesterly along said R.O.W. line to the Northeasterly line of Curran's Fourth Addition to Buckmaster Heights, according to the plat recorded in plat book 23, page 28 of said Madison County records; thence Southeasterly and Northeasterly along said line to the West R.O.W. line of said Martin Luther King Drive; thence Southwesterly along said R.O.W. line to a point that is 8 feet from the North line of the Easterly prolongation of the North line of a tract of land conveyed to said Robert C. Bonniwell et ux, as recorded in deed book 4141, page 401 of the Madison County records; thence East along a line that is 8 feet from and parallel to said Easterly prolongation of the North line of Bonniwell tract to a point that is 8 feet from the East R.O.W. line of said Martin Luther King

Drive; thence Northeasterly and Easterly along the West line of an 8 foot strip that is parallel to said R.O.W. line to it's intersection with a point that is 8 feet West of the East line of the R.O.W. of Central Avenue; thence Northerly along the West line of an 8 foot strip that is parallel to the East R.O.W. line of Central Avenue and the East R.O.W. line of Martin Luther King Drive and the East R.O.W. line of Alton Square Mall Drive and its Northeasterly prolongation to a point on the North R.O.W. line of Homer Adams Parkway, said point is also the South line of a tract of land described in Document 2011R35934 and recorded in Madison County records; thence Northwesterly along the North R.O.W. line of Homer Adams Parkway to the Southeast corner of Tract 1 of Red Lobster Court Subdivision, according to the plat recorded in plat cabinet 51, page 154 of said Madison County records; thence Northerly, Westerly and Southwesterly along said Tract 1 to the Southwest corner thereof, said point is on the Southerly R.O.W. line of East Center Drive; thence Northwesterly along said R.O.W. line to the East R.O.W. line of Alby Street; thence Northeasterly along said R.O.W. line to the North R.O.W. line of East Center Drive; thence Southeasterly along said R.O.W. line to the West R.O.W. line of Alton Square road; thence Northerly along said R.O.W. line to the South R.O.W. line of Industrial Drive; thence Westerly, Northerly and Easterly along said R.O.W. line to the West R.O.W. line of North Center Drive; thence North, Northeasterly and East along said R.O.W. to the West R.O.W. line of East Center Drive; thence North along said R.O.W. to the South R.O.W. of Big Arch Road; thence Northeasterly along said R.O.W. to the East line of a tract of land described in Document 2011R35934 and recorded in Madison County records; thence South, Easterly, South, West and Southerly along said tract to the North R.O.W. of Homer M. Adams Parkway. Said legal to exclude ground lease of .86 acre parcel know as 23-1-01-36-00-000-030; thence Southeasterly along said R.O.W. to the intersection with the Southwest corner of a Tract of land described in Book 4152, Page 1311 of said Madison County records; thence North, East and Southerly along said Tract to the North R.O.W. line of Homer M. Adams Parkway; thence Southeasterly along said R.O.W. to the Southwest corner of Lot 1 in Champion Hotel's Subdivision, according to the plat recorded in plat cabinet 65, page 318 of said Madison County records; thence North, East, South and Southwesterly along said Subdivision to the North R.O.W. of Homer M. Adams Parkway; thence Southwesterly and perpendicular to said R.O.W. line a distance of 8 feet; thence Northwesterly and parallel to said R.O.W. at a distance of 8 feet to the intersection with the Northeasterly prolongation of the East R.O.W. of Alton Square Mall Drive; thence Southwesterly along said R.O.W. and the East R.O.W. of Martin Luther King Drive to the North R.O.W. of Riley Avenue; thence Easterly along said R.O.W. to the Southwest corner of Lot 6 in Block 2 of C. F. Stelzel's Addition to Tonsor Park, according to the plat thereof, recorded in plat book 9, page 2 of said Madison County records; thence Northerly along the West line of said subdivision to the Southwest corner of a tract of land conveyed to Vasser Caldwell, Jr. et ux as recorded in deed book 2598, page 356 of said Madison county records; thence East along the South line of said Caldwell tract to the Southeast corner thereof, said corner also being on the West line of a tract of land conveyed to Mitchell E. Holmes et ux as recorded in deed book 3352, page 2273 of said Madison County records; thence Southerly along last said west line to the Southwest corner of said Holmes tract; thence Easterly along the Southerly line of said Holmes tract to the Southeast corner thereof; thence Northerly along the East line of said Holmes tract to the South R.O.W. line of Tonsor Road, 50 feet wide; thence East along said R.O.W. line to the Northwest corner of a tract of land conveyed to Joseph B. McLemore et ux as recorded in deed book 2465, page 283 of said Madison County records; thence Southerly along the West line of said McLemore tract to the Southwest corner thereof, said corner also being on a line that is 425 feet North of and parallel with the North R.O.W. line of said Riley Avenue; thence East along said line to the East line of Lot 2 in Block 2 of said C. F. Stelzel's Addition to Tonsor Park; thence South along said line to the North R.O.W. of Riley Avenue; thence East along said R.O.W. and the Easterly prolongation to a point of intersection with the centerline of Clark Street and the centerline of Locust Avenue; thence South to the intersection with the centerline of Salu Street; thence East along said centerline to the intersection with the centerline of Elizabeth Street; thence North along said centerline to the intersection with the centerline of Locust Avenue; thence West along said centerline and the Westerly prolongation to point that is 8 feet South of the Southerly prolongation of the East line of Lot 2 in Block 2 of said C. F. Stelzel's Addition to Tonsor Park; thence West along a line that is 8 feet from and parallel with said R.O.W. line to the West R.O.W. of said Central Avenue; thence

Southerly along said R.O.W. to a line that is 5.00 feet North of and parallel with the North line of State House Square; thence Westerly along said line being 5.00 feet from and parallel with the North line of said State House Square and the direct Westerly prolongation thereof to the Northerly R.O.W. line of College Avenue; thence Southerly and Southwesterly along said R.O.W. line to the East R.O.W. line of Martin Luther King Drive (U.S. Route 67); thence Southerly, Westerly and Southwesterly along said R.O.W. and its Westerly prolongation to the intersection with the centerline of Alby Street; thence Southerly along said centerline to the intersection with the centerline of East 6th Street; thence Easterly along said centerline to the intersection with the centerline of Seminary Square road; thence Southerly along said centerline to the intersection with the centerline of East 5th Street; thence Southerly, Easterly, Northerly, Easterly and Southeasterly along said centerline to the intersection with the centerline of Oak Street; thence Northeasterly along said centerline to the intersection with the centerline of Humbolt Court, a/k/a alley between 6th and 7th Street; thence Southeasterly along said centerline to the East R.O.W. of Central Avenue; thence Southwesterly along said R.O.W. to the South R.O.W. of 6th Street; thence Northwesterly along said R.O.W. to the east R.O.W. of Oak Street; thence Southwesterly along said R.O.W. to the intersection with the centerline of 5th Street; thence Southeasterly along said centerline to the intersection with the centerline of Plum Street; thence Southwesterly along said centerline to the intersection with the centerline of East 4th Street; thence Southeasterly along said centerline to the intersection with the centerline of Pearl Street; thence Northeasterly and Southeasterly along said centerline to the intersection with the centerline of Walker Street; thence Southeasterly along said centerline to the intersection with the centerline of Washington Avenue; thence Northeasterly along said centerline to the intersection with the centerline of Donald Avenue; thence East along said centerline to the intersection with the centerline of Main Street; thence South along said centerline to the intersection with the centerline of Watalee Street; thence East, North and East along said centerline to the intersection with the centerline of Spaulding Street; thence Northerly along said centerline to the intersection with the centerline of Fernwood Avenue; thence West along said centerline to the intersection with the centerline of Seminary Street; thence North along said centerline to the intersection with the centerline of Brown Street; thence East along said centerline to the intersection with the centerline of Dorothy Avenue; thence South along said centerline to the intersection with the centerline of Mayfield Avenue; thence East along said centerline to the intersection with the centerline of Willard Avenue; thence South along said centerline to the intersection with the centerline of Franor Street; thence East along said centerline to the intersection with the centerline of Rixon Street; thence Southerly along said centerline to the intersection with the centerline of Hillcrest Avenue; thence East along said centerline to the intersection with the centerline of Milton Road; thence Southeasterly along said centerline and the Southeasterly prolongation to the intersection with the centerline of West Saint Louis Avenue; thence along said centerline to the intersection with the centerline of Illinois Street; thence Northeasterly along said centerline to the intersection with the centerline of Holt Avenue; thence Southeasterly along said centerline to the intersection with the centerline of Virginia Street; thence Northeasterly along said centerline to the intersection with the centerline of an abandon Railroad, a/k/a Olin property described in book 4242, page 85, in the Madison County records; thence Easterly along said centerline to the intersection with the Southerly prolongation of the West R.O.W. of the Chicago, Missouri and Western Railroad property described in book 3418, page 85, in the Madison County records; thence Northwesterly along said Southerly prolongation and along said West R.O.W. to the North line of the Southeast Quarter, of the Northeast Quarter of Section 17 Township 5 North, Range 9 West of the third principal meridian; thence East along said line to the Southwest corner of Homer M. Adams Parkway R.O.W.; thence Northeasterly along said R.O.W. to the Northwest corner of a tract, owned by Olin described in book 4242, page 85, in the Madison County records, said point is also the centerline of the East Fork of Wood River; thence along said centerline Northeasterly, Easterly and Southeasterly to a point that is approximately 338 feet perpendicular to the centerline of Powder Mill Road; thence Northeasterly parallel to said centerline for approximately 1313 feet; thence Southeasterly for approximately 338 feet to the intersection with the centerline of Powder Mill Road; thence along said centerline Northeasterly and Northerly for approximately 4,650 feet to a point; thence East for approximately 1538 feet to the West R.O.W. line of the Wood River Drainage and Levee District (WRD&LD) along the East Fork of Wood

River; thence along said R.O.W. Southerly, Westerly and Southwesterly for approximately 8721 feet (1.6 miles) to the centerline of Powder Mill Road; thence Southwesterly along said centerline for 675 feet to the Southern R.O.W. line of the WRD&LD; thence Easterly along said R.O.W. approximately 1800 feet to centerline of Cooper Avenue; thence South along said centerline to the intersection with the centerline of East Main Street; thence Southwesterly and Westerly along said centerline to the intersection with the centerline of North Pence Street; thence North along said centerline and the Northerly prolongation to the intersection with the North R.O.W. line of Olin Industrial Drive; thence Westerly along said R.O.W. to the intersection with the Northerly prolongation of the East R.O.W. line of the Chicago, Missouri and Western Railroad as described in book 3418, page 85 in the Madison County records; thence Southeasterly along said R.O.W. to the South R.O.W. of Boynton Avenue; thence East along said R.O.W. to the West R.O.W. of the Gateway Eastern Railroad as described in book 3870, page 1086 in the Madison County records; thence North along said R.O.W. for approximately 181 feet; thence East for approximately 688 feet to the East R.O.W. of East Alton Avenue; thence Southeasterly along said R.O.W. to the intersection with then North R.O.W. of Grand Avenue; thence Northeasterly along said R.O.W. for approximately 138 feet to a point; thence Southeasterly and South running parallel to the East R.O.W. of East Alton Avenue a/k/a North Old St. Louis Road to a point on the South R.O.W. of Manning Avenue, said point is 138 feet East of the East R.O.W. of North Old St. Louis Road; thence East along said R.O.W. for approximately 91 feet; thence South to the North R.O.W. of Harnett Avenue; thence West along said R.O.W. for approximately 84 feet; thence South to the intersection with the South R.O.W. of Eckhard Avenue; thence Easterly along said R.O.W. to the Northeast corner of Lot 3 of Helmkamp Industrial Park Subdivision, recorded in plat cabinet 54, page 119, in the Madison County records; thence South along the East line of said Lot 3 and it's Southerly prolognation to the intersection with the East line of the Chicago, Missouri and Western Railroad property described in book 3418, page 85 of the Madison County records, said intersection is due West of the intersection of Haller Street and West Lorena Avenue; thence West to the Westerly R.O.W. of North Old St. Louis Road; thence Southeasterly along said R.O.W. for approximately 213 feet to the Northeast corner of a parcel described in document 2007R48166 in the Madison County records; thence Southwest and Southeast along said parcel line and the Southeasterly prolongation to the South R.O.W. of West Ferguson Avenue; thence Southwesterly and South along said R.O.W. and the Southern prolongation to the intersection with the centerline of West Madison Avenue; thence Easterly along said centerline to the intersection with the centerline of South 6th Street; thence South along said centerline to the intersection with the centerline of North Old Edwardsville Road; thence South and Southeasterly along said centerline to the intersection with the centerline of East 8th Street; thence East along said centerline to the intersection with the centerline of South Chaffer Avenue; thence North along said centerline to the intersection with the centerline of East Tydeman Avenue, said point is also on the North line of Section 35, Township 5 North, Range 9 West of the 3rd Principal Meridian; thence East along said North line a distance of 2632' to a point 8' West of the East/West centerline of Section 26 of said Township; thence North along a line 8' West of said centerline for a distance of 2640' to the North/South centerline of said section 26; thence West along said centerline to the Southwest corner of a tract of land described in document 2013R24153 in the Madison County records; thence North along the West line of said tract to the North R.O.W line of Illinois Route 143 (East Edwardsville Road), said point is also the South line of a tract of land described in document 2008R51205 in the Madison County records; thence along said line Northwesterly, Northeasterly and Southeasterly to the intersection with the West R.O.W. of Wesley Drive; thence along said West R.O.W. line Northeasterly, North and Northwesterly and the Northwesterly prolongation to the intersection with the North R.O.W. of Illinois Route 111 (Vaughn Road & Bellwood Drive); thence along said R.O.W. Northeasterly and Northerly to the intersection with the North R.O.W. line of Airline Drive; thence Easterly along said R.O.W. to the intersection with the Northwest R.O.W. of Terminal Drive; thence Northeasterly and North along said R.O.W. to the South R.O.W. of Civic Memorial Drive; thence Southwesterly along said R.O.W. and the Southwesterly prolongation to the West R.O.W. of North Bellwood Drive; thence North along said R.O.W. to the Southeast corner of Lot 1 in Bethalto Business Park, recorded in plat cabinet 60, page 169 in the Madison County records; thence West along the South line of said Subdivision to the East R.O.W. of State Route 255; thence Northwesterly along said R.O.W. to the North line of Lot 6 in said

Subdivision; thence Northeasterly along said North line and the Northeasterly prolongation to the East R.O.W. of Mechanical Drive; thence Northeasterly along said R.O.W. to the South R.O.W. of Bender Avenue; thence West along said R.O.W. to the Northeast corner of Lot 1 of Scott Subdivision, plat book 34, page 146 of the Madison County records; thence South along the East line of said Lot to the Southeast corner of said Lot; thence Westerly along the South line of said Lot and the Westerly prolongation to the East line of a tract of land recorded in book 3907, page 1211 of the Madison County records; thence South to the Southeast corner of said tract; thence West along the South line of said tract and its Westerly prolongation to the East R.O.W. line of State Route 255; thence North along said R.O.W. to the Southwest corner of a tract of land conveyed to IDOT in book 4370, page 2876 in the Madison County records; thence along said tract Easterly and Northerly and the Northerly prolongation to the North R.O.W. of Bender Avenue; thence West along said R.O.W. to the Southeast corner of Lot 53 in Wayside Estates, plat book 32, page 83 of the Madison County records; thence North, Northwest and Southwesterly along said Lot lines to the Southeast corner of Lot 50 in said Subdivision; thence West along the South line of said Lot 50 and Lot 49 to the intersection with the East R.O.W. of State Route 255; thence Northerly along said R.O.W. to the intersection with the South R.O.W. line of East MacArthur Drive; thence Southeasterly along said R.O.W. line to the intersection with the Northwest corner of a tract of land recorded in document 2012R40640 of the Madison County records; thence South and East along said tract to the intersection with the Northeast corner of Lot 21 in said Wayside Estates Subdivision; thence South along the East line of said Lot 21 and also the East line of Lots 20 and 19 to the intersection with the Northwest corner of a parcel described in document 2011R07313 in the Madison County records; thence East along said North line to the intersection with the West R.O.W. line of North Bellwood Drive, a/k/a Illinois State Route 111; thence South along said R.O.W. line to the intersection with the Northeast corner of a tract of land described in document 2006R47142 in the Madison County records; thence West, South and East along said tract to the intersection with the East R.O.W. of Illinois Route 111; thence South along said R.O.W. to the North R.O.W. of Civic Memorial Drive; thence Northeast along said R.O.W. to the intersection with the Northerly prolongation of the West R.O.W. line of Terminal Drive; thence Northeasterly along said R.O.W. for 350 feet, more or less to a point; thence turning 90 degrees Northwest for a distance of 350 feet, thence turning 90 degrees Southwest for a distance of 142 feet; thence turning 90 degrees Northwest for a distance of 150 feet; thence turning 90 degrees Northeast for a distance of 150 feet; thence turning 90 degrees Southeast for a distance of 550 feet to a point of intersection with the South R.O.W. line of Terminal Drive; thence Southwest along said R.O.W. to the East R.O.W. line of said Terminal Drive; thence South and Southwesterly along said R.O.W. to the North R.O.W. of Airline Drive; thence Southeasterly along said R.O.W. to the North line of Lot 2 of West Star Subdivision, plat cabinet 65, page 369 in the Madison County records; thence turning 90 degrees Northeast for a distance of 304.35', thence turning South for a distance of 155.06', thence 9 degrees West a distance of 20', thence 90 degrees South a distance of 50', thence 90 degrees East a distance of 20', thence turning 90 degrees South a distance of 100', thence turning 90 degrees West for a distance of 180', thence turning 90 degrees South for a distance of 187.5', thence turning 90 degrees East for a distance of 105', thence turning 90 degrees South for a distance of 671.95', thence turning due West for a distance of 110', thence turning Southeast for a distance of 677.05' to the South line of the Northwest Quarter of the Southwest Quarter of Section 13 Township 5 North, Range 9 West of the 3rd Principal Meridian; thence West along said South line to the intersection with the East R.O.W. of East Airline Drive; thence Northwesterly along said R.O.W. to the Southwest corner of Lot 8 in Civic Memorial Airport Authority Business Park, recorded in plat cabinet 49, page 185 in the Madison County records; thence Southwesterly along the Northeasterly prolongation of the South line of Lot 18 in said Subdivision and the South line of said Lot 18 to the East R.O.W. line of Skyway Court; thence Northerly and Easterly along said R.O.W. and the Easterly prolongation to the East R.O.W. of East Airline Drive; thence Southerly along said R.O.W. to the Southwest corner of Lot 8 in said Subdivision; thence along said Lot line Northeasterly, North and the Northerly prolongation to the Northwest corner of Lot 4 in said Subdivision (now part Lot 2 of West Star Subdivision); thence Northeasterly to the most Easterly corner of Lot 1 in West Star Subdivision, recorded in plat cabinet 65, page 369 in the Madison County records, said point is also on the Southwest R.O.W. of Airline Court; thence Northwesterly along said R.O.W. to the intersection



with the West R.O.W. of South Bellwood Drive (Illinois Route 111); thence South and Southwest along said R.O.W. to the East R.O.W. of Wesley Drive; thence Southeasterly along said R.O.W. to the intersection with the Northwest corner of Lot 1 of Boos Plaza Subdivision, plat cabinet 63, page 363; thence along said Lot line East, Southeasterly and the Southeasterly prolongation to the Northeast corner of a tract of land described in document 2009R50992 in Madison County records; thence continuing Southeasterly along the East line of said tract to the North R.O.W. of Rock Hill Road; thence Southwesterly and Westerly along said R.O.W. to the East R.O.W. of Wesley Drive; thence Southwesterly along said R.O.W. to the South R.O.W. of Old Alton Edwardsville Road; thence Southeasterly along said R.O.W. to the Northeast corner of Lot 2 of Auto Court Subdivision, plat cabinet 65, page 147 in Madison County records; thence Southwesterly along the East line of said lot to the intersection with the North R.O.W. line of East Edwardsville Road (Illinois Route 143); thence Northwesterly along said R.O.W. to the intersection with the East and West centerline of Section 26, Township 5 North, Range 9 West of the 3rd Principal Meridian; thence South along said centerline to the North line of Section 35 of said Township; thence East along said line to the intersection with the centerline of State Route 255; thence Northwest along said centerline to its intersection with the South R.O.W. line of State Route 143 (Edwardsville Road); thence Northwest along said R.O.W. to the West line of Section 25 in said Township; thence North along said Section line to the Northwest corner of a tract of land described in document 2008R53901 in Madison County records; thence along said tract East, Southeast and Southwest to the North R.O.W. of State Route 143; thence Southeasterly along said R.O.W. to the Southwest corner of a tract of land described in book 4275, page 629 in the Madison County records; thence Northerly along the West line of said tract and its Northerly prolongation to the Northwest corner of a tract of land acquired by IDOT by Court Case #94-ED-14, signed 8-29-1994; thence Southeasterly at an interior angel of 90 degrees to the centerline of State Route 255; thence Northwest along said centerline to the intersection with the Westerly prolongation of the South line of a tract of land described in document 2008R40337; thence East along said line to the East R.O.W. of State Route 255; thence Southeast along said R.O.W. to the intersection with the North R.O.W. of State Route 143; thence Southeast along said R.O.W. to the intersection with the East/West centerline of Section 25 in said Township; thence South along said line and the East/West centerline of Section 36 in said Township to the center of section 36; thence East along the North/South centerline of Section 36 a distance of 405 feet to a point; thence South a distance of 1141.5 feet; thence West a distance of 405 feet to the North/South centerline of said Section 36; thence South along said centerline to its intersection with the centerline of the Norfolk & Western Railroad R.O.W. as described in book 3202, page 798 in the Madison County records; thence Southeasterly along said centerline to the intersection with the centerline of Wanda Road; thence South along said centerline to the intersection with the centerline of Madison Avenue; thence West along said centerline to the East R.O.W. of Hedge Road; thence South along said R.O.W. to the intersection with the Easterly prolongation of the South line of a tract of land described in document 2013R45010 in the Madison County records; thence West along said prolongation and South line of said tract to the Southwest corner thereof; thence North and East along said tract to the intersection with the West R.O.W. of Hedge Road; thence North along said R.O.W. to the intersection with the centerline of Madison Avenue; thence West along said centerline to a point of intersection with the Northerly prolongation of the centerline of Melrose Avenue; thence South along said prolongation to the intersection with the North R.O.W. of said Melrose Avenue; thence West along said R.O.W. to the intersection with the centerline of the alley between Melrose Avenue and Velma Avenue; thence South along said centerline to the East prolongation of the South line of Lot 25 in Waverly Place Subdivision, recorded in plat book 14, page 17 in the Madison County records; thence West along said prolongation, South line and Westerly prolongation to the centerline of Velma Avenue; thence South and Southwesterly along said centerline to a point of intersection with the centerline of Illinois Route 111; thence Southeasterly along said centerline to the intersection with the centerline of Daniel Boone Trail; thence Easterly along said centerline to the intersection with the centerline of Sinclair Avenue; thence South along said centerline to the intersection with the Easterly prolongation of the South line of Lot 24, Block 2, in the Second Addition to Gonterman Place, recorded in plat book 16, page 22 in the Madison County records; thence Westerly along said prolongation and the South Lot line and the Westerly prolongation to the intersection with the East R.O.W.

of State Route 111; thence South along said R.O.W. to the Southwest corner of a tract of land described in book 2472 page 366 in the Madison County records; thence along said tract East, North and the Northerly prolongation to the South line of Lot 15, Block 3 in said Subdivision; thence Easterly along said line and the Easterly prolongation to the West R.O.W. of Cemetery Road; thence South along said R.O.W. to a point 8 feet North of the South line of Section 1, Township 4 North, Range 9 West of the 3rd Principal Meridian; thence Easterly and parallel to said South line to the intersection with the West line of Lot 7 in Signature Industrial Park Subdivision recorded in plat cabinet 65, page 177 in the Madison County records; thence along said Lot line North, Northeasterly, Easterly, Southerly and Westerly to the Southwest corner thereof; thence Westerly along the South line of said Section 1 to the intersection with the West R.O.W. of Cemetery Road; thence South along said R.O.W. to the North R.O.W. of Wagon Wheel Road; thence Southeasterly to a point on the Northwest corner of a tract of land described in document 2008R35332 and the South R.O.W. of Wagon Wheel Road; thence Easterly along said R.O.W. to the Northeast corner of a tract of land described in book 4245, page 257 in the Madison County records; thence along said tract South and West to the East line of said tract of land described in document 2008R35332; thence South along the East line of said tract and the Southerly prolongation to the Southeast corner of a tract of land described in document 2011R06831 recorded in Madison County records; thence West along the South line of said tract and the Westerly prolongation to the East R.O.W. of Cemetery Road; thence North along said R.O.W. to the intersection with the Northwest corner of said tract of land described in document 2008R35332; thence Northwesterly to the Northeast corner of a tract of land described in document 2010R41959, said point is also on the South R.O.W. line of Wagon Wheel Road; thence West along said R.O.W. to the East R.O.W. line of Illinois Route 111; thence South along said R.O.W. to the North line of a tract of land described in book 3605, page 282; thence along said tract East, South and West and the Westerly prolongation to the West R.O.W. of State Route 111; thence North along said R.O.W. to the intersection with the North line of the South half of Section 11, Township 4 North, Range 9 West of the 3rd Principal Meridian; thence Westerly along said line and along the North line of the South half of Section 10 in said Township to the East R.O.W. of the Norfolk & Western Railroad as described in book 3202, page 798 in the Madison County records; thence Southwesterly along said R.O.W. for approximately 605 feet; thence East for approximately 440 feet; thence South following this direction for approximately 600 feet to the North line of the Southwest Quarter of the Southwest Quarter of Section 10 in said Township; thence East along said North line approximately 1120 feet; thence South approximately 295 feet; thence East a distance of 341.50 feet; thence South a distance of 361.50 feet; thence West a distance of 361.50 feet; thence North to a point falling 20 feet South of the North line of the Southwest Quarter of the Southwest Quarter of said Section 10; thence West for a distance of approximately 1100 feet to a line 440 feet East and parallel with the East R.O.W. of the Norfolk & Western Railroad; thence Southwest along said parallel line a distance of approximately 700 feet; thence Northwesterly for approximately 440 feet to the East R.O.W. of said Norfolk & Western Railroad; thence Southwesterly along said R.O.W. to the Northwest corner of a tract of land described in book 4171, page 2233 in the Madison County record; thence Southeasterly along the North line of said tract to the East line of Section 16 in said Township; thence South along said line to the intersection with the Southwest R.O.W. of New Poag Road; thence Southwesterly along said tract approximately 1060 feet; thence at a 90 degree turn Northwesterly approximately 880 feet; thence at a 90 degree turn Southwesterly approximately 440 feet; thence at a 90 degree turn Northwesterly approximately 413 feet to the West line of the said Norfolk & Western Railroad R.O.W.; thence Northeasterly along said R.O.W. for approximately 3960 feet; thence West to the West R.O.W. of State Route 3; thence Northerly along said R.O.W. to the North R.O.W. of Piasa Lane; thence West along said R.O.W. to the intersection with the East R.O.W. of the Levee Road; thence Northerly along said R.O.W. to the intersection with the West R.O.W. of State Route 3; thence Northerly along said R.O.W. to the Southeast corner of a tract of land described in document 2008R40337 in the Madison County records; thence along said tract West, South, West, Northerly, East, South and East to the West R.O.W. of State Route 3; thence Northerly along said R.O.W. to the Southeast corner of a tract of land described in book 4450, page 1761; thence Northwest along the South line of said tract to the Southwest corner thereof, said point is also on the South R.O.W. of River Heritage Parkway (State Route 143); thence Northwesterly along said R.O.W. to the Northeast corner of a



tract of land described in book 3537, page 1586 in the Madison County records; thence Southerly along said tract to the East bank of the Mississippi River; thence Northerly along said East bank to the South line of a tract of land described in book 4480, page 664; thence Northeasterly along said tract to the West R.O.W. of Illinois Route 3 (West Broadway); thence Northwesterly along said R.O.W. to the Northeast corner of a tract of land describe in document 2005R28850; thence along said tract Southwesterly, Northwesterly and the Northwest prolongation to the Point of Beginning.

The Enterprise Zone excludes 3 parcels of designated Wetlands described as follows:

Parcel No.1

A tract of land located in the Northwest quarter of Section 28, Township 5 North, Range 9 West of the Third Principal Meridian within the Corporate Limits of the City of Wood River, Madison County, Illinois, more fully described as follows:

Beginning at the northeast corner of Lot 1 in Envirotech Business Park (Plat Cabinet 60, page 47); thence measure North 88 degrees 31 minutes 19 seconds East from said beginning point along the south right-of-way line of DuBois Trail a distance of 50.63 feet to a point of curve; thence easterly along a curve to the right having a radius of 60.00 feet, a central angle of 41 degrees 24 minutes 35 seconds and an arc distance of 43.36 feet to a point of reverse curve; thence northeasterly along a curve to the left having a radius of 60.00 feet, a central angle of 109 degrees 58 minutes 51 seconds and an arc distance of 115.17 feet; thence South 70 degrees 02 minutes 58 seconds East a distance of 370.91 feet; thence South 0 degrees 58 minutes 18 seconds East a distance of 286.58 feet to the north right-of-way line of Illinois Route 143 (Berm Highway); thence westerly along said right-a-way line and along a curve to the right having a radius of 3 719.72 feet, a central angle of 8 degrees 13 minutes 07 seconds and an arc distance of 533.56 feet; thence North 1 degrees 28 minutes 41 seconds West a distance of 483.25 feet to the Point of Beginning.

Containing 5.01 acres.

Parcel No.2

A tract of land located in the Northwest quarter of Section 28, Township 5 north, Range 9 west of the Third Principal Meridian within the corporate limits of the City of Wood River, Madison County, Illinois, more fully described as follows:

Commencing at the northwest corner of the Northwest quarter of Section 28; thence measure north 87 degrees 19 minutes 10 seconds east (assumed bearing) along the north line of said quarter section a distance of 1111.03 feet to the Point of Beginning of the following described tract:

Thence continuing north 87 degrees 19 minutes 10 seconds east along said north line from said beginning point a distance of 30.41 feet to a point on the west right-of-way line of Illinois Route 3 (F.A. Route 4); thence southerly along said west right-of-way line and along a curve to the left having a radius of 5819.65 feet, a central angle of 1 degree 48 minutes 43 seconds and an arc distance of 184.04 feet; thence south 75 degrees 58 minutes 50 seconds west along said right-of-way line a distance of 69.25 feet; thence south 24 degrees 01 minutes 00 seconds east along said right-of-way line a distance of 84.62 feet; thence south 2 degrees 09 minutes 00 seconds east along said right-of-way line a distance of 91.84 feet; thence south 27 degrees 57 minutes 00 seconds west along said right-of-way line a distance of 263.31 feet; thence south 7 degrees 55 minutes 00 seconds west along said right-of-way line a distance of 167.66 feet; thence south 29 degrees 07 minutes 00 seconds east along said right-of-way line a distance of 120.01 feet; thence south 59 degrees 13 minutes 00 seconds east along said right-of-way line a distance of 105.94 feet; thence south 76 degrees 28 minutes 00 seconds east a distance of 254.08 feet; thence south 24 degrees 20 minutes 58

seconds east along said right-of-way line a distance of 442.00 feet; thence south 22 degrees 55 minutes 11 seconds west along said right-of-way line a distance of 54.62 feet to a point on the north right-of-way line of Illinois Route 143 (Berm Highway); thence South 69 degrees 31 minutes 04 seconds west along said right-of-way line a distance of 82.66 feet to a point of curve; thence westerly along said right-of-way line along a curve to the right having a radius of 3719.72 feet, a central angle of 8 degrees 06 minutes 05 seconds and an arc distance of 525.96 feet; thence north 0 degrees 58 minutes 18 seconds west a distance of 690.58 feet; thence north 22 degrees 26 minutes 16 seconds west a distance of 327.29 feet; thence north 1 degree 13 minutes 53 seconds west a distance of 446.45 feet; thence north 10 degrees 17 minutes 20 seconds east a distance of 235.00 feet; thence north 22 degrees 37 minutes 12 seconds east a distance of 375.17 feet to the point of beginning.

Containing 13.53 acres.

#### Parcel No.3

A tract of land located in Sections 20,21 and 29, Township 5 north, Range 9 west of the Third Principal Meridian within the corporate limits of the City of Wood River, Madison County, Illinois, more fully described as follows:

Commencing at the southwest corner of the southwest quarter of Section 21; thence measure north 87 degrees 19 minutes 10 seconds east (assumed bearing) along the south line of the southwest quarter of Section 21 a distance of 344.82 feet; thence north a distance of 30.06 feet to the Point of Beginning of the following described tract:

Thence north 62 degrees 58 minutes 22 seconds west from said beginning point a distance of 225.04 feet; thence south 48 degrees 01 minutes 25 seconds west a distance of 111.83 feet; thence south 75 degrees 29 minutes 33 seconds west a distance of 75.11 feet; thence north 79 degrees 02 minutes 49 seconds west a distance of 319.05 feet; thence north 38 degrees 19 minutes 40 seconds west a distance of 108.90 feet; thence south 88 degrees 07 minutes 43 seconds west a distance of 243.11 feet; thence south 47 degrees 02 minutes 32 seconds west a distance of 670.84 feet; thence north 90 degrees 00 minutes 00 seconds west a distance of 79.10 feet; thence north 00 degrees 00 minutes 00 seconds east a distance of 262.80 feet; thence north 89 degrees 56 minutes 00 seconds east a distance of 112.80 feet; thence north 51 degrees 35 minutes 30 seconds east a distance of 351.20 feet; thence north 09 degrees 44 minutes 30 seconds west a distance of 202.72 feet; thence north 12 degrees 39 minutes 30 seconds east a distance of 189.93 feet; thence north 29 degrees 27 minutes 30 seconds east a distance of 515.63 feet; thence north 00 degrees 04 minutes 30 seconds west a distance of 911.28 feet to the south right-of-way line of the Norfolk & Western Railroad; thence south 55 degrees 22 minutes 50 seconds east a distance of 1093.66 feet; thence south 40 degrees 50 minutes 22 seconds west along said right-of-way line a distance of 113.74 feet; thence south 35 degrees 53 minutes 14 seconds east a distance of 120 feet to a point of curve; thence southerly along a curve to the right having a radius of 370.00 feet, a central angle of 95 degrees 10 minutes 29 seconds, and an arc distance of 614.61 feet; thence south 59 degrees 17 minutes 15 seconds west a distance of 225.00 feet; thence south 41 degrees 55 minutes 23 seconds east a distance of 140.00 feet; thence south 56 degrees 37 minutes 59 seconds east a distance of 260.00 feet; thence south 00 degrees 00 minutes 00 seconds west a distance of 214.41 feet to the Point of Beginning.

Containing 36.60 acres.

**EXHIBIT D**  
**ENTERPRISE ZONE APPLICATION FOR NEW DESIGNATION**  
**Qualifying Criteria**

Required Tests: The Area Must Meet at Least Three of the Following Tests

- 21) **Unemployment:** All or part of the local labor market area has had an annual average unemployment rate of at least 120% of the State's annual average unemployment rate for the most recent calendar year or the most recent fiscal year as reported by the Department of Employment Security.
- 22) **Substantial Employment Opportunities:** Designation will result in the development of substantial employment opportunities by creating or retaining a minimum aggregate of 1,000 full-time equivalent jobs due to an aggregate investment of \$100,000,000 or more, and will help alleviate the effects of poverty and unemployment within the local labor market area.
- 23) **Poverty:** All or part of the local labor market area has a poverty rate of at least 20% according to the latest data from the U.S. Census Bureau, 50% or more of children in the local labor market area are eligible to participate in the federal free or reduced-price meals program according to reported statistics from the State Board of Education, or 20% or more households in the local labor market area receive food stamps according to the latest data from the U.S. Census Bureau.
- 24) **Abandoned Coal Mine, Brownfield or Federal Disaster Area:** An abandoned coal mine or a brownfield located in the proposed zone area, or all or a portion of the proposed zone was declared a federal disaster area in the 3 years preceding the date of application.
- 25) **Large Scale Business Closings:** The local labor market area contains a presence of large employers that have downsized over the years, labor market area has experienced plant closures in the 5 years prior to the date of application affecting more 50 workers, or the local labor market area has experienced State or federal facility closures in the 5 years prior to the date of application affecting more than 50 workers.
- 26) **Vacant Structures:** Based on data from Multiple Listing information or other suitable sources, the local labor market area contains a high floor vacancy rate of industrial or commercial properties, vacant or demolished commercial and industrial structures are prevalent in the local labor market area, or industrial structures in the local labor market area are not used because of age, deterioration, relocation of the former occupants, or cessation of operation.
- 27) **Tax Base Improvement Plan:** The applicant demonstrates a substantial plan for using the designation to improve the State and local government tax base, including income, sales, and property taxes.
- 28) **Public Infrastructure Improvement Plan:** Significant public infrastructure is present in the local labor market area in addition to a plan for infrastructure development and improvement.
- 29) **Manufacturing Skills Programs:** High schools or community colleges located within the local labor market area are engaged in ACT Work Keys, Manufacturing Skills Standard Certification, or industry-based credentials that prepare students careers.
- 30) **Equalized Assessed Valuation:** The increase (decrease) in equalized assessed valuation of industrial and/or commercial properties in the 5 years prior to the date of application in the local labor market area is equal to or less than (greater than) 50% of the State average increase (decrease) in equalized valuation for industrial and/or commercial properties, as applicable, for the same period of time as reported by the Illinois Department of Revenue.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF MADISON, THE  
CITY OF ALTON, THE VILLAGE OF BETHALTO, THE VILLAGE OF EAST ALTON, THE  
VILLAGE OF HARTFORD, THE VILLAGE OF ROXANA, THE VILLAGE OF SOUTH  
ROXANA, AND THE CITY OF WOOD RIVER**

This Intergovernmental Agreement (hereinafter referred to as the "Agreement") is entered into by and between the County of Madison, a unit of local government in the State of Illinois, acting through its County Board (hereinafter referred to as the "County") and the City of Alton, an Illinois municipal corporation, acting through its Mayor and City Council (hereinafter referred to as "Alton"); the Village of Bethalto, an Illinois municipal corporation, acting through its Village President and Village Trustees (hereinafter referred to as "Bethalto"); the Village of East Alton, an Illinois municipal corporation, acting through its Village President and Village Trustees (hereinafter referred to as "East Alton"); the Village of Hartford, an Illinois municipal corporation, acting through its Village President and Village Trustees (hereinafter referred to as "Hartford"); the Village of Roxana, an Illinois municipal corporation, acting through its Village President and Village Trustees (hereinafter referred to as "Roxana"); the Village of South Roxana, an Illinois municipal corporation, acting through its Village President and Village Trustees (hereinafter referred to as "South Roxana"); and the City of Wood River, an Illinois municipal corporation, acting through its Mayor and City Council (hereinafter referred to as "Wood River"), (hereinafter referred to collectively as the "Municipalities"):

**WITNESSETH:**

**WHEREAS**, the County and the Municipalities are units of government as provided by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., and therefore have authority to enter into Intergovernmental Agreements with other governmental bodies for the joint exercise of powers, privileges and authorities; and,

**WHEREAS**, pursuant to 20 ILCS 655/1 et. seq. (formerly Ill. Rev. Stat. 1991, ch. 67 1/2, Section 601 et. seq.) (the "Act"), the State of Illinois authorized the creation of enterprise zones, together with certain incentive programs; and,

**WHEREAS**, pursuant to the Act, the County and Municipalities created and amended, from time to time, the Original Riverbend Enterprise Zone, which included certain real estate located in the County and Municipalities; and,

**WHEREAS**, in connection with the creation of the Original Riverbend Enterprise Zone, the County and the Municipalities adopted certain real estate tax abatement incentives, retail sales tax exemption incentives, and other incentives authorized under the Act, that promoted economic growth, encouraged economic development, created and retained jobs, and reduced unemployment in the area of the County and Municipalities; and,

**WHEREAS**, the County and the Municipalities extended the term, boundaries and incentives provided for in the Riverbend Enterprise Zone, and in connection therewith the term of the Original Riverbend Enterprise Zone was extended to and will terminate on December 31, 2016 pursuant to the Act; and,

**WHEREAS**, the Original Riverbend Enterprise Zone in fact accomplished, in part, the public purpose of promoting economic growth of the community and protecting the health, safety and welfare of the community by encouraging public and private investment, promoting job creation and job retention, and conserving the health, safety and welfare of the community; and,

**WHEREAS**, there continue to be certain areas in the County that need the particular attention of government, business and labor to attract private sector investments and directly aid the entire region and the residents thereof; and,

**WHEREAS**, a disproportionate number of residents within the County and Municipalities, for several years have suffered pervasive poverty, unemployment and economic distress, related to the prolonged national recession, shifts of industries throughout the County, and a variety of other economic factors negatively affecting the incorporated and unincorporated areas of the County and Municipalities; and,

**WHEREAS**, the members of this duly constituted legislative body are cognizant of the distressed conditions existing within this area and desire to alleviate these distressed conditions, to build upon the past public and private investments and accomplishments arising out of the Original Riverbend Enterprise Zone, to further pursue the public purpose of promoting economic and employment growth of the community and to protect the health, safety and welfare of the community; and,

**WHEREAS**, the Municipalities have indicated their willingness and desire to cooperate with the County in designating portions of their municipalities as well as unincorporated areas in the County as an Enterprise Zone; and,

**WHEREAS**, pursuant to Public Act 97-905, the State of Illinois amended the Act to provide for the creation of enterprise zones after the natural termination of an enterprise zone created earlier under the Act, and in connection therewith, the County and the Municipalities may apply with and obtain designation from the Illinois Department of Commerce and Economic Opportunity (the "Department" or "DCEO") to establish an Enterprise Zone encompassing a part of the unincorporated area of the County and a part of the Municipalities after December 31, 2016; and,

**WHEREAS**, pursuant to this Agreement, the County and the Municipalities authorize the filing of an application with the State of Illinois Department of Commerce and Economic Opportunity to designate, enact and create the Riverbend Enterprise Zone (hereinafter referred to as the "Enterprise Zone Application") under the provisions of the Act, to create the Riverbend Enterprise Zone (the "Enterprise Zone") to include certain real estate within the County of Madison, Illinois, the City of Alton, Illinois, the Village of Bethalto, Illinois, the Village of East Alton, Illinois, the Village of Hartford, Illinois, the Village of Roxana, Illinois, the Village of South Roxana, Illinois, and the City of Wood River, Illinois for the purpose of encouraging economic development, job creation and job retention in the region, and to conserve the health, safety and welfare of the community, said real estate being more fully described in the attached Exhibit A and Exhibit B (the "Enterprise Zone Area"); and,

**WHEREAS**, the County and the Municipalities hereby find that the creation of the Enterprise Zone as set forth herein is necessary for the continued economic growth and job creation of the region, and is necessary to promote and conserve the public health, safety and welfare of the region; and,

**WHEREAS**, the County and the Municipalities find that the designation of the Enterprise Zone pursuant to the Act and this Agreement depend upon community support, cooperation and the offering of the benefits of the Enterprise Zone; and,

**WHEREAS**, the County and Municipalities desire to memorialize their respective agreement for the creation, designation, and development of the Enterprise Zone, all as more fully stated herein.

**NOW, THEREFORE**, in consideration of the mutual agreements hereinafter made, the recitals of fact herein above set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**SECTION 1: Incorporation:** The findings and recitals made in the prefatory portion of this Agreement are hereby adopted by the County and the Municipalities.

**SECTION 2: Establishment of Enterprise Zone:** Subject to the certification and approval of the Department, the County and the Municipalities, in a joint exercise of their powers pursuant to the Intergovernmental Cooperation Act do hereby establish an enterprise zone under the Act encompassing the Enterprise Zone Area, as legally described in Exhibit B.

**SECTION 3: Designation of Enterprise Zone:** The Enterprise Zone Area described in Exhibit B is hereby designated as the Riverbend Enterprise Zone, subject to the certification and approval of the Department.

**SECTION 4: Declarations to the Department:** The County and the Municipalities hereby declare and further certify that:

- (f) The Enterprise Zone Area is qualified for designation as an enterprise zone pursuant to the Act; and,
- (g) Pursuant to 20 ILCS 655/4 (a) & (e), the Enterprise Zone Area is a contiguous area comprised of part of the unincorporated areas of Madison County, Illinois and a part of the Municipalities, and is bound by a solid, clearly-defined, continuous boundary, provided that the Enterprise Zone Area may exclude wholly surrounded territory within its boundaries; and,
- (h) Pursuant to 20 ILCS 655/4 (b), the Enterprise Zone Area comprises a minimum of one-half (1/2) square mile and not more than fifteen (15) square miles in total area, and any connecting strips are not less than three (3) feet nor more than ten (10) feet in width; and,
- (i) The Enterprise Zone Area addresses a reasonable need to encompass portions of the County and the Municipalities; and,
- (j) The Enterprise Zone Area meets the requirements of 20 ILCS 655/4 (f) in that the Enterprise Zone Area satisfies at least three (3) of the ten (10) criteria established by the Department as set forth in Exhibit B.

**SECTION 5: Term:** Pursuant to the Act and subject to the certification of the Department, the Riverbend Enterprise Zone shall be and become effective for a period of fifteen (15) calendar years beginning on January 1, 2016 and ending December 31, 2030, unless sooner rescinded or as otherwise amended, on the date that the Enterprise Zone Area is designated an enterprise zone by the Department, in accordance with law.

**SECTION 6: Enterprise Zone Management Organization:** Upon designation as an enterprise zone by the Department, a Management Organization comprised of the Chairman of the Madison County Board; the Mayors of the City of Alton and the City of Wood River; and the Village Presidents of the Village of Bethalto, the Village of East Alton, the Village of Hartford, the Village of Roxana and the Village of South Roxana, will be formed. This Management Organization will be the governing body of the Enterprise Zone and will be responsible for all decisions within the Enterprise Zone. The County Board Chairman will be the Chairman of the Management Organization. Decisions on zone projects will be made in the following manner:

- (c) The Chairman of the Management Organization will not vote except to break a tie; and,

- (d) The Zone Administrator will be the individual who will be responsible for the day-to-day implementations within the Enterprise Zone and will be the liaison between the Management Organization, the Economic Development Committee, and DCEO.

**SECTION 7: Enterprise Zone Administrator:** The position of “Zone Administrator” is hereby created. Upon designation as an enterprise zone by the Department, the Management Organization shall appoint an administrator for the Riverbend Enterprise Zone (the “Zone Administrator”), who shall be an employee or officer of the County. The Zone Administrator shall be responsible for the administration of the Riverbend Enterprise Zone, including the implementation of this Agreement and compliance with the Act and applicable laws, regulations and policies of the Department; shall have those powers and duties as set forth in the Act; and shall:

- (p) Supervise the implementation of the provisions of this Agreement and the Illinois Enterprise Zone Act.
- (q) Act as a liaison between the County, the Municipalities, the Department, the Illinois Department of Revenue (the “IDOR”); and other state, federal and local agencies, whether public or private.
- (r) Conduct an ongoing evaluation of the Enterprise Zone program and submit such evaluative reports on at least an annual basis to the Management Organization.
- (s) Promote the coordination of other relevant programs, including, but not limited to, housing, community and economic development, small business, financial assistance and employment training within the Enterprise Zone.
- (t) Have the authority to appoint personnel as appropriate to assure the smooth operation of the Enterprise Zone subject to approval by the Management Organization.
- (u) Develop and recommend a comprehensive planning program for the Enterprise Zone.
- (v) Establish and chair an Economic Development Committee that will serve as the primary technical and professional vehicle for triggering the implementation of the Enterprise Zone program objectives.
- (w) Examine and recommend local incentives, benefits and programs to accomplish stated objectives, to stimulate economic activity in the Enterprise Zone and to address impediments to capital investments.
- (x) Develop and analyze social, physical and economic data regarding population trends; labor force; land use patterns; size, type, capacity and status of existing residential, commercial, industrial and manufacturing facilities within the Enterprise Zone; infrastructure availability and condition, and other factors pertaining the community planning; and, to recommend planning-related actions.
- (y) Recommend necessary legislative and administrative controls for guiding Enterprise Zone development, including planned capital improvements.
- (z) Review supportive planning studies and reports to insure technical proficiency.
- (aa) Coordinate planning activities and program implementation with other county and/or city or village departments and department programs.
- (bb) Collect and analyze data and submit reports required by the Department on a timely basis.
- (cc) Act as program manager responsible for the Enterprise Zone’s day-to-day operations.
- (dd) Have other such duties as specified by either the County Board Chairman or the Management Organization.

The Zone Administrator shall be responsible for the duties and tasks listed above. To accomplish these duties and tasks, the Zone Administrator, with the approval of the Management Organization, may appoint an Assistant Zone Administrator, and may receive technical and professional support from professionals as approved by the Management Organization.

**SECTION 8: Economic Development Committee:** The following activities have been identified as the initial program of work for the Economic Development Committee:

- (m) To identify available sites for locating new businesses and prepare documentation with specifics on each site.
- (n) To identify vacant and underused buildings available for business and industrial use and prepare documentation with specifics on each building.
- (o) To market available sites and buildings to attract new and/or induce expansion of business and industry within the Enterprise Zone.
- (p) To work with area and state organizations to promote tourism in the Riverbend and Southwestern Illinois areas.
- (q) To encourage modifications in county, city and village zoning and building standards as appropriate to further the purposes of the Enterprise Zone plan.
- (r) To examine and recommend local incentives and programs to accomplish Enterprise Zone program objectives.
- (s) To hold educational forums and programs for Enterprise Zone businesses and residents to explain and promote program benefits and incentives.
- (t) To coordinate Enterprise Zone development planning and implementation with other relevant programs, including, but not limited to, housing, community and economic development, small business, financial assistance and employment training within the Enterprise Zone.
- (u) To coordinate with business and industry to identify State regulations or restrictions that adversely affect economic development within the Enterprise Zone and relay this information to the DCEO to aid in easing the regulations and restrictions.
- (v) To coordinate available and future economic development incentives within the Enterprise Zone by "networking" with the professionals, developers and realtors and maintaining contact with previous plant locations as well as prospects.
- (w) To assist businesses and Enterprise Zone residents in receiving available local, State or Federal economic development incentives and benefits.
- (x) To participate in the development and implementation of a business retention program.

**SECTION 9: Incentives:**

- (d) State Enterprise Zone Incentives: The County and Municipalities authorize the extension and utilization of any and all state incentives, tax exemptions and other inducements authorized under applicable Illinois law, the Act and/or the rules and regulations of the Department or other applicable state agency by and for all residential, commercial, industrial and manufacturing projects located within the Enterprise Zone Area. If the term of any state incentive, tax exemption or other inducement authorized under applicable Illinois law, the Act and/or the rules and regulations of the Department or other applicable state agency has not expired as of December 31, 2016 on any qualified residential, commercial, industrial or manufacturing project located in the Original Riverbend Enterprise Zone, then such state incentive, tax exemption and other inducement shall



not terminate, but shall instead continue in full force and effect until the natural termination of such state incentive, tax exemption or other inducement authorized under applicable Illinois law, the Act and/or the rules and regulations of the Department or other applicable state agency.

- (e) Sales Tax: Pursuant to applicable law, the County and the Municipalities authorize each retailer in Illinois who makes a sale of building materials to be permanently affixed and incorporated into real estate located within the Enterprise Zone Area, as amended from time to time, by remodeling, reconstruction or new construction may deduct receipts from such sales when calculating the retail sales tax imposed by the State of Illinois under and pursuant to the Illinois Retailer's Occupation Tax Act. The deduction allowed hereby shall be limited to and shall only apply to any remodeling, rehabilitation or new construction of a qualified residential, commercial, industrial, or manufacturing project which complies with the following conditions:

- 1) The claimant must obtain an Applicant I.D. Number from the IDOR website [www.tax.illinois.gov](http://www.tax.illinois.gov).
- 2) The claimant must file with the Zone Administrator the following information on the form provided by the Zone Administrator:
  - i. the name and address of the contractor(s), subcontractor or other entity(s);
  - ii. the name and number of the enterprise zone;
  - iii. the name and location or address of the building project in the enterprise zone;
  - iv. the estimated amount of the exemption for the claimant or claimant's contractor, subcontractor or other entity for which a request for Exemption Certificate is made, based on a stated estimated average tax rate and the percentage of the contract that consists of building materials;
  - v. the period of time over which building materials for the project are expected to be purchased; and,
  - vi. other reasonable information as the Zone Administrator may require.
- 3) The Zone Administrator will then request (by providing the above information on the IDOR website) IDOR to issue an Enterprise Zone Building Materials Exemption Certificate for the claimant or claimant's contractor, subcontractor or other entity identified by the Zone Administrator.
- 4) IDOR shall issue the Enterprise Zone Building Materials Exemption Certificate directly to the claimant or claimant's contractor, subcontractor or other entity. IDOR shall also provide the Zone Administrator with a copy of each Exemption Certificate issued. This Exemption Certificate is the evidence from IDOR that the Exemption is applicable and secures the Exemption and related tax incentive savings to the claimant.
- 5) As to each vendor or seller of the building materials, the claimant or claimant's contractor, subcontractor or other entity must provide to the vendor/seller of the building material a completed IDOR Form EZ-1 containing the following information:
  - i. a statement that the building materials are being purchased for incorporation into real estate located in an Illinois enterprise zone;
  - ii. the location or address of the real estate into which the building materials will be incorporated;
  - iii. the name of the enterprise zone in which that real estate is located;
  - iv. a description of the building materials being purchased;
  - v. the purchaser's Enterprise Zone Building Materials Exemption Certificate number issued by IDOR;
  - vi. the purchaser's signature and date of purchase.

- 6) IDOR may deny any entity the Enterprise Zone Building Materials Exemption Certificate if such entity owes any tax liability to the State of Illinois.
- (f) Property Tax Abatement: Each unit of local government authorized by applicable law to levy ad valorem taxes upon real estate and improvements thereon located in the Enterprise Zone Area may adopt an ordinance or resolution abating the ad valorem taxes subject to the following conditions:
- 1) The abatement shall be one hundred percent (100%) of the ad valorem taxes on real property or any class thereof located within the Enterprise Zone Area, as amended from time to time.
  - 2) The abatement shall apply only to the ad valorem taxes generated by an increase in assessed valuation resulting from the remodeling, rehabilitation or new construction of improvements or projects for commercial, industrial or manufacturing use.
  - 3) The abatement shall apply for the assessment year in which the remodeling, rehabilitation or new construction of the improvements or projects are made, and the three assessment years immediately following the year in which the remodeling, rehabilitation or new construction of the improvements or projects are made.
  - 4) The abatement of real estate taxes on any parcel shall not exceed the amount attributable to the construction of the improvements on the parcel of real estate, or the renovation or rehabilitation of existing improvements on such parcel of real estate.
  - 5) While the abatement is in effect, all ad valorem taxes resulting from the equalized assessed valuation for such real property for that tax year immediately preceding the remodeling, rehabilitation or new construction of the improvements or projects for commercial, industrial or manufacturing use shall continue to be collected and shall not be abated.
  - 6) Any real property located within the Enterprise Zone Area and also located within the boundaries of any tax increment finance redevelopment area duly and legally adopted by any unit of local government pursuant to applicable Illinois law shall not be eligible for any abatement authorized hereunder.
  - 7) If the term of any abatement of ad valorem taxes has not expired as of December 31, 2016 on any qualified commercial, industrial or manufacturing project located in the Original Riverbend Enterprise Zone, then such abatement shall not terminate, but shall instead continue in full force and effect until the natural termination of such qualifying commercial, industrial or manufacturing project's four (4) year abatement.

**SECTION 10: Miscellaneous:**

- (g) Merger: This Agreement shall constitute the entire agreement between the parties hereto. Any prior understandings, agreements, negotiations or representations of any kind preceding or subsequent to the date of this Agreement and not contained herein are hereby discharged and shall not be binding upon either party except to the extent incorporated in this Agreement pursuant to Paragraph (b) of this Section.
- (h) Modification of Agreement: Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding on the parties hereto only if evidenced in a writing signed by each party or an authorized representative of each party and attached to the Agreement as an additional Rider.
- (i) Governing Law: It is hereby expressly agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

- (j) Severability and Infectious Invalidity: In the event a court of competent jurisdiction declares any particular provision of this Agreement to be invalid or unenforceable, the remaining provisions of this Agreement shall be construed to be valid and enforceable.
- (k) Titles of Paragraphs: Titles of several paragraphs, sections or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provision hereof.
- (l) Counterparts: This Agreement shall be executed in counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.

The undersigned parties have caused this INTERGOVERNMENTAL AGREEMENT to be executed by their duly designated officials, as authorized in the Enterprise Zone Ordinance adopted by their respective governing bodies.

**COUNTY OF MADISON, ILLINOIS**

**CITY OF ALTON, ILLINOIS**

\_\_\_\_\_  
BY: Alan Dunstan, Chairman

\_\_\_\_\_  
BY: Brant Walker, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
BY: Debra D. Ming-Mendoza, County Clerk

**ATTEST:** \_\_\_\_\_  
BY: Marty T. Boulds, City Clerk

**VILLAGE OF BETHALTO, ILLINOIS**

**VILLAGE OF EAST ALTON, ILLINOIS**

\_\_\_\_\_  
BY: Alan Winslow, Village President

\_\_\_\_\_  
BY: Fred Bright, Village President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
BY: Sue Lowrance, Village Clerk

**ATTEST:** \_\_\_\_\_  
BY: Lori L. Palmer, Village Clerk

**VILLAGE OF HARTFORD, ILLINOIS**

**VILLAGE OF ROXANA, ILLINOIS**

\_\_\_\_\_  
BY: James Spann, Village President

\_\_\_\_\_  
BY: Paul Oller, Village President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
BY: Tanya Kinder, Village Clerk

**ATTEST:** \_\_\_\_\_  
BY: Nona Austin, Village Clerk

**VILLAGE OF SOUTH ROXANA, ILLINOIS**

**CITY OF WOOD RIVER, ILLINOIS**

BY: Kenney Beasley, Village President

BY: Fred Ufert, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

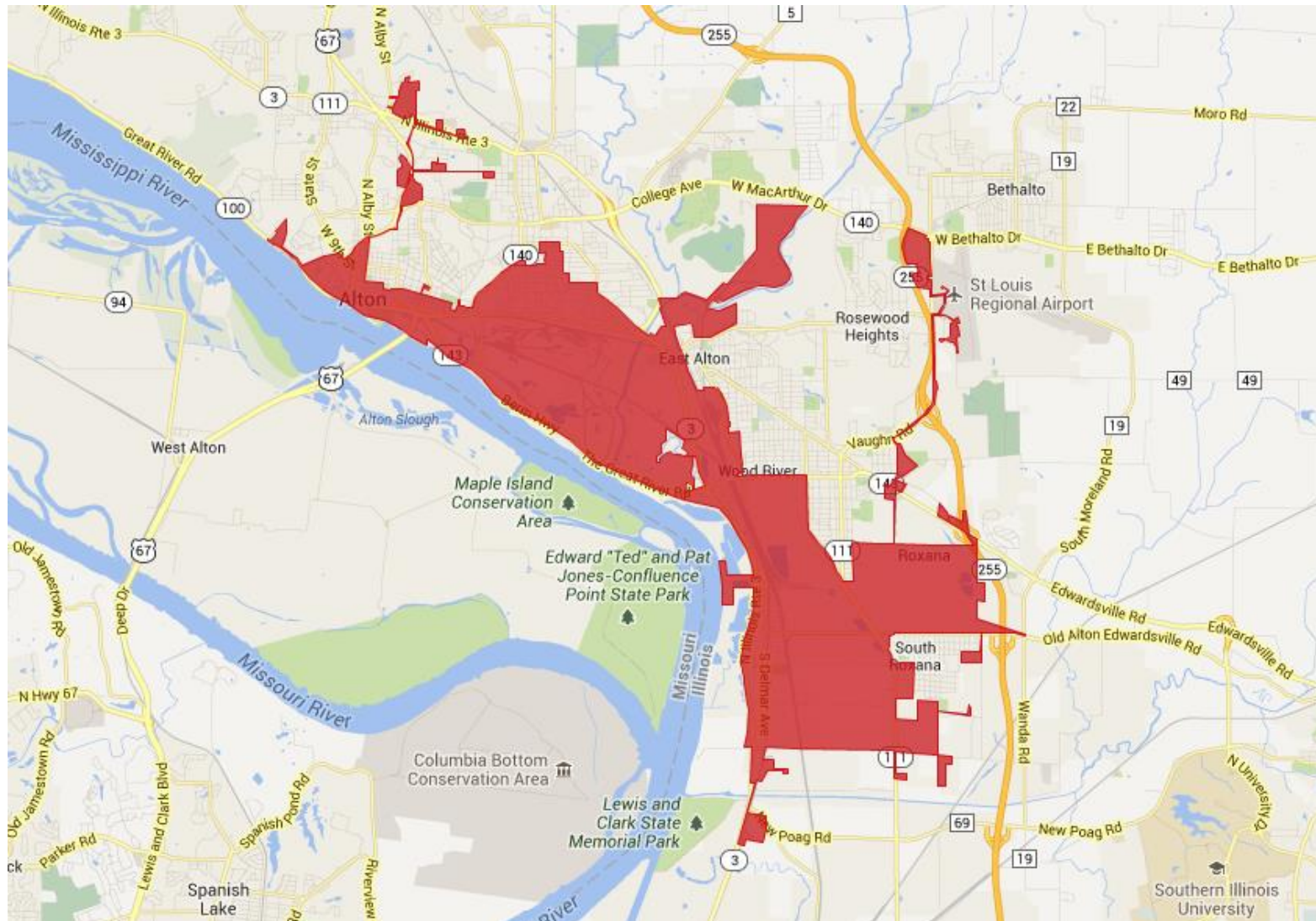
**ATTEST:** \_\_\_\_\_

BY: Tina Carpenter, Village Clerk

**ATTEST:** \_\_\_\_\_

BY: Jan Sneed, City Clerk

**EXHIBIT A**  
**RIVERBEND ENTERPRISE ZONE MAP**



**EXHIBIT B**  
**RIVERBEND ENTERPRISE ZONE**

**Legal Boundary Description**

The Riverbend Enterprise Zone Boundary begins at a point of intersection of a line between Lots 3 and 4 of Gambrill's Subdivision of Danforth's Purchase (Plat Book 6, Page 3), said line being the westerly corporate line of the City of Alton, Illinois and the easterly high bank of the Mississippi River; thence Northeast along said line 120 feet to a point of intersection with the south R.O.W. line of Illinois Route 3 (McAdams Highway) thence Southeast to a point 100 feet Southeast of said line between Lots 3 and 4 of Gambrill's Subdivision of Danforth's Purchase; thence 90 degrees Northeast for a distance of 514.56 feet; thence turning 90 degrees Northwest 100 feet to a point on the line between Gambrill's Subdivision of Danforth's Purchase; thence 90 degrees Northeast along said line for a distance of 1058.54 feet to a point on the west line of the Mississippi River Power Company Tract; thence turning South along said west line a distance of 790.98 feet to a point on the Northwestern R.O.W. of Grand Avenue and continuing South to it's intersection with the Southeasterly R.O.W. line of Grand Avenue; thence southerly along said R.O.W. line to the intersection of the North R.O.W. line of Illinois Route 3, a/k/a West Broadway; thence Southeasterly along said North R.O.W. line to the intersection with the centerline of Bluff Street; thence Northeasterly along said centerline to the intersection with the centerline of West Ninth Street; thence Southeasterly along said centerline to the intersection with the centerline of Hamilton Street; thence Northeasterly along said centerline to the intersection with the centerline of Belle Street; thence Northeasterly along said centerline to the intersection with the centerline of West 13th Street; thence Southeasterly along the Southeasterly prolongation of said centerline to the intersection with the West R.O.W. line of Martin Luther King Drive (U.S. Route 67); thence Northeasterly along said West R.O.W. line to the intersection with the centerline of East 16th Street and the intersection with the centerline of Alby Street; thence South along the centerline of Alby Street to a point, 33 feet North of the intersection with the centerline of Blair Avenue (66 feet wide); thence East 33 feet to the intersection with the Southeasterly R.O.W. line of Martin Luther King Drive (U.S. Route 67); at this point the Enterprise Zone turns in a Northeasterly direction along an 8 feet wide strip, West of and parallel to the Easterly R.O.W. line of Martin Luther King Drive (U.S. Route 67) along said Easterly R.O.W. to the intersection with the North R.O.W. line of College Avenue. At this point the 8 feet wide strip ends.

Thence continuing Northeasterly along the East R.O.W. line of Martin Luther King Drive (U.S. Route 67) to the intersection with the Easterly prolongation of the North line of a tract of land conveyed to Robert C. Bonniwell et ux, as recorded in deed book 4141, page 401 of the Madison County records, located in the Southwest Quarter of Section 1, Alton Township; thence West along said Easterly prolongation and said North line to the East R.O.W. line of Henry Street, 60 feet wide; thence Northerly along said R.O.W. line to the Southwest corner of Elmhurst Subdivision, according to the plat thereof recorded in plat book 22, page 35 of said Madison County records; thence Northeasterly along the Southerly line of said Subdivision to the Southwest corner of Alton Manor Subdivision, according to the plat recorded in plat book 34, page 46 of said Madison County records; thence Northerly and Easterly along said Subdivision line to the Southwest R.O.W. line of East Elm Street, 60 feet wide; thence Southeasterly along said R.O.W. to the East R.O.W. line of Dooley Avenue, 50 feet wide; thence Southwesterly along said R.O.W. line to the Northeasterly line of Curran's Fourth Addition to Buckmaster Heights, according to the plat recorded in plat book 23, page 28 of said Madison County records; thence Southeasterly and Northeasterly along said line to the West R.O.W. line of said Martin Luther King Drive; thence Southwesterly along said R.O.W. line to a point that is 8 feet from the North line of the Easterly prolongation of the North line of a tract of land conveyed to said Robert C. Bonniwell et ux, as recorded in deed book 4141, page 401 of the Madison County records; thence East along a line that is 8 feet from and parallel to said Easterly prolongation of the North line of Bonniwell tract to a point that is 8 feet from the East R.O.W. line of said Martin Luther King

Drive; thence Northeasterly and Easterly along the West line of an 8 foot strip that is parallel to said R.O.W. line to it's intersection with a point that is 8 feet West of the East line of the R.O.W. of Central Avenue; thence Northerly along the West line of an 8 foot strip that is parallel to the East R.O.W. line of Central Avenue and the East R.O.W. line of Martin Luther King Drive and the East R.O.W. line of Alton Square Mall Drive and its Northeasterly prolongation to a point on the North R.O.W. line of Homer Adams Parkway, said point is also the South line of a tract of land described in Document 2011R35934 and recorded in Madison County records; thence Northwesterly along the North R.O.W. line of Homer Adams Parkway to the Southeast corner of Tract 1 of Red Lobster Court Subdivision, according to the plat recorded in plat cabinet 51, page 154 of said Madison County records; thence Northerly, Westerly and Southwesterly along said Tract 1 to the Southwest corner thereof, said point is on the Southerly R.O.W. line of East Center Drive; thence Northwesterly along said R.O.W. line to the East R.O.W. line of Alby Street; thence Northeasterly along said R.O.W. line to the North R.O.W. line of East Center Drive; thence Southeasterly along said R.O.W. line to the West R.O.W. line of Alton Square road; thence Northerly along said R.O.W. line to the South R.O.W. line of Industrial Drive; thence Westerly, Northerly and Easterly along said R.O.W. line to the West R.O.W. line of North Center Drive; thence North, Northeasterly and East along said R.O.W. to the West R.O.W. line of East Center Drive; thence North along said R.O.W. to the South R.O.W. of Big Arch Road; thence Northeasterly along said R.O.W. to the East line of a tract of land described in Document 2011R35934 and recorded in Madison County records; thence South, Easterly, South, West and Southerly along said tract to the North R.O.W. of Homer M. Adams Parkway. Said legal to exclude ground lease of .86 acre parcel know as 23-1-01-36-00-000-030; thence Southeasterly along said R.O.W. to the intersection with the Southwest corner of a Tract of land described in Book 4152, Page 1311 of said Madison County records; thence North, East and Southerly along said Tract to the North R.O.W. line of Homer M. Adams Parkway; thence Southeasterly along said R.O.W. to the Southwest corner of Lot 1 in Champion Hotel's Subdivision, according to the plat recorded in plat cabinet 65, page 318 of said Madison County records; thence North, East, South and Southwesterly along said Subdivision to the North R.O.W. of Homer M. Adams Parkway; thence Southwesterly and perpendicular to said R.O.W. line a distance of 8 feet; thence Northwesterly and parallel to said R.O.W. at a distance of 8 feet to the intersection with the Northeasterly prolongation of the East R.O.W. of Alton Square Mall Drive; thence Southwesterly along said R.O.W. and the East R.O.W. of Martin Luther King Drive to the North R.O.W. of Riley Avenue; thence Easterly along said R.O.W. to the Southwest corner of Lot 6 in Block 2 of C. F. Stelzel's Addition to Tonsor Park, according to the plat thereof, recorded in plat book 9, page 2 of said Madison County records; thence Northerly along the West line of said subdivision to the Southwest corner of a tract of land conveyed to Vasser Caldwell, Jr. et ux as recorded in deed book 2598, page 356 of said Madison county records; thence East along the South line of said Caldwell tract to the Southeast corner thereof, said corner also being on the West line of a tract of land conveyed to Mitchell E. Holmes et ux as recorded in deed book 3352, page 2273 of said Madison County records; thence Southerly along last said west line to the Southwest corner of said Holmes tract; thence Easterly along the Southerly line of said Holmes tract to the Southeast corner thereof; thence Northerly along the East line of said Holmes tract to the South R.O.W. line of Tonsor Road, 50 feet wide; thence East along said R.O.W. line to the Northwest corner of a tract of land conveyed to Joseph B. McLemore et ux as recorded in deed book 2465, page 283 of said Madison County records; thence Southerly along the West line of said McLemore tract to the Southwest corner thereof, said corner also being on a line that is 425 feet North of and parallel with the North R.O.W. line of said Riley Avenue; thence East along said line to the East line of Lot 2 in Block 2 of said C. F. Stelzel's Addition to Tonsor Park; thence South along said line to the North R.O.W. of Riley Avenue; thence East along said R.O.W. and the Easterly prolongation to a point of intersection with the centerline of Clark Street and the centerline of Locust Avenue; thence South to the intersection with the centerline of Salu Street; thence East along said centerline to the intersection with the centerline of Elizabeth Street; thence North along said centerline to the intersection with the centerline of Locust Avenue; thence West along said centerline and the Westerly prolongation to point that is 8 feet South of the Southerly prolongation of the East line of Lot 2 in Block 2 of said C. F. Stelzel's Addition to Tonsor Park; thence West along a line that is 8 feet from and parallel with said R.O.W. line to the West R.O.W. of said Central Avenue; thence

Southerly along said R.O.W. to a line that is 5.00 feet North of and parallel with the North line of State House Square; thence Westerly along said line being 5.00 feet from and parallel with the North line of said State House Square and the direct Westerly prolongation thereof to the Northerly R.O.W. line of College Avenue; thence Southerly and Southwesterly along said R.O.W. line to the East R.O.W. line of Martin Luther King Drive (U.S. Route 67); thence Southerly, Westerly and Southwesterly along said R.O.W. and its Westerly prolongation to the intersection with the centerline of Alby Street; thence Southerly along said centerline to the intersection with the centerline of East 6th Street; thence Easterly along said centerline to the intersection with the centerline of Seminary Square road; thence Southerly along said centerline to the intersection with the centerline of East 5th Street; thence Southerly, Easterly, Northerly, Easterly and Southeasterly along said centerline to the intersection with the centerline of Oak Street; thence Northeasterly along said centerline to the intersection with the centerline of Humbolt Court, a/k/a alley between 6th and 7th Street; thence Southeasterly along said centerline to the East R.O.W. of Central Avenue; thence Southwesterly along said R.O.W. to the South R.O.W. of 6th Street; thence Northwesterly along said R.O.W. to the east R.O.W. of Oak Street; thence Southwesterly along said R.O.W. to the intersection with the centerline of 5th Street; thence Southeasterly along said centerline to the intersection with the centerline of Plum Street; thence Southwesterly along said centerline to the intersection with the centerline of East 4th Street; thence Southeasterly along said centerline to the intersection with the centerline of Pearl Street; thence Northeasterly and Southeasterly along said centerline to the intersection with the centerline of Walker Street; thence Southeasterly along said centerline to the intersection with the centerline of Washington Avenue; thence Northeasterly along said centerline to the intersection with the centerline of Donald Avenue; thence East along said centerline to the intersection with the centerline of Main Street; thence South along said centerline to the intersection with the centerline of Watalee Street; thence East, North and East along said centerline to the intersection with the centerline of Spaulding Street; thence Northerly along said centerline to the intersection with the centerline of Fernwood Avenue; thence West along said centerline to the intersection with the centerline of Seminary Street; thence North along said centerline to the intersection with the centerline of Brown Street; thence East along said centerline to the intersection with the centerline of Dorothy Avenue; thence South along said centerline to the intersection with the centerline of Mayfield Avenue; thence East along said centerline to the intersection with the centerline of Willard Avenue; thence South along said centerline to the intersection with the centerline of Franor Street; thence East along said centerline to the intersection with the centerline of Rixon Street; thence Southerly along said centerline to the intersection with the centerline of Hillcrest Avenue; thence East along said centerline to the intersection with the centerline of Milton Road; thence Southeasterly along said centerline and the Southeasterly prolongation to the intersection with the centerline of West Saint Louis Avenue; thence along said centerline to the intersection with the centerline of Illinois Street; thence Northeasterly along said centerline to the intersection with the centerline of Holt Avenue; thence Southeasterly along said centerline to the intersection with the centerline of Virginia Street; thence Northeasterly along said centerline to the intersection with the centerline of an abandon Railroad, a/k/a Olin property described in book 4242, page 85, in the Madison County records; thence Easterly along said centerline to the intersection with the Southerly prolongation of the West R.O.W. of the Chicago, Missouri and Western Railroad property described in book 3418, page 85, in the Madison County records; thence Northwesterly along said Southerly prolongation and along said West R.O.W. to the North line of the Southeast Quarter, of the Northeast Quarter of Section 17 Township 5 North, Range 9 West of the third principal meridian; thence East along said line to the Southwest corner of Homer M. Adams Parkway R.O.W.; thence Northeasterly along said R.O.W. to the Northwest corner of a tract, owned by Olin described in book 4242, page 85, in the Madison County records, said point is also the centerline of the East Fork of Wood River; thence along said centerline Northeasterly, Easterly and Southeasterly to a point that is approximately 338 feet perpendicular to the centerline of Powder Mill Road; thence Northeasterly parallel to said centerline for approximately 1313 feet; thence Southeasterly for approximately 338 feet to the intersection with the centerline of Powder Mill Road; thence along said centerline Northeasterly and Northerly for approximately 4,650 feet to a point; thence East for approximately 1538 feet to the West R.O.W. line of the Wood River Drainage and Levee District (WRD&LD) along the East Fork of Wood



River; thence along said R.O.W. Southerly, Westerly and Southwesterly for approximately 8721 feet (1.6 miles) to the centerline of Powder Mill Road; thence Southwesterly along said centerline for 675 feet to the Southern R.O.W. line of the WRD&LD; thence Easterly along said R.O.W. approximately 1800 feet to centerline of Cooper Avenue; thence South along said centerline to the intersection with the centerline of East Main Street; thence Southwesterly and Westerly along said centerline to the intersection with the centerline of North Pence Street; thence North along said centerline and the Northerly prolongation to the intersection with the North R.O.W. line of Olin Industrial Drive; thence Westerly along said R.O.W. to the intersection with the Northerly prolongation of the East R.O.W. line of the Chicago, Missouri and Western Railroad as described in book 3418, page 85 in the Madison County records; thence Southeasterly along said R.O.W. to the South R.O.W. of Boynton Avenue; thence East along said R.O.W. to the West R.O.W. of the Gateway Eastern Railroad as described in book 3870, page 1086 in the Madison County records; thence North along said R.O.W. for approximately 181 feet; thence East for approximately 688 feet to the East R.O.W. of East Alton Avenue; thence Southeasterly along said R.O.W. to the intersection with then North R.O.W. of Grand Avenue; thence Northeasterly along said R.O.W. for approximately 138 feet to a point; thence Southeasterly and South running parallel to the East R.O.W. of East Alton Avenue a/k/a North Old St. Louis Road to a point on the South R.O.W. of Manning Avenue, said point is 138 feet East of the East R.O.W. of North Old St. Louis Road; thence East along said R.O.W. for approximately 91 feet; thence South to the North R.O.W. of Harnett Avenue; thence West along said R.O.W. for approximately 84 feet; thence South to the intersection with the South R.O.W. of Eckhard Avenue; thence Easterly along said R.O.W. to the Northeast corner of Lot 3 of Helmkamp Industrial Park Subdivision, recorded in plat cabinet 54, page 119, in the Madison County records; thence South along the East line of said Lot 3 and it's Southerly prolognation to the intersection with the East line of the Chicago, Missouri and Western Railroad property described in book 3418, page 85 of the Madison County records, said intersection is due West of the intersection of Haller Street and West Lorena Avenue; thence West to the Westerly R.O.W. of North Old St. Louis Road; thence Southeasterly along said R.O.W. for approximately 213 feet to the Northeast corner of a parcel described in document 2007R48166 in the Madison County records; thence Southwest and Southeast along said parcel line and the Southeasterly prolongation to the South R.O.W. of West Ferguson Avenue; thence Southwesterly and South along said R.O.W. and the Southern prolongation to the intersection with the centerline of West Madison Avenue; thence Easterly along said centerline to the intersection with the centerline of South 6th Street; thence South along said centerline to the intersection with the centerline of North Old Edwardsville Road; thence South and Southeasterly along said centerline to the intersection with the centerline of East 8th Street; thence East along said centerline to the intersection with the centerline of South Chaffer Avenue; thence North along said centerline to the intersection with the centerline of East Tydeman Avenue, said point is also on the North line of Section 35, Township 5 North, Range 9 West of the 3rd Principal Meridian; thence East along said North line a distance of 2632' to a point 8' West of the East/West centerline of Section 26 of said Township; thence North along a line 8' West of said centerline for a distance of 2640' to the North/South centerline of said section 26; thence West along said centerline to the Southwest corner of a tract of land described in document 2013R24153 in the Madison County records; thence North along the West line of said tract to the North R.O.W line of Illinois Route 143 (East Edwardsville Road), said point is also the South line of a tract of land described in document 2008R51205 in the Madison County records; thence along said line Northwesterly, Northeasterly and Southeasterly to the intersection with the West R.O.W. of Wesley Drive; thence along said West R.O.W. line Northeasterly, North and Northwesterly and the Northwesterly prolongation to the intersection with the North R.O.W. of Illinois Route 111 (Vaughn Road & Bellwood Drive); thence along said R.O.W. Northeasterly and Northerly to the intersection with the North R.O.W. line of Airline Drive; thence Easterly along said R.O.W. to the intersection with the Northwest R.O.W. of Terminal Drive; thence Northeasterly and North along said R.O.W. to the South R.O.W. of Civic Memorial Drive; thence Southwesterly along said R.O.W. and the Southwesterly prolongation to the West R.O.W. of North Bellwood Drive; thence North along said R.O.W. to the Southeast corner of Lot 1 in Bethalto Business Park, recorded in plat cabinet 60, page 169 in the Madison County records; thence West along the South line of said Subdivision to the East R.O.W. of State Route 255; thence Northwesterly along said R.O.W. to the North line of Lot 6 in said

Subdivision; thence Northeasterly along said North line and the Northeasterly prolongation to the East R.O.W. of Mechanical Drive; thence Northeasterly along said R.O.W. to the South R.O.W. of Bender Avenue; thence West along said R.O.W. to the Northeast corner of Lot 1 of Scott Subdivision, plat book 34, page 146 of the Madison County records; thence South along the East line of said Lot to the Southeast corner of said Lot; thence Westerly along the South line of said Lot and the Westerly prolongation to the East line of a tract of land recorded in book 3907, page 1211 of the Madison County records; thence South to the Southeast corner of said tract; thence West along the South line of said tract and its Westerly prolongation to the East R.O.W. line of State Route 255; thence North along said R.O.W. to the Southwest corner of a tract of land conveyed to IDOT in book 4370, page 2876 in the Madison County records; thence along said tract Easterly and Northerly and the Northerly prolongation to the North R.O.W. of Bender Avenue; thence West along said R.O.W. to the Southeast corner of Lot 53 in Wayside Estates, plat book 32, page 83 of the Madison County records; thence North, Northwest and Southwesterly along said Lot lines to the Southeast corner of Lot 50 in said Subdivision; thence West along the South line of said Lot 50 and Lot 49 to the intersection with the East R.O.W. of State Route 255; thence Northerly along said R.O.W. to the intersection with the South R.O.W. line of East MacArthur Drive; thence Southeasterly along said R.O.W. line to the intersection with the Northwest corner of a tract of land recorded in document 2012R40640 of the Madison County records; thence South and East along said tract to the intersection with the Northeast corner of Lot 21 in said Wayside Estates Subdivision; thence South along the East line of said Lot 21 and also the East line of Lots 20 and 19 to the intersection with the Northwest corner of a parcel described in document 2011R07313 in the Madison County records; thence East along said North line to the intersection with the West R.O.W. line of North Bellwood Drive, a/k/a Illinois State Route 111; thence South along said R.O.W. line to the intersection with the Northeast corner of a tract of land described in document 2006R47142 in the Madison County records; thence West, South and East along said tract to the intersection with the East R.O.W. of Illinois Route 111; thence South along said R.O.W. to the North R.O.W. of Civic Memorial Drive; thence Northeast along said R.O.W. to the intersection with the Northerly prolongation of the West R.O.W. line of Terminal Drive; thence Northeasterly along said R.O.W. for 350 feet, more or less to a point; thence turning 90 degrees Northwest for a distance of 350 feet, thence turning 90 degrees Southwest for a distance of 142 feet; thence turning 90 degrees Northwest for a distance of 150 feet; thence turning 90 degrees Northeast for a distance of 150 feet; thence turning 90 degrees Southeast for a distance of 550 feet to a point of intersection with the South R.O.W. line of Terminal Drive; thence Southwest along said R.O.W. to the East R.O.W. line of said Terminal Drive; thence South and Southwesterly along said R.O.W. to the North R.O.W. of Airline Drive; thence Southeasterly along said R.O.W. to the North line of Lot 2 of West Star Subdivision, plat cabinet 65, page 369 in the Madison County records; thence turning 90 degrees Northeast for a distance of 304.35', thence turning South for a distance of 155.06', thence 9 degrees West a distance of 20', thence 90 degrees South a distance of 50', thence 90 degrees East a distance of 20', thence turning 90 degrees South a distance of 100', thence turning 90 degrees West for a distance of 180', thence turning 90 degrees South for a distance of 187.5', thence turning 90 degrees East for a distance of 105', thence turning 90 degrees South for a distance of 671.95', thence turning due West for a distance of 110', thence turning Southeast for a distance of 677.05' to the South line of the Northwest Quarter of the Southwest Quarter of Section 13 Township 5 North, Range 9 West of the 3rd Principal Meridian; thence West along said South line to the intersection with the East R.O.W. of East Airline Drive; thence Northwesterly along said R.O.W. to the Southwest corner of Lot 8 in Civic Memorial Airport Authority Business Park, recorded in plat cabinet 49, page 185 in the Madison County records; thence Southwesterly along the Northeasterly prolongation of the South line of Lot 18 in said Subdivision and the South line of said Lot 18 to the East R.O.W. line of Skyway Court; thence Northerly and Easterly along said R.O.W. and the Easterly prolongation to the East R.O.W. of East Airline Drive; thence Southerly along said R.O.W. to the Southwest corner of Lot 8 in said Subdivision; thence along said Lot line Northeasterly, North and the Northerly prolongation to the Northwest corner of Lot 4 in said Subdivision (now part Lot 2 of West Star Subdivision); thence Northeasterly to the most Easterly corner of Lot 1 in West Star Subdivision, recorded in plat cabinet 65, page 369 in the Madison County records, said point is also on the Southwest R.O.W. of Airline Court; thence Northwesterly along said R.O.W. to the intersection

with the West R.O.W. of South Bellwood Drive (Illinois Route 111); thence South and Southwest along said R.O.W. to the East R.O.W. of Wesley Drive; thence Southeasterly along said R.O.W. to the intersection with the Northwest corner of Lot 1 of Boos Plaza Subdivision, plat cabinet 63, page 363; thence along said Lot line East, Southeasterly and the Southeasterly prolongation to the Northeast corner of a tract of land described in document 2009R50992 in Madison County records; thence continuing Southeasterly along the East line of said tract to the North R.O.W. of Rock Hill Road; thence Southwesterly and Westerly along said R.O.W. to the East R.O.W. of Wesley Drive; thence Southwesterly along said R.O.W. to the South R.O.W. of Old Alton Edwardsville Road; thence Southeasterly along said R.O.W. to the Northeast corner of Lot 2 of Auto Court Subdivision, plat cabinet 65, page 147 in Madison County records; thence Southwesterly along the East line of said lot to the intersection with the North R.O.W. line of East Edwardsville Road (Illinois Route 143); thence Northwesterly along said R.O.W. to the intersection with the East and West centerline of Section 26, Township 5 North, Range 9 West of the 3rd Principal Meridian; thence South along said centerline to the North line of Section 35 of said Township; thence East along said line to the intersection with the centerline of State Route 255; thence Northwest along said centerline to its intersection with the South R.O.W. line of State Route 143 (Edwardsville Road); thence Northwest along said R.O.W. to the West line of Section 25 in said Township; thence North along said Section line to the Northwest corner of a tract of land described in document 2008R53901 in Madison County records; thence along said tract East, Southeast and Southwest to the North R.O.W. of State Route 143; thence Southeasterly along said R.O.W. to the Southwest corner of a tract of land described in book 4275, page 629 in the Madison County records; thence Northerly along the West line of said tract and its Northerly prolongation to the Northwest corner of a tract of land acquired by IDOT by Court Case #94-ED-14, signed 8-29-1994; thence Southeasterly at an interior angel of 90 degrees to the centerline of State Route 255; thence Northwest along said centerline to the intersection with the Westerly prolongation of the South line of a tract of land described in document 2008R40337; thence East along said line to the East R.O.W. of State Route 255; thence Southeast along said R.O.W. to the intersection with the North R.O.W. of State Route 143; thence Southeast along said R.O.W. to the intersection with the East/West centerline of Section 25 in said Township; thence South along said line and the East/West centerline of Section 36 in said Township to the center of section 36; thence East along the North/South centerline of Section 36 a distance of 405 feet to a point; thence South a distance of 1141.5 feet; thence West a distance of 405 feet to the North/South centerline of said Section 36; thence South along said centerline to its intersection with the centerline of the Norfolk & Western Railroad R.O.W. as described in book 3202, page 798 in the Madison County records; thence Southeasterly along said centerline to the intersection with the centerline of Wanda Road; thence South along said centerline to the intersection with the centerline of Madison Avenue; thence West along said centerline to the East R.O.W. of Hedge Road; thence South along said R.O.W. to the intersection with the Easterly prolongation of the South line of a tract of land described in document 2013R45010 in the Madison County records; thence West along said prolongation and South line of said tract to the Southwest corner thereof; thence North and East along said tract to the intersection with the West R.O.W. of Hedge Road; thence North along said R.O.W. to the intersection with the centerline of Madison Avenue; thence West along said centerline to a point of intersection with the Northerly prolongation of the centerline of Melrose Avenue; thence South along said prolongation to the intersection with the North R.O.W. of said Melrose Avenue; thence West along said R.O.W. to the intersection with the centerline of the alley between Melrose Avenue and Velma Avenue; thence South along said centerline to the East prolongation of the South line of Lot 25 in Waverly Place Subdivision, recorded in plat book 14, page 17 in the Madison County records; thence West along said prolongation, South line and Westerly prolongation to the centerline of Velma Avenue; thence South and Southwesterly along said centerline to a point of intersection with the centerline of Illinois Route 111; thence Southeasterly along said centerline to the intersection with the centerline of Daniel Boone Trail; thence Easterly along said centerline to the intersection with the centerline of Sinclair Avenue; thence South along said centerline to the intersection with the Easterly prolongation of the South line of Lot 24, Block 2, in the Second Addition to Gonterman Place, recorded in plat book 16, page 22 in the Madison County records; thence Westerly along said prolongation and the South Lot line and the Westerly prolongation to the intersection with the East R.O.W.

of State Route 111; thence South along said R.O.W. to the Southwest corner of a tract of land described in book 2472 page 366 in the Madison County records; thence along said tract East, North and the Northerly prolongation to the South line of Lot 15, Block 3 in said Subdivision; thence Easterly along said line and the Easterly prolongation to the West R.O.W. of Cemetery Road; thence South along said R.O.W. to a point 8 feet North of the South line of Section 1, Township 4 North, Range 9 West of the 3rd Principal Meridian; thence Easterly and parallel to said South line to the intersection with the West line of Lot 7 in Signature Industrial Park Subdivision recorded in plat cabinet 65, page 177 in the Madison County records; thence along said Lot line North, Northeasterly, Easterly, Southerly and Westerly to the Southwest corner thereof; thence Westerly along the South line of said Section 1 to the intersection with the West R.O.W. of Cemetery Road; thence South along said R.O.W. to the North R.O.W. of Wagon Wheel Road; thence Southeasterly to a point on the Northwest corner of a tract of land described in document 2008R35332 and the South R.O.W. of Wagon Wheel Road; thence Easterly along said R.O.W. to the Northeast corner of a tract of land described in book 4245, page 257 in the Madison County records; thence along said tract South and West to the East line of said tract of land described in document 2008R35332; thence South along the East line of said tract and the Southerly prolongation to the Southeast corner of a tract of land described in document 2011R06831 recorded in Madison County records; thence West along the South line of said tract and the Westerly prolongation to the East R.O.W. of Cemetery Road; thence North along said R.O.W. to the intersection with the Northwest corner of said tract of land described in document 2008R35332; thence Northwesterly to the Northeast corner of a tract of land described in document 2010R41959, said point is also on the South R.O.W. line of Wagon Wheel Road; thence West along said R.O.W. to the East R.O.W. line of Illinois Route 111; thence South along said R.O.W. to the North line of a tract of land described in book 3605, page 282; thence along said tract East, South and West and the Westerly prolongation to the West R.O.W. of State Route 111; thence North along said R.O.W. to the intersection with the North line of the South half of Section 11, Township 4 North, Range 9 West of the 3rd Principal Meridian; thence Westerly along said line and along the North line of the South half of Section 10 in said Township to the East R.O.W. of the Norfolk & Western Railroad as described in book 3202, page 798 in the Madison County records; thence Southwesterly along said R.O.W. for approximately 605 feet; thence East for approximately 440 feet; thence South following this direction for approximately 600 feet to the North line of the Southwest Quarter of the Southwest Quarter of Section 10 in said Township; thence East along said North line approximately 1120 feet; thence South approximately 295 feet; thence East a distance of 341.50 feet; thence South a distance of 361.50 feet; thence West a distance of 361.50 feet; thence North to a point falling 20 feet South of the North line of the Southwest Quarter of the Southwest Quarter of said Section 10; thence West for a distance of approximately 1100 feet to a line 440 feet East and parallel with the East R.O.W. of the Norfolk & Western Railroad; thence Southwest along said parallel line a distance of approximately 700 feet; thence Northwesterly for approximately 440 feet to the East R.O.W. of said Norfolk & Western Railroad; thence Southwesterly along said R.O.W. to the Northwest corner of a tract of land described in book 4171, page 2233 in the Madison County record; thence Southeasterly along the North line of said tract to the East line of Section 16 in said Township; thence South along said line to the intersection with the Southwest R.O.W. of New Poag Road; thence Southwesterly along said tract approximately 1060 feet; thence at a 90 degree turn Northwesterly approximately 880 feet; thence at a 90 degree turn Southwesterly approximately 440 feet; thence at a 90 degree turn Northwesterly approximately 413 feet to the West line of the said Norfolk & Western Railroad R.O.W.; thence Northeasterly along said R.O.W. for approximately 3960 feet; thence West to the West R.O.W. of State Route 3; thence Northerly along said R.O.W. to the North R.O.W. of Piasa Lane; thence West along said R.O.W. to the intersection with the East R.O.W. of the Levee Road; thence Northerly along said R.O.W. to the intersection with the West R.O.W. of State Route 3; thence Northerly along said R.O.W. to the Southeast corner of a tract of land described in document 2008R40337 in the Madison County records; thence along said tract West, South, West, Northerly, East, South and East to the West R.O.W. of State Route 3; thence Northerly along said R.O.W. to the Southeast corner of a tract of land described in book 4450, page 1761; thence Northwest along the South line of said tract to the Southwest corner thereof, said point is also on the South R.O.W. of River Heritage Parkway (State Route 143); thence Northwesterly along said R.O.W. to the Northeast corner of a

tract of land described in book 3537, page 1586 in the Madison County records; thence Southerly along said tract to the East bank of the Mississippi River; thence Northerly along said East bank to the South line of a tract of land described in book 4480, page 664; thence Northeasterly along said tract to the West R.O.W. of Illinois Route 3 (West Broadway); thence Northwesterly along said R.O.W. to the Northeast corner of a tract of land describe in document 2005R28850; thence along said tract Southwesterly, Northwesterly and the Northwest prolongation to the Point of Beginning.

The Enterprise Zone excludes 3 parcels of designated Wetlands described as follows:

Parcel No.1

A tract of land located in the Northwest quarter of Section 28, Township 5 North, Range 9 West of the Third Principal Meridian within the Corporate Limits of the City of Wood River, Madison County, Illinois, more fully described as follows:

Beginning at the northeast corner of Lot 1 in Envirotech Business Park (Plat Cabinet 60, page 47); thence measure North 88 degrees 31 minutes 19 seconds East from said beginning point along the south right-of-way line of DuBois Trail a distance of 50.63 feet to a point of curve; thence easterly along a curve to the right having a radius of 60.00 feet, a central angle of 41 degrees 24 minutes 35 seconds and an arc distance of 43.36 feet to a point of reverse curve; thence northeasterly along a curve to the left having a radius of 60.00 feet, a central angle of 109 degrees 58 minutes 51 seconds and an arc distance of 115.17 feet; thence South 70 degrees 02 minutes 58 seconds East a distance of 370.91 feet; thence South 0 degrees 58 minutes 18 seconds East a distance of 286.58 feet to the north right-of-way line of Illinois Route 143 (Berm Highway); thence westerly along said right-a-way line and along a curve to the right having a radius of 3 719.72 feet, a central angle of 8 degrees 13 minutes 07 seconds and an arc distance of 533.56 feet; thence North 1 degrees 28 minutes 41 seconds West a distance of 483.25 feet to the Point of Beginning.

Containing 5.01 acres.

Parcel No.2

A tract of land located in the Northwest quarter of Section 28, Township 5 north, Range 9 west of the Third Principal Meridian within the corporate limits of the City of Wood River, Madison County, Illinois, more fully described as follows:

Commencing at the northwest corner of the Northwest quarter of Section 28; thence measure north 87 degrees 19 minutes 10 seconds east (assumed bearing) along the north line of said quarter section a distance of 1111.03 feet to the Point of Beginning of the following described tract:

Thence continuing north 87 degrees 19 minutes 10 seconds east along said north line from said beginning point a distance of 30.41 feet to a point on the west right-of-way line of Illinois Route 3 (F.A. Route 4); thence southerly along said west right-of-way line and along a curve to the left having a radius of 5819.65 feet, a central angle of 1 degree 48 minutes 43 seconds and an arc distance of 184.04 feet; thence south 75 degrees 58 minutes 50 seconds west along said right-of-way line a distance of 69.25 feet; thence south 24 degrees 01 minutes 00 seconds east along said right-of-way line a distance of 84.62 feet; thence south 2 degrees 09 minutes 00 seconds east along said right-of-way line a distance of 91.84 feet; thence south 27 degrees 57 minutes 00 seconds west along said right-of-way line a distance of 263.31 feet; thence south 7 degrees 55 minutes 00 seconds west along said right-of-way line a distance of 167.66 feet; thence south 29 degrees 07 minutes 00 seconds east along said right-of-way line a distance of 120.01 feet; thence south 59 degrees 13 minutes 00 seconds east along said right-of-way line a distance of 105.94 feet; thence south 76 degrees 28 minutes 00 seconds east a distance of 254.08 feet; thence south 24 degrees 20 minutes 58

seconds east along said right-of-way line a distance of 442.00 feet; thence south 22 degrees 55 minutes 11 seconds west along said right-of-way line a distance of 54.62 feet to a point on the north right-of-way line of Illinois Route 143 (Berm Highway); thence South 69 degrees 31 minutes 04 seconds west along said right-of-way line a distance of 82.66 feet to a point of curve; thence westerly along said right-of-way line along a curve to the right having a radius of 3719.72 feet, a central angle of 8 degrees 06 minutes 05 seconds and an arc distance of 525.96 feet; thence north 0 degrees 58 minutes 18 seconds west a distance of 690.58 feet; thence north 22 degrees 26 minutes 16 seconds west a distance of 327.29 feet; thence north 1 degree 13 minutes 53 seconds west a distance of 446.45 feet; thence north 10 degrees 17 minutes 20 seconds east a distance of 235.00 feet; thence north 22 degrees 37 minutes 12 seconds east a distance of 375.17 feet to the point of beginning.

Containing 13.53 acres.

#### Parcel No.3

A tract of land located in Sections 20,21 and 29, Township 5 north, Range 9 west of the Third Principal Meridian within the corporate limits of the City of Wood River, Madison County, Illinois, more fully described as follows:

Commencing at the southwest corner of the southwest quarter of Section 21; thence measure north 87 degrees 19 minutes 10 seconds east (assumed bearing) along the south line of the southwest quarter of Section 21 a distance of 344.82 feet; thence north a distance of 30.06 feet to the Point of Beginning of the following described tract:

Thence north 62 degrees 58 minutes 22 seconds west from said beginning point a distance of 225.04 feet; thence south 48 degrees 01 minutes 25 seconds west a distance of 111.83 feet; thence south 75 degrees 29 minutes 33 seconds west a distance of 75.11 feet; thence north 79 degrees 02 minutes 49 seconds west a distance of 319.05 feet; thence north 38 degrees 19 minutes 40 seconds west a distance of 108.90 feet; thence south 88 degrees 07 minutes 43 seconds west a distance of 243.11 feet; thence south 47 degrees 02 minutes 32 seconds west a distance of 670.84 feet; thence north 90 degrees 00 minutes 00 seconds west a distance of 79.10 feet; thence north 00 degrees 00 minutes 00 seconds east a distance of 262.80 feet; thence north 89 degrees 56 minutes 00 seconds east a distance of 112.80 feet; thence north 51 degrees 35 minutes 30 seconds east a distance of 351.20 feet; thence north 09 degrees 44 minutes 30 seconds west a distance of 202.72 feet; thence north 12 degrees 39 minutes 30 seconds east a distance of 189.93 feet; thence north 29 degrees 27 minutes 30 seconds east a distance of 515.63 feet; thence north 00 degrees 04 minutes 30 seconds west a distance of 911.28 feet to the south right-of-way line of the Norfolk & Western Railroad; thence south 55 degrees 22 minutes 50 seconds east a distance of 1093.66 feet; thence south 40 degrees 50 minutes 22 seconds west along said right-of-way line a distance of 113.74 feet; thence south 35 degrees 53 minutes 14 seconds east a distance of 120 feet to a point of curve; thence southerly along a curve to the right having a radius of 370.00 feet, a central angle of 95 degrees 10 minutes 29 seconds, and an arc distance of 614.61 feet; thence south 59 degrees 17 minutes 15 seconds west a distance of 225.00 feet; thence south 41 degrees 55 minutes 23 seconds east a distance of 140.00 feet; thence south 56 degrees 37 minutes 59 seconds east a distance of 260.00 feet; thence south 00 degrees 00 minutes 00 seconds west a distance of 214.41 feet to the Point of Beginning.

Containing 36.60 acres.

**EXHIBIT B**  
**ENTERPRISE ZONE APPLICATION FOR NEW DESIGNATION**  
**Qualifying Criteria**

Required Tests: The Area Must Meet at Least Three of the Following Tests

- 31) **Unemployment:** All or part of the local labor market area has had an annual average unemployment rate of at least 120% of the State's annual average unemployment rate for the most recent calendar year or the most recent fiscal year as reported by the Department of Employment Security.
- 32) **Substantial Employment Opportunities:** Designation will result in the development of substantial employment opportunities by creating or retaining a minimum aggregate of 1,000 full-time equivalent jobs due to an aggregate investment of \$100,000,000 or more, and will help alleviate the effects of poverty and unemployment within the local labor market area.
- 33) **Poverty:** All or part of the local labor market area has a poverty rate of at least 20% according to the latest data from the U.S. Census Bureau, 50% or more of children in the local labor market area are eligible to participate in the federal free or reduced-price meals program according to reported statistics from the State Board of Education, or 20% or more households in the local labor market area receive food stamps according to the latest data from the U.S. Census Bureau.
- 34) **Abandoned Coal Mine, Brownfield or Federal Disaster Area:** An abandoned coal mine or a brownfield located in the proposed zone area, or all or a portion of the proposed zone was declared a federal disaster area in the 3 years preceding the date of application.
- 35) **Large Scale Business Closings:** The local labor market area contains a presence of large employers that have downsized over the years, labor market area has experienced plant closures in the 5 years prior to the date of application affecting more 50 workers, or the local labor market area has experienced State or federal facility closures in the 5 years prior to the date of application affecting more than 50 workers.
- 36) **Vacant Structures:** Based on data from Multiple Listing information or other suitable sources, the local labor market area contains a high floor vacancy rate of industrial or commercial properties, vacant or demolished commercial and industrial structures are prevalent in the local labor market area, or industrial structures in the local labor market area are not used because of age, deterioration, relocation of the former occupants, or cessation of operation.
- 37) **Tax Base Improvement Plan:** The applicant demonstrates a substantial plan for using the designation to improve the State and local government tax base, including income, sales, and property taxes.
- 38) **Public Infrastructure Improvement Plan:** Significant public infrastructure is present in the local labor market area in addition to a plan for infrastructure development and improvement.
- 39) **Manufacturing Skills Programs:** High schools or community colleges located within the local labor market area are engaged in ACT Work Keys, Manufacturing Skills Standard Certification, or industry-based credentials that prepare students careers.
- 40) **Equalized Assessed Valuation:** The increase (decrease) in equalized assessed valuation of industrial and/or commercial properties in the 5 years prior to the date of application in the local labor market area is equal to or less than (greater than) 50% of the State average increase (decrease) in equalized valuation for industrial and/or commercial properties, as applicable, for the same period of time as reported by the Illinois Department of Revenue.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ESTABLISHING AN ENTERPRISE ZONE WITHIN THE COUNTY OF  
MADISON SAID ENTERPRISE ZONE WITHIN MADISON COUNTY ENCOMPASSING  
CONTIGUOUS PORTIONS OF THE CITY OF HIGHLAND, THE CITY OF TROY, THE  
VILLAGE OF ST. JACOB, THE VILLAGE OF MARYVILLE, THE VILLAGE OF GLEN  
CARBON, AND THE CITY OF COLLINSVILLE**

**WHEREAS**, the following Ordinance is adopted based upon the following premises, to-wit;

**WHEREAS**, pursuant to 20 ILCS 655/1 et. seq. (formerly Ill. Rev. Stat. 1991, ch. 67 1/2, Section 601 et. seq.) (the "Act"), the State of Illinois authorized the creation of enterprise zones, together with certain incentive programs; and,

**WHEREAS**, pursuant to the Act, the County of Madison, Illinois (the "County") created the Madison County Discovery Enterprise Zone, which includes certain real estate located in the County and the City of Highland, Illinois (the "City of Highland"), the City of Troy, Illinois (the "City of Troy"), the Village of St. Jacob, Illinois (the "Village of St. Jacob"), the Village of Maryville, Illinois (the "Village of Maryville"), the Village of Glen Carbon, Illinois (the "Village of Glen Carbon"), and the City of Collinsville, Illinois (the "City of Collinsville"), (the "Municipalities"); and,

**WHEREAS**, in connection with the creation of the Madison County Discovery Enterprise Zone, the County and Municipalities will adopt certain retail sales tax exemption incentives, and other incentives authorized under the Act, to promote economic growth, encouraged economic development, create and retain jobs, and reduced unemployment in the area of the County and Municipalities; and,

**WHEREAS**, a disproportionate number of residents within the County and Municipalities, for several years have suffered pervasive poverty, unemployment and economic distress, related to the prolonged national recession, shifts of industries throughout the County, and a variety of other economic factors negatively affecting the areas of the County and Municipalities; and,

**WHEREAS**, the Madison County Discovery Enterprise Zone will accomplish, in part, the public purpose of promoting economic growth of the community and protecting the health, safety and welfare of the community by encouraging public and private investment, promoting job creation and job retention, and conserving the health, safety and welfare of the community; and,

**WHEREAS**, certain areas in the County are in need of particular attention of government, business and labor to attract private sector investments and directly aid the entire region and the residents thereof; and,

**WHEREAS**, the members of this duly constituted legislative body are cognizant of the distressed conditions existing within this area and desire to alleviate these distressed conditions, to pursue the public purpose of promoting economic and employment growth of the community and to protect the health, safety and welfare of the community; and,

**WHEREAS**, the Municipalities have indicated their willingness and desire to cooperate with the County in designating portions of their municipalities as well as unincorporated areas in the County as an Enterprise Zone; and,

**WHEREAS**, pursuant to Public Act 97-905, the State of Illinois amended the Act to provide for the creation of enterprise zones, and in connection therewith, the County and the Municipalities may apply with and obtain designation from the State of Illinois Department of Commerce and Economic Opportunity (the "Department" or "DCEO") to establish an Enterprise Zone encompassing a part of the unincorporated area of the County and a part of the Municipalities; and,



**WHEREAS**, pursuant to this Ordinance, the County and Municipalities authorize the filing of an application with the Department to designate, enact and create the Madison County Discovery Enterprise Zone (hereinafter referred to as the "Enterprise Zone Application") under the provisions of the Act, to create the Madison County Discovery Enterprise Zone (the "Enterprise Zone") to include certain real estate within the County and the Municipalities for the purpose of encouraging economic development, job creation and job retention in the region, and to conserve the health, safety and welfare of the community, said real estate being more fully described in the attached Exhibit C (the "Enterprise Zone Area"); and,

**WHEREAS**, the County and the Municipalities hereby find that the creation of the Enterprise Zone as set forth herein is necessary for the economic growth and job creation of the region, and is necessary to promote and conserve the public health, safety and welfare of the region; and,

**WHEREAS**, the County finds that the designation of the Enterprise Zone pursuant to the Act and this Ordinance depend upon community support, cooperation and the offering of the benefits of the Enterprise Zone; and,

**WHEREAS**, the County and the Municipalities are each authorized pursuant to Article VII, Section 10 of the Illinois Constitution, and pursuant to the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., to enter into agreements for the joint exercise of powers, privileges and authorities. (Exhibit E)

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF MADISON COUNTY, ILLINOIS, THAT:**

**SECTION 1: Incorporation:**

(g) Findings: The findings and recitals made in the prefatory portion of this Ordinance are hereby adopted by the County.

(h) Public Notice: Proper publication of legal notice of public hearing for the purpose of considering the enactment of this Ordinance and the designation of the Madison County Discovery Enterprise Zone as set forth herein as required by the Act was properly and legally made and is hereby certified as set forth the attached Certificate of Publication of Notice of Public Hearing attached hereto as Exhibit A.

(i) Public Hearing: Following due and sufficient legal notice, the County and the Municipalities held a public hearing as required by the Act at 4:30 PM on the 30th day of October, 2014 at the Maryville Village Hall, which is located within the boundaries of the Enterprise Zone.

**SECTION 2: Establishment of Enterprise Zone:** Subject to the certification and approval of the Department, the County and the Municipalities, in a joint exercise of their powers pursuant to the Intergovernmental Cooperation Act do hereby establish an enterprise zone under the Act encompassing the Enterprise Zone Area, as legally described in Exhibit C.

**SECTION 3: Designation of Enterprise Zone:** The Enterprise Zone Area described in Exhibit C is hereby designated as the Madison County Discovery Enterprise Zone, subject to the certification and approval of the Department.

**SECTION 4: Declarations to the Department:** The County hereby declares and further certifies that the Enterprise Zone Area is qualified for designation as an enterprise zone pursuant to the Act:

- (i) Pursuant to 20 ILCS 655/4 (a) & (e), the Enterprise Zone Area is a contiguous area comprised of part of the unincorporated area of the County and a part of the Municipalities, and is bound by a solid, clearly-defined, continuous boundary, provided that the Enterprise Zone Area may exclude wholly surrounded territory within its boundaries; and,
- (j) Pursuant to 20 ILCS 655/4 (b), the Enterprise Zone Area comprises a minimum of one-half (1/2) square mile and not more than fifteen (15) square miles in total area, and any connecting strips are not less than three (3) feet nor more than ten (10) feet in width; and,

- (k) The Enterprise Zone Area addresses a reasonable need to encompass portions of the County and the Municipalities; and,
- (l) The Enterprise Zone Area meets the requirements of 20 ILCS 655/4 (f) in that the Enterprise Zone Area satisfies at least three (3) of the ten (10) criteria established by the Department as set forth in Exhibit D.

**SECTION 5: Term:** Pursuant to the Act and subject to the certification of the Department, the Madison County Discovery Enterprise Zone shall be and become effective for a period of fifteen (15) calendar years beginning on January 1, 2016 and ending December 31, 2030, unless sooner rescinded or as otherwise amended, on the date that the Enterprise Zone Area is designated an enterprise zone by the Department, in accordance with law.

**SECTION 6: Enterprise Zone Management Organization:** Upon designation as an enterprise zone by the Department, a Management Organization comprised of the Chairman of the County Board and the Mayors of Highland, Troy, St. Jacob, Maryville, Glen Carbon, and Collinsville will be formed. This Management Organization will be the governing body of the Enterprise Zone and will be responsible for all decisions within the Enterprise Zone. The Zone Administrator will be the individual who will be responsible for the day-to-day implementations within the Enterprise Zone and will be the liaison between the Management Organization, the Economic Development Committee and DCEO.

**SECTION 7: Enterprise Zone Administrator:** The position of “Zone Administrator” is hereby created. Upon designation as an enterprise zone by the Department, the Management Organization shall appoint an administrator for the Madison County Discovery Enterprise Zone (the “Zone Administrator”), who shall be an employee or officer of the County. The Zone Administrator shall be responsible for the administration of the Madison County Discovery Enterprise Zone, including the implementation of this Ordinance and compliance with the Act and applicable laws, regulations and policies of the Department; shall have those powers and duties as set forth in the Act; and shall:

- (ee) Supervise the implementation of the provisions of this Ordinance and the Illinois Enterprise Zone Act.
- (ff) Act as a liaison between the County, the Municipalities, the Department, the Illinois Department of Revenue (the “IDOR”), designated zone organizations; and other state, federal and local agencies, whether public or private.
- (gg) Conduct an ongoing evaluation of the Enterprise Zone program and submit such evaluative reports on at least an annual basis to the Management Organization.
- (hh) Promote the coordination of other relevant programs, including, but not limited to, housing, community and economic development, small business, financial assistance and employment training within the Enterprise Zone.
- (ii) Have the authority to appoint personnel as appropriate to assure the smooth operation of the Enterprise Zone subject to approval by the Management Organization.
- (jj) Develop and recommend a comprehensive planning program for the Enterprise Zone.
- (kk) Establish and chair an Economic Development Committee that will serve as the primary technical and professional vehicle for triggering the implementation of the Enterprise Zone program objectives.
- (ll) Examine and recommend local incentives, benefits and programs to accomplish stated objectives, to stimulate economic activity in the Enterprise Zone and to address impediments to capital investments.
- (mm) Develop and analyze social, physical and economic data regarding population trends; labor force; land use patterns; size, type, capacity and status of existing commercial, industrial and manufacturing facilities within the Enterprise Zone; infrastructure availability and condition, and other factors pertaining the community planning; and, to recommend planning-related actions.
- (nn) Recommend necessary legislative and administrative controls for guiding Enterprise Zone

- development, including planned capital improvements.
- (oo) Review supportive planning studies and reports to insure technical proficiency.
- (pp) Coordinate planning activities and program implementation with other county and/or city or village departments and department programs.
- (qq) Collect and analyze data and submit reports required by the Department on a timely basis.
- (rr) Act as program manager responsible for the Enterprise Zone's day-to-day operations.
- (ss) Have other such duties as specified by either the County Board Chairman or the Management Organization.

The Zone Administrator shall be responsible for the duties and tasks listed above. To accomplish these duties and tasks, the Zone Administrator, with the approval of the Management Organization, may appoint an Assistant Zone Administrator, and may receive technical and professional support from professionals as approved by the Management Organization.

#### **SECTION 8: Incentives:**

(g) State Enterprise Zone Incentives: The County and the Municipalities authorize the utilization of any and all state incentives, tax exemptions and other inducements authorized under applicable Illinois law, the Act and/or the rules and regulations of the Department or other applicable state agency by and for all commercial, industrial and manufacturing projects located within the Enterprise Zone Area.

(h) Sales Tax: Each retailer in Illinois who makes a sale of building materials to be permanently affixed and incorporated into real estate located within the Enterprise Zone Area, as amended from time to time, by remodeling, reconstruction or new construction may deduct receipts from such sales when calculating the retail sales tax imposed by the State of Illinois under and pursuant to the Illinois Retailer's Occupation Tax Act. The deduction allowed hereby shall be limited to and shall only apply to any remodeling, rehabilitation or new construction of a qualified commercial, industrial or manufacturing project which complies with the following conditions:

13. The claimant must obtain an Applicant I.D. Number from the IDOR website [www.tax.illinois.gov](http://www.tax.illinois.gov).
14. The claimant must file with the Zone Administrator the following information on the form provided by the Zone Administrator:
  - a. the name and address of the contractor(s), subcontractor or other entity(s);
  - b. the name and number of the enterprise zone;
  - c. the name and location or address of the building project in the enterprise zone;
  - d. the estimated amount of the exemption for the claimant or claimant's contractor, subcontractor or other entity for which a request for Exemption Certificate is made, based on a stated estimated average tax rate and the percentage of the contract that consists of building materials;
  - e. the period of time over which building materials for the project are expected to be purchased; and,
  - f. other reasonable information as the Zone Administrator may require.
15. The Zone Administrator will then request (by providing the above information on the IDOR website) IDOR to issue an Enterprise Zone Building Materials Exemption Certificate for the claimant or claimant's contractor, subcontractor or other entity identified by the Zone Administrator.
16. IDOR shall issue the Enterprise Zone Building Materials Exemption Certificate directly to the claimant or claimant's contractor, subcontractor or other entity. IDOR shall also provide the Zone Administrator with a copy of each Exemption Certificate issued. This Exemption Certificate is the evidence from IDOR that the Exemption is applicable and secures the Exemption and related tax incentive savings to the claimant.
17. As to each vendor or seller of the building materials, the claimant or claimant's contractor, subcontractor or other entity must provide to the vendor/seller of the building material a

completed IDOR Form EZ-1 containing the following information:

- a. a statement that the building materials are being purchased for incorporation into real estate located in an Illinois enterprise zone;
  - b. the location or address of the real estate into which the building materials will be incorporated;
  - c. the name of the enterprise zone in which that real estate is located;
  - d. a description of the building materials being purchased;
  - e. the purchaser's Enterprise Zone Building Materials Exemption Certificate number issued by IDOR;
  - f. the purchaser's signature and date of purchase.
18. IDOR may deny any entity the Enterprise Zone Building Materials Exemption Certificate if such entity owes any tax liability to the State of Illinois.

**SECTION 9: Intergovernmental Agreement:** The Chief Elected Official of the County shall have and is hereby given authority to execute an Intergovernmental Agreement between the City of Highland, the City of Troy, the Village of St. Jacob, the Village of Maryville, the Village of Glen Carbon, and the City of Collinsville which will indicate their willingness and desire to participate in the Enterprise Zone Program and which will set out the criteria for cooperation, participation and management of said Enterprise Zone.

**SECTION 10: Ordinance:** This Ordinance and each and every provision hereof shall be considered separable and the invalidity of any section, clause, paragraph, sentence or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance. All ordinances or parts of ordinances conflicting with any of the provisions of this Ordinance shall be and the same are hereby repealed. This Ordinance shall take effect, as indicated in Section 5, above, following its passage, approval, recording, inspection and publication, as may be required, according to law.

Presented, passed, and approved by the Madison County Board this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Honorable Alan J. Dunstan  
Madison County Board Chairman

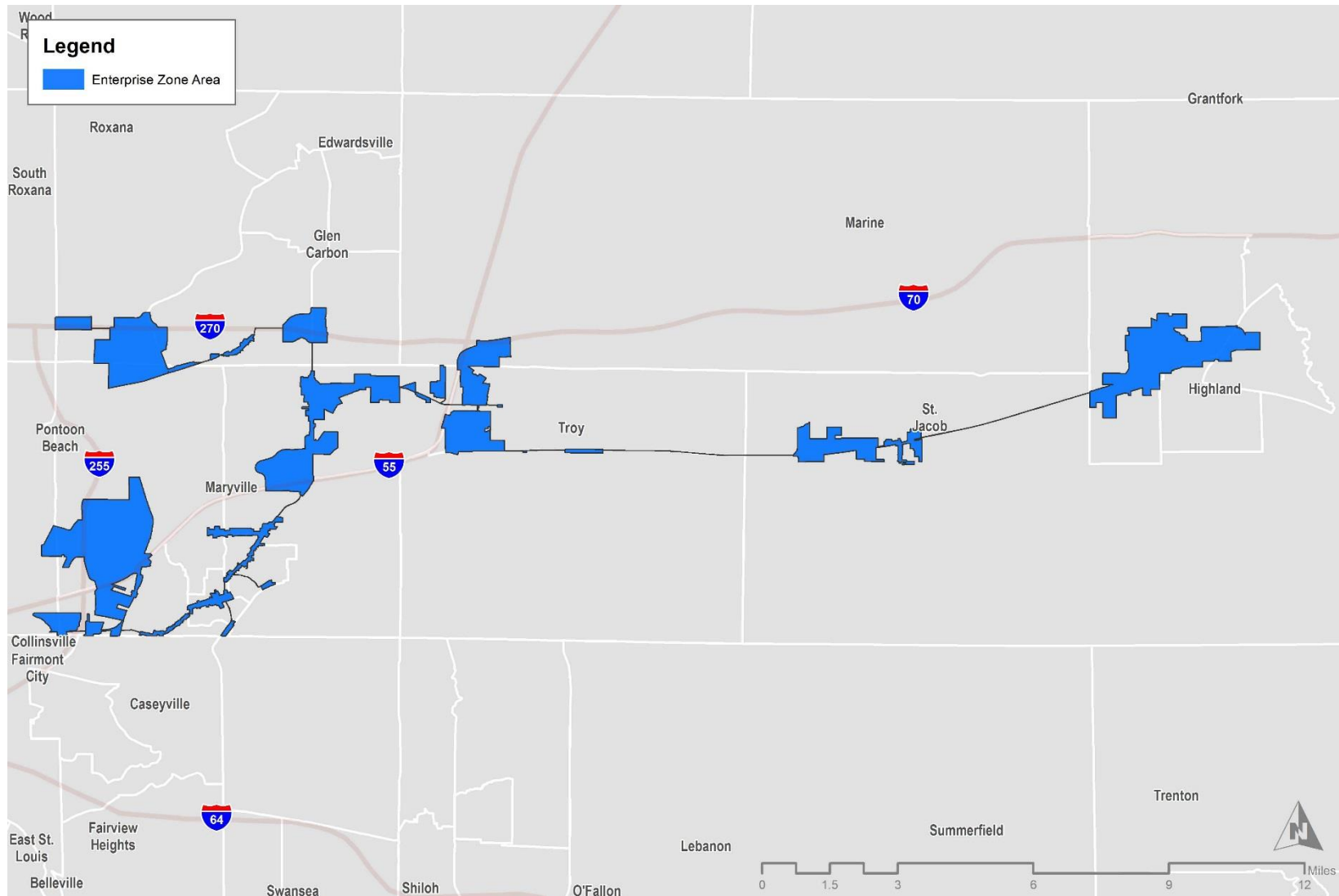
**ATTEST:**

\_\_\_\_\_  
Honorable Debra D. Ming-Mendoza  
Madison County Clerk

**EXHIBIT A**

**CERTIFICATE OF PUBLICATION  
OF NOTICE OF PUBLIC HEARING**

**EXHIBIT B**  
**ENTERPRISE ZONE MAP**



## **EXHIBIT C**

### **ENTERPRISE ZONE**

#### **DISCOVERY ENTERPRISE ZONE BOUNDARY LEGAL DESCRIPTION**

Beginning at the Southwest corner of Section 30, Township 4 North, Range 8 West of the 3<sup>rd</sup> Principal Meridian, Madison County, Illinois; thence North along the West line of said Section 30 to the Southwest corner of a tract of land described in document 2004R45481, said point is also the North R.O.W. line of Chain of Rocks Road; thence Easterly along said R.O.W. to the intersection with the Northerly prolongation of the East line of a tract of land described in book 3116, page 31; thence South along said prolongation and the East line of said tract and the Southerly prolongation to the intersection with the centerline of the East bound R.O.W. of Interstate 270; thence East along said centerline to the intersection with the West line of Section 32, Township 4 North, Range 8 West; thence North along said line to the North R.O.W. of I-270; thence East along said R.O.W. to the intersection with the West line of a tract of land described in document 2006R09725; thence North along said line and the Northerly prolongation to the intersection with the North R.O.W. line of Chain of Rocks Road; thence Easterly, Northeasterly and Easterly along said R.O.W. to the intersection with the East R.O.W. line of State Route 157; thence Southerly along said R.O.W. line to the intersection with the North R.O.W. line of Interstate 270; thence Southeasterly and Easterly along said R.O.W. to the intersection with the East line of said Section 32; thence South along said line to the intersection with the East line of a tract of land described in document 2003R01343; thence Southerly along said line and the Southeasterly prolongation to the Southerly R.O.W. line of Glenwood Drive; thence Southwesterly along said R.O.W. to the intersection with the East R.O.W. line of State Route 157; thence Southeasterly along said R.O.W. to the Southwest corner of Meadow Terrace 1<sup>st</sup> Addition, recorded in plat book 33, page 79; thence Northeasterly along said subdivision to the Southwest corner of Lot 23 in Crystal View Subdivision, recorded in plat cabinet 60, page 40; thence Northeasterly along the Southerly lot lines of lots 23 thru 18, 46 thru 55 and Out Lot and the Northeasterly prolongation to the intersection with the West line of the 1<sup>st</sup> Addition to Woodcrest Subdivision recorded in plat cabinet 56, page 2; thence Southerly along said line to the intersection with the North R.O.W. of West Main Street; thence Easterly along said R.O.W. to the intersection with the centerline of Glenlake Drive; thence South along said centerline to the centerline of West Main Street; thence Northeasterly along said centerline to the intersection with the Southerly prolongation of the West R.O.W. line of Steis's Street; thence North along said prolongation and West R.O.W. line to the South line of Lot 1, Block 1 of Steis's Addition, recorded in plat book 5, page 69; thence due East to the intersection with the East R.O.W. line of Center Street; thence South along said line and the Southerly prolongation to the centerline of West Main Street; thence Northeasterly along said centerline to the intersection with the East line of the Madison County Transit Bike Trail, described in book 4426, page 5784; thence Northeasterly along said line to the intersection with the East R.O.W. line of South Meridian Road; thence South along said R.O.W. line to the Northwest corner of a tract described in book 4214, page 1167; thence Northeasterly along the North line of said tract to the Southwest corner of a tract described in book 3062, page 363; thence Easterly and Northeasterly along the South and East line of said tract to the Northwest corner of a tract described in book 3656, page 2423; thence East along the North line of said tract to the West line of a tract described in book 4476, page 5861; thence Northeasterly along said West line to the Southwest corner of a tract described in book 3768, page 1066; thence Northerly and Easterly along said tract to the Southeast corner of a tract described in document 2014R12780; thence Northeasterly along the East line of said tract crossing over Meridian Road and continuing along said East line to the intersection with the West R.O.W. line of South Main Street; thence East to a point that is 6 feet West of the centerline of South Main Street; thence Northeasterly and parallel 6 feet from said centerline to the intersection with the centerline of Eastbound Interstate 270; thence East along said centerline to the West line of Section 35, Township 4 North Range 8 West; thence North along said line

to the intersection with the West line of a tract described in document 2012R33684; thence Northeasterly and Easterly along said West line to the intersection with the West R.O.W. line of State Route 159; thence North along said R.O.W. line to the North R.O.W. line of Green Acres Road; thence East to the Northwest corner of Colligan Subdivision, recorded in plat book 37 page 29; thence East and South along said Subdivision and the Southerly prolongation to the North line of a Cemetery owned by Oaklawn Cemetery Association; thence West and South along said Cemetery to the North line of a tract described in book 3439, page 597; thence East and South along said tract to the intersection with the West R.O.W. line of Oaklawn Road; thence due East to the East R.O.W. line of said road; thence Southerly along said R.O.W. line and the Southerly prolongation to the intersection with the South R.O.W. line of Glen Crossing Road; thence West along said R.O.W. and the Westerly prolongation to a point that is 6 feet East of the centerline of State Route 159; thence South and parallel 6 feet from said centerline to the intersection with the Westerly prolongation of the North line of a tract described in document 2004R66304; thence Easterly along said prolongation and North line to the West line of the 2<sup>nd</sup> Addition to Autumn Oaks Subdivision, plat cabinet 63, page 178; thence Southerly along said line to the intersection with the West line of the 1<sup>st</sup> Addition to Autumn Oaks Subdivision, plat cabinet 62, page 169; thence Southeasterly, Easterly and Northerly along said line to the Southwest corner of The Villages at Amberleigh, plat cabinet 65, page 105; thence East and North along said Subdivision to the Northeast corner thereof; thence East along the North line of a tract described in document 2012R25824 and the Easterly prolongation to the West line of a tract described in document 2012R40875; thence South along said line and East along the South line of said tract and the Easterly prolongation to the intersection with the East R.O.W. line of Old Troy Road; thence South along said R.O.W. to the intersection with the Westerly prolongation of the South line of a tract described in book 2507, page 5; thence East to the Southwest corner of said tract; thence Northeasterly along the North line of said tract and the Northeasterly prolongation to the Northeast corner of a tract described in document 2006R10128; thence South along said tract to the North R.O.W. of State Route 162; thence Southeasterly along said R.O.W. to the Southeast corner of a tract described in document 2010R00546; thence due South to a point that is 6 feet North of the centerline of Edwardsville Road; thence Southeasterly along a line that is 6 feet Northeasterly from said centerline to the intersection with the centerline of Formosa Road; thence Northeasterly along said centerline to the intersection with the Easterly prolongation of the South line of Lot 2, in Wilrose Acres – First Addition, plat book 66, page 13; thence West along said Southerly prolongation and the South line to the Southwest corner thereof; thence North and West along said lot to the Southeast corner of a tract described in book 4045, page 1295; thence West, North, West and North along said tract to the Southeast corner of Lot 49 in the First Addition to Waterford Place, plat cabinet 65, page 331; thence West, North and East along said subdivision to the intersection with the West R.O.W. line of Tramore Drive; thence Northerly along said R.O.W. to the intersection with the West prolongation of the South line of Lot 19 in Waterford Place, plat cabinet 65, page 129; thence East along said prolongation and South line to the West line of Outlot D in the said First Addition to Waterford Place; thence North along said line to the intersection with the North R.O.W. line of Bouse Road; thence East along said R.O.W. to the intersection with the Northerly prolongation of the East line of said Outlot D; thence South along said prolongation and East line to a point; thence East along the North line of said Outlot and the Easterly prolongation to the East R.O.W. line of Formosa Road; thence South along said R.O.W. to the intersection with the Easterly prolongation of the South line of Lot 2 in said Wilrose Acres – 1<sup>st</sup> Addition; thence West to a point that is 6 feet East of the centerline of Formosa Road; thence South and Southwesterly along a line that is 6 feet East of and parallel to said centerline to a point 6 feet North of the centerline of Edwardsville Road; thence Easterly along a line that is 6 feet North of and parallel to the centerline of Edwardsville Road to the intersection with the Southerly prolongation of the West line of a tract described in document 2008R28564; thence North along said prolongation and West line to the Northwest corner thereof; thence East to the Southwest corner of a tract described in book 4475, page 804; thence North, West and North along said tract and the Northerly prolongation to the intersection with the East R.O.W. line of Liebler Road; thence due West to the intersection with the West R.O.W. line of Interstate 55/70; thence Northerly along said R.O.W. to the Southeast corner of a tract described in



document 2011R06832; thence North along the East line of said tract approximately 342 feet to a point, said point is approximately 170 feet Northwesterly from the centerline of the Interstate 70 Northbound R.O.W.; thence in a Northeasterly direction and parallel to said centerline approximately 2,075 feet to a point, said point is approximately 141 feet from said centerline; thence due North to the intersection with the North R.O.W. of Interstate 270; thence Easterly along said R.O.W. to the intersection with the West R.O.W. line of Riggin Road; thence Southeasterly to the Southwest corner of Lot 35 in Bangert Subdivision – 3<sup>rd</sup> Addition, plat cabinet 54, page 165, said point is also on the East R.O.W. line of Riggin Road; thence South along said R.O.W. to the intersection with the Easterly prolongation of the South line of a tract described in document 2012R47578; thence Westerly along said prolongation and South line to the East R.O.W. line of South Klenke Road; thence South along said R.O.W. and the Southerly prolongation to the South R.O.W. line of Bouse Road; thence West along said R.O.W. to the intersection with the Northeast R.O.W. line of Zenk Road; thence Southeasterly along said R.O.W. to the intersection with the Northeasterly prolongation of the Northwest line of a tract described in book 4608, page 5418; thence along said prolongation Southwesterly and said tract Southwesterly, South, Southeasterly and Northeasterly to the Northwest corner of a tract described in book 4580, page 193; thence Southeasterly and Northeasterly along said tract and the Northeasterly prolongation to the Northeast R.O.W. line of said Zenk Road; thence Southeasterly along said R.O.W. line to the intersection with the Northeasterly prolongation of the Northwest line of a tract described in book 3984, page 1214; thence Southwesterly along said prolongation and said tract to the Southwest corner thereof; thence continuing Southwesterly and Easterly along a tract described in book 3103, page 802 to the Northwest corner of a tract described in document 2005R03332; thence along said tract Southwesterly and Easterly to the West line of Lot 26 in Prairieland Subdivision of plat cabinet 51, page 180; thence Southwesterly along said line and the Southerly prolongation to the North R.O.W. line of Edwardsville Road; thence South to a point 6 feet from the centerline of Edwardsville Road; thence Easterly and parallel to said centerline to a point that intersects the Northerly prolongation of the West line of Lot 2A in 162 Commons Subdivision, plat 65, page 82; thence North along said prolongation to the North R.O.W. line of said Edwardsville Road; thence East along said R.O.W. to the intersection with the Northerly prolongation of the East line of Lot 2C of said 162 Commons Subdivision; thence South along said line and the East line to the Southeast corner thereof; thence West to the Southwest corner of said Lot 2A; thence North along the west line of said lot and the Northerly prolongation to the intersection with the centerline of Edwardsville Road; thence Westerly along said centerline to the intersection with the Southerly prolongation of the West line of said Prairieland Subdivision; thence South along said line to the South R.O.W. line of Edwardsville Road; thence West along said R.O.W. to the intersection with the East R.O.W. line of SrA Bradley R. Smith Drive; thence South along said R.O.W. to the North line of a tract described in book 4306, page 94; thence along said line Easterly and Southerly to the intersection with the North R.O.W. of Collinsville Road; thence Southwesterly, Northerly and Westerly along said tract to the Northeast corner of Lot 3 in The Greens of Troy – No. 2, plat cabinet 65, page 346; thence South and West along said lot to the Northwest corner of a tract described in book 4589, page 596; thence South along said tract to the North R.O.W. of Collinsville Road; thence Northeasterly along said R.O.W. to the intersection with the Northerly prolongation of the East line of a tract described in document 2009R26666; thence South along said prolongation and East line to the Northwest corner of a tract described in document 2008R47521; thence East along said tract to the intersection with the West R.O.W. line of Springvalley Road; thence South along said R.O.W. and the Southerly prolongation to a point 6 feet North of the centerline of US Highway 40; thence Easterly and parallel to said centerline to the intersection with the West line of Section 10, Township 3 North, Range 7 West; thence North along said line to the North R.O.W. of said US Highway 40; thence East along said R.O.W. to the intersection with the East line of said Section 10; thence South along said line to a point 6 feet North of the centerline of said US Highway 40; thence Easterly and parallel to said centerline to the intersection with the Westerly R.O.W. line of State Route 4; thence North to the intersection with the North R.O.W. of US Highway 40 and the West R.O.W. of State Route 4; thence Northerly along the West R.O.W. of State Route 4 to the intersection with the centerline of the East Fork of Silver Creek; thence Easterly along said centerline to the intersection with the

Northwest corner of a tract described in book 2403, page 224; thence along said tract Northeasterly, South and East to the West line of a tract described in book 3549, page 2175; thence along said tract North, East, South, West, South and East to the intersection with the South R.O.W. of Keck Road; thence North along the West R.O.W. line of said Keck Road approximately 40 feet to the intersection with the Westerly prolongation of the North R.O.W. of said Keck Road; thence Easterly along said prolongation and North R.O.W. line of said road to the Southeast corner of a tract described in book 3187, page 2233; thence due South to the intersection with the South R.O.W. line of US Highway 40; thence Easterly along said R.O.W. to the intersection with the Southerly prolongation of the West line of Lot 2 in Simmons Subdivision, plat cabinet 54, page 175; thence along said prolongation and said Lot 2, North and East to the West line of a tract described in document 2008R36256; thence along said tract North and East and the Easterly prolongation to the intersection with the East R.O.W. line of Kathy Court; thence South along said R.O.W. to the North R.O.W. of Irene Drive; thence Easterly along said R.O.W. and the Easterly prolongation to the West line of Lot 2 in Country Courts Subdivision, plat book 49, page 172; thence along said lot Southeasterly, East and North and the Northerly prolongation to the intersection with the North R.O.W. of Keck Road; thence East along said R.O.W. and the Easterly prolongation to the East R.O.W. line of Marine Road; thence South along said R.O.W. and the Southerly prolongation to the intersection with the South R.O.W. of US Highway 40; thence Northeasterly along said R.O.W. to the intersection with the Southerly prolongation of the West line of a tract described in book 3202, page 407; thence North along said prolongation to the Southwest corner of said tract; thence along said tract North, East, North and East to the West line of a tract described in book 3005, page 2320; thence along said tract North, East and South and the Southerly prolongation to a point 6 feet North of the centerline of US Highway 40; thence Northeasterly and parallel to said centerline to the intersection with the West line of Section 6, Township 3 North, Range 5 West; thence North along said line to the intersection with the North R.O.W. line of US Highway 40; thence Northeasterly along said R.O.W. line to the intersection with the South R.O.W. line of Kennedy Lane; thence Westerly along said line to the intersection with the West R.O.W. line of a private 40 wide roadway as shown on plat cabinet 59, page 79; thence North along said R.O.W. and the Northerly prolongation to the North line of said Section 6; thence East along said section line to the West R.O.W. line of Frank Watson Parkway; thence Northerly along said R.O.W. to the South R.O.W. line of Sportsman Road; thence West along said R.O.W. to the intersection with the Southerly prolongation of the West line of a tract described in document 2012R51643; thence North along said prolongation and tract to the Southwest corner of a tract described in book 2681, page 307; thence East, North and West along said tract to the Southwest corner of a tract described in document 2009R59897; thence North and East along said tract to the intersection with the North R.O.W. line of Koepfli Lane; thence Easterly along said R.O.W. to the intersection with the West line of a tract described in book 3098, page 1679; thence North along said line and the Northerly prolongation to the intersection with the North R.O.W. of State Route 143; thence Southeasterly along said R.O.W. to the intersection with the West R.O.W. line of Cally Lane; thence North along said R.O.W. to the intersection with the Westerly prolongation of the North line of Lot 1 in Cally Park Subdivision, plat cabinet 62, page 125; thence along said prolongation and lot line East and South to the Northwest corner of a tract described in book 3974, page 2105; thence along said tract East, North, East and South to the North R.O.W. of Troxler Avenue; thence South to a point on the South R.O.W. line of said Troxler Avenue; thence West along said R.O.W. to the Northwest corner of a tract described in book 2857, page 648; thence along said tract Southeasterly and Easterly and the Easterly prolongation to the intersection with the West R.O.W. line of State Route 160; thence North along said R.O.W. and the Northerly prolongation to the intersection with the North R.O.W. line of Troxler Avenue; thence Easterly along said R.O.W. and the Easterly prolongation to the East R.O.W. line of US Highway 40; thence Southwesterly along said R.O.W. to the Northwest corner of a tract described in book 3976, page 1839; thence along said tract Easterly and Southerly to the South R.O.W. line of Veterans Honor Parkway; thence Southeasterly along said R.O.W. to the intersection with the West line of a tract described in document 2010R53485; thence along said tract North and East and the Easterly prolongation to the East line of Section 33, Township 4 North, Range 5 West; thence South along said line to the South R.O.W. line of Trestle Road; thence Westerly

along said R.O.W. to the intersection with the East line of a tract described in book 4013, page 21; thence along said tract South, West, Northeasterly and Westerly to the East R.O.W. line of Sycamore Street; thence Southwesterly along said R.O.W. to the intersection with the Easterly prolongation of the South line of a tract described in book 4582, page 3953; thence Westerly along said prolongation and tract to the East R.O.W. line of Poplar Street; thence South along said R.O.W. to the intersection with the Easterly prolongation of the South R.O.W. of 6<sup>th</sup> Street; thence Westerly along said prolongation and R.O.W. to the intersection with the East R.O.W. of Walnut Street; thence South along said R.O.W. to the intersection with the South R.O.W. of 8<sup>th</sup> Street; thence West along said R.O.W. to the East R.O.W. of Chestnut Street; thence South along said R.O.W. to the North R.O.W. line of Broadway; thence South to the intersection of the East R.O.W. line of Old Trenton Road and the South R.O.W. line of Broadway; thence South along said Old Trenton Road R.O.W. to the North line of Lot 12, Block 28 in the Original Town of Highland, plat book 4, page 40; thence West to the East R.O.W. of said Old Trenton Road; thence along said R.O.W. South and East to the intersection with the Northerly prolongation of the West line of Lot 1, Block 45 of said Original Town of Highland; thence along said prolongation and lot line and Southerly prolongation to the intersection with the South R.O.W. line of 13<sup>th</sup> Street; thence Westerly along the Westerly prolongation of said R.O.W. to the Southeast corner of a tract described in book 2472, page 26; thence West along said tract to the East line of a tract described in book 3948, page 1660; thence South along said tract to the Northeast corner of a tract described in book 4400, page 3991; thence along said tract South and West and the Westerly prolongation to the West R.O.W. line of New Trenton Road; thence North along said R.O.W. to the Southeast corner of a tract described in document 2011R36063; thence along said tract West, North and the Northerly prolongation to the intersection with the South R.O.W. line of Highland Road; thence Southwesterly along said R.O.W. to the intersection with a tract described in book 3657, page 1983; thence along said tract Southwesterly, South, West, North, West, North, Southwesterly, South and the Southerly prolongation to the South line of Section 6, Township 3 North, Range 5 West; thence West along said line to the Southwest corner of a tract described in book 4506, page 3570; thence North along said tract to the intersection with the Easterly prolongation of the South line of a tract described in document 2005R02495; thence West along said prolongation and South line to the East line of a tract described in book 3039, page 2174; thence due South to the North line of a tract described in book 4273, page 1060; thence West along said line to the West line of Section 6, Township 3 North, Range 5 West; thence North along said line to the intersection with the centerline of US Highway 40; thence Westerly along said centerline to the intersection with the Southerly prolongation of the West line of Lot 83 in Stonebrook Estates 2<sup>nd</sup> Addition, plat cabinet 57, page 19; thence South along said prolongation to the South R.O.W. line of US Highway 40; thence Southwesterly along said R.O.W. to the West line of Section 10, Township 3 North, Range 6 West; thence South along said line to the South R.O.W. of CSX Railroad; thence Northeasterly along said R.O.W. approximately 734 feet to a point; thence due South to the intersection with the South R.O.W. line of Ellis Road; thence West along said R.O.W. to the intersection with the Southerly prolongation of the East line of Lot 1, Block 7 of the Original Town of St. Jacob; thence North along said line to the Southeast corner thereof; thence North, West and South along said lot line to the intersection with the Easterly prolongation of the South R.O.W. line of Powell Lane; thence West along said line and said R.O.W. to the intersection with the East line of Section 9, Township 3 North, Range 6 West; thence North along said line to the intersection with the Easterly prolongation of the South line of a tract described in book 3158, page 1402; thence West along said line to the Southeast corner thereof; thence North and West along said tract and the Westerly prolongation to the intersection with the West R.O.W. line of Washington Street; thence North along said R.O.W. to the intersection with the South R.O.W. line of 6<sup>th</sup> Street; thence Westerly along said R.O.W. to a point that is the Northwest corner of Lot 8, Block 12 of Schiele's 2<sup>nd</sup> Addition, plat book 20, page 74, said point is also on the East R.O.W. of an alley; thence South along said alley R.O.W. and the Southerly prolongation to the North line of Lot 4, Block 3 of the Original Town of St. Jacob; thence West and South along said lot and the Southerly prolongation to the Southwest corner of Lot 4, Block 2 of said Original Town of St. Jacob; thence East along said lot line and the Easterly prolongation to the intersection with the Northerly prolongation of the West line of a tract described in book 3348, page 153; thence South

along said line to the intersection with the North R.O.W. line of Main Street; thence East along said R.O.W. to the intersection with the Northerly prolongation of the East line of Out Lot 5 in the Original Town of St. Jacob; thence South along said prolongation and the East line of said out lot to the Southeast corner thereof; thence West along the South line of said out lot to the East line of Out Lot 6 of said Original Town of St. Jacob; thence South and West along said out lot to a point 165 feet East of the East R.O.W. line of Douglas Street; thence North and parallel to said R.O.W. line 204.5 feet to a point, said point is 150 feet South of the South R.O.W. line of Main Street; thence East and parallel to said South R.O.W. line to the Southeast corner of a tract described in document 2011R13696; thence North along the East line of said tract to the South R.O.W. line of Main Street; thence West along said R.O.W. to the Northeast corner of a tract described in document 2007R42299; thence along said tract South and West to the East R.O.W. line of Douglas Street; thence South along said R.O.W. to the intersection with the East prolongation of the South line of a tract described in document 2014R14495; thence West along said prolongation to the Southeast corner of said tract; thence West and North along said tract to the South R.O.W. of Main Street; thence West along said R.O.W. to the intersection with the Southerly prolongation of the West line of a tract described in book 2448, page 522; thence North along said prolongation and West line and Northerly prolongation to the South line of Lot 4, Block 6, in J. & E. Schroths Addition, plat book 19, page 45; thence East along said lot line to the West R.O.W. of an alley; thence North along said R.O.W. to the intersection with the South R.O.W. of 6<sup>th</sup> Street; thence Southwesterly along said R.O.W. to the intersection with the East R.O.W. of Jacob Street; thence due West to the West R.O.W. of said Jacob Street; thence North along said R.O.W. and the Northerly prolongation to the South R.O.W. line of the CSX Railroad, described in book 4340, page 1998; thence North and Westerly along said R.O.W. to the intersection with the Northwest corner of The Meadows of St. Jacob Subdivision, plat cabinet 65, page 47; thence South along the West side of said subdivision to the Southwest corner of Lot 50 in said subdivision; thence East along the South line of said lot and the Easterly prolongation to the East R.O.W. of Olyvia Drive; thence South along said R.O.W. and the Southerly prolongation to the intersection with the South R.O.W. line of Main Street; thence West along said R.O.W. to the intersection with the Southerly prolongation of the East line of a tract described in book 4359, page 2944; thence along said prolongation and tract North and West to the East line of Section 8, Township 3 North, Range 6 West; thence North along said section line to the South R.O.W. line of said CSX Railroad; thence Southwesterly along said R.O.W. to the East line of a tract described in document 2008R47211; thence South along said tract and the Southerly prolongation to the South R.O.W. line of Ellis Road; thence West along said R.O.W. to the intersection with the Southerly prolongation of the West line of a tract described in document 2007R47694; thence North along said prolongation to the Southwest corner thereof; thence along said tract North and East to the intersection with the South R.O.W. line of said CSX Railroad; thence Northwesterly to the Southeast corner of a tract described in book 3190, page 936; thence along said tract North, Northwesterly and Westerly and the Westerly prolongation to the intersection with the West R.O.W. line of State Route 4; thence due North to the intersection with the centerline of US Highway 40; thence Westerly along said centerline to the intersection with the East line of Section 10, Township 3 North, Range 7 West; thence South along said section to the Southeast corner of a tract described in document 2004R45373; thence West along the South line of said tract and the Westerly prolongation to the Southwest corner of a tract described in book 3263, page 2185; thence North along the West line of said tract and the Northerly prolongation to the intersection with the centerline of US Highway 40; thence Westerly along said centerline to the intersection with the Northerly prolongation of the East R.O.W. line of Lions Drive; thence South along said prolongation and East R.O.W. line to the intersection with the Easterly prolongation of the South line of Thompson Industrial Park Subdivision, plat cabinet 52, page 25; thence West along said prolongation to the Southeast corner thereof; thence along said subdivision West, North, West, North and the Northerly prolongation to the intersection with the centerline of US Highway 40; thence Westerly along said centerline to the intersection with the West R.O.W. line of Springvalley Road; thence South along said R.O.W. to the South R.O.W. of US Highway 40; thence Westerly along said R.O.W. to the intersection with the East R.O.W. line of Formosa Road; thence Southerly along said R.O.W. line to the intersection

with the South R.O.W. line of Plummer Business Drive; thence Westerly along said R.O.W. line to the intersection with the East R.O.W. line of Formosa Road; thence Northwesterly across US Highway 40 and Interstate 55 to a point on the West R.O.W. line of Formosa Road; thence Northerly along said R.O.W. line to the Northeast corner of a tract described in document 2013R05022; thence West along said tract to the Southeast corner of Country Village 3<sup>rd</sup> Addition Subdivision, plat book 49, page 53; thence Northeasterly along said subdivision and the Northeasterly prolongation to the intersection with the Westerly prolongation of the South line of a tract owned by IDOT, described in document 2012R05315; thence along said prolongation Southeasterly to the Southwest corner of said tract, said corner is also on the North line of a tract described in document 2010R25732; thence along said tract Southeasterly and Northeasterly to the South line of a tract described in document 2012R09725; thence Easterly along said tract and the Easterly prolongation to the West line of a tract described in book 4306, page 94; thence North along said tract to the South line of a tract described in book 4378, page 4318; thence East along said tract to the intersection with the West R.O.W. line of SrA Bradley R. Smith Drive; thence North along said R.O.W. line to the intersection with the South R.O.W. line of Edwardsville Road; thence West along said R.O.W. to the intersection with the Southerly prolongation of the West line of a tract described in document 2008R28564; thence North along said prolongation to the intersection with the centerline of Edwardsville Road; thence Westerly and Northwesterly along said centerline to the intersection with the Northerly prolongation of the East line of a tract described in book 3782, page 1200; thence along said prolongation and tract South, West and North to the Southeast corner of Lot C-1 in Windsor Way Planned Development, plat cabinet 65, page 235; thence Northwesterly along said development to the intersection with the centerline of Gliddon Blvd; thence Northerly along said centerline to the intersection with the Southeasterly prolongation of the South line of Lot C-6 in said development; thence along said prolongation and lot line Northwesterly and North to the intersection with the South R.O.W. line of State Route 162; thence North, Northwesterly, Westerly and North along said R.O.W. to the intersection with the centerline of said State Route 162; thence Westerly along said centerline to the East line of Section 1, Township 3 North, Range 8 West; thence South along said line to the Southeast corner of a tract described in document 2004R71309; thence West along said tract to the East line of The Villas at Remington, plat cabinet 65, page 189; thence along said plat Northerly and Westerly and the Westerly prolongation to the intersection with the East R.O.W. line of Lakeview Acres Road; thence South along said R.O.W. to the intersection with the Northwest corner of said Villas at Remington; thence due West to the Southeast corner of a tract described in book 3242, page 1831; thence along said tract West and North to the intersection with the South R.O.W. line of State Route 162; thence West along said R.O.W. to the East line of Tuscany Ridge subdivision, plat cabinet 65, page 108; thence South along the East line of said subdivision to the Southeast corner of Lot B in said subdivision; thence West along the South line of said lot and the Westerly prolongation and the South line of Lot A to the East R.O.W. line of Vadalabene Drive; thence along said R.O.W. Southeasterly and Southwesterly to the Northwest corner of a tract described in book 4423, page 1663; thence Southeasterly along said tract to the Southeast corner of a tract described in book 3525, page 1505; thence Southwesterly along said tract to the East line of the Maryville East Industrial Complex, plat cabinet 52, page 22; thence along said tract Southwesterly and Northwesterly to the Northeast corner of a tract described in book 2575, page 23; thence South along said tract and the Southerly prolongation to the intersection with the South R.O.W. line of East Division Street; thence Westerly along said R.O.W. to the East R.O.W. line of an alley in Block 14 of Donk's 2<sup>nd</sup> Addition, plat book 10, page 24; thence South along said R.O.W. to the North R.O.W. line of Perry Street; thence East along said R.O.W. to the East R.O.W. line of Donk Avenue; thence South along said R.O.W. to the South R.O.W. line of Union Street; thence West along said R.O.W. to the Northwest corner of Lot 8, Block 10 of Donk's 1<sup>st</sup> Addition, plat book 7, page 51; thence South along the West line of said lot and the Southerly prolongation to the Northeast corner of Lot 2 in said subdivision; thence along said lot West and South and the Southerly prolongation to the North R.O.W. line of Main Street; thence South to the Northwest corner of Lot 6, Block 4 of the Original Town of Maryville, said point is also on the East R.O.W. of an alley; thence South along said R.O.W. and the Southerly prolongation to the Northwest corner of Lot 3 in Morgan's Addition, plat cabinet 56, page 134;

thence Southerly, East, North, East and North along said lot to the North line of Lot 2 of said addition; thence East along said line to the Northwest corner of Lot 3 in said addition; thence Southeasterly along said lot to the most Southerly corner of said lot; thence due East to the intersection with the East line of a tract described in book 4429, page 1021; thence Northeasterly along said tract to the intersection with the North R.O.W. line of Main Street; thence Easterly along said R.O.W. to the intersection with the Northerly prolongation of the East line of a tract described in book 4643, page 6106; thence South along said tract and the Southerly prolongation to the intersection with the Southeast R.O.W. line of Lakeview Acres Drive; thence Southwesterly along said R.O.W. to the intersection with the South line of Section 11, Township 3 North, Range 8 West; thence Westerly along said Section line to the East R.O.W. line of Maryville Road; thence Southerly along said R.O.W. and the Southerly prolongation across Interstate 55 to the Southeasterly R.O.W. of Vandalia Street; thence Southwesterly along said R.O.W. to the most Westerly corner of Lot 23 in Bouse Addition, plat book 36, page 34; thence Northwesterly along a line to a point that intersects the centerline of Vandalia Street that would continue to the most Easterly corner of Lot 74 of Bouse 2<sup>nd</sup> Addition, plat book 31, page 69; thence from said point, Southwesterly along said centerline to the intersection with the Northwesterly prolongation of the North line of a tract described in book 3342, page 67; thence Southeasterly along said prolongation and North line to the East line of Section 22, Township 3 North, Range 8 West; thence South along said section line to a point on the West line of Lot 47 in Spring Meadow Subdivision, plat cabinet 54, page 195 that is approximately 114 feet South of the Northwest corner; thence due West to the intersection with the North line of a tract described in book 4264, page 1728; thence along said tract Southeasterly to the most Northerly corner of a tract described in document number 2013R30497; thence Southwesterly, Southeasterly, Southwesterly, Southeasterly and Easterly to the Northeast corner of a tract described in document 2009R11157; thence along said tract, Southwesterly and Westerly to the Northwest corner of Lot 1 in Orchard Court Subdivision, plat book 39, page 16; thence South along said lot and the Southerly prolongation to the intersection with the South R.O.W. of Duplex Court; thence West along said R.O.W. to the Northwest corner of Lot 2 in Pine Lake Crossings Subdivision, plat cabinet 65, page 264; thence along said lot Southerly to the intersection with the North R.O.W. line of Pine Lake Road; thence East along said R.O.W. to the intersection with the Northerly prolongation of the East R.O.W. line of Olivers Road; thence Southwesterly along said R.O.W. and the Southwesterly prolongation to the Northeast corner of Lot 3, Block 5 of North Gate Subdivision, plat book 34, page 58; thence Southwesterly along said lot and the Southwesterly prolongation to the Southwest corner of Lot 10, Block 5 in said subdivision; thence Southeasterly along said lot to the Northwest corner of a tract described in book 3431, page 1176; thence Southwesterly along said tract and the Southwesterly prolongation to the South R.O.W. line of Concord Place; thence Northwesterly along said R.O.W. to the intersection with the East R.O.W. of an alley in Block 3 of North Gate Subdivision, plat book 13, page 58; thence Southwesterly along said R.O.W. and the Southwesterly prolongation to the North R.O.W. line of Claremont Court; thence along said R.O.W. Southeasterly and Easterly to the intersection with the Northerly prolongation of the West line of Lot 16, Block 1 of North Gate Subdivision, plat book 13, page 58; thence South along said prolongation and West line and Southerly prolongation to the South R.O.W. line of California Avenue; thence West along said R.O.W. to the Northwest corner of Lot 1, Block 2 of Fletcher Heights 1<sup>st</sup> Subdivision, plat book 6, page 74; thence South along said lot and Southerly prolongation to the South R.O.W. of Illinois Avenue; thence West along said R.O.W. to the Northwest corner of Lot 4, Block 8 in said Subdivision; thence South along said West lot line and the Southerly prolongation to the South R.O.W. of an alley in said Block 8; thence West along said R.O.W. line to the Northwest corner of Lot 10, Block 8 in said Subdivision; thence South along said West lot line to the South R.O.W. line of Indiana Avenue; thence West along said R.O.W. to the intersection with the West line of an 8 foot reserved strip, in Fletcher Heights 2<sup>nd</sup> Subdivision, plat book 7, page 37; thence South along said strip to the North line of Lot 7 in Collins Place, a Non-Recorded Subdivision; thence Northwest along said line and the Northwesterly prolongation to the Northwest corner of Lot 5 in said Subdivision; thence Southwesterly along the West line of said lot and the Southwesterly prolongation to the Southwest corner of Lot 8 in said Subdivision; thence Southeasterly along said Subdivision to the West line of said Fletcher Heights 2<sup>nd</sup> Subdivision;

thence South along said line to the intersection with the North line of Village Garden Subdivision, plat cabinet 63, page 129; thence Northwesterly along said subdivision to the intersection with the East line of Lot 49 in said subdivision; thence Southerly and Westerly along said lot to the East line of Lot 51 in said subdivision; thence Southwesterly to the North R.O.W. line of High School Street; thence Easterly along said R.O.W. to the intersection with the Northeasterly prolongation of the West line of Lot 20 in said subdivision; thence Southwesterly along said prolongation and West line and South line to the intersection with Lot 18 in said subdivision; thence Easterly and South along said lot and the Southerly prolongation to the Northwest corner of Lot 11 in said subdivision; thence Southwesterly along said lot line to the Southwest corner thereof; thence West along the South R.O.W. of Tillotson Street to a point that intersects the Southwesterly prolongation of the Easterly line of a tract described in document 2008R14527; thence Northeasterly along said prolongation and Easterly line to the most Southerly corner thereof; thence along a tract described in book 3315, page 320 Northeasterly, Westerly, Southeasterly and the Southwesterly prolongation to the Southwest R.O.W. of Tillotson Street; thence Northwesterly along said R.O.W. to the Northwest corner of Lot 2, Block 1 in Green's Addition, plat book 16, page 14; thence Southwesterly to the North line of a tract described in document 2008R28844; thence Southeasterly and Southwesterly along said tract to the Northeast R.O.W. of Delevan Street; thence Southeasterly along said R.O.W. to the intersection with the Northeasterly prolongation of the West line of Lot 13, Block 1 in said Green's Addition; thence Southwesterly along said prolongation and West line and Southwesterly prolongation to the South R.O.W. line of Delevan Street; thence Northwesterly to the Northwest corner of Lot 3, Block 2 of said Green's Addition; thence Southwesterly along said lot to the North line of Lot 4, Block 2 in said subdivision; thence West and South along said lot and the Southerly prolongation to the intersection with the Easterly prolongation of the North line of Lot 10, Block 1 of North Lawn Subdivision, plat book 6, page 22; thence West along said line and the Westerly prolongation to the West line of Lot 6, Block 1 in said subdivision; thence South along said line and the Southerly prolongation to the South R.O.W. of Autumn Avenue; thence West along said R.O.W. to the East line of the West half of Lot 7, Block 2 in said subdivision; thence South along said line and the Southerly prolongation to the South line of an Alley R.O.W. within said Block 2; thence West along said R.O.W. to the West line of Lot 11, Block 2 in said subdivision; thence South along said line and the Southerly prolongation to a point 6 feet North of the centerline of Spring Street; thence parallel along said centerline, Easterly and Southeasterly to a point 6 feet Northwesterly from the centerline of Lebanon Road; thence parallel along said centerline, Northeasterly to the intersection with the Northwesterly prolongation of the West line of a tract described in book 3245, page 1531; thence Northwesterly along said prolongation to the North R.O.W. line of Lebanon Road; thence Northeasterly along said R.O.W. to the West R.O.W. line of Branch Street; thence Southerly to the Northeast corner of a tract described in document 2009R08397; thence Southerly along said tract to the North line of a tract described in book 3245, page 1531; thence along said tract, East, South, Southwesterly, Northwesterly and the Northwesterly prolongation to the intersection with the centerline of Lebanon Road; thence Southwesterly along said centerline to the intersection with the centerline of Spring Street; thence along said centerline, Northwesterly and Westerly to the intersection with the Southerly prolongation of the West line of said Lot 11, Block 2 in said North Lawn Subdivision; thence South to the South R.O.W. line of Spring Street; thence West along said R.O.W. to the West line of Lot 12, Block 3 in said subdivision; thence South along said line and the Southerly prolongation to the South R.O.W. of Valley Lane; thence West along said R.O.W. to the West line of Lot 17, Block 3 in said subdivision; thence South along said lot and the Southerly prolongation to the South R.O.W. line of Valley Avenue; thence Westerly along said R.O.W. to the East line of an Alley in Block 7 of Union Addition, plat book 6, page 69; thence Southwesterly along said alley and the Southwesterly prolongation to the South R.O.W. of Wickliffe Avenue; thence Northwesterly along said R.O.W. and the Westerly prolongation to a point 6 feet East of the centerline of Vandalia Street; thence South and parallel to said centerline to the intersection with the North R.O.W. line of Johnson Street; thence East along said R.O.W. to the intersection with the Northerly prolongation of the West line of Lot 12 in Kennedy's Subdivision, plat book 5, page 31; thence Southeasterly along said prolongation and West line and Southeasterly prolongation to the intersection with the Northeasterly prolongation of a tract

described in document 2007R62033; thence along said prolongation and tract Southwesterly and Southerly to the North R.O.W. line of Clay Street; thence Northeasterly along said R.O.W. to the East R.O.W. line of Aurora Street; thence Southeasterly along said R.O.W. to the Southeast R.O.W. of Church Street; thence Southwesterly along said R.O.W. to a point 6 feet Easterly of the centerline of Morrison Avenue; thence parallel to said centerline Southeasterly and Southerly to the intersection with the Westerly prolongation of the North line of a tract described in document 2013R26721; thence Easterly along said prolongation and North line to the West R.O.W. of the CSX Railroad; thence Southwesterly along said R.O.W. to the intersection with the Westerly prolongation of the North line of a tract described in book 3076, page 1878; thence East along said prolongation to the Northwest corner of said tract; thence Southwesterly along said tract and the Southwesterly prolongation to the South line of Section 34, Township 3 North, Range 8 West; thence Westerly along said line to the East line of Lot 8, in Southtown Subdivision, plat book 51, page 23; thence along said lot Southwesterly and Northwesterly and the Northwest prolongation to the West R.O.W. line of Morrison Avenue; thence Northeasterly along said R.O.W. to the intersection with the Westerly prolongation of the North line of said tract described in document 2013R26721; thence Easterly to the intersection with the centerline of Morrison Avenue; thence Northerly along said centerline to the South R.O.W. line of Church Street; thence Southwesterly along said R.O.W. to the Northeast R.O.W. line of Center Street; thence along said R.O.W. Southeasterly and Southwesterly to the intersection with the Southeasterly prolongation of the East line of Lot 13 of Parsonage Subdivision, plat book 19, page 60; thence Northwesterly along said prolongation and East line and the Northwesterly prolongation to the Northeast corner of Lot 5 in said subdivision; thence Southwesterly along the North line of said lot and the Southwesterly prolongation to the West R.O.W. line of Clinton Street; thence Northwesterly along said R.O.W. to the South R.O.W. line of Church Street; thence Southwesterly along said R.O.W. and the Southwesterly prolongation to the East R.O.W. of Beidler Street; thence due West to the West R.O.W. line to a point; thence Northwest along said R.O.W. line to the Northeast corner of Lot 16 in Looks 2<sup>nd</sup> Addition, plat book 19, page 33; thence along said lot West, South and the Southerly prolongation to the intersection with the Easterly prolongation of the South line of a tract described in document 2006R57734; thence Westerly along said prolongation and the South line to the Southwest corner thereof; thence North and Northwesterly along said tract and the Northwesterly prolongation to the Southeast corner of Lot 1, Block 5 in F.J. Harlows Addition, plat book 20, page 32; thence Southwesterly along said lot and the Southwesterly prolongation to the East line of a tract described in book 2006R17033; thence along said tract Southeasterly for 105 feet; thence Southwesterly 103 feet; thence Northwesterly for 79 feet; thence Northeasterly for 18 feet; thence Northwesterly for 26 feet to the North line of said tract; thence Southwesterly along the Southwesterly prolongation of the North line of said tract to the South R.O.W. line of Lucille Street; thence Northwesterly along said R.O.W. to the intersection with the South R.O.W. of Main Street; thence Southwesterly along said R.O.W. to the East R.O.W. of Combs Avenue; thence South along said R.O.W. to the South R.O.W. line of Cedar Street; thence West along said R.O.W. to the East R.O.W. line of Saint Louis Road; thence Southwest along said R.O.W. to the North corner of Lot 23, Block 2 in Maple Park Subdivision, plat book 6, page 7; thence Southeasterly along said lot and the Southeasterly prolongation to the Southeast R.O.W. line of an alley in said Block 2; thence Southwesterly along said R.O.W. to the North R.O.W. of Maple Street; thence due South to the South R.O.W. line; thence West along said R.O.W. to the East line of Lot 9, Block 5 of said Maple Park Subdivision; thence South along said line and the Southerly prolongation to the North line of H. Cohn's Addition, plat book 6, page 32; thence West along said subdivision to the East line of a tract described in book 3569, page 1896; thence South along said line and the Southerly prolongation to the South R.O.W. line of Bond Avenue; thence along said R.O.W. West and Southwesterly to the East R.O.W. line of Jefferson Avenue; thence South along said R.O.W. to the intersection with the Northeasterly prolongation of the North line of Lot 47 of Kreela's Addition, plat book 9, page 27; thence Southwesterly along said prolongation and North line and the Southwesterly prolongation to the Northeast corner of Lot 52 in said addition; thence along said lot, Northwesterly and Southwesterly to the intersection with the Southeasterly prolongation of the Northeast line of Lot 95 in said addition; thence Northwesterly along said line approximately 39 feet; thence



Southwest and perpendicular to said lot line to the intersection with the East R.O.W. of Courtland Place; thence Southeasterly along said R.O.W. to the intersection with the Easterly prolongation of the North line of Lot 93 in said addition; thence Westerly along said line and North line of said lot 93 to the Northwest corner thereof; thence South along the West line of said lot and the Southerly prolongation to the Northeast corner of a tract described in document 2013R43916; thence Southwesterly along the North line of said tract to the East R.O.W. line of Moffett Avenue; thence Southeasterly along said R.O.W. to the intersection with the Northeasterly prolongation of the North line of Lot 30 in Walnut Park Addition, plat book 7, page 56; thence Southwest along said prolongation and lot line and the Southwesterly prolongation to the East R.O.W. line of Western Avenue; thence Southerly along said R.O.W. to the Northeasterly prolongation of Lot 1 in Long's Heights 3<sup>rd</sup> Addition, plat book 23, page 55; thence Southwesterly along said prolongation and lot line and Southwesterly prolongation to the Northeast corner of Lot 17 in Long Heights, plat book 9, page 26; thence West and South along said lot line and the Southerly prolongation to the intersection with the East prolongation of the North line of Lot 8 in said addition; thence West and South along said lot line and the Southerly prolongation to the South line of Section 32, Township 3 North, Range 8 West; thence West along said section line to the West R.O.W. line of Davis Place; thence North along said R.O.W. to a point approximately 170 feet South of the South R.O.W. line of Saint Louis Road; thence due West to the East R.O.W. line of Shirley Place; thence Southerly along said R.O.W. to the South line of said Section 32; thence West along said line to the intersection with the East R.O.W. line of Greenwood Place; thence Northwesterly to the Northeast corner of Lot 6 in James Long Subdivision, plat book 16, page 88; thence Westerly along the North line of said lot and the Westerly prolongation to the West R.O.W. line of Sumner Boulevard; thence North along said R.O.W. to the South line of Lot 1, Block 1 in National Terrace Subdivision, plat book 14, page 18; thence Westerly along said lot line and the Westerly prolongation to the East R.O.W. line of National Ter; thence South along said R.O.W. to the intersection with the Easterly prolongation of the South line of Lot 3, Block 2 in said National Terrace Subdivision; thence Westerly along said prolongation and South line and the Westerly prolongation to the West R.O.W. line of an Alley in said subdivision; thence Northerly along said R.O.W. to the West line of Lot 2, Block 2 in said Subdivision; thence Northerly along said lot and the Northerly prolongation to the intersection with the centerline of Saint Louis Road; thence Westerly along said centerline to the intersection with the East R.O.W. line of Bluff Road; thence Southwest along said R.O.W. to the South line of said Section 32; thence West along said line to the West line of a tract described in document 2006R56438; thence Northeasterly along said line to the South R.O.W. line of Saint Louis Road; thence Westerly along said R.O.W. to the East line of a tract described in book 3156, page 1903; thence along said tract, Southwesterly, Westerly, Southwesterly, Westerly and the Westerly prolongation to the East line of a tract described in document 2011R28923; thence South along said line to the South line of Section 31, Township 3 North, Range 8 West; thence West along said line to the East R.O.W. line of Interstate 255; thence North along said R.O.W. to the intersection with the centerline of Collinsville Road; thence Westerly along said centerline to the intersection with the West R.O.W. line of said Interstate 255; thence South along said R.O.W. to the South line of said Section 31; thence West along said line to the East line of Section 36, Township 3 North, Range 9 West; thence North along said line to the intersection with the centerline of Collinsville Road; thence Westerly along said centerline to a point that is due South of the Southwest corner of a tract described in book 4367, page 1408 (A/K/A Fairmount Racetrack); thence North to the said Southwest corner; thence Northeasterly, Northwesterly, Northeasterly and Northwesterly along said tract and the Northwesterly prolongation to the intersection with the centerline of Fairmont Avenue; thence Northeasterly along said centerline to the intersection with the Westerly prolongation of the North line of said tract described in book 4367, page 1408; thence Easterly along said prolongation and North line of said tract and the Easterly prolongation to the West line of Valley View Park Subdivision, plat book 14, page 29; thence Easterly along said subdivision to the West R.O.W. line of Interstate 255; thence Southerly and Westerly along said R.O.W. to the intersection with the centerline of Simpson Street; thence Southerly and Westerly along said centerline to a point 6 feet North of the centerline of Collinsville Road; thence Easterly and parallel with said centerline to the intersection with the Southerly prolongation of the centerline of Bruce Street; thence

North along said prolongation and centerline to the North R.O.W. line of said Street; thence East along said R.O.W. to the Southwest corner of Lot 7, Block 5 in said Valley View Park Subdivision; thence Northerly and East along said lot line to the Southwest corner of Lot 8, Block 5 in said subdivision; thence North along the West line of said lot and the Northerly prolongation to the Northwest corner of Lot 14, Block 5 in said subdivision; thence Easterly along the North line of said lot and the Easterly prolongation to the East R.O.W. line of Arnold Street; thence South along said R.O.W. to the corner of a tract described in book 4303, page 2286; thence along said tract, Easterly and Southerly to the North R.O.W. line of Collinsville Road; thence Easterly and Northeasterly along said R.O.W. to the South line of a tract described in book 3410, page 1305; thence Westerly along said line to the East R.O.W. of Interstate 255; thence Northerly along said R.O.W. to the South R.O.W. of Fairmont Avenue; thence Westerly and Southwesterly along said R.O.W. to the intersection with the South line of the North half of Section 30, Township 3 North, Range 8 West; thence West along said line to the East line of Outlot A in Collinsville Soccer Village, plat cabinet 65, page 179; thence along said Outlot A, Northerly, West, North, West, South, West and the Westerly prolongation to the Southwest corner of Lot 1 in said Collinsville Soccer Village; thence along said lot, North, East and Northeasterly and the Northeasterly prolongation to the North R.O.W. line of Horseshoe Lake Road; thence Southeasterly along said R.O.W. to the intersection with the West R.O.W. of Interstate 255; thence Northeasterly along said R.O.W. to the intersection with the North line of a tract described in book 4475, page 779; thence due East to the intersection with the East R.O.W. line of Interstate 255; thence Northerly along said R.O.W. to the North line of Section 19, Township 3 North, Range 8 West; thence East along said line to the Southeast corner of Lot 4 in Lone Pine Estates, plat cabinet 60, page 37; thence North along the East line of said lot and the Northerly prolongation to the South line of a tract described in document 2011R00698; thence East along said line and the Easterly prolongation to the East R.O.W. line of Bluff Road; thence Southerly along said R.O.W. to the intersection with the Westerly prolongation of the South line of a tract described in book 4100, page 161; thence East along said prolongation and South line to the Southeast corner thereof, said corner is also located on the North R.O.W. line of Interstate 55; thence Southeasterly along a perpendicular line to said R.O.W. to the centerline of the Northbound lane of said interstate; thence Southwesterly along said centerline to the intersection with the Northwesterly prolongation of the Northeasterly line of a tract described in document 2007R65194; thence Southeasterly along said prolongation and Northeasterly line to the Northeast corner thereof; thence South along the Northerly prolongation of the East line of Lot 4 in Westview Subdivision, plat cabinet 65, page 246 to the Northeast corner of said lot; thence along said lot line Southerly to the North line of Sandridge Condo One, plat book 53, page 5; thence Westerly and Southerly along said plat and the Southeasterly prolongation to the South R.O.W. line of Ramada Boulavard; thence Westerly and Southerly along said R.O.W. to the intersection with the East R.O.W. line of Beverly Lane; thence Southerly along said R.O.W. line to the North line of a tract described in document 2004R69051; thence along said tract Easterly and Southerly to the North line of Lot 1 in Roustio Subdivision, plat cabinet 57, page 193; thence along said lot line Easterly and Southerly to the North line of a tract described in book 4069, page 633; thence Southeasterly along said tract to the intersection with the Northerly prolongation of the East line of Collinsville Commercial Heights, plat book 40, page 4; thence along said prolongation and subdivision line Southwesterly to the Southeast corner thereof; thence Northwesterly along said subdivision to the East R.O.W. line of Bluff Road; thence Southerly along said R.O.W. to the intersection with the Southeasterly prolongation of the North line of a tract described in book 4653, page 4142; thence Northwesterly along said prolongation and North line and the Northwesterly prolongation to the most Northern point of a tract described in book 3532, page 748; thence along said tract Southerly, Southeasterly and the Southeasterly prolongation to the East R.O.W. line of Bluff Road; thence Southerly along said R.O.W. to a point 6 feet North of the centerline of Saint Louis Road; thence Easterly and parallel to said centerline to the intersection with the Southerly prolongation of the West R.O.W. line of Mesa Drive; thence North along said prolongation and West R.O.W. line to the intersection with the Westerly prolongation of the North line of a tract described in book 4266, page 937; thence Easterly along said prolongation and North line and Easterly prolongation to the West line of a tract described in document 2006R49312; thence along

said tract, Southerly, Easterly and the Easterly prolongation to the West line of a tract described in book 4486, page 3204; thence along said tract Northerly, Easterly and the Easterly prolongation to the West line of Lot 2A in Mauer Heights Resubdivision, plat book 13, page 44; thence along said lot Southerly and Easterly to the centerline of a vacated alley; thence Northeasterly along said vacated alley to the South line of Lot 13 in Kenwood Place, plat book 16, page 2; thence Southeasterly along said lot and the Southeasterly prolongation to the North line of Lot 1 of Linder Subdivision of Lot 1 Maurer Heights, plat book 12, page 11; thence along said lot Southerly and Easterly and the Easterly prolongation to the intersection with the West line of Lot 6 in Bosky Dells Subdivision, plat book 13, page 17; thence Northwesterly to the South line of a tract described in document 2006R30658; thence Easterly along said line and the Easterly prolongation to the East R.O.W. line of Boskydells Drive; thence Southerly along said R.O.W. to the intersection with the North R.O.W. of Saint Louis Road; thence Northeasterly along said R.O.W. to the West line of Maples Homes Subdivision, plat book 6, page 64; thence North along said line to the South line of Lot 12, Block 9 in said subdivision; thence along said lot East, North and the North prolongation to the Northeast corner of Lot 11, Block 9 in said Subdivision; thence East along the Easterly prolongation of the North line of said lot to the East line of Lot 14, Block 8 in said subdivision; thence North along said East line and the North prolongation to the Northeast corner of Lot 15, Block 8; thence East along the East prolongation of the North line of said Lot 15 to the West R.O.W. line of Sycamore Street; thence North along said R.O.W. to the intersection with the West prolongation of the North line of Lot 6, Block 7 in said subdivision; thence East along said prolongation and North line to the West R.O.W. line of an alley; thence North along said R.O.W. for approximately 230 feet to a point; thence due East to the most Southerly corner of Lot 15 in West Collinsville, plat book 5, page 28, said point is on the North R.O.W. of an alley; thence Northeasterly and North along said R.O.W. to a point on the East line of Lot 33 that lies 25 feet South of the Northeast corner of said lot, in said subdivision; thence due East to the West line of a tract described in document 2014R02407; thence along said tract Southeasterly and Easterly to the West R.O.W. line of Collinsville Avenue; thence North along said R.O.W. to the intersection with the North line of Lot 29 in said West Collinsville Subdivision; thence due East to the intersection with the West R.O.W. line of Wing Avenue; thence Northeasterly and North along said R.O.W. to the intersection with the West prolongation of the South line of Lot 16 in Glencoe Place, plat book 6, page 39; thence East along said prolongation and South line to the West R.O.W. of an alley; thence North along said R.O.W. to the intersection with the West prolongation of the South line of a tract described in book 4053, page 1879; thence East along said prolongation and South line to the intersection with the Westerly R.O.W. of Saint Louis Road; thence Northeasterly and Northerly along said R.O.W. to the South R.O.W. of Main Street; thence Southwesterly along said R.O.W. to the intersection with the South prolongation of the West R.O.W. line of Summit Avenue; thence North along said prolongation and West R.O.W. line and North prolongation to the North R.O.W. line of Clay Street; thence Northeasterly along said R.O.W. to the intersection with the West R.O.W. line of Hesperia Street; thence Northwesterly along said R.O.W. to the Southeast corner of Lot 7, Block 5 in Comb's and Others, plat book 20, page 92, said point is also on the North R.O.W. line of an alley; thence Northeasterly along said alley R.O.W. to the intersection with the Northerly prolongation of the East line of Lot 7, Block 2 of F.J. Harlows Addition, plat book 20, page 32; thence Southeasterly along said prolongation and East line to the North R.O.W. of Clay Street; thence Northeasterly along said R.O.W. to the intersection with the West R.O.W. of Seminary Street; thence Northwesterly along said R.O.W. to the intersection with the Southwest prolongation of the North line of Edgars 1<sup>st</sup> Addition, plat book 19, page 32; thence Northeasterly along said prolongation and North line to the Northwest corner of Lot 8 in said Subdivision; thence along said lot, Southerly, Easterly, Northwesterly and the Northwesterly prolongation to the North line of Lot 5, Block 2 in Edgars 2<sup>nd</sup> Addition, plat book 10, page 13; thence Easterly along said North line and the Easterly prolongation to the Southeast corner of Lot 5, Block 1 of said subdivision; thence North along the East line of said lot and the Northerly prolongation to the South line of Lot 8, Block 1 in said subdivision; thence West 87 feet along said line to a point; thence due North 60 feet to the North line of said lot; thence East along said line to the Southwest corner of Lot 21 in J. Berkley's Addition, plat book 19, page 33; thence North along the West line of said lot and the Northerly

prolongation to the North R.O.W. of Johnson Street; thence East along said R.O.W. to the East R.O.W. line of Center Street; thence Southerly along said R.O.W. to the North line of Lot 3 in J.S. Peers Subdivision, plat book 5, page 10; thence along said lot and subdivision, East and Southeasterly and the Southeasterly prolongation to the North line of Lot 8, Block 14 of Wing and Others Addition, plat book 10, page 5; thence Southwesterly along said line and the Southwesterly prolongation to the Northwest corner of a tract described in document 2007R10324; thence Southeasterly along the West line of said tract to the North R.O.W. of Clay Street; thence Northeasterly along said R.O.W. to the intersection with the West R.O.W. line of Vandalia Street; thence Northerly along said R.O.W. to the intersection with the North R.O.W. line of Johnson Street; thence East along said R.O.W. to the intersection with the centerline of said street; thence Northerly along said centerline to the intersection with the South R.O.W. of Wickliffe Avenue; thence Westerly along said R.O.W. to the intersection with the West R.O.W. line of Keebler Avenue; thence Northerly along said R.O.W. to the Southeast corner of a tract described in document 2005R33793; thence Easterly to the Northwest corner of a tract described in book 3735, page 1765; thence along said tract, Southeasterly and Northeasterly to the West line of a tract described in document 2011R08027; thence along said tract Northwesterly and Northeasterly and the Northeasterly prolongation to the most Northerly corner of a tract described in book 4645, page 1851; thence Southeasterly along said tract to the Southeast corner of a tract described in document 2006R35975; thence Northeasterly along said tract to the intersection with the Southwest R.O.W. line of Park Avenue; thence Northwesterly along said R.O.W. to the intersection with the Southwesterly prolongation of the Northwest line of a tract described in book 4209; page 1400; thence Northeasterly along said prolongation and Northwest line and the Northeasterly prolongation to the Southwest line of Lot 8, Block 1 in Park Place Subdivision, plat book 6, page 11; thence Southeasterly along said lot line and the Southeasterly prolongation to the Southeast corner of Lot 3, Block 1 of said subdivision; thence Northeasterly along said lot line and the Northeasterly prolongation to the Southwest line of Lot 3, Block 2 in said subdivision; thence along said lot, Southeasterly, Northeasterly and Northwesterly to the intersection with the Southwesterly prolongation of the Northwest line of a tract described in document 2007R34912; thence Northeasterly along said prolongation to the Westerly corner of said tract; thence along said tract Southeasterly, Northeasterly and Northwesterly to the intersection with the Southwesterly prolongation of the Southeast line of Lot 15, Block 5 of said subdivision; thence Northeasterly along said prolongation to the Southeast corner of said lot; thence Northeasterly along said lot line to the Southwest R.O.W. line of Rebecca Avenue; thence Northwesterly along said R.O.W. approximately 55 feet to a point; thence Northeasterly to the most Southern corner of Lot 21, Block 9 in said subdivision; thence North along the East lot line to the intersection with the Northwesterly prolongation of the Southwest line of a tract described in book 4273, page 1070; thence Southeasterly along said prolongation and Southwest line to the most Southern point on said tract; thence continuing along said tract, Northeasterly, Northwesterly and the Northwest prolongation to the East lot line of said Lot 21; thence Northerly along said lot line and Northerly prolongation to the intersection with the Northeast corner of Lot 19, Block 9 of said subdivision; thence Southeasterly along the Northwesterly prolongation of the Southwest line of a tract described in book 3249, page 2325 to the most Southerly corner thereof; thence Northeasterly along the Southeast line of said tract and the Northeasterly prolongation to the intersection with the Northeast R.O.W. of High School Avenue; thence Southeasterly along said R.O.W. to the West R.O.W. line of Vandalia Street; thence Northeasterly along said R.O.W. to the South line of a tract described in document 2014R08317; thence along said tract Northwesterly, Northeasterly and Southeasterly to the Southeast corner of Lot 5 in Park Place Addition of Outlot 18, plat book 13, page 57; thence Northeasterly along said lot line and the Northeasterly prolongation to the South line of a tract described in document 2008R19792; thence along said tract, Northwest and Northeast to the South line of a tract described in book 3489, page 1795; thence along said tract, Northwest and Northeast and the Northeasterly prolongation to the intersection with the South R.O.W. of Meadow Lane; thence due North to the intersection with the North R.O.W. line of said Meadow Lane; thence Easterly along said R.O.W. to the intersection with the West R.O.W. line of a 15 foot wide Alley platted in Kinloch Park Subdivision, plat book 7, page 59; thence Northeasterly along said R.O.W. to the Southeast corner of Lot 39 in said

subdivision; thence East to the East R.O.W. line of said 15 foot wide Alley; thence Northeasterly along said R.O.W. to the South R.O.W. line of Kinloch Avenue; thence West along said R.O.W. to the intersection with the Southerly prolongation of the East line of Lot 55 in said subdivision; thence North along said prolongation and East line to the Northeast corner thereof; thence West along the North line of said lot and the Westerly prolongation to the intersection with the East line of Lot 20 in Meadow Heights Subdivision, plat book 19, page 18; thence along said lot, North, West and South to the intersection with the East prolongation of the South R.O.W. line of Victory Drive; thence Westerly along said R.O.W. to the intersection with the South prolongation of the West R.O.W. line of Royal Drive; thence North along said prolongation and West R.O.W. to the South line of Lot 221 in Meadow Heights 2<sup>nd</sup> Addition, plat book 22, page 80; thence along said lot, West and North to the Southeast corner of Lot 224 in said subdivision; thence West along the South line of said lot and the Westerly prolongation to the East line of Lot 248 in said subdivision; thence along said lot line, South, Southwest, West and North to the North line of a tract described in book 4377, page 4288; thence West along said line and the Westerly prolongation to the East line of a tract described in book 4374, page 486; thence along said tract, North, West and the Westerly prolongation to the East line of a tract described in book 3709, page 1895; thence along said tract, South, Westerly, South, West and North to the North line of a tract described in book 4545, page 5090; thence along said tract West and South to the intersection with the East prolongation of the North line of a tract described in document 2010R11567; thence West along said prolongation and said North line to the East line of a tract described in document 2012R08349; thence along said tract, South, West, North and the Northerly prolongation to the Northwest corner of a tract described in book 2006R44492; thence East and South along said tract to the South line of Lefebvre Acres, plat book 39, page 42; thence East and North along said subdivision to the North line of Keebler Crossing Subdivision, plat cabinet 56, page 118; thence East, South, East and the East prolongation to the East R.O.W. line of Keebler Avenue; thence South along said R.O.W. to the intersection with the West prolongation of the South line of the First Addition to Parkside Commons, plat cabinet 65, page 164; thence East along said prolongation and South line to the Southeast corner thereof; thence North along the East line of said subdivision to the South line of Parkside Commons, plat cabinet 63, page 331; thence East along said subdivision and the Easterly prolongation to the West line of Camelot Office Park, plat book 51, page 13; thence along said subdivision, South, East and the Easterly prolongation to the East R.O.W. line of Golfview Drive; thence South along said R.O.W. to the North line of a tract described in document 2006R04250; thence East along said line and the Easterly prolongation to the South line of Lot 22 in Wentzel Subdivision, plat book 23, page 86; thence along said lot line, Northeast, North and the North prolongation to the North line of a tract described in document 2010R43800; thence East along said line to the West R.O.W. line of Toni Court; thence North along said R.O.W. to the South line of Lot 10 in Malter Addition, plat book 33, page 91; thence along said lot, East, North and the North prolongation to the South line of a tract described in book 2107, page 370; thence East along said line approximately 531 feet to a point; thence due North to the South line of the Northeast Quarter of Section 22, Township 3 North, Range 8 West; thence East along said line to the intersection with the West R.O.W. line of Vandalia Street; thence Northeasterly along said R.O.W. to the intersection with the North line of Lot 41 in Kendall Acres 1<sup>st</sup> Addition, plat book 24, page 50; thence Southeast along the Southeast prolongation of said North line to the intersection with the centerline of Vandalia Street; thence Northeasterly along said line to the intersection with the Southeast prolongation of the East line of Lot 74 in Bouse 3<sup>rd</sup> Addition, plat book 36, page 86; thence Northwesterly along said prolongation to the East line of said Lot 74, said point is also on the West R.O.W. line of Vandalia Street; thence Northerly along said R.O.W. line to the South line of a tract described in document 2012R36792; thence along said line Westerly and North to the South line of a tract described in book 4158, page 796; thence Westerly along said line and the West prolongation to the West R.O.W. line of Pleasant Ridge Road; thence Northerly along said R.O.W. to the intersection with the East line of a tract described in book 4335, page 3590; thence North, Northeasterly and Easterly along said tract to the intersection with the South prolongation of the West line of a tract described in book 4559, page 2637; thence North along said prolongation and West line and Northerly prolongation to the Southwest corner of a tract described in book 3505, page 528; thence along

said tract, North, Northeast and East to the Southeast corner of a tract described in document 2005R68130; thence North along the East line of said tract and the North prolongation to the South line of Lot 2 in Schiber's Addition, plat cabinet 57, page 110; thence East to the Southeast corner; thence North along the East line and the Northerly prolongation to the intersection with the South R.O.S. line of Division Street; thence Southwest along said R.O.W. to the intersection with the South prolongation of the East line of a tract described in book 3137, page 1068; thence North along said prolongation and East line and Northerly prolongation to the North R.O.W. line of Anthony Drive; thence West along said R.O.W. to the West line of John Schiber 4<sup>th</sup> Addition, plat book 51, page 125; thence along said subdivision North and East to the East line of Lot 2 in the Resubdivision of Lot 1 of John Schiber 3<sup>rd</sup> Addition, plat book 52, page 74; thence along said lot, North, West and the Westerly prolongation to the West line of a tract described in book 4483, page 4714; thence along said tract, North and East to the East line of a tract described in book 4058, page 1889; thence along said tract North and West to the East line of a tract described in document 2010R25785; thence along said tract North and West to the intersection with the South prolongation of the East line of Lot 2 in Coy's Subdivision, plat book 51, page 175; thence North along said prolongation and East line and the West prolongation to the East line of Oakleigh Court Subdivision, plat book 59, page 1, thence North along said subdivision and the Northerly prolongation to the South line of a tract described in document 2014R16483; thence West along said line to the intersection with the South prolongation of the East line of a tract described in book 4268, page 1470; thence North along said prolongation and East line to the South R.O.W. line of State Route 162; thence West along said R.O.W. to the intersection with the South prolongation of the West line of a tract described in book 3623, page 642; thence North along said prolongation and West line and North prolongation to the North R.O.W. of Leon Drive; thence East along said R.O.W. to the East line of Lou Juan Hills Subdivision, plat book 22, page 79; thence along said subdivision, South, East and Northeasterly to the intersection with the West R.O.W. line of State Route 159; thence Northerly along said R.O.W. to the South R.O.W. of Lou Juan Drive; thence East to the intersection with the centerline of State Route 159; thence Northerly along said centerline to the intersection with the South R.O.W. line of Glen Crossing Road; thence West and Northwest along said R.O.W. to the intersection of the South prolongation of the West line of a tract described in document 2005R37530; thence North along said prolongation and West line to the North line of a tract described in book 4392, page 4493; thence Northwesterly and Westerly along said tract to the North R.O.W. of Glen Crossing Road; thence Westerly along said R.O.W. to the West line of Section 35, Township 4 North, Range 8 West; thence North along said line to a point 6 feet South of the centerline of the East bound lane of Interstate 270; thence Westerly and parallel to said centerline to the intersection with the centerline of Main Street; thence Southwesterly along said centerline to the intersection of the Easterly prolongation of the North line of a tract described in document 2008R11731; thence East along said prolongation to the East R.O.W. of Main Street; thence Southwesterly along said R.O.W. to the North line of Outlot C in Spring Valley, plat cabinet 56, page 29; thence along said outlot, Southeast, Northeast, South and the South prolongation to the South R.O.W. line of Glen Crossing Road; thence Northwest along said R.O.W. to the Northeast corner of Lot 10 in Primas Addition, plat book 6, page 56; thence along said lot line West, South and the Southerly prolongation to the South R.O.W. line of Old Glen Crossing Road; thence West along said R.O.W. to the East line of a tract described in book 3381, page 503; thence along said tract, South, West, South, West and North to the intersection with the Southeasterly prolongation of the Northeast line of a tract described in book 3006, page 757; thence Northwesterly along said prolongation to the most Easterly corner of said tract; thence Southwesterly along said tract and the Southwest prolongation to the North line of Lot 37 in Glen Heights Subdivision, plat book 21, page 73; thence Southeasterly along said lot to the intersection with the North R.O.W. of Birger Avenue; thence due South to the South R.O.W. line; thence Westerly along said R.O.W. to the Northwest corner of a tract described in document 2008R21542; thence Southerly along the West line of said tract and the Southerly prolongation to the South R.O.W. line of School Street; thence Westerly along said R.O.W. to the most Easterly corner of a tract described in document 2009R26271, said point is also on the North R.O.W. of an Alley; thence along said alley, Southwest, Northwest and Westerly to the intersection with the East R.O.W. of Collinsville Street; thence South

along said R.O.W. to the intersection with the South R.O.W. of Sunset Avenue; thence West along said R.O.W. to the East line of a tract described in document 2010R35006; thence along said tract North, West and the Westerly prolongation to the centerline of Daenzer Drive; thence Northerly along said centerline to the Southeast corner of a tract described in book 2990, page 147; thence along said tract West, Northeast and the Northeasterly prolongation to a point 6 feet South of the centerline of Main Street; thence Westerly and Southwesterly, parallel to said centerline to the intersection with the South prolongation of the East R.O.W. line of Center Street; thence South along said prolongation to the South R.O.W. of Main Street; thence Southwest along said R.O.W. to the intersection with the South prolongation of the West R.O.W. line of Steis's Street; thence North along said prolongation to a point 6 feet South of the centerline of Main Street; thence Southwesterly and parallel to said centerline to the intersection with the Southerly prolongation of the centerline of Glenlake Drive; thence South along said prolongation to the North R.O.W. line of Madison County Mass Transit District property described in book 4408, page 2265; thence Southwesterly along said tract to the intersection with the East line of Section 6, Township 3 North, Range 8 West; thence North along said line to the South line of Section 31, Township 4 North, Range 8 West; thence West along said line to the Southwest corner of a tract described in document 2009R35756; thence North along the West line of said tract to the South line of a tract described in book 3949, page 1338; thence East along said tract to the East line of Section 31, Township 4 North, Range 8 West; thence North along said section line to a point 6 feet South of the centerline of Eastbound Interstate 270; thence West and parallel with said centerline to the intersection with the North prolongation of the East line of a tract described in book 3116, page 31; thence South along said prolongation to the Northeast corner of said tract; thence Westerly along the North line of said tract to the West line of Section 31, Township 4 North, Range 8 West; thence North along said line to the Point of Beginning.

Note: All subdivision plat books, plat cabinets, deed books and documents referenced to in this legal description are recorded in the Madison County Recorder of Deeds Office, Madison County, IL.

**EXHIBIT D**  
**ENTERPRISE ZONE APPLICATION FOR NEW DESIGNATION**  
**QUALIFYING CRITERIA**

Required Tests: The Area Must Meet at Least Three of the Following Tests

- 41) **Unemployment:** All or part of the local labor market area has had an annual average unemployment rate of at least 120% of the State's annual average unemployment rate for the most recent calendar year or the most recent fiscal year as reported by the Department of Employment Security.
- 42) **Substantial Employment Opportunities:** Designation will result in the development of substantial employment opportunities by creating or retaining a minimum aggregate of 1,000 full-time equivalent jobs due to an aggregate investment of \$100,000,000 or more, and will help alleviate the effects of poverty and unemployment within the local labor market area.
- 43) **Poverty:** All or part of the local labor market area has a poverty rate of at least 20% according to the latest data from the U.S. Census Bureau, 50% or more of children in the local labor market area are eligible to participate in the federal free or reduced-price meals program according to reported statistics from the State Board of Education, or 20% or more households in the local labor market area receive food stamps according to the latest data from the U.S. Census Bureau.
- 44) **Abandoned Coal Mine, Brownfield or Federal Disaster Area:** An abandoned coal mine or a brownfield located in the proposed zone area, or all or a portion of the proposed zone was declared a federal disaster area in the 3 years preceding the date of application.
- 45) **Large Scale Business Closings:** The local labor market area contains a presence of large employers that have downsized over the years, labor market area has experienced plant closures in the 5 years prior to the date of application affecting more 50 workers, or the local labor market area has experienced State or federal facility closures in the 5 years prior to the date of application affecting more than 50 workers.
- 46) **Vacant Structures:** Based on data from Multiple Listing information or other suitable sources, the local labor market area contains a high floor vacancy rate of industrial or commercial properties, vacant or demolished commercial and industrial structures are prevalent in the local labor market area, or industrial structures in the local labor market area are not used because of age, deterioration, relocation of the former occupants, or cessation of operation.
- 47) **Tax Base Improvement Plan:** The applicant demonstrates a substantial plan for using the designation to improve the State and local government tax base, including income, sales, and property taxes.
- 48) **Public Infrastructure Improvement Plan:** Significant public infrastructure is present in the local labor market area in addition to a plan for infrastructure development and improvement.
- 49) **Manufacturing Skills Programs:** High schools or community colleges located within the local labor market area are engaged in ACT Work Keys, Manufacturing Skills Standard Certification, or industry-based credentials that prepare students careers.
- 50) **Equalized Assessed Valuation:** The increase (decrease) in equalized assessed valuation of industrial and/or commercial properties in the 5 years prior to the date of application in the local labor market area is equal to or less than (greater than) 50% of the State average increase (decrease) in equalized valuation for industrial and/or commercial properties, as applicable, for the same period of time as reported by the Illinois Department of Revenue.



**EXHIBIT E**  
**ENTERPRISE ZONE APPLICATION FOR NEW DESIGNATION INTERGOVERNMENTAL**  
**AGREEMENT BETWEEN THE COUNTY OF MADISON, THE CITY OF HIGHLAND,**  
THE CITY OF TROY, THE VILLAGE OF ST. JACOB, THE VILLAGE OF MARYVILLE,  
THE VILLAGE OF GLEN CARBON, AND THE CITY OF COLLINSVILLE

This Intergovernmental Agreement (hereinafter referred to as the "Agreement") is entered into by and between the County of Madison, a unit of local government in the State of Illinois, acting through its County Board (hereinafter referred to as the "County") and the City of Highland, an Illinois municipal corporation, acting through its Mayor and City Council (hereinafter referred to as the "City of Highland"); the City of Troy, an Illinois municipal corporation, acting through its Mayor and City Council (hereinafter referred to as the "City of Troy"); the Village of St. Jacob, an Illinois municipal corporation, acting through its President and Village Board (hereinafter referred to as the "Village of St. Jacob"), the Village of Maryville, an Illinois municipal corporation, acting through its President and Village Board (hereinafter referred to as the "Village of Maryville"), the Village of Glen Carbon, an Illinois municipal corporation, acting through its President and Village Board (hereinafter referred to as the "Village of Glen Carbon"); the City of Collinsville, an Illinois municipal corporation, acting through its Mayor and City Council (hereinafter referred to as the "City of Collinsville"), (hereinafter referred to collectively as the "Municipalities"):

**WITNESSETH:**

**WHEREAS**, the County and the Municipalities are units of government as provided by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., and therefore have authority to enter into Intergovernmental Agreements with other governmental bodies for the joint exercise of powers, privileges and authorities; and,

**WHEREAS**, pursuant to 20 ILCS 655/1 et. seq. (formerly Ill. Rev. Stat. 1991, ch. 67 1/2, Section 601 et. seq.) (the "Act"), the State of Illinois authorized the creation of enterprise zones, together with certain incentive programs; and,

**WHEREAS**, pursuant to the Act, the County of and Municipalities created the Madison County Discovery Enterprise Zone, which included certain real estate located in the County and Municipalities; and,

**WHEREAS**, in connection with the creation of the Madison County Discovery Enterprise Zone, the County and Municipalities will adopt certain retail sales tax exemption incentives, and other incentives authorized under the Act, that promote economic growth, encourage economic development, create and retain jobs, and reduce unemployment in the area of the County and Municipalities; and,

**WHEREAS**, a disproportionate number of residents within the County and Municipalities, for several years have suffered pervasive poverty, unemployment and economic distress, related to the prolonged national recession, shifts of industries throughout the County, and a variety of other economic factors negatively affecting the incorporated and unincorporated areas of the County and Municipalities; and,

**WHEREAS**, the Madison County Discovery Enterprise Zone will accomplish, in part, the public purpose of promoting economic growth of the community and protecting the health, safety and welfare of the community by encouraging public and private investment, promoting job creation and job retention, and conserving the health, safety and welfare of the community; and,

**WHEREAS**, certain areas in the County and Municipalities need the particular attention of government, business and labor to attract private sector investments and directly aid the entire region and the residents thereof; and,

**WHEREAS**, the members of this duly constituted legislative body are cognizant of the distressed conditions existing within this area and desire to alleviate these distressed conditions, to build upon the past public and private investments and accomplishments arising out of the Madison County Discovery Enterprise Zone, to further pursue the public purpose of promoting economic and employment growth of the community and to protect the health, safety and welfare of the community; and,

**WHEREAS**, the Municipalities have indicated their willingness and desire to cooperate with the County in designating portions of their municipalities as well as unincorporated areas in the County as an Enterprise Zone; and,

**WHEREAS**, pursuant to Public Act 97-905, the State of Illinois amended the Act to provide for the creation of enterprise zones, and in connection therewith, the County and the Municipalities may apply with and obtain designation from the State of Illinois Department of Commerce and Economic Opportunity (the "Department" or "DCEO") to establish an Enterprise Zone encompassing a part of the unincorporated area of the County and a part of the Municipalities; and,

**WHEREAS**, pursuant to this Agreement, the County and the Municipalities authorize the filing of an application with the Department to designate, enact and create the Madison County Discovery Enterprise Zone (hereinafter referred to as the "Enterprise Zone Application") under the provisions of the Act, to create the Madison County Discovery Enterprise Zone (the "Enterprise Zone") to include certain real estate within the County and the Municipalities for the purpose of encouraging economic development, job creation and job retention in the region, and to conserve the health, safety and welfare of the community, said real estate being more fully described in the attached Exhibit B (the "Enterprise Zone Area"); and,

**WHEREAS**, the County and the Municipalities hereby find that the creation of the Enterprise Zone as set forth herein is necessary for economic growth and job creation in the region, and is necessary to promote and conserve the public health, safety and welfare of the region; and,

**WHEREAS**, the County and the Municipalities find that the designation of the Enterprise Zone pursuant to the Act and this Agreement depend upon community support, cooperation and the offering of the benefits of the Enterprise Zone; and,

**WHEREAS**, the County and Municipalities desire to memorialize their respective agreement for the creation, designation, and development of the Enterprise Zone, all as more fully stated herein.

**NOW, THEREFORE**, in consideration of the mutual agreements hereinafter made, the recitals of fact herein above set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**SECTION 1: Incorporation**: The findings and recitals made in the prefatory portion of this Agreement are hereby adopted by the County and the Municipalities.

**SECTION 2: Establishment of Enterprise Zone**: Subject to the certification and approval of the Department, the County and the Municipalities, in a joint exercise of their powers pursuant to the Intergovernmental Cooperation Act do hereby establish an enterprise zone under the Act encompassing the Enterprise Zone Area, as legally described in Exhibit B.

**SECTION 3: Designation of Enterprise Zone:** The Enterprise Zone Area described in Exhibit B is hereby designated as the Madison County Discovery Enterprise Zone, subject to the certification and approval of the Department.

**SECTION 4: Declarations to the Department:** The County and the Municipalities hereby declare and further certify that:

- (k) The Enterprise Zone Area is qualified for designation as an enterprise zone pursuant to the Act; and,
- (l) Pursuant to 20 ILCS 655/4 (a) & (e), the Enterprise Zone Area is a contiguous area comprised of part of the unincorporated areas of Madison County, Illinois and a part of the Municipalities, and is bound by a solid, clearly-defined, continuous boundary, provided that the Enterprise Zone Area may exclude wholly surrounded territory within its boundaries; and,
- (m) Pursuant to 20 ILCS 655/4 (b), the Enterprise Zone Area comprises a minimum of one-half (1/2) square mile and not more than fifteen (15) square miles in total area, and any connecting strips are not less than three (3) feet nor more than ten (10) feet in width; and,
- (n) The Enterprise Zone Area addresses a reasonable need to encompass portions of the County and the Municipalities; and,
- (o) The Enterprise Zone Area meets the requirements of 20 ILCS 655/4 (f) in that the Enterprise Zone Area satisfies at least three (3) of the ten (10) criteria established by the Department as set forth in Exhibit C.

**SECTION 5: Term:** Pursuant to the Act and subject to the certification of the Department, the Madison County Discovery Enterprise Zone shall be and become effective for a period of fifteen (15) calendar years beginning on January 1, 2016 and ending December 31, 2030, unless sooner rescinded or as otherwise amended, on the date that the Enterprise Zone Area is designated an enterprise zone by the Department, in accordance with law.

**SECTION 6: Enterprise Zone Management Organization:** Upon designation as an enterprise zone by the Department, a Management Organization comprised of the Chairman of the Madison County Board and the Chief Elected Official or their Designee of the City of Highland, the City of Troy, the Village of St. Jacob, the Village of Maryville, the Village of Glen Carbon, and the City of Collinsville will be formed. This Management Organization will be the governing body of the Enterprise Zone and will be responsible for all decisions within the Enterprise Zone. The County Board Chairman will be the Chairman of the Management Organization. Decisions on zone projects will be made in the following manner:

- (e) The Chairman of the Management Organization will not vote except to break a tie; and,
- (f) The Zone Administrator will be the individual who will be responsible for the day-to-day implementations within the Enterprise Zone and will be the liaison between the Management Organization, the Economic Development Committee, and DCEO.

**SECTION 7: Enterprise Zone Administrator:** The position of "Zone Administrator" is hereby created. Upon designation as an enterprise zone by the Department, the Management Organization shall appoint an administrator for Madison County Discovery Enterprise Zone (the "Zone Administrator"), who shall be an employee or officer of the County. The Zone Administrator shall be responsible for the administration of the Madison County Discovery Enterprise Zone, including the implementation of this Agreement and

compliance with the Act and applicable laws, regulations and policies of the Department; shall have those powers and duties as set forth in the Act; and shall:

- (ee) Supervise the implementation of the provisions of this Agreement and the Illinois Enterprise Zone Act.
- (ff) Act as a liaison between the County, the Municipalities, the Department, the Illinois Department of Revenue (the "IDOR"); and other state, federal and local agencies, whether public or private.
- (gg) Conduct an ongoing evaluation of the Enterprise Zone program and submit such evaluative reports on at least an annual basis to the Management Organization.
- (hh) Promote the coordination of other relevant programs, including, but not limited to, housing, community and economic development, small business, financial assistance and employment training within the Enterprise Zone.
- (ii) Have the authority to appoint personnel as appropriate to assure the smooth operation of the Enterprise Zone subject to approval by the Management Organization.
- (jj) Develop and recommend a comprehensive planning program for the Enterprise Zone.
- (kk) Establish and chair an Economic Development Committee that will serve as the primary technical and professional vehicle for triggering the implementation of the Enterprise Zone program objectives.
- (ll) Examine and recommend local incentives, benefits and programs to accomplish stated objectives, to stimulate economic activity in the Enterprise Zone and to address impediments to capital investments.
- (mm) Develop and analyze social, physical and economic data regarding population trends; labor force; land use patterns; size, type, capacity and status of existing commercial, industrial and manufacturing facilities within the Enterprise Zone; infrastructure availability and condition, and other factors pertaining the community planning; and, to recommend planning-related actions.
- (nn) Recommend necessary legislative and administrative controls for guiding Enterprise Zone development, including planned capital improvements.
- (oo) Review supportive planning studies and reports to insure technical proficiency.
- (pp) Coordinate planning activities and program implementation with other county and/or city or village departments and department programs.
- (qq) Collect and analyze data and submit reports required by the Department on a timely basis.
- (rr) Act as program manager responsible for the Enterprise Zone's day-to-day operations.
- (ss) Have other such duties as specified by either the County Board Chairman or the Management Organization.

The Zone Administrator shall be responsible for the duties and tasks listed above. To accomplish these duties and tasks, the Zone Administrator, with the approval of the Management Organization, may appoint

an Assistant Zone Administrator, and may receive technical and professional support from professionals as approved by the Management Organization.

**SECTION 8: Economic Development Committee:** The following activities have been identified as the initial program of work for the Economic Development Committee:

- (y) To identify available sites for locating new businesses and prepare documentation with specifics on each site.
- (z) To identify vacant and underused buildings available for business and industrial use and prepare documentation with specifics on each building.
- (aa) To market available sites and buildings to attract new and/or induce expansion of business and industry within the Enterprise Zone.
- (bb) To work with area and state organizations to promote tourism in Madison County and Southwestern Illinois areas.
- (cc) To encourage modifications in county, city and village zoning and building standards as appropriate to further the purposes of the Enterprise Zone plan.
- (dd) To examine and recommend local incentives and programs to accomplish Enterprise Zone program objectives.
- (ee) To hold educational forums and programs for Enterprise Zone businesses and residents to explain and promote program benefits and incentives.
- (ff) To coordinate Enterprise Zone development planning and implementation with other relevant programs, including, but not limited to, housing, community and economic development, small business, financial assistance and employment training within the Enterprise Zone.
- (gg) To coordinate with business and industry to identify State regulations or restrictions that adversely affect economic development within the Enterprise Zone and relay this information to the DCEO to aid in easing the regulations and restrictions.
- (hh) To coordinate available and future economic development incentives within the Enterprise Zone by "networking" with the professionals, developers and realtors and maintaining contact with previous plant locations as well as prospects.
- (ii) To assist businesses and Enterprise Zone residents in receiving available local, State or Federal economic development incentives and benefits.
- (jj) To participate in the development and implementation of a business retention program.

**SECTION 9: Incentives:**

- (g) State Enterprise Zone Incentives: The County and Municipalities authorize the extension and utilization of any and all state incentives, tax exemptions and other inducements authorized under applicable Illinois law, the Act and/or the rules and regulations of the Department or other applicable state agency by and for all commercial, industrial and manufacturing projects located within the Enterprise Zone Area.

(h) Sales Tax: Pursuant to applicable law, the County and the Municipalities authorize each retailer in Illinois who makes a sale of building materials to be permanently affixed and incorporated into real estate located within the Enterprise Zone Area, as amended from time to time, by remodeling, reconstruction or new construction may deduct receipts from such sales when calculating the retail sales tax imposed by the State of Illinois under and pursuant to the Illinois Retailer's Occupation Tax Act. The deduction allowed hereby shall be limited to and shall only apply to any remodeling, rehabilitation or new construction of a qualified commercial, industrial, or manufacturing project which complies with the following conditions:

- 1) The claimant must obtain an Applicant I.D. Number from the IDOR website [www.tax.illinois.gov](http://www.tax.illinois.gov).
- 2) The claimant must file with the Zone Administrator the following information on the form provided by the Zone Administrator:
  - i. the name and address of the contractor(s), subcontractor or other entity(s);
  - ii. the name and number of the enterprise zone;
  - iii. the name and location or address of the building project in the enterprise zone;
  - iv. the estimated amount of the exemption for the claimant or claimant's contractor, subcontractor or other entity for which a request for Exemption Certificate is made, based on a stated estimated average tax rate and the percentage of the contract that consists of building materials;
  - v. the period of time over which building materials for the project are expected to be purchased; and,
  - vi. other reasonable information as the Zone Administrator may require.
- 3) The Zone Administrator will then request (by providing the above information on the IDOR website) IDOR to issue an Enterprise Zone Building Materials Exemption Certificate for the claimant or claimant's contractor, subcontractor or other entity identified by the Zone Administrator.
- 4) IDOR shall issue the Enterprise Zone Building Materials Exemption Certificate directly to the claimant or claimant's contractor, subcontractor or other entity. IDOR shall also provide the Zone Administrator with a copy of each Exemption Certificate issued. This Exemption Certificate is the evidence from IDOR that the Exemption is applicable and secures the Exemption and related tax incentive savings to the claimant.
- 5) As to each vendor or seller of the building materials, the claimant or claimant's contractor, subcontractor or other entity must provide to the vendor/seller of the building material a completed IDOR Form EZ-1 containing the following information:
  - i. a statement that the building materials are being purchased for incorporation into real estate located in an Illinois enterprise zone;
  - ii. the location or address of the real estate into which the building materials will be incorporated;

- iii. the name of the enterprise zone in which that real estate is located;
  - iv. a description of the building materials being purchased;
  - v. the purchaser's Enterprise Zone Building Materials Exemption Certificate number issued by IDOR;
  - vi. the purchaser's signature and date of purchase.
- 6) IDOR may deny any entity the Enterprise Zone Building Materials Exemption Certificate if such entity owes any tax liability to the State of Illinois.

**SECTION 10: Miscellaneous:**

- (m) **Merger:** This Agreement shall constitute the entire agreement between the parties hereto. Any prior understandings, agreements, negotiations or representations of any kind preceding or subsequent to the date of this Agreement and not contained herein are hereby discharged and shall not be binding upon either party except to the extent incorporated in this Agreement pursuant to Paragraph (b) of this Section.
- (n) **Modification of Agreement:** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding on the parties hereto only if evidenced in a writing signed by each party or an authorized representative of each party and attached to the Agreement as an additional Rider.
- (o) **Governing Law:** It is hereby expressly agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.
- (p) **Severability and Infectious Invalidity:** In the event a court of competent jurisdiction declares any particular provision of this Agreement to be invalid or unenforceable, the remaining provisions of this Agreement shall be construed to be valid and enforceable.
- (q) **Titles of Paragraphs:** Titles of several paragraphs, sections or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provision hereof.
- (r) **Counterparts:** This Agreement shall be executed in counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.

The undersigned parties have caused this INTERGOVERNMENTAL AGREEMENT to be executed by their duly designated officials, as authorized in the Enterprise Zone Ordinance adopted by their respective governing bodies.

**COUNTY OF MADISON, ILLINOIS**

**CITY OF HIGHLAND, ILLINOIS**

\_\_\_\_\_  
BY: Alan J. Dunstan  
TITLE: Chairman

\_\_\_\_\_  
BY: Joseph R. Michaelis  
TITLE: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
BY: Debra D. Ming-Mendoza, County Clerk

**ATTEST:** \_\_\_\_\_  
BY: Lana Hediger, City Clerk

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**CITY OF TROY, ILLINOIS**

**VILLAGE OF ST. JACOB, ILLINOIS**

\_\_\_\_\_  
BY: Allen Adomite  
TITLE: Mayor

\_\_\_\_\_  
BY: Richard L. Schiefer  
TITLE: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
BY: Jamie Myers, City Clerk

**ATTEST:** \_\_\_\_\_  
BY: Kathy Becker, Village Clerk

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**VILLAGE OF MARYVILLE, ILLINOIS**

**VILLAGE OF GLEN CARBON, IL**

\_\_\_\_\_  
BY: Larry Gullede  
TITLE: President

\_\_\_\_\_  
BY: Robert L. Jackstadt  
TITLE: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
BY: Jolene Henry, Village Clerk

**ATTEST:** \_\_\_\_\_  
BY: Peggy Goudy, Village Clerk

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**CITY OF COLLINSVILLE, ILLINOIS**

\_\_\_\_\_  
BY: John Miller  
TITLE: Mayor

Date: \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
BY: Kimberly Wasser, City Clerk



**AN ORDINANCE GRANTING A FRANCHISE TO CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC D/B/A CHARTER COMMUNICATIONS, ITS SUCCESSORS AND ASSIGNS THE RIGHT TO ERECT, MAINTAIN, AND OPERATE A CABLE SYSTEM IN THE COUNTY OF MADISON, ILLINOIS.**

BE IT ORDAINED BY THE COUNTY OF MADISON, ILLINOIS:

**WHEREAS**, Charter Communications Entertainment I, LLC, d/b/a, Charter Communications (“Charter”) has applied for renewal of its non-exclusive cable franchise in the County of Madison, Illinois (“County”), pursuant to Section 626(h) of the Cable Act [47 U.S.C. Section 546 (h)], and;

**WHEREAS**, the County finds that Charter has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of Charter is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and;

**WHEREAS**, having afforded the public adequate notice and opportunity for comment, the County desires to enter into this Franchise with Charter for the construction and operation of a Cable System on the terms set forth herein, and;

**WHEREAS**, that pertinent to this franchise renewal, the County and Charter have complied with all Federal and State-mandated procedural and substantive requirements.

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

Section 1. The nonexclusive cable franchise is hereby renewed to Charter under the terms and conditions stated in the Franchise Agreement attached hereto as Exhibit 1.

Section 2. The County Board Chairman and the County Clerk are hereby authorized to sign and attest the Franchise Agreement attached hereto as Exhibit 1 on behalf of the County Board. Charter shall sign and attest to the Franchise Agreement attached hereto as Exhibit 1 and deliver the signed document to the County Clerk within sixty (60) days after passage of this Ordinance and the Franchise Agreement or any offer pertaining thereto by the County Board shall deemed null and void.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. This ordinance shall be in full force and effect from and after its date of passage as provided by law.

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014. COUNTY OF MADISON, ILLINOIS

By: \_\_\_\_\_  
COUNTY BOARD CHAIRMAN

ATTEST:

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

Respectfully submitted,

s/ Mike Walters

s/ Nick Petrillo

s/ Judy Kuhn

s/ Brenda Roosevelt

s/ Jack Minner

**Government Relations Committee**

**EXHIBIT 1**

**CABLE FRANCHISE AGREEMENT**

Between the

COUNTY OF MADISON, ILLINOIS

and

CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC,

d/b/a

CHARTER COMMUNICATIONS

(month)(day), 2014

# Cable Television Franchise Agreement

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## CABLE TELEVISION FRANCHISE AGREEMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, this CABLE FRANCHISE AGREEMENT (the "Franchise Agreement") is entered into by and between the County of Madison, Illinois ("County"), and Charter Communications Entertainment I, L.L.C., d/b/a Charter Communications ("Charter").

### THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

#### **1. Definitions and Word Usage.**

##### *(a) Definitions and Usage - General*

For the purpose of this Agreement, the following terms, phrases, words, and their derivations shall have the meanings ascribed to them under 47 U. S. C. § 521, et. seq. ("the Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

##### *(b) Cable Act*

"Cable Act" shall mean Title VI of The Communications Act of 1934, as amended [47 U.S.C. § 521, et. seq.].

##### *(c) Cable Ordinance*

"Cable Ordinance" shall mean Chapter 72 of the Madison County Code.

##### *(d) County*

"County" shall mean the County of Madison, Illinois, and its agencies, departments, agents, and employees acting within their respective areas of authority.

##### *(e) County Board*

"County Board" or "Board" shall mean the governing body of the County.

##### *(f) FCC*

"FCC" shall mean the Federal Communications Commission, its designee, or any successor governmental entity thereto.

##### *(g) Franchise Agreement*

"Franchise Agreement" or "Franchise" shall mean this contract and any amendments, exhibits or appendices hereto.

(h) *Franchise Area*

“Franchise Area” shall mean the area within the County of Madison, Illinois that the Franchisee is authorized to serve under this Franchise Agreement.

(i) *Franchise Fee*

“Franchise Fee” shall mean any tax, fee, or assessment of any kind imposed by the County or other government entity on the Franchisee or Subscriber, or both, solely because of its status as a Franchisee. The term "Franchise Fee" does not include: any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and cable operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against the Franchisee or Subscribers); capital costs which are required by the Franchise to be incurred by the Franchisee for Public, Educational, or Governmental Access facilities; requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or, any fee imposed under Title 17, U.S. Code.

(j) *Franchisee*

"Franchisee" shall mean Charter Communications Entertainment I, LLC, d/b/a Charter Communications, a Delaware Limited Corporation.

(k) *Gross Revenues*

(1) “Gross Revenues” shall mean any revenue, as determined in accordance with generally accepted accounting principles, received by the Franchisee for the operation of a Cable System to provide Cable Service within the Franchisee’s Cable Service area within the Grantor’s jurisdiction. Gross Revenues shall include the following: i. Recurring charges for Cable Service. ii. Event-based charges for Cable Service including but not limited to, pay-per-view and video-on-demand charges. iii. Rental of set top boxes and other Cable Service equipment. iv. Service charges related to the provision of Cable Service, including but not limited to activation, installation, and repair charges. v. Administrative charges related to the provision of Cable Service, including but not limited to service order and service termination charges. vi. Late payment fees or charges, insufficient funds check charges, and other charges assessed to recover the costs of collecting delinquent payments. vii. A pro rata portion of all revenue derived by the Franchisee or its affiliates pursuant to compensation arrangements for advertising or for promotion or exhibition of any products or services derived from the operation of the Franchisee’s Cable System to provide Cable Service within the Grantor’s jurisdiction. The allocation shall be based on the number of subscribers in the Grantor’s jurisdiction divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement. viii. Compensation received by the Franchisee that is derived from the operation of the Franchisee’s Cable System to provide Cable Service with respect to commissions that are receive by the Grantor as compensation for promotion or exhibition of any products or services on the Grantor’s Cable System, such as “home shopping” or similar channel. ix. In the case of a Cable Service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the Grantee’s revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Grantee can reasonable identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business. x. The franchise fee.

(2) Gross Revenues do not include any of the following: i. Revenues not actually received such as bad debt. ii. Refunds, discounts, or other price adjustments that reduce the amount of Gross Revenues received by the Grantee, to the extent the refund; rebate, credit, or discount is attributable to Cable Service.



iii. Regardless of whether the services are bundled, packaged, or functionally integrated with Cable Service, any revenues received from services not classified as Cable Service, including, without limitation, revenue received from telecommunications services, information services, or the provision of directory or Internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing or any other revenues attributed by the Grantee to noncable service in accordance with the Grantee's books and records and records kept in the regular course of business and any applicable laws, rules, regulations, standards, or orders. iv. The sale of Cable Services for resale in which the purchaser is required to collect franchise fee from the purchaser's subscribers to the extent the purchaser certifies in writing that it will resell the service within the Grantor's jurisdiction and pay the fee permitted with respect to the service. v. Any tax or fee of general applicability imposed upon the subscribers or the transaction by a city, State, federal, or any governmental entity and collected by the Grantee and required to be remitted to the taxing entity, including sales and use taxes, and the FCC User Fee. vi. Security deposits collected from subscribers. vii. Amounts paid by subscribers to "home shopping" or similar vendors for merchandise sold through any home shopping channel offered as part of the Cable Service.

*(l) Person*

"Person" shall mean an individual, partnership, association, organization, corporation, or governmental entity.

*(m) Public Rights-of-Way.*

"Public Rights-of-Way" shall mean the areas on, or below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.

*(n) Schools*

"Schools" shall mean any accredited elementary or secondary K-12 public, private or parochial school.

*(o) State*

"State" shall mean the State of Illinois.

*(p) Subscriber*

"Subscriber" shall mean any Person who lawfully receives any cable service delivered over a Cable System with the Franchisee's permission.

## **2. Grant of Authority.**

*(a) Grant of Authority.*

(1) The Franchise issued to the Franchisee is subject to the terms and conditions of this Franchise Agreement. The Franchise grants the Franchisee the right to construct, operate and maintain a Cable System, as defined under the Cable Act, along the Public Rights-of-Way within the Franchise Area, for the purpose of providing Cable Service, as well as any other services as allowed by applicable law.

(2) The Franchise is issued for the entire area presently served by the Franchisee within the

territorial limits of the County. In the event the County annexes territory in which Franchisee provides Cable Services, such annexed territory shall be incorporated into the Franchise Area and made subject to this Franchise Agreement on notice of the annexation from the County to the Franchisee, subject to the exceptions in Section 4(a) and so long as franchise fee payments are made within the annexed territory subject to State law.

*(b) Term*

The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of five (5) years, commencing on the Effective Date of this Franchise as set forth in section 2(e). This Franchise will be automatically extended for an additional term of five (5) years from such effective date, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then precede under the federal Cable Act renewal procedures.

*(c) Grant Not Exclusive*

This Franchise and the rights granted to use and occupy the Public Rights-of Way are not exclusive to the Franchisee and do not explicitly or implicitly preclude the issuance of other franchises to operate Cable Systems or other communications systems within the County, as long as the County grants other franchises under the same substantive terms and conditions as this Franchise and any other applicable state and federal level playing field requirement.

*(d) Franchise Agreement Subject to Exercise of Police Power.*

The Franchisee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, including the Cable Ordinance, to the extent that the provisions of such ordinances do not have the effect of limiting the benefits or expanding the obligations of the Franchisee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the County's lawful exercise of its general police power, the County may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Franchisee and the County. In the event of any conflict between this Franchise and any County ordinance or regulation, this Franchise will prevail.

*(e) Approval and Effective Date.*

This Franchise Agreement shall take effect and be in force from and after final passage thereof, as provided by law, provided that within sixty (60) days after the date of final passage of the Franchise, the Franchisee has filed with the County its acceptance of the Franchise.

*(f) Equal Protection*

If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the County or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the Public Rights-of-Way of the County, the County shall within sixty (60) days of a written request from Franchisee, modify this Franchise

to insure that the obligations applicable to Franchisee are no more burdensome than those imposed on the new competing provider. If the County fails to make modifications consistent with this requirement, Franchisee's Franchise shall be deemed so modified sixty (60) days after the Franchisee's initial written response. If the County fails to make modifications consistent with this requirement, Franchisee's Franchise shall be deemed so modified thirty (30) days after the Franchisee's initial written notice. Nothing in this Franchise shall impair the right of the Franchisee to terminate this Franchise and, at Franchisee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

(g) *Franchise Transfer*

The Franchise granted hereunder shall not be assigned without prior consent of the County, such consent not to be unreasonably withheld or delayed. Such transfer consents shall follow § 76.502 of the FCC Rules and Regulations, as may be amended from time to time. No such consent by the County shall be required, however, for a transfer of trust, by mortgagee, or by other hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise, or Cable System to secure indebtedness or for a transfer to an entity controlling, controlled by, or under common control with the Franchisee.

**3. Regulation and Oversight.**

(a) *Severability.*

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

**4. Provision of Cable Service.**

(a) *Service Area.*

The Franchisee shall make Cable Service distributed over the Cable System available to every residence within the Franchise Area where there is a minimum density of at least **forty (40)** residences per linear strand mile of cable as measured from Franchisee's closest trunk line or distribution cable that is actively delivering Cable Service as of the date of such request for service. If such residence is located within one hundred twenty five (125) feet of Franchisee's feeder cable, the Cable Service will be provided at Franchisee's published rate for standard installations. Notwithstanding the foregoing, the Franchisee shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another video service provider is providing Cable Service or into any annexed area which is not contiguous to the present Franchise Area of the Franchisee. Franchisee shall not be obligated to provide Cable Service to any area which is financially or technically infeasible.

**5. System Facilities, Equipment and Services.**

(a) *System*

- (1) The Franchisee's Cable System shall be designed, constructed and operated so as to meet the

technical standards under Subpart K of Part 76 of the FCC's Rules and Regulations as may, from time to time, be amended.

(2) The Cable System shall be capable of continuous twenty-four (24) hour daily operation without severe material degradation of signal except during extremely inclement weather or immediately following extraordinary storms that adversely affect utility services or damage major system components.

*(b) Interconnection.*

(1) The Franchisee shall cooperate on a reasonable basis with any interconnection corporation, regional interconnection authority or County, State or federal regulatory agency which may be hereafter established for the purpose of regulating, financing, or otherwise providing for the interconnection of cable systems beyond the boundaries of the County.

(2) Interconnection shall only be done for the purposes of sharing PEG programming, provided Franchisee is able to reach agreement with the other operator(s) for the interconnection on reasonable terms and conditions, and the County or interconnection authority is able to obtain any necessary consent from the adjacent cable system's local franchising authority.

(3) No interconnection shall take place without prior written approval of the Board. The Board may grant reasonable extensions of time to interconnect or rescind its request to interconnect upon its own initiative or upon petition by the Franchisee. The Board shall rescind the request if it finds that the Franchisee has negotiated in good faith and the cost of interconnection would cause an unreasonable increase in Subscriber rates.

(4) With respect to overbuilders in the County, including Persons that receive State video service authorization, all costs associated with interconnection shall be borne by the overbuilder.

## **6. Channels and Facilities for Public, Educational and Governmental Use.**

*(a) Access Channels*

(1) Upon written request, the Franchisee shall provide one (1) channel on its Cable System to the County for non-commercial governmental and/or educational access use. The channel shall be made available by the Franchisee to the County within one hundred twenty (120) days after such request by the County is received by the Franchisee.

(2) The Franchisee may provide such access channel to the County on any service tier and may utilize any transmission technology or spectrum to provide the channel.

*(b) Management of the Access Channel*

(1) The access channel shall be used only for non-commercial purposes, however underwriting or sponsorship recognition may be carried on the channel for the purposes of funding governmental and educational access related activities.

(2) The County is solely responsible for the operation, management and content it provides over its designated access channel. The Franchisee shall not exercise any editorial control over any programming of this access channel.

(3) The Franchisee shall not be subject to any civil or criminal liability for any program carried on the access channel.

*(c) Governmental Programming Services:*

(1) Starting within 90 days of written request by the County, Franchisee shall provide the County with grants of 10¢ per Subscriber per month within the Franchise Area payable each January, to be used in the County's discretion but solely for governmental and/or educational access equipment, facilities and other lawful access purposes.

(2) Franchisee shall also provide the County, upon its written request, with an additional one-time PEG grant of \$6,000.00, payable ninety (90) days after the written request is made by the County to the Franchisee. Such grant shall be used solely for governmental and/or educational access equipment, facilities, and other lawful governmental and educational access purposes. Franchisee's obligation to make such grant shall be contingent upon the County committing to match such grant with equal funds to be used for the same purposes and to hold such funds in a special account for such purposes.

*(d) Service To Government/Educational Facilities.*

(1) The Franchisee shall maintain, without charge, one (1) outlet of Basic Service to each accredited public, private and parochial elementary and secondary (K-12) school in the County that is within one hundred fifty (150) feet of the Franchisee's existing Cable System. In addition, the Franchisee shall furnish to the County, without charge, one (1) outlet of Basic Service to each police and fire station, public library, and County Government Facility that are within one hundred fifty (150) feet of the Franchisee's existing Cable System. Such free outlets and Cable Service may only be used for lawful purposes.

(2) At such time as the County informs the Franchisee of any new governmental or educational institution (K-12) in existence as described in Section 6(d) (1), the Franchisee shall use best efforts to provide such institution, without charge, one (1) outlet of Basic Service within sixty (60) days, provided such institution is within one hundred fifty (150) feet of the Franchisee's existing Cable System.

(3) For any request for free Cable Service under this subsection that requires said service to be installed underground, the County and or School shall provide and install for the Franchisee all necessary conduit.

(4) Limitations on Use. The Cable Service provided pursuant to this Section shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The County shall take reasonable precautions to prevent any use of the Franchisee's Cable System that results in the inappropriate use thereof or any loss or damage to the Cable System. The County shall hold the Franchisee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by subsection (1) above. The Franchisee shall not be required to provide an outlet to any such building where a standard drop of more than one hundred fifty (150) feet is required, unless the County or building owner/occupant agrees to pay the incremental cost of any necessary extension or installation.

**7. Franchise Fee.**

*(a) Payments*

(1) Each year during the Franchise term the Franchisee shall pay to the County, on a quarterly basis, Franchise fees in the amount of five percent (5%) of the Franchisee's Gross Revenues. Such payments shall be made within forty-five (45) days after each calendar quarter, and shall be accompanied by a brief report prepared by a representative of the Franchisee showing the basis of computation.

(2) In the event the Cable Act is amended to permit the County to assess a franchise fee of a greater amount than the franchise fee specified in Section 7(a) (1) of this Agreement, the Franchisee agrees to pay to the County the new amount at such time as the County Board adopts a franchise amendment imposing such increased fee. In no event shall the Franchisee pay a franchise fee greater than the maximum permitted under the Cable Act. Such increased fee shall take effect (90) ninety days after the franchise amendment is passed and upon written notice by the County to the Franchisee of its passage.

*(b) Accord and Satisfaction*

No acceptance of any payment by the Franchisee shall be construed as a release or as an accord and satisfaction of any claim the County may have for additional sums payable as a franchise fee under this Franchise Agreement.

*(c) Audit*

The Grantor and Grantee shall comply with the auditing provisions established pursuant to 55 ILCS 5/5-1095.1.

**8. Construction Provisions.**

*(a) System Construction Schedule.*

A construction schedule that will apply to any upgrade construction of the Cable System shall be provided to the County.

*(b) Construction Procedures.*

(1) Franchisee shall construct, operate and maintain the Cable System in compliance in all material respects with all adopted local, State and national construction and electrical codes which are in effect as of the date of this Franchise.

(2) The Cable System, and all parts thereof, shall be subject to periodic inspection by the County.

(3) No construction, reconstruction or relocation of the System or any part thereof within the Public Rights-of-Way shall be commenced until written permits have been obtained from the proper County officials, provided such permits are uniformly and consistently applied to other public utility companies and other entities operating in the Franchise Area. In any permit so issued, such officials may impose such conditions and regulations, provided such conditions and regulations are uniformly and consistently applied by the County as to other public utility companies and other entities operating in the Franchise Area.

*(c) Construction Standards.*

(1) Franchisee shall be required to comply with, and subject to, the generally applicable, nondiscriminatory and competitively neutral requirements of the Madison County Construction of Utility Facilities in the Right of Way Ordinance.

(2) All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

(3) If any action is required to accommodate the construction, operation, or repair of the facilities of another Person that is authorized to use the Public Rights-of-Way, a Franchisee shall, after reasonable advance written notice, take action to effect the necessary changes requested, provided that the expense of such is paid by any such Person benefiting from the relocation. The Franchisee may require such payment in advance. For the purposes of this subsection, "reasonable advance written notice" shall mean no less than ten (10) business days in the event of a temporary relocation and no less than one hundred and twenty days (120) for a permanent relocation.

(4) If funds are available to any Person using the Public Rights-of-Way for the purposes of defraying the costs of any of the foregoing, the County shall reimburse the Franchisee in the same manner in which other Persons affected by the requirement are reimbursed. If funds are controlled by another governmental entity, the County shall assist the Franchisee in making the application for such funds on behalf of the Franchisee if the County assisted any Person in making applications for such funds.

(5) Franchisee shall, on the request of the County or any Person holding a permit issued by the County, temporarily raise or lower its wires to permit the moving of buildings or oversized vehicles. The expense of such temporary removal or raising or lowering of wires shall be paid by the Person requesting same, and the Franchisee shall have the authority to require such payment in advance, except in the case where the request is made by the County on its own behalf, in which case no such payment shall be required. The Franchisee shall be given not less than forty-eight (48) hours' advance notice to arrange for such temporary wire changes unless the County has declared an emergency.

*(d) New Development*

(1) The County shall use best efforts to notify the Franchisee of any new applications for permits submitted by developers or property owners to the County in cases of new construction or property development within the Franchisee's franchise area.

(2) In cases of new construction or property development where utilities are to be placed underground, on request of Franchisee the developer or property owner shall give Franchisee reasonable notice of the particular date on which open trenching will be available to Franchisee for installation of conduit, pedestals and/or vaults, and laterals to be provided at Franchisee's expense. Franchisee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring facilities within the development shall be borne by the developer or property owner; except that if Franchisee fails, to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the notice given by the developer or property owner, then should the trenches be closed after the five-day period, the cost of new trenching is to be borne by Franchisee.

*(e) Commercial Construction*

The County recognizes that the Franchisee may require commercial customers to pay all reasonable costs of construction (including time and materials) for the connection of Cable Services.

*(f) System Test*

Franchisee shall perform all tests in accordance with technical specifications established pursuant to § 76.609, Subpart K of the FCC Rules and Regulations.

(g) *System Maintenance*

Franchisee shall schedule maintenance so that activities likely to result in an interruption of service are performed during periods of minimum subscriber use of the Cable System.

(h) *Emergency Alert System*

Franchisee shall comply with 47 U.S.C. § 544 (g) and all regulations issued pursuant thereto.

**9. Consumer Protection.**

Franchisee shall comply with the customer service and privacy protection provisions pursuant to 220 ILCS 5/22-501.

**10. Guarantees and Remedies**

(a) *Performance Bond*

Except as expressly provided herein, the Franchisee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. The County acknowledges that the legal, financial, and technical qualifications of the Franchisee are sufficient for compliance with the terms of the Franchise and the enforcement thereof. The Franchisee and the County recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for Cable Services. In order to minimize such costs, the County agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefore. The County agrees that in no event, however, shall it require a bond or other related surety in an aggregate amount greater than \$25,000, conditioned upon the substantial performance of the material terms, covenants, and conditions of the Franchise. Initially, no bond or other surety will be required. In the event that a bond or other surety is required in the future, the County agrees to give the Franchisee at least sixty (60) days prior written notice thereof stating the exact reason for the requirement. Such reason must demonstrate a change in the Franchisee's legal, financial, or technical qualifications which would materially prohibit or impair its ability to comply with the terms of the Franchise or afford compliance within.

(b) *Remedies*

(1) If the County believes that the Franchisee has not complied with the terms of the Franchise, the County shall first informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem, the County shall notify the Franchisee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

(2) The Franchisee shall have sixty (60) days from receipt of the Violation Notice to (i) respond to the County, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the sixty (60) day period, initiate reasonable steps to remedy



such default and notify the County of the steps being taken and the projected date that they will be completed.

(3) If the Franchisee fails to respond to the Violation Notice received from the County, or if the default is not remedied or reasonable steps have not been initiated to remedy the default within the cure period set forth above, the County may revert to any processes set forth in 72.173 or 72.174 (A) & (B) of the Cable Ordinance.

(4) Should the County move to revoke the Franchise per the Cable Ordinance and does so, the Franchisee may appeal such determination to an appropriate court, which shall have the power to review the decision of the County *de novo*. The Franchisee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

## **11. Rights of Individuals Protected**

### *(a) Discriminatory Practices Prohibited.*

(1) Franchisee shall not deny service, deny access, or otherwise discriminate against Subscribers, users, programmers, or residents or businesses in the County on the basis of race, color, religion, national origin, sex, or age.

(2) Franchisee shall not unreasonably discriminate among similarly situated Persons or take any retaliatory action against a Person because of that Person's exercise of any right it may have under federal, state, or local law, nor may Franchisee require a Person to waive such rights as a condition of providing service.

(3) Franchisee shall not deny access to Cable Service or levy different rates and charges on any group of potential residential cable Subscribers because of the income of the residents of the local area in which such group resides.

### *(b) Equal Employment Opportunity.*

Franchisee shall not refuse to employ, discharge from employment, or discriminate against any Person in compensation or in terms, conditions, or privileges of employment because of race, color, religion, national origin, sex, or age. A Franchisee shall comply with all federal, state, and local laws and regulations governing equal employment opportunities, as the same may be from time to time amended, including but not limited to 47 U.S.C. § 554.

### *(c) Privacy*

The Franchisee shall fully comply with the privacy rights of the Subscriber as contained in 47 U.S.C. § 551.

## **12. Insurance, Indemnification.**

### *(a) Insurance Required.*

Franchisee shall maintain throughout the entire length of the Franchise period, at least the following liability insurance coverage in the minimum amounts as follows:

- (1) Workers' Compensation – Statutory Limits
- (2) Commercial General Liability - \$2,000,000 per occurrence,  
Combined Single Liability C.S.L. \$2,000,000 General Aggregate
- (3) Auto Liability - \$2,000,000 per occurrence C.S.L.  
(including coverage on all owned, non-owned hired autos)
- (4) Umbrella Liability - \$5,000,000 per occurrence C.S.L.  
Insurance limits as required pursuant to the Cable Ordinance, effective on the date  
of this Franchise, may be satisfied by the umbrella liability policy.

(b) *Qualifications of Sureties.*

All insurance policies shall be with reputable, qualified, and financially sound sureties licensed to do business in the State of Illinois. Upon receipt of a certificate of insurance, the County shall have thirty (30) days to notify Franchisee in writing that the insurance certificate is not from a surety that meets the qualifications set forth in this paragraph, which notice shall specify the reasons that the surety is not reputable, qualified or financially sound. Upon receipt of the notice, the County and Franchisee will meet and confer to resolve the issue.

(c) *Certificates of Insurance.*

The Franchisee shall furnish the County with current certificates of insurance coverage.

(d) *Additional Insureds; Prior Notice of Policy Cancellation*

All general insurance policies shall name the County, its Board, commissions, commissioners, agents, and employees as additional insured. Franchisee shall not cancel any required insurance policy without submission of proof that the Franchisee has obtained alternative insurance reasonably satisfactory to the County that complies with this Franchise Agreement.

(e) *Indemnification.*

(1) Franchisee shall, at its sole cost and expense, fully indemnify, defend, and hold harmless the County, and in their capacity as such, the elected officials, officers, agents, and employees thereof, from and against any and all claims, suits, actions, liability, and judgments arising out of the installation, construction, operation, or maintenance of the Cable System by Franchisee, its subcontractors, employees and agents.

(2) The County shall use its best efforts to notify Franchisee of any claim for which it seeks indemnification within ten (10) days of receipt of such claim and, in any event, shall notify Franchisee within a sufficient period of time for Franchisee to defend such claim. The County shall make available to Franchisee all relevant information under the County's control regarding such claim. Upon notification of a claim, Franchisee shall fully control the defense of such claim and any compromise, settlement resolution or other disposition of such claim, including selection of counsel, provided, however, that the County shall have the right to participate in the defense of any litigation by retaining its own counsel at its own cost and expense. This indemnity does not apply to programming carried on any channel set aside for the public, educational, or government use or actions of the County, its officers, employees, and agents that constitute willful misconduct or negligence.

### **13. Miscellaneous Provisions.**

#### *(a) Waiver of Federal or State Rights*

In entering into this agreement, Franchisee and the County do not wave, and hereby expressly reserve any and all rights that they have under applicable Federal and State Laws.

#### *(b) Notices.*

Unless otherwise expressly stated herein, notices required under this Franchise Agreement shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party, but each party may only designate one entity to receive notice.

- (1) Notices to the Franchisee shall be mailed to:

Charter Communications  
Attn: Vice President/General Manager  
941 Charter Commons Drive  
Town & Country, MO 63017

With A Copy To:

Charter Communications  
Attn: Corporate Government Affairs  
12405 Powerscourt Drive  
St. Louis, Missouri 63131

- (2) Notices to the County shall be mailed to:

County of Madison  
Attn: County Administrator  
157 North Main Street - Suite 165  
Edwardsville, Illinois 62025

#### *(c) Time of Essence.*

In determining whether the Franchisee has substantially complied with this Franchise Agreement, the parties agree that time is of the essence.

#### *(d) Captions.*

The captions and headings of this Agreement are for convenience and reference purposes only, and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

#### *(e) Entire Agreement*

This Franchise sets forth the entire agreement between the parties respecting the subject matter hereof. All agreements, covenants, representations and warranties, express and implied, oral and written,

of the parties with regard to the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to another with respect to the matter of this Franchise. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and therein and are superseded hereby and thereby.

(f) *Force Majeure.*

The Franchisee shall not be held in default under, or in noncompliance with the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Franchisee to anticipate and control. This provision includes: vandalism, work delays caused by waiting for utility providers to service or monitor their utility poles to which Franchisee's Cable System is attached, as well as unavailability of materials to perform the work necessary.

#### 14. Signature

AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014

COUNTY OF MADISON, ILLINOIS

(Seal)

By: \_\_\_\_\_  
COUNTY BOARD CHAIRMAN

ATTEST:

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

The Franchisee hereby accepts the terms and conditions of this Franchise Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2014.

CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC  
d/b/a CHARTER COMMUNICATIONS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Madison County Health Department  
Monthly Activity Report  
*Oct-14*

<b>Health Promotion</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Previous YTD</b>	<b>YTD</b>
Presentations	8	1	39	49
Encounters	136	15	620	805
Community / School Events	4	1	5	19
Participants	355	60	164	2015
Communications	10	2	69	57
Meetings	36	17	293	318
Clean Hands Healthy Bodies	0	0	3843	3701
<b>Food Program</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Previous YTD</b>	<b>YTD</b>
High Priority Inspections	141	146	1404	1416
Medium Priority Inspections	114	89	895	877
Low Priority Inspections	22	10	281	273
Total Routine Inspections	277	245	2577	2565
High Priority Re-Inspections	30	25	273	299
Medium Priority Re-Inspections	14	17	85	143
Low Priority Re-Inspections	1	2	37	44
Total Routine Re-Inspections	45	44	395	486
High Priority Assessments	5	5	34	28
Medium Priority Assessments	3	0	24	13
Low Priority Assessments	1	0	14	11
Total Assessments	9	5	72	51
Summer Food Program Inspections	0	0	18	16
Summer Food Program Re-Inspections	0	0	1	0
Plan Reviews	7	4	93	107
Pre-Operational Inspections	6	4	62	47
Foodborne Illness (FBI) Complaints Evaluated/Investigated	4	2	27	20
Non- FBI Complaints Evaluated/Investigated	13	11	107	94
FBI & Non-FBI Complaints Rechecked	4	2	16	17
Consultations	40	36	797	662
Temporary Food Establishment Permits Issued	10	19	235	243
Temporary Food Establishments Inspected	48	47	413	393
Product Recalls	3	3	30	46
Fires	1	0	9	5
Embargoes Placed	0	0	0	1
Voluntary Closures	1	0	7	8

Initial Permits Issued	8	2	88	53
Renewal Permits Issued	81	123	1113	1099
Group In-Services	0	2	13	13
Participants/Audience	0	23	234	212
Media Contacts	0	0	2	10
CHHB Daycares	2	2	22	6
CHHB Participants	50	70	1464	276
<b>Water Program</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Previous YTD</b>	<b>YTD</b>
Water Well Permits Issued	20	1	42	52
New Water Wells Inspected	2	9	119	23
Consultations	5	4	29	25
Loan Request Survey	0	0	0	0
Sealed Water Wells Inspected	0	0	7	5
Non-Community Private Water Supplies Sampled	1	3	13	11
Non-Community Private Water Supplies Surveyed	1	3	11	11
Request for inspection/sampling (Samples Collected)	1	0	0	5
Complaints Received	0	0	0	0
Private Water Well Sample Analysis	2	8	69	51
Group In-Services	0	0	0	1
Participants	0	0	0	42
<b>Smoke Free Program Enforcement</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Previous YTD</b>	<b>YTD</b>
Complaint Letters Mailed	1	1	15	17
Onsite Visits	0	0	7	4
Media Contacts	0	0	0	0
Citations Issued	0	0	4	0
Hearings	0	0	0	0
<b>Tanning Program</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Previous YTD</b>	<b>YTD</b>
Initial Inspections	0	1	1	3
Renewal Inspections	0	2	24	22
Follow-Up Inspections	0	0	4	2
Consultations	0	0	3	2
Complaint Investigations	0	0	1	0
Complaint Follow-Ups	0	0	1	0
<b>Vector Surveillance Program</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Previous YTD</b>	<b>YTD</b>
Complaint Investigations	0	0	9	3
Complaint Re-Inspections	0	0	0	0
Site Inspections	0	0	0	5
Consultations	0	2	33	10
Media Contacts	0	0	19	1

In-Services	0	0	1	1
Participants	0	0	39	47
Mosquito Pools Tested	0	19	321	221
Dead Birds Tested	1	2	12	11
<b>Body Art Program</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Previous YTD</b>	<b>YTD</b>
Initial Assessments	0	0	2	0
Routine Inspections	1	0	30	27
Follow-Up Inspections	1	0	3	4
Plan Reviews	0	1	1	2
Consultations	1	0	6	9
Complaint Investigations	0	0	2	1
Initial Establishment Permits Issued	0	0	0	0
Renewal Establishment Permits Issued	0	0	2	30
Initial Operator Permits Issued	2	0	19	8
Renewal Operator Permits Issued	2	5	30	37
<b>Tuberculosis Program</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Previous YTD</b>	<b>YTD</b>
TB Clinics Offered	17	17	181	181
TB Patients Seen	77	62	918	366
Mantoux Tuberculin Skin Tests Given	23	22	355	211
Inteferon-Gamma Release Assay (IGRA)	10	2	68	71
TB Evaluation Visits (History)	0	2	79	73
Chest X-rays	6	0	16	24
Patients Started on Preventive Medication	0	0	3	7
TB Home Visits (Excluding DOTs)	6	1	17	26
TB New Suspects	0	0	5	1
New Cases Mycobacterium Tuberculosis Disease	0	0	1	0
Direct Observation Therapy (DOT) Home Visits	0	0	81	110
CBC & Metabolic Panels (0/0)	0	0	1	0
Liver Profiles & Serum Uric Acid (0/0) QTFG (0/0)	2	0	10	11
Sputums & Urine for Acid-fast Bacilli (0/0)	0	0	30	6
<b>Immunization Program</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Previous YTD</b>	<b>YTD</b>
Immunization Clinics Offered	17	17	182	181
Immunization Patients Seen	1568	386	3650	2552
DTaP- Diphtheria/Tetanus/acellularPertussis	32	32	249	242
DTAP, HIB, IPV	48	41	136	338
DTaP, IPV	15	15	106	89
DTAP, IPV, Hep B	4	5	234	179
Flu Vaccine	1375	271	2140	2024
Hep A/Hep B	0	0	30	9

Hep A IG	0	0	0	0
Hep B IG	0	0	0	0
Hepatitis A	80	91	882	726
Hepatitis B	51	39	347	424
Hepatitis B/HIB	0	0	0	0
HIB-Haemophilus Influenza	18	26	382	306
HPV	59	49	454	327
IPV-Inactivated Polio Vaccine	18	21	144	122
Meningitis	34	35	292	194
MMR-Measles/Mumps/Rubella	28	35	215	227
Pneumonia Vaccine 23	7	0	4	9
Prevnar Pneumococcal 13	65	62	535	634
Rabies	0	0	3	0
Rotavirus	38	26	265	343
Zostavax Shingles Vaccine	2	1	18	11
Tdap	47	43	459	288
Td-Tetanus/Diphtheria	0	1	7	6
Varicella/Varivax	54	59	338	325
Varicella/MMR	28	26	163	152
<b>Communicable Disease Investigations</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Previous YTD</b>	<b>YTD</b>
Acid Fast Bacillus (AFB) - Not Identified	2	3	13	14
Acquired Immunodeficiency Syndrome (AIDS)	0	0	0	1
Chickenpox/Varicella	4	2	42	29
Chlamydia	81	93	981	840
Cluster Illness	2	2	14	24
Cryptosporidiosis	0	1	18	5
Enteric Escherichia coli Infections	1	2	6	6
Food Complaints	4	2	34	19
Foodborne or Waterborne Illness	0	0	0	0
Giardiasis	0	0	12	2
Gonorrhea	13	14	180	146
Haemophilus Influenzae, Meningitis/Invasive	0	2	7	10
Hepatitis A	7	3	43	60
Hepatitis B	8	5	89	77
Hepatitis C	30	31	268	343
Human Immunodeficiency Virus (HIV) Infection	8	2	51	53
Influenza - ICU, Death or Novel	0	0	7	19
Legionellosis	4	1	11	10
Lyme Disease	2	0	13	20



Neisseria Meningitidis, Meningitis/Invasive			1	1	1	3
Pertussis			8	5	54	37
Rabies, potential human exposure			6	12	38	50
Salmonellosis			2	3	24	34
Shigellosis			0	2	9	47
Staphylococcus aureus Infections/MRSA in infants			1	0	3	2
Streptococcal Infections, Group A, Invasive			2	0	15	15
Strep Pneumoniae - Invasive in those < 5 years old			0	1	4	6
Syphilis			0	0	26	8
CD Home Visits			10	8	24	71
STD Home Visits			11	18	69	101
Lead Program	Initial Test	Repeat Test	Current Month	Previous Month	Previous YTD	YTD
0-9 mcg/dL:	446	0	446	627	3379	3957
10-14 mcg/dL:	1	1	2	4	33	37
15-19 mcg/dL:	1	2	3	1	15	14
20-39 mcg/dL:	0	1	1	1	24	7
40-69 mcg/dL:	0	0	0	0	1	4
> 70 mcg/dL:	0	0	0	0	0	0
Number of Lead Cases on Stellar Download Investigated			0	28	100	152
Developmental Screens Completed			1	2	6	26
Lead Home Visits Made			1	2	11	19
Blood Lead Level Risk Assessments			111	119	833	878
Blood Lead Level Screens			42	57	331	330
Number of New Case Management Cases			2	2	11	12
Number of Case Management Cases Closed			0	0	31	4
Case Managing			23	21	15	23
AFIX Program			Current Month	Previous Month	Previous YTD	YTD
Office Visits to VFC-AFIX Providers			3	6	58	26
Provider Consultations			0	0	28	32
Genetics			Current Month	Previous Month	Previous YTD	YTD
Genetic Screening Tools Completed			24	25	177	243
Home Visits Made			0	1	2	2
Newborn Screens Requiring Follow-up			0	2	26	24
Sudden Unexplained Infant Deaths / Sudden Infant Death			0	0	0	0
Patients Seen in Genetics Clinic			0	0	26	18
Physical Exams			Current Month	Previous Month	Previous YTD	YTD
Patients Seen			16	27	114	103
Health Assessments			Current Month	Previous Month	Previous YTD	YTD
Alton Jail Screenings			0	7	40	31

<b>Sexual Health Clinics</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Previous YTD</b>	<b>YTD</b>
STD Exams	47	36	557	482
Patients Treated	31	35	272	264
Partners Treated	8	7	66	90
Hep C Tests	3	0	37	9
HIV Tests thru STD Clinic	40	28	438	360
Well Woman Blood Draws	0	0	135	0
Well Woman Office Visits	3	2	103	9
Clinical Breast Exams	3	2	120	58
Pelvic Exams	1	0	30	17
Pap Tests	1	0	25	17
<b>HIV Program</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Previous YTD</b>	<b>YTD</b>
Individuals Counseled but Not Tested	3	0	16	16
Individuals Provided Risk Reduction Counseling	4	11	35	93
Individuals Tested Anonymously	0	0	0	2
Individuals Tested Confidentially	8	13	60	96
Surveillance Based Partner Services	3	14	21	53
Linkage to Care / Adherence Counseling	0	0	42	26
Category B - Community HIV Testing	0	0	0	0
Jail Project Grant HIV Testing	70	66	524	637
HCV Testing	60	64	N/A	602
<b>Epidemiology</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Previous YTD</b>	<b>YTD</b>
Analyzed Surveillance Reports	112	89	815	987
Created / Updated Epi Reports	115	37	837	1017
Surveillance Calls	3	4	106	89
Outbreaks / Cluster Illness Investigated	1	0	1	3
Special Requests for Data Analysis	9	3	79	86
Email Consultations	127	97	1027	1377
CD Cases Assigned	95	84	n/a	904
CD Labs Merged (Not Assigned)	67	87	n/a	859
CD Cases Reviewed	12	10	n/a	115
<b>Breast &amp; Cervical Cancer Screening Program</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Previous YTD</b>	<b>YTD</b>
Clinical Office Visits	45	38	1058	672
Mammograms, Ultra Sound, Breast Related Procedures	50	67	1987	1132
Pap Smears, Colposcopy, Related Procedures	26	22	483	322
Women Referred to Treatment Act	0	0	19	12
Number of Women Enrolled This Month	42	38	835	488
Number of Abnormal Tests and Women in Diagnostics	18	12	324	180
Number of Provider Outreach Contacts	2	5	25	30

Home Visits Made	4	0	30	12
Case Managing	40	31	805	459
<b>Wisewoman Program</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Previous YTD</b>	<b>YTD</b>
Office Visits	0	0	152	0
Lab Procedures	0	0	406	0
Abnormal Referrals	0	0	11	0
Alert Referrals	0	0	5	0
Number of LifeStyle Interventions (LSI) - Level 1	0	0	133	0
Number of LifeStyle Interventions (LSI) - Level 2	0	0	212	0
Number of LifeStyle Interventions (LSI) - Level 3 Classes	0	0	75	0
<b>Vision &amp; Hearing Program</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Previous YTD</b>	<b>YTD</b>
Day Cares/Schools Reached	8	10	60	72
Vision Screens Performed	180	282	2027	2131
Vision Re-screens	3	4	32	40
Vision Referrals	4	4	29	41
Hearing Screens Performed	194	287	2114	2291
Hearing Re-screens	0	0	15	12
Hearing Referrals	0	0	11	5
<b>Miscellaneous</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Previous YTD</b>	<b>YTD</b>
Presenting In-services, Workshops, Meetings, Conferences	1	2	19	17
Participants/Audience	100	8	272	398
Community Events/Health Fairs	4	1	7	6
Media Contacts, Press Releases, PSAs	0	0	4	103
Attended In-services, Workshops, Meetings, Conferences	23	34	283	398
Phone Consults Logged by Nursing Staff	2079	2181	20680	20718
Off Site Clinics Held	10	7	18	20
Off Site Clinic Clients/Participants	578	320	850	908
International Travel Consultations	4	3	52	53
Pregnancy Tests for WIC Eligibility	12	13	161	120
Nurse Consults	12	25	156	144

**RESOLUTION TO PURCHASE MAINTENANCE RENEWAL ON MICROSOFT SOFTWARE  
LICENSING FOR THE MADISON COUNTY INFORMATION TECHNOLOGY  
DEPARTMENT**

Mr. Chairman and Members of the County Board:

**WHEREAS**, the Madison County Information Technology Department wishes to purchase maintenance renewal on Microsoft software licensing; and,

**WHEREAS**, this maintenance renewal is available for purchase under Illinois State Contract from CDW-G; and,

CDW-G  
120 South Riverside Drive  
Chicago, IL 60606..... \$41,484.32

**WHEREAS**, CDW-G met all specifications at a total contract price of Forty-one thousand four hundred eighty-four dollars and thirty-two cents (\$41,484.32); and,

**WHEREAS**, it is the recommendation of the Madison County Information Technology Department to purchase said maintenance from CDW-G of Chicago, IL; and,

**WHEREAS**, this maintenance renewal will be paid for from the Information Technology Department FY2014 funds.

**NOW, THEREFORE BE IT RESOLVED** by the County Board of Madison County Illinois, that the County Board Chairman be hereby directed and designated to execute said contract with CDW-G of Chicago, IL for the aforementioned maintenance renewal.

Respectfully submitted by,

s/ Ann Gorman  
Ann Gorman

s/ Jack Minner  
Jack Minner

s/ Michael Holliday, Sr.  
Michael Holliday, Sr.

s/ Michael Holliday, Sr.  
Michael Holliday, Sr.

s/ Liz Dalton  
Liz Dalton

s/ Larry Trucano  
Larry Trucano

s/ Steve Brazier  
Steve Brazier

s/ Kelly Tracy  
Kelly Tracy

s/ Lisa Ciampoli  
Lisa Ciampoli

s/ Ann Gorman  
Ann Gorman

s/ Bill Robertson  
Bill Robertson

\_\_\_\_\_  
Bill Meyer

s/ Brad Maxwell  
Brad Maxwell

s/ Jamie Goggin  
Jamie Goggin

**Information Technology Committee**

**Finance & Government Operations Committee**

**RESOLUTION TO RENEW CISCO SMARTNET MAINTENANCE FOR THE MADISON  
COUNTY INFORMATION TECHNOLOGY DEPARTMENT**

Mr. Chairman and Members of the County Board:

**WHEREAS**, the Madison County Information Technology Department wishes to renew the Cisco SmartNet maintenance; and,

**WHEREAS**, this maintenance renewal is available for purchase from World Wide Technology Inc.; and,

World Wide Technology, Inc.  
56 Weldon Parkway  
St. Louis, MO 63043..... \$110,009.52

SecureData Technologies  
650-B Pierce Blvd.  
O'Fallon, IL 62269.....\$128,139.95

AOS, LLC  
1859 Bowles Ave. #200  
Fenton, MO 63026..... \$132,336.81

**WHEREAS**, World Wide Technology Inc. met all specifications at a total contract price of One hundred ten thousand nine dollars and fifty-two cents (\$110,009.52); and,

**WHEREAS**, it is the recommendation of the Madison County Information Technology Department to purchase said maintenance renewal from World Wide Technology, Inc. of St. Louis, MO; and,

**WHEREAS**, the Information Technology FY2014 budget will pay for this maintenance.

**NOW, THEREFORE BE IT RESOLVED** by the County Board of Madison County Illinois, that the County Board Chairman be hereby directed and designated to execute said contract with World Wide Technology, Inc. of St. Louis, MO for the aforementioned maintenance renewal.

Respectfully submitted by,

s/ Ann Gorman  
Ann Gorman

s/ Jack Minner  
Jack Minner

s/ Michael Holliday, Sr.  
Michael Holliday, Sr.

s/ Michael Holliday, Sr.  
Michael Holliday, Sr.

s/ Liz Dalton  
Liz Dalton

s/ Larry Trucano  
Larry Trucano

s/ Steve Brazier  
Steve Brazier

s/ Kelly Tracy  
Kelly Tracy

s/ Lisa Ciampoli  
Lisa Ciampoli

s/ Ann Gorman  
Ann Gorman

s/ Bill Robertson  
Bill Robertson

\_\_\_\_\_  
Bill Meyer

s/ Brad Maxwell  
Brad Maxwell

**Information Technology Committee**

s/ Jamie Goggin  
Jamie Goggin

**Finance & Government Operations Committee**

**RESOLUTION TO PURCHASE A NIMBLE STORAGE ARRAY FOR THE COUNTY WIDE  
NEW WORLD PROJECT FOR THE MADISON COUNTY INFORMATION TECHNOLOGY  
DEPARTMENT**

Mr. Chairman and Members of the County Board:

**WHEREAS**, the Madison County Information Technology Department wishes to purchase Nimble Storage Array for the County Wide New World Project; and,

**WHEREAS**, bids were advertised and received; and,

Secure Data Technologies Inc.  
650 Pierce  
O'Fallon, IL 62269.....\$ 89,301.70

SHI  
290 Davidson Ave.  
Somerset, NJ 08873.....\$125,625.00

**WHEREAS**, Secure Data Technologies, Inc. met all specifications at a total contract price of Eighty-nine thousand three hundred one dollars and seventy cents (\$89,301.70); and,

**WHEREAS**, this project will be paid for with FY2014 Information Technology Capital Project: Wide New World Project Funds.

**NOW, THEREFORE BE IT RESOLVED** by the County Board of the County of Madison Illinois, that the County Board Chairman be hereby directed and designated to execute said contract with Secure Data Technologies of O'Fallon, IL for the aforementioned Nimble Storage Array.

Respectfully submitted by,

s/ Ann Gorman  
Ann Gorman

s/ Jack Minner  
Jack Minner

s/ Michael Holliday, Sr.  
Michael Holliday, Sr.

s/ Michael Holliday, Sr.  
Michael Holliday, Sr.

s/ Liz Dalton  
Liz Dalton

s/ Larry Trucano  
Larry Trucano

s/ Steve Brazier  
Steve Brazier

s/ Kelly Tracy  
Kelly Tracy

s/ Lisa Ciampoli  
Lisa Ciampoli

s/ Ann Gorman  
Ann Gorman

s/ Bill Robertson  
Bill Robertson

\_\_\_\_\_  
Bill Meyer

s/ Brad Maxwell  
Brad Maxwell

s/ Jamie Goggin  
Jamie Goggin

**Information Technology Committee**

**Finance & Government Operations Committee**

**RESOLUTION TO PURCHASE A DELL BLADE CHASSIS WITH 4 SERVER BLADES FOR  
THE COUNTY WIDE NEW WORLD PROJECT FOR THE MADISON COUNTY  
INFORMATION TECHNOLOGY DEPARTMENT**

Mr. Chairman and Members of the County Board:

**WHEREAS**, the Madison County Information Technology Department wishes to purchase Dell Blade Chassis with four (4) server blades for the County Wide New World Project; and,

**WHEREAS**, this Dell Blade Chassis is available for purchase under the State of Illinois contract from Dell of Round Rock, TX; and,

Dell  
One Dell Way  
Round Rock, TX 78682.....\$48,828.30

**WHEREAS**, Dell met all specifications at a total contract price of Forty-eight thousand eight hundred twenty-eight dollars and thirty cents (\$48,828.30); and,

**WHEREAS**, this project will be paid for with FY2014 Information Technology Capital Project: Wide New World Project Funds.

**NOW, THEREFORE BE IT RESOLVED** by the County Board of the County of Madison Illinois, that the County Board Chairman be hereby directed and designated to execute said contract with Dell of Round Rock, TX for the aforementioned Dell Blade Chassis with four (4) server blades.

Respectfully submitted by,

s/ Ann Gorman  
Ann Gorman

s/ Jack Minner  
Jack Minner

s/ Michael Holliday, Sr.  
Michael Holliday, Sr.

s/ Michael Holliday, Sr.  
Michael Holliday, Sr.

s/ Liz Dalton  
Liz Dalton

s/ Larry Trucano  
Larry Trucano

s/ Steve Brazier  
Steve Brazier

s/ Kelly Tracy  
Kelly Tracy

s/ Lisa Ciampoli  
Lisa Ciampoli

s/ Ann Gorman  
Ann Gorman

s/ Bill Robertson  
Bill Robertson

\_\_\_\_\_  
Bill Meyer

s/ Brad Maxwell  
Brad Maxwell

s/ Jamie Goggin  
Jamie Goggin

**Information Technology Committee**

**Finance & Government Operations Committee**



**RESOLUTION TO PURCHASE AUDIO VISUAL UPGRADES AT THE MADISON COUNTY  
CRIMINAL JUSTICE CENTER COURT ROOM 109 FOR THE MADISON COUNTY CIRCUIT  
COURT**

Mr. Chairman and Members of the County Board:

**WHEREAS**, bids were advertised and received from vendors to furnish court room audio visual upgrades at the Madison County Criminal Justice Center Court Room 109; and,

Tech Electronics  
6937 Manchester Ave.  
St. Louis, MO 63137.....\$42,160.00\*\*

TSI Technology Solutions  
700 Fountain Lakes Blvd.  
St. Charles, MO 63310.....\$42,859.83

**WHEREAS**, Tech Electronics of St. Louis, MO was the lowest responsible bid at a total contract price of Forty-two thousand one hundred sixty dollars (\$42,160.00); and,

**WHEREAS**, this project will be paid for with FY 2014 Law Library Funds.

**NOW, THEREFORE BE IT RESOLVED** by the County Board of the County of Madison Illinois, that the County Board Chairman be hereby directed and designated to execute said contract with Tech Electronics of St. Louis, MO for the aforementioned audio visual upgrades.

Respectfully submitted,

s/ Steve Brazier  
Steve Brazier

s/ Jack Minner  
Jack Minner

s/ Gussie Glasper  
Gussie Glasper

s/ Michael Holliday Sr.  
Michael Holliday Sr.

s/ Terry Davis  
Terry Davis

s/ Larry Trucano  
Larry Trucano

s/ Mike Walters  
Mike Walters

s/ Kelly Tracy  
Kelly Tracy

s/ Liz Dalton  
Liz Dalton

s/ Ann Gorman  
Ann Gorman

s/ Art Asadorian  
Art Asadorian

\_\_\_\_\_  
Bill Meyer

s/ Jamie Goggin  
Jamie Goggin

s/ Jamie Goggin  
Jamie Goggin

**Judiciary Committee**

**Finance & Government Operations Committee**

**RESOLUTION – Z14-0043**

**WHEREAS,** The Madison County Zoning Board of Appeals has submitted its Findings for the aforesaid petition; and,

**WHEREAS,** on the 30<sup>th</sup> day of October 2014, a public hearing was held to consider the petition of Quentin Downing, applicant for owner of record, Roy Lagemann, requesting Variances as per Article 93.023, Section B, Items 1 & 2 of the Madison County Zoning Ordinance in order to create a tract of land that will be one acre in size instead of the required two acres, also in order to have an existing home located 33 feet from the North property line instead of the required 50 feet. This is located in an Agricultural District in Foster Township, more commonly known as 8223 Wood Station Road, Alton, Illinois; and,

**WHEREAS,** it was the recommendation in the aforesaid Report of Findings of the Madison County Zoning Board of Appeals and the Planning and Development Committee that the petition of Quentin Downing be as follows: **Granted;** and,

**WHEREAS,** it is the opinion of the County Board of Madison County that the Findings made by the Madison County Zoning Board of Appeals should be **approved** and Resolution adopted.

**NOW, THEREFORE BE IT RESOLVED** that this resolution is **approved** and shall take effect immediately upon its adoption.

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**Planning & Development Committee**

**RESOLUTION – Z14-0044**

**WHEREAS,** The Madison County Zoning Board of Appeals has submitted its Findings for the aforesaid petition; and,

**WHEREAS,** on the 30<sup>th</sup> day of October 2014, a public hearing was held to consider the Brian Wuebbels, owner of record, by applicant Argos Construction, requesting a Variance as per Article 93.051, Section A, Item 2, Subsection (a) of the Madison County Zoning Ordinance in order to construct an accessory building for personal use that will be 34 feet in height instead of the allowable 25 feet. This is located in an Agricultural District in Marine Township, more commonly known as 11663 Osanna Lane, Marine, Illinois; and,

**WHEREAS,** it was the recommendation in the aforesaid Report of Findings of the Madison County Zoning Board of Appeals and the Planning and Development Committee that the petition of Brian Wuebbels be as follows: **Granted**; and,

**WHEREAS,** it is the opinion of the County Board of Madison County that the Findings made by the Madison County Zoning Board of Appeals should be **approved** and Resolution adopted.

**NOW, THEREFORE BE IT RESOLVED** that this resolution is **approved** and shall take effect immediately upon its adoption

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**Planning & Development Committee**

**RESOLUTION – TEXT AMENDMENT TO THE MADISON COUNTY ZONING  
ORDINANCE FOR DOMESTIC FARM ANIMALS**

**WHEREAS**, the Madison County Zoning Board of Appeals has hereto fore submitted its report and its finding; and

**WHEREAS**, on the 30<sup>th</sup> day of October, 2014 on the petition of Madison County Planning and Development Department proposes to make text amendments to the Madison County Zoning ordinance. A brief description of the amendments are as follows: Creation of regulations for domestic farm animals in “R” Residential and “A” Agriculture Districts(See Attachment “A”); and,

**WHEREAS** it was the recommendation in the aforesaid Report of Findings of the Madison County Zoning Board of Appeals and the Planning and Development Committee that the petition of Madison County be as follows: I. That the text amendment is approved; II. That the text amendment be amended to state that agricultural operations are exempt from the domestic farm animal supplementary regulations; and,

**WHEREAS**, it was the opinion of the County Board of Madison County that the findings made by the Madison County Zoning Board of Appeals should be approved and resolution adopted.

**THEREFORE; BE IT RESOLVED**, that this resolution shall take effect immediately upon its adoption.

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**Planning & Development Committee**

## **Attachment A**

The following section details the proposed amended changes to the Madison County Zoning Ordinance:  
[Note: Text with an underscore reflects additions. Text with a ~~striketrough~~ reflects deletions.]

### **§93.007 Rules and Definitions, Section (B) Definitions**

**ANIMAL, DOMESTIC.** Dogs, cats, rabbits, and similarly sized animals commonly kept as household pets, but not including an animal, reptile, bird or species normally considered wild, as opposed to domesticated.

**ANIMAL, DOMESTIC FARM.** Domestic farm animals are small farm animals which have historically coexisted in urban and suburban settings. For the purposes of this ordinance, this definition includes only dwarf goats, chickens (hens only), and honeybees.

**ANIMAL, FARM.** Farm animals are those, which have historically been bred, reared and utilized for the production of meat, wool, leather, milk, eggs and similar products. This definition is inclusive of all farm animals, fowl, reptiles and fish, such as horses, cattle, rabbits, hogs, sheep, geese, chicken, ducks, snakes, catfish and emu which are raised on a commercial basis.

**ANIMAL, WILD.** Wild animals are those animals, fowl, reptiles, and fish of the North American continent not domesticated such as bears, raccoons, squirrels, alligators, and Gila monsters; animals, fowl, reptiles and fish from other continents shall automatically be considered wild.

**BEEKEEPING.** The raising or producing of bees, beeswax, honey, and by-products.

**BEEKEEPING, COLONY.** The entire honeybee family or social unit living together.

**BEEKEEPING, EQUIPMENT.** Honeybee hives, supers, frames, or any other devices used in beekeeping.

**TRACT OF LAND, NON-URBAN.** For the purposes of this Zoning Code, a non-urban tract of land of more than five acres but less than 40 acres in an agricultural district. In this area you can have all the uses that are permitted in an agricultural district, but all fees for building permits must be paid unless the use is exempt under the Agricultural Exemption.

**TRACT OF LAND, NON-URBAN, RESIDENTIAL.** For the purpose of this Zoning Code, a non-urban residential tract of land is a tract of land of not more than five acres in an agricultural district. On a tract of land such as this, you would be permitted to have a maximum number of two horses; for example, one horse on one acre, two horses on two acres or more, and no more. Any other agricultural uses that would be desired, would require making application for a public hearing for a special use permit unless the use is deemed exempt under the Agricultural Exemption.

### **§ 93.023 "A" AGRICULTURAL DISTRICT**

#### **(C) "A" Permitted uses.**

- (1) All land used for agricultural purposes that includes the growing of farm crops, truck garden crops, farm animal and poultry husbandry, beekeeping ~~apiculture~~, nurseries, tree farms, sod farms, pasturage, viticulture, and wholesale greenhouses when such agricultural purposes constitute the principal activity on the land.

#### **(D) "A" Special Uses. (See § 93.152, §93.168)**

- (40) ~~[Reserved] Agricultural uses on rural residential tracts, where the agricultural activity does not constitute the principal activity on the property. Minimum tract size: Five acres. Supplementary land Use Regulations found in 93.100.~~

**(E) "A" Permitted accessory uses.** (see § 93.051)

- (3) Horses. Keeping of horses for private purposes only, and not for rent or hire on a zoning lot whose principal use is intended to be a one-family dwelling provided that: at least one acre is allocated for each animal; that no more than two horses are permitted per family or household; that all buildings for housing these animals shall be subject to all requirements for accessory buildings in the district; and that the buildings are located at least 100 feet from the nearest existing principal building on an adjacent lot, or 50 feet from the nearest side lot line whichever is greater.
- (9) Agricultural uses on **non-urban tracts of land**, on a zoning lot whose principal use is intended to be a single-family dwelling, provided the use is operated with sound agricultural practices and does not create nuisance. When farm animals are maintained on the property, all buildings for housing these animals shall be subject to all requirements for accessory buildings in the district and must be located at least 100 feet from the nearest existing principal building on an adjacent lot, or 50 feet from the nearest lot line whichever is greater. Not more than one (1) livestock, including a horse, cattle, sheep, goat, pig, or similar animal is allowed per acre and not more than ten (10) fowl, including chickens, ducks, or similar animals are allowed per acre. All grazing areas must be fenced. **Minimum tract size: Five acres.**
- (10) Beekeeping. Keeping of not more than five (5) colonies of domestic honeybees for private purposes only on a zoning lot whose principal use is intended to be a single-family dwelling, provided that the beekeeping is done in compliance with supplemental regulations found in §93.100. **Minimum tract size: Two acres.**
- (11) Keeping of up to ten (10) chickens (hens only), and up to two (2) dwarf goats for private purposes only on a zoning lot whose principal use is intended to be a single-family dwelling, provided that the keeping of these animals is done in compliance with supplemental regulations found in §93.100. **Minimum tract size: Two acres.**

**§ 93.025 "R-1" THROUGH "R-4" SINGLE-FAMILY RESIDENTIAL DISTRICTS**

**(F) "R-1", "R-2", "R-3", and "R-4" Permitted uses.**

- (10) All land used for agricultural purposes, which includes the growing of farm crops, truck garden crops, farm animal and poultry husbandry, beekeeping apiculture, nurseries, tree farms, sod farms, pasturage, viticulture, and wholesale greenhouses when such agricultural purposes constitute the principal activity on the land.

**(G) "R-1", "R-2", "R-3", and "R-4" Special uses.**

- (17) ~~[Reserved]~~ Beekeeping. Keeping of not more than three (3) colonies of domestic honeybees for private purposes only on a zoning lot whose principal use is intended to be a single-family dwelling, provided that the beekeeping is done in compliance with supplemental regulations found in §93.100.
- (21) Keeping of up to five (5) chickens (hens only), and up to two (2) dwarf goats for private purposes only on a zoning lot whose principal use is intended to be a single-family dwelling, provided that the keeping of these animals is done in compliance with supplemental regulations found in §93.100.

**(H) "R-1", "R-2", "R-3", and "R-4" Accessory uses.** (See § 93.051)

- (3) Horses. Keeping of horses for private purposes only and not for rent or hire on a zoning lot whose principal use is intended to be a one-family dwelling provided that: at least one acre is allocated for each animal; that all buildings for housing such animals shall be subject to all requirements for accessory buildings; that these

buildings are located at least 100 feet from the nearest existing principal building on an adjacent lot, or 50 feet from the nearest side lot line whichever is greater.

### **§ 93.100 AGRICULTURAL USES ON A RURAL RESIDENTIAL TRACT DOMESTIC FARM ANIMALS**

The purpose of this section is to provide supplemental regulations for the keeping of honeybees, chickens (hens only), and dwarf goats in Madison County. A property is exempt from the domestic farm animal supplementary regulations if a property is exclusively tied to a farm operation or the predominate occupation of the property owner is agricultural farming. Agricultural uses on rural residential tracts are permitted by a special use permit in agricultural zoning districts provided the use is operated consistent with sound agricultural practices and does not create a nuisance, including, but not limited to, the control of dust, waste, noise, and odor. In addition, when farm animals are maintained on the property, proper facilities shall be provided for the housing of such animals. Not more than one livestock, including a horse, cattle, sheep, goat, pig or similar animal, is allowed per acre. Not more than ten fowl, including chickens, rabbits, ducks or similar animals are maintained on the property per acre. All grazing areas must be fenced.

**(A) Conditions for Keeping Bees:** The purpose of this section is to create appropriate regulations for the keeping of domestic honeybees. The purpose of this section is not to create regulations for the commercial sale or distribution of bees, beeswax, honey, and by-products.

- (1) The keeping of bees is prohibited unless compliance with all of the conditions required by this section are maintained.
- (2) Beekeeper must be in compliance with the Illinois Bees and Apiaries Act (510 ILCS 20/) and must register the colony with the Illinois Department of Agriculture.
- (3) Colonies are not located in the front yard setback area.
- (4) Colonies are at least ten (20) feet from side and rear property lines.
- (5) Colonies are screened so that the bees surmount a six (6) foot flyway barrier, which may only consist of a solid wall, fence, dense vegetation, or combination of these materials, before leaving property.
- (6) No outdoor storage of any bee paraphernalia or hive materials not being used as a part of a hive.
- (7) A person shall keep a colony in a hive structure that is maintained in sound and usable condition.
- (8) Beekeeper shall ensure that a convenient source of water is available at all times to bees so that bees will not congregate at a neighboring water source. The water shall be maintained so as not to become stagnant.
- (9) Beekeeper shall store or dispose of bee comb or other material removed from a hive in a sealed container, building, or other bee-proof enclosure.
- (10) For each two colonies, there may be maintained one nucleus colony in a hive structure.
- (11) Bee keeper shall immediately replace the queen in a colony that exhibits aggressive characteristics, including stinging or attempting to sting without provocation, or a disposition towards swarming. A person required to replace a queen under this subsection shall select the replacement from bee stock bred for gentleness and non-swarmling characteristics.
- (12) In the event any bees from colonies shall threaten the safety of adjoining residents or reasonable use of adjoining premises, such shall constitute a nuisance and be cause for removal of all hives from the offending premises.
- (13) Madison County Code Enforcement Officials and government health officials, or their designees, may inspect the conditions where the chickens are kept at any time during regular business hours.

**(B) Conditions for Keeping Chickens:** The purpose of this section is to create appropriate regulations for the keeping of chickens as pets and/or a personal food source. The purpose of this section is not to create regulations for the commercial sale or distribution of chickens or eggs.

- (1) For the purposes of this section, the term "chicken" includes only hens. Roosters are prohibited.
- (2) In Residential Zone Districts, the keeping of chickens is prohibited without a Special Use Permit and unless compliance with all of the conditions required by this section are maintained. A permit shall allow a maximum of five (5) chickens.
- (3) Owner shall register with the Illinois Department of Agriculture Livestock Premises Registration, and must have proof of registration on-site.

- (4) A chicken coop and chicken run shall be required on all properties where chickens are kept.
- (5) The chicken coop shall accommodate all chickens permitted on the property, must be located in the rear yard, and must be a minimum distance of twenty feet (20') from the nearest property line.
- (6) All chicken runs shall be located in the rear yard, be appropriately fenced to prevent the chickens from leaving the run, provide sixteen (16) square feet of permeable land for each chicken, and be located at least twenty feet (20') from the nearest property line.
- (7) Free range chickens are not permitted. "Free range chickens", for the purpose of this section, are defined as chickens that are not restrained by a chicken coop or chicken run as permitted and approved pursuant to this section.
- (8) A metal sealable food container is required. Chicken feed shall be kept in a predator-proof/rodent-proof container.
- (9) Waste material must be disposed of in a manner that will not cause odor, or attract flies or vermin.
- (10) All areas where chickens are kept shall be maintained to be neat and clean and free of undue accumulation of waste to prevent odors detectable on adjacent properties.
- (11) No person shall allow chickens to produce noise loud enough to disturb the peace of persons in surrounding properties.
- (12) The owner of the chickens shall ensure that their birds are cared for properly when ill and disposed of in a manner that does not endanger the public health and safety when their birds die.
- (13) The slaughtering of chickens kept in residential areas as authorized by these regulations shall be done within an enclosed structure out of public view.
- (14) No chickens may be kept or maintained to be used for the purpose of fighting.
- (15) Madison County Code Enforcement Officials and government health officials, or their designees, may inspect the conditions where the chickens are kept at any time during regular business hours.

**(C) Conditions for Keeping Dwarf Goats:** The purpose of this section is to create appropriate regulations for the keeping of dwarf goats as pets. For the purpose of this section, the term "dwarf goat" refers to does and wethers (neutered males).

- (1) In Residential Zone Districts, the keeping of dwarf goats is prohibited without a Special Use Permit and unless compliance with all of the conditions required by this section are maintained. A permit shall allow up to two (2) goats.
- (2) No intact male dwarf goats older than six (6) weeks may be kept.
- (3) There must be at least one hundred and thirty (130) square feet of permeable land area available for each dwarf goat, plus adequate shelter space for each dwarf goat.
- (4) Adequate shelter must be provided to protect dwarf goats from the elements and to prevent wildlife or other predators from gaining entry. (see § 93.051)
- (5) Adequate fencing shall be provided to prevent dwarf goats from escaping when not in their shelters.



**RESOLUTION – TEXT AMENDMENT TO THE MADISON COUNTY ZONING  
ORDINANCE FOR HOME OCCUPATIONS**

**WHEREAS**, the Madison County Zoning Board of Appeals has hereto fore submitted its report and its finding; and

**WHEREAS**, on the 30<sup>th</sup> day of October, 2014 on the petition of Madison County Planning and Development Department proposes to make text amendments to the Madison County Zoning ordinance. A brief description of the amendments are as follows: Update to the existing home occupation regulations in “A” Agriculture Districts and “R” Residential Districts (See Attachment “A”); and,

**WHEREAS** it was the recommendation in the aforesaid Report of Findings of the Madison County Zoning Board of Appeals and the Planning and Development Committee that the petition of Madison County be as follows: I. That the text amendment is approved; II. That Home Kitchen Operations be added as a type “A” Home Occupation; III. That sexually oriented businesses be removed from the prohibited section; and,

**WHEREAS**, it was the opinion of the County Board of Madison County that the findings made by the Madison County Zoning Board of Appeals should be approved and resolution adopted.

**THEREFORE; BE IT RESOLVED**, that this resolution shall take effect immediately upon its adoption.

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**Planning & Development Committee**

## Attachment “A”

The following section details the proposed amended changes to the Madison County Zoning Ordinance:  
[Note: Text with an underscore reflects additions. Text with a ~~striketrough~~ reflects deletions.]

### *Definitions:*

**HOME OCCUPATION.** Any use conducted entirely within a dwelling or an accessory building which is clearly incidental and secondary to the use of the dwelling for residential purposes and which does not change the character thereof.

**HOME CRAFTS.** Creating or manufacturing an item, including, but not limited to, dress-making, knitting, the manufacture of crafts, woodworking, drawing, painting, and sculpting. Home crafts are considered a home occupation use and subject to the requirements of §93.083 Home Occupations.

**HOME OCCUPATION, FARM.** Any use that is secondary to principal use of the and, provided there is a residential structure located on the farmland. These uses may be within the confines of the property, and not necessarily within the confines of a structure. These are uses as outlined in this chapter as home occupations, farm.

**HOME OCCUPATION, URBAN.** Any use within the confines of a residential structure that is secondary to the residential use on the property and conducted solely within the confines of the residential structure, with the exception of off-street parking. This is a use as outlined in this chapter as home occupations, urban.

### *Zoning District Changes:*

#### § 93.023 "A" AGRICULTURAL DISTRICT

##### (D) “A” Special Uses.

(7) ~~[Reserved] Beauty Shops.~~

(33) ~~[Reserved] Barber Shops.~~

(36) Type “B” Home Occupations in accordance with §93.083.

##### (E) “A” Permitted accessory uses.

(9) Type “A” Home Occupations in accordance with §93.083.

#### §93.025 “R-1” Through “R-4” Single Family Residential Districts

##### (G) “R-1”, “R-2”, “R-3”, and “R-4” Special Uses.

(6) Type “B” Home occupations in accordance with §93.083.

(10) ~~[Reserved] Beauty shops.~~

(19) ~~[Reserved] Barber Shops.~~

##### (H) “R-1”, “R-2”, “R-3”, and “R-4” Accessory Uses.

(9) Type “A” Home Occupations in accordance with §93.083.

#### §93.026 “R-5” Multiple-Family Residential District

##### (D) “R-5” Special Uses.

(8) Type “B” Home occupations in accordance with §93.083.

(E) "R-5" Accessory Uses.

(9) Type "A" Home Occupations in accordance with §93.083.

*Supplementary Regulations:*

**§ 93.083 HOME OCCUPATIONS.**

(A) General Requirements. All home occupations shall be subject to the following requirements unless otherwise noted:

- (1) This use shall be clearly incidental and secondary to the use of the dwelling for dwelling purposes and shall not change the residential character thereof.
- (2) The home occupation shall be no larger than one-fourth of the gross floor area of dwelling's first story, or within an accessory building with an area not more than 300 square feet.
- (3) There shall be no retail sales or displays, including selling stocks of merchandise, supplies, or products on-site.
- (4) There shall be no exterior storage of equipment. All equipment, supplies and materials used for the business must be stored entirely within the dwelling or an accessory structure.
- (5) There shall be no offensive noise, vibration, lighting, smoke, dust, odors, heat or glare noticeable at or beyond the property line.
- (6) A home occupation shall provide an additional off-street parking area adequate to accommodate needs created by the home occupation. This parking shall be provided on the same lot as the home occupation.
- (7) A home occupation shall only be granted to the current owner or lessee of a property and is nontransferable.
- (8) Agricultural uses shall not be considered a home occupation. Agriculture uses that are permitted by right are not affected by this section.

(B) Type "A" Home Occupation. A Type "A" Home Occupation is an operation in which the residents use their home as a place of work, but no customers or non-resident employees come to the site. A Type "A" Home Occupation must meet all of the general rules for home occupations, but does not require a special use permit. In addition to the general zoning ordinances required of all Home Occupations, the following special criteria are required to meet a Type "A" Home Occupation status:

- (1) Permitted Type "A" Home Occupations. Type "A" Home Occupations include, but are not limited to, the following list of occupations. Others judged similar or identical thereto by the Zoning Administrator may be considered a Type "A" Home Occupation. Uses that are not similar or identical to any listed permitted Type "A" Home Occupation, as determined by the Zoning Administrator, shall be considered prohibited.
  - (a) Home Crafts;
  - (b) Federally Licensed Firearm Dealership;
  - (c) Professional service offices, such as architects, engineers, lawyers, realtors, insurance agents, brokers, and members of similar professions;
  - (d) Internet based businesses, data entry, and similar computer work;
  - (e) Catalogue sales for goods, products, or materials not inventoried, warehoused, or stored on the premises are permissible;

- (f) Home kitchen operation in compliance with the Illinois Food Handling Regulation Enforcement Act [410 ILCS 625/3.4];
  - (2) Employees. All non-resident employees are prohibited.
  - (3) Customers. Customers, clients, or visitors related to the home occupation are prohibited.
  - (4) Parking/traffic generation. There shall not be additional off-street parking or traffic generation related to the home occupation.
  - (5) Signage. There shall be no exterior displays or signs.
  - (6) Deliveries. Delivery of products and materials related to the home occupation by vehicles other than automobiles shall occur no more than once per day, between the hours of 8:00 am and 6:00 pm, and shall regularly occur only in single rear axle straight trucks or smaller vehicles customarily used to serve residential areas.
- (C) Type “B” Home Occupation. A Type “B” Home Occupations is an operation in which the residents use their home as a place of work that involves employees and customers who visit the property. This type of home occupation shall require a special use permit, and shall be subject to the following requirements:
- (1) Permitted Type “B” Home Occupations. Type “B” Home Occupations include, but are not limited to, the following list of occupations. Others judged similar or identical thereto by the Zoning Administrator may be considered a home occupation. Uses that are not similar or identical to any listed permitted home occupation, as determined by the Zoning Administrator, shall be considered prohibited.
    - (a) Home Crafts;
    - (b) Professional service offices, such as architects, engineers, lawyers, realtors, insurance agents, brokers, and members of similar professions;
    - (c) Internet based businesses, data entry, and similar computer work;
    - (d) Music teachers, provided that instructions shall be limited to one (1) pupil at a time;
    - (e) Counseling, provided that sessions shall be limited to one (1) pupil at a time;
    - (f) Tutoring, provided that sessions shall be limited to one (1) pupil at a time;
    - (g) The keeping of not more than two roomers or boarders provided maximum occupancy requirements are satisfied;
    - (h) Hair salon, beauty parlor, and barber shops;
    - (i) Catalogue sales for goods, products, or materials not inventoried, warehoused, or stored on the premises are permissible;
  - (2) Employees. Shall employ no more than one (1) full-time or part-time employee on the site other than the residents of the dwelling unit.
  - (3) Customers. Customers are permitted to visit the site between the hours of 7:00 a.m. and 9:00 p.m. for business related activity or transactions.
  - (4) Parking and traffic generation. All parking required for the conduct of the home occupation shall be off-street. No home occupation shall increase vehicular traffic flow or parking by more than one additional vehicle at a time for customers or deliveries (excluding one non-resident employee space, if applicable). Not more than one commercial vehicle shall be permitted in connection with any home occupation and such vehicle shall be stored in a fully enclosed structure.
  - (5) Signage. There shall be no advertising, display, or other indications of a home occupation on the premises except as provided in § 93.117(K).

- (6) Deliveries. Delivery of products and materials related to the home occupation by vehicles other than automobiles shall occur no more than once per day, between the hours of 8:00 am and 6:00 pm, and shall regularly occur only in single rear axle straight trucks or smaller vehicles customarily used to serve residential areas.

(D) Prohibited Uses. Notwithstanding anything to the contrary in this ordinance, the following uses are specifically prohibited as home occupations:

- (1) Tattoo parlors, including permanent make-up;
- (2) Automotive repair with the exception of activities authorized in §93.081, Section (A) Hobby, Personal Automotive Repair;
- (3) Clinics or hospitals;
- (4) Contractor's shop and yard;
- (5) Junkyards, automobile graveyards, and tow truck storage yards;
- (6) Solid waste management facilities;
- (7) Used or new motor vehicle sales;
- (8) Veterinary clinics or hospitals;
- (9) Funeral chapels, funeral homes, mortuary, or crematoriums;
- (10) Restaurants, clubs, or drinking establishments;
- (11) Tea room;
- (12) Tourist home;
- (13) Antique shop;
- (14) Nursing Home;
- (15) Manufacturing or processing;
- (16) Other activities and land uses which the zoning administrator determines to be substantially similar in character, nature, intensity, or impact to the activities listed above.

(D) Revocation. Any property that is deemed to be subject to revocation shall follow the procedures outlined in §93.172 Revocation, Expiration.

**~~(A) Home occupations, urban.~~**

~~Urban home occupations shall be considered special uses and the establishment and continuance of an urban home occupation shall be subject to the following requirements:~~

- ~~(1) This use shall be conducted entirely within a dwelling and carried on by not more than two individuals, one of whom is the principal occupant.~~
- ~~(2) This use shall be clearly incidental and secondary to the use of the dwelling for dwelling purposes and shall not change the residential character thereof.~~
- ~~(3) The total area used for these purposes shall not exceed the equivalent of 1/4 the floor area, in square feet, of the first floor of the user's dwelling unit, if any otherwise of the main floor of the dwelling unit; but in any instance a maximum of 300 square feet shall be allowed.~~
- ~~(4) There shall be no advertising, display, or other indications of a home occupation on the premises except as provided in § 93.117(K).~~
- ~~(5) There shall not be conducted on the premises the business of selling stocks of merchandise, supplies or products, provided that incidental retail sales may be made in connection with other permitted home occupations.~~

- ~~(6) There shall be no exterior storage on the premises of material used in the home occupations nor of any highly explosive or combustible material.~~
- ~~(7) There shall be no offensive noise, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line.~~
- ~~(8) A home occupation, including studios or rooms for instruction, shall provide an additional off-street parking area adequate to accommodate needs created by the home occupation of not less than two parking spaces plus the parking spaces required for the dwelling unit. This parking shall be provided on the same lot as the home occupation.~~
- ~~(9) For the purposes of § 93.083 provided all requirements contained herein are met, the following shall be considered home occupations:~~
- ~~(a) Professional and service offices.~~
  - ~~(b) Art and photo studio.~~
  - ~~(c) Dressmaking or millinery.~~
  - ~~(d) Teaching , with musical instruction limited to two pupils at a time.~~
  - ~~(e) The keeping of not more than two roomers or boarders.~~
  - ~~(f) Federally Licensed Firearms Dealers provided no retail display area is maintained on the premises and on site incidental sales are limited to that stipulated in the special use permit.~~
- ~~(10) A home occupation shall not include the following:~~
- ~~(a) Clinic;~~
  - ~~(b) Hospital;~~
  - ~~(c) Mortuary;~~
  - ~~(d) Funeral home;~~
  - ~~(e) Nursing home;~~
  - ~~(f) Tea room;~~
  - ~~(g) Tourist home;~~
  - ~~(h) Antique shop;~~
  - ~~(i) Animal hospital;~~
  - ~~(j) Restaurant;~~
  - ~~(k) Veterinarian's office or use similar to any of the foregoing excluded uses.~~
  - ~~(l) Barber shop or beauty shop (agricultural and all residential district only).~~
- ~~(11) Any persons wishing to establish any of the following uses, will have to make application to the Board of Appeals to have a public hearing for a special use permit for these uses, within an A Agricultural District or any of the residential districts ("R 1", through "R 4", "R 5", "R 6", "R 7): barber shop or beauty shop.~~

**~~(A) Home occupations, farm.~~**

- ~~(1) There are significant differences between urban home occupations and agricultural home occupations. The nature of resources available for use, the benefits and disadvantages created by home occupations, and the problems generated necessitate a distinction between urban home occupations and farm home occupations. Each concept is based on supplementing income, but the district in which each is practiced has unique characteristics. For the previously mentioned reasons, different home occupations may be permitted in agricultural zoning districts than are permitted in the urban residential districts. Farm home occupations shall be considered a special use.~~

- ~~(a) For the purposes of § 93.083, provided all requirements are met, the following shall be considered farm home occupations:~~
- ~~1. Welding repair conducted in a safe manner.~~
  - ~~2. Veterinarian's office.~~
  - ~~3. Blacksmith.~~
  - ~~4. Service office~~
  - ~~5. Wood Products such as furniture, crafts, doors, and cabinets.~~
  - ~~6. Federally Licensed Firearms Dealers provided no retail display area is maintained on the premises and on-site incidental sales are limited to that stipulated in the special use permit.~~
- ~~(b) Any home occupation shall be clearly supplementary to the principal use of the land and structures.~~
- ~~(c) A home occupation may not be changed to another home occupation except by the issuance of a separate special use permit.~~
- ~~(d) If any "A" District or part thereof is rezoned, the rezoned area shall meet the new district regulations and any home occupations shall be considered a nonconforming use until the requirements are met.~~
- ~~(e) Parking requirements shall be met as provided in § 93.137.~~
- ~~(f) No sign shall be permitted larger than that allowed for an urban home occupation (see § 93.117(K)).~~
- ~~(g) There shall be no exterior storage on the premises of materials used in the home occupations nor of any highly explosive or combustible material.~~
- ~~(h) There shall be no offensive noise, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line.~~
- ~~(i) This use shall be conducted entirely within a structure and carried on by not more than two individuals, one of whom is the principal occupant.~~
- ~~(j) The total area used for these purposes shall not exceed the equivalent of 1/4 the floor area, in square feet, of the first floor of the user's dwelling unit, or 300 square feet, whichever is least.~~

*Signage Regulations:*

**§ 93.113 ALL RESIDENTIAL, CONSERVATION AND AGRICULTURAL DISTRICTS**

**(C) Home occupations or special use permits granted.**

- (1) There shall be permitted a small identification sign, which has a sign face no larger than four (4) square feet in size. The sign may be a wall sign or a free standing sign, no larger than six (6) feet above the ground. ten inches by 14 inches, in size, and no larger, to identify the location of the property as an area that has a special use permit or home occupation. A freestanding sign being no larger than 18 inches by 24 inches in size, on the front of the property, or a sign, being not larger than 18 inches by 24 inches in size, shall be attached to the residence or principal building being used in this manner.
- (2) At the time of application for the public hearing, if one is required, the applicant shall note to the Board of Appeals that sign for identification purposes is to be erected and in what manner, along with the size.

**§93.117 Miscellaneous Signs.**

(K) Home occupations. Signs not exceeding four (4) square feet per side ~~two square feet in area for urban home occupations and four square feet for farm home occupations~~ attached flat against the building, freestanding, stationary, and not illuminate ~~non-illuminating~~, and announcing only the name and occupation of the resident are permitted.



**RESOLUTION AUTHORIZING PURCHASE OF PERMIT TRACKING SOFTWARE FOR THE  
MADISON COUNTY PLANNING & DEVELOPMENT DEPARTMENT**

**WHEREAS**, the Planning and Development Committee has recommended the purchase of new permit tracking software in order to increase effectiveness, capabilities and software compatibility with various Madison County Departments; and,

**WHEREAS**, DEVNET, Inc. of Sycamore, IL was the sole source certified company that met all specified documentation; and,

Devnet, Inc..... \$49,500.00  
1709 Afton Road  
Sycamore, IL 60178

**WHEREAS**, the initial, year cost will be Twenty-nine thousand five hundred dollars (\$29,500.00) and four (4) additional years thereafter at the cost of five thousand dollars (\$5,000.00) per year for a total contract cost of Forty-nine thousand five hundred dollars (\$49,500.00); and,

**WHEREAS**, the Madison County Board has budgeted Thirty thousand dollars (\$30,000.00) of this purpose in the Host Fee Fund – Administrative for FY 2014 and regularly budgets for software maintenance; and,

**NOW, THEREFORE BE IT RESOLVED** by the County Board of the County of Madison Illinois, that the County Board Chairman be hereby directed and designated to execute said contracts with DEVNET, Inc. of Sycamore, IL.

**Respectfully submitted,**

\_\_\_\_\_  
Bill Meyer, Chairman

\_\_\_\_\_  
Helen Hawkins

\_\_\_\_\_  
Brenda Roosevelt

\_\_\_\_\_  
Brad Maxwell

\_\_\_\_\_  
Jack Minner

\_\_\_\_\_  
Kelly Tracy

\_\_\_\_\_  
Mick Madison

**Planning & Development Committee**

s/ Jack Minner

\_\_\_\_\_  
Jack Minner, Chairman

s/ Larry Trucano

\_\_\_\_\_  
Larry Trucano

s/ Michael Holliday, Sr

\_\_\_\_\_  
Michael Holliday, Sr.

s/ Kelly Tracy

\_\_\_\_\_  
Kelly Tracy

\_\_\_\_\_  
Bill Meyer

s/ Ann Gorman

\_\_\_\_\_  
Ann Gorman

s/ Jamie Goggin

\_\_\_\_\_  
Jamie Goggin

**Finance Committee**

## RESOLUTION AUTHORIZING SOLID WASTE ENVIRONMENTAL GRANT FY 2014

**WHEREAS**, the Planning & Development Committee has recommended that a Solid Waste Management Grant Program be established to utilize Madison County's Solid Waste Management Fee funds to assist communities in meeting State recycling requirements and energy efficiency retrofits; and,

**WHEREAS**, applications for grants have been received and reviewed by the Planning and Development Department, and the Planning and Development and Grants Committees for environmental and energy efficiency projects; and,

**WHEREAS**, the Madison County Board has budgeted \$160,000.00 for this purpose from the FY 2014 Host Fee Grants Fund.

**NOW, THEREFORE, BE IT RESOLVED** that the County Board of the County of Madison hereby authorizes a \$15,000.00 grant to be made from the Solid Waste Management Budget to the City of Alton for an environmental stormwater project.

**Respectfully submitted,**

\_\_\_\_\_  
Bill Meyer, Chairman

\_\_\_\_\_  
Bruce Malone, Chairman

\_\_\_\_\_  
Jack Minner

\_\_\_\_\_  
Ann Gorman

\_\_\_\_\_  
Brenda Roosevelt

\_\_\_\_\_  
Tom McRae

\_\_\_\_\_  
Brad Maxwell

\_\_\_\_\_  
Gussie Glasper

\_\_\_\_\_  
Kelly Tracy

\_\_\_\_\_  
Bill Meyer

\_\_\_\_\_  
Mick Madison

\_\_\_\_\_  
Liz Dalton

\_\_\_\_\_  
Helen Hawkins

**Planning & Development Committee**

\_\_\_\_\_  
Judy Kuhn

**Grants Committee**

## RESOLUTION AUTHORIZING GREEN SCHOOLS ENVIRONMENTAL GRANT FY 2014

**WHEREAS**, the Planning & Development Committee has recommended that an Environmental Grant Program be established to utilize Madison County's Solid Waste Management Fee funds to assist schools in meeting State recycling requirements, water conservation, air quality initiatives and energy efficiency; and,

**WHEREAS**, applications for grants have been received and reviewed by the Planning and Development Department, and the Planning and Development and Grants Committees for environmental projects; and,

**WHEREAS**, the Madison County Board has budgeted \$26,000.00 for this purpose from the FY 2014 Host Fee Grants Fund.

**NOW, THEREFORE, BE IT RESOLVED** that the County Board of the County of Madison hereby authorizes a grant to the recipients listed below for their environmental purposes.

### **Environmental Grants:**

<b>Trinity Lutheran School, Edwardsville</b>	<b>\$ 243.00</b>
<b>Alton Middle School</b>	<b>\$1,999.00</b>
<b>Holy Family School, Granite City</b>	<b>\$2,000.00</b>
<b>East Alton Wood River High School</b>	<b>\$1,966.00</b>
<b>Highland Elementary School</b>	<b>\$1,325.00</b>
<b>Marquette Catholic High School</b>	<b>\$1,000.00</b>
<b>North Elementary, Alton</b>	<b>\$1,870.00</b>
<b>Motivational Achievement Center, Alton</b>	<b>\$1,947.00</b>

**Respectfully submitted,**

\_\_\_\_\_  
Bill Meyer, Chairman

\_\_\_\_\_  
Bruce Malone, Chairman

\_\_\_\_\_  
Jack Minner

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Ann Gorman

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Brenda Roosevelt

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Tom McRae

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Brad Maxwell

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Gussie Glasper

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Kelly Tracy

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Bill Meyer

\_\_\_\_\_  
Mick Madison

\_\_\_\_\_  
Liz Dalton

\_\_\_\_\_  
Helen Hawkins

**Planning & Development Committee**

\_\_\_\_\_  
Judy Kuhn

**Grants Committee**

## RESOLUTION

**WHEREAS**, the County of Madison has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases where the taxes on the same have not been paid pursuant to 35 ILCS 201/21d and 235A (formerly Ch. 120, Secs. 697(d) and 716(a), Ill. Rev. Stat. 1987, and

**WHEREAS**, Pursuant to this program, the County of Madison has acquired an interest in the real estate described on the attached list, and it appearing to the Property Trustee Committee that it would be in the best interest of the County to dispose of its interest in said property, and

**WHEREAS**, the parties on the attached list, have offered the amounts shown and the breakdown of these amounts have been determined as shown.

**THEREFORE**, Your Property Trustee Committee recommends the adoption of the following resolution.

**BE IT RESOLVED BY THE COUNTY BOARD OF MADISON COUNTY, ILLINOIS**, that the Chairman of the Board of Madison County, Illinois, be authorized to execute deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the attached described real estate, for the amounts shown on the attached, to be disbursed according to law.

ADOPTED by roll call vote this 19th day of November, 2014.

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chairman

Submitted by:

s/ Larry Trucano  
s/ Steve Brazier  
s/ Nick Petrillo  
s/ Terry Davis  
s/ Tom McRae  
s/ Roger Alons  
s/ Mike Walters

**Real Estate Tax Cycle Committee**

### MADISON COUNTY MONTHLY RESOLUTION LIST-NOVEMBER 2014

RES#	Account	Type	Acct Name	Total Collected	County Clerk	Auc	Recorder	Agent	Treasurer
11-14-001	1113221D	SAL	Bessie J Yount	647.00	0.00	6.00	41.00	350.00	250.00
11-14-002	1113268D	SAL	Malvin Crain	2437.00	0.00	22.50	41.00	681.49	1687.50
			<b>Totals:</b>	<b>\$3084.00</b>	<b>\$0.00</b>	<b>\$28.50</b>	<b>\$08200</b>	<b>\$1031.49</b>	<b>\$1937.50</b>
							<b>Clerk Fees:</b>		<b>\$0.00</b>

							<b>Recorder:</b>		<b>\$82.00</b>
							<b>Total to County</b>		<b>\$2019.50</b>

**RESOLUTION PROVIDING FOR THE PARTICIPATION IN COMPREHENSIVE  
TRANSPORTATION PLANNING UNDER THE SOUTHWESTERN ILLINOIS PLANNING  
COMMISSION**

**WHEREAS**, the County of Madison is interested and desirous of participating in transportation planning in Southwestern Illinois which the County is an integral part; and

**WHEREAS**, the Southwestern Illinois Planning Commission has been organized and is accepted by Local, Federal and State agencies as an organization responsible for coordinating transportation planning in Southwestern Illinois; and

**WHEREAS**, the Southwestern Illinois Planning Commission is presently engaged in continuing comprehensive transportation planning process in Southwestern Illinois in accordance with the 1962 Federal Highway Act; and

**WHEREAS**, the Section 5-701.6 of the Illinois Highway Code permits the use of Motor Fuel Tax Funds allotted to the Counties for investigations as that to be undertaken under the auspices of the Southwestern Illinois Planning Commission.

**NOW, THEREFORE, BE IT RESOLVED** by the County Board of Madison County, Illinois that there is hereby approved the sum of \$30,000.00 of Motor Fuel Tax Funds for the payment to be made to the Southwestern Illinois Planning Commission as the County's share in the cost as specified above for calendar year 2015.

**BE IT FURTHER RESOLVED** that the proposed study shall be designated as Section 15-00154-00-ES.

**BE IT FURTHER RESOLVED** that the Clerk shall immediately transmit three (3) certified copies of this Resolution to the District Engineer Division of Highways, Department of Transportation, at Collinsville, Illinois.

**BE IT FURTHER RESOLVED** that the County Clerk is hereby directed to issue a voucher to Southwestern Illinois Planning Commission, 2511 Vandalia Street, Collinsville, IL 62234, in the amount of \$30,000.00 from the County Motor Fuel Tax Funds.

All of which is respectfully submitted.

s/ Joe Semanisin  
Joe Semanisin

s/ Mark Burris  
Mark Burris

s/ Larry Trucano  
Larry Trucano

\_\_\_\_\_  
Bill Meyer

s/ Mike Walters  
Mike Walters

s/ Kelly Tracy  
Kelly Tracy

\_\_\_\_\_  
Art Asadorian  
**Transportation Committee**

STATE OF ILLINOIS            )  
  )SS  
COUNTY OF MADISON        )

I, Debra Ming-Mendoza County Clerk in and for Said  
County, in the State aforesaid, and keeper of the  
records and files thereof, as provided by Statute,  
do hereby certify the foregoing to be true, perfect  
and complete copy of the resolution adopted by  
the County Board of Madison County, at its  
\_\_\_\_\_ Meeting held at  
\_\_\_\_\_ on \_\_\_\_\_  
20 \_\_\_\_.

IN TESTIMONY WHEREOF, I have hereunto set  
my hand and affixed the seal of said County at my  
\_\_\_\_\_ office in \_\_\_\_\_ in said County,  
this \_\_\_\_\_ day of \_\_\_\_\_  
A.D., 20\_\_\_\_

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



## County Maintenance Resolution

RESOLVED, by the County board of Madison County, that \$3,221,702.00 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1, 2015 and ending December 31, 2015, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

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STATE OF ILLINOIS

Madison County, } ss.

I, Debbie Ming-Mendoza County Clerk, in and for said 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 a resolution adopted by the County Board of

Madison County, at its November 2014 County Board

meeting held at Edwardsville, IL

on November 19, 2014

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and

affixed the seal of said County at my office in \_\_\_\_\_

in said County, this 19th day of November A.D. 2014

(SEAL)

County Clerk

Approved

Regional Engineer



Department of Transportation

Date

**AGREEMENT/FUNDING RESOLUTION ST. LOUIS STREET RESURFACING  
SECTION 14-00105-00-RS CITY OF EDWARDSVILLE MADISON COUNTY, ILLINOIS**

Mr. Chairman and Members of the Madison County Board

Ladies and Gentlemen:

**WHEREAS**, the State of Illinois Department of Transportation, the County of Madison and the City of Edwardsville, in order to facilitate the free flow of traffic and insure safety to the motoring public, are desirous to resurface St. Louis Street from Illinois Route 157 to Elm Street, project consists of milling and resurfacing the existing pavement, patching, curb removal & replacement and upgrades to the sidewalk and curb ramps along with other work necessary to complete the project in accordance with approved plans; and

**WHEREAS**, the County of Madison has sufficient funds to appropriate for the improvement; and

**WHEREAS**, Federal funds are available for participation in cost of the project.

**NOW, THEREFORE BE IT RESOLVED** by the County Board of Madison County that the Chairman of the County Board be and he is hereby authorized to enter into a joint agreement with the State of Illinois Department of Transportation and the City of Edwardsville towards the funding of the above-mentioned project.

**BE IT FURTHER RESOLVED** by the County Board of Madison County that there is hereby appropriated the sum of One Hundred Fifty Two Thousand Two Hundred Fifty (\$152,250.00) dollars from the County Matching Tax Fund to finance the County's share of this project.

**BE IT FURTHER RESOLVED** by the County Board of Madison County and its Chairman that the County of Madison hereby approves the plans and specifications for the above-mentioned project.

**BE IT FURTHER RESOLVED** that the County Clerk of Madison County be directed to transmit a certified copy of this Resolution to the City of Edwardsville, 118 Hillsboro Avenue, P.O. Box 407, Edwardsville, Illinois 62025-0407.

All of which is respectfully submitted.

s/ Joe Semanisin  
Joe Semanisin

s/ Mark Burris  
Mark Burris

s/ Larry Trucano  
Larry Trucano

\_\_\_\_\_  
Bill Meyer

s/ Mike Walters  
Mike Walters

s/ Kelly Tracy  
Kelly Tracy

\_\_\_\_\_  
Art Asadorian

**Transportation Committee**

**RESOLUTION TO PURCHASE ONE (1) NEW TANDEM AXLE DUMP TRUCK WITH SNOW  
PLOW AND STAINLESS STEEL HOPPER SPREADER WITH PRE-WET SYSTEM  
FOR THE MADISON COUNTY HIGHWAY DEPARTMENT**

Mr. Chairman and Members of the County Board:

**WHEREAS**, the Madison County Highway Department wishes to purchase one (1) new tandem axle dump truck with snow plow and stainless steel hopper spreader with pre-wet system; and

**WHEREAS**, the Transportation Committee and the County Engineer advertised for sealed bids for and received sealed bids on November 4, 2014 @ 10:30a.m.at the Office of the County Engineer at which time following sealed bids were received:

Central Illinois Truck (Kenworth / Kranz options).....	\$119,500.00
Truck Centers, Inc.. (Kranz options).....	\$120,471.00
Central Illinois Truck (Kenworth / Knapheide options).....	\$121,362.00
Central Illinois Truck (Woody's options).....	\$121,431.00
Rush Truck Centers.....(M.S.T.E. options).....	\$135,332.83

**WHEREAS**, Truck Centers, Inc. met all specifications at a total contract price of One Hundred nineteen thousand five hundred dollars (\$119,500.00); and,

**WHEREAS**, it is the recommendation of the Madison County Highway Department to purchase said Tandem Truck from of Central Illinois Truck of Troy, IL; and,

**WHEREAS**, the total cost for this expenditure will be paid from the County Highway Fund.

**NOW, THEREFORE, BE IT RESOLVED** by the County Board of Madison County Illinois, that the County Board Chairman be hereby directed and designated to execute said contract with Central Illinois Truck of Troy, IL for the above mentioned Tandem Truck.

Respectfully submitted.

s/ Joe Semanisin  
Joe Semanisin

s/ Jack Minner  
Jack Minner

s/ Mark Burris  
Mark Burris

s/ Michael Holliday, Sr.  
Michael Holliday, Sr.

s/ Larry Trucano  
Larry Trucano

s/ Larry Trucano  
Larry Trucano

\_\_\_\_\_  
Bill Meyer

s/ Kelly Tracy  
Kelly Tracy

s/ Mike Walters  
Mike Walters

s/ Ann Gorman  
Ann Gorman

s/ Kelly Tracy  
Kelly Tracy

\_\_\_\_\_  
Bill Meyer

\_\_\_\_\_  
Art Asadorian  
**Transportation Committee**

s/ Jamie Goggin  
Jamie Goggin  
**Finance and Government Operations Committee**