

**CITY OF MATTOON, ILLINOIS**  
**CITY COUNCIL AGENDA**  
**Wednesday - January 2, 2013**  
**5:30 P.M.**

**5:30 PM BUSINESS MEETING**

Pledge of Allegiance

Roll Call

Electronic Attendance

**CONSENT AGENDA:**

*Items listed on the Consent Agenda are considered to be routine in nature and will be enacted by one motion. No separate discussion of these items will occur unless a Council Member requests the item to be removed from the Consent Agenda. If an item is removed from the Consent Agenda, it will be considered elsewhere on the agenda for this meeting. Prior to asking for a motion to approve the Consent Agenda, the Mayor will ask if anyone desires to remove an item from the Consent Agenda for public discussion.*

1. Minutes of the Regular meeting December 18, 2012
2. Bills and Payroll for the last half of December, 2012

**PRESENTATIONS, PETITIONS AND COMMUNICATIONS**

*This portion of the City Council meeting is reserved for persons who desire to address the Council. The Illinois Open Meetings Act mandates that the City Council may NOT take action on comments received on matters that have not been identified on this agenda, but the Council may direct staff to address the topic or refer the matter for action on the agenda for another meeting. Persons addressing the Council are requested to limit their presentations to three minutes and to avoid repetitious comments; and state your name for the record as well as stand when speaking.*

- Public comments/presentations and non-agenda items

**NEW BUSINESS**

1. Motion – Adopt Special Ordinance No. 2013-1508: Approving the rezoning of 4121 DeWitt Avenue from Residential (R-1) to Industrial (I). (Scott Kersten of Rural King – Petitioner) (Gover)
2. Motion – Adopt Special Ordinance No. 2013-1509: Granting a variance from landscaping requirements along the rear and side property lines; and denying a variance from paved parking requirements to property located at 4121 DeWitt Avenue. (Scott Kersten of Rural King – Petitioner) (Gover)
3. Motion – Adopt Special Ordinance No. 2013-1510: Approving the side letter agreement between the City of Mattoon and the Mattoon Firefighters Association Local 691 with regards to the

manner in which the next promotional cycle is administered. (Hall)

4. Motion – Adopt Resolution No. 2013-2876: Authorizing an updated Flexible Benefits Plan (FSA) administered by OptumHealth Financial Services. (Gover)
5. Motion – Approve Council Decision Request 2013-1383: Authorizing the purchase of one 2013 Ford Explorer Police Interceptor squad car from Pilson Auto Center of Mattoon for the Mattoon Police Department. *This vehicle will be purchased with restricted DUI funds.* (Gover)
6. Motion – Approve Council Decision Request 2013-1384: Authorizing the promotion of Samuel D. Gaines to rank of Sergeant in the Mattoon Police Department effective January 3, 2013. (Gover)

**DEPARTMENT REPORTS:**

CITY ADMINISTRATOR/ COMMUNITY DEVELOPMENT  
CITY ATTORNEY  
CITY CLERK  
FINANCE  
PUBLIC WORKS  
FIRE  
POLICE

**COMMENTS BY THE COUNCIL**

**Adjourn**

# CONSENT AGENDA ITEMS:

## UNAPPROVED MINUTES:

### Regular Meeting – December 18, 2012

The City Council of the City of Mattoon held a regular meeting in the City Hall Council Chambers on December 18, 2012.

Mayor Gover presided and called the meeting to order at 6:30 p.m.

Mayor Gover led the Pledge of Allegiance.

The following members of the Council answered roll call physically present: Absent Commissioner Bob Becker, YEA Commissioner Randy Ervin, YEA Commissioner Rick Hall, YEA Commissioner Chris Rankin, and YEA Mayor Tim Gover.

Also physically present were City personnel: Interim City Administrator Kyle Gill, City Attorney Janett Winter-Black, Finance Director/Treasurer Beth Wright, Public Works Director Dean Barber, Fire Chief Tony Nichols, Police Chief Jeff Branson, and City Clerk Susan O'Brien.

### CONSENT AGENDA

Mayor Gover seconded by Commissioner Hall moved to approve the consent agenda consisting of minutes of the regular meeting December 4, 2012; and bills and payroll for the first half of December, 2012.

#### Bills and Payroll for the first half of December, 2012

##### General Fund

Payroll		\$ 242,914.21
Bills		<u>\$ 559,667.94</u>
	Total	\$ 802,582.15

##### Hotel Tax Administration

Payroll		\$ 2,250.91
Bills		<u>\$ 3,213.85</u>
	Total	\$ 5,464.76

##### Festival Management

Bills		<u>\$ 2,352.59</u>
	Total	\$ 2,352.59

##### Insurance & Tort Judgment

Bills		<u>\$ 277,310.99</u>
	Total	\$ 277,310.99

##### Midtown TIF Fund

Bills		<u>\$ 2,430.89</u>
	Total	\$ 2,430.89

##### Capital Project Fund

Bills		<u>\$ 6,718.92</u>
	Total	\$ 6,718.92

##### Broadway East Bus Dist

Bills		<u>\$ 1,937.26</u>
-------	--	--------------------

		Total	\$ 1,937.26
	<b><u>Water Fund</u></b>		
Payroll			\$ 32,917.23
Bills			<u>\$ 37,334.56</u>
		Total	\$ 70,251.79
	<b><u>Sewer Fund</u></b>		
Payroll			\$ 33,261.89
Bills			<u>\$ 36,429.99</u>
		Total	\$ 69,691.88
	<b><u>Heath Insurance Fund</u></b>		
Bills			<u>\$ 98,262.04</u>
		Total	\$ 98,262.04
	<b><u>Motor Fuel Tax</u></b>		
Bills			<u>\$ 18,207.20</u>
		Total	\$ 18,207.20

Mayor Gover opened the floor for discussion, but there was no further discussion.

Mayor Gover declared the motion to approve the consent agenda carried by the following vote: Absent Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

**PRESENTATIONS, PETITIONS AND COMMUNICATIONS:**

- Public comments/presentations and non-agenda items

Mayor Gover opened the floor for public discussion. There were no comments from the public.

**NEW BUSINESS**

Commissioner Hall seconded by Commissioner Ervin moved to adopt Ordinance No. 2012-5359, amending the municipal code to abolish the Festival Management Committee and rename the Tourism Coordinator position to Tourism & Arts Director.

**CITY OF MATTOON, ILLINOIS  
ORDINANCE NO. 2012-5359**

**AN ORDINANCE AMENDING THE MUNICIPAL CODE TO REFLECT CHANGES BY  
ABOLISHING THE FESTIVALS MANAGEMENT COMMITTEE AND RENAMING THE  
POSITION OF TOURISM COORDINATOR TO TOURISM AND ARTS DIRECTOR**

**WHEREAS**, there now exists the Festival Management Committee within the City of Mattoon; and,

**WHEREAS**, the Festivals Management Committee functions will now be handled by the Tourism Committee; and

**WHEREAS**, there now exists the position of Tourism Coordinator within the City of Mattoon; and,

**WHEREAS**, the position of Tourism Coordinator continues to grow with the Arts Council in planning, supervising, coordinating and implementing special tourism and arts events; and,

**WHEREAS**, the City Council for the City of Mattoon, Coles County, Illinois, deems that it is in the interest of the City of Mattoon to manage, coordinate, and implement Mattoon’s tourism and arts programming while promoting the City as a destination for visitors; and,

**WHEREAS**, the City Council for the City of Mattoon, Coles County, Illinois, deems that it is in the interest of the City of Mattoon, to rename the position of Tourism Coordinator to Tourism and Arts Director; and,

**WHEREAS**, the renaming of the position does not change the Arts Council Regulations, however does bring the position into a collaboration role of Tourism and Arts.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MATTOON, COLES COUNTY, ILLINOIS**, as follows:

**Section 1. Recitals.** The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**Section 2. Amendments.** Section 32.17, Section 36.54 (C), Section 36.54 (E), and Section 33.065 (B) (2) of the Code of Ordinances of the City of Mattoon are hereby repealed. Sections 36.54 (C), Section 36.54 (E), and Section 33.065 (B) (2), as hereafter amended, are reenacted as follows:

**§ 36.54 USE OF RECEIPTS.**

(C) The Tourism and Arts Director submits requests for appropriation of Hotel/Motel Tax funds as recommended by the Tourism Advisory Committee. The City Administrator uses the request of the Committee as the starting point for formulating a tentative budget. The tentative budget is published and made conveniently available for public inspection for at least ten days prior to the passage of the budget. Not less than one week after the publication of the tentative budget and prior to final action on the budget, the City Council holds at least one public hearing, after which hearing or hearings, the budget may be further revised and passed without any further inspection, notice or hearing. Notice of the budget hearing is given by publication in a newspaper having a general circulation in the municipality at least one week prior to the time of the hearing.

(E) The Tourism and Arts Director is responsible for managing expenditures within limits established by the approved budget. No person shall obligate hotel/motel tax funds for any purpose unless the Tourism and Arts Director has given prior approval as to budget and account coding by signing a source document authorizing the transaction. Expenditures greater than \$5,000 require signature approval of the City Administrator. The Tourism and Arts Director may authorize expenditures exceeding individual line item amounts in the approved budget with the prior approval of the Departmental Commissioner, but formal City Council approval at a regular or special meeting shall be required in all of the following circumstances:

- (1) For any deviation that would increase the number of full or part-time positions authorized by the budget;
- (2) For any deviation from the approved budget that will exceed the “bottom line” established for total expenditures for the Hotel/Motel Tax Fund;
- (3) For any deviation from the approved budget that will transfer money between funds; and
- (4) For expenditures valued greater than \$10,000, regardless if the project or program has been authorized in the approved budget.

**§ 33.065 ARTS COUNCIL REGULATIONS.**

(B) Council Board of Directors.

(2) *Membership.* Directors of the Arts Council are appointed by the Mayor of the city with confirmation by the City Council, from the nominations of the Arts Council Board of Directors. The Board will consist of 11 voting members, at least six of whom shall be residents of the city. The City Administrator, the City Council member overseeing the Arts Council and the Tourism and Arts Director will serve as ex officio (non-voting) members of the Board.

**Section 3.** This ordinance shall be effective upon the day of its adoption and approval by the City Council. The Clerk is hereby directed to publish this Ordinance in pamphlet form.

**Section 4.** This ordinance shall be effective upon its approval as provided by law.

Upon motion by Commissioner Hall, seconded by Commissioner Ervin, adopted this 18<sup>th</sup> day of December, 2012, by a roll call vote, as follows:

AYES (Names): Commissioner Ervin, Commissioner Hall  
Commissioner Rankin, Mayor Gover  
NAYS (Names): None  
ABSENT (Names): Commissioner Becker

Approved this 18th day of December, 2012.

/s/ Timothy D. Gover  
Timothy D. Gover, Mayor  
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

/s/ Susan J. O'Brien  
Susan J. O'Brien, City Clerk

/s/ Janett S. Winter-Black  
Janett S. Winter-Black, City Attorney

Recorded in the Municipality's Records on December 18, 2012.

Mayor Gover opened the floor for discussion, resulting with no further discussion.

Mayor Gover declared the motion carried by the following vote: Absent Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

Commissioner Ervin seconded by Commissioner Rankin moved to adopt Special Ordinance No. 2012-1507, levying taxes for all corporate purposes for the fiscal year beginning May 1, 2012 and ending April 30, 2013.

---

**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2012 -1507**

**AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE PURPOSES FOR THE CITY OF MATTOON, COLES COUNTY, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2012 AND ENDING APRIL 30, 2013**

**BE IT ORDAINED** by the Mayor and City Council of the City of Mattoon, Coles County, Illinois:

**Section 1. Assumed Equalized Assessed Valuation.** The corporate authorities have assumed the Equalized Assessed Valuation (EAV) of property within the municipality will increase from \$190,483,603 to \$199,912,541, four and ninety-five tenths percent (4.95%) over the previous fiscal year.

**Section 2. Tax Levy.** The amount hereinafter set forth, or so much thereof as may be authorized by law, and the same are hereby levied upon all property subject to taxation within the municipality as that property is assessed and equalized for the current year, to defray expenses and liabilities for the City of Mattoon, Coles County, Illinois, for the fiscal year beginning May 1, 2012 and ending April 30, 2013. The total property tax levy extension is attached hereto and marked as “Exhibit A” and incorporated herein by reference.

**Section 3. Maximum Rates for Certain Services.** If the equalized assessed value of the municipality ends up lower or higher than the value anticipated by this ordinance, the Coles County Clerk is petitioned to levy the maximum property tax rate authorized by law for General Corporate, Police Protection and Fire Protection.

**Section 4. Tax Abatement for General Obligation Bonds.** Since alternative revenue sources will be sufficient to pay debt service on the City of Mattoon’s General Obligation Bonds, the 2012 tax levy (to be received in 2013) is hereby abated for the following General Obligation Bonds:

<u>Issue</u>	<u>Tax Levy Years</u>	<u>Bond Ordinance Number</u>
Series 2003 Library Refunding Bonds	2004 thru 2013	Special Ordinance 2003-936
Series 2003A Pension Obligation Bonds	2004 thru 2013	Special Ordinance 2003-938
Series 2005A Sewer Refunding Bonds	2006 thru 2018	Special Ordinance 2004-1050
Series 2005B Police Refunding Bonds	2006 thru 2019	Special Ordinance 2004-1050
Series 2009A General Obligation Bonds	2009 thru 2027	Special Ordinance 2009-5275
Series 2009B General Obligation Bonds	2009 thru 2027	Special Ordinance 2009-5276
Series 2011 Water Refunding Bonds	2011 thru 2015	Special Ordinance 2011-5326

The levy for paying principal and interest on these bonds shall only be abated for the 2012 tax levy. In all other respects, the ordinances that authorized the foregoing bonds shall continue in effect according to the express terms thereof.

**Section 5. Amount to be Raised by Tax Levy.** The amount to be levied for each purpose is placed in a separate column under the heading “Amount to be Raised by Tax Levy”, which appears over same being as follows, to wit:

	<u>Amount Budgeted</u>	<u>Amount To Be Received from Other Sources</u>	<u>Amount To Be Raised By Tax Levy</u>
<b>General Fund</b>			
General Government	778,321	158,592	619,729
Public Safety	9,968,105	7,213,649	2,754,456
Public Works	1,726,370	1,726,370	-0-
Health & Welfare	1,210,918	1,210,918	-0-

Culture & Recreation	977,563	827,629	149,934
Economic Development	50,000	50,000	-0-
Debt Service	705,050	705,050	-0-
Other Financing Uses	<u>1,250,945</u>	<u>1,250,945</u>	<u>-0-</u>
Total General Fund	\$ 16,667,272	\$ 13,143,153	\$ 3,524,119

Statutory Authority:

General Corporate Tax (65 ILCS 5/8-3-1): 0.25 Limit			619,729
Fire Protection (65 ILCS 5/11-7-1): 0.15 Limit			299,869
Police Protection (65 ILCS 5/11-1-3): 0.15 Limit		299,869	
Parks (65 ILCS 5/11-98-1): 0.075 Limit			149,934
Firemen's Pension (40 ILCS 5/4-118) No Limit			1,101,055
Firemen's Pension (35 ILCS 200/18-185) No Limit			26,097
Policemen's Pension (40 ILCS 5/3-125) No Limit			<u>1,027,566</u>
			\$ 3,524,119

	<u>Amount Budgeted</u>	<u>Amount To Be Received from Other Sources</u>	<u>Amount To Be Raised By Tax Levy</u>
<b>Other Governmental Funds:</b>			
Library Fund	\$ 494,670	\$ 34,871	\$ 459,799
Motor Fuel Tax Fund	1,157,075	1,157,075	-0-
Hotel & Motel Tax Fund	342,961	342,961	-0-
Festival Management Fund	133,575	133,575	-0-
Mobile Equipment Fund	317,380	317,380	-0-
Insurance & Tort Judgment Fund	757,441	757,441	-0-
Home Rehabilitation Grant Fund	170,000	170,000	-0-
Revolving Loan Fund	128,250	128,250	-0-
Midtown TIF Fund	224,350	224,350	-0-
East I-57 TIF Fund	5,300	5,300	-0-
South Route 45 TIF District Fund	78,054	78,054	-0-
South Route 45 Business District Fund	38,054	38,054	-0-
Broadway East TIF District Fund	9,410	9,410	-0-
Broadway East Business District Fund	344,313	344,313	-0-
Capital Improvement Fund	<u>\$5,899,944</u>	<u>\$5,899,944</u>	<u>-0-</u>
Total Other Governmental Funds	\$10,100,777	\$9,640,978	\$ 459,799

Statutory Authority:

Library (75 ILCS 5/3-1, 5/3-4, 5/3-7) 0.23 Limit			\$ 459,799
--	--	--	------------

	<u>Amount Budgeted</u>	<u>Amount To Be Received from Other Sources</u>	<u>Amount To Be Raised By Tax Levy</u>
<b>Enterprise Funds:</b>			
Water Fund	\$ 4,405,657	\$ 4,405,657	-0-
Sewer Fund	<u>5,985,680</u>	<u>5,985,680</u>	<u>-0-</u>
Total Enterprise Funds	\$ 10,391,337	\$ 10,391,337	-0-
<b>All Fund Totals</b>	<b>\$ 37,159,386</b>	<b>\$33,175,468</b>	<b>\$3,983,918</b>

**Section 6.** The City Clerk shall make and file with the Clerk of Coles County, on or before the last Tuesday in December, a duly certified copy of this ordinance.

**Section 7.** If any section, subdivision or sentence of this ordinance shall for any reason is held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining part of this ordinance.

**Section 8.** This ordinance shall be in full force and effect after its adoption, as provided by law.

Upon motion by Commissioner Ervin, seconded by Commissioner Rankin, adopted this 18th day of December, 2012, by a roll call vote, as follows:

AYES (Names): Commissioner Ervin, Commissioner Hall  
Commissioner Rankin, Mayor Gover  
NAYS (Names): None  
ABSENT (Names) Commissioner Becker

Approved this 18th day of December, 2012.

/s/ Timothy D. Gover  
Timothy D. Gover, Mayor  
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

/s/ Susan J. O'Brien  
Susan J. O'Brien, City Clerk

/s/ Janett S. Winter-Black  
Janett S. Winter-Black, City Attorney

Recorded in the Municipality's Records on December 18, 2012.

Mayor Gover opened the floor for discussion, resulting with no further discussion.

Mayor Gover declared the motion carried by the following vote: Absent Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

Commissioner Rankin seconded by Commissioner Hall moved to adopt Resolution No. 2012-2875, authorizing Motor Fuel Tax funds in the amount of \$117,000 for sidewalk improvements on Charleston Avenue, 24<sup>th</sup> Street, and 27<sup>th</sup> Street near Mattoon High School. [11-00224-00-SW]



**Illinois Department  
of Transportation**

**RESOLUTION 2012-2875**

**Resolution for Improvement by  
Municipality Under the Illinois  
Highway Code**

BE IT RESOLVED, by City Council \_\_\_\_\_ of the  
Council or President and Board of Trustees  
 City \_\_\_\_\_ of Mattoon \_\_\_\_\_ Illinois  
City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Charleston Ave		24 <sup>th</sup> St.	27 <sup>th</sup> St.
24 <sup>th</sup> Street		Charleston Ave.	Western Ave.
27 <sup>th</sup> Street		Charleston Ave.	Western Ave.

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall Patching the existing sidewalk, installing missing sections of  
and improving ADA ramps.

\_\_\_\_\_ and shall be 4', 5', & 6' (match wide  
 and be designated as 11-00224-00-SW

2. That there is hereby appropriated the (additional Yes X No) sum One Hundred Seventeen Thousand  
 \_\_\_\_\_ Dollars \$ 117,000.00 ) for the  
 improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done Day Labor \_\_\_\_\_ ; and,  
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this  
 resolution to the district office of the Department of Transportation.

Approved \_\_\_\_\_  
 \_\_\_\_\_  
 Date \_\_\_\_\_  
 Department of Transportation  
 \_\_\_\_\_  
 Regional Engineer

I, Susan O'Brien Clerk in and for the  
City of Mattoon  
City, Town or Village  
 County Coles, hereby certify the  
 foregoing to be a true, perfect and complete copy of a resolution adopted  
 by the City Council  
Council or President and Board of Trustees  
 at a meeting December 18, 2012  
Date  
 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this  
19th day of December, 2012  
 (SEAL)  
 \_\_\_\_\_  
 /s/ Susan J. O'Brien  
 City, Town, or Village Clerk

Mayor Gover opened the floor for discussion, resulting in no further discussion.

Mayor Gover declared the motion carried by the following vote: Absent Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

Commissioner Hall seconded by Commissioner Ervin moved to approve Council Decision Request 2012-1381, approving the appointment of Firefighter Donald L. Seibert to regular employment status with successful completion of his probationary period effective December 9, 2012.

Mayor Gover opened the floor for discussion. Chief Nichols read accolades regarding Firefighter Seibert and recommended his promotion.

Mayor Gover declared the motion carried by the following vote: Absent Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

Mayor Gover seconded by Commissioner Rankin moved to approve Council Decision Request 2012-1382, authorizing the promotion of Timothy L. St. John to rank of Lieutenant effective December 19, 2012 due to the retirement of Carl Oakley.

Mayor Gover opened the floor for discussion, resulting in no further discussion.

Mayor Gover declared the motion carried by the following vote: Absent Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

Mayor Gover congratulated and commended Lt. St. John. Chief Branson expressed accolades regarding Lt. St. John.

#### DEPARTMENT REPORTS:

CITY ADMINISTRATOR/ COMMUNITY DEVELOPMENT – updated Council on the six establishments with video gaming, various meetings, budget requests, remodeling approvals, and preparation of staff report on Rural King’s rezoning and variance request. Mayor Gover opened the floor for questions with no responders.

CITY ATTORNEY – noted a number of topics for various staff. Mayor Gover opened the floor for questions with no responders.

CITY CLERK – noted open petition filing, assistance with the auditors, and business as usual. Mayor Gover opened the floor for questions with no responders.

FINANCE – noted finalizing the approved levy, meeting with County Assessor, preparation of budget, and assisting auditors. Mayor Gover opened the floor for questions. Administrator Gill commended Treasurer Wright for her efforts in completing the tax levy.

PUBLIC WORKS – updated Council on Public Works projects and electrical aggregation program. Mayor Gover opened the floor for questions. Commissioner Hall and Commissioner Rankin discussed other projects with Director Barber. Mayor Gover called for additional questions with no responders.

FIRE –noted business as usual with installation of Mobile Data Computers and ambulance rotation. Captain Randy Myers spoke on the Fire Department’s Operation Sleighride which helped 133 children have Christmas, and invited Council to attend other Christmas events with the DDC and Humboldt TLC. Mayor Gover opened the floor for questions with no responders.

POLICE – noted the Police Department’s Shop With A Cop helped 52 children have Christmas, police activities, and commended the Police Department and Lake Land College and County staff for their efforts. Mayor Gover opened the floor for questions with no responders.

COMMENTS BY THE COUNCIL

Commissioners Ervin, Hall and Rankin had no further comments.

Commissioner Hall seconded by Commissioner Rankin moved to adjourn at 6:57 p.m.

Mayor Gover declared the motion carried by the following vote: Absent Commissioner Becker, YEA Commissioner Ervin, YEA Commissioner Hall, YEA Commissioner Rankin, YEA Mayor Gover.

/s/ Susan J. O’Brien  
City Clerk

# **BILLS & PAYROLL:**

BILLS & PAYROLL BEGIN ON NEXT PAGE.

CITY OF MATTOON  
 12-21-12 PAYROLL  
 12-1-12/12-14-12

	G/L ACCOUNT	ACCOUNT NAME	AMOUNT
CITY COUNCIL	110 5110-111	SALARIES OF REG EMPLOYEES	\$ 1,476.91
CITY CLERK	110 5120-111	SALARIES OF REG EMPLOYEES	\$ 5,330.29
	110 5120-114	COMPENSATED ABSENCES	\$ 360.66
CITY ADMINISTRATOR	110 5130-111	SALARIES OF REG EMPLOYEES	\$ 307.67
FINANCIAL ADMINISTRATION	110 5150-111	SALARIES OF REG EMPLOYEES	\$ 1,193.93
	110 5150-114	COMPENSATED ABSENCES	\$ 187.62
COMPUTER INFO SYSTEMS	110 5170-111	SALARIES OF REG EMPLOYEES	\$ 4,393.29
POLICE ADMINISTRATION	110 5211-111	SALARIES OF REG EMPLOYEES	\$ 12,459.68
CRIMINAL INVESTIGATION	110 5212-111	SALARIES OF REG EMPLOYEES	\$ 8,832.94
	110 5212-113	OVERTIME	\$ 1,123.90
PATROL	110 5213-111	SALARIES OF REG EMPLOYEES	\$ 64,170.66
	110 5213-113	OVERTIME	\$ 3,545.25
K-9 SERVICE	110 5214-111	SALARIES OF REG EMPLOYEES	\$ 2,065.61
	110 5214-113	OVERTIME	\$ 76.99
SCHOOL RESOURCE PROGRAM	110 5227-111	SALARIES OF REG EMPLOYEES	\$ 2,685.54
FIRE PROTECTION ADMIN	110 5241-111	SALARIES OF REG EMPLOYEES	\$ 70,583.58
	110 5241-113	OVERTIME	\$ 6,165.80
	110 5241-114	COMPENSATED ABSENCES	\$ 6,344.24
CODE ENFORCEMENT ADMIN	110 5261-111	SALARIES OF REG EMPLOYEES	\$ 4,508.27
	110 5261-114	COMPENSATED ABSENCES	\$ 81.17
PUBLIC WORKS ADMIN	110 5310-111	SALARIES OF REG EMPLOYEES	\$ 5,721.67
	110 5310-114	COMPENSATED ABSENCES	\$ 330.09
STREETS	110 5320-111	SALARIES OF REG EMPLOYEES	\$ 16,726.73
	110 5320-112	SALARIES OF TEMP EMPLOYEES	\$ 890.00
	110 5320-113	OVERTIME	\$ 431.30
	110 5320-114	COMPENSATED ABSENCES	\$ 2,172.44
CUSTODIAL SERVICES	110 5381-111	SALARIES OF REG EMPLOYEES	\$ 2,737.21
	110 5381-114	COMPENSATED ABSENCES	\$ 151.66
EQUIPMENT MAINTENANCE	110 5390-111	SALARIES OF REG EMPLOYEES	\$ 1,876.55
PARK ADMINISTRATION	110 5511-111	SALARIES OF REG EMPLOYEES	\$ 7,758.01
	110 5511-113	OVERTIME	\$ 1,937.66
LAKE ADMINISTRATION	110 5512-111	SALARIES OF REG EMPLOYEES	\$ 2,121.22
CEMETERY	110 5570-111	SALARIES OF REG EMPLOYEES	\$ 3,074.51
		*** FUND 110 TOTALS ***	\$ 241,823.05
HOTEL TAX ADMINISTRATION	122 5653-111	SALARIES OF REG EMPLOYEES	\$ 1,810.91
		*** FUND 122 TOTALS ***	\$ 1,810.91
WATER TREATMENT PLANT	211 5353-111	SALARIES OF REG EMPLOYEES	\$ 10,616.09
	211 5353-113	OVERTIME	\$ 587.17
	211 5353-114	COMPENSATED ABSENCES	\$ 721.53
WATER DISTRIBUTION	211 5354-111	SALARIES OF REG EMPLOYEES	\$ 7,323.68
	211 5354-112	SALARIES OF TEMP EMPLOYEES	\$ 115.00
	211 5354-113	OVERTIME	\$ 254.63
	211 5354-114	COMPENSATED ABSENCES	\$ 662.88

CITY OF MATTOON  
 12-21-12 PAYROLL  
 12-1-12/12-14-12

ACCOUNTING & COLLECTION	211 5355-111	SALARIES OF REG EMPLOYEES	\$ 5,164.18
	211 5355-114	COMPENSATED ABSENCES	\$ 527.59
ADMINISTRATIVE & GENERAL	211 5356-111	SALARIES OF REG EMPLOYEES	\$ 4,661.12
	211 5356-114	COMPENSATED ABSENCES	\$ 112.26
*** FUND 211 TOTALS ***			\$ 30,746.13
SANITARY SEWER MTCE & CLEAN	212 5342-111	SALARIES OF REG EMPLOYEES	\$ 5,808.84
	212 5342-112	SALARIES OF TEMP EMPLOYEES	\$ 275.00
	212 5342-113	OVERTIME	\$ 36.85
	212 5342-114	COMPENSATED ABSENCES	\$ 427.55
WASTEWATER TREATMENT PLANT	212 5344-111	SALARIES OF REG EMPLOYEES	\$ 13,395.28
	212 5344-114	COMPENSATED ABSENCES	\$ 572.38
ACCOUNTING & COLLECTION	212 5345-111	SALARIES OF REG EMPLOYEES	\$ 5,164.20
	212 5345-114	COMPENSATED ABSENCES	\$ 527.61
ADMINISTRATIVE & GENERAL	212 5346-111	SALARIES OF REG EMPLOYEES	\$ 4,661.13
	212 5346-114	COMPENSATED ABSENCES	\$ 112.27
*** FUND 212 TOTALS ***			\$ 30,981.11
*** GRAND TOTALS ***			\$ 305,361.20

CITY OF MATTOON  
12-21-12 PAYROLL  
12-1-12/12-14-12

\*\*\* PAY CODE TOTALS \*\*\*

PAY CODE	NO OF TIMES	HOURS	AMOUNT
REGULAR PAY	24	1,512.50	\$ 34,348.58
SALARY PAY	122	10,085.60	\$ 242,222.10
HOLIDAY PAY-REGULAR	30	111	\$ 2,481.81
SICK-FD UNION	7	126.5	\$ 2,878.18
VACATION PAY	19	184	\$ 4,476.83
PEHP	31	31	\$ 387.50
OVERTIME PAY	33	390	\$ 14,159.55
SICK PAY-AFSCME	11	79	\$ 1,809.99
COMP PAID	4	21.5	\$ 492.92
VACATION PAY	2	48	\$ 912.22
SHIFT PAY	4	386	\$ 231.60
SHIFT PAY	3	160	\$ 112.00
COMP EARNED	1	3	\$ -
SICK-NON UNION	7	30	\$ 732.92
BURIAL PAY	1	1	\$ 67.00
CAPTAIN PAY	1	48	\$ 48.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002983	CHARLESTON FIRE DEPT	I-201212272144	110 4434-010	HAZARD MATERI:	SEPT 12 HAZ MAT INCI	114416	5,145.00
					VENDOR 01-002983 TOTALS		5,145.00
01-002984	ASHMORE FIRE DISTRICT	I-201212272143	110 4434-010	HAZARD MATERI:	SEPT 12 HAZ MAT INCI	114406	595.00
					VENDOR 01-002984 TOTALS		595.00
01-002986	EASTERN IL UNIVERSITY	I-201212272142	110 4434-010	HAZARD MATERI:	SEPT 12 HAZ MAT INCI	114433	149.00
					VENDOR 01-002986 TOTALS		149.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	5,889.00
01-043522	STAPLES CREDIT PLAN	I-86139	110 5110-319	MISCELLANEOUS:	OFFICE SUPPLIES	114470	4.62
					VENDOR 01-043522 TOTALS		4.62
				DEPARTMENT 110	CITY COUNCIL	TOTAL:	4.62
01-000051	AMERICAN LEGAL PUBLISH	I-90082	110 5120-519	OTHER PROFESS:	CODE OF ORDINANCES	114405	1,926.98
					VENDOR 01-000051 TOTALS		1,926.98
01-043522	STAPLES CREDIT PLAN	I-3439823001	110 5120-311	OFFICE SUPPLI:	OFFICE SUPPLIES	114470	88.96
01-043522	STAPLES CREDIT PLAN	I-3439823001	110 5120-311	OFFICE SUPPLI:	OFFICE SUPPLIES	114470	259.48
01-043522	STAPLES CREDIT PLAN	I-86139	110 5120-311	OFFICE SUPPLI:	OFFICE SUPPLIES	114470	11.09
					VENDOR 01-043522 TOTALS		359.53
				DEPARTMENT 120	CITY CLERK	TOTAL:	2,286.51
01-002281	MWM CONSULTING GROUP I	I-201205	110 5150-513	AUDITING & AC:	PREPARE GASB 45 ACTU	114463	5,500.00
					VENDOR 01-002281 TOTALS		5,500.00
				DEPARTMENT 150	FINANCIAL ADMINISTRATION	TOTAL:	5,500.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 170 COMPUTER INFO SYSTEMS

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001247	ENVIRONMENTAL SYSTEMS	I-92583596	110 5170-325	SOFTWARE	: ARCGIS FOR DESKTOP B	114434	816.39
					VENDOR 01-001247 TOTALS		816.39
01-023800	CONSOLIDATED COMMUNICA	I-201212212097	110 5170-854	WIDE AREA NET:	101-5520	114359	88.21
01-023800	CONSOLIDATED COMMUNICA	I-201212212098	110 5170-854	WIDE AREA NET:	101-0937	114359	88.21
					VENDOR 01-023800 TOTALS		176.42
DEPARTMENT 170 COMPUTER INFO SYSTEMS TOTAL:							992.81
01-001801	FBI NATIONAL ACADEMY	I-201212272149	110 5211-562	TRAVEL & TRAI:	ASSESSMENT FEES-VOUD	114480	115.00
					VENDOR 01-001801 TOTALS		115.00
01-001939	RYAN KOOP	I-201212262129	110 5211-562	TRAVEL & TRAI:	TRAVEL EXP 12/10	114450	50.00
					VENDOR 01-001939 TOTALS		50.00
01-002019	BARBECK COMMUNICATIONS	I-439630	110 5211-535	RADIOS	: MAINTENANCE	114407	245.75
					VENDOR 01-002019 TOTALS		245.75
01-002957	RONALD BATEMAN	I-201212272152	110 5211-571	DUE & MEMBERS:	RENEW 2013 USPCA DUE	114479	40.00
					VENDOR 01-002957 TOTALS		40.00
01-002987	FBI NATIONAL ACADEMY A	I-201212272148	110 5211-562	TRAVEL & TRAI:	MEMBERSHIP FEES-VOUD	114481	100.00
					VENDOR 01-002987 TOTALS		100.00
01-009057	COMM REVOLVING FUND	I-T1319106	110 5211-537	I-WIN ACCESS :	COMM SVCS 11/12	114420	526.72
					VENDOR 01-009057 TOTALS		526.72
01-023800	CONSOLIDATED COMMUNICA	I-201212262127	110 5211-532	TELEPHONE	: 045-2243	114422	61.82
					VENDOR 01-023800 TOTALS		61.82

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 211 POLICE ADMINISTRATION

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-038300	PERRY'S LOCKSMITH	I-58703	110 5211-319	MISCELLANEOUS: KEYS		114466	12.50
						VENDOR 01-038300 TOTALS	12.50
01-043522	STAPLES CREDIT PLAN	I-3378819001	110 5211-311	OFFICE SUPPLI: OFFICE SUPPLIES		114470	249.99
01-043522	STAPLES CREDIT PLAN	I-3378932001	110 5211-311	OFFICE SUPPLI: OFFICE SUPPLIES		114470	59.99
01-043522	STAPLES CREDIT PLAN	I-3439823001	110 5211-311	OFFICE SUPPLI: OFFICE SUPPLIES		114470	7.87
						VENDOR 01-043522 TOTALS	317.85
01-046715	WAVE GRAPHICS	I-12184	110 5211-550	PRINTING & BI: MINOR TRAFFIC ACCIDE		114475	139.00
						VENDOR 01-046715 TOTALS	139.00
01-048405	THE WINNING STITCH	I-24967	110 5211-319	MISCELLANEOUS: SHIRTS		114472	33.00
						VENDOR 01-048405 TOTALS	33.00
						DEPARTMENT 211 POLICE ADMINISTRATION TOTAL:	1,641.64
01-037800	RAY O'HERRON CO	I-1230439-IN	110 5212-319	MISCELLANEOUS: SHIRTS		114467	92.51
01-037800	RAY O'HERRON CO	I-1230784-IN	110 5212-319	MISCELLANEOUS: COATS		114467	189.22
						VENDOR 01-037800 TOTALS	281.73
						DEPARTMENT 212 CRIMINAL INVESTIGATION TOTAL:	281.73
01-030021	L & S SAFETY	I-2012-5051	110 5213-319	MISCELLANEOUS: GLOVES		114452	80.00
						VENDOR 01-030021 TOTALS	80.00
						DEPARTMENT 213 PATROL TOTAL:	80.00
01-002019	BARBECK COMMUNICATIONS	I-220806	110 5223-434	REPAIR OF VEH: SQUAD REPAIRS		114407	345.00
01-002019	BARBECK COMMUNICATIONS	I-220924	110 5223-318	VEHICLE PARTS: VOLUME KNOB		114407	76.10
						VENDOR 01-002019 TOTALS	421.10

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 223 AUTOMOTIVE SERVICES

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002958	BATTERY SPECIALISTS, I	I-109394	110 5223-318	VEHICLE PARTS: ALTERNATOR		114410	243.00
01-002958	BATTERY SPECIALISTS, I	I-109469	110 5223-318	VEHICLE PARTS: BATTERY SPECIALISTS,		114410	69.95
						VENDOR 01-002958 TOTALS	312.95
01-034603	MEARS AUTOMOTIVE	I-10505	110 5223-434	REPAIR OF VEH: SQUAD REPAIRS		114458	92.00
01-034603	MEARS AUTOMOTIVE	I-10536	110 5223-434	REPAIR OF VEH: SQUAD REPAIRS		114458	60.45
						VENDOR 01-034603 TOTALS	152.45
						DEPARTMENT 223 AUTOMOTIVE SERVICES TOTAL:	886.50
01-008600	COLES MOULTRIE ELECTRI	I-201212262128	110 5224-321	UTILITIES : PISTOL RANGE		114419	48.60
						VENDOR 01-008600 TOTALS	48.60
01-033800	MATTOON WATER DEPT	I-201212122026	110 5224-321	UTILITIES : 221 S 17TH		000000	44.84
01-033800	MATTOON WATER DEPT	I-201212122027	110 5224-321	UTILITIES : 1710 WABASH		000000	152.50
						VENDOR 01-033800 TOTALS	197.34
01-036810	CR NEFF PLUMBING, HEAT	I-14642	110 5224-432	REPAIR OF BUI: PLUMBING SERVICE		114423	82.69
						VENDOR 01-036810 TOTALS	82.69
						DEPARTMENT 224 POLICE BUILDINGS TOTAL:	328.63
01-001070	AMEREN ILLINOIS	I-201212262112	110 5241-321	UTILITIES : 1801 PRAIRIE		114403	159.00
						VENDOR 01-001070 TOTALS	159.00
01-001395	CITY OF CHARLESTON	I-2012-00000012	110 5241-578	AMBULANCE BIL: NOVEMBER AMBULANCE B		114417	2,275.00
						VENDOR 01-001395 TOTALS	2,275.00
01-001530	HD SUPPLY UTILITIES LT	I-2141118-00	110 5241-433	REPAIR OF MAC: TOOL REPAIR		114443	15.00
						VENDOR 01-001530 TOTALS	15.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 241 FIRE PROTECTION ADMIN.

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002798	VISUALPRO 360, LLC	I-2012-20191	110 5241-825	GRANT EXPENDI:	VISUALPRO 360, LLC	114473	453.00
					VENDOR 01-002798 TOTALS		453.00
01-002981	BIO-TRON, INC.	I-32738	110 5241-313	MEDICAL & SAF:	PREV MNTCE & INSPECT	114411	198.18
01-002981	BIO-TRON, INC.	I-32746	110 5241-313	MEDICAL & SAF:	INSPECTION	114411	95.00
					VENDOR 01-002981 TOTALS		293.18
01-006860	CLASSIC AUTO BODY	I-201212262138	110 5241-434	REPAIR OF VEH:	REUPHOLSTER SEAT CUS	114418	250.00
					VENDOR 01-006860 TOTALS		250.00
01-009075	CUSD #2 TRANSPORTATION	I-201212262141	110 5241-326	FUEL	: 11/12 FD FUEL	114424	2,478.41
					VENDOR 01-009075 TOTALS		2,478.41
01-009093	CONNOR CO	C-S5511510.001	110 5241-432	REPAIR OF BUI:	RETURNS	114421	50.01-
01-009093	CONNOR CO	C-S5511971.001	110 5241-432	REPAIR OF BUI:	RETURNS	114421	100.80-
01-009093	CONNOR CO	I-S5469006.002	110 5241-432	REPAIR OF BUI:	CONNOR CO	114421	311.72
01-009093	CONNOR CO	I-S5510852.001	110 5241-432	REPAIR OF BUI:	CONNOR CO	114421	125.19
					VENDOR 01-009093 TOTALS		286.10
01-015410	EZ PARCEL & BUSINESS S	I-85178	110 5241-531	POSTAGE	: SHIPPING	114435	22.13
					VENDOR 01-015410 TOTALS		22.13
01-023800	CONSOLIDATED COMMUNICA	I-201212262139	110 5241-532	TELEPHONE	: 234-2448	114422	40.66
					VENDOR 01-023800 TOTALS		40.66
01-025600	ILMO PRODUCTS COMPANY	I-201212262111	110 5241-313	MEDICAL & SAF:	OXYGEN,CYLINDER RENT	114445	108.24
					VENDOR 01-025600 TOTALS		108.24
01-029825	KIRCHNER BUILDING CENT	I-40101788	110 5241-432	REPAIR OF BUI:	DRYWALL SCREWS,WAFER	114449	95.99
					VENDOR 01-029825 TOTALS		95.99

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 241 FIRE PROTECTION ADMIN.

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-030000	KULL LUMBER CO	I-201212262140	110 5241-432	REPAIR OF BUI: PVC CEMENT		114451	4.99
					VENDOR 01-030000 TOTALS		4.99
01-031000	LORENZ SUPPLY CO.	I-314719	110 5241-312	CLEANING SUPP: FLOOR CLEANER, LINERS		114453	189.72
					VENDOR 01-031000 TOTALS		189.72
01-036080	MUNICIPAL EMERGENCY SE	I-00366593SNV	110 5241-433	REPAIR OF MAC: MUNICIPAL EMERGENCY		114462	28.01
01-036080	MUNICIPAL EMERGENCY SE	I-00369022SNV	110 5241-316	TOOLS & EQUIP: ADAPTERS		114462	198.13
01-036080	MUNICIPAL EMERGENCY SE	I-00369023SNV	110 5241-316	TOOLS & EQUIP: MUNICIPAL EMERGENCY		114462	115.46
01-036080	MUNICIPAL EMERGENCY SE	I-00369024SNV	110 5241-315	UNIFORMS & CL: INSTALL HARNESS LOOP		114462	179.63
					VENDOR 01-036080 TOTALS		521.23
01-037945	KEITH ORNDORFF	I-201212212104	110 5241-562	TRAVEL & TRAI: REIMB TRAVEL EXP 12/		114363	44.14
					VENDOR 01-037945 TOTALS		44.14
01-043371	SPRINGFIELD ELECTRIC	I-S3794649.001	110 5241-432	REPAIR OF BUI: BALLAST,BULBS		114469	101.68
					VENDOR 01-043371 TOTALS		101.68
01-043522	STAPLES CREDIT PLAN	I-3439823001	110 5241-311	OFFICE SUPPLI: OFFICE SUPPLIES		114470	7.86
01-043522	STAPLES CREDIT PLAN	I-84818	110 5241-311	OFFICE SUPPLI: OFFICE SUPPLIES		114470	7.49
					VENDOR 01-043522 TOTALS		15.35
DEPARTMENT 241 FIRE PROTECTION ADMIN.						TOTAL:	7,353.82
01-011700	DELL MARKETING LP	I-XJ1XMM2F8	110 5261-863	COMPUTERS : GIS COMPUTERS		114430	104.99
01-011700	DELL MARKETING LP	I-XJ21M9TC3	110 5261-863	COMPUTERS : GIS COMPUTERS		114430	2,511.40
					VENDOR 01-011700 TOTALS		2,616.39
01-023800	CONSOLIDATED COMMUNICA	I-201212212094	110 5261-532	TELEPHONE : 234-7367		114359	246.07
					VENDOR 01-023800 TOTALS		246.07

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 261 COMMUNITY DEVELOPMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-043522	STAPLES CREDIT PLAN	I-3439823001	110 5261-311	OFFICE SUPPLI:	OFFICE SUPPLIES	114470	19.66
01-043522	STAPLES CREDIT PLAN	I-86139	110 5261-311	OFFICE SUPPLI:	OFFICE SUPPLIES	114470	13.88
VENDOR 01-043522 TOTALS							33.54

DEPARTMENT 261 COMMUNITY DEVELOPMENT TOTAL: 2,896.00

01-001247	ENVIRONMENTAL SYSTEMS	I-92583596	110 5310-863	COMPUTERS	: ARCGIS FOR DESKTOP B	114434	627.87
VENDOR 01-001247 TOTALS							627.87

01-002663	KEY EQUIPMENT FINANCE	I-581014526001301	110 5310-519	OTHER PROFESS:	GPS EQUIPMENT	114448	106.51
VENDOR 01-002663 TOTALS							106.51

01-002903	MEYER CAPEL	I-146689	110 5310-515	LABOR RELATIO:	LABOR ATTORNEY 11-19	114459	342.00
VENDOR 01-002903 TOTALS							342.00

01-011700	DELL MARKETING LP	I-XJ1XMM2F8	110 5310-863	COMPUTERS	: GIS COMPUTERS	114430	104.99
01-011700	DELL MARKETING LP	I-XJ21M9TC3	110 5310-863	COMPUTERS	: GIS COMPUTERS	114430	767.14
VENDOR 01-011700 TOTALS							872.13

01-037936	ONE STOP COPY SHOP	I-16364	110 5310-319	MISCELLANEOUS:	COPIES	114464	36.00
VENDOR 01-037936 TOTALS							36.00

01-039210	ADVANCED DISPOSAL-CHAR	I-F50000315724	110 5310-421	DISPOSAL SERV:	CITY TRASH	114357	74.06
VENDOR 01-039210 TOTALS							74.06

01-043522	STAPLES CREDIT PLAN	I-3439823001	110 5310-311	OFFICE SUPPLI:	OFFICE SUPPLIES	114470	78.63
01-043522	STAPLES CREDIT PLAN	I-86139	110 5310-311	OFFICE SUPPLI:	OFFICE SUPPLIES	114470	21.61
VENDOR 01-043522 TOTALS							100.24

DEPARTMENT 310 PUBLIC WORKS TOTAL: 2,158.81

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 320 STREETS

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000731	MATTOON COMMUNITY UNIT	I-2	110 5320-351	CONCRETE	: SDWLK 1219 S 16TH	114455	705.25
					VENDOR 01-000731 TOTALS		705.25
01-001213	DIESEL SPEED REPAIR	I-11257	110 5320-434	REPAIR OF VEH:	REPAIR POWER PLANT	114432	299.67
					VENDOR 01-001213 TOTALS		299.67
01-002956	BASHAM'S REPAIR SERVIC	I-201212262135	110 5320-434	REPAIR OF VEH:	#527 REPAIRS	114409	448.48
					VENDOR 01-002956 TOTALS		448.48
01-003095	CARQUEST AUTO PARTS ST	I-201212262136	110 5320-562	TRAVEL & TRAI:	PARTS, TRAINING	114414	59.00
01-003095	CARQUEST AUTO PARTS ST	I-201212262136	110 5320-319	MISCELLANEOUS:	PARTS, TRAINING	114414	121.46
01-003095	CARQUEST AUTO PARTS ST	I-201212262136	110 5320-318	VEHICLE PARTS:	PARTS, TRAINING	114414	6.09
					VENDOR 01-003095 TOTALS		186.55
01-003206	BIRKEYS	I-P89781	110 5320-318	VEHICLE PARTS:	MOWER REPAIRS	114412	65.00
01-003206	BIRKEYS	I-P90824	110 5320-318	VEHICLE PARTS:	MOWER REPAIRS	114412	486.09
01-003206	BIRKEYS	I-W09339	110 5320-433	REPAIR OF MAC:	REPAIR LOADER	114412	181.93
01-003206	BIRKEYS	I-W09347	110 5320-433	REPAIR OF MAC:	REPAIR LOADER	114412	120.28
01-003206	BIRKEYS	I-W09355	110 5320-433	REPAIR OF MAC:	REPLACED DRIVE BELT	114412	54.69
					VENDOR 01-003206 TOTALS		907.99
01-011005	TIM DAILY	I-201212262130	110 5320-533	CELLULAR PHON:	DECEMBER CELL	114425	22.54
					VENDOR 01-011005 TOTALS		22.54
01-011600	DEBUHR'S SEED STORE	I-27544	110 5320-319	MISCELLANEOUS:	GRASS SEED	114429	34.75
01-011600	DEBUHR'S SEED STORE	I-28052	110 5320-319	MISCELLANEOUS:	GRASS SEED	114429	46.63
					VENDOR 01-011600 TOTALS		81.38
01-011700	DELL MARKETING LP	I-XJ1XMM2F8	110 5320-863	COMPUTERS	: GIS COMPUTERS	114430	104.99
01-011700	DELL MARKETING LP	I-XJ21M9TC3	110 5320-863	COMPUTERS	: GIS COMPUTERS	114430	767.14
					VENDOR 01-011700 TOTALS		872.13

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 320 STREETS

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-018950	GLASS CUTTERS	I-M000941	110 5320-434	REPAIR OF VEH:	WINDSHIELD	114439	91.96
						VENDOR 01-018950 TOTALS	91.96
01-033800	MATTOON WATER DEPT	I-201212122036	110 5320-321	UTILITIES	: 420 LOGAN	000000	30.09
01-033800	MATTOON WATER DEPT	I-201212122045	110 5320-321	UTILITIES	: 212 N 12TH	000000	8.97
01-033800	MATTOON WATER DEPT	I-201212122046	110 5320-321	UTILITIES	: 221 N 12TH	000000	48.59
						VENDOR 01-033800 TOTALS	87.65
01-036010	MIKE MORRIS TOOL SALES	I-130954	110 5320-316	TOOLS AND EQU:	ADAPTER	114461	41.30
						VENDOR 01-036010 TOTALS	41.30
01-038375	DAN PILSON AUTO CENTER	I-601057	110 5320-434	REPAIR OF VEH:	FORD REPAIRS	114426	271.71
						VENDOR 01-038375 TOTALS	271.71
01-041000	SECRETARY OF STATE	I-201212212093	110 5320-319	MISCELLANEOUS:	TITLE TRANSFER	114364	95.00
						VENDOR 01-041000 TOTALS	95.00
01-043522	STAPLES CREDIT PLAN	I-81390	110 5320-311	OFFICE SUPPLI:	OFFICE SUPPLIES	114470	8.78
						VENDOR 01-043522 TOTALS	8.78
01-045197	UNIVERSITY OF IL-PSEP	I-37858	110 5320-562	TRAVEL & TRAI:	TESTING	114366	320.00
						VENDOR 01-045197 TOTALS	320.00
						DEPARTMENT 320 STREETS TOTAL:	4,440.39
01-023800	CONSOLIDATED COMMUNICA	I-201212212095	110 5381-460	OTHER PROP MA:	235-5622	114359	116.71
						VENDOR 01-023800 TOTALS	116.71
01-033800	MATTOON WATER DEPT	I-201212122037	110 5381-321	UTILITIES	: 1701 WABASH	000000	34.18
						VENDOR 01-033800 TOTALS	34.18
						DEPARTMENT 381 CUSTODIAL SERVICES TOTAL:	150.89

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 511 PARKS

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001054	HIGGINS OUTDOORS, INC.	I-807	110 5511-315	LANDSCAPING S:	TREES	114444	1,190.00
					VENDOR 01-001054 TOTALS		1,190.00
01-001070	AMEREN ILLINOIS	I-201212262108	110 5511-321	UTILITIES :	421 SHELBY	114403	62.52
01-001070	AMEREN ILLINOIS	I-201212262109	110 5511-321	UTILITIES :	312 N 10TH	114403	21.90
01-001070	AMEREN ILLINOIS	I-201212262110	110 5511-321	UTILITIES :	312 N 10TH	114403	55.50
01-001070	AMEREN ILLINOIS	I-201212262122	110 5511-321	UTILITIES :	1200 CHAMPAIGN	114403	35.42
					VENDOR 01-001070 TOTALS		175.34
01-003206	BIRKEYS	I-W09263	110 5511-433	REPAIR OF MAC:	MOWER REPAIR	114412	113.63
					VENDOR 01-003206 TOTALS		113.63
01-009093	CONNOR CO	I-S5506394.001	110 5511-423	CUSTODIAL SER:	CONNOR CO	114421	88.09
					VENDOR 01-009093 TOTALS		88.09
01-020803	HARRELSON PLUMBING & H	I-16828	110 5511-423	CUSTODIAL SER:	REPLACE FAUCET	114441	75.00
					VENDOR 01-020803 TOTALS		75.00
01-033800	MATTOON WATER DEPT	I-201212122010	110 5511-321	UTILITIES :	418 RICHMOND	000000	97.86
01-033800	MATTOON WATER DEPT	I-201212122011	110 5511-321	UTILITIES :	500 B'DWAY	000000	15.37
					VENDOR 01-033800 TOTALS		113.23
				DEPARTMENT 511	PARKS	TOTAL:	1,755.29
01-020534	FRONTIER	I-201212212090	110 5512-532	TELEPHONE :	895-2922	114361	49.43
					VENDOR 01-020534 TOTALS		49.43
01-043522	STAPLES CREDIT PLAN	I-3439823001	110 5512-311	OFFICE SUPPLI:	OFFICE SUPPLIES	114470	7.86
					VENDOR 01-043522 TOTALS		7.86
				DEPARTMENT 512	LAKE MATTOON	TOTAL:	57.29

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 551 SPORTS FACILITIES

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001054	HIGGINS OUTDOORS, INC.	I-807	110 5551-315	LANDSCAPING S:	TREES	114444	1,190.00
					VENDOR 01-001054 TOTALS		1,190.00
01-001070	AMEREN ILLINOIS	I-201212262120	110 5551-321	UTILITIES	: 311 N 6TH	114403	43.47
01-001070	AMEREN ILLINOIS	I-201212262121	110 5551-321	UTILITIES	: 311 N 6TH	114403	27.73
01-001070	AMEREN ILLINOIS	I-201212262126	110 5551-321	UTILITIES	: 221 SHELBY	114404	59.81
					VENDOR 01-001070 TOTALS		131.01
01-041800	SHERWIN WILLIAMS CO	I-6687-6	110 5551-460	OTHER PROP MA:	FENCE PAINT	114468	1,245.77
					VENDOR 01-041800 TOTALS		1,245.77
				DEPARTMENT 551	SPORTS FACILITIES	TOTAL:	2,566.78
01-001070	AMEREN ILLINOIS	I-201212212092	110 5570-321	UTILITIES	: 917 N 22ND	114358	208.02
01-001070	AMEREN ILLINOIS	I-201212212102	110 5570-321	UTILITIES	: 917 N 22ND	114358	26.05
					VENDOR 01-001070 TOTALS		234.07
01-003206	BIRKEYS	I-W09494	110 5570-433	REPAIR OF MAC:	LOADER REPAIRS	114412	1,300.00
					VENDOR 01-003206 TOTALS		1,300.00
01-017000	FIRE EQUIPMENT SERVICE	I-210931	110 5570-316	TOOLS & EQUIP:	EXTINGUISHER MNTCE	114437	184.75
					VENDOR 01-017000 TOTALS		184.75
01-043522	STAPLES CREDIT PLAN	I-3439823001	110 5570-311	SUPPLIES	: OFFICE SUPPLIES	114470	16.58
01-043522	STAPLES CREDIT PLAN	I-3439823001	110 5570-311	SUPPLIES	: OFFICE SUPPLIES	114470	3.93
01-043522	STAPLES CREDIT PLAN	I-86139	110 5570-311	SUPPLIES	: OFFICE SUPPLIES	114470	10.16
					VENDOR 01-043522 TOTALS		30.67
				DEPARTMENT 570	DODGE GROVE CEMETERY	TOTAL:	1,749.49

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 716 DEBT SERVICE

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-017403	FIRST MID-IL BANK & TR	I-201212272150	110 5716-817	DEBT SERVICES: GO	REFUND BONDS 2005	114482	150,000.00
01-017403	FIRST MID-IL BANK & TR	I-201212272150	110 5716-819	INTEREST EXPE: GO	REFUND BONDS 2005	114482	22,387.50
						VENDOR 01-017403 TOTALS	172,387.50

DEPARTMENT 716 DEBT SERVICE TOTAL: 172,387.50

VENDOR SET 110 GENERAL FUND TOTAL: 213,407.70

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 122 HOTEL TAX FUND

DEPARTMENT: 653 HOTEL TAX ADMINISTRATION

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-043522	STAPLES CREDIT PLAN	I-3439823001	122 5653-311	OFFICE SUPPLI:	OFFICE SUPPLIES	114470	7.86
					VENDOR 01-043522 TOTALS		7.86
01-048900	YMCA	I-201212212101	122 5653-540	ADVERTISING :	ADVERTISING	114367	3,000.00
					VENDOR 01-048900 TOTALS		3,000.00
DEPARTMENT 653 HOTEL TAX ADMINISTRATION TOTAL:							3,007.86
VENDOR SET 122 HOTEL TAX FUND TOTAL:							3,007.86

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000102	WALLACE EXCAVATING CO	I-8111	128 5604-902	SIDEWALKS & C:	HAULING DIRT/CONCRET	114474	45.69
	PROJ: 231-000	S. 17TH SIDEWALKS		EXPENSES			
01-000102	WALLACE EXCAVATING CO	I-8111	128 5604-900	PARKS	: HAULING DIRT/CONCRET	114474	81.81
	PROJ: 230-001	POCKET PARK		PROJECT EXPENSES			
					VENDOR 01-000102 TOTALS		127.50
01-000742	BARTELS CONSTRUCTION,	I-201212262134	128 5604-902	SIDEWALKS & C:	FORM RENTAL	114408	150.00
	PROJ: 231-000	S. 17TH SIDEWALKS		EXPENSES			
					VENDOR 01-000742 TOTALS		150.00
01-002952	KEVIN MCKAY	I-532657	128 5604-902	SIDEWALKS & C:	HAULING	114457	58.48
	PROJ: 231-000	S. 17TH SIDEWALKS		EXPENSES			
01-002952	KEVIN MCKAY	I-532657	128 5604-900	PARKS	: HAULING	114457	104.72
	PROJ: 230-001	POCKET PARK		PROJECT EXPENSES			
					VENDOR 01-002952 TOTALS		163.20
01-011550	DEAN DRAINAGE	I-5541	128 5604-902	SIDEWALKS & C:	SEMI DUMP TRUCK	114428	58.48
	PROJ: 231-000	S. 17TH SIDEWALKS		EXPENSES			
01-011550	DEAN DRAINAGE	I-5541	128 5604-900	PARKS	: SEMI DUMP TRUCK	114428	104.72
	PROJ: 230-001	POCKET PARK		PROJECT EXPENSES			
					VENDOR 01-011550 TOTALS		163.20
01-018118	GARDNER EXCAVATING LLC	I-12572	128 5604-902	SIDEWALKS & C:	SEMI & DUMP TRAILER	114438	51.17
	PROJ: 231-000	S. 17TH SIDEWALKS		EXPENSES			
01-018118	GARDNER EXCAVATING LLC	I-12572	128 5604-900	PARKS	: SEMI & DUMP TRAILER	114438	91.63
	PROJ: 230-001	POCKET PARK		PROJECT EXPENSES			
					VENDOR 01-018118 TOTALS		142.80
01-021402	CHARLES HEUERMAN TRUCK	I-30914	128 5604-902	SIDEWALKS & C:	SEMI TRAILER TRUCK R	114415	252.20
	PROJ: 231-000	S. 17TH SIDEWALKS		EXPENSES			
01-021402	CHARLES HEUERMAN TRUCK	I-30914	128 5604-900	PARKS	: SEMI TRAILER TRUCK R	114415	451.60
	PROJ: 230-001	POCKET PARK		PROJECT EXPENSES			
01-021402	CHARLES HEUERMAN TRUCK	I-31140	128 5604-902	SIDEWALKS & C:	SEMI TRAILER TRUCK R	114415	215.65
	PROJ: 231-000	S. 17TH SIDEWALKS		EXPENSES			
01-021402	CHARLES HEUERMAN TRUCK	I-31140	128 5604-900	PARKS	: SEMI TRAILER TRUCK R	114415	386.16
	PROJ: 230-001	POCKET PARK		PROJECT EXPENSES			
					VENDOR 01-021402 TOTALS		1,305.61

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 128 MIDTOWN TIF FUND

DEPARTMENT: 604 MIDTOWN TIF DISTRICT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-028820	JONES CONSTRUCTION CO	I-201212262132	128 5604-902	SIDEWALKS & C:	MOVE DOZER	114447	54.40
	PROJ: 231-000	S. 17TH SIDEWALKS		EXPENSES			
01-028820	JONES CONSTRUCTION CO	I-201212262132	128 5604-900	PARKS	: MOVE DOZER	114447	97.40
	PROJ: 230-001	POCKET PARK		PROJECT EXPENSES			
01-028820	JONES CONSTRUCTION CO	I-201212262133	128 5604-902	SIDEWALKS & C:	TANDEM & DUMP TRUCK	114447	153.83
	PROJ: 231-000	S. 17TH SIDEWALKS		EXPENSES			
01-028820	JONES CONSTRUCTION CO	I-201212262133	128 5604-900	PARKS	: TANDEM & DUMP TRUCK	114447	275.46
	PROJ: 230-001	POCKET PARK		PROJECT EXPENSES			
						<hr/>	
VENDOR 01-028820						TOTALS	581.09

DEPARTMENT 604 MIDTOWN TIF DISTRICT TOTAL: 2,633.40

VENDOR SET 128 MIDTOWN TIF FUND TOTAL: 2,633.40

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 130 CAPITAL PROJECT FUND

DEPARTMENT: 211 POLICE ADMINISTRATION

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000102	WALLACE EXCAVATING CO	I-8111	130 5211-720	POLICE BUILDI:	HAULING DIRT/CONCRET	114474	40.38
	PROJ: 232-000	PD PARKING LOT		PROJECT EXPENSES			
					VENDOR 01-000102 TOTALS		40.38
01-002952	KEVIN MCKAY	I-532657	130 5211-720	POLICE BUILDI:	HAULING	114457	51.68
	PROJ: 232-000	PD PARKING LOT		PROJECT EXPENSES			
					VENDOR 01-002952 TOTALS		51.68
01-011550	DEAN DRAINAGE	I-5541	130 5211-720	POLICE BUILDI:	SEMI DUMP TRUCK	114428	51.68
	PROJ: 232-000	PD PARKING LOT		PROJECT EXPENSES			
					VENDOR 01-011550 TOTALS		51.68
01-018118	GARDNER EXCAVATING LLC	I-12572	130 5211-720	POLICE BUILDI:	SEMI & DUMP TRAILER	114438	45.22
	PROJ: 232-000	PD PARKING LOT		PROJECT EXPENSES			
					VENDOR 01-018118 TOTALS		45.22
01-021402	CHARLES HEUERMAN TRUCK	I-30914	130 5211-720	POLICE BUILDI:	SEMI TRAILER TRUCK R	114415	222.87
	PROJ: 232-000	PD PARKING LOT		PROJECT EXPENSES			
01-021402	CHARLES HEUERMAN TRUCK	I-31140	130 5211-720	POLICE BUILDI:	SEMI TRAILER TRUCK R	114415	190.57
					VENDOR 01-021402 TOTALS		413.44
01-028820	JONES CONSTRUCTION CO	I-201212262132	130 5211-720	POLICE BUILDI:	MOVE DOZER	114447	48.07
01-028820	JONES CONSTRUCTION CO	I-201212262133	130 5211-720	POLICE BUILDI:	TANDEM & DUMP TRUCK	114447	135.95
	PROJ: 232-000	PD PARKING LOT		PROJECT EXPENSES			
					VENDOR 01-028820 TOTALS		184.02
				DEPARTMENT 211	POLICE ADMINISTRATION	TOTAL:	786.42
01-000102	WALLACE EXCAVATING CO	I-8111	130 5241-720	FIRE BUILDING:	HAULING DIRT/CONCRET	114474	48.76
					VENDOR 01-000102 TOTALS		48.76

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002952	KEVIN MCKAY	I-532657	130 5241-720	FIRE BUILDING:	HAULING	114457	62.56
VENDOR 01-002952 TOTALS							62.56
01-011550	DEAN DRAINAGE	I-5541	130 5241-720	FIRE BUILDING:	SEMI DUMP TRUCK	114428	62.56
VENDOR 01-011550 TOTALS							62.56
01-018118	GARDNER EXCAVATING LLC	I-12572	130 5241-720	FIRE BUILDING:	SEMI & DUMP TRAILER	114438	54.74
VENDOR 01-018118 TOTALS							54.74
01-021402	CHARLES HEUERMAN TRUCK	I-30914	130 5241-720	FIRE BUILDING:	SEMI TRAILER TRUCK R	114415	269.79
01-021402	CHARLES HEUERMAN TRUCK	I-31140	130 5241-720	FIRE BUILDING:	SEMI TRAILER TRUCK R	114415	230.67
VENDOR 01-021402 TOTALS							500.46
01-028820	JONES CONSTRUCTION CO	I-201212262132	130 5241-720	FIRE BUILDING:	MOVE DOZER	114447	58.19
01-028820	JONES CONSTRUCTION CO	I-201212262133	130 5241-720	FIRE BUILDING:	TANDEM & DUMP TRUCK	114447	164.57
VENDOR 01-028820 TOTALS							222.76
DEPARTMENT 241 FIRE ADMINISTRATION TOTAL:							951.84
01-000102	WALLACE EXCAVATING CO	I-8111	130 5321-730	IMPROVEMENTS :	HAULING DIRT/CONCRET	114474	36.23
PROJ: 222-000	SW - BROADWAY EAST			JOB EXPENSES			
01-000102	WALLACE EXCAVATING CO	I-8111	130 5321-730	IMPROVEMENTS :	HAULING DIRT/CONCRET	114474	581.19
PROJ: 222-000	SW - BROADWAY EAST			JOB EXPENSES			
VENDOR 01-000102 TOTALS							617.42
01-002952	KEVIN MCKAY	I-532657	130 5321-730	IMPROVEMENTS :	HAULING	114457	46.24
PROJ: 222-000	SW - BROADWAY EAST			JOB EXPENSES			
01-002952	KEVIN MCKAY	I-532657	130 5321-730	IMPROVEMENTS :	HAULING	114457	743.92
PROJ: 222-000	SW - BROADWAY EAST			JOB EXPENSES			
VENDOR 01-002952 TOTALS							790.16

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-011550	DEAN DRAINAGE	I-5541	130 5321-730	IMPROVEMENTS : SEMI DUMP TRUCK	114428	46.24	
	PROJ: 222-000	SW - BROADWAY EAST		JOB EXPENSES			
01-011550	DEAN DRAINAGE	I-5541	130 5321-730	IMPROVEMENTS : SEMI DUMP TRUCK	114428	743.92	
	PROJ: 222-000	SW - BROADWAY EAST		JOB EXPENSES			
						VENDOR 01-011550 TOTALS	790.16
01-018118	GARDNER EXCAVATING LLC	I-12572	130 5321-730	IMPROVEMENTS : SEMI & DUMP TRAILER	114438	40.46	
	PROJ: 222-000	SW - BROADWAY EAST		JOB EXPENSES			
01-018118	GARDNER EXCAVATING LLC	I-12572	130 5321-730	IMPROVEMENTS : SEMI & DUMP TRAILER	114438	650.93	
	PROJ: 222-000	SW - BROADWAY EAST		JOB EXPENSES			
						VENDOR 01-018118 TOTALS	691.39
01-021402	CHARLES HEUERMAN TRUCK	I-30914	130 5321-730	IMPROVEMENTS : SEMI TRAILER TRUCK R	114415	199.40	
	PROJ: 222-000	SW - BROADWAY EAST		JOB EXPENSES			
01-021402	CHARLES HEUERMAN TRUCK	I-30914	130 5321-730	IMPROVEMENTS : SEMI TRAILER TRUCK R	114415	3,208.16	
	PROJ: 222-000	SW - BROADWAY EAST		JOB EXPENSES			
01-021402	CHARLES HEUERMAN TRUCK	I-31140	130 5321-730	IMPROVEMENTS : SEMI TRAILER TRUCK R	114415	170.51	
	PROJ: 222-000	SW - BROADWAY EAST		JOB EXPENSES			
01-021402	CHARLES HEUERMAN TRUCK	I-31140	130 5321-730	IMPROVEMENTS : SEMI TRAILER TRUCK R	114415	2,743.21	
	PROJ: 222-000	SW - BROADWAY EAST		JOB EXPENSES			
						VENDOR 01-021402 TOTALS	6,321.28
01-028820	JONES CONSTRUCTION CO	I-201212262132	130 5321-730	IMPROVEMENTS : MOVE DOZER	114447	43.00	
	PROJ: 222-000	SW - BROADWAY EAST		JOB EXPENSES			
01-028820	JONES CONSTRUCTION CO	I-201212262132	130 5321-730	IMPROVEMENTS : MOVE DOZER	114447	691.96	
	PROJ: 222-000	SW - BROADWAY EAST		JOB EXPENSES			
01-028820	JONES CONSTRUCTION CO	I-201212262133	130 5321-730	IMPROVEMENTS : TANDEM & DUMP TRUCK	114447	121.64	
	PROJ: 222-000	SW - BROADWAY EAST		JOB EXPENSES			
01-028820	JONES CONSTRUCTION CO	I-201212262133	130 5321-730	IMPROVEMENTS : TANDEM & DUMP TRUCK	114447	1,956.89	
	PROJ: 222-000	SW - BROADWAY EAST		JOB EXPENSES			
						VENDOR 01-028820 TOTALS	2,813.49
						DEPARTMENT 321 STREETS	TOTAL: 12,023.90
01-002262	FEUTZ CONTRACTING	I-201212262131	130 5328-730	IMPROVEMENTS : SOUTHSIDE DRAINAGE P	114436	5,810.10	
	PROJ: 169-000	14th St. Detention		PROJECT EXPENSES			
						VENDOR 01-002262 TOTALS	5,810.10
						DEPARTMENT 328 STORM DRAINAGE	TOTAL: 5,810.10

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 130 CAPITAL PROJECT FUND

DEPARTMENT: 384 RAILROAD DEPOT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000102	WALLACE EXCAVATING CO	I-8111	130 5384-720	IC DEPOT REST:	HAULING DIRT/CONCRET	114474	68.00
	PROJ: 207-000	DEPOT PARKING LOT		Expenses			
					VENDOR 01-000102 TOTALS		68.00
01-002952	KEVIN MCKAY	I-532657	130 5384-720	IC DEPOT REST:	HAULING	114457	87.04
	PROJ: 207-000	DEPOT PARKING LOT		Expenses			
					VENDOR 01-002952 TOTALS		87.04
01-011550	DEAN DRAINAGE	I-5541	130 5384-720	IC DEPOT REST:	SEMI DUMP TRUCK	114428	87.04
	PROJ: 207-000	DEPOT PARKING LOT		Expenses			
					VENDOR 01-011550 TOTALS		87.04
01-018118	GARDNER EXCAVATING LLC	I-12572	130 5384-720	IC DEPOT REST:	SEMI & DUMP TRAILER	114438	76.16
	PROJ: 207-000	DEPOT PARKING LOT		Expenses			
					VENDOR 01-018118 TOTALS		76.16
01-021402	CHARLES HEUERMAN TRUCK	I-30914	130 5384-720	IC DEPOT REST:	SEMI TRAILER TRUCK R	114415	375.36
	PROJ: 207-000	DEPOT PARKING LOT		Expenses			
01-021402	CHARLES HEUERMAN TRUCK	I-31140	130 5384-720	IC DEPOT REST:	SEMI TRAILER TRUCK R	114415	320.96
	PROJ: 207-000	DEPOT PARKING LOT		Expenses			
					VENDOR 01-021402 TOTALS		696.32
01-028820	JONES CONSTRUCTION CO	I-201212262132	130 5384-720	IC DEPOT REST:	MOVE DOZER	114447	80.96
	PROJ: 207-000	DEPOT PARKING LOT		Expenses			
01-028820	JONES CONSTRUCTION CO	I-201212262133	130 5384-720	IC DEPOT REST:	TANDEM & DUMP TRUCK	114447	228.96
	PROJ: 207-000	DEPOT PARKING LOT		Expenses			
					VENDOR 01-028820 TOTALS		309.92
					DEPARTMENT 384 RAILROAD DEPOT TOTAL:		1,324.48
					VENDOR SET 130 CAPITAL PROJECT FUND TOTAL:		20,896.74

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 351 RESERVOIRS &amp; WTR SOURCES

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMEREN ILLINOIS	I-201212272145	211 5351-321	NATURAL GAS &:	RR2 SHED	114404	25.89
					VENDOR 01-001070 TOTALS		25.89
01-008600	COLES MOULTRIE ELECTRI	I-201212262123	211 5351-321	NATURAL GAS &:	RESERVOIR CONTROL AC	114419	7.50
					VENDOR 01-008600 TOTALS		7.50
DEPARTMENT 351 RESERVOIRS & WTR SOURCES TOTAL:							33.39
01-001070	AMEREN ILLINOIS	I-201212272146	211 5353-321	NATURAL GAS &:	RR2 WATER DEPT	114404	92.49
01-001070	AMEREN ILLINOIS	I-201212272147	211 5353-321	NATURAL GAS &:	2800 E LAKE PARADISE	114404	330.19
					VENDOR 01-001070 TOTALS		422.68
01-002434	HAWKINS, INC.	I-3419462	211 5353-314	CHEMICALS	: CHEMICALS	114442	3,091.97
					VENDOR 01-002434 TOTALS		3,091.97
01-003730	BROOKS & ASSOCIATES	I-67391318	211 5353-378	PLANT MTCE & :	FLANGED BEARING	114413	154.84
					VENDOR 01-003730 TOTALS		154.84
01-008600	COLES MOULTRIE ELECTRI	I-201212262125	211 5353-322	ELECTRICITY	: WATER PURIFICATION P	114419	5,650.08
					VENDOR 01-008600 TOTALS		5,650.08
01-012025	DETECTION SECURITY CO	I-123579	211 5353-439	OTHER REPAIR :	INSTALL GLASS BREAK	114431	151.87
					VENDOR 01-012025 TOTALS		151.87
01-016000	JOHN DEERE FINANCIAL	I-H45537	211 5353-316	TOOLS & EQUIP:	TOOLS	114362	5.28
01-016000	JOHN DEERE FINANCIAL	I-H53305	211 5353-311	OFFICE SUPPLI:	COFFEE, FILTERS	114362	15.36
01-016000	JOHN DEERE FINANCIAL	I-H61582	211 5353-378	PLANT MTCE & :	TOOLS	114362	14.99
01-016000	JOHN DEERE FINANCIAL	I-H61582	211 5353-316	TOOLS & EQUIP:	TOOLS	114362	27.44
01-016000	JOHN DEERE FINANCIAL	I-H62401	211 5353-378	PLANT MTCE & :	JOHN DEERE FINANCIAL	114362	37.95
					VENDOR 01-016000 TOTALS		101.02

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 353 WATER TREATMENT PLANT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020540	HACH COMPANY	I-8072369	211 5353-319	MISCELLANEOUS: HACH COMPANY		114440	375.00
					VENDOR 01-020540 TOTALS		375.00
01-031402	M & M PUMP SUPPLY INC	I-673583	211 5353-378	PLANT MTCE & : M & M PUMP SUPPLY IN		114454	9.89
					VENDOR 01-031402 TOTALS		9.89
01-037976	PDC LABORATORIES	I-729826S	211 5353-519	OTHER PROFESS: PDC LABORATORIES		114465	18.00
					VENDOR 01-037976 TOTALS		18.00
01-049003	XEROX CORPORATION	I-065484258	211 5353-814	PRINTING & CO: COPIER XL3-564138		114476	21.28
					VENDOR 01-049003 TOTALS		21.28
DEPARTMENT 353 WATER TREATMENT PLANT TOTAL:							9,996.63
01-000102	WALLACE EXCAVATING CO	I-8111	211 5354-730	IMPROVEMENTS : HAULING DIRT/CONCRET		114474	13.81
	PROJ: 229-000	CNRR WATER MAIN		PROJECT EXPENSES			
					VENDOR 01-000102 TOTALS		13.81
01-001213	DIESEL SPEED REPAIR	I-11257	211 5354-434	REPAIR OF VEH: REPAIR POWER PLANT		114432	299.68
					VENDOR 01-001213 TOTALS		299.68
01-002952	KEVIN MCKAY	I-532657	211 5354-730	IMPROVEMENTS : HAULING		114457	187.68
	PROJ: 234-000	2200 CHAMP ALLEY SAN SWR		EXPENSES			
					VENDOR 01-002952 TOTALS		187.68
01-002956	BASHAM'S REPAIR SERVIC	I-201212262135	211 5354-434	REPAIR OF VEH: #527 REPAIRS		114409	448.48
					VENDOR 01-002956 TOTALS		448.48
01-003206	BIRKEYS	I-W09339	211 5354-433	REPAIR OF MAC: REPAIR LOADER		114412	181.93

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 354 WATER DISTRIBUTION

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003206	BIRKEYS	I-W09347	211 5354-433	REPAIR OF MAC:	REPAIR LOADER	114412	120.28
VENDOR 01-003206 TOTALS							302.21
01-008600	COLES MOULTRIE ELECTRI	I-201212262124	211 5354-322	ELECTRICITY :	SBLHC PUMP STA	114419	175.50
VENDOR 01-008600 TOTALS							175.50
01-011550	DEAN DRAINAGE	I-5541	211 5354-730	IMPROVEMENTS :	SEMI DUMP TRUCK	114428	17.68
PROJ: 229-000	CNRR WATER MAIN			PROJECT EXPENSES			
VENDOR 01-011550 TOTALS							17.68
01-011600	DEBUHR'S SEED STORE	I-27544	211 5354-319	MISCELLANEOUS:	GRASS SEED	114429	34.75
01-011600	DEBUHR'S SEED STORE	I-28052	211 5354-319	MISCELLANEOUS:	GRASS SEED	114429	46.63
VENDOR 01-011600 TOTALS							81.38
01-011700	DELL MARKETING LP	I-XJ21M9TC3	211 5354-863	COMPUTERS :	GIS COMPUTERS	114430	872.13
VENDOR 01-011700 TOTALS							872.13
01-018118	GARDNER EXCAVATING LLC	I-12572	211 5354-730	IMPROVEMENTS :	SEMI & DUMP TRAILER	114438	15.47
PROJ: 229-000	CNRR WATER MAIN			PROJECT EXPENSES			
VENDOR 01-018118 TOTALS							15.47
01-018950	GLASS CUTTERS	I-M000941	211 5354-434	REPAIR OF VEH:	WINDSHIELD	114439	91.96
VENDOR 01-018950 TOTALS							91.96
01-021402	CHARLES HEUERMAN TRUCK	I-30914	211 5354-730	IMPROVEMENTS :	SEMI TRAILER TRUCK R	114415	76.25
PROJ: 229-000	CNRR WATER MAIN			PROJECT EXPENSES			
01-021402	CHARLES HEUERMAN TRUCK	I-31140	211 5354-730	IMPROVEMENTS :	SEMI TRAILER TRUCK R	114415	65.20
PROJ: 229-000	CNRR WATER MAIN			PROJECT EXPENSES			
VENDOR 01-021402 TOTALS							141.45

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 354 WATER DISTRIBUTION

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-025682	IMCO UTILITY SUPPLY	I-1051141-00	211 5354-375	LEAK REPAIR M: IMCO UTILITY SUPPLY		114446	2,209.83
01-025682	IMCO UTILITY SUPPLY	I-1051161-00	211 5354-316	TOOLS & EQUIP: IMCO UTILITY SUPPLY		114446	44.76
						VENDOR 01-025682 TOTALS	2,254.59
01-028820	JONES CONSTRUCTION CO	I-201212262132	211 5354-730	IMPROVEMENTS : MOVE DOZER		114447	16.45
PROJ: 229-000		CNRR WATER MAIN	PROJECT EXPENSES				
01-028820	JONES CONSTRUCTION CO	I-201212262133	211 5354-730	IMPROVEMENTS : TANDEM & DUMP TRUCK		114447	46.50
PROJ: 229-000		CNRR WATER MAIN	PROJECT EXPENSES				
						VENDOR 01-028820 TOTALS	62.95
01-038375	DAN PILSON AUTO CENTER	I-601057	211 5354-434	REPAIR OF VEH: FORD REPAIRS		114426	271.72
						VENDOR 01-038375 TOTALS	271.72
						DEPARTMENT 354 WATER DISTRIBUTION TOTAL:	5,236.69
01-000124	DATA FLOW	I-67226	211 5355-311	OFFICE SUPPLI: UTILITY BILLS		114427	315.48
01-000124	DATA FLOW	I-67296	211 5355-311	OFFICE SUPPLI: LATE NOTICES		114427	87.49
						VENDOR 01-000124 TOTALS	402.97
01-002663	KEY EQUIPMENT FINANCE	I-581014526001301	211 5355-519	OTHER PROFESS: GPS EQUIPMENT		114448	52.46
						VENDOR 01-002663 TOTALS	52.46
01-025682	IMCO UTILITY SUPPLY	I-1050354-00	211 5355-372	METER TILES, : IMCO UTILITY SUPPLY		114446	1,008.00
01-025682	IMCO UTILITY SUPPLY	I-1050354-01	211 5355-372	METER TILES, : IMCO UTILITY SUPPLY		114446	624.00
01-025682	IMCO UTILITY SUPPLY	I-1050354-02	211 5355-372	METER TILES, : IMCO UTILITY SUPPLY		114446	816.00
01-025682	IMCO UTILITY SUPPLY	I-1051033-00	211 5355-372	METER TILES, : IMCO UTILITY SUPPLY		114446	96.72
						VENDOR 01-025682 TOTALS	2,544.72
01-043522	STAPLES CREDIT PLAN	I-3583920001	211 5355-311	OFFICE SUPPLI: OFFICE SUPPLIES		114365	133.72
						VENDOR 01-043522 TOTALS	133.72
						DEPARTMENT 355 ACCOUNTING & COLLECTION TOTAL:	3,133.87

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 211 WATER FUND

DEPARTMENT: 356 ADMINISTRATIVE & GENERAL

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001247	ENVIRONMENTAL SYSTEMS	I-92583596	211 5356-863	COMPUTERS	: ARCGIS FOR DESKTOP B	114434	627.87
						VENDOR 01-001247 TOTALS	627.87
01-011700	DELL MARKETING LP	I-XJ21M9TC3	211 5356-863	COMPUTERS	: GIS COMPUTERS	114430	872.13
						VENDOR 01-011700 TOTALS	872.13
DEPARTMENT 356 ADMINISTRATIVE & GENERAL TOTAL:							1,500.00
VENDOR SET 211 WATER FUND TOTAL:							19,900.58

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 342 SEWER COLLECTION SYSTEM

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000102	WALLACE EXCAVATING CO	I-8111	212 5342-730	IMPROVEMENTS :	HAULING DIRT/CONCRET	114474	146.63
	PROJ: 234-000	2200 CHAMP ALLEY SAN SWR	EXPENSES				
					VENDOR 01-000102 TOTALS		146.63
01-001213	DIESEL SPEED REPAIR	I-11257	212 5342-434	REPAIR OF VEH:	REPAIR POWER PLANT	114432	299.68
					VENDOR 01-001213 TOTALS		299.68
01-002952	KEVIN MCKAY	I-532657	212 5342-730	IMPROVEMENTS :	HAULING	114457	17.68
	PROJ: 229-000	CNRR WATER MAIN	PROJECT EXPENSES				
					VENDOR 01-002952 TOTALS		17.68
01-002956	BASHAM'S REPAIR SERVIC	I-201212262135	212 5342-434	REPAIR OF VEH: #527	REPAIRS	114409	448.48
					VENDOR 01-002956 TOTALS		448.48
01-003206	BIRKEYS	I-W09339	212 5342-433	REPAIR OF MAC:	REPAIR LOADER	114412	181.94
01-003206	BIRKEYS	I-W09347	212 5342-433	REPAIR OF MAC:	REPAIR LOADER	114412	120.30
					VENDOR 01-003206 TOTALS		302.24
01-011550	DEAN DRAINAGE	I-5541	212 5342-730	IMPROVEMENTS :	SEMI DUMP TRUCK	114428	187.68
	PROJ: 234-000	2200 CHAMP ALLEY SAN SWR	EXPENSES				
					VENDOR 01-011550 TOTALS		187.68
01-011600	DEBUHR'S SEED STORE	I-27544	212 5342-319	MISCELLANEOUS:	GRASS SEED	114429	34.75
01-011600	DEBUHR'S SEED STORE	I-28052	212 5342-319	MISCELLANEOUS:	GRASS SEED	114429	46.64
					VENDOR 01-011600 TOTALS		81.39
01-011700	DELL MARKETING LP	I-XJ21M9TC3	212 5342-863	COMPUTERS :	GIS COMPUTERS	114430	872.13
					VENDOR 01-011700 TOTALS		872.13
01-018118	GARDNER EXCAVATING LLC	I-12572	212 5342-730	IMPROVEMENTS :	SEMI & DUMP TRAILER	114438	164.22
	PROJ: 234-000	2200 CHAMP ALLEY SAN SWR	EXPENSES				
					VENDOR 01-018118 TOTALS		164.22

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 342 SEWER COLLECTION SYSTEM

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-018950	GLASS CUTTERS	I-M000941	212 5342-434	REPAIR OF VEH: WINDSHIELD		114439	91.96
						VENDOR 01-018950 TOTALS	91.96
01-021402	CHARLES HEUERMAN TRUCK	I-30914	212 5342-730	IMPROVEMENTS : SEMI TRAILER TRUCK R		114415	809.37
PROJ: 234-000	2200 CHAMP ALLEY SAN SWR		EXPENSES				
01-021402	CHARLES HEUERMAN TRUCK	I-31095	212 5342-363	BACKFILL & SU: WHITE ROCK		114415	7,754.72
01-021402	CHARLES HEUERMAN TRUCK	I-31140	212 5342-730	IMPROVEMENTS : SEMI TRAILER TRUCK R		114415	692.07
PROJ: 234-000	2200 CHAMP ALLEY SAN SWR		EXPENSES				
						VENDOR 01-021402 TOTALS	9,256.16
01-028820	JONES CONSTRUCTION CO	I-201212262132	212 5342-730	IMPROVEMENTS : MOVE DOZER		114447	174.57
PROJ: 234-000	2200 CHAMP ALLEY SAN SWR		EXPENSES				
01-028820	JONES CONSTRUCTION CO	I-201212262133	212 5342-730	IMPROVEMENTS : TANDEM & DUMP TRUCK		114447	493.70
PROJ: 234-000	2200 CHAMP ALLEY SAN SWR		EXPENSES				
						VENDOR 01-028820 TOTALS	668.27
01-038375	DAN PILSON AUTO CENTER	I-601057	212 5342-434	REPAIR OF VEH: FORD REPAIRS		114426	271.72
						VENDOR 01-038375 TOTALS	271.72
DEPARTMENT 342 SEWER COLLECTION SYSTEM TOTAL:							12,808.24
01-008600	COLES MOULTRIE ELECTRI	I-201212262114	212 5343-322	ELECTRICITY (: BUXTON CENTRE		114419	83.76
01-008600	COLES MOULTRIE ELECTRI	I-201212262115	212 5343-322	ELECTRICITY (: GOLDEN VALLEY SEWER		114419	262.55
01-008600	COLES MOULTRIE ELECTRI	I-201212262116	212 5343-322	ELECTRICITY (: SBLHC LIFT STA		114419	200.58
01-008600	COLES MOULTRIE ELECTRI	I-201212262117	212 5343-322	ELECTRICITY (: LLC LIFT STA		114419	73.57
						VENDOR 01-008600 TOTALS	620.46
DEPARTMENT 343 SEWER LIFT STATIONS TOTAL:							620.46
01-001777	TESTAMERICA LABORATORI	I-50102723	212 5344-439	OTHER REPAIR : SLUDGE & PRETREATMEN		114471	844.00
						VENDOR 01-001777 TOTALS	844.00

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 344 WASTEWATER TREATMNT PLANT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002559	MATTOON TIRE & AUTO CE	I-18494	212 5344-434	REPAIR OF VEH:	TIRE REPAIRS	114456	25.75
					VENDOR 01-002559 TOTALS		25.75
01-012925	MICKEY'S LINEN	I-201212262137	212 5344-439	OTHER REPAIR :	CLEANING	114460	77.41
					VENDOR 01-012925 TOTALS		77.41
01-023800	CONSOLIDATED COMMUNICA	I-201212212096	212 5344-532	TELEPHONE :	101-0939	114359	88.21
01-023800	CONSOLIDATED COMMUNICA	I-201212262118	212 5344-532	TELEPHONE :	234-6828	114422	57.11
01-023800	CONSOLIDATED COMMUNICA	I-201212262119	212 5344-532	TELEPHONE :	234-2737	114422	39.31
					VENDOR 01-023800 TOTALS		184.63
01-039210	ADVANCED DISPOSAL-CHAR	I-F50000314324	212 5344-439	OTHER REPAIR :	CITY TRASH	114357	81.70
					VENDOR 01-039210 TOTALS		81.70
DEPARTMENT 344 WASTEWATER TREATMNT PLANT TOTAL:							1,213.49
01-000124	DATA FLOW	I-67226	212 5345-311	OFFICE SUPPLI:	UTILITY BILLS	114427	315.47
01-000124	DATA FLOW	I-67296	212 5345-311	OFFICE SUPPLI:	LATE NOTICES	114427	87.48
					VENDOR 01-000124 TOTALS		402.95
01-043522	STAPLES CREDIT PLAN	I-3583920001	212 5345-311	OFFICE SUPPLI:	OFFICE SUPPLIES	114365	133.71
					VENDOR 01-043522 TOTALS		133.71
01-049003	XEROX CORPORATION	I-065449920	212 5345-814	PRINT COPY MA:	COPIER URR-895305	114476	65.68
					VENDOR 01-049003 TOTALS		65.68
DEPARTMENT 345 ACCOUNTING & COLLECTION TOTAL:							602.34
01-001247	ENVIRONMENTAL SYSTEMS	I-92583596	212 5346-863	COMPUTERS :	ARCGIS FOR DESKTOP B	114434	627.87
					VENDOR 01-001247 TOTALS		627.87

VENDOR SET: 01 CITY OF MATTOON

BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 346 ADMINISTRATIVE & GENERAL

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-011700	DELL MARKETING LP	I-XJ21M9TC3	212 5346-863	COMPUTERS	: GIS COMPUTERS	114430	872.13
						VENDOR 01-011700 TOTALS	872.13
						DEPARTMENT 346 ADMINISTRATIVE & GENERAL TOTAL:	1,500.00
01-017403	FIRST MID-IL BANK & TR I-201212272150		212 5719-817	2005A REFUNDI:	GO REFUNDING BONDS 2 114482		330,000.00
						VENDOR 01-017403 TOTALS	330,000.00
						DEPARTMENT 719 DEBT SERVICE TOTAL:	330,000.00
01-017403	FIRST MID-IL BANK & TR I-201212272150		212 5795-817	INTEREST EXPE:	GO REFUNDING BONDS 2 114482		41,811.25
						VENDOR 01-017403 TOTALS	41,811.25
						DEPARTMENT 795 DEBT SERVICE TOTAL:	41,811.25
						VENDOR SET 212 SEWER FUND TOTAL:	388,555.78
						REPORT GRAND TOTAL:	648,402.06

## \*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER BUDG
2012-2013	110-4434-010	HAZARD MATERIAL*NON-EXPENS	5,889.00	500-	8,251.00				
	110-5110-319	MISCELLANEOUS SUPPLIES	4.62	4,000	3,970.45				
	110-5120-311	OFFICE SUPPLIES	359.53	1,670	104.80				
	110-5120-519	OTHER PROFESSIONAL SERVICE	1,926.98	12,970	6,870.62				
	110-5150-513	AUDITING & ACCOUNTING SERV	5,500.00	21,500	14,292.25				
	110-5170-325	SOFTWARE	816.39	1,500	659.61				
	110-5170-854	WIDE AREA NETWORK WIRING A	176.42	5,700	4,200.87				
	110-5211-311	OFFICE SUPPLIES	317.85	4,000	1,746.07				
	110-5211-319	MISCELLANEOUS SUPPLIES	45.50	3,000	1,116.74-			Y	
	110-5211-532	TELEPHONE	61.82	24,000	11,524.81				
	110-5211-535	RADIOS	245.75	8,600	1,773.42				
	110-5211-537	I-WIN ACCESS CHARGE	526.72	7,500	3,286.24				
	110-5211-550	PRINTING & BINDING	139.00	2,000	94.12-			Y	
	110-5211-562	TRAVEL & TRAINING	265.00	30,000	10,039.89				
	110-5211-571	DUE & MEMBERSHIPS	40.00	2,255	1,340.00				
	110-5212-319	MISCELLANEOUS SUPPLIES	281.73	6,500	386.82-			Y	
	110-5213-319	MISCELLANEOUS SUPPLIES	80.00	4,000	1,552.16				
	110-5223-318	VEHICLE PARTS	389.05	11,000	6,420.03				
	110-5223-434	REPAIR OF VEHICLES	497.45	35,000	7,365.18				
	110-5224-321	UTILITIES	245.94	85,200	46,472.22				
	110-5224-432	REPAIR OF BUILDINGS	82.69	7,500	691.50				
	110-5241-311	OFFICE SUPPLIES	15.35	2,350	1,813.38				
	110-5241-312	CLEANING SUPPLIES	189.72	5,300	2,721.42				
	110-5241-313	MEDICAL & SAFETY SUPPLIES	401.42	12,934	3,662.52				
	110-5241-315	UNIFORMS & CLOTHING	179.63	10,100	1,797.54				
	110-5241-316	TOOLS & EQUIPMENT	313.59	20,000	14,154.26				
	110-5241-321	UTILITIES	159.00	11,000	6,076.81				
	110-5241-326	FUEL	2,478.41	25,200	5,356.74				
	110-5241-432	REPAIR OF BUILDINGS	488.76	6,500	3,139.45				
	110-5241-433	REPAIR OF MACHINERY	43.01	13,710	6,659.15				
	110-5241-434	REPAIR OF VEHICLES	250.00	25,000	18,447.49				
	110-5241-531	POSTAGE	22.13	800	581.50				
	110-5241-532	TELEPHONE	40.66	5,000	2,272.13				
	110-5241-562	TRAVEL & TRAINING	44.14	14,640	10,671.40				
	110-5241-578	AMBULANCE BILLING EXPENSES	2,275.00	31,000	12,652.00				
	110-5241-825	GRANT EXPENDITURES	453.00	1,500	27,603.00-			Y	
	110-5261-311	OFFICE SUPPLIES	33.54	1,050	652.97				
	110-5261-532	TELEPHONE	246.07	3,000	1,012.35				
	110-5261-863	COMPUTERS	2,616.39	3,000	383.61				
	110-5310-311	OFFICE SUPPLIES	100.24	800	434.69				
	110-5310-319	MISCELLANEOUS SUPPLIES	36.00	1,500	509.41				
	110-5310-421	DISPOSAL SERVICES	74.06	18,000	4,412.82				
	110-5310-515	LABOR RELATIONS COUNSEL	342.00	2,500	653.50				
	110-5310-519	OTHER PROFESSIONAL SERVICE	106.51	1,000	838.60-			Y	
	110-5310-863	COMPUTERS	1,500.00	2,000	500.00				
	110-5320-311	OFFICE SUPPLIES	8.78	1,000	613.50				
	110-5320-316	TOOLS AND EQUIPMENT	41.30	6,000	70.36-			Y	

## \*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER BUDG
	110-5320-318	VEHICLE PARTS	557.18	30,000		15,645.52			
	110-5320-319	MISCELLANEOUS SUPPLIES	297.84	10,000		3,920.23			
	110-5320-321	UTILITIES	87.65	21,000		15,239.00			
	110-5320-351	CONCRETE	705.25	25,000		6,909.95			
	110-5320-433	REPAIR OF MACHINERY	356.90	50,000		33,437.13			
	110-5320-434	REPAIR OF VEHICLES	1,111.82	11,000		340.81-		Y	
	110-5320-533	CELLULAR PHONE	22.54	1,500		631.26			
	110-5320-562	TRAVEL & TRAINING	379.00	1,200		295.50			
	110-5320-863	COMPUTERS	872.13	1,000		127.87			
	110-5381-321	UTILITIES	34.18	47,500		16,639.54			
	110-5381-460	OTHER PROP MAINT SERVICES	116.71	6,000		687.26			
	110-5511-315	LANDSCAPING SUPPLIES	1,190.00	1,500		76.36			
	110-5511-321	UTILITIES	288.57	34,000		2,857.83-		Y	
	110-5511-423	CUSTODIAL SERVICES	163.09	0		233.09-		Y	
	110-5511-433	REPAIR OF MACHINERY	113.63	15,000		7,686.55			
	110-5512-311	OFFICE SUPPLIES	7.86	600		323.36			
	110-5512-532	TELEPHONE	49.43	600		204.01			
	110-5551-315	LANDSCAPING SUPPLIES	1,190.00	1,200		10.00			
	110-5551-321	UTILITIES	131.01	36,000		12,564.15			
	110-5551-460	OTHER PROP MAINT SERVICES	1,245.77	1,000		245.77-		Y	
	110-5570-311	SUPPLIES	30.67	1,750		282.56			
	110-5570-316	TOOLS & EQUIPMENT	184.75	1,200		2,704.62-		Y	
	110-5570-321	UTILITIES	234.07	5,000		2,340.16			
	110-5570-433	REPAIR OF MACHINERY	1,300.00	7,500		2,253.46			
	110-5716-817	DEBT SERVICES	150,000.00	697,670		38,275.28			
	110-5716-819	INTEREST EXPENSE	22,387.50	0		38,482.50-		Y	
	122-5653-311	OFFICE SUPPLIES	7.86	1,000		105.80-		Y	
	122-5653-540	ADVERTISING	3,000.00	15,000		15,262.09-		Y	
	128-5604-900	PARKS	1,593.50	15,000		12,607.75-		Y	
	128-5604-902	SIDEWALKS & CROSSWALKS	1,039.90	25,000		9,662.70			
	130-5211-720	POLICE BUILDINGS	786.42	59,000		11,266.85-		Y	
	130-5241-720	FIRE BUILDINGS	951.84	194,174		135,443.90			
	130-5321-730	IMPROVEMENTS OTHER THAN BL	12,023.90	296,500		100,891.04			
	130-5328-730	IMPROVEMENTS OTHER THAN BL	5,810.10	1,027,900		414,195.32			
	130-5384-720	IC DEPOT RESTORATION	1,324.48	742,550		523,348.33			
	211-5351-321	NATURAL GAS & ELECTRIC	33.39	1,600		123.80			
	211-5353-311	OFFICE SUPPLIES	15.36	600		267.65			
	211-5353-314	CHEMICALS	3,091.97	250,000		127,740.40			
	211-5353-316	TOOLS & EQUIPMENT	32.72	1,500		490.58			
	211-5353-319	MISCELLANEOUS SUPPLIES	375.00	16,000		4,249.73			
	211-5353-321	NATURAL GAS & ELECTRIC	422.68	60,000		12,298.93			
	211-5353-322	ELECTRICITY	5,650.08	70,000		30,406.71			
	211-5353-378	PLANT MTCB & REPAIR	217.67	10,000		5,377.01			
	211-5353-439	OTHER REPAIR & MAINT. SERV	151.87	0		3,881.28-		Y	
	211-5353-519	OTHER PROFESSIONAL SERVICE	18.00	6,000		3,190.20			
	211-5353-814	PRINTING & COPY MACHINE LE	21.28	500		171.44			
	211-5354-316	TOOLS & EQUIPMENT	44.76	6,000		595.64			
	211-5354-319	MISCELLANEOUS SUPPLIES	81.38	3,000		51.70-		Y	

## \*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	OVER BUDG
	211-5354-322	ELECTRICITY	175.50	3,000	811.97				
	211-5354-375	LEAK REPAIR MATERIALS	2,209.83	4,000	15,342.57-	Y			
	211-5354-433	REPAIR OF MACHINERY	302.21	10,000	5,304.19				
	211-5354-434	REPAIR OF VEHICLES	1,111.84	10,000	2,135.68				
	211-5354-730	IMPROVEMENTS OTHER THAN BL	439.04	110,000	11,730.54				
	211-5354-863	COMPUTERS	872.13	1,000	127.87				
	211-5355-311	OFFICE SUPPLIES	536.69	4,500	1,949.72				
	211-5355-372	METER TILES, RIMS & LIDS	2,544.72	3,000	3,185.54-	Y			
	211-5355-519	OTHER PROFESSIONAL SERVICE	52.46	500	242.10-	Y			
	211-5356-863	COMPUTERS	1,500.00	2,000	500.00				
	212-5342-319	MISCELLANEOUS SUPPLIES	81.39	3,000	191.54-	Y			
	212-5342-363	BACKFILL & SURFACE MATERIA	7,754.72	30,000	2,916.36				
	212-5342-433	REPAIR OF MACHINERY	302.24	10,000	1,909.66				
	212-5342-434	REPAIR OF VEHICLES	1,111.84	10,000	2,235.49				
	212-5342-730	IMPROVEMENTS OTHER THAN BL	2,685.92	1,038,132	995,837.31				
	212-5342-863	COMPUTERS	872.13	1,000	127.87				
	212-5343-322	ELECTRICITY (COLES-MOULTRI	620.46	10,000	5,893.09				
	212-5344-434	REPAIR OF VEHICLES	25.75	5,000	4,097.82				
	212-5344-439	OTHER REPAIR & MNTCE SERVI	1,003.11	10,000	395.36-	Y			
	212-5344-532	TELEPHONE	184.63	7,000	3,756.57				
	212-5345-311	OFFICE SUPPLIES	536.66	4,500	1,949.81				
	212-5345-814	PRINT COPY MACHINE LEASE &	65.68	2,000	1,059.63				
	212-5346-863	COMPUTERS	1,500.00	2,000	500.00				
	212-5719-817	2005A REFUNDING G.O. BONDS	330,000.00	330,000	41,811.25-	Y			
	212-5795-817	INTEREST EXPENSE	41,811.25	83,622	41,811.25				
		TOTAL:	648,402.06						

## \*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
110	NON-DEPARTMENTAL	5,889.00
110-110	CITY COUNCIL	4.62
110-120	CITY CLERK	2,286.51
110-150	FINANCIAL ADMINISTRATION	5,500.00
110-170	COMPUTER INFO SYSTEMS	992.81
110-211	POLICE ADMINISTRATION	1,641.64
110-212	CRIMINAL INVESTIGATION	281.73
110-213	PATROL	80.00
110-223	AUTOMOTIVE SERVICES	886.50
110-224	POLICE BUILDINGS	328.63
110-241	FIRE PROTECTION ADMIN.	7,353.82
110-261	COMMUNITY DEVELOPMENT	2,896.00
110-310	PUBLIC WORKS	2,158.81

## \*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
110-320	STREETS	4,440.39
110-381	CUSTODIAL SERVICES	150.89
110-511	PARKS	1,755.29
110-512	LAKE MATTOON	57.29
110-551	SPORTS FACILITIES	2,566.78
110-570	DODGE GROVE CEMETERY	1,749.49
110-716	DEBT SERVICE	172,387.50
-----		
110 TOTAL	GENERAL FUND	213,407.70
122-653	HOTEL TAX ADMINISTRATION	3,007.86
-----		
122 TOTAL	HOTEL TAX FUND	3,007.86
128-604	MIDTOWN TIF DISTRICT	2,633.40
-----		
128 TOTAL	MIDTOWN TIF FUND	2,633.40
130-211	POLICE ADMINISTRATION	786.42
130-241	FIRE ADMINISTRATION	951.84
130-321	STREETS	12,023.90
130-328	STORM DRAINAGE	5,810.10
130-384	RAILROAD DEPOT	1,324.48
-----		
130 TOTAL	CAPITAL PROJECT FUND	20,896.74
211-351	RESERVOIRS & WTR SOURCES	33.39
211-353	WATER TREATMENT PLANT	9,996.63
211-354	WATER DISTRIBUTION	5,236.69
211-355	ACCOUNTING & COLLECTION	3,133.87
211-356	ADMINISTRATIVE & GENERAL	1,500.00
-----		
211 TOTAL	WATER FUND	19,900.58
212-342	SEWER COLLECTION SYSTEM	12,808.24
212-343	SEWER LIFT STATIONS	620.46
212-344	WASTEWATER TREATMNT PLANT	1,213.49
212-345	ACCOUNTING & COLLECTION	602.34
212-346	ADMINISTRATIVE & GENERAL	1,500.00
212-719	DEBT SERVICE	330,000.00
212-795	DEBT SERVICE	41,811.25
-----		
212 TOTAL	SEWER FUND	388,555.78
-----		
** TOTAL **		648,402.06

## \*\*\* PROJECT TOTALS \*\*\*

PROJECT	LINE ITEM		AMOUNT
169 14th St. Detention	000	PROJECT EXPENSES	5,810.10
		** PROJECT 169 TOTAL **	5,810.10
207 DEPOT PARKING LOT	000	Expenses	1,324.48
		** PROJECT 207 TOTAL **	1,324.48
222 SW - BROADWAY EAST	000	JOB EXPENSES	12,023.90
		** PROJECT 222 TOTAL **	12,023.90
229 CNRR WATER MAIN	000	PROJECT EXPENSES	269.04
		** PROJECT 229 TOTAL **	269.04
230 POCKET PARK	001	PROJECT EXPENSES	1,593.50
		** PROJECT 230 TOTAL **	1,593.50
231 S. 17TH SIDEWALKS	000	EXPENSES	1,039.90
		** PROJECT 231 TOTAL **	1,039.90
232 PD PARKING LOT	000	PROJECT EXPENSES	547.78
		** PROJECT 232 TOTAL **	547.78
234 2200 CHAMP ALLEY SAN SWR	000	EXPENSES	2,855.92
		** PROJECT 234 TOTAL **	2,855.92

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: MFTBK

FUND : 121 MOTOR FUEL TAX FUND

DEPARTMENT: 321 STREETS

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001147	R & B POWDER COAT	I-4740	121 5321-359	OTHER STREET :	DEPOT HANDRAIL	114478	330.00
	PROJ: 207-000	DEPOT PARKING LOT		Expenses			
					VENDOR 01-001147 TOTALS		330.00
01-021402	CHARLES HEUERMAN TRUCK	I-31095*	121 5321-352	AGGREGATE SUR:	WHITE ROCK	114477	2,540.44
					VENDOR 01-021402 TOTALS		2,540.44
				DEPARTMENT 321 STREETS	TOTAL:		2,870.44
				VENDOR SET 121 MOTOR FUEL TAX FUND	TOTAL:		2,870.44
				REPORT GRAND TOTAL:			2,870.44

\*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER	AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER	AVAILABLE BUDG
2012-2013	121-5321-352	AGGREGATE SURFACE COAT	2,540.44	15,000		2,610.55-	Y		
	121-5321-359	OTHER STREET MTCE SUPPLIES	330.00	12,200		8,665.18-	Y		
		TOTAL:	2,870.44						

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
121-321	STREETS	2,870.44
-----		
121 TOTAL	MOTOR FUEL TAX FUND	2,870.44
-----		
** TOTAL **		2,870.44

\*\*\* PROJECT TOTALS \*\*\*

PROJECT	LINE ITEM	AMOUNT
207 DEPOT PARKING LOT	000 Expenses	330.00
** PROJECT 207 TOTAL **		330.00

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: EHBK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: 411 STOP LOSS INS COVERAGE

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000221	COVENTRY HEALTH CARE O	I-201212212087	221 5411-211	STOP LOSS INS:	STOP LOSS AGGREGATE	114368	1,324.64
01-000221	COVENTRY HEALTH CARE O	I-201212212087	221 5411-211	STOP LOSS INS:	STOP LOSS SPECIFIC	114368	18,959.89
						VENDOR 01-000221 TOTALS	20,284.53
						DEPARTMENT 411 STOP LOSS INS COVERAGE TOTAL:	20,284.53
01-000221	COVENTRY HEALTH CARE O	I-201212212087	221 5412-211	HEALTH PLAN A:	ADMIN FEES	114368	11,002.40
						VENDOR 01-000221 TOTALS	11,002.40
						DEPARTMENT 412 HEALTH PLAN ADMIN TOTAL:	11,002.40
01-000236	COVENTRY HEALTH CARE	I-201212212088	221 5413-211	MEDICAL CLAIM:	COVENTRY HEALTH CARE 000000		28,128.44
01-000236	COVENTRY HEALTH CARE	I-201212272153	221 5413-211	MEDICAL CLAIM:	COVENTRY HEALTH CARE 000000		31,858.44
						VENDOR 01-000236 TOTALS	59,986.88
						DEPARTMENT 413 MEDICAL CLAIMS TOTAL:	59,986.88
01-000236	COVENTRY HEALTH CARE	I-201212212088	221 5414-211	RX CLAIMS	: COVENTRY HEALTH CARE 000000		11,137.62
01-000236	COVENTRY HEALTH CARE	I-201212272153	221 5414-211	RX CLAIMS	: COVENTRY HEALTH CARE 000000		15,817.70
						VENDOR 01-000236 TOTALS	26,955.32
						DEPARTMENT 414 RX CLAIMS TOTAL:	26,955.32
01-001982	FORT DEARBORN LIFE INS	I-201212212103	221 5417-212	LIFE INSURANC:	JANUARY LIFE INS	114369	2,367.52
						VENDOR 01-001982 TOTALS	2,367.52
						DEPARTMENT 417 LIFE INSURANCE TOTAL:	2,367.52
						VENDOR SET 221 HEALTH INSURANCE FUND TOTAL:	120,596.65
						REPORT GRAND TOTAL:	120,596.65

\*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2012-2013	221-5411-211	STOP LOSS INSURANCE	20,284.53	189,507	44,470.01		
	221-5412-211	HEALTH PLAN ADMINISTRATION	11,002.40	118,220	19,833.14		
	221-5413-211	MEDICAL CLAIMS	59,986.88	1,825,000	758,399.98		
	221-5414-211	RX CLAIMS	26,955.32	720,000	193,804.23		
	221-5417-212	LIFE INSURANCE	2,367.52	22,000	2,921.56		
		TOTAL:	120,596.65				

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
221-411	STOP LOSS INS COVERAGE	20,284.53
221-412	HEALTH PLAN ADMIN	11,002.40
221-413	MEDICAL CLAIMS	59,986.88
221-414	RX CLAIMS	26,955.32
221-417	LIFE INSURANCE	2,367.52
221 TOTAL	HEALTH INSURANCE FUND	120,596.65
	** TOTAL **	120,596.65

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON

BANK: DDBNK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: 412 HEALTH PLAN ADMIN

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 12/19/2012 THRU 1/02/2013

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
--------	------	--------	-------------	------	-------------	---------	--------

01-000276	DELTA DENTAL-ASC	I-201212272151	221 5412-211	HEALTH PLAN A:	DELTA DENTAL-ASC	000000	1,223.10
-----------	------------------	----------------	--------------	----------------	------------------	--------	----------

						VENDOR 01-000276 TOTALS	1,223.10
--	--	--	--	--	--	-------------------------	----------

						DEPARTMENT 412 HEALTH PLAN ADMIN	TOTAL: 1,223.10
--	--	--	--	--	--	----------------------------------	-----------------

01-000276	DELTA DENTAL-ASC	I-201212212089	221 5415-211	DENTAL CLAIMS:	DELTA DENTAL-ASC	000000	3,540.80
-----------	------------------	----------------	--------------	----------------	------------------	--------	----------

01-000276	DELTA DENTAL-ASC	I-201212272151	221 5415-211	DENTAL CLAIMS:	DELTA DENTAL-ASC	000000	1,892.60
-----------	------------------	----------------	--------------	----------------	------------------	--------	----------

						VENDOR 01-000276 TOTALS	5,433.40
--	--	--	--	--	--	-------------------------	----------

						DEPARTMENT 415 DENTAL CLAIMS	TOTAL: 5,433.40
--	--	--	--	--	--	------------------------------	-----------------

						VENDOR SET 221 HEALTH INSURANCE FUND	TOTAL: 6,656.50
--	--	--	--	--	--	--------------------------------------	-----------------

						REPORT GRAND TOTAL:	6,656.50
--	--	--	--	--	--	---------------------	----------

\*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET OVER	AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER	AVAILABLE BUDG
2012-2013	221-5412-211	HEALTH PLAN ADMINISTRATION	1,223.10	118,220		19,833.14			
	221-5415-211	DENTAL CLAIMS	5,433.40	95,000		23,674.23			
		TOTAL:	6,656.50						

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
221-412	HEALTH PLAN ADMIN	1,223.10
221-415	DENTAL CLAIMS	5,433.40
-----		
221 TOTAL	HEALTH INSURANCE FUND	6,656.50
-----		
	** TOTAL **	6,656.50

NO ERRORS

										-----DEPOSIT-----	
---ACCOUNT---	-----NAME-----	--DATE--	---TYPE---	-CK #-	---AMOUNT---	CODE	-RECEIPT--	--AMOUNT--	---MESSAGE---		
19-11800-02	FRYE, SCOTT A	12/27/12	FINAL BILL	114483	0.90CR	100	38304	60.00CR			
21-13810-16	WILDER JR, JOHNNY R	12/27/12	FINAL BILL	114484	54.28CR	100	37713	60.00CR			
21-21700-06	PFORR, LAURIE A	12/27/12	FINAL BILL	114485	21.89CR	100	37907	60.00CR			
22-16000-12	RICHARDS, KARA A	12/27/12	FINAL BILL	114486	2.22CR	100	38355	60.00CR			
23-12520-19	JONES, CHRISTINE D	12/27/12	FINAL BILL	114487	58.46CR	100	38474	60.00CR			
23-14900-02	SCHNEIDER, ZACHARY R	12/27/12	FINAL BILL	114488	16.26CR	100	33250	60.00CR			
26-13900-16	SMITH, SHELBY L	12/27/12	FINAL BILL	114489	36.96CR	100	36930	60.00CR			
26-14900-10	SPARLING, TINA M	12/27/12	FINAL BILL	114490	50.14CR	100	36501	60.00CR			

										-----DEPOSIT-----	
---ACCOUNT---	-----NAME-----	--DATE--	---TYPE---	-CK #-	---AMOUNT---	CODE	-RECEIPT--	--AMOUNT--	---MESSAGE---		
11-11100-15	LARSON, ERIK J	12/21/12	FINAL BILL	114372	1.93CR	100	37434	60.00CR			
12-01900-04	SANCHEZ, JESSICA D	12/21/12	FINAL BILL	114373	49.31CR	100	37279	60.00CR			
12-17200-02	MOBERLEY, DAVID	12/21/12	FINAL BILL	114374	48.18CR	000		0.00			
14-03200-09	HARTBANK, JAY A	12/21/12	FINAL BILL	114375	55.22CR	100	36926	60.00CR			
17-17300-06	DALBY, LORIE A	12/21/12	DEMAND RETURN	114376	262.61CR	000		0.00			

# NEW BUSINESS:

## CITY OF MATTOON, ILLINOIS

### SPECIAL ORDINANCE NO. 2013-1508

#### ORDINANCE TO APPROVE PETITION FOR REZONING

**WHEREAS**, a Petition for Rezoning was filed with the City Clerk for the City of Mattoon by Scott Kersten, on behalf of Rural King, on the 3rd day of December, 2012 requesting that the City of Mattoon, Illinois rezone from R1, Single Family Residence District to I, Industrial District, the real estate described as follows:

**PIN 07-1-00512-000, Commonly known as 4121 DeWitt Avenue, Mattoon**

**WHEREAS**, a public hearing was held before the Planning Committee for the City of Mattoon on the 19th day of December, 2012 pursuant to published notice;

**WHEREAS**, said Mattoon Planning Commission considered said Petition for Rezoning on the 19<sup>th</sup> day of December, 2012 and recommended that said Petition for Rezoning be approved;

**WHEREAS**, the City Council believes that said Petition for Rezoning should be approved.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MATTOON, COLES COUNTY, ILLINOIS, as follows:**

**Section 1.** It is hereby determined and found by the City Council of the City of Mattoon, Illinois and corporate authorities of said City of Mattoon that the Petition for Rezoning submitted by Scott Kersten, on behalf of Rural King, is in compliance with Ordinance No. 96-4835 and is hereby approved and that the premises described in said Petition for Rezoning shall henceforth be zoned as I, Industrial District.

**Section 2.** This ordinance shall be deemed published as of the day of its adoption and approval by the City Council.

**Section 3.** This ordinance shall be effective upon its approval as provided by law.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_,  
adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by a roll call vote as follows:

AYES (Names): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAYS (Names): \_\_\_\_\_

ABSENT (Names): \_\_\_\_\_

APPROVED this 2<sup>nd</sup> day of January, 2013.

\_\_\_\_\_  
Timothy D. Gover, Mayor  
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan J. O'Brien, City Clerk

\_\_\_\_\_  
Janett S. Winter-Black, City Attorney

Recorded in the Municipality's Records on \_\_\_\_\_, 2013.

---

**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2013-1509**

**AN ORDINANCE GRANTING A VARIANCE FROM LANDSCAPING REQUIREMENTS ALONG THE REAR AND SIDE PROPERTY LINES; AND DENYING A VARIANCE FROM THE PAVED PARKING REQUIREMENTS.**

**WHEREAS**, there has been filed a written Petition by Scott Kersten, on behalf of Rural King, for a variance, respecting the property described as:

**PIN 07-1-00512-000; commonly known as 4121 DeWitt Avenue, Mattoon.**

**WHEREAS**, said petition requests that a variance be granted pursuant to applicable ordinances of the municipality to allow a rock lot and no landscaping with the construction of a new maintenance facility for Rural King at the above referenced property; and

**WHEREAS**, the zoning code requires a paved areas for off street parking and the landscaping ordinance requires landscaping along the front, side and rear of the property in I, Industrial Districts; and

**WHEREAS**, the Planning Commission held a properly noticed, public hearing on December 19<sup>th</sup> 2012 regarding petitioner's request for said variances; and

**WHEREAS**, the Planning Commission for the City of Mattoon, Coles County, Illinois, has recommended that a variance be granted from the landscaping requirements on the side and rear of the property; and

**WHEREAS**, the Planning Commission for the City of Mattoon, Coles County, Illinois, has recommended that a variance be denied from the paved parking requirement of the zoning ordinance; and

**WHEREAS**, the City Council for the City of Mattoon, Coles County, Illinois, deems that the recommendations of the Planning Commission are in the best interest of the public.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MATTOON, COLES COUNTY, ILLINOIS**, as follows:

**Section 1.** Pursuant to enabling authority provided at Section §159.05 of the Mattoon Code of Ordinances, the property described as aforesaid, be and the same is granted a variance from the landscaping ordinance and requiring landscaping only on the front of the property along DeWitt Avenue with the construction of a new maintenance facility.

**Section 2.** Pursuant to enabling authority provided at Section §159.05 of the Mattoon Code of Ordinances, the property described as aforesaid, be and the same is denied a variance from the required paved off street parking requirement of the zoning ordinance with the construction of a new maintenance facility.

**Section 3.** This ordinance shall be deemed published as of the day of its adoption and approval by the City Council.

**Section 4.** This ordinance shall be effective upon its approval as provided by law.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_,  
adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by a roll call vote, as follows:

AYES (Names): \_\_\_\_\_

\_\_\_\_\_

NAYS (Names): \_\_\_\_\_

ABSENT (Names): \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Timothy D. Gover, Mayor  
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan J. O'Brien, City Clerk

\_\_\_\_\_  
Janett S. Winter-Black, City Attorney

Recorded in the Municipality's Records on \_\_\_\_\_, 2013.

**CITY OF MATTOON, ILLINOIS**

**SPECIAL ORDINANCE NO. 2013-1510**

**AN ORDINANCE APPROVING THE SIDE LETTER AGREEMENT BETWEEN THE CITY OF MATTOON AND THE MATTOON FIREFIGHTERS ASSOCIATION LOCAL 691 IN REGARDS TO THE MANNER IN WHICH THE NEXT PROMOTIONAL CYCLE IS ADMINISTERED.**

**WHEREAS**, the City of Mattoon (hereinafter “City”) entered into a Collective Bargaining Agreement (hereinafter “Agreement”) with the Mattoon Firefighters Association Local 691 (hereinafter “Firefighters”) on October 4, 2011 which is effective until April 30, 2014; and,

**WHEREAS**, said Agreement lets the City and the Association make changes in the manner in which the next promotional cycle is administered; and,

**WHEREAS**, the parties have drafted a Side Letter Agreement to memorialize the terms of their agreement.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MATTOON, COLES COUNTY, A MUNICIPAL CORPORATION, as follows:**

**Section 1.** The City Council hereby approves and ratifies the Side Letter Agreement hereto as Exhibit “A” and incorporated herein by this reference.

**Section 2.** This ordinance shall be deemed published as of the day of its adoption and approval by the City Council.

**Section 3.** This ordinance shall be effective upon its approval as provided by law.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by a roll call vote, as follows:

AYES (Names): \_\_\_\_\_  
\_\_\_\_\_

NAYS (Names): \_\_\_\_\_

ABSENT (Names): \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Tim Gover, Mayor  
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan J. O'Brien, City Clerk

\_\_\_\_\_  
Janett S. Winter-Black City Attorney

Recorded in the Municipality's Records on \_\_\_\_\_, 2013.

**Side Letter Agreement**

**WHEREAS** the City of Mattoon (hereinafter referred to as “City”) is an Illinois Municipal Corporation and as such governed by the Illinois Statutes concerning promotions within its Fire Department , specifically 50 ILCS 742 et. Seq.; and

**WHEREAS** The Mattoon Firefighters Association, Local 691 International Association of Firefighters, AFL-CIO (hereinafter referred to as “Association”) is the exclusive bargaining agent for the members of the Mattoon Fire Department; and

**WHEREAS** the Illinois Statutes at 50 ILCS 742/10, specifically authorize local authorities and bargaining agents to agree to waive and to actually waive any or all of the requirements of the Fire Department Promotions Act, the Illinois Municipal Code, the Fire Protection District Act relating to promotions; and

**WHEREAS** the City and the Association desire to make changes in the manner in which the next promotional cycle is administered; and

**WHEREAS** both parties believe it is in their best interest to memorialize these changes with this side letter agreement; and

**THEREFORE** in consideration of the above rights given up by each of the Parties, the Parties hereby agree to the following modifications for the next promotional procedure of the City of Mattoon Fire Department:

1. These procedures shall be effective for one promotional cycle only. This cycle shall take place during the 2013 promotional testing phase. This agreement will expire April 30, 2014. Both Parties agree to negotiate the terms of this agreement during contract negotiations.
2. These procedures shall not be prejudicial. Both parties agree that the procedures for this promotional cycle shall be in accordance with the Illinois State Statute.
3. The following scoring percentage weights shall be used when tabulating the scores from each component of the promotional testing. The total of the weighted scores shall combine to equal 100% or 100 points.

Written Examination	47%	or 47 points maximum
Oral Interview	13%	or 13 points maximum
Chief’s Points	20%	or 20 points maximum
Seniority Points	20%	or 20 points maximum (.666/year of service to 30 years maximum)

100% or 100 points possible.

4. Military preference points shall be added following the posting of the preliminary promotion list in accordance with the Fire Department Promotions Act. Military points shall be tabulated at the rate of 7/10ths of a point per each 6 months of honorable service up to a total of 30 months. A maximum total of 3.5 points may be obtained.

5. A first preliminary promotions list should be posted that contains the Seniority Points, Chief's Points and Oral Interview Points prior to the written test being given. Firefighters shall be ranked by name in the order of points received from the highest to the lowest. But no points shall be listed on the list due to confidentiality.
6. After the written test is graded, this score will then be added to the first preliminary list and the second preliminary list will be posted. Firefighters shall be ranked by name in the order of points received from the highest to the lowest. Again no points shall be listed on the posted list due to confidentiality.
7. Military preference points will then be added to the score in accordance with the Fire Department Promotions Act.
8. A Final Adjusted Promotion List will then be posted with Firefighters ranked by name according to their final tabulated scores from the highest to the lowest.

### **Test Components**

The written examination shall be provided by a testing agency with Bona Fides to administer such exam. Both parties agree to follow the Fire Department Promotions Act for the written exam, but have agreed to terms of the following items of the Act:

1. The written examination will be graded by the Bona Fide testing agency off site. Non-testing Shift Captains will serve as observers that the exam answer sheets were sealed and taken in whole by the agency.
2. The same Non-Testing Shift Captains will observe the unsealing of the results in their original packaging upon their return to the City. The Shift Captains shall not have access to the scores, but only to observe their sealing and unsealing.

The Subjective Evaluation portion of the testing cycle will consist of both the Oral Interview and Chief's Points.

The Chief's points will be awarded based on Firefighter's job performance, cooperation with department policies, willingness to operate within department guidelines, job related functions as well as their community involvement to promote the Fire Department for this test cycle.

The Oral Interview shall consist of questions that are job related and that are applied uniformly to all candidates.

The Seniority points shall be administered in accordance with language contained in this side letter agreement.

**Waived Items**

There will be no ascertained merit points awarded during this testing cycle. The following of the Act for Ascertained Points would create a hardship at this time on the City and would not allow ample notification and time for training for the Association members.

Both parties also agree to waive the appointment of assessors for the oversight of this testing cycle. Should the Association deem it necessary to provide qualified assessors in accordance with the Act, the Association agrees to absorb all costs related to the placement of these assessors at the various test components.

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by the authorized representatives of the parties hereto.

For the Association:

For the City:

\_\_\_\_\_  
Randy Myers, Pres.

\_\_\_\_\_  
Tim Gover, Mayor

\_\_\_\_\_  
Lee Diltz, Treas.

\_\_\_\_\_  
Rick Hall, Fire Comm.

\_\_\_\_\_  
Barry Pullen, Sec.

\_\_\_\_\_  
Tony Nichols, Chief

**CITY OF MATTOON, ILLINOIS**

**RESOLUTION NO. 2013-2876**

**A RESOLUTION AUTHORIZING A SUCCESSOR FLEXIBLE BENEFITS PLAN  
ADMINISTERED BY OPTUMHEALTH FINANCIAL SERVICES**

**WHEREAS**, the City of Mattoon, Illinois (“City”) had established a Flexible Benefits Plan made available to all eligible employees and elected officials pursuant to Section 125 of the Internal Revenue Code permitting such Plans with OptumHealth Financial Services; and,

**WHEREAS**, OptumHealth Financial Services has prepared an updated Plan Document and Summary Plan Description for official adoption by the City for compliance with the IRS.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF MATTOON, ILLINOIS AS FOLLOWS:**

**Section 1.** The City hereby adopts the updated City of Mattoon, Illinois Flexible Benefit Plan (the “Plan”), attached hereto as Appendix A, and the City of Mattoon, Illinois Flexible Benefit Plan Summary Plan Description, attached hereto as Appendix B; and that such resolution has not been modified or rescinded as of the date hereof.

**Section 2.** The form of amended Cafeteria Plan including a Dependent Care Flexible Spending Account and Health Flexible Spending Account effective January 01, 2013, presented to this meeting is hereby approved and adopted and that the duly authorized agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

**Section 3.** The City Clerk shall be the Administrator for this Flexible Benefit Plan; shall receive necessary reports, notices, etc. from OptumHealth Financial Services; shall cast, on behalf of the Employer, any required votes under the OptumHealth Financial Services, and is authorized to administer the Plan and execute all necessary agreements with the OptumHealth Financial Services incidental to the administration of the Plan.

**Section 4.** The Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

**Section 5.** The duly authorized agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Cafeteria Plan delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

**Section 6.** The Mayor is authorized to sign the Plan attached hereto as Appendix A and Summary Plan Description attached hereto as Appendix B with the OptumHealth Financial Services.

**Section 7.** The undersigned further certifies that attached hereto as Exhibit A and Exhibit B are true copies of City of Mattoon, Illinois Flexible Benefit Plan as amended and restated and the Summary Plan Description approved and adopted in the foregoing resolution.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_,  
adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by a roll call vote, as follows:

AYES (Names): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
NAYS (Names): \_\_\_\_\_  
ABSENT (Names): \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Timothy D. Gover, Mayor  
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan J. O'Brien, City Clerk

\_\_\_\_\_  
Janett S. Winter-Black, City Attorney

Recorded in the Municipality's Records on \_\_\_\_\_, 2013.

I, Susan J. O'Brien, Clerk of the City of Mattoon, Illinois, do hereby certify that the foregoing resolution, was duly adopted, passed and approved by the City Council of the City of Mattoon, Illinois at a regular meeting thereof assembled on the 2nd day of January 2013.

\_\_\_\_\_  
City Clerk

**CITY OF MATTOON, ILLINOIS FLEXIBLE BENEFIT PLAN**

The Employer recognizes that the Plan Document is an important legal document and this document has been prepared based on OptumHealth Financial Services understanding of the Employer's desired provisions. It may not conform to the Employer's situation and the Employer should consult with its attorney on the legal and tax implications of the Plan. The Employer is responsible for reviewing all legal documents and ensuring that the documents are compliant with applicable law and consistent with the goals of the benefit plan. OptumHealth Financial Services is not engaged in the practice of law or giving tax advice and cannot be responsible for the legal and tax aspects of the Plan nor its appropriateness for the Employer's situation.

## ADOPTION INFORMATION

**PLAN TYPE:** Section 125 Flexible Benefit Plan

**EMPLOYER, ADMINISTRATOR AND PLAN SPONSOR:** City of Mattoon, Illinois  
208 North 19<sup>th</sup> Street  
Mattoon, IL 61938

**EMPLOYEE CLASSIFICATION:** All employees regularly scheduled to work 30 hours or more per week.

**NEW HIRE ELIGIBILITY:** The first day upon which the employee satisfies the eligibility criteria.

**PLAN NUMBER:** 501

**ORIGINAL EFFECTIVE DATE:** January 1, 2004

**PLAN YEAR:** January 1 – December 31

**PLAN SERVICE PROVIDER:** OptumHealth Financial Services, Inc. (OHFS)

**PLAN YEAR MAXIMUM HEALTH FLEXIBLE SPENDING ACCOUNT REDUCTION:** \$2500

**PLAN YEAR MINIMUM HEALTH FLEXIBLE SPENDING ACCOUNT REDUCTION:** \$100

**PLAN YEAR MAXIMUM DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT REDUCTION:** \$5000

**PLAN YEAR MINIMUM DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT REDUCTION:** \$100  
Refer to the Dependent Care section for additional information.

**CLAIMS PROCESSING SCHEDULE:** Weekly – (the turnaround time, from the point when the claim and documentation is received by OptumHealth to the point when reimbursement is deposited into the participant's account or mailed, is 5-6 business days).

**WHEN MUST CLAIMS BE RECEIVED BY OPTUMHEALTH FINANCIAL SERVICES, INC. AFTER THE END OF THE PLAN YEAR:** Claims for expenses incurred in the prior Plan Year must be **received no later than March 31<sup>st</sup>**.

To be reimbursed you must deliver a completed claim form to:

**OptumHealth Financial Services, Inc. (OHFS)**  
**P.O. Box 30516**  
**Salt Lake City, UT 84130-0516**  
**Attention: EV Team**  
**Customer Care Center: 1-800-243-5543**  
**Fax: 855-244-5016**

## ADOPTION INFORMATION (CONTINUED)

You must attach a copy of your bill or receipt or other satisfactory third party documentation of the amount of the expense and the date(s) the expense was incurred (a canceled check is not sufficient). You must also certify that each expense is eligible for reimbursement under the Plan, that it has not been previously reimbursed under the Plan and that it is not reimbursable from any other source (e.g., insurance). After your claim is reviewed, processed, and approved, you will receive a reimbursement. You may check on your account information at [www.optumhealthfinancial.com](http://www.optumhealthfinancial.com) by clicking on "Participant". You may also fax your claims and documentation to **OHFS at (855) 244-5016**. Faxed claims must be received prior to 1:00 PM Central Time on the deadline date. Claims with missing or illegible information will be denied, pending re-submission of legible information.

If an expense is eligible for both medical and dependent care reimbursements, you may choose whether to submit the expense as a medical expense or a dependent care expense. You may also submit part of the expense for reimbursement under one type of coverage, and the remainder for reimbursement under the other, but you may only be reimbursed once for any expense.

### TERMINATION GUIDELINES:

#### HEALTH FLEXIBLE SPENDING ACCOUNT EMPLOYEE TERMINATION GUIDELINES:

**NUMBER OF DAYS TO INCUR CLAIMS:** For a medical expense to be eligible, it **MUST** be **INCURRED** prior to their last day of employment.

**NUMBER OF DAYS TO SUBMIT CLAIMS AFTER LAST DAY OF EMPLOYMENT:** The terminated employee has the remainder of the Plan Year in which termination occurs, plus until March 31<sup>st</sup> after that Plan Year ends, to submit claims for expenses that were incurred prior to their last day of employment.

#### DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT EMPLOYEE TERMINATION GUIDELINES:

**NUMBER OF DAYS TO INCUR CLAIMS:** The terminated employee has the remainder of the Plan Year to incur eligible dependent care expenses.

**WHEN MUST CLAIMS BE RECEIVED BY OPTUMHEALTH FINANCIAL SERVICES, INC. AFTER LAST DAY OF EMPLOYMENT:** Claims for expenses incurred in the prior Plan Year must be received no later than March 31<sup>st</sup>.

TABLE OF CONTENTS

ARTICLE I  
DEFINITIONS

ARTICLE II  
PARTICIPATION

2.1	ELIGIBILITY.....	3
2.2	EFFECTIVE DATE OF PARTICIPATION.....	3
2.3	APPLICATION TO PARTICIPATE .....	3
2.4	TERMINATION OF PARTICIPATION .....	4
2.5	TERMINATION OF EMPLOYMENT .....	4
2.6	DEATH.....	5

ARTICLE III  
CONTRIBUTIONS TO THE PLAN

3.1	SALARY REDIRECTION .....	5
3.2	APPLICATION OF CONTRIBUTIONS .....	5
3.3	PERIODIC CONTRIBUTIONS .....	6

ARTICLE IV  
BENEFITS

4.1	BENEFIT OPTIONS.....	6
4.2	HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT.....	6
4.3	DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT .....	6
4.4	HEALTH INSURANCE BENEFIT .....	6
4.5	DENTAL INSURANCE BENEFIT .....	7
4.6	PREMIUM EXPENSE REIMBURSEMENT ACCOUNT .....	7
4.7	NONDISCRIMINATION REQUIREMENTS .....	7

ARTICLE V  
PARTICIPANT ELECTIONS

5.1	INITIAL ELECTIONS.....	8
5.2	SUBSEQUENT ANNUAL ELECTIONS .....	8
5.3	FAILURE TO ELECT.....	8
5.4	CHANGE IN STATUS .....	9

ARTICLE VI  
HEALTH FLEXIBLE SPENDING ACCOUNT

6.1	ESTABLISHMENT OF PLAN .....	12
6.2	DEFINITIONS .....	12
6.3	FORFEITURES.....	13
6.4	LIMITATION ON ALLOCATIONS .....	13
6.5	NONDISCRIMINATION REQUIREMENTS .....	13
6.6	COORDINATION WITH CAFETERIA PLAN .....	13
6.7	HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS .....	14

ARTICLE VII  
DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

7.1	ESTABLISHMENT OF ACCOUNT .....	15
7.2	DEFINITIONS .....	15
7.3	DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS.....	16
7.4	INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS.....	16
7.5	DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS .....	16
7.6	ALLOWABLE DEPENDENT CARE REIMBURSEMENT .....	16
7.7	ANNUAL STATEMENT OF BENEFITS.....	17
7.8	FORFEITURES.....	17
7.9	LIMITATION ON PAYMENTS .....	17
7.10	NONDISCRIMINATION REQUIREMENTS .....	17
7.11	COORDINATION WITH CAFETERIA PLAN .....	17
7.12	DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS.....	18

ARTICLE VIII  
BENEFITS AND RIGHTS

8.1	CLAIM FOR BENEFITS .....	19
8.2	APPLICATION OF BENEFIT PLAN SURPLUS.....	20

ARTICLE IX  
ADMINISTRATION

9.1	PLAN ADMINISTRATION .....	20
9.2	EXAMINATION OF RECORDS.....	22
9.3	PAYMENT OF EXPENSES.....	22
9.4	INSURANCE CONTROL CLAUSE.....	22
9.5	INDEMNIFICATION OF ADMINISTRATOR .....	22

ARTICLE X  
AMENDMENT OR TERMINATION OF PLAN

10.1	AMENDMENT .....	22
10.2	TERMINATION .....	22

ARTICLE XI  
MISCELLANEOUS

11.1	PLAN INTERPRETATION.....	23
11.2	GENDER AND NUMBER.....	23
11.3	WRITTEN DOCUMENT .....	23
11.4	EXCLUSIVE BENEFIT .....	23
11.5	PARTICIPANT'S RIGHTS.....	23
11.6	ACTION BY THE EMPLOYER.....	23
11.7	EMPLOYER'S PROTECTIVE CLAUSES.....	23
11.8	NO GUARANTEE OF TAX CONSEQUENCES.....	24
11.9	INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS .....	24
11.10	FUNDING.....	24
11.11	GOVERNING LAW .....	24
11.12	SEVERABILITY.....	24
11.13	CAPTIONS.....	25
11.14	FAMILY AND MEDICAL LEAVE ACT (FMLA).....	25
11.15	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) .....	25
11.16	UNIFORM SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA) .....	25
11.17	COMPLIANCE WITH HIPAA PRIVACY STANDARDS.....	25
11.18	COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS.....	27
11.19	MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT.....	27
11.20	GENETIC INFORMATION NONDISCRIMINATION ACT (GINA) .....	28
11.21	WOMEN'S HEALTH AND CANCER RIGHTS ACT .....	28
11.22	NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT .....	28

# CITY OF MATTOON, ILLINOIS FLEXIBLE BENEFIT PLAN

## INTRODUCTION

The Employer has amended this Plan effective January 01, 2013, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on January 01, 2004. The Plan shall be known as City of Mattoon, Illinois Flexible Benefit Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

## ARTICLE I DEFINITIONS

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit" or "Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)).

**"Dependent"** shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, as allowed by reason of the Affordable Care Act.

1.8 **"Effective Date"** means January 01, 2004.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means City of Mattoon, Illinois and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.14 **"Insurance Premium Payment Plan"** means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.

1.15 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan.

1.16 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.17 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.18 **"Plan"** means this instrument, including all amendments thereto.

1.19 **"Plan Year"** means the 12-month period beginning January 01 and ending December 31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.20 **"Premium Expenses"** or **"Premiums"** mean the Participant's cost for the Benefits described in Section 4.1.

1.21 **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.

1.22 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.23 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.24 **"Spouse"** means "spouse" as defined in an Insurance Contract for purposes of coverage under that Contract only or the "spouse", as defined under Federal law, unless legally separated by court decree.

## **ARTICLE II PARTICIPATION**

### **2.1 ELIGIBILITY**

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions defined in the Adoption Information (or the Effective Date of the Plan, if later). However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

### **2.2 EFFECTIVE DATE OF PARTICIPATION**

An Eligible Employee shall become a Participant effective as of the date on which he satisfies the requirements of Section 2.1, unless the Employee elects, during the Election Period, not to participate in the Plan.

### **2.3 APPLICATION TO PARTICIPATE**

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured Benefits under this Plan shall automatically

become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

## 2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.5;
- (b) **Death.** The Participant's death, subject to the provisions of Section 2.6; or
- (c) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

## 2.5 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.
- (b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may incur and submit claims for employment related Dependent Care Expense reimbursements within the number of days listed in the Adoption Information, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.
- (c) **Health FSA.** With regard to the Health Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made for claims incurred up to the date of termination and submitted within the remainder of the Plan Year, plus 90 days after termination.
- (d) **Health FSA treatment.** In the event a Participant terminates his participation in the Health Flexible Spending Account during the Plan Year, if Salary Redirections are made other than on a pro rata basis, upon termination the Participant shall be entitled to a reimbursement for any Salary Redirection previously paid for coverage or benefits relating to the period after the date of the Participant's separation from service regardless of the Participant's claims or reimbursements as of such date.

## **2.6 DEATH**

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent.

### **ARTICLE III CONTRIBUTIONS TO THE PLAN**

#### **3.1 SALARY REDIRECTION**

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

#### **3.2 APPLICATION OF CONTRIBUTIONS**

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

### **3.3 PERIODIC CONTRIBUTIONS**

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year. In the event Salary Redirections to the Health Flexible Spending Account are not made on a pro rata basis, upon termination of participation, a Participant may be entitled to a refund of such Salary Redirections pursuant to Section 2.5.

## **ARTICLE IV BENEFITS**

### **4.1 BENEFIT OPTIONS**

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account

In addition, each Participant shall have a sufficient portion of his Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

- (3) Health Insurance Benefit
- (4) Dental Insurance Benefit
- (5) Premium Expense Reimbursement Account

### **4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

### **4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

### **4.4 HEALTH INSURANCE BENEFIT**

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

#### 4.5 DENTAL INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

#### 4.6 PREMIUM EXPENSE REIMBURSEMENT ACCOUNT

(a) **Employer selects contracts.** The Employer may select additional health or other policies allowed under Code Section 125 or allow the purchase of additional health or other policies by and for Participants, which policies will provide uniform benefits for all Participants electing this Benefit. These policies can include any qualified Employer sponsored health, dental, vision, employee-only group term life (up to \$50,000 death benefit), disability, accident, cancer and intensive care insurance plans.

(b) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from any additional Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

#### 4.7 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of

Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner.

## **ARTICLE V PARTICIPANT ELECTIONS**

### **5.1 INITIAL ELECTIONS**

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

### **5.2 SUBSEQUENT ANNUAL ELECTIONS**

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which spending account Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- (b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

### **5.3 FAILURE TO ELECT**

With regard to Benefits available under the Plan for which no Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits.

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

## 5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) **Legal Marital Status:** events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) **Number of Dependents:** Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) **Employment Status:** Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

(4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

(5) Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and IRS Notice 2010-38, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent

care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

## **ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT**

### **6.1 ESTABLISHMENT OF PLAN**

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

### **6.2 DEFINITIONS**

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

(1) one of the 5 highest paid officers;

(2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or

(3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical

Expense and not when the Participant is formally billed or charged for, or pays for the medical care.

Effective January 1, 2011, a Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

### **6.3 FORFEITURES**

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

### **6.4 LIMITATION ON ALLOCATIONS**

Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$2500.

### **6.5 NONDISCRIMINATION REQUIREMENTS**

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner.

### **6.6 COORDINATION WITH CAFETERIA PLAN**

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

## 6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year shall be reimbursed during the Plan Year subject to Section 2.5, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within the number of days listed in the Adoption Information, those Medical Expense claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within the number of days listed in the Adoption Information.

**ARTICLE VII  
DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT**

**7.1 ESTABLISHMENT OF ACCOUNT**

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

**7.2 DEFINITIONS**

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6

individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

### **7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

### **7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

### **7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

### **7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT**

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

## 7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

## 7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

## 7.9 LIMITATION ON PAYMENTS

(a) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

## 7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner.

## 7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

## 7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:
  - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
  - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
  - (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
  - (1) the Spouse's salary or wages if he or she is employed, or
  - (2) if the Participant's Spouse is not employed, that
    - (i) he or she is incapacitated, or
    - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.
- (i) **Claims for reimbursement.** If a Participant fails to submit a claim within the number of days listed in the Adoption Information, those claims shall

not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within the number of days listed in the Adoption Information after termination of employment.

## **ARTICLE VIII BENEFITS AND RIGHTS**

### **8.1 CLAIM FOR BENEFITS**

(a) **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.

(b) **Dependent Care Flexible Spending Account or Health Flexible Spending Account claims.** Any claim for Dependent Care Flexible Spending Account or Health Flexible Spending Account Benefits shall be made to the Administrator. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within the number of days listed in the Adoption Information, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within the number of days listed in the Adoption Information after termination of employment. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

- (1) specific references to the pertinent Plan provisions on which the denial is based;
- (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
- (3) an explanation of the Plan's claim procedure.

(c) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:

- (1) request a review upon written notice to the Administrator;
- (2) review pertinent documents; and
- (3) submit issues and comments in writing.

(d) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as

possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

(e) **Forfeitures.** Any balance remaining in the Participant's Dependent Care Flexible Spending Account or Health Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

## **8.2 APPLICATION OF BENEFIT PLAN SURPLUS**

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

## **ARTICLE IX ADMINISTRATION**

### **9.1 PLAN ADMINISTRATION**

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

(a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;

(b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;

(c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;

(d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;

(e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;

(f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;

(g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;

(h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

## **9.2 EXAMINATION OF RECORDS**

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

## **9.3 PAYMENT OF EXPENSES**

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

## **9.4 INSURANCE CONTROL CLAUSE**

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

## **9.5 INDEMNIFICATION OF ADMINISTRATOR**

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

# **ARTICLE X AMENDMENT OR TERMINATION OF PLAN**

## **10.1 AMENDMENT**

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

## **10.2 TERMINATION**

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan.

Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

## **ARTICLE XI MISCELLANEOUS**

### **11.1 PLAN INTERPRETATION**

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.12.

### **11.2 GENDER AND NUMBER**

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

### **11.3 WRITTEN DOCUMENT**

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

### **11.4 EXCLUSIVE BENEFIT**

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

### **11.5 PARTICIPANT'S RIGHTS**

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

### **11.6 ACTION BY THE EMPLOYER**

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

### **11.7 EMPLOYER'S PROTECTIVE CLAUSES**

(a) **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

## **11.8 NO GUARANTEE OF TAX CONSEQUENCES**

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

## **11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS**

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

## **11.10 FUNDING**

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

## **11.11 GOVERNING LAW**

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Illinois.

## **11.12 SEVERABILITY**

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

### **11.13 CAPTIONS**

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

### **11.14 FAMILY AND MEDICAL LEAVE ACT (FMLA)**

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

### **11.15 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

### **11.16 UNIFORM SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)**

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

### **11.17 COMPLIANCE WITH HIPAA PRIVACY STANDARDS**

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to

perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

(5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

(8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

(9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

#### **11.18 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS**

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.17.

#### **11.19 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

#### **11.20 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

#### **11.21 WOMEN'S HEALTH AND CANCER RIGHTS ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

#### **11.22 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed this  
\_\_\_\_\_ day of \_\_\_\_\_.

City of Mattoon, Illinois

By \_\_\_\_\_  
EMPLOYER

**CITY OF MATTOON, ILLINOIS FLEXIBLE BENEFIT PLAN**  
**SUMMARY PLAN DESCRIPTION**

## ADOPTION INFORMATION

**PLAN TYPE:** Section 125 Flexible Benefit Plan

**EMPLOYER, ADMINISTRATOR AND PLAN SPONSOR:** City of Mattoon, Illinois  
208 North 19<sup>th</sup> Street  
Mattoon, IL 61938

**EMPLOYEE CLASSIFICATION:** All employees regularly scheduled to work 30 hours or more per week.

**NEW HIRE ELIGIBILITY:** The first day upon which the employee satisfies the eligibility criteria.

**PLAN NUMBER:** 501

**ORIGINAL EFFECTIVE DATE:** January 1, 2004

**PLAN YEAR:** January 1 – December 31

**PLAN SERVICE PROVIDER:** OptumHealth Financial Services, Inc. (OHFS)

**PLAN YEAR MAXIMUM HEALTH FLEXIBLE SPENDING ACCOUNT REDUCTION:** \$2500

**PLAN YEAR MINIMUM HEALTH FLEXIBLE SPENDING ACCOUNT REDUCTION:** \$100

**PLAN YEAR MAXIMUM DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT REDUCTION:** \$5000

**PLAN YEAR MINIMUM DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT REDUCTION:** \$100  
Refer to the Dependent Care section for additional information.

**CLAIMS PROCESSING SCHEDULE:** Weekly – (the turnaround time, from the point when the claim and documentation is received by OptumHealth to the point when reimbursement is deposited into the participant's account or mailed, is 5-6 business days).

**WHEN MUST CLAIMS BE RECEIVED BY OPTUMHEALTH FINANCIAL SERVICES, INC. AFTER THE END OF THE PLAN YEAR:** Claims for expenses incurred in the prior Plan Year must be **received no later than March 31<sup>st</sup>**.

To be reimbursed you must deliver a completed claim form to:

**OptumHealth Financial Services, Inc. (OHFS)**  
**P.O. Box 30516**  
**Salt Lake City, UT 84130-0516**  
**Attention: EV Team**  
**Customer Care Center: 1-800-243-5543**  
**Fax: 855-244-5016**

## ADOPTION INFORMATION (CONTINUED)

You must attach a copy of your bill or receipt or other satisfactory third party documentation of the amount of the expense and the date(s) the expense was incurred (a canceled check is not sufficient). You must also certify that each expense is eligible for reimbursement under the Plan, that it has not been previously reimbursed under the Plan and that it is not reimbursable from any other source (e.g., insurance). After your claim is reviewed, processed, and approved, you will receive a reimbursement. You may check on your account information at [www.optumhealthfinancial.com](http://www.optumhealthfinancial.com) by clicking on "Participant". You may also fax your claims and documentation to **OHFS at (855) 244-5016**. Faxed claims must be received prior to 1:00 PM Central Time on the deadline date. Claims with missing or illegible information will be denied, pending re-submission of legible information.

If an expense is eligible for both medical and dependent care reimbursements, you may choose whether to submit the expense as a medical expense or a dependent care expense. You may also submit part of the expense for reimbursement under one type of coverage, and the remainder for reimbursement under the other, but you may only be reimbursed once for any expense.

### TERMINATION GUIDELINES:

#### HEALTH FLEXIBLE SPENDING ACCOUNT EMPLOYEE TERMINATION GUIDELINES:

**NUMBER OF DAYS TO INCUR CLAIMS:** For a medical expense to be eligible, it **MUST** be **INCURRED** prior to their last day of employment.

**NUMBER OF DAYS TO SUBMIT CLAIMS AFTER LAST DAY OF EMPLOYMENT:** The terminated employee has the remainder of the Plan Year in which termination occurs, plus until March 31<sup>st</sup> after that Plan Year ends, to submit claims for expenses that were incurred prior to their last day of employment.

#### DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT EMPLOYEE TERMINATION GUIDELINES:

**NUMBER OF DAYS TO INCUR CLAIMS:** The terminated employee has the remainder of the Plan Year to incur eligible dependent care expenses.

**WHEN MUST CLAIMS BE RECEIVED BY OPTUMHEALTH FINANCIAL SERVICES, INC. AFTER LAST DAY OF EMPLOYMENT:** Claims for expenses incurred in the prior Plan Year must be received no later than March 31<sup>st</sup>.

## TABLE OF CONTENTS

### I ELIGIBILITY

1. When can I become a participant in the Plan? .....1
2. What are the eligibility requirements for our Plan? .....2
3. When is my entry date?.....2
4. What must I do to enroll in the Plan?.....2

### II OPERATION

1. How does this Plan operate?.....2

### III CONTRIBUTIONS

1. How much of my pay may the Employer redirect?.....2
2. What happens to contributions made to the Plan? .....2
3. When must I decide which accounts I want to use? .....3
4. When is the election period for our Plan? .....3
5. May I change my elections during the Plan Year?.....3
6. May I make new elections in future Plan Years? .....4

### IV BENEFITS

1. What benefits are offered under the Plan? .....4
2. Health Flexible Spending Account.....4
3. Dependent Care Flexible Spending Account .....5
4. Premium Expense Account .....6

### V BENEFIT PAYMENTS

1. When will I receive payments from my accounts? .....7
2. What happens if I don't spend all Plan contributions during the Plan Year?.....7
3. Family and Medical Leave Act (FMLA) .....7
4. Uniformed Services Employment and Reemployment Rights Act (USERRA).....8
5. What happens if I terminate employment? .....8
6. Will my Social Security benefits be affected? .....8

VI  
HIGHLY COMPENSATED AND KEY EMPLOYEES

1. Do limitations apply to highly compensated employees? .....8

VII  
PLAN ACCOUNTING

1. Periodic Statements .....9

VIII  
GENERAL INFORMATION ABOUT OUR PLAN

1. General Plan Information .....9  
2. Employer Information .....9  
3. Plan Administrator Information .....9  
4. Service of Legal Process.....10  
5. Type of Administration.....10  
6. Claims Submission.....10

IX  
ADDITIONAL PLAN INFORMATION

1. Claims Process .....10

X  
SUMMARY

# CITY OF MATTOON, ILLINOIS FLEXIBLE BENEFIT PLAN

## INTRODUCTION

We have amended the "Flexible Benefits Plan" that we previously established for you and other eligible employees. Under this Plan, you will be able to choose among certain benefits that we make available. The benefits that you may choose are outlined in this Summary Plan Description. We will also tell you about other important information concerning the amended Plan, such as the rules you must satisfy before you can join and the laws that protect your rights.

One of the most important features of our Plan is that the benefits being offered are generally ones that you are already paying for, but normally with money that has first been subject to income and Social Security taxes. Under our Plan, these same expenses will be paid for with a portion of your pay before Federal income or Social Security taxes are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description carefully so that you understand the provisions of our amended Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

## I ELIGIBILITY

### 1. When can I become a participant in the Plan?

Before you become a Plan member (referred to in this Summary Plan Description as a "Participant"), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The "entry date" is defined in Question 3 below. You will also be required to complete certain application forms before you can enroll in the Health Flexible Spending Account or Dependent Care Flexible Spending Account.

**2. What are the eligibility requirements for our Plan?**

You will be eligible to join the Plan as defined in the Adoption Information. Of course, if you were already a participant before this amendment, you will remain a participant.

**3. When is my entry date?**

You can join the Plan on the day you meet the eligibility requirements as defined in the Adoption Information.

**4. What must I do to enroll in the Plan?**

Before you can join the Plan, you must complete an application to participate in the Plan. The application includes your personal choices for each of the benefits which are being offered under the Plan. You must also authorize us to set some of your earnings aside in order to pay for the benefits you have elected.

However, if you are already covered under any of the insured benefits, you will automatically participate in this Plan to the extent of your premiums unless you elect not to participate in this Plan.

**II  
OPERATION**

**1. How does this Plan operate?**

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your pay that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses which you normally pay for with out-of-pocket, taxable dollars. However, if you receive a reimbursement for an expense under the Plan, you cannot claim a Federal income tax credit or deduction on your return. (See the Article entitled "General Information About Our Plan" for the definition of "Plan Year.")

**III  
CONTRIBUTIONS**

**1. How much of my pay may the Employer redirect?**

Each year, we will automatically contribute on your behalf enough of your compensation to pay for the insurance coverage provided unless you elect not to receive any or all of such coverage. You may also elect to have us contribute on your behalf enough of your compensation to pay for any other benefits that you elect under the Plan. These amounts will be deducted from your pay over the course of the year.

**2. What happens to contributions made to the Plan?**

Before each Plan Year begins, you will select the benefits you want and how much of the contributions should go toward each benefit. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, they will be used to pay for the expenses as they arise during the Plan Year.

### **3. When must I decide which accounts I want to use?**

You are required by Federal law to decide before the Plan Year begins, during the election period (defined below). You must decide two things. First, which benefits you want and, second, how much should go toward each benefit.

If you are already covered by any of the insured benefits offered by this Plan, you will automatically become a Participant to the extent of the premiums for such insurance unless you elect, during the election period (defined below), not to participate in the Plan.

### **4. When is the election period for our Plan?**

You will make your initial election on or before your entry date. (You should review Section I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

### **5. May I change my elections during the Plan Year?**

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Flexible Spending Account, and you may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

## **6. May I make new elections in future Plan Years?**

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, we will assume you want your elections for insured benefits only to remain the same and you will not be considered a Participant for the non-insured benefit options under the Plan for the upcoming Plan Year.

## **IV BENEFITS**

### **1. What benefits are offered under the Plan?**

Under our Plan, you can choose to receive your entire compensation or use a portion to pay for the following benefits or expenses during the year.

### **2. Health Flexible Spending Account**

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code which are not covered by insurance and save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for out-of-pocket medical, dental and/or vision expenses incurred by you and your dependents.

Drug costs, including insulin, may be reimbursed. Beginning January 1, 2011, you may be reimbursed for "over the counter" drugs only if those drugs are prescribed for you. You may not, however, be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

The most that you can contribute to your Health Flexible Spending Account each Plan Year is the amount stated in the Adoption Information. In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. Reimbursement from the fund shall be paid at least once a month. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

You may be reimbursed for expenses for any child until the end of the calendar year in which the child reaches age 26. A child is a natural child, stepchild, foster child, adopted child, or a child placed with you for adoption. If a child gains or regains eligibility due to these new rules, that qualifies as a change in status to change coverage.

Newborns' and Mothers' Health Protection Act: Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Women's Health and Cancer Rights Act: This plan, as required by the Women's Health and Cancer Rights Act of 1998, will reimburse up to plan limits for benefits for mastectomy-related services including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema). Contact your Plan Administrator for more information.

### **3. Dependent Care Flexible Spending Account**

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care cost with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

- (a) A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws;
- (b) An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and
- (c) An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying for qualify under our Plan.

The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Generally, your reimbursements may not exceed the lesser of: (a) \$5,000 (if you are married filing a joint return or you are head of a household) or \$2,500 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed earned income (a spouse who is a full time student or incapable of caring for himself/herself has a monthly earned income of \$250 for one dependent or \$500 for two or more dependents).

Also, in order to have the reimbursements made to you from this account be excludable from your income, you must provide a statement from the service provider including the name, address, and in most cases, the taxpayer identification number of the service provider on your tax form for the year, as well as the amount of such expense as proof that the expense has been incurred. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying for even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Ask your tax adviser which is better for you.

#### **4. Premium Expense Account**

A Premium Expense Account allows you to use tax-free dollars to pay for certain premium expenses under various insurance programs that we may offer you. These premium expenses can include:

- Health care premiums under our insured group medical plan.
- Dental insurance premiums.
- Any qualified Employer sponsored health, dental, vision, employee-only group term life (up to \$50,000 death benefit), disability, accident, cancer and intensive care insurance plans.

Under our Plan, we will establish sub-accounts for you for each different type of insurance coverage that is available. Also, certain limits on the amount of coverage may apply.

The Administrator may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

## V BENEFIT PAYMENTS

### 1. **When will I receive payments from my accounts?**

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. Requests for payment of insured benefits should be made directly to the insurer. You will only be reimbursed from the Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

### 2. **What happens if I don't spend all Plan contributions during the Plan Year?**

Any monies left at the end of the Plan Year will be forfeited. Obviously, qualifying expenses that you incur late in the Plan Year for which you seek reimbursement after the end of such Plan Year will be paid first before any amount is forfeited. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

### 3. **Family and Medical Leave Act (FMLA)**

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance and the Health Flexible Spending Account. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return. For the Health Flexible Spending Account, you may continue your coverage or you may revoke your coverage and resume it when you return. You can resume your coverage at its original level and make payments for the time that you are on leave. For example, if you elect \$1,200 for the year and are out on leave for 3 months, then return and elect to resume your coverage at that level, your remaining payments will be increased to cover the difference - from \$100 per month to \$150 per month. Alternatively your maximum amount will be reduced proportionately for the time that you were gone. For example, if you elect \$1,200 for the year and are out on leave for 3 months, your amount will be reduced to \$900. The expenses you incur during the time you are not in the Health Flexible Spending Account are not reimbursable.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

#### **4. Uniformed Services Employment and Reemployment Rights Act (USERRA)**

If you are going into or returning from military service, you may have special rights to health care coverage under your Health Flexible Spending Account under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

#### **5. What happens if I terminate employment?**

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

(a) You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.

(b) You will still be able to request reimbursement for qualifying dependent care expenses from the balance remaining in your dependent care account at the time of termination of employment. However, no further salary redirection contributions will be made on your behalf after you terminate. You must submit claims within the number of days listed in the Adoption Information.

(c) Your participation in the Health Flexible Spending Account will cease, and no further salary redirection contributions will be contributed on your behalf. However, you will be able to submit claims for health care expenses that were incurred before the end of the period for which payments to the Health Flexible Spending Account have already been made. You must submit claims within the remainder of the Plan Year, plus 90 days after termination.

#### **6. Will my Social Security benefits be affected?**

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

### **VI HIGHLY COMPENSATED AND KEY EMPLOYEES**

#### **1. Do limitations apply to highly compensated employees?**

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

## **VII PLAN ACCOUNTING**

### **1. Periodic Statements**

The Administrator will provide you with online access to your account so that you may periodically review your account balance. It is important that you review your account carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

## **VIII GENERAL INFORMATION ABOUT OUR PLAN**

This Section contains certain general information which you may need to know about the Plan.

### **1. General Plan Information**

City of Mattoon, Illinois Flexible Benefit Plan is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

The provisions of your amended Plan become effective on January 01, 2013. Your Plan was originally effective on January 01, 2004.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 01 and ends on December 31.

### **2. Employer Information**

Your Employer's name, address, and identification number are:

City of Mattoon, Illinois  
208 North 19th Street  
Mattoon, Illinois 61938  
37-6000648

### **3. Plan Administrator Information**

The name and address of your Plan's Administrator are:

City of Mattoon, Illinois  
208 North 19th Street  
Mattoon, Illinois 61938

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

#### **4. Service of Legal Process**

The name and address of the Plan's agent for service of legal process are:

City of Mattoon, Illinois  
208 North 19th Street  
Mattoon, Illinois 61938

#### **5. Type of Administration**

The type of Administration is Employer Administration.

#### **6. Claims Submission**

Claims for expenses should be submitted to:

OptumHealth Financial Services, Inc. (OHFS)  
P.O. Box 30516  
Salt Lake City, UT 84130-0516

### **IX ADDITIONAL PLAN INFORMATION**

#### **1. Claims Process**

You should submit all reimbursement claims during the Plan Year. For the Health Flexible Spending Account, you must submit claims no later than the number of days listed in the Adoption Information. However, if you terminate employment during the Plan Year, you must submit your Health Flexible Spending Account claims within the number of days listed in the Adoption Information after your termination of employment. For the Dependent Care Flexible Spending Account, you must submit claims no later than the number of days listed in the Adoption Information. However, if you terminate employment during the Plan Year, you must submit your Dependent Care Flexible Spending Account claims within the number of days listed in the Adoption Information after your termination of employment. Any claims submitted after that time will not be considered.

Claims that are insured will be handled in accordance with procedures contained in the insurance policies. All other general requests should be directed to the Administrator of our Plan. If a dependent care or medical expense claim under the Plan is denied in whole or in part, you or your beneficiary will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 60 days after denial, you or your beneficiary may submit a written request for reconsideration of the denial to the Administrator.

Any such request should be accompanied by documents or records in support of your appeal. You or your beneficiary may review pertinent documents and submit issues and comments in writing. The Administrator will review the claim and provide, within 60 days, a written response to the appeal. (This period may be extended an additional 60 days under certain circumstances.) In this response, the Administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. The Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding.

**X**  
**SUMMARY**

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our flexible benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.

**City of Mattoon  
Council Decision Request**

---

MEETING DATE: 1-2-2013    CDR NO: 2013-1383

SUBJECT: Purchase of one 2013 Ford Explorer Police Interceptor 4WD Utility

SUBMITTAL DATE: 12-14-2012

SUBMITTED BY:     Jeff Branson, Chief of Police, Mattoon Police Dept.

APPROVED FOR     Kyle Gill

COUNCIL AGENDA: Interim City Administrator

\_\_\_\_\_ Date

EXHIBITS (If applicable): Bid & list of standard equipment

---

EXPENDITURE	AMOUNT	FUNDS	CONTINGENCY
ESTIMATE:	BUDGETED:	REMAINING:	FUNDING:
\$26,171.20	\$0.00	\$0.00	\$26,171.20

---

IF IT IS THE WISH OF THE COUNCIL TO SUPPORT RECOMMENDATIONS CONTAINED IN THIS REPORT, THE FOLLOWING MOTION IS SUGGESTED:

“I move that the City Council authorize the Chief of Police to purchase one 2013 Ford Explorer Police Interceptor from Pilson Auto Center, Mattoon, IL for use by the Mattoon Police Department.”

SUMMARY OF THE TOPIC FOR WHICH A COUNCIL DECISION IS REQUESTED:

One of Mattoon Police Department’s patrol vehicles is in need of replacement; being a 2010 Ford Crown Victoria known as 2L15.

Pilson Auto Center, Mattoon, IL has the low bid and the cost of \$26,171.20 for the vehicle. This vehicle will be purchased from restricted DUI fund monies.

2212 LAKELAND  
MATTOON, IL 61938  
217-234-6461  
888-474-5766

# PILSON AUTO CENTER

1506 18TH STREET  
CHARLESTON, IL 61920  
217-345-3673  
888-474-5766

WWW.PILSONAUTO.COM

December 13, 2012

Jeff Branson  
Chief of Police  
City of Mattoon

The following information is per your request for the bidding of (1) 2013 Ford Explorer Police Interceptor 4WD Utility. This vehicle is equipped with vinyl package 1 (white areas roof,rh/lh front doors,rh/lh rear doors).

K8A	4DR AWD POLICE EXPLORER 112.6WB	91A	VINYL PACKAGE 1
UA	BLACK		FLEX FUEL
YZ	POLICE WHITE		
9	CLTH BKTS/VNL R		
W	BLACK INTERIOR		
500A	EQUIP. GRP		
99R	3.7L V6 TIVCT		
44C	6-SPD AUTO TRAN		
	FRT. LICENSE BKT		
17T	CARGO DOME LAMP	MSRP	\$31,530.00
18W	RR WINDOW DEL	PILSON DISCOUNT	- 3,058.80
60A	GRILL WIRING	STATE CONCESSION	- 2,300.00
	JOB #3 ORDER	BID PRICE	\$26,171.20
68G	RR DR/LK INOP		
		<b>TOTAL BID PRICE</b>	<b>\$26,171.20</b>

Jeff:

Thanks for giving us the opportunity to bid on this vehicle. This should be the price that the state awarded Ford Dealer should be giving you, please let me know if I can be of any further assistance.

Doug Babbs



Pilson Auto Center  
Fleet/Inventory Manager



## 2013 UTILITY POLICE INTERCEPTOR STANDARD EQUIPMENT

The following items are std. 2013MY UTILITY POLICE INTERCEPTOR vehicle:

### MECHANICAL

- Alternator – 220-Amp
- Axle Ratio – 3.65 (AWD), 3.39 (FWD)
- Battery – H.D. maintenance-free 78A/750-CCA
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Column Shifter
- Drivetrain – All-Wheel Drive
- Electric Power Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.7L V6 Ti-VCT
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 18.6 gallons
- Suspension – independent front & rear
- Transmission – 6-speed automatic

### EXTERIOR

- Antenna, Roof-mounted
- Cladding – Lower bodyside cladding (Black)
- Door Handles – Black (MIC)
- Exhaust True Dual
- Front Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
- Glass – 2<sup>nd</sup> and 3<sup>rd</sup> Row Privacy Glass
- Grille – Black
- Headlamps – Halogen Projector (Bi- Functional)
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (integrated blind spot mirrors not included when equipped with BLIS®)
- Spare – Full size 18" Tire w/TPMS
- Spoiler – Painted Black
- Tail lamps – LED
- Tailgate Handle – Painted Black
- Tires – 245/55R18 A/S BSW
- Wheel-Lip Molding – Black (MIC)
- Wheels – 18" x 8.0 painted black steel with wheel hub cover
- Windshield – Acoustic Laminated

### INTERIOR / COMFORT

- Cargo Hooks
- Climate Control – Single-Zone Manual
- Door-Locks
  - Power
  - Rear-Door Handles and Locks Operable
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/non-illuminated
- Grab Handles – (1 – Front-passenger side)
- Lighting
  - Overhead Console with sunglass holder
  - 1<sup>st</sup> row task lights (driver and passenger)
  - Dome Lamp – 1<sup>st</sup> row (red/white)
  - 2<sup>nd</sup>/3<sup>rd</sup> row overhead map light
- Mirror – Day/night Rear View
- Particulate Air Filter
- Power Adjustable Pedals (Driver Dead Pedal)
- Powerpoints – (2) First Row
- Scuff Plates – Front & Rear
- Seats
  - 1<sup>st</sup> Row Police Grade Cloth Trim, Dual Front Buckets
  - 1<sup>st</sup> Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar)
  - 1<sup>st</sup> Row – Passenger 2-way manual track (fore/aft. with manual recline)
  - Built-in steel intrusion plates in both driver/passenger seatbacks
  - 2<sup>nd</sup> Row Vinyl, 60/40 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Speed (Cruise) Control

- Speedometer – Calibrated
- Steering Wheel – Manual / Tilt, Urethane wheel finish w/Silver Painted Bezels) with Speed Controls and Redundant Audio Controls
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of I/P for mounting aftermarket equipment
- Windows, Power, 1-touch Down Driver-Side with disable feature

### SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™) w/Hydraulic Brake Assist
- Airbags, 2<sup>nd</sup> generation driver & front-passenger, side seat, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- Belt-Minder® (Front Driver / Passenger)
- Child Safety Locks (capped)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1<sup>st</sup> Row
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS)

### FUNCTIONAL

- Easy Fuel® Capless Fuel-Filler
- Front door tether straps (driver/passenger)
- MyFord®
  - AM/FM / CD / MP3 Capable / Clock / 6 speakers
  - 4.2" Color LCD Screen Center-Stack "Smart Display"
  - 5-way Steering Wheel Switches, Redundant Controls
- Power pigtail harness
- Simple Fleet Key (w/o microchip, easy to replace)
- Two-way radio pre-wire
- Windows – Rear Defroster
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

### AWD ONLY MODELS INCLUDE

- Recovery Hooks, Rear Only

**City of Mattoon**  
**Council Decision Request**

---

MEETING DATE: 1-2-2013 CDR NO: 2013-1384

SUBJECT: Promotion of Officer Samuel D. Gaines to the rank of Sergeant  
Effective January 3, 2013

SUBMITTAL DATE: 12-21-2012

SUBMITTED BY: Jeff Branson, Chief of Police, Mattoon Police Dept.

APPROVED FOR Kyle Gill 12/26/12  
COUNCIL AGENDA: Interim City Administrator Date

EXHIBITS (If applicable):

---

EXPENDITURE	AMOUNT	FUNDS	CONTINGENCY
ESTIMATE:	BUDGETED:	REMAINING:	FUNDING:
\$65,061.00	\$1,763,179.00	\$533,072.00	\$0.00

---

IF IT IS THE WISH OF THE COUNCIL TO SUPPORT RECOMMENDATIONS  
CONTAINED IN THIS REPORT, THE FOLLOWING MOTION IS SUGGESTED:

“I move that the City Council promote Officer Samuel D. Gaines to the rank of Sergeant  
in the Mattoon Police Department effective January 3, 2013.”

SUMMARY OF THE TOPIC FOR WHICH A COUNCIL DECISION IS REQUESTED:

An opening in the rank of Sergeant occurred with the promotion of Sgt. Timothy L. St. John to the rank of Lieutenant effective December 19, 2012. In accordance with the PBPA Contract, promotions should take effect within 60 days of the position becoming available. In order to maintain the appropriate supervisory staff level at Mattoon Police Department, the vacant rank should be filled at this time. The Mattoon Board of Fire and Police Commissioners have advised Police Chief Jeff Branson that they have approved Samuel D. Gaines to be promoted to Sergeant to fill the current vacancy.

---

**Nothing follows**