

**ORDINANCE NO. 13-01-08-01**

**AN ORDINANCE INITIATING THE SUBMISSION TO THE VOTERS OF THE COUNTY OF WILLIAMSON OF THE PUBLIC QUESTION OF WHETHER TO AUTHORIZE THE COUNTY OF WILLIAMSON TO ARRANGE FOR THE SUPPLY OF ELECTRICITY FOR RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS WHO DO NOT OPT OUT OF SUCH A PROGRAM**

**(County Electric Aggregation)**

**WHEREAS**, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 as amended, permits a municipality, township, or a county board of a county, if authorized by referendum, to adopt an ordinance by which it may operate a program to solicit bids and enter into service agreements for the sale and purchase of electricity and related services and equipment to residential and small commercial customers who do not opt-out of such a program; and

**WHEREAS**, the County of Williamson desires to submit the question to the qualified electors of the County of Williamson in a binding referendum concerning whether the County of Williamson should have authority to arrange for the supply of electricity for its residential and small commercial retail customers who do not opt out of such a program; and

**WHEREAS**, Section 28-5 of the Election Code, 10 ILCS 5/28-5, provides that not less than 68 days before a regularly scheduled election, each local election official shall certify the public questions to be submitted to the voters of its political subdivision at that election which have been initiated by action of the governing board of the political subdivision, which such certification shall include the form of the public question to be placed on the ballot, the date on which the public question was initiated by the adoption of a resolution or ordinance by a governing body, and a certified copy of any court order or political subdivision resolution or ordinance requiring the submission of the public question.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Commissioners of the County of Williamson, Illinois, as follows:

1. A public question in substantially the following form be and the same is hereby initiated for the purpose of submitting such question to the voters of the County of Williamson at the consolidated election, a regular election within the meaning of the Election Code, to be held on April 9, 2013:

**“Shall the County of Williamson have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such a program?”**

**YES**

**NO**

2. The notice of said public question to be voted upon shall be in the manner and time as provided by law.
3. The County Board shall certify and submit said question to the Williamson County Clerk on or before January 31, 2013.

**ORDINANCE NO. 13-01-08-01 AN ORDINANCE INITIATING THE SUBMISSION TO THE VOTERS OF THE COUNTY OF WILLIAMSON OF THE PUBLIC QUESTION OF WHETHER TO AUTHORIZE THE COUNTY OF WILLIAMSON TO ARRANGE FOR THE SUPPLY OF ELECTRICITY FOR RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS WHO DO NOT OPT OUT OF SUCH A PROGRAM** is passed, approved, and adopted this 8th day of January 2013.

**WILLIAMSON COUNTY BOARD OF COMMISSIONERS**

Ron Ellis VOTING yea  
Ron Ellis, Chairman

Brent Gentry VOTING yea  
Brent Gentry, Commissioner

Jim Marlo VOTING yea  
Jim Marlo, Commissioner

**ATTEST:**

Amanda Barnes  
Amanda Barnes, County Clerk and Recorder

Ordinance No. 13-06-11-02

**AN ORDINANCE FOR THE ESTABLISHMENT OF ALTERED SPEED ZONES**

**IT IS HEREBY DECLARED** by the Board of Commissioners of Williamson County, Illinois, that the basic statutory vehicular speed limits established by Section 11-601 of the Illinois Vehicle Code are greater than that considered reasonable and proper on the road listed in the following Schedule for which the County has maintenance responsibility and which is not under the jurisdiction of the Department of Transportation, State of Illinois.

**BE IT FURTHER DECLARED** that, this Board has caused to be made an engineering and traffic investigation upon the road listed in the Schedule; and

**BE IT FURTHER DECLARED** that, the result of the engineering and traffic investigation is a recommendation that an altered speed limit be established for the road listed in the Schedule; and,

**BE IT FURTHER DECLARED** that, by virtue of Section 11-604 of the above Code, this Board determines and declares that reasonable and proper absolute maximum speed limits upon the roads described in the Schedule shall be as stated therein; and

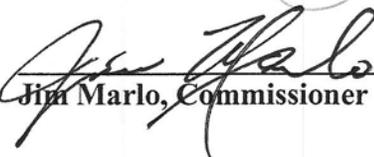
**BE IT FURTHER DECLARED** that, for the altered speed zone or zones of each street or highway described in the Schedule, signs giving notice thereof shall be erected to conform with the standards and specifications contained in the **Illinois Manual of Uniform Traffic control Devices for Streets and Highways**; and

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

**WILLIAMSON COUNTY BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
Ron Ellis, Chairman VOTING Yea

  
\_\_\_\_\_  
Brent Gentry, Commissioner VOTING Yea

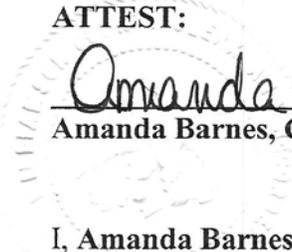
  
\_\_\_\_\_  
Jim Marlo, Commissioner VOTING Yea

**SCHEDULE OF ALTERED SPEED ZONES**

**Exact Limits of Zone**

<b><u>Name of Highway</u></b>	<b><u>From</u></b>	<b><u>To</u></b>	<b><u>Maximum Speed Limit (MPH)</u></b>
Revere Street	Galatia Post	McCartney St.	25 mph
Pope Street	Galatia Post	Revere St.	25 mph
Newman Street	Pope St.	Termini	25 mph
McCartney Street	Bunyan St.	Fuller Road	25 mph

ATTEST:

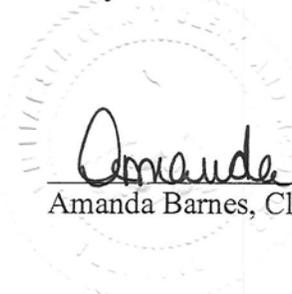
  
Amanda Barnes

Amanda Barnes, County Clerk and Recorder

I, **Amanda Barnes**, County Clerk in and for Williamson County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an ordinance adopted by the Board of Commissioners of Williamson County at its regular meeting held at Williamson County Courthouse on June 11, 2013.

I further certify to the ordinance being published in the Southern Illinoisan.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seal of said County at my office in Williamson County, this 11<sup>th</sup> day of June 2013.

  
Amanda Barnes

Amanda Barnes, Clerk and Recorder

ORDINANCE NO. 13-07-09-03

**GRAVEL TAX ORDINANCE**

**WHEREAS**, Section 5/5-604.1 of Chapter 605 of the Illinois Revised Statutes grants local authorities the power to levy by ordinance, an annual tax at a rate not exceed .05% of the value, as equalized or assessed by the Department of Local Government Affairs, of all taxable property in the county for the purpose of constructing or maintaining gravel, rock macadam or other hard roads, and

**WHEREAS**, it is deemed necessary and in the public interest to provide and maintain county highways for their ordinary and designated use at a cost to the taxpayers which reasonably reflects such use.

**THEREFORE, BE IT ORDAINED**, that an annual tax be levied at a rate of .05% of all value, as equalized or assessed by the Department of Local Government Affairs, of all taxable property in Williamson County, Illinois, for a period of five (5) years from the effective date of the ordinance as provided by law, and

**BE IT FURTHER ORDAINED**, that should a legal voter of Williamson County, Illinois, request that the question of the adoption of this ordinance by submitted to the electors of the county, then said legal voter shall obtain a petition from the County Clerk's office and obtain 4,468 signatures of legal voters of Williamson County, Illinois, on such a petition. The petitioner shall have thirty (30) days after this publication to file the petition with the County Clerk's office. The date of the prospective referendum shall be March, 2014.

**BE IT FURTHER ORDAINED**, that the following highways are to be improved and maintained:

CH 1 Prosperity Road; CH 2 Corinth Road; CH 3 Pittsburg Road; CH 4 Stotlar Road; CH 5 Dykersburg Road; CH 6 Old Ben Road; CH 7 Will Scarlett Road; CH 9 Cambria Road; CH 12 Stonefort Road; CH 13 South Market Road; CH 14 Old Frankfort Road; CH 15 Paulton Road; CH 16 Grand; CH 17 Freeman Spur Road; CH 18 Saraville Road; CH 19 Hudgens Road; CH 20 S. Wolf Creek; CH 21 N. Wolf Creek; CH 22 Prison Road; CH 25 Grassy Road; CH 26 Spillway Road; CH 27 Lake of Egypt Road; CH 28 Classic Coal Road; CH 29 Crenshaw Road; CH 29A Bandyville Road

ORDINANCE NO. 13-07-09-03 GRAVEL TAX ORDINANCE, is passed, approved and adopted this 9<sup>th</sup> day of July, 2013.

WILLIAMSON COUNTY BOARD OF COMMISSIONERS

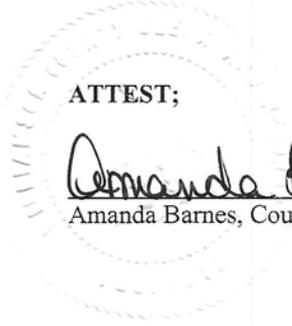
Ron Ellis VOTING yea  
Ron Ellis, Chairman

Brent Gentry VOTING yea  
Brent Gentry, Commissioner

Jim Marlo VOTING yea  
Jim Marlo, Commissioner

ATTEST;

Amanda Barnes  
Amanda Barnes, County Clerk



Ordinance No. 13-09-10-04

WILLIAMSON COUNTY FOOD ORDINANCE

An ordinance defining and regulating the inspection of food service establishments and retail food stores; providing for the examination and condemnation of food; providing for the enforcement of Sections 750.10 through 750.3300 of the Illinois Food Service Sanitation Rules and Regulations, Illinois Department of Public Health; providing for the enforcement of Sections 760.10 through 760.3300 of the Illinois Retail Food Store Rules and Regulations, Illinois Department of Public Health; and any subsequent revisions thereto, and providing for the enforcement of this ordinance and affixing of penalties.

Be it ordained by the Board of Commissioners of Williamson County, State of Illinois as follows:

SECTION A - RULES AND REGULATIONS

The current edition of rules and regulations promulgated by the Illinois Department of Public Health pertaining to food service establishments and retail food stores are hereby adopted by reference. Three copies of each set shall be on file in the Williamson County Clerk's office.

SECTION B - DEFINITIONS

In addition to the definitions contained in the above rules and regulations, the following definitions shall apply in the interpretation and enforcement of this ordinance:

1. ADULTERATED shall mean the condition of any food
  - a. if it bears or contains any poisonous or deleterious substance in a quantity which may render it injurious to health.
  - b. if it bears or contains any added poisonous or deleterious substance for which no safe tolerance has been established by regulation or in excess of such tolerances if one has been established.
  - c. if it consists in whole or in part of any filthy, putrid, or decomposed substance or if it is otherwise unfit for human consumption.
  - d. if it has been processed, prepared, packed or held under insanitary conditions whereby it may have been contaminated with filth or whereby it may have been rendered injurious to health.
  - e. if it is in whole or in part the product of a diseased animal or animal which has died otherwise than by slaughter.

f. if its containers are composed in whole or in part of any poisonous or deleterious substance which may render the contents injurious to health.

2. PERMIT HOLDER shall mean an individual, a firm, partnership, company, corporation, trustee, association and any public or private entity who is directly or indirectly responsible for the operation of a food-service establishment.

3. REGULATORY AUTHORITY shall mean the Franklin-Williamson Bi-County Health Department or an authorized representative thereof.

#### SECTION C - ENFORCEMENT PROVISIONS

1. PERMIT: It shall be unlawful for any person to operate a food-service establishment or retail food store within the County of Williamson, State of Illinois, who does not possess a valid permit issued to him by the Regulatory Authority. Only a person who complies with the requirements of this ordinance shall be entitled to receive and retain such a permit. Permits shall not be transferrable from one person to another person or place. A valid permit shall be posted in a conspicuous place in view of the public in every food-service establishment.

Permits for permanent food-service establishments and retail food stores shall expire one year following the date of issuance. Permits for temporary food-service establishments and temporary retail food stores shall be issued for a period of time not to exceed 14 days.

a. ISSUANCE OF PERMITS: Any person desiring to operate a food-service establishment or retail food store or to renew an expired permit shall make written application for a permit on forms provided by the Regulatory Authority. Such application shall include: the applicant's full name and address and whether such applicant is an individual, firm, or corporation, and a partnership; the names and type of proposed food-service establishment or retail food store; and the signature of the applicant or applicants.

Upon receipt of such an application, the Regulatory Authority shall make an inspection of the establishment to determine compliance with the provisions of this ordinance. When inspection reveals that the applicable requirements of this ordinance have been met, a permit shall be issued to the applicant by the Regulatory Authority. Temporary permits may be issued for a time period not to exceed 60 days, in order for the food-service operation to come into compliance with this ordinance.

b. RENEWAL OF PERMITS: Whenever the inspection for renewal of a permit reveals serious or repeated violations of this ordinance, the permit will not be issued and the Regulatory Authority shall notify the applicant immediately thereof. Such notice shall state the reasons for not renewing the permit. Such notice shall also state

that an opportunity for a hearing shall be provided for the applicant at a time and place designated by the Regulatory Authority. Such hearing shall be scheduled not later than 10 days from the date of the notice. The notice referred to in this paragraph shall be delivered to the applicant in person by the Regulatory Authority or may be sent by registered mail, return receipt requested. A permit which has expired shall be removed from the establishment by the Regulatory Authority.

c. SUSPENSION OF PERMITS: Permits may be suspended temporarily by the Regulatory Authority for failure of the permit holder to comply with the requirements of this ordinance. Whenever a permit holder or operator has failed to comply with any notice issued under the provisions of Section C of the ordinance, the permit holder or operator shall be notified in writing that the permit is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the Regulatory Authority by the permit holder.

Upon suspension of the permit, the permit shall be removed from the establishment by the Regulatory Authority and returned to the Health Department. Notwithstanding the other provisions of this ordinance, whenever the Regulatory Authority finds insanitary or other conditions in the operation of a food-service establishment or retail food store which in his judgment, constitute a substantial hazard to the public health, he may without warning, notice or hearing, issue a written notice to the permit holder or operator citing such condition, specifying the corrective action to be taken, and specifying the time period within such action shall be taken and if deemed necessary, such order shall state that the permit is immediately suspended, and all operations as a food-service establishment or retail food store are to be immediately discontinued. Any person to whom such an order is issued shall comply immediately therewith, but upon written petition to the Regulatory Authority shall be afforded a hearing as soon as possible.

Permits may be suspended temporarily by the Regulatory Authority for failure of the permit holder to comply with notices or citations issued for violation of the Smoke-Free Illinois Act. Whenever a permit holder or operator has received a Smoke-Free Illinois citation and failed to request a hearing within 10 calendar days, or pay the fine within 28 calendar days, or failed to obey the findings and final order of an Illinois Department of Public Health Administrative Law Judge, the permit holder or operator shall be notified in writing that the permit is, upon service of the notice, immediately suspended.

d. REINSTATEMENT OF SUSPENDED PERMITS: Any person whose permit has been suspended may at any time make application for a reinspection for the purpose of reinstatement of the permit. Within 10 days following receipt of a written request, including a statement signed by the applicant that in his opinion the conditions causing suspension of the permit have been corrected, the Regulatory Authority

shall make a reinspection. If the applicant is complying with the requirements of this ordinance, including payment of all fines originating from enforcement of the Smoke-Free Illinois Act, the permit shall be reinstated.

e. REVOCATION OF PERMITS: For serious or repeated violations of any of the requirements of this ordinance, or for interference with the Regulatory Authority in the performance of his duties, the permit may be permanently revoked after an opportunity for a hearing has been provided by the Regulatory Authority. Prior to such action, the Regulatory Authority shall notify the permit holder in writing, stating the reasons for which the permit is subject to revocation and advising that the permit shall be permanently revoked at the end of 5 days following service of such notice, unless a request for a hearing is filed with the Regulatory Authority, by the permit holder, within such 5 day period. A permit may be suspended for a cause pending its revocation or a hearing relative thereto.

f. FAILURE TO COMPLY: When a food-service establishment fails to comply with any provision of Section C of this ordinance, the Regulatory Authority shall issue a citation notice to the permit holder. The citation notice shall state the date, time and place the permit holder is to appear in the Circuit Court. Upon conviction, the permit holder shall be subject to the penalty specified under Section F of this ordinance.

g. HEARING: The hearings provided for in this ordinance shall be conducted by the Regulatory Authority at a time and place designated by it. Any oral testimony given at a hearing shall be reported verbatim, and the presiding officer shall make provision for sufficient copies of the transcript. The Regulatory Authority shall make a final finding based upon the complete hearing record and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the holder of the permit by the Regulatory Authority.

h. APPLICATION AFTER REVOCATION: Whenever a revocation of a permit has become final, the holder of the revoked permit may make written application for a new permit.

## 2. INSPECTIONS

a. FREQUENCY OF INSPECTIONS - The Regulatory Authority shall inspect and regulate each food service establishment within the County of Williamson, State of Illinois as specified in the Illinois Administrative Code, Chapter 1, Subsection h, Section 615.310 and any subsequent revisions thereto and shall make as many additional inspections and reinspections as are necessary for the enforcement of this ordinance.

b. RIGHT OF ENTRY - The Regulatory Authority, after proper identification, shall be permitted to enter at any reasonable time any

food-service establishment or retail food store in the County of Williamson, State of Illinois, for the purpose of making inspections to determine compliance with this ordinance. He shall be permitted to examine the records of the establishment to obtain pertinent information pertaining to food and supplies purchased, received, or used and persons employed.

c. REPORT OF INSPECTION - Whenever an inspection of food service establishment or retail food store is made, the findings shall be recorded on an inspection report that is substantially equivalent to that of the State of Illinois Department of Public Health Retail Food Establishment Inspection Report. One copy of the inspection report form should be furnished to the person in charge of the establishment. The inspection report form shall set forth a weighted point value for each requirement. The rating score of the establishment shall be the total of the weighted point values for all violations subtracted from 100 and shall be shown on all copies of the report.

d. CORRECTION OF VIOLATIONS

(1) The completed inspection report form shall specify a reasonable period of time for the correction of the violations found; and correction of the violations shall be accomplished within the period specified, in accordance with the following provisions:

(a) If an imminent health hazard exists, such as complete lack of refrigeration or sewage backup into the establishment, the establishment shall immediately cease food service operations. Operations shall not be resumed until authorized by the Regulatory Authority.

(b) All violations of 4- or 5-point weighted items shall be corrected as soon as possible, but in any event, within 10 days following inspection.

(c) All 1- or 2-point weighted items shall be corrected as soon as possible, but in any event, by the time of the next routine inspection.

(d) When rating score of the establishment is less than 60, the establishment shall initiate corrective action on all identified violations within 48 hours. One or more reinspections will be conducted at reasonable time intervals to assure correction.

(2) The inspection report shall state that failure to comply with any time limits for corrections may result in cessation of food service operations. An opportunity for a hearing on the inspection findings or the time limitations or both will be provided if a written request

is filed with the Regulatory Authority within 10 days following cessation of operations. If a request for a hearing is received, a hearing shall be held within 20 days of receipt of the request.

(3) Whenever a food service establishment or retail food store is required under the provisions of Section d. above to cease operations, it shall not resume operations until it is shown on reinspection that conditions responsible for the order to cease operations no longer exist. Opportunity for reinspection shall be offered within a reasonable time.

e. SERVICE OF NOTICES - Notices provided for under this section shall be deemed to have been properly served when the original of the inspection report form or other notice has been delivered personally to the permit holder or person in charge, or such notice has been sent by registered or certified mail, return receipt requested, to the last known address of the permit holder. A copy of such notice shall be filed with the records of the Regulatory Authority.

### 3. EXAMINATION AND CONDEMNATION OF FOOD AND/OR EQUIPMENT

a. FOOD - Food may be examined or sampled by the Regulatory Authority as often as necessary to determine freedom from adulteration or misbranding. The Regulatory Authority may, upon written notice to the owner or person in charge, place a hold order on any food which he determines or has probable cause to believe to be unwholesome or otherwise adulterated or misbranded. Under a hold order, food shall be permitted to be suitably stored. It shall be unlawful for any person to move or alter a hold order notice or tag placed on food by the Regulatory Authority. Neither such food nor the containers thereof shall be relabeled, repackaged or reprocessed, altered, disposed of, or destroyed without permission of the Regulatory Authority, except on an order by a court of competent jurisdiction. After the owner or person in charge has had a hearing as provided in Section C.1.g and on the basis of evidence produced at such hearing, or on the basis of examination in the event of written request for a hearing is not received within ten days, the Regulatory Authority may vacate the hold order or may, by written order, direct the owner or person in charge of food which was placed under the hold order to denature or destroy such food or bring it into compliance with the provisions of this ordinance. Such order shall be stayed if the order is appealed to a court of competent jurisdiction within three days.

b. Where equipment used in the preparation of food products is found to be in a state of disrepair, unsafe, unsuitable for use, or insanitary, such equipment shall be taken out of use and a hold order placed on said items by the Regulatory Authority. Such equipment may not be put back into service until written permission is obtained from the Regulatory Authority. It shall be unlawful for any person to move

or alter a hold order notice or tag placed on equipment by the Regulatory Authority. Such equipment will not be altered, disposed of or destroyed without permission of the Regulatory Authority except on an order in a court of competent jurisdiction. After the owner or person in charge has had a hearing as provided in Section C.1.g and on the basis of the evidence produced at such hearing or on the basis of examination in the event of a written request for a hearing is not received within ten days, the Regulatory Authority may vacate the hold order or may by written notice direct the owner or person in charge of the equipment which was placed under the hold order to remove such equipment or bring it into compliance with the provisions of this ordinance. Such order shall be stayed if the order is appealed to a court of competent jurisdiction within three days.

#### 4. PROCEDURE WHEN INFECTION IS SUSPECTED

When the Regulatory Authority has reasonable cause to suspect possibility of disease transmission from any food service establishment employee, it shall secure a morbidity history of the suspected employee or make any other investigation as may be indicated, and take appropriate action. The Regulatory Authority may require any or all of the following measures:

a. Immediate exclusion of the employee from any food handling activities.

b. Immediate closure of the establishment concerned until in the opinion of the Regulatory Authority, no further danger of disease outbreak exists.

c. Restriction of the employee's services to some area of the establishment where there will be no danger of transmitting disease.

d. Adequate medical and laboratory examinations of the employee or other employees and of his or their body discharges.

#### SECTION D - FOOD ESTABLISHMENTS OUTSIDE JURISDICTION OF HEALTH AUTHORITY

Food from establishments outside the jurisdiction of the Regulatory Authority of the County of Williamson, State of Illinois, may be sold in the County of Williamson, State of Illinois, if such food establishments conform to the provisions of this ordinance or to substantially equivalent provisions. To determine extent of compliance with such provisions, the Regulatory Authority may accept reports from responsible authorities in other jurisdictions where such food establishments are located.

#### SECTION E - PLAN REVIEW OF FUTURE CONSTRUCTION

1. Whenever a food service establishment or retail food store is constructed or extensively remodeled and whenever an existing

structure is converted to use as a food service establishment or retail food store, properly prepared plans and specifications for such construction, remodeling, or conversion shall be submitted to the Regulatory Authority for review and approval before construction, remodeling or conversion is begun. The plans and specifications shall indicate the proposed layout, arrangement, mechanical plans, and construction materials of work areas. The Regulatory Authority shall approve the plans and specifications, if they meet the requirements of this ordinance. No food service establishment or retail food store shall be constructed extensively remodeled, or converted except in accordance with plans and specifications approved by the Regulatory Authority.

## 2. PRE-OPERATIONAL INSPECTION

Whenever plans and specifications are required by Section E.1 of this ordinance to be submitted to the Regulatory Authority, the Regulatory Authority shall inspect the food service establishment or retail food store prior to the start of operations, to determine compliance with the approved plans and specifications and with the requirements of this ordinance.

## SECTION F - PENALTIES

Any person who violates any provision of this ordinance, or any rules and regulations adopted herein shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than \$100.00 nor more than \$500.00. In addition thereto, such person may be enjoined from continuing such violations. Each day upon which such violation occurs shall constitute a separate offense.

## SECTION G - REPEAL AND DATE OF EFFECT

1. This ordinance shall be in full effect from and after adoption as provided by law; and, at that time, all ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

## SECTION H - UNCONSTITUTIONALITY CLAUSE

Should any section, paragraph, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reasons, the remainder of said ordinance shall not be affected thereby.

Passed and adopted this 10<sup>th</sup> day of September,  
2013 by the Board of Commissioners of Williamson County, State of Illinois.

  
\_\_\_\_\_  
CHAIRMAN, WILLIAMSON COUNTY BOARD

ATTEST:

*Amanda Barnes*

COUNTY CLERK

ORDINANCE NO. 131008-05

AN ORDINANCE TO ADD TERRITORY  
TO THE WILLIAMSON COUNTY ENTERPRISE ZONE  
WILLIAMSON COUNTY

WHEREAS, the Williamson County Board established an Enterprise Zone through Ordinance No. 90-12-19-5, pursuant to authority granted it by the Illinois Enterprise Zone Act (The "Act"; P.A. 82-1019), as amended, subject to the approval of the Illinois Department of Commerce and Community Affairs, and subject to provisions of the Act; and

WHEREAS, an Intergovernmental Agreement was entered into between the County of Williamson, Illinois (hereinafter "County") and the Municipalities of Cambria, Carterville, Crainville, Energy, Herrin, Johnston City, and Marion (hereinafter collectively "Municipalities"), through which the governments designated certain areas, and any areas subsequently certified from time to time, as an Enterprise Zone pursuant to and in accordance with the Act, subject to certification of the State as in the Act provided, and known as the Williamson County Enterprise Zone; and

WHEREAS, the Williamson County Enterprise Zone was approved by the Illinois Department of Commerce and Community Affairs, effective July 1, 1991; and

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

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

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

SECTION 1. That Section III of Ordinance 90-12-19-5, the Ordinance Establishing an Enterprise Zone for Williamson County, Illinois, is hereby amended by adding Exhibits A-44 and B-44 (which exhibits are attached to this ordinance and made a part thereof) to the list of Exhibits within said Section III.

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

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

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

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

SECTION 6. That this Ordinance shall be known as Ordinance No. \_\_\_\_\_ of the Williamson County, Illinois, and shall be in full force and effect from and after its passage, approval, and recording, and after the Illinois Department of Commerce and Economic Opportunity has approved the application for amendment to the Enterprise Zone in the Williamson County, Illinois.

PASSED this 8<sup>th</sup> day of October, 2013

APPROVED this 8<sup>th</sup> day of October, 2013.

WILLIAMSON COUNTY BOARD

*Ronald Ellis*

\_\_\_\_\_  
COUNTY BOARD CHAIRMAN

ATTESTED:

*Amanda Barnes*

\_\_\_\_\_  
COUNTY CLERK

**LEGAL DESCRIPTION OF M-S-31**

A connecting strip extending Southward from the intersection of the East right-of-way of Halfway Road with M-39, this being the Point of Beginning for this strip.

thence South along said East right-of-way 100' to the South right-of-way line of the Crab Orchard & Egyptian Railroad.

thence East 202.61' along the South right-of-way line of the Crab Orchard & Egyptian Railroad to the Northwest corner of M-41, this being the end of the description for the connecting strip M-S-31.

**LEGAL DESCRIPTION**

**GENERAL DESCRIPTION**

A part of the Southwest Quarter of the Southwest Quarter of Section 14, Township 9 South, Range 2 East of the Third Principal Meridian in Williamson County, Illinois, being more particularly described as follows:

**LEGAL DESCRIPTION OF M-41**

**DETAILED DESCRIPTION**

**Parcel #1**

Lot 10, except the south 35.00 of said Lot 10, in "Cree Commercial Subdivision" as same was filed for record in the Recorder's Office for Williamson County, Illinois on April 28, 2009 in Plat Record 10 page 81, more particularly described as follows:

Commencing at the northeast corner of said Lot 10 for the POINT OF BEGINNING for the description;

thence South  $01^{\circ} 17' 45''$  East along the east line of said Lot 10 a distance of 168.92 feet;

thence South  $88^{\circ} 42' 15''$  West parallel to the south line of said Lot 10 a distance of 311.61 feet to a point on the west line of said Lot 10;

thence North  $01^{\circ} 17' 45''$  West along the west line of said Lot 10 a distance of 168.92 feet to the northwest corner of said Lot 10;

thence North  $88^{\circ} 42' 15''$  East along the north line of said Lot 10 a distance of 311.61 feet to the point of beginning, containing 1.029 acres, more or less.

**Parcel #2**

The north 168.92 feet of the East 104.57 feet of Lot 11 in "Cree Commercial Subdivision" as same was filed for record in the Recorder's Office for Williamson County, Illinois, on April 28, 2009 in Plat Record 10 page 81, more particularly described as follows:

Commencing at the Northeast corner of said Lot 11 for the POINT OF BEGINNING for this description; thence South 01°17'45" East along the east line of said Lot 11 distance of 168.92 feet;

thence South 88°42'15" West parallel to the south line of said Lot 11 a distance of 104.57 feet;

thence North 01°17'45" West parallel to the east line of Lot 11 a distance of 168.92 feet to the northwest corner of said Lot 11;

thence North 88°42'15" East along the north line of said Lot 11 a distance of 104.57 feet to the point of beginning containing 0.405 acre, more or less.

**Parcel #3**

The east 104.57 feet of Lot 12 in "Cree Commercial Subdivision" as same was filed for record in the Recorder's Office for Williamson County, Illinois on April 28, 2009 in Plat Record 10 page 81, more particularly described as follows:

Commencing at the Southeast corner of said Lot 12 for the POINT OF BEGINNING for this description;

thence South 88°42'15" West along the south line of said Lot 12 a distance of 104.57 feet;

thence North 01°17'45" West parallel to the east line of said Lot 12 a distance of 214.01 feet to a point on the north line of said Lot 12;

thence 89°26'30" East along said north line a distance of 104.62 feet to the northeast corner of said Lot 12;

thence South 01°17'45" East along the east line of said Lot 12 a distance of 214.01 feet to the point of beginning containing 0.518 acre, more or less.

**ALSO**

Lot 13 in "Cree Commercial Subdivision" as same was filed for record in the Recorder's Office for Williamson County, Illinois on April 28, 2009 in Plat Record 10 page 81, containing 1.495 acres, more or less.

# Proposed Venus Properties LLC Property Marion, IL



Legend	
	Existing Connecting Strip
	Existing EZ
	Proposed Connecting Strip
	Proposed EZ Addition



Ordinance No. 13-11-07-06

ORDINANCE AUTHORIZING A LEASE AGREEMENT WITH THE PUBLIC BUILDING COMMISSION OF WILLIAMSON COUNTY, ILLINOIS AND PROVIDING FOR THE LEVY OF TAXES AND FOR THE PAYMENT OF RENT THEREUNDER

WHEREAS, The County of Williamson, Illinois (the "County") is a duly organized and existing county created under the laws of the State of Illinois, and is now operating under and pursuant to the provisions of the Counties Code of the State of Illinois, 55 ILCS 5/1-1001 et seq., as amended (the "Counties Code"), and is a "governmental unit" within the meaning of the Local Government Debt Reform Act of the State of Illinois, 30 ILCS 350/1 et seq., as amended, (the "Debt Reform Act"); and

WHEREAS, The Public Building Commission of Williamson County, Illinois (the "Commission") is a municipal corporation heretofore duly organized under the provisions of the Public Building Commission Act of the State of Illinois as amended 50 ILCS 20/1 et seq. (the "Act"), incorporated for the purpose of exercising the powers and authority prescribed by the provisions of the Act and to erect and equip modern public buildings and facilities in and for the various branches, departments and agencies of government situated in the County; and

WHEREAS, the County Board of the County (the "County Board") has by proper resolution heretofore adopted pursuant to the terms and provisions of the Act and the Counties Code, selected, located and designated certain described areas in the City of Marion, Illinois (the "City") as the sites (the "Sites") for the acquisition, construction, installation, equipping and renovation of certain facilities by the Commission for the use of the County for the purposes set forth in the Act (the "Project"), which Sites are generally known as having the street addresses and located on the following sites and legally described in the hereinafter described Lease:

<u>Common Name of Facility</u>	<u>Street Address</u>
Williamson County Courthouse (the "Courthouse")	200 West Jefferson Marion, Illinois
Williamson County Administrative Building (the "Administrative Building")	407 North Monroe Marion, Illinois

(Each of the foregoing buildings may be referred to as a "Facility" and collectively as the "Facilities"); and

WHEREAS, the County desires the Commission to issue its Public Building Lease Revenue Bonds, Series 2013 in the aggregate principal amount of \$9,900,000 (the "Bonds") pursuant to a resolution authorizing the Bonds to be adopted by the Board of Commissioners of the Commission (the "Bond Resolution") and to use the proceeds of the Bonds to finance and refinance costs incurred in connection with the acquisition, construction, equipping and improvement of the Facilities (the "Project"); and

WHEREAS, the Commission and the County propose to enter into a Multiple Facilities Lease Agreement, a copy of which is attached hereto as Exhibit A (the "Lease"), which provides

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Recorded: 12/03/2013 at 08:09:04 AM  
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IL Rental Housing Fund: \$0.00  
Williamson County, IL  
Amanda Barnes Clerk & Recorder  
Book 345 Page 639

File 2013-00011059

for payment by the County of annual rentals to the Commission for the use and occupancy of the Facilities and the Site by the County in accordance with the terms and provisions of the Act; and

WHEREAS, the Sites have been approved by 3/4<sup>ths</sup> of the members of the City Council of the City in accordance with Section 14 of the Act; and

WHEREAS, pursuant to the provisions of Section 14 of the Act, the County Board must provide for the levy and collection of a direct annual tax sufficient to pay the rent payable under the Lease as and when it becomes due and payable; and

WHEREAS, the Act requires that a public hearing be held regarding the Lease (the "PBC Hearing") before the County Clerk of the County may extend taxes levied to pay the Lease rental payments and that notice of a public hearing to discuss the Lease be published in a newspaper published in or of general circulation within the County at least 15 days prior to the date set for the PBC Hearing; and

WHEREAS, the PBC Hearing was held before the County Board on September 24, 2013, and at the PBC Hearing all persons residing or owning property in the County had the opportunity to be heard orally, in writing, or both; and

WHEREAS, notice of the PBC Hearing was given by publication on September 9, 2013 in the *Daily Republican*, the same being a newspaper published in the County, and posted at least 48 hours prior to the PBC Hearing at the principal office of the County Board; and

WHEREAS, the County Board finds and determines that the requirements of Section 18 of the Act for providing notice of and the holding a public hearing have been duly satisfied; and

WHEREAS, the County has duly levied ad valorem taxes for the fund to make lease payments to the Commission for many years, including prior to 1996 through the present, and the tax levy to pay the Lease is not a new rate under the Property Tax Extension Limitation Law, 35 ILCS 200/18-185 *et seq.* ("PTELL") requiring submission of the tax levy to referendum; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, 30 ILCS 352/1 *et seq.*, (the "BINA Act"), the Chairman of the County Board called for a public hearing to be held on September 24, 2013, concerning the intent of the County Board to enter into the Lease (the "BINA Hearing"); and

WHEREAS, notice of the BINA Hearing (the "BINA Notice") was published in the *Daily Republican*, a newspaper published in and of general circulation in the County, on September 9, 2013, a date not less than 7 days nor more 30 days before the date of the BINA Hearing, and posted at least 48 hours prior to the BINA Hearing at the principal office of the County Board; and

WHEREAS, the BINA Hearing was duly held before the County Board on the date, time and place set forth in the BINA Notice, and persons desiring to be heard were permitted an opportunity to present written and oral testimony, and the BINA Hearing was adjourned on September 24, 2013, more than 7 days preceding the adoption of this Ordinance and

WHEREAS, the County Board finds and determines that the requirements of the BINA Act have been duly satisfied.

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

Section 1. Incorporation of Preambles.

The preambles to this Ordinance are hereby incorporated by reference herein as if set out in full at this place and are found and determined to be true, correct and complete.

Section 2. Approval of Lease.

The County Board does hereby determine to lease the Facilities and the Sites in accordance with the Act and Section 5-1105 of the Counties Code, 55 ILCS 5/5-1105, and pursuant to the Lease which is hereby approved in substantially the form presented at this meeting. The Chairman and the County Clerk of the County are hereby authorized and directed to execute and deliver the Lease on behalf of the County in substantially the form presented at this meeting subject to such changes as may be approved by the Chairman prior to its execution. Location of and title to the Sites are approved. The County hereby requests the Commission to proceed with the Project and to issue the Bonds of the Commission all as further described in the Lease and the Bond Resolution.

Section 3. Taxes Levied.

For the purpose of providing funds sufficient to pay the annual rent payable under the Lease, there shall be continued and there is hereby levied a direct annual tax upon all the taxable property in the County for each of the years, as follows:

<u>For Each Year</u>	<u>A Tax Sufficient to Produce the Sum of:</u>
2013	\$722,518.75
2014	\$723,932.50
2015	\$719,447.50
2016	\$718,555.00
2017	\$720,843.75
2018	\$721,302.50
2019	\$720,165.00
2020	\$717,363.75
2021	\$718,087.50
2022	\$717,641.25
2023	\$715,980.00
2024	\$713,058.75
2025	\$713,735.00
2026	\$712,858.75
2027	\$710,508.75
2028	\$711,522.50
2029	\$710,591.25
2030	\$707,797.50

<u>For Each Year</u>	<u>A Tax Sufficient to Produce the Sum of:</u>
2031	\$708,120.00
2032	\$706,387.50

The funds realized from the foregoing taxes shall be set aside for, and are pledged to, the payment of the annual rent due under the Lease and shall not be disbursed for any other purpose until the annual rent has been paid in full. Payments coming due on the Lease at any time when there are insufficient funds on hand from the foregoing taxes to pay the same shall be paid promptly when due from current funds of the County on hand in advance of the collection of the taxes herein levied; and when the taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

The County represents, warrants and certifies that the County has previously duly levied property taxes for the fund to make lease payments to the Commission, including prior to 1996 through the present, and the tax levy to pay the Lease is not a new rate under Section 18-190 of the Property Tax Extension Limitation Law, 35 ILCS 200/18-185 *et seq.* ("PTELL") requiring submission of the tax levy to referendum. The County covenants and agrees the County will take no action or fail to take any action which in any way would adversely affect the ability of the County to levy and collect the taxes. The County and its officers will comply with all present and future applicable laws in order to assure that the taxes will be levied, extended and collected as provided herein. To the extent property taxes in any year of the levy are required to be reduced pursuant to PTELL, the County Board irrevocably directs the County Clerk for all such years of the levy to abate other tax levies of the County so that the levies extended and collected as required by this Ordinance shall be sufficient to make the required rental payments on the Lease.

Section 4. Filing and Extension

The County Clerk of the County, in his or her capacity as recording officer of the County, be and is hereby ordered and directed to file a certified copy of this Ordinance and a certified copy of the Lease with the County Clerk of the County in his or her capacity as tax extension officer, which shall constitute the authority for the County Clerk to extend the tax annually, as provided for in and by this Ordinance, sufficient to pay the annual rent payable under the Lease, as and when it becomes due and payable; and the County Clerk shall ascertain the rate per cent which, upon the value of all property subject to taxation within the County for levy in each of the years 2013 through 2032 inclusive, as that property is assessed or equalized by the Department of Revenue of the State of Illinois, will produce a net amount not less than the amounts provided for in and by this Ordinance and being the annual rent provided for and reserved in the Lease; and it shall be the duty of the County Clerk annually during the term of the Lease to extend and collect said taxes against all the taxable property contained in the County as herein provided, and sufficient to pay the annual rental reserved in the Lease. Such tax shall be levied and collected in like manner with the other taxes of the County, and shall be in addition to all other taxes now or hereafter authorized to be levied by the County, and shall not be included within any statutory limitation of rate or amount, but shall be excluded there from and be in addition thereto and in excess thereof, *provided however*, that the amounts of said annual taxes are limited by the provisions of PTELL. The County Board covenants that to the extent property taxes in any year of the levy are required to be reduced pursuant to PTELL, the County will furnish any additional direction as may be necessary for the abatement of other tax levies of the County so that the

levies extended and collected as required by this Ordinance shall be sufficient to make the required rental payments on the Lease.

Section 5. Execution of Documents.

The County Board authorizes the Chairman and the County Clerk to execute any and all other certificates or affidavits on behalf of the County relating to the Lease and the issuance of the Bonds.

Section 6. Designation as Qualified Tax-Exempt Obligations

The County Board recognizes that Section 265(b)(3) of the Code provides that a "qualified tax-exempt obligation" as therein defined may be treated by certain financial institutions as if it were acquired on August 7, 1986, for certain purposes. The County Board approves designation by the Commission of each of the Bonds as may be from time to time outstanding for purposes of Section 265(b)(3) of the Code as a "qualified tax-exempt obligation" as provided therein. In support of such designation, the County Board covenants, represents and certifies as follows:

(a) none of the Bonds are "private activity bonds" as defined in Section 141(a) of the Code;

(b) including the Bonds, the County Board (including any entities subordinate thereto) has not issued to date and does not reasonably expect to issue qualified tax-exempt obligations (other than private activity bonds) during the calendar year of issuance of the Bonds in an amount in excess of \$10,000,000; and

(c) including the Bonds, not more than \$10,000,000 of obligations issued by the County (including any entities subordinate thereto) during the calendar year of issuance of the Bonds have been designated to date or will be designated by the County for purposes of said Section 265(b)(3).

Section 7. Tax Covenants.

The County agrees to comply with all provisions of the Code which, if not complied with by the County, would cause interest on the Bonds to be included in the gross income of the owners thereof under Section 103 of the Internal Revenue Code of 1986 as amended. In furtherance of the foregoing provisions, but without limiting their generality, the County agrees: (1) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (2) to comply with all representations, covenants and assurances contained in certificates or agreements as may be prepared by counsel approving the Bonds; and (3) to consult with such counsel and to comply with such advice as may be given.

Section 8. Authorization.

This Ordinance is adopted pursuant to authority granted under the Counties Code, the Act, the Debt Reform Act, the Omnibus Bond Act, 5 ILCS 70/8, the Intergovernmental Cooperation article of the Illinois Constitution (Section 10 of Article VII of the Constitution of the State of Illinois), and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* and other applicable law.

Section 9. Enforcement.

The terms of this Ordinance and the Lease shall inure to the benefit of, and may be enforced by, the Commission and the owners of the Bonds.

Section 10. Severable, Superseder, Effective.

If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance. All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby superseded and this Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED November 7, 2013.



Chairman of the County Board of  
The County of Williamson, Illinois

(SEAL)  
ATTEST:

  
County Clerk

EXHIBIT A

MULTIPLE FACILITIES LEASE AGREEMENT

THIS LEASE AGREEMENT made as of this November 22, 2013 between The Public Building Commission of Williamson County, Illinois, a municipal corporation of the State of Illinois (the "Commission") and The County of Williamson, Illinois (the "County").

PREAMBLES:

WHEREAS, the Commission is a duly organized public building commission under the provisions of the Public Building Commission Act of the State of Illinois, as amended, 50 ILCS 20/1 *et seq.* (the "Act"); and

WHEREAS, the County is a duly organized county operating pursuant to the provisions of the laws of the State of Illinois, including expressly the Counties Code of the State of Illinois, as amended, 55 ILCS 5/1-1001 *et seq.* (the "Counties Code"); and

WHEREAS, the Commission and the County have previously executed and delivered that certain Lease Agreement dated as of January 8, 2013 (the "Existing Lease"), relating to the following facilities (the "Facilities") having the street addresses and located on the sites legally described as follows:

<u>Common Name of Facility</u>	<u>Street Address</u>	<u>Legal Description</u>
Williamson County Courthouse (the "Courthouse")	200 West Jefferson Marion, Illinois	Schedule A attached hereto
Williamson County Administrative Building (the "Administrative Building")	407 North Monroe Marion, Illinois	Schedule B attached hereto

(Each of the foregoing buildings may be referred to as a "Facility" and collectively as the "Facilities"); and

WHEREAS, the Board of Commissioners of the Commission (the "Board"), and the County Board of the County have selected, located and designated such sites for such purposes, obtained fee simple title to the sites, and obtain site approvals from the City Council of the City of Marion, Illinois, county seat of the County; and

WHEREAS, the Existing Lease was entered into as security for the Commission's outstanding interim note dated August 2, 2010 given to The Bank of Marion in the maximum principal amount of \$5,510,000 issued pursuant to Section 14.1 of the Act (the "Note"), the proceeds of which are being used to improve, renovate and equip the Facilities pursuant to plans and specifications ("Plans") prepared by Architechniques, Herrin, Illinois, and now on file for public inspection at the offices of the Commission (the "Courthouse and Administrative Building Improvements"); and

WHEREAS, the County and the Commission desire that the Commission issue its Public Building Lease Revenue Bonds, Series 2013 in the aggregate principal amount of \$9,900,000

(the "Bonds") and use the proceeds thereof to pay the costs of refunding the Note, costs of the Courthouse and Administrative Building Improvements, and costs of issuing the Bonds; and

WHEREAS, the Existing Lease includes all Commission buildings and properties, the County Administration Building, County Jail, County Courthouse, County Annex and the Hostess Building; and

WHEREAS, this Lease serves as an amendment and supplement to the Existing Lease to clearly designate the intended end use of Bond proceeds, to provide for annual rentals sufficient to pay principal and interest on the Bonds, and to be specific as to which Commission buildings and properties are to be the intended recipients of the Bond proceeds for building modifications, improvements and financing; and

WHEREAS, the other provisions of the Existing Lease and the amendment signed by the Commission and County regarding specific changes in the telephone system remain intact and are not affected by this Lease; and

WHEREAS, the Commission, serving its purposes and serving the County, and, pursuant to the Act, has and will acquire, construct and equip the Courthouse and Administrative Building Improvements in accordance with the Plans (collectively, the "Project") and will own and operate the Facilities on the sites hereinabove described (collectively, the "Sites") for the benefit of the County in a manner sufficient to serve the current and reasonably projected needs of the County; and

WHEREAS, the Commission has insufficient funds on hand and lawfully available to pay in full the costs of the acquisition, construction and equipping of the Project, including in such costs all architectural, legal, engineering, land acquisition, site preparation, landscaping, and electrical and mechanical services incident or advisable in connection therewith, and further including costs of financing the Project, which further costs may include legal, financial, advisory, underwriting, capitalized interest, and reserve costs (all of such costs collectively being the "Costs of the Project"); and

WHEREAS, the Commission and the County have determined that it is desirable and necessary to refund the outstanding Note of the Commission (the "Refunding"); and

WHEREAS, the Commission is empowered pursuant to the Act to repair, alter or improve any building or buildings and to erect new buildings within areas as may be selected to provide space for the conduct of the executive, legislative and judicial functions of government, its various branches, departments and agencies thereof, and to provide such buildings, improvements and other facilities for use by local government in the furnishing of essential governmental, health, safety, and welfare services to its citizens, and to furnish and equip such buildings, improvements, and other facilities and maintain and operate them; and the Commission, pursuant to the provisions of the Act, may issue bonds payable from the revenues, including lease revenues, of such buildings, improvements, and facilities; and

WHEREAS, the Commission is empowered pursuant to the Act and the Local Government Debt Reform Act to issue the Bonds to pay the costs of the Project and accomplish the Refunding; and

WHEREAS, the estimated Costs of the Project, including the Refunding, are \$9,900,000, and such costs must be paid from the proceeds of the Bonds; and

WHEREAS, the County will, pursuant to the provisions of the Act, the Local Government Debt Reform Act, the Intergovernmental Cooperation article of the Illinois Constitution (Section 10 of Article VII of the Constitution of the State of Illinois) and the Intergovernmental Cooperation Act, enter into this Lease with the Commission to provide for the payment of rental for the Facilities and for the use of the Facilities; and

WHEREAS, the rentals payable under this Lease shall be sufficient for the Commission to pay the principal of and interest on the Bonds, and to provide for the payment of such costs of operation and maintenance of the Facilities as shall be allocated to the Commission pursuant to the provisions of this Lease;

NOW THEREFORE, in consideration of the rents reserved hereunder and the promises and covenants herein made by each of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is covenanted and agreed by the said parties hereto, as follows:

Section 11. Incorporation of Preambles.

The preambles to this Lease are hereby incorporated into the text as if set out at this place in full.

Section 12. Authority to Lease.

The authority for the County and the Commission to enter into this Lease is contained in the Counties Code, the Act, the Local Government Debt Reform Act, the Intergovernmental Cooperation article of the Illinois Constitution (Section 10 of Article VII of the Constitution of the State of Illinois), and the Intergovernmental Cooperation Act (collectively being "Authorizing Law").

Section 13. Financing the Project and the Refunding.

To accomplish the Project the payment of the Costs of the Project thereof and to provide for the Refunding and all related cost of the Refunding, all in accordance with Authorizing Law, the following actions shall be taken by parties hereto:

- A. The Commission shall retain the Sites.
- B. The Commission shall use the Plans to construct and equip the Project.
- C. The Commission shall, with reasonable promptness, upon the execution of this Lease, and pursuant to the provisions of Section 15 of the Act and other Authorizing Law, provide for the authorization, sale, execution and delivery by the Commission of revenue bonds for the purposes of paying the Costs of the Project and providing for the Refunding. The Bonds shall be designated "Public Building Lease Revenue Bonds, Series 2013." The Commission shall issue the Bonds pursuant to a Bond Resolution (the "Bond Resolution"), and the terms of the Bond Resolution, in addition to granting rights to the Bondholders, shall inure to the benefit of the County.

D. The Commission shall, to the extent it deems feasible, utilize the Plans, and shall enter into and execute such contracts as may be required for the construction of the Project.

E. The Commission shall require and procure from the contractor or contractors undertaking construction of any part of the Project, complementary to any other bonds which may be required under the terms of the Act and other applicable laws of the State of Illinois, a performance and payment bond or bonds payable to the Commission, with a corporate surety authorized to do business under the laws of the State of Illinois, in such form as may be approved by the Commission and to be in an amount not less than the amount of the particular contract or contracts, such bond or bonds to be conditioned upon the performance of said contract or contracts and the payment of all subcontractors and all materialmen.

F. The Commission shall require and use reasonable efforts to procure from all contractors undertaking construction of any part of the Project sworn statements in compliance with the Mechanics' Lien Law of the State of Illinois, together with waivers of all liens or rights of lien for labor and materials furnished by it or them in the construction of the Project, and shall further procure from the said contractor or contractors all material and equipment guarantees as may be required by the Plans.

G. The Commission shall require and use reasonable efforts to procure from the contractor or contractors undertaking construction of any part of the Project insurance protecting the Commission, the County, and their respective commissioners, board members, officers, agents, employees, successors and assigns as their interests may appear, against any claims for personal and bodily injuries (including death) and property damage that may be asserted because of said construction, said insurance to be of such character and in such amounts as may be determined by the Commission.

H. The Commission shall, to the extent reasonably obtainable, also require its architects and engineers to carry errors and omissions insurance for such period and in such principal sum as the Commission may in its opinion deem reasonable.

I. If the amount of the Bond proceeds set aside and made available under the terms of the Bond Resolution for the payment of the Costs of the Project should be in excess of the actual Costs of the Project and the Commission will deposit such excess as provided by the Bond Resolution.

J. If, upon the receipt of bids for the construction of the Project, or any part thereof, the Commission by resolution determines that sufficient funds are not and will not be available to pay costs of the Project, or any part thereof, without major changes in the Plans, then the Commission shall consult with the County as to either provision for additional funds or additional bonds as hereinafter provided ("Additional Bonds"), or as to such changes in the Plans. If the Commission and the County cannot agree as to funding or changes, then the Project as contemplated hereby shall be abandoned, and the proceeds of any Bonds applied to the payment thereof and redemption thereof at the earliest call date; provided, however, that this Lease shall remain fully in effect until all Bonds and the Note have been fully paid or provided for, including expressly the obligation to pay rent, subject only to diminution related to there being available funds from Bond proceeds to pay a portion of the debt service on the Bonds. If,

after contracts have been awarded for the Project, for some reason unforeseen at the time of award, the Commission by resolution determines that sufficient funds are not and will not be available to complete the Project or any part thereof, and that in order to provide additional funds for such purpose it will be necessary to issue Additional Bonds, and the County refuses or fails to enter into a supplemental lease providing either for an additional deposit of funds hereunder or for additional and supplemental annual rental payments provided for herein by an amount sufficient to amortize the principal and interest requirements of the Additional Bonds, then the Commission shall cause the Project to be completed with such modifications and eliminations as may be required by such lack of funds, provided, however, that the terms and conditions of this Lease, including the annual rental payments hereunder, shall remain in full force and effect and without any diminution thereof; provided, further, that, in the event the Commission may determine that there is such a deficiency in funds, in lieu of the issuance of the Additional Bonds, the County may, within ninety (90) days of the determination of such deficiency, pay to the Commission the amount of such deficiency, in which event the Project will be completed in accordance with the Plans.

K. If in the judgment of the Commission, practical considerations during the period of constructing the Project require minor changes in the Plans, the Commission may make such changes without consulting the County. If the Commission determines to make major changes in the Plans, the Commission shall consult with the County concerning such changes; provided, however, that after such consultation the Commission shall have the sole right to determine whether or not to make such changes without the consent of the County.

L. The Commission will use its reasonable efforts to complete the construction of the Project at the earliest possible date; failure, however, to complete the construction of Project or any portion thereof shall not relieve the County of its obligation to pay the fixed annual rentals provided for herein.

M. The County shall have the right of exclusive possession, except as otherwise provided herein, of the Project and the Sites during the full term of this Lease and any renewals thereof.

N. The provisions of this Section set forth minimum standards relating to construction, contractors bonds and insurance, sworn statements and lien waivers, and errors and omissions insurance; and any more comprehensive or strict terms in the Bond Resolution are expressly recognized.

Section 14. Lease Term; Renewal

A. In consideration of the rents reserved and covenants, agreements and other terms and conditions herein provided to be kept, observed and performed by the County, the Commission does hereby lease and demise the Sites and the Facilities to the County, subject to the terms and provisions of this Lease, for a term commencing on the date of execution of this Lease and, subject to earlier termination in accordance with the provisions of this Lease, ending on December 1, 2033, including all other buildings, structures or improvements which may at any time hereafter be constructed on the Sites and allocable to the County together with:

(1) all machinery, apparatus, equipment, fittings and fixtures of every kind and nature whatsoever that may now or hereafter be placed in any building, structure, or improvement now or hereafter constructed or placed upon the Sites and allocable to the County or any part thereof, including, without limitation, all engines, furnaces, boilers, stokers, pumps, heaters, tanks, motors, dynamos, generators, electrical equipment, heating, plumbing, lifting and ventilating apparatus, air cooling and air conditioning equipment and apparatus, gas and electrical fixtures, elevators, shades, awnings, venetian blinds, screens and radiators, and all other building equipment used or procured for use in connection with the operation or maintenance of any such buildings, structures, or improvements;

(2) all right, title and interest of the Commission, now owned or hereafter acquired, in and all real estate, interest in lands, leaseholds, rights of ways, alleys, passages, tenements, hereditaments, privileges, easements, franchises and appurtenances thereunto belonging or in any wise appertaining to the Sites and allocable to the County and which shall for all purposes hereof be deemed included in the term "Sites".

B. Not later than five (5) years prior to the expiration of this Lease, if it shall be the desire of the County to renew, the parties shall enter into good faith negotiations for renewal to extend for a period of an additional thirty (30) years, or such lesser period as they may agree. The intent of such negotiations shall be to (i) provide the County the continued use of the Facilities and (ii) provide for continued efficient and prudent operation, maintenance and renewal of the Facilities. Such successor Lease may provide for further renewals.

Section 15. Rentals.

A. In consideration of the leasing of the Sites and the Facilities, the County hereby covenants and agrees to pay, or cause to be paid, to the Commission. annual rentals on or before November 1 of each year as hereinafter designated, and in the amount on such November 1 date in each such year, subject to supplement as hereinafter provided, as set opposite each such year under the heading "Rent" consisting of principal and interest components as set forth, and subject to reservations as noted below, all as follows:

<u>Year</u>	<u>Rent</u>	<u>Principal Component</u>	<u>Interest Component</u>
2013	\$167,693.31*	-	\$167,693.31
2014	\$722,518.75	\$385,000.00	\$337,518.75
2015	\$723,932.50	\$390,000.00	\$333,932.50
2016	\$719,447.50	\$390,000.00	\$329,447.50
2017	\$718,555.00	\$395,000.00	\$323,555.00
2018	\$720,843.75	\$405,000.00	\$315,843.75
2019	\$721,302.50	\$415,000.00	\$306,302.50
2020	\$720,165.00	\$425,000.00	\$295,165.00
2021	\$717,363.75	\$435,000.00	\$282,363.75

<u>Year</u>	<u>Rent</u>	<u>Principal Component</u>	<u>Interest Component</u>
2022	\$718,087.50	\$450,000.00	\$268,087.50
2023	\$717,641.25	\$465,000.00	\$252,641.25
2024	\$715,980.00	\$480,000.00	\$235,980.00
2025	\$713,058.75	\$495,000.00	\$218,058.75
2026	\$713,735.00	\$515,000.00	\$198,735.00
2027	\$712,858.75	\$535,000.00	\$177,858.75
2028	\$710,508.75	\$555,000.00	\$155,508.75
2029	\$711,522.50	\$580,000.00	\$131,522.50
2030	\$710,591.25	\$605,000.00	\$105,591.25
2031	\$707,797.50	\$630,000.00	\$77,797.50
2032	\$708,120.00	\$660,000.00	\$48,120.00
2033	\$706,387.50	\$690,000.00	\$16,387.50

\*Paid on execution of the Lease

B. The rent is inclusive of all rent payable under the Existing Lease for the Sites.

C. The County, in its sole discretion may pay in advance any portion of the annual rentals, in which event the Commission shall credit the County with such advance payment or payments, and any and all advance payments to be made shall be held in the Revenue Fund established by the Bond Resolution and invested and be applied to the payment of the Rent for the year or years for which the advance payment or payments shall have been made, all in accordance with the terms of the Lease and the Bond Resolution.

D. The County acknowledges, as provided in the Bond Resolution, that said Rent will be allocated to the payment of Bonds, and that additional amounts shall be budgeted and paid by the County to the Commission to pay operation and maintenance costs, to reserves, and to renewal, replacement, repair and improvement, all as more particularly described in other portions of this Lease and in the Bond Resolution.

E. The County represents and warrants that its obligation to pay Rent as provided in Section 5(A) above is a general obligation for which a direct annual tax has been levied on all taxable property in the corporate limits of the County pursuant to the ordinance adopted by the County Board on November 7, 2013 authorizing and approving this Lease (the "Ordinance"). The Ordinance provides for the levy and collection of a direct annual tax sufficient to pay the annual Rents payable hereunder, as and when such Rents become due and payable, and the County shall file in the office of the Williamson County Clerk, as tax extension officer of the County, a copy of this Lease as executed by the parties hereto, certified to by the said County Clerk as recording officer of the County Board, together with a copy of the Ordinance as adopted, levying taxes for the payment of the annual Rents payable under the terms of this Lease, such Ordinance to be certified to by such recording officer, which certified copies shall

constitute the authority for the County Clerk, as tax extension officer of the County to extend for collection the taxes annually necessary to pay the annual Rents payable by the County under the terms of this Lease as and when such Rents become due and payable. The funds realized by the County from such tax levies shall not be disbursed for any purpose other than the payment of the Rent reserved in this Lease. The County represents, warrants and certifies that the County has previously duly levied property taxes for the fund to make lease payments to the Commission, including prior to 1996 through the present, and the tax levy to pay the Lease is not a new rate under Section 18-190 of the Property Tax Extension Limitation Law, 35 ILCS 200/18-185 *et seq.* ("PTELL") requiring submission of the tax levy to referendum. The County covenants that to the extent property taxes in any year of the levy are required to be reduced pursuant to PTELL, the County has and will direct the County Clerk of the County to abate other tax levies of the County so that the levies extended and collected as provided by the Ordinance shall be sufficient to make the required rental payments on this Lease.

F. On February 1 of each year, the Commission shall file with the County Clerk of Williamson County a certificate stating the amount then held in the Surplus Account maintained under the Bond Resolution and available to the County for application as a credit against the next Rent payment due under the Lease. The Commission agrees that up to such amount shall be credited upon receipt by the Commission of a resolution or other directive from the County Board relating to its available credit directing such application. Such direction shall be effective until the next ensuing February 1.

G. The County further covenants and agrees that it will promptly reimburse the Commission for any and all changes and alterations in and about the Sites and the Facilities which during the term of this Lease, may be required to be made at any time by reason of State or Federal laws and to save the Commission harmless and free from all costs or damage in respect thereto.

Section 16. Major Renovation Required, Rehabilitation, Additions to Facilities.

It may occur that in the reasonable judgment of the Commission, and upon request of the County, any part of the Facilities shall need a major renovation rehabilitation or improvement to continue to provide service at the level for which designated ("Major Work"). It may occur that the County may desire additions to the Facilities ("Additional Capacity"). It is the intent of the parties to provide for Major Work and Additional Capacity and to negotiate in good faith if and when requested to accommodate the need for same. Additional building revenue bonds of the Commission may be necessary to accomplish Major Work or Additional Capacity, and the Commission covenants to cooperate and negotiate in good faith to issue same upon request.

Notwithstanding the representations made in this section, no further monetary obligation or rent shall be imposed on the County by virtue hereof without a Lease amendment, supplement, addendum or substitution approved by the governing body thereof.

Section 17. Operation and Maintenance.

A. The Commission shall provide heat, air conditioning, light, power, water, sewer and all other basic utilities; and the Commission shall clean and maintain the Facilities. The Commission shall operate, repair and maintain the structural improvements and heating, ventilating, air conditioning, plumbing and electric systems of the Facilities (but not including

any fixtures or alterations made by the County) and all exterior portions of the Sites and undertake the cost of such operation, repairs and maintenance, subject to reimbursement in accordance with this Lease. Administrative expenses of the Commission, including salaries and wages of regular and extra employees and expenses of management, all being applicable in whole or part to the Facilities, shall also be deemed an operation and maintenance expense of the Commission hereunder. Any repairs, however, necessitated by the carelessness, omission, neglect, or improper conduct of the County, its activities, its servants, employees, agents or invitees, shall be made at the expense of the County. The Commission shall have access into, through and upon the Facilities for the purpose of operation, maintenance, cleaning, decoration, repair and inspection provided that such access, except in case of emergency, shall be on reasonable notice and at reasonable time so as to minimize the interference with the operation of business in the Facilities.

B. The following exceptions shall be the responsibility of the County:

(1) The County shall be responsible for the installation, repair and upkeep of the Security Automation Systems, all maintenance and/or service agreements entered into by them, including but not limited to Accurate Controls, Inc., Aramark for food service, and the Livescan finger print machine, and any other maintenance or repairs that may be necessary on any other specialty equipment, fixtures or personal property located in the Williamson County Jail that relates directly to the detention of inmates and the operation of said facility as a Jail.

(2) The County shall maintain all Clear Wave (or successors to Clear Wave) internet repair and services and all related expenses.

(3) The County shall pay all telephone usage charges and shall be responsible for any additional phones they may require and shall pay for the moving and installation of the same.

C. The Commission reserves the right to interrupt service of the heating, air conditioning, elevator, plumbing and electric systems when necessary by reason of accident or emergency until emergency repairs have been made, providing such emergency repairs are made with due diligence. The Commission shall if practicable notify the County of the interruption, the reason for it and the estimated time it will take to make emergency repairs. Other repairs, maintenance, alterations, replacements and improvements shall be made at reasonable times so as to minimize the interference with operations. The Commission shall have no responsibility or liability whatsoever for failure to supply heat, air conditioning, elevator, plumbing or electric service when prevented from doing so by strikes, accidents or by any other cause beyond the Commission's control or by laws, orders or regulations of any Federal, State or municipal authority, or failure of the County to agree to pay the additional rentals that may be needed to supply such services. The County hereby expressly waives the right to make repairs at the expense of the Commission, which right may be provided for in any statute or law in effect at the time of the execution of this Lease or any statute or law which may thereafter be enacted.

Section 18. Budget; Payment of Expenses.

A. On or before ninety (90) days preceding the first day of each Fiscal Year as fixed by the Bond Resolution, the Commission shall prepare and adopt a budget setting forth in reasonable detail its estimated expenses for performing its obligations hereunder with respect to the operation and maintenance of the Facilities for the ensuing fiscal year. Said budget shall show such detail by individual facility and in total. Immediately upon the adoption of said budget, the Commission shall file with the County a certified copy thereof.

B. The County shall pay to the Commission as additional rent on November 1 of each year the amount set forth in the budget for such year. If the amount of such expense budget in any fiscal year exceeds the sum paid by the County for expenses for such year, the following designated procedure may be used by the Commission in paying the cost of operation and maintenance of the Facilities during the ensuing fiscal year:

(1) If the Commission shall find that there is on deposit in the Surplus Account an amount sufficient to offset in whole or in part such deficiency, which amount may justifiably be used and applied for the payment of such operation and maintenance expense, and giving due consideration to the estimated future requirements for withdrawals from such fund, the Commission, in its sole discretion may use such surplus, or any part thereof, to offset said deficiency in accordance with the terms of the Bond Resolution.

(2) By mutual agreement between the County and the Commission, the extent and/or frequency of any of the operation and maintenance services may be altered to such extent as may appear necessary to effect a balance between the cost of such services and said available sum, taking into consideration the amount, if any, available in such fiscal year from the Surplus Account as provided in (1) above.

(3) The Commission may continue to provide all of the services if the County, by proper action of its County Board, shall appropriate and agree to pay to the Commission during the ensuing fiscal year as additional rental, over and above the stated Rent for such fiscal year specified in Section 5 hereof, a sum equal to the amount necessary therefore.

(4) If, on or before ten (10) days prior to the beginning of any fiscal year, it appears that additional moneys will not be available to the Commission to offset the apparent deficiency, either from the Surplus Account or from additional rentals payable by the County, then the Commission shall reduce its budget of operating and maintenance expenses and during the ensuing fiscal year appropriately reduce the services to be supplied in accordance with this Lease.

C. If in any fiscal year the rental payments herein provided for are insufficient to provide the funds necessary for the Commission to perform its obligations hereunder with respect to operation and maintenance of the Facilities to the extent provided in the budget adopted for said fiscal year, failure by the Commission to maintain and operate the Facilities to the extent provided for in said budget shall not constitute a default under the terms of this Lease, but in such case the Commission shall provide in its sole discretion such essential services as can be had by the use of such funds as may be available for that purpose. However, the terms and

conditions of this Lease, including without limitation the rent payments hereunder as set forth in Section 5 above, shall remain in full force and effect and continue to remain in full force and effect notwithstanding the fact that any or all of the Facilities may be untenable or unsuitable for the County's purposes for any reason whatsoever.

Section 19. Occupancy During Construction.

The County agrees that if the County is in occupancy of any part of the Facilities during the period of construction of the Project, it shall give full access to and cooperate with each contractor engaged in constructing, improving and equipping the Project and shall permit the Commission and its agents at all reasonable times to enter and inspect such construction, improving and equipping.

Section 20. Insurance.

A. The Commission will maintain a policy or policies of insurance against builders' risk during the constructing, improving and equipping of the Project. The Commission will procure, or cause the County to procure on behalf of the Commission, such insurance coverage against physical loss or damage to the Facilities, including without limiting the generality of the foregoing, fire and extended coverage, vandalism, malicious mischief, and against other risks as may be deemed necessary or advisable by the Commission, with such exceptions as are ordinarily required by insurers of facilities of similar type, in an amount equal to the full replacement value thereof; provided, however, that the requirement to maintain insurance as hereinabove set forth may be waived by the express agreement of the County in writing approved by the Commission, to assume any and all liability and risks of every kind and nature against physical loss or damage to the Facilities; and provided, further, that the waiver of such insurance requirement shall not release or diminish the obligation of the County to pay the annual rentals in the amounts hereunder set forth in Section 5 hereof. The Commission will not carry insurance of any kind with respect to furniture or furnishings or on any fixtures, equipment, improvements or appurtenances owned by the County or leased by the County from other than the Commission and located in the Facilities; and the Commission shall not be obligated to repair any damage thereto resulting from fire or other casualty or to replace the same if destroyed by fire or other casualty. All such policies shall be for the benefit of the Commission and shall be made payable to the Commission. The Commission shall have the sole right to receive the proceeds of such insurance and to receipt for and settle claims thereunder. The proceeds of any and all such insurance shall be held by the Commission as security for the Bonds until paid out as hereinafter provided. The proceeds of all insurance referred to in this paragraph of this Section received by the Commission during the constructing, improving and equipping of the Project shall be held by the Commission, credited to the Construction Account, and shall be available for and disbursed by the Commission in the manner and on the showings provided in the Bond Resolution for payments from the Construction Account. The proceeds of all insurance referred to in this paragraph after the constructing, improving and equipping of the Project has been fully completed, shall be credited to a special account (hereinafter referred to as the "Insurance Account"), and, subject to the provisions of the Bond Resolution, said proceeds shall be available for, and shall to the extent necessary be applied to, the repair, replacement, or reconstruction of the damaged or destroyed property, and shall be disbursed in the manner and upon the showings so far as reasonably applicable, provided in the Bond Resolution for payments from the Construction Account. If such proceeds are more than sufficient for such purpose, the balance remaining shall be by order of the Board deposited to the credit of the

Surplus Account. If such proceeds shall be insufficient for such purpose, then the deficiency shall be supplied by the Commission from any moneys available for that purpose in the Surplus Account under the Bond Resolution.

The Commission covenants that, in the case of any substantial damage to or destruction of any part of the Facilities, it will use reasonable efforts to cause the Facilities to be renewed, replaced or reconstructed to the extent possible from the proceeds of insurance and other moneys available for such purpose.

B. The Commission will procure, or cause the County to procure on behalf of the Commission:

(1) Such worker's compensation or employers' liability insurance, covering its employees, as may be deemed necessary or advisable under law.

(2) Public and other liability insurance of such character and amount (if any) as shall be adequate, in the judgment of the Commission (if obtainable at a cost acceptable to the Commission), to insure the Commission against risks (if any) to which it may reasonably be or become subject to in leasing the Facilities, but the Commission shall not be required to maintain any such insurance to the extent such insurance is carried for its benefit by any other person operating any part thereof or by contractors. The proceeds of any such insurance not applied directly in settlement of such liability shall be credited to the Surplus Account in case of risks to which the Commission is subject in its operation, or credited to the Insurance Account, as the case may be.

C. All costs of insurance procured by the Commission shall be either a capital cost of constructing and equipping the Project (such as builders' risk) and thereby chargeable to the Construction Account or a cost of operation and maintenance payable as provided in Section 8 of this Lease.

D. The Commission will maintain and keep proper books of record and account, separate from all other records and accounts, in which shall be made full and correct entries of all transactions relating to the ownership of the Facilities. Not later than 180 days after the close of each fiscal year, the Commission will cause to be prepared a statement in reasonable detail, sworn to by its Treasurer, showing the Commission's income and disbursements as owner of the Facilities during such fiscal year, the assets and liabilities of the Facilities at the beginning and close of the fiscal year, and such other information as is necessary to enable the County to be fully informed as to all matters pertaining to the financial operation of the Commission as owner of the Facilities during such year. Certified copies of such statement shall be filed with the County. Such statement and books of record and account shall at all reasonable times be open to inspection by the County.

The Commission will also cause an annual audit of such books of record and account for the preceding fiscal year to be made by an independent certified public accountant, and will make such audit available for inspection by the County.

Section 21. Indemnity.

The County shall indemnify, keep and save harmless the Commission, its architects, agents, officials, employees, successors and assigns against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses which may in any way accrue against the Commission because of the acts or omissions of the County, its licensees, agents, officials, sublessees, employees, contractors or invitees. The County shall appear, defend and pay all charges and costs or expenses arising therefrom or incurred in connection therewith and if any judgment shall be rendered against the Commission in any such action, the County shall satisfy and discharge same.

Section 22. Net Lease; Noncancellable.

This Lease shall be deemed and construed to be a net lease, noncancellable by the County during the term hereof, and the County shall pay, subject only to Section 5 of this Lease, to the Commission absolutely net throughout the term of this Lease, the Rent and all other payments required hereunder, free of any deductions, without abatement, deduction or setoff for any reason or cause whatsoever including, without limiting the generality of the foregoing:

(a) the failure, from whatsoever cause, to complete the Project or the failure from whatsoever cause of the Project to comply in any respect or respects with the Plans;

(b) any damage to or destruction of the Facilities or any part thereof, or any delay, interruption or prevention from any cause whatsoever of the use or occupancy of the Facilities or any part thereof, and whether or not resulting from any act of God or the public enemy, or from any restriction or requirement of law, ordinance, rule or regulation of any public body or authority, State or Federal, having jurisdiction in the premises (whether such restrictions or requirements relate to the use or occupancy of any or all of the Facilities, structures, improvements and equipment thereon or therein, or otherwise);

(c) any failure of or any defect in the Commission's title to the Sites or the Facilities whether or not such failure or defect interferes with, prevents or renders burdensome the use or occupancy of the Facilities or any part thereof;

(d) any failure in whole or in part of the Commission to obtain and maintain the insurance which is provided to be maintained by the Commission under the Lease; and

(e) any failure in whole or in part of the Commission to perform all or any of its other obligations, expressed or implied, to or for the benefit of the County, whether such obligations are provided for in this Lease, result from operation of law, or are provided for in or result from some other contract or agreement at any time or from time to time entered into between the Commission and the County or either of them.

Section 23. Assignment and Subletting.

The leasehold rights, duties and obligations of the County under this Lease shall not be assigned or sublet in whole or in part during the term of this Lease or while any Bonds are outstanding and unpaid, unless provision has been made for the payment thereof and the

obligations of the Commission under the Bond Resolution have been discharged in accordance with the provisions thereof, except that the County may sublease all or part of the Facilities if the Commission agrees to such sublease in its sole and absolute discretion and if such sublease is permitted by law, and the various covenants relating to tax exemption made with respect to the Bonds as described in the Bond Resolution; provided, however, that any such sublease shall not result in any reduction of the Rent required to be made to the Commission by the County pursuant to this Lease. Notwithstanding any such sublease, the County shall remain liable for all amounts payable by it hereunder. No such sublease shall be entered into which would in any way adversely affect the tax-exempt status under Section 103 of the Internal Revenue Code of the interest payable on any of the Bonds. The Commission may not assign its duties hereunder without consent of the County, but the Commission may assign its rights to the Rents and all rights of enforcement as against the County to a trustee or agent for the benefit of any Bonds.

Section 24. Additional Bonds; Lease Addendum.

As provided in various provisions of this Lease, additional revenue bonds (“Additional Bonds”) may be issued by the Commission for the Facilities and, further, for the Commission for the purposes and on the conditions so stated. Such Additional Bonds may be issued pursuant to an addendum, supplement, amendment, substitution or restatement (by any such name, a “Lease Addendum”) of this Lease providing for payment of the Additional Bonds either from additional rent or from some portion of the rent already provided hereunder upon determination that such portion is from rent amounts not required for payment of Bonds or for reasonably anticipated costs of operation and maintenance and will not result in any default or nonperformance under the Bond Resolution. A Lease Addendum may add further terms or security for Additional Bonds not in derogation of the existing rights of Bondholders. A Lease Addendum may refer to this Lease and incorporate its provisions.

Section 25. Other Covenants and Undertakings.

A. The County acknowledges that certain representations and covenants will be required of it in connection with the tax-exempt status of interest on the Bonds under Section 103 of the Internal Revenue Code and, if applicable, “qualified tax-exempt bond” status of the Bonds, and represents that such tax representations and covenants have been authorized.

B. The County represents and covenants that it has had proper notice and hearing on this Lease as required in the Act and also the Bond Issue Notification Act of the State of Illinois,

Section 26. The Existing Lease.

At the time of the execution and delivery hereof, this Lease shall supplement the Existing Lease with respect to leasing of the Facilities.

Section 27. Miscellaneous.

A. This Lease shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns, subject to the terms and provisions hereof, and shall also inure to the benefit of the owners of any Bonds as their interests may appear.

B. No portion of the funds paid by the County pursuant hereto to the Commission shall be used for any purpose inconsistent with the conditions of the Bond Resolution and this Lease.

C. Amendments hereof or Lease Addendums shall be made upon the written agreement of the County and the Commission subject to the provisions of the Bond Resolution.

D. Any notice necessary or proper to be given to any of the parties hereto shall be served to the Commission or the County, as the case may be, at such address as the Commission or the County may have last furnished the Commission or the County in writing or until a different address shall be so furnished, by mailing the same as aforesaid, addressed, as the case may be as follows:

Chairman  
Public Building Commission of Williamson County  
Williamson County Administration Building  
407 N. Monroe Street  
Marion, Illinois 62959

County Chairman  
The County of Williamson  
Williamson County Administration Building  
407 N. Monroe Street  
Marion, Illinois 62959

E. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect or any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

F. All words and phrases defined in the Bond Resolution shall have the same meaning in this Lease, unless the context or use clearly indicates a different meaning intended.

G. This Lease may be executed in several counterparts, each of which shall be considered as an original.

H. The Commission has been represented by attorney Amanda Byassee-Gott and the County has been represented by Williamson County State's Attorney Charles R. Garnati with regard to the transactions described in this Lease, the Bond Resolution and the Ordinance. The County and the Commission understand and agree that (i) Hart, Southworth & Witsman has been engaged by and solely represents the Commission in this transaction, (ii) Bond Counsel's engagement by the Commission is limited in scope, (iii) Bond Counsel's opinion is limited as provided in such opinion and expresses no opinion on the amount of PTELL's limitation upon the County's tax levies provided in the Ordinance or likelihood of the County to collect the levy of the annual taxes provided in the Ordinance, (iv) Bond Counsel has an attorney-client relationship with the Commission and not with County, and (v) the County and the Commission have and will refer to their own respective general or special counsel as necessary.

IN WITNESS WHEREOF, the Commission by authority of its Board of Commissioners, has caused the corporate seal of the Commission to be affixed hereto and this Lease to be signed in its name by the Chairman of said Board of Commissioners and to be attested by the Secretary

of said Board of Commissioners, and the County, by authority of the County Board of said County, has caused its corporate seal to be affixed hereto and this Lease to be signed in its name by the Chairman of the County Board and to be attested by the County Clerk, as of the day and year first above written.

PUBLIC BUILDING COMMISSION OF  
WILLIAMSON COUNTY, ILLINOIS

By: *Douglas E. Wilton*  
Chairman

(SEAL)

Attest:

*Michael Cutti*  
Secretary

THE COUNTY OF WILLIAMSON, ILLINOIS

By: *Ronald H. Ellis*  
Chairman

(SEAL)

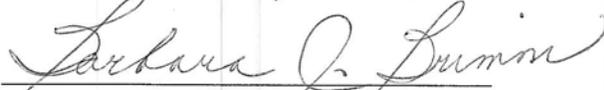
Attest:

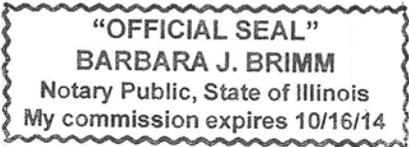
*Amanda Barnes*  
County Clerk

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF WILLIAMSON            )

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that Doug Williams and Mike Cerutti, personally known to me to be respectively the Chairman and Secretary of the Public Building Commission of Williamson County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Chairman and Secretary, they signed and delivered the said instrument and caused the seal of the Public Building Commission of Williamson County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the Public Building Commission of Williamson County, Illinois, pursuant to authority and direction of the Board of Commissioners of the Public Building Commission of Williamson County, Illinois, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this Noyember 22, 2013

  
\_\_\_\_\_  
Notary Public



SCHEDULE A  
LEGAL DESCRIPTION OF COURTHOUSE SITE

**PARCEL O**

Beginning at the Southwest corner of Lot Two (2) in Block One (1) in J. T Organs First Addition to the City of Marion, Illinois, and running thence generally North along the West lot line of said Lot Two (2) and Lot Three (3) in Block One (1) in said J. T. Organ's First Addition and from the Northwest corner of said Lot Three (3) running generally North to the nearest point on the South right of way line of the Missouri Pacific Railroad; thence running West along and with said South right of way line of the Missouri Pacific Railroad to its point of intersection with the East line of North Monroe Street in the City of Marion, Illinois; thence running South along and with the East line of North Monroe Street to its point of intersection with the North line of West Jefferson Street in the City of Marion, Illinois; thence running East along and with the North line of East Jefferson Street to the point of beginning, being otherwise formerly known as the Washington School Property in the City of Marion, Illinois.

Parcel Number: 06-13-480-014

**PARCEL I**

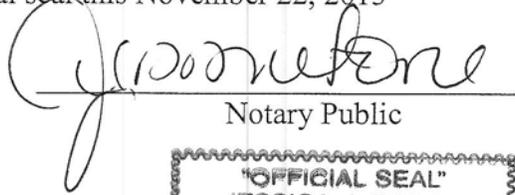
Lots One (1), Two (2), Three (3) and Four (4) in Block One (1) in James T. Organ's Addition to Marion, Illinois, also known as J. T. Organ's Addition to the City of Marion, Illinois. (EXCEPT that portion heretofore dedicated to the City of Marion for highway purposes)

Parcel Number 06-13-480-001

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF WILLIAMSON            )

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that Ron Ellis and Amanda Barnes personally known to me to be respectively the Chairman and County Clerk of The County of Williamson, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Chairman and County Clerk, they signed and delivered the said instrument and caused the seal of The County of Williamson, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of The County of Williamson, Illinois pursuant to authority and direction of the County Board of The County of Williamson, Illinois, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this November 22, 2013

  
\_\_\_\_\_  
Notary Public



SCHEDULE B  
LEGAL DESCRIPTION OF ADMINISTRATIVE BUILDING SITE

**PARCEL N.**

A tract of land in the Southeast Quarter of Section Thirteen (13), Township Nine (9) South, Range Two (2) East of the Third Principal Meridian, Williamson, County, Illinois, more particularly described as beginning at the intersection of a southerly extension of the East right of way of North Monroe Street with a line that lies parallel with and 10.00 feet normally distant southerly from the centerline of the grantors former main tract, said point being marked by a roof bolt set; thence running easterly, parallel to the said centerline a distance of 66.66 feet to a roof bolt set on a line that lies parallel and/or concentric with and 8.50 feet normally distant southwesterly from the centerline of the grantors former house track; thence southeasterly parallel and/or concentric with the said centerline a chord distance of 149.81 feet to a roof bolt; thence running South, parallel to the Easterly right of way of said North Monroe Street a distance of 107.94 feet to a roof bolt; thence running Westerly, parallel to the centerline of the said main line track a distance of 215.35 feet to a roof bolt on the Easterly right of way of said North Monroe Street; thence running Northerly along the said East right of way a distance of 135 feet to the point of beginning, containing 0.92 acres, more or less, therein.

Parcel Number; 06-13-480-017

**PARCEL A:**

A tract or parcel of land out of Assessment Lot Four (4) in the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Thirteen (13), Township Nine (9) South, Range Two (2) East of the Third Principal Meridian in the City of Marion, Williamson County, Illinois, as shown on Plat for Assessment purposes recorded in Book 11 page 146 of the Deed Records of Williamson County, Illinois, and being more particularly described as follows:

Commencing at the intersection of the South line of said Lot Four (4), being the South line of said Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Thirteen (13), with the East right of way line of North Monroe Street, said point being the Northwest corner of Assessment Lot One (1) or School Lot in the Southeast Quarter of the Southeast Quarter of said Section Thirteen (13); thence Northwardly, along said East right of way line of North Monroe Street, 30 feet for the point of beginning; thence continue Northwardly along said East right of way line of North Monroe Street, 80 feet, more or less to the Illinois Central Gulf Railroad Company's Southerly right of way line, being the common line between Assessment Lots Three (3) and Four (4) in said Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Thirteen (13), thence Eastwardly, along said Southerly right of way line, 200 feet, more or less to an intersection with a Northerly extension of the West line of Block 2 of James T. Organ's Addition to Marion, Illinois, as shown on plat thereof recorded in Book N, page 393 of the Deed Records of Williamson County, Illinois, thence Southwardly along the Northerly extension of the West line of said Block Two (2), 100 feet, more or less, to a point 20 feet North of the Northwest corner of said Block Two (2) being in the South line of said Northeast Quarter (NE ¼) of the Southeast Quarter of Section Thirteen (13); thence Westwardly, by a straight line, 200 feet, more or less, to the point of beginning, containing 18,000 square feet, more or less.

Parcel Number: 06-13-480-005

**PARCEL B:**

A tract or parcel of land out of Assessment Lot Four (4) in the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Thirteen (13), Township Nine (9) South, Range Two (2) East of the Third Principal Meridian in the City of Marion, Williamson County, Illinois, as shown on Plat for Assessment purposes recorded in Book 11 page 146 of the Deed Records of Williamson County, Illinois, and being more particularly described as follows:

Commencing at the intersection of the South line of said Lot Four (4), being the South line of said Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Thirteen (13), with the East right of way line of North Monroe Street, said point being the Northwest corner of Assessment Lot One (1) or School Lot in the Southeast Quarter of the Southeast Quarter of said Section Thirteen (13); thence Northwardly, along said East right of way line of North Monroe Street, 30 feet to the Southwesterly corner of an 18,000 square foot tract of land conveyed by Missouri Pacific Railroad Company to Robert H. Tate by deed dated December 13, 1976; thence Eastwardly, along the Southerly line of said 18,000 square foot tract, 200 feet, more or less, to the Southeasterly corner of said 18,000 square foot tract, said point being in a Northerly extension of the West line of Block Two (2) in James T. Organ's Addition to Marion, Illinois, as shown on the plat thereof recorded in Book N, page 393 of the Deed Records of Williamson County, Illinois, and Twenty (20) feet North of the Northwest corner of said Block Two (2); thence Southwardly along said extension of the West line of said Block Two (2), 20 feet to the Northwest corner of said Block Two (2), said point being in the South line of said Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 13; thence Westwardly, along said South line, 200 feet, more or less, to the point of beginning, containing 5,000 square feet, more or less.

Parcel Number: 06-13-480-004

CERTIFICATE

I, Amanda Barnes, County Clerk of The County of Williamson, Illinois (the "County") hereby certify that the foregoing Ordinance entitled: "ORDINANCE AUTHORIZING A LEASE AGREEMENT WITH THE PUBLIC BUILDING COMMISSION OF WILLIAMSON COUNTY, ILLINOIS AND PROVIDING FOR THE LEVY OF TAXES AND FOR THE PAYMENT OF RENT THEREUNDER" (the "Ordinance") is a true copy of an original ordinance which was duly adopted by the recorded affirmative votes of a majority of the members of the County Board of the County (the "County Board") at a meeting thereof which was duly called and held in compliance with the Open Meetings Act on November 7, 2013, and at which a quorum was present and acting throughout, and that such copy has been compared by me with the original Ordinance signed by the Chairman of the County Board on November 7, 2013 and recorded in the books of the County Board and that it is a correct transcript thereof and of the whole of such Ordinance, and that such Ordinance has not been altered, amended, repealed or revoked, but is in full force and effect.

I do further certify that the deliberations of the County Board on the adoption of the Ordinance were taken openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice containing the agenda for said meeting was duly given to all of the news media requesting such notice, that said notice was posted at the location where said meeting was held and at the principal office of the County Board at least 48 hours in advance of the holding of said meeting, and that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, the Local Government Debt Reform Act of the State of Illinois, as amended, and the Counties Code of the State of Illinois, as amended, and that the County Board has complied with all of the applicable provisions of said Acts and Code and with all of the procedural rules of the County Board.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of The County of Williamson, Illinois this December 3, 2013.

(SEAL)

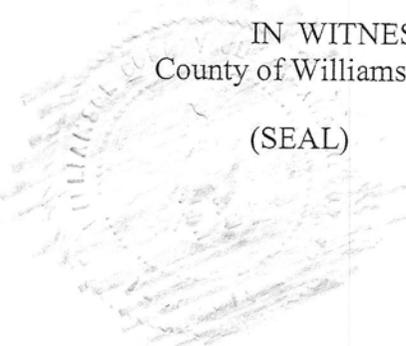
  
Amanda Barnes  
County Clerk

EXHIBIT A

Commissioner Mano moved and Commissioner Gentry seconded the motion that said ordinance as presented and read be adopted.

After discussion thereof, including a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, the Chairman directed that the roll be called for a vote upon the motion to adopt the ordinance as presented.

Upon the roll being called, the following Commissioners voted AYE: Ellis,  
Gentry, Mano

The following Commissioners voted NAY: ⊙

The following Commissioners ABSTAINED: ⊙

WHEREUPON the Chairman declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the County Clerk to record the same in full in the records of the County Board.

\* \* \*

(Other Business)

Other business not pertinent to the lease was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

(SEAL)

Amanda Barnes  
County Clerk

## CERTIFICATION OF ORDINANCE AND MINUTES

I, Amanda Barnes, do hereby certify that I am the duly qualified and acting County Clerk of The County of Williamson, Illinois (the "County"), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the County and of the County Board of the County (the "County Board").

I do further certify that the foregoing constitutes a true, complete and correct transcript of the minutes of the legally convened special meeting of the County Board held on November 7, 2013, insofar as same relates to the adoption of an ordinance entitled:

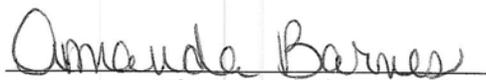
ORDINANCE AUTHORIZING A LEASE AGREEMENT WITH THE  
PUBLIC BUILDING COMMISSION OF WILLIAMSON COUNTY,  
ILLINOIS AND PROVIDING FOR THE LEVY OF TAXES AND FOR  
THE PAYMENT OF RENT THEREUNDER

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting (the "Ordinance").

I do further certify that the deliberations of the County Board on the adoption of said Ordinance were taken openly; that the vote on the adoption of said Ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all members of the County Board and all of the news media requesting such notice at least 48 hours in advance of the holding of said meeting; that the attached agenda for said meeting is a true and accurate copy of the agenda that was posted at the principal office of the County Board and at the location where said meeting was held at least 48 hours in advance of the holding of said meeting; that said agenda contained a specific item relating to adoption of said Ordinance; that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Counties Code, as amended; and that the County Board has complied with all of the applicable provisions of said Act and said Code and their procedural rules in the adoption of said Ordinance.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and affixed the seal of The County of Williamson, Illinois this December 3, 2013.

(SEAL)

  
County Clerk

MINUTES of the special public meeting of the County Board of The County of Williamson, Illinois, held on the Second Floor of the County Administration Building, 407 North Monroe Street, Marion, Illinois, at 9:15 a.m., on November 7, 2013.

The Chairman of The County of Williamson, Illinois called the meeting to order and directed the County Clerk to call the roll. Upon the roll being called, the Chairman Ron Ellis and the following Commissioners answered present: Brent Gentry and Jim Marlo

The following Commissioners were absent: None

*(Other Business)*

The Chairman then announced that the County Board would next consider an ordinance providing for the approval of a Multiple Facilities Lease Agreement with The Public Building Commission of Williamson County, Illinois and a tax levy to pay annual rent under the lease.

Thereupon, the Chairman presented, and the County Clerk included in the record, the following ordinance: